



RESOLUTION No. 16-424

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE COUNTY OF NEVADA AND NEVADA-SIERRA REGIONAL IHSS PUBLIC AUTHORITY FOR OFFICE SPACE AT THE LAURA WILCOX BUILDING LOCATED AT 208 SUTTON WAY, GRASS VALLEY, CALIFORNIA, AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE LEASE AGREEMENT

WHEREAS, Government Code section 26227 provides that the Board of Supervisors may contract with other public agencies to operate programs which the Board of Supervisors determines will serve public purposes; and

WHEREAS, programs include but are not limited to areas of health, public safety, rehabilitation, welfare, and the needs of physically, mentally and financially handicapped persons, and aged persons; and

WHEREAS, in furtherance of those programs, the Board of Supervisors may make available to a public agency any real property of the County which is not needed for County purposes; and

WHEREAS, the Board of Supervisors may finance or assist in the financing of the improvements of real property through a lease; and

WHEREAS, the County of Nevada has vacant office space available at the Laura Wilcox Building due to the relocation of County departments to the Brighton Greens Resource Center, a portion of which Nevada-Sierra Regional IHSS Public Authority ("Public Authority"), a non-profit organization, desires to lease; and

WHEREAS, the Public Authority provides services for persons over 65 years of age, or disabled, or blind; and

WHEREAS, the Public Authority provides housecleaning, meal preparation, laundry, personal care services including bathing, grooming, and paramedical services, in addition to accompaniment to medical appointments, and protective supervision for the mentally impaired; and

WHEREAS, the County of Nevada will provide Tenant Improvements approved by the Public Authority that will include design, permits, construction, project management and any other necessary services estimated at \$278,640, to be reimbursed by the Public Authority in equal payments during years one (1) through nine (9) of the Agreement at no interest.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Board of Supervisors hereby finds and determines that the recitals set forth above are true and correct.

BE IT FURTHER RESOLVED that the Board of Supervisors hereby approves in the form attached hereto, a Lease Agreement with Nevada-Sierra Regional IHSS Public Authority pertaining to approximately 6,922 square feet of office space located at 208 Sutton Way, Grass Valley, CA 95945, for a term commencing January 1, 2017 through December 31, 2027; that rent shall be \$5,837.67 per month during the Initial Term of years one (1) through five (5) and increased by 2% annually during years six (6) through ten (10); and that the Chair of the Board of Supervisors is hereby authorized to execute the Lease Agreement on behalf of the County of Nevada.

Funding: 0101-10702-415-1000 - 430200

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 16th day of August, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


_____ Dan Miller, Chair

8/16/2016 cc: Facilities*
AC*(hold)

10/25/2016 cc: Facilities*
AC*(release)

08/30/2016 cc: Facilities
AC (Release from Hold)

**Lease Agreement
Between the County of Nevada
and Nevada-Sierra Regional IHSS Public Authority**

This Commercial Lease Agreement ("Lease") is made and effective **August 16, 2016** by and between **County of Nevada** ("Landlord") and Nevada-Sierra Regional IHSS Public Authority ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as **208 Sutton Way, Grass Valley, CA, APN 35-412-05** (the "Property").

Landlord makes available for lease the Property constituting approximately 6922 square feet of office space (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereby agree as follows:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning **January 1, 2017 and ending December 31, 2027**, subject to such rights of extension and termination as hereinafter set forth.

B. Option to Extend: Landlord hereby grants to Tenant the option after year five (5) to extend this Lease for an additional five (5) years from the original termination date, so long as written notice of such election is provided by Tenant to Landlord at least three (3) months prior to the fifth anniversary date of the original lease term, which for purposes of this election is deemed October 1, 2022. In the event Tenant elects to exercise its option to extend the Lease after year five, all existing terms and conditions set forth herein shall remain in full force and effect through years one (1) through fifteen (15), with the exception of Section Six (6) "Maintenance and Repairs," which shall be renegotiated for years eleven (11) through fifteen (15) and not exceed actual annual costs, and Section Two (2) "Rental," which shall increase on the annual anniversaries by not more than 2% during years eleven (11) through fifteen (15).

C. The parties hereto agree that, in the event that Tenant's contract funding is reduced to a point of rent not being able to be paid, the amount of square footage leased by the Tenant may, upon written request by Tenant, be reduced in the same proportion as the funding has been reduced or by such lesser amount as the parties may mutually agree upon.

2. Rental.

A. Tenant shall pay to Landlord **\$5,837.67** per month during the Initial Term of the rental starting on the third month of the first year. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at **County of Nevada, Facilities Management, 10014 N. Bloomfield Road, Nevada City, CA 95959**, or at such other place designated by written notice from Landlord or Tenant. If, however, the "Tenant Improvements" set forth in Section 5 below are not completed, and full occupancy in accordance with the Tenant Improvements is not reasonably possible on January 1, 2017, Tenant's rent shall not be due, and shall be prorated for the period of time occupancy is not available after January 1, 2017, as calculated from the third month of the first year.

