

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



ITEM: 3.25  
(ID # 17562)

**MEETING DATE:**

Tuesday, June 07, 2022

**FROM :** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH (RUHS-BH), Ratification and Approval of the Fifth Amendment to Lease with State Street Investment Partners, LLC, 650 N. State Street, Hemet, 5-Year Lease Extension, CEQA Exempt, District 3. [\$1,585,880 - Federal Funds 60%, State Funds 40%] (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 Section 15061(b)(3) Common Sense Exemption;
2. Ratify and Approve the attached Fifth Amendment to Lease with State Street Investment Partners, 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 Notice of Exemption with the County Clerk within 5 days of approval by the Board.

**ACTION:**

  
Rose Salgado, Director of Facilities Management 5/25/2022

  
Matthew Chang, Director 5/25/2022

  
Aaron Gettis, Deputy County Counsel 5/25/2022

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**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-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>	\$129,439	\$310,653	\$ 1,585,880	\$ 0
<b>NET COUNTY COST</b>	\$0	\$0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Federal 60%, State 40%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b> 2021/22-	
			2026/27	

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

**BACKGROUND:**

**Summary**

The Riverside University Health System-Behavioral Health (RUHS-BH) has occupied the building located at 650 N. State Street, Hemet, since April 1999. The facility continues to meet the requirements of RUHS-BH for use as a clinic, and the attached Fifth Amendment to Lease represents a request to extend the lease for five (5) years commencing on February 1, 2022. This facility is 14,400 square feet and consists of group rooms, offices, clerical areas, exam rooms, medication room, breakroom and space for staff and clients.

Pursuant to the California Environmental Quality Act (CEQA), the Fifth Amendment to Lease 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 Exemption. The proposed project, the Fifth Amendment to Lease, is the letting of property involving existing facilities, no expansion of an existing use will occur.

This Fifth Amendment is summarized as follows:

**Lessor:** State Street Investment Partners, LLC, a California limited liability company  
PO BOX 310  
DANA POINT, CA 92629

**Location:** 650 N. State Street, Hemet

**Size:** 14,400 square feet

**Term:** Five (5) years commencing February 1, 2022

<b>Rent:</b>	<u>Current</u>	<u>New</u>
	\$1.56 per sq. ft.	\$1.60 per sq. ft.
	\$22,500.00 per month	\$23,040.00 per month
	\$270,000.00 per year	\$276,480.00 per year

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

Annual Increase: 2% annually commencing 2/1/2024.

Options to Extend: One (1) option to extend for three (3) years.

Utilities: County pays for telephone and electrical services. Lessor pays for water and refuse.

Custodial Services: Lessor.

Maintenance: Lessor.

Option to Terminate: Termination after 2 (two) years with advanced written notice of 60 (sixty) days.

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

**Impact on Residents and Businesses**

This facility will continue to provide important behavioral health services for the residents and community of Hemet. The continued occupancy of this facility provides a positive economic impact to this area's residents and businesses

**ATTACHMENTS:**

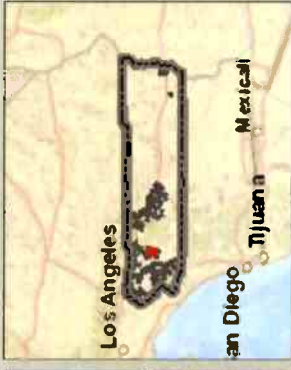
- Aerial Image
- Notice of Exemption
- Fifth Amendment to Lease
- Exhibits A, B, C

PK:pk//HM027/30.659

  
Meghan Hahn, Senior Management Analyst 5/26/2022

# RUHS-Behavioral Health

650 N STATE ST, HEMET



Legend



0 385 770 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... 1/12/2022 11:08:19 AM

© Riverside County GIS

### Notes

Leased spaces outlined in Black  
APN 443-060-022  
District 3

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.

