

## LEASE AGREEMENT

### **Nati Fuentes Centro de Niños Childcare Center (Bordwell Park – 2010 Martin Luther King Jr. Blvd.)**

This Lease Agreement "Lease" is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("Lessor") and CONCILIO CHILD DEVELOPMENT CENTERS, a California corporation ("Lessee"). Lessor and Lessee are hereinafter collectively referred to as the "Parties" or individually as a "Party".

## RECITALS

WHEREAS, Lessee and Lessor entered into a License Agreement December 29, 2008, for use of the Nati Fuentes Centro de Niños Childcare Center. Said License Agreement was subsequently amended on January 21, 2009, and December 26, 2012 and is set to expire on July 1, 2018; and

WHEREAS, Lessee and Lessor intend to terminate said License Agreement, as amended, and enter into a new Lease Agreement;

WHEREAS, Lessee and Lessor desire to work cooperatively to have Lessor provide several routine maintenance responsibilities on an on-going basis including HVAC filter replacements and service, fire & security alarms monitoring and certifications, landscaping & irrigation, and refuse services, and as needed, non-routine maintenance;

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, Lessor and Lessee agree as follows:

## AGREEMENT

**1. Premises.** The Premises shall consist of approximately 14,635 square foot, Nati Fuentes Centro de Niños Childcare Center, as shown on the attached Exhibit "A" located at Bordwell Park, 2010 Martin Luther King Jr. Blvd., Riverside, California. The Premises includes the non-exclusive right of ingress and egress at all times to and from the public streets and highways for Lessee, its employees and invitees.

**2 Condition of Premises.** Lessee is in possession of Premises and accepts Premises in its current condition which is deemed to be safe for occupancy. After the execution of this Lease, Lessee and Lessor will coordinate regarding the replacement of the flooring located in classrooms and common areas, at Lessor's cost. The Premises being leased has not undergone an inspection by a Certified Access Specialist, this statement is being made as required by Civil Code section 1938.

3. **Use.** The Premises shall be used solely for the purpose of providing a day care facility for families throughout the City.

3.1 **Other Groups.** The Community Room in the Childcare Facility shall be available to community-based not-for-profit organizations. Lessee may charge the groups to recover any expenses they may incur as a result of a group using the subject community room, such as increased energy costs, cleaning costs or the need for additional staff for after hour events. Lessee will coordinate all reservations for use of the Community Room.

3.2 **Scheduling.** Scheduling of Lessee and other community events at Bordwell Park shall be coordinated by Lessee's designated representative and the PRCSO Recreation Coordinator assigned to Bordwell Park.

4. **Term.** The term of this Lease shall be from July 1, 2016 through June 30, 2021.

5. **Option to Extend.** Lessee shall have the option to extend the term of this Lease for five (5) separate and consecutive (1) year periods, provided the Lessee provides notice of its option no later than sixty (60) days prior to the expiration of the term.

6. **Rent.** Lessee shall pay Lessor the following monthly rent for the leased Premises payable in advance on the first day of the month. If for any reason, Lessee occupies Premises less than one calendar month, rent shall be pro-rated based upon the actual number of days of said month. The monthly rent shall be as follows:

July 1, 2016 to June 30, 2017	\$1,500 mo.
July 1, 2017 to June 30, 2018	\$1,500 mo.
July 1, 2018 to June 30, 2019	\$1,500 mo.
July 1, 2019 to June 30, 2020	\$1,500 mo.
July 1, 2020 to June 30, 2021	\$1,500 mo.

Effective with the first option to extend the term, the rent shall be increased with that option and annually thereafter by 2.5%. Additionally, Lessee will be required to pay Possessory Taxes pursuant to section 8, below.

7. **Additional Rent.** Lessee shall pay One Thousand Twenty-nine Dollars (\$1,029) per month for Maintenance Services described in Exhibit "B", Facility Maintenance Plan & Responsibility, attached hereto and incorporated herein. Additional rent will be invoiced on its own line item.

8. **Possessory Interest Tax/Property Taxes.** Lessee recognizes and understands that this Agreement may create a possessory interest subject to taxation and that Lessee may be subject to the payment of taxes levied on such interest. Lessee shall pay all taxes including without limitation any possessory interest, real estate and personal property taxes and assessments assessed, levied, confirmed or imposed during the Term of this Agreement, whether or not now customary or within the contemplation of Lessor and Lessee: (i) upon, measured by or reasonably attributable to the cost

or value of Lessee's equipment, furniture, fixtures and other personal property located in the Premises, or by the cost or value of the leasehold improvements made in or to the Premises by or for Lessee, regardless of whether title to the improvements is in Lessee or Lessor; (ii) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Lessee of the Premises or any portion of the Premises; (iii) upon the Premises and all personal property, furniture, fixtures and equipment, and all replacements, improvements, or additions to them, whether owned by Lessor or Lessee; and (iv) upon this transaction or any document to which Lessee is a party creating or transferring and interest or an estate in the Premises.

**9. Custodial Services.** Lessee shall provide, at its own expense, custodial services to maintain the Premises in neat, clean, and safe condition, at a service level established by Lessor.

**10. Utilities.** Lessee shall pay for utilities for the Premises, including but not limited to water, electricity, gas, telephone and internet services.

**11. Repairs and Maintenance.**

**11.1 Repair and Maintenance Obligations.** Lessee shall, at its own expense, repair, replace and maintain the Premises in good order and condition throughout the term of this Lease, excepting the negotiated maintenance responsibilities as described in Exhibit "B". Additional maintenance items not identified in Exhibit "B" may be completed by the Lessor at Lessee's request, unless Lessee is the responsible party.

**11.2 Emergency Repairs.**

**11.2.1** An "Emergency Repair Situation" is defined as a condition that requires prompt repair, replacement or service to minimize the impact of an event or situation which affects Lessee's ability to conduct business in a neat, clean, safe and functional environment.

**11.2.2** If Lessee notifies Lessor of an Emergency Repair Situation in or affecting the Premises, and the repair subject is Lessor's responsibility to repair or maintain, then Lessor shall commence appropriate action as soon as practicable after written notice of the condition is given by Lessee to Lessor. If Lessor is unable to make an Emergency Repair in a timely manner, Lessor may authorize Lessee to go ahead and make repairs and will reimburse or provide a rent deduction to Lessee for expenses approved by Lessor for Lessee to make such authorized repairs.

**12.3 Condition of Premises at Return.** Lessee shall return the Premises clean and free of debris, in good operating order and state of repair, ordinary wear and tear excepted. Ordinary wear and tear does not include damage or deterioration that would have been prevented by good maintenance practice or by Lessee performing all of its obligations under this Lease, or damage from Lessee's installation or removal of improvements or fixtures.

**13. Improvements.**

**13.1 Improvements by Lessee.** Any alterations, improvements, or fixture installation by Lessee shall require the prior written consent of Lessor, which shall not be unreasonably withheld.

**13.2 Improvements after Termination.** All alterations and improvements made and fixtures installed by Lessee shall remain Lessee property and may be removed by Lessee at or prior to the expiration of this Lease; provided, however, that such removal does not cause injury or damage to the Premises. If the removal will damage the Premises, they will be deemed permanent, shall remain at the end of this Lease, and shall become Lessor property.

**13.3 Equipment.** All equipment purchased and installed by Lessee that is not a fixed asset, shall remain the property of the Lessee.

**14. Casualty.** Lessee agrees to promptly notify Lessor in writing of any damage from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the Premises, whether covered by insurance or not, are damaged by a Casualty, and if neither Lessor nor Lessee has elected to terminate this Lease under this Section, Lessor shall promptly and diligently restore the Premises to substantially the same condition as existed before the Casualty, subject to modifications required by building codes and other laws.

**15. Signs.** Lessee shall not erect, maintain or display any signs or other forms of advertising on the Premises without first obtaining the written approval of Lessor.

