

FACILITY USE AGREEMENT

This Facility Use Agreement (Agreement), dated the latter date of execution below, is entered into between the County of Inyo (County) and Inland Counties Emergency Medical Agency (ICEMA).

RECITALS

WHEREAS ICEMA, as the Local Emergency Medical Services Agency (LEMSA), is responsible for ensuring effective emergency medical services (EMS) for San Bernardino, Inyo, and Mono counties. Through this partnership, the County would like to grant access, subject to availability, to the following facility, 1360 North Main Street, Bishop, CA 93514, for one Public Service Employee-ICEMA to use as a liaison to Inyo County, conduct operational area-related business, and provide support for any ICEMA-related functions in Inyo County. This agreement will allow ICEMA to better support the County.

NOW THEREFORE, to carry out the purposes of this Agreement and in consideration of the benefits to be received by the County and the community at large, it is agreed as follows:

AGREEMENT

1. **Term.** This Agreement shall be effective as of the latter date of execution below and shall continue until terminated, which may be done by either party without cause with thirty (30) days' advance written notice.
2. **Summary of Services Provided.** The County agrees to provide a workspace located at 1360 North Main Street, Bishop, CA 93514, to ICEMA for use by one Public Service Employee-ICEMA. The days and hours of use will vary with the workload required. The workspace provided shall include, at a minimum:
 - A desk or table for conducting administrative tasks.
 - Power outlets with a surge protector for plugging in and charging a laptop computer and a cell phone.
 - Access to a wireless (Wi-Fi) internet connection.
 - Use of kitchen/restroom facilities if available.
 - Conference room access or enclosed space to conduct video calls.
3. With the written approval of this Agreement, ICEMA shall be entitled to the use of unreserved parking spaces for one vehicle at 1360 North Main Street, Bishop, CA 93514.
4. **Fees.** The County shall not bill ICEMA for any office space, parking, or other fees.
5. **Alterations to Space/Furnishings.** There shall be no changes made to the configuration, structure, or furnishings of the workspace by ICEMA during the term of this Agreement. At the end of the term, the workspace shall be returned in the original condition and configuration.
6. **Access Requirements.** The ICEMA employee shall require access to the facility located at 1360 North Main Street, Bishop, CA 93514, from 8:00 a.m. to 5:00 p.m. during weekly scheduled office days. The County shall, to the best of its ability, reasonably accommodate access, outside regular scheduled hours, in the event of an emergency. ICEMA shall communicate any such emergency to the County at the earliest convenience.

- 7. Indemnification.** ICEMA shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with ICEMA's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the negligence or willful misconduct of the County.

County shall hold harmless, defend and indemnify ICEMA and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with County's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the negligence or willful misconduct of the ICEMA.

- 7.1.** With respect to any action or claim subject to indemnification herein by the County, the County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of ICEMA; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the County's indemnification to ICEMA as set forth herein.
- 7.2.** Where it is determined that the County shall indemnify ICEMA, the County's obligation shall be satisfied when the County has provided ICEMA with the appropriate form of dismissal, relieving ICEMA from any liability for the action or claim involved.
- 8. Insurance.** ICEMA is a self-insured entity and will provide Worker's Compensation coverage for the ICEMA employee.
- 9. Miscellaneous.** This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of law's provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement shall not be effective until executed by both Parties; (g) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (h) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions, or representations. In the event of a dispute, the Parties shall use their best efforts to settle the dispute through negotiation with each other in good faith. Each party hereto hereby irrevocably and unconditionally waives trial by jury in any suit, action or proceeding between the parties and arising under this Agreement. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs and attorneys' fees.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures (whether by facsimile, PDF or other email transmission), as well as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA," Civ. Code, §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

11. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier then upon delivery thereof as confirmed by such service; (c) by email transmission; or (d) if mailed within the United States, three (3) days after deposit in the United States mails, postage prepaid, certified mail return receipt requested. Notice shall be sent to the addresses set forth below:

To ICEMA:

EMS Administrator
ICEMA
1425 South "D" Street
San Bernardino, CA 92415-0060

To COUNTY:

HEALTH AND HUMAN SERVICES Director
INYO COUNTY
1360 N. Main St., Suite 201
Bishop, CA 93514

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

**INYO COUNTY HEALTH
AND HUMAN SERVICES**

**INLAND COUNTIES
EMERGENCY MEDICAL
AGENCY**

By: _____
Authorized Signature

By: _____
Dawn Rowe
Chair of the Board of Directors

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

By: _____
County Counsel