

SECOND AMENDMENT TO AGREEMENT FOR TRANSITIONAL CONSULTING SERVICES FOR ACTING GENERAL MANAGER DUTIES

This Second Amendment (“Second Amendment”) to the Agreement for Transitional Consulting Services for Acting General Manager Duties (the “Transitional Consulting Services Agreement” or “TCSA”) is made and entered on this __second__ day of May, 2024, (referred to herein as the “Effective Date”) by and between the San Simeon Community Services District, a political subdivision of the State of California (the “District”) and Patrick Faverty, Ed.D. (“Consultant”) (each individually a “Party,” and collectively the “Parties.”). This Second Amendment shall modify the TCSA and the First Amendment to Agreement for Transitional Consulting Services for Acting General Manager Duties (“First Amendment”) as follows:

RECITALS

- A.** This Second Amendment sets in place certain terms and conditions that expand the TCSA and the First Amendment approved by the District and Consultant on August 3, 2023.
- B.** The District hereby acknowledges that while the District undergoes the process to dissolve, it is necessary to re-appoint an Interim General Manager to perform the duties detailed in Section 2, Services, of the TCSA.

In light of the foregoing, Consultant and District hereby agree to enter into the Second Amendment to amend the TCSA as follows:

AGREEMENT

- 1.** The Parties hereby agree that the term of the TCSA, as stated in Section 1, Term, shall be extended to May 2, 2025, or the date that the District dissolves, whichever occurs first.
- 2.** Consultant shall be re-appointed as Interim General Manager of the District as of the Effective Date.
- 3.** This Second Amendment, together with all of the terms and conditions contained in the above-referenced TCSA and the First Amendment as previously executed by the Parties, shall constitute the entire understanding and agreement between the Parties and supersede all previous writings and understandings between the Parties with respect to any modifications to the TCSA. Any part of the TCSA not amended by the First Amendment or this Second Amendment shall remain in full force and effect and any part of the First Amendment not amended by this Second Amendment shall remain in full force and effect. To the extent of an inconsistency between this Second Amendment, the TCSA, and the First Amendment, the terms of this Second Amendment shall control.

4. This Second Amendment may be executed in any number of counterparts and all such counterparts executed and delivered each as an original shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been entered into by and between District and Consultant as of the Effective Date.

Approved as to Form:

By: _____
Nubia I. Goldstein, General Counsel

DISTRICT:

San Simeon Community Services District, a political subdivision of the State of California

By: _____
Jacqueline Diamond, Chair

Date Signed: _____

CONSULTANT:

By: _____
Patrick Faverty, Ed.D.

Date Signed: _____