



**FORESTHILL VETERANS MEMORIAL HALL
Special Meeting Agenda
July 13, 2020 at 5:00 PM
24601 Harrison Street, Foresthill, CA**

Board of Trustees

Richard Murray
VFW Post 11294

James Gotcher
VFW Post 11294

Rick Velgos
American Legion Post 587

Ron Roussey
American Legion Post 587

Cindy Gustafson
Board of Supervisors

Alternates

James Myers
American Legion Post 587

Stephanie Nimitz
American Legion Post 587

Vacant
VFW Post 11294

Vacant
VFW Post 11294

Non-Voting Members:

Vicki Haskins Campbell
Member-at-Large

Gail McCafferty
American Legion Aux. 587

Alternate

Brianna Lemas
American Legion Aux. 587

1. Call Meeting to Order

2. Pledge of Allegiance

3. Roll Call

4. Approval of Minutes

- a. Minutes from March 2, 2020. (Attachment)

5. Information / Non Action Items

- a. PG&E Public Safety Power Shutoff License Agreement (Attachment)

6. Public Comment

- a. Any member of the public may address the Hall Board regarding items not on this Agenda. The number to call in to listen is:

**+1 619-483-4068
Conference ID: 647 761 563#**

It is requested that comments be brief, since the Board is not permitted to take any action on items addressed under Public comment. Agenda Items should be submitted at least 2 weeks in advance for consideration. Please contact the Hall Coordinator at 2855 2nd Street Auburn, CA 95603 or by email to foresthillhall@placer.ca.gov

7. Announcements

- a. Next regularly scheduled meeting date: September 14, 2020.

8. Adjournment

Placer County is committed to ensuring that persons with disabilities are provided the resources to participate fully in public meetings. If you require disability-related modifications or accommodations, including auxiliary aid or services, to attend or participate in this meeting, please contact Facilities via the below methods. Requests should be made three (3) working days in advance whenever possible. Agenda and Attachments for the above referenced meeting can be viewed at the following link: <http://www.placer.ca.gov/halls>.

Facilities Management ▪ Building Maintenance Division ▪ 11476 C Ave ▪ Auburn, CA 95603
(530) 886-4958 office ▪ (530) 889-6859 fax ▪ ForesthillHall@placer.ca.gov



Foresthill Hall Board Minutes: March 2, 2020

1. Meeting called to order @ 6:02pm by Chair Rich Murray
2. Pledge of Allegiance
3. Roll Call- Present: Rick Velgos, Ron Roussey, Rich Murray, James Gotcher, Supervisor Gustafson, Vicki Haskins Campbell, Gail McCafferty.
Placer Co Facility Svs: Brad Boulais. Temp Agency Custodian: Bree McCollam,
4. Minutes from January 6, 2020 Meeting (Attachment): Approved. Gotcher / Velgos / unanimous.
5. Public Comment: NONE
6. Information / Non-Action Items:
 - a. Review Work Order / Custodial Hours Report (Attachment): Reviewed; no questions.
 - b. Review Foresthill Park & Memorial Hall Projects (Attachment): Discussion on Log Maintenance; new Project Mgr with County; Contract renewal will include an onsite review; Rich would like to be notified when scheduled. Note kitchen hood to be removed from list; Ron asks that Park items not be included on this report.
 - c. Snow Gutters Follow-up: Area is redone & repainted; project completed.
 - d. Stage Refinishing Follow-up: Brad reports that project should be reviewed by a contractor; important to have insurance coverage which would not be in place with volunteer donated work; Brad will do follow up & report back.
 - e. Holding Security Deposit Checks Follow-up: Item has become a non-issue.
 - f. "First Right to Use" Follow-up: See discussion under 7. c.
7. Action Items:
 - a. Review / Modify / Ratify Building Maintenance Project List (Attachment): Review & discussion.
 - i. Lighting for the Flag Poles (Attachment): Discussion & review estimates on attachment of option #1 or option #2; Brad & Chair Rich have been in contact over the item; recommendation to go forward with option #1 being the ground mount.
Motion to approve Option #1 as noted in letter from Brad describing project detail.
Roussey / Gustafson / unanimous.
 - ii. Main Room Lighting Reconfiguration/Upgrade: Bree will label switches; suggestion to ask Foresthill Forum members to input; Electrician recommends complete rewire; this item is # 1 on Hall requests; Capitol Improvement Committee will make decisions in next month (April).
 - b. Consider Approval of Hanging Military Pictures (VFW Project): James Gotcher outlines scope of project in hall entry – pictures depicting service time, unit patches from members noting names & branch of service, plan to match existing shadow box, create visual personality area. Gail mentions lifetime resident Ralph Hoepfer's service uniform is available. Chair requests a prototype of project proposal. Supervisor Gustafson to investigate ownership

issue of items donated. Motion to move forward with project per discussion/presentation.
Gotcher / Roussey / unanimous.

- c. Use Fee Waivers for Post Members: Discussion. VFW & American Legion commanders will confer; desire to have a reduced fee & deposit of adequate amount; James Gotcher to follow up & report back to board with a written recommendation. Item tabled at this time.

8. Reports:

- a. Late-arriving correspondence: NONE
- b. Veterans Reports: New brick orders coming soon. Switch for speakers separates audio between main & back rooms.
- c. Hall Use Reports: Bree reports the calendar is busy. There have been a couple regular users who have not used the dates reserved for them. Chair requests custodian to keep a list to follow on. Boy Scouts have recently missed reserved dates; Bree to draft a letter for Chair to sign advising that non-use could mandate loss of regular user status.

9. Announcements:

- a. Next regularly scheduled meeting date: May 4, 2020. 6PM

10. Meeting adjourned @ 6:48pm

Submitted by: Vicki Haskins Campbell, Secretary

LICENSE AGREEMENT
(PUBLIC SAFETY POWER SHUTOFF)

This License Agreement ("**License Agreement**") is made and entered into this _____ day of _____ 2020 (the "**Effective Date**") by the COUNTY OF PLACER, a political subdivision of the State of California, hereinafter called "**COUNTY**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**." PG&E and COUNTY are sometimes hereinafter each singularly referred to as "**PARTY**" and collectively as "**PARTIES**".

R E C I T A L S:

A. COUNTY owns certain real property in the County of Placer commonly known as Foresthill Veterans Memorial Hall, at 24601 Harrison Street, Foresthill, CA, Assessor's Parcel Number 007-181-002-000, hereinafter called the "**Property**". The Property includes a parking lot ("**Parking Lot**") containing approximately 15+ parking spaces.

B. PG&E desires to partner with COUNTY in connection with a Public Safety Power Shutoff Event ("**PSPS Event**"). For purposes of this License Agreement, a "**PSPS Event**" means the existence of one or more environmental conditions creating extreme fire danger that results in the shutoff of power for public safety. Examples of PSPS Events include red flag warnings issued by the United States National Weather Service, low humidity levels, high winds, and dry vegetation.

C. The PARTIES desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with a PSPS Event.

NOW, THEREFORE, for good and valuable consideration, COUNTY and PG&E agree as follows:

1. Grant of License. Subject to the terms and conditions set forth in this License Agreement, COUNTY grants PG&E, and its employees, contractors, agents, and representatives ("**PG&E's Representatives**") and PG&E's customers the right to use the License Area described in **EXHIBIT A** attached hereto (the "**License Area**") and certain interior areas of the Property in connection with a PSPS Event, together with rights of ingress and egress to and from the License Area, and the right to use certain exterior areas of the Property as set forth below. All of the activities of PG&E and PG&E's Representatives pursuant to this License Agreement are referred to herein as "**PG&E's Activities**."

2. Use of License Area and Interior Common Areas of the Property. During Use Days (as defined in Section 5 below), PG&E and PG&E's Representatives and customers shall have the exclusive right to use the License Area as a customer resource center; excepting on days that the Property has been previously reserved for special events such as weddings and voting center, etc. (hereinafter "**Special Events**"). Special Events designation shall be determined at the COUNTY's sole discretion. PG&E's services to be provided in the License Area may include, among other things, providing PG&E customers with water and snacks and the ability to charge phones and get up-to-date information on outages. PG&E and PG&E's Representatives shall have the right to set up tables and chairs in the License Area. In addition to the exclusive use of the License Area, PG&E and PG&E's Representatives and customers shall have the

nonexclusive right, during Use Days, to use lobbies, hallways, stairways, elevators (if operational), restrooms, and other interior common areas of the Property. PG&E and PG&E's Representatives shall also have the right to install temporary directional signage in the common areas of the Property.

3. Staging Area; Parking.

(a) Staging Area. During Use Days, PG&E and PG&E's Representatives shall have the exclusive right to use the exterior area of the Property shown on **EXHIBIT A** (the "**Staging Area**") to support the operation of an indoor customer resource center in the case of a PSPS Event. PG&E and PG&E's Representatives shall have the right to set up tents, install trailers, portable toilets, temporary fencing, and temporary signage, park mobile vehicle units and other vehicles, and deliver and stage equipment, supplies and materials in the Staging Area.

(b) Parking. PG&E and PG&E's Representatives and customers shall have the non-exclusive right to park vehicles in portions of the Parking Lot shown on **EXHIBIT A** during Use Days.

(c) Personnel. PG&E, in its sole discretion, may elect to engage uniformed, unarmed personnel to be present in the Parking Lot and Staging Area during Use Days.

4. Generator. Subject to the terms and conditions of this Section 4, COUNTY grants PG&E and PG&E's Representatives a license to install, maintain, operate, repair, and replace a generator and related equipment (collectively, the "**Generator**") in the exterior area of the Property shown on **EXHIBIT A** attached hereto (the "**Generator Site**"). All generator installation and building modifications must be code compliant and permitted as required by applicable code. The generator will have sound attenuating enclosure and compliant with Level III operation at or below 70 d(B)A. PG&E will confirm that the Generator Site does not encroach on the street right of way and meets with applicable setback requirements. At PG&E's option, PG&E or PG&E's Representatives may install temporary fencing, bollards, or other barriers around the Generator Site. COUNTY grants to PG&E and PG&E's Representatives exclusive use of the Generator Site. PG&E anticipates that the Generator may remain in place from approximately June 1 until December 31 of each year, and PG&E and PG&E's Representatives shall have the right, without prior notice to COUNTY, to enter the Property at all times to access the Generator. COUNTY will have access to and the ability to use the Generator during power outages not associated with Use Days as defined in Section 5. COUNTY will be responsible for fueling and monitoring operation of the Generator when the Generator is in use for other than a Use Day. PG&E, at its expense, shall be responsible for obtaining all required permits for the Generator and complying with all laws relating to the Generator. Notwithstanding the definition of PG&E's Activities, the presence of the Generator on the Property and activities related to the Generator shall not be considered PG&E's Activities for purposes of determining Use Days, and PG&E shall not be required to pay any additional license fees or other sum in connection with the Generator. The Generator is solely for the benefit of PG&E and PG&E's customers. PG&E makes no representations or warranties to COUNTY regarding the operation, capacity, or condition of the Generator. Promptly after the expiration of the term of this License Agreement, PG&E or PG&E's Representatives shall remove the Generator and any barriers installed by PG&E or PG&E's Representatives.

5. Term. This License Agreement shall be for a term commencing on _____ (the "**Commencement Date**"), and expiring on December 31, 2029 (the "**Termination Date**"). Prior to the conclusion of the fifth fire season (December 31, 2024), either PARTY may provide written notice to the other PARTY that it wishes to terminate this License Agreement early. If this notice is given, such early termination shall take effect at the conclusion of the sixth fire season (December 31, 2025). If neither PARTY provides the early termination notice referenced herein, this License Agreement shall remain in effect through December 31, 2029. Notwithstanding the term of this License Agreement, PG&E anticipates that it will use the License Area and the Staging Area on an occasional basis, if at all, for periods of approximately two (2) to ten (10) days at a time. The days (including any partial days) during which any of PG&E's Activities are occurring in or on the License Area or the Staging Area are referred to herein as "**Use Days.**" During Use Days, PG&E shall have the exclusive right to use the License Area and the Staging Area twenty-four (24) hours per day.

6. License Fee. PG&E shall pay a license fee ("**License Fee**") of Three Hundred Fifty and no/100 Dollars (\$350.00) per day for each Use Day.

7. Priority Scheduling. PG&E shall give COUNTY at least twenty-four (24) hours' prior notice as defined in **EXHIBIT B** (the "**PSPS Notice**") of the dates and times that PG&E desires to access and use the Property in connection with a PSPS Event. Within four (4) hours after receipt of a PSPS Notice, COUNTY shall confirm receipt of the PSPS Notice and shall notify PG&E of any scheduled Special Events planned for the Property during those dates and times. PG&E's use of the Property in connection with a PSPS Event shall take priority over other uses and events – excepting Special Events. By June 1, COUNTY will provide PG&E notice of scheduled Special Events between July 1 and November 30 of the upcoming fire season. Only Special Events noticed by June 1 will take priority over a PSPS Event, except for voting center, which will take priority. If another use or event, deemed by the COUNTY as a non-Special Event, is scheduled at the Property that would conflict with PG&E's use of the Property during the dates and times specified in the PSPS Notice, COUNTY shall cancel such event and indemnify and defend PG&E from any and all Claims related to such cancellation. COUNTY acknowledges that PG&E may give COUNTY multiple PSPS Notices during any calendar year.

8. Use of License Area and Staging Area.

(a) As Is. PG&E accepts the License Area and the Staging Area "**AS-IS,**" "**WHERE-IS**" and "**WITH ALL-FAULTS,**" subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the License Area and the Staging Area. PG&E may request COUNTY to perform alterations, repairs, or improvements to the License Area and the Staging Area, but PG&E understands and agrees that COUNTY shall not be obligated to make any such alterations, repairs or improvements at any time. Except in the event of an emergency, PG&E shall not make any alterations, repairs or improvements to the Property without the prior written consent of COUNTY, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Use. PG&E shall exercise reasonable care in the conduct of PG&E's Activities in the License Area and the Staging Area. Without limiting the generality of the

preceding sentence, PG&E shall maintain the License Area and the Staging Area in reasonably neat and orderly condition during Use Days; provided, however, that COUNTY, as part of the License Fee and without additional compensation, shall provide all necessary janitorial services to the License Area and common areas during Use Days, including, but not limited to, removing trash and stocking restrooms with supplies. PG&E shall not use the License Area or the Staging Area or permit anything to be done in or about the License Area or the Staging Area during Use Days that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the License Area or the Staging Area. During Use Days, PG&E shall not allow the License Area or the Staging Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area or the Staging Area.

(c) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the Property in connection with PG&E's use or PG&E's Activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

(d) Restoration. Upon PG&E's ceasing to use the License Area and the Staging Area in connection with a particular PSPS Event, PG&E shall remove all personal property of PG&E from the License Area, remove all vehicles, personal property, debris and waste material of PG&E and PG&E's Representatives from the Staging Area, and repair and restore the License Area and the Staging Area as nearly as reasonably possible to the condition that existed prior to PG&E's entry hereunder.

9. Notices. All notices under this License Agreement shall be sent by email to the addresses set forth in **EXHIBIT B**. In addition, COUNTY will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in **EXHIBIT B**. **EXHIBIT B** shall be updated as needed to reflect current names and contact information.

10. Indemnity. Except to the extent caused by the negligence or willful misconduct of COUNTY, its officers, agents, or employees, PG&E shall indemnify, defend and hold harmless COUNTY and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") that are caused by PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E, PG&E's Representatives, or PG&E's customers under this License Agreement, including, but not limited to, Claims relating to (i) injury to or death of persons, including, but not limited to, employees of COUNTY or PG&E; (ii) injury to the property of COUNTY, and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. In no event, however, shall PG&E be liable for any indirect or consequential damages or for loss of profits or other revenue, loss of goodwill, or loss of use. The indemnification obligations of PG&E under this Section 10 shall survive the expiration or earlier termination of this License Agreement.

11. Insurance. PG&E shall at all times during the Term of this License Agreement, self-insure for PG&E's Activities pursuant to this License Agreement in accordance with **EXHIBIT C**.

12. Alterations to Property. COUNTY hereby grants PG&E and PG&E's Representatives the right to perform, at PG&E's expense, the alterations to the Property described in **EXHIBIT D** attached hereto. PG&E or PG&E's Representatives will coordinate the scheduling of the performance of such alterations with COUNTY.

13. Miscellaneous. This Section 13 includes the General Provisions set forth in **EXHIBIT E** and as follows:

(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the PARTY against whom it is asserted. The waiver of any provision of this License Agreement by a PARTY shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

(c) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(d) Authority. Each PARTY to this License Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this License Agreement, without the consent of any third party, and that the person signing below is authorized to bind such PARTY.

(e) Interpretation. This License Agreement shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement.

(f) Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

- EXHIBIT A** – License Area
 - Staging and Parking Lot Area
 - Generator Site
- EXHIBIT B** – Notices
- EXHIBIT C** – Statement of Self-Insurance Program
- EXHIBIT D** – ADA and Electrical Alterations
- EXHIBIT E** – General Provisions

(g) Electronic Signatures. This License Agreement may be executed by electronic signatures (*e.g.*, using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this License Agreement executed and delivered by

means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The PARTIES may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this License Agreement as if it were an original manually executed signature page.

(h) Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party. PG&E may only assign its interest in this Agreement with COUNTY's written consent, at COUNTY's sole discretion.

(i) Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the PARTIES and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This License Agreement may not be amended, except by a written agreement executed by both PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

"LICENSOR"

COUNTY OF PLACER,
a political Subdivision of the State of
California

By: _____

Name: _____

Its: _____

Date: _____

Approved as to Form

County Counsel

Date: _____

EXHIBIT A

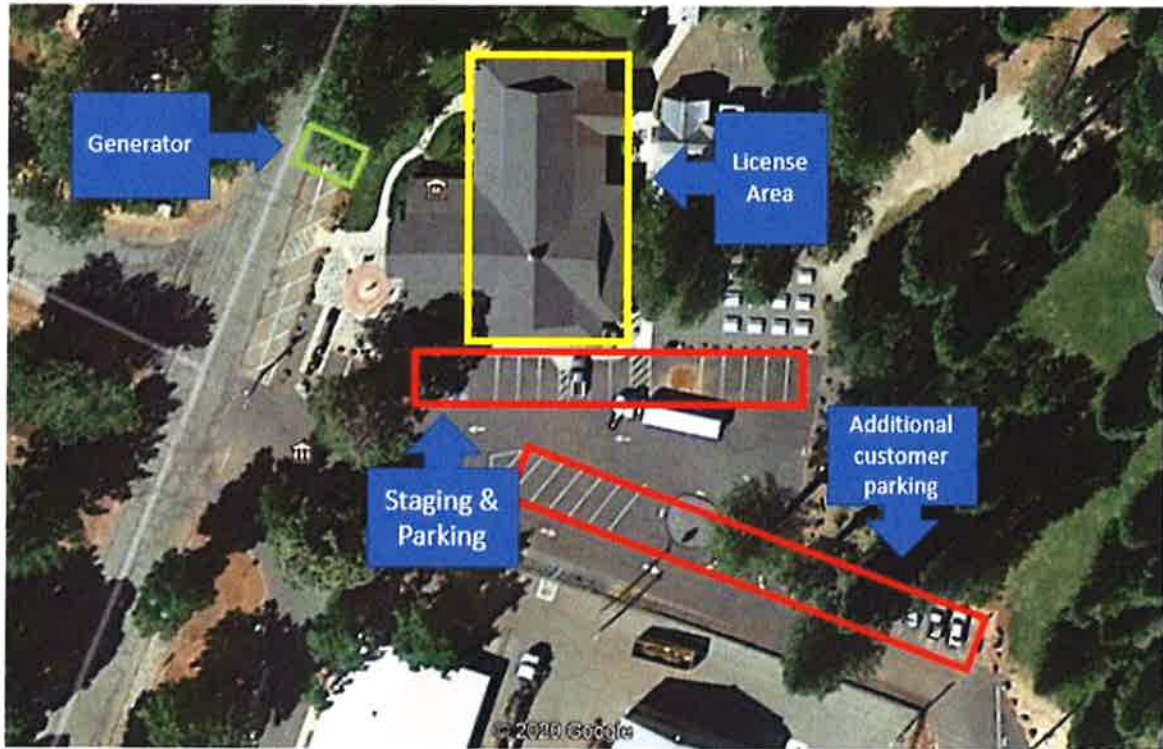


EXHIBIT B

NOTICES

TO COUNTY:

Any notice to COUNTY, including the notice to be given pursuant to Section 7 of the License Agreement, shall be emailed to:

Eric Findlay, Property Manager:

EFindlay@placer.ca.gov.

530-886-4900

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

Young (Rod) Rodriquez Emergency Services Coordinator _____

Placer County Office of Emergency Services _____

yrodrigu@placer.ca.gov _____

530-886-5300 main office 530-886-5340 24/7 OES Duty Office

Placer County Building Maintenance Division

530-308-0967 24/7 contact number

TO PG&E:

Any notice to PG&E, including the notice pursuant to Section 7 of the License Agreement shall be sent to Jessica Melton at the following email address: Jessica.Melton@pge.com, cc'ing CRCHelp@pge.com.

