

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



**ITEM: 3.6
(ID # 29988)**

MEETING DATE:

Tuesday, March 10, 2026

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE) AND RIVERSIDE COUNTY PROBATION DEPARTMENT: Approval of the Second Amendment to the Lease with Monroe Palms, LLC and Pacific Courtyards, LLC, Indio, Probation Department, Five-Year Lease Extension, California Environmental Quality Act Exempt per State CEQA Guidelines Sections 15301 and 15061(b)(3), District 4. [\$951,874 - 100% State Funds] (Clerk 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, Existing Facilities exemption and Section 15061(b)(3) "Common Sense" exemption;
2. Approve the Second Amendment to the Lease between the County of Riverside and Monroe Palms, LLC, a California limited liability company and Pacific Courtyards, LLC, a California limited liability company, and authorize the Chair 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;
4. Authorize the Director of Facilities Management, or designee, to exercise the Options to Extend or Terminate pursuant to Sections 4 and 14 of the Lease; and
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and State Clearinghouse within five (5) days of approval by the Board.


ACTION:


Vincent Yzaguirre 3/4/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Medina, seconded by Supervisor Washington 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 10, 2026
xc: FM-RE, Probation, Recorder, State Clearinghouse

Kimberly A. Rector
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	\$48,921	\$179,897	\$951,874	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State Funds			Budget Adjustment: No	
			For Fiscal Year: 2025/26 - 30/31	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside (County) entered into a lease agreement on behalf of the Probation Department (Probation) with Norco Capital, LLC, predecessor in interest to Tower Energy Group, which was approved by the Board of Supervisors on November 17, 2015 (Minute Order 3.12) (Lease). The Lease was subsequently amended by a First Amendment to Lease dated May 18, 2021, which extended the lease term, revised rental amounts, updated custodial requirements, and modified termination provisions, as approved by the Board of Supervisors (Minute Order 3.8) (First Amendment). On May 28, 2021, the facility located at 46-900A Monroe Street, Suite 101, Indio, CA 92201 (Leased Premises) was transferred to Monroe Palms, LLC and Pacific Courtyards, LLC (collectively, "Lessor").

The Leased premises continues to meet the operational needs of the Probation Department and supports the delivery of its programs and services to clients in the community. This Second Amendment to the Lease (Second Amendment) will extend the lease term, add options, revise the rental schedule, and amend the notice provisions to ensure continued operational and contractual alignment.

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 project, the Second Amendment, is the continuation of the letting of property involving existing facilities with no significant physical changes and no expansion of an existing use occurring.

The attached Amendment is summarized below:

Lessor: Monroe Palms, LLC
280 S. Beverly Drive, Suite 312
Beverly Hills, CA 90212

Pacific Courtyards, LLC
280 S. Beverly Drive, Suite 312
Beverly Hills, CA 90212

Leased Premises: 46-900A Monroe Street
Suite 101
Indio, CA 92201

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

Term: Five years commencing March 23, 2026, and expiring March 22, 2031

Termination: The County has the right to terminate the lease after March 23, 2029 with 90 days' written notice

Size: 5,000 square feet

Rent:	Current	New
	\$ 2.03 per sq. ft.	\$ 2.09 per sq. ft.
	\$ 10,174.86 per month	\$ 10,429.23 per month
	\$ 122,098.32 per year	\$ 125,150.76 per year

Rental Adjustment: 2.5% annually in year 2
3.0% annually in years 3 through 5 (applies to rent only)

Option to Extend: Two (2), one (1) year extension options inclusive of a 3% annual adjustment

Custodial: The County will reimburse the Lessor for the custodial services provided on a per month basis. This is not included in the Lease rate and is scheduled based on the fair market value of services in the region

	Current	New
	\$ 0.43 per sq. ft.	\$ 0.59 per sq. ft.
	\$ 2,172.50 per month	\$ 2,935.63 per month
	\$ 26,070.00 per year	\$ 35,227.56 per year

Utilities: The County pays for electric, gas, and telephone

Maintenance: The County shall maintain the interior of the leased premises; The Landlord shall maintain the exterior of the leased premises

Impact on Residents and Businesses

Probation's presence throughout the County continues to provide an important public benefit to the community by serving clients where they live and effectively improving public safety.

