



**COUNTY OF EL DORADO  
Procurement & Contracts**

ATTN: Purchasing Agent  
330 Fair Lane  
Placerville, CA 95667

**REQUEST FOR PROPOSALS #17-946-049**

**DUE: 10:00 a.m., July 18, 2017**

Sealed Proposals must be clearly marked on the outside of the package with:

**“RFP #17-946-049: MAILROOM DO NOT OPEN”**

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**LEASE OF COUNTY PROPERTY LOCATED AT  
542 MAIN STREET, PLACERVILLE, CALIFORNIA**

The County of El Dorado Office of Procurement and Contracts, on behalf of its Chief Administrative Office, Facilities Division (also referred to as “Facilities”), is requesting proposals for qualified non-profit organizations to submit Proposals to lease County owned property located at 542 Main Street, Placerville, California (“Property”).

This Request for Proposal (RFP) defines the scope of the lease and outlines the requirements that must be met by Proposers interested in leasing the Property. **Proposers are advised to read all sections of this RFP prior to submitting a proposal.**

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- Exhibit A Sample Lease Agreement

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## I. BACKGROUND

The County of El Dorado Office of Procurement and Contracts, on behalf of its Chief Administrative Office, Facilities Division (also referred to as “County”), is requesting proposals from **non-profit organizations that qualify for tax-exempt status pursuant to IRS Code 501(c)** to submit Proposals to lease County owned property located at 542 Main Street, Placerville, California (“Property”).

## II. PROPERTY OFFERED FOR LEASE

The subject Property consists of approximately three thousand, eight hundred forty (3,840) square feet of improved office space and common parking areas located at 542 Main Street, Placerville, California, APN #003-141-07. Property is being leased in “as is” condition.

The successful Proposer will be responsible for payment of all of the Property’s utility costs, including, but not limited to, garbage service, water, wastewater, electricity, natural gas, internet, possessory interest tax and interior and exterior maintenance costs of the building. The successful Proposer will also be responsible for payment of any indirect utility charges incurred by the County. The Lease Agreement may create a possessory interest, as described in Section 107 et seq. of the California Revenue and Taxation Code, in tax exempt property. If such an interest is created, it may be subject to property taxation and the party in whom the possessory interest is vested (e.g., successful Proposer) may be subject to the payment of taxes on such interest. In addition, the successful Proposer will be required to enter into a Lease Agreement subject to approval by the Board of Supervisors.

## III. PERMITTED USE OF LEASED BUILDING:

The Property is located within the City of Placerville and is zoned Commercial Business District (CBD). Any uses allowed under the City of Placerville CBD.

## IV. SCHEDULE FOR RFP PROCESS

May 9, 2017	Board of Supervisors Adopts Resolution of Intent to Lease Property and Releases the RFP
May 19, 2017 @ 5:00 p.m.	Deadline for Submittal of RFP Questions
May 29, 2017 @ 5:00 p.m.	County will Release Answers to Submitted RFP Questions
July 18, 2017 @ 9:30 a.m.	Proposals Due at Board of Supervisors Meeting
August 8, 2017 @ 9:30 a.m.	Selected Proposer Awarded by Board of Supervisors
September 1, 2017	Lease Commencement

## V. PROPOSAL CONTENT

Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use 8-1/2 x 11 sheets (foldouts are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 10 point. The original proposal and each subsequent copy must be submitted on paper, properly bound, appropriately tabbed and labeled in the following order:

1. **Cover Letter**: Provide a “cover letter” with an introduction of the non-profit including their purpose and vision along with the name, address, telephone and fax numbers, and email address of the contact person who will be authorized to make representations for the non-profit. The letter must be signed by an individual authorized to bind the firm contractually.
2. **Financial Capability**: A demonstrated financial ability of the non-profit as evidenced by submittal of:
  - a. A two (2) year historical financial profit and loss statement;
  - b. A two (2) year historical balance sheet;
  - c. A cash flow statement; and
  - d. The most recent three (3) years of federal tax returns.
3. **Minimum Rent**: Proposer to state proposed monthly base rent. The proposed rent does not include the utility payments which shall be the responsibility of the successful Proposer. Proposals should also include a proposed schedule of annual rent increases.
4. **Lease Term**: Proposer to state proposed minimum lease term and renewal options.
5. **Insurance**: The selected Proposal shall provide the following minimum insurance(see Exhibit “A” to the attached “Sample Lease Agreement” for a complete description of the required insurance terms):
  - a. A Worker’s Compensation insurance policy covering all employees and subcontractors of selected Proposer;
  - b. Comprehensive General Liability of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit naming the County of El Dorado, its officers, officials, employees and volunteers are included as additional insured; and
  - c. Automobile Liability Insurance of not less than \$1,000,000.00.
6. **References**: Provide a minimum of three (3) business references with contact names, phone numbers and email addresses.

