

AMENDMENT No. 1
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, and amended on January 27, 2014 (hereinafter "Agreement").

Section 2 of the Agreement is hereby amended to read as follows:

Term of Agreement: The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and, unless earlier terminated as provided herein, shall remain in force until: **June 30, 2014**

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

3. Payment to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is:

Original Agreement	\$ 382,623
<u>Amendment No. 1</u>	<u>\$ 237,000</u>
Total:	\$ 619,623

The maximum amount payable to CONTRACTOR under this Agreement is **\$619,623**.

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

IN WITNESS WHEREOF, Agency and CONTRACTOR have caused this Amendment No. 1 to be executed as follows:

**MONTEREY COUNTY
WATER RESOURCES AGENCY**

FISHBIO

David E. Chardavoyne
David E. Chardavoyne, General Manager

By 
(signature)

DATED: 21 March 2014

Doug Demko President
(print name and title)*

DATED: 2-12-14

By Andrea Fuller
(signature)

Andrea Fuller, Operations manager
(print name and title)*

DATED: 2-12-14

* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with 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 his or her business, if any, and shall personally sign the Agreement.

FISHBIO
Amendment No. 1

* * * * *

Approved as to form:

[Signature]
Deputy County Counsel

DATED: 3/17/14

Approved as to fiscal provisions:

[Signature]
CAO Analyst

DATED: 4/18/14

[Signature]
Auditor-Controller

DATED: 3/18/14

RISK MANAGEMENT
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

By: [Signature]
Date: 3-17-14

AMENDMENT No. 2
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, and amended on January 27, 2014 (hereinafter "Agreement").

Section 2 of the Agreement is hereby amended to read as follows:

Term of Agreement: The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and, unless earlier terminated as provided herein, shall remain in force until: **June 30, 2015**

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

3. Payment to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is:

Original Agreement	\$ 382,623
Amendment No. 1	\$ 237,000 FY 2013/14
<u>Amendment No. 2</u>	<u>\$ 20,000 FY 2014/15</u>

Total: \$ 639,623

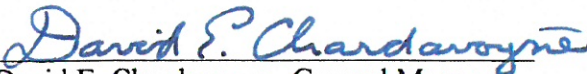
The maximum amount payable to CONTRACTOR under this Agreement is **\$639,623**.

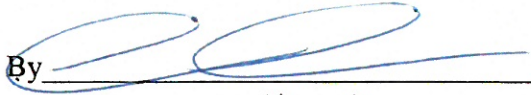
All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Agency and CONTRACTOR have caused this Amendment No. 2 to be executed as follows:

**MONTEREY COUNTY
WATER RESOURCES AGENCY**

FISHBIO


David E. Chardavoyne, General Manager

By 
(signature)

DATED: 14 October 2014

Doug Demko President
(print name and title)*

DATED: 7/24/14

By Andrea Fuller
(signature)

Andrea Fuller / Operations Manager - member
(print name and title)*

DATED: 8-5-14

* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with 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 his or her business, if any, and shall personally sign the Agreement.

FISHBIO
Amendment No. 2

* * * * *

Approved as to form:

[Signature]
Deputy County Counsel

DATED: 8/12/14

Approved as to fiscal provisions:

[Signature]
CAO Analyst

DATED: 10/8/14

[Signature]
Auditor-Controller

DATED: 10-7-14

COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

By: Dyane Schumacher
10-7-14

AMENDMENT No. 3
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 and October 14, 2014 (hereinafter "Agreement"). The agreement expired on June 30, 2015. This Amendment reinstates the original Agreement and Amendments and adds Amendment 3 as follows:

Scope of Work (Exhibit A) of the Agreement is hereby amended to include following:

CONTRACTOR(s) will perform a reconnaissance level survey of the San Antonio River from below the dam to the confluence with the Salinas River (approximately 6 river miles) under low flow conditions (approximately 5 cfs) to quantify the presence/absence of steelhead trout and other native fishes. This survey will include water quality parameters such as temperature and dissolved oxygen and general habitat conditions conducive to the presence of steelhead trout and other native fishes. Contractor will perform the survey using methods such as snorkel surveying and/or seining or others as appropriate in order to provide National Marine Fisheries Service (NMFS) and California Department of Fish and Wildlife (CDFG) with acceptable data. Contractor will prepare a report for the Agency describing the habitat conditions as well as indications of presence/absence of steelhead trout. This initial report will be submitted to the Agency no later than August 21, 2015.

