

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



**ITEM: 3.16  
(ID # 20436)**

**MEETING DATE:  
Tuesday, May 02, 2023**

**FROM :** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT - REAL ESTATE (FM-RE) AND DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS); Approval of the Second Amendment to Lease with The Alchalel Real Estate Investment Trust, 201 Redlands Ave., Perris, Amend the Lease to add Day Porter Services, CEQA Exempt pursuant to State CEQA Guidelines Section 15301 and 15061(b)(3); District 1. [\$126,279.23 - Federal 64%, State 28%, County 5%, Realignment 3% = 100% DPSS General Fund 10000] (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, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption;
2. Approve the attached Second Amendment to Lease with The Alchalel Real Estate Investment Trust and authorize the Chairman of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk within five (5) working days of approval by the Board.

**ACTION:Policy**

  
Rose Salgado, Director of Facilities Management 5/19/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: May 2, 2023  
xc: FM, DPSS, Recorder

Kimberly A. Rector  
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>	\$20,205	\$60,615	\$ 126,279	\$ 0
<b>NET COUNTY COST</b>	\$1,010	\$2,890	\$6,314	\$ 0
<b>SOURCE OF FUNDS:</b> Federal 64%, State 28%, County 5%, Realignment 3%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 22/23 – 24/25	

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

**BACKGROUND:**

**Summary**

The Department of Public Social Services (DPSS) has been under lease at 201 Redlands Ave. in Perris since March 19, 2014, for use by their Self-Sufficiency Division’s Program (Lease). The facility continues to meet the needs of DPSS in serving the community, and this Second Amendment to Lease (Second Amendment) is for the purpose of adding the cost of Day Porter/Custodial service to be included in the monthly rent.

The Day Porter/Custodial services have been a part of the ongoing services at this location and are being paid through a different mechanism separate from the rent. This Second Amendment will allow the Day Porter/ Custodial services costs to be included in the monthly rent.

Pursuant to the California Environmental Quality Act (CEQA), the Second 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, the Second Amendment to Lease, is the letting of property involving existing Facilities.

The terms of the Second Amendment are as Follows:

**Lessor:** The Alchalel Real Estate Investment Trust  
12631 Imperial Hwy., F-232-1  
Santa Fe Springs, Ca 90670

**Premises:** 201 Redlands Ave  
Perris, CA 92571

**Size:** 50,000 Square Feet

**Term:** Day porter services shall commence April 1, 2023, through the remaining term of the lease, which expires March 31, 2025.

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

Day Porter/

Custodial

Services:      Paid monthly to Lessor over the remaining term of the Lease.  
                    Per square foot: \$0.09  
                    Per Month: \$4,817.06  
                    Per Year: \$57,804.72

**Impact on Residents and Businesses**

DPSS will continue to provide program services that will benefit the residents of the region. This facility will continue to provide an economic impact to the area and through long term County jobs and business that will benefit from employee and client interaction.

**Additional Fiscal Information**

See attached Exhibits A, B, C. DPSS will budget these costs in FY 22/23 through 24/25

**Contract History and Price Reasonableness**

The Lease has been amended once previously to extend the term, a revised plan and legal description, revised building delivery dates and modified use clause requested under the term of the Conditional Use approved by the City of Perris.

**Lease & Amendments**

**Date and M.O.**

Lease	April 10, 2012 (M.O. 3.17)
First Amendment	March 19, 2013 (M.O. 3.14)

**ATTACHMENTS:**

- Second Amendment to Lease
- Form 11 Exhibits
- Notice of Exemption
- Aerial


CT:dr/01172023/PR043/30.881

  
Veronica Santillan, Principal Management Analyst      4/25/2023

  
Aaron Gettis, Deputy County Counsel      4/24/2023



County of Riverside  
Facilities Management  
3450 14<sup>th</sup> Street, Second Floor, Riverside, CA

FOR COUNTY CLERK USE ONLY		
<b>FILED / POSTED</b>		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202300478		
05/04/2023 08:06 AM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

## NOTICE OF EXEMPTION

November 9, 2022

**Project Name:** Department of Public Social Services (DPSS) Second Amendment to Lease, Perris

**Project Number:** FM042552004300

**Project Location:** 201 Redlands Avenue, north of East San Jacinto Avenue, Perris, California 92571 Assessor's Parcel Number (APN): 311-210-034

**Description of Project:** The County of Riverside entered into a Facilities Lease Agreement with Alchalel Real Estate Investment Trust (Lessor), as successor-in-interest to CP Perris DPSS, April 12, 2012, for use by the Self Sufficiency Division's Program located at 201 Redlands Avenue in Perris, California. The Lease Agreement was amended once previously for access to additional parking spaces, a modification to the CUP and an extension of term. The facility continues to meet the needs of DPSS in serving the community, and a Second Amendment to the Lease Agreement is being sought for the purpose of adding the cost of Day Porter/Custodial Service to be included into the Lease Agreement.

