

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



**ITEM: 3.10  
(ID # 23118)**

**MEETING DATE:**  
Tuesday, April 02, 2024

**FROM :** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Ratification and Approval of Lease Amendment No. 3 with the United States of America, General Services Administration, Riverside, Expansion, California Environmental Quality Act (CEQA) 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, Class 1 Existing Facilities Exemption and Section 15061(b)(3), Common Sense" Exemption;

Continued on Page 2

**ACTION:Policy**


  
Rose Salgado, Director of Facilities Management 3/14/2024

---

**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, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: April 2, 2024  
xc: FM, Recorder/State Clearinghouse

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

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

2. Ratify and approve the attached Lease Amendment No. 3 with the United States of America, General Services Administration, and authorize the Chairman of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or his/her 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 and the State Clearinghouse within five (5) working days of project approval.

<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>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Revenue Lease			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24	

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

**BACKGROUND:**

**Summary**

General Services Administration – U.S. Bankruptcy Court (GSA), located at 3420 12<sup>th</sup> Street, Riverside, has been under lease with the County of Riverside occupying 77,249 square feet since April 18, 2017. A recent relocation within the building made available 3,069 square feet and GSA has requested an expansion within its footprint. FM-Real Estate and GSA have negotiated Lease Amendment No. 3, which increases the total rentable square footage (RSF).

Lease Amendment No. 1 was approved under Minute Order 3.22 on July 23, 2019.

Lease Amendment No. 2 was approved under Minute Order 3.9 on June 23, 2020.

Under Lease Amendment No. 3, the Rentable Square Footage (RSF), will increase from 77,249 to 80,318. Rent on the increased square footage amount is \$2.10 per square foot. Additionally, the termination rights are amended to reflect the change in RSF. GSA will pay the increased rent to the County in monthly arrears.

Lease Amendment No. 3 has been reviewed and determined to be exempt from the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Section 15061(b)(3), “Common Sense” exemption, and Section 15301, Class 1, Existing Facilities exemption, as it can be seen with certainty that there is no possibility that the activity in question may have a

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

significant effect on the environment. The County's approval of Lease Amendment No. 3 does not create any reasonably foreseeable physical change to the environment.

The attached Lease Amendment No. 3 has been approved as to form by County Counsel.

**Impact on Citizens and Businesses**

The U.S. Bankruptcy Court continues to provide valuable legal service to the citizens of Riverside County and at the same time has a major positive economic impact to this region of the County. The Court provides quality long-term jobs which support our local economy.

**SUPPLEMENTAL:**

**Attachments:**

Lease Amendment No. 3




Notice of Exemption

Aerial

  
Veronica Santillan, Principal Management Analyst 3/25/2024

  
Aaron Gettis, Chief of Deputy County Counsel 3/21/2024

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> Street, Third Floor, Riverside, CA

FOR COUNTY CLERK USE ONLY		
FILED / POSTED		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202400365		
04/03/2024 08:38 AM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

## NOTICE OF EXEMPTION

January 24, 2024

**Project Name:** Approval of Lease Amendment No. 3 with United States of America General Services Administration (GSA) for the United States Bankruptcy (USBK) Court, Riverside

**Project Number:** FM047611020900

**Project Location:** 3420 12<sup>th</sup> Street, west of Lime Street, Riverside, California 92501, Assessor's Parcel Number (APN): 215-321-021

**Description of Project:** On April 18, 2017, under Minute Order 3.27, the Board of Supervisors approved the Revenue Lease Agreement between the County of Riverside and the United States of America, General Services Administration (GSA) for office and related space at 3420 12th Street in Riverside, (Lease). On July 23, 2019, under Minute Order 3.22, the Board approved Lease Amendment No. 1 authorizing an additional \$1,589,122 of tenant improvement allowance for use by the U.S. Probation Department.

On June 23, 2020, under Minute Order 3.9, the Board approved Lease Amendment No. 2 authorizing an increase in the Court's exclusive space footprint, an increase in the Common Area Factor, added additional parking spots, and amended the base rent.

Lease Amendment No. 3 increases the Court's exclusive space square footage by allocating 2,617 square feet of space from the existing building, adds termination rights for Lessee, and amends the base rent. Lease Amendment No. 3 with GSA is identified as the proposed project under the California Environmental Quality Act (CEQA). No expansion of an existing use will occur. The operation of the facility will continue to provide services to the public. The Lease Amendment will not result in an increase in capacity or the intensity of the use of the site. 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 Lease Amendment No. 3.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to a Lease Amendment to continue services at an existing facility. The continuation of these services will result in the ongoing use, operation, and maintenance of the facility. The use of the facility would not result in any changes as a result of the occupancy and no expansion of public services would occur. 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 Lease Amendment No. 3, which will result in the continued use of space at the US Bankruptcy Court, 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: 1-24-2024  
Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management

<b>GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 3 <small>WHEN DOCUMENT IS FULLY EXECUTED RETURN</small> <b>CLERK'S COPY</b>
	TO LEASE NO. GS-09P-LCA00137 to Riverside County Clerk of the Board, Stop 1010 Post Office Box 1147, Riverside, Ca 92502-1147
ADDRESS OF PREMISES 3420 12 <sup>TH</sup> STREET RIVERSIDE, CA 92501	PDN Number: N/A Thank you.

**THIS AMENDMENT** is made and entered into between **COUNTY OF RIVERSIDE**

whose address is: 3450 14th St., Ste. 200,

Riverside, CA 92501-3862

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease. To expand the square footage under lease and adjust the rent tables.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

**A. PARAGRAPH 1.01A is hereby deleted and replaced with the following:**

1.01 THE PREMISES (SEP 2015)

A. Office and Related Space: 80,318 rentable square feet (RSF), yielding 68,482 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space located on the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floors of the building, as depicted on the floor plans.

**BLOCK A** – 75,527 rentable square feet (RSF), yielding 64,397 ANSI/BOMA Office Area (ANBOA) square feet (SF) of office and related space located on the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> floors of the building, as depicted on the floor plans attached to the base lease as Exhibit A.

This Lease Amendment contains 6 pages and Exhibits consisting of 5 pages.

All other terms and conditions of the lease shall remain in force and effect.  
 IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

**FOR THE LESSOR:**

*Chuck Washington*

Name: CHUCK WASHINGTON  
 Title: CHAIR, BOARD OF SUPERVISORS  
 Entity: County of Riverside  
 Date: 4/02/2024

**FOR THE GOVERNMENT:**

Name: William Fletcher  
 Title: Lease Contracting Officer  
 General Services Administration, Public Buildings Service  
 Date: \_\_\_\_\_

**WITNESSED FOR THE LESSOR BY:**

**ATTEST:**

Name: KIMBERLY A. RECTOR, Clerk  
 Title: \_\_\_\_\_  
 By: *Maamy L.*  
 Date: DEPUTY

FORM APPROVED COUNTY COUNSEL  
 BY: *Ryan D Yabko* 3/19/24  
 RYAN D YABKO DATE

**BLOCK B** - 1,722 rentable square feet (RSF), yielding 1,468 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space located on the 2<sup>nd</sup> floor of the building, as depicted on the floor plans attached to Lease Amendment Number 1 as Exhibit I.

**BLOCK C** – 3,069 rentable square feet (RSF), yielding 2,617 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related space located on the 2<sup>nd</sup> floor of the building as depicted on the floor plans attached to this Lease Amendment as Exhibit 3A consisting of 1 page.

**B. PARAGRAPH 1.03A is hereby deleted in its entirety and replaced with the following:**

**1.03 RENT AND OTHER CONSIDERATION (SEP 2015) - MODIFIED**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

Combined Rent table

	03/14/2017 – 02/06/2020	02/07/2020 – 03/13/2020	03/14/2020 – 11/17/2023	11/18/2023 – 3/13/2027	3/14/2027 – 3/13/2037
	Annual Rent	Annual Rent	Annual Rent	Annual Rent	Annual Rent
Shell Rent <sup>1</sup>	\$1,921,406.88	\$1,965,214.56	\$1,965,214.56	\$2,042,645.43	\$2,042,645.43
Tenant Improvements Rent <sup>2</sup>	\$0.00	\$537,066.73	\$537,066.73	\$537,066.73	\$0.00
Operating Costs <sup>3</sup>	\$761,312.16	\$807,331.03	\$807,331.03	\$1,005,906.89	\$1,005,906.89
Parking <sup>4</sup>	\$0.00	\$0.00	\$17,920.00	\$17,920.00	\$17,920.00
<b>Total Rent</b>	<b>\$2,682,719.04</b>	<b>\$3,309,312.32</b>	<b>\$3,346,277.95</b>	<b>\$3,603,539.05</b>	<b>\$3,066,472.32</b>

