

FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS DATE 6/6/16

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

132



FROM: Economic Development Agency

SUBMITTAL DATE:
June 29, 2016

SUBJECT: Sixth Amendment to Lease, Riverside University Health System Clinic, Banning, 2 Year Lease, District 5, CEQA Exempt, [\$413,964], 100% Federal Qualified Operational Revenues

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, and Section 15061 (b) (3), the common sense exemption;
2. Ratify the Lease and authorize the Chairman of the Board to execute the lease on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of the project.

BACKGROUND:

Summary

(Commences on Page 2)

FISCAL PROCEDURES APPROVED

PAUL ANGULO, CPA, AUDITOR-CONTROLLER

BY: Esteban Hernández 6/28/16

Robert Field

Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 84,947	\$ 206,967	\$ 413,964	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% Federal Qualified Operational Revenues

Budget Adjustment: No

For Fiscal Year: 2015/16-17/18

C.E.O. RECOMMENDATION:

REVIEWED BY CIP

Ivan M. Chand

7/5/2016

APPROVE

Rohini Dasika

BY: Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Prev. Agn. Ref.: 3.26 of 3/15/2011;3-21 of 2/29/16

District: 5

Agenda Number:

3-19

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

Economic Development Agency

FORM 11: Sixth Amendment to Lease, Riverside University Health System Clinic, Banning, 2 Year Lease, District 5, CEQA Exempt, [\$413,964], 100% Federal Qualified Operational Revenues

DATE: June 29, 2016

PAGE: 2 of 3

BACKGROUND:

Summary

The County has been under lease contract for the Health Clinic facility located at 3055 Ramsey Street, Banning since 1986. Riverside University Health Systems (RUHS) has determined that this site no longer meets the needs of the daily operations of the Clinic. On February 9, 2016 the Board of Supervisors approved minute order 3-21 to approve EDA Real Estate to identify an existing building or build to suit leased facility that would meet the space requirements for RUHS in Banning. RUHS has collaborated with Public Health and Behavioral Health and agree that co-existing at a new build-to-suit facility would significantly enhance the services provided by one another and thus provide better service to the community. The amount of space required for a shared clinic will be approximately 27,000 square feet. This amount of square footage would accommodate the 20-40 County staff members, plus estimated 100-150 patients daily. Below is a brief description of the services that would be provided at this proposed Community Health Center:

- | | |
|------------------------------------|---|
| • Family Medicine and Primary Care | • Public Health/WIC Nutrition |
| • Cancer screening | • Pregnancy Care and Counseling |
| • Family Planning Program | • Sexually Transmitted Infections/Testing |
| • Teen Clinic | • Tuberculosis Skin Testing |
| • HIV/AIDS | • Senior Services |
| • Immunizations | • Behavioral Health Integrated Services |

There are no suitable existing buildings in Banning that can accommodate the space requirement to meet the needs of the combined Health Clinics. Therefore, a new build to suit leased facility will be designed and constructed for a new RUHS integrated Health Clinic. Until the new facility is built and ready for occupancy, EDA Real Estate has negotiated the following terms at the existing and current Banning Health Clinic: a two year lease extension with no rent increase to occur during the first year; two percent increase in year two; and a right to terminate during the extended period by providing 120 days written notice to Lessor. This provision will provide flexibility on the timing of termination, and allow the department to vacate the premises without any contractual obligation to Lessor in the event the new facility is ready for occupancy within the two year lease term.

Pursuant to the California Environmental Quality Act (CEQA), the lease amendment was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1-Existing Facilities and Section 1061 (b) (3) – common sense exemption. The proposed project, the lease amendment, is the letting of property involving existing facilities, no tenant improvement alterations and no expansion of an existing use will occur

The Sixth Amendment to Lease is summarized as follows:

Location:	3055 W. Ramsey Street, Suites A, B, Banning, CA
Lessor:	Ramsey Street Building, 5055 Canyon Crest Drive, Riverside, CA 92507
Size:	8,000 Square Feet
Term:	Two Years: February 1, 2016 thru January 31, 2018
Option:	A right to terminate early by providing 120 days written notice to Lessor

