

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



**ITEM**  
3.8  
(ID # 6735)

**MEETING DATE:**

Tuesday, May 22, 2018

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Ratify and Approve Fourth Amendment to Lease, Riverside University Health System - Behavioral Health, 5 Year Lease Extension, CEQA Exempt, District 1, [\$3,051,269]; Federal 40%, State 60% (Clerk to File Notice of Exemption)

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities exemption and Section 15061(b)(3) "common sense" exemption;
2. Ratify and Approve the attached Fourth Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within 5 days of approval by the Board.

**ACTION:** Policy, CIP

Robert Field, Assistant County Executive Officer/ECD

4/30/2018

Steve Steinberg

5/1/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Tavaglione, Washington, Perez and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** May 22, 2018  
**xc:** EDA, Recorder

Kezia Harper-Ihem  
Clerk of the Board  
By   
Deputy

**3.8**

**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>	\$401,211	\$565,850	\$3,051,269	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: : Federal 40%, State 60%</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year:2017/18-2022/23</b>	

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

**BACKGROUND:**

**Summary**

This Fourth Amendment to Lease represents a request from the Riverside University Health System – Behavioral Health to extend the lease for its office located at 769 and 771 Blaine Street, Riverside, California, commencing on January 1, 2018 through December 31, 2022. The square footage of the premises will decrease from 29,120 to 28,400 square feet to exclude Suite 741, included in the current lease. The total cost of the improvements is \$185,920.00 including interior painting, floor coverings, restrooms partition repairs, break room counter top replacement, installation of edge guards, and various repairs throughout the facility. County's share of the improvement costs shall be \$100,720.00, plus a fifteen percent contingency for County's use. The total amount paid by County shall not exceed \$115,828.00. Lessor shall pay any difference between the total amount paid by County and the total cost of the improvements of \$185,920.00.

Pursuant to the California Environmental Quality Act (CEQA), the Fourth Amendment was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines 15301, Class 1 – Existing Facilities. The proposed project, the Fourth Amendment, is the letting of property involving existing facilities and no expansion of an existing use will occur.

This Fourth Amendment to Lease is summarized below:

Lessor: B. H. Properties, LLC  
11111 Santa Monica Blvd., #1800  
Los Angeles, California 90025

Premises Location: 769 and 771 Blaine Street, Riverside, California

Size:	<u>Existing</u>	<u>New</u>
	29,120 square feet	28,400 square feet
	\$ 1.41 per sq. ft.	\$ 1.45 per sq. ft.
	\$ 40,968.53 per month	\$ 41,180.00 per month

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

	\$491,622.36 per year	\$494,160.00 per year
Term:	Effective January 1, 2018 through December 31, 2022	
Rent Adjustment:	Two and one half percent per year	
Utilities:	County pays for telephone and electrical services, Landlord pays for all others services.	
Custodial Services:	Landlord	
Maintenance:	Landlord	
RCIT Costs:	N/A	
Tenant Improvements:	Not to exceed \$115,828.00. Includes a 15% contingency for County's use.	
Option to Terminate:	Option to Terminate: Termination for any reason after thirty-six months of the lease extension with one hundred twenty days' notice with four month penalty and repayment of tenant improvement cost of \$85,200.00.	

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

**Impact on Residents and Businesses**

This facility will continue to provide important mental health services for the residents and community of Riverside. The continued occupancy of this facility provides a positive economic impact to this area's residents and businesses.

**SUPPLEMENTAL:**  
**Additional Fiscal Information**

See attached Exhibits A, B, & C

The RUHS-BH has budgeted these costs in FY 17/18-22/23 and will reimburse Economic Development Agency for all lease costs on a monthly basis.

**Contract History and Price Reasonableness**


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

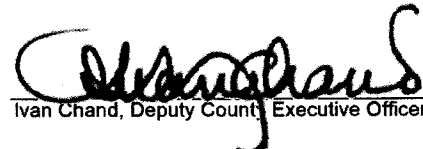
This is a five year renewal. This contract has been in place since November 2003.

Attachment:

- Exhibits A, B & C
- Fourth Amendment to Lease
- Notice of Exemption

RF:HM:VY:MH:ra RV310 19.703 13790  
MinuteTrak: 6735

  
Rohini Dasika, Principal Management Analyst 5/14/2018

  
Ivan Chand, Deputy County Executive Officer 5/14/2018

  
Gregory V. Priamos, Director County Counsel 5/14/2018

# Exhibit A

FY 2017/18

## RUHS - Behavioral Health Lease Cost Analysis 769 and 771 Blaine Street, Riverside, California

### ESTIMATED AMOUNTS

#### Total Square Footage to be Leased:

Existing Office:	29,120	SQFT		
New Office	28,400	SQFT		
Approximate Cost per SQFT (July - Dec)	\$	1.41		
Approximate Cost per SQFT (Jan - June)	\$	1.45		
Lease Cost per Month (July - Dec)		\$	40,968.53	
Lease Cost per Month (Jan - June)		\$	41,180.00	
Total Lease Cost (July - Dec)			\$	245,811.18
Total Lease Cost (Jan - June)			\$	247,080.00
<b>Total Estimated Lease Cost for FY 2017/18</b>			<b>\$</b>	<b>492,891.18</b>

#### Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12		
Estimated Utility Costs per Month		\$	3,494.40	\$ 20,966.40
Total Estimated Utility Cost (July-Dec)		\$	3,408.00	\$ 20,448.00
Total Estimated Utility Cost (Jan-June)				
Tenant improvement	115,828.00			<u>115,828.00</u>
EDA Lease Management Fee - 3.93%			\$	9,660.38
EDA Lease Management Fee - 4.92%			\$	17,855.07
<b>TOTAL ESTIMATED COST FOR FY 2017/18</b>			<b>\$</b>	<b><u>677,649.03</u></b>
Amount Approved in Previous Agreement			\$	276,437.96
Amount of FY17/18			\$	401,211.07

# Exhibit B

FY 2018/19

**RUHS - Behavioral Health Lease Cost Analysis  
769 and 771 Blaine Street, Riverside, California**

***ESTIMATED AMOUNTS***

**Total Square Footage to be Leased:**

New Office:	28,400		
Approximate Cost per SQFT (July - Dec)	\$	1.45	
Approximate Cost per SQFT (Jan - June)	\$	1.49	
Lease Cost per Month (July - Dec)	\$	41,180.00	
Lease Cost per Month (Jan - June)	\$	42,209.50	
Total Lease Cost (July - Dec)			\$ 247,080.00
Total Lease Cost (Jan - June)			\$ 253,257.00
<b>Total Estimated Lease Cost for FY 2018/19</b>			<b>\$ 500,337.00</b>

**Estimated Additional Costs:**

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month			\$ 3,408.00
Total Estimated Utility Cost			\$ 40,896.00
EDA Lease Management Fee - 4.92%			\$ 24,616.58
<b>TOTAL ESTIMATED COST FOR FY 2018/19</b>			<b>\$ 565,849.58</b>

# Exhibit C

**FY 2019/20 to FY 2022/23**

**RUHS - Behavioral Health Lease Cost Analysis  
769 and 771 Blaine Street, Riverside, California**

**ESTIMATED AMOUNTS**

**Total Square Footage to be Leased:**

New Office: 28,400 SQFT

	FY 2019/20	FY 2020/21	FY2021/22 to FY22/23
Approximate Cost per SQFT (July - Dec)	\$ 1.49	\$ 1.52	
Approximate Cost per SQFT (Jan - June)	\$ 1.52	\$ 1.56	
Lease Cost per Month (July - Dec)	\$ 42,209.50	\$ 43,264.74	\$ 89,801.37
Lease Cost per Month (Jan - June)	\$ 43,264.74	\$ 44,346.36	\$ 45,455.01
Total Lease Cost (July - Dec)	\$ 253,257.00	\$ 259,588.43	\$ 538,808.22
Total Lease Cost (Jan - June)	\$ 259,588.43	\$ 266,078.14	\$ 272,730.09
<b>Total Estimated Lease Cost for FY 2019/20 to FY 2022/23</b>	<b>\$ 512,845.43</b>	<b>\$ 525,666.56</b>	<b>\$ 811,538.31</b>

**Estimated Additional Costs:**

Utility Cost per Square Foot	\$ 0.12	\$ 0.12	\$ 0.12
Estimated Utility Costs per Month	\$ 3,408.00	\$ 3,408.00	\$ 3,408.00
Total Estimated Utility Cost	\$ 40,896.00	\$ 40,896.00	\$ 61,344.00
 EDA Lease Management Fee - 4.92%	 \$ 25,231.99	 \$ 25,862.79	 \$ 39,927.69
<b>TOTAL ESTIMATED COST FOR FY 2019/20 to FY 2022/23</b>	<b>\$ 578,973.42</b>	<b>\$ 592,425.36</b>	<b>\$ 912,810.00</b>

F11: Cost - Total Cost \$ 3,051,269.43

1 **FOURTH AMENDMENT TO LEASE**

2 **769, 771, and 741 Blaine Street, Riverside, California**

3  
4 This **FOURTH AMENDMENT TO LEASE** ("Fourth Amendment"), dated as of  
5 MAY 22 2018, is entered by and between the **COUNTY OF RIVERSIDE**, a  
6 political subdivision of the State of California, ("Lessee" or "County"), and **B.H.**  
7 **PROPERTIES, L.L.C.** a California limited liability company ("Lessor"), sometimes  
8 collectively referred to as the "Parties".

9 **RECITALS.**

10 a. Lessor and Lessee entered into a lease dated November 4, 2003,  
11 pursuant to which Lessor has agreed to lease to Lessee and Lessee has agreed to  
12 lease from Lessor a portion of that certain building located at 769 Blaine Street,  
13 Riverside, California ("Building"), as more particularly described in the Lease (the  
14 "Original Lease").

15 b. The Original Lease has been amended by:

16 i. That certain First Amendment to Lease dated September  
17 29, 2009, by and between Lessee and Lessor (the "1<sup>st</sup> Amendment"), whereby the  
18 Parties amended the Original Lease to extend the term period, amend the rental  
19 amounts, the right to early termination, satisfaction, options, and tenant improvements.

