

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



**ITEM: 3.23
(ID # 17573)**

MEETING DATE:
Tuesday, June 07, 2022

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE) AND RIVERSIDE UNIVERSITY HEALTH SYSTEMS – BEHAVIORAL HEALTH (RUHS-BH): Ratification and Approval of Third Amendment to Lease with Kaali Commercial, LLC, Indio, 2-Year Lease Extension, CEQA Exempt, District 4. [\$390,390 - Federal 63%, State 13%, Grants/MOU/Drug Program 24%] (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 Third Amendment to Lease 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


Rose Salgado, Director of Facilities Management 11/22/2021


Matthew Chang, Director 5/17/2022

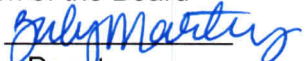

Aaron Gettis, Deputy County Counsel 5/25/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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
Absent: None
Date: June 7, 2022
xc: FM-RE, RUHS-BH, Recorder

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**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	\$161,153	\$196,402	\$390,390	\$ 0
NET COUNTY COST	\$0	\$0	\$0	\$ 0
SOURCE OF FUNDS: Federal 63%, State 13%, Grants/MOU/Drug Program 24%			Budget Adjustment: No	
			For Fiscal Year: 2021/22- 2023/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Third Amendment to Lease (Amendment) represents a request from Riverside University Health System – Behavioral Health (RUHS-BH) to extend the lease for its offices located at 83-912 Avenue 45, Suites 1, 3, 5, 7, 8 and 9 in Indio for two (2) years commencing September 1, 2021. The Amendment includes the right to terminate by the County after September 1, 2022, for any reason.

Pursuant to the California Environmental Quality Act (CEQA), the 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) Common Sense exemption. The proposed project, the Amendment, is the continuation of the letting of property involving existing facilities with no significant physical changes, and no expansion of an existing use will occur.

The Amendment is summarized as follows:

Lessor: Kaali Commercial, LLC
44-917 Golf Center Parkway, Suite 5
Indio, California 92201

Location: 83-912 Avenue 45, Suites 1, 3, 5, 7, 8, and 9
Indio, California

Term: September 1, 2021 through August 31, 2023

Termination: County has the right to terminate the lease for any reason after September 1, 2022, with 60-day written notice

Size: 8,550 square feet

Rent:

Current	New
\$ 1.65 per sq. ft.	\$ 1.68 per sq. ft.
\$ 14,065.44 per month	\$ 14,390.00 per month
\$168,785.28 per year	\$172,680.00 per year

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

Rent Adjustment:	Two percent annual increase
Utilities:	County pays for telephone and electrical services; Landlord pays for all other services.
Custodial:	Provided and paid by Lessor
Maintenance:	Provided and paid by Lessor

The attached Amendment has been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

This facility continues to provide effective, efficient, and culturally sensitive community-based services to individuals with mental illness, substance use disorder, and those on conservatorship that enable them to achieve and maintain their optimal level of healthy personal and social functioning.

Additional Fiscal Information

All associated costs for this Amendment will be fully funded through the RUHS-BH budget. RUHS-BH has budgeted these costs in FY2021/22-FY2023/24. Facilities Management-Real Estate (FM-RE) will pay the Lease costs to the Lessor, and RUHS-BH will reimburse FM-RE for all associated Lease costs on a monthly basis. RUHS-BH and FM are not requesting a budget adjustment at this time.

See attached Exhibits A & B for a Fiscal Year breakdown of costs

Contract History and Price Reasonableness

This Amendment has been in place since June 17, 2008, and this is a 2-year lease extension. The lease rate is deemed competitive based upon the current market.

