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



ITEM: 3.10 (ID # 27181) MEETING DATE: Tuesday, April 01, 2025

#### 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:

- 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;
- 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 and the State Clearinghouse for posting within five (5) working days of approval by the Board.

ACTION:Policy

zaquirre 3/7/2025

#### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Medina, Spiegel, and Perez
Nays:	None
Absent:	Washington and Gutierrez
Date:	April 1, 2025
xc:	FM, State Clearinghouse, Recorder

Kimberly A. Rector Clerk of the Board 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	\$0	\$0	\$0	\$ 0
NET COUNTY COST	\$0	\$0	\$0	\$ 0
SOURCE OF FUNDS: Revenue Lease			Budget Adjus	tment: No
			For Fiscal Ye	ar: 24/25 - 26/27

C.E.O. RECOMMENDATION: [CEO use]

#### BACKGROUND:

On January 3, 2013, the County of Riverside (County) entered into a Lease Agreement (Lease) with the United States House of Representatives for use of office space at the County-owned Riverside Centre, located at 3403 10th Street, Suite 610, Riverside. This existing Lease by the County (as Landlord) is for use by Congressional Representative Mark A. Takano as a district office. Most recently, a lease extension was requested by the United States House of Representatives and this District Office Lease Amendment (Amendment) represents a two-year extension commencing on January 3, 2025, and terminating on January 2, 2027.

A summary of the Amendment is as follows:

Lessor:	County of Riverside	
Lessee:	United States House of Rep	resentatives
Premises:	3403 10th Street, Suite 610 Riverside, California 92501	
Term:	Two (2) years commencing on January 2, 2027	January 3, 2025, and expiring
Size:	1,980 square feet	
Rent:	Current \$2.83 per sq. ft. \$5,608.35 per month \$67,300.20 per year	New \$2.93 per sq. ft. \$5,794.15 per month \$69,529.80 per year
Rental Adjustment:	N/A	
Parking:	Nine (9) parking spaces at \$	585.00 per month
Utilities:	Provided by County, tenant	pays for telephone and data

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

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 remain dedicated to serving the community by providing access to 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

FM047611054300/RV543

Iaron Hetti 3/11/2025



#### Peter Aldana Riverside County Assessor-County Clerk-Recorder 2724 Gateway Drive Riverside, CA 92507

(951) 486-7000 www.rivcoacr.org

#### Receipt: 25-96189

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	\$50.00
F&G Notice of Exer	# Pages Document # Filing Type State Fee Prev Charged No Charge Clerk Fee	2 E-202500270 7 false false \$50.00
Total		\$50.00
Tender (On Acc Account# Account Name Balance	COUNT) CEQARIVCOFM CEQARIVCOFM - RIVERSIDE COUNTY FACILITIES MANAGEMENT \$6,985.75	\$50.00
Comment	SST3502S300	

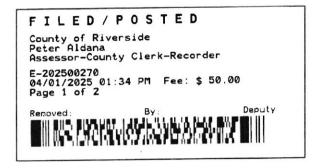
CALIFORNIA	1
Wit Dates	
VV	

State of California - Department of Fish and Wildlife 2025 ENVIRONMENTAL DOCUMENT FILING FEE CASH RECEIPT DFW 753.5a (REV. 01/01/25) Previously DFG 753.5a

		RECEIPT	UMBER:	
		25-961	89	
		STATE CLE	ARINGHOUS	E NUMBER (If applicable)
SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEAR	LY.			
LEAD AGENCY	LEADAGENCY EMAIL		DATE	
RIVERSIDE COUNTY FACILITIES MGMT	MSULLIVAN@RIVCO.OR	3	04/	01/2025
COUNTY/STATE AGENCY OF FILING			DOCUME	ENT NUMBER
RIVERSIDE			E-2025	500270
PROJECT TITLE				
APPROVAL OF LEASE AMENDMENT WITH U. S. RIVERSIDE CENTRE	HOUSE OF REPRESEN	TATIVES A	T THE	
PROJECT APPLICANT NAME	PROJECT APPLICANT	EMAIL	PHONE I	NUMBER
RIVERSIDE COUNTY FACILITIES MGMT	MSULLIVAN@RIVCO.OI	RG	(9	951) 955-4820
PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP COD	
3450 14TH STREET,	RIVERSIDE	CA	92501	
PROJECT APPLICANT (Check appropriate box)			ł	
X Local Public Agency School District	Other Special District	🗌 Sta	te Agency	Private Entity
CHECK APPLICABLE FEES:	due directly to CDFW	\$4,123.50 \$2,968.75 \$1,401.75	\$	
Fee previously paid (attach previously issued cash receip	t copy)			
<ul> <li>Water Right Application or Petition Fee (State Water Reso</li> <li>County documentary handling fee</li> <li>Other</li> </ul>	ources Control Board only)	\$850.00	\$ \$ \$	\$50.00
PAYMENT METHOD:				
🗌 Cash 🔲 Credit 🔲 Check 🛛 Other	TOTAL	RECEIVED	\$	\$50.00
SIGNATURE _	AGENCY OF FILING PRINTED	AME AND TIT	LE	
X I syeda	Deputy Isabel Tejeda	l .		

