

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



ITEM: 3.13
(ID # 13422)

MEETING DATE:

Tuesday, September 22, 2020

FROM: TLMA - AVIATION:

SUBJECT: TRANSPORTATION LAND MANAGEMENT AGENCY/AVIATION: Approval of Form Amendment to Provide for an Overdue Rent Repayment Plan With a Limited Waiver of Late Fees for Current Lessees, Licensees, and Permittees at County Airports With Overdue Rent as of September 22, 2020; CEQA Exempt; All Districts. [\$5,000 Total - Aviation Fund 100%] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines section 15061(b) (3) "Common Sense" exemption;
2. Approve the attached Form Amendment to provide for an overdue rent repayment plan with a limited waiver of late fees for lessees, licensees, and permittees at County airports with overdue rent as of September 22, 2020;
3. Authorize the Assistant County Executive Officer/TLMA Director, for up to one (1) year after approval by the Board of Supervisors, to execute amendments, in substantially the same form as the attached Form Amendment and as approved by County Counsel, with current lessees, licensees, and permittees at County airports with overdue rent as of September 22, 2020; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board of Supervisors.

ACTION: Policy

Juan C. Rivera, Director of Transportation & Land Management 9/15/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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: September 22, 2020
xc: TLMA-Aviation

Kecia R. Harper
Clerk of the Board

By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 5,000	\$ 0	\$ 5,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Aviation Fund			Budget Adjustment: Yes	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside County operates the Blythe Airport, the Chiriaco-Summit Airport, the Hemet-Ryan Airport, the French Valley Airport and the Jacqueline Cochran Regional Airport. These five (5) general aviation airports (“County Airports”) provide critical aviation infrastructure in support of commercial and life and safety air operations. Lessees, licensees, and permittees at County Airports are comprised of commercial aviation tenants, private tenants, emergency services and non-aeronautical tenants. Aviation commercial tenants provide varying services and products to the aviation community, including hangar storage, maintenance, fuel service or flights. Private aviation tenants typically lease a single-use hangar for storage of a single aircraft. Non-aeronautical tenants are based on limited areas of the airport, as approved by the Federal Aviation Administration, and do not provide aviation-related products or services, but support the viable and self-sustaining operation of County Airports.

Critical air operations based at County Airports include wildfire and firefighting support by the California Department of Forestry and Fire Protection, law enforcement operations by the California Highway Patrol and the Riverside County Sheriff, and air medical/ambulance operations. County Airports provide critical infrastructure and connect communities with the nation’s air transportation system. During natural disasters the airports provide emergency community access as well.

The State of California under the Governor’s Executive Order N-33-20 has identified airports as essential and critical infrastructure. Specific airport operational units such as fuel services and maintenance operators have been allowed to continue business operations during the COVID-19 pandemic. The activity of aircraft operations on the County Airports have been impacted significantly by the pandemic, and the long-term negative economic effects of this pandemic to lessees, licensees, and permittees at the County Airports are unknown. The County Airports have been awarded \$188,000 in Federal Grants from the CARES Act to aid in the operational costs of the airports during the COVID-19 pandemic.

On March 16, 2020, under the Governor’s Executive Order N-28-20, all residential and commercial evictions were suspended only as applied to any tenancy to which a local

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STATE OF CALIFORNIA**

government has imposed a limitation on eviction pursuant to the order, and only to the extent of the limitation imposed by the local government. This suspension was extended under the Governor's Executive Order N-71-20 until September 30, 2020. On March 27, 2020, the Governor also issued Executive Order N-38-20 giving the Judicial Council of California and the Chief Justice as Chair of the Judicial Council authority to take necessary action to respond to the emergency caused by the COVID-19 pandemic. On April 6, 2020, the Judicial Council adopted several emergency rules, including Emergency rule 1, which prohibited the issuance of summons or entering of defaults in eviction or unlawful detainer actions unless the case involves public health and safety issues, and providing that trials be set at least 60 days after a request for trial. Emergency rule 1 remained in effect through September 1, 2020.

