

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



ITEM: 3.8  
(ID # 12489)

**MEETING DATE:**

Tuesday, June 23, 2020

**FROM:** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Ratification and Approval of Second Amendment to Lease with Jose L. Perez and Rafaela C. Perez, Law Office of Public Defender, Banning, 3-Year Lease, District 5, CEQA Exempt, [\$182,005] General Fund 100% (Clerk to File Notice of Exemption)

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

1. Find that the project is categorically 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. Ratify and Approve the Second Amendment to Lease with Jose L. Perez and Rafaela C. Perez and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Authorize and direct the Clerk of the Board to file Notice of exemption within five business days of approval by the Board.

**ACTION:** Policy

  
Rose Salgado, Director of Facilities Management 5/20/2020

  
Amanda DeGasparin 5/27/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Hewitt 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: June 23, 2020  
xc: FM-RE

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$9,831	\$59,434	\$182,005	\$
	\$9,831	\$59,434	\$182,005	\$
<b>SOURCE OF FUNDS:</b> General Funds 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2019/20-2022/23	

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

The County of Riverside has been a tenant under a lease (Original Lease) at 245 North Murray Street, Banning since March 17, 2015. The office continues to meet the space requirements for the Law Office of the Public Defender and the department seeks to extend the lease for an additional three years and provide for improvements through this Second Amendment to the Original Lease.

In an effort to assist the Public Defender in keeping their operating cost at an effective rate and enhancing the aesthetics of the office space the Facilities Management-Real Estate (FM-RE) has negotiated to maintain the rental rate consistent with the current rate, and for Lessor to provide tenant improvements at Lessor's sole cost and expense. The improvements shall consist of new tile carpet and paint throughout the interior of the premises, install new cabinets in both restrooms, install new vinyl flooring in the breakroom, and securing the lobby doors with new door jams and locksets.

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA guidelines Section 15301, Class 1-Existing facilities exemption and Section 15061(b)(3) "Common Sense" exemption. The proposed project, the approval of the Second Amendment, is the letting of property involving existing facilities, and no expansion of an existing use will occur.

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

The Second Amendment is summarized below:

Lessor: Jose L. Perez and Rafaela C. Perez  
121 S. Mountain Avenue  
Upland, CA 91789

Location: 245 N. Murray Street



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

Banning, CA

Size: 2,775 Square Feet

Term: Three years, May 1, 2020 to April 30, 2023

Rent:	Current	New
	\$ 1.50 PSF	\$ 1.50 PSF
	\$ 4,684.93 Per Month	\$ 4,684.93 Per Month
	\$56,219.16 Per Year	\$56,219.16 Per Year

Annual Escalator: 2.5%

Improvements: Improvements at Lessor's sole cost and expense

Utilities: County pays for electricity and phones. Lessor is responsible for all other operating utilities.

Maintenance: Lessor is responsible for Maintenance, including Pest Control.

Custodial: Lessor is responsible for custodial services including paper products.

**Impact on Citizens and Business**

This Law Office of Public Defender will serve the needs of all the residents within the region. In addition, this Public Defender site is conveniently located close to the State Court House for ease of access.

**SUPPLEMENTAL:**

**Additional Fiscal Information:**

See Exhibits A, B & C

The Law Office of Public Defender will reimburse Facilities Management for all associated costs of the Lease on a monthly basis.

**Contract History and Price Reasonableness**


The Lease rate is deemed competitive based upon the current market.

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

**Attachments:**

Second Amendment  
Exhibits A, B & C  
Notice of Exemption  
Aerial Map

CC:dr/06102020/BA035/30.136

  
Steven Atkeson 6/12/2020

  
Gregory V. Priamos, Director County Counsel 6/11/2020



County of Riverside  
Facilities Management  
3133 Mission Inn Avenue, Riverside, CA

FOR COUNTY CLERK USE ONLY

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

6/26/20  
Date

PP  
Initial

## NOTICE OF EXEMPTION

May 12, 2020

**Project Name:** Public Defender Second Amendment to Lease, Banning

**Project Number:** FM042130003500

**Project Location:** 245 North Murray Street, north of Williams Street, Banning, California; APN 541-101-017

**Description of Project:** The County of Riverside (County) has been under lease at 245 North Murray Street, Banning, since March 17, 2015 (Lease). The building, consisting of 2,775 square feet, and occupied by the Public Defender's Office. The space continues to meet the needs of the Public Defender and a three-year extension with tenant improvements is being sought. The improvements shall consist of new tile carpet and paint throughout the interior of the Premises, install new cabinets in both restrooms, install new vinyl flooring in the breakroom, and securing the lobby doors with new door jams and locksets. The Second Amendment to the Lease Agreement with Jose L. Perez and Rafaela C. Perez is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no expansion of the existing facility will occur. The operation of the facility will continue to provide public services for the Public Defender. No additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** Riverside County

**Name of Person or Agency Carrying Out Project:** Riverside County Facilities Management

**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

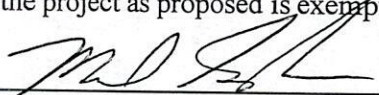
**Reasons Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially 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 Second Amendment to the Lease Agreement.

