

FACILITY USE AGREEMENT # 018-01611

SENIOR NUTRITION PROGRAM AT  
POLLOCK PINES/CAMINO COMMUNITY CENTER ASSOCIATION

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Pollock Pines/Camino Community Center Association, a non-profit organization, whose principal place of business is 2675 Sanders Drive, Pollock Pines, California 95726 (Mailing: P.O. Box 1195, Pollock Pines, CA 95726) (hereinafter referred to as "PPCCCA");

**RECITALS**

**WHEREAS**, the PPCCCA is the owner of that certain real property located in El Dorado County, California, commonly known as Pollock Pines/Camino Community Center Association, located at 2675 Sanders Drive, Pollock Pines, California 95726; and

**WHEREAS**, the PPCCCA desires to grant to the COUNTY and the COUNTY desires to receive authorization from the PPCCCA to use portions of said property for the purpose of operating a Senior Nutrition Program; and

**WHEREAS**, it is the intent of the parties hereto that such use shall be in conformity with all applicable federal, state and local taxes.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, COUNTY and the PPCCCA mutually agree as follows:

1. The PPCCCA hereby grants to the COUNTY and the COUNTY hereby agrees to accept from the PPCCCA authorization for the use of those portions of the PPCCCA'S property described below (hereinafter referred to as "PREMISES") for the purposes of operating the COUNTY Health & Human Services Agency Senior Nutrition Program (hereinafter referred to as "PROGRAM"). Said use of PREMISES shall be limited to the following:
  - Main entrance lobby
  - Restrooms
  - Meeting Room and related kitchen
  - Adjacent parking facilities

2. PREMISES shall be utilized by COUNTY for the serving of meals to the elderly and provision of other activities incidental thereto Monday through Friday each week, from 10:30 a.m. to 2:00 p.m.
3. In consideration hereof, COUNTY agrees to compensate PPCCCA in the amount of \$400.00 per month. In addition, the purchase of one (1) set of commercial dish washing soap per year, at a cost of not to exceed \$100.00. Payment shall be payable to the PPCCCA and sent to: Pollock Pines/Camino Community Center Association, P.O. Box 1195, Pollock Pines, California 95726 or to such other persons or place PPCCCA may from time to time designate in writing. PPCCCA shall notify COUNTY in writing of such designation and the notice shall become part of this Agreement upon acknowledgement in writing by the COUNTY Contract Administrator, and no further amendment of this Agreement shall be necessary. Said payments are in consideration of the costs incurred for the items listed as follows:
  - Electricity
  - Propane Gas for Heating
  - Telephone
  - Water
  - Cleaning Supplies
  - Maintenance Cost, including Floors
  - Refuse Disposal
  - Pest Control
  - Fire Extinguishers and Services
  - Snow Removal
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 or no reason by serving a thirty (30) day written notice to the other party.
6. COUNTY shall be authorized to proceed with use of the PREMISES provided that this Agreement has been fully executed by the parties hereto.
7. The term of this Agreement shall cover the period of August 1, 2015 through July 31, 2018. COUNTY shall have the option to extend the term for two (2) additional three (3) year terms after the initial expiration date of July 31, 2018. Each option shall be on the same terms and conditions as provided for herein for the initial term. COUNTY shall notify PPCCCA in writing at least sixty (60) calendar days prior to the expiration of the initial three (3) year term, should COUNTY elect to exercise said first option. If the first option is exercised, COUNTY shall notify PPCCCA in writing at least sixty (60) calendar days prior to the expiration of the first three (3) year option, should COUNTY elect to exercise second and final said option.

8. The COUNTY is self-insured and shall provide the PPCCCA with evidence of said self-insurance by way of a letter signed by the County Risk Manager.
9. The PPCCCA shall defend, indemnify, and hold the COUNTY and its officers, agents, employees and representatives harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's 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 PREMISES, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the PPCCCA'S activities, use of the PREMISES, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the COUNTY, the PPCCCA, sub-contractor(s) and employee(s) of any of these, except for the sole, or active negligence of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of PPCCCA to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.
10. Prior to Commencement Date, PPCCCA shall furnish to COUNTY proof of a policy of insurance issued by an insurance company that is acceptable and satisfactory to COUNTY'S Risk Manager and documentation evidencing that PPCCCA maintains insurance that meets the following requirements:
  - A. Commercial General Liability insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
  - B. Workers' Compensation and Employers' Liability Insurance covering all employees of PPCCCA as required by law in the State of California.
  - C. Property insurance on real property covered by this Agreement under a standard "all Risk" policy." The policy shall insure for not less than ninety percent (90%) of the replacement value of the property.
  - D. The certificate of insurance must include a provision stating that insurer will not cancel insured's coverage without thirty (30) days written notice to COUNTY.

