



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

### Board Order

A motion was made by Supervisor Jane Parker, seconded by Supervisor Mary L. Adams to:

- a. **Agreement No.: A-14784:** Approve and authorize the Chair of the Board of Supervisors to execute an Agreement Between the Fort Ord Reuse Authority (FORA) and County of Monterey Regarding Administrative and Financial Matters Associated with FORA Dissolution (Fiscal Agreement), in the same or substantially the same form;
- b. **Agreement No.: A-14785:** Authorize the County Administrative Officer (CAO) to approve documents for assignment and assumption of a contract between FORA and Regional Government Services (RGS), a California Joint Powers Authority, related to winding up FORA's business affairs following FORA's Dissolution, if the contract is acceptable to the CAO and approved as to form by County Counsel;
- c. Authorize and direct the Auditor-Controller (ACO) to deposit funds in the amount of \$541,030 in a Fund and/or Account to be determined by the ACO pursuant to the Fiscal Agreement as follows:
  - 1) \$15,000 for contract management of the RGS contract;
  - 2) \$174,977 for management and storage of records; and
  - 3) \$351,053 for Veterans Issues Advisory Committee facilitation;
- d. Authorize and direct the ACO to deposit funds in the approximate amount of \$150,000 in a Fund and/or Account to be determined by the ACO for payment to RGS for its services under the RGS contract; and
- e. Authorize and direct the ACO to deposit FORA's remaining fund balance in a Fund and/or Account to be determined by the ACO, estimated to be in the range of \$500,000 to \$1.5 million, to be expended pursuant to the terms of the Fiscal Agreement.

PASSED AND ADOPTED on this 23<sup>rd</sup> day of June 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker 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 June 23, 2020.

Dated: June 24, 2020  
File ID: A 20-248  
Agenda Item No.: 20.1

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

*Joel Pablo*

Joel G. Pablo, Deputy



This Agreement is made by and between the **Fort Ord Reuse Authority**, a California public agency (hereinafter "FORA"), **Regional Government Services Authority**, a joint powers authority (hereinafter "CONTRACTOR" or "RGS"), and the **County of Monterey** ("County"), a political subdivision of the State of California.

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

## 1.0 GENERAL DESCRIPTION

- 1.01 FORA (through June 30, 2020) and the County of Monterey (after June 30, 2020) hereby engage CONTRACTOR to perform and CONTRACTOR hereby agrees to perform the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide administrative and fiscal services to wind up FORA's business affairs immediately prior to FORA's dissolution and for one year following FORA's dissolution.

- 1.02 FORA was established pursuant to the Fort Ord Reuse Authority Act (California Government Code Section 67650 *et seq.* and referred to herein as the "FORA Act"). Pursuant to Section 67700(a) of the FORA Act, the FORA Act will become inoperative on June 30, 2020. Concurrently with the FORA Act becoming inoperative, FORA will dissolve ("FORA's Dissolution"). Accordingly, effective July 1, 2020, FORA assigns this Agreement to the County of Monterey, and the County of Monterey accepts the assignment of this Agreement effective upon the execution of this Agreement by a duly authorized official of the County of Monterey.
- 1.03 Pursuant to the Transition Plan adopted by the FORA Board on June 26, 2020, FOR A will, on or before June 30, 2020, add the County of Monterey as a signatory to the Section 115 Trust account with authority to expend the funds in that account for the purpose of being applied to the satisfaction or reduction of the unfunded pension liability under the CalPERS contract when that amount has been finally determined. The County Auditor-Controller or her designee is hereby authorized on behalf of the County to add the County as signatory to the afore-referenced account and to release the funds to CalPERS when the amount of the unfunded pension liability has been finally determined.

## 2.0 PAYMENT PROVISIONS

- 2.01 FORA shall pay the CONTRACTOR for services rendered by RGS prior to July 1, 2020, and the County shall pay the CONTRACTOR for services rendered on or after July 1, 2020, all in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount



payable to CONTRACTOR under this Agreement shall not exceed the sum of \$150,000.00. 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.

### 3.0 TERM OF AGREEMENT

- 3.01 The term of this Agreement is from June 15, 2020 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and FORA and with FORA signing last. The Effective Date of this Agreement shall be the date FORA executes this Agreement. The assignment to the County of this Agreement shall not take effect until July 1, 2020 or until a duly authorized official of the County signs this Agreement, whichever is later. **CONTRACTOR may not commence work before FORA signs this Agreement.**
- 3.02 FORA (through June 30, 2020), and after June 30 the County, reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause, immediately.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement.

