

Contract #: N/A #430-O1111

Legistar: N/A

Item Submitted: Facility Use Agreement #430-O1111 with PG&E for use of Veterans Memorial Building

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: Transportation
Dept. Contact: Jeff Moore
Phone: 530-621-6055
Department Head Signature: *JWW*

CONTRACTOR:

Name: Kelly Cantrell
Address: 3301 Industrial Ave
Rocklin, CA 95765
Phone: 530-622-0459
PG&E

CONTRACTING DEPARTMENT: Transportation

Service Requested: Review and Approval

Contract Term: 7 days Contract/Amendment Amount: \$2400.00 +\$600 per day option

Compliance with Human Resources Requirements? Yes: No:
Compliance verified by: Contract Notification Sent _____; HR Response Received _____
OK per _____

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: Disapproved: Date: 2/23/11 By: *D. Livingston*

Approved: Disapproved: Date: _____ By: _____
PG&E to deliver signed letter of Self Insurance

2011 FEB 23 PM 1:07
DPR ADD COUNTY COUNSEL

Index Code: 301311 User Code: BLD570

RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: Disapproved: Date: 2/24/11 By: *[Signature]*

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

Department(s): _____
Approved: _____ Disapproved: _____ Date: _____ By: _____
Approved: _____ Disapproved: _____ Date: _____ By: _____



COUNTY OF EL DORADO
FACILITY USE AGREEMENT #430-01111
VETERANS MEMORIAL BUILDING PLACERVILLE

THIS AGREEMENT, 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 PACIFIC GAS and ELECTRIC COMPANY, whose principal place of business is 3301 Industrial Avenue, Rocklin, CA 95765 (hereinafter referred to as "UTILITY");

WITNESSETH

WHEREAS, the COUNTY is the owner of that certain real property located in El Dorado County, California, commonly known as Veterans Memorial Building, located at 130 Placerville Drive, Placerville, CA 95667 (hereinafter referred to as the "PROPERTY"), and

WHEREAS, the COUNTY desires to grant to the UTILITY and the UTILITY desires to receive authorization from the COUNTY to use said PROPERTY for the purposes of operating an Emergency Staging Area for its workers, and

WHEREAS, it is the intent of the parties hereto that such use shall be in conformity with all applicable state and local laws;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the COUNTY and UTILITY mutually agree as follows:

1. The COUNTY hereby grants to the UTILITY and the UTILITY hereby agrees to accept from the COUNTY authorization for use of those portions of the PROPERTY described herein below for the purposes of operating an Emergency Staging Area for their workers.
2. The PROPERTY shall be utilized by UTILITY for the sole purpose of staging its workers. UTILITY shall have access to the lower level of the PROPERTY and use of kitchen facilities. UTILITY shall be able to use lower parking lot but will not cut off access to upper parking lot. UTILITY shall provide its own snow plowing if necessary, trash removal, and its own emergency power if necessary. UTILITY shall have 24 hours access to PROPERTY.
3. Said use shall be for the subject PROPERTY and the structure thereon identified as Veterans Memorial Building 130 Placerville Drive, Placerville CA, 95667.
4. The use granted herein is personal to the UTILITY. It is non-assignable and any attempt to assign this Agreement shall terminate it.
5. This Agreement shall authorize access beginning on February 24, 2011 and shall expire on March 3, 2011. UTILITY shall pay COUNTY a minimum of \$2400.00 for the first four days and shall have the option of use for the remaining three days at \$600.00 per day.
6. UTILITY shall be authorized to proceed with use of the PROPERTY provided that this Agreement has been fully executed by the parties hereto.

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7. **INSURANCE REQUIREMENTS:** The UTILITY is self-insured and shall provide the COUNTY with evidence of said self-insurance by way of a letter signed by the UTILITY'S authorized representative.
 8. UTILITY shall defend, indemnify and hold the COUNTY harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney fees and costs incurred, brought for, or on account of injuries to or death of any person, including but not limited to workers, County or UTILITY employees, and the public, or damage to other property including the PROPERTY, or any economic or consequential losses, which are claimed to or in any way or manner arise out of or are connected with the UTILITY'S activities or use of the PROPERTY or performance hereunder.
 9. **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:

UTILITY: Pacific Gas and Electric Company
3301 Industrial Avenue
Rocklin, CA 95765

Attention: Kelly Cantrell, Senior Field Engineer
Telephone: (916) 408-3227

COUNTY: Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

Attention: James W. Ware, P.E.
Telephone: (530) 621-7533

10. UTILITY agrees to use its best efforts to maintain and keep the PROPERTY free of trash and litter which is generated as a result of the UTILITY'S use of the PROPERTY. UTILITY agrees to leave said PROPERTY free from all trash, debris or litter directly resulting from the UTILITY'S use of the PROPERTY.
11. UTILITY shall, at all times during the term of this Agreement and any renewal or extension thereof, maintain, at UTILITY'S sole cost and expense, the PROPERTY, in a safe and operational condition, and shall on expiration or sooner termination of this Agreement surrender the PROPERTY to COUNTY in as good condition and repair as they are in on the date of this Agreement, reasonable wear and tear and damage by the elements excepted.
12. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on either of the parties


hereto.

- 13. Sole and Only Agreement: This instrument constitutes the sole and only agreement between the COUNTY and the UTILITY respecting the PROPERTY or the granting of this Facility Use Agreement to the UTILITY by the COUNTY, and correctly sets forth the obligations of the COUNTY and UTILITY to each other as of its effective date. Any agreements or representations respecting the PROPERTY or the Agreement not expressly set forth in this instrument are null and void.
- 14. This Agreement is to be governed by and construed in accordance with the laws of the State of California.
- 15. Time is of the essence of this Agreement and the performance of each and every provision hereof.
- 16. The County Officer or employee with responsibility for administering this Agreement is the Director of Transportation, or successor.

This document constitutes the entire Agreement between the parties and incorporates or supersedes all prior written or oral agreements or understandings.

DEPARTMENT CONCURRENCE:

Dated: 2/23/11

Signed: 
James W. Ware, P.E.
Director of Transportation

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.


PACIFIC GAS AND ELECTRIC

Dated: 2-24-2011

Signed: 
Kelly Cantrell
Senior Field Engineer

COUNTY OF EL DORADO

Dated: 2/24/11

Signed: 
Terri Daly
Chief Administrative Officer