COPY - CDFW/ASB

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



#### NOTICE OF EXEMPTION

February 19, 2025

Project Name: Approval of Lease Amendment with U. S. House of Representatives at the Riverside Centre,

Project Number: FM047611054300

**Project Location:** 3401 10<sup>th</sup> 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 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 Lease Amendment (Amendment) represents a two-year extension commencing on January 3, 2025, and terminating on January 2, 2027. The Lease Amendment with U. S. House of Representatives 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 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 the Lease Amendment.

- 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 extend services at an existing facility for an additional two year. 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, which will result in the continued use of office space at the Riverside Centre, 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:	All Classica and a second s	Date:	2-19-2025	
	Mike Sullivan County of Riverside, Facilities Management			

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04/01/2025 Item 3.10

# **Document Root (Read-Only)**

Selected Document

#### 2025040116 - NOE - Approval and Consent to Purchase and Sale Agreement of Aviation Hangar 2B between Murrieta Executive Air Park MEA, LLC and MBM BUILDERS LLC, and Consent to Su

Riverside County Created - 4/2/2025 | Submitted - 4/2/2025 | Posted - 4/2/2025 | Received - 4/2/2025 | Published - 4/2/2025 Whitney N Mayo

#### **Document Details**

#### **Public Agency**

**Riverside County** 

#### **Document Type**

Notice of Exemption

#### **Document Status**

Published

#### Title

Approval and Consent to Purchase and Sale Agreement of Aviation Hangar 2B between Murrieta Executive Air Park MEA, LLC and MBM BUILDERS LLC, and Consent to Su

#### **Document Description**

The County of Riverside ("County"), as lessor, and Murrieta Executive Airpark MEA, LLC ("MEA"), as lessee, entered into that certain Lease (French Valley Airport) dated September 11, 2001, as amended by that certain First Amendment to Lease dated March 24, 2004, that certain Second Amendment to Lease dated June 27, 2006, that certain Third Amendment to Lease dated February 7, 2017 (collectively the "Lease"), relating to the lease of approximately 152,460 square feet of vacant land, located at the French Valley Airport. ("Leased Premises") attached hereto as Attachment C. Pursuant to Section 24 of the Lease, MEA cannot sublease any rights, duties, or obligations under the Lease without the written consent of the County. MEA desires to sublease a portion of the Leased Premises upon which an aircraft storage hangar has been constructed and is identified as Unit No. twelve (12) Hangar 2B ("Subleased Premises") to MBM BUILDERS LLC, ("MBM BUILDERS"), as more specifically set forth in the Sublease attached hereto as Attachment B ("Sublease"). If approved by the Board, the Sublease will be subject to the Lease. In connection with the Sublease, MBM BUILDERS (as Buyer) and MEA, (as Seller) entered into that certain Purchase and Sale Agreement dated December 18, 2024, relating to the sale of Unit No. twelve (12), Hangar 2B ("Purchase and Sale Agreement"), the effectiveness of which is subject to the consent and approval by the County. MBM BUILDERS will not change the

existing

#### Document Root (Read-Only)

use of the Subleased Premises. The Purchase and Sale Agreement and the Sublease will not impact

the terms of the Lease.

The consent to Purchase and Sale Agreement and consent to Sublease have been identified as a

proposed project under the California Environmental Quality Act (CEQA) because a discretionary

FOR COUNTY CLERK USE ONLY

action by the Riverside County Board of Supervisors is required for approval. The approval of the

consent to purchase and Sale Agreement and consent to Sublease will not change the existing use

of the Subleased premises, which will not result in any significant environmental impacts or include any mitigation measures.