#### **Exhibit A Scope of Services / Payment Provisions**

### 5.0 PERFORMANCE STANDARDS

- 5.01 CONTRACTOR warrants that CONTRACTOR AND CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of FORA or the County, or immediate family of any employee of FORA or the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use FORA or County premises, property (including equipment, instruments, or supplies) or

personnel for any purpose other than in the performance of tis obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS

- 6.01 Prices shall remain firm for the initial term of the Agreement (through June 30, 2021), and, thereafter, if the term of this Agreement is extended by amendment, may be adjusted annually as provided in this paragraph. FORA and County do not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety (90) days prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. FORA or after June 30 the County shall certify the invoice, either in the requested amount or in such other amount as FORA or the County approves in conformity with this Agreement, and shall promptly submit such invoice or payment. FORA or after June 30 the County shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION

- 7.01 During the term of this Agreement, FORA (through June 30, 2020), the County (after June 30, 2020) or CONTRACTOR may terminate the Agreement for any reason by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The FORA (through June 30, 2020) or the County (after June 30, 2020) may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If FORA or the County terminates this Agreement for good cause, FORA or the County respectively may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which the County deems proper. The cost



to the County shall be deducted from any sum due to the CONTRACTOR under this Agreement.

- 7.03 The FORA's and County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to the CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement. Nothing herein is intended nor shall be interpreted to create an independent financial obligation of the County to use the general funds or other sources of revenue of the County, and the County shall not be required to use its general fund or other revenue, other than the funds transferred from FORA specifically for this purpose, to pay for RGS's services under this Agreement.

## 8.0 INDEMNIFICATION

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the FORA and the County, their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to the extent occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death to the extent arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of FORA (through June 30, 2020) or the sole negligence or willful misconduct of the County (after June 30, 2020). "CONTRACTOR'S performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor, upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the FORA's Contracts/Purchasing Department and to the County Resource Management Agency, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work



under this Agreement until it has obtained all insurance required and FORA or the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the FORA's Purchasing Manager or County Resource Management Agency. Pursuant to California Government Code §990, as a public entity, CONTRACTOR may satisfy the coverage requirements set forth herein with a combination of self-insurance and self-insured pool insurance.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability.

**Commercial General Liability Insurance**, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the sections(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to FORA approval.)*

**Business Automobile Liability Insurance**, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the sections(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to FORA approval.)*

**Workers' Compensation Insurance**, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person \$1,000,000 each accidental and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the sections(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to FORA approval.)*



**Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice of errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the sections(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to FORA approval.)*

#### 9.04 Other Requirements

All insurance required by this Agreement shall be with a company acceptable to the FORA and the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the the County of Monterey shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance form each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the Fort Ord Reuse Authority (through June 30, 2020) and the County of Monterey (starting July 1, 2020), its officers, agents, an employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the FORA or the County and that the insurance of Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance. The required endorsement form for the Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20**



37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to execution of this Agreement by the FORA and by County, CONTRACTOR shall file certificates of insurance with the FORA's contract administrator and FORA's Contracts/Purchasing Division and also with County Resource Management Agency, showing that CONTRACTOR has the insurance required by this Agreement. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all time during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Resource Management Agency. If the certificate is not received by the expiration date, FORA shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 RECORDS AND CONFIDENTIALITY

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other information received from the FORA or prepared in connection with the performance of this Agreement, unless FORA or the County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to FORA any all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement. CONTRACTOR is a public agency subject to the California Public Records Act (the "CPRA"), and CONTRACTOR and FOR A will comply with this Agreement to the extent that it does not conflict with the CPRA. Notwithstanding any other provision of this paragraph, County does not exercise custody or control of RGS's purely internal records, not shared with the County, which RGS may prepare for its own legitimate purposes while carrying out this Agreement ("RGS Internal Business Records").





Fort Ord Reuse Authority

- 10.02 FORA Records. When this Agreement expires or terminates, CONTRACTOR shall return to County, as custodian of FORA records following FOR A dissolution, any FORA records which CONTRACTOR used or received from FORA or County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and FORA and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. FORA and the County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement for audit purposes. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the FORA or the County or as part of any audit of FORA or the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. The County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement, except for RGS Internal Business Records. CONTRACTOR shall not publish any such material without the prior written approval of the County.

## 11.0 NON-DISCRIMINATION

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to



such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS**

12.01 If this Agreement has been or will be funded with monies received by FORA or the County pursuant to a contract with the state or federal government in which FORA or the County is the grantee, CONTRACTOR will comply with all provision of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, FORA or the County, whichever is the grantee, will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13.0 INDEPENDENT CONTRACTOR**

13.01 In the performance of work, duties, and obligation under this Agreement, CONTRACTOR, is at all times acting and performing as an independent contractor and not as an employee of FORA or the County. No offer or obligation of permanent employment with FORA or County or FORA or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from FORA or the County any form of employee compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold FORA harmless from any all liability which FORA may incur because of CONTRACTOR'S failure to pay such taxes.

