

AMENDMENT NO. 2 TO AGREEMENT BETWEEN THE COUNTY OF
MONTEREY AND URBAN PARK CONCESSIONAIRES DBA
MONTEREY LAKES RECREATION COMPANY DATED MAY 17, 2016

WHEREAS, Urban Parks Concessionaires, A California Corporation, DBA Monterey Lakes Recreation Company (“CONTRACTOR”), and the County of Monterey a political subdivision of the State of California, (“COUNTY”) previously entered into an agreement dated May 17, 2016 to manage the resort business at Lake San Antonio and Lake Nacimiento (“AGREEMENT”); and

WHEREAS, COUNTY and CONTRACTOR amended the AGREEMENT on July 19, 2016 to extend the term through October 31, 2017 via ADDENDUM NO. 1;

WHEREAS, COUNTY and CONTRACTOR wish to enter into an Amendment to the Agreement to add additional language to the Mutual Indemnification Provisions of the Agreement;

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

1. All of the terms of the AGREEMENT, and as amended by AMENDMENT NO. 1 dated July 19, 2016, a copy of which is attached hereto as Exhibit A, are hereby incorporated into and agreed to in this AGREEMENT.
2. Notwithstanding the above, Section 15 titled INDEMNIFICATION of AGREEMENT adding a Section 15.4 as follows:

CONTRACTOR has been requested by COUNTY to perform diligent, competent visual inspections of vessels entering the recreational premises. COUNTY declares that, as of the date of CONTRACTOR commences such duties, the waterways subject to the Agreement are currently NOT hosting an active infestation by quagga mussels. Due to the invasive nature of the mussels, COUNTY acknowledges that CONTRACTOR is under no obligation (and no duty is hereby created) to insure that the subject waterways are currently, or shall in the future remain, free of the Zebra or Quagga mussel infestation. The COUNTY agrees to defend and hold harmless CONTRACTOR from any claim, whether by COUNTY or third party, (including reasonable attorney’s fees and court costs) that alleges Zebra or Quagga mussel infestation from any source and/or damages arising therefrom.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

COUNTY OF MONTEREY

CONTRACTOR

Contracts/Purchasing Officer

By: 

*Signature of Chair, President, or
Vice-President*

Dated: _____

July 18, 2016

Agreement between Monterey County & Urban Parks Concessionaires Restating Prior Terms and Conditions

John W. Koeberer, President

Printed Name and Title

Dated: July 18, 2016

Dated:

By:

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

Pamela K. Pitts, Sec. – Treas.

Printed Name and Title

Dated: July 18, 2016

Dated:

Approved as to Form:

Deputy 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 Amendment.