(Continued)

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

Economic Development Agency

FORM 11: Sixth Amendment to Lease, Riverside University Health System Clinic, Banning, 2 Year Lease, District 5, CEQA Exempt, [\$413,964], 100% Federal Qualified Operational Revenues

DATE: June 29, 2016

PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

Rent:	Current	New
	\$ 1.92 Per Square Feet	\$ 1.92 Per Square Feet
	\$ 15,395.17 Per Month	\$ 15,395.17 Per Month
	\$ 184,742.04 Per Year	\$ 184,742.04 Per Year
Annual Escalator:	Two percent, commencing in year two	
Tenant Improvements:	None	
RCIT:	None	
Maintenance:	Lessor	
Utilities:	County pays electrical and telephone service. Lessor responsible for water, trash and sewer services	
Custodial:	Lessor	

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

Impact on Citizens and Businesses

This project will continue to provide an appropriately located facility that serves the Family Medical and Primary Health Care needs to the residents of the Banning community. The RUHS Clinic is conveniently located in close proximity to public transportation for ease of access.

SUPPLEMENTAL:

Additional Fiscal Information

See attached Exhibits A, B & C. RUHS has budgeted these costs in FY 2015/16 and will reimburse EDA for all lease costs on a monthly basis.

Contract History and Price Reasonableness

The Lease rate is deemed competitive based upon the current market. This contract has been in place since February 1, 2011.

Attachments:

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

Exhibit A

FY 2015/16

Riverside University Health Systems Lease Cost Analysis
3055 West Ramsey Street, Banning, CA 92543-1474

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	8,000	SQFT	
Approximate Cost per SQFT (July - Jan)	\$	-	
Approximate Cost per SQFT (Feb - June)	\$	1.92	
Lease Cost per Month (July - Jan)	\$	-	
Lease Cost per Month (Feb - June)	\$	15,395.17	
Total Lease Cost (July - Jan)			\$ -
Total Lease Cost (Feb - June)			\$ 76,975.85
Total Estimated Lease Cost for FY 2015/16			\$ 76,975.85

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month			\$ 960.00
Total Estimated Utility Cost			\$ 4,800.00
EDA Lease Management Fee (Based at 4.12%)			\$ 3,171.41
TOTAL ESTIMATED COST FOR FY 2015/16			\$ 84,947.26

Exhibit B

FY 2016/17

Riverside University Health Systems Lease Cost Analysis 3055 West Ramsey Street, Banning, CA 92543-1474

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	8,000	SQFT	
Approximate Cost per SQFT (July - Jan)	\$	1.92	
Approximate Cost per SQFT (Feb - June)	\$	1.96	
Lease Cost per Month (July - Jan)		\$	15,395.17
Lease Cost per Month (Feb - June)		\$	15,703.07
Total Lease Cost (July - Jan)		\$	107,766.19
Total Lease Cost (Feb - June)		\$	78,515.37
Total Estimated Lease Cost for FY 2016/17		\$	186,281.56

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month		\$	960.00
Total Estimated Utility Cost		\$	11,520.00
EDA Lease Management Fee (Based at 4.92%)		\$	9,165.05
TOTAL ESTIMATED COST FOR FY 2016/17		\$	206,966.61

Exhibit C

FY 2017/18

Riverside University Health Systems Lease Cost Analysis 3055 West Ramsey Street, Banning, CA 92543-1474

ESTIMATED AMOUNTS

FY 2017/18

Total Square Footage to be Leased:

Current Office:	8,000	SQFT	
Approximate Cost per SQFT (July - Jan)	\$	1.96	
Approximate Cost per SQFT (Feb - June)	\$	-	
Lease Cost per Month (July - Jan)		\$	15,703.07
Lease Cost per Month (Feb - June)		\$	-
Total Lease Cost (July - Jan)		\$	109,921.51
Total Lease Cost (Feb - June)		\$	-
Total Estimated Lease Cost for FY 2017/18		\$	109,921.51

