

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



**ITEM: 3.10
(ID # 17524)**

MEETING DATE:

Tuesday, June 07, 2022

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Approval of Second Amendment to Lease with SchoolsFirst Federal Credit Union, Riverside University Health System, 7 Years, CEQA Exempt, District 1. [\$4,387,388 - 95% Federal Grants, 5% General Funds] (Clerk 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, Class 1, Existing Facilities Exemption and 15061(b)(3), Common Sense exemption;
2. Approve the Second Amendment to Lease with SchoolsFirst Federal Credit Union, and authorize the Chair of the Board to execute the Second Amendment on behalf of the County; and
3. Direct the Clerk of the Board to file the attached Notice of Exemption within five (5) working days of approval by the Board.

ACTION:


Rose Salgado, Director of Facilities Management 4/21/2022


Kim Saruwatari, Director of Public Health 4/27/2022


Aaron Gettis, Deputy County Counsel 5/17/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: June 7, 2022

xc: FM-RE, RUHS, Recorder

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	\$0	\$ 670,089	\$ 4,387,388	\$ 0
NET COUNTY COST	\$0	\$ 33,504	\$ 219,369	\$ 0
SOURCE OF FUNDS: Public Health Grants 95%, General Funds 5%			Budget Adjustment:	No
			For Fiscal Year:	2022/23 – 2028/29

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 8, 2014, the Board of Supervisors approved Minute Order 3.11, a new ten-year lease for office space consisting of approximately 40,353 square feet for the Riverside University Health System-Public Health (RUHS-PH), for the leased premises located at 4210 Riverwalk Parkway Suites 100, 300 and 400, in Riverside (Lease). On August 6, 2019, the Board of Supervisors approved Minute Order 3.14 that reduced the Premises to 29,341 square feet and extended the term of the Lease through July 31, 2026.

This Second Amendment to Lease (Amendment) expands the leased premises by an additional 18,227 square feet (Expanded Premises) for Public Health program administration offices for a total leasehold of 47,568 square feet. Included in this expansion is a reduced market rate rent and Lessor paid tenant Improvements for the Expanded Premises. The term for the Expanded Premises will commence upon the completion of the improvements and terminate eighty-four (84) months thereafter, independent of the termination date of the current premises. Annual increases to the rent shall be 2.75% and occur on the anniversary date of the commencement date of the Expanded Premises. A follow-up Amendment to Lease to memorialize the commencement date will be presented upon completion of the improvements. All other terms of the Lease shall remain the same.

The Second Amendment also provides a restoration of the Options to Extended on the Current Premises. The first of these options will bring the expiration date of Current Premises in line with the expiration of the first option to extend of the Expanded Premises. The second option to extend for the Current Premises will be in line with the second option to extend for the Expansion Premises, both permitted for an additional five (5) years of term. The Second Amendment has been approved as to form by County Counsel.

Pursuant to the California Environmental Quality Act (CEQA), the Amendment was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption and Section 15061(b)(3), Common Sense

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exemption. The proposed project, the Amendment, is the letting of property involving existing facilities and no expansion of an existing use will occur.

The Amendment and Lease terms are summarized below:

Location: (Current Premises): 4210 Riverwalk Parkway, Suites 110 and 400
(Expanded Premises): 4210 Riverwalk Parkway, Suites 300, 320, 370, 420

Lessor: SchoolsFirst Federal Credit Union, a federally chartered credit union

Size:	<u>Current:</u>	<u>Expansion:</u>	<u>Total:</u>
	29,341 sq.ft.	18,227 sq.ft.	47,568 sq.ft.

Term: Seven (7) years on Expanded Premises only

Rent:	<u>Current:</u>	<u>Expansion:</u>	<u>Total (Blended)</u>
	\$2.53/sft.	\$2.35/sft.	\$2.46/sft.
	\$74,344.67 per month	\$42,833.45 per month	\$117,178.12 per month
	\$892,136.04 per year	\$514,001.40 per year	\$1,406,137.40 per year

Improvements: Mutually agreed scope of work to be completed by Lessor at Lessor's sole cost and expense

Option to Terminate: None

Option to Extend: For the Expansion Premises; Two, five-year options at the same terms and conditions by providing Lessor not less than one hundred eighty (180) days' notice prior to Lease expiration.