ATTACHMENTS:

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

TNK:sc/11022021/IN039/30.603


Meghan Hahn, Senior Management Analyst 5/26/2022

Exhibit A

FY 2021/22

RUHS- Behavioral Health

83-912 Avenue 45, Suites 1,3,5,7,8 & 9, Indio

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	8,550 SQFT	
Approximate Cost per SQFT(Sept-June)	\$ 1.68	
Lease Cost per Month(Sept-June)	\$ 14,390.00	
Total Lease Cost(Sept-June)		\$ 143,900.00
Total Estimated Lease Cost for FY 2021/22		\$ 143,900.00

Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12	
Estimated Utility Costs per Month	\$ 1,026.00	
Total Estimated Utility Cost(Sept-June)		\$ 10,260.00
Total Estimated Utility Cost for FY 2021/22		\$ 10,260.00

FM Lease Management Fee as of 7/1/2021	4.86%	\$ 6,993.54
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TOTAL ESTIMATED COST FOR FY 2021/22		\$ 161,153.54
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TOTAL COUNTY COST	0%	\$ -
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Exhibit B

FY 2022/23

RUHS- Behavioral Health

83-912 Avenue 45, Suites 1,3,5,7,8 & 9, Indio

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	8,550 SQFT	
Approximate Cost per SQFT(July-Aug)	\$ 1.68	
Approximate Cost per SQFT(Sept-June)	\$ 1.72	
Lease Cost per Month(July-Aug)		\$ 14,390.00
Lease Cost per Month(Sept-June)		\$ 14,677.80
Total Lease Cost(July-Aug)		\$ 28,780.00
Total Lease Cost(Sept-June)		\$ 146,778.00
Total Estimated Lease Cost for FY 2022/23		\$ 175,558.00

Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12	
Estimated Utility Costs per Month		\$ 1,026.00
Total Estimated Utility Cost FY2022/23		\$ 12,312.00

FM Lease Management Fee as of 07/01/2021	4.86%	\$ 8,532.12
TOTAL ESTIMATED COST FOR FY 2022/23		\$ 196,402.12
TOTAL COUNTY COST	0%	\$ -

Exhibit C

FY 2023/24

RUHS- Behavioral Health

83-912 Avenue 45, Suites 1,3,5,7,8 & 9, Indio

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office: 8,550 SQFT

FY 2023/24

Approximate Cost per SQFT(July-Aug) \$ 1.72

Lease Cost per Month(July-Aug) 14,677.80

Total Lease Cost(July-Aug) \$ 29,355.60

Total Estimated Lease Cost for FY 2023/24
\$ 29,355.60

Estimated Additional Costs:

Utility Cost per SQFT \$ 0.12

Estimated Utility Costs per Month \$ 1,026.00

Total Estimated Utility Cost \$ 2,052.00

FM Lease Management Fee as of 7/01/2021 \$ 1,426.68

TOTAL ESTIMATED COST FOR FY 2023/24
\$ 32,834.28

F11 Total Cost \$ 390,389.94

F11 Total County Cost \$ -

0%

1 **THIRD AMENDMENT TO LEASE**

2 **83-912 Avenue 45, Suites 1, 3, 5, 7, 8 and 9, Indio, California**

3
4 **THIS THIRD AMENDMENT TO LEASE** (“3rd Amendment”), dated as of
5 JUN 07 2022, is entered by and between the COUNTY OF RIVERSIDE, a
6 political subdivision of the State of California, herein referred to as “County” or
7 “Lessee”, and KAALI COMMERCIAL, LLC, a California Limited Liability Company, as
8 “Lessor”, successor-in-interest to SEECON XVII TIC (“Seecon”). Lessor and County
9 are sometimes collectively referred to herein as the “Parties.”

10 **RECITALS**

11 a. Seecon and County entered into that certain Lease, dated June 17, 2008,
12 (the “Original Lease”) pursuant to which Seecon agreed to lease to County and County
13 agreed to lease from Seecon that certain building located at 83-912 Avenue 45, Suites
14 3, 5, 7, 8 and 9, Indio, California (the “Building”), as more particularly described in the
15 Lease (the “Original Premises”).

16 b. The Original Lease has been amended by:

17 i. That certain First Amendment to Lease dated August 20, 2013, by
18 and between County of Riverside and Seecon XVII TIC, whereby the Parties agreed to,
19 among other things, extend the term of the Lease, amend the monthly rent amount,
20 and account for improvements performed by Lessor.

