

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



ITEM  
3.36  
(ID # 4791)

**MEETING DATE:**

Tuesday, August 29, 2017

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Fifth Amendment to Lease, Sheriff Cal ID Division, 5 Year Lease Extension, District 1, CEQA Exempt, [\$748,450], 100% Sheriff Cal ID Budget (Clerk to File Notice of Exemption)

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

1. Find that the project is exempt from the Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities, and Section 15061 (b) (3), the common sense exemption;
2. Ratify the Fifth Amendment to Lease and authorize the Chairman of the Board to execute the Fifth Amendment to Lease on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of the project.

**ACTION:** Policy

Robert Field, Assistant County Executive Officer/EDA 7/17/2017


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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Washington, Perez and Ashley  
Nays: None  
Absent: Tavaglione  
Date: August 29, 2017  
xc: EDA, Recorder

Kecia Harper-Ihem  
Clerk of the Board

By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 119,529	\$ 143,880	\$ 748,450	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Sheriff Cal ID Budget			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 16/17 – 21/22	

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

**BACKGROUND:**

**Summary**

On January 7, 2014, the Board of Supervisors approved Agenda Item 3-22 authorizing the Real Estate Division of the Economic Development Agency (EDA) to amend the Lease and to extend the term of the Lease for three additional years. This office space continues to meet the requirements and needs of the Sheriff Cal ID Division (Sheriff).

In an effort to assist the Sheriff to achieve their goals which include; improving the overall interior aesthetics of the office space, updating the electrical system, extending the lease and keeping within budget, EDA has negotiated a new five year lease with office improvements at Lessor's sole cost and expense.

Lessor shall complete the following improvements; new paint and carpet throughout the office space, updated electrical power components to support new electrical raceway power system to accommodate Sheriff's use of setups in training and conference rooms, a new counter top will be installed in women's restroom and flooring will be re-grouted and sealed. In addition, the break room will be remodeled to include a new counter top, plumbed sink and faucet and finished with updated lighting and electrical face plates. Cal ID is a 24 hour operation, therefore for added security new mesh window coverings will be installed at all exterior openings.

The annual Lease escalator has been reduced from three percent to two percent, providing additional savings for Sheriff's throughout the term of this Lease.

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

The Lease is summarized as follows:

Location: 1260 Palmyrita Avenue, Suites A-E, Riverside

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

Lessor: 1020 Iowa Avenue, Inc.  
C/O Essex Realty Management, Inc.  
2023 Chicago Avenue, Suite B-28  
Riverside, CA 92507

Size: Approximately 12,336 Square Feet

Rent:	Current	New
	\$ .68 Sq. Ft.	\$ .80 Sq. Ft.
	\$ 8,357.52 Per Month	\$ 9,868.80 Per Month
	\$100,290.24 Per Year	\$118,425.60 Per Year

Annual Escalator: Reduced to 2%

Term: Five years

Improvements: At Lessor's sole cost and expense. Improvements estimated at \$200,000.00, including labor and materials

Utilities: County pays electricity and telephone, Lessor pays for gas, water and trash

Maintenance: Lessor

Custodial: Lessor

RCIT: \$17,200.00

**Impact on Residents and Businesses**

This Sheriff's Cal ID facility will continue to serve the residents within the region.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

See Exhibits A, B & C

Sheriff's will budget these costs in FY 2016/17 and will reimburse EDA for all costs on a monthly basis.

**Contract History and Price Reasonableness**

The lease rate is deemed competitive based upon the current market conditions.

