

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



**ITEM: 3.13
(ID # 24062)**

MEETING DATE:

Tuesday, April 02, 2024

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Ratification and approval of Lease with Clinicas de Salud del Pueblo, Inc., Mecca, Five Year Lease; California Environmental Quality Act Exempt pursuant to State CEQA Guidelines Section 15301 and 15061(b)(3); District 4. [\$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 Lease between the County of Riverside, a political subdivision of the State of California, and Clinicas de Salud del Pueblo, Inc., a California nonprofit 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 and the State Clearinghouse within five (5) working days of approval by the Board.

ACTION:Policy


Vincent Yzaguirre

3/1/2024

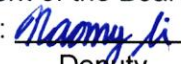

Rose Salgado, Director of Facilities Management

3/4/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, 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 2, 2024
xc: FM-RE, Recorder/State Clearinghouse

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A Revenue Lease			Budget Adjustment: No	
			For Fiscal Year: 23/24 – 28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Mecca Family Care Center is a County-owned facility located at 91-275 Avenue 66, Mecca, and is occupied by both County departments and private tenants. Clinicas de Salud del Pueblo, Inc. (Clinicas), a California nonprofit corporation, has occupied the facility since 2005. Clinicas and Facilities Management-Real Estate (FM-RE) have negotiated a new revenue lease under new terms for occupancy of 11,120 square feet (Lease).

Clinicas provides an array of medical and dental services to the unincorporated community of Mecca as well as to the surrounding communities. Resident access to this care is pursuant to the provisions contained in Section 1200 et seq. of the Health and Safety Code, deemed by the County of Riverside to meet the social needs of its residents pursuant to Section 26227 of the Government Code.

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

The Lease is summarized below:

Lessee: Clinicas de Salud del Pueblo, Inc.

Premises: 91-275 Avenue 66, Mecca, CA – Clinic Space
Assessor's Parcel Number 727-272-030

Size: 11,120 square feet

Term: Five (5) years, commencing January 1, 2024, and expiring at midnight on December 31, 2028

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

Options: Upon mutual agreement by county and Lessee shall be incorporated by amendment to the Lease.

Rent: \$2.00 per square foot
\$22,240.00 per month
\$266,880.00 per year

Annual Escalator: Monthly rent shall be increased by three percent (3%) on each anniversary of the lease.

Utilities: County pays electric, water, gas, sewer, and trash removal.

Interior/Exterior Maintenance: Provided by County

Custodial: Provided by County

Impact on Residents and Businesses

The proposed Revenue Lease will ensure that the residents of the unincorporated community of Mecca and neighboring communities have access to health care pursuant to the provisions contained in Section 1200 et seq. of the Health and Safety Code, deemed by the County of Riverside to meet the social needs of its residents pursuant to Section 26227 of the Government Code.

Contract History and Price Reasonableness

The lease rate is deemed reasonable based on the current real estate market.

ATTACHMENT

- Revenue Lease Agreement
- Mecca Aerial 2024
- NOE Mecca Clinic Lease

AG:kt/121923/ME036/40.016


Veronica Santillan
Veronica Santillan, Principal Management Analyst

3/27/2024

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel

3/21/2024

County of Riverside
Facilities Management
3450 14th Street, Riverside, CA

FILED / POSTED		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202400368		
04/03/2024 09:03 AM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

February 7, 2024

Project Name: Approval of Lease Amendment with Clinicas de Salud Pueblo, at the Mecca

Project Number: FN047460003600

Project Location: 91-2775 Avenue 66, east of Hammond Road, Mecca, California 92254, Assessor's Parcel Number (APN): 727-272-030

Description of Project: The Mecca Clinic is a County-owned medical building located at 91-275 Avenue 66, Mecca and is occupied by both County departments and private sector tenants. Clinicas de Salud del Pueblo, Inc. (Clinicas), a California nonprofit corporation, has occupied Mecca Clinic since 2005. Clinicas and Facilities Management Real Estate (FM-RE) have negotiated a new revenue lease under new terms for an occupancy of 11,120 square feet of Office Space (Revenue Lease).

Clinicas provides necessary medical, dental and pharmacy services to the unincorporated community of Mecca and surrounding communities. Resident access to this care is pursuant to the provisions contained in Section 1200 et seq. of the Health and Safety Code, deemed by the County of Riverside to meet the social needs of its residents pursuant to Section 26227 of the Government Code.

The five-year Revenue Lease Amendment with Clinicas commences on January 1, 2024, and terminates on December 31, 2028. The Revenue Lease Amendment 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 provide medical services to the public. The Revenue 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

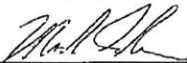
Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

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 Revenue Lease.

- **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 an extension of term for the existing Revenue Lease to continue services at an 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 occupancy 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 Revenue Lease, which will result in the continued use of office space at the Mecca Clinic, 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: 2-7-2024
Mike Sullivan,
County of Riverside, Facilities Management

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**REVENUE LEASE BETWEEN THE
COUNTY OF RIVERSIDE AND CLINICAS DE SALUD DEL PUEBLO INC.,
PERTAINING TO USE OF CLINIC SPACE AT 91-275 AVENUE 66, MECCA,
CALIFORNIA**

This Lease is entered into as of the 02 day of April, 2024, by and between the County of Riverside as landlord, hereinafter referred to as "County," and the Clinicas De Salud Del Pueblo Inc., a California nonprofit corporation, as tenant, hereinafter referred to as "Lessee."

The parties, for mutual consideration contained herein, agree as follows:

1. Premises. The Premises shall consist of a portion of the building as defined herein, including all improvements therein or to be provided by County under the terms of this Lease, and commonly known as 91-275 Avenue 66, located in Mecca, County of Riverside, State of California, generally described as:

a. Clinic space consisting of approximately 11,120 square feet, as more particular shown on Exhibit A, attached hereto, and by reference made part of this lease, hereinafter referred to as "Clinic."

b. The premises, the building, parking lot, common areas, backup generator, and the land upon which they are located, along with other buildings and improvements thereon, are herein collectively referred to as the "Center."

2. Use. The Premises is leased to Lessee for the purpose of providing clinic services for the benefit of the unincorporated community of Mecca and surrounding communities pursuant to the provisions contained in Section 1200 et seq. of the Health and Safety Code, deemed by the County of Riverside to meet the social needs of its residents pursuant to Section and Section 26227 of the Government Code.

a. The leased Premises shall not be used for any other purpose.

APR 02 2024 3.13

1 b. Lessee shall have the exclusive use of the leased Premises, and the
2 common use of the walkways, driveways, vehicular parking facilities maintained and
3 operated by County for itself and members of the general public at said Center.

4 **3. Term.** The term of the Lease shall be five (5) years, commencing January 1,
5 2024, and expiring at midnight on December 31, 2028.

6 a. The Premises are leased to Lessee for the purpose of providing
7 clinic services for the benefit of the unincorporated community of Mecca and
8 surrounding communities.

9 b. Hours of Operation:

10 1. The Clinic shall, at minimum, be open to the public Monday
11 through Friday from 7:00 a.m. to 6:00 p.m.

