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



ITEM: 3.19 (ID # 12599)

MEETING DATE:

Tuesday, June 16, 2020

FROM: FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Approval of Fourth
Amendment to Lease with CP Perris MH, LLC, Riverside University Health
System Polysical Health Perris Tapant Improvements CFCA Systems

System - Behavioral Health, Perris, Tenant Improvements, CEQA Exempt, District 5 [\$355,944], Federal 65%, State 35% (Clerk of the Board to File Notice

of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

 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 Fourth Amendment to Lease with CP Perris MH, LLC, 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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Jeffries 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

Rose Salgado, Director of Facilities Management

Absent:

None

Date:

June 16, 2020

XC:

FM-RE

Kecia R. Harper

Clerk of the Board

Deputy

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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	\$355,944	\$0	\$355,944	N/A
NET COUNTY COST	\$0	\$0	\$0	N/A
SOURCE OF FUNDS: Federal 65%; State 35%			Budget Adjustn	nent: No
			For Fiscal Year:	2019/20

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

BACKGROUND:

Summary

The County of Riverside (County) and CP Perris MH, LLC (Lessor), a California limited liability company, entered into a lease agreement on August 23, 2016, Minute Order 3.28 (Lease) for the purpose of providing office and clinic space for the Riverside University Health System – Behavioral Health (RUHS). The leased facility is located at 450 E. San Jacinto Avenue, Perris, California (Premises).

The Federally Qualified Health Clinic (FQHC), which has been operational since 2018 is requesting a modification to the building to provide for dental services as required for FQHC status. An area within the FQHC has been identified to create a 4-chair dental lab and this proposed Fourth Amendment to Lease is for the related building tenant improvements. The cost of the tenant improvements is for an amount not-to-exceed \$330,341, including a 10% County contingency, to be reimbursed by County upon completion. The improvements include, in part, demolition, construction of new walls, an instrument sterilization room, and a mechanical room for a compressor.

Pursuant to the California Environmental Quality Act (CEQA), the Fourth 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 Fourth Amendment, is the continuation of the letting of property involving existing facilities with no significant physical changes, and no expansion of an existing use will occur.

This Fourth Amendment to Lease is summarized below:

Lessor: CP Perris MH, LLC

c/o Capital Partners Development Company

Attn. John Buckel

1520 E. Covell Blvd. #B5-363

Davis, CA 95616

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

Premises Location:

450 E. San Jacinto Avenue, Perris, CA

Size:

Modifications are within the 35,740 square foot building.

Tenant Improvements:

Not to exceed \$330,341.20, to be reimbursed by County

upon completion.

RCIT:

\$9,350.00

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

Impact on Residents and Businesses

Providing a dental lab at this FQHC shall expand Health Clinic services to the community.

SUPPLEMENTAL Additional Fiscal Information

See attached Exhibit A

All costs within this Board action are related to the FQHC space. RUHS-BH has budgeted these costs in FY2019/20 and will reimburse Facilities Management for all lease costs related to this Fourth Amendment to Lease.

Contract History and Price Reasonableness

This lease has been in place since August 2016. The lease rate is deemed competitive based upon the current market.

Attachments:

Exhibit A

Fourth Amendment to Lease

Notice of Exemption

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

HR:ar/051520

even Arkeson

Gregory V. Prianios, Director County Counsel

6/4/2020

FOURTH AMENDMENT TO LEASE

(Riverside University Health Systems – Behavioral Health Clinic, 450 E. San Jacinto Avenue, Perris, California)

This FOURTH AMENDMENT TO LEASE ("Fourth Amendment") is made as of ______, 2020, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), as Lessee, and CP PERRIS MH LLC, a California limited liability company ("Lessor") and, sometimes collectively referred to as the "Parties."

