



**FIRST AMENDMENT
TO AGREEMENT # 13-23-629465
BETWEEN THE
COUNTY OF ORANGE
AND
ABRAZAR, INC.
FOR
PROFESSIONAL SERVICES**

This AMENDMENT to Agreement #13-23-629465, hereinafter referred to as "First Amendment," to the COMMUNITY CENTER MANAGEMENT AGREEMENT dated July 01, 2004 hereinafter referred to as "Original Agreement," is made and entered between the County of Orange, a political subdivision of the State of California, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; hereinafter referred to as "COUNTY" and ABRAZAR, Inc., a California non-profit corporation, in the State of California, with a place of business at 7101 Wyoming Street, Westminster, CA 92683-3811; hereinafter referred to as "MANAGER," which are sometimes individually referred to as "PARTY," or collectively referred to as "PARTIES."

RECITALS:

WHEREAS, COUNTY and MANAGER entered into the Original Agreement for professional services to manage and operate the Midway City Community Center commencing on July 1, 2004 through June 30, 2009; and

WHEREAS, the Original Agreement was renewed for two (2) additional terms of two (2) years each (for a total of four (4) additional years), by mutual agreement of the PARTIES; and

WHEREAS, the PARTIES previously renewed the Original Agreement for an additional two-year period effective July 1, 2009 through June 30, 2011; and

WHEREAS, the PARTIES previously renewed the Original Agreement for an additional two-year period effective July 1, 2011 through June 30, 2013; and

WHEREAS, the PARTIES previously renewed the Original Agreement for an additional two-year period effective July 1, 2013 through June 30, 2018; and

WHEREAS, PARTIES agree to extend the term of the CONTRACT for an additional two (2) years, beginning July 1, 2018 through June 30, 2020; and

WHEREAS, CONTRACTOR is performing satisfactory as required by the CONTRACT;

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree to amend as follows:

1. The Original Agreement is amended to extend the term of the Agreement beginning July 1, 2018 through June 30, 2020;
2. Paragraph 16. "TERM OF AGREEMENT" of the Original Agreement shall be amended under sub-paragraphs A & B to read as follows:
 - A. This Agreement shall be in effect for a period of two (2) years commencing on July 1, 2018 and continue through June 30, 2020, unless otherwise terminated by the COUNTY.
 - B. This Agreement may not be renewed.
3. Paragraph 20. "INDEMNIFICATIONS" of the Original Agreement shall be amended in its entirety to read as follows:

MANAGER agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by MANAGER pursuant to this CONTRACT. If judgment is entered against MANAGER and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, MANAGER and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment
4. Paragraph 21. "INSURANCE" of the Original Agreement shall be amended in its entirety to read as follows:

Insurance Provisions

Prior to the provision of services under this CONTRACT, the MANAGER agrees to purchase all required insurance at MANAGER's expense, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this CONTRACT have been complied with. MANAGER agrees to keep such insurance coverage, Certificates of Insurances, and endorsements on deposit with the COUNTY during the entire term of this

CONTRACT. In addition, all subcontractors performing work on behalf of MANAGER pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for MANAGER.

MANAGER shall ensure that all subcontractors performing work on behalf of MANAGER pursuant to this CONTRACT shall be covered under MANAGER's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for MANAGER. MANAGER shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from MANAGER under this CONTRACT. It is the obligation of MANAGER to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by MANAGER through the entirety of this CONTRACT for inspection by COUNTY representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of \$50,000 (Fifty Thousand Dollars) shall specifically be approved by the COUNTY's Risk Manager or designee, upon review of CONTRACTOR'S current audited financial report. If MANAGER's SIR is approved, MANAGER, in addition to, and without limitation of, any other indemnity provision(s) in this CONTRACT, agrees to all of the following:

1. In addition to the duty of indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suite resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this CONTRACT, MANAGER shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. MANAGER's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the MANAGER's SIR provision shall be interpreted as though the MANAGER was an insurer and the COUNTY was the insured.

