

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND REGIONAL GOVERNMENT SERVICES AUTHORITY

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter “County”) and REGIONAL GOVERNMENT SERVICES AUTHORITY (hereinafter “CONTRACTOR”). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 16.16 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. **Paragraph 7.0 TERMINATION.** Paragraph 7.01 to the Agreement is hereby amended, retitled, and restated to read in its entirety as follows:

7.01 During the term of this Agreement, the County or CONTRACTOR may terminate the Agreement for any reason by giving written notice of termination to the other 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.

2. **Paragraph 8.0 INDEMNIFICATION.** Paragraph 8.0 to the Agreement is hereby amended, retitled, and restated to read in its entirety as follows:

8.0 CONTRACTOR shall indemnify, defend, and hold harmless the County, its 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 CONTRACTOR’S performance of the services under 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 negligence or willful misconduct of the County. “CONTRACTOR’S performance” includes CONTRACTOR’S action or inaction and the action or inaction of CONTRACTOR’S officers, employees, agents and subcontractors. Notwithstanding the foregoing and for the avoidance of doubt, nothing herein shall be interpreted as obligating RGS to indemnify the County against its own

Regional Government Services
Addendum No. 1
Term: 01/15/2026 – 01/14/2027
Total Agreement Amount: \$37,500

negligence or willful misconduct.

3. **Paragraph 9.0 INSURANCE REQUIREMENTS.** Paragraphs 9.01, 9.02, and 9.03 to the Agreement are hereby amended, retitled, and restated to read in its entirety as follows:

9.01 **Evidence of Coverage:** Prior to commencement of services under 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 County’s Contracts/Purchasing Department, 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 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 A.M. Best’s Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Agent. Notwithstanding the foregoing, County acknowledges that CONTRACTOR, as a public agency, can, pursuant to California Government Code Section 990, satisfy the insurance 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, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

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

4. **PARAGRAPH 10.0 RECORDS AND CONFIDENTIALITY**: Paragraphs 10.01, and 10.05 to the Agreement are hereby amended, retitled, and restated to read in its entirety as follows:

10.01 **Confidentiality**: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and 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 confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and 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. Notwithstanding the foregoing, County acknowledges that CONSULTANT is a public agency subject to the California Public Records Act (the "CPRA") and will comply with this Agreement to the extent that it does not conflict with CPRA.

***** *Signature Page to Follow* *****

Regional Government Services
Addendum No. 1
Term: 01/15/2026 – 01/14/2027
Total Agreement Amount: \$37,500

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – Regional Government Services Authority

Approved:

Signed by:
By: Sophia Selivanoff
(Signature of Chair, President, or Vice-President)

Sophia Selivanoff Executive Director
Name and Title

Date: 1/19/2026 | 7:08 AM PST

Approved:

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Name and Title

Date: _____

COUNTY OF MONTEREY

Approved as to Form:

DocuSigned by:
By: Stacy Saetta
Deputy County Counsel

Date: 1/22/2026 | 11:34 AM PST

Approved as to Financial Terms:

DocuSigned by:
By: Patricia Ruiz
Auditor/Controller

Date: 1/23/2026 | 11:21 AM PST

Approved:

By: _____
Director of Health Services

Date: _____

Approved:

Signed by:
By: Tom Skinner
Contracts/Purchasing Officer

Date: 1/23/2026 | 11:45 AM PST