

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



**ITEM: 3.8
(ID # 16952)**

MEETING DATE:

Tuesday, November 02, 2021

FROM : FACILITIES MANAGEMENT AND DISTRICT ATTORNEY :


SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE) AND DISTRICT ATTORNEY: Approval of Fifth Amendment to Lease between County of Riverside and Valley View Commerce Center, LLC, 30045 Technology Drive, Murrieta, District Attorney, 5-Year Lease Extension, CEQA Exempt, District 3. [\$1,788,102, 100% District Attorney General Fund Budget] (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 Fifth Amendment to Lease between the County of Riverside and Valley View Commerce Center, LLC, and authorize the Chair of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

ACTION:Policy, CIP

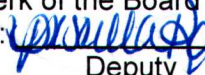

Rose Salgado, Director of Facilities Management 9/20/2021


Jared Haringsma 10/5/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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: November 2, 2021
xc: FM, DA, Recorder

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$170,599	\$345,202	\$1,788,102	\$0
NET COUNTY COST	\$170,599	\$345,202	\$1,788,102	\$0
SOURCE OF FUNDS: District Attorney Budget- 100% General Fund			Budget Adjustment: No	
			For Fiscal Year: 2021/22-2026/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On June 28, 2005 (M.O 3.16), the County of Riverside (County) entered into a Lease Agreement on behalf of the District Attorney (DA) for the facility located at 30045 Technology Drive, Murrieta. This facility continues to meet the needs of the DA and this Fifth Amendment to Lease (Amendment) represents a five-year extension commencing on January 1, 2022. This Amendment also provides the DA the future ability to exercise options to extend the lease if desired.

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

The following summarizes the Amendment:

Lessor: Valley View Commerce Center, LLC
41623 Margarita Road, Suite 100
Temecula, California

Premises: 30045 Technology Drive
Murrieta, California

Term: Five years commencing January 1, 2022 and expiring December 31, 2026

Option: County has two, two-year options to extend the lease with 120 day written notice to Lessor

Size: 14,482 square feet

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STATE OF CALIFORNIA**

Rent:	Current	New
	\$ 1.72 per sq. ft.	\$ 1.76 per sq. ft.
	\$ 24,837.12 per month	\$ 25,458.05 per month
	\$298,045.44 per year	\$305,496.60 per year
Annual Adjustment:	2.5% annually	
Utilities:	County pays for electricity and telephone, Lessor pays for all others.	
Custodial:	Provided by Lessor	
Maintenance:	Provided by Lessor	

Impact on Residents and Businesses

This facility will continue to provide important support for the Victim Witness Program in the southwest region of the County. This facility and its programs provide a positive benefit to both residents and businesses.

Additional Fiscal Information

See attached Exhibits A, B, & C. All associated costs for this Lease extension will be budgeted in FY21/22-FY25/26 by the DA. The DA will reimburse FM-RE for all associated Lease costs on a monthly basis.

Contract History and Price Reasonableness

This is a five-year renewal. The lease rate is deemed to be a reasonable and competitive lease rate for this area of the County

The Lease has been amended four times previously for rent adjustments, extensions, and tenant improvements:

<u>Amendment</u>	<u>Date and M.O.</u>
First Amendment:	October 27, 2009 (M.O. 3-23)
Second Amendment:	December 17, 2013 (M.O. 3-7)
Third Amendment:	March 1, 2016 (M.O. 3-17)
Fourth Amendment	January 8, 2019 (M.O. 3-6)

Attachments:

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

- Fifth Amendment to Lease
- Exhibits A, B & C
- Notice of Exemption
- Aerial Image

CD:dr/10082021/MU007/30.536


Meghan Hahn, Senior Management Analyst

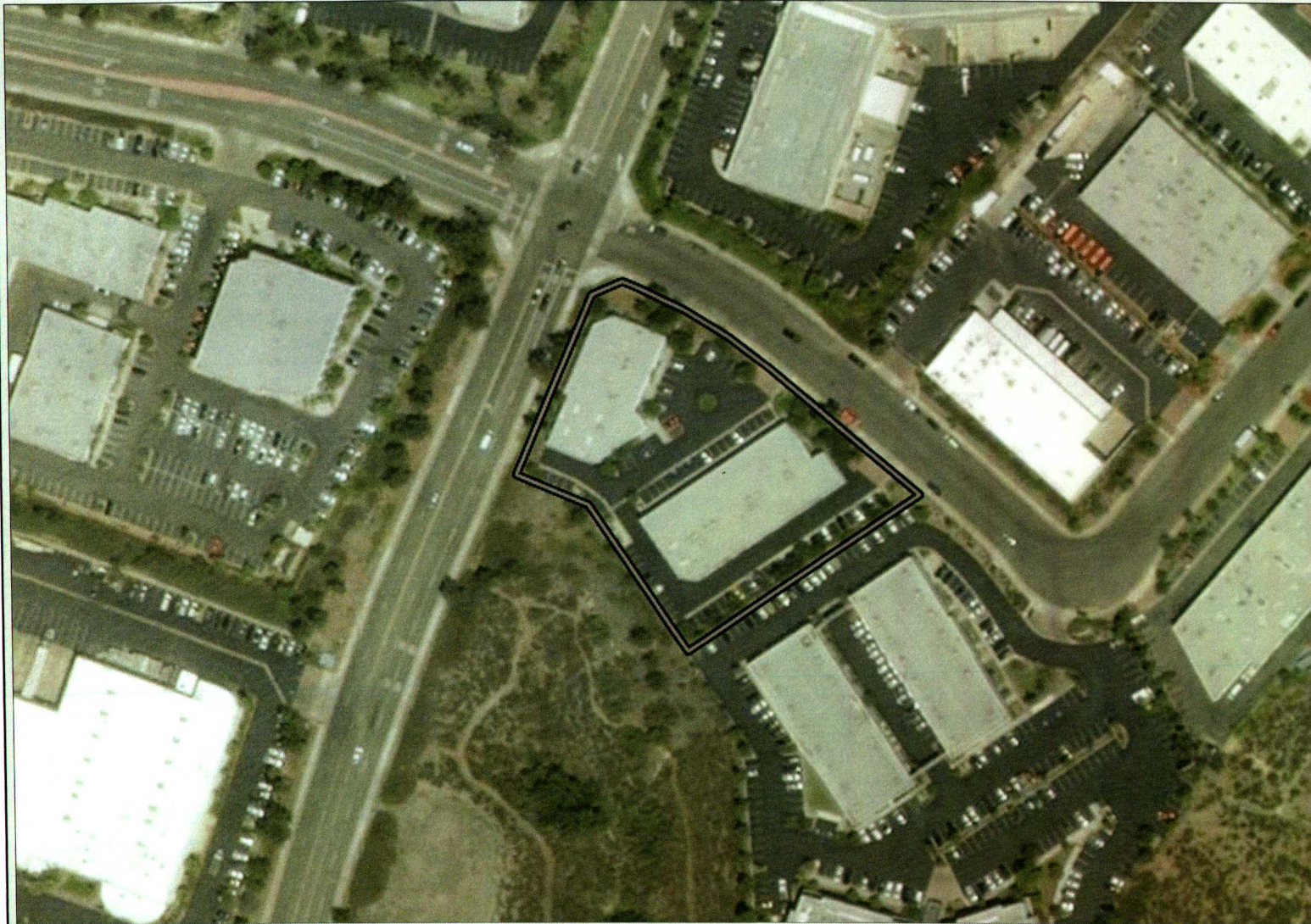
10/21/2021


Gregory V. Priamos, Director County Counsel

10/7/2021

30045 Technology Drive, Murrieta

District Attorney Fourth Amendment



Legend

- Blueline Streams
- City Areas



IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Notes

District 3

0 188 376 Feet

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© Riverside County GIS

1 **FIFTH AMENDMENT TO LEASE**

2 **30045 Technology Drive**

3 **Murrieta, California**

4
5 **THIS FIFTH AMENDMENT TO LEASE** ("Fifth Amendment"), dated as of
6 November 2, 2021, is entered into by and between the **COUNTY OF**
7 **RIVERSIDE**, a political subdivision of the State of California, "County", and **VALLEY**
8 **VIEW COMMERCE CENTER, LLC**, a California limited liability company, "Lessor,"
9 collectively referred to as the "Parties."

10 **RECITALS**

11 **a.** Lessor and County have entered into that certain Lease dated June 28,
12 2005, (the "Original Lease") pursuant to which Lessor has agreed to lease to County
13 and County has agreed to lease from Lessor approximately 14,482 square feet of
14 office space in those certain buildings located at 30045 Technology Drive, Murrieta, as
15 more particularly described in the Lease.

16 **b.** The Original Lease has been amended by:

17 **1.** That certain First Amendment to Lease dated October 27, 2009 by
18 and between Valley View Partners, LLC, a California limited liability company, and the
19 County of Riverside, a political subdivision of the state of California, whereby Valley
20 View Partners, LLC, transferred its interest as lessor to Valley View Commerce Center,
21 LLC, redefined the leased premises, extended the term of the lease for two years,
22 reduced the monthly rental amount, and revised the notice of termination provision;

23 **2.** That certain Second Amendment to Lease dated December 17,
24 2013 by and between County and Lessor whereby the Parties extended the Lease
25 term; increased the monthly rent, and included Lessor Improvements to the leased
26 premises;

1 **3.** That certain Third Amendment to Lease dated March 1, 2016 by
2 and between County and Lessor whereby the Parties extended the Lease term, and
3 increased the monthly rent; and

4 **4.** The certain Fourth Amendment to Lease dated January 8, 2019 by
5 and between County and Lessor whereby the Parties extended the term, revised the
6 monthly rental amount, added County termination rights, and included Lessor
7 improvement responsibilities.

8 **c.** The Original Lease together with the Amendments are collectively
9 referred to herein as the "Lease."

10 **d.** The Parties now desire to amend the Lease to extend the term, revise the
11 monthly rental amount, and add Options to extend the term.

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

14 **1. TERM.** Section 4.1 of the Original Lease is hereby amended by
15 the following:

16 The term of this Lease shall be extended an additional five (5) years
17 commencing on January 1, 2022 and terminating on December 31, 2026.

18 **2. RENT.** Section 5 of the Original Lease is hereby replaced in its
19 entirety by the following:

20 Effective January 1, 2022 monthly rent shall be \$25,458.05 per month.
21 Custodial cost of \$1,250 per month is included in the monthly rent. The monthly rent
22 shall be increased on each anniversary of this Lease by an amount equal to 2.5% of
23 such monthly rent. County shall pay monthly rent to Lessor according to the rent
24 schedule as follows:

25	1/1/2022-12/31/2022:	\$25,458.05
26	1/1/2023-12/31/2023:	\$26,094.50
27	1/1/2024-12/31/2024:	\$26,746.86
28	1/1/2025-12/31/2025:	\$27,415.53

1 1/1/2026-12/31/2026: \$28,100.92

2 **3. OPTIONS.** Section 6.1 of the Original Lease is hereby amended
3 by the following:

4 6.1 Option to Extend Term: Lessor grants to County two (2) option(s)
5 to extend Lease term (Extension Option). Each Extension Option shall be for a period
6 of two (2) years.

7 6.1.1 Exercise of Option: The Extension Option shall be exercised by
8 County delivering to Lessor 120 day written notice prior to expiration of the Lease term
9 or any extension thereafter.

10 6.1.2 Option Rent: The monthly rent payable to Lessor during the
11 Extension Option(s) shall be as follows:

12 Option 1:

13 1/1/2027-12/31/2027: \$28,803.44

14 1/1/2028-12/31/2028: \$29,523.53

15
16 Option 2:

17 1/1/2029-12/31/2029: \$30,261.62

18 1/1/2030-12/31/2030: \$31,018.16

19 **4. Fifth Amendment to Prevail.** The provisions of this Fifth
20 Amendment shall prevail over any inconsistency of conflicting provisions of the Lease,
21 as heretofore amended, and shall supplement the remaining provisions thereof.

22 **5. Miscellaneous.** Except as amended or modified herein, all the
23 terms of the Original Lease shall remain in full force and effect and shall apply with the
24 same force and effect. Time is of the essence in this Amendment and the Lease and
25 each and all their respective provisions. Subject to the provisions of the Lease as to
26 assignment, the agreements, conditions, and provisions herein contained shall apply to
27 and bind the heirs, executors, administrators, successors and assigns of the parties
28 hereto. If any provisions of this Amendment or the Lease shall be determined to be

illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. The language in all parts of the Lease shall be construed according to its normal and usual meaning and not strictly for or against either Lessor or County. Neither this Amendment, nor the Original Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Lessee.

6. Capitalized Terms. Fifth Amendment to prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Lease, as heretofore amended. The provisions of this Fifth Amendment shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall supplement the remaining provisions thereof.

7. Effective Date. This Fifth 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.

(Signatures on Following Page)

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

3 **LESSEE:**

4 COUNTY OF RIVERSIDE,
5 a political subdivision of the
6 State of California

7 By: Karen S. Spiegel
8 Karen Spiegel, Chair
9 Board of Supervisors
NOV 02 2021

LESSOR:

VALLEY VIEW COMMERCE
CENTER, LLC, a California limited
liability company

By: Paul W. Grimes
Paul W. Grimes, 8/5/2021
Managing Member

10 **ATTEST:**

11 Kecia Harper
12 Clerk of the Board

13 By: Priscilla Raso
14 Deputy
15

16 **APPROVED AS TO FORM:**

17 Gregory P. Priamos, County Counsel

18 By: Ryan Yabko
19 Ryan Yabko
20 Deputy County Counsel
21

22
23 CD:dr/08042021/MU007/30.536
24
25
26
27
28

Exhibit A

FY 2021/22
District Attorney
30045 Technology Drive, Murrieta

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office: 14,482 SQFT

Approximate Cost per SQFT (Jan-Jun) \$ 1.76

Lease Cost per Month (Jan-Jun) \$ 25,458.05

Total Lease Cost (Jan-Jun) \$ 152,748.30

Total Estimated Lease Cost for FY 2021/22 **\$ 152,748.30**

Estimated Additional Costs:

Utility Cost per SQFT \$ 0.12

Estimated Utility Costs per Month \$ 1,737.84

Total Estimated Utility Cost (Jan-June) \$ 10,427.04

Total Estimated Utility Cost for FY 2021/22 **\$ 10,427.04**

FM Lease Management Fee as of 7/1/2021 4.86% \$ 7,423.57

TOTAL ESTIMATED COST FOR FY 2021/22 **\$ 170,598.91**

TOTAL COUNTY COST **100%** **\$ 170,598.91**

Exhibit B

FY 2022/23
District Attorney
30045 Technology Drive, Murrieta

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	14,482	SQFT	
Approximate Cost per SQFT (Jul-Dec)	\$ 1.76		
Approximate Cost per SQFT (Jan-Jun)	\$ 1.80		
Lease Cost per Month (Jul-Dec)		\$ 25,458.05	
Lease Cost per Month (Jan-Jun)		\$ 26,094.50	
Total Lease Cost (Jul-Dec)			\$ 152,748.30
Total Lease Cost (Jan-Jun)			\$ 156,567.00
Total Estimated Lease Cost for FY 2022/23			\$ 309,315.30

Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12		
Estimated Utility Costs per Month		\$ 1,737.84	
Total Estimated Utility Cost (Jul-Jun)			\$ 20,854.08
FM Lease Management Fee as of 7/1/2021	4.86%		\$ 15,032.72
TOTAL ESTIMATED COST FOR FY 2022/23			\$ 345,202.10
TOTAL COUNTY COST	100%		\$ 345,202.10

