



# 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.



## **ARTICLE X**

**Administrator:** County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Division Manager, Chief Administrative Office, or successor.

## **ARTICLE XI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

## **ARTICLE XII**

**Partial Invalidity:** If any provision, sentence, or phrase of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

## **ARTICLE XIII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.


## **ARTICLE XIV**

### **Miscellaneous Provisions:**

1. California Forum and Law. This Agreement is to be governed by and construed in accordance with the laws of the State of California. Any dispute arising out of this Agreement shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.
2. Attorney's Fees. Should any litigation commenced between the Parties concerning the Premises or this Agreement, the prevailing party 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 all be determined by the court in such litigation or in a separate action brought for that purpose.
3. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.
4. Waiver. The waiver of any breach of any of the provisions of this Agreement by County shall not constitute a continuing waiver or a waiver of any subsequent breach by the Cal Fire either of the same or of another provision of this Lease.
5. No Third Party Beneficiary. Nothing in this Agreement is intended, nor will be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

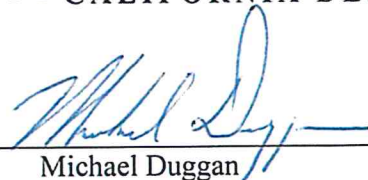
IN WITNESS WHEREOF, the parties hereto have executed this Facilities Use Agreement #5070 on the dates indicated below.

-- COUNTY OF EL DORADO --

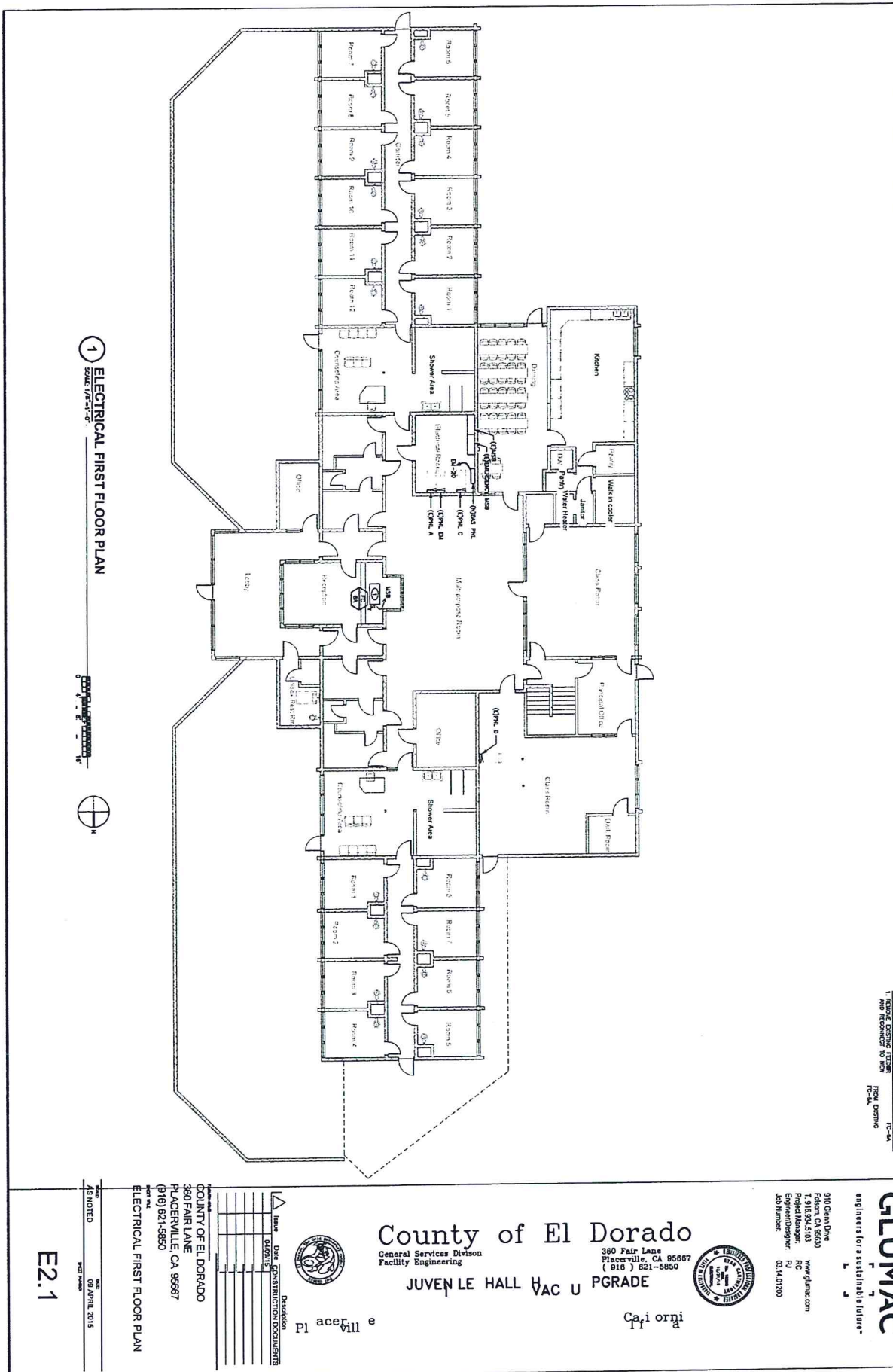
By:   
Don Ashton  
Chief Administrative Officer  
"County"

Dated: 8/14/2020

-- CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION --

By:   
Michael Duggan  
Chief of Technical Services Section

Dated: 08/14/2020



1 ELECTRICAL FIRST FLOOR PLAN  
DATE: 07/11/15



KEYED NOTES  
1. REMOVE EXISTING SYSTEM FROM EXISTING ROOMS

910 Glenn Drive  
Folsom, CA 95630  
Project Manager  
Engineer/Designer  
Job Number: 0114 01200  
www.glumac.com



County of El Dorado  
General Services Division  
Facility Engineering  
360 Fair Lane  
Placerville, CA 95667  
(916) 621-5850  
JUVENTILE HALL VAC U PGRADE  
Placerville, CA



| Name | Date | Description |
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COUNTY OF EL DORADO  
360 FAIR LANE  
PLACERVILLE, CA 95667  
(916) 621-5850  
ELECTRICAL FIRST FLOOR PLAN

E2.1

AS NOTED  
DATE: 09 APRIL 2015  
BY: [Signature]



California Department of Forestry and Fire Protection  
Exhibit B  
Parking Area

