



**City of Menifee  
Senior Advisory Committee  
Meeting Agenda  
Tuesday, March 24, 2015**

**City Council Chambers  
29714 Haun Road  
Menifee, CA 92586**

**10:00 a.m. Regular Meeting**

*THE PURPOSE OF THE SENIOR ADVISORY COMMITTEE MEETINGS ARE TO CONDUCT THE CITY'S  
BUSINESS*

*PLEASE SEE OUR DECORUM POLICY NOTES AT THE END OF THIS AGENDA*

## AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. FLAG SALUTE**
- 4. PRESENTATIONS**

None

- 5. APPROVAL OF MINUTES**

- 5.1. Minutes of February 24, 2015.**

- 6. AGENDA APPROVAL OR MODIFICATION**

- 7. PUBLIC COMMENTS (non-agenda items only)**

- 8. DISCUSSION ITEMS**

- 8.1. Kay Cenicerros North Annex Building Lease Agreement With Arts Council Menifee**

- Recommend City Council authorize the City Manager to execute a Facility Lease Agreement with Arts Council Menifee for partial use of the Kay Cenicerros Campus, North Annex Building.

**8.2. Strategic Planning Workshop (cont.)**

- Continue review and prioritization of Senior Needs and Issues Discussion Items Summary from December 16, 2014 workshop

**9. COMMUNITY SERVICES DIRECTOR COMMENTS**

- 9.1. Parks, Trails, Open Space and Recreation Master Plan Update
- 9.2. Senior Center Renovation Update
- 9.3. Events and Activities Update

**10. COMMITTEE MEMBER REPORTS ON COMMITTEE ACTIVITIES**

**11. FUTURE AGENDA REQUESTS FROM COMMITTEE MEMBERS:**

Items Scheduled for Future Agendas:

**12. ADJOURNMENT**

**Decorum Policy Notes**

*Please use a speaker request form when you wish to address the Committee*

*The Committee anticipates and encourages public participation at its Committee meeting, both on agenda items and during the public comments period. Please use respect by not having your cell phones on, refrain from talking in the audience or outbursts that may be disruptive. While we encourage participation, we ask there be a mutual respect for the proceedings.*

**Staff Reports**

*Materials related to an item on this Agenda, including those submitted to the Committee after distribution of the agenda packet, and are available for public inspection by contacting Jen Allen, Deputy City Clerk, at (951) 672-6777 during normal business hours.*

**Compliance with the Americans with Disabilities Act**

*If you need special assistance to participate in this meeting, you should contact Jennifer Allen, Deputy City Clerk, at (951) 672-6777. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.*

**City of Menifee Senior Advisory Committee  
Regular Meeting Minutes  
February 24, 2015**

**1. CALL TO ORDER**

Committee Chair Gloria Sanchez called the meeting to order at 10:01 AM.

**2. ROLL CALL**

Present were: Committee Vice-Chair Ken Woytek, Committee member Chuck Reutter, Committee member Ruth Goulet, and Committee member Victoria Arendain, Community Services Director Robert Lennox, Senior Administrative Analyst Allen Yun, Management Analyst Margarita Cornejo and seven (7) members of the public.

**3. FLAG SALUTE**

**4. PRESENTATIONS**

Rosemary Minsky with Menifee Crime Watch provided a brief presentation on the services, history, and activities of Menifee Crime Watch.

**5. APPROVAL OF MINUTES**

**5.1. Minutes of January 27, 2015.**

Motion to approve the minutes of January 27, 2015 was made by Committee Vice-Chair Woytek.

Motion was seconded by Committee member Woytek.

Motion was unanimously approved.

**6. AGENDA APPROVAL OR MODIFICATION**

As posted.

**7. PUBLIC COMMENTS (non-agenda items only)**

None.

**8. DISCUSSION ITEMS**

**8.1. Senior Trolley Program Discussion**

- Review and discuss potential trolley program for seniors in Menifee and propose routes and rates for consideration by Riverside Transit Authority and City Council.

Committee discussed transportation options and needs.

Committee member Arendain stated she would like to see increased transportation services along Murrieta Road.

Committee member Reutter expressed he didn't feel trolleys would be a good option, and stated perhaps golf cart accessibility would be another option to consider.

Committee member Goulet concurred that additional transportation services along Murrieta Road would be a good idea.

Committee Chair Woytek indicated he felt that adding a general transportation route from Sun City to Countryside Marketplace would be beneficial to senior residents.

Community Services Director Lennox suggested that three options be explored: small, medium, large transportation options be explored to research feasibility, financial costs, and management.

A motion to direct staff to explore various transportation options at varying levels was made by Committee member Reutter.

Motion was seconded by Committee Goulet.

Motion was unanimously approved.

## **8.2. Review of Kay Cenicerros Senior Center Renovations**

- Exterior Landscape and Parking Lot Improvements
- Interior Building Upgrades; Technology and ADA Accessibility

Senior Administrative Analyst Allen Yun provided a summary of upcoming improvements to Kay Cenicerros Senior Center, including exterior and interior improvements.

Committee member Reutter inquired about new senior centers in the future.

Community Services Director Lennox advised needs for these type of facilities would be part of the Park Master Plan study completed.

## **9. COMMUNITY SERVICES DIRECTOR COMMENTS**

### **9.1. Parks, Trails, Open Space and Recreation Master Plan Update**

Community Services Director Lennox provided an update on the upcoming interview sessions for the Parks, Trails, Open Space and Recreation Master Plan.

### **9.2. Senior Caregiver Workshop Debrief**

Community Services Director Lennox provided a summary on success of caregiver workshop held in February.

Committee member Ruth Goulet asked if it would be beneficial to have Sacramento be part of future conversations.

Council member August commented that efforts to reach out to Sacramento for February workshop were made, but no response was received.

Resident expressed that the workshop was a fantastic and has received feedback on how City could enforce licensing.

#### **10. COMMITTEE MEMBER REPORTS ON COMMITTEE ACTIVITIES**

Committee member Reutter commented the Bradley Road landscape looks great, and recommended reaching out to Fran Gibbons regarding senior government.

Committee August indicated the City has been meeting with property owners of Sun City Plaza.

Committee member Goulet inquired about the upcoming Clean Up Day activities on April 25, 2015.

