

**LEASE AGREEMENT
#6431**

This **LEASE AGREEMENT** (“Agreement”) is made this 22 day of March, 2022, (“Effective Date”) by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (hereinafter referred to as “County,”), and the California Tahoe Emergency Services Operations Authority (hereinafter referred to as “CTESOA”) a Joint Powers Authority, duly qualified to conduct business in the State of California, whose principal place of business is 2951 Lake Tahoe Boulevard, South Lake Tahoe, California 96150 (together hereinafter referred to as, the “Parties”) on the terms and conditions which follow.

RECITALS

- A. **WHEREAS**, the County owns certain real property located in the City of South Lake Tahoe, commonly known as 3066 Lake Tahoe Boulevard, South Lake Tahoe, California, as shown in Exhibit A, marked “Property”, attached hereto and incorporated herein by reference (the “Property”); and
- B. **WHEREAS**, CTESOA has entered into Agreement #5873 with County to provide ambulance services within El Dorado County dated August 24, 2021 (“County Ambulance Contract”); and
- C. **WHEREAS**, CTESOA desires to lease the Property upon the terms contained in this Agreement for the duration of the term of the County Ambulance Contract; and
- D. **WHEREAS**, CTESOA will need to complete certain modifications and additional improvements to the Property in order to make the Property fit for CTESOA’s use of housing personnel, equipment, and emergency medical transportation vehicles; and
- E. **WHEREAS**, the County desires to lease the Property to CTESOA on the terms contained in this Agreement for the duration of the term of the County Ambulance Contract and allow CTESOA to make necessary modifications and improvements in order to increase community access to emergency medical services; and

NOW, THEREFORE, in consideration of the covenants and conditions of this Agreement, including the Recitals hereof, which are incorporated herein by this reference, the Parties agree as follows:

1. Term. This Agreement shall become effective upon execution by both parties and shall expire on August 31, 2031 (“Initial Term”), with an option for CTESOA to extend for one (1) additional five (5) year term (“Renewal Term”), so long as CTESOA is not in default of the Agreement and the County Ambulance Contract is still in effect.

CTESOA shall submit to the County a notice exercising its option to extend the term no later than ninety (90) calendar days prior to the end of the initial term.

2. Grant of Lease. County hereby leases the Property to CTESOA, subject to the terms and conditions set forth herein.
3. Use of Property. CTESOA may use the Property for the operation of its emergency medical transportation services, the storage of related equipment and vehicles, the housing of CTESOA employees, employee and community trainings and meetings, and other uses related to CTESOA's mission.
4. Annual Lease Payment. CTESOA agrees to pay County as payment for lease of the Property, the sum of One Dollar (\$1.00) for the Initial Term and One Dollar (\$1.00) for the Renewal Term, payable in advance to County on execution of this Agreement.
5. Property Provided in "As Is" Condition. The Property is provided to CTESOA in an "as is" condition. County shall not be required to make or construct any alterations including structural changes, additions, or improvements to the Property, except as set forth in this Agreement and any exhibits hereto. By using and occupying the Property pursuant to this Agreement, CTESOA accepts the Property in "as is" condition.
6. Compliance with Law. CTESOA shall comply with all applicable federal, state, and local laws, codes, ordinances, policies, rules and regulations regarding use of the Property as presently enacted or hereafter amended or issued ("Law").
7. Maintenance and Protection of the Property. In maintaining and protecting the Property, CTESOA agrees to the following obligations:
 - a. CTESOA shall keep the Property as clean and sanitary as conditions permit.
 - b. CTESOA shall dispose of all refuse, garbage, and other waste in a clean and sanitary manner. No waste materials or refuse shall be dumped upon or permitted to remain on any portion of the Property except in trash containers designated for that purpose.
 - c. CTESOA shall not use, permit, or allow the Property to be used, occupied, or improved in any manner or for any purpose that is in any way in violation of any Law.
8. Utilities. Except as otherwise set forth in this Agreement, CTESOA shall be responsible for the payment of all utilities serving the Property, including gas, electricity, water, sewer, garbage, and internet and telephone service.
9. No Assignment, Subletting or Third Party Use. CTESOA may not assign, sublet, or permit any third party use of the whole or any part of the Property without the prior written consent of the County, except that CTESOA may permit third parties to use the

Property under CTESOA supervision, to hold workshops, trainings, or meetings for CTESOA partners and the community.