**16. Locks and Keys; Deposit.**

**Locks and Keys.** Lessor agrees to provide Lessee two keys for the Premises. Lessee agrees to obtain any additional or replacement keys through Lessor at a cost of Thirty Dollars (\$30.00) each. If the Premises locks must be replaced or re-keyed for any reason excepting the sole fault of Lessor, Lessee shall pay the actual costs for such replacement or re-keying, including replacement keys.

**17. Parking.** Lessor hereby grants permission to Lessee, its employees and invitees, to use the paved parking lot at Bordwell Park, in common with others, when it is open to the general public.

**18. Indemnification.** Lessee shall protect, defend, indemnify and hold City and its officers and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney's fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Lease and/or the use or occupancy of the Premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, invitees or guests, regardless of

where the injury, death, or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of City or its officers, employees or agents. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Lessee or any of Lessee's officers, agents, employees, contractors, subcontractors, invitees or guests. Lessor shall give to Lessee reasonable notice of any such claims or actions. Lessee shall also use counsel reasonably acceptable to Lessor in carrying out its obligations hereunder.

The parties expressly agree that any payment, attorney fee, cost or expense Lessor incurs or makes to or on behalf of an injured employee under City's self-administered workers' compensation program is included as a loss, expense or cost for the purposes of this Section. The provisions of this Section shall survive the expiration or early termination of this Lease.

## **17. Insurance.**

**17.1** Lessee shall secure and maintain during the life of this Lease, general liability and property damage insurance or an equivalent program of self-insurance as shall protect it from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from use of or operations on or about the Premises in an amount not less than \$1,000,000 per occurrence, and a general aggregate limit in an amount not less than \$2,000,000. The required insurance shall be issued by a carrier authorized to do business in the State of California with a policy holder rating of A or better and a financial class of VII or higher.

**17.2** Policies or certificates and additional insured endorsement evidencing the required coverage shall be filed with the Lessor and shall include the City, its officers and employees, as additional insureds. The policies shall not be canceled or materially changed without thirty (30) days' prior written notice to Lessor.

**17.3** Lessee, by executing this Lease, certifies that Lessee is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Lessee shall carry the insurance or provide for self-insurance required by California law to protect the Lessee from claims under the Workers Compensation Act. Prior to Lessor's execution of this Lease, Lessee shall file with City a certificate of insurance showing that such insurance is in effect, or that Lessee is self-insured for such coverage. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

**17.4** The amount of insurance so required herein shall not be deemed a limitation on Lessee's obligations under Section 16 and if City becomes liable for an amount in excess of the insurance, Lessee shall save and hold City harmless from the whole thereof.

**17.5** Lessor, its agent and employees make no representation that the limits of the

insurance specified to be carried by Lessee pursuant to this Lease are adequate to protect Lessee. If Lessee believes that any required insurance coverage is inadequate, Lessee will obtain such additional insurance coverage as Lessee deems adequate, at Lessee's sole expense.

**18. Flammables, Waste and Nuisances.** Lessee agrees that it will not place or store, or allow any placement or storage of any hazardous waste, hazardous material, or flammable materials on the Premises, and that it will not commit any waste upon or damage to the Premises, nor suffer any to be done. Lessee also specifically agrees that it will not allow others to take such actions on the Premises.

**19. Hazardous Substances Indemnity.** Lessee expressly agrees to and shall indemnify, defend, release and hold the City, its officers, officials, directors, agents, servants, employees, harmless from and against any liability, loss, fine, penalty, fee, charge, lien, judgment, damage, entry, claim, cause of action, suit, proceeding (whether legal or administrative), remediation, response, removal, or clean-up and all costs and expenses associated therewith, and all other costs and expenses (including, but not limited to, attorney's fees, expert fees, and court costs) in any way related to the disposal, treatment, transportation, manufacture, or use of any Hazardous Substances on, in, under, or about the Premises by Lessee, its officers, directors, agents, servants, employees. This indemnity, defense and hold harmless obligation shall survive the expiration or termination of this Lease.

**20. Hazardous Substances Defined.** Hazardous Substances shall mean any (a) substance, product, waste or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to CERCLA, 42 U.S.C. ' 9601, *et seq.*; The Hazardous Materials Transportation Act, 49 U.S.C. ' 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. ' 6901, *et seq.* (ARCRA@); The Toxic Substances Control Act, 15 U.S.C. ' 2601 *et seq.*; The Clean Water Act, 33 U.S.C. ' 1251, *et seq.*; The Hazardous Waste Control Act, California Health and Safety Code (AH. & S.C.@) ' 25100, *et seq.*; the Hazardous Substance Account Act, H. & S.C. ' 25330, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, H. & S.C. ' 25249.5, *et seq.*; Underground Storage of Hazardous Substances H. & S.C. ' 25280, *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act (H & S.C. ' 25300 *et seq.*); The Hazardous Waste Management Act, H. & S.C. ' ' 25170.1, *et seq.*; Hazardous Materials Response Plans and Inventory H. & S.C. ' 25001 *et seq.*; or the Porter-Cologne Water Quality Control Act, Water Code ' 13000, *et seq.*, all as amended, or any other federal, state or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes, (c) petroleum, crude oil or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles, and (d) polychlorinated biphenyls (PCB), radon gas, urea-formaldehyde, asbestos and lead.

**21. Lessee's Compliance with All Rules and Regulations.** Lessee, as a daycare provider, shall, at all times (a) maintain a current and valid Lease to operate a daycare facility, (b) comply with all

rules, regulations, requirements and directives of the California Department of Social Services, the County of Riverside Department of Public Social Services, (c) establish a procedure acceptable to the Lessor to ensure all employees, volunteers, consultants, subcontractors or agents report child abuse or neglect to a child protective agency as required under Penal Code Section 11166, and (d) comply with the fingerprinting requirements and procedures set forth in Health and Safety Code section 1596.871.

## **22. Default and Remedies.**

**22.1** If Lessee defaults in the payment of any payments due in the amounts and at the times provided in this Lease and if Lessee remains in default for three (3) days after service of notice of such default, Lessor may treat such default as a total breach of this Lease and thereupon declare this Lease terminated. In case of any other default upon the part of Lessee, Lessor may give written notice of the same to Lessee and if the same shall not be corrected within ten (10) days after the giving of such notice, or such longer period provided in said notice, Lessor may treat such default as total breach of this Lease and thereupon declare this Lease terminated.

**22.2** If after service of a notice of default, Lessee fails to cure such default within the time provided in said notice, Lessor may at any time thereafter recover possession of the Premises by any lawful means and remove Lessee or other occupants and any possessions thereof. If this Lease shall have been so terminated by Lessor, Lessor shall have the right to any other remedy or remedies provided by law.

**23. Entry by Lessor.** Lessor shall have the right to enter the Premises at all reasonable times to inspect the same with reasonable notice, or to maintain the building in which the Premises are situated. Lessor, its employees or its contractors, shall check in at the reception area of the Premises and provide photo identification before entry.

**24. Notice.** Except as expressly provided elsewhere in this Lease, all notices and other communication required under this Lease shall be in writing and delivered by: (a) Certified Mail, postage prepaid, return receipt requested, in the United States mail; or (b) via an overnight courier that provides written evidence of delivery and addressed to the Party hereto to whom the same is directed at the addresses set forth this section herein. Either Party hereto may from time to time change its mailing address by written notice to the other Party.

