

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



ITEM: 3.19
(ID # 24563)

MEETING DATE:
Tuesday, April 30, 2024

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT, REAL ESTATE DIVISION (FM-RE): Approval of the First Amendment to Lease with GPT Riverside CA, LLC - Department of Child Support Services, Riverside, Tenant Improvements, California Environmental Quality Act Exempt pursuant to State CEQA Guidelines Sections 15301(b)(3); District 1. [Total Cost: \$154,246 - DCSS 100% General Fund 10000 (Federal 66%; State 34%)] (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 First Amendment to Lease between the County of Riverside, a political subdivision of the State of California, and GPT Riverside CA, LLC, a Delaware limited liability 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 and the State Clearinghouse within five (5) working days of approval by the Board.

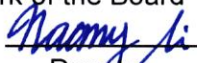
ACTION:Policy


Rose Salgado, Director of Facilities Management 4/17/2024

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 30, 2024
xc: FM-RE, Recorder/State Clearinghouse

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$154,246	\$0	\$154,246	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Federal 66%; State 34%			Budget Adjustment:	No
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: [Approve]

BACKGROUND:

Summary

The County of Riverside has occupied 2001, 2041, and 2081 Iowa Avenue, Riverside since 1989 for use by the Department of Child Support Services (DCSS). The current lease includes three (3) buildings for DCSS use and expires in 2031.

DCSS has a need to provide additional building security upgrades to 2081 Iowa Avenue due to occurrences of vandalism, including burglary. Options were analyzed and reviewed for the most effective measures of enhanced building security. This First Amendment to Lease (Amendment) being recommended for approval, provides for the Lessor to contract for the manufacture and installation of motorized security shutters on the interior and exterior of a portion of the 2081 building. County will reimburse Lessor upon completion of a total cost not to exceed \$147,097.28.

Pursuant to the California Environmental Quality Act (CEQA), the Amendment was reviewed and determined to be categorically exempt from State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption. The proposed project, the First Amendment, is the letting of property involving existing facilities.

The Lease is summarized below:

Location: 2001, 2041, 2081 Iowa Avenue
Riverside, CA

Lessor: GPT Riverside CA, LLC
10100 Santa Monica Blvd., Suite 2600
Los Angeles, CA 90067

Size: 117,970 square feet

Term: Lease expires June 22, 2031

Tenant

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

Improvements: Not to exceed \$147,097.28. To be paid by Lessor and reimbursed by County upon completion.

This lease has been approved as to form by County Counsel.

Impact on Residents and Businesses

The facility continues to provide valuable services to residents of Riverside County.

Additional Fiscal Information

See attached Exhibit A.

DCSS will budget this cost in FY23/24 and will reimburse Facilities Management – Real Estate (FM-RE) for the total associated cost.

Contract History and Price Reasonableness

The current lease has been in place since 2019.

Attachments:

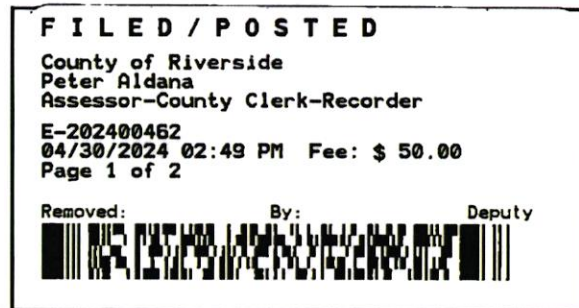
- First Amendment to Lease
- Exhibit A
- Notice of Exemption
- Aerial Map

HR:il/03182024/RV076/40.049


Veronica Santillan, Principal Management Analyst 4/23/2024


Aaron Gettis, Chief of Deputy County Counsel 4/18/2024

County of Riverside
Facilities Management
3450 14th Street, Riverside, CA



NOTICE OF EXEMPTION

March 22, 2024

Project Name: Department of Child Support Services (DCSS) First Amendment to Lease Agreement with GPT Riverside CA, LLC, Riverside

Project Number: FM042611007600

Project Location: 2001, 2041, 2081 Iowa Avenue, north of Spruce Street, Riverside, California 92507; Assessor's Parcel Numbers (APNs) 249-110-057, 249-110-056, 249-110-055

Description of Project: The County of Riverside has been under lease at 2001, 2041, and 2081 Iowa Avenue, Riverside beginning originally in 1989 for use by DCSS. The current lease includes three buildings for DCSS use totaling 117,970 square feet of office space and expires in 2031.

