

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



ITEM: 3.16
(ID # 20173)

MEETING DATE:

FROM : FACILITIES MANAGEMENT:

Tuesday, May 23, 2023

SUBJECT: Facilities Management, Real Estate Division: Ratification and Approval of Fifth Amendment to Lease with B.H. PROPERTIES, LLC, Riverside University Health System - Behavioral Health, 5 Year Lease Extension, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3), District 1. [\$3,729,834 - Federal 40%, State 60% - Behavioral Health Fund 10000] (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 B.H. PROPERTIES, LLC, a California limited liability company, and authorize the Chair of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or their designee, to execute any other documents and administer all actions necessary to complete this transaction; 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; and

ACTION:Policy, CIP


Matthew Chang, Director

4/21/2023


Rose Salgado, Director of Facilities Management

5/3/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: May 23, 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	\$333,141	\$685,043	\$3,729,834	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Federal 40%, State 60% - Behavioral Health Fund 10000			Budget Adjustment: No	
			For Fiscal Year: 2022/23-2027/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System – Behavioral Health (RUHS-BH) has been under lease at 769 and 771 Blaine Street, Riverside since November 4, 2003. The facility continues to meet the needs of RUHS-BH program services and this Fifth Amendment to Lease (“Fifth Amendment”) represents a request to extend the lease by five (5) years commencing January 1, 2023 through December 31, 2027. The County shall have the option to terminate the Lease, without cause, after December 31, 2026 with a minimum of one hundred fifty (150) days advance written notice to Lessor. An annual rent increase will be calculated by a change in the Riverside, San Bernardino and Ontario, California CPI index, with a minimum increase of 2% and not to exceed increase of 6%. Minor Tenant Improvements are included at Lessor’s sole cost and expense.

Pursuant to the California Environmental Quality Act (CEQA), the Fifth Amendment was reviewed and determined to be categorically exempt from State CEQA Guidelines 15301, Class 1 – Existing Facilities Exemption and Section 15061(b)(3) “Common Sense” Exemption. The proposed project, the Fifth Amendment, is the letting of property involving existing facilities and no expansion of an existing use will occur.

This Fifth Amendment is summarized below:

Lessor: B. H. Properties, LLC
11111 Santa Monica Blvd., #1800
Los Angeles, California 90025

Premises Location: 769 and 771 Blaine Street, Riverside, California 92507

Size: 28,400 sq. ft.

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

Rent:	<u>Current</u>	<u>New</u>
	\$ 1.60 per sq. ft. \$ 45,455.00 per month \$545,460.00 per year	\$ 1.75 per sq. ft. \$ 49,700.00 per month \$596,400.00 per year
Term:	Effective January 1, 2023 through December 31, 2027	
Rent Adjustment:	Commencing January 1, 2024 annually utilizing the CPI index, with a minimum of 2% increase, not to exceed 6% increase.	
Utilities:	County pays for telephone and electrical services; Landlord pays for all other services.	
Custodial Services:	Provided by Lessor	
Maintenance:	Provided by Lessor	
RCIT Costs:	N/A	
Tenant Improvements:	Minor Tenant Improvements at Lessor's sole cost and expense.	
Option to Terminate:	Termination for any reason after December 31, 2026 with One Hundred, Fifty (150) day advance written notice.	

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

Impact on Residents and Businesses

This facility will continue to provide important behavioral health services for the residents and community of Riverside. 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.

The RUHS-BH has budgeted these costs in FY 2022/23-2027/28 and will reimburse Facilities Management, Real Estate Division for all lease costs on a monthly basis.

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

Contract History and Price Reasonableness

This is a five-year renewal. This contract has been in place since November 2003.

