

Attachment D



Monterey County Board of Supervisors

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 Jane Parker:

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

Agreement No.: A-12523

- a. Approve Amendment No. 7 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 to increase the not-to-exceed amount by \$140,000, for a total amount not to exceed of \$591,584 and extend the expiration date from March 31, 2020 for two (2) additional years through March 31, 2022, for a revised term from July 30, 2013 to March 31, 2022; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute:
 - 1) Amendment No. 7 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 17th day of March 2020, by roll call vote:

AYES: Directors Alejo, Phillips, Lopez, Adams and Parker
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 17, 2020.

Dated: March 19, 2020
File ID: A 20-031
Agenda Item No.: 1

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

A handwritten signature in black ink, appearing to read "Joel G. Pablo", is written over a horizontal line. Below the line, the text "Joel G. Pablo, Deputy" is printed.

Joel G. Pablo, Deputy

**AMENDMENT NO. 7
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
MCSI WATER SYSTEMS MANAGEMENT**

THIS AMENDMENT NO. 7 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, 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") while the County completes repairs to the water system control panel and fire pump; and

WHEREAS, County 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 Project to the San Jerardo Cooperative, and due to CONTRACTOR's extensive knowledge of the Project, 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; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for two (2) additional years to March 31, 2022 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 \$591,584 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 7.

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, 2022.

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

This Agreement shall not exceed \$591,584 for the initial nine (9) 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 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 #3000*988), the project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

Boronda County Sanitation District –San Jerardo
County of Monterey
Resource Management Agency (RMA) – 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 RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

4. Amend Paragraph 7.2.1.2 of Section 7.0, "Insurance Requirements", to read as follows:

Business Automobile Liability Insurance, covering all motor vehicles, including leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

5. Amend County and CONTRACTOR notice information in Section 20.0, "Legal Disputes", to read as follows:

TO COUNTY:	TO CONTRACTOR:
Lynette Redman, Management Analyst III	Russell L. Hatch, CFO
County of Monterey, Resource Management Agency	MCSI Water Systems Management
1441 Schilling Place, South 2 nd Floor	11552 Hidden Hills Road
Salinas, California 93901-4527	Carmel Valley, California 93924
Phone: (831) 796-6038	Phone: (831) 659-5360
Fax: (831) 755-4958	Fax: (831) 659-3166
Email: redmanl@co.monterey.ca.us	Email: mcsiwatermanager@gmail.com

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 7 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. 7 are incorporated into the Agreement and this Amendment No. 7.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 7 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

Date: _____

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

By: _____

Mary Grace Perry
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

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.

MCSI Water Systems Management

Contractor's Business Name

By: _____

(Signature of Chair, President or Vice President)

Its: _____

(Print Name and Title)

Date: _____

By: _____

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

Its: _____

(Print Name and Title)

Date: _____

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Contracts/Purchasing Officer

MCSI Water Systems Management
Contractor's Business Name

Date: 03-23-2020

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

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

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

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 2-17-20

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

Date: 2-20-2020

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

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 2/17/2020

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

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.