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

392



FROM: Economic Development Agency

SUBMITTAL DATE:

June 18, 2015

**SUBJECT:** Sixth Amendment to Lease - Department of Child Support Services – Seven YearTerm Extension, Options to Relocate and to Expand, Tenant Improvements, District 1, CEQA Exempt, [\$24,306,331], 66% Federal, 34% State

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

- 1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 and 15061(b)(3);
- 2. Approve the attached Sixth Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the County; and
- 3. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five days of approval by the Board.

**BACKGROUND:** 

Summary

(Commences on Page 2)

FISCAL PROCEDURES APPROVED

PAUL INGULO, CPA, AUDITOR-CONTROLLER
BY DOLLAR 15

Susana Garcia-Bocanegra

Robert Field

Rohini Dasika

Assistant County Executive Officer/EDA

POLICY/CONSENT

Kecia Harper-Ihem

Clerk of the Ba

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total	Cost:	Oı	ngoing Cost:	1 T S 1 4 2 1 1 2 1 1 2 1 1 2 1 2 1 2 1 2 1 2	er Exec. Office)
COST	\$ 0	\$ 0	\$	24,306,331	\$	0	Conse	ent D Policy
NET COUNTY COST	\$ 0	\$ 0	) \$	0	\$	0	001130	10110
SOURCE OF FUN	DS: 66% Feder	al, 34% State				Budget Adjustn	nent:	No
						For Fiscal Year	•	2014/15-23/24
C.E.O. RECOMME	NDATION:			APPROV	!	ne Dasy	an	/

**County Executive Office Signature** 

#### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley

Nays: None Absent: None

Date: June 30, 2015

xc: EDA, Recorder

Prev. Agn. Ref.: 3.9 12/13/05 District: 1 Agenda Number: 3 - 25

Randall Tagami, Inte

Director

<u>6</u>

Positions Added Change Order

A-30 4/5 Vote

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

**Economic Development Agency** 

**FORM 11:** Sixth Amendment to Lease - Department of Child Support Services - Seven Year Term Extension, Options to Relocate and to Expand, Tenant Improvements, District 1, CEQA Exempt,

[\$24,306,331], 66% Federal, 34% State

**DATE:** June 18, 2015

**PAGE:** 2 of 3

# BACKGROUND:

#### **Summary**

On May 22, 2001, the County entered into a lease agreement on behalf of the Department of Child Support Services (DCSS) for the facility located at 2001, 2041 & 2081 lowa Street, Riverside. This facility continues to meet the needs and requirements of DCSS and this Sixth Amendment to Lease represents a seven year extension of the current lease agreement commencing February 1, 2017. Effective June 30, 2015 DCSS will vacate 11,832 sq. ft. of the second floor of 2001 lowa Street and relocate staff to the first floor of 2001 lowa Street. DCSS shall have the option to vacate the remaining 11,410 sq. ft. on the second floor of the 2001 lowa by providing Lessor with thirty days prior written notice. If DCSS elects to exercise this option, rent shall be reduced by the square footage vacated at the then current rental rate. Landlord at its sole cost and expense shall install additional exterior lighting as outlined on Exhibit O attached to the Lease. Lessor at its sole cost and expense shall complete alterations to be determined at a later date at a cost not to exceed \$15,000.00.

Pursuant to the California Environmental Quality Act (CEQA), the lease amendment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1 – Existing Facilities and Section 15061(b)(3). The proposed project, the lease amendment, is the letting of property involving minor alterations to existing facilities where no or negligible expansion of an existing use will occur.

Location:

2001, 2041, 2081 Iowa Avenue

Riverside, California

Lessor:

GPT Riverside California, LLC 13625 California Street, Suite 310

Omaha, Nebraska 68154

Size:

117,168 square feet, to be reduced by 11,852 square feet effective June 30,

2015, leaving a total of 105,316 square feet.