For the Current Premises, restoration of two (2) Options to Extend; for the first Option to be Extend, the term to be co-terminus with the expiration date of the first Option to Extend for the Expanded Premises. The Second Option to Extend for the Current Premises to match the Second Option to Extend for the Expansion Premises which is five (5) years. County shall provide not less than one hundred eighty (180) days' notice to Landlord prior to Lease expiration of its intent to exercise its Option(s).

All Options to Extend for the Current and Expansion Premises shall be at Fair Market Value as per Section 6.1.2 of the Original Lease.

Custodial: Provided by Lessor

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Maintenance: Provided by Lessor

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

Impact on Residents and Businesses

RUHS-Public Health will continue to benefit the region by providing important programs to the community. The expanded premises and favorable Lease terms will provide value in increased services to the public.

Additional Fiscal Information

See attached Exhibits A, B, and C. All associated costs for this Amendment will be budgeted in FY22/23-FY28/29 by RUHS-Public Health. RUHS-Public Health will reimburse FM-RE for all associated Lease costs monthly.

Contract History and Price Reasonableness

This Lease has been in place since August 8, 2014, and the rates are deemed competitive.

ATTACHMENTS:

- Aerial Site Image
- CEQA Notice of Exemption
- Financial Exhibits A, B, & C
- Second Amendment to Lease

JD:sc/03162022/RV581/30.702



Meghan Hahn, Senior Management Analyst 5/17/2022

RUHS - Public Health - CCS

4210 Riverwalk Parkway, Riverside, CA



Legend

- Parcels
- Blueline Streams

Notes
District 1
Leased area outlined in Blue
APN 141-260-031

ACIT

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.

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© Riverside County GIS

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.

6/10/22 Zms
Date Initial

NOTICE OF EXEMPTION

December 3, 2021

Project Name: Riverside Department of Public Health (Public Health) Second Amendment to Lease, Riverwalk, Riverside

Project Number: FM042611053900

Project Location: 4210 Riverwalk Parkway, north of Pierce Street, Riverside, California 92505; Assessor's Parcel Number (APN) 141-260-031

Description of Project: On April 8, 2014, the Board of Supervisors approved Minute Order 3.11, a new ten-year lease for office space consisting of approximately 40,353 square feet for Public Health at the leased premises located at 4210 Riverwalk Parkway Suites 100, 300 and 400, Riverside. On August 6, 2019, the Board of Supervisors approved Minute Order 3.14, a First Amendment where the leased Premises was reduced to 29,341 square feet and extended the term of the Lease through July 31, 2026.

This Second Amendment to Lease increases the leasehold at the premise an additional 18,227 square feet for Public Health administration offices for a total leasehold of 47,568 square feet. Included in this additional leased space is a new market rate rent, a rent abatement period, and Lessor Paid tenant Improvements to make the increased space functional. The term will commence upon the completion of the improvements and co-terminate with the original premise on July 31, 2026. The Second Amendment to the Lease Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would not result in a significant increase in capacity or physical expansion of the existing building footprint. No significant physical changes would occur as a result of the Second Amendment to the Lease Agreement.

Name of Public Agency Approving Project: Riverside County

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

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

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Second Amendment to the Lease Agreement.

