

South Tahoe Public Utility District

THIRD AMENDMENT TO FACILITY USE AGREEMENT #957-00810

THIS THIRD AMENDMENT to that Agreement #957-00810 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 SOUTH TAHOE PUBLIC UTILITY DISTRICT, a California Public Agency formed in 1950 pursuant to the Public Utility District Act, whose principal place of business is 1275 Meadow Crest Drive, South Lake Tahoe, California 96150 (hereinafter referred to as "DISTRICT").

RECITALS

WHEREAS, the COUNTY entered into an Agreement with the DISTRICT for the use of certain real property for the purpose of operating a Sheriff's Search and Rescue Station in the Tahoe Paradise area, in accordance with Facility Use Agreement #957-00810 dated July 29, 2008, Amendment I dated June 4, 2013, and Amendment II dated May 8, 2018, incorporated herein and made by reference a part thereof; and

WHEREAS, the COUNTY desires to continue utilizing those portions of the PROPERTY described in the original Facility Use Agreement for the purpose of continued operation of the Sheriff's Search and Rescue station in Tahoe Paradise, California; and

WHEREAS, the parties hereto mutually agree to extend the term of the agreement for five (5) additional years hereby amending Section 10; and

WHEREAS, the parties hereto mutually agree to remove insurance requirements for the DISTRICT, amending Section 11, INSURANCE REQUIREMENTS; and

WHEREAS, the parties hereto mutually agree to amend Section 13 and Section 20; and

WHEREAS, the parties hereto mutually agree to add electronic signature contract provisions, adding Section 29, ELECTRONIC SIGNATURES.

NOW, THEREFORE, the parties do hereby agree that Facility Use Agreement #957-00810 shall be amended a third time as follows:

I. Section 10 is hereby replaced in its entirety with the following:

10. The term of this Agreement, as amended, shall cover the period of July 1, 2008 through June 30, 2028, unless said term is extended, by mutual agreement in writing thirty (30) days prior to the expiration date.

II. Section 11 is hereby replaced in its entirety with the following:

11. **INSURANCE REQUIREMENTS:** The COUNTY is self-insured and shall provide the DISTRICT with evidence of said self-insurance by way of a letter signed by the El Dorado County Risk Manager.

III. Section 13 is hereby replaced in its entirety with the following:

13. **NOTICES:** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement, shall be in writing and be deemed duly serviced and given when personally delivered to the party to whom it is directed or, in lieu of such personal service, when deposited in the United States mail, first-class, postage prepaid, addressed to:

DISTRICT: South Tahoe Public Utility District
1275 Meadow Crest Drive
South Lake Tahoe, California 96150

Attention: Paul Hughes, Chief Financial Officer
Telephone: 530-543-6211

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

Attention: Charles Harrell, Facilities Division Manager
Telephone: 530-621-6051

With copy to: County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attention: Michele Weimer, Procurement and Contracts Manager
Telephone: 530-621-5670

IV. Section 20 is hereby replaced with the following:

20. The COUNTY Officer or employee with responsibility for administering this Agreement is Charles Harrell, Facilities Division Manager, Chief Administrative Office, or successor.

V. The following Section of the Agreement is added to read as follows:

29. **ELECTRONIC SIGNATURES:** 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.

Except as herein amended, all other parts and sections of said Facility Use Agreement #957-O0811 shall remain unchanged and in full force and effect.

DEPARTMENT CONCURRENCE:

Dated: _____

Signed: _____
Jeff Leikauf, Sheriff-Coroner
Public Administrator

CONTRACT ADMINISTRATOR:

Dated: _____

Signed: _____
Charles Harrell, Facilities Manager
Chief Administrative Office
Facilities Division

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Facility Use Agreement for #957-00811 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Purchasing Agent
"COUNTY"

--SOUTH TAHOE PUBLIC UTILITY DISTRICT--

By: _____

Dated: _____

David Peterson
Board President
"DISTRICT"