

Item # 4-5

**City of Carson City
Agenda Report**

Date Submitted: 12/05/08

Agenda Date Requested: 12/18/08
Time Requested: Consent

To: Board of Supervisors

From: Kathy Wolfe, Human Services Program Manager

Subject Title: Action to approve the Gardnerville Women, Infant & Children (WIC) Office Space Lease Agreement.

Staff Summary: Carson City Health and Human Services receives funding through a State of Nevada sub-grant award for Women, Infant & Children's (WIC) services for both the Carson City and Douglas County community residents.

Type of Action Requested: (check one)

☐ Resolution

☐ Ordinance

☐ Formal Action/Motion

☒ Other (Specify) Consent Agenda

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to approve the Gardnerville Women, Infant & Children (WIC) Office Space Lease Agreement.

Explanation for Recommended Board Action: Approving the Office Space Lease Agreement for the Gardnerville WIC location will allow Carson City Health & Human Services to continue providing sub-granted WIC services to Douglas County residents.

Applicable Statute, Code, Policy, Rule or Regulation: N/A

Fiscal Impact: No direct fiscal impact, the WIC sub-grant will reimburse all rental/lease costs.

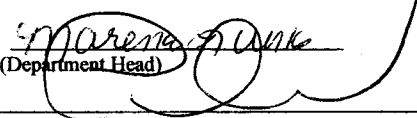
Explanation of Impact: N/A

Funding Source: WIC Sub-grant award 275-6809-441-06-25

Alternatives: None

Supporting Material: Gardnerville WIC Lease Agreement, Certificate of Insurance Coverage

Prepared By: Kathy Wolfe, Human Services Program Manager

Reviewed By: 
(Department Head)

Date: 12/9/08

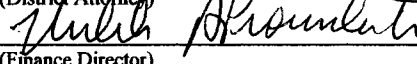
(City Manager)

Date: 12/9/08



Date: 12-9-08

(District Attorney)



Date: 12-9-08

(Finance Director)

Board Action Taken:

Motion: _____

1) _____

Aye/Nay

2) _____

(Vote Recorded By)

**DOUGLAS COUNTY
DEPARTMENT OF SOCIAL SERVICES**

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") dated _____ is entered into between DOUGLAS COUNTY ("Landlord"), and the CITY OF CARSON CITY, NEVADA, for and on behalf of CARSON CITY HEALTH & HUMAN SERVICES, WOMEN'S INFANT CHILDREN (collectively, "Tenant").

WITNESSETH:

SECTION 1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord the following described property: 302 usable square feet of office space located at 1133 Spruce, Gardnerville, Nevada 89410 ("Premises").

SECTION 2. TERM. The term of this Lease is for 16 months, commencing on JULY 1, 2008 and ending on OCTOBER 31, 2009.

SECTION 3. RENT. The rent shall be FOUR HUNDRED FORTY-EIGHT & 47/100 DOLLARS (\$448.47) per month, payable quarterly on the first day of each quarter to Landlord at address below, or at another location that Landlord may designate.

SECTION 4. USE. The Premises are to be used for the administration of the WOMEN'S INFANT CHILDREN (WIC) program and no part of the premises shall be used for any other purpose without written consent of the Landlord. Tenant shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises or will cause a substantial increase in utility services normally supplied to the Premises. Tenant shall comply with all statutes, ordinances, regulations, and other requirements of all governmental entities that pertain to the occupancy or use of the Premises, and with all rules and regulations that are adopted by Landlord for the safety, care, and cleanliness of the Premises and the preservation of good order on the Premises. These rules and regulations are expressly made a part of this Lease.

SECTION 5. HOLDING OVER. This Lease shall terminate without further notice at the expiration of the term, unless written permission to renew the Lease or hold over is obtained from the Landlord. Any holding over without written permission of the Landlord shall not constitute a renewal or extension.

