

**RENEWAL AND AMENDMENT #2 TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & CALIFORNIA COASTAL RURAL
DEVELOPMENT CORPORATION**

This renewal and Amendment #2 is made to the AGREEMENT for Small Business Revolving Loan services by and between California Coastal Rural Development Corporation, (hereinafter, “CONTRACTOR”) and the County of Monterey, a political subdivision of the State of California (hereinafter, “County”).

WHEREAS, the County and CONTRACTOR executed an AGREEMENT on July 1, 2017; and,

WHEREAS, the County and CONTRACTOR executed an AMENDMENT #1 to the AGREEMENT on May 24, 2022, which revised the Agreement amount to a total of \$2,510,000.00; and,

WHEREAS, the AGREEMENT expired on June 30, 2022; and,

WHEREAS, the County is in the process of issuing an RFP for similar services, and will be making a decision on a provider in Fiscal Year 2022-23; and,

WHEREAS, the County will continue to require the services of CONTRACTOR until such time as a successor CONTRACTOR is selected; and,

WHEREAS, the parties wish to renew and amend the AGREEMENT to increase the amount of the AGREEMENT to cover the additional services rendered for the term extension yet billed at the same rates set forth in the AGREEMENT; and,

NOW THEREFORE, the County and CONTRACTOR hereby agree to renew and amend the AGREEMENT in the following manner:

1. Section 2 “PAYMENTS BY COUNTY” is amended to read as follows: “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$2,535,000** for the month-to-month services from July 1, 2017 to August 31, 2022.”
2. Section 3 “TERM OF AGREEMENT” is amended as follows: “The term of this Agreement is from July 1, 2017 to June 30, 2022. After June 30, 2022, the term shall continue on a month-to-month basis as needed for up to 2 months terminating on August 31, 2022, unless sooner terminated pursuant to the terms of the agreement.”.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. A copy of this Amendment and all previous amendments shall be attached to the original Agreement dated July 1, 2017.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT #2 on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney

Deputy Auditor/Controller

Dated: 7/6/2022 | 6:46 PM PDT

Approved as to Liability Provisions:

DocuSigned by:
Danielle P. Mancuso

Risk Management

Dated: 7/6/2022 | 2:35 PM PDT

Approved as to Form:

DocuSigned by:
Kristi A. Markey

Deputy County Counsel

Dated: 7/6/2022 | 4:18 PM PDT

CONTRACTOR

DocuSigned by:
Lee T. Kakikawa

Signature of Chair, President, or Vice-President

Lee T. Kakikawa President & CEO
Printed Name and Title

Dated: 7/6/2022 | 11:10 AM PDT

DocuSigned by:
Fred Madison

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Fred Madison Controller
Printed Name and Title

Dated: 7/6/2022 | 11:11 AM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.