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**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
January 19, 2012

SUBJECT: Seventh Amendment to Lease – Department of Public Social Services

RECOMMENDED MOTION: That the Board of Supervisors approve the attached Seventh Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the County.

BACKGROUND: (Commences on Page 2)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY Samuel Wong 1/19/12
SAMUEL WONG

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 4,013	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 148	Budget Adjustment:	No
	Annual Net County Cost:	\$ 13,812	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Federal 52.46%, State 43.85%, County 3.69%

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: Jennifer L. Sargent
County Executive Office Signature Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 12-23-11
DATE
BY: Susan Loew
Susan Loew, Director
Department of Public Social Services
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: 3.39 of 5/26/92; 3.21 of 11/10/92;
3.10 of 3/22/94; 3.21 of 8/26/03; 3.16 of 5/25/04; 3.15
of 2/6/07; 3.19 of 10/30/07; 3.34 of 5/4/10

District: 5

Agenda Number: 3.9

BACKGROUND:

The County of Riverside entered into a Lease Agreement on May 26, 1992, on behalf of the Department of Public Social Services (DPSS) for the facility located at 2055 N. Perris Blvd. Suites B1 & C5, Perris, California. At the request of DPSS, the Real Estate Division of the Economic Development Agency (EDA) has negotiated an eighteen month extension effective January 1, 2012. DPSS is considering relocating staff in the Perris area and this short term extension will provide the necessary time to complete an evaluation of the proposed relocation.

Lessor:	Juhn Rialto Investment, LLC 9030 E. Blair Street Rosemead, California 92770	
Premises Location:	2055 N. Perris Blvd., Suites B1 & C5 Perris, California	
Term:	Eighteen (18) months	
Size:	16,250 square feet	
Rent:	Current	New
	\$1.68 per sq. ft.	\$1.72 per sq. ft.
	\$27,348.75 per month	\$27,895.73 per month
	\$328,185.00 per year	\$334,748.76 per year
Rental Adjustment:	Two percent (2%)	
Utilities:	County pays electric and telephone, Lessor pays all others	
Maintenance:	Provided by Lessor	
Custodial:	Provided by Lessor	
Termination:	Sixty day written notice	
Improvements:	N/A	
RCIT:	N/A	

The attached Seventh Amendment to Lease has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

All associated costs for this Seventh Amendment to Lease will be fully funded through the DPSS budget. The DPSS has budgeted these costs in FY2011/12. While EDA will front the costs for the Seventh Amendment with the property owners, the DPSS will reimburse EDA for all associated costs.

Attachments: Exhibit A, Exhibit B, Seventh Amendment to Lease

Exhibit A

DPSS Lease Cost Analysis FY2011/12 2055 N. Perris Blvd., Suites B1 - C-5, Perris, California

Total Square Footage to be Leased:

BUDGETED AMOUNTS

Current office: 16,250 SQFT
Total Budgeted Lease Cost for FY 2011/12 \$ 327,600.00

ACTUAL AMOUNTS

Current Office: 16,250 SQFT

Approximate Cost per SQFT (July -Dec) \$ 1.68
Approximate Cost per SQFT (Jan - Jun) \$ 1.72

Lease Cost per Month (July -Dec) \$ 27,348.75
Lease Cost per Month (Jan - June) \$ 27,895.73

Total Lease Cost (July -Dec) \$ 164,092.50
Total Lease Cost (Jan - June) \$ 167,374.38
Total Actual Lease Cost for FY 2011/12 \$ 331,466.88
Total Lease Cost Variance for FY 2011/12 \$ 3,866.88

Estimated Additional Costs:

BUDGETED AMOUNTS

Utility Cost per Square Foot \$ 0.12
Estimated Utility Costs per Month \$ 1,950.00
Total Budgeted Additional Cost for FY 2011/12 \$ 23,400.00

EDA Lease Management Fee (Based @ 3.79%) \$ 12,416.04
Total Estimated Additional Cost Included in Budget for FY 2011/12 \$ 35,816.04

ACTUAL AMOUNTS

Utility Cost per Square Foot \$ 0.12
Costs per Month (July -Jun) \$ 1,950.00
Total Estimated Actual Utility Cost for FY 2011/12 \$ 23,400.00

EDA Lease Management Fee (Based @ 3.79%) \$ 12,562.59
Total Estimated Additional Actual Cost for FY 2011/12 \$ 35,962.59

Total Estimated Additional Cost Variance for FY 2011/12 \$ 146.55

TOTAL ESTIMATED COST FOR FY 2011/12 \$ 4,013.43

TOTAL COUNTY COST 3.69% \$ 148.10

Exhibit B

DPSS Lease Cost Analysis FY2012/13 2055 N. Perris Blvd., Suites B1 & C5, Perris, California

Current Square Feet Occupied:

Office:	16,250	SQFT		
Cost per Square Foot: (July 1, 2012 - Dec 31, 2012) \$	1.72			
Cost per Square Foot: (Jan 1, 2013 - Jun 30, 2013) \$	1.75			
Lease Cost per Month (July 1, 2012 - Dec 31, 2012)		\$	27,895.73	
Lease Cost per Month (Jan 1, 2013 - Jun 31, 2013)		\$	28,453.64	
Lease Cost (July - Dec)			\$	167,374.38
Lease Cost (Jan - June)			\$	170,721.84
Total Estimated Lease Cost for FY 2012/13			\$	338,096.22

Estimated Utility Costs:

Utility Cost per Square Foot	\$	0.12		
Estimated Utility Costs per Month (July 1, 2012 - June 30, 2013)		\$	1,950.00	
Total Estimated Additional Cost for FY 2012/13		\$	23,400.00	
EDA Lease Management Fee (Based @ 3.79%)		\$	12,813.84	
TOTAL ESTIMATED COST FOR FY 2012/13		\$	374,310.06	
TOTAL COUNTY COST 3.69%		\$	13,812.04	

1 **SEVENTH AMENDMENT TO LEASE**

2 **2055 N. Perris Blvd, Suites B1-C5**

3 **Perris, California**

4
5 This **SEVENTH AMENDMENT TO LEASE** (Seventh Amendment) is made as of
6 _____, 2012 by and between the **COUNTY OF RIVERSIDE**, a political
7 subdivision of the State of California, County, and **JUHNS RIALTO INVESTMENTS, LLC**,
8 Lessor as successor in interest to **Missouri Plaza, LLC, a Missouri Limited Liability**
9 **Company.**

10 **1. Recitals.**

11 a. County and Winston Perris, a California Limited Partnership., entered
12 into that certain lease dated May 26, 1992, (the Original Lease) pursuant to which County
13 leased a portion of that certain building located at 2055 N. Perris Blvd., Suites B1-C5, Perris,
14 California (the Building), as more particularly shown on Exhibit A, attached hereto and made a
15 part hereof.

16 b. The Original Lease has been amended by:

17 i. That certain First Amendment to Lease dated November 10,
18 1992, by and between Winston Perris, a California Limited Partnership and County (the First
19 Amendment).

20 ii. That certain Second Amendment to Lease dated March 22, 1994,
21 by and between Winston Perris, a California Limited Partnership, and County (the Second
22 Amendment).

23 iii. That certain Third Amendment to Lease dated August 26, 2003,
24 by and between 2055 N. Perris Blvd. Trust, as successor in interest to Winston Perris, a
25 California Limited Partnership and County (the Third Amendment).

26 iv. That certain Fourth Amendment to Lease dated May 25, 2004, by
27 and between Missouri Plaza, LLC, a Missouri Limited Liability Company, as successor in
28 interest to 2055 N. Perris Blvd. Trust, and County (the Fourth Amendment).

1 v. That certain Fifth Amendment to Lease dated February 6, 2007,
2 by and between Missouri Plaza, LLC, a Missouri Limited Liability Company and County (the
3 Fifth Amendment.)

4 vi. That certain Sixth Amendment to Lease dated May 4, 2010, by
5 and between Juhns Rialto Investments, LLC, as successor in interest to Missouri Plaza, LLC, a
6 Missouri Limited Liability Company and County (the Sixth Amendment.)

7 c. The Original Lease, as heretofore, currently, or hereafter amended, shall
8 hereafter be referred to as the "Lease".

9 **NOW THEREFORE**, for good and valuable consideration the receipt and adequacy of
10 which is hereby acknowledged, the parties agree as follows:

11 **2. Capitalized Terms:** Seventh Amendment to Prevail. Unless defined herein or
12 the context requires otherwise, all capitalized terms herein shall have the meaning defined in
13 the Lease, as heretofore amended. The provisions of this Seventh Amendment shall prevail
14 over any inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall
15 supplement the remaining provisions thereof. The Lease remains in full force and effect except
16 to the extent amended by this Seventh Amendment.

17 **3. Lease Term.** Section 3 of the Sixth Amendment to Lease shall be amended as
18 follows: The term of this Lease shall be extended eighteen months commencing on January
19 1, 2012, and terminating on June 30, 2013.

