

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

385



FORM APPROVED COUNTY COUNSEL

BY: Patricia Munroe 7/28/14
DATE

Departmental Concurrence

FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
August 27, 2014

SUBJECT: Second Amendment to Lease, Sheriff's Department, Perris Storage Facility, 1 Year Lease Renewal, District 5/District 5, CEQA Exempt, [\$242,713], 100% Sheriff's Patrol Budget

RECOMMENDED MOTION: That the Board of Supervisors:

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

BACKGROUND:

Summary

(Commences on Page 2)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Esteban Hernandez 8/27/14

[Signature]

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 242,713	\$ 0	\$ 242,713	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% Sheriff's Patrol Budget	Budget Adjustment: No
	For Fiscal Year: 2014/15

C.E.O. RECOMMENDATION:

APPROVE

BY: Rohini Dasika
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

By: Stanley L. Sniff, Jr.
Sheriff-Coroner-PA

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

Economic Development Agency / Facilities Management

FORM 11: Second Amendment to Lease, Sheriff's Department, Perris Storage Facility, 1 Year Lease
Renewal, District 5/District 5, CEQA Exempt, [\$242,713], 100% Sheriff's Patrol Budget

DATE: August 27, 2014

PAGE: 2 of 3

BACKGROUND:

Summary

On September 10, 2013, the Board of Supervisors approved the First Amendment and Form 11 for Sheriff's patrol units, SERT, HDT, SIB and Dive Team Units. The approval of First Amendment provided storage for new patrol units and continues to provide storage space for the remaining units. The Department desires to continue to lease the space for the Sheriff's Bureau requirements consisting of remaining patrol units, SERT, HDT, and Dive Team Units, CHU and Emergency Preparedness. The warehouse provides Sheriff's Bureau the flexibility to access the warehouse at any time, in the event of an emergency to retrieve equipment. The Units requirements mandate storage inside a secured centralized location. Therefore the Daytona warehouse site continues to provide the secured storage space for the Sheriff Bureau's requirements.

To assist the Sheriff's Department with their requirement, the Real Estate Division negotiated a longer term lease and a square footage reduction of 11,485 square feet, at the increased rate of .35 cents per square foot. This is a three cent per square foot increase. Although the lease rate has increased, it remains at below market rate. The square footage reduction will continue to provide the Sheriff's with the affordability to remain in the space another year and plan for another secured location. The landlord continues to pay for water and electricity.

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 alterations and no expansion of an existing use will occur.

The Second Amendment to Lease is summarized below:

Lessor:	Perris Citrus Avenue Storage, LP	
Premises Location:	Daytona Business Park 24312 Daytona Cove Perris, CA	
Size:	Previous: 67,110 sq. ft.	New: 55,625 sq. ft.
Rent:	Current: \$.32 per sq. ft. \$ 21,000.00 per month \$252,000.00 per year	New: \$.35 per sq. ft. \$ 19,468.75 per month \$233,625.00 per year
Term:	One year, June 12, 2014 through June 11, 2015	
Rental Adjustments:	None	
Custodial:	None, custodial is not required in warehouse space	
Maintenance:	Lessor shall provide and pay for maintenance service	

(Continued)

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Economic Development Agency / Facilities Management

FORM 11: Second Amendment to Lease, Sheriff's Department, Perris Storage Facility, 1 Year Lease
Renewal, District 5/District 5, CEQA Exempt, [\$242,713], 100% Sheriff's Patrol Budget

DATE: August 27, 2014

PAGE: 3 of 3

BACKGROUND:

Summary: (Continued)

Option to terminate: None

Improvements: None

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

Impact on Residents and Businesses

The Sheriff's Department continued occupancy of this warehouse space provides a positive impact on the local residents and businesses. This area of the County is somewhat remote and the residents take note that Sheriff's patrol cars are in and around the area throughout the day, evenings and weekends, thereby providing the community and local businesses a greater sense of security.

SUPPLEMENTAL:

Additional Fiscal Information

See attached Exhibit A,B & C. Sheriff's has budgeted these costs in FY2014/15 and will reimburse EDA for all lease costs on a monthly basis.

Contract History and Price Reasonableness

This is a Second Amendment to Lease. The Lease rate is a fair rate.