#### **11. FUTURE AGENDA REQUESTS FROM COMMITTEE MEMBERS:**

##### **Items Scheduled for Future Agendas:**

- Request for an update on MCAC Meeting from February 2017

#### **12. ADJOURNMENT**

Committee Vice-Chair Woytek adjourned the meeting at 11:25 am.

---

Margarita Cornejo, Management Analyst

## **CITY OF MENIFEE**

---

### **KAY CENICEROS NORTH ANNEX BUILDING LEASE AGREEMENT WITH ARTS COUNCIL MENIFEE**

MEETING DATE: March 24, 2015

TO: Committee Chair and Committee Members

PREPARED BY: Margarita Cornejo, Management Analyst

REVIEWED BY: Robert Lennox, Community Services Director

SUBJECT: Recommend City Council approval of lease agreement  
with Arts Council Meniffee for Kay Cenicerros: North  
Annex Building

---

### **RECOMMENDED ACTION**

That the Senior Advisory Committee recommend City Council authorize the City manager to execute a Facility Lease Agreement with Arts Council Meniffee for partial use of the Kay Cenicerros Campus, North Annex Building.

### **DISCUSSION**

With the ownership transfer of the Kay Cenicerros campus from the County of Riverside to City on July 1, 2014, the City has the opportunity to explore the future use of North Annex Building (formerly known as the Care Connexus building). At the July 2, 2014 City Council meeting, City Council directed staff to meet with the Meniffee Veterans of Foreign War (VFW) Post 1956 regarding the possibility of the VFW using the Kay Cenicerros: North Annex Building as the organization's headquarters. Staff met with VFW representatives to negotiate an agreement but unfortunately could not confirm their concurrence with the use terms.

Since then, staff has reached out to local Meniffee non-profit organizations to see if any of them had interest in utilizing the facility for administrative and program purposes. As a result, sever groups met at the facility and filled out interest applications. Ultimately, Arts Council Meniffee emerged as the most compatible match for the unique site layout and flexibility with public access requirements. Staffs' primary goals were to offer exclusive administrative space in private offices while still maintaining shared public access in common areas. Staff has drafted a lease agreement that provides Arts Council Meniffee with exclusive use of three offices, but maintains public access and use of the common community meeting space and restrooms for programs that benefit residents as a whole. Arts Council

Menifee would be responsible for all prorated utilities and restroom toiletries during the term of the lease.

The lease agreement term is proposed for the remainder of the calendar year, commencing April 1, 2015 and ending December 31, 2015, with up to two (2) year optional renewals. The lease agreement would be for \$1 a year. The lease agreement also stipulates all other applicable lease term conditions including insurance/indemnification requirements. Finally, given the history of the facility and its CDBG funded improvements, Arts Council Menifee will be required to comply with continuing to meet the national object (providing direct benefit to low-moderate income persons) per HUD requirements, through its programs and services.

### **FISCAL IMPACT**

There is no financial expenditure impact as a result of the actions recommended in this report. Pursuant to the conditions of the lease agreement, Arts Council Menifee agrees to remit payment for all pro-rated use of electric, water, and gas utilities on a monthly basis to City of Menifee. Any additional utilities, phone/cable/internet would be sole responsibility of the Arts Council Menifee. As a city owned property, there would be no fiscal impact to the lease of the property.

### **ATTACHMENTS**

1. Facility Lease Agreement between City of Menifee and Arts Council Menifee for Kay Cenicerros: North Annex Building

# FACILITY LEASE AGREEMENT

## KAY CENICEROS CAMPUS: NORTH ANNEX BUILDING SITE

This Facility Lease Agreement (“Lease”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the CITY OF MENIFEE, a municipal corporation (“Landlord” or “City”) and Arts Council Menifee, a California non-profit corporation (hereinafter referred to as “Tenant” or “Arts Council”), (collectively “Parties” and individually “Party”).

### 1. RECITALS

- A. City is the owner of fee title to that certain real property located at 29995 Evans Road, Menifee, Riverside County, California more particularly described on Exhibit “A” hereto (the “Land”). The Premises are depicted on the site plan attached hereto as Exhibit “B” (the “Site Plan”). A meeting room facility, formerly identified as the Care Connexus building, consisting of approximately One Thousand Seven Hundred Seventy-Five (1,775) square feet, together with certain fixtures and furniture described in Exhibit “C” hereto (the “Facility”) are located on the Land. The Land and Facility are collectively referred to herein as the “Premises”.
- B. The Tenant desires, at its cost, to develop, maintain, and manage the meeting rooms, restrooms, and offices (as identified in Exhibit “B”) on the Premises.

In consideration of the mutual covenants, conditions and agreements contained herein to be done, kept and performed, City and Tenant hereby agree as follows:

### 2. LEASED PREMISES

City hereby leases the Premises to Tenant and Tenant hereby leases the Premises from City, on the terms and conditions hereinafter set forth in this Lease without representation or warranty, express or implied.

### 3. TERM OF LEASE; EXTENSION; TERMINATION

- A. Term. The term of this Lease shall commence on \_\_\_\_\_, 2015, and shall expire on December 31, 201\_\_\_\_, unless sooner terminated as provided herein.
- B. Option to Extend. Provided that Tenant shall not be in default or breach of any term of this Lease, this Lease may be annually renewed by written agreement executed by both Parties at least ninety (90) days prior to the expiration of the original (or extended) term hereof, on the same terms and conditions of this Lease provided that in no event shall the initial term plus any extensions exceed a term of three (3) years.
- C. Termination. This Lease may be terminated by either party, without cause, upon sixty (60) days written notice to the other party.



**4. RENT**

- A. In consideration of the benefits accruing to the public and to the City of Menifee by Tenant's performance of its obligations under this Lease, Tenant shall pay to the City rent in the amount of one dollar (\$1.00) per year on or before the 5<sup>th</sup> day of August of the preceding year of tenancy.
- B. Rent shall be payable in lawful money of the United States to the City at the address stated herein for notices, or to such other person or such other place as the City may designate to Tenant in writing.

**5. TENANT LEGAL STATUS**

Tenant shall maintain in good standing its non-profit status at all times during the term of this Lease, and shall not allow any for-profit use of the Premises, without the prior written consent of City.

**6. USE OF PREMISES**

- A. Tenant shall use the Premises solely for the purpose of providing services to the public and meeting place, and shall be used for no other use or uses by Tenant without the express written consent of the City. Tenant ensures use of premises will continue to meet National Objective per CDBG regulations/guidelines and services/programs and activities provided will principally serve seniors and/or other eligible low moderate income persons. Any requests for changes in use of the facility must be presented to the City Thirty (30), days in advance of proposed changed.
- B. Tenant shall in good faith and with reasonable diligence develop and offer programs that reflect community needs. Tenant ensures use of premises will continue to meet National Objective per CDBG regulations/guidelines and services/programs and activities provided will principally serve seniors and/or other eligible low moderate income persons. During the term of this Lease Tenant shall endeavor to involve the residents of Menifee in all aspects of their activities and shall continue to invite Menifee residents to be involved in their activities through local media and City Community Services Department resources.
- C. Tenant shall maintain exclusive use of the three (3) office spaces (as identified within Exhibit B), and share the Main Meeting Room space based on a mutually agreed upon schedule between Tenant and City.
- D. Tenant Signs. Tenant may, at Tenant's sole cost and expense, place signs on and within the Premises which incorporate Tenant's name, together with City's names for the Premises. All such signs placed on the Premises shall be approved by the City prior to their installation, and must be in compliance with City ordinances and regulations.

- E. Waste.
- 1) Tenant shall not conduct or permit to be conducted any public or private nuisance on or from the Premises, or commit or permit to be committed any waste upon the Premises; provided, however, that Tenant may perform any work reasonably necessary to cause the Premises to be suitable for Tenant's permitted uses subject to the terms of this Lease, and in particular obtaining City approvals as may be required pursuant to Section 10 A.
  - 2) Tenant shall not do, bring or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises.
- F. Prohibited Activities. Tenant may not do any of the following on the Premises:
- 1) Conduct or permit any type of unlawful conduct on the Premises; or
  - 2) Allow the consumption or sale of alcohol in or outside of the Premises without proper insurance, security and required licensing.
- G. Security. Tenant may, at its option, and at Tenant's sole cost and expense, employ or post a security person at the Premises.
- H. City Use of Premises. City shall retain the right to use the Premises for City-sponsored/sanctioned activities, special events or meetings. Wherever possible, City shall notify Tenant at least thirty (30) days in advance of a changes to mutually agreed schedule. Event and/or meeting times requested by the City shall not be unreasonably denied by Tenant. The City shall not be charged for its scheduled use of the Premises.

## 7. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.

- A. Compliance With Law. Tenant shall comply with all applicable laws and obtain all governmental licenses, permits and approvals necessary for its operation of the Premises. Tenant shall defend, indemnify and hold the City and its elected officials, employees and agents from and against any and all liabilities, claims, losses, costs, expenses, penalties, and/or damages which result from Tenant's failure to comply with this requirement.
- B. Non-Discrimination. Tenant shall not discriminate in the use of the Premises or in its operations thereon, including, but not limited to, membership, administration, and/or employment, against any person or class of persons by reason of race, color, creed, national origin, religion, age or sex or for any other reason prohibited by law.
- C. Drug Free Workplace. Tenant shall at all times observe and comply with the City's Drug Free Workplace policy, as that policy may in the future be amended, and a copy of which Tenant acknowledges having received from City.

## 8. CONDITION OF PREMISES

- A. Tenant's leasehold estate in the Premises is and shall be subject to all matters of record, all matters visible upon a detailed inspection of the Premises, and any matters disclosed or known to Tenant, and subject to the provisions of this Lease.
- B. Tenant acknowledges that it is sophisticated and knowledgeable with regard to evaluating and leasing real property in the area and has had sufficient opportunity to enter the Premises to perform such tests and investigations Tenant deems necessary to satisfy itself as to the condition of the Premises for the uses set forth in this Lease. Tenant shall not be responsible for Hazardous Materials (as defined in this Lease) that may be present on the Premises as of the Initial Occupation Date that are not known to Tenant.

TENANT IS ACQUIRING A LEASEHOLD INTEREST IN THE PREMISES "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTY OF ANY KIND WHATSOEVER AS TO ITS CONDITION EXCEPT AS DESCRIBED IN THIS LEASE, PROVIDED, HOWEVER, THAT TENANT SHALL NOT BE RESPONSIBLE FOR HAZARDOUS MATERIALS (AS DEFINED IN THIS LEASE) ON THE PREMISES WHICH MAY BE PRESENT ON THE PREMISES AS OF THE INITIAL OCCUPATION DATE THAT ARE NOT KNOWN TO TENANT.

- C. Tenant represents that during the term of its occupancy and use of the Premises pursuant to any previous lease or agreement, no waste was committed, that Tenant has fully disclosed to City all matters which are subject to disclosure or which may affect the condition of the Premises, and that Tenant has not permitted any Hazardous Materials (as defined in this Lease) to be present on the Premises during Tenant's previous occupancy of the Premises.
- D. City represents that (1) it is the owner in fee simple of the Premises; (2) the use of the Premises as set forth in this Lease does not violate any restrictions applicable to the Premises; (3) the use of the Premises as set forth in this Lease is a use permitted upon the Premises by the applicable zoning requirements, subject to issuance of applicable permits and approvals; and (4) this Lease has been approved as required by law.
- E. Tenant and the persons executing this Lease on behalf of Tenant represent that: (1) this Lease has been approved by all persons and boards required to approve it within the corporate or other organizational structure of Tenant; and (2) the persons executing this Lease on behalf of the Tenant are duly authorized to do so.
- F. Tenant hereby accepts the Premises and accepts this Lease subject thereto and to all matters disclosed thereby.

## 9. ALTERATIONS AND ADDITIONS

- A. Alterations and Additions. Tenant shall make no alterations, additions or improvements to the Premises, except for non-structural work, without City's

prior written consent. City shall not unreasonably withhold such consent to non-structural work.

