

**AMENDMENT NO. 2
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
REGIONAL GOVERNMENT SERVICES AUTHORITY**

THIS AMENDMENT NO. 2 to Agreement No. A-14785 is entered by and between Regional Government Services Authority, a California joint powers authority (“CONTRACTOR or RGS”), and the County of Monterey, a political subdivision of the State of California (“County”), (collectively, the “Parties”), effective as of the last date opposite the respective signatures below.

WHEREAS, the Fort Ord Reuse Authority (FORA), CONTRACTOR, and the County entered into Agreement No. A-14785 effective June 29, 2020 (“Agreement”) for RGS to provide administrative and fiscal services to wind up FORA’s business affairs immediately prior to and for one year following FORA’s dissolution, for a term from June 15, 2020 through June 30, 2021 and for an amount not to exceed \$150,000; and

WHEREAS, on April 29, 2021, the Board of Supervisors amended the Agreement (“Amendment No. 1”) to increase the amount by \$50,000 for an amount not to exceed \$200,000 and authorized the County Administrative Officer to approve future amendments to the Agreement if the amendments do not significantly alter the scope of work or increase the amount payable under the Agreement; and

WHEREAS, the CONTRACTOR has completed the majority of the work under the Agreement with the exception primarily of two tasks; and

WHEREAS, additional time is required to allow the CONTRACTOR to complete the Fiscal Year 2020 Audit and State Controller’s Office Financial Transaction Report and other tasks that may remain in connection with winding up FORA’s business affairs; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for four additional months through October 31, 2021 with no associated increase in the amount payable to allow the CONTRACTOR to continue to provide services identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as previously amended by Amendment No. 1 as follows:

1. Amend the first sentence of Paragraph 3.01 of Section 3.0, “Term of Agreement”, to read as follows:

The term of this Agreement is from June 15, 2020 to October 31, 2021, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend County information under Paragraph 14.01 of Section 14.0, “Notices”, to read as follows:

Erik V. Lundquist, AICP, Director
County of Monterey, Housing and Community Development Department
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
Email: 194-HCD-Contracts@co.monterey.ca.us

3. In all places within the Agreement, any reference to County's email address of RMA-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with 194-HCD-Finance@co.monterey.ca.us.
4. Except as amended herein, all other terms and conditions of the Agreement as previously amended by Amendment No. 1, including all Exhibits thereto, remain unchanged and in full force and effect.
5. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

REGIONAL GOVERNMENT SERVICES AUTHORITY*

By: DocuSigned by: Charles J. McKee
81957F3E2FBF4CE Charles J. McKee
County Administrative Officer

By: DocuSigned by: Richard H. Averett
E238110A397F4AE... Richard H. Averett
Executive Director

Date: 6/16/2021

Date: 6/15/2021

**Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel**

By: DocuSigned by: Wendy S. Strimling
57334506DB194B Wendy S. Strimling
Assistant County Counsel

Date: 6/16/2021

Approved as to Fiscal Provisions

By: DocuSigned by: Gary Giboney
D3834BFEC1D844A Auditor/Controller

Date: 6/16/2021

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager**

By: _____
Leslie J. Girard
County Counsel-Risk Manager

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.