The Second Amendment to the Lease Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). No expansion of an existing use will occur. The operation of the facility will continue to provide public social services for DPSS and will not result in an increase in the intensity of the use of the site. 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 Second Amendment to the Lease Agreement.

MAY 2 2023 3.14



1 **SECOND AMENDMENT TO LEASE**

2 **201 Redlands Avenue**

3 **Perris, California**

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5 This **SECOND AMENDMENT TO LEASE** ("Second Amendment") is made as of  
6 May 2nd, 2023 by and between the **COUNTY OF RIVERSIDE**,  
7 a political subdivision of the State of California ("County"), as Lessee, and Isaac  
8 Alchalel, Trustee of **The Alchalel Real Estate Investment Trust**, ("Lessor")  
9 successor-in-interest to CP PERRIS DPSS, LLC, a California limited liability  
10 company ("Original Lessor") and, sometimes collectively referred to as the Parties.

11 **RECITALS.**

12 **A.** Capital Partners Development Company, LLC, predecessor-in-interest  
13 to CP Perris DPSS, LLC, as Lessor, and County entered into that certain Lease dated  
14 April 10, 2012, ("Original Lease") whereby Lessor has agreed to lease to County and  
15 County has agreed to lease from Lessor that certain building located at 201 Redlands  
16 Avenue, Perris, California 92571 ("the Building"), as more particularly described in the  
17 Lease ("the Original Premises").

18 **B.** The Original Lease has been amended by:

19 i. That certain First Amendment to Lease dated as of March 19, 2013,  
20 by and between the County and Original Lessor (the "First Amendment") which increased  
21 the parking spaces, updated the use section of the Original Lease and increased the  
22 term of the lease to eleven (11) years.

23 **C.** The Original Lease, together with the First Amendment is collectively  
24 referred to herein as the "Lease."

25 **D.** The Parties now desire to amend the Lease with this Second  
26 Amendment to provide Day Porter services to the premises.

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

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**1. Day Porter Services.** Section 8 of the Lease is hereby amended to add Section 8.1.1 included as follows:

8.1.1 Lessor shall provide a day porter on site at the Premises eight (8) hours per day Monday through Friday, during regular business hours. The cost of the services is \$4,817.06 per month and shall be paid by County in addition to, and separate from, the rent as defined in Section 5.1 and annual rent increase as specified in Section 5.2 herein. County and Lessor shall mutually agree upon the precise scope of said day porter duties. If the cost for the day porter/custodian increases due to wage or operational increases, County will be responsible for the increase once Lessor provides at least thirty (30) day advance notice of the increase. Such increases shall not exceed ten (10) percent of the current cost for day porter services per Lease Year. The day porter/custodial service contract may be modified or terminated upon request by County not less than thirty (30) days advance notice to Lessor. If the number of service days or hours of service increase at County's request, County will provide approval of the increased cost prior to the change in requested services.

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

**3. Miscellaneous.** Except as amended or modified herein, all the terms of the Lease shall remain in full force and effect and shall apply with the same force and effect. If any provisions of this Second Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provisions shall remain in full force and effect. The language in all parts of the Lease shall be construed according to its normal and usual meaning and not strictly for or against either Lessor or Lessee. Neither this Second Amendment,



1 nor the Lease, nor any notice nor memorandum regarding the terms hereof, shall be  
2 recorded by Lessee.

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

6 **IN WITNESS WHEREOF**, the Parties have executed this Amendment as  
7 of the date first written above.

