

Pollock Pines/Camino Community Center Association

SECOND AMENDMENT TO FACILITY USE AGREEMENT #018-O1611

THIS SECOND AMENDMENT to that Facility Use Agreement #018-O1611 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Pollock Pines/Camino Community Center Association, a non-profit organization, whose principal place of business is 2675 Sanders Drive, Pollock Pines, California 95726 and whose mailing address is Post Office Box 1195, Pollock Pines, California 95726 (hereinafter referred to as "PPCCCA").

R E C I T A L S

WHEREAS, PPCCCA has been engaged by COUNTY for use of certain real property for the purpose of operating a meal site for the Senior Nutrition Program, in accordance with Facility Use Agreement #018-O1611, dated July 21, 2015, and First Amendment to Facility Use Agreement #018-O1611, dated June 29, 2021, incorporated herein and made reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, on May 4, 2018, the parties hereto mutually agreed to extend the term of the Agreement for an additional three (3) year period ending on July 31, 2021 (Option 1); and on March 26, 2021, the parties hereto mutually agreed to extend the term of the Agreement for an additional three (3) year period ending on July 31, 2024 (Option 2);

WHEREAS, the parties hereto mutually agree to extend the term of the Agreement for an additional three (3) year period ending on July 31, 2027, amending **Section 7**;

WHEREAS, the parties hereto desire to fully-replace specific Sections and add new Sections to include updated contract provisions, adding **Exhibit A, California Levine Act Statement**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, COUNTY and PPCCCA mutually agree to amend the terms of the Agreement in this Second Amendment to Facility Use Agreement #018-O1611 on the following terms and conditions:

- I. **Section 7**, of the Agreement is amended in its entirety to read as follows:
 7. The term of this Agreement shall cover the period of August 1, 2015, through July 31, 2027, as amended. COUNTY shall have the option to extend the term for two (2) additional three (3) year terms after the expiration date of July 31, 2027. Each option shall be on the same terms and conditions as provided for herein for the current term. COUNTY shall notify PPCCCA in writing at least sixty (60) calendar days prior to the expiration of the current three (3) year term extension, should COUNTY elect to exercise said third option. If the third

option is exercised, COUNTY shall notify PPCCCA in writing at least sixty (60) calendar days prior to the expiration of the third three (3) year option, should COUNTY elect to exercise fourth and final said option.

II. The following Sections of the Agreement are fully replaced in their entirety to read as follows:

9. To the fullest extent permitted by law, PPCCCA shall defend at its own expense, indemnify, and hold the COUNTY harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of PPCCCA or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of PPCCCA to indemnify and save COUNTY harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of PPCCCA are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Section is found invalid, the Parties agree that this Section shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

10. PPCCCA shall provide proof of a policy of insurance satisfactory to COUNTY's Risk Management Division and documentation evidencing that PPCCCA maintains insurance that meets the following requirements:
- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of PPCCCA as required by law in the State of California.
 - B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors'

liability and a \$2,000,000 aggregate limit. COUNTY, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.

- C. Property insurance on real property covered by this Lease under a standard "all Risk"-policy. The policy shall insure for not less than ninety percent (90%) of the replacement value of the Building.
- D. PPCCCA shall furnish a certificate of insurance satisfactory to COUNTY's Risk Management Division as evidence that the insurance required above is being maintained.
- E. The insurance will be issued by an insurance company acceptable to COUNTY's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- F. PPCCCA agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified hereinbelow. In the event said insurance coverage expires at any time or times during the term of this Agreement, PPCCCA shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event PPCCCA fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of COUNTY's Risk Management Division, and PPCCCA agrees that no work or services shall be performed prior to the giving of such approval.
- G. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to COUNTY; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- H. PPCCCA's insurance coverage shall be primary insurance in respect to COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be in excess of PPCCCA's insurance and shall not contribute with it.

- I. Any deductibles or self-insured retentions must be declared to, and approved, by COUNTY. At the option of COUNTY, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to COUNTY, its officers, officials, employees, and volunteers; or PPCCCA shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
 - J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, officials, employees, or volunteers.
 - K. The insurance companies shall have no recourse against the COUNTY of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
 - L. PPCCCA's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
 - M. In the event PPCCCA cannot provide an occurrence policy, PPCCCA shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
 - N. The certificate of insurance shall meet such additional standards as may be determined by the contracting COUNTY department, either independently or in consultation with COUNTY's Risk Management Division as essential for protection of COUNTY.
11. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to COUNTY shall be in duplicate and addressed as follows

To COUNTY:

County of El Dorado
 Chief Administrative Office
 Facilities Division
 3000 Fairlane Court, Suite One
 Placerville, California 95667

Attn.: Charles Harrell
 Facilities Division
 Manager

With a copy to:

County of El Dorado
 Chief Administrative Office
 Procurement and Contracts Division
 330 Fair Lane
 Placerville, California 95667

Attn.: Michele Weimer
 Procurement and Contracts
 Manager

or to such other location as COUNTY directs.

Notices to PPCCCA shall be addressed as follows:

Pollock Pines/Camino Community Center Association
Post Office Box 1195
Pollock Pines, California 95726

Attn.: Joyce Harris, Executive Board Director, and Bob Todd, Treasurer
(530) 417-1821

or to such other location as PPCCCA directs.

15. Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.
16. The COUNTY Officer or employee with responsibility for administering this Agreement is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.

III. The following Sections of this Agreement are hereby added to read as follows:

17. Pursuant to Government Code section 84308 (SB 1439, the Levine Act), PPCCCA shall complete and sign the attached Exhibit A, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by PPCCCA, if any, to any officer of COUNTY.
18. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.
19. This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Except as herein amended, all other parts and sections of Facility Use Agreement #018-O1611 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Facility Use Agreement #018-O1611 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Purchasing Agent
Chief Administrative Office
"COUNTY"

--POLLOCK PINES/CAMINO
COMMUNITY CENTER ASSOCIATION--

By: 
Judi Coupar (Jul 12, 2024 10:23 PDT)

Dated: 07/12/2024

Judi Coupar
President
"PPCCCA"

By: 
Charles R. Todd (Jul 12, 2024 10:56 PDT)

Dated: 07/12/2024

Charles "Bob" Todd
Treasurer

Pollock Pines/Camino Community Center Association

Exhibit A

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 accepts, solicits, or directs 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, any elected official, and the chief administrative officer (collectively "Officer"). It is PPCCCA'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 contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution 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(s) 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.

07/12/2024

Date

Pollock Pines/Camino Community Center Association
Type or write name of company


Judith coupar (Jul 12, 2024 10:23 PDT)

Signature of authorized individual

Judith coupar

Type or write name of authorized individual