

ITEM: 3.23 (ID # 22098) MEETING DATE: Tuesday, August 01, 2023

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE): Ratification and Approval of the District Office Lease Amendment with U. S. House of Representatives, Riverside, Two-Year lease extension, California Environmental Quality Act Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 1.[\$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;
- Ratify and approve the attached District Office Lease Amendment with the U.S. House of Representatives, and authorize the Chair of the Board to execute the same on behalf of the County;

Continued on page 2

ACTION:Policy



MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Jeffries, Spiegel, Perez, Washington, and Gutierrez	
Nays:	None	Kimberly A. Rector
Absent:	None	Clerk of the Board
Date:	August 1, 2023	By: Indy Jun
xc:	FM, Recorder	Deputy
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SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

RECOMMENDED MOTION: That the Board of Supervisors:

- 3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
- 4. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five (5) working days of approval by the Board.

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: Revenue Lease Budget Adjustment: No			ustment: No	
			For Fiscal	fear: 2022/2023

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

<u>Summary</u>

On January 3, 2013, the County of Riverside entered into a Lease Agreement (Lease) with the U. S. House of Representatives for office space located at Riverside Centre, 3403 10th Street, Suite 610, Riverside, for use by Representative Mark A. Takano. A lease extension was requested by the U. S. House of Representatives and this District Office Lease Amendment (Amendment) represents a two-year extension commencing on January 3, 2023 and terminating on January 2, 2025.

Lessor:	County of Riverside 3450 14 th St. Suite 200 Riverside, California 92501	
Premises:	3403 10th Street, Suite 610 Riverside, California 92501	
Term:	Two (2) years commencing J on January 2, 2025	anuary 3, 2023, and expiring
Size:	1,980 square feet	
Rent:	Current \$ 2.75 per sq. ft. \$5,445.00 per month \$65,340.00 per year	New \$2.83 per sq. ft. \$5608.35 per month \$67,300.20 per year

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

Rental Adjustment:	N/A
Parking:	Continues to be \$585.00 per month
Utilities:	Provided by County, tenant pays for telephone and data
Custodial:	Provided by County
Maintenance:	Provided by County

<u>CEQA</u>

Pursuant to the California Environmental Quality Act (CEQA), the 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 Lease, is the letting of property involving existing facilities where no expansion of an existing use will occur.

Surplus Land Act

Staff contacted the California Department of Housing and Community Development (HCD) to determine whether the District Office Lease Amendment was subject to the Surplus Land Act. HCD determined that the Amendment is not subject to the Surplus Land Act.

Impact on Residents and Businesses

This leased space will continue to serve the public and their needs through access of a local congressional district office.

Contract History and Price Reasonableness

The original Lease was executed on January 3, 2013. The rental rate and annual escalator are competitive market rates.

ATTACHMENTS:

- Aerial
- Lease Amendment
- Notice of Exemption

Veronica Santillan Veronica Santillan, Principal Management Analyst 7/24/2023

Haron Gettis 7/19/2023

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County of Riverside Facilities Management-PMO 3450 14th Street, 2nd Floor, Riverside, CA FILED/POSTED County of Riverside Peter Aldana Assessor-County Clerk-Recorder E-202300796 08/02/2023 03:31 PM Fee: \$ 50.00 Page 1 of 2 Removed: By: Deputy

NOTICE OF EXEMPTION

May 30, 2023

Project Name: Approval of Amendment to Lease Agreement for Congressman Takano, Riverside Centre, Riverside

Project Number: FM047611054300

Project Location: 3403 10th Street, Suite 610, west of Lime Street, Riverside, California 92501; Assessor's Parcel Number (APN) 215-120-005

Description of Project: On January 3, 2013, the County entered into a Lease Agreement (Lease) with Mark A. Takano, U.S. House of Representative (Congressman Takano) for office space at Riverside Centre, 3403 10th Street, Suite 610, Riverside, California. This facility continues to meet the needs and requirements of Congressman Takano and the Amendment to Lease represents a two-year lease extension commencing on January 3, 2023 and expiring on January 2, 2025. The Amendment to the Lease Agreement with Congressman Takano 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. 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 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 the extension of term. 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 proposed two-year extension of the Lease Agreement and minor administrative contractual modification to 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 CEOA 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: 5-30-2023

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

District Office Lease Amendment – Instructions

THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE THE DISTRICT OFFICE LEASE AMENDMENT AND ATTACHMENT PRIOR TO SIGNATURE.

The term for a District Office Lease Amendment for the 118th Congress may not commence prior to January 3, 2023.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 118th Congress, leases should end on January 2, 2025, not December 31, 2024.

- The Member/Member-elect is required to personally sign all documents.
- A District Office Lease Attachment ("Attachment") for the 118th Congress must accompany an Amendment.
- Prior to either party signing a District Office Lease Amendment ("Amendment"), the Member/Member-elect must submit the proposed Amendment, accompanied by a copy of the District Office Lease Attachment for the 118th Congress, to the Office of Administrative Counsel ("Administrative Counsel") via e-mail in PDF form (leases@mail.house.gov or fax (202-226-0357)) for review and approval.
- If Administrative Counsel determines that the proposed terms and conditions of the Amendment comply with applicable law and House Rules and Regulations, Administrative Counsel will notify the Member/Member-elect to proceed with signing of the Amendment.
- After the Amendment and the Attachment are signed by both parties, the Amendment and Attachment must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final approval.
- If approved, Administrative Counsel will notify the Office of Finance that monthly rental payments may begin. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect.
- If you have any additional questions about District Office Leases, please contact Administrative Counsel by e-mail at leases@mail.house.gov.

Instructions for completing the Amendment:

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- Section 1 Insert the time period covering the previous lease that is being amended and the office's street address, including the city, state and ZIP.
- Section 2 Insert the new termination date (if the lease is being extended). The Amendment must terminate on or before January 2, 2025. If the purpose of the Amendment is not to change the termination date, insert "N/A" in the space provided.
- Section 3 Insert the monthly rent amount for the extended term. In the blank space, insert any changes or additions to the terms of the lease. If there are no other changes to your existing lease, write "NONE" in the space provided.

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District Office Lease Amendment

(Page 1 of 2 – 118th Congress)

- Prior Lease Term. The undersigned Landlord ("Lessor") and Member of the U. S. House of Representatives ("Lessee") agree that they previously entered into a District Office Lease ("Lease") (along with the District Office Lease Attachment), which covered the period from January 3, 2019 to January 2, 2023 for the lease of office space located at <u>3403 Tenth St. Suite 610</u> in the city, state and ZIP of Riverside, CA 92501
- Extended Term. If applicable, the above referenced Lease is extended through and including January 2, 2025. (This District Office Lease Amendment ("Amendment") may not provide for an extension beyond January 2, 2025, which is the end of the constitutional term of the 118th Congress.)
- 3. Rent and Any Other Changes. The monthly rent for the extended term of the Lease shall now be <u>\$6,193.35</u>. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word "NONE" below].

NONE

- 4. District Office Lease Attachment for 118th Congress. This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 118th Congress and the District Office Lease Attachment for the 118th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
- 5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 6. Section Headings. The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

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District Office Lease Amendment

(Page 2 of 2 - 118th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

County of Riverside

A political subdivision of the State of California

By:

KEVIN JEFFRIES, Chair Board of Supervisors

ATTEST: KIMBERLY RECTOR Clerk of the Board

By Deputy

Mark A Takano, U.S. House of Representatives

Print Name of Lessee

Lessee Signature

05/19/23

Date

APPROVED AS TO FORM: MINH C. TRAN County Counsel By:

RYAN YABKO Deputy County Counsel

> This District Office Lease Amendment must be accompanied with an executed District Office Lease Attachment.

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District Office Lease Attachment- Instructions

The District Office Lease Attachment ("Attachment") must accompany *every* Lease or Amendment submitted for a Member/Member-elect's District Office.

THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.

The term of a District Office Lease or Amendment for the 118th Congress may not commence prior to January 3, 2023.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 118th Congress, leases should end on January 2, 2025, not December 31, 2024.

