

**COUNTY OF EL DORADO  
AMENDMENT II TO LEASE AGREEMENT # 307-L9911  
DEPARTMENT OF HUMAN SERVICES**

THIS AMENDMENT II to that certain Lease Agreement between the COUNTY OF EL DORADO, a political subdivision of the State of California, (hereinafter referred to as the "LESSEE), dated March 9, 1999, and EL DORADO COUNTY JOB ONE, a non-profit public benefit corporation (hereinafter referred to as the "LESSOR"); is hereby amended as follows:

WHEREAS, on March 9, 1999, a lease agreement ("Lease") was entered into between the COUNTY OF EL DORADO, a political subdivision of the State of California ("Lessee") and El Dorado County Job One a non-profit public benefit corporation ("Lessor"), for that certain real property know as: 4535 Missouri Flat Road, Suite A1, Placerville, Ca 95667 (Premises); and

WHEREAS, on September 19, 2000, Amendment #1 to Lease #307-L9911 was executed to reflect a change in address and a change in utility costs; and

WHEREAS, the Lessor and Lessee desire to amend said Lease Agreement to increase the size of leased Premises, monthly lease payments and to reflect the change in the percentage of said utility costs the Lessee is obligated to pay.

NOW THEREFORE, it is mutually agreed as follows:

1. Paragraph 1, PREMISES, is hereby amended to add an additional 1,861 sq. ft. of office space to the existing 1,861 sq. ft. of office space said Premises shall hereinafter, consist of 3,722 square feet.
2. Paragraph 2, TERM, is hereby amend to revise the term as follows:  
The term of this Lease shall commence on July 1, 2006 and ending February 28, 2009, subject however, to earlier termination as hereinafter more particularly provided in Paragraph 20.
3. Paragraph 4, PAYMENT, is hereby amended to increase the monthly lease payments to Four Thousand Seven Hundred Twenty-Six Dollars and Ninety Four cents (\$4,726.94) per month, which shall commence upon occupancy of the

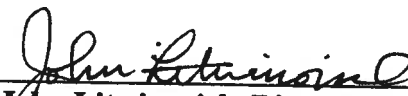
additional space on July 1, 2006.

4. **Paragraph 5, OPTIONS FOR ADDITIONAL TERMS**, shall have the option to commence with the second option per the terms of the original lease agreement on March 1, 2009.
  
5. **Paragraph 13, UTILITIES**, is hereby amended to reflect the following:
  - A. Water and sewer suitable for the intended use of the Premises shall be provided and paid by Lessor.
  - B. Gas and/or electric utilities shall be paid by Lessee (ie, the County) at a rate equal to 70% of the total cost thereof.
  - C. Janitorial services shall be paid by the Lessee (ie, the County) at a rate equal to 70% of the total cost thereof.
  - D. Garbage removal shall be provided and paid by the Lessor.
  - E. Lessee shall pay for the cost of the telephone.
  
6. Exhibit "A" attached hereto shall be deemed a part of the Lease Agreement.

**Except as herein amended, all other terms of said Lease Agreement shall remain unchanged and in full force and effect.**

