



**REGIONAL
GOVERNMENT
SERVICES**

SERVING PUBLIC AGENCIES SINCE 2002

**AMENDMENT NO. 5 TO MANAGEMENT AND ADMINISTRATIVE
SERVICES AGREEMENT**

This fifth amendment to the Management and Administrative Services Agreement between the **MONTEREY PENINSULA WATER MANAGEMENT DISTRICT** (“Agency”) and Regional Government Services Authority, hereinafter called “RGS” is made and entered into this 1st day of July, 2021.

RECITALS

The Agency and RGS entered into an Agreement for services dated December 20, 2016. This Amendment is entered into with reference to the following facts and circumstances:

- A. Agency desires to amend the provisions of the Management and Administrative Services Agreement to extend the Human Resources Services.
- B. RGS is desirous of these changes as well.

Based upon the forgoing recitals, Agency and RGS agree to the terms of continued services set forth in Exhibit A.

- 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: 6/2/2021

MONTEREY PENINSULA WATER
MANAGEMENT DISTRICT

RGS

Richard Averett

Suresh Prasad

Richard H. Averett, Executive Director

**MONTEREY PENINSULA WATER MANAGEMENT DISTRICT
Amendment #5**

EXHIBIT A

Scope of Services

Subject to the terms and conditions of this Agreement, Regional Government Services Authority (RGS) shall assign RGS employee(s) to serve as the Human Resources Advisor(s) to the Monterey Peninsula Water Management District (District), which may require performing any or all of the functions described below:

- 2.1. Research best practices and draft human resources administrative policies, procedures, forms and templates to develop an effective and compliant system of human resources management practices and personnel transactions.
- 2.2. Identify key cultural perspectives within workgroups in order to provide effective communications to managers, supervisors, employees, and labor groups.
- 2.3. Confer with staff and employee representatives as requested to obtain input and/or feedback regarding policy and procedure recommendations; or to obtain information relevant to the resolution of personnel issues.
- 2.4. Create policy implementation plans and timelines, including identification of roles/activities to be carried out by the District's managers and supervisors.
- 2.5. Coach or train managers and supervisors on policies and implementation, prepare educational and informational and procedural documents, and participate in implementation meetings as needed.
- 2.6. Coach supervisors as needed in team building, conflict resolution, and other collaborative workplace skills.
- 2.7. Draft required management communications to employees and labor organizations and facilitate compliance with legal obligations as well as effective relationship building.
- 2.8. Draft specific documentation relevant to resolving a range of personnel issues; coach supervisors on conducting sensitive personnel conversations.
- 2.9. Design and coordinate payroll and benefits workflows with finance and departmental staff to ensure effective transactional operations; may process such transactions as needed.
- 2.10. Develop and conduct managerial, supervisory, or employee training courses.
- 2.11. Analyze a variety of information and recommend appropriate management action; provide written documentation of analysis and recommendations as needed.
- 2.12. Conduct recruitments as requested, and design selection processes and instruments to be used.
- 2.13. Draft or update individual job classification descriptions on an as-needed basis, and make preliminary compensation recommendations.
- 2.14. Monitor and manage medical leaves of absence, modified returns-to-work, and other illness/injury/disability issues as needed from initial injury through return to work or separation from employment; ensuring correct communications to all parties, and creating appropriate documentation.
- 2.15. Assist in preparation for labor negotiations, compiling data, recommending language revisions, and identifying administrative or operational options.
- 2.16. Conduct research and prepare essential functions information as needed

3. RGS Advisor(s) will:
 - 3.1. Perform the functions as assigned by the RGS lead advisor.
 - 3.2. Be reasonably available to perform the services during the normal work week.
 - 3.3. Meet as often as necessary for the purpose of consulting about the scope of work performed with the appropriate agency project manager and with the RGS lead advisor.
 - 3.4. Perform other duties as are consistent with the services described herein and approved by the RGS lead advisor.
4. Projects and activities may be modified on request of the District. District will only be invoiced for the actual hours worked.
 - 4.1. The hourly bill rate does not include mark-up for direct external costs which will be invoiced to the District at cost.
 - 4.2. Except for regular office hours, travel time to/from the District will be billed at Advisor's hourly rate. In addition, costs related to travel such as airfare, overnight accommodations, car rentals, and other incidentals will be billed at actual cost.
5. These services will begin immediately upon authorization of a contract for services.

The extension of services will be effective starting July 1, 2021 and this agreement is anticipated to remain in force through June 30, 2022, unless extended by mutual consent of both parties.

Hourly rates and "Not-to-Exceed" (NTE) schedule are amended as follows:

RGS STAFF

CLASSIFICATION	HOURLY RATE*
Chief Operating Officer	\$135 to \$220
Deputy Chief Operating Officer	\$130 to \$195
Senior/Lead Advisor	\$125 to \$190
Advisor	\$115 to \$160
Project Advisor	\$105 to \$125
Project Coordinator	\$85 to \$120
Technical Specialist	\$75 to \$115

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

The cost of services for the period July 1, 2021 – June 30, 2022 is estimated to not exceed (NTE) seventy thousand dollars (\$70,000).