

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



ITEM: 3.19  
(ID # 30067)

MEETING DATE:  
Tuesday, March 24, 2026

FROM : FACILITIES MANAGEMENT

**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE) AND DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Approval of the Seventh Amendment to Lease with Banning #169, LP, DPSS, Banning, California Environmental Quality Act Exempt per State CEQA Guidelines Sections 15301 and 15061(b)(3); District 5. [Total Cost: \$447,740 - 66% Federal, 25% State, 4% Realignment, 5% County (DPSS Dept. Budget) Fund 10000] (Clerk of the Board to file Notice of Exemption) (4/5 Vote Required)

**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 Seventh Amendment to Lease with Banning #169, LP, a California limited partnership, 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; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk and State Clearinghouse within five (5) working days of approval by the Board.

**ACTION:4/5 Vote Required, Policy**


  
Vincent Yzaguirre 3/11/2026

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, 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 24, 2026  
xc: FM-RE, DPSS, Recorder, State Clearinghouse

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>	\$138,255	\$148,970	\$447,740	\$0
<b>NET COUNTY COST</b>	\$6,913	\$7,448	\$22,387	\$0
<b>SOURCE OF FUNDS:</b> 66% Federal, 25% State, 4% Realignment, 5% County (DPSS Dept. Budget) Fund 10000			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 25/26 – 27/28	

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

Since May 11, 1999, the Department of Public Social Services – Self Sufficiency Division (DPSS) has provided services at 63 S. Fourth Street, Banning (Original Lease). Pursuant to the Sixth Amendment to Lease, the Lessor provided the County with a reimbursable Tenant Improvement (TI) allowance in the amount of \$300,000 for additional improvements to be defined by the County at a later date.

The County now intends to proceed with carpet and painting improvements to the Premises; however, upon completion of design and the competitive bidding process, it was determined that the previously approved allowance is insufficient to complete the full scope of work. Accordingly, approval is requested through this Seventh Amendment to Lease (Seventh Amendment) to increase the TI allowance to an amount not to exceed \$395,617.06 in order to complete the proposed improvements.

Pursuant to the California Environmental Quality Act (CEQA), this Seventh Amendment was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities and Section 15061 (b)(3), "Common Sense" exemption. The proposed project, the Seventh Amendment, involves the letting of property at an existing facility. Moderate tenant improvements will be performed, and no expansion of an existing use will occur.

The Seventh Amendment is summarized as follows:

Lessor:                   Banning #169, LP  
                                  c/o B.A.G. Investments, Inc.  
                                  10100 Culver Blvd.  
                                  Culver City, CA 90232

Premises:               63 S. Fourth Street, Banning, CA 92220

Size:                     24,695 Square Feet

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

Tenant

Improvements: Total Allowance Not to Exceed: \$395,617.06

County Contingency: \$79,123.41

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

**Impact on Citizens and Businesses**

This Seventh Amendment will allow the Department of Public Social Services to continue to provide beneficial services to the community, while improving the environment of the facility for employees and the public.

**Additional Fiscal Information**

See attached Exhibits A, B, and C. All the associated costs for this Seventh Amendment will be budgeted in FY 2025/26 – 2027/28 through the DPSS departmental budget. DPSS will reimburse Facilities Management Real Estate for all associated costs.

**Contract History and Price Reasonableness**

The Lease rate is deemed competitive based upon the current market. This contract has been in place since May 11, 1999.

