

RGS Is Committed to Reducing Paper Waste by Use of Electronic Processes

RGS requests your assistance with meeting these waste reduction goals by joining us in the use of digital signature and electronic payment methods during our collaboration to reduce mailing and paper expenses.

As a convenience, RGS offers DocuSign to digitally sign our Agreements, providing a secure and legally binding digital signature process that eliminates the need for printing and distribution of documents.

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

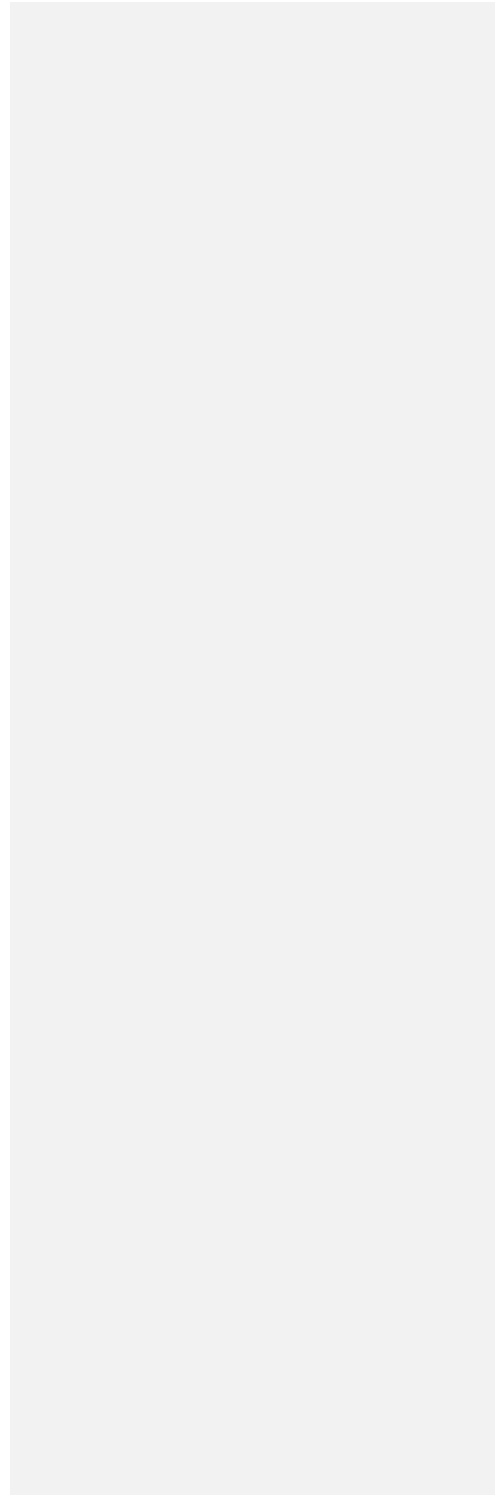
- **Expert Services:** RGS serves exclusively public sector agencies with its team of public-sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each Agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each Agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard-won experience.
- **Commitment:** Government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each Agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS is committed to honest interaction.
- When RGS employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public Agency, partnering is valued. We look out for each Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

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Agreement for Management and Administrative Services

This Agreement for Management Services (“Agreement”) is made and entered into as of the 1st day of December 2023, by and between the **MENDOCINO COAST HEALTHCARE DISTRICT**, a municipal agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to temporarily render certain services to it;
- B. That RGS is a management and administrative services provider and represents that it is qualified to provide such services to the Agency; and
- C. That Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement and at the direction of Agency (through Agency’s Board Chair) shall include those services set forth in the attached **Exhibits**, which are incorporated by this reference herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in the **Exhibits**.

