

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



ITEM
3.11
(ID # 6911)

MEETING DATE:

Tuesday, May 22, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approve Fifth Amendment to Lease, Riverside County and City of Canyon Lake, Canyon Lake, Two Year Lease, CEQA Exempt, District 1, [\$96,083] County Library Fund 100% (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities exemption and Section 15061(b)(3) "common sense" exemption;
2. Ratify and Approve the attached Fifth 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 Notice of Exemption with the County Clerk upon approval by the Board.

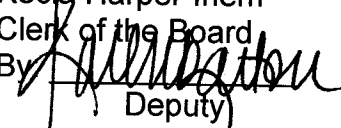
ACTION: Policy


Robert Field, Assistant County Executive Officer/ECD 5/2/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: May 22, 2018
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy
3.11

**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	\$19,726	\$47,925	\$96,083	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: County Library Fund 100%			Budget Adjustment: No	
			For Fiscal Year: 2017/18-2019/20	

C.E.O. RECOMMENDATION: Approval

BACKGROUND:

Summary

On February 15, 2000, the County of Riverside entered into a lease with the City of Canyon Lake. The county operates a full service library to serve the residents of the County of Riverside. The leased facility located at 31516 Railroad Canyon Road, Canyon Lake, California, continues to meet the needs and requirements of the library and the county desires to extend the term an additional two years commencing February 1, 2018, and terminating on January 31, 2020. The utilities will be paid by the Lessor in the Fifth Amendment to Lease.

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 continuation of the letting of property involving existing facilities with no tenant improvement alterations and no expansion of an existing use will occur.

The attached Fifth Amendment to Lease is summarized below:

Lessor: City of Canyon Lake
31516 Railroad Canyon Road, Suite 101
Canyon Lake, California 92587

Location: 31516 Railroad Canyon Road
Canyon Lake, California 92587

Size: Approximately 2,711 square feet

Term: Effective as of February 1, 2018 through January 31, 2020

Rent:

Current	New
\$ 1.35	\$ 1.39 per sq. ft.
\$ 3,652.51	\$ 3,760.26 per month
\$ 43,830.12	\$45,123.12 per year

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

Rental Adjustments: 2.95%

Utilities: County pays for all telephone and other electronic data services in connection with the leased premises. Lessor will pay all other utilities.

Custodial Services: Landlord

Maintenance: Landlord

The attached Fifth Amendment to Lease has been approved as to form by County Counsel.

Impact on Residents and Businesses

There will be a positive impact on residents and local businesses since this facility provides, among other programs, adult literacy services to the communities through one-on-one literacy tutoring, English-as-a- Second-Language classes and family literacy events. In general, this facility provides exciting and innovating programs and services to the community.

SUPPLEMENTAL:

Additional Fiscal Information

See attached Exhibits A, B & C. County Library has budgeted these costs in FY 2017/18 through 2019/20.

Contract History and Price Reasonableness

This is a two year renewal. This contract has been in place since 2000.

Attachments:

- Exhibits A, B & C
- Fifth Amendment to Lease
- Notice of Exemption
- Aerial Image

RF:HM:VY:MH:ra CL002 19.811 13824
MinuteTrak: 6911


Rohini Dasika, Principal Management Analyst 5/14/2018



Gregory V. Priamos, Director County Counsel 5/10/2018

Exhibit A

FY 2017/18

County Libraries Lease Cost Analysis 31516 Railroad Canyon Road, Canyon Lake, California

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:

2,711 SQFT

Approximate Cost per SQFT (July - Jan) 4th Amendment	\$	1.35	
Approximate Cost per SQFT (Feb - June) 5th Amendment	\$	1.39	
Lease Cost per Month 4th Amendment			\$ 3,652.51
Lease Cost per Month 5th Amendment			\$ 3,760.26
Total Lease Cost (July - Jan) 4th Amendment			\$ 25,567.57
Total Lease Cost (Feb - Jun) 5th Amendment			\$ 18,801.30
Total Estimated Lease Cost for FY 2017/18			\$ 44,368.87

Estimated Additional Costs:

EDA Lease Management Fee (Based @ 4.12%) - 4th Amendment	\$	1,053.38	
EDA Lease Management Fee (Based @ 4.92%) - 5th Amendment	\$	925.02	
Total EDA Lease Management Fee			\$ 1,978.41
TOTAL ESTIMATED COST FOR FY 2017/18			\$ 46,347.28
Amount Previously approved in 4th Amendment (July -Jan)			\$ 26,620.95
Amount for 5th Amendment			\$ 19,726.32

