



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

D-22

For the meeting of: September 20, 2016

Date: August 22, 2016

To: Board of Supervisors

From: Connie Beck, Director *P.S. I'm Connie Beck*
 Department of Health and Human Services – Social Services

Subject: First Amendment to Lease at 231 Second Street, Suites 301 and 303 with Pacific Partners Property Management, Inc.

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approves and authorizes the Chair of the Board to sign two (2) originals of the first amendment to the lease located at 231 Second Street, Suites 301 and 303 with Pacific Partners Property Management, Inc. (Lessor) to include leased premises at 231 Second Street, Suite 100 and 134 D Street, Suites 101 and 302 for the period effective October 1, 2016 through December 31, 2018; and
2. Directs the Clerk of the Board to return one (1) executed original of the Lease to the Public Works-Real Property Agent for transmittal to Lessor.

SOURCE OF FUNDING:

Social Services Fund

Prepared by: Michelle Tucker, ASO

CAO Approval

REVIEW:

Auditor *MBH* County Counsel _____ Human Resources *KW* Other _____

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

PREVIOUS ACTION/REFERRAL

Board Order No. D-8 & 9, C-14 & 15, C-8 & 9, C-19 & 22, C-11 & 12, C-9 & 10
 Meeting of: 10/21/2008, 05/17/2011, 07/12/2011, 07/17/2012, 08/13/2013,
 07/22/2014, 7/22/2014, 12/15/15

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell* Seconded by Supervisor *Bass*

Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*
 Nays _____
 Abstain _____
 Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *Sept. 20, 2016*

By: *Kathy Hayes*
 Kathy Hayes, Clerk of the Board

DISCUSSION:

DHHS has leased office space at 231 Second Street, Suites 301 and 303 since January 5, 2010. (The original Lessor of the property was JLPREO, LLC). On December 15, 2015, the Board approved the current lease with Lessor, Pacific Partners Property Management, Inc. (PPPM) for the period of January 1, 2016 through December 31, 2018. The county has the option to extend the Lease for two (2) additional one (1) year terms by giving a sixty (60) day written notice to the Lessor.

DHHS has also leased space in the same building from the previous Lessor, JLPREO, LLC, at 231 Second Street, Suite 100 and 134 D Street, Suites 101 and 302 since October 21, 2008 and November 1, 2008, respectively. Both leases were subsequently amended and their current terms both expire September 30, 2016.

The proposed first amendment to the lease at 231 Second Street, Suites 301 and 303, includes the leased premises at 231 Second Street, Suite 100 and 134 D Street, Suites 101 and 302, thereby combining three separate leases into one lease with the current Lessor, PPPM. The commencement for the term for the additional leased premises shall become effective on October 1, 2016. The initial term of this proposed amended Lease shall terminate on December 31, 2018.

DHHS-Children and Family Services utilizes the office space located at 231 Second Street, Suite 100, 231 Second Street, Suites 301 and 303, and 134 D Street, Suites 101 and 302 as a visitation center for court ordered visits between dependent children and their parents, and to co-locate staff. The site is staffed with an integrated team of Mental Health clinicians and case managers, a Public Health nurse, multiple Child Welfare Services social workers, and program staff who work together to provide comprehensive Mental Health and Public Health services to foster children. This office space is in close proximity to other community services and public transportation. DHHS continues to require space at these locations.

Therefore, DHHS recommends that the Board approves the first amendment to the lease at 231 Second Street, Suites 301 and 303, Eureka with PPPM to include the office space located at 231 Second Street, Suite 100 and 134 D Street, Suites 101 and 302 for the period effective October 1, 2016 through December 31, 2018.

FINANCIAL IMPACT:

The monthly rental cost for the amended lease will be Seven Thousand Eighty-Four Dollars (\$7,084.00) for approximately 5,485 square feet which represents an approximate cost of \$1.29 per square foot. The Lessor pays water, sewer, trash removal and janitorial services to the premises. County pays for gas, electricity and communications. The current monthly rent is included in the approved budget for fiscal year (FY) 2016-17 in Budget Units 1160-511. There is no impact on the county General Fund.

Approving this first amendment to the lease supports the Board's Strategic Framework by managing resources to ensure sustainability of services and creating opportunities for improved health and safety, and protecting vulnerable populations.