12 **4. Extension.** Any extension of the term of this Lease shall be upon mutual
13 agreement by County and Lessee and shall be incorporated by amendment to the
14 Lease.

15 **5. Rent.** Lessee shall pay to County the sum of Twenty-Two Thousand
16 Two Hundred Forty Dollars (\$22,240.00) per month (\$2.00 per square foot) as rent for
17 the leased Premises, payable in advance, on the first (1st) day of each month,
18 commencing January 1, 2024 ("Rent").

19 (a) The rent payable during the term of the Lease shall be increased
20 annually on each anniversary date by three (3%) percent.

21 (b) Payments shall be mailed to:

22 County of Riverside Facilities Management
23 3450 14th Street, Suite 200
24 Riverside, CA 92501.

25 **6. Utilities, Maintenance and Custodial Services.** Rent shall include all
26 utility services used in connection with the operation of the Premises (excluding
27 phones and computer connectivity) throughout the term of this lease including water,
28 sewer, gas, refuse removal, electrical, building maintenance per the attached Exhibit B,

1 Custodial Services per the attached Exhibit C, fire insurance and extended coverage,
2 and landscaping.

3 **7. Improvements.** County has prepared the Premises for useful occupancy
4 as necessary to perform the functions required for the intended use herein. All
5 alterations and improvements to be made and fixtures installed or caused to be made
6 and installed, shall become the property of County.

7 **8. County's Obligation.** County's obligation over the life term of the lease shall
8 include:

9 a. Provide for Utilities, Maintenance and Custodial Services as set forth in
10 Section 6, above.

11 b. Provide care of landscaping, including plant materials and irrigation
12 equipment, and hardscaping.

13 c. Provide back-up generator maintenance, testing, fueling, and permitting.

14 **9. Lessee's Obligation.** Lessee's obligations shall include:

15 a. Compliance with federal, state and local laws, rules and regulations.
16 Lessee must meet and maintain the State of California's licensing requirements to
17 operate a Clinic.

18 b. Sole responsibility for the security measures to safeguard the Clinic.

19 c. All associated costs for clinic furniture, fixtures and equipment,
20 computers, and internet services.

21 **10. Termination by Lessee.**

22 a. Lessee shall have the option to terminate this Lease if the Center is
23 destroyed or damaged to the extent that it cannot be repaired within sixty (60) days, or
24 if more than 25% of the Premises are destroyed.

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

26 a. Lessee recognizes and understands the terms of this Lease shall result in
27 the creation of a possessory interest, subject to taxation. Lessee shall be responsible
28 the payment of possessory interest taxes levied on such interest. Lessee shall be

1 responsible for the payment of, and shall timely pay, all taxes, including personal
2 property taxes, assessments, and fees assessed or levied upon Lessee.

3 b. Lessee further agrees not to allow such taxes, including personal
4 property taxes, assessments, or fees to become a lien against said Premises or any
5 improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit
6 Lessee from contesting the validity of amount of any such tax, assessment, or fee in
7 any manner authorized by law.

8 **12. Inspection of Premises.** County, through its duly authorized agents, shall
9 have, at any time during normal business hours, the right to enter the leased premises
10 for the purpose of inspecting, monitoring, and evaluating the obligations of Lessee
11 hereunder and for the purpose of doing any and all things which it is obligated and has
12 a right to do under this lease.

13 **13. Quiet Enjoyment.** Lessee shall have, hold, and quietly enjoy the use of the
14 leased Premises so long as it shall fully and faithfully perform the terms and conditions
15 required under this Lease.

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

24 **15. Nondiscrimination.** Lessee herein covenants by and for himself or herself,
25 his or her heirs, executors, administrator, and assigns, and all persons claiming under
26 or through them, that this Lease is made and accepted upon and subject to the
27 following conditions: That there shall be no discrimination against or segregation of any
28 person or group of persons on account of any basis listed in section 12955 of the

1 Government Code, and also defined in sections 12926 and 12926.1 in the leasing,
2 subleasing, transferring, use, occupancy, tenure or enjoyment of the Property herein
3 leased, nor shall the Lessee himself or herself, or any persons claiming under or
4 through him or her, establish or permit any such practice or practices of discrimination
5 or segregation with reference to the selection, location, number, use or occupancy of
6 tenants, lessees, subtenants, subleases or vendees in the Property herein conveyed.

7 The foregoing covenants shall run with the land.

8 **16. Default.**

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

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

26 **17. Termination by County.** Notwithstanding the provisions of Default, County
27 shall have the right to immediately terminate this Lease for the following:
28

1 a. In the event a petition is filled for voluntary or involuntary
2 bankruptcy for the adjudication of Lessee as debtors.

3 b. In the event that Lessee makes a general assignment, or Lessee's
4 interest hereunder is assigned involuntarily or by operation of law, for the benefit of
5 creditors.

6 c. In the event of abandonment of the leased premises by Lessee.

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

11 e. In the event that Lessee fails or refuses to provide the services set
12 forth in Section 2 of this Lease.

13 **18. Insurance.** Without limiting or diminishing the Lessee's obligation to
14 indemnify or hold the County harmless, Lessee shall procure and maintain or cause to
15 be maintained, at its sole cost and expense, the following insurance coverage's during
16 the term of this Agreement. As respects to the insurance section only, the County
17 herein refers to the County of Riverside, its Agencies, Districts, Special Districts and
18 Departments, their respective directors, officers, Board of Supervisors, employees,
19 elected or appointed officials, agents or representatives as Additional Insureds.

20 A. Workers' Compensation:

21 If the Lessee has employees as defined by the State of California, the
22 Lessee shall maintain statutory Workers' Compensation. Insurance (Coverage A) as
23 prescribed by the laws of the State of California. Policy shall include Employers'
24 Liability (Coverage B) including Occupational Disease with limits not less than
25 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation
26 in favor of The County of Riverside.

27 B. Commercial General Liability:

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1 Commercial General Liability insurance coverage, including but not
2 limited to, premises liability, unmodified contractual liability, products and completed
3 operations liability, personal and advertising injury, and cross liability coverage,
4 covering claims which may arise from or out of Lessee's performance of its obligations
5 hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability
6 shall not be less than \$1,000,000 per occurrence combined single limit. If such
7 insurance contains a general aggregate limit, it shall apply separately to this agreement
8 or be no less than two (2) times the occurrence limit.

9 C. Vehicle Liability:

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

16 D. General Insurance Provisions – All lines:

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

22 2) The Lessee must declare its insurance self-insured retention for
23 each coverage required herein. If any such self-insured retention exceeds \$500,000
24 per occurrence each such retention shall have the prior written consent of the County
25 Risk Manager before the commencement of operations under this Agreement. Upon
26 notification of self-insured retention unacceptable to the County, and at the election of
27 the County's Risk Manager, Lessee's carriers shall either; 1) reduce or eliminate such
28 self-insured retention as respects this Agreement with the County, or 2) procure a bond

1 which guarantees payment of losses and related investigations, claims administration,
2 and defense costs and expenses.

