

**AMENDMENT NO. 7
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
MCSI WATER SYSTEMS MANAGEMENT**

THIS AMENDMENT NO. 7 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, 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 and fire pump; and

WHEREAS, County 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 Project to the San Jerardo Cooperative, and due to CONTRACTOR's extensive knowledge of the Project, 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, 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) additional years to March 31, 2022 and to increase the annual amount by \$60,396 plus an additional \$9,604 for additional anticipated services, for a total annual increase of \$70,000, and a total amount not to exceed \$591,584 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 7.

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

1. 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, 2022.

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

This Agreement shall not exceed \$591,584 for the initial nine (9) 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.

- Amend Paragraph 5.1 of Section 5.0, "Invoices and Purchase Orders", to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 5.0, "Invoices and Purchase Orders", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA #3000*988), the project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

Boronda County Sanitation District –San Jerardo
 County of Monterey
 Resource Management Agency (RMA) – Finance Division
 1441 Schilling Place, South 2nd Floor
 Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

- Amend Paragraph 7.2.1.2 of Section 7.0, "Insurance Requirements", to read as follows:

Business Automobile Liability Insurance, covering all motor vehicles, including leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- Amend County and CONTRACTOR notice information in Section 20.0, "Legal Disputes", to read as follows:

| TO COUNTY: | TO CONTRACTOR: |
|---|-----------------------------------|
| Lynette Redman, Management Analyst III | Russell L. Hatch, CFO |
| County of Monterey, Resource Management Agency | MCSI Water Systems Management |
| 1441 Schilling Place, South 2 nd Floor | 11552 Hidden Hills Road |
| Salinas, California 93901-4527 | Carmel Valley, California 93924 |
| Phone: (831) 796-6038 | Phone: (831) 659-5360 |
| Fax: (831) 755-4958 | Fax: (831) 659-3166 |
| Email: redmanl@co.monterey.ca.us | Email: mcsiwatermanager@gmail.com |

- All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
- This Amendment No. 7 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- The recitals to this Amendment No. 7 are incorporated into the Agreement and this Amendment No. 7.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

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: _____
Mary Grace Perry
Deputy County Counsel

Date: 2-17-20

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

Date: _____

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

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 2/17/2020

Date: _____

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

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

MCSI Water Systems Management

Contractor's Business Name

Date: 03-23-2020

By: [Signature]
(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: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 2-17-20

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

Date: 2-20-2020

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

Approved as to Fiscal Provisions

Date: 2/17/2020

By: [Signature]
Auditor/Controller

Date: 2/24/2020

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|---|
| PRODUCER Leap/Carpenter/Kemps Insurance Agency 3187 Collins Dr. Merced CA 95348 | CONTACT NAME: Dottie Flores PHONE (A/C, No, Ext): 209-386-5076 FAX (A/C, No): 209-385-6126 E-MAIL ADDRESS: dflores@lckinsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED M.C.S.I. Water Systems Mgmt 11552 Hidden Hills Road Carmel Valley CA 93924 | MCSIW-1 | INSURER A : Philadelphia Indem Ins Co. NAIC # 18058 INSURER B : Preferred Employers Ins Co 10900 INSURER C : INSURER D : INSURER E : INSURER F : |

COVERAGES

CERTIFICATE NUMBER: 985705708

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | Y | PHPK1977763 | 5/26/2019 | 5/26/2020 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | PHPK1977763 | 5/26/2019 | 5/26/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WKN108443-19 | 11/1/2019 | 11/1/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liability | | | PHPK1977763 | 5/26/2019 | 5/26/2020 | 1,000,000 3,000,000 |
| A | Pollution Liability | | | PHPK1977763 | 5/26/2019 | 5/26/2020 | 1,000,000 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The County of Monterey, Its Officers, Agents and Employees are Additional Insured with respects to the General Liability. The General Liability policy is Primary/Non-Contributory per form attached.
 Waiver of Subrogation applies to the General Liability policy per form attached.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| County of Monterey 1441 Schilling Place, South 2nd Floor Salinas CA 93901 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY COVERAGE FORM WATER DISTRICTS INSURANCE PROGRAM

- A. SECTION II – WHO IS AN INSURED** is amended to include as an insured any person(s) or organization(s) whom you are required to add as an additional insured to this policy under a written contract, agreement or permit:
1. Currently in effect or which will become effective during the term of the policy; and
 2. Executed prior to the “occurrence,” offense, error, omission, “wrongful act” or “act, error or omission.”
- B.** The insurance provided to this additional insured is limited as follows:
1. That person or organization is an additional insured only with respect to liability arising out of:
 - a. Premises you own, rent, lease or occupy; or
 - b. Your ongoing operations performed for that additional insured as specified in the written contract, agreement or permit.
 2. The limits of insurance applicable to the additional insured are those specified in the contract, agreement, permit or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
 3. Coverage is not provided for liability or damages arising out of the sole negligence of the additional insured.
- C.** The insurance provided to the additional insured does not apply to liability or damages arising out of an architect's, engineer's or surveyor's rendering or failure to render any professional services including:
1. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. Supervisory, inspection, architectural or engineering activities.
- D.** Coverage provided by this endorsement will apply on a primary and non-contributory basis if a written contract, agreement or permit specifically requires that this insurance be primary and non-contributory.

Otherwise, coverage provided by this endorsement will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY COVERAGE FORM WATER DISTRICTS INSURANCE PROGRAM

- A. SECTION IV – CONDITIONS** is amended to include the following additional condition. This supersedes any other provision to the contrary:

We agree to **waive** any right of recovery against any person or organization, as required by written contract, because of payments we make for injury or damage which is limited to liability directly caused by “your work” which is imputed to such person or organization.

- B.** For the purpose of this endorsement, the following is added to **SECTION V – DEFINITIONS:**

“Your work”:

1. Means:

- a.** Work or operations performed by you or on your behalf; and
- b.** Materials, parts or equipment furnished in connection with such work or operations.

2. Includes:

- a.** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”; and
- b.** The providing of or failure to provide warnings or instructions.

All other terms and conditions of this policy remain unchanged.