JUN 07 2022 3.10

- **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 Second Amendment to the Lease Agreement is a contractual action to permit the continued operation of public health services at the existing facility. The Lease Agreement is being amended to increase the square footage to 47,568 square feet and implement tenant improvements. The tenant improvements would be minor interior alterations within the existing building footprint to integrate the additional leased space and provide a more functional facility. The increase leased space would be approximately 7,215 square feet from the original Lease Agreement and would include consist of existing building space without the need to alter the building footprint. As the increase space would not exceed the full planned capacity of the existing facility, no significant increase in capacity would occur and the use would continue to be consistent with the existing land use. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Second 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: 12-3-2021
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

**Project Name: Riverside County Department of Public Health 2nd Amendment to Lease,
Riverwalk**

Accounting String: 524830-47220-7200400000 - FM042611053900


DATE: December 3, 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: **Jonathan Duey, Principal 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: December 3, 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 FM042611053900**
Riverside County Department of Public Health 2nd Amendment, Riverwalk

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

Exhibit A

FY 2022/23

Riverside University Health System

4210 Riverwalk Parkway, Suites 300/320/370/420

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office: 18,227 SQFT

Approximate Cost per SQFT (Jul-June) \$ 2.35

Lease Cost per Month (Jul-June) \$ 42,833.45

Total Lease Cost (Jul-June) \$ 514,001.40

Abated Rent \$ -

Total Estimated Lease Cost for FY 2022/23 \$ **514,001.40**

Estimated Additional Costs:

Utility Cost per SQFT \$ 0.12

Estimated Utility Costs per Month \$ 2,187.24

Total Estimated Utility Cost (Jul-June) \$ 26,246.88

Total Estimated Utility Cost for FY 2022/23 \$ **26,246.88**

RCIT Costs \$ 100,000.00

Tenant Improvement Costs \$ -

FM Lease Management Fee as of 07/01/2022 4.86% \$ 29,840.47

TOTAL ESTIMATED COST FOR FY 2022/23 \$ **670,088.75**

Amount in FY 2022/23 for New Amendment \$ 670,088.75

TOTAL COUNTY COST 10.00% \$ **67,008.88**

Exhibit B

FY 2023/24
Riverside University Health System
4210 Riverwalk Parkway, Suites 300/320/370/420

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	18,227	SQFT		
Approximate Cost per SQFT (Jul-Jun)	\$	2.41		
Lease Cost per Month (Jul-Jun)		\$	44,011.37	
Total Lease Cost (Jul-Jun)			\$	528,136.44
Total Estimated Lease Cost for FY 2023/24			\$	528,136.44

Estimated Additional Costs:

Utility Cost per SQFT	\$	0.12		
Estimated Utility Costs per Month		\$	2,187.24	
Total Estimated Utility Cost (Jul-Jun)			\$	26,246.88
Tenant Improvement			\$	-
FM Lease Management Fee as of 07/01/2022		4.86%	\$	25,667.43
TOTAL ESTIMATED COST FOR FY 2023/24			\$	580,050.75
TOTAL COUNTY COST		10.00%	\$	58,005.08

Exhibit C

FY 2024/25 - 2028/29
Riverside University Health System
4210 Riverwalk Parkway, Suites 300/320/370/420

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office: 18,227 SQFT

	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29
Approximate Cost per SQFT (Jul-Jun)	\$ 2.48	\$ 2.54	\$ 2.61	\$ 2.69	\$ 2.76
Lease cost per Month (Jul-Jun)	\$ 45,221.68	\$ 46,465.28	\$ 47,743.07	\$ 49,056.01	\$ 50,405.05
Total Lease Cost (Jul-Jun)	\$ 542,660.19	\$ 557,583.35	\$ 572,916.89	\$ 588,672.10	\$ 604,860.59
Total Estimated Lease Cost for FY 2024/25 - 2028/29	\$ 542,660.19	\$ 557,583.35	\$ 572,916.89	\$ 588,672.10	\$ 604,860.59

Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12
Estimated Utility Costs per Month	\$ 2,187.24	\$ 2,187.24	\$ 2,187.24	\$ 2,187.24	\$ 2,187.24
Total Estimated Utility Cost	\$ 26,246.88	\$ 26,246.88	\$ 26,246.88	\$ 26,246.88	\$ 26,246.88
Tenant Improvement	\$ -	\$ -	\$ -	\$ -	\$ -
FM Lease Management Fee as of 07/01/2022 4.86%	\$ 26,373.29	\$ 27,098.55	\$ 27,843.76	\$ 28,609.46	\$ 29,396.22
TOTAL ESTIMATED COST FOR FY 2024/25 - 2028/29	\$ 595,280.36	\$ 610,928.78	\$ 627,007.53	\$ 643,528.44	\$ 660,503.69

