

**LEASE AGREEMENT # \_\_\_\_\_**  
**Mental Health Adult Transitional-Living (T-House) Lease Agreement**

**THIS LEASE AGREEMENT** (hereinafter referred to as “Lease”, “Agreement”, or “Lease Agreement”) is made by and between \_\_\_\_\_ (hereinafter referred to as “Lessor”) and the County of El Dorado (hereinafter referred to as “Lessee” and also referred to as “County” ), a political subdivision of the State of California, upon the following terms and conditions:

**ARTICLE 1: BASIC LEASE PROVISIONS**

These Basic Lease Provisions set forth the basic terms of this Lease. In the event of any inconsistency between the terms set forth in these Provisions and any other provision of this Lease, the Basic Lease Provisions shall prevail.

<b>1.1</b>	<b><u>Lessee:</u></b>	<p><b><u>NAME:</u></b> COUNTY OF EL DORADO</p> <p>Notices to County shall be addressed as follows:</p> <p style="padding-left: 40px;">COUNTY OF EL DORADO  Health and Human Services Agency Suite B  Placerville, CA 95667  ATTN: Contracts Unit  Email: <a href="mailto:hhsa-contracts@edcgov.us">hhsa-contracts@edcgov.us</a></p> <p>with a copy to:</p> <p style="padding-left: 40px;">COUNTY OF EL DORADO  Chief Administrative Office  Procurement and Contracts Division  330 Fair Lane  Placerville, CA 95667  ATTN: Purchasing Agent  Email: <a href="mailto:procon@edcgov.us">procon@edcgov.us</a></p> <p>Informal communication shall be sent to:</p> <p style="padding-left: 40px;">COUNTY OF EL DORADO  Behavioral Health Division  ATTN: Manager of Behavioral Health Programs  768 Pleasant Valley Road, Suite 201  Diamond Springs, CA 95619  Email: <a href="mailto:mhsa@edcgov.us">mhsa@edcgov.us</a></p> <p>or to such other location or email as County directs.</p>
<b>1.2</b>	<b><u>Lessor:</u></b>	<p><b><u>NAME:</u></b> _____</p> <p>Notices to Lessor shall be addressed as follows:</p> <p style="padding-left: 40px;">_____ (Company Name)  _____ (Address)  _____ (City, State, Zip)  ATTN: _____ (Name) (Title)  Email: <a href="mailto:vendoremail@vendor.com">vendoremail@vendor.com</a></p>

		or to such other location or email as the Lessor directs.
1.3	<b><u>Premises:</u></b>	Residential property consisting of approximately _____rentable square feet of area which includes: _____bedrooms _____bathrooms _____Furnished (If furnished, attach completed Inventory of Furnishings form, Exhibit A) _____Unfurnished
1.4	<b><u>Property:</u></b>	Residential property located at: _____ _____
1.5	<b><u>Term:</u></b>	<b><u>Commencement Date:</u></b> This Lease shall become effective when fully executed by all parties hereto from the date thereof, and shall remain in effect unless terminated pursuant to the provisions contained herein this Lease under the Article(s) titled, "Termination" or "Default"
1.6	<b><u>Rent:</u></b>	<b>Monthly Rent:</b> \$_____ per month, to commence upon the first day a Lessee client occupies the property, or when Lessee takes possession, whichever comes first, in accordance with Section 3 "Rent."  <b>Monthly Rent includes:</b> Monthly Rent for the residential property identified herein in 1.3. Premises at the location identified in 1.4 Property.
1.7	<b><u>Utilities:</u></b>	<b>Monthly Utilities:</b> Utilities shall be itemized and submitted by Lessor to Lessee within 30 days of end of service month in accordance with Section 6, "Compensation."  <b>Monthly Utilities include:</b> _____ _____  Total utilities shall not exceed \$_____ per year.
1.8	<b><u>Security Deposit:</u></b>	None.
1.9	<b><u>Definitions:</u></b>	Definitions in this Lease shall have the meanings specified herein in accordance with the Articles titled "Basic Lease Provisions" and "Definitions."

## **ARTICLE 2: COMPLIANCE WITH LAWS**

2.1 Changes to Property. Except for the Premises, Lessor reserves the right to make or allow permanent or temporary changes or replacements to the Property during the Term. Lessor's activities may require the temporary alteration of means of ingress and egress to the Property and the installation of scaffolding and other temporary structures while the work is in progress. Such work shall be performed in a manner reasonably designed to minimize interference with Lessee's residents. Notwithstanding the foregoing, Lessor shall not block Lessee's or Lessee's residents' ingress and egress of the Premises.

Lessor warrants and represents that all structures on the premises have received all required building and other development permits. Lessor further warrants and represents that they shall obtain any required building and other development permits for all other repairs or improvements made during the Lease.

2.2 The parties agree that this Lease is subject to the effect of any covenants, conditions, restrictions, easements, mortgages or deeds of trusts, ground leases, right of way of record, and any other matters or documents of record ("Restrictions"). Lessee agrees that as to its leasehold estate, Lessee will conform to the Restrictions which may now or hereafter encumber the Property. This Lease is subordinate to the Restrictions and any amendments or modifications thereto.

## **ARTICLE 3: RENT**

3.1 Payment of Rent shall commence on the first day a Lessee client occupies Property or Lessee takes possession. If the commencement date is a day other than the first day of a month, then the first and last monthly installment of Lessee's monthly installment of rent shall be prorated on the basis of a thirty (30) day month. Thereafter, rent shall be paid on or before the first day of each calendar month.

