

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



**ITEM:** 3.12  
(ID # 21146)

**MEETING DATE:**  
Tuesday, April 18, 2023

**FROM :** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Ratification and Approval of Lease between the County of Riverside and California Family Life Center, 5656 Mission Boulevard, Jurupa Valley, CA 92509, 5-Year Lease, CEQA Exempt pursuant to State CEQA Guidelines Section 15301 and 15061(b)(3); District 2. [\$0] (Clerk to file Notice of Exemption)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption;
2. Ratify and approve the attached Revenue Lease between the County of Riverside and California Family Life Center, a California non-profit corporation, and authorize the Chair of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) working days of approval by the Board.

**ACTION:Policy**

  
Rose Salgado, Director of Facilities Management 4/5/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: None  
Date: April 18, 2023  
xc: FM-RE, Recorder

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	22/23 - 27/28

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On or about March 7, 2011, the County of Riverside entered into a revenue lease agreement with California Family Life Center (“CFLC” or “Lessee”) for the premises located at 5656 Mission Boulevard, Jurupa Valley, California, 92509 (Assessor’s Parcel Numbers: 181-051-019, 181-051-020, 181-051-021, and 181-051-022). On June 6, 2017, the revenue lease agreement extended the term of the agreement for five (5) years.

The County and CFLC desire to continue the use of the property for an additional term of five (5) years effective January 1, 2023, through December 31, 2027, as the CFLC continues to benefit the residents of Riverside County through their Youth Development Center. Being presented for Board of Supervisor’s approval is an updated and new revenue lease agreement (“Revenue Lease”) which include changes to the terms.

Pursuant to the California Environmental Quality Act (CEQA), the Revenue Lease was reviewed and determined to be categorically exempt from CEQA under State Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), “Common Sense” Exemption. The proposed project, the Revenue Lease, is the letting of property involving existing facilities.

The new Revenue Lease is summarized as follows:

- Lessor: California Family Life Center  
930 N. State Street  
Hemet, CA 92543
- Premises: 5656 Mission Boulevard, Jurupa Valley, CA 92509
- Term: Five (5) years, commencing January 1, 2023, and expiring December 31, 2027
- Size: Approximately 14,740 square feet.
- Rent Revenue: \$2,000.00 per month

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

\$24,000.00 per year

Rent Increases: 3% per year

Maintenance: Provided by Lessee

Custodial: Provided by Lessee

Utilities: Provided by Lessee

This Revenue Lease has been reviewed and approved by County Counsel as to legal form.

**Impact on Residents and Businesses**

The CFLC provides community youth developmental programs that are designed to help youth optimize their personal, social, and vocational competency in order to live successfully in the community. Activities are determined by the needs of the individual served. The youth served are active partners in all aspects of these programs. This facility will also continue to provide an economic impact to the area through business that will benefit from employee and client impact.

**Additional Fiscal Information**

CFLC shall pay the County of Riverside \$2,000.00 per month (\$24,000.00 per year) as rent for the facility.

**Contract History**

This is a Revenue Lease agreement.

<u>Agreement:</u>	<u>Date:</u>
Lease	March 7, 2011
First Amendment	June 6, 2017


**ATTACHMENTS:**

- Revenue Lease
- Notice of Exemption
- Aerial

CT:sc/1312023/RV450/30.890

  
Aaron Gettis, Deputy County Counsel 4/6/2023

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> Street, Second Floor, Riverside, CA

FOR COUNTY CLERK USE ONLY		
<b>F I L E D / P O S T E D</b>		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202300420 04/18/2023 01:17 PM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

### NOTICE OF EXEMPTION

January 27, 2023

**Project Name:** California Family Life Center Revenue Lease Agreement at 5656 Mission Boulevard, Riverside

**Project Number:** FM047611045000

**Project Location:** 5656 Mission Boulevard, west of Pontiac Avenue, Riverside, California 92509 Assessor's Parcel Numbers (APNs): 181-051-019, 181-051-020, 181-051-021, 181-051-022

**Description of Project:** On March 3, 2011, The County of Riverside entered into a revenue lease agreement (Lease) with California Life Center for the premises at 5656 Mission Boulevard, Rubidoux, California 92509, on APNs 181-051-019, 181-051-020, 181-051-021, and 181-051-022. On June 6, 2017, a First Amendment extended the term of the agreement for five years.