- The Member/Member-elect is required to <u>personally</u> sign the documents.
- The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), including both the "required amenities" and "optional amenities" portions.
- Section B ("Additional Lease Terms") of the Attachment SHALL NOT have any provisions deleted or changed.
- Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel ("Administrative Counsel") via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- If Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment comply with applicable law and House Rules and Regulations, Administrative Counsel will notify the Member/Member-elect to proceed with the execution of the Lease or Amendment.
- Once signed by both parties, the Lease or the Amendment, accompanied by the Attachment, must be submitted to Administrative Counsel via e-mail in PDF form (<u>leases@mail.house.gov</u>) or fax (202-226-0357) for final approval.
- Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved by Administrative Counsel and payments will not be made.
- If approved, Administrative Counsel will notify the Office of Finance that monthly rental payments can begin. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect.
- The parties agree that any changes for default, early termination, or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the Lessee's sole responsibility and are not reimbursable from the Members' Representational Allowance.
- Lessor shall provide a copy of any <u>assignment</u>, <u>estoppel certificate</u>, <u>notice of a bankruptcy</u> <u>or foreclosure</u>, or <u>notice of a sale or transfer of the leased premises</u> to Administrative Counsel via e-mail in PDF form (<u>leases@mail.house.gov</u>).

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District Office Lease Attachment

(Page 1 of 5 – 118th Congress)

SECTION A

(Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

High-Speed Internet Available Within the Leased Space.

Please list any internet providers known to provide service to the property:

□ * Interior Wiring CAT 5e or Better within Leased Space.

To be completed by the Lessor (optional amenities):

□ Amenities are separately listed elsewhere in the Lease. (The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

- □ Lockable Space for Networking Equipment.
- <u>Telephone Service Available</u>.

Assigned Parking Spaces

✓ 9 Unassigned Parking Spaces

□ General Off-Street Parking on an As-Available Basis

- <u>Utilities</u>. Includes: <u>Water</u>, Electricity
- Janitorial Services. Frequency: Daily
- Trash Removal. Frequency: Daily
- □ <u>Carpet Cleaning</u>. Frequency:
- <u>Window Washing</u>. □ <u>Window Treatments</u>.
- □ <u>Tenant Alterations Included In Rental Rate</u>.
- After Hours Building Access.
- □ Office Furnishings. Includes:
- <u>Cable TV Accessible</u>. If checked, Included in Rental Rate: □ Yes No

Building Manager.
Onsite On Call Contact Name: Deputy Director of Real Estate

Phone Number: 951-955-4820 Email Address: fm-leasing@rivco.org

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District Office Lease Attachment

(Page 2 of 5 - 118th Congress)

SECTION B (Additional Lease Terms)

- 1. Incorporated District Office Lease Attachment. Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
- 2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
- **3. Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
- 4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
- 5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
- 6. Void Provisions. Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
- 7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
- 8. Death, Resignation or Removal. In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

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District Office Lease Attachment

(Page 3 of 5 – 118th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

- **9. Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 118th Congress, the Lease will be considered null and void.
- 10. Early Termination. If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at <u>FCLeasePayments@mail.house.gov</u>, and with the Administrative Counsel by e-mail at <u>leases@mail.house.gov</u>.
- 11. Assignments. Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
- 12. Sale or Transfer of Leased Premises. Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at leases@mail.house.gov.
- **13. Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at <u>FCLeasePayments@mail.house.gov</u>, and with Administrative Counsel by e-mail at <u>leases@mail.house.gov</u>.
- 14. Estoppel Certificates. Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at leases@mail.house.gov.
- **15. Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
- 16. Maintenance of Structural Components. Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

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District Office Lease Attachment

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systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

- 17. Lessor Liability for Failure to Maintain. Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under <u>Sections 15</u> and <u>16</u>.
- **18. Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
- **19.** Federal Tort Claims Act. Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
- **20.** Limitation of Liability. Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
- **21. Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
- 22. Electronic Funds Transfer. Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
- **23. Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
- 24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
- **25. Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
- 26. Fair Market Value. The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
- 27. District Certification. The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

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District Office Lease Attachment

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- **28. Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- **29.** Section Headings. The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

County of Riverside

A political subdivison of the State of California

By: e

KEVIN JEFFRIES, Chair Board of Supervisors

ATTEST: KIMBERLY RECTOR Clerk of the Board By: Mark A Takano, U.S. House of Representatives

Print Name of Lessee

Lessee Signature

05/19/23

Date

APPROVED AS TO FORM: MINH C. TRAN County Counsel By: RYAN ABKO Deputy County County

From the Member's Office, who is the point of contact for questions? Name Phone () E-mail

@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed

(Administrative Counsel)

_ Date _

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U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

