

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



**ITEM: 3.8
(ID # 17316)**

MEETING DATE:
Tuesday, October 26, 2021


FROM : FACILITIES MANAGEMENT:


SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE): Ratification and Approval of the Revenue License with MFI Recovery Center, Riverside University Health System - Behavioral Health, Riverside, 5-year license, District 1. [\$0] CEQA Exempt (Clerk of the Board to file the Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the license is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301(c) - Existing Facilities and Section 15061 (b)93) – Common Sense Exemption; and
2. Ratify and approve the License between the County of Riverside, a political subdivision of the State of California and MFI Recovery Center, a California non-profit corporation, located in the City of Riverside 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 a Notice of Exemption within five (5) business days.

ACTION:Policy



Rose Salgado, Director of Facilities Management 10/14/2021


Matthew Chang, Director 10/14/2021

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: Revenue License			Budget Adjustment:	N/A
			For Fiscal Year: 2021/22- 2025/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health Services – Behavioral Health (RUHS-BH) is utilizing the County-owned facility located at 10001 and 10003 County Farm Road, in Riverside, for a 24/7 voluntary adult residential treatment facility and sobering center. The attached License is an agreement is between the County and MFI Recovery Center, the operator of the program, to occupy the premises and provide the associated services.

Pursuant to the California Environmental Quality Act (CEQA), the License 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 License, is the letting of property involving existing facilities and no expansion of an existing use will occur.

The License is summarized below:

Licensee: MFI Recovery Center
5870 Arlington Avenue
Riverside, CA 92504

Premises Location: 10001 and 10003 County Farm Road
Riverside, California

Size: 20,246 square feet at 10001 County Farm Road
2,662 square feet at 10003 County Farm Road

Revenue Rent: \$78,803.52 per month

Term: Five years, commencing October 1, 2021 through September 30, 2026

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

Utilities: County shall provide and pay for utilities. Licensee shall provide and pay for internet and cable services.

Custodial: Licensee shall provide and pay for custodial services.

Maintenance: County shall provide and pay for maintenance of the interior and exterior of the premises.

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

Impact on Residents and Businesses

This facility will provide a variety of support and assistance services related to the residential treatment program and sobering center for adults in the community.

Additional Fiscal Information

Through the License, RUHS-BH will receive compensation from Licensee for use of the facility. The compensation will be applied to the actual operating cost of the facility. Thus, no net county cost will be incurred as a result of this transaction.

Contract History and Price Reasonableness

This is a new revenue License.

Attachments:

License Agreement

Notice of Exemption

Aerial


Meghan Hahn, Senior Management Analyst

10/18/2021


Gregory V. Priamos, Director County Counsel

10/15/2021

RUHS - Behavioral Health

10001 & 10003 County Farm Rd., Riverside



Legend

Notes
District 1



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.

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1 **LICENSE**

2 County of Riverside and

3 MFI Recovery Center

4 For Arlington Recovery Community and Sobering Center

5 10001 and 10003 County Farm Road, Riverside, California

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7 This Revenue License ("License" or "Agreement") is entered into as of the
8 26TH day of October, 2021 by and between the **COUNTY OF RIVERSIDE**, a
9 political subdivision of the State of California ("Licensor" or "County"), and **MFI**
10 **RECOVERY CENTER**, a California non-profit corporation ("Licensee") for property
11 located at 10001 and 10003 County Farm Road, Riverside, California (the "Property" or
12 "Premises").

13 **1. Purpose and Scope.**

14 (a) County hereby authorizes Licensee to occupy the Premises
15 consisting of furnished space located at 10001 and 10003 County Farm Road,
16 Riverside, California, as shown on the attached "Exhibit A".

17 (b) It is expressly understood and agreed to by the parties hereto that
18 by authorizing occupancy at the Premises described in Paragraph 1(a) herein for the
19 purpose of operating a voluntary adult residential treatment facility and a sobering
20 center, no estate or interest in real property is being conveyed to Licensee by County
21 and that the right of use acquired is only an exclusive, revocable and unassignable
22 permission and privilege to occupy in accordance with the provisions of this License.

23 **2. Description.** The licensed Premises consist of approximately 20,246
24 square feet located at 10001 County Farm Rd, Riverside, California and 2,662 square
25 feet located at 10003 County Farm Rd, Riverside California, and consist of three (3)
26 building and grounds as more particularly shown on Exhibit "A", attached hereto and
27 incorporated herein.

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1 **3. Use.**

2 (a) The Premises are licensed hereby for the purpose of a 24/7
3 voluntary adult residential treatment facility and sobering center.

4 (b) The licensed Premises shall not be used for any other purpose
5 without first obtaining the written consent of County, which consent shall not be
6 unreasonably withheld.

7 (c) Licensee shall have the exclusive use of the licensed premises,
8 except the designated workstations for County employees and interview offices and
9 group rooms that County employees shall have access to in order to meet with
10 residents and family members.

11 **4. Term.**

12 (a) The term of this License shall be for a period of five (5) years
13 commencing October 1, 2021 and terminating September 30, 2026.

14 (b) Any holding over by Licensee after the expiration of said Term or
15 any extension thereof shall be deemed a month-to-month tenancy upon the same
16 terms and conditions of this License.

