

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



ITEM: 3.48
(ID # 22410)

MEETING DATE:
Tuesday, July 11, 2023

FROM : RUHS-BEHAVIORAL HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve Land Transfer from Transportation Land Management Agency to Riverside University Health System; Approve the Amendment to the Pre-Development Agreement with PMB LLC for services during the pre-development stages for the Riverside University Health System Wellness Village; and Adopt Resolution No. 2023-225, District 1. [\$25,670,000 for FY 2023/2024, State Funding 60%, Federal Funding 40%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the land transfer from the Transportation Land Management Agency to the Riverside University Health System for the Wellness Village;

Continued on Page 2

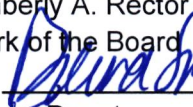
ACTION:Policy


Matthew Chang, Director 7/6/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel and Perez
Nays: None
Absent: Washington, Gutierrez
Date: July 11, 2023
xc: RUHS-BH

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the Riverside University Health System-Behavioral Health to purchase APN 317260034 from the Transportation Land Management Agency for an amount not to exceed the appraised Fair Market Value;
3. Approve PMB LLC, to continue to serve as the developer on the Wellness Village, based on work completed, time-sensitive BHCIP grant requirements, and qualifications submitted in response to the Hemet Recovery Village Request for Proposal;
4. Approve the Amendment to the Pre-Development Agreement (Agreement) between the County and PMB LLC for services during the pre-development stages of the Wellness Village through December 31, 2024;
5. Authorize the Chair of the Board to approve and execute the Agreement on behalf of the County;
6. Authorize the Behavioral Health Director, or designee, based upon the availability of funding and with form as approved by County Counsel to sign amendments that do not change the substantive terms of the Agreement;
7. Approve the revised Resolution No. 2023-225 to accept the BHCIP grant funds and project name change.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 25,670,000	\$0	\$ 25,670,000	\$ 0
NET COUNTY COST	\$0	\$0	\$ 0	\$ 0
SOURCE OF FUNDS: 60% State, 40% Federal			Budget Adjustment:	No
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System – Behavioral Health (RUHS-BH) seeks Board authorization to pursue a Behavioral Health Wellness Village on County-owned property located in Mead Valley, an unincorporated area of Perris. The Mead Valley site was identified pursuant to direction from the County Executive Team to locate Wellness Villages on properties with minimal development challenges, including as to site acquisition, permitting and utilities. As detailed below, the Mead Valley site provides a unique opportunity for accelerated project delivery through a public-private partnership (P3) that taps into tentatively awarded State grant funding and also leverages private development expertise.

RUHS-BH is pursuing development of multiple Wellness Villages that will serve behavioral health needs in all areas of the County. Pursuant to Board Resolution 2022-059, RUHS-BH applied to the Department of Healthcare Services (DHCS) for grant funding for these projects under the Behavioral Health Continuum Infrastructure Funding Program (BHCIP). On November 1, 2022, RUHS-BH received a Notice of Final Grant Award for BHCIP Round 3 to

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increase capacity in the Continuum of Care by building a Wellness Village to serve as a full-service Behavioral Health Campus that provides as a safe, monitored, and therapeutic community and living space while simultaneously delivering high quality, person-first, mental health and Substance Use Disorder (SUD) treatment. The County also issued two Requests for Proposals (RFPs) in February 2022 seeking qualified developers as P3 partners to assist in construction, development, operation and financing of the Behavioral Health projects. Pursuant to that RFP process, the County identified P3 developers for Wellness Villages to be located in Coachella and Hemet. Six bids were received for the Hemet site; PMB LLC (PMB or Developer) was selected as the most responsive bidder.

In October 2022, the County terminated the RFP relating to the Coachella site, based on the selected developer's inability to obtain site control and failure to reach an agreement on the fundamental deal points. The County pursued the acquisition of the Coachella site until February 2023, when it was determined that the project was not feasible due to entitlement and utility constraints. On February 21, 2023, RUHS-BH requested a location change due unforeseen and ongoing challenges with the purchase of the Coachella property. The State approved the request on April 10, 2023, allowing RUHS-BH to move the grant funds to the Hemet Wellness Village.

The Hemet Wellness Village was proposed to be located on county-owned land in the City of Hemet, with limited approvals required from the City, such as off-site improvements and egress. Although there has been some public support for the project, as evidenced by feedback received during 35 group presentations and door-to-door public outreach of hundreds of City residents, the Hemet project has encountered a variety of challenges relating to water supply, fire-life safety design, off-site improvements, and compatibility with existing surrounding land uses. Additionally, the City views the location of the site within the general downtown area to be incompatible with its future plans for downtown commercial and residential development, and is concerned about the limited transportation access to the site given Hemet's location relative to major transportation corridors. These challenges create a significant risk that the development of the Wellness Village project in Hemet will not be able to meet BHCIP grant deadlines.