F11 Total Cost \$ 4,387,388.30
F11 Total County Cost 10.00% \$ 438,738.83

1 **SECOND AMENDMENT TO LEASE**

2 **COUNTY OF RIVERSIDE**

3 **Department of Public Health**

4 4210 Riverwalk Parkway Suites 110, 400

5 Riverside, California 92505

6
7 This **SECOND AMENDMENT TO LEASE** ("Second Amendment"), dated as of
8 JUN 07 2022, is entered by and between the **COUNTY OF RIVERSIDE**, a
9 political subdivision of the State of California, ("County"), and **SCHOOLSFIRST**
10 **FEDERAL CREDIT UNION** a federally chartered credit union, ("Lessor"), sometimes
11 collectively referred to as the "Parties".

12 **RECITALS**

13 A. DAVENPORT RIVERWALK PARTNERS, LLC a Delaware limited liability
14 company, predecessor-in-interest to CIP14SG RIVERWALK OWNERS, LLC a
15 Delaware limited liability company, predecessor-in-interest to SCHOOLSFIRST
16 FEDERAL CREDIT UNION, a federally chartered credit union as Lessor, and County
17 of Riverside as County, have entered into that certain Lease dated April 8, 2014, (the
18 "Original Lease") pursuant to which County has agreed to lease from Lessor a portion
19 of that certain building located at 4210 Riverwalk Parkway Suites 110, 300, and 400
20 consisting of approximately 40,353 square feet ("Building"), as more particularly
21 described in the Original Lease.

22 B. The Original Lease has been amended by:

23 1. That certain First Amendment to Lease dated August 6, 2019, by
24 and between CIP14SG RIVERWALK OWNERS, LLC, a Delaware limited liability
25 company, as successor-in-interest to DAVENPORT RIVERWALK PARTNERS, LLC a
26 Delaware limited liability company and County ("First Amendment"), whereby the
27 Parties amended the Lease to, among other things, extend the term period, amend the
28 rental amounts and reduce the square footage of the premises by approximately

1 11,012 square feet by removing suites 300 and 420 from the Premises, and redefining
2 the "Leased Premises" as Suites 110 (consisting of approximately 7,224 square feet)
3 and 400 (consisting of approximately 22,117 square feet) consisting of the aggregate
4 approximately 29,341 square feet.

5 C. The Original Lease together with the Amendments are collectively
6 referred to hereinafter as the "Lease."

7 D. The Parties now desire to expand the leased premises, amend the rental
8 amounts, to provide terms for County tenant improvements to the Premises.

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

11 1. **Expansion Premises.** Section 2.2 of the Lease is hereby amended to
12 include the following "Expansion Premises" suites and their rentable square footages to
13 the Premises. The total expanded rentable square footage shall be: 18,227 with a
14 breakdown as follows:

- 15 a. Suite 300: 8,149 rentable square feet
- 16 b. Suite 320: 5,479 rentable square feet
- 17 c. Suite 370: 1,736 rentable square feet
- 18 d. Suite 420: 2,863 rentable square feet

19 2. **Term.** Section 4.1 of the Lease is hereby amended to add a new
20 Subsection 4.1.1 as follows:

21 The term of this Lease for the Expansion Premises shall be for a period to
22 commence upon the receipt of a Certificate of Occupancy or final signed permit card of
23 Tenant Improvements and expiring eighty-four (84) months thereafter. The parties at a
24 later date shall memorialize the Commencement Date with an amendment to the
25 Lease.

26 3. **Rent.** Section 5 of the Lease is hereby amended to add a new
27 Subsection 5.1.1 as follows:

28

1 In addition to all other rental obligations per the Lease for the Leased Premises,
2 County shall pay to Lessor the monthly sums as rent for the Expansion Premises
3 during the term of this Lease as indicated below: The annual increase to the Rent shall
4 occur annually on the anniversary of the lease and be in the amount of 2.75%. The
5 rental amounts shall be subject to the final Commencement Date and Amendment.

