

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



131

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

**SUBMITTAL DATE:**  
December 18, 2012

**SUBJECT:** Fourth Amendment to Lease – Economic Development Agency

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

1. Approve the attached Fourth 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)

Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ (189,290)	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

<b>SOURCE OF FUNDS:</b> Workforce Investment Act Funds – 100% Federal Funds	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE  
BY Jennife L. Sargent  
**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
 DATE 11/20/12  
 BY: PATRICIA MUNROE  
 Departmental

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: Samuel Wong 12/17/12  
 SAMUEL WONG

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

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Ashley, seconded by Supervisor Jeffries and duly carried, **IT WAS ORDERED** that the above matter is approved as recommended.

**Ayes:** Jeffries, Stone, Benoit and Ashley  
**Nays:** None  
**Absent:** Tavaglione  
**Date:** January 8, 2013  
**xc:** EDA, Auditor

Kecia Harper-Ihem  
 Clerk of the Board  
 By: Deputy

**Prev. Agn. Ref.:** 3.20 of 9/13/05; 3.13 of 6/13/06; 3.10 of 12/12/06; 3.12 of 7/03/07; 3.24 of 2/09/10  
**District:** 1/1  
**Agenda Number:** 3-6

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**BACKGROUND:**

The County of Riverside has been under lease at 1325 Spruce Street in Riverside since April, 2007. Currently, the Economic Development Agency (EDA) Workforce Development is occupying 51,511 square feet. Recent staff reorganization has resulted in vacant space within the Workforce Division's leased area, and under a provision of the lease, the County may downsize and return vacated space to the Lessor. Presented for approval is a Fourth Amendment to Lease for a space reduction of 6,650 square feet. A summary is as follows:

Location: 1325 Spruce Street  
Riverside, CA 92507

Lessor: Spruce Street Professional Building, LLC  
815 Marlborough Street, Suite 200  
Riverside, CA 92507

Size: Reduced from 51,511 square feet to 44,861 square feet.

Term: In year 6 of a 10 year term.

Rent:	<u>Current</u>	<u>New</u>
	\$ 2.40 per sq. ft.	\$ 2.40 per sq. ft.
	\$ 123,822.69 per month	\$ 107,837.35 per month
	\$1,485,872.28 per year	\$1,294,048.20 per year

Savings per month: \$ 15,985.34  
Savings per year: \$191,824.08

Increases: Annually.

Utilities: Included in Rent.

Custodial: Included in Rent.

Maintenance: Included in Rent.

Improvements: Included in Rent.

Termination: After 7 years from the original lease commencement date of April, 2007, County may terminate for funding, or any reason, with 60-days written notice.

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

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

**FINANCIAL DATA:**

All associated costs for this Fourth Amendment to Lease will be fully funded through the EDA Workforce Division's budget. EDA Workforce Division has budgeted for these costs in FY 2012/13. While EDA will front the costs for the Lease Amendment with the Lessor, EDA Workforce Division will reimburse EDA for all associated lease costs.

**Attachments:**

Exhibit A  
Fourth Amendment to Lease

# Exhibit A

## EDA Lease Cost Analysis FY 2012/13 1325 Spruce Street, Riverside

**Total Square Footage to be Leased:**

**EXPECTED AMOUNTS**

Current office:	51,511 SQFT	
<b>Total Expected Lease Cost for FY 2012/13</b>		<b>\$ 1,485,872.28</b>

**ACTUAL AMOUNTS**

Current Office:	51,511 SQFT	
Proposed Office:	44,861 SQFT	
Approximate Cost per SQFT (July - Mar)	\$ 2.40	
Approximate Cost per SQFT (April - June)	\$ 2.40	
Lease Cost per Month (July)	\$ 117,037.35	
Lease Cost per Month (Aug - Mar)	\$ 107,837.35	
Lease Cost per Month (April - June)	<u>\$ 111,072.50</u>	
Total Lease Cost (July)	\$ 117,037.35	
Total Lease Cost (Aug - Mar)	\$ 862,698.80	
Total Lease Cost (April - June)	<u>\$ 333,217.50</u>	
<b>Total Actual Lease Cost for FY 2012/13</b>		<b>\$ 1,312,953.65</b>
<b>Total Lease Cost Variance for FY 2012/13</b>		<b>\$ (172,918.63)</b>

