

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



ITEM: 3.38  
(ID # 21473)

MEETING DATE:

Tuesday, June 27, 2023


FROM : FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT- REAL ESTATE (FM-RE) AND LAW OFFICE OF THE PUBLIC DEFENDER: Approval of the Third Amendment to Lease with Jose L. Perez and Rafaela C. Perez for the real property located at 245 North Murray Street, Banning, Five-Year Lease Extension, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 5. [Total Cost: \$400,022 - 100% Department Budget - General Fund 10000] (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 the State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption, and Section 15061(b)(3), "Common Sense" Exemption;
2. Approve the attached Third Amendment to Lease between the County of Riverside and Jose L. Perez and Rafaela C. Perez, 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 Notice of Exemption with the County Clerk within five (5) working days of approval by the Board.

**ACTION:**Policy

  
Judith W Gweon

6/14/2023

  
Rose Salgado, Director of Facilities Management

6/21/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: June 27, 2023  
xc: FM-RE, LOPD, Recorder

Kimberly A. Rector  
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>	\$69,280	\$77,547	\$400,022	\$ 0
	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Department Budget - General Fund 10000			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24-28/29	

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

**BACKGROUND:**

**Summary**

On March 17, 2015. The Board of Supervisors approved the Lease Agreement for the Law Office of Public Defender located at 245 North Murray Street, Banning, California, also known as APN 541-101-017. The office continues to meet the space requirements for the Law Office of the Public Defender and the department seeks via this Third Amendment to extend the lease for an additional five years commencing August 1, 2023, and terminating July 31, 2028, and further seeks tenant improvements to be provided by the Lessor.

The tenant improvements provided by Lessor will include new cabinetry, new water heater and new garbage disposal, repairs to the building’s main entrance doors, kitchenette flooring, roof repairs, replacement of ceiling tiles, and installation of thermostat covers throughout the leased building. All tenant improvements will be made at the sole cost and expense of the Lessor.

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 section 15301, Class 1 – Existing Facilities Exemption and section 15061 (b)(3) - “Common Sense” Exemption. The proposed project, the Third Amendment, is the continuation of the letting of property involving existing facilities with no significant physical changes, and no expansion of existing use occurring.

The Third Amendment is summarized below:

Lessor: Jose L. Perez and Rafaela C. Perez  
6158 Balboa Ct.  
Rancho Cucamonga, CA 91701

Location: 245 North Murray Street  
Banning, CA

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

Size: 2,775 Square Feet

Term: Five years, August 1, 2023, and terminating July 31, 2028

Rent:	Current	New
	\$1.82 PSF	\$2.05 PSF
	\$5,045.15 Per Month	\$5,688.75 Per Month
	\$60,541.80 Per Year	\$68,265.00 Per Year

Annual Escalator: Three Percent (3%)

Improvements: Improvements at Lessor's sole cost and expense

Utilities: County pays telephone, gas, and electric services. Lessor provides and pays for all other utilities

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

Custodial: Lessor is responsible for custodial services

The Lease has been reviewed and approved by County Counsel as to legal form.

**Impact on Citizens and Business**

The Law Office of the Public Defender will continue to serve the needs of all the residents within the region, it is conveniently located close to the State Court House for ease of access.

**SUPPLEMENTAL:**

**Additional Fiscal Information:**

See attached Exhibits A, B & C. The Law Office of Public Defender will budget these costs in FY 23/24 thru FY 28/29 and will reimburse FM for all lease costs on a monthly basis.

**Contract History and Price Reasonableness**

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

**Lease & Amendments:**

Lease  
First Amendment to Lease  
Second Amendment to Lease

**Date and M.O.**

3/17/2015, FM  
4/26/2018, FM  
6/30/2020, M.O. 3.8

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

**ATTACHMENTS:**

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


MH:kt/04102023/BA035/30.919

*Veronica Santillan*  
Veronica Santillan, Principal Management Analyst 6/21/2023

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> St, 2<sup>nd</sup> Floor, Riverside, CA

**FILED / POSTED**  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder  
E-202300691  
06/29/2023 08:22 AM Fee: \$ 50.00  
Page 1 of 2

Removed: \_\_\_\_\_ By: \_\_\_\_\_ Deputy \_\_\_\_\_



**NOTICE OF EXEMPTION**

April 13, 2023

**Project Name:** Approval of Third Amendment to Lease with Jose L. Perez and Rafaela C. Perez for Law Office of the Public Defender, 245 North Murray Street, Banning