**Attachments:**


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

Exhibits A, B & C  
Lease  
Exhibit A Floor Plan  
Exhibit B Tenant Improvements  
Notice of Exemption  
Aerial Image

RF:JVW:VC:VY:CC:ra RV228 18.669 13514  
Minute Traq ID 4791

  
Mark Rigali 7/28/2017

  
Rahini Dasika, Principal Management Analyst 8/21/2017

  
Gregory J. Priapos, Director County Counsel 7/25/2017

# Exhibit A

FY 2016/17

Sheriff CAL ID Division

1260 Palmyrita Avenue, Suites A-E, Riverside

## **ESTIMATED AMOUNTS**

### **Total Square Footage to be Leased:**

Current Office:		12,336	SQFT	
Approximate Cost per SQFT (July - Sep)	\$	0.68		
Approximate Cost per SQFT (Oct - June)	\$	0.80		
Lease Cost per Month (July - Sep)		\$	8,357.52	
Lease Cost per Month (Oct - June)		\$	9,868.80	
Total Lease Cost (July - Sep)		\$	25,072.56	
Total Lease Cost (Oct - June)		\$	88,819.20	
<b>Total Estimated Lease Cost for FY 2016/17</b>			<b>\$</b>	<b>113,891.76</b>

### **Estimated Additional Costs:**

Utility Cost per Square Foot	\$	0.12		
Estimated Utility Costs per Month		\$	1,480.32	
Total Estimated Utility Cost			\$	13,322.88
RCIT			\$	17,200.00
EDA Lease Management Fee - 4.92%			\$	5,603.47
EDA Lease Management Fee - 3.89%		\$	975.32	
<b>TOTAL ESTIMATED COST FOR FY 2016/17</b>			<b>\$</b>	<b>150,018.11</b>
Previously Approved Cost for FY 2016/17				\$30,488.84
<b>Amount for FY 2016/17</b>			<b>\$</b>	<b>119,529.27</b>

# Exhibit B

FY 2017/18  
Sheriff CAL ID Division  
1260 Palmyrita Avenue, Suites A-E, Riverside

## **ESTIMATED AMOUNTS**

### **Total Square Footage to be Leased:**

Current Office:	12,336	SQFT	
Approximate Cost per SQFT (July - Sep)	\$	0.80	
Approximate Cost per SQFT (Oct - June)	\$	0.82	
Lease Cost per Month (July - Sep)		\$	9,868.80
Lease Cost per Month (Oct - June)		\$	10,066.18
Total Lease Cost (July - Sep)		\$	29,606.40
Total Lease Cost (Oct - June)		\$	90,595.58
<b>Total Estimated Lease Cost for FY 2017/18</b>		<b>\$</b>	<b>120,201.98</b>

### **Estimated Additional Costs:**

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month		\$	1,480.32
Total Estimated Utility Cost			\$ 17,763.84
EDA Lease Management Fee - 4.92%			\$ 5,913.94
<b>TOTAL ESTIMATED COST FOR FY 2017/18</b>		<b>\$</b>	<b>143,879.76</b>

# Exhibit C

**FY 2018/19 to FY 2021/22**  
**Sheriff CAL ID Division**  
**1260 Palmyrita Avenue, Suites A-E, Riverside**

**ESTIMATED AMOUNTS**

**Total Square Footage to be Leased:**

Current Office: 12,336 SQFT

	FY 2018/19	FY 2019/20	FY 2020/21 to FY 2021/22
Approximate Cost per SQFT (July - Sep)	\$ 0.82	\$ 0.83	
Approximate Cost per SQFT (Oct - June)	\$ 0.83	\$ 0.85	
Lease Cost per Month (July - Sep)	\$ 10,066.18	\$ 10,267.50	
Lease Cost per Month (Oct - June)	\$ 10,267.50	\$ 10,472.85	
Total Lease Cost (July - Sep)	\$ 30,198.53	\$ 30,802.50	\$ 63,465.47
Total Lease Cost (Oct - June)	\$ 92,407.50	\$ 94,255.65	\$ 96,140.76
<b>Total Estimated Lease Cost for FY 2018/19 to FY 2021/22</b>	<b>\$ 122,606.02</b>	<b>\$ 125,058.14</b>	<b>\$ 159,606.23</b>