			Transcenaneous r ayment Enronment r or m	
			5 Debt Collection Improvement Act require all entities that do business with the	
			and Electronic Funds Transfer (EFT) information for payment. PL 93-579	
below, sign and return via the ema			ed or used for any other purpose than to pay you. <i>Please complete all sections</i>	
RETURN FORM TO:	VendorEFT@mai	.house.gov	FAX NUMBER: (202) 225-6914	
SECTION I U	NITED STAT	ES HOUSE (OF REPRESENTATIVES INFORMATION	
	HOUSE OF REPRESENT	ATIVES - ACCOUNTIN	ING, 3110 O'NEILL FEDERAL BUILDING, WASHINGTON, DC 20515	
AGENCY IDENTIFIER 53	-6002523	AGENCY	Y LOCATION CODE 4832 TELEPHONE NUMBER (202) 226-2277	
SECTION II P	AYEE/COMP	ANY INFOR	RMATION	
NAME (AS SHOWN ON YOUR INCOME TAX F			CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)	
County of Riverside			Sole C Corporation S Corporation Trust/Estate	
BUSINESS NAME/DISREGARDED ENTITY N.	AME or DBA , IF DIFFEREI	IT THAN ABOVE	Limited Liability Company Enter tax classification (C=C corporation, S=S corporation, P= Partnership)	
TYPE OF TAX IDENTIFICATION NUMBER SOCIAL SECURITY NUMBER (or) EIN ADDRESS/CITY/STATE/ZIP	ENTER TAX IDENTIFIC	TION NUMBER	OTHER (Other entities. Enter your business name below as shown on required federal tax documents "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.)	
3450 14th St. Suite 200 Riverside, CA 92501			PURCHASE ORDER ADDRESS/CITY/STATE/ZIP	
CONTACT PERSON NAME Sue Ann	a Schatz			
EMAIL sschatz@rivco.or]		EMAIL FM-Leasing@rivco.org	
TELEPHONE NUMBER 951-955-4820	FAX NUMBER		TELEPHONE NUMBER FAX NUMBER 951-955-4820 FAX NUMBER	
REMIT TO ADDRESS				
	INANCIAL IN	STITUTION	N INFORMATION	
BANK NAME (Branch City, State) MUFC	Union Bank. N	I.A. 400 Cal	lifornia St. San Francisco, CA 94101	
ACH COORDINATOR NAME	,		TELEPHONE NUMBER	
NINE-DIGIT ROUTING TRANSIT NUMBER	1 2	2 0	0 0 4 9 6	
DEPOSITOR ACCOUNT TITLE COUNT	y of Riverside			
DEPOSITOR ACCOUNT NUMPER	0173925		LOCKBOX NUMBER	
TYPE OF ACCOUNT	× CHECKING	SAVING	GS LOCKBOX	
SECTION IV S	OCIO-ECONC	MIC INFOI	PMATION	
			tions Minority SmBusiness Sm-Disadv/Minority Sm-Disadv Only SmMin Only	
		ne Program 🔲 HU		
Other Preference Programs			it No Preference/Not Listed Small Business Set-Aside Very Small Business Set-Aside	
Veteran Owned Status	the second se		d SmBus Serv-Disabled Vet Other Bus Serv-Disabled Vet Owned SB Vet-Owned Other Bus	
Size of Business	(A) 50 or less (B) 5 (N) 1.1-2 million		I-250	
SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY				
NAME			TITLE/POSITION	
SIGNATURE			DATE TELEPHONE NUMBER	

Instructions for Completing U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

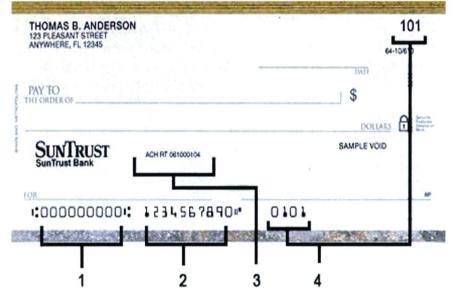
Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

FINANCIAL INSTITUTION NAME	name of the financial institution to which the payments are to be directed
ROUTING TRANSIT NUMBER (RTN)	financial institution's 9 digit routing transit number; found on the bottom of a check or deposit ticket or from your Financial Institution
ACCOUNT TITLE	employee's or vendor's name on the account
ACCOUNT NUMBER	account number at the financial institution



- Routing Transit Number (RTN)

 nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
- Account number this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
- ACH Routing Transit Number Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with *SunTrust Bank*.
- 4. Check number This information is not necessary do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at http://www.sba.gov/.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

