

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING: March 11, 2008 - Consent	AGENDA NO.:
SUBJECT: a. Approve and authorize the Purchasing Manager to execute the First Amend-ment to Lease Agreement A-10907, effective retroactively to December 1, 2007, with the LIFE Foundation Monterey, LLC at 1000 South Main Street in Salinas, California, to add two suites, thereby increasing the leased square footage from 79,848 to 81,877 for use by the Department of Social and Employment Services; and b. Direct the Auditor-Controller to increase the lease payments from \$156,829 to \$160,806 per month and in accordance with the terms of the agreement.	
DEPARTMENT: RMA - Public Works	

RECOMMENDATIONS:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Purchasing Manager to execute the First Amendment to Lease Agreement A-10907, effective retroactively to December 1, 2007, with the LIFE Foundation Monterey, LLC at 1000 South Main Street in Salinas, California, to add two suites, thereby increasing the leased square footage from 79,848 to 81,877 for use by the Department of Social and Employment Services; and
- b. Direct the Auditor-Controller to increase the lease payments from \$156,829 to \$160,806 per month and in accordance with the terms of the agreement.

SUMMARY/DISCUSSION:

Approval of this Amendment provides the Department of Social and Employment Services (DSES) with approximately 2,029 additional rentable square feet for a total of 81,877 rentable square feet. This Amendment increases the rentable square footage and the lease payment proportionately from \$156,829 to \$160,806 per month, effective retroactively to December 1, 2007. This additional space was not available at the time the Board approved the underlying 20-year Lease Agreement on June 5, 2007. The Lease Agreement commenced on June 21, 2007, and expires on June 20, 2027. The Lease Agreement provides for two, ten-year extension options. The identified facility continues to offer convenient proximity and access to a majority of DSES customers. A copy of the First Amendment to the Lease Agreement is on file with the Clerk of the Board.

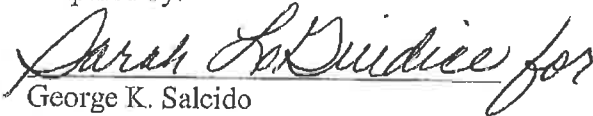
OTHER AGENCY INVOLVEMENT:

The DSES concurs with this First Amendment to the Lease Agreement and County Counsel has approved it as to form.

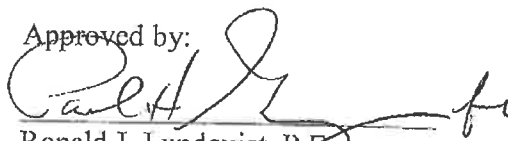
FINANCING:

Sufficient appropriations and estimated revenues are available in the FY 2007-08 Final Budget to support this action. The lease includes a termination clause in the event that sufficient federal and/or state funding is no longer available. There is no additional impact to the County General Fund.

Prepared by:


George K. Salcido
Real Property Specialist

Approved by:


Ronald J. Lundquist, P.E.
Public Works Director

Dated: March 3, 2008

Attachment: First Amendment to Lease Agreement

LOCATION MAP

First Amendment to Lease Agreement A-10907
Department of Social and Employment Services
with the Low Income Family Enrichment Foundation

1000 S Main St
Salinas, CA 93901



LOCATION MAP

First Amendment to Lease Agreement A-10907
Department of Social and Employment Services
with the Low Income Family Enrichment Foundation

1000 S Main St
Salinas, CA 93901



FIRST AMENDMENT TO COUNTY OF MONTEREY STANDARD LEASE AGREEMENT
1000 SOUTH MAIN STREET, SALINAS, CALIFORNIA

THIS FIRST AMENDMENT TO COUNTY OF MONTEREY STANDARD LEASE AGREEMENT (the "Amendment") is made by and between the County of Monterey ("LESSEE"), and The LIFE Foundation Monterey, LLC ("LESSOR"), with reference to the following facts:

A. LESSOR and LESSEE have previously entered into that certain County of Monterey Standard Lease Agreement dated on or about June 5, 2007 (the "Lease"), for the lease of real property, located in the City of Salinas, County of Monterey, State of California, commonly known and described as 1000 South Main Street; and

B. LESSOR and LESSEE now desire to amend the Lease, as more particularly set forth hereinafter.

C. Unless otherwise defined herein, all capitalized terms used in this Amendment shall bear the same meanings as ascribed to them in the Lease.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE hereby agree as follows:

1. Suites 212 & 213. LESSEE shall lease 2,029 rentable square feet of space located in suites 212 and 213 commencing on December 1, 2007 pursuant to Article 1.7 of the Lease entitled "Right of First Refusal". Monthly rent for suites 212 and 213 shall be no more than three thousand nine hundred seventy-seven dollars (\$3,977) and subject to all other terms and conditions set forth in Article 3 of the Lease as LESSEE'S other space in the Building.

2. Reaffirmation. Except as amended by this Amendment all of the terms and conditions of the Agreement shall remain in full force and effect and are hereby reaffirmed and ratified.

3. Counterparts. This Amendment may be executed in counterparts, each of which shall be an original and all of which when taken together shall be deemed one in the same instrument. An executed facsimile of this Amendment shall have the same force and affect as an original executed copy hereof.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Amendment as of the dates indicated below.

LESSEE: (County of Monterey)

By: [Signature]

Title: Purchasing Manager

Date: 3-14-08

LESSOR: (LIFE Foundation Monterey, LLC)

By: [Signature]

Title: Barnett Davis II, Chairman

Date: 3/5/08

APPROVED AS TO FORM: (County Counsel)

By: [Signature]

Title: Deputy County Counsel

Date: Feb. 29, 2008