

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



ITEM: 3.11  
(ID # 26544)

MEETING DATE:  
Tuesday, March 11, 2025

FROM : FACILITIES MANAGEMENT

**SUBJECT:** FACILITIES MANAGEMENT - REAL ESTATE (FM-RE) AND OFFICE OF ECONOMIC DEVELOPMENT (OED): Ratification and Approval of the Second Amendment to Lease with City of Perris, a California municipal corporation, Perris, Five-Year Lease Extension, California Environmental Quality Act Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 1 [\$0] (Clerk of the Board to file Notice of Exemption with County Clerk and State Clearinghouse)

**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. Ratify and Approve the attached Second Amendment to Lease with City of Perris, a municipal corporation, and authorize the Chair of the Board to execute the same on behalf of the County;

Continued on page 2

**ACTION:**Policy

*Suzanne Holland*  
Suzanne Holland, Director of Office of Economic Development

2/20/2025

*Vincent Yzaguirre*  
Vincent Yzaguirre

2/24/2025

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: March 11, 2025  
xc: FM, OED, State Clearinghouse, Recorder

Kimberly A. Rector  
Clerk of the Board  
By: *Kimberly A. Rector*  
Deputy

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction;
4. Authorize the Director of Facilities Management, or designee, to exercise any Option pursuant to Section 5 of the Lease; and
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) working days of approval by the Board.

<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>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Riverside County Library System Operating Budget 100%			<b>Budget Adjustment</b> No	
			<b>For Fiscal Year:</b> FY2024/25- 2029/30	

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

**BACKGROUND:**

**Summary**

On February 5, 2019 (M.O. 3.8), the County of Riverside (County), on behalf of Riverside County Library System (RCLS), entered into a lease agreement with the City of Perris, a California municipal corporation (Lease). On January 25, 2022, the parties entered into a First Amendment to the Lease (First Amendment) to extend the term.

Through the Lease, RCLS currently operates a full-service library to serve the residents of the community of Perris and the library is located at 163 East San Jacinto Avenue, Perris. This facility continues to meet the needs and requirements of RCLS and this Second Amendment to the Lease (Second Amendment) will reflect the County's extension of the Lease for a period of five (5) years commencing February 5, 2025, and ending on February 4, 2030, with an option to extend for an additional five (5) years.

Pursuant to the California Environmental Quality Act (CEQA), the Second Amendment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption, and Section 15061(b)(3), "Common Sense" Exemption. The proposed Second Amendment is the letting of property involving existing facilities.

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

The Second Amendment is summarized below:

Lessor's Address:	City of Perris 101 North D. Street Perris, California 92570
Location:	163 East San Jacinto Avenue Perris, California, 92570
Term:	Five (5) years, commencing February 5, 2025 and expiring on February 4, 2030.
Option to Extend:	One (1) Option to Extend for an additional (5) years with sixty (60) day notice.
Size:	20,000 Square Feet
Consideration:	In exchange for occupancy of the premises, RCLS will operate the library for community benefit.
Custodial Services:	Paid for by RCLS.
Utilities:	Paid for by RCLS.
Maintenance:	Landscaping services paid by RCLS. Lessor pays for all other maintenance services.

The attached Second Amendment has been approved as to form by County Counsel.

**Impact on Residents and Businesses**

This facility provides, among other programs, adult literacy services to the communities through one-on-one literacy tutoring, English-as-a-Second-Language classes, and family literacy events. This facility provides exciting and innovative programs and services to the community which have a positive effect on the residents and businesses that are served through RCLS.

**Contract History and Price Reasonableness**

This is a five-year Lease. The Lease and the subsequent First Amendment have been in place since February 5, 2019.

