



RESOLUTION No. 17-266

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING A SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE COUNTY OF NEVADA AND TURNING POINT COMMUNITY PROGRAMS TO EXERCISE THE SECOND 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, Resolution 14-213 authorized the first option to renew for the term July 1, 2014 through June 30, 2017 and the parties desire to exercise the second option to extend the lease for an additional term of three years; and

WHEREAS, the base rental rate for the second extended term will be adjusted to \$5,725.61 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 Second 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, for office space located at 500 Crown Point Circle, Suite 100, Grass Valley, CA 95945, for a term of three years commencing July 1, 2017 through June 30, 2020; that rent shall be \$5,725.61 per month and increased annually in according with Paragraph 2.B. of the Lease, and that the Chair of the Board of Supervisors is hereby authorized to execute the Second 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 13th day of June, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, 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: 


Hank Weston, Chair

6/13/2017 cc: Facilities*
AC*
TPCP

6/15/2017 cc: Facilities
AC (Release)*
TPCP

**SECOND AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE COUNTY OF NEVADA AND TURNING POINT COMMUNITY PROGRAMS
TO EXERCISE THE SECOND 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, 2017. This Amendment exercises the second 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 for an extended term of three years.

WHEREAS, Landlord and Tenant entered into the Lease on August 16, 2011 and exercised the first option to renew on July 1, 2014; 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 first extension to the term of the Lease Agreement expires on June 30, 2017; and,

WHEREAS, the parties desire to exercise the second option set forth in paragraph 1.B. to extend the lease for a second additional term of three (3) years, and establish the base rent for the extended term beginning on July 1, 2017.

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, 2017 and ending on June 30, 2020.
2. That the Rent, as set forth in Paragraph 2.A., shall be \$5,725.61 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: Hank Weston
Hank Weston
Chair, Board of Supervisors

Dated: 6/13/2017

APPROVED AS TO FORM:

Aleson Barragan
County Counsel

Tenant:

By: [Signature]
Turning Point Community Programs

Dated: 05.24.17

ATTEST:

[Signature]
Julie Patterson Hunter
Clerk of the Board