## **ARTICLE 4: REPAIR AND MAINTENANCE**

4.1. Lessor shall inspect the premises quarterly and, at its sole cost and expense, maintain and repair, throughout the initial and extended term(s) of the Lease, or cause to be maintained and repaired, in good working order, repair, and condition, including but not limited to:

4.1.1. Systems and Equipment of the residence and Property.

4.1.2. Foundation, exterior, windows, walls, stairs, structural components, and roof of the residence.

4.1.3. Common Areas.

Except in emergency situations, Lessor shall provide Lessee written advanced notice of inspection, providing at least twenty-four (24) hours advanced notice. Said inspection shall occur between the hours of 8 a.m. to 5 p.m. Monday through Friday, Pacific Standard Time (PST)/Pacific Daylight Time (PDT) zone.

Lessor shall have ten (10) days after notice from Lessee to perform its obligations hereunder, except Lessor shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency as determined by Lessee. Any notice or demand concerning a material hazard or emergency may be made orally, by telephone or otherwise, provided that confirmation is given via written notice within two (2) days after the oral notice or demand is made.

4.2. Should Lessor not perform its obligations within the time limitations provided herein, Lessee, after notice to Lessor, may perform the obligations and has the right to be reimbursed for the sum Lessee actually and reasonably expends (including charges for use of Lessee's employees and equipment) in the performance of Lessor's obligations. If Lessor does not reimburse Lessee within ten (10) days after demand from Lessee, Lessee shall have the right to withhold from future rent due the sum Lessee has

expended until Lessee is reimbursed in full. Lessor shall also be liable for any other damages (whether direct or consequential), and rent shall be abated, on account of Lessor's failure to perform its maintenance and repair obligations.

#### **ARTICLE 5: SERVICES, UTILITIES, TAXES, AND ASSESSMENTS**

- 5.1 Lessor shall furnish the Premises with the following services and pay for following utilities:
- 5.1.1 Heating, ventilation, and air conditioning (“HVAC”) for the comfortable occupancy of Premises for residential purposes, subject to any energy conservation or other regulations which may be applicable from time to time. The HVAC system shall be inspected each year by a qualified inspector. Lessor shall notify Lessee when the inspection shall occur and shall provide Lessee with a copy of the inspection report within five (5) days of receipt by Lessor. Lessor shall correct any problems identified in the inspection report within ten (10) days of the date of the inspection. (Air conditioning is optional for Premises located in South Lake Tahoe.)
  - 5.1.2 Gas and/or electrical current for routine lighting and the operation of general household appliances.
  - 5.1.3 Water for restrooms, dishwashers, clothes washers, and other reasonable residential uses.
  - 5.1.4 Basic telephone, basic television (satellite or cable) and basic internet service.
- 5.2 Lessee agrees to reasonably cooperate with Lessor, and to abide by all regulations and requirements which Lessor may prescribe for the proper functioning and protection of the residence's HVAC, electrical, and plumbing systems.
- 5.3 Lessor shall provide a clothes washer, clothes dryer, stove or oven, and a refrigerator.
- 5.4 Lessor may, at his/her discretion, provide additional furnishings for the premises under this Agreement. Additional furnishings provided shall be itemized on Exhibit A, marked “Mental Health Adult Transitional-Living Lease Agreement, Inventory of Furnishings form,” incorporated herein and made by reference a part hereof.
- 5.5 Lessor shall ensure, during a snow event, that ingress and egress access (i.e., entrance doors to the property, staircase(s) leading to entrances, sidewalk or walkway, driveway, etc.) is substantially free of snow and ice within the following time frames: a) within twelve (12) hours of a snow event; b) within each twenty-four (24) hour period during a snow event if such event duration is greater than twenty-four (24) hours; and c) whenever the snow or ice accumulation creates a condition that is dangerous to the property or to persons using the property in a reasonable manner.
- 5.6 Unless due to any fault on the part of the Lessee, its employees, or agents, Lessee’s obligation to pay rent shall abate proportionately during any period in which Lessee’s access to, or use of, all or any portion of the Premises for their intended purpose is so impaired that Lessee cannot, and actually does not, use all or such portion of the Premises for a period in excess of five (5) consecutive business days; the rent abatement in such case to commence as of the sixth (6) business day. Lessee shall give Lessor notice of any such interruption of access, use, or service prior to Lessee ceasing to use all or any portion of the Premises. If such interruption or discontinuation in services continues beyond thirty (30) consecutive business days, Lessee has the right to terminate the Lease with no additional financial obligation to Lessor.

- 5.7 Should Lessee require, and should Lessor provide, additional residential services during the Lease term, Lessee agrees to pay the expense of additional services as mutually agreed upon in writing by both parties.
- 5.8 In the event that services provided by Lessor under the Lease are discontinued due to Lessor's failure to pay, Lessee shall have the option to assume payment for such services, in which event Lessee will be entitled to a rent credit equal to the amount thus paid by Lessee, plus fifteen percent (15%) annual interest, which shall be applied against the first installments of rent due under the Lease until the obligation is fully satisfied.
- 5.9 Lessor shall pay all real property taxes, special taxes, and assessments on or attributable to the Premises.

## **ARTICLE 6: COMPENSATION**

- 6.1 **Rates:** For the purposes of this Agreement, the rates shall not exceed the amounts specified in ARTICLE I, BASIC LEASE PROVISIONS, 1.6 Rent and 1.7 Utilities, inclusive of all utilities listed, unless otherwise changed pursuant to 6.2.1, Rent Payment Increase or 6.3.1., Utilities Not to Exceed Increase included in this Article.
- 6.2 **Rent Payment:** In accordance with ARTICLE 3, RENT, rent payments shall be made by Lessor on or before of the first of the month or the first day Lessee client occupies the premises with no obligation of invoicing from the Lessor.

### **6.2.1 Rent Payment Increase**

Upon written request by Lessor to Lessee prior to April of any given year, and in accordance with the Tenant Protection Act of 2019, specifically California Civil Code Sections 1946.2 and 1947.12, rent as defined in Section 1, 1.6 Rent, may be adjusted, in accordance with AB 1482, to take effect July of the following fiscal year. Upon County of El Dorado's Health and Human Services Agency's (HHS) confirmation of approval of the rate change provided via written notice, the revised rates shall be incorporated by reference as if fully set forth herein.

