



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: December 21, 2017

Staff Contact: Darren Schulz, Public Works Director

Agenda Title: For Possible Action: To approve the lease amendments regarding maintenance responsibilities for Capital City C.I.R.C.L.E.S. Initiative, Nevada Rural Counties RSVP Program, Inc., and Ron Wood Family Resource Center, tenants at the Northgate Complex located at 2621 Northgate Lane, also known as APN 002-062-05. (Stephanie Hicks; SHicks@carson.org)

Staff Summary: As a follow up to the discussion at the February 2, 2017, Board of Supervisors' meeting regarding future options for the retention or disposal of the real property located at 2621 Northgate Lane, staff has met with the lessees to discuss additional maintenance options. On, July 20, 2017, the Board reviewed the new draft language and directed staff to amend the leases to include the proposed language regarding maintenance responsibilities.

Agenda Action: Formal Action/Motion

Time Requested: Consent

Proposed Motion

Move to approve the lease amendments regarding maintenance responsibilities for Capital City C.I.R.C.L.E.S. Initiative, Nevada Rural Counties RSVP Program, Inc., and Ron Wood Family Resource Center, tenants at the Northgate Complex located at 2621 Northgate Lane, also known as APN 002-062-05.

Board's Strategic Goal

Efficient Government

Previous Action

June 1987. Board of Supervisors approved an agreement for the support and conduct of cooperative extension work between the Agricultural/Extension Department of the University of Nevada System and Carson City.

April 18, 1996. Board of Supervisors approved the sale of 2621 Northgate Lane at public auction.

May 1, 1997. Board of Supervisors approved action to allow the Nevada Department of Transportation to put the property up for auction.

September 17, 2009. Board of Supervisors approved the lease agreement with Nevada Rural Counties RSVP Program, Inc., for Suite 6 at 2621 Northgate Lane.

March 18, 2010. Board of Supervisors approved the lease agreement with Ron Wood Family Resource Center for Suite 34-64 at 2621 Northgate Lane.

July 21, 2016. Board of Supervisors renewed the lease of Suite 10 at 2621 Northgate Lane to Capital City C.I.R.C.L.E.S. Initiative.

July 20, 2017, the Board of Supervisors reviewed the new draft language regarding maintenance responsibilities and directed staff to amend the lease agreements to include the proposed language.

Background/Issues & Analysis

On February 2, 2017, staff presented to the Board of Supervisors for discussion an overview of the annual maintenance costs in the amount of \$25,250 for the Northgate Complex along with \$274,000 needed for major projects over the next five years. The City leases this building to non-profit organizations and provides office space as part of a cost allocation with the Board of Regents, University of Nevada System for its Extension program.

Following direction from the Board, staff met with the Lessees to discuss renegotiation of the maintenance terms in the agreements. Staff and the lessees drafted new language regarding maintenance responsibilities which will reduce overall maintenance costs to the City. On, July 20, 2017, the Board reviewed the new draft language and directed staff to amend the leases to include the proposed language regarding maintenance responsibilities.

Since this time staff has prepared Lease Amendments to incorporate the new maintenance language. An agreement with the University of Nevada System for its Extension program will be brought forward separately in the future.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 244.2795, NRS 244.281, and NRS 244.282

Financial Information

Is there a fiscal impact? ☐ Yes ☒ No

If yes, account name/number:

Is it currently budgeted? ☐ Yes ☐ No

Explanation of Fiscal Impact:

Alternatives

N/A

Board Action Taken:

Motion: _____

1) _____
2) _____

Aye/Nay

(Vote Recorded By)

APN's: 002-062-05

Property Address: 2621 Northgate Lane, Suite #6

AFTER RECORDING RETURN TO:
CARSON CITY PUBLIC WORKS
ATTN: STEPHANIE HICKS, REAL PROPERTY MANAGER
3505 BUTTI WAY
CARSON CITY, NV 89701

LEASE AMENDMENT
(Repairs and Maintenance)

This LEASE AMENDMENT, made and entered into this 21st day of December, 2017, effective December 21, 2017, by and between CARSON CITY, NEVADA, a consolidated municipality and political subdivision of the State of Nevada ("LESSOR" or "CITY") and NEVADA RURAL COUNTIES RSVP PROGRAM, INC., a non-profit corporation of the state of Nevada ("LESSEE").