PPCCCA shall maintain the required insurance in effect at all times during the Term of this Agreement. In the event said insurance expires at any time during the Term, PPCCCA agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the Term of the Agreement, or for a period not less than one (1) year. New certificates of insurance are subject to the approval of the COUNTY. If PPCCCA fails to maintain in effect at all times the insurance coverage specified herein, COUNTY may, in addition to any other remedies it may have, terminate this Agreement.

11. 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 whom it is directed

or, in lieu of such personal service, when deposited in the United States mail, first-class, postage prepaid, addressed to:

**COUNTY:** County of El Dorado  
Chief Administrative Office  
Facilities Management Division  
3000 Fairlane Court, Suite One  
Placerville, CA 95667  
**Attention:** Russell Fackrell, Facilities Manager  
**Telephone:** (530) 621-7596

**PPCCCA:** Pollock Pines/Camino Community Center Association  
P.O. Box 1195  
Pollock Pines, CA 95726  
**Attention:** Rich Coffin, President and Joyce Harris, Facility Coordinator  
**Telephone:** (530) 647-8805

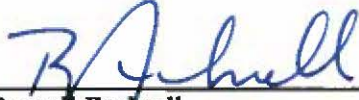
12. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on either of the parties hereto.
13. This instrument constitutes the sole and only Agreement between the COUNTY and the PPCCCA respecting the PREMISES or the granting of this Facility Use Agreement to the COUNTY by the PPCCCA to each other as of its effective date. Any Agreements or representations respecting the PREMISES or the Agreement not expressly set forth in this instrument are null and void.
14. The PPCCCA is designated as a Red Cross Disaster Emergency Shelter and Command Post. In case of an emergency or disaster, PPCCCA reserves the right to cancel any and all events. Any days that PPCCCA is not available due to a closure, COUNTY would not be responsible for payment of rent. The daily rental rate would be calculated by dividing the monthly rate by the total number of week days for the month the closure occurred.
15. This Agreement is to be governed by and construed in accordance with the laws of the State of California.
16. The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

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**CONTRACT ADMINISTRATOR:**

Dated: 5/15/15 Signed:   
Russell Fackrell  
Facilities Manager, Chief Administrative Office

**DEPARTMENT CONCURRENCE:**

Dated: May 20, 2015 Signed:   
Don Ashton  
Director, Health & Human Services Agency

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

-- COUNTY OF EL DORADO --

Dated: 7-21-15  
By: Brian K. Veerkamp Chair  
Board of Supervisors  
"County"

ATTEST:  
James S. Mitrison  
Clerk of the Board of Supervisors

By: James S. Mitrison Deputy Clerk Dated: 7-21-15

-- POLLOCK PINES/CAMINO COMMUNITY CENTER  
ASSOCIATION --

By: Rich Coffin Rich Coffin President Dated: 5/13/15

By: Joann Ricks Joann Ricks Treasurer Dated: 5/13/15

# CONTRACT ROUTING SHEET

Date Prepared: April 30, 2015

Need Date: May 14, 2015

**PROCESSING DEPARTMENT:**

Department: Procurement & Contracts  
Dept. Contact: Linda Silacci-Smith  
Phone #: x5417  
Department  
Head Signature: [Signature]

**CONTRACTOR:**

Pollock Pines/Camino Community  
Name: Center Association  
Address: 2675 Sanders Drive  
Pollock Pines, CA 95726  
Phone: (530) 647-8005

**CONTRACTING DEPARTMENT:** CAO - Facilities

Service Requested: Senior Nutrition Program  
Contract Term: 3 Years Contract Value: \$14,700.00  
Compliance with Human Resources requirements? Yes:            No:             
Compliance verified by: N/A - Facility Use Agreement

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

Approved: ✓ Disapproved:            Date: 5/4/2015 By: J. Surpet  
Approved:            Disapproved:            Date:            By:           

Note: no adjustment of rent if County exercises option to renew.