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

- 6.3 **Utilities Invoices:** It is a requirement of this Agreement that Lessor shall submit an original invoice, similar in content and format with the Invoice Template available at: <https://ElDoradoCounty.ca.gov/HHS-Contractor-Resources>, and incorporated by reference herein, within thirty (30) days following the end of a "service month" defined as a calendar month during which the Lessee occupied the residence and Lessor provides utility services except in those instances where Lessor obtains written approval from the HHS Director or designee granting an extension of the time to complete billing for services or expenses. Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Lessor's charges for the specific utilities billed on those invoices.

Invoices shall be sent as follows, or as otherwise directed in writing by County:

Email (preferred method):	U.S. Mail:
<a href="mailto:BHinvoice@edcgov.us">BHinvoice@edcgov.us</a> Please include in the subject line: "Contract #, Service Month, Description / Program	County of El Dorado Health and Human Services Agency Attn: Finance Unit 3057 Briw Road, Suite B Placerville, CA 95667-5321

or to such other location or email as County directs.

For all satisfactory services provided herein, Lessee (County of El Dorado) agrees to pay Lessor monthly in arrears and within forty-five (45) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. County may withhold or delay any payment if Lessor fails to comply with any provision of this Agreement.

6.3.1 **Utilities Not to Exceed Increase:** A change in the yearly not to exceed rate for collective utilities, may be reevaluated annually in April to take effect July of the following fiscal year.

6.3.1.a Lessor must provide, via a written notice in accordance with ARTICLE 31, NOTICES TO PARTIES, evidence from the previous twelve (12) months that the collective utilities cost is **in excess of the contracted yearly not to exceed utilities rate.** Upon County of El Dorado's Health and Human Services Agency's (HHSA) written confirmation of approval of the rate change, the revised rates shall be incorporated by reference as if fully set forth herein.

6.3.2 **Supplemental Invoices:** For those situations where a utility service is disallowed by HHSA on an invoice, or inadvertently not submitted on an invoice, and a corrected invoice is later submitted ("Supplemental Invoice"), Supplemental Invoices for services provided during the period July 1st through June 30th for each fiscal year of this Agreement and received by HHSA after July 31 of the subsequent fiscal year, shall be neither accepted nor paid by the County. Requests for exceptions to pay an invoice received after July 31 of the subsequent year, must be submitted in writing and must be approved by HHSA's Agency Chief Fiscal Officer.

6.3.3 **Denied Invoices:** Payments shall be made in the amount of the Lessor's total claim, minus the amount of denied services. County will submit to Lessor the amount of denials received for the prior months' services, as identified on documents received from the State. Lessor shall make adjustment for denials on Lessor's next submitted invoice.

**ARTICLE 7: ASSIGNMENT AND SUBLETTING**

7.1 This lease shall not be assigned by either party without the written consent of the other party, which consent shall not be unreasonably withheld. The party requesting assignment or subletting ("Transfer") of the Lease shall provide the other party with prior written notice of the proposed Transfer containing the items specified in Section 7.2 below. Within ten (10) business days after receipt of the Transfer notice, the other party shall notify the requesting party of its election to (a) approve the requested Transfer or (b) disapprove the requested Transfer, which disapproval shall specify the reasons for such disapproval.

Notwithstanding the foregoing, no consent shall be required for an assignment or sublet to any Lessee agencies, departments, affiliates, or contractors.

- 7.2 Documentation Required: The Transfer notice shall be accompanied by each of the following:
- 7.2.1 A copy of all proposed Transfer documents.
  - 7.2.2 A statement setting forth the name, address and telephone number of the transferee, and all principal owners of the transferee.
  - 7.2.3 Current financial information regarding the proposed transferee, including a statement of financial condition.
  - 7.2.4 For any sublease, a description of the portion of the Premises to be sublet.
  - 7.2.5 Any other information reasonably required by the party in order to determine the financial responsibility, character, and reputation of the proposed transferee, nature of such transferee's business, or proposed use of the residence or portion thereof.

In the event of any transfer by any Lessor of its interest, Lessor shall be automatically relieved from all liability accruing from and after the date of the transfer or conveyance, but shall not be released from the obligation to indemnify Lessee for acts or omission occurring prior to the transfer unless so released by Lessee in writing. Upon any conveyance of title to the Property, the grantee or transferee shall be deemed to have assumed Lessor's obligations to be performed under this Lease from and after the date of such conveyance.

#### **ARTICLE 8: INSURANCE**

- 8.1 Prior to Commencement Date, Lessor shall furnish to Lessee proof of a policy of insurance issued by an insurance company that is acceptable and satisfactory to Lessee's Risk Manager and documentation evidencing that Lessor maintains insurance that meets the following requirements:
- 8.1.1 General Liability insurance is required providing coverage at least as broad as ISO GL Form 00 01 on an occurrence basis for bodily injury including death of one or more persons, property damage and personal injury with limits of not less than \$1,000,000. The policy shall include coverage for premises and operations for the term of the policy.
  - 8.1.2 Property insurance on real property covered by this Lease shall be under a standard "special form" policy. All property insurance must be for replacement value.
  - 8.1.3 The certificate of insurance must include the following provisions stating that:
    - 8.1.3.a The insurer shall not cancel the Lessor coverage without prior written notice to County, and;
    - 8.1.3.b The Lessee, its officers, officials, employees and volunteers shall be covered, on an "Additional Insured Endorsement" page, as additional insured as respects general liability arising out of activities performed on behalf of the Lessor insofar as the operations under this Agreement are concerned.
  - 8.1.4 Workers' Compensation and Employers' Liability Insurance with statutory limits are required covering all employees of Lessor's working directly on the residence or Premises as required by law in the State of California. The Worker's Compensation policy shall include a waiver of subrogation.

