

(ID # 12771)

**MEETING DATE:** 

Tuesday, June 30, 2020

FROM: FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM: Riverside University Health System Medical Center, Rapid Care Clinic - Approval of Third Amendment to Facilities Lease with Rivermed Property, LLC, providing for Tenant Improvements for a new Rapid

Care Clinic; CEQA Exempt, District 5. (\$4,909,122).

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

1. Approve the total Project Budget in the amount of \$4,909,122.

- 2. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State (CEQA) Guidelines Section 15301, Existing Facilities and Section 15061 (b) (3) Common Sense Exemption;
- 3. Approve the attached Third Amendment to the Facilities Lease between the County of Riverside and Rivermed Property, LLC and authorize the Chairman of the Board to execute the attached Third Amendment to the Facilities Lease:

**ACTION: Policy, CIP** 

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt 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: XC:

June 30, 2020 FM-RE, RUHS Kecia R. Harper

Bv:( 1)/// 8///

Clerk of the Board

- 4. Approve the commencement of the purchasing process and the approval of equipment and fixtures not to exceed \$913,802 and authorize the Chairman of the Board to execute the agreements, subject to approval as to form by County Counsel; and
- 5. Authorize the Director of Facilities Management, or her designee, to execute all other documents to complete this transaction.

| FINANCIAL DATA           | Current Fiscal Year: | Next Fiscal Year: | Total Cost |                   | Ongoing Cos | t      |
|--------------------------|----------------------|-------------------|------------|-------------------|-------------|--------|
| COST                     | \$50,000             | \$4,859,122       | \$4,909,   | 122               | \$ 0        |        |
| NET COUNTY COST          | \$ 0                 | \$0               | \$0        |                   | \$ 0        |        |
| SOURCE OF FUN<br>Funding | DS: RUHS En          | terprise Fund /   | CARES      | Budget Adj        | ustment:    | No     |
|                          |                      |                   |            | For Fiscal `20/21 | Year:       | 19/20- |

C.E.O. RECOMMENDATION: Approve.

#### **BACKGROUND:**

#### Summary

On March 8, 2020, pursuant to Health and Safety Code Section 101080, the County of Riverside (County) declared a local health emergency based on an imminent and proximate threat to public health from the introduction of COVID-19 in Riverside County.

On March 10, 2020, the Board of Supervisors (Board) ratified and extended the emergency declaration through adoption of Resolution 2020-063.

In order to prepare and make various locations available throughout the County to service atrisk populations during the COVID-19 emergency, the Executive Officer, through the Emergency Operations Center (EOC) began evaluating opportunities and seeking solutions to these emergency response needs. Lack of housing and facilities to house certain at-risk populations in County could increase the contracting and spread of COVID-19. In addition, the County required multiple locations for health and safety activities such as storage of supplies, provision of services and distribution of goods and/or information and COVID test sites.

In response to the pandemic, the Riverside University Health System (RUHS) will move forward with construction of a Rapid Care Clinic, which will be designed to accommodate future COVID - 19 patient demand. This Rapid Care Clinic will be located within the newly constructed Medical Surgical Center (MSC) adjacent to the hospital on the RUHS Medical Center campus.

The Rapid Care Clinic will be located in approximately 5,200 square feet of medical office space on the ground level within the MSC, and will provide sixteen exam rooms, nurse team station, related work areas and reception/lobby.

The MSC was delivered to the County through a Public Private (P3) Partnership and is a leased facility. To establish the authority to plan and construct the Rapid Care Clinic, the Parties will execute a Third Amendment to the Facilities Lease (Amendment).

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 and Section 15061(b)(3) Common Sense exemption. The proposed project, through the Amendment, is the letting of property involving existing facilities and no expansion of an existing use will occur.

A summary of the terms within the Amendment to lease to accommodate the Rapid Care Clinic tenant improvement is as follows:

Landlord:

Rivermed Property LLC, a Delaware Limited Liability Company

Tenant:

County of Riverside, a political subdivision of the state of California

Location:

26600 Cactus Avenue, Moreno Valley

Square Footage:

Approximately 5,200 square feet

Scope of Tenant Improvements &

FF&E:

A Rapid Care Clinic, within approximately 5,200 square feet of medical office space, consisting of sixteen exam rooms, nurse team station, work areas, lobby, and related clinic space; the purchase and installation of furniture, fixtures, and equipment. The scope of work also allocates \$100,000 of improvements to the MSC Sterilization Room.

Tenant Improvement, FF& E; Responsibility

& Cost:

The Landlord shall plan, permit, and construct the tenant improvements and purchase and install the Furniture subject to reimbursement to Landlord by County. In addition, Landlord shall also install the Equipment and Fixtures, subject to reimbursement by County, which Equipment and Fixtures shall be procured and purchased by County at County's sole cost and expense.

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The County shall reimburse the Landlord for Landlord's work in installments paid monthly during the project timeline as set forth below. The costs of the tenant improvements, furniture installation and Equipment/Fixtures installation shall not exceed \$3,775,000 (Landlord's Work) including a project contingency of \$320,326.00. The project is estimated to be completed by October 23, 2020.

Equipment & Fixture Costs:

The cost of the Equipment and Fixtures is \$913,802, as follows:

| Equipment and Fixture Budget Line Items | Project Budget Amount |  |  |
|---|-----------------------|--|--|
| Total Estimated Budget                  | \$689,662             |  |  |
| Freight 5%                              | \$34,483              |  |  |
| Installation                            | \$68,966              |  |  |
| Tax                                     | \$51,725              |  |  |
| Contingency                             | \$68,966              |  |  |
| Total Budget                            | \$913,802             |  |  |

RCIT Costs:

RCIT will provide Cable Infrastructure & Telecom Buildout, Telephone Equipment, Coordination, and Installation, Cornet Network Equipment, Configuration and Installation; Audio Visual Systems, Security and Access Control, and related services. RCIT has provided a cost estimate in the amount of \$120,320. These costs shall be reimbursed by RUHS directly to RCIT.

