

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

213



SUBMITTAL DATE:
March 15, 2012

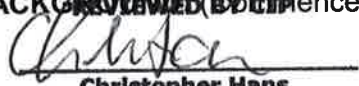
FROM: Economic Development Agency / Facilities Management

SUBJECT: Fifth Amendment to Lease – Probation Department, San Jacinto

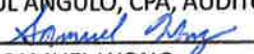
RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Fifth Amendment to Lease and authorize the Chairman of the Board to execute same on behalf of the county; and
2. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 Existing Facilities.

BACKGROUND: (Continues on Page 2)


Christopher Hans



FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY  3/13/12
SAMUEL WONG

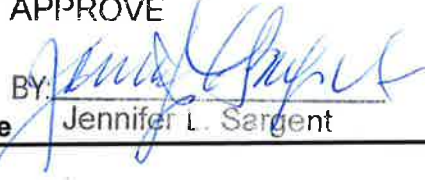
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 245,101	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: State 100%	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

FORM APPROVED COUNTY COUNSEL
BY:  GUNZEL
DATE: 3-13-12
Departmental Concurrence

By: 
Alan M. Grogan, Chief Probation Officer
Riverside County Probation Department

Consent
 Policy
 Consent
 Policy
 Dept't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3.15 of 2/21/95; 3.23 of 8/15/00; 3.47 of 8/23/05; 3.44 of 2/27/07; 3.35 of 8/31/10 | **District:** 3/3 | **Agenda Number:** 3.23

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

On February 21, 1995, the Board of Supervisors entered into a lease for 5,000 square feet of office space at 1330 South State Street, Suite "A," in San Jacinto, California. The facility is occupied by the Probation Department. This Fifth Amendment to Lease represents a request from the Probation Department, to expand their office space by 5,000 square feet, the current office space does not accommodate the program staff needed to serve the caseload in the region, nor do the office layouts meet current functional design.

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines 15301, Class 1- Existing Facilities. The proposed project, the Lease, is the letting of property involving existing facilities and no expansion of an existing use will occur.

This Fifth Amendment to Lease is summarized below:

Lessor:	Brotherton Family Trust, dba San Jacinto Business Park 1057 Ridge Heights Drive Fallbrook, California 92028	
Premises Location:	1330 South State Street, Suite "A" San Jacinto, California 92583	
Term:	June 1, 2012 through May 31, 2015	
Size:	<u>Current</u>	<u>New</u>
	5,000 square feet	10,000 square feet
Rent:	<u>Current</u>	<u>New</u>
	\$ 1.38 per square foot	\$ 1.28 per square foot
	\$ 6,885.00 per month	\$ 12,800.00 per month
	\$82,620.00 per year	\$153,600.00 per year
Rental Adjustments:	Two percent (2%) annual increase	
Utilities:	County pays electric, Lessor pays all others	
Improvements:	Total cost for improvements \$193,000.00, County shall pay upon completion	
RCIT Cost:	\$38,390.00	

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

FINANCIAL DATA: (Commences on Page 3)

FINANCIAL DATA:

The associated costs for this Fifth Amendment will be fully funded through the Probation Department budget. The Probation Department has budgeted these costs in FY 2011/12. While the Economic Development Agency (EDA) will front the costs for the Fifth Amendment to Lease with the property owners, the Probation Department will reimburse EDA for all associated costs. EDA has sufficient budget within its Tenant Improvement (TI) expense account to cover this TI; therefore, no budget adjustment is needed.

Attachments:
Fifth Amendment to Lease
Exhibit A

Exhibit A

Probation Department Lease Cost Analysis FY 2011/12 1330 South State Street, Suite A, San Jacinto, California

Total Square Footage to be Leased:

EXPECTED AMOUNTS

Current office:	5,000 SQFT	
Approximate Cost per SQFT (July - May)	1.38	
Total Expected Lease Cost for FY 2011/12		\$ 82,950.00