17 **5. Consideration.** Licensee shall make monthly payments payable to
18 Riverside University Health System-Behavioral Health in the amount of \$78,803.52
19 with a 3% annual increase applied on October 1st of each year of the Term as rent for
20 the Premises. Monthly payments are due on the first day of each month, and sent to:

21 COUNTY OF RIVERSIDE
22 Riverside University Health System – Behavioral Health (RUHS-BH)
23 4095 County Circle Drive
24 Riverside, CA 92503

25 The Premises are licensed to Licensee in consideration of Licensee providing a 24/7
26 licensed adult residential care facility.

27 **6. Hours of Operation/Access:**

28 (a) Days of Operation: 365 days

1 (b) Hours of Operation: 24 hours per day /7 days per week facility

2 **7. Work Area Equipment, Use & Good Neighbor Policy.** Licensee shall
3 observe and enforce the rules and regulations outlined in the Riverside University
4 Health System-Behavioral Health (RUHS-BH) Work Area Equipment, Use & Good
5 Neighbor Policy for Contractor Facility Use and Care for Programs Operated in
6 Riverside County Owned Facilities, attached to this License as Exhibit "B", and
7 herewith made a part of this License.

8 **8. On-Site Improvements by Licensee.**

9 (a) Any alterations, improvements or installation of fixtures shall be
10 performed solely by the County of Riverside after Licensee has submitted proposed
11 plans for such alterations, improvements or fixtures to County in writing to Riverside
12 University Health System – Behavioral Health and approved.

13 **9. Signs.** Licensee shall not erect, maintain or display any signs or other
14 forms of advertising upon the licensed Premises without first obtaining the written
15 approval of County, which approval shall not be unreasonably withheld.

16 **10. Equipment and Furnishings.**

17 (a) County shall provide Licensee with equipment and furnishings and
18 said equipment and furnishings shall remain within the licensed premises. All such
19 equipment and furnishings shall be labeled with a Behavioral Health Tag Number
20 pursuant to County policies as Exhibit "C" Itemized Inventory, which Exhibit "C" shall be
21 attached and made part of this License within sixty (60) days of License
22 commencement.

23 (b) An inventory of equipment and furnishings shall be updated by
24 Licensee quarterly as necessary to add or delete inventory and shall be forwarded to
25 Riverside University Health System – Behavioral Health Regional Administrator and
26 attached to said License.

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1 (c) Licensee may not dispose of any equipment and furnishings
2 without prior approval from Riverside University Health System – Behavioral Health
3 Regional Administrator.

4 (d) Equipment and Furnishing items with a value in excess of One
5 Thousand (\$1,000) Dollars replaced by the County will remain the property of the
6 County, including all title and legal ownership rights.

7 (e) Any new items added to the inventory shall only be purchased with
8 the express written approval of the Riverside University Health System – Behavioral
9 Health Regional Administrator and must be an item essential or integral to the
10 provision of services. Such new items may be purchased by Licensee with prior
11 approval from the Regional Administrator, competitively bid and sent to Material
12 Management for approval prior to procurement, if the value of the item is less than One
13 Thousand (\$1,000) Dollars, and by County if the value of item is in excess of One
14 Thousand (\$1,000) Dollars in value. All such new equipment and furnishings shall be
15 labeled with a Behavioral Health Tag Number and remain the property of the County
16 including all title and legal ownership rights.

17 (f) The County shall dispose of any equipment and furnishings
18 deemed by RUHS-BH Regional Administrator to be beyond economical repair.

19 (g) In the event Licensee causes any said furnishing or equipment to
20 become beyond economical repair, as determined in the sole discretion of County, it
21 shall be replaced by Licensee, at its expense, and any such furnishings purchased for
22 replacement by Licensee shall become County's property. County equipment and
23 furnishings deemed beyond economical repair shall be returned to County for
24 disposition.

25 **11. Maintenance.**

26 (a) County shall be responsible for all interior maintenance of the
27 licensed premises, including, but not limited to, monthly changing of the air conditioning
28 filters.

1 (b) County shall be responsible for maintaining the exterior and
2 grounds of the licensed premises, County's responsibilities include lawn mowing,
3 weeding, trimming of trees and shrubbery.

4 (c) County shall be responsible for providing routine monitoring and
5 maintenance of the fire alarm system, fire extinguishers, and the fire sprinkler system.
6 Maintenance shall not include damage due to negligence, recklessness, or willful
7 misconduct by the Licensee or its clientele.

8 (d) County shall maintain the mechanical room and other major
9 equipment connected to the Premises. Licensee shall provide an escort to the County
10 maintenance person or persons for this service.

11 (e) In the event any damage or injury to the licensed Premises is
12 caused by the negligent acts, recklessness, or willful misconduct of Licensee, its
13 officers, employees, clients, agents, guests, invitees, subcontractors or independent
14 contractors, any repairs made, or caused to be made, including, but not limited to,
15 repair to sprinkler/irrigation heads to the point of connection, by County as may be
16 necessary to restore the licensed Premises as a result of such damage or injury shall
17 be paid forthwith by Licensee to County upon a billing and accounting thereof, in
18 writing, by County to Licensee.

19 **12. Custodial Services.** Licensee shall provide, or cause to be provided,
20 and pay for facility custodial services in connection with the licensed premises.

21 **13. Utilities.**

22 (a) County shall provide and pay for all utilities, except as provided for
23 herein.

24 (b) Licensee shall provide and pay for all internet and cable services.

25 **14. Inspection of Premises.** County, through its duly authorized agents,
26 shall have the right to enter the licensed Premises for the purpose of inspecting,
27 monitoring, and evaluating the obligations of Licensee hereunder and for the purpose
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1 of doing any and all things which it is obligated and has a right to do under this
2 License.

