

FORM APPROVED COUNTY COUNSEL
 BY: Patricia Munroe DATE: 12/4/12
 Patricia Munroe
 Departmental Concurrence

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

411



SUBMITTAL DATE:
 January 24, 2013

FROM: Economic Development Agency / Facilities Management

SUBJECT: Second Amendment to Revenue Lease with Western Riverside Council of Governments, Riverside

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached Second 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

FINANCIAL DATA	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:
 Jennifer L. Sargent

County Executive Office Signature

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

3-31

Prev. Agn. Ref.: 3.18 of 10/8/02; 3.7 of 3/25/2003

District: 2/2

Agenda Number:

BACKGROUND:

This Second Amendment to Revenue Lease represents a request from Western Riverside Council of Governments (WRCOG) to extend the Lease of County owned space located on the third floor annex located 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:	5,532 Square Feet	
Term:	Five years, October 1, 2012 through September 30, 2017	
Rent:	Current	New
	\$ 1.87 per sq. ft.	\$ 1.90 per sq. ft.
	\$ 10,359.21 per month	\$ 10,551.73 per month
	\$124,310.52 per year	\$126,620.84 per year
Rental Adjustments:	Two percent annual increase	
Utilities:	WRCOG 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 WRCOG requirements	

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

Attachments:
Second Amendment to Revenue Lease

1 **SECOND AMENDMENT TO LEASE**

2 **THIS SECOND AMENDMENT TO LEASE** ("Second Amendment") dated as of
3 _____, is entered by and between **COUNTY OF RIVERSIDE**, a political
4 subdivision of the State of California ("County") and, **WESTERN RIVERSIDE**
5 **COUNCIL OF GOVERNMENTS**, a supporting foundation of local Government
6 ("Lessee"). 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 of
12 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 1, 2012 and terminating on September 30, 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 \$10,566.39	October 1, 2012 thru September 30, 2013
24 \$10,777.72	October 1, 2013 thru September 30, 2014
25 \$10,993.28	October 1, 2014 thru September 30, 2015
26 \$11,213.14	October 1, 2015 thru September 30, 2016
27 \$11,437.40	October 1, 2016 thru September 30, 2017

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

3 3. SECOND AMENDMENT TO PREVAIL. The provisions of this Second
4 Amendment 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 Original Lease shall remain in full force and effect and shall apply with the same force
7 and 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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12 (SIGNATURES ON NEXT PAGE)

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1 5. EFFECTIVE DATE. This Second 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 IN WITNESS WHEREOF, the parties have executed this Second Amendment
5 as of the date first written above.

6
7 Dated: _____

8 **LESSEE:**

9 **WESTERN RIVERSIDE COUNCIL OF**
10 **GOVERNMENTS**

11 By: 
12 Rick Bishop, Executive Director

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14 **ATTEST:**

15 Kecia Harper-Ihem
16 Clerk of the Board

17 **LESSOR:**

18 **COUNTY OF RIVERSIDE**

19 By: _____
20 Deputy

21 By: _____
22 John J. Benoit, Chairman
23 Board of Supervisors

24 **APPROVED AS TO FORM:**

25 Pamela J. Walls
26 County Counsel

27 By: 
28 Patricia Munroe
Deputy County Counsel