6/15/22      Zm  
Date                      Initial

### NOTICE OF EXEMPTION

December 15, 2021

**Project Name:** Fifth Amendment to Lease Agreement, Riverside University Health System Department of Behavioral Health (RUHS-BH) State Street, Hemet

**Project Number:** FM042310002700

**Project Location:** 650 North State Street, south of East Menlo Avenue, Hemet, California 92543 Assessor's Parcel Number (APN) 443-060-022

**Description of Project:** The County of Riverside (County) Department of Mental Health entered into a Lease Agreement on April 20, 1999 to occupy 14,400 square feet of office space located at 650 North State Street in Hemet, California. The Department of Mental Health is now under the jurisdiction of RUHS-BH. The current clinic consists of group rooms, offices, clerical areas, exam rooms, medication room breakroom and space for staff and clients. Four previous amendments each extended the term of the lease and/or included tenant improvements. The location continues to meet the needs of RUHS-BH and a Fifth Amendment to the Lease Agreement for RUHS-BH is being sought to extend the current lease for five years, commencing on February 1, 2022 and terminating January 31, 2027. The amendment also includes an option to extend for three additional years. The Fifth Amendment to the Lease Agreement with State Street Investment Partners, LLC 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 behavioral health 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 Fifth 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 project, as proposed, is limited to a Lease Agreement regarding existing behavioral health services. The project would not substantially increase or expand the use of the site; use 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 Fifth 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: 12-15-2021  
Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Fifth Amendment to Lease Agreement, RUHS-BH State Street, Hemet**

**Accounting String: 524830-47220-7200400000 - FM042310002700**

DATE: December 15, 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 15, 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 # FM042310002700**  
Fifth Amendment to Lease Agreement, RUHS-BH State Street, Hemet

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



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**FIFTH AMENDMENT TO LEASE**  
**650 N. State Street, Hemet, California**

This **FIFTH AMENDMENT TO LEASE** ("Fifth Amendment"), dated as of ~~JUN 07 2022~~, is entered by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, ("Lessee" or "County"), and **STATE STREET INVESTMENT PARTNERS, L.L.C.** a California limited liability company ("Lessor"), sometimes collectively referred to as the "Parties".

**RECITALS.**

a. Lessor (as successor-in-interest to State Street, LLC, a limited liability corporation) and County entered into a lease dated April 20, 1999, (the "Original Lease") pursuant to which Lessor has agreed to lease to County and County has agreed to lease from Lessor a portion of that certain building located at 650 N. State Street, Hemet, California ("Building"), as more particularly described in the Original Lease.

b. The Original Lease has been amended by:

i. That certain First Amendment to Lease dated May 4, 2010, by and between County of Riverside and State Street, LLC., successor-in-interest to American Recon, Inc., a California corporation (the "First Amendment"), whereby the Parties amended the Original Lease to extend the term period, amend the rental amounts, the right to early termination, and notices.

ii. That certain Second Amendment to Lease dated April 28, 2015, by and between County of Riverside and State Street, LLC. (the "Second Amendment"), whereby the Parties amended the Original Lease to extend the term period, amend the rental amounts, and options to terminate.

iii. That certain Third Amendment to Lease dated July 25, 2017, by and between County of Riverside and State Street, LLC. (the Third

JUN 07 2022 3.25

1 Amendment"), whereby the Parties amended the Original Lease to extend the term  
2 period, amend the rental amounts, improvements, and option to terminate.

3 iv. That certain Fourth Amendment to Lease dated May 21,  
4 2019, by and between County of Riverside and State Street, LLC. (the "Fourth  
5 Amendment"), whereby the Parties amended the Original Lease to extend the term  
6 period, amend the rental amounts, improvements, and option to terminate.

7 c. The Original Lease together with the First, Second, Third, Fourth, and  
8 Fifth Amendments are collectively referred to herein as the "Lease".

9 d. The Parties now desire to amend the Lease with this Fifth Amendment to  
10 extend the term period, amend the rental amounts, and option to terminate.

