

Assigned to: Rebecca S.

Contract: #252-L0911

# CONTRACT ROUTING SHEET

Date Prepared: 7/30/08

Need Date: 8/15/08

### PROCESSING DEPARTMENT:

Department: General Services

Dept. Contact: Deb Lane/Chuck Harrell

Phone #: 5933/6051

Department Head Signature: 

George Sanders, Interim Director

### CONTRACTOR:

Name: Wilkinson Revocable Trust

Address: P.O. Box 992

Placerville, CA 95667

Phone: 530 - 626-3406

EL DORADO COUNTY COUNSEL  
2008 AUG - 7 AM 10:50  
*General Services*

### CONTRACTING DEPARTMENT: Department of Human Services

Service Requested: Lease Agreement #252-L0911

Contract Term: Oct 1, 2008 - Sept 30, 2010 Contract/Amendment Value: \_\_\_\_\_

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Compliance verified by: \_\_\_\_\_

### COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved:  Disapproved: \_\_\_\_\_ Date: 8/20/08 By: D. Livingston

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

SEE COMMENTS

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

### RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: \_\_\_\_\_ Date: 8/21/08 By: Costello

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

RECEIVED  
HUMAN RESOURCES DEPT  
08 AUG 20 PM 2:45

### OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

# ORIGINAL

## COUNTY OF EL DORADO L E A S E #252-L0911

THIS LEASE is made by and between **WESLEY and GERTRUDE WILKINSON**, trustees of the **WILKINSON REVOCABLE TRUST**, hereinafter referred to as "Lessor", and the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Lessee".

### 1. PREMISES

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, for and in consideration of the rents, covenants and agreement hereinafter set forth, the "Premises" described as follows:

Two Storage Unit Spaces/36 over flow parking or storage spaces  
3047 Briw Road  
Placerville, CA 95667

### 2. TERM

The term of this Lease shall be for **two (2) years** commencing on **October 1, 2008** and ending on **September 30, 2010**, subject, however, to earlier termination as hereinafter more particularly provided in Paragraph 20.

### 3. PAYMENT

Lessee agrees to pay to Lessor as rent the sum of **Five Hundred Dollars (\$500.00) per month** for the period of October 1, 2008 through September 30, 2010 and monthly thereafter on the first day of October. Rent shall be payable to: **Wesley and Gertrude Wilkinson, at P.O. Box 992, Placerville, CA 95667.**

### 4. OPTION FOR ADDITIONAL TERMS

Lessee shall have the option to lease said Premises for three (3) additional one (1) year periods after the termination date of October 1, 2010. Lessee shall notify Lessor in writing approximately sixty (60) days prior to the expiration date and each additional one (1) year term thereafter, should Lessee exercise said option.

**5. USE OF PREMISES**

The Premises are leased to the County of El Dorado for the purpose of providing a site for overflow parking or storage, and the placement of two 8x8x20 metal storage containers to accommodate the Department of Human Services storage needs.

**6. PROHIBITED USE**

Lessee shall not commit or permit the commission of any acts on the Premises nor permit the use of the Premises in any way that will:

- (a) increase the existing fire rates or cancel any fire, casualty, liability or other insurance policy insuring the building or its contents;
- (b) violate or conflict with any law, statute, ordinance, governmental rule or regulation whether now in force or hereinafter enacted, governing the Premises;
- (c) obstruct or interfere with the rights of other tenants or occupants of the building or injures or annoy them; and
- (d) constitute commission of a waste on the Premises.

**7. INSURANCE**

The Lessee is self-insured and shall provide a letter of self-insurance if requested to do so by Lessor at any time during the term of this Lease. At all times after the execution of this Lease, Lessor shall carry commercial general liability insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

**8. 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.

**9. MAINTENANCE AND REPAIRS**

Lessee shall, on expiration or sooner termination of this Lease surrender the Premises to Lessor in the same condition, normal wear and tear expected, as it was on the date of this Lease.

Immediately up on termination of the Lease. Lessee shall remove its storage container and all contents therein from the leased Premises.

**10. ADA MODIFICATIONS**

Lessor agrees at its sole cost and expense to make changes necessary to bring the subject premises up to the accessibility standards of the Americans with Disabilities Act (ADA).

**11. INSPECTION BY LESSOR**

Lessee shall permit Lessor or Lessor's agent, representative, or employees to inspect 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.

**12. SERVICES FURNISHED BY LESSOR**

Lessor is responsible for the payment of all local, state and federal taxes associated with or attributable to the property subject to this lease agreement, the operation of this lease and the income flowing to Lessor through this lease agreement.

