



**COUNTY OF EL DORADO**  
**FACILITY USE AGREEMENT # 219-O1111**

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**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 BLOODSOURCE, INC., a non-profit organization, (hereinafter referred to as the "USER") whose principal place of business is 10536 Peter McCuen Blvd., Mather, CA 95655

**W I T N E S S E T H**

**WHEREAS**, the COUNTY is the owner of that certain real property located in El Dorado County, California, commonly known as South Lake Tahoe Branch Library located at 1000 Rufus Allen, South Lake Tahoe, CA 96150 (hereinafter referred to as the "PROPERTY"), and

**WHEREAS**, the COUNTY desires to grant to the USER and the USER desires to receive authorization from the COUNTY to use said PROPERTY for the purpose of conducting the South Lake Tahoe Community Blood Drive, 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 USER mutually agree as follows:

1. The COUNTY hereby grants to the USER and the USER hereby agrees to accept from the COUNTY authorization for use of those portions of the PROPERTY described herein below for the purposes of so stated hereinabove.
2. The PROPERTY shall be utilized by USER for the sole purpose of conducting a community blood drive which shall take place between the hours of 10:00 am to 7:00 pm and on dates provided in Exhibit A provided however that this Agreement has been fully executed by the USER and the COUNTY. Said use shall be limited to those portions of the PROPERTY described as follows:

**The main entrance library lobby, the restrooms, the meeting room off the entrance lobby and a designated portion of the Children's area only on the dates specified in Exhibit A.**

3. The use granted herein is personal to the USER. It is non-assignable and any attempt to assign this Agreement shall terminate it.
4. USER shall pay County the amount of **Four Hundred and Fifty (\$450.00)** dollars for use of the PROPERTY upon the commencement date of this Agreement.
5. USER agrees that said use shall be only for the purpose noted herein.
6. USER shall in no way perform or cause any permanent modifications or alterations at or to said PROPERTY

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7. USER agrees to maintain and keep the PROPERTY free of trash and litter which is generated as a result of the USER's use of the PROPERTY. USER agrees to leave said PROPERTY free from all trash, debris or litter directly resulting from the USER's use of the PROPERTY. **USER agrees to leave the interior of the facility located on the PROPERTY in the same order as found. Chairs, tables, book drop, any items used need to be put back in its original place.**
  8. The parties hereto reserve the right to terminate this Agreement at any time for any reason by serving written notice. Upon receipt of such termination notice from the COUNTY, the USER shall immediately cease use of said PROPERTY.
  9. This Agreement shall commence on **December 6, 2010**, provided however that this Agreement has been fully executed by the USER and the COUNTY. This Agreement shall expire on **December 6, 2011**, unless extended in writing by mutual agreement of the parties hereto, not less than ten (10) days prior to expiration date.

9. **INSURANCE REQUIREMENTS:**

USER shall maintain at USERs 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 USER's 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. USER 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 USER'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 USER's

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insurance and shall not contribute with it.

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

## 11. 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:

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USER: BLOODSOURCE, INC.  
10536 Peter McCuen Blvd.  
Sacramento, CA 95655

Attention: Stephanie Kresse  
Telephone: (916) 453-3039

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

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

11. USER agrees that the USER, and any agents and employees of the USER, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees or agents of the COUNTY.
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. Sole and Only Agreement: This instrument constitutes the sole and only agreement between the USER and the COUNTY respecting the PROPERTY or the granting of this Facility Use Agreement to the USER by the COUNTY, and correctly sets forth the obligations of the COUNTY and USER 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.
14. This Agreement is to be governed by and construed in accordance with the laws of the State of California.
15. Time is of the essence of this Agreement and the performance of each and every provision hereof.
16. 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: 1/12/2011

Signed: Jeanne Amos  
Jeanne Amos, Director  
Main Library

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

**BLOODSOURCE, INC**

Dated: 1/12/2011

By: Stephanie Kresse  
Stephanie Kresse, Manager  
"User"

**COUNTY OF EL DORADO**

Dated: \_\_\_\_\_

By: \_\_\_\_\_, Chair  
Board of Supervisors  
"County"

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk

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**EXHIBIT "A"**

**BLOODSOURCE USE OF THE SOUTH LAKE TAHOE BRANCH LIBRARY**

**DATES 2011**

**April 4, 2011**

**June 6, 2011**

**August 1, 2011**

**October 3, 2011**

**December 5, 2011**

**The dates are bi-monthly on Monday only when the South Lake Tahoe Branch Library is closed.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
02/04/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. fka Aon Risk Services, Inc. of Cen CA 8880 Cal Center Drive, Suite 130 Sacramento CA 95826 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (916) 369-4800      FAX (A/C. No.): (916) 369-4801	
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #: 570000036668	
<b>INSURED</b> BloodSource, Inc. 10536 Peter A. McCuen Blvd. Mather CA 95655 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> National Fire Ins. Co. of Hartford	<b>NAIC #</b> 20478
	<b>INSURER B:</b> Columbia Casualty Company	<b>NAIC #</b> 31127
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 570041545314

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			HMA40159671221	02/01/2011	02/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS			4020612660	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000			HMC40159671361 SIR applies per policy terms & conditions	02/01/2011	02/01/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
B	Misc Med Prof			HMA40159671221	02/01/2011	02/01/2012	Each claim limit \$1,000,000 SIR/deductible - ea \$5,000 Aggregate limit \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: South Lake Tahoe Community Blood Drives. Location: El Dorado County Library, 1000 Rufus Allen Blvd., South Lake Tahoe, CA 96150. The County of El Dorado, its officers, officials and employees are named additional insured on a primary basis as required by written contract. \*10 day notice of cancellation for non-payment of premium.

**CERTIFICATE HOLDER****CANCELLATION**

County of El Dorado Department of Transportation 2850 Fairlane Court Attn: Jeff Moore Placerville CA 95667 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Insurance Services West, Inc.</i>
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Holder Identifier :

Certificate No : 570041545314

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ACORD 25 (2009/09)

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