

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



ITEM: 3.14  
(ID # 22697)

**MEETING DATE:**  
Tuesday, November 28, 2023

**FROM :** FACILITIES MANAGEMENT AND AGRICULTURAL COMMISSIONER :

**SUBJECT:** FACILITIES MANAGEMENT - REAL ESTATE (FM-RE): AND AGRICULTURAL COMMISSIONER: Approval of Fifth Amendment to Lease with Allegretti & Company, Five-Year Lease Extension, California Environmental Quality Act Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 4. [Total Cost: \$646,307 - 80% State Contracts/Local Fees; 20% County] (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, Class 1 - Existing Facilities Exemption, and Section 15061(b)(3), "Common Sense" Exemption;
2. Approve the attached Fifth Amendment to Lease with Allegretti & Company, and authorize the Chair of the Board to execute the same on behalf of the County;
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 Notice of Exemption with the County Clerk within five (5) business days of approval by the Board.

**ACTION:**Policy

  
Delia Cioc, Assistant Agricultural Commissioner.

11/8/2023

  
Rose Salgado, Director of Facilities Management

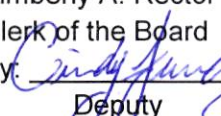
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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, 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 and Perez and Gutierrez  
Nays: None  
Absent: None  
Date: November 28, 2023  
xc: FM-RE, Agric. Comm., 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>	\$71,228	\$124,131	\$646,307	\$ 0
<b>NET COUNTY COST</b>	\$14,246	\$24,826	\$129,261	\$ 0
<b>SOURCE OF FUNDS:</b> 80% State Contracts/Local Fees; 20% County			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24 – 28/29	

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

**BACKGROUND:**

**Summary**

On April 8, 2008 (M.O. 3.9), the County of Riverside (County) entered into a lease agreement (Lease) on behalf of the Agricultural Commissioner for office space located at 81-077 Indio Blvd., Suites K & L, in Indio, California. This facility continues to meet the needs and requirements of the Agricultural Commissioner. This Fifth Amendment to Lease (Amendment) extends the term and modifies the rental amount. In addition, at Lessor's sole cost and expense, Lessor agrees to paint interior walls and refresh the exterior sign.

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

Lease summarized below:

Lessor: Allegretti & Company (for receiving notice)  
2000 Malloy Lane PMB #351  
Franklin, TN 37067

Allegretti & Company (principal place of business)  
18830 Maplewood Lane  
Northridge, CA 91326

Premises: 81-077 Indio Blvd., Suites K & L  
Indio, California

Term: Commencing on December 1, 2023 and expiring November 30, 2028

Size: 4,417 square feet

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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Rent:	Current	New
	\$ 2.11 per sq. ft.	\$ 2.08 per sq. ft.
	\$ 9,340.57 per month	\$9,198.35 per month
	\$112,086.84 per year	\$110,380.20 per year

Rental Adjustment: Three percent (3%)

Utilities: County pays electricity and telephone, Lessor provides all others

Maintenance: Provided by Lessor

Custodial: Provided by Lessor

This Amendment has been reviewed and approved by County Counsel as to legal form.

**Impact on Residents and Businesses**

The Agricultural Commissioner provides various programs, information, and assistance to growers in the area, including Annual Crop Report, Master Gardner Programs, Crop Disaster Assistance, and Pest Control Information.

**Contract History and Price Reasonableness**

The Lease has been amended four times previously for rent adjustments, extensions to the term, and tenant improvements.

Lease & Amendments

Date and M.O.

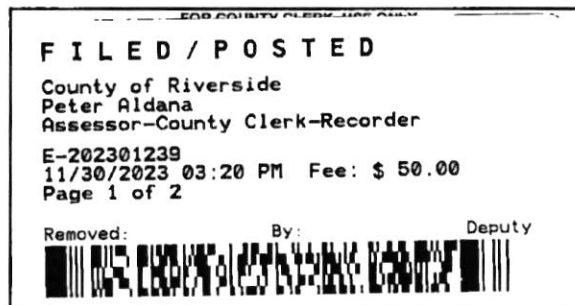
Lease	April 8, 2008 (M.O. 3.9)
First Amendment	July 13, 2010 (M.O. 3.28)
Second Amendment	March 18, 2014 (M.O. 3.11)
Third Amendment	January 8, 2019 (M.O. 3.8)
Fourth Amendment	January 25, 2022 (M.O. 3.23)

**ATTACHMENTS:**

- Fifth Amendment to Lease
- Exhibit A, B & C
- Notice of Exemption
- Aerial Map

  
Aaron Gettis, Deputy County Counsel 11/14/2023

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



## NOTICE OF EXEMPTION

August 3, 2023

**Project Name:** Approval of Fifth Amendment to the Lease Agreement with Allegretti & Company for Agricultural Commission, Indio

**Project Number:** FM042341007400

**Project Location:** 81-077 Indio Boulevard, Suites K & L, east of Madison Street, Indio, California 92201, Assessor's Parcel Number (APN) 610-020-027

**Description of Project:** On April 8, 2008 (M.O. 3.9), the County of Riverside (County) entered into a lease agreement on behalf of the Agricultural Commissioner for office space located at 81-077 Indio Blvd., Suites K & L, in Indio, California. The Lease Agreement has been amended four times previously for rental updates, noticing requirements, term extensions, secured parking, carpet replacement, and parking allocation. This facility continues to meet the needs and requirements of the Agricultural Commissioner. The Fifth Amendment to Lease extends the term for a five-year extension and modifies the rental amount. In addition, at Lessors sole cost and expense, Lessor agrees to paint interior walls and refresh exterior sign. The Fifth Amendment to the Lease Agreement is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the extension of an existing lease with minor tenant improvements; no expansion of existing facilities or change in land use will occur. 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.