Project Budget:

Set forth below is the Project Budget

| Project Budget Line Items               | Project Budget Amount |  |  |
|---|-----------------------|--|--|
| Tenant Improvements/Furniture/Equipment |                       |  |  |
| Installation                            | \$3,775,000           |  |  |
| Equipment/Fixtures Costs                | \$913,802             |  |  |
| RCIT Costs                              | \$120,320             |  |  |
| Estimated Real Estate/PMO Labor         | \$100,000             |  |  |

| Total Project Costs | \$4,909,122 |
|---------------------|-------------|
|                     |             |

Payment Schedule to Landlord: The Payment Schedule for the Landlord work is as follows

| Project Payment Schedule | Payment Amount |
|--------------------------|----------------|
| August 31, 2020          | \$750,000.00   |
| September 30, 2020       | \$825,000.00   |
| October 31, 2020         | \$1,200,000.00 |
| November 30, 2020        | \$1,000,000.00 |

#### Impact on Residents and Businesses

Approval of this action will allow the County to be prepared to mitigate future impacts of COVID19 and other possible pandemics to the public and will assist in the provision of resources to at-risk populations. In addition, the improvements provided will serve patient demand for the long term, enhance the scope of integrated healthcare, and expand services to the community and the region.

#### **Additional Fiscal Information**

The expenditure will be paid by the RUHS and reimbursed through CARES funding when Federal Reimbursement is obtained by RUHS.

Attachments:

Third Amendment to Lease Exhibits A, B, and C Aerial Image Notice of Exemption

SG:ar/060220

Steven Arkeson 6/26/2020 Gregory V. Priamos, Director County Counsel 6/25/2020

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.

Initial

NOTICE OF EXEMPTION

June 17, 2020

Project Name: RUHS Rapid Care Clinic Third Amendment

Project Number: FM0414300022

Project Location: 26600 Cactus Avenue, west of Nason Street, Moreno Valley, California 92555 Assessor's Parcel

Number (APN): 486-280-037

**Description of Project:** On March 8, 2020, pursuant to Health and Safety Code Section 101080, the County of Riverside Public Health Officer, Dr. Cameron Kaiser, declared a local health emergency based on an imminent and proximate threat to public health from the introduction of COVID-19 in Riverside County.

On March 10, 2020, the Board of Supervisors (Board) ratified and extended the emergency declaration through adoption of Resolution 2020-063.

In order to prepare and make various locations available throughout Riverside County to service at-risk populations during the COVID-19 emergency, the Executive Officer, through the Emergency Operations Center (EOC) had started evaluating opportunities and seeking solutions to these emergency response needs. Lack of housing and facilities to house certain at-risk populations in Riverside County could have increased the contracting and spread of COVID-19. In addition, the County required multiple locations for health and safety activities such as storage of supplies, provision of services and distribution of goods and/or information and COVID test sites.

Thereafter, through on-going close evaluation of the COVID-19 situation, on May 8, 2020, the Board voted to rescind certain Public Health Orders pertaining to the COVID-19 health emergency.

As a precautionary measure, the Riverside University Health System (RUHS) will move forward with construction of a Rapid Care Clinic, which will be designed to accommodate future COVID -19 patient demand. This Rapid Care Clinic will be located within the newly constructed Medical Surgical Center (MSC) adjacent to the hospital on the RUHS Medical Center campus. The new Clinic will be located in approximately 5,200 square feet of existing medical office space on the ground level within the RUHS MSC and will provide sixteen exam rooms, nurse team station, related work areas and reception/lobby.

The newly constructed MSC was delivered to the County through a Public Private Partnership and is a leased facility. To establish the authority to plan and construct the Rapid Care Clinic, the Parties will execute a third amendment to the Facilities Lease.

The Third Amendment to the Facilities Lease Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). No expansion of an existing use will occur. The operation of the facility will continue to provide public services for the RUHS Medical Center Campus and will not result in an increase in the intensity of the use of the site. No additional direct or indirect physical environmental impacts are anticipated.

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 Third Amendment to the Facilities Lease Agreement.

- Section 15301 Class 1 Existing Facilities Exemption: This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to an Amendment to a Facilities Lease Agreement to use the RUHS MSC for COVID-19 Patient future patient demand. The operation of the Rapid Care Clinic would use the existing medical office space at the RUHS Medical Center in which the environmental effects were previously analyzed in an Initial Study and approved as a Mitigated Negative Declaration by the Board on April 18, 2017. The use of the space to provide COVID-19 patient care would not result in any changes that would cause new environmental effects that would require additional environmental analysis under CEQA. No expansion of public services and facilities would occur as a result of the Third Amendment to the Facilities Lease Agreement and, 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 Third Amendment to the Facilities 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 | d to occur and | d the project a | s proposed | l is exempt un | der CEO | QA. No furt | ther envi | ronmenta | ıl analysis is wa | rranted. |     |

Signed: Date: C/17/20

Mike Sullivan, Senior Environmental Planner

County of Riverside, Facilities Management

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#### THIRD AMENDMENT TO FACILITIES LEASE

(Riverside University Health System – Rapid Care Clinic, 26600 Cactus Avenue, Moreno Valley, California)

This THIRD AMENDMENT TO FACILITIES LEASE ("Third Amendment") is made as of Tune (3), 2020, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County" or "Tenant"), as Tenant, and Rivermed Property LLC, a Delaware limited liability company ("Landlord"), as successor in interest, to TC Riverside MOB, LLC ("Original Landlord"), and, sometimes collectively referred to as the "Parties."

