

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



ITEM: 3.13  
(ID # 15150)

**MEETING DATE:**  
Tuesday, July 20, 2021


**FROM :** FACILITIES MANAGEMENT AND DEPARTMENT OF PUBLIC SOCIAL SERVICES  
:


**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE) AND DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approval of the Eighth Amendment to Lease with Canyon Springs Plaza, Limited Partnership, 12125 Day Street, Moreno Valley, DPSS, 3 Year Lease, District 5, CEQA Exempt. [\$1,329,859 - 48.9% Federal, 41.6% State, 9.5% IHSS Public Authority Fund 22800] (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. Approve the attached Eighth Amendment to Lease between the County of Riverside and Canyon Springs Plaza, Limited Partnership, and authorize the Chair 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 within five (5) days of approval by the Board.

**ACTION:Policy, CIP**

  
Rose Salgado, Director of Facilities Management 5/21/2021

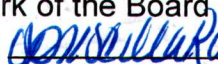
  
Sayori Baldwin, DPSS Director 5/25/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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  
Absent: None  
Date: July 20, 2021  
xc: FM, DPSS, Recorder

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>	\$324,742	\$440,648	\$1,329,859	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 48.9% Federal, 41.6% State, 9.5% IHSS Public Authority Fund 22800			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2021/22-2024/25

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

**BACKGROUND:**

**Summary**

On May 3, 2005, the County of Riverside (County), entered into a lease agreement on behalf of the Department of Public Social Services (DPSS) with the Canyon Springs Investment Trust, predecessor-in-interest to Canyon Springs Plaza, Limited Partnership, (Lessor) for approximately 17,026 square feet of space in the facility located at 12125 Day Street, Suite S101, Moreno Valley. This Eighth Amendment to Lease represents a three-year extension, effective October 1, 2021. The County has negotiated the lease rate to remain the same in year one, with 2.5% annual increases thereafter. The County has the option to terminate the lease with 90 days written notice after October 1, 2022. This facility continues to meet the needs and requirements of DPSS.

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

**Lessor:** Canyon Springs Plaza, Limited Partnership  
25401 Cabot Road, Ste 208  
Laguna Hills, California 92653

**Location:** 12125 Day Street, Suite S101  
Moreno Valley, California

**Size:** 17,026 Square Feet

**Term:** Three (3) year term, commencing on October 1, 2021 and expiring on September 30, 2024

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STATE OF CALIFORNIA**

Option to Terminate: County has the option to terminate the lease with 90-day written notice after October 1, 2022.

Rent:	Current	New
	\$ 1.91 per sq. ft.	\$ 1.91 per sq. ft.
	\$ 32,461.70 per month	\$ 32,461.70 per month
	\$389,540.40 per year	\$389,540.40 per year

Rent Adjustment: 2.5% per year

Utilities: Electricity and telephone paid by County; all others provided by Lessor

Custodial: Provided by Lessor

Maintenance: Provided by Lessor

This Eighth Amendment to Lease has been reviewed and approved by County Counsel as to legal form.

**Impact on Residents and Businesses**

There will be a positive impact on residents since DPSS-IHSS Public Authority will continue to offer in home support services to the community.

**Additional Fiscal Information**

See attached Exhibits A, B, and C. All associated costs for this Amendment will be budgeted in FY21/22-FY24/25 by DPSS. DPSS will reimburse FM-RE for all associated Lease costs on a monthly basis.

**Contract History and Price Reasonableness**

This is a three-year renewal. The lease rate is deemed competitive based upon the current market.

The Lease has been amended seven times previously for rent adjustments, extensions to the term, and tenant improvements:

<u>Amendment</u>	<u>Date and M.O.</u>
First Amendment	September 27, 2005 (M.O. 3.22)
Second Amendment	November 30, 2010 (M.O. 3.27)

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STATE OF CALIFORNIA**

Third Amendment	March 1, 2011 (M.O. 3.14)
Fourth Amendment	August 28, 2012 (M.O. 3.47)
Fifth Amendment	January 7, 2014 (M.O. 3.23)
Sixth Amendment	March 24, 2015 (M.O. 7.2)
Seventh Amendment	October 2, 2018 (M.O. 3.10)