The California Family Life Center continues to benefit the residents of the area in Riverside County. A new Lease is being sought which will increase the rent amount and extend the term for a period of five years effective January 1, 2023, through December 31, 2027.

The Lease is identified as the proposed project under the California Environmental Quality Act (CEQA). No expansion of an existing use will occur. The operation of the facility will continue to a youth opportunity center with children and family enrichment programs for youths and adults. The Lease will not result in an increase in capacity or the intensity of the use of the site. No additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** Riverside County

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

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

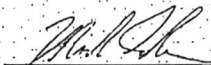
**Reasons Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State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

APR 18 2023 3.12

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to a new Lease Agreement to continue services to the existing facility. The continuation of these services will result in the ongoing use, operation, and maintenance of the facility. The use of the facility would not result in any changes as a result of the extension of term and no expansion of public services would occur. Therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Lease, which will extend the term for the use of the youth opportunity center, 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: \_\_\_\_\_



Date: 1-26-2023

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

1 **REVENUE LEASE**

2 County of Riverside and  
3 California Family Life Center

4 5656 Mission Boulevard, Jurupa Valley, CA 92509

5  
6 This Revenue Lease ("Lease") is entered into as of the 18<sup>th</sup> day of  
7 April, 2023 by and between the **COUNTY OF RIVERSIDE**, a political  
8 subdivision of the State of California ("Lessor" or "County"), and **CALIFORNIA FAMILY**  
9 **LIFE CENTER**, a California non-profit corporation, ("Lessee") for property located at  
10 5656 Mission Boulevard, Jurupa Valley, CA 92509.

11 In consideration of mutual covenants and other good and valuable  
12 consideration, the parties do hereby agree as follows:

13 **1. Description.** The leased premises consists of one (1) building of  
14 approximately 14,740 square feet and parking lot situated on approximately 0.95 acres  
15 (also known as Assessor's Parcel Numbers: 181-051-019, 181-051-020, 181-051-021,  
16 and 181-051-022) located at 5656 Mission Boulevard, Jurupa Valley, CA 92509 (or  
17 portion thereof) as more particularly shown on Exhibit "A," attached hereto and  
18 incorporated herein (the "Property" or "Premises").

19 **2. Use.**

20 (a) The Premises are leased hereby for the purpose of providing a  
21 youth opportunity center and conducting children and family enrichment programs for  
22 disadvantaged youth and adults.

23 (b) The Premises shall not be used for any other purpose without first  
24 obtaining the written consent of County, which consent shall not be unreasonably  
25 withheld.

26 (c) Lessee shall have the exclusive use of the Premises.

27 **3. Term.** This Lease shall be for a period of five (5) years, effective as of  
28 January 1, 2023, and terminating December 31, 2027.

1           **4. Options to Extend.**

2           (a) None.

3           **5. Rent.**

4           (a) Lessee shall pay the sum of two thousand and 00/100 dollars  
5 (\$2,000) per month to County as rent for the Premises, payable, in advance, on the  
6 first day of the month, provided, however, in the event rent for any period during the  
7 term hereof which is for less than one (1) full calendar month said rent shall be pro-  
8 rated based upon the actual number of days of said month.

9           (b) Notwithstanding the provisions of this Section 5, the monthly rent  
10 shall be increased on each anniversary of the Lease by an amount equal to three (3%)  
11 percent of such monthly rental.

12           (c) Late Fee: Rent received after the 1<sup>st</sup> of the month is subject to a  
13 late charge of ten (10%) percent. This provision shall apply to any other monies due to  
14 the County in addition to the Rent.

15           (d) The Lease shall be a triple net (NNN) Lease, and the Lessee shall  
16 reimburse the County for its share of the County's insurance, property taxes, and other  
17 items as it related to this Property that the Lessee does not directly pay for.

18           (e) Lessee shall also be responsible for timely payment of any  
19 personal property taxes levied against its property and possessory interest tax which  
20 may be levied against the property in accordance with the California Revenue and  
21 Taxation Code.

