

BOS AGREEMENT NO. 23-195

AMENDMENT #2

Original Agreement No.	PA-23-39
Amendment 1	PA-23-39-A1

**SECOND AMENDMENT TO COUNTY OF MENDOCINO
PURCHASING AGENT AGREEMENT NO. PA-23-39**

This second Amendment to Agreement No. PA-23-39 is entered into this 5th day of Dec , 2023 , by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Regional Government Services Authority (RGS)**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Agreement No. PA-23-39 was entered into on October 7, 2022; and

WHEREAS, first Amendment No. PA-23-39-A1 was entered into on June 30, 2023; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date set out in first Amendment No. PA-23-39-A1, from December 31, 2023 to June 30, 2024; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the amount set out in Agreement No. PA-23-39, from \$38,000 to \$158,000; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to replace Exhibit A, Definition of Services with Exhibit A-1, Definition of Services, effective October 26, 2023; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update Exhibit B, Payment Terms to include incidental expenses including travel, and new rates for 2023.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in first Amendment No. PA-23-39-A1 is hereby extended from December 31, 2023 to June 30, 2024.
2. The amount set out in Agreement No. PA-23-39 is hereby increased from \$38,000 to \$158,000.
3. The Exhibit A, Definition of Services is hereby replaced with Exhibit A-1,

- Definition of Services, effective October 26, 2023, and the new Exhibit A-1 is attached herein.
4. The Exhibit B, Payment Terms is hereby updated, and a new Exhibit B is attached herein.

All other terms and conditions of Agreement No. PA-23-39 and first Amendment No. PA-23-39-A1 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: [Signature]
DEPARTMENT HEAD

Date: 11/17/2023

Budgeted: Yes No

Budget Unit: AC

Line Item: 86-2189

Grant: Yes No

Grant No.:

COUNTY OF MENDOCINO

By: [Signature]
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 12/05/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 12/05/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: [Signature]
Deputy 12/05/2023

INSURANCE REVIEW:

By: [Signature]
Risk Management

Date: 11/17/2023

CONTRACTOR/COMPANY NAME

DocuSigned by:
By: [Signature] Acting HR Manager
SIGNATURE

Date: 11/27/2023

NAME AND ADDRESS OF CONTRACTOR:

Regional Government Services Authority
P.O. Box 1350
Carmel Valley, CA 93924

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: [Signature]
Deputy

Date: 11/17/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 11/17/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed EB# 24-55
Mendocino County Business License: Valid
Exempt Pursuant to MCC Section: Located outside Mendocino County _____

EXHIBIT A-1

DEFINITION OF SERVICES

Subject to the terms and conditions of this Agreement, Regional Government Services (RGS) shall assign RGS employee(s) to serve as Advisors to the County of Mendocino, hereafter "Agency". RGS services are not duplicated by Agency employees and are not intended to be performed by Agency employees but are wholly outsourced to RGS. This work may be done onsite or remotely. RGS Advisors will provide the following services.

1. Initial assessment. The project objective is a report with recommended actions that will guide the Agency through immediate steps intended to initiate a transparent, compliant, and responsive Auditor Controller Treasurer Tax Collector (ACTTC) office. Features of the Assessment will include:
 - a. Assessment of the "as-is" functionality of the ACTTC Department, including the capability of Enterprise Resource Planning (ERP) and staff capacity.
 - b. Delineation of mandatory required functions for the Agency's ACTTC.
 - c. Identification of deficiencies, and recommendations to address these, including recommended prioritization.
 - d. A Roadmap to the provision of timely, accurate Financial Reporting.
2. RGS shall facilitate short-term delivery of essential financial documentation.
 - a. RGS will consult with and provide advisor resources to the ACTTC to support the delivery of the critical functions of the ACTTC Department, including:
 - i. Services as needed to facilitate completion of Fiscal Year (FY) 2022 and 2023 Independent Auditors Report.
 - a. FY 2022 Complete Audit Journals.
 - b. FY 2023 Audit Project Management and other services as required to facilitate completion.
 - ii. Assistance as requested with bank reconciliation.
 - iii. Research as required to update ERP (Tyler Munis) transactional adjustments to achieve reconciliation between financial statements and facilitate identified adjustments.
 - iv. Providing on call expertise and consultation on any departmental matter, as indicated by written request of the ACTTC.
3. RGS and Agency staff will meet regularly to ensure deliverables under this Agreement are being met.

[END OF DEFINITION OF SERVICES]

EXHIBIT B**PAYMENT TERMS**

COUNTY shall pay CONTRACTOR for actual work performed, incidental expenses including travel, and demonstration of work product accepted by the COUNTY for satisfactory completion of services as described in Exhibit A.

COUNTY will pay CONTRACTOR's hourly rates for hours actually worked as follows:

2022 Rates

CLASSIFICATION	HOURLY RATE
Chief Operating Officer	\$170 to \$230
Deputy Chief Operating Officer	\$155 to \$205
Senior/Lead Advisor	\$140 to \$200
Advisor	\$125 to \$170
Project Advisor	\$110 to \$130
Project Coordinator	\$90 to \$125
Technical Specialist	\$85 to \$120

2023 Rates

TITLE	HOURLY RATE
Strategic Services Consultant	\$176
Senior Advisor	\$150
Advisor	\$128
Technical Specialist	\$114
Administrative Specialist	\$102

Upon acceptance of demonstrated work product CONTRACTOR will submit invoices no more than once every thirty (30) days, detailing the specific services provided and explaining of any incidental charges.

Payments for this AGREEMENT shall not exceed One Hundred Fifty-Eight Thousand Dollars (\$158,000).

END OF PAYMENT TERMS]