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month		\$	960.00
Total Estimated Utility Cost		\$	6,720.00
EDA Lease Management Fee (Based at 4.92%)		\$	5,408.14
TOTAL ESTIMATED COST FOR FY 2017/18		\$	122,049.65
F11: Cost - Total Cost		\$	413,963.52

SIXTH AMENDMENT TO LEASE
(Riverside University Health System Clinic
3055 West Ramsey Street, Banning, California 92543-1474)

This **SIXTH AMENDMENT TO LEASE** ("Sixth Amendment") is made as of _____, by and between **RAMSEY STREET BUILDING**, a Joint Venture, comprised of George Arzoo and Frank Livicich, Carol A. Stratford, Trustee Milton W. Stratford, Margaret H. Stratford Trust, William D. Bell by Alison Rainey, His Heir, Alexa Foster, His Heir as "Lessor", and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, as "County".

1. Recitals

a. Lessor and County have entered into that certain Lease, dated as of February 13, 1987, ("Original Lease") pursuant to which Lessor has agreed to lease that certain building located at 3055 West Ramsey Street, Banning California, in the City of Banning, State of California, ("Building"), as more particularly shown on Exhibit "A", attached hereto and made a part hereof.

b. The Original Lease has been amended by:

1. That certain First Amendment to Lease dated October 22, 1996, by and between County of Riverside, and Ramsey Street Building (the "First Amendment").

2. That certain Second Amendment to Lease dated August 12, 1997, by and between County of Riverside, and Ramsey Street Building (the "Second Amendment").

3. That certain Third Amendment to Lease dated May 11, 2004, by and between County of Riverside, and Ramsey Street Building (the "Third Amendment").

4. That certain Fourth Amendment to Lease dated August 24, 2004,

1 by and between County of Riverside, and Ramsey Street Building(the "Fourth
2 Amendment").

3 5. That certain Fifth Amendment to Lease dated March 15, 2011, by
4 and between County of Riverside, and Ramsey Street Building (the "Fifth
5 Amendment").

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

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

10 **2. Capitalized Terms: Sixth Amendment to Prevail.** Unless defined
11 herein or the context requires otherwise, all capitalized terms herein shall have the
12 meaning defined in the Lease, as heretofore amended. The provisions of this Sixth
13 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease,
14 as heretofore amended, and shall supplement the remaining provisions thereof. The
15 Lease remains in full force and effect except to the extent amended by this Sixth
16 Amendment.

17 **3. Rent During Extended Term:** Section 4 of the Lease shall be amended
18 as follows: County shall pay to Lessor the monthly sums as rent for the leased
19 premises during the term of this Lease as indicated below:

<u>Amount</u>	<u>Year</u>
\$15,395.17	02/01/2016 to 01/31/2017
\$15,703,07	02/01/2017 to 01/31/2018

22 **4. Term:** Section 3 of the Lease shall be amended as follows: The term of
23 this Lease shall be extended twenty four (24) months commencing on February 1,
24 2016 and terminating January 31, 2018 ("Extended Term"). January 31, 2018 shall
25 hereafter be defined as the "Expiration Date".

26 Notwithstanding the provisions of Section 4 herein, County shall have the right
27 to terminate this Lease at any time during the extended period. County shall provide
28

1 Lessor with one hundred twenty (120) days written notice. Lessor shall be able to
2 advertise and by appointment show the premises during that time.

3 **5. Annual Increase:** Section 3 (b) of the Second Amendment to Lease
4 shall be deleted in its entirety and amended as follows: The annual increase shall be
5 decreased to two (2%) percent in year two of the lease.

6 **6. Counterparts:** The Sixth Amendment may be signed in counterparts,
7 each of which will be an original and all of which taken together will constitute one and
8 the same instrument.

9 **7.** Except as modified or supplemented by this Sixth Amendment to Lease,
10 all provisions of the Lease remain in full force and effect.

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1 8. This Sixth Amendment to Lease shall not be binding or consummated
2 until its approval by the Board of Supervisors of Riverside County.