Attachments (Upload Project Documents)

Item 3.20 NOE.pdf

#### Contacts

Riverside County TLMA - Aviation Division - Kimberly Loomis

4080 Lemon Street 14th Floor Riverside, CA 92501 Phone : (951) 955-6923 KLoomis@Rivco.org

#### Regions

Southern California

Counties Riverside Cities Murrieta

#### **Location Details**

#### **Other Location Info**

Unit No. twelve (12), Hangar 2B, 37170 Sky Canyon Drive, Murrieta, California.

#### **Notice of Exemption**

#### **Exempt Status**

Categorical Exemption

#### Type, Section Number or Code Number

15301

#### 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 is limited to assignment of an existing aircraft storage hangar and does not include a new development or improvements to the Leased Premises. Furthermore, this project would not result

in any physical direct or reasonably foreseeable indirect impacts to the environment. This Class 1 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 consent to a and the Assignment of the Sublease regarding Hangar 3A-Unit 1 within the French Valley Airport. The changes are limited to the change in ownership and responsibility for the terms of the Lease. The consent to Assignment and Bill of Sale will result in the same purpose and substantially similar capacity on the existing facilities at the airport and would be consistent with the existing land use and contractual requirements for the use of the site. 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.

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County Clerk(s)		
Riverside		
Signature		
Title		
Data		
Date		

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

The term for a District Office Lease Amendment for the 119th Congress may not commence prior to January 3, 2025.

A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, rather than December 31, 2026.

- The Member/Member-elect is required to personally sign lease documents.
- A District Office Lease Attachment ("Attachment") for the 119th Congress must accompany this Amendment.
- Prior to either party signing a District Office Lease Amendment, the Member/Member-elect must submit the proposed Amendment, accompanied by the District Office Lease Attachment for the 119th Congress ("Attachment"), to the Office of the Administrative Counsel ("Administrative Counsel") via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for review and approval.
- If approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation package.
- After both parties have executed an approved Lease Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance (VendorEFT@mail.house.gov; 202-226-2277).

Instructions for completing the District Office Lease Amendment ("Amendment"):

- 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, 2027. If the purpose of the Amendment is not to change the terminate date, insert "N/A" in the space provided.
- Section 3 Insert the amount of monthly rent 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.

Washington, D.C. 20515

# **District Office Lease Amendment**

(Page 1 of 2 - 119th 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, 2023 to January 2, 2025 for the lease of office space located at 3403 10th Street, Suite 610 \_\_\_\_\_\_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, 2027

   ("Amendment") may not provide for an extension of beyond January 2, 2027, which is the end of the constitutional term of the 119th Congress.
- 3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be <u>\$6,379.15</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 the 119th Congress. This District Office Lease Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 119th Congress and the District Office Lease Attachment for the 119th 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 Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

Washington, D.C. 20515

# **District Office Lease Amendment**

(Page 2 of 2 - 119th 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
Print Name of Lessor/Landlord

V. M.-Bv:

Lessor Signature

Name: V. MANUEL PERE2 CHAIR, BOARD OF SUPERVISORS

APR 0 1 2025

Date

Rep Takano

Print Name of Lessee

February 25, 2025

Date

ATTEST: **RECTOR**, Clerk KIMBERL

FORM APPROVED COUNTY COUNSE BY YABKO

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

APR 01 2025 3.10

# **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 119th Congress may not commence prior to January 3, 2025.

A Member/Member-elect should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 119th Congress, leases should end on January 2, 2027, not December 31, 2026.

- The Member/Member-elect is required to personally sign lease 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 approved, Administrative Counsel will advise the parties that they can execute the lease documents. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect. The Member/Member-elect will work with the lessor to incorporate all necessary edits to the lease documents. The parties must resubmit revised lease documents to Administrative Counsel until Administrative Counsel approves the lease documentation packet.
- After both parties have executed an approved Lease or the Amendment, accompanied by the Attachment, a copy must be submitted to Administrative Counsel via e-mail in PDF form (leases@mail.house.gov) or fax (202-226-0357) for final countersignature and processing.
- Lessor must complete a U.S. House of Representatives Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form to allow the House Office of Finance to initiate monthly rental payments pursuant to an approved lease. This form should be submitted along with the completed lease packet. Questions regarding the form should be directed to the Office of Finance (VendorEFT@mail.house.gov; 202-226-2277).
- 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 (leases@mail.house.gov).