**Estimated Additional Costs:**

**EXPECTED AMOUNTS**

Utility Cost per Square Foot	\$ 0.12	
Estimated Utility Costs per Month (July - June)	\$ 6,181.32	
Total Estimated Utility Cost for FY 2012/13	\$ 74,175.84	
RCIT	\$ -	
Tenant Improvements	\$ -	
EDA Lease Management Fee (Based @ 3.93%)	\$ 58,394.78	
<b>Total Estimated Expected Cost for FY 2012/13</b>		<b>\$ 132,570.62</b>

**ACTUAL AMOUNTS**

Utility Cost per Square Foot	\$ 0.12	
Costs per Month (July - June)	<u>\$ 5,383.32</u>	
Total Estimated Actual Utility Cost for FY 2012/13	\$ 64,599.84	
RCIT	\$ -	
Tenant Improvements	\$ -	
EDA Lease Management Fee (Based @ 3.93%)	\$ 51,599.08	
<b>Total Estimated Actual Cost for FY 2012/13</b>		<b>\$ 116,198.92</b>
<b>Total Estimated Cost Variance for FY 2012/13</b>		<b>\$ (16,371.70)</b>
<b>TOTAL ESTIMATED COST FOR FY 2012/13</b>		<b><u>\$ (189,290.33)</u></b>



1 D. County desires to reduce the gross square feet of occupied space (Space  
2 Reduction) as allowed under Section 6.4.1 by vacating a portion of the 4<sup>th</sup> floor and  
3 returning to Lessor.

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

6 **Section 1. Premises.** Section 2.2 of the Lease is hereby replaced in its  
7 entirety by the following:

8 **2.2 Defined.** The Premises shall consist of a portion of that certain real  
9 property, including all improvements therein or to be provided by Lessor under the  
10 terms of this Lease, and commonly known as The Spruce Street Professional Building  
11 located in the City of Riverside, State of California, and generally described as a free  
12 standing building consisting of approximately seventy seven thousand (77,000) square  
13 feet, of which the County leases approximately forty four thousand eight hundred sixty  
14 one (44,861) gross square feet of exclusive space including twenty three thousand  
15 seven hundred fifty seven (23,757) gross square feet of exclusive space on the fourth  
16 and fifth floors (reduced by 6,650 square feet from the original space), nine thousand  
17 eight hundred one (9,801) gross square feet of exclusive space on the second floor  
18 (7,654 gross square feet of exclusive space from the First Amendment of "Additional  
19 Space" and 2,147 gross square feet of additional exclusive space from the Second  
20 Amendment of "Additional Space") and eleven thousand three hundred three (11,303)  
21 square feet of exclusive space on the First Floor from the Third Amendment of  
22 "Additional Space." This includes a minimum of one hundred sixty seven (167)  
23 unreserved and unassigned parking spaces and three (3) reserved parking spaces for  
24 the County and top-of-the-building signage, all as shown on the site plan attached as  
25 Exhibit "A" in the Lease. It is understood that the Premises include all appurtenances  
26 and easements thereto and the non-exclusive right of ingress and egress at all times to  
27 and from the public streets and highways for County, its employees and invitees.  
28

1           **Section 2. Exhibit A.** Exhibit A of the Original Lease is hereby deleted in its  
2 entirety and replaced with Exhibit A attached hereto and incorporated herein by this  
3 reference.

4           **Section 3. Term Commencement.** This Fourth Amendment shall be effective  
5 upon the date of its full execution by the Parties hereto which includes approval by the  
6 County of Riverside Board of Supervisors. The "Space Reduction" commences July 1,  
7 2012, under the terms and conditions stated herein.