#### RECITALS

- Original Landlord and County entered into that certain Facilities Lease A. Agreement dated April 18, 2017 ("Original Lease") pursuant to which Original Landlord agreed to lease to County and County agreed to lease from Original Landlord that certain building located at 26600 Cactus Avenue, Moreno Valley, California, generally described as a newly constructed free-standing class "A" medical office building consisting of approximately 200,000 square feet, as more particularly described in the Original Lease.
  - B. The Original Lease has been amended by:
- That certain First Amendment to Facilities Lease Agreement dated as of November 14, 2017, by and between County and Original Landlord (the "First Amendment"), whereby the Original Landlord and County amended the Original Lease to approve a transfer and assignment, assigning the Original Lease from Original Landlord to Landlord, and to approve the Final Rent Schedule, the Final Project Budget, the Final Drawings and Specifications, and the Final Project Schedule (as such terms are defined in the Original Lease).
- That certain First Amendment to Ground Lease Agreement and ii. Second Amendment to Facilities Lease Agreement dated June 2, 2020, by and

between County and Landlord (the "Second Amendment"), whereby the Parties further amended the Original Lease wherein Landlord quitclaimed a portion of the leased premises, reducing the size of the leased premises, and redefined the leased premises.

- C. The Original Lease together with the First Amendment and the Second Amendment are collectively referred to herein as the "Facilities Lease."
- D. The Parties now desire to amend the Facilities Lease with this Third Amendment to provide for tenant improvements to be planned, permitted, and constructed by Landlord, for a new Rapid Care Clinic within the existing leased premises.
- **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. Each of Exhibits "J", "K", "L" and "M" attached hereto is hereby attached to the Facilities Lease as Exhibits "J", "K", "L" and "M", respectively, and Section 10 of the Lease shall be amended to add subsection 10.9 applicable only as it relates to the Rapid Care Clinic improvements to be made to the leased premises as follows:
  - "10.9 Rapid Care Clinic. Tenant hereby appoints Landlord, and Landlord hereby accepts Tenant's appointment, to act as Tenant's development manager to coordinate the planning, permitting, and constructing a new Rapid Care Clinic (herein "the Clinic Project") within the Leased Premises, pursuant to the floor layouts and scope of work as set forth in Exhibit "J" and as set forth in the Working Drawings in Exhibit "J-1", to be developed by the Clinic Architect (collectively, the "Initial Plans").
  - (a) Landlord shall, as Tenant's development manager, cause the Clinic Construction Contractor, as defined below, to enter into an architect agreement (the "Clinic Architect Contract") with Ware Malcomb, as architect (the "Clinic Architect"), to, among other things, prepare the Working Drawings

and design the Clinic Project. The Clinic Architect has been approved by Tenant. Tenant waives any claims against Landlord concerning the contents of the Clinic Architect Contract or any specific provision contained therein.

(b) Landlord shall, as Tenant's development manager, enter into a construction contract (the "Clinic Construction Contract"; together with the Clinic Architect Contract, the "Clinic Contracts") with Millie and Severson Inc. (the "Clinic Construction Contractor"; together with the Clinic Architect, the "Clinic Contractors") to construct the Clinic Project. The Clinic Construction Contractor has been approved by Tenant. Tenant waives any claims against Landlord concerning the contents of the Clinic Construction Contract or any specific provision contained therein. The Clinic Construction Contract shall (i) be a fixed price construction contract or guaranteed maximum price construction contract in an amount not to exceed \$3,775,000.00, based on the Schedule of Values set forth in Exhibit "K", (ii) require the Clinic Construction Contractor to construct (or cause construction of) the Clinic Project in accordance with the Working Drawings and construction schedule for the Clinic Project as set forth in Exhibit "M" (the "Clinic Construction Schedule") such that substantial completion of the Clinic Project shall occur on or prior to October 23, 2020, subject to extension for causes identified in the Clinic Construction Contract, (iii) require the Clinic Contractor to obtain and provide to Landlord and Tenant a Certificate of Occupancy with respect to the Clinic Project upon Substantial Completion, (iv) require the Clinic Construction Contractor to deliver to Landlord and Tenant a punch list of any outstanding minor items within thirty (30) days of Substantial Completion and to complete the punch list items within three weeks thereafter and (v) be subject to the prior written approval of Tenant (such approval to not be unreasonably withheld, conditioned or delayed). With respect to the construction of the Clinic Project, as development manager, Landlord shall comply with the terms of the Clinic Construction Contract. Notwithstanding

the foregoing, Landlord is not responsible for ensuring that the Clinic Construction Contractor achieves any of the foregoing or complies with same. Tenant hereby waives any and all Losses, claims, damages, losses, expenses, actions and proceedings as against the Landlord Parties arising out of or resulting from the performance of the Clinic Construction Contract or Clinic Construction Contractor's performance on the Clinic Project.

- (c) Landlord and Tenant acknowledge that the estimated cost for the Clinic Project as of the date of this Third Amendment is \$ 3,775,000.00 (the "Estimated Cost of the Clinic Project") as set forth in Estimated Project Cost in Exhibit "K". The Estimated Project Cost includes contingency funds in the amount of \$320,236.00 for use by Tenant for the sole purpose of paying for extra items requested by Tenant during the course of construction or installation of the furniture, fixtures, and equipment. The actual costs of the Clinic Project (the "Project Costs" or "Actual Costs") shall be paid by Tenant to Landlord in monthly installments not to exceed the amounts set forth in Exhibit "L." All Project Costs shall be borne, and paid for, by Tenant in full. Upon Substantial Completion of the Clinic Project, Landlord will provide Tenant with the Actual Costs, and the final monthly installment shall be adjusted accordingly.
- (d) For its services in connection with the Clinic Project, Landlord shall be paid 3% of the Estimated Cost of the Clinic Project. CBRE shall also be paid a fee of 3% of the Estimated Cost of the Clinic Project, payable by Tenant, for its role as Landlord's project manager.
- (e) The Tenant acknowledges that the work, labor, services and work product provided by Clinic Contractors and the other consultants, design

<sup>&</sup>lt;sup>1</sup> Note that the architect and construction contracts will need to conform to this Exhibit L, with any true up to be paid at the end of the construction.

professionals and construction professionals retained with respect to the Clinic Project as contemplated hereby are the responsibility of the Clinic Contractors and such consultants, design professionals and construction professionals. Landlord does not warrant or guarantee their performance nor shall Landlord be responsible for the acts, omissions, any misconduct or negligence on the part of the Clinic Contractors or any consultants, design professionals and construction professionals. Tenant acknowledges that Landlord is not a licensed contractor, architect, or engineer and has no responsibility or liability for construction means or methods, selection of materials or equipment, or design.