B. The monthly rent shall remain the same years 1-5. Year 6-10 the rent shall be increased on the annual anniversaries of the commencement of the lease, which falls on January 1, by 2%.

3. Use

A. Tenant shall use the Leased Premises primarily for services to the public and services as allowed by the County's bond financing and shall at all times comply with all applicable laws, regulations and ordinances applicable to said use. Tenant may alter said use to any lawful purpose, upon the written consent of Landlord, which consent shall not be unreasonably withheld. Landlord is familiar with Tenant's services as the Nevada-Sierra Regional IHSS Public Authority, and has confirmed that said services constitute a permissible use as allowed by County's bond financing.

B. Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing, or device, or any substance which is illegal under state or federal law, or any hazardous substance as defined by federal, state or local law. To the extent applicable, Tenant, at its own expense, shall comply with applicable laws concerning the handling and removal of hazardous material and medical wastes generated as a result of Tenant's use of the Premises under this Lease.

C. By entry hereunder, Tenant accepts the Leased Premises as being in good and sanitary order, condition and repair.

4. Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's prior written consent, such consent not to be unreasonably withheld or delayed.

5. Tenant Improvements.

Landlord shall provide tenant improvements as approved by the Tenant to include design, permits, construction, project management, and any other necessary services required to complete the improvements. The Tenant shall reimburse the Landlord the actual cost of the improvements in equal payments during years one (1) through nine (9) of the agreement at no interest. Tenant may payoff the cost of the improvements at any time before year nine (9). Landlord will pay for lighting improvements as required by Title 24. Tenant Improvement cost is estimated at \$278,640 at signing of this agreement. Tenant maintains the right to make any changes to the scope and design of the improvements during construction in accordance with Tenant's needs at the Tenant's sole expense. Landlord warrants that in addition to the improvements referenced above, all existing lighting shall be operational upon commencement of the lease agreement.

6. Maintenance and Repairs.

Landlord shall, at its sole cost and expense, keep and maintain in good condition and repair the exterior roof, exterior sidewalls (including exterior windows appurtenant to Tenant's leasehold space, main plumbing and electrical systems, and all structural members of the building.) In addition, Landlord shall repair any damage caused by or related to the intrusion of moisture through the exterior of the Premises into the interior of the Premises, not the result of Tenant's negligence, as well as repairing any existing conditions necessary to prevent moisture from entering and causing damage to the Leased Premises prior to the commencement of this Agreement, and which shall not be considered "Tenant Improvements" as set forth in Section 5 above. During the Lease term, Tenant shall make, at Tenant's sole expense, all necessary repairs to the interior of the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the interior Leased Premises, damaged or worn through normal occupancy, subject to the obligations of the parties otherwise set forth in this Lease. Notwithstanding the foregoing, Tenant will pay to Landlord the reasonable cost of any repairs or

maintenance required as a direct result of negligent acts or omissions of Tenant, its agents, employees, or invitees.

Other required maintenance shall include AT&T line, elevator maintenance, alarm monitoring, landscaping, parcel charges, snow removal, backflow testing and heating and air conditioning maintenance. Said maintenance shall be paid by the Landlord during years 1-5. Tenant shall pay actual charges for the required maintenance listed herein during years 6-10, with the exception of landscaping costs which shall be shared equally between Tenant and Landlord during years 6-10. Landlord agrees to work cooperatively with Tenant to select ongoing maintenance providers, with Tenant requests not being unreasonably denied. As of the commencement of this lease agreement, the required maintenance costs are estimated as follows:

AT&T Line	\$200
Elevator Maintenance	\$3,745
Electric Alarm Monitoring	\$250
Landscaping	\$3,120
Parcel Charges	\$353
Snow Removal	\$100
Backflow Testing	\$65
HVAC Maintenance	\$784
	<hr/>
	\$8,716

7. Alterations and Improvements.

A. Tenant, at Tenant's sole expense, may desire to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable. Tenant may construct such improvements and make installations in the Leased Premises in accordance with plans and specifications as may be prepared by Tenant and approved by Landlord ("Premise Improvements"). Tenant shall endeavor to minimize any disruptions to any existing occupants of Landlord's property during construction.

B. Tenant warrants to Landlord that all materials and equipment furnished by Tenant in connection with Premises Improvements shall be new unless otherwise specified in the approved plans and specifications, and that all of Tenant's work to be performed shall be made in a good and workmanlike manner, free from faults and defects and in accordance with applicable federal, state and local laws. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises.