20 ii. That certain Second Amendment to Lease dated March 12,  
21 2013, by and between Lessee and Lessor (the "2<sup>nd</sup> Amendment"), whereby the Parties  
22 amended the Original Lease to extend the term period, amend the rental amounts,  
23 premises, improvements and options to terminate.

24 iii. That certain Third Amendment to Lease dated April 28,  
25 2015, by and between Lessee and Lessor (the "3<sup>rd</sup> Amendment"), whereby the Parties  
26 amended the Original Lease to do improvements.

27 c. The Original Lease together with the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Amendments are  
28 collectively referred to herein as the "Lease".

MAY 22 2018 3.8



1 d. The Parties now desire to amend the Lease with this Fourth Amendment  
2 to extend the term period, amend the rental amounts, annual rent increases, premises,  
3 improvements, and option to terminate.

4 **NOW THEREFORE**, for good and valuable consideration the receipt and  
5 adequacy of which is hereby acknowledged, the Parties agree as follows:

6 **1. TERM.** Section 4.1 of the Lease is hereby amended to extend the lease  
7 term from January 1, 2018 to December 31, 2022 ("Term"). Section 2 of the 2<sup>nd</sup>  
8 Amendment is hereby deleted in its entirety and replaced with the following: Section  
9 4.1 of the Lease is hereby amended by the following: The term of the Lease shall be  
10 extended from January 1, 2018 through December 31, 2022.

11 **2. RENT.** Sections 5.1 and 5.2 of the Lease are hereby amended by the  
12 following: Lessee shall pay to Lessor the monthly sum of \$41,180.00 as rent for the  
13 leased premises effective January 1, 2018 ("Effective Date"). Thereafter, the monthly  
14 rent shall be increased annually on each anniversary of the Effective Date by an  
15 amount equal to two and one half percent (2.5%) of the monthly rent paid during the  
16 preceding year.

17 **3. PREMISES.** Section 2.2 of the Lease is hereby amended by the  
18 following:

19 The square footage of the Premises shall decrease from 29,120 to  
20 28,400 square feet to exclude Suite 741 as of April 15, 2018, as more particularly  
21 shown on Exhibit "A," attached hereto and incorporated herein.

22 **4. COUNTY'S RIGHT TO EARLY TERMINATION.** The language in  
23 Section 6.4 of the Lease is hereby amended by adding the following Section 6.4.2:

24 6.4.2. County shall have the right to terminate this Lease for any reason  
25 after thirty six months of the Lease extension by providing Lessor one hundred twenty  
26 (120) days advance written notice and by paying Lessor four months worth the rent  
27 then in effect and tenant improvement cost of \$85,200.00.

28

1           **5. IMPROVEMENTS BY LESSOR.** Exhibit "I" attached hereto is hereby  
2 added to the Lease as Exhibit "I". Section 11 of the Lease shall be amended by adding  
3 subsection 11.1.11 to the Lease as follows:

4                           11.1.11. Lessor, at its sole cost and expense, shall construct  
5 certain tenant improvements, as set forth in Exhibit "I," attached hereto, and incorporated  
6 herein by reference ("Additional Improvements"). The total cost of the Additional  
7 improvements is \$185,920.00. The cost of the Additional Improvements as paid by County  
8 is \$100,720.00, plus a fifteen percent (15%) contingency has been added for County's use.  
9 The amount shall not exceed \$115,828.00 The Lessor shall pay the balance of  
10 \$85,200.00. Lessor shall provide to County an itemized statement of the actual cost of the  
11 Additional Improvements upon completion. County will reimburse Lessor within thirty (30)  
12 days of receipt of itemized statement, or as soon thereafter as a warrant can be issued.

13           **6. CAPITALIZED TERMS:** Fourth Amendment to Prevail. Unless defined  
14 herein or the context requires otherwise, all capitalized terms herein shall have the  
15 meaning defined in the Lease, as heretofore amended. The provisions of this Fourth  
16 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease,  
17 as heretofore amended, and shall supplement the remaining provision thereof.

18           **7. MISCELLANEOUS.** Except as amended or modified herein, all the terms  
19 of the Lease shall remain in full force and effect and shall apply with the same force  
20 and effect. Time is of the essence in this Fourth Amendment and the Lease and each  
21 and all of their respective provisions. Subject to the provisions of the Lease as to  
22 assignment, the agreements, conditions and provisions herein contained shall apply to  
23 and bind the heirs, executors, administrators, successors and assigns of the parties  
24 hereto. If any provision of this Fourth Amendment or the Lease shall be determined to  
25 be illegal or unenforceable, such determination shall not affect any other provision of  
26 the Lease and all such other provisions shall remain in full force and effect. The  
27 language in all parts of the Lease shall be construed according to its normal and usual  
28 meaning and not strictly for or against either Lessor or Lessee. Neither this Fourth

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

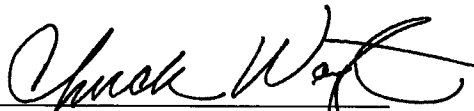
3 **8. EFFECTIVE DATE.** This Fourth Amendment to Lease shall not be  
4 binding or consummated until its approval by the Riverside County Board of  
5 Supervisors and fully executed by the Parties.

