

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



ITEM: 3.22
(ID # 19645)

MEETING DATE:

Tuesday, August 30, 2022

FROM : FACILITIES MANAGEMENT AND DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS) :

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE) and DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approval of the Fifth Amendment to Lease with Grae La Sierra, LLC, 11060 Magnolia Avenue, Riverside, Tenant Improvements, CEQA Exempt, District 1. [\$4,297,005 - Federal 54%; State 20%; Realignment 22%; County 4%] (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, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), Common Sense exemption;
2. Approve the attached Fifth Amendment to Lease with Grae La Sierra, LLC, a California limited liability company 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


Sayori Baldwin, DPSS Director 8/18/2022


Rose Salgado, Director of Facilities Management 8/22/2022


Vincent Yzaguirre 8/22/2022

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: August 30, 2022
xc: FM, DPSS, Recorder

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|---|---------------------|
| COST | \$554,452 | \$1,663,357 | \$4,297,005 | \$0 |
| NET COUNTY COST | \$22,178 | \$66,534 | \$171,880 | \$0 |
| SOURCE OF FUNDS: Federal 54%; State 20%; Realignment 22%; County 4% | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 2022/23-2025/26 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 10, 2007 (M.O. 3.12), the County of Riverside (County), on behalf of the Department of Public Social Services (DPSS), Self Sufficiency Division, entered into a lease with Grae La Sierra, LLC, a California limited liability company (Lessor), at 11060 Magnolia Avenue, Riverside (Lease). DPSS Children's Services Division occupies the contiguous facility at 11070 Magnolia Avenue, Riverside and is underway with consolidation plans to vacate this facility. The merging of these two DPSS programs into 11060 Magnolia Avenue, Riverside, will require tenant improvements to accommodate the transition and effect this consolidation plan.

The Fourth Amendment to Lease (Amendment) dated November 9, 2021, Item #3.4, addressed the required tenant improvements for this consolidation, which included modifications to the lobby and staff areas to support the consolidated programs. The cost of tenant improvements to be reimbursed by County was \$3,500,000 which included a County contingency in the amount of \$325,403.00.

To date, the project planning, construction documents and cost estimating have been completed. During this time market conditions have changed with regards to material lead times and costs, which have increased substantially. As a result, the project costs have increased in advance of the Lessor securing a construction contract, and the formerly approved budget requires an increase to adequately provide for the current costs for materials and labor and update the included contingency for unforeseen changes. Consequently, the not-to-exceed project budget amount of \$3,500,000.00 shall be increased by \$400,000 to \$3,900,000.00. The savings enjoyed through this consolidation plan and reduction of space will be approximately \$1,300,000 annually in rent and operational costs.

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Pursuant to the California Environmental Quality Act (CEQA), the Amendment was reviewed and determined to be categorically exempt from CEQA under State 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.

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

A summary of the Lease is as follows:

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

Term: Expires September 30, 2025

Tenant Improvements: Not to exceed \$3,900,000.00. Actual cost to be reimbursed to Lessor on a monthly basis, including 6% interest, through the end of the current term, September 30, 2025.

Impact on Residents and Businesses

The continued occupancy at this location will allow the Department of Public Social Services to continue to provide beneficial services to residents of the region while saving costs with the consolidation of the Children's Services and Self Sufficiency Divisions. The impact on businesses in the surrounding area will be positive as DPSS continues to occupy this facility.

Additional Fiscal Information

See attached Exhibits A, B and C. All associated costs for this Lease will be budgeted in FY22/23-FY25/26 by DPSS. DPSS will reimburse FM-RE for all Lease costs on a monthly basis.

Contract History and Price Reasonableness

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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| <u>Lease & Amendments</u> | <u>Date and M.O.</u> |
|-------------------------------|------------------------------|
| Lease | April 10, 2007 (M.O. 3-12) |
| First Amendment | June 7, 2011 (M.O. 3-39) |
| Second Amendment | November 7, 2017 (M.O. 3-3) |
| Third Amendment | October 20, 2020 (M.O. 3-11) |
| Fourth Amendment | November 9, 2021 (M.O. 3.4) |

ATTACHMENTS:

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

MH:sc/07192022/RV243/30.776



Meghan Hahn, Senior Management Analyst 8/22/2022

1 **FIFTH AMENDMENT TO LEASE**

2 **11060 Magnolia Avenue, Riverside, California**

3
4 This **FIFTH AMENDMENT TO LEASE** ("Fifth Amendment") dated as of
5 AUG 30 2022, 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 **1. Recitals.**

10 a. Lessor and County have entered into that certain Lease, dated
11 April 10, 2007, ("Original Lease") pursuant to which Lessor has agreed to lease to
12 County and County has agreed to lease from Lessor that certain building located at
13 11060 Magnolia Avenue, in the City of Riverside, State of California, as more
14 particularly shown in the Original Lease (the "Original Premises").

15 b. The Original Lease has been amended by:

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

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

22 That certain Third Amendment to Lease dated October 20, 2020, by and
23 between Grae La Sierra, LLC, and the County ("Third Amendment"), whereby the
24 Parties amended the Lease to extend the lease term, modify the rent, add day porter
25 services, and complete tenant improvements.

26 That certain Fourth Amendment to Lease dated November 9, 2021, by and
27 between Grae La Sierra, LLC, and the County ("Fourth Amendment"), whereby the
28 Parties amended the Lease to complete tenant improvements.

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

3 d. County and Lessor desire to further amend the Lease to request
4 additional funds to complete tenant improvements and the addresses for both parties
5 under the Notice section.

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

8 **2. Alterations and Additions.** Section 11.5 shall be deleted in its entirety
9 and replaced with:

10 **11.5 Additional Improvements by Lessor.** Lessor shall, at Lessor's
11 sole expense, subject to reimbursement of the total costs by County, complete tenant
12 improvements per the attached Exhibit "A." Work can be performed during normal
13 business hours, after work hours or on weekends. Costs of tenant improvements as
14 paid for by Lessor shall not exceed three million nine hundred thousand dollars
15 (\$3,900,000.00). County shall reimburse Lessor on a monthly basis as follows:

16 **11.5.1** County shall pay to Lessor a monthly tenant
17 improvement payment to reimburse Lessor for tenant improvement costs set forth in
18 the attached Exhibit "B." The monthly payments shall be based on the amortized costs
19 set forth in the attached Exhibit "C," and shall be amortized at a rate of 6% interest as
20 reimbursement for the costs of tenant improvements made by Lessor.

21 **11.5.2** County shall reimburse Lessor on a monthly basis for
22 tenant improvement costs for the duration of the existing Term. Monthly payments will
23 commence upon substantial completion of the tenant improvements and expire on
24 September 30, 2025. Tenant improvement payments are separate from rent payments,
25 and not subject to the annual 2% increase.