EL DORADO COUNTY COUNSEL  
2015 APR 30 PM 3:13

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

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

Approved: ✓ Disapproved:            Date: 5/6/15 By: [Signature]  
Approved:            Disapproved:            Date:            By:           

EL DORADO COUNTY COUNSEL  
2015 APR 30 AM 9:52

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

Departments:             
Approved:            Disapproved:            Date:            By:             
Approved:            Disapproved:            Date:            By:



# County of El Dorado

330 Fair Lane, Building A  
Placerville, California  
530 621-5390  
FAX 622-3645  
www.edcgov.us/bos/

## Master Report

**File Number: 11-0671**

**\*File ID #:** 11-0671

**Agenda Item Type:**

**Status:** Approved

**Version:** 5

**Reference:**

**Gov Body:** Board of Supervisors

**Created:** 06/07/2011

**Agenda Title:** 07/21/15 HHS PPCCA FUA 018-O1611, Sr. Nutrition Program

**Final Action:** 07/21/2015

**Title:** Chief Administrative Office, Facilities Management Division, and Health and Human Services Agency, Community Services Division, recommending the Board consider the following:

- 1) Approve and authorize the Chair to sign Facility Use Agreement (FUA) 018-O1611 with Pollock Pines/Camino Community Center Association to use space located at 2675 Sanders Drive, Pollock Pines, for the Senior Nutrition Program, for a term commencing August 1, 2015 through July 31, 2018 with an initial amount of \$400 per month;
- 2) Authorize the County Contract Administrator to exercise the option(s) for additional terms, if determined to be in the best interest of the County; and
- 3) Authorize the Purchasing Agent, or designee, to execute further documents relating FUA 018-O1611, including amendments that do not increase the maximum dollar amount or term of FUA 018-O1611, and contingent upon approval by County Counsel and Risk Management.

**FUNDING:** Federal and State grant funds, participant donations and General Fund.

**Notes:**

**Agenda Date:** 07/21/2015

**Agenda Number:** 6.

**Sponsors:**

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**Attachments:** 5A - 018-O1611, approved Contract Routing Sheet, 07-21-2015, 5B - 018-O1611, 07-21-2015, 4A - CRS FUA 096-O1210, A1 7-30-13, 4B - PPCCCA FUA 096-O1210, A1 7-30-13, 3A - 096-O1210 2012 Letter of Renewal (2).pdf, 2A - 096-O1210 Letter of Renewal, 2B - 740-O0610 Notice to Terminate, 2C - 11- 0671 - Approved Blue.PDF, 2D - FUA 096-O1210, 2E - FUA 740-O0610, 2F - FUA 740-O0610 Am I, 2G - CAO Approved Request for Lease

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Contact: Don Ashton, MPA, Director

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**Approval History**

Version	Date	Approver	Action
2	06/13/2011	Laura Friestad	Approved
2	06/13/2011	Bob Slater	Approved
2	06/13/2011	Agenda Coordinator	Delegate
2	06/20/2011	Laura Schwartz	Approved
<b>Notes</b>	Consent		
2	06/20/2011	Theresa R Daly	Approved
3	06/07/2012	Daniel Nielson	Approved
3	06/11/2012	Agenda Coordinator	Delegate
3	06/11/2012	Don Ashton	Approved
<b>Notes</b>	Consent.		
3	06/18/2012	Theresa R Daly	Approved
4	07/15/2013	Don Ashton	Approved
4	07/16/2013	Jan Walker-Conroy	Approved
4	07/16/2013	Agenda Coordinator	Approved
<b>Notes</b>	Approved to route.		
4	07/16/2013	Theresa R Daly	Approved
5	05/20/2015	James Robbins	Approved
5	06/05/2015	Don Ashton	Approved
5	06/08/2015	Agenda Coordinator	Delegate
5	06/09/2015	Creighton Avila	Approved
<b>Notes</b>	Consent		
5	06/10/2015	Pamela Knorr	Approved

**History of Legislative File**

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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**Master Report Continued (11-0671)**

