

USE AGREEMENT FOR MULTI-GENERATIONAL RECREATION AND AQUATICS CENTER

THIS USE AGREEMENT FOR THE MULTI-GENERATIONAL RECREATION AND AQUATICS CENTER (“**Agreement**”) dated as of this 20th day of May, 2025, the last day of execution (the “**Effective Date**”), is entered into by and between the CITY OF SOUTH LAKE TAHOE, a municipal corporation (“**City**”), and EL DORADO COUNTY, a political subdivision of the State of California (“**County**”). The City and County may each be referred to as a “**Party**” or collectively as the “**Parties**.”

RECITALS

The following Recitals are a substantive part of this Agreement:

A. The City owns approximately 10.2 acres of property in the City of South Lake Tahoe, also known as Assessor’s Parcel Number 026-050-015 (the “**City Property**”), on which the City is constructing a new Multi-Generational Recreation and Aquatics Center (the “**Multi-Generational Center**”). The City Property consists of approximately 1.1 acres of property previously held in City ownership and approximately 9.1 acres conveyed to the City by County by Grant Deed dated June 20, 2022, and recorded in the Official Records of El Dorado County on August 24, 2022 as Document No. 2022-0034737.

B. The County owns approximately 4.3 acres of property in the City of South Lake Tahoe containing the County Library, also known as Assessor’s Parcel Number 026-050-020 (the “**County Library Property**”). The County also owns approximately 25.1 acres of property, also known as Assessor’s Parcel Number 026-050-018, on which the existing Senior Center building and other facilities are located (the “**County Senior Center Property**”), and which is leased to the City under a ground lease dated June 13, 2022 and recorded with the County Recorder-Clerk on August 24, 2022 as Document No. 2022-0034736 (“**Ground Lease**”), with the exception of a carve-out for the County’s ambulance services building and grounds that is not subject to the Ground Lease (“**County EMS Property**”).

C. Upon completion of construction, the Multi-Generational Center and County Library will share a parking lot, which is partially on the City Property and partially on the County Library Property (“**Shared Parking Lot**”).

D. On January 25, 2022, the County and City entered into an Agreement for Development, Operation and Maintenance of the 56-Acre Property (“**56-Acre Agreement**”), which anticipated that the Parties would subsequently enter into this Use Agreement to address: (1) a location within the Multi-Generational Center or existing facilities on the 56-Acre Property for the County’s senior nutrition programs; (2) the City’s obligation for snow removal on the County EMS Property, and on the County Library Property upon completion of the Multi-Generational Center; and (3) the cost allocations to the Parties for the replacement costs of equipment and appliances in the commercial kitchen and dining room of the Multi-Generational Center based on each Party’s proportionate use. In addition to these topics, the Parties desire to address the following additional issues in this Use Agreement: (4) County maintenance of the

(i) **Authority.** County is a political subdivision of the State of California. County has full right, power and lawful authority to undertake all of its obligations hereunder and the execution, performance and delivery of this Agreement by County has been fully authorized by all requisite actions on the part of County.

(ii) **No Conflict.** County's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which County is a party or by which it is bound.

(iii) **Ownership of Property.** County is the owner of the County Library Property and County Senior Center Property.

(iv) **No Litigation or Other Proceeding.** To County's current actual knowledge, no litigation or other proceeding (whether administrative or otherwise) is outstanding or has been threatened which would prevent, hinder or delay the ability of County to perform its obligations under this Agreement.

Until the expiration or earlier termination of this Agreement, County shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section (b) not to be true, immediately give written Notice of such fact or condition to City.

1.2 **Term.** The term of this Agreement shall be fifty (50) years from the effective date of the Ground Lease (through June 12, 2072), unless and until earlier terminated as provided herein ("**Initial Term**"). The Agreement shall be automatically extended on an annual basis up to a total of ninety-nine (99) years, unless either Party notifies the other Party no later than sixty days prior to the end of the Initial Term, or the then-current term, of a Default (as defined in Section 6.2 below) under this Agreement. If the defaulting Party does not cure the Default as provided herein, the other Party may terminate this Agreement. The Initial Term in addition to any automatic extensions pursuant to this Section 1.2 shall be referred to as the "**Term.**"

2. **COUNTY SENIOR PROGRAMS.**

2.1 **Multi-Generational Center.** In accordance with Section 5.3(b) of the 56-Acre Agreement, the City shall allocate approximately 3,235 square feet of space in the Multi-Generational Center, consisting of a commercial kitchen and dining room to accommodate the County senior nutrition program, which space shall allow for shared use with City programs and activities ("**Shared Senior Nutrition Space**"), as shown in Exhibit "A." Upon completion of the Multi-Generational Center, the County shall transition the senior nutrition program from the Senior Center to the Shared Senior Nutrition Space in the Multi-Generational Center. The City, County, and/or senior organizations may schedule other older adult services and programs in any other space in the Multi-Generational Center through the City's normal scheduling process. The Parties, during their annual meeting, will review and discuss the programs and priorities in the Multi-Generational Center, including the County's and City's commitment to serving seniors and allocation of staff or resources dedicated to such services and programs coordination.

