

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 5/29/15  
 Departmental Counsel Office

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

392



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**

June 18, 2015

**SUBJECT:** Sixth Amendment to Lease - Department of Child Support Services – Seven Year Term Extension, Options to Relocate and to Expand, Tenant Improvements, District 1, CEQA Exempt, [\$24,306,331], 66% Federal, 34% State

**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 and 15061(b)(3);
2. Approve the attached Sixth Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five days of approval by the Board.

**BACKGROUND:**

Summary

(Commences on Page 2)

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: Susana Garcia-Bocanegra 6/18/15

*Robert Field*

Robert Field  
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 24,306,331	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** 66% Federal, 34% State

**Budget Adjustment:** No  
**For Fiscal Year:** 2014/15-23/24

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

APPROVE

BY: *Rohini Dasika*  
 Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

*Robert Tagami*  
 By: Randall Tagami, Interim Director

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.:

3.9 12/13/05

District: 1

Agenda Number:

3-25

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

Economic Development Agency

**FORM 11:** Sixth Amendment to Lease - Department of Child Support Services – Seven Year Term Extension, Options to Relocate and to Expand, Tenant Improvements, District 1, CEQA Exempt, [\$24,306,331], 66% Federal, 34% State

**DATE:** June 18, 2015

**PAGE:** 2 of 3

**BACKGROUND:**

**Summary**

On May 22, 2001, the County entered into a lease agreement on behalf of the Department of Child Support Services (DCSS) for the facility located at 2001, 2041 & 2081 Iowa Street, Riverside. This facility continues to meet the needs and requirements of DCSS and this Sixth Amendment to Lease represents a seven year extension of the current lease agreement commencing February 1, 2017. Effective June 30, 2015 DCSS will vacate 11,832 sq. ft. of the second floor of 2001 Iowa Street and relocate staff to the first floor of 2001 Iowa Street. DCSS shall have the option to vacate the remaining 11,410 sq. ft. on the second floor of the 2001 Iowa by providing Lessor with thirty days prior written notice. If DCSS elects to exercise this option, rent shall be reduced by the square footage vacated at the then current rental rate. Landlord at its sole cost and expense shall install additional exterior lighting as outlined on Exhibit O attached to the Lease. Lessor at its sole cost and expense shall complete alterations to be determined at a later date at a cost not to exceed \$15,000.00.

Pursuant to the California Environmental Quality Act (CEQA), the lease amendment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1 – Existing Facilities and Section 15061(b)(3). The proposed project, the lease amendment, is the letting of property involving minor alterations to existing facilities where no or negligible expansion of an existing use will occur.

**Location:** 2001, 2041, 2081 Iowa Avenue  
Riverside, California

**Lessor:** GPT Riverside California, LLC  
13625 California Street, Suite 310  
Omaha, Nebraska 68154

**Size:** 117,168 square feet, to be reduced by 11,852 square feet effective June 30, 2015, leaving a total of 105,316 square feet.

**Term:** Current term expires 1/31/17; lease will be extended seven years commencing 2/1/17, expiring 1/31/24

**Rent:**

Current Rate	Extension Rate Effective 2/1/17
\$2.09 per sq. ft.	\$2.07 per sq. ft.
\$244,653.17 per month	\$218,654.34 per month
\$2,935,838.04 per year	\$2,623,852.08 per year

**Annual Adjustment:** Two percent

**Option:** County shall have the option to vacate 11,410 s. ft. of the second floor of 2001 Iowa Avenue Building. Option shall be exercised by providing Landlord with thirty days prior written notice.

**Utilities:** Electricity and telephone paid by County

**Custodial:** Provided by Lessor

**Maintenance:** Provided by Lessor

(Continued)

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

Economic Development Agency

**FORM 11:** Sixth Amendment to Lease - Department of Child Support Services – Seven Year Term Extension, Options to Relocate and to Expand, Tenant Improvements, District 1, CEQA Exempt, [\$24,306,331], 66% Federal, 34% State

**DATE:** June 18, 2015

**PAGE:** 3 of 3

**BACKGROUND:**

**Summary** (Continued)

Improvements: Lessor at its sole cost and expense shall install additional exterior lighting throughout the facility. Lessor at its sole cost and expense shall complete alterations to be determined at a later date at a cost not to exceed \$15,000.00.

This Sixth Amendment to Lease has been approved as to form by County Counsel.

**Impact on Citizens and Businesses**

This facility provides a valuable service to residents of the County and this lease extension will insure that this assistance continues.