## VI. PROPOSERS' QUESTIONS

Questions regarding this RFP must be submitted in writing via email to the Procurement & Contracts Office and must be received no later than **5:00 p.m. on May 19, 2017**. Email must be clearly labeled "**RFP #17-946-049: QUESTION**" and emailed to:

[linda.smith@edcgov.us](mailto:linda.smith@edcgov.us)

County reserves the right to decline a response to any question if, in County's assessment, the information cannot be obtained and shared with all potential organizations in a timely manner. A summary of the questions submitted, including responses deemed relevant and appropriate by County, will be emailed on or about **May 29, 2017**.

**Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the County Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Request for Proposal.**

## VII. PROPOSAL SUBMITTAL

Proposers must submit one (1) original document (labeled original) and three (3) copies of the proposal, along with any addenda, in a sealed envelope or container, clearly marked "**RFP #17-946-049 – MAIN STREET LEASE**" at the **Board of Supervisors Meeting on:**

**July 18, 2017 at 9:30 a.m.**

**330 Fair Lane  
Placerville, California 95667**

A Proposer may withdraw its final proposal at any time **prior** to the opening deadline date and time by submitting a written request for its withdrawal to the County Purchasing Agent, signed by an authorized agent of the firm. Proposers may thereafter submit a new or modified proposal **prior** to the opening deadline date and time. Modifications offered in any manner, oral or written, will not be considered.

Proposers submitting less than the required number of copies of their proposal will be rejected and considered "non-responsive". Proposals received beyond the deadline will not be considered, and will be returned unopened.

It is the responsibility of the Proposer to assure that the proposal is received in the Procurement & Contracts Division prior to the proposal opening deadline date and time. Proposals received beyond the proposal opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

**For questions regarding the Request for Proposal process, contact Linda Silacci-Smith, Sr. Department Analyst, at (530) 621-5417.**

## **VIII. EVALUATION CRITERIA**

The following criteria will be utilized for the purpose of determining the most qualified non-profit Proposer:

1. The financial ability of the Proposer to Lease the building = 20 Points
2. The proposed use of the Building = 60 Points
3. The proposed lease rent and length of lease terms = 10 Points
4. Positive references = 10 Points

## **IX. REVIEW OF PROPOSALS**

Proposals will be reviewed by a committee. The committee will determine which Proposal best suits the needs and requirements of the County. While proposed rental income will be a factor, the Proposal that is chosen may not be the highest rent. The County recognizes that each proposal will be unique, and contain a variety of variables that cannot be precisely compared with other Proposals. Therefore, the County will be the sole judge in determining which Proposal, if any, suites the County's needs, and the County reserves the absolute right, in its discretion, to reject any and all Proposals.

## **X. SELECTION CRITERIA**

The selection of a successful Proposer is anticipated to occur through the process outlined herein and based on the described selection criteria and submittal requirements. A committee will open and review the sealed Proposals, evaluate the Proposals for compliance with the submittal requirements and determine which proposal is more desirable and most qualified. The most desirable and qualified proposal will be recommended to the County of El Dorado Board of Supervisors for final decision at a public hearing to be held on August 8, 2017 at 10:00 a.m.

## **XI. REJECTION OF PROPOSALS**

Prospective Proposers interested in being considered must submit a Proposal in compliance with this notice. Failure to meet the minimum requirements of the RFP shall be cause for rejection of the Proposal. County reserves the right to reject any or all Proposals.

