

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

617



SUBMITTAL DATE:
February 16, 2011

FROM: EDA/FACILITIES MANAGEMENT

SUBJECT: Third Amendment to Lease – Department of Public Social Services

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Third Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the county; and
2. Approve and direct the Auditor-Controller to make the budget adjustments as shown on Schedule A, attached.

BACKGROUND: The County of Riverside entered into a Lease Agreement on May 3, 2005, on behalf of the Department of Public Social Services In-Home Supportive Services (DPSS/IHSS) Public Authority Program for the premises located at 12125 Day Street, Suite S101, Moreno Valley. The Lessor of this facility has installed Video Display Board Monument Signage for the utilization of all tenants at the site.

(Continued)
FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY Samuel Wong 2/14/11
SAMUEL WONG

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 2,076	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 568	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 1,362	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Federal 49%, State 23.66%, County 27.34%

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

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: Jennifer I. Sargent
Jennifer I. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: March 1, 2011
xc: EDA, DPSS, EO, Auditor

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy Clerk

Prev. Agn. Ref.: 3.42 of 5/3/05, 3.22 of 9/27/05, 3.27 of 11/30/10

District: 5

Agenda Number:

3.14

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD
 Consent Policy
 Per Exec. Ofc.: Consent Policy

FORM APPROVED COUNTY COUNSEL
 BY: [Signature]
 SYNTHIA M. GUNZEL
 COUNTY CLERK

By: [Signature]
 Susan Loew, Director
 Department of Public Social Services

BACKGROUND: (Continued)

This Third Amendment to Lease represents the monthly costs for use of this Video Display Board at a cost not-to-exceed \$400 per month.

Lessor: Canyon Springs Investment Trust
26371 Avery Parkway, Suite B
Mission Viejo, California

Premises: 12125 Day Street, Suite S101
Moreno Valley, California

Size: 8,143 square feet

Additional Rent: Not-to-exceed \$400 per month

This Third Amendment to Lease has been approved as to legal form by County Counsel.

FINANCIAL DATA:

All associated costs for this Third Amendment to Lease will be fully funded through the DPSS. DPSS has budgeted these costs in FY 2010/11. While EDA will front the costs for the Third Amendment to Lease with the property owners, DPSS will reimburse EDA for all associated lease costs.

ATTACHMENTS:

- Schedule A
- Exhibit A
- Exhibit B

SCHEDULE A

Increase Appropriations:

47220-7200400000-526700 – Rent – Lease Buildings	\$2,000
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Increase Estimated Revenue:

47220-7200400000-777330 – Leasing Services	\$2,000
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Exhibit A

DPSS Lease Cost Analysis FY 2010/11
12125 Day Street, Suite S101, Moreno Valley, California

ESTIMATED ADDITIONAL COSTS:

Total Estimated Signage Cost (February 2011 - June 2011)	\$ 2,000.00
EDA Lease Management Fee 3.79%	<u>\$ 75.80</u>
Total Estimated Costs for FY 2010/11	<u>\$ 2,075.80</u>
Total Net County Cost @ 27.34%	\$ 567.52

Exhibit B

DPSS Lease Cost Analysis FY 2011/12
12125 Day Street, Suite S101, Moreno Valley, California

ESTIMATED ADDITIONAL COSTS:

Signage	\$ 4,800.00	
Total Estimated Cost		\$ 4,800.00
EDA Lease Management Fee 3.79%		<u>\$ 181.92</u>
Total Estimated Costs for FY 2011/12		<u>\$ 4,981.92</u>
Total Net County Cost @ 27.34%		\$ 1,362.05

1 **THIRD AMENDMENT TO LEASE**

2 **12125 Day Street, Suite S101**

3 **Moreno Valley, California**

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5 This **THIRD AMENDMENT TO LEASE** ("Third Amendment") is made as of
6 March 1, 2011, by and between the **COUNTY OF RIVERSIDE**, a political
7 subdivision of the State of California, herein called ("County"), and **CANYON SPRINGS**
8 **INVESTMENT TRUST**, herein called "Lessor".

9 **1. Recitals.**

10 a. The County of Riverside ("County"), as Lessee, and Canyon Springs
11 Investment Trust, as Lessor, entered into that certain Lease dated May 3, 2005 (the "Original
12 Lease"), for the premises located at 12125 Day Street, Suite S101, Moreno Valley, California,
13 as more particularly shown on Exhibit "A" to the Original Lease.

14 b. The Original Lease has been amended by:

15 i. That certain First Amendment to Lease dated September 27,
16 2005, by and between Canyon Springs Investment Trust and County (the "First Amendment").

17 ii. That certain Second Amendment to Lease dated November 30,
18 2007, by and between Canyon Springs Investment Trust and County (the "Second
19 Amendment").

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

22 **2. Capitalized Terms.** Third Amendment to Prevail. Unless defined herein or the
23 context requires otherwise, all capitalized terms herein shall have the meaning defined in the
24 Lease, as heretofore amended. The provisions of this Third Amendment shall prevail over any
25 inconsistency or conflicting provisions of Original Lease, as heretofore amended, and shall
26 supplement the remaining provisions thereof. The Original Lease remains in full force and
27 effect except to the extent amended by this Third Amendment.

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1 **3. Rent.** Section 5 of the Lease shall be amended to add subsection 5.3 as
2 follows: 5.3 Additional Rent. County shall pay as additional rent an amount not to exceed
3 \$400.00 per month for the use of Video Display Boards pursuant to the terms and conditions
4 provided on Exhibit "I" attached hereto.

5 **4. County's Representative.**

6 a. Section 19.7 of the Original Lease is hereby amended in its entirety as
7 follows: County hereby appoints the Assistant County Executive Officer of the Economic
8 Development Agency as its authorized representative to administer this Lease.

9 b. First sentence of Section 19.8 of the Original Lease is hereby amended
10 in its entirety as follows: It is expressly understood and agreed that in the event Lessor is not
11 a resident of the State of California or its is an association or partnership without a member or
12 partner resident of the State of California, or it is a foreign corporation, then in any such event,
13 Lessor shall file with County's Assistant County Executive Officer of the Economic
14 Development Agency, upon its execution hereof, a designation of a natural person residing in
15 the State of California, giving his or her name, residence and business addresses, as it agent
16 for the purpose of service of process in any court action arising out of or based upon this
17 Lease, and the delivery to such agent of a copy of any process in any such action shall
18 constitute valid service upon Lessor.

19 **5.** Except or modified or supplemented by this Third Amendment to Lease, all
20 provisions of this Lease shall remain in full force and effect.

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**SCOPE OF SERVICE
ELECTRONIC SIGN BOARD
CANYON SPRINGS PLAZA, 12125 DAY STREET
MORENO VALLEY, CALIFORNIA**

1. Lessor will provide County the opportunity to advertise on the LED Double Illuminated Reader Board Pylon Displays in the Monument Signs ("LED Display") located at the Canyon Springs Plaza, 12125 Day Street, Moreno Valley, California.

2. All slides will be put into a four to seven second rotation on the LED Displays. County is charged per slide rather than the number of times the slide appears in the rotation. The slides will continue to rotate on the LED Display for the month. A full rotation will include all of the slides from Tenant's participating in this advertising campaign for Canyon Springs Plaza. That rotation will be continuously played on the LED Displays of both freeway monument signs for the month. Rotations are continuous for eighteen hours a day, signs shut down from 12:00 p.m. to 6:00 a.m.

3. Fees. County shall pay a monthly advertising fee in advance on or before the 15th of the month for the following month's advertising. The cost of each slide on the LED Display is as follows:

a. \$200.00 per month for one slide, which will be placed on a non-stop loop as described above on both LED signs.

b. \$125.00 per month for each additional slide added to the loop.

c. One free slide change per month for each slide purchased. County to provide new slide content by the 15th for the following month. If after the 15th, there will be a \$50.00 charge if County requests a change to their slide for the following month.

d. If after the 15th, or any day in between, slides can be changed daily for a \$50.00 handling fee; however, Lessor will need a forty eight business hour written notice for each changed slide to be completed.

e. County has the option to pay the fees six months in advance for a discount or each month in advance. If County pays six months in advance, County shall receive a five percent discount, not including any slide change or handling fees.

4. Due Dates: All completed and finalized ads must be emailed to ads@atlasland.com or before the 15th of each month before it is to be displayed on the LED Display for the following month. If the 15th of the month falls on a weekend, then the following business day is considered the deadline date. There will be a \$50.00 fee for handling if received after this date.

5. Specs and Regulations. All ads/slides sent to ads@atlasland.com must meet the following specifications.

- a. Be in the following importable file types: .jpg, .gif, and .png files.
- b. Size of the file shall be 272 x 96.

c. Lessor reserves the right to not publish ads that are not sent in proper size or format. County assumes full responsibility for the design and creation of the ad. All signs shall comply with all local, City and Caltrans requirements. Lessor has the right to refuse any slide for any reason whatsoever. County will not be charged if Lessor denies displaying County's slide on the LED Display.

6. Revisions. When County changes their slide, the change will be confirmed by email within forty eight business hours. If County does not receive a confirmation of receipt email within forty eight business hours, County's previous slide will be displayed in the LED Display at County's expense. It will be the County's responsibility to email ads@atlasland.com with any changes when required.

7. Slide Errors. In the event Lessor makes an error on County's slide, Lessor will provide County one slide free for one month. In the event County makes an error on the slides, Lessor is not responsible for any repercussion said error will cause. If errors are discovered by County, after the 15th of the month, Lessor will not be responsible for any repercussion of said errors and the slide will be in rotation on the LED Display until Lessor is able to remove it. County must send in email immediately of said error to ads@atlasland.com. Confirmation of the correction will be sent to the County via email within forty eight business hours.