- November 4, 2004 – Lease
- September 29, 2009 – First Amendment
- March 12, 2013 – Second Amendment
- April 28, 2015 – Third Amendment
- May 22, 2018 – Fourth Amendment

ATTACHMENTS:


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

JG:sc/09022022/RV310/30.834


Veronica Santillan, Principal Management Analyst 5/12/2023


Aaron Gettis, Deputy County Counsel 5/10/2023

County of Riverside
Facilities Management-PMO
3450 14th Street, 2nd Floor, Riverside, CA

FOR COUNTY CLERK USE ONLY		
FILED / POSTED		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202300559 05/24/2023 03:06 PM Fee: \$ 50.00 Page 1 of 3		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

September 27, 2022

Project Name: Approval of Fifth Amendment with B.H. Properties, LLC for Riverside University Health System Department of Behavioral Health (RUHS-BH), 769 and 771 Blaine Street, Riverside

Project Number: FM042611031000

Project Location: 769 and 771 Blaine Street, west of Watkins Drive, Riverside, California, 92507, portions of Assessor's Parcel Number (APN) 251-070-007

Description of Project: The County of Riverside (County) has been leasing office space located at 769 and 771 Blaine Street, Riverside, since November 2003 pursuant to that certain Lease between the County and B.H. Properties, LLC. The office is occupied by RUHS-BH and continues to meet the needs of the Department. The Lease Agreement has been amended four times previously for extension of terms, rental adjustments, tenant improvements, and contractual responsibilities for termination. A Fifth Amendment to Lease is being sought to extend the lease term for five years, commencing January 1, 2023 through December 31, 2028 and includes minor tenant improvements including interior painting, floor coverings, restrooms partition repairs, break room counter top replacement, installation of edge guards, and other minor repairs within the facility. The Fifth Amendment to the Lease Agreement with B.H. Properties, 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 public fire department 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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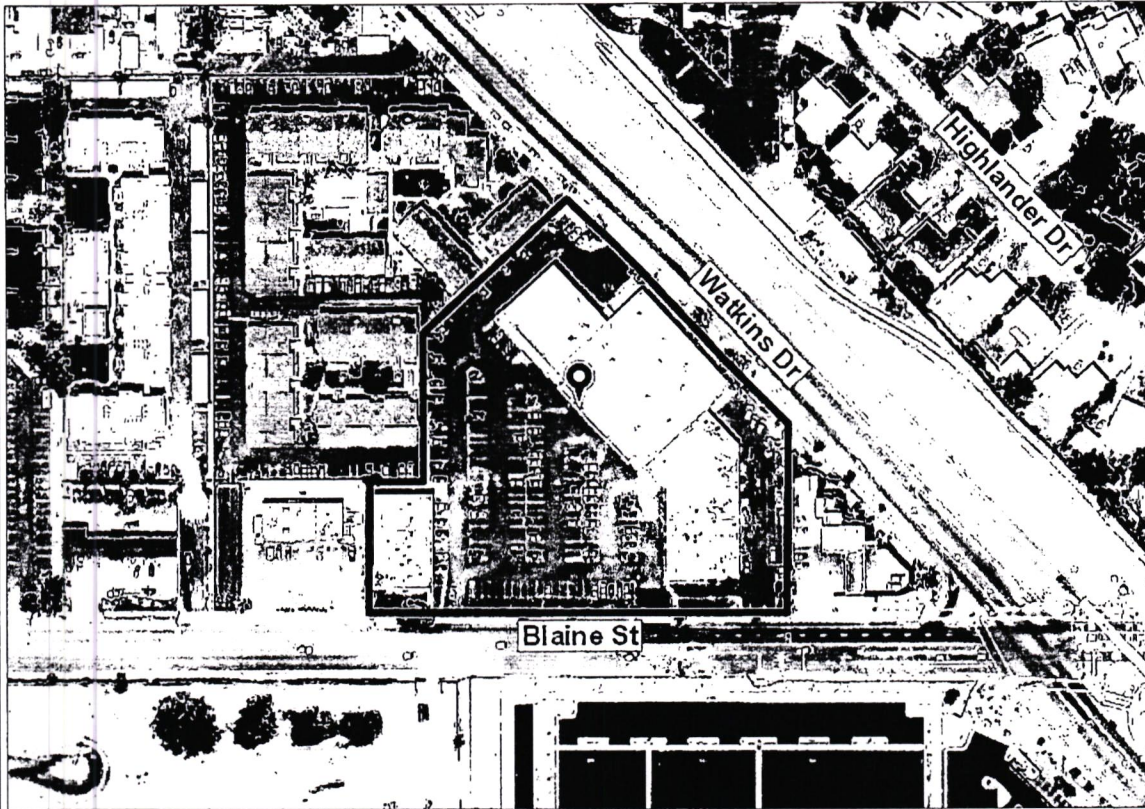
- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project, as proposed, is limited to the extension of term as well as minor interior tenant improvements. 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 five-year extension of the Lease Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 9-27-2022
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RUHS - Behavioral Health