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

8 Dated: MAY 22 2018

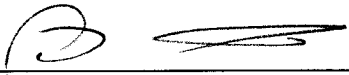
9 **LESSEE:**

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

13 By:   
14 Chuck Washington, Chairman  
15 Board of Supervisors

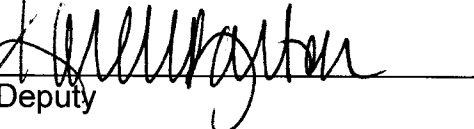
**LESSOR:**

**B.H. PROPERTIES, L.L.C.,**  
a California limited liability company

16 By:   
17 Arsalan Gozini  
18 General Member

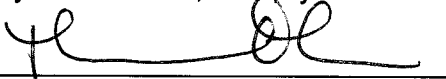
16 **ATTEST:**

17 Kecia Harper-Ihem  
18 Clerk of the Board

19 By:   
20 Deputy

21 **APPROVED AS TO FORM:**

22 Gregory P. Priamos, County Counsel

23 By:   
24 Thomas Oh  
25 Deputy County Counsel

26  
27 MH:ra/040918/RV310/19.700

DATE	DESCRIPTION

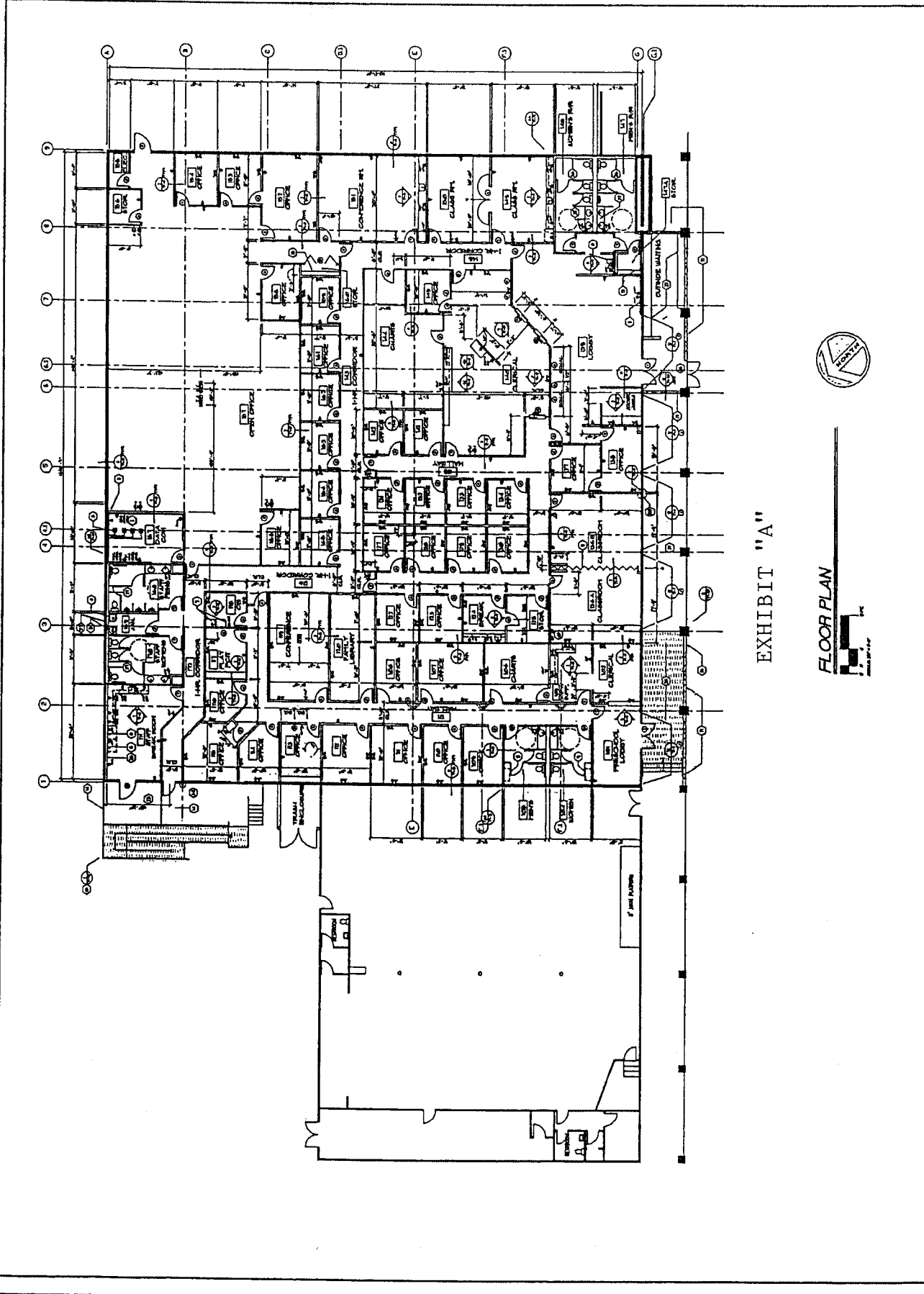
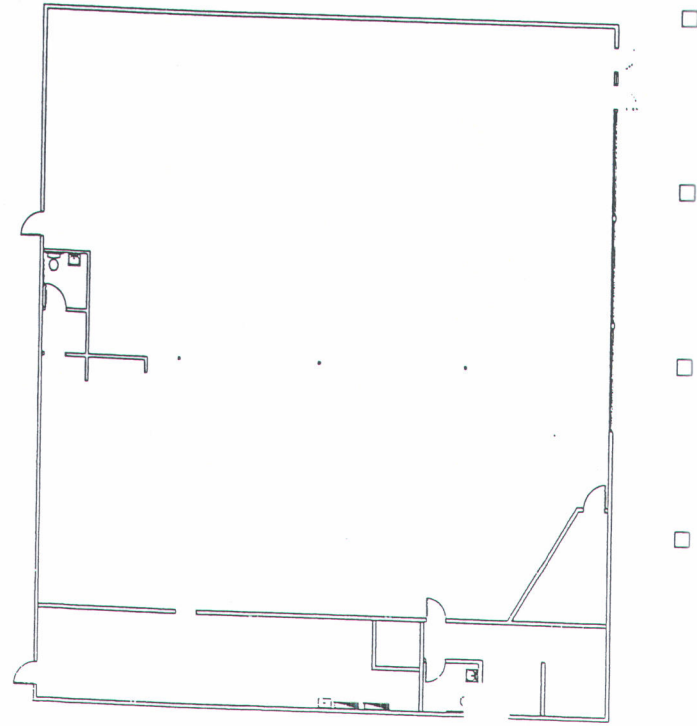


