

CONTRACT AMENDMENT ROUTING SHEET

Date Prepared: _____

Need Date: _____

PROCESSING DEPARTMENT:

Department: _____
Dept. Contact: _____
Phone: _____
Department _____
Head Signature: _____

CONTRACTOR:

Name: _____
Address: _____
Phone: _____
Org Code: _____
Project String
(if applicable): _____

CONTRACTING DEPARTMENT: _____

Service Requested: _____
Description: _____
Contract Term: _____ Contract Value: _____

COUNTY COUNSEL: (must approve all contracts and MOU's)

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

COUNSEL -- PLEASE FORWARD TO HR AND RISK MANAGEMENT -- THANKS!

HR APPROVAL:

Compliance with Human Resources requirements? Yes: _____ No: _____
Compliance verified by: _____

RISK MANAGEMENT APPROVAL: (all contracts & MOU's except boilerplate grant funding contracts)

Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____

COUNTY OF EL DORADO

FIRST AMENDMENT TO FACILITY USE AGREEMENT #5070 CAL FIRE Agreement #1T209754

THIS FIRST AMENDMENT to Facility Use Agreement #5070 is made by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and California Department of Forestry and Fire Protection (CAL FIRE) Amador, El Dorado Unit (AEU), whose place of business is 2840 Mount Danaher Road, Camino, California 95709 (hereinafter referred to as "CAL FIRE");

RECITALS

WHEREAS, County has been engaged by CAL FIRE for use of certain real property commonly known as 299 Fair Lane (Juvenile Hall) for the purpose of housing fire fighters during the fire season in accordance with Facility Use Agreement #5070 dated August 14, 2020, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to remove monthly rental rate, amending **ARTICLE I, Property Use**;

WHEREAS, the parties hereto desire to amend the Agreement to provide for additional parking stalls and transfer responsibility for payment of utilities to CAL FIRE amending, **ARTICLE I, Property Use**, and adding **Exhibit C, Additional Parking Area**;

WHEREAS, the parties hereto desire to amend the Agreement to extend the term for an additional nineteen (19) months, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to suspend and reactivate the Agreement as needed, amending **ARTICLE V, Default, Termination, and Cancellation**;

WHEREAS, the parties hereto desire to amend the Agreement to update CAL FIRE's address, amending **ARTICLE VI, Notice to Parties**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and CAL FIRE mutually agree to amend the terms of the Agreement as follows in this First Amendment to Facility Use Agreement #5070 on the following terms and conditions:

- I. **ARTICLE I, Property Use**, of the Agreement first paragraph is amended in its entirety to read as follows:

County grants to CAL FIRE a non-exclusive right to use the portion of the Property designated as County exclusive area in accordance with Exhibit A, marked "Electrical First Floor Plan," and the parking spaces as depicted in Exhibit B, marked "Parking Area," and Exhibit C, marked "Additional Parking Area," all

incorporated herein and made by reference a part hereof, collectively referred to as the "Premises" for the sole purpose of providing housing for CAL FIRE Firefighters.

II. ARTICLE I, section 3, is hereby replaced in its entirety with the following:

3. CAL FIRE will be responsible for the total cost of utility services provided to the Premises including electricity, water, sewer, garbage, and propane, less 9.45% of the utility cost amount which represents the Judicial Council's pro-rata share of the utility costs for the Property. Payments for utility costs shall be retroactive to April 1, 2021 or the date CAL FIRE re-uses the Premises, whichever is later. If CAL FIRE's re-use of the Premises occurs on a day other than the first day of the month, the payment of utilities will be prorated on the basis of a thirty (30) day month. Said utilities will be invoiced quarterly in arrears and payment is due to County within thirty (30) days of CAL FIRE's receipt of the invoice.

III. ARTICLE II, Term, of the Agreement is hereby amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and, as amended, shall expire January 31, 2023.

IV. ARTICLE V, Default, Termination, and Cancellation, is amended to include section E as follows:

- E. CAL FIRE may request to suspend its use of the Premises each winter and re-occupy the Premises each spring. CAL FIRE shall notify County at least thirty (30) days prior to vacating and re-occupying the Premises.

Within seven (7) days of notification from CAL FIRE of its intent to suspend use of the Premises, County will respond with written confirmation. Within two (2) weeks of the request to re-occupy the Premises, County will respond with written notification of approval or denial, dependent on the status of the Juvenile Hall facility. CAL FIRE shall not be responsible for payment of utility costs and shall be required to remove all possessions from the Premises during the period of nonuse of the Premises.

V. ARTICLE VI, Notice to Parties, is amended in its entirety to read as follows:

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail certified and postage prepaid, and addressed as follows:

COUNTY

COUNTY OF EL DORADO

Chief Administrative Office
Facilities Division
Attn: Russell Fackrell
Facilities Manager
3000 Fairlane Court, Suite One
Placerville, CA 95667
(530) 621-7596
russell.fackrell@edcgov.us

CAL FIRE

**DEPARTMENT OF FORESTRY
AND FIRE PROTECTION (CAL
FIRE)**

Technical Services Division
Attn: James DeGraff
Real Property Manager
P.O. Box 944246
Sacramento, CA 94244-2460
(916) 327-2583
james.degraff@fire.ca.gov

Nothing herein contained shall preclude the giving of any such written notice by personal service.