3 **15. Quiet Enjoyment.** Licensee shall have, hold and quietly enjoy the use of
4 the licensed Premises so long as it shall fully and faithfully perform the terms and
5 conditions that it is required to do under this License.

6 **16. Compliance with Government Regulations.** Licensee shall, at Licensee's
7 sole cost and expense, comply with the requirements of all local, state and federal
8 statutes, regulations, rules, ordinances and orders now in force or which may be
9 hereafter in force, pertaining to the licensed premises. Any final judgment, decree or
10 order of any court of competent jurisdiction, or the admission of Licensee in any action
11 or proceedings against Licensee, whether Licensee be a party thereto or not, that
12 Licensee has violated any such statutes, regulations, rules, ordinances or orders in the
13 use of the licensed premises, shall be conclusive of that fact as between County and
14 Licensee.

15 **17. Nondiscrimination.** Licensee herein covenants by and for himself or
16 herself, his or her heirs, executors, administrator, and assigns, and all persons claiming
17 under or through them, that this License is made and accepted upon and subject to the
18 following conditions: That there shall be no discrimination against or segregation of any
19 person or group of persons on account of any basis listed in section 12955 of the
20 California Government Code, and also defined in sections 12926 and 12926.1 in the
21 leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Property
22 herein licensed, nor shall the Licensee himself or herself, or any persons claiming
23 under or through him or her, establish or permit any such practice or practices of
24 discrimination or segregation with reference to the selection, location, number, use or
25 occupancy of tenants, licensees, subtenants, sublicenses or vendees in the Property
26 herein conveyed. The foregoing covenants shall run with the land.

1 **18. Default.**

2 (a) Licensee shall be in default if the Premises is used for any purpose other
3 than that authorized in the License, fails to maintain the Premises or the improvements
4 in the manner provided for in the License, fails to pay any sum when due as provided
5 for in the License, fails to comply with or perform any other covenant, condition,
6 provision or restriction provided for in the License, abandons the Premises, allows the
7 Premises to be attached, levied upon, or seized under legal process; or, if the Licensee
8 files or commits an act of bankruptcy, has a receiver or liquidator appointed to take
9 possession of the Premises, or commits or permits waste on the Premises (collectively
10 referred to as a "Default"), then the Licensee shall be deemed in default under the
11 terms of the License.

12 (b) In case of Default, County shall provide a thirty (30) day written
13 notice to Licensee to remedy any and all defaults. Upon the failure of Licensee to
14 promptly remedy such Default, County shall have the right to terminate this License
15 and retake possession of the Property together with all additions, alterations, and
16 improvements thereto. County shall also retain all rights to seek any and all remedies
17 at law or in equity.

18 **19. Termination by County.** Notwithstanding Section 18, County shall have
19 the right to immediately terminate this License for the following:

20 (a) In the event, for whatever reason, Licensee is no longer the
21 Riverside University Health System–Behavioral Health designated contractor to
22 provide 24/7 licensed adult residential care facility services.

23 (b) In the event a petition is filed for voluntary or involuntary
24 bankruptcy for the adjudication of Licensee as debtors.

25 (c) In the event that Licensee makes a general assignment, or
26 Licensee's interest hereunder is assigned involuntarily or by operation of law, for the
27 benefit of creditors.

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1 (d) In the event Licensee makes an assignment without express
2 written consent of the County.

3 (e) In the event of abandonment of the licensed Premises by
4 Licensee.

5 (f) In the event Licensee fails or refuses to perform, keep or observe
6 any of Licensee's duties or obligations hereunder; provided, however, that Licensee
7 shall have thirty (30) days in which to correct Licensee's breach or default after written
8 notice thereof has been served on Licensee by County.

9 (g) In the event Licensee's license(s) with the State of California or
10 any of them to provide the services set forth in Paragraph 3(a) herein are/is terminated
11 or expires.

12 (h) Without cause upon sixty (60) days written notice served upon the
13 Licensee.

14 (i) County may terminate this license immediately if, in the opinion of
15 the Riverside University Health System – Behavioral Health, Licensee fails to provide
16 for the health and safety of patients in this facility. County may proceed with services
17 in any manner deemed proper to County.

18 **20. Termination by Licensee.** Licensee shall have the right to terminate this
19 License:

20 (a) In the event County fails to perform, keep or observe any of its
21 duties or obligations hereunder; provided, however, that County shall have thirty (30)
22 days in which to correct its breach or default after written notice thereof has been
23 served on it by Licensee; provided, further, however, that in the event such breach or
24 default is not corrected, Licensee may elect to terminate this License in its entirety or
25 as to any portion of the Premises affected thereby, and such election shall be given by
26 an additional fifteen (15) days written notice to County.

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1 (b) Without cause upon sixty (60) days written notice served upon the
2 County. In this event, Licensee agrees to hold County harmless from liability if the 24/7
3 adult residential care facility services license is terminated.

4 **21. Insurance.**

5 Without limiting or diminishing the Licensee's obligation to indemnify or hold the
6 County harmless, Licensee shall procure and maintain or cause to be maintained, at its
7 sole cost and expense, the following insurance coverage's during the term of this
8 Agreement. As respects to the insurance section only, the County herein refers to the
9 County of Riverside, its Agencies, Districts, Special Districts, and Departments, their
10 respective directors, officers, Board of Supervisors, employees, elected or appointed
11 officials, agents or representatives as Additional Insureds.