Term:

Current term expires 1/31/17; lease will be extended seven years

commencing 2/1/17, expiring 1/31/24

Rent:

Current Rate

Extension Rate Effective 2/1/17

\$2.09 per sq. ft.

\$2.07per sq. ft.

\$244,653.17 per month

\$218,654.34 per month

\$2,935,838.04 per year

\$2,623,852.08 per year

Annual Adjustment:

Two percent

Option:

County shall have the option to vacate 11,410 s. ft. of the second floor of 2001

lowa Avenue Building. Option shall be exercised by providing Landlord with

thirty days prior written notice.

**Utilities:** 

Electricity and telephone paid by County

Custodial:

Provided by Lessor

Maintenance:

Provided by Lessor

(Continued)

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

**Economic Development Agency** 

**FORM 11:** Sixth Amendment to Lease - Department of Child Support Services - Seven Year Term Extension, Options to Relocate and to Expand, Tenant Improvements, District 1, CEQA Exempt,

[\$24,306,331], 66% Federal, 34% State

**DATE:** June 18, 2015

**PAGE:** 3 of 3

#### **BACKGROUND:**

**Summary** (Continued)

Improvements:

Lessor at its sole cost and expense shall install additional exterior lighting throughout the facility. Lessor at its sole cost and expense shall complete alterations to be determined at a later date at a cost not to exceed \$15,000.00.

This Sixth Amendment to Lease has been approved as to form by County Counsel.

#### Impact on Citizens and Businesses

This facility provides a valuable service to residents of the County and this lease extension will insure that this assistance continues.

#### **Contract History and Price Reasonableness**

This is a Sixth Amendment to Lease; the lease rate is a competitive fair market rate for this facility.

Attachments:

Exhibits A, B & C 6<sup>th</sup> Amendment to Lease with Exhibits N & O Notice of Exemption

# Exhibit A

# FY 2014/15

# Department of Child Social Services 2001,2041, 2081 Iowa Avenue, Riverside

## **ESTIMATED AMOUNTS**

# Total Square Footage to be Leased:

Current Office:	117,16	3 SQ	FT	
Approximate Cost per SQFT (July - June) - 5th Ammendm \$	2.0	9		
Lease Cost per Month (July - June) - 5th Ammendment		\$	244,653.17	
Total Lease Cost (July - June) - 5th Ammendment Total Estimated Lease Cost for FY 2014/15				\$ 2,935,838.04 \$ 2,935,838.04
Estimated Additional Costs:				
Utility Cost per Square Foot \$ Estimated Utility Costs per Month (July - June)	0.1	2	14,060.16	-
Total Estimated Utility Cost				\$ 168,721.92
RCIT				\$
Tenant Improvement				
EDA Lease Management Fee - 3.89%				\$ 114,204.10
TOTAL ESTIMATED COST FOR FY 2014/15				\$ 3,218,764.06
Amount Previously approved in 5th Amendment				\$ 3,218,764.06
Amount of FY14/15 for 6th Amendment				\$ -

# Exhibit B

# FY 2015/16

# Department of Child Social Services 2001,2041, 2081 Iowa Avenue, Riverside

## **ESTIMATED AMOUNTS**

# **Total Square Footage to be Leased:**

Current Office:		105,316	SQF	т	
Approximate Cost per SQFT (July- Jan) Approximate Cost per SQFT (Feb - June)	\$ \$	2.09 2.15			
Lease Cost per Month (July- Jan) Lease Cost per Month (Feb - June)			\$ \$	220,212.71 226,431.67	
Total Lease Cost (July- Jan) Total Lease Cost (Feb - June) Total Estimated Lease Cost for FY 2015/16					\$ 1,541,488.97 \$ 1,132,158.35 <b>\$ 2,673,647.32</b>
Estimated Additional Costs:					
Utility Cost per Square Foot Estimated Utility Costs per Month (July - June)	\$	0.12	\$	12,637.92	
Total Estimated Utility Cost					\$ 151,655.04
RCIT					\$ -
Tenant Improvement					
EDA Lease Management Fee - 4.12%					\$ 110,154.27
TOTAL ESTIMATED COST FOR FY 2015/16					\$ 2,935,456.63
Amount Previously approved in 5th Amendment					\$ 2,935,456.63
Amount of FY15/16 for 6th Amendment					\$ -