22           **6. On-Site Improvements by Lessee.**

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

27           (b) All alterations and improvements to be made, and fixtures  
28 installed, or caused to be made and installed, by Lessee shall become the property of

1 County with the exception of trade fixtures as such term is used in section 1019 of the  
2 California Civil Code. At or prior to the expiration of this Lease, Lessee may remove  
3 such trade fixtures; provided, however, that such removal does not cause injury or  
4 damage to the Premises, or in the event it does, Lessee shall restore the Premises to  
5 their original shape and condition as nearly as practicable. In the event such trade  
6 fixtures are not removed, County may, at its election, either: (1) remove and store such  
7 fixtures and restore the Premises for the account of Lessee, and in such event, Lessee  
8 shall within thirty (30) days after billing and accounting therefore reimburse County for  
9 the costs so incurred, or (2) take and hold such fixtures as its sole property.

10 **7. Capital Improvements.** Lessee shall be responsible for repair and/or  
11 replacement of Capital Items regardless of the reason for replacement and regardless  
12 of the time remaining on the Lease Term. If by way of inspection by the County it is  
13 determined that Lessee committed waste in not addressing a Capital Item, County may  
14 at its option repair and/or replace the Capital Item, and in such event, Lessee shall  
15 within thirty (30) days after billing and accounting therefore reimburse County for the  
16 costs so incurred.

17 **8. Signs.** Lessee shall not erect, maintain, or display any signs or other  
18 forms of advertising upon the Premises without first obtaining the written approval of  
19 County, which approval shall not be unreasonably withheld.

20 **9. Utilities.**

21 (a) Lessee shall provide and pay for all utilities.

22 **10. Maintenance.**

23 (a) Lessee shall provide and pay for all maintenance at the Property  
24 and shall keep the property at a first-class commercial building standard.

25 **11. Custodial Services.**

26 (a) Lessee shall provide and pay for all custodial costs at the  
27 Property.

28



1           **12. Inspection of Premises.** County, through its duly authorized agents,  
2 shall have the right to enter the Premises for the purpose of inspecting, monitoring, and  
3 evaluating the obligations of Lessee hereunder and for the purpose of doing any and  
4 all things which it is obligated and has a right to do under this Lease.

5           **13. Quiet Enjoyment.** Lessee shall have, hold and quietly enjoy the use of  
6 the Premises so long as it shall fully and faithfully perform the terms and conditions that  
7 it is required to do under this Lease.

8           **14. Compliance with Government Regulations.** Lessee shall, at Lessee's  
9 sole cost and expense, comply with the requirements of all local, state and federal  
10 statutes, regulations, rules, ordinances and orders now in force or which may be  
11 hereafter in force, pertaining to the Premises. Any final judgment, decree or order of  
12 any court of competent jurisdiction, or the admission of Lessee in any action or  
13 proceedings against Lessee that Lessee has violated any such statutes, regulations,  
14 rules, ordinances or orders in the use of the Premises, shall be conclusive of that fact  
15 as between County and Lessee.

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

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1           **16. Default.**

2           (a) Lessee shall be in default if the Premises is used for any purpose other  
3 than that authorized in the Lease, fails to maintain the Premises or the improvements  
4 in the manner provided for in the Lease, fails to pay any installment of rent or other  
5 sum when due as provided for in the Lease, fails to maintain its legal standing as a  
6 non-profit organization, fails to maintain its insurance requirements beyond the  
7 applicable cure period, fails to maintain its recurring licensing or credentialing  
8 standards pursuant to its operations or fails to provide County a copy of the same upon  
9 request, fails to comply with or perform any other covenant, condition, provision or  
10 restriction provided for in the Lease, abandons the Premises, allows the Premises to  
11 be attached, levied upon, or seized under legal process; or, if the Lessee files or  
12 commits an act of bankruptcy, has a receiver or liquidator appointed to take possession  
13 of the Premises, or commits or permits waste on the Premises (collectively referred to  
14 as a "Default"), then the Lessee shall be deemed in default under the terms of the  
15 Lease.

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

22           **17. Termination by County.** Notwithstanding the provisions of Default, County  
23 or the Lessee shall have the right to terminate this Lease for any reason without  
24 penalty by providing the other party no less than ninety (90) days prior written notice to  
25 the Termination Date.

26           **18. Insurance.** Without limiting or diminishing the LESSEE'S obligation to  
27 indemnify or hold the COUNTY harmless, LESSEE shall procure and maintain or  
28 cause to be maintained, at its sole cost and expense, the following insurance

1 coverages during the term of this Agreement. As respects to the insurance section  
2 only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts,  
3 Special Districts, and Departments, their respective directors, officers, Board of  
4 Supervisors, employees, elected or appointed officials, agents or representatives as  
5 Additional Insureds.