Section 2 of the Agreement is hereby amended to read as follows:

Term of Agreement: The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and, unless earlier terminated as provided herein, shall remain in force until: **June 30, 2016.**

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

3. **Payment to CONTRACTOR; maximum liability.** Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is:

Original Agreement	\$ 382,623
Amendment No. 1	\$ 237,000 FY 2013/14
Amendment No. 2	\$ 20,000 FY 2014/15
<u>Amendment No. 3</u>	<u>\$ 20,000 FY 2015/16</u>
Total:	\$ 659,623

The maximum amount payable to CONTRACTOR under this Agreement is **\$659,623.**

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

IN WITNESS WHEREOF, Agency and CONTRACTOR have caused this Amendment No. 3 to be executed as follows:

**MONTEREY COUNTY
WATER RESOURCES AGENCY**

FISHBIO

David E. Chardavoyne
David E. Chardavoyne, General Manager

By Andrea Fuller
(signature)

DATED: 4 November 2015

Andrea Fuller, vice president
(print name and title)*

DATED: 9-8-15

By [Signature]
(signature)

Doug Demko, President
(print name and title)*

DATED: 9-8-15

* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with 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 his or her business, if any, and shall personally sign the Agreement.

**FISHBIO
Amendment No. 3**

RISK MANAGEMENT
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

* * * * *

By: Angela Schumaker
Date: 10-27-15

Approved as to form:

[Signature]
Deputy County Counsel

DATED: 10/16/15

Approved as to fiscal provisions:

[Signature]
CAO Analyst

DATED: 10/27/15

[Signature]
Auditor-Controller

DATED: 10/20/15

AMENDMENT #4 TO AGREEMENT BY AND BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY & FISHBIO

THIS AMENDMENT is made to the PROFESSIONAL SERVICES AGREEMENT for the provision of fisheries monitoring 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 wish to amend the AGREEMENT to reflect the extension of the contract for one (1) additional year.

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

1. Section 2 of the Agreement is hereby amended to read as follows:
Term of Agreement: The term of this Agreement shall begin upon execution of this Agreement by CONTRACTOR and Agency, and, unless earlier terminated as provided herein, shall remain in force until: June 30, 2017.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of this AMENDMENT shall be attached to the original AGREEMENT dated November 29, 2012

This space left blank intentionally

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

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated: 8-17-16

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Deputy County Counsel

Dated: 8/16/16

CONTRACTOR

By:

Signature of Chair, President, or
Vice-President

Printed Name and Title

Dated: 7-12-16

By:

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

Printed Name and Title

Dated: 7-12-16

8/24/16
CAO Analyst

*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.

MONTEREY COUNTY
WATER RESOURCES AGENCY

David E. Chardavoyne

David E. Chardavoyne, General Manager

DATED: 30 August 2016

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

David E. Chardavoyne
David E. Chardavoyne, General Manager

Dated: _____

Approved as to Fiscal Provisions:

DM
Deputy Auditor/Controller

Dated: 3/10/17

Approved as to Liability Provisions:

Risk Management

Dated: _____

Approved as to Form:

DM
Deputy County Counsel

Dated: 3-8-17

FISHBIO

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

Doug Demko, President/CEO
Printed Name and Title

Dated: 2/28/17

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

Andrea Fuller, VP/CFO
Printed Name and Title

Dated: 2/28/17

*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.