- B. Mechanic's Liens. To the extent Tenant performs any work on the Premises, Tenant shall promptly pay or cause to be paid, all money due and payable for and on account of the construction, repair, restoration, replacement, or improvement done by or on behalf of Tenant to or on the Premises. Tenant shall indemnify, defend and keep and hold City and the Premises free and harmless from any and all mechanics', materialmen's, contractors' and sub-contractors' liens arising from or growing out of the aforesaid work.
- C. Ownership of Improvements/Alterations. All alterations, improvements or additions which are made on the Premises by the Tenant shall become the property of the City and shall remain upon and be surrendered with the Premises at the expiration of the term of this Lease. Upon expiration of this Lease, or earlier termination thereof, the Premises (and any alterations or additions thereto) shall be free, clear and unencumbered, and Tenant shall defend and indemnify City against any future claims, liabilities, losses, costs and damages arising in connection with any encumbrance placed upon or allowed to be placed upon the Premises by Tenant. At expiration of the Lease, Tenant agrees to, at its own expense, return Premises to previous conditions prior to any alterations, improvements or additions made during the term of the Lease at the request of the City. Notwithstanding the above, this paragraph shall not apply to Tenant's trade fixtures, furniture, equipment and other machinery; which are not affixed to the Premises in a manner so that they cannot be removed without material or structural damage to the Premises, which shall remain the property of the Tenant and may be removed by the Tenant on or before the expiration of the term of this Lease, but Tenants' property shall not include the items listed in Exhibit "C" which shall remain on the Premises.

## **10. UTILITIES**

- A. During the term of this Lease, Tenant agrees to pay prorated share of actuals with respect to electricity, gas and water based on building usage by Tenant's on the Premises, which shall be paid as a reimbursable to the City on or before the first business day of each calendar month without offset or deduction. Electric, gas and water will be the only utilities set-up and administered by City.
- B. Additional utilities, such as cable, internet, and phone, are full responsibility of Tenant and shall be set-up independently by Tenant. Upon termination of lease agreement, Tenant will ensure service for any additional utilities are properly cancelled/terminated.

## **11. MAINTENANCE AND REPAIRS**

- A. During the term of this Lease, Tenant shall be responsible for prorated share of costs based on usage associated with routine maintenance of the Premises. The

term “routine maintenance” shall mean and include the day-to-day or periodic maintenance activities such as janitorial services, including restrooms and related toiletries/paper supplies, which are intended to maintain the Premises in a sanitary and clean manner, and such that it will not deteriorate from its condition prior to Tenant’s occupancy, with normal wear and tear excepted.

- B. City shall pay the direct costs of (and perform) exterior landscaping, excluding rear patio court and landscaping, and major or structural maintenance of the Premises, as deemed appropriate by City. Tenant will be responsible for maintenance of interior landscaping within patio area(s).
- C. If Tenant fails to perform Tenant’s obligations as stated herein, City may elect to perform any obligation of Tenant pursuant to this Section at Tenant’s cost and expense following ten (10) days’ written notice delivered to Tenant and opportunity to cure as set forth in this Lease. The election by City shall not constitute a waiver of any right or remedy for Tenant’s default. Tenant shall reimburse City for the cost and expense it incurred in the performance of Tenant’s obligation within thirty (30) days of City’s request for payment.

## **12. INDEMNIFICATION AND HOLD HARMLESS**

- A. The Tenant shall indemnify, defend (with legal counsel approved by City, which such approval by City shall not be unreasonably withheld) and hold harmless City and its elected and appointed officials, officers, employees, servants and agents from and against all claims, actions, liabilities, losses, damages, costs, attorneys’ fees and other expense(s) of any nature for loss or damage to property, or injury to or death of persons, arising in any manner whatsoever, directly or indirectly, by reason of this Lease or the use or occupancy of the Premises by Tenant or the delivery by Tenant of food to other locations (collectively “Claim(s)”), whether the Claim be made during the Lease term or thereafter, except such loss, damage, injury or death caused by the negligence of City or any of its elected and appointed officials, officers, employees, servants or agents. The liability of Tenant hereunder shall not be limited by the insurance provisions of this Lease. The indemnification, legal defense and hold harmless provisions of this Section shall survive the expiration or termination of this Lease and shall relate back to all periods of Tenant’s previous possession of the Premises.
- B. Additionally, Tenant shall indemnify, defend with legal counsel approved by City (which such approval shall not be unreasonably withheld) and hold harmless City and its elected officials, officers, employees, servants and agents from and against any and all claims, actions, liabilities, losses, damages, costs, attorneys’ fees and other expenses of any nature including, without limitation, all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of (a) the presence, use, generation, storage, release or disposal of Hazardous Materials on the Premises, except for those present on the Premises as of the Initial Occupation Date, which were not caused by Tenant during Tenant’s occupancy of the Premises, or which may be placed on the Premises by City or City’s employees,

agents or contractors after the date of this Lease, and (b) any required or necessary repair, cleanup, or detoxification, and the preparation of any response, remediation, closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence, use, generation, storage, release, or disposal of Hazardous Materials on the Premises.

- C. City shall indemnify, defend (with legal counsel approved by Tenant, which such approval by Tenant shall not be unreasonably withheld) and hold harmless Tenant and its officers, employees, servants and agents from and against all claims, actions, liabilities, losses, damages, obligations, costs, damage to property, or injury to or death of persons, arising in any manner whatsoever, directly or indirectly, by reason of the negligent or wrongful actions of the City, its officers, employees, servants or agents pursuant to this Lease (collectively the "Claim") whether the Claim be made during the Lease term or thereafter, except (1) such loss, damage, injury or death caused by the act or omission of Tenant for which it is required to indemnify the City pursuant to Subsection A or B above, (2) the presence of Hazardous Materials on the Premises as of the Initial Occupation Date, and (3) City's failure to provide the physical improvements to the Premises required by the Americans with Disabilities Act. The indemnification, legal defense and hold harmless provisions of this Section shall survive the expiration or termination of this Lease and shall relate back to all periods of Tenant's previous possession of the Premises.
- D. As used in this Section, Hazardous Materials means any substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated or addressed pursuant to (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Clean Water Act, 33 U.S.C. Sections 1251 et seq.; the California Hazardous Waste Control Act, Health and Safety Code Sections 25100 et seq.; the California Hazardous Substance Account Act, Health and Safety Code Sections 25330 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code Sections 25249.5 et seq.; Health and Safety Code Sections 25280 et seq. (Underground Storage of Hazardous Substances); the California Hazardous Waste Management Act, Health and Safety Code Sections 25170.1 et seq.; Health and Safety Code Sections 25501 et seq. (Hazardous Materials Response Plans and Inventory); or the Porter-Cologne Water Quality Control Act, Water Code Sections 13000 et seq., all as amended, (2) any other federal or state law or any local law regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now is, or at any time hereafter may be, in effect, and (3) any rule or regulation adopted or promulgated under or pursuant to any of those laws.
- E. The provisions of this Section shall survive the expiration or termination of this Lease and shall relate back to all periods of Tenant's and City's previous

ownership or possession of the Premises. The provisions of this Section are intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(e), and Health and Safety Code Section 25364 to insure, protect, hold harmless and indemnify Tenant and City from any liability pursuant to such laws.

