

Amendment No. 2 TO SERVICE AGREEMENT BETWEEN THE COUNTY OF LAKE AND COMMUNITY DEVELOPMENT SERVICES

This Amendment No. 2 to Agreement is made and entered into this _____ day of _____, 2024 by and between the COUNTY OF LAKE, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Community Development Services (hereinafter referred to as "CDS").

RECITALS

WHEREAS, the parties hereto have entered into an Agreement dated January 24, 2023, under which CONTRACTOR will provide Microenterprise Technical Assistance to COUNTY; and

WHEREAS, the parties desire to amend the Agreement to increase the total compensation;
NOW, THEREFORE, the parties hereby agree as follows:

1. Section 3. COMPENSATION is hereby amended to read:

"Contractor has been selected by County to provide the services described hereunder in Exhibit "A" (Scope of Services), attached hereto. Compensation to Contractor shall not exceed **five hundred sixty-seven thousand five hundred fifty dollars (\$567,550).**"

2. Exhibit "A" – SCOPE OF SERVICES, Section 1.10 – "Budget" is hereby amended to state the following:

1.10 Budget

"The grant budget for technical assistance for grant number 20-CDBG-12082 is \$232,550. The proposed use of funds provided here is based on beginning the program implementation January 2023 and completing the program in May 2024 for a period of seventeen months. The quarterly hours are a cumulative estimate based on an average of 26.5 hours per participant, which is based on one-on-one consulting as well as workshops. The hourly rate for CDS is \$145 for a total anticipated budget of \$232,550. **The budget is being increased by \$335,000 utilizing CDBG program income to extend the technical assistance program contingent upon PI funds being available. The proposed use of funds provided here is based on beginning the program implementation June 1, 2024, and completing the program on May 31, 2027, for a period of thirty six months.**"

3. Exhibit "B" – "Fiscal Provisions", Section 8. "Due Performance – Default" is hereby amended to state the following:

"Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within **10** days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in

**Amendment No. 1 to Agreement for Legal Representation Between County of Lake
and Ellison, Schneider & Harris L.L.P.**

default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of the Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in subsequent written notice after the time to cure has expired."

The Parties agree that all other terms and conditions of the original Agreement shall remain in full force and effect.

COUNTY OF LAKE

By: _____
Chair, Board of Supervisors

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

By: _____

Community Development Services

By: _____
Jeff Lucas

APPROVED AS TO FORM:
Lloyd Guintivano
County Counsel

By: _____