



RESOLUTION No. 24-289

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING EXECUTION OF A SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE JUDICIAL COUNCIL OF CALIFORNIA AND THE COUNTY OF NEVADA FOR LEASE SPACE LOCATED AT 10075 LEVON AVENUE, TRUCKEE, CALIFORNIA FOR THE BENEFIT OF THE SUPERIOR COURT OF CALIFORNIA IN TRUCKEE

WHEREAS, through Resolution 09-220 the County entered into a Lease Agreement with the Judicial Council of California (JCC) for approximately 1,624 square feet of space generally described as Courtroom B located on the second floor of the County of Nevada Joseph Center, 10075 Levon Ave., Truckee, California to The Administrative Office of the Courts (AOC) for the benefit of the Truckee Superior Court of California; and

WHEREAS, the Lease was renewed in 2014 through Resolution 14-100 for an additional term of five-years, that agreement expired on June 30, 2019; and

WHEREAS, the Lease was renewed a second time in 2019 with Resolution 19-349 for an additional term of 5 years, the current agreement expires on June 30, 2024; and

WHEREAS, the Lessor and Lessee desire to amend the Lease to further extend the term of the Lease for an additional five-year term commencing July 1, 2024, and ending on June 30, 2029, and to make other changes deemed necessary and helpful by the Parties as set forth in this Second Amendment; and

WHEREAS, on July 29, 2014, the Judicial Council of California amended rule 10.81 of the California Rules of Court to substitute the Judicial Council for the "Administrative Office of the Courts" or the "AOC" in all contracts, memoranda of understanding, and other legal agreements, documents, proceedings, and transactions; and

WHEREAS, all references to "Administrative Office of the Courts" or "AOC" in the Lease shall be replaced by "Judicial Council" or "Council" with no prejudice to the substantive rights of the Parties; and

WHEREAS, the Parties acknowledge and agree to the terms and conditions set forth in the Court Transfer Agreement dated September 9, 2008 and the Joint Occupancy Agreement (JOA) that have been incorporated into the Lease Agreement; and

WHEREAS, that in all other respects the prior Agreement of the Parties shall remain in full force and effect except as amended herein.

NOW, THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors hereby directs that:

1. The Chair of the Board of Supervisors is authorized to execute on behalf of the County of Nevada the Second Amendment to the Lease Agreement with the Judicial Council of California Facilities Services, 455 Golden Gate Avenue, San Francisco, CA, 94102-3688 and that in all other respects the prior Lease Agreement of the parties shall remain in full force and effect except as amended herein.
2. The Nevada County Auditor-Controller is authorized to receive and deposit rent revenue into the Facilities Management budget 0101-10702-415-1000 430200.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of June 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN

Chief Deputy Clerk of the Board of Supervisors

By: 



Hardy Bullock, Chair



**Judicial Council of California
Facilities Services
455 Golden Gate Avenue, San Francisco, CA 94102-3688**

For the benefit of: Superior Court of California, County of Nevada

Location of Premises: 10075 Levon Avenue, Truckee, California (Bldg. No. 29-B1)

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (“**Second Amendment**”) is made as of July 1, 2024 (“**Effective Date**”), by and between the Judicial Council of California (“**Lessee**” or “**Judicial Council**”), for the benefit of the Nevada County Superior Court (“**Court**”), and the County of Nevada (“**Lessor**” or “**County**”). Lessee and Lessor may be referred to together as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. Lessor and Lessee entered into that certain Lease Agreement dated March 1, 2014, as subsequently amended by that certain First Amendment to Lease Agreement dated June 25, 2019 (collectively, the “**Lease**”), pursuant to which Lessee leased approximately 1,624 square feet of space on the second floor in Courtroom B (“**Premises**”) of the Building located at 10075 Levon Avenue, Truckee, California, and commonly known as the Joseph Center, for the Court’s use, as more particularly described in the Lease.

B. The original Term of the Lease expired on June 30, 2019, which the Parties subsequently extended under the First Extension Term to expire June 30, 2024.

C. Lessor and Lessee now desire to amend the Lease to further extend the Term, provide an option for additional extension terms, to set the Rent during such extended terms, and to make other changes deemed necessary and helpful by the Parties, as set forth in the Second Amendment.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals; Defined Terms. The foregoing provisions of the Recitals are true and correct and are incorporated into this Second Amendment by this

reference. Any defined terms not defined herein will have the definition meaning given those terms in the Lease.

2. Second Amendment Extension Term. The Term of the Lease is hereby extended for an additional sixty (60) months, commencing July 1, 2024, and ending on June 30, 2029, upon the same terms and conditions set forth in the Lease except as otherwise modified herein this Second Amendment (“**Second Amendment Extension Term**”).

3. Second Amendment Extension Options. Upon the expiration of the Second Amendment Extension Term, Lessee will have the right to extend its tenancy for two (2) additional successive optional extension terms of twenty-four (24) months each on the same terms, covenants, and conditions (except as to the number of remaining optional extension terms) as are contained in the Lease (each, a “**Second Amendment Extension Option**”). Lessee will exercise each Second Amendment Extension Option, if at all, by giving written notice to Lessor not less than sixty (60) days prior to the expiration of the then-current term.