# Exhibit C

## FY 2016/17 to FY 2023/24

# Department of Child Social Services 2001,2041, 2081 Iowa Avenue, Riverside

## **ESTIMATED AMOUNTS**

#### **Total Square Footage to be Leased:**

Current Office:

105,316 SQFT

		FY 2016/17	ı	=Y 2017/18	F	Total FY 2018/19 to FY 2023/24
Approximate Cost per SQFT (July - Jan) Approximate Cost per SQFT (Feb - June)	\$ \$	2.15 2.07	\$ \$	2.07 2.11		
Lease Cost per Month (July - Jan) Lease Cost per Month (Feb - June)	\$ \$	226,431.67 218,645.34	\$ \$	218,645.34 223,018.24		1,406,825.98 1,183,807.75
Total Lease Cost (July - Jan) Total Lease Cost (Feb - June) Total Estimated Lease Cost for FY 2016/17 to FY 2023/24	\$	1,585,021.69 1,093,226.70 <b>2,678,248.39</b>	\$	1,530,517.38 1,115,091.18 2,645,608.56	\$ \$	9,847,781.89 5,919,038.74 <b>15,766,820.63</b>
Estimated Additional Costs:						
Utility Cost per Square Foot	\$	0.12	\$	0.12	\$	0.12
Estimated Utility Costs per Month (July - June)	\$	12,637.92	\$	12,637.92	\$	12,637.92
Estimated Utility Cost (July-Jan) Estimated Utility Cost (Feb-June)	\$ \$	88,465.44 63,189.60	\$ \$	88,465.44 63,189.60	\$ \$	530,792.64 315,948.00
Total Estimated Utility Cost	\$	151,655.04	\$	151,655.04	\$	846,740.64
EDA Lease Management Fee - 4.12% (July-Jan) EDA Lease Management Fee - 4.12% (Feb - June) Total EDA Lease Management Fee - 4.12%	\$ \$ \$	65,302.89 45,040.94 110,343.83	\$ \$	63,057.32 45,941.76 108,999.07	\$ \$	405,728.61 243,864.40 649,593.01
ESTIMATED COST FOR FY 2016/17	\$	2,940,247.26				
Amount Previously approved in 5th Amendment	\$	1,738,790.02				
TOTAL ESTIMATED COST FOR FY 2016/17 to FY 2023/24		1,201,457.24	\$ :	2,906,262.68	\$	17,263,154.28

F11: Cost - Total Cost

\$ 24,306,330.82



Original Negative Declaration/Notice of Determination was routed to County

Clerks for posting on.

Initial

#### NOTICE OF EXEMPTION

March 27, 2015

Project Name: County of Riverside, Sixth Amendment to Lease, Department of Child Support Services, Riverside

Project Number: FM042611007600

Project Location: 2001, 2041 & 2081 Iowa Street, Riverside, California;

Assessor Parcel Numbers: 249-110-055, 249-110-056 and 249-110-057 (see attached exhibits)

