

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



ITEM: 3.11  
(ID # 13321)

**MEETING DATE:**  
Tuesday, October 20, 2020


**FROM:** FACILITIES MANAGEMENT:


**SUBJECT:** FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Ratification and Approval of the Third Amendment to Lease and approval of the Second Amendment to Lease with Grae La Sierra, LLC, - Department of Public Social Services, Riverside, Lease Extension, CEQA Exempt, District 1, [\$8,022,684] Federal 67.98%; State 23.03%; County 5.53%; Realignment 3.46% (Clerk of the Board 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(b)(3), Existing Facilities exemption And Section 15061(b)(3), Common Sense exemption;
2. Ratify and approve the attached Third Amendment to Lease and approve the Second Amendment to Lease with Grae La Sierra, LLC, 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 filing within five (5) working days of approval by the Board.

**ACTION:** Policy, CIP

  
Rose Salgado, Director of Facilities Management 9/17/2020

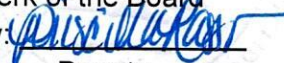
  
Sayori Baldwin, DPSS Director 9/22/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Abstain: None  
Date: October 20, 2020  
xc: FM-RE

Kecia R. Harper  
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>	\$1,161,196	\$1,566,093	\$8,022,684	\$0
<b>NET COUNTY COST</b>	\$64,214	\$ 86,605	\$443,654	\$0
<b>SOURCE OF FUNDS:</b> <u>11060 Magnolia Ave.</u> - Federal 67.98%; State 23.03%; County 5.53%; Realignment 3.46%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2020/21 – 2025/26	

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

**BACKGROUND:**

**Summary**

The County of Riverside has been under lease with Grae La Sierra, LLC, at 11060 Magnolia Avenue since May 1999, and under the current lease since April, 2007, and 11070 Magnolia since April 2007. The Department of Public Social Services (DPSS) has occupied these offices for use by their Self-Sufficiency and Children's Services Divisions. DPSS has determined that a Program consolidation is operationally feasible and therefore, one of the current offices can be vacated.

The Self-Sufficiency Division lease at 11060 Magnolia expires September 30, 2020, and it continues to meet the requirements of DPSS for providing services to the community. A Third Amendment to lease for a 5-year lease extension is being presented for approval.

The Children's Services' Division lease at 11070 Magnolia is the preferred office to vacate. Although this lease does not expire until September 30, 2024, the Lessor is agreeable to an early termination prior to the current lease expiration date. Therefore, a Second Amendment to Lease is being presented to revise the lease termination date which requires a 60-day notice to the Lessor. The target date to vacate is October 1, 2021. Termination of this lease will result in a savings of approximately \$4.1 million.

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301 Class 1-Existing Facilities exemption and Section 15061(b)(3) Common Sense exemption. The proposed project is the letting of property involving previously occupied space.

The Third Amendment to Lease and Second Amendment to Lease have been approved by County Counsel as to form.

A summary of the 11060 Magnolia Avenue Lease is as follows:

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

Lessor: Grae La Sierra, LLC  
11911 San Vicente Blvd., Suite 350  
Los Angeles, CA 90049

Premises: 11060 Magnolia Avenue  
Riverside, CA 92505

Size: 54,592 square feet

Rent: Current: \$2.13 per square foot  
\$116,247.77 per month  
\$1,394,961.24 per year

New: \$2.12 per square foot  
\$116,000.00 per month  
\$1,392,000.00 per year

Term: Extended 5 years commencing October 1, 2020, and expiring  
September 30, 2025

Annual Increase: Increase reduced from 3% to 2% annually.

Utilities: Paid by County

Custodial and  
Day Porter: Provided by Lessor and included in the Rent

Interior/Exterior  
Maintenance: Provided by Lessor

A summary of the 11070 Magnolia Avenue Lease is as follows:

Size: 52,498 square feet

Rent: \$2.19 per square foot\*  
\$115,050.15 per month  
\$1,380,601.80 per year

\*Includes Day Porter @ \$3,833.52 per month

Term: Expires September 30, 2024

Termination: Expected by October 31, 2021

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

Cost Saving: Rent savings with termination - approximately \$4,141,805

**Impact on Residents and Businesses**

The lease at 11060 Magnolia Avenue will allow the Department of Public Social Services to continue to provide beneficial services to residents of the region while saving costs with the colocation of the Children's Services and Self Sufficiency Divisions.

