

**AMENDMENT NO. 3
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
MCSI WATER SYSTEMS MANAGEMENT**

THIS AMENDMENT NO. 3 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 to extend the term for one (1) additional year through March 31, 2015 (hereinafter, "Amendment No. 1"); and

WHEREAS, Agreement was amended by the Parties on February 24, 2015 to extend the term for one (1) additional year through March 31, 2016 (hereinafter, "Amendment No. 2"); and

WHEREAS, the County BCSD desires that CONTRACTOR continue to provide services associated with the management, maintenance and operation of the San Jerardo Water System (hereinafter, "Project"); and

WHEREAS, additional time and funding are required to allow the CONTRACTOR to continue to provide services for the Project for an additional one (1) year period; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to March 31, 2017 and increase the amount by \$60,396 for a total amount not to exceed \$241,584 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 3.

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, 2017, with the option to extend the Agreement for one (1) additional one (1) year period.

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

This Agreement shall not exceed \$241,584 for the initial four (4) years of the Agreement.

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

Invoices for all services rendered under this Agreement shall be submitted monthly and promptly, and in accordance with Section 5.2 of the Agreement. An original hardcopy of each invoice shall be sent to the following:

Boronda County Sanitation District – San Jerardo
County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

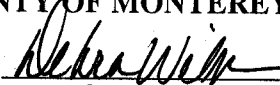
4. Amend the first sentence of Section 5.2 of Paragraph 5.0, "Invoices and Purchase Orders", to read as follows:

CONTRACTOR shall reference the Multi-Year Agreement number (#MYA 3000 *988) and associated Purchase Order number on all invoices submitted to County.

5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.


IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: 
Contracts/Purchasing Officer

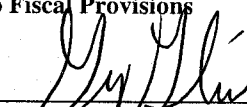
Date: 01 APR 2016

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

By: 
Deputy County Counsel

Date: MARY GRACE PERRY
2-16-2016

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 2-16-16

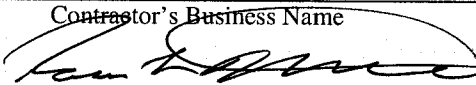
Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

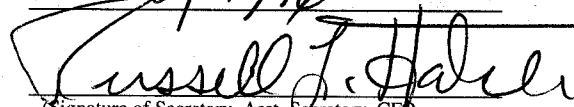
CONTRACTOR*

MCSI Water Systems Management
Contractor's Business Name

By: 
(Signature of Chair, President or Vice President)

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

Date: 2/7/16

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

Its: RUSSELL L. HATCH, CFO
(Print Name and Title)

Date: 2/10/16

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/21/2016

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 3187 Collins Dr. Merced, CA 95348 Pedro Ponce	CONTACT NAME: Pedro Ponce PHONE (A.C. No. Exh): 209-384-0727 FAX (A.C. No.): 209-384-0401 E-MAIL ADDRESS: pponce@jckinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Arch Insurance Co.	NAIC # 11150
INSURER B: Preferred Employers Ins Co	10900
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED **M.C.S.I. Water Systems Mgmt**
 11562 Hidden Hills Road
 Carmel Valley, CA 93924

COVERAGES **CERTIFICATE NUMBER:** **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 SUBS (INSR) 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 GENT. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	GWPKG0203300	06/26/2015	06/26/2016	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						
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> 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	WKN10844315	11/01/2015	11/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
A	Pollution Lia		GWPKG0203300	06/26/2015	06/26/2016	Agg Limit	2,000,000
A	Professional Lia		GWPKG0203300	06/26/2015	06/26/2016	Agg Limit	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 named as Additional Insured with respects to the General Liability. Waiver of Subrogation & Primary/Non-Contributory Wording Endorsements all apply. 10 Day Notice applies for non-payment of premium. Order #839300
 Location of Site: Old State Rd, Salinas CA

CERTIFICATE HOLDER MONTE04 County of Monterey Contracts/Purchasing Dept. 168 W. Alisal Street; 3rd Fl. Salinas, CA 93901	CANCELLATION 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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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/10/2015

PRODUCER FARMERS INS GRP - O BRIEN AGCY 1722 Seabright Ave Santa Cruz, CA 95062 (831) 429-9595		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.	
INSURED MCSI WATER SYSTEM MGMT 11550 HIDDEN HILLS RD CARMEL VALLEY, CA 93924		INSURERS AFFORDING COVERAGE INSURER A: MID CENTURY INSURANCE CO INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

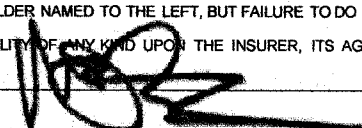
COVERAGES

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	604841533	08/12/15	08/12/16	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$ 1,000,000
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EAACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	
						OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: ALL OPERATIONS AS PERTAINS TO NAMED INSURED

CERTIFICATE HOLDER COUNTY OF MONTEREY CONTRACTS/PURCHASING DEPARTMENT 168 WEST ALISAL ST, 3RD FLOOR SALINAS, CA 93906	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL BE OBLIGATED TO MAIL 30 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 
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ARCH INSURANCE COMPANY

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01 A.M.	NOON		
GWPKG0203300	05	26	2015	X		M.C.S.I. Water Systems Mgmt	GW001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

WATER DISTRICTS INSURANCE PROGRAM – LIABILITY COVERAGE

Additional Premium: Included

A. SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization 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.

ARCH INSURANCE COMPANY

When this insurance is excess, we will have no duty under **SECTION 1 - INSURING AGREEMENT** to defend the additional insured against any "suit" if any other insurer has a duty to

defend the additional insured against that "suit". If no other insurer defends, we may undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Rosamaria Juonon

AUTHORIZED REPRESENTATIVE

6/22/15

DATE

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 GENERAL LIABILITY COVERAGE FORM

The Company agrees 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.

All other terms and conditions of the Policy remain unchanged.

Endorsement Number:

Policy Number: GWPKG0203300

Named Insured: M.C.S.I. Water Systems Mgmt

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 05/26/2015

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 02/12/2016	Countersigned By:
Named Insured: MANAGEMENT & (SEE E0002)	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): COUNTY OF MONTEREY, ITS OFFICERS, AGENTS & EMPLOYEES

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

