

**MEMORANDUM  
DEPARTMENT OF FACILITY SERVICES  
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **OCTOBER 19, 2010**

From: **JAMES DURFEE / MARK RIDEOUT** 

Subject: **LEASE AGREEMENT – HEALTH & HUMAN SERVICES**

**ACTION REQUESTED / RECOMMENDATION:** It is recommended that your Board adopt the attached Resolution authorizing the Director of Facility Services, or his designee, to take the following actions associated with Health and Human Services continued tenancy at 8645 North Lake Boulevard in Kings Beach, CA:

- 1) Complete negotiations for a Lease Agreement (Agreement) based on the Material Terms attached hereto, between the County of Placer and B.B., LLC, a California Limited Liability Company; and,
- 2) Execute the resultant Agreement on behalf of your Board, following approval by County Counsel and Risk Management; and,
- 3) Carry out those provisions and responsibilities as specified within the Agreement on behalf of the County.

**BACKGROUND:** Since December 1996, the County has provided services for the Health and Human Services (HHS) Women and Infant Care (WIC) program in the building located at 8645 North Lake Boulevard. The most recent lease agreement expired on June 30, 2010, and their occupancy has continued on a month-to-month basis. HHS has evaluated its ongoing need to deliver services in this area and expressed their desire to remain at this facility.

At HHS's request, Property Management has negotiated key terms for a new a lease agreement in order to continue this occupancy. These terms provide for a three-year initial term, with three one-year options that could be exercised at the County's discretion. The rent has been negotiated at \$1,060.80 per month (\$1.60 per square foot per month) and will be subject to adjustment on an annual basis by the Consumer Price Index. This rate is consistent with other rental rates in the Tahoe Region.

In order to proceed with the leasing actions necessary for continued occupancy, Facility Services requests that your Board direct staff to complete the Agreement, and approve the attached Resolution authorizing the Director of Facility Services to execute the Agreement following approval by County Counsel and Risk Management, and to carry out the terms and conditions of the Lease Agreement.

**ENVIRONMENTAL CLEARANCE:** The lease of this facility is Categorically Exempt from review pursuant to Section 15301 of the California Environmental Quality Act. This Section provides for activities, including leasing of existing facilities, when there is no expansion of use beyond that previously existing.

**FISCAL IMPACT:** Rent for this facility will commence at \$1,060.80 per month (\$12,729.60 annually). Funding for this rent is included in the HHS Department FY 2010/2011 Budget.

JD:MR:LM:MM:DB

ATTACHMENT: RESOLUTION (W/ MATERIAL TERMS)  
cc: COUNTY EXECUTIVE OFFICE  
HEALTH AND HUMAN SERVICES

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# Before the Board of Supervisors County of Placer, State of California

In the matter of: A RESOLUTION AUTHORIZING THE DIRECTOR OF FACILITY SERVICES TO NEGOTIATE AND EXECUTE A LEASE AGREEMENT BETWEEN THE COUNTY OF PLACER AND B.B., LLC FOR THE CONTINUED OCCUPANCY OF THE HHS WOMEN AND INFANT CARE PROGRAM AT 8645 NORTH LAKE BLVD. IN KINGS BEACH, CA

Resol. No: \_\_\_\_\_

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held \_\_\_\_\_, 2010 by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Clerk of said Board

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**WHEREAS**, Since December 1996, the County has provided services for the Health Human Services Women and Infant Care (WIC) program at 8645 North Lake Boulevard located in Kings Beach, CA; and

**WHEREAS**, WIC desires to continue leasing the building for a three-year initial term, with three one-year options that are exercisable at the County's discretion.

**NOW THEREFORE, BE IT RESOLVED**, that the Placer County Board of Supervisors does hereby authorize the Director of Facility Services, or his designee, to complete negotiations for a Lease Agreement, based on the Material Terms attached hereto as Exhibit A, between the County of Placer and B.B., LLC, a California Limited Liability Company for the County's occupancy in the building located at 8645 North Lake Boulevard located in Kings Beach, CA; execute the Lease Agreement on behalf of your Board subject to approval of County Counsel and Risk Management; and, authorize the Director of Facility Services, or his designee, to carry out on behalf of the County the responsibilities and provisions as specified within the Lease Agreement as summarized in the attached Material Terms.

ATTACHMENT: EXHIBIT A – MATERIAL TERMS OF LEASE AGREEMENT

## EXHIBIT A – MATERIAL TERMS OF LEASE AGREEMENT

The following summarizes the key terms and conditions which the parties agree will be incorporated into the proposed lease agreement between the County of Placer and B.B., LLC:

1. Parties: County of Placer, a political subdivision of the State of California (COUNTY) and B.B., LLC, a California Limited Liability Company (LANDLORD).
2. Building Location: 8645 North Lake Boulevard, Kings Beach, CA.
3. Premises: The Premises shall total approximately 663 rentable square feet, located in Suite C of the subject building.
4. Term: The initial term shall be a period of three (3) years. Provided COUNTY shall have fully and faithfully performed all of the provisions contained in this Lease Agreement during the initial term, the LANDLORD agrees that the COUNTY shall be given the option to extend the initial term for three (3) successive terms of one (1) year each. The COUNTY shall be required to provide LANDLORD written notice of COUNTY's exercise of its right to extend at least sixty (60) days before the expiration of the then current term.
5. Rent: COUNTY shall pay to LANDLORD, throughout the first year of the Term of this Lease Agreement, monthly rent based on an approximate rental rate of One and 60/100 Dollars (\$1.60) per square foot. The initial Monthly Rent shall be One Thousand Sixty and 80/100 Dollars (\$1,060.80), and is subject to annual increases based on the State of California, Department of Industrial Relations Consumer Price Index (CPI) – California, for "ALL URBAN CONSUMERS".
6. Maintenance/Utilities: LANDLORD shall pay for heating and agrees that such charges are included in the base rent. COUNTY shall pay for its own electrical and phone service. LANDLORD shall maintain and repair the Building and the Premises including snow removal.
7. Use: The Premises shall be used by the Health and Human Services Women and Infant Care program and/or other COUNTY professional services.
8. Availability of Funding: COUNTY's ability to continue to administer its programs at the Premises is subject to the continued appropriation of local, State and Federal funding. In the event funding becomes unavailable, COUNTY reserves the right to terminate this Lease Agreement upon One Hundred and Eighty (180) days' written notice.

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