

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



ITEM
3.5
(ID # 9116)

MEETING DATE:

Tuesday, April 9, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Lease Agreement, Riverside University Health System - Behavioral Health, Perris, 1 Year Lease, CEQA Exempt, District 5, [\$21,561]; Federal 30%, State 70% (Clerk of the Board to File the 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. Approve the attached Lease Agreement 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

Robert Field, Assistant County Executive Officer/ECD

3/25/2019

Matthew Chang, Director

3/26/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: April 9, 2019
xc: EDA, Recorder

Kecia Harper
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 | \$4,312 | \$17,249 | \$21,561 | \$0 |
| NET COUNTY COST | \$0 | \$0 | \$0 | \$0 |
| SOURCE OF FUNDS: Federal 30%, State 70% | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 2018/19- 2019/20 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This request from the Riverside University Health System – Behavioral Health (RUHS-BH) is to pursue a new Lease for its existing offices located at 2221 South “A” Street, Suite 108, Perris, California. The specific request is to extend the lease term upon Board approval and terminating June 30, 2020.

RUHS-BH has been at this location since 2007 and under a Memorandum of Understanding (MOU) and has been in holdover since 2009. RUHS-BH now wishes to extend the current cooperative relationship with the Perris Elementary School District with this new lease agreement (Lease).

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

The Lease is summarized below:

| | |
|-----------|--|
| Lessor | Perris School District 143 East First Street Perris, California, 92570 |
| Location: | 2221 South “A” Street, Suite 108 Perris, California 92570 |
| Term: | Effective upon Board approval and terminating June 30, 2020 |
| Size: | 960 square feet |
| Rent: | <u>Existing</u> <u>New</u> |

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

| | |
|----------------------|----------------------|
| \$ 1.00 per sq. ft. | \$ 1.00 per sq. ft. |
| \$ 960.00 per month | \$ 960.00 per month |
| \$11,520.00 per year | \$11,520.00 per year |

| | | |
|------------|---------------------|---------------------|
| Custodial: | <u>Existing</u> | <u>New</u> |
| | \$ 0.25 per sq. ft. | \$ 0.33 per sq. ft. |
| | \$ 240.00 per month | \$ 315.00 per month |
| | \$2,880.00 per year | \$3,780.00 per year |

Utilities: County pays for telephone services, Lessor pays for all other utilities

Maintenance: Lessor

Option to terminate: Termination for any reason with ninety day notice

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

Impact on Residents and Business:

This facility provides important mental health services for the residents and community surrounding this region of the County.

SUPPLEMENTAL:

Additional Fiscal Information:

See attached Exhibits A and B.

RUHS-BH has budgeted these costs in FY 2018/19-2019/20 and will reimburse the Economic Development Agency – Real Estate Division for all lease costs and on a monthly basis.

Contract History and Price Reasonableness

This is a new Lease for existing office located at 2221 South "A" Street, Suite 108, Perris, California since 2007. The Lease rate is competitive based on the current market.

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


Alex Gann 4/1/2019

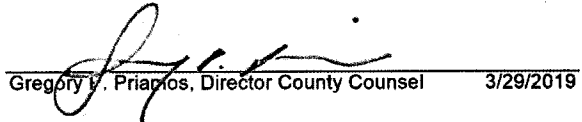

Gregory V. Priapos, Director County Counsel 3/29/2019

Exhibit A

FY 2018/19

RUHS-Behavioral Health - Lease Agreement
2221 South "A" Street, Suite 108, Perris, Ca

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

| | | |
|--|-----------|------------------|
| Current Office: | 960 SQFT | |
| Approximate Cost per SQFT (Jul-Mar) | \$ 1.00 | |
| Approximate Cost per SQFT (Apr-Jun) | \$ 1.00 | |
| Lease Cost per Month (Jul-Mar) | \$ | 960.00 |
| Lease Cost per Month (Apr-Jun) | \$ | 960.00 |
| Total Lease Cost (Jul-Mar) | \$ | 8,640.00 |
| Total Lease Cost (Apr-Jun) | \$ | 2,880.00 |
| Total Estimated Lease Cost for FY 2018/19 | \$ | 11,520.00 |
| Custodial Cost per Month (Jul-Mar) | \$ | 240.00 |
| Custodial Cost per Month (Apr-Jun) | \$ | 315.00 |
| Total Custodial Cost (Jul-Mar) | \$ | 2,160.00 |
| Total Custodial Cost (Apr-Jun) | \$ | 945.00 |
| Total Estimated Custodial Cost for FY 2018/19 | \$ | 3,105.00 |