21 ii. That certain Second Amendment to Lease dated July 12, 2016, by
22 and between County of Riverside and Seecon XVII TIC, whereby the Parties amended
23 the Lease to add Suite 1, consisting of 2,350 rentable square feet (the “Expansion
24 Space”), extend the term, to amend the monthly rent amount, reduce the annual
25 escalator, and perform improvements to the Expansion Space. The Original Premises
26 and the Expansion Space are collectively referred to herein as the “Premises”.

27 c. On May 17, 2017, County received notification of a change of ownership
28 from Seecon XVII TIC to Steven Kaali of Kaali Commercial LLC.

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1 d. The Original Lease together with this Amendment are collectively referred
2 to herein as the "Lease."

3 e. The Parties now desire to amend the Lease to extend the term period,
4 amend the rental amounts, and add a termination clause.

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

7 1. **TERM.** Section 3 (a) of the Lease is hereby amended to extend the
8 Lease for two (2) years commencing on September 1, 2021 and shall expire on August
9 31, 2023.

10 2. **RENT.** Section 5 (a) of the Lease is hereby amended by the following:
11 Commencing September 1, 2021, County shall pay to Lessor the sum of \$14,390.00
12 monthly. For purposes of clarity, the annual increase of monthly rent shall remain at a
13 rate of two (2%) percent.

14 3. **COUNTY'S RIGHT TO EARLY TERMINATION.** County shall have the
15 right to terminate this Lease for any reason after September 1, 2022, by providing
16 Lessor sixty (60) days advance written notice.

17 4. **IMPROVEMENTS BY LESSOR.** Section 9 of the Original Lease is
18 hereby amended by adding subsection (d).
19 Between September 1, 2021, and September 1, 2022, upon County request, Lessor
20 shall repair flooring in all suites at Lessors sole cost and expense. County will be
21 responsible for removal and return of furniture, computers, printers, and employee's
22 personal items required to repair the flooring.

23 5. **CAPITALIZED TERMS.** Third Amendment to Prevail. Unless defined
24 herein or the context requires otherwise, all capitalized terms herein shall have the
25 meaning defined in the Lease, as heretofore amended. The provisions of this Third
26 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease,
27 as heretofore amended, and shall supplement the remaining provisions thereof.

28

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

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

(Signatures on the following page)

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

3
4 LESSEE:

5 COUNTY OF RIVERSIDE,
6 a political subdivision of the
7 State of California

8 By: 

9 Jeff Hewitt, Chair
10 Board of Supervisors

LESSOR:

KAALI COMMERCIAL, LLC,
a California Limited Liability Company

By: 

Steven Kaali-Nagy
Manager

11 ATTEST:

12 Kecia Harper
13 Clerk of the Board

14 By: 

15 Deputy

16 APPROVED AS TO FORM:

17 ~~Gregory P. Priamos, County Counsel~~

18
19 By: 

20 Wesley W. Stanfield
21 Deputy County Counsel

22
23
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25
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27 CD:ar/03042022/IN039/30.603

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

FOR COUNTY CLERK USE ONLY

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

6/9/22
Date

Jm
Initial

NOTICE OF EXEMPTION

March 9, 2022

Project Name: Riverside University Health System - Behavioral Health (RUHS-BH) Third Amendment to Lease, Indio

Project Number: FM042341003900

Project Location: 83-912 Avenue 45, South of Interstate 10, east of Golf Center Parkway/Indio Center Drive, adjacent to the north of Van Buren Street, Indio, California 92201; Assessor's Parcel Number (APN) 611-392-025

Description of Project: RUHS-BH has been utilizing 8,550 square feet of office space within a facility located at 83-912 Avenue 45, Suites 1, 3, 5, 7, 8, and 9 in Indio, California. RUHS-BH has been under lease since June 17, 2008 and now seeking a Third Amendment s to extend the Lease Agreement with Kaali Commercial, LLC, successor-in-interest to Seecon XVII TIC for two years, commencing September 1, 2021 and terminating August 31, 2023. The new term will be terminable by the County after four months for any reason. The Third Amendment to the Lease Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would not result in an increase in capacity or physical expansion. No significant physical changes would occur as a result of the Third Amendment to the Lease Agreement.

