

COUNTY OF HUMBOLDT

AGENDA ITEM NO.

For the meeting of: December 11, 2007

Date:

November 16, 2007

To:

Board of Supervisors

From:

Phillip R. Crandall,

Social Services Fund (Fund 1160 Budget Unit 511)

Director, Department of Health and Human Services

Subject:

Second Amendment for lease at 600 West Clark Street in Eureka, California for

the Department of Health and Human Services.

RECOMMENDATIONS:

That the Board of Supervisors:

- 1. Approve the Second Amendment extending the lease executed on January 5, 1999 with Robert R. Jones, DBA PUBA Properties for office located at 600 West Clark Street Eureka, California; and
- 2. Authorize the Chairperson to execute the Second Amendment to the lease; and
- 3. Direct the Clerk of the Board to return one original executed Second Amendment to Real Property for transmittal to Lessor.

SOURCE OF FUNDING:

Prepared by Mark Magladry Administrative Analyst CAO Approval REVIEW: **Auditor** County Counsel Personnel Risk Manager TYPE OF ITEM BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT Consent Upon motion of Supervisor WC Departmental Seconded by Supervisor GEIST **Public Hearing** And unanimously carried by those members present, The Board hereby adopts the recommended action Other contained in this report. PREVIOUS ACTION/REFERRAL: Board Order No. __ Dated: Kathy Hayes, Meeting of:

Clerk of the Board

DISCUSSION:

The Department of Health and Human Services requests Board approval of the Second Amendment to the lease with Robert R. Jones, DBA PUBA Properties for office space located at 600 West Clark Street. The original lease was executed on January 5, 1999, with the First Amendment executed on April 13, 1999. The lease is set to expire on January 31, 2008. With the approval of the Second Amendment, the lease will extend through January 31, 2018.

The lease is for approximately 17,600 square feet of office space with off street parking. The area is used by the Department of Health and Human Services' Accounts Payable and Facilities Units and as a storeroom for Social Services' closed case records. Recently, the Department has been utilizing part of the space as a temporary office for workers who have been displaced due to the remodeling of other building space leased by the Social Services Branch at the Koster Street location. The monthly cost for the property during fiscal year 2007/2008 is \$11,067.58 or approximately \$0.65 per square foot.

This lease with Robert R. Jones, DBA PUBA Properties has a Consumer Price Index (CPI) Clause. This clause allows the annual rent to be adjusted during each year based on the percentage of increase in the revised Consumer Price Index, not to exceed five percent during any year.

The Department of Health and Human Services recommends the approval of the Second Amendment to this Agreement with DBA PUBA Properties. The office space is used for essential services and the Department requests the continuation of the Agreement.

FINANCIAL IMPACT:

The cost to Robert R. Jones DBA PUBA Properties is \$11,067.58 per month for the remainder of fiscal year 2007/2008. This cost was previously estimated and budgeted in Social Services Administrative Fund 1160 511 2-121 and will have no additional impact on the County General Fund.

OTHER AGENCY INVOLVEMENT:

Public Works Real Property and County Counsel

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board can choose not to authorize the amendment. If not authorized, the Department will need to find another site to house the services that currently utilize this office.

ATTACHMENTS:

- 1. Original lease executed January 5, 1999
- 2. First Amendment executed April 13, 1999

ORIGINAL

SECOND AMENDMENT TO LEASE

WHEREAS, the parties entered into a Lease for the use of the premises at 600 West Clark for the purpose of County offices; and

WHEREAS, COUNTY and LESSOR desire to extend the term of the Lease and to amend the Lease as specified.

NOW, THEREFORE, it is mutually agreed as follows:

1. Paragraph 4, TERM, of the Lease is amended to read as follows:

The term of this lease shall be extended for ten years (10) years, beginning February 1, 2008, and shall terminate on January 31, 2018.

If COUNTY should hold over for any reason after the expiration of this Lease, or any extension, that tenancy shall be from month-to-month only and not a renewal or extension of this Lease, subject to a thirty (30) day notice of termination by either party at any time during the hold over period. The month-to-month tenancy shall be subject to every other term, covenant, and condition in this Lease that is consistent with and not contrary to a month-to-month tenancy.

2. Paragraph 5, RENT, of the Lease is amended to include Section C to read as follows:

Beginning February 1, 2008, COUNTY shall pay to LESSOR as rent for the Leased premises a monthly rental of Eleven Thousand Sixty Seven Dollars and Fifty Eight Cents (\$11,067,58).

3. Paragraph 7, CPI CLAUSE, of the Lease is amended to read as follows:

Beginning on July 1, 2008 and each fiscal year thereafter during the term of this Lease, COUNTY will automatically increase or decrease the monthly rent payable under this Lease as defined in Paragraph 5. The new rental rate shall be determined by multiplying Eleven Thousand Sixty Seven Dollars and Fifty Eight Cents (\$11, 067.58) by one plus the percentage which the Consumer's Price Index, U.S. Bureau of Statistics, U.S. City Average, All Items Series A (1982-1984 = 100) Urban Wage Earners and Clerical Worker, for the preceding April increased over or decreased under the same Index for the month of April 2007, which shall be the base period. Notwithstanding any other provisions contained herein, no CPI adjustments will accrue or be paid during any agreed periods of free rent. In no event shall the monthly rent be less than Eleven Thousand Sixty Seven Dollars and Fifty Eight Cents (\$11,067.58). Regardless of the CPI percentage change, the increase or decrease for any one year will be no more than five percent (5%).

2. In all other respects the Lease between the parties entered into on January 5, 1999 and amended on April 13, 1999, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the

Lease dated January 5, 1999, and amended on April 13, 1999, on the date indicated above.

(SEAL)
ATTEST:

CLERK OF THE BOARD

COUNTY OF HUMBOLDT

Chair, Board of Supervisors

County of Humboldt State of California

APPROVED AS TO FORM: COUNTY COUNSEL

LESSOR:

ROBERT R. JONES

DEPUTY

By Robert R Jones
Title Owner

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POLICY NUMBER: I-680-5868W709-TIL-07

COMMERCIAL GENERAL LIABILITY ISSUE DATE: 12-27-06

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-TENANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SCHEDULE

Name of Tenant(s): COUNTY OF HUMBOLDT ATTN: RHONDA HOLLENBECK

825 FIFTH STREET, ROOM 103

EUREKA

CA 95501

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

B. PROVISIONS

- 1. SECTION II WHO IS AN INSURED-is amended to include as an insured the person or organization designated in the Schedule but only with respect to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of your ownership, operation, maintenance or use of those areas provided for the common use of your tenants.
- 2. Such insurance as is afforded by this endorsement does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" for which the Scheduled person(s) or organization(s) may be held liable by reason of their negligence.

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Page 1 of 1

FIRST AMENDMENT TO LEASI

This Amendment to the Lease entered into on January 5, 1999, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called COUNTY, and ROBERT R. JONES, dba PUBA Properties, a sole proprietorship, hereinafter called LESSOR, is entered into this _/3/1/_ day of __Que____, 1999.

WHEREAS, the parties entered into a Lease for the use of the premises at 600 West Clark Street, Eureka, California, for the purpose of County offices; and

WHEREAS, the Lease required LESSOR to make certain improvements to new premises for expansion of County offices; and

WHEREAS, LESSOR has completed the improvements to COUNTY'S satisfaction; and

WHEREAS, COUNTY took possession of the improved premises on February 23, 1999; and

WHEREAS, the Lease requires the parties to amend the Lease upon completion of the improvements; and

WHEREAS, COUNTY and LESSOR desire to amend the Lease as specified.

NOW, THEREFORE, it is mutually agreed as follows:

1. Paragraph 5 of the Lease is amended to read as follows:

5. RENT

COUNTY shall pay to LESSOR for the entire leased premises, described in Exhibits B and C, monthly rent as follows:

- A. A base rent of Seven Thousand Eight Hundred Twenty-Eight Dollars (\$7,828.00).
- B. Additional rent of One Thousand Three Hundred Forty-Five Dollars and twenty cents (\$1,345.20) to cover the cost of modifications completed pursuant to paragraph 9 of this Lease. The amount of \$1,345.20 is based on amortizing the modification costs over the period of February 23, 1999 through January 31, 2008. This additional rent is effective as of March 1, 1999. This additional rent is not subject to CPI adjustments.

Rent shall be paid in advance on the first day of each month, except in the event that Board approval commences 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.

2. Paragraph 8 of the Lease is amended to read as follows:

8. MODIFICATION COSTS AMORTIZATION

LESSOR has expended a capital sum of Ninety Five Thousand Dollars (\$95,000.00) for certain alterations and improvements to the premises described in Exhibit C. Said alterations and improvements are described in paragraph 9 and Exhibit D of this Lease. COUNTY will pay to LESSOR, as additional rent, a sum equal to the cost of the improvements plus interest at ten percent (10%) per annum to be paid monthly in an amount which will fully amortize the cost of the improvements over a period of time commencing upon the occupancy of the New Premises and terminating upon the expiration of the Lease. This additional rent is set forth in paragraph 5(b) of this First Amendment to Lease. COUNTY shall have the right, at any time during the term of this Lease, to pay LESSOR in cash the unamortized balance of the improvement costs together with interest accrued to the date of payment. The amount to be paid by COUNTY pursuant to this paragraph and pursuant to paragraph 5(b) shall not be included in the monthly rental for purposes of determining the CPI increase or decrease described in paragraph 7 of this Lease.

In all other respects the Lease between the parties entered into on January 5, 1999, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Lease dated January 5, 1999, on the date indicated above.

(SEAL)

ATTEST:

CLERK OF THE BOARD

APR 13 1999

APPROVED AS TO FORM:

COUNTY COUNSEL

LESSOR:

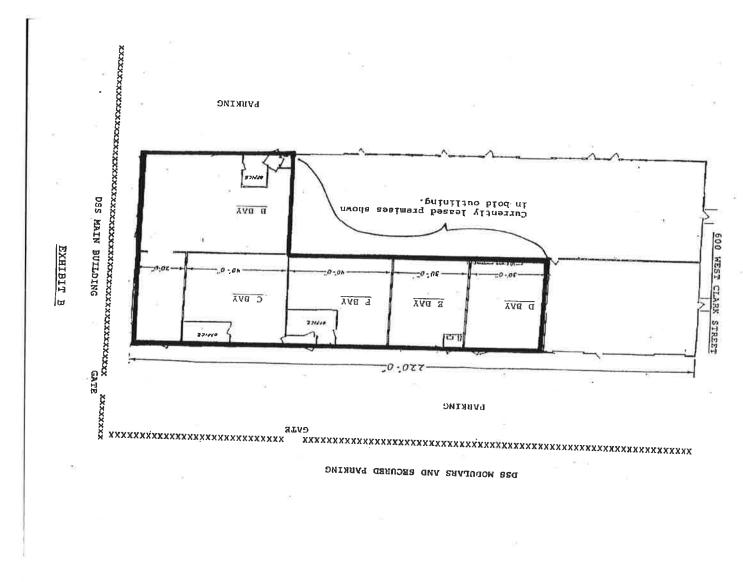
ROBERT R. JONES, dba PUBA Properties

County of Humboldt, State of California

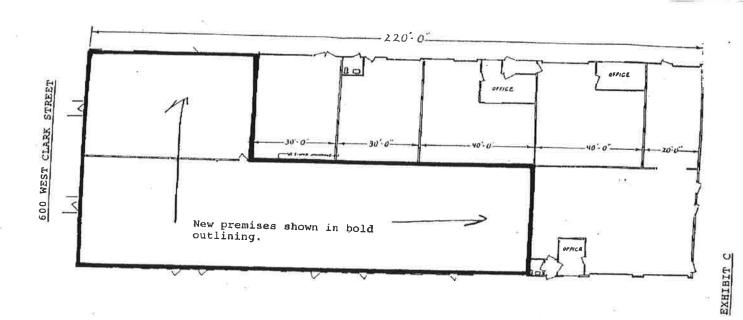
Chairman, Board of Supervisors

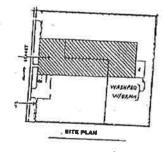
COUNTY OF HUMBOLDT

First Amendment to Lease - Page 2



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Agent Robert Jones	SCHEDULL		
	Buyer Humboldt County DSS		
LOAN START DATE 02/23/1999 FIRST PAYMENT DATE 03/01/1999 PAYMENT FREQUENCY (M) = Monthly INTEREST RATE 10.000 NUMBER OF PAYMENTS 107 ANNUAL INSURANCE PAYMENT 0.00 ANNUAL TAX PAYMENT 0.00	PURCHASE PRICE DOWN PAYMENT. INITIAL DEBT. INTEREST. PAYBACK. LOAN PAYMENT. TOTAL PAYMENT.	95,000.00 0.00 95,000.00 48,937.06 143,937.06 1,345.20 1,345.20	