Estimated Additional Costs:

| | | |
|--|-----------|---------------------|
| Utility Cost per SQFT | \$ 0.12 | |
| Estimated Utility Costs per Month | \$ | 115.20 |
| Total Estimated Utility Cost (Jul-Mar) | \$ | 1,036.80 |
| Total Estimated Utility Cost (Apr-Jun) | \$ | 345.60 |
| Total Estimated Utility Cost for FY 2018/19 | \$ | 1,382.40 |
| EDA Lease Management Fee prior to 04/01/2019 | 0.00% | \$ - |
| EDA Lease Management Fee as of 04/01/2019 | 4.92% | \$ 141.70 |
| TOTAL ESTIMATED COST FOR FY 2018/19 | | \$ 16,149.10 |
| Amount Previously Approved in Prior Agreement | | \$ 11,836.80 |
| Amount in FY 2018/19 for New Amendment | | \$ 4,312.30 |
| TOTAL COUNTY COST | 0% | \$ - |

Exhibit B

FY 2019/20

RUHS-Behavioral Health - Lease Agreement

2221 South "A" Street, Suite 108, Perris, Ca

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

| | | |
|---|----------|-----------|
| Current Office: | 960 SQFT | |
| Approximate Cost per SQFT (Jul-Mar) | \$ 1.00 | |
| Approximate Cost per SQFT (Apr-Jun) | \$ 1.00 | |
| Lease Cost per Month (Jul-Mar) | \$ | 960.00 |
| Lease Cost per Month (Apr-Jun) | \$ | 960.00 |
| Total Lease Cost (Jul-Mar) | \$ | 8,640.00 |
| Total Lease Cost (Apr-Jun) | \$ | 2,880.00 |
| Total Estimated Lease Cost for FY 2019/20 | \$ | 11,520.00 |
| Custodial Cost per Month (Jul-Mar) | \$ | 315.00 |
| Custodial Cost per Month (Apr-Jun) | \$ | 315.00 |
| Total Custodial Cost (Jul-Mar) | \$ | 2,835.00 |
| Total Custodial Cost (Apr-Jun) | \$ | 945.00 |
| Total Estimated Custodial Cost for FY 2019/20 | \$ | 3,780.00 |

Estimated Additional Costs:

| | | |
|---|---------|--------------|
| Utility Cost per SQFT | \$ 0.12 | |
| Estimated Utility Costs per Month | \$ | 115.20 |
| Total Estimated Utility Cost (Jul-Jun) | \$ | 1,382.40 |
| EDA Lease Management Fee as of 04/01/2019 | 4.92% | \$ 566.78 |
| TOTAL ESTIMATED COST FOR FY 2019/20 | | \$ 17,249.18 |
| TOTAL COUNTY COST | 0% | \$ - |

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LEASE

2221 South "A" Street, Suite 108, Perris, CA

PERRIS ELEMENTARY SCHOOL DISTRICT, herein called "Lessor," leases to the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, herein called "County," the property described below under the following terms and conditions:

1. Description. The premises leased hereby consist of approximately Nine Hundred Sixty (960) square feet located within that certain building located at 2221 South "A" Street, Suite 108, Perris, California, also identified as Assessor Parcel Number 330-060-002, as more particularly shown on Exhibit "A", attached hereto, and by this reference made a part of this Lease.

2. Use.

(a) The premises are leased to County primarily for the purpose of providing office space, for use by its Riverside University Health System – Behavioral Health, but may be used for any official business of County government.

(b) County shall have the exclusive possession of the leased premises and common usage of the walkways, rest rooms, driveways, vehicular parking spaces, and other similar facilities maintained by Lessor for other tenants and the public.