<sup>1</sup>Shell Rent Calculation:  
 BLOCK A (03/14/2017 – 03/13/2037) \$25.44 per RSF multiplied by 75,527 RSF  
 BLOCK B (02/07/2020 – 03/13/2037) \$25.44 per RSF multiplied by 1,722 RSF  
 BLOCK C (11/18/2023 – 03/13/2037) \$25.23 per RSF multiplied by 3,069 RSF

<sup>2</sup>Tenant Improvements  
 Amortize the amount of \$1,597,799.00 in the form of monthly payments over and above the annual shell and operating rents at the rate of 8 percent per annum from 02/07/2020 – 03/13/2027.  
 Amortize the amount of \$1,271,894.27 in the form of monthly payments over and above the annual shell and operating rents at the rate of 9.25 percent per annum from 02/07/2020 – 03/13/2027.

<sup>3</sup>Operating Costs rent calculations:  
 (03/14/2017 – 02/06/2020) \$10.08 per RSF multiplied by 75,527 RSF  
 (02/07/2020 – 11/17/2023) \$10.45 per RSF multiplied by 77,249 RSF. This cost is rounded to the nearest cent and includes a CPI escalation from March 2020.  
 (11/18/2023 – 03/13/2037) \$12.52 per RSF multiplied by 80,318 RSF. This cost is rounded to the nearest cent and includes all CPIs through March 2023.

<sup>4</sup>Parking costs for five (5) structured parking spaces are included in the shell rent. Effective 03/14/2020, the Government is adding an additional fourteen (14) structured parking spaces as detailed in Lease Amendment Number 2.

**C. PARAGRAPH 1.05 IS DELETED IN IT'S ENTIRETY AND REPLACED WITH THE FOLLOWING:**

**1.05 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this lease (BLOCKS A & B), in whole or in part, at any time effective after March 13, 2027, by providing not less than 180 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

The Government may terminate this lease (BLOCK C), in whole or in part, at any, by providing not less than 60 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

**D. The following clauses are added and incorporated into the Lease:**

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)**

(a) *Definitions.* As used in this clause—

  
 LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

LESSOR:  GOVERNMENT: \_\_\_\_\_



*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <HTTPS://DIBNET.DOD.MIL>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <HTTPS://DIBNET.DOD.MIL>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

LESSOR:  GOVERNMENT: \_\_\_\_\_

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

#### 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUNE 2023)

(a) *Definitions.* As used in this clause—

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

*Information technology*, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) *Prohibition.* Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor’s employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

#### 552.270-34 Access Limitations for High-Security Leased Space.

ACCESS LIMITATIONS FOR HIGH-SECURITY LEASED SPACE (JUN 2021)

LESSOR:  GOVERNMENT: \_\_\_\_\_

(a) The Lessor, including representatives of the Lessor's property management company responsible for operation and maintenance of the leased space, shall not—

(1) Maintain access to the leased space; or

(2) Have access to the leased space without prior approval of the authorized Government representative.

(b) Access to the leased space or any property or information located within that Space will only be granted by the Government upon determining that such access is consistent with the Government's mission and responsibilities.

(c) Written procedures governing access to the leased space in the event of emergencies shall be documented as part of the Government's Occupant Emergency Plan, to be signed by both the Government and the Lessor.

