

# Attachment A

This page intentionally left blank.

**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 2<sup>nd</sup> Floor  
Salinas, CA 93901-4527  
Email: [194-HCD-Contracts@co.monterey.ca.us](mailto: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](mailto:RMA-Finance-A-GP@co.monterey.ca.us) or [RMA-Finance-AP-GP@co.monterey.ca.us](mailto:RMA-Finance-AP-GP@co.monterey.ca.us) for invoicing, is hereby replaced with [RMA-Finance-AP@co.monterey.ca.us](mailto: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**

**AUTHORITY\***  
DocuSigned by:

By: \_\_\_\_\_  
Charles J. McKee  
County Administrative Officer

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

Date: \_\_\_\_\_

Date: 3/23/2021

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

DocuSigned by:  
By: Wendy Strimling  
57334506DB194BFC Wendy S. Strimling  
Assistant County Counsel

Date: 3/24/2021

**Approved as to Fiscal Provisions**

DocuSigned by:  
By: Gary Giboney  
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.

This page intentionally left blank