DCSS has a need to provide additional building security to 2081 Iowa Avenue due to several instances of vandalism, including burglary. Options were analyzed, reviewed, and selected for the most effective measure of enhanced security. The First Amendment to Lease being presented for approval provides for the Lessor to contract for the manufacture and installation of motorized security shutters on the interior and exterior of portions of the 2081 building. The First Amendment to the Lease Agreement with GPT Riverside CA, LLC is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would not result in an increase in capacity or physical expansion. No significant physical changes would occur as a result of the Lease Agreement.

Name of Public Agency Approving Project: Riverside County

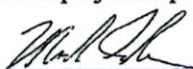
Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

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 First Amendment to the Lease Agreement.

- **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 First Amendment to the Lease Agreement is a contractual action to permit the provision of minor tenant improvements consisting of motorized security shutters on the interior and exterior of portions of existing building at 2081 Iowa Avenue. The improvements would be limited to the existing building and consistent with the existing land use, and no substantial increase in capacity would be created by the project. Therefore, the project is exempt as it meets the scope and intent of the Categorical 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 First Amendment to the Lease Agreement 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: 3-22-2024
Mike Sullivan
County of Riverside, Facilities Management

1 **FIRST AMENDMENT TO LEASE**

2 2001, 2041, and 2081 Iowa Avenue, Riverside

3
4 This **FIRST AMENDMENT TO LEASE** ("First Amendment") dated as of
5 April 30, 2024, is entered into by and between the **COUNTY OF**
6 **RIVERSIDE**, a political subdivision of the State of California ("County"), as Lessee,
7 and **GPT RIVERSIDE CA, LLC**, a Delaware limited liability company ("Lessor"), and
8 sometimes collectively referred to as the "Parties".

9 **RECITALS**

10 **A.** Lessor, and County, entered into that certain Lease dated July 23, 2019,
11 ("Original Lease") pursuant to which Lessor has agreed to lease to County, and
12 County has agreed to lease from Lessor the Premises located at 2001, 2041, and
13 2081 Iowa Avenue, Riverside, California, as more particularly described in the
14 Original Lease.

15 **B.** The Original Lease, together with this First Amendment, is collectively
16 referred to as the "Lease".

17 **C.** County and Lessor desire to further amend the Lease by completing
18 certain tenant improvements as more particularly described in this First Amendment.

19 **NOW, THEREFORE**, for good and valuable consideration the receipt and
20 adequacy of which is hereby acknowledged, the parties agree as follows:

21 **1. Alterations and Additions.** Section 11 shall be amended by adding
22 subsection 11.1.9 as follows:

23 **11.1 Improvements by Lessor.**

24 **11.1.9** Lessor at its expense, and subject to reimbursement from
25 County in accordance with subsection 11.1.7 of the Original Lease, shall construct and
26 install those certain leasehold improvements defined per Exhibit "F" of the Original
27 Lease and Exhibit "I" attached hereto commencing promptly upon Riverside County
28 Board of Supervisor's approval. Work to be done during business hours Monday-
Friday unless otherwise agreed by the Parties. County shall be responsible for all

APR 30 2024

3.19

1 future maintenance and repair costs related to the improvements included in this First
2 Amendment to Lease in accordance with Section 10 of the Original Lease.

3 Leasehold improvement costs per the attached Exhibit "I" shall not
4 exceed \$133,724.80 plus a \$13,372.48 County contingency for County requested
5 Change Orders for a total project cost of \$147,097.28. County to reimburse Lessor in
6 multiple payments as work is completed with receipt of associated invoicing and
7 approvals by County in accordance with subsection 11.1.7 of the Original Lease. Final
8 payment will be issued by County upon substantial completion.

9 **2. Notice.** Section 20.18 of Lease to be amended as follows:

10 **County's Notification Address:**

11 County of Riverside
12 3450 14th Street, Suite 200
13 Riverside, CA 92501
14 Attn: Deputy Director of Real Estate
15 Telephone: (951) 955-4820
16 Additional Inquiries: FM-Leasing@Rivco.org

17 **Lessor's Notification Address:**

18 GPT Riverside CA, LLC
19 11301 W. Olympic Blvd. Ste. #121-601
20 Los Angeles, CA 90064 Email: Dgoldstone@saban.com
21 (provided that any notices given to Lessor must simultaneously be sent
22 to notices-re@saban.com)

23 **3. First Amendment to Prevail.** Unless defined herein or the context
24 requires otherwise, all capitalized terms herein shall have the meaning defined in the
25 Lease, as heretofore amended. The provisions of this First Amendment shall prevail
26 over any inconsistency or conflicting provisions of the Lease, as heretofore amended,
27 and shall supplement the remaining provisions thereof.