Description of Project: County of Riverside (County), on behalf of the Department of Child Social Services (DCSS), proposes to amend and extend the term of the lease with GPT Riverside California, LLC, a Delaware corporation, as successor in interest to Government Properties Trust, Inc., a Maryland corporation, (Lessor) commencing on February 1, 2017 through January 31, 2024. The premise currently consists of an existing building located at 2001, 2041 & 2081 Iowa Street, Riverside, California, providing a valuable service to residents of the County. This seven year lease extension will insure that this assistance continues. The original lease, dated May 22, 2001, has been amended by that certain First Amendment to Lease dated May 14, 2002 by and between County and Hunter Park Office Plaza, a California limited partnership, the Second Amendment to Lease dated June 4, 2002 by and between County and Hunter Park Office Plaza, a California limited partnership, the Third Amendment to Lease dated August 27, 2002 by and between County and Hunter Park Office Plaza, a California limited partnership, the Fourth Amendment to Lease dated October 28, 2003 by and between the County and Hunter Park Office Plaza, a California limited partnership, and the Fifth Amendment to Lease dated December 13, 2005 by and between the County and Government Properties Trust, Inc., a Maryland corporation as successor in interest to Hunter Park Office Plaza, a California limited partnership (collectively the Lease). The parties now desire to amend the Lease to extend the term seven years, modifying the rent and minor tenant improvements. County shall have the option to vacate the second floor of the 2001 Iowa Avenue Building comprised of 23,262 square feet, staff will be relocated to the first floor by providing sixty-days notice; Landlord to provide an allowance not to exceed \$300,000.00 for rearrangements and alterations on the first floor if it is determined work is needed. Landlord at its sole cost and expense shall install additional exterior lighting throughout the facility. In the event that any future improvement are made, they would not involve any changes to land use, the existing building, or environment and any future tenant improvements would be limited to the interior of the structure. The existing structure is located in a developed portion of the City of Riverside, and any future interior improvements would have no impacts on biological or cultural resources. Further, the size and scale of such interior improvements would not result in traffic, noise, or air quality impacts during construction. The proposed project is the letting of property involving existing facilities; no expansion of an existing use will occur. The leased premises consist of approximately 117,168 square feet for the purpose of providing services for the Department of Child Social Services and shall not be used for any other purpose.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency

JUN 3 0 2015 3-25

P.O. Box 1180 • Riverside, California • 92502 • 1; 951.955.8916 • F: 951.955.6486 WWW.fivcoeda.org

Administration Aviation Business Intelligence Cultural Services Community Services Custodial Housing Housing Authority Information Technology Maintenance Marketing Economic Development Edward-Dean Museum Environmental Planning Fair & National Date Festival Foreign Trade Graffiti Abatement Parking Project Management Purchasing Group Real Property Redevelopment Agency Workforce Development **Exempt Status:** State California Environmental Quality Act (CEQA) Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b)(3), General Rule or "Common Sense" Exemption.

Reasons Why Project is Exempt: The Project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The option to extend the lease and minor tenant improvement alterations is not anticipated to result in any significant physical environmental impacts.

- Section 15301 Class 1 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project as proposed is the option to extend an existing lease with minor tenant improvements. Any current proposed or additional future improvement made would not involve any changes to land use, the existing building, or environment and any future tenant improvements would be limited to the interior of the structure. The option to extend the lease will not increase or expand the use of the site, and merely allows for the continued use of the site in a similar capacity; therefore, the Project meets the scope and intent of the Class 1 Exemption.
- Section 15061 (b)(3) "Common Sense" Exemption. In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b)(3). The use of this exemption is appropriate if "it can be seen with certainty that that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the actively cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v Solano County Airport Land Use Comm'n* (2007) 41 Cal.4th 372.

With certainty, there is no possibility that the Project may have a significant effect on the environment. The option to extend the lease will not have an effect on the environment. The use and operation of the facility will be substantially similar to the existing uses and will not create any new environmental impacts to the surrounding area. Additionally, any upgrades to the site would only entail interior tenant improvements which would not result in any direct or indirect physical environmental impacts. Therefore, in no way would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:

John Alfred, Acting Senior Environmental Planner County of Riverside, Economic Development Agency