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

13 **1. TERM.** Section 3 (a) of the Lease is hereby amended to extend the lease  
14 term from February 1, 2022 to January 31, 2027 ("Term").

15 **2. RENT.** Section 5 of the Lease is hereby amended by the following:  
16 County shall pay to Lessor the monthly sums as rent for the leased premises during  
17 the Term of this Lease as indicated below:

18	February 1, 2022- January 31,2024	\$23,040.00
19	February 1, 2024- January 31,2025	\$23,472.00
20	February 1, 2025- January 31,2026	\$23,904.00
21	February 1, 2026- January 31,2027	\$24,336.00

22 **3. OPTION TO EXTEND.** Section 4 of the Lease is hereby amended by the  
23 following: Lessor grants County one (1) option to extend the term of this Fifth  
24 Amendment for a period of three (3) years, which option shall be exercised by County  
25 giving Lessor no later than sixty (60) days written notice prior to the expiration of the  
26 Term of this Lease, or any extension thereof.

27  
28

1           4.     **OPTION RENT.** Section 4 of the Lease is hereby amended to add the  
2 following as subsection (a): County shall pay to Lessor the monthly sums as rent for  
3 the leased premises during the option period, if exercised, as indicated below:

4                     February 1, 2027- January 31,2030                     \$24,768.00

5           5.     **COUNTY'S RIGHT TO EARLY TERMINATION.** The language in  
6 Sections 12 (a) and (c) of the Lease are hereby deleted in their entirety and replaced  
7 with the following:

8                     (a) County shall have the right to terminate this Lease for any reason  
9 after two (2) years with advanced written notice of sixty (60) days.

10          6.     **CAPITALIZED TERMS:** Fifth Amendment to Prevail. Unless defined  
11 herein or the context requires otherwise, all capitalized terms herein shall have the  
12 meaning defined in the Lease, as heretofore amended. The provisions of this Fifth  
13 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease,  
14 as heretofore amended, and shall supplement the remaining provision thereof.

15          7.     **MISCELLANEOUS.** Except as amended or modified herein, all the terms  
16 of the Lease shall remain in full force and effect and shall apply with the same force  
17 and effect. Time is of the essence in this Fifth Amendment and the Lease and each  
18 and all of their respective provisions. Subject to the provisions of the Lease as to  
19 assignment, the agreements, conditions and provisions herein contained shall apply to  
20 and bind the heirs, executors, administrators, successors and assigns of the parties  
21 hereto. If any provision of this Fifth Amendment or the Lease shall be determined to be  
22 illegal or unenforceable, such determination shall not affect any other provision of the  
23 Lease and all such other provisions shall remain in full force and effect. The language  
24 in all parts of the Lease shall be construed according to its normal and usual meaning  
25 and not strictly for or against either Lessor or Lessee. Neither this Fifth Amendment,  
26 nor the Lease, nor any notice nor memorandum regarding the terms hereof, shall be  
27 recorded by Lessee.

28          8.     **EFFECTIVE DATE.** This Fifth Amendment to Lease shall not be binding

1 or consummated until its approval by the Riverside County Board of Supervisors and  
2 fully executed by the Parties.

3 IN WITNESS WHEREOF, the parties have executed this Amendment as of the  
4 date first written above.

5 Dated: JUN 07 2022

6 **LESSEE:**

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

10  
11 By:   
12 **JEFF HEWITT**, Chair  
13 Board of Supervisors

**LESSOR:**

**STATE STREET INVESTMENT**  
**PARTNERS, LLC.**, a California limited  
liability company

14  
15 By:   
16 Erna Minkoff  
17 Its: Manager


18 **ATTEST:**

19 Kecia Harper  
20 Clerk of the Board

21 By:   
22 Deputy

23 **APPROVED AS TO FORM:**

24 ~~Gregory P. Priamos~~, County Counsel

25 By:   
26 Ryan Yabko  
27 Deputy County Counsel  
28

PK:dr/12222021/HM027/30 659

# Exhibit A

FY2021/22

Riverside University Health System- Behavioral Health  
650 N State Street, Hemet, California

