

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

841



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:

May 25, 2011

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

RECOMMENDED MOTION: That the Board of Supervisors approve the attached First Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the County.

BACKGROUND: The Department of Public Social Services (DPSS) has occupied this office for use by their Self Sufficiency Program since 1999. Minor tenant improvements are requested to reconfigure a section within the office for improved space utilization due to increased staff.

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 19,685	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 394	Budget Adjustment:	No
Annual Net County Cost:	\$ 394	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: 64.8% Federal; 33.2% State; 2.0% County

Positions To Be Deleted Per A-30
Requires 4/5 Vote

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: June 7, 2011
xc: EDA, DPSS

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 3.12 of 1/30/07

District: 1

Agenda Number:

3.39

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY:
CYNTHIA M. GUNZEL
DATE

Susan Loew, Director
Department of Public Social Services

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

BACKGROUND: (Continued)

Location: 11060 Magnolia Avenue
Riverside, CA 92505

Lessor: Grae La Sierra, L.L.C.
11911 San Vicente Blvd.
Suite 350
Los Angeles, CA 90049

Size: 54,592 square feet.

Term: Expires September 30, 2017

Tenant Improvements: Not to exceed \$56,897.98 to be reimbursed in three payments over three fiscal years.

FINANCIAL DATA:

All associated costs for this Lease will be fully funded through the Department of Public Social Services' budget. DPSS has budgeted for these costs in FY 2010/11. While EDA will front the costs for this Lease with the property owner, DPSS will reimburse EDA for all associated lease costs.

Attachments:

Exhibit A
Exhibit B

Exhibit A

DPSS Lease Cost Analysis FY 2010/11 11060 Magnolia Avenue, Riverside, California

ESTIMATED TENANT IMPROVEMENT COSTS:

Tenant Improvements:	\$	56,897.98	
Total Estimated Cost:		\$	56,897.98
EDA Lease Management Fee 3.79%:		\$	<u>2,156.43</u>
Total Lease Cost:		\$	59,054.41
Total Lease Cost for FY 2010/11 = 1/3 Payment:			<u>\$ 19,684.80</u>
Total Net County Cost of 2%		\$	393.70

Exhibit B

DPSS Lease Cost Analysis FY 2011/12
11060 Magnolia Avenue, Riverside, California

ESTIMATED TENANT IMPROVEMENT COSTS:

Tenant Improvements:	\$	56,897.98	
Total Estimated Cost:	\$	56,897.98	
EDA Lease Management Fee 3.79%:	\$	<u>2,156.43</u>	
Total Lease Cost:	\$	59,054.41	
Total Lease Cost for FY 2011/12 = 1/3 Payment:	\$		<u>19,684.80</u>
Total Net County Cost of 2%	\$		393.70

1 **FIRST AMENDMENT TO LEASE**

2 (Department of Public Social Services,
3 11060 Magnolia Avenue, Riverside, California)
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5 This FIRST AMENDMENT to Lease ("First Amendment") is made as of
6 June 7, 2011, by and between the **COUNTY OF RIVERSIDE**, a political
7 subdivision of the State of California, ("County"), and **GRAE LA SIERRA, LLC**, a
8 California limited liability company, ("Lessor").

9 **1. Recitals**

10 a. Grae La Sierra, LLC, as Lessor, and County, have entered into
11 that certain Lease dated April 10, 2007, ("Original Lease") pertaining to the premises
12 located at 11060 Magnolia Avenue, Riverside, 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 further amend the Lease by modifying
17 the premises with tenant improvements defined herein.

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

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

27 **3. Alterations and Additions.** Section 11 shall be amended to add
28 subsection 11.4 as follows:

1 **11.4. Additional Improvements by Lessor.** Lessor, at its expense,
2 subject to reimbursement of the total cost by County, shall complete tenant
3 improvements per the attached Exhibit "I". All work to be performed after work hours or
4 on weekends. Cost of the tenant improvements as paid for by Lessor shall not exceed
5 \$56,897.98, which includes a County contingency amount of \$6,476.73 for change
6 orders requested and approved by County. County shall reimburse Lessor as follows:

7 11.4.1 One third (1/3) of the reimbursement amount shall be
8 paid within sixty (60) days after completion of the Leasehold Improvements and receipt
9 of invoicing with appropriate backup documents.

10 11.4.2 One half (1/2) of the remaining balance, together with
11 interest thereon at the rate of eight percent (8%) per annum, from the date of
12 Substantial Completion until the date of payment, shall be paid no later than the month
13 of October of the County fiscal year following the fiscal year in which the initial payment
14 referenced in Section 11.4.1 above was paid.

15 11.4.3 The remaining balance, together with interest
16 thereon at the rate of eight percent (8%) per annum, from the date of Substantial
17 Completion until the date of payment, shall be paid no later than the month of October
18 of the County fiscal year following the fiscal year in which the payment referenced in
19 Section 11.4.2 above was paid.

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1 **4. Notice.** Section 19.18 of the Lease shall be amended as follows: Any
2 notices required or desired to be served by either party upon the other shall be
3 addressed to the respective parties as set forth below:
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County's Notification Address:	Lessor's Notification Address:
County of Riverside	Grae La Sierra, LLC
Economic Development Agency	11911 San Vicente Blvd., Suite 350
3403 Tenth Street, Suite 500	Los Angeles, CA 90049
Riverside, California 92501	Telephone: (310) 552-4900
Attn: Deputy Director of Real Estate	
Telephone: (951) 955-4820	

13 **5. County's Representative.** Section 19.7 of the Lease shall be amended
14 as follows: County hereby appoints the Assistant County Executive Officer of the
15 Economic Development Agency as its authorized representative to administer this
16 Lease.

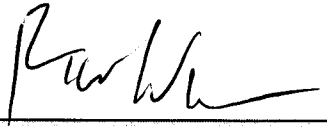
17 **6.** Except as modified or supplemented by this First Amendment to Lease,
18 All other provisions of the Lease remain the same and shall remain in full force and
19 effect.

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

3 Dated: 5/19/11

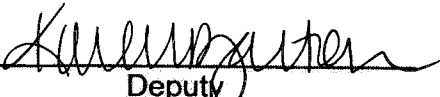
4 **GRAE LA SIERRA, LLC**, a California
5 limited liability company

6
7 By: 
8 Rick Edwards
9 Member

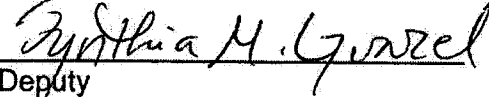
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11 **COUNTY OF RIVERSIDE**, a political
12 subdivision of the State of California

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14 By: 
15 Bob Buster, Chairman
16 Board of Supervisors

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

17
18 By: 
19 Deputy

20 **APPROVED AS TO FORM:**
21 PAMELA J. WALLS, County Counsel

22
23 By: 
24 Deputy
25 **SYNTHIA M. GUNZEL**

DPSS		5/12/2011
11060 Magnolia Ave.		
Riverside, CA		
ITEM	TOTALS	COMMENTS
GENERAL CONDITIONS		
Drawings	\$ 150.00	
Supervision	\$ 6,300.00	Part-time
Permit Processing	\$ 1,050.00	See Qualifications
Protection	\$ 150.00	
3 Yard bins	\$ 700.00	
Final Detailing	\$ 650.00	
General Conditions Subtotal	\$ 9,000.00	
BUILDING		
Permits	\$ 2,500.00	Allowance
Labor	\$ 1,200.00	Daily clean up
Misc. Materials	\$ 500.00	
Insulation	\$ 300.00	Sound insulation at new walls only
Door Assemblies	\$ 2,580.00	Provide and install (2) doors including framing in new openings (doors to match existing)
Drywall	\$ 4,620.00	(2) New walls to the underside of t-bar ceiling and drywall clad door opening at rm 166
Acoustical Ceilings	\$ 300.00	Misc. patch
Carpeting	\$ 1,200.00	(2) New offices including rubber base
Carpeting	\$ 3,326.00	New Mail Room including rubber base
Painting	\$ 1,100.00	(2) New offices only
Fire Sprinklers	\$ 1,400.00	Relocate (2) heads, plan, engineering, and permits
HVAC	\$ 2,200.00	New ducting to (2) new offices only
		Relocate & rewire (3) existing 2x4 light fixtures, provide (1) new 2x4 light fixture, on/off switch in each of the new rooms to control lighting, remove base-in feed, relocate existing ceiling occupancy sensors in the center of the storage room, (6) new receptacles, (4) data stub outs, & (1) power/data and (1) J-box (hook up to cubicles) and switch at new mail room, and one switch room #166. (7) dedicated circuits for training stations/phone booths from panel to J-box in the ceiling above new stations/phone booth (hook up (2) locations), dedicated circuit and receptacle for printer in Triage Room. Plans, engineering and permits.
Electrical	\$ 9,005.00	
Tenant Improvement Subtotal	\$ 30,231.00	
Project Subtotal	\$ 39,231.00	
Insurance	\$ 627.70	
Overhead & Profit	\$ 5,978.80	
TOTAL	\$ 45,837.50	

Construct one completely finished office space, one conference room and small forms room in the existing forms room area. To include, new carpeting, electrical and data outlets, patch and paint, change light sensor in forms room to light switch for new office, install light switch in new conference room, install one new door in conference room, install sound insulation in new wall of conference room, and HVAC return. Install one new door in smaller forms room. Room 166, change sensor to light switch and paint one wall. In Triage area install electrical and data outlets, including on 20 AMP dedicated line and one J-box for 6 interview booths via power poll provided by DPSS, and connect J-box to each interview booth power jack. Install one J-box, electrical and data outlets and install carpeting in mailroom.

Total costs for improvements	\$45,837.50
10% management fee	\$ 4,583.75
Total amount due	\$50,421.25

EXHIBIT "I"