County may reject a Proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. County may waive immaterial deviation in a Proposal. Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

## **XII. VALID OFFER**

Proposals shall remain valid for one hundred twenty (120) days from the due date. County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of County or to otherwise revise the scope of this RFP.

This RFP does not constitute a contract nor an offer of a Lease. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

## **XIII. COUNTY'S RIGHTS**

County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one contract if it is in the best interest of County.
8. Interview Proposers prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

## **XVI. LEASE AWARD**

Award shall be recommended to the Proposer whose proposal best meets the needs of County. County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents.

Response and selection of a Proposal will not necessarily result in a contract with the County of El Dorado. Proposal opening does not constitute awarding of a contract. Contract award is by action of the El Dorado County Board of Supervisors and is not in force until fully executed by that Board.

#### **XV. CONFLICT OF INTEREST**

Prospective Proposers warrant and covenant that no official or employee of County, or any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to County. Prospective Proposer's Proposal shall contain a statement to the effect that the Proposer is not currently committed to another project that would constitute a conflicting interest with the Project defined in this Request for Proposal (RFP).

#### **XVI. PUBLIC RECORDS ACT**

All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a Contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information **separately** as part of your response package

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

**XVII. BUSINESS LICENSE REQUIREMENT**

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate (M/F/H).

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers may be required to possess a County business license to award contract.

The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate.

***Your participation in the RFP process is important to El Dorado County!***



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**542 MAIN STREET, PLACERVILLE, CALIFORNIA**

**LEASE AGREEMENT #XXX-L1811**

**THIS LEASE** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the **COUNTY OF EL DORADO** (hereafter “Lessor”), a political subdivision of the State of California, and \_\_\_\_\_, a California Nonprofit Corporation, lawfully doing business in the State of California (herein “Lessee”).

**RECITALS**

**WHEREAS**, the real property referred to as 542 Main Street, Placerville, California (APN 003-141-07), approximately three thousand, eight hundred forty square feet of improved office space and common parking areas (“Property”) and is owned by Lessor; and

**WHEREAS**, Lessee desires to lease the Property from Lessor for the purpose of \_\_\_\_\_ in the building benefiting the residents of El Dorado County; and

**NOW, THEREFORE**, the parties agree to the terms and conditions set forth below.

**AGREEMENT TERMS**

- 1. Lease.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Property. Lessee acknowledges that the Leased Property is the property of Lessor and that Lessee has only the right of possession and use thereof upon the terms, covenants and conditions set forth in this Lease.
- 2. Term of Agreement.** The initial term of this Lease shall commence upon the full execution of this agreement by both parties and shall cover the period of \_\_\_\_\_. The term of this Lease may be extended by mutual agreement of Lessor and Lessee, subject to the other provisions of this agreement and the approval or disapproval of the County Board of Supervisors as it deems necessary.
- 3. Extension Provisions.** This Lease may be extended for \_\_\_\_\_ additional period(s) of \_\_\_\_\_ per extension provided that Lessee indicates its intent to seek an extension in writing to Lessor at least sixty (60) days prior to the expiration of the Lease.

**4. Lessee Payments.**

**A. Rent.** Lessee agrees to pay Lessor as rent the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) per \_\_\_\_\_ for the Leased Property during the initial term of this Lease, commencing \_\_\_\_\_. The lease payment for the extension periods shall be increased at the commencement of the first extension (and any other extensions) at a rate of \_\_\_\_\_ percent. Lease payments are payable and due first of each \_\_\_\_\_.

**B. Operating Expenses.** Lessee is solely responsible for payment of all utilities (such as refuse collection, water, sewer, gas and/or electricity, telephone); any local, state and federal taxes associated with or attributable to the Property; and maintenance costs (interior and exterior) of the Property.

**C. Capital Expenses.** Lessee is solely responsible for repairs of capital improvements and repairs (i.e. roof, heating, ventilation, and air conditioning, etc.). All capital improvements and repairs require prior written approval by County.

**5. Use of Leased Property.**

**A. Permitted Use.** The Property is leased to Lessee for the sole purpose of conducting business and activities related to support \_\_\_\_\_ and as permitted by law. Lessee's failure to comply with these and other conditions of the use of the Property shall constitute a material breach of this Lease.