28 **4. Miscellaneous.** Except as amended or modified herein, all terms of the
Lease shall remain in full force and effect and shall apply with the same force and
effect. If any provisions of this Amendment or the Lease shall be determined to be
illegal or unenforceable, such determination shall not affect any other provision of the
Lease and all such other provisions shall remain in full force and effect. The language

1 in all parts of the Lease shall be construed according to its normal and usual meaning
2 and not strictly for or against either Lessor or Lessee. Neither this Amendment, nor
3 the Lease, nor any notice nor memorandum regarding the terms hereof, shall be
4 recorded by the County.

5 **5. Effective Date.** This First Amendment to Lease shall not be binding or
6 consummated until its approval by the County's Board of Supervisors and fully
7 executed by the Parties.

8 **IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the
9 date first written above.

10 Dated: 4/30/2024

11 LESSEE:
12 COUNTY OF RIVERSIDE

LESSOR:
GPT Riverside CA, LLC, a Delaware
limited liability company

13 By: 
14 Chuck Washington, Chair
15 Board of Supervisors

By: 
Adam Chesnoff, Authorized Signatory

16
17 ATTEST:
18 Kimberly A. Rector
19 Clerk of the Board

20 By: 
Deputy

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

24 By: 
25 Ryan Yabko
26 Deputy County Counsel

27
28 HR:II/04102024/RV076/40.049



26001 Redlands Blvd.
#2A709 in Redlands, CA
92373

DATE: March 4, 2024
2023013007

To: **County of Riverside
Facilities Management- Real Estate Division
3450 14th Street, Suite 200
Riverside, CA 92501.**

Project Location: Child Support Services- 2001, 2041, 2081 Iowa Ave., Riverside, CA 92507
Project Details: Security shutter installation by general contractor around room #113 in the 2081 building. Work will be completed during business hours Mon-Fri.

SCOPE, CLARIFICATIONS AND EXCLUSIONS

1. Price excludes approvals and permits. If required, this shall be at an additional cost.
2. Tenant shall provide security escort/access for personnel (only if required).
3. Work shall be completed during normal working hours unless otherwise stated in provided vendor proposals.
4. Proposal excludes relocation of any tenant furniture, fixtures, equipment, or personal property.
5. Tenant's approval and Notice to Proceed is required before the commencement of work.
6. Change orders must be approved in writing by the Tenant.
7. Price excludes preventative maintenance, repair, replacement, and unforeseen conditions.
8. Includes clean up and disposal of debris from project.
9. Tenant improvement project cost itemization attached to this proposal.
10. Proposal vendor costs may change due to market changes, unforeseen conditions, and approval delays.

Project Subtotal		\$121,568.00
Administration Overhead Fee	10% \$	12,156.80
PROJECT TOTAL		\$133,724.80

**GPT Riverside CA, LLC
2550 West Tyvola Rd
Suite 300, Charlotte,
NC 28217**



MARQUIS CONSTRUCTION, INC.

...Dedicated to Quality, Service, and Innovation

PROPOSAL LETTER

Colliers
 Naomi Muha
 26001 Redlands Blvd.
 Redlands, CA 92373

Re: Security Shutters
 2081 Iowa Ave
 Riverside, CA 92507

Dear Naomi,

We are pleased to submit the following proposal for Security Shutters at the above-mentioned address.

Project Cost

Line Item	Cost
Building Cost	\$ 103,589.00
General Conditions and Supervision	\$ 5,994.00
Insurance Liability	\$ 933.00
General Contractors OHP	\$ 11,052.00
SUBTOTAL	\$ 121,568.00
TOTAL	\$ 121,568.00

Line Item Breakdown

CSI	Line Item	Total
08300	Specialty Doors	\$ 82,660.00
09500	T-Bar Ceilings and Grid	\$ 3,224.00
16000	Electrical	\$ 17,705.00
	Total Building Cost	\$ 103,589.00



MARQUIS CONSTRUCTION, INC.