**Estimated Additional Costs:**

Utility Cost per Square Foot	\$ 0.12	\$ 0.12	\$ 0.12
Estimated Utility Costs per Month	\$ 1,480.32	\$ 1,480.32	\$ 1,480.32
Total Estimated Utility Cost	\$ 17,763.84	\$ 17,763.84	\$ 22,204.80
EDA Lease Management Fee - 4.92%	\$ 6,032.22	\$ 6,152.86	\$ 7,852.63
<b>TOTAL ESTIMATED COST FOR FY 2018/19 to FY 2021/22</b>	<b>\$ 146,402.08</b>	<b>\$ 148,974.84</b>	<b>\$ 189,663.65</b>

F11: Cost - Total Cost \$ 748,449.61

1 **FIFTH AMENDMENT TO LEASE**  
2 **(COUNTY OF RIVERSIDE,**  
3 **SHERIFF CAL-ID DIVISION, 1260 PALMYRITA AVENUE**  
4 **SUITES A-E, RIVERSIDE)**

5  
6 **THIS FIFTH AMENDMENT TO LEASE** ("Fifth Amendment"), dated as of  
7 March 7, 2017, is entered into by and between **1020 IOWA AVENUE INC.**,  
8 a California Corporation, "Lessor" and **COUNTY OF RIVERSIDE**, a political subdivision  
9 of the State of California, "County."

10 **1. RECITALS**

11 a. Lessor and County have entered into that certain Lease dated September  
12 1, 1998, ("Original Lease") pursuant to which Lessor has agreed to lease to County  
13 and County has agreed to lease from Lessor that certain building located at 1260  
14 Palmyrita, Riverside, consisting of approximately 12,336 square feet (the "Building"), as  
15 more particularly described in the Lease (the "Original Premises".)

16 b. The Original Lease has been amended by;

17 i. That certain First Amendment to Lease dated October 24, 2001 by  
18 and between 1020 Iowa Avenue, Inc., a California Corporation, successors to Iowa  
19 Corporate Center, LTD and County (the "First Amendment".)

20 ii. That certain Second Amendment to Lease dated August 18, 2005  
21 by and between 1020 Iowa Avenue Inc., a California Corporation, and County (the  
22 "Second Amendment".)

23 iii. That certain Third Amendment to Lease dated October 19, 2010  
24 by and between 1020 Iowa Avenue Inc., a California Corporation, and County (the  
25 "Third Amendment".)

26 iv. That certain Fourth Amendment to Lease dated January 2, 2014  
27 by and between 1020 Iowa Avenue, Inc., a California Corporation, and County (the  
28 "Fourth Amendment".)

AUG 29 2017 3:36



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

3  
4 **2. Capitalized Terms: Fifth Amendment to Prevail.** Unless defined herein or  
5 the context requires otherwise, all capitalized terms herein shall have the meaning  
6 defined in the Lease, as heretofore amended. The provisions of this Fifth Amendment  
7 shall prevail over any inconsistency or conflicting provisions of the Lease, as amended,  
8 and shall supplement the remaining provisions thereof. The Lease remains in full force  
9 and effect except to the extent amended by this Fifth Amendment.

10 **3. Term.** Section 3 of the Lease is hereby amended as follows:  
11 The term of this lease shall be extended sixty (60) months commencing on October 1,  
12 2016 and shall expire on September 30, 2021.

13 **4. Rent.** Section 5 of the Lease is hereby amended as follows:  
14 County shall pay to Lessor the monthly sums as rent for the Leased premises during  
15 the term of this Lease as indicated below:

<u>Monthly Amount</u>	<u>Year</u>
\$9,868.80	10/01/16 to 9/30/2017
\$10,066.18	10/01/17 to 9/30/2018
\$10,267.50	10/01/18 to 9/30/2019
\$10,472.85	10/01/19 to 9/30/2020
\$10,682.31	10/01/20 to 9/30/2021

20 **5. Annual Escalator.** Section 5 (b) of the Lease is hereby amended as follows:  
21 The monthly rent shall be increased on each anniversary of this Fifth Amendment by  
22 an amount equal to two percent (2%) of such monthly rental.

