

Attachment D

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**AMENDMENT NO. 3 TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
URBAN PARKS CONCESSIONAIRES
DBA MONTEREY LAKES RECREATION COMPANY**

THIS Amendment No. 3 to the July 6, 2016 Agreement 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 an Agreement 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 Parties wish to amend the Agreement to further clarify the invoicing process and responsibility for audits of financial statements; and

WHEREAS, the County has a continued need for Services; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year through October 31, 2018 to allow County time to develop a Request for Proposals for long-term lake resort management services.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, County and CONTRACTOR agree as follows:

1. The term of the Agreement is from February 1, 2015 through and including October 31, 2018.
2. Amend Section 6.3 of Exhibit A of the Agreement to include the following:

CONTRACTOR shall invoice the COUNTY for any Management Fee owed, or loss to be covered, pending approval by COUNTY. COUNTY shall reimburse CONTRACTOR Management Fee or loss owed per the approved monthly P&L.

3. Amend Section 20, "CONTRACT AUDITS", of Exhibit A of the Agreement to include the following:

The independent audit shall be conducted at the CONTRACTOR's own expense and the cost cannot be passed on to the County.

The contractor shall have the financial records and statements relating to Services audited on an annual basis.

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

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

**Approved as to Form and Legality
Office of the County Counsel**

By: _____

Kelly L. Donlon
Deputy County Counsel

Date: 9/13/17

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: 9-15-17

Approved as to Indemnity and Insurance Provisions

By: _____

Risk Management

Date: _____

CONTRACTOR*

Urban Parks Concessionaires
dba Monterey Lakes Recreation Company

Contractor's Business Name

By: _____

(Signature of Chair, President or Vice President)

Its: _____

JOHN W. KUEBERER CFO
(Print Name and Title)

Date: 9/11/17

By: _____

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: _____

Pamela K. Pitts, Sec
(Print Name and Title)

Date: 9-11-17

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

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