

AMENDMENT No. 5
to
Agreement for Professional Services between
Monterey County Water Resources Agency and FISHBIO

The undersigned parties hereby agree to amend that certain Agreement for Professional Services between the Monterey County Water Resources Agency (hereinafter "Agency") and FISHBIO (hereinafter "CONTRACTOR") executed and effective on November 29, 2012, amended on January 27, 2014, October 14, 2014, (hereinafter "Agreement"). The agreement expires on June 30, 2017.

This Amendment adds Amendment 5 as follows:

1. Section 3 of the Agreement is hereby amended to read as follows:

PAYMENT TO CONTRACTOR: Maximum liability. The maximum amount payable to CONTRACTOR under this contract is:

Original Agreement	\$	382,623	FY 2012/13	
Amendment No. 1	\$	237,000	FY 2013/14	
Amendment No.2	\$	20,000	FY 2014/15	
Amendment No.3	\$	20,000	FY 2015/16	
Amendment No.4	\$	0	FY 2016/17	(Extension of time only)
Amendment No.5	\$	350,000	FY 2016/17	

The maximum amount payable to CONTRACTOR under this Agreement is \$1,009,623.

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT and AMENDMENTS 1-4 are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT and AMENDMENTS 1-4.

3. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated November 29, 2012.

All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY WATER
RESOURCES AGENCY

FISHBIO

David E. Chardavoyne, General Manager

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

Dated:

Approved as to Fiscal Provisions:

Printed Name and Title

Dated:

Deputy Auditor/Controller

Dated:

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

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated:

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 Agreement.