

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

525



FORM APPROVED COUNTY COUNSEL
BY: *Sybil Harris* 12-7-11
DATE: _____
SYBIL HARRIS, COUNTY COUNSEL

FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:

January 11, 2012

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

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached Second Amendment to Revenue Lease;
2. Authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Find that the Project is exempt from the California Environment Quality Act (CEQA) pursuant to Section 15301 Existing Facilities.

BACKGROUND: On January 25, 2011, the Board of Supervisors approved a First Amendment to 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.

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: January 24, 2012
xc: EDA, Public Health

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 4.1 of 3/25/03, 4.2 of 4/29/03, 3.18 of 8/23/05, 3.14 of 1/25/11

District: 4

Agenda Number:

3.21

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

Clinicas de Salud Del Pueblo continues to provide public service to area residents. The Community Health Agency (CHA) has extended their contract with Clinicas de Salud Del Pueblo through September 14, 2016. Therefore, CHA desires to amend the Revenue Lease by extending the Lease for five years to comply with Clinicas de Salud Del Pueblo service contract.

Pusuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under CEQA guidelines 15301, class 1 – Existing Facilities. The proposed project, the Lease, is the letting of property involving existing facilities with minor tenant improvement alterations and no expansion of an existing use will occur.

This Second 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, Inc.
Size:	Approximately 8,685 square feet
Term:	Five (5) years, September 15, 2011 through September 14, 2016
Monthly Revenue:	\$10,683.34
Yearly Revenue:	\$128,200.08
Annual Increase:	Three (3) percent
Utilities:	Lessee pays for telephone, data and electrical services for leased premises.
Custodial:	Lessee pays for custodial services to the leased premises as per schedule.
Maintenance:	County, at its expense, provides interior and exterior maintenance.

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

FINANCIAL DATA:

All associated costs for the Second Amendment to Revenue Lease will be fully reimbursed by CHA through Revenue Funds. CHA has budgeted for these costs in FY 2011/12.

Attachments: Second Amendment to Revenue Lease

1 **SECOND AMENDMENT TO REVENUE LEASE**
2 **(MECCA FAMILY SERVICE CENTER AND COMMUNITY HEALTH CLINIC,**
3 **91-275 Avenue 66, Mecca, California)**

4 This **SECOND AMENDMENT TO REVENUE LEASE** ("Second Amendment to
5 Revenue Lease") is made as of January 24, 2012, by and between **COUNTY OF**
6 **RIVERSIDE**, a political subdivision of the State of California, herein called "County",
7 and **CLINICAS DE SALUD DEL PUEBLO, Inc.**, a California corporation, herein called
8 "Lessee".

9 **1. Recitals**

10 a. County and Lessee have entered into that certain Revenue Lease dated
11 August 23, 2005, between them for the premises located at 91-275 Avenue 66, Mecca,
12 (the "Revenue Lease") pursuant to which Lessee has agreed to lease that certain
13 building located at 91-275 Avenue 66, Mecca, California, as described within the
14 Lease.

15 b. The Original Revenue Lease has been amended by that certain First
16 Amendment to Revenue Lease dated January 25, 2011, by and between County of
17 Riverside and Clinicas De Salud Del Pueblo, Inc. (the "First Amendment to Revenue
18 Lease")

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

21 **2. Capitalized Terms: Second Amendment to Revenue Lease to Prevail.**

22 Unless defined herein or the context requires otherwise, all capitalized terms herein
23 shall have the meaning defined in the Revenue Lease, as heretofore amended. The
24 provisions of the Second Amendment to Revenue Lease shall prevail over any
25 inconsistency or conflicting provision of the Lease, as heretofore amended, and shall
26 supplement the remaining provision thereof. The Revenue Lease remains in full force
27 and effect except to the extent amended by this Second Amendment to Revenue
28 Lease.

1 **3. Term.** The term of the Revenue Lease has expired and shall be extended Five
2 (5) years, and shall expire at midnight on September 15, 2016.

3 **4. Rent.** The monthly rent for the premises during the extended term shall be
4 Ten thousand, Six Hundred Eighty Three Dollars and Thirty-four Cents (\$10,683.34)
5 per month, payable directly to Community Health Clinic on the first day of each and
6 every month.

7 **5. Custodial.** Section 10 (b) of the Revenue Lease shall be amended as follows:
8 Lessee shall pay the following amounts for custodial services performed within the
9 leased premises as follows:

<u>YEAR</u>	<u>AMOUNT</u>
1	\$7,500.00
2	\$7,500.00
3	\$8,000.00
4	\$8,000.00
5	\$8,500.00

16 **6. Entire Lease.** This Second Amendment to Revenue Lease is intended by the
17 parties hereto as a final expression of their understanding with respect to the subject
18 matter hereof and as a complete and exclusive statement of the terms and conditions
19 thereof and supersedes any and all prior and contemporaneous leases, agreements
20 and understandings, oral or written, in connection therewith. This Second Amendment
21 to Revenue Lease may be changed or modified only upon the written consent of the
22 parties hereto.

23 **7.** Except as modified or supplemented by this Second Amendment to Revenue
24 Lease all other terms and conditions of the Revenue Lease shall remain in full force
25 and effect.

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27 ///

28 ///

1 8. This Second Amendment to Revenue Lease shall not be binding or
2 consummated until its approval by the Riverside County Board of Supervisors.

3 Dated: _____
4

5 **CLINICAS DE SALUD DEL PUEBLO, Inc.**

6 By: Glenn Bell

7 Title: Chief Executive Officer

8 By: _____

9 Title: _____
10

11 **COUNTY OF RIVERSIDE**

12
13 By: John Tavaglione

14 John Tavaglione, Chairman
15 Board of Supervisors

16 **ATTEST:**

17 Kecia Harper-Ihem
18 Clerk of the Board

19 By: Karenington
20 Deputy

21 **APPROVED AS TO FORM:**

22 Pamela J. Walls
23 County Counsel

24 By: Synthia M. Gunzel
25 Synthia M. Gunzel
26 Deputy County Counsel
27

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