No Worker's Compensation insurance shall be required if the Lessor completes the following certification:

"I certify that I have no employees, and that I do not employ anyone, therefore, I am exempt from the legal requirements to provide Workers' Compensation insurance."

\_\_\_\_\_  
(Lessor Initials)

8.1.5 Verification of Coverage

8.1.5.a Lessor shall provide initial insurance documents to the County representative upon request, prior to execution of the final Lease Agreement. All future insurance renewal documents shall be sent to the County department administering the contract.

8.1.5.b Copies of the policy shall be delivered to the County upon demand.

8.1.5.c The County may withdraw its offer or cancel this Lease Agreement if the certificates of insurance and endorsements required have not been provided prior to the execution of this Lease. Failure to provide insurance certificates and endorsements and keep such certificates and endorsements current will be considered a material breach by Lessor of this Lease Agreement.

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

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, employees, and volunteers.

8.1.7 The County will be provided with thirty (30) days written notice of cancellation or material change in the policy terms or language.

8.1.8 Lessor shall require and verify that all contractors and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in Section 8.1

**ARTICLE 9: INDEMNITY**

9.1 Lessor shall defend, indemnify and hold Lessee harmless from and against any and all losses, damages, claims, suits, costs, and liability for damages of every name, kind and description, including reasonable attorney's fees, incurred, brought for, or on account of any damages to property or injuries to or death of any person, or any economic or consequential losses which are claimed to or in any way caused by, arise out of, or are connected with the operations, acts, omissions, or performance under this Lease by Lessor, its employees, agents or contractors, except to the extent such damage or injury is caused by the sole or active negligence of Lessee, its officers and employees, or tenants.

The insurance obligations of Lessor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

**ARTICLE 10: DAMAGE OR DESTRUCTION: EMINENT DOMAIN**

10.1 Damage or Destruction. If any part of the Premises or the Property is damaged by fire, Hazardous Substance Condition, or other casualty and the damage affects Lessee's use or occupancy of the Premises,



Lessee shall give prompt notice to Lessor, and Lessor shall repair such damage with reasonable diligence. Except as provided herein, Lessor shall, at its sole cost and expense, restore or repair the Premises diligently and to their condition immediately prior to the damage. If such casualty occurs and a portion of the Premises is still usable by Lessee, the rent shall be abated and prorated on a square footage basis of usable space until the Premises are restored to their original condition.

10.1.1 In the event of damage or destruction or Hazardous Substance Condition to the Premises or the Property and a portion of the Premises is still usable, the rent payable by Lessee for the period required for the repair or remediation of such damage shall be abated and prorated on a square footage basis of usable space until the Premises are restored to their original condition immediately prior to the damage.

10.1.2 If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair, remediation, or restoration of the Premises within ninety (90) days after such obligation shall accrue, Lessee may at any time prior to the commencement of such repair or restoration give written notice to Lessor and to any Lenders, of which Lessee has actual notice, of Lessee's election to terminate the Lease on a date not less than sixty (60) days following the giving of such notice. If Lessee gives such notice and repair or restoration is not commenced within thirty (30) days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such thirty (30) days, this Lease shall continue in full force and effect. "Commence" shall mean the beginning of the actual work on the Premises.

10.1.3 Exceptions to Obligation to Rebuild. Notwithstanding the above, this Lease may be terminated by Lessor in any of the following situations:

10.1.3.a If substantial alteration or reconstruction of the Property or Premises is required as a result of the damage, to an extent exceeding forty percent (40%) of the full insurable value thereof.

10.1.3.b If the damage to the Property or Premises is caused by the gross negligence or willful misconduct of Lessee, its employees, officers, or residents.

10.1.3.c If existing laws do not permit the Premises to be restored to substantially the same condition as they were in immediately before the destruction.

10.1.3.d If the damage occurs during the last six (6) months of the Lease Term and the repair, reconstruction, or restoration of the Premises will take more than six (6) months to complete.

Any such election to terminate this Lease shall be exercised by notice to Lessee delivered within sixty (60) days after the occurrence of the event of casualty causing such damage. The notice shall specify the date of termination, which shall be at least sixty (60) days after such notice is given. If Lessor gives such notice of termination, this Lease shall terminate as of the date specified, and all rent shall be prorated to the later of the date of termination or Lessee's vacation of the Premises.

10.1.4 Lessee's Right to Terminate. If the Premises are rendered uninhabitable by reason of such damage, Lessor shall give Lessee a reasonable estimate of the time required for repair within 45 days after the date of damage. If Lessor reasonably estimates that the time needed for repair will

extend more than nine (9) months after the date of damage, then Lessee shall have the right to terminate this Lease by giving written notice within fifteen (15) days after receipt of Lessor's estimate. The termination shall be effective ten (10) days after the date such notice of termination is given.

10.2 Eminent Domain. If the residence or Premises, or such portion thereof shall be taken for public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation, or eminent domain, or sold to prevent such taking, either party shall have the right to terminate this Lease effective as of the date possession is required to be surrendered to said authority.

10.2.1 Lessee shall not assert any claim against Lessor or the taking authority for any compensation because of such taking and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. However, Lessee shall not be precluded from claiming from the condemning authority any compensation to which Lessee may otherwise lawfully be entitled in respect to personal property or fixtures belonging to Lessee, or for relocating to new space, or for the unamortized portion of any Tenant Improvements installed in the Premises to the extent they were paid for by Lessee or for the loss of goodwill.