**DEPARTMENT CONCURRENCE:**

Dated: 10/4/06


Signed:   
**John Litwinovich, Director**  
**Department of Human Services**

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

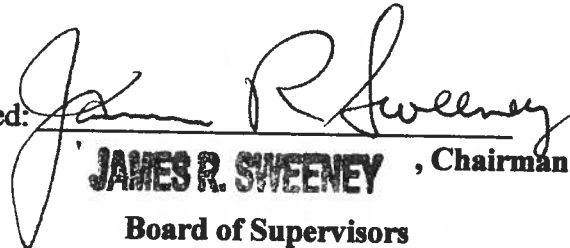
**LESSORS: EL DORADO COUNTY JOB ONE  
A NON-PROFIT CALIFORNIA CORPORATION**

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

Signed:   
**Dr. Vicki Barber, President  
Executive Board of Directors**

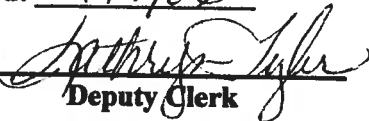
**LESSEE: COUNTY OF EL DORADO**

Dated: 11/7/06

Signed:   
**JAMES R. SWEENEY, Chairman  
Board of Supervisors**

**Attest: Cindy Keck, clerk of the  
Board of Supervisors**

Dated: 11/7/06

By:   
**Deputy Clerk**

# EXHIBIT A

**Missouri Station  
4535 Missouri Flat Road, Suite 1A  
Placerville, CA 95667**

<b>Description</b>	<b>Total Square Footage</b>	<b>WIA %</b>	<b>DHS - WIA Square Footage</b>	<b>WTW%</b>	<b>DHS - WTW Square Footage</b>
Public Restrooms	327	33%	109	33%	109
Re/Bus Center	1332	33%	444	33%	444
Workshop A	492	33%	164	33%	164
Workshop B	328	50%	164	50%	164
Workshop C	184	100%	184	0%	0
Staff Area	2120	35%	742	35%	742
EDD Manager	106	0%	0	0%	0
Janitor/Supply	99	33%	33	33%	33
Employee Room	234	33%	78	33%	78
Tel/Elec/Data Closet	105	33%	35	33%	35
<b>Total Sqft</b>	<b>5327</b>		<b>1953</b>		<b>1769</b>
<b>Percent Total Sqft</b>	<b>100%</b>		<b>37%</b>		<b>33%</b>

DHS - WIA: El Dorado County Department of Human Services, Community Services Division Workforce Investment Act  
DHS -WTW: El Dorado County Department of Human Services, Social Services Division, Welfare to Work



## COUNTY OF EL DORADO

### AMENDMENT 1 TO LEASE AGREEMENT #307-19911

#### SOCIAL SERVICES DEPARTMENT

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**THIS AMENDMENT** to that certain Lease Agreement between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, (hereinafter referred to as the "LESSEE"), dated March 9, 1999; and **EL DORADO COUNTY JOB ONE**, a non-profit public benefit corporation (hereinafter referred to as the "LESSOR"); is hereby amended as follows:

#### WITNESSETH

**WHEREAS**, the COUNTY as LESSEE shares space with other public entities for the purpose of providing coordinated employment services to welfare recipients and other qualified individuals; and

**WHEREAS**, each public entity has agreed to pay a portion of the actual costs of utilities necessary to operate the facility and administer its programs; and

**WHEREAS**, said portion is based upon the percentage of space occupied by each occupant; and

**WHEREAS**, it is the intent of the COUNTY to amend said lease agreement to reflect the percentage of said utility costs the COUNTY as LESSEE is obligated to pay; and

**WHEREAS**, it is the intent of the parties hereto to revise the facility's mailing list and LESSOR's signature authority.

**NOW, THEREFORE**, the parties do hereby agree that this Lease Agreement shall be amended to include the following:

- I. Paragraph 4. PREMISES, and paragraph 20. NOTICES, are hereby amended to reflect the following address:

EL DORADO COUNTY JOB ONE  
4535 Missouri Flat Road, Suite 1A  
Placerville, CA 95667

- II. Paragraph 13. UTILITIES, is hereby amended to reflect the following:
  - A. Water and sewer suitable for the intended use of the Premises shall be provided and paid by Lessor.
  - B. Gas and/or electric utilities shall be paid by Lessee (ie, the COUNTY) at a rate equal to 34.9352% of the total cost thereof.
  - C. Janitorial services shall be paid for by the Lessee (ie, the COUNTY) at a rate equal to 34.9352% of the total cost thereof.

- D. Garbage removal shall be provided and paid for by the lessor.
- E. Lessee (ie, the COUNTY) shall pay for the cost of telephone service.

III. Exhibit "A" attached hereto shall be deemed a part of the lease agreement

Except as amended herein, each and every term of the Lease Agreement shall remain in full force and effect.

**DEPARTMENT CONCURRENCE:**

Dated: 9-5-00

Signed: Glenn Helland  
Glenn Helland, Director  
Department of Social Services

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

**EL DORADO COUNTY JOB ONE:  
A NON-PROFIT CALIFORNIA CORPORATION**

Dated: 8/25/00

Signed: Donna Rixmann, President  
Donna Rixmann, President  
Executive Board of Directors

**ATTEST:**

By: Janice Y Proctor  
Corporate Secretary

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

**COUNTY OF EL DORADO:**

Dated: September 19, 2000 Signed: William S Bradley  
William S. Bradley, Chairman  
Board of Supervisors

**ATTEST:**

DIXIE L. FOOTE, Clerk of the  
Board of Supervisors

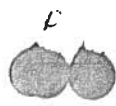
By: Margaret E. Moody, Deputy Clerk  
Dated: September 19, 2000

## EXHIBIT A

Missouri Station, Suite 1A  
4535 Missouri Flat Road  
Placerville, CA 95667

Of the 5,327 square feet in Suite 1A, the Department of Social Services occupies 1,861 square feet, or 34.9352%. The space breaks down as follows:

<u>DESCRIPTION</u>	<u>TOTAL</u>	<u>DSS SQ FT</u>	<u>DSS %</u>
Public Restrooms	327	109	33 %
Resource/Business Center (includes Office Mgr office)	1332	444	33 %
Workshop A	492	164	33 %
Workshop B	328	164	50 %
Workshop C	184	92	50 %
Staff Area	2120	742	35 %
EDD Manager	106	0	0
Janitor/Supply Room	99	33	33 %
Employee Room	234	78	33 %
Tel/Elec/Data Closet	105	35	33 %
	—	—	—
TOTAL	5,327	1,861	34.9352 %



~~ORIGINAL~~

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**COUNTY OF EL DORADO**

COPY

**LEASE AGREEMENT NO. 307-L9911**

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**THIS LEASE**, is hereby made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, herein after referred to as "Lessee", and **EL DORADO COUNTY JOB ONE**, a non-profit public benefit corporation, herein after referred to as "Lessor".

**IT IS HEREBY AGREED** between the parties hereto as follows:

**1. PREMISES**

Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, for and in consideration of the rents, covenants, agreements, terms and conditions hereinafter set forth, a portion of those certain Premises described as follows:

**MISSOURI STATION - Suite 1A  
4535 Missouri Flat Road  
Placerville, CA 95667**

consisting of: **1,838 square feet** of office space and adjoining parking lot.

The Lessee, and the public it serves, shall have the right to utilize the parking lot located upon the Premises for the purpose of employee and public parking. Lessor shall designate a specific area of the parking lot (closest to entrance thereto) as "visitor" parking and an additional area as "employee" parking.

**2. TERM**

The term of this Lease shall be for a period of seven (7) years commencing on April 1, 1999 and ending on February 28, 2006, subject however, to earlier termination as provided hereinafter.

**3. OCCUPANCY**

Lessee shall take occupancy of said Premises upon substantial completion of tenant improvements provided herein by the Lessor, which date is estimated to be on or about April 1, 1999.



4. **PAYMENT**

A. Lessee agrees to pay to Lessor as base rent, the sum of one dollar and twelve cents (\$1.12) per square foot, per month, computed at **Two Thousand Fifty-eight Dollars and Fifty-six cents (\$2,058.56) per month**, lawful money of the United States of America, payable to Lessor, without deduction or offset to:

**El Dorado County JobOne  
4535 Missouri Flat Road, Suite 1A  
Diamond Springs, CA 95623**

or to such other address as may be designated in writing by the Lessor.

B. The base rent amount of Two Thousand Fifty-eight Dollars and Fifty-six cents (\$2,058.56) per month shall be payable on the first (1st) day of each and every month commencing on the first day of the month following substantial completion of tenant improvements provided for herein at said Premises, but no later than May 1, 1999, and continuing monthly during the term hereof.

C. The base monthly rent amount shall be adjusted on April 1, 2000, and annually thereafter, in an amount equal to two percent (2%) of said base monthly rent amount.

5. **OPTIONS FOR ADDITIONAL TERMS**

Lessee shall have the right to extend the term of this Lease for three (3) additional periods of three (3) years each by giving to Lessor written notice of intent to exercise said option at least sixty (60) days prior to the scheduled expiration date of the initial Lease term. Each additional option period shall commence on the first of the month following the expiration of the previous Lease option term. The terms and conditions of any extension of Lease term shall be in accordance with this Agreement unless modified in writing by both the Lessor and Lessee.

Additionally, Lessee shall have the "first right of refusal" for any additional space or spaces that may become available at said facility during the entire term of this agreement. Lessor agrees to provide Lessee with a sixty (60) day period during which time the Lessee express its intent to lease said available space or spaces.

6. **USE OF PREMISES**

The Premises are leased to the Lessee for the purpose of the operations and activities of the Lessee together with all operations related thereto.

7. **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 annoys them; or
- D. Constitute commission of a waste on the Premises.

8. **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.

9. **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.

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10. **MAINTENANCE AND REPAIRS**

Lessor shall, at Lessor's sole cost and expense, and at all times during the term of this Lease, including any renewal or extension thereof, maintain the Premises in a good, clean, and safe condition. Such maintenance and repairs shall include, but not be limited to, all landscaped areas, windows, plumbing and plumbing fixtures, electrical and electrical fixtures, sidewalks, roof, HVAC system, elevator, structural supports and exterior surfaces of the building, of which the Premises are a part, in good order and repair, excepting therefrom any damage caused by the negligent or willful act of the Lessee. Lessee shall immediately notify Lessor of any damages to the Premises.

Lessee shall upon 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 execution of this Lease, reasonable wear and tear and damage by the elements excepted.

11. **ADA MODIFICATIONS**

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

12. **INSPECTION BY LESSOR**

Lessee shall permit Lessor or Lessor's authorized agent, representative, or employees to enter the Premises upon reasonable notice, for the purpose of inspecting the Premises.

