

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

924



FORM APPROVED COUNTY COUNSEL  
 12/4/12  
 Departmental Counsel  
 PATRICIA MUNROE

**FROM:** Economic Development Agency / Facilities Management

**SUBMITTAL DATE:**  
December 6, 2012

**SUBJECT:** First Amendment to Revenue Lease with Riverside County Transportation Commission, Riverside

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the attached First Amendment to Revenue 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)

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

**COMPANION ITEM ON BOARD AGENDA:** No

**SOURCE OF FUNDS:** 100% Revenue Lease

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY:

County Executive Office Signature

Dept't Recomm.:  Consent  
 Per Exec. Ofc.:  Consent  
 Policy  
 Policy

Prev. Agn. Ref.: 3.17 of 10/08/02

District: 2/2

Agenda Number:

3.18

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**BACKGROUND:**

This First Amendment to Revenue Lease represents a request from Riverside County Transportation Commission (RCTC), to extend the Lease of County owned space located on the Third Floor Annex at 4080 Lemon Street, Riverside, California. The Lease has been extended for a period of five years with an annual rent increase of two percent.

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines 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 Lease terms are summarized below:

Lessor:	County of Riverside	
Premises Location:	4080 Lemon Street Third Floor Annex Riverside, CA	
Size:	14,386 square feet	
Term:	Five years, October 26, 2012 through October 25, 2017	
Rent:	Current	New
	\$ 2.08 per sq. ft.	\$ 2.12 per sq. ft.
	\$ 29,856.71 per month	\$ 30,453.84 per month
	\$358,280.52 per year	\$365,446.08 per year
Rental Adjustments:	Two percent annual increase	
Utilities:	RCTC pays for all telephone services, County provides all other utility services	
Custodial:	County provides custodial services	
Maintenance:	County provides maintenance	
Improvements:	None	
Parking:	Sufficient to meet RCTC requirements	

The attached First Amendment to Revenue Lease has been reviewed by County Counsel as to legal form.

**FINANCIAL DATA:** (Commences on Page 3)

Economic Development Agency / Facilities Management  
First Amendment to Revenue Lease with Western Riverside County Transportation Commission,  
Riverside  
December 6, 2012  
Page 3

**FINANCIAL DATA:**

There are no costs associated with this Lease. The revenue from RCTC goes directly to the Executive Office.

**Attachments:**

First Amendment to Revenue Lease

1 **FIRST AMENDMENT TO LEASE**

2 THIS **FIRST AMENDMENT TO LEASE** ("First Amendment") dated as of  
3 \_\_\_\_\_, is entered by and between **COUNTY OF RIVERSIDE**, a political  
4 subdivision of the State of California ("County") and, **RIVERSIDE COUNTY**  
5 **TRANSPORTATION COMMISSION**, a County transportation commission ("Lessee").  
6 County and Lessee are hereinafter collectively referred to as the "Parties."

7 **RECITALS**

8 A. County and Lessee have entered into a lease, dated October 8, 2002, (the  
9 "Lease") pursuant to which County has agreed to lease to Lessee and Lessee has  
10 agreed to lease from County that certain building located at 4080 Lemon Street, Third  
11 Floor, Annex, Riverside, California 92501, as more particularly described in Exhibit A  
12 of the Lease.

13 B. The Parties now desire to amend the Lease to extend the term and revise the  
14 amount of the annual increase.

15 NOW THEREFORE, for good and valuable consideration the receipt and  
16 adequacy of which is hereby acknowledged, the Parties agree as follows:

17 1. **TERM.** Section 4.1 of the Lease is deleted and replaced with the following  
18 language: The term of this Lease shall be extended for five (5) years commencing on  
19 October 26, 2012 and terminating on October 25, 2017.

20 2. **RENT.** Section 5.1 of the Lease is deleted and replaced with the following  
21 language: Lessee shall pay rent as follows:

22 Amount	Year
23 \$30,453.84	October 26, 2012 thru October 25, 2013
24 \$31,062.92	October 26, 2013 thru October 25, 2014
25 \$31,684.17	October 26, 2014 thru October 25, 2015
26 \$32,317.86	October 26, 2015 thru October 25, 2016
27 \$32,964.22	October 26, 2016 thru October 25, 2017

1 The rent shall be increased annually by a flat rate of two (2%) percent. Rent  
2 shall be payable, in advance, on the first day of the month.

3 3. FIRST AMENDMENT TO PREVAIL. The provisions of this First Amendment  
4 shall prevail over any inconsistency or conflicting provisions of the Lease.

5 4. MISCELLANEOUS. Except as amended or modified herein, all the terms of the  
6 Lease shall remain in full force and effect and shall apply with the same force and  
7 effect. If any provisions of this Amendment or the Lease shall be determined to be  
8 illegal or unenforceable, such determination shall not affect any other provision of the  
9 Lease and all such other provisions shall remain in full force and effect.

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1 5. EFFECTIVE DATE. This First Amendment to Lease shall not be binding or  
2 consummated until its approval by the Riverside County Board of Supervisors and fully  
3 executed by the Parties.

4  
5 IN WITNESS WHEREOF, the parties have executed this First Amendment as of the  
6 date first written above.

7  
8 Dated: \_\_\_\_\_

9 **LESSEE:**  
10 **RIVERSIDE COUNTY TRANSPORTATION**  
11 **COMMISSION**

12 By:   
13 Anne Mayer, Executive Officer

14  
15 **ATTEST:**  
16 Kecia Harper-Ihem  
17 Clerk of the Board

18 **LESSOR:**  
19 **COUNTY OF RIVERSIDE**

20  
21 By: \_\_\_\_\_  
22 Deputy

23 By: \_\_\_\_\_  
24 John Tavaglione, Chairperson  
25 Board of Supervisors

26  
27 **APPROVED AS TO FORM:**  
28 Pamela J. Walls  
County Counsel

By:   
Patricia Munroe  
Deputy County Counsel

CC:ra/110812/RV265/15.469 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.469.doc