

## **JOINT USE AGREEMENT**

**#303-O1511**

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**THIS JOINT USE AGREEMENT (JUA)**, entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as “County”) and the El Dorado Hills Community Services District, a special district of the State of California, whose principal place of business is 1021 Harvard Way, El Dorado Hills, California 95762 (hereinafter referred to as “CSD”) (collectively hereinafter referred to as the “Parties”).

### **RECITALS**

**WHEREAS**, the County owns that certain real property, commonly known as the El Dorado Hills Senior Center, located at 990 Lassen Way, El Dorado Hills, California 95762 (“Senior Center”); and

**WHEREAS**, CSD provides multiple services in the El Dorado Hills area for the benefit of its residents including, but not limited to, parks and recreation programs; and

**WHEREAS**, the El Dorado County Health and Human Services Agency (hereinafter referred to as “HHSA”) administers multiple programs for senior citizens residing in El Dorado County; and

**WHEREAS**, pursuant to Government Code Section 25526.6 the County may authorize use of County-owned property by the CSD; and

**WHEREAS**, it is in the public interest that cooperative joint use of the Senior Center by the County and CSD be maximized for the benefit of seniors (age 55 and older) residing in El Dorado County;

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

### **ARTICLE I**

**Property Use:** County and CSD agree to the occupancy and use of the Senior Center as depicted in Exhibit A for purposes related to providing senior recreational activities and senior nutrition services. Exhibit B depicts the space allocation between CSD and the County, with 52.13% of the building allocated to CSD (“CSD Portion”) and 47.87% allocated to the County (“County Portion”).

If the space allocation changes during the Term of this Agreement, the CSD Portion and the County Portion of costs and other responsibilities described herein shall change accordingly.

1. County Responsibilities. County shall:

- A. Maintain the Senior Center's building and grounds which shall include daily janitorial services and repairs as needed. Maintenance will be scheduled in a manner that will not unduly interfere with CSD senior activities.

County shall attempt to provide CSD with thirty (30) day notice of any major repairs that may disrupt recreation activities.

- B. Provide CSD with all necessary keys and alarm training to enable CSD access to the Senior Center for opening and closing as needed. Other than designated County employees, no other party shall have key/alarm access without the knowledge of CSD.
- C. Pay the cost of all repairs, maintenance, replacements, renovations, capital improvements, other building costs and landscaping.
- D. Pay the costs for security alarm and fire alarm and suppression systems, utilities, and janitorial services for the Senior Center, and provide adequate waste and recycling dumpsters.
- E. Provide parking spaces for the County staff, CSD staff and participant use in the Cornerstone Church parking lot or other alternative location.
- F. Provide CSD access to basic cleaning supplies for occasional use only.
- G. Provide a storage area for CSD recreation and office supplies.
- H. Maintain an accurate and current inventory record of all equipment and furnishings belonging to the County at the Senior Center. All equipment and furnishings belonging to the County shall be tagged and may be removed from the Senior Center at the County's discretion. All items purchased or provided by the County shall remain the property of the County.
- I. All property provided by the El Dorado Hills Fire Department at the time the building opened as a Senior Center shall remain the property of the County and may be removed from the Senior Center premises at the discretion of the County.

2. CSD Responsibilities. CSD shall:

- A. Pay to County CSD's portion, currently set at 52.13% of the fixed monthly cost of \$800 to cover the costs of all repairs, maintenance, replacements, renovations, capital improvements, other building costs and landscaping. Payment shall be made quarterly, within forty-five (45) days of receipt of invoice. CSD may request special projects through the County's Facility Division (i.e., installation of

a flat screen television). CSD will be invoiced at 100% for the cost of these special projects.