3. Term.

(a) This Lease shall be effective upon the date of its full execution and terminate June 30, 2020.

(b) Any holding over by County after the expiration of said term shall be deemed a month-to-month tenancy upon the same terms and conditions of this Lease.

(c) County shall have the right of first refusal as to the renewal of this Lease at the expiration of said term on whatever terms and conditions Lessor may then offer.

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1 **4. Rent.** County shall pay the sum of \$960.00 per month, payable in
2 advance, on the first day of the month or as soon thereafter as a warrant can be issued
3 in the normal course of County's business; provided, however, in the event County
4 cannot take useful occupancy of the leased premises until after the first day of the
5 month, rentals for the first and last months shall be pro-rated on a thirty (30) day
6 calendar basis, payable on the date of occupancy for the first month and on the first
7 day of the last month, or as soon thereafter as a warrant can be issued in the normal
8 course of County's business.

9 **5. Custodial.**

10 **(a) Custodial Services.** In addition to the rent, County shall pay
11 \$315.00 per month for custodial services. Lessor shall provide custodial services in
12 connection with the Leased Premises and such services shall be provided as set forth
13 in the attached Exhibit "B". The provider of such custodial services will perform
14 background checks through LiveScan or in the manner specified by County, of
15 qualified permanent and temporary employees to determine their suitability for
16 employment. The provider will be bonded in the sum of \$10,000.00, and proof of such
17 insurance, as supplied by the Lessor, shall be furnished prior to occupancy of
18 Premises by County. In addition to bonding as required herein, Lessor shall also
19 receive proof of statutory workers' compensation insurance, commercial general
20 liability and vehicle liability insurance from the provider of any custodial functions
21 performed at the Premises location.

22 **(b) County's Right to Provide Custodial Service and Deduct**
23 **Cost.** If County provides written notice to Lessor of an event or circumstance that
24 requires the action of Lessor with respect to the custodial services as set forth in
25 Paragraph 6 and Exhibit "B", and Lessor fails to provide such action as required by the
26 terms of this Lease within three (3) days of County's notice, County may take the
27 required action to provide custodial services by its staff or those of a custodial
28 contractor if: (1) County delivers to Lessor an additional written notice advising Lessor

1 that County intends to take the required action if Lessor does not begin the required
2 action within forty-eight (48) hours after the written notice; and (2) Lessor fails to begin
3 the required work within this forty-eight (48) hour period. Upon demand by County,
4 Lessor shall promptly reimburse County the actual cost and expenses thereof,
5 provided said costs and expenses are reasonable. Should Lessor fail to promptly pay
6 the cost and expenses, County may deduct and offset that amount from Rent payable
7 under this Lease. For purposes of this Section, notice given by fax or e-mail shall be
8 deemed sufficient.

9 **6. Utilities.** County shall pay for all telephone services used in connection
10 with the leased premises. Lessor shall provide, or cause to be provided, and pay for all
11 other utility services, including but not limited to, electric, water, gas, refuse collection
12 and sewer services, as may be required in the maintenance, operation and use of the
13 leased premises.

14 **7. Maintenance.**

15 (a) Lessor warrants that the leased premises shall be in good and
16 suitable condition for the uses contemplated herein at such time as County can take
17 useful occupancy. Lessor shall keep the leased premises in such good condition, and
18 in compliance with all federal, state and local laws, ordinances, rules, codes and
19 regulations including but not limited to fire, health and safety. Additionally, Lessor shall
20 maintain the exterior and interior of the leased premises, including, but not limited to,
21 insect/pest control services, air conditioning equipment, heating equipment, plumbing,
22 electrical wiring and fixtures, windows and structural parts, in good working condition
23 and repair and in compliance with all laws, ordinances, rules and regulations, including,
24 but not limited to, the Americans with Disabilities Act.

25 (b) In the event Lessor fails, or refuses, to make any repairs to the
26 leased premises as may be required or necessitated, County reserves the right to
27 undertake such repairs, subject to two (2) weeks' notice to Lessor in writing. The costs
28 and expenses of such repairs shall be deducted from any rents due hereunder.