**Contract History and Price Reasonableness**

This is a Sixth Amendment to Lease; the lease rate is a competitive fair market rate for this facility.

Attachments:

Exhibits A, B & C

6<sup>th</sup> Amendment to Lease with Exhibits N & O

Notice of Exemption

# Exhibit A

FY 2014/15

Department of Child Social Services  
2001,2041, 2081 Iowa Avenue, Riverside

## ESTIMATED AMOUNTS

### Total Square Footage to be Leased:

Current Office:	117,168 SQFT	
Approximate Cost per SQFT (July - June) - 5th Ammendr \$	2.09	
Lease Cost per Month (July - June) - 5th Ammendment	\$	244,653.17
Total Lease Cost (July - June) - 5th Ammendment		<u>\$ 2,935,838.04</u>
<b>Total Estimated Lease Cost for FY 2014/15</b>		<b><u>\$ 2,935,838.04</u></b>

### Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month (July - June)		<u>\$</u>	<u>14,060.16</u>
Total Estimated Utility Cost		\$	168,721.92
RCIT		\$	-
Tenant Improvement			
EDA Lease Management Fee - 3.89%		\$	<u>114,204.10</u>
<b>TOTAL ESTIMATED COST FOR FY 2014/15</b>		<b>\$</b>	<b><u>3,218,764.06</u></b>
Amount Previously approved in 5th Amendment		\$	3,218,764.06
Amount of FY14/15 for 6th Amendment		<u>\$</u>	<u>-</u>

# Exhibit B

FY 2015/16

Department of Child Social Services  
2001,2041, 2081 Iowa Avenue, Riverside

## ESTIMATED AMOUNTS

### Total Square Footage to be Leased:

Current Office:	105,316	SQFT	
Approximate Cost per SQFT (July- Jan)	\$	2.09	
Approximate Cost per SQFT (Feb - June)	\$	2.15	
Lease Cost per Month (July- Jan)		\$	220,212.71
Lease Cost per Month (Feb - June)		\$	226,431.67
Total Lease Cost (July- Jan)			\$ 1,541,488.97
Total Lease Cost (Feb - June)			\$ 1,132,158.35
<b>Total Estimated Lease Cost for FY 2015/16</b>			<b>\$ 2,673,647.32</b>

### Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month (July - June)			<u>\$ 12,637.92</u>
Total Estimated Utility Cost			\$ 151,655.04
RCIT			\$ -
Tenant Improvement			
EDA Lease Management Fee - 4.12%			<u>\$ 110,154.27</u>
<b>TOTAL ESTIMATED COST FOR FY 2015/16</b>			<b><u>\$ 2,935,456.63</u></b>
Amount Previously approved in 5th Amendment			\$ 2,935,456.63
Amount of FY15/16 for 6th Amendment			<u>\$ -</u>

# Exhibit C

**FY 2016/17 to FY 2023/24**

**Department of Child Social Services  
2001,2041, 2081 Iowa Avenue, Riverside**

***ESTIMATED AMOUNTS***

**Total Square Footage to be Leased:**

Current Office: 105,316 SQFT

	FY 2016/17	FY 2017/18	Total FY 2018/19 to FY 2023/24
Approximate Cost per SQFT (July - Jan)	\$ 2.15	\$ 2.07	
Approximate Cost per SQFT (Feb - June)	\$ 2.07	\$ 2.11	
Lease Cost per Month (July - Jan)	\$ 226,431.67	\$ 218,645.34	\$ 1,406,825.98
Lease Cost per Month (Feb - June)	\$ 218,645.34	\$ 223,018.24	\$ 1,183,807.75
Total Lease Cost (July - Jan)	\$ 1,585,021.69	\$ 1,530,517.38	\$ 9,847,781.89
Total Lease Cost (Feb - June)	\$ 1,093,226.70	\$ 1,115,091.18	\$ 5,919,038.74
<b>Total Estimated Lease Cost for FY 2016/17 to FY 2023/24</b>	<b>\$ 2,678,248.39</b>	<b>\$ 2,645,608.56</b>	<b>\$ 15,766,820.63</b>