3 3) Lessee shall cause Lessee's insurance carrier(s) to furnish the
4 County of Riverside with either 1) a properly executed original Certificate(s) of
5 Insurance and certified original copies of Endorsements effecting coverage as required
6 herein, and 2) if requested to do so orally or in writing by the County Risk Manager,
7 provide original Certified copies of policies of insurance shall contain the covenant of
8 the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given
9 to the County of Riverside prior to any material modification, cancellation, expiration or
10 reduction in coverage of such insurance. If Lessee's insurance carrier(s) policies does
11 not meet the minimum notice requirement found herein, Lessee shall cause Lessee's
12 insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

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

25 5) It is understood and agreed to by the parties hereto that the
26 Lessee's insurance shall be construed as primary insurance, and the County's
27 insurance and/or deductibles and/or self-insured retentions or self-insured programs
28 shall not be construed as contributory.

1 6) If, during the term of this Agreement or any extension thereof,
2 there is a material change in the scope of services; or, there is a material change in the
3 equipment to be used in the performance of the scope of work; or, the term of the
4 Agreement, including any extensions thereof, exceeds five (5) years; the County
5 reserves the right to adjust the types of insurance and the monetary limits of liability
6 required under this Agreement, if in the County Risk Manager's reasonable judgment,
7 the amount or type of insurance carried by the Lessee has become inadequate.

8 7) Lessee shall pass down the insurance obligations contained
9 herein to all tiers of subcontractors working under this Agreement.

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

12 9) Lessee agrees to notify County of any claim by a third party or any
13 incident or event that may give rise to a claim arising from the performance of this
14 Agreement.

15 **19. Hold Harmless.**

16 a) Lessee shall indemnify and hold harmless the County of Riverside, its Agencies,
17 Districts, Special Districts and Departments, their respective directors, officers, Board
18 of Supervisors, elected and appointed officials, employees, agents and representatives
19 (individually and collectively hereinafter referred to as Indemnitees) from any liability
20 whatsoever, based or asserted upon any services of Grantee, its officers, employees,
21 subtenants, agents or representatives arising out of or in any way relating to this
22 Agreement, including but not limited to property damage, bodily injury, or death or any
23 other element of any kind or nature whatsoever arising from the performance of
24 Lessee, its officers, employees, subtenants, agents or representatives Indemnitors
25 from this Agreement. Lessee shall defend, at its sole expense, all costs and fees
26 including, but not limited, to attorney fees, cost of investigation, defends and
27 settlements or awards, the Indemnitees in any claim or action based upon such alleged
28 acts or omissions.

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

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

10 d) The specified insurance limits required in this Agreement shall in no way limit or
11 circumscribe Lessee's obligations to indemnify and hold harmless the Indemnities
12 herein from third party claims.

13 e) In the event there is conflict between this clause and California Civil Code
14 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
15 Interpretation shall not relieve the Lessee from indemnifying the Indemnitees to the
16 fullest extent allowed by law.

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

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

28

1 **21. Toxic Materials.** During the term of the Lease and any extensions thereof,
2 Lessee shall not violate any federal, state or local law, ordinance or regulation, relating
3 to industrial hygiene or to the environmental condition on, under or about the leased
4 premises, including, but not limited to, soil and groundwater conditions. Further,
5 Lessee, its successors, assigns and sublessees, shall not use, generate, manufacture,
6 produce, store or dispose of on, under or about the leased premises or transport to or
7 from the leased premises any flammable explosives, asbestos, radioactive materials,
8 hazardous wastes, toxic substances or related injurious materials, whether injurious by
9 themselves or in combination with other materials (collectively, "hazardous
10 substances," "hazardous materials" or "toxic substances") in the Comprehensive
11 Environmental Response, Compensation and Liability Act of 1980, as amended, 42
12 U.S.C. section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C.
13 section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. section
14 6901, et seq; and those substances defined as "Hazardous Wastes" in section 25117
15 of the California Health and Safety Code or as "Hazardous Substances" in section
16 25316 of the California Health and Safety Code; and in the regulations adopted in
17 publications promulgated pursuant to said laws.

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

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

4 **24. Binding of Successors.** Lessee, its assigns and successors in interest,
5 shall be bound by all the terms and conditions contained in this Lease, and all the
6 parties thereto shall be jointly and severally liable hereunder.

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

11 **26. Severability.** The invalidity of any provision in this Lease as determined by
12 a court of competent jurisdiction shall in no way affect the validity of any other provision
13 hereof.

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

21 **28. Notices.** Any notice shall be addressed to the respective parties as set
22 forth below:

23 <u>County:</u>	<u>Lessee:</u>
24 County of Riverside	Clinicas De Salud Del Pueblo Inc.
25 Facilities Management	Attention: Yvonne Bell, CEO
26 Real Estate Division	852 East Danenderg Drive
27 Attention: Deputy Director of Real Estate	El Centro, CA 92243
28 3450 14 th Street, Suite 200	Telephone: (760) 344-9951

1 Riverside, CA 92501

Email: YvonneB@innercare.org

2 Telephone: (951) 955-4820

3 Email: FM-Leasing@rivco.org

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

6 **29. Personnel, Independent from County.** Lessee represents that it has all
7 the personnel required to perform the services necessary to operate under this Lease
8 or will subcontract for necessary services. Lessee personnel shall not be employed by,
9 nor have any direct contractual relationship with the County. The Lessee, its
10 employees, or personnel under direct contract with the Lessee or sublessees shall
11 perform all services required hereunder. Lessee and its agents, servants, employees,
12 and sublessees shall act at all times in an independent capacity during the term of this
13 Lease and shall not act as, and shall not be, nor shall they in any manner be construed
14 to be agents, officers, or employees of the County.

15 **30. Amendments.** This Lease shall not be amended unless such changes are
16 mutually agreed upon by the County and the Lessee and shall be incorporated in
17 written executed amendments to this Lease.

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

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

25 **33. Entire Lease.** This Lease is intended by the parties hereto as a final
26 expression of their understanding with respect to the subject matter hereof and as a
27 complete and exclusive statement of the terms and conditions thereof and supersedes
28 any and all prior and contemporaneous leases, agreements and understandings, oral

1 or written, in connection therewith. The Lease may be changed or modified only upon
2 the written consent of the parties hereto.

3 **34. Interpretation.** The parties hereto have negotiated this Lease at arms
4 length with advice of their respective attorneys, and no provision contained herein shall
5 be construed against County solely because it prepared this Lease in its executed
6 form.

7 **35. Authority to Execute.** The persons executing this Lease on behalf of
8 the parties to this Lease hereby warrant and represent that they have the authority to
9 execute this Lease and warrant and represent that they have the authority to bind the
10 respective parties to this Lease and to the performance of its obligations hereunder.