<u>Term</u>	<u>Total Monthly Rent</u>
Months 1-12	\$42,833.45
Months 13-24	\$44,011.37
Months 25-36	\$45,221.68
Months 37-48	\$46,465.28
Months 49-60	\$47,743.07
Months 61-72	\$49,056.01
Months 73-84	\$50,405.05

14 **4. Option to Extend.** Section 6.1 of the Lease is hereby amended to
15 include the following:

16 The Extension Option shall be exercised by County delivering to Lessor written
17 notice (herein "Notice of Exercise of Option") thereof no later than one hundred eighty
18 (180) days prior to the expiration of the Original Term of any extension thereof.

19 **5. Option to Extend Expansion Premises.** Section 6.1.1 of the Lease is
20 hereby removed in its entirety and replaced with the following:

21 **6.1.1 Expansion Premises and Notice.** County shall have the right but not
22 the obligation to extend the term of the lease for both the Leased Premises and the
23 Expansion Premises when each term expires, with two (2) five (5) year options at the
24 same terms and conditions, by providing the Lessor not less than one hundred eighty
25 (180) days' notice of its intent to exercise its option. Notwithstanding, the first option
26 period of the Leased Premises may, in County's sole discretion, be extended to co-
27 terminate with the expiration of the first option period of the Expansion Premises. The
28

1 Rent payable by County during any Extended Term shall be at Fair Market Value
2 (FMV) as defined in Section 6.1.2 of the Original Lease.

3 6. **Notice.** Section 19.18 of the Lease is hereby amended to change the
4 address of Notice for the County and Lessor:

5 **County's Notification Address:**

6 Facilities Management Department

7 County of Riverside

8 3450 14th St. 2nd Floor

9 Riverside, California 92501

10 Attn: Deputy Director of Real Estate

11 **Lessor's Notification Address:**

12 SchoolsFirst Federal Credit Union

13 1200 Edinger Avenue

14 Tustin, CA 92780

15 Attn: Vice President Facilities Services

16 7. **Improvements by Lessor.** Lessor, at its sole cost and expense, shall
17 perform or cause to perform all Work indicated on Exhibit A, which is attached and
18 incorporated herein, to the reasonable satisfaction of the County. Improvements shall
19 cover all of the new leased area, as described in this Second Amendment and also a
20 partial area of Suite 400.

21 8. **Parking.** Lessor to provide sufficient and unreserved parking at the ratio
22 of 4:1000 (or 73 parking space) for the Expanded Premises at no additional cost to the
23 County.

24 9. **Signage.** Lessor shall provide and/or modify standard suite and directory
25 signage per building standards to reflect County's new Expanded Premises as it
26 relates to its Existing Premises.

27

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1 10. **Second Amendment to Prevail.** The provisions of this Second
2 Amendment shall prevail over any inconsistency of conflicting provisions of the Lease,
3 as heretofore amended, and shall supplement the remaining provisions thereof.

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

17 12. **Effective Date.** This Second Amendment to Lease shall not be binding
18 or consummated until its approval by the Riverside County Board of Supervisors and
19 fully executed by the Parties.


20 (Signatures on the following page)

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

3
4 LESSEE:
5 COUNTY OF RIVERSIDE, a political
6 subdivision of the State of California