ACTUAL AMOUNTS

Current Office:	5,000 SQFT	
Proposed Office:	10,000 SQFT	
Approximate Cost per SQFT (July - May)	\$ 1.38	
Approximate Cost per SQFT (June)	\$ 1.28	
Lease Cost per Month (July -May)	\$ 6,885.00	
Lease Cost per Month (June)	<u>\$ 12,800.00</u>	
Total Lease Cost (July - May)	\$ 75,735.00	
Total Lease Cost (June)	<u>\$ 12,800.00</u>	
Total Actual Lease Cost for FY 2011/12		\$ 88,535.00
Total Lease Cost Savings for FY 2011/12		\$ 5,585.00

Estimated Additional Costs:

EXPECTED AMOUNTS

Utility Cost per Square Foot	\$ 0.12	
Estimated Utility Costs per Month	<u>\$ 600.00</u>	
Total Expected Additional Cost for FY 2011/12		\$ 7,200.00
RCIT	\$ -	
Tenant Improvements	\$ -	
EDA Lease Management Fee (Based @ 3.79%)	<u>\$ 3,143.81</u>	
Total Expected Additional Cost Included in Budget for FY 2011/12		\$ 10,343.81

ACTUAL AMOUNTS

Utility Cost per Square Foot	\$ 0.12	
Costs per Month (July - May)	\$ 600.00	
Costs per Month (June)	\$ 1,200.00	
Total Estimated Actual Utility Cost for FY 2011/12	\$ 7,800.00	
RCIT	\$ 38,390.00	
Tenant Improvements	\$ 193,000.00	
EDA Lease Management Fee (Based @ 3.79%)	<u>\$ 10,670.18</u>	
Total Estimated Additional Actual Cost for FY 2011/12		\$ 249,860.18
Total Estimated Additional Cost Variance for FY 2011/12		\$ 239,516.38
TOTAL ESTIMATED COST FOR FY 2011/12		<u>\$ 245,101.38</u>

1 **FIFTH AMENDMENT TO LEASE**

2 1330 South State Street, Suite A, San Jacinto, California

3
4 This **FIFTH AMENDMENT TO LEASE** (Fifth Amendment), dated as of
5 _____, is entered by and between the **COUNTY OF RIVERSIDE**, a political
6 subdivision of the State of California, (Lessee), and **BROTHERTON FAMILY TRUST dba SAN**
7 **JACINTO BUSINESS PARK**, (Lessor), sometimes collectively referred to as the "Parties".

8 **1. Recitals.**

9 a. Ranel Development Company, a California general partnership, predecessor to
10 Brotherton Family Trust dba San Jacinto Business Park, as Lessor, and County as Lessee,
11 have entered into that certain Lease dated February 21, 1995, (the "Original Lease") pursuant
12 to which Lessee has agreed to lease from Lessor a portion of that certain building located at
13 1330 South State Street, Suite A, San Jacinto, California (Building), as more particularly
14 described in the Original Lease.

15 b. The Original Lease has been amended by:

16 i. That certain First Amendment to Lease dated August 15, 2000,
17 by and between Ranel Development Company and Lessee (1st Amendment), whereby the
18 Parties amended the Lease to, among other things, extend the term period, amend the rental
19 amounts and do improvements to the premises ("1st Expansion Space").

20 ii. That certain Second Amendment to Lease dated August 23,
21 2005, by and between Brotherton Family Trust dba San Jacinto Business Park and Lessee (2nd
22 Amendment), whereby the Parties amended the Lease to extend the term period and amend
23 the rental amounts.

24 iii. That certain Third Amendment to Lease dated February 27,
25 2007, by and between Brotherton Family Trust dba San Jacinto Business Park and Lessee (3rd
26 Amendment), whereby the Parties amended the Lease to make reference to the Custodial
27 specs, Exhibit "E".

1 iv. That certain Fourth Amendment to Lease dated August 31, 2010,
2 by and between Brotherton Family Trust dba San Jacinto Business Park and Lessee (4th
3 Amendment), whereby the Parties amended the Lease to, among other things, extend the term
4 period, amend the rental amounts and annual increases, do improvements to the premises,
5 indicate the new building address under Notices and the new Assistant County Executive
6 Office of the Economic Development Agency under County Representative.

