

ORIGINAL



COUNTY OF EL DORADO
FACILITY USE AGREEMENT # 209-O1111
SHERIFF'S POLLOCK PINES SATELLITE STATION

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 EL DORADO COUNTY FIRE PROTECTION DISTRICT, whose principal place of business is 4040 Carson Road, Camino, CA 95709 (hereinafter referred to as "DISTRICT");

W I T N E S S E T H

WHEREAS, the DISTRICT is the owner of that certain real property located in El Dorado County, California, commonly known as Pollock Pines Fire Station, located at Station 17, 6430 Pony Express Trail, Pollock Pines, CA 95726 (hereinafter referred to as the "PROPERTY"), and

WHEREAS, the DISTRICT desires to grant to the COUNTY and the COUNTY desires to receive authorization from the DISTRICT to use said PROPERTY for the purpose of operating a Sheriff's Outreach Program in Pollock Pines area, 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 DISTRICT mutually agree as follows:

1. The DISTRICT hereby grants to the COUNTY and the COUNTY hereby agrees to accept from the DISTRICT authorization for use of those portions of the PROPERTY described herein below for the purposes of operating the Sheriff's Outreach Program in Pollock Pines, California.
2. The PROPERTY shall be utilized by COUNTY for the sole purpose of operating an outreach program. The Sheriff's Team of Active Reserves (STAR) personnel will be assigned to the Sheriff's Pollock Pines Satellite Station (PROPERTY) by the Sheriff's office to serve the public at a reception desk and operate office telephones five (5) days a week, eight (8) hours per day, from Tuesday through Saturday. Assignment of such personnel shall be dependent upon availability of qualified STAR volunteers.
3. Said use shall be limited to those portions of the PROPERTY described as follows:

Front Office area on the North Side, West of the Front Door
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 reason by serving a thirty (30) day written notice to the other party.
6. COUNTY shall be authorized to proceed with use of the PROPERTY provided that this Agreement has been fully executed by the parties hereto.

-
7. This Agreement shall commence on December 1, 2010, provided however, that this Agreement has been fully executed by the DISTRICT and the COUNTY. This Agreement shall expire on November 30, 2012, unless said term is extended, by mutual agreement in writing thirty (30) days prior to the expiration date.
 8. **INSURANCE REQUIREMENTS:** The COUNTY is self-insured and shall provide the DISTRICT with evidence of said self-insurance by way of a letter signed by the El Dorado County Risk Manager.
 9. COUNTY shall defend, indemnify and hold the DISTRICT 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 or DISTRICT employees, and the public, or damage to other property including the PROPERTY, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the COUNTY'S activities, use of the PROPERTY, or performance hereunder, and are not connected with or related to the DISTRICT'S use of the property.

DISTRICT 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 or DISTRICT employees, and the public, or damage to other property including the PROPERTY, or any economic or consequential losses, which are claimed to or in any way or manner arise out of or are connected with the DISTRICT'S activities or use of the PROPERTY or performance hereunder, and are not connected with or related to the COUNTY'S use of the PROPERTY.

10. **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:

DISTRICT: El Dorado County Fire Protection District
P. O. Box 807
Camino, CA 96709

Attention: Bruce Lacher, Chief
Telephone: (530) 644-9630

COUNTY: Department of Transportation
2850 Fairlane Court
Placerville, CA 95667

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

-
11. COUNTY agrees to use its best efforts to maintain and keep the PROPERTY free of trash and litter which is generated as a result of the COUNTY's use of the PROPERTY. COUNTY agrees to leave said PROPERTY free from all trash, debris or litter directly resulting from the COUNTY's use of the PROPERTY.
 12. Not Used
 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 the COUNTY and the DISTRICT respecting the PROPERTY or the granting of this Facility Use Agreement to the COUNTY by the DISTRICT, and correctly sets forth the obligations of the COUNTY and DISTRICT 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.
 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. The County Officer or employee with responsibility for administering this Agreement is the Director of Transportation Department, or successor.

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: 12.16.10

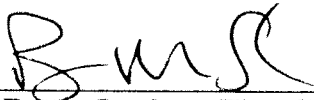
Signed: 
Fred Kollar, Sheriff

"
"
"
"
"
"
"
"
"

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

EL DORADO COUNTY FIRE PROTECTION DISTRICT

Dated: 10-21-2010

By: 
Bruce Lacher, Fire Chief
El Dorado County Fire Protection District

COUNTY OF EL DORADO

Dated: _____

Signed: _____

, Chair

Board of Supervisors
El Dorado County

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

Dated: _____

By: _____
Deputy Clerk