C. All Premises Improvements, exclusive of personal property, equipment, machinery, trade fixtures and temporary installations, placed within the Leased Premises by Tenant, shall be the property of the Landlord upon termination of this Lease. Tenant shall have the right to remove the same at any time during the term of this Lease provided that (1) Tenant is not then in default under this Lease and (2) all damage to the Leased Premises caused by such removal shall be repaired by Tenant in a good and workmanlike manner, at Tenant's sole expense.

D. Upon termination of this Lease, Tenant shall return the Leased Premises to the same condition as when delivered to Tenant, reasonable wear and tear, and damage by casualty, and alterations approved by Landlord excepted.

8. Property Taxes.

Landlord shall pay, prior to delinquency, all general property taxes and installments of special assessments coming due during the Lease term on the Leased Premises, except for such taxes as may be assessed due to Tenant's leasehold interest, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all taxes assessed on Tenant's leasehold interest and personal property taxes with respect to Tenant's personal property at the Leased Premises.

9. Insurance and Indemnification.

A. Landlord shall indemnify, defend and hold harmless Tenant, its officers, agents and employees from and against any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Landlord and its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Tenant. The Landlord shall reimburse the Tenant for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Landlord is obligated to indemnify, defend, and hold harmless the Tenant under this Agreement.

B. Tenant shall indemnify, defend and hold harmless Landlord, its officers, agents and employees from and against any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Tenant and its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Landlord. The Tenant shall reimburse the Landlord for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Tenant is obligated to indemnify, defend, and hold harmless the Landlord under this Agreement.

C. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

D. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

E. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy and Tenant shall be listed as additional insured on Landlord's policy with an endorsement page. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (30) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

F. Landlord shall not be liable to Tenant, or to anyone whatsoever for any damages caused by plumbing, gas, water, steam, sprinkler or other pipe and sewage system, or by the bursting, running or leaking of any tank, washstand, closet, or waste or other pipe, in and about the Leased Premises, or for any damage caused by water being upon or coming in through the roof, skylight, vent, trap door or otherwise, except for any obligations for maintenance and repair as otherwise set forth in this Lease.

G. Landlord and Tenant each hereby waive any right of recovery against the other due to loss of or damage to the property of either Landlord or Tenant when such loss of or damage to property arises out of acts of God or any other property perils whether or not such perils have been insured, self-insured, or non-insured.

H. Tenant shall neither be liable for any damage to the exterior building not caused by Tenant's negligence or willful misconduct, nor damage or injury caused by Landlord's failure to comply with its obligations hereunder or by reason of the Landlord, its agents, servants or employees.

10. **Utilities.**

Tenant shall pay all charges for water, sewer, gas, electricity, and other services and utilities used by Tenant on the Leased Premises so long as separately metered for Tenant's use alone during the term of this Lease unless otherwise expressly agreed in writing by Landlord. All other utilities shall be paid by Landlord.

Landlord understands that Tenant intends to install a solar electric power system under a separate agreement with a solar provider. Tenant may install a solar power system, at Tenant's cost, as may be permitted by the City of Grass Valley, and in conformity with subsections A, B, and D of Section Seven (7) "Alterations and Improvements." In the event the solar power system is leased by Tenant, Tenant agrees to work in good faith with the solar system provider to allow Landlord the option to extend or assume the solar system lease upon termination of this Agreement.

11. **Signs.**

Following Landlord's consent, which shall not be unreasonably withheld, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and in conformity with the terms of that certain General Release and Settlement Agreement between the County of Nevada and Paul and Amanda Wilcox, dated May 3, 2014; provided however that upon the termination of this Lease, Tenant will remove said signs and will restore the Premises to their original condition. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Tenant shall be responsible for obtaining any necessary permission from governmental authorities, including without limitation use and building permits, or adjoining owners and occupants, necessary to place or construct said signs. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Any signs installed by Tenant shall become the property of Landlord if (1) Tenant fails to remove said sign within thirty (30) days after termination of the Lease and (2) Landlord waives, in writing, the requirement that Tenant remove said sign.

Building shall be identified as the "Laura Wilcox Building," which, at the option of Tenant, shall be conspicuously displayed either by a placard or lettering on the building edifice at or near the main entrance of the second floor, or other location on the building edifice as is mutually agreed upon by the parties. Tenant's signs need not include reference to the "Laura Wilcox Building." Landlord agrees to work cooperatively with Tenant and the City of Grass Valley to maximize Tenant's permissible options with regard to sign locations, sizes, and design. At Tenant's option, signage costs may be made part of the Tenant Improvements as an additional charge to the estimated costs set forth in Section five (5) above.

12. **Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours and upon reasonable notice to inspect the same (except in the case of emergency), provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

13. **Parking.**

During the term of this Lease, Tenant shall have use of all parking, driveways, and footways, as allocated to the County of Nevada by way of that certain "Parking Plan and Mutual Reverse Parking Agreement" entered on December 14, 2004, by Resolution 04-580 of the Nevada County Board of Supervisors, which is hereby made enforceable and part of this Agreement by this reference. Tenant shall abide by the existing Parking Plan and the Mutual Reverse Parking Agreement. Landlord shall be responsible for all routine maintenance and repair of the parking areas, driveways, and footways.