10.2.2 In the event of taking of less than the entire Premises, Lessee may elect to terminate the Lease by giving thirty (30) days written advanced notice to Lessor. If Lessee does not so elect, Lessor shall promptly proceed to restore the Premises to substantially their same condition prior to such partial taking and a proportionate allowance shall be made to Lessee for the rent corresponding to the time during which, and to the part of the Premises of which Lessee shall be so deprived on account of such taking and restoration. Notwithstanding the foregoing, if the costs of restoration exceed the portion of the condemnation award allocated to restoration costs, Lessor may elect to terminate this Lease unless Lessee elects to pay such excess.

## **ARTICLE 11: DEFAULT**

11.1 The occurrence of any one or more of the following shall be deemed a default by Lessee, or as and where the context allows, by Lessor:

11.1.1 Abandonment or Vacation of Premises. Abandonment or vacation of the Premises by Lessee; together with the non-payment of rent, for a continuous period in excess of thirty (30) consecutive days.

11.1.2 Nonpayment of Rent. Lessee's failure to pay rent when due, if the failure continues for five (5) days after notice has been given to Lessee via written notice.

11.1.3 Other Obligations. Except as otherwise expressly provided in this Lease, the failure to perform any other provisions or obligations under this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to the defaulting party via written notice. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

11.1.4 Nuisance. Lessor must notify Lessee of instances of nuisance, which includes but is not limited to anything which is injurious to health, including but not limited to the illegal sale of controlled substances or is indecent or offensive to the senses.

11.1.4.a A public nuisance is one which affects at the same time an entire community or

neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.

- 11.2 Notice given under this Article, sections 11.1.1 through 11.1.4, shall specify the alleged default and applicable Lease provisions and shall demand that the defaulting party perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time. No such notice shall be deemed forfeiture or a termination of this Lease unless the party giving notice so elects in the notice, or the party giving notice so elects in a subsequent notice via written notice after the time to cure has expired. Lessee agrees to give Lessor's lenders, by registered or certified mail, return receipt requested, a copy of any notice of default served upon Lessor, provided that prior to such obligation to give notice, Lessee has been notified, in writing of the addresses of the Lenders. Lessee further agrees that if Lessor shall have failed to cure such default within the time provided in this Lease, then before Lessee pursues its other remedies, Lessor's lenders shall have an additional thirty (30) days (the "Lender Cure Period") within which to cure the default on behalf of Lessor.
- 11.3 Under this Article, pursuant to Section 11.1.4, Lessor shall serve a three-day (3) notice to the Lessee and the tenant and shall specify the alleged default, applicable Lease provisions, describe the tenant's improper conduct, and shall demand that the defaulting party correct the default. No such notice shall be deemed forfeiture or a termination of this Lease unless the party giving notice so elects in the notice, or the party giving notice so elects in a subsequent notice via written notice after the time to cure has expired.

#### **ARTICLE 12: REMEDIES UPON DEFAULT**

- 12.1 Termination. In the event of a default, either party may elect to terminate this Lease or can cure the default at the defaulting party's cost. The election to terminate may be stated in any notice served upon the defaulting party.
- 12.2 Any sum paid by the non-defaulting party to cure the default shall be due within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate permitted by law. Lessee shall have the right to withhold from future rent due the sum Lessee has expended until Lessee is reimbursed in full for the sum and interest on it.
- 12.3 Remedies Cumulative. All rights, privileges and elections of remedies are cumulative and, to the extent permitted by law, are in addition to and do not in any manner limit other remedies set forth in other sections of this Lease.

#### **ARTICLE 13: TERMINATION**

- 13.1 This Lease may be terminated upon the occurrence of one or more of the following:
- 13.1.1 The failure to remedy any default or breach of any provisions of this Lease.
- 13.1.2 The failure to comply with any provisions of this Lease.
- 13.1.3 Damage or destruction, or condemnation of the Premises as specified in Section 10.
- 13.1.4 In the case of bankruptcy, voluntary or involuntary, or insolvency of either party.
- 13.2 Termination for Lack of Funding: Lessee's business operations are funded by federal, state, county, local, and/or private foundations ("Funding Sources"). Notwithstanding any provisions in this Lease, if during the Term of the Lease, the Funding Sources reduce, eliminate, withhold, or make unavailable to

Lessee sufficient funds to meet the obligations of this Lease, Lessee shall have the right to terminate this Lease upon sixty (60) days notice via written notice of such termination to Lessor.

- 13.3 Termination without Cause: Lessee may terminate this Lease in whole or in part upon sixty (60) calendar days notice via written notice by Lessee without cause to Lessor for any reason. Lessor may terminate this Lease in whole or in part upon sixty (60) calendar days notice via written notice by Lessor without cause to Lessee for any reason. In no event, however, shall Lessee be obligated to pay more than the total amount of the Lease.