26 **11.5.3** Exhibits "B" and "C" are subject to change, based on
27 actual costs determined after the substantial completion of the tenant improvements.
28

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

2 County's Notification Address:

3 County of Riverside

4 Facilities Management – Real Estate Division

5 3450 14th Street, Suite 200

6 Riverside, CA 92501

7 ATTN: Deputy Director of Real Estate

8 Lessor's Notification Address:

9 Grae La Sierra, LLC

10 11693 San Vicente Blvd., Suite 383

11 Los Angeles, CA 90049

12 ATTN: Rick Edwards

13 **4. Fifth Amendment to Prevail.** The provisions of this Fifth Amendment
14 shall prevail over any inconsistency of conflicting provisions of the Lease, as heretofore
15 amended, and shall supplement the remaining provisions thereof.


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

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

3
4 **COUNTY:**
County of Riverside, a political
5 subdivision of the State of California

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

6
7
8 By: 
Jeff Hewitt, Chairman
Board of Supervisors

By: 
Rick Edwards, Manager

9
10 **ATTEST:**
11 Kecia R. Harper
Clerk of the Board

12
13
14 By: 
15 Deputy

16
17
18 **APPROVED AS TO FORM:**
County Counsel

19
20 By: 
Ryan Yabko
Deputy County Counsel

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27 MH:sc/07252022/RV243/30.776

28
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EXHIBIT A

SCOPE OF WORK - DETAIL

PAGE: 1 of 6
July 15, 2021

PROJECT NAME: DPSS La Sierra - Self Sufficiency & CSD Consolidation
DPSS PROJECT NO.: 19/20-0137

| DIVISION 1 - GENERAL REQUIREMENTS / GENERAL CONDITIONS | |
|--|--|
| I.01 | Acquire building permits and submit costs for reimbursement as necessary. |
| I.02 | Provide Part-time, off-site Project Management. |
| I.03 | Provide Full-time, on-site Supervision. |
| I.04 | Provide Full-time, qualified "competent" person to ensure full safety compliance. |
| I.05 | Provide Part-time, off-site Project Engineer. |
| I.06 | Compliance with Owner's Site Safety Requirements at all times |
| I.07 | Prepare and submit a Job Hazard Analysis as necessary |
| I.08 | Prepare and submit a Risk Mitigation Plan as necessary |
| I.09 | Maintain project schedule and distribute to Owner's Representative as required |
| I.10 | Review and process all required project documents; RFIs, Submittals, Schedules, etc |
| I.11 | Conduct and track all required meetings including documentation |
| I.12 | Coordinate with all Owner's direct contractors. |
| I.13 | Coordinate with all Owner's entities, agencies, and Authorities Having Jurisdiction (AOJ's); Fire Department, ESH&M, |
| I.14 | Coordinate all inspections, quality control reviews, commissioning, etc. |
| I.15 | Furnish required close-out documents, as-builts, etc. Provide scanned copy of as-builts to architect, owner, and DPSS. |
| I.16 | Provide electronic CAD drawing of as-built plans to DPSS. |
| I.17 | Waste materials to be removed per CalGreen Recycle standards |
| I.18 | The site shall be maintained free of all debris at all times. Provide roll-off trash and other bins for proper disposal of |
| I.19 | The site shall be maintained free of Owner's materials and equipment and debris at all times. |
| I.20 | Coordinate with user to provide construction notification to adjacent tenants. |
| I.21 | Safety Training: personnel training, monitoring, installing required signage, providing necessary PPE and full time |
| I.22 | Provide certified payroll reports to Owner and DPSS per California Department of Industrial Relations and applicable laws. |
| I.23 | Jobsite security to provided by Owner. |
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SCOPE OF WORK - DETAIL

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| DIVISION 2 - SITE CONSTRUCTION | |
| EXTERIOR SITE DEMOLITION | |
| 2.01 | Protect public from construction debris and Foreign Object Damage (FOD) with temporary chain-link fencing, delineators, warning tape, trench plate, signage, etc. |
| 2.02 | Sawcut break and remove existing asphalt pavement for new electrical trench for gate power and communications. |
| 2.03 | Demo existing steel fencing, vehicular and pedestrian gates, and motors, controllers, and associated bollards. |
| INTERIOR BUILDING SITE DEMOLITION & CONSTRUCTION | |
| 2.04 | Protect all existing adjacent areas from construction debris and FOD with visqueen partitions. |
| 2.05 | Removal, haul off and disposal of all items required to be demolished as shown on plan. All debris to be disposed of per City of Riverside, C&D Debris Re-Use & Recycle Program standards. |
| 2.06 | Disconnect, safe off, and make physical separation for systems to be demolished. |
| 2.07 | Demolish and remove remaining loose furniture, fixtures, and equipment (FF&E) as required. |
| 2.08 | Demolish and remove built in casework. |
| 2.09 | Demolish and remove existing wall construction including all doors, frames, hardware, windows, and sidelights. |
| 2.1 | Demolish and remove all floor and wall tile. |
| 2.11 | Demolish and remove all carpet tile flooring and vinyl base. |
| 2.12 | Demolish and remove existing partitions and accessories. |
| 2.13 | Demolish and remove existing restroom plumbing fixtures. |
| 2.14 | Demolish and remove existing suspended acoustical ceiling system. |
| 2.15 | Demolish and remove HVAC grilles/diffusers and ductwork back to Air Handler Unit (AHU). Demo existing HVAC |
| 2.16 | Demolish and remove existing electrical and low voltage conduit, boxes, and wiring back to subpanel. |
| 2.17 | Demolish and remove existing light fixtures and lighting controls. |
| 2.18 | Demolish and remove existing ceiling fans. |
| 2.19 | Selective demolish existing exterior wall for new door openings. |
| 2.2 | Demolish and remove existing exterior window for new door opening. |
| 2.21 | Sawcut, break, and remove concrete slab as required for new plumbing utilities to new restrooms. |
| 2.22 | Sawcut, break, and remove concrete slab as required to install new floor mounted power and low voltage boxes. |
| 2.23 | Remove existing pavement markings as required. |
| 2.24 | Install new pavement markings per new parking layout. |
| 2.25 | Patch back electrical trenches as required. Furnish and set aggregate base, compact as required, and pave back asphalt pavement as required. |
| 2.26 | Furnish and install new 6' high steel fencing with motor and controls for new vehicular gates and pedestrian gates on both ends of bldg. per new site plan. |
| 2.27 | Furnish and install new perimeter security steel fencing to be mounted on top of existing CMU stem wall. |
| 2.28 | Furnish and install new gooseneck stanchions for vehicular gate access controls. |
| DIVISION 3 - CONCRETE | |
| 3.01 | Construct new protective bollards at new fencing access controls. |
| 3.02 | Drill, dowel, and pour back interior plumbing trenches as required. Existing slab thickness assumed to be 6". |
| 3.03 | Drill, dowel, and pour back interior electrical trenches as required. Existing slab thickness assumed to be 6". |
| 3.04 | Float restroom floors to level for installation of flooring. |
| DIVISION 4 - MASONRY | |
| DIVISION 5 - METALS | |
| 5.01 | Provide shop drawings and engineered calculations for new steel beam support for new operable partition walls. |
| 5.02 | Furnish and install new steel support framing for new operable partition walls. Includes new columns, beams, and base plates. Shop drill punchouts for operable partition per layout. |

