

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

260



FROM: Economic Development Agency

SUBMITTAL DATE:
June 4, 2015

SUBJECT: Fifth Amendment to Lease, Department of Mental Health, Perris, Two Year Lease, CEQA Exempt, District 5, [\$549,467] Federal 30%, State 70%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities and Section 15061(b)(3);
2. Approve the attached Fifth Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval by the Board.

BACKGROUND:

Summary

(Commences on Page 2) **FISCAL PROCEDURES APPROVED**
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Esteban Hernandez 6/14/15

Robert Field
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	\$ 0	\$ 263,744	\$ 549,467	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Federal 30%, State 70%
Budget Adjustment: No
For Fiscal Year: 2014/15-2017/18

C.E.O. RECOMMENDATION:

APPROVE

BY: Rohini Dasika
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL 5/12/15
DATE
BY: GREGORY P. PRIAMOS
Departmental Concurrence

By: Jerry Wenger
Jerry Wenger, Director
Department of Mental Health

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

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

Economic Development Agency

FORM 11: Fifth Amendment to Lease, Department of Mental Health, Perris, Two Year Lease, CEQA Exempt, District 5, [\$549,467] Federal 30%, State 70%

DATE: June 4, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

This Fifth Amendment to Lease represents a request from the Department of Mental Health (DMH) to extend the lease for its office located at 1688 N. Perris Blvd., Suites L1, L2, L6 and L7-L11, Perris California, commencing August 1, 2015 and terminating July 31, 2017. This facility continues to meet the requirements of the department. The Economic Development Agency (EDA), Real Estate Division, has negotiated a two year extension at the current rate \$1.40 for the term of the lease.

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1-Existing Facilities and Section 15061(b)(3). 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 Fifth Amendment to Lease is summarized as follows:

Location: 1688 N. Perris Boulevard
Suites L1, L2, L6 and L7-L11
Perris, California

Lessor: Coudures Family Limited Partnership
c/o 1st Commercial Real Group, Inc.
2009 Porterfield Way, Suite P
Upland, California 91786

Size: Approximately 13,931 square feet

Term: Two years, commencing August 1, 2015 and terminating July 31, 2017.

Rent: \$19,503.40 monthly

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

Impact on Citizens and Businesses

This facility continues to provide community-based services to severely mentally disabled adults and older adults, children at risk of mental disability, substance abusers, and individuals on conservatorship that enable them to achieve and maintain their optimal level of healthy personal and social functioning.

SUPPLEMENTAL:

Additional Fiscal Information

See attached Exhibits A, B, & C.

DMH budgeted these costs in FY 2014/15 and will reimburse EDA for all lease costs on a monthly basis.

Contract History and Price Reasonableness

The lease rate is deemed competitive based upon the current market. This contract has been in place since June 23, 1998.

Attachments:

Exhibits A, B & C
Fifth Amendment to Lease
Notice of Exemption

Exhibit A

FY 2014/15

Department of Mental Health Lease Cost Analysis 1688 N. Perris Blvd., Suites L1, L2, L6 & L7 - L11

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	13,931	SQFT		
Approximate Cost per SQFT (July-June) - 4th Amendment	\$	1.40		
Lease Cost per Month (July-June) - 4th Amendment			\$	19,503.40
Total Lease Cost (July-June) - 4th Amendment			\$	234,040.80
Total Estimated Lease Cost for FY 2014/15			\$	234,040.80

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12		
Estimated Utility Costs per Month (July - June) - 4th Amendment			\$	20,060.64
Total Estimated Utility Cost			\$	20,060.64
RCIT			\$	-
Tenant Improvements Costs			\$	-
EDA Lease Management Fee - 3.89% - 4th Amendment			\$	9,104.19
Total EDA Lease Management Fee			\$	9,104.19
TOTAL ESTIMATED COST FOR FY 2014/15			\$	263,205.63
Amount Previously approved in 4th Amendment			\$	263,205.63
Amount of FY14/15 for 5th Amendment			\$	-

Exhibit B

FY 2015/16

Department of Mental Health Lease Cost Analysis
1688 N. Perris Blvd., Suites L1, L2, L6 & L7 - L11

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	13,931	SQFT	
Approximate Cost per SQFT (July) - 4th Amendment	\$	1.40	
Approximate Cost per SQFT (Aug - June) - 5th Amendment	\$	1.40	
Lease Cost per Month (July) - 4th Amendment	\$		19,503.40
Lease Cost per Month (Aug - June) - 5th Amendment	\$		19,503.40
Total Lease Cost (July) - 4th Amendment			\$ 19,503.40
Total Lease Cost (Aug - June) - 5th Amendment			\$ 214,537.40
Total Estimated Lease Cost for FY 2015/16			\$ 234,040.80

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month (July) - 4th Amendment	\$	1,671.72	
Estimated Utility Costs per Month (Aug - June) - 5th Amendment	\$	18,388.92	
Total Estimated Utility Cost			\$ 20,060.64
RCIT			\$ -
Tenant Improvements Costs			\$ -
EDA Lease Management Fee - 4.12% - 4th Amendment	\$	803.54	
EDA Lease Management Fee - 4.12% - 5th Amendment	\$	8,838.94	
Total EDA Lease Management Fee			\$ 9,642.48
TOTAL ESTIMATED COST FOR FY 2015/16			\$ 263,743.92

Exhibit C

FY 2016/17 - 2017/18

Department of Mental Health Lease Cost Analysis
1688 N. Perris Blvd., Suites L1, L2, L6 & L7 - L11

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office: 13,931 SQFT

	FY 2016/17	FY 2017/18
Approximate Cost per SQFT (July-June) 5th Ammendment	\$ 1.40	\$ 1.40
Lease Cost per Month (July - June) 5th Ammendment	\$ 19,503.40	\$ 19,503.40
Total Lease Cost (July - June) 5th Ammendment	\$ 234,040.80	\$ 19,503.40
Total Estimated Lease Cost for FY 2016/17 - 2017/18	\$ 234,040.80	\$ 19,503.40

Estimated Additional Costs:

Estimated Utility Costs per Month (July - June)) - 5th Amendment	\$ 0.12	\$ 0.12
Estimated Utility Costs per Month	\$ 1,671.72	\$ 1,671.72
Total Estimated Utility Cost	\$ 20,060.64	\$ 1,671.72
Tenant Improvements Costs	\$ -	\$ -
EDA Lease Management Fee - 4.12%	\$ 9,642.48	\$ 803.54
TOTAL ESTIMATED COST FOR FY 2016/17 - 2017/18	\$ 263,743.92	\$ 21,978.66
TOTAL COUNTY COST 0.00%	\$ -	

F11: Cost - Total Cost \$ 549,466.50
F11: Net County Cost - Total Cost \$ -

1 **FIFTH AMENDMENT TO LEASE**

2 **1688 N. Perris Blvd., Suite L1, L2, L6, L7-L11, Perris, California**

3
4 **THIS FIFTH AMENDMENT TO LEASE** ("Fifth Amendment"), dated as of
5 _____, 2015, is entered into by and between the COUNTY OF
6 RIVERSIDE, a political subdivision of the State of California, ("Lessee"), and
7 COUDURES FAMILY LIMITED PARTNERSHIP, a California limited partnership
8 ("Lessor"), sometimes collectively referred to as the "Parties."

9 **RECITALS**

10 a. Lessor and County have entered into that certain Lease dated June 23,
11 1998, (the "Original Lease") pursuant to which Lessor has agreed to lease to County
12 and County has agreed to lease from Lessor that certain building located at 1688 N.
13 Perris Blvd., Suite L1, L2, L6, L7-L11, Perris, as more particularly described in the
14 Lease.

15 b. The Original Lease has been amended by:

16 i. The First Amendment to Lease dated January 13, 2009 by and
17 between County of Riverside and Coudures Family Limited Partnership, a California
18 limited partnership (the 1st Amendment), whereby the Parties amended the Lease to,
19 among other things, to extend the term, amend the monthly rent and the option to
20 terminate; and

21 ii. The Second Amendment to Lease dated November 24, 2009
22 between County of Riverside and Coudures Family Limited Partnership, a California
23 limited partnership (the 2nd Amendment), whereby the Parties amended the Lease to,
24 amount other things, to extend the term, amend the monthly rent and the tenant
25 improvements; and

26 iii. The Third Amendment to Lease dated July 13, 2010 by and
27 between County of Riverside and Coudures Family Limited Partnership, a California
28 limited partnership (the 3rd Amendment to Lease) whereby the Parties amended the

1 Lease to, among other things, to extend the term, the monthly rent, the option to
2 terminate and the address for both parties under Notices; and

3 iv. The Fourth Amendment to Lease dated August 28, 2012 by and
4 between County of Riverside and Coudures Family Limited Partnership, a California
5 limited partnership (the 4th Amendment to Lease) whereby the Parties amended the
6 Lease to, among other things, to extend the term, the monthly rent, description of the
7 premises to include Suites L-1, L-2 and L-6 to increase the square footage from 8,460
8 to 13,931 square feet and amend the tenant improvements to the new space; and

9 c. The Original Lease together with this amendment are collectively referred
10 to as the "Lease."

11 d. The Parties now desire to amend the Lease to extend the term period
12 and amend the monthly rent.

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

15 1. **Term.** Section 3 (a) of the Original Lease is hereby amended by the
16 following:

17 The term of this lease shall be extended for two (2) years commencing on
18 August 1, 2015 and terminating on July 31, 2017.

19 2. **Rent.** Section 5 of the Original Lease is hereby amended by the
20 following:

21 County shall pay to Lessor the monthly sum of \$19,503.40 for the period of
22 August 1, 2015 through July 31, 2017.

23 3. **CAPITALIZED TERMS.** Fifth Amendment to Prevail. Unless defined
24 herein or the context required otherwise, all capitalized terms herein shall have the
25 meaning defined in the Lease, as heretofore amended. The provisions of this Fifth
26 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease,
27 as heretofore amended, and shall supplement the remaining provisions thereof.

28 ///

1 5. EFFECTIVE DATE. This Fifth Amendment to Lease shall not be binding
2 or consummated until its approval by the Riverside County Board of Supervisors and
3 fully executed by the Parties.

4 IN WITNESS WHEREOF, the parties have executed this Amendment as of the date
5 first written above.

6
7 LESSEE:
8 COUNTY OF RIVERSIDE

LESSOR:
9 COUDURES FAMILY LIMITED
10 PARTNERSHIP a California limited
11 partnership

12 By: _____
13 Marion Ashley, Chairman
14 Board of Supervisors

15 By:  _____
16 Darrell G. Smith
17 Vice President

18
19 ATTEST:
20 Kecia Harper-Ihem
21 Clerk of the Board

22 By: _____
23 Deputy

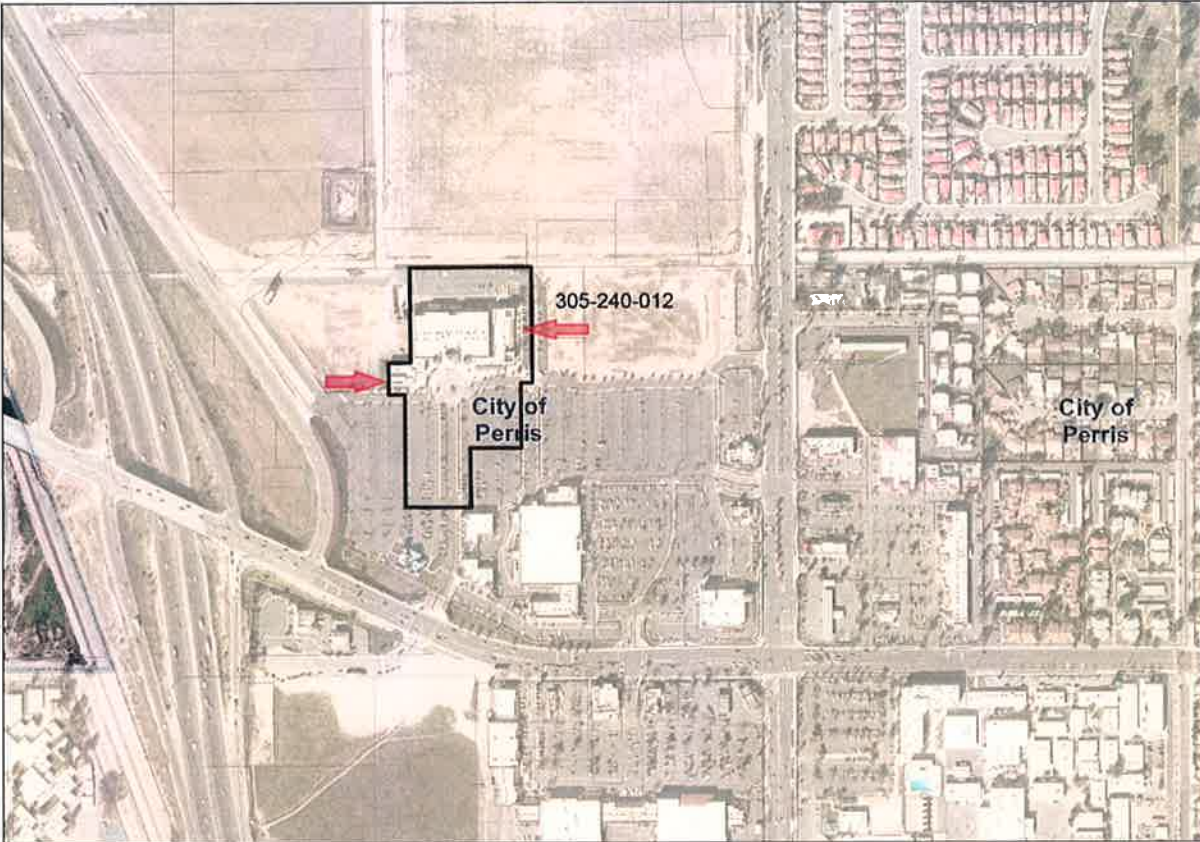
24
25 APPROVED AS TO FORM:
26 Gregory P. Priamos
27 County Counsel

28 By:  _____
29 SYNTHIA M. GUNZEL
30 Deputy County Counsel

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Perris Mental Health

1688 N. Perris Blvd., Suites L1, L2, L6-L11



Legend

- RCLIS Parcels
- City Boundaries
- Cities



0 566 1,132 Feet



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

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Notes

Fifth Amendment to Lease
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