- B. Reimburse County for CSD's portion, currently set at 52.13%, of the actual costs of additional rented parking stalls at Cornerstone Church parking lot or other alternative locations, third-party costs incurred by County for security alarm and fire alarm and suppression systems, utilities, refuse disposal, and janitorial services. Payment shall be made quarterly, within forty-five (45) days of receipt of invoice.
- C. Use the facility for the provision of senior programs and services.
- D. Be responsible for all maintenance for the Automated External Defibrillator (AED).
- E. Not permit the use of the facility in a manner resulting in a nuisance of any kind.
- F. Issue keys or key cards on a temporary basis to part-time personnel who assist with managing the facility and volunteers and/or instructors responsible for senior activities and maintain a log indicating the date, time and person the keys were issued to and when they were or are to be returned.
- G. Not alter the Center in any way without prior written approval by County. No repairs, maintenance and construction shall be performed by the CSD or any staff, volunteers and or contractors directed by the CSD. Any damage to the facility by CSD use shall be repaired to County's standards at CSD cost.
- H. Maintain an accurate and current inventory record of all equipment and furnishings belonging to the CSD at the Senior Center. All equipment and furnishings belonging to the CSD shall be tagged and may be removed at the CSD's discretion. All items purchased or provided by the CSD shall remain the property of the CSD, except where the items, equipment or furnishings are attached to the building and become a part of the structure, in which case they remain and become the property of the County upon CSD vacating the facility.
- I. Upon termination of this Agreement, leave the Senior Center in its original condition, except for any ordinary wear and tear that may have occurred.
- J. Not store hazardous materials at the Senior Center.
- K. Be responsible for any sales taxes, use taxes, assessments or possessory interest taxes to the extent CSD is liable for use of the Senior Center.

3. General Provisions:

- A. Parking. County will have five (5) reserved parking stalls for Senior Day Care staff and will park the Senior Nutrition food delivery truck next to the hallway exit door leading to the kitchen area. Parking by CSD employees, volunteers, and

contractors on-site shall be limited by availability, with participants in the senior activities, services and programs having priority parking. The County will work directly with Cornerstone Church or other alternative locations, to provide for additional parking needs for Senior Center staff, patrons and volunteers.

- B. Each party shall ensure or provide on-site supervision during their senior activities, events, services and programs.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties and shall cover the period of July 1, 2015 through June 30, 2018. The parties shall have the option to extend the term for two (2) additional three (3) year terms after the initial expiration date of June 30, 2018. Each option shall be on the same terms and conditions as provided for herein for the initial term.

## **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**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County shall adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for operations under this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **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 thirty (30) days of the date of notice (time to cure), then such party shall be in default. If, however, by its nature, the default cannot be cured within thirty (30) days, the party in default may have a longer period as is necessary to cure the default, but this is conditioned upon the defaulting party promptly commencing to cure the default within the thirty (30) day period, and thereafter, diligently completing the cure. 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. In the event of termination for default, the County reserves the right to take over and provide the services by contract or by any other means.

- B. Bankruptcy: This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of CSD.
- C. Ceasing Performance: County may terminate this Agreement in the event CSD ceases to operate as a special district, 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 ninety (90) calendar days written notice for any reason.

## **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 1  
Placerville, CA 95667  
ATTN: Russell Fackrell, Facilities Manager

or to such other location as the County directs with a copy to:

COUNTY OF EL DORADO  
Health and Human Services Agency  
935 Spring Street  
Placerville, CA 95667  
ATTN: Michelle Hunter, Program Manager I

Notices to CSD shall be addressed as follows:

EL DORADO HILLS COMMUNITY SERVICES DISTRICT  
1021 Harvard Way  
El Dorado Hills, CA 95762  
ATTN: Brent Dennis

or to such other location as CSD directs.

#### **ARTICLE VII**

**Indemnity:** CSD shall defend, indemnify and hold County, its officers, employees and agents, harmless from and against any and all liability, loss, expense or claims arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CSD, its officers, agents or employees; provided that a party's duty to indemnify the other party shall not exceed the amount paid by the indemnifying party's insurer.

County shall defend, indemnify and hold CSD, its officers, employees and agents, harmless from and against any and all liability, loss, expense or claims arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the County, its officers, agents or employees; provided that a party's duty to indemnify the other party shall not exceed the amount paid by the indemnifying party's insurer.

#### **ARTICLE VIII**

**Insurance:** Both parties are self-insured and shall provide a letter of self-insurance if requested to do so by either party during the term of this Agreement.

#### **ARTICLE IX**

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

## ARTICLE X

**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 XI

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

## ARTICLE XII

**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 Agreement s or understandings.


## ARTICLE XIII

**Venue:** 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.

### Requesting Contract Administrator Concurrence:

By:  Dated: 7/22/15  
Russell Fackrell, Facilities Manager  
Chief Administrative Office

### Requesting Department Head Concurrence:

By:  Dated: 7/22/2015  
Donald Ashton, MPA, Director  
Health & Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding #303-O1510 on the dates indicated below.

