

**AGREEMENT FOR SERVICES #6783**  
**AMENDMENT I**

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**This First Amendment** to that Agreement for Services #6783, is 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 the Upper Room Dining Hall, Inc., a 501(c)(3) non-profit organization, duly qualified to conduct business in the State of California, whose principal place of business is 1868 Broadway, Placerville, California 95667, (hereinafter referred to as "Contractor");

**RECITALS**

**WHEREAS**, Contractor has been engaged by County to provide meals for individuals placed by County in a temporary, non-congregate navigation center and emergency shelter, pursuant to Agreement for Services #6783 dated January 10, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of July 9, 2024 for an additional 90 days, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$94,230, for the extended term of the Agreement, amending **ARTICLE IV, Maximum Obligation**;

**WHEREAS**, the parties hereto desire to amend the Agreement to include updated contract provisions, amending **ARTICLE XXII, Indemnity**;

**WHEREAS**, unless otherwise specified herein, the following terms and conditions shall be effective upon final execution by both parties hereto of this First Amendment to that Agreement #6783.

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement #6783 on the following terms and conditions:

- 1) **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE II**

**Term:** This Agreement, as amended, shall become effective upon final execution by both parties hereto and shall cover the period of January 10, 2023 through October 8, 2024.

- 2) **ARTICLE IV, Maximum Obligation**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE IV**

**Maximum Obligation:** The maximum obligation for services and deliverables provided under this Agreement shall not exceed \$659,610, inclusive of all costs, taxes, and expenses.

3) **ARTICLE XXII, Indemnity**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XXII**

**Indemnity:** To the fullest extent permitted by law, Contractor 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 Contractor 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 Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Contractor 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 Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

Except as herein amended, all other parts and sections of that Agreement #6783 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: Alyson McMillan Dated: 05/14/2024  
Alyson McMillan  
Program Manager, Housing and Homelessness Services  
Health and Human Services Agency

**Requesting Department Head Concurrence:**

By: Olivia Byron-Cooper Dated: 05/14/2024  
Olivia Byron-Cooper (May 14, 2024 10:21 PDT)  
Olivia Byron-Cooper, MPH  
Director  
Health and Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #6783 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: Wendy Thomas  
Board of Supervisors  
"County"

Dated: 6/25/24

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: Kyra Schaeffer  
Deputy Clerk

Dated: 6/25/24

-- UPPER ROOM DINING HALL, INC. --

By: Jennifer Mouzis  
Jennifer Mouzis (May 14, 2024 10:52 PDT)  
Jennifer Mouzis  
Chief Executive Officer  
"Contractor"

Dated: 05/14/2024

By: Debbie Kiersey  
Debbie Kiersey (May 14, 2024 11:40 PDT)  
Debbie Kiersey  
Corporate Secretary

Dated: 05/14/2024