2.2 **Cost Sharing.** The City shall track the number of hours the Shared Senior Nutrition Space is used by the County and the number of hours it is used for all other programs, including City programs and activities and private rentals. The City shall provide the County

Access Requirements							
Priority	Address	Facility Description	24 hour / 7day access required	Snow Removal by:	Weekdays	Weekends	Holidays
1	3066 Lake Tahoe Blvd	Cal Tahoe JPA Ambulance Services	Yes	Clear At All Times	Yes	Yes	Yes
2	1000 Rufus Allen Blvd	Library-Public Access	No	9:00am	Tuesday-Friday	Saturday	No
2	1000 Rufus Allen Blvd	Library-Employee Parking	No	8:00am	Monday-Friday	Saturday	No

4. MAINTENANCE OF COUNTY HVAC EQUIPMENT ON CITY PROPERTY.

4.1 The City hereby provides the County a non-exclusive license to use a portion of the City Property to install, maintain, repair, and replace the County's HVAC, generator, and electrical transformer equipment which serves the County Library, as shown on Exhibit "B." The City shall grant no rights inconsistent with the reasonable exercise by the County of its rights to maintain, repair, and replace its HVAC equipment under this license. The County shall, at its sole cost and expense, obtain any and all permits which may be required by any law, regulation, or ordinance with respect to its HVAC equipment. If the County removes or relocates its HVAC equipment, then the County shall restore the license area to the same condition it was prior to the County's use within thirty (30) business days after the relocation or removal of the HVAC equipment.

5. SHARED PARKING LOT.

5.1 **City Infrastructure.** As part of the construction of the Multi-Generational Center, the City intends to construct improvements in the Shared Parking Lot including asphalt paving modifications, electric vehicle charging stations, drainage infrastructure, and pedestrian lighting as shown on Exhibit "B" ("**Shared Parking Lot Improvements**"). The County hereby provides the City a non-exclusive license to use a portion of the County Library Property to construct, maintain, repair, and replace the Shared Parking Lot Improvements. Prior to commencing the Shared Parking Lot Improvements on County Library Property, City shall submit at least ten (10) days in advance its proposed schedule therefor, including the City's proposed hours of work, for review and approval by the County, which approval will not be unreasonably conditioned, delayed, or withheld, provided the City agrees to coordinate and cooperate with the County in the performance of the Shared Parking Lot Improvements so as not to unreasonably interfere with Library operations during operating hours. The County shall grant

Default, or to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. The Parties' remedies in the event of a Default shall be limited to obtaining specific performance or injunctive relief. Such legal actions must be instituted in the Superior Court of the County of El Dorado, State of California, or in the Federal District Court for the Eastern District of the State of California. Neither Party shall have the right to recover any consequential, punitive or special damages.

6.5 **Termination.** This Agreement may be terminated by mutual consent of the Parties.

6.6 **Rights and Remedies Are Cumulative.** The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party, except as otherwise expressly provided herein.

6.7 **Inaction Not a Waiver of Default.** Any failures or delays by either Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

7. **GENERAL PROVISIONS.**

7.1 **No Assignment.** The qualifications and identity of the Parties are of particular concern and material considerations for entering into this Agreement. Neither Party shall have the right during the Term to assign all or any portion of its rights, obligations or interests under this Agreement.

7.2 **Mutual Indemnity.**

(a) County shall indemnify, defend (with counsel reasonably acceptable to City), protect and hold City and its officers, employees, agents and representatives, harmless from any and all liabilities, obligations, orders, claims, damages, fines, penalties and expenses, including attorneys' fees and costs ("**Claims**") to the extent caused by any of County's activities under this Agreement or by anyone directly or indirectly employed or contracted with by County and whether such Claims shall accrue or be discovered before or after termination of this Agreement.

(b) City shall indemnify, defend (with counsel reasonably acceptable to County), protect and hold County and its officers, employees, agents and representatives, harmless from any and all Claims to the extent caused by any of City's activities under this Agreement or by anyone directly or indirectly employed or contracted with by City and whether such Claims shall accrue or be discovered before or after termination of this Agreement.

7.3 **Compliance with Laws; Indemnity and Waiver.** Both City and County shall carry out all work and development under this Agreement in conformity with all applicable laws, ordinances, statutes, codes, rules, regulations, orders and decrees, of the United States, the State

Party within 30 days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and County.

7.6 Relationship between City and County. It is hereby acknowledged that the relationship between City and County is not that of a joint venture and that City and County shall not be deemed or construed for any purpose to be the agent of the other.

7.7 Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by either Party, the City Manager of City or County Chief Administrative Officer of County, as applicable, or his or her designee is authorized to act on behalf of such Party, unless specifically provided otherwise or the context requires otherwise.

7.8 Counterparts. This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original.

7.9 Integration. This Agreement, including the exhibits hereto, contain the entire understanding between the Parties relating to the transactions contemplated by this Agreement. Each Party is entering this Agreement based solely upon the representations set forth herein and upon each Party's own independent investigation of any and all facts such Party deems material.

7.10 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise. References to specific section numbers shall include all subsections which follow the referenced section.