6           A.           Workers' Compensation:

7 If the LESSEE has employees as defined by the State of California, the LESSEE shall  
8 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by  
9 the laws of the State of California. Policy shall include Employers' Liability (Coverage  
10 B) including Occupational Disease with limits not less than \$1,000,000 per person per  
11 accident. The policy shall be endorsed to waive subrogation in favor of The County of  
12 Riverside. Policy shall name the COUNTY as Additional Insureds.

13           B.           Commercial General Liability:

14 Commercial General Liability insurance coverage, including but not limited to, premises  
15 liability, unmodified contractual liability, products and completed operations liability,  
16 personal and advertising injury, and cross liability coverage, covering claims which may  
17 arise from or out of LESSEE'S performance of its obligations hereunder. Policy shall  
18 name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than  
19 \$2,000,000 per occurrence combined single limit. If such insurance contains a general  
20 aggregate limit, it shall apply separately to this agreement or be no less than two (2)  
21 times the occurrence limit.

22           C.           Vehicle Liability:

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

3 D. General Insurance Provisions - All lines:

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

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

18 3) LESSEE shall cause LESSEE'S insurance carrier(s) to furnish the  
19 County of Riverside with either 1) a properly executed original Certificate(s) of  
20 Insurance and certified original copies of Endorsements effecting coverage as required  
21 herein, and 2) if requested to do so orally or in writing by the County Risk Manager,  
22 provide original Certified copies of policies including all Endorsements and all  
23 attachments thereto, showing such insurance is in full force and effect. Further, said  
24 Certificate(s) and policies of insurance shall contain the covenant of the insurance  
25 carrier(s) that a minimum of thirty (30) days written notice shall be given to the County  
26 of Riverside prior to any material modification, cancellation, expiration or reduction in  
27 coverage of such insurance. If LESSEE'S insurance carrier(s) policies does not meet  
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1 the minimum notice requirement found herein, LESSEE shall cause LESSEE'S  
2 insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

3 4) In the event of a material modification, cancellation, expiration, or  
4 reduction in coverage, this Agreement shall terminate forthwith, unless the County of  
5 Riverside receives, prior to such effective date, another properly executed original  
6 Certificate of Insurance and original copies of endorsements or certified original  
7 policies, including all endorsements and attachments thereto evidencing coverage's set  
8 forth herein and the insurance required herein is in full force and effect. LESSEE shall  
9 not commence operations until the COUNTY has been furnished original Certificate (s)  
10 of Insurance and certified original copies of endorsements and if requested, certified  
11 original policies of insurance including all endorsements and any and all other  
12 attachments as required in this Section 18. An individual authorized by the insurance  
13 carrier to do so on its behalf shall sign the original endorsements for each policy and  
14 the Certificate of Insurance.

15 5) It is understood and agreed to by the parties hereto that the  
16 LESSEE'S insurance shall be construed as primary insurance, and the COUNTY'S  
17 insurance and/or deductibles and/or self-insured retention's or self-insured programs  
18 shall not be construed as contributory.

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

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

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

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

8                   **19. Hold Harmless.** LESSEE shall indemnify and hold harmless the County of  
9 Riverside, its Agencies, Districts, Special Districts and Departments, their respective  
10 directors, officers, Board of Supervisors, elected and appointed officials, employees,  
11 agents and representatives (individually and collectively hereinafter referred to as  
12 Indemnitees) from any liability whatsoever, based or asserted upon any services of  
13 LESSEE, its officers, employees, subcontractors, agents or representatives arising out  
14 of or in any way relating to this Agreement, including but not limited to property  
15 damage, bodily injury, or death or any other element of any kind or nature whatsoever  
16 arising from the performance of LESSEE, its officers, employees, subcontractors,  
17 agents or representatives Indemnitors from this Agreement. LESSEE shall defend, at  
18 its sole 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 LESSEE,  
22 LESSEE shall, at their sole cost, have the right to use counsel of their own choice and  
23 shall have the right to adjust, settle, or compromise any such action or claim without  
24 the prior consent of COUNTY; provided, however, that any such adjustment, settlement  
25 or compromise in no manner whatsoever limits or circumscribes LESSEE'S  
26 indemnification to Indemnitees as set forth herein.