In light of those challenges, the County Real Estate team was able to quickly identify the Mead Valley site as an alternative location for the Wellness Village. The Mead Valley site is comprised of approximately 20 acres of County-owned land in Mead Valley, an unincorporated area of Perris. The County has jurisdiction over land use and planning review/approval for the project, including off-site improvements and egress. The land is vacant with a clear title and the same basic shape as the Hemet property, which will allow RUHS-BH to use the same layout that was previously designed for Hemet, saving time and money to not have to redesign the buildings. In addition, the Mead Valley site appears to be more cost-effective as it does not have the same challenges as the Hemet site on water supply and surrounding uses. This site will serve a widespread population given the location in mid-County and proximity to freeway access. The Board initially approved the purchase of real property on August 4, 2011 (Item 3.43), for the purpose of relocating the Transportation Washington Yard. The cost was \$3.4 million and purchased using Transportation Department Road Funds. However, the land has remained

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vacant since acquisition. RUHS-BH will reimburse TLMA at the Fair Market Value (FMV) appraised at \$8.35 million plus an estimated \$150,000 for closing costs of a related property, for a total value of \$8.5 million. As a result of this action, TLMA/Transportation will need to find a property in the general vicinity that can be a replacement for this site. Said property is intended to provide for the future relocation of the Transportation Washington Street Highway Operations Center, which was built in 1955 within the City of Riverside. The Executive Office will work with TLMA/Transportation to allocate any gap funding for the full value of the replacement property, should it exceed the sale price of this property.

To date, PMB and its subcontractors have worked hundreds of hours on the design of the Wellness Village project, in which 100% Design Development is complete and full construction documents are underway. Given the stringent BHCIP grant timelines, the work that has been completed, and the ability to transfer the majority of the plans to the new site, RUHS-BH is requesting the Board's approval to allow PMB to move with the project to the new location. This will also require an amendment to the existing Pre-Development Agreement, authorizing RUHS-BH to pay for the costs incurred that will not carry over to the new site, and extend the contract date to allow time for environmental studies, etc. to take place.

On February 7, 2023, (Item 3.23), the Board accepted the BHCIP grant funds for the Wellness Village. With regard to the changes above, RUHS-BH is requesting the Board to approve the revised Resolution No. 2023-225 to accept the grant funds and officially change the project name from the Recovery Village to the Wellness Village.

Another Form 11 will be forthcoming for the Board's approval of the P3 lease agreement, and CEQA approval. RUHS-BH will work with the Mead Valley community as part of the final design of the property to incorporate feedback into the design elements.

Impact on Residents and Businesses

The RUHS-BH Wellness Village model will provide Riverside County residents with the means to provide these needed services to some of the county's most vulnerable populations including children, families, veterans, and other individuals. The Wellness Village will provide the community with new health services and other resources to promote wellness. In addition, the Wellness Village will create approximately 600 professional jobs, generate economic growth in the Mead Valley community and help provide community amenities such as a market, café and green space.

Additional Fiscal Information

RUHS-BH has sufficient funding for the reimbursement of land to TLMA. The Pre-Development reimbursement would only occur if the County decided not to move forward with the proposed Wellness Village or if the Developer was unable to obtain financing for the project. Any reimbursement to the Developer would be solely for actual proven costs expended and associated with the project. Any potential reimbursement would be limited to a not to exceed amount of \$25.7 million. RUHS-BH is not requesting any general fund support at this time.

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ATTACHMENTS:

PMB Amendment and Assignment of Pre-Development Agreement
Resolution No. 2023-225

Gregg Gu
Gregg Gu, Chief Deputy County Counsel

7/6/2023

Jacqueline Ruiz
Jacqueline Ruiz, Sr. Management Analyst

7/6/2023

2 RESOLUTION NO. 2023-225

3 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
4 AUTHORIZING ACCEPTANCE OF AWARDS FROM AND PARTICIPATION IN THE
5 BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE PROGRAM ("BHCIP")

- 6
- 7 A. The California Department of Health Care Services, through its contractor Advocates for
8 Human Potential, Inc. ("**Department**"), issued a Request for Applications, dated January 31,
9 2022 ("**RFA**"), for the BHCIP Program ("**Program**"). The Department issued the RFA for
10 Program grant funds pursuant to Welfare and Institutions Code Sections 5960-5960.45.
11 Program grant funds are derived primarily from the federal Coronavirus State and Local Fiscal
12 Recovery Funds, which was established by the American Rescue Plan Act of 2021, and in part
13 from the State of California General Fund; and
- 14 B. The Department is authorized to administer the Program pursuant to Welfare and Institutions
15 Code Section 5960-5960.45. Program funding allocations are subject to the terms and
16 conditions of the RFA, the application for funds, a Program Funding Agreement ("**Program**
17 **Funding Agreement**"), a Declaration of Restrictions, a Performance Deed of Trust, and all
18 other legal requirements of the Program; and
- 19 C. On November 1, 2022 and December 7, 2022 the Department issued Notices of Final Award
20 totaling \$80,478,259 relating to a project to be constructed in the Coachella Valley to be
21 known as a "Recovery Village" ("**Project**"); and
- 22 D. Acceptance of these awards will require the County to provide a ten percent match in the form
23 of cash or in-kind contributions; and
- 24 E. On January 10, 2023, the Board approved Resolution No. 2023-047 accepting two awards of
25 Program Funds from the Department to be used for a portion of the costs of the Project; and
- 26 F. Subsequent to the approval of Resolution No. 2023-047, the County has now determined that
27 the Project should be constructed in an alternate location on approximately 19.41 acres of real
28 property currently owned by the County, located at the northwest corner of Harvill Avenue and
Water Avenue, south of the City of Riverside and west of the City of Perris, in an
unincorporated portion of Riverside County, California, and identified as APN 317-260-034,

