



RESOLUTION No. 15-351

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A FIRST AMENDMENT TO THE LEASE AGREEMENT WITH M.K. BLAKE ESTATE COMPANY FOR 20,000 SQUARE FEET OF OFFICE SPACE LOCATED AT 988 MCCOURTNEY ROAD, GRASS VALLEY TO EXTEND THE TERM OF THE BASE LEASE TO 10 YEARS, APPROVING FINAL PLANS AND BUDGET FOR TENANT IMPROVEMENTS, AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AMENDMENT, AND AMENDING THE FISCAL YEAR 2015-16 HEALTH AND HUMAN SERVICES AGENCY BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the County of Nevada entered into a Lease Agreement with M.K. Blake Estate Company through Resolution 14-545 for 20,000 square feet of office space for the Nevada County Health and Human Services Agency (HHSA); and

WHEREAS, the Chief Information Officer was directed to present to the Board for approval the Final Plan and budget for tenant improvements prior to the expenditure of any funds for that purpose; and

WHEREAS, new building code requirements and changes in the HHSA scope of operations to maximize use of the building increased the initial estimate for tenant improvements; and

WHEREAS, the County contribution for tenant improvements will be \$725,000 plus finance charges, plus \$60,000 from PG&E energy conservation programs, plus a contingency of up to 5%, or \$36,250, for a total contribution from the County not to exceed \$821,250 plus finance charges, and approximately \$432,383 of funding provided by the Lessor for a total construction cost of \$1,217,383; and

WHEREAS, construction drawings were prepared by Lessor based on input from HHSA and Facilities Management; and

WHEREAS, Lessor has selected Sierra Foothills Construction as the contractor for the tenant improvements from among the four bids received; and

WHEREAS, the County will pay in advance six months of lease payments in the amount of \$120,000 to be credited in months 55 through 60 of the Lease Agreement to help structure the Lessor contribution for the additional cost of the improvements; and

WHEREAS, all other terms and conditions of the Lease Agreement remain in full force and effect.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that:

1. The Board of Supervisors hereby approves the First Lease Amendment to the Lease Agreement by and between M. K. Blake Estate Company, a California Corporation, and the County of Nevada for 20,000 square feet of office space located at 988 McCourtney Road, Grass Valley, California, in substantially the form attached hereto.
2. The Final Plans and specifications attached hereto are hereby approved by the Board of Supervisors.
3. The Board of Supervisor's hereby approves the County's portion of the Tenant Improvements as shown on the Final Plans and the costs for said improvements as follows:
 - a. The amount of \$725,000, plus a 5% contingency of up to \$36,250, for County-initiated change orders, for a total amount not to exceed \$761,250 to be paid over 60 months with interest as provided in the Lease; and,
 - b. An amount not to exceed \$48,000 in "on bill financing" through PG&E for energy efficient component upgrades to the Premises, plus the cost of any energy upgrade rebates to be retained by Lessor's contractor in the approximate amount of \$12,000 as provided in the Lease Amendment.
4. Year one annual maximum lease payments shall not exceed \$461,225. The annual maximum amount includes \$240,000 for rent, \$36,000 for taxes and insurance, and approximately \$185,225 for amortized tenant improvements and interest.
5. Authorizes six months of lease payments to be paid in advance (\$120,000) to be credited in months 55-60 of the Lease Agreement.
6. The first term of the base Lease Agreement is extended five additional years for a new term commencing on the Commencement Date and expiring on the tenth (10th) anniversary of the Commencement Date.
7. The Chair of the Board is hereby authorized to execute the First Amendment on behalf of the county of Nevada.
8. The Auditor-Controller is directed to release fund balance from 1480 in the amount of \$114,480 and fund balance from the General Fund in the amount of \$5,520 and to amend the Fiscal Year 2015/16 Health and Human Services Agency budgets as follows:

Increase:

1480-40118-494-1000	550701	\$ 82,440
1480-40119-493-1000	550701	\$ 19,080
1480-40121-492-1000	550701	\$ 12,960
0101-10206-272-1000	550702	\$ 5,520
1589-50105-494-5001	474001	\$ 67,080
1589-50104-494-3101	474001	\$ 15,360
1589-40104-493-1000	474001	\$ 19,080
1589-50501-496-1000	474002	\$ 5,520
1589-40101-492-1101	474001	\$ 12,960

1589-50105-494-5001	538014	\$ 67,080
1589-50104-494-3101	538014	\$ 15,360
1589-40104-493-1000	538014	\$ 19,080
1589-50501-496-1000	538014	\$ 5,520
1589-40101-492-1101	538014	\$ 12,960
1589-50101-491-1000	561014	(\$120,000)
1589-50101-491-1000	521800	\$120,000

Funding: Health and Human Services Agency 1589-50101-491-1000/521800

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 21st day of July, 2015, 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: _____

Julie Patterson Hunter

Edward C. Scofield

Edward C. Scofield, Chair

7/21/2015 cc: Facilities (2)
AC*

FIRST AMENDMENT TO LEASE

(988 McCourtney Road, Grass Valley, California)

THIS FIRST AMENDMENT TO LEASE (the "Amendment") is entered into and is effective as of July 21, 2015, by and between M.K. Blake Estate Co., a California corporation ("Lessor") and the County of Nevada ("Lessee"), collectively referred to herein as the "Parties".

RECITALS

- A. On December 8, 2014, Lessor and Lessee executed that certain Standard Industrial/Commercial Multi-Tenant Lease – Net with attached Addenda (the "Lease"), which covers the premises located at 988 McCourtney Road, Grass Valley, California (the "Premises").
- B. The Parties wish to amend the Lease to extend the term of the Lease, to allow for prepayment and abatement of certain Base Rent, to provide for payment of tenant improvements and other matters, all on the terms and subject to the conditions contained herein.
- C. All capitalized terms have the meanings assigned to them in the Lease unless otherwise defined herein. All Section numbers refer to the Lease unless otherwise specified herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties, and for other good and valuable consideration, the parties agree as follows:

- 1. Modified Term. Section 1.3 is hereby amended to provide that the Original Term of the Lease shall be for ten (10) years, commencing on the Commencement Date as specified in Section 1.3.1(a) and expiring on the tenth (10th) anniversary of the Commencement Date, unless extended or terminated earlier as provided in the Lease, this Lease Amendment or by applicable law. As referenced in this Amendment, the first (1st) Lease Year begins on the Commencement Date; all subsequent Lease Years begin on the respective anniversary of the Commencement Date.
- 2. Base Rent. Section 1.5 of the Lease is hereby amended as follows:
 - (a) Lease Years 1-5. During the first (1st) Lease Year, the monthly Base Rent shall be \$20,000 as provided in Section 1.5 of the Lease. For the second (2nd) through fifth (5th) Lease Years, the monthly Base Rent shall increase by \$0.03 per square foot each year, according to the schedule in Section 1.5.2; provided however that the date of increase shall correspond to the beginning of each Lease Year, not to the specific dates set forth in Section 1.5.2.