**Project Number:** FM042130003500

**Project Location:** 245 North Murray Street, north of East Williams Street, Banning, California 92220, Assessor's Parcel Number (APN) 541-101-017

**Description of Project:** On March 17, 2015. The Board of Supervisors approved the Lease Agreement for the Law Office of Public Defender located at 245 North Murray Street, Banning, California, also known as APN 541-101-017. The office continues to meet the space requirements for the Law Office of the Public Defender and the department is seeking a Third Amendment to extend the lease for an additional five years commencing August 1, 2023, and terminating July 31, 2028, and would include tenant improvements to be provided by the Lessor.

The improvements provided by Lessor will include new cabinetry, new water heater and garbage disposal, repairs to the building's main entrance doors, kitchenette flooring, roof repairs, replacement of ceiling tiles, and installation of thermostat covers throughout the building. Lessor shall complete the work at Lessor's expense. The Third Amendment to the Lease Agreement is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is for the use of an existing building and no expansion of the existing facility will occur. The operation of the facility will continue to provide public services. 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), "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

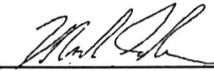
**Reasons Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State 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 Third Amendment to the Lease Agreement, permitting use of an existing facility.

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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 the completion of minor interior improvements to allow for the continued use of the existing Law Office of the Public Defender facility. The project would not substantially increase or expand the use of the site; use 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 Third Amendment to the Lease Agreement is limited to interior improvements to an existing facility which will not expand the footprint of the building or increase the capacity or intensity of use of the site. 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: 4-13-2023  
Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management

1 **THIRD AMENDMENT TO LEASE**

2 **245 North Murray Street, Banning, CA 92220**

3  
4 This **THIRD AMENDMENT TO LEASE** ("Third Amendment") dated as of  
5 June 27, 2023, is entered by and between **JOSE L. PEREZ AND RAFAELA**  
6 **C. PEREZ**, ("Lessor"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the  
7 State of California ("County"), as Lessee, sometimes collectively referred to as the  
8 "Parties".

9 **RECITALS**

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

16 b. The Original Lease has been amended by:

17 1. That certain First Amendment to Lease dated April 26,  
18 2018, by and between Lessor and County (the "First Amendment"), whereby the  
19 Parties amended the Lease to extend the lease term and option rent.

20 2. That certain Second Amendment to Lease dated June 23,  
21 2020, by and between Lessor and County (the "Second Amendment"), whereby the  
22 Parties amended the Lease to extend the lease term, modify the rental amounts, and  
23 complete tenant improvements.

24 c. The Original Lease, as heretofore, currently, or hereafter  
25 amended, shall hereafter be referred to as the "Lease."

26 d. County and Lessor desire to further amend the Lease to extend  
27 the lease term, modify the rental amounts, and to provide for annual rent increases,  
28 payment of utilities, completion of tenant improvements to the Premises, and update

1 the address for both parties to receive notices pursuant to the Lease and any  
2 subsequent amendments.

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

5 **1. Term.** Section 3(a) of the Lease is hereby amended as follows:

6 The term of this Lease shall be extended for a period of five (5) years effective August  
7 1, 2023 and terminating July 31, 2028.

8 **2. Rent.** Section 5(a) of the Lease is hereby amended as follows:

9 County shall pay to Lessor the monthly sum of \$5,688.75 as rent for the leased  
10 Premises effective August 1, 2023 ("Effective Date"). Thereafter, the monthly rent shall  
11 be increased annually on each anniversary of the Effective Date by an amount equal to  
12 three percent (3%) of the monthly rent paid during the preceding year.

13 **3. Utilities.** Section 8 of the Lease is hereby amended by the following:

14 County shall pay for telephone, gas, and it's proportional share of  
15 electricity use based on electric meter. Lessor shall pay for all other utility services,  
16 including, but not necessarily limited to, water, refuse collection and sewer services, as  
17 may be required in the maintenance, operation, and use of the leased Premises.

18 **4. Improvements by Lessor.** Section 10 of the Lease is hereby amended  
19 to add the following subsection (d):

20 (d). **Improvements by Lessor.** Upon Board approval, Lessor shall  
21 provide at Lessor's sole cost and expense the following improvements:

- 22 • Replace all existing cabinetry with new
- 23 • Install new hot water heater and garbage disposal
- 24 • Replace ceiling tiles throughout the Premises.
- 25 • Kitchenette: repair gaps in between flooring tiles in such a manner that  
26 the flooring is safe and does not present a safety hazard.