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Scope of Work

Specialty Doors:

Inside Room Fins

1. Furnish and install (1) 10" x 87" Fin Style Window Guard
2. Furnish and install (1) 20" x 50" Fin Style Window Guard
3. Furnish and install (1) 43" x 50" Fin Style Window Guard

Outside Room Fins

1. Furnish and install (1) 24" x 72" Fin Style Window Guard

Inside Room Counter Shutters

1. Furnish and install (1) 5' x 5'10" Counter Shutter Door
2. Furnish and install (1) 6'11" x 5'10" Counter Shutter Door
3. Furnish and install (1) 6'6" x 5'10" Counter Shutter Door
4. Furnish and install (1) 6'4" x 5'10" Counter Shutter Door

Outside Room Counter Shutters

1. Furnish and install (1) 4' x 8'11" Counter Shutter Door
2. Furnish and install (1) 10'8" x 8'11" Counter Shutter Door w/ Remote (Keyed 3-button station for activation)
3. Furnish and install (1) 6'5" x 8'11" Counter Shutter Door

All Counter shutters include: hood, bottom bar w/safety edge, guides, steel for mounting, tube motor operator, adjust, balance & check for proper operation.

Inside room counter shutters to be 22 Ga solid steel slat curtain

Outside room counter shutter to be 22Ga perforated steel slat curtain

T-Bar Ceilings and Grid:

1. Create a 5" opening in the ceiling grid and tiles to allow the shutter doors on the exterior of the room to drop from above the ceiling.

Electrical:

1. Run (3) new homeruns from motor shades to electrical room in EMT conduit.
2. Provide and install (3) new 20A circuit breakers in existing electrical panel to power (7) motor shades.
3. Install control wire from (7) motor shades to (1) control key at the entry.

Qualifications

1. Assumes maximum of (1) phase mobilization - unless noted otherwise.
2. Assumes uninterrupted full access to the work area.
3. Includes labor, material, and equipment to complete scope of work as mentioned above.
4. Includes janitorial cleaning post construction.
5. Assumes client will provide a location for construction materials and trash bin within 100 feet of work area.
6. Assumes use of client/building utilities and sanitary facilities.
7. Assumes client will remove and relocate furniture, storage cabinets, personal items, files, electronics, equipment, wall art, signage, shelving/racks, and provide the work area(s) free and clear of obstructions that impede the completion of the above scope of work prior to our mobilization - unless noted otherwise.
8. Work to be performed during normal daytime hours 7:00 AM to 3:30 PM typical; 8 hour labor day at prevailing wage rates.
9. Due to market fluctuation on materials, confirmation of material pricing will be required if executed contract is received after 30 days from the date of this proposal.
10. This proposal to be incorporated into construction agreement.
11. Proposed project to be design build with approved design and layout by client.



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Exclusions

1. Permits.
2. Drawings.
3. Off hours, overtime, weekend, evening hours, holidays.
4. Delivery and transport of client supplied materials.
5. Hazardous material inspection, survey, abatement, or remediation.
6. Restitution for damages to removed, relocated, or stored items.
7. Removal/relocation of furniture, electronics, equipment, obstructions of any kind.
8. Removal or disposal of client/tenant products, materials, or waste - unless noted otherwise.
9. ADA survey and compliance work for the site or building.
10. Building structural, retrofit, upgrades, improvements.
11. Window treatments, coverings, tint, scratch guard - unless noted otherwise.
12. Special inspections, deputy inspections/testing, or other third party survey.
13. Title 24 compliance work, calculations or commissioning - unless noted otherwise.
14. Utility upgrade.
15. City or Utility company fees.
16. Performance/bid bonds.
17. Builder's risk.
18. Expediting fees or liquidated damages.
19. Additional containment, janitorial, or allowances for Covid-19 compliance - except as noted.
20. Any exclusions listed within scope of work items above are included within this exclusions list.
21. All not mentioned.