-- COUNTY OF EL DORADO --

Dated: 9/15/15

By: B.K. Veenkamp

Brian K. Veenkamp, Chair  
Board of Supervisors  
"County"

ATTEST:

James S. Mitrison  
Clerk of the Board of Supervisors

By: Marie MacLeland

Deputy Clerk

Dated: 9/15/15

-- EL DORADO HILLS COMMUNITY SERVICES DISTRICT --

By: Brent Dennis

Brent Dennis, General Manager  
El Dorado Hills Community Services District

Dated: 8/27/2015





## Exhibit "B"

El Dorado Hills Senior Center  
990 Lassen Way  
El Dorado Hills, CA 95762

Two story building  
Second floor storage  
7,534 sq. feet per info provided

**Spaced occupied calculation:**

Sr Nutrition = 3hrs per day x 5 days per wk. = 15hrs per week  
Total hrs. bldg. used per wk.: = 8 hrs. per day x 7 days = 56 hr. per wk.  
County use %: 15hr/56hr = 26% round down to 25%

Test scale	CM	FT	CM per FT
Conversion	22	16	1.375

	Office #		SQ. ft.	County Occupies	CSD Occupies	Notes	Hrs. occupied by CSD
<b>Information provided by Murray &amp; Downs building plans</b>							M-F 8:00 - 4:00 pm 40hr
	100	Dining Hall	1636	409	1227	County-25%, CSD-75%	
	101	Conference room	742		742		Saturdays 1-day per month (3hrs) Rec classes 3 hrs. average
	105	Office	231	231			Wednesday Evenings Wkly (3hrs) Cribbage 6:30- 9:30 pm
	106	Office	60	60			
	108	Kitchen	288	288			
	109	Daycare	557	557			
	110	Day care	262	262			
	111	Day care	320	320			Thursday Evenings Wkly (2hrs) Canasta 5:00-7:00pm
	120	Office	183		183		
	121	Conference room	186		186		
	122	Conference room	340		340		Monthly meetings (2hrs) 3-groups - 2 hrs. each
	123	Office	130		130		

Marked on  
Floor Plan

Area measured using the scale within  
the floor plans provided by Murray &  
Downs

Area		Area Length	Width	Sq. Footage	County Occupies	CSD Occupies	Notes
<b>1</b>	<b>Area</b>	<b>112-116</b>					
	Conversion to FT	17.45	33.82	590.28	590.28		
<b>2</b>	<b>Areas</b>	<b>117-118</b>					
	Conversion to FT	12.36	33.82	418.12	104.53	313.59	County-25%, CSD-75%
<b>3</b>	<b>Areas</b>	<b>102-104</b>					
	Conversion to FT	21.45	13.82	296.46	74.12	222.35	County-25%, CSD-75%
<b>4</b>	<b>Areas</b>	<b>Hallway Main</b>					
	Conversion to FT	6.55	20.73	135.67	33.92	101.75	County-25%, CSD-75%
<b>5</b>	<b>Area</b>	<b>Hall 107</b>					
	Conversion to FT	18.91	8.73	165.02	165.02		
<b>6</b>	<b>Area</b>	<b>Hallway Exit rear</b>					
	Conversion to FT	9.82	16.36	160.66	40.17	120.50	County-25%, CSD-75%
<b>7</b>	<b>Area</b>	<b>Hallway Rm 121</b>					
	Conversion to FT	17.82	4.00	71.27	17.82	53.45	County-25%, CSD-75%
<b>8</b>	<b>Area</b>	<b>Hallway 113</b>					
	Conversion to FT	35.64	5.09	181.42	45.36	136.07	County-25%, CSD-75%
<b>9</b>	<b>Area</b>	<b>Closet 101</b>					
	Conversion to FT	3.64	7.27	26.45		26.45	
<b>10</b>	<b>Area</b>	<b>Storage 101</b>					
	Conversion to FT	3.64	10.18	37.02		37.02	
	<b>Area</b>	<b>Upstairs- Storage</b>					
	Conversion to FT	20	25	500	400	100	County-50%, CSD-50%

Total sq. ft. 7517.38 3,598.21 3,919.17  
**Check 7,517.38 47.87% 52.13%**  
 Building space Occupied County CSD  
 Sq. footage per documentation 7,534