

APPROVED

BOARD OF SUPERVISORS

By Res: 2013-0041

JAN 29 2013

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
January 29, 2013

By *Lyndi Lee*
Clerk of the Board

To: Board of Supervisors

From: Department of General Services

Subject: First Amendment To Lease Agreement No. 1790 For The Probation Department, Adult Day Reporting Center 3 – North Area, 1215 Del Paso Boulevard, In The City Of Sacramento, CA 95815 (APN 275-0166-013)
Environmental Document: Exemption (Control No. 2013-70004)

Supervisory District(s): Serna

Contact: Dan Wukmir, Program Manager, Lease Mgmt, Real Estate Division, 876-6224
Leslie Burgett, Administrative Services Officer 3, Probation Department, 876-5351

Overview

The Probation Department (Probation) requires additional space at their current Adult Day Reporting Center (ADRC 3) in North Sacramento. The space is needed to accommodate ADRC 3 program enhancements and Leaders in Community Alternatives (LCA) employees who will provide and facilitate services at the facility. The current number of clients assigned to the facility will not increase as a result of the additional office space. On November 1, 2011, The Board approved Resolution No. 2011-0801, authorizing the public safety realignment plan as recommended by Community Corrections Partnership (CCP), which included establishing a north area Adult Day Reporting Center. Subsequently, the Board adopted Resolution No. 2012-0167 authorizing the execution of Lease Agreement No. 1790 to open ADRC 3 at 1215 Del Paso Boulevard, in the City of Sacramento. Approval of the First Amendment to Lease No. 1790 (Amendment) will provide Probation with an additional 2,880 square feet of office space.

Recommendations

1. Adopt the resolution authorizing the Director of the Department of General Services (DGS) or his designee to execute this Amendment.
2. Direct the Clerk of the Board to provide the DGS Real Estate Division with four executed copies of the original certified Resolution.

Measures/Evaluation

Not applicable.

Fiscal Impact

The base rent for the additional square footage in the Amendment will match the rates originally established in Lease Agreement No. 1790, which was negotiated at \$1.31 per square foot (psf) for the first year with \$.04 annual escalations. The lessor will continue to be responsible for utilities, sewer, water, light replacement, pest control, refuse and recyclable material removal, janitorial services and supplies, and mechanical system servicing costs. The lessor will also

provide all of Probation's necessary tenant improvements at the lessor's sole cost and expense.

The lease costs will be fully funded under the 2011 Public Safety Realignment, pursuant to State Assembly Bill (AB) 109 and 117, and companion trailer bills to provide revenue for local public safety programs, including County-level supervision. The current fiscal year's lease costs are included in Probation's Fiscal Year 2012-13 Adopted Budget.

BACKGROUND

On April 5, 2011, the California Governor approved AB 109, and later companion trailer bills, which made fundamental changes to California's correctional system by shifting certain responsibilities for lower level offenders and adult parolees from the State to the counties. AB 109 and various trailer bills enabled the 2011 Public Safety Realignment (2011 Realignment) legislation to be established and provide dedicated funding for counties to implement local public safety programs. The 2011 Realignment also established the local CCP committee to develop and recommend an implementation plan to the Board. On July 26, 2011, the Board approved Resolution No. 2011-0558, which designated Probation as the County's supervising agency. On November 1, 2011, the Board approved the recommended implementation and funding plan developed by the CCP. The implementation plan included establishing the ADRC 3 facility.

Probation has three ADRC facilities operating in Sacramento County. In July 2010, Probation began operating ADRC 1 at 3201 Florin-Perkins Road, Sacramento, CA 95826. On November 8, 2011, the Board adopted Resolution No. 2011-0809, which authorized Probation to establish ADRC 2 located at 7000 Franklin Boulevard, Suite 1230, Sacramento, CA 95823. On March 27, 2012, the Board adopted Resolution No. 2012-0167, authorizing execution of a five year lease for 8,920 square feet of office space at 1215 Del Paso Boulevard for Probation to establish ADRC 3.

On December 4, 2012, an agreement between the County of Sacramento and LCA was approved by the Board. As specified in the agreement, LCA will provide treatment and programming services to the AB 109 population assigned to ADRC 3.

DISCUSSION

In collaboration with Probation supervision, LCA will provide intensive on-site intervention programs in addition to transition/re-entry services into the community to include life skills, job placement and retention, educational/General Education Development (GED) test preparation and recreational/leisure activities for adult offenders who have a moderate to high risk to reoffend and are identified as having high needs. LCA will develop and facilitate programs for all clients, including evidence based cognitive behavioral treatment curriculum, which incorporates cognitive restructuring, social skills development and development of problem solving skills. LCA will also provide a substance abuse education and treatment curriculum that includes relapse prevention components. LCA, along with Probation, medical, and mental health services will participate in a Multi-Disciplinary Team (MDT) to develop Individualized Treatment Plans for each client as well as provide input regarding appropriate services in the

community. Collaboratively, the Multi-Disciplinary Team will critically review each case to ensure services continue to be provided in the most effective and efficient manner possible.

Approval of the Amendment will provide Probation with an additional 2,880 square feet of programming and office space at ADRC 3. The space is needed to accommodate ADRC 3 program enhancements and LCA employees who will provide and facilitate services at the facility. The current number of clients assigned to the facility will not increase as a result of the additional office space.

In accordance with the County’s Good Neighbor policy, Probation has conducted community outreach informing the community of their intent to expand office space at ADRC 3. A letter has been sent to Del Paso Boulevard Partnership, Twin Rivers South Community Council, and Woodlake Neighborhood Association. In addition, Woodlake Neighborhood Association was contacted directly. Any concerns will be promptly addressed by the Assistant Chief Deputy of the Adult Community Corrections Division.

The lessor has agreed to install the improvements necessary to accommodate Probation’s expanded use and maintain them throughout the lease term.

This Amendment has been reviewed and approved by County Counsel, reviewed as to terms and conditions by Probation, and has been executed by the lessor.

MEASURES/EVALUATION

Not applicable.

FINANCIAL ANALYSIS

The base rent for the additional square footage in the Amendment will match the rates originally established in Lease Agreement No. 1790, which was negotiated at \$1.31 psf for the first year with \$.04 annual escalations. The remainder of Probation’s rent obligations for ADRC 3 is as follows:

Term In Months	Escalation Factor	Original Space Monthly Rent	Expansion Space Monthly Rent	Total Monthly Rent
01-11	\$0.04	\$11,685.20	-	\$11,685.20
12	\$0.04	\$11,685.20	\$1,907.40	\$13,592.60
13-24	\$0.04	\$12,042.00	\$3,918.00	\$15,960.00
25-36	\$0.04	\$12,398.80	\$4,021.20	\$16,420.00
37-48	\$0.04	\$12,755.60	\$4,124.40	\$16,880.00
49-60	\$0.04	\$13,112.40	\$4,227.60	\$17,340.00

The lease costs will be fully funded under the 2011 Public Safety Realignment, pursuant to AB 109 and 117, and companion trailer bulls to provide revenue for local public safety programs, including County-level supervision.

RESOLUTION NO. 2013-0041

FIRST AMENDMENT TO LEASE AGREEMENT NO. 1790
FOR THE PROBATION DEPARTMENT, ADULT DAY REPORTING CENTER 3 – NORTH
AREA, 1215 DEL PASO BOULEVARD, IN THE CITY OF SACRAMENTO, CA 95815
(APN 275-0166-013)
ENVIRONMENTAL DOCUMENT: EXEMPTION (CONTROL NO. 2013-70004)

BE IT RESOLVED AND ORDERED that the Director of the Department of General Services or his/her designee, of the County of Sacramento is hereby authorized to execute a First Amendment to Lease Agreement No. 1790 hereto attached, on behalf of the COUNTY OF SACRAMENTO, a political subdivision of the State of California, with DEL PASO PROPERTIES, LTD., a California limited partnership, to sign other ancillary documents as required; and to do and perform everything necessary to carry out the purpose of this Resolution.

On a motion by Supervisor Nottoli, seconded by Supervisor Serna, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California, this 29th day of January, 2013, by the following vote, to-wit:

AYES:	Supervisors,	Yee, Serna, MacGlashan, Nottoli, Peters
NOES:	Supervisors,	None
ABSENT:	Supervisors,	None
ABSTAIN:	Supervisors,	None



Susan Pea
Chair of the Board of Supervisors
of Sacramento County, California

In accordance with Section 25103 of the Government Code of the State of California a copy of the document has been delivered to the Chairman of the Board of Supervisors, County Of Sacramento on: 1/29/13

T. Roberts
Deputy Clerk Board of Supervisors

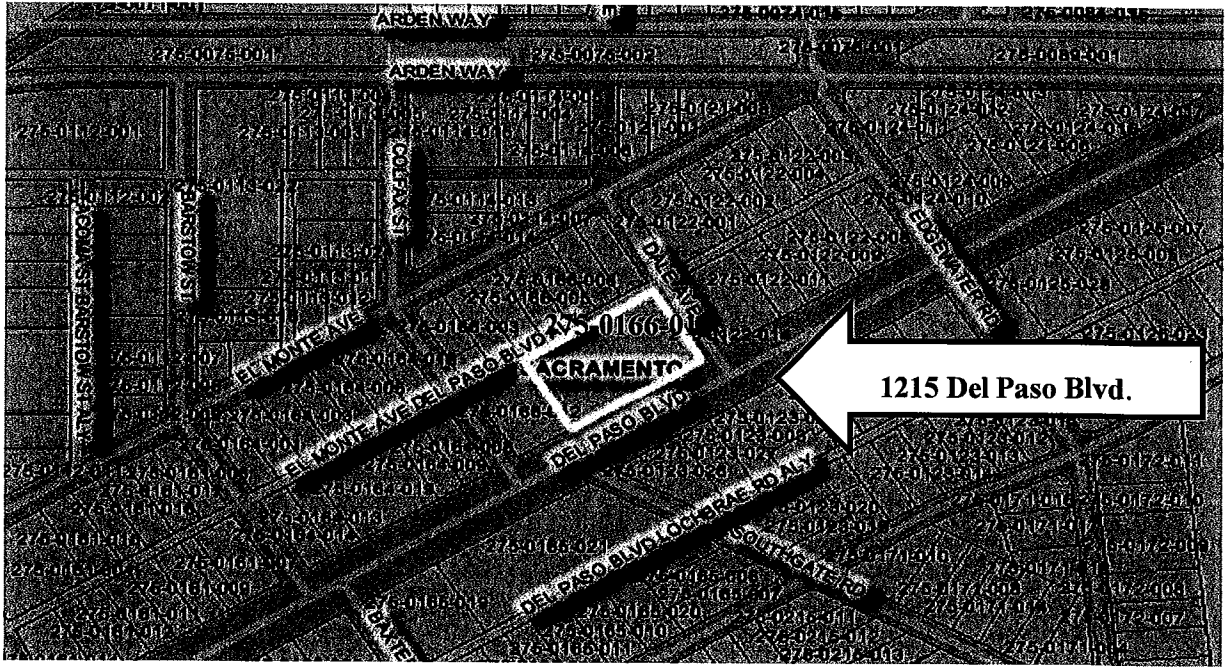
FILED
BOARD OF SUPERVISORS
JAN 29 2013
BY Cyndi Lee
CLERK OF THE BOARD

ATTEST: Florence Evans
Clerk, Board of Supervisors

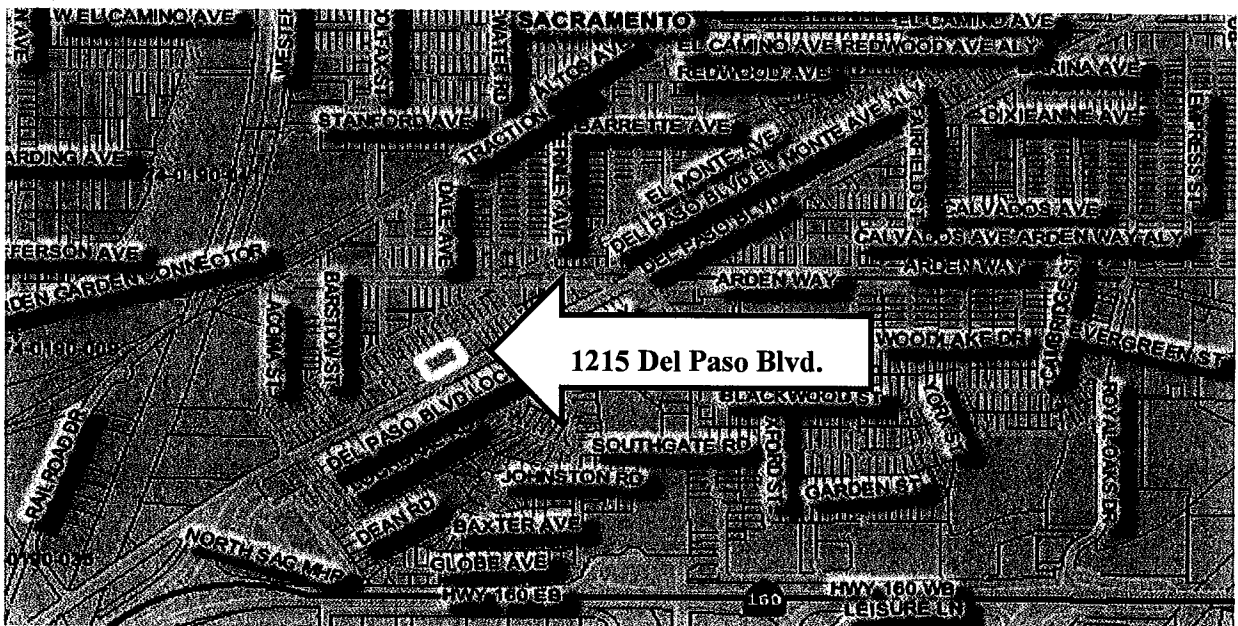
VICINITY MAP

Subject: First Amendment To Lease Agreement No. 1790 For The Probation Department, Adult Day Reporting Center 3 – North Area, 1215 Del Paso Boulevard, In The City Of Sacramento, CA 95815 (APN No. 275-0166-013)

Map 1



Map 2



FIRST AMENDMENT

This First Amendment to Lease Agreement Number 1790 (hereinafter "First Amendment") is made by and between DEL PASO PROPERTIES, LTD., a California limited partnership (LESSOR), and the COUNTY OF SACRAMENTO, a political subdivision of the State of California (LESSEE), and shall be effective upon the date it is approved by the Sacramento County Board of Supervisors as set forth on the signature page hereof:

RECITALS

- A. On March 27, 2012, by Board Resolution No. 2012-0167, the LESSOR and LESSEE entered into a Lease Agreement (Lease), numbered for reference purposes as Lease 1790, concerning use of real property located at 1215 Del Paso Boulevard, Sacramento, CA.
- B. The LESSOR and LESSEE now desire to modify said Lease so as to modify Articles 1.1 (Leased Premises) and 4.1 (Monthly Rent), and add Articles 3.10 (First Amendment Work), 3.11 (Cost of First Amendment Work), 3.12 (Time of Completion of First Amendment Work), and 3.13 (Article 3 Adherence) as amended. Said First Amendment allows for the expansion of the Leased Premises by adding 2,880 square feet of space, identified as "Expansion Space" in Exhibit "A", attached hereto and made a part hereof by this reference. The First Amendment also provides for improvements to the Expansion Space, paid for at LESSOR's sole cost and expense.

