City of Grass Valley
City Council

Agenda Action Sheet

Council Meeting Date: July 26, 2016

Date Prepared: July 20, 2016

Prepared by: Timothy M. Kiser, PE, Public Works Director/City Engineer

Title: Facility Use Agreement with Gold Country Community Services to Operate the Condon Park LOVE Building

Recommended Motion: That Council: 1) consider and approve an agreement with Gold Country Community Services, a non-profit organization, to operate the Condon Park LOVE Building year round; and 2) authorize the Public Works Director/City Engineer to execute the agreement, subject to legal review.

Agenda: Consent

Background Information: On November 27, 2012, the Council considered and approved a proposal by the Gold Country Community Services (GCCS) to use, manage, and operate the City’s Condon Park LOVE Building for its various community service programs. In return, the GCCS will operate the City’s facility rentals. Having GCCS operate the LOVE Building has reduce staff time involved in reservations and maintenance. In these finically constrained times, City Staff is proposing to continue this arrangement with GCCS to provide residents services, while reducing staffing and operational costs. A draft copy of the proposed agreement is attached for your review, which is still subject to some minor modifications and legal review.

Council Goals/Objectives: Management of the LOVE Building by Gold Country Community Services executes portions of work tasks towards achieving/maintaining Strategic Plan – Productive and Efficient Workforce.

Funds Available: NA

Account #:

Reviewed by: City Manager

Finance

Agenda Item #: 5-1
FACILITY USE AGREEMENT BETWEEN
CITY OF GRASS VALLEY
AND
GOLD COUNTRY COMMUNITY SERVICES
FOR
USE AND OPERATION OF THE
CONDON PARK L.O.V.E. BUILDING

1. IDENTIFICATION

This AGREEMENT is made and entered into this 1st day of August 2016, by and between GOLD COUNTRY COMMUNITY SERVICES, a non-profit corporation, hereinafter referred to as "GCCS" and the CITY OF GRASS VALLEY, a municipal corporation, hereinafter referred to as "CITY."

2. RECITALS

2.1 GCCS is a not for profit community services organization; and

2.2 GCCS desires to use and operate the CITY's Condon Park L.O.V.E. Building ("FACILITY") at 660B Minnie Street in Grass Valley, California to conduct CDBG eligible public services, community based programs, facility rentals, and facilitate other community events in accordance with the terms and conditions of this AGREEMENT; and

2.3 Operation of the FACILITY shall not result in any cost to the CITY in that the GCCS shall be responsible for all costs incurred for the operation and maintenance of the FACILITY, except water and sewer user fees; and

2.4 CITY finds a public benefit in allowing community based programs which meet a variety of community needs to use the FACILITY, and CITY is agreeable to permitting the GCCS the use of FACILITY under the terms provided herein; and

2.5 Both parties mutually desire to work toward effective and cooperative use of the FACILITY; and

2.6 CITY has determined its agent on matters relating to this contract shall be the Public Works Director/City Engineer and/or his/her authorized designee(s), hereinafter referred to as "DIRECTOR"; and

2.7 The foregoing recitals constitute more than mere recitals, but contractual covenants and commitments to which the parties hereto agree to be bound and constitute a material consideration for this AGREEMENT.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, the parties hereto agree as follows:

3. L.O.V.E. BUILDING OPERATIONS - GENERAL

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3.1 GCCS shall perform all work to the highest professional standards in a manner satisfactory to CITY. GCCS shall keep CITY fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this AGREEMENT.

3.2 The CITY shall have no obligation to maintain or repair the FACILITY during the term of this AGREEMENT. GCCS shall, at its sole cost and expense, be totally responsible for any and all service, maintenance, repairs or replacement of any portion or contents of FACILITY.

3.3 GCCS shall have use of the equipment and furnishings listed in Exhibit “D” which are owned by CITY and which are kept at FACILITY. GCCS agrees to return equipment in same or better condition, less normal wear, at termination of contract. GCCS shall be responsible for any and all repairs or replacement of CITY owned equipment and furnishings within the FACILITY resulting from or attributed to the use of FACILITY by of GCCS. GCCS shall be responsible for training all staff and members in the proper use of FACILITY, (i.e.; equipment, stove, HVAC).

3.4 GCCS shall be responsible for the proper storage, protection, and security of all property located at FACILITY, including furnishings, appliances, and the building itself. No liability shall occur against CITY for any damage or loss due to any act of theft, vandalism or damage, natural or man-made, that occurs during the term of this AGREEMENT.

3.5 GCCS does not intend to operate a commercial kitchen under this AGREEMENT. Should GCCS operate a commercial kitchen, GCCS shall obtain the necessary permits, perform all inspections as prescribed by Nevada County Environmental Health Department and ensure that all food handlers have proper training and certifications. Written records of all inspections must be kept at the FACILITY and available for inspection at all times. GCCS agrees to notify DIRECTOR and/or his/her authorized designee, of any substandard inspections, which may require adjustments or repair to FACILITY. GCCS agrees to pay all costs incurred performing such adjustments or repair.

3.6 GCCS shall be responsible for operating the FACILITY, meeting the minimum requirements outlined in Exhibit “A” Scope of Services.

3.7 GCCS will keep the FACILITY and grounds immediately surrounding the FACILITY clean and litter-free. GCCS shall, at a minimum, be required to provide routine maintenance services set forth in Exhibit “B”, attached hereto and incorporated herein. CITY reserves the right to make its own spot inspections.

3.8 GCCS shall remove on a regular basis, all trash, garbage, and debris from the operating area permitted for use. GCCS shall be responsible for providing trash receptacles in the size and quantity needed to manage trash accumulation. Trash generated by the operation of the FACILITY may be placed in CITY’s waste removal bin near the FACILITY. GCCS shall be
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3.9 GCCS shall be responsible for providing all materials (bathroom and cleaning supplies, first aid kit, etc.) and performing any repairs.

3.10 GCCS agrees that the facility is the property of CITY. No changes in locks or keys shall take place without prior written authorization from CITY. After authorization, keys shall be provided by CITY.

3.11 GCCS must obtain written approval and any permits from CITY prior to constructing and/or installing any improvements to FACILITY.

3.13 Should GCCS desire to perform work and/or construct improvements to the FACILITY, GCCS shall obtain prior written approval from the CITY, comply with all City, County, State and Federal requirements pertaining to the work and/or improvements and obtain any and all required permits for such work. GCCS shall submit receipts, cost estimates and documentation of any permanent improvements installed and work performed during this agreement.

3.14 GCCS agrees that its members shall be subject to and abide by all safety rules established by CITY for use of FACILITY while exercising their use under this AGREEMENT.

3.15 GCCS acknowledges that it has fully inspected the premises and accepts the same, in its existing condition, and agrees that no demands for alterations, repairs, or additions are to be made upon CITY.

3.15.1 If a change is noted in FACILITY condition or FACILITY has in some way been damaged, ORGANIZATION acknowledges the responsibility for informing the CITY of the situation immediately.

3.15.2 If GCCS makes use of the facility after noting the changed condition or damage, it does so at its own risk.

3.15.3 If the CITY directs GCCS not to use facility after City is informed of the changed condition or damage, GCCS shall not make any use of facility until GCCS resolves the issues to the City's satisfaction.

3.16 GCCS will allow FACILITY to be rented for parties and events (wedding receptions, birthday parties, etc.), which would normally be rented through City Hall. GCCS shall be responsible for managing and scheduling these events, collecting fees and deposits, and may retain the proceeds to maintain and operate the LOVE Building and support GCCS services offered through the facility. A copy of proposed rental fees will be provided to the City for review prior, to implementation.

3.17 GCCS shall either obtain or require renter's to obtain, through the Grass Valley Police Department, any Special Event permits required by Municipal Code Chapter 5.32 - Special Events. GCCS shall be responsible to ensure all rental required to have Special Event Permits obtain the permits prior to the proposed rental date.
3.18 GCCS will allow FACILITY to be used by the Host Lions Club in accordance with their current Memorandum of Understanding dated July 1, 2002, Exhibit "C".

3.19 All other use of the FACILITY will be managed and scheduled by GCCS.

3.20 CITY shall not be responsible for scheduling any events during the period of this AGREEMENT.

3.21 CITY may utilize the FACILITY four times per calendar year at no-cost, for public meetings or social occasions conducted by the CITY, subject to availability and at least five (5) days’ notice. In addition, the Sheriff’s Association and Nevada County Elections Board may each utilize the FACILITY twice per calendar year at no cost, for public meetings, elections or social occasions at no-cost for annual events reserved in advance.

3.21 CITY reserves the right to close the FACILITY at any time, if GCCS fails to keep the building in a safe condition for the public.

3.22 In accordance with the CDBG approved agreement (13-CDBG-8949), the CITY is required to monitor the use of the LOVE building for a five year period during the operating hours of 8 a.m. to 4 p.m. During this five year monitoring period, the CITY must document the use of the building by those individuals meeting the criteria for both the Low & Moderate Income Area as well as the Low & Moderate Limited Clientele. To document the clients being served by the GCCS program meet the specified criteria, the GCCS will provide the requisite documentation outlined in the CDBG Monitoring Program approved by HCD and attached hereto as Exhibit E. Documentation shall be submitted to the CITY on a quarterly basis.

4. **BILLING AND PAYMENTS.**

4.1 CITY agrees to provide use of the FACILITY and equipment specified in this AGREEMENT for the fee of ONE dollar ($1.00) per year, in exchange for the benefit of having GCCS manage and operate the FACILITY. GCCS agrees to pay CITY for the following costs:

4.1.1 All costs for gas heating and electrical;

4.1.2 All costs to perform non-routine equipment maintenance or repairs.

4.2 CITY shall submit to GCCS a statement of costs incurred in connection with this AGREEMENT at the end of each month. GCCS agrees to pay in full, the amount due to CITY within thirty (30) days of invoice date. All late payments shall be assessed a late charge equal to 1% of the unpaid balance per month. Alternatively, the City may terminate this AGREEMENT immediately.

4.3 Payment for costs billed to GCCS shall be made payable to the City of Grass Valley and shall be remitted to the City of Grass Valley, 125 East Main Street, Grass Valley, California 95945.
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GCCS agrees to furnish own custodial supplies, maintain bathroom supplies and be responsible for trash removal service.

5. EMPLOYEES OF GCCS

5.1 All persons performing services for GCCS shall be recognized solely as appointed officers, officials, employees, volunteers or agents of GCCS and not employees of CITY. GCCS shall be solely responsible for the salaries and other benefits, including Workers’ Compensation, of all such personnel. CITY has no control over the employees of GCCS.

6. CONFLICT OF INTEREST

6.1 GCCS warrants and covenants that no official or employee of CITY, nor any business entity which an official of CITY has an interest, has been employed or retained to solicit or aid in the procurement of this AGREEMENT, nor that any such person will be employed in the performance of this AGREEMENT without immediate divulgesc of such fact to CITY.

7. NONDISCRIMINATION

7.1 During the performance of this AGREEMENT, GCCS shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. GCCS shall insure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. GCCS shall comply with the provision of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs. Tit. 2, § 8107 (1983)). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

8. HOLD HARMLESS AND INDEMNIFICATION

8.1 GCCS shall indemnify, defend, and hold harmless the CITY, its officers, officials, agents, employees, and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys’ fees and interest, arising out of or in connection with GCCS’s use of the FACILITY or its negligent failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which was caused by the sole negligence, or willful misconduct of CITY. As used in this paragraph, the term CITY means City of Grass Valley, or its officers, agents, employees, and volunteers.
8.2 GCCS may select its own legal counsel to represent GCCS’s interests at GCCS’s sole cost and expense. The parties shall cooperate in defending such action or proceeding. GCCS shall pay for CITY's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys’ fees expended by CITY in defense of any such action or other proceeding, plus staff and City Attorney time spent in regard to defense of the action or proceeding. The parties shall use their best efforts to select mutually agreeable defense counsel, but, if the parties cannot reach agreement, CITY may select its own legal counsel and GCCS agrees to pay directly or timely reimburse on a monthly basis CITY for all such court costs, attorney fees, and time referenced herein.

9. **NON-ASSIGNABILITY**

9.1 This AGREEMENT and the rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of CITY.

10. **INSURANCE.**

10.1 Throughout the time period of this AGREEMENT, the GCCS shall provide the following minimum insurance coverage as listed below. Contemporaneous with the signing of this AGREEMENT, GCCS shall file with CITY a Certificate of Insurance, indicating companies acceptable to CITY, with An A.M. Best's Rating of no less than A:VII showing. Documentation of such rating acceptable to CITY shall be provided at the same time Insurance Certificates are submitted.

10.2 Prior to execution of this AGREEMENT and prior to use of FACILITY, GCCS shall furnish CITY with original endorsements effecting coverage for all policies required by this AGREEMENT. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to CITY. At CITY's discretion, CITY may require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Section. If CITY requests, GCCS will furnish one copy of each required policy to CITY, and additional copies if requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by CITY shall not relieve or decrease any liability of GCCS.

10.3 In the event any policy is canceled prior to the completion of the AGREEMENT and GCCS does not furnish a new certificate of insurance prior to cancellation, CITY may terminate this AGREEMENT as outlined in Section 16.3.

**Worker’s Compensation and Employers Liability Insurance:**

10.4 By their signature hereunder as GCCS, each person signing this AGREEMENT on behalf of GCCS certifies that he or she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers’ Compensation or to undertake self
insurance in accordance with the provisions of that Code, and he or she will comply with such provisions before commencing the performance of the work of this AGREEMENT.

10.5 If such insurance is underwritten by any agency other than State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

10.6 Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than:

- **ONE MILLION DOLLARS ($1,000,000)** each accident for bodily injury by accident
- **ONE MILLION DOLLARS ($1,000,000)** policy limit for bodily injury by disease, and
- **ONE MILLION DOLLARS ($1,000,000)** each employee for bodily injury by disease.

10.7 Each Worker's Compensation policy shall be endorsed with the following specific language:

*Cancellation Notice* - "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the City of Grass Valley."

**General Liability Insurance**

10.8 GCCS shall maintain Commercial General Liability insurance covering all operations by or on behalf of GCCS, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- Contractual liability insuring the obligations assumed by GCCS in this AGREEMENT.

One of the following forms is required:

- Commercial General Liability (Occurrence); or
- Commercial General Liability (Claims Made).

**Commercial General Liability (Occurrence) policy:**

(1) The limits of liability shall not be less than:

- **ONE MILLION DOLLARS ($1,000,000)** each occurrence (combined single limit for bodily injury and property damage)
- **ONE MILLION DOLLARS ($1,000,000)** Personal Injury Liability
- **ONE MILLION DOLLARS ($1,000,000)** for Products-Completed Operations
- **ONE MILLION DOLLARS ($1,000,000)** General Aggregate

(2) If the policy does not have an endorsement providing that the
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General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be TWO MILLION DOLLARS ($2,000,000)

Special Claims Made Policy Form Provisions

10.9 GCCS shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of CITY, which consent, if given, shall be subject to the following conditions:

10.9.1. The limits of liability shall not be less than:

- ONE MILLION DOLLARS ($1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- ONE MILLION DOLLARS ($1,000,000) aggregate for Products Completed Operations
- ONE MILLION DOLLARS ($1,000,000) General Aggregate

10.9.2. The insurance coverage provided by GCCS shall contain language providing coverage up to six (6) months following the completion of the AGREEMENT in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

10.9.3. The Certificate of Insurance must include the following reference: Condon Park L.O.V.E. Building, City of Grass Valley.

10.9.4. Current Evidence of Coverage must be provided for the entire term of this AGREEMENT.

10.9.5. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

Conformity of Coverages:

10.10. If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the City as noted above. In no cases shall the types of policies be different.

Endorsements:

10.11 Each Commercial General Liability policy shall be endorsed with the following specific language:

10.11.1 “Insured: The City of Grass Valley, its elected or appointed officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations and activities performed by or on behalf of the named insured.”

10.11.2 “Contribution Not Required: As respects (a) work performed by the Named Insured for or on behalf of the CITY; or (b) products sold by the Named Insured to the entity; or (c) premises leased by the Named Insured from the CITY, the insurance afforded by this policy shall be primary insurance as
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respects the CITY, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the CITY, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it."

10.11.3 "Cancellation Notice: With respect to the interests of the CITY, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the CITY."

10.11.4 "Except as stated above, nothing herein shall be held to waive, alter or extend any of the limits, conditions, Agreements or exclusions of the policy to which this endorsement is attached."

Additional Requirements

10.12 Premium Payments: The insurance companies shall have no recourse against the CITY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

10.13 Policy Deductibles: GCCS shall be responsible for all deductibles in all of GCCS’s insurance policies. The amount of deductible for insurance coverage required herein should be reasonable and subject to CITY’s approval.

10.14 GCCS’s Obligations: GCCS’s indemnity and other obligations shall not be limited by the foregoing insurance requirements and may survive the expiration of this AGREEMENT.

10.15 Material Breach: Failure of GCCS’s to maintain the insurance required by this AGREEMENT, or to comply with any of the requirements of this section, shall constitute a material breach of the entire AGREEMENT.

11. GENERAL COMPLIANCE WITH LAWS

11.1 GCCS shall exercise usual and customary care in its efforts to comply with applicable Federal, State and local laws, statutes, rules and regulations that are in effect as of the date of this AGREEMENT.

12. JURISDICTION

12.1 This AGREEMENT shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this AGREEMENT shall be in that State. Venue shall be Nevada County, California. The parties each waive any federal court removal rights they may have. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this AGREEMENT shall be in full force and effect.

13. COVENANT AGAINST CONTINGENT FEES

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13.1 GCCS warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for GCCS, to solicit or secure this AGREEMENT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to annul this AGREEMENT without liability or, at its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. DISPUTES

14.1 All claims, counter-claims, disputes, and other matters in question between CITY and GCCS that cannot be settled by Agreement between the parties will be presented to the City Council of CITY for consideration. In the event the City Council cannot resolve the matter or matters to the satisfaction of the parties, either party may undertake whatever legal actions against the other as it deems necessary.

15. RENEWAL AND TERMINATION

15.1 This AGREEMENT shall become effective on August 1, 2016 and shall remain effective through December 31, 2021, unless terminated sooner or extended longer as provided for herein. If the parties find it mutually desirable to extend the term of this AGREEMENT, extensions may be negotiated annually for up to three (3) years, or until December 31, 2024. GCCS is responsible for submitting a written request for an extension no later than January 1st of each year. Such written request may be solely approved or denied by CITY.

15.2 Either party may, at any time, and without cause give the other sixty (60) days written notice of termination. Within thirty (30) days of the termination as provided for herein, GCCS shall remove at its own expense, its own furniture, equipment, inventory and trade fixtures from FACILITY. Said removal shall be conducted in an expeditious and orderly manner and shall be accomplished in such a way as to minimize the nature and the extent of any disruption of other services to the public, and the premises shall be restored to their original condition, ordinary wear and tear accepted. Should GCCS fail to remove said items within the thirty (30) day period, it shall lose all right, title, and interest in and to said items, and CITY may elect to keep same to sell, remove, or demolish them. In the event of such sale removal or demolition, GCCS shall reimburse CITY for any cost incurred in excess of any consideration received by CITY as a result of such sale, removal or demolition.

15.3 Notwithstanding any other provisions contained in this AGREEMENT, CITY is granted the right to immediately terminate this AGREEMENT upon failure on the part of GCCS to comply with the terms of this AGREEMENT, including the requirement to keep in full force and effect during the entire
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term of this AGREEMENT, the insurance requirements set out in Section
11 of this AGREEMENT. Additionally, CITY shall have the right to
immediately terminate this AGREEMENT if in CITY's sole discretion GCCS
is operating in a manner that presents a health, safety or welfare threat to
the participants, members of the public or community.

16. MISCELLANEOUS

16.1. California Revenue and Taxation Code Section 107.6. The State of
California or any public entity of government, when entering into a written
contract with a private party whereby a possessory interest subject to
property taxation may be created must include in such written contract a
statement that such property interest may be subject to property taxation if
created, and the party in whom the possessory interest is vested may be
subject to the payment of property taxes levied on such interest. The private
party may recover damages from the contracting state or local public entity,
where the private party can show that without the notice, he had no actual
knowledge of the existence of a possessory interest tax. The private party
is rebuttably presumed to have no such actual knowledge.

