

JAN 28 2010



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

3-1

For the meeting of January 26, 2010

Date: January 5, 2010

To: Board of Supervisors

From: Phillip Crandall, Director *Spencer*
Health and Human Services – Public Health Branch

Subject: Approval of the First Amendment to a License Agreement between Grace Good Shepherd and County of Humboldt

RECOMMENDATION(S):

That the Board of Supervisors;

1. Approve and execute the First Amendment to License Agreement with Grace Good Shepherd Church; and
2. Direct the Clerk of the Board to return one original executed First Amendment to License Agreement to Real Property and one copy of the executed First Amendment to License Agreement to Public Health Branch, Maternal Child Adolescent Health Division

SOURCE OF FUNDING:

Public Health Funds

DISCUSSION:

On April 7, 2009 your Board approved a License Agreement between Grace Good Shepherd Church and County of Humboldt for the Women, Infants and Children (WIC) Program. The First Amendment to License Agreement (Amendment) before your Board today expands the days of use that the WIC program will be utilizing the space at Grace Good Shepherd Church from every Thursday and the last Wednesday of

Prepared by Elaine Placido 268-2172

CAO Approval *Phillip Crandall*

REVIEW:

Auditor *MSJ*

County Counsel

Personnel

Risk Manager

Other

TYPE OF ITEM

☒ Consent

☐ Departmental

☐ Public Hearing

☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. D-13

Meeting of: April 7, 2009

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor

LOVELACE

Seconded by Supervisor

NEELY

And unanimously carried by those members present,

The Board hereby adopts the recommended action contained in this report.

Dated: *January 26, 2010*

Kathy Hayes, Clerk of the Board

By: *Phillip Crandall*

each month, to every Thursday and Friday. The monthly rent paid for use of the premises will also increase from \$50 per month to \$200 per month, upon execution of Amendment.

FINANCIAL IMPACT:

The Amendment will increase the monthly rent cost for use of the space at Grace Good Shepherd Church from \$50 per month to \$200 per month. There is no impact to the County General Fund.

OTHER AGENCY INVOLVEMENT:

Grace Good Shepherd Church

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board Discretion

ATTACHMENTS:

Copy of lease executed April 7, 2009

Two (2) First Amendment To License Agreements

FIRST AMENDMENT TO LICENSE AGREEMENT

This Amendment to the License Agreement entered into on April 7, 2009, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called COUNTY, and GRACE GOOD SHEPHERD CHURCH and PRESBYTERY OF THE REDWOODS, a nonprofit corporation, hereinafter collectively called LICENSOR, is entered into this 26th day of January, 2010

WHEREAS, the parties entered into a License Agreement for the use of the premises at 1450 Hiller Road, McKinleyville, CA, for office space for Health and Human Services Department Programs; and

WHEREAS, COUNTY and LICENSOR desire to change the terms of the License Agreement and to amend the License Agreement as specified.

NOW, THEREFORE, it is mutually agreed as follows:

1. Paragraph 4, RENT, of the License Agreement is amended to read as follows:

COUNTY shall pay to LICENSOR as rent for the use of the premises a monthly rental as follows:

Two Hundred Dollars (\$200.00)

Rent shall be paid in advance on the first day of each month, except in the event that COUNTY'S occupancy shall commence on a day other than the first day of the month, the rent for the first month shall be prorated at one-thirtieth (1/30) of the rental rate for each calendar day the premises are ready for occupancy during such month.

On February 1, of each year of the License Agreement, rent shall be increased by Five Percent (5%). COUNTY shall be responsible for computing the monthly increase and paying the monthly increase without notice or demand from LICENSOR.

2. Paragraph 5, USE OF PREMISES, of the License Agreement is amended to read as follows:

The premises shall be used by COUNTY for various Health and Human Services Department programs. COUNTY shall have use of the premises every Thursday and Friday.

3. In all other respects the License Agreement between the parties entered into on April 7, 2009 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to

the License Agreement dated April 7, 2009, on the date indicated above.

(SEAL)

ATTEST:

CLERK OF THE BOARD

COUNTY OF HUMBOLDT

By Nikki Turner

By CJ Carlson
Chair, Board of Supervisors
County of Humboldt
State of California

LICENSOR:

By The Rev. Janu Reed

Title Moderator of Session

By Phyllis M. Carlton

Title CLERK of SESSION