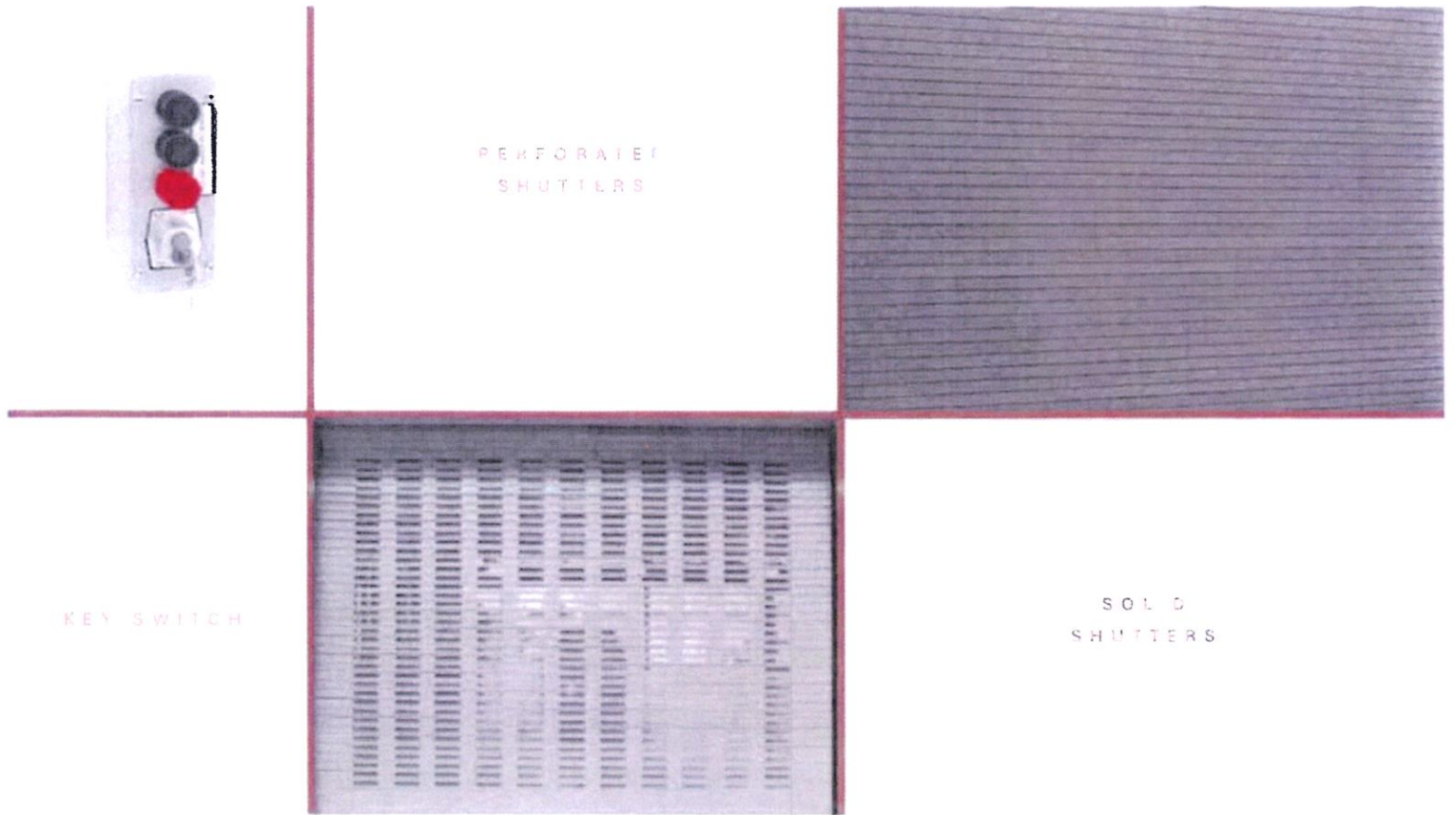


Exhibit A

FY2023/24
Department of Child Support Services
2001, 2041, and 2081 Iowa Avenue, Riverside

ESTIMATED AMOUNTS

Tenant Improvement Cost	\$	147,097.28	
Total Tenant Improvement Cost (June)			\$ 147,097.28
Total Estimated Lease Cost for FY2023/24			<u>\$147,097.28</u>

Estimated Additional Costs:

FM Lease Management Fee as of 7/1/2023	4.86%		\$7,148.93
TOTAL ESTIMATED COST FOR FY2023/24			\$154,246.21
TOTAL COUNTY COST	0.00%		\$0.00

Department of Child Support Services

2001, 2041 and 2081 Iowa Ave., Riverside



Legend

- County Boundary
- City Boundaries



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.

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Notes

APN's 249-110-055, 249-110-056,
249-110-057

District 1
Location indicated by blue dot