

Fallbrook Regional HEALTH DISTRICT

AGENDA FACILITIES COMMITTEE

Friday, April 5, 2019 at 10:30 A.M.
Board Conference Room, 138 S. Brandon Rd., Fallbrook CA 92028

Committee Members: Bill Leach and Barbara Mroz
Interim Director/Bookkeeper: Wendy Lyon
Staff Members: Linda Bannerman, Pam Knox and Mireya Banuelos
Consultant: Roy Moosa, Sun Realty

1. Call to Order/Roll Call
2. Public Comments
3. Discussion Items
 - a. Review request from non-profit schools regarding space use – Roy Moosa
 - b. Status of proposed District properties repairs
 - c. Status of facilities use and property modifications at 1636 E. Mission Rd. property for Woman of Wellness and community meetings
 - d. Review of landscaping proposals
 - e. Status of revised proposals – roofing specifications from A.D. Magellan
 - f. Update on potential cell phone tower income at 1636 E. Mission Rd. property
 - g. Status of major use permit – 1636 E. Mission Rd. property
 - h. Status of District vehicle maintenance
 - i. Urgent care update status
 - j. Landscaping for 1636 E. Mission Rd. property: Phase One
 - k. Food Pantry Truck Access to 1636 E. Mission Rd. Procedures
 - l. Review of current professional services agreement – Sun Realty
 - m. Status of leak adjustment request for 1636 E. Mission Rd. property – Fallbrook Public Utility District
4. Adjournment

I certify that on April 4, 2019, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of Fallbrook Regional Health District, said time being at least 24 hours in advance of the meeting. The American with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in or denied the benefits of District business. If you need assistance to participate in this meeting, please contact the District office 24 hours prior to the meeting at 760-731-9187.



Board Secretary/Clerk

Wendy Lyon

From: Roy Moosa <roymoosa@att.net>
Sent: Sunday, March 3, 2019 1:52 PM
To: bleach fallbrookhealth.org; Barbara Mroz
Cc: Wendy Lyon; Howard Salmon; Roy Moosa
Subject: Facilities priority list

These are the Facility priority list. Please feel free to add, delete or rearrange.

Thanks,

Roy

Regional Health District Facility Priorities

1636 exterior maintenance
Landscape contract
Brandon exterior parking lot lights
1636 school water fountain leak
1636 irrigation leaks
Alvarado roof replacement
Alvarado parking lot hole
1636 house drainage cleared
Brandon roof replacement
1636 community hall gutters cleaned and repaired
Alvarado a/c unit
Brandon interior paint
Brandon ceiling tiles
1636 house stove light always on
1636 school metal roof replacement
1636 exterior lights working and on timer
1636 school ceiling tiles
1636 Community Hall fascia repair and paint
1636 exterior doors painted
1636 Community hall drainage in rear of building
1636 community hall ceiling panels
1636 light covers
1636 Remove items away from heaters
1636 water heater overflow pipe
1636 light switch covers
1636 Check smoke alarms

1636 Check fire extinguishers
1636 community hall storage area clean out
1636 kitchen wall water damage
1636 screens replaced
1636 removal of dead trees
1636 irrigation working
1636 school painting
1636 house air vent
Alvarado mold issue
1636 exterior metal bars removed
1636 community hall test a/c units
1636 school test a/c units



March 1, 2019

Roy Moosa
Property Manager – Wellness Center
138 S. Brandon Road
Fallbrook, CA 92028

RE: Wellness Center – Landscape Clean-up Proposal

Roy,

As per our discussions and my site review, the following proposals reflects necessary work to ‘clean up’ the property to a base level acceptable to Property Management, Board of Directors and Ownership.

Please contact me should you have any questions or concerns. Thank you for your consideration.

Robert Oldfield
President

Wellness Center Landscape Clean-up Proposal

***Throughout all areas, complete the following:**

1. Chemically eradicate problem perennial weeds throughout. Manually remove annual weeds and dispose off-site. Several areas extremely weedy. Significant work.
2. Physically ‘mow’ down all weeds & other within Sports Field and Open Space areas. *Future mowings to take place under maintenance agreement.
3. Remove dead/dying Italian Cypress between Church and Learning Center.
4. Trim plant material east side of learning center.
5. Trim and groom plant material intended for hedge development. Ex. Raphiolepis & Juniperus species. Minor at residential house.
6. Lightly trim and groom specimen trees.
7. Fertilize all plant material as necessary within various areas. Some Nutrient deficiencies evident. Place 2 types of fertilizer. Balanced and high nitrogen.
8. Apply snail bait to control snails as necessary.
9. Clean-up leaves, trash and debris from planter beds throughout.
- 10.