Lessor  
City of Riverside  
Parks, Recreation and  
Community Services Department  
Attn: Adolfo Cruz  
PRCSD Director  
6927 Magnolia Ave. 2<sup>nd</sup> Flr.  
Riverside, CA 92506

Lessee  
Concilio Child Development Centers  
Attn: Pamela Robinson  
2010 Martin Luther King Blvd.  
Riverside, CA 92507

**25. Nondiscrimination.** Except as otherwise permitted by Section 12940 of the Government Code of the State of California, Lessee agrees that Lessee will not discriminate against any person or persons on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in providing or furnishing, or refusing to provide or furnish, to such person or persons the services or programs to be conducted on or from the Premises, and that Lessee will not discriminate against any employee or applicant for employment with Lessee because of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition related thereto, marital status, genetic information, gender, gender identity, gender expression, sex or sexual orientation. Further, Lessee shall conform to the requirements to the Americans with Disabilities Act during the term of this Lease.

**26. Assignment and Subleases.** Lessee shall not assign this Lease or any part thereof, sublease any of its Leased space, or transfer any rights hereunder without the prior consent of Lessor, in writing.

**27. Non Waiver.** No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by a party of any provision of this Lease must be in writing. Such written waiver shall affect only the provision specified and only for the time and in the manner stated in the writing.

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

**29. Venue.** Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

**30. Entire Agreement.** This Lease is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements, agreements and understandings, oral or written, in connection therewith. This Lease may be changed or modified only upon the written consent of the Parties hereto.

**31. Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

**32. Consent.** Whenever a Parties consent is required under any provision of this Lease, it shall not be unreasonably withheld, conditioned or delayed.



**33. Mechanic's Liens.** If any mechanic's or materialmen's lien or liens shall be filed against the Premises for work done or materials furnished to Lessee, Lessee shall, at its own cost and expense, cause such lien or liens to be discharged within fifteen (15) days after notice thereof by filing or causing to be filed a bond or bonds for that purpose. In the event any notice preliminary to establishing such a lien (such as the California Preliminary 20-Day Notice) is served on Lessor for work done on the Premises by Lessee, Lessor shall immediately forward a copy of such notice to Lessee.

**34. Amendment.** This Lease can be modified only by the mutual written agreement of the Parties.

[Signatures on next page.]

IN WITNESS WHEREOF, this Lease has been executed on the date first written above.

**CITY OF RIVERSIDE**, a California  
charter City and municipal corporation

**CONCILIO CHILD DEVELOPMENT  
CENTERS**, a nonprofit corporation

By \_\_\_\_\_  
City Manager

By *Shirley G. Ylagan*  
*President, Board of Dir.*  
[Print Name and Title]

Attest: \_\_\_\_\_  
City Clerk

By *Pamela Robinson*  
*Pamela Robinson*  
[Print Name Title]  
*Executive Director*

