

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

To: **BOARD OF SUPERVISORS**

Date: **FEBRUARY 26, 2008**

From: **JD JAMES DURFEE / ALBERT RICHIE** MB

Subject: **LEASE AMENDMENT NO. 2 – ROSEVILLE PROBATION DEPARTMENT**

ACTION REQUESTED / RECOMMENDATION: Approve Lease Amendment No. 2 between the County of Placer and the City of Roseville for County Probation Department office space within the City of Roseville Police Station located at 1051 Junction Blvd, Roseville CA, and authorize the Chairman to approve this Lease Amendment on behalf of your Board.

BACKGROUND: In April of 1998, the County entered into a Lease Agreement with the City of Roseville, which permits the Probation Department to use space within the City's Police Station. This agreement provides for both exclusive office space and Probation's use of the shooting range, conference and exercise facilities. In May of 2003, the County and City agreed to Lease Amendment No. 1, which extended the Lease term for one additional year, and two one-year options. The County subsequently exercised both options to extend the term through July 1, 2007, and this lease is currently in month-to-month holdover. Prior to lease termination, the Probation Department requested that Facility Services work to secure continuation of this occupancy.

In response to this request, County Counsel determined that an amendment to the Lease could be used to extend the occupancy and Property Management staff soon thereafter initiated negotiations with the City of Roseville. Lease Amendment No. 2, which was finally executed by the City Council in December, extends the Probation Department's occupancy for a one-year initial term, and provides for two additional one-year options that may be exercised at the County's discretion. The initial term of this Lease Amendment began retroactively on July 1, 2007. The new rental rate incorporates a Consumer Price Index (CPI) adjustment of \$41.91 per month over the previous rate. This rent will continue to be adjusted annually by the CPI over the term of the Amendment. In order to continue the occupancy of this space, your Board must authorize the Chairman to execute this Lease Amendment No. 2.

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: The rent for this facility in the amount of \$1,900.76 per month (\$22,809.12 annually), includes all utilities, janitorial, and common area maintenance expenses. Funding for this cost is available in the Probation Department's 2007/2008 Budget.

JD:MD:MR:mm

ATTACHMENT: LEASE AMENDMENT NO. 2
AVAILABLE FOR REVIEW AT THE CLERK OF THE BOARD'S OFFICE: LEASE AGREEMENT AND LEASE AMENDMENT NO. 1

cc: COUNTY EXECUTIVE OFFICE
PROBATION DEPARTMENT TF\FAC\BSMEMO2008\ROSEVILLE PROBATION LSE AMENDMENT.DOC

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SECOND AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN
THE CITY OF ROSEVILLE AND PLACER COUNTY

(Placer County Probation Department Office Within the Roseville Police Facility)

This Second Amendment to the Lease Agreement dated April 21, 1998 is made and entered into this 5th day of December, 2007, by and between the City of Roseville, a municipal corporation ("City") and Placer County, a political subdivision of the State, ("County") (hereinafter sometimes referred to individually as "Party" or collectively as "Parties"); and

WITNESSETH:

WHEREAS, the Parties entered into a lease agreement, dated April 21, 1998 ("Lease Agreement") relating to premises located within the Roseville Police Facility at 1051 Junction Boulevard, Roseville, California ("Premises"); and

WHEREAS, the Parties entered into a First Amendment to the Lease Agreement dated May 14, 2003 ("First Amendment to Lease") to extend the term of the Lease Agreement for the Premises; and

WHEREAS, the Parties now desire to again extend the term of the Lease Agreement and adjust the rent paid for the Premises ("Second Amendment to Lease"); and

WHEREAS, the Lease Agreement and First Amendment to Lease are hereby amended as set forth below; and

NOW, THEREFORE, the parties agree as follows:

A. The term of the Lease Agreement is extended for a term effective July 1, 2007 and terminating on June 30, 2009 ("Extended Lease Term").

B. The term of the Lease Agreement is also amended to provide for two (2) one (1) year extensions of the Extended Lease Term, to be exercised at the option of County, provided that County is then in good standing under the Lease Agreement and not in any material default thereof. County may exercise the first option by providing written notice to City no later than January 1, 2009, and may exercise the second option by providing written notice to City not later than January 1, 2010.

