

**THIRD AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. SS-22-028**

This third Amendment to Agreement No. SS-22-028 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **TRI-CITIES ANSWERING SERVICE AND CALL CENTER, INC.**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. SS-22-028 was entered into on July 1, 2022; and

WHEREAS, first Amendment No. PA-23-102, SS-22-028-A1 was entered into on June 20, 2023; and

WHEREAS, second Amendment No. PA-24-14, SS-22-028-A2 was entered into on September 8, 2023; and

WHEREAS, upon execution of this document by COUNTY 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 second Amendment Agreement No. PA-24-14, SS-22-028-A2, 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 first Amendment Agreement No. PA-23-102, SS-22-028-A1, from \$45,000 to \$65,000; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to update the Exhibit B, Payment Terms set out in second Amendment No. PA-24-14, SS-22-028-A2 to reflect the amount increase, and the termination date change from this third Amendment.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in second Amendment No. PA-24-14, SS-22-028-A2 is hereby extended from December 31, 2023 to June 30, 2024.
2. The amount set out in first Amendment No. PA-23-102, SS-22-028-A1 is hereby increased from \$45,000 to \$65,000.
3. The Exhibit B, Payment Terms, set out in second Amendment No. PA-24-14, SS-22-028-A2 is hereby updated, and a new Exhibit B is attached herein.

All other terms and conditions of Agreement No. SS-22-028, first Amendment No. PA-23-102, SS-22-028-A1, and second Amendment No. PA-24-14, SS-22-028-A2 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Steph Nite
DEPARTMENT HEAD

Date: 2-27-2024

Budgeted: Yes
Budget Unit: 5010
Line Item: 86-2060
Org/Object Code: SSCL
Grant: No
Grant No.: 'N/A'

COUNTY OF MENDOCINO

By: Maureen Mulheren
MAUREEN MULHEREN, Chair
BOARD OF SUPERVISORS

Date: 03/26/2024

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Annay
Deputy 03/26/2024

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: Annay
Deputy 03/26/2024

INSURANCE REVIEW:

By: Daniel Corbin
Risk Management

Date: 02/15/2024

CONTRACTOR/COMPANY NAME

By: Darlene Stratford
Darlene Stratford, CEO

Date: 2-26-2024

NAME AND ADDRESS OF CONTRACTOR:

Tri-Cities Answering Service and Call Center, Inc.
P.O. Box 581
14210 Olympic Dr.
Clearlake, CA 95422
(707) 994-7427
tricitieceo@gmail.com

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:

By: Charlotte Scott
COUNTY COUNSEL

Date: 02/15/2024

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Steph Nite
Deputy CEO or Designee

Date: 02/15/2024

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☒ EB# 24-83
Mendocino County Business License: Valid ☐
Exempt Pursuant to MCC Section: Located outside Mendocino County

EXHIBIT B

PAYMENT TERMS

- I. COUNTY will pay CONTRACTOR (Tri-Cities Answering Service and Call Center) for satisfactory provision of services as defined in Exhibit A.
- II. Services furnished under this Agreement will be reimbursed as per the following budget:

Period of July 1, 2022- June 30, 2023

Description of Service	Annual Calls	Monthly	Annual
Service Fee (includes 225 calls monthly)		\$ 475.00	\$ 5,700
Estimated annual calls at .75 per call (for calls in excess of 225)	18,986.67		\$14,240
Service Charge for Message Storage		\$5.00	\$60
Phone Line Charges (.10 per minute)			\$5,000
Maximum Allowable Amount			\$25,000

Period of July 1, 2023 - June 30, 2024

Description of Service	Maximum Agent Time (minutes)	Monthly	Annual
Agent Call Time at \$1.25 per minute	27,952		\$34,940
Service Charge for Message Storage		\$5.00	\$60
Phone Line Charges (.10 per minute)			\$5,000
Maximum Allowable Amount			\$40,000

- III. CONTRACTOR will submit claims and reports using the electronic invoice provided by the COUNTY (Attachment 1):
- A. CONTRACTOR will submit invoices by the twentieth (20th) day of the month for services provided to clients in the previous month.
- B. Invoices submitted past the due date must be accompanied by a letter explaining why the invoice is late. COUNTY has the sole authority to determine whether to approve or disapprove payment of the late invoice.

C. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.

IV. This is a limited project and CONTRACTOR should make no assumption of continued funding from the COUNTY for this purpose at the end of this contract period.

V. Payments under this Agreement shall not exceed Sixty-Five Thousand Dollars (\$65,000) for the term of this Agreement.

[END OF PAYMENT TERMS]