



COUNTY OF EL DORADO FACILITY USE AGREEMENT # 096-01210

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 POLLOCK PINES/CAMINO COMMUNITY CENTER ASSOCIATION., a non-profit organization, (hereinafter referred to as the "PPCCCA") whose principal place of business is 2675 Sanders Drive, Pollock Pines, CA 95726, (hereinafter referred to as "PPCCCA");

WITNESSETH

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 located at 2675 Sanders Drive, Pollock Pines, CA 95726, (hereinafter referred to as the "PROPERTY"), and

WHEREAS, the PPCCCA desires to grant to the COUNTY and the COUNTY desires to receive authorization from the PPCCCA 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 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 use of those portions of the PROPERTY described herein below for the purposes so stated hereinabove.
2. The PROPERTY shall be utilized by COUNTY for the sole purposes of serving meals to the elderly and provision of other activities incidental thereto, through its El Dorado County Programs. Such use is hereby authorized on Monday through Friday each week, from 10:30 a.m. to 2:00 p.m. Said use shall be limited to those portions of the PROPERTY described as follows:
The main entrance lobby, the restrooms, the meeting room and related kitchen and adjacent parking facilities.
3. The use granted herein is personal to the COUNTY. It is non-assignable and any attempt to assign this Agreement shall terminate it.
4. COUNTY shall pay PPCCCA the amount of **Three Hundred and Fifty (\$350.00)** dollars for use of the PROPERTY upon commencement date of this Agreement. Payments shall be sent to: PPCCCA, P.O. Box 1195, Pollock Pines, CA 95726. 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 Costs, Refuse Disposal, Pest control, Fire Extinguishers and Servicing, Snow Removal and floor maintenance.

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5. COUNTY agrees that said use shall be only for the purpose stated herein.
 6. COUNTY shall in no way perform or cause any permanent modifications or alternations at or to said PROPERTY.
 7. 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.
 8. The parties hereto reserve the right to terminate this Agreement at any time for any reason by serving written notice.
 9. This Agreement shall be for a period of one (1) year commencing on August 1, 2011 and ending on July 31, 2012. This Agreement may be renewed in five (5) 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.

10. **INSURANCE REQUIREMENTS:**

PPCCCA shall maintain at PPCCCA's 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 COUNTY 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. PPCCCA 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 PPCCCA'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 PPCCCA's insurance and shall not contribute with it.
 - G. The PPCCCA'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 PPCCCA 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. PPCCCA's obligations shall not be limited by the foregoing requirements and shall survive the expiration of this Agreement.
 - L. In the event PPCCCA cannot provide an occurrence policy, PPCCCA 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.
11. PPCCCA shall defend, indemnify and hold the COUNTY 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 PPCCCA'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, the PPCCCA, 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 PPCCCA to indemnify and save COUNTY harmless includes the duties to defend set forth in California Civil Code Section 2778.

12. COUNTY shall not make or permit any other person to make any alterations to the Premises without the written consent of PPCCCA first obtained. Should PPCCCA 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 the COUNTY and approved in writing by PPCCCA 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 PPCCCA and remain on the Premises.

13. NOTICES

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

PPCCCA: POLLOCK PINES/CAMINO COMMUNITY CENTER
ASSOCIATION
P.O. Box 1195
Pollock Pines, CA 95726
Attention: Rich Coffin and Vicky Yorty
Telephone: (530) 647-8005

COUNTY: DEPARTMENT OF TRANSPORTATION
2850 Fairlane Court
Placerville, CA 95667

Attention: James W. Ware, P.E.
Telephone: (530) 621-7533

14. PPCCCA agrees that the PPCCCA, and any agents and employees of the PPCCCA, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the COUNTY.
15. 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.
16. Sole and Only Agreement: This instrument constitutes the sole and only agreement between

the PPCCCA and the COUNTY respecting the PROPERTY or the granting of this Facility Use Agreement to the PPCCCA by the COUNTY, and correctly sets forth the obligations of the COUNTY and PPCCCA to each other as of its effective date. Any agreements or representations respecting the PROPERTY or the Agreement not expressly set forth in this instrument are null and void.

17. This Agreement is to be governed by and construed in accordance with the laws of the State of California.
18. Time is of the essence of this Agreement and the performance of each and every provision hereof.
19. The County Officer or employee with responsibility for administering this Agreement is the Director of Transportation Department, or successor.

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

DEPARTMENT CONCURRENCE:

Dated: _____

Signed: _____

**Daniel Nielson, Director
Department of Human Services**

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

POLLOCK PINES/CAMINO COMMUNITY CENTER ASSOCIATION

Dated: 6/10/11

By: Richard A. Coffin

**Rich Coffin, President
"PPCCCA"**

COUNTY OF EL DORADO

Dated: _____

By: _____

**Board of Supervisors
"County"** , Chair

**Attest: Suzanne Allen De Sanchez, Clerk of the
Board of Supervisors**

Dated: _____

By: _____
Deputy Clerk