During the COVID-19 pandemic, several tenants of the County Airports have become delinquent with rent due in part to significant reductions in aviation operations because of the pandemic. In order to provide economic relief to tenants, staff requests the Board of Supervisors to approve the attached Form Amendment, which includes the following overdue rent repayment conditions for current lessees, licensees, and permittees at County Airports with overdue rent as of September 22, 2020:

- Waive late fees for overdue rent for a period of up to three (3) months.
 - Rent late fees among tenants range from 10-15% of the monthly rent amount due.
 - On average, during a fiscal year, the County collects approximately \$3,750 in late fees.
- Repayment plan with each tenant will not exceed a 12-month period

As part of the attached Form Amendment, each lessee, licensee, and permittee on County Airports who enter into an amendment with the County would be required to extend the same rent repayment schedule to sub-tenants where applicable. The Form Amendment shall not apply to easements or easement holders at County Airports.

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

Impact on Residents and Businesses

This effort allows for economic relief to tenants at County Airports during the COVID-19 pandemic. No rent will be abated during this effort.

Additional Fiscal Information

There are no general fund impacts or budget adjustment anticipated at this time.

ATTACHMENTS:

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

Form Amendment
Notice of Exemption



Jason Farin, Principal Management Analyst 9/17/2020



Gregory V. Priamos, Director County Counsel 9/16/2020

**[INSERT ORDINAL NUMBER (e.g., FIRST)] AMENDMENT
TO
[LEASE/LICENSE/PERMIT]**

THIS [INSERT ORDINAL NUMBER (e.g., FIRST)] AMENDMENT TO [LEASE/LICENSE/PERMIT] (“[insert ordinal number] Amendment”), dated as of _____, 20__ is entered into by and between the County of Riverside (“County”), a political subdivision of the State of California, and [name and legal capacity of Lessee/Licensee/Permittee], (“Lessee/Licensee/Permittee”), sometimes collectively referred to herein as the “Parties”.

RECITALS

A. County and [Lessee/Licensee/Permittee] have entered into that certain [Lease/License/Permit], dated [insert date of agreement], (the “Original Agreement”) pursuant to which County has agreed to allow [Lessee/Licensee/Permittee] to use [insert what is being used or occupied (e.g., Hangar # ____, Building # ____, etc.)] located at [insert address of property], as more particularly described in the Original Agreement (the “Original Premises”).

B. The Original Agreement together with this [insert ordinal number] Amendment, [insert if there are prior amendments: “and all prior amendments”], are collectively referred to herein as the “Agreement.”

C. On March 4, 2020, Governor Gavin Newsom declared a State of Emergency to exist in California as a result of the novel coronavirus (“COVID-19”).

D. On March 10, 2020, the Riverside County Board of Supervisors proclaimed a local health emergency due to the introduction of COVID-19 in Riverside County.

E. In the days following, numerous local and state governmental orders were issued, including orders from the Riverside County’s Health Officer and Director of Emergency Services that, among other things, instituted stay at home orders, prohibited congregating or having public or private gatherings regardless of size, and closed all non-essential operations and facilities (including county facilities), with all such orders being consistent with and incorporating by reference the Governor’s State of Emergency Proclamation dated March 4, 2020, Executive Orders N-25-20 and N-33-20 (Stay at Home order dated March 19, 2020), and all associated orders due to and in response to COVID-19.

F. The activity of aircraft operations at County airports have been significantly impacted by the COVID-19 pandemic, and the long-term negative economic effects of this pandemic to lessees, licensees, and permittees at the County airports are unknown.

G. The County desires to provide economic relief to current lessees, licensees, and permittees at the County airports by deferring increases in rent pursuant to an appraisal.

H. The Parties now desire to amend the Original Agreement to defer the increase in rent pursuant to an appraisal as set forth in Section ___ of the Original Agreement.

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

1. RENT. Section ___ of the Original Agreement is hereby amended by the following:

During the term of the Agreement, [Lessee's/Licensee's/Permittee's] obligation to pay rent for use of the Original Premises shall remain in full force and effect. Rent for the Original Premises is set to increase pursuant to an appraisal as set forth in Section ___ of the Original Agreement ("Appraisal Rent Increase") on [*insert date of rent increase*] ("Appraisal Rent Increase Date"). The Appraisal Rent Increase is hereby deferred two (2) years ("Appraisal Rent Increase Deferral Period"); provided, however, that during the Appraisal Rent Increase Deferral Period, rent for the Original Premises shall increase, by the same percentage increase as set forth in Section ___ of the Original Agreement ("Non-Appraisal Rent Increase"), on the Appraisal Rent Increase Date and on each yearly anniversary of that date until the Appraisal Rent Increase Deferral Period ends. [Lessee/Licensee/Permittee] agrees that it shall defer, upon request of its sub-tenants, sub-lessees, licensees, permittees, sub-licensees, and sub-permittees, any rent payment increase pursuant to appraisal upon the same terms and conditions as set forth above during the Appraisal Rent Increase Deferral Period.

2. CAPITALIZED TERMS/[*insert ordinal number (e.g., 1st, 2nd, etc.)*] AMENDMENT TO PREVAIL. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this [*insert ordinal number*] Amendment shall prevail over any inconsistency or conflicting provisions of the [Lease/License/Permit], as heretofore amended, and shall supplement the remaining provisions thereof.

3. MISCELLANEOUS. Except as amended or modified herein, all the terms of the Original Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this [*insert ordinal number*] Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement 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 provisions of this [*insert ordinal number*] Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either County or [Lessee/Licensee/Permittee]. Neither this [*insert ordinal number*] Amendment, nor the Original Agreement, nor any notice nor memorandum regarding the terms hereof, shall be recorded by [Lessee/Licensee/Permittee].

4. EFFECTIVE DATE. This [*insert ordinal number*] Amendment shall not be binding or consummated until fully executed by the Parties.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this *[insert ordinal number]* Amendment as of the date first written above.

COUNTY:

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: _____

Name: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____

Deputy County Counsel

[LESSEE/LICENSEE/PERMITTEE]:

[INSERT NAME OF
LESSEE/LICENSEE/PERMITTEE AND LEGAL
CAPACITY]

By: _____

Name: _____

Its: _____

Date: _____

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

FOR COUNTY CLERK USE ONLY

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

9/23/20
Date

PR
Initial

NOTICE OF EXEMPTION

September 3, 2020

Project Name: Lease Amendment to Provide for an Overdue Rent Repayment Plan at County Airports

Project Number: ED1910012

Project Location: Blythe Airport-17240 West Hobsonway, Blythe; Chiriaco Summit Airport-62450 Chiriaco Road, Indio; Hemet Ryan Airport-4710 West Stetson Avenue, Hemet; French Valley Airport-37600 Sky Canyon Road, Murrieta; Jaqueline Cochran Airport-58860 Higgins Drive, Thermal; Riverside County

Description of Project: Riverside County operates the Blythe Airport, the Chiriaco-Summit Airport, the Hemet-Ryan Airport, the French Valley Airport and the Jacqueline Cochran Regional Airport. These five general aviation airports provide critical aviation infrastructure in support of life and safety air operations, including wildfire and firefighting support by the California Department of Forestry and Fire Protection, law enforcement operations by the California Highway Patrol and the Riverside County Sheriff, and air medical/ambulance operations. County Airports provide critical infrastructure and connect communities with the nation's air transportation system. During natural disasters the airports provide emergency community access as well.

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In order to provide economic relief to these tenants, staff requests the Board of Supervisors to approve the attached Form Amendment, which includes the following overdue rent repayment conditions for lessees, licensees, and permittees at County Airports:

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As part of the attached Form Amendment, each lessee, licensee, and permittee on County Airports who enter an amendment with the County would be required to extend the same rent repayment schedule to sub-tenants where applicable. The Form Amendment shall not apply to easements or easement holders at County Airports. The Form Amendment would not apply to easements or easement holders at County Airports. The Form Lease Amendment to the Lease with lessees, licensees, and permittees at County Airports is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no expansion of the existing facilities will occur. The operation of the facilities will continue to provide aviation services. 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

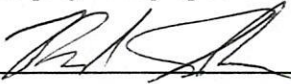
Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

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 Form Lease Amendment.

- **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 a form lease amendment regarding a Rent Repayment Plan for lessees, licensees, and permittees, at County Airports. The project will not require physical modifications to the existing sites which would increase or expand the use of the sites, and is limited to the continued use of the sites in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.

- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Form Lease Amendment will not result in any direct or indirect physical environmental impacts. The use and operation of the airports 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 sites 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: 9/3/2020
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

**Project Name: Lease Amendment to Provide for an Overdue Rent Repayment Plan at
County Airports**

Accounting String: 537080-22100-1910700000- ED1910012

DATE: September 3, 2020

AGENCY: Riverside County Facilities Management

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, Facilities Management**

Signature: 

PRESENTED BY: **Liliana Valle, County Airport Manager**

-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: September 3, 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 # ED1910012**
Lease Amendment to Provide for an Overdue Rent Repayment Plan at County Airports

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