WITNESSETH:

WHEREAS, the CITY has recognized the benefits of providing City-subsidized space for non-profit organizations which provide critical City services;

WHEREAS, the CITY has also recognized the importance of recovering maintenance costs; and

WHEREAS, the subject property has been leased to LESSEE since September 17, 2009; and

WHEREAS, the CITY and LESSEE have worked together to draft new language regarding maintenance responsibilities which will reduce overall maintenance costs to the CITY; and

WHEREAS, on July 20, 2017, the Board of Supervisors reviewed the new draft language and directed staff to amend the LEASE with the LESSEE to include the proposed

language regarding maintenance responsibilities.

NOW THEREFORE, the CITY and LESSEE do hereby mutually agree to modify the existing LEASE AGREEMENT between the CITY and LESSEE, dated September 17, 2009, by replacing in their entirety Section 4 and Section 5 with the provisions set forth herein below:

4. MAINTENANCE AND REPAIRS:

(A) Except as otherwise provided herein, LESSOR shall be responsible, at its sole expense and in accordance with any applicable local, state or federal law, regulation or code relating to structural integrity, for the proper and reasonable maintenance and repair of the building and grounds at all times during the term of this LEASE. Such proper and reasonable maintenance and repair of the building and grounds is limited to the roof, including periodic gutter cleaning as necessary; foundation; exterior and interior walls; plumbing; jointly-used electrical panels; and the HVAC (heating, ventilation and air conditioning) system.

(B) Except as otherwise provided herein, LESSEE shall be responsible, at its sole expense and in accordance with any applicable local, state or federal law, regulation or code relating to structural integrity, for the proper and reasonable maintenance and repair of the premises at all times during the term of this LEASE to prevent the premises from entering into a state of disrepair. Such proper and reasonable maintenance and repair of the premises includes:

(1) Maintenance of the flooring, but only in such a manner that is consistent with the use of techniques and products approved by the CITY Facilities Maintenance Manager in advance of the commencement of any work; paint; electrical wiring and fixtures; equipment that is used for fire protection or suppression; and the interior of the premises in general.

(2) Repair of any damage that is directly or proximately caused, whether intentionally or negligently, by the LESSEE, its employees, agents, volunteers, contractors or invitees.

(C) Notwithstanding any other provision of this LEASE, LESSEE shall be responsible, at its sole expense and in accordance with any applicable local, state or federal law, regulation or code relating to structural integrity, for the proper and reasonable repair of any

damage to the building and grounds that is directly or proximately caused, whether intentionally or negligently, by the LESSEE, its employees, agents, volunteers, contractors or invitees.

(D) LESSEE shall, in cooperation with every other tenant in the building, arrange for the cleaning, supplying, maintaining and repairing, whenever necessary, of every restroom facility, including fixtures, which services the building. LESSEE shall contribute its share of the cost for such responsibilities at such time and manner as mutually agreed upon with the other tenants, and must be calculated by dividing the gross area of the premises by the gross leasable area of the building.

(E) For the purposes of this LEASE, the term "grounds" shall be deemed to include the parking lot, landscaping and sidewalks appurtenant to the building.

5. ALTERATIONS, LIENS, ENCUMBRANCES, AND REPAIRS:

(A) LESSEE shall not make any permanent alterations, additions, improvements or repairs to the premises without first obtaining in writing the consent and approval of LESSOR. This provision does not apply to any alteration, addition, improvement or repair that is merely cosmetic in nature.

(B) LESSEE agrees that any alteration, addition, improvement or repair that is made to the premises is at the sole expense of the LESSEE and, upon termination of this LEASE, becomes the exclusive property of LESSOR of which LESSEE shall have no claim of title or interest. This provision does not apply to any movable trade fixtures.

(C) LESSEE shall, upon termination of this LEASE, surrender to LESSOR the premises and any permanent fixtures in good condition, order and repair, excluding any condition that is attributable solely to normal wear and tear.

(D) LESSEE shall comply or, if employing the services of another in altering, adding, improving or repairing the premises, ensure the compliance with, any applicable local, state or federal law, regulation or code relating to such work. LESSEE agrees to release and hold harmless LESSOR from any and all liability for damages or injury arising from or relating to any such work that is performed by any person, including circumstances involving any condition of the premises, building or grounds that is known or reasonably should have been known to LESSOR. LESSEE further agrees to indemnify LESSOR from any and all claims, demands, causes of action, suits, procedures, costs, damages and liabilities, including,

without limitation, attorney's fees, arising from or relating to the conduct of LESSEE or its employees, agents, volunteers, contractors or invitees, and to provide LESSOR reimbursement as necessary and appropriate.

