



COUNTY OF EL DORADO

FACILITY USE AGREEMENT #5070 Cal Fire Agmt #1T209754

THIS FACILITY USE AGREEMENT (FUA), entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and California Department of Forestry and Fire Protection (Cal Fire) Amador, El Dorado Unit (AEU), whose local place of business is 2840 Mount Danaher Road, Camino, California 95709, (hereinafter referred to as "Cal Fire") (collectively hereinafter referred to as the "Parties").

RECITALS

WHEREAS, County owns that certain real property, commonly known as 299 Fair Lane (Juvenile Hall), Placerville, California 95667 ("Property"); and

WHEREAS, the Property is a shared use space between the County and the Judicial Council, subject to a Joint Occupancy Agreement dated December 29, 2008 ("JOA"); and

WHEREAS, Cal Fire is responsible for fighting fires in the State of California and is in need of space to house their fire fighters during the 2020-2021 fire season; and

WHEREAS, allowing Cal Fire to use the County-exclusive portion of the Property to house their fire fighters during the 2020-2021 fire season is compatible with the Judicial Council's use of the Property as a court facility and will serve as a public benefit by housing the fire fighters in the county they will be providing firefighting assistance; and

WHEREAS, it is the intent of the parties hereto that such use of the Property shall be in conformity with all applicable Federal, State, and local laws.

NOW, THEREFORE, in consideration of the performance by the parties of the covenants contained herein, County and Cal Fire mutually agree as follows:

ARTICLE I

Property Use: County grants to Cal Fire a non-exclusive right to use, at a monthly rate of five thousand dollars (\$5,000) per month the portion of the Property designated as County exclusive area in accordance with Exhibit A, marked "Electrical First Floor Plan", and the parking spaces as depicted in Exhibit B, incorporated herein and made by reference a part hereof, (collectively referred to as the "Premises") for the sole purpose of providing housing for Cal Fire firefighters. If Cal Fire's use of the Premises occurs on a day other than the first day of a month, the payment shall be prorated on the basis of a thirty (30) day month. Payment shall be made in advance on or before the first day of the month to the address stated in Article VI, Notice to Parties.

Cal Fire acknowledges and agrees that:

1. County will provide three (3) keys to Cal Fire for access to the Premises. The keys may not be duplicated by Cal Fire and shall be returned to County at the expiration of this Agreement. Use of the Premises by Cal Fire shall in no way interfere with County and Judicial Council's use in any way and shall not deteriorate or diminish Judicial Council's use of the Premises as a court facility.
2. County will be responsible for all Premises building maintenance during the term of this agreement. The Premises has twenty (20) rooms to house fire fighters.
3. County will be responsible for the cost of all utilities including, electricity, water, sewer, garbage and propane.
4. Cal Fire shall use the Premises twenty four (24) hours per day seven (7) days per week. The fire fighters shall sleep, cook, and eat meals (breakfast and dinner using the kitchen as needed) at the Premises, and during periods of high Fire danger shall staff the Premises during off times.
5. Cal Fire shall have one (1) crew bus and two (2) pickup trucks at the Premises and fire fighters will also park their personal vehicles on site
6. Cal Fire shall maintain and keep the location free of trash and debris resulting from Cal Fire's use of the Premises. Cal Fire shall remove and dispose of said trash, debris at the dumpster located in the Premises parking lot.
7. Cal Fire is solely responsible, and County shall have no liability whatsoever, for any vehicles, trailers, personal property, equipment, or materials placed on or brought on the Premises.
8. Cal Fire shall be financially responsible for any costs incurred by County for damages to the Premises arising from Cal Fire's use of the Premises.
9. Cal Fire shall, at its sole expense, remove all property, equipment, and materials from the Premises at the end of the term. The Premises must be surrendered to County in the same condition as at the commencement of the use period.
10. Cal Fire shall be responsible for providing janitorial service to the Premises.
11. County makes no representations or warranties as to the condition of the Premises, and Cal Fire uses the Premises in an "as-is" condition.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties and shall expire June 30, 2021.

ARTICLE III

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE IV

Assignment: Cal Fire shall not assign, sublease, encumber, or otherwise transfer its rights or interests under this Agreement without the express written consent of County first, which

consent may be granted or withheld at County's sole discretion. Any attempt to assign this Agreement without complying with this provision shall immediately result in a termination of this Agreement.

ARTICLE V

Default, Termination, and Cancellation:

- A. Default: Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended at the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Cal Fire.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Cal Fire ceases to operate as a department of the State of California, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation Without Cause: Either party may terminate this Agreement in whole or in part upon thirty (30) calendar day's written notice without cause.

ARTICLE VI

Notice to Parties: 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 return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, CA 95667
ATTN.: Russell Fackrell, Facilities Manager

or to such other location as County directs.

Notices to Cal Fire shall be addressed as follows:

California Department of Forestry and Fire Protection (Cal Fire)
Amador El Dorado Unit (AEU)
2840 Mount Danaher Road
Camino, CA 95709

ATTN.: Peter Bymers, Battalion Chief
(530) 708-2985

or to such other location as Cal Fire directs.

ARTICLE VII

Change of Address: In the event of a change in address for Cal Fire's principal place of business, or Notices to Cal Fire, Cal Fire shall notify County in writing as provided in ARTICLE VI, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE VIII

Indemnity: Cal Fire agrees to indemnify and hold harmless County to the extent authorized by Government Code Section 14662.5 and agrees to repair or pay for any damage proximately caused by reason of Cal Fire's use of said Premises during the term of this lease, except to the extent that any such damages suffered by County are the result of County's negligent or wrongful acts or the acts of any persons acting under or on behalf of County and/or where Cal Fire is found to have no liability by reason of any immunity arising by statute or common law in connection with fulfillment of the State's constitution and statutory public responsibilities.

