

# CONTRACT ROUTING SHEET

Date Prepared: 07/07/2008

Need Date: 07/14/2008

**PROCESSING DEPARTMENT:**

Department: Facilities and Fleet Services

Dept. Contact: Chuck Harrell

Phone #: 621-6051

Department: \_\_\_\_\_

Head Signature: George Sanders

**CONTRACTOR:**

Name: Kang Y. Lee D.D.S.

Address: El Dorado Center Building  
Suites 201, 203, & 205  
3368 Lake Tahoe Blvd.  
South Lake Tahoe 96150

Phone: (530) 541-8229

**CONTRACTING DEPARTMENT:** Facilities and Fleet Services

Service Requested: Review & Edit Amendment to County of El Dorado lease to Dr. Lee of El Dorado Center Building Suites 201, 203, & 205 in South Lake Tahoe.

Contract Term: Four year with options Contract/Amendment Value: \$39,090.72

Compliance with Human Resources requirements? Yes: ☐ No: ☐

Compliance verified by: \_\_\_\_\_

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved: ☐ Disapproved: ☐ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: ☐ Disapproved: ☐ Date: \_\_\_\_\_ By: \_\_\_\_\_

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**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved: ☐ Disapproved: ☐ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: ☐ Disapproved: ☐ Date: \_\_\_\_\_ By: \_\_\_\_\_

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**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_

**COUNTY OF EL DORADO**  
**AMENDMENT I TO LEASE # 044-L0311**

**THIS AMENDMENT I** to lease #044-L0311, dated August 1, 2002 (the "Lease"), by and between **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Lessor," and the **KANG Y. LEE, D.D.S.**, a sole proprietorship, hereinafter called "Lessee", is hereby amended as follows:

**WHEREAS**, on August 1, 2002, a lease agreement ("Lease") was entered into between the **COUNTY OF EL DORADO**, a political subdivision of the State of California ("Lessor") and **KANG Y. LEE, D.D.S.**, ("Lessee"), for that certain real property know as: **El Dorado Center Building, 3368 Lake Tahoe Blvd., Suites 201, 203, 205, South Lake Tahoe, CA 96150** (Premises); and

**WHEREAS**, on August 1, 2004, the El Dorado County Board of Supervisors approved the exercise of the first option to extend the lease for **KANG Y. LEE, D.D.S.**, and

**WHEREAS**, the Lessor and Lessee desire to amend said lease agreement to change the monthly payment and annual rent adjustments.

**NOW THEREFORE**, it is mutually agreed as follows:

1. **SECTION 3, PAYMENT**, is hereby amended to reflect the Lessee agrees to pay to Lessor as rent the sum of **Three Thousand Two Hundred Fifty Seven Dollars and Fifty Six Cents (\$3,257.56)** per month for the period of August 1, 2008 to July 31, 2012 payable on the fifteenth day of each and every month commencing on August 1, 2008 and each and every month thereafter. Rents shall be paid to the order of: **COUNTY OF EL DORADO**, at 360 Fair Lane, Placerville, CA 95667, attention: Real Property Planning & Administration. Said monthly rent amount shall be adjusted on August 1, 2012, and annually thereafter, in an amount equal to two (2%) percent of the then current monthly rent amount.

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

**DEPARTMENT CONCURRENCE:**

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

**Signed:**\_\_\_\_\_  
**George Sanders, Facilities and Fleet**

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

**LESSEE: KANG Y. LEE, D.D.S.**

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

**Signed:**\_\_\_\_\_  
**Kang Y. Lee, D.D.S.**

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

**Signed:**\_\_\_\_\_  
**Michael Suthard, General Partner**

**LESSOR: COUNTY OF EL DORADO**

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

**Signed:**\_\_\_\_\_  
**, Chairman**

**Board of Supervisors**

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

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

**By:**\_\_\_\_\_  
**Deputy Clerk**



# COUNTY OF EL DORADO

## General Services Department

**Real Property Planning & Administration**  
**Patricia Booth, Manager**  
9530) 621-6543 FAX (530) 295-2538

**George W Sanders, Interim Director**  
Mailing Address: 360 Fair Lane  
Physical Address: 345 Fair Lane, Placerville, CA 95667  
(530) 621-5846 FAX (530) 295-2538

