

Amendment No. 1 to AGREEMENT TO PROVIDE FUNDING IN SUPPORT OF THE BUILD PROGRAM, FACILITATED BY NORTH COAST OPPORTUNITIES, INC

This Amendment No. 1 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 North Coast Opportunities (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, the parties hereto have entered into an Agreement dated July 1, 2022, under which CONTRACTOR will provide services 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 2 – TERM is hereby amended to read:

"This Agreement shall commence on July 1, 2022, and shall terminate on **December 31, 2026**, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein."

2. 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 **one million sixty-five thousand dollars (\$1,065,000)**.

The County shall compensate Contractor for services rendered, in accordance with the provisions set forth in Exhibit "B" (Fiscal Provisions), attached hereto, provided that Contractor is not in default under any provisions of this agreement. Compensation to Contractor is contingent upon appropriation of federal, state and county funds."

3. Exhibit "A" Section 4 – COUNTY RESPONSIBILITIES is hereby amended to read:

"4.2 Timely processing of each \$200,000 with the last being the balance of \$265,000 tranche of funds, as described in Exhibit B."

4. Exhibit "B" Section 2 – INVOICES is hereby amended to read:

"Funds shall be released to the Contractor (NCO, Inc.) in four (4) two hundred thousand dollar (\$200,000) tranches, with the fifth (5) two hundred and sixty five

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thousand dollars in accordance with the below-described process. As noted in Exhibit A (page 8, bottom), quarterly reports are expected to include descriptions of funds obligated- and expend-to-date, for contract and project monitoring purposes.”

“2.4 The process described in 2.3 shall be repeated for tranches three, four, and five, each of which will be two hundred thousand dollars (\$200,000.00) with the fifth being (\$265,000).”

4. Project Budget is amended to reflect one additional cohort in the amount of two hundred sixty five thousand dollars (\$265,000).

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: _____

CONTRACTOR

By: _____
North Coast Opportunities, Inc.

APPROVED AS TO FORM:
Lloyd Guintivano
County Counsel

By: _____ 