16.2. GCCS understands that this AGREEMENT may create a taxable
possessory interest and that this AGREEMENT provides GCCS the
statement of notification required by Revenue and Taxation Code Section
107.6.

16.3. In the event that any condition herein is waived by consent, expressed or
implied of CITY, such waiver shall not constitute waiver of that condition in
the future, nor any other condition herein described.

16.4. The parties agree that GCCS is an Independent Contractor as that term is
commonly used and is not an employee or agent of CITY. GCCS
acknowledges that it is not insured in any matter through CITY for any bodily
injury or property loss whatsoever and has no authority to bind CITY in any
manner.

16.5. GCCS personnel performing the services under this AGREEMENT shall at all
times be under GCCS's exclusive direction and control. GCCS shall not at
any time or in any manner represent that GCCS or any of GCCS's officers,
employees, agents or volunteers are in any manner officials, officers,
employees or agents of CITY.

16.6. GCCS certifies that it shall furnish CITY any and all documentation,
certifications, authorizations, licenses, permits or registration currently
required by law. GCCS further certifies that it is now in good standing, and
shall maintain its good standing, with all governmental agencies and that it
shall keep all required permits, registrations, authorizations, or certifications
in force during the term of this AGREEMENT.

16.7. GCCS shall not make and/or permit any other person to make any alteration
to the exterior of said premises or to any improvement thereon or facility
appurtenant thereto without the prior written consent of CITY. GCCS shall
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keep the premises free and clear from any and all liens, claims and demands for work performed, materials furnished, or operations conducted on said premises at the instance or request of GCCS. Furthermore, any and all alterations, additions, improvements and fixtures, except furniture and trade fixtures installed by GCCS, made or placed in or on said premises by GCCS or any other person, shall be the property of CITY.

16.8. All notices given under this AGREEMENT shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

CITY:  
Timothy M. Kiser, PE  
Public Works Director/City Engineer  
City of Grass Valley  
125 East Main Street  
Grass Valley, CA 95945

T: 530-274-4351  
F: 530-274-4399

GCCS:  
Sandy Jacobson  
Executive Director  
Gold Country Community Services  
PO Box 968  
Grass Valley, CA 95945

T: 530-273-4961  
F: 530-273-0785

16.9 This AGREEMENT, including Exhibits A through E attached and incorporated herein by reference, constitutes the entire Agreement between the parties relative to the services specified herein and no modification shall be effective unless and until such modification is evidenced in writing, signed by both parties to this AGREEMENT. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this AGREEMENT, except those contained in or referred to in the AGREEMENT.

16.10 Each party had an opportunity to consult with an attorney in reviewing this AGREEMENT. Therefore, the usual construction against the drafting party shall not apply to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.
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CITY OF GRASS VALLEY

Timothy M. Kiser, PE
Public Works Director/City Engineer

ATTEST

Kristi K. Bashor
City Clerk

GOLD COUNTRY COMMUNITY SERVICES

Sandy Jacobson
Executive Director

APPROVED AS TO FORM

Michael G. Colantuono, City Attorney
EXHIBIT “A”

Use and Operation of the L.O.V.E. Building
Scope of Services

Under the terms of this AGREEMENT the GCCS shall have the revocable license and responsibility to do the following under its management authority:

1. Utilize the FACILITY for activities and events coordinated by GCCS.
2. Schedule the FACILITY for community use and/or activities by other public and private groups.
3. Establish a priority for use of FACILITY that recognizes the existing Lions Club Agreement and annual use by the CITY, Nevada County Elections Board and Sheriff’s Association.
4. Promote the use of the FACILITY.
5. Open and close the building and restrict access to unauthorized individuals.
6. Establish building rules and regulations; including hours of operation consistent with local, State and Federal regulations.
7. Cancel a scheduled event when it is deemed unsafe to continue or when there is risk of injury or damage to public property.
8. Inspect the FACILITY and its furnishing on a regular basis.
9. Keep the FACILITY neat, clean and in good and safe condition in accordance with the terms of this AGREEMENT.
10. Adopt an appropriate fee schedule for rentals and deposits approved by City Council in accordance with this AGREEMENT.
11. Limit the use of the building to responsible parties. All parties that rent the FACILITY shall provide insurance in the limits required by the CITY naming the CITY and GCCS as additional insured.
12. Collect fees and deposits associated with the use of the FACILITY and retain proceeds to maintain and operate the FACILITY.
13. Restrict parking in the 17 parking spaces to the North of the FACILITY. All other parking lots may not be restricted for the LOVE Building without written approval of the CITY.
14. Make improvements to the FACILITY in accordance with the terms of this AGREEMENT.
Use and Operation of the L.O.V.E. Building
Routine Maintenance

DAILY

Kitchen
Turn off gas stove  Clean refrigerator
Clean oven/stove top
Clean microwave
Clean dishwasher, no dirty dishes to be left overnight
Clean counter tops
Clean sinks
Empty trash containers

Main Hall
Keep debris picked up & floors swept
Empty trash containers
Keep counters clean & organized

Weekly

Lavatories
Clean & disinfect toilet bowls & urinals
Keep mirrors clean
Check & stock toilet paper (as needed)
Mop & disinfect floors
Clean & disinfect fixtures and partitions
Empty trash containers

Main Hall
Keep chairs and tables neat and stacked
Storage Room (as used)

Monthly
Inspect Fire Extinguishers
Service H.V.A.C.
Test and repair exit signs and emergency lights

Every 6 Months
Range Hood Fire Suppression System Inspection (outside service)
Clean range hood filters (or more often as needed)

Annually
Fire Extinguisher Inspection (outside service)
Maintain floors per manufacturer's recomendations
EXHIBIT “C”

Use and Operation of the L.O.V.E. Building
Excerpt from Grass Valley Host Lions Memorandum of Understanding
Dated July 1, 2002:

2. TERMINATION, SCHEDULING, OPTION TO RENEW: The term of this Lease is for a period of twenty (20) years, commencing on the 1st day of July, 2002, and ending and terminating on the 30th day of June, 2022. LIONS is granted, and shall have, if not in default under this Lease at the time, an option to renew this Lease for an additional period of one (1) to (5) additional years from the expiration date hereof, to wit, June 30, 2022, on the same terms, conditions and covenants herein contained. In order to exercise this extension option, LIONS must provide CITY with written notice of LIONS’ intention to extend the term of the Lease at least one year prior to expiration of the initial 20 year term. If such notice is not given, the Lease shall automatically terminate, effective on the last day of the 20th year, unless the parties otherwise agree in writing prior to said termination date.

