

# CONTRACT ROUTING SHEET

Date Prepared: 5/3/07

Need Date: 5/10/07

### PROCESSING DEPARTMENT:

Department: General Services  
 Dept. Contact: Deb Lane  
 Phone #: 5933  
 Department \_\_\_\_\_  
 Head Signature: [Signature]  
 Director LAURA GILL

### CONTRACTOR:

Name: Shingle Springs Comm. Center  
 Address: P.O. Box 11  
Shingle Springs, CA 95682  
 Phone: (530) 622-3548

### CONTRACTING DEPARTMENT: Human Services Department

Service Requested: Exercise of Option to Extend Facility Use Agreement #739-00611  
 Contract Term: July 1, 2007 - June 30, 2008 Contract/Amendment Value: \_\_\_\_\_  
 Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
 Compliance verified by: \_\_\_\_\_

### COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved:  Disapproved: \_\_\_\_\_ Date: 5/8/07 By: [Signature]  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT DATE: 05/02/2007  
 ATTORNEY: Rebecca S  
 DEPT./INDEX NO.: 0111200  
[Signature]

2007 MAY -4 PM 1:20  
 EL DORADO COUNTY COUNSEL  
[Signature]

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

### RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: \_\_\_\_\_ Date: 5/8/07 By: [Signature]  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

RECEIVED  
 HUMAN RESOURCES DEPT  
 MAY -8 AM 9:41

### OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
 Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_



# *The County of El Dorado*

*Department of General Services*

*Laura Gill, Acting Director*

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*Real Property Planning & Administration*

*Phone (530) 621-5933 Fax (530) 621-1681*

June 5, 2007

Shingle Springs Community Center  
Attn: Margaret Deeg  
P. O. Box 11  
Shingle Springs, CA 95682

Re: Exercise of Option to Extend Facility Use Agreement #739-00611  
Department of Human Services Senior Nutrition Program

Dear Lessor:

The El Dorado County Board of Supervisors has approved the exercise of the first option to extend the Facility Use Agreement #739-00611 for El Dorado County Department of Human Services Senior Nutrition Program located at 4440 South Shingle Road, Shingle Springs for an additional one (1) year, commencing on July 1, 2007 and ending on June 30, 2008. The lease payment shall be \$1,061.21 per month. Therefore, please consider this letter as the County's official notification to you of our intent to exercise said option.

If you have any questions please feel free to contact me at (530) 621-5933.

Sincerely,

Debra Lane

Lease Administrator

Real Property Planning & Administration



# The County of El Dorado

Department of General Services

Joanne Narloch, Director

Real Property Planning & Administration

Phone (530) 621-5933 Fax (530) 295-2725

January 22, 2007

Shingle Springs Community Center

Attn: Margaret Deeg

P.O. Box 11

Shingle Springs, CA 95682

Re: One (1) year extension of Facility Use Agreement #739-00611  
Human Services Senior Nutrition Program

Dear Lessor:

The El Dorado County Board of Supervisors hereby requests renewal of the Facility Use Agreement #722-00311 for El Dorado County Human Services Senior Nutrition Program located at 4440 South Shingle Road, Shingle Springs for an additional one (1) year, commencing on July 1, 2007 and ending on June 30, 2008, pursuant to article 3 of the agreement. The lease payment shall be \$1,061.21 per month. Therefore, please consider this letter as the County's official notification to you of the renewal request. Extension will become effective upon Board of Supervisor's approval.

If you have any questions please feel free to contact me at (530) 621-5933.