23 **6. Tenant Improvements.** Parties agree that Lessor shall provide and pay for all  
24 tenant improvements. Tenant improvements are at Lessor's sole cost and expense, as  
25 shown on Exhibit "B" and "C" attached hereto and made part of this Fifth Amendment.  
26 In addition Lessor shall provide construction schedule timeline. Improvements shall be  
27 completed during normal working business hours and over the weekends.

1 Improvements performed in the File room shall be monitored by Sheriff's, or office staff  
2 at all times for security reasons.

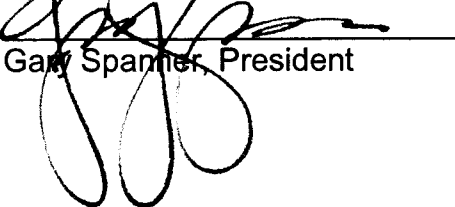
3 MISCELLANEOUS. Except as amended or modified herein, all terms of the  
4 Lease shall remain in full force and effect. If any provisions of this Amendment shall be  
5 determined to be illegal or unenforceable, such determination shall not affect any other  
6 provision of the Lease. Neither this Fifth Amendment nor the Lease shall be recorded  
7 by the Lessee.

8 EFFECTIVE DATE. This Fifth Amendment to Lease shall not be binding or  
9 consummated until its approval by the Riverside County Board of Supervisors and fully  
10 executed by the Parties. WITNESS WHEREOF, the parties have executed this Fifth  
11 Amendment to Lease as of the date first written above.

12 LESSEE:  
13 COUNTY OF RIVERSIDE

14  
15 By:   
16 Chairman, JOHN TAVAGLIONE  
Board of Supervisors


LESSOR:  
1020 IOWA AVENUE, INC., a  
California corporation

17  
18 By:   
19 Gary Spanner, President

20 ATTEST:  
21 Kecia Harper-Ihem  
22 Clerk of the Board

23 By:   
24 Deputy

25 APPROVED AS TO FORM:  
26 Gregory P. Priamos, County Counsel

27 By:   
28 R. Todd Frahm  
Deputy County Counsel

CC:ra/022217/RV228/18.653

EXHIBIT A

FLOOR PLAN OF PREMISES

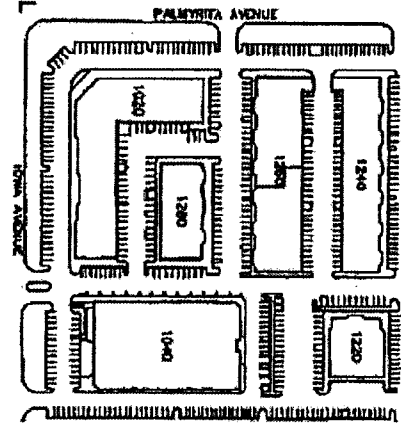
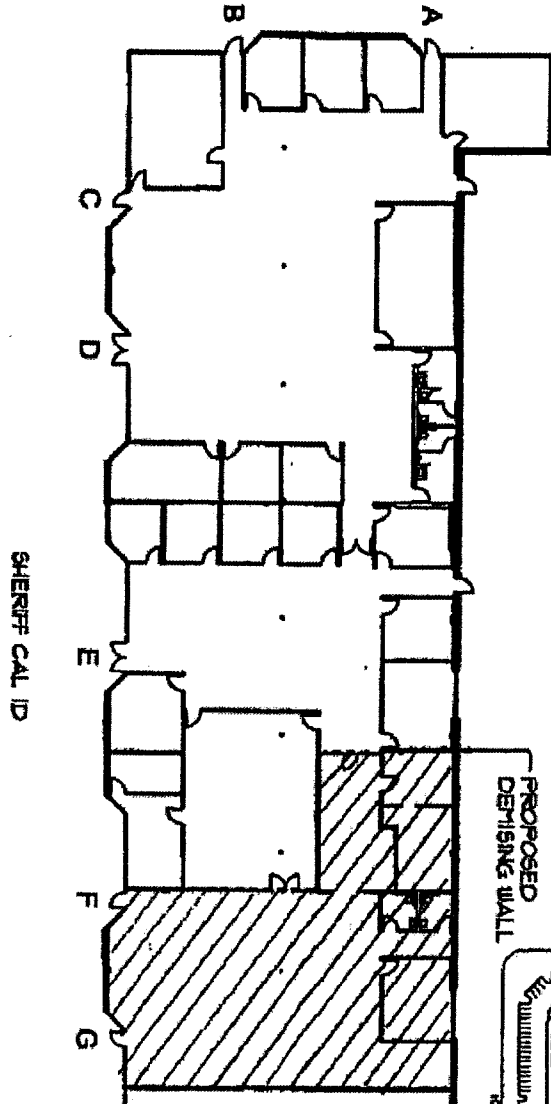


