

622



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

FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
January 19, 2012

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

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

BACKGROUND: (Commences on Page 2)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 1/19/12
SAMUEL WONG

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 4,013	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 148	Budget Adjustment:	No
	Annual Net County Cost:	\$ 13,812	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Federal 52.46%, State 43.85%, County 3.69%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

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

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: January 31, 2012
xc: EDA, DPSS, Auditor

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

Prev. Agn. Ref.: 3.39 of 5/26/92; 3.21 of 11/10/92;
3.10 of 3/22/94; 3.21 of 8/26/03; 3.16 of 5/25/04; 3.15
of 2/6/07; 3.19 of 10/30/07; 3.34 of 5/4/10

District: 5

Agenda Number: 3.9

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 12-23-11
DATE: _____
SYNTHIA M. GUNZEL
County Counsel

By: Susan Loew
Susan Loew, Director
Department of Public Social Services

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

BACKGROUND:

The County of Riverside entered into a Lease Agreement on May 26, 1992, on behalf of the Department of Public Social Services (DPSS) for the facility located at 2055 N. Perris Blvd. Suites B1 & C5, Perris, California. At the request of DPSS, the Real Estate Division of the Economic Development Agency (EDA) has negotiated an eighteen month extension effective January 1, 2012. DPSS is considering relocating staff in the Perris area and this short term extension will provide the necessary time to complete an evaluation of the proposed relocation.

Lessor:	Juhn Rialto Investment, LLC 9030 E. Blair Street Rosemead, California 92770	
Premises Location:	2055 N. Perris Blvd., Suites B1 & C5 Perris, California	
Term:	Eighteen (18) months	
Size:	16,250 square feet	
Rent:	Current	New
	\$1.68 per sq. ft.	\$1.72 per sq. ft.
	\$27,348.75 per month	\$27,895.73 per month
	\$328,185.00 per year	\$334,748.76 per year
Rental Adjustment:	Two percent (2%)	
Utilities:	County pays electric and telephone, Lessor pays all others	
Maintenance:	Provided by Lessor	
Custodial:	Provided by Lessor	
Termination:	Sixty day written notice	
Improvements:	N/A	
RCIT:	N/A	

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

FINANCIAL DATA:

All associated costs for this Seventh Amendment to Lease will be fully funded through the DPSS budget. The DPSS has budgeted these costs in FY2011/12. While EDA will front the costs for the Seventh Amendment with the property owners, the DPSS will reimburse EDA for all associated costs.

Attachments: Exhibit A, Exhibit B, Seventh Amendment to Lease

Exhibit A

DPSS Lease Cost Analysis FY2011/12 2055 N. Perris Blvd., Suites B1 - C-5, Perris, California

Total Square Footage to be Leased:

BUDGETED AMOUNTS

Current office: 16,250 SQFT
Total Budgeted Lease Cost for FY 2011/12 \$ 327,600.00

ACTUAL AMOUNTS

Current Office: 16,250 SQFT

Approximate Cost per SQFT (July -Dec) \$ 1.68
Approximate Cost per SQFT (Jan - Jun) \$ 1.72

Lease Cost per Month (July -Dec) \$ 27,348.75
Lease Cost per Month (Jan - June) \$ 27,895.73

Total Lease Cost (July -Dec) \$ 164,092.50
Total Lease Cost (Jan - June) \$ 167,374.38
Total Actual Lease Cost for FY 2011/12 \$ 331,466.88
Total Lease Cost Variance for FY 2011/12 \$ 3,866.88

Estimated Additional Costs:

BUDGETED AMOUNTS

Utility Cost per Square Foot \$ 0.12
Estimated Utility Costs per Month \$ 1,950.00
Total Budgeted Additional Cost for FY 2011/12 \$ 23,400.00

EDA Lease Management Fee (Based @ 3.79%) \$ 12,416.04
Total Estimated Additional Cost Included In Budget for FY 2011/12 \$ 35,816.04

ACTUAL AMOUNTS

Utility Cost per Square Foot \$ 0.12
Costs per Month (July -Jun) \$ 1,950.00
Total Estimated Actual Utility Cost for FY 2011/12 \$ 23,400.00

EDA Lease Management Fee (Based @ 3.79%) \$ 12,562.59
Total Estimated Additional Actual Cost for FY 2011/12 \$ 35,962.59

Total Estimated Additional Cost Variance for FY 2011/12 \$ 146.55

TOTAL ESTIMATED COST FOR FY 2011/12 \$ 4,013.43

TOTAL COUNTY COST 3.69% \$ 148.10

Exhibit B

DPSS Lease Cost Analysis FY2012/13 2055 N. Perris Blvd., Suites B1 & C5, Perris, California

Current Square Feet Occupied:

Office:	16,250 SQFT		
Cost per Square Foot: (July 1, 2012 - Dec 31, 2012) \$	1.72		
Cost per Square Foot: (Jan 1, 2013 - Jun 30, 2013) \$	1.75		
Lease Cost per Month (July 1, 2012 - Dec 31, 2012)		\$	27,895.73
Lease Cost per Month (Jan 1, 2013 - Jun 31, 2013)		\$	28,453.64
Lease Cost (July - Dec)		\$	167,374.38
Lease Cost (Jan - June)		\$	170,721.84
Total Estimated Lease Cost for FY 2012/13		\$	338,096.22

Estimated Utility Costs:

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month (July 1, 2012 - June 30, 2013)		\$	<u>1,950.00</u>
Total Estimated Additional Cost for FY 2012/13		\$	23,400.00
EDA Lease Management Fee (Based @ 3.79%)		\$	<u>12,813.84</u>
TOTAL ESTIMATED COST FOR FY 2012/13		\$	<u>374,310.06</u>
TOTAL COUNTY COST 3.69%		\$	13,812.04

1 **SEVENTH AMENDMENT TO LEASE**

2 **2055 N. Perris Blvd, Suites B1-C5**

3 **Perris, California**

4
5 This **SEVENTH AMENDMENT TO LEASE** (Seventh Amendment) is made as of
6 January 31, 2012 by and between the **COUNTY OF RIVERSIDE**, a political
7 subdivision of the State of California, County, and **JUHNS RIALTO INVESTMENTS, LLC**,
8 Lessor as successor in interest to **Missouri Plaza, LLC**, a **Missouri Limited Liability**
9 **Company**.

10 **1. Recitals.**

11 a. County and Winston Perris, a California Limited Partnership., entered
12 into that certain lease dated May 26, 1992, (the Original Lease) pursuant to which County
13 leased a portion of that certain building located at 2055 N. Perris Blvd., Suites B1-C5, Perris,
14 California (the Building), as more particularly shown on Exhibit A, attached hereto and made a
15 part hereof.

16 b. The Original Lease has been amended by:

17 i. That certain First Amendment to Lease dated November 10,
18 1992, by and between Winston Perris, a California Limited Partnership and County (the First
19 Amendment).

20 ii. That certain Second Amendment to Lease dated March 22, 1994,
21 by and between Winston Perris, a California Limited Partnership, and County (the Second
22 Amendment).

23 iii. That certain Third Amendment to Lease dated August 26, 2003,
24 by and between 2055 N. Perris Blvd. Trust, as successor in interest to Winston Perris, a
25 California Limited Partnership and County (the Third Amendment).

26 iv. That certain Fourth Amendment to Lease dated May 25, 2004, by
27 and between Missouri Plaza, LLC, a Missouri Limited Liability Company, as successor in
28 interest to 2055 N. Perris Blvd. Trust, and County (the Fourth Amendment).

1 v. That certain Fifth Amendment to Lease dated February 6, 2007,
2 by and between Missouri Plaza, LLC, a Missouri Limited Liability Company and County (the
3 Fifth Amendment.)

4 vi. That certain Sixth Amendment to Lease dated May 4, 2010, by
5 and between Juhns Rialto Investments, LLC, as successor in interest to Missouri Plaza, LLC, a
6 Missouri Limited Liability Company and County (the Sixth Amendment.)

7 c. The Original Lease, as heretofore, currently, or hereafter amended, shall
8 hereafter be referred to as the "Lease".

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

11 **2. Capitalized Terms:** Seventh Amendment to Prevail. Unless defined herein or
12 the context requires otherwise, all capitalized terms herein shall have the meaning defined in
13 the Lease, as heretofore amended. The provisions of this Seventh Amendment shall prevail
14 over any inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall
15 supplement the remaining provisions thereof. The Lease remains in full force and effect except
16 to the extent amended by this Seventh Amendment.

17 **3. Lease Term.** Section 3 of the Sixth Amendment to Lease shall be amended as
18 follows: The term of this Lease shall be extended eighteen months commencing on January
19 1, 2012, and terminating on June 30, 2013.

20 **4. Rent.** Section 4 of the Sixth Amendment to Lease shall be amended as
21 follows: Monthly rent shall be paid as follows through the extended term:

22 January 1, 2012 through December 31, 2012 \$27,895.73

23 January 1, 2013 through June 30, 2013 \$28,453.64

24 **5. Options to Terminate.** Section 5 of the Sixth Amendment to Lease shall be
25 deleted in its entirety and replaced with the following: County shall have the right to terminate
26 this lease by giving Lessor sixty days' notice thereof in writing. Rent shall be paid through the
27 termination date.

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6. Except as modified or supplemented by this Seventh Amendment to Lease, all provisions of this Lease shall remain in full force and effect.