**Estimated Additional Costs:**

Utility Cost per Square Foot	\$ 0.12	\$ 0.12	\$ 0.12
Estimated Utility Costs per Month (July - June)	\$ 12,637.92	\$ 12,637.92	\$ 12,637.92
Estimated Utility Cost (July-Jan)	\$ 88,465.44	\$ 88,465.44	\$ 530,792.64
Estimated Utility Cost (Feb-June)	\$ 63,189.60	\$ 63,189.60	\$ 315,948.00
Total Estimated Utility Cost	\$ 151,655.04	\$ 151,655.04	\$ 846,740.64
EDA Lease Management Fee - 4.12% (July-Jan)	\$ 65,302.89	\$ 63,057.32	\$ 405,728.61
EDA Lease Management Fee - 4.12% (Feb - June)	\$ 45,040.94	\$ 45,941.76	\$ 243,864.40
Total EDA Lease Management Fee - 4.12%	\$ 110,343.83	\$ 108,999.07	\$ 649,593.01

<b>ESTIMATED COST FOR FY 2016/17</b>	<b>\$ 2,940,247.26</b>		
Amount Previously approved in 5th Amendment	\$ 1,738,790.02		
<b>TOTAL ESTIMATED COST FOR FY 2016/17 to FY 2023/24</b>	<b>\$ 1,201,457.24</b>	<b>\$ 2,906,262.68</b>	<b>\$ 17,263,154.28</b>

F11: Cost - Total Cost \$ 24,306,330.82



1 partnership, whereby the Parties the rent and increased the square footage of office  
2 space to 117,168 square feet.

3 4. The Fourth Amendment to Lease dated October 28, 2003 by and  
4 between the County of Riverside and Hunter Park Office Plaza, a California limited  
5 partnership whereby the Parties amended among other things, the rent amount,  
6 extended the term period and to provide an option to extend provision.

7 5. The Fifth Amendment to Lease dated December 13, 2005 by and  
8 between the County of Riverside and Government Properties Trust, Inc., a Maryland  
9 corporation, as successor in interest to Hunter Park Office Plaza, a California limited  
10 partnership whereby the Parties extended the term period, and to acknowledge the  
11 new owner of the property and Lessor.

12 c. The original Lease together with amendments are collectively referred to  
13 herein this Sixth Amendment as the "Lease".

14 d. The Parties now desire to amend the Lease, among other things, to  
15 extend the term, amend the rent amount and to acknowledge the new Lessor entity,  
16 GPT Riverside California LLC.

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

19 1. LEASED PREMISES. Section 1.2 of the Lease is amended by adding  
20 the following:

21 County shall vacate 11,852 sq. ft. on the second floor of 2001 Iowa  
22 Street, Riverside, effective June 30, 2015 and relocate staff to the first floor. County  
23 shall retain the remaining 11,410 sq. ft. as outlined on Exhibit N attached hereto and by  
24 this reference incorporated herein. The County shall have the option to vacate the  
25 remaining 11,410 sq. ft. on the second floor of 2001 Iowa Street, Riverside, at any time  
26 during the lease term by providing Lessor with thirty (30) days advanced written notice.

27 2. TERM. Section 1.3 of the Lease is hereby amended by adding the  
28 following:



1 The term of this Lease shall be extended eighty four (84) months  
2 commencing on February 1, 2017 and shall expire on January 31, 2024 (extended  
3 term.)

4 3. RENT. Section 5.1 of the Lease shall be amended as follows:

5 Effective July 1, 2015 the rental rate shall be as follows:

6 Lease Period	Monthly Rent	Rate Per Sq. Ft.
7 7/1/15 – 1/31/16	\$220,112.71	\$2.09
8 2/1/16 – 1/31/17	\$226,431.67	\$2.15
9 2/1/17 – 1/31/18	\$218,645.34	\$2.07
10 2/1/18 – 1/31/19	\$223,018.24	\$2.11
11 2/1/19 – 1/31/20	\$227,478.60	\$2.15
12 2/1/20 – 1/31/21	\$232,028.17	\$2.20
13 2/1/21 – 1/31/22	\$236,668.73	\$2.24
14 2/1/22 – 1/31/23	\$241,402.10	\$2.29
15 2/1/23 – 1/31/24	\$246,230.14	\$2.33

16 If the County elects to exercise its option to vacate the remaining 11,410  
17 sq. ft. on the second floor pursuant to Section 1.2 in the lease, rent shall be reduced by  
18 the square footage vacated at the then current rate.

19 4. IMPROVEMENTS BY LESSOR. Section 9.1 of the Lease is hereby  
20 amended by adding new Subsection 9.1.4:

21 9.1.4 Lessor at its sole cost and expense shall install additional exterior  
22 lighting improvements as outlined on Exhibit O attached hereto and by this reference  
23 incorporated herein. Lessor at its sole cost and expense shall complete alterations to  
24 be determined at a later date at a cost not to exceed \$15,000.00.