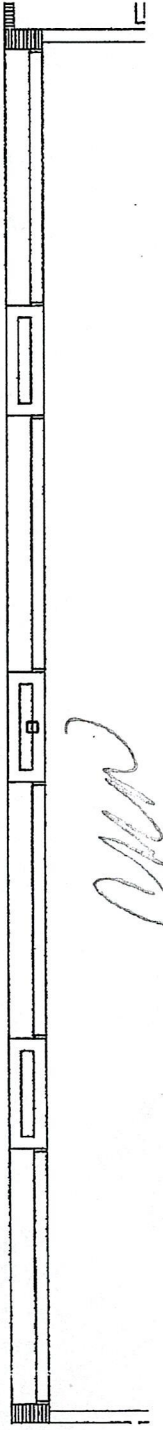
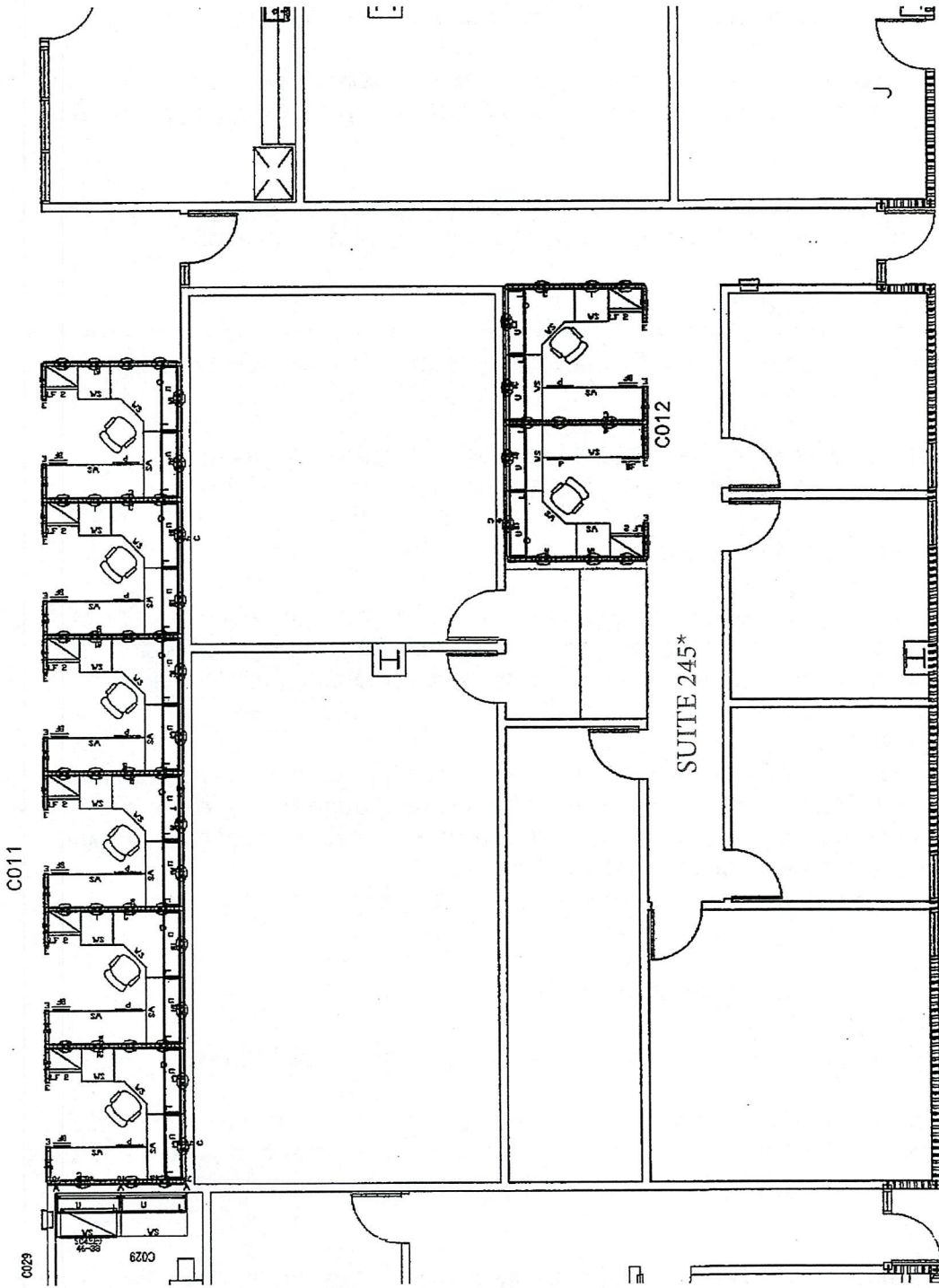
(End of clause)

A. The following clause is added to the lease as EXHIBIT 3B Consisting of 4 pages.

**552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space.**

LESSOR:  GOVERNMENT: \_\_\_\_\_

EXHIBIT 3A



*Handwritten signature*

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

EXHIBIT 3B

**Offerors' Initial Representation:** Complete the representation below, sign and return to the LCO or his/her designee. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

**Lessors' Representation:** Complete the annual representation below, sign and return to the ALCO or his/her designee via GSA's Real Estate Tax portal at [ret.gsa.gov](http://ret.gsa.gov), or subsequent portal.

**Novation Transferees' Representation:** Complete the representation below, sign and return to the ALCO or his/her designee along with other required novation documentation.