Sincerely,

Debra Lane, Lease Administrator

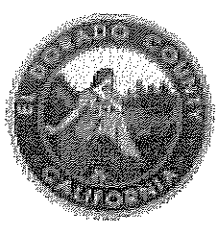
Real Property Planning & Administration

**We hereby consent to the renewal of the agreement for an additional one (1) year period.**

Signed: Margaret L. Deeg  
Margaret Deeg

Dated: 2-5-07

**ORIGINAL**



**COUNTY OF EL DORADO  
FACILITY USE AGREEMENT #739-00611  
SHINGLE SPRINGS COMMUNITY CENTER  
FOR COMMUNITY SERVICES SENIOR NUTRITION PROGRAM**

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**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 SHINGLE SPRINGS COMMUNITY CENTER, a non-profit organization, whose principal place of business is 4440 South Shingle Road, (mailing: P.O. Box 11), Shingle Springs, CA 95682 (hereinafter referred to as "COMMUNITY CENTER");

**WITNESSETH**

**WHEREAS**, the COMMUNITY CENTER is the owner of that certain real property located in El Dorado County, California, commonly known as COMMUNITY CENTER, located at 4440 South Shingle Road, Shingle Springs, CA (hereinafter referred to as the "PROPERTY"), and

**WHEREAS**, the COMMUNITY CENTER desires to grant to the COUNTY and the COUNTY desires to receive authorization from the COMMUNITY CENTER to use said PROPERTY for the purpose of a meal site for the Senior Nutrition Programs, 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 COMMUNITY CENTER mutually agree as follows:

**1. PREMISES**

The COMMUNITY CENTER is to provide the following:

- A. For the consideration set forth herein below, the COMMUNITY CENTER hereby authorizes the COUNTY to use that certain building known as the Shingle Springs Community Center, located at 4440 South Shingle Road, Shingle Springs, CA, 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 10:30 a.m. to 2:30 p.m.

- B. Use of existing COMMUNITY CENTER banquet tables and chairs.
- C. Use of supplies and maintenance of the rest rooms located in said facility.
- D. Assure routine repairs and maintenance of equipment owned by the COMMUNITY CENTER is provided in a timely manner.
- E. Assure that the facility is neat, clean and in a suitable condition for use by the COUNTY under the terms of this agreement.
- F. Assure that adequate hot water is available to supply the County dishwasher with 140 degrees water at the dishwasher inlet.

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 COUNTY'S storage cabinets.
- C. Provide for the repair and maintenance of equipment owned by the COUNTY.
- D. Assure that the facility is left in a neat and clean condition after each day's use.
- E. Use of the COMMUNITY CENTER by COUNTY shall be subject to such reasonable rules of the COMMUNITY CENTER as are generally applied to the use of said premises.

## 2. **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.

**3. TERMS AND OPTIONS**

This Agreement shall be for a period of one (1) year commencing on July 1, 2006 and ending on June 30, 2007. This Agreement may be renewed in two (2) 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. Said monthly rent amount shall be adjusted on July 1, 2007, and annually thereafter, in an amount equal to two (2%) of the current monthly rent amount.

**4. PAYMENT**

In consideration hereof the COUNTY agrees to compensate the COMMUNITY CENTER to offset costs incurred by COMMUNITY CENTER directly arising from the use of the premises by the COUNTY. Rent payments not to exceed of \$1,040.40 per month. The total amount paid by the COUNTY to the COMMUNITY CENTER during the term of this Agreement shall not exceed \$12,734.52. Payments shall be sent to: Shingle Springs Community Center, P.O. Box 11, Shingle Springs, CA 95682.

Said payments are in consideration of the costs incurred for the items listed below:

Electricity	Cleaning Supplies	Fire Extinguishers & Servicing
Propane Gas for Heating	Maintenance Costs	Snow Removal
Telephone	Refuse Disposal	Floor Maintenance
Water	Pest Control	

Any capital improvements made by the COMMUNITY CENTER shall not be considered for reimbursement by the COUNTY unless specific written approval is provided by the COUNTY in advance of said capital improvements. COMMUNITY CENTER agrees to use additional revenues received above and beyond the costs itemized above to purchase fold and roll type tables and other equipment intended to facilitate the safer and less physically demanding task of equipment movement and storage.

**5. EQUIPMENT**

Any equipment purchased by the COUNTY for the Senior Nutrition Program shall remain the property of COUNTY and may be removed from the COMMUNITY CENTER premises at the



discretion of the COUNTY.