Additional Fiscal Information

See attached Exhibits A, B, and C. All associated costs for this Amendment are to be budgeted in FY25/26 – FY30/31 by the Probation Department. Probation will reimburse FM-RE for all associated Lease costs monthly.

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

Contract History and Price Reasonableness

This is a five-year lease extension, and the rate is deemed competitive based upon the current market.

Lease and Amendments

Lease

First Amendment to Lease

Date and M.O.

November 17, 2015 (M.O. 3.12)

May 18, 2021 (M.O. 3.8)

Attachments:

- Second Amendment to Lease
- Financial Exhibits A, B, & C
- Aerial #29988
- Notice of Exemption



Aaron Gettis, Chief Deputy County Counsel 3/3/2026

1 **SECOND AMENDMENT TO LEASE**

2 46-900 Monroe Street, Suite 101, Indio, California

3
4 This **SECOND AMENDMENT TO LEASE** ("Second Amendment"), dated as of
5 MAR 10, 2026 is entered by and between **MONROE PALMS, LLC**, a
6 California limited liability company and **PACIFIC COURTYARDS, LLC**, a California
7 limited liability company (collectively, "Lessor"), as successors in interest to Tower
8 Energy Group, a California Corporation, and the **COUNTY OF RIVERSIDE**, a political
9 subdivision of the State of California, ("County") sometimes collectively referred to as
10 the "Parties".

11 **RECITALS**

12 A. Norco Capital, LLC, a California limited liability company, predecessor in
13 interest to Tower Energy Group, a California corporation as lessor, and County of
14 Riverside as lessee, have entered into that certain Lease dated November 17, 2015,
15 ("Original Lease") pursuant to which County has agreed to lease from Lessor a portion
16 of that certain building commonly known as Suite 101 ("Premises") located at 46-900
17 Monroe Street, Indio, California ("Building"), as more particularly described in the
18 Original Lease.

19 B. The Original Lease has been amended by:

20 i. That certain First Amendment to Lease dated May 18, 2021, by and
21 between Tower Energy Group and the County ("First Amendment"), whereby the
22 Parties amended the Original Lease to extend the lease term, amend the rental
23 amounts, adjust the custodial requirements, and modify termination language.

24 C. The Original Lease, together with the First and this Second Amendment,
25 shall hereafter be referred to as the "Lease."

26 D. The Parties now desire to further amend the Lease by extending the term
27 , adding options, amending the rental schedule, modifying the termination language,
28 and the notice section.

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

3 1. **Term.** Section 3 of the Lease is hereby amended as follows:

4 The term of this Lease shall be extended for a period of five (5) years,
5 effective March 23, 2026 and expiring on March 22, 2031 ("Extended Term").

6 2. **Option to Extend.** Section 4 of the Lease (Option to Extend) is hereby
7 deleted in its entirety, and the following is hereby inserted in lieu thereof:

8 Lessor grants to County two (2) consecutive option(s) to extend the
9 Lease Term ("Extension Option(s)"). Each Extension Option shall be for a period of one
10 (1) year ("Extended Term(s)"), subject to the conditions described in this Section 2.

11 (a) The Extension Option(s) shall be exercised by County
12 delivering to Lessor written notice thereof no later than ninety (90) days prior to the
13 expiration of the Extended Term or any extension thereof.

14 (b) The rent payable by County during any Extended Term
15 shall be increased by two and a half (2.5%) percent on year 2 and three percent (3%)
16 on the remainder of the term. The Custodial Costs defined below are on a fixed
17 schedule, but during any Extended Term shall be fair market value as reasonably
18 determined by Lessor.