Exhibit C

FY 2023/24 to 2026/27
District Attorney
30045 Technology Drive, Murrieta

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office: 14,482 SQFT

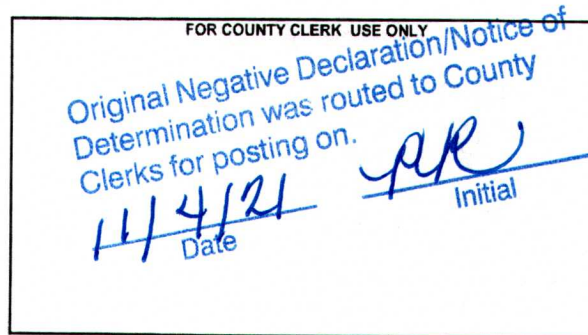
	FY 2023/24	FY 2024/25	FY2025/26	FY2026/27
Approximate Cost per SQFT (Jul-Dec)	\$ 1.80	\$ 1.85	\$ 1.89	\$ 1.94
Approximate Cost per SQFT (Jan-Jun)	\$ 1.85	\$ 1.89	\$ 1.94	
Lease Cost per Month (Jul-Dec)	\$ 26,094.50	\$ 26,746.86	\$ 27,415.53	\$ 28,100.92
Lease Cost per Month (Jan-Jun)	\$ 26,746.86	\$ 27,415.53	\$ 28,100.92	
Total Lease Cost (July - Nov)	\$ 156,567.00	\$ 160,481.16	\$ 164,493.18	\$ 168,605.51
Total Lease Cost (Dec - June)	\$ 160,481.16	\$ 164,493.18	\$ 168,605.51	
Total Estimated Lease Cost for FY 2023/24 to 2026/27	\$ 317,048.16	\$ 324,974.34	\$ 333,098.69	\$ 168,605.51

Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12
Estimated Utility Costs per Month	\$ 1,737.84	\$ 1,737.84	\$ 1,737.84	\$ 1,737.84
Total Estimated Utility Cost	\$ 20,854.08	\$ 20,854.08	\$ 20,854.08	\$ 10,427.04
FM Lease Management Fee as of 7/1/2021 4.86%	\$ 15,408.54	\$ 15,793.75	\$ 16,188.60	\$ 8,194.23
TOTAL ESTIMATED COST FOR FY 2023/24 to 2026/27	\$ 353,310.78	\$ 361,622.17	\$ 370,141.37	\$ 187,226.78

F11 Total Cost	\$ 1,788,102.10
F11 Total County Cost 100%	\$ 1,788,102.10

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



NOTICE OF EXEMPTION

August 3, 2021

Project Name: Murrieta Office of District Attorney (DA) Fifth Amendment to Lease, 30045 Technology Drive

Project Number: FM042464000700

Project Location: 30045 Technology Drive, east of Sky Canyon Drive, Murrieta, California 92563; Assessor's Parcel Number 957-330-014

Description of Project: On June 28, 2005, the County of Riverside (County) entered a lease agreement with Valley View Partners, LLC on behalf of the office of the District Attorney to occupy a 14,482-square foot facility, located at 30033 Technology Drive, Murrieta, California. The lease has been amended four times previously for extensions of term, rent modifications, a transfer in interest to Valley View Commerce Center, LLC, and a modification of address to 30045 Technology Drive, Murrieta. The current space continues to meet departmental needs and the Department seeks to extend their lease for an additional five years commencing on January 1, 2022 with two, two-year options to extend the Lease. The Fifth Amendment to the Lease Agreement with Valley View Commerce Center, LLC is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would involve the letting of space and would involve ongoing use of office space for the DA. No expansion of the existing facility will occur. The operation of the facility will continue to provide DA services and 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 five-year extension of the Lease.

- **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 an extension of an existing lease for the use of office space for the DA. The Fifth Amendment will extend the Lease for an additional five-year term; 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 extension of the Lease 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: _____

8/3/2021

Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Murrieta DA 5th Amendment to Lease, Technology Drive

Accounting String: 526700-47220-7200400000 - FM042464000700

DATE: August 3, 2021

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: Candice Diaz, Real Property Agent III, 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: August 3, 2021
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 # FM042464000700**
Murrieta DA 5th Amendment to Lease, Technology Drive

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.

Attachment

cc: file