

ORIGINAL

FACILITY USE AGREEMENT

#203-O1810

THIS FACILITY USE AGREEMENT (FUA), entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and Vintage Grace, a charitable organization of the State of California, whose principal place of business is 931 Lassen Lane, El Dorado Hills, California 95762 (hereinafter referred to as "CHURCH").

RECITALS

WHEREAS, CHURCH is the owner of that certain real property located in El Dorado County, California, commonly known as Vintage Grace, located at 931 Lassen Lane, El Dorado Hills, California 95762; and

WHEREAS, COUNTY owns that certain real property, commonly known as the El Dorado Hills Senior Center, located at 990 Lassen Way, El Dorado Hills, California 95762 ("Senior Center"); and

WHEREAS, CHURCH desires to grant to COUNTY authorization to use fifteen (15) parking stalls ("PREMISES") for the purpose of overflow parking for the Senior Center; 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 CHURCH mutually agree as follows:

1. CHURCH hereby grants to COUNTY authorization for the exclusive use of fifteen (15) parking stalls for the purpose of overflow parking for the Senior Center as depicted in Exhibit "A" marked "Parking Stalls", incorporated herein and made by reference a part hereof. The parking spaces will be dedicated solely for COUNTY'S use of said overflow parking for Senior Center and shall be marked accordingly.

2. PREMISES shall be available to be utilized by COUNTY for overflow parking for Senior Center and shall be available seven (7) days per week. PREMISES shall be maintained by CHURCH, including any repair or improvement work, at its sole cost and expense.
3. County's use of the PREMISES shall be at no charge.
4. The use granted herein is personal to 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 sixty (60) day written notice to the other party.
6. The term of this Agreement shall cover the period of June 5, 2018 through June 30, 2021. COUNTY shall have the option to extend the term for two (2) additional three (3) year terms after the initial expiration date of June 30, 2021. Each option shall be on the same terms and conditions as provided for herein for the initial term. COUNTY shall notify CHURCH 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 CHURCH 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.
7. CHURCH and COUNTY shall indemnify, defend, and hold the other, its officers, agents and employees harmless from and against any claims, actions, suits, costs, expenses (including reasonable attorney's fees) and other cost of defense incurred or liabilities, whether for damage to or loss of property, or injury to or death of person, which arise from the acts or omissions of such party or its use of the PREMISES, unless such damage, loss, injury, or death shall be caused by the sole, or active negligence, or the willful misconduct of the other party. The duties of CHURCH or COUNTY to indemnify and save each other harmless include the duties to defend as set forth in California Civil Code Section 2778. The provisions of this section shall survive the termination of the Agreement for any event occurring prior to the termination.
8. COUNTY is self-insured and if requested shall provide CHURCH with evidence of said self-insurance by way of a letter signed by the County Risk Manager.
9. CHURCH 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 CHURCH 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. 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.

CHURCH 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, CHURCH 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 CHURCH 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.

10. 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

CHURCH: Vintage Grace
931 Lassen Lane
El Dorado Hills, CA 95762
Attention: Michael Godshall
Telephone: (916) 933-5683

11. 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.
12. This instrument constitutes the sole and only Agreement between COUNTY and CHURCH respecting the PREMISES or the granting of this Facility Use Agreement to COUNTY by CHURCH 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.

- 13. This Agreement is to be governed by and construed in accordance with the laws of the State of California.
- 14. The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

CONTRACT ADMINISTRATOR:

Dated: 4/27/18 Signed: 
Russell Fackrell
Facilities Manager, Chief Administrative Office

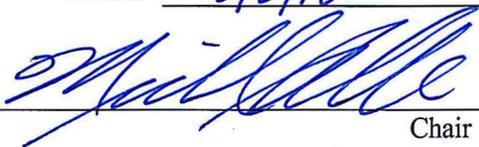
Requesting Department Head Concurrence:

Dated: 5/1/18 Signed: 
Patricia Charles-Heathers, Ph.D.
Director
Health & Human Services Agency

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

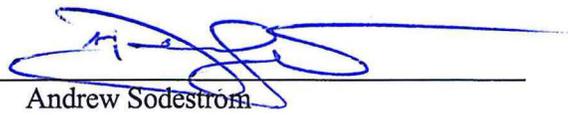
-- COUNTY OF EL DORADO --

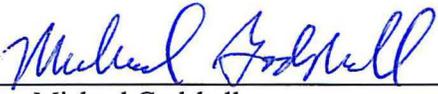
Dated: 6/5/18
By: 
Chair
Board of Supervisors
"County"

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

By:  Dated: 6/5/18
Deputy Clerk

-- VINTAGE GRACE --

By:  Dated: 4/21/18
Andrew Sodestrom
Chief Executive Officer

By:  Dated: 4/21/18
Michael Godshall
Secretary

By:  Dated: 4/21/18
Eric Moser
Chief Financial Officer

aft

EXHIBIT A – PARKING STALLS

