Sierra County Board of Supervisors' Agenda Transmittal & Record of Proceedings

MEETING DATE: May 17, 2016	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Department of Public Works and Transportation
APPROVING PARTY: Tim H. Beals
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Approval of Lease Agreement with Alliance for Workforce Development for the modular office at the Sierraville School Complex.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☒Agreement ☐Other

BACKGROUND INFORMATION: This is a renewal of annual lease agreement that has been in effect since April 7, 2014.

FUNDING SOURCE: GENERAL FUND - PARKS & REC- REVENUE
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $600/month N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐Yes, -- -- ☒No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No **IS A BUDGET TRANSFER REQUIRED?** ☐Yes ☒No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐Approved ☐Approved as amended ☐Adopted ☐Adopted as amended ☐Denied ☐Other ☐No Action Taken	☐Set public hearing For: _____ ☐Direction to: _____ ☐Referred to: _____ ☐Continued to: _____ ☐Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

LEASE

This Lease is made and entered into by and between the COUNTY OF SIERRA hereinafter referred to as "LESSOR", and the **ALLIANCE FOR WORKFORCE DEVELOPMENT, INC.**, hereinafter referred to as "LESSEE". LESSOR, hereby leases to LESSEE and LESSEE hereby leases from LESSOR the portion of the facilities commonly known as the former Sierraville School, situated in Sierraville, California, as more fully described in Exhibit "A", attached hereto and incorporated herein by this reference, hereinafter referred to as the Premises, on the following terms and conditions:

1. **TERM:** The term hereof shall commence on July 1, 2016, and terminate on June 30, 2017 unless otherwise extended.

2. **RENT:** The rent shall be $600.00 per month, payable monthly on or before the fifth day of each and every month during the term of the lease.
All rents shall be paid to LESSOR at the following address:

   Sierra County Department of Public Works
   P.O. Box 98
   Downieville, CA 95936

3. **USE:** Said premises, as shown on Exhibit "A", are to be used for the conduct of the professional offices of the Alliance for Workforce Development, Inc. and shall include the modular office building, use of the restroom at the north end of the Sierraville School Building, as well as shared use of the kitchen as relates to daily use of the professional office. No additional rent is required for the kitchen unless such use is part of a larger event for which LESSEE is renting additional space within the school building.

4. **UTILITIES:** LESSEE shall be responsible for and pay for electricity and propane for the Premises. In addition LESSEE shall be responsible for the cost of any phone and internet service to the Premises, including any expense for installation thereof.

5. **USES PROHIBITED:** LESSEE shall not use any portion of the Premises for purposes other than those specified in the above paragraph (#3). No use shall be made or permitted to be made upon the Premises, nor acts done, which will increase the existing rate of insurance policies covering said property. LESSEE shall not conduct or permit any sale by auction on the Premises.

6. **ASSIGNMENT AND SUBLETTING:** LESSEE shall not assign this lease or sublet any portion of the Premises without prior written consent of the LESSOR. Any such assignment or subletting without consent shall be void and, at the option of the LESSOR, may terminate this lease.

7. **ORDINANCES AND STATUTES:** LESSEE shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which

may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use of the premises and failure to comply shall be grounds for termination of this lease.

8. **MAINTENANCE, REPAIRS, and ALTERATIONS:** LESSEE acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. LESSEE shall, at its own expense, and at all times, maintain the Premises in good and safe condition and shall surrender the same, at termination hereof, in a good as condition as received, normal wear and tear excepted. LESSEE shall be responsible for all repairs required excepting the roof, exterior walls, structural foundations, HVAC (water and electrical) systems, sidewalks, and parking lot, all of which shall be maintained by LESSOR. Except as expressly provided next, no improvements or alteration shall be made to the Premises without the prior written consent of the LESSOR. Prior to the commencement of any substantial repair LESSEE shall give LESSOR at least (2) days written notice in order that the LESSOR may post appropriate notices to avoid any liability for liens.

   LESSOR expressly grants to and LESSEE agrees to wire the Premises with CAT 5 cabling with LESSEE being solely responsible for the cost thereof.

   LESSEE agrees to and shall be responsible for cleaning the single restroom at the north end of the existing school building. LESSEE shall be responsible to clean the kitchen area of the Sierraville School building when it is used by LESSEE. In addition LESSEE shall keep the sidewalk closest to building entrance free of debris and snow.

   LESSEE agree to work with Sierra County Public Works for seasonal ground maintenance and janitorial work for the Sierraville School, however LESSEE is solely responsible for janitorial work within the leased modular.

9. **ENTRY AND INSPECTION:** LESSEE shall permit LESSOR or LESSOR's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting same.

10. **POSSESSION:** If LESSOR is unable to deliver possession of the Premises at the commencement hereof, LESSOR shall not be liable for any damages caused thereby, nor shall this lease be void or voidable, but LESSEE shall not be liable for any rent until possession is delivered. LESSEE may terminate this lease if possession is not delivered within 20 days of the commencement term hereof.