Project Entry & Church - \$295.00

Residential House - \$185.00

Learning Center - \$795.00

Sports Field/Open Space - \$1,695.00

Total Labor and Materials: \$2,970.00



March 1, 2019

Roy Moosa
Property Manager – Wellness Center
138 S. Brandon Road
Fallbrook, CA 92028

RE: Wellness Center – Property Maintenance Proposal

Roy,

Thank you for allowing Landscape One, Inc. to submit our competitive maintenance service proposal. Our company is committed to providing you the best landscape maintenance service available in the industry today and fully capable of serving all of your project development needs.

Landscape One, Inc. utilizes identifiable trucks, ‘top of the line’ small equipment and quality hand tools in servicing our commercial properties throughout San Diego County. Our personnel are uniformed and highly trained in quality landscape functions. We’re a radio/telephone dispatch company which expedites communications throughout our operations department for immediate emergency service response or for ‘after hour’ service requests.

Based on your requirements and our site review, Landscape One can provide services at the following costs:

Project Entry & Church – \$295.00 per month	“Weekly Service”
Residential House – \$165.00 per month	“Weekly Service”
Learning Center – \$165.00 per month	“Weekly Service”
Sports Field/Open Space – \$195.00 per month	“Weekly Service”

Thank you for giving us the opportunity to submit a proposal for maintaining your property. Should you have any questions or concerns based on our review, please contact me at 760.420.6357. We look forward to partnering with you as your landscape maintenance service provider.

Robert Oldfield
President



Wellness Center

The following maintenance program 'Service Summary' will be executed as part of the general Landscape Maintenance Specifications document.

	<u>Times/Year</u>
Turf Areas:	
Mowing	+/- 48
Edging and Detail	+/- 24
Fertilize	6
Pre-emergent Weed Control Applications	2
Post-Emergent Weed Control Applications	3

Ground Covers:	
Edging and Detail	+/- 12
Weeding	Weekly
Fertilize Ground Covers	3

Shrubs:	
Formal Pruning Techniques	8
Natural Pruning Techniques	4
Weeding	Weekly
Fertilize Shrubs	3

Trees:	
Pruning Trees Under 12 Feet	2
Check, Adjust or Remove Staking	4

Irrigation:	
System Inspection (partial) and/or Adjustments	Weekly

Additional Services:	
Landscape Trash Removal	Each Visit



RAMIREZ

LANDSCAPE & TREE SERVICE

760.717.3550 · FAX: 760.451.1874

P.O. BOX 1460 · BONSALL, CA 92003

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LIC. C27 852720

SERVING OUR CLIENTS WITH QUALITY WORK SINCE 2000!

ESTIMATE

BILL TO:

DATE

NAME

ADDRESS

QUANTITY	DESCRIPTION	AMOUNT
	Proposal for Landscape maintenance	
	As is now price will change with future modifications	
	Monthly Landscape Maintenance	700
	<i>Thank You!</i>	

ESTIMATE TOTAL

X

Estimate Approved

Wendy Lyon

From: DEREK MONTROY <dmontroy@executivelandscapinc.com>
Sent: Friday, April 5, 2019 6:01 AM
To: Wendy Lyon
Subject: 1636 East Mission

Wendy,

I toured the property at 1636 East Mission. I did not have a lot of time to spend on the property but I would think that you are looking at approximately 128 labor hours to clean up the property if everything within the fence line is included plus dump fees. I really would have needed to walk with someone that could provide more specificity as to what the scope of work would be.

In the limited amount of time I had I was not able to check the irrigation. I saw a lot of drip on site. Additionally, I couldn't find an irrigation backflow or shut off; the water was not on.

Unfortunately, I am not able to provide a bid proposal at this time.

Regards,

Derek



Fallbrook Regional Health District

A.D. MAGELLAN

MARCH 20, 2019

REVISED MARCH 25, 2019



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Page 1

March 20, 2019

REVISED MARCH 25, 2019

Attention: Wendy Lyon

Thank you for the opportunity to provide a proposal to assist in your roof replacement project. We believe our experience in developing and managing roofing projects within occupied spaces uniquely qualifies us to assist your District Board through the process of construction planning.

Our firm was founded to address the common challenges owners face throughout all phases of construction. A few of these challenges include; determining proper repairs, defining scopes of work, and phasing projects to meet the owner's budget. Our firm specializes in providing solutions to these common challenges.