- 1.1 Standard of Performance.** RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the types of services that RGS agrees to provide in the geographical area in which RGS operates shall be in compliance with all applicable laws.
- 1.2 Service Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a service advisor to Agency. The service advisor is available to assigned RGS staff and to Agency’s Board management and will check in regularly with both to address program/project directives. Typically service advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the **Exhibits** is at the sole discretion of RGS. In the event that Agency or RGS, at any time during the term of this Agreement, desires the reassignment of personnel, Agency and RGS shall meet and discuss in good faith to address the issue of concern, including but not limited to reassigning such person or persons. For the avoidance of doubt, however, RGS retains sole control as to assignment of its personnel.
- 1.4 Time.** RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance described above and to provide the services described in the **Exhibits**.

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Section 2. Term of Agreement and Termination.

2.1 Services shall commence on or about **December 1, 2023**, and shall be provided until the earlier of the Agency's termination of this Agreement pursuant to this section or and this Agreement is anticipated to remain in force to to June 30, 2024, at which time the agency, by mutual consent of RGS by written amendment, may choose to extend the Agreement for services may continue on a month-to-month basis, until one party terminates the Agreement or if Section 3 contains a "not to exceed" amount, until RGS charges for services reach the not-to-exceed amount at which point the Agreement will automatically terminate unless amended. Services provided under the month-to-month provision are subject to current RGS staff rates in effect at the time of service. Once this Agreement has converted to a month-to month basis, it shall automatically terminate upon the ninety-first (91st) continuous day with no billable service hours. After the ninety-first (91st) day with no billable service hours, RGS shall provide Agency with written notice of the automatic termination of the Agreement.

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2.2.3 This Agreement may be terminated by either Party, with or without cause, upon 30 days' written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency which determination shall be made in good faith. If Agency determines that the services performed by RGS are not satisfactory and/or RGS has not resolved the performance issues to the satisfaction of the Agency, Agency may terminate this Agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of the Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

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Section 3. Compensation. Payment for services under this Agreement shall not exceed \$117,400 and shall be billed, invoiced and paid as provided in the Exhibits.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

5.1 It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS employees only insofar as the results of RGS' services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:

5.1.1 Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee's Social Security Number or other similar personally identifying information, unless necessary to comply with applicable law or a court order.

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5.1.1

5.1.2 Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, “third party” means another government agency, private company, or individual. In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.

- 5.2** RGS shall provide services under this Agreement through one or more employees of RGS who RGS represents are qualified to perform the services contracted for by Agency. The positions of RGS staff that will coordinate services to the Agency are indicated in the **Exhibits**. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency’s objectives. At any time the RGS employee may be providing services to one or more RGS clients concurrent with the services being provided under this Agreement.
- 5.3** Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in the **Exhibits**. Agency confirms that RGS employees are not assuming and are not expected to assume any Agency staff position(s).
- 5.4** RGS employees may require access to Agency’s computer systems and networks to complete the assigned services. RGS requires its employees to agree to appropriate system usage policies, which include a pledge not to use partner agency electronic equipment for anything other than partner agency work. (These policies can be provided to Agency upon request.)
- 5.5** Agency shall not have any right to discharge any employee of RGS from RGS employment.
- 5.6** The provisions of this Agreement are not intended to create, nor shall they in way be interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.
- 5.7** RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker’s compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including employment or other taxes; and provide Agency with proof of payment of taxes on demand.

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Section 6. General Liability Coverage. RGS, pursuant to California Government Code Section 990, may satisfy its contractual liabilities with self-insurance (subject to the approval of Agency, which shall not be unreasonably withheld if such self-insurance otherwise

complies with the terms of this Section 6) and/or participate in a pooled risk purchasing program. RGS has and will continue to maintain a program of liability coverage against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors.

6.1 Workers' Compensation Coverage.

6.1.1 General requirements. RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

6.1.2 Waiver of subrogation. The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

6.2 Commercial General, Automobile, and Professional Liability Coverages.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than \$2,000,000 aggregated for bodily injury, personal injury, and property damage.

6.2.2 Minimum scope of coverage. RGS coverage may not be written on ISO forms but will always provide coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

6.3 Professional Liability Insurance. RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

6.4 All Policies Requirements.

6.4.1 Coverage requirements. Each of the following shall be included in the coverage or added as an endorsement:

- a. Agency and its officers, employees, and agents, shall be covered as additional named insured ~~covered parties~~ with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b. An endorsement to RGS' general commercial and automobile coverages must state that coverage is primary with respect to Agency

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and its officers, officials, employees and agents.