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for a Project to be known as a “Wellness Village”; and

G. This Resolution is intended to supersede and replace Board Resolution No. 2023-047.

THEREFORE, IT IS RESOLVED THAT:

1. The County hereby accepts the two awards of Program funds from the Department to be used for a portion of the costs of the Project, in its revised location.
2. Behavioral Health Department Director Matthew Stewart Chang, MD or his designee (the “**Authorized Signatory**”) is hereby authorized and directed to enter into, execute, and deliver a Program Funding Agreement(s) in a total amount not to exceed \$80,478,259, a Declaration of Restrictions, a Performance Deed of Trust, as well as any and all other documents required or deemed necessary or appropriate to secure the Program funds from the Department and to participate in the Program, and all amendments thereto (collectively, the “**Program Documents**”), each in a form to be approved by County Counsel Minh Tran or his designee, and attested by the Clerk of the Board Kimberly Rector or her designee.
3. The Board acknowledges and agrees that the County shall be subject to the terms and conditions specified in the Program Funding Agreement(s) and the Program Documents. Any and all activities, expenditures, information, and timelines represented in the applications submitted by the County are enforceable through the Program Funding Agreement(s) and the Program Documents. Funds are to be used for the allowable expenditures and activities identified in the Program Funding Agreement(s) and Program Documents.

THIS RESOLUTION WAS PASSED by the Board of Supervisors of the County of Riverside at a regular meeting thereof on July 11, 2023 by the following vote:

AYES:

NAYS:

ABSENT:

1 The undersigned does hereby attest and certify that the foregoing is a true and full copy of a resolution of
2 the County's governing body adopted at a duly convened meeting on the date above-mentioned, and that
3 the resolution has not been altered, amended, or repealed.

4 ATTEST:

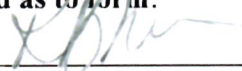
5 Kimberly Rector

6 Clerk of the Board of Supervisors, County of Riverside

7 By: 

8 Deputy

9
10 **Approved as to form:**

11 Signed: 

12 Name: Krisitne Bell-Valdez

13 Title: Deputy County Counsel

14 Date: 7/06/23

15
16 5402930.2

17 ROLL CALL:

18 Ayes: Jeffries, Spiegel, Perez and Gutierrez

19 Nays: None

20 Absent: Washington

21 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

22 KIMBERLY A. RECTOR, Clerk of said Board

23 By: 
24 Deputy

25 07.11.2023 3.48

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

**AMENDMENT, ACKNOWLEDGEMENT AND ASSIGNMENT AND ASSUMPTION
OF PRE-DEVELOPMENT AGREEMENT**

THIS AMENDMENT, ACKNOWLEDGMENT AND ASSIGNMENT AND ASSUMPTION OF PRE-DEVELOPMENT AGREEMENT (this "**Assignment**") is made as of the July 11, 2023 (the "**Effective Date**"), by and between PMB LLC, a California limited liability company ("**Assignor**"), and PMB MEAD VALLEY LLC, a Delaware limited liability company ("**PMB Mead Valley**"), with the acknowledgment and consent of the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("**County**"). Assignor, PMB Mead Valley and County are cumulatively referred to herein as the "Parties").

RECITALS

A. Assignor and County are parties to that certain Pre-Development Agreement, dated as of August 2, 2022 (the "**Agreement**"), pursuant to which Assignor has agreed to perform certain pre-development activities with respect to the development of a behavioral health facility (the "**Project**") on certain real property located in the County of Riverside, California, as more particularly described in the Agreement (the "**Pre-Development Activities**"). All capitalized terms used, but not defined, in this Assignment shall have the meaning set forth in the Agreement.

B. The Agreement provides that County will (subject to the terms, conditions and limitations of the Agreement) reimburse Assignor for Pre-Development Costs incurred by the Assignor for the Pre-Development Activities under the Agreement in the event the County does not move forward with the Project.

C. Assignor has caused to be formed PMB Mead Valley, a wholly owned subsidiary of Assignor, for the purposes of obtaining financing from Morgan Stanley to fund the Pre-Development Costs incurred in performance of the Pre-Development Activities (the "**Financing**").

D. Assignor now desires to assign and PMB Mead Valley desires to assume the rights and obligations of Assignor under the Agreement, and PMB Mead Valley further intends to thereafter collaterally assign its rights to repayment of the Pre-Development Costs under the Agreement to Morgan Stanley (or the trustee or collateral agent used in such Financing) (individually and collectively referred to herein as "**Lender**") (the "**Collateral Assignment**").

E. Assignor and its successors are permitted under Section 11.13 of the Agreement to (i) assign the Agreement with the prior written approval of the County, and (ii) assign or grant a lien on the right to repayment of the Pre-Development Costs for the purposes of collateral security without the County's consent or approval.

F. County now desires to consent to the assignment of the Agreement to PMB Mead Valley and acknowledge the Collateral Assignment, all on the terms and conditions set forth herein.