Understanding that your consideration may be based on qualifications that relate specifically to your project, please consider the following about our firm:

- Over 30 years of reconstruction related work
- Over \$100 million in occupied space reconstruction experience
- Extensive scope development repair experience for occupied space
- Proven scope development methods allowing for the most effective use of funds, time and resources
- Licensed general contractor

Our goal is to create a transparent and seamless transition from the pre-construction stage into construction; establishing the expectations of all parties to ensure a successful construction project. We take great pride in providing efficient repair options, developing an all-encompassing bid package, and introducing clients to vetted contractors familiar with the requirements of working in and around occupied space. We feel it is important for an owner to work with a partner who is not participating in the scoped repairs. This ensures there is no conflict with the repair approach and total contract value.

We appreciate the opportunity to provide you with this proposal and look forward to working with the District Bard on this project.

Sincerely,

Paul Reyes

Partner

A.D. Magellan LLC

701 Palomar Airport Road Suite 300

www.ADMagellan.com

877.899.5990

info@admagellan.com





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Carlsbad, CA 92011

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A.D. Magellan, LLC.

Introduction

A.D. Magellan, LLC. is a construction management firm located in Carlsbad, CA servicing homeowner associations and commercial properties throughout California. The firm's partners, Paul Reyes and Shannon Smith, have worked within the reconstruction industry for over ten years. Paul is a licensed General Contractor with extensive experience in all areas of reconstruction including roofing and building envelope design and repair. His background covers means and methods, site inspections, cost of repair development, mediated scope of repair definition, project management, and expert testimony. Shannon's background includes project management, site inspections along with a heavy focus on project communication and documentation, and overall operations.

A.D. Magellan's mission is to create the most productive and transparent environment for their clients. They want to be sure their clients are making informed decisions about their properties and feel comfortable knowing they are working with a consultant who truly has their best interests in mind.

Firm Information:

Company Address: 701 Palomar Airport Rd, Suite 300, Carlsbad, CA 92011

Company Website: www.admagellan.com

Email: info@admagellan.com

Contact: beckyl@admagellan.com 877.899.5990





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This proposal outlines our services to conduct a roof inspection, written specifications and facilitate the competitive bidding process-for the following addresses:

617 Alvarado St. Fallbrook
138 S. Brandon Rd. Fallbrook
1636 E. Mission Rd. Fallbrook

Estimated timeline to complete items 1 and 2 below is 60 days. Estimated timeline to complete bid facilitation, receipt and review is 45-60 days.

1. Investigation and Prioritization - \$22,525

Consultant shall perform a thermal scan and physical inspection of the three (3) building roofs listed above. The results will be incorporated into the Scope of Work and will assist in determining proper contingency allowances.

2. Develop Written Specifications - \$16,275

Develop the scope of work and bid package outlining products, warranty requirements, and general conditions.

- a. Detailed specifications for roofing system(s)
- b. Ancillary roofing component replacement
- c. Protocol for handling mechanical/electrical equipment
- d. Quality control program
- e. Safety program
- f. Communication protocol
- g. Warranty
- h. Insurance
- i. References

3. Facilitate Bidding Process -\$15,050

- a. Conduct one (1) pre-bid site walk with bidders
- b. Receive bidder's questions and make addenda, if necessary
- c. Receive and qualify up to five (5) proposals submitted to ensure proposals reflect the information required from the bid package. Develop a Bid Comparison doc of the submitted proposals to assist the district in selecting a contractor.

Total cost for roof replacement project design services- \$53,850

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Construction Management Services – Price TBD

The final scope of construction management services can be determined once the final scope of repairs have been decided. Below is an example of the type of services we can provide for the Fallbrook Regional Health District project.

- 1. Preconstruction meetings**
- 2. Onsite project review**
- 3. Review of all pay applications**
- 4. Review of all change orders**
- 5. Project Communication**
- 6. Project Close-Out**

Notes:

- Our services do not include any intrusive testing or construction work. If any intrusive testing is requested or recommended, such testing shall be performed under an amendment to the contract.
- This proposal does not include engineering or construction services. Should the need for an engineer be required, ADM will request a quote for client approval.
- If repair items outside of the noted defects are requested or recommended, additional hours will be required to develop that scope of work. ADM will provide an amendment to the contract for additional hours. See our rate sheet provided in contract.
- Additional meeting requests or site visits are subject to be billed per our attached rate sheets.
- Costs for construction management services are not included in this proposal. Should the client request construction management services, ADM will submit a proposal to the client after review and approval of the selected contractor's project schedule.
- This proposal is good for 90 days.
- This is not a contract.