EXHIBIT C



EORM & Insurance Department
245 Market Street / N4S
4th Floor
San Francisco CA 94105

STATEMENT OF SELF-INSURANCE PROGRAM

May 1, 2019

Issued to: To Whom It May Concern

Re: Insurance requirements for Pacific Gas and Electric Company (PG&E) to use the location for a Community Resource Center in the event of a Public Safety Power Shutoff (PSPS) event.

This letter certifies PG&E is insured under a major risk management program with large self-insured retentions. The program provides coverage for the insurance types and limits reflected in the agreement which includes:

Commercial General Liability: \$5,000,000 each occurrence / \$5,000,000 aggregate
Employer's Liability: \$1,000,000 each accident
Business Auto Liability: \$1,000,000 each accident

Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers' Compensation. Our identification number for this purpose is 2-0012-01-099.

This letter shall remain in effect until the termination of the agreement.

*Please note a certificate of insurance is not applicable when an entity is self-insured, such as PG&E, and note there is no expiration date.


JANAIZE MARKLAND
Director of EORM & Insurance
Pacific Gas & Electric Company

EXHIBIT D

ADA AND ELECTRICAL ALTERATIONS

SCOPE OF ELECTRICAL WORK:

- INSTALL 400AMP AUTOMATIC TRANSFER SWITCH AT LEFT OF EXISTING MAIN
- CAMLOCKS TO BE ADDED ON RIGHT SIDE OF TRANSFER SWITCH
- TRANSFER SWITCH TO POWER 400AMP PANEL P1 RECEPTACLE TO BE ADDED FOR GENERATOR BATTERY CHARGER

ADA SCOPE OF WORK:

- Repairs needed to fill in the crumbling concrete at the access aisle in the ADA Parking Lot onto the path of travel to the main entrance
- Re-stripe the existing parking spaces marked as accessible to define the width of the space.
- Install wheel stops at the head of the accessible parking spaces.
- Provide a detectable warning surface which includes truncated domes for all paths of travel.
- Patch the transition area at the bottom of the curb ramp so that the transition is flush and free of abrupt changes.
- Parking Lot: Provide a compliant warning sign regarding unauthorized use of accessible parking spaces in the parking lot. Fill in the blank spaces which are required to furnish point of contact and telephone number for reclaiming towed vehicles with the appropriate information as a permanent part of the sign and maintain the currency of the information.
- Raise existing warning sign to a minimum of 36 inches from finish floor/grade
- Street Parking: Post a sign in a conspicuous place to the entrance of the parking lot, or immediately adjacent to and visible from each accessible parking space. The warning sign shall measure at least 17 inches by 22 inches in size and consist of lettering at least 1 inch in height that clearly and conspicuously states the following; "Unauthorized vehicles parked in designated accessible spaces not displaying distinguishing placards or license plates issued for persons with disabilities will be towed away at owner's expense. Towed vehicles may be reclaimed at ____ or by telephoning _____. Fill in the blank spaces with appropriate information as a permanent part of the sign and maintain the currency of the information.

EXHIBIT E

GENERAL PROVISIONS

1. **AMENDMENTS.**

No revision or amendment to this Agreement shall be valid unless made in writing and signed by duly authorized representatives of all PARTIES.

2. **STATUS OF EMPLOYEES.**

All persons performing services for PG&E shall be solely employees or contractors of PG&E and not employees of COUNTY, except those persons expressly and directly employed by COUNTY. Furthermore, PG&E is not an agent of COUNTY.

3. **CAPTIONS.**

The captions in this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section or paragraph of this Agreement. All references to section numbers refer to sections in this Agreement when affixed together shall constitute but one and the same instrument.

4. **SEVERABILITY.**

The invalidity of any term or provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof. Each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5. **FORCE MAJEURE.**

If any PARTY hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, or other cause without fault and beyond the control of the PARTY obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

6. **LEGAL VENUE.**

Venue for any disputes shall be the Superior Court for the State of California, in Placer County. The PARTIES hereby waive any federal court removal rights and/or original jurisdiction rights that they may have.

7. **AUTHORITY OF DIRECTOR.**

The Director of Facilities Management (Director), or designee, shall administer this Agreement on behalf of COUNTY. Unless otherwise provided herein or required by applicable law, the Director shall be vested with all rights, powers, and duties of COUNTY hereunder.

8. **DESTRUCTION OF PREMISES.**

COUNTY has no duty to rebuild if Premises are fully or partially destroyed, or otherwise rendered unusable. COUNTY may instead terminate this Agreement, at its sole discretion, by providing written notice of termination to PG&E.