

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



**ITEM: 3.4
(ID # 20009)**

MEETING DATE:

Tuesday, March 14, 2023



FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Ratification and Approval of Second Amendment to Lease between Perris Elementary School District and County of Riverside, Riverside University Health System - Behavioral Health, Perris, 3 Year Lease Extension, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3), District 1. [\$51,727], Federal 30%, State 70% (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, Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption;
2. Ratify and approve the attached Second Amendment to Lease Between Perris Elementary School District and County of Riverside;
3. Authorize the Chairman of the Board to execute the same on behalf of the County; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

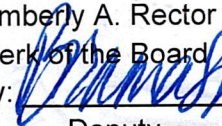
ACTION:Policy

 
Rose Salgado, Director of Facilities Management 10/27/2022 Matthew Chang, Director 2/27/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez
Date: March 14, 2023
xc: FM, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$17,242	\$17,242	\$51,727	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Federal 30%, State 70%			Budget Adjustment: No	
			For Fiscal Year: 2022/2023 to 2024/2025	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside (County) and Perris Elementary School District (District), entered into a lease agreement on April 9, 2019 (Lease) for the purpose of providing office space for the Riverside University Health System – Behavioral Health (RUHS-BH). The leased facility is located at 2221 South “A” Street, Suite 108, Perris, California (Premises).

RUHS-BH has been at this location since 2007. On October 6, 2020, County and District entered into a First Amendment to extend the term.

County and District now wish to extend the Lease again through this Second Amendment to the Lease (Second Amendment). This Second Amendment represents a request from RUHS-BH to extend the term for three (3) years, commencing July 1, 2022 and terminating June 30, 2025. Facilities Management-Real Estate (FM-RE) has negotiated to keep the current rent amount unchanged.

Pursuant to the California Environmental Quality Act (CEQA), the Second Amendment was reviewed and determined to be categorically exempt from CEQA under State Guidelines Section 15301 Class 1-Existing Facilities exemption and Section 15061(b)(3) Common Sense exemption. The proposed project, the Second Amendment, is the letting of property involving previously occupied space.

This Second Amendment is summarized below:

Lessor: Perris Elementary School District
143 East First Street
Perris, California 92570

Location: 2221 South “A” Street, Suite 108
Perris, California 92570

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STATE OF CALIFORNIA**

Term: Effective July 1, 2022 and terminating June 30, 2025

Size: 960 square feet

Rent:	Existing:	New:
	\$ 1.00 per sq. ft.	\$ 1.00 per sq. ft.
	\$ 960.00 per month	\$ 960.00 per month
	\$ 11,520.00 per year	\$ 11,520.00 per year

Custodial: \$ 0.33 per sq. ft.
\$ 315.00 per month
\$ 3,780.00 per year

Utilities: County pays for telephone services; Lessor pays for all other utilities.

Maintenance: Lessor

Option to Extend: Two (2) options to extend the term, for one-year each, with 60-day notice

The attached Second Amendment has been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

This facility provides important behavioral health services for the residents and community surrounding this region of the County. The continued occupancy of this facility provides a positive economic impact to this area's residents and businesses.

SUPPLEMENTAL

Additional Fiscal Information

See attached Exhibits A, B, & C. RUHS-BH has budgeted these costs in FY2022/23 through FY2024/25 and will reimburse FM-RE for all lease costs related to this Second Amendment.

Contract History and Price Reasonableness

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

The lease rate is competitive based on the current market and the rental rate remains unchanged from the original agreement.