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A.D. Magellan SCHEDULE OF RATES 2019

INSPECTION, ESTIMATING & CONSULTATION

ADM Consultant	\$225/hour
Minimum On-Site Fee	\$450.00

SUPPORT SERVICES

Project Assistant	\$145/hour
Coordination & Communication	\$ 105/hour

MISCELLANEOUS

Outside Consultants	Contract Price + 15%
Reimbursable Expenses (Printing, copy service, binding, materials, messenger, shipping)	Expense Price + 15%

The GSA Federal standard mileage rate and per diem will be charged any project over 50 miles from 701 Palomar Airport Road Suite 300, Carlsbad CA 92011.





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Project List: Roofing

Agave Ridge Apartments

San Diego, CA

-Developed the scope of work and provided project oversight services for flat roof replacement of four buildings.

Roofers contract: \$214,000

Balboa Ridge HOA

San Diego, CA

-Developed the scope of work and currently providing project oversight services for flat roof replacement of three buildings.

Roofers contract: \$180,000

Bernardo Pines HOA

San Diego, CA

-Developed the scope of work and provided project oversight services for pitched roof replacement and gutter replacement of 12 roofs.

Roofers contract: \$250,000

Blossom Hill Apartments

San Jose, CA

-Developed the scope of work and provided project oversight services for flat roof replacement of 20 buildings.

Roofers contract: \$480,000

Canyon Park Villas HOA

San Diego, CA

-Developed the scope of work and provided project oversight services for pitched roof replacement of 14 buildings.

Roofers contract: \$300,000

Grandview Terrace Apartments

Los Angeles, CA

-Developed the scope of work and currently providing project oversight for pitched and flat roofs of the midrise building.

Roofers contract: \$1,400,000





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Industry References:

Vivian Castro, Board President
Bernardo Pines HOA
Phone: 858.451.8928

Wade Andre, Community Manager
First Service Residential
Phone: [858.657.2170](tel:858.657.2170)

Chris Delfosse, Property Operations Manager
Goldrich and Kest
Phone: 951.239.9351

Matt Lagoe, Property Operations Manager
Goldrich and Kest
Phone: 408.769.1477





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Certificate of Insurance



JWA J. Whalen Associates, Inc.

Balancing the needs of the environment with those of business.

March 25, 2019

Via Email: bookkeeper@fallbrookhealth.org

Ms. Wendy Lyon
138 S. Brandon Road
Fallbrook CA, 92028
(760) 731-9131

Re: Proposal to Provide Consulting Services on Fallbrook Property

Dear Ms. Lyon:

Thank you for this opportunity to provide a proposal for professional services in regard to the Fallbrook property. As we understand it, the scope of work will come in three parts:

- 1) Obtain a Major Use Permit, or Minor Use Permit if acceptable, for the land use designation that would satisfy both County and your requirements;
- 2) Once the land use designation has been changed, potentially obtain a building permit for a remodel of the existing church;
- 3) Other project related tasks as requested.

For the purposes of this scope of work, we do not feel extensive engineering services are needed. However, should your project require engineering in the future, we have existing relationships with most local engineering firms. One of our preferred vendors, Rick Engineering, is the engineer the County utilizes for contract services and has a lot of experience in north county projects, comparable to yours.

Costs and Schedule

As a standard practice, we provide progress reports either in verbal or written form as appropriate.

For this job, J. Whalen Associates proposes to charge for my efforts on a time and materials basis at the rate of \$350/hour. Senior Project Managers are billed at \$225/hour and Project Managers are billed at \$125/hour. Work done by Project Associates is at the standard rate of \$65/hour. As is our standard policy for new clients, we respectfully request a retainer of \$5,000 prior to commencing work.

1660 Hotel Circle North

Suite 725

San Diego, California

92108 2820

619.683.5544

619 683 5585 FAX

www.jwhalen.net

The estimate is preliminary, based upon our present assessment of the fees that will be incurred for the identified tasks. Please note that it is not possible to predict all aspects of this matter. These estimates may change based upon information received or issues that arise during the process that are unknown at this time. The estimates we are providing are not a limitation on our fees and charges.

Where it is cost effective and efficient to do so, J. Whalen Associates, Inc. will enlist the assistance of associates, whose billable rates are significantly lower than those of the principal engaged on the matter, in order to reduce total billings.

A finder's fee will be charged if our efforts are utilized to attain a purchase or sale of property for conservation, open space, mitigation or development purposes. As we are not Real Estate Brokers and work is on a time and materials basis, we do not charge the standard 10% commission; instead we would be entitled to receive a 2% finder's fee at the close of escrow.