AGREEMENT

NOW THEREFORE, in consideration of the following covenants, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do agree as follows:

1. Delete paragraph #1.1 and substitute:

1.1 LEASED PREMISES. In consideration of the Rent hereinafter reserved and the covenants hereinafter contained, LESSOR does hereby lease to LESSEE and LESSEE does hereby lease from LESSOR the following described property, collectively referred to hereinafter as the "Leased Premises" or "Premises": a mutually agreed area of approximately 11,800 square feet in the building located at 1215 Del Paso Boulevard, Sacramento, California 95815 as more particularly shown on Exhibit "A", attached hereto and made a part hereof by reference, and as described in the attached Exhibit "D", together with the exclusive right to use that portion of the parking area designated "Exclusive Parking" on Exhibit "A", and the non-exclusive right to use that portion of the parking area designated "Non-exclusive Parking" on Exhibit "A", and the access drives and other parking rights as are contained in this Lease.

Initial _____

The Leased Premises will consist of public lobby areas and non-public secured areas controlled by an electronic access control system. Access to the public lobby areas of the Leased Premises after hours, or to the secured areas of the Leased Premises at any time, shall be restricted by LESSEE. These areas of restricted access shall hereinafter collectively be referred to as the "Restricted Area".

2. Add paragraph #3.10:

3.10 FIRST AMENDMENT WORK. LESSOR shall perform the tenant improvement work described in Exhibits "A" and "B" attached hereto and incorporated herein by this reference ("First Amendment Work"). LESSOR shall commence the First Amendment Work promptly upon execution of this First Amendment by the parties hereto. In no event shall the First Amendment Work commence prior to the Effective Date.

3. Add paragraph #3.11:

3.11 COST OF FIRST AMENDMENT WORK. The First Amendment Work shall be at LESSOR's sole cost and expense. If detailed plans and construction permits are required for the completion of First Amendment Work, then said permits and detailed plans shall be obtained by LESSOR, at LESSOR's sole cost and expense, with final detailed plans approved by LESSEE.

4. Add paragraph #3.12:

3.12 TIME OF COMPLETION OF FIRST AMENDMENT WORK. LESSOR shall complete all construction, modifications, and punch list work by March 15, 2013.

5. Add paragraph #3.13:

3.13 ARTICLE 3 ADHERENCE. LESSOR shall perform all First Amendment Work in accordance with all other Article 3 terms applicable to any LESSOR's Work.

6. Delete paragraph #4.1 and substitute:

4.1 MONTHLY RENT. The monthly rental rate (the "Rent") during the Term of this Lease shall be as shown below. The Rent shall be payable in arrears.

Term In Months	Escalation Factor	Original Space Monthly Rent	Expansion Space Monthly Rent	Total Monthly Rent
01-11	\$0.04	\$11,685.20	-	\$11,685.20
12	\$0.04	\$11,685.20	\$1,907.40	\$13,592.60
13-24	\$0.04	\$12,042.00	\$3,918.00	\$15,960.00
25-36	\$0.04	\$12,398.80	\$4,021.20	\$16,420.00
37-48	\$0.04	\$12,755.60	\$4,124.40	\$16,880.00
49-60	\$0.04	\$13,112.40	\$4,227.60	\$17,340.00

Initial _____

7. Except as expressly set forth in this First Amendment to Lease Agreement, all the provisions of the Lease dated March 27, 2012, shall remain in full force and effect.

(Remainder of page intentionally left blank)

Initial _____

Lease 1790
1215 Del Paso Blvd.

First Amendment Effective Date: _____

LESSOR:

DEL PASO PROPERTIES, LTD., a California
limited partnership

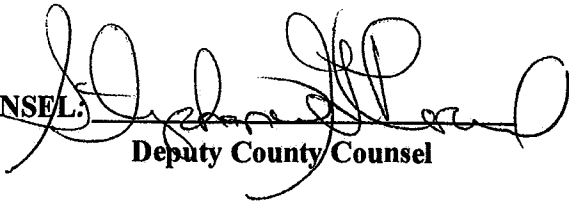
By:  _____

LESSEE:

COUNTY OF SACRAMENTO, a political
subdivision of the State of California

By: _____
Director of the Department of General
Services, or his/her designee, as authorized
By Resolution _____
Dated _____

REVIEWED AND APPROVED BY COUNTY COUNSEL:


Deputy County Counsel

APPROVED AS TO TERMS AND CONDITIONS: _____

Chief Probation Officer
Department of Probation