769, 771 Blaine Street, Riverside



Legend

County Centerline Names

Notes

District: 1
Premise outlined in black
APN: 251070007



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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1 **FIFTH AMENDMENT TO LEASE**

2 **769 and 771 Blaine Street, Riverside, California**

3
4 This **FIFTH AMENDMENT TO LEASE** ("Fifth Amendment"), dated as of
5 May 23, 2023, is entered by and between the **COUNTY OF RIVERSIDE**, a
6 political subdivision of the State of California, ("Lessee" or "County"), and **B.H.**
7 **PROPERTIES, LLC**, a California limited liability company ("Lessor"), sometimes
8 collectively referred to as the "Parties".

9 **RECITALS.**

10 a. Lessor and Lessee entered into a lease dated November 4, 2003,
11 pursuant to which Lessor has agreed to lease to Lessee and Lessee has agreed to
12 lease from Lessor a portion of that certain building located at 769 and 771 Blaine
13 Street, Riverside, California ("Building"), as more particularly described in the Lease
14 (the "Original Lease").

15 b. The Original Lease has been amended by:

16 i. That certain First Amendment to Lease dated September
17 29, 2009, by and between Lessee and Lessor (the "First Amendment"), whereby the
18 Parties amended the Original Lease to extend the term, amend the monthly rent, the
19 right to early termination, satisfaction, options, and tenant improvements.

20 ii. That certain Second Amendment to Lease dated March 12,
21 2013, by and between Lessee and Lessor (the "Second Amendment"), whereby the
22 Parties amended the Original Lease to extend the term, amend the monthly rent,
23 premises, improvements, and options to terminate.

24 iii. That certain Third Amendment to Lease dated April 28,
25 2015, by and between Lessee and Lessor (the "Third Amendment"), whereby the
26 Parties amended the Original Lease to do improvements.

27 iv. That certain Fourth Amendment to Lease dated May 22,
28 2018, by and between Lessee and Lessor (the "Fourth Amendment"), whereby the

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1 Parties amended the Original Lease to extend the term, and amend the monthly rent,
2 the premises, the option to terminate and include minor improvements.

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

5 d. The Parties now desire to amend the Lease with this Fifth Amendment to
6 extend the term, amend the rental amounts, annual rent increases, minor
7 improvements, and option to terminate.

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

10 **1. TERM.** Section 4.1 of the Lease is hereby amended by the following:
11 The term of the Lease shall be extended from January 1, 2023 through December 31,
12 2027.

13 **2. RENT.** Section 5.1 of the Lease is hereby amended by the following:
14 Lessee shall pay to Lessor the monthly sum of Forty-Nine Thousand, Seven Hundred
15 00/100 Dollars (\$49,700) as rent for the leased premises effective January 1, 2023
16 ("Effective Date").

17 **3. ANNUAL INCREASE.** Section 5.2 of the Lease shall be amended as
18 follows: The monthly rent shall be increased annually on each anniversary of the
19 Lease based on the Consumer Price Index ("CPI"), defined below, with a minimum
20 range of two (2%) percent and a maximum rate not to exceed six (6%) percent. CPI
21 means the Consumer Price Index of All Urban Customers, Los Angeles-Riverside-
22 Orange County, CA (1982-1984 = 100) as published by the U.S. Department of Labor,
23 Bureau of Labor Statistics. In the event the compilation and/or publication of the CPI
24 shall be transferred to any other governmental department or bureau or agency or shall
25 be discontinued, then the index most nearly the same as the CPI shall be used to
26 make such calculations. In the event that Lessor and Lessee cannot agree on such
27 alternative index, then the matter shall be submitted for decision to the American
28 Arbitration Association in the county in which the Premises are located, in accordance

1 with the then rules of said association and the decision of the arbitrators shall be
2 binding upon the parties, notwithstanding one party failing to appear after due notice of
3 the proceeding. The cost of said Arbitrators shall be paid equally by Lessor and
4 Lessee.