June 22, 2004

Kang Y. Lee, DDS  
3368 Lake Tahoe Blvd., #203  
South Lake Tahoe, CA 96150

Re: Exercise of Option to Extend Lease Agreement #044-L0311  
3368 Lake Tahoe Blvd. South Lake Tahoe, CA

Dear Lessee:

The El Dorado County Board of Supervisors has approved the exercise of the first option to extend the lease for Kang Y. Lee, DDS located at 3368 Lake Tahoe Blvd., Suite 203, South Lake Tahoe for an additional four (4) year term, commencing on August 1, 2004 and ending on July 31, 2008. The lease payment shall be \$2,814.00 per month. Therefore, please consider this letter as the County's official notification to you of the said option.

If you have any questions please feel free to contact me at (530) 621-5933.

Sincerely,

A handwritten signature in cursive script that reads "Debra Lane".

Debra Lane, Lease Administrator  
Real Property Planning & Administration

# COUNTY OF EL DORADO

## LEASE # 044-L0311

**THIS LEASE** is made by and between **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter called "Lessor", and **KANG Y. LEE, D.D.S.**, a sole proprietorship, whose principal place of business is 3368 Lake Tahoe Blvd., suite 203, South Lake Tahoe, CA 96150, herein after referred to as "Lessee".

### 1. PREMISES

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, for and in consideration of the rents, covenants and agreement hereinafter set forth, the "Premises" described as follows:

El Dorado Center Building  
Suites 201, 203 and 205  
3368 Lake Tahoe Blvd., South Lake Tahoe, CA 96150

The Premises consists of 1,568 square feet of improved office space together with the use of the restrooms and common parking areas with other the tenants of the building.

### 2. TERM

The term of this Lease shall be for two (2) years commencing on or about August 1, 2002 and ending on July 31, 2004, subject however, to earlier termination as hereinafter more particularly provided in Paragraph 21.

### 3. PAYMENT

Lessee agrees to pay to Lessor as rent the sum of **Two Thousand Six Hundred Eighty Dollars (\$2,680.00)** per month for the period of August 1, 2002 to July 31, 2004 payable on the fifteenth day of each and every month commencing on August 1, 2002, and each and every month thereafter. Rents shall be paid to the order of: **COUNTY OF EL DORADO**, at 360 Fair Lane, Placerville, CA 95667, attention: Manager of Real Property Planning & Administration. Said monthly rent amount shall be adjusted on August 1, 2004, and annually thereafter, in an amount equal to five (5%) percent of the then current monthly rent amount.

**4. OPTION FOR ADDITIONAL TERMS**

Lessee shall have the option to Lease the subject Premises for five (5) additional four (4) year terms after the initial Lease expiration date of July 31, 2004. Lessee shall notify Lessor in writing approximately sixty (60) days prior to the expiration of the first two (2) year term and each additional four (4) year term thereafter, should Lessee elect to exercise said option (s).

**5. USE OF PREMISES**

The Premises are leased to the Lessee for the purpose of conducting business and activities permitted by law, including any government operations or uses related thereto.

**6. PROHIBITED USE**

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

- (a) Increase the existing fire rates or cancel any fire, casualty, liability or other insurance policy insuring the building or its contents;
- (b) Violate or conflict with any law, statute, ordinance, governmental rule or regulation whether now in force or hereinafter enacted, governing the Premises;
- (c) Obstruct or interfere with the rights of other tenants or occupants of the building or injure or annoy them; and
- (d) Constitute commission of a waste on the Premises.