- c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

6.4.2 Acceptability of coverage providers. All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.

6.4.3 Verification of coverage. Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements shall ~~be~~ shall be signed by a person authorized to bind coverage on ~~the insurers' its~~ its behalf. Agency reserves the right to require complete, certified copies coverage at any time. Insurance certificates shall be provided to Sara Spring at sspring@medh.org.

6.4.4 Subcontractors. RGS shall include all subcontractors as insureds under its coverage or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the insurance requirements stated herein.

6.4.5 Variation. During the term of this Agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.

6.4.6 Deductibles and Self-Insured Retentions. RGS shall disclose any self-insured retention ~~to if Agency so requests~~ to Agency prior to performing services under this Agreement, ~~and or~~ and within a reasonable period of time of a request by Agency during the term of this Agreement.

6.4.7 Maintenance of Coverages. The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.

6.4.8 Notice of Cancellation or Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS earliest possible opportunity and in no case later than five business days after RGS is notified of the change in coverage. In the event of any such cancellation or reduction that is not promptly remedied by RGS, Agency shall have the right (but not the obligation) to obtain replacement coverage and charge the cost of same to RGS.

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Section 7. Legal Requirements.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

- 7.3 **Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.
- 7.4 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.
- 7.5 **Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to provide the services contemplated by this Agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.6 **Nondiscrimination and Equal Opportunity.** RGS shall not discriminate on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 **Records Created as Part of RGS' Performance.** All final versions of reports, data, maps, models, charts, studies, surveys, photographs, memoranda, [emails](#), plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Agency and are not necessarily suitable for any future or other use.
- 8.2 **Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California [or applicable federal](#) law. Agency shall notify RGS what information and

documents are confidential and thus subject to this section 8.2.

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8.3 RGS Books and Records. RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Agency under this Agreement for a minimum of 34 years following the expiration or termination of this Agreement, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.3 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of Agency, for a period of three years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written Agreement signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Disputes. Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

Section 13. Venue/Attorneys' Fees. Any suit or action initiated by either party shall be brought in MendocinoAlameda County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 14. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 15. Employment Offers to RGS Staff. Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 16. Entire Agreement. This Agreement, including the Exhibits, comprises the entire Agreement.

Section 17. Indemnification.

17.1 RGS' indemnity obligations.

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to reasonable attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission or intentional misconduct. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct. RGS' obligation to indemnify, defend, and hold harmless the Indemnitees shall survive the expiration or termination of this Agreement and shall extend to the negligence or misconduct of RGS' staff and contractors.

Training disclaimer

Agency understands and acknowledges that RGS advisors may, as part of the scope of services under this Agreement, provide training on various matters including human resources, accounting, or management practices. The advice and guidance included in such training does not, and is not intended to, constitute legal advice; instead, all information, content, and materials provided are based on industry best practices, but may not be applicable in all situations. Agency staff should not act or refrain from acting on the basis of the information provided as part of a training without first seeking legal advice from counsel in its relevant jurisdiction and/or appropriate Agency approval. RGS' obligation to indemnify, defend, and hold harmless indemnities pursuant to this section 17.1 for professional errors and omissions shall not exceed \$500,000.

17.2 Agency's indemnity obligations. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely because of a duty any of them performs in accordance with the services outlined in Exhibit B.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this

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- Commented [11]:** This limitation is solely for training none of which RGS is providing as part of this Agreement.
- Commented [12R11]:** The sentence says it limits RGS' obligation to indemnify, etc. under 17.1, which is not limited to training.
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Agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