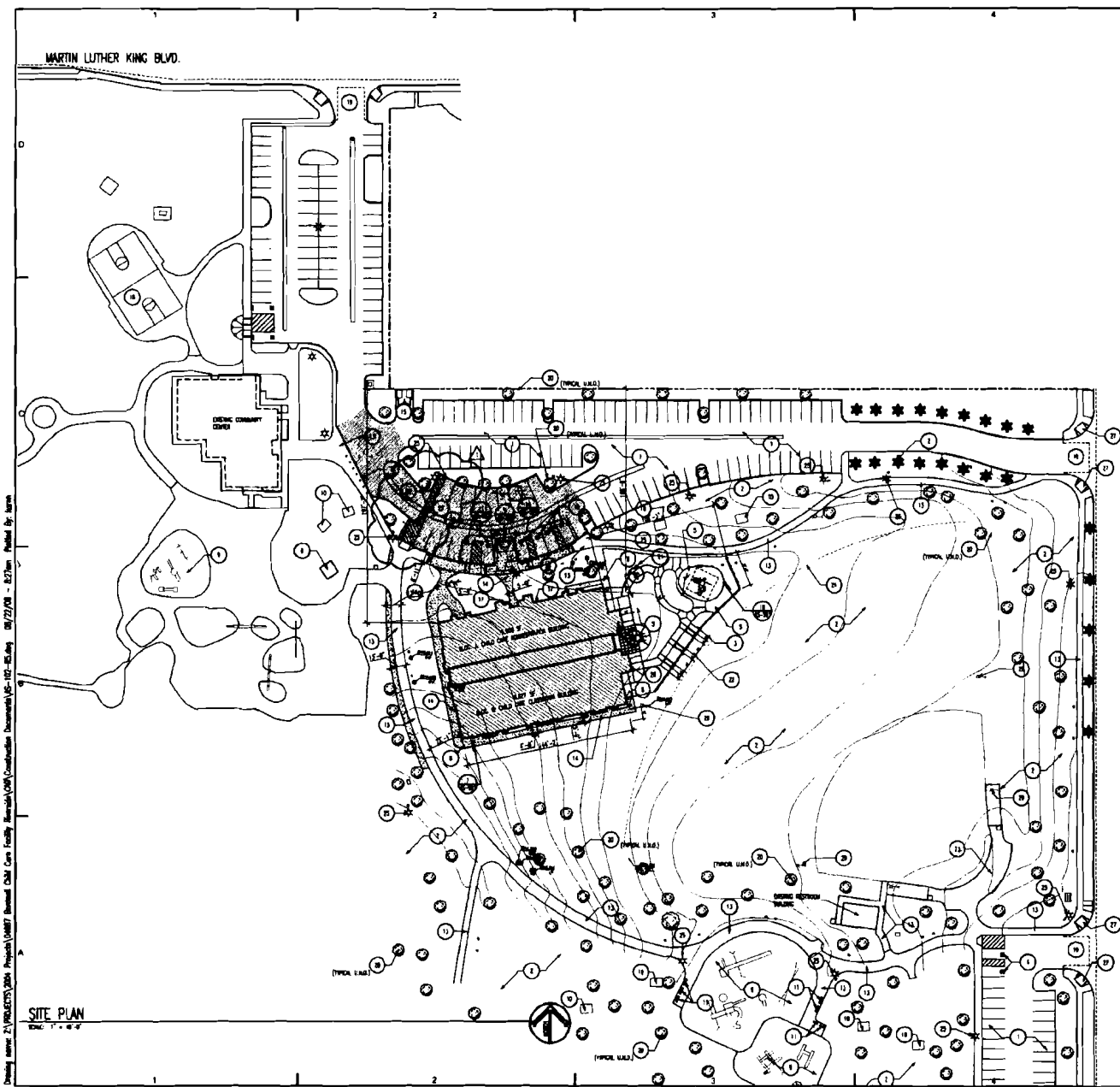
APPROVED AS TO FORM:

*R. Magallon*  
Deputy City Attorney

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CA: 16-0118

**EXHIBIT “A”**

**Premises**



**LEGEND:**

- AREA OF PROPOSED CONSTRUCTION
- ▨ AREA OF NEW CONCRETE WALK
- ▩ AREA OF NEW PAVING, STAMPING AND SLURRY
- PAVE OF DRIVE
- BROUGHT NEW FENCE - 1'-6" HIGH
- POLE MOUNTED LIGHT STANDARD

**KEY NOTES:**

1. EXISTING PARKING LOT
2. EXISTING LANDSCAPING
3. PLAYGROUND EQUIPMENT
4. EXISTING HC PAVING STALLS
5. BRUSH SEE DETAIL 1/4"=1'-0"
6. EXISTING CONCRETE PAVING WALKWAY
7. EXISTING POLE MOUNTED
8. BROUGHT NEW FENCE SEE DETAIL 1/4"=1'-0"
9. EXISTING PLAYGROUND
10. EXISTING POLE MOUNTED ON CONCRETE PAD
11. EXISTING BRUSH
12. LANDSCAPING
13. EXISTING CONCRETE DRIVEWAY
14. CONCRETE SIDEWALK SEE DETAIL 1/4"=1'-0"
15. EXISTING HIGH EXHAUSTORY
16. EXISTING CONCRETE SIDEWALK DRIVEWAY
17. PAVED SEE DETAIL 1/4"=1'-0"
18. HC PAVING
19. EXISTING DRIVE APPROACH
20. EXISTING FENCE
21. BROUGHT NEW CONCRETE ACCESS DRIVE SEE DETAIL 1/4"=1'-0"
22. BROUGHT NEW FENCE PLAY WARD SEE DETAIL 1/4"=1'-0"
23. EXISTING BRUSH
24. EXISTING FIELD LIGHTS
25. EXISTING POLE MOUNTED LIGHT STANDARDS
26. POLE MOUNTED LIGHT STANDARDS SEE DETAIL 1/4"=1'-0"
27. EXISTING HC DRIVE ACCESS
28. EXISTING BRUSH
29. EXISTING BRUSH LIGHT STANDARDS ON CONCRETE BASE
30. HC DRIVEWAY TO HC DRIVE

