

FACILITY USE AGREEMENT # 013-01611

SENIOR NUTRITION PROGRAM AT
MOTHER LODE LIONS CLUB OF DIAMOND SPRINGS AND EL DORADO

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Mother Lode Lions Club of Diamond Springs and El Dorado, a California Corporation, whose principal place of business is 4701 Missouri Flat Road, Placerville, California 95667 (Mailing: P.O. Box 160, Diamond Springs, CA 95619) (hereinafter referred to as "CLUB");

RECITALS

WHEREAS, the CLUB is the owner of that certain real property located in El Dorado County, California, commonly known as Mother Lode Lions Club of Diamond Springs and El Dorado, located at 4701 Missouri Flat Road, Diamond Springs, California 95667; and

WHEREAS, the CLUB desires to grant to the COUNTY and the COUNTY desires to receive authorization from the CLUB to use portions of said property for the purpose of operating a Senior Nutrition Program; and

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

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

1. The CLUB hereby grants to the COUNTY and the COUNTY hereby agrees to accept from the CLUB authorization for the use of those portions of the CLUB'S property described as the Lions Club Community Hall and the related kitchen and adjacent parking facilities (hereinafter referred to as "PREMISES") for the purposes of operating the COUNTY Health & Human Services Agency Senior Nutrition Program (hereinafter referred to as "PROGRAM").
2. PREMISES shall be utilized by COUNTY for the serving of meals to the elderly and provision of other activities incidental thereto Monday through Friday each week, from 10:30 a.m. to 2:00 p.m.

3. CLUB will provide the following:
 - Use of existing CLUB banquet tables and chairs.
 - Additional supplies and maintenance of the restrooms as required
 - Routine repairs and maintenance of equipment owned by the CLUB.
 - Provide that the PREMISES are neat, clean and in a suitable condition for use by the COUNTY.

4. COUNTY will provide the following:
 - Promotion, operation and staffing of PROGRAM which will be carried out in compliance with the Federal requirements of Title III C of the Older Americans Act.
 - All necessary locks to secure the CLUB'S cabinets that COUNTY uses for storage.
 - Repair and maintenance of equipment owned by COUNTY.
 - Facility will be left in a neat and clean condition after each day's use.
 - Use of the PREMISES by COUNTY shall be subject to such reasonable rules of the CLUB as are generally applied to use of said premises.

5. Any equipment purchased by the COUNTY for the PROGRAM shall remain the property of COUNTY and may be removed from the PREMISES at the discretion of the COUNTY. COUNTY shall provide CLUB with a list of such equipment and provide ten (10) days' notice prior to removal.

6. In consideration hereof, COUNTY agrees to compensate CLUB in the amount of \$1,800.00 per month. Monthly compensation shall increase by three percent (3%) annually during the term of this Agreement, with the first increase effective July 1, 2016. Payment shall be payable to the CLUB and sent to: Mother Lode Lions Club of Diamond Springs and El Dorado, P.O. Box 160, Diamond Springs, California 95619, or to such other persons or place CLUB may from time to time designate in writing. CLUB shall notify COUNTY in writing of such designation and the notice shall become part of this Agreement upon acknowledgement in writing by the COUNTY Contract Administrator, and no further amendment of this Agreement shall be necessary.

7. The use granted herein is personal to the COUNTY. It is non-assignable and any attempt to assign this Agreement shall terminate it.

8. This Agreement may be terminated by either party at any time for any or no reason by serving a thirty (30) day written notice to the other party.

9. COUNTY shall be authorized to proceed with use of the PREMISES provided that this Agreement has been fully executed by the parties hereto.

10. The term of this Agreement shall cover the period of July 1, 2015 through June 30, 2018. COUNTY shall have the option to extend the term for two (2) additional three (3) year terms after the initial expiration date of June 30, 2018. Each option shall be on the same

terms and conditions as provided for herein for the initial term. COUNTY shall notify CLUB in writing at least sixty (60) calendar days prior to the expiration of the initial three (3) year term, should COUNTY elect to exercise said first option. If the first option is exercised, COUNTY shall notify CLUB in writing at least sixty (60) calendar days prior to the expiration of the first three (3) year option, should COUNTY elect to exercise second and final said option.

11. The COUNTY is self-insured and shall provide the CLUB with evidence of said self-insurance by way of a letter signed by the County Risk Manager.
12. The CLUB shall defend, indemnify, and hold the COUNTY and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to PREMISES, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the CLUB'S activities, use of the PREMISES, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the CLUB, sub-contractor(s) and employee(s) of any of these, except for the sole, or active negligence of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of CLUB to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.
13. Prior to Commencement Date, CLUB shall furnish to COUNTY proof of a policy of insurance issued by an insurance company that is acceptable and satisfactory to COUNTY's Risk Manager and documentation evidencing that CLUB maintains insurance that meets the following requirements:
 - A. Commercial General Liability insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
 - B. Workers' Compensation and Employers' Liability Insurance covering all employees of CLUB as required by law in the State of California.
 - C. Property insurance on real property covered by this Agreement under a standard "all Risk" policy." The policy shall insure for not less than ninety percent (90%) of the replacement value of the property.
 - D. The certificate of insurance must include a provision stating that insurer will not cancel insured's coverage without thirty (30) days written notice to COUNTY.

CLUB shall maintain the required insurance in effect at all times during the Term of this Agreement. In the event said insurance expires at any time during the Term, CLUB agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the Term of the Agreement, or for a period not less than one (1) year. New

certificates of insurance are subject to the approval of the COUNTY. If CLUB fails to maintain in effect at all times the insurance coverage specified herein, COUNTY may, in addition to any other remedies it may have, terminate this Agreement.


14. 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 whom it is directed or, in lieu of such personal service, when deposited in the United States mail, first-class, postage prepaid, addressed to:

COUNTY: County of El Dorado
Chief Administrative Office
Facilities Management Division
3000 Fairlane Court, Suite One
Placerville, CA 95667
Attention: Russell Fackrell, Facilities Manager
Telephone: (530) 621-7596

CLUB : Mother Lode Lions Club
P.O. Box 160
Diamond Springs, CA 95619
Attention: Jerry Didlot, President
Telephone: (530) 622-7551

15. 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.
16. This instrument constitutes the sole and only Agreement between the COUNTY and the CLUB respecting the PREMISES or the granting of this Facility Use Agreement to the COUNTY by the CLUB to each other as of its effective date. Any Agreements or representations respecting the PREMISES or the Agreement not expressly set forth in this instrument are null and void.
17. This Agreement is to be governed by and construed in accordance with the laws of the State of California.
18. The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

CONTRACT ADMINISTRATOR:

Dated: 5/5/15 Signed: 
Russell Fackrell
Facilities Manager, Chief Administrative Office

DEPARTMENT CONCURRENCE:

Dated: 5/12/2015 Signed: 
Don Ashton
Director, Health & Human Services Agency

//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//
//

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: _____

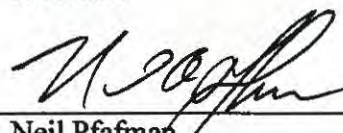
By: _____
Chair
Board of Supervisors
"County"

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- MOTHER LODGE LIONS CLUB OF
DIAMOND SPRINGS AND EL DORADO --

By:  _____ Dated: 5-1-2015
Jerry Didlot
President

By:  _____ Dated: 5/1/15
Neil Pfafman
Corporate Secretary