LIONS shall have use of the LOVE Building and adjacent facilities for its regular meeting one (1) weekday each week (typically Thursday), provided that the use is scheduled in advance with the Administrative Clerk of CITY’S Public Works Department. Meetings and activities shall be scheduled a year in advance on or before December 31 of the preceding year. All scheduling changes and use of the leased premises shall be submitted to and coordinated with the Administrative Clerk of CITY’S Public Works Department by LIONS’ Club Secretary. LIONS shall provide CITY within two (2) weeks’ notice of any changes in officers and reporting personnel. In addition to the weekly meetings LIONS may sponsor the use of the leased premises for other non-profit organizations provided that the use is scheduled at least fourteen (14) days in advance, the activity is in lieu of a regular weekly meeting of LIONS and a responsible member of LIONS is present at all times during such activity.
# Use and Operation of the L.O.V.E. Building
## Description of Facility & Equipment Inventory

### Description of Facility

<table>
<thead>
<tr>
<th>SPACE</th>
<th>APPROX. SIZE</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASSEMBLY HALL/DINING ROOM</td>
<td>54' x 38.5'</td>
<td></td>
</tr>
<tr>
<td>STAGE</td>
<td>10' x 18'</td>
<td></td>
</tr>
<tr>
<td>WET BAR CLOSET</td>
<td>4.5' x 5.5'</td>
<td>Exclusively for Lions Use</td>
</tr>
<tr>
<td>KITCHEN</td>
<td>17' x 19'</td>
<td></td>
</tr>
<tr>
<td>MEN'S RESTROOM</td>
<td></td>
<td>Has attic access</td>
</tr>
<tr>
<td>WOMEN'S RESTROOM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CUSTODIAL CLOSET</td>
<td>2.5' x 3'</td>
<td></td>
</tr>
<tr>
<td>COAT ROOM</td>
<td>2' x 2.5'</td>
<td></td>
</tr>
<tr>
<td>CHAIR/TABLE ROOM</td>
<td></td>
<td>Has attic access</td>
</tr>
<tr>
<td>STORAGE ROOM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-STORAGE ROOM</td>
<td></td>
<td>Contains Refrigerator, Freezer and Ice Machine belonging to Lions</td>
</tr>
<tr>
<td>MAINTENANCE CLOSET</td>
<td>6' x 8'</td>
<td>On the front deck</td>
</tr>
<tr>
<td>COVERED DECK</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOVE BUILDING PARKING LOT</td>
<td></td>
<td>N. parking lot can be restricted for LOVE Building Use only</td>
</tr>
</tbody>
</table>
# Equipment Inventory

## ASSEMBLY HALL/DINING ROOM

<table>
<thead>
<tr>
<th>ITEM</th>
<th>OWNER</th>
<th>CONDITION 8/1/16</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISPLAY CASE (near Table Room)</td>
<td>LIONS</td>
<td>FAIR</td>
</tr>
<tr>
<td>DISPLAY CASE (near Chair Room)</td>
<td>LIONS</td>
<td>FAIR</td>
</tr>
<tr>
<td>PA SYSTEM</td>
<td>CITY</td>
<td>NEW</td>
</tr>
<tr>
<td>LED LIGHTING</td>
<td>CITY</td>
<td>NEW</td>
</tr>
<tr>
<td>FIRE EXTINGUisher (near Back Door)</td>
<td>CITY</td>
<td>CHARGED</td>
</tr>
<tr>
<td>FIRE EXTINGUisher (near Front Door)</td>
<td>CITY</td>
<td>CHARGED</td>
</tr>
</tbody>
</table>

## KITCHEN

<table>
<thead>
<tr>
<th>ITEM</th>
<th>OWNER</th>
<th>CONDITION 8/1/16</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNDER COUNTER ICE MAKER – Ice-O-Matic</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>SERVING COUNTER - Custom</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>GAS RESTAURANT RANGE - Garland</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>UNDER COUTNER HI-TEMP WAREWASHER, Hobart US Foodservice</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>SPLASH MOUNT PRE-RINSE FAUCET – Fisher</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>REACH IN REFRIGERATOR – True Food Service</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>UNDERCOUTNER FREEZER – True Food Service</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>WALL MOUNT HAND SINK – Advance tabco</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>PREP SINK - Custom</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>EXHAUST HOOD (TUPE I) AND S/S WALL LINING – Captive Aire , FIRE SYSTEM – Ansul</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>GARBAGE DISPOSER - Salvajor</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>WALL SHELF - Custom</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>WALL MOUNTED STORAGE CABINET - Custom</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>POT FILLER - Fisher</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>CHEF’S COUNTER W/STORAGE BELOW - Custom</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>3-STACK UTENSIL DRAWER UNIT - Custom</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>MICROWAVE OVEN SHELF – Win-Fab</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>MICROWAVE OVEN - ACP</td>
<td>CITY</td>
<td>New</td>
</tr>
</tbody>
</table>

## MEN’S RESTROOM

<table>
<thead>
<tr>
<th>ITEM</th>
<th>OWNER</th>
<th>CONDITION 8/1/16</th>
</tr>
</thead>
<tbody>
<tr>
<td>URINALS - PORCELAIN (2)</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>TOILETS – PORCELAIN (1) HDCP.</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>SINK – PORCELAIN WALL MOUNT (1) HDCP. W/MIRROR</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>PAPER TOWEL DISPENSER (1)</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>CHANGING TABLE (1)</td>
<td>CITY</td>
<td>New</td>
</tr>
</tbody>
</table>
### EXHIBIT “D”

**WATER HEATER**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>OWNER</th>
<th>CONDITION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CITY</td>
<td>New</td>
</tr>
</tbody>
</table>

### WOMEN’S RESTROOM

<table>
<thead>
<tr>
<th>ITEM</th>
<th>OWNER</th>
<th>CONDITION 8/1/16</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOILETS – PORCELAIN (1) STD., (1) HDCP.</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>SINK – PORCELAIN WALL MOUNT (1) HDCP. W/MIRROR</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>PAPER TOWEL DISPENSER (1)</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>MIRROR, Additional</td>
<td>CITY</td>
<td>New</td>
</tr>
<tr>
<td>CHANGING TABLE (1)</td>
<td>CITY</td>
<td>New</td>
</tr>
</tbody>
</table>

### CUSTODIAL CLOSET

<table>
<thead>
<tr>
<th>ITEM</th>
<th>OWNER</th>
<th>CONDITION 8/1/16</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOP SINK W/MOP HANGER</td>
<td>CITY</td>
<td>Good</td>
</tr>
</tbody>
</table>
EXHIBIT "D"

KEY ISSUANCE
GCCS acknowledges receipt of the following keys:

C3 ENTRY KEY (qty. 4)
C3 KITCHEN KEY (qty. 4)
C7 ELECTRICAL PANEL KEY (qty. 3)
C7 GAS CONTROL VALVE KEY (qty. 3)
C7 MAINTENANCE CLOSET KEY (qty. 3)

The two (2) generator panels will be D2 keys and will not be supplied to GCCS.