C. Rent during the period covered by this Second Amendment to Lease shall be \$1,900.76 per month, commencing on July 1, 2007 and adjusted annually per the terms set forth in paragraph 3 of the Lease Agreement.

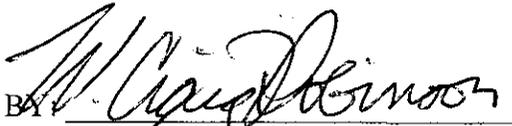
D. In addition to the terms set forth in Paragraph 10 of the Lease Agreement either party may elect to terminate the obligations set forth in this Second Amendment to Lease and the Lease Agreement by serving the other party with thirty (30) day written notice not later than the last day of the proceeding month.

E. All other provisions of the Lease Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Second Amendment to the Lease Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. 07-620, adopted by the Council of the City of Roseville on the 5th day of December, 2007, and Lessee has caused this Second Amendment to the Lease Agreement to be executed.

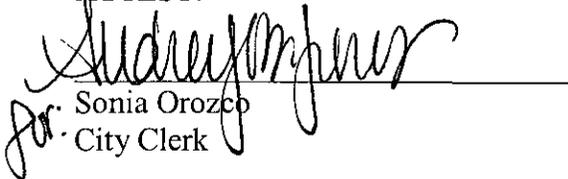
CITY OF ROSEVILLE, a
municipal corporation:

COUNTY OF PLACER, a political
subdivision of the State of California:

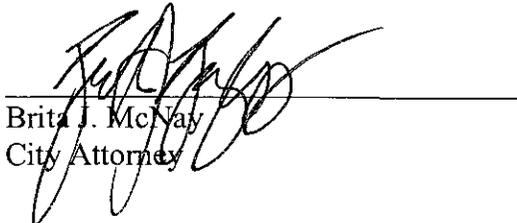
BY: 
W. Craig Robinson
City Manager

BY: _____
Chairman, of the Board of Supervisors

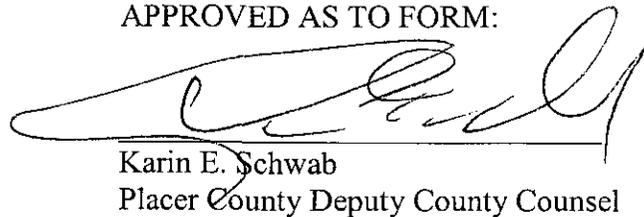
ATTEST:


for: Sonia Orozco
City Clerk

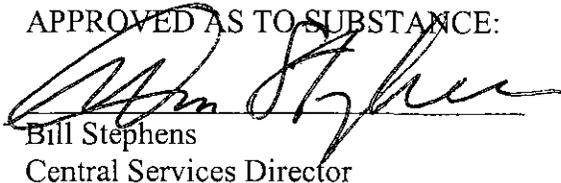
APPROVED AS TO FORM:


Brita J. McNay
City Attorney

APPROVED AS TO FORM:


Karin E. Schwab
Placer County Deputy County Counsel

APPROVED AS TO SUBSTANCE:


Bill Stephens
Central Services Director

RESOLUTION NO. 07-620

APPROVING A SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND PLACER COUNTY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a second amendment to lease agreement regarding lease of space located within the Roseville Police Facility at 1051 Junction Boulevard, between the City of Roseville and Placer County, has been reviewed by the Council;

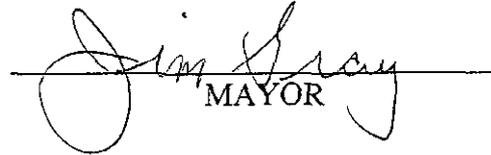
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 5th day of December, 2007, by the following vote on roll call:

AYES COUNCILMEMBERS: Allard, Roccucci, Garcia, Garbolino, Gray

NOES COUNCILMEMBERS: None

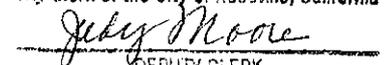
ABSENT COUNCILMEMBERS: None


MAYOR

ATTEST:


City Clerk

The foregoing instrument is a correct copy of the original on file in this office.

ATTEST:
City Clerk of the City of Roseville, California

DEPUTY CLERK