### 13. LIABILITY INSURANCE

- A. Tenant shall procure and maintain for the duration of this Lease, at its own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Tenant's use or occupancy of the Premises, or from Tenant's disuse or condition of the Premises.
- B. Waiver of Subrogation. City and Tenant agree that in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look solely to its insurance for recovery. City and Tenant hereby grant to each other, on behalf of any insurer providing insurance to either of them with respect to the Premises, a waiver of any right of subrogation that any such insurer of one party may acquire against the other by virtue of payment of any loss under that insurance.
- C. Minimum Scope of Insurance. Coverage shall be at least as broad as:
- 1) Insurances Service Office Commercial General Liability coverage (occurrence form CG 0001), including a provision providing for a comprehensive broad form of contractual liability, including leases.
  - 2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
  - 3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
  - 4) Property Insurance for Tenants Improvements & Betterments  
Property insurance on a "special form" or "all risks" basis.  
Minimum Limit: the full current replacement cost of the Improvements & Betterments.
- D. Minimum Limits of Insurance. Tenant shall maintain limits no less than:
- 1) General Liability: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the

Premises or the general aggregate limit shall be twice the required occurrence limit.

- 2) Automobile Liability: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- 3) Employers Liability: 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy

E. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees agents and volunteers; or the Tenant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

F. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or shall be endorsed to contain, the following provisions:

- 1) The City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Tenant; products and completed operations of the Tenant; premises owned, occupied or used by the Tenant; or vehicles owned, leased, hired or borrowed by the Tenant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, agents, employees or volunteers.
- 2) For any claims related to this Lease, the Tenant's insurance coverage shall be primary insurance as respects the City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees or volunteers shall be excess of the Tenant's insurance and shall not contribute with it.
- 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, agents, employees or volunteers.
- 4) Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) . Tennant shall provide ten (10) days written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self insured retention is increased

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.



- H. Verification of Coverage. Prior to entering the Premises, Tenant shall furnish the City with original endorsements effecting coverage required by this Section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided or approved by the City. All endorsements are to be received and approved by the City before this Lease takes effect.

#### **14. ASSIGNMENT AND SUBLETTING**

Tenant shall not assign nor sublet this Lease or the Premises, without the prior written consent of the City.

#### **15. MORTGAGES AND OTHER ENCUMBRANCES**

Tenant shall not mortgage, hypothecate or otherwise encumber or cause any liens to be placed upon the Premises.

#### **16. DEFAULT**

- A. Except as otherwise provided in this Lease, at any time one party is in default or breach of any provision of this Lease, the other party may give written notice to remedy such default or breach. If, (1) such default or breach is not remedied within thirty (30) days after said notice, or (2) if the nature of the default or breach is such that it cannot reasonably be cured within thirty (30) days after the notice and the defaulting party fails to commence to cure within the thirty (30) day period or thereafter fails to diligently prosecute the cure to completion, then the non-defaulting party may, at its option, terminate this Lease and shall also be entitled to such damages or other remedies at law or in equity are available to either party because of such default or breach. In the event of such termination, City may take possession of the Premises without further notice to Tenant. Termination of this Lease pursuant to this Section shall not be considered a waiver of damages or other remedies at law or in equity available to either party because of such default or breach. Each term and condition of this Lease shall also be deemed to be a covenant.
- B. A waiver by either party of any default or breach by the other party of any provision of this Lease shall not constitute or be deemed to be a waiver of any subsequent or other default or breach. No waiver shall be binding, unless executed in writing by the party making the waiver; waivers on behalf of City shall only be given by resolution of the City Council. No waiver, benefit, privilege, or service voluntarily given or performed by either party shall give the other party any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent pursuant to this Lease shall not constitute a waiver of any preceding default by Tenant other than default in the payment of the particular rental payment so accepted, regardless of City's knowledge of the preceding breach at the time of accepting the rent; nor shall acceptance of rent or any other payment after expiration or termination constitute a reinstatement,

extension, or renewal of the Lease or revocation of any notice or other act by City.

- C. The making by Tenant by any general assignment, or general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy unless the same is dismissed within sixty (60) days; the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in the Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interests in the Lease, where such seizure is not discharged within thirty (30) days; shall constitute a default under this Lease.
- D. City's Remedies. City shall have the following remedies if Tenant is in default or breach of the Lease, following notice and opportunity to cure, as set forth hereinabove:
- 1) City may continue this Lease in full force and effect, and the Lease will continue in effect so long as City does not terminate Tenant's right to possession, and the City shall have the right to the continued performance of Tenant of all of Tenants obligations and duties under this Lease, and to collect rent when due.
  - 2) No act by City other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Premises, the appointment of a receiver at City's initiative to protect City's interest in this Lease shall not constitute a termination of Tenant's right to possession.

## **17. SURRENDER OF PREMISES AT END OF TERM**

On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Premises to the City in good condition, broom clean, ordinary wear and tear excepted. Tenant shall repair any damage to the Premises, and furnishings provided by City, occasioned by Tenant's use thereof, or by the removal of Tenant's trade fixtures, furnishings and equipment, which repair shall include the patching and filling of holes and repair of structural damage. Tenant may remove all of its personal property and fixtures on the Premises prior to the expiration of the term of this Lease, so long as Tenant continues to perform its service obligations in accordance with the requirements hereof.