EXHIBIT "A"

FLOOR PLAN





EXISTING FLOOR PLAN

LEGEND

EXISTING WALL

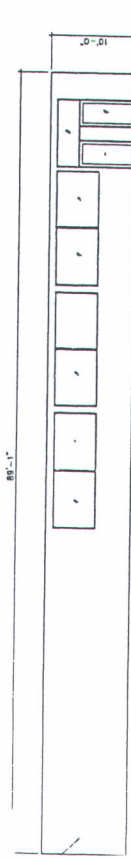
EXISTING BRIDGING & ILLUMINATED DIRECTIONAL EXIT SIGN



SCALE : 1/8" = 1'-0"

2 NEW FLOOR PLAN

SCALE : 1/8" = 1'-0"

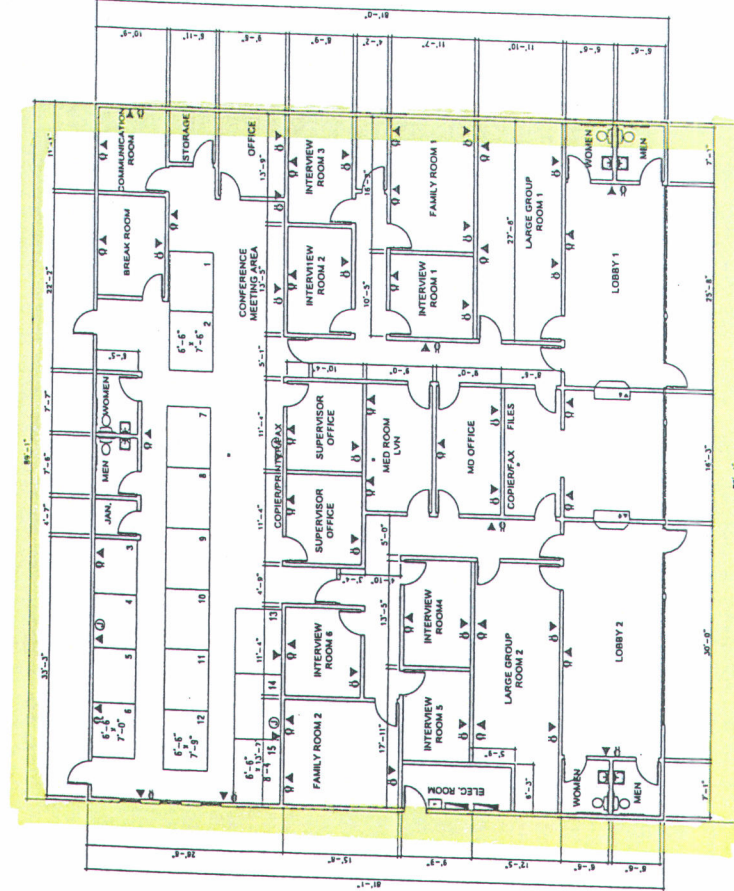


EXISTING ELEVATION

SCALE : 1/8" = 1'-0"

4 NEW ELEVATION

SCALE : 1/8" = 1'-0"