12 A. Workers' Compensation:

13 If the Licensee has employees as defined by the State of California, the Licensee shall
14 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by
15 the laws of the State of California. Policy shall include Employers' Liability (Coverage
16 B) including Occupational Disease with limits not less than \$2,000,000 per person per
17 accident. The policy shall be endorsed to waive subrogation in favor of The County of
18 Riverside.

19 B. Commercial General Liability:

20 Commercial General Liability insurance coverage, including but not limited to, Premises
21 liability, unmodified contractual liability, products and completed operations liability,
22 personal and advertising injury, and cross liability coverage, covering claims which may
23 arise from or out of Licensee's performance of its obligations hereunder. Policy shall
24 name the County as Additional Insured. Policy's limit of liability shall not be less than
25 \$2,000,000 per occurrence combined single limit. If such insurance contains a general
26 aggregate limit, it shall apply separately to this agreement or be no less than two (2)
27 times the occurrence limit.

28 C. Vehicle Liability:

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

7 D. General Insurance Provisions - All lines:

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

13 2) The Licensee must declare its insurance self-insured retention for each
14 coverage required herein. If any such self-insured retention exceeds \$500,000 per
15 occurrence each such retention shall have the prior written consent of the County Risk
16 Manager before the commencement of operations under this Agreement. Upon
17 notification of self-insured retention unacceptable to the County, and at the election of
18 the County's Risk Manager, Licensee's carriers shall either; 1) reduce or eliminate such
19 self-insured retention as respects this Agreement with the County, or 2) procure a bond
20 which guarantees payment of losses and related investigations, claims administration,
21 and defense costs and expenses.

22 3) Licensee shall cause Licensee's insurance carrier(s) to furnish the County of
23 Riverside with either 1) a properly executed original Certificate(s) of Insurance and
24 certified original copies of Endorsements effecting coverage as required herein, and 2)
25 if requested to do so orally or in writing by the County Risk Manager, provide original
26 Certified copies of policies including all Endorsements and all attachments thereto,
27 showing such insurance is in full force and effect. Further, said Certificate(s) and
28 policies of insurance shall contain the covenant of the insurance carrier(s) that a

1 minimum of thirty (30) days written notice shall be given to the County of Riverside
2 prior to any material modification, cancellation, expiration or reduction in coverage of
3 such insurance. If Licensee insurance carrier(s) policies does not meet the minimum
4 notice requirement found herein, Licensee shall cause Licensee's insurance carrier(s)
5 to furnish a 30-day Notice of Cancellation Endorsement.

6 4) In the event of a material modification, cancellation, expiration, or reduction in
7 coverage, this Agreement shall terminate forthwith, unless the County of Riverside
8 receives, prior to such effective date, another properly executed original Certificate of
9 Insurance and original copies of endorsements or certified original policies, including all
10 endorsements and attachments thereto evidencing coverage's set forth herein and the
11 insurance required herein is in full force and effect. Licensee shall not commence
12 operations until the County has been furnished original Certificate (s) of Insurance and
13 certified original copies of endorsements and if requested, certified original policies of
14 insurance including all endorsements and any and all other attachments as required in
15 this Section. An individual authorized by the insurance carrier to do so on its behalf
16 shall sign the original endorsements for each policy and the Certificate of Insurance.

17 5) It is understood and agreed to by the parties hereto that the Licensee's
18 insurance shall be construed as primary insurance, and the County's insurance and/or
19 deductibles and/or self-insured retention's or self-insured programs shall not be
20 construed as contributory.

21 6) If, during the term of this Agreement or any extension thereof, there is a
22 material change in the scope of services; or, there is a material change in the
23 equipment to be used in the performance of the scope of work; or, the term of this
24 Agreement, including any extensions thereof, exceeds five (5) years; the County
25 reserves the right to adjust the types of insurance and the monetary limits of liability
26 required under this Agreement, if in the County Risk Management's reasonable
27 judgment, the amount or type of insurance carried by the Licensee has become
28 inadequate.

1 7) Licensee shall pass down the insurance obligations contained herein to all
2 tiers of subcontractors working under this Agreement.

3 8) The insurance requirements contained in this Agreement may be met with a
4 program(s) of self-insurance acceptable to the County.

5 9) Licensee agrees to notify County of any claim by a third party or any incident
6 or event that may give rise to a claim arising from the performance of this Agreement

7 **22. Hold Harmless.**

8 Licensee shall indemnify and hold harmless the County of Riverside, its
9 Agencies, Districts, Special Districts and Departments, their respective directors,
10 officers, Board of Supervisors, elected and appointed officials, employees, agents and
11 representatives (individually and collectively hereinafter referred to as Indemnitees)
12 from any liability whatsoever, based or asserted upon any services of Licensee, its
13 officers, employees, subcontractors, agents or representatives arising out of or in any
14 way relating to this Agreement, including, but not limited to, property damage, bodily
15 injury, or death or any other element of any kind or nature whatsoever arising from the
16 performance of Licensee, its officers, employees, subcontractors, agents or
17 representatives ("Indemnitors") from this Agreement. Licensee shall defend, at its sole
18 expense, all costs and fees including, but not limited to, attorney fees, cost of
19 investigation, defense and settlements or awards, the Indemnitees in any claim or
20 action based upon such alleged acts or omissions.

21 With respect to any action or claim subject to indemnification herein by
22 Licensee, Licensee shall, at their sole cost, have the right to use counsel of their own
23 choice and shall have the right to adjust, settle, or compromise any such action or
24 claim without the prior consent of County; provided, however, that any such
25 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
26 Licensee's indemnification to Indemnitees as set forth herein.