=====  
552.270-33 Foreign Ownership and Financing Representation for High-Security Leased Space.

FOREIGN OWNERSHIP AND FINANCING REPRESENTATION FOR HIGH-SECURITY LEASED SPACE (JUN 2021)

(a) *Definitions.* As used in this clause—

*Financing* means the process of raising or providing funds through debt or equity for purposes of meeting the requirements of the Lease, including, but not limited to, acquisition, maintenance, and construction of, or improvements to, the Property.

*Foreign entity* means a:

- (i) Corporation, company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group that is headquartered or organized under the laws of a country that is not the United States or a state, local government, tribe, or territory within the United States; or
- (ii) Government or governmental instrumentality that is not the United States Government.

*Foreign person* means an individual who is not:

- (i) A United States citizen; or
- (ii) An alien lawfully admitted for permanent residence in the United States.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror or Lessor, or that owns or controls one or more entities that control an immediate owner of the offeror or Lessor. No entity owns or exercises control of the highest-level owner.

*Immediate owner* means an entity, other than the offeror or Lessor, that has direct control of the offeror or Lessor. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests

LESSOR: \_\_\_\_\_ GOVERNMENT: \_\_\_\_\_

EXHIBIT 3B

among family members, shared facilities and equipment, and the common use of employees.

*Unique entity identifier* means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b) *Timing.* The Offeror or Lessor shall complete this representation when submitting a proposal. If the Offeror is the successful awardee, the Offeror (now Lessor) shall review, update, and provide this representation on an annual basis, reflecting all changes to immediate owner, highest-level owner and financing during the preceding 1-year period, starting one year from the Lease Term Effective Date through final payment of any contract. If the Lessor intends to transfer the lease to a successor in interest under the circumstances set forth in FAR 42.1204, the Lessor shall submit this representation to the Lease Contracting Officer with any request to novate the lease. The Offeror or Lessor is responsible for the currency, accuracy and completeness of the data disclosed, and for any liability resulting from the Government's reliance on inaccurate or incomplete data.

(c) *Immediate owner.*

(1) The Offeror or Lessor represents that it  does or  does not have an immediate owner.

(2) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then enter the following information for the immediate owner. If the offeror or Lessor has more than one immediate owner (e.g., joint venture), then the offeror or Lessor shall provide the information for each entity.

Legal name (do not use a "doing business as" name)	
Unique entity identifier (if available)	

(3) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign entity?:

Yes or  No.

(4) If the Offeror or Lessor indicates "does" in paragraph (c)(1) of this clause, then complete this additional representation: Is the immediate owner a foreign person?:

Yes or  No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (c)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

LESSOR:  GOVERNMENT: \_\_\_\_\_

EXHIBIT 3B

Physical address	
Country	

(d) *Highest-level owner.*

(1) The Offeror or Lessor represents that the immediate owner, if any,  is or  is not owned or controlled by another entity?

(2) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, indicating that the immediate owner is owned or controlled by another entity, then enter the following information for the highest-level owner.

Legal name (do not use a "doing business as" name)	
Unique entity identifier (if available)	

(3) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign entity?:

Yes or  No.

(4) If the Offeror or Lessor indicates "is" in paragraph (d)(1) of this clause, then complete this additional representation: Is the highest-level owner a foreign person?:

Yes or  No.

(5) If the Offeror or Lessor indicates "Yes" in either paragraph (d)(3) or (4) of this clause, indicating that there is foreign ownership (as a foreign entity or foreign person), then enter the following information for the foreign owner (respond for each as applicable).

Physical address	
Country	

(e) *Financing entity.*

(1) The Offeror or Lessor represents that the financing  does or  does not involve a foreign entity?

(2) The Offeror or Lessor represents that the financing  does or  does not involve a foreign person?

(3) If the Offeror or Lessor indicates "does" in either paragraph (e)(1) or (2) of this clause, indicating foreign financing (as a foreign entity or foreign person), then enter the following information for the foreign financing (respond for each as applicable).