19 3. **Rent.** Section 5 subsection (a) of the Lease is hereby amended by the
20 following:

21 (a) County shall pay to Lessor the monthly sums as rent for the leased
22 premises during the term of this Lease as indicated below:

<u>Year</u>	<u>Rent</u>	<u>Custodial Costs</u>	<u>Total Monthly Rent</u>
23 3/23/2026 to 3/22/2027	\$10,429.23	+ \$2,935.63	= \$13,364.86
24 3/23/2027 to 3/22/2028	\$10,689.96	+ \$3,106.60	= \$13,796.56
25 3/23/2028 to 3/22/2029	\$11,010.66	+ \$3,288.55	= \$14,299.21
26 3/23/2029 to 3/22/2030	\$11,340.98	+ \$3,482.55	= \$14,823.53
27 3/23/2030 to 3/22/2031	\$11,681.21	+ \$3,688.08	= \$15,369.29

1 Should the adjoining space (Suite 102), become available to lease during the
2 term of this Lease, County shall have the one-time opportunity to lease Suite 102 in
3 addition to the Premises. Such opportunity shall exist for a period of thirty (30) days
4 after Suite 102 has become vacant, or when Lessor becomes aware Suite 102 will
5 soon be vacant, as determined by Lessor, and Lessor has sent written notice to County
6 that Suite 102 is or will soon be available to lease. Within thirty (30) days of receiving
7 such notice from Lessor, County shall provide written notice to Lessor of its intent to
8 lease such space. The Parties shall then amend the existing Lease to add the adjacent
9 space, Suite 102, in substantially the same form as the Lease, with rent to be
10 determined by mutual agreement based on the current rate at the Building and similar
11 buildings within a reasonable market radius of the Building. If Lessor does not receive
12 such notice within such thirty (30) day period, County will be deemed to have waived
13 its opportunity to lease Suite 102.

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

17 9. **Miscellaneous.** Except as amended or modified herein, all the terms of
18 the Lease shall remain in full force and effect and shall apply with the same force and
19 effect. If any provisions of this Second Amendment or the Lease shall be determined
20 to be illegal or unenforceable, such determination shall not affect any other provision of
21 the Lease and all such other provisions shall remain in full force and effect. The
22 language in all parts of the Lease shall be construed according to its normal and usual
23 meaning and not strictly for or against either Lessor or County. Neither this Second
24 Amendment, nor the Lease, nor any notice nor memorandum regarding the terms
25 hereof, shall be recorded by County.

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

1 11. **Language for Use of Electronic (Digital) Signatures.** This Agreement
2 may be executed in any number of counterparts, each of which will be an original, but
3 all of which together will constitute one instrument. Each party of this Agreement
4 agrees to the use of electronic signatures, such as digital signatures that meet the
5 requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal.
6 Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further
7 agree that the electronic signatures of the parties included in this Agreement are
8 intended to authenticate this writing and to have the same force and effect as manual
9 signatures. Electronic signature means an electronic sound, symbol, or process
10 attached to or logically associated with an electronic record and executed or adopted
11 by a person with the intent to sign the electronic record pursuant to the CUETA as
12 amended from time to time. The CUETA authorizes use of an electronic signature for
13 transactions and contracts among parties in California, including a government agency.
14 Digital signature means an electronic identifier, created by computer, intended by the
15 party using it to have the same force and effect as the use of a manual signature, and
16 shall be reasonably relied upon by the parties. For purposes of this section, a digital
17 signature is a type of "electronic signature" as defined in subdivision (i) of Section
18 1633.2 of the Civil Code.