**GMID**  
ARCHITECTURE - INTERIORS - PLANNING  
1177 KIMBLE STREET SUITE #200  
RIVERSIDE, CA 92507  
PHONE: (951) 333-1140 FAX: (951) 333-1299  
www.gmidgroup.com gmid@gmgroup.com



**PROJECT**  
**BORDWELL PARK CHILD CARE FACILITY**  
2010 MARTIN LUTHER KING BLVD.  
RIVERSIDE, CA 92507

**CITY OF RIVERSIDE**  
3600 MAIN STREET  
RIVERSIDE, CA 92502  
CONTACT: ANDY EMBERY  
PHONE: (951) 938-2021

**PERMIT# 06-5175**

DATE	DESCRIPTION

**BID SET DATE:**

MARK	DATE	DESCRIPTION

**POST BID REVISIONS**

MARK	DATE	DESCRIPTION

**PROJECT NO:** 04887  
**CAD DWG FILE:** AS-102-RS.dwg  
**DRAWN BY:** JLS  
**CHECKED BY:** GMM  
**DRAWING SCALE:** 1"=40'-0"  
**DATE:** AUGUST 30, 2007

**SHEET TITLE:**

**SITE PLAN**

**AS-102**  
SHEET OF SHEETS

Drawing made by: JLS (PROJECTS) 2004, Projected: Boardwell Child Care Facility, Riverside, CA. Construction Documents: AS-102-RS.dwg 20/07/08 - 8:27am. Printed by: JLS

**EXHIBIT “B”**

**Facility Maintenance Plan & Responsibility**

**(Inserted behind this page)**

Area	Task/Objectives	Timescale	Action Required	Responsible Party	Notes	Monthly Cost
A/C and Heating	Filter replacement and equipment inspection	Monthly	1. Replace filters and belts as needed. 2. Visual inspection of all equipment	Lessor		\$857.00
	Annual Inspection for Preventative Maintenance	Annually	1. Perform an annual inspection of HVAC equipment, including restroom exhaust fans and provide any repairs/replacement of equipment as necessary	Lessor		
Building	Fire & Security Alarm System Administration	Monthly and as needed	1. Provide monthly monitoring services for fire and security alarm. 2. Programming/changing alarm codes 3. System maintenance/repairs	Lessor		\$69.00
Landscape (Inside fenced play area unless otherwise specified)	Irrigation – System	As needed	1. Repair and replace irrigation mainlines (i.e. constant pressure lines) as needed, and provide maintenance up to and including the irrigation valves 2. Repair and replace broken sprinkler heads and any PVC lateral lines serving sprinkler heads 3. Irrigation control clock adjustments and repairs	Lessor  Lessee  Lessor	Lessee's landscape maintenance contractor to work with Lessor regarding station programs	
	Maintenance	Weekly	1. Perform weekly landscape care 2. Perform tree trimming services 3. Raised planter beds and planters between classrooms and southerly fence	Lessee		
	Rubbish	Daily	Trash pickup and removal from areas outside the play area fencing	PRCSD		
Waste Management	Refuse services	Weekly	Refuse services (three times weekly in summer and twice weekly in fall/winter/spring)	PRCSD	Lessor will provide one (1) three-yard Dumpster	\$103.00

Total \$1,029.00

**Note:** Email needs to [parkmaintenance@riversideca.gov](mailto:parkmaintenance@riversideca.gov); emergencies may be called in to Call Center at 311

It is not possible to list every specific example of a facility maintenance or repair issue. Whenever both parties agree that the Agreement is silent on an issue, it will be the responsibility of the Lessor, at Lessor's own expense.