**13. INDEMNIFICATION**

LESSOR shall indemnify, defend, and hold harmless LESSEE, its officers, agents and employees, from and against any claims, actions, suits, costs, expenses (including reasonable attorney's fees) and other cost of defense incurred or liabilities, whether for damage to or loss of property, or injury to or death of person, which in any way arise from or are connected with the acts or omissions of LESSOR or its officers, agents, employees, contractors, subcontractors, or business invitees, or LESSOR'S use of the Premises, unless such damage, loss, injury, or death shall be caused by the sole, or active negligence of County, or the willful misconduct of County, as expressly provided by statute.

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 cost 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 connect with the

acts or omissions of LESSEE or its officers, agents, employees, contractors, subcontractors, or business invitees, or LESSEE'S use of the Premises to the extent such loss, damage, injury, or liability is not covered by the insurance required as provided for in paragraph 7. "INSURANCE" above, unless such damage, loss, injury or death shall be caused by the sole, or active negligence of LESSOR, or the willful misconduct of LESSOR.

The duties of LESSOR or LESSEE to indemnify and save each other harmless include the duties to defend as set forth in California Civil Code Section 2778. The provisions of this section shall survive the termination of the Lease for any event occurring prior to the termination.

**14. 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 Lease Agreement, but shall not be released from the obligation to indemnify Lessee under paragraph 13 above for acts or omissions occurring prior to the transfer unless so released by Lessee in writing.

**15. DESTRUCTION OF PREMISES**

Should said premises, or the storage container 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 be responsible for replacing or making all repairs.

**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. ASSIGNMENT OR SUBLEASING**

Lessee shall not sub-lease, encumber, assign, or otherwise transfer its rights or interests under this lease, without the express written consent of the Lessor first had and received, provided said consent by Lessor shall not be unreasonably withheld.

**18. HOLD OVER**

Any holding over after the expiration of this Lease shall be construed as a month-to-month tenancy at the monthly rental amount then in effect. In the event the Lessor wishes to terminate said month to month tenancy, Lessor shall provide Lessee written notice at least ninety (90) days prior to said termination.

**19. ACTS CONSTITUTING BREACHES BY LESSEE**

Lessee shall be guilty of a material default and breach of this Lease should:

(a) 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 breach this Lease and abandon the Premises prior to the expiration of the term of this Lease.

**20. NON-APPROPRIATION**

Lessor acknowledges that Lessee's funding for this Lease is in large part dependent upon receipt of certain state, federal and other funds by Lessee. Lessee may terminate this Lease upon sixty (60) days notice if funds are not budgeted in any fiscal year for the leasehold of these Premises or if downsizing and facility consolidation is judicious. If the termination for lack of funding provision of this paragraph is utilized by the Lessee, Lessee agrees not to lease additional space

for the non-funded function for the remainder of the then-current fiscal year.

**21. 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 hereto 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:

|            |  |
|------------|--|
| Lessor:    | Wilkinson Revocable Trust<br>Wesley & Gertrude Wilkinson<br>P.O. Box 992<br>Placerville, CA 9567       |
| Telephone: | (530) 626-3406   |
| Lessee:    | County Of El Dorado<br>Facilities and Fleet Services<br>360 Fair Lane<br>Placerville, California 95667 |
| Attention: | Director Facilities and Fleet Services   |
| Telephone: | (530) 621-5846   |

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.

**22. 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, Lessor and Lessee, hereto.

**23. TIME OF ESSENCE**

Time is expressly declared to be the essence of this Lease.

**24. 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.

**25. SOLE AND ONLY AGREEMENT**

This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Premises and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

**26. 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.

**27. CALIFORNIA FORUM AND LAW**

Any dispute resolution action arising out of this Agreement, 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.

**28. ATTORNEY'S FEES**

Should any litigation be commenced between Lessor and Lessee concerning the Premises, 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.

**29. LEASE ADMINISTRATION**

The County officer or employee with responsibility for administering this Lease is the Director of Facilities and Fleet Services, or successor.



**DEPARTMENT CONCURRENCE:**

Dated: 8/28/08

Signed: 

**Doug Nowka, Director of Human Services**


IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

**LESSOR : WILKINSON REVOCABLE TRUST**

Dated: 9/3/08

Signed:   
**Wesley Wilkinson, Trustee**

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

Signed:   
**Gertrude Wilkinson, Trustee**

**LESSEE: COUNTY OF EL DORADO**

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

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

**Chairman**

**Board of Supervisors**

**ATTEST:**

Cindy Keck, Clerk of the  
Board of Supervisors

BY: \_\_\_\_\_

Dated \_\_\_\_\_