(b) Lease Years 6-10. The monthly Base Rent for the sixth (6th) Lease Year shall be equal to 95% of the Market Rental Value (the "MRV") of the Premises, calculated as follows. Not less than six (6) months prior to the end of the fifth (5th) Lease Year, the parties shall attempt to agree upon what the MRV will be for the sixth (6th) Lease Year. If the parties cannot agree, then at their own cost, Lessor and Lessee shall each appoint a Grass Valley commercial real estate broker or appraiser to conduct a market analysis of comparable 20,000 square foot office buildings in the Grass Valley area. When determining MRV, Lessor, Lessee and their consultants shall consider the terms of current comparable market transactions which shall include, but not be limited to rent, rental adjustments, abated rent and lease term. For purposes of determining MRV for the sixth (6th) Lease Year, the MRV: (a) shall not include the value of any improvements installed on the Premises after the date of this Lease or the costs of any such improvements which were paid by Lessee (the "Lessee Improvements"); provided however, that the MRV shall include the value of all improvements paid by Lessor, excluding those reimbursed by Lessee (the "Lessor Improvements"); and (b) the condition and layout of the Premises shall be deemed to be that which existed on the date of the Lease, as shown by reasonable photographic or video evidence presented by the parties; provided however, that as to the condition and layout of the Premises, the MRV shall take into account the value of all Lessor Improvements. The value of the Lessee and Lessor Improvements shall be determined based on the relative percentage of actual costs paid by the Lessee and Lessor, as determined and agreed upon by Lessee and Lessor upon Final Completion of all Improvements. If upon review of said analyses, the two parties are in agreement, the Base Rent for the sixth (6th) Lease Year shall equal 95% of the agreed-upon MRV. If the two parties are not in agreement, a third mutually acceptable appraiser or broker shall immediately be appointed to determine the MRV within the next 30 days using the same considerations. In this instance, the Base Rent for the 6th Lease Year will equal 95% of the MRV as established by a majority of the three brokers/appraisers. Any associated costs for said third broker/appraiser shall be split equally between Lessor and Lessee. Notwithstanding the foregoing, the new Base Rent for the 6th Lease Year shall not be less than the Base Rent payable for the month immediately preceding the rent adjustment. Monthly Base Rent for the seventh (7th) through tenth (10th) Lease Years shall increase by \$0.03 per square foot per year, based on the Base Rent established for the sixth (6th) Lease Year pursuant to the above procedure.

(c) Other Amounts. In addition to the monthly Base Rent specified above, Lessee shall make timely payment of all other amounts due under the Lease, including without limitation, Lessee's Share of Common Area Operating Expenses, Real Property

Taxes and Insurance Premiums, as well as Lessee's reimbursement of its share of Initial Tenant Improvements pursuant to Section 2.1.1.

3. Base Rent Prepayment and Abatement. Upon execution of this Amendment, Lessee shall pay to Lessor the additional amount of \$120,000 as prepayment and abatement of the Base Rent. The amount of \$120,000 shall be offset against the monthly Base Rent for the 55th through the 60th months following the Commencement Date (i.e., the last six months of the 5th Lease Year of the Original Term); provided, however, that Lessee shall continue to pay Lessee's Share of the Common Area Operating Expenses, Real Property Taxes and Insurance Premiums for the last six months of the Original Term, and shall pay any difference between \$120,000 and the aggregate Base Rent for the last six months of the 5th Lease Year of the Original Term.
4. Payment of Tenant Improvements. Section 2.1.1 and the Work Letter shall be revised to provide that Lessee's Board of Supervisors has concurrently approved the Final Plans and Specifications, as specifically set forth in Exhibit A attached hereto and incorporated by this reference (the "Final Plans").
 - a. Lessor shall be responsible for performing all work identified in the Final Plans, and shall complete and deliver the Premises to Lessee in accordance with the Final Plans no later than February 1, 2016.
 - b. Lessor shall initially pay the cost of those certain Tenant Improvements in the amount of \$1,229,527. Lessee shall reimburse Lessor (a) \$725,000 for Lessee's share of the Initial Tenant Improvements, plus (b) the financing costs for Lessee's \$725,000 share of the Initial Tenant Improvement costs, as calculated pursuant to Section 2.1.1. In addition, Lessee shall pay an amount up to, but not to exceed, \$48,000 in "on bill financing" through PG&E to Lessor's electrical subcontractor in order to fund energy efficient component upgrades to the Premises as shown on the Final Plans. As a result of participating in this program, County is entitled to certain rebates in the approximately amount of \$12,000. County hereby agrees that any such rebates may be retained by Lessor's electrical subcontractor and applied as an offset to the cost of installing such energy saving improvements. Once the cost of such upgrades has been fully repaid to PG&E, County shall be solely entitled to the benefit of the reduced energy costs or other energy related savings generated as a result of said upgrades.
 - c. In the event of an early termination of the Lease, Lessee shall be responsible for the unamortized costs related to Lessee's \$725,000 share of the Initial Tenant Improvements, as provided in Section 54 of the Lease. All other terms of Section 2.1.1. shall remain unchanged, except that such reimbursement shall begin as of