Notwithstanding anything to the contrary herein, (1) any failure by (f) Landlord to satisfy its obligations under this Section 10.9 shall not be a default or an event of default under this Facilities Lease and (2) as between Landlord and Tenant, the payment of any and all Project Costs, including any excess of Project Costs over the Estimated Cost of the Clinic Project, shall be for the account of Tenant. The only remedies Tenant shall have for the failure by Landlord to satisfy its obligations under this Section 10.9 shall be (1) a suspension of the payment of the Clinic Administration Fee and (2) the right, but not the obligation, to perform Landlord's obligations under this Section 10.9. In no event shall any judgment, order or injunction or equitable relief granted in favor of Tenant abate, be set-off against, reduce or otherwise affect Tenant's obligation to pay Monthly Rent or Additional Rent or effectuate a release of Tenant with respect thereto. If Landlord fails to perform its obligations under this Section 10.9 and Tenant seeks to assume control of administration of the Clinic Project, Tenant shall send written notice of such assumption to Landlord and, upon receipt of such notice, Landlord shall forthwith assign to Tenant all Landlord's right, title and interest in and to the Clinic Construction Contract and related agreements and warranties, all payment, completion, construction or surety bonds, any and all insurance policies, and all other documents as reasonably requested by Tenant. Landlord will, upon request of Tenant, execute a collateral assignment of the Clinic Construction Contract. Landlord will execute such documents and take such actions as may reasonably be requested by Tenant to effectuate the assignment of the Clinic Construction Contract and otherwise allow Tenant to complete construction of the Clinic Project in the manner contemplated by this Facilities Lease.

- (g) To the fullest extent permitted by law, Tenant shall indemnify, defend and hold harmless all Landlord Parties from and against any Losses arising out of or resulting from the Clinic Project including, without limitation, any Losses arising from, or asserted by, the Clinic Architect or Clinic Construction Contractor, except to the extent such Losses are attributable to the negligence or willful misconduct of Landlord or such Landlord Party.
- (h) The provisions of this Section 10.9 shall not supersede or replace the rights and obligations of the parties under the Facilities Lease except only to the extent that the provisions of this Section 10.9 would apply to the Rapid Care Clinic Improvements Project as described in this Third Amendment. Material to the Tenant agreeing to the waivers in favor of the Landlord, Landlord shall have endeavored to pass down applicable indemnification and insurance obligations of the Facilities Lease to the Clinic Construction Contract. Landlord shall also endeavor to name Tenant as a third party beneficiary under the Clinic Construction Contract.
- 2. Capitalized Terms/Third Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Facilities Lease, as heretofore amended. The provisions of this Third Amendment shall prevail over any inconsistency or conflicting provisions of the Facilities Lease and shall supplement the remaining provision thereof.

- 3. Miscellaneous. Except as amended or modified herein, all the terms of the Facilities Lease shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this Third Amendment and the Facilities Lease and each and all of their respective provisions. Subject to the provisions of the Facilities 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 Third Amendment or the Facilities Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Third Amendment or the Facilities Lease and all such other provision shall remain in full force and effect. The language in all parts of the Facilities Lease shall be constructed according to its normal and usual meaning and not strictly for or against either Landlord or County. Neither this Third Amendment, nor the Facilities Lease, nor any notice nor memorandum regarding the terms hereof, shall be recorded by County.
- 4. Effective Date. This Third Amendment to Facilities Lease shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties. The Parties acknowledge that Landlord shall not have any obligation to enter into any agreement or perform any duty with respect to the Clinic Project until this Third Amendment to Facilities Lease is effective.
- 5. Costs and Expenses. The fees, costs and expenses of counsel to the Landlord and Leasehold Mortgagee in connection with this Third Amendment to Facilities Lease shall be paid by County.

