

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



**ITEM: 3.7
(ID # 17174)**

MEETING DATE:

Tuesday, October 26, 2021

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Ratification and Approval of the Revenue Lease By and Between the County of Riverside and Renu-Hope Foundation, a California Non-Profit Corporation, Located in the Unincorporated Area of Perris, 3-Year Lease, CEQA Exempt, District 1. [\$0] (Clerk of the Board to file the Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 (c) – Existing Facilities and Section 15061 (b) (3) – Common Sense Exemption;
2. Ratify and Approve the Revenue Lease by and between County of Riverside and Renu-Hope Foundation and authorize the Chair of the Board to execute the same on behalf of the County; and
3. Authorize and direct the Clerk of the Board to file Notice of Exemption within five business days.


ACTION:Policy


Rose Salgado, Director of Facilities Management 10/5/2021

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Hewitt
Date: October 26, 2021
xc: FM, Recorder

Kecia R. Harper
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: N/A			Budget Adjustment: No	
			For Fiscal Year: 2021/22-2024/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside (County) and Renu-Hope Foundation (Renu-Hope) entered into a lease agreement on July 2, 2014, to occupy the facility located at Mead Valley Community Center on 21091 Rider Street, Perris, CA 92570. Through this initial lease, Renu-Hope operates a subsidized child-care program serving up to 104 families. In addition to their child-care program, this community-based non-profit provides families with vocational and education training that leads to self-sufficiency.

The term of this new Revenue Lease Agreement (Lease) will be for a period of three (3) years with three (3) options to renew the Lease for one (1) year per option. This facility continues to meet the needs of the residents living in the unincorporated area of Perris, CA.

The purpose of this Form 11 is to obtain Board approval of the Lease for Renu-Hope to continue to occupy the premises and provide child-care services.

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1-Existing Facilities and Section 1061 (b) (3) – common sense exemption. The proposed project, the Lease, is the letting of property where no or negligible expansion of an existing use will occur.

The Lease is summarized as follows:

Location: Mead Valley Community Center
21091 Rider Street, Perris, CA 92570

Lessor: County of Riverside

Lessee: Renu-Hope Foundation

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

Size: 10,502 square feet

Term: September 1, 2021 and expires on August 31, 2024

Rent: \$1.50 psf
\$15,753.00 per month
\$189,036 per year

Annual Escalator: 2.5% annually

Current Option: A right to three (3) options each for one (1) year.
Lessee shall provide Lessor with sixty (60) days' notice to exercise option

Maintenance: County provides maintenance

Utilities: County provides electrical, water and refuse collection. Lessee is responsible for telephone and data services.

Custodial: Lessee provides all custodial services.

Parking: Lessee shall utilize adjacent parking facilities on the property for its employees, customers, and invitees.

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

Impact on Citizens and Businesses

This facility will continue to serve disadvantaged and at-risk children from birth to school age in the Mead Valley area. Renu-Hope subsidizes child-care and family support services in the community.

SUPPLEMENTAL:

Additional Fiscal Information

Costs associated by this Revenue Lease Agreement will be paid as stated in the Revenue Lease Agreement.

Attachments:

- Lease
- Notice of Exemption
- Aerial Image

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

FV:ar/05112020



Meghan Hahn, Senior Management Analyst

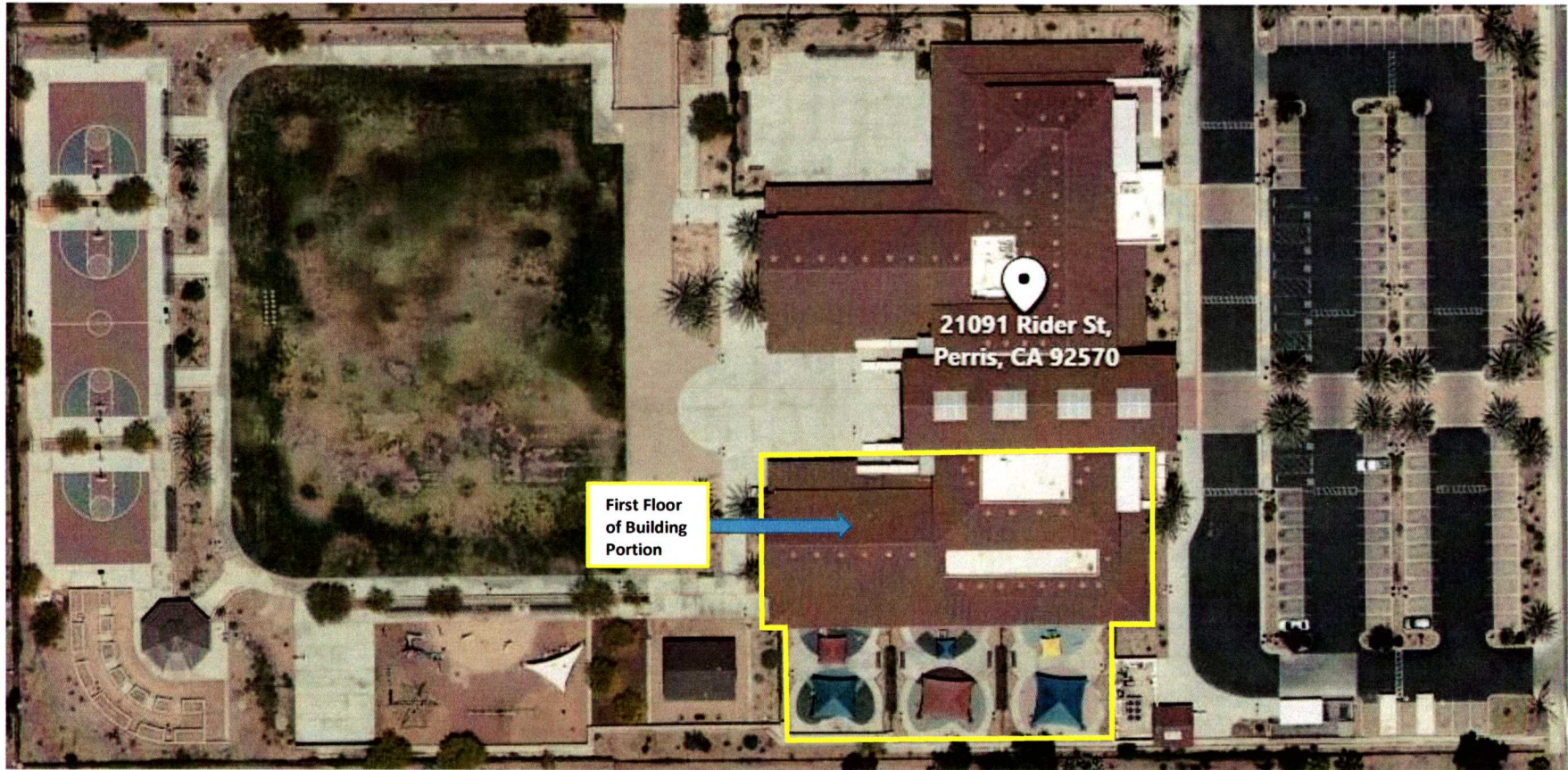
10/15/2021



Gregory V. Priapos, Director County Counsel

10/7/2021

Mead Valley Senior Center
21091 Rider Street, Perris, CA 92570
Renu-Hope Foundation



County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA

FOR COUNTY CLERK USE ONLY
Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on. YPR
10/29/21 Date Initial

NOTICE OF EXEMPTION

September 9, 2021

Project Name: Mead Valley Community Center Revenue Lease Agreement

Project Number: FM0417200314

Project Location: 21091 Rider Street, west of Lee Road, Perris, California 92570, Assessor's Parcel Numbers (APNs): 318-210-050, 318-210-070

Description of Project: The County of Riverside and Renu-Hope Foundation initially entered a lease contract on July 1st, 2014, to occupy the facility located at Mead Valley Community Center on 21091 Rider Street, Perris, CA 92570. This non-profit organization since then has fully established (on the 1st floor) a subsidized child-care program serving up to 104 children ages 0-11. In addition to their child-care program, this community-based entity provides families with vocational and education training that leads to self-sufficiency. The County and Renu-Hope Foundation are seeking a new Revenue Lease Agreement for the continued occupancy of the facility and meet the needs of the residents.

The term of the agreement will be for a period of three years with three options to renew the agreement for one year each. This facility continues to meet the needs of the residents living in the unincorporated area of Perris, California. The Revenue Lease Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the facilities will continue to provide public services and will not result in an expansion of existing use. 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 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 Revenue Lease Agreement.

- **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 Revenue Lease Agreement is an administrative function and would not result in any direct or indirect physical environmental impacts. 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: _____

Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

Date: _____

9/9/21

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Mead Valley Community Center Revenue License Agreement

Accounting String: 528500-100000000000-7201300000 - FM0417200314

DATE: September 9, 2021

AGENCY: Riverside County Facilities Management

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Facilities Management

Signature: 

PRESENTED BY: Florycell Valenzuela, Real Property Agent, Facilities Management

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA 92507

Date: September 9, 2021
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk
From: Mike Sullivan, Senior Environmental Planner, Facilities Management
Subject: **County of Riverside Facilities Management Project # FM0417200314
Mead Valley Community Center Revenue Lease Agreement**

The Riverside County's Facilities Management's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #2600

**Attention: Mike Sullivan, Senior Environmental Planner,
Facilities Management,
3133 Mission Inn Avenue, Riverside, CA 92507**

**If you have any questions, please contact Mike Sullivan at 955-8009 or email
at msullivan@rivco.org.**

Attachment

cc: file

1 **REVENUE LEASE AGREEMENT**

2 County of Riverside and

3 Renu-Hope Foundation, a California Non-Profit Organization

4
5 This LEASE AGREEMENT ("Agreement ") is made and entered into on this
6 26th day of October, 2021, by and between the **County of Riverside**, a
7 political subdivision of the State of California, ("County,") and **Renu-Hope**
8 **Foundation**, a California Non-Profit Organization, ("Lessee,") for the property
9 described below upon the following terms and conditions:

10 **RECITALS**

11 **WHEREAS**, the County is the owner of certain real property, commonly known
12 as the Mead Valley Community Center which includes a Child Care Center on Floor 1
13 consisting of approximately 10,502 square feet, located at 21091 Rider Street, Perris,
14 California; and

15 **WHEREAS**, in accordance with California Government Code Section 26227,
16 the County may make available, by a real estate transaction, in this case a Lease
17 Agreement transaction, to a public agency, nonprofit corporation, or nonprofit
18 association any county real property which is not needed for county purposes, to be
19 used to carry out community programs, upon terms and conditions determined by the
20 Board of Supervisors to be in the best interests of the County and the general public;
21 and

22 **WHEREAS**, the County has determined that there is a program needed that
23 would serve a public purpose of providing childcare and comprehensive family care to
24 the local community; and

25 **WHEREAS**, the County desires to provide building space at the Mead Valley
26 Community Center for this purpose; and

1 **WHEREAS**, the Renu-Hope Foundation, a non-profit organization, provides
2 childcare and comprehensive family care services in various communities throughout
3 Riverside County; and

4 **WHEREAS**, Renu-Hope Foundation desires to enter into a lease agreement
5 with County; and

6 **NOW, THEREFORE**, in consideration of the preceding promises and the
7 mutual covenants and for other good and valuable consideration, the parties hereto do
8 hereby agree as follows:

9 **SECTION 1. Property Description.**

10 The property is known as the Mead Valley Community Center and is located at
11 21091 Rider Street, Perris, California, as more particularly shown on Exhibit "A,"
12 attached hereto and incorporated herein by reference and made a part of this Lease
13 Agreement.

14 **SECTION 2. Premises.**

15 (a) The premises hereby consists of approximately 10,502 square feet
16 located at 21091 Rider Street, Perris, California, and consist of a portion of the
17 building space on the first floor of the Mead Valley Community Center (the "Premises")
18 as more particularly shown on Exhibit "B" attached hereto and incorporated herein by
19 reference and made a part of this Lease Agreement.

20 (b) Upon execution of this Lease Agreement, Lessee accepts the Premises
21 in its condition suitable for use, subject to all applicable restrictions of record, zoning
22 and other laws regulating the use of the Premises and subject to the Improvements to
23 be completed by County as set forth in section 7 of this Agreement. Lessee
24 acknowledges that County has made no representations of warranty as to the
25 suitability of the Premises for the conduct of Lessee's business except as otherwise
26 expressly agreed to in writing, or the physical condition of the Property.

