



Monterey County Board of Supervisors

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Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-14785; Amendment No.: 1

- a. Approve Amendment No. 1 to Agreement No. A-14785 with Regional Government Services Authority (RGS) to increase the not-to-exceed amount by \$50,000 for a total amount not to exceed of \$200,000, to enable RGS to continue to provide administrative and fiscal services to wind up the Fort Ord Reuse Authority's (FORA's) business affairs following FORA's dissolution, with no extension to the term of June 15, 2020 to June 30, 2021; and
- b. Authorize the County Administrative Officer to execute Amendment No. 1 to Agreement No. A-14785 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

PASSED AND ADOPTED on this 20th day of April 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting April 20, 2021.

Dated: April 28, 2021
File ID: A 21-118
Agenda Item No.: 71

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Julian Lorenzana, Deputy

**AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
REGIONAL GOVERNMENT SERVICES AUTHORITY**

THIS AMENDMENT NO. 1 to Agreement No. A-14785 is entered by and between Regional Government Services Authority, a California joint powers authority (hereinafter, “CONTRACTOR or RGS”), and the County of Monterey, a political subdivision of the State of California (hereinafter, “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 (hereinafter, “Agreement”) for RGS to provide administrative and fiscal services to wind up FORA’s business affairs immediately prior to and for one (1) year following FORA’s dissolution; and

WHEREAS, the term of the Agreement is from June 15, 2020 through June 30, 2021 for an amount not to exceed \$150,000; and

WHEREAS, FORA dissolved by operation of law on June 30, 2020; and

WHEREAS, pursuant to the terms of the Agreement, FORA assigned its rights, privileges, duties, and obligations under the Agreement to the County, effective July 1, 2020; and

WHEREAS, pursuant to the terms of the Agreement, the Agreement may be amended in writing by the County and CONTRACTOR; and

WHEREAS, CONTRACTOR’s services under the Agreement have required more hours than anticipated due to the unexpected complexity of winding up FORA’s affairs, and as a result, the \$150,000 in funds provided by FORA under the Agreement are insufficient to cover the remaining services required under the Agreement; and

WHEREAS, due to the necessity of CONTRACTOR’s services for the wind up of FORA’s affairs, it is appropriate and necessary to augment the amount payable under the Agreement by \$50,000, to be funded by a portion of FORA’s remaining fund balance, which is held by the County for the purpose of paying FORA’s unknown contractual obligations and late-discovered liabilities and obligations; and

WHEREAS, the Parties therefore wish to amend the Agreement to increase the amount by \$50,000 for a total not to exceed \$200,000 to allow CONTRACTOR to continue to provide services identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second and third sentences of Paragraph 2.01 of Section 2.0, "Payment Provisions", to read as follows:

The total amount payable to CONTRACTOR under this Agreement shall not exceed the sum of \$200,000. County's obligation to pay for services rendered by RGS under this Agreement is limited to the sum of \$150,000 transferred from FORA to County to pay for these services and an additional \$50,000 from a portion of FORA's remaining fund balance which County holds for the purpose of paying for FORA's unknown contractual obligations and late-discovered liabilities and obligations.

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

Mike Novo, AICP, Interim 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 either RMA-Finance-A-GP@co.monterey.ca.us or RMA-Finance-AP-GP@co.monterey.ca.us for invoicing, is hereby replaced with RMA-Finance-AP@co.monterey.ca.us.
4. In all places within the Agreement, any reference to Resource Management Agency is hereby replaced with Housing and Community Development Department.
5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

DocuSigned by:
Charles McKee
By: _____
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Charles J. McKee
County Administrative Officer

Date: 4/29/2021

REGIONAL GOVERNMENT SERVICES

AUTHORITY*
DocuSigned by:
Richard H. Averett
By: _____
E238110A397F4AE...
Richard H. Averett
Executive Director

Date: 3/23/2021

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

DocuSigned by:
Wendy Strimling
By: _____
57334506DB194BC...
Wendy S. Strimling
Assistant County Counsel

Date: 3/24/2021

Approved as to Fiscal Provisions

DocuSigned by:
Gary Giboney
By: _____
D3834BFEC1D8449...
Auditor/Controller

Date: 3/24/2021

**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.