**Amendment**

**Date and Minute Order (M.O.)**

Lease Agreement	May 11, 1999 (M.O. 3.8)
First Amendment	November 9, 1999 (M.O. 3.6)
Second Amendment	July 27, 2010 (M.O. 3.20)
Third Amendment	August 16, 2011 (M.O. 3.38)
Fourth Amendment	March 19, 2013 (M.O. 3.15)
Fifth Amendment	July 12, 2016 (M.O. 3.18)
Sixth Amendment	November 28, 2023 (M.O. 3.17)

**ATTACHMENTS:**

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

  
Aaron Gettis, Chief Deputy County Counsel 3/13/2026

1 **SEVENTH AMENDMENT TO LEASE**

2 63 S. Fourth Street, Banning, California 92220

3  
4 This **SEVENTH AMENDMENT TO LEASE** ("Seventh Amendment") dated as of  
5 MAR 24, 2026, is entered into by and between the **COUNTY OF**  
6 **RIVERSIDE**, a political subdivision of the State of California ("County"), as Lessee, and  
7 **BANNING #169, LP**, a California limited partnership ("Lessor"), and sometimes  
8 collectively referred to as the "Parties".

9 **RECITALS**

10 **A.** Banning #169, LLC, as Lessor and predecessor-in-interest to Banning  
11 #169, LP, and County, entered into that certain Lease dated May 11, 1999, ("Original  
12 Lease") pursuant to which Lessor has agreed to lease to County, and County has  
13 agreed to lease from Lessor that certain building located at 63 S. Fourth Street,  
14 Banning, California, Assessor's Parcel Number 540-192-002, as more particularly  
15 described in the Original Lease.

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

17 1. That certain First Amendment to Lease dated, November 9, 1999, by  
18 and between County of Riverside and Banning #169, LLC, ("First Amendment")  
19 whereby the Parties amended the Lease to modify the premises with tenant  
20 improvements.

21 2. That certain Second Amendment to Lease dated July 27, 2010, by and  
22 between County of Riverside and Banning #169, LP, ("Second Amendment") whereby  
23 the Parties amended the Lease to extend the term of the Lease and modify the rent.

24 3. That certain Third Amendment to Lease dated August 16, 2011, by  
25 and between County of Riverside and Banning #169, LP, ("Third Amendment")  
26 whereby the Parties amended the Lease to increase the square footage, modify the  
27 rent to be paid by the County, and provide the premises with tenant improvements.

1           4. That certain Fourth Amendment to Lease, dated March 19, 2013, by  
2 and between County of Riverside and Banning #169, LP, ("Fourth Amendment")  
3 whereby the Parties amended the Lease to increase the square footage and modify the  
4 premises with tenant improvements.

5           5. That certain Fifth Amendment to Lease, dated July 12, 2016, by and  
6 between County of Riverside and Banning #169, LP, ("Fifth Amendment") whereby the  
7 Parties amended the Lease by extending the lease term, adding provisions for day  
8 porter services, and providing for modifications to the premises with tenant  
9 improvements.

10           6. That certain Sixth Amendment to Lease, dated November 28, 2023,  
11 by and between County of Riverside and Banning #169, LP, ("Sixth Amendment")  
12 whereby the Parties amended the Lease by extending the lease term, amending the  
13 rental amount and annual percentage increases to the rental amount, and by modifying  
14 the option to terminate, tenant improvements, and notice section.

15           C. The Original Lease, together with all prior amendments and this Seventh  
16 Amendment, are collectively referred to as the "Lease."

17           D. County and Lessor desire to further amend the Lease to increase the  
18 County's allowance for additional improvements.

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

21           **1. Additional Improvements by Lessor (County to reimburse**  
22 **Lessor).** Section 9(m) of the Lease is hereby amended in its entirety to read as  
23 follows:

24           The Lessor, at its expense, subject to reimbursement by County, shall  
25 construct additional improvements defined by the County as attached herein on Exhibit  
26 J. The Lessor shall provide the County with an allowance equal to the cost of the  
27 County's improvements, including contingency, not to exceed Three Hundred Ninety-  
28 Five Thousand, Six Hundred Seventeen Dollars and Six Cents (\$395,617.06)

1 ("Allowance"). The Allowance includes a twenty-five percent (25%) contingency in the  
2 amount of Seventy-Nine Thousand, One Hundred Twenty-Three Dollars and Forty-One  
3 Cents (\$79,123.41).