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1 **SECTION 3. Use.**

2 (a) Lessee shall occupy the Premises for the purpose of providing child care
3 and comprehensive family services. Any other use must be consented to by the
4 County.

5 (b) Lessee agrees that the use of the Premises and services provided as set
6 forth in this section will continue for the term of this Lease Agreement and any
7 subsequent term extensions.

8 **SECTION 4. Term.** This Lease Agreement shall be effective upon the date of
9 its full execution by the parties hereto. The term of this Lease Agreement shall be for a
10 period of three (3) years (the "Term") commencing on the earlier of (a) the date
11 Lessee occupies the Premises, or (b) the date on which Lessee accepts the Premises
12 for occupancy.

13 **SECTION 5. Monthly Rent.**

14 (a) Lessee shall pay the County the sum of Fifteen Thousand Seven
15 Hundred and Fifty-Three Dollars (\$15,753.00) per month to County as rent for the
16 Premises, payable, in advance, on the first day of the month, provided, however, in
17 the event rent for any period during the term hereof which is for less than one full
18 calendar month said rent shall be pro-rated based upon the actual number of days of
19 said month.

20 (b) Notwithstanding the provisions of this Section, the monthly rent shall be
21 increased on each anniversary of the Lease by an amount equal to two and a half
22 (2.5%) percent of such monthly rental.

23 **SECTION 6. Options to Extend.**

24 (a) County grants to Lessee three (3) options to extend the Term
25 ("Extension Option"). Each Extension Option shall be for a period of one (1) year,
26 subject to the conditions described in this Section 6. These Extension Options shall
27 only be granted to Lessee provided Lessee is not in default pursuant to Section 18 of
28

1 this agreement and County has not exercised County's termination rights as set forth
2 in Section 19.

3 (b) The Extension Option(s) shall be exercised by Lessee delivering to
4 County written notice thereof of no later than sixty (60) days prior to the expiration of
5 the term of this Agreement or respective extended option term.

6 **SECTION 7. On-Site Improvements by Lessee.**

7 (a) Any alterations, improvements, or installation of fixtures to be
8 undertaken by Lessee shall have the prior written consent of County after Lessee has
9 submitted proposed plans for such alterations, improvements or fixtures to County in
10 writing.

11 (b) Lessee agrees to submit any construction and capital improvement
12 plans for the Premises to County for review and approval prior to installation or
13 construction, any alterations and improvements to be made, and fixtures installed, or
14 caused to be made and installed, by Lessee shall become the property of County with
15 the exception of trade fixtures as such term is used in section 1019 of the Civil Code.
16 Lessee understands and agrees that such improvements, alterations and installation
17 of fixtures are subject to state and local building and safety codes and other applicable
18 permits (see County of Riverside Ordinances No. 348 and 457), applicable fire codes,
19 and federal laws, including the Americans with Disabilities Act.

20 **SECTION 8. Signs.** Lessee shall not erect, maintain or display any signs or
21 other forms of advertising upon the premises without first obtaining the written
22 approval of County, which approval shall be in County's sole discretion.

23 **SECTION 9. Furniture.** County shall provide Lessee with certain furniture
24 owned by County as set forth in Exhibit C, attached hereto and by reference made a
25 part of this Lease Agreement, and said furniture shall remain within the premises. In
26 the event Lessee vacates the premises at the expiration or other termination pursuant
27 to this Agreement, said furniture shall remain in the premises and shall remain County
28 property. Lessee shall be responsible for maintaining any furniture provided by

1 County. Lessee, at its expense, may provide additional furniture and shall be
2 responsible for its maintenance and repair.

3 **SECTION 10. Operational Reimbursement Cost.**

4 (a) **Utilities.** County shall provide all utilities, including but not limited to
5 electricity, water, and refuse collection. Lessee shall be solely responsible for the cost
6 of their telephone and data services.

7 (b) **Maintenance.**

8 (1) County shall be responsible for all interior and exterior
9 maintenance of the premises.

10 (2) County shall be responsible for providing routine monitoring and
11 maintenance of the fire alarm system, fire extinguishers, and the fire sprinkler system,
12 if applicable.

13 (3) County shall maintain the mechanical room and other major
14 equipment connected to this facility.

15 (4) In the event any damage or injury to the premises is caused by
16 the negligent acts or negligence of Lessee, its officers, employees, clients, agents,
17 guests, invitees, subcontractors, or independent contractors, then any repairs made
18 by the County or its contractor to restore the leased premises shall be paid by Lessee
19 within thirty (30) days upon a billing and accounting as provided by the County.

20 **SECTION 11. Custodial Services.** Lessee shall provide, or cause to be
21 provided and pay for all custodial services in connection with the premises.

22 **SECTION 12. Parking.** Lessee shall utilize the adjacent parking facilities on
23 the property for its employees, customers, and invitees.

24 **SECTION 13. Taxes, Assessments and Fees.**

25 (a) Lessee recognizes and understands the terms of this Lease Agreement
26 may result in the creation of a possessory interest, subject to taxation. Lessee shall be
27 responsible for the payment of possessory interest taxes levied on such interest.
28 Lessee shall be responsible for the payment of, and shall timely pay, all taxes,

1 including personal property taxes, assessments, and fees assessed or levied upon
2 Lessee, unless Lessee procures an exemption making Lessee exempt from the tax
3 through the Assessor's office.

4 (b) Lessee further agrees not to allow such taxes, assessments, including
5 personal property taxes, assessments, or fees to become a lien against said premises
6 or any improvement thereon. Nothing herein contained shall be deemed to prevent or
7 prohibit Lessee from applying for an exemption from the tax through the Assessor's
8 office, or, contesting the validity of amount of any such tax, assessment, or fee in any
9 manner authorized by law.

10 **SECTION 14. Inspection of Premises.** County, through its duly authorized
11 agents, shall have the right to enter the premises for the purpose of inspecting,
12 monitoring, and evaluating the obligations of Lessee hereunder and for the purpose of
13 doing any and all things which it is obligated and has a right to do under this Lease
14 Agreement.