EXHIBIT "A"

AS-BUILTS  
SUITES A#E  
12,836 R.S.F.  
SCALE: 1/32"=1'-0"

IOWA CORPORATE CENTER  
1280 PALMYRA AVENUE, RIVERSIDE, CA 92507  
PREPARED BY:  
SCARBOROUGH DESIGN ASSOCIATES INC.  
REVISED: JUNE 21, 2010

EXHIBIT B  
The Tenant Improvements

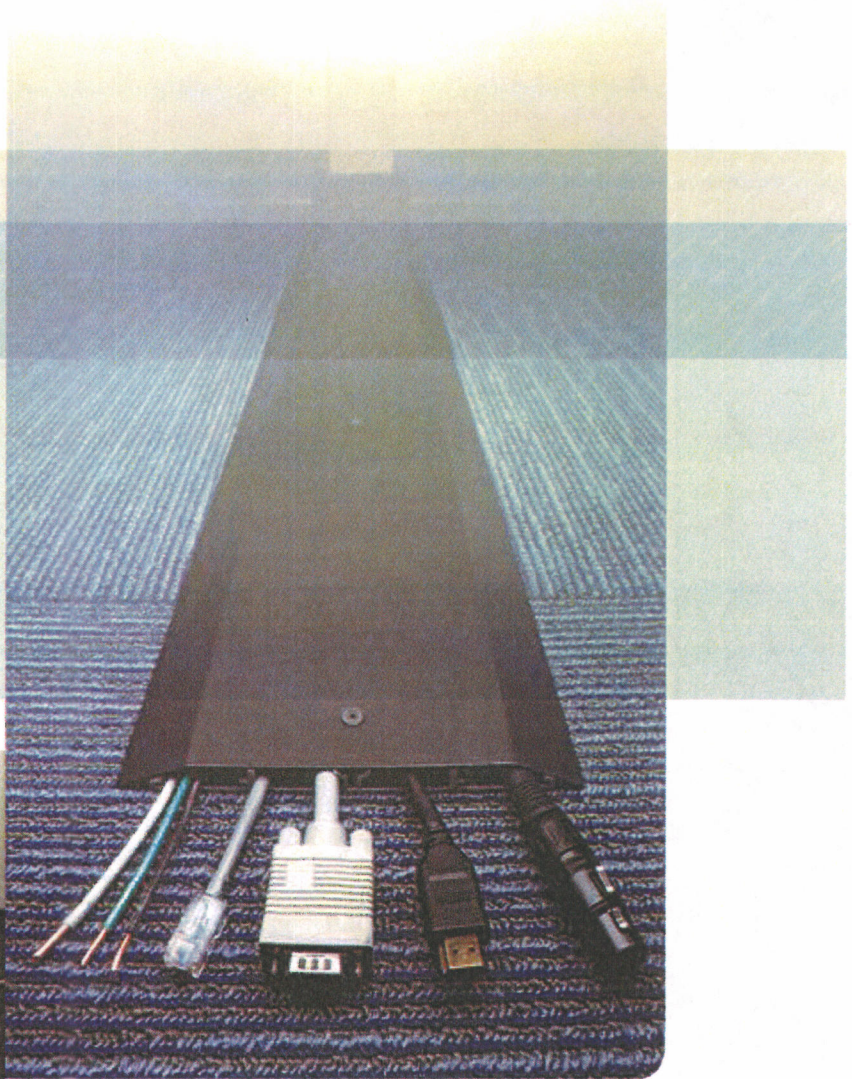
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4 This is a 24 hour office facility. Tenant Improvements shall be performed in phases  
5 during normal working business hours. Lessor to provide construction schedule.  
6 Construction schedule to be coordinated with EDA, County RCIT and Sheriff's.  
7 Improvements performed in File Storage Room shall be monitored by Sheriff's for  
8 security reasons.

