

Attachment D

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**AMENDMENT NO. 5 TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
URBAN PARKS CONCESSIONAIRES
DBA MONTEREY LAKES RECREATION COMPANY**

THIS AMENDMENT NO. 5 to the July 6, 2016 Agreement No. A-11983 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Urban Parks Concessionaires, a California corporation, dba Monterey Lakes Recreation Company (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Agreement No. A-11983 with the County on July 6, 2016 (hereinafter, "Agreement") to restate the terms of the May 3, 2011 Agreement to provide lake resort management services at Lake San Antonio and Lake Nacimiento (hereinafter, "Services") for a term retroactive to February 1, 2015 through July 26, 2016; and

WHEREAS, the Agreement was amended by the Parties on July 19, 2016 to extend the term for approximately sixteen (16) additional months through October 31, 2017 (hereinafter, "Amendment No. 1"); and

WHEREAS, the Agreement was amended by the Parties on July 27, 2016 to add additional language to Section 15, "Indemnification", of the Agreement relating to Zebra and Quagga mussel inspections (hereinafter, "Amendment No. 2"); and

WHEREAS, the Agreement was amended by the Parties on October 13, 2017 to extend the term for one (1) additional year through October 31, 2018 and further clarify the invoicing process and responsibility for audits of financial statements (hereinafter, "Amendment No. 3"); and

WHEREAS, the Agreement was amended by the Parties on October 23, 2018 to extend the term for two (2) additional months through December 31, 2018 (hereinafter, "Amendment No. 4"); and

WHEREAS, the County has a continued need for services while the County negotiates services under a new Management Agreement based on Request for Proposals #10674; and

WHEREAS, additional time is necessary to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for two (2) additional months to February 28, 2019 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 5.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. The term of the Agreement is from February 1, 2015 through and including February 28, 2019.
2. Amend the second sentence of Paragraph 6.1 of Section 6. Management & Management Incentive Fees to read as follows:

The Management Fee will be paid monthly and the Management Incentive Fee will be calculated and paid annually within sixty (60) days from the close of each fiscal year ending on June 30 through June 30, 2018, for the period from July 1, 2018 through October 31, 2018 and for the period from November 1, 2018 through February 28, 2019.

3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
4. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

Urban Parks Concessionaires
dba Monterey Lakes Recreation Company
Contractor's Business Name

Date: 12-20-18

By: [Signature]
(Signature of Chair, President or Vice President)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: Kris Koebeler, COO
(Print Name and Title)

By: [Signature]
Brian P. Briggs
Deputy County Counsel

Date: 12/17/18

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Date: 12-19-18

Its: Richard Bayer, Chief Financial Officer
(Print Name and Title)

Approved as to Fiscal Provisions

Date: 12/17/18

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

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