19 12. **CASp.** County acknowledges that the Premises have not been inspected
20 by a certified access specialist (“CASp”) to determine whether the Premises meet all
21 applicable construction-related accessibility standards pursuant to California Civil Code
22 Section 55.53 (“CASp Inspection”). This Section is intended to comply with the terms of
23 California Civil Code Section 1938, subsection (e) which requires a commercial
24 property owner or lessor to include the following statement on every lease or rental
25 agreement executed on or after January 1, 2017: “A Certified Access Specialist (CASp)
26 can inspect the subject premises and determine whether the subject premises comply
27 with all of the applicable construction-related accessibility standards under state law.
28 Although state law does not require a CASp inspection of the subject premises, the

1 commercial property owner or lessor may not prohibit the lessee or tenant from
2 obtaining a CASp inspection of the subject premises for the occupancy or potential
3 occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties
4 shall mutually agree on the arrangements for the time and manner of the CASp
5 inspection, the payment of the fee for the CASp inspection, and the cost of making any
6 repairs necessary to correct violations of construction related accessibility standards
7 within the premises." In accordance with the foregoing, Lessor and County agree that if
8 County requests a CASp inspection of the Premises, then County shall pay (i) the fee
9 for such inspection, and (ii) the cost of making any repairs necessary to correct
10 violations of construction- related accessibility standards within the Premises.

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12 (Signatures on the following page)
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1 IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the
2 date first written above.

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

LESSOR:
MONROE PALMS, LLC,
a California limited liability company

7 By: Karen S. Spiegel
8 Karen Spiegel, Chair
9 Board of Supervisors

By: Abraham Shofet
Abraham Shofet
Managing Member

PACIFIC COURTYARDS, LLC,
a California limited liability company

By: Abraham Shofet
Abraham Shofet
Managing Member

14 ATTEST:
15 Kimberly A. Rector
16 Clerk of the Board
17 By: [Signature]
18 Deputy

19 APPROVED AS TO FORM:
20 Minh C. Tran
21 County Counsel
22 By: [Signature]
23 Braden Holly
24 Deputy County Counsel

26 PC:il/02192025/IN113/40.355

28 MAR 10 2026

3 . 6



Peter Aldana
Riverside County
Assessor-County Clerk-Recorder
 2724 Gateway Drive
 Riverside, CA 92507
 (951) 486-7000
 www.rivcoacr.org

Receipt: 26-73086

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	\$50.00
	# Pages	2
	Document #	E-202600202
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
	F&G Notice of Exemption Fee	\$50.00
<hr/>		
Total		\$50.00
Tender (On Account)		\$50.00
Account#	CEQARIVCOFM	
Account Name	CEQARIVCOFM - RIVERSIDE COUNTY FACILITIES MANAGEMENT	
Balance	\$7,787.75	



State of California - Department of Fish and Wildlife
2026 ENVIRONMENTAL DOCUMENT FILING FEE CASH RECEIPT
 DFW 753.5a (REV. 01/01/26) Previously DFG 753.5a

RECEIPT NUMBER:
 26-73086
 STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY COUNTY OF RIVERSIDE FACILITIES	LEAD AGENCY EMAIL MSULLIVAN@RIVCO.ORG	DATE 03/12/2026
COUNTY/STATE AGENCY OF FILING RIVERSIDE		DOCUMENT NUMBER E-202600202

PROJECT TITLE

APPROVAL OF SECOND AMENDMENT TO THE LEASE AGREEMENT WITH MONROE PALMS, LLC AND PACIFIC COURTYARDS, LLC, PROBATION DEPARTMENT, INDIO

PROJECT APPLICANT NAME COUNTY OF RIVERSIDE FACILITIES	PROJECT APPLICANT EMAIL MSULLIVAN@RIVCO.ORG	PHONE NUMBER (951) 955-4820
PROJECT APPLICANT ADDRESS 3450 14TH STREET, 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) \$4,227.50 \$ _____
 Mitigated/Negative Declaration (MND)(ND) \$3,043.75 \$ _____
 Certified Regulatory Program (CRP) document - payment due directly to CDFW \$1,437.25 \$ _____

- 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	AGENCY OF FILING PRINTED NAME AND TITLE Deputy Adrienne Ribac
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County of Riverside
Facilities Management-PMO
3450 14th Street, 2nd Floor, Riverside, CA

FOR COUNTY CLERK USE ONLY		
FILED / POSTED		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202600202		
03/12/2026 08:47 AM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