20 **4. Rent.** Section 4 of the Sixth Amendment to Lease shall be amended as
21 follows: Monthly rent shall be paid as follows through the extended term:

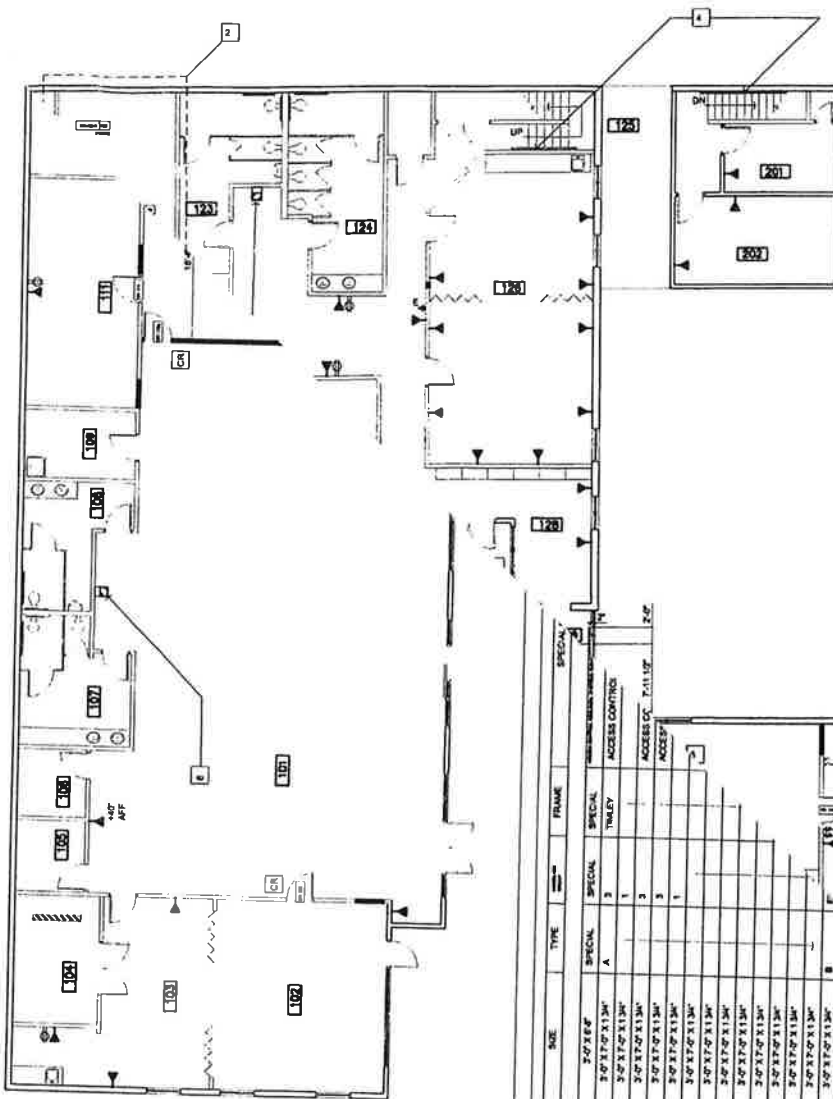
22 January 1, 2012 through December 31, 2012 \$27,895.73

23 January 1, 2013 through June 30, 2013 \$28,453.64

24 **5. Options to Terminate.** Section 5 of the Sixth Amendment to Lease shall be
25 deleted in its entirety and replaced with the following: County shall have the right to terminate
26 this lease by giving Lessor sixty days' notice thereof in writing. Rent shall be paid through the
27 termination date.

28

EXHIBIT "A"



DOOR #	SIZE	TYPE	FRAME	SPECIAL	FUNCTION
DR 101	3'-0" X 7'-0" X 13 1/2"	SPECIAL	SPECIAL	3	ACCESS CONTROL
DR 102	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 103	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 104	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 105	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 106	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 107	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 108	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 109	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 110	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 111	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 112	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 113	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 114	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 115	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 116	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 117	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 118	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 119	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 120	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 121	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 122	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 123	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 124	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 125	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 126	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 127	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 128	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 129	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL
DR 130	3'-0" X 7'-0" X 13 1/2"	A	1	3	ACCESS CONTROL

HARDWARE GROUPS:
 113 - 444 BUTTE ENTRY FUNCTION LOCK (S)
 STANDARD MANUFACTURE (S)
 213 - 444 BUTTE ENTRY FUNCTION LOCK (S)
 STANDARD MANUFACTURE (S)
 213 - 444 BUTTE ENTRY FUNCTION LOCK (S)
 STANDARD MANUFACTURE (S)
 213 - 444 BUTTE ENTRY FUNCTION LOCK (S)
 STANDARD MANUFACTURE (S)

NOTE: ALL DOORS
 HARDWARE TO

DOOS

FLOOR PLAN

IGNANT IMPROVEMENTS

DATE: _____

Designer: _____

Account Manager: _____

Date: August 10, 2023

Scale: 1/8" = 1'-0"

CAD Filename: DOOS - Plans - IT a1.1

Revisions:

Revision	Date



a 1.1

ON THE JOB SITE. ANY DISCREPANCY SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF G/M BUSINESS INTERIOR. IT SHALL NOT BE ALTERED OR MODIFIED EITHER AS A WHOLE OR IN PART, EXCEPT BY AUTHORIZED EMPLOYEES OF G/M BUSINESS INTERIOR. THIS DESIGN, DRAWING, SPECIFICATION & CALCULATION IS TO BE USED ON ANY OTHER WORK ON SITE.