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**FIFTH AMENDMENT TO LEASE**

**81-077 Indio Blvd., Suites K & L, Indio California**

**THIS FIFTH AMENDMENT TO LEASE** ("Fifth Amendment"), dated as of November 28, 2023, is entered into by and between the **COUNTY OF RIVERSIDE** ("County"), a political subdivision of the State of California, and **ALLEGRETTI & COMPANY** ("Lessor"), a California corporation, collectively referred to as "Parties."

**RECITALS**

Madison Commerce Center, LLC ("Original Lessor") and County entered into that certain Lease ("Original Lease") dated April 8, 2008, pursuant to which Lessor has agreed to lease to County and County has agreed to lease from Lessor a portion (Suites K & L) of that certain building located at 81-077 Indio Blvd., Indio, California, as more particularly described in the Original Lease.

a. The amendments to the Original Lease are summarized as follows:

1. The First Amendment to Lease, dated July 13, 2010, by and between the County and Spectra Novae, LTD., ("Spectra"), successor-in-interest to Madison Commerce Center, LLC, whereby the County and Spectra agreed to reduce the rent and update the notice section of the Lease.

2. The Second Amendment to Lease, dated March 18, 2014, by and between the County and Spectra, whereby County and Spectra agreed to extend the term, modify the rent, and install secured parking.

3. The Third Amendment to Lease dated January 8, 2019, by and between the County and Allegretti & Company, a California corporation, successor-in-interest to Spectra Novae, LTD, whereby the County and Allegretti & Company agreed to modify the rent, extend the term, and replace the carpet.

4. The Fourth Amendment to Lease dated January 25, 2022, by and by and between the County and Allegretti & Company, a California corporation,

1 successor-in-interest to Spectra Novae, LTD, whereby the County and Allegretti &  
2 Company agreed to modify the County's allocation of secured parking spaces.

3 **b.** The Original Lease together with the Amendments are collectively  
4 referred to herein as the "Lease."

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

7 **1. TERM.** Section 4.1 of this Lease is hereby amended by the  
8 following: The term of the Lease shall be extended five (5) years commencing on  
9 December 1, 2023 and expiring on November 30, 2028.

10 **2. Rent.** Section 5.1 of the lease is hereby amended by the  
11 following: Effective December 1, 2023, the monthly rent shall be Nine Thousand One  
12 Hundred Ninety-Eight and 35/100 Dollars (\$9,198.35) per month. The monthly rent  
13 shall be increased on each anniversary of the Lease by an amount equal to three  
14 percent (3%) of such monthly rental in the preceding year.

15 **3. IMPROVEMENTS BY LESSOR.** Section 11.1.9 of the Lease is  
16 hereby amended by the following: At Lessors sole cost and expense, Lessor agrees to  
17 paint interior walls and refresh exterior sign. Work to commence upon Board approval  
18 of Fifth Amendment to Lease or a mutually agreeable date to County and Lessor.

19 **4. NOTICE.** Section 19.18 of the Lease is hereby amended by the  
20 following:

21 **County's Notification Address:**

22 County of Riverside

23 Facilities Management

24 Real Estate Division

25 3450 14<sup>th</sup> Street, Suite 200

26 Riverside, CA 92501

27 Attn: Deputy Director of Real Estate

28 [FM-Leasing@RIVCO.org](mailto:FM-Leasing@RIVCO.org)

(951) 955-4820

1                   **Lessor's Notification Address:**

2                   Allegretti & Company  
3                   2000 Malloy Lane PMB #351  
4                   Franklin, TN 37067

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

18                   **5. CAPITALIZED TERMS.** Fifth Amendment to prevail. Unless  
19 defined herein or the context requires otherwise, all capitalized terms herein shall have  
20 the meaning defined in the Lease, as heretofore amended. The provisions of this Fifth  
21 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease,  
22 as heretofore amended, and shall supplement the remaining provisions thereof.

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

26  
27  
28                   (Signatures on the following Page)




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

3  
4 **LESSEE:**  
5 COUNTY OF RIVERSIDE,  
6 a political subdivision of the  
7 State of California

**LESSOR:**  
ALLEGRETTI & COMPANY,  
a California Corporation

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

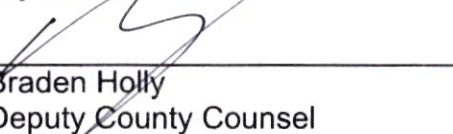
By:   
Joseph A. Allegretti  
President

11 **ATTEST:**  
12 Kimberly Rector  
13 Clerk of the Board

By:   
Kelly Allegretti  
Chief Financial Officer

14 By:   
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18 **APPROVED AS TO FORM:**  
19 **MINJ C. TRAN**  
20 County Counsel

By:   
21 Braden Holly  
22 Deputy County Counsel

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