12-2

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



FROM: Economic Development Agency

SUBMITTAL DATE: January 12, 2011

SUBJECT: First Amendment to Revenue Lease with Clinicas De Salud Del Pueblo, Inc., between Lessee and Community Health Agency, Mecca, California

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the attached First Amendment to Revenue Lease; and
- 2. Authorize the Chairman of the Board to execute the same on behalf of the county.

BACKGROUND: On August 23, 2005, the Board of Supervisors approved a Revenue Lease granting Clinicas de Salud Del Pueblo, a health service provider under contract with Community Health Agency, the use of approximately 8,685 square feet of county-owned clinic space at the Mecca Family Services Center and Community Health Agency. Clinicas de Salud Del Pueblo continues to provide public service to area residents.

Assistant County Executive Officer/EDA By Lisa Brandl, Managing Director In Current Year Budget: **Current F.Y. Total Cost:** \$ 0 Yes **FINANCIAL Budget Adjustment: Current F.Y. Net County Cost:** \$0 No DATA **Annual Net County Cost:** \$0 For Fiscal Year: 2010/11 **COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No Positions To Be** SOURCE OF FUNDS: N/A **Deleted Per A-30** Requires 4/5 Vote C.E.O. RECOMMENDATION: APPROVE

Sargent County Executive Office Signature Jennifer

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Buster, Stone, Benoit and Ashley

Nays:

None

Absent:

Tavaglione

Date:

January 25, 2011

EDA, Public Health

Prev. Agn. Ref.: 4.1, 03/25/03, 4.2 04

Agenda Nun

Kecia Harper-Ihem

Clerk of the Board

Economic Development Agency

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Community Health Agency, Mecca, California January 12, 2011

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BACKGROUND: (Continued)

The Community Health Agency is still under contract with Clinicas de Salud Del Pueblo through June 30, 2011. Therefore, Community Health Agency desires to amend the Revenue Lease by extending the lease for one year to comply with Clinicas de Salud Del Pueblo contract.

This First Amendment to Revenue Lease is summarized below:

Location:

Mecca Family Services Center and Community Health Clinic

91-275 Avenue 66, Mecca

Lessee:

Clinicas De Salud Del Pueblo, Incorporated

Size:

Approximately 8,685 square feet

Term:

One (1) year, through June 30, 2011

Monthly Revenue

\$10,070.06

Yearly Revenue

\$120,840.72

Utilities:

Lessee pays for telephone, data and electrical services for leased premises.

Custodial:

Lessee pays for custodial services to the leased premises.

Maintenance:

County, at its expense, provides interior and exterior maintenance.

The attached First Amendment to Revenue Lease has been reviewed and approved by County Counsel as to form.

FINANCIAL DATA:

All associated costs for the First Amendment to Revenue Lease will be fully reimbursed by Community Health Agency through Revenue Funds. Community Health Agency has budgeted for these costs in FY 2010/11.

Attachments:

• First Amendment to Revenue Lease

FIRST AMENDMENT TO REVENUE LEASE (MECCA FAMILY SERVICE CENTER AND COMMUNITY HEALTH CLINIC, 91-275 Avenue 66, Mecca, California)

COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called ("County"), and CLINICAS DE SALUD DEL PUEBLO, Inc., a California corporation, herein called ("Lessee"), hereby agree to amend that certain Revenue Lease dated August 23, 2005, between them for the premises located at 91-275 Avenue 66, Mecca, California, as more particularly shown on Exhibit "A", attached hereto and made a part hereof.

- 1. <u>Term.</u> Section 4 (a) the Term of the original Revenue Lease is hereby extended for a period of one (1) year, and shall expire at midnight on September 14, 2011.
- 2. **Rent.** The monthly rent for the premises for the extended term of one (1) year shall be Ten Thousand, Seventy Dollars and six cents (\$10,070.06) per month, payable directly to Community Health Clinic on the first day of each and every month.
- 3. Options. Pursuant to Section 5 of original Revenue Lease, "County" hereby, agrees to enter into this First Amendment to Revenue Lease knowing that "Lessee" has not provided the requested option notice of said original Revenue Lease. "Parties" have agreed to forego the requirements of section 5, regarding exercising the option to extend the Revenue Lease by Lessee. County and Lessee waive this section pertaining to this First Amendment to Revenue Lease. Parties have negotiated and agreed upon the new First Amendment to Revenue Lease terms as they are provided herein.
- 4. **Entire Lease.** This First Amendment to Revenue Lease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith. This First Amendment to

Revenue Lease may be changed or modified only upon the written consent of the 1 2 parties hereto. 5. Except as modified or supplemented by this First Amendment to Revenue 3 Lease all other terms and conditions of the Revenue Lease shall remain in full force 4 and effect. 5 /// 6 7 | /// | /// 9 | /// 10 | /// 11 | /// 12 | /// 13 /// 14 | /// 15 |/// 16 | /// 17 |/// 18 |/// 19 |/// 20 |/// 21 /// 22 /// 23 | /// 24 | /// 25 | /// 26 | /// 27 /// /// 28

1	6. This First Amendment to Revenue Lease shall not be binding or consummate
2	until its approval by the Riverside County Board of Supervisors.
3	Dated:
4	CLINICAS DE SALUD DEL PUEBLO, Inc.
5	By: Work Bell
6	Title: Chief Executive Officer
7	By:
в∥	Title:
9	
o	COUNTY OF RIVERSIDE
1	
2	By: 36 Bustu
3	By:Bob Buster, Chairman
4	Board of Supervisors
5	ATTEST:
	Kecia Haper-Ihem Clerk of the Board
7	
в	Karani parta.
9	By: Deputy
o	Бершу
' 11	APPROVED AS TO FORM:
וו ר	Pamela J. Walls County Counsel
3	
4	By: Dynthia M. Gowiel
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3	Deputy County Counsel
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5 7	Synthia M. Gunzel Deputy County Counsel

