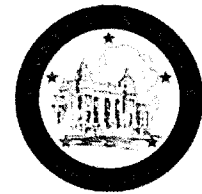


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.18
(ID # 11024)

MEETING DATE:

Tuesday, November 5, 2019

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Ratification and Approval of First Amendment to Revenue Lease with Telecare Corporation, Riverside University Health System - Behavioral Health, Indio, 2-Year Lease Extension, 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 Section 15301, Existing Facilities Exemption, and Section 15061(b)(3), "Common Sense" Exemption;
2. Ratify and approve the First Amendment to Revenue Lease between the County of Riverside and Telecare Corporation, and authorize the Chairman of the Board to execute the same on behalf of the County.
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:

Robert Field, Assistant County Executive Officer/ECD

10/15/2019

Matthew Chang, Director

10/28/2019

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: November 5, 2019
xc: EDA

Kecia R. 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	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 2019/20-20/21	

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

BACKGROUND:

Summary

RUHS – Behavioral Health has operated a residential treatment program in the county-owned building located at 47-915 Oasis Street, Indio (“Property”) since 1997. County has leased a portion of the Property to Telecare Corporation to provide services in this facility to adults experiencing emotional and/or behavioral issues. The Lease was approved by the Board on August 5, 2014 (M.O. #3-16) for an initial term of five years. This First Amendment will extend the Lease for an additional two years, expiring on July 31, 2021. The monthly rental amount is to remain at \$28,343.16 for the two year extension.

Pursuant to the California Environmental Quality Act (CEQA), the First Amendment 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 First Amendment, is the letting of property involving existing facilities and no expansion of an existing use will occur.

This First Amendment to Lease is summarized below:

Lessee: Telecare Corporation
1080 Marina Village Parkway
Suite 100
Alameda, California 94501

Premises Location: 47-915 Oasis Avenue
Indio, California

Size: Approximately 16,535 sq. ft.

Rent: \$ 1.71 per sq. ft.
\$ 28,343.16 per month
\$340,117.92 per year

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

Term: Two years, commencing August 1, 2019 through July 31, 2021

Utilities: County shall provide and pay for all utilities and telephone services.

Custodial: Lessee shall provide and pay for all custodial and housekeeping services.

Maintenance: County shall provide and pay for maintenance services.

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

Impact on Citizens and Businesses

This facility will continue to provide a variety of support and assistance services related to the residential treatment program which includes services to adults. The continued occupancy of this building will provide a positive economic impact to local residents and businesses who will be frequented by employees of this facility.

SUPPLEMENTAL:

Additional Fiscal Information

Through the lease, RUHS- Behavioral Health will receive rent revenue from Lessee for use of the facility. The rent will be applied to the actual operating cost of the facility. Thus, no net county cost will be incurred as a result of this transaction.

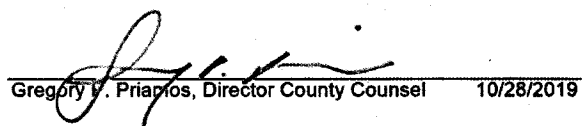
Contract History and Price Reasonableness

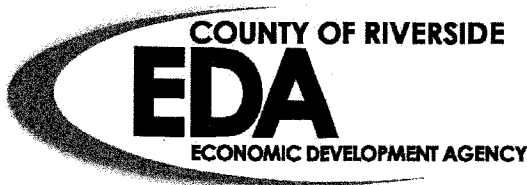
This is a two year extension. This contract has been in place since August 5, 2014.

Attachments:

- First Amendment to Revenue Lease
- Notice of Exemption


Alex Gann 10/29/2019


Gregory V. Priaplos, Director County Counsel 10/28/2019



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

11/12/19 Date kb Initial

NOTICE OF EXEMPTION

September 3, 2019

Project Name: County of Riverside, Economic Development Agency (EDA) Riverside University Health System-Behavioral Health, First Amendment to Revenue Lease Agreement with Telecare Corporation, Indio, County of Riverside

Project Number: FM047341011100

Project Location: 47-915 Oasis Avenue, north of Avenue 48, Indio, California 92201; Assessor's Parcel Number (APN) 614-150-033; (See Attached Exhibit)

Description of Project: The County of Riverside (County) has operated a residential treatment program in the County-owned building located at 47-915 Oasis Street, Indio, since 1997. On August 5, 2014, the County, on behalf of RUHS-Behavioral Health, entered into a Revenue Lease Agreement with Telecare Corporation to provide services in this facility to adults experiencing emotional and/or behavioral issues. The parties now desire to amend the Lease to extend the term. The First Amendment to the Revenue Lease shall be for a period of two years commencing August 4, 2019 and terminating August 3, 2021. First Amendment to the Revenue Lease Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project will result in the continuing use of an office building and will not result in an expansion of use. 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 Telecare Corporation

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.