**Additional Fiscal Information**

See attached Exhibits A, B & C.

DPSS will budget these costs in FY2020/21 through FY2025/26 and will reimburse (FM-RE) for all associated lease costs.


**Contract History and Price Reasonableness**

The lease rate is aligned with the current real estate market.

Attachments:

- Exhibits A, B & C
- Third Amendment to Lease
- Second Amendment to Lease
- Notice of Exemption
- Aerial Map

HR:ar/092220

  
Steven Atkeson 10/14/2020

  
Gregory V. Priamos, Director County Counsel 10/7/2020

1 **SECOND AMENDMENT TO LEASE**

2 **11070 Magnolia Avenue, Riverside, California**

3  
4 This **SECOND AMENDMENT TO LEASE** ("Second Amendment") dated as of  
5 October 20, 2020 is entered by and between **GRAE LA SIERRA, LLC**, a California  
6 limited liability company ("Lessor"), and the **COUNTY OF RIVERSIDE**, a political  
7 subdivision of the State of California ("County"), sometimes collectively referred to as  
8 the "Parties".

9 **RECITALS**

10 A. Lessor and County have entered into that certain Lease, dated January  
11 30, 2007, ("Original Lease") pursuant to which Lessor has agreed to lease to County  
12 and County has agreed to lease from Lessor that certain building located at 11070  
13 Magnolia Avenue, in the City of Riverside, State of California, as more particularly  
14 shown in the Original Lease (the "Original Premises").

15 B. The Original Lease has been amended by that certain First Amendment  
16 to Lease dated November 24, 2014, by and between Grae La Sierra, LLC, and the  
17 County ("First Amendment"), whereby the Parties amended the Original Lease to  
18 extend the lease term, modify the rent, add day porter services, and complete tenant  
19 improvements

20 C. The Original Lease together with the First Amendment shall hereafter be  
21 referred to as the "Lease".

22 D. County and Lessor desire to further amend the Lease by revising the  
23 expiration date (as defined herein).

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

26 1. **County's Right to Early Termination:** Section 6.2 of the Lease is  
27 hereby amended to add Subsection 6.2.3 as follows:  
28

1                   **6.2.3** County shall have the right to terminate the Lease on or  
2 after September 30, 2021 with one hundred eighty (180) days' advance written notice.  
3 County shall be responsible for monthly rent through the termination date without  
4 penalty or additional fees.

5           **2. County's Right to Early Termination:** Section 6.2.2 of the Lease is  
6 hereby amended as follows: References to Section 6.4(a) and Section 6.4(b) shall be  
7 replaced with Section 6.2(a) and Section 6.2(b) respectively.

8           **3. Notice.** Section 19.18 of the Lease is hereby amended by the following:

9                           County's Notification Address:

10                           County of Riverside  
11                           Facilities Management  
12                           3133 Mission Inn Avenue  
13                           Riverside, CA 92507  
14                           ATTN: Deputy Director of Real Estate

15                           Lessor's Notification Address:

16                           Grae La Sierra, LLC  
17                           11911 San Vicente Blvd., Suite 350  
18                           Los Angeles, CA 90049  
19                           ATTN: Rick Edwards

20           **4. Capitalized Terms/Second Amendment to Prevail.** Unless defined  
21 herein or the context requires otherwise, all capitalized terms herein shall have the  
22 meaning defined in the Lease, as heretofore amended. The provisions of this Second  
23 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease,  
24 as heretofore amended, and shall supplement the remaining provision thereof.

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

1 the Lease and all such other provisions shall remain in full force and effect. The  
2 language in all parts of the Lease shall be construed according to its normal and usual  
3 meaning and not strictly for or against either Lessor or County. Neither this Second  
4 Amendment, nor the Original Lease, nor any notice nor memorandum regarding the  
5 terms hereof, shall be recorded by County.

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

9 **IN WITNESS WHEREOF**, the Parties have executed this Second Amendment  
10 as of the date written below.