- 1           • The main entrance doors need to be checked and repaired as needed
- 2           because the doors swell during the wet months which causes the doors
- 3           not to close completely, this is a security concern.
- 4           • Install thermostat covers throughout, thermostats to be programmed to
- 5           run 7:00a.m. to 5:00p.m., Monday – Friday
- 6           • Roof work: tile roof reset & flat roof coating
- 7           • Repair or replace all exterior lighting as necessary to render all exterior
- 8           lighting functional and provide adequate lighting for safety and security.

9           **5. Notice.** Section 15 of the Lease is hereby amended by the following:

10           County's Notification Address:

11                     County of Riverside

12                     Facilities Management – Real Estate Division

13                     3450 14<sup>th</sup> Street, Suite 200

14                     Riverside, CA 92501

15                     ATTN: Deputy Director of Real Estate

16                     (951) 955-4820

17                     Additional Notification/Inquiries: FM-leasing@rivco.org

18           Lessor's Notification Address:

19                     Jose L. Perez, Rafaela C. Perez

20                     6158 Balboa Court

21                     Rancho Cucamonga, CA

22           **6. Third Amendment to Prevail.** The provisions of this Third Amendment  
23 shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore  
24 amended, and shall supplement the remaining provisions thereof.

25           **7. Miscellaneous.** Except as amended or modified herein, all the terms of  
26 the Original Lease shall remain in full force and effect and shall apply with the same  
27 force and effect. Time is of the essence in this Amendment and the Lease and each  
28 and all their respective provisions. Subject to the provisions of the Lease as to

1 assignment, the agreements, conditions, and provisions herein contained shall apply to  
2 and bind the heirs, executors, administrators, successors and assigns of the parties  
3 hereto. If any provisions of this Amendment or the Lease shall be determined to be  
4 illegal or unenforceable, such determination shall not affect any other provision of the  
5 Lease and all such other provisions shall remain in full force and effect. The language  
6 in all parts of the Lease shall be construed according to its normal and usual meaning  
7 and not strictly for or against either Lessor or County. Neither this Amendment, nor the  
8 Original Lease, nor any notice nor memorandum regarding the terms hereof, shall be  
9 recorded by Lessee.

10 **8. Capitalized Terms.** Third Amendment to prevail. Unless defined herein  
11 or the context requires otherwise, all capitalized terms herein shall have the meaning  
12 defined in the Lease, as heretofore amended. The provisions of this Third Amendment  
13 shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore  
14 amended, and shall supplement the remaining provisions thereof.

15 **9. Effective Date.** This Third Amendment to Lease shall not be binding or  
16 consummated until its approval by the Riverside County Board of Supervisors and fully  
17 executed by the Parties.

(Signatures on the next page)

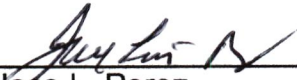
1 **In Witness Whereof**, the Parties have executed this Third Amendment as of the  
2 dated first written above.

3 Dated: 6/27/23  
4

5 COUNTY:  
6 COUNTY OF RIVERSIDE, a political  
7 Subdivision of the State of California

LESSOR:  
JOSE L. AND RAFAELA C. PEREZ

8   
9 By: \_\_\_\_\_  
10 Kevin Jeffries, Chair  
11 Board of Supervisors

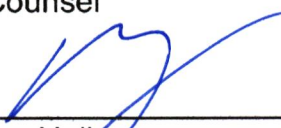
By:   
12 \_\_\_\_\_  
13 Jose L. Perez

By:   
14 \_\_\_\_\_  
15 Rafaela C. Perez

16 ATTEST:  
17 Kimberly Rector  
18 Clerk of the Board

19   
20 By: \_\_\_\_\_  
21 Deputy

22 APPROVED AS TO FORM:  
23 Minh C. Tran  
24 County Counsel

25   
26 By: \_\_\_\_\_  
27 Braden Holly  
28 Deputy County Counsel

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# Exhibit A

FY 2023/24

Law Office of the Public Defender  
245 N. Murray Street, Banning, CA

## ESTIMATED AMOUNTS

### Total Square Footage to be Leased:

Current Office:	2,775 SQFT	
Approximate Cost per SQFT (Jul)	\$ -	
Approximate Cost per SQFT (Aug-Jun)	\$ 2.05	
Lease Cost per Month (Jul)	\$ -	
Lease Cost per Month (Aug-Jun)	\$ 5,688.75	
Total Lease Cost (Jul)		\$ -
Total Lease Cost (Aug-Jun)		\$ 62,576.25
<b>Total Estimated Lease Cost for FY 2023/24</b>		<b>\$ 62,576.25</b>

### Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12	
Estimated Utility Costs per Month	\$ 333.00	
Total Estimated Utility Cost (Jul)		\$ -
Total Estimated Utility Cost (Aug-Jun)		\$ 3,663.00
		<b>\$ 3,663.00</b>
FM Lease Management Fee as of 07/01/2023	4.86%	\$ 3,041.21
<b>TOTAL ESTIMATED COST FOR FY 2023/24</b>		<b>\$ 69,280.46</b>
<b>TOTAL COUNTY COST</b>	<b>0%</b>	<b>\$ -</b>

# Exhibit B

FY 2024/25

Law Office of the Public Defender  
245 N. Murray Street, Banning, CA

## **ESTIMATED AMOUNTS**

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

Current Office:	2,775 SQFT	
Approximate Cost per SQFT (Jul)	\$ 2.05	
Approximate Cost per SQFT (Aug-Jun)	\$ 2.11	
Lease Cost per Month (Jul)	\$ 5,688.75	
Lease Cost per Month (Aug-Jun)	\$ 5,859.41	
Total Lease Cost (Jul)		\$ 5,688.75
Total Lease Cost (Aug-Jun)		\$ 64,453.54
<b>Total Estimated Lease Cost for FY 2024/25</b>		<b>\$ 70,142.29</b>

### **Estimated Additional Costs:**

Utility Cost per SQFT	\$ 0.12	
Estimated Utility Costs per Month	\$ 333.00	
Total Estimated Utility Cost (Jul)		\$ 333.00
Total Estimated Utility Cost (Aug-Jun)		\$ 3,663.00
		<b>\$ 3,996.00</b>
FM Lease Management Fee as of 07/01/2023	4.86%	\$ 3,408.92
<b>TOTAL ESTIMATED COST FOR FY 2024/25</b>		<b>\$ 77,547.20</b>
<b>TOTAL COUNTY COST</b>	<b>0%</b>	<b>\$ -</b>



# Exhibit C

**FY 2025/26 - 2028/29**  
**Law Office of the Public Defender**  
**245 N. Murray Street, Banning, CA**

**ESTIMATED AMOUNTS**

**Total Square Footage to be Leased:**

Current Office: 2,775 SQFT

	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29
Approximate Cost per SQFT (Jul)	\$ 2.11	\$ 2.17	\$ 2.24	\$ 2.31
Approximate Cost per SQFT (Aug-Jun)	\$ 2.17	\$ 2.24	\$ 2.31	\$ -
Lease Cost per Month (Jul)	\$ 5,859.41	\$ 6,035.19	\$ 6,216.25	\$ 6,402.74
Lease Cost per Month (Aug-Jun)	\$ 6,035.19	\$ 6,216.25	\$ 6,402.74	\$ -
Total Lease Cost (Jul)	\$ 5,859.41	\$ 6,035.19	\$ 6,216.25	\$ 6,402.74
Total Lease Cost (Aug-Jun)	\$ 66,387.14	\$ 68,378.76	\$ 70,430.12	\$ -
<b>Total Estimated Lease Cost for FY 2025/26 - 2028/29</b>	<b>\$ 72,246.56</b>	<b>\$ 74,413.95</b>	<b>\$ 76,646.37</b>	<b>\$ 6,402.74</b>