Area	Task/Objectives	Timescale	Action Required	Responsible Party	Notes
Building	Maintenance <i>In accordance with Section 11 of this Lease Agreement. For example: broken door knobs or stops, replace ceiling tiles, adjust door closures, lock repairs.</i>	Response to request within 24 hours with anticipated timeframe for repairs.	Repair items/work orders/locksmith services	Lessee (Lessor will perform work at Lessee's request.)	Lessor will bill Lessee quarterly for completed work orders at actual cost only
	Appliances	Twice annually for filter replacement. Response to repair request within 24 hours with anticipated timeframe for repairs.	1. Replacement of ice machine filters twice annually. 2. Appliance repairs	Lessee (Lessor will perform work at Lessee's request.)	Lessor will bill Lessee quarterly for completed work orders for actual cost only
	Roof	Annually	Inspection of Tremco roof during warranty period (10 years from Notice of Completion)	Lessor	Lessor will coordinate inspections with Lessee and will document inspections.
	Roof	As Needed	Roof maintenance and repairs	Lessor	
	Rodent and Pest Control	Monthly	Rodent and pest control services around building exterior only	Lessor	
Custodial	Janitorial	Daily	Maintain facility or cause facility to be maintained (both interior and exterior) in a clean, hygienic, neat and orderly standard	Lessee	

Electrical	Lamp and ballast replacement	Response to request within 24 hours with anticipated timeframe for repairs.	Change lamps and ballasts as needed for all interior and exterior light fixtures	Lessee (Lessor will perform work at Lessee's request.)	Lessor will bill Lessee quarterly for completed work orders at actual cost only
	Annual Inspection for Preventative Maintenance	Annually	1. Perform an annual safety inspection for all interior and exterior electrical fixtures and equipment. 2. Renovate when and as required for code compliance and safety	Lessor	Provide a report of inspection to the Center. To be completed by the end of the current fiscal year.
Plumbing	Annual Preventative Maintenance	Annually	1. Clean out and flush all roof drains prior to rainy season. 2. Inspect interior floor drains in kitchen and restrooms	Lessor	PRCSD will place the building on a roof debris rotation with other buildings annually
	Plumbing	Response to request within 24 hours with anticipated timeframe for repairs.	Broken fixtures, replacement of sensors, sewer/waste line repair	Lessor	PRCSD will not replace damaged fixtures if due to vandalism. Clogged toilets and sinks are Lessee's responsibility unless caused by infrastructure failure.
Structural	ADA Compliance	As needed	Inspect and maintain facility (both interior and exterior) in compliance with ADA requirements, with update/rehab as needed when requirements change	Lessor	
	Fire Code Inspection	As required by Code	Maintain facility (both interior and exterior) for compliance with all applicable Fire Codes	Lessor	



	Annual Inspection for Preventative Maintenance	Annually	Perform annual walkthrough inspection of facility.	Lessor will schedule with Lessee.	
	Structural Maintenance/Repairs	As needed		Lessor	
Utilities	Water and electrical	Monthly	Cost for water, electrical, and natural gas service to building	Lessee	
Playground Structure and Surfacing	Maintenance	As Needed	1.Play Structure  2.Playground resilient surfacing	Lessor will maintain play structure during warranty period (10 years from Notice of Completion dated August 27, 2009), at which time the maintenance responsibility will transfer to Lessee. Lessor will replace resilient surfacing and maintain surfacing during warranty period of new surfacing. Lessor is working to identify funding and prepare bid documents to execute the work in 2016.	