**14.0 NOTICES**

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the FORA and CONTRACTOR's contract administrators at the addresses listed below:

| <b>FOR FORA:</b>  | <b>FOR CONTRACTOR:</b>  |
|---|---|
| <p><u>Josh Metz, Executive Officer</u></p> <p>Fort Ord Reuse Authority<br/>920 2<sup>nd</sup> Street, Suite A<br/>Marina, CA 93933<br/>Email: robert@fora.org</p> | <p><u>Richard H. Averett, Executive Director</u></p> <p>Regional Government Services<br/>Authority<br/>P. O. Box 1350<br/>Carmel Valley, CA 93924<br/>Email: contracts@rgs.ca.gov</p> |



**FOR COUNTY:**

Carl P. Holm, AICP, Director

County of Monterey Resource Management  
Agency

1441 Schilling Place, 2<sup>nd</sup> Floor South

Salinas, CA 93901

Email: holmcp@co.monterey.ca.us

**15.0 MISCELLANEOUS PROVISIONS**

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or condition in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest obligation in this Agreement without the prior written consent of FORA (through June 30, 2020) or the County (after June 30, 2020). None of the services covered by this Agreement shall be subcontracted by CONTRACTOR without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the FORA and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs. Effective

July 1, 2020, FORA assigns its rights, privileges, duties, and obligations under this Agreement to the County of Monterey.

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both FORA and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. FORA, the County, and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the FORA, the County, or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the FORA, the County, and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the FORA, the County, and the CONTRACTOR as of the effective date of this Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.





16.0 SIGNATURE PAGE

IN WITNESS WHEREOF, FORA, the County, and CONTRACTOR have executed this Agreement as of the day and written below.

**FORT ORD REUSE AUTHORITY**

**CONTRACTOR**

Regional Government Services Authority

By: Josh Metz  
Josh Metz, Executive Officer

By: Richard H. Averett  
Richard H. Averett,  
RGS Executive Director

Date: 6/29/2020

Date: 6/29/2020

**COUNTY OF MONTEREY**

By: Charles McKee  
Charles McKee,  
County Administrative Officer

Date: 6-30-20

Approved as to form:

By: [Signature]  
~~County/Deputy~~ County Counsel

## EXHIBIT A – SCOPE OF SERVICES AND PAYMENT PROVISIONS

### Scope of Service

It is the intent of this scope of work to allocate primary responsibility to RGS for all tasks associated with the winding down of FORA responsibilities and business affairs after FORA dissolution on June 30, 2020, with County's role limited to oversight. RGS' designated staff will provide transition services from June 15, 2020 through June 30, 2021 as needed and/or requested by FORA through June 30, 2020 and thereafter by the County. RGS's responsibilities under this scope of work include but are not limited to the following:

- Assume principal role in wind-up efforts required as a result of the dissolution of the Fort Ord Reuse Authority, including but not limited to disposition of physical assets, transfer of documents and records, handling questions from the public and customers, and, or performing other tasks as requested by the County.
- Oversee and manage the effort required to complete the Section 115 Trust to satisfy FORA's pension obligation to CalPERS. Coordinate as needed with the City of Marina, in its capacity as Administrator of the bond issued by FORA, related to settlement of FORA's final payment to CalPERS.
- Provide on-going finance services, including management of accounts payable, handling invoices, and reviewing requests for payments for contracts and pledges post June 30, 2020. RGS staff will prepare warrants for review and signature by County staff.
- Manage, support, and provide oversight of FORA's Final Year Audit to be conducted by Moss, Levy & Hartzheim LLP, the audit firm retained by FORA in advance of dissolution.
- Provide human resources services as needed, such as employment verification, distribution of final year tax documents, and filing documents required by State or Federal authorities, with coordination with County Auditor and Human Resources as needed.
- Provide support, as needed, for management of tasks assigned to the County as a result of FORA dissolution.
- Provide assistance to the County, if needed, for Public Records Act requests, records management and transfer of records.
- Provide such other services as may be required in connection with the dissolution of the Fort Ord Reuse Authority, as requested.



## Payment Provisions

**Fees.** Agency agrees to pay to RGS the hourly rates set forth in the table below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

### 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  |

**Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed. All invoices submitted after June 30, 2020 shall reference the Project Name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-A-GP@co.monterey.ca.us:

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
1441 Schilling Place, 2<sup>nd</sup> Floor South  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement, after June 30, 2020, should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP-GP@co.monterey.ca.us.

**Payment Address.** All payments due RGS shall be paid to:

Regional Government Services Authority  
PO Box 1350  
Carmel Valley, CA 93924