Attachments:

Exhibit A

Lease

Exhibit A

FY 2014/15

Sheriff's Department Lease Cost Analysis 24312 Daytona Cove, Perris

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office: 55,625 SQFT

Approximate Cost per SQFT (June - June) \$ 0.35

Lease Cost per Month (June - June) \$ 19,468.75

Lease Cost per Month \$ 19,468.75

Total Lease Cost (June - June) \$ 233,625.00

Total Estimated Lease Cost for FY 2014/15 \$ 233,625.00

Estimated Additional Costs:

Utility Cost per Square Foot \$ 0.12

Estimated Utility Costs per Month (July - June) \$ -

Total Estimated Utility Cost \$ -

RCIT \$ -

Tenant Improvement \$ -

EDA Lease Management Fee - 3.89% \$ 9,088.01

TOTAL ESTIMATED COST FOR FY 2014/15 \$ 242,713.01

1 **SECOND AMENDMENT TO LEASE**

2
3 **THIS SECOND AMENDMENT TO LEASE** ("Second Amendment") dated as of
4 _____, is entered by and between **COUNTY OF RIVERSIDE**, a political
5 subdivision of the State of California ("County") and, **PERRIS CITRUS STORAGE LP**,
6 a California limited partnership as ("Lessor"). County and Lessor are hereinafter
7 collectively referred to as the "Parties."

8 **RECITALS**

9 **WHEREAS**, County and Lessor have entered into a lease, dated June 12, 2012
10 (the "Lease") pursuant to which County has agreed to lease and Lessor has agreed to
11 lease to County that certain building located at 24312 Daytona Cove, Perris, CA., as
12 more particularly described in Exhibit "A" of the Lease;

13 **WHEREAS**, the Parties desire to amend the lease;

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

16 1. **PREMISES**. Section 2.2 of the Lease is hereby amended by deleting the
17 following:

18 The Premises shall consist of approximately 67,110 square feet of ground level
19 warehouse space for months one (1) through twelve (12), and approximately 47,110
20 square feet of ground level warehouse space for months thirteen to fourteen (13-14) as
21 shown on the site plan attached hereto as Exhibit "A."

22 2. **PREMISES**. Section 2.2 of the Lease is further amended by adding the
23 following:

24 The premises shall be reduced from 67,110 square feet to approximately 55,625
25 square feet of ground level warehouse space.

26 2. **Term**. Section 4.1 of the Lease is hereby amended as follows: The Term of the
27 Lease shall be extended twelve (12) months commencing on June 12, 2014 and shall
28 expire on June 11, 2015.

1 4. RENT. Section 5.1 of the Lease is hereby amended as follows: County shall
2 pay the sum of \$19,468.75 per month beginning June 12, 2014 through June 11, 2015.

3 5. SECOND AMENDMENT TO PREVAIL. The provisions of this Second
4 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease.
5 Any capitalized terms shall have the meaning defined in the Lease, unless defined
6 herein or context requires otherwise.

7 6. MISCELLANEOUS. Except as amended or modified herein, all terms of the
8 Lease shall remain in full force and effect. If any provisions of this Amendment shall be
9 determined to be illegal or unenforceable, such determination shall not affect any other
10 provision of the Lease. Neither this Amendment nor the Lease shall be recorded by
11 the Lessee.

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14 (Intentionally Left Blank)
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1 6. EFFECTIVE DATE. This Second Amendment to Lease shall not be binding or
2 consummated until its approval by the Riverside County Board of Supervisors and fully
3 executed by the Parties.

4
5 LESSEE:
6 COUNTY OF RIVERSIDE

7 By: _____
8 Jeff Stone, Chairman
9 Board of Supervisors

10 LESSOR:
11 PERRIS CITRUS STORAGE LP

12 By: *Pam Christiansen as agent*
13 Pam Christiansen, District Manager
14 Platinum Storage Group

15 ATTEST:
16 Kecia Harper-Ihem
17 Clerk of the Board

18 By: _____
19 Deputy

20 APPROVED AS TO FORM:
21 Greg Priamos, County Counsel

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

25
26
27 CC:ra/052914/PR050/16.879 S:\Real Property\TYPING\Docs-16.500 to 16.999\16.879.doc
28

EXHIBIT "A"