11 Dated: OCT 20 2020

12 COUNTY:

13 County of Riverside, a political  
14 subdivision of the State of California

15  
16 By: V. M. Perez  
17 V. Manuel Perez, Chairman  
Board of Supervisors

LESSOR:

18 Grae La Sierra, LLC, a California  
19 limited liability company

20 By: Rick Edwards  
21 Rick Edwards, Manager

22 ATTEST:  
23 Kecia R. Harper  
24 Clerk of the Board

25 By: G. Priamos  
26 Deputy

27 APPROVED AS TO FORM:  
28 Gregory P. Priamos  
County Counsel

By: Wesley W. Stanfield  
Wesley W. Stanfield  
Deputy County Counsel

HR:dr/09102020/RV363/30.392

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**THIRD AMENDMENT TO LEASE**

**11060 Magnolia Avenue, Riverside, California**

This **THIRD AMENDMENT TO LEASE** ("Third Amendment") dated as of OCT 20 2020, is entered by and between **GRAE LA SIERRA, LLC**, a California limited liability company ("Lessor"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County"), sometimes collectively referred to as the "Parties".

**1. Recitals.**

a. Lessor and County have entered into that certain Lease, dated April 10, 2007, ("Original Lease") pursuant to which Lessor has agreed to lease to County and County has agreed to lease from Lessor that certain building located at 11060 Magnolia Avenue, in the City of Riverside, State of California, as more particularly shown in the Original Lease (the "Original Premises").

b. The Original Lease has been amended by:

That certain First Amendment to Lease dated June 7, 2011, by and between Grae La Sierra, LLC, and the County ("First Amendment"), whereby the Parties amended the Original Lease to complete tenant improvements.

That certain Second Amendment to Lease dated November 7, 2017, by and between Grae La Sierra, LLC, and the County ("Second Amendment"), whereby the Parties amended the Lease to extend the lease term and modify the rent.

c. The Original Lease, as heretofore, currently, or hereafter amended, shall hereafter be referred to as the "Lease".

d. County and Lessor desire to further amend the Lease by extending the term of the Lease and setting forth the monthly rent during the Extension Term (as defined herein).

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

OCT 20 2020 3.11



1           **2. Term.** Section 4 of the Lease is hereby amended by the following: The  
2 term of the Lease shall be extended five (5) years ("Extension Term") commencing  
3 October 1, 2020 and expiring September 30, 2025.

4           **3. Rent.** Section 5 of the Lease is hereby amended by the following:

5           a. Rent during the Extension Term shall be \$116,000.00 per month  
6 commencing October 1, 2020.

7           b. Rent during the Extension Term shall be increased annually by  
8 two (2%) percent of the monthly rent for the preceding Lease year.

9           **4. Day Porter Services.** Section 8 of the Lease shall be amended to add  
10 subsection 8.3 as follows:

11           Lessor shall provide a Day Porter on site for the County of Riverside  
12 premises and, as needed, for the adjacent County of Riverside office located at 11070  
13 Magnolia Avenue, eight (8) hours per day Monday through Friday, 9:00 am – 5:00 pm.  
14 The general duties are stated in Exhibit "J" herein. The cost for this service provided  
15 under this Lease is included in the Rent as provided herein.

16           **5. Alterations and Additions.** Section 11 shall be amended to add  
17 subsection 11.4 as follows:

18           **11.4 Additional Improvements by Lessor.** Lessor shall, at Lessor's  
19 sole expense, not subject to reimbursement, complete the additional tenant  
20 improvements described below ("Additional Improvements"), with work to commence  
21 by January 1, 2021, or such later date which is mutually agreed by County and Lessor.  
22 The Additional Improvements shall be constructed generally in accordance with the  
23 provisions of Exhibit "B" and Exhibit "F" of the Lease (to the extent applicable), and in  
24 accordance with selections of finishes by County as stated in the attached Exhibit "K".  
25 Lessor shall complete work in phases (to be mutually agreed upon by County and  
26 Lessor) after hours or on weekends.

27           Lessor shall install new flooring in all areas of the Premises requested by  
28 County. Lessor's responsibility shall include lifting of workstations utilizing Shaw

1 furniture jacks or jacks approved in advance by County, removal of existing carpet, and  
2 installation of carpet tiles and base. Lessor shall replace current vinyl flooring, if  
3 requested, with Luxury Vinyl Tile (LVT). In addition, Lessor shall repaint the interior of  
4 the Premises.

5 County's responsibility for hard-walled offices shall include packing and moving  
6 of files, removal of personal property, file cabinets, chairs, computers, other  
7 electronics, and telephones. Desk furniture shall be dismantled and either removed or  
8 relocated within the hard-walled office for further movement by the carpet vendor.

9 County's responsibility for cubicles shall include packing and moving of freestanding  
10 pedestal files, chairs, personal property, and lifting any wiring off the floor for clear  
11 access. Computers and telephones to remain on cubicle surfaces. County shall  
12 remove art or hangings on walls.