11 **36. Counterparts.** This Agreement may be executed in any number of
12 counterparts, each of which shall be an original and all of which shall constitute one
13 and the same instrument. Each party of this Agreement agrees to the use of electronic
14 signatures, such as digital signatures that meet the requirements of the California
15 Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17),
16 for executing this Agreement. The Parties further agree that the electronic signatures
17 of the Parties included in this Agreement are intended to authenticate this writing and
18 to have the same force and effect as manual signatures. Electronic signature means
19 an electronic sound, symbol, or process attached to or logically associated with an
20 electronic record and executed or adopted by a person with the intent to sign the
21 electronic record pursuant to the CUETA as amended from time to time. The CUETA
22 authorizes use of an electronic signature for transactions and contracts among parties
23 in California, including a government agency. Digital signature means an electronic
24 identifier, created by computer, intended by the party using it to have the same force
25 and effect as the use of a manual signature, and shall be reasonably relied upon by the
26 Parties. For purposes of this section, a digital signature is a type of "electronic
27 signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

28

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

4 **In Witness Whereof,** County and Lessee have executed this Lease as of the
5 date signed by the County of Riverside.

6
7 **COUNTY:**
8 County of Riverside, a political
9 subdivision of the State of
10 California

LESSEE:
Clinicas De Salud Del Pueblo Inc.,
a California nonprofit corporation

11 By: 
12 **CHUCK WASHINGTON**, Chair
13 Board of Supervisors

DocuSigned by:

By: 5929544141714AE
Yvonne Bell, Chief Executive Officer

14 **ATTEST:**
15 Kimberly Rector
16 Clerk of the Board

17 By: 
18 Deputy

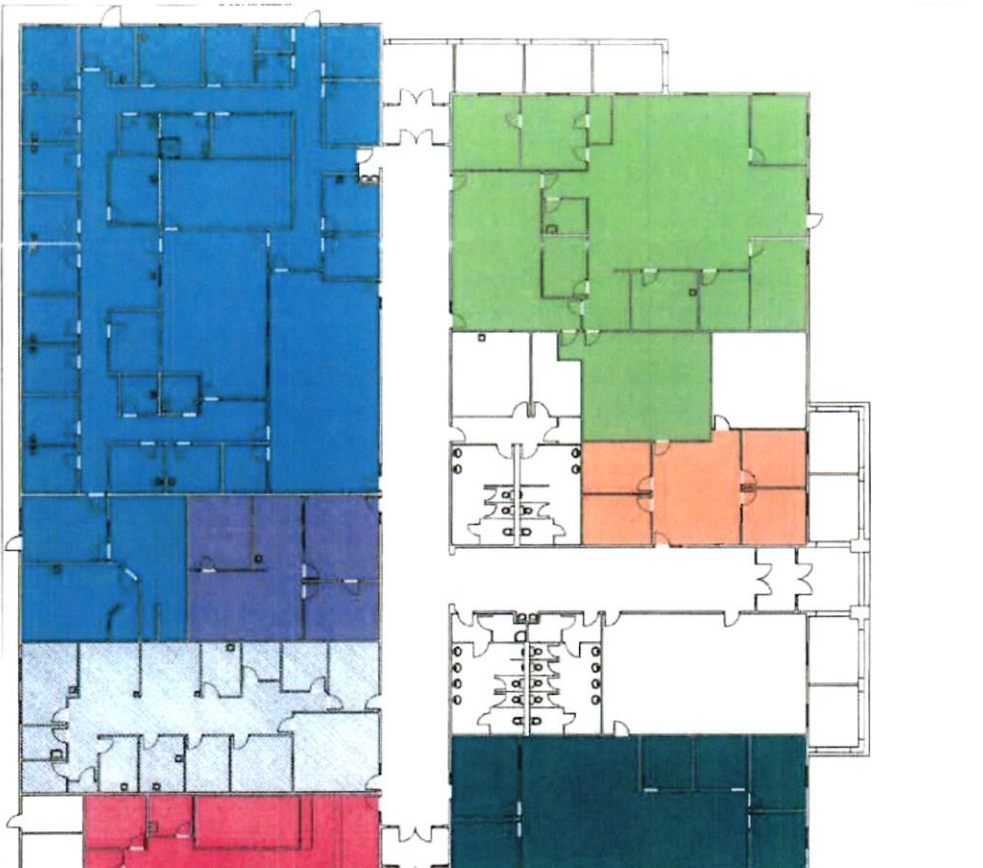
19 **APPROVED AS TO FORM:**
20 Minh C. Tran
21 County Counsel

22 By: 
23 **Braden Holly**
24 Deputy County Counsel

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27
28 HR:kf/12192023/ME036/40.016

APR 02 2024 3.13

Exhibit A
Space Plan



Space Management Legend			
Department	Color	Actual SQ. FT.	Rentable SQ. FT.
Common Core	Blue	8,572	8,665
Clinicas De Salud - Clinic	Green	6,138	2,455
Clinicas De Salud - Dental	Orange	1,739	2,088
Clinicas De Salud - Pharmacy	Red	1,465	1,136
DPSS - Self Sufficiency	Purple	804	4,574
Fstl 5 - Family Resource Center	Light Blue	3,240	1,868
RUHS - PH WIC	Dark Blue	1,868	1,297
RUHS - BH	Dark Green	919	2,398
Total		22,533	22,533

REVISIONS

SHEET TITLE

Space Plan

ME2004

Mecca Health Clinic

91275 66th Ave., Mecca, CA.

Prepared by
SPACE MANAGEMENT
3133 Mission San Jose Ave.
Riverside, CA 92507

FILE NUMBER: MECCA-SP-001-2010

PROJECT NO: SP-1

DRAWN BY: SP-1

DATE (Y/M/D): 10/20/10

SCALE: 1/8" = 1'-0"

Exhibit A

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EXHIBIT "B"**FM BUILDING MAINTENANCE SERVICE STANDARD****General Guidelines:**

- A. The Maintenance Service Division (MSD) will be responsible to review and deliver a diverse range of frequent, periodic and annual maintenance services by preventive, corrective and predictive methods as required for County facilities.
- B. The MSD will coordinate service adjustments with each department from one fiscal year to the next to maintain building systems and related component operations, perform building repairs and/or implement facility renewal projects in the collective effort of sustaining buildings effectively and under the guise of facility health and safety standards.
- C. Building maintenance service needs and schedules may vary from one facility to another due to location, age, construction type, condition and use of facility to maintain appropriate operation, safety, and appearance.
- D. The MSD will provide service in identifying building maintenance needs and project requirements regarding building systems.
- E. Consistent with the Board's mission of sustaining County Assets, department heads are expected to encourage, establish, and raise building awareness to partner in reporting corrective maintenance issues. This will aid in promoting healthy and safe building conditions, work environments and public service areas.
- F. Preventive Maintenance (PM) is a planned interval-based surveillance/inspection method of mechanical, electrical, plumbing, HVAC, building envelope and other facility systems. PM's determine equipment wear and tear, perform general; lubrication, adjusting, cleaning, replacing, tightening, testing of system components and equipment. Such as; filters, fans, motors, electrical contractors, heat exchangers, pumps, valves, bearings, boilers, electrical distribution, lift-stations, generators, air conditioners, etc.
- G. Predictive Maintenance (PdM) identifies facility equipment that has potential for imminent failure. PdM is a condition-based system process whereby facility equipment output, Functionality is measured through various processes such as vibration analysis, oil analysis, thermography and ultrasonic detection. The measured response to these processes produces a definitive internal or external condition of the equipment being tested to help predict system and or equipment failure, before it occurs, to mitigate catastrophic failure and or significant system downtime.
- H. Corrective Maintenance (CM) can be unplanned or planned facility equipment repair process. Unplanned CM are minor day to day "fix-it" repairs that occur within any given facility, such as minor leaks, plumbing, electrical and air conditioning issues.

EXHIBIT "B"**FM BUILDING MAINTENANCE SERVICE STANDARD**

Planned CM are larger, costly, or more complicated repairs that generally require coordination efforts. In some cases, identification of a funding source may be required via Form V.

Responsibilities:**A. Maintenance Service Division**

1. Will maintain staffing levels and expertise to fulfill the obligations of maintenance service standards consistent with the required service levels.
2. Will conduct monthly site inspections to ensure each facility is within acceptable standards.
3. Will provide and coordinate service adjustments for facilities in a responsible and appropriate manner.
4. Will provide management oversight regarding contractual services related to regulatory-compliance, mechanical, electrical, plumbing, and other building systems in accordance with industry best practices and health / safety standards.
5. Will maintain a 24-hour call center and reporting mechanisms to ensure customer needs are received and addressed in a timely manner.
6. Provide service response categories:
 - A. Emergency – response one-hour, completion within 24 hours
 - Entire Building Hot
 - Roof Leaks
 - No Water
 - B. Urgent – response 4-8 hours, completion within 48 hours
 - Lights out in office
 - Ceiling tile stained or wet
 - Adjust Room Air Temperature (Too Hot or Too Cold)
 - C. Routine – response 3-5 days, completion within 30 days
 - Paint Wall
 - Hang pictures in office
 - Replace old Plumbing Fixtures

EXHIBIT "B"

FM BUILDING MAINTENANCE SERVICE STANDARD

Maintenance Service Standard Notes:

- A. Facilities located in environmentally challenged areas may require more frequent services.
- B. Outlying or partially occupied facilities may require less service to meet minimum standards. High-use locations, or 24/7/365 day-per-year facilities may need additional services to meet minimum standards.
- C. Aged facility infrastructure and abundance of corrective maintenance activities are indicators that additional preventive, predictive, facility renewal services are required.
- D. Facility maintenance activities are driven by numerous regulatory compliance agencies and industry standards, examples are:
 - South Coast Air Quality Management District (SCAQMD)
 - Environmental Protection Agency (EPA)
 - Office of Statewide Health Planning and Development (OSHPD)
 - California Occupational Safety and Health Administration (CalOSHA)
 - California Division of Occupational Safety and Health (DOSH)
 - The Joint Commission (TJC)
 - National Fire Protection Association (NFPA)
 - California Uniform Building Code (UBC)
 - American Society of Heating/Refrigeration/AC/ Engineers (ASHRAE)
 - State Water Control Resource Board (SWCRB)
 - Department of Environmental Health (DEH)
 - Building Owners and Managers Association (BOMA)
 - National Electrical Code (NEC)
 - Uniform Plumbing Code (UPC)

EXHIBIT "B"

FM BUILDING MAINTENANCE SERVICE STANDARD

Facility HVAC	Frequencies	Service Requirements	Specific Components	Comments
Air Handlers	Weekly Monthly Annually	Inspect/Lubricate motor/fan bearings Inspect/Adjust/ Replace belts and sheaves Inspect/Adjust/ Lubricate Dampers Inspect/Clean Coils/Verify Valve Op Inspect/Clean/ Disinfect Pan and Drain Inspect/Replace Filters/Check Safeties Clean Plenum and Walls	Supply/Return Fan Motor Assemblies Supply/Return /Make Up Air Dampers Heating/Cooling Coils and Valves Condensate Pan Assembly Filter Rack Assembly Smoke Detectors/Safeties Plenum Floor/Walls/Duct	Highly Critical for environmental control and indoor air quality (IAQ) compliance
Cooling Towers	Daily Weekly Monthly Annually	Inspect/Lubricate motor/fan bearings Inspect/Adjust/ Replace belts and sheaves Inspect/Clean Distribution Assembly Inspect/Clean/Verify Water Operation Inspect/Clean/ Disinfect Sump Pan Drain/Clean Strainers and Sump Remove/Inspect/ Clean Drift Eliminators Inspect/Verify Proper Water Treatment Values and Operation. Check proper operation of all Safeties	Fan Blade/Pulley Assembly Motor/Pulley Assembly Water Distribution/Nozzle Assembly Drift Eliminator Assembly Strainer/Float/Sump Assemblies Verify Water Treatment Station Op	Highly Critical for energy efficiency, proper safe operation of cooling system and mitigation of microbiological development.

EXHIBIT "B"

FM BUILDING MAINTENANCE SERVICE STANDARD

<p>Exhaust Fans</p>	<p>Monthly</p>	<p>Inspect/Clean/Adjust Fan/Pulley Assembly Inspect/Adjust/Replace Belt Assembly Check and adjust for vibration and revolutions per minute Inspect/Correct Electrical/Air flow switch as required</p>	<p>Fan Blade/Pulley Assembly Motor/Belt/Sheave Assembly Fan Housing/Electrical/Air flow Assembly</p>	<p>Significant for proper building air exchange, ventilation and indoor air quality</p>
<p>Circulating Pumps / Strainers</p>	<p>Monthly Annually</p>	<p>Inspect/Lubricate bearings Inspect Coupling/Seal for leaks/vibration Inspect/Verify Op of Pump Impeller Inspect condition of safety guards Verify Op of all gauges/ Clean Strainer</p>	<p>Motor/Bearing Assembly Pump Coupling/Seal Assembly Pump Housing/Impeller/ Assembly Pump Temp/Pressure/ Strainer Assembly</p>	<p>Significant for proper, efficient water flow and pressure to all air conditioning, heating and plumbing fixture devices</p>
<p>Building Automation System</p>	<p>Daily Weekly</p>	<p>Verify proper programming, trends, alarm status condition statements. Verify integrity of communication network Verify Building Temperature and schedule set points and Trending</p>	<p>User Interface Program Integration Controllers Field-level Controllers Field Sensors/Actuators/ Tstats</p>	<p>Critical for energy efficiency, environmental control, indoor air quality and building comfort</p>

EXHIBIT "B"

FM BUILDING MAINTENANCE SERVICE STANDARD

Water Treatment System	Daily Weekly Monthly Annually	Verify proper Ph/TDS/Cycle set points Perform sensor calibration and testing Inspect level of chemical drums Operate all safeties and Eye Wash	Water Controller Water Pumping assembly Chemical Feeder System Flow Control / Safety assembly	Critical for energy efficiency, HVAC equipment lifecycle, proper cooling, and mitigation of fouling, scaling, corrosion microbiological growth.
Plant / Mechanical Room Inspections	Daily Weekly Monthly	Inspect all seismic bracing Inspect all electrical distribution Inspect all plumbing connections Inspect for cleanliness / safety hazards	Mechanical, Electrical, Plumbing devices and systems	Significant to ensure proper, safe operation of Mechanical, Electrical, Plumbing equipment rooms for operational continuity/ safety/efficiency
Fan Coils / Computer Room AC Units	Monthly Quarterly	Clean Blower and Lubricate Bearings Adjust Replace Belt as needed Clean Coil/Change Filters/ Inspect/Clean Condensate Pan/Drain Check Refrigerant Charge/Pressures and Delta T. Check for leaks Clean Condenser as required Check Electrical Control/Voltage/Amp.	Fan/Blower Assembly Coil/Valve/ Condensate Assembly Compressor/Heat Exchanger/ Condenser Electrical Controls	Significant to ensure proper, safe operation of IT / Data equipment rooms for operational continuity/ safety/efficiency