LIONS STORAGE KEY LIONS BAR STORAGE KEY
Keys for the Storage and Bar Storage, if needed, will be arranged for with LIONS.

OCCUPANCY RATINGS
ASSEMBLY (CHAIRS ONLY) = 320, DINING (TABLES AND CHAIRS) = 145, STANDING = 445
EXHIBIT E

CITY OF GRASS VALLEY
Community Development Department

CDBG MONITORING PROGRAM

For the Love Building / 13-CDBG-8949
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<th>Page</th>
</tr>
</thead>
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<td>3</td>
</tr>
<tr>
<td>III. CDBG PERMIT CONDITIONS</td>
<td>4</td>
</tr>
<tr>
<td>IV.  MONITORING COMPLIANCE</td>
<td>6</td>
</tr>
<tr>
<td>V.   MONITORING CHECKLIST</td>
<td>7</td>
</tr>
</tbody>
</table>
I. GOLD COUNTRY COMMUNITY CARE

The City of Grass Valley has entered into a lease with Gold County Community Services (GCCS) (effective June 9, 2013) for the LOVE Building. Gold Country Community Services (GCCS) is a non-profit organization that has provided a variety of programs and services to Western Nevada County residents since 1976. GCCS is most commonly known for providing programs like Meals on Wheels and the Senior Firewood Program. As a service to the community, in accordance with the lease agreement, GCCS assumed responsibility for operating the LOVE Building in Condon Park offering several types of community events (See Activity Registration Form, Senior Café Nutrition Program and CGCC Annual Membership Applications attached herewith as Attachments 1, 2 & 3).

II. CDBG FUNDED PROJECT

The City of Grass Valley has been awarded $400,000 of CDBG funds to renovate the existing ±3,360 square foot public facility to accommodate the need for a community center. Currently, Grass Valley lacks any type of community facility or center to serve the needs of the community. The most feasible way for the City to accommodate this need is to rehabilitate the LOVE Building, located at Condon Park. The proposed rehabilitation efforts will provide federally compliance ADA access to and throughout the building, energy efficiency, more useful activity space, and ADA compliant parking. Each of these improvements addresses the specific recommendations made in the 2010 Senior Center Report sponsored by the California Commission on Aging.

Once the rehabilitation project is complete, the following services will be offered by GCCS in the LOVE Building: congregate meals, Medicare counseling, health screening, information referral, and exercise classes. In addition, Gold Country Community Services (GCCS) will provide community based recreation programs to promote health, fitness, and several well-being classes. These programs will be conducted Monday through Friday, between the hours of 8:00 a.m. and 4:00 p.m. The City estimates the Community Center will provide services to meet the needs of 120 persons per week; 90 or 75% of those individuals are expected to have Low/Moderate incomes (60 seniors, 10 adults, 20 youth).

The rehabilitation of the LOVE building will include:

1. Replace existing HVAC system with one that is appropriately sized and meets ENERGY STAR criteria.
2. Replace single pane windows with dual pane low-e windows.
3. Replace and relocate existing exterior doors and thresholds to meet ADA compliance.
4. Replace existing interior doors.
5. Replace existing flooring to remove trip hazards.
6. Remodel ceiling deck, stairs and railings to provide ADA accessibility and upgrade safety.
7. Replace restroom partitions and install ADA compliant fixtures.
8. Upgrade electrical panel as needed to meet load requirements.
9. Replace existing water heater to meet ENERGY STAR criteria.
10. Install ADA compliant parking and ramp to the building.
11. Installation of a commercial kitchen (Note: This work, in the amount of $300,000 has been added to the original scope of work and will be funded with Program Income in accordance with the City’s Standard Agreement)

III. CDBG PERMIT CONDITIONS

Program activities under the 13-CDBG-8949 Agreement (hereinafter referred to as “Agreement” must meet an eligible CDBG National Objective, authorized under Title I of the Housing and Community Development Act of 1974, as amended (hereinafter “HCDA” or “The Act”).

Upon completion of the rehabilitation funded by the Agreement, the Grantee (City of Grass Valley), must be able to meet one of the two National Objectives outlined below:

Special Conditions imposed on the Agreement stipulate that:

**By contract expiration date, CDBG eligible public services must be operating within the Love Building. City must submit plan for Department approval showing how the City intends to meet this requirement.**

National Objective Criteria:

In accordance with the Agreement, the program(s) and use of the Love Building from Monday through Friday from 8:00 a.m. to 4:00 p.m. is required to benefit 51% low-or moderate-income (LMI) person(s) or household(s) as defined by HUD. The term low- or moderate-income is defined under CDBG as no more than 80 percent of the median area income, as determined by HUD, per Federal Regulations 24 CFR, Part 570.483(b).

According the approved application, and based upon census tract information, an estimated 6,704 low-moderate income persons reside in the program activity service area.

In addition, GCCS provides programs and services which qualify for a limited clientele activity. A LMI income limited clientele activity is a program or service that provides benefits to a specific group of persons rather than everyone in an area generally. It may benefit a particular group of persons without regard to the area in which they reside, or it may be an activity that provides a benefit on an area basis but only to a specific group of persons who reside in the area. In either case, at least 51 percent of the beneficiaries of the activity must be LMI persons;

To qualify under this sub-category, a Limited Clientele activity must meet one of the following tests:

1. Exclusively benefit a clientele who are generally presumed by HUD to be principally LMI income persons. The following groups are currently presumed by HUD to be made up principally of LMI income persons:
   - Abused children
   - Elderly persons
• Battered spouses
• Homeless persons
• Adults meeting Bureau of Census’ definition of severely disabled adults
• Illiterate adults
• Persons living with the disease AIDS, and
• Migrant farm workers

2. Require information on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed LMI limit.

OR

3. Be of such nature and in such location that it may be reasonably concluded that the activity’s clientele will primarily be LMI persons.

IV. MONITORING COMPLIANCE

In accordance with the CDBG approved Agreement, the City of Grass Valley is required to monitor the use of the LOVE building for a **five year period during the operating hours of 8 a.m. to 4 p.m.** During this five year monitoring period, the City of Grass Valley must document the use of the building by those individuals meeting the above criteria for both the Low & Moderate Income Area as well as the Low & Moderate Limited Clientele. To document the clients being served by the GCCS program meet the above noted criteria, the attached checklist will be used together with the applications provided by GCCS (See Activity Registration Form, Senior Café Nutrition Program and CGCC Annual Membership Applications attached herewith as **Attachments 1, 2 & 3**).