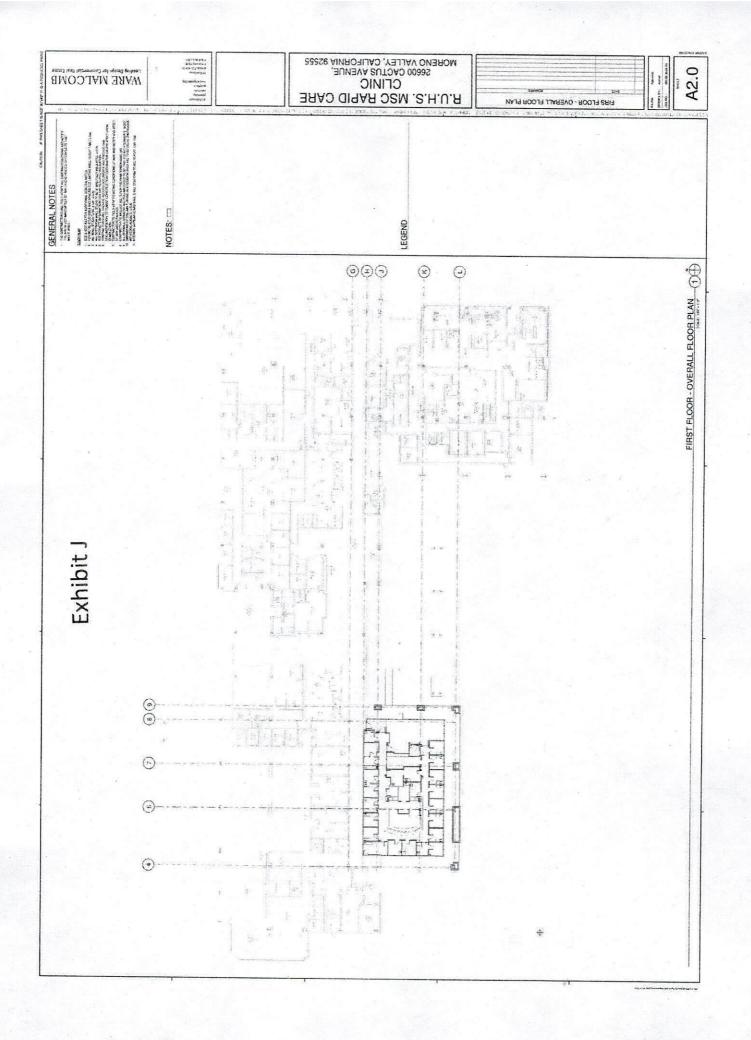
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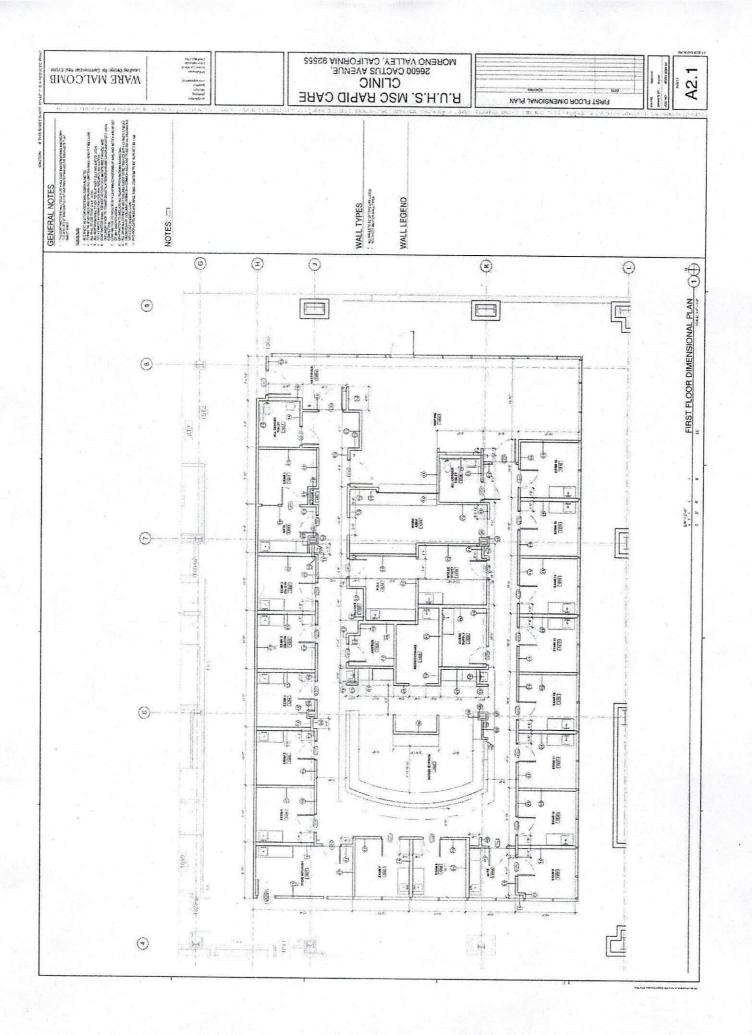
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| 2                  | IN WITNESS WHEREOF, the pa                                  | irties have executed this Third Amendment as   |
| 3                  | of the date first written above.                            |  |
| 4 5                | COUNTY:   | LANDLORD:  |
| 6<br>7<br>8<br>9   | By: V. Manuel Perez, Chairnan Board of Supervisors          | Rivermed Property LLC, a Delaware limited liability company  By: David Silvers, Vice President |
| 10  <br>11  <br>12 | ATTEST:   |  |
| 13                 | Kecia R. Harper<br>Clerk of the Board                       |  |
| 14<br>15<br>16     | By: Deputy Past   |  |
| 17                 | APPROVED AS TO FORM:  |  |