4. Rent for Second Amendment Extension Term and Extension Options. Lessee will pay to Lessor as rent the following amounts for and during the Second Amendment Extension Term and the Second Amendment Extension Options, if exercised (“**Rent**”), payable in arrears on the last day of each month, beginning on the last day of the first full month of the Second Amendment Extension Term, which already reflect an annual two and a half percent (2.5%) increase thereto, all in accordance with the terms of the Lease:

Second Amendment Extension Term		
Months	Rate / RSF	Monthly Rent
7/1/2024 through 6/30/2025	\$1.73	\$2,809.52
7/1/2025 through 6/30/2026	\$1.77	\$2,879.76
7/1/2026 through 6/30/2027	\$1.82	\$2,951.75
7/1/2027 through 6/30/2028	\$1.86	\$3,025.55
7/1/2028 through 6/30/2029	\$1.91	\$3,101.18

Second Amendment Extension Option No. 1		
Months	Rate / RSF	Monthly Rent
7/1/2029 through 6/30/2030	\$1.96	\$3,178.71
7/1/2030 through 6/30/2031	\$2.01	\$3,258.18

Second Amendment Extension Option No. 2		
Months	Rate / RSF	Monthly Rent
7/1/2031 through 6/30/2032	\$2.06	\$3,339.64
7/1/2032 through 6/30/2033	\$2.11	\$3,423.13

For purposes of clarification, annual increases in Rent during the Second Amendment Extension Term and any Second Amendment Extension Options are not based on changes in CPI and shall instead increase each year in accordance with this Second Amendment. The Rent during the Second Amendment Extension Term and any Second Amendment Extension Options for any partial month will be prorated based on the actual number of days of the month. All such Rent shall be payable by State of California warrants or any other warrant from any account utilized by Lessee. A failure to pay any amount that constitutes Rent shall not be considered an event of default under the Lease unless Lessee fails to pay such Rent within forty-five (45) days after Lessee's receipt of written notice that the same is due, owing, and payable. The Parties acknowledge and agree that payment of any Rent is subject to appropriation of funds therefor by the State of California. An event of default shall not occur if Lessee is unable to pay any Rent or other amount owed under this Second Amendment or the Lease because of the State of California's failure to timely approve and adopt a State budget appropriating said funds; provided, however, if Lessee fails to pay any Rent or other amounts owed as a result of the State of California's failure to timely approve and adopt a State budget appropriating said funds, Lessee shall promptly pay any previously due and unpaid Rent or other amounts owed upon approval and adoption of such State budget.

5. Notices. Lessee's address for notice purposes under the Lease, as set forth in section 22 of the Lease, is hereby deleted in its entirety and replaced with the following:

Judicial Council of California
 Facilities Services
 Attention: Associate Facilities Analyst
 2860 Gateway Oaks Drive, Suite 400
 Sacramento, CA 95833
 Voice: 916-643-8067
 Email: JCCRealEstate@jud.ca.gov

with a copy to:

Judicial Council of California
Facilities Services
Attention: Manager, Real Estate
2860 Gateway Oaks Drive, Suite 400
Sacramento, CA 95833
Voice: 916-263-7999

In addition, all notices by the Lessor relating to termination of the Lease or an alleged breach or default by Lessee of the Lease must also be sent to:

Judicial Council of California
Branch Accounting and Procurement
Attention: Manager, Contracts
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102
Voice: 415-865-7989
Fax: 415-865-4326

6. Authority. Lessor and Lessee each represents and warrants that the individual signing this Second Amendment on behalf of such Party is duly authorized to execute and deliver this Second Amendment on behalf of such Party, and that this Second Amendment will be binding upon said Party upon mutual execution and delivery thereof.

7. Governing Laws. This Second Amendment is exclusively governed by the laws of the State of California, without regard to its conflict of law principles. The Parties agree that any legal action related to the interpretation, performance, or enforcement of the Lease shall be filed in the Superior Court for the State of California.

8. No Further Modifications. Except as specifically modified herein this Second Amendment, the Lease remains unmodified and in full force and effect. In the event of any inconsistency between the provisions of the Lease and this Second Amendment, the provisions of this Second Amendment shall govern and control.

9. Counterparts and Electronic Execution. This Second Amendment may be executed in counterparts (including PDF copies), each of which shall be deemed an original as against the Party signing such counterpart and which together shall constitute one and the same instrument. The Parties agree that the signature pages of this Second Amendment may be executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Second Amendment, with such scanned and electronic signatures having the same legal effect as original signatures.


[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to Lease as of the dates written below.

LESSEE:

APPROVED AS TO FORM:
Judicial Council of California,
Legal Services

JUDICIAL COUNCIL OF CALIFORNIA


By: 
Name: Jeremy P. Ehrlich
Title: Attorney
Date: 06/25/2024


By: 
Stephen Saddler (Jun 25, 2024 12:08 PDT)
Name: Stephen Saddler
Title: Manager, Contracts
Date: 06/25/2024

LESSOR:

APPROVED AS TO FORM:
County of Nevada,
Office of the County Counsel

COUNTY OF NEVADA

By: 
Kat Elliott (Jul 3, 2024 15:27 PDT)
Name: Katharine Elliott
Title: County Counsel
Date: 07/03/2024

By: 
Name: Hardy Bullock
Title: Chair, Board of Supervisors
Date: 07/03/2024