8           **Section 4. Rent.** Section 5.1 of the Lease is hereby amended in its entirety by  
9 the following:

10           **5.1 RENT.** Rent under this Fourth Amendment to Lease shall  
11 commence July 1, 2012, with the revised rent as indicated below:

<u>Monthly Amount</u>	<u>Year</u>	<u>Commencing</u>
\$117,037.35	Sixth	July 1, 2012
\$107,837.35	Sixth	August 1, 2012
\$111,072.50	Seventh	April 1, 2013
\$114,404.60	Eighth	April 1, 2014
\$117,836.80	Ninth	April 1, 2015
\$121,371.90	Tenth	April 1, 2016

19 Said monthly sums shall be payable, in advance, on the first day of the month or as  
20 soon thereafter as a warrant can be issued in the normal course of County's business;  
21 provided, however, in the event rent for any period during the term hereof which is less  
22 than one (1) full calendar month said rental shall be pro-rated based upon the actual  
23 number of days of said month.

24           **Section 5. Tenant Improvements.** Section 5.2 of the Lease is hereby replaced  
25 in its entirety by the following:

26           **5.2 Tenant Improvements ("TI").** Tenant improvement costs are those  
27 associated with demising the Fourth Floor to accommodate County vacating 6,650  
28 square feet. Fourth floor work includes architectural, planning and permit fees,

1 removal of conference room doors, framing and installation of a doorway within an  
2 existing east hallway, hardware relocation, cleanup and supervision. Total cost, at  
3 Lessor's sole cost and expense, shall not exceed \$9,200.00 as further defined in  
4 Exhibit J herein.

5 **Section 6. Miscellaneous.** Section 19.18 of the Lease shall be amended as  
6 follows:

7 **County's Notification Address:**

8 County of Riverside  
9 Economic Development Agency  
10 3403 Tenth Street, Suite 500  
11 Riverside, CA 92501  
12 Attn: Deputy Director of Real Estate  
13 Telephone: (951) 955-4820

14 **Section 7. Tenant Improvements.** Upon full execution of the Fourth  
15 Amendment to Lease, Lessor shall commence tenant improvements as set forth  
16 herein. Work to be completed by February 28, 2013.

17 **Section 8. Capitalized Terms: Fourth Amendment to Prevail.** Unless  
18 defined herein or the context requires otherwise, all capitalized terms herein shall have  
19 the meaning defined in the Lease, as heretofore amended. The provision of this Fourth  
20 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease,  
21 as heretofore amended, and shall supplement the remaining provisions thereof. The  
22 Lease remains in full force and effect except to the extent amended by this Fourth  
23 Amendment. This Fourth Amendment shall not be binding or deemed consummated  
24 until approved and executed by the Riverside County Board of Supervisors.

