



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 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

A handwritten signature in blue ink that reads "Julian Lorenzana".
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

REGIONAL GOVERNMENT SERVICES

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

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

Date: 4/29/2021

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.



ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|-----------------------------|-----------------------------------|---|
| AGENCY Newport Beach-Alliant Insurance Services, Inc. | | License # 0C36861 | NAMED INSURED REGIONAL GOVERNMENT SERVICES AUTHORITY PO BOX 1350 CARMEL VALLEY, CA 93924 |
| POLICY NUMBER SEE PAGE 1 | | | |
| CARRIER SEE PAGE 1 | NAIC CODE SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The Company may cancel the coverage by mailing to the first Participating Named Insured at the address shown in the participation endorsement written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. Provided that the Participating Named Insured fails to discharge, when due, any of its obligations in connection with the payment of premium for the policy or any installment thereof, the coverage may be canceled by the Company by mailing to the Participating Named Insured at the address shown in the participation endorsement, written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. PLEASE SEE ATTACHED ENDORSEMENT # **GL330152 0911**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Alliant Insurance Services, Inc. 1301 Dove St Ste 200 Newport Beach CA 92660 License#: 0C36861 REGIGOV-02 | CONTACT NAME: Kristen DesCombes PHONE (A/C, No, Ext): 949-433-7652 E-MAIL ADDRESS: Kristen.DesCombes@alliant.com | FAX (A/C, No): 949-756-2713 | | | | | | | | | | | | | |
|--|--|------------------------------------|-------------------------------|--------|--|--|-------------|--|-------------|--|-------------|--|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : State Compensation Ins. Fund</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : State Compensation Ins. Fund | | INSURER B : | | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : State Compensation Ins. Fund | | | | | | | | | | | | | | | |
| INSURER B : | | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED Regional Government Services Authority PO Box 1350 Carmel Valley CA 93924 | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 2054090275


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | | GENERAL AGGREGATE | \$ |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y | 927923220 | 7/1/2020 | 7/1/2021 | X PER STATUTE | |
| | | | N/A | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 As respects Agreement for Fora Wind Down Activities from June 15, 2020 to June 30, 2021. Waiver of Subrogation applies.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| County of Monterey 1441 Schilling Plaza, 2nd Floor South Salinas CA 93901 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured - Designated Person or Organization

This endorsement modifies insurance provided under the following:

SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT CORPORATIONS

Name of Person or Organization:

Any person or entity that the "Named Insured" has entered into a written agreement, prior to a loss, to provide defense, indemnity or additional insured protection.

The following is added to Section **V. PERSONS OR ENTITIES INSURED:**

Any person(s) or organization(s) listed in the Schedule above is an Additional Insured, but only as respects "Personal Injury" (including "Bodily Injury") and "Property Damage" arising, in whole or in part, out of the operations of the Named Insured. The inclusion of such Additional Insured shall not serve to increase the "Company's" Limit of Liability as specified in the participation endorsement of this Policy:

However, additional insured coverage provided by this insurance will not be broader than coverage required in the written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Primary and Non-Contributory Coverage Endorsement

This endorsement modifies insurance provided under the following:

SPECIAL LIABILITY POLICY FOR PUBLIC ENTITIES AND NON-PROFIT CORPORATIONS

The following is added to Section **VIII. COMMON POLICY CONDITIONS**:

If insurance similar to this insurance is held by a person or organization that is an additional insured on this policy, this insurance is primary to that other insurance. The "Company" shall not seek contribution from that other insurance for amounts payable under this insurance for liability arising out of the "Participating Named Insured's" ongoing operations performed for that person or organization under a written agreement.

However, the provisions of this endorsement do not apply to a person or organization unless the "Participating Named Insured" had a written agreement with that person or organization requiring:

- a. This insurance be primary insurance;
- b. They be an additional insured on this Policy; and
- c. The written agreement was entered into prior to the date the "Participating Named Insured's" operations for that person or organization commenced.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

REP 06
9279232-20
NEW
NA

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JULY 1, 2020 AT 12.01 A.M.
AND EXPIRING JULY 1, 2021 AT 12.01 A.M.

PAGE 1 OF 1

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

REGIONAL GOVERNMENT SERVICES AUTHO
PO BOX 1350
CARMEL VALLEY, CA 93924

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

| <u>PERSON OR ORGANIZATION</u> | <u>JOB DESCRIPTION</u> |
|---|----------------------------------|
| ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER | BLANKET WAIVER OF SUBROGATION |

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JULY 9, 2020

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO