

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

924



SUBMITTAL DATE:
December 6, 2012

FROM: Economic Development Agency / Facilities Management

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

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 Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: December 18, 2012
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 3.17 of 10/08/02 | **District:** 2/2 | **Agenda Number:** 3.18

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 12/4/12
 Departmental Chief Executive Officer
 PATRICIA MUNROE

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

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 Dec. 18, 2012, 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:

Amount	Year
\$30,453.84	October 26, 2012 thru October 25, 2013
\$31,062.92	October 26, 2013 thru October 25, 2014
\$31,684.17	October 26, 2014 thru October 25, 2015
\$32,317.86	October 26, 2015 thru October 25, 2016
\$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.

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

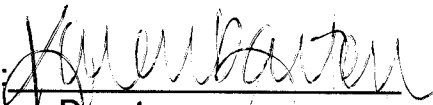
7
8 Dated: _____

9 **LESSEE:**

10 **RIVERSIDE COUNTY TRANSPORTATION**
11 **COMMISSION**

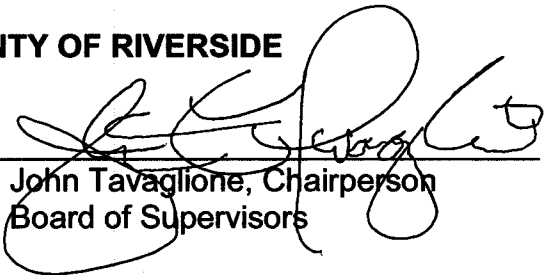
12 By: 
13 Anne Mayer, Executive Officer

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

18 By: 
19 Deputy

15 **LESSOR:**

16 **COUNTY OF RIVERSIDE**

17 By: 
18 John Tavaglione, Chairperson
19 Board of Supervisors

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21 **APPROVED AS TO FORM:**

22 Pamela J. Walls
23 County Counsel

24 By: 
25 Patricia Munroe
26 Deputy County Counsel

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