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- **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 regarding an existing building with minor tenant improvements, which include new carpeting, painting, cabinets, flooring and lobby door security. The project will not require physical modifications to the existing building which would increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity; 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 Second 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 existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. 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.

Therefore, the County of Riverside Facilities Management 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: 5/12/20  
 Mike Sullivan, Senior Environmental Planner  
 County of Riverside, Facilities Management

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Banning Public Defender Second Amendment to Lease**

**Accounting String: 524830-47220-7200400000 - FM042130003500**

DATE: May 12, 2020

AGENCY: Riverside County Facilities Management

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, Facilities Management

Signature: 

PRESENTED BY: Cindy Campos, Senior Real Property Agent, Facilities Management

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



County of Riverside  
Facilities Management  
3133 Mission Inn Avenue, Riverside, CA 92507

Date: May 12, 2020  
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk  
From: Mike Sullivan, Senior Environmental Planner, Facilities Management  
Subject: **County of Riverside Facilities Management Project # FM042130003500**  
Banning Public Defender Second Amendment to Lease

The Riverside County's Facilities Management'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 #2600**

**Attention: Mike Sullivan, Senior Environmental Planner,**  
**Facilities Management,**  
**3133 Mission Inn Avenue, Riverside, CA 92507**

**If you have any questions, please contact Mike Sullivan at 955-8009 or email at [msullivan@rivco.org](mailto:msullivan@rivco.org).**

Attachment

cc: file



1  
2 **SECOND AMENDMENT TO LEASE**  
3 245 North Murray Street, Banning, CA 92220

4 **THIS SECOND AMENDMENT TO LEASE** ("Second Amendment") dated as of  
5 JUN 23 2020

6 \_\_\_\_\_, is entered by and between **COUNTY OF RIVERSIDE**, a  
7 political subdivision of the State of California, ("County") and **JOSE L. PEREZ AND**  
8 **RAFAELA C. PEREZ**, (Lessor). County and Lessor are hereinafter collectively  
9 referred to as the "Parties".

9 **RECITALS**

10 A. County and Lessor have entered into a lease, dated March 17, 2015, the  
11 ("Original Lease") pursuant to which County has agreed to lease from Lessor and  
12 Lessor has agreed to lease to County space within that certain building located at 245  
13 North Murray Street, Banning, California, also identified as Assessor Parcel Number  
14 541-101-017, as more particularly described in Exhibit "A" of the Original Lease.

15 B. The Original Lease has been amended by: That certain First Amendment  
16 dated April 26, 2018, by and between County of Riverside, and Jose L. Perez and  
17 Rafaela C. Perez (the "First Amendment").

18 The Original Lease and the First Amendment together with this Second  
19 Amendment are collectively referred to herein as the "Lease".

20 The Parties now desire to amend the Lease to extend the term of the  
21 Lease and Lessor shall provide certain improvements to the premises at Lessor's sole  
22 cost and expense.

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

25 1. **TERM.** Section 3 (a) of the Lease shall amended as follows: The term of this  
26 extension shall be for a period of Forty (40) months commencing on May 1, 2020 and  
27 expiring on July 31, 2023.  
28

1 2. **RENT.** Section 5 of the Lease shall be amended as follows: County shall pay  
2 to Lessor the monthly sums as rent for the leased Premises during the term of this  
3 Second Amendment as indicated below:

<u>AMOUNT</u>	<u>DATES</u>
\$4,684.93	May 1, 2020 to April 30, 2021
\$4,802.05	May 1, 2021 to April 30, 2022
\$4,922.30	May 1, 2022 to July 31, 2023

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9 3. **IMPROVEMENTS.** Lessor shall provide at Lessor's sole cost an expense  
10 certain improvements to the Premises and noted in Exhibit "B". Exhibit "B" is hereby  
11 made a part of this Second Amendment to Lease for reference.

12 4. **CAPITALIZED TERMS; SECOND AMENDMENT TO PREVAIL.** Unless  
13 defined herein or the context requires otherwise, all capitalized terms herein shall have  
14 the meaning defined in the Original Lease, as heretofore amended. The provisions of  
15 this Second Amendment shall prevail over any inconsistency or conflicting provisions  
16 of the Original Lease.

