

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

549



FORM APPROVED COUNTY COUNSEL
BY: Patricia M. Moore 12/18/12
DATE: _____
CONCURRENCE DATE: _____

FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
February 13, 2013

SUBJECT: Fifth Amendment to Lease – Law Offices of the Public Defender, Riverside

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Fifth Amendment to Lease for 4275 Lemon Street, Suites 100 and 101, Riverside and authorize the Chairman of the Board to execute the same on behalf of the County; and
2. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities.

BACKGROUND: (Commences on Page 2)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Lisette Rose 2/13/13
Lisette Rose

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ (10,462)	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ (10,462)	Budget Adjustment:	No
	Annual Net County Cost:	\$ 122,441	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: 100% County General Fund	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

By: Brian Boles
Brian Boles, Interim Public Defender
Public Defender, Executive Management

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

Prev. Agn. Ref.: 3.20 of 8/10/10; 3.36 of 2/28/12 | **District:** 2/2 | **Agenda**

3-21
EDA-001a-F11-Departmental Concurrence
Form 11 (Rev 06/2003)

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

This Fifth Amendment to Lease represents a request from the Law Offices of the Public Defender to renew their lease agreement at 4275 Lemon Street, for Suites 100 and 101, Riverside. This facility continues to meet the requirements of the department. The Real Estate Division has negotiated a two year lease renewal with a rental rate reduction, and a 425 square footage reduction resulting in an additional cost savings for the department.

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 with minor tenant improvement alternations and no expansion of an existing use will occur.

The Lease terms are summarized below:

Lessor: Eleanor Freitas
5315 Cascades Street
Chowchilla, CA 93610

Premises Location: 4275 Lemon Street
Suite 100, 101
Riverside, California 92501

Size: Old square footage: 7,033
New square footage: 6,608

Term: Two years, January 1, 2013 through December 31, 2014

Rent:	Current	New
	\$ 1.50 per sq. ft	\$ 1.35 per sq. ft.
	\$ 10,549.50 per month	\$ 8,920.80 per month
	\$126,594.00 per year	\$107,049.60 per year

Rental Adjustments: Three percent

Utilities: County pays telephone. Lessor shall provides all other utility services

Custodial Services: Lessor provides custodial services

Maintenance: Lessor provides maintenance services

Improvements: None

RCIT Costs: None

Parking: Sufficient to meet County requirements

(Continued)

BACKGROUND: (Continued)

The attached Lease has been reviewed and approved by County Counsel as to form

FINANCIAL DATA:

All associated cost for this Fifth Amendment to Lease will be fully funded through the Law Offices of the Public Defender's budget. Law Offices of Public Defender has budgeted these costs in FY 2012/13. While the Economic Development Agency will front the costs for the Fifth Amendment to Lease with the property owners, Law Offices of the Public Defender will reimburse EDA for all associated costs.

Attachment:
Fifth Amendment to Lease

Exhibit A

Public Defender's Lease Cost Analysis FY 2012/13 4275 Lemon Street, Suites 100, 101, Riverside, CA 92501

Total Square Footage to be Leased:

EXPECTED AMOUNTS

Current office: 7,033 SQFT
Total Expected Lease Cost for FY 2012/13 \$ 126,594.00

ACTUAL AMOUNTS

Current Office: 7,033 SQFT
Proposed Office: 6,608 SQFT

Approximate Cost per SQFT (July - Dec) \$ 1.50
Approximate Cost per SQFT (Jan - June) \$ 1.35

Lease Cost per Month (July - Dec) \$ 10,549.50
Lease Cost per Month (Jan - June) \$ 8,920.80

Total Lease Cost (July - Dec) \$ 63,297.00
Total Lease Cost (Jan - June) \$ 53,524.80
Total Actual Lease Cost for FY 2012/13 \$ 116,821.80
Total Lease Cost Variance for FY 2012/13 \$ (9,772.20)

Estimated Additional Costs:

EXPECTED AMOUNTS

Utility Cost per Square Foot \$ 0.12
Estimated Utility Costs per Month (July - June) \$ 843.96

Total Estimated Utility Cost for FY 2012/13 \$ 10,127.52

EDA Lease Management Fee (Based @ 3.93%) \$ 4,975.14
Total Estimated Expected Cost for FY 2012/13 \$ 15,102.66

ACTUAL AMOUNTS

Utility Cost per Square Foot \$ 0.12
Costs per Month (July - Dec) \$ 843.96
Costs per Month (Jan - June) \$ 792.96

Total Estimated Actual Utility Cost for FY 2012/13 \$ 9,821.52

EDA Lease Management Fee (Based @ 3.93%) \$ 4,591.10
Total Estimated Actual Cost for FY 2012/13 \$ 14,412.62

Total Estimated Cost Variance for FY 2012/13 \$ (690.04)

TOTAL ESTIMATED COST FOR FY 2012/13 \$ (10,462.24)

TOTAL COUNTY COST: 100% \$ (10,462.24)

Exhibit B

Public Defender's Lease Cost Analysis FY 2013/14 4275 Lemon Street, Suites 100, 101, Riverside, CA

Current Square Feet Occupied:

Current Office:	6,608	SQFT	
Approximate Cost per SQFT (July - Dec)	\$	1.35	
Approximate Cost per SQFT (Jan -June)	\$	1.39	
Lease Cost per Month (July - Dec)		\$	8,920.80
Lease Cost per Month (Jan - June)		\$	9,188.43
Total Lease Cost (July - Dec)		\$	53,524.80
Total Lease Cost (Jan - June)		\$	55,130.60
Total Expected Lease Cost for FY 2013/14		\$	108,655.40

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month (July - June)		\$	792.96
Total Estimated Utility Cost for FY 2013/14		\$	9,515.52
EDA Lease Management Fee (Based @ 3.93%)		\$	4,270.16
TOTAL ESTIMATED COST FOR FY 2013/14		\$	122,441.08
TOTAL COUNTY COST: 100%		\$	122,441.08

1 **FIFTH AMENDMENT TO LEASE**

2 **Law Office of Public Defender**

3 **4275 Lemon Street, Suites 100, 101 Riverside, California 92501**

4
5 **This FIFTH AMENDMENT TO LEASE**, "Fifth Amendment" is made as of
6 _____, by and between **ELEANOR M. FREITAS**, Lessor and the **COUNTY**
7 **OF RIVERSIDE**, a political subdivision of the State of California, as "County."

8 **1. Recitals.**

9 a. Lessor and County have entered into that certain Lease, dated as of December
10 19, 2006, "Original Lease", pursuant to which Lessor have agreed to lease to County and
11 County has agreed to lease from Lessor's that certain building, more commonly known as 4275
12 Lemon Street, Suites 100, 101 and 251A, Riverside, California, as shown on Exhibit "A,"
13 attached thereto.

14 b. The Original Lease has been amended by that certain First Amendment to Lease
15 dated July 31, 2007, by and between County of Riverside and Frank C. Freitas and Eleanor
16 Freitas, the "First Amendment."

17 c. That certain Second Amendment to Lease dated March 11, 2008, by and between
18 County of Riverside and Frank C. Freitas and Eleanor Freitas, the "Second Amendment."

19 d. That certain Third Amendment to Lease dated August 10, 2010, by and between
20 County of Riverside and Frank C. Freitas and Eleanor Freitas, the "Third Amendment."

21 e. That certain Fourth Amendment to Lease dated February 28, 2012, by and between
22 County of Riverside and Eleanor Freitas, the "Fourth Amendment."

23 f. County and Lessor further desire to amend the Lease by extending the term of
24 the Lease, and reduce the rate among other things, as heretofore amended by this "Fifth
25 Amendment."

26 g. The Original Lease, as heretofore, amended, or hereafter amended, shall
27 collectively be referred to as the "Lease." NOW THEREFORE, for good and valuable
28

1 consideration the receipt and Adequacy of which is hereby acknowledged, the parties agree as
2 follows:

3 **2. Fifth Amendment to Prevail.** The provision of this Fifth Amendment shall
4 prevail over any inconsistency or conflicting provision of the Lease, as heretofore amended and
5 shall supplement the remaining provision thereof. Unless defined herein or the context
6 requires otherwise, any capitalized terms herein shall have the meaning defined in the Lease.
7 The Lease remains in full force and effect except to the extent amended by the Fifth
8 Amendment.

9 **3. Term:** Section 3 (a) of the Lease shall be amended as follows:

10 The term of this Lease is hereby extended for two (2) years. The extended term
11 will commence on January 1, 2013, and will expire on December 31, 2014 "Extended Term."
12 December 31, 2014, shall hereafter be the "Expiration Date."

13 **4. Square Footage Reduction:** County wishes to eliminate Suite 251A consisting
14 of approximately 425 square feet, as shown on Exhibit "A", of the Lease. Therefore the total
15 square footage occupied by Public Defender's Office shall consist of approximately 6,608
16 square feet.

17 **5. Rent During Extended Term:** Section 5 of the Lease shall be amended as
18 follows:

19 County shall pay to Lessor the reduced monthly sums as rent for the Leased premises
20 consisting of approximately 6,608 square feet during the term of this Lease as indicated below:

<u>Amount</u>	<u>Year</u>
\$8,920.80	January 1, 2013 – December 31, 2013
\$9,188.43	January 1, 2014 – December 31, 2014

24
25 **6.** Except as modified or supplemented by this Fifth Amendment to Lease all terms
26 and conditions of the Lease shall remain in full force and effect.

1 7. This Fifth Amendment to Lease shall not be binding or consummated until its
2 approval by the County's Board of Supervisors.

3 Dated: _____

ELEANOR M. FREITAS

4
5 By: *Eleanor M. Freitas*
6 Eleanor M. Freitas

7
8
9 **COUNTY OF RIVERSIDE**

10 By: _____
11 John J. Benoit, Chairman
12 Board of Supervisors

13 **ATTEST:**
14 Kecia Harper-Ihem
15 Clerk to the Board

16 By: _____
17 Deputy

18 **APPROVED AS TO FORM:**
19 Pamela J. Walls
20 County Counsel

21 By: *[Signature]*
22 Patricia Munroe
23 Deputy County Counsel

24
25
26 CC:ra/120512/RV359/15.434 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.434.doc