1 (c) Notwithstanding the provisions contained in Paragraph 8(a) above,
2 in the event an emergency arises which requires or necessitates repairs to the leased
3 premises in order to insure the health and safety of persons or property or both, and
4 Lessor fails, or refuses, to make such repairs in an expeditious manner, County may
5 undertake such repairs and notify Lessor thereof in writing promptly thereafter. The
6 costs and expenses of such repairs shall be deducted from any rents due hereunder.

7 **8. Improvements by Lessor.**

8 (a) Lessor recognizes and understands that preparation of the leased
9 premises shall be subject to the provisions contained in the California Labor Code
10 (commencing with Section 1720) relating to general prevailing wage rates and other
11 pertinent provisions therein.

12 (b) Lessor shall comply and stay current with all applicable building
13 standards, which may change from time to time, including but not limited to, the
14 Americans with Disabilities Act.

15 **9. Improvements by County.**

16 (a) Any alterations, improvements or installation of fixtures to be
17 undertaken by County shall have the prior written consent of Lessor after County has
18 submitted plans for any such proposed alterations, improvements or fixtures to Lessor
19 in writing. Such consent shall not be unreasonably withheld by Lessor.

20 (b) All alterations and improvements made, and fixtures installed, by
21 County shall remain County property and may be removed by County at or prior to the
22 expiration of this Lease; provided, however, that such removal does not cause injury or
23 damage to the leased premises, or in the event it does, the premises shall be restored.

24 (c) All tenant improvements, alterations, or modifications shall be
25 subject to prior written approval of Lessor.

26 **10. Hold Harmless/Indemnification.**

27 Lessor shall indemnify and hold harmless the County Parties from any
28 liability, whatsoever, including but not limited to, property damage, bodily damage,

1 bodily injury, or death, or from any services provided by Lessor Parties or any act,
2 error, omission, of Lessor Parties or of any invitee, guest, or licensee of Lessor and
3 any other related third party in, on, or about the Project arising out of, from or in any
4 way relating to this Lease. When indemnifying County Parties, Lessor shall defend at
5 its sole cost and expense, including but not limited to, attorneys, cost of investigation,
6 defense and settlements or awards, on behalf of the County Parties in any claim or
7 action based upon such liability.

8 County shall indemnify and hold harmless the Lessor Parties from any
9 liability whatsoever, including, but limited to, property damage, bodily injury, or death,
10 based on asserted on events which may occur within the County leased premises and
11 is under the control of the County arising out of or from its use and occupancy relating
12 to this Lease. County Parties shall not indemnify Lessor Parties for liability arising
13 within the County leased premises when such liability arose out of or from Lessor's
14 responsibilities under the terms of the Lease. County shall defend at its sole cost and
15 expense, including, but not limited to, attorney fees, cost of investigation, defense and
16 settlement or awards on behalf of the Lessor Parties in any claim or action based upon
17 such liability.

18 **11. Insurance.**

19 County is self-insured and shall provide Lessor evidence of such
20 insurance if so requested by Lessor.

21 **12. Options to Terminate.**

22 (a) Either Party shall have the right to terminate this Lease after one
23 year without reason with ninety (90) days advance written notice.

24 (b) County shall have the option to terminate this Lease if the leased
25 premises are destroyed or damaged to the extent that they cannot be repaired within
26 sixty (60) days. If the damage can be repaired within sixty (60) days, it shall be the
27 duty of the Lessor to make such repairs promptly, and during said period, the rent shall
28 abate pro rata as to any portion of the leased premises not usable by the County.

County reserves the right to determine what, if any portions of the leased premises are usable.

13. Notices. Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

| | |
|------------------------------|--------------------------|
| County: | Lessor: |
| County of Riverside | Francine M. Story |
| Economic Development Agency | Chief Business Official |
| Real Estate Division | Perris School District |
| 3403 Tenth Street, Suite 400 | 143 East First Street |
| Riverside, California 92501 | Perris, California 92570 |

or to such other addresses as from time to time shall be designated by the respective parties.