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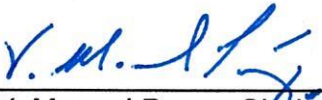
1 or Lessee. Neither this Second Amendment, nor the Original Lease, nor any notice nor  
2 memorandum regarding the terms hereof, shall be recorded by Lessee.

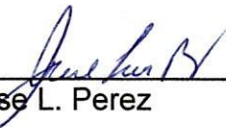
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1 6. **Approval of Supervisors.** Anything to the contrary notwithstanding, this Lease  
2 shall not be binding or effective until its approval by the Riverside County Board of  
3 Supervisors and subsequent execution.

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5  
6 **COUNTY:**  
7 COUNTY OF RIVERSIDE

**LESSOR:**  
JOSE L. AND RAFAELA C. PEREZ

8  
9 By:   
10 V. Manuel Perez, Chairman  
11 Board of Supervisors

By:   
Jose L. Perez

12  
13 BY:   
14 Rafaela C. Perez

15  
16 **ATTEST:**  
17 Kecia R. Harper  
18 Clerk of the Board

19 By:   
20 Deputy

21  
22 **APPROVED AS TO FORM:**  
23 Gregory P. Priamos  
24 County Counsel

25  
26 By:   
27 Wesley Stanfield  
28 Deputy County Counsel

CC:ar/051920/BA035/30.136



## **EXHIBIT "B"**

Tenant Improvements, 245 North Murray Street, Banning, CA 92220

Lessor shall complete the following improvements:

1. Lessor shall obtain a roof assessment to locate and repair roof leaks;
2. Lessor shall paint entire interior premises including the door jams. Paint color shall be similar to existing paint color;
3. Lessor shall remove old carpet and cove base and replace with new carpet tiles and new cove base to match new carpet tiles. Please see Exhibit "B-1" for carpet tile samples and list of carpet providers who install carpet tiles utilizing a furniture jack:
  - a. Lessor shall use a furniture jack to lift furniture to remove and install new carpet tiles. Use of the furniture jack will avoid having to remove the furniture from premises. Department will relocate supplies from cabinets so cabinets can be lifted with jack or moved manually.
4. Lessor shall remove carpet and cove base from break room and replace with new vinyl or ceramic tile flooring and cove base.
5. Lessor shall remove all three (3) free standing sinks and mirrors in all restrooms and install cabinet sinks with new faucets and mirrors. Please see Exhibit "B-1" for sink type.
6. Lessor shall replace the door hinges on public restroom doors with new hinges. Hinges are worn and loose.
7. Lessor shall replace the door jam on the security door in the main lobby. The door jam is loose and will cause the door to open even when double locked with deadbolt due to large hole in door jam. This security door is the only door keeping County employees safe from the public.

Note: Tenant Improvements will need to be performed after business hours, weekends and County holidays. Lessor shall provide a work schedule for the tenant improvements. A furniture lift must be used to lift furniture to avoid disassembling and removing the furniture. County Staff will remove personal items from their workplaces to avoid damage or breakage of personal items.



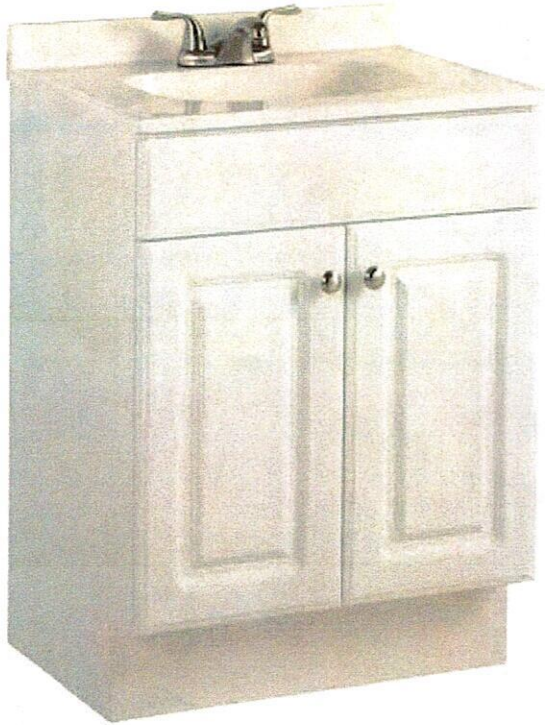
(The above vendors remove and install new carpet tiles with use of a furniture lift)

Tile Size  Sort Options  Price High -> Low  Sort / Filter

**CARPET TILE**




\$88.98 (Price does not include faucets)



**EXHIBIT "B-1"**

Repair kit for Security Door Jam (lobby door)