G. In exercising its authority over the design of the Project under Section 2 of the Agreement and its rights to modify the transaction in Section 11.6 of the Agreement, County desires Developer to undertake the pre-development services with respect to an alternative site selected by the County for the location of the Project and has determined that the pre-development services undertaken by Assignee with respect to the Project prior to the Effective Date are generally applicable to the alternative site, and that therefore it is not necessary for the County to issue a new Request for Proposal to select a new project developer to undertake the Project.

H. County further desires to amend the Agreement to identify the alternative site for the Project, extend the date for termination of the Agreement from October 1, 2023 to December 1, 2024, to allow the Parties to prepare the Project Agreements and arrange for issuance of the Bonds or Alternate Financing, and increase the maximum reimbursement payable by the County under the Agreement.

I. Pursuant to the Action of the Board of Supervisors of the County of Riverside, State of California, Item 3.23 (ID #19862) approving the Agreement (“**Action**”), the Behavioral Health Director, or designee, has the authority to execute amendments to the Agreement in the form approved by County Counsel that do not change the substantive terms of the Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The above recitals are hereby incorporated as if fully set forth herein.
2. **Project Site.** The definition of the “**Property**” is hereby amended to mean and refer to an approximately 19.41 acres of land owned by County and located at the northwest corner of Harvill Avenue and Water Avenue, located south of the City of Riverside and west of the City of Perris in the unincorporated Mead Valley area of Riverside County, California and identified as APN 317-260-034.
3. **Pre-Development Services and Pre-Development Costs.** References in the Agreement to “Pre-Development Services” and “pre-development services” are hereby amended to mean and refer to the services described in 2(a) through 2(e) of the Agreement, inclusive. References in the Agreement to “Pre-Development Costs” shall be amended to include the following: the costs related to the Project financing and PMB Mead Valley’s actual attorneys’ fees incurred in connection therewith (including interest payments related to the Pre-Development Agreement financing). The County hereby represents and warrants to Assignor and PMB Mead Valley that the Pre-Development Services performed prior to the date of this Assignment with respect to the Project in the total amount of \$8,584,825.35 , notwithstanding any change to the location of the Project, are valuable to and benefit the County, constitute Predevelopment Services as defined in the Agreement, have been approved by County in accordance with Section 2 of the Agreement and are continued to be deemed approved by County, shall be deemed “Pre-Development Costs” as defined in Section 3 of the Agreement (“**Approved Reimbursement Amounts**”), and shall be

reimbursed to PMB Mead Valley as provided in Sections 3, 6 and 7 of the Agreement. Any demand made in writing by PMB Mead Valley for reimbursement of all or a portion of the Approved Reimbursement Amounts shall be paid by the County within sixty (60) days after demand therefor without setoff in accordance with the procedures set forth in Section 7 of the Agreement. Furthermore, any and all Predevelopment Services performed upon and after the date of this Assignment which have obtained the prior written approval of County pursuant to Section 2 of the Agreement are also valuable to and benefit the County, shall also constitute Predevelopment Services as defined in the Agreement, the cost of which shall be deemed "Pre-Development Costs" as defined in Section 3 of the Agreement, and shall be reimbursed to PMB Mead Valley in accordance with Sections 3, 6, 7 and 8 of the Agreement. Neither Assignor nor PMB Mead Valley shall be deemed to have waived its rights, and expressly is not waiving its rights, with respect to the Approved Reimbursement Amounts and the right to require performance by the County of any provision of the Agreement, including Section 6, and such failure to insist on performance by the County of any provision or terms or conditions of the Agreement shall not be construed as a waiver of the foregoing, and in no way affects the right to require such performance at any time hereafter.

4. **Maximum Cost.** Section 8 of the Agreement is hereby amended to delete the reference to "twenty million dollars (\$20,000,000)" and replace it with the reference to "twenty-five million, six hundred seventy thousand dollars (\$25,670,000)."

5. **Financing Structure.** The following sentence is hereby added to the end of Recital F of the Agreement: "PMB recognizes that the County Board of Supervisors will retain the ultimate authority to approve the financing structure." In addition, the following sentence is hereby added to the end of Section 4 of the Agreement: "Towards that end, the County Executive Office finance team will be an active participant in the process with respect to the structure, rating, pricing and continuing disclosure obligations of the chosen financing."

6. **Assignment and Assumption.** Assignor hereby irrevocably transfers and assigns to PMB Mead Valley all of Assignor's right, title, interest, obligations and liabilities in, to and under the Agreement, including the rights with respect to the demand and reimbursement of the Approved Reimbursement Amounts, and PMB Mead Valley hereby irrevocably accepts the assignment granted herein, including the rights with respect to reimbursement of the Approved Reimbursement Amounts, and assumes the Agreement, and agrees to perform all of the obligations, liabilities, covenants, duties and agreements of Assignor under the Agreement from and after the Effective Date. County consents and agrees that the assignment is a permitted assignment under Section 11.13 of the Agreement and PMB Mead Valley agrees to be bound by all of the terms and conditions of the Agreement binding upon Assignor. Accordingly, effective as of the Effective Date, all references in the Agreement to "PMB" are hereby amended to mean and refer to PMB Mead Valley.

