

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



**ITEM: 3.17
(ID # 22199)**

MEETING DATE:
Tuesday, August 29, 2023

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of the Second Amendment to Lease between County of Riverside and Dr. Javier Rios, A Medical Corporation, a California corporation, at the Mead Valley Community Center, 21091 Rider Street, Perris, CA 92570, 5 Year Lease Extension, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061 (b)(3), District 1. [\$0] (Clerk to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find 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. Approve the attached Second Amendment to Lease with Dr. Javier Rios, A Medical Corporation, for the Mead Valley Community Center, and authorize the Chair of the Board of Supervisors to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

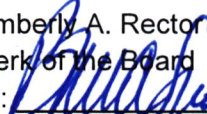
ACTION:Policy


Rose Salgado, Director of Facilities Management 8/3/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: August 29, 2023
xc: FM-RE, 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	\$ 0	\$0	\$0	\$ 0
NET COUNTY COST	\$ 0	\$0	\$0	\$ 0
SOURCE OF FUNDS: 100% General Fund 10000			Budget Adjustment: No	
			For Fiscal Year: 23/24-28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On November 13, 2013, Facilities Management-Real Estate (FM-RE) approved the Lease Agreement (“Agreement”) by and between the County of Riverside (“County”) and Dr. Javier Rios, A Medical Corporation, a California corporation (“Lessee” or “Dr. Rios”), for the Mead Valley Community Center. The initial term of the Agreement was for five (5) years and provided an option to extend for an additional five-years expiring November 12, 2023. During the term of this Agreement, Lessee is obligated to provide medical and dental services to the low- and moderate-income residents of the Community of Mead Valley and Riverside County.

FM-RE now proposes to update the Agreement through this Second Amendment to the Lease. This update effort serves to extend the term an additional five (5) years, expiring November 12, 2028.

Pursuant to the California Environmental Quality Act (CEQA), the Second Amendment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), “Common Sense” Exemption. The proposed project, the Second Amendment, is the continuation of the letting of property involving existing facilities with no significant physical changes, and no expansion of an existing use occurring.

This Second Amendment is summarized below:

Lessee: Dr. Javier Rios, A Medical Corporation
495 E. Rincon Street, Suite 215
Corona, California 92879

Premises: 21091 Rider Street
Perris, California 92570

Term: Five (5) years commencing November 13, 2023 and terminating November 12, 2028

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

Size: 6,379 square feet

	<u>Current</u>		<u>New</u>	
Rent:	\$ 0.97	per sq. ft.	\$ 2.00	per sq. ft.
	\$ 6,159.40	per month	\$ 12,758.00	per month
	\$73,912.80	per year	\$153,096.00	per year

Utilities: Lessee to pay for telephone and internet, County pays for all other services.

Maintenance: Provided by County. Lessee responsible for all necessary maintenance, repair and replacement of equipment.

Custodial: Provided by Lessee

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

Impact on Citizens and Businesses


Dr. Rios will continue to provide medical and dental services to the community for the benefits of residents and the general population of the Community of Mead Valley.

ATTACHMENTS:

- Aerial Image
- Notice of Exemption
- Second Amendment to Lease


Veronica Santillan, Principal Management Analyst 8/21/2023

County of Riverside
Facilities Management
3450 14th St, 2nd Floor, Riverside, CA

FOR COUNTY CLERK USE ONLY		
FILED / POSTED		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202300902 08/29/2023 12:12 PM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

July 11, 2023

Project Name: Approval of Second Amendment with Dr. Javier Rios, a Medical Corporation, a California corporation at the Mead Valley Community Center Perris

Project Number: FM047552005600

Project Location: 21091 Rider Street, west of Lee Road, Perris, California, Assessor's Parcel Number (APN) 255-080-041

Description of Project: On November 13, 2013, Facilities Management-Real Estate (FM-RE) approved the Lease Agreement (Agreement) by and between the County of Riverside (County) and Dr. Javier Rios, a Medical Corporation, a California corporation (Lessee), for the Mead Valley Community Center. The Agreement was for a term of five years with no rent paid for the first six months. This lease provided an option to extend for an additional five-years expiring November 12, 2023. During the term of this Agreement, Lessee is obligated to provide medical and dental services to the low- and moderate-income residents of the Community of Mead Valley and Riverside County. On July 25, 2014, FM-RE approved the First Amendment to Lease to add seven and one-half months of free rent as reimbursement for the purchase of certain equipment in addition to the first six-month free rent.

FM-RE now proposes to update the Agreement through a Second Amendment to the Lease. This would extend the term an additional five years, expiring November 12, 2028.

The Second Amendment to the Agreement is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is for the use of existing facilities and no expansion of the existing facility will occur. The operation of the facilities will continue to provide community services. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

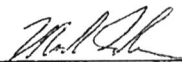
Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

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

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

- **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 continued use of the existing community center in Mead Valley. The project would not substantially increase or expand the use of the sites; and is limited to revising the reimbursement of services structure and the extension of term, which will result in the continued use of the sites 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 to the Agreement is limited to an extension of term for continued use of existing facilities which will not expand or increase the capacity or intensity of use of the sites. The use and operation of the facilities 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 sites 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: 7-11-2023
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

1 **SECOND AMENDMENT TO LEASE**

2 **21091 Rider Street, Suite 218, Perris, California**

3
4 **THIS SECOND AMENDMENT TO LEASE** ("Second Amendment"), dated as of
5 August 29, 2023, is entered into by and between the **COUNTY OF**
6 **RIVERSIDE**, a political subdivision of the State of California, ("County"), and **DR.**
7 **JAVIER RIOS, A MEDICAL CORPORATION**, a California Corporation ("Lessee").