SCOPE OF WORK - DETAIL

| DIVISION 6 - WOOD & PLASTIC | |
|---|--|
| 6.01 | Temporary wall construction throughout construction area and on interior project perimeter. |
| 6.02 | Provide shop drawings and material samples as required. |
| 6.03 | Construct new staff and public restroom lavatories. Including wall supports and 3/4" plywood subtop. |
| 6.04 | Furnish and install Solid Surface material countertop at staff restroom lavatories. Color TBD by DPSS. |
| 6.05 | Furnish and install Solid Surface Material countertop at public restroom lavatories. Color TBD by DPSS. |
| 6.06 | Construct upper and lower plastic laminate cabinets at Team Decision Making Room. |
| 6.07 | Furnish and install Solid Surface Material countertop at Team Decision Making cabinets. |
| 6.08 | Install Fiberglass Reinforced Panel (FRP) at public restrooms. Install from top of floor base to ceiling. Color TBD by |
| DIVISION 7 - MOISTURE CONTROL | |
| 7.01 | Install anti crack membrane under floor tile at restrooms and lobby. - Add Alternate Bid |
| 7.02 | Furnish and install fiberglass batt insulation at new wall assemblies. |
| 7.03 | Furnish and install sound insulation at walls and ceilings at Interview Rooms only. |
| 7.04 | Patch and repair roofing as required due to new and demolished vent piping and exhaust ducting. |
| 7.05 | Coordinate with all trades to install firestopping at fire rated wall penetrations. |
| 7.06 | Ensure all firestopping is in compliance with regulatory requirements. |
| 7.07 | Coordinate with all trades to caulk and seal as required. |
| DIVISION 8 - DOORS & WINDOWS | |
| 8.01 | At Training Rooms furnish and install (5) STC Rated 40 3-0 x 7-0 paint grade doors on hollow metal frames, including two with sidelights. Including Hardware group 12. |
| 8.02 | At Team Decision Making, Family Visitation, Livescan, & Interview Rooms furnish and install (24) STC 40 3-0 x 7-0 paint grade hollow metal doors and frames including door hardware groups 5 and 11. |
| 8.03 | At Manager and Supply Rooms furnish and install (8) 3-0 x 7-0 veneer doors on timely brown frames including hardware groups 1 and 2. Six of the frames to have integral sidelights. |
| 8.04 | At closet pair doors furnish and install (11) 6-0 x 7-0 paint grade pairs on timely frames including hardware group 9. |
| 8.05 | At Janitor and Storage closets furnish and install (4) 3-0 x 7-0 paint grade doors and frames including hardware group |
| 8.06 | At restrooms furnish and install (4) 3-0 x 7-0 paint grade doors and frames including hardware group 13 and 14. |
| 8.07 | At Exit doors furnish and install (6) 3-0 x 7-0 paint grade doors and frames including hardware group 4 and 15. |
| 8.08 | At Employee Entrance doors furnish and install (8) 3-0 x 7-0 paint grade doors and frames including hardware group 5 access controlled hardware. |
| 8.09 | At Children's Holding Room doors furnish and install (1) 3-0 x 7-0 paint grade doors and frames including hardware |
| 8.10 | Furnish and install two new Record Model 5100 automatic sliding doors for new lobby Public Entry. |
| 8.11 | New sliding door to be manufactured by Record-USA, Model 5100, per DPSS Specifications |
| 8.12 | Provide Record-USA SMART panel and controller, installed behind Receptionist Workstation counter. |
| 8.13 | Provide glazing for new office sidelights. Frames to be integral with door frame. |
| 8.14 | Provide Solyx Frosted Stripe tinting or approved equal at office sidelights. |

SCOPE OF WORK - DETAIL

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| DIVISION 9 - FINISHES | |
|-----------------------|---|
| 9.01 | Patch and repair exterior stucco as required due to new and infilled openings. |
| 9.02 | Construct new partition walls per new floor plan. Provide level 4 finish. |
| 9.03 | Patch and skim coat existing walls. Provide level 4 finish. |
| 9.04 | Construct new hardlid ceilings at restrooms. |
| 9.05 | Furnish and install backing as required for new cabinetry. |
| 9.06 | Scar patching of existing interior and exterior walls as required. |
| 9.07 | Provide water resistant gypsum board at wet areas. |
| 9.08 | Provide additional layers of drywall to sound sensitive rooms as required in design drawings. |
| 9.09 | Provide metal stud blocking at height of t-bar perimeter angle to ensure secure connection. |
| 9.10 | Furnish and install continuous horizontal 2" metal strip backing at 12" OC at restroom lavatories and urinals. |
| 9.11 | Provide blocking for all white boards, tack boards, mirrors, and TV displays. |
| 9.12 | Construct operable wall partition guide framing. |
| 9.13 | Furnish and install porcelain tile at lobby. |
| 9.14 | Furnish and install porcelain cove base at lobby. |
| 9.15 | Furnish and install flooring transitions at lobby. |
| 9.16 | Furnish and install porcelain tile at restroom floors. |
| 9.17 | Furnish and install porcelain cove base or bullnose at restroom floors. |
| 9.18 | Furnish and install standard thresholds. |
| 9.19 | Provide shop drawings and engineered calculations as required. |
| 9.20 | Construct new suspended acoustical ceiling ACT-1 manufactured by Armstrong. |
| 9.21 | Ceiling tiles to be Dune Angled Tegular, white, 2x2. |
| 9.22 | Provide heavy duty suspension grid. Grid to be 769 Prelude XL 15/16" Exposed T Grid. |
| 9.23 | Provide wall angle and seismic restraint clips. |
| 9.24 | Provide 4 way seismic expansion joint clip at main tee and cross tee intersection. |
| 9.25 | Provide compression strut - 3/4" EMT centered between walls. |
| 9.26 | Provide all 12GA hanging wire and bracing splayed bracing wire as required. |
| 9.27 | Furnish and install RB-1 Burke 4" vinyl wall base throughout. |
| 9.28 | Furnish and install LVT-1, Shaw Contract, Luxury Vinyl Tile, 20 Mil, 6"x48" tile at storage rooms. |
| 9.29 | Furnish and install CT-1 Shaw Carpet Tile, Aware collection, color TBD, 24"x24" tile. Pattern layout TBD. |
| 9.30 | Furnish and install WOT-1 Shaw Carpet walk off carpet at automatic sliding door entrance. Tile to be from Path Tile ST034 collection, color Lava 34549, laid in a quarter turn pattern. |
| 9.31 | All new surfaces shall be a 3 coat system - 1 coat primer / 2 coats finish paint. |
| 9.32 | Paint shall be Dunn Edward Suprema line. Colors TBD. |
| 9.33 | Primer shall be compatible with Dunn Edwards Suprema paint, as listed in Dunn Edwards specification. |
| 9.34 | General Office and Restroom walls to be Dunn Edwards Suprema Eggshell or Semi-Gloss. Colors TBD. |
| 9.35 | Paint accent wall at columns, offices, and other select locations shall be Dunn Edwards Suprema, Eggshell Finish. Color TBD. |
| 9.36 | Paint offices and storage rooms, shall be Dunn Edwards Suprema, eggshell finish. Colors TBD. |
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SCOPE OF WORK - DETAIL

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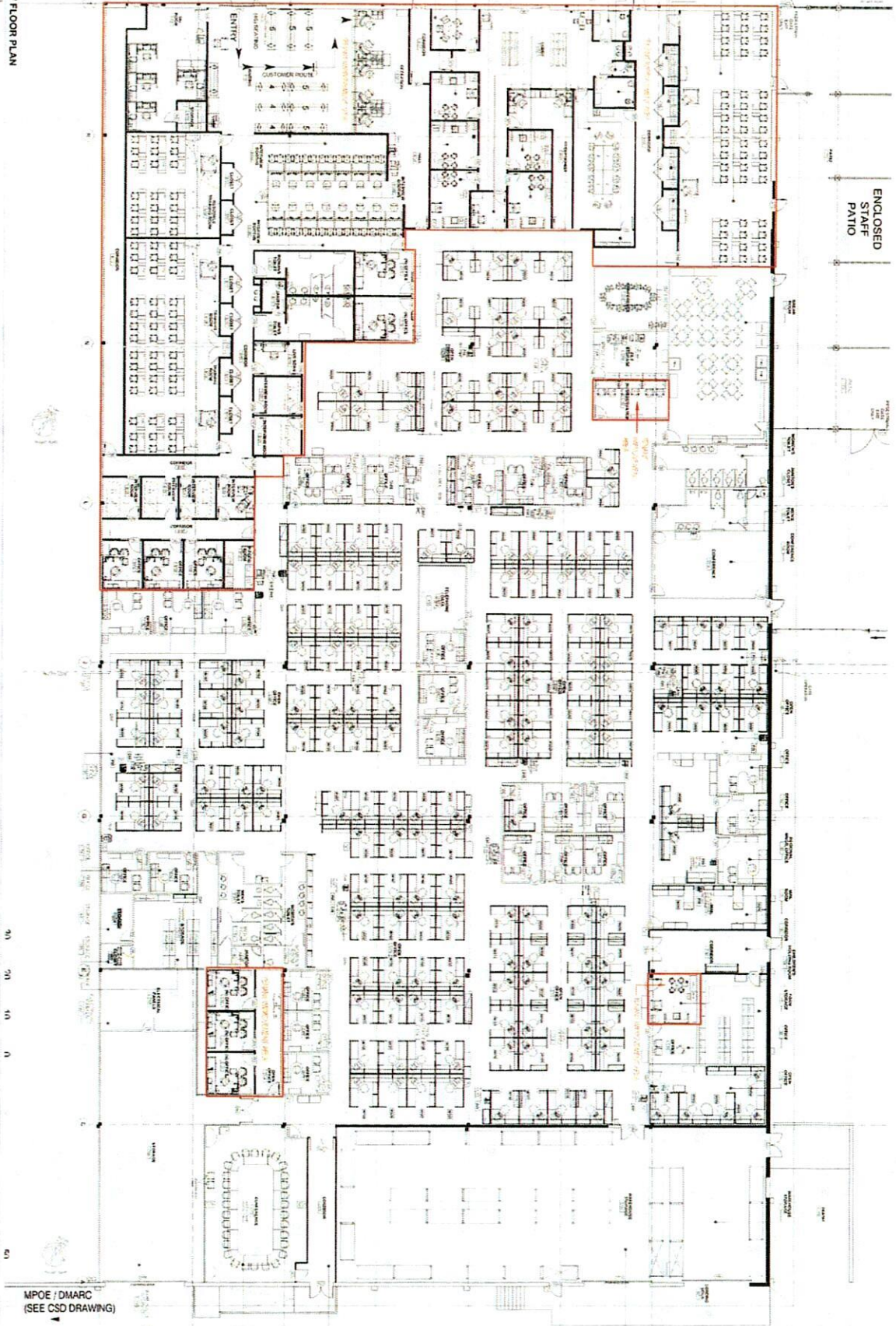
| DIVISION 10 - SPECIALTIES | |
|---|---|
| 10.01 | Furnish and install Inpro, 160 High Impact, 4'H corner guards at corners shown on architectural drawings. |
| 10.02 | Architect shall provide location of egress and site interior and exterior signage to be provided by Contractor. |
| 10.03 | Contractor shall supply commercial aluminum grade signage, posts, and anchors on fence, gates, and portion of renovated parking lot. |
| 10.04 | Interior office and evacuation route signage shall be provided by others. |
| 10.05 | Furnish and install all regulatory required signage. |
| 10.06 | Furnish and install egress wayfinding signage. |
| 10.07 | Furnish and install fire extinguisher cabinet, with extinguisher and required signage. |
| 10.08 | Furnish and install new ASI Global Partitions, HDPE, ADA compliant toilet partitions with continuous stainless steel hardware. Color and Texture TBD. |
| 10.09 | Furnish and install new ASI Global, HDPE, urinal screen. Color and texture TBD. |
| 10.10 | Furnish and install new 36" and 48" grab bars. |
| 10.11 | Furnish and install new toilet seat cover dispenser, toilet tissue dispenser combo units. |
| 10.12 | Furnish and install sanitary napkin disposal. |
| 10.13 | Furnish and install paper towel dispenser / waste receptacle combo unit. |
| 10.14 | Furnish and install automatic, touch-free soap dispensers. |
| 10.15 | Furnish and install baby changing stations. |
| 10.16 | Furnish and install new mirrors. |
| 10.17 | Furnish and install new wall and door restroom signage. |
| 10.18 | Furnish and install removable laminate or stainless steel service cover shroud with security hardware at public restroom lavatories. |
| 10.19 | Furnish and install vinyl wall decals per architectural drawings and specifications. |
| 10.20 | Furnish and install new Hufcor Series 642, STC 49 Paired Panel operable partition wall at Training Rooms 100/101 and 132/133. Fabric color and texture TBD. |
| 10.21 | Include magnetic dry erase mark boards and eraser pockets. |
| 10.22 | Wall system includes a Type 2 pocket door with standard vinyl finish. |
| DIVISION 11 - EQUIPMENT | |
| DIVISION 12 - FURNISHINGS | |
| 12.01 | Furnish and install new cordless ADA compliant window shade coverings as required. |
| 12.02 | Furnish and install new corded window shade coverings as required. |
| 12.03 | Furnish and install standard shade window shade fabric as required. |
| 12.04 | Furnish and install blackout shade window shade fabric as required. |
| 12.05 | Provide window shade tool for end user as required. |
| DIVISION 13 - SPECIAL CONSTRUCTION | |
| DIVISION 14 - CONVEYING SYSTEMS | |