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2	Board of Supervisors	06/28/2011	Approved	Pass	
	<b>Action Text:</b>	This matter was Approved on the consent calendar.			
			Yes: 5 - Supervisor Knight, Supervisor Nutting, Supervisor Sweeney, Briggs and Santiago	5	
3	Board of Supervisors	06/26/2012	Approved	Pass	
	<b>Action Text:</b>	This matter was Approved on the consent calendar.			
			Yes: 5 - Supervisor Knight, Supervisor Nutting, Supervisor Sweeney, Briggs and Santiago	5	
4	Board of Supervisors	07/30/2013	Approved	Pass	
	<b>Action Text:</b>	This matter was Approved on Consent Calendar 2.			
Mover:	Brian K. Veerkamp		Yes: 4 - Briggs, Santiago, Supervisor Mikulaco and Supervisor Veerkamp	4	
5	Board of Supervisors	07/21/2015	Approved	Pass	
	<b>Action Text:</b>	This matter was Approved on the Consent Calendar.			
			Yes: 5 - Supervisor Mikulaco, Supervisor Veerkamp , Supervisor Frentzen, Supervisor Ranalli and Supervisor Novasel	5	

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**Text of Legislative File 11-0671**

Chief Administrative Office, Facilities Management Division, and Health and Human Services Agency, Community Services Division, recommending the Board consider the following:

- 1) Approve and authorize the Chair to sign Facility Use Agreement (FUA) 018-O1611 with Pollock Pines/Camino Community Center Association to use space located at 2675 Sanders Drive, Pollock Pines, for the Senior Nutrition Program, for a term commencing August 1, 2015 through July 31, 2018 with an initial amount of \$400 per month;
- 2) Authorize the County Contract Administrator to exercise the option(s) for additional terms, if determined to be in the best interest of the County; and
- 3) Authorize the Purchasing Agent, or designee, to execute further documents relating FUA 018-O1611, including amendments that do not increase the maximum dollar amount or term of FUA 018-O1611, and contingent upon approval by County Counsel and Risk Management.

**FUNDING:** Federal and State grant funds, participant donations and General Fund.

**DEPARTMENT RECOMMENDATION:**

Health and Human Services Agency (HHSA) recommends approval of Facility Use Agreement (FUA) 018-O1611 with the Pollock Pines/Camino Community Center Association (PPCCCA) as it has been identified as the optimal site for the Senior Nutrition Program to continue to provide meals, five days a week, to those eligible seniors in a group setting. This congregate meal program not only provides meals, but also encourages socialization, recreation, and activities to eligible senior citizens in the Pollock Pines/Camino location.

Existing FUA 096-O1210 with PPCCCA expires July 31, 2015. The Sanders Drive facility in Pollock Pines is one of six locations on the West Slope that is equipped to meet the needs of the eligible senior residents in the area and has been identified as the most suitable location in the Pollock Pines/Camino area.

**DISCUSSION / BACKGROUND:**

Established under the Older Americans Act, the Federally-funded Nutrition Program provides a vital link in maintaining the health of older persons by preventing premature institutionalization and improving overall quality of life.

HHSA has used the PPCCCA location for the Senior Nutrition Program since the 1980s. During Fiscal Year 2013 - 2014, 198 eligible seniors were served at this location.

Senior Nutrition provides the daily contact and safety-net that older adults need when faced with declining mental and physical health, ensuring a social connection to ward off loneliness and depression that can follow the loss of independence through a decline in physical health or the loss of a spouse.

The monthly compensation amount is \$400 for the period of August 1, 2015 through July 31, 2018. In addition, the FUA provides annual compensation of commercial dish washing soap, not to exceed \$100 per year. FUA 018-O1611 includes two additional three-year

options to extend. Each option has the same terms and conditions as the initial term.

**ALTERNATIVES:**

There are very few suitable sites in the County and even fewer that are available on a year-round basis to be an adequate alternative to the Pollock Pines/Camino Community Center location.

**OTHER DEPARTMENT / AGENCY INVOLVEMENT:**

Concurrence by County Counsel and Risk Management. Facilities Management negotiated the terms. Procurement and Contracts developed the FUA.

**CAO RECOMMENDATION:**

It is recommended that the Board approve this item if it would like to provide the Senior Nutrition Program in the Pollock Pines/Camino area.

**FINANCIAL IMPACT:**

The cost to the County is included in HHSA's Fiscal Year (FY) 2015-2016 Recommended Budget. The County's General Fund contribution to Aging and Adult Services Programs is determined during the budget process.

**CLERK OF THE BOARD FOLLOW UP ACTIONS**

1. Clerk of the Board to obtain the signature of Chair on two (2) originals of Facility Use Agreement 018-O1611.
2. Clerk of the Board to return one (1) fully executed Facility Use Agreement to HHSA at 3057 Briw Road.

**STRATEGIC PLAN COMPONENT:**

N/A

**CONTACT**

Don Ashton, M.P.A., Director