ATTACHMENTS:

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

MH:sc/08152022/PR026/30.808


Veronica Santillan, Principal Management Analyst 3/6/2023


Aaron Gettis, Deputy County Counsel 3/1/2023

County of Riverside
Facilities Management
3450 14th St, Suite 200, Riverside, CA


FOR COUNTY CLERK USE ONLY

FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202300292
03/15/2023 01:28 PM Fee: \$ 50.00
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Removed: _____ By: _____ Deputy



NOTICE OF EXEMPTION

September 8, 2022

Project Name: Approval of Second Amendment to Lease with Perris Elementary School District, Riverside University Health System Department of Behavioral Health (RUHS-BH), Perris

Project Number: FM042552002600

Project Location: 2221 South A Street, Suite 108, north of Mapes Road, Perris, California 92570, Assessor's Parcel Number (APN) 330-060-002

Description of Project: The County of Riverside (County) and Perris Elementary School District (District), entered into a lease agreement on April 9, 2019, Minute Order 3.5 (Lease) for the purpose of providing office space for the Riverside University Health System – Behavioral Health (RUHS-BH). The leased facility is located at 2221 South “A” Street, Suite 108, Perris, California (Premises).

RUHS-BH has been at this location since 2007 and now wishes to extend the Lease through this Second Amendment to the Lease. This Amendment represents a request from RUHS-BH to extend the term for three years, commencing July 1, 2022 and terminating June 30, 2025.

This Second Amendment to Lease (Amendment) is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of office space involving an existing facility and is limited to a change in the County department using the space; no expansion of the existing facility will occur. The operation of the facility will continue to provide public 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.

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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 Lease.

- **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 three-year extension of term at the existing facility. 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 Second Amendment is limited to a three-year extension of term to the Lease Agreement. 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: 9-8-2022
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

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SECOND AMENDMENT TO LEASE

THIS **SECOND AMENDMENT TO LEASE** ("Second Amendment") dated as of March 14, 2023 is entered by and between **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") and **PERRIS ELEMENTARY SCHOOL DISTRICT** ("Lessor"). County and Lessor are hereinafter collectively referred to as the "Parties."

RECITALS

A. County and Lessor have entered into a lease, dated April 9, 2019, (the ("Original Lease") pursuant to which County has agreed to lease from Lessor and Lessor has agreed to lease to County that certain building located at 2221 South "A" Street, Suite 108, Perris, California, as more particularly described in Exhibit "A" of the Lease.

B. County and Lessor entered into that First Amendment dated October 6, 2020 to extend the term period and amend the rent and notice sections.

C. The Original Lease, the First Amendment, and this Second Amendment are collectively referred to as the "Lease."

D. The Parties now desire to amend the Lease with this Second Amendment to extend the term period, amend the rent section, and add options.

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

1. **TERM.** Section 3(a) of the Lease is deleted and replaced with the following language: The term of this Lease shall be extended for three (3) years commencing on July 1, 2022 and terminating on June 30, 2025.

2. **RENT.** Section 4 of the Lease is deleted and replaced with the following language: County shall pay to Lessor the monthly sum as rent for the leased premises as follows:

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<u>Amount</u>	<u>Year</u>
\$960.00	July 1, 2022 through June 30, 2023
\$960.00	July 1, 2023 through June 30, 2024
\$960.00	July 1, 2024 through June 30, 2025

Rent shall be payable, in advance, on the first day of the month.

3. **OPTIONS.** Section 3 is amended to add the following subsections:

3(d) **Option to Extend Term.** Lessor grants to County two (2) option(s) to extend the Lease term ("Extension Option(s)"). Each extension Option shall be for a period of one (1) year ("Extended Term"), subject to the conditions described in this Section 3.1.

3(d)(1) **Exercise of Option.** The extension option(s) shall be exercised by County delivering to Lessor written notice thereof no later than sixty (60) days prior to the expiration of the Original Term or any extension thereof.

4. **NOTICES.** Section 13 of the Lease shall be amended by deleting in its entirety and adding the following:

<u>County:</u> Real Estate Division Facilities Management 3450 14 th St., Suite 200 Riverside, CA 92501	<u>Lessor:</u> Francine M. Story Chief Business Official Perris Elementary School District 143 East First Street Perris, California 92570
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5. **Second Amendment to Prevail.** The provisions of this Second Amendment shall prevail over any inconsistency or conflicting provisions of the Lease. Any capitalized terms shall have the meaning defined in the Lease, unless defined herein or context requires otherwise.

6. **Miscellaneous.** Except as amended or modified herein, all terms of the Lease shall remain in full force and effect. If any provisions of the Amendment shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Lease. Neither this Amendment nor the Lease shall be recorded by the Lessee.