EXHIBIT "B"

FM BUILDING MAINTENANCE SERVICE STANDARD

<p>Air-Cooled / Water-Cooled Chillers</p>	<p>Weekly Monthly Annually</p>	<p>Inspect chiller for refrigerant/oil leaks Inspect chiller Op pressures/temps Verify proper Op set points and limits Verify proper approach and Delta T Verify proper flow and pressure rates Ensure proper operation of fans/pumps</p>	<p>Chiller Compressors Chiller Condenser and Evaporator Chiller Fans and Pumps</p>	<p>Highly Critical to provide energy efficiency, system reliability, useful life, adequate cooling capacity, mitigate failure and ensure code compliance</p>
<p>Rooftop Package Units / Split- System Units</p>	<p>Weekly Monthly Annually</p>	<p>Inspect compressor units for oil/refrigerant leaks. Verify proper refrigerant charge/temps Inspect clean all heat exchanges Change filters as needed Clean and inspect condensate pan/drain Inspect all electrical connections/safety</p>	<p>Compressor Units Condenser and Evaporator Assemblies Indoor and Outdoor Fan Assemblies Refrigerant Piping Electrical Controls/Safeties</p>	<p>Significant for proper, efficient, safe operation of cooling system, Increase useful life and energy efficiency</p>
<p>Negative Pressure Room Systems</p>	<p>Quarterly</p>	<p>Verify Negative Room Safety Status Inspect Fan Housing Assembly Ensure Motor and Belt Functionality Certify Op via Credentialed Vendor</p>	<p>Fan Blade/Pulley Assembly Motor/Belt/Sheave Assembly Fan Housing/Electrical/Air flow Assembly</p>	<p>Critical for health safety and welfare of area occupants to ensure negative pressure and mitigate cross- contamination.</p>

EXHIBIT "B"

FM BUILDING MAINTENANCE SERVICE STANDARD

Facility Plumbing	Frequencies	Service Requirements	Specific Components	Comments
Boiler System / Heat Exchangers	Weekly Monthly Annually	Verify water delivery Temperature Verify proper gas delivery pressure Verify function of all safety devices Verify proper combustion and flue Op Verify water flow and water make-up Ensure proper heat water deliver temperatures	Boiler Unit and Gas Assembly Combustion/Flue Assembly Control and Safety Assemblies Water System Assemblies Heat Exchanger/Control Assemblies	Critical to ensure consistent hot water for facility and proper temperatures per code. Ensure safe efficient and code compliant operation of gas-fired appliance
Circulating Pump System / Domestic Water Pump System	Weekly Monthly Annually	Inspect/Lubricate motor/bearings Inspect coupling/seal for leaks Inspect impeller for proper Op Clean strainer ensure proper flow/temp Ensure Variable Frequency Drives (VFD) is modulating/holding Pounds for Square Inch (PSI)	Motor/Bearing Assembly Pump Coupling/Seal Assembly Pump Housing/Impeller/ Assembly Pump Temperature/ Pressure/ Strainer Assembly VFD	Significant to ensure proper volume and pressure rates of water delivery to facility, fixtures and devices.
Building Interior Fixtures	Daily Weekly Monthly	Inspect devices for leaks Inspect devices for proper function Verify proper gpf/hands-free operator Ensure fountain is clean/sanitized Inspect/Replace seats as required	Facility Devices / Fixtures; commode, sink, faucet, water fountains	Significant to ensure proper, safe, efficient plumbing fixture use for health

EXHIBIT "B"

FM BUILDING MAINTENANCE SERVICE STANDARD

Drain - Waste Line Inspection and Cleaning	Monthly Annually	Inspect for leaks Inspect and Verify proper drainage Auger line as required Camera line as required	Waste and Vent Line System	Significant to ensure proper drain wastewater from facility and mitigate black/gray/ water intrusion health and safety issues.
Plumbing Area Room and Pipe Chase Inspection	Monthly Annually	Inspect plumbing for leaks Clean pipe-chase and disinfect Inspect/Test flush actuators/devices Inspect/Replace Pins as required	Waste and Vent Line System Water flush actuators Ancillary drain pins/baffles/plumbing Trap-Primer Devices	Critical to ensure proper drainage of waste system without leaks. Reduce water usage, minimize black/gray water intrusion. Mitigate health/safety issues
Facility Emergency Power	Frequencies	Service Requirements	Specific Components	Comments
Emergency Power / Generator Systems	Monthly Quarterly Annually	Run system per facility level requirement. Record all operating temperatures and voltage/kw output Inspect for oil and coolant leaks, check levels. Inspect batteries and gravity test	Diesel Engine/Generator Assembly Battery Assembly System Dashboard Display	Highly Critical for Fire Life Safety of occupants and facility systems as designed. Vary per functionality of facility.

EXHIBIT "B"

FM BUILDING MAINTENANCE SERVICE STANDARD

		Monitor/Record/Log all output values		
Emergency Power / Generator Fuel Systems	Daily Monthly Quarterly Annually	Check and Inspect fuel level/integrity Inspect tank for leaks and proper function. Inspect/log monitor alarms/status. Relay issues to Environmental Team.	Fuel Monitoring System Above/Underground Fuel Systems	Critical to ensure proper function of E-power and ensure health, safety and environmental code compliance
Power System Switchgear / Panels / Distribution	Monthly Quarterly Annually	Check and inspect switch control operation, wire and connection integrity and proper operation	Distribution panels switch gear	Critical to ensure proper function of E-power and ensure health, safety and environmental code compliance
Facility Electrical	Frequencies	Service Requirements	Specific Components	Comments
Interior Lighting Systems	Weekly Monthly	Ensure proper function of panel Check ballast for overheating/odor Check electrical connections and	Lighting Control Panel Light fixture Electrical Switching	Significant to ensure proper illumination level and color rendition per code

EXHIBIT "B"

FM BUILDING MAINTENANCE SERVICE STANDARD

		switch Replace lamp as needed with proper Color Render Index. Dispose of lamp per EPA code		
Exterior Lighting Systems	Weekly Monthly	Verify proper and safe operation of control circuit. Replace light fixture as needed with suitable CRI/Wattage lamp Dispose of lamp per EPA code	Lighting Control Circuit Light fixture	Significant to ensure proper illumination level, color rendition per code and promote safe environment
Emergency Lighting Systems	Monthly	Testing operation of light fixture Replace rechargeable battery as needed Ensure ample lumens per safety code	E Lighting Fixture	Significant to ensure proper illumination in facility during an emergency
Electrical Area / Room Inspection	Monthly	Inspect all seismic bracing Inspect all wiring to integrity, hot spots, and proper connection. Use infrared per type of system Ensure room clear of debris and hazards	Electrical Distribution Panel and Gear	Significant to ensure continuity of utility, reliable power, and safe working conditions