17.3 Obligations and indemnity related to defined benefit retirement plan participation.

- a. RGS and Agency acknowledge and agree that, if Agency participates in a defined benefit plan (such as CalPERS, a pension plan, or Social Security) (“Retirement Program”), it is possible that the Retirement Program may find that RGS employees providing services pursuant to this Agreement are employees of Agency and should be registered with the Retirement Program as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency. Agency agrees not to ask RGS employees for personally identifying information.
- b. In the event that the Agency’s Retirement Program initiates an inquiry that includes examination of whether individuals providing services under this Agreement to Agency are Agency’s employees, Agency shall inform RGS within five business days and share all communications and documents from the Retirement Program that it may legally share. In the event that either RGS or Agency files an appeal or court challenge, RGS and Agency each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to an inquiry by a Retirement Program, including but not limited to costs of an administrative appeal or court challenge.
- c. In the event that any RGS employee or subconsultant providing services under this Agreement is determined by a court of competent jurisdiction or the Agency’s Retirement Program to be eligible for enrollment in the Retirement Program as an employee of the Agency, to the fullest extent of the law, Agency shall indemnify, defend, and hold harmless RGS for any Retirement Program contribution payment that Agency is required as a result to make to the Retirement Program as well as for the payment of any penalties and interest on such payments, if any.

Section 18. Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency: Mendocino Coast Healthcare District
P.O. Box 759775 River Drive
Fort Bragg CA, 95437

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924
Email: contracts@rgs.ca.gov

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00p.m. on a regular business day or else on the next business day.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____ **Agency**

By: _____
~~Paul Garza~~ Lee Finney, Board Chair Director
E: lfinney@medh.org ~~pgarza@medh.org~~

DATED: _____ **Regional Government Services Authority**

By: _____
Chris Paxton, Relationship Manager

Exhibit A

Compensation.

1. **Fees.** 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. Hourly rates shall be billed in 1/4 hour increments.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder. The Parties further agree adjustments to the hourly bill rate shown below for "RGS Staff" will be made on July 1 of each year, when 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' Direct Costs.** 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 are not included in the hourly bill rate and, will be invoiced to Agency when received and without mark-up. These external costs will be due upon Agency's receipt of properly documented invoices.
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 1530 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.

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Payment Process/Address. RGS prefers invoices be paid electronically.

RGS will reach out to your invoicing contact to establish and provide electronic payment instructions.

However, should you have questions or need other payment options, please contact:

Lindsay Rice, RGSA Accounting Manager
(650) 587-7300X12 | lrice@rgs.ca.gov

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

AGENCY CONTACTS

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

NAME	EMAIL
Paul GarzSara Spring, Director	pgarza@medh.org sspring@mcdh.org

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

NAME	EMAIL
Paul GarzSara Spring, Director	sspring@mcdh.org pgarza@medh.org

RGS STAFF RATES

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

**The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup and will fall outside of the not-to-exceed (if established) for services provided.*

Exhibit B

Scope of Services. Subject to the terms and conditions of this Agreement, RGS shall assign RGS employee(s) to serve as Advisor(s) to the Mendocino County Health Care District which may require providing immediate ongoing consultative services. This work may be done either onsite or remotely, and may include performing any or all the functions described below:

Agency Administration Services

RGS will provide comprehensive Administration Services to support the Mendocino Coast Health Care District through the implementation of a team skilled in developing organizational infrastructure and best public agency management practices that support the District.

Initial assessment as described in Proposal (Flat Fee) \$10,000

RGS will also focus on administering the day-to day operations of the District, including:

Administrator Services

Through assigned RGS staff working per policy and actions of the Agency Board, in consultation with the Board Chair with the Board Chair and Board, serve as the Agency Administrator, supporting the District's Board in effective governance, policy, and priority setting by:

- to pprepareing reports and agendas for Board and committee meetings in Consultation with the Board Chair in accordance with agency By-laws.
- Arranging relevant presentations, information, updates, and analysis for Board consideration at meetings.
- Coordination of committee and Board activity and communication.
- Facilitating the policy decisions and priorities of the District's Board of Directors.
- Coordinate District administrative and project activities with other contracted service providers, District partnering organizations including Adventist Health, and others.
- Ensure District records are maintained in compliance with applicable law and Board policy.
- Implement and advise on District budgets.
- Serve as a spokesperson for the District, attend meetings with community stakeholders, and represent the District at public and professional functions as needed.
- Identify and pursue grant and other funding opportunities as appropriate.
- Facilitate strategic and other planning efforts as requested by the District.
- Ensure compliance with relevant state, local, and federal laws.
- Meet with bBoard regularly to ensure effective progress on identified priorities.
- Meet with local stakeholders as needed about RGS services and establish appropriate channels of communication, following closely all administrative guidelines and requirements.
- As mutually agreed between the Board Chair District and RGS, maintain office hours access and ensure the office is a functional and usable space.

Support Services (Hourly Bill Rates)

- Ensure timely, responsive, and compliant meeting notices and production of Board actions and minutes.
- Compliance with Public Records Act requests in appropriate collaboration with District counsel.
- Submit budget Calendar providing Transparency and Board decision making.
- Prepare RFP's and other procurement processes as directed by the Board Chair
- Develop, negotiate, and monitor District contracts for technical and other services as needed.
- Ensure effective implementation of District's Communication and Engagement Plan, including coordination of public information, workshops, and education programs, providing appropriate website and social media messaging, and coordinating media relations.
- Consult on any required matter in the Ffield of public administration.

Commented [15]: This is an Administrative function

Commented [16R15]: And administration works at the direction of the Board. This language needs to stay in.

RGS Proposal dated 11/12/23 Attached for reference.



November 12, 2023, Via email to pgarza@mcdh.org and ssavage@mcdh.org

Paul Garza, Director, and Susan Savage, Director/Board Secretary
Mendocino Coast Health Care District
P. O. Box 579
Fort Bragg, CA 95437

RE: DISTRICT ADMINISTRATION SERVICE OPTIONS

Dear Mr. Garza and Ms. Savage:

Thank you for the opportunity to offer our services to the Mendocino Coast Health Care District (District). We understand that the District seeks to retain a consultant with relevant knowledge, skills, and abilities to provide basic public administration services to support the Board’s objectives and to maintain and advance the District’s mission.

RGS is a unique, fee-supported, joint powers authority specializing in public-sector administration and consulting services and employing experienced public-sector professionals. Since 2002, RGS has served nearly 400 public agencies in California. RGS has a solid and respected reputation with the public agencies we serve for timely, cost-efficient delivery and effective implementation. As a public agency ourselves, we fully understand the needs and requirements of public agencies.

RGS prides itself on our flexible approach. The array of services described in this document will be provided by an RGS team and managed in in cooperation with other District consultants to provide a comprehensive approach to providing the District with a solid administrative foundation. We are happy to meet further with you to scope specific service types and define collaborative relationships and roles that best fit the needs of your District.

Please do not hesitate to contact me at 650-587-7315 or sselivanoff@rgs.ca.gov if further information is desired. The RGS team looks forward to the opportunity to be of service to the Mendocino Coast Health Care District.

Sincerely,

Sophia Selivanoff, Executive Director

REGIONAL GOVERNMENT SERVICES

PROPOSED SERVICES

Organizational Assessment

RGS will promptly provide an initial assessment of the current state of executive, administrative, financial, and contract management of the District. An analysis of the strengths and gaps in current administrative systems and practices, along with opportunities for improvement in functionality will be delivered to the Board of Directors, with a written [workplanwork plan](#) prioritizing recommendations to address significant needs and issues.

This assessment will provide a road map to the fulfillment of all necessary administrative functions. As identified in the report, these needs may be met by various resources over varying time frames, and the report will recommend to the District an efficient and cost-effective path or paths. The administrative systems and functions assessed will include but are not limited to: governance procedure and transparency, contract management, and public agency human resources and financial management. The initial goal is to recommend any needed actions or programs to achieve public administration consistent with industry standards in so far as resources permit.

Secondary objectives, which may be included as budget permits, include:

- Identification of a “staffing readiness” path in the event the District wishes in future to directly employ administrative personnel.*
- Recommendations and timeline to achieve a set of financial reports that best present the District’s fiscal condition for future issuance of debt.

