

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



ITEM: 3.15  
(ID # 16709)

**MEETING DATE:**

Tuesday, September 14, 2021

**FROM :** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT - REAL ESTATE (FM-RE): Ratification and Approval of the Fourth Amendment to Lease with Mission Trail Investment, LLC - Riverside University Health System-Behavioral Health, Lake Elsinore, Lease Extension, CEQA Exempt, District 1. [Total Cost \$167,217, 53% Federal, 47 % State] (Clerk of the Board to file Notice of Exemption)

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301(b)(3), Existing Facilities exemption, and Section 15061(b)(3), Common Sense exemption;
2. Ratify and Approve the Fourth Amendment to Lease with Mission Trail Investment, LLC, and authorize the Chair of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for filing within five (5) working days of approval by the Board.

**ACTION:Policy**

  
Rose Salgado, Director of Facilities Management 7/20/2021

  
Matthew Chang, Director 8/25/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Disqualified: Jeffries  
Date: September 14, 2021  
xc: FM, Recorder

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$167,217	\$0	\$ 167,217	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Federal 53%; State 47%			Budget Adjustment: No	
			For Fiscal Year: 2021/2022	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System-Behavioral Health (RUHS-BH) has occupied a leased facility at 31946 Mission Trail in Lake Elsinore since 2008.

This Fourth Amendment to Lease (Amendment) represents a short lease extension through December 31, 2021 of the Mission Trail office. RUHS-BH is currently working to complete tenant improvements at its Lakeshore Drive location in order to accommodate the relocation and consolidation of staff in this region of the County. Once improvements are completed the Mission Trail office will be vacated in its entirety.

Pursuant to the California Environmental Quality Act (CEQA), the 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 is the letting of property involving previously occupied space.

This Amendment to Lease is summarized below:

Lessor:	Mission Trail Investment, LLC c/o America West Properties Inc. 22541 Aspan Street #H Lake Forest, CA 92630		
Premises Location:	31946 Mission Trail, Suite B Lake Elsinore, CA 92530		
Size:	8,828 Square Feet		
Rent:	<table><tr><td><u>Current:</u> \$2.56 per sq. ft.</td><td><u>New:</u> \$3.00 per square foot</td></tr></table>	<u>Current:</u> \$2.56 per sq. ft.	<u>New:</u> \$3.00 per square foot
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SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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\$22,583.25 per month	\$26,484.00 per month
\$270,999.00 per year	\$317,808 per year

Term: July 9, 2021 to December 31, 2021

County of Riverside: Lake Elsinore



# Exhibit A

**FY 2021/22**  
**RUHS - Behavioral Health**  
**31946 Mission Trail, Suite B, Lake Elsinore**

***ESTIMATED AMOUNTS***

**Total Square Footage to be Leased:**

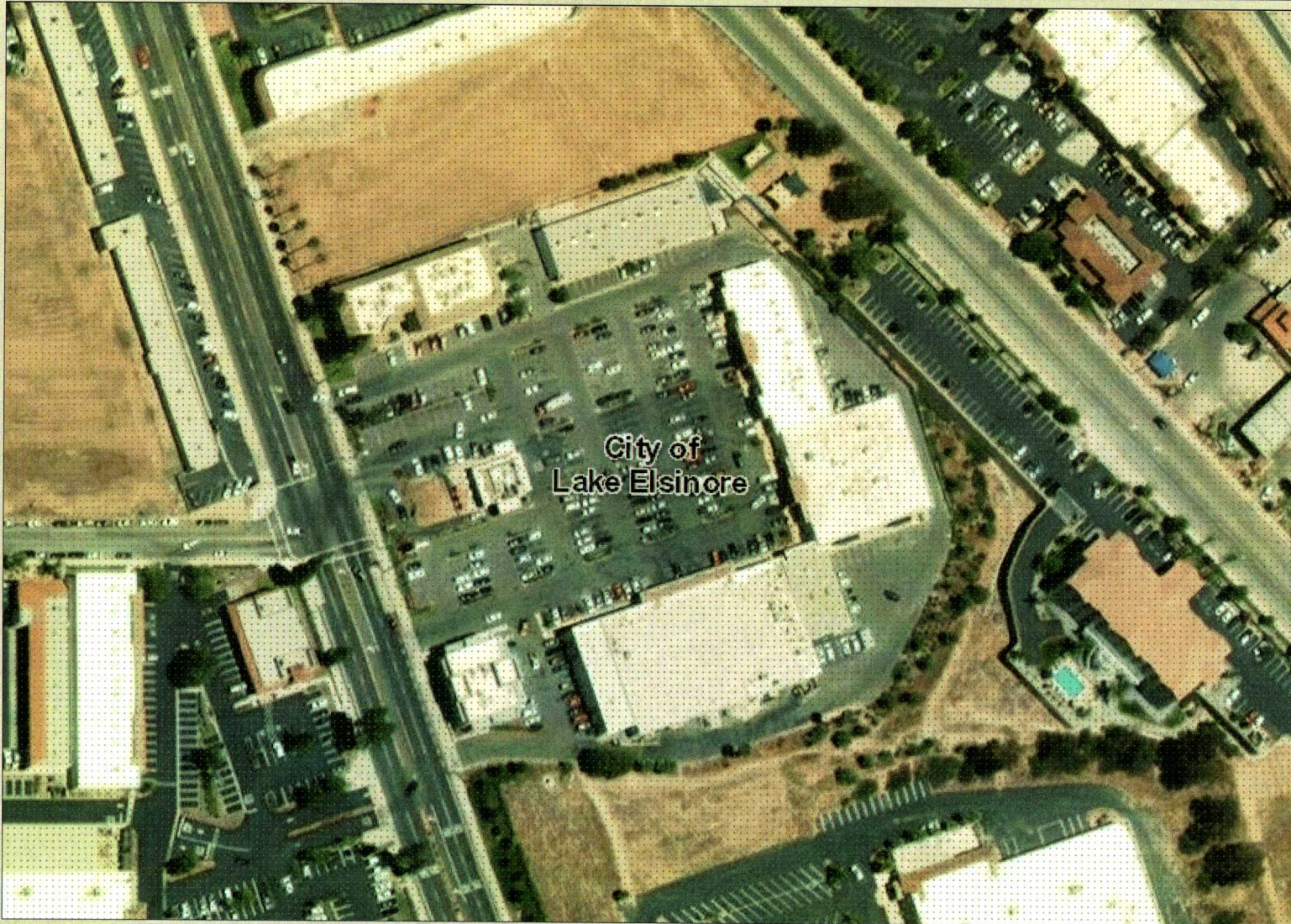
Current Office:	8,828 SQFT	
Approximate Cost per SQFT (Jul-Dec)	\$ 3.00	
Lease Cost per Month (Jul-Dec)	\$ 26,484.00	
Total Lease Cost (Jul-Dec)		\$ 153,607.20
<b>Total Estimated Lease Cost for FY 2021/22</b>		<b>\$ 153,607.20</b>

**Estimated Additional Costs:**

Utility Cost per SQFT	\$ 0.12	
Estimated Utility Costs per Month	\$ 1,059.36	
Total Estimated Utility Cost (Jul-Dec)		\$ 6,144.29
<b>Total Estimated Utility Cost for FY 2021/22</b>		<b>\$ 6,144.29</b>
FM Lease Management Fee as of FY 2021/22	4.86%	\$ 7,465.31
<b>TOTAL ESTIMATED COST FOR FY 2021/22</b>		<b>\$ 167,216.80</b>
<b>TOTAL COUNTY COST</b>	<b>0.00%</b>	<b>\$ -</b>



## 31946 Mission Trail, Suite B, Lake Elsinore



### Legend

- Blueline Streams
- City Areas



**\*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.

0 188 376 Feet

REPORT PRINTED ON... 6/28/2021 11:32:24 AM

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### Notes



1 **FOURTH AMENDMENT TO LEASE**

2 31946 Mission Trail, Suite B, Lake Elsinore, California

3  
4 This **FOURTH AMENDMENT TO LEASE** ("Fourth Amendment") dated as of  
5 SEP 14 2021, is entered by and between MIRAMAR WEST, LLC, predecessor in  
6 interest to **MISSION TRAIL INVESTMENT, LLC**, a Delaware limited liability company  
7 ("Lessor"), and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of  
8 California ("County"), sometimes collectively referred to as the "Parties".

9 **1. Recitals.**

10 a. Lessor and County have entered into that certain Lease, dated  
11 April 1, 2008, ("Original Lease") pursuant to which Lessor has agreed to lease to  
12 County and County has agreed to lease from Lessor that certain building located at  
13 31946 Mission Trail, Suite B, in the City of Lake Elsinore, State of California, as more  
14 particularly shown in the Original Lease (the "Original Premises").

15 b. The Original Lease has been amended by:

16 That certain First Amendment to Lease dated September 30, 2008, by and  
17 between Miramar West, LLC, and the County ("First Amendment"), whereby the Parties  
18 amended the Original Lease to complete tenant improvements.

19 That certain Second Amendment to Lease dated August 20, 2013, by and  
20 between Miramar West, LLC, and the County ("Second Amendment"), whereby the  
21 Parties amended the Lease to extend the lease term, modify the rent and complete  
22 tenant improvements.

23 That certain Third Amendment to Lease dated June 8, 2021, by and between  
24 Mission Trail Investment, LLC, and the County ("Third Amendment"), whereby the  
25 Parties amended the Lease to extend the term.

26 c. The Original Lease, as heretofore, currently, or hereafter  
27 amended, shall hereafter be referred to as the "Lease".

28  
WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside Ca 92502-1147  
Thank you.

SEP 14 2021 3:15

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Thank you.

SEP 14 2021 3:15



1 d. County and Lessor desire to further amend the Lease by extending  
2 the term of the Lease (as defined herein), amending the amount of rent paid, and  
3 adding a term providing for digital signatures.

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

6 **2. Term.** Section 3 of the Lease is hereby amended by the following: The  
7 term of the Lease shall be extended ("Extension Term") commencing July 9, 2021 and  
8 expiring December 31, 2021.

9 **3. Rent.** Section 5.1 of the Lease is hereby amended by the following:  
10 As of the effective date of this Fourth Amendment, County shall pay the sum of  
11 twenty-six thousand four hundred eighty-four and no/100 dollars (\$26,484.00) per  
12 month to Lessor as rent for the Leased Premises, payable, in advance, on the first day  
13 of the month or as soon thereafter as a warrant can be issued in the normal course of  
14 County's business; provided, however, in the event rent for any period during the term  
15 hereof which is for less than one (1) full calendar month, said rent shall be pro-rated  
16 based upon the actual number of days of said month.

17 **4. Counterparts and Use of Digital Signatures.** Section 26 of the Lease  
18 is renumbered as Section 27 as shown below and the new Section 26 is hereby  
19 amended in its entirety by the following:

20 **26. Counterparts and Use of Digital Signatures.** This Agreement may  
21 be executed in any number of counterparts, each of which will be an original, but all of  
22 which together will constitute one instrument. Each party of this Agreement agrees to  
23 the use of electronic signatures, such as digital signatures that meet the requirements  
24 of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§  
25 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the  
26 electronic signatures of the parties included in this Agreement are intended to  
27 authenticate this writing and to have the same force and effect as manual signatures.  
28 Electronic signature means an electronic sound, symbol, or process attached to or



1 logically associated with an electronic record and executed or adopted by a person  
2 with the intent to sign the electronic record pursuant to the CUETA as amended from  
3 time to time. The CUETA authorizes use of an electronic signature for transactions and  
4 contracts among parties in California, including a government agency. Digital signature  
5 means an electronic identifier, created by computer, intended by the party using it to  
6 have the same force and effect as the use of a manual signature, and shall be  
7 reasonably relied upon by the parties. For purposes of this section, a digital signature  
8 is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the  
9 Civil Code.

10               **27.** This Lease shall not be binding or consummated until its approval by  
11 the County.

12               **4. Capitalized Terms: Fourth Amendment to Prevail.** Unless defined  
13 herein or the context requires otherwise, all capitalized terms herein shall have the  
14 meaning defined in the Lease, as heretofore amended. The provisions of this Fourth  
15 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease,  
16 as heretofore amended, and shall supplement the remaining provision thereof.

17               **5. Miscellaneous.** Except as amended or modified herein, all the terms of  
18 the Lease shall remain in full force and effect and shall apply with the same force and  
19 effect. If any provisions of this Fourth Amendment or the Lease shall be determined to  
20 be illegal or unenforceable, such determination shall not affect any other provision of  
21 the Lease and all such other provisions shall remain in full force and effect. The  
22 language in all parts of the Lease shall be construed according to its normal and usual  
23 meaning and not strictly for or against either Lessor or County. Neither this Fourth  
24 Amendment, nor the Original Lease, nor any notice nor memorandum regarding the  
25 terms hereof, shall be recorded by County.

26               **6. Effective Date.** This Fourth Amendment to Lease shall not be binding or  
27 consummated until its approval by the Riverside County Board of Supervisors and fully  
28 executed by the Parties.

(Signatures on the following page)

**In Witness Whereof**, the Parties have executed this Fourth Amendment as of the date written below.

Dated: 09-14-2021

COUNTY:

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

LESSOR:

Mission Trail Investment, LLC, a California  
limited liability company

By: Karen S. Spiegel  
Karen Spiegel, Chair  
Board of Supervisors

By: \_\_\_\_\_  
Roger Allensworth, Manager

ATTEST:

Kecia R. Harper  
Clerk of the Board

By: [Signature]  
Deputy

APPROVED AS TO FORM:

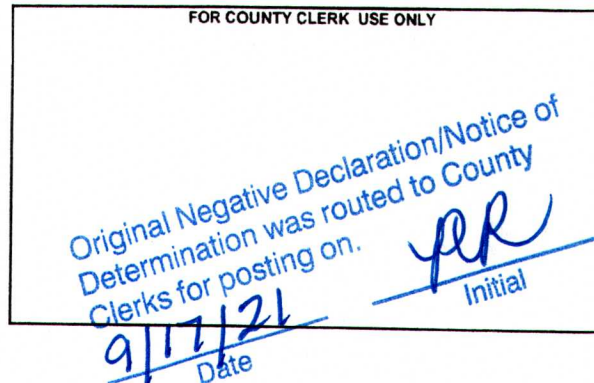
Gregory P. Priamos  
County Counsel

By: [Signature]  
Ryan Yabko  
Deputy County Counsel

HR:dr/06242021/LE026/30.540



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



## NOTICE OF EXEMPTION

June 30, 2021

**Project Name:** Riverside University Health System Department of Behavioral Health (RUHS-BH) Fourth Amendment to Lease with Mission Trail Investment, LLC, Lake Elsinore

**Project Number:** FM042431002600

**Project Location:** 31946 Mission Trail, Suite B, south of Diamond Drive, Lake Elsinore, CA 92530, Assessor's Parcel Numbers (APN) 363-172-022, 363-172-010

**Description of Project:** The County of Riverside (County) has been under lease for 8,828 square feet of office space in the City of Lake Elsinore at 31946 Mission Trail, Suite B since September 2008. RUHS-BH has occupied this office and it continues to meet the requirements of the Department for providing services to the community. The current lease expires July 8, 2021. The Department is seeking to extend the Lease for an additional six months in order to complete tenant improvements at Lakeshore Drive to accommodate relocation of staff. The Fourth Amendment to Lease will extend the term for an additional six months and 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 facility will occur. The operation of the facility will continue to provide public services for the RUHS-BH. 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 extension of 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 project, as proposed, is limited to a new lease for continued use of an existing building. The six-month extension of the Lease Agreement would not increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** 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 six-month extension of 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: 6/30/21  
Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management



**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** RUHS-BH 4<sup>th</sup> Amendment to Lease, Lake Elsinore

**Accounting String:** 524830-47220-7200400000 - FM042431002600

**DATE:** June 30, 2021

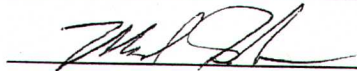
**AGENCY:** Riverside County Facilities Management

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:** Simon Asano, 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: June 30, 2021  
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 # FM042431002600**  
RUHS-BH 4<sup>th</sup> Amendment to Lease, Lake Elsinore

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 Ave, Riverside, CA 92507**

**If you have any questions, please contact Mike Sullivan at 955-8009 or email at [msullivan@rivco.org](mailto:msullivan@rivco.org).**

Attachment

cc: file