EXHIBIT "B"

FM BUILDING MAINTENANCE SERVICE STANDARD

Facility Fire Life Safety	Frequencies	Service Requirements	Specific Components	Comments
Elevator Emergency Phone System	Monthly	Test phone for proper operation. Document results with Customer Service. Repair any malfunction immediately.	Emergency Phone in elevator	Highly Critical as emergency phone in elevator should always be functional for health safety and welfare
Fire Suppression System Sprinklers / Pumps / Controls	Weekly Monthly Annually	Perform inspections per NFPA code Utilize certified vendor as applicable Perform pump flow/pressure testing Inspect visual and audible devices Perform frequency per NFPA code	Fire System Piping Fire System Pumping Ancillary Fire Life Safety Devices	Highly Critical for the Fire Life Safety of occupants and facility structure/ contents
Fire Extinguishers	Monthly Annually	Inspect verify pressure indicator in zone Document label accordingly Replace device as needed Recharge annually	Extinguishers / Cabinets	Highly Critical for the Fire Life Safety of occupants and facility structure/ contents
Fire-Hood Suppression Systems	Semi-Annual Annually	Inspect per NFPA code with certified vendor. Document and Repair as needed	Hood Plenum Suppression Assembly	Critical for proper mitigation of fire within a commercial cooking environment.

EXHIBIT "B"**FM BUILDING MAINTENANCE SERVICE STANDARD**

Fire / Exit / Emergency / Egress Signage	Monthly	Inspect proper operation and illumination of applicable signage Repair/Replace as required	Signage Devices	Critical for effective egress of facility occupants during an emergency egress situation.
Fire Monitoring / Panel Systems	Daily Weekly Monthly Annually	Inspection of Fire Panel for alarm or trouble conditions Verify secondary line continuity Inspect battery power backup Perform inspection per NFPA compliance	Fire Panel Communication lines - Vendor	Highly Critical for effective response and annunciation of fire within facility. To promote proper egress for the life safety of occupants.
Building Fire Inspection	Annually Five Years	Annual and Five-Year Building Inspections with certified vendor and Fire Life Safety agency per NFPA compliance	Fire Life Safety System	Highly Critical for effective response, suppression and annunciation of fire within facility. To promote proper egress for the life safety of occupants.

EXHIBIT "B"

FM BUILDING MAINTENANCE SERVICE STANDARD

Facility Building Envelope	Frequencies	Service Requirements	Specific Components	Comments
Roof Inspection / Roof Drains	Monthly Annually	Clear all debris from drain cover Verify proper water flow to grade level Clean all drains as needed Inspect roof membrane for breach Inspect substrate condition	Roof Drains - Primary/Secondary Roof Drain Lines Roof Gutters/Downspout	Significant as water intrusion within structures are conducive for relocation of services, disruption of services and environment for mold propagation.
Exterior Finish Inspection	Daily Weekly Monthly	Visually inspect for superficial deficiencies, document for follow up Inspect for water intrusion points Inspect exterior finish to glazing joints Inspect for building sag or compaction issues.	Various Building Construction Materials	Significant to ensure rudimentary building observation over time for structural issues and address aesthetic enhancements.
Door / Gate Operation and Maintenance / Window Inspection	Monthly	Inspect for proper ADA function and compliance Ensure weather integrity Ensure for proper operation/security Inspect all mechanical components Lubricate as needed and verify safety control devices.	Door Hardware / System Entry Points Glazing Systems Gate Systems	Critical to ensure proper ADA accessibility and compliance. Security of premises and integrity of devices against water intrusion.

EXHIBIT "B"

FM BUILDING MAINTENANCE SERVICE STANDARD

<p>Knox-Box Inspection / Flag Inspection / Building Signage</p>	<p>Daily Weekly Monthly</p>	<p>Ensure proper key is contained in knox-box. Ensure flag is in good condition per flag etiquette. Ensure hardware is functioning properly Ensure building signage is in appropriate condition, updated.</p>	<p>Know container Flagpole and devices Building Signage</p>	<p>Significant to ensure first responders have access to facility. Along with proper stewardship of State/Federal flags.</p>
<p>Facility Hardscape / Landscape / Grounds</p>	<p>Frequencies</p>	<p>Service Requirements</p>	<p>Specific Components</p>	<p>Comments</p>
<p>Perform grounds landscaping and debris removal</p>	<p>Daily Weekly Monthly</p>	<p>Ensure grounds are reasonably free of trash and debris Trees are maintained by arborist and do not pose a safety risk Shrubs and lawns are properly cared Irrigation methods are in line with local and State Water Control Board</p>	<p>Plants, Trees, Shrubs, Irrigation Systems</p>	<p>Significant to display county facilities in an aesthetically appropriate manner. To facilitate and sustain water wise environment for the community</p>

EXHIBIT "B"

FM BUILDING MAINTENANCE SERVICE STANDARD

Inspect / Clean / Storm Drains and Gutters	Monthly Annually	Inspect and clean Storm drains, curbs and gutters. Dispose of debris appropriately Ensure grates are positioned correctly	Storm Drains Curb and Gutter Systems	Significant to ensure proper drainage of water runoff, mitigate flooding and per compliance of Water Quality Management Plans
Inspect condition of curb painting	Monthly	Inspect curb for proper and reasonable painting (Fire Lane etc.) Inspect painting within parking structure Develop plan to rectify any deficiencies	Curb and Gutter	Proper painting is required for code compliance and adds an aesthetic component to any given facility.
Facility Regulatory Compliance	Frequencies	Service Requirements	Specific Components	Comments
Water Quality Management Plan (WQMP / BMP) Inspections & Management	Monthly Quarterly Annually	Perform inspections per WQMP guidelines. Document and report findings. Develop plan to rectify deficiencies. Record all activities.	Retention Basins Curb and Gutter Gravel Lots	Significant for compliance of applicable regulatory agencies

EXHIBIT "B"

FM BUILDING MAINTENANCE SERVICE STANDARD

Department of Environmental Health (DEH) / Hazardous Materials Building Plan - Training Documentation	Monthly Annually	Perform Training per shop/region to ensure understanding and implementation. Document accordingly	Training Documents	Significant for compliance of applicable regulatory agencies
Spill Prevention Control and Countermeasure-Training / On-site Materials / Documentation	Monthly Annually	Perform Training per shop/region to ensure understanding and implementation. Document accordingly	Training Documents	Significant for compliance of applicable regulatory agencies
Parking Lot Cleaning and Inspection	Quarterly Annually	Clean lot accordingly per WQMP plan. Document accordingly	Structure / Lot	Significant for compliance of applicable regulatory agencies
Boiler source Testing (SCAQMD)	Annually	Utilize certified vendor to test, analyze, document and record per regulatory agencies	Boiler Unit and Gas Assembly Combustion/Flue Assembly Control and Safety Assemblies	Significant for compliance of applicable regulatory agencies
Chiller Leak Testing (SCAQMD / EPA)	Annually	Utilize certified vendor to test, analyze, leak test, document and record per regulatory agencies	Chiller Compressors and Units All refrigeration devices and or circuits containing 50# or more	Significant for compliance of applicable regulatory agencies

EXHIBIT "B"**FM BUILDING MAINTENANCE SERVICE STANDARD**

Condenser Tube Bundle Inspection and Cleaning	Semi-Annual Annually	Inspect and clean heat exchangers and tube bundles. Record and photograph condition of inspection and cleaning	Water cooled and Air-cooled chillers	Significant to ensure reliable operation and ability to perform as needed. Energy efficiency component due to efficient heat transfer areas.
Fire Extinguisher Testing and Certification	Monthly Annually	Inspect and recharge all fire extinguishers via certified vendor. Document and Record	Fire Extinguishers	Per NFPA regulatory compliance and Fire Life Safety best practices
Generator Full-Load Testing	Monthly Quarterly Annually	Perform certified Level 1 and Level 2 testing per facility mandate via vendor.	Generator Units	Per NFPA regulatory compliance and Fire Life Safety best practices.