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

4 The specified insurance limits required in this Agreement shall in no way limit or  
5 circumscribe LESSEE'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 LESSEE from indemnifying the Indemnitees to the  
10 fullest extent allowed by law.

11 **20. Assignment.** Lessee 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 20, Lessee expressly understands and agrees that  
16 it shall remain liable with respect to any and all of the obligations and duties contained  
17 in this Lease.

18 **21. Indemnification.** Unless due to the active negligence of the County,  
19 Lessee shall indemnify and hold harmless the County of Riverside, its agencies,  
20 districts, special districts and departments, their respective directors, officers, Board of  
21 Supervisors, elected and appointed officials, employees, agents and representatives  
22 ("County Parties") from any liability whatsoever, based or asserted upon any act or  
23 omission of Lessee, its officers, employees, subcontractors, agents or representatives  
24 arising out of or in any way relating to or in any way connected with the Premises or  
25 this Lease, including but not limited to property damage, bodily injury, or death or any  
26 other element of any kind or nature whatsoever. Lessee shall defend, at its sole  
27 expense, all costs and fees including, but not limited, to attorney fees, cost of  
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1 investigation, defense and settlements or awards, County Parties in any claim or action  
2 based upon such alleged acts or omissions.

3 With respect to any action or claim subject to indemnification herein by Lessee,  
4 Lessee shall, at their sole cost, have the right to use counsel of their own choice and  
5 shall have the right to adjust, settle, or compromise any such action or claim without  
6 the prior consent of County; provided, however, that any such adjustment, settlement  
7 or compromise in no manner whatsoever limits or circumscribes Lessee's  
8 indemnification to County as set forth herein.

9 Lessee's obligation hereunder shall be satisfied when Lessee has provided to  
10 County the appropriate form of dismissal relieving County from any liability for the  
11 action or claim involved.

12 The specified insurance limits required in this Agreement shall in no way limit or  
13 circumscribe Lessee's obligations to indemnify and hold harmless the County herein  
14 from third party claims.

15 In the event there is conflict between this clause and California Civil Code  
16 section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such  
17 interpretation shall not relieve the Lessee from indemnifying the County to the fullest  
18 extent allowed by law.

19 Survival of Indemnification. The paragraphs of this Section 21 shall survive the  
20 expiration or earlier termination of this Lease until all claims against County Parties  
21 involving any of the indemnified matters are fully, finally, and absolutely barred by the  
22 applicable statutes of limitations.

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



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

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

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

26       **25. Binding of Successors.** Lessee, its assigns and successors in interest,  
27 shall be bound by all the terms and conditions contained in this Lease, and all the  
28 parties thereto shall be jointly and severally liable hereunder.

1           **26. Waiver of Performance.** No waiver by County at any time of any of the  
2 terms and conditions of this Lease shall be deemed or construed as a waiver at any  
3 time thereafter of the same or of any other terms or conditions contained herein or of  
4 the strict and timely performance of such terms and conditions.

5           **27. Severability.** The invalidity of any provision in this Lease as determined by  
6 a court of competent jurisdiction shall in no way affect the validity of any other provision  
7 hereof.

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

15           **29. Notices.** Any notice shall be addressed to the respective parties as set  
16 forth below:

17 <u>County:</u>	17 <u>Lessee:</u>
18 Real Estate Division	18 Mary J Ramirez
19 Facilities Management Department	19 California Family Life Center
20 3450 14 <sup>th</sup> Street, Suite 200	20 930 N. State Street
21 Riverside, California 92501	21 Hemet, CA 92543
22 Attention: Deputy Director of Real Estate	22 (951) 765-6955
23 Telephone: (951) 955-4820	
24 Other Inquiries: <a href="mailto:FM-Leasing@rivco.org">FM-Leasing@rivco.org</a>	

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

25           **30. Amendments.** This Lease shall not be modified unless mutually agreed  
26 upon in writing by the County and the Lessee and shall be incorporated in executed  
27 amendments to this Lease.  
28

1           **31. No Third Party Beneficiaries.**       This Lease is made and entered into for  
2 the sole protection and benefit of the parties hereto. No other person or entity shall  
3 have any right of action based upon the provisions of this Lease.

4           **32. Permits, Licenses and Taxes.** Lessee shall secure and maintain, at its  
5 expense, all necessary permits, and licenses as it may be required to obtain and/or  
6 hold, and Lessee shall pay for all fees and taxes levied or required by any authorized  
7 public entity.