**7. INSURANCE**

1. LESSEE shall provide proof of a policy of insurance satisfactory to the LESSOR and documentation evidencing that LESSEE maintains insurance that meets the following requirements:
  - A. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
  - B. Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.

- C. LESSEE shall furnish a certificate of insurance satisfactory to LESSEE as evidence that the insurance required above is being maintained.
- D. The insurance shall be issued by an insurance company acceptable to the LESSOR or be provided through partial or total self-insurance likewise acceptable to LESSOR.
- E. LESSEE agrees that the insurance required above shall be in effect at all times during the term of this Lease. In the event said insurance coverage expires at any time or times during the term of this Lease, LESSEE agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Lease, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the LESSOR and LESSEE agrees that the Lease shall not commence prior to the giving of such approval. In the event the LESSEE fails to keep in effect at all times insurance coverage as herein provided, LESSOR may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event.
- F. The certificate of insurance must include a provision stating that:
1. The insurer will not cancel the insured's coverage without 30 days prior written notice to the LESSOR, and;
  2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Lease are concerned. This provision shall apply to all liability policies except workers' compensation.
- G. The LESSEE's insurance shall be primary insurance as respects the LESSOR, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the LESSOR, its officers, officials, employees or volunteers shall be in excess of the LESSEE's insurance and shall not contribute with it.

- H. Any deductibles or self-insured retention must be declared to and approved by the LESSOR. At the option of the LESSOR either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the LESSOR, its officers, officials and employees; or LESSEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- I. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the LESSOR, its officers, officials, employees or volunteers.
- J. The insurance companies shall have no recourse against the County of El Dorado, its officers, officials or employees for payment of any premiums or assessments under any policy issued by any insurance company.
- K. LESSEE's obligations shall not be limited by the foregoing requirements and shall survive the expiration of this Agreement.
- L. In the event LESSEE cannot provide an occurrence policy, LESSEE shall provide insurance covering claims made as a result of performance of this Lease for not less than three (3) years following completion of this Lease.
- M. The Certificate of Insurance shall meet additional standards as may be determined by the LESSOR, either independently or in consultation with the LESSOR's Risk Manager, as essential for protection of the LESSOR.

## **8. INDEMNIFICATION**

LESSOR shall indemnify, defend, and hold harmless LESSEE, its officers, agents and employees, from and against any claims, actions, suits, costs, expenses (including reasonable attorney's fees) and other cost of defense incurred or liabilities, whether for damage to or loss of property, or injury to or death of person, which in any way arise from or are connect with the acts or omissions of LESSOR or its officers, agents, employees, contractors, subcontractors, or business invitees, or LESSOR' S use of the Premises,



unless such damage, loss, injury, or death shall be caused by the sole, or active negligence of County, or the willful misconduct of County, as expressly provided by statute.

LESSEE shall indemnify, defend, and hold harmless LESSOR, its officers, agents, and employees, from and against any claims, actions, suits, costs, expenses (including reasonable attorney's fees) and other cost of defense incurred or liabilities, whether for damage to or loss of property, or injury to or death of person, which in any way arise from or are connected with the acts or omissions of LESSEE or its officers, agents, employees, contractors, subcontractors, or business invitees, or LESSEE'S use of the Premises to the extent such loss, damage, injury, or liability is not covered by the insurance required as provided for in paragraph 7. "INSURANCE" above, unless such damage, loss, injury or death shall be caused by the sole, or active negligence of LESSOR, or the willful misconduct of LESSOR.

The duties of LESSOR or LESSEE to indemnify and save each other harmless include the duties to defend as set forth in California Civil Code Section 2778. The provisions of this section shall survive the termination of the Lease for any event.