# RIVERSIDE COUNTY CLERK & RECORDER

# AUTHORIZATION TO BILL BY JOURNAL VOUCHER

Project Name:	Sixth Amendment to Lease, Department of Child Support Services, Riverside
Accounting String:	Fund: 524830-47220-7200400000- FM042611007600
DATE:	March 27, 2015
AGENCY:	Riverside County Economic Development Agency
	S THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND OR THE ACCOMPANYING DOCUMENT(S).
NUMBER OF DOCU	JMENTS INCLUDED: One (1)
AUTHORIZED BY:	John Alfred, Acting Senior Environmental Planner, Economic Development Agency
Signature:	John May
PRESENTED BY:	Trea Womack, Senior Real Property Agent, Economic Development Agency
	-TO BE FILLED IN BY COUNTY CLERK-
ACCEPTED BY:	
DATE:	
RECEIPT # (S)	



Date:

March 27, 2015

To:

Mary Ann Meyer, Office of the County Clerk

From:

John Alfred, Acting Senior Environmental Planner, Project Management Office

Subject:

County of Riverside Economic Development Agency Project # FM042611007600

Sixth Amendment to Lease, Department of Child Support Services, Riverside

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10<sup>th</sup> Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.

Attachment

cc: file

### SIXTH AMENDMENT TO LEASE

## 2001, 2041, 2081 Iowa Street, Riverside

3

THIS SIXTH AMENDMENT TO LEASE ("Sixth Amendment"), dated as of

MLプロ , 2015, is entered into by and between the COUNTY OF

RIVERSIDE, a political subdivision of the State of California, County, and GPT

RIVERSIDE CALIFORNIA, LLC, a Delaware limited liability company, as successor in interest to Government Properties Trust, Inc., a Maryland corporation, ("Lessor"),

sometimes collectively referred to as the "Parties".

10

- 14
- 15
- 17
- 18
- 19
- 21
- 22
- 23
- 25
- 26
- 27

- 11 12
- 13
- 16

- 20
- 24

28

# **RECITALS**

- a. The Magnon Group dba Hunter Park Office Plaza, predecessor to GPT Riverside California, LLC, as Lessor and County have entered into that certain original Lease dated May 22, 2001, pursuant to which Lessor has agreed to lease to County and County has agreed to lease from Lessor approximately 99,900 square feet of office space in those certain buildings located at 2001, 2041 and 2081 lowa Street, Riverside, as more particularly described in the Lease.
  - The Original Lease has been amended as follows: b.
- 1. The First Amendment to Lease dated May 14, 2002 by and between County of Riverside and Hunter Park Office Plaza, a California limited partnership, whereby the Parties increased the square footage of office space and amended the rent.
- 2. The Second Amendment to Lease dated June 4, 2002 by and between County of Riverside and Hunter Park Office Plaza; a California limited partnership, whereby the Parties amended the rent amount.
- 3. The Third Amendment to Lease dated August 27, 2002 by and between County of Riverside and Hunter Park Office Plaza, a California limited

partnership, whereby the Parties the rent and increased the square footage of office space to 117,168 square feet.

- 4. The Fourth Amendment to Lease dated October 28, 2003 by and between the County of Riverside and Hunter Park Office Plaza, a California limited partnership whereby the Parties amended among other things, the rent amount, extended the term period and to provide an option to extend provision.
- 5. The Fifth Amendment to Lease dated December 13, 2005 by and between the County of Riverside and Government Properties Trust, Inc., a Maryland corporation, as successor in interest to Hunter Park Office Plaza, a California limited partnership whereby the Parties extended the term period, and to acknowledge the new owner of the property and Lessor.
- c. The original Lease together with amendments are collectively referred to herein this Sixth Amendment as the "Lease".
- d. The Parties now desire to amend the Lease, among other things, to extend the term, amend the rent amount and to acknowledge the new Lessor entity, GPT Riverside California LLC.
- NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:
- 1. LEASED PREMISES. Section 1.2 of the Lease is amended by adding the following:

County shall vacate 11,852 sq. ft. on the second floor of 2001 lowa Street, Riverside, effective June 30, 2015 and relocate staff to the first floor. County shall retain the remaining 11,410 sq. ft. as outlined on Exhibit N attached hereto and by this reference incorporated herein. The County shall have the option to vacate the remaining 11,410 sq. ft. on the second floor of 2001 lowa Street, Riverside, at any time during the lease term by providing Lessor with thirty (30) days advanced written notice.