4 The County shall repay the Allowance to Lessor over three (3) fiscal  
5 years at an annual interest rate of 7.75%, as follows:

6 1. One third (1/3) of the reimbursement amount shall be  
7 paid within sixty (60) days after completion of any Leasehold Improvements and receipt  
8 of invoicing with appropriate backup documents.

9 2. One half (1/2) of the remaining balance, together with  
10 interest thereon at an annual interest rate of 7.75%, from the date of Substantial  
11 Completion until the date of the payment, shall be paid in the next County fiscal year in  
12 which the initial payment referenced in the preceding paragraph.

13 3. The second half (2/2) of the remaining balance, together  
14 with interest thereon at the annual rate of 7.75%, from the date of Substantial  
15 Completion until the date of payment, shall be paid no later than one month after the  
16 payment referenced in the preceding paragraph was paid.

17 If the County elects to terminate the Lease, pursuant to Section 12, any  
18 outstanding tenant improvement balance shall be repaid in full not later than 30 days  
19 prior to the new lease termination date.

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

25 **3. Miscellaneous.** Except as amended or modified herein, all the terms  
26 of the Lease shall remain in full force and effect and shall apply with the same force  
27 and effect. If any provisions of this Seventh Amendment or the Lease shall be  
28 determined to be illegal or unenforceable, such determination shall not affect any other

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

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

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

27  
28

1  
2 IN WITNESS WHEREOF, the parties have executed this Seventh Amendment  
3 as of the date first written above.  
4


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

LESSOR:  
8 Banning #169, LP,  
9 a California limited partnership

10  
11 By: Karen S. Spiegel  
12 Karen Spiegel, Chair  
13 Board of Supervisors

By: Alan J. Gindi  
14 Alan J. Gindi, President of B.A.G  
15 Investments, Inc., General Partner

16  
17 ATTEST:  
18 Kimberly A. Rector  
19 Clerk of the Board

20 By:   
21 Deputy

22  
23 APPROVED AS TO FORM:  
24 Minh C. Tran  
25 County Counsel

26  
27 By:   
28 Ryan Yabko  
Deputy County Counsel

PC:il/01262026/BA019/40.348

MAR 24 2026

3.19

Page 5 of 5

Updated 08/2010

# BANNING #169, LP/JNW BANNING PROPERTIES, LLC

10100 Culver Boulevard, Suite D

Culver City, CA 90045

Telephone (310) 289-0446 Fax (310) 280-0444

## PROPOSAL/CONTRACTS

<b>Name:</b> County of Riverside	<b>Job Site:</b> DPSS-Banning	<b>ESTIMATE DATE</b> 2/27/2026
<b>Address:</b>	63 S. Fourth Street	
<b>City, Zip:</b>	Banning CA 92220	

<b>Vendor Contact License</b>	New Image Commercial Flooring Hernando Delgado 814454	Payment Terms: 30 days  Proposal expires in 30 days  Terms, conditions & pricing may change at any time.
-------------------------------	-------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------

Quantity	Item	Description	Unit Price	Amount
	<b>Materials</b>	See Notes for itemized pricing		<b>\$ 95,423.40</b>
19665	<b>FLOOR PREP</b>	(sf) sand and fill in expansion joints/cracks	\$	-
1378	<b>DEMO</b>	(sf) remove and haul away existing vct	\$	-
1378	<b>FLOOR PREP</b>	(sf) sand and skimcoat lvt area	\$	-
19665	<b>FURNITURE</b>	(sf) move & replace furniture/lift partitions	\$	-
19665	<b>DEMO</b>	(sf) remove existing carpet tile	\$	-
1	<b>MOISTURE TESTING</b>	install RH probes-calcium-PH testing	\$	-
1	<b>PREMIUM HOURS</b>	included-working Thursday-Sunday	\$	-
	<b>PREVAILING WAGE</b>	included	\$	-
		Subtotal (Labor)	\$	112,335.00
		15% Admin Fee (Labor)	\$	16,850.25
		<b>Total Labor</b>	<b>\$</b>	<b>129,185.25</b>
			\$	-

**Exclusions:**

Payment/performance bonds-Attic-Major floor prep that consist of leveling floors that don't meet the manufactures requirement.