25 ///

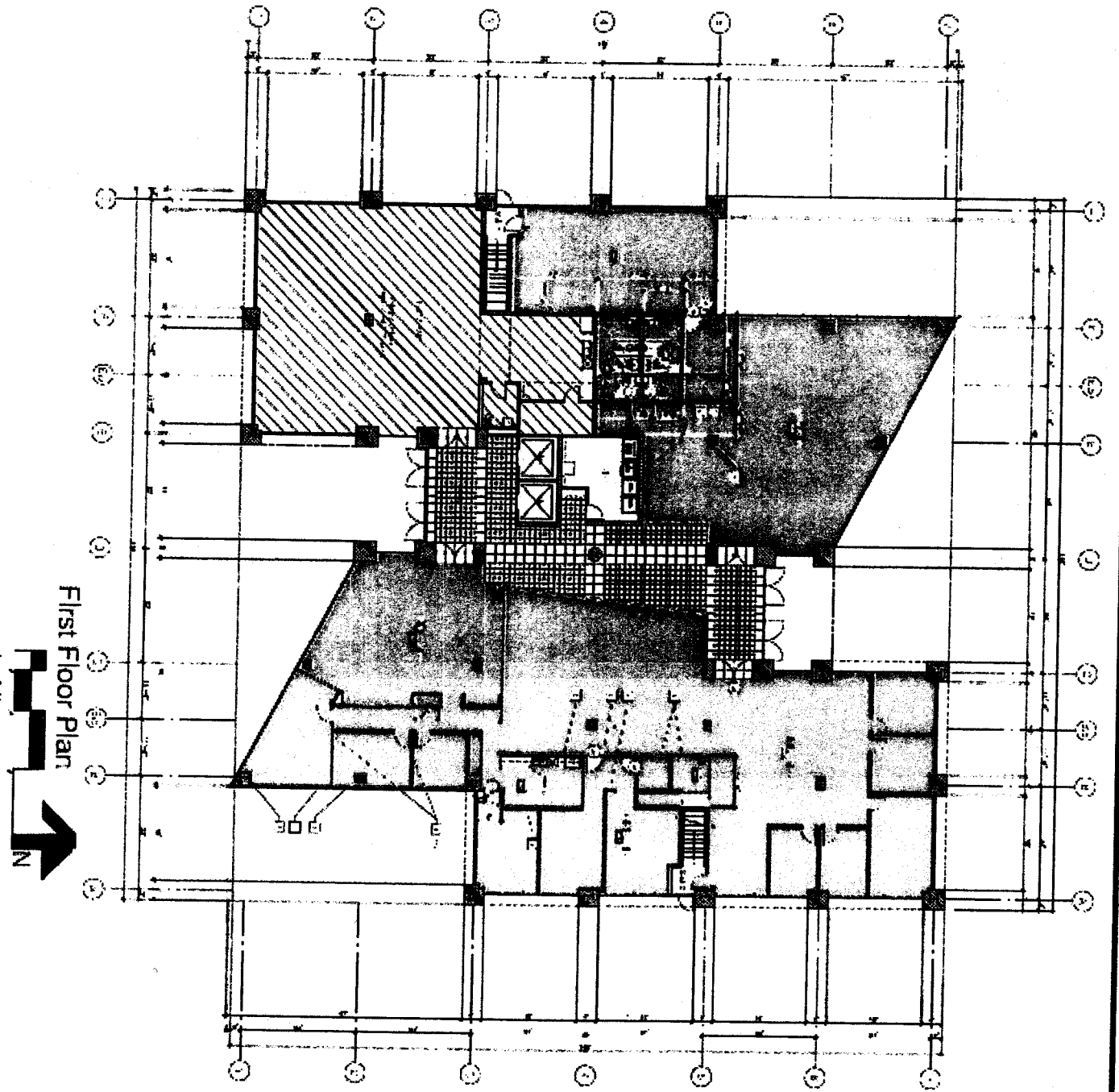
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First Floor Plan

Plan Notes

- 1. SEE PLAN FOR THE LOCATION OF THE WORKSPACE IMPROVEMENTS.
- 2. SEE PLAN FOR THE LOCATION OF THE WORKSPACE IMPROVEMENTS.
- 3. SEE PLAN FOR THE LOCATION OF THE WORKSPACE IMPROVEMENTS.
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- 8. SEE PLAN FOR THE LOCATION OF THE WORKSPACE IMPROVEMENTS.
- 9. SEE PLAN FOR THE LOCATION OF THE WORKSPACE IMPROVEMENTS.
- 10. SEE PLAN FOR THE LOCATION OF THE WORKSPACE IMPROVEMENTS.

Installation Notes

- 1. SEE PLAN FOR THE LOCATION OF THE WORKSPACE IMPROVEMENTS.

EXHIBIT "A"



GART & SORUP  
ARCHITECTS INC.

