

Regional Conservation Authority

**FIRST AMENDMENT TO REVENUE LEASE BETWEEN THE
 WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION
 AUTHORITY AND THE COUNTY OF RIVERSIDE**

Staff Contact:

**Honey Bernas
 Director of Administrative Services
 (951) 955-2842**

Background:

On June 9, 2008, the RCA Board of Directors approved a lease agreement for office space between the Western Riverside County Regional Conservation Authority and the County of Riverside. This first Amendment to the Lease Agreement represents a relocation of square footage comprised of 356 square feet of a shared lobby and adjacent hallway within Suite 300/320. The Economic Development Agency desires to utilize the shared lobby for their reception area. In lieu of this space, RCA will occupy 356 square feet of space in Suite 315 for a much needed storage area. Further, said amendment waives the three percent annual increase due July 1, 2009 and July 1, 2010, which results in a savings of \$11,508.27 to RCA, and memorializes the parking arrangements and rates.

Staff Recommendation:

That the RCA Executive Committee:

1. Approve the First Amendment to the Revenue Lease between the Western Riverside County Regional Conservation Authority and the County of Riverside; and
2. Authorize staff to agendize this matter for the September 14, 2009 meeting of the RCA Board of Directors.

Attachments:

FINANCIAL INFORMATION	
In Fiscal Year 2010 Budget: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Cost: (\$5,669.10) Annual Cost: FY 2011 (\$5,839.17)
Source of Funds: Various	Budget Adjustment: No
Approved by: <i>Honey Bernas</i>	Date: August 10, 2009

AGENDA ITEM NO. 10

ATTACHMENT First Amendment to Revenue Lease

1 **FIRST AMENDMENT TO REVENUE LEASE**
2 **WESTERN RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY**
3 **3403 Tenth Street, Suite 320, Riverside, California**

4 This First Amendment to Lease ("First Amendment") is made as of
5 _____, 2009, by and between the **COUNTY OF RIVERSIDE**, a
6 political subdivision of the State of California ("County"), and the **WESTERN**
7 **RIVERSIDE COUNTY REGIONAL CONSERVATION AUTHORITY**, a Joint Powers
8 Authority, herein "Lessee", hereby agree to amend that certain lease dated July 15,
9 2008, for the premises located at 3403 Tenth Street, Suite 320, Riverside, California,
10 as more particularity shown on Exhibit "A" attached thereto as follows:

11 **1. Recitals.**

12 a. Lessor and County entered into that certain Lease dated July 15,
13 2008 (the "Original Lease") for the premises located at 3403 Tenth Street, Suite 320,
14 Riverside, California ("Leased Premises"), as more particularly described on Exhibit
15 "A", attached hereto and made a part hereof.

16 **1. Description.**

17 (a) Effective July 1, 2009, Lessee shall vacate that portion of the
18 lobby and adjacent hallway in Suite 300/320 comprised of 356 square feet as more
19 particularly shown on Exhibit "C" attached hereto and by this reference made a part of
20 this Revenue Lease.

21 (b) Effective July 1, 2009, Lessee shall occupy a portion of Suite 315
22 comprised of three hundred fifty six (356) square feet; as more particularly shown on
23 Exhibit "D" attached hereto and by this reference made a part of this Revenue Lease.

24 **2. Rent.** The following sentences shall be added to the end of Paragraph
25 6(b) of the Lease Agreement: "The three percent (3%) annual rent increase due
July 1, 2009 and July 1, 2010 will be waived. The three (3%) increase due beginning
July 1, 2011 shall be calculated from the current rent in Section 6(a) (i.e.,
\$15,747.50)."

3. Parking. Lessor shall allocate Lessee up to fourteen (14) unreserved
parking spaces at the prevailing rate of Thirty Five Dollars (\$35.00) per space per
month, provided, however, that Lessee shall only pay for the actual parking spaces
used in a particular month.

4. Except as modified or supplemented by this First Amendment to Lease
all terms and conditions shall remain in full force and effect.

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This First Amendment to Lease shall not be binding or consummated until its approval by the Riverside County Board of Supervisors.

DATED: _____

**WESTERN RIVERSIDE COUNTY
CONSERVATION AUTHORITY**

ATTEST:
Honey Bernas
Clerk of the Board

By: _____
Charles V. Landry
Executive Director

By: _____
Deputy

COUNTY OF RIVERSIDE

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Jeff Stone, Chairman
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: _____
Synthia M. Gunzel
Deputy County Counsel

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