SECTION 5. TRADE FIXTURES. Tenant shall have the right, at any time and from time to time during the term and any renewal or extension, at Tenant's sole cost and expense, to install and affix in, to, or on the premises items for use in Tenant's trade or business that Tenant, in Tenant's sole discretion, deems advisable (collectively, Trade Fixtures). Trade fixtures or any other equipment installed in the premises by Tenant will remain the property of Tenant and may be removed at the expiration of the Term, or any extension, provided that any damage to the premises caused by the removal of trade fixtures or equipment shall be repaired by Tenant, and further provided that Landlord shall have the right to keep any trade fixtures or equipment that Tenant otherwise elects to abandon. Any trade fixtures that are abandoned or not removed from the premises by Tenant within thirty days after the termination of this Lease shall be deemed abandoned by Tenant and shall automatically become the property of Landlord as the owner of the real property to which they are affixed.

SECTION 6. UTILITIES.

- A. Landlord. Landlord shall provide Tenant with the following utilities and services: gas, water, sewer, electricity; heating, air conditioning, garbage collection, and basic janitorial services.
- B. Tenant. Tenant shall provide its own telephone, computer and data services.

SECTION 7. MAINTENANCE. Tenant agrees to maintain the premises in a clean and orderly condition at all times, and in accordance with safety and fire codes and other applicable Federal, state, and local laws and ordinances. Tenant agrees that no credit will be allowed Tenant by Landlord for the cost of any maintenance or repairs completed by Tenant. Tenant agrees to report any damage to premises and not to repair the premises without written permission of the Landlord.

SECTION 8. WASTE, QUIET CONDUCT, HAZARDOUS SUBSTANCES AND PROPERTY INSPECTION. Tenant shall not commit, or suffer to be committed, any waste on the premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other use of the surrounding property.

SECTION 9. ALTERATIONS. Tenant shall not alter any existing fixtures or improvements or alter the building walls, floor, doors or ceiling in any manner, nor shall Tenant add fixtures or improvements or in any other way modify the building without prior written approval of the Landlord. Any and all work approved by Landlord shall be conducted at Tenant's sole cost and expense. All fixtures, improvements, and additions made in or upon the property shall remain with the building at the termination of this Lease, however terminated, without any compensation being paid by Landlord to Tenant. Any alteration to the Premises without the prior written consent of the Landlord shall be a breach of

this Lease, and at the option of the Landlord, shall cause a termination of this Lease.

SECTION 10. INSURANCE. Tenant must procure and maintain, at its own cost and expense, and at all times during the term of this Lease, the following insurance policies:

- A. Form. All policies of insurance required by this section must be in a standard form and written by qualified insurance companies satisfactory to the Landlord.
- B. Additional Insured. Evidence of all insurance required must be provided by Tenant by filing with the Landlord a copy of the policy and policies, together with a duly executed original certificate of insurance to the effect that the insurance required by this Lease is extended. All certificates of insurance must specifically state that "Douglas County, its officers, agents and employees" are named as additional insureds under the policy or policies.
- C. Notice. All policies and certificates must contain a provision that written notice of policy lapses, cancellation, or any changes shall be delivered to the Landlord no fewer than 30 days in advance of the effective date. Tenant must give Landlord prompt and timely notice of any claim made or suit instituted of which it is aware of that in any way directly, contingently, or otherwise affects or might affect either, and both have the right to participate in the defense of the claim to the extent of its own interest.

SECTION 11. HOLD HARMLESS AND INDEMNIFICATION.

- A. Tenant shall indemnify, defend, save, protect, and hold harmless Landlord, its officers, agents and employees from any and all claims, costs, liability, including reasonable attorneys' fees, for any damage, injury, or death, including without limitation all consequential damages from any cause whatsoever, to persons or property arising directly or indirectly from or connected with Tenant's performance of its operations, the acts, errors or omissions of Tenant, its agents, contractors or employees, or the use and possession of the premises, by Tenant, its agents, contractors or employees, or the use and possession of the premises, by Tenant or any sub-tenant, their agents, contractors or employees, save and except claims or litigation arising throughout (and only to the extent of) the sole negligence or sole willful misconduct of the Landlord, its officers or employees, and if required by the Landlord, will defend any actions at the sole cost and expense of the Tenant.