8 **RECITALS**

9 a. The County and Lessee have entered into that certain Revenue Lease
10 dated November 13, 2013, pursuant to which County has agreed to lease to Lessee
11 and Lessee has agreed to lease from County that certain building located at 21091
12 Rider Street, Suite 218, Perris, California, ("Building"), as more particularly described in
13 the original Lease (the "Original Premises").

14 b. The Original Lease has been amended by:

15 1. That certain First Amendment to Lease dated July 25, 2014, by and
16 between County and Lessee (the "First Amendment"), whereby the Parties amended
17 the Lease to grant Lessee 7.5 months of free rent as reimbursement for the purchase
18 of equipment.

19 c. The Original Lease, as heretofore, currently, or hereafter amended, shall
20 hereafter be referred to as the "Lease".

21 d. County and Lessee now desire to amend the Lease to extend the term,
22 modify the rental amounts, and update the notification addresses for both Parties.

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

25 1. **TERM.** Section 1.2 of the Lease is hereby amended and replaced
26 as follows: The term of this Lease shall be extended for a period of five (5) years,
27 effective November 13, 2023 and expiring November 12, 2028 ("Extended Term").
28 Thereafter, Lessee may request one (1) extension of the Lease for an additional five

1 (5) years ("Option Term"), provided Lessee sends written notice to County of their
2 request to exercise the option to extend the Lease within ninety (90) days prior to the
3 expiration of the Extended Term.

4 2. RENT. Section 2.1 of the Lease is hereby amended and
5 replaced by the following: Lessee shall pay \$12,758.00 per month to County as rent for
6 the Building, payable on the first day of each and every month during the term of the
7 Agreement. The rent shall be increased by three (3%) percent annually during the
8 Extended Term and any Option Term, commencing November 13, 2024.

9 3. NOTICES. Section 11.4 of the Lease is hereby amended by the
10 following:

11 County's Notification Address:

12 County of Riverside

13 Facilities Management – Real Estate Division

14 3450 14th Street, Suite 200

15 Riverside, CA 92501

16 Lessor's Notification Address:

17 Dr. Javier R. Rios, M.D. Clinica Medica Familiar

18 495 E. Rincon Street, Suite 215

19 Corona, CA 92879

20 Attention: Virginia Villanueva, Corporate Administrator

21 4. SECOND AMENDMENT TO PREVAIL. The provisions of this
22 Second Amendment shall prevail over any inconsistency or conflicting provisions of the
23 Lease, as heretofore amended, and shall supplement the remaining provision thereof.

24 5. MISCELLANEOUS. Except as amended or modified herein, all the
25 terms of the Original Lease shall remain in full force and effect and shall apply with the
26 same force and effect. Time is of the essence in this Amendment and the Lease and
27 each and all their respective provisions. Subject to the provisions of this Lease as to
28 assignment, the agreements, conditions, and provisions herein contained shall apply to

1 and bind the heirs, executors, administrators, successors and assigns of the parties
2 hereto. If any provisions of this Amendment or the Lease shall be determined to be
3 illegal or unenforceable, such determination shall not affect any other provision of the
4 Lease and all such other provisions shall remain in full force and effect. The language
5 in all parts of the Lease shall be construed according to its normal and usual meaning
6 and not strictly for or against either Lessor or County. Neither this Amendment, nor the
7 Original Lease, nor any notice nor memorandum regarding the terms hereof, shall be
8 recorded by Lessee.

9 6. CAPITAL TERMS. Second Amendment to prevail. Unless defined
10 herein or the context requires otherwise, all capitalized terms herein shall have the
11 meaning defined in the Lease, as heretofore amended. The provisions of this Second
12 Amendment shall prevail over any inconsistency or conflicting provisions of the Lease,
13 as heretofore amended, and shall supplement the remaining provision hereof.

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

(Signatures on following page)

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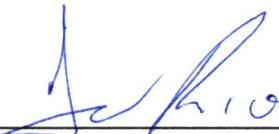
1 WITNESS WHEREOF, the parties have executed this Second
2 Amendment to Lease as of the date first written above.

3 DATED: 8/29/23
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5 COUNTY OF RIVERSIDE, a political
6 subdivision of the State of California

DR. JAVIER RIOS, A
MEDICAL CORPORATION, a California
corporation

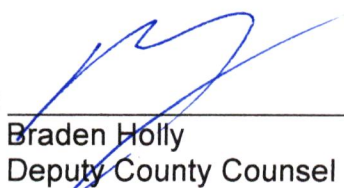
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8
9 By: 
10 Kevin Jeffries, Chair
Board of Supervisors

By: 
Dr. Javier R. Rios, President

11 ATTEST:
12 Kimberly Rector
13 Clerk of the Board

14 By: 
15 Deputy

16
17 APPROVED AS TO FORM:
18 Minh C. Tran
County Counsel

19
20 By: 
21 Braden Holly
22 Deputy County Counsel

23
24
25
26
27 MH:kt/07052023/PR056/30.960
28

Mead Valley Community Center - DR. JAVIER RIOS

21091 Rider Street, Perris, CA 92570



Legend

- Parcels
- Blueline Streams
- City Areas



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.

0 376 752 Feet

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Notes

District 1
Leased space within the outline blue area
APN 318-210-050