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

**Lease & Amendments**

Lease  
First Amendment

**Date and M.O.**

February 5, 2019 (M.O. 3.8)  
January 25, 2022 (M.O.3.22)

**ATTACHMENTS:**

- Second Amendment to Lease
- Notice of Exemption
- Aerial Image

PR010

  
\_\_\_\_\_  
Aaron Gettis, Chief of Deputy County Counsel      2/27/2025

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> St, 2<sup>nd</sup> Floor, Riverside, CA

**FILED / POSTED**

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-202500212  
03/12/2025 01:44 PM Fee: \$ 50.00  
Page 1 of 2

Removed: By: Deputy



**NOTICE OF EXEMPTION**

December 23, 2024

**Project Name:** Approval of Second Amendment to Lease Agreement with City of Perris Library

**Project Number:** FM042552001000

**Project Location:** 163 East San Jacinto Avenue, west of Perris Boulevard, Perris, California, 92570, Assessor's Parcel Number (APN): 313-091-006

**Description of Project:** On February 5, 2019, the County of Riverside (County), on behalf of Riverside County Library System (RCLS) entered into a Lease Agreement with the City of Perris, a California municipal corporation. RCLS currently operates a full-service library to serve the residents of the community of Perris, the library is located at 163 East San Jacinto Avenue, Perris. This facility continues to meet the needs and requirements of RCLS. This Second Amendment to the Lease (Amendment) will reflect the County's extension of the Lease for a period of five years commencing February 5, 2025, and terminating February 4, 2030, with an option to extend for an additional five years. The Second Amendment to the Lease Agreement with City of Perris is identified as the proposed project under the California Environmental Quality Act (CEQA). The Second Amendment to the Lease Agreement would result in the use of an existing library facility and would not result in alteration of the existing building footprint or result in a significant increase in capacity of use. 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), "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 Agreement, permitting continued use of an existing library.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to an amendment to a Lease Agreement for continued use of an existing library facility and would include the continued maintenance and repairs of the facility to keep the library functional. The use of the facility by the County would be consistent with the current land use and would not require any expansion of public services and facilities; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Second Amendment to the Lease Agreement is limited to a contractual transaction to continue use of an existing facility. The indirect effects would be limited to existing maintenance and use of an existing building containing a library. The Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will not differ from the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the minor maintenance and continued use of the facility 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.



Mike Sullivan,  
County of Riverside, Facilities Management

12-23-2024

## Document Root (Read-Only)

### Selected Document

#### 2025030535 - NOE - Approval of Second Amendment to Lease Agreement with City of Perris Library

Riverside County

Created - 3/12/2025 | Submitted - 3/13/2025 | Posted - 3/13/2025 | Received - 3/13/2025 | Published - 3/13/2025

Naomy Sicra

### Document Details

#### Public Agency

Riverside County

#### Document Type

Notice of Exemption

#### Document Status

Published

#### Title

Approval of Second Amendment to Lease Agreement with City of Perris Library

### Document Description

On February 5, 2019, the County of Riverside (County), on behalf of Riverside County Library System (RCLS) entered into a Lease Agreement with the City of Perris, a California municipal corporation. RCLS currently operates a full-service library to serve the residents of the community of Perris, the library is located at 163 East San Jacinto Avenue, Perris. This facility continues to meet the needs and requirements of RCLS. This Second Amendment to the Lease (Amendment) will reflect the County's extension of the Lease for a period of five years commencing February 5, 2025, and terminating February 4, 2030, with an option to extend for an additional five years. The Second Amendment to the Lease Agreement with City of Perris is identified as the proposed project under the California Environmental Quality Act (CEQA). The Second Amendment to the Lease Agreement would result in the use of an existing library facility and would not result in alteration of the existing building footprint or result in a significant increase in capacity of use. No additional direct or indirect physical environmental impacts are anticipated.

1 **SECOND AMENDMENT TO LEASE**

2 **Perris Community Library**

3 **163 E. San Jacinto Avenue, Perris, California**

4  
5 This **SECOND AMENDMENT TO LEASE** ("Second Amendment") is made as of  
6 March 11, 2025 is entered into by and between the COUNTY OF  
7 RIVERSIDE, a political subdivision of the State of California ("County"), as Lessee, and  
8 the CITY OF PERRIS, a California municipal corporation ("Lessor"), and sometimes  
9 collectively referred to as the "Parties".