2. TERM. Section 1.3 of the Lease is hereby amended by adding the following:

The term of this Lease shall be extended eighty four (84) months commencing on February 1, 2017 and shall expire on January 31, 2024 (extended term.)

3. RENT. Section 5.1 of the Lease shall be amended as follows: Effective July 1, 2015 the rental rate shall be as follows:

Lease Period	Monthly Rent	Rate Per Sq. Ft.
7/1/15 – 1/31/16	\$220,112.71	\$2.09
2/1/16 – 1/31/17	\$226,431.67	\$2.15
2/1/17 – 1/31/18	\$218,645.34	\$2.07
2/1/18 – 1/31/19	\$223,018.24	\$2.11
2/1/19 – 1/31/20	\$227,478.60	\$2.15
2/1/20 – 1/31/21	\$232,028.17	\$2.20
2/1/21 – 1/31/22	\$236,668.73	\$2.24
2/1/22 – 1/31/23	\$241,402.10	\$2.29
2/1/23 –1/31/24	\$246,230.14	\$2.33

If the County elects to exercise its option to vacate the remaining 11,410 sq. ft. on the second floor pursuant to Section 1.2 in the lease, rent shall be reduced by the square footage vacated at the then current rate.

- 4. IMPROVEMENTS BY LESSOR. Section 9.1 of the Lease is hereby amended by adding new Subsection 9.1.4:
- 9.1.4 Lessor at its sole cost and expense shall install additional exterior lighting improvements as outlined on Exhibit O attached hereto and by this reference incorporated herein. Lessor at its sole cost and expense shall complete alterations to be determined at a later date at a cost not to exceed \$15,000.00.
- 5. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL SPACE. Section 3.5 of the Lease is now replaced with the following:

County shall have the Right of First Offer (the "Right of First Offer") to lease any additional space within the Project as it becomes available to lease. This

9

14 15

13

16

17

19 III

///

22 ///

23 ///

24 ///

27 ///

28

includes the 11,852 square feet of space on the second floor of 2001 lowa Street, Riverside. Lessor shall provide County with a written notice of intention to lease, Including terms and conditions. County shall have ninety (90) days from receipt of written notice to exercise this option, after which the option will terminate.

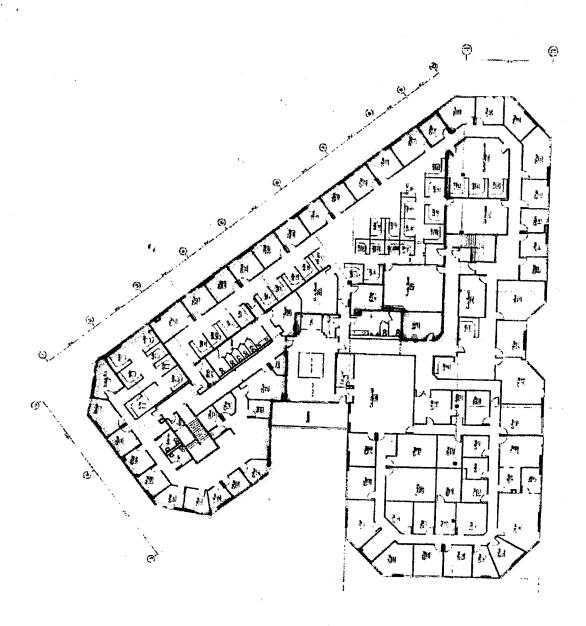
- SIXTH AMENDMENT TO PREVAIL. The provisions of this Sixth Amendment shall prevail over any inconsistency or conflicting provisions of the Lease. Any capitalized terms shall have the meaning defined in the Lease, unless defined herein or context requires otherwise.
- 7. MISCELLANEOUS. Except as amended or modified herein, all terms of the Lease shall remain in full force and effect. If any provisions of this Amendment shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease. Neither this Amendment nor the Lease shall be recorded by the County.
- 8. EFFECTIVE DATE. This Sixth Amendment to Lease shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

///

18  $/\!/\!/$ 

IN WITNESS WHEREOF, the parties have e	xecuted this Sixth Amendment to Lease
as of the date first written above.	
LESSEE:	LESSOR: 7
COUNTY OF RIVERSIDE	GPT RIVERSIDE CALIFORNIA, LLC A Delaware limited liability company
	A Delaware united liability company
	By: Philip/Han, Authorized Signatory
Board of Supervisors	r ingrian, ramenzea eignater,
	1
ATTEST:	
Clerk of the Board	
By & All Waston	
Deputy	
APPROVED AS TO FORM:	
Gregory P. Priamos, County Counsel	
- 12 Mil - 11 / - 1	
Deputy County Counsel	
	LESSEE: COUNTY OF RIVERSIDE  BY Arcellog Marion Ashley, Chairman Board of Supervisors  ATTEST: Kecia Harper-Ihem Clerk of the Board By Deputy  APPROVED AS TO FORM: Gregory P. Priamos, County Counsel  By: Myna M. Gunzel  SYNTHIA M. GUNZEL

28



2001 Iowa Street, 2<sup>nd</sup> Floor Riverside, California



January 29, 2015

Hunter Park Building Lighting 2001,2041,2081 Iowa Ave, Riverside

To: Michael Guzman

COLLIERS INTERNATIONAL 2855 GUASTI ROAD ONTARIO, CA 91761

# Page 1 We propose to furnish the following:

**Building Site Scope of Work:** 

 Remove (21) existing 400 watt high pressure sodium "shoe box" light fixture and replace with new LED 150 watt that a equivalent to a 500 watt HID fixture

### **Building 2001 Scope of Work:**

- Install (2) LED "wall pack light fixtures" mounted on East building wall and controlled by photo cell
- Install (3) LED "wall pack light fixtures" mounted on South building wall and controlled by photo cell
- Install (1) LED "wall pack light fixtures" mounted on South West building wall and controlled by photo cell

## **Building 2041 Scope of Work:**

- Install (2) LED "wall pack" light fixtures mounted on North building wall and controlled by photo cell
- Install (1) LED "wall pack" light fixtures mounted on East building wall and controlled by photo cell
- Install (2) LED "wall pack" light fixtures mounted on South West building wall and controlled by photo cell
- Remove and replace (2) 400 watt high pressure sodium "wall packs" to LED fixture

#### **Building 2081 Scope of Work:**

- Remove and replace (8) 400 watt high pressure sodium "wall packs" to LED fixture
- Trench and back fill approximately 700 feet ditch
- Saw-cut and patch asphalt across drive way 6"x7"
- Install (5) 2'x2'x6' concrete light bases, with rebar cage, anchor bolt, and concrete with 3/4" rock at 2500 PSI
- Install (1) 3/4" PVC conduit approximately 700 feet, from pole to pole and into building
- Install (1) 3/4" EMT conduit form building wall and through ceiling space into electric room

 $(a_1, \chi_1, \dots, \chi_n) = (a_1, \dots, a_n) + (a_n, \dots, a_n)$ 

- Install (5) 4"x25' light pole with single LED "shoe box" light fixture
- Light to be controlled by existing time clock

Continue On Page 2



### Page 2

This price in	cludes the	following:
---------------	------------	------------

- Man Lift
- Trencher
- City Permits

# Total Price \$65,942.00

#### **EXCLUSIONS:**

 Landscaping repairs do to trench and concrete bases (irrigation system, sod, trees, and shrubs), and repair to existing lighting (lamp, ballast, wire, and controls)

Engineered Drawing

Thank You,

Daniel Shoemaker

Proposal valid for 30 days.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature	Date Date
Alltech Electric Inc.	2111 Atlanta Ave #101 Riverside, CA 92507 License #C-10 603423

**EXHIBIT O**