13 **6. Capitalized Terms: Third Amendment to Prevail.** Unless defined  
14 herein or the context requires otherwise, all capitalized terms herein shall have the  
15 meaning defined in the Lease, as heretofore amended. The provisions of this Third  
16 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease,  
17 as heretofore amended, and shall supplement the remaining provision thereof.

18 **7. Miscellaneous.** Except as amended or modified herein, all the terms of  
19 the Lease shall remain in full force and effect and shall apply with the same force and  
20 effect. If any provisions of this Third Amendment or the Lease shall be determined to  
21 be illegal or unenforceable, such determination shall not affect any other provision of  
22 the Lease and all such other provisions shall remain in full force and effect. The  
23 language in all parts of the Lease shall be construed according to its normal and usual  
24 meaning and not strictly for or against either Lessor or County. Neither this Third  
25 Amendment, nor the Original Lease, nor any notice nor memorandum regarding the  
26 terms hereof, shall be recorded by County.

27  
28

1           **8. Effective Date.** This Third Amendment to Lease shall not be binding or  
2 consummated until its approval by the Riverside County Board of Supervisors and fully  
3 executed by the Parties.

4           **In Witness Whereof**, the Parties have executed this Third Amendment as of the  
5 date written below.

6 Dated:           OCT 20 2020          

7  
8 COUNTY:  
9 County of Riverside, a political  
10 subdivision of the State of California

LESSOR:  
Grae La Sierra, LLC, a California  
limited liability company

11 By:           *V. Manuel Perez*            
12 V. Manuel Perez, Chairman  
13 Board of Supervisors

By:           *Rick Edwards*            
Rick Edwards, Manager

14 ATTEST:  
15 Kecia R. Harper  
16 Clerk of the Board  
17 By:           *Priscilla Passi*            
Deputy

18 APPROVED AS TO FORM:  
19 Gregory P. Priamos  
20 County Counsel  
21 By:           *Gregory P. Priamos*            
22 Wesley W. Stanfield  
23 Deputy County Counsel

24  
25  
26 HR: dr/09222020/RV243/30.080

## **EXHIBIT "J"**

Day Porter to be provided Monday through Friday during the hours of 9:00 am to 5:00 pm.

Duties shall include:

- a. Empty all trash in restrooms as needed.
- b. Clean, sanitize and stock restrooms as needed.
- c. Check lobby areas for debris and remove.
- d. Touch up door glass as needed.
- e. Keep entrances free from debris.
- f. Be available by phone for emergency spills or cleanups.
- g. Sanitize customer counters and walk up areas as needed.
- h. Pick up and empty outside trash cans and in lobby areas as needed.
- i. Inspect lunchrooms and stock as needed.

## DPSS STANDARD INTERIOR FINISHES LIST

March, 2020

OPTIONS 1\_Deepest Mauve

ITEM	SPECIFICATION	LOCATION	CONTACT
<b>WALLS</b>			
<b>PAINT</b>			
P/1	<b>Manf:</b> Sherwin Williams <b>Color:</b> SW0005 Deepest Mauve <b>Finish:</b> Eggshell	Accent Walls	
P/2	<b>Manf:</b> Dunn Edwards Suprema <b>Color:</b> DE6207 Egyptian Sand <b>Finish:</b> Eggshell	Accent Walls	
P/3	<b>Manf:</b> Dunn Edwards Suprema <b>Color:</b> DEC764 Inside Passage <b>Finish:</b> Eggshell, Semi-Gloss @Restroom	Primary	
P/4	<b>Manf:</b> Sherwin Williams <b>Color:</b> SW 7680 Lanyard <b>Finish:</b> Eggshell	Accent Walls	
<b>CORNER GUARD</b>			
	<b>Manf:</b> In Pro Corp. <b>Style:</b> 160 Series High Impact <b>Color:</b> Antique White <b>Size:</b> 2" Thick	General	<a href="http://www.inprocorp.com">www.inprocorp.com</a> 800.222.5556
<b>FLOORING</b>			
C/2	<b>Manf:</b> Shaw - Contract Group <b>Style:</b> Emotion Tile 59343 <b>Color:</b> Stealing Beauty 40500 <b>Type:</b> Tile <b>Layout:</b> Monolithic		Russel Kitchens 951-830-8716
Walk Off	<b>Manf:</b> Shaw - Contract Group <b>Style:</b> bon jour II 5T032 <b>Color:</b> Stealing 31557 <b>Type:</b> Tile <b>Layout:</b> Monolithic		
ITEM	SPECIFICATION	LOCATION	CONTACT
<b>RUBBER BASE</b>			
RB/1	<b>Manf:</b> Burke Flooring <b>Style:</b> Burke Base - 1/8" Cove <b>Color:</b> 104 Fudge <b>Size:</b> 4" H	General	
<b>RUBBER BASE</b>			
RB/2	<b>Style:</b> Burke Base - 1/8" Cove <b>Color:</b> 502 Brown <b>Size:</b> 4" H	General	
<b>VINYL COMPOSITION TILE</b>			
LVT/1	<b>Manf:</b> Shaw <b>Style:</b> Blend 20 0552V <b>Color:</b> Blend 52729 <b>Size:</b> 6" x 48" nominal	Break Room, Storage Room Accent	Russel Kitchens 951-830-8716
EVT/1	<b>Manf:</b> Shaw <b>Style:</b> Concrete + Composed	Not on Board: use for moisture areas	

