

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



736

**FROM:** Economic Development Agency / Facilities Management

**SUBMITTAL DATE:**

May 22, 2013

**SUBJECT:** First Amendment to Lease – Department of Public Social Services

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the attached First Amendment to Lease and authorize the Chairman 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:** The County holds a leasehold interest, as Lessee, under a lease between the County and Chris and Maria Bonorris for the facility located at 3178 Hamner Avenue, Norco.

(Continued)

FISCAL PROCEDURES APPROVED  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: Lisette Rose 5/22/13

Robert Field  
Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 11,986	For Fiscal Year:	2012/13

**COMPANION ITEM ON BOARD AGENDA:** No

**SOURCE OF FUNDS:** 59.63% Federal; 38.02% State; 2.35% County

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

**C.E.O. RECOMMENDATION:**

APPROVE

**County Executive Office Signature**

BY: Jennifer L. Sargent  
Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL  
 BY: PATRICIA MUNROE 4/30/13  
 DATE  
 Departmental Concurrence  
 By: Susan Loew  
 Susan Loew, Director  
 Department of Public Social Services  
 Policy  Policy  
 Dept't Recomm.:  Consent  
 Per Exec. Ofc.:  Consent

Prev. Agn. Ref.: 3.25 of 7/13/10

District: 2/2

Agenda Number.

**3-15**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**BACKGROUND:** (Continued)

The Department of Public Social Services (DPSS) has occupied this location for the Self Sufficiency Division since 1996. This First Amendment to Lease represents a two-year renewal of which a supplemental parking lot is included and reflected in the rent rate. During the extended term, DPSS and the EDA Real Estate division will continue with plans to relocate into a larger facility that accommodates the current case load in the region and provides for a more efficient floor plan to accommodate clients.

Location: 3178 Hamner Avenue  
Norco, CA 91760

Lessor: Chris and Maria Bonorris  
1630 Coachwood Street  
La Habra, CA 90631

Size: 18,885 square feet

Rent:	Current	New
	\$2.05 per sq. ft.	\$2.05 per sq. ft.
	\$38,714.25 per month	\$38,714.25 per month
	\$464,571.00 per year	\$464,571.00 per year

Increases: None.

Term: Two year lease extension commencing May 1, 2013.

Utilities: County shall pay for telephone and electric services. Lessor to pay for all other utilities.

Custodial: Provided by Lessor.

Interior/Exterior  
Maintenance: Provided by Lessor.

Improvements: None.

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

**FINANCIAL DATA:**

All associated costs for this Lease will be fully funded through the DPSS budget. While the Economic Development Agency (EDA) will front the costs for the Lease with the Lessor, DPSS will reimburse the EDA for all associated lease costs. DPSS and EDA anticipated the lease extension and budgeted these costs in FY 2012/13.

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

# Exhibit A

## DPSS Lease Cost Analysis FY 2012/13 3178 Hamner Avenue, Norco, California

**Total Square Footage to be Leased:**

**EXPECTED AMOUNTS**

Current office:	18,885 SQFT	
<b>Total Expected Lease Cost for FY 2012/13</b>		<b>\$ 464,571.00</b>

**ACTUAL AMOUNTS**

Current Office:	18,885 SQFT	
Proposed Office:	18,885 SQFT	
Approximate Cost per SQFT (July - Apr)	\$ 2.05	
Approximate Cost per SQFT (May - June)	\$ 2.05	
Lease Cost per Month (July - Apr)	\$ 38,714.25	
Lease Cost per Month (May - June)	<u>\$ 38,714.25</u>	
Total Lease Cost (July - Apr)	\$ 387,142.50	
Total Lease Cost (May - June)	<u>\$ 77,428.50</u>	
<b>Total Actual Lease Cost for FY 2012/13</b>		<b>\$ 464,571.00</b>
<b>Total Lease Cost Variance for FY 2012/13</b>		<b>\$ -</b>

**Estimated Additional Costs:**

**EXPECTED AMOUNTS**

Utility Cost per Square Foot	\$ 0.12	
Estimated Utility Costs per Month (July - June)	\$ 2,266.20	
Total Estimated Utility Cost for FY 2012/13	\$ 27,194.40	
RCIT	\$ -	
Tenant Improvements	\$ -	
EDA Lease Management Fee (Based @ 3.93%)	<u>\$ 18,257.64</u>	
<b>Total Estimated Expected Cost for FY 2012/13</b>		<b>\$ 45,452.04</b>

**ACTUAL AMOUNTS**

Utility Cost per Square Foot	\$ 0.12	
Costs per Month (July - Apr)	\$ 2,266.20	
Costs per Month (May - June)	<u>\$ 2,266.20</u>	
Total Estimated Actual Utility Cost for FY 2012/13	\$ 27,194.40	
RCIT		
Tenant Improvements		
EDA Lease Management Fee (Based @ 3.93%)	<u>\$ 18,257.64</u>	
<b>Total Estimated Actual Cost for FY 2012/13</b>		<b>\$ 45,452.04</b>
<b>Total Estimated Cost Variance for FY 2012/13</b>		<b>\$ (0.00)</b>
<b>TOTAL ESTIMATED COST FOR FY 2012/13</b>		<b>\$ -</b>
<b>TOTAL COUNTY COST: 2.35%</b>		<b>\$ -</b>