## **9. ALTERATIONS**

Lessee shall not make or permit any other person to make any alterations to the Premises without the written consent of Lessor first obtained. Should Lessor consent to the making of any alterations to the Premises by the Lessee, subsequent to execution of this Lease, said alterations shall be made at the sole cost and expense of Lessee by a contractor or other person selected by Lessee and approved in writing by Lessor before work commences. Any and all alterations, with the exception of previously approved relocatable walls and other alterations readily removable without significant damage to the building Premises, interior or exterior, shall on expiration or sooner termination of this Lease, become the property of Lessor and remain on the Premises. Lessee is authorized to change, at Lessee's sole cost and expense, the existing exterior sign for Lessee's portion of the Premises subject to issuance of a permit from the City of South Lake Tahoe and the Lake Tahoe Regional Planning Agency (TRPA).

**10. MAINTENANCE AND REPAIRS**

Lessee shall, at all times during the term of this Lease and any renewal or extension thereof, maintain, at Lessee's sole cost and expense, the Premises, in a good, clean, and safe condition, and shall on expiration or sooner termination of this Lease surrender the Premises to Lessor in as good condition and repair as they are in on the date of this Lease, reasonable wear and tear and damage by the elements excepted. Lessor shall maintain and be responsible for the repair of the structural and exterior elements, mechanical (heating and air conditioners, etc.) and other elements of the building which are an integral part of the building structure and serve the building as a whole.

**11. NOT USED**

**12. INSPECTION BY LESSOR**

Lessee shall permit Lessor or Lessor's agent, representative, or employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether Lessee is complying with the terms of the Lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises under the Lease.

**13. SERVICES FURNISHED BY LESSOR**

Lessor shall, at Lessor's own cost and expense, maintain the exterior walls, exterior windows, automobile parking areas, exterior lighting, sidewalks, retaining walls, ramps, plumbing, electrical, heating and air conditioning, landscaped areas, air conditioning and heating equipment and ductwork, and roof and structural supports of the building of which the Premises are a part, in good order and repair, excepting any repairs caused by the negligent or willful act of Lessee or Lessee's agents or servants.

**14. TAXES AND ASSESSMENTS**

Lessee shall pay before delinquency all taxes, assessments, license fees, and other charges, specifically including, but not limited to, possessory interest taxes that are levied or are levied and assessed against Lessee's personal property installed or located in or on the Premises or on Lessee's interest in the Premises or Property and that become payable during the Term of this Agreement.

Pursuant to the provisions of Revenue and Taxation Code Section 107.6, Lessee acknowledges that Lessee's interest in Premises which is created by the Agreement may be assessed a possessory interest tax.

**15. UTILITIES**

- (a) Water and sewer suitable for the intended use of the Premises shall be provided and paid by Lessor.
- (b) Gas and/or electric utilities shall be obtained and paid by Lessor.
- (c) Janitorial services for the interior of Premises, including cleaning of windows and replacement of light globes or fluorescent tubes shall be paid by Lessee. Janitorial services and lighting of common areas, restrooms, entryways, parking lots, and other common areas of the building shall be provided and paid for by Lessor.
- (d) Garbage removal shall be provided and paid for by Lessor.
- (e) Lessee shall obtain and pay for telephone service.

**16. AIR CONDITIONING AND HEATING**

Lessor has provided, and shall maintain, or cause to be maintained, in the building of which the Premises are a part, an air conditioning and heating system.

**17. DESTRUCTION OF PREMISES**

Should said Premises, or the building of which they are a part, be damaged or destroyed by any cause not the fault of Lessee, Lessor shall at Lessor's sole cost and expense promptly repair the same and the rent payable under this Lease shall be abated for the time and to the extent Lessee is prevented from occupying the Premises in their entirety; provided, however, that should the cost of repairing the damage or destruction exceed twenty-five (25%) percent of the full replacement cost of the Premises, Lessee may choose, in lieu of Lessor making the repairs required by this paragraph to terminate this Lease by giving Lessor ten (10) days written notice of such termination.