**Attachments:**

- Exhibits A, B & C
- Notice of Exemption
- Copy of Amendment
- Aerial Image

CD:dr/05032021/30.508/MV050

  
Meghan Hahn, Administrative Analyst

7/9/2021

  
Gregory H. Priamos, Director County Counsel

7/7/2021

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

FOR COUNTY CLERK USE ONLY

COPY

## NOTICE OF EXEMPTION

May 3, 2021

**Project Name:** Moreno Valley Department of Public Social Services (DPSS) Eighth Third Amendment to Lease, Canyon Springs Plaza

**Project Number:** FM042462005000

**Project Location:** 12125 Day Street, Suite S101, north of State Route 60, Moreno Valley, California 92557; Assessor's Parcel Number (APN) 291-050-066

**Description of Project:** On May 3, 2005, the County of Riverside (County) entered into a lease agreement on behalf of DPSS with the Canyon Springs Investment Trust, predecessor in interest to Canyon Springs Plaza, LP (Lessor) for approximately 17,026 square feet of space in the facility located at 12125 Day Street, Suite S101, Moreno Valley. This Eighth Amendment to Lease represents a three-year extension, effective October 1, 2021. The County has the option to terminate the lease with 90 days written notice after October 1, 2022. This facility continues to meet the needs and requirements of the department. The Eighth Amendment to the Lease Agreement with Canyon Springs Plaza, LP is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would involve the letting of space and would involve ongoing use of office space for DPSS. No expansion of the existing facility will occur. The operation of the facility will continue to provide probation services and 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

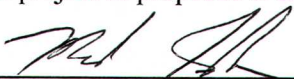
**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**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 three-year extension of the Lease.

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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 an extension of an existing lease for the use of office space for DPSS. The Eighth Amendment will extend the Lease for an additional three-year term; 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 extension of the Lease 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: 5/3/21  
Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Moreno Valley DPSS Eighth Amendment to Lease, Canyon Springs Plaza**

**Accounting String: 526700-47220-7200400000 - FM042462005000**

DATE: May 3, 2021

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: **Candice Diaz, Real Property Agent III, 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: May 3, 2021  
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 # FM042462005000**  
Moreno Valley DPSS Eighth Amendment to Lease, Canyon Springs Plaza

