

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



1973

SUBMITTAL DATE:
August 1, 2016

FROM : RUHS - Public Health and
ECONOMIC DEVELOPMENT AGENCY (EDA)::

SUBJECT: First Amendment to Lease, RUHS-Public Health, Custodial Services, District 1,
CEQA Exempt, [\$170,709], 100% RUHS - Public Health

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), the common sense exemption;
2. Approve the First Amendment and authorize the Chairman of the Board to execute the First Amendment 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 of the project.

Policy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$14,640	\$16,448	\$170,709	\$
NET COUNTY COST	\$0	\$0	\$0	\$
SOURCE OF FUNDS: 100% RUHS – Public Health			Budget Adjustment:	No
			For Fiscal Year:	2016/17 – 2018/19

C.E.O. RECOMMENDATION:

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: Benoit
Date: November 1, 2016
xc: EDA, RUHS-Public Health, Recorder

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

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BACKGROUND:

Summary

On July 29, 2008, the Board of Supervisors approved a Lease for the County to lease approximately 48,442 square feet of warehouse and office space. RUHS - Public Health along with other Public Health branches share the Warehouse to effectively distribute equipment and supplies in a natural disaster. RUHS Health was one of the branches that shared office space with Public Health, and in exchange RUHS Health provided custodial services for the premises. Recently RUHS Health has moved from this site and no longer provides custodial services to the premises.

In order to assist RUHS – Public Health to obtain custodial service for the premises, EDA Real Estate has negotiated for the Lessor to provide custodial services for the premises. The Lessor has agreed to hire a reputable custodial company to provide RUHS Public Health with Custodial Services, including paper products and cleaning supplies as per Exhibit "E" of County Lease. In return County will compensate Lessor for providing custodial services by paying additional rent in the amount of \$2,100.00 per month for the remainder of the term of the lease. This results in a rent increase of \$0.04 cents per square feet on the current rate. No other terms of the lease have been revised. The lease revisions are summarized as follows:

Location: 14539 Innovation Drive, Riverside

Lessor: Donald E. Russell, Falcon Business Park LLC, a California limited liability company

Size: Total Warehouse size is 48,442 square feet

Term: Three years remain on the original term of the lease. March 11, 2019 is the expiration date. Custodial services estimated to commence on October 18, 2016, upon approval by Board of Supervisors

Rent:	Current	New
	\$ 0.76 per square feet	\$ 0.80 per square feet
	\$ 36,640.17 per month	\$ 38,740.17 per month
	\$ 439,682.04 per year	\$464,882.04 per year

Tenant

Improvement: \$7,340.04 per month for the remainder of the lease term
(from original lease agreement)

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Annual
Escalator: Three percent on rent only

Custodial: Lessor to provide

Impact on Residents and Businesses

RUHS – Public Health and supporting branches remaining at this site will continue to distribute emergency equipment, medical supplies and assistance to the neighboring community in the event of a natural disaster. RUHS – Public Health will budget these costs in FY2016/17 and will reimburse EDA for all lease costs on a monthly basis.

Attachments:
Exhibits A, B & C
Lease
Notice of Exemption
Aerial Image

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1 **FIRST AMENDMENT TO LEASE**

2 **RUHS – PUBLIC HEALTH**

3 14539 Innovation Drive

4 Riverside, California 92518

5 This **FIRST AMENDMENT TO LEASE** (“**First Amendment**”) dated as of
6 *November 1, 2016* entered between the **COUNTY OF RIVERSIDE**, a political
7 subdivision of the State of California, (“**County**”) and **FALCON BUSINESS PARK LLC**,
8 a California limited liability company, (“**Lessor**”), sometimes collectively referred to as
9 the (“**Parties**”).

10 **1. Recitals.**

11 Lessor and County entered into that certain lease dated July 29, 2008 (the
12 “**Lease**”), pursuant to which Lessor agreed to lease to County and County agreed to
13 lease from Lessor a portion of that certain building located at 14539 Innovation Drive,
14 Riverside, California, APN 297-231-014-5, under the jurisdiction the March Joint
15 Powers Authority (the “**JPA**”), (the “**Building**”), as more particularly described in the
16 Lease (the “**Premises**”).

