

Attachment A

**AMENDMENT NO. 9
TO AGREEMENT
BETWEEN THE COUNTY OF MONTEREY
BORONDA COUNTY SANITATION DISTRICT (BCSD) AND
MCSI WATER SYSTEMS MANAGEMENT**

THIS AMENDMENT NO. 9 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, Agreement was amended by the Parties on April 1, 2019 (hereinafter, “Amendment No. 6”, including Exhibit D-2, Rate Sheet for Additional Services, effective April 1, 2019) to extend the term for one (1) additional year through March 31, 2020 and to increase the amount by \$70,000 which resulted in a total not to exceed amount of \$451,584; and

WHEREAS, Agreement was amended by the Parties on March 23, 2020 (hereinafter, “Amendment No. 7”) to extend the term for two (2) additional years through March 31, 2022 and to increase the amount by \$140,000 which resulted in a total not to exceed amount of \$591,584; and

WHEREAS, Agreement was amended by the Parties on March 30, 2022 (hereinafter, “Amendment No. 8”) to extend the term for one (1) additional year through March 31, 2023 and to increase the annual amount by \$70,000 which resulted in a total not to exceed amount of \$661,584; 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, “Water System” or “Project”) while the County/BCSD (1) completes repairs to the Water System control panel, fire pump/generator, and (2) constructs improvements to complete the emergency intertie with the Foothill Estates Water System and (3) installs two (2) metered connections to benefit the property adjacent to the production well site per the terms of the Purchase Agreement for the production well site between the County/BCSD and the production well site Sellers Juan and Rosa Gutierrez; and

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

WHEREAS, the California State Water Resources Control Board supports the transfer of the Water System to the San Jerardo Housing Cooperative, Inc., and due to CONTRACTOR’s extensive knowledge of the Water System, it is beneficial to retain CONTRACTOR through completion of the necessary repairs and improvements to avoid delays in the transfer of the Water System; and

WHEREAS, the Parties agree that the CONTRACTOR’s annual cost for the services of the Project in Exhibit D – Revised Cost Estimate Sheet of the Agreement remain valid through March 31, 2025; and

WHEREAS, CONTRACTOR’s rates for additional services in Exhibit D-2 – Rate Sheet for Additional Services require an update effective April 1, 2023; and

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

WHEREAS, the Parties wish to further amend the Agreement to extend the term for two (2) additional years to March 31, 2025, to update the rates for additional services, and to increase the

annual amount by \$120,792 (\$60,396 per year) plus an additional \$19,208 (\$9,604 per year) for additional anticipated services, for a total increase of \$140,000, and a total amount not to exceed \$801,584 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 9.

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 April 1, 2023, 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-3 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, 2025.

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

This Agreement shall not exceed \$801,584 for the eleven (11) years and eight (8) months term 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.

4. In all places within the Agreement, any reference to Exhibit D-2 – Rate Sheet for Additional Services, effective April 1, 2019 is hereby replaced with Exhibit D-3 – Rate Sheet for Additional Services, effective April 1, 2023.

5. In all places within the Agreement, any reference to Department of Public Works, Facilities, & Parks is hereby replaced with Department of Public Works, Facilities and Parks.

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

7. This Amendment No. 9 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

8. The recitals to this Amendment No. 9 are incorporated into the Agreement and this Amendment No. 9.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 9 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY/BCSD

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

MCSI Water Systems Management
Contractor's Business Name

Date: _____

By: _____
(Signature of Chair, President or Vice President)

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

Its: _____
Ross L. Hatch, President
(Print Name and Title)

By: _____
DocuSigned by:
Mary Grace Perry
Mary Grace Perry
Deputy County Counsel

Date: 2/8/23

Date: 2/9/2023 | 9:57 AM PST

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

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

Approved as to Fiscal Provisions

By: _____
DocuSigned by:
Jennifer Forsyth
Auditor/Controller

Date: 2/8/23

Date: 2/9/2023 | 3:01 PM PST

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____
Danielle P. Mancuso
Risk Manager

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.

Effective April 1, 2023

M C S I WATER SYSTEMS MANAGEMENT

11552 HIDDEN HILLS RD. CARMEL Valley, CA 93924

(831) 659-5360 FAX 659-3166 mcsiwatermanager@gmail.com

STANDARD RATES AND CHARGES

	HOURLY RATE
ADMINISTRATIVE & MANAGEMENT TASKS - REPORTS, LTENS, TAX WORK	88.50
BASIC OFFICE TASKS – DATA ENTRY, BILLING, SCHEDULING, CUSTOMER SERVICE	65.00
FIELD OPERATIONS – SAMPLING, METER READING, BACKFLOW TESTING	99.75
TREATMENT OPERATIONS – DISINFECTION MANAGEMENT, INSPECTIONS	99.75
EMERGENCY RESPONSE AND REPAIR	143.00
CONSULTING AND APPEARANCES	178.50
LAB FEES – PARTS – SUPPLIES – FILING FEES - POSTAGE	AT COST - NO MARKUP
MILEAGE	Per Current Standard IRS Rate
CREW - GENERAL LABOR	41.00
DRAFT & FILE ELECTRONIC ANNUAL REPORT	310.00*
DRAFT & FILE CONSUMER CONFIDENCE REPORT	520.00*

*Cost may be higher due to additional fields and data requirements unknown at this time.