**18. CONDEMNATION OF PREMISES**

Should all or any part of the Premises be taken by any public or quasi-public agency or entity under the power of eminent domain during the term of the Lease:

- (a) Either Lessor or Lessee may terminate this Lease by giving the other thirty (30)

days' written notice of termination; provided, however, that Lessee cannot terminate this Lease unless the portion of the Premises taken by eminent domain is so extensive as to render the remainder of the Premises useless for the purposes intended by this Lease.

- (b) Any and all damages and compensation awarded or paid because of the taking, except for amounts paid Lessee for moving expenses or for damage to any personal property or trade fixtures owned by Lessee, shall belong to Lessor, and Lessee shall have no claim against Lessor or the entity exercising eminent domain power for the value of the unexpired term of this Lease.
- (c) Should any portion of the building containing the Premises, other than the Premises be taken by eminent domain, Lessor or Lessee may, at its option, terminate this Lease.

#### **19. ASSIGNMENT OR SUBLEASING**

Lessee shall not sub-lease, encumber, assign, or otherwise transfer its rights or interests under this Lease, without the express written consent of the Lessor first had and received, provided said consent by Lessor shall not be unreasonably withheld.

#### **20. ACTS CONSTITUTING BREACHES BY LESSEE**

Lessee shall be guilty of a material default and breach of this Lease should:

- (a) Any rent be unpaid when due and remain unpaid for thirty (30) days after written notice to pay such rent or to surrender possession of the Premises has been given to Lessee by Lessor;
- (b) Lessee default in the performance of or breach any provision, covenant, or condition of this Lease other than one for the payment of rent and such default or breach is not cured within thirty (30) days after written notice thereof is given by Lessor to Lessee; or
- (c) Lessee breaches this Lease and abandons the Premises prior to the expiration of the term of this Lease.

#### **21. CANCELLATION**

Either party may terminate this lease Agreement for any reason upon ninety (90) calendar days written notice.

## **22. LESSOR'S LIABILITY**

In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such a transfer will be substituted as Lessor under this Agreement, provided that all deposits are transferred to the grantee. Lessor shall be released from all future liability under this agreement, but shall not be released from the obligation to indemnify Lessee under paragraph 8 above for acts or omissions occurring prior to the transfer unless so released by Lessee in writing.

## **23. NOTICES**

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, Lessor or Lessee, to whom it is directed or any managing employee of such party or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to:

Lessee: Dr. Kang Y. Lee, DDS  
3368 Lake Tahoe Blvd., Suite 203  
South Lake Tahoe, CA 96150

Attention: Dr. Kang Y. Lee, DDS  
Telephone: (530) 541-8229

Lessor: County Of El Dorado  
General Services Department  
360 Fair Lane  
Placerville, California 95667

Attention: Manager of Real Property Planning & Administration  
Telephone: (530) 621-5846

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

**24. BINDING ON HEIRS AND SUCCESSORS**

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, Lessor and Lessee, hereto.

**25. TIME OF ESSENCE**

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

**25. WAIVER**

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

**26. SOLE AND ONLY AGREEMENT**

This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Premises and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

**27. SEVERABILITY**

If any provision, clause or part of the Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement or the application of such provisions, clauses, or parts under other circumstances shall not be affected thereby.

**28. CALIFORNIA FORUM AND LAW**

Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

**29. ATTORNEY'S FEES**

Should any litigation be commenced between Lessor and Lessee concerning the Premises, this Lease, or the rights and duties of either Lessor or Lessee in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in

addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

**30. LEASE ADMINISTRATION**

The County officer or employee with responsibility for administering this Lease is the Manager of Real Property Planning & Administration, or successor.

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

**LESSEE:**

Dated: 6-7-02

Signed: Kang Tui, Inc.

**LESSOR: COUNTY OF EL DORADO**

Dated: July 16, 2002

Signed: David A. Solaro  
David A. Solaro, Chairman  
Board of Supervisors

**ATTEST:**

**DIXIE L. FOOTE, Clerk of the  
Board of Supervisors**

By: Margaret E. Moody, Deputy Clerk  
Dated: July 16, 2002