1 7. **EFFECTIVE DATE.** This Second Amendment to Lease shall not be
2 binding or consummated until its approval by the Riverside County Board of
3 Supervisors and fully executed by the Parties.

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

6
7 COUNTY:
8 COUNTY OF RIVERSIDE, a political
9 Subdivision of the State of California

LESSOR:
Perris Elementary School District

10 By: 
11 **KEVIN JEFFRIES** Chairman
12 Board of Supervisors

By: 
Francine M. Story
Chief Business Official

13
14 ATTEST:
15 **KIMBERLY A. RECTOR**
16 Clerk of the Board

17 By: 
Deputy

18
19 APPROVED AS TO FORM:
20 County Counsel

21 By: 
22 Ryan Yaoko
23 Deputy County Counsel

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26 GF:sc/08152022/PR026/30.805
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Exhibit A

FY 2022/23

RUHS - Behavioral Health

2221 South "A" Street, Suite 108, Perris

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	960 SQFT	
Approximate Cost per SQFT (Jul-Jun)	\$ 1.00	
Lease Cost per Month (Jul-Jun)	\$ 960.00	
Total Lease Cost (Jul-Jun)		\$ 11,520.00
Total Estimated Lease Cost for FY 2022/23		\$ 11,520.00

Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12	
Estimated Utility Costs per Month	\$ 115.20	
Total Estimated Utility Cost (Jul-Jun)		\$ 1,382.40
Custodial Cost per Month	\$ 315.00	
Total Estimated Custodial Cost (Jul-Jun)		\$ 3,780.00
FM Lease Management Fee as of 07/01/2022	4.86%	\$ 559.87
TOTAL ESTIMATED COST FOR FY 2022/23		\$ 17,242.27
TOTAL COUNTY COST	0%	\$ -

Exhibit B

FY 2023/24
RUHS - Behavioral Health
2221 South "A" Street, Suite 108, Perris

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	960 SQFT	
Approximate Cost per SQFT (Jul-Jun)	\$ 1.00	
Lease Cost per Month (Jul-Jun)	\$ 960.00	
Total Lease Cost (Jul-Jun)		\$ 11,520.00
Total Estimated Lease Cost for FY 2023/24		\$ 11,520.00

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Estimated Utility Costs per Month	\$ 115.20	
Total Estimated Utility Cost (Jul-Jun)		\$ 1,382.40
Custodial Cost per Month	\$ 315.00	
Total Estimated Custodial Cost (Jul-Jun)		\$ 3,780.00
FM Lease Management Fee as of 07/01/2022	4.86%	\$ 559.87
TOTAL ESTIMATED COST FOR FY 2023/24		\$ 17,242.27
TOTAL COUNTY COST	0%	\$ -

Exhibit C

FY 2024/25

RUHS - Behavioral Health

2221 South "A" Street, Suite 108, Perris

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	960	SQFT	
Approximate Cost per SQFT (Jul-Jun)	\$ 1.00		
Lease Cost per Month (Jul-Jun)	\$ 960.00		
Total Lease Cost (Jul-Jun)			\$ 11,520.00
Total Estimated Lease Cost for FY 2024/25			\$ 11,520.00

Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12		
Estimated Utility Costs per Month		\$ 115.20	
Total Estimated Utility Cost (Jul-Jun)			\$ 1,382.40
			\$ 1,382.40
Estimated Custodial Cost per Month		\$ 315.00	
Total Estimated Custodial Cost (Jul-Jun)			\$ 3,780.00
FM Lease Management Fee as of 07/01/2022	4.86%		\$ 559.87
TOTAL ESTIMATED COST FOR FY 2024/25			\$ 17,242.27
TOTAL COUNTY COST	0%		\$ -
F11 Total Cost			\$ 51,726.82
F11 Total County Cost	0%		\$ -

Second Amendment to Lease
2221 SOUTH "A" STREET, SUITE 108, PERRIS



Legend
County Centerline Names
— County Centerlines



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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Notes
APN: 330-060-002
District 5