



ORIGINAL

COUNTY OF EL DORADO
FACILITY USE AGREEMENT # 744-L0711
MOTHER LODE LIONS CLUB

for **THE DEPARTMENT HUMAN SERVICES SENIOR NUTRITION PROGRAM**

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 the **MOTHER LODE LIONS CLUB**, a non-profit corporation organized and existing under the laws of the State of California, whose principal place of business is P.O. Box 160, Diamond Springs, CA, 95619 (hereinafter referred to as "CLUB").

WITNESSETH

WHEREAS, the COUNTY desires to use the CLUB as a meal site for the Senior Nutrition Programs; and

WHEREAS, the CLUB desires to grant to the COUNTY use of said facility; 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 CLUB mutually agree as follows:

1. PREMISES

The CLUB is to provide the following:

- A. For the consideration set forth herein below, the CLUB hereby authorizes the COUNTY to use that certain building known as the CLUB, located at Highway 49 and Missouri Flat Road, known as the Lions Club Community Hall and the related kitchen and adjacent parking facilities, for the purpose of serving meals to the elderly and provision of other activities incidental thereto, through its El Dorado County Senior Programs. Such use is hereby authorized on Monday through Friday each week, from 10:00 a.m. to 2:30 p.m.
- B. Provide use of existing CLUB banquet tables and chairs.
- C. Provide additional supplies and maintenance of the rest rooms as required because of the daily Nutrition Program.
- D. Provide routine repairs and maintenance of equipment owned by the CLUB.
- E. Provide that the facility is neat, clean and in a suitable condition for use by the COUNTY under the terms of this agreement.

The COUNTY is to operate its Senior Nutrition Program under the following described conditions:

- A. Promotion, operation and staffing of the Senior Nutrition Program is the sole responsibility of the COUNTY and will be carried out in compliance with the Federal requirements of Title III C of the Older Americans Act.
- B. Provide all necessary locks to secure the CLUB'S cabinets that the COUNTY uses for storage.
- C. Provide for the repair and maintenance of equipment owned by the COUNTY.

- D. Provide that the facility is left in a neat and clean condition after each day's use.
- E. Use of the "FACILITY" by COUNTY shall be subject to such reasonable rules of the "CLUB" as are generally applied to the use of said premises.

2. EQUIPMENT

Any equipment purchased by the COUNTY for the Senior Nutrition Program shall remain the property of COUNTY and may be removed from the CLUB premises at the discretion of the COUNTY. However, the COUNTY shall provide CLUB with a list of such equipment and provide ten (10) days notice prior to removal.

3. PROHIBITED USE

COUNTY shall not commit or permit the commission of any acts on the Premises nor permit the use of the Premises in any way that will:

- (a) increase the existing fire rates or cancel any fire, casualty, liability or other insurance policy insuring the building or its contents;
- (b) violate or conflict with any law, statute, ordinance, governmental rule or regulation whether now in force or hereinafter enacted, governing the Premises;
- (c) obstruct or interfere with the rights of other tenants or occupants of the building or injure or annoy them; and
- (d) constitute commission of a waste on the Premises.

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 \$1,500.00 per month. Said monthly rent amount shall be adjusted on July 1, 2008, and annually thereafter, in an amount equal to two (2%) percent of the then current monthly rent amount. Payments shall be sent to: Mother Lode Lions Club, P.O. Box 160, Diamond Springs, CA 95619.

5. TERMS AND OPTIONS

This Agreement shall be effective date July 1, 2007 and ending on June 30, 2009. This Agreement may be renewed in five (5) subsequent one (1) year increments by mutual written consent of the parties to this Agreement. 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.

6. INSURANCE

1. CLUB shall provide proof of a policy of insurance satisfactory to the El Dorado County 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.
- B. Workers' Compensation and Employers' Liability Insurance covering all employees of the CLUB as required by law in the State of California.
- C. The insurance companies shall have no recourse against the County of El Dorado, its officers, officials or employees for payment of any premiums or assessments under any policy issued by any insurance company.

7. HOLD HARMLESS

- A. COUNTY agrees to hold the CLUB, its officers, agents and employees, harmless from loss or damage to its property by reason of the use of the premises and to hold the CLUB harmless from liability to any other person for personal injury or property damage which may arise directly by reason of such use, except as specified in Paragraph 6.
- B. CLUB agrees to hold harmless the COUNTY, its officers, agents and employees, from and against any and all claims or actions for personal injury or property damage caused by or resulting from the negligence of the CLUB in the course of said CLUB furnishing, supplying, or providing work, services, materials, or supplies in connection with the performance of this Agreement or resulting from the condition or maintenance of the premises and equipment provided under the terms of this agreement.