17 **WHEREAS**, the Parties now desire to amend the Lease to include custodial
18 services, and County shall compensate Lessor to provide the custodial services.

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

21 **2. Rent.** Section 5.1 of the Lease is hereby amended by the following:

22 **5.1.1 Rent.** Effective October 18, 2016 through the expiration of the lease term
23 County shall compensate Lessor for providing custodial services in connection with the
24 Leased Premises along with the current Rent per Section 5.1, County shall pay
25 additional Rent of two thousand, one hundred dollars even (\$2,100.00) per month.

26 **3. Custodial.** Section 8.1 of the Lease is hereby deleted in its entirety and
27 amended by the following:

28 NOV 01 2016

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1 **8.1 Custodial Services.** Lessor shall provide, or cause to be provided, and pay
2 for all custodial services in connection the office portion of the Leased Premises and
3 such services shall be provided as set forth in the attached Exhibit "E". The custodial
4 company providing such custodial services will perform background checks through
5 LiveScan or in the manner specified by County, of qualified permanent and temporary
6 employees to determine their suitability for employment. The provider will be bonded in
7 the sum of \$10,000.00, and proof of such insurance, as supplied by the Lessor, shall
8 be furnished prior to commencement of services to County. In addition to bonding as
9 required herein, Lessor shall also receive proof of statutory workers compensation
10 insurance, commercial general liability and vehicle liability insurance from the provider
11 of any custodial functions performed at the Premises location.

12 **8.2 County's Right to provide Custodial Service and Deduct Cost.** If County
13 provides written notice to Lessor of an event or circumstance that requires the action of
14 Lessor with respect to the custodial services as set forth in Section 8.1 and Exhibit "E",
15 and Lessor fails to provide such action as required by the terms of this Lease within
16 three (3) days of County's notice, County may take the required action to provide
17 custodial services by its staff or those of custodial contractor if: (1) County delivers to
18 Lessor an additional written notice advising Lessor that County intends to take the
19 required action if Lessor does not begin the required action within forty-eight (48) hours
20 after the written notice; and (2) Lessor fails to begin the required work within this forty-
21 eight (48) hour period. Upon demand by County, Lessor shall promptly reimburse
22 County the actual cost and expenses thereof, provided said costs and expenses are
23 reasonable and not to exceed \$2,100.00 per month. Should Lessor fail to promptly pay
24 the cost and expenses, County may deduct and offset that amount from Rent payable
25 under this Lease. For purposes of the Section, notice given by fax or email shall be
26 deemed sufficient.

1 **4. MISCELLANEOUS.** Except as amended or modified herein, all the terms of the
2 Lease shall remain in full force and effect and shall apply with the same force and
3 effect. If any provisions of the First Amendment or the Lease shall be determined to be
4 illegal or unenforceable, such determination shall not affect any other provision of the
5 Lease and all such other provisions shall remain in full force and effect. Neither this
6 First Amendment, nor the Lease, nor any notice nor memorandum regarding the terms
7 hereof, shall be recorded by County.

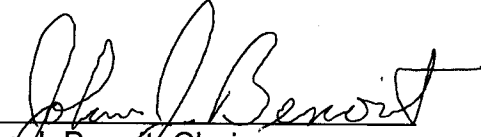
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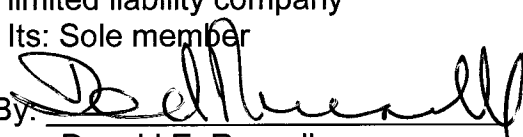
1 **5. Effective Date.** This First Amendment shall not be binding or consummated
2 unit its approval by both the Lessor and the Chairman of the Riverside County Board of
3 Supervisors.

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5 **IN WITNESS WHEREOF,** the parties have executed this First Amendment to
6 Lease as of the date first written above.