#### **ARTICLE 14: SUBORDINATION AND ATTORNMENT**

- 14.1 Subordination. At the election of the Lessor or any first mortgagee with a lien on the property or any ground lessor with respect to the property, this Lease shall be subject to and subordinate to the lien of any mortgage or deed of trust which may now exist or hereafter be executed for which the residence, land, ground leases or underlying leases, or Lessor's interest or estate in any said items is specified as security. If requested by Lessor, Lessee agrees to execute and deliver to Lessor, within ten (10) business days after demand therefore via written notice, and in the form requested by Lessor or such further instruments confirming the subordination of this Lease to the lien of any such mortgage or deed trust as may be requested by Lessor or any Lender from time to time. Any failure or refusal of Lessee to execute such instrument, which incorporates Lessee's reasonable changes, within ten (10) business days, shall constitute a default. However, Lessor agrees that as a condition to any subordination of this Lease to any future mortgage, deed of trust or ground lease, Lessee shall first receive a subordination, attornment, and non-disturbance agreement from such lender or ground lessor on commercially reasonable terms.
- 14.2 Attornment. In the event of the foreclosure of any mortgage or cancellation, Lessee, at the request of the then successor to the Lessor following such event, shall attorn to and recognize the successor (herein referred to as the "Successor Lessor"), as Lessor under this Lease. Lessee agrees to execute and deliver at any time upon request of any Lender or purchaser, and the successors of either, any instrument reasonably requested to further evidence such attornment.
- 14.3 Non-Disturbance Protection. Notwithstanding anything to the contrary contained herein, Lessee's obligations to subordinate its rights hereunder to any future mortgage or to attorn to any future lender shall be conditioned upon Lessor's obtaining from the Lender (upon request from Lessee) a non-disturbance agreement in such other commercially reasonable form as may be acceptable to Lessor's lender providing in substance that:
- 14.3.1 So long as Lessee is not in default under this Lease, Lessee's tenancy will not be disturbed, nor its rights under this Lease affected by, any default under such mortgage nor shall Lessee be named as a defendant in any foreclosure proceeding (unless the Lender is legally required to do so);
- 14.3.2 Any Successor Lessor shall assume the obligations of Lessor under this Lease accruing thereafter;
- 14.3.3 The non-disturbance agreement shall be binding upon and inure to the benefit of the successors or assigns of the parties thereto.

#### **ARTICLE 15: LESSEE'S DEFAULT**

Right to Cure: Lessee shall not be deemed to be in default in the performance of any obligation required of it under this Lease unless Lessee has failed to perform such obligation within 30 days after receipt by Lessor of notice via written notice from Lessor to Lessee, specifying the obligation in question and the manner in which Lessee has failed to perform the obligation. If the nature of Lessee's obligation is such that more than thirty (30)

days are reasonably required for its performance, Lessee shall not be in default if Lessee commences to cure the default within ten (10) business days after receipt of notice and proceeds to completion with reasonable promptness.

#### **ARTICLE 16: ENTRY AND ACCESS**

Lessor and its agents or representatives may enter the Premises only in case of emergencies or required maintenance and repairs of the Premises. Any inspection, entry or access to the Premises shall be coordinated through Lessee's management or personnel and with no less than 24 hours prior notice, except in emergency situations. Access to the Premises will be under supervision and accompanied at all times by Lessee's employees or designee(s), unless otherwise waived in writing by Lessee. All work shall be done as expeditiously as reasonably feasible so as to cause as little interference to Lessee as reasonably possible. Lessor shall at all times have a key to all doors providing entry to the Premises.

16.1 Lessee shall have access twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year to the Premises and residence.

#### **ARTICLE 17: RELOCATION**

Lessor shall not have the right to relocate Lessee under any circumstances.

#### **ARTICLE 18: SURRENDER OF PREMISES**

Upon the expiration or earlier termination of this Lease, Lessee shall surrender the Premises in the same condition as when received except for any changes or replacements to the Premises performed by Lessor, reasonable and ordinary wear and tear excepted.

#### **ARTICLE 19: Health Insurance Portability and Accountability Act (HIPAA)**

Lessor shall comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including, but not limited to, Privacy Rule (45 CFR Parts 160 and 164), as such are implemented and revised from time to time, including, without limitation, the American Recovery and Reinvestment Act ("ARRA") and the objectives of the guidelines establishing privacy standards as adopted by any federal regulatory agencies having jurisdiction over Lessee's affairs (the "Privacy Guidelines"). "Protected health information" ("PHI") shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Part 160 and Subparts A and E or Part 164 and all amendments thereto (commonly known as the "Privacy Standards,") as promulgated by the U.S. Department of Health and Human Services pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and all amendments thereto ("HIPAA"). Neither Lessor nor Lessor's employees, agent, or contractors shall need access to, or the use of, any PHI. In the event PHI is seen by or disclosed (whether inadvertently or otherwise) to Lessor or its employees, agent, or contractors, the Party discovering such disclosure shall promptly notify Lessee, and if required by applicable law, to regulatory agencies. Lessor shall promptly take commercially reasonable measures to prevent any subsequent dissemination by Lessor or its employees or agents of such PHI to third parties, and if required by applicable law, to regulatory agencies. The parties agree that the provisions of this section do not create, and are not intended to create, a "business associate" relationship between parties as that term is defined by the Privacy Standards.

#### **ARTICLE 20: MOLD AND AIR QUALITY**

Lessor warrants and represents that the Premises are free of mold and odor free. Lessor, at its sole cost and expense, shall remove, mitigate, or remediate any such mold or odors that Lessee identifies during the initial and extended term(s) of the Lease.

#### **ARTICLE 21: HAZARDOUS MATERIALS**

Lessor hereby represents and warrants that to Lessor's actual knowledge that as of the date hereof there are no Hazardous Materials on or under the Premises or Property and that Lessor has received no written notice stating that any portion of the Property is in violation of any Hazardous Material laws. Removal or remediation of any Hazardous Materials which existed on the Premises or Property prior to Lessee's occupancy or not caused by the gross negligence or willful acts or omissions of Lessee, its employees or residents shall be the sole obligation of Lessor. Lessor shall indemnify, defend and hold harmless Lessee, its employees or agents, from and against any and all losses, liability, claims, lawsuits, damages, destruction of property, or injuries incurred by Lessee in connection with or as the result of the presence, use, or disposal of any Hazardous Materials in or about the Premises or Property.

**ARTICLE 22: AUTHORITY**

Each of the persons executing this Lease on behalf of any entity warrants and represents that he or she has been duly authorized to do so by the entity on whose behalf he or she executes this Lease, and that said entity will thereby be obligated to perform the terms of this Lease.