8           **33. County's Representative.** County hereby appoints the Director of  
9 Facilities Management as its authorized representative to administer this Lease.

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

26          **35. Entire Lease.** This Lease is intended by the parties hereto as a final  
27 expression of their understanding with respect to the subject matter hereof and as a  
28 complete and exclusive statement of the terms and conditions thereof and supersedes

1 any and all prior and contemporaneous leases, agreements and understandings, oral  
2 or written, in connection therewith. The Lease may be changed or modified only upon  
3 the written consent of the parties hereto.

4 **36. Authority to Execute.** The persons executing this Lease on behalf of the  
5 parties to this Lease hereby warrant and represent that they have the authority to  
6 execute this Lease and warrant and represent that they have the authority to bind the  
7 respective parties to this Lease and to the performance of its obligations hereunder.

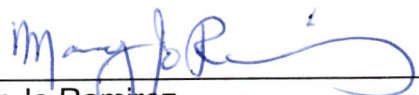
8 **37. Approval.** Anything to the contrary notwithstanding, this Lease shall not be  
9 binding or effective until its approval and execution by the Chair of the Board of  
10 Supervisors.

11  
12 IN WITNESS WHEREOF, COUNTY and LESSEE have executed this Lease on this  
13 day 18<sup>th</sup> of April, 2023.


14  
15 COUNTY:  
16 County of Riverside, a  
17 political subdivision of the State of  
18 California

15 LESSEE:  
16 CALIFORNIA FAMILY LIFE CENTER,  
17 a California non-profit corporation

18  
19 By:   
20 Kevin Jeffries, Chair  
21 Board of Supervisors

19 By:   
20 Mary Jo Ramirez  
21 Executive Director

22 APPROVED AS TO FORM:  
23 Minh C. Tran  
24 County Counsel

25 By:   
26 Ryan Yabko  
27 Deputy County Counsel

24 ATTEST:  
25 KIMBERLY A. RECTOR, Clerk  
26 By:   
27 DEPUTY

28 CT:sc/1312023/RV450/30.890]

APR 18 2023 3.12



**INTERACTIVE DESIGN CORPORATION**

**ARCHITECTURE  
LANDSCAPE  
ENVIRONMENTAL ART**

1941 Clay Drive  
Folsom, CA 95630  
Phone: 916.779.1515  
Fax: 916.779.1516  
www.interactivedesign.com



**RUBIDOUX  
YOUTH CENTER**

1844 MISSION BOULEVARD  
RUBIDOUX, CA 91119-4404

**RivCo EDA**

3331 14th Street  
Merced, CA 95361  
Tel: 209.385.7100  
Fax: 209.385.7101  
www.rivcoeda.com

