

**AMENDMENT NO. 2
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
REGIONAL GOVERNMENT SERVICES AUTHORITY**

THIS AMENDMENT NO. 2 to Agreement No. A-14785 is entered by and between Regional Government Services Authority, a California joint powers authority (“CONTRACTOR or RGS”), and the County of Monterey, a political subdivision of the State of California (“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 (“Agreement”) for RGS to provide administrative and fiscal services to wind up FORA’s business affairs immediately prior to and for one year following FORA’s dissolution, for a term from June 15, 2020 through June 30, 2021 and for an amount not to exceed \$150,000; and

WHEREAS, on April 29, 2021, the Board of Supervisors amended the Agreement (“Amendment No. 1”) to increase the amount by \$50,000 for an amount not to exceed \$200,000 and authorized the County Administrative Officer to approve future amendments to the Agreement if the amendments do not significantly alter the scope of work or increase the amount payable under the Agreement; and

WHEREAS, the CONTRACTOR has completed the majority of the work under the Agreement with the exception primarily of two tasks; and

WHEREAS, additional time is required to allow the CONTRACTOR to complete the Fiscal Year 2020 Audit and State Controller’s Office Financial Transaction Report and other tasks that may remain in connection with winding up FORA’s business affairs; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for four additional months through October 31, 2021 with no associated increase in the amount payable to allow the CONTRACTOR to continue to provide services identified in the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as previously amended by Amendment No. 1 as follows:

1. Amend the first sentence of Paragraph 3.01 of Section 3.0, “Term of Agreement”, to read as follows:

The term of this Agreement is from June 15, 2020 to October 31, 2021, unless sooner terminated pursuant to the terms of this Agreement.

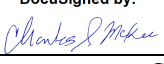
2. Amend County information under Paragraph 14.01 of Section 14.0, “Notices”, to read as follows:

Erik V. Lundquist, AICP, 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 RMA-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with 194-HCD-Finance@co.monterey.ca.us.
4. Except as amended herein, all other terms and conditions of the Agreement as previously amended by Amendment No. 1, including all Exhibits thereto, remain unchanged and in full force and effect.
5. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement

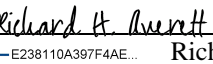
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: DocuSigned by:

 81957F3E2FBF4CE Charles J. McKee
 County Administrative Officer

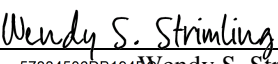
Date: 6/16/2021

**REGIONAL GOVERNMENT SERVICES
AUTHORITY***

By: DocuSigned by:

 E238110A397F4AE... Richard H. Averett
 Executive Director

Date: 6/15/2021

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

By: DocuSigned by:

 57334506DB194B Wendy S. Strimling
 Assistant County Counsel

Date: 6/16/2021

Approved as to Fiscal Provisions

By: DocuSigned by:

 D3834BFEC1D844A Auditor/Controller

Date: 6/16/2021

**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.



REGIGOV-02

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 Newport Beach-Alliant Insurance Services, Inc. 1301 Dove St Ste 200 Newport Beach, CA 92660 | CONTACT NAME: Anne Krueger | |
| | PHONE (A/C, No, Ext): (949) 260-5087 | FAX (A/C, No): |
| INSURED REGIONAL GOVERNMENT SERVICES AUTHORITY PO BOX 1350 CARMEL VALLEY, CA 93924 | E-MAIL ADDRESS: AKrueger@alliant.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Great American E & S Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |
| NAIC # | | |

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.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GL DED: \$50,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | X | | 214510003 | 9/29/2020 | 9/29/2021 | EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 0 PRODUCTS - COM/OP AGG \$ 5,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTO DED: \$50,000 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | | 214510003 | 9/29/2020 | 9/29/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | <input checked="" type="checkbox"/> PUBLIC OFFICIALS E&O | | | 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

County of Monterey
Attn: Amy Cunningham
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



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

| | | | |
|--|----------------------|----------------------------|---|
| 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 | CONTACT NAME: Kristen DesCombes PHONE (A/C, No, Ext): 949-433-7652 FAX (A/C, No): 949-756-2713 E-MAIL ADDRESS: Kristen.DesCombes@alliant.com |
| INSURED Regional Government Services Authority PO Box 1350 Carmel Valley CA 93924 | INSURER(S) AFFORDING COVERAGE INSURER A: State Compensation Ins. Fund INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
| License#: 0C36861 REGIDOV-02 | NAIC # |

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 SUBR INSD 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"/> PROJECT <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 <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED 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/N <input type="checkbox"/> N/A | Y | 927923220 | 7/1/2020 | 7/1/2021 | X PER STATUTE <input type="checkbox"/> OTH-ER 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

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