## ESTIMATED AMOUNTS

### Total Square Footage to be Leased:

Current Office:	14,400 SQFT	
Approximate Cost per SQFT (FEB-JUN)	\$1.60	
Lease Cost per Month(FEB-JUN)	\$ 23,040.00	
Total Lease Cost(FEB-JUN)		<u>\$115,200.00</u>
<b>Total Estimated Lease Cost for fy 2021/22</b>		<b><u>\$ 115,200.00</u></b>

### Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12	
Estimated Utility Costs per Month	<u>\$ 1,728.00</u>	
Total Estimated Utility Cost FEB-JUN		<u>\$ 8,640.00</u>
<b>Total Estimated Utility Cost for FY2021/22</b>		<b><u>\$ 8,640.00</u></b>
FM Lease Management Fee as of 7/1/2021	4.86%	<u>\$ 5,598.72</u>
<b>TOTAL ESTIMATED COST FOR FY2021/22</b>		<b><u>\$ 129,438.72</u></b>
<b>TOTAL COUNTY COST</b>	<b>0%</b>	<b>\$ -</b>

# Exhibit B

**FY2022/23**

**Riverside University Health System- Behavioral Health  
650 N State Street, Hemet, California**

## ***ESTIMATED AMOUNTS***

### **Total Square Footage to be Leased:**

Current Office:	14,400	SQFT	
Approximate Cost per SQFT July-June	\$ 1.60		
Lease Cost per Month July-June	\$ 23,040.00		
Total Lease Cost July-June			\$ 276,480.00
<b>Total Estimated Lease Cost for FY2022/23</b>			<b>\$ 276,480.00</b>

### **Estimated Additional Costs:**

Utility Cost per SQFT	\$ 0.12		
Estimated Utility Costs per Month		\$ 1,728.00	
Total Estimated Utility Cost (Jul-Jun)			\$ 20,736.00
FM Lease Management Fee as of 7/1/2021	4.86%		\$ 13,436.93
<b>TOTAL ESTIMATED COST FOR FY2022/23</b>			<b>\$ 310,652.93</b>
<b>TOTAL COUNTY COST</b>	<b>0%</b>		<b>\$ -</b>

# Exhibit C

**FY2023/24-FY2026/27**

**Riverside University Health System- Behavioral Health**

**650 N State Street, Hemet, California**

**ESTIMATED AMOUNTS**

**Total Square Footage to be Leased:**

Current Office: 14,400

	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27
Approximate Cost per SQFT July-January	\$ 1.60	\$ 1.63	\$ 1.66	\$ 1.69
Approximate Cost per SQFT February-June	\$ 1.63	\$ 1.66	\$ 1.69	\$ 1.69
Lease Cost per Month July-January	\$ 23,040.00	\$ 23,472.00	\$ 23,904.00	\$ 24,336.00
Lease Cost per Month February-June	\$ 23,472.00	\$ 23,904.00	\$ 24,336.00	\$ 24,336.00
Total Lease Cost July-January	\$ 161,280.00	\$ 164,304.00	\$ 167,328.00	\$ 170,352.00
Total Lease Cost February-June	\$ 117,360.00	\$ 119,520.00	\$ 121,680.00	\$ -
<b>Total Estimated Lease Cost for FY2023/24-FY2026/27</b>	<b>\$ 278,640.00</b>	<b>\$ 283,824.00</b>	<b>\$ 289,008.00</b>	<b>\$ 170,352.00</b>

**Estimated Additional Costs:**

Utility Cost per SQFT	\$ 0.12	\$ 0.12	\$ 0.12	\$ -
Estimated Utility Costs per Month	\$ 1,728.00	\$ 1,728.00	\$ 1,728.00	\$ 1,728.00
Total Estimated Utility Cost	<b>\$ 20,736.00</b>	<b>\$ 20,736.00</b>	<b>\$ 20,736.00</b>	<b>\$ 12,096.00</b>
FM Lease Management Fee as of 7/1/2021	\$ 13,541.90	\$ 13,793.85	\$ 14,045.79	\$ 8,279.11
<b>TOTAL ESTIMATED COST FOR FY2023/24-FY2026/27</b>	<b>\$ 312,917.90</b>	<b>\$ 318,353.85</b>	<b>\$ 323,789.79</b>	<b>\$ 190,727.11</b>

