

AMENDMENT NO. 3 TO NAPA COUNTY AGREEMENT NO. 210126B

THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 210126B is made and entered into as of this 4th day of June, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and MGT of America Consulting LLC, whose mailing address is 3600 American River Drive, Suite 150, Sacramento, CA 95864, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 210126B (hereinafter referred to as "Agreement") in July 2020, for the provision of services relating to the management and processing of the County's state-mandated cost reimbursement process pursuant to SB90 as well as the preparation of the County's annual A-87 Indirect Cost Allocation Plan; and

WHEREAS, on July 1, 2022 the parties extended the term of the Agreement, added renewal provisions, and accordingly adjusted the compensation provision of the Agreement.

WHEREAS, the parties would like to revise the Scope of Work to remove section II and all references and costs regarding to the OMB A-87 Cost Report Services as described in Exhibit A.

TERMS

NOW, THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the Agreement in the manner set forth below:


1. Subparagraph (c) of Paragraph 3, "Compensation", is amended to read as follows:
"(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement per fiscal year shall not exceed a total of SIXTEEN THOUSAND NINE HUNDRED DOLLARS (\$16,900) for professional services provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred."
2. Exhibit "A" of the Agreement is rescinded and replaced by Exhibit "A-1" attached hereto and incorporated by reference herein, and all Agreement references to Exhibit "A" shall mean Exhibit "A-1."
3. Exhibit "B-1" of the Agreement is rescinded and replaced by Exhibit "B-2" attached hereto and incorporated by reference herein, and all Agreement references to Exhibit "B" or "B-1" shall mean Exhibit "B-2"
4. All other terms and conditions of Agreement 210126B not inconsistent with

this Amendment No. 3 shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 3 of Agreement 210126B was executed by the parties hereto as of the date first written above.

MGT of America Consulting LLC

By: 
A. Trey Traviesa, CEO

By: 
Patrick Dyer, Vice President

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the
State of California

By: _____
JOELLE GALLAGHER, Chair of the
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>/s/ Wendy M. Dau</u></p> <p>Date: May 29, 2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT "A-1"

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES - SB 90 State Reimbursement Claims

1. Establish schedule and approach for completion of all new and annual cost reimbursement claims.
2. Identify new claims that are expected to become mandated programs. Provide descriptions of these claims and data collection needs to the appropriate County Department/Office and SB-90 Coordinator.
3. Meet on-site annually with all involved County Departments and provide training for program and fiscal staff on the required documentation and processes for filing claims.
4. Prepare Claiming Plans for each Department/Office and submit to each Department/Office and the County's SB-90 Coordinator.
5. Timely complete all claims to include Direct and Indirect Costs Rate Proposals (ICRP) as indicated and assemble required documentation. Follow up with each Department/Office as needed to complete information for each claim. Request assistance from the County's SB090 Coordinator as necessary.
6. Perform an internal quality assurance review of all claims.
7. Provide the completed claims to the County Executive Officer for review and signature at least three weeks prior to the claiming deadline.
8. Submit annual claims and required documentation with the State Controller's Office in a timely fashion and in all cases before the submission deadline.
9. Provide the County with copies of all submitted claims and documentation from the State Controller's Office, showing proof of timely filing and listing claim and amount.
10. Monitor the status of claims and payments. Provide the County with a list of all eligible claims and semi-annual reports on the status of those claims and payments.
11. Coordinate the County's overall claiming process. The County's SB-90 Coordinator will assist as necessary to facilitate the timely completion of work.
12. Regularly inform the County's SB-90 Coordinator of the status of the work and of any issues that arise.
13. Provide regular updates to the County's SB-90 Coordinator on changes in claiming rules and procedures.
14. Assist the County in establishing source documentation standards to support its claims.
15. Serve as a liaison with the State Controller's Office. Assist the County in responding to desk reviews or field audits by the State Controller for claims prepared and filed by Contractor.

II. Removed with Amendment #3

III. **COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.** As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT "B-2"

COMPENSATION AND EXPENSE REIMBURSEMENT

SB 90 Professional Fees	\$16,900
Cost Allocation Plan Professional Fees	\$18,900