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1 Licensee's obligation hereunder shall be satisfied when Licensee has provided
2 to County the appropriate form of dismissal relieving County from any liability for the
3 action or claim involved.

4 The specified insurance limits required in this Agreement shall in no way limit or
5 circumscribe Licensee's obligations to indemnify and hold harmless the Indemnitees
6 herein from third party claims.

7 In the event there is conflict between this clause and California Civil Code
8 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
9 interpretation shall not relieve the Licensee from indemnifying the Indemnitees to the
10 fullest extent allowed by law.

11 **23. Assignment.** Licensee cannot assign, sublet, mortgage, hypothecate or
12 otherwise transfer in any manner any of its rights, duties or obligations hereunder to
13 any person or entity without the prior written consent of County being first obtained,
14 which consent shall be in the absolute discretion of County. In the event of any such
15 transfer, as provided in this Section, Licensee expressly understands and agrees that it
16 shall remain liable with respect to any and all of the obligations and duties contained in
17 this License.

18 **24. Toxic Materials.** During the term of the License and any extensions
19 thereof, Licensee shall not violate any federal, state or local law, ordinance or
20 regulation, relating to industrial hygiene or to the environmental condition on, under or
21 about the licensed premises, including, but not limited to, soil and groundwater
22 conditions. Further, Licensee, its successors, assigns and sublicensees, shall not use,
23 generate, manufacture, produce, store or dispose of on, under or about the licensed
24 Premises or transport to or from the licensed Premises any flammable explosives,
25 asbestos, radioactive materials, hazardous wastes, toxic substances or related
26 injurious materials, whether injurious by themselves or in combination with other
27 materials (collectively, "hazardous substances," "hazardous materials" or "toxic
28 substances") in the Comprehensive Environmental Response, Compensation and

1 Liability Act of 1980, as amended, 42 U.S.C. section 9601, et seq; the Hazardous
2 Materials Transportation Act, 49 U.S.C. section 1801, et seq; the Resource
3 Conservation and Recovery Act, 42 U.S.C. section 6901, et seq; and those substances
4 defined as "Hazardous Wastes" in section 25117 of the California Health and Safety
5 Code or as "Hazardous Substances" in section 25316 of the California Health and
6 Safety Code; and in the regulations adopted in publications promulgated pursuant to
7 said laws.

8 **25. Taxes, Assessments and Fees.**

9 (a). Licensee shall be responsible for the payment of and shall timely
10 pay, all applicable taxes, including personal property taxes, assessments, and fees
11 assessed or levied upon Licensee. Licensee recognizes and understands the terms of
12 this License may result in the creation of a possessory interest, subject to taxation.
13 Licensee shall be responsible for the payment of possessory interest taxes levied on
14 such interest. County shall be responsible for all real estate taxes and similar charges
15 assessed against the building in which the Premises is located.

16 (b). Licensee further agrees not to allow such taxes, including personal
17 property taxes, assessments, or fees to become a lien against said Premises or any
18 improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit
19 Licensee from contesting the validity of amount of any such tax, assessment, or fee in
20 any manner authorized by law.

21 **26. Free from Liens.** Licensee shall pay, when due, all sums of money that
22 may become due for any labor, services, material, supplies, or equipment, alleged to
23 have been furnished or to be furnished to Licensee, in, upon, or about the licensed
24 premises, and which may be secured by a mechanics', materialman's or other lien
25 against the licensed Premises or County's interest therein, and will cause each such
26 lien to be fully discharged and relicensed at the time the performance of any obligation
27 secured by such lien matures or becomes due; provided, however, that if Licensee
28 desires to contest any such lien, it may do so, but notwithstanding any such contest, if

1 such lien shall be reduced to final enforcement thereof is not promptly stayed, or if so
2 stayed, and said stay thereafter expires, then and in such event, Licensee shall
3 forthwith pay and discharge said judgment.

4 **27. Employees and Agents of Licensee.** It is understood and agreed that all
5 persons hired or engaged by Licensee shall be considered to be employees or agents
6 only of Licensee and not of County.

7 **28. Binding of Successors.** Licensee, its assigns and successors in interest,
8 shall be bound by all the terms and conditions contained in this License, and all the
9 parties thereto shall be jointly and severally liable hereunder.

10 **29. Waiver of Performance.** No waiver by County at any time of any of the
11 terms and conditions of this License shall be deemed or construed as a waiver at any
12 time thereafter of the same or of any other terms or conditions contained herein or of
13 the strict and timely performance of such terms and conditions.

14 **30. Severability.** The invalidity of any provision in this License as determined
15 by a court of competent jurisdiction shall in no way affect the validity of any other
16 provision hereof.

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

24 **32. Attorney's Fees.** In the event of any litigation or arbitration between
25 Licensee and County to enforce any of the provisions of this License or any right of
26 either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay
27 to the successful party all costs and expenses, including reasonable attorney's fees,
28

1 incurred therein by the successful party, all of which shall be included in and as a part
2 of the judgment or award in such litigation or arbitration.

3 **33. Notices.** Any notice shall be addressed to the respective parties as set
4 forth below:

5 <u>County:</u>	<u>Licensee:</u>
6 Real Estate Division	MFI Recovery Center
7 Facilities Management	5870 Arlington Avenue
8 3133 Mission Inn Avenue	Riverside, CA 92504
9 Riverside, CA 92507	
10 (951) 955-4820	

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

13 **34. Amendments.** This License shall not be modified unless mutually agreed
14 upon in writing by the County and the Licensee and shall be incorporated in executed
15 amendments to this License.