25 5. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL SPACE. Section 3.5  
26 of the Lease is now replaced with the following:

27 County shall have the Right of First Offer (the "Right of First Offer") to  
28 lease any additional space within the Project as it becomes available to lease. This

1 includes the 11,852 square feet of space on the second floor of 2001 Iowa Street,  
2 Riverside. Lessor shall provide County with a written notice of intention to lease,  
3 including terms and conditions. County shall have ninety (90) days from receipt of  
4 written notice to exercise this option, after which the option will terminate.

5       6.     SIXTH AMENDMENT TO PREVAIL. The provisions of this Sixth  
6 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease.  
7 Any capitalized terms shall have the meaning defined in the Lease, unless defined  
8 herein or context requires otherwise.

9       7.     MISCELLANEOUS. Except as amended or modified herein, all terms of  
10 the Lease shall remain in full force and effect. If any provisions of this Amendment  
11 shall be determined to be illegal or unenforceable, such determination shall not affect  
12 any other provision of the Lease. Neither this Amendment nor the Lease shall be  
13 recorded by the County.

14       8.     EFFECTIVE DATE. This Sixth Amendment to Lease shall not be binding  
15 or consummated until its approval by the Riverside County Board of Supervisors and  
16 fully executed by the Parties.

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

3 LESSEE:  
4 COUNTY OF RIVERSIDE

LESSOR:  
5 GPT RIVERSIDE CALIFORNIA, LLC  
6 A Delaware limited liability company