5 **4. COUNTY'S RIGHT TO EARLY TERMINATION.** Section 6.4 of the
6 Lease shall be replaced in its entirety by the following: The County shall have the
7 option to terminate the Lease, without cause, after December 31, 2026 with a minimum
8 of One Hundred Fifty (150) days advance written notice to Lessor.

9 **5. IMPROVEMENTS BY LESSOR.** Section 11.1 of the Lease shall be
10 amended to add subsection 11.1.7 as follows: Lessor, at its sole cost and expense,
11 shall construct certain tenant improvements, as set forth in the attached Exhibit I.

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

17 **7. MISCELLANEOUS.** Except as amended or modified herein, all the terms
18 of the Lease shall remain in full force and effect and shall apply with the same force
19 and effect. Time is of the essence in this Fifth Amendment and the Lease and each
20 and all their respective provisions. Subject to the provisions of the Lease as to
21 assignment, the agreements, conditions, and provisions herein contained shall apply to
22 and bind the heirs, executors, administrators, successors and assigns of the parties
23 hereto. If any provision of this Fifth Amendment or the Lease shall be determined to be
24 illegal or unenforceable, such determination shall not affect any other provision of the
25 Lease and all such other provisions shall remain in full force and effect. The language
26 in all parts of the Lease shall be construed according to its normal and usual meaning
27 and not strictly for or against either Lessor or Lessee. Neither this Fifth Amendment,
28

1 nor the Lease, nor any notice nor memorandum regarding the terms hereof, shall be
2 recorded by Lessee.

3 **8. EFFECTIVE DATE.** This Fifth Amendment to Lease shall not be binding
4 or consummated until its approval by the Riverside County Board of Supervisors and
5 fully executed by the Parties.

6 (Signatures on the following Page)

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10/10/10

Kimberly J. Hill

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

3
4 Dated: 5/23/23
5

6 **LESSEE:**

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

10 
11 By: _____
12 **KEVIN JEFFRIES** Chair
13 Board of Supervisors

6 **LESSOR:**

7 **B.H. PROPERTIES, LLC**
8 a California limited liability company

9 By: B.H. Partnership A, L.P.
10 a Delaware limited partnership
11 Its: Sole Member

12 By: B.H. Holding Company I, Inc.
13 a Delaware corporation
14 Its: General Partner

15 
16 By: _____
17  Arsalan Gozini
18 Its: President

16 **ATTEST:**

17 **KIMBERLY A. RECTOR**
18 Clerk of the Board

19 
20 By: _____
21 Deputy

22 **APPROVED AS TO FORM:**
23 County Counsel

24 
25 By: _____
26 Ryan Yabko
27 Deputy County Counsel

27 JG:sc/09202022/RV310/30.834
28

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EXHIBIT I
TENANT IMPROVEMENTS
769, and 771 Blaine Street
Riverside, California

Tenant Improvements:

- Men's Restroom by room 157 – Laminate countertops need to be replaced.
- Conference Room right hand side – Laminate countertop by sink needs to be replaced.
- Conference Room, right hand side – Ceiling tiles need to be replaced.
- Employee Break Room – Paint needed on light blue wall.
- Employee Break Room – Laminate countertops need to be replaced.
- Several doors throughout both suites 769 and 771, need to be repainted.