1000 EAST 10TH AVENUE  
SUITE 1000  
DENVER, CO 80202  
TEL: 303.733.1111  
FAX: 303.733.1112

THE  
MAGNON  
COMPANIES

1000 EAST 10TH AVENUE  
SUITE 1000  
DENVER, CO 80202  
TEL: 303.733.1111  
FAX: 303.733.1112

SPRUCE 2  
WORKSPACE  
TENANT  
IMPROVEMENT

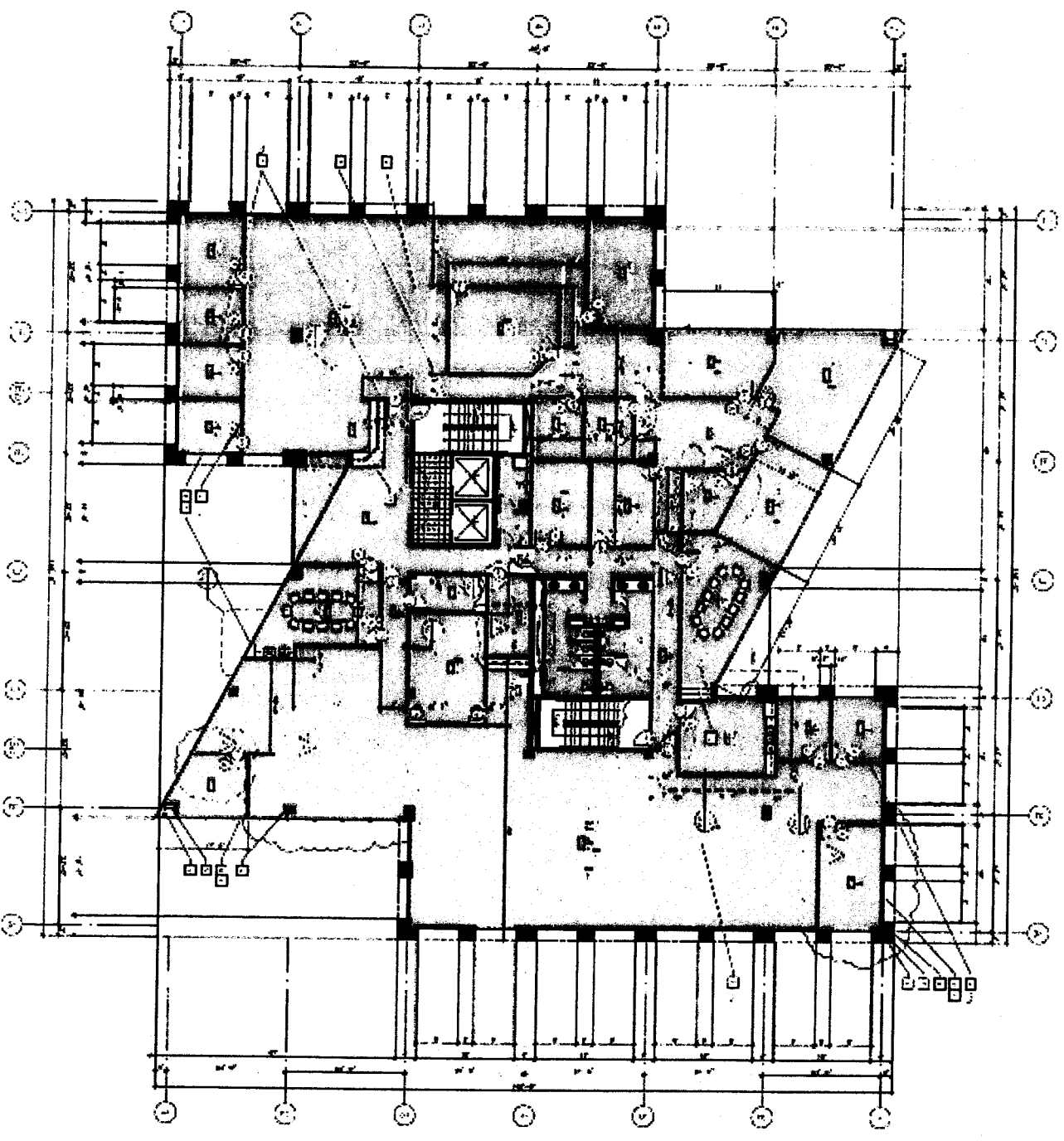
1000 EAST 10TH AVENUE  
SUITE 1000  
DENVER, CO 80202

Floor Plan

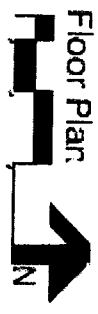
A2.1







Fifth Floor Plan



Floor Plan Notes

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
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- 10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.



EXHIBIT "A"



GSI ARCHITECTS INC.  
 1000 G Street, Suite 100  
 San Francisco, CA 94102  
 Tel: 415.774.1100  
 Fax: 415.774.1101  
 www.gsiarchitects.com

T-IE  
 WAGNON  
 COMPANIES  
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 San Francisco, CA 94102  
 Tel: 415.774.1100  
 Fax: 415.774.1101  
 www.gsiarchitects.com

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 EDA  
 TENANT  
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 Fax: 415.774.1101  
 www.gsiarchitects.com

Fifth  
 Floor Plan

DATE: 10/15/03  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: [Name]  
 SHEET: A2.4