LESSOR:
SCHOOLSFIRST FEDERAL CREDIT UNION
a federally chartered credit union

7 By: 
8 Jeff Hewitt, Chairman
9 Board of Supervisors

By: 
Christina Quintero
Vice President, Facilities Services

10 ATTEST:
11 Kecia R. Harper
12 Clerk of the Board

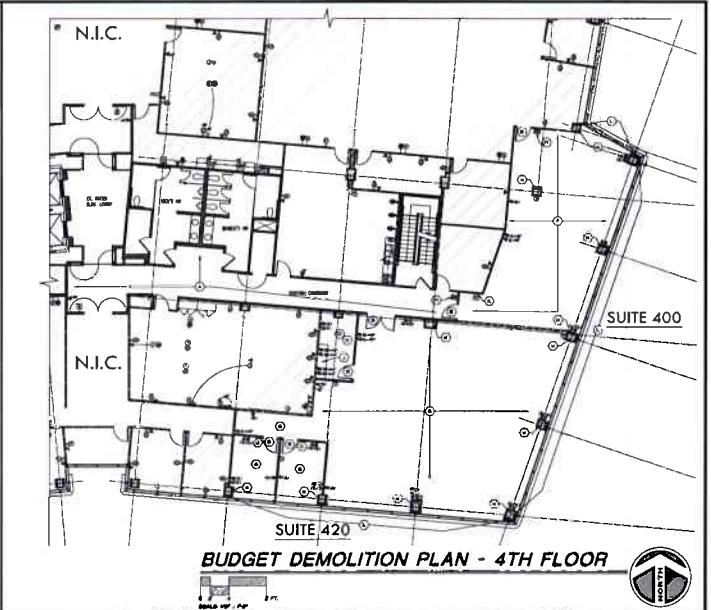
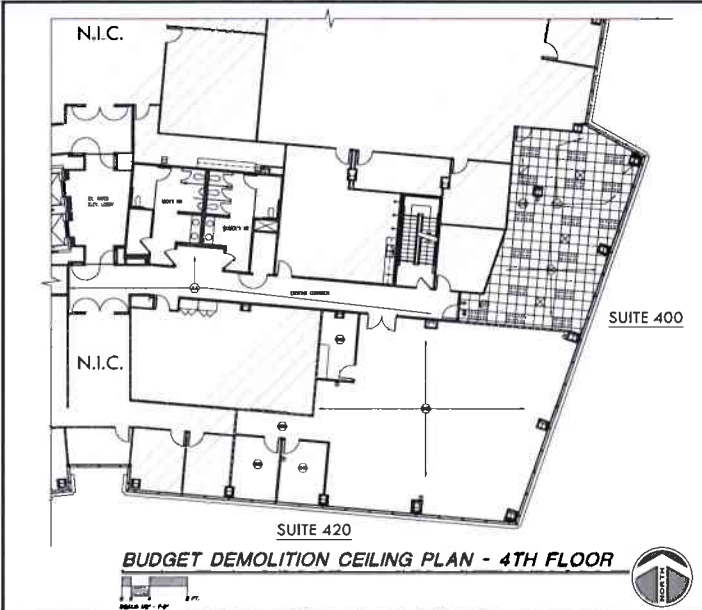
13 By: 
14 Deputy

15 APPROVED AS TO FORM:
16 County Counsel

17 By: 
18 Ryan Yabko
19 Deputy County Counsel

Exhibit A work
Per Approved Space Plan

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3100 East Center Street, Suite 36
 Corona, CA 92701
 Telephone No. (951) 836-3444
 Fax No. (951) 836-3333
 www.sissondesign.com