Exhibit A

FY 2022/23

RUHS - BH

769 and 771 Blaine Street

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	28,400	SQFT	
Approximate Cost per SQFT(Jul - Dec)	\$ -		
Approximate Cost per SQFT(Jan - Jun)	\$ 1.75		
Lease Cost per Month(Jul - Dec)	\$ -		
Lease Cost per Month(Jan - Jun)	\$ 49,700.00		
Total Lease Cost(Jul - Dec)		\$	-
Total Lease Cost(Jan - Jun)		\$	298,200.00
Total Estimated Lease Cost for FY 2022/23		\$	298,200.00

Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12		
Estimated Utility Costs per Month		\$	3,408.00
Total Estimated Utility Cost(Jul - Dec)		\$	-
Total Estimated Utility Cost(Jan - Jun)		\$	20,448.00
Total Estimated Utility Cost for FY 2022/23		\$	20,448.00
FM Lease Management Fee as of 7/1/2022	4.86%	\$	14,492.52
TOTAL ESTIMATED COST FOR FY 2022/23		\$	333,140.52
TOTAL COUNTY COST	0%	\$	-

Exhibit A

FY 2023/24

RUHS - BH

769 and 771 Blaine Street

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	28,400	SQFT	
Approximate Cost per SQFT(Jul - Dec)	\$ 1.75		
Approximate Cost per SQFT(Jan - Jun)	\$ 1.86		
Lease Cost per Month(Jul - Dec)		\$ 49,700.00	
Lease Cost per Month(Jan - Jun)		\$ 52,682.00	
Total Lease Cost(Jul - Dec)		\$ 298,200.00	
Total Lease Cost(Jan - Jun)		\$ 316,092.00	
Total Estimated Lease Cost for FY 2023/24		\$ 614,292.00	

Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12		
Estimated Utility Costs per Month		\$ 3,408.00	
Total Estimated Utility Cost(Jul - Jun)		\$ 40,896.00	
Total Estimated Utility Cost for FY 2023/24		\$ 40,896.00	
FM Lease Management Fee as of 7/1/2022	4.86%	\$ 29,854.59	
TOTAL ESTIMATED COST FOR FY 2023/24		\$ 685,042.59	
TOTAL COUNTY COST	0%	\$ -	