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 #2600**

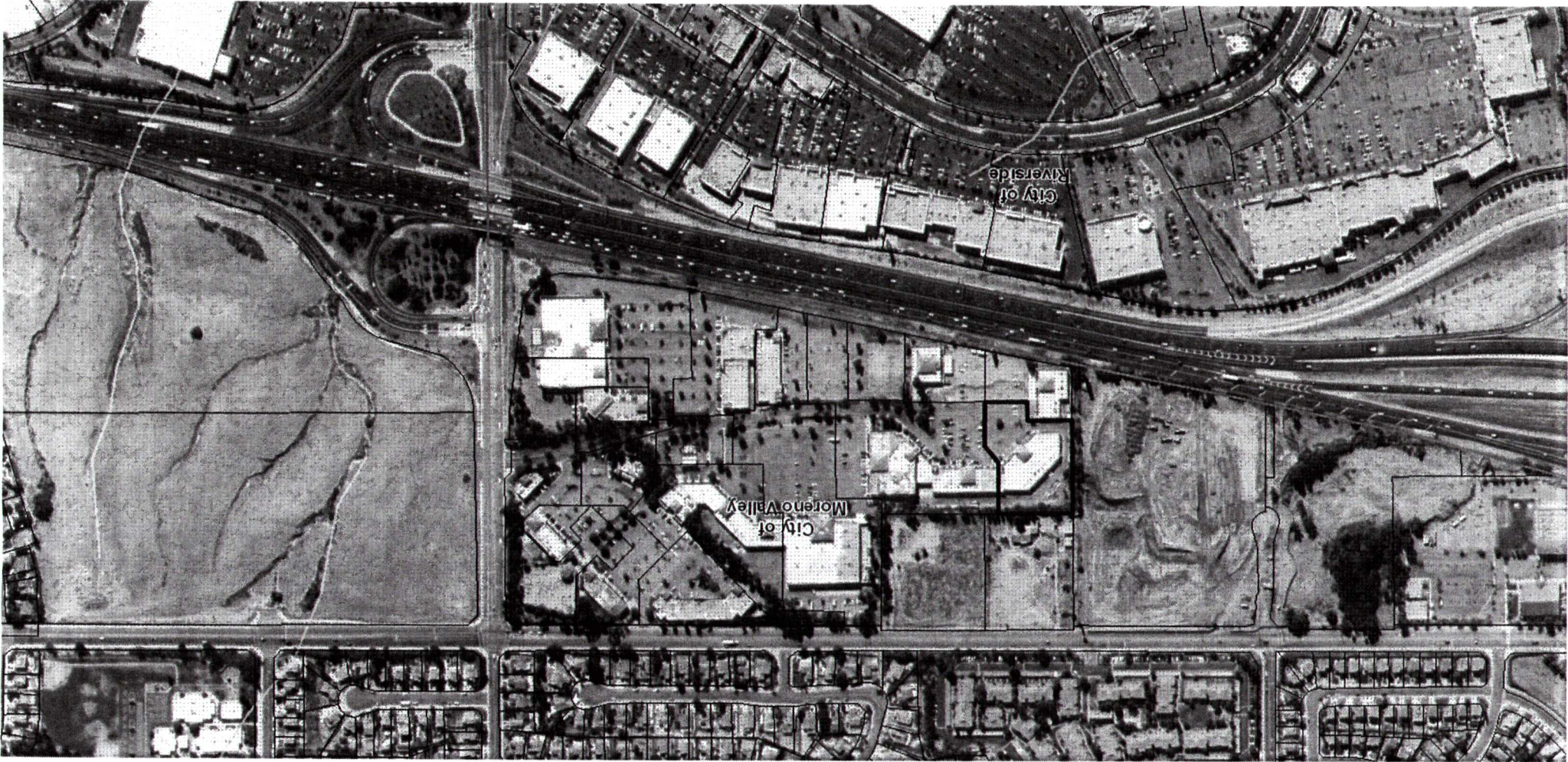
**Attention: Mike Sullivan, Senior Environmental Planner,**  
**Facilities Management,**  
**3133 Mission Inn Avenue, Riverside, CA 92507**

**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





# Exhibit A

FY 2021/22

DPSS

12125 Day Street, Moreno Valley

## **ESTIMATED AMOUNTS**

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

Current Office:	17,026 SQFT	
Approximate Cost per SQFT(Oct-June)	\$ 1.91	
Lease Cost per Month(Oct-June)	\$ 32,461.70	
Total Lease Cost(Oct-June)		<u>\$ 292,155.30</u>
<b>Total Estimated Lease Cost for FY 2021/22</b>		<b><u>\$ 292,155.30</u></b>

### **Estimated Additional Costs:**

Utility Cost per SQFT	\$ 0.12	
Estimated Utility Costs per Month	<u>\$ 2,043.12</u>	
Total Estimated Utility Cost(Oct-June)		<u>\$ 18,388.08</u>
<b>Total Estimated Utility Cost for FY 2021/22</b>		<b><u>\$ 18,388.08</u></b>

FM Lease Management Fee as of 7/1/2021	4.86%	<u>\$ 14,198.75</u>
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<b>TOTAL ESTIMATED COST FOR FY 2021/22</b>		<b><u><u>\$ 324,742.13</u></u></b>
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<b>TOTAL COUNTY COST</b>	<b>0%</b>	<b>\$ -</b>
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# Exhibit B

FY 2022/23

DPSS

12125 Day Street, Moreno Valley

## **ESTIMATED AMOUNTS**

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

Current Office:	17,026 SQFT	
Approximate Cost per SQFT(July-Sept)	\$ 1.91	
Approximate Cost per SQFT(Oct-June)	\$ 1.95	
Lease Cost per Month(July-Sept)	\$ 32,461.70	
Lease Cost per Month(Oct-June)	\$ 33,273.24	
Total Lease Cost(July-Sept)		\$ 97,385.10
Total Lease Cost(Oct-June)		\$ 299,459.18
<b>Total Estimated Lease Cost for FY 2022/23</b>		<b>\$ 396,844.28</b>