| 18<br>19           | Gregory P. Priamos, County Counsel                          |  |
| 20                 | By: Mn Gunzel Synthia M. Gunzel Chief Deputy County Counsel |  |
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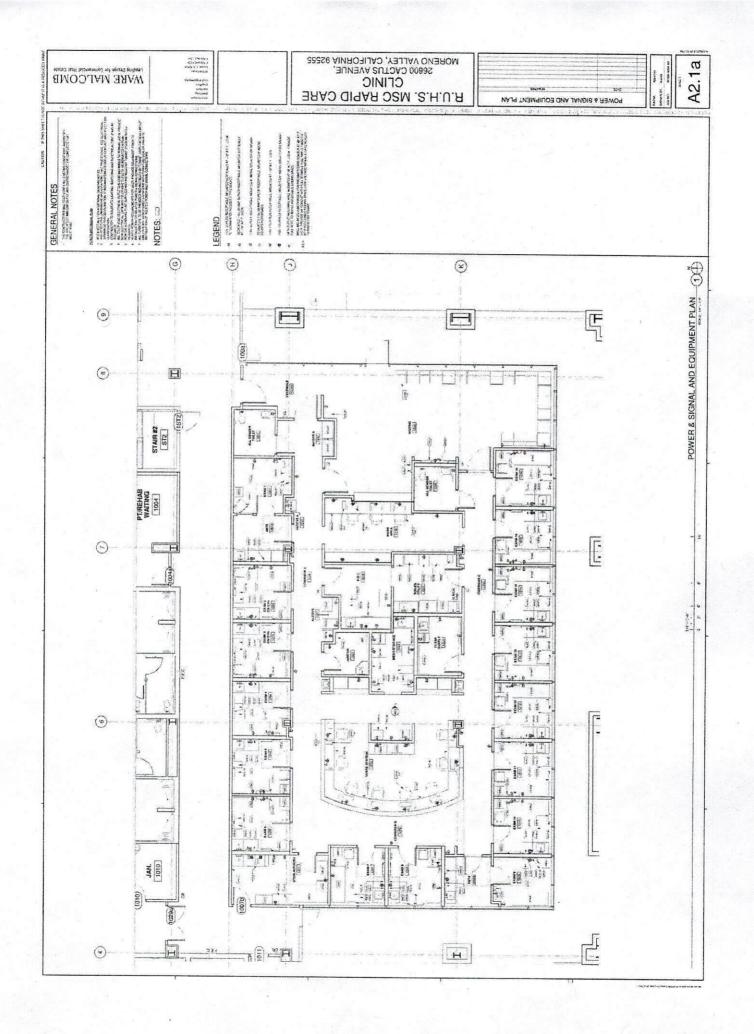
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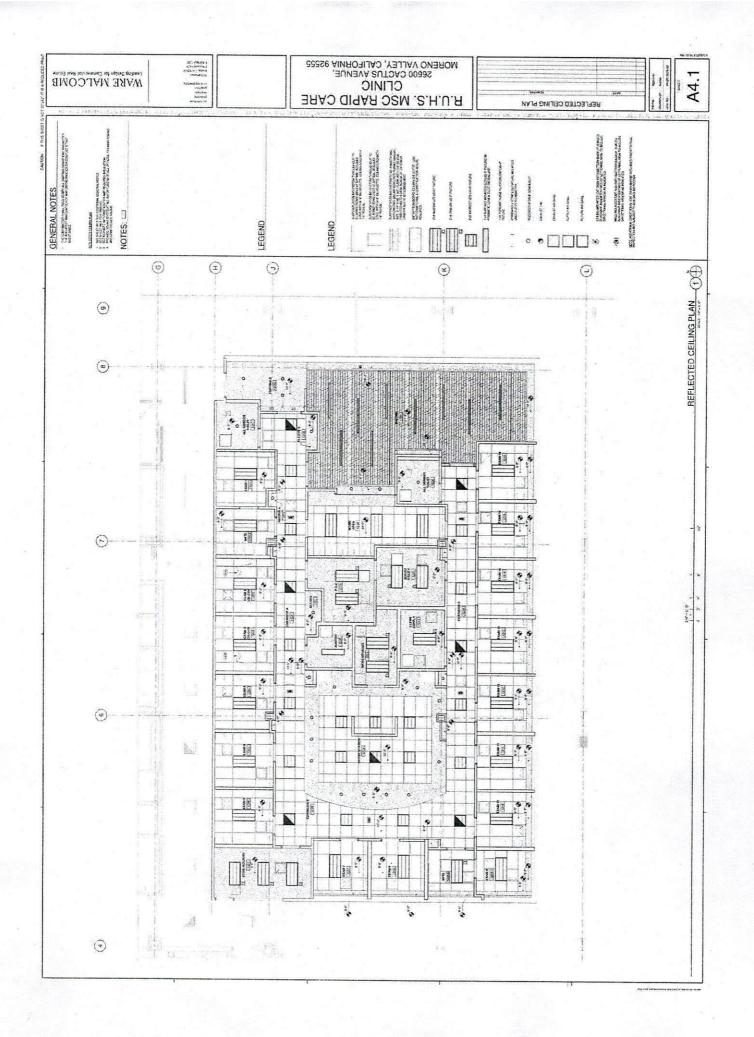
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| 1   |   |  |
| 2   | IN WITNESS WHEREOF, the p                     | arties have executed this Third Amendment as |
| 3   | of the date first written above.              |  |
| 4   |   |  |
| 5   | COUNTY:                                       | LANDLORD:                                    |
| 6   | COUNTY OF RIVERSIDE, a political              | Rivermed Property LLC, a                     |
| 7   | Subdivision of the State of California        | Delaware limited liability company           |