EXHIBIT K

County of Riverside  
Facilities Management  
3133 Mission Inn Ave., Riverside, CA

FOR COUNTY CLERK USE ONLY

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

10-22-2020  
Date

AB  
Initial

### NOTICE OF EXEMPTION

September 9, 2020

**Project Name:** DPSS Second and Third Amendments, La Sierra, Riverside

**Project Number:** FM042611024300

**Project Location:** 11060 and 11070 Magnolia Avenue, east of La Sierra Avenue, Riverside, California; APN 138-470-029

**Description of Project:** The County of Riverside (County) has been under lease Grae La Sierra, LLC, at 11060 Magnolia Avenue since September, 2007 and 11070 Magnolia Avenue since April 2007. The Department of Public Social Services (DPSS) has occupied these offices for use by its Self Sufficiency and Children's Services Divisions. DPSS has determined that a program consolidation is operationally feasible and therefore, one of the current offices can be vacated. The Self-Sufficiency Division lease at 11060 Magnolia expires September 30, 2020, and it continues to meet the requirements of DPSS for providing services to the community. A Third Amendment to lease for a 5-year lease extension is being presented for approval.

In turn, the Children's Services' Division lease at 11070 Magnolia is the preferred office to vacate. Although this lease does not expire until September 30, 2024, the Lessor is agreeable to an early termination prior to the current lease expiration date. Therefore, a Second Amendment to Lease is being presented to revise the lease termination date which requires a 60-day notice to the Lessor. The target date to vacate is October 1, 2021. The Second and Third Amendments to the Leases are defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no expansion of the existing facility will occur. The operation of the existing facility will continue to provide public services for the DPSS. 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), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

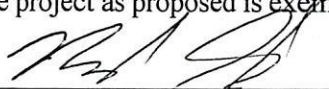
OCT 20 2020 3.11

**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 Second and Third Amendments.

- **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 the contractual change of termination date of an existing lease within the existing building at 11070 Magnolia Avenue and a five-year extension of lease within the same existing building at 11060 Magnolia Avenue. The contractual changes will not require physical modifications to the existing building which would increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity; 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 Second and Third Amendments will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: \_\_\_\_\_



Date: \_\_\_\_\_

9/19/20

Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: DPSS La Sierra Second and Third Amendments to Lease**

**Accounting String: 524830-47220-7200400000 - FM042611024300**

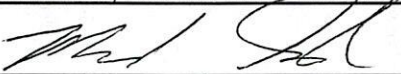
DATE: September 9, 2020

AGENCY: Riverside County Facilities Management

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, Facilities Management

Signature: 

PRESENTED BY: Heidi Rigler, Senior Real Property Agent, Facilities Management

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



County of Riverside  
Facilities Management  
3133 Mission Inn Avenue, Riverside, CA 92507

Date: September 9, 2020  
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk  
From: Mike Sullivan, Senior Environmental Planner, Facilities Management  
Subject: **County of Riverside Facilities Management Project # FM042611024300**  
DPSS La Sierra Second and Third Amendments to Lease

The Riverside County's Facilities Management'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,**  
**Facilities Management,**  
**3133 Mission Inn Avenue, Riverside, CA 92507**

**If you have any questions, please contact Mike Sullivan at 955-8009 or email at [msullivan@rivco.org](mailto:msullivan@rivco.org).**

Attachment

cc: file