14. Quiet Enjoyment. Lessor covenants that County shall at all times during the term of this Lease peaceable and quietly have, hold and enjoy the use of the leased premises so long as County shall fully and faithfully perform the terms and conditions that it is required to do under this Lease.

15. Binding on Successors. The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the parties hereto.

16. Severability. The invalidity of any provision in the Lease as determined by court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

17. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

1 **18. Attorneys' Fees.** In the event of any litigation or arbitration between
2 Lessor and County to enforce any of the provisions of this Lease or any right of either
3 party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the
4 successful party all costs and expenses, including reasonable attorneys' fees, incurred
5 therein by the successful party, all of which shall be included in and as a part of the
6 judgment rendered in such litigation or arbitration.

7 **19. County's Representative.** County hereby appoints the Assistant County
8 Executive Officer/ECD as its authorized representatives to administer this License.

9 **20. Entire Lease.** This Lease is intended by the parties hereto as a final
10 expression of their understanding with respect to the subject matter hereof and as a
11 complete and exclusive statement of the terms and conditions thereof and supersedes
12 any and all prior and contemporaneous leases, agreements and understandings, oral
13 or written, in connection therewith. This Lease may be changed or modified only upon
14 the written consent of the parties hereto.

15 **21. Interpretation.** The parties hereto have negotiated this Lease at arm's
16 length with advice of their respective attorneys, and no provision contained herein shall
17 be construed against County solely because it prepared this Lease in its executed
18 form.

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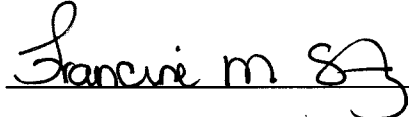
1 22. This Lease shall not be binding or consummated until its approval and
2 execution by the Chairman of the Riverside County Board of Supervisors.

3 APR 09 2010
4 Dated: _____

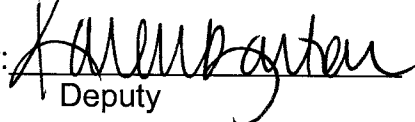
5 **COUNTY OF RIVERSIDE**

PERRIS ELEMENTARY SCHOOL
DISTRICT (Lessor)


