

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



**ITEM: 3.15  
(ID # 10922)**

**MEETING DATE:**

Tuesday, November 5, 2019

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA) AND RIVERSIDE UNIVERSITY  
HEALTH SYSTEM :

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of Third Amendment to  
Lease with Desert AIDS Project - Riverside University Health System, CEQA  
Exempt, District 4, [\$0] (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 Sections 15301, Existing Facilities exemption, and Section 15061(b)(3), "Common Sense" exemption;
2. Approve the attached Third Amendment to Lease with Desert AIDS Project, 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 attached Notice of Exemption with the County Clerk for posting within five days of approval by the Board.

**ACTION:Policy**

Robert Field, Assistant County Executive Officer/ECD

9/20/2019

Jennifer Cruikshank, Chief Executive Officer - Health System

9/23/2019

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**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: November 5, 2019  
xc: EDA

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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<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>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:2019/20 –2020/21</b>	

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

**BACKGROUND:**

**Summary**

On February 27, 2018, Minute Order 3.23, the Board of Supervisors approved the sale of the Palm Springs Family Clinic, located at 1515 N. Sunrise Way, Palm Springs, CA 92262 (County Clinic) from the County of Riverside (County) to Desert AIDS Project (DAP). On that same date, the Board of Supervisors also approved a lease between the County and DAP (Lease), whereby the County is leasing the County Clinic for three years. The County will continue use of the County Clinic while the replacement healthcare facility is planned and constructed.

The County Clinic is operated by Riverside University Health System (RUHS), consists of an approximately 22,000 square foot healthcare facility, and includes patient registration, administrative offices, waiting and exam rooms, classrooms, and offices for the Women, Infants and Children (WIC) programs. Services also include primary medical and traditional public health services.

On December 4, 2018, Minute Order 3.17, the Board of Supervisors approved the First Amendment to Lease, which reduced the square footage used by RUHS and reduced the rent under the Lease.

On July 23, 2019, Minute Order 3.19, the Board of Supervisors approved the Second Amendment to Lease, which further reduced the shared square footage used by RUHS and reduced the rent under the Lease.

DAP, as property owner of the County Clinic, decided to merge the address of the County Clinic to their adjacent building located at 1695 N. Sunrise Way, Palm Springs, CA (DAP Clinic) and use suite numbers to differentiate between the DAP Clinic and County Clinic.

The sole purpose for the Third Amendment to Lease is to amend the address in the Lease from 1515 N. Sunrise Way, Palm Springs, CA to 1695 N. Sunrise Way, Suites 202 and 204, Palm Springs, CA. All other terms and conditions in the Lease remain the same.

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Pursuant to the California Environmental Quality Act (CEQA), the Third Amendment to Lease was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1 – Existing Facilities exemption and Section 15061(b)(3), "Common Sense" exemption. The proposed project, the Third Amendment to Lease, is the letting of property where no or negligible expansion of an existing use will occur.

A summary of the Lease, as amended by the Third Amendment, is as follows:

Location: Old Address: 1515 N. Sunrise Way  
Palm Springs, California 92262  
  
New Address: 1695 N. Sunrise Way, Suites 202 and 204  
Palm Springs, California 92262

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

**Impact on Citizens and Businesses**

The lease helps to increase quality of healthcare services provided by RUHS and will increase healthcare availability for the entire region.

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

There are no costs associated with this transaction.

**Attachments:**

- Aerial Image
- Third Amendment to Lease
- Notice of Exemption

RF:HM:VY:SG:CAO:jb  
Minute Traq ID: 10922

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

  
Alex Gann

10/29/2019



Gregory L. Priamos, Director County Counsel

10/23/2019

# Palm Springs Family Care Clinic

Aerial Image



E. Vista Chino

N Sunrise Way





**Legend**

- Parcel APNs
- Parcels
- World Street Map

**Notes**

\*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.

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REPORT PRINTED ON... 12/18/2017 10:34:05 AM

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

11/12/19

Date

WJ

Initial

## NOTICE OF EXEMPTION

October 8, 2019

**Project Name:** County of Riverside, Economic Development Agency (EDA) Palm Springs Family Care Clinic Third Amendment to Desert Aids Project, Palm Springs, California

**Project Number:** FM042551002400

**Project Location:** 1515 North Sunrise Way, south of East Vista Chino, Palm Springs, California, 92274; Assessor's Parcel Number (APN) 507-100-042; (See Attached Exhibit)

**Description of Project:** On February 27, 2018, Minute Order 3.23, the Riverside County Board of Supervisors approved the sale of the Palm Springs Family Clinic, located at 1515 North Sunrise Way, Palm Springs, CA 92262 (County Clinic) from the County of Riverside (County) to Desert AIDS Project (DAP). In turn, the County is leasing the County Clinic back from DAP for up to three years (Original Lease), at the cost of operations. The County will continue use of the County Clinic while the replacement healthcare facility is planned and constructed.

The County Clinic is operated by Riverside University Health System (RUHS), consists of an approximately 22,000 square foot healthcare facility, and includes patient registration, administrative offices, waiting and exam rooms, classrooms, and offices for the Women, Infants and Children (WIC) programs. Services also include primary medical and traditional public health services. On December 4, 2018, Minute Order 3.17, the Board of Supervisors approved The First Amendment to Lease, which reduced the square footage used by RUHS and reduced the rent. The Second Amendment to Lease further reduced the shared square footage used by RUHS, which also reduced the rent. DAP, as property owner of the County Clinic, decided to merge the address of the County Clinic to their adjacent building located at 1695 North Sunrise Way, Palm Springs, California (DAP Clinic) and use suite numbers to differentiate between the DAP Clinic and County Clinic. The sole purpose for the Third Amendment to Lease is to amend to address in the Lease from 1515 North Sunrise Way, to 1695 North Sunrise Way, Suites 202 and 204, Palm Springs, California. All other terms and conditions in the Lease remain the same.