7. **No Release of Assignor.** Neither this Assignment, nor the consent of County, shall release Assignor in whole or in part from any of its obligations or duties under the Agreement if PMB Mead Valley fails to perform or observe any such obligation or duty, and Assignor agrees for the benefit of County that it shall remain fully liable for the performance of all obligations of Assignor

under the Agreement, to the extent such obligations are not performed by PMB Mead Valley.

8. **Termination Date.** Section 9 of the Agreement is hereby amended to delete the reference to “October 1, 2023”, and replace it with the reference to “December 1, 2024.”

9. **Collateral Assignment.** In accordance with Section 11.13 of the Agreement, County acknowledges and consents to PMB Mead Valley’s assignment and grant of a lien to Lender with respect to PMB Mead Valley’s rights to repayment of the Pre-Development Costs under the Agreement (as collateral security for the Financing). PMB Mead Valley hereby directs the County, and the County agrees, to make all payments to PMB Mead Valley for Pre-Development Costs under the Agreement, if any, into the following account (until such time as PMB Mead Valley and Lender jointly direct County in writing to the contrary):

Agent:	Citibank, NA
ABA#:	021000089
Account Name:	Morgan Stanley Bank N.A.
Acct No:	30819818
BIC:	CITIUS33XXX
Attn:	MS Muni Controllers
Ref:	Riverside Uni Health System Behavioral Health Campus Project

Lender shall be a third-party beneficiary of this Section 9, with direct rights of enforcement.

10. **No Disposition of Property.** This Assignment does not constitute a disposition of property or exercise of control over property by the County and does not require a public hearing.

11. **Authority; Successors.** Each Party has the legal power, right and authority to enter into this Assignment and to consummate the transactions contemplated hereby and the performance of its obligations under this Assignment will not conflict with or result in any violation of any agreement or instrument to which it is a party. This Assignment shall be binding upon and inure to the benefit of the Parties, and their respective heirs, executors, administrators, successors and assigns.

12. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

13. **Governing Law.** This Assignment shall be governed by the laws of the State of California.

14. **Severability; Survival.** If any term or provision of this Assignment is determined to be invalid, illegal, or unenforceable, or is determined to render the application of, or coordination with, this Assignment and the Agreement invalid or illegal, by any court of competent jurisdiction, such term or provision shall be severed from this Assignment and shall not affect the continuing validity of the Agreement, which Agreement shall remain in full force and effect, or affect any other term or provision of this Assignment or the remaining provisions of the Assignment’s application of, or coordination with, the Agreement, and, further, any such term or provision shall

not presumptively be deemed to be invalid, illegal, or unenforceable in any other jurisdiction; provided, however, on such determination(s) described above, prior to severing such term or provision from this Assignment, the Parties to this Assignment shall negotiate in good faith to modify or replace such term or provision, or a court of competent jurisdiction shall reasonably modify or replace such term or provision, so as to effect the original intent of the Parties as closely as possible in a mutually acceptable or reasonable manner in order that the transactions contemplated may hereby be consummated as originally contemplated to the greatest extent possible. In the event of a challenge to this Assignment, the Agreement or the Project contemplated by the Agreement, the Parties, to the extent permitted by law, shall in good faith cooperate with each other, with no obligation to expend any sums, to maintain the viability of the Project and mitigate (a) any impact to the development of the Project as provided for in, and contemplated by, in the Agreement, and (b) any conflict with this Assignment and/or the Agreement, or frustration of the intent or purpose of this Assignment and/or the Agreement. The provisions of Sections 3, 4, 6, 8, 9, and 15 of this Assignment shall survive any termination or invalidation of this Assignment.

15. **Continuing Rights.** Except as amended by this Assignment, the Agreement shall continue unmodified and in full force and effect. Except as expressly provided in this Assignment, nothing in this Assignment shall reduce, diminish or otherwise limit the Parties' continuing rights under the Agreement (collectively, the "**Continuing Rights**"). The Continuing Rights shall include, without limitation, (a) PMB Mead Valley's rights under Section 6 of the Agreement to terminate the Agreement if County fails to provide written assurance that it is proceeding with the Project (as defined therein) within thirty (30) days after written request therefor by PMB Mead Valley, and PMB Mead Valley reasonably believes that County has abandoned the Project, as provided in Section 6 of the Agreement, and (b) PMB Mead Valley's rights under Section 7 of the Agreement to receive reimbursement of Predevelopment Costs upon termination of the Agreement in accordance with and subject to the requirements of Section 7 of the Agreement and in the amount set forth in Section 8 of this Assignment. The Parties expressly agree that each Party shall maintain the Continuing Rights under the Agreement notwithstanding anything to the contrary. All terms not separately defined herein shall have the meanings as defined in the Agreement.

16. **Cumulative Remedies.** All rights and remedies provided herein and in the Agreement are cumulative and not exclusive, and the exercise by any Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.

IN WITNESS WHEREOF, this Assignment has been executed on the date and year first above written.