15 **SECTION 15. Quiet Enjoyment.** Lessee shall have, hold and quietly enjoy
16 the use of the premises so long as it shall fully and faithfully perform the terms and
17 conditions that it is required to do under this Lease Agreement.

18 **SECTION 16. Compliance with Government Regulations.** Lessee shall, at
19 Lessee's sole cost and expense, comply with the requirements of all local, state and
20 federal statutes, regulations, rules, ordinances and orders now in force or which may
21 be hereafter in force, pertaining to the premises. Any final judgment, decree or order
22 of any court of competent jurisdiction, or the admission of Lessee in any action or
23 proceedings against Lessee that Lessee has violated any such statutes, regulations,
24 rules, ordinances or orders in the use of the premises, shall be conclusive of that fact
25 as between County and Lessee.

26 **SECTION 17. Nondiscrimination.** Lessee herein covenants by and for
27 himself or herself, his or her heirs, executors, administrator, and assigns, and all
28 persons claiming under or through them, that this Agreement is made and accepted

1 upon and subject to the following conditions: That there shall be no discrimination
2 against or segregation of any person or group of persons on account of any basis
3 listed in subdivision (a) or (d) of section 12955 of the Government Code, and also
4 defined in sections 12926 and 12926.1 in the transferring, use, occupancy, tenure or
5 enjoyment of the Property herein occupied, nor shall the Lessee himself or herself, or
6 any persons claiming under or through him or her, establish or permit any such
7 practice or practices of discrimination or segregation with reference to the selection,
8 location, number, use or occupancy of invitees, third parties or vendees in the
9 Property herein conveyed. The foregoing covenants shall run with the land.

10 **SECTION 18. Default.**

11 (a) Lessee shall be in default if the Premises is used for any purpose other
12 than that authorized in the Agreement, fails to maintain the Premises or the
13 improvements in the manner provided for in the Agreement, fails to pay any
14 installment of rent or other sum when due as provided for in the Agreement, fails to
15 comply with or perform any other covenant, condition, provision or restriction provided
16 for in the Agreement, abandons the Premises, allows the Premises to be attached,
17 levied upon, or seized under legal process, or if the Lessee files or commits an act of
18 bankruptcy, has a receiver or liquidator appointed to take possession of the Premises,
19 or commits or permits waste on the Premises (collectively referred to as a "Default"),
20 then the Lessee shall be deemed in default under the terms of the Agreement.

21 (b) In case of Default, County shall provide a thirty (30) day written notice to
22 Lessee to remedy any and all defaults. Upon the failure of Lessee to properly address
23 default provisions, County shall have the right to terminate this Agreement and retake
24 possession of the Property together with all additions, alterations, and improvements
25 thereto. County shall also retain all rights to seek any and all remedies at law or in
26 equity.

27
28 **SECTION 19. Termination.**

1 **19.1 Termination by County.** Notwithstanding the provisions of
2 Default, County shall have the right to immediately terminate this Agreement for the
3 following:

4 (a) In the event a petition is filled for voluntary or involuntary bankruptcy for
5 the adjudication of Lessee as debtors.

6 (b) In the event of abandonment of the premises by Lessee.

7 (c) In the event Lessee is deemed in default pursuant to Section 18 and
8 Lessee fails or refuses to perform, keep or observe any of Lessee's duties or
9 obligations hereunder; provided, however, that Lessee shall have thirty (30) days in
10 which to correct Lessee's breach or default after written notice thereof has been
11 served on Lessee by County.

12 **19.2 Termination by Lessee.** In the event of any reduction in funding
13 (RIF), termination of Contract, and/or elimination of funding directed by funding
14 sources such as: California Department of Education, Early Learning and Care or
15 California Department of Social Services Child Development Division, which precludes
16 Renu-Hope Foundation from operating to full capacity its General Center Based Child
17 Care, State Preschool (part day or full day program) and/or School Age program,
18 Renu-Hope Foundation will duly notify Lessor in writing within one week of receipt of
19 any notification of reduction and/or elimination of funding. Reduction of funding (RIF)
20 is constituted by a loss of \$50,000 or more of the current funding level. Upon this
21 occurrence, the Lessee acknowledges the need for termination of this Lease, effective
22 90 days from the date of notification of any reduction in funding (RIF) and/or
23 elimination of funding. In the event this occurrence transpires, the parties will execute
24 an amendment addressing the RIF and termination date.

25 **SECTION 20. Insurance.**

26 **20.1 Lessee's Insurance.** Without limiting or diminishing the
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1 Lessee's obligation to indemnify or hold the County harmless, Lessee shall procure
2 and maintain or cause to be maintained, at its sole cost and expense, the following
3 insurance coverages during the term of this Lease. As respects to the insurance
4 section only, the County herein refers to the County of Riverside, its Agencies,
5 Districts, Special Districts, and Departments, their respective directors, officers, Board
6 of Supervisors, employees, elected or appointed officials, agents or representatives as
7 Additional Insureds.

8 **20.1.1 Workers' Compensation:** If Lessee has employees as
9 defined by the State of California, they shall procure and maintain Workers'
10 Compensation Insurance, in full compliance with the Workers' Compensation and
11 Occupational Disease Laws of all authorities having jurisdiction over the Property.
12 Such policy shall include Employers' Liability (Coverage B) and Occupational Disease
13 coverage, with limits not less than One Million Dollars (\$1,000,000) per person, per
14 occurrence. Policy shall provide a Waiver of Subrogation in favor of the COUNTY.
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16 **20.1.2 Commercial General Liability:** Procure and maintain
17 comprehensive general liability insurance coverage that shall protect County from
18 claims for damages for personal injury, including, but not limited to, accidental and
19 wrongful death, as well as from claims for property damage, which may arise from
20 Lessee's use of the Premises or the performance of its obligations hereunder, whether
21 such use or performance be by Lessee, by any subcontractor, or by anyone employed
22 directly or indirectly by either of them. Policy shall also include fire and extended
23 coverage on the improvements, alterations and fixtures to be constructed and installed
24 upon the Premises in an amount not less than the full replacement value of such
25 improvements, alterations and fixtures. Such insurance shall name County as an
26 additional insured with respect to this Lease and the obligations of Lessee hereunder.
27 Such insurance shall provide for limits of not less than One Million Dollars
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1 (\$1,000,000) per occurrence. If such insurance contains a general aggregate limit, it
2 shall apply separately to this agreement or be no less than two (2) times the
3 occurrence limit.