**ARTICLE 23: LEASE AGREEMENT ADMINISTRATOR**

The County of El Dorado Officer or employee with responsibility for administering this Lease is Nicole Ebrahimi-Nuyken, Director, Behavioral Health, Health and Human Services Agency (HHSA), or successor. In the instance where the named Lease Administrator no longer holds this title with Lessee and a successor is pending, or HHSA has to temporarily delegate this authority, Lessee Lease Administrator's Supervisor shall designate a representative to temporarily act as the primary Lease Administrator of this Lease and HHSA Administration shall provide the Lessor with the name, title and email for this designee via notification in accordance with ARTICLE 31, NOTICES TO PARTIES.

**ARTICLE 24: AMENDMENTS**

This Lease may not be modified or amended except pursuant to a written amendment duly executed by all of the parties hereto.

**ARTICLE 25: FURTHER ASSURANCES**

From time to time, either party, at the request of the other party, and without further consideration, shall execute and deliver further instruments and take such other actions as the requesting party may reasonably require to complete the transactions contemplated by this Agreement more effectively.

**ARTICLE 26: NO THIRD-PARTY BENEFICIARIES**

This Lease is made and entered into for the sole benefit and protection of the parties hereto, and the parties do not intend to create any rights or benefits under this Lease for any person who is not a party to this Lease, other than a Lender and the Indemnified Parties.

**ARTICLE 27: WAIVER**

The waiver by any party of any term, covenant, agreement or condition herein contained shall be effective only if in writing and shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition herein contained, nor shall any custom or practice which may develop between the parties in the administration of this Lease be construed to waive or to lessen the right of any party to insist upon the performance by the other party in strict accordance with all of the terms, covenants, agreements and conditions of this Lease.

**ARTICLE 28: FORCE MAJEURE**

Whether or not any specific provision of this Lease expressly excepts delays caused by Force Majeure, neither Lessee nor Lessor shall be chargeable with, or be liable or responsible to the otherwise chargeable, liable or

responsible party for, anything or in any amount for any failure to perform or delay in performing caused by Force Majeure, provided that nothing herein shall affect or relieve Lessee's obligation to pay rent under this Lease. Any such failure or delay due to Force Majeure shall not be deemed a breach of or default in the performance of this Lease by either Lessee or Lessor. In this event, the affected party will promptly give written notice to the other party of the fact that it is unable to perform and the Force Majeure that gives rise to their inability to perform. Once the Force Majeure has ceased, the affected party will provide written notice to the other party and immediately resume its performance under this Lease. Notwithstanding the foregoing, those provisions of this Lease that exclude specifically Force Majeure events shall govern and control over this Article.

**ARTICLE 29: TIME OF THE ESSENCE**

Time is of the essence with respect to the performance of this Lease.

**ARTICLE 30: ESTOPPEL CERTIFICATE**

Lessee shall at any time, and from time to time, upon twenty (20) business days' prior written notice from Lessor, execute, acknowledge and deliver to Lessor an Estoppel Certificate. Any Estoppel Certificate may be relied upon by any Lender or any prospective lender with respect to, or any prospective purchaser of any interest in, the Property. Any failure or refusal by Lessee to execute and return a requested Estoppel Certificate within the time period specified in this Section 29 (without additional time, despite any other provision of this Lease) shall constitute a default.

**ARTICLE 31: NOTICES TO PARTIES**

All notices, requests, demands or other communications required or desired to be given hereunder, to be legally binding, shall be in writing, with both the County Health and Human Services Agency and County Chief Administrative Office addressed in said correspondence, and served by either United States Postal Service mail or electronic email. Notice by mail shall be served by depositing the notice in the United States Post Office, postage prepaid and return receipt requested, and deemed delivered and received five (5) calendar days after deposit. Notice by electronic email shall be served by transmitting the notice to all required email addresses and deemed delivered and received two (2) business days after service.

Notices to Parties shall be addressed as defined in ARTICLE 1, BASIC LEASE PROVISIONS, 1.1 Lessee and 1.2 Lessor, or to such other address as the party to whom the notice is addressed has theretofore specified in a notice served upon the other party in accordance with the requirements hereof. In addition, a copy of any notice with respect to a default of or claim against Lessor, which is served upon Lessor, shall be sent concurrently to all Lenders of which Lessee has notice.

**ARTICLE 32: GOVERNING LAW**

This Lease shall be governed by and construed pursuant to the law of the State of California, without reference to conflicts of laws rules.

**ARTICLE 33: SEVERABILITY**

In the event that any provision of this Lease shall be adjudicated to be void, illegal, invalid, or unenforceable, the remaining terms and provisions of this Lease shall remain in full force and effect.

**ARTICLE 34: SUCCESSORS AND ASSIGNS** Subject to all restrictions set forth herein, the terms, covenants, conditions and agreements herein contained shall inure to the benefit of and bind the heirs, successors, legal representatives and assigns of the parties hereto.

**ARTICLE 35: INTERPRETATION**

The provisions of this Lease shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

### **ARTICLE 36: COUNTERPARTS**

This Lease may be executed in counterparts, each of which shall be deemed an original including copies sent to a party by facsimile transmission or in portable document format (pdf), but which together shall constitute one and the same instrument.