7 c. In addition to the Original Premises, Lessee desires to lease from Lessor and
8 Lessor desires to lease to Lessee additional space in the Building, consisting of 5,000 rentable
9 square feet totaling 10,000 square feet located within the building ("2nd Expansion Space) on
10 the terms and conditions set forth herein.

11 d. The Parties now desire to amend the rental amounts, increase the rentable
12 square footage, and do some improvement to the Premises.

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

15 **2. Rent.** Section 3 of the Fourth Amendment to Lease is hereby amended by the
16 following:

17 County shall pay to Lessor the monthly sums as rent for the leased premises during the term of
18 this Lease as indicated below:

<u>Monthly Amount</u>	<u>Year</u>
\$12,800.00	June 1, 2012 to May 31, 2013
\$13,056.00	June 1, 2013 to May 31, 2014
\$13,317.12	June 1, 2014 to May 31, 2015

23 **3. Improvements by Lessor.** Section 5 of the Fourth Amendment to Lease is
24 hereby amended by the following:

25 (a) Lessor, at its sole cost and expense, shall construct certain tenant
26 improvements, as set forth in Exhibit "A", attached to this amendment, and incorporated herein
27 by reference.

1 (b) Lessor understands and agrees not to make any modifications to the
2 specifications as set forth in Exhibit "A", without first obtaining written approval from County.
3 Any changes to these specifications without first acquiring written approval will be at the
4 expense of the Lessor and not the County of Riverside.

5 (c) The cost of the tenant improvements as paid for by County shall not
6 exceed \$193,000. Lessor shall provide an itemized statement of the actual cost of the tenant
7 improvements, upon completion. The Probation Department shall reimburse Lessor within
8 thirty (30) days or as soon thereafter as a warrant can be issued in the normal course of
9 County's business.

10 (d) Lessor shall submit to County a complete set of approved "As-Built"
11 drawings.

12 **4. Description.** Section 1 of the Original Lease is hereby amended by the
13 following:

14 (a) The term "Premises" shall mean the Rentable Area in the Building
15 consisting of 10,000 square feet in the Building, as outlined in Exhibit "A", attached hereto and
16 incorporated herein.

17 (b) Exhibit "A" of the Original Lease is hereby deleted in its entirety and
18 replaced with Exhibit A attached hereto and incorporated herein by this reference.

19 **5. Capitalized Terms:** Fifth Amendment to Prevail. Unless defined herein or the
20 context requires otherwise, all capitalized terms herein shall have the meaning defined in the
21 Lease, as heretofore amended. The provisions of this Fifth Amendment shall prevail over any
22 inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall
23 supplement the remaining provisions thereof.

24 **6. Miscellaneous.** Except as amended or modified herein, all the terms of the
25 Original Lease shall remain in full force and effect and shall apply with the same force and
26 effect. This is of the essence in this Amendment and the Lease and each and all of their
27 respective provisions. Subject to the provisions of the Lease as to assignment, the
28 agreements, conditions and provisions herein contained shall apply to and bind the heirs,

1 executors, administrators, successors and assigns of the parties hereto. If any provision of this
2 Amendment or the Lease shall be determined to be illegal or unenforceable, such
3 determination shall not affect any other provision of the Lease and all such other provisions
4 shall remain in full force and effect. The language in all parts of the Lease shall be construed
5 according to its normal and usual meaning and not strictly for or against either Lessor or
6 Lessee. Neither this Amendment, nor the Original Lease, nor any notice nor memorandum
7 regarding the terms hereof, shall be recorded by County.