F11 Total Cost \$ 1,585,880.30

F11 Total County Cost \$ -

0%



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: <b>22-224676</b>
STATE CLEARINGHOUSE NUMBER <i>(if applicable)</i>

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY <b>RIVERSIDE COUNTY FACILITIES MANAGEMENT</b>	LEAD AGENCY EMAIL	DATE <b>06/13/2022</b>
COUNTY/STATE AGENCY OF FILING <b>RIVERSIDE</b>	DOCUMENT NUMBER <b>E-202200538</b>	

PROJECT TITLE  
**FIFTH AMENDMENT TO LEASE AGREEMENT, RIVERSIDE UNIVERSITY HEALTH SYSTEM  
DEPARTMENT OF BEHAVIORAL HEALTH**

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

PROJECT APPLICANT (Check appropriate box)

<input checked="checked" type="checkbox"/> Local Public Agency	<input type="checkbox"/> School District	<input type="checkbox"/> Other Special District	<input type="checkbox"/> State Agency	<input type="checkbox"/> 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 | \$ | _____ |
- Exempt from fee
- |   |  |
|---|--|
| <input checked="checked" type="checkbox"/> Notice of Exemption (attach) |  |
| <input type="checkbox"/> CDFW No Effect Determination (attach)          |  |
- 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="checked" type="checkbox"/> County documentary handling fee                                  |          | \$ | _____ <b>\$50.00</b> |
| <input type="checkbox"/> Other  |          | \$ | _____                |


PAYMENT METHOD:

<input type="checkbox"/> Cash	<input type="checkbox"/> Credit	<input type="checkbox"/> Check	<input checked="checked" type="checkbox"/> Other	TOTAL RECEIVED	\$	_____ <b>\$50.00</b>
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SIGNATURE <b>X <i>W. Santoral</i></b>	AGENCY OF FILING PRINTED NAME AND TITLE <b>Deputy</b>
--	--



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

FOR COUNTY CLERK USE ONLY		
<b>FILED / POSTED</b>		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202200538 06/13/2022 01:53 PM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

### NOTICE OF EXEMPTION

December 15, 2021

**Project Name:** Fifth Amendment to Lease Agreement, Riverside University Health System Department of Behavioral Health (RUHS-BH) State Street, Hemet

**Project Number:** FM042310002700

**Project Location:** 650 North State Street, south of East Menlo Avenue, Hemet, California 92543 Assessor's Parcel Number (APN) 443-060-022

**Description of Project:** The County of Riverside (County) Department of Mental Health entered into a Lease Agreement on April 20, 1999 to occupy 14,400 square feet of office space located at 650 North State Street in Hemet, California. The Department of Mental Health is now under the jurisdiction of RUHS-BH. The current clinic consists of group rooms, offices, clerical areas, exam rooms, medication room breakroom and space for staff and clients. Four previous amendments each extended the term of the lease and/or included tenant improvements. The location continues to meet the needs of RUHS-BH and a Fifth Amendment to the Lease Agreement for RUHS-BH is being sought to extend the current lease for five years, commencing on February 1, 2022 and terminating January 31, 2027. The amendment also includes an option to extend for three additional years. The Fifth Amendment to the Lease Agreement with State Street Investment Partners, LLC 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 behavioral health 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

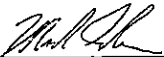
**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**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 Fifth 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 project, as proposed, is limited to a Lease Agreement regarding existing behavioral health services. The project would not substantially increase or expand the use of the site; use 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 Fifth 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: 12-15-2021  
Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management