Exhibit B

FY 2018/19

County Libraries Lease Cost Analysis

31516 Railroad Canyon Road, Canyon Lake, California

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:		2,711	SQFT	
Approximate Cost per SQFT (July - Jan)	\$	1.39		
Approximate Cost per SQFT (Feb - Jun)	\$	1.43		
Lease Cost per Month (July - Jan)	\$		3,760.26	
Lease Cost per Month (Feb - June)	\$		3,871.19	
Total Lease Cost (July - Jan)	\$			26,321.82
Total Lease Cost (Feb - Jun)	\$			19,355.94
Total Estimated Lease Cost for FY 2018/19	\$			<u>45,677.76</u>
EDA Lease Management Fee (Based @ 4.92%)	\$	2,247.35		
Total EDA Lease Management Fee	\$			2,247.35
TOTAL ESTIMATED COST FOR FY 2018/19	\$			<u>47,925.10</u>

Exhibit C

FY 2019/20

County Libraries Lease Cost Analysis

31516 Railroad Canyon Road, Canyon Lake, California

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:

2,711 SQFT

Approximate Cost per SQFT (July - Jan)

\$ 1.43

Lease Cost per Month

\$ 3,871.19

Total Lease Cost (July - Jan)

\$ 27,098.31

Total Estimated Lease Cost for FY 2019/20

\$ 27,098.31

EDA Lease Management Fee (Based @ 4.92%)

\$ 1,333.24

TOTAL ESTIMATED COST FOR FY 2019/20

\$ 28,431.55

F11: Total Cost

\$ 96,082.98

1 **FIFTH AMENDMENT TO LEASE**

2 **31516 Railroad Canyon Road, Canyon Lake, California**

3
4 This **FIFTH AMENDMENT TO LEASE** ("Fifth Amendment"), dated as of
5 May 22, 2018, is entered by and between the **COUNTY OF RIVERSIDE**, a
6 political subdivision of the State of California, ("County"), and **THE CITY OF CANYON**
7 **LAKE** ("Lessor"), sometimes collectively referred to as the "Parties".

8 **RECITALS.**

9 a. Lessor and County entered into that certain Lease, dated February 15,
10 2000 ("Original Lease") pursuant to which Lessor has agreed to lease to County and
11 County has agreed to lease from Lessor a portion of that certain building located at
12 31516 Railroad Canyon Road, Canyon Lake, California ("Building"), as more
13 particularly described in the Second Amendment to Lease (the "Leased Premises").

14 b. The Original Lease has been amended by:

15 i. That certain First Amendment to Lease dated March 22,
16 2005, by and between County and Lessor (the "1st Amendment"), whereby the Parties
17 amended the Original Lease to extend the term period.

18 ii. That certain Second Amendment to Lease dated May 13,
19 2008, by and between County and Lessor (the "2nd Amendment"), whereby the Parties
20 amended the Original Lease to amend the description and the improvements.

21 iii. That certain Third Amendment to Lease dated August 16,
22 2011, by and between County and Lessor (the "3rd Amendment"), whereby the Parties
23 amended the Original Lease to extend the term period, consideration, Notices and
24 County's Representative.

25 iv. That certain Fourth Amendment to Lease dated February 2,
26 2016, by and between County and Lessor (the "4th Amendment"), whereby the Parties
27 amended the Original Lease to extend the term period, and consideration.

28 c. The Original Lease together with all amendments are collectively referred

MAY 22 2018 3.11

1 to herein as the "Lease."

2 d. The Parties now desire to amend the Original Lease with this Fifth
3 Amendment to extend the term, modify rental amounts and annual increases.

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

6 **1. TERM.** Section 3 (a) of the Original Lease is hereby amended by the
7 following: The term of this Lease shall be extended for two (2) years commencing on
8 February 1, 2018 and terminating on January 31, 2020 ("Term").

9 **2. CONSIDERATION.** Section 5(a) and 5 (b) of the Lease are hereby
10 amended by the following: County shall pay to Lessor the monthly sum of \$3,760.26 as
11 rent for the leased premises effective February 1, 2018 ("Effective Date"). Thereafter,
12 the monthly rent shall be increased annually on each anniversary of the Effective Date
13 by an amount equal to two and ninety-five hundredths percent (2.95%) of the monthly
14 rent paid during the preceding year.