4 **20.1.3 Vehicle Liability:** If vehicles or mobile equipment are used in
5 the performance of the obligations under this Agreement, then Lessee shall maintain
6 liability insurance for all owned, non-owned or hired vehicles so used in an amount not
7 less than \$1,000,000 per occurrence combined single limit. If such insurance contains
8 a general aggregate limit, it shall apply separately to this agreement or be no less than
9 two (2) times the occurrence limit. Policy shall name the County as Additional
10 Insureds.

11 **20.1.4 General Insurance Provisions - All lines:**

12 **20.1.4.1** Any insurance carrier providing insurance coverage hereunder
13 shall be admitted to the State of California and have an A M BEST rating of not less
14 than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk
15 Manager. If the County's Risk Manager waives a requirement for a particular insurer
16 such waiver is only valid for that specific insurer and only for one policy term.

17 **20.1.4.2** The insurance requirements contained in this Lease may be
18 met with a program(s) of self-insurance. Lessee must declare its insurance self-
19 insured retention for each coverage required herein. If any such self-insured retention
20 exceeds \$500,000 per occurrence each such retention shall have the prior written
21 consent of the County Risk Manager before the commencement of operations under
22 this Lease. Upon notification of self-insured retention unacceptable to the County, and
23 at the election of the County's Risk Manager, Lessee's carriers shall either; 1) reduce
24 or eliminate such self-insured retention as respects this Lease with the County, or 2)
25 procure a bond which guarantees payment of losses and related investigations, claims
26 administration, and defense costs and expenses.
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1 **20.1.4.3** Lessee shall cause Lessee's insurance carrier(s) to furnish the
2 County of Riverside with a properly executed Certificate(s) of Insurance and copies of
3 Endorsements effecting coverage as required herein. Further, said Certificate(s) and
4 policies of insurance shall contain the covenant of the insurance carrier(s) that a
5 minimum of thirty (30) days written notice shall be given to the County of Riverside
6 prior to any material modification, cancellation, expiration or reduction in coverage of
7 such insurance. If Lessee insurance carrier(s) policies does not meet the minimum
8 notice requirement found herein, Lessee shall cause Lessee's insurance carrier(s) to
9 furnish a 30-day Notice of Cancellation Endorsement.

10 **20.1.4.4** In the event of a material modification, cancellation, expiration,
11 or reduction in coverage, this Lease shall terminate forthwith, unless the County of
12 Riverside receives, prior to such effective date, another properly executed Certificate
13 of Insurance and copies of endorsements evidencing coverage's set forth herein and
14 the insurance required herein is in full force and effect. Lessee shall not commence
15 operations until the County has been furnished Certificate(s) of Insurance and copies
16 of endorsements. An individual authorized by the insurance carrier to do so on its
17 behalf shall sign the original endorsements for each policy and the Certificate of
18 Insurance.

19 **20.1.4.5** It is understood and agreed to by the parties hereto that the
20 Lessee's insurance shall be construed as primary insurance, and the County's
21 insurance and/or deductibles and/or self-insured retentions or self-insured programs
22 shall not be construed as contributory.

23 **20.1.4.6** County reserves the right to require that Lessee adjust the
24 monetary limits of insurance coverage as required in this Paragraph 20 herein every
25 fifth (5th) year during the term of this Lease or any extension thereof, subject to ninety
26 (90) days written notice to County of such adjustment, in the event that County
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1 reasonably determines that the then existing monetary limits of insurance coverage
2 are no longer consistent with those monetary limits of insurance coverage generally
3 prevailing in the Riverside County area for facilities comparable to the Premises;
4 provided, however, that any adjustment shall not increase the monetary limits of
5 insurance coverage for the preceding five (5) years in excess of fifty percent (50%)
6 thereof.

7 **20.1.4.7** Lessee shall pass down the insurance obligations contained
8 herein to all tiers of subcontractors working under this Lease.

9 **20.1.4.8** Lessee agrees to notify County of any claim by a third party or
10 any incident or event that may give rise to a claim arising from the performance of this
11 Agreement.

12 **SECTION 21. Hold Harmless/Indemnification**

13 Except as otherwise provided herein, Lessee represents that it has inspected the
14 Premises, accepts the condition, and fully assumes any and all risks incidental to the
15 use thereof. County shall not be liable to Lessee, its agents, employees,
16 subcontractors or independent contractors for any personal injury or property damage
17 suffered by them which may result from hidden, latent or other dangerous conditions
18 in, on, upon or within the property unknown to the County, its officers, agents or
19 employees.
20

21 Lessee shall indemnify and hold harmless the County of Riverside, its
22 Agencies, Districts, Special Districts, and Departments, their respective directors, its
23 officers, Board of Supervisors, agents, employees, elected or appointed officials,
24 agents or representatives and independent contractors (individually and collectively
25 hereinafter referred to as Indemnitees) free and harmless from any liability
26 whatsoever, based or asserted upon any act or omission of Lessee, its officers,
27 agents, employees, subcontractors and independent contractors for property damage,
28

1 bodily injury, or death (County's employees included) or any other element of damage
2 of any kind or nature, relating to or in any way connected with or arising from its use,
3 occupancy or operation of the Premises, and Lessee, shall defend, at its expense,
4 including attorney fees, Indemnitees in any legal action based upon such alleged acts
5 or omissions. With respect to any action or claim subject to indemnification herein by
6 Lessee, Lessee shall, at their sole cost, have the right to use counsel of their own
7 choice and shall have the right to adjust, settle, or compromise any such action or
8 claim without the prior consent of County; provided, however, that any such
9 adjustment, settlement or compromise in no manner whatsoever limits or
10 circumscribes Lessee's indemnification to Indemnitees as set forth herein. Lessee's
11 obligation hereunder shall be satisfied when Lessee has provided to County the
12 appropriate form of dismissal relieving County from any liability for the action or claim
13 involved. The specified insurance limits required in this Lease shall in no way limit or
14 circumscribe Lessee's obligations to indemnify and hold harmless the Indemnitees
15 herein from third party claims.
16

17 **SECTION 22. Assignment.** Lessee shall not assign, sublet, mortgage,
18 hypothecate or otherwise transfer in any manner any of its rights, duties or obligations
19 hereunder to any person or entity without the prior written consent of County being
20 first obtained, which consent shall be in the absolute discretion of County. In the
21 event of any such transfer, as provided in this Section, Lessee expressly understands
22 and agrees that it shall remain liable with respect to any and all of the obligations and
23 duties contained in this Agreement.