### **ARTICLE 37: DEFINITIONS**

In addition to the terms defined in ARTICLE 1, BASIC LEASE PROVISIONS of the Lease, the following terms shall have the meanings specified below when used in the Lease:

- 37.1.1 Days mean calendar days unless otherwise specifically referred to as business days.
- 37.1.2 Estoppel Certificate means a certificate to be executed by Lessee as together with such additional information as any Lender or prospective purchaser may reasonably require.
- 37.1.3 Force Majeure means fire or other casualty, earthquake, explosion, flood, hurricane, acts of God, enemy or hostile governmental action, civil commotion, war, invasion, terrorist attack, insurrection, rebellion, riots, strikes or lockouts, or any other cause or occurrence beyond the reasonable control of the party obligated to perform.
- 37.1.4 Hazardous Materials means any substance, material, product, chemical, waste, contaminant, or pollutant including but not limited to, asbestos and asbestos-containing materials, urea formaldehyde, radioactive substance, flammable explosives, petroleum including crude oil or any fraction thereof, polychlorinated biphenyls, and all other hazardous substance, materials, waste regulated by existing or future federal, state or local law, ordinance, regulation, code, resolution, administrative or legal decisions, and any common law theory relating to such materials.
- 37.1.5 Person means an individual, trust, partnership, joint venture, association, corporation, and any other legal or business entity.
- 37.1.6 Personal Property means any trade fixtures, furnishings or equipment, and all other personal property contained in the Premises from time to time.
- 37.1.7 Property shall mean the Property described in ARTICLE 1, BASIC LEASE PROVISIONS, 1.4, Premises, including the land, the residence thereon and all roads, landscaped areas, improvements situated on or adjacent to the land, as the same may be modified, altered, reduced or expanded from time to time throughout the Term of this Lease.
- 37.1.8 Systems and Equipment means any plant, machinery, transformers, duct work, cable, wires, equipment, facilities, or systems designed to supply heat, ventilation, air conditioning, humidity, or any other services or utilities, or comprising or serving as any component or portion of the electrical, gas, steam, plumbing, sprinkler, communications, alarm, security, or fire/life/safety systems or equipment, or any other mechanical, electrical, electronic, computer or other systems or equipment utilized for the Property or any portion of it.

### **ARTICLE 38: ELECTRONIC SIGNATURES**

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a



record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

**ARTICLE 39: CONFLICT OF INTEREST**

The parties to this Lease have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Lessor and performing work for Lessee and who are considered to be a Contractor within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County’s Conflict of Interest Code. Lessee’s Contract Administrator shall at the time this Lease is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Lease are Consultants within the meaning of the Political Reform Act and County’s Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Lessor covenants that during the term of this Lease neither it, or any officer or employee of the Lessor, has or shall acquire any interest, directly or indirectly, in any of the following:

- A. Any other contract connected with, or directly affected by, the services to be performed by this Lease.
- B. Any other entities connected with, or directly affected by, the services to be performed by this Lease.
- C. Any officer or employee of County that are involved in this Lease.

If Lessor becomes aware of a conflict of interest related to this Lease, Lessor shall promptly notify Lessee of the existence of that conflict, and Lessee may, in its sole discretion, immediately terminate this Lease by giving written notice as detailed in the Article titled “Termination”

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Lessor shall complete and sign the attached Exhibit B, marked “California Levine Act Statement,” incorporated herein and made by reference a part hereof, regarding campaign contributions by Lessor, if any, to any officer of Lessee.

**ARTICLE 40: ENTIRE AGREEMENT**

This Lease constitutes the entire understanding of the parties with respect to the Premises and supersedes all prior or contemporaneous understandings and agreements relating to the subject matter thereof. There are no other promises, covenants, understandings, agreements, representations, or warranties with respect to the subject matter of this Lease except as expressly set forth herein or in any instrument executed concurrently herewith.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_  
Name  
Title  
Department

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

**Requesting Department Head Concurrence:**

By: \_\_\_\_\_  
Name  
Title  
Department

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

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

**-- COUNTY OF EL DORADO --**

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

Name  
Director  
El Dorado County Health and Human Services Agency  
"Lessee"

**-- LESSOR NAME --**

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

Name  
Title  
"Lessor"

**Lessor Name**

**Exhibit A**

**Mental Health Adult Transitional Living Lease Agreement Inventory of Furnishings**

Lessor: \_\_\_\_\_

Address: \_\_\_\_\_

<u>Furnishings</u>	<u>Number</u>	<u>Description/Condition</u>	<u>Furnishings</u>	<u>Number</u>	<u>Description/Condition</u>
<b><u>Living Room</u></b>			<b><u>Kitchen</u></b>		
<u>Sofa</u>			<u>Microwave</u>		
<u>Arm Chair</u>			<u>Coffee Maker</u>		
<u>Table</u>			<u>Table</u>		
<u>Lamp</u>			<u>Chairs</u>		
<u>Curtains</u>			<u>Pots &amp; Pans</u>		
<u>Blinds</u>			<u>Dishes</u>		
<u>Carpet/Rugs</u>			<u>Cutlery</u>		
<u>Television</u>			<u>Blinds/Curtains</u>		
<b><u>Bedroom 1</u></b>			<b><u>Bedroom 4</u></b>		
<u>Bed</u>			<u>Bed</u>		
<u>Dresser</u>			<u>Dresser</u>		
<u>Nightstand</u>			<u>Nightstand</u>		
<u>Carpet/Rugs</u>			<u>Carpet/Rugs</u>		
<u>Blinds/Curtains</u>			<u>Blinds</u>		
<u>Lamp</u>			<u>Lamp</u>		
<b><u>Bedroom 2</u></b>			<b><u>Other Furnishings</u></b>		
<u>Bed</u>					
<u>Dresser</u>					
<u>Nightstand</u>					
<u>Carpet/Rugs</u>					
<u>Blinds/Curtains</u>					
<u>Lamp</u>					
<b><u>Bedroom 3</u></b>					
<u>Bed</u>					
<u>Dresser</u>					
<u>Nightstand</u>					
<u>Carpet/Rugs</u>					
<u>Blinds/Curtains</u>					
<u>Lamp</u>					

Lessor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Lessee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Vendor Name**  
**Exhibit B**  
**California Levine Act Statement**

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

\_\_\_\_\_YES \_\_\_\_\_NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

\_\_\_\_\_YES \_\_\_\_\_NO

If yes, please identify the person(s) by name:

If no, please type N/A.

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized individual

\_\_\_\_\_  
Type or write name of company

\_\_\_\_\_  
Type or write name of authorized individual