RECITALS

- A. Lessor and County entered into that certain Lease dated August 23, 2016 ("Original Lease") pursuant to which Lessor has agreed to lease to County and County has agreed to lease from Lessor that certain building located at 450 E. San Jacinto Avenue, Perris, California, generally described as a free-standing building consisting of approximately 35,740 square feet, as more particularly described in the Original Lease.
 - B. The Original Lease has been amended by:
- i. That certain First Amendment to Lease dated April 10, 2018, by and between County and Lessor (the "First Amendment"), whereby the Parties amended the Original Lease to assist Lessor in obtaining funding for the loan by amending among other things the Subordination, Non-Disturbance and Attornment Agreement ("SNDA"), Exhibit H, whereby County agreed to subordinate its leasehold estate to the liens in favor of the lender.
- ii. That certain Second Amendment to Lease dated April 30, 2019, by and between County and Lessor (the "Second Amendment"), whereby the Parties further amended the Original Lease for the remodeling of an approximately 4,880 SF portion of the building for use by the County as a Federally Qualified Health Center ("FQHC #1")

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Updated 08/2010

- iii. That certain Third Amendment to Lease dated July 23, 2019, by and between County and Lessor (the "Third Amendment"), whereby the Parties further amended the Original Lease for the remodeling of an approximately 4,600 SF portion of the building for use by the County as a Federally Qualified Health Center ("FQHC #2") and modification of rent.
- C. The Original Lease together with the First, Second and Third Amendments are collectively referred to herein as the "Lease".
- D. The Parties now desire to amend the Lease with this Fourth Amendment to provide for improvements for a dental lab within the Federally Qualified Health Center (FQHC #2).
- NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:
- 1. Alterations and Additions. Section 11.1 shall be amended to add subsection 11.1.11 as follows:
- 11.1.11 Lessor, at its sole cost and expense, shall be responsible for planning and constructing the additional improvements shown on Exhibit "L" attached hereto and incorporated herein.
- (a) Lessor shall complete, subject to reimbursement by County in an amount not-to-exceed \$330,341.02, which includes a 10% contingency for use by County, the improvements per Exhibit "L", and "F" ("Additional Improvements") attached hereto. Upon completion of the Additional Improvements, Lessor shall provide the County with an itemized statement of the actual cost and County shall reimburse Lessor the total amount in full.
- (b) Work stated in Section 11.1.11 shall commence upon approval of the Fourth Amendment to Lease by the Riverside County Board of Supervisors or a mutually agreeable date by County and Lessor. The Additional Improvements set forth in Section 11.1.11 shall be constructed in accordance with the provisions of Exhibit "L" and, to the extent applicable, Exhibit "F" of the Lease. Lessor shall work

with diligence and make every effort to complete the additional improvements prior to June 30, 2020.

- 2. Capitalized Terms/Seventh Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Lease, as heretofore amended. The provisions of this Fourth Amendment shall prevail over any inconsistency or conflicting provisions of the Lease and shall supplement the remaining provision thereof.
- the Lease shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Fourth Amendment and the Lease and each and all of their respective provisions. Subject to the provisions of the Lease as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provision of this Fourth Amendment or the Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease and all such other provision shall remain in full force and effect. The language in all parts of the Lease shall be constructed according to its normal and usual meaning and not strictly for or against either Lessor or County. Neither this Fourth Amendment, nor the Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by County.
- 4. Effective Date. This Fourth 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.

SIGNATURE ON THE FOLLOWING PAGE

1	IN WITNESS WHEREOF, the p	arties have executed this Fourth Amendment as
2	of the date first written above.	
3		
4	COUNTY:	LESSOR:
5	COUNTY OF RIVERSIDE, a political	CP PERRIS MH, LLC, a
6	Subdivision of the State of California	California limited liability company
7	Du VM. St.	a John Brill
8	By: V. Manuel Perez, Charman	John A. Buckel, Manager
9	Board of Supervisors	
10	ATTEST:	
11	ATTEST.	
12	Kecia R. Harper Clerk of the Board	
13	0.4 4	
14	By: Utilia Passo	
15	Deputy	
16	APPROVED AS TO FORM:	
17	THE VEE NO TO FORM.	
18	Gregory P. Priamos, County Counsel	
19	By: The state of t	
20	Thomas Oh Deputy County Counsel	
21		
22		
23		
24		
25		
26		
27		

HR:dr/05282020/PR073/30.190

28

EXHIBIT "L"

