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FACILITY USE AGREEMENT # 018-O1611

SENIOR NUTRITION PROGRAM AT
POLLOCK PINES/CAMINO COMMUNITY CENTER ASSOCIATION

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

-- COUNTY OF EL DORADO --

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

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

By: James S. Mitrisin
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