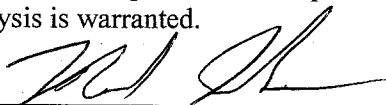
Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA 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 First Amendment to the Revenue Lease Agreement.

NOV 05 2019 3.18

- **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 extension of term of an existing Revenue Lease Agreement at an existing facility. The amendment to extend the Lease will not increase or expand the use of the site, as no alterations to the existing building are being considered; 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 First Amendment to the Revenue Lease Agreement is limited a contractual transaction and the indirect effects would be limited to the continued use of the existing space. The First Amendment to the Revenue Lease Agreement will not result in any direct or indirect physical environmental effects; 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: _____

9/3/19

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,
First Amendment to Revenue Lease with Telecare, Indio, California**

Accounting String: 524830-47220-7200400000 - FM047341011100

DATE: September 3, 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: September 3, 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 # FM047341011100**
Riverside University Health System, Department of Behavioral Health, First Amendment to Revenue Lease with Telecare, Indio, 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

1 **FIRST AMENDMENT TO REVENUE LEASE**

2 **47-915 Oasis Avenue, Indio, California**

3
4 This **FIRST AMENDMENT TO LEASE** ("First Amendment"), dated as of
5 November 5, 2019, is entered by and between the **COUNTY OF RIVERSIDE**, a
6 political subdivision of the State of California, ("Lessor" or "County"), and **TELECARE**
7 **CORPORATION**, a California corporation, herein called "Lessee", sometimes
8 collectively referred to as the "Parties".

9 **RECITALS**

10 A. County and Lessee entered into that certain Revenue Lease dated August
11 5, 2014, pursuant to which County has agreed to lease to Lessee and Lessee has agreed
12 to lease from County a portion of that certain building located at 47-915 Oasis Avenue,
13 Indio, California ("Building"), as more particularly described in the Lease (the "Original
14 Lease").

15 B. The Original Lease together with this First Amendment are collectively
16 referred to herein as the "Lease".

17 C. The Parties now desire to amend the Original Lease with this First
18 Amendment to extend the term period.

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

21 **1. TERM.** Section 4 of the Original Lease is hereby amended by the following:
22 The second sentence in Section 4 is hereby deleted. The term of the Lease shall be
23 extended for two years commencing on August 1, 2019 and terminating July 31, 2021
24 ("Term").

25 **2. CAPITALIZED TERMS: First Amendment to Prevail.** Unless defined
26 herein or the context requires otherwise, all capitalized terms herein shall have the
27 meaning defined in the Lease, as heretofore amended. The provisions of this First
28

1 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease,
2 as heretofore amended, and shall supplement the remaining provision thereof.

3 **3. MISCELLANEOUS.** Except as amended or modified herein, all the terms
4 of the Lease shall remain in full force and effect and shall apply with the same force and
5 effect. Time is of the essence in this First Amendment and the Lease and each and all
6 of their respective provisions. Subject to the provisions of the Lease as to assignment,
7 the agreements, conditions and provisions herein contained shall apply to and bind the
8 heirs, executors, administrators, successors and assigns of the parties hereto. If any
9 provision of this First Amendment or the Lease shall be determined to be illegal or
10 unenforceable, such determination shall not affect any other provision of the Lease and
11 all such other provisions shall remain in full force and effect. The language in all parts
12 of the Lease shall be construed according to its normal and usual meaning and not
13 strictly for or against either Lessor or Lessee. Neither this First Amendment, nor the
14 Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded
15 by Lessee.

16 **4. EFFECTIVE DATE.** This First Amendment to Lease shall not be binding
17 or consummated until its approval by the Riverside County Board of Supervisors and
18 fully executed by the Parties.

19 (Remainder of Page Intentionally Left Blank)


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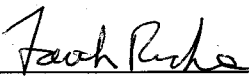
1 IN WITNESS WHEREOF, the Parties have executed this First Amendment as of
2 the date first written above.

3 Dated: NOV 05 2019
4

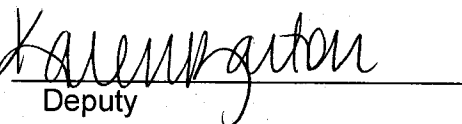
5 COUNTY OF RIVERSIDE,
6 a political subdivision of the
7 State of California

LESSEE:
Telecare Corporation


8 By: 
9 Kevin Jeffries, Chairman
Board of Supervisors

By: 
Faith Richie
Sr. Vice President for Development

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

14 By: 
15 Deputy

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

22 By: 
23 Thomas Oh
24 Deputy County Counsel

25
26 MH:ar/10/1/2019/IN111/20.716
27
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