Reimbursement of such client-related expenses such as meals, mileage, telecommunications, and the like are charged back at 1.15 times costs. No reimbursable exceeds \$100 per item without the consent of the client. Our services often require that the client be present at important meetings with Regulatory Agencies.

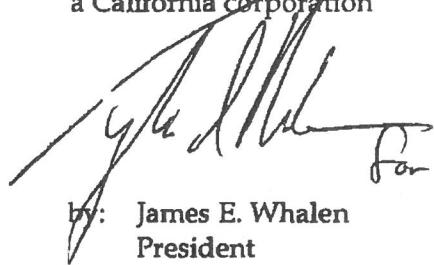
If approval of this proposal on commencement of our work is delayed for any reason beyond ninety (90) days from the date of this letter, it is understood by both parties that the terms, fees and conditions contained herein are subject to revision. Our services are intended to achieve the results you desire and we will dedicate our efforts to achieve these end results. However, due to numerous factors beyond our control, including the conditions underlying this work and the discretionary decision making of government officials, our services come with no guarantees of results, nor is payment for any of our services contingent upon receiving any results.

Please indicate your approval of our proposal by signing the attached Terms and Conditions and returning it. We will return a fully executed copy. Our Services Agreement shall be based upon this letter proposal and the accompanying Terms and Conditions.

We look forward to providing our services to you on this matter. Please do not hesitate to call if you have any questions.

Very truly yours,

J. Whalen Associates, Inc.,
a California corporation

 For James E. Whalen

by: James E. Whalen
President

Consultant Services Agreement

Project: Fallbrook Regional Health District

Agreement entered into at San Diego, California
made this 8 day of March 2019 by and between

Client: Fallbrook Regional Health District
Name: Wendy Lyon
Address: 138 S Brandon Road
City/State: Fallbrook CA 92028

Telephone: (760) 731-9187
Email: bookkeeper@fallbrookhealth.org

Consultant: J. Whalen Associates, Inc.,
a California corporation

Name: James E. Whalen, President
Address: 1660 Hotel Circle N., Suite 725
City/State: San Diego, CA 92108-2820

Telephone: 619-683-5544
Fax: 619-683-5585

Terms and Conditions of Agreement

1. This Consultant Services Agreement ("Agreement") shall be binding upon the heirs, executors, administrators, successors and assigns of Wendy Lyon ("Client") and J. Whalen Associates, Inc. ("Consultant").
2. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
3. This Agreement and attached letter proposal contain the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement and letter are of no force or effect. Subsequent modifications to this Agreement and letter shall be in writing and signed by both Client and Consultant.
4. Either party's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Consultant shall only act as an advisor in all government relations.
8. Ownership of any copyrighted materials and associated documents created by Consultant and used for Client on this project shall remain the property of Consultant. All other documents, studies, drawings, map models, photographs, field data, computerized material and reports prepared by Consultant and provided to Client as "deliverables" under this Agreement shall belong to the Client for the purposes intended by this Agreement, upon the completion of the term of this Agreement, and upon full payment for services performed by Consultant. Consultant shall have no financial or professional liability resulting from any unauthorized changes to said deliverables made by Client or other third parties, nor for any reliance or use of said deliverables by Client or other third parties for purposes other than as intended by this Agreement. If Consultant's deliverables exists in electronic or computerized format, or is transferred in electronic or computerized format, any stamp seal and signature shall be original to be valid, and may not be a computer-generated copy, photocopy or facsimile transmission of the original.
9. Client and Consultant agree to cooperate with each other in every way reasonable on the project.
10. Consultant will maintain workers compensation insurance as required by law: employers liability, comprehensive general liability and automobile liability insurance each with coverage of no less than \$1 million per occurrence and in aggregate; and upon request will furnish insurance certificates to Client. Consultant will maintain professional liability insurance with coverage of no less than \$1 million per claim and in aggregate, if reasonably available, and upon request will furnish insurance certificate to Client.
11. Any assessment, audit or other report issued by Consultant will set forth its findings and conclusions based on the limited information available from the observations, investigations, sampling and/or testing conducted under this Agreement. Consultant may include in its report a statement of limitations setting out the limitations on use provided for above, and describing any limitations and qualifications of its investigations and findings.
12. Upon request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this Agreement.
13. Client agrees not to use or permit any other person to use Consultant's work product and/or deliverables be liable and responsible for any such use of non-final work product and/or deliverables which are not signed