## **18. GENERAL PROVISIONS**

- A. Attorneys' Fees. In the event that any action is brought by either party hereto as against the other party hereto for the enforcement or declaration of any right or remedy in or under this Lease or for the breach or enforcement of any covenant or

condition of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and litigation costs from the other party.

B. Waiver.

- 1) No waiver of any breach of any of the terms, covenants, agreements, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof.
- 2) City's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by City shall not constitute a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of City's knowledge of such preceding breach at the time of its acceptance of such rent.

C. Lease Binding on Successors and Assigns.

- 1) Subject to the limitations on assignment, each of the terms, covenants and conditions of this Lease shall extend to and be binding on and inure to the benefit of not only City and Tenant, but to each of their respective successors and assigns. Whenever in this Lease reference is made to either City or Tenant, the reference shall be deemed to include, whenever applicable, the legal representatives, successors and assigns of each of the parties, the same as if they were in every case expressed.
- 2) The term "City" or "Landlord" as used in this Lease shall mean only the owner or owners of the fee title to the Premises at the time in question, or a lessee's interest in a ground lease of the Premises. In the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers to the then successor) shall be relieved from and after the date of such transfer of all liability in respect to that Landlord's obligations thereafter to be performed. The obligations contained in this Lease to be performed by the City shall be binding upon the landlord's successors and assigns, only during their respective periods of ownership.

D. Entry by City; Inspection. City reserves the right for City and City's agents and representatives to enter upon the Premises at any reasonable time and after reasonable notice to Tenant for the purpose of inspecting the Premises, to examine the condition thereof, including their environmental condition; showing the same to prospective purchasers, tenants or lenders; making such alterations, repairs, improvements or additions to the Premises, as City deems reasonable or necessary; or attending to City's business and City's interest hereunder, as City may deem necessary or desirable. City may, at any time during the last ninety

(90) days of the term of this Lease, place any ordinary “For Sale or Lease” signs on the Premises, without rebate of rent or liability to Tenant.

- E. Relationship of the Parties. The relationship of the parties hereto is that of landlord and tenant, and it is expressly understood and agreed that City does not in any way, nor for any purpose, become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant’s business, or otherwise.
- F. Incorporation of Prior Agreements. This Lease supersedes all prior agreements between Landlord and Tenant regarding the Premises. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified only in writing, and signed by the parties in interest at the time of such modification.
- G. Time of Essence. Time is expressly declared to be of the essence of this Lease. Each term and each provision of this Lease, performable by Tenant, shall be construed to be both a covenant and a condition.
- H. Quitclaim. At the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to City, within five (5) days after written demand from City to Tenant, any quitclaim deed or other document deemed necessary or desirable by City’s counsel to remove any cloud of this Lease from the real property subject hereto and terminate of record the memorandum described in Section 24 below.
- I. Construction of Lease. The language in all parts of this Lease shall, in all cases, be construed as a whole and in accordance with its fair meaning and not restricted for or against either City or Tenant. The captions of the sections and subsections of this Lease are for convenience only and shall not be considered or referred to in resolving questions of construction.
- J. “City” and “Tenant”. The words “City” and “Tenant”, wherever used herein, shall be applicable to one or more persons, as the case may be; the singular shall include the plural; the neuter shall include the masculine and feminine; and, if there be more than one, obligations thereof shall be joint and several. The word “person,” whenever used herein, shall include individuals, firms, associations and corporations. Whenever in this Lease any words denoting undertaking, covenant or duty are used, such words shall have the same force and effect as though made in the form of conditions.
- K. Choice of Law; Venue. This Lease shall be governed by the laws of the State of California, with venue for any legal actions which may be brought by either party against the other party in the County of San Bernardino, California.

**19. NOTICES**

Any notice to be given or other document to be delivered by either party to the other hereunder may be delivered in person to either party, or may be deposited in the United States mail, in the State of California, duly certified, with postage fully prepaid and addressed to the party for whom intended as follows:

TO CITY:                   City Manager  
                                  City of Menifee  
                                  29714 Haun Road  
                                  Menifee, CA 92586  
                                  (951) 672-6777

TO TENANT:               Arts Council Menifee  
                                  PLEASE PROVIDE ADDRESS  
                                  PLEASE PROVIDE PHONE  
                                  Attention: PLEASE PROVIDE

Either party hereto may, from time to time, by written notice to the other party, designate a different address which shall be substituted for the one above specified. If any notice or other document is sent by certified mail, as aforesaid, the same shall be deemed served or delivered on the third business day after the mailing thereof, as above provided.

**20. AMENDMENTS**

A. Integration. This Lease may not be modified or amended except in a writing duly approved and signed by all of the parties hereto. Both parties agree that no estoppel argument can be raised during legal proceedings in order to avoid the provisions of this Section.

**21. SEVERABILITY**

If any provision of this Lease shall be adjudged to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision(s) hereof, the parties hereby agreeing that they would have entered into the remaining portion of this Lease notwithstanding the omission of the portion or portions adjudged invalid, void or illegal.

**22. COUNTERPARTS**

This Lease may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date and year first above written.

**CITY OF MENIFEE**

\_\_\_\_\_  
Rob Johnson, City Manager

ATTEST:

\_\_\_\_\_  
Kathy Bennet, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeffrey Melching, City Attorney

**Arts Council Menifee, a 501(c)(3) non-profit organization**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description of Premises and APN**