LEGEND

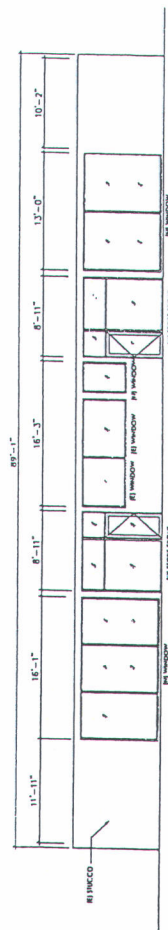
EXISTING WALL

NEW WALL



2 NEW FLOOR PLAN

SCALE : 1/8" = 1'-0"



NEW ELEVATION

SCALE : 1/8" = 1'-0"

4 NEW ELEVATION

SCALE : 1/8" = 1'-0"

ds Meta  
 DESIGN STUDIO META, INC.  
 2000 MILLERS AVENUE SUITE 200  
 RIVERSIDE, CA 92504  
 PHONE: (951) 514-1000  
 FAX: (951) 514-1001

PROJECT  
 MENTAL HEALTH OFFICE  
 771 BLAINE ST  
 RIVERSIDE, CA

CONSTRUCTION DOCUMENT  
 PACKAGE TITLE

ISSUE RECORD  
 NO. DESCRIPTION DATE

SCALE  
 DRAWING TITLE

DRAWING NO.  
 A 404

EXHIBIT "A"

**EXHIBIT "I"**  
**BLAINE RENEWAL**  
**Repairs/Improvements as shown on the drawings**

Clinic 769:

Lobby

- Paint all existing light walls same color
- Patch dark wall where needed
- All high traffic doors need to be painted including restroom doors
- Remove graffiti from partitions from Men's Restrooms
- Install a second soap dispenser in Women's restrooms
- Women restroom feminine product dispenser not working, needs to be repaired by Lessor..
- Lobby door needs door stopper; Lessor shall install door stopper.

Conference Room C

- All three walls need to be painted the same color as the color on the wall on the sink side

Conference Room 152

- 3 walls need to be painted

Exam Room across from Room 130, built in cabinet wood is peeling off from the edge, it needs to be repaired by Lessor. Knobs shall be replaced to be same as kitchen.

Kitchen

- Cabinet knobs need to be replaced some are missing.
- Exit Door needs to be painted

Each office:

- Three walls except accent wall needs painting.

All corridor doors require painting.

Room 136 needs an electric cover plate and touch up work.

Install corner guards throughout

Suite A:

Each office:

- Three walls except accent wall needs painting.

Repair crack on walls 110, 106 and 107

Lobby/Reception/Clerical Area needs painting

Breakroom needs painting

Install new carpet throughout

Install corner guards throughout

**EXHIBIT "I"**  
**BLAINE RENEWAL**  
**Repairs/Improvements**

Suite 771:

Patch and paint each office

Replace existing flooring with luxury vinyl (wood looking) throughout.

Repair around drinking fountain, decorative bricks were never installed after drinking fountain was installed, decorative bricks need to install by Lessor.

Exit door has a crack on wall and door needs to be adjusted, Lessor to repair crack and adjust door.

Breakroom

-Paint breakroom

-Tile by breakroom door is lifting, it needs to be repaired by Lessor.

Room 115 hole on wall, need door stop, it needs to be repaired by Lessor.

