

ADAMS COUNTY, COLORADO
AMENDMENT ONE TO AGREEMENT 2015.521 FOR
CONSULTING FOR COST ALLOCATION SERVICES

THIS AMENDMENT ONE TO PROFESSIONAL/PURCHASE OF SERVICE AGREEMENT 2015.521 is entered into this 5th day of May, 2017, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and MGT of America, Inc., located at 3800 Esplanade Way, Suite 210, Tallahassee, Florida 32311, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on January 22, 2016, the County entered into a Professional/Purchase of Service Agreement 2015.521 with Contractor; and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to renew the term.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the parties, the County and the Contractor agree as follows:


1. The Service Agreement is hereby amended to renew the term of the Agreement for one additional year to expire January 21, 2018.
2. The fee schedule shall be \$10,400.00.
3. The Service Agreement and this Amendment One contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Except as amended by this Amendment, and any prior amendment(s), the terms and conditions of the Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement and this Amendment One, the terms, conditions, and provisions of this Amendment One shall control.
4. The Recitals contained in this Amendment One are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
5. This Amendment One may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. Nothing expressed or implied in this Amendment One is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Amendment One or any terms, conditions, or provisions

hereof. All terms, conditions, and provisions in this Amendment One by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

7. If any provision of this Amendment One is determined to be unenforceable or invalid for any reason, the remainder of the Amendment One shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Service Agreement.
8. Each party represents and warrants that it has the power and ability to enter into this Amendment One, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the Contractor have caused their names to be affixed.

ADAMS COUNTY, COLORADO
DIRECTOR OF FINANCE



Ben Dahlman

5/5/17

Date

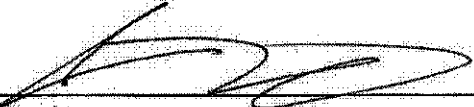
MGT OF AMERICA, INC.

Trey Traviesa

Print Name

President

Print Title



Signature

May 5, 2017

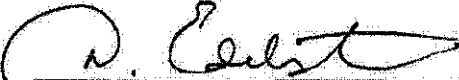
Date

ATTEST: STAN MARTIN
CLERK AND RECORDER

N/A

Deputy Clerk

APPROVED AS TO FORM:



County Attorney



May 1, 2017

Mr. Kevin Campbell
Accountant II
Finance Department
Adams County Colorado
Suite 4000A
4430 S Adams County Parkway
Brighton CO 80601

Dear Dan and Jean:

Thank you for the opportunity to present a price quote for a FY16 Full Cost Allocation Plan and a FY16 2 CFR Part 200 Cost Allocation Plan for Adams County, Colorado (County).

We will provide the following project deliverables.

1. Two trips to Brighton for meetings, workshops, interviews, and presentations related to the cost allocation plans.
2. Direct phone and electronic access to MGT project consultants.
3. A draft Full Cost allocation plan using a double step-down allocation methodology based on the County's year-end actual expenditures and on-site interviews with County personnel and reviewed with County staff on or before July 15 of each year*.
4. A final Full Cost allocation plan using a double step down methodology based on actual expenditures completed on or before August 15 of each year*.
5. A draft 2 CFR Part 200 (OMB A-87) cost allocation plan using a double step-down allocation methodology based on the County's year-end actual expenditures records and on-site interviews with County personnel and reviewed with County staff on or before June 1 of each year*.
6. A final 2 CFR Part 200 (OMB A-87) cost allocation plan using a double step down methodology based on actual expenditures on or before June 30 each year*.
7. Management reports based on the final Full Cost and 2 CFR Part 200 cost allocation plans. These management reports will include the following information:
 - A comparison to the last cost allocation plan, or similar analysis, to identify major variances of allocated costs to key receiving departments.
 - The per-unit costs of specific administrative and support activities.
 - Variance analysis of costs or allocations.
8. One printed and bound copy of the final Full Cost and 2 CFR Part 200 cost allocation plans, and one electronic (PDF) copy of each.
9. Negotiation of the 2 CFR Part 200 cost allocation plan with the appropriate Federal and State Representatives if such negotiation is requested.



10. Defend and respond to audit inquiries for a five-year period following delivery of the final 2 CFR Part 200 cost allocation plan.
11. Ongoing training, guidance, and assistance to County personnel.
12. Assistance in explaining costs developed in the Full Cost allocation plan and with identifying additional uses of the Full Cost and 2 CFR Part 200 cost allocation plans.

*Assumes required data is provided and reviews by County personnel are conducted in a timely manner.

We will provide the annual project deliverables for the following fixed, all-inclusive fee. This fee contains all direct and indirect costs including meetings, presentations, document production, etc.

FY16 Full Cost and 2 CFR Part 200 Cost Allocation Plans \$10,400.

Progressive payments are requested based on achieving project milestones.

All services will be provided under the direction of Mr. Eric Parish who has successfully provided cost allocation services for more than 30 Colorado cities and counties.

Please do not hesitate to contact Mr. Parish with questions or for additional information. His telephone number is (720) 255-6611 and his email address is eparish@mgtconsulting.com.

Sincerely,

Brad Burgess
Executive Vice President
MGT of America Consulting LLC