(E) LESSEE shall ensure at all times that the premises are kept free and clear of any liens or encumbrances that may be caused by any act or omission of LESSEE or its employees, agents, volunteers, contractors or invitees.

IN WITNESS WHEREOF, the Parties have executed this LEASE on the day and year first above written.

LESSOR:

CARSON CITY, NEVADA, A

Mayor – Robert L. Crowell

LESSEE:

NEVADA RURAL COUNTIES RSVP
PROGRAM, INC.



Susan C. Haas, Executive Director & C.E.O.

Attest:

Susan Merriwether, Clerk-Recorder

Approved as to Form:

District Attorney

APN's: 002-062-05

Property Address: 2621 Northgate Lane, Suite #34-64

AFTER RECORDING RETURN TO:

CARSON CITY PUBLIC WORKS

ATTN: STEPHANIE HICKS, REAL PROPERTY MANAGER

3505 BUTTI WAY

CARSON CITY, NV 89701

LEASE AMENDMENT
(Repairs and Maintenance)

This LEASE AMENDMENT is made and entered into this ____ day of _____, 2017, effective _____, 2017, by and between CARSON CITY, NEVADA, a consolidated municipality and political subdivision of the State of Nevada ("LESSOR" or "CITY") and RON WOOD FAMILY RESOURCE CENTER, a non-profit corporation of the state of Nevada ("LESSEE").

WITNESSETH:

WHEREAS, the CITY has recognized the benefits of providing City-subsidized space for non-profit organizations which provide critical City services;

WHEREAS, the CITY has also recognized the importance of recovering maintenance costs; and

WHEREAS, the subject property has been leased to LESSEE since March 18, 2010; and

WHEREAS, the CITY and LESSEE have worked together to draft new language regarding maintenance responsibilities which will reduce overall maintenance costs to the CITY; and

WHEREAS, on July 20, 2017, the Board of Supervisors reviewed the new draft language and directed staff to amend the LEASE with the LESSEE to include the proposed

language regarding maintenance responsibilities.

NOW THEREFORE, the CITY and LESSEE do hereby mutually agree to modify the existing LEASE AGREEMENT between the CITY and LESSEE, dated March 18, 2010, by replacing in their entirety Section 4 and Section 5 with the provisions set forth herein below:

4. MAINTENANCE AND REPAIRS:

(A) Except as otherwise provided herein, LESSOR shall be responsible, at its sole expense and in accordance with any applicable local, state or federal law, regulation or code relating to structural integrity, for the proper and reasonable maintenance and repair of the building and grounds at all times during the term of this LEASE. Such proper and reasonable maintenance and repair of the building and grounds is limited to the roof, including periodic gutter cleaning as necessary; foundation; exterior and interior walls; plumbing; jointly-used electrical panels; and the HVAC (heating, ventilation and air conditioning) system.

(B) Except as otherwise provided herein, LESSEE shall be responsible, at its sole expense and in accordance with any applicable local, state or federal law, regulation or code relating to structural integrity, for the proper and reasonable maintenance and repair of the premises at all times during the term of this LEASE to prevent the premises from entering into a state of disrepair. Such proper and reasonable maintenance and repair of the premises includes:

(1) Maintenance of the flooring, but only in such a manner that is consistent with the use of techniques and products approved by the CITY Facilities Maintenance Manager in advance of the commencement of any work; paint; electrical wiring and fixtures; equipment that is used for fire protection or suppression; and the interior of the premises in general.

(2) Repair of any damage that is directly or proximately caused, whether intentionally or negligently, by the LESSEE, its employees, agents, volunteers, contractors or invitees.

(C) Notwithstanding any other provision of this LEASE, LESSEE shall be responsible, at its sole expense and in accordance with any applicable local, state or federal law, regulation or code relating to structural integrity, for the proper and reasonable repair of any damage to the building and grounds that is directly or proximately caused, whether

intentionally or negligently, by the LESSEE, its employees, agents, volunteers, contractors or invitees.