the Commencement Date and continue until the end of the fifth (5th) Lease Year, rather than beginning and ending on the specific dates set forth in Section 2.1.1.

5. Base Year. Section 4.2.1 is hereby amended to provide that the Base Year for purposes of calculating Lessee's payment of Common Area Operating Expenses shall consist of the first (1st) Lease Year, beginning on the Commencement Date, rather than the specific dates set forth in Section 4.2.1.
6. Reimbursement of Financing Costs. Section 53 is hereby amended to provide that Lessee's reimbursement of financing costs as described in Section 53 shall begin on the Commencement Date and continue through the end of the fifth (5th) Lease Year, rather than the specific dates set forth in Section 53.
7. Confirmation of Lease Terms; Conflicts. Except as specifically modified herein, all other terms and conditions of the Lease remain unchanged and in full force and effect. In the event of any conflicts between this Amendment and the Lease, the terms of this Amendment shall control.

LESSOR:

M.K. BLAKE ESTATE CO., a California Corporation

By:  7/20/15
JEFFREY S. LEITER, President

LESSEE:

COUNTY OF NEVADA, a political subdivision of the State of California

By: 
EDWARD C. SCOFIELD, Chair
Nevada County Board of Supervisors

ATTEST:

By: 
JULIE PATTERSON-HUNTER
Clerk of the Board

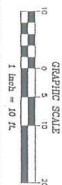
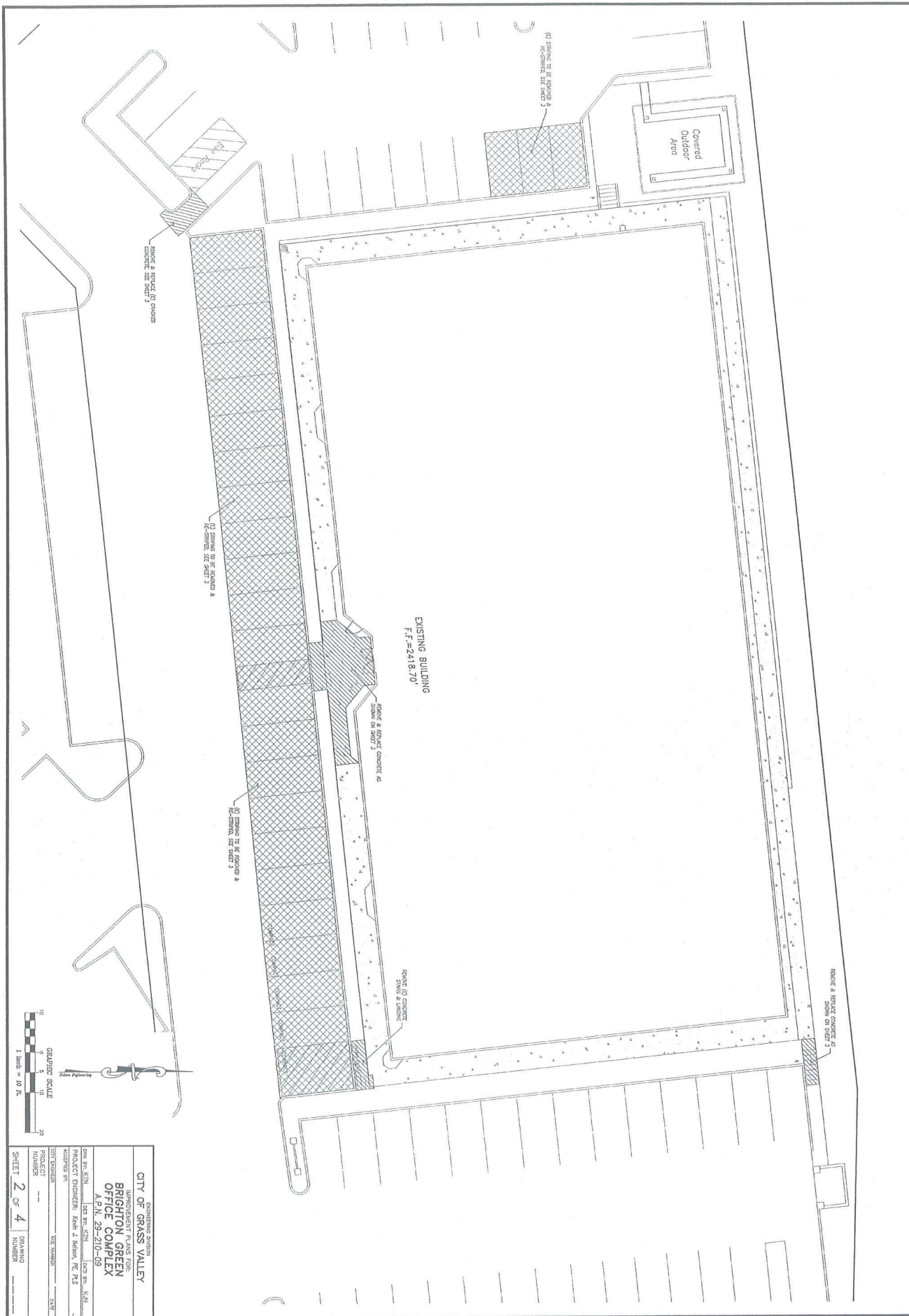
APPROVED AS TO FORM:

By: 
ALISON A. BARRATT-GREEN
County Counsel

CITY OF GRASS VALLEY ENGINEERING DIVISION

IMPROVEMENT PLANS FOR: BRIGHTON GREEN OFFICE COMPLEX A.P.N. 29-210-09

LEGEND	
	PROPOSED 24" STORM SEWER (DASHED LINE)
	PROPOSED 24" FILL SLOPE
	FLOW LINE
	PROPERTY LINE
	EXIST. CURB OR PAVEMENT
	PROPOSED STORM DRAIN (DASHED LINE)
	PROPOSED STORM DRAIN PIPE W/ SIZE
	PROPOSED PARKING AREA
	PROPOSED CONCRETE AREA
	PROPOSED 6" CURB
	PROPOSED 12" CURB
	PROPOSED 18" CURB
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ENGINEERING DIVISION	
CITY OF GRASS VALLEY	
IMPROVEMENT PLANS FOR:	
BRIGHTON GREEN	
OFFICE COMPLEX	
A.P.N. 29-210-09	
DRAWN BY: KEN	CHECK BY: KEN
PROJECT ENGINEER: KIM T. NELSON, PE, PLS	
DESIGNED BY:	DATE:
CITY ENGINEER:	FILE NUMBER:
PROJECT NUMBER:	
SHEET 2 OF 4	
DRAWING NUMBER:	



**NELSON
ENGINEERING**
Civil Engineering, Surveying, & Land Planning
16091 Wildflower Drive (530) 432-4918
Penn Valley, CA 95948 e-mail: nelson@com.net

DEMOLITION PLAN FOR:
BRIGHTON GREEN OFFICE COMPLEX
A.P.N. 29-210-09

COUNTY OF NEVADA,

CALIFORNIA

NO.	REVISIONS	DATE	DESIGNED: KJM
			DRAWN: KJM
			CHECKED BY: KJM
			DATE: APR 23, 2015
			PROJECT No.: 15-158
			DWG. NAME: 15-0000000 May.dwg