Design and Construction Budget Perris FQHC

 PWC Design:
 \$ 18,780.00

 Permits & Inspection:
 \$ 1,500.00

 Oltmans' Construction:
 \$262,837.00

 CP Mgmt. Fee (6.0%):
 \$ 16,987.02

 Subtotal:
 \$300,104.02

County Contingency 10%: \$30,031.00

Total: \$330,341.02



CSI

PROJECT NAME: Perris RUHS Dental Improvement

Project Number: 17-043 5/6/2020

Owner Capital Partners Development

Project Address: 450 E. San Jacinto Avenue, Perris, CA

1,140

Remodel of existing office building to

Project Description: provide dental rooms

Area Analysis (sqft) 1,140
Percentage of Total (%) 100%

CSI	DESCRIPTIONS	- Control of the Cont	TOTAL	TOT	AL COST/S
02001	lab Cita Cassisti				
	Job Site Security		Exclude	\$	-
	Temp Power		Exclude	\$	•
	Temp Fence	\$	3,400	\$	2.9
	Final Cleaning/Protection	\$	2,500	\$	2.1
	Demolition	\$	8,375	\$	7.3
NOVER COOKIES	Rebar		In Concrete	\$	
	Structural Concrete	\$	6,000	\$	5.2
	Finish Carpentry	\$	9,514	\$	8.3
	Insulation	\$	2,300	\$	2.0
07500	Roofing	\$	750	\$	0.6
	Metal Doors & Frames	9 9	Allowance #2	\$	-
09250	Drywall	\$	25,050	\$	21.9
09500	Acoustical Ceiling	\$	5,378	\$	4.7
09650	Flooring	\$	9,830	\$	8.6
09900	Painting	\$	6,295	\$	5.5
10260	Wall & Corner Guards	\$	1,697	\$	1.4
10400	Signage	\$	250	\$	0.2
15300	Fire Sprinklers	\$	4,690	\$	4.1
	Plumbing	\$	31,115	\$	27.2
	HVAC	\$	4,850	\$	4.2
16010	Electrical	\$	25,056	\$	21.9
	Alarm & Detection	Ψ.	Allowance #3	\$	21.5
	Data/Telecom		Allowance #4	\$	· · · · · · · · · · · · · · · · · · ·
	Allowance 01 - COVID-19 Disinfection	\$	15,000	\$	12.1
	Allowance 02 - Doors, Frames, Hardware	\$	3,000	\$	13.1
	Allowance 03 - Fire Alarm	\$		Alter i	2.6
	Allowance 04 - Data/Telecom	\$	1,600	\$	1.4
	General Conditions	\$	4,000	\$	3.5
01000	General Conditions	\$	57,474	\$	50.4
	Subtotal	\$	228,125	\$	200.1
	Bond	\$	_	\$	
	Builder's Risk	\$		\$	
	SDI	\$	11 × 20	\$	
	Special City Taxes	\$: <u>0</u>	\$	_
	Pre-Con			\$	_
	Subtotal	5.60	228,125	\$	200.1
	Insurance	\$	2,213	\$	1.9
	Subtotal		230,337	\$	202.0
	O & P	1000	20,000	\$	17.5
	Subtotal		250,337	\$	219.5
	Contractor Contingency	-	12,500	\$	10.9
	Tanada Contingency	T	12,000	~	10.5



5/6/2020

Mr. John A. Buckel Capital Partners Development Co., LLC. 2890 Kilgore Road, Suite 15 Rancho Cordova, CA 95670

Re: Riverside University Health System (Dental Improvements)
450 E. San Jacinto Avenue
Perris, CA 92517

Dear Mr. Buckel:

We propose a budget of \$262,837 to furnish all labor, materials, and equipment necessary to construct the above-referenced project. (See attached cost breakdown.)

Our proposal includes a 42 Consecutive Calendar Day Construction Schedule (1.5 months) and is based on the following Bid Documents, Qualifications, Allowances, Alternates, and Exclusions.

BID DOCUMENTS:

- 1. Architectural Progress Set dated 4-8-2020 by Perkins, Williams, & Cotterill per sheet index on A0.1 with the following exceptions:
 - a. Sheet A2.4 and A6.1 are indicated on the index but were not included in the set.
- 2. Dental equipment drawings dated 4-1-2020 by Henry Schein Dental.

