

Monterey County Board of Supervisors

Board Order

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

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, I

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 June29, 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.

Page 1 of 3

Amendment No. 1 to Agreement No. A-14785 Regional Government Services Authority Administrative and Fiscal Services to Wind Up FORA HCD/PWFP

Term: June 15, 2020 – June 30, 2021 Not to Exceed: \$200,000

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 <u>RMA-Finance-A-GP@co.monterey.ca.us</u> or <u>RMA-Finance-AP-GP@co.monterey.ca.us</u> for invoicing, is hereby replaced with <u>RMA-Finance-AP@co.monterey.ca.us</u>.

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.

COU	NTY OF MONTEREY DocuSigned by:		IONAL GOVI HOBITSIYnêd by:	EKNWENI SE	RVICES			
By:	Charles McKee	By:	Richard H.	durett				
Dy.	Charles J. McKee County Administrative Officer	Dy.	Richard H. Averett Executive Director					
Date:	4/29/2021	Date:	3/23/2021					
Office	oved as to Form e of the County Counsel e J. Girard, County Counsel							
By:	Docusigned by: Wendy Strimling 57334506DB194BWendy S. Strimling Assistant County Counsel							
Date:	3/24/2021							
Appr	oved as to Fiscal Provisions Docusigned by:							
Ву:	Gary Glowy D3834BFEC1D8449 Auditor/Controller							
Date:	3/24/2021							
	oved as to Indemnity and Insurance Provision e of the County Counsel-Risk Manager	s						
By:	Leslie J. Girard County Counsel-Risk Manager							
Date:	County Counsel-Risk Manager							

*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.

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Amendment No. 1 to Agreement No. A-14785 Regional Government Services Authority Administrative and Fiscal Services to Wind Up FORA HCD/PWFP

Term: June 15, 2020 – June 30, 2021 Not to Exceed: \$200,000

SSHEKAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2020

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 License # 0C36861 CONTACT Anne Krueger Newport Beach-Alliant Insurance Services, Inc. PHONE (A/C, No, Ext): (949) 260-5087 FAX (A/C, No): 1301 Dove St Ste 200 Newport Beach, CA 92660 E-MAIL ADDRESS: AKrueger@alliant.com INSURER(S) AFFORDING COVERAGE INSURER A: Great American E & S Insurance Company 37532 INSURED INSURER B: REGIONAL GOVERNMENT SERVICES AUTHORITY INSURER C: PO BOX 1350 INSURER D **CARMEL VALLEY, CA 93924** INSURER E : INSURER F **COVERAGES CERTIFICATE NUMBER:** 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. ADDL SUBR TYPE OF INSURANCE POLICY NUMBER LIMITS X COMMERCIAL GENERAL LIABILITY 5,000,000 EACH OCCURRENCE CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) 1.000.000 214510003 Х 9/29/2020 9/29/2021 GL DED: \$50,000 MED EXP (Any one person) 5,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE 5 PRO-JECT X POLICY 5,000,000 PRODUCTS - COMP/OP AGG S OTHER: COMBINED SINGLE LIMIT (Ea accident) 5,000,000 **AUTOMOBILE LIABILITY** ANY AUTO 214510003 9/29/2020 9/29/2021 X BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) HIRED AUTOS ONLY AUTO DED: \$50,000 X X NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) X UMBRELLA LIAB **EACH OCCURRENCE EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION S WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE If yes, describe under
DESCRIPTION OF OPERATIONS below
PUBLIC OFFICIALS E&O DISEASE - POLICY LIMIT 214510003 9/29/2020 9/29/2021 LIMIT 5,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured endorsement attached. Policy form does not contain a General Liability Aggregate. Notice of cancellation will be delivered only to the participating named insured as stated in Item 1 of the Participation Endorsement. Subject to policy terms, conditions and exclusions. AS RESPECTS AGREEMENT FOR FORA WIND DOWN ACTIVITIES. FORT ORD REUSE AUTHORITY AND COUNTY OF MONTEREY, ITS OFFICERS, AGENTS AND EMPLOYEES, AGENTS ARE NAMED AS ADDITIONAL INSURED FOR GENERAL LIABILITY AND AUTO LIABILITY ONLY. PLEASE SEE ATTACHED ENDORSMENT # GL330138 0916 SEE ATTACHED ACORD 101 CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **County of Monterey** Attn: Amy Cunningham 1441 Schilling Plaza, 2nd Floor South Salinas, CA 93901 AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

CORD

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AGENCY	CUSTOMER	ID:	REGIGOV-02	

SSHEKAR

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page	1	of	1
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AGENCY Newport Beach-Alliant Insurance Services, Inc. POLICY NUMBER SEE PAGE 1	License # 0C3686	1 NAMED INSURED REGIONAL GOVERNMENT SERVICES AUTHORITY PO BOX 1350 CARMEL VALLEY, CA 93924
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).

th	is certificate does not confer rights	to th	e cer	tificate holder in lieu of s				•		
	DUCER				CONTA NAME:	ст Kristen De	sCombes			
Alliant Insurance Services, Inc. 1301 Dove St Ste 200					PHONE (A/C, No, Ext): 949-433-7652 FAX (A/C, No): 949-756-2713				3-2713	
Newport Beach CA 92660						ss: Kristen,D		alliant.com		
	A CONTRACTOR OF THE PROPERTY O					INS	SURER(S) AFFOR	RDING COVERAGE		NAIC#
				License#: 0C36861	INSUR	RA: State Co	mpensation l	ns. Fund		
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	mel Valley CA 93924				INSUR	RD:				
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CO	VERAGES CE	RTIFI	CATI	E NUMBER: 2054090275				REVISION NUMBER:		
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	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
								MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:			}		ļ		GENERAL AGGREGATE	\$	
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	****
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	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$1,000,	000
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$1,000,	000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$1,000,	000
)E60	RIPTION OF OPERATIONS / LOCATIONS / VEHIC	ES //	CORD	101 Additional Pamarke Sahadul	o may b	a attached if more	a enaca le roquir	di la		
As r	espects Agreement for Fora Wind Dow	n Act	vities	from June 15, 2020 to Jun	e, may b ie 30, 2	021, Waiver	of Subrogatio	n applies.		
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`CE	RTIFICATE HOLDER				CANC	ELLATION				
SET	TIFICATE HOLDER				CANC	LLLATION		***************************************		
County of Monterey					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	1441 Schilling Plaza, 2nd F	loor	Sout	th	AUTHORIZED REPRESENTATIVE					
	Salinas CA 93901					(81)				

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" I	has entered into a written agreement, prior to a							
loss, to provide defense, indemnity or additional i	nsured 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

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

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

PAGE 1 OF 1

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

PERSON OR ORGANIZATION

JOB DESCRIPTION

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

PRESIDENT AND CEO

2572 OLD DP 217