County agrees to indemnify and hold harmless Cal Fire in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which Cal Fire may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by County, its employees, or any person or persons acting under the direct control and authority of County or its employees, in connection with the Cal Fire's occupancy of said Premises under and during the term of this lease except to the extent that any such damages or expenses suffered by Cal Fire are the result of the Cal Fire's sole negligence.


ARTICLE IX

Insurance: To the extent authorized by any fire and extended coverage insurance issued to County on the herein demised premises, County releases Cal Fire from Liability for loss or damage covered by said insurance and waives subrogation rights of insurer.

In accordance with Government Code Section 11007.4, the State of California has elected to be self-insured against loss or damage to, or liability arising from, the use of leased property. Under this system, loss or damage, if any, to the equipment shall be borne by the State of California.

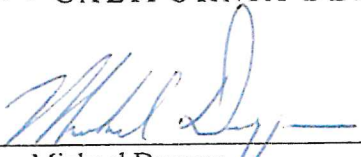
IN WITNESS WHEREOF, the parties hereto have executed this Facilities Use Agreement #5070 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 
Don Ashton
Chief Administrative Officer
"County"

Dated: 8/14/2020

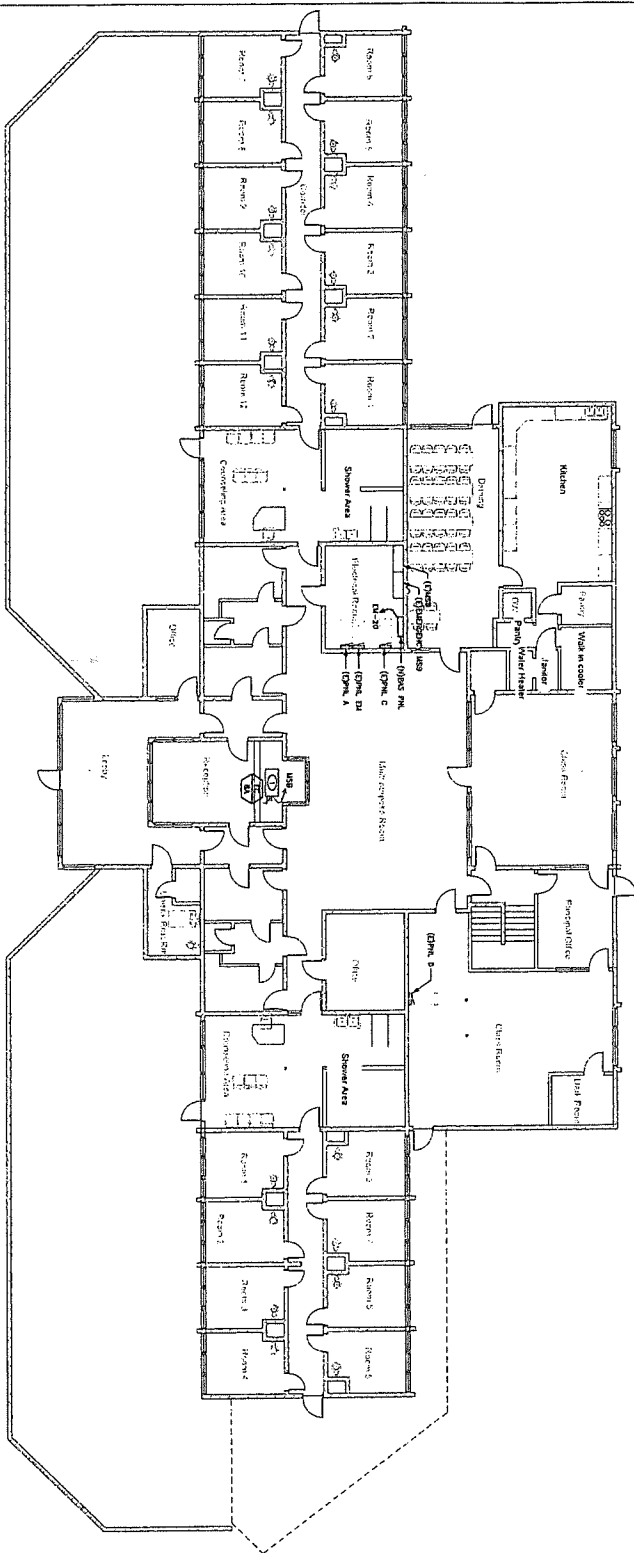
-- CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION --

By: 
Michael Duggan
Chief of Technical Services Section

Dated: 08/14/2020

Exhibit A

1 ELECTRICAL FIRST FLOOR PLAN
 SCALE: 1/8" = 1'-0"



REVISION NOTES
 1. REVISIONS TO BE MADE
 AND RECORDED TO NEW
 REVISIONS
 REVISIONS

510 Glen Dale
 Folsom, CA 95630
 T 916.593.5103
 Project Manager: PJ
 Job Number: 01.14.07200

GLUMAC
 engineers for a sustainable future



County of El Dorado
 General Services Division
 Facility Engineering

JUVENILE HALL VAC U PGRADE

California



Placeville

COUNTY OF EL DORADO
 301 FAIR LANE
 PLACERVILLE, CA 95667
 (916) 821-5850

ELECTRICAL FIRST FLOOR PLAN

DATE: 09 APRIL 2015

E2.1

California Department of Forestry and Fire Protection
Exhibit B
Parking Area