QUALIFICATIONS:

- 1. Price is good through June 6, 2020.
- 2. All work is to be completed during normal construction hours except for demolition and concrete saw cutting to be performed after hours.
- 3. Cost breakdown is for accounting purposes only.
- 4. Pricing assumes parking on site for construction forces at no cost to contractor.
- 5. Doors:
 - a. Allowance #2 includes modifications and relocation of existing doors pending finished door schedule.
- 6. Flooring:
 - a. The specified floor material has an approximate lead time of 4 to 6 weeks.
- 7. Corner Guards:
 - a. Budget includes corner guards as C/S Acrovyn VA250N with 2.5" wings to match those currently installed in lieu of specified corner guards.
- 8. Dental Equipment:
 - a. Installation of dental equipment only as indicated on the dental drawings. Supply of equipment, final connections, testing, etc. is excluded.
- 9. Fire Sprinklers:

- a. Design Build by Advanco Fire Protection per attached email dated 3-31-2020.
- 10. Plumbing:
 - a. Design Build by American Contractors per attached proposal dated 5-1-2020.
- 11. HVAC:
 - a. Design Build by Thermalair Inc., per attached proposal dated 4-1-2020.
- 12. Electrical:
 - a. Design Building by Gregg Electric, Inc., per attached proposal dated 4-17-2020.

ALLOWANCES (included in the base price):

The following cash allowances are included in our proposal. Value shown do not include general contractor's mark-up and insurance, which is included elsewhere in the estimate summary.

1.	COVID-19 Disinfection	\$ 15,000
2.	Doors, Frames, Hardware:	\$ 3,000
3.	Fire Alarm:	\$ 1,600
4.	Data/Telecom:	\$ 4,000

ALTERNATES (NOT included in the base price):

All prices include Oltmans' insurance and fees:

1.	Provide wall and door between de	ental room	s and Unrated	Corridor 36 per	\$ 5,000
	A2.1				

EXCLUSIONS:

- 1. Testing and inspection.
- 2. Overtime, acceleration, or expedited material delivery costs.
- 3. Permit and plan check fees including any design build trades.
- 4. Builders' All Risk Insurance premiums and deductibles.
- 5. Design costs other than design build trades only.
- 6. Any special city taxes (school, construction, seismic, etc.).
- 7. Site security guards.
- 8. Temporary power and utility consumption charges.
- 9. Schedule delays caused by owners vendors.
- 10. Payment and performance bonds.
- 11. Additional costs for plan check corrections.
- 12. Earthquake and flood insurance.
- 13. LEED commissioning.
- 14. Preconstruction fees.
- 15. BIM modeling.
- 16. Site work.
- 17. Permanent master keying, pad locks at overhead doors.
- 18. WIC Certifications
- 19. Moisture & PH mitigation at all concrete slabs and decks.
- 20. Tenant signage.



Riverside University Health System (Dental Improvements) 450 E. San Jacinto Avenue Perris, CA 92517

- 21. Alarm monitoring and annual fire alarm testing.
- 22. Cost associated with weather delays, including any repairs or extended general conditions.
- 23. Extraordinary trends in the construction market relative to material shortages, surcharges, tariffs, and other similar unforeseen conditions imposed on the industry.
- 24. This proposal is contingent upon a lack of impact due to the COVID-19, or any other, pandemic ("Pandemic Impact") including quarantine, travel restrictions, labor or material shortages, acts of government, or similar consequences. Oltmans will use its best efforts to maintain the price and schedule set forth in the proposal, but reserves the right to modify the proposal in the event of a Pandemic Impact prior to the parties reaching a final contract.

We appreciate the opportunity to present our proposal information to you at this time. Should you have any questions or desire further information, please do not hesitate to contact our office.

Sincerely,
OLTMANS CONSTRUCTION CO.
Steven Mootz

Steven Mootz / Senior Estimator



PROP#:

4479

PROPOSAL

American CONTRACTORS, INC.

404 W.Blueridge Ave.

Orange, CA 92865

Tel: 714-282-5700 Fax: 714-282-5710

PROPOSAL SUBMITTED TO:

OLTMANS CONSTRUCTION CO.

10005 MISSION MILL RD

WHITTIER, CA 90601

ATTENTION:

STEVEN MOOTZ

JOB NAME:

RUHS DENTAL

JOB LOCATION:

PERRIS, CA

WE HEREBY PROPOSE TO FURNISH AND INSTALL THE FOLLOWING:

FINISH FIXTURES

1- FLOOR SINK

1- SINGLE COMPARTMEN SINK W/FAUCET

1 1 EGGICGIIVIC		\$	2,844.00
WASTE & VENT		\$	9,592.00
INSIDE COLD & HOT WATER		\$	7,029.00
AIR MED GAS VACUUM	DEDUCT \$4,000	\$	13,650.00
DESIGN DRAWINGS	FOR MED GAS PER	\$	2,000.00

