

**AMENDMENT #2  
TO THE AGREEMENT BY AND BETWEEN  
MONTEREY COUNTY WATER RESOURCES AGENCY AND  
FISHBIO**

**THIS AMENDMENT NO. 2** is made to the PROFESSIONAL SERVICES AGREEMENT by and between **FISHBIO**, hereinafter “CONTRACTOR”, and the Monterey County Water Resources Agency, a political subdivision of the State of California, hereinafter referred to as “Agency”.

**WHEREAS**, the Agency and CONTRACTOR entered into an Agreement for Services with the Agency on June 30, 2019, and processed Amendment No. 1 to the agreement on March 10, 2022; and

**WHEREAS**, the Agency and CONTRACTOR wish to amend the Agreement with a time extension to June 30, 2028 and a revised Exhibit B, to continue providing services identified in the Agreement; and

**NOW THEREFORE**, the Agency and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Amend Section 2 “**Term of Agreement**” to read as follows:

Term of Agreement. The Term of this Agreement shall begin on **June 30, 2019**, by CONTRACTOR and Agency, and will terminate on **June 30, 2028**, unless earlier terminated as provided herein.

2. Amend Section 3, “**Payments to CONTRACTOR; maximum liability**” to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR in accordance with the fee schedule set forth in **Exhibit B – Revised**. The maximum amount payable to CONTRACTOR under this contract is **Three Hundred Thousand Dollars no cents (\$300,000.00)**.

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

*This space left blank intentionally*

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT NO. 2 on the day and year written below.

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

**CONTRACTOR: FishBio**

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
By:  
Signature of Chair, President, or  
Vice-President

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Printed Name and Title

*Approved as to Fiscal Provisions:*

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Deputy Auditor/Controller

\_\_\_\_\_  
By:  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

\_\_\_\_\_  
Dated:

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Dated:

*Approved as to Form:*

\_\_\_\_\_  
Chief Assistant County Counsel

\_\_\_\_\_  
Dated:

**\*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.