**The City of Grass Valley Community Development Department will review this information and submit its findings on a quarterly basis to:**

Department of Housing & Community Development  
Division of Financial Assistance  
Community Development Block Grant (CDBG) Program  
2020 W. El Camino Avenue, Suite 500 (95833)  
P.O. Box 952054  
Sacramento, CA 94252-2054  
(855-333-2324  
FAX (916) 263-2762
## V. MONITORING CHECKLIST

_City of Grass Valley Monitoring of National Objectives of Low & Moderate Income Benefit Area_

<table>
<thead>
<tr>
<th>Name of Program Participant:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Activity Name, IDIS Activity, Number, and Brief Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Reviewer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Does the program and activities offered benefit the residents located within the service area (City of Grass Valley Census Tract data source: [http://www.hud.gov/offices/cpd/systems/census/ca/](http://www.hud.gov/offices/cpd/systems/census/ca/)) where at least 51% are low-and moderate income persons as specified in the initial application?  

   **Describe basis for conclusion:**

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2. If the activity is a facility or service, are fees charged?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe basis for conclusion:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. If yes, how much is charged to use the facility or service?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe basis for conclusion:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. If fees are charged, do they appear excessive so as to preclude low-and moderate-income persons from using the facility or service [24 CFR 570(b)(2)]?

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Describe basis for conclusion:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. Is there substantial evidence that the activity fails to continue to benefit low-moderate income persons in the identified service area?

   \textbf{Describe basis for conclusion:}

   

6. Does the activity continue to meet the national objective criteria for serving a low-and moderate income area?

   \textbf{Describe basis for conclusion:}
<table>
<thead>
<tr>
<th>Name of Program Participant:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Activity Name, IDIS Activity, Number, and Brief Description:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Name of Reviewer</th>
<th>Date</th>
</tr>
</thead>
</table>
1. Does the program continue to serve a limited clientele category as specified in the initial application?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**Describe basis for conclusion:**

2. If the activity is classified as presumed benefit, do the program participant’s files have documentation showing that the activity is limited to one or a combination of the eight population segments presumed to be low-and moderate income by HUD [24 CFR 570.208(a)(2) and 24 CFR 570.506(b)(3)(i)]?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

**Describe basis for conclusion:**
3. If yes, what segment(s) of the population is/are served by the activity?

   **Describe basis for conclusion:**

<table>
<thead>
<tr>
<th>Yes □</th>
<th>No □</th>
</tr>
</thead>
</table>

4. Do the program participant’s files have documentation to support that all persons benefiting are low-and moderate income?

   **Describe basis for conclusion:**

<table>
<thead>
<tr>
<th>Yes □</th>
<th>No □</th>
</tr>
</thead>
</table>
5. Is the information on income status of participants being requested, updated or properly assessed.

| Describe basis for conclusion: |

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. Upon inspection of the facility/service, does the activity predominately or exclusively benefit low-moderate income persons, based upon the category of presumed benefit selected by the program participant?

| Describe basis for conclusion: |

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
7. Is the activity properly classified as limited clientele?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Describe basis for conclusion:**

---

**ATTACHMENTS:**

- **Attachment 1** – Activity Registry Form
- **Attachment 2** – Senior Café Nutrition Program
- **Attachment 3** – Gold Country Community Services Annual Membership Application
Gold Country Community Services, Inc.
Senior Nutrition | Senior Firewood
Activities · Classes · Events

Food ~ Firewood ~ Fun

ACTIVITY REGISTRATION FORM
Submit completed form and participation fee to Gold Country Community Services.

Activity: ____________________________ Activity Date: ____________
Participant’s Name: ____________________________ Sex: M or F DOB: ___/___/___
Home Phone: ____________________________ Cell Phone: ____________________________
Address: ____________________________
City: ____________ State: ______ Zip: _______ Email: ____________________________
Emergency Contact: ____________________________ Phone: ____________________________
Are there any medical issues that instructors should be made aware of? Yes or No
If Yes, please explain: ____________________________

PARTICIPANT WAIVER

The undersigned voluntarily agrees to participate in the program or activity listed above sponsored by
Gold Country Community Services on the date or dates listed above.

The undersigned recognizes that Gold Country Community Services has not undertaken any duty
or responsibility for his or her safety and the undersigned agrees to assume the full responsibility for
all risk of bodily injury, death, disability, and property damage as a result of participating in the
program or activity listed above. The undersigned recognizes that these risks include but are not
limited to sprains, strains, infection, heat exhaustion, paralysis, and death.

By my signature, I hereby state that I understand the risks involved in participating in the program or
activity listed above and willingly and voluntarily accept these risks. By my signature, I hereby
surrender any right to seek reimbursement from Gold Country Community Services and its
directors, officers, employees, volunteers and other agents and the City of Grass Valley or their
sponsors for injury sustained and liability incurred during my participation in the activity described
above. By my signature, I warrant that I am not relying on any oral representations, statements or
inducement apart from the statements made on this form.

By signing below, the parties confirm that they have read, understand, and consent to the terms of
this waiver agreement.

Participant’s Printed Name: ____________________________ Signature: ____________________________ Date: __________
GCSC Representative: ____________________________ Signature: ____________________________ Date: __________

NOTE: The signature of a parent or guardian is required for those participants under the age of eighteen (18) years.
I have read and I understand the above waiver and release of claims and execute the same on behalf of my child.

Signature: ____________________________ Date: __________
Address: ____________________________ Phone: ____________________________

C:\Users\lance\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\TQAGVSTF\Activity Registration-Ind-2014.docx 5/14/2015
**Gold Country Community Services – Senior Café Nutrition Program**

Please complete this form to the best of your ability. Items marked with an asterisk (*) are required.

<table>
<thead>
<tr>
<th><em>First Name:</em></th>
<th><em>Last Name:</em></th>
<th>Mi:</th>
<th>Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street/Address:</th>
<th>City:</th>
<th><em>County:</em></th>
<th><em>Zip Code:</em></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Nevada</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>*Birth Date (mm/dd/yy):</th>
<th>*Age:</th>
<th>Marital Status:</th>
<th><em>Sex:</em></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>□ Single □ Married □ Domestic Partnership □ Divorced □ Widowed □ Female □ Male</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Alternate Contact Name:</th>
<th>Address:</th>
<th>Relationship:</th>
<th>Emergency Contact Name:</th>
<th>Address:</th>
<th>Relationship:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>*Living Arrangement # of household members</th>
<th>*What is your approximate household income?</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Declined to State</td>
<td>$________ per □ month □ year □ Declined to State</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>*Ethnicity (Check One)</th>
<th>Language:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hispanic: □ Yes □ No □ Declined to State</td>
<td>□ English speaking □ Need interpreter</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>*Race: (Check One)</th>
<th>*Nutritional Assessment (check Yes, No, or Decline to State for each question):</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ White</td>
<td>a) Do you have an illness or condition that changes the kind and/or amount of food eaten? (2)</td>
</tr>
<tr>
<td>□ Black</td>
<td>b) Do you eat fewer than 2 meals per day? (3)</td>
</tr>
<tr>
<td>□ American Indian/Alaska Native</td>
<td>c) Do you eat fewer than 2 daily servings of fruits, vegetables, and milk products? (2)</td>
</tr>
<tr>
<td>□ Asian Indian</td>
<td>d) Do you have 3 or more drinks of beer, liquor, or wine almost every day? (2)</td>
</tr>
<tr>
<td>□ Cambodian</td>
<td>e) Do you have tooth or mouth problems that make it hard to eat? (2)</td>
</tr>
<tr>
<td>□ Chinese</td>
<td>f) Do you sometimes not have enough money to buy food? (4)</td>
</tr>
<tr>
<td>□ Filipino</td>
<td>g) Do you eat alone most of the time? (1)</td>
</tr>
<tr>
<td>□ Hawaiian</td>
<td>h) Do you take three or more prescribed or over the counter drugs a day? (1)</td>
</tr>
<tr>
<td>□ Samoan</td>
<td>i) Without wanting to, have you lost or gained 10 pounds or more in the past 6 months? (2)</td>
</tr>
<tr>
<td>□ Other Pacific Islander</td>
<td>j) Are you NOT always physically able to shop, cook, and/or feed yourself? (2)</td>
</tr>
</tbody>
</table>