**B. Compliance with Laws.** Lessee will comply with all statutes, ordinances, and requirements of local, state, and federal laws now in force or which may later be in force regarding use of the Property, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. If any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Property of any Hazardous Material introduced on or about the Property or the Rail Corridor by Lessee or any agent of Lessee, or resulting from actions of Grantee or Grantee's agents, then Grantee, at its sole expense, must clean up any such Hazardous Material or contamination to the reasonable satisfaction of Lessor and otherwise to the satisfaction of any governmental body having jurisdiction thereof. Grantee shall defend, release, indemnify and hold harmless Lessor, its officers, employees, and agents, from and against all liability, cost and expense (including without limitation any fines, penalties, judgments, litigation costs, and reasonable attorneys' fees) incurred by Lessor resulting from the discharge, leakage, spillage, emission or pollution upon or from the Property of any Hazardous Material.

As used herein, "Hazardous Material" means any chemical, substance, or material which is listed now or in the future, defined, or regulated in any manner by any federal, state or local environmental, health, and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to Lessee, the Property or the Rail Corridor based upon, directly or indirectly, its properties or effects.

**6. Prohibited Use.** Pursuant to California Government Code §54964 and §54964.5, Lessee shall not use or permit another to use the Property in support of any political activity including but not limited to support or opposition of a candidate for public office or any ballot measure. Lessee shall not commit or permit the commission of any acts on the Property nor permit the use of the Property in any way that will:

- (a) Violate or conflict with any law, statute, ordinance, governmental rule or regulation whether or not currently in force or hereinafter enacted, governing the leased land;
- (b) Constitute commission of a waste on the leased land;
- (c) Adversely affect the current or projected future uses of the adjacent right-of-way property not under Lease to Lessee;
- (d) Violate other provisions of the Lease such as, but not limited to, Paragraph 6 of this agreement.

**7. Termination.** This Lease may be terminated under the following circumstances, upon written notice being provided to Lessee by Lessor at least thirty (30) days before the termination takes effect.

- (a) By mutual written agreement of both parties or their successors and assigns.
- (b) If Lessee defaults in the performance of or breaches any provision, covenant or condition of this Lease, and such default or breach is not cured within thirty (30) days after written notice thereof given by Lessor to Lessee.
- (c) If Lessee abandons the Leased Property prior to the expiration of the term of this Lease.
- (d) If Lessor determines that the Property is needed for County business, Lessor reserves the right to terminate the Lease on grounds of necessary public use as determined solely by the governing board of County. Lessor and Lessee agree that Lessee will not be owed any damages or compensation at time of termination because of the existing public ownership of the property.
- (e) If Lessor determines capital repairs are not deemed to be cost prohibitive.

Upon the expiration or sooner termination of the Lease, all improvements upon the land, including any buildings shall remain thereon and thereupon shall become the property of Lessor unless removed by Lessee within three (3) months of the expiration or sooner termination of the Lease at Lessee's sole expense.

**8. Taxes and Assessments.** Lessee shall be responsible for payment before delinquency of all taxes, assessments, license fees, and other charges, including, but not limited to, possessory interest taxes that are levied and/or assessed against Lessee's personal property or improvements installed or located in or on the Property or on Lessee's interest in the Property and that become payable during the term of this Lease. Pursuant to the provisions of Revenue and Taxation Code Section 107.6, Lessee acknowledges that Lessee's interest in the Property which is created by this Lease may be assessed a possessory interest tax.

**9. Assignment or Subleasing Property.** Lessee shall not sublease, encumber, assign, or otherwise transfer its rights or interests under this Lease, without the express written consent of Lessor first had and received, provided said consent shall not be unreasonably withheld.

**10. Insurance Requirements.** Lessee shall maintain, at Lessee's own expense during the term hereof, insurance with respect to its business, and all activities, on or about or in connection with its business, in the types and in the minimum amounts described generally as follows:

A. Full Worker's Compensation and Employers' Liability Insurance covering all employees of the undersigned as required by law in the State of California.

B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.

C. Lessee shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.

D. The insurance shall be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to Lessor's Risk Management Division.

E. Lessee agrees that the insurance required herein shall be in effect at all times during the term of this Lease. In the event said insurance coverage expires at any time or times during the term of this Lease, Lessee shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Lessee fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division.