SCOPE OF WORK - DETAIL

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| DIVISION 15 - MECHANICAL | |
|---------------------------------|---|
| 15.01 | Disconnect, safe off, and make physical separation for systems to be demolished. |
| 15.02 | Provide all engineering and design. System to be hydraulically calculated per NFPA 13 and UBC Standards. |
| 15.03 | Obtain City of Riverside Fire Department permit approval. |
| 15.04 | Modify existing fire sprinkler per new room layout, ceiling height, equipment, etc. |
| 15.05 | Provide all piping, sprinkler heads, bracing, trim, etc. as required for complete fire sprinkler system. |
| 15.06 | Disconnect, safe off, and make physical separation for systems to be demolished. |
| 15.07 | Construct new water, waste, vent, and relief piping and all required cleanouts, insulation, supports, hangars, valves / fittings, and other hardware as required. |
| 15.08 | Water piping to be copper pipe and fittings. |
| 15.09 | Above grade sanitary sewer piping to be no hub cast iron pipe. |
| 15.10 | Below grade sanitary sewer piping to be no hub cast iron soil pipe. |
| 15.11 | Above grade vent piping to be no hub cast iron. |
| 15.12 | Below grade vent piping to be no hub cast iron. |
| 15.13 | Indirect drain pipe to be copper piping. |
| 15.14 | Furnish and install new wall mounted ADA compliant water closet with touch-free flush valve. |
| 15.15 | Furnish and install new wall mounted ADA compliant urinal with touch-free flush valve. |
| 15.16 | Furnish and install new ADA compliant undermount sink with censored faucet at lavatories. |
| 15.17 | Furnish and install new service sink in new Janitor's closets. |
| 15.18 | Furnish and install new floor drain with trap primer. |
| 15.19 | Furnish and install new wall cleanouts. |
| 15.20 | Furnish and install new floor cleanouts. |
| 15.21 | Furnish and install new Elkay Hi Low Water Fountains with Bottle Filling Station. |
| 15.22 | Disconnect, safe off, and make physical separation for systems to be demolished. |
| 15.23 | Furnish and install all required flex ductwork, fittings, hangars, etc. as required for new HVAC air distribution system. |
| 15.24 | Furnish and install new ceiling diffusers. |
| 15.25 | Furnish and install new return grilles. |
| 15.26 | Furnish and install new exhaust vents at restrooms. |
| 15.27 | Furnish and install new wall mounted thermostats. Provide thermostat locked cover with keys. |
| 15.28 | Balance entire air distribution system upon completion of work. Provide air balance report to architect and engineer for |
| DIVISION 16 - ELECTRICAL | |
| 16.01 | Disconnect, safe off, and make physical separation for systems to be demolished. |
| 16.02 | Provide new power receptacles as required including all conduit and cabling back to nearest junction box. |
| 16.03 | Provide temporary power, ventilation, and lighting in area of construction. |
| 16.04 | Install new floor box receptacles including all underground conduit and wiring back to nearest junction box. |
| 16.05 | Install new light fixtures and lighting control system as required. |
| 16.06 | Provide power to new Record Model 5100 automatic sliding door. |
| 16.07 | Provide power to new kiosk at lobby. |
| 16.08 | Provide power to new motorized gates. |
| 16.09 | Rough in low voltage and data conduit and boxes. |
| 16.10 | Rough in access control conduit and wire. |
| 16.11 | Rough in system and coordinate with owner vendor for systems installation. |
| 16.12 | Coordinate with owner vendor for systems installation. Provide furniture electrical connections to installed circuits. |
| 16.13 | Rough in conduit and wire for security systems and installation of new systems. |
| 16.14 | Rough in conduit and wire for audio visual systems and installation of new systems. |
| 16.15 | Rough in conduit, wire, and power for LMS system / PA systems and installation of new systems. Provide finish power |

NEW FLOOR PLAN



Project: **LA SIERRA SELF SUFFICIENCY - SS & CSD CONSOLIDATION PROJECT**
 11000 MAGNOLIA AVE
 RIVERSIDE, CA 92505

Exhibit "B"

| RIVERSIDE DPSS CONSOLIDATION PROJECT ESTIMATE | | rev. 7.14.22 | |
|---|-----------|---------------------|------------------|
| La Sierra & Magnolia | | Bldg. SF: | 15,595 |
| <u>A. Site Cost</u> | | <u>Cost</u> | <u>Cost/PSF</u> |
| Site Demolition | \$ | 13,800.00 | \$ 0.88 |
| Asphalt Paving | \$ | 57,500.00 | \$ 3.69 |
| Fences & Gates | \$ | 112,500.00 | \$ 7.21 |
| Electrical | \$ | 15,000.00 | \$ 0.96 |
| Total Site Cost | \$ | 198,800.00 | \$ 12.75 |
| <u>B. Tenant Improvements</u> | | | |
| TI Demolition | \$ | 95,410.00 | \$ 6.12 |
| Concrete | \$ | 46,906.00 | \$ 3.01 |
| Metals | \$ | 50,569.00 | \$ 3.24 |
| Wood & Plastics | \$ | 81,848.00 | \$ 5.25 |
| Moisture Control | \$ | 62,640.00 | \$ 4.02 |
| Doors & Glass | \$ | 261,570.00 | \$ 16.77 |
| Finishes | \$ | 626,719.00 | \$ 40.19 |
| Specialities | \$ | 133,351.00 | \$ 8.55 |
| Graphics | \$ | 5,000.00 | \$ 0.32 |
| Equipment | \$ | 850.00 | \$ 0.05 |
| Furnishings (window blinds) | \$ | - | |
| Plumbing | \$ | 174,864.00 | \$ 11.21 |
| Fire Sprinklers | \$ | 51,620.00 | \$ 3.31 |
| Mechanical | \$ | 224,497.00 | \$ 14.40 |
| Electrical | \$ | 469,208.00 | \$ 30.09 |
| Fire Alarm | \$ | 53,230.00 | \$ 3.41 |
| Security and Comm. (raceways) | \$ | - | |
| Total Tenant Improvement Costs | \$ | 2,338,282.00 | \$ 149.94 |
| <u>C. Total Construction Cost</u> | | | \$ - |
| Site Cost | \$ | 198,800.00 | \$ 12.75 |
| TI Cost | \$ | 2,338,282.00 | \$ 149.94 |
| Contractor's Fee | \$ | 333,729.00 | \$ 21.40 |
| GL/Comp/Risk | \$ | 14,573.00 | \$ 0.93 |
| Safety/Acctg/(Prevail Wage) | \$ | 29,146.00 | \$ 1.87 |
| Total Base Bid Project Cost | \$ | 2,914,530.00 | \$ 186.89 |
| Selected Alternates | | | |
| Alt.1 Replace Storefront | \$ | 20,537.00 | \$ 1.32 |
| Alt.2 Regrade pkg | \$ | 15,137.00 | \$ 0.97 |
| Alt.5 Block Wall | \$ | 90,305.00 | \$ 5.79 |
| Alt. 6 ACM Abatement | \$ | 7,137.00 | \$ 0.46 |
| Total Construction Cost | \$ | 3,047,646.00 | \$ 195.42 |
| Cost Engineering | | | |
| Remove tile in Corridor B112 | \$ | (3,000.00) | \$ (0.19) |
| Relo electric panels | \$ | (19,000.00) | \$ (1.22) |
| Total Revised Construction Cost | \$ | 3,025,646.00 | \$ 194.01 |
| Architect | \$ | 87,500.00 | \$ 5.61 |
| Civil Engineer | \$ | 8,650.00 | \$ 0.55 |
| Structural Engineer | \$ | 6,050.00 | \$ 0.39 |
| Plumbing & Mechanical Engineer | \$ | 16,940.00 | \$ 1.09 |
| Electrical Engineer | \$ | 19,844.00 | \$ 1.27 |
| Architectural Subtotal | \$ | 138,984.00 | \$ 8.91 |
| Architectural Contingency 15% | \$ | 20,847.60 | \$ 1.34 |
| Architectural Total | \$ | 159,831.60 | \$ 10.25 |
| Plancheck/Permit Fee Allowance | \$ | 25,000.00 | \$ 1.60 |
| Asbestos Survey | \$ | 5,870.00 | \$ 0.38 |
| Project Subtotal | \$ | 3,216,347.60 | \$ 206.24 |
| Landlord Management Fee 5% | \$ | 160,817.38 | \$ 10.31 |
| Project Cost Subtotal | \$ | 3,377,164.98 | \$ 216.55 |
| Project Contingency (15.48%) | \$ | 522,835.02 | \$ 33.53 |
| Project Cost Total | \$ | 3,900,000.00 | \$ 250.08 |