7 By: \_\_\_\_\_  
8 Marion Ashley, Chairman  
9 Board of Supervisors

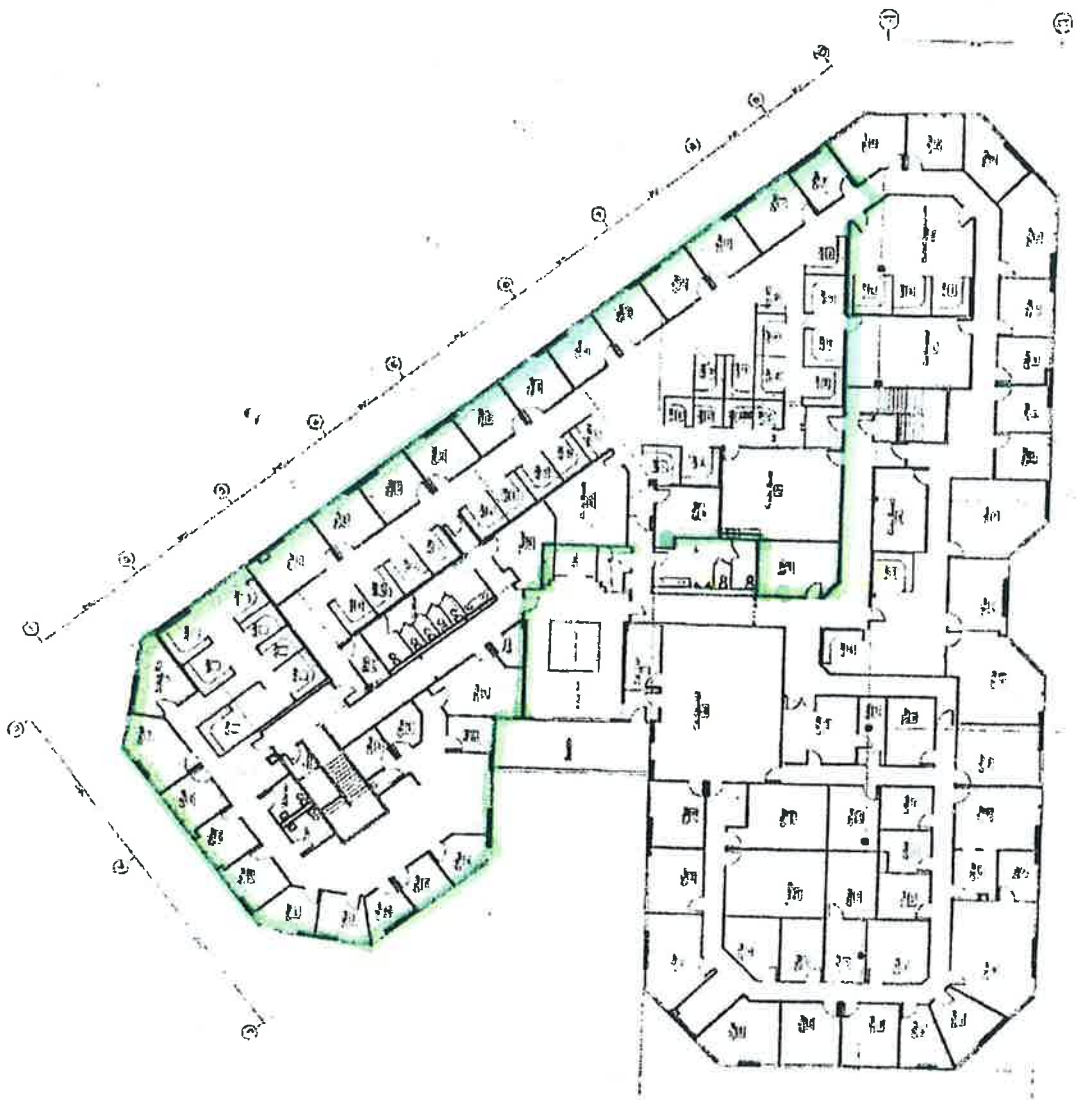
By:   
Philip Han, Authorized Signatory

11 ATTEST:  
12 Kecia Harper-Ihem  
13 Clerk of the Board

14 By: \_\_\_\_\_  
15 Deputy

18 APPROVED AS TO FORM:  
19 Gregory P. Priamos, County Counsel

20 By:   
21 SYNTHIA M. GUNZEL  
22 Deputy County Counsel



2001 Iowa Street, 2<sup>nd</sup> Floor  
Riverside, California

EXHIBIT N



Hunter Park Building Lighting  
2001,2041,2081 Iowa Ave, Riverside

To: Michael Guzman

COLLIERS INTERNATIONAL  
2855 GUASTI ROAD  
ONTARIO, CA 91761

January 29, 2015

**Page 1**

**We propose to furnish the following:**

**Building Site Scope of Work:**

- Remove (21) existing 400 watt high pressure sodium "shoe box" light fixture and replace with new LED 150 watt that a equivalent to a 500 watt HID fixture

**Building 2001 Scope of Work:**

- Install (2) LED "wall pack light fixtures" mounted on East building wall and controlled by photo cell
- Install (3) LED "wall pack light fixtures" mounted on South building wall and controlled by photo cell
- Install (1) LED "wall pack light fixtures" mounted on South West building wall and controlled by photo cell

**Building 2041 Scope of Work:**

- Install (2) LED "wall pack" light fixtures mounted on North building wall and controlled by photo cell
- Install (1) LED "wall pack" light fixtures mounted on East building wall and controlled by photo cell
- Install (2) LED "wall pack" light fixtures mounted on South West building wall and controlled by photo cell
- Remove and replace (2) 400 watt high pressure sodium "wall packs" to LED fixture

**Building 2081 Scope of Work:**

- Remove and replace (8) 400 watt high pressure sodium "wall packs" to LED fixture
- Trench and back fill approximately 700 feet ditch
- Saw-cut and patch asphalt across drive way 6"x7'
- Install (5) 2'x2'x6' concrete light bases, with rebar cage, anchor bolt, and concrete with 3/4" rock at 2500 PSI
- Install (1) 3/4" PVC conduit approximately 700 feet, from pole to pole and into building
- Install (1) 3/4" EMT conduit form building wall and through ceiling space into electric room
- Install (5) 4"x25' light pole with single LED "shoe box" light fixture
- Light to be controlled by existing time clock

Continue On Page 2

EXHIBIT O



**Page 2**

**This price includes the following:**

- ◆ Man Lift
- ◆ Trencher
- ◆ City Permits

**Total Price \$65,942.00**

**EXCLUSIONS:**

- Landscaping repairs do to trench and concrete bases (irrigation system, sod, trees, and shrubs), and repair to existing lighting (lamp, ballast, wire, and controls)
- Engineered Drawing

Thank You,

*Daniel Shoemaker*

Proposal valid for 30 days.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Alltech Electric Inc. 2111 Atlanta Ave #101 Riverside, CA 92507 License #C-10 603423**

**EXHIBIT O**



## NOTICE OF EXEMPTION

March 27, 2015

**Project Name:** County of Riverside, Sixth Amendment to Lease, Department of Child Support Services, Riverside

**Project Number:** FM042611007600

**Project Location:** 2001, 2041 & 2081 Iowa Street, Riverside, California;  
Assessor Parcel Numbers: 249-110-055, 249-110-056 and 249-110-057 (see attached exhibits)

