



**REGIONAL
GOVERNMENT
SERVICES**

SERVING PUBLIC AGENCIES SINCE 2002

**AMENDMENT NO. 1 TO MANAGEMENT AND ADMINISTRATIVE
SERVICES AGREEMENT**

This first amendment to the Management and Administrative Services Agreement between the **RICHARDSON BAY REGIONAL AGENCY** (“Agency”) and Regional Government Services Authority, hereinafter called “RGS” is made and entered into this 12th day of January 2023.

RECITALS

The Agency and RGS entered into an Agreement for services dated October 15, 2021. This Amendment is entered into with reference to the following facts and circumstances:

- A. Exhibit A is replaced in its entirety with Exhibit A-1, attached.
- B. Exhibit B, Scope of Work, is replaced in its entirety with the attached Exhibit B-1.
- C. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Additional Services Amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

Dated: _____

Dated: _____

Agency

RGS

Stephanie Moulton-Peters, Board Chair

Richard H. Averett, Executive Director

Exhibit A-1

Compensation.

1. **Fees.** Agency and RGS will agree on a total appropriation in each Agency fiscal year for RGS services, which amount shall be included in the Agency’s adopted budget and which may not be exceeded without prior Agency approval.

Subject to the limits noted above, Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS’ full cost of compensation and support for the RGS employee(s) providing the services herein described.

The Parties agree that adjustments to the hourly rate shown below for “RGS Staff” will be made on July 1 of each year. RGS’ hourly bill rates will be adjusted by the percentage change in the Consumer Price Index (Bureau of Labor Statistics, CPI for urban wage earners and clerical workers in the San Francisco-Oakland-San Jose area) (“CPI”) for the twelve months through the end of December of the prior year. Irrespective of the movement of the CPI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a five percentage (5%) change, excepting instances where there was no increase in the prior year’s hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the CPI for the twelve months through the end of December of the prior year.

2. **Reimbursement of RGS’ Cost.** Agency shall reimburse RGS for direct external costs. Direct external costs, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month’s services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 5 working days’ advance written notice.

Payment Process/Address. RGS prefers invoices be paid electronically. Please contact RGS for electronic payment instructions —

Jefferson Kise, MBA, RGS Finance and Operations Manager
(831) 308-2718 | jkise@rgs.ca.gov

[EXHIBIT A-1 CONTINUES ON FOLLOWING PAGE]

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Should it be necessary for payments to be made by check then please use the following address:

Regional Government Services Authority
 PO Box 1350 | Carmel Valley, CA 93924

AGENCY CONTACTS

Agency Billing Contact. Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL
Jacqueline Mulroy, Admin Services Director	jmulroy@marincounty.org

Agency Insurance Contact. Please provide the contact person to whom the certificate of coverage should be sent:

NAME	EMAIL
Jacqueline Mulroy, Admin Services Director	jmulroy@marincounty.org

RGS STAFF

CLASSIFICATION	HOURLY RATE*
Chief Operating Officer	\$140 to \$230
Deputy Chief Operating Officer	\$135 to \$205
Senior/Lead Advisor	\$130 to \$200
Advisor	\$120 to \$170
Project Advisor	\$110 to \$130
Project Coordinator	\$90 to \$125
Technical Specialist	\$80 to \$120

*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup.

Total RGS costs during each Agency fiscal year will not exceed the annual amount for such services authorized in the Agency’s approved budget for that fiscal year.

Exhibit B-1

Scope of Services. Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall perform the functions as described below:

A. **COMPREHENSIVE ADMINISTRATIVE and OPERATIONAL SERVICES**

RGS will provide a range of administrative services to support the Agency's mission. RGS will deliver comprehensive administration through the implementation of organizational infrastructure and public administration best practices, including meeting management, required record keeping, and selected financial management, transactions and reporting activities (subject to the availability of data). RGS team members will focus on the administrative operations of the Agency including, but not limited to:

1. Serve as the Executive Director to the Agency's Board of Directors. implementing Board policies and directives and communicating them to stakeholders.
2. Acquire and monitor contractors to provide necessary technical services.
3. Coordinate Agency activities with all other member agencies and stakeholder organizations.
4. Ensure compliance with relevant state, local, and federal laws.
5. Monitor revenues and expenditures for consistency with the adopted budget; as needed, may pursue additional or alternative sources of Agency or project funding; may provide various ongoing financial management activities and reporting as needed, including: annual budget cycle, monthly financial reporting, preparation of financial projections, etc.
6. Develop strategic recommendations for long term sustainability of the agency mission as defined by the Board of Directors; Provide legislative analysis and recommendations to the Board; Provide a range of operational and administrative advice, and support the Board in developing Agency priorities,
7. Serve as the principal spokesperson for the Agency at public and professional functions and prepare reports and other materials for Agency meetings; oversee public information programs, and coordinate media relations.
8. Ensure Agency records are maintained and ensure proper noticing and documentation of board actions and minutes.

RGS will assign a team of employees to carry out the roles and activities described. The team currently consists of key RGS staff who are consistently assigned to the roles of Executive Director, Deputy Harbormaster, and Clerk of the Board/Administrative Assistant.

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RGS Advisors will:

- Work remotely through various technologies; in-person meeting and office attendance will be provided only as necessary.
- Be reasonably available to perform the services during the normal work week.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed with the appropriate Agency leadership; and with the RGS Lead Advisor. Projects and activities may be modified on request of the Agency.
- Perform other duties as are consistent with the services described herein and approved by the RGS Lead Advisor.
- Endeavor to provide additional Advisors (at the hourly rates shown in Exhibit A) for consultation with Agency staff on an as-needed basis to meet time and cost parameters, provide specialized skills, etc.
- Agency will only be invoiced for actual hours worked.

B. ADDITIONAL SERVICES

Other services may also be requested by the Agency according to the terms below:

- Services may be within any of the RGS service areas, including but not limited to: Human Resources, Employee Benefit Administration, Disability Leave Management, Payroll, Finance, Project and Agency Management, Training, and Strategic Planning.
- Services to be engaged via task order or amendment to this agreement.