Exhibit C

**FY 2024/25 to 2027/28
RUHS - BH
769 and 771 Blaine Street**

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

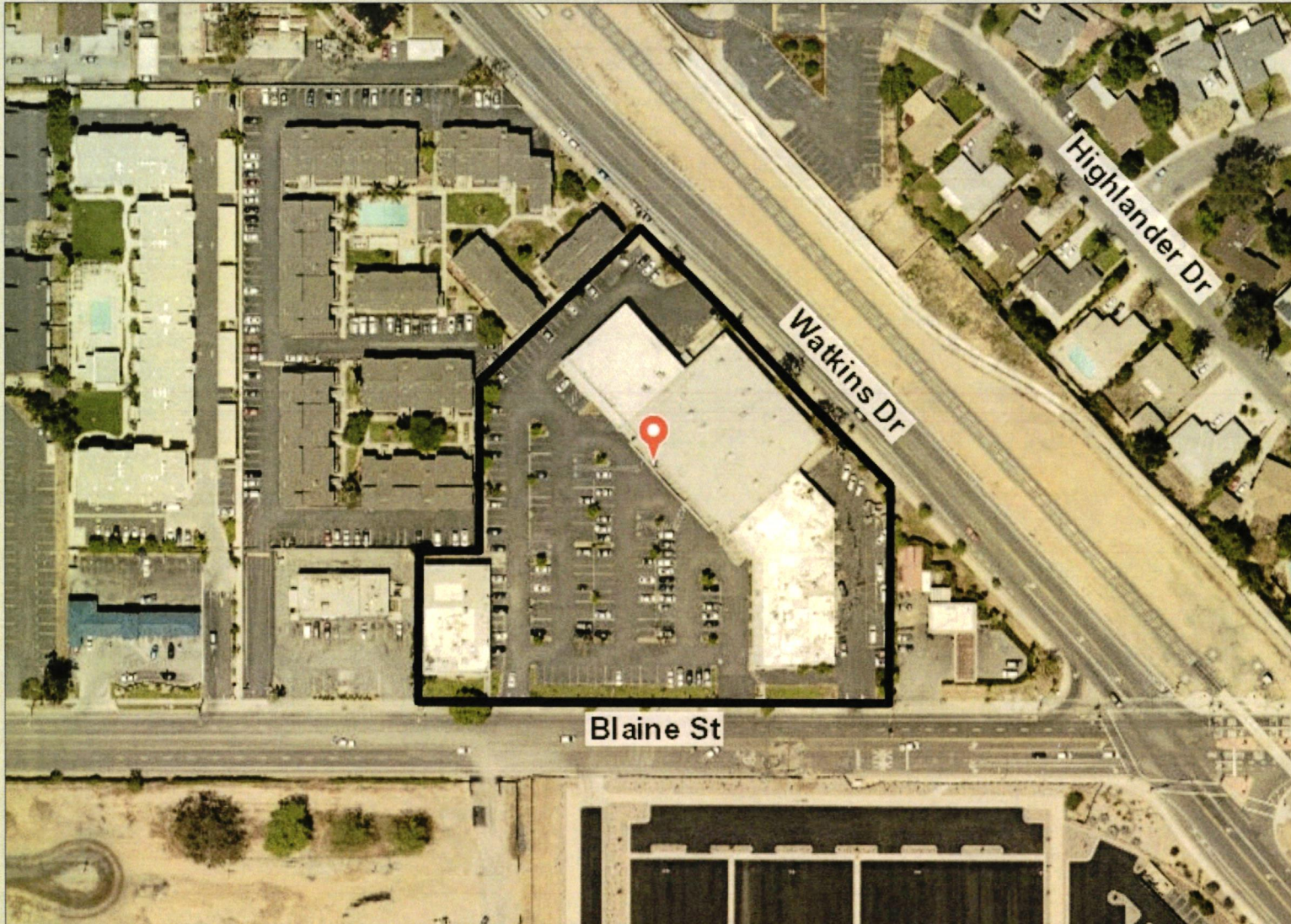
Current Office: 28,400 SQFT

	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Approximate Cost per SQFT(Jul - Dec)	\$ 1.86	\$ 1.97	\$ 2.08	\$ 2.21
Approximate Cost per SQFT(Jan - Jun)	\$ 1.97	\$ 2.08	\$ 2.21	\$ -
Lease Cost per Month(Jul - Dec)	52,682.00	\$ 55,842.92	\$ 59,193.50	\$ 62,745.10
Lease Cost per Month(Jan - Jun)	55,842.92	59,193.50	62,745.10	\$ -
Total Lease Cost(Jul - Dec)	\$ 316,092.00	\$ 335,057.52	\$ 355,160.97	\$ 376,470.63
Total Lease Cost(Jan - Jun)	\$ 335,057.52	\$ 355,160.97	\$ 376,470.63	\$ -
Total Estimated Lease Cost for FY 2024/25 to 2027/28	\$ 651,149.52	\$ 690,218.49	\$ 731,631.60	\$ 376,470.63
<u>Estimated Additional Costs:</u>				
Utility Cost per SQFT	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12
Estimated Utility Costs per Month	\$ 3,408.00	\$ 3,408.00	\$ 3,408.00	\$ 3,408.00
Total Estimated Utility Cost for FY 2024/25 to 2026/27	\$ 40,896.00	\$ 40,896.00	\$ 40,896.00	\$ 20,448.00
FM Lease Management Fee as of 7/1/2021 4.86%	\$ 31,645.87	\$ 33,544.62	\$ 35,557.30	\$ 18,296.47
TOTAL ESTIMATED COST FOR FY 2024/25 to 2027/28	\$ 723,691.39	\$ 764,659.11	\$ 808,084.90	\$ 415,215.10

F11 Total Cost				\$ 3,729,833.61
F11 Total County Cost	0%			\$ -

RUHS - Behavioral Health

769, 771 Blaine Street, Riverside



Legend

County Centerline Names



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.

Notes

District: 1
Premise outlined in black
APN: 251070007

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