If the MANAGER fails to maintain insurance acceptable to the COUNTY for the full term of this CONTRACT, the COUNTY may terminate this CONTRACT.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that

the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the MANAGER shall provide the minimum limits and coverage as set forth below:

| Coverage | Minimum Limits |
|--|--|
| Commercial General Liability | \$1,000,000 per occurrence \$2,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned, and hired vehicles | \$1,000,000 per occurrence |
| Workers' Compensation | Statutory |
| Employers' Liability Insurance | \$1,000,000 per occurrence |
| Network Security & Privacy Liability | \$1,000,000 per claims made |
| Technology Errors & Omissions | \$1,000,000 per claims-made \$1,000,000 aggregate |
| Sexual Misconduct Liability | \$1,000,000 per occurrence |

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

- 2) A primary non-contributing endorsement using ISO for CG 20 01 04 13, or a form at least as broad evidencing that the MANAGER's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1). An Additional Insured endorsement naming the **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds for its vicarious liability.
- 2). A primary and non-contributing endorsement evidencing that the MANAGER'S insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the **County of Orange, its elected and appointed officials, officers, agents and employees** or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT**.

All insurance policies required by this CONTRACT shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

MANAGER shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the CONTRACT, upon which the COUNTY may suspend or terminate this CONTRACT.

If MANAGER's Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), MANAGER shall agree to maintain coverage for two (2) years following the completion of the CONTRACT.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department addressed for the Project Manager listed in Paragraph 30, "Notices" in this CONTRACT.

COUNTY expressly retains the right to require MANAGER to increase or decrease insurance of any of the above insurance types throughout the term of this CONTRACT. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify MANAGER in writing of changes in the insurance requirements. If MANAGER does not deposit copies of acceptable Certificates of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this CONTRACT may be in breach without further notice to MANAGER, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit MANAGER's liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

5. Paragraph 30 "NOTICE" of the Original Agreement shall be amended in its entirety to read as follows:

Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' Project Managers routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate PARTY at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY:

County of Orange
OC Community Resources
Housing and Community Development/Homeless Prevention
PROJECT MANAGER
1300 South Grand Avenue, Building "B" 3rd Floor
Santa Ana, CA 92705-4407

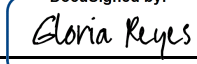
For MANAGER:

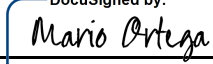
ABRAZAR, Inc.
MANAGER'S Project Manager
7101 Wyoming Street
Westminster, CA 92683-3811

Except as otherwise expressly set forth herein, all terms and conditions contained in the Original Agreement, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

IN WITNESS WHEREOF, the PARTIES hereto have executed this FIRST AMENDMENT on the dates below their respective signatures:

ABRAZAR, Inc.

By: 
Name: Gloria Reyes
Title: President/CEO
Dated: 3/13/2018


By: 
Name: Mario Ortega
Title: Chief operating officer
Dated: 3/13/2018

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

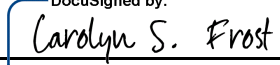
COUNTY OF ORANGE
A Political Subdivision of the State of California



By: 
Name: Dylan Wright, Director
OC Community Resources

Dated: 4/16/2018

APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL

By: 
Name: Carolyn S. Frost

Dated: 3/13/2018



Certification of Agreements

Date: March 13, 2018

To: Clerk of the Board of Supervisors

From: OCCR/Housing & Community Development/Homeless Prevention

Re: ASR Control #: 18-000125, Meeting Date 03/13/18 Agenda Item No. # _____

I certify that the attached fully executed complete agreement (and all exhibits and/or attachments referenced within the agreement) is an **exact** iteration of the agreement(s) presented to and approved by the Board of Supervisors on the above listed meeting date.

I further certify that I have been authorized to execute said agreement(s) and have personally executed same.

Julia Bidwell

Name

Director

Title

DocuSigned by:

Julia Bidwell

Signature

4/16/2018

Date