**6. INSURANCE REQUIREMENTS:**

COMMUNITY CENTER shall maintain at its own expense during the term hereof, insurance on or about or in connection with the PROPERTY of the types and in the minimum amounts described generally as follows:

- A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of the COMMUNITY CENTER as required by law in the State of California. For the purpose of this Agreement, Worker's Compensation and Employers' Liability Insurance is not required.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. COMMUNITY CENTER shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is in full force and effect.
- D. The insurance shall be issued by insurance company acceptable to the El Dorado County Risk Manager, or be provided through partial or total self-insurance likewise acceptable to the COUNTY's Risk Manager.
- E. The certificate of insurance must include the following provisions stating that the COUNTY of El Dorado, its officers, officials, and employees are included as additional insured, but only insofar as operations under this Agreement are concerned. This provision shall apply to liability policies except worker's compensation and professional liability insurance.
- F. The COMMUNITY CENTER's insurance coverage shall be primary as respects the COUNTY, its officers, officials, and employees. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, or employees shall be excess of the COMMUNITY CENTER's insurance and shall not contribute with it.
- G. The COMMUNITY CENTER's insurance coverage shall not be cancelled without thirty (30) days prior written notice to COUNTY.
- H. Any deductibles or self-insured retention must be declared to and approved by the COUNTY. At the option of the COUNTY, either: insurer shall reduce or eliminate such deductibles or self-insured retention as respects the COUNTY, its officers, officials

and employees; or USER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- I. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials and employees.
- J. 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.
- K. COMMUNITY CENTER's obligations shall not be limited by the foregoing requirements and shall survive the expiration of this Agreement.
- L. In the event COMMUNITY CENTER cannot provide an occurrence policy, COMMUNITY CENTER shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of this Agreement.
- M. The Certificate of insurance shall meet additional standards as may be determined by the COUNTY's Risk Manager as essential for protection of the COUNTY.

**7. INDEMNIFICATION/HOLD HARMLESS**

COUNTY shall defend, indemnify and hold the COMMUNITY CENTER 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 employees, and the public, or damage to 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, regardless of the existence or degree of fault or negligence on the part of the COUNTY, and employee(s) of any of these, except for the active negligence of the COUNTY, its officers and employees, or as expressly prohibited by statute. This duty of COMMUNITY CENTER to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

**8. ALTERATIONS**

COUNTY shall not make or permit any other person to make any alterations to the Premises without the written consent of COMMUNITY CENTER first obtained. Should COMMUNITY CENTER 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 COMMUNITY CENTER 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 COMMUNITY CENTER and remain on the Premises.

**9. 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:

**County of El Dorado  
General Services Department  
360 Fair Lane  
Placerville, CA 95667  
Attn: Director  
Phone: (530) 621-5847**

Notices to COMMUNITY CENTER shall be addressed as follows:

**Shingle Springs Community Center  
Post Office Box 11  
Shingle Springs, CA 95682  
Attn: Margaret Deeg, President  
Phone: (530) 622-3548 (home) 672-7442 (center)**

**10. WAIVER**

The waiver of any breach of any of the provisions of this Agreement by COMMUNITY CENTER 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.

**11. SOLE AND ONLY AGREEMENT**

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

**12. 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.

**13. 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.

**14. TIME OF ESSENCE**

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

**15. ATTORNEY'S FEES**

Should any litigation be commenced between COMMUNITY CENTER and COUNTY concerning the Premises, this Agreement, or the rights and duties of either COMMUNITY CENTER or COUNTY in relation thereto, the party, COMMUNITY CENTER 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.

**16. ADMINISTRATIVE RESPONSIBILITY**

The County Officer or employee with responsibility for administering this Agreement is the Director of General Services, 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: 5/22/06

Signed:   
**Doug Nowka, Assistant Director**  
**Community Services**

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

SHINGLE SPRINGS COMMUNITY CENTER

Dated: 5-1-06

Signed: Margaret L Deeg  
Margaret Deeg, President  
Shingle Springs Community

Center

COUNTY OF EL DORADO

Dated: 5/23/06

Signed: James R Sweeney  
JAMES R. SWEENEY, Chairman  
Board of Supervisors

ATTEST:  
Cindy Keck, Clerk of  
The Board of Supervisors

By: Aimee Lamoreaux  
Deputy Clerk

Dated: 5/23/06