Agency Administration Services

RGS will provide comprehensive Administration Services to support the Mendocino Coast Health Care District through the implementation of a team skilled in developing organizational infrastructure and best public agency management practices that support the District. RGS will focus on administering the day-to day operations of the District including:

- Through assigned RGS staff, serve as the Agency Administrator, supporting the District’s Board in effective governance policy and priority setting by:
 - Preparing reports and agendas for Board and committee meetings.
 - Arranging relevant presentations, information, updates and analysis for Board consideration at meetings.
 - Coordination of committee and Board activity and communication.
 - Facilitating the policy decisions and priorities of the District’s Board of Directors.
- Ensure timely, responsive, and compliant meeting notices and production of Board actions and minutes.
- Ensure District records are maintained and comply with Public Records Act requests in appropriate collaboration with District counsel.

- Coordinate District administrative and project activities with other contracted service providers, District partnering organizations including Adventist Health, and others.
- Implement and advise on District budgets.
- Identify and pursue grant and other funding opportunities as appropriate.
- Prepare RFP's and other procurement processes; develop, negotiate, and monitor District contracts for technical and other services as needed.
- Serve as a spokesperson for the District, attend meetings with community stakeholders, and represent the District at public and professional functions as needed.
- Ensure effective implementation of District's Communication and Engagement Plan, including coordination of public information, workshops, and education programs, providing appropriate website and social media messaging, and coordinating media relations.
- Facilitate strategic and other planning efforts as requested by the District.
- Ensure compliance with ~~relevant~~ relevant state, local, and federal laws.
- As mutually agreed between the District and RGS, maintain office hours access and ensure the office is a functional and usable space.

RGS will implement and manage an organizational structure that is successful in managing the administrative functions of the District as well as supporting longer-term objectives and program development; work closely with the District's Board; assign experienced and skilled staff to perform all contracted functions. As part of RGS' mission, vision, and values, RGS will ensure cooperative working relationships with all involved.

After the contract has been signed, RGS will:

- Assign an employee to serve as the Agency Administrator, who will meet with the Board to finalize role definition and identify initial priorities.
- Commence the organizational assessment project.
- Assign Clerk of the Board services and initiate the transition of relevant recordkeeping and communications systems, as needed.
 - As needed, establish a secure site and/or method for sharing active project data and/or for records retention.
- Establish effective workflows with existing contracted service provider(s).
- Ensure RGS team has a full and complete understanding of existing District administrative policies, practices, and systems, as well as any specific legal issues and regulatory mandates associated with the operation of the District.
- Meet with local stakeholders as needed about RGS services and establish appropriate channels of communication, following closely all administrative guidelines and requirements.
- Meet with board regularly to ensure effective progress on identified priorities.

The RGS staff prides itself on its ability to deliver accurate, professional products and services within reasonable timelines, and to provide clear, honest, and effective communications, all of which help to promote good relations with stakeholders at all phases of a client’s engagement.

RGS staff operate remotely throughout the state. Key members of the RGS team can easily be accessible to Board members and District partners via videoconference, phone, and email; and are willing and able to attend meetings or events in person as needed.

The RGS team contains skilled public executives, performing a variety of leadership consultation services. When assigning key team members, RGS will consider geographic location as well as the specific needs of the Board and community. Key team members (when assigned) will be supported by RGS’ broad bench of experts as needed to deliver services.

FEE STRUCTURE & COST OF SERVICES

RGS proposes an initial agreement term extending from December 1, 2023, to June 30, 2024. Although RGS typically bills on an hourly basis for work performed, for this service period we propose a mix of onetime costs, flat-fee monthly rates for general administrative services provided by the designated Agency Administrator, with an hourly billing for supportive services (with NTE amount) as shown below:

Agency Administrator Services (\$13,200 monthly, <u>up to 7</u> months)	<u>NTE</u> \$92,400
Assessment (one-time, flat fee)	_____ \$10,000
Governance/other administration and project services (hourly, as needed)	_____ \$15,000 (NTE)
Estimated Initial Maximum Cost of Services	\$117,400

Hourly rates include all personnel and administrative costs associated with assigned staff. Hourly rates for the team proposed are provided below.