ASSIGNOR:

PMB LLC,
a California limited liability company

By: _____

Name: _____

Its: _____

PMB MEAD VALLEY:

PMB Mead Valley LLC,
a Delaware limited liability company

By: PMB LLC,
a California limited liability company, its Manager

By: _____

Name: _____

Its: _____

[Signatures continue on following page.]

COUNTY:

COUNTY OF RIVERSIDE,
a political subdivision of the State of California

By: 


Name: DEVIN JEFFRIES

Title: CHAIR, BOARD OF SUPERVISORS

Date: July 11th, 2023

ATTEST:

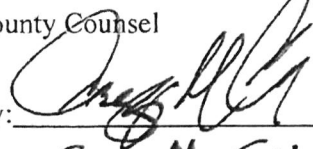
Kimberly Rector
Clerk of the Board

By: 

Deputy

APPROVED AS TO FORM:

County Counsel

By: 

Name: Greg M. Gu

Title: Chief Deputy County Counsel

Date: 7.7, 2023

5404107.1

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July 10, 2023

Rural Association of Mead Valley
PO Box 2244
Perris, CA 92572

Riverside County Board of Supervisors
4080 Lemon Street
Riverside, CA 92501

RE: Agenda Item 3.48. Behavior Health Wellness Center – Mead Valley

Dear Supervisors:

The Rural Association of Mead Valley and residents of Mead Valley are adamantly opposed to the Wellness Center Project being proposed at the southwest corner of Placentia and Harvill.

Although the County needs such a facility, this is the wrong place to build this type of facility.

Mead Valley is not a CITY. Mead Valley is a rural community. Law Enforcement is provided by the Sheriff's Department. Sheriff's services are limited in unincorporated communities.

Hundreds of "consumers" from this proposed facility will be entering our community each week. These are people who have mental illness and substance abuse. This facility will completely destroy our rural community. Hemet recently rejected this facility because of the numerous concerns from the residents. Putting this in a rural community will be a hundred times worse than locating in Hemet.

Mead Valley already has two very large substance abuse non-profit facilities that take care of the needs of the residents who live here. The Salvation Army and U-Turn for Christ are both very successful rehab facilities. The residents living here do not need this facility. The Wellness Center will bring hundreds of bussed in drug addicts into our community to be let out 24-7. This will increase our homeless, mentally ill and drug addicted population substantially.

The Project presentation was brought to a fraction of the community of Mead Valley at the recent July 5th MAC meeting. This was during a national holiday weekend. Very few residents of Mead Valley receive the MAC agenda. Only a handful of the residents were given any type of information on this Project. **Suddenly one day after the MAC Meeting and without any notice to the Community or surrounding cities this Project was placed on the BOS agenda for approval.**

The Board of Supervisors is required by law to bring this Project to the residents through actual presentations that are adequately advertised and noticed. Shareholders must be notified of this Project and allowed adequate input.

A Project of this magnitude affects Mead Valley, the Val-Verde School District, the City of Perris and surrounding communities must be presented to the entire area for consideration.

The project is just across the 215 Freeway from the Val Verde Elementary School. Hundreds of homes are nearby.

There are numerous shopping centers just blocks away from this Project that provide shopping for Mead Valley residents. An elementary school is just blocks away.

This Project is within the Business Park of the Industrial Park. The project is zoned M-SC.

M-SC MANUFACTURING-SERVICE COMMERCIAL ZONE

M-SC Zoning does not allow for a housing apartment complex. The County has not applied for a zone change. See attached. Exhibit A

M-SC allows: One-family dwellings on the same parcel as the industrial or commercial use, provided such dwellings are occupied exclusively by the proprietor or caretaker of the use and their immediate family;

Parolee-probationer home developed in accordance with the standards set forth in Section 18.52 of this ordinance.



Article in the Desert Sun June 22, 2022.

Riverside County to receive \$76M to build behavioral health campus in Coachella

The grants are designed to support programs that “reduce homelessness, incarceration, unnecessary hospitalizations, and inpatient days and improve outcomes for people with behavioral health conditions by expanding access to community-based treatment,” according to the department.

Coachella Mayor Steven Hernandez said, "It's something that we need to address," Hernandez said. " ... mental health and homelessness and folks that are incarcerated, it's an issue everywhere. People need second chances and people need a space to rebuild their lives."

What we have is a facility that will house people outside of our community being bussed here by the hundreds who have mental health, substance abuse and criminal backgrounds. They must take anyone. These people can leave anytime that they want. The facility will be open 24-7.

Mead Valley is a rural community. It is not a city and does not have the resources to deal with this type of facility where hundreds of consumers will be let loose into our community. Many will continue to have mental health and substance abuse illnesses. We do not have the sheriff's deputies to deal with hundreds of “consumers” from the Wellness Center entering our community every week. **These consumers can walk across the freeway on Placentia to the Elementary school just a few blocks away.** We do not have the Fire Department and emergency resources to deal with the hundreds of consumers from this facility.



Mead Valley is an Environmental Justice Community that is one of the poorest communities in the state.

People with substance abuse and mental health issues from all over Riverside County and other Counties will be bussed to this facility every day. This is a gated facility and yet the residents at the MAC meeting were told that a community shopping center would be built as part of the project. That is a fabrication of the truth as this is a gated facility. We have a number of shopping centers just on the other side of the freeway from this proposed Project. Carnitas off of Orange, Food for Less and Stater Bros off of Nuevo and a Wal-Mart off of Perris Blvd. The residents do not need a grocery store that is gated off from access.

