

**COUNTY OF EL DORADO**

**LEASE AGREEMENT #318-L1511**

**THIS LEASE** is made by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as “Lessor”, and **ONLY KINDNESS, INC.**, a registered 501(c)(3) non-profit corporation, hereinafter referred to as “Lessee”.

**RECITALS**

**WHEREAS**, Lessor owns certain real property, commonly known as APN 327-130-18-100, and more particularly described below; and

**WHEREAS**, Lessee desires to establish a residential transitional home to serve the homeless population in El Dorado County; and

**WHEREAS**, Lessor desires to lease its property to Lessee for the purpose of operating a transitional home on the terms and conditions stated herein.

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

**AGREEMENT TERMS**

**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:

**APN 327-130-18  
6940 Perks Court  
Placerville, CA 95667**

The Premises consist of an existing residence with an approximate area of 1,266 square feet and residential parking area as shown in Exhibit “A” hereto, which is hereby incorporated as part of this Lease.

**2. TERM**

The initial term of this Lease shall commence upon the full execution of this Lease by both parties and shall expire 90 days thereafter. This Lease shall automatically renew every 30 days and shall be on the same terms and conditions as contained herein for a maximum of one (1) year from the date of full execution, unless earlier terminated as more particularly provided in Paragraph 19 – CANCELLATION.

**3. PAYMENT**

Lessee agrees to pay Lessor **ONE DOLLAR (\$1.00)** during the initial term of this Lease, payable upon commencement of the term of this Lease. For each renewal, Lessee agrees to pay one dollar (\$1.00) during the renewal term payable upon commencement of the renewal period. Payment to be delivered to: 3000 Fairlane Court, Suite One, Placerville, California 95667. Rent to be paid to the order of County of El Dorado.

**4. DESIGNATION AND USE OF LEASED PROPERTY**

A. Permitted Use. Exhibit “A” is incorporated into this Lease by reference and designates the real property to be leased to Lessee under this Lease. The Premises are leased to the Lessee for the sole purpose of residential use as a transitional home consistent with current zoning ordinances and consisting of no more than six (6) occupants living at the premises at any given time during the term of this Lease. Lessee’s failure to comply with these and other conditions of the use of the Premises shall constitute a material breach of this Lease.

B. Compliance with Laws. The Premises are currently zoned RE-5 “Estate Residential”. Lessee will comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may later be in force regarding the use of the Premises. Lessee will not use the Premises for any unlawful purpose including, but not limited to, using, storing, or selling prohibited drugs. In addition, Lessee

shall not conduct activities on the premises for more than the number of occupants permitted to reside on the Premises pursuant to the terms of the Lease and current zoning ordinances.

- C. Storage. Lessor may store the existing modular building on the Premises. Said modular building shall not be used by Lessee at any time during the term of this Lease for any purpose, including the housing of persons or storage of property.

**5. PROHIBITED USE**

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

- A. Cause an increase in the Lessor's existing fire or hazard insurance rates or the cancellation of any fire, casualty, liability or other insurance policy insuring the Premises or the contents of any structures thereon;
- B. Violate or conflict with any law, statute, ordinance, governmental rule or regulation whether now in force or hereinafter enacted, governing the Premises; and
- C. Constitute commission of a waste on the Premises.

**6. INSURANCE REQUIREMENTS:**

Lessee's personal property, fixtures, equipment, inventory, and vehicles are not insured by Lessor against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Lessee is to carry Lessee's own property insurance to protect Lessee from any such loss. In addition, 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 contract, 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, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.
- 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. The County of El Dorado its officers, officials, employees and volunteers 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. The Certificate of insurance shall meet additional standards as may be determined by Lessor's Risk Management Division as essential for protection of Lessor.

## **7. 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 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 Lessee or its officers, agents, employees, contractors, subcontractors, or business invitees, or Lessee's use of the Premises.

Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons in or upon the premises arising from acts or omissions of Lessee or its officers, agents, employees, contractors, subcontractors, or business invitees, or Lessee's use of Premises. Lessee shall indemnify and defend the Lessor from acts of litigation brought on by Lessor's tenants, visitors, staff, volunteers, etc.

## **8. ALTERATIONS**

Lessee shall not make or permit any other person to make any repairs or alterations to the Premises without the written consent of Lessor. Should Lessor consent to the making of any repairs or alterations to the Premises by the Lessee, subsequent to execution of this Lease, said repairs or 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 such repairs or alterations shall be done in accordance with applicable building codes and Public Contracting requirements. Any and all repairs or alterations shall, on expiration or sooner termination of this Lease, become the property of Lessor and remain on the Premises. Lessee shall indemnify and hold Lessor harmless relating to any mechanic's liens resulting from any repairs or alterations performed by Lessee or its contractors on the Premises. In the event of the need for any "emergency repairs" to the Premises, Lessor will provide Lessee with a phone number to be utilized during non-business hours to obtain authorization for said repairs. Lessee may be responsible and liable for payment of any emergency repairs made without prior authorization by Lessor.

