

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

846



FROM: Economic Development Agency

SUBMITTAL DATE:
June 19, 2009

SUBJECT: Supplemental Lease Agreement - Riverside Centre, Suite 600, General Services Administration (GSA) and County of Riverside as Lessor

RECOMMENDED MOTION: That the Board of Supervisors ratify the attached Supplemental Lease Agreement and authorize the Chairman of the Board to execute same on behalf of the County.

BACKGROUND: The Customs Department has occupied this space at Riverside Centre, 3403 Tenth Street, Suite 600, since September 30, 1998. This Supplemental Lease Agreement represents an Option to Renew for an additional five (5) years.

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel DATE: 7-1-09
SYNTHIA M. GUNZEL

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	N/A

SOURCE OF FUNDS: Revenue agreement	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

- Policy Policy
- Consent Consent
- Dept's Recomm.: _____
- Per Exec. Ofc.: _____

Prev. Agn. Ref.: N/A

District: 2

Agenda Number:

Economic Development Agency
Supplemental Lease Agreement - Riverside Centre, Suite 600, General Services Administration
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BACKGROUND:

Lessor: County of Riverside
3133 Mission Inn Avenue
Riverside, California 92507

Premises Location: Riverside Centre
3403 Tenth Street, Suite 600
Riverside, California 92501

Size: 5,040 square feet

Term: Five (5) years commencing March 18, 2009

Rent: \$2.93 per sq. ft.
\$14,918.97 per month
\$179,027.67 per year

Rental Adjustments: Three (3%) percent

Utilities: Provided by Landlord

Custodial Services: Provided by Landlord

Maintenance: Provided by Landlord

Parking: 18 reserved

The attached Supplemental Lease Agreement has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

There are no costs associated with this Form 11.

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
No. 04

DATE

ADDRESS OF PREMISES:
3403 10th Street
Riverside, CA 92501

TO LEASE NO. GS-09B-97741

THIS AGREEMENT, made and entered into this date by and between: County of Riverside

whose address is: 3403 Tenth Street 7th Floor
Riverside, CA 92501-3670

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease. NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective March 18, 2009 as follows:

This Supplemental Lease Agreement (SLA) #04 is to exercise the renewal option as described in paragraph 5 of the lease and to establish new rentals rates. The rental rates for the renewal will account for all missed CPI escalations and step rents.

The government hereby exercises the renewal option. Paragraph 18 is deleted in its entirety. Paragraphs 3, 9, and 16 are deleted in their entirety and the following substituted therefore.

3. The government shall pay the Lessor annual rent of \$179,027.67 or \$35.52 per rentable square foot, at the monthly rate of \$14,918.97, payable in arrears. The annual shell rent shall be increased by 3% on an annual basis throughout the term of this lease. Rent for a lessor period shall be prorated. Rent checks shall be made payable to:

County of Riverside
3403 Tenth Street 7th Floor
Riverside, CA 92501-3670

The government shall pay the Lessor annual rent as follows:

	Period	Total Annual Rent
Year 1	March 18, 2009 to March 17, 2010	\$179,027.67
Year 2	March 18, 2010 to March 17, 2011	\$183,439.41
Year 3	March 18, 2011 to March 17, 2012	\$187,983.50
Year 4	March 18, 2012 to March 17, 2013	\$192,663.92
Year 5	March 18, 2013 to March 17, 2014	\$197,484.75

9. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 18, 1999 through March 17, 2014, subject to termination and renewal rights as may be set forth.

16. Pursuant to Paragraph 3.6, "Operating Cost Base," the base rate for purposes of operating cost escalation is established at \$6.34 per rentable square foot per annum or \$31,969.63 annually.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR:

BY _____
(Signature)

Chairman, Board of Supervisors
(Title)

IN THE PRESENCE OF (witnessed by :)

(Signature)

(Address)

UNITED STATES OF AMERICA, General Services Administration, Public Buildings Service.

BY _____
(Signature)

Contracting Officer
GSA, PBS, RED

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 7-1-09
DATE
SYNTHIA M. GUNZEL