

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

106



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
March 8, 2012

SUBJECT: Thirteenth Amendment to Lease, Assessor/County Clerk - Recorder, Registrar of Voters, Riverside

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Thirteenth Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the county; and
2. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to "CEQA Guidelines" Section 15301, Existing Facilities.

BACKGROUND: (Commences on Page 2)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 3/5/12
SAMUEL WONG

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 77,229	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Assessor/County - Clerk Recorder Budget

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
Jennifer L. Sargent

County Executive Office Signature

- Dep't Recomm.: Consent
- Per Exec. Ofc.: Consent
- Policy
- Policy

Prev. Agn. Ref.: 3.66 of 6/18/1996; 3.24 of 9/13/2005 | District: 1/1

Agenda Number

3.6

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
DATE: 2-10-12
BY: SYNTHIA M. GUNZEL

By: Sam Wong 2-10-2012
Larry Ward, Assessor County Clerk Recorder
Departmental Concurrence

BACKGROUND: (Continued)

The Assessor/County - Clerk Recorder has requested improvements to provide additional office space to support management staff requirements at their current facility located at 2724-2744 Gateway Drive, Riverside. The cost of these improvements has been estimated to be \$67,645.00 and shall be at Lessor's expense. County shall reimburse Lessor upon receipt of an itemized statement, within thirty days, or soon thereafter as a warrant can be issued in the normal course of County's business. A 10 percent contingency, in the amount of \$6,764, is added to the estimated cost for a total project cost of \$74,409.

Pursuant to the California Environmental Quality Act (CEQA), the Lease Amendment was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15301, Class 1-Existing Facilities. The proposed project, the Lease, is the letting of property involving existing facilities with minor tenant improvement alterations and no expansion of an existing use will occur.

The Thirteenth Amendment to Lease is summarized below:

Location: 2724-2744 Gateway Drive, Riverside County

Improvements: Lessor at its expense shall construct nine hard wall offices on the first and second floor within the leased premises. Tenant improvements will be paid upon completion of the work acceptance by the County, and receipt of an itemized statement.

Cost: Total construction cost shall not exceed \$74,409.00, this amount includes a ten percent contingency. The tenant improvements consists of the following components: Accoustical ceilings, carpet and base, clean up and disposal, construction documents, demolition, doors, frames and hardware, fire sprinklers, framing and drywall, glass sidelights, mechanical, miscellaneous materials and equipment, paint, plan check and permits. Labor and all materials associated with this construction project are included in the total construction cost.

The attached Thirteenth Amendment to Lease has been reviewed and approved as to form by County Counsel.

FINANCIAL DATA:

All associated costs for this Thirteenth Amendment to Lease will be fully funded through the Assessor/County - Clerk Recorder budget. The Assessor/County - Clerk recorder has budgeted these costs in FY2011/12. While Economic Development Agency (EDA) will front the costs for the Lease Agreement with the property owners, Assessor/County - Clerk Recorder will reimburse EDA for all associated costs. The EDA has sufficient budget within its Tenant Improvement (TI) expense account to cover these TI's; therefore, no budget adjustment is needed.

Attachments:

Lease
Exhibit A

RF:LB:CC:VY:CC:ra RV180 14.568 11356 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.568.doc

Exhibit A

Assessor/County - Clerk Recorder, Registrar of Voters Lease Cost Analysis FY 2011/12 2724-2744 Gateway Drive, Riverside

Estimated Tenant Improvement Costs:

Tenant Improvements	\$	74,409.00
Total Estimated Cost:	\$	74,409.00
EDA Lease Management Fee (Based @ 3.79%)	\$	<u>2,820.11</u>
TOTAL ESTIMATED COST FOR FY 2011/12	\$	<u><u>77,229.11</u></u>

1 iii. That certain Third Amendment to Lease dated August 18,
2 1998, by and between County of Riverside, and The Springs Gateway Building
3 Partnership, a California Limited Partnership (the Third Amendment), whereby the
4 Parties agreed and amended the Lease for the requirements of a darkroom and a
5 photo lab, tenant improvements to be completed by Lessor.

6 iv. That certain Fourth Amendment to Lease dated October 13,
7 1998, by and between County of Riverside, and The Springs Gateway Building
8 Partnership, a California Limited Partnership (the Fourth Amendment), whereby the
9 Parties agreed and amended the Lease to cover the cost of exceeded tenant
10 improvements.

11 v. That certain Fifth Amendment to Lease dated September 21,
12 1999, by and between County of Riverside, and The Springs Gateway Building
13 Partnership, a California Limited Partnership (the Fifth Amendment), whereby the
14 Parties agreed and amended the Lease for requested building signage, tenant
15 improvements to be completed by Lessor

16 vi. That certain Sixth Amendment to Lease dated June 13, 2000,
17 by and between County of Riverside, and The Springs Gateway Building Partnership, a
18 California Limited Partnership (the Sixth Amendment), whereby the Parties agreed and
19 amended the Lease for electrical power and in-rack fire sprinkler system, tenant
20 improvements to be completed by Lessor.

21 vii. That certain Seventh Amendment to Lease dated November
22 14, 2000, by and between County of Riverside, and The Springs Gateway Building
23 Partnership, a California Limited Partnership (the Seventh Amendment), whereby the
24 Parties agreed and amended the Lease for the installation of a new generator, tenant
25 improvements to be completed by Lessor.

26 viii. That certain Eighth Amendment dated July 31, 2001, by and
27 between County of Riverside, and The Springs Gateway Building Partnership, a
28 California Limited Partnership (the Eighth Amendment), whereby the Parties agreed

1 and amended the Lease to for two offices and private workstations, tenant
2 improvements to be completed by Lessor.

3 ix. That certain Ninth Amendment dated May 20, 2003, by and
4 Between County of Riverside, and The Springs Gateway building Partnership, a
5 California Limited Partnership (the Ninth Amendment), whereby the Parties agreed and
6 amended the Lease to for a security card access system, tenant improvements to be
7 completed by Lessor.

8 x. That certain Tenth Amendment dated September 28, 2004, by
9 and between County of Riverside, and The Springs Gateway building Partnership, a
10 California Limited Partnership (the Tenth Amendment), whereby the Parties agreed
11 and amended the Lease to install high interrupting capacity breakers at main
12 distribution board and install related electrical feeders from the new breaker, tenant
13 improvements to be completed by Lessor.

14 xi. That certain Eleventh Amendment dated June 28, 2005, by
15 and between County of Riverside, and The Springs Gateway Building Partnership, a
16 California Limited Partnership (the Eleventh Amendment), whereby the Parties agreed
17 and amended the Lease to upgrade the HVAC equipment in the warehouse area
18 where voting machines are serviced by County employees, tenant improvements to be
19 completed by Lessor.

20 xii. That certain Twelfth Amendment dated September 13, 2005,
21 by and between County of Riverside, and The Springs Gateway Building Partnership, a
22 California Limited Partnership (the Twelfth Amendment), whereby the parties agreed
23 and amended the Lease to install additional access control card readers and expand
24 the security system to additional doors and gates, tenant Improvements to be
25 completed by Lessor.

26 NOW THEREFORE, for good and valuable consideration the receipt and
27 adequacy of which is hereby acknowledged, the parties agree as follows:

28

1 **2. Tenant Improvements by Lessor.** Section 9 of the Lease is hereby
2 amended by the following:

3 (a) Lessor at its expense, shall construct nine new hard wall offices
4 located within the leased premises as per the quote proposal dated December 13,
5 2011 and as indicated on Exhibit's "A" and "B", attached hereto and by this reference
6 made a part of the Lease. Lessor understands and agrees not to make any
7 modifications to the specifications as set forth in Exhibit "B" without obtaining prior
8 written approval from County. Any changes to these specifications, without first
9 acquiring written approval, will be at the expense of the Lessor and not the County of
10 Riverside.

11 (b) The cost of said tenant improvements and other related costs shall
12 not exceed \$67,645.00. Upon receipt of an itemized statement, County shall pay to
13 Lessor the actual cost of said improvements within thirty days or as soon thereafter as
14 a warrant can be issued in the normal course of County's business.

15 **3. Capitalized Terms: Thirteenth Amendment to Prevail.** Unless defined
16 herein or the context requires otherwise, all capitalized terms herein shall have the
17 meaning defined in the Lease, as heretofore amended. The provision of this Thirteenth
18 Amendment shall prevail over any inconsistency or conflicting provision of the Lease,
19 as heretofore amended, and shall supplement the remaining provision thereof.

20 **4. Miscellaneous.** Except as amended or modified herein, all the terms of
21 the Original Lease shall remain in full force and effect and shall apply with the same
22 force and effect. Time is of the essence in this Amendment and the Lease and each
23 and all of their respective provisions. Subject to the provisions of the Lease as to
24 assignment, the agreements, conditions and provisions herein contained shall apply to
25 and bind the heirs, executors, administrators, successors and assigns of the parties
26 hereto. If any provisions of this Amendment or the Lease shall be determined to be
27 illegal or unenforceable, such determination shall not affect any other provision of the
28 Lease shall be construed according to its normal and usual meaning and not strictly for

1 or against either Lessor or Lessee. Neither this Amendment, or the Original Lease, nor
2 any notice nor memorandum regarding the terms hereof, shall be recorded by Lessee.

3 **5. Effective Date.** This Thirteenth Amendment to Lease shall not be
4 binding or consummated until its approval by the Riverside County Board of
5 Supervisors and fully executed by the Parties.

6 **In Witness Whereof**, the Parties have executed this Thirteenth Amendment as of the
7 dated first written above.

8 Dated: _____

9
10 **LESSOR:**

11 **THE SPRINGS GATEWAY BUILDING**, a
12 California Limited Partnership

13 By: Ray Magnon
14 Raymond Magnon, General Partner

15 By: _____

16 **LESSEE:**

17 **COUNTY OF RIVERSIDE**, a Political
18 Subdivision of the State of California

19 By: _____
20 John Tavaglione, Chairman
Board of Supervisors

17 **ATTEST:**

18 Kecia Harper-Ihem
19 Clerk of the Board

20 By: _____
21 Deputy

22 **APPROVED AS TO FORM:**

23 Pamela J. Walls
24 County Counsel

25 By: Synthia M. Gunzel
26 Synthia M. Gunzel
27 Deputy County Counsel

28 CC:ra/020912/RV180/14.565 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.565.doc

EXHIBIT "A"

Street Map Plus Report

For Property Located At

2724 GATEWAY DR, RIVERSIDE, CA 92507-0918



CoreLogic

RealQuest Professional

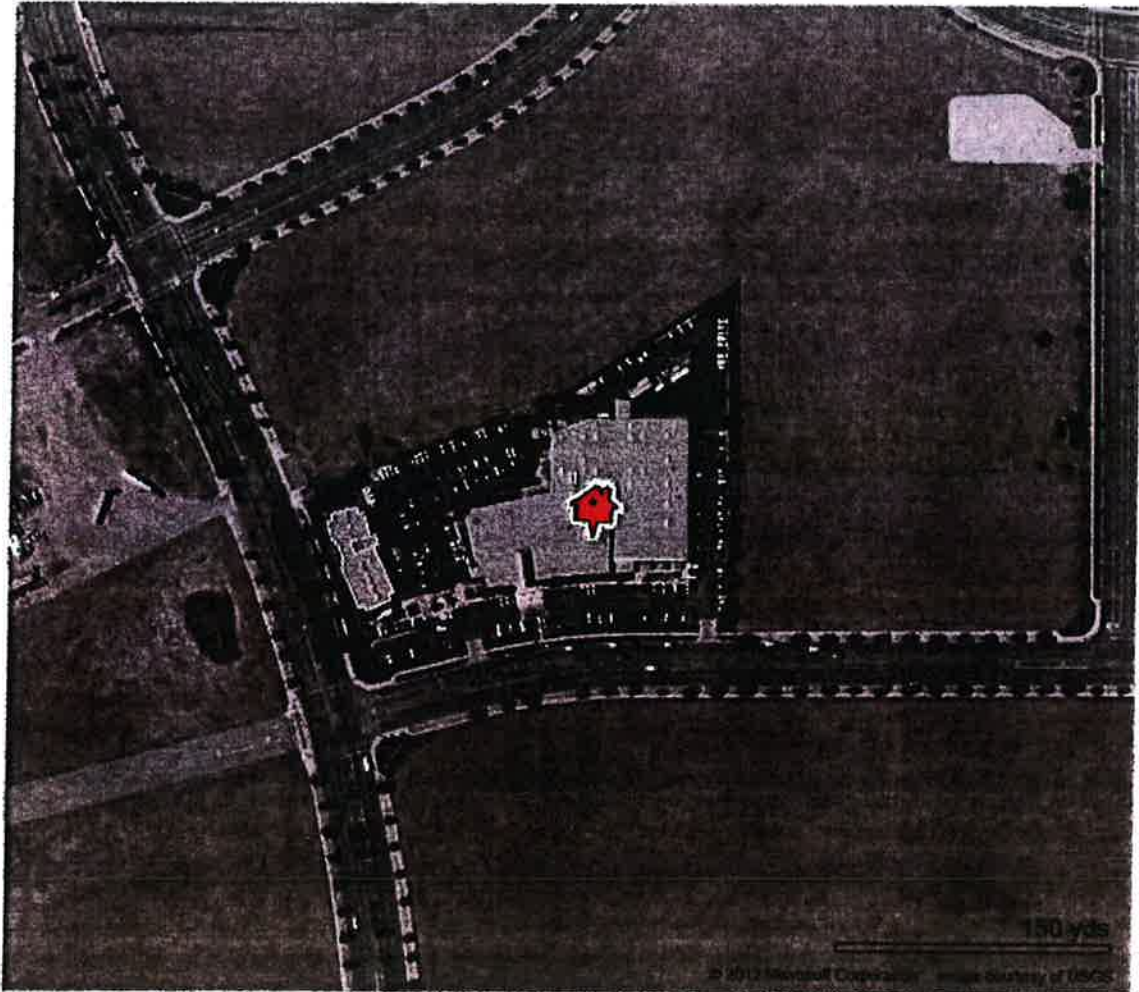




EXHIBIT "B"

Quote

33

Magnon Property Management
 815 Marlborough Avenue, Suite 200
 Riverside, CA 92507

TO County of Riverside
 2724 Gateway Drive
 Riverside, CA 92507

Date: December 13, 2011

Expiration Date: December 13, 2011

Job Description: Proposal for Nine (9) New Hard Walled Offices

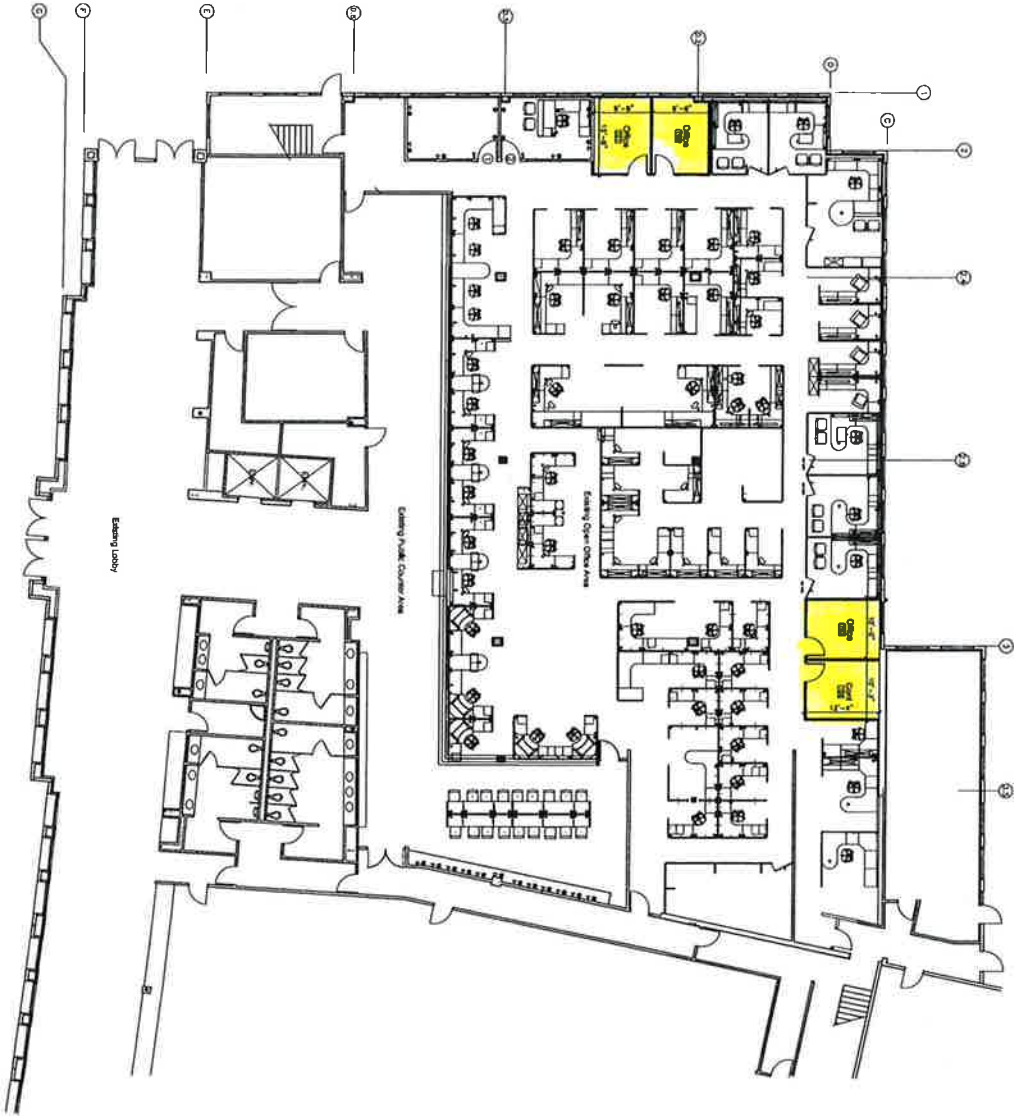
Description	Quantity	Cost	Totals
1. Acoustical Ceilings	1.00	\$3,618.00	\$3,618.00
2. Carpet & Base	1.00	\$750.00	\$750.00
3. Clean Up & Disposal	1.00	\$1,200.00	\$1,200.00
4. Construction Documents	1.00	\$5,760.00	\$5,760.00
5. Demolition	1.00	\$600.00	\$600.00
6. Doors, Frames, & Hardware	1.00	\$10,800.00	\$10,800.00
7. Electrical	1.00	\$8,417.00	\$8,417.00
8. Fire Sprinklers	1.00	\$2,808.00	\$2,808.00
9. Framing & Drywall	1.00	\$15,714.00	\$15,714.00
10. Glass Sidelights	1.00	\$4,860.00	\$4,860.00
11. Mechanical	1.00	\$5,318.00	\$5,318.00
12. Miscellaneous Materials & Equipment	1.00	\$1,200.00	\$1,200.00
13. Paint	1.00	\$4,800.00	\$4,800.00
14. Plan Check & Permit	1.00	\$1,800.00	\$1,800.00
Labor and Materials Included		TOTAL	\$67,645.00

Proposal Notes:

1. Quote expires on February 29, 2011
2. Proposal is based on floor plans created by Carter Group Architects (sheets A2.1 and A2.2, dated 10/29/2011 and 10/26/2011, respectively)

Thank you for your business!

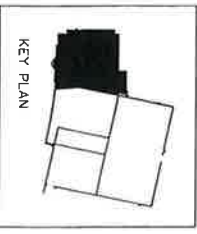
EXHIBIT "B"



First Floor Plan
 0' 12" SCALE
 12' 0" N

Floor Plan Notes

- 1 EXISTING REINFORCED CONCRETE 12" x 12" WALL, FINCS
- 2 EXISTING CONCRETE FLOOR SLAB
- 3 EXISTING ALUMINUM FRONT SET WINDOW SYSTEM
- 4 EXISTING WINDOW SET (SHOWN) GLAZING
- 5 EXISTING STAIR
- 6 EXISTING LOBBY
- 7 EXISTING ELEVATOR
- 8 EXISTING RESTROOM
- 9 EXISTING MECHANICAL SYSTEM (FURNISHING)
- 10 EXISTING METAL STUD WALL, FINISHED SYSTEM
- 11 EXISTING STEEL COLUMN
- 12 NEW 4" METAL STUD WALL, FINISHED WITH 5/8" OPTICAL BRASS PANEL, 1/2" STAIR



CARTER GROUP ARCHITECTS INC.
 1810 South El Camino Real
 Suite F
 San Clemente
 CA 92672
 TEL 949-498-5535
 FAX 949-498-5883
 E MAIL ceter@cgroup.net

THE MAGNON COMPANIES
 815 Marborough Avenue
 Riverside, CA 92507
 951 884 0890
 FAX 951 794-2545

PROJECT
 COUNTY OF RIVERSIDE
 COUNTY CLERK ASSESSOR
 TENANT IMPROVEMENT
 2724 Gateway Drive
 Riverside, CA 92507

First Floor

DATE	BY	FOR
01/11/07	W. J. CARTER	ISSUE FOR PERMIT
01/11/07	W. J. CARTER	ISSUE FOR PERMIT
01/11/07	W. J. CARTER	ISSUE FOR PERMIT
01/11/07	W. J. CARTER	ISSUE FOR PERMIT
01/11/07	W. J. CARTER	ISSUE FOR PERMIT
01/11/07	W. J. CARTER	ISSUE FOR PERMIT
01/11/07	W. J. CARTER	ISSUE FOR PERMIT
01/11/07	W. J. CARTER	ISSUE FOR PERMIT
01/11/07	W. J. CARTER	ISSUE FOR PERMIT
01/11/07	W. J. CARTER	ISSUE FOR PERMIT

A2.1

THIS DRAWING AND SPECIFICATIONS ARE THE PROPERTY OF CARTER GROUP ARCHITECTS INC. AND SHALL NOT BE USED IN ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF CARTER GROUP ARCHITECTS INC. ANY REPRODUCTION OR TRANSMISSION OF THIS DRAWING OR SPECIFICATIONS WITHOUT THE WRITTEN CONSENT OF CARTER GROUP ARCHITECTS INC. IS STRICTLY PROHIBITED. THE USER OF THIS DRAWING OR SPECIFICATIONS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS DRAWING OR SPECIFICATIONS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER OF THIS DRAWING OR SPECIFICATIONS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