	<b>Total</b>	<b>\$ 224,608.65</b>
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Customer will need to box all loose items from the desk and item posted on walls partitions.

**NOTES:**

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Aware Tile EL - 18" x 36"	58496/Lacquer	2,185.00	SY	\$32.16	\$70,269.60
Path Tile EW24	34549/Lava	16.00	SY	\$44.90	\$718.40
Compound 5.0MM Resilient LVT/Plank 24" x 24" 5.0mm	77504/Base	1,408.00	SF	\$3.72	\$5,237.76
Thermoplastic Rubber Cove Roll Base 4"	TBS/To Be Selected	25.00	Carton	\$91.95	\$2,298.75
5000 Carpet Tile 4 Gal		22.00	4 Gal	\$91.04	\$2,002.88
LokWorx+ Resilient Boxed Goods/LVT Adhesive 4 Gallon		3.00	Each	\$161.00	\$483.00
Wall Base Adhesive Tube		5.00	Carton	\$67.45	\$337.25
Estimated Freight - Pricing Good for 30 Days		1.00	Each	\$3,875.00	\$3,875.00
Sales Tax					\$7,117.92
California Carpet Assessment as required by AB 2398					\$3,082.84
<b>Base Bid Total:</b>					<b>\$95,423.40</b>

**Install carpet tile,walk off tile,lvt,4" rubber base and all accessories needed.**

The cost for Steve Douglas' supervision is \$200.00 per hour, capped at eight hours per day. While we have made every effort to ensure the accuracy of this quote, the vendor's final price could fluctuate based on conditions they encounter. Any such overage will be passed on to the County; provided, however, that if the overage exceeds 15% of the vendor's proposed cost, we will, where feasible, secure your approval prior to proceeding.

**Landlord does not warrant, guarantee or otherwise certify vendor's work.**

**Exhibit J**

# BANNING #169, LP/JNW BANNING PROPERTIES, LLC

10100 Culver Boulevard, Suite D  
Culver City, CA 90045  
Telephone (310) 289-0446 Fax (310) 280-0444

## PROPOSAL/CONTRACTS

<b>Name:</b> County of Riverside	<b>Job Site:</b> DPSS-Banning 63 S. Fourth street Banning CA 92220	<b>ESTIMATE DATE</b> 9/25/2025
----------------------------------	--------------------------------------------------------------------------	--------------------------------

<b>Vendor Contact:</b> Innovation Painting Inc. Jonathan Infante CSLB# 1051191	<b>Payment Terms:</b> 30 days	<b>Proposal expires in 30 days</b>  <small>Terms, conditions &amp; pricing may change at any time.</small>
--------------------------------------------------------------------------------------	-------------------------------	------------------------------------------------------------------------------------------------------------------

			Amount
1	Mobilization		
2	Surface preparation includes general prep work that we see is needed & masking surfaces not intended for painting.		
3	Spot Prime & Two Coat Finish with Dunn Edwards Products per Plans		
4	Colors per Plans		
5	5 Painting Phases		
6	All Cubicles will remain in place and will be painted around them. (If and when in the future gets moved or replaced, it will be taken care by others.)		
7	Every Office to be empty and ready for paint, including artwork or objects.		
8	As requested, we will patch any holes that don't have screws, and if there are any screws or nails, they get painted over.		
9	All signage will be removed.		
10	Demobilization.		
	<b>* Includes Prevailing Wage</b>		
	<b>* Schedule shall be weened work Thursday &amp; Friday 5PM - 12AM, Saturday &amp; Sunday 8AM - 5PM</b>		
	Innovation Painting Inc. proposes hereby to furnish material, labor and equipment - complete in accordance with these specifications, for the sum of <b>SEVENTY-NINE THOUSAND NINE HUNDRED DOLLARS</b>	\$	79,900.00
		<b>Sub Total</b>	\$ 79,900.00
		<b>15% Admin Fee</b>	\$ 11,985.00
		<b>Total</b>	<b>\$ 91,885.00</b>