10 **RECITALS**

11 **A.** Lessor and County entered into that certain Lease dated February 5,  
12 2019, ("Original Lease") pursuant to which Lessor has agreed to lease to County, and  
13 County has agreed to lease from Lessor the Premises located at 163 E. San Jacinto  
14 Avenue, Perris, California, as more particularly described in the Original Lease.

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

16 1. That First Amendment to Lease dated January 25, 2022, by and  
17 between County of Riverside and City of Perris (the "First Amendment"), whereby the  
18 parties amended the lease to extend the term.

19 **C.** The Original Lease, together with the First and Second Amendments are  
20 collectively referred to as the "Lease."

21 **D.** Lessor and County desire to further amend the Lease to extend the term  
22 an additional five (5) years, add an option to extend Lease, and update the information  
23 in the Notices section.

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

26 1. **TERM.** Section 4 (a) of the Lease shall be amended as follows:

27 The term of this Lease is hereby extended for five (5) years, commencing  
28 February 5, 2025, and expiring February 4, 2030.



1           2.     **OPTION TO EXTEND.**     Section 5 of the Lease shall be amended as  
2 follows:

3           County shall have the option to extend the Term of this Lease an additional five  
4 (5) years ("Extension Option"). The Extension Option shall be exercised by County  
5 delivering to Lessor written notice thereof no later than sixty (60) days prior to the  
6 expiration of the Lease or any extension thereof. The Extension Option shall be  
7 memorialized in an amendment to the Lease.

8           3.     **NOTICES.** Section 18 of the Lease shall be amended as follows:  
9 Any notices required or desired to be served by either party upon the other shall be  
10 addressed to the respective parties as set forth below:

COUNTY:	LESSOR:
County of Riverside	City of Perris
Facilities Management	101 North D. Street
Real Estate Division	Perris, CA 92570
3450 14 <sup>th</sup> Street, Suite 200	ATTN: Director of Economic
Riverside, CA 92501	Development and Housing
ATTN: Deputy Director of Real Estate	
(951) 955-4820	
Additional Notification/Inquiries: FM-leasing@rivco.org	

11           4.     **SECOND AMENDMENT TO PREVAIL.** Unless defined herein or the  
12 context requires otherwise, all capitalized terms herein shall have the meaning defined  
13 in the Lease, as heretofore amended. The provisions of this Second Amendment shall  
14 prevail over any inconsistency or conflicting provisions of the Lease, as heretofore  
15 amended, and shall supplement the remaining provision thereof.

16           5.     **MISCELLANEOUS.** Except as amended or modified herein, all terms of  
17 the Lease shall remain in full force and effect and shall apply with the same force and  
18 effect. If any provisions of this Amendment or the Lease shall be determined illegal or  
19 unenforceable, such determination shall not affect any other provision of the Lease and

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


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

8 (Signatures on the following Page)

1           **IN WITNESS WHEREOF**, the Parties have executed this Second Amendment  
2 as of the date first written above.

3  
4   **LESSEE:**


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

8  
9 By:   
10 V. Manuel Perez, Chair  
11 Board of Supervisors

12  
13 **ATTEST:**  
14 Kimberly A. Rector  
15 Clerk of the Board

16 By:   
17 Deputy

18 **APPROVED AS TO FORM:**  
19 Minh C. Tran  
20 County Counsel

21 By:   
22 Ryan Yabko  
23 Deputy County Counsel

24  
25  
26 MH:il/12242024/PR010/40.217  
27  
28

**LESSOR:**

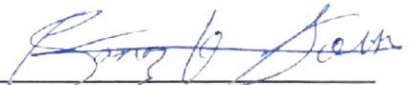
The City of Perris  
City of Perris, a California municipal  
corporation

By:   
Clara Miramontes  
Its: City Manager

**ATTEST:**

By:   
Nancy Salazar  
City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

By:   
Sunny K. Soltani  
City Attorney



# Office of Economic Development - Perris Library

163 E. San Jacinto Avenue, Perris, CA 92570



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.

0 94 188 Feet

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## Notes

APN 313-091-006  
Leased area outlined in blue  
District 1