**Total Score Today**

(0-2: low risk; 3-5 moderate risk; 6 or more high risk)

<table>
<thead>
<tr>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

I understand that the information I am providing on this form is for registration purposes. I understand it will be kept confidential and that the Area Agency on Aging and service providers may use it to help identify other services for which I may qualify.

Signature of participant or person completing the form

Date

---

For Office Use Only:

<table>
<thead>
<tr>
<th>Unique Participant ID:</th>
<th>Intake Date:</th>
<th>Eligibility: □ Age 60+ □ Spouse of ENP Participant</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>□ Disabled person residing where the congregate site is located</td>
</tr>
<tr>
<td>Referral by:</td>
<td>Staff:</td>
<td>□ Disabled person who resides with and accompanies an ENP participant</td>
</tr>
<tr>
<td>Beginning Date:</td>
<td>Termination Date:</td>
<td>□ Volunteer (volunteer information should not be entered into Q)</td>
</tr>
</tbody>
</table>

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3/3/2015

5/38
**Race**: (check only one box)  
[ ] White  [ ] Black  [ ] American Indian/Alaska Native  
[ ] Asian Indian  [ ] Cambodian  [ ] Chinese  [ ] Filipino  [ ] Japanese  [ ] Korean  [ ] Laotian  [ ] Vietnamese  
[ ] Other Asian  [ ] Guamanian  [ ] Hawaiian  [ ] Samoan  [ ] Other Pacific Islander  
[ ] Multiple Race  [ ] Other Race: __________________________  [ ] Declined to State

**Ethnicity**: (check one)  
[ ] Hispanic/Latino  [ ] Not Hispanic/Latino  [ ] Declined to State

**Rural Status**: (determine from Zip code)  
[ ] Rural  [ ] Urban  [ ] Declined to State

**Poverty Status**: (calculate from household income)  
[ ] At or Below 100% of the Federal Poverty Level (FPL)  [ ] Above 100% of the FPL  [ ] Declined to State

**Living Status**:  
[ ] Lives Alone  [ ] Does Not Live Alone  [ ] Declined to State

**Nutritional Risk Status**: (for each item, circle the number in the appropriate column)  

| a) Person has an illness or condition that changes the kind and/or amount of food eaten? (2) |  |  |  |
| b) Eats fewer than 2 meals per day? (3) |  |  |  |
| c) Eats fewer than 2 daily servings each of fruits, vegetables and milk products? (2) |  |  |  |
| d) Has 3 or more drinks of beer, liquor, or wine almost every day? (2) |  |  |  |
| e) Has tooth or mouth problems that make it hard to eat? (2) |  |  |  |
| f) Does not always have enough money to buy the food needed? (4) |  |  |  |
| g) Eats alone most of the time? (1) |  |  |  |
| h) Takes three or more prescribed or over the counter drugs a day? (1) |  |  |  |
| i) Without wanting to, lost or gained 10 pounds in the past 6 months? (2) |  |  |  |
| j) Not always physically able to shop, cook and/or feed self? (2) |  |  |  |

*(High Nutritional Risk = 6 or more points)  
Total Points: *

**General Assessment:**

| 1. Does the oven and/or microwave work? | Answer | Comments |
| 2. Does the refrigerator keep food < 40 degrees? | | |
| 3. Does the freezer keep food below 0 degrees? | | |
| 4. Is the client eating all of the meals? If no, why not? | | |
| 5. Does the client's home have adequate heating and air? | | |
| 6. In an emergency, does client need assistance to evacuate? | | |
| 7. How does client manage on weekends and holidays? | | |
| 8. Is the client in need of emergency meals and/or holiday meals? | | |

**Referral(s) Made On (Date):**

**Notes:**

I certify that the information above is true and accurate to the best of my knowledge. I understand the information I am providing will be kept confidential and that it may be used to identify other services for which I qualify. I also provide GCCS Meals on Wheels with consent to call my Emergency Contact at their discretion to discuss my health & wellbeing.

Signature of the client (Not required by A4AA) ___________  
Intake completed by (staff person's name) ___________  
Date ___________
Gold Country Community Services: Annual Membership
PO Box 968, Grass Valley, CA 95945
Phone: (530)273-4961 * Email: info@goldcountryservices.org

Today's Date_________________ This is a: ○ New Membership ○ Renewal

Enclosed is a check for the amount of: ○ $30.00 ~ Individual□
Make checks payable to ○ $50.00 ~ Family
Gold Country Community Services ○ Other ~ ________

First Name: ______________________ Last Name: ______________________
Address: ________________________
City: __________________________ State: ___________ Zip: ___________
Phone: (___)__________________ Email: ______________________

If Family Membership, list all names: _____________________________________

For office use only:

Received by: ____________________ Date: ____________________
Check #: ____________________ Amount: $ ___________ Receipt #: ____________________
Start Month/Year: _______________ End Month/Year: _______________

Gold Country Community Services: Annual Membership
PO Box 968, Grass Valley, CA 95945
Phone: (530)273-4961 * Email: info@goldcountryservices.org

Today's Date: ________________ This is a: ○ New Membership ○ Renewal

Enclosed is a check for the amount of: ○ $30.00 ~ Individual□
Make checks payable to ○ $50.00 ~ Family
Gold Country Community Services ○ Other ~ ________

First Name: ______________________ Last Name: ______________________
Address: ________________________
City: __________________________ State: ___________ Zip: ___________
Phone: (___)__________________ Email: ______________________

If Family Membership, list all names: _____________________________________

For office use only:

Received by: ____________________ Date: ____________________
Check #: ____________________ Amount: $ ___________ Receipt #: ____________________