14. **Building Rules.**

Landlord shall have the right to establish and enforce reasonable rules and regulations applicable to all lessees concerning the maintenance, management, use and operation of the Property so long as said rules and regulations do not unreasonably interfere with Tenant's lawful operations and services provided. Tenant will comply with the rules of the Property adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so. All changes to such rules will be sent by Landlord to Tenant in writing a minimum of 30-days in advance, and any disagreement by Tenant with regard to planned changes to the rules and regulations shall be subject to good-faith discussions to resolve any disagreement between Tenant and Landlord.

15. **Damage and Destruction.**

A. If the Leased Premises are totally destroyed by fire or other casualty, either party may terminate this Lease immediately by giving notice to the other party.

B. In the event of minor damage to any part of the Leased Premises which is the Landlord's responsibility as specified in paragraph 7, and provided that such damage was not caused by the tenant, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord.

C. If Tenant remains in possession of the Leased Premises though partially destroyed, provided that such damage was not caused by Tenant, the rent for said Leased Premises during restoration shall be reduced by the same ratio as the usable square feet of the Leased Premises Tenant is thus precluded from occupying. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

16. **Default.**

A. If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be

kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages. Should Landlord elect to cure the default itself, all costs associated with such cure shall be reimbursed by Tenant to Landlord, as Additional Rent, within thirty (30) days of receipt of Landlord's invoice for said costs.

B. Landlord shall not be in default unless Landlord fails to perform its obligations under this Lease within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligations. If the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. If Landlord fails to cure a prospective default within the time periods outlined above, Tenant shall have the option to cure the default, in addition to any other remedies at law not inconsistent herewith. Should Tenant elect to cure the default itself, all costs associated with such cure shall be reimbursed by Landlord to Tenant within thirty (30) days of receipt of Tenant's invoice for said costs. However, upon Landlord's failure to so reimburse or, at Tenant's option, said costs shall be held from rent due hereunder.

17. Quiet Possession.

Landlord covenants and warrants that so long as Tenant keeps and performs its covenants and obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

18. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for Tenant's business and operations, this Lease shall terminate at the option of the Tenant when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. If only part of the Leased Premises is taken and the remainder of the Leased Premises is sufficient for the conduct of Tenant's business and operations, then the Lease shall continue, at Tenant's option, as to the part not taken, but the monthly rent shall be reduced in proportionately. This means that the rent shall be reduced to the proportion that the usable area of the Leased Premises taken bears to the usable area of the Leased Premises as it existed prior to the taking. Termination of the Lease in accordance with this paragraph shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

19. Subordination and Estoppel Certificate.

A. Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant

hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest.

B. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request an estoppels certificate in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require. Any such certificate may be conclusively relied upon for the intended transaction for which the statement was requested.

20. **Security Deposit.**

Tenant is not required to pay a Security Deposit to Landlord. However, Tenant is expected to, and hereby agrees to, upon termination of this Lease Agreement, leave the premises, including all floor coverings and window coverings, in a clean condition.

21. **Notice.**

Any notice required or permitted under this Lease shall be effective only when made in writing, personally delivered or deposited in the United States mail, certified, postage prepaid and addressed as follows:

If to Landlord to:
**Nevada County
Facilities Management
10014 North Bloomfield
Nevada City, CA 95959**

If to Tenant to:
**Nevada-Sierra Regional IHSS Public Authority
466 Brunswick Road
Grass Valley, CA 95945**

Any notice or correspondence shall be deemed delivered upon personal delivery or five (5) days after deposited in the United States mail. Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

22. **Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

23. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

24. **Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

25. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

26. **Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

27. **Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or deemed reasonable under this Lease.

28. **Time is of the Essence.**

Time is of the essence for each and every term and provision of this Lease.

29. **Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

30. **Final Agreement.**

This Lease reflects the entire agreement between the parties regarding the subject matter hereof. This agreement terminates and supersedes all prior understandings or agreements of the parties, whether written or oral, regarding the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

31. **Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

32. Warranty of Authority.

The person executing this Lease on behalf of Tenant hereby covenants and warrants that Tenant is a duly authorized and existing Public Authority and that he/she is duly authorized to execute this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Dated: August 23, 2016

LANDLORD
County of Nevada

By: 

Dan Miller
Chair of Board of Supervisors

ATTEST:

By: 
Clerk of the Board

Dated: August 23, 2016

TENANT
Nevada-Sierra Regional IHSS Public Authority

By: 
Ann Guerra, Executive Director

APPROVED AS TO FORM:


County Counsel