15 **3. CAPITALIZED TERMS:** Fifth Amendment to Prevail. Unless defined
16 herein or the context requires otherwise, all capitalized terms herein shall have the
17 meaning defined in the Lease, as heretofore amended. The provisions of this Fifth
18 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease,
19 as heretofore amended, and shall supplement the remaining provision thereof.

20 **4. MISCELLANEOUS.** Except as amended or modified herein, all the terms
21 of the Lease shall remain in full force and effect and shall apply with the same force
22 and effect. Time is of the essence in this Fifth Amendment and the Lease and each
23 and all of their respective provisions. Subject to the provisions of the Lease as to
24 assignment, the agreements, conditions and provisions herein contained shall apply to
25 and bind the heirs, executors, administrators, successors and assigns of the parties
26 hereto. If any provision of this Fifth Amendment or the Lease shall be determined to be
27 illegal or unenforceable, such determination shall not affect any other provision of the
28 Lease and all such other provisions shall remain in full force and effect. The language

1 in all parts of the Lease shall be construed according to its normal and usual meaning
2 and not strictly for or against either Lessor or County. Neither this Fifth Amendment,
3 nor the Original Lease, nor any notice nor memorandum regarding the terms hereof,
4 shall be recorded by County. No waiver of any term or condition of this Fifth
5 Amendment nor of the Original Lease shall be construed as a continuing waiver
6 thereof.

7
8 (Remainder of Page Intentionally Left Blank)
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



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

5/23/18
Date

cb
Initial

NOTICE OF EXEMPTION

April 23, 2018

Project Name: County of Riverside, Economic Development Agency (EDA) Canyon Lake Library, Fifth Amendment to the Lease Agreement, Canyon Lake, County of Riverside

Project Number: FM042116200200

Project Location: 31516 Railroad Canyon Road, Canyon Lake, California 92587; Assessor's Parcel Number (APN) 355-330-034; (See Attached Exhibit)

Description of Project: The County of Riverside (County) currently operates a library occupying approximately 2,711 square feet of space in a building owned by the City of Canyon Lake at 31516 Railroad Canyon Road, in Canyon Lake. The County entered into the Lease Agreement with the City of Canyon Lake on February 15, 2000 and the Lease has been amended four times previously. The space continues to meet the needs for the Library and the parties now desire to amend the Lease Agreement and extend the term of the Lease for an additional two-year term, commencing February 1, 2018 and terminating on January 31, 2020. The Fifth Amendment to the Lease Agreement with Canyon Lake is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would involve the letting of library space and would involve ongoing use, maintenance and repair of the facility. No expansion of the existing library will occur. The operation of the facility will continue to provide library services and 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 City of Canyon Lake

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 possibly 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 Fifth Amendment to the Lease Agreement for the use and operation of the Canyon Lake Library.

MAY 22 2018 3.11

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

org

Administration
Aviation
Business Intelligence
Cultural Services
Community Services
Custodial

Housing
Housing Authority
Information Technology
Maintenance
Marketing

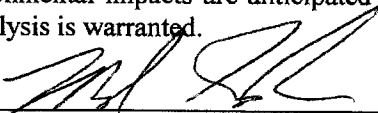
Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

- **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 contractual agreement for an existing facility and would include the continued use, maintenance and repairs of the facility to keep the library functional. The use of the facility by the County would be consistent with the current 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 Fifth Amendment to the Lease Agreement is a contractual transaction to continue use of an existing facility. The indirect effects would be limited to existing maintenance and use of an existing building containing a library. The Lease Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will not differ from the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the minor maintenance and continued use of the facility 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.

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: _____

4/19/18

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Canyon Lake Library, Fifth Amendment to the Lease Agreement, Canyon Lake, Riverside County, California

Accounting String: 524830-47220-7200400000 - FM042116200200

DATE: April 12, 2018

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: Maribel Hyer, Senior Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: April 12, 2018

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 # FM042116200200**
Canyon Lake Library, Fifth Amendment to the Lease Agreement, Canyon Lake, Riverside County, California

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 10th Street, Suite 400, Riverside, CA 92501

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

Attachment

cc: file