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1. Paint: New paint throughout the premises in its entirety, including; reception, conference rooms, training rooms, restrooms, file/storage rooms (paint may be cut around heavier file cabinets), break room and private offices. Lessor shall provide paint color samples to Sheriff's for selection. Sheriff's Management to select colors.
  2. Carpet Tiles: Lessor's carpet tile vendor shall provide furniture lift to lift systems furniture and remove existing carpet and install new carpet tiles to avoid disconnection of systems furniture and disruption of business operations. Carpet tiles shall be of pile weight of 28 oz. Lessor to provide carpet color samples to Sheriff's for selection. Department shall remove all personal items from systems furniture include PC's and printers.
  3. Lessor shall purchase and install required Legrand Wiremold Overfloor raceways for conference and training rooms. Raceways shall provide power for communications and audio visual to rooms to avoid core drilling directly into concrete. Lessor shall provide electrical connectivity for raceways after installation has been completed. This process may be coordinated with County RCIT Project Engineer. A Raceway specification is attached hereto as Exhibit C. County RCIT shall provide and install all data cabling and patch panels. County RCIT shall coordinate electrical requirements with Lessors electrician.
  4. Break Room: Lessor shall remove stove top and exhaust fan, hood and related electrical systems associated with stove top. Patch and paint after removal for a smooth surface. Install new counter top, sink and faucets. Current ceiling panel light to be removed and replaced with a modern new light fixture. A new light switch and faceplate shall be installed for new lighting system.
  5. Conference Room: Lessor shall demo and remove wall cabinets; install electrical boxes on wall to support Overfloor Raceways, data cables for (3) TV monitors and projector locations for Audio Visual Integration. Please refer to line item #3 above for power connectivity requirements for audio and visual components.

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- 6. Women's Rest Room: Lessor to paint walls and stall dividers; strip tile floors to remove calcium buildup, re-grout and seal tile flooring to a final finish, install new chain stopper in toilets as needed; repair sink surface to divert water from spilling over.
  
- 7. File Room: Paint and carpet tiles can be cut in and around larger file cabinets. The location of these cabinets may be confirmed during walkthrough with Property Management.
  
- 8. Training Room: Lessor to demo existing wall cabinetry and center cabinetry and install multiple floor plate boxes for electrical and data to accommodate Overfloor raceways. Please refer to line item #3 above for power connectivity requirements for audio and visual components.
  
- 9. Laminating machine: In addition to the above lessor shall provide sufficient power outlet to operate laminate equipment. Exact power location and requirement to be recommended by Lessor's electrician.
  
- 10. Lessor shall install mesh blinds with interior block on all exterior windows including private offices, conference and training rooms, receptionist area for privacy and security.
  
- 11. Lessor to install signage on side door "Not an Entrance", or similar language to existing side door.
  
- 12. Lessor to install weather stripping at back exit doors.

**WIREMOLD®**  
**OFR SERIES**  
**OVERFLOOR**  
**RACEWAY**



Presenting a really  
off-the-wall idea.

designed to be better.™

 **legrand®**

## EXHIBIT C

Bring power, communications and A/V

# connectivity anywhere.

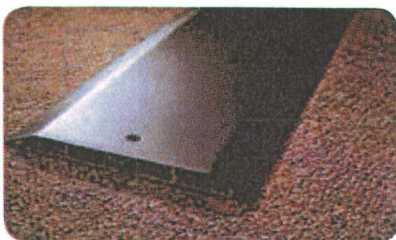


## THE WIREMOLD® OFR SERIES OVERFLOOR RACEWAY SYSTEM.

This raceway system sits on top of the floor, accommodating your open space needs in the lowest, sleekest ADA-compatible profile around.