7
8 By: 
9 Kevin Jeffries, Chairman
Board of Supervisors

By: 
Its: Chief Business Official

11
12 Attest:
13 Kecia Ihem
Clerk of the Board

14 By: 
15 Deputy

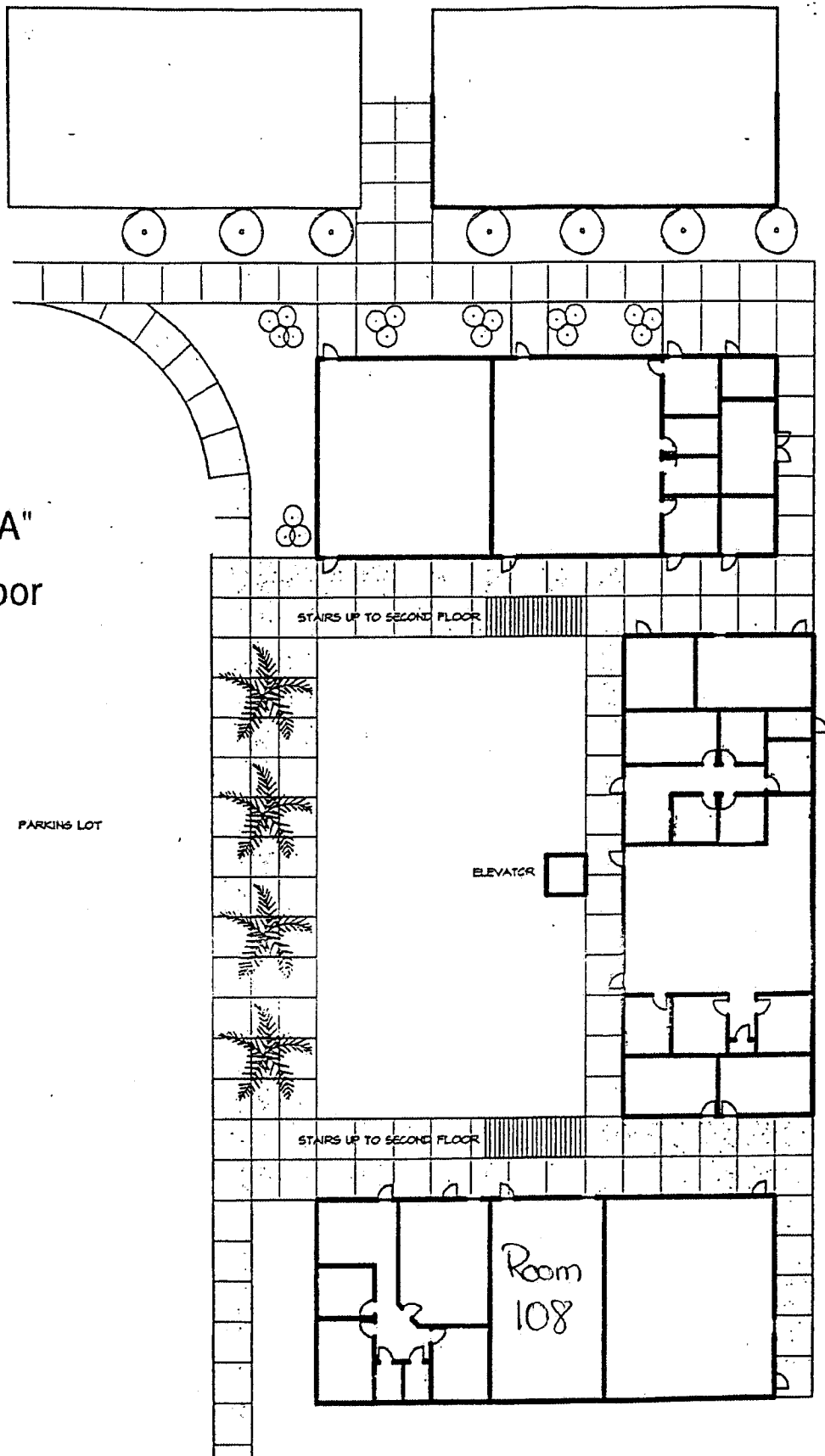
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18 Approved as to Form:
Gregory P. Priamos, County Counsel

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20 By: 
21 Wesley W. Stanfield
Deputy County Counsel

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24 MH:mc/020419/PR026/19.991

Rob Reiner Children & Families Development Center

Exhibit "A"
First Floor



COUNTY OF RIVERSIDE
Economic Development Agency
Real Estate Division

CUSTODIAL SERVICES REQUIREMENTS FOR LEASE FACILITIES

1. Background checks shall be performed, in a manner specified by County, of all qualified permanent and temporary employees.
2. Provide all required services and supplies.
3. Perform services five days a week during the hours of 5:00pm to 1:00am only.
4. Provide and replace all fluorescent light tubes and incandescent light bulbs using only those types of tubes and bulbs that are energy efficient as indicated by manufacturer. Fixture reflectors shall be wiped clean with each relamping.
5. Lessor and custodial staff shall be responsible for key control. Issuing keys to workers, collecting said keys at shift end and retrieving keys at the end of custodian's employment. If keys are lost, stolen or misplaced, rekeying costs are landlord's responsibility.
6. **SPECIFIC SERVICES** – Frequency and coverage:

A. Daily:

1. Rest Rooms:

Empty all trash containers, refill dispensers, damp mop floors, clean, sanitize and polish all plumbing fixtures, chrome fittings, flush rings, drain and overflow outlets, clean and polish mirrors, clean wall adjacent to hand basins/urinals, dust metal partitions, remove finger prints from walls, switches, etc.

2. Lobby Area – Main Corridors – Stairways:

Remove trash, vacuum, vacuum/damp mop tile, clean lobby and entrance doors, clean and sanitize drinking fountains.