| 8   | By:   | By: Hay Mh                                   |
| 9   | V. Manuel Perez, Chairman                     | David Silvers,<br>Vice President             |
| 10  | Board of Supervisors                          | vice President                               |
| 11  | ATTEST:                                       |  |
| 12  | Karia D. Haman                                |  |
| 13  | Kecia R. Harper<br>Clerk of the Board         |  |
| 14  |   |  |
| 15  | Ву:   |  |
| 16  | Deputy  |  |
| 17  | APPROVED AS TO FORM:                          |  |
| 18  |   |  |
| 19  | Gregory P. Priamos, County Counsel            |  |
| 20  | By:   |  |
| 21  | Synthia M. Gunzel Chief Deputy County Counsel |  |
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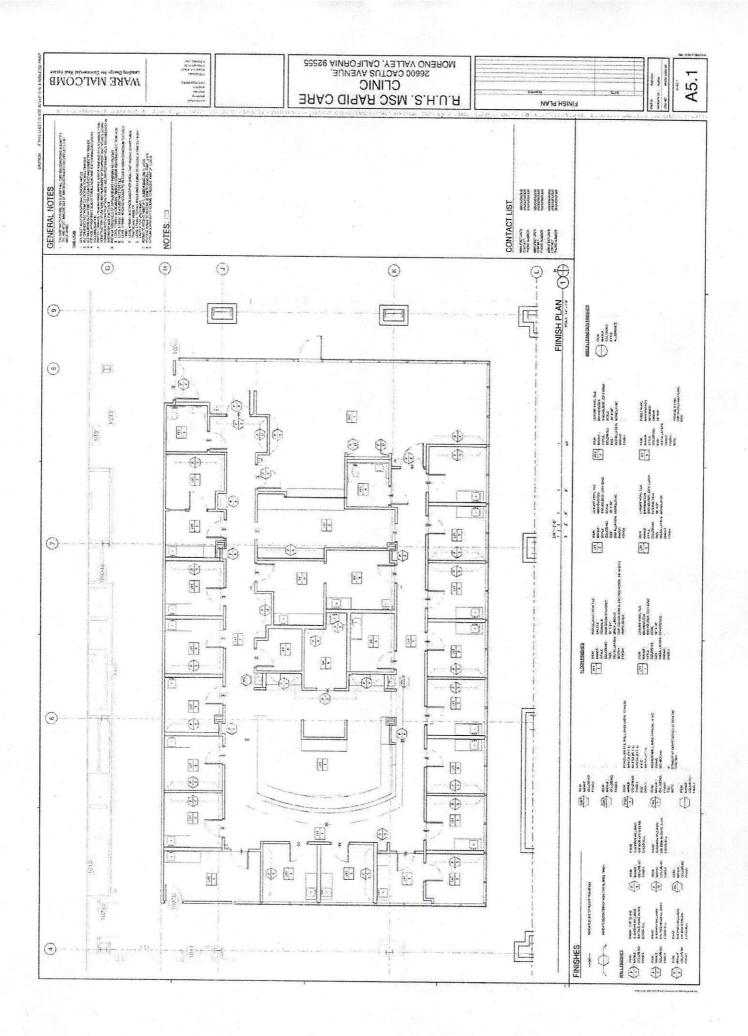
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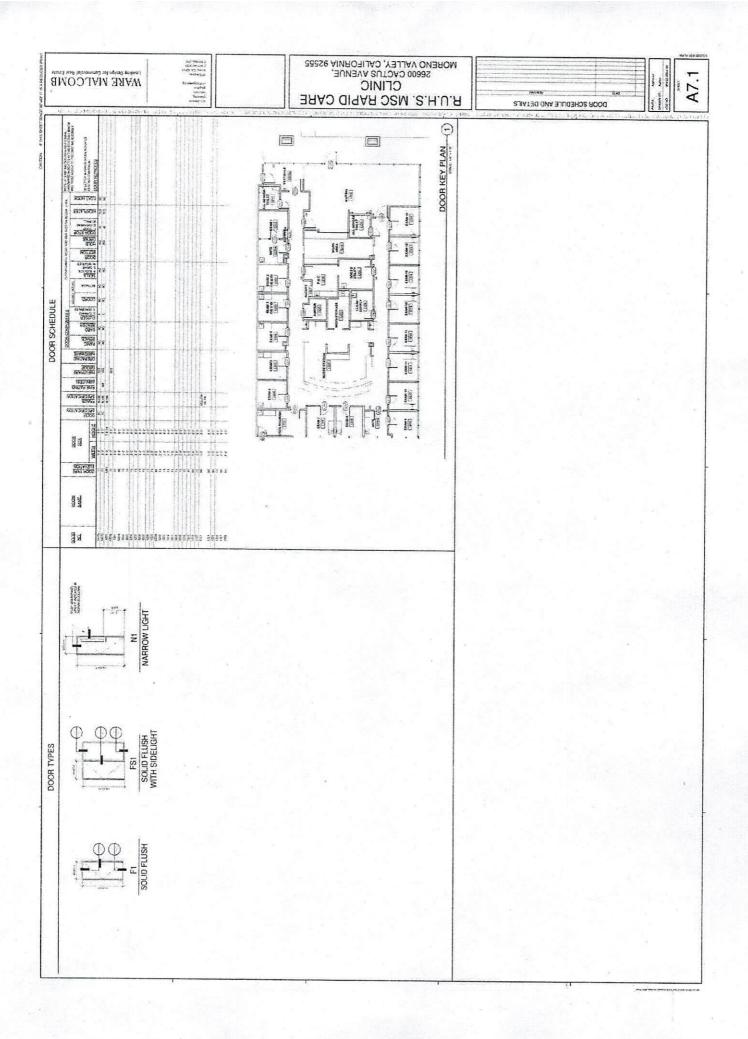