24 **SECTION 23. Toxic Materials.** During the term of this Agreement and any
25 extensions thereof, Lessee shall not violate any federal, state or local law, ordinance
26 or regulation, relating to industrial hygiene or to the environmental condition on, under
27 or about the premises, including, but not limited to, soil and groundwater conditions.
28 Further, Lessee, its successors, and assigns, shall not use, generate, manufacture,

1 produce, store or dispose of on, under or about the premises or transport to or from
2 the premises any flammable explosives, asbestos, radioactive materials, hazardous
3 wastes, toxic substances or related injurious materials, whether injurious by
4 themselves or in combination with other materials (collectively, "hazardous
5 substances," "hazardous materials," or "toxic substances") in the Comprehensive
6 Environmental Response, Compensation and Liability Act of 1980, as amended, 42
7 U.S.C. section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C.
8 section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. section
9 6901, et seq; and those substances defined as "Hazardous Wastes" in section 25117
10 of the California Health and Safety Code or as "Hazardous Substances" in section
11 25316 of the California Health and Safety Code; and in the regulations adopted in
12 publications promulgated pursuant to said laws.

13 **SECTION 24. Free From Liens.** Lessee shall pay, when due, all sums of
14 money that may become due for any labor, services, material, supplies, or equipment,
15 alleged to have been furnished or to be furnished to Lessee, in, upon, or about the
16 premises, and which may be secured by a mechanic's, material man's or other lien
17 against the premises or County's interest therein, and will cause each such lien to be
18 fully discharged and released at the time the performance of any obligation secured by
19 such lien matures or becomes due; provided, however, that if Lessee desires to
20 contest any such lien, it may do so, but notwithstanding any such contest, if such lien
21 shall be reduced to final enforcement thereof is not promptly stayed, or if so stayed,
22 and said stay thereafter expires, then and in such event, Lessee shall forthwith pay
23 and discharge said judgment.

24 **SECTION 25. Employees and Agents of Lessee.** It is understood and
25 agreed that all persons hired or engaged by Lessee shall be considered to be
26 employees or agents only of Lessee and not of County.

27
28

1 **SECTION 26. Binding of Successors.** Lessee its assigns and successors in
2 interest, shall be bound by all the terms and conditions contained in this Lease
3 Agreement, and all the parties thereto shall be jointly and severally liable hereunder.

4 **SECTION 27. Waiver of Performance.** No waiver by County at any time of
5 any of the terms and conditions of this Lease Agreement shall be deemed or
6 construed as a waiver at any time thereafter of the same or of any other terms or
7 conditions contained herein or of the strict and timely performance of such terms and
8 conditions.

9 **SECTION 28. Severability.** The invalidity of any provision in this Lease
10 Agreement as determined by a court of competent jurisdiction shall in no way affect
11 the validity of any other provision hereof.

12 **SECTION 29. Governing Law; Venue.** This Agreement shall be governed by
13 and construed in accordance with the laws of the State of California. The County and
14 Lessee agree that this Agreement has been entered into at Riverside, California, and
15 that any legal action related to the interpretation or performance of the Agreement
16 shall be filed in the Superior Court for the State of California in Riverside, and the
17 parties hereby waive all provisions of law providing for a change of venue in such
18 proceedings to any other county.

19 **SECTION 30. Notices.** Any notice shall be addressed to the respective
20 parties as set forth below:

21 County:
22 Facilities Management
23 Real Estate Division
24 3133 Mission Inn Ave
Riverside, California 92507
(951) 955-4820

Lessee:
Renu-Hope Foundation
802 Beaumont Avenue
Beaumont, California 92223
(951) 845-3816

25 or to such other addresses as from time to time shall be designated by the respective
26 parties.

27 **SECTION 31. Personnel, Independent from County.** Lessee represents that
28 it has all the personnel required to perform the services necessary to operate under

1 this Agreement, including childcare and comprehensive family services, or will
2 subcontract for necessary services. Lessee personnel shall not be employed by, nor
3 have any direct contractual relationship with the County. The Lessee, its employees or
4 personnel under direct contract with the Lessee shall perform all services required
5 hereunder. Lessee and its agents, servants, and employees shall act at all times in an
6 independent capacity during the term of this Agreement and shall not act as, and shall
7 not be, nor shall they in any manner be construed to be agents, officers or employees
8 of the County.

9 **SECTION 32. Amendments.** This Agreement shall not be amended unless
10 such changes are mutually agreed upon by the County and the Lessee and shall be
11 incorporated in written executed amendments to this Agreement.

12 **SECTION 33. No Third Party Beneficiaries.** This Agreement is made and
13 entered into for the sole protection and benefit of the parties hereto. No other person
14 or entity shall have any right of action based upon the provisions of this Agreement.
15

16 **SECTION 34. Permits, Licenses and Taxes.** Lessee shall secure and
17 maintain, at its expense, all necessary permits and licenses as it may be required to
18 obtain and/or hold, and Lessee shall pay for all fees and taxes levied or required by
19 any authorized public entity.

20 **SECTION 35. County's Representative.** County hereby appoints the Director
21 of Facilities Management as its authorized representatives to administer this
22 Agreement.

23 **SECTION 36. Agent for Service of Process.** It is expressly understood and
24 agreed that in the event Lessee is not a resident of the State of California or it is an
25 association or partnership without a member or partner resident of the State of
26 California, or it is a foreign corporation, then in any such event, Lessee shall file with
27 the Director of the Department of Facilities Management, upon its execution hereof, a
28 designation of a natural person residing in the State of California, giving his or her

1 name, residence and business addresses, as its agent for the purpose of services of
2 process in any court action arising out of or based upon this Agreement , and the
3 delivery to such agent of a copy of any process in any such action shall constitute
4 valid service upon Lessee. It is further expressly understood and agreed that if for
5 any reason service of such process upon such agent is not feasible, then, in such
6 event, Lessee may be personally served with such process out of this County and that
7 such service shall constitute valid service upon Lessee. It is further expressly
8 understood and agreed that Lessee is amenable to the process so served, submits to
9 the jurisdiction of the Superior Court of the County of Riverside and waives any and all
10 objections and protests thereto.