January 27, 2026

Project Name: Approval of Second Amendment to the Lease Agreement with Monroe Palms, LLC and Pacific Courtyards, LLC, Probation Department, Indio

Project Number: FM042341011300

Project Location: 46-900A Monroe Street, Suite 1001, north of Dr. Carreon Boulevard, Indio, California 92201; Assessor's Parcel Number (APN) 614-130-024

Description of Project: The County of Riverside (County) entered into a lease agreement on behalf of the Probation Department (Probation) with Norco Capital, LLC, predecessor in interest to Tower Energy Group, which was approved by the Board of Supervisors on November 17, 2015 (Minute Order 3.12) (Lease). The Lease was subsequently amended by a First Amendment to Lease dated May 18, 2021, which extended the lease term, revised rental amounts, updated custodial requirements, and modified termination provisions, as approved by the Board of Supervisors (Minute Order 3.8) (First Amendment). On May 28, 2021, the facility located at 46-900A Monroe Street, Suite 101, Indio, CA 92201 (Leased Premises) was transferred to Monroe Palms, LLC and Pacific Courtyards, LLC (collectively, "Lessor").

The Leased Premises continues to meet the operational needs of the Probation Department and supports the delivery of its programs and services to clients in the community. This Second Amendment to the Lease (Second Amendment) will extend the lease term, add options, revise the rental schedule, and amend the notice provisions to ensure continued operational and contractual alignment. The Second Amendment to the Lease Agreement is identified as the proposed Project under California Environmental Quality Act (CEQA). The leased premise consists of approximately 5,000 square feet and the proposed Project is the letting of property involving existing facilities with tenant improvements; no expansion of an existing use will occur. The operation of the facility will continue to provide public services for the Probation Department 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.

- **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 the extension of term of the existing Lease regarding probation services. 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 proposed Second 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: 1-27-2026
Mike Sullivan
County of Riverside, Facilities Management

Document Root (Read-Only)

Selected Document

2026030464 - NOE - Approval of Second Amendment to the Lease Agreement with Monroe Palms, LLC and Pacific Courtyards, LLC, Probation Department, Indio

Riverside County
 Created - 3/11/2026 | Submitted - 3/11/2026 | Posted - 3/11/2026 | Received - 3/11/2026 | Published - 3/11/2026
 Whitney N Mayo

Document Details

Public Agency
Riverside County

Document Type
Notice of Exemption

Document Status
Published

Title
Approval of Second Amendment to the Lease Agreement with Monroe Palms, LLC and Pacific Courtyards, LLC, Probation Department, Indio

Document Description

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Attachments (Upload Project Documents)

3.6 - NOE - Lease Agreement, Monroe Palms, LLC.pdf

Contacts

County of Riverside Facilities Management-PMO - *Mike Sullivan*

3450 14th street 2nd Floor
 Riverside, CA 92501
 Phone : (951) 955-4820
 msullivan@rivco.org

Regions

Southern California

Counties

Riverside

Cities

Indio

Location Details

Cross Streets
46-900A Monroe Street, Suite 1001, north of Dr. Carreon Boulevard

Parcel Number - 614-130-024

Other Location Info
46-900A Monroe Street, Suite 1001, north of Dr. Carreon Boulevard, Indio, California 92201; Assessor's Parcel Number (APN) 614-130-024

Notice of Exemption

Exempt Status

Categorical Exemption

Type, Section Number or Code Number

15301

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.

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 the extension of term of the existing Lease regarding probation services. 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.

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.

Exempt Status

Other

Type, Section Number or Code Number

15061(b)(3)

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.

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 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.

County Clerk(s)

Riverside

Signature

Title

Date

SCH Number 2026030464

From Thomas Hubbard <THOMAS.HUBBARD@lci.ca.gov>

Date Wed 3/11/2026 1:00 PM

To Mayo, Whitney <WMayo@Rivco.org>

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Thank you,



Thomas Hubbard | *he/him/his*

Jr. CEQA Analyst

Governor's Office of Land Use & Climate Innovation

thomas.hubbard@lci.ca.gov

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