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

Dated: JAN 31 2012

JUHNS RIALTO INVESTMENT, LLC

By: H. Y. Juhn
Juhn Hyunyoung, Manager

COUNTY OF RIVERSIDE

By: [Signature]
John Tavaglione, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: [Signature]
Deputy

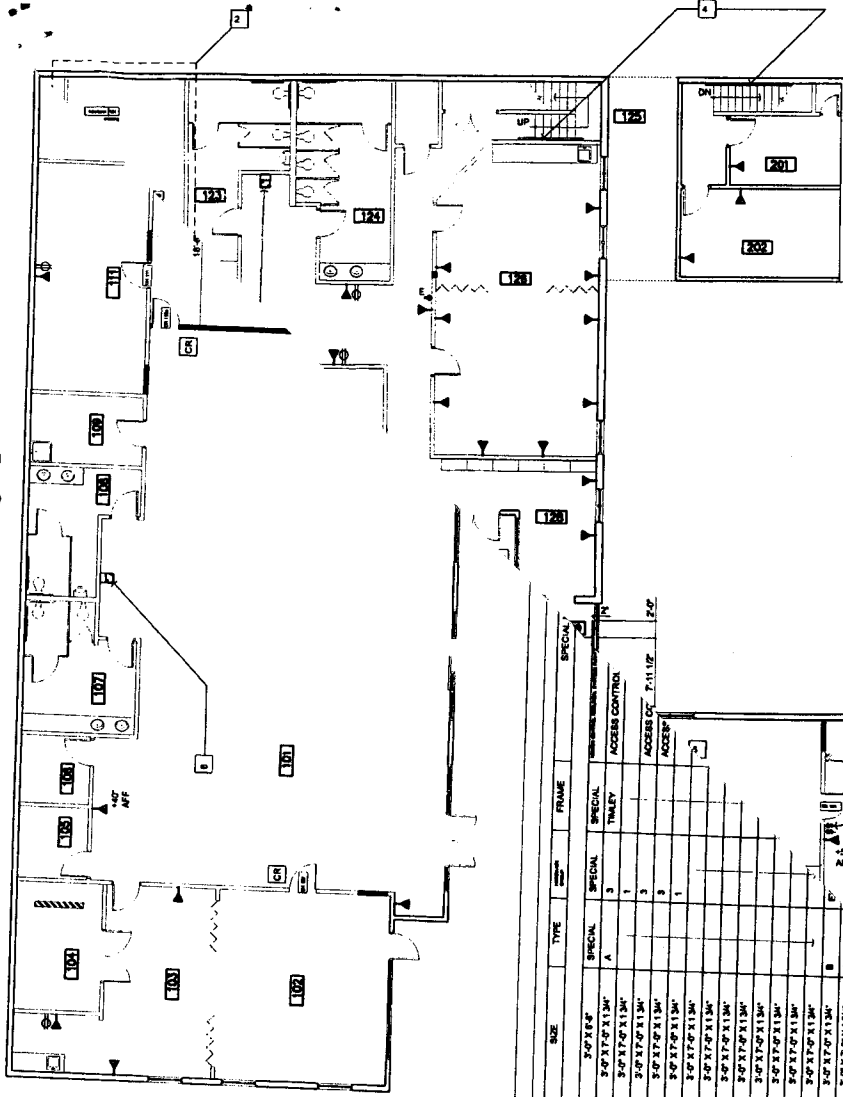
APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

TW:ra/120611/PR008/14.464 S:\Real Property\TYPING\Docs-14.000 to 14.499\14.464.doc

EXHIBIT "A"



DOOR #	SIZE	TYPE	FRAME	SPECIAL
DR 101	3'-0" X 7'-0"	SPECIAL		
DR 102	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 103	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 104	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 105	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 106	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 107	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 108	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 109	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 110	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 111	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 112	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 113	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 114	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 115	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 116	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 117	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 118	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 119	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 120	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 121	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 122	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 123	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 124	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 125	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 126	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 127	3'-0" X 7'-0" X 1.34"	SPECIAL		
DR 128	3'-0" X 7'-0" X 1.34"	SPECIAL		

HARDWARE GROUPS
 1) 3'-0" BUTTS, ENTRY FUNCTION LOCK (EFL)
 STANDARD MANUFACTURE & FINISH
 2) 3'-0" BUTTS, PUSH - PULL DOOR
 BUILDING STANDARD MANUFACTURE
 3) 3'-0" BUTTS, ENTRY FUNCTION
 FOR ACCESS CONTROL - C
 BUILDING STANDARD MANUFACTURE

NOTE: ALL DOORS
 HARDWARE TO

DESIGNER: FLOOR PLAN

ACCOUNT MANAGER: Sandy Partridge

DATE: August 10, 2000

SCALE: 1/8" = 1'-0"

CAD FILENAME: D005 - Paris - IT a.1.1

DATE: _____

Revisions	Date
	8/10/00



ISS
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