F. The certificate of insurance must include the following provisions stating that:

1. The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
2. Both the County of El Dorado and SPTCA-JPA, officers, officials, employees and volunteers and the Sacrament Placerville Transportation Corridor Joint Powers Authority are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies.

G. Lessee's insurance coverage shall be primary as respects Lessor, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees or volunteers shall be excess of Lessee's insurance and shall not contribute with it.

H. Any deductibles or self-insured retention must be declared to and approved by Lessor. At the option of Lessor, either: insurer shall reduce or eliminate such deductibles or self-insured retention as respects Lessor, its officers, officials, employees and volunteers; or Lessee shall procure a bond guaranteeing payment of losses and related investigations; claim administration and defense expenses.

I. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Lessor, its officers, officials, employees or volunteers.

J. The insurance companies shall have no recourse against Lessor, its officers, officials and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

K. Lessee's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

L. In the event Lessee cannot provide an occurrence policy, Lessee shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of this Agreement.

M. The Certificate of insurance shall meet additional standards as may be determined by Lessor's Risk Management Division as essential for protection of Lessor.

**11. Indemnification.** Lessee shall indemnify, defend, and hold harmless Lessor, its officers, agents, and employees, from and against any claims, actions, suits, costs, expenses (including reasonable attorney's fees) and other costs of defense incurred or liabilities, whether for damage to or loss of property, or injury to or death of person, which in any way arise from or are connected with the acts or omissions of Lessee or its officers, agents, employees, contractors, subcontractors, or business invitees, in connection with or related to the rights and obligations created by this Lease.

**12. Alterations.** Lessee shall not make or permit any other person to make any alterations to the Premises without the written consent of Lessor first obtained. Should Lessor consent to the making of any alterations to the Premises by the Lessee, subsequent to execution of this Lease, said alterations shall be made at the sole cost and expense of Lessee by a contractor or other person selected by Lessee and approved in writing by Lessor before work commences. Any and all alterations, with the exception of previously approved relocatable walls and other alterations readily removable without significant damage to the building Premises, interior or exterior, shall on expiration or sooner termination of this Lease, become the property of Lessor and remain on the Premises.

**13. Inspection by Lessor.** Lessee shall permit Lessor or Lessor's agent, representative, or employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether Lessee is complying with the terms of the Lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises under the Lease

**14. Maintenance and Repairs; Utilities.** Lessee shall, at all times during the term of this Lease and any renewal or extension thereof, be responsible for maintaining, at Lessee's sole cost and expense, the Property and any improvements thereon in a good, clean, and safe condition, and shall on expiration or termination of this Lease surrender the Property to Lessor in as good condition and repair as the Property is on the date of this Lease, reasonable wear and tear excepted. Lessee shall solely pay for costs to repair, replace, or rebuild any portion of the Property damaged by Lessee or its officers, agents, employees, contractors, subcontractors or business invitees and shall be approved in writing by Lessor. It shall also be the sole responsibility of Lessee to make any modifications to the Property that are necessary to comply with the requirements of the American with Disabilities Act (ADA) which shall be approved in writing by Lessor. Lessee shall also furnish and pay for all charges for refuse collection, water, sewer, gas, electricity, and other utilities supplied to and used in the Property, and janitorial services including replacement of light globes or fluorescent tubes.

**15. Destruction of Premises.** Should said Premises, or the building of which they are a part, be damaged or destroyed by any cause not the fault of Lessee, Lessor shall at Lessor's sole cost and expense promptly repair the same and the rent payable under this Lease shall be abated for the time and to the extent Lessee is prevented

from occupying the Premises in their entirety; provided, however, that should the cost of repairing the damage or destruction exceed twenty-five (25%) percent of the full replacement cost of the Premises, Lessor may choose, in lieu of making the repairs required by this paragraph, to terminate this Lease by giving Lessee ten (10) days written notice of such termination.