8 Dated: 5/2/23

9 **LESSEE:**

10 COUNTY OF RIVERSIDE, a political  
11 subdivision of the State of California

12 By:   
13 Kevin Jeffries, Chair  
14 Board of Supervisors

**LESSOR:**

Isaac Alchalel, Trustee of The Alchalel Real  
Estate Investment Trust

By:   
Isaac Alchalel, Trustee

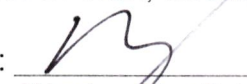
15 **ATTEST:**

16 ~~Kecia R. Harper~~ Kimberly Rector  
17 Clerk of the Board

18 By:   
19 Deputy

20 **APPROVED AS TO FORM:**

21 Minh C. Tran, County Counsel

22 By:   
23 ~~Wesley Stanfield~~ Braden Holly  
24 Deputy County Counsel

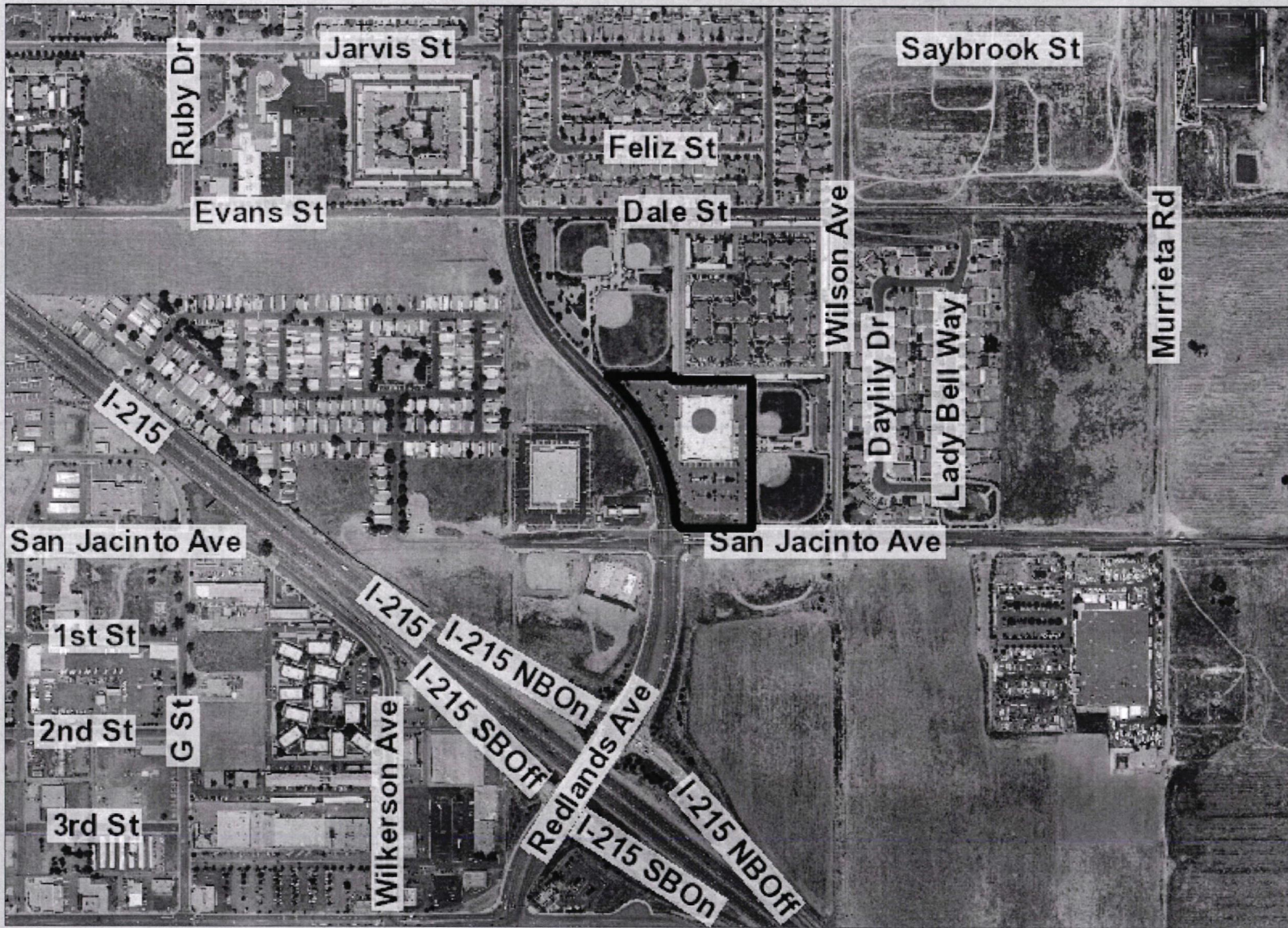
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26 CT:dr/01172023/PR043/30.881



St. John's

# Department of Public Social Services

201 Redlands Ave, Perris CA 92571



## Legend

County Centerline Names



**\*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 5  
Premises outlined in black  
Blue dot on building  
APN: 311-210-034

0 752 1,505 Feet

REPORT PRINTED ON... 2/6/2023 1:09:25 PM

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