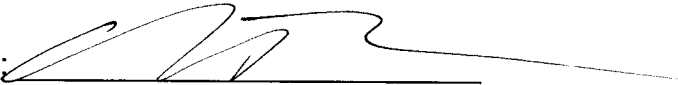
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8 **Lessee:**
9 **COUNTY OF RIVERSIDE**

Lessor:
FALCON BUSINESS PARK LLC, a
California limited liability company
By: Falcon BP II, LLC, a California
limited liability company
Its: Sole member

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11
12 By: 
13 John J. Benoit, Chairman
14 Board of Supervisors

15
16 By: 
17 Donald E. Russell
18 Managing Member

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20 **APPROVED AS TO FORM:**
21 Gregory P. Priamos, County Counsel

22
23 By: 
24 Todd Frahm
25 Deputy County Counsel

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27 **ATTEST:**
28 **KECIA HARPER-JHEM, Clerk**
By: 
DEPUTY

**COUNTY OF RIVERSIDE
Economic Development Agency
Real Estate Division**

**CUSTODIAL SERVICES REQUIREMENTS
FOR LEASED FACILITIES**

1. Background checks shall be performed, in a manner specified by County, of all qualified permanent and temporary employees.
2. Provide all required services and supplies.
3. Perform services five days a week during the hours of 8:00 am to 5:00 pm only.
4. Provide and replace all fluorescent light tubes and incandescent light bulbs using only those types of tubes and bulbs that are energy efficient as indicated by manufacturer. Fixture reflectors shall be wiped clean with each relamping.
5. Lessor and custodial staff shall be responsible for key control. Issuing keys to workers, collecting said keys at shift end and retrieving keys at the end of custodian's employment. If keys are lost, stolen or misplaced, rekeying costs are landlord's responsibility.
6. **SPECIFIC SERVICES** – Frequency and coverage:
 - A. **Daily:**
 1. Rest Rooms:

Empty all trash containers, refill dispensers, damp mop floors, clean, sanitize and polish all plumbing fixtures, chrome fittings, flush rings, drain and overflow outlets, clean and polish mirrors, clean wall adjacent to hand basins/urinals, dust metal partitions, remove finger prints from walls, switches, etc.
 2. Lobby Area – Main Corridors – Stairways:

Remove trash, vacuum, vacuum/damp mop tile, clean lobby and entrance doors, clean and sanitize drinking fountains.
 3. Employee Break Rooms/Kitchen:

Remove trash from building and deposit in dumpster, vacuum rugs and carpet, wipe spills, mop tile floor, remove fingerprints from doors, light switches, etc., and refill dispensers.
 4. General and Private Areas:

Remove trash, vacuum carpets, mop tile floors, spot clean interior partition glass, clean counter tops and blackboards, dust desks,

conference tables, credenza/file cabinets and bookcases.

5. Building Security:

- a. Turn off all lights (except security and night lights).
- b. Close windows.
- c. Reset alarms and lock all doors.

B. Weekly – All Areas:

Polish buff hard resilient floors in traffic areas, spot clean carpeted areas.

Dust all high and low horizontal surfaces, including sills, ledges, moldings, shelves, locker tops, frames and file cabinets, damp wipe plastic and leather furniture.

Remove fingerprints from doors, elevator walls and controls, frames and light switches in office areas, clean and polish bright metal to 70" height, clean and sanitize waste containers in rest rooms and break rooms.

C. Monthly – All Areas:

Clean interior glass partitions/doors, dry dust wood paneling, remove dust/cobwebs from ceiling areas.

Spray buff resilient/hard floor areas, detail vacuum carpet edges, under desk/office furniture.

D. Quarterly – All Areas:

Spray buff resilient and hard surface floors and apply floor finish.

Clean interior/exterior windows, clean/polish office furniture, damp clean diffuser outlets in ceiling/wall, wash waste containers, clean/dust blinds, wash sanitize.

E. Semi-Annually – All Areas:

1. All Areas:

- a. Clean and polish all baseboards.
- b. Damp clean lobby and reception chairs.
- c. Clean carpeted surfaces-use a water extraction method.

F. Annually – All Areas:

1. All resilient and hard surface floors:

- a. Move furniture, strip, seal and apply floor finish to all resilient and hard surface floors.