**RUHS
 PUBLIC
 HEALTH
 OFFICES**

**TOWERS AT
 RIVERWALK**

Project Address:
 4210 BEVERLY PARKWAY
 RIVERSIDE
 CALIFORNIA
 92505-3305

Project Name:
**BUDGET
 DEMOLITION
 FLOOR & CEILING
 PLAN
 -4TH FLOOR**

Project No.:
 2012-0015
 Revision No.:
 1
 Date:
 08/10/12

BUDGET DEMOLITION REFERENCE NOTES	BUDGET DEMOLITION GENERAL NOTES
(1) DEMOLISH TO REMAIN AS IS NO NEW CONSTRUCTION. (2) DEMOLISH EXISTING / REMOVE TO REMAIN PROTECT IN PLACE DURING CONSTRUCTION. (3) DEMOLISH EXISTING / REMOVE TO REMAIN PROTECT IN PLACE DURING CONSTRUCTION. (4) DEMOLISH EXISTING / REMOVE TO REMAIN PROTECT IN PLACE DURING CONSTRUCTION. (5) DEMOLISH EXISTING / REMOVE TO REMAIN PROTECT IN PLACE DURING CONSTRUCTION. (6) DEMOLISH EXISTING / REMOVE TO REMAIN PROTECT IN PLACE DURING CONSTRUCTION. (7) DEMOLISH EXISTING / REMOVE TO REMAIN PROTECT IN PLACE DURING CONSTRUCTION. (8) DEMOLISH EXISTING / REMOVE TO REMAIN PROTECT IN PLACE DURING CONSTRUCTION. (9) DEMOLISH EXISTING / REMOVE TO REMAIN PROTECT IN PLACE DURING CONSTRUCTION. (10) DEMOLISH EXISTING / REMOVE TO REMAIN PROTECT IN PLACE DURING CONSTRUCTION.	1. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT AND NOT REMOVE ANY PORTION OF THE EXISTING CONSTRUCTION NOT BEING DEMOLISHED. 2. ALL EXISTING AREAS TO REMAIN MUST BE PROTECTED BY INSTALLATION OF NEW CONSTRUCTION WHERE NEARBY AS NECESSARY TO MAINTAIN EXISTING ADJACENT AREAS IN A FURNISHED FINISH CONDITION (EXCEPT NOTES). 3. GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT AND NOT REMOVE ANY PORTION OF THE EXISTING CONSTRUCTION NOT BEING DEMOLISHED. 4. REMOVE EXISTING LIGHTING, ELECTRICAL, MECHANICAL, AND PLUMBING SYSTEMS AND EQUIPMENT AS SHOWN OR AS DIRECTED BY THE ARCHITECT OR THE BUILDING DEPARTMENT. 5. ALL EXISTING AREAS TO REMAIN MUST BE PROTECTED BY INSTALLATION OF NEW CONSTRUCTION WHERE NEARBY AS NECESSARY TO MAINTAIN EXISTING ADJACENT AREAS IN A FURNISHED FINISH CONDITION (EXCEPT NOTES). 6. REMOVE EXISTING LIGHTING, ELECTRICAL, MECHANICAL, AND PLUMBING SYSTEMS AND EQUIPMENT AS SHOWN OR AS DIRECTED BY THE ARCHITECT OR THE BUILDING DEPARTMENT. 7. REMOVE EXISTING LIGHTING, ELECTRICAL, MECHANICAL, AND PLUMBING SYSTEMS AND EQUIPMENT AS SHOWN OR AS DIRECTED BY THE ARCHITECT OR THE BUILDING DEPARTMENT. 8. REMOVE EXISTING LIGHTING, ELECTRICAL, MECHANICAL, AND PLUMBING SYSTEMS AND EQUIPMENT AS SHOWN OR AS DIRECTED BY THE ARCHITECT OR THE BUILDING DEPARTMENT. 9. REMOVE EXISTING LIGHTING, ELECTRICAL, MECHANICAL, AND PLUMBING SYSTEMS AND EQUIPMENT AS SHOWN OR AS DIRECTED BY THE ARCHITECT OR THE BUILDING DEPARTMENT. 10. REMOVE EXISTING LIGHTING, ELECTRICAL, MECHANICAL, AND PLUMBING SYSTEMS AND EQUIPMENT AS SHOWN OR AS DIRECTED BY THE ARCHITECT OR THE BUILDING DEPARTMENT.
BUDGET DEMOLITION CEILING REFERENCE NOTES	
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CEILING LEGEND	FLOOR LEGEND
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1. PROJECT SET
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 3. PERMITS
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 20. PERMITS CHECK SET



State of California - Department of Fish and Wildlife
2022 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
 DFW 753.5a (REV. 01/01/22) Previously DFG 753.5a

RECEIPT NUMBER: 22-224751
STATE CLEARINGHOUSE NUMBER (if applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY RIVERSIDE COUNTY FACILITIES MANAGEMENT	LEAD AGENCY EMAIL	DATE 06/13/2022
COUNTY/STATE AGENCY OF FILING RIVERSIDE	DOCUMENT NUMBER E-202200541	