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 Third 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 Third Amendment to the Lease Agreement is a contractual action to permit the continued operation of public services at the existing facility for an additional one-year term. The lease extension would continue to provide services within the existing building and consistent with the existing land use, and no substantial increase in capacity would be created by the project. Therefore, the project is exempt as it meets the scope and intent of the Categorical 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 Third Amendment to the Lease Agreement 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: 3-9-2022

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: RUHS-BH Third Amendment to Lease, Indio

Accounting String: 524830-47220-7200400000 - FM042341003900

DATE: March 9, 2022

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: March 9, 2022
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 # FM042341003900**
RUHS-BH Third Amendment to Lease, Indio

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

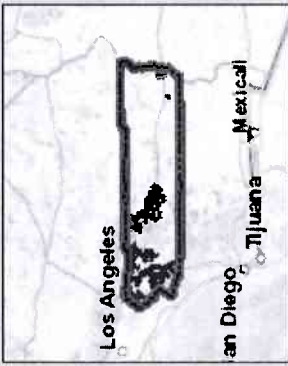
If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file

83-912 Avenue 45, Suites 1,3,5,7,8,&9, Indio, CA

Riverside University Health Systems - Behavioral Health



Legend



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... 10/26/2021 2:59:34 PM

© Riverside County GIS

Notes
IN039: Third Amendment to Lease
APN: 611-392-025



State of California - Department of Fish and Wildlife
2022 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
 DFW 753.5a (REV. 01/01/22) Previously DFG 753.5a

RECEIPT NUMBER:
 22-224553
 STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY RIVERSIDE COUNTY FACILITIES MANAGEMENT	LEAD AGENCY EMAIL	DATE 06/13/2022
COUNTY/STATE AGENCY OF FILING RIVERSIDE	DOCUMENT NUMBER E-202200537	

PROJECT TITLE
 RIVERSIDE UNIVERSITY HEALTH SYSTEM-BEHAVIORAL HEALTH (RUHS-BH) THIRD AMENDMENT TO LEASE, INDIO

PROJECT APPLICANT NAME RIVERSIDE COUNTY FACILITIES MANAGEMENT	PROJECT APPLICANT EMAIL	PHONE NUMBER (951) 955-8009
PROJECT APPLICANT ADDRESS 3450 14TH ST. 2ND FLOOR,	CITY RIVERSIDE	STATE CA
		ZIP CODE 92501

PROJECT APPLICANT (Check appropriate box)

Local Public Agency School District Other Special District State Agency Private Entity

CHECK APPLICABLE FEES:


- Environmental Impact Report (EIR) \$3,539.25 \$ _____
- Mitigated/Negative Declaration (MND)(ND) \$2,548.00 \$ _____
- Certified Regulatory Program (CRP) document - payment due directly to CDFW \$1,203.25 \$ _____
- Exempt from fee
 - Notice of Exemption (attach)
 - CDFW No Effect Determination (attach)
- Fee previously paid (attach previously issued cash receipt copy)
- Water Right Application or Petition Fee (State Water Resources Control Board only) \$850.00 \$ _____
- County documentary handling fee \$ _____ \$50.00
- Other \$ _____

PAYMENT METHOD:

- Cash Credit Check Other
- TOTAL RECEIVED \$ _____ \$50.00

SIGNATURE X <i>W. Sandoval</i>	AGENCY OF FILING PRINTED NAME AND TITLE Deputy
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County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA

FOR COUNTY CLERK USE ONLY		
FILED / POSTED		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-20220537 06/13/2022 12:50 PM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

March 9, 2022

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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 Third 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 Third Amendment to the Lease Agreement is a contractual action to permit the continued operation of public services at the existing facility for an additional one-year term. The lease extension would continue to provide services within the existing building and consistent with the existing land use, and no substantial increase in capacity would be created by the project. Therefore, the project is exempt as it meets the scope and intent of the Categorical 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 Third Amendment to the Lease Agreement 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: 3-9-2022

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