This facility now has 517 beds up from over 100 when first proposed. It seems to be growing each time that this is proposed to different communities.

The location is currently slated to house the Transportation facility now located on Washington Street in Riverside. The land is almost 20 acres and currently worth \$3 million per acre. The County would be better off finding a more suitable parcel of land elsewhere that is worth far less. This facility will not generate any revenue for our community, but instead will be a huge burden to the community and County resources.

This facility is designed to go into a city environment that has the facilities and resources to accommodate the needs of the residents living inside and outside of the Wellness Center. The Residents Association of Mead Valley asks the Board of Supervisors to relocate this project to a more suitable location. RAMV is prepared to file suit if this project moves forward into Mead Valley as it will destroy our community.

Sincerely,



Debbie Walsh
President, RAMV

Exhibit A

Chapter 17.100 - M-SC MANUFACTURING-SERVICE COMMERCIAL ZONE

Sections:

17.100.010 - Statement of intent.

It is the intent of the board of supervisors in amending this chapter to: (1) promote and attract industrial and manufacturing activities which will provide jobs to local residents and strengthen the county's economic base; (2) provide the necessary improvements to support industrial growth; (3) insure that new industry is compatible with uses on adjacent lands; and (4) protect industrial areas from encroachment by incompatible uses that may jeopardize industry.

(Ord. 348, § 11.1)

17.100.020 Uses permitted.

- A. Agricultural uses of the soils for crops, including the grazing of not more than two mature farm animals per acre and their immature offspring.
- B. The following uses are permitted provided a plot plan is approved pursuant to the provisions of Chapter 17.216:
 - 1. The following industrial and manufacturing uses:
 - a. Food products:
 - i. Meat and poultry products, not including meat packing or slaughtering,
 - ii. Dairy products, not including dairies,
 - iii. Canning and preserving fruits and vegetables,
 - iv. Grain and bakery products,
 - v. Sugar and confectionery products,
 - vi. Nonalcoholic beverages,
 - vii. Ice;
 - b. Textile products:
 - i. Cotton, wool, and synthetic weaving and finishing mills,
 - ii. Wearing apparel and accessory products,
 - iii. Knitting mills,
 - iv. Floor covering mills,
 - v. Yarn and thread mills;
 - c. Lumber and wood products:

- i. Saw and planing mills,
 - ii. Manufacture of containers and crates,
 - iii. Fabrication of wood buildings and structures,
 - iv. Lumber yards,
 - v. Manufacture of furniture and fixtures including cabinets, partitions and similar items,
 - vi. Fabrication of manufactured housing and mobilehome;
- d. Paper products:
- i. Paper and paperboard mills,
 - ii. Manufacture of containers and boxes,
 - iii. Paper shredding,
 - iv. Deleted,
 - v. Printing and publishing of newspapers, periodicals, books, forms, cards, and similar items,
 - vi. Binding of books and other publications;
- e. Chemicals and related products:
- i. Manufacture of organic and inorganic compounds, not including those of a hazardous nature,
 - ii. Manufacture of drugs and pharmaceuticals,
 - iii. Soaps, cleaners and toiletries,
 - iv. Manufacture of agricultural chemicals, not including pesticides and fertilizers;
- f. Leather products:
- i. Tanning and finishing of leather,
 - ii. Manufacture of handbags, luggage, footwear, and other personal leather goods;
- g. Stone, clay, glass, and concrete products:
- i. Stone cutting and related activities,
 - ii. Pottery and similar items,
 - iii. Glass blowing, pressing and cutting,
 - iv. Glassware products,
 - v. Manufacture of concrete, gypsum, plaster and mineral products;
- h. Metal products:
- i. Manufacture of cans and containers,
 - ii. Cutlery, tableware, hand tools, and hardware,
 - iii. Plumbing and heating items,
 - iv. Wrought iron fabrication,
 - v. Manufacture and assembly of fencing,
 - vi. Machine, welding and blacksmith shops,

- vii. Metal stamps and forged metal products,
- viii. Fabrication of metal buildings,
- ix. Manufacture of ordnance and firearms, not including explosives,
- x. Jewelry;
- i. Machinery:
 - i. Engines, turbines and parts,
 - ii. Farm, garden construction, and industrial machinery,
 - iii. Office and computing machines,
 - iv. Refrigeration and heating equipment,
 - v. Equipment sales, rental and storage;
- j. Electrical equipment:
 - i. Electrical and electronic apparatus and components,
 - ii. Appliances,
 - iii. Lighting and wiring,
 - iv. Radio, television and communications equipment,
 - v. Musical and recording equipment;
- k. Transportation and related industries:
 - i. Vehicles, aircraft, boats and parts manufacture,
 - ii. Railroad equipment,
 - iii. Motorcycles, bicycles and parts manufacture,
 - iv. Travel trailers and recreational vehicles manufacture,
 - v. Railroad yards and stations,
 - vi. Vehicle storage and impoundment,
 - vii. Trailer and boat storage;
- 1. Engineering and scientific instruments:
 - i. Measuring devices, watches, clocks and related items,
 - ii. Optical goods, medical instruments, supplies, and equipment and photography equipment;
- m. Industrial uses:
 - i. Cotton ginning,
 - ii. Public utility substations and storage yards,
 - iii. Heliports,
 - iv. Building movers storage yard,
 - v. Mini warehouses,
 - vi. Warehousing and distribution,
 - vii. Communications and microwave installations,
 - viii. Cold storage plant,