**9. MAINTENANCE AND REPAIRS**

Lessee will inspect the Premises, furnishings, equipment, plumbing, septic, heating, cooling, electrical systems, etc. and deem them operative and satisfactory prior to assuming responsibility of the Premises.

Lessee shall, at all times during the term of this Lease and any renewal or extension thereof, maintain at Lessee's sole cost and expense, the Premises in a good, clean, and safe condition, and shall on expiration or sooner termination of this Lease surrender the Premises to Lessor in as good condition and repair as they are in on the date of this Lease, reasonable wear and tear and damage by the elements excepted. Lessee shall pay Lessor for costs to repair, replace, or rebuild any portion of the Premises damaged by Lessee or Lessee's guests or invitees.

**10. ADA MODIFICATIONS**

This is a single family residence and it is not required that the Lessor make any modifications for ADA compliance. This will be the responsibility of the Lessee to make any modifications that are necessary to accommodate the occupants that are residing at the Premises; subject however, to Paragraph 8 herein.

**11. SERVICES FURNISHED BY LESSOR AND LESSEE**

For the first ninety (90) days only, Lessor will not maintain the exterior walls, exterior windows, existing exterior lighting, sidewalks, retaining walls, ramps, plumbing, electrical, heating and air conditioning, heating and air conditioning equipment and ductwork, and roof and structural supports of the building of which the Premises are a part. Lessee shall provide to Lessor written notice of any defective conditions of the premises, including, but not limited to, any water leaks, equipment failures, or other conditions which could threaten the habitability of the Premises or the health and safety of the occupants of the Premises immediately. Lessor will determine whether or not to repair said defective condition and/or whether or not to terminate the Lease immediately as specified in Section 19 - CANCELLATION.

**12. ENTRY BY LESSOR**

California law allows Lessor or its employees and agents to enter the dwelling unit on the Premises for certain purposes during normal business hours. Lessor will provide written notice to Lessee prior to the entry of the dwelling unit on the premises whenever required by state law (Civil Code § 1954). Lessee's non-compliance with Lessor's lawful request for entry shall be a material breach of this Lease that may be cause for immediate termination as provided herein and by law.

Lessor currently has a key to the Premises. Lessee may not change the lock or add a lock without Lessor's prior written consent and without furnishing to Lessor a key to the changed or added lock.

**13. TAXES AND ASSESSMENTS**

Lessee shall pay before delinquency all taxes, assessments, license fees, and other charges, specifically including, but not limited to, possessory interest taxes that are levied or are levied and assessed against Lessee's personal property installed or located in or on the Premises or on Lessee's interest in the Premises or Property and that become payable during the Term of this Agreement Pursuant to the provisions of Revenue and Taxation Code Section 107.6, Lessee acknowledges that Lessee's interest in Premises which is created by the Agreement may be assessed a possessory interest tax.

**14. UTILITIES**

- A. All utilities suitable for the intended use of the Premises shall be provided and paid for by Lessee.
- B. Garbage removal shall be provided and paid for by Lessee.
- C. Snow Removal to be provided by Lessee (If applicable).



**15. AIR CONDITIONING AND HEATING**

Lessor has provided in the building which the Premises are a part, an air conditioning and heating system. Lessor will not provide maintenance on said system for the first ninety (90) days of this Lease.

**16. DESTRUCTION OF PREMISES**

Should said Premises, or the building of which they are a part, be damaged or destroyed and thereby rendered untenable by any cause not the fault of Lessee, Lessor will determine whether or not to make such repairs and/or whether or not to terminate the Lease immediately.

**17. ASSIGNMENT OR SUBLEASING**

Lessee shall not sublease, 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. 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.

**19. CANCELLATION**

Either party may terminate this Lease for any reason at any time by providing seven (7) day written notification.

**20. PERSONAL PROPERTY REMAINING ON THE PREMISES**

After Lessee vacates the Premises, following either expiration of the term or termination of the tenancy, Lessor must give the notices required by law concerning disposition of any personal property of Lessee that remains on the Premises. Lessee is responsible for all reasonable costs of storing such personal property. The property will be released to Lessee or its rightful owner only after Lessee or the rightful owner pays to Lessor the reasonable costs of storage within the time required by law.

**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 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:

Only Kindness, Inc.  
676 Canal Street  
Placerville, CA 95667  
Attention: Rene Evans  
Telephone: (530) 876-6243

All correspondence to be copied to:

County of El Dorado  
Health & Human Services Agency  
3057 Briw Road  
Placerville, CA 95667  
Attn: Don Ashton, M.P.A., Director  
Telephone: (530) 621-5515

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. WAIVER**

Waiver by either party of a breach of any condition or covenant of this Lease will not constitute a continuing waiver of any subsequent breach. Moreover, Lessor's receipt of rent with knowledge of Lessee's violation of any condition or covenant of this Lease does not waive Lessor's right to enforce any condition or covenant of this Lease.

**23. 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.

**24. 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.

**25. 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.

**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. DISCLOSURES**

Megan's Law. Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Intranet Website maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.

