

**AMENDMENT ONE  
TO  
AMENDED  
AGREEMENT BETWEEN  
COUNTY OF LASSEN  
AND  
COLWEST INVESTMENTS, LLC**

This First Amendment to the Agreement (hereinafter "Amendment") is made on September 3, 2024, between the COUNTY OF LASSEN, a political subdivision of the State of California, ("hereinafter "COUNTY") and COLWEST INVESTMENTS, a limited liability company, (hereinafter "CONTRACTOR") who agree as follows:

**1. Recitals:** This Amendment is made with reference to the following facts and objectives:

**WHEREAS**, the COUNTY and CONTRACTOR entered into an agreement on June 11, 2024 (hereinafter "Agreement"), to provide bridge house units to people experiencing unsheltered homelessness who have serious behavioral health conditions;

**WHEREAS**, the Lassen County Board of Supervisors approved an amended agreement on August 27, 2024 (hereinafter "Amended Agreement").

**WHEREAS**, a condition of the Amended Agreement is that the CONTRACTOR secure payment and performance bonds that identify the CONTRACTOR as the principal and the COUNTY as the primary obligee;

**WHEREAS**, the CONTRACTOR has been unable to secure payment and performance bonds that identify the CONTRACTOR as the principal and the COUNTY as the primary obligee;

**WHEREAS**, the CONTRACTOR did secure a payment and performance bond acceptable to Department of Health Care Services (hereinafter "DHCS") that identified the CONTRACTOR'S selected general contractor as the principal and the CONTRACTOR, COUNTY, Advocate for Human Potential (hereinafter "AHP"), and DHCS as co-obligees;

**WHEREAS**, the COUNTY does not consider that above-mentioned bond with the general contractor sufficient to protect the COUNTY;

**WHEREAS**, the COUNTY has weighed the risks and benefits, as well as the State's strong desire to conclude projects such as this and concluded that it is an acceptable risk to waive the requirement of a bond for the contract between CONTRACTOR and the COUNTY;

**WHEREAS**, this waiver is for purposes of this project only, and not for any other contract with CONTRACTOR or the general contractor, or for any other projects or extensions or expansions of existing projects considered among these parties; and

**WHEREAS**, the COUNTY reserves its right to assert any claims or defenses deemed appropriate, and this amendment does not alter those rights in any way

**2. Amendments:** The parties agree to amend the Amended Agreement as follows:

Section A.1.1.6 is amended to read as follows:

Require that the general contractor named in the construction contract secure labor and material bonds and performance bonds for the construction work in an amount equal to one hundred percent (100%) of the cost of construction, which shall be in the form and substance acceptable to COUNTY, naming the COUNTY, AHP and DHCS as co-obligees on the bonds.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates shown opposite their respective signatures.

CONTRACTOR  
ColWest Investments, LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Melanie Westbrook, Managing Member

COUNTY  
County of Lassen

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Richard Egan, County Administrative Officer

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Barbara Longo, Director  
Health and Social Services

Approved as to form:

By: \_\_\_\_\_

Amanda Uhrhammer, Lassen County Counsel