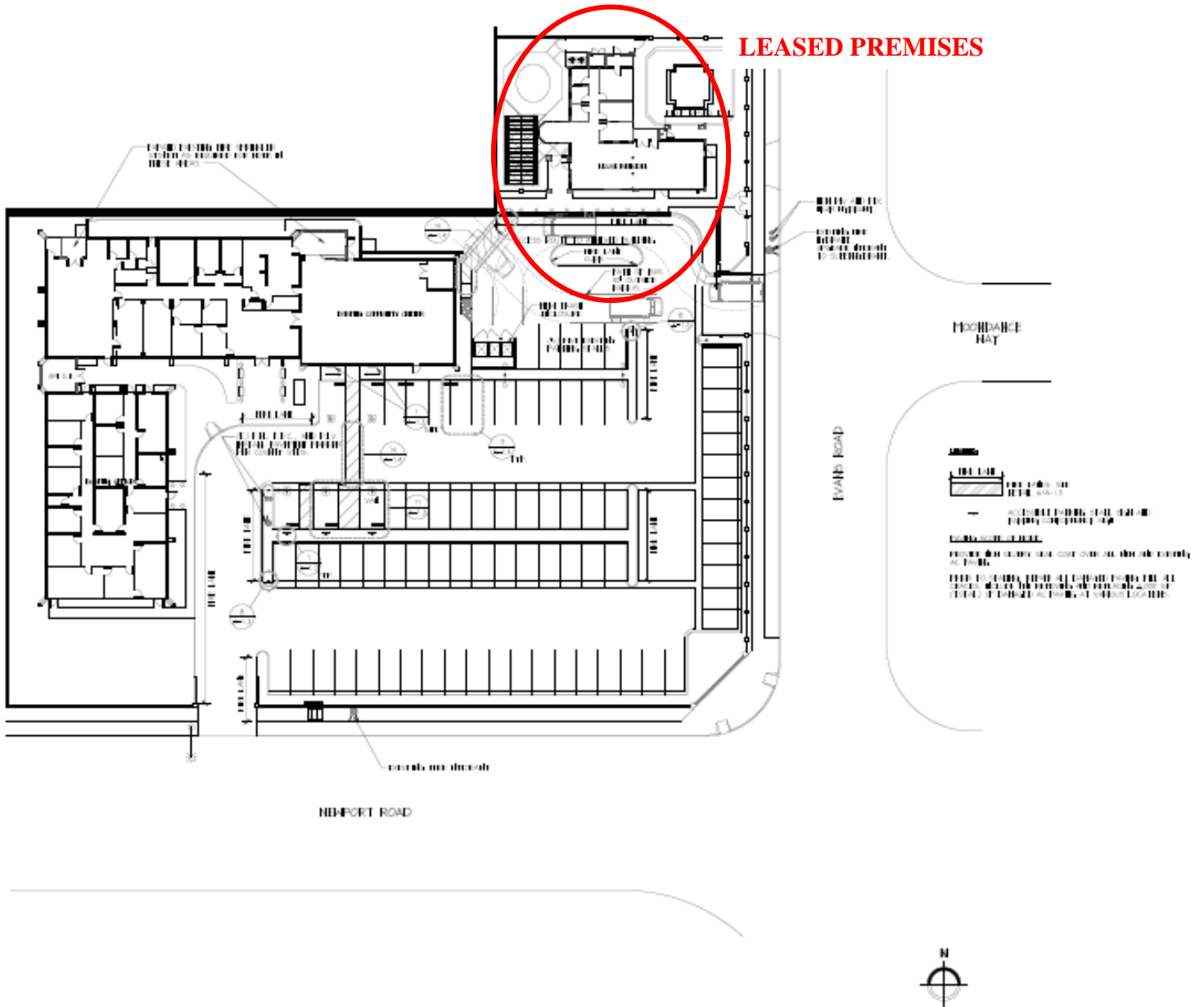
The Premises is a 1,775 square foot facility located in the City of Menifee, County of Riverside, State of California, within Lot N MB 109/086 TR 13706-1 according to the Assessor's Parcel Map of MENIFEE CITY, as per plot recorded in Book 338 of Maps, page 21, records of said County. Specifically, the premises encompass the former Care Connexus building located on the west area of the Kay Cenicerros Campus.