11 **SECTION 37. Entire Agreement.** This Agreement is intended by the parties
12 hereto as a final expression of their understanding with respect to the subject matter
13 hereof and as a complete and exclusive statement of the terms and conditions thereof
14 and supersedes any and all prior and contemporaneous agreements and
15 understandings, oral or written, in connection therewith. The Agreement may be
16 changed or modified only upon the written consent of the parties hereto.

17 **SECTION 38. Authority to Execute.** The persons executing this Agreement
18 on behalf of the parties to this Agreement hereby warrant and represent that they have
19 the authority to execute this Agreement and warrant and represent that they have the
20 authority to bind the respective parties to this Agreement and to the performance of its
21 obligations hereunder.

22
23 **[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**
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1 **SECTION 39. Approval of Supervisors.** Anything to the contrary
2 notwithstanding, this Agreement shall not be binding or effective until its approval and
3 execution by the Chair of the Riverside County Board of Supervisors.
4

5 IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Agreement on
6 this day 26th of October, 2021.

7
8 COUNTY:

LESSEE:

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

Renu-Hope Foundation a California
Non-Profit Organization

11 By: Karen S. Spiegel
12 Karen Spiegel, Chair
13 Board of Supervisors

By: [Signature]

Name: Souvas Nish-Hope

Its: [Signature]

14
15
16
17 ATTEST:
18 Kecia R. Harper
19 Clerk of the Board

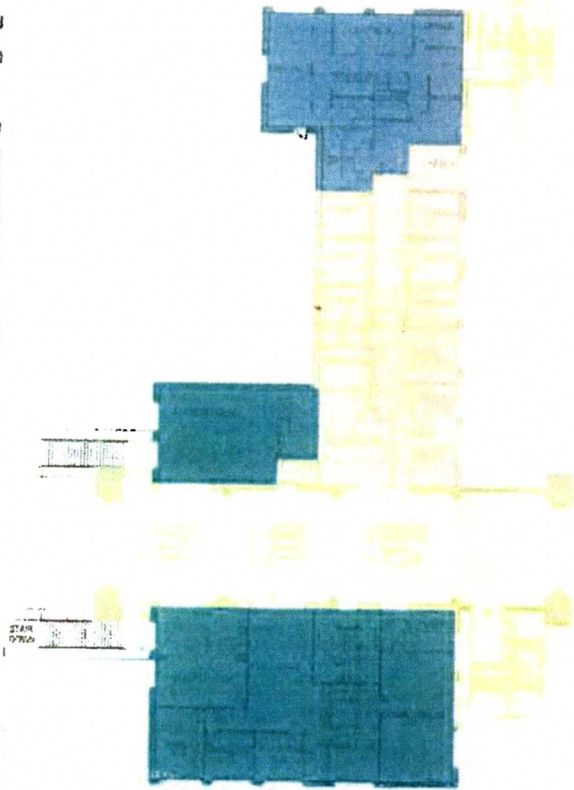
20 By: [Signature]
21 Deputy

22 APPROVED AS TO FORM:
23 Gregory P. Priamos
24 County Counsel

25 By: [Signature]
26 Ryan Yabko
27 Deputy County Counsel

28 FV:sc/09142021/314FM/30.546

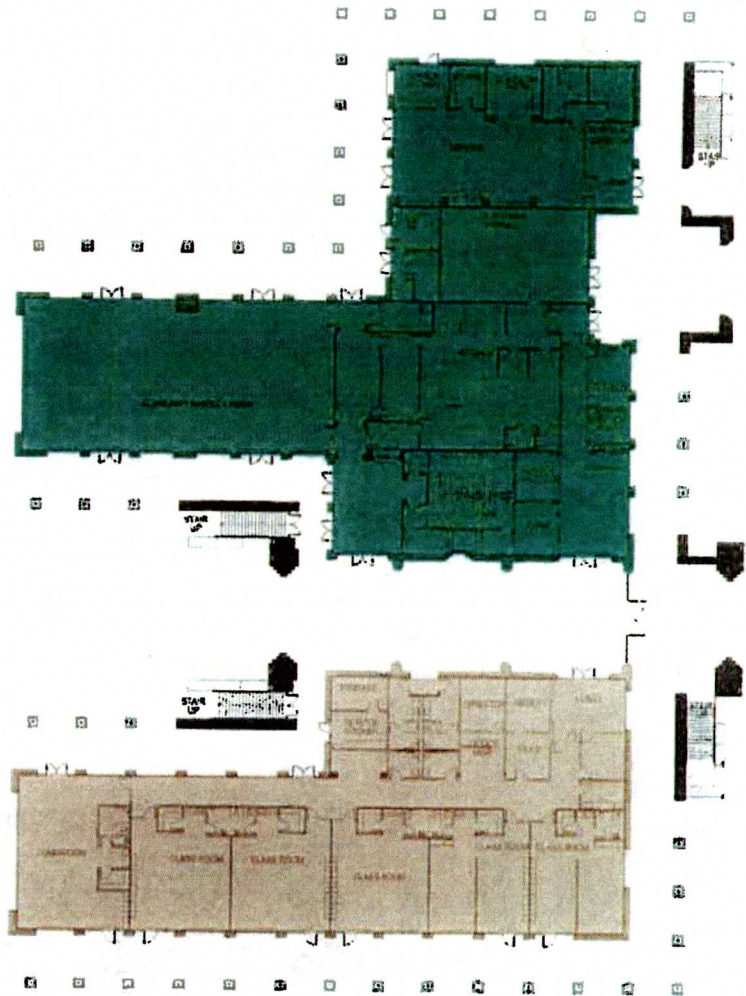
EXHIBIT "A"



- - Dental Operator - 2,510 Sq. Ft
- - Medical Operator - 3,869 Sq. Ft.
- - First Five - Family Resource Center - 5,609 Sq. Ft.
- - Common Core - 6,572 Sq. Ft.

