

Item # 8-6 B

**City of Carson City
Agenda Report**

Date Submitted: Sept 4, 2009

Agenda Date Requested: Sept 17, 2009
Time Requested: Consent

To: Mayor and Supervisors
From: Public Works

Subject Title: Action to approve the MUTUAL TERMINATION OF LEASE AGREEMENT between CARSON CITY and RURAL COUNTIES RSVP PROGRAM, INC for existing lease of a facility located at 3303 Butti Way.

Staff Summary: This termination agreement is being done as a result of RSVP moving to the Northgate Office Complex and to accompany the new Lease Agreement for the Northgate facility.

Type of Action Requested: (check one)

☐ Resolution ☐ Ordinance
☒ Formal Action/Motion ☐ Other (Specify)

Does This Action Require A Business Impact Statement: ☐ Yes ☒ No

Recommended Board Action: I move to approve the MUTUAL TERMINATION OF LEASE AGREEMENT between CARSON CITY and RURAL COUNTIES RSVP PROGRAM, INC for existing lease of a facility located at 3303 Butti Way.

Explanation for Recommended Board Action: This termination agreement releases RSVP from the Butti Way lease in favor of the new lease at Northgate Lane.

Applicable Statute, Code, Policy, Rule or Regulation: NA

Fiscal Impact: None

Explanation of Impact: No change in cost to the City.

Funding Source: NA

Alternatives: NA

Supporting Material: MUTUAL TERMINATION OF LEASE AGREEMENT

Prepared By: Andrew Burnham, Public Works Director

Reviewed By:

(Public Works)

(City Manager)

(District Attorney)

(Finance Director)

Date:

Date:

Date:

Date:

Board Action Taken:

Motion:

1)

2)

Aye/Nay

(Vote Recorded By)

MUTUAL TERMINATION OF
LEASE AGREEMENT

THIS MUTUAL TERMINATION OF LEASE AGREEMENT is made and entered into on this ___ day of _____, 2009, by and between CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada (hereinafter referred to as "Carson City") and RURAL COUNTIES RSVP PROGRAM, INC., a non-profit Nevada corporation (hereinafter referred to as "RSVP").

WHEREAS, on April 5, 2007, Carson City and RSVP entered into a Lease Agreement to provide for the leasing of a facility located at 3303 Butti Way (hereinafter referred to as "Facility") from Carson City to RSVP for a term of five (5) years terminating at midnight on April 4, 2012 (hereinafter referred to as "Lease Agreement"); and

WHEREAS, subparagraph a. of paragraph 1 of the Lease Agreement provides that the lease may be terminated sooner than midnight on April 4, 2012 by mutual agreement of Carson City and RSVP; and

WHEREAS, Carson City and RSVP mutually wish to terminate the Lease Agreement sooner than midnight on April 4, 2012;

NOW THEREFORE, in consideration of the mutual promises of both parties and other good and valuable consideration as hereafter set forth, Carson City and RSVP hereby agree as follows:

1. Carson City agrees to terminate the Lease Agreement as of _____, 2009 and to release RSVP from any and all duties and responsibilities owed to Carson City pursuant to the Lease Agreement after said date except for any duties and responsibilities under the Lease Agreement related to the winding up of the tenancy including, but not limited to, any and all payments for utility service as set forth in paragraph 23 of the Lease Agreement through the date on which RSVP vacates the Facility;

2. RSVP agrees to terminate the Lease Agreement as of _____, 2009 and to release Carson City from any and all duties and responsibilities owed to RSVP pursuant to the Lease Agreement after said date;

3. RSVP further agrees to vacate the Facility as of _____, 2009 and to leave the Facility in a good and clean condition and state of repair substantially similar to or better than the condition and state of repair of the Facility on the date that RSVP began occupying the Facility pursuant to the Lease Agreement.

IN WITNESS WHEREOF, Carson City and RSVP, by and through their authorized representatives, hereto have inscribed their names, and if corporations have authorized their officer through appropriate action to execute this MUTUAL TERMINATION OF LEASE AGREEMENT, the date and year herein above written.

CARSON CITY:

By: _____
Robert A. Crowell, Mayor

Attest: _____
Clerk-Recorder

Approved as to legality and form:

Neil A. Rombardo, District Attorney
By: Deputy District Attorney

RURAL COUNTIES RSVP PROGRAM, INC.:

By: *James R. Ayres*
Executive Director