



RESOLUTION No. 20-198

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A THIRD AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE COUNTY OF NEVADA AND TURNING POINT COMMUNITY PROGRAMS TO EXERCISE THE THIRD OPTION TO RENEW THE LEASE FOR A TERM OF THREE YEARS AND AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AMENDMENT

WHEREAS, the County of Nevada entered into a Commercial Lease Agreement with Turning Point Community Programs for office space located at 500 Crown Point Circle, Suite 100, Grass Valley, CA authorized by Resolution 11-413; and

WHEREAS, Paragraph 1B of the Lease provides that Turning Point Community Programs has the option to renew the Lease for three extended terms of three years each; and

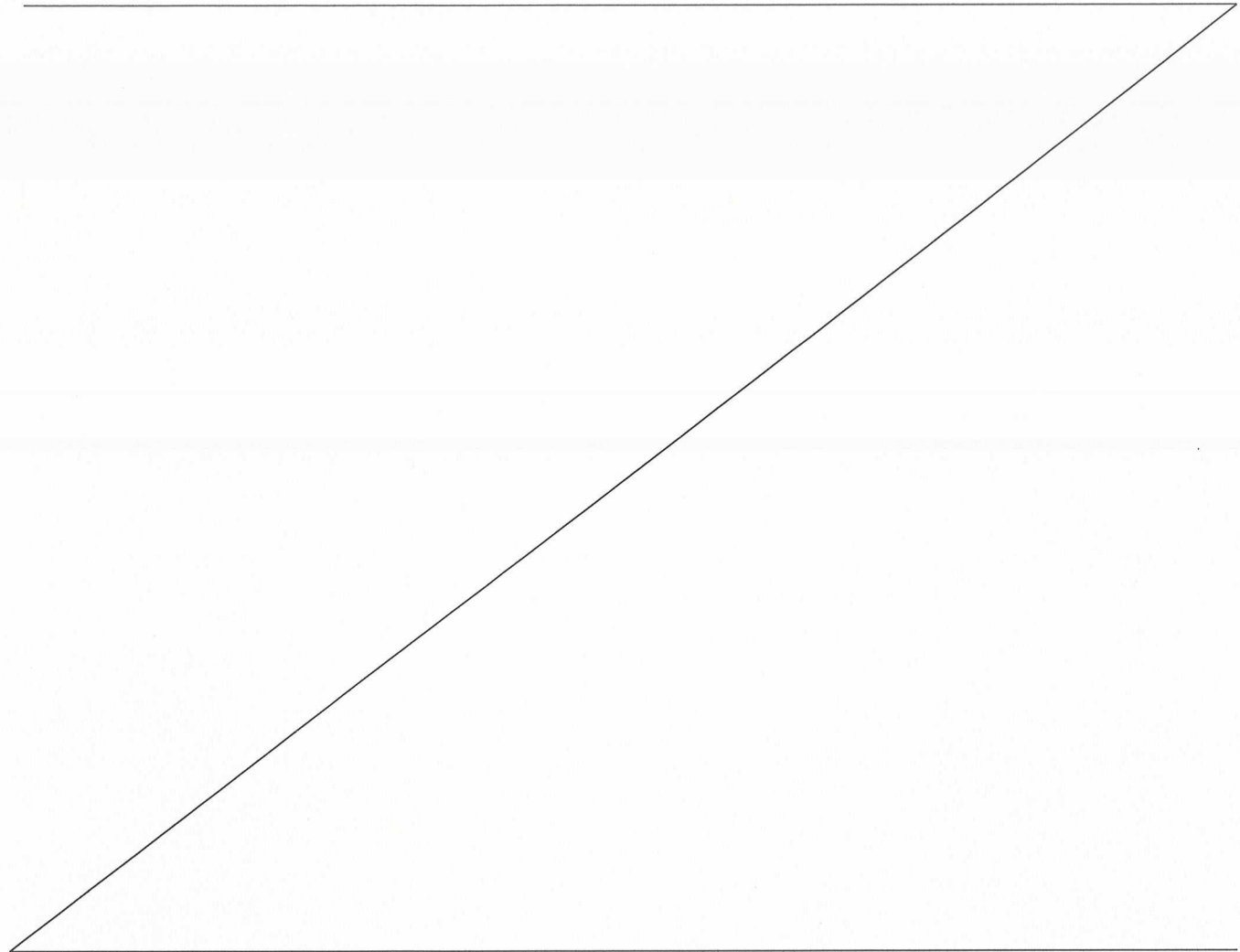
WHEREAS, Resolutions 14-213 and 17-266 authorized the first and second options to renew and the parties desire to exercise the third and final option to extend the lease for an additional term of three years commencing on July 1, 2020 and ending on June 30, 2023; and

WHEREAS, the base rental rate for the third extended term will be adjusted to \$6,462.52 per month according to the current Consumer's Price Index; and

WHEREAS, all other terms and conditions of the prior agreement remain in full force and effect except as amended.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Board of Supervisors hereby approves in the form attached hereto, a Third Amendment to the Commercial Lease Agreement between the County of Nevada and Turning Point Community Programs, dated August 16, 2011 and subsequently amended on July 1, 2014 and July 1, 2017, for office space located at 500 Crown Point Circle, Suite 100, Grass Valley, CA 95945, for a term of three years commencing July 1, 2020 through June 30, 2023; that rent shall be \$6,462.52 per month and increased annually according to Paragraph 2.B. of the Lease, and that the Chair of the Board of Supervisors is hereby authorized to execute the Third Amendment on behalf of the County of Nevada.

Revenue Account: 0101-10702-415-1000/430200



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of June, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Heidi Hall, Chair

6/9/2020 cc: Facilities*
AC* (Hold)

7/7/2020 cc: Facilities*
AC* (Release)
TPCP

**THIRD AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE COUNTY OF NEVADA AND TURNING POINT COMMUNITY PROGRAMS
TO EXERCISE THE THIRD OPTION TO RENEW**

THIS AMENDMENT is executed by and between the COUNTY OF NEVADA ("Landlord") and Turning Point Community Programs ("Tenant") and is effective as of July 01, 2020. This Amendment exercises the third option to renew the Lease entitled Lease Agreement between the County of Nevada and Turning Point Community Programs as executed on August 16, 2011 ("Lease") and subsequently amended on July 1, 2014 and July 1, 2017 for extended terms of three years each.

WHEREAS, Landlord and Tenant entered into the Lease on August 16, 2011 and have exercised the first two options to renew on July 1, 2014 and July 1, 2017; and

WHEREAS, Paragraph 1.B. of the Lease provides that Tenant may have the option to renew the Lease for three (3) extended terms of three (3) years each; and

WHEREAS, the second extension to the term of the Lease Agreement expires on June 30, 2020; and

WHEREAS, the parties desire to exercise the third and final option to renew set forth in paragraph 1.B. to extend the lease for a third additional term of three (3) years, and establish the base rent for the extended term beginning on July 1, 2020.

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. That the Term of the Lease, as set forth in Paragraph 1.B., shall be extended for three additional years, commencing on July 1, 2020 and ending on June 30, 2023.
2. That the Rent, as set forth in Paragraph 2.A., shall be \$6,462.52 per month.
3. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

Landlord:

By: Heidi Hall
Heidi Hall
Chair, Board of Supervisors
Dated: 6/16/2020

APPROVED AS TO FORM:

K. Elliott
County Counsel

Tenant:

By: [Signature]
Turning Point Community Programs
Dated: 06.11.2020

ATTEST:

[Signature]
Julie Patterson Hunter
Clerk of the Board