- B. Tenant and Landlord covenant and agree to indemnify and hold each other harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, caused by their guests arising directly or indirectly from their performance of operations or use of premises.

SECTION 12. ATTORNEY FEES. In any action or proceeding by either party to enforce this Lease or any provision of the Lease, the prevailing party shall be entitled to recover reasonable attorney fees and all other costs incurred.

SECTION 13. INSPECTION, ACCESS AND NOTICE. The Landlord and any of its agents, at any time after reasonable written notice to Tenant, has the right to go on and inspect premises and any improvements.

SECTION 14. ASSIGNMENT OR SUBLETTING.

- A. Tenant must not sublease, voluntarily assign, or encumber its interest in this Lease, the leased premises, or in any improvements or allow any person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the premises, without first obtaining the Landlord's written consent. Any assignment, encumbrance, or sublease by Tenant without Landlord's written consent is voidable, and at the Landlord's election, constitutes a default of the Lease. The consent to any assignment, encumbrance, or sub-lease does not constitute a further waiver of the provisions of this section.
- B. The parties each agree that Tenant's request to the Landlord for its consent to any proposed sublease or assignment, must include the following information and documents:
1. The name of the proposed subtenant, assignee, or other transferee;
 2. The nature of the proposed subtenant's, assignee's, or other transferee's business to be carried out on the Premises;
 3. Each of the terms and provisions of the proposed sublease, assignment, or other transfer, including without limitation, the full consideration for the sublease, assignment, or transfer.
- C. Tenant has the right to sublease portions of the Premises subject to conditions and to collect rent. If Tenant is in default of rent to the Landlord pursuant to this Lease and fails to cure promptly after receiving notice from the Landlord, Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's rent under this Lease, all rent from any subletting of all or part of the Premises, or the improvements, and Landlord as assignee for Tenant, or a receiver for

Tenant appointed on County's application, may collect the rent and apply it toward Tenant's obligations under this agreement.

- D. Requests from Tenant under this section shall not be unreasonably denied.

SECTION 15. SUCCESSORS IN INTEREST. Subject to the restrictions upon assignment in Section 13, this Lease shall be in favor of and bind the heirs, executors, administrators, successors and assigns of the parties.

SECTION 16. DEFAULT, DELINQUENCY IN RENT, AND RIGHTS OF OWNER. When any part of the rent or other charges due from Tenant remain unpaid for 30 consecutive days, Landlord shall be entitled to terminate the right of Tenant to use the premises by sending to Tenant a delinquency notice, at Tenant's notice address, and to the alternative address, if any, provided by Tenant, by certified mail, postage prepaid, containing the following:

- A. An itemized statement of the Landlord's claim showing the sums due at the time of the notice and the date when the sums became due;
- B. A statement that the Tenant's right to use the premises will terminate on a specified date (not less than 14 days after the mailing of the notice) unless all sums and penalty fees due are paid by the Tenant prior to the specified date;
- C. A notice that the Tenant will be denied access to the building after the termination date if the sums and penalty fees are not paid; and
- D. The name, street address and telephone number of the Landlord whom the Tenant may contact to respond to the notice.

Once notice has been sent, and the total sum due has not been paid as of the date specified in the notice, the Landlord may deny Tenant access to the premises, enter the premises, and remove any property found to a place of safe-keeping. The Landlord shall be entitled to exercise all rights, including, when appropriate, default and the right to sell the property.

SECTION 17. SECURITY. Landlord shall not be liable for any loss of property by theft or otherwise. Landlord shall not be responsible for the safety and security of Tenant's personal property.

SECTION 18. NOTICES. Any notice required or permitted to be given or served whether pursuant to the terms of this agreement or any provision of law shall be served by certified mail, postage prepaid to the respective addresses, and, in the case of the Tenant, to the alternative address, or at any other address as the party to be notified may from time to time designate in writing.

For the purposes of this lease, Landlord's address to which notices may be sent, is as follows:

Douglas County Social Services
P.O. Box 218
Gardnerville, Nevada 89423

For purposes of this lease, Tenant's address to which notices may be sent, is as follows:

Carson City Health & Human Services, Women's, Infant, Children
900 Long Street
Carson City, NV 89706

SECTION 19. SEVERABILITY. It is the intent of the parties that the sections, paragraphs, sentences, clauses, and phrases of this agreement are severable and if any phrase, clause, sentence, paragraph, or section of this Lease is declared invalid by the final judgment or decree of a court of competent jurisdiction the invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Lease.

SECTION 20. LAW AND FORUM. The laws of Nevada shall govern the interpretation and enforcement of this Lease. The parties agree that the Ninth Judicial District Court of the State of Nevada will be the forum of any litigation arising from this Lease.

SECTION 21. DESTRUCTION. If the premises are rendered untenable by the elements, or by any other cause not resulting from Tenant's neglect or fault, the obligation to pay rent shall cease until the premises are repaired. When the premises are tenantable the obligation to pay rent will resume.

SECTION 22. MECHANIC'S AND MATERIAL MAN'S LIENS. Neither Tenant nor the Landlord shall permit any mechanic's, material man's, or other lien against the premises or the property of which the premises forms a part in connection with any labor, materials, or services furnished or claimed to have been furnished. If any lien is filed against the premises or property of which the premises forms a part, the party charged with causing the lien will cause the same to be discharged. Either party may contest any lien, so long as its enforcement is stayed.

TENANT:

Carson City Health & Human Services, Women's, Infant, Children

By: _____
Signature Date

Print Name Position

LANDLORD:

Douglas County

By: Kelly D. Kite October 2, 2008
Kelly D. Kite, Chair Date
Douglas County Board of Commissioners

Approved as to form:

By: Christine M. Schwamberger
Christine M. Schwamberger, Deputy District Attorney Date

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE FORMS ISSUED TO THE COVERED MEMBER

AGENT

Willis Affinity Programs of Nevada, Inc.
1755 E. Plumb Lane, Suite 269
Reno, NV 89502

DATE OF ISSUANCE

June 6, 2008

COVERED MEMBER

City of Carson City.

COVERAGE TO MEMBER PROVIDED BY AGREEMENT WITH:

Nevada Public Agency Insurance Pool
201 S. Roop St., Suite 102
Carson City, NV 89701-4790

A POOL FORMED PURSUANT TO THE INTERLOCAL COOPERATION
ACT CHAPTER 277 OF THE NEVADA REVISED STATUTES

COVERAGES:

THIS IS TO CERTIFY THAT THE COVERAGES IN EFFECT AS LISTED BELOW HAVE BEEN ISSUED TO THE POOL MEMBER NAMED ABOVE FOR THE TIME PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE OF COVERAGE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE COVERAGE FORMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH FORMS.

TYPE OF COVERAGE	COVERAGE FORM NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMIT
LIABILITY INCLUDING AUTO LIABILITY, LAW ENFORCEMENT LIABILITY AND WRONGFUL ACTS LIABILITY	NPAIP200809	July 1, 2008	July 1, 2009	\$1,000,000
PROPERTY INCLUDING ALL REAL AND PERSONAL PROPERTY, AUTOMOBILES, AND EQUIPMENT				
OTHER				
ADDITIONAL ASSURED per Section 1.2 of POOL COVERAGE FORM: See Certificate Holder	NPAIP200809	July 1, 2008	July 1, 2009	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is named as Additional Assured with respect the leased building at 1133 Spruce Street, Gardnerville, NV
"Landlord will be notified within 30 days of any cancellation of policy by policyholder with written notice"

CERTIFICATE HOLDER

Douglas County, Its Officers, Employees & Agent
P. O. Box 218
Gardnerville, NV 89423

CANCELLATION:

SHOULD THE ABOVE DESCRIBED COVERAGE AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING POOL WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSUING POOL, OR ITS REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jimmy L. Fahy