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NO. DATE	AMOUNT	INTEREST	PRINCIPAL	BALANCE AFTER
1 03/01/99 2 04/01/99 3 05/01/99 4 06/01/99 5 07/01/99 6 08/01/99 7 09/01/99 8 10/01/99 9 11/01/99 10 12/01/99	1,345.20 1,345.20 1,345.20 1,345.20 1,345.20 1,345.20 1,345.20	791.67 787.05 782.40 777.71 772.98 768.22 763.41 758.56 753.67 748.74 7,704.41*	553.53 558.15 562.80 567.49 572.22 576.98 581.79 586.64 591.53 596.46 5,747.59*	94,446.47 93,888.32 93,325.52 92,758.03 92,185.81 91,608.83 91,027.04 90,440.40 89,848.87 89,252.41 FOR YEAR 1999
11 01/01/00 12 02/01/00 13 03/01/00 14 04/01/00 15 05/01/00 16 06/01/00 17 07/01/00	1,345.20 1,345.20 1,345.20 1,345.20 1,345.20	743.77 738.76 733.70 728.61 723.47 718.29 713.07	601.43 606.44 611.50 616.59 621.73 626.91 632.13	88,650.98 88,044.54 87,433.04 86,816.45 86,194.72 85,567.81 84,935.68

2

PAYMENT				
NO. DATE	AMOUNT	INTEREST	22.	
		INTEREST	PRINCIPAL	BALANCE AFTER
18 08/01/00	1,345.20	202.00		
19 09/01/00		707.80	637.40	84,298.28
20 10/01/00	1,345.20	702.49	642.71	83,655.57
	1,345.20	697, 13	648.07	83,007.50
21 11/01/00	1,345.20	691.73	653.47	
22 12/01/00	1,345.20	686.28	658.92	82,354.03
8 12	16,142.40*	8,585.10*		81,695.11
	,-12.10	0,383.10*	7,557.30*	FOR YEAR 2000
23 01/01/01	1,345.20	680.79		
24 02/01/01	1,345.20		664.41	81,030.70
25 03/01/01		675.26	669.94	80,360.76
26 04/01/01	1,345.20	669.67	675.53	79,685.23
	1,345.20	664.04	681.16	79,003.23
27 05/01/01	1,345.20	658.37	686.83	79,004.07
28 06/01/01	1,345.20	652.64	692.56	78,317.24
29 07/01/01	1,345.20	646.87		77,624.68
30 08/01/01	1,345.20	641.05	698.33	76,926.35
31 09/01/01	1,345.20		704.15	76,222.20
32 10/01/01		635.18	710.02	75,512.18
33 11/01/01	1,345.20	629.27	715.93	74,796.25
	1,345.20	623.30	721.90	74,074.35
34 12/01/01	1,345.20	617.29	727.91	
	16,142.40*	7,793.73*	8,348.67*	73,346.44
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	0,340.6/*	FOR YEAR 2001
35 01/01/02	1,345.20	611.22	722 00	
36 02/01/02	1,345.20	605.10	733.98	72,612.46
37 03/01/02	1,345.20		740.10	71,872.36
38 04/01/02		598.94	746.26	71,126.10
39 05/01/02	1,345.20	592.72	752.48	70,373.62
	1,345.20	586.45	758.75	69,614.87
40 06/01/02	1,345.20	580.12	765.08	68,849.79
41 07/01/02	1,345.20	573 <i>.</i> 75	771.45	
42 08/01/02	1,345.20	567.32		68,078.34
43 09/01/02	1,345.20	560.84	777.88	67,300.46
44 10/01/02	1,345.20		784.36	66,516.10
45 11/01/02	1,345.20	554.30	790.90	65,725.20
46 12/01/02		547.71	797.49	64,927.71
10 12/01/02	1,345.20	541.06	804.14	64,123.57
	16,142.40*	6,919.53*	9,222.87*	FOR YEAR 2002
47 01 /01 /02				- 3.0 14.11 2002
47 01/01/03	1,345.20	534.36	810.84	63,312.73
48 02/01/03	1,345.20	527.61	817.59	
49 03/01/03	1,345.20	520.79	824.41	62,495.14
50 04/01/03	1,345.20	513.92		61,670.73
51 05/01/03	1,345.20	507.00	831.28	60,839.45
52 06/01/03	1,345.20		838.20	60,001.25
53 07/01/03		500.01	845.19	59,156.06
54 08/01/03	1,345.20	492.97	852.23	58,303.83
	1,345.20	485.87	859.33	57,444.50
55 09/01/03	1,345.20	478.70	866.50	56,578.00
56 10/01/03	1,345.20	471.48	873.72	
57 11/01/03	1,345.20	464.20	881.00	55,704.28
			001.00	54,823.28