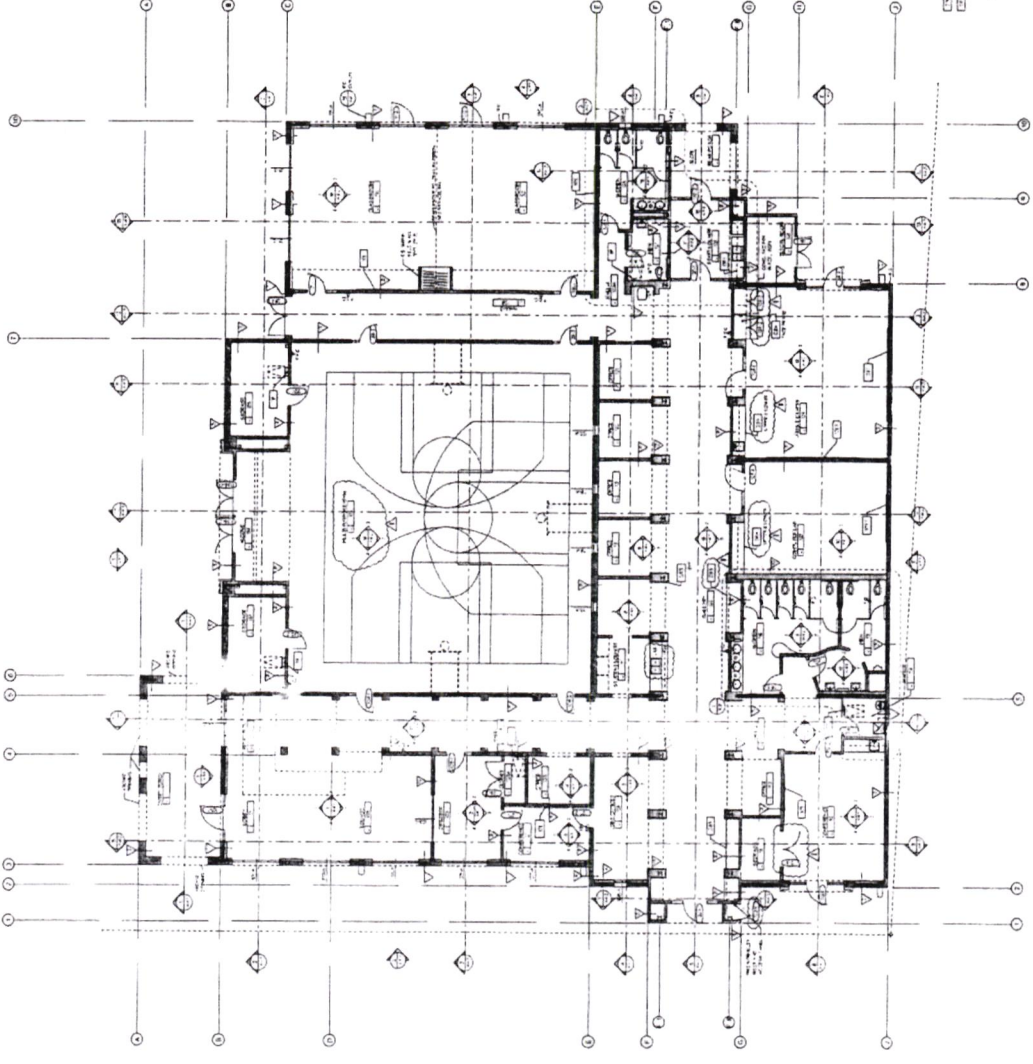
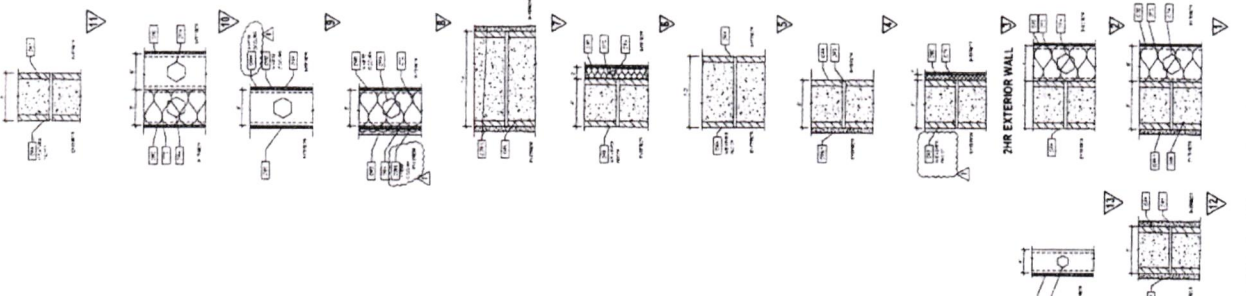
01 SEPT 04	
PROJECT NO.	
DATE	
BY	
SCALE	

**0301**

FLOOR PLAN

**A-3.1**

- 1000 CONCRETE SLAB
- 1005 CONCRETE SLAB
- 1010 CONCRETE GRADE BEAM
- 1015 1/2" WOOD JOIST WITH 2x12 STRIPS OVER JOIST
- 1020 2x12 WOOD JOIST WITH 2x12 STRIPS OVER JOIST
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- 1500 1/2" WOOD JOIST WITH 2x12 STRIPS OVER JOIST



**FLOOR PLAN**

18" x 12" @ 1"

**EXHIBIT "A"**

# Rubidoux Youth Opportunity Center

5656 Mission Boulevard, Riverside, CA 92509



## Legend

County Centerline Names



**\*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.

## Notes

District 1  
Parcels outlines in black  
Blue dot on building  
APN:181-051-019; 181-051-020;  
181;051;021;181-051-022

0 188 376 Feet

REPORT PRINTED ON... 4/6/2023 10:24:17 AM

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