APN: 338121046-4

**EXHIBIT B**

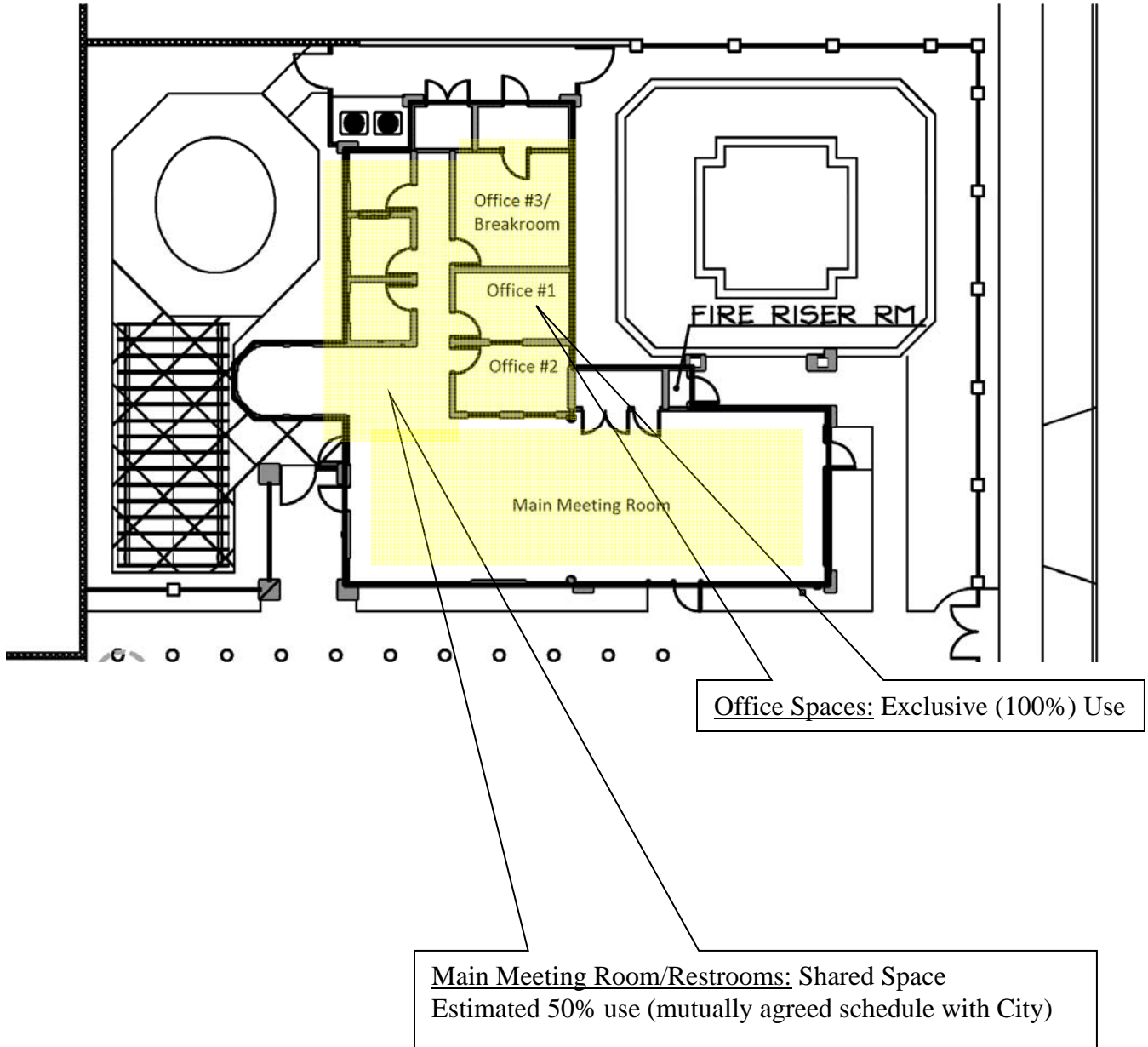
**Site Plan of Facility**

**29995 Evans Road, Menifee, CA 92586: North Annex Building**





**ARTS COUNCIL TO CONFIRM OFFICE SPACE USE (HIGHLIGHT ON DIAGRAM)**



## **EXHIBIT C**

The following is the list of furniture, fixtures, and equipment that will be available for use by the Tenant. A count should be made and Tenant should inspect and agree to the count and condition of these items:

Quantity

Items

None

None

## **EXHIBIT D**

Proposed Project/Activities to be provided by Arts Council Menifee include:

To be Provided by Arts Council Menifee

## **CITY OF MENIFEE**

---

### **SENIOR ADVISORY COMMITTEE STRATEGIC PLANNING WORKSHOP (CONTINUED)**

MEETING DATE: March 24, 2015

TO: Committee Chair and Committee Members

PREPARED BY: Margarita Cornejo, Management Analyst

REVIEWED BY: Robert Lennox, Community Services Director

SUBJECT: Senior Advisory Committee Strategic Planning  
Workshop (Continued)

---

#### **RECOMMENDED ACTION**

That the Senior Advisory Committee continue review and prioritization of Senior Needs and Issues Discussion Items Summary from December 16, 2014 workshop

#### **DISCUSSION**

At the August 26, 2014 Senior Advisory Committee meeting, the Committee identified key discussion items for future meetings and commenced the process of reviewing and prioritizing the items. By conducting a strategic planning special workshop soon after the Committee's inception, the Committee has been able to develop an organized plan of action on what, when, and the priority of existing senior needs and issues will be discussed at future meetings. At the conclusion of the August 26, 2014 the highest priority items were identified and then included in following committee meetings/workshops. The Committee again reviewed the planning document at the December 16, 2014 meeting to further prioritize important senior issues.

A summary of the key senior needs and issues discussion items, as identified by the Committee, and ranked so far as of the December 16, 2014 meeting, has been prepared and updated by staff and provided to the Committee for review/discussion. It is staff's recommendation the Committee continue its review and prioritization of the balance of senior needs and issues discussion items identified and determine rankings for each item with respect to future discussions agenda.

#### **FISCAL IMPACT**

None.

#### **ATTACHMENTS**

1. Updated Senior Needs and Issues Discussion Items Summary

City of Menifee: Senior Advisory Committee  
 Planning Workshop (Continued) (December 16, 2014)  
 Senior Needs and Issues Discussion Items Summary



<u>Item Number</u>	<u>Topic</u>	<u>Committee Member</u>	<u>Item Description</u>	<u>Priority Ranking</u>	<u>Main Category</u>	<u>Notes</u>
1	Communication	2013 Senior Needs Assessment Survey	Discuss Enhancing and expanding existing communication methods to seniors: senior dedicated webpage, newsletters, email alerts.	2	Communication	Next Agenda. Discussed in SAC meeting.
2	Directory/Resource Guide	2013 Senior Needs Assessment Survey	Discuss developing a central directory/resource guide for senior residents.		Directory/Resource Guide	
3	Emergency Response Program	Ken Woytek	Discuss establishing emergency response programs and benefits to individual and senior community as a whole.		Emergency Preparedness	
4	Public Safety Issues	Ken Woytek	Discuss improving additional efforts individual residents/business owners can take to prevent home invasions, vandalism, carjackings.		Public Safety	
5	Senior Center Programming	Ken Woytek	Review existing programming at senior center and discuss updating/changing/adding new programming reflective of the senior community's interests.		Senior Center Programming	
6	Social and Recreational Opportunities	2013 Senior Needs Assessment Survey	Expand existing social and recreational opportunities available to seniors. Discuss adding free fitness classes at senior center, providing subject specific classes/services on topics like: financial planning, emergency preparedness, using PCs, smartphones, and tablets. Establish cultural program led by senior authorities.	3	Social and Recreational Opportunities	
7	Transportation	2013 Senior Needs Assessment Survey	Discuss Improving transportation options for seniors. Review existing resources available and potential collaborations.	1	Transportation	Next Agenda. Discussed in SAC meeting/workshop.
8	Golf Cart Accessibility	Chuch Reutter	Discuss/review golf cart accessibility throughout City.	1	Transportation	Group with #7. Discussed in SAC meeting/workshop.
9	Develop/Expand Senior Volunteer Opportunities	Ken Woytek	Establish different senior volunteer program opportunities, including emergency preparedness, volunteers for aquatics programs		Volunteer Opportunities	

City of Menifee: Senior Advisory Committee  
 Planning Workshop (Continued) (December 16, 2014)  
 Senior Needs and Issues Discussion Items Summary



<u>Item Number</u>	<u>Topic</u>	<u>Committee Member</u>	<u>Item Description</u>	<u>Priority Ranking</u>	<u>Main Category</u>	<u>Notes</u>
10	Water Conservation	Ruth Goulet	Discuss water conservation throughout community	N/A	Other	Requested be removed from future discussion at 7/22/2014 SAC meeting
11	Technology Enhancements at Senior center	Victoria Arendain	Review technology enhancement to senior center	1	Other	Discussed in SAC meeting/workshop.