# Exhibit B

## DPSS Lease Cost Analysis FY 2013/14 3178 Hamner, Norco, California

### Current Square Feet Occupied:

Current Office:	18,885 SQFT	
Approximate Cost per SQFT (July - June)	\$ 2.05	
Lease Cost per Month (July - June)	\$ 38,714.25	
Total Lease Cost (July - June)		<u>\$ 464,571.00</u>
<b>Total Expected Lease Cost for FY 2013/14</b>		<b>\$ 464,571.00</b>
 <u>Estimated Additional Costs:</u>		
Utility Cost per Square Foot	\$ 0.12	
Estimated Utility Costs per Month (July - June)		<u>\$ 2,266.20</u>
Total Estimated Utility Cost for FY 2013/14		\$ 27,194.40
EDA Lease Management Fee (Based @ 3.93%)		<u>\$ 18,257.64</u>
<b>TOTAL ESTIMATED COST FOR FY 2013/14</b>		<b><u>\$ 510,023.04</u></b>
<b>TOTAL COUNTY COST: 2.35%</b>		<b>\$ 11,985.54</b>

1 **FIRST AMENDMENT TO LEASE**

2 (Department of Public Social Services,  
3 3178 Hamner Avenue, Norco, California)

4  
5 This FIRST AMENDMENT to Lease ("First Amendment") is made as of  
6 \_\_\_\_\_, 2013, by and between the **COUNTY OF RIVERSIDE**, a political  
7 subdivision of the State of California, ("County"), and **CHRIS AND MARIA BONORRIS**,  
8 ("Lessor").

9 **Recitals**

10 a. CHRIS AND MARIA BONORRIS, as Lessor, and County, have  
11 entered into that certain Lease dated July 13, 2010, ("Original Lease") pertaining to the  
12 premises located at 3178 Hamner Avenue, Norco, California, as more particularly  
13 described in the Lease.

14 b. The Original Lease, as heretofore, currently, or hereafter  
15 amended, shall hereafter be referred to as the "Lease."

16 c. County and Lessor desire to amend the Lease by extending the  
17 term.

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

20 1. **Term.** Section 4 of the Lease shall be amended as follows: The term of  
21 this Lease shall be extended for a period of two (2) years commencing May 1, 2013,  
22 and expiring April 30, 2015.

23 2. **Rent During Extended Term.** Section 5 of the Lease shall be amended  
24 as follows:

25 County shall pay to Lessor the monthly sum as rent for the Leased  
26 premises during the extended term of this Lease as indicated below:

27 a. Effective May 1, 2013 through April 30, 2015, the monthly rent  
28 payable shall be \$38,714.25.

1           **3. Compliance.** Section 6.1 of the Lease shall be amended by adding the  
2 following additional language: Any cost to comply which is due to changes in the  
3 Applicable Requirements mandated by governmental notice shall be shared equally by  
4 Lessor and County up to a County maximum of \$10,000.00 during the period May 1,  
5 2013 through April 30, 2015.

6                               Section 6.2 of the Lease shall be amended by adding the  
7 additional language: Any cost incurred based on changes in said Act shall be shared  
8 equally by Lessor and County up to a County maximum of \$10,000.00 during the  
9 period May 1, 2013 through April 30, 2015.

10           **4. First Amendment to Prevail.** Unless defined herein or the context  
11 requires otherwise, all capitalized terms herein shall have the meaning defined in the  
12 Lease, as heretofore amended. The provisions of this First Amendment shall prevail  
13 over any inconsistency or conflicting provisions of the Lease, as heretofore amended,  
14 and shall supplement the remaining provisions thereof.

15           **5. Miscellaneous.** Except as amended or modified herein, all terms of the  
16 Lease shall remain in full force and effect. If any provisions of this Amendment shall be  
17 determined to be illegal or unenforceable, such determination shall not affect any other  
18 provision of the Lease. Either this Amendment or the Lease shall be recorded by the  
19 County.

20  
21   (SIGNATURES ON NEXT PAGE)  
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1           6.       This First Amendment to Lease shall not be binding or consummated  
2 until its approval by the County's Board of Supervisors.

3 LESSEE:  
4 COUNTY OF RIVERSIDE

LESSOR:  
CHRIS BONORRIS AND MARIA BONORRIS

5  
6 By: \_\_\_\_\_  
7     John J. Benoit, Chairman  
8     Board of Supervisors

By:   
Chris Bonorris

By:   
Maria Bonorris

9  
10 ATTEST:  
11 Kecia Harper-Ihem  
12 Clerk of the Board

13 By: \_\_\_\_\_  
14 Deputy

15 APPROVED AS TO FORM:  
16 Pamela J. Walls  
17 County Counsel

18 By:   
19 Patricia Munroe, Deputy