10. Property Improvements.

- a. CTESOA shall have the right to, at its own cost and expense, make all reasonably necessary alterations, renovations, and improvements to Property in order to make it fit for CTESOA's use ("Tenant Improvements"), including construction or installation of facilities reasonably necessary for the housing of CTESOA's emergency medical transport vehicles ("Ambulance Housing"). Any plans and specifications for Tenant Improvements and Ambulance Housing are subject to County's prior written consent, which consent shall not be unreasonably withheld. CTESOA, at its own cost and expense, shall be responsible for ensuring Tenant Improvements and Ambulance Housing are constructed in compliance with the Law.
- b. County understands the Property may not currently meet State, local and Tahoe Regional Planning Agency (TRPA) building code standards applicable to CTESOA's use of the Property. County agrees to provide a grace period to allow CTESOA time to come into compliance with all such building codes applicable to CTESOA's use of the Property provided CTESOA continues to take reasonable steps toward completing the necessary improvements.
- c. CTESOA shall be solely responsible, at its own cost and expense, for any maintenance, repair, replacement, and upkeep for the interior and exterior of Property and for any CTESOA-owned improvements and personal property placed on the Property.
- d. County shall be responsible for extraordinary items of maintenance and repair affecting the CTESOA's use of the Property, such as repair of main sewer lines that are clogged, damaged, or broken due to no fault of CTESOA, and repair of damaged walkways and driveways, except for any repairs or upgrades triggered by CTESOA's renovations of the Property.
- e. CTESOA and County shall each be responsible for compliance with all applicable laws, ordinances, regulations, and rules of any public authority relating to their respective maintenance obligations as set forth herein.

11. Surrender of the Property. The Parties agree that any and all trade fixtures, furniture, equipment, or other articles of personal property owned by or installed by CTESOA at its expense on the Property shall be and remain the property of the CTESOA and may be removed by the CTESOA upon expiration or termination of the Agreement,. Prior to surrendering possession of the Property to County, CTESOA agrees to repair any damage to the Property caused by or in connection with the removal of any CTESOA-owned trade fixtures, furniture, equipment or other articles of personal property from the Property at CTESOA's sole cost and expense. Any alterations permanently fixed to

realty that are made or installed on the Property and that in any manner are attached to the floors, walls, or ceilings shall become property of the County and surrendered with the Property.

12. Holding Over. Should CTESOA hold over at the Property after this Agreement has terminated without extension or execution of a new lease agreement by the Parties, such holding over shall be deemed a tenancy from month to month on the same terms and conditions set forth herein. County shall provide written notice at least three (3) months prior to the termination of any month to month tenancy.
13. Damage to the Property. If by no fault of the CTESOA, the Property is totally or partially damaged or destroyed by flood, fire, earthquake, accident or other casualty, such that the Property is no longer usable for CTESOA's purposes as set forth in this Agreement, either party may terminate this Agreement by written notice to the other party. The County shall not be obligated to repair the damage, rebuild, or restore the Property to the same condition as the Property was in immediately before the damage or destruction.
14. Termination. Either Party may terminate this Agreement at any time upon one hundred eighty (180) calendar days' written notice to the other Party. Such termination automatically shall take effect on the 181st day following such notice, or on such later date as specified in the notice, or as the Parties may agree in writing. Upon termination of this Agreement for any reason, or at the expiration of the term hereof, CTESOA shall, within ninety (90) calendar days, remove all CTESOA improvements, furniture, equipment and personal property from the Property and shall restore the Property to the condition existing upon the Effective Date of this Agreement, excepting normal wear and tear and any improvements, alterations, modifications, or renovations CTESOA made pursuant to Section 10 of this Agreement.
15. Default. Either Party may terminate this Agreement upon sixty (60) calendar days' written notice to the other Party if the other Party is in default and fails within such sixty (60)-day period to cure such default. A Party will be deemed to be in default under this Agreement if it fails to comply with any obligation, term, or covenant herein. Termination of this Agreement will not affect or diminish the rights, claims, or remedies available to the non-defaulting Party arising by reason of any default.
16. Insurance. CTESOA shall secure and maintain in force during the term of this Agreement the following:
 - a. General liability insurance with single limit coverage of not less than Two Million dollars (\$2,000,000) per occurrence for injury to or death of persons and property damage. Coverage must be made on the standard Occurrence form. Claims-Made forms are not acceptable without prior written consent of County. County of El Dorado must be endorsed as an additional insured for liability arising out of ongoing operation by on behalf of CTESOA. If a commercial general liability insurance form or other form with a general

aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- b. Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. Any notice of cancellation of all Workers' Compensation policies must be received by County at least thirty (30) calendar days prior to such change. CTESOA shall provide thirty (30) calendar days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against County, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for County.
- c. Automobile Liability Coverage. CTESOA shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CTESOA arising out of or in connection with this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall be endorsed with the following specific language:
 - i. County, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured's under CTESOA's General Liability and Automobile Liability policies with respect to liability arising out of this Agreement and/or work performed by or on behalf of the CTESOA.
 - ii. This policy shall be considered primary insurance as respects County, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by County, including any self-insured retention County may have, shall be considered excess insurance only and shall not contribute with it.
 - iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring CTESOA.
 - iv. The insurer waives all rights of subrogation against County.
 - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County, its elected or appointed officers, officials, employees, agents or volunteers.

