



ORIGINAL

COUNTY OF EL DORADO
FACILITY USE AGREEMENT # 207-O1111
SHERIFF'S GARDEN VALLEY SATELLITE STATION

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 GARDEN VALLEY FIRE PROTECTION DISTRICT, whose principal place of business is 4860 Marshall Road, Garden Valley, CA 95633 (hereinafter referred to as "DISTRICT");

W I T N E S S E T H

WHEREAS, the DISTRICT is the owner of that certain real property located in El Dorado County, California, commonly known as Garden Valley Station, located at Station 51, 4860 Marshall Road, Garden Valley, CA 95633 (hereinafter referred to as the "PROPERTY"), and

WHEREAS, the DISTRICT desires to grant to the COUNTY and the COUNTY desires to receive authorization from the DISTRICT to use said PROPERTY for the purposes of the on duty Sheriff's Deputy to be able to write reports, take breaks and meet occasionally with the Public, 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 DISTRICT mutually agree as follows:

1. The DISTRICT hereby grants to the COUNTY and the COUNTY hereby agrees to accept from the DISTRICT authorization for use of those portions of the PROPERTY described herein below for the purposes of providing a desk, telephone and use of the conference room for the El Dorado County Sheriff's Department.
2. The PROPERTY shall be utilized by COUNTY for the sole purpose of the on duty Sheriff's Deputy to write reports, take breaks and occasionally meet with the Public for seven (7) days a week, twenty-four (24) hours per day basis.
3. Said use shall be limited to those portions of the PROPERTY described as herein above along with surrounding property of DISTRICT. The amount paid by the COUNTY to the DISTRICT during the term of the Agreement shall be \$150.00 per month. Payments shall be mailed to: Garden Valley Fire Protection District, 4860 Marshall Road, Garden Valley, CA 95633
4. The use granted herein is personal to the COUNTY. It is non-assignable and any attempt to assign this Agreement shall terminate it.
5. This Agreement may be terminated by either party at any time for any reason by serving a thirty (30) day written notice to the other party.
6. COUNTY shall be authorized to proceed with use of the PROPERTY provided that this Agreement has been fully executed by the parties hereto.

7. This Agreement shall commence on November 1, 2010, or upon execution of this Agreement, by the DISTRICT and the COUNTY. This Agreement shall expire on October 31, 2012, unless said term is extended, by mutual agreement in writing thirty (30) days prior to the expiration date.
8. **INSURANCE REQUIREMENTS:** The COUNTY is self-insured and shall provide the DISTRICT with evidence of said self-insurance by way of a letter signed by the El Dorado County Risk Manager.
9. COUNTY shall defend, indemnify and hold the DISTRICT 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 DISTRICT 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 arise out of or are connected with the COUNTY'S activities, use of the PROPERTY, or performance hereunder, and are not connected with or related to the DISTRICT'S use of the property.

DISTRICT 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 DISTRICT 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 DISTRICT'S activities or use of the PROPERTY or performance hereunder, and are not connected with or related to the COUNTY'S use of the PROPERTY.

10. **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:

DISTRICT: Garden Valley Fire Protection District
P. O. Box 408
Garden Valley, CA 95633

Attention: William Dekker, Chief
Telephone: (530) 333-1240

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


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

11. COUNTY 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 COUNTY's use of the PROPERTY. COUNTY agrees to leave said PROPERTY free from all trash, debris or litter directly resulting from the COUNTY's use of the PROPERTY.
12. Not Used
13. 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.
14. Sole and Only Agreement: This instrument constitutes the sole and only agreement between the COUNTY and the DISTRICT respecting the PROPERTY or the granting of this Facility Use Agreement to the COUNTY by the DISTRICT, and correctly sets forth the obligations of the COUNTY and DISTRICT 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.
15. This Agreement is to be governed by and construed in accordance with the laws of the State of California.
16. Time is of the essence of this Agreement and the performance of each and every provision hereof.
17. The County Officer or employee with responsibility for administering this Agreement is the Director of Transportation Department, or successor.

This document and the exhibit referred to herein, constitutes the entire Agreement between the parties and incorporates or supersedes all prior written or oral agreements or understandings.

DEPARTMENT CONCURRENCE:

Dated: 12.16.10

Signed: 
 Fred Kollar, Sheriff

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

GARDEN VALLEY FIRE PROTECTION DISTRICT

Dated: 9/27/10

By: William Dekker
William Dekker, Fire Chief
Garden Valley Fire Protection District

COUNTY OF EL DORADO

Dated: _____

Signed: _____

, Chair

**Board of Supervisors
El Dorado County**

**Attest: Suzanne Allen De Sanchez, Clerk of the
Board of Supervisors**

Dated: _____

By: _____
Deputy Clerk