

COUNTY OF EL DORADO ADMENDMENT I TO FACILITY USE AGREEMENT #096-01210

THIS AMENDMENT I, to that certain Facility Use Agreement #096-O1210 dated June 28, 2011, between POLLOCK PINES/CAMIINO COMMUNITY CENTER ASSOCIATION, a non-profit organization (hereinafter referred to as the "**PPCCCA**"), 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 PPCCCA for the use of certain real property for the purpose of operating a meal site for the Senior Nutrition Program, in accordance with Facility Use Agreement #096-O1210, dated June 28, 2011; and

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

WHEREAS, on June 26, 2012 (Option I) the parties hereto mutually agreed to extend the term of the agreement for one (1) additional one (1) year period ending on July 31, 2013; and

WHEREAS, the parties hereto mutually agree to extend the term of the agreement for one (1) additional two (2) year period hereby amending Section 9 of the agreement;

WHEREAS, the parties hereto mutually agree to amend Sections 13 and 19 of the agreement;

NOW THEREFORE, the parties do hereby agree that Facility Use Agreement #096-LO1210 shall be amended as follows:

A. SECTION 9, TERMS AND OPTIONS: Pursuant to Section 9 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 August 1, 2011 through July 31, 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.

B. **SECTION 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 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:	Pollock Pines/Camino Community Center Association P. O. Box 1195 Pollock Pines, CA 95726
Attention: Telephone:	Rich Coffin and Joyce Harris (530) 647-8005
COUNTY:	County of El Dorado Chief Administrative Office Facilities Division 3000 Fairlane Court, Suite One Placerville, CA 95667
Attention: Telephone:	Russell Fackrell, Facilities Manager (530) 621-7596

SECTION 19: The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

Except as herein amended, all other parts and sections of said Facility Use Agreement #096-O1210 shall remain unchanged and in full force and effect.

CONTRACT ADMINISTRATOR:

Dated: 7/9/13

Signed:

Russell Fackrell, Facilities Manager Chief Administrative Office Facilities Division

DEPARTMENT CONCURRENCE:

Dated: <u>7/10/13</u> Signed:

UKG

Jan Walker-Conroy, Acting Director Health & Human Services Agency

IN WITNESS WHEREOF, the parties hereto have executed this first Amendment to that Facility Use Agreement #096-O1210 on the dates indicated below

Pollock Pines/Camino Community Center Association

By: Rital Eff. **Rich Coffin**, President

"PPCCCÁ"

COUNTY OF EL DORADO

Dated:

Signed: _____

Chair **Board of Supervisors**

Attest: James S. Mitrisin, **Clerk of the Board of Supervisors**

Dated:

aft

By: _____ Deputy Clerk

096-01210- AMD I