Legal name (do not use a "doing business as" name)	
---	--

LESSOR:  GOVERNMENT: \_\_\_\_\_

EXHIBIT 3B

Unique entity identifier (if available)	
--	--

Physical address	
Country	

(End of clause)

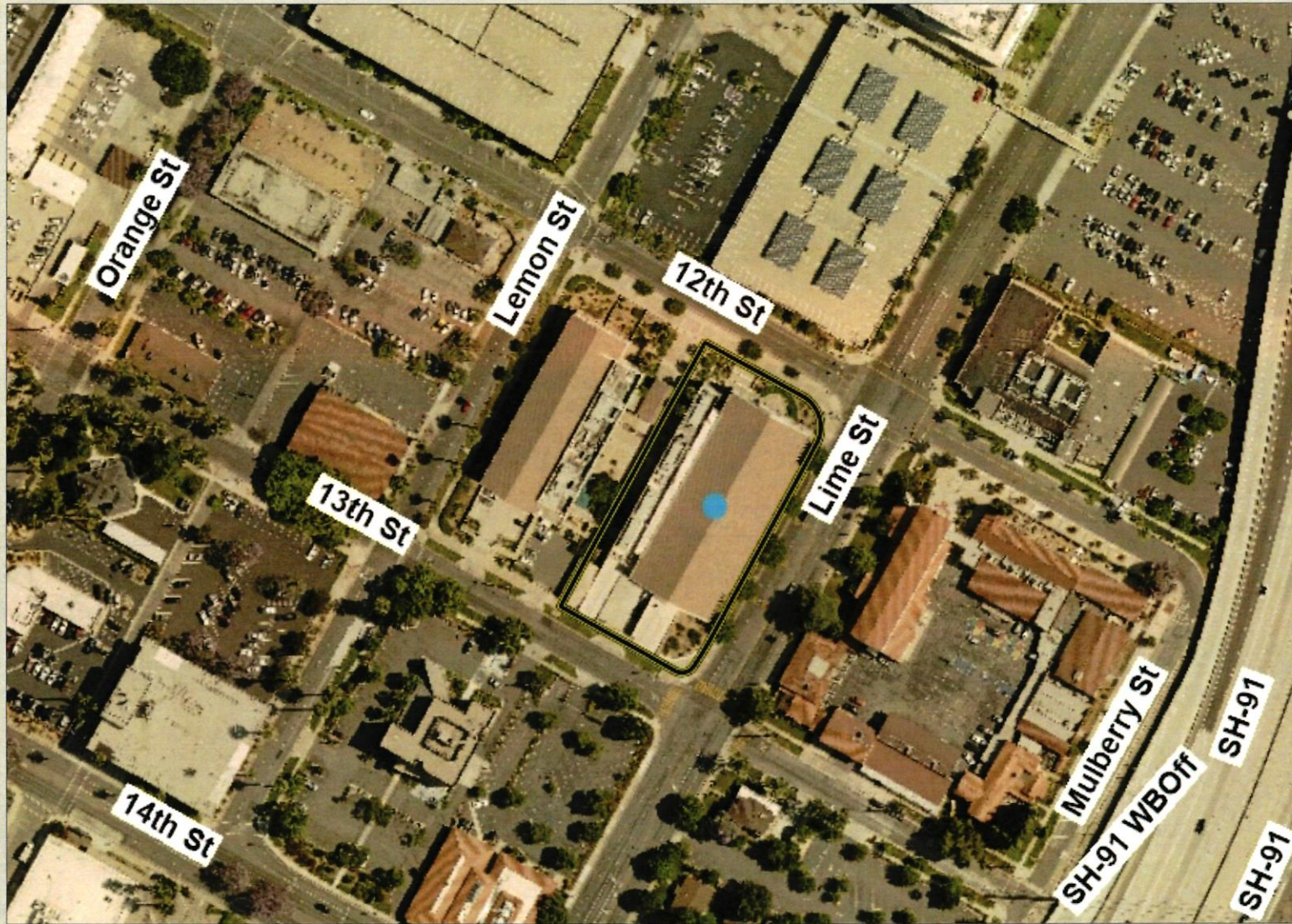
OFFEROR OR LESSOR NAME AND SIGNATURE	_____	
	Signature	Date _____

LESSOR:  GOVERNMENT: \_\_\_\_\_



# G.S.A. - U.S. Bankruptcy Court

3420 12th Street, Riverside, CA 92501



## Legend

- County Centerline Names
- Blueline Streams



**\*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.

0 202 404 Feet

REPORT PRINTED ON... 1/22/2024 4:51:19 PM

© Riverside County GIS

## Notes

District 1  
Parcel outlined in black  
Blue dot indicates location  
APN 215-321-021