EXHIBIT "C"

Funding Date 2/1/2023
 Initial Funding 3,900,000
 Term - Months 32 To end of lease

Interest 6.00%
 Monthly Payment 132,188.68

Monthly Amortization

| Period | Date | Balance | Days | Payment | Balance after payment | accrued Interest | Balance next period | Principal | Interest |
|--------|-----------|--------------|------|------------|-----------------------|------------------|---------------------|------------|-----------|
| 0 | 2/1/2023 | 3,900,000.00 | 30 | | 3,900,000.00 | 19,500.00 | 3,919,500.00 | | |
| 1 | 3/1/2023 | 3,919,500.00 | 30 | 132,188.68 | 3,787,311.32 | 18,936.56 | 3,806,247.88 | 113,252.12 | 18,936.56 |
| 2 | 4/1/2023 | 3,806,247.88 | 30 | 132,188.68 | 3,674,059.20 | 18,370.30 | 3,692,429.50 | 113,818.38 | 18,370.30 |
| 3 | 5/1/2023 | 3,692,429.50 | 30 | 132,188.68 | 3,560,240.82 | 17,801.20 | 3,578,042.03 | 114,387.47 | 17,801.20 |
| 4 | 6/1/2023 | 3,578,042.03 | 30 | 132,188.68 | 3,445,853.35 | 17,229.27 | 3,463,082.62 | 114,959.41 | 17,229.27 |
| 5 | 7/1/2023 | 3,463,082.62 | 30 | 132,188.68 | 3,330,893.94 | 16,654.47 | 3,347,548.41 | 115,534.21 | 16,654.47 |
| 6 | 8/1/2023 | 3,347,548.41 | 30 | 132,188.68 | 3,215,359.74 | 16,076.80 | 3,231,436.53 | 116,111.88 | 16,076.80 |
| 7 | 9/1/2023 | 3,231,436.53 | 30 | 132,188.68 | 3,099,247.86 | 15,496.24 | 3,114,744.10 | 116,692.44 | 15,496.24 |
| 8 | 10/1/2023 | 3,114,744.10 | 30 | 132,188.68 | 2,982,555.42 | 14,912.78 | 2,997,468.20 | 117,275.90 | 14,912.78 |
| 9 | 11/1/2023 | 2,997,468.20 | 30 | 132,188.68 | 2,865,279.52 | 14,326.40 | 2,879,605.92 | 117,862.28 | 14,326.40 |
| 10 | 12/1/2023 | 2,879,605.92 | 30 | 132,188.68 | 2,747,417.24 | 13,737.09 | 2,761,154.33 | 118,451.59 | 13,737.09 |
| 11 | 1/1/2024 | 2,761,154.33 | 30 | 132,188.68 | 2,628,965.65 | 13,144.83 | 2,642,110.48 | 119,043.85 | 13,144.83 |
| 12 | 2/1/2024 | 2,642,110.48 | 30 | 132,188.68 | 2,509,921.80 | 12,549.61 | 2,522,471.41 | 119,639.07 | 12,549.61 |
| 13 | 3/1/2024 | 2,522,471.41 | 30 | 132,188.68 | 2,390,262.74 | 11,951.41 | 2,402,234.15 | 120,237.26 | 11,951.41 |
| 14 | 4/1/2024 | 2,402,234.15 | 30 | 132,188.68 | 2,270,045.47 | 11,350.23 | 2,281,395.70 | 120,838.45 | 11,350.23 |
| 15 | 5/1/2024 | 2,281,395.70 | 30 | 132,188.68 | 2,149,207.03 | 10,746.04 | 2,159,953.06 | 121,442.64 | 10,746.04 |
| 16 | 6/1/2024 | 2,159,953.06 | 30 | 132,188.68 | 2,027,764.38 | 10,138.82 | 2,037,903.21 | 122,049.85 | 10,138.82 |
| 17 | 7/1/2024 | 2,037,903.21 | 30 | 132,188.68 | 1,905,714.53 | 9,528.57 | 1,915,243.10 | 122,660.10 | 9,528.57 |
| 18 | 8/1/2024 | 1,915,243.10 | 30 | 132,188.68 | 1,783,054.43 | 8,915.27 | 1,791,969.70 | 123,273.40 | 8,915.27 |
| 19 | 9/1/2024 | 1,791,969.70 | 30 | 132,188.68 | 1,659,781.02 | 8,298.91 | 1,668,079.93 | 123,889.77 | 8,298.91 |
| 20 | 10/1/2024 | 1,668,079.93 | 30 | 132,188.68 | 1,535,891.25 | 7,679.46 | 1,543,570.71 | 124,509.22 | 7,679.46 |
| 21 | 11/1/2024 | 1,543,570.71 | 30 | 132,188.68 | 1,411,382.03 | 7,056.91 | 1,418,438.94 | 125,131.77 | 7,056.91 |
| 22 | 12/1/2024 | 1,418,438.94 | 30 | 132,188.68 | 1,286,250.26 | 6,431.25 | 1,292,681.52 | 125,757.43 | 6,431.25 |
| 23 | 1/1/2025 | 1,292,681.52 | 30 | 132,188.68 | 1,160,492.84 | 5,802.46 | 1,166,295.30 | 126,386.21 | 5,802.46 |
| 24 | 2/1/2025 | 1,166,295.30 | 30 | 132,188.68 | 1,034,106.63 | 5,170.53 | 1,039,277.16 | 127,018.14 | 5,170.53 |
| 25 | 3/1/2025 | 1,039,277.16 | 30 | 132,188.68 | 907,088.48 | 4,535.44 | 911,623.93 | 127,653.23 | 4,535.44 |
| 26 | 4/1/2025 | 911,623.93 | 30 | 132,188.68 | 779,435.25 | 3,897.18 | 783,332.43 | 128,291.50 | 3,897.18 |
| 27 | 5/1/2025 | 783,332.43 | 30 | 132,188.68 | 651,143.75 | 3,255.72 | 654,399.47 | 128,932.96 | 3,255.72 |
| 28 | 6/1/2025 | 654,399.47 | 30 | 132,188.68 | 522,210.79 | 2,611.05 | 524,821.85 | 129,577.62 | 2,611.05 |
| 29 | 7/1/2025 | 524,821.85 | 30 | 132,188.68 | 392,633.17 | 1,963.17 | 394,596.34 | 130,225.51 | 1,963.17 |
| 30 | 8/1/2025 | 394,596.34 | 30 | 132,188.68 | 262,407.66 | 1,312.04 | 263,719.70 | 130,876.64 | 1,312.04 |
| 31 | 9/1/2025 | 263,719.70 | 30 | 132,188.68 | 131,531.02 | 657.66 | 132,188.68 | 131,531.02 | 657.66 |
| 32 | 10/1/2025 | 132,188.68 | 30 | 132,188.68 | (0.00) | - | (0.00) | 132,188.68 | - |
| 33 | 11/1/2025 | (0.00) | 30 | - | (0.00) | - | (0.00) | - | - |
| 34 | 12/1/2025 | (0.00) | 30 | - | (0.00) | - | (0.00) | - | - |
| 35 | 1/1/2026 | (0.00) | 30 | - | (0.00) | - | (0.00) | - | - |
| 36 | 2/1/2026 | (0.00) | 30 | - | (0.00) | - | (0.00) | - | - |
| 37 | 3/1/2026 | (0.00) | 30 | - | (0.00) | - | (0.00) | - | - |
| 38 | 4/1/2026 | (0.00) | 30 | - | (0.00) | - | (0.00) | - | - |
| 39 | 5/1/2026 | (0.00) | 30 | - | (0.00) | - | (0.00) | - | - |
| 40 | 6/1/2026 | (0.00) | 30 | - | (0.00) | - | (0.00) | - | - |
| 41 | 7/1/2026 | (0.00) | 30 | - | (0.00) | - | (0.00) | - | - |
| 42 | 8/1/2026 | (0.00) | 30 | - | (0.00) | - | (0.00) | - | - |
| 43 | 9/1/2026 | (0.00) | 30 | - | (0.00) | - | (0.00) | - | - |
| 44 | 10/1/2026 | (0.00) | 30 | - | (0.00) | - | (0.00) | - | - |
| 45 | 11/1/2026 | (0.00) | 30 | - | (0.00) | - | (0.00) | - | - |
| 46 | 12/1/2026 | (0.00) | 30 | - | (0.00) | - | (0.00) | - | - |
| 47 | 1/1/2027 | (0.00) | 30 | - | (0.00) | - | (0.00) | - | - |
| 48 | 2/1/2027 | (0.00) | 30 | - | (0.00) | - | (0.00) | - | - |
| 49 | 3/1/2027 | (0.00) | 30 | - | (0.00) | - | (0.00) | - | - |

