

**SUBLEASE AGREEMENT BETWEEN  
THE CALIFORNIA TAHOE EMERGENCY SERVICES OPERATIONS  
AUTHORITY  
AND  
THE CITY OF SOUTH LAKE TAHOE**

This Sublease Agreement (“Agreement”) is made this 11 day of February, 2020, (“Effective Date”) by and between the California Tahoe Emergency Services Operations Authority (“CTESOA”) and the City of South Lake Tahoe (“City”, and together with CTESOA, the “Parties”) on the terms and conditions which follow.

**RECITALS**

- A. **WHEREAS**, the County of El Dorado (“County”) leased to the City certain real property located at 3066 Lake Tahoe Boulevard, South Lake Tahoe, California (the “Land”) pursuant to a lease dated December 12, 1972 and subsequent amendments thereto (“County Lease”); and
- B. **WHEREAS**, the City constructed certain facilities and made other improvements on the Land (the Land and the improvements thereon are collectively the “Property”); and
- C. **WHEREAS**, CTESOA desires to sublease the Property in order to serve as an ambulance facility, including the housing of personnel, equipment, and emergency medical transportation vehicles; 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 City desires to sublease the Property to CTESOA and allow CTESOA to make necessary modifications and improvements in order to increase community access to emergency medical services; and
- F. **WHEREAS**, pursuant to the County Lease, the County must provide the City with written consent to sublease the Property; and
- G. **WHEREAS**, the County is required to provide written consent to the City to enter into this Agreement with CTESOA, including all terms contained herein.

**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:

## AGREEMENT

1. Term. The initial term of this Agreement shall be for eighteen (18) months, commencing on the Effective Date, through September 1, 2021 (“Initial Term”), unless earlier terminated as provided herein. Provided CTESOA has submitted and the City has approved or conditionally approved an improvement and renovation plan pursuant to Section 10(b) of this Agreement or if no such plan is required, the Agreement shall automatically renew for an additional five (5) year term (“Renewal Term”), through September 1, 2026.
2. Grant of Lease. In exchange for the consideration provided in this Agreement, and contingent upon County executing the Acknowledgement and Consent to Sublease, attached hereto as Exhibit A, and incorporated herein by reference, City 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 City 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 City on execution of this Agreement.
5. Property Provided in “As Is” Condition. The Property is provided to CTESOA in an “as is” condition. City 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, 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 City, 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 without the prior consent of County or City, except that CTESOA is responsible for obtaining any required permits from the City prior to initiating construction. CTESOA may construct or install facilities reasonably necessary for the housing of CTESOA's emergency medical transport vehicles ("Ambulance Housing"). City agrees to assist CTESOA in securing land coverage for the Ambulance Housing as required by the Tahoe Regional Planning Agency, including but not limited to the transfer of not less than 50 square feet of City held land coverage to CTESOA.
  - b. City understands the Property may not currently meet State and local building code standards applicable to CTESOA's use of the Property. City agrees to provide a grace period equivalent to the Initial Term to allow CTESOA time to come into compliance with all such building codes applicable to CTESOA's use of the Property. During the Initial Term, CTESOA shall conduct a survey of the Property to determine whether the Property meets State and local building code standards applicable to its use of the Property and what, if any, renovations and improvements must be made to the Property to meet applicable building code standards. CTESOA shall, no later than sixty (60) calendar days prior to the expiration of the Initial Term, submit a plan to the City describing the required renovations and improvements to make the Property compliant with applicable building code standards and the proposed schedule for completing the renovations and improvements. The City shall approve, deny, or conditionally approve the plan with proposed modifications no later than the last day of the Initial Term.
  - c. If the City conditionally approves the plan with proposed modifications, the Parties shall have sixty (60) calendar days to meet and confer to reach an

agreement on the plan and the City agrees to continue and the grace period to come into compliance with all building codes applicable to CTESOA's use of the Property. If the Parties fail to reach an agreement on the plan within the specified time, this Agreement shall terminate and CTESOA shall have ninety (90) calendar days to vacate the Property.

- d. CTESOA's failure to submit a plan as described herein or the City's denial of the Plan prior to the expiration of the Initial Term shall prevent the automatic renewal of this Agreement pursuant to Section 1 and CTESOA shall have ninety (90) calendar days from September 1, 2021 to vacate the Property.
  - e. If CTESOA's survey of the Property pursuant to Section 10(b) of this Agreement concludes that the Property in its then current condition complies with all building code standards applicable to CTESOA's use, and the City Building Official agrees, CTESOA shall not be required to submit any plans to the City and the Agreement shall automatically renew at the expiration of the Initial Term pursuant to Section 1 of this Agreement.
  - f. The City agrees to continue the grace period to come into compliance with all building codes applicable to CTESOA's use of the Property while CTESOA completes the necessary renovations and improvements in compliance with the approved plan described in Section 10(b) of this Agreement.
  - g. 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.
  - h. City 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.
  - i. CTESOA and City 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 improvements, 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, unless otherwise agreed by the Parties. Prior to surrendering possession of the Property to City, CTESOA agrees to repair any damage to the Property caused by or in connection with the removal of any CTESOA-owned improvements, furniture,

equipment or other articles of personal property from the Property at CTESOA's sole cost and expense.

