



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
D-11

For the meeting of: June 24, 2008

Date: June 4, 2008
To: Board of Supervisors
From: Phillip R. Crandall, Director
Department of Health and Human Services-Mental Health Branch
Subject: Lease Agreement for Mental Health Branch Administration Offices

up for AC

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve and sign the First Amendment to the Lease for 824 Harris Street with Rachael-Jill Hemmert.
2. Direct the Clerk of the Board to return one executed Amendment to Real Property for Transmittal to Lessor.

SOURCE OF FUNDING:

Mental Health Fund.

DISCUSSION:

The Department of Health and Human Services (DHHS)-Mental Health Branch (MHB) Administration offices are located at 824 Harris Street in Eureka. The original lease for this building was executed on June 28, 2005 and has provided the necessary space to house MHB

Prepared by Clarke Guzzi

CAO Approval

Phillip Smith

REVIEW: Auditor _____ County Counsel JS Personnel _____ Risk Manager J Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor SMITH
Seconded by Supervisor NEELY
And unanimously carried by those members present,
The Board hereby adopts the recommended action
contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

Dated: June 24, 2008
Kathy Hayes, Clerk of the Board

By: Phillip Crandall

Administrative staff.

The current lease terminates on June 30, 2008 and executing the First Amendment option to this lease will extend the term until June 30, 2010. At that point, there are options to extend for three, one year terms with the same lease terms.

Therefore, the DHHS-Mental Health Branch recommends the Board of Supervisors approves and executes the First Amendment to the 824 Harris Street lease.

FINANCIAL IMPACT:

The cost of the monthly rent for this lease will increase to Two Thousand Four Hundred Ninety Nine dollars (\$2,499.00) per month or \$1.24 per square foot on July 1, 2008, and includes janitorial services. This expenditure has been included in the proposed budget for FY 2008-09, DHHS - Mental Health Branch Administrative budget unit 1170-424. There is no anticipated impact to the County General Fund.

OTHER AGENCY INVOLVEMENT:

Public Works-Real Property Agent

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board discretion

ATTACHMENTS:

Attachment 1: Original Lease executed June 28, 2005

Attachment 2: Proposed First Amendment to Lease executed June 28, 2008

ORIGINAL

FIRST AMENDMENT TO LEASE

This Amendment to the Lease entered into on June 28, 2005, by and between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter called COUNTY and RACHEL-JILL HEMMERT, a sole proprietor, hereinafter called LESSOR, is entered into this ____ day of _____, 20__.

WHEREAS, the parties entered into an Lease for the use of the premises at 824 Harris Street, Eureka, California, for the purpose of office space; 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 LEASE, of the Lease is amended to read as follows:

A. The term of this Lease shall be extended for a period of two (2) years commencing July 1, 2008 and ending June 30, 2010.

B. COUNTY has the option to extend this Lease, upon the same terms and conditions, for three (3) one (1) year terms. Each option may be exercised by COUNTY giving LESSOR written notice of its intent to extend the Lease. The notice shall be in writing and shall be given to LESSOR sixty (60) days prior to the end of the initial term or any one (1) year term extension.

C. Any holding over with LESSOR'S consent beyond the term of this Lease shall be a month to month tenancy, with all the terms and conditions of this Lease.

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

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

July 1, 2008 through June 30, 2010, Two Thousand Four Hundred Ninety Nine Dollars (\$2,499.00).

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.

3. Paragraph 9, JANITORIAL, of the Lease is amended to read as follows:

LESSOR shall be responsible for janitorial services to the leased premises a minimum of

three times per week. Services to include:

- A. Three Times Weekly:
 - (1) Empty wastebaskets
 - (2) Clean and restock restrooms complete
 - (3) Vacuum carpet and hard floors, damp mop hard floors
 - (4) Clean kitchen sink, wipe appliances and conference room table
- B. Once Weekly:
 - (1) Dust window blinds and sills, spot clean walls
- C. Once monthly:
 - (1) Vacuum cobwebs throughout, vent covers and conference room chairs
- D. Quarterly:
 - (1) Wash windows interior
- E. Twice annually:
 - (1) Clean carpets with hot water extraction

4. In all other respects the Lease between the parties entered into on June 28, 2005, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Lease dated June 28, 2005, on the date indicated above.

(SEAL)
ATTEST:
CLERK OF THE BOARD

COUNTY OF HUMBOLDT

By _____

By _____
Chair, Board of Supervisors
County of Humboldt
State of California

APPROVED AS TO FORM:
COUNTY COUNSEL

LESSOR:
RACHEL JILL HEMMERT

By Joyce Stigter
DEPUTY

By Rachel Jill Hemmert
Title owner + lessor