Exhibit A

FY 2022/23

DPSS

11060 Magnolia Avenue, Riverside

ESTIMATED AMOUNTS

| | | |
|---|-----------|-------------------|
| Tenant Improvement Cost per Month | \$ | 132,188.68 |
| Tenant Improvement Cost (Jul-Feb) | \$ | - |
| Tenant Improvement Cost (Mar-Jun) | \$ | 528,754.72 |
| Total Estimated Tenant Improvement Cost for FY 2022/23 | \$ | 528,754.72 |

Estimated Additional Costs:

| | | |
|--|-------------|----------------------|
| FM Lease Management Fee as of 07/01/2022 | 4.86% | \$ 25,697.48 |
| TOTAL ESTIMATED COST FOR FY 2022/23 | | \$ 554,452.20 |
| TOTAL COUNTY COST | 4.0% | \$ 22,178.09 |

Exhibit B

FY 2023/24

DPSS

11060 Magnolia Avenue, Riverside

ESTIMATED AMOUNTS

| | | |
|---|---------------|------------------------|
| Tenant Improvement Cost per Month | \$ 132,188.68 | |
| Tenant Improvement Cost (Jul-Jun) | | \$ 1,586,264.16 |
| Total Estimated Tenant Improvement Cost for FY 2023/24 | | \$ 1,586,264.16 |

Estimated Additional Costs:

| | | |
|--|-------------|------------------------|
| FM Lease Management Fee as of 07/01/2022 | 4.86% | \$ 77,092.44 |
| TOTAL ESTIMATED COST FOR FY 2023/24 | | \$ 1,663,356.60 |
| TOTAL COUNTY COST | 4.0% | \$ 66,534.26 |

Exhibit C

FY 2024/25 to 2025/26
DPSS
11060 Magnolia Avenue, Riverside

ESTIMATED AMOUNTS

| | FY 2024/25 | FY 2025/26 |
|--|------------------------|----------------------|
| Tenant Improvement Cost per Month | \$ 132,188.68 | \$ 132,188.68 |
| Tenant Improvement Cost (Jul-Sep) | \$ 396,566.04 | \$ 396,566.04 |
| Tenant Improvement Cost (Oct-Jun) | \$ 1,189,698.12 | \$ - |
| Total Estimated Tenant Improvement Cost for FY 2024/25 to 2025/26 | \$ 1,586,264.16 | \$ 396,566.04 |

Estimated Additional Costs:

| | | | |
|---|-------------|------------------------|----------------------|
| FM Lease Management Fee as of 07/01/2022 | 4.86% | \$ 77,092.44 | \$ 19,273.11 |
| TOTAL ESTIMATED COST FOR FY 2024/25 to 2025/26 | | \$ 1,663,356.60 | \$ 415,839.15 |
| TOTAL COUNTY COST | 4.0% | \$ 66,534.26 | \$ 16,633.57 |
| F11 Total Cost | | \$ 4,297,004.55 | |
| F11 Total County Cost | 4.0% | \$ 171,880.18 | |

County of Riverside
Facilities Management
3450 14th St, 2nd Floor, Riverside, CA

FOR COUNTY CLERK USE ONLY
Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.
8/31/22
Date
PR
Initial

NOTICE OF EXEMPTION

July 19, 2022

Project Name: Approval of Fifth Amendment to Lease with Grae La Sierra, LLC, Department of Public Social Services (DPSS), Moreno Valley

Project Number: FM042611024300

Project Location: 11060 Magnolia Avenue, east of La Sierra Avenue, Riverside, California 92505, Assessor's Parcel Number (APN) 138-470-029

Description of Project: The County of Riverside (County) entered into a lease agreement on April 10, 2007 on behalf of DPSS Self Sufficiency Division with Grae La Sierra, LLC, at 11060 Magnolia Avenue, Riverside (Lease). DPSS Children's Services Division occupies the contiguous facility at 11070 Magnolia Avenue, Riverside, and is underway with consolidation plans to vacate this facility. The merging of these two DPSS programs into 11060 Magnolia Avenue, Riverside, will require tenant improvements to accommodate the transition.