13. **UTILITIES**

A. Water and sewer suitable for the intended use of the Premises shall be provided and paid by Lessor.

B. Gas and/or electric utilities shall be paid by Lessee.

C. Janitorial services shall be paid for by the Lessee.

D. Garbage shall be paid for by the Lessor.

E. Lessee shall pay for telephone service.

14. **DESTRUCTION OF PREMISES**

A. Should said Premises, or the building of which they are a part, be damaged or destroyed by any cause not the fault of the 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; 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, Lessee may choose, in lieu of Lessor making the repairs required by this paragraph, to terminate this Lease by giving Lessor thirty (30) days written notice of such termination. Lessor agrees to and shall, to the extent of available insurance proceeds forthwith upon receiving written notice from the Lessee to do so, rebuild or restore to their present condition the leased Premises destroyed in part by fire or other casualty and in such case the Lessee hereby waives the provisions of Section 1932, subdivision (2) of the California Civil Code. As used herein, "destroyed in part" means any destruction other than a total destruction herein before defined. This Lease shall continue in full force and effect except that Lessee shall be entitled to a proportionate reduction of the rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repair shall materially interfere with the business carried on by the Lessee in the Premises. If the damage is due to the fault or neglect of the Lessee or its employees, there shall be no abatement of rent.

B. Notwithstanding anything to the contrary contained in this article, in the event that fifty (50%) percent or more of the Premises are destroyed, Lessor shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this article occurs during the last twelve (12) months of the term of this Lease or any extension thereof.

C. Lessor shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decorations, office fixtures, railings, floor coverings, partitions, or any other tenant improvements installed in the Premises by the Lessee, unless said damage is caused by the Lessor.

15. **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.

**16. ASSIGNMENT OR SUBLEASING**

Lessee shall have the right to encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises with the express written consent of the Lessor first had and received. The consent of the Lessor to any assignment of Lessee's interest in this Lease or subletting by the Lessee of said Premises shall not be unreasonably withheld.

**17. NOT USED**

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

Lessee's abandonment of the Premises for a period in excess of one-hundred twenty (120) days prior to the expiration of the term of this Lease.

**19. WAIVER OF CLAIMS**

Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, wares, and merchandise, in, upon or about said Premises, and for injuries to the Lessee, about said Premises from any cause except the willful misconduct or gross negligence of the Lessor, his agents, employees, subcontractors, heirs or assigns, damage or injury to any person arising from the use of the Premises in good condition and repair, as herein provided.

**20. 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: EL DORADO COUNTY JOBONE  
4535 Missouri Flat Road, Suite 1A  
Diamond Springs, CA 95623**

**LESSEE: COUNTY OF EL DORADO  
360 Fair Lane  
Placerville, CA 95667**

**Telephone: (530) 621-5846**

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

**21. 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.

**22. TIME OF ESSENCE**

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

23. **WAIVER**

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

24. **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 the Lessor and Lessee to each other as of the date of execution of this Lease. Any agreements or representations respecting the Premises or their leasing by the Lessor to Lessee not expressly set forth in this instrument are null and void.

25. **HOLD OVER**

Any holding over after the expiration of this Lease, with the consent of the Lessor, 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.

26. **NON-APPROPRIATION OF FUNDS**

At such time as funds are not budgeted in any fiscal year for County operations pursuant to the Premises included under the terms of this Lease, Lessee may terminate this Lease by providing Lessor with written notice sixty (60) days prior to said termination, and Lessee shall not be obligated to make further payments. If non-appropriation provisions of this paragraph are utilized by the Lessee, Lessee agrees not to lease other space for the non-funded function for a period of one (1) year following termination of this Lease.

27. **ATTORNEY'S FEES**

Should any litigation be commenced between Lessor and Lessee concerning the Premises, this Lease, or the rights and duties of either the 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 of which shall be determined by the court in such litigation or in a separate action brought for that purpose.

28. **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.

29. **LEASE ADMINISTRATION**

The officer or employee with responsibility for administering this Lease is the Director of General Services or his designee.

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

**LESSOR: EL DORADO COUNTY JOB ONE**

Dated: 2-25-99

Signed: *Vicki L. Barber*  
Vicki L. Barber, Ed.D., President  
Executive Council Board of Directors

**LESSEE: COUNTY OF EL DORADO**

Dated: 3-9-99

Signed: *J. Mark Nielsen*  
J. Mark Nielsen, Chairman  
Board of Supervisors

3-9-99

**ATTEST:**

Dixie L. Foote, Clerk of the  
Board of Supervisors

By: *Margaret E. Moody*  
*Deputy Clerk*

Dated: *March 9, 1999*