



COUNTY OF EL DORADO
ADMENDMENT II TO FACILITY USE AGREEMENT #744-L0711

THIS AMENDMENT II, to that certain Facility Use Agreement #744-L0711 dated June 5, 2007, between MOTHER LODE LIONS CLUB, a non-profit corporation organized and existing under the laws of the state of California (hereinafter referred to as the "CLUB"), and the **COUNTY OF EL DORADO**, a political subdivision of the State of California (hereinafter referred to as "COUNTY"); is hereby amended as follows:

WITNESSETH

WHEREAS, the COUNTY entered into an Agreement with the CLUB for the use of certain real property for the purpose of operating a Senior Nutrition Program for senior citizens, in accordance with Facility Use Agreement #744-L0111, dated June 5, 2007; and

WHEREAS, on June 16, 2009 (Option I) the parties hereto mutually agreed to amend the payment terms and extend the term of the agreement for one (1) additional one (1) year period ending on June 30, 2010; and

WHEREAS, on June 29, 2010 (Amendment I, Option II) the parties hereto mutually agreed to amend said Facility Use Agreement to change the hours of operations to Monday through Friday, 10:30 a.m. - 2:00 p.m., amend payment terms, and to extend the term of the agreement for one (1) additional one (1) year period ending on June 30, 2011; and

WHEREAS, on June 28, 2011 (Option III) the parties hereto mutually agreed to amend the payment terms and extend the term of the agreement for one (1) additional one (1) year period ending on June 30, 2012; and

WHEREAS, on June 26, 2012 (Option IV) the parties hereto mutually agreed to amend the payment terms and extend the term of the agreement for one (1) additional one (1) year period ending on June 30, 2013; and

WHEREAS, the County desires to continue utilizing the CLUB'S facility as a meal site for the Senior Nutrition Program for senior citizens; and

WHEREAS, the parties hereto mutually agree to extend the Terms and Options of the agreement for one (1) additional two (2) year period hereby amending Section 5 of the agreement; and

WHEREAS, the parties hereto mutually agree to amend Section 4 - Payment, Section 5 - Terms and Options, Section 10 - Notices, and Section 17 - Administrative Responsibility of said agreement.

NOW THEREFORE, the parties do hereby agree that Facility Use Agreement #744-L0711 shall be amended a second time as follows:

- A. **SECTION 4, PAYMENT:** In consideration hereof the COUNTY agrees to compensate the CLUB in an amount sufficient to offset costs incurred by said CLUB directly arising from the use of the premises by the COUNTY. It is further agreed that such reimbursement shall be \$1,689.24 per month, which includes the two percent (2%) annual increase. Payment shall be sent to: Mother Lode Lions Club, P.O. Box 160, Diamond Springs, CA 95619.

- B. **SECTION 5, TERMS AND OPTIONS:** Pursuant to Section 5 of this agreement, the term of this lease is hereby extended for an additional two (2) year period. The agreement, as amended, shall cover the period of July 1, 2007 through June 30, 2015. However, either party may, at any time during the term of this agreement or extension thereof, terminate this agreement by giving thirty (30) days' notice in writing to the other party of its intention to do so. Either party may terminate this agreement if the terms and conditions herein are not fully complied with by either party by giving ten (10) days written notice of intent to do so.

- C. **SECTION 10, 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 served 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: Mother Lode Lions Club
P.O. Box 160
Diamond Springs, CA 95619

Attention: Becky Bell, President
Telephone: (530) 622-7551

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

Attention: Russell Fackrell, Facilities Manager
Telephone: (530) 621-7596

- D. **SECTION 17, ADMINISTRATIVE RESPONSIBILITY:** The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.


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Except as herein amended, all other parts and sections of said Facility Use Agreement #744-L0711 shall remain unchanged and in full force and effect.

CONTRACT ADMINISTRATOR:

Dated: 5/21/13 Signed: 
Russell Fackrell, Facilities Manager
Chief Administrative Office
Facilities Division

DEPARTMENT CONCURRENCE:

Dated: 5/23/13 Signed: 
Jan Walker-Conroy, Interim Director
Health & Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Facility Use Agreement #744-L0711 on the dates indicated below:

Mother Lode Lions Club

Dated: May 20 2013

By: Becky Bell
Becky Bell, President
Mother Lode Lions Club

COUNTY OF EL DORADO

Dated: _____

Signed: _____

Chair
Board of Supervisors

Attest: James S. Mitrison,
Clerk of the Board of Supervisors

Dated: _____

By: _____
Deputy Clerk