The Fourth Amendment to Lease, dated November 9, 2021, addressed the required tenant improvements for this consolidation which included modifications to the lobby and staff areas to support the consolidated programs. The cost of tenant improvements to be reimbursed by County was \$3,500,000.00 which included a County contingency in the amount of \$325,403.00.

To date, the project planning, construction documents and cost estimating have been completed. During this time current market conditions have changed with regard to materials lead time and costs, which have increased substantially. As a result, the project costs have escalated in advance of securing a construction contract, and the formerly approved budget requires an increase to adequately provide for the current costs for materials and labor and update the included contingency for unforeseen changes. Consequently, the not-to-exceed project budget amount of \$3,500,000.00 shall be increased to \$3,900,000.00. The Fifth Amendment, which revises the budget needed to complete the previously approved tenant agreements, is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities and is limited to an administrative budget revision regarding the Lease; no expansion of the existing facility will occur. The operation of the facility will continue to provide public services. 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.

AUG 30 2022 3.22

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 Fifth Amendment to Lease.

- **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 contractual responsibilities regarding the funding of the tenant improvements under the lease. The project would not substantially increase or expand the use of the site; use 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 Fifth Amendment is limited to an increase in budget to fund previously approved tenant improvements under the Lease Agreement. The tenant improvements are minor interior modifications, would not alter the building footprint, and 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:** 7-19-2022
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: DPSS 5th Amendment to Lease, Riverside

Accounting String: 524830-47220-7200400000 - FM042611024300


DATE: July 19, 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: **Maribel Hver, Senior Real Property Agent, Facilities Management**

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside
Facilities Management
3450 14th St, 2nd Floor, Riverside, CA 92501

Date: July 19, 2022
To: Cassandra Sandoval, Office of the County Clerk
From: Mike Sullivan, Senior Environmental Planner, Facilities Management
Subject: **County of Riverside Facilities Management Project # FM042611024300**
Approval of Fifth Amendment to Lease, DPSS, Riverside

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:

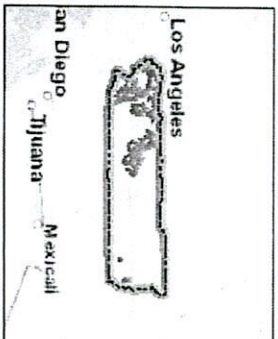
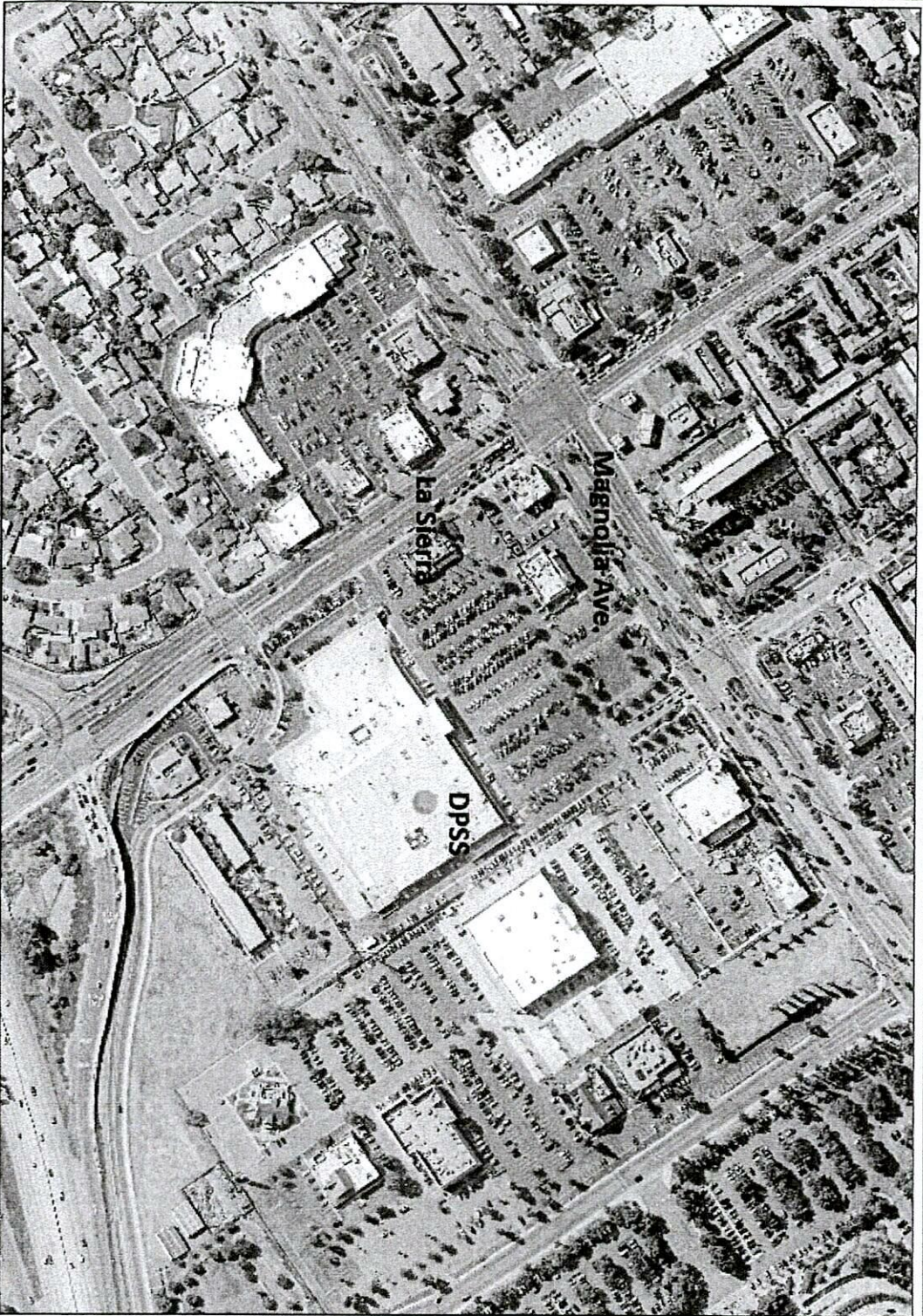
Mail Stop #2600
Attention: Mike Sullivan, Senior Environmental Planner,
Facilities Management,
3450 14th Street, 2nd Floor, Riverside, CA 92501

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

Attachment

cc: file

Department of Public Social Services
11060 Magnolia Avenue, Riverside



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.

Notes
District 1
APN: 138-470-029



0 376 752 Feet



REPORT PRINTED ON.. 12/10/2019 1:59:11 PM

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