**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**  
**Chief Administrative Office**

**DEPARTMENT HEAD CONCURRENCE:**

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
**Don Ashton, M.P.A**  
**Director**  
**Health & Human Services Agency**

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease Agreement 318-L1511 on the dates indicated below.

**LESSEE: ONLY KINDNESS, INC.**

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
**Jeanne Rene Evans**  
**President**

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
**Jennifer LaForce**  
**Treasurer**

**LESSOR: COUNTY OF EL DORADO**

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

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

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

# EXHIBIT 'A'

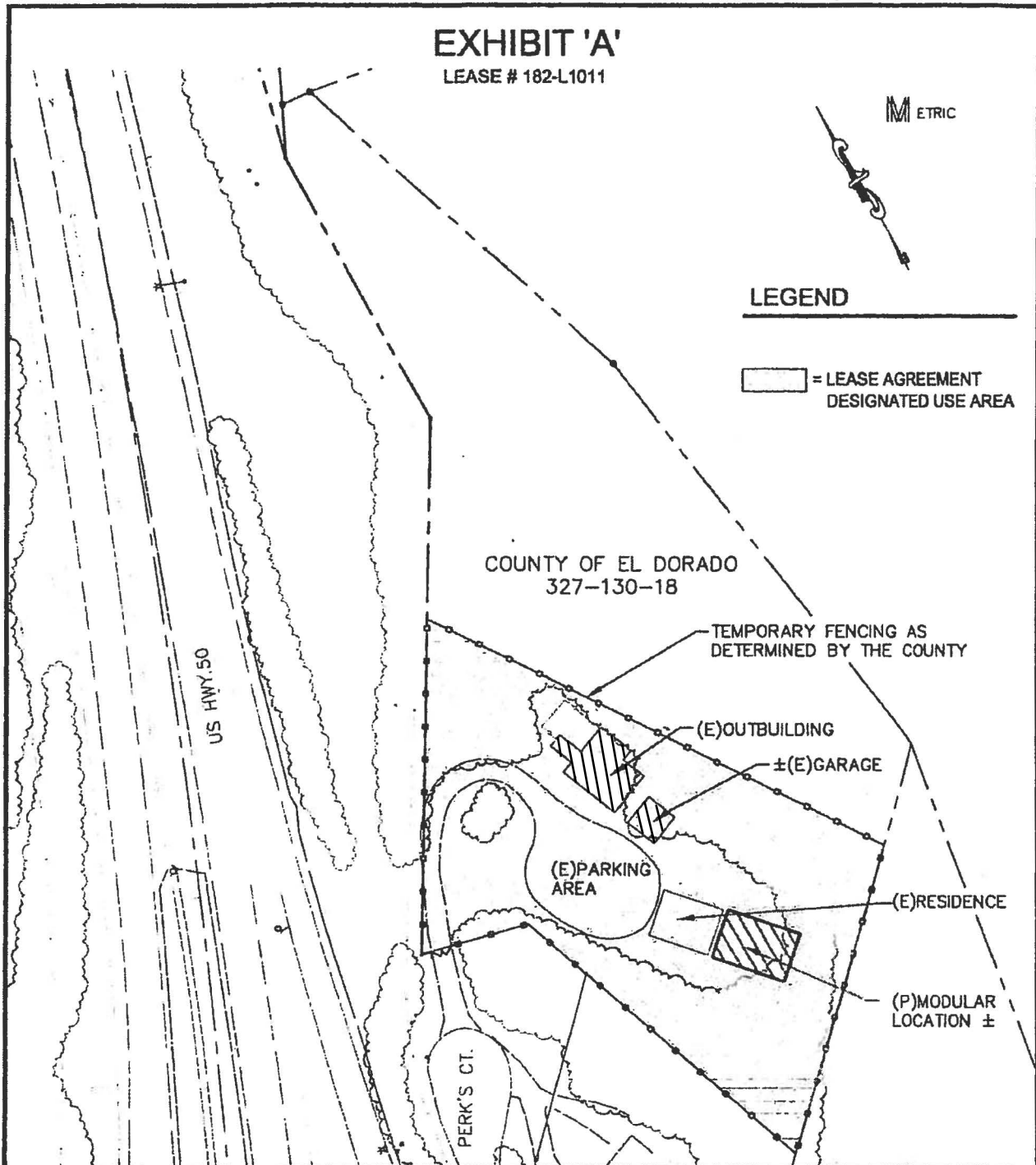
LEASE # 182-L1011

METRIC



## LEGEND

 = LEASE AGREEMENT DESIGNATED USE AREA



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EL DORADO COUNTY  
DEPARTMENT OF  
TRANSPORTATION



PROJECT:

LEASE #182-L1011  
LEASE AGREEMENT EXHIBIT  
6940 PERK'S CT.  
PLACERVILLE, CA 95667

EXHIBIT 'A'

DATE: 10/05/09

COUNTY JOB NO.

JOB NO.

PAGE 1 OF 1

REFERENCE SHEET:

SHEET NO.

EXHIBIT 'A'