**NOTES:**



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


**Receipt: 26-86760**

<b>Product</b>	<b>Name</b>	<b>Extended</b>
FISH	CLERK FISH AND GAME FILINGS	\$50.00
	# Pages	2
	Document #	E-202600244
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
F&G Notice of Exemption Fee		\$50.00
<b>Total</b>		<b>\$50.00</b>
Tender (On Account)		\$50.00
Account#	CEQARIVCOFM	
Account Name	CEQARIVCOFM - RIVERSIDE COUNTY FACILITIES MANAGEMENT	
Balance	\$7,987.75	

3/24/26, 2:33 PM PST  
Gateway Clerk



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

<small>FOR COUNTY CLERK USE ONLY</small>		
<b>FILED / POSTED</b>		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202600244		
03/24/2026 02:33 PM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

## NOTICE OF EXEMPTION

January 27, 2026

**Project Name:** Approval of Seventh Amendment to the Lease Agreement with Banning #169, LP, Department of Public Social Services (DPSS), Banning

**Project Number:** FM042130001900

**Project Location:** 63 South Fourth Street, south of ,Ramsey Street, Banning, California 92220; Assessor's Parcel Number (APN) 540-192-002

**Description of Project:** The DPSS – Self Sufficiency Division has provided services at 63 S. Fourth Street, Banning, since May 11, 1999 (M.O. 3.8) (Original Lease). The Original Lease has since been amended by a First Amendment on November 9, 1999 (M.O. 3.8), Second Amendment on July 27, 2010 (M.O. 3.20), Third Amendment on August 16, 2011 (M.O. 3.38), Fourth Amendment on March 19, 2013 (M.O. 3.15), Fifth Amendment on July 12, 2016 (M.O. 3.18) and Sixth Amendment on November 28, 2023 (M.O. 3.17).

Pursuant to the Sixth Amendment to Lease, the Lessor provided the County with a reimbursable tenant improvement allowance in the amount of \$300,000 for additional improvements to be defined by the County. Following completion of design and the competitive bidding process, it was determined that the approved allowance is insufficient to complete the proposed scope of work. The total estimated allowance required to complete the improvements as defined by the County is \$395,617.06, which represents a not-to-exceed amount inclusive of a \$79,123.41 contingency allocation. The Seventh Amendment to the Lease Agreement is identified as the proposed Project under California Environmental Quality Act (CEQA). The leased premise consists of approximately 24,695 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 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.

03/24/2026 Item 3.19



### Document Root (Read-Only)

**Selected Document**

**2026031034 - NOE - Approval of Seventh Amendment to the Lease Agreement with Banning #169, LP, Department of Public Social Services (DPSS), Banning**

Riverside County  
 Created - 3/24/2026 | Submitted - 3/24/2026 | Posted - 3/24/2026 | Received - 3/24/2026 | Published - 3/24/2026  
 Whitney N Mayo

**Document Details**

**Public Agency**  
Riverside County

**Document Type**  
Notice of Exemption

**Document Status**  
Published

**Title**  
Approval of Seventh Amendment to the Lease Agreement with Banning #169, LP, Department of Public Social Services (DPSS), Banning

