

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF NAMPA, IDAHO, AN IDAHO MUNICIPAL CORPORATION, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE CERTAIN FIRST AMENDMENT TO THE LEASE AGREEMENT WITH ST. ALPHONSUS REGINAL MEDICAL CENTER.

WHEREAS, the City and St Al's entered into a lease agreement dated March 26, 2012 ("Lease") in which St. Al's leased space in the Nampa Recreational Center from the City;

WHEREAS, the Lease provided for two options to extend the term of the Lease through June 30, 2023 which St. Al's has exercised.

WHEREAS, Section 21 J. of the Lease allows for amendment of the Lease by written agreement and the Parties desire to amend the Lease to provide for further extension of the Term of the Lease for up to three years with an annual increase in the rent paid by St. Al's for the extended term.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Nampa, Idaho, hereby authorizes the Mayor to execute the First Amendment to Lease Agreement with St. Alphonsus in the form attached hereto as Exhibit A.

PASSED BY THE COUNCIL of the City of Nampa this _____ day of July, 2023.

APPROVED BY THE MAYOR of the City of Nampa this _____ day of July, 2023.

Mayor

ATTEST:

City Clerk

EXHIBIT A

FIRST AMENDMENT TO LEASE AGREEMENT

COMES NOW the City of Nampa, an Idaho Municipal Corporation, on behalf of the Nampa Recreation Center, whose address is 131 Constitution Way, Nampa, Idaho 83686 (“Landlord”) and Saint Alphonsus Regional Medical Center, Inc. an Idaho non-profit corporation, whose address is 1055 North Curtis Road, Boise, Idaho 83706 (“Tenant”) and hereby enters into this First Amendment to their Lease Agreement dated March 26, 2012 as set forth herein. Landlord and Tenant may be referred to herein individually as “Party” or collectively as “Parties.”

WHEREAS, the Parties entered into a lease agreement dated March 26, 2012 (“Lease”) in which Tenant leased space in the Nampa Recreational Center from Landlord.

WHEREAS, the Lease provided for two options to extend the term of the Lease through June 30, 2023 which Tenant has exercised.

WHEREAS, Section 21 J. of the Lease allows for amendment of the Lease by written agreement and the Parties desire to amend the Lease to provide for a further extension of the Term as provided herein with all other terms of the Lease remaining in effect.

NOW THEREFORE, for the good and valuable consideration, the sufficiency of which is hereby acknowledge, the Parties Agree as follows:

1. Section 2. B. of the Lease is amended to add the following language at the end of Subsection 2. B. Renewal Terms:

Following the conclusion of the two renewal terms the Term of this Lease shall be extended to June 30, 2024. Thereafter the Lease will automatically renew for consecutive one year terms through June 30, 2026 unless either Party notifies the other Party in writing of their desire not to renew the Lease at least ninety (90) days prior to the expiration of the annual Term ending June 30 of the applicable year.

2. Section 3. Rent is amended to provide for an increase for each additional annual Term covering the additional years pertaining to the extensions and potential extensions of the Term as noted in the amended Subsection 2. B. above. The table regarding Rent is amended to add the following to the end of the table:

Lease Year	Rental Rate Per Square Foot	Annual Rental Rate	Monthly Installments
12	\$31.65	\$48,344.82	\$4,028.74
13	\$32.60	\$49,780.20	\$4,148.35
14	\$33.58	\$51,276.66	\$4,273.06

3. Section 18 Tenant’s Insurance is hereby amended so that the minimum policy limits for general commercial liability and professional liability (if applicable) are changed from One

Million Dollars (\$1,000,000) per occurrence to Two Million Dollars (\$2,000,000) per occurrence. All other terms and conditions in this section remain the same.

4. All other terms, conditions and provisions of the Lease shall remain the same.

IN WITNESS WHEREOF, the Parties enter into this First Amendment to the Lease Agreement effective June 30, 2023 ("Effective Date").

TENANT:

SAIT ALPHONSUS REGIONAL MEDICAL CENTER, INC.

An Idaho Non-profit Corporation

By: _____

Name:

Title:

Date of Execution: _____

LANDLORD:

THE CITY OF NAMPA

An Idaho Municipal Corporation,

On behalf of the Nampa Recreation Center

By: _____

Debbie Kling, Mayor

Date of Execution: _____

ATTEST: _____

City Clerk