Except as herein amended, all other parts and sections of Facility Use Agreement #5070, shall remain unchanged and in full force and effect.

CONTRACT ADMINISTRATOR:

By: _____

Russell Fackrell
Facilities Division Manager


IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Facility Use Agreement # 5070 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Purchasing Agent
Chief Administrative Office
"County"

-- CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION --

By:  Dated: 4/17/2021
James DeGraff
Real Property Manager
Technical Services Section

KEYED NOTES

1. REMOVE EXISTING FEEDER AND RECONNECT TO NEW FROM EXISTING FC-6A.

GLUMAC

engineers for a sustainable future™

910 Glenn Drive
Folsom, CA 95630
T. 916.934.5103 www.glumac.com
Project Manager: RC
Engineer/Designer: PJ
Job Number: 03.14.01200



County of El Dorado
360 Fair Lane
Placerville, CA 95667
(916) 621-5850

General Services Division
Facility Engineering

JUVENILE HALL VAC U PGRADE

California

Placerville

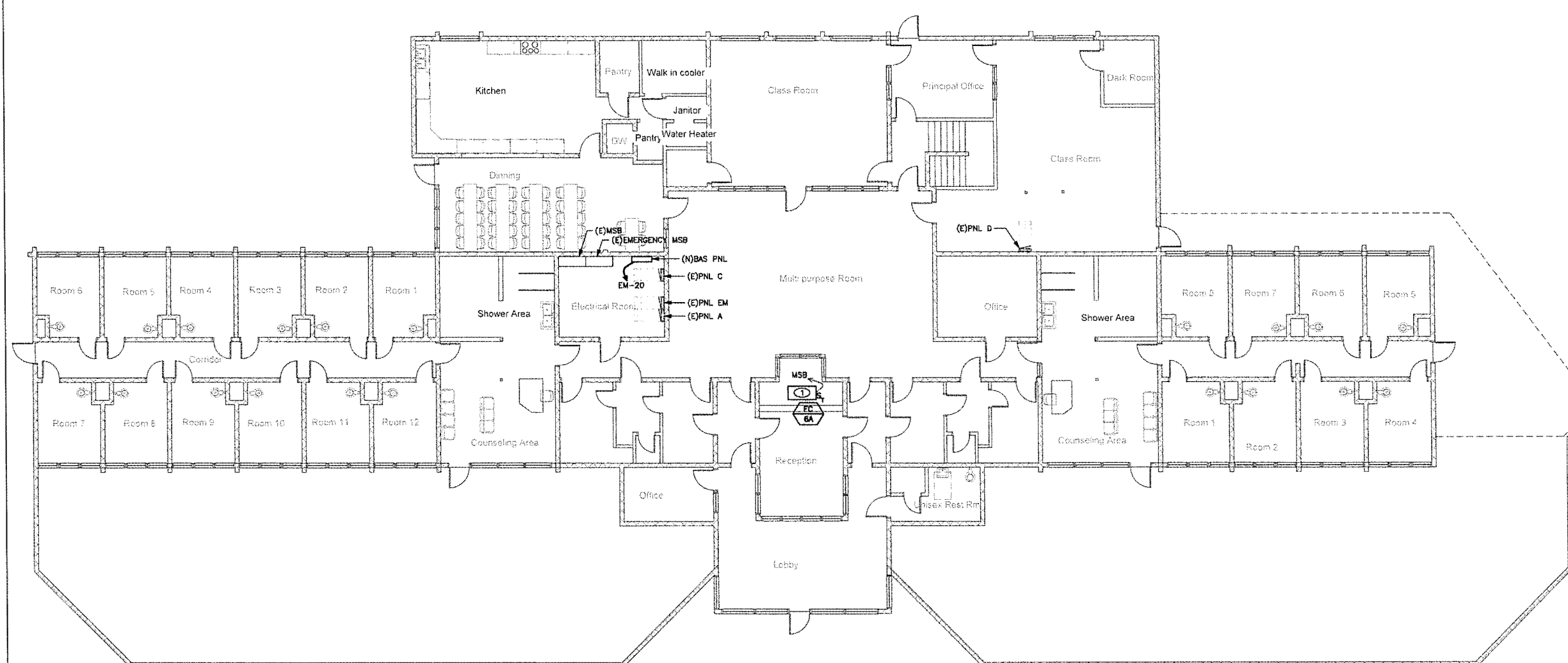


Issue	Date	Description
	04/09/15	CONSTRUCTION DOCUMENTS

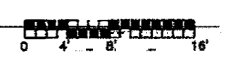
PROJECT NAME
COUNTY OF EL DORADO
360 FAIR LANE
PLACERVILLE, CA 95667
(916) 621-5850
SHEET TITLE
ELECTRICAL FIRST FLOOR PLAN

SCALE
AS NOTED
DATE
09 APRIL 2015
SHEET NUMBER

E2.1



1 ELECTRICAL FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"



California Department of Forestry and Fire Protection
Exhibit B
Parking Area



California Department of Forestry and Fire Protection
Exhibit C
Additional Parking Area

