

ORIGINAL

FACILITY USE AGREEMENT #4481

California State Assembly District Office

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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 the Assembly Committee on Rules, California State Assembly, whose principal place of business is 1020 N Street, Room 300, Sacramento, California 95814 (hereinafter referred to as "USER").

**RECITALS**

**WHEREAS**, COUNTY is the owner of that certain real property located at 2441 Headington Road, Placerville, California 95667, as shown on Exhibit A, attached hereto and incorporated herein by reference ("BUILDING");

**WHEREAS**, COUNTY desires to grant to the USER and the USER desires to receive authorization from COUNTY to use a portion of the second floor in the BUILDING as more particularly described below ("PREMISES");

**WHEREAS**, use of the PREMISES shall be in conformity with all applicable Federal, State, and Local laws, is in the public's interest by facilitating interaction with the constituents in El Dorado County, and does not interfere with the use of the BUILDING by COUNTY;

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

1. COUNTY hereby grants to the USER and the USER hereby agrees to accept from COUNTY nonexclusive use of the PREMISES, consisting of the office space located at the northwest corner next to the double doors and is the first office on the right hand side when entering through the double doors of the BUILDING. The office space is approximately ninety-six (96) square feet with dimensions of twelve (12) feet long by eight (8) feet wide as shown and marked on Exhibit B.
2. The PREMISES shall be utilized solely as general office space for the administrative support staff of the 5<sup>th</sup> District Assembly member Frank Bigelow for the purpose of facilitating interaction with the community to address the needs and concerns from the constituents of the 5<sup>th</sup> District within El Dorado County. The PREMISES is available for use Monday through Friday 8:00 am to 5:00 pm, holidays excluded. USER shall also have nonexclusive use of the restrooms located on the second floor of the BUILDING.
3. The term of this Facility Use Agreement shall commence on February 29, 2020 and end December 31, 2021.
4. Use shall be confined solely to the PREMISES. At no time shall the USER conduct any activities whatsoever in any other areas of the BUILDING.

5. 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  
Telephone: (530) 621-7596  
Facsimile: (530) 295-2506

or to such other location as County directs.

Notices to USER shall be addressed as follows:

Assembly Committee On Rules  
1020 N Street, Room 300  
Sacramento, CA 95814  
Attn: Facilities Manager  
Telephone: (916) 319-3700  
Facsimile: (916) 319-3720

or to such other location as USER directs.

6. The use granted herein is personal to the USER. It is non-assignable and any attempt to assign this Agreement shall immediately terminate it.
7. Services, Utilities and Supplies. COUNTY, at its sole cost and expense, shall furnish the following services and utilities to the PREMISES:
  - a. Janitorial services, including, but not limited to, regular cleaning of office area and restrooms, toilet supplies, and waste disposal
  - b. All utilities except telephone
  - c. Basic Office furniture consisting of "L" shaped work station and chair
  - d. Telephone and computer connection points in the office with access to the internet and telephone communication
  - e. Internal directory and room signs consistent with building standard
  - f. Convenience copier centrally located and shared by all building personnel

8. Either party reserves the right to terminate this Agreement at any time for any reason upon thirty (30) days written notice. Upon termination, USER shall immediately cease use of the PREMISES.
9. USER shall be authorized to proceed with use of the PREMISES on the date and time noted hereinabove provided that this Agreement has been fully executed as evidenced by USER's receipt of a copy of said executed Agreement.
10. INSURANCE REQUIREMENTS. The USER represents that, as an entity of the State of California, it is self-insured against damages, injury and other forms of liability. COUNTY shall not be named as additional insured therein.
11. Indemnity:

USER agrees to defend, indemnify, and hold harmless COUNTY, its officers, employees, and agents harmless from any and all claims, demands, losses, damages, and liabilities of any kind or nature, which arise out of or are connected with USER's use of the PREMISES, except for sole or active negligence of COUNTY, its officers, employees, and agents, or as expressly prescribed by statute. This duty to indemnify and hold harmless includes the duties to defend set forth in California Civil Code section 2778.
12. Independent Contractor: USER agrees that USER, and any agents and employees of USER, in the performance of this Agreement shall act in an independent capacity and not as officers, employees, or agents of COUNTY.
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 COUNTY and the USER respecting the PREMISES or the granting of this Facility Use Agreement to the USER by COUNTY, and correctly sets forth the obligations of COUNTY and USER 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.
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. COUNTY Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Division Manager, Chief Administrative Office, or successor.

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

**Contract Administrator Concurrence:**

By: BAF hull  
Russell Fackrell  
Facilities Division Manager  
Chief Administrative Office

Dated: 1/29/20

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

-- COUNTY OF EL DORADO --

By: 

Dated: 2-25-20

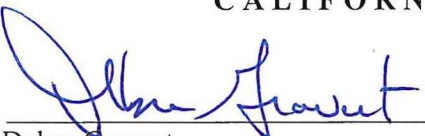
Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 2-25-20

-- ASSEMBLY COMMITTEE ON RULES  
CALIFORNIA STATE ASSEMBLY --

By:   
Debra Gravert,  
Chief Administrative Officer  
"USER"

Dated: 1/23/2020

Assembly Committee on Rules, California State Assembly  
Exhibit A  
Building Property



Assembly Committee on Rules, California State Assembly  
 Exhibit B  
 Office Property