OTHER AGENCY INVOLVEMENT:

Public Works – Real Property Division

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose not to approve this first amendment to lease; however, this is not recommended because DHHS would need to find alternative suitable office space.

ATTACHMENTS:

1. Copy of lease at 231 Second Street, Suites 301 and 303 with Pacific Partners Property Management, Inc.
2. First Amendment to Lease at 231 Second Street, Suites 301 and 303 with Pacific Partners Property Management, Inc. (2 originals)

ORIGINAL

FIRST AMENDMENT TO LEASE

This Amendment to the Lease entered into on December 15, 2015 by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called COUNTY and PACIFIC PARTNERS PROPERTY MANAGEMENT, INC., hereinafter called LESSOR, is entered into this 20th day of September, 2016.

WHEREAS, the parties entered into a Lease for the use of the premises at 231 Second Street, Suites 301 and 303, for the purpose of office space; and

WHEREAS, the parties also entered into a lease for the use of the premises at 231 Second Street and a lease for the use of the premises at 134 D Street, Suites 101 and 302; and

WHEREAS, the parties agree to allow the leases for 231 Second Street and 134 D Street, Suites 101 and 302, to expire at the end of the term on September 30, 2016; and

WHEREAS, COUNTY and LESSOR desire to amend the lease for 231 Second Street, Suites 301 and 303, to include leased premises at 231 Second Street and 134 D Street, Suites 101 and 302 as specified.

NOW, THEREFORE, it is mutually agreed as follows:

1. Paragraph 1, PREMISES, of the Lease is amended to read as follows:

LESSOR leases to COUNTY and COUNTY leases from LESSOR the following described premises located in Eureka, County of Humboldt, State of California:

Approximately 5,485 square feet of building located at 231 2nd Street, Suites 100, 101, 301, 302, and 303, Eureka, California. The premises are located on the parcel identified as Assessor's Parcel Number 001-053-004, as shown on Exhibit A which is attached hereto and incorporated herein. The leased premises shall also include the non-exclusive use of the restrooms.

2. Paragraph 4, TERM OF LEASE, subsection A is amended to read as follows:

- A. The initial term of this Lease shall commence on January 1, 2016 and shall terminate on December 31, 2018. The commencement for the term for the additional leased premises shall become effective on October 1, 2016 and shall terminate on December 31, 2018.

3. Paragraph 5, RENT, of the Lease is amended to read as follows:

- A. COUNTY shall pay to LESSOR rent for the leased premises a monthly rental as follows:

Seven Thousand Eighty Four Dollars (\$7,084.00.00).

Should COUNTY elect to exercise each option, COUNTY shall pay to LESSOR as rent for the leased premises at said address a monthly rental as follows:

FIRST AMENDMENT TO LEASE

January 1, 2019 through December 31, 2019, the amount of Seven Thousand Two Hundred Thirty-four Dollars (\$7,234.00)

January 1, 2020 through December 31, 2020, the amount of Seven Thousand Three Hundred Eighty Four Dollars (\$7,384.00)

- B. Rent shall be paid in advance on the first day of each month, except in the event that COUNTY'S occupancy shall commence on a day other than the first day of the month, the rent for the first partial month shall be prorated at one-thirtieth (1/30) of the rental rate for each calendar day the premises are ready for occupancy during such month.
4. Paragraph 19, PARKING, of the Lease is amended to read as follows:
- Leased premises shall include eleven (11) off-street parking spaces which are included in the rent in Paragraph 5 of the Lease. LESSOR shall be responsible for all maintenance and repair of the parking lot.
5. In all other respects the Lease between the parties entered into on December 15, 2015 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Lease dated December 15, 2015 on the date indicated above.

COUNTY OF HUMBOLDT

**PACIFIC PARTNERS PROPERTY
MANAGEMENT, INC.**

BY:



CHAIRMAN

BOARD OF SUPERVISORS

BY:


(Secretary, Assistant Secretary, CFO,
Assistant Treasurer)

ATTEST:
(SEAL)

NAME:



BY:


(Chair. President, Vice President)

BY:


CLERK OF THE BOARD

NAME:



EXHIBIT A. SHEET 1 OF 2



