



# Monterey County Board of Supervisors

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

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

## Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to:

**Agreement No.: A-12523 ; Amendment No.: 9**

- a. Approve Amendment No. 9 to Agreement No. A-12523 with MCSI Water Systems Management to continue providing services associated with the management, maintenance, and operation of the San Jerardo Water System, Request for Proposals #10355, update the rates for additional services, increase the not-to-exceed amount by \$140,000, bringing the total amount not to exceed to \$801,584, and extending the expiration date from March 31, 2023 for two (2) additional years through March 31, 2025, for a revised term from July 30, 2013 to March 31, 2025; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute: 1) Amendment No. 9 to Agreement No. A-12523 and 2) Future amendments to Agreement No. A-12523 to extend the term beyond the original term authorized in Request for Proposals #10355 where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

PASSED AND ADOPTED on this 28<sup>th</sup> day of February 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, 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 February 28, 2023.

Dated: March 17, 2023  
File ID: BCSD A 23-002  
Agenda Item No.: 1

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

Emmanuel H. Santos, Deputy

**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.

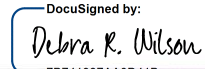
6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

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**

By:   
78741937A0D41B...  
Contracts/Purchasing Officer  
Date: 3/17/2023 | 1:02 PM PDT

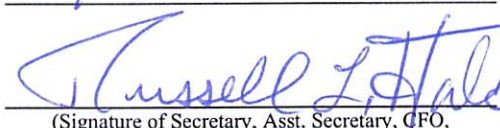
**CONTRACTOR\***

MCSI Water Systems Management  
Contractor's Business Name  
By:   
(Signature of Chair, President or Vice President)


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

By:   
A1933620E717442...  
Mary Grace Perry  
Deputy County Counsel  
Date: 2/9/2023 | 9:57 AM PST

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

Date: 2/8/23  
By:   
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

**Approved as to Fiscal Provisions**

By:   
4E7E657875454AE...  
Auditor/Controller  
Date: 2/9/2023 | 3:01 PM PST

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

Date: 2/8/23

**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](mailto: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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2022

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).

<b>PRODUCER</b> Leap/Carpenter/Kemps Insurance Agency 3187 Collins Dr. Merced CA 95348	<b>CONTACT NAME:</b> Nicole Ballenger <b>PHONE (A/C. No. Ext):</b> 209-386-5050 <b>E-MAIL ADDRESS:</b> nballenger@lckinsurance.com		<b>FAX (A/C. No.):</b> 209-385-6144
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> 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 : Insurance Co. of the West	27847
		INSURER C :	
		INSURER D :	
		INSURER E :	

**COVERAGES**

CERTIFICATE NUMBER: 1908338237

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2413404	5/26/2022	5/26/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<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			PHPK2413404	5/26/2022	5/26/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			PHUB814273	5/26/2022	5/26/2023	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WSA506267801	11/1/2022	11/1/2023	<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			PHPK2413404	5/26/2022	5/26/2023	1,000,000	3,000,000
A	Pollution Liability			PHPK2413404	5/26/2022	5/26/2023	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 endorsement attached.  
 Waiver of Subrogation applies to the General Liability and workers compensation policy per endorsements 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 <i>Nicole Ballenger</i>
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**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be **2 %** of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
<p><b>ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER.</b></p>	<p><b>CALIFORNIA OPERATIONS ONLY.</b></p>

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective **11/01/2022** Policy No. **WSA 5062678 01** Endorsement No. \_\_\_\_\_  
 Insured **M.C.S.I. WATER SYSTEMS** Premium \$ **INCL.**  
 Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By \_\_\_\_\_



**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.