(D) LESSEE shall, in cooperation with every other tenant in the building, arrange for the cleaning, supplying, maintaining and repairing, whenever necessary, of every restroom facility, including fixtures, which services the building. LESSEE shall contribute its share of the cost for such responsibilities at such time and manner as mutually agreed upon with the other tenants, and must be calculated by dividing the gross area of the premises by the gross leasable area of the building.

(E) For the purposes of this LEASE, the term "grounds" shall be deemed to include the parking lot, landscaping and sidewalks appurtenant to the building.

5. ALTERATIONS, LIENS, ENCUMBRANCES, AND REPAIRS:

(A) LESSEE shall not make any permanent alterations, additions, improvements or repairs to the premises without first obtaining in writing the consent and approval of LESSOR. This provision does not apply to any alteration, addition, improvement or repair that is merely cosmetic in nature.

(B) LESSEE agrees that any alteration, addition, improvement or repair that is made to the premises is at the sole expense of the LESSEE and, upon termination of this LEASE, becomes the exclusive property of LESSOR of which LESSEE shall have no claim of title or interest. This provision does not apply to any movable trade fixtures.

(C) LESSEE shall, upon termination of this LEASE, surrender to LESSOR the premises and any permanent fixtures in good condition, order and repair, excluding any condition that is attributable solely to normal wear and tear.

(D) LESSEE shall comply or, if employing the services of another in altering, adding, improving or repairing the premises, ensure the compliance with, any applicable local, state or federal law, regulation or code relating to such work. LESSEE agrees to release and hold harmless LESSOR from any and all liability for damages or injury arising from or relating to any such work that is performed by any person, including circumstances involving any condition of the premises, building or grounds that is known or reasonably should have been known to LESSOR. LESSEE further agrees to indemnify LESSOR from any and all claims, demands, causes of action, suits, procedures, costs, damages and liabilities, including, without limitation, attorney's fees, arising from or relating to the conduct of LESSEE or its

employees, agents, volunteers, contractors or invitees, and to provide LESSOR reimbursement as necessary and appropriate.

(E) LESSEE shall ensure at all times that the premises are kept free and clear of any liens or encumbrances that may be caused by any act or omission of LESSEE or its employees, agents, volunteers, contractors or invitees.

IN WITNESS WHEREOF, the Parties have executed this LEASE Amendment on the day and year first above written.

LESSOR:
CARSON CITY, NEVADA, A

LESSEE:
RON WOOD FAMILY RESOURCE
CENTER

Mayor – Robert L. Crowell

Joyce Buckingham, Director

Attest:

Susan Merriwether, Clerk-Recorder

Approved as to Form:

District Attorney

APN's: 002-062-05

Property Address: 2621 Northgate Lane, Suite #10

AFTER RECORDING RETURN TO:
CARSON CITY PUBLIC WORKS
ATTN: STEPHANIE HICKS, REAL PROPERTY MANAGER
3505 BUTTI WAY
CARSON CITY, NV 89701

LEASE AMENDMENT
(Repairs and Maintenance)

This LEASE AMENDMENT, made and entered into this 11th day of Dec., 2017, effective _____, 2017, by and between CARSON CITY, NEVADA, a consolidated municipality and political subdivision of the State of Nevada ("LESSOR" or "CITY") and CAPITAL CITY C.I.R.C.L.E.S. Initiative, a non-profit corporation of the state of Nevada ("LESSEE").

WITNESSETH:

WHEREAS, the CITY has recognized the benefits of providing City-subsidized space for non-profit organizations which provide critical City services;

WHEREAS, the CITY has also recognized the importance of recovering maintenance costs; and

WHEREAS, the subject property has been leased to LESSEE since August 4, 2011 and was renewed on August 4, 2016; and

WHEREAS, the CITY and LESSEE have worked together to draft new language regarding maintenance responsibilities which will reduce overall maintenance costs to the CITY; and

WHEREAS, on July 20, 2017, the Board of Supervisors reviewed the new draft language and directed staff to amend the LEASE with the LESSEE to include the proposed

language regarding maintenance responsibilities.