16 **35. No Third-Party Beneficiaries.** This License is made and entered into
17 for the sole protection and benefit of the parties hereto. No other person or entity shall
18 have any right of action based upon the provisions of this License.

19 **36. Permits, Licenses and Taxes.** Licensee shall secure and maintain, at its
20 expense, all necessary permits and licenses as it may be required to obtain and/or
21 hold, and Licensee shall pay for all fees and taxes levied or required by any authorized
22 public entity. In accordance with the provisions of Chapter 9 of Division 3 of the
23 Business and Professions Code concerning the licensing of Contractors, all
24 Contractors shall be licensed, if required, in accordance with the laws of this State and
25 any Contractor not so licensed is subject to the penalties imposed by such laws. The
26 Licensee warrants that it has all necessary permits, approvals, certificates, waivers,
27 and exemptions necessary for the provision of services hereunder and required by the
28 laws and regulations of the United States, State of California, the County of Riverside
and all other appropriate governmental agencies, and shall maintain these throughout
the term of this License.

1 **37. Confidentiality.** The Licensee shall maintain the confidentiality of all
2 information and records pertaining to privacy and confidentiality, and comply with all
3 other statutory laws and regulations relating to privacy and confidentiality.

4 **38. County's Representative.** County hereby appoints the Director of
5 Facilities Management as its authorized representative to administer this License.

6 **39. Agent for Service of Process.** It is expressly understood and agreed
7 that in the event Licensee is not a resident of the State of California or it is an
8 association or partnership without a member or partner resident of the State of
9 California, or it is a foreign corporation, then in any such event, Licensee shall file with
10 the Director of Facilities Management, upon its execution hereof, a designation of a
11 natural person residing in the State of California, giving his or her name, residence and
12 business addresses, as its agent for the purpose of services of process in any court
13 action arising out of or based upon this License, and the delivery to such agent of a
14 copy of any process in any such action shall constitute valid service upon Licensee. It
15 is further expressly understood and agreed that if for any reason service of such
16 process upon such agent is not feasible, then, in such event, Licensee may be
17 personally served with such process out of the State and that such service shall
18 constitute valid service upon Licensee. It is further expressly understood and agreed
19 that Licensee is amenable to the process so served, submits to the jurisdiction of the
20 court so obtained and waives any and all objections and protests thereto.

21 **40. Entire License.** This License is intended by the parties hereto as a final
22 expression of their understanding with respect to the subject matter hereof and as a
23 complete and exclusive statement of the terms and conditions thereof and supersedes
24 any and all prior and contemporaneous licenses, agreements and understandings, oral
25 or written, in connection therewith. The License may be changed or modified only
26 upon the written consent of the parties hereto.

27 ///

28 ///

1 **41. Effective Date.** This License shall not be binding or consummated until
2 its approval by the Riverside County Board of Supervisors and fully executed by the
3 Parties.

4 Dated: OCT 26 2021
5

6 **COUNTY:**

7
8 **COUNTY OF RIVERSIDE**, a political
9 subdivision of the State of California

6 **LICENSEE:**

7
8 **MFI RECOVERY CENTER**, a California
9 non-profit corporation

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

10 By: *Melinda Drake*
11 Melinda G. Drake
12 Chief Executive Officer

13
14 **ATTEST:**

15 By: *Wendy Rasso*
16 Kecia R. Harper
17 Clerk of the Board

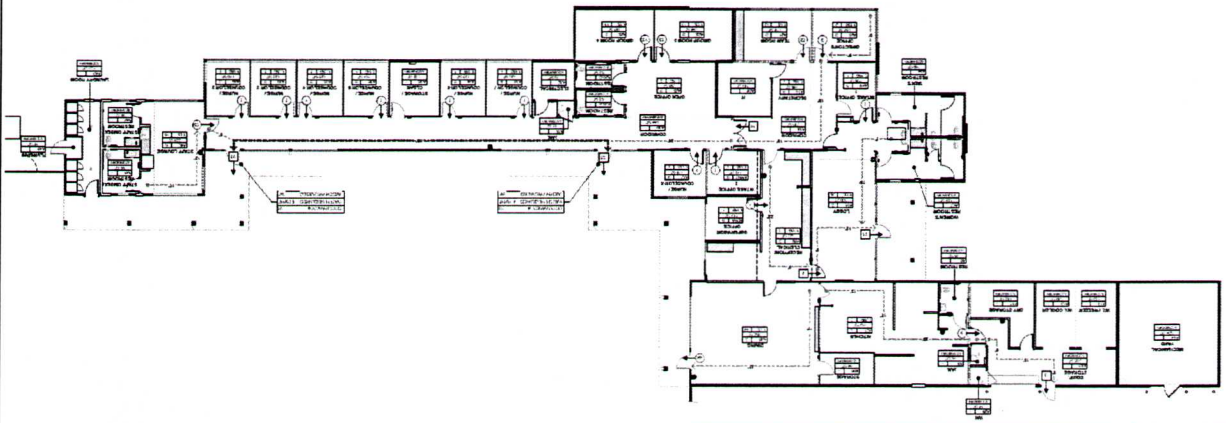
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19 **APPROVED AS TO FORM:**
20 Gregory P. Priamos, County Counsel