[N.I.C] CONCRETE REPLACEMENT OF 50 SQFT

TOTAL \$ 35,115.00

ADD 95000 per condensation DRain

N.I.C. STAKING AND ENGINEERING, IMPORT OR EXPORT OF SOIL, SOIL TESTS, ALL FEES, ASSESSMENTS, & PERMITS, ADJUSTMENTS OF MANHOLES NOT RELATED TO NEW, SEWERS, WATER METERS, STORM DRAIN, BACKFLOW CAGES, OVERTIME, FINAL PAVING, TRAFFIC PLANS, PLANS & ENGINEERING, UNKNOWN SUBSTRUCTURES, INDUSTRIAL WASTE PERMIT, CONDENSATE PUMP, COW TONGUES, DOWN SPOUT NOZZLES, & CONCRETE PATCH BACK OF CLEANOUTS. INSULATING OF COLD WATER PIPING & CHLORINATION.

GILBERT WIGGAM

ACCEPTANCE OF PROPOSAL - You are authorized to do the work specified.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

Page 1 of 2

5/1/20		PROP#:	4479
	PROPOSAL		
DATE OF AUTHORIZATION:	SIGNATURE	5	



April 1, 2020

Via email only: <u>StevenM@Oltmans.com</u>

Oltmans Construction Company 10005 Mission Mill Road Whittier CA 90601

Attention:

Steven Mootz

Senior Estimator

Subject:

RUHS Perris Valley Dental Suite Revision

References:

1. Architectural drawings as prepared by PWCA

In accordance with your request for a Design Build Proposal and the above referenced documents, we present the following:

Revised Dental Suite

Relocate ten (10) ceiling registers

Installed price....\$2,500.00

Dental Mech Closet

• Add two (2) new transfer grilles and interconnecting ductwork

Installed price.....\$350.00

Airbalance

Rebalance HP-16

Installed price.....\$1,250.00

Engineering Services

Engineering services, including drawing preparation

Price.....\$750.00

Not included in our pricing is:

- Plan Check, permit and special assessment fees [Reimbursable]
- Trash dumpster or haul away.
- Extra sets of filters.
- 3rd Party Consultation or fees

We hope this meets with your satisfaction, if there are any questions regarding the above, please call.

Yours very truly, THERMALAIR, INCORPORATED

Richard S. Perez, P.E. Chief Executive Officer

Gregg Electric, Inc.

CONTRACTORS ENGINEERS License No. 201042

608 WEST EMPORIA · ONTARIO, CALIFORNIA 91762 · 909-983-1794 FAX 909-983-6912

Budget

TO:

Oltmans Construction

Date:

4/17/2020 17-134

GEI#:

COR#

Attn:

Steven Mootz

Ref:

Riverside University Health System - Perris CA

We submit the following items for your consideration:

Our Ref:	Description	Total	100
1	Budget per Perkins, Williams & Cotterill Architects drawings sheet A0.1-A7.1 - 1,140sf remodel to existing offices including re-locating existing 2'x4' LED T-bar lighting, adding Title 24 required lighting controls, power and single point connection to (1) 20fla 208v 1p compressor, (1) 11.4fla 208v 1p vacuum, (4) dedicated 120v circuits for island cabinets, (2) dedicated 120v circuits for sterilization equipment, 120v power to exhaust fan in dental mechanical closet, 120v power to (2) back flow preventers, (6) floor boxes for dental chair and islands power, (4) junction boxes with conduit raceways for X-ray remote exposure button, & concrete cut & remove. Pricing includes engineering & design.	2	5,056
2	Provide (1) exit sign, & (1) card reader if door is added to corridoor adjacent to TRE1 056.		336
0	0		0
0	0		0
	Total this budget	\$ 2	5,392

Our budget excludes

Overtime premiums for work required outside our normal working hours

Seismic "slack" support wires for recessed lighting fixtures

Temporary power and lighting

Tel/data, and HVAC control system wiring, equipment, and devices

Fire Alarm and Security system conduit, wiring, equipment, and devices

Concrete replacement (approximately 100sf)

Drywall patch or paint

T-bar grid or tile repair or replace

Electrcial Permit and Plan Check Fees

Please issue your change order for this work if we are to proceed with same. Price is good for 10 days

Sincerely,

Gregg Electric Inc.