11. **INSURANCE-LESSEE:** LESSEE shall, at its expense, maintain in full force and effect during the term of this Lease, a policy for comprehensive public liability insurance covering bodily injury and property damage in and about the property, including but not limited to the building, the parking lot, and sidewalks, providing minimum limits of coverage in the amount of One Million Dollars ($1,000,000). LESSOR shall be named as an additional insured on said insurance policy and provided with a copy of the policy.

12. **TERMINATION:** This lease is may be terminated by either party with 45 days written notice.

13. **TRADE FIXTURES:** Any and all improvements made to the premises during the term hereof shall belong to the LESSOR, except trade fixtures and, if LESSOR requests, computer wiring of the LESSEE. LESSEE shall upon termination hereof, remove all its trade fixtures and computer wiring, but shall repair or pay for all repairs necessary for damages to the premises occasioned by removal.

14. **DESTRUCTION OF PREMISES:** In the event of a partial destruction of the premises during the term hereof, from any cause, LESSOR shall forthwith repair the same, provided that such repairs can be reasonably be made within sixty (60) days under existing government laws and regulations and in consideration of the practicality and expense of any such repairs, but such partial destruction shall not terminate this lease, except that LESSEE shall be entitled to a proportionate refund of rent while such repairs are being made, based on the extent to which the making of such repairs shall interfere with business of the LESSEE on the premises. If such repairs cannot be made within sixty (60) days, this lease may be terminated at the option of either party. A total destruction of the building in which the premises are situated shall terminate this lease.

15. **HAZARDOUS MATERIALS:** LESSEE shall not use, store, or dispose of any hazardous substances upon the premises, except use and storage of such substances if they are customarily use in LESSEE's business, and such use and storage complies with all environmental laws. Hazardous substances mean any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations applicable to the property.

16. **REMEDIES OF OWNER ON DEFAULT:** In the event of any breach of this lease by LESSEE, LESSOR may, at its option, terminate the lease and recover from LESSEE: (a) the worth at the time of award of the rent which was earned at the time of termination; (b) the worth at the time of award of the amount by which the return which would have been earned after termination until the time of the award exceed the amount of such rental loss that the LESSEE proves could have been reasonable avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time award exceeds the amount of such rental loss that the LESSEE proves could be reasonable avoided; and (d) any other amount necessary to compensate LESSOR for all detriment proximately caused by LESSEE's failure to perform its obligations under the lease or which in the ordinary course of things would be likely to result therefrom.

    LESSOR may, in the alternative, continue this lease in effect, as long as LESSOR does not terminate LESSEE'S right to possession, and LESSOR may enforce all its rights and remedies under the lease, including the right to recover the rent as it becomes due under the lease. If said branch of lease continues, LESSOR may at any time thereafter, elect to terminate the lease.

    Nothing contained herein may be deemed to limit any other rights or remedies which LESSOR may have.

17. **WAIVER:** No failure of LESSOR to enforce any term hereof shall be deemed to be a waiver.

18. **NOTICES:** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to LESSEE or LESSOR at the address shown below, or at such other places that may be designated by the parties from time to time.

LESSEE:
Traci Holt
Alliance for Workforce Development, Inc.
P.O. Box 3750
Quincy, CA 95971

LESSOR:
Tim H. Beals, Director
Sierra County Department of Public Works
P.O. Box 98
Downieville, CA 95936

with copy to:
Sierra County Board of Supervisors
P.O. Drawer D
Downieville, CA 95936

19. **HOLDING OVER:** If LESSEE, with LESSOR's consent, remains in possession of the premises after expiration or termination of the term, or after the date in any notice given by LESSOR to LESSEE terminating this lease, such possession by LESSEE shall be deemed to be a month-to-month tenancy terminable on 30 days' notice given at any time by either party.

20. **OPTION TO RENEW:** Provided that LESSEE is not in default in the performance of this lease, LESSEE shall have the option to renew the lease for an additional term of one year commencing at the termination of the original lease term. All of the terms and conditions of the lease shall apply during the renewal term. The option shall be exercise by written notice given to LESSOR not less than 60 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

21. **LESSOR'S LIABILITY:** The term "LESSOR" as used in this paragraph, shall mean the County of Sierra, the holder of the initial lease for the real property. In the event of transfer of such title or interest, the LESSOR named herein (or the grantor in case of any subsequent transfers) shall be relieved of all liability related to LESSOR's obligation to be performed after such transfer, however, that any funds in the hands of LESSOR or Grantor at the time of such transfer shall be delivered to GRANTEE. LESSOR's aforesaid obligations shall be time of such transfer shall be delivered to GRANTEE.

LESSOR's aforesaid obligations shall be binding upon LESSOR's successor and assigns only during their retrospective periods of ownership.

22. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only in writing and signed by both parties.

The undersigned LESSEE hereby agrees to the above terms and conditions and Acknowledges receipt of a copy hereof.

LESSEE:
ALLIANCE FOR WORKFORCE
DEVELOPMENT

_____ Dated: 4/29/16
TRACI HOLT

The undersigned LESSOR hereby agrees to the above terms and acknowledges receipt of a copy hereof.

LESSOR:

COUNTY OF SIERRA

_____
LEE ADAMS
Chairman, Board of Supervisors

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
JAMES A. CURTIS
County Counsel

EXHIBIT "A"

SIERRAVILLE SCHOOL

AFWD Lease
Attach