**Description of Project:** County of Riverside (County), on behalf of the Department of Child Social Services (DCSS), proposes to amend and extend the term of the lease with GPT Riverside California, LLC, a Delaware corporation, as successor in interest to Government Properties Trust, Inc., a Maryland corporation, (Lessor) commencing on February 1, 2017 through January 31, 2024. The premise currently consists of an existing building located at 2001, 2041 & 2081 Iowa Street, Riverside, California, providing a valuable service to residents of the County. This seven year lease extension will insure that this assistance continues. The original lease, dated May 22, 2001, has been amended by that certain First Amendment to Lease dated May 14, 2002 by and between County and Hunter Park Office Plaza, a California limited partnership, the Second Amendment to Lease dated June 4, 2002 by and between County and Hunter Park Office Plaza, a California limited partnership, the Third Amendment to Lease dated August 27, 2002 by and between County and Hunter Park Office Plaza, a California limited partnership, the Fourth Amendment to Lease dated October 28, 2003 by and between the County and Hunter Park Office Plaza, a California limited partnership, and the Fifth Amendment to Lease dated December 13, 2005 by and between the County and Government Properties Trust, Inc., a Maryland corporation as successor in interest to Hunter Park Office Plaza, a California limited partnership (collectively the Lease). The parties now desire to amend the Lease to extend the term seven years, modifying the rent and minor tenant improvements. County shall have the option to vacate the second floor of the 2001 Iowa Avenue Building comprised of 23,262 square feet, staff will be relocated to the first floor by providing sixty-days notice; Landlord to provide an allowance not to exceed \$300,000.00 for rearrangements and alterations on the first floor if it is determined work is needed. Landlord at its sole cost and expense shall install additional exterior lighting throughout the facility. In the event that any future improvement are made, they would not involve any changes to land use, the existing building, or environment and any future tenant improvements would be limited to the interior of the structure. The existing structure is located in a developed portion of the City of Riverside, and any future interior improvements would have no impacts on biological or cultural resources. Further, the size and scale of such interior improvements would not result in traffic, noise, or air quality impacts during construction. The proposed project is the letting of property involving existing facilities; no expansion of an existing use will occur. The leased premises consist of approximately 117,168 square feet for the purpose of providing services for the Department of Child Social Services and shall not be used for any other purpose.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8914 • F: 951.955.6684

[www.rivcoeda.org](http://www.rivcoeda.org)

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Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

**Exempt Status:** State California Environmental Quality Act (CEQA) Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b)(3), General Rule or “Common Sense” Exemption.

**Reasons Why Project is Exempt:** The Project is 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 any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The option to extend the lease and minor tenant improvement alterations is not anticipated to result in any significant physical environmental impacts.

- Section 15301 – Class 1 Existing Facilities Exemption. This 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 the option to extend an existing lease with minor tenant improvements. Any current proposed or additional future improvement made would not involve any changes to land use, the existing building, or environment and any future tenant improvements would be limited to the interior of the structure. The option to extend the lease will not increase or expand the use of the site, and merely allows for the continued use of the site in a similar capacity; therefore, the Project meets the scope and intent of the Class 1 Exemption.
- 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 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 *Muzzy Ranch Co. v Solano County Airport Land Use Comm’n* (2007) 41 Cal.4th 372.

With certainty, there is no possibility that the Project may have a significant effect on the environment. The option to extend the lease will not have an effect on the environment. The use and operation of the facility will be substantially similar to the existing uses and will not create any new environmental impacts to the surrounding area. Additionally, any upgrades to the site would only entail interior tenant improvements which would not result in any direct or indirect physical environmental impacts. 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.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency 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:

3/27/15

John Alfred, Acting Senior Environmental Planner  
County of Riverside, Economic Development Agency



**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

Project Name: Sixth Amendment to Lease, Department of Child Support Services,  
Riverside

Accounting String: **Fund: 524830-47220-7200400000- FM042611007600**

DATE: March 27, 2015

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature: \_\_\_\_\_



PRESENTED BY: Trea Womack, Senior Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

RECEIPT # (S) \_\_\_\_\_



Date: March 27, 2015

To: Mary Ann Meyer, Office of the County Clerk

From: John Alfred, Acting Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM042611007600**  
Sixth Amendment to Lease, Department of Child Support Services, Riverside

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10<sup>th</sup> Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.**

Attachment

cc: file