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. City 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, CTESOA may terminate this Agreement by written notice to City and the City shall be responsible for all damage and repair costs to the Property.
14. Termination. Either Party may terminate this Agreement at any time upon one hundred eighty (180) 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. This Agreement shall automatically terminate on April 3, 2023 if the County and City have not entered into a new or extended County Lease at least 90 days prior to the existing County Lease's termination date of July 1, 2023 and the City shall provide written notice to CTESOA prior to such termination. Upon termination of this Agreement for any reason, or at the expiration of the term hereof, CTESOA shall, within ninety (90) 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) days' written notice to the other Party if the other Party is in default and fails within such 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 City. City of South Lake Tahoe 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 City at least thirty (30) days prior to such change. CTESOA shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.
- 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. City, 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 City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by City, including any self-insured retention City 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 City.
  - v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, 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) days written notice to the City Attorney 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 City Attorney.
- f. Certificates of Insurance. CTESOA shall provide certificates of insurance with original endorsements to City 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 City as to form, amount and carrier. Certificates of insurance shall contain no exclusions unless negotiated with the City Attorney and approved, in writing, by the City Attorney.

17. Indemnification.

- a. CTESOA shall defend, indemnify, and hold harmless City, and each of City'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. City 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 City'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 addressees:

CITY:

City Manager  
1901 Lisa Maloff Way  
South Lake Tahoe, CA 96150

With a copy to:

City Attorney  
1901 Lisa Maloff Way  
South Lake Tahoe, CA 96150

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

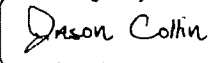
Notice may be provided by personal service, regular mail, certified mail, overnight mail with proof of delivery, facsimile with proof of transmission, or by email provided receipt is acknowledged. By written notice to the other, either Party may change its mailing address or correspondence information.

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.

**CITY OF SOUTH LAKE TAHOE**

By:   
3679671408A34A2  
 Name: Jason Collin  
 Title: Mayor  
 Date: 2/13/2020

**ATTEST** Signed by:

By:   
208FDBD139A94F  
 Name: Susan Blankenship  
 Title: City Clerk  
 Date: 2/13/2020

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

**CALIFORNIA TAHOE EMERGENCY SERVICES OPERATIONS AUTHORITY**

By: Signed in Counterpart  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

- 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.

**CITY OF SOUTH LAKE TAHOE**

By: Signed in Counterpart  
 Name: Jason Collin  
 Title: Mayor  
 Date: \_\_\_\_\_

The presence of electronic signature certifies that the foregoing is a true and correct copy as approved by the South Lake Tahoe City Council.

**CALIFORNIA TAHOE EMERGENCY SERVICES OPERATIONS AUTHORITY**

By: [Signature]  
 Name: Rynn Wagener  
 Title: Executive Director  
 Date: 1/25/20

**EXHIBIT A**  
**Acknowledgement and Consent to Sublease**

**ACKNOWLEDGMENT AND CONSENT TO SUBLEASE AGREEMENT**

County of El Dorado hereby consents to the foregoing Sublease Agreement subject to the following conditions:

1. Sublease Subject and Subordinate to County Lease. The Sublease is subject and subordinate to all the terms, covenants and conditions of the County Lease applicable to the Subleased Property. This Consent does not release or discharge the City from any of the covenants, agreements, liabilities and duties set forth in the County Lease. Any act or omission of CTESOA or anyone else claiming under or through CTESOA that would constitute a violation or breach of any of the terms of the County Lease shall be deemed a violation or a breach of the County Lease by City.
2. Use of Subleased Property. This Consent does not extend to, and expressly excludes, consent to any portion of the Sublease term that extends beyond the term of the County Lease or any expansion of the Subleased Property areas described in the Sublease. Any additional extension of the term or expansion of the Subleased Property shall require prior written consent by the County.
3. No Waiver. Nothing contained herein shall be deemed a waiver of County's rights under the County Lease. In no event shall County be deemed to be in privity of contract with CTESOA or owe any obligation or duty to CTESOA under the Sublease or otherwise, and any duties of County under the County Lease being in favor of, for the benefit of and enforceable solely by City. To the extent the Sublease grants City or CTESOA greater rights vis-à-vis County than provided under the terms of the County Lease, such provisions are void and of no effect as to County.

**COUNTY OF EL DORADO:**

By: 

Date: 