3
4 Dated: _____

5 **LESSEE:**
6 **COUNTY OF RIVERSIDE**

7 By: _____
8 John J. Benoit, Chairman
9 Board of Supervisors

11 **ATTEST:**
12 Kecia Harper-Ihem
13 Clerk of the Board

14 By: _____
15 Deputy

17 **APPROVED AS TO FORM:**
18 Gregory P. Priamos, County Counsel

19 By: _____
20 Todd Frahm
21 Deputy County Counsel

LESSOR:

RAMSEY STREET BUILDING, a joint venture

By: _____
W.D. Bell, by Alison Rainey, His Heir

By: _____
W.D. Bell, by Alexa Foster, His Heir

By: _____
George Arzoo, Joint Partner

By: _____
Frank Livicich, Joint Partner

By: _____
Carol A. Stratford, Trustee of Milton
And Margaret Stratford Trust

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28

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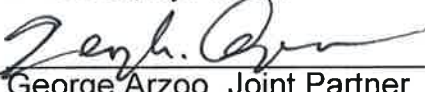
19 By: 
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21 Deputy County Counsel

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By: 
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By: _____
Carol A. Stratford, Trustee of Milton
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27 CC:jb/051316/BA002/18.174 S:\Real Property\TYPING\Docs-18.000 to 18.499\18.174.doc
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6 **COUNTY OF RIVERSIDE**

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8 John J. Benoit, Chairman
9 Board of Supervisors

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12 Kecia Harper-Ihem
13 Clerk of the Board

14 By: _____
15 Deputy

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19 By: 
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21 Deputy County Counsel

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By: _____
George Arzoo, Joint Partner

By: _____
Frank Livicich, Joint Partner

By: 
Carol A. Stratford, Trustee of Milton
And Margaret Stratford Trust



NOTICE OF EXEMPTION

May 2, 2016

Project Name: County of Riverside, Economic Development Agency (EDA) Riverside University Health System, Banning, 6th Amendment to Lease

Project Number: FM042130000200

Project Location: 3055 West Ramsey Street, Suites A and B, Banning, California 92220; APN 538-181-012;
(See Attached Exhibit)

Description of Project: Through the space programming efforts the Riverside University Health System (RUHS) has collaborated with Public Health and Behavioral Health to proceed with a strategy to co-exist at the same location which would significantly enhance the services provided by one another and thus provide better service the community. The space required for a shared clinic will be approximately 27,000 square feet. This square footage would accommodate the 20-40 staff members, plus 100-150 patients daily including 15-30 daily walk in patients. There is no leased space in Banning that can accommodate the square footage required to meet the needs of a shared clinic. Therefore, a new standalone build-to-suit facility will be designed and constructed. Until the new facility is built and ready for occupancy, EDA Real Estate has negotiated a two year lease extension at the current Banning Clinic facility. The 6th Amendment to the Lease Agreement, which is the letting of property involving existing facilities, and contains no tenant improvements, alterations, or expansion, is identified as the proposed Project under the California Environmental Quality Act (CEQA). No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency, and Ramsey Street Building

Exempt Status: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 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 does the Project have unusual circumstances that could possibility 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 6th Amendment to the Lease Agreement.

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

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Project Management
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Real Property
Redevelopment Agency
Workforce Development

- **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 a Lease Agreement of existing office space. The use of the office space would be consistent with the designated 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 6th Amendment to the Lease Agreement is limited to a contractual transaction and indirect effects would be limited to the existing use of an office building. The Lease Agreement will not result in any direct or indirect physical environmental impacts. 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.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency 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: _____

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Riverside University Health System, Banning, 6th Amendment to Lease

Accounting String: 524830-47220-7200400000- FM042130000200

DATE: May 2, 2016

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature:



PRESENTED BY: Cindy Campos, Real Property Agent III, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: May 2, 2016

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM042130000200**
Riverside University Health System, Banning, 6th Amendment to Lease

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file

Sixth Amendment to Lease

Riverside University Health System - Clinic



0 223 445 Feet



REPORT PRINTED ON... 4/28/2016 8:52:17 AM

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"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
APN538181012 / District 5

Legend

