

**AMENDMENT NO. 6 TO
OPERATIONS AND SERVICES AGREEMENT
BETWEEN PAJARO/SUNNY MESA COMMUNITY SERVICES DISTRICT AND
PAJARO COUNTY SANITATION DISTRICT**

THIS AMENDMENT NO. 6 to the Operations and Services Agreement between the Pajaro/Sunny Mesa Community Services District, a political subdivision of the State of California (hereinafter, "Community Services District"), and the Pajaro County Sanitation District (hereinafter, "County Sanitation District") is hereby entered into between the Community Services District and the County Sanitation District.

WHEREAS, County Sanitation District entered into an Operations and Services Agreement with Community Services District on January 9, 2007 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the parties on February 12, 2008 (hereinafter, "Amendment No. 1"), December 17, 2008 (hereinafter, "Amendment No. 2"), January 6, 2010 (hereinafter, "Amendment No. 3"), February 3, 2010 (hereinafter, "Amendment No. 4"); and December 17, 2010 (hereinafter, "Amendment No. 5"); and

WHEREAS, operational and maintenance services for the wastewater collection system in the Pajaro County Sanitation District have not been completed and continuing work is necessary; and

WHEREAS, the Community Services District and the County Sanitation District wish to further amend the Agreement to extend the term to February 9, 2012 and increase the dollar amount to continue to provide tasks associated with operational and maintenance services for the wastewater collection system in the Pajaro County Sanitation District.

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

1. Amend the first sentence of Paragraph 2, "Term", to read as follows:

The term of this Agreement shall commence on January 9, 2007 and shall end on February 9, 2012, unless sooner terminated by the parties.

2. Amendment No. 6 to Agreement hereby increases the Agreement amount by \$182,000 for a total amount not to exceed \$918,000.
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 6 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 6 to Operations and Services Agreement
Pajaro/Sunny Mesa Community Services District
Operational and Maintenance Services for the
Wastewater Collection System in the Pajaro County Sanitation District
RMA - Department of Public Works
Term: January 9, 2007 - February 9, 2012
Not to Exceed: \$918,000

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: *Janet B. Kirtner*
Chair of the Board of Supervisors

Date: 1-25-11

COMMUNITY SERVICES DISTRICT

By: *Don Rosa*
Don Rosa, Interim General Manager

Date: 12-21-2010

**Approved as to Form and Legality
Office of the County Counsel**

By: *Maya L. Lopez*
Deputy County Counsel

Date: 12/23/2010

Approved as to Fiscal Provisions

By: *[Signature]*
Auditor/Controller

Date: 12-23-10

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

Amendment No. 6 to Operations and Services Agreement
Pajaro/Sunny Mesa Community Services District
Operational and Maintenance Services for the
Wastewater Collection System in the Pajaro County Sanitation District
RMA - Department of Public Works
Term: January 9, 2007 - February 9, 2012
Not to Exceed: \$918,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2010

PRODUCER (831)724-1085 FAX: (831)724-1089
KBK Insurance Agency - CDI License #0426333
1006 Freedom Boulevard

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Watsonville CA 95076

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Pajaro Sunny Mesa Community Services
136 San Juan Rd

INSURER A: Scottsdale Indemnity Co.

INSURER B: National Casualty Ins. Co.

INSURER C:

INSURER D:

INSURER E:

Watsonville CA 95076

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY	WA10002326	9/8/2010	9/8/2011	EACH OCCURRENCE \$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5000
		GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1000000
						GENERAL AGGREGATE \$ 3000000
						PRODUCTS - COMP/OP AGG \$ 3000000
A	X	AUTOMOBILE LIABILITY	WA10002326	9/8/2010	9/8/2011	COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ 1,000,000
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS	As per schedule in Agency Office			
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		Physical Damage				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$
						AGG \$
B		EXCESS / UMBRELLA LIABILITY	UM00032832	9/8/2010	9/8/2011	EACH OCCURRENCE \$ 2,000,000
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2000000
		<input type="checkbox"/> DEDUCTIBLE				
		RETENTION \$				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				OTHER
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
		OTHER				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Monterey, its agents, officers and employees and the Pajaro County Sanitation District, its agents, officers and employees are named as additional insureds

This insurance is primary and non-contributory

CERTIFICATE HOLDER

CANCELLATION

County of Monterey and
Pajaro County Sanitation District
Shelley Dickinson
168 W Alisal Street, 2nd Fr
Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
John Kane III/JUDY



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-02-2010

GROUP: 000286
POLICY NUMBER: 0000300-2010
CERTIFICATE ID: 3
CERTIFICATE EXPIRES: 07-01-2011
07-01-2010/07-01-2011

MONTEREY COUNTY PUBLIC WORKS DEPT NG
168 W ALISAL ST 2ND FL
SALINAS CA 93901-2438

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Thomas E. Rone
President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2010-12-02 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: MONTEREY COUNTY PUBLIC WORKS DEPT

EMPLOYER

PAJARO/SUNNY MESA COMMUNITY SERVICES DISTRICT
(AN INC. PUB. AGCY.)
136 SAN JUAN RD
ROYAL OAKS CA 95076

[SA5,CS]