

Attachment D



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12523, Amendment No.: 6

Upon motion of Supervisor Alejo, seconded by Supervisor Adams and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 6 to Agreement No. A-12523 with MCSI Water Systems Management to continue to provide services associated with the management, maintenance, and operation of the San Jerardo Water System, Request for Proposals #10355, to: update rates for additional services; extend the expiration date for one (1) additional year through March 31, 2020, for a revised term from July 30, 2013 to March 31, 2020; and increase the not-to-exceed amount of \$381,584 by \$70,000, for a total amount not to exceed \$451,584; and
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 6 to the Agreement.

PASSED AND ADOPTED on this 26th day of March 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Phillips, Parker and Adams

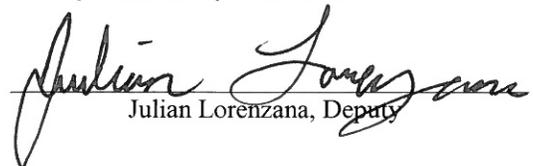
NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 26, 2019.

Dated: March 27, 2019
File ID: BCSD A 19-001

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

**AMENDMENT NO. 6
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
MCSI WATER SYSTEMS MANAGEMENT**

THIS AMENDMENT NO. 6 to Agreement No. A-12523 between the County of Monterey, a political subdivision of the State of California, acting as the Board of Directors of the Boronda County Sanitation District (BCSD) (hereinafter, "County BCSD") and MCSI Water Systems Management (hereinafter, "CONTRACTOR") is hereby entered into between the County BCSD and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Agreement No. A-12523 with County BCSD on July 30, 2013, (hereinafter, "Agreement") which provided for an initial term to commence with the signing of the Agreement through and including March 31, 2014 with the option to extend the Agreement for four (4) additional one (1) year periods for an annual not to exceed amount of \$60,396 and for an amount not to exceed \$181,188 for the first three (3) years of the Agreement; and

WHEREAS, the Monterey County Board of Supervisors, acting as the Board of Directors of the BCSD, authorized the Contracts/Purchasing Officer to execute the Agreement and future amendments as stated in the Agreement; and

WHEREAS, Agreement was amended by the Parties on March 26, 2014 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through March 31, 2015 with no increase to the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on February 24, 2015 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through March 31, 2016 with no increase to the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on April 1, 2016 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through March 31, 2017 and to increase the amount by \$60,396 which resulted in a total not to exceed amount of \$241,584; and

WHEREAS, Agreement was amended by the Parties on April 10, 2017 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through March 31, 2018 and to increase the amount by \$70,000 which resulted in a total not to exceed amount of \$311,584; and

WHEREAS, Agreement was amended by the Parties on April 24, 2018 (hereinafter, "Amendment No. 5", including Exhibit D-1, Rate Sheet for Additional Services, effective April 24, 2018) to

extend the term for one (1) additional year through March 31, 2019 and to increase the amount by \$70,000 which resulted in a total not to exceed amount of \$381,584; and

WHEREAS, the County BCSD desires that CONTRACTOR continue to provide services associated with the management, maintenance and operation (hereinafter, "services") of the San Jerardo Water System (hereinafter, "Project") while the County completes repairs to the water system control panel, fire pump, pump house, and fencing; and

WHEREAS, County has a continued need for services, beyond the anticipated Agreement term allowed per Request for Proposals (RFP) #10355; and

WHEREAS, CONTRACTOR's Revised Cost Estimate Sheet requires an update to rates for additional services, effective upon the date of final execution of this Amendment No. 6 which is the last date opposite the respective signatures below, as further set out in Exhibit D-2, attached hereto and incorporated herein by reference; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for ~~two (2)~~ one (1) additional years to March 31, ~~2021~~ 2020; to update rates for additional services of the Revised Cost Estimate Sheet; and to increase the annual amount by \$60,396 plus an additional \$9,604 per year for additional anticipated services, for a total increase of \$140,000 70,000, and a total amount not to exceed \$~~521,584~~ 451,584 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 6.

[Handwritten signatures and dates]
Contractor Initials and Date: 3/15/19
County Initials and Date: 3/15/19

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Paragraph 2.1 of Section 2.0, "Scope of Service", effective upon the date of final execution of this Amendment No. 6, to read as follows:

All labor, parts, and services shall be performed and executed at the contracted rates as set forth in Exhibits D, D-2 and E.

2. Amend the first sentence of Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

The initial term shall commence with the signing of the Agreement on July 30, 2013 through and including March 31, ~~2021~~ 2020.

3. Amend Paragraph 4.1.1 of Section 4.0, "Compensation and Payments", to read as follows:

This Agreement shall not exceed \$~~521,584~~ 451,584 for the initial ~~eight (8)~~ seven (7) years of the Agreement. Further, the parties understand and agree that the annual not to exceed amount for the initial four (4) years shall not exceed \$60,396 and that the annual not to exceed amount for all subsequent years shall not exceed \$70,000.

Contractor Initial and Date County Initials and Date
[Signature] 3/15/19 [Signature] 3/15/19

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

5. This Amendment No. 6 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. 6 are incorporated into the Agreement and this Amendment No. 6.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 4-1-19

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 3-5-19

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 3-6-19

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager**

By: _____

Name: _____

Title: _____

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

CONTRACTOR*

MCSI Water Systems Management

Contractor's Business Name

By: [Signature]
(Signature of Chair, President or Vice President)

Its: ROSS L. HATCH, PRESIDENT
(Print Name and Title)

Date: 3-1-19

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

Its: Russell L. Hatch, CFO
(Print Name and Title)

Date: 3/1/19

EXHIBIT D-2 – RATE SHEET FOR ADDITIONAL SERVICES
Effective upon the date of final execution of Amendment No. 6

Rates and Charges

	Hourly Rate
ADMINISTRATIVE & MANAGEMENT TASKS AND REGULATORY REPORTS	79.50
BASIC OFFICE TASKS - DATA ENTRY - BOOKKEEPING - TRACKING LAB TESTING	58.50
BILLING - FLAT RATE PER BILL	5.30
DESIGN OF BILLING & REPORT FORMS & LIEN WORK	79.50
FIELD OPERATIONS - SAMPLING - METER READING - BACKFLOW TESTING	88.50
TREATMENT OPERATIONS - DISINFECTION MANAGEMENT	97.75
EMERGENCY RESPONSE AND REPAIR	128.75
CONSULTING AND APPEARANCES	154.50
ENGINEERING SERVICES - P.E.	180.00
LAB FEES-PARTS - SUPPLIES - FILING FEES - POSTAGE	At Cost – No Markup
MILEAGE	Standard IRS Rate
CREW - GENERAL LABOR	29.00
DRAFT & FILE ELECTRONIC ANNUAL REPORT	245.00*
DRAFT & FILE CONSUMER CONFIDENCE REPORT	430.00*

* Cost dependent upon additional fields and data requirements.