- vi. No policies of insurance carried by CTESOA shall be suspended, voided, canceled, or changed in coverage or in limits except after thirty (30) calendar days written notice to the County's Risk Management Department by Certified Mail.
- e. Deductibles and Self-Insured Retentions. CTESOA shall be responsible for all deductibles in all of CTESOA's insurance policies. The amount of deductibles for insurance coverage required herein shall be reasonable and approved by the County Attorney.
- f. Certificates of Insurance. CTESOA shall provide certificates of insurance with original endorsements to County as evidence of the insurance coverage required herein. CTESOA shall not commence work on the Property until all insurance required under this section has been approved by County as to form, amount and carrier. Certificates of insurance shall contain no exclusions unless negotiated with the County's Risk Management Department and approved, in writing, by the County's Risk Manager or designee.

17. Indemnification.

- a. CTESOA shall defend, indemnify, and hold harmless County, and each of County's elected and appointed officials, officers, employees, agents, volunteers, and contractors from and against any and all claims, demands, causes of action, liabilities, losses, damages, or expenses of any kind or nature, to the extent said claims, demands, causes of action, liabilities, losses, damages, or expenses arise from the CTESOA's intentional, negligent or willful act or omission related to this Agreement or CTESOA's use of the Property pursuant to this Agreement. This Section 17(a) shall survive termination of this Agreement.
- b. County shall defend, indemnify, and hold harmless CTESOA and each of the CTESOA's elected or appointed officials, officers, employees, agents, volunteers, and contractors from and against any and all claims, demands, causes of action, liabilities, losses, damages, or expenses of any kind or nature, to the extent said claims, demands, causes of action, liabilities, losses, damages, or expenses arise from County's intentional, negligent or willful act or omission related to this Agreement. This Section 17(b) shall survive termination of the Agreement.

18. Governing Law/Venue. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Lease shall be brought solely in the Superior Court of the State of California for El Dorado County, South Lake Tahoe Division, subject to any transfer of venue as required by law.

19. Notices. Any notice, demand, approval, consent, or other communication between the Parties will be provided to the following addresses:

COUNTY:

County of El Dorado
Chief Administrative Office
330 Fair Lane, Placerville CA 95667

CTESOA:

Executive Director
2951 Lake Tahoe Blvd
South Lake Tahoe, CA 96150

With a copy to

Nicholas Clair
Lozano Smith
One Capitol Mall, Suite 640
Sacramento, CA 95814

Notice may be provided by personal service, regular mail, certified mail, overnight mail with proof of delivery, facsimile with proof of transmission, or by email provided receipt is acknowledged. By written notice to the other, either Party may change its mailing address or correspondence information.

20. Severability. If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, statute, or ordinance by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
21. Assignment. Neither Party may assign or transfer any of its obligations, rights, or duties under this Agreement. Any such purported assignment or transfer shall be void, and shall constitute a breach of this Agreement.
22. Amendment. Each of the Parties acknowledges and agrees that this Agreement may be amended only by a writing signed by both the Parties and approved or ratified by each Party's governing board.
23. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and there are no other promises or conditions in any other agreement whether oral or written.

24. Waiver. The failure of either Party to enforce any provision of this Agreement will not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
25. Future Assurances. Each of the Parties agrees to execute such further documents and take such further actions as may be reasonably necessary or appropriate to effectuate the terms of this Agreement.
26. Execution by Facsimile or in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.
27. Warrant of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.
28. Ratification/Approval. This Agreement shall not be effective unless and until ratified and approved by the CTESOA's Governing Board.
29. Contract Administrator. The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Division Manager, Chief Administrative Office, or successor.

IN WITNESS WHEREOF, the parties have executed this Lease #6431 on the day and year specified below.

COUNTY OF EL DORADO

By: *Aori Parlin*

Dated: 3-22-22

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: *Kim Dawson*
Deputy Clerk

Dated: 3-22-22

CALIFORNIA TAHOE EMERGENCY SERVICES OPERATIONS AUTHORITY

By: *Tamara Wallace*

Name: Tamara Wallace

Title: Board Chair

Date: June 14, 2022