Thomas Dillon 909-983-1794

WORK OF THE ARCHITECT AND HAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE WRITTEN CONSENT OF PER

Exhibit A

FY 2019/20

RUHS - Behavioral Health 450 E. San Jacinto Avenue, Perris

ESTIMATED AMOUNTS

Total Square Footage Leased:

С	urrent Office:	35,740 SQFT		
	Tenant Improvement		\$ 330,341.	.00
	RCIT		\$9,350	.00
	EDA Lease Management Fee as of 06/09/2020	4.92%	\$ 16,252.	.78
	TOTAL ESTIMATED COST FOR FY 2019/20		\$ 355,943.	.78
	TOTAL COUNTY COST	0%	\$ -	

County of Riverside Facilities Management 3133 Mission Inn Avenue, Riverside, CA FOR COUNTY CLERK USE ONLY

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

le le 20

NOTICE OF EXEMPTION

May 12, 2020

Project Name: Perris Behavioral Health Fourth Amendment to Lease

Project Number: FM042552007300

Project Location: 450 East San Jacinto Avenue, west of Redlands Avenue, Perris, California 92571; Assessor's Parcel Numbers (APNs) 311-210-005, 311-210-012, and 311-210-026; (See Attached Exhibit)

Description of Project: The County of Riverside (County) has a Lease Agreement with CP Perris MH, LLC, a California limited liability company, (Lessor) which was entered into on August 23, 2016 for the purpose of providing office space for the Riverside University Health System – Behavioral Health Department. The leased facility is located at 450 East San Jacinto Avenue, Perris, California. A previous First Amendment to the Lease was approved on April 10, 2018 to facilitate the financing of this property. A Second and Third Amendments to the Lease Agreement were previously approved on April 30, 2019 for the construction of tenant improvements in the new Federally Qualified Health Center (FQHC). The FQHC, which has been operational since 2018 is requesting a modification to the building to provide for dental services as required for FQHC status. An area within the FQHC has been identified to create a 4-chair dental lab and this proposed Fourth Amendment to Lease is for the related building tenant improvements. The tenant improvements includes in part, demolition and new walls, instrument sterilization room and mechanical room for a compressor. The Fourth Amendment to Lease is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would involve tenant improvements within the previously approved facility and would not result in an increase in capacity or physical expansion beyond what was previously approved as part of the Lease Agreement. No significant physical changes would occur as a result of the Third Amendment to the Lease Agreement.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

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 involve unusual circumstances that could potentially 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 alterations to the previously approved facility would be limited to minor tenant improvements to accommodate the four chair dental lab and include new walls, instrument sterilization room and mechanical room for a compressor. These improvements would be within the existing building and consistent with the existing land use, and no substantial increase in capacity would be created by the project. Therefore, the project is exempt as it meets the scope and intent of the Categorical 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 Fourth Amendment to the Lease Agreement 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. 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.

Therefore, the County of Riverside Facilities Management 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: 5/14/20

Mike Sullivan, Senior Environmental Planner County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION TO BILL BY JOURNAL VOUCHER

Project Name: Perris Benavioral Health Fourth Amendment to Lease				
Accounting String:	524830-47220-7200400000 - FM042552007300			
DATE:	May 14, 2020			
AGENCY:	Riverside County Facilities Management			
	S THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND FOR THE ACCOMPANYING DOCUMENT(S).			
NUMBER OF DOCU	JMENTS INCLUDED: One (1)			
AUTHORIZED BY:	Mike Sullivan, Senior Environmental Planner, Facilities Management			
Signature:				
PRESENTED BY:	Heidi Rigler, Senior Real Property Agent, Facilities Management			
	-TO BE FILLED IN BY COUNTY CLERK-			
ACCEPTED BY:				
DATE:				
RECEIPT # (S)	_			

County of Riverside Facilities Management 3133 Mission Inn Avenue, Riverside, CA 92507

Date:

May 14, 2020

To:

Kiyomi Moore/Josefina Castillo, Office of the County Clerk

From:

Mike Sullivan, Senior Environmental Planner, Facilities Management

Subject:

County of Riverside Facilities Management Project # FM042552007300

Perris Behavioral Health Fourth Amendment to Lease

The Riverside County's Facilities Management'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 #2600

Attention: Mike Sullivan, Senior Environmental Planner, Facilities Management,

3133 Mission Inn Avenue, Riverside, CA 92507

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

Attachment

cc: file