

**AMENDMENT NO. 5
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
MCSI WATER SYSTEMS MANAGEMENT**

THIS AMENDMENT NO. 5 to the Agreement 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 an Agreement 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, 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"); and

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

WHEREAS, additional time and funding are necessary to allow County staff to process a new RFP; and

WHEREAS, CONTRACTOR's Revised Cost Estimate Sheet requires an update to include rates for additional anticipated services, effective upon the date of final execution of this Amendment No. 5 which is the last date opposite the respective signatures below, as further set out in Exhibit D-1, attached hereto and incorporated herein by reference; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to March 31, 2019 and increase the annual amount by \$60,396 plus an additional \$9,604 for additional anticipated services, for a total increase of \$70,000, and a total amount not to exceed \$381,584 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 5.

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. 5, 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-1 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, 2019.

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

This Agreement shall not exceed \$381,584 for the initial six (6) 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 the fifth and sixth years shall not exceed \$70,000.

4. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California 93901-4527.
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 5 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)

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

Date: _____

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

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

By: _____
Mary Grace Perry
Deputy County Counsel

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

Date: _____

Date: 2/21/18

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

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) managing members. 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.