

Attachment C



Boronda County Sanitation District

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Director John M. Phillips, seconded by Director Chris Lopez to:

Agreement No.: A-12523; Amendment No. 8

Acting as the Board of Directors for the Boronda County Sanitation District:

- a. Approve Amendment No. 8 to Agreement No. A-12523 with MCSI Water Systems Management to continue to provide services associated with the management, maintenance, and operation of the San Jerardo Water System, Request for Proposals #10355, to increase the not-to-exceed amount by \$70,000, for a total amount not to exceed of \$661,584 and extend the expiration date from March 31, 2022 for one (1) additional year through March 31, 2023, for a revised term from July 30, 2013 to March 31, 2023; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute: 1) Amendment No. 8 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 22nd day of March 2022, by roll call vote:

AYES: Directors Alejo, Phillips, Lopez, Askew and Adams

NOES: None

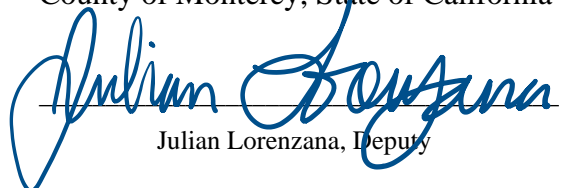
ABSENT: None

(Government Code 54953)

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 March 22, 2022.

Dated: March 24, 2022
File ID: BCSD A 22-001
Agenda Item No.: 1

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


Julian Lorenzana, Deputy

**AMENDMENT NO. 8
TO AGREEMENT
BETWEEN THE COUNTY OF MONTEREY
BORONDA COUNTY SANITATION DISTRICT (BCSD) AND
MCSI WATER SYSTEMS MANAGEMENT**

THIS AMENDMENT NO. 8 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, 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, (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 side 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, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County BCSD; and

WHEREAS, the Parties agree that the CONTRACTOR’s annual cost for the services of the Project in Exhibit D – Revised Cost Estimate Sheet and rates and charges for additional services in Exhibit D-2 – Rate Sheet for Additional Services of the Agreement remain valid through March 31, 2023; and

WHEREAS, the Parties agree that the CONTRACTOR’s annual amount for additional anticipated services remains at \$9,604 and is valid through March 31, 2023; and

WHEREAS, the Parties wish to further amend the Agreement to update the provisions of the Agreement, to extend the term for one (1) additional year to March 31, 2023, 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 \$661,584 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 8.

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, 2025.

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

This Agreement shall not exceed \$661,584 for the nine (9) 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.

3. 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 #3200*988), the Project name and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

Boronda County Sanitation District – San Jerardo
County of Monterey
Department of Public Works, Facilities, & Parks (PWFP) – 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 PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us.

4. Amend Paragraph 9.1 of Section 9.0, “Non-Discrimination”, to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code §12940(a), either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

5. Amend Paragraph 12.1 of Section 12.0, “Compliance with Applicable Laws”, to read as follows:

12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

6. Amend Agreement to add Section 21.0, “Consent to Use of Electronic Signatures”, as follows:

21.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

21.2 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

21.3 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

7. In all places within the Agreement, any reference to Resource Management Agency is hereby replaced with Department of Public Works, Facilities, & Parks.
8. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
9. This Amendment No. 8 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
10. The recitals to this Amendment No. 8 are incorporated into the Agreement and this Amendment No. 8.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 8 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY**CONTRACTOR***

By: DocuSigned by:
Debra R. Wilson
 7B741937A7A0D41B...
 Contracts/Purchasing Officer

Date: 3/30/2022 | 10:56 AM PDT

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

By: DocuSigned by:
Mary Grace Perry
 A1933B26E717442...
 Mary Grace Perry
 Deputy County Counsel

Date: 3/3/2022 | 12:09 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by:
Joey Nolasco
 F60C442ED05B437...
 Auditor/Controller

Date: 3/7/2022 | 3:15 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: _____

MCSI Water Systems Management

By: DocuSigned by:
Ross L. Hatch
 812E741C1FA24FC...
 (Signature of Chair, President or Vice President)

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

Date: 3/3/2022 | 11:04 AM PST

By: DocuSigned by:
Russell L. Hatch
 E631A86BF28D448...
 (Signature of Secretary, Asst. Secretary, CFO,
 Treasurer or Asst. Treasurer)

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

Date: 3/3/2022 | 11:15 AM PST

*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.