

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



**ITEM
3.10
(ID # 10549)**

MEETING DATE:

Tuesday, September 24, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of Third Amendment to Lease with Southern California Association of Governments – Lease Extension, District 2, CEQA Exempt [\$0] (Clerk to File Notice of Exemption)

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, Existing Facilities exemption and Section 15061(b)(3), "Common Sense" exemption;
2. Approve the attached Third Amendment to Lease with Southern California Association of Governments, 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.

ACTION:Policy

Robert Field, Assistant County Executive Officer/ECD 8/28/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 24, 2019
xc: EDA

Kecia R. Harper
Clerk of the Board
By:
Deputy

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 2019/2020	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 18, 2009, the County entered into a Lease Agreement (Lease) with the Southern California Association of Governments (SCAG) for office space at Riverside Centre, 3403 10th Street, Suite 805, Riverside, California. This facility continues to meet the needs and requirements of SCAG and this Third Amendment to Lease represents a three year lease extension commencing on October 1, 2019 and an increase in rent from \$6,479.50 per month to \$6,673.89 per month.

Pursuant to the California Environmental Quality Act (CEQA), the Third Amendment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Sections 15301, Class 1 – Existing Facilities exemption and 15061(b)(3), “Common Sense” exemption. The proposed project, the Third Amendment, is the letting of property where no, or negligible, expansion of an existing use will occur.

Lessor:	County of Riverside/EDA 3403 10th Street, Suite 400 Riverside, California 92501	
Premises:	3403 10th Street, Suite 805 Riverside, California 92501	
Term:	Three years commencing October 1, 2019 expiring on September 30, 2022	
Size:	2,483 square feet	
Rent:	Current	New
	\$2.61 per sq. ft.	\$2.69 per sq. ft.
	\$6,479.50 per month	\$6,673.89 per month
	\$77,754.00 per year	\$80,086.68 per year

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Rental Adjustment: Three percent annually

Utilities: Provided by County, tenant pays for telephone and data

Custodial: Provided by County

Maintenance: Provided by County

Impact on Residents and Businesses

SCAG is a regional metropolitan planning organization with long term regional transportation projects and potential to create jobs and community improvements. SCAG provides a positive impact for Residents and Businesses throughout the County.

Contract History and Price Reasonableness


The original Lease was executed on August 18, 2009. The rental rate and annual escalator are competitive market rates.

ATTACHMENTS:

- Aerial Image
- Third Amendment to Lease
- Notice of Exemption

RF:HM:VY:SG:TG:jb RV443 20.712
Minute Traq ID: 10549


Nehini Masina, Principal Management Analyst 9/16/2019


Gregory V. Priamos, Director County Counsel 9/12/2019



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

9/26/19 Date kb Initial

NOTICE OF EXEMPTION

July 30, 2019

Project Name: County of Riverside, Economic Development Agency (EDA) Southern California Association of Governments Third Amendment to the Lease Agreement, Riverside Centre

Project Number: FM047611044300

Project Location: 3403 10th Street, Suite 805, west of Lime Street, Riverside, California 92501; Assessor's Parcel Number (APN) 215-120-005; (See Attached Exhibit)

Description of Project: On August 18, 2009, the County of Riverside (County) entered into a Lease Agreement with the Southern California Association of Governments (SCAG) for the lease of 2,483 square feet of office space at the Riverside Centre, 3403 10th Street, Suite 805, Riverside, California. The Lease Agreement has been amended twice previously for term extensions and rent modifications. The facility continues to meet the needs and requirements of SCAG and this Third Amendment to Lease represents a three-year lease extension commencing on October 1, 2019 and terminating on September 30, 2022. The Third Amendment to the Lease Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). No changes to the Lease Agreement other than the duration and rent are being proposed. The ongoing use of the facility by SCAG would continue, consistent with the existing use and no expansion of the existing use will occur. The operation of the facility will continue to provide professional services and will not result in an expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

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, and Southern California Association of Governments

Exempt Status: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

Reasons Why Project is Exempt: The proposed project is categorically 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 an impact to an environmental resource of hazardous or critical concern nor does the project have unusual circumstances that could possibility have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Third Amendment to the Lease Agreement.