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58	12/01/03	1,345.20	456.86	000 24	
		16,142.40*	5,953.77*	888.34	53,934.94
			0,000.,,	10,188.63*	FOR YEAR 2003
	01/01/04	1,345.20	449.46	005 54	
	02/01/04	1,345.20	441.99	895.74	53,039.20
	03/01/04	1,345.20	434.47	903.21	52,135.99
	04/01/04	1,345.20	426.88	910.73	51,225.26
	05/01/04	1,345.20	419.22	918.32	50,306.94
	06/01/04	1,345.20	411.51	925.98	49,380.96
	07/01/04	1,345.20	403.73	933.69	48,447.27
66	08/01/04	1,345.20	395.88	941.47	47,505.80
67	09/01/04	1,345.20		949.32	46,556.48
	10/01/04	1,345.20	387.97	957.23	45,599.25
	11/01/04	1,345.20	379.99	965.21	44,634.04
	12/01/04	1,345.20	371.95	973.25	43,660.79
	, =, -,	16,142.40*	363.84	981.36	42,679.43
_		10,142.40	4,886.89*	11,255.51*	FOR YEAR 2004
	01/01/05	1,345.20	355.66	989.54	40.000
	02/01/05	1,345.20	347.42	997.78	41,689.89
	03/01/05	1,345.20	339.10	1,006.10	40,692.11
74	04/01/05	1,345.20	330.72	1,014.48	39,686.01
	05/01/05	1,345.20	322.26		38,671.53
	06/01/05	1,345.20	313.74	1,022.94	37,648.59
	07/01/05	1,345.20	305.14	1,031.46	36,617.13
	08/01/05	1,345.20	296.48	1,040.06	35,577.07
79	09/01/05	1,345.20	287.74	1,048.72	34,528.35
80	10/01/05	1,345.20	278.92	1,057.46	33,470.89
81	11/01/05	1,345.20	270.04	1,066.28	32,404.61
82	12/01/05	1,345.20	261.08	1,075.16	31,329.45
		16,142.40*	3,708.30*	1,084.12	30,245.33
0.2	04 /04 /44		5,700.30*	12,434.10*	FOR YEAR 2005
	01/01/06	1,345.20	252.04	1,093.16	20 150 15
	02/01/06	1,345.20	242.93	1,102.27	29,152.17
	03/01/06	1,345.20	233.75	1,111.45	28,049.90
	04/01/06	1,345.20	224.49	1,120.71	26,938.45
	05/01/06	1,345.20	215.15	1,130.05	25,817.74
	06/01/06	1,345.20	205.73	1,139.47	24,687.69
	07/01/06	1,345.20	196.24	1,148.96	23,548.22
	08/01/06	1,345.20	186.66	1,158.54	22,399.26
	09/01/06	1,345.20	177.01	1,168.19	21,240.72
	10/01/06	1,345.20	167.27	1,177.93	20,072.53
	11/01/06	1,345.20	157.46		18,894.60
94	12/01/06	1,345.20	147.56	1,187.74 1,197.64	17,706.86
		16,142.40*	2,406.29*	13,736.11*	16,509.22 FOR YEAR 2006
95 (01/01/07	1 245 25		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	LOR IDAK 2006
) C	21/01/0/	1,345.20	137.58	1,207.62	15,301.60
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PAYMENT						
NO.	DATE	AMOUNT	INTEREST	PRINCIPAL	BALANCE AFTER	
97 98 99 100 101 102 103 104 105	02/01/07 03/01/07 04/01/07 05/01/07 06/01/07 07/01/07 08/01/07 09/01/07 10/01/07 11/01/07 12/01/07	1,345.20 1,345.20 1,345.20 1,345.20 1,345.20 1,345.20 1,345.20 1,345.20 1,345.20 1,345.20 1,345.20	127.51 117.37 107.13 96.82 86.41 75.92 65.35 54.68 43.93 33.08 22.15 967.93*	1,217.69 1,227.83 1,238.07 1,248.38 1,258.79 1,269.28 1,279.85 1,290.52 1,301.27 1,312.12 1,323.05 15,174.47*	14,083.91 12,856.08 11,618.01 10,369.63 9,110.84 7,841.56 6,561.71 5,271.19 3,969.92 2,657.80 1,334.75 FOR YEAR 2007	
107	01/01/08	1,345.87 1,345.87*	11.12 11.12*	1,334.75 1,334.75*	0.00 FOR YEAR 2008	
		143,937.07**	48,937.07**	95,000.00**	FOR PERIOD	