### **Estimated Additional Costs:**

Utility Cost per SQFT	\$ 0.12	
Estimated Utility Costs per Month	\$ 2,043.12	
<b>Total Estimated Utility Cost FY2022/23</b>		<b>\$ 24,517.44</b>

FM Lease Management Fee as of 07/01/2021	4.86%	\$ 19,286.63
<b>TOTAL ESTIMATED COST FOR FY 2022/23</b>		<b>\$ 440,648.35</b>
<b>TOTAL COUNTY COST</b>	<b>0%</b>	<b>\$ -</b>

# Exhibit C

**FY 2023/24 to FY 2024/25  
DPSS  
12125 Day Street, Moreno Valley**

**ESTIMATED AMOUNTS**

**Total Square Footage to be Leased:**

Current Office: 17,026 SQFT

	FY 2023/24		FY2024/25
Approximate Cost per SQFT(July-Sept)	\$ 1.95	\$	2.00
Approximate Cost per SQFT(Oct-June)	\$ 2.00		
Lease Cost per Month(July-Sept)	33,273.24	\$	34,105.07
Lease Cost per Month(Oct-June)	34,105.07		
Total Lease Cost(July-Sept)	\$ 99,819.73	\$	102,315.22
Total Lease Cost(Oct-June)	\$ 306,945.66		
<b>Total Estimated Lease Cost for FY 2023/24 to FY 2024/25</b>	<b>\$ 406,765.39</b>	<b>\$</b>	<b>102,315.22</b>

**Estimated Additional Costs:**

Utility Cost per SQFT	\$ 0.12	\$	0.12
Estimated Utility Costs per Month	\$ 2,043.12	\$	2,043.12
Total Estimated Utility Cost	<b>\$ 24,517.44</b>	<b>\$</b>	<b>6,129.36</b>

FM Lease Management Fee as of 7/01/2021	4.86%	\$ 19,768.80	\$	4,972.52
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<b>TOTAL ESTIMATED COST FOR FY 2023/24 to FY 2024/25</b>	<b>\$ 451,051.63</b>	<b>\$</b>	<b>113,417.10</b>
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F11 Total Cost		\$ 1,329,859.21	
F11 Total County Cost	0%	\$ -	

1 **EIGHTH AMENDMENT TO LEASE**  
2 **12125 Day Street, Moreno Valley**  
3

4 **THIS EIGHTH AMENDMENT TO LEASE** ("Eighth Amendment"), dated as of  
5 July 20, 2021, is entered into by and between the **COUNTY OF**  
6 **RIVERSIDE**, a political subdivision of the State of California ("County"), and **CANYON**  
7 **SPRINGS PLAZA LIMITED PARTNERSHIP**, a California limited partnership ("Lessor"),  
8 collectively referred to as "Parties"

9 **RECITALS**

10 a. Canyon Springs Investment Trust, an irrevocable Trust dated May 5, 2003,  
11 predecessor-in-interest to Canyon Springs Plaza Limited Partnership, a California limited  
12 partnership, as Lessor, and County entered into that certain Lease dated May 3, 2005  
13 ("Original Lease"), pursuant to which Lessor has agreed to lease to County and County  
14 has agreed to lease from Lessor that certain building located at 12125 Day Street, Suite  
15 S101, Moreno Valley, California ("Premises"), as more particularly described in the  
16 Original Lease.

17 b. The amendments of the Lease are summarized as follows:

18 1. The First Amendment to Lease dated September 27, 2005 ("First  
19 Amendment") by and between County of Riverside and Canyon Springs Investment  
20 Trust to make improvements to the suite.

21 2. The Second Amendment to Lease dated November 30, 2010  
22 ("Second Amendment") by and between County of Riverside and Canyon Springs  
23 Investment Trust to extend the term of the Lease, reduce the rent, provide annual  
24 increases, and amend the notices provision.

25 3. The Third Amendment to Lease dated March 1, 2011 ("Third  
26 Amendment") by and between County of Riverside and Canyon Springs Investment  
27 Trust to add additional rent and amend the County's Representative.  
28

1           4.     The Fourth Amendment to Lease dated August 28, 2012 (“Fourth  
2 Amendment”) by and between the County of Riverside and Canyon Springs Investment  
3 Trust to eliminate the additional rent.