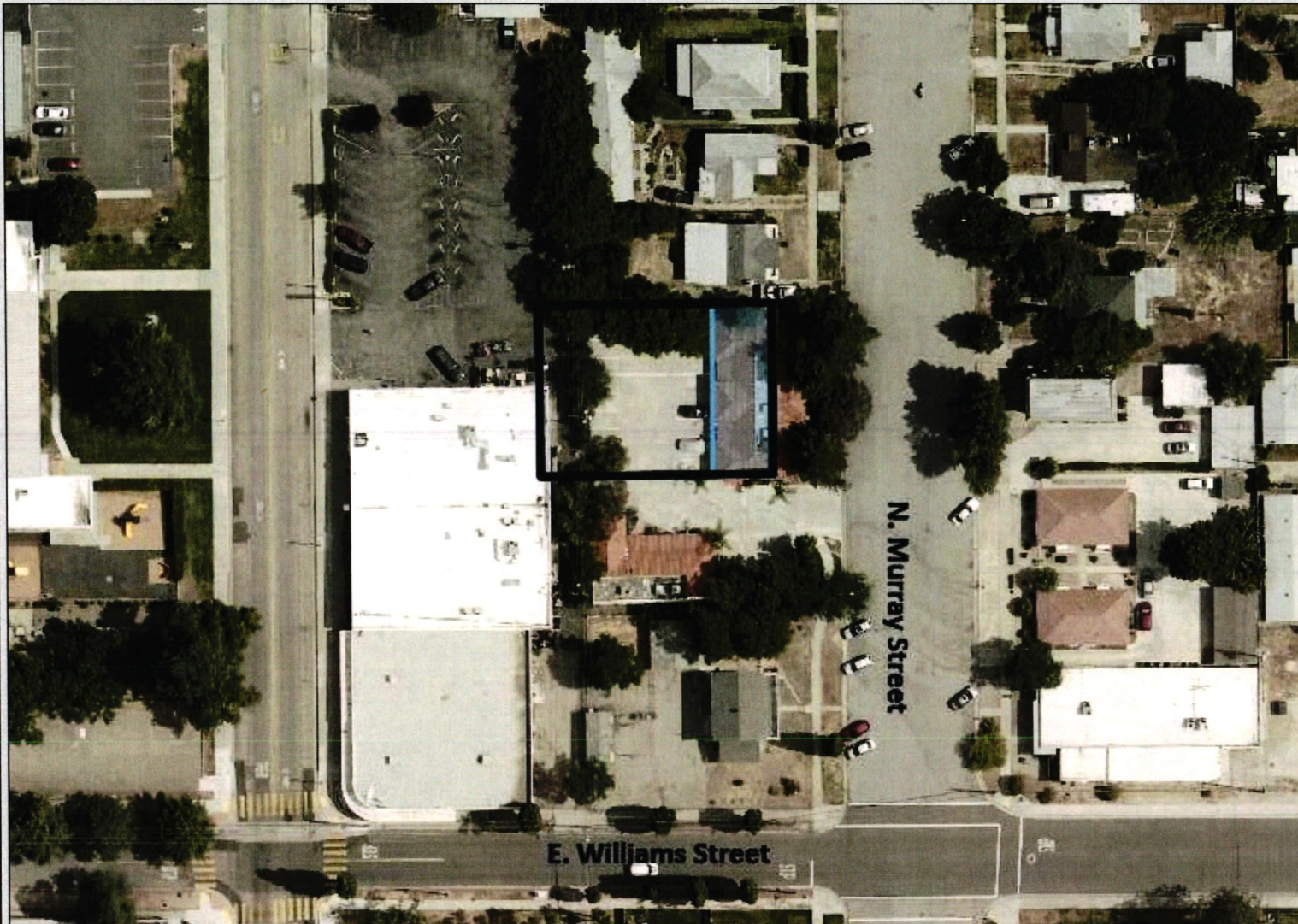
**Estimated Additional Costs:**

Utility Cost per SQFT	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12
Estimated Utility Costs per Month	\$ 333.00	\$ 333.00	\$ 333.00	\$ 333.00
Total Estimated Utility Cost	<b>\$ 3,996.00</b>	<b>\$ 3,996.00</b>	<b>\$ 3,996.00</b>	<b>\$ 333.00</b>
Lease Management Fee as of 7/1/2023 <span style="float: right;">4.86%</span>	\$ 3,511.18	\$ 3,616.52	\$ 3,725.01	\$ 311.17
<b>TOTAL ESTIMATED COST FOR FY 2025/26 - 2028/29</b>	<b>\$ 79,753.74</b>	<b>\$ 82,026.47</b>	<b>\$ 84,367.39</b>	<b>\$ 7,046.91</b>

F11 Total Cost	\$ 400,022.16
F11 Total County Cost <span style="float: right;">0%</span>	\$ -

# Law Office of the Public Defender

245 N. Murray Street , Banning, CA 92220



## Legend



**\*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

Leased area outlined in blue  
APN 541-101-017  
District 5

0 94 188 Feet

REPORT PRINTED ON... 4/10/2023 1:59:35 PM

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