**Document Description**

The DPSS – Self Sufficiency Division has provided services at 63 S. Fourth Street, Banning, since May 11, 1999 (M.O. 3.8) (Original Lease). The Original Lease has since been amended by a First Amendment on November 9, 1999 (M.O. 3.8), Second Amendment on July 27, 2010 (M.O. 3.20), Third Amendment on August 16, 2011 (M.O. 3.38), Fourth Amendment on March 19, 2013 (M.O. 3.15), Fifth Amendment on July 12, 2016 (M.O. 3.18) and Sixth Amendment on November 28, 2023 (M.O. 3.17). Pursuant to the Sixth Amendment to Lease, the Lessor provided the County with a reimbursable tenant improvement allowance in the amount of \$300,000 for additional improvements to be defined by the County. Following completion of design and the competitive bidding process, it was determined that the approved allowance is insufficient to complete the proposed scope of work. The total estimated allowance required to complete the improvements as defined by the County is \$395,617.06, which represents a not-to-exceed amount inclusive of a \$79,123.41 contingency allocation. The Seventh Amendment to the Lease Agreement is identified as the proposed Project under California Environmental Quality Act (CEQA). The leased premise consists of approximately 24,695 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 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. Project Number: FM042130001900

**Attachments** (Upload Project Documents)

**3.19 - NOE - Amendment to Lease, Banning.pdf**

**Contacts**

COUNTY OF RIVERSIDE OFFICE OF ECONOMIC DEVELOPMENT - *Mike Sullivan*

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

**Regions**

Southern California

**Counties**

Riverside

**Cities**

Banning

**Location Details**

**Parcel Number** - 540-192-002

**Other Location Info**  
63 South Fourth Street, south of ,Ramsey Street, Banning, California 92220; Assessor's Parcel Number (APN) 540-192-002

**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 Seventh 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 increase of funds allocated to construct the previously approved tenant improvements. 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 Seventh 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 Seventh 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

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SCH Number 2026031034

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

Date Tue 3/24/2026 2:48 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](mailto:thomas.hubbard@lci.ca.gov)  
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# Exhibit A

**FY 2025/26**

**DPSS - Self Sufficiency Division**

**63 S. Fourth Street, Banning, CA 92220**

**Estimated Additional Cost:**

Tenant Improvement Cost		\$ 131,872.35
FM Lease Management Fee as of 07/01/2025	4.84%	<u>\$ 6,382.62</u>
<b>TOTAL ESTIMATED COST FOR FY 2025/26</b>		<b><u><u>\$ 138,254.98</u></u></b>
<b>TOTAL COUNTY COST</b>	5.00%	<b>\$ 6,912.75</b>

# Exhibit B

**FY 2026/27**

**DPSS - Self Sufficiency Division**

**63 S. Fourth Street, Banning, CA 92220**

**Estimated Additional Cost:**

Tenant Improvement Cost		\$ 142,092.46
FM Lease Management Fee as of 07/01/2025	4.84%	<u>\$ 6,877.28</u>
<b>TOTAL ESTIMATED COST FOR FY 2026/27</b>		<b><u><u>\$ 148,969.74</u></u></b>
<b>TOTAL COUNTY COST</b>	5.00%	<b>\$ 7,448.49</b>

# Exhibit C

**FY 2027/28**

**DPSS - Self Sufficiency Division**

**63 S. Fourth Street, Banning, CA 92220**

**Estimated Additional Cost:**

Tenant Improvement Cost		\$ 153,104.63
FM Lease Management Fee as of 07/01/2025	4.84%	<u>\$ 7,410.26</u>
<b>TOTAL ESTIMATED COST FOR FY 2027/28</b>		<b><u>\$ 160,514.89</u></b>
<b>F11 TOTAL COST</b>		<b>\$ 447,739.60</b>
<b>F11 TOTAL COUNTY COST</b>	5.00%	<b>\$ 22,386.98</b>

# Department of Public Social Services - Self Sufficiency

63 S. Fourth Street, Banning, CA 92220



## Legend

- County Boundary
- City Boundaries
- County Centerline Names



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## Notes

Premises shaded in blue  
APN: 540-192-002  
District 5

0 129 259 Feet

REPORT PRINTED ON... 2/9/2026 6:43:32 AM

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