CLINIC SEGOO CACTUS AVENUE, SEGOO CACTUS AVENUE, A6.2 PRINCIPAL IN COMMENCIAL MARKETING WAS EXTENDED. R.U.H.S. MSC RAPID CARE WILLWORK ELEVATIONS AND DETAILS INTERIOR ELEVATION-ANTE ROOM (2) MILLWORK/CABINETRY NOTES INTERIOR ELEVATION-NURSE STATION (1) INTERIOR ELEVATION-EXAM ROOM OB/GYN (3)



# EXHIBIT J -1 Working Drawings – To Be Attached

# Exhibit K PROJECT COST MONITOR



| DATE: 5/29/2020<br>UPDATED: 9/17/2020   |   | RUHS<br>are Tenant Impro<br>loreno Valley, Ca                |   |  | USF:<br>RSF:<br>TI Allowance:                      | 5,3                                       |
|---|---|--|---|--|--|---|
| CATEGORY/ITEM   | BUDGET  | COSTS /<br>RSF   | CONTRACTED                              | INVOICED   | % COMPLETE   | BAL REM                                   |
| .0 TENANT COSTS   | TENANT COS  | TS   |   | TENANT COST  | S  |   |
| 1.1.1 Architecture & Engineering (Ware Malcomb) 1.1.2 Architecture & Engineering (Ware Malcomb) 1.1.3 Medical Equipment Planning Consultants (Munson & Co/Roloff Inti) 1.1.4 Signage and Branding services (Ware Malcomb) 1.1.5 Logis Fees for Landiord/Lendor 1.1.P Plan Check Costs (Est @ 1% Hard Costs) 1.1.C Contingency (5%)  | \$ 120,000<br>\$ 13,15<br>\$ 40,000<br>\$ 22,000<br>\$ 15,000<br>\$ 26,660<br>\$ 11,99  | 0 \$ 2.45 8<br>0 \$ 7.45 8<br>1 \$ 4.28 8<br>0 \$ 2.79 8     | - 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 |  | 0% 5<br>0% 5<br>0% 5<br>0% 5<br>0% 5<br>0% 5       |   |
| TOTAL SOFT COSTS  | \$ 251,803  |  |   |  | 0% \$  |   |
| 2 HARD COSTS 1.2.1 General Contractor (Tenant Improvements) 1.2.1 Alternates 1.2.3 Sterilization Area 1.2.4 Medical Equipment Install 1.2.P Permit Fees (2% of Hard Costs) 1.2.C contingency (10%)  | \$ 2,294,655<br>\$ 94,945<br>\$ 100,000<br>\$ 65,000<br>\$ 51,092<br>\$ 220,555         | 5 \$ 17.68 \$<br>1 \$ 18.62 \$<br>0 \$ 12.10 \$<br>2 \$ 9.51 |   | And the second s | 0% \$<br>0% \$<br>0% \$<br>0% \$<br>0% \$<br>0% \$ |   |
| TOTAL HARD COSTS  | \$ 2,866,261  | \$ 533.66 \$   | - 1,                                    |  | 0% \$  |   |
| FF&E COSTS   1.3.1 System Furniture (Including Tax, Delivery, Install)   1.3.2 Ancillary Furniture (Including Tax, Delivery, Install)   1.3.3 Signage   1.3.4 Nurse Call (Effrom)   1.3.5 Bellmann Logistica (Incl 2 mo warehousing only)   1.3.P Permit Fees (1.2% of Costs Above)   1.3.C Contingency (10%)   1.3.C Contingency (10%) | \$ 205,000<br>\$ 5,000<br>\$ 100,000<br>\$ 82,322<br>\$ 35,000<br>\$ 4,438<br>\$ 47,676 | \$ 9.31 8<br>\$ 18.62<br>\$ 15.33<br>\$ 6.52<br>\$ 0.83 \$   | 5 5                                     |  | 0% \$<br>0% \$<br>0% \$                            |   |
| TOTAL FFAE COSTS  | \$ 524,435  |  |   | • 6  | 0% \$  | ,<br>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |
| PROJECT MANAGEMENT 1.4.1 PJM Fees (CBRE)  | \$ 112,500  | \$20,95  |   |  | 0% \$  |   |
| TOTAL PROJECT MANAGEMENT TAL TENANT COSTS   | \$ 112,500<br>\$ 3,766,000  |  | . s                                     |  | 0% \$<br>0% \$                                     |   |
| GRAND TOTAL PROJECT COSTS  TI ALLOWANCE GRAND TOTAL PROJECT COSTS (BUDGET) TENANT OUT OF POCKET (BUDGET)  | \$3,755,000<br>\$0<br>\$3,755,000   |  |   | \$9<br>ECTED CONTRACT VALO<br>ALLOWANCE<br>RAND TOTAL PROJEC   | 0.0%<br>//≓S                                       | \$0.0                                     |

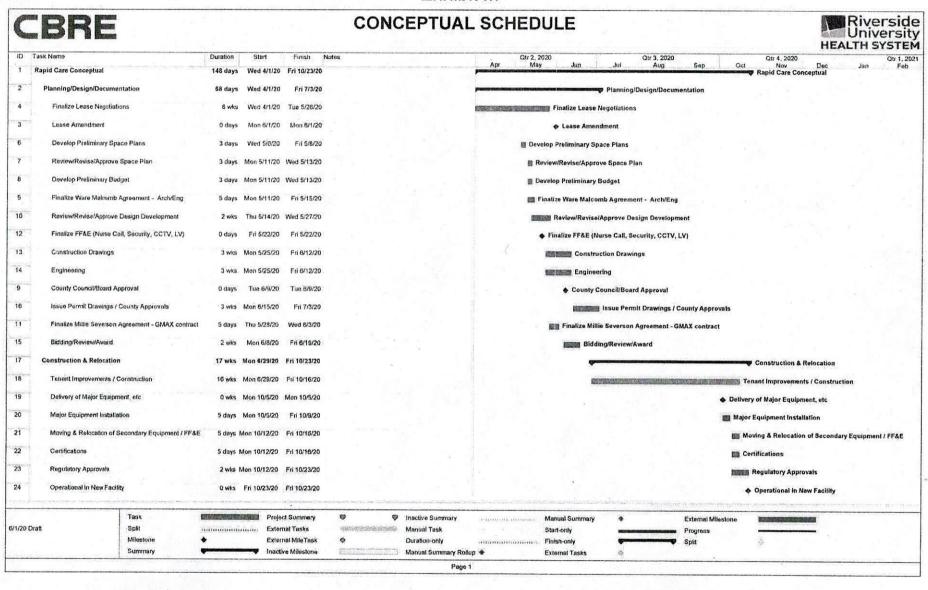
### EXHIBIT "L"

# PAYMENT SCHEDULE

| Payment Date       | Amount           |
|--------------------|------------------|
| August 31, 2020    | \$750,000.00     |
| September 30, 2020 | \$825,000.00     |
| October 31, 2020   | \$1,200,000.00   |
| November 30, 2020  | \$1,000,000.00 * |

<sup>\*</sup>Last payment not to exceed \$1,000,000 based on final actual project cost

#### Exhibit M



# Third Amendment to Facilities Lease with Rivermed Property, LLC

26600 Cactus Avenue, Moreno Valley, CA 92555





#### Legend

- **Blueline Streams**
- City Areas
  World Street Map





\*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.

Notes

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