The change in address and addition of suite numbers is identified as the proposed project under the California Environmental Quality Act (CEQA). The revised address will not result a significant impact on the environment.

**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, Desert Aids Project

**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.

NOV 05 2019 3:15

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[www.rivcoeda.org](http://www.rivcoeda.org)

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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 would the project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. 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 Third Amendment to the Lease.

- **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 amendment to a lease for use of an existing building which would result in a change in address. The project will not increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines:
- **Section 15061 (b) (3) – “Common Sense” Exemption:** The Third Amendment to Lease is exempt pursuant to State CEQA Guidelines Section 15061(b) (3). 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 Third Amendment to the Lease 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. The change in address by the addition of suites is being sought to increase the efficiency of operations. No expansion or increase in intensity of use would occur and 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.

Based upon the identified exemption 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: 10/8/19

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

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Palm Springs Family Care Clinic Third Amendment to Desert Aids  
Project, Palm Springs, California**

**Accounting String: 524830-47220-7200400000 - FM042551002400**

DATE: October 8, 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: Craig Olsen, Supervising Real Property Agent, Real Estate Division,  
Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -





Date: October 8, 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 # FM042551002400**  
Palm Springs Family Care Clinic Third Amendment to Desert Aids Project, Palm Springs, 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 or email at [msullivan@rivco.org](mailto:msullivan@rivco.org).**

Attachment

cc: file

1 **THIRD AMENDMENT TO LEASE**

2 County of Riverside and  
3 Desert AIDS Project, a California nonprofit public benefit corporation  
4 County of Riverside, California  
5

6 This **THIRD AMENDMENT TO LEASE** ("Third Amendment") is made as of  
7 November 5, 2019 by and between **Desert AIDS Project**, a California nonprofit public  
8 benefit corporation, ("Lessor" or "DAP") and the **COUNTY OF RIVERSIDE**, a political  
9 subdivision of the State of California, ("Lessee" or "County"). DAP and County are  
10 sometimes collectively referred to as "Parties".  
11

12 **RECITALS**

13  
14 **A.** DAP and County entered into that certain Lease Agreement dated  
15 February 27, 2018, ("the Original Lease") pursuant to which Lessor has agreed to lease  
16 to County and County has agreed to lease from Lessor portions of that certain building  
17 located at 1515 N. Sunrise Way, Palm Springs, California ("the Building"), as more  
18 particularly described in the Original Lease (the "Original Premises").

19 **B.** The Original Lease has been amended by that certain First Amendment  
20 to Lease dated December 4, 2018, by and between DAP and County ("First  
21 Amendment") to reduce the square footage of the Original Premises, revise the rent,  
22 and provide for Lessor improvements.

23 **C.** The Original Lease has been amended by that certain Second  
24 Amendment to Lease dated July 23, 2019, by and between DAP and County ("Second  
25 Amendment") to reduce the square footage of the Original Premises and revise the  
26 rent.

27 **D.** The Original Lease, together with the First Amendment and Second  
28 Amendment, are collectively referred to herein as the "Lease".

1 E. The Parties hereby agree to amend the Lease to change the address of  
2 the Original Premises.

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

5 1. **Description.** All references to "1515 N. Sunrise Way" or "1515 N.  
6 Sunrise Way, Suite 100" in the Lease, including Exhibit C-2 and Exhibit E, are hereby  
7 amended to read as follows: "1695 N. Sunrise Way, Suites 202 and 204."

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

15 3. **Miscellaneous.** Except as amended or modified herein, all the terms of  
16 the Lease shall remain in full force and effect and shall apply with the same force and  
17 effect. Time is of the essence in the Third Amendment and Lease and each and all of  
18 their respective provisions. Subject to the provisions of the Lease as to assignment,  
19 the agreements, conditions and provisions herein contained shall apply to and bind the  
20 heirs, executors, administrators, successors and assigns of the Parties hereto. If any  
21 provisions of this Third Amendment or the Lease shall be determined to be illegal or  
22 unenforceable, such determination shall not affect any other provision of the Lease and  
23 all such other provisions shall remain in full force and effect. The language in all parts  
24 of the Lease shall be construed according to its normal and usual meaning and not  
25 strictly for or against either Lessor or Lessee. Neither this Third Amendment, nor the  
26 Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded  
27 by Lessee.  
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**4. Effective Date.** This Third Amendment to Lease shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

[Signatures on following page]


1           **IN WITNESS WHEREOF**, the Parties have executed this Third Amendment as of  
2 the date first written below.

3  
4 Date: NOV 05 2019

5 LESSEE:  
6 County of Riverside, a political  
7 subdivision of the State of California

LESSOR:  
Desert AIDS Project, a California  
nonprofit public benefit corporation


8 By:   
9 Kevin Jeffries, Chairman  
Board of Supervisors

By:   
David Brinkman  
Chief Executive Officer

10  
11 ATTEST:  
12 Kecia R. Harper  
13 Clerk of the Board

14 By:   
15 Deputy

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

19 By:   
20 Thomas Oh  
21 Deputy County Counsel

22  
23 CO:ar/100219/PG024/20.750  
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