3. Employee Break Rooms/Kitchen:

Remove trash from building and deposit in dumpster, vacuum rugs and carpet, wipe spills, mop tile floor, remove fingerprints from doors, light switches, etc., and refill dispensers.

4. General and Private Areas:

Remove trash, vacuum carpets, mop tile floors, spot clean interior partition glass, clean counter tops and backboards, dust desks, conference tables, credenza/file cabinets and bookcases.

5. Building Security:

- a. Turn off all lights (except security and night lights)
- b. Close windows
- c. Reset alarms and lock all doors

B. Weekly – All Areas:

Polish buff hard resilient floors in traffic areas, spot clean carpeted areas.

Dust all high and low horizontal surfaces, including sills, ledges, moldings, shelves, locker tops, frames and file cabinets, damp wipe plastic and leather furniture.

Remove fingerprints from doors, elevator walls and controls, frames and light switches in office areas, clean and polish bright metal to 70" height, clean and sanitize waste containers in rest rooms and break rooms.

C. Monthly – All Areas:

Clean interior glass partitions/doors, dry dust wood paneling, remove dust/cobwebs from ceiling areas.

Spray buff resilient/hard floor areas, detail vacuum carpet edges, under desk/office furniture.

D. Quarterly – All Areas:

Spray buff resilient and hard surface floors and apply floor finish.

Clean interior/exterior windows, clean/polish office furniture, damp clean diffuser outlets in ceiling/wall, wash waste containers, and clean/dust blinds.

E. Semi-Annually – All Areas:

1. Clean and polish all baseboards
2. Damp clean lobby and reception chairs
3. Clean carpeted surfaces – use a water extraction method

F. Annually – All Areas:

1. All resilient and hard surface floors:
 - a. Move furniture, strip, seal and apply floor finish to all resilient and hard surface floors.



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

4/11/19
Date

VB
Initial

NOTICE OF EXEMPTION

February 11, 2019

Project Name: County of Riverside, Economic Development Agency (EDA) Riverside University Health System Behavioral Health (RUHS-BH), Lease Agreement – Rob Reiner Children and Families Development Center, Perris, County of Riverside

Project Number: FM042552002600

Project Location: 2221 South A Street, Suite 108, north of Mapes Road, Perris, California 92570; Assessor's Parcel Number (APN) 330-060-002 (See Attached Exhibit)

Description of Project: The County of Riverside (County) Board of Supervisors is considering a request from the Riverside University Health System – Behavioral Health Department for a new lease for its existing office at the Rob Reiner Children and Families Development Center, located at 2221 South A Street, Suite 108, in the City of Perris California (APN 330-060-002). RUHS-BH has occupied the space since 2007 and the facility continues to meet the needs of the department. The leased area consists of 960 square feet of space, and the new lease would commence upon Board approval and terminate on June 30, 2020. The Lease Agreement is identified as the proposed Project under the California Environmental Quality Act (CEQA). The proposed Project would involve the letting of existing office space and no expansion of the existing building will occur. The operation of the facility will continue to provide office services in the form of 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 Perris School District

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.

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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

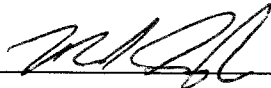
Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

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 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 execution of a Lease Agreement to an existing facility. 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 Lease Agreement are limited to a contractual transaction that spans a three-year term of lease. The indirect effects would be limited to existing use of an office building. The use and operation of the facility will provide office-related services, consistent with the planned use and capacity of the facility and will not create any new environmental impacts to the surrounding area. No impacts beyond the use of an existing building 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: _____

2/11/19

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,
Lease Agreement Rob Reiner Children and Families Development Center, Perris,
California**

Accounting String: 524830-47220-7200400000 - FM042552002600

DATE: February 11, 2019

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, Senior Real Property Agent, Economic Development
Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY:

DATE:

RECEIPT # (S)



Date: February 11, 2019

To: Kiyomi Moore/Josefina Castillo; Office of the County Clerk

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

Subject: **County of Riverside Economic Development Agency Project # FM042552002600**
Riverside University Health System-Department of Behavioral Health, Lease Agreement, Rob Reiner
Children and Families Development Center, Perris, 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 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file