EXHIBIT "C"
FM LEVEL OF CLEANING STANDARDS

I. GENERAL HOUSEKEEPING, PRIVATE OFFICES, LOBBIES AND LOUNGES	DAILY	EVERY OTHER DAY	WEEKLY	MONTHLY	QUARTERLY	SEMI-ANNUAL (SPECIAL REQUEST)	ANNUAL (SPECIAL REQUEST)
1. Empty wastebaskets	X						
2. Clean and service cigarette urns, sweep entrances	X						
3. Dust furniture as needed in first impressions areas			X				
4. Clean and sanitize drinking fountains	X						
5. Spot clean reception lobby glass, including front door	X						
6. Low dust horizontal surfaces, including sills, ledges, molding, and shelves				X			
7. Clean counter tops	X						
8. Remove dust and cobwebs from ceiling areas				X			
9. Wash wastebaskets as needed			X				
10. Spot clean wall surfaces					X		
11. Clean entire wall surfaces							X
II. FLOORS AND CARPET							
1. Spot vacuum	X						
2. Detail vacuum				X			
3. Inspect for minor spots and remove	X						
4. Deep restoration extraction						X	
III. FLOORS, RESILIENT AND HARD SURFACES							
1. Dust mop	X						
2. Spot mop	X						
3. Damp mop	X						
4. High speed burnishing (resilient tile)				X			
5. Strip and refinish resilient tile with 3 coats of sealer and 5 coats of finish							X
6. Clean and polish baseboards							X
7. Hard tile (machine scrub)						X	

EXHIBIT "C"
FM LEVEL OF CLEANING STANDARDS

IV. WASHROOMS, EMPLOYEE & PUBLIC LOUNGES	DAILY	EVERY OTHER DAY	WEEKLY	MONTHLY	QUARTERLY	SEMI- ANNUAL (SPECIAL REQUEST)	ANNUAL (SPECIAL REQUEST)
1. Clean, sanitize and polish porcelain fixtures including sinks, toilet, urinals, and showers	X						
2. Clean and sanitize all flush rings, drain and over-flow outlets	X						
3. Clean and polish all chrome fittings	X						
4. Clean and sanitize toilet seats	X						
5. Clean and polish mirrors	X						
6. Empty all containers and disposal units, insert liners	X						
7. Clean and sanitize exterior of all containers	X						
8. Dust metal partitions				X			
9. Dust/clean lounge furniture				X			
10. Remove spots, stains, splashes from wall area adjustments	X						
11. Remove fingerprints from doors, frames, light switches, handles, push plates, etc.	X						
12. Refill all dispensers to normal limits- soaps, tissue, paper towels and seat covers	X						
13. Low dust horizontal surfaces including sills, molding, ledges, shelves, etc.				X			
14. Spot clean metal partitions	X						
15. Wash and sanitize metal partitions				X			
16. High dust horizontal surfaces including ledges, shelves, pipes and vents						X	
17. Dust diffuser outlets in ceiling				X			
18. Sweep and clean debris from floors	X						
19. Damp mop all floor surfaces	X						
20. Machine scrub restroom					X		

EXHIBIT "C"
FM LEVEL OF CLEANING STANDARDS

	DAILY	EVERY OTHER DAY	WEEKLY	MONTHLY	QUARTERLY	SEMI- ANNUAL (Form 5 SPECIAL REQUEST)	ANNUAL (Form 5 SPECIAL REQUEST)
V. REGULAR SERVICES							
EXTERIOR WINDOWS							
1. Clean exterior							X
2. Clean interior							X
VI. ELEVATORS							
1. Clean/polish interior surfaces	X						
2. Clean/polish exterior door	X						
3. Sweep, damp mop and/or vacuum floor surface	X						
4. Clean elevator tracks as needed			X				
VII. ENTRANCES							
1. Sweep walkways	X						
2. Clean glass/doors	X						
3. Sweep patio, side, or rear doors	X						
VIII. PARKING							
1. Empty trash receptacles	X						
2. Sweep/clean lot							X
IX. PARKING STRUCTURE							
1. Empty trash receptacles	X						
2. Sweep/clean structure							X
3. Clean Elevators	X						
4. Clean stairwells							X
X. MISCELLANEOUS							
5. Sweep Emergency stairwells			X				
6. Mop emergency stairwells				X			
3. Empty trash from exterior break/picnic areas	X						
4. Wipe down exterior furniture		X					
5. Sweep and clean smoking areas and ash cans	X						
6. Empty recycle bins	X						
7. Dusting interior plants							X

Clinicas de Salud del Pueblo Lease Aerial

91-275 Avenue 66, Mecca, CA 92254



Legend

- County Boundary
- City Boundaries
- 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.

0 202 404 Feet

REPORT PRINTED ON... 1/29/2024 11:34:32 AM

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Notes

District 4
Parcel outlined in black
Blue dot indicates location of Lease
APN 727-272-030

Riverside County Board of Supervisors

Request to Speak

Online



Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Brad Anderson

Address: _____
(only if follow-up mail response requested)

City: _____ Zip: _____

Phone #: _____

Date: _____ Agenda # 3.13

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ Support _____ Oppose _____ Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

_____ Support _____ Oppose _____ Neutral

I give my 3 minutes to: _____

Lopez, Daniel

From: Aquia Mail
Sent: Tuesday, April 2, 2024 6:53 AM
To: ba4612442@gmail.com
Cc: Clerk of the Board
Subject: Request to Speak Web Submission



Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use **Meeting ID # 864 4411 6015 . Password is 20240402.** You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Submitted on April 2, 2024

Submitted values are:

First Name

B

Last Name

Anderson

Address (Street, City and Zip)

N/A

Phone

7603249637

Email

ba4612442@gmail.com

Agenda Date

04/02/2024

Agenda Item # or Public Comment

3.13

State your position below

Oppose

Comments

Truth in advertising -

Please disclose any and all name changes of businesses (Private Non-profit) in public record's (staff reports/contracts). Consideration should be given to any and all personal relationships between County officials and contractor (Private Non-profit Board of director and newly hired administrative official). Post dated contract (in excess of three (3) months) shouldn't be allowed.

Please opposed this potentially misguided and puposely misleading "Sweetheart" deal