

**RENEWAL AND AMENDMENT NO. 3 TO AGREEMENT
BETWEEN THE COUNTY OF MONTEREY &
CALIFORNIA COASTAL RURAL DEVELOPMENT CORPORATION**

WHEREAS, California Coastal Rural Development Corporation, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", previously entered into an agreement dated July 1, 2010, to provide day to day management of the COUNTY's Small Business Revolving Loan Fund ("AGREEMENT"); and

WHEREAS, the AGREEMENT was amended by Amendment No. 1 on September 20, 2011, to increase amount of the agreement and extend the term; and

WHEREAS, the AGREEMENT was also amended by Amendment No. 2 on October 8, 2012, to increase and extend the term; and

WHEREAS, the AGREEMENT as amended expired pursuant to its terms on December 31, 2012; and

WHEREAS, the COUNTY and CONTRACTOR wish to extend the term of the AGREEMENT, as modified below, through and including June 30, 2013;

NOW THEREFORE,

For valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. The AGREEMENT is renewed retroactive to December 31, 2012, and all of its provisions as well as the provisions set forth in Amendment Nos. 1 and 2 shall be deemed to have been in effect continuously since that time, except as provided below;
2. Exhibit A, Section A.2, SCOPE OF SERVICES of the AGREEMENT, shall be modified by deleting the bullets:
 - EDA RLF Semiannual Report, ending September 30th – Due October 15th
 - EDA RLF Semiannual Report, ending March 31st – Due April 15th

And REPLACED with the following:

The CONTRACTOR shall provide all necessary monthly bank statements and account reconciliations for the six month period ending March 31, 2013, to the COUNTY no later than April 15, 2013, and shall provide all other monthly bank statements and account reconciliations no later than ten (10) business days after receipt, including any statements received after June 30, 2013.

3. The Introductory Paragraph of Section B.1 COMPENSATION/PAYMENT, of the AGREEMENT, shall be replaced in its entirety with the following paragraphs:

“The amount payable under the original Agreement and subsequent Amendments shall not to exceed Three Hundred Sixty Seven Thousand Dollars (\$367,000) for the performance of all things necessary or incidental to the performance of work as set forth in Exhibit A-2 Scope of Services.

Contractor acknowledges that each of the County’s three RLF portfolios must be self sustaining and that under no circumstances will the County be obligated to pay more for loan administration and servicing than the RLF Income derived from each program. RLF Income is defined in 13.CFR.307.8 as:

- *Application Fees;*
- *Documentation Fees;*
- *Late Fees;*
- *Interest earned on loans;*
- *Interest earned on bank accounts, except interest on sequestered funds; and*
- *Any proceeds from the sale, collection, or liquidation of a defaulted loan in excess of the unpaid principal.*

The County is required to report RLF Income and expenses to the U.S. Department of Commerce, EDA on the ED209 and ED209i Semiannual Reports”.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT, the RENEWAL AND AMENDMENT NO. 1 and AMENDMENT 2 are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 3, and shall continue in full force and effect as set forth in the AGREEMENT.
5. A copy of this RENEWAL AND AMENDMENT NO. 3 shall be attached to the original AGREEMENT executed by the County on July 1, 2010.

Signatures are on following page.

IN WITNESS WHEREOF, the parties hereby execute this RENEWAL AND AMENDMENT NO. 3 as follows:

THE COUNTY OF MONTEREY

By: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Deputy County Counsel

Date: _____

APPROVED AS TO LIABILITY PROVISIONS:

By: _____
N/A
Risk Management

Date: _____

APPROVED AS TO FISCAL PROVISIONS:

By: _____

Date: _____

CALIFORNIA COASTAL RURAL DEVELOPMENT CORPORATION

By: _____
Karl Zalazowski, President

Date: _____

By: _____

Date: _____