

RANE COMMUNITY DEVELOPMENT INC.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #5531

THIS SECOND AMENDMENT to that Agreement for Services #5531, made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Rane Community Development Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 140 Paseo del Rio, Moraga, CA 94556, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide the Probation Department and the Community Corrections Partnership with grant writing, facilitating meetings, and consulting, in accordance with Agreement for Services #5531, dated March 29, 2021; and its Amendment I, dated January 3, 2023; incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the termination date of the Agreement, hereby amending **ARTICLE II – Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed amount of the Agreement, hereby amending **ARTICLE III – Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to add verbiage and an Exhibit pertaining to SB 1439, the Levine Act, which was passed by the voters and goes into effect on January 1, 2023; hereby amending **ARTICLE XVIII – Conflict of Interest**;

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement #5531 on the following terms and conditions:

I. ARTICLE II, Term of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by all parties hereto and shall expire, as amended, on June 30, 2024.

II. ARTICLE III, Compensation for Services, Paragraph Four, of the Agreement is amended to read as follows:

Total amount of this Agreement shall not exceed \$150,000.00, inclusive of all costs, taxes, and expenses.

III. ARTICLE XVIII, Conflict of Interest, is amended to include an additional paragraph to that Section as follows:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit B, marked “California Levine Act Statement,” incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

Except as herein amended, all other parts and sections of that Agreement #5531 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #5531 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONSULTANT --

Rane Community Development Inc.
140 Paseo del Rio
Moraga CA 94556

By: _____
Kayce Rane
Chief Executive Officer

Dated: _____

By: _____
Montana Rane
Secretary

Dated: _____

Rane Community Development Inc.

Exhibit B

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual