

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

401



SUBMITTAL DATE:
July 14, 2011

FROM: Economic Development Agency/Facilities Management

SUBJECT: Fourth Amendment to Lease – Law Offices of Public Defender, Riverside

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached Fourth 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: (Commences on Page 2)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY Samuel Wong 6/28/11
SAMUEL WONG

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ (20,621)	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ (20,621)	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 16,106	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: General Fund	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: Jennifer L. Sargent
County Executive Office Signature Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit 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: July 26, 2011
xc: EDA, Public Defender, Auditor(2), E.O.

Kecia Harper-Ihem
Clerk of the Board
By: Kecia Harper-Ihem
Deputy

FORM APPROVED COUNTY COUNSEL
 BY: Synthia M. Gunzel 6-14-11
 DATE: 6/14/11
 SYNTHIA M. GUNZEL
 Departmental Concurrence
 Gary Windom
 Law Office of Public Defender
 Policy Consent
 Policy Consent

BACKGROUND:

This facility continues to meet the requirements of the department. To further assist the department and County with its overall objective of reducing lease costs, the Economic Development Agency (EDA)/Facilities Management (FM), Real Estate Division has negotiated an 18 month Lease extension at a reduced rate.

Lessor: Eleanor M. Freitas
5315 Cascades Street
Chowchilla, CA 93610

Premises Location: 4275 Lemon Street, Suite 251
Riverside, CA 92501

Size: Current 2,500 sq. ft.
New 1,674 sq. ft.

Term: Eighteen months, July 1, 2011 to December 31, 2012.

Rent:	Current	New
	\$ 2.10 per sq. ft.	\$ 1.50 per sq. ft.
	\$ 5,261.06 per month	\$ 2,511.00 per month
	\$63,132.72 per year	\$30,132.00 per year

Rental Adjustment Three percent annually.

Utilities: County pays for telephone and Lessor provides all other utilities.

Custodial: Lessor

Maintenance: Lessor

Improvements: None

RCIT Costs: None

Market Data:	4024 12 th Street, Riverside	\$1.80
	3600 Lime Street, Riverside	\$1.90
	3880 Lemon Street, Riverside	\$2.43

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

FINANCIAL DATA: (Commences on Page 3)

FINANCIAL DATA:

All associated costs for this Lease Amendment will be fully reimbursed by the Office of the Public Defender through County general fund. Public Defender has budgeted these costs in FY 2011/12. While EDA/FM will front the costs for the Fourth Amendment to Lease with the property owners, the Office of the Public Defender will reimburse EDA/FM for all associated Lease costs.

Attachments:

Schedule A
Exhibit A
Exhibit B
Fourth Amendment to Lease

Schedule A

Decrease Appropriation:

47220-7200400000-526700 – Rent/Lease Buildings \$19,868

Decrease Estimated Revenue:

47220-7200400000-777330 – Leasing Services \$19,868

Exhibit A

Law Offices of Public Defender Lease Cost Analysis FY 2011/12 4275 Lemon Street, Suite 251, Riverside, California

Square Footage-Current & New:

BUDGETED AMOUNTS

Current office: 2,500 SQFT

Total Lease Cost included in Budget for FY 2011/12 \$ 50,000.00

ACTUAL AMOUNTS

New Office: 1,674 SQFT

Approximate Cost per SQFT (July - June) \$ 1.50

Lease Cost per Month (July - June) \$ 2,511.00

Total Lease Cost (July - June) \$ 30,132.00

Total Lease Cost for FY 2011/12 \$ 30,132.00

TOTAL LEASE COST SAVINGS FOR FY 2011/12 \$ (19,868.00)

Estimated Additional Costs:

EDA Lease Management Fee (Based @ 3.79%) \$ 1,895.00

Total Estimated Additional Costs included in Budget for FY 2011/12 \$ 1,895.00

ACTUAL AMOUNTS

EDA Lease Management Fee (Based @ 3.79%) \$ 1,142.00

Total Estimated Additional Costs for FY 2011/12 \$ 1,142.00

TOTAL ESTIMATED ADDITIONAL COST SAVINGS FOR FY 2011/12 \$ (753.00)

TOTAL LEASE COST SAVINGS FY 2011/12 \$ (20,621.00)

Exhibit B

Law Offices of Public Defender Lease Cost Analysis FY 2012/13 4275 Lemon Street, Suite 251, Riverside, California

Square Footage-Current

Current office:	1,674 SQFT		
Cost Per Sq. Ft:	\$	1.50	
Lease Cost per Month (July - Dec)		\$	<u>2,586.33</u>
Total Lease Cost for FY 2012/13		\$	15,517.98

Estimated Additional Costs:

EDA Lease Management Fee (Based @ 3.79%)		\$	<u>588.13</u>	
Total Estimated Additional Costs for FY 2012/13			\$	588.13
TOTAL LEASE COST FY 2012/13			\$	<u>16,106.11</u>

1 **FOURTH AMENDMENT TO LEASE**

2 **(Law Offices of Public Defender,**

3 **4275 Lemon Street, Suite 251, Riverside, California 92501)**

4
5 This **FOURTH AMENDMENT TO LEASE** ("Fourth Amendment") is made as of
6 July 26, 2011, by and between **ELEANOR M. FREITAS**, as "Lessor", and the
7 **COUNTY OF RIVERSIDE**, a Political Subdivision of the State of California, as
8 "County".

9 **1. Recitals**

10 a. Lessor and County have entered into that certain Lease, dated as
11 of February 29, 2000, ("Original Lease") pursuant to which Lessor has agreed to lease
12 that certain building located at 4275 Lemon Street, Suite 251, in the City of Riverside,
13 California 92501, State of California, ("Building"), as more particularly shown on
14 Exhibit "A", attached hereto and made a part hereof.

15 b. The Original Lease has been amended by: That certain First
16 Amendment to Lease dated October 3, 2000, by and between County of Riverside, and
17 David R. and Geneva A. Barton, Lessors, (the "First Amendment").

18 c. The First Amendment has been amended by: That certain
19 Second Amendment to Lease dated May 7, 2002, by and between County of
20 Riverside, and Todd Turoci, successor in interest to David R. and Geneva A. Barton,
21 Lessor's (the "Second Amendment").

22 d. The Second Amendment has been amended by: That certain
23 Third Amendment to Lease dated June 20, 2006, by and between County of Riverside,
24 and Frank C. Freitas and Eleanor M. Freitas, successors in interest to Todd Turoci,
25 Lessor (the "Third Amendment").

26 e. The Original Lease as heretofore, currently, or hereafter amended,
27 shall hereafter be referred to as the "Lease". NOW THEREFORE, for good and
28 valuable consideration the receipt and adequacy of which is hereby acknowledged, the

1 parties agree as follows:

2 **2. Capitalized Terms: Fourth Amendment to Prevail.** Unless defined
3 herein or the context requires otherwise, all capitalized terms herein shall have the
4 meaning defined in the Lease, as heretofore amended. The provision of this Fourth
5 Amendment shall prevail over any inconsistency or conflicting provision of the Lease,
6 as heretofore amended, and shall supplement the remaining provision thereof. The
7 Lease remains in full force and effect except to the extent amended by this Fourth
8 Amendment.

9 **3. Rent During Extended Term:** Section 2 of the Third Amendment to
10 Lease shall be amended as follows: County shall pay to Lessor the monthly sums as
11 rent for the Leased premises during the term of this Lease as indicated below:

12

<u>Amount</u>	<u>Year</u>
\$2,511.00	07/01/11 to 06/30/12
\$2,586.33	07/01/12 to 12/31/12

16

17 **4. Annual Increase:** Section 5 (b) of the Lease shall be amended as
18 follows. The annual rent shall be increased annually by three percent (3%). Three
19 percent (3%) shall hereafter be defined as the "Annual Increase".

20 **5. Term:** Section 1 of the Third Amendment to Lease shall be amended as
21 follows: The term of this Lease shall be extended eighteen (18) months commencing
22 on July 1, 2011 and terminating December 31, 2012 ("Extended Term"). December 31,
23 2012 shall hereafter be defined as the "Expiration Date".

24 **6. Description:** Section 1 of the Lease shall be amended as follows:
25 Parties agree that the square footage of the Total Leased Premises has decreased by
26 826 square feet, due to re-measurement of leased premises by Lessor, as per BOMA
27 standards. Parties also agree that hereinafter the total leased square footage consists
28 of 1,674 square feet, as shown on Exhibit "A". Exhibit "A" consisting of 1,674, shall

1 hereafter be defined as the "Square Footage" for Suite 251.

2 7. Except as modified or supplemented by this Fourth Amendment to Lease,
3 all provisions of the Lease remain in full force and effect.

4 8. This Fourth Amendment to Lease shall not be binding or consummated
5 until its approval by the Board of Supervisors of Riverside County.

6 Dated: _____

7 **ELEANOR M. FREITAS**

8
9 By: Eleanor M Freitas
10 Lessor

11
12 By: _____

13 **COUNTY OF RIVERSIDE**

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

18 By: Bob Buster
19 Bob Buster
20 Chairman, Board of Supervisors

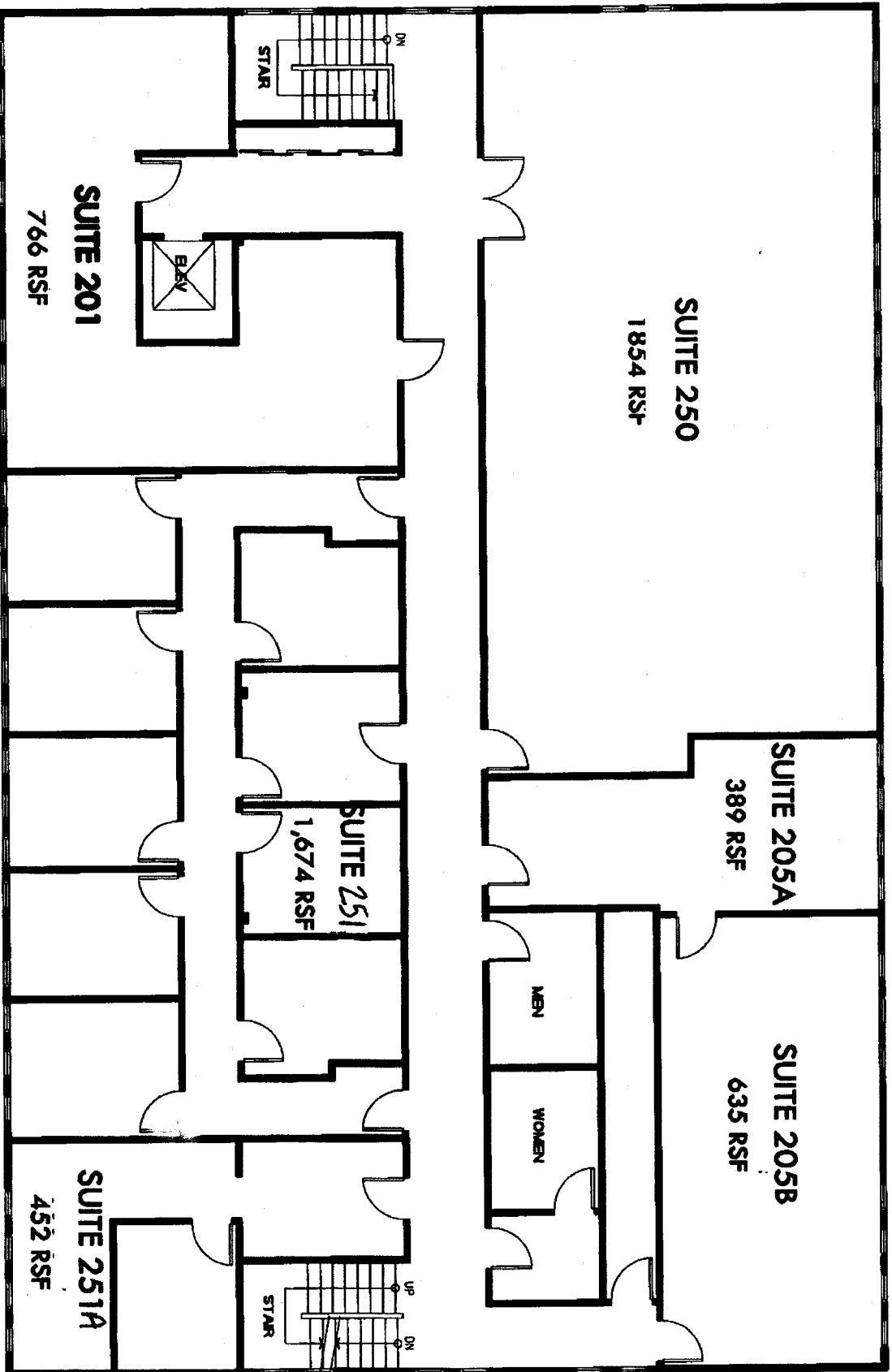
21 By: Karen [Signature]
22 Deputy

23 **APPROVED AS TO FORM:**
24 PAMELA J. WALLS, County Counsel

25 By: Synthia M. Gunzel
26 Synthia M. Gunzel
27 Deputy County Counsel

28 CC:ad/052511/RV251/14.149 S:\Real Property\TYPING\Docs-14.000 to 14.499\14.149.doc

4275 LEMON ST RIVERSIDE, CALIFORNIA



FEBRUARY 23, 2010

SECOND FLOOR

0 5 20

DESIGN
INTERIOR PLANNING
& DESIGN
TEL: (949) 757-6996