* Sq. Ft. Numbers are not based off of as-built plans.

SECOND FLOOR



- - The Grove - 15,004 Sq. Ft.
 - - RENU-Hope - Child Care Operator - 10,502 Sq. Ft.
- * Sq. Ft. Numbers are not based off of as-built plans.

FIRST FLOOR



DIVISION
SPACE MANAGEMENT
7001 BALDWIN STREET, RIVERSIDE, CA 92507

PR0831 - Mead Valley Community Center
21091 Rider Street Perris, CA92507

1st and 2nd Floor Space Plan

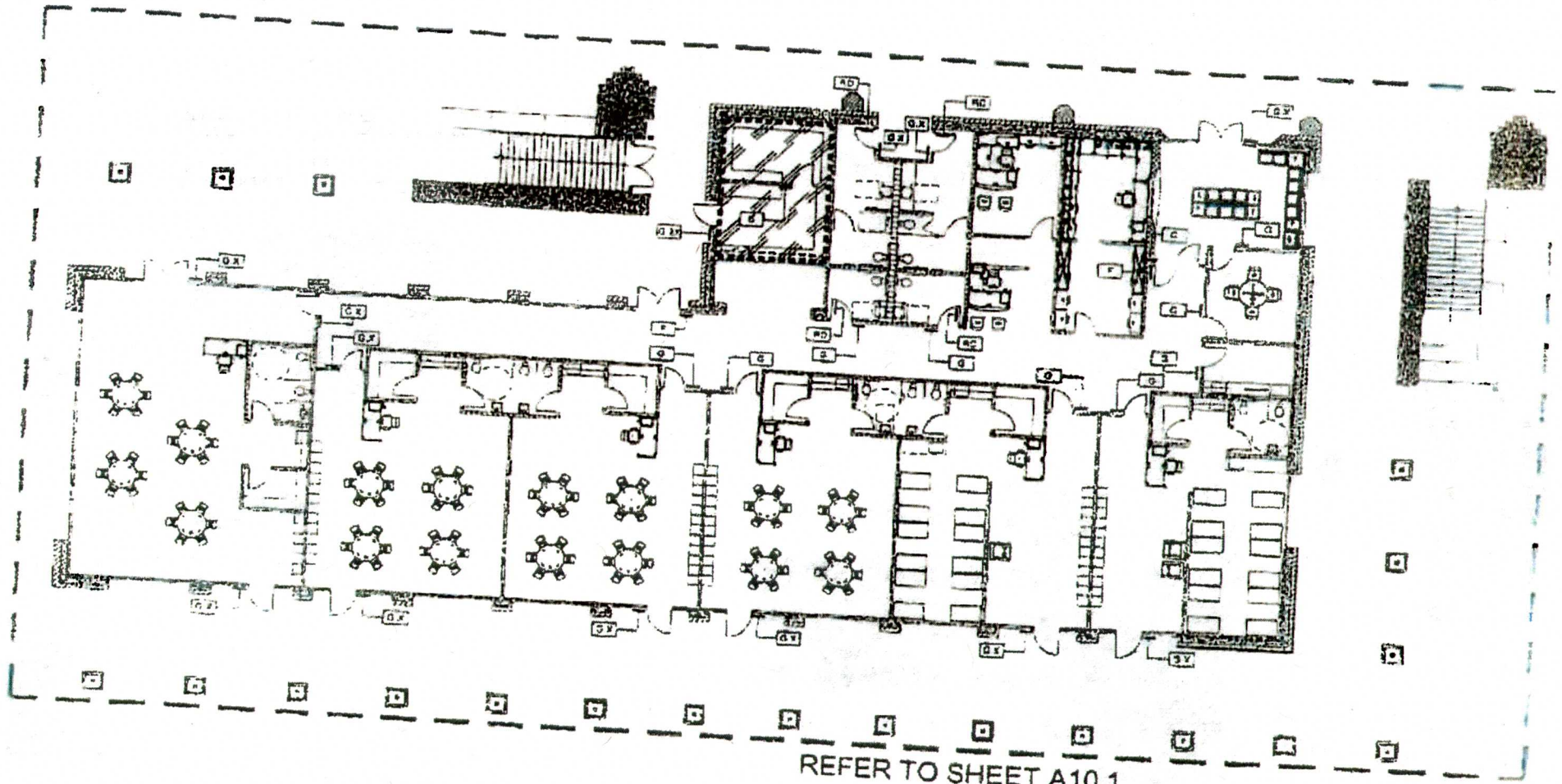
REVISIONS

NO.	DESCRIPTION	DATE

DATE	N/A
DESIGNED BY	N/A
DATE	7/20/2020
DESIGNED BY	B.H.
DATE	N/A
SCALE	1 of 1

A1.0

EXHIBIT "B"



REFER TO SHEET A10.1

Renu-Hope Child Care Center
Mead Valley Community Center
21091 Rider St. Perris, CA 92570

Furniture Inventory

Room 101- Reception Area

Reception area counter
1 filling cabinet on counter

Room 101A-Conference Room

7 chairs
1 round table
1 small square table

Lobby 101A

2 chairs corner unit 4 chairs
Square unit 2 seater

Room 104- Supervisor's Office

1 U-shaped desk
1 chair with caster rollers
2 chairs with arms

Room 114- Infant 1

1 desk and chair*

Room 115- Infant 2

1 desk/secretarial chair*
1 white board*

Room 116- Toddler 1

1 desk/secretarial chair*
8 48" round child size tables*
24 child/toddler chairs with arms*
40 toddler chairs w/o arms*

Room 117- Pre-K1

56 child/toddler chairs*
8 48" round child size tables*

Room 118- TK

16 48" round child size tables*
4 desks*
1 desk/filing desk*
48 small chairs*
6 blue child size chairs*
8 chairs with caster rollers*
5 regular plastic chairs*
1 medium table*

Room 119- Meeting Room

1 4X4 square tables
2 chairs with caster rollers
1 desk
8 6X4 tables

Stored (relocated) items:

5 cork boards

*Items with an asterisk have been completely relocated but are listed under their initial location upon occupancy.

EXHIBIT C