Providing four channels for multiple combinations of power, communications and A/V – in one easy-to-install system. Now, that's an off-the-wall idea that's on point.

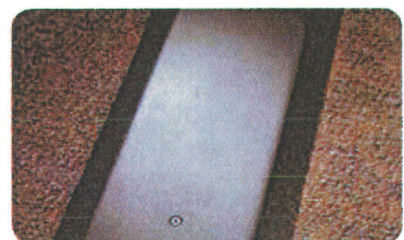
Exactly what you'd expect from the leader in on-wall, surface-mounted raceway.



**Lowest Profile** – The smallest, narrowest, lowest, ADA-compliant overfloor raceway available is not only aesthetically smart but reduces potential trip hazards.



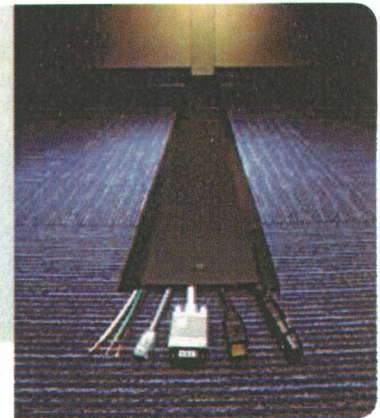
**Easy Installation** – No need to alter the existing floor covering. The OFR Series mounts directly to the floor covering, whether it's wood, tile or carpet.



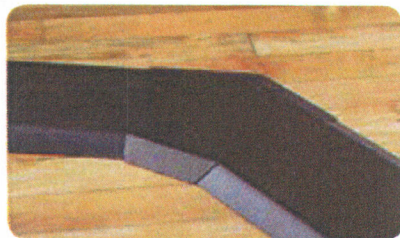
**Tamper Resistant** – Secure the raceway with a cover that's nearly impossible to remove – unless you have the right tools – to prevent unwarranted access.



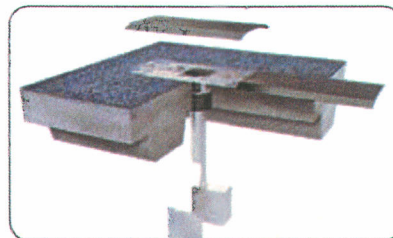
The OFR Series is perfect for offices or schools, conference rooms or fitness centers. Wherever access to floors and ceilings is not an option.



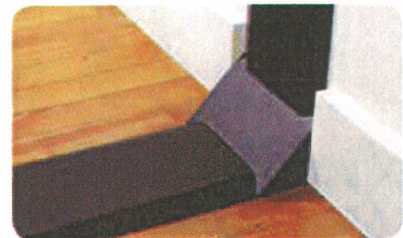
**Multiple Channel Base** – A single installation brings power, communications and A/V connectivity to open space locations in a durable, four-channel raceway.



**Flat Elbow** – For making diagonal 45° turns on a single surface.



**Transition Fittings** – Utilizes abandoned poke-thru openings to bring cabling into the raceway. Available in 3" and 4" sizes.



**Inside Elbow** – For internal right angle turns.



**Open System** – Accepts a wide range of communications and A/V devices from leading manufacturers.



**T-Fitting** – For branching out into right angles.



**In-Wall Entrance End Fitting** – Feeds the raceway from behind a wall. Configurable to provide one or two channels of power.





Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

8/31/17  
Date

EB  
Initial

NOTICE OF EXEMPTION

February 22, 2017

**Project Name:** County of Riverside, Economic Development Agency (EDA) Sheriff's Cal ID Division, Riverside, 5th Amendment to Lease

**Project Number:** FM042611022800

**Project Location:** 1260 Palmyrita Avenue, Suites A-D, east of Iowa Avenue, Riverside, California 92507; Assessor's Parcel Number (APN) 249-060-020; (See Attached Exhibit)

**Description of Project:** On September 1m 1998, the County of Riverside (County) entered into a lease agreement for Suites A-D, consisting of 12,336 square feet, in the building located at 1260 Palmyrita Avenue, in Riverside, (APN 249-060-020) for use by the Sheriff's Department. A Fourth Amendment to the Lease was most recently approved on January 7, 2014, extending the lease of this facility for an additional three years. This leased office space continues to meet the requirements for the Sheriff's Department ID Division and an extension of the lease term is being sought. As part of the five year lease extension, the Lessor, 1020 Iowa Avenue, Inc., has agreed to incorporate operating improvements consisting of new paint and tile throughout the building; a furniture lift; removal of the existing cabinets in the conference and training rooms; installation of new wire mold electrical raceway power systems; installation of a new countertop and a re-grout, seal, and buff to the ceramic flooring in the women's restroom; replacement of the stovetop, exhaust fan, sink and faucet and electrical components; and installation of security mesh window coverings on all exterior windows and doors. The 5th Amendment to the Lease Agreement, which is the letting of property involving existing facilities for an additional five year term, and specified tenant improvements, is identified as the proposed Project under the California Environmental Quality Act (CEQA). No additional direct or indirect physical environmental impacts are anticipated.

**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, and 1020 Iowa Avenue, Inc.

**Exempt Status:** State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

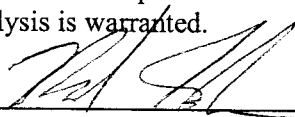
**Reasons Why Project is Exempt:** The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor does the Project have unusual circumstances that could possibility 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 5th Amendment to the Lease Agreement.

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- **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 Agreement of space in an existing building with minor tenant improvements. The improvements are associated with the minor repair and maintenance and of the facility and would not result in any direct or indirect impacts on the environment. The use of the office space would be consistent with the designated land use, and would not require any expansion of public services and facilities; 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 5th Amendment to the Lease Agreement is limited to a lease agreement with minor improvements consisting of repairs and maintenance to keep the existing building functioning as planned and designed. The direct and indirect effects would be limited to the continued use of an office building. The Lease Agreement will 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: \_\_\_\_\_

2/22/17

Mike Sullivan, Senior Environmental Planner  
County of Riverside, Economic Development Agency

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** Sheriff's Cal ID Division, Riverside, 5th Amendment to Lease

**Accounting String:** 524830-47220-7200400000- FM042611022800

**DATE:** February 22, 2017

**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:** Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature: 

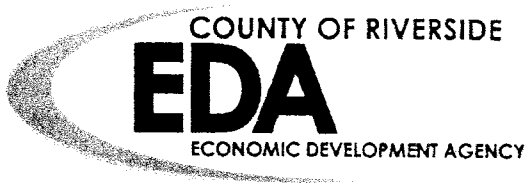
**PRESENTED BY:** Cindy Campos, Real Property Agent III, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: February 22, 2017  
To: Mary Ann Meyer, Office of the County Clerk  
From: Mike Sullivan, Senior Environmental Planner, Project Management Office  
Subject: **County of Riverside Economic Development Agency Project # FM042611022800**  
Sheriff's Cal ID Division, Riverside, 5<sup>th</sup> Amendment to Lease

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: Mike Sullivan, Senior Environmental Planner,**

**Economic Development Agency,**

**3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501**

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file

Administration  
Aviation  
Business Intelligence  
Cultural Services  
Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

**Fifth Amendment to Lease**  
Sheriff CAL ID Division, 1260 Palmyrita Ave.



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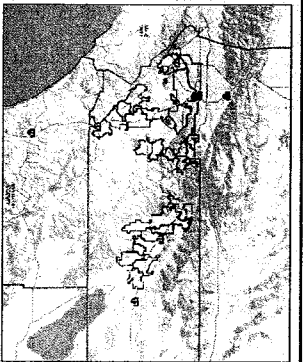
1,184 Feet



\*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.

REPORT PRINTED ON.. 2/17/2017 4:27:19 PM

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Legend

**Notes**

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