**16. Condemnation of Premises.** Should all or any part of the Premises be taken by any public or quasi-public agency or entity under the power of eminent domain during the term of the Lease:

(a) Either Lessor or Lessee may terminate this Lease by giving the other thirty (30) days' written notice of termination; provided, however, that Lessee cannot terminate this Lease unless the portion of the Premises taken by eminent domain is so extensive as to render the remainder of the Premises useless for the purposes intended by this Lease.

(b) Any and all damages and compensation awarded or paid because of the taking, except for amounts paid Lessee for moving expenses or for damage to any personal property or trade fixtures owned by Lessee, shall belong to Lessor, and Lessee shall have no claim against Lessor or the entity exercising eminent domain power for the value of the unexpired term of this Lease.

(c) Should any portion of the building containing the Premises, other than the Premises be taken by eminent domain, Lessor or Lessee may, at its option, terminate this Lease

**17. Acts Constituting Breaches by Lessee.** Lessee shall be guilty of a material default and breach of this Lease should:

(a) Any rent be unpaid when due and remain unpaid for thirty (30) days after written notice to pay such rent or to surrender possession of the Premises has been given to Lessee by Lessor;

(b) Lessee default in the performance of or breach any provision, covenant, or condition of this Lease other than one for the payment of rent and such default or breach is not cured within thirty (30) days after written notice thereof is given by Lessor to Lessee; or

(c) Lessee breaches this Lease and abandons the Premises prior to the expiration of the term of this Lease.

**18. Lessor's Liability.** In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such a transfer will be substituted as Lessor under this Agreement, provided that all deposits are transferred to the grantee. Lessor shall be released from all future liability under this agreement.

**19. Notices.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party, Lessor or Lessee, to whom it is directed or any managing employee of such party or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to:

County of El Dorado  
Chief Administrative Office  
Facilities Division  
3000 Fairlane Court  
Placerville, CA 95667  
Attn: Russell Fackrell, Facilities Manager  
Telephone: (530) 621-7596

All notices will be sent to the Lessor below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Either party, Lessor or Lessee, may change its address for purposes of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

**20. Binding on Heirs and Successors.** This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

**21. Nondiscrimination.** To the extent that all or a portion of the Property and/or improvements were all or partially funded by financial assistance from state or federal funds, Lessee hereby covenants and agrees that: (1) no person on the grounds of sex, race, color, religion, handicap, or national origin will be excluded from participation in, be denied the benefits to, or be otherwise subjected to discrimination in the use of the Property, (2) that in the construction of any improvements on, over, or under such land the furnishing of services thereon, no person on the grounds of sex, race, color, religion, handicap or national origin will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination, and that (3) Lessee must use the Property in compliance with state and federal laws.

**22. California Forum and Law.** Any dispute resolution action arising out of this Lease, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**23. Attorney's Fees.** Should any litigation be commenced between Lessor and Lessee concerning the leased property, this Lease, or the rights and duties of either Lessor or Lessee in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

**24. Entire Agreement.** This Lease contains the entire agreement of the parties with respect to the matters covered by this lease, and no other agreement, statement or promises made by any party to any employee, officer or agent of any party, which is not contained in this Lease, will be binding or valid. No waiver,

alteration, modification, termination or cancellation of this Lease is valid unless made in writing and signed by the authorized parties hereof.

**25. Severability.** If any provision, clause or part of the agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this agreement or the application of such provisions, clauses, or parts under other circumstances shall not be affected thereby.

**26. Waiver.** The waiver of any breach of any of the provisions of this Lease by Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or of another provision of this Lease.

**27. No Third Party Beneficiary.** Nothing in this Lease is intended, nor will be deemed to confer rights or remedies upon any person or legal entity not a party to this Lease.

**28. Lease Administration.** The County officer or employee with responsibility for administering this Lease is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

**LEASE ADMINISTRATOR:**

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
Russell Fackrell  
Facilities Manager

**DEPARTMENT HEAD CONCURRENCE:**

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
Don Ashton, MPA  
Chief Administrative Officer

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IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement XXX-L1811 on the dates indicated below.

**LESSOR: COUNTY OF EL DORADO**

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
Board of Supervisors, Chair

**ATTEST:**  
James S. Mitrison, Clerk of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

**LESSEE:** \_\_\_\_\_

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
\_\_\_\_\_