PROJECT TITLE
 RIVERSIDE DEPARTMENT OF PUBLIC HEALTH SECOND AMENDMENT TO LEASE, RIVERWALK,
 RIVERSIDE

PROJECT APPLICANT NAME RIVERSIDE COUNTY FACILITIES MANAGEMENT	PROJECT APPLICANT EMAIL	PHONE NUMBER (951) 955-8009
PROJECT APPLICANT ADDRESS 3450 14TH ST. 2ND FLOOR,	CITY RIVERSIDE	STATE CA
		ZIP CODE 92501

PROJECT APPLICANT (Check appropriate box)

Local Public Agency School District Other Special District State Agency Private Entity

CHECK APPLICABLE FEES:

<input type="checkbox"/> Environmental Impact Report (EIR)	\$3,539.25	\$ _____
<input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)	\$2,548.00	\$ _____
<input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW	\$1,203.25	\$ _____
<input checked="" type="checkbox"/> Exempt from fee		
<input checked="" type="checkbox"/> Notice of Exemption (attach)		
<input type="checkbox"/> CDFW No Effect Determination (attach)		
<input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy)		

<input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only)	\$850.00	\$ _____
<input checked="" type="checkbox"/> County documentary-handling fee		\$ 50.00
<input type="checkbox"/> Other		\$ _____


PAYMENT METHOD:

Cash Credit Check Other

TOTAL RECEIVED \$ 50.00

SIGNATURE X <i>W. Sandora</i>	AGENCY OF FILING PRINTED NAME AND TITLE Deputy
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County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA

FOR COUNTY CLERK USE ONLY		
FILED / POSTED		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202200541		
06/13/2022 02:23 PM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

December 3, 2021

Project Name: Riverside Department of Public Health (Public Health) Second Amendment to Lease, Riverwalk, Riverside

Project Number: FM042611053900

Project Location: 4210 Riverwalk Parkway, north of Pierce Street, Riverside, California 92505; Assessor's Parcel Number (APN) 141-260-031

Description of Project: On April 8, 2014, the Board of Supervisors approved Minute Order 3.11, a new ten-year lease for office space consisting of approximately 40,353 square feet for Public Health at the leased premises located at 4210 Riverwalk Parkway Suites 100, 300 and 400, Riverside. On August 6, 2019, the Board of Supervisors approved Minute Order 3.14, a First Amendment where the leased Premises was reduced to 29,341 square feet and extended the term of the Lease through July 31, 2026.

This Second Amendment to Lease increases the leasehold at the premise an additional 18,227 square feet for Public Health administration offices for a total leasehold of 47,568 square feet. Included in this additional leased space is a new market rate rent, a rent abatement period, and Lessor Paid tenant Improvements to make the increased space functional. The term will commence upon the completion of the improvements and co-terminate with the original premise on July 31, 2026. The Second Amendment to the Lease Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would not result in a significant increase in capacity or physical expansion of the existing building footprint. No significant physical changes would occur as a result of the Second Amendment to the Lease Agreement.

Name of Public Agency Approving Project: Riverside County

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

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

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project involve unusual circumstances that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Second Amendment to the Lease Agreement.

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- **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 Second Amendment to the Lease Agreement is a contractual action to permit the continued operation of public health services at the existing facility. The Lease Agreement is being amended to increase the square footage to 47,568 square feet and implement tenant improvements. The tenant improvements would be minor interior alterations within the existing building footprint to integrate the additional leased space and provide a more functional facility. The increase leased space would be approximately 7,215 square feet from the original Lease Agreement and would include consist of existing building space without the need to alter the building footprint. As the increase space would not exceed the full planned capacity of the existing facility, no significant increase in capacity would occur and the use would continue to be consistent with the existing land use. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
 - **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or ‘it can be seen with certainty that the activity in question will not have a significant effect on the environment’, no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Second 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: 12-3-2021

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