8. INDEMNIFICATION

Lessee shall indemnify, defend, and hold harmless CLUB, its officers, agents and employees, from and against any claims, damages, costs, expenses (including reasonable attorney's fees) or liabilities arising from the acts or omissions of Lessee or its officers, agents, employees, contractors, or subcontractors, or the Lessee's use of the Premises, to the extent not covered by the insurance as provided for in paragraph 6 above. CLUB shall indemnify, defend and hold harmless Lessee, its officers, agents and employees, from and against any claims, damages, costs, expenses (including reasonable attorney's fees) or liabilities against from the acts of omissions of CLUB its officers, agents, employees, contractors or subcontractors, to the extent not covered by the insurance as provided for in paragraph 7 "INSURANCE" above. The

provisions of this section shall survive the termination of this lease for any event occurring prior to the termination.

9. ALTERATIONS

COUNTY shall not make or permit any other person to make any alterations to the Premises without the written consent of CLUB first obtained. Should CLUB consent to the making of any alterations to the Premises by the COUNTY, subsequent to execution of this Agreement, said alterations shall be made at the sole cost and expense of COUNTY by a contractor or other person selected by COUNTY and approved in writing by CLUB before work commences. Any and all alterations, with the exception of previously approved relocatable walls and other alterations readily removable without significant damage to the building premises, interior or exterior, shall on expiration or sooner termination of this Agreement, become the property of CLUB and remain on the Premises.

10. NOTICES

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered. Notices to COUNTY shall be in duplicate and addressed as follows:

**General Services Department
360 Fair Lane
Placerville, CA 95667
Attn: Director
Phone: (530) 621-5933**

or to such other location as the COUNTY directs.

Notices to CLUB shall be addressed as follows:

**Mother Lode Lion's Club
P.O.Box 160
Diamond Springs, CA 95619
Attn: President**

With a copy to :

**James R. Sweeney
P.O. Box 409
Diamond Springs, CA 95619**

or such other location as the CLUB directs.

12. WAIVER

The waiver of any breach of any of the provisions of this Agreement by CLUB shall not constitute a continuing waiver or a waiver of any subsequent breach by COUNTY either of the same or of another provision of this Agreement.

12. SOLE AND ONLY AGREEMENT

This instrument constitutes the sole and only Agreement between CLUB and COUNTY respecting the Premises and correctly sets forth the obligations of CLUB and COUNTY to each other as of its date. Any agreements or representations respecting the Premises by CLUB to COUNTY not expressly set forth in this instrument are null and void.

13. SEVERABILITY

If any provision, clause or part of the Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement or the application of such provisions, clauses, or parts under other circumstances shall not be affected thereby.

14. CALIFORNIA FORUM AND LAW

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

15. TIME OF ESSENCE

Time is expressly declared to be the essence of this Agreement.

16. ATTORNEY'S FEES

Should any litigation be commenced between CLUB and COUNTY concerning the Premises, this Agreement, or the rights and duties of either CLUB or COUNTY in relation thereto, the party, CLUB or COUNTY, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

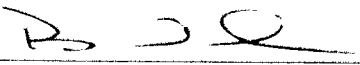
17. ADMINISTRATIVE RESPONSIBILITY

The County Officer or employee with responsibility for administering this Agreement is the Director of General Services Department, 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:

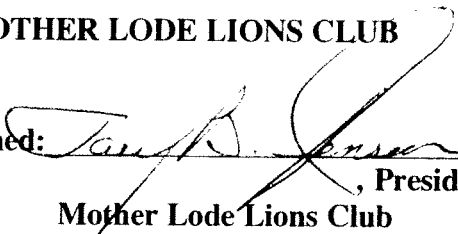
Dated: 6/4/07

Signed: 
Doug Nowka, Assistant Director
Department of Human Services

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

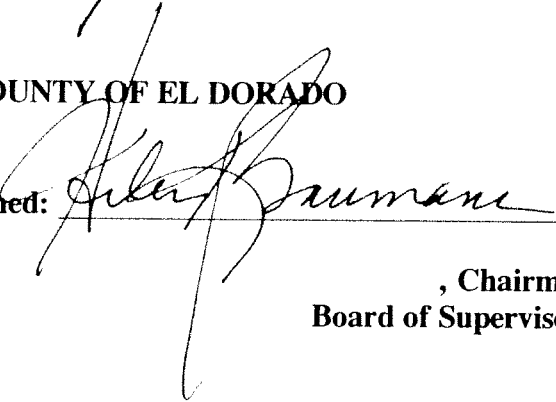
MOTHER LODGE LIONS CLUB

Dated: _____

Signed: 
, President
Mother Lode Lions Club

COUNTY OF EL DORADO

Dated: 6/5/07

Signed: 
, Chairman
Board of Supervisors

ATTEST:

Cindy Keck, Clerk of
the Board of Supervisors

By: 
Deputy Clerk

Dated: 6/5/07