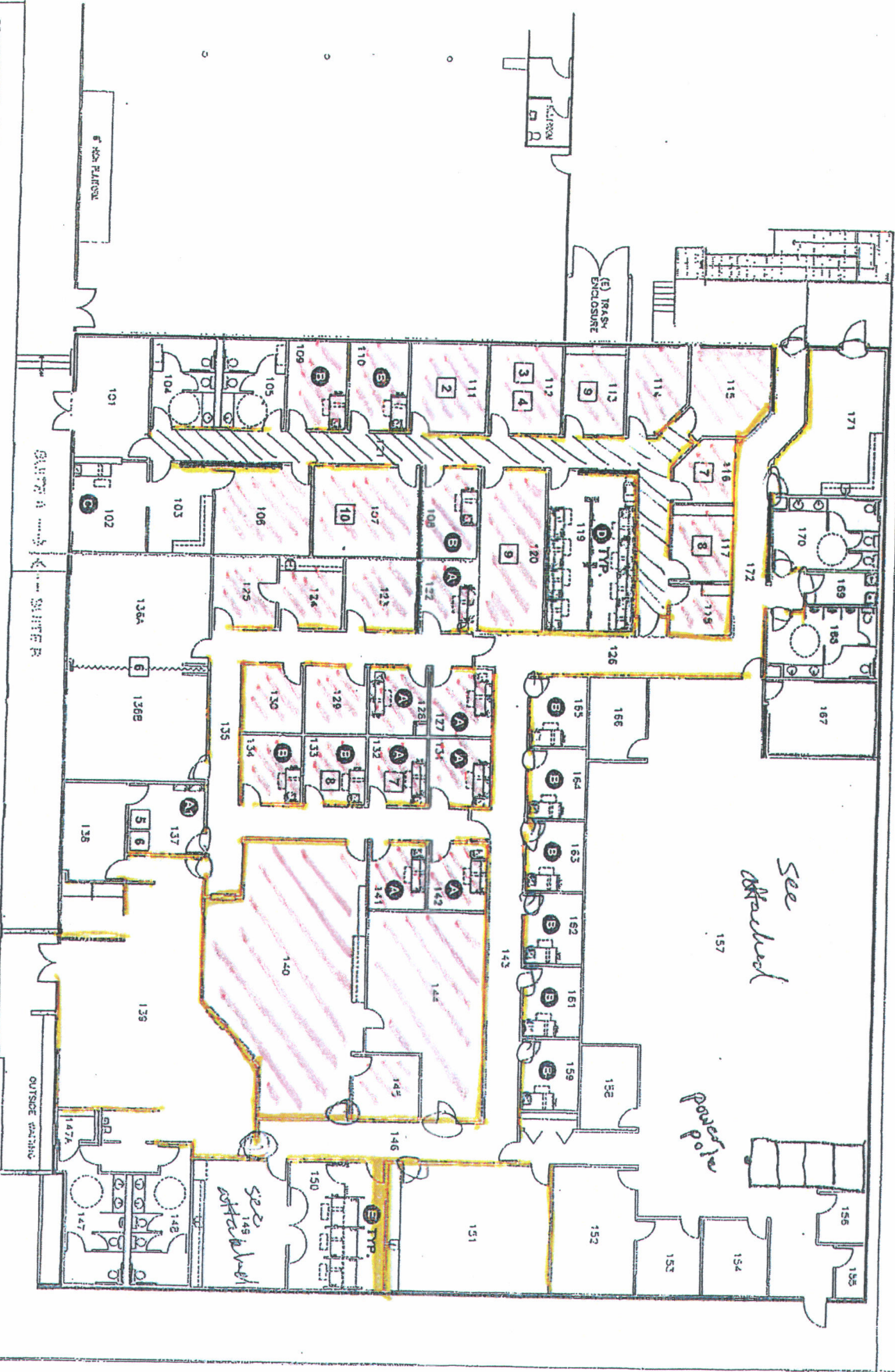
Room 114 door needs W-4 squeaks, it needs to be repaired by Lessor.

Bugs inside ceiling light next to Room 107, it needs to be cleaned by Lessor.

Pieces of some sort of cloth inside ceiling light in Room 110, it needs to be cleaned by Lessor.

Install corner guards throughout

EXHIBIT "T"