21 By: *Ry*
22 Ryan D. Yabko
23 Deputy County Counsel

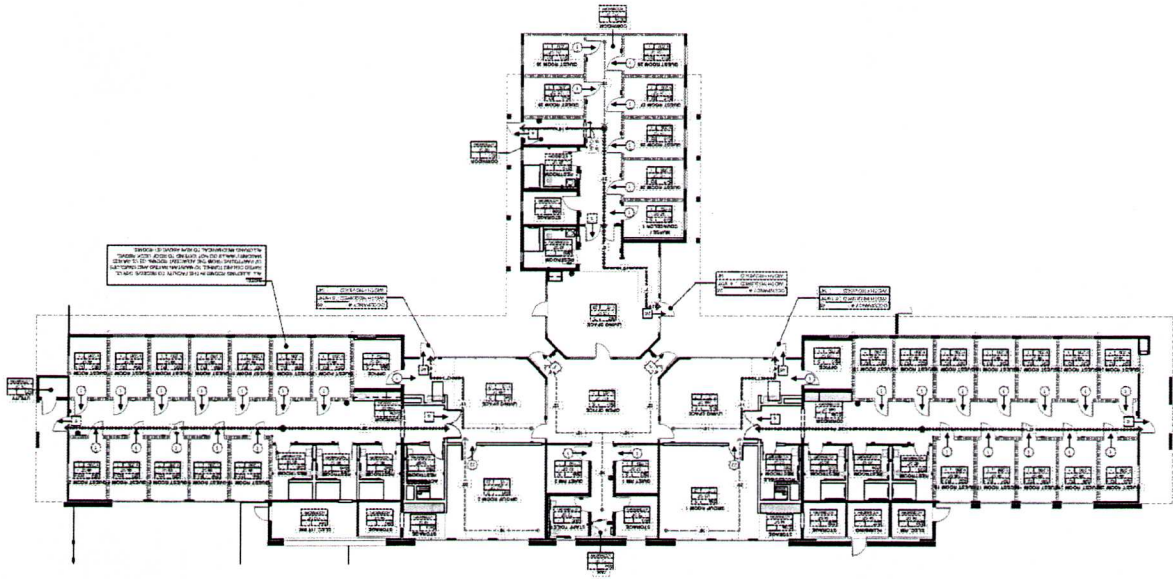
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EXHIBIT A

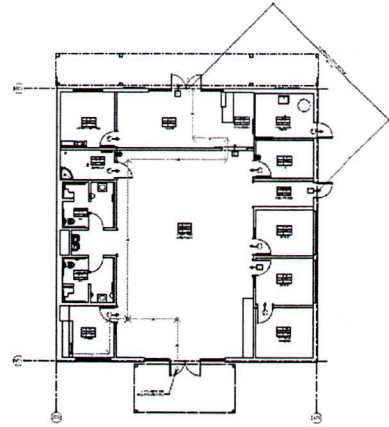
Building A - 10001 County Farm Road



Building B - 10001 County Farm Road



Building C - 10003 County Farm Road



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Exhibit B:

Work Area Equipment, Use & Good Neighbor Policy

Purpose:

1. Establish consistent and equally applied standards for work area/facility use.
2. Communicate expectations regarding responsible use of county resources.
3. Ensure and maintain a safe, professional, clean, supportive environment for all program staff (both shared cubicle and private office workstation work assignments).

Policy:

1. Shared work areas (front office and cubicle areas) need an atmosphere that allows all staff to be able to focus and concentrate on the work they are performing. Similar to a “library” environment, all employees need to make every effort to support a non-disruptive noise level in all shared work areas. All staff is to use low volume “indoor” voices and be aware of co-workers around them that are attempting to concentrate on their work. Refrain from using the speaker feature on phones or attempting to have conversations across work areas (e.g. across or over cubicles or down a hallway) in a manner that requires raised voices and result in loud conversations that disrupt the concentration and work of others in the area. Avoid having prolonged client-related conversations/ consultations in shared office areas. These conversations are best conducted in more private areas such as interview rooms or small conference rooms. This will serve to both protect client privacy and avoid prolonged distracting conversations in shared work areas.
2. Personal calls during regular workday either via county phone or personal phone is not permitted unless it is an emergency. Personal cell phone use, including all personal text messaging, should be restricted to breaks and lunch periods (DOMH Policy 440). Staff is also expected to have personal cell phones set on vibrate or a very low ring tone so as not to disturb fellow employees. Cell phone Blue Tooth or earbud devices are not permitted.
3. Board of Supervisor Policy H04 prohibits personal, non-job-related equipment such as refrigerators, microwaves, radios, heaters, etc.. Therefore, the use of energy provided/funded by the County must be limited to county business and the provision of services. In order to promote energy efficiency and responsible use of county resources the following provisions apply:
 - a. Battery-powered personal equipment such as MP3 players is allowed. Limitations to personal music devices with ear-bud devices include:
 - i. They may not be used if the MP3 player is cellphone based (see #2).
 - ii. They may not be used in areas in view of the public.

iii. May not be permitted if there is evidence that the use appears to interfere with the employee's performance of assigned duties

b. The under-head lighting in workstations is to be turned off at the end of each employee's workday.

c. Computers must be completely powered down at the end of each employee's workday. In addition to the computer tower, this includes monitors and printers. Sleep function is not considered powered down.

d. Break rooms that include areas and power for refrigerators, microwave ovens, toasters, coffee pots, etc. are for staff use in all facilities. The installation of kitchen small appliances in personal work areas is not permitted. This includes small refrigerators, small ovens, coffee pots, etc. Additional areas that create secondary common areas for small appliances may be established in order to improve access in larger facilities upon the recommendation of the program supervisor and approved; however, provisions must be made to ensure that the additional area will not result in above normal facility wear and maintenance.

4. Staff is required to use approved cubicle and wall hardware in posting and hanging signs. Pushpins, tape and Velcro are not approved hanging hardware as they damage the cubicle fabric and walls and you may be held responsible for damages. For approved cubicle and wall hardware please see your supervisor.

5. Scotch tape, regular masking tape, duct tape, electrical tape, wall tacks, push pins, staples and nails are never to be used to post notices or decorations. Painter's tape or Frog tape may be used for the temporary hanging of seasonal or special event decorations but must be removed within 3 weeks to avoid paint damage. Lucite frames and stands should be used for posting notices (not taped to glass, doors or walls). Consult with your supervisor for approved methods of posting temporary signs.

6. Nails, push pins, tacks, staples or duct tape may not be used to hang items on walls. Only 3M type removable devices may be used. Bulletin boards may be used but must be installed by Facilities Management.

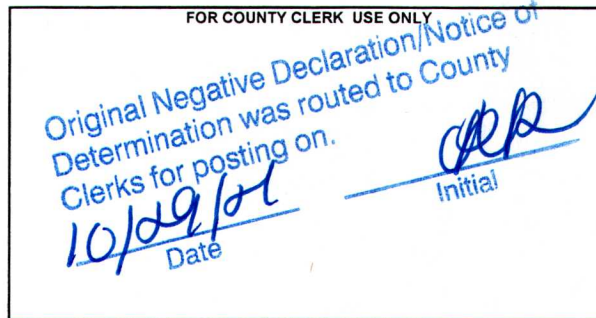
7. It is the responsibility of all staff to maintain a clean work environment. Staff is responsible for cleaning up all accidental dirt, stains, spills, etc. that they create. (Riverside County Safety Manual Documents 201 & 1001).

8. Food/eating is not permitted in the business office. Food is allowed at your workstation as long as it is not in view of consumers and the public. Employees are expected to be sensitive to any odor their food selection creates for co-workers in shared work areas. Please clean up your workstation after all meals. Employees who choose to eat in the workstation are responsible for spot cleaning carpet for any spills and stains. In addition, all discarded food items shall be placed in covered trash receptacles and shall not be discarded in workstation trash receptacles.

9. Staff may bring personal decorative items from home for their cubicle workstation. In doing so, the following must be considered:
- a. Items should be made only of County approved fire-resistant materials (Riverside County Safety Manual Document 1001).
 - b. Workstations in view of the public must maintain a professional business décor and may not be cluttered with personal mementos. The overall workstation must remain neat and professional, regardless of whether the area is in view of the public. Artwork and personal photographs shall be appropriate for a business/professional environment.
 - c. Personal items must not inhibit the effectiveness and utilization of the workstation for its intended purpose.
 - d. Personal items must not detract oneself or others from accomplishing their work-related duties.
 - e. Work areas in view of the public (i.e. lobbies) must remain neat and free of clutter. Staff should consult with their supervisor to obtain any organizational resources that will facilitate a clean, professional appearance.

Note: RUHS-BH Contract providers leasing and operating in county-owned facilities shall ensure compliance with 3 (*italics*) and a & d, 4, 5, 6, 7, and 8 (*italics*). Contract providers will be responsible for facility and equipment damage and repair costs that are not due to normal wear and tear but related to provider employee negligence and non-compliance with these standards and may not be applied to the contract service cost.

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



NOTICE OF EXEMPTION

October 12, 2021

Project Name: Revenue License with MFI Recovery Center, Riverside University Health System - Behavioral Health (RUHS-BH)

Project Number: FM047611063400

Project Location: 1001 and 1003 County Farm Road, west of Harrison Street, Riverside, California 92503; Assessor's Parcel Number (APN) 145-240-004

Description of Project: RUHS-BH is utilizing the County-owned facility located at 10001 and 10003 County Farm Road, in Riverside, for a 24/7 voluntary adult residential treatment facility and sobering center. RUHS-BH is seeking a Revenue License Agreement between the County and MFI Recovery Center, the Operator of the program, to occupy the premises and provide the associated services. The Revenue License Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would not result in an increase in capacity or physical expansion beyond what was previously approved as part of the Lease Agreement. No significant physical changes would occur as a result of the Revenue License Agreement.

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), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

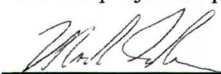
Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA 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 License Agreement.

OCT 26 2021 3.8

- **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 Revenue License Agreement is a contractual action to permit the continued operation of public services at the existing voluntary adult residential treatment facility and sobering center. The Revenue License Agreement would be provide services within the existing building and consistent with the existing land use, and no substantial increase in capacity would be created by the project. Therefore, the project is exempt as it meets the scope and intent of the Categorical 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 proposed The Revenue License Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility 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 site 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: _____



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

Date: 10-12-2021

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Revenue License with MFI Recovery Center, Riverside University Health System - Behavioral Health, County Farm, Riverside

Accounting String: 524830-47220-7200400000 - FM047611063400

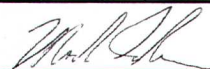
DATE: October 12, 2021

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: Heidi Rigler, Supervising 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: October 12, 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 # FM047611063400**
Revenue License with MFI Recovery Center, Riverside University Health System
- Behavioral Health, County Farm Riverside

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