4           5.     The Fifth Amendment to Lease dated January 7, 2014 (“Fifth  
5 Amendment”) by and between the County of Riverside and Canyon Springs Investment  
6 Trust to expand the premises with tenant improvements, extend the term, and increase  
7 the rent.

8           6.     The Sixth Amendment to Lease dated March 24, 2015 (“Sixth  
9 Amendment”) by and between the County of Riverside and Canyon Springs Investment  
10 Trust to expand the premises with tenant improvements and increase the rent.

11           7.     The Seventh Amendment to Lease dated October 2, 2018  
12 (“Seventh Amendment”) by and between the County of Riverside and Canyon Springs  
13 Investment Trust, an irrevocable Trust dated May 5, 2003, to extend the term, update  
14 the periodic services to the Premises, and amend the monthly rent.

15           8.     The Original Lease together with all Amendments are hereinafter  
16 referred to as the (“Lease”).

17           9.     The Parties now desire to amend the Lease to extend the term,  
18 amend the rental amounts, and modify the termination language.

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

21           1.     TERM. Section 4 of the Lease is amended by adding the following:  
22 The term of the Lease shall be extended by three (3) years commencing on October 1,  
23 2021 and expiring on September 30, 2024.

24           2.     RENT. Section 5.1 and 5.2 of the Lease shall be amended by adding the  
25 following:

26                 Section 5.1. Effective October 1, 2021 rent shall be \$32,461.70 per month.

27                 Section 5.2. Rent shall increase by 2.5% on each anniversary date,  
28 effective October 1, 2022.

1           3.       COUNTY'S RIGHT TO EARLY TERMINATION.       Section 6.4 of the  
2 Lease is amended by adding the following:

3 The County has the option to terminate the Lease after October 1, 2022 with ninety (90)  
4 days written notice to Lessor. County can provide written notice any time after July 1,  
5 2022.

6           4.       EIGHTH AMENDMENT TO PREVAIL. The provisions of this Eighth  
7 Amendment shall prevail over any inconsistency of conflicting provisions of the Lease,  
8 as heretofore amended, and shall supplement the remaining provisions thereof.

9           5.       MISCELLANEOUS. Except as amended or modified herein, all the terms  
10 of the Original Lease shall remain in full force and effect and shall apply with the same  
11 force and effect. Time is of the essence in this Amendment and the Lease and each and  
12 all of their respective provisions. Subject to the provisions of the Lease as to assignment,  
13 the agreements, conditions, and provisions herein contained shall apply to and bind the  
14 heirs, executors, administrators, successors and assigns of the parties hereto. If any  
15 provisions of this Amendment or the Lease shall be determined to be illegal or  
16 unenforceable, such determination shall not affect any other provision of the Lease and  
17 all such other provisions shall remain in full force and effect. The language in all parts  
18 of the Lease shall be construed according to its normal and usual meaning and not  
19 strictly for or against either Lessor or County. Neither this Amendment, nor the Original  
20 Lease, nor any notice, nor memorandum regarding the terms hereof, shall be recorded  
21 by County.

22           6.       EFFECTIVE DATE. This Eighth Amendment to Lease shall not be binding  
23 or consummated until its approval by the Riverside County Board of Supervisors and  
24 fully executed by the Parties.

(Signatures on the following page)

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

3 COUNTY:  
4 COUNTY OF RIVERSIDE,  
5 A political subdivision of the State  
6 California

LESSOR:  
7 CANYON SPRINGS PLAZA LIMITED  
8 PARTNERSHIP, a California limited of  
9 partnership, by its' Manager, Canyon  
10 Springs Management, LLC, a California  
11 limited liability company

12 By: Karen S. Spiegel  
13 Karen Spiegel, Chair  
14 Board of Supervisors

By: Jason J. Radwan  
15 Jason J. Radwan,  
16 Manager

17 ATTEST:  
18 Kecia Harper  
19 Clerk of the Board

By: Priscilla Kasso  
20 Deputy

21 APPROVED AS TO FORM:  
22 Gregory P. Priamos, County Counsel

By: Wesley Stanfield  
23 Wesley Stanfield  
24 Deputy County Counsel

25 CD:ar/04272021/MV050/30.508  
26  
27  
28