

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



ITEM: 3.18  
(ID # 17331)

**MEETING DATE:**

Tuesday, December 14, 2021

**FROM :** FACILITIES MANAGEMENT AND RIVERSIDE UNIVERSITY HEALTH SYSTEM -  
BEHAVIORAL HEALTH :

**SUBJECT:** FACILITIES MANAGEMENT- REAL ESTATE (FM-RE) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH (RUHS-BH): Ratification and Approval of the Fourth Amendment to Lease with Lucia and Robert Ramos, 1297 W. Hobsonway, Blythe, 5 year lease with two 1 year options; CEQA Exempt, District 4 [\$1,084,525 - Federal Funds 46%, State Funds 54%] (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, Existing facilities and Section 15061(b)(3) Common Sense Exemption;
2. Ratify and Approve the attached Fourth Amendment to Lease with Robert and Lucia Ramos 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 Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

**ACTION:**CIP, Policy

  
Rose Salgado, Director of Facilities Management 11/22/2021

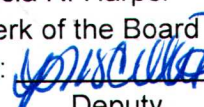
  
Matthew Chang, Director 11/23/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington 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: December 14, 2021  
xc: FM-RE, RUHS-BH, Recorder

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 126,528	\$ 216,905	\$ 1,084,525	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Federal Funds 46%, State Funds 54%			<b>Budget Adjustment:</b> NO	
			<b>For Fiscal Year:</b> 2021/22-2026/27	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

This Fourth Amendment to Lease (Amendment) represents a request from the Riverside University Health System-Behavioral Health (RUHS-BH) to extend the lease for its Drug Use Program and Counseling Center currently located at 1297 W. Hobsonway, Blythe, California, commencing on December 1, 2021 through November 30, 2026. RUHS-BH has been at this facility since January 9, 2001 and the facility continues to meet the requirements of the department. FM-RE has negotiated a five (5) year lease extension at a reduced rate and with no annual escalator and two 1-year options to extend.

Pursuant to the California Environmental Quality Act (CEQA), the lease was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing facilities and Section 15061 (b) (3) - common sense exemption. The proposed project, the lease, is the letting of property involving existing facilities, no expansion of an existing use will occur.

The lease is summarized as follows:

Lessor:	Lucia and Robert Ramos 21 Calle Ameno San Clemente, CA 92672	
Location:	1297 W. Hobsonway Blythe, California	
Size:	9,660 square feet	
Term:	December 1, 2021 through November 30, 2026	
Rent:	<u>Current</u> \$ 1.81 per sq. ft. \$ 17,484.60 per month	<u>New</u> \$ 1.67 per sq. ft. \$ 16,132.20 per month

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

\$209,815.20 per year

\$193,586.40 per year

Rental Adjustments:           None

Utilities:                       County pays electric and telephone. Lessor pays for all other utilities.

Maintenance:                Provided and paid by Lessor

Custodial:                    Provided and paid by Lessor

Improvements:              None

Information Technology:    None

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

**Impact on Residents and Businesses**

The healthcare services and programs offered at this facility will provide a positive benefit to the citizens of this region of the County. Businesses in the area will also benefit from the added activity and the positive economic impact that County occupancy and long-term jobs provide to a region.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

RUHS-BH will budget these costs in FY 2021/2022 and will reimburse FM-RE for all lease costs on a monthly basis.

**Contract History and Price Reasonableness**

This Lease has been in place since 2001.

**ATTACHMENTS**

- Fourth Amendment to Lease
- Exhibits A, B & C
- Notice of Exemption



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

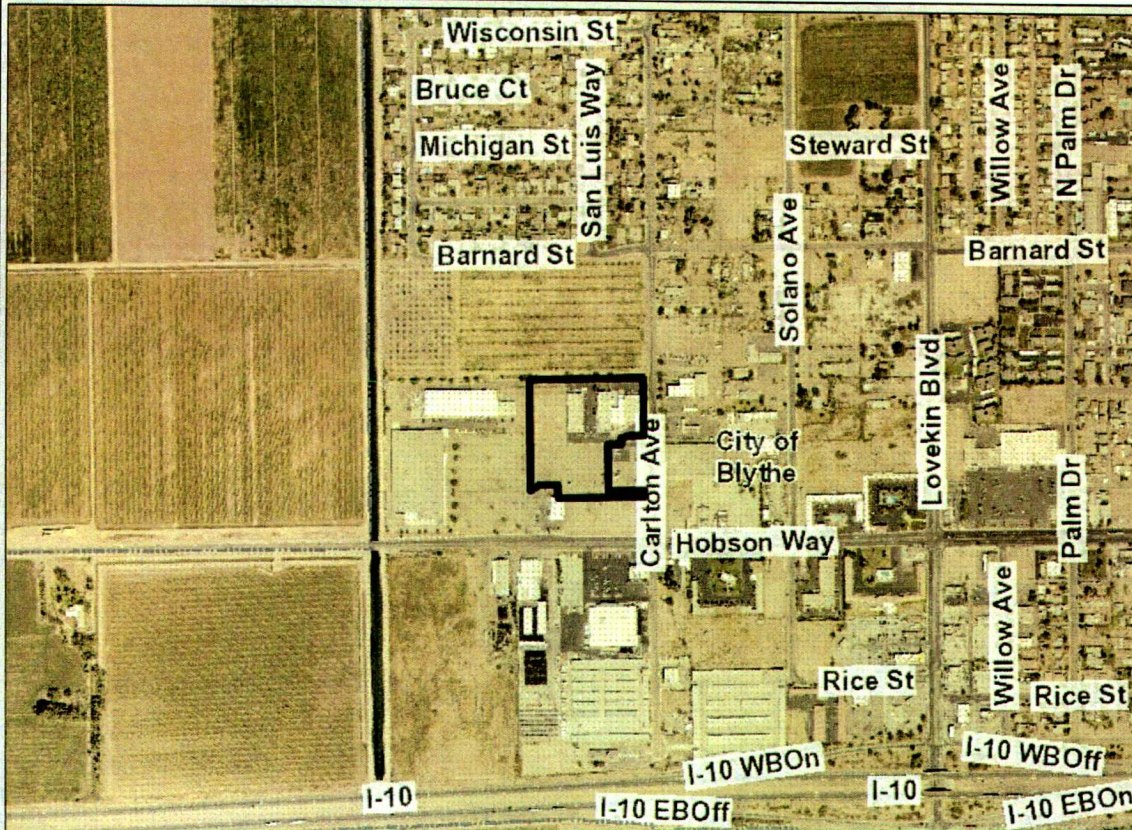
- Aerial Map

PK:dr/10072021/BL034/30.613

  
Meghan Hahn, Senior Management Analyst 12/2/2021

# 1297 W. Hobsonway

BL034 4th Amendment



## Legend

- County Centerline Names
- BlueLine Streams
- City Areas
- World Street Map



0 770 1,539 Feet



"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.

REPORT PRINTED ON...10/6/2021 2:39:02 PM

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## Notes



1 **FOURTH AMENDMENT TO LEASE**

2 1297 W. Hobsonway, Blythe, California

3  
4 This **FOURTH AMENDMENT TO LEASE** ("Fourth Amendment"), dated as of  
5 11-11-21, is entered by and between the **COUNTY OF RIVERSIDE**, a political  
6 subdivision of the State of California ("County"), and **LUCIA AND ROBERT RAMOS**  
7 ("Lessor"), sometimes collectively referred to as the "Parties".

8 **1. Recitals.**

9 a. Blythe Village Center, L.P., a California limited partnership and  
10 County entered into that certain Lease dated January 9, 2001 (the "Original Lease"),  
11 pursuant to which County leased a portion of that certain building located at 1297 W.  
12 Hobsonway, Blythe, California (the "Building"), as more particularly described in the  
13 Original Lease.

14 b. The Original Lease has been amended by:

15 i. That certain First Amendment to Lease dated January 23,  
16 2007, by and between County of Riverside and Desert Alliance for Community  
17 Empowerment, a California corporation, Successor-in-interest to Blythe Village Center,  
18 L.P. (the "First Amendment"), whereby the Parties amended the Original Lease to  
19 extend the term period and update the rental amounts.

20 ii. That certain Second Amendment to Lease dated December  
21 6, 2011, by and between County of Riverside and Desert Alliance for Community  
22 Empowerment, a California corporation, Successor-in-interest to Blythe Village Center,  
23 L.P. (the "Second Amendment"), whereby the Parties amended the Original Lease to  
24 extend the term period, update the rental amounts, add an option to terminate and  
25 update the address for both Parties under the Notices section.

26 iii. That certain Third Amendment to Lease dated January 31,  
27 2017, by and between County of Riverside and Imperial Hardware Company, a  
28 California Corporation, Successor-in-interest to Desert Alliance for Community

1 Empowerment, a California corporation (the "Third Amendment"), whereby the Parties  
2 amended the Lease to extend the term period, update the rental amounts, update  
3 notices, update the County representative and include improvements by Lessor.

4 iv. Lucia and Robert Ramos are the successors-in-interest to Imperial  
5 Hardware Company, having acquired title to the Building by purchase on December  
6 20, 2019.

7 v. The Original Lease together with these Amendments are  
8 collectively referred to herein as the "Lease".

9 vi. The Parties now desire to amend the Lease to extend the term  
10 period for an additional five years, update the rental amounts, update the options to  
11 extend, update the notices and update the County representative.

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

14 **2. Term.**

15 Section 3 (a) of the Lease shall be amended as follows:

16 The term of this Lease shall be extended for five (5) years commencing on December  
17 1, 2021 and terminating November 30, 2026.

18 **3. Rent.**

19 Section 5 of the Lease shall be amended as follows:

20 County shall pay to Lessor the monthly sums as rent for the leased premises during  
21 the term of this Lease as indicated below:

<u>Monthly Amount</u>	<u>Year</u>
\$16,132.20	December 1, 2021 to November 30, 2026

24 **4. Options to Extend.**

25 Section 4 of the Lease shall be deleted in its entirety and replaced with  
26 the following:  
27  
28



County shall have the options to extend the term of this lease for two (2) separate and consecutive one (1) year periods, which options shall be exercised in the following manner:

a. The first option shall be exercised by County giving Lessor notice of its election thereof, in writing, no later than Sixty (60) days prior to the expiration of the term.

b. The second option shall be exercised by County giving Lessor notice of its election thereof, in writing, no later than Sixty (60) days prior to the expiration of the extended term of this lease.

	<u>Year</u>	<u>Option Rent</u>
First Option	12/1/2026 to 11/30/2027	\$16,325.40
Second Option	12/1/2027 to 11/30/2028	\$16,518.60

**5. Notices.**

Section 13 of the Lease shall be amended as follows: Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

**COUNTY:**  
Facilities Management  
Real Estate Division  
County of Riverside  
3133 Mission Inn Avenue  
Riverside, California 92507

**LESSOR:**  
Lucia and Robert Ramos  
21 Calle Ameno  
San Clemente, California 92672

**6. County's Representative.**

Section 19 of the Lease shall be amended as follows: County hereby appoints the Director of Facilities Management as its authorized representative to administer this Lease.

**7. Capitalized Terms.**

Fourth 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



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

3 **8. Miscellaneous.**

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

17 **9. Effective Date.**

18 This Fourth Amendment to Lease shall not be binding or consummated  
19 until its approval by the Riverside County Board of Supervisors and fully executed by  
20 the Parties.

21 (Remainder of Page Intentionally Left Blank)  
22  
23  
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26  
27  
28

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

3  
4 Dated: 11-11-21

5  
6 County:

Lessor:

7 **COUNTY OF RIVERSIDE**, a political  
8 subdivision of the State of California

**Lucia and Robert Ramos**

9  
10 By: Karen S. Spiegel  
11 Karen Spiegel, Chair  
12 Board of Supervisors  
13 DEC 14 2021

By: Robert Ramos  
Robert Ramos

14 **ATTEST:**  
15 Kecia R. Harper  
16 Clerk of the Board

By: Lucia Ramos  
Lucia Ramos

17 By: Gregory P. Priamos  
18 Deputy

19 **APPROVED AS TO FORM:**  
20 Gregory P. Priamos, County Counsel

21 By: Wesley W. Stanfield  
22 Wesley W. Stanfield  
23 Deputy County Counsel

24  
25  
26 PK:dr/11102021/BL034/30.641  
27  
28



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.	
12/01/21 Date	PR Initial

## NOTICE OF EXEMPTION

December 1, 2021

**Project Name:** Riverside University Health System – Behavioral Health (RUHS-BH) Fourth Amendment to Lease Agreement, Blythe

**Project Number:** FM042134003400

**Project Location:** 1297 West Hobsonway, west of North Carlton Avenue, Blythe, California 92225; Assessor's Parcel Number (APN) 836-180-045

**Description of Project:** The County of Riverside (County) RUHS-BH entered into a Lease Agreement on January 9, 2001 to occupy 9,660 square feet of office space located at 1297 West Hobsonway in Blythe, California. The RUHS-BH facility consists of a Drug Abuse Program and Counseling Center. Three previous amendments each extended the term of the lease. The location continues to meet the needs of RUHS-BH and a fourth amendment that includes an additional five-year extension of term is being sought. The term of the lease shall be extended five years commencing on December 1, 2021 and terminating November 30, 2026. The Fourth Amendment to the Lease Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would involve the continuation of the letting of office space and no expansion or increase in capacity of the existing office building will occur. The operation of the facility will continue to provide behavioral health services and 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.

DEC 14 2021 3.18

**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 project, as proposed, is limited to a Lease Agreement regarding an existing RUHS-BH facility. The project will not require physical modifications to the existing site which would 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 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:** 12-1-2021

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



**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: RUHS-BH Fourth Amendment to Lease Agreement, Blythe**

**Accounting String: 524830-47220-7200400000 - FM042134003400**


DATE: December 1, 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: **Peter Komar, Real Property Agent II, 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: December 1, 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 # FM042134003400**  
RUHS-BH Fourth Amendment to Lease Agreement, Blythe

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](mailto:msullivan@rivco.org).

Attachment

cc: file