Washington, D.C. 20515

# **District Office Lease Attachment**

(Page 1 of 5 – 119th 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.
- Telephone Service Available.
- Parking. Assigned Parking Spaces
  - 9 Unassigned Parking Spaces

General Off-Street Parking on an As-Available Basis

- <u>Utilities</u>. Includes: Water, Electricity
- I Janitorial Services. Frequency: Daily
- Trash Removal. Frequency: Daily
- □ Carpet Cleaning. 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

Washington, D.C. 20515

# **District Office Lease Attachment**

(Page 2 of 5 - 119th 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

Washington, D.C. 20515

# **District Office Lease Attachment**

(Page 3 of 5 - 119th 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 119th 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 FCLeasePayments@mail.house.gov, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
- 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 FCLeasePayments@mail.house.gov, and with Administrative Counsel by e-mail at leases@mail.house.gov.
- 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

Washington, D.C. 20515

## **District Office Lease Attachment**

(Page 4 of 5 – 119th Congress)

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.

Washington, D.C. 20515

# **District Office Lease Attachment**

(Page 5 of 5 - 119th Congress)

- **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.

V. MANUEL PEREZ	Rep Takano
Print Name of Lessor/Landlord	Print Name of Lessee
By: <u><i>M.M.J.</i></u> <i>Lessor Signature</i> TitleHAIR, BOARD OF SUPERVISO	Mark Jaloam Lessee Signature
Board of Supervisors	
APR 01 2025	February 25, 2025
Date	Date
ATTEST: Kimberly A. Rector Clerk of the Board By: Mutuy Deputy Deputy APPROVED AS TO FORM: Minh C. Tran County Counsel	
By: Ryan Yabko Deputy County Counsel	
From the Member's Office, who is the point of contact for ques	stions?
NamePhoneE	-mail@mail.house.gov
This District Office Lease Attachment and the attached Lea approved, pursuant to Regulations of the Committee on Ho	ase or Amendment have been reviewed and are use Administration.
Signed	Date
(Administrative Counsel)	

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

#### INSTRUCTIONS

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the email or fax number listed.

SECTION II       PAYEE/COMPANY INFORMATION         NAME AS SHOWN ON YOUR INCOME TAX RETURN       BUSINESS NAME/DISREGARDED ENTITY NAME OR DBA, IF DIFFERENT THAN I ON YOUR INCOME TAX RETURN         ADDRESS/CITY/STATE/ZIP       Enter the correct Tax Identification Number type SOCIAL SECURITY NUMBER (SSN)       EMPLOYER TAX ID NUMBER (EI         CONTACT PERSON NAME       PURCHASE ORDER ADDRESS/CITY/STATE/ZIP       EMPLOYER TAX ID NUMBER (EI         EMAIL       PO EMAIL       TELEPHONE NUMBER       FAX NUMBER         TELEPHONE NUMBER       FAX NUMBER       TELEPHONE NUMBER       FAX NUMBER         Individual/Sole Proprietor or C Corporation       Corporation       Partnership       Trust/Estate         Individual/Sole Proprietor or C Corporation       Corporation       Partnership       Trust/Estate         Individual/Sole Proprietor or C Corporation       Corporation       Partnership       Trust/Estate         Single Member LLC       Corporation       Scorporation       Partnership       Exemptions (codes apply only to ce entibes, not individuals):         Limited Liability Company. Check the tax classification:       C corporation       Scorporation       Partnership       Exemption from FATCA reporting co (if any)         Covernment Entity. Check the tax classification:       Federal       State       Local       Exemption from FATCA reporting co (if any) <th>RETURN FORM TO:</th> <th>vendorEFT@mail.house.gov</th> <th>FAX NUMBER:</th> <th>: (202) 225-6914</th>	RETURN FORM TO:	vendorEFT@mail.house.gov	FAX NUMBER:	: (202) 225-6914
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SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY	ECTION V			
NAME TITLE/POSITION				
SIGNATURE DATE TELE	INATURE	DATE	TELE	

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

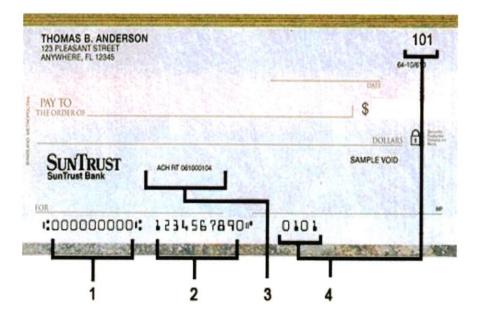
Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

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*.
- 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 <a href="http://www.sba.gov/">http://www.sba.gov/</a>.

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.