7.11 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The words "include" and "including" shall be construed as if followed by the words "without limitation." The Parties acknowledge that each Party and his, her or its counsel have reviewed and revised this Agreement and that the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any document executed and delivered by either Party in connection with this Agreement.

7.12 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party.

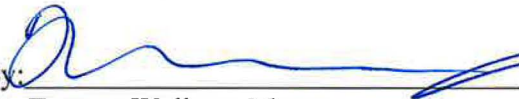
7.13 Severability. If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

7.14 Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day, and including the last day, unless the last day

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY:


CITY OF SOUTH LAKE TAHOE, a
municipal corporation

By: 

Tamara Wallace, Mayor

COUNTY:

EL DORADO COUNTY, a political
subdivision of the State of California

By: 

Chair, Board of Supervisors

APPROVED AS TO FORM:

By: 

Heather Stroud, City Attorney

ATTEST:

Kim Dawson
Clerk of the Board of Supervisors

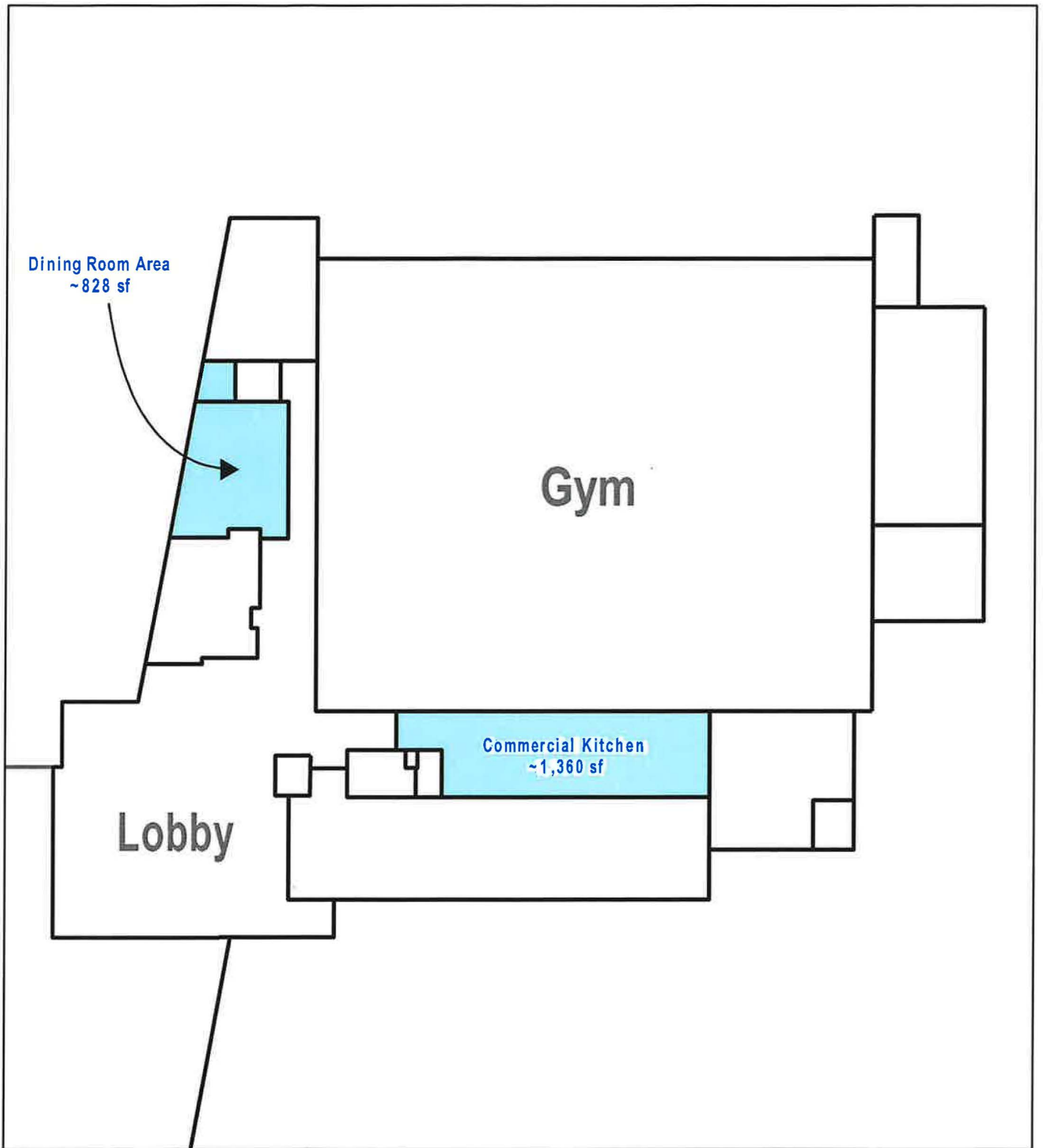
By: 

Deputy Clerk

ATTEST:

By: 

Susan Blankenship, City Clerk



CITY OF
SOUTH LAKE TAHOE

Allocated Space For Senior Nutrition

Exhibit A

