

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

410



FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:
February 11, 2014

SUBJECT: First Amendment to Revenue Lease – Southern California Association of Governments, District 2/2, CEQA Exempt, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

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

BACKGROUND:

Summary

(Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A	Budget Adjustment: No
	For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 25, 2014
xc: EDA 6-88

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: _____ District: 2/2 Agenda Number: _____

3-13

FORM APPROVED COUNTY COUNSEL
BY: PATRICIA MUNROE
DATE: 2/15/14

Departmental Concurrence

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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

Economic Development Agency

FORM 11: First Amendment to Revenue Lease – Southern California Association of Governments, District 2/2, CEQA Exempt, [\$0]

DATE: February 11, 2014

Page 2 of 2

BACKGROUND:

Summary

On August 18, 2009 the County entered into a Lease Agreement with the Southern California Association of Governments (SCAG) for office space at Riverside Centre, 3403 10th Street, Suite 805, Riverside. This facility continues to meet the needs and requirements of SCAG and this First Amendment represents a thirty six month renewal effective October 1, 2013.

Lessor: County of Riverside/EDA
3403 10th Street, Suite 400
Riverside, California 92501

Premises: Riverside Centre
3403 10th Street, Suite 805
Riverside, California 92501

Term: Thirty six months commencing October 1, 2013

Size: 2, 483 square feet

Rent:

Current	New
\$2.19 per sq. ft.	\$2.25 per sq. ft.
\$5,426.48 per month	\$5,589.27 per month
\$65,117.76 per year	\$67,041.00 per year

Rent Adjustment: Three percent annually

Utilities: Provided by County, tenant pays for telephone

Custodial: Provided by County

Maintenance: Provided by County

Improvements: N/A

This First Amendment to Lease has been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

There will not be any foreseeable negative impact on residents and local businesses. SCAG is a regional metropolitan planning organization with long term regional transportation projects and potential to create jobs.

Contract History and Price Reasonableness

Original Lease executed August 18, 2009 by EDA The lease rate is a competitive market rate.

Attachment:

First Amendment

1 **FIRST AMENDMENT TO LEASE**

2
3 **THIS FIRST AMENDMENT TO LEASE** ("First Amendment"), dated as of
4 February 25, 2014, is entered into by and between the **COUNTY OF**
5 **RIVERSIDE**, a political subdivision of the State of California, as Lessor, and
6 **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS**, a joint powers
7 authority, as Lessee.

8 **RECITALS**

9 a. Lessor and Lessee have entered into that certain Lease dated August 18,
10 2009, pursuant to which Lessor has agreed to lease to Lessee and Lessee has agreed
11 to lease from Lessor that certain building located at 3403 10th Street, Suite 805,
12 Riverside, as more particularly described in the Lease.

13 b. The Parties now desire to amend the Lease to extend the term.

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

16 1. **TERM.** Paragraph 4 of the Lease is hereby amended by adding
17 the following new subparagraph 4.2:

18 The term of this Lease shall be extended thirty six (36) months
19 commencing on October 1, 2013 and shall expire on September 30, 2016.

20 2. **RENT.** Paragraph 6 of the Lease is hereby amended by adding
21 the following new Subparagraph (d):

22 Effective October 1, 2013 the monthly rent shall be increased from
23 \$5,426.48 per month to \$5,589.27 per month, and subject to an annual increase for the
24 remaining Term in accordance with Subparagraph (c) of this Paragraph 6.

25 3. **PERMITS, LICENSES AND TAXES.** Paragraph 31 of the
26 Lease is hereby replaced as follows:

27 Lessee shall secure and maintain, at its expense, all necessary permits
28 and licenses as it may be required to obtain and/or hold, and Lessee shall pay for all

1 fees and taxes levied or required by any authorized public entity. Lessee recognizes
2 and understands that this Lease may create a possessory interest subject to property
3 taxation and that Lessee may be subject to the payment of property taxes levied on
4 such interest.

5 4. NOTICES. Section 30 of the Lease is hereby amended by adding
6 the following:

<u>County</u>	<u>Lessee</u>
County of Riverside/EDA	Southern California Association
3403 10 th Street, Suite 400	of Governments
Riverside, California 92501	818 W. 7 th Street, 12 th Floor
	Los Angeles, California 90017

12 5. FIRST AMENDMENT TO PREVAIL. The provisions of this First
13 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease.
14 Any capitalized terms shall have the meaning defined in the Lease, unless defined
15 herein or context requires otherwise.

16 6. MISCELLANEOUS. Except as amended or modified herein, all
17 terms of the Lease shall remain in full force and effect. If any provisions of this
18 Amendment shall be determined to be illegal or unenforceable, such determination
19 shall not affect any other provision of the Lease. Neither this Amendment nor the
20 Lease shall be recorded by the Lessee.

21 7. EFFECTIVE DATE. This First Amendment to Lease shall not be
22 binding or consummated until its approval by the Riverside County Board of
23 Supervisors and fully executed by the Parties.

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1 WITNESS WHEREOF, the parties have executed this First Amendment to
2 Lease as of the date first written above.

3 LESSEE:
4 COUNTY OF RIVERSIDE

LESSOR:
5 SOUTHERN CALIFORNIA ASSOCIATION
6 OF GOVERNMENTS, a joint powers authority

7 By: Jeff Stone
8 Jeff Stone, Chairman
9 Board of Supervisors

By: Basil Panas, CFO

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11 ATTEST:
12 Kecia Harper-Ihem
13 Clerk of the Board

14 By: Patricia Munroe
15 Deputy

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17 APPROVED AS TO FORM:
18 Pamela J. Walls
19 County Counsel

20 By: Patricia Munroe
21 Patricia Munroe
22 Deputy County Counsel

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