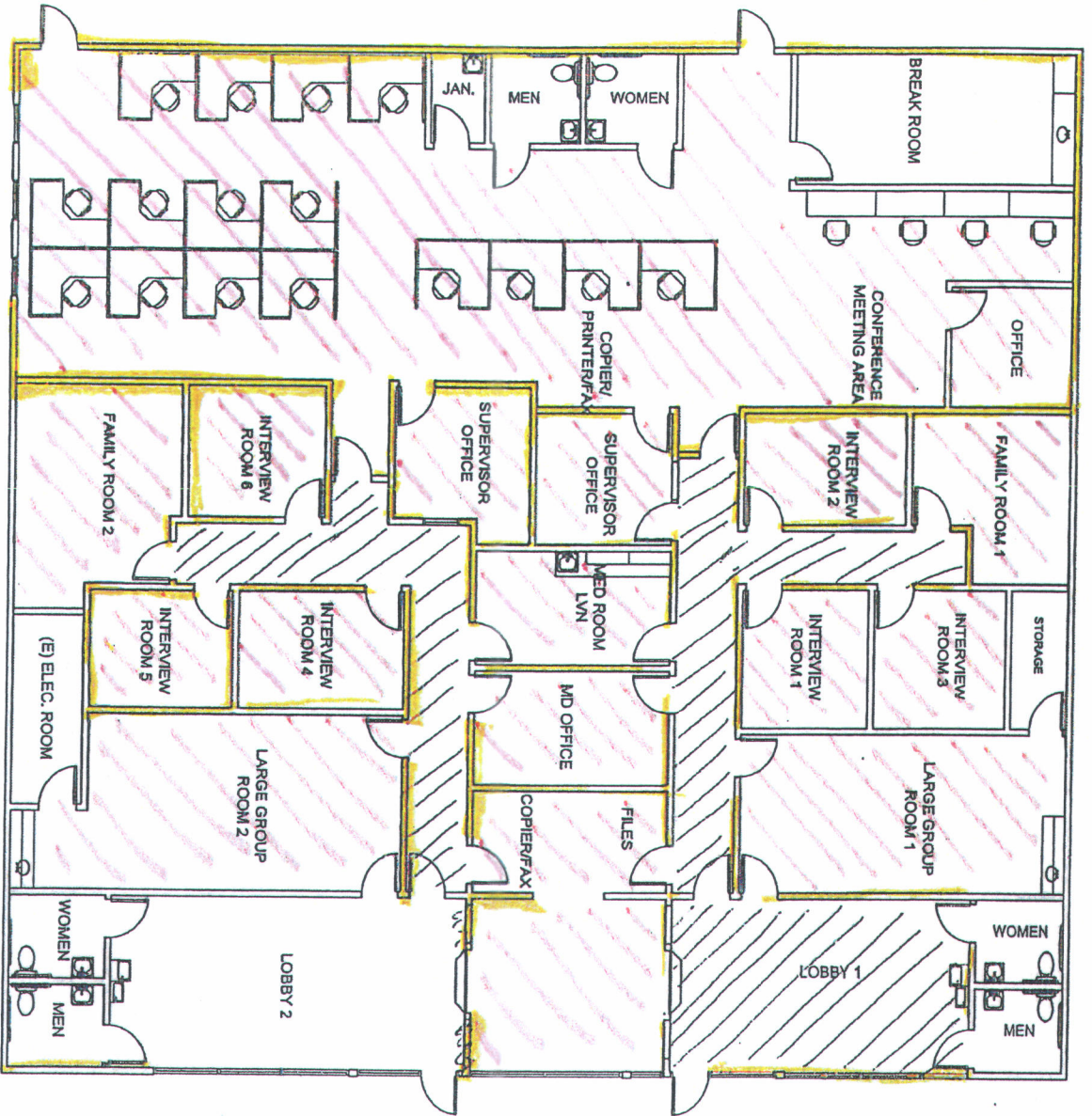


PROJECT NAME: WESTERN ADULT PROGRAM - COUNTY OF RIVERSIDE - DMH BLAINE ST  
 SHEET TITLE: FURNITURE PLAN 769 BLAINE ST. RIVERSIDE

SHEET NUMBER: F-1-0  
 SCALE: 1/16" = 1'-0"  
 DATE: 08/26/12  
 PROJECT #: 12917

/// - wood  
 - carpet tile  
 - paint  
 - luxury vinyl





- carpet tiles  
 - wood type  
 - luxury vinyl  
 - paint



# FLOOR PLAN

771 BLAINE STREET, RIVERSIDE, CA 92507



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

5/23/18  
Date

VB  
Initial

### NOTICE OF EXEMPTION

May 10, 2018

**Project Name:** County of Riverside, Economic Development Agency (EDA) Riverside University Health System Behavioral Health (RUHS-BH), Fourth Amendment to Lease -- Blaine Street, Riverside, County of Riverside

**Project Number:** FM042611031000

**Project Location:** 769, and 771 Blaine Street, west of Watkins Drive, Riverside, California 92507; Assessor's Parcel Number (APN) 251-070-007 (See Attached Exhibit)

**Description of Project:** The County of Riverside (County) Department of Mental Health entered into a Lease Agreement with B.H. Properties, L.L.C. on November 4, 2003 to occupy office space within the building located at 769 Blaine Street, Riverside, California. The Lease Agreement was amended previously to extend the term of the lease, rental amount, and incorporate improvements. The Department of Mental Health is now under the jurisdiction of the RUHS Behavioral Health (RUHS-BH). The RUHS-BH facility consists of an integrated adult outpatient clinic, with treatments ranging from psychiatric services and short-term therapy to ongoing support, housing, and benefits assistance. On-site primary health care and vocational services are also provided to adults.

The location continues to meet the needs of RUHS-BH and a fourth amendment to extend the lease five years until December 31, 2022. As part of the fourth amendment, RUHS-BH Perris is also seeking to decrease the amount of space to exclude Suite 741 (720 square feet). The total leased area will decrease from 29,120 square feet to 28,400 square feet. Minor tenant improvements, including painting, graffiti removal, the replacement of flooring, repair built-in counter tops and wall near drinking fountain, and replace kitchen and exam room door knobs, are also included as part of the extension of the lease. The Fourth Amendment to the Lease Agreement is identified as the proposed Project under the California Environmental Quality Act (CEQA). The proposed Project would involve the continuation of the letting of commercial space, and would include a minor decrease in leased space, with minor tenant improvements. No expansion of the existing building will occur. The operation of the facility will continue to provide behavioral health services and 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 B.H. Properties, L.L.C.

**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.

MAY 22 2018 3.9

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

org

Administration  
Aviation  
Business Intelligence  
Cultural Services  
Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

**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 possibly 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 Fourth 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 an extension of an existing Lease Agreement to an existing facility, in which changes are limited to a minor decrease of leased space, minor interior improvements to increase functionality and the painting and replacement of flooring. The site is currently developed and does not contain environmentally sensitive areas. The use of the space by RUHS-BH would be consistent with the permitted and planned capacity of the site and would result in 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 direct effects of the proposed Fourth Amendment to the Lease Agreement are limited to a contractual transaction that extends the term of the lease, decreases the amount of leased space from 29,120 to 28,400 square feet and includes minor tenant improvements to improve functionality of the space. The indirect effects would be limited to existing use of a commercial building. 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 interior alterations 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.

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: 5/10/18

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-Department of Behavioral Health,  
Fourth Amendment to Lease, Blaine Street, Riverside, California**

**Accounting String: 524830-47220-7200400000 - FM042611031000**

DATE: May 10, 2018

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: Maribel Hyer, Real Property Agent III, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: May 10, 2018

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 # FM042611031000**  
Riverside University Health System-Department of Behavioral Health, Fourth Amendment to Lease,  
Blaine Street, Riverside, California

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 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501**

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

Attachment

cc: file