Title	Hourly Rate
Strategic Services Advisor	\$176
Senior Advisor	\$150
Advisor	\$128
Technical Specialist	\$114
Administrative Specialist	\$102

*The Hourly Rate does not include direct external costs (such as travel, rent, office equipment and supplies) which will be invoiced to Agency with no markup.

Initial joint planning and prioritization of desired services and outcomes will be essential. The proposed assessment will be one tool for establishing clarity and setting priorities. It is RGS' experience that to succeed outstanding and ongoing communication along with great flexibility are required, and we look forward to designing an affordable approach with the Board.

REFERENCES

Below is a list of public agency clients who have contracted with RGS for agency administration services similar to those proposed for the Mendocino Coast Health Care District.

Steve McIntyre, Chair of the Board

Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA)

PO Box 1350, Carmel Valley, CA 93924

Ph: (831) 471-7519 (Clerk of the Board main)

Email: board@svbgsa.org

- SVBGSA has contracted with RGS since 2017.

Phillip Peters (Kern County Board of Supervisors), Chair of the Board

Indian Wells Valley Groundwater Authority (IWVGA)

c/o 1115 Truxtun Avenue, 5th Floor, Bakersfield, CA 93301

Ph: (661) 868-3650

Email: district1@kerncounty.com

- IWVGA has contracted with RGS since 2021.

John Boule, Executive Director

CalSAWS – A Statewide Automated Welfare System.

11290 Pyrites Way, Suite 150, Rancho Cordova, CA 95670

Ph: (916) 622-2265

Email: boulej@CalSAWS.org

- CalSAWS has contracted with RGS since 2009.

Chief Rich Pearce (Tiburon Fire Department), President of the Board

Marin Emergency Radio Authority (MERA)

C/O Town of Corte Madera, 300 Tamalpais Drive, Corte Madera, CA 94925

Ph: (415) 435-7200 (City of Tiburon)

Email: rpearce@tiburonfire.org

- MERA has contracted with RGS since 2009.

Russ Melton, Chair of the Board

Silicon Valley Regional Interoperability Authority (SVRIA)

601 El Camino Real, Santa Clara, CA 95050

Ph: (408) 615-5571

- SVRIA has contracted with RGS since 2020.

Robin Bartholow, Board Chair
Sonoma Mendocino Economic Development District
141 Stony Circle Suite 110, Santa Rosa, CA 95401
Ph: (707) 544-5575 (Sonoma County Farm Bureau)
robin@sonomafb.org

- SMEDD has contracted with RGS since November 2022.

In addition, RGS provides consulting services to many public agencies, including several in the Mendocino County region who have contracted with RGS.

Peggy Ducey , City Manager
City of Fort Bragg
416 North Franklin Street, Fort Bragg, CA 95437
pducey@fortbragg.com
RGS Projects: Comprehensive economic diversification feasibility study; City-wide classification and total compensation study

Mary Anne Petrillo, Chief Executive Officer
West Business Development Center
PO Box 1110, Mendocino CA 95460
maryanne@westcenter.org
RGS Projects: Communications support for Oneka Project; subcontractor for Economic Development Support Services to the County of Mendocino

Dan Buffalo, Finance Manager
City of Ukiah
300 Seminary Avenue, Ukiah, CA 95482
Ph: (707) 463-6220
dbuffalo@cityofukiah.com
RGS Projects: Various Finance Projects

Glenn McGourty, Supervisor, 1st District
Mendocino County
501 Low Gap Road, Room 1010, Ukiah, CA 95482
Ph: (707) 463-4221
RGS Projects: 2021 Drought Emergency Response Project Management

*The human resources infrastructure development and recruitment services needed to implement staffing readiness and/or hiring are not included in this proposal. If desired, RGS is happy to provide a separate proposal for such services once the assessment is completed and a clearer scope is available.