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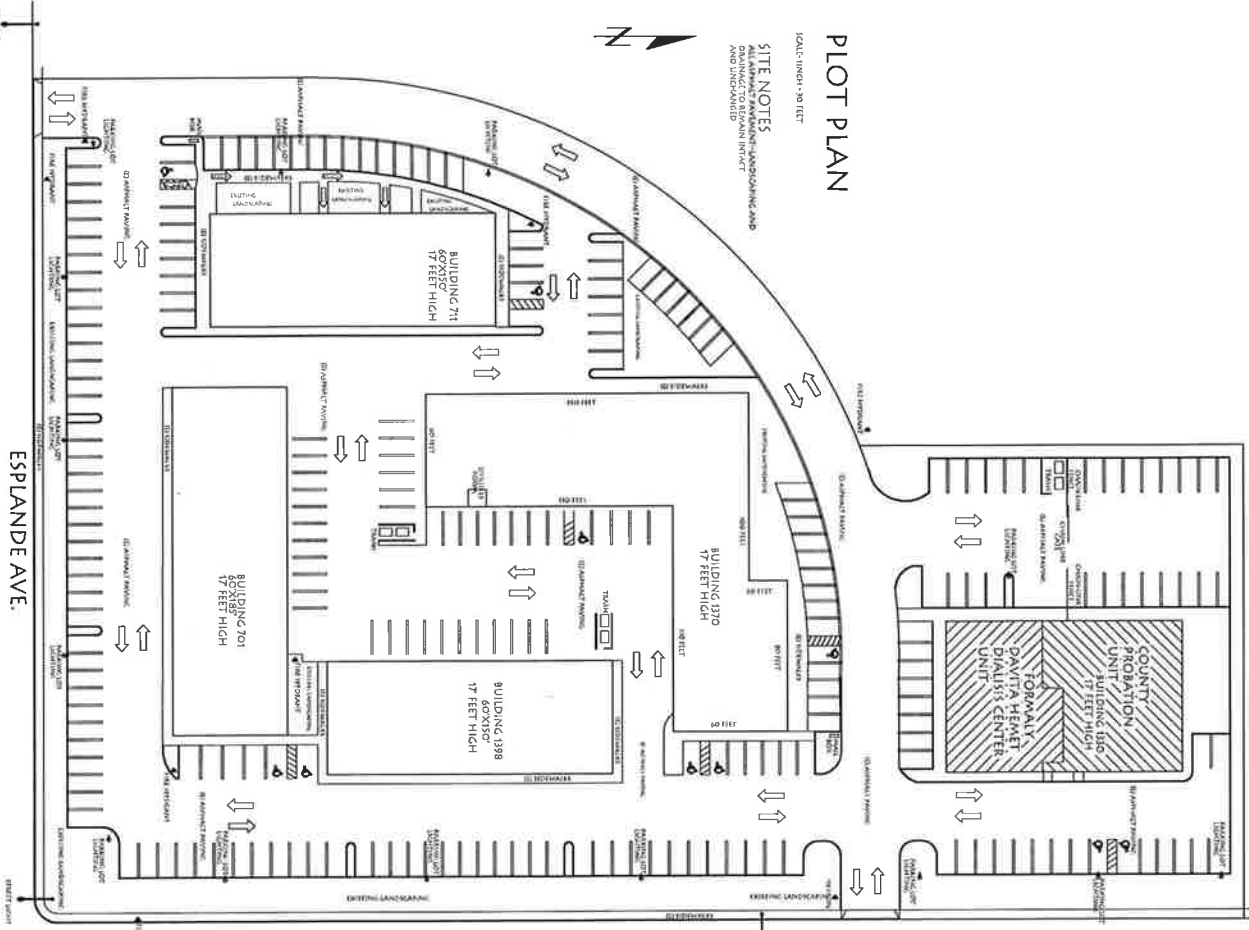
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PLOT PLAN

SCALE: 1/4" = 10' FEET
 SITE NOTES:
 ALL IMPACTS ARE IN CONFORMANCE WITH THE
 AND UNDEVELOPED 50% IMPACT



ESPLANADE AVE.

STATE ST.

EXHIBIT "A"

DATE: 3/30/2013
 SHEET: P-1
 1 OF 4

PROPOSED
 TENANT IMPROVEMENT
 FOR
 SAN JACINTO BUSINESS PARK
 1951 QUIET RANCH RD.,
 FALLBROOK, CA 92028

DESIGNED BY:
 DATE:
 SEAL:

PLAN PREPARATION BY:
PLANS TO BUILD.NET
 DRAFTING SERVICE
 62001 88401
 FALLBROOK, CA 92028
 PHONE: (951) 526-7488

Underground Service Alert
 Call: TOLL FREE
 811
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 YOU DIG

NO. OF REVISIONS	DATE	BY