NOW THEREFORE, the CITY and LESSEE do hereby mutually agree to modify the existing LEASE AGREEMENT between the CITY and LESSEE, dated August 4, 2016, by replacing in their entirety Section 4 and Section 5 with the provisions set forth herein below:

4. MAINTENANCE AND REPAIRS:

(A) Except as otherwise provided herein, LESSOR shall be responsible, at its sole expense and in accordance with any applicable local, state or federal law, regulation or code relating to structural integrity, for the proper and reasonable maintenance and repair of the building and grounds at all times during the term of this LEASE. Such proper and reasonable maintenance and repair of the building and grounds is limited to the roof, including periodic gutter cleaning as necessary; foundation; exterior and interior walls; plumbing; jointly-used electrical panels; and the HVAC (heating, ventilation and air conditioning) system.

(B) Except as otherwise provided herein, LESSEE shall be responsible, at its sole expense and in accordance with any applicable local, state or federal law, regulation or code relating to structural integrity, for the proper and reasonable maintenance and repair of the premises at all times during the term of this LEASE to prevent the premises from entering into a state of disrepair. Such proper and reasonable maintenance and repair of the premises includes:

(1) Maintenance of the flooring, but only in such a manner that is consistent with the use of techniques and products approved by the CITY Facilities Maintenance Manager in advance of the commencement of any work; paint; electrical wiring and fixtures; equipment that is used for fire protection or suppression; and the interior of the premises in general.

(2) Repair of any damage that is directly or proximately caused, whether intentionally or negligently, by the LESSEE, its employees, agents, volunteers, contractors or invitees.

(C) Notwithstanding any other provision of this LEASE, LESSEE shall be responsible, at its sole expense and in accordance with any applicable local, state or federal law, regulation or code relating to structural integrity, for the proper and reasonable repair of any damage to the building and grounds that is directly or proximately caused, whether

intentionally or negligently, by the LESSEE, its employees, agents, volunteers, contractors or invitees.

(D) LESSEE shall, in cooperation with every other tenant in the building, arrange for the cleaning, supplying, maintaining and repairing, whenever necessary, of every restroom facility, including fixtures, which services the building. LESSEE shall contribute its share of the cost for such responsibilities at such time and manner as mutually agreed upon with the other tenants, and must be calculated by dividing the gross area of the premises by the gross leasable area of the building.

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(B) LESSEE agrees that any alteration, addition, improvement or repair that is made to the premises is at the sole expense of the LESSEE and, upon termination of this LEASE, becomes the exclusive property of LESSOR of which LESSEE shall have no claim of title or interest. This provision does not apply to any movable trade fixtures.

(C) LESSEE shall, upon termination of this LEASE, surrender to LESSOR the premises and any permanent fixtures in good condition, order and repair, excluding any condition that is attributable solely to normal wear and tear.

(D) LESSEE shall comply or, if employing the services of another in altering, adding, improving or repairing the premises, ensure the compliance with, any applicable local, state or federal law, regulation or code relating to such work. LESSEE agrees to release and hold harmless LESSOR from any and all liability for damages or injury arising from or relating to any such work that is performed by any person, including circumstances involving any condition of the premises, building or grounds that is known or reasonably should have been known to LESSOR. LESSEE further agrees to indemnify LESSOR from any and all claims, demands, causes of action, suits, procedures, costs, damages and liabilities, including, without limitation, attorney's fees, arising from or relating to the conduct of LESSEE or its

employees, agents, volunteers, contractors or invitees, and to provide LESSOR reimbursement as necessary and appropriate.

(E) LESSEE shall ensure at all times that the premises are kept free and clear of any liens or encumbrances that may be caused by any act or omission of LESSEE or its employees, agents, volunteers, contractors or invitees.

IN WITNESS WHEREOF, the Parties have executed this LEASE Amendment on the day and year first above written.

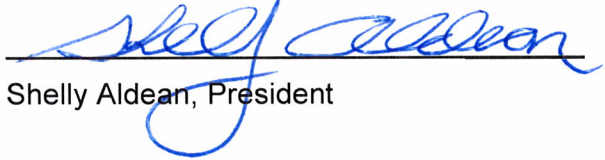
LESSOR:

CARSON CITY, NEVADA, A

Mayor – Robert L. Crowell

LESSEE:

CAPITAL CITY C.I.R.C.L.E.S. INITIATIVE



Shelly Aldean, President

Attest:

Susan Merriwether, Clerk-Recorder

Approved as to Form:

District Attorney