- ix. Contractor storage yards.
2. The following service and commercial uses:
- a. Banks and financial institutions;
 - b. Blueprint and duplicating services;
 - c. Gasoline and diesel service stations, not including the concurrent sale of beer and wine for off-premises consumption;
 - d. Laboratories, film, medical, research, or testing centers;
 - e. Office equipment sales and service;
 - f. Offices, professional sales and service, including business, law, medical, dental, chiropractic, architectural and engineering;
 - g. Parking lots and parking structures;
 - h. Restaurants and other eating establishments;
 - i. Vehicle and motorcycle repair shops;
 - j. Barber and beauty shops;
 - k. Body and fender shops, and spray painting;
 - l. Building materials sales yard;
 - m. Day care centers;
 - n. Health and exercise centers;
 - o. Hardware and home improvement center;
 - p. Mobilehomes, provided they are kept mobile and licensed pursuant to state law, when used for: sales offices on mobilehome sales lots; construction offices and caretakers quarters on construction sites for the duration of a valid building permit; agricultural worker employment offices for a maximum of ninety (90) days in any calendar year; caretaker's quarters and office, in lieu of any other one-family dwelling located on the same parcel as a permitted industrial use;
 - q. One-family dwellings on the same parcel as the industrial or commercial use, provided such dwellings are occupied exclusively by the proprietor or caretaker of the use and their immediate family;
 - r. Nurseries and garden supply stores;
 - s. Car and truck washes;
 - t. Signs, on-site advertising;
 - u. Feed and grain sales;
 - v. Truck and trailer sales and rental;
 - w. Fortune telling, spiritualism, or similar activity;

- x. Mobilehome sales lots;
 - y. Recycling collection facilities;
 - z. Churches, temples, or other structures used primarily for religious worship.
- C. The following uses are permitted provided a conditional use permit has been granted pursuant to Chapter 17.200:
1. Meat packing plants, not including slaughtering or rendering of animals;
 2. Cemeteries, crematories and mausoleums;
 3. Paper storage and recycling, not within a building;
 4. Brewery, distillery or winery;
 5. Acid and abrasives manufacturing;
 6. Fertilizer production, organic or inorganic;
 7. Petroleum and bulk fuel storage, above ground, pursuant to county Ordinance No. 546;
 8. Paints and varnishes manufacturing and incidental storage;
 9. Concrete batch plants and asphalt plants;
 10. Recycling processing facilities;
 11. Deleted;
 12. Airports;
 13. Poultry and egg processing;
 14. Recycling of wood, metal and construction wastes;
 15. Natural gas storage, above ground;
 16. Drive-in theaters;
 17. Disposal service operations, not including transfer stations;
 18. Draying, freighting and trucking operations;
 19. Solar power plant on a lot ten (10) acres or larger.
 20. Parolee-probationer home developed in accordance with the standards set forth in Section 18.52 of this ordinance.
- D. Any mining operation that is subject to the California Surface Mining and Reclamation Act of 1975, provided a valid surface mining permit has been granted pursuant to county Ordinance No. 755.
- E. Reserved.
- F. Sex-oriented businesses, subject to the provisions of county Ordinance No. 743. The uses listed in subsections A, B and C of this section do not include sex-oriented businesses.
- G. Any use that is not specifically listed in subsections B and C of this section may be considered a permitted or conditionally permitted use; provided, that the planning director finds that the proposed use is substantially the same in character and intensity as those listed in the designated subsections. Such use is subject to the permit process which governs the category in which it falls.
- H. Industrial hemp activities are permitted or conditionally permitted in subsections A., B., or C. in section 17.100.020 pursuant to the provisions set forth in chapter 17.306 of this

ordinance including, but not limited to, permit processing, location, standards and approval requirements.

(Ord. 348.3857, 1995; Ord. 348.3753, 1994; Ord. 348.3047, 1989; Ord. 348.3043, 1989; Ord. 348.3023, 1989; Ord. 348.2669, 1987; Ord. 348.2496, 1985; Ord 348 § 11.2)

(Ord. 348.4705, § 6, 11-8-2011; Ord. 348.4744, § 4, 6-19-2012; Ord. No. 348.4911, § 10, 9-10-2019; Ord. No. 348.4931 , § 6, 11-10-2020)



Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Debbie Wash

Address: MEAD VALLEY

City: _____ Zip: _____

Phone #: _____

Date: 7-11 Agenda # 3-48

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support Oppose Neutral

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.

Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Victoria Sanchez

Address: 20020 Smith Rd

City: Perris Zip: 92570

Phone #: 951-830-3854

Date: 7-11-2023 Agenda # 3.48

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support Oppose Neutral

I give my 3 minutes to: Debbie Walsh

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