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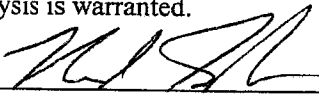
- Administration, Aviation, Business Intelligence, Cultural Services, Community Services, Custodial, Housing, Housing Authority, Information Technology, Maintenance, Marketing, Economic Development, Edward-Dean Museum, Environmental Planning, Fair & National Date Festival, Foreign Trade, Graffiti Abatement, Parking, Project Management, Purchasing Group, Real Property, Redevelopment Agency, Workforce Development

SATemplates\EDA-006a-Letterhead-Color.doc

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical 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 limited to a Lease Agreement of existing office space within an existing building. The use of the office space by SCAG would be consistent with the office-related land use for the building, and would not require any expansion of public services and facilities; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **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 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 activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Third Amendment to the Lease Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the planned use and associated entitlements which were completed prior to the construction of the existing building, which took into the account all of the potential effects that could result from a fully-occupied facility. The use of the facility by the SCAG would be consistent with the planned use, and; 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: _____



Date: _____

7/31/19

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Riverside Centre Southern California Association of Governments Third
Amendment to the Lease Agreement, Riverside

Accounting String: 524830-47220-7200400000- FM047611044300

DATE: July 31, 2019

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND
HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development
Agency

Signature: 

PRESENTED BY: Tonja Gemberling, Senior Real Property Agent, Economic Development
Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: July 30, 2019

To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project #FM047611044300**
Southern California Association of Governments Third Amendment to Lease, Riverside Centre

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: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file

1 **THIRD AMENDMENT TO LEASE**

2 **3403 10TH Street, Suite 805**

3 **Riverside, California**

4
5 **THIS THIRD AMENDMENT TO LEASE** ("Third Amendment"), dated as of
6 September 24, 2019, is entered into by and between the **COUNTY OF**
7 **RIVERSIDE**, a political subdivision of the State of California, ("Lessor") and
8 **SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS**, a joint powers
9 authority, ("Lessee"), sometimes collectively referred to as the "Parties."

10 **RECITALS**

11 a. Lessor and Lessee entered into that certain Lease dated August 18, 2009
12 ("Lease"), pursuant to which Lessor has agreed to lease to Lessee and Lessee has
13 agreed to lease from Lessor approximately 2,483 square feet of office space in that
14 certain building located at 3403 10th Street, Suite 805, Riverside, as more particularly
15 described in the Lease.

16 b. The Lease has been amended by:

17 i. That certain First Amendment to Lease ("First Amendment") dated
18 February 25, 2014, by and between the County of Riverside and Southern California
19 Association of Governments in which the term was extended, rent was increased and
20 language in section 31 regarding permits, licenses and taxes was amended; and

21 ii. That certain Second Amendment to Lease dated April 5, 2016, by and
22 between the County of Riverside and Southern California Association of Governments
23 in which the term was extended and the rent was increased.

24 c. The Parties now desire to amend the Lease to extend the term and revise
25 the provision related to the rent.

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

28
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1 1. **Term.** Section 4.1 of the Lease is amended by the following: The
2 term of the Lease shall be extended an additional three (3) years commencing on
3 October 1, 2019, and terminating on September 30, 2022.

4 2. **Rent.** Section 6 of the Lease is amended by the following:
5 Effective October 1, 2019, monthly rent shall be \$6,673.89 per month.

6 3. **Preamble.** The preamble of the First Amendment is amended by
7 changing the date from "February 25, 2013," to "February 25, 2014."

8 4. **THIRD AMENDMENT TO PREVAIL.** The provisions of this
9 Third Amendment shall prevail over any inconsistency or conflicting provisions of the
10 Lease. Any capitalized terms shall have the meaning defined in the Lease, unless
11 defined herein or context requires otherwise.

12 5. **MISCELLANEOUS.** Except as amended or modified herein, all
13 terms of the Lease shall remain in full force and effect. If any provisions of this Third
14 Amendment shall be determined to be illegal or unenforceable, such determination
15 shall not affect any other provisions. Time is of the essence in this Third Amendment
16 and the Lease and each and all of their respective provisions. Subject to the provisions
17 of the Lease as to assignment, the agreements, conditions and provisions herein
18 contained shall apply to and bind the heirs, executors, administrators, successors and
19 assigns of the Parties. The language in all parts of the Lease shall be construed
20 according to its normal and usual meaning and not strictly for or against either County
21 or Lessee. Neither this Third Amendment, nor the Lease, nor any notice nor
22 memorandum regarding the terms hereof, shall be recorded by Lessee.

23 6. **EFFECTIVE DATE.** This Third Amendment to Lease shall not be
24 binding or consummated until its approval by the Riverside County Board of
25 Supervisors and fully executed by the Parties.

26
27 [Signatures on next page]


28 ///

1 IN WITNESS WHEREOF, the Parties have executed this Third Amendment to
2 Lease as of the date first written above.

3 LESSOR:
4 COUNTY OF RIVERSIDE

LESSEE:
SOUTHERN CALIFORNIA
ASSOCIATION OF GOVERNMENTS

5
6
7 By: 
Kevin Jeffries, Chairman
8 Board of Supervisors

By: 
Basil Panas, CFO

9
10 ATTEST:
11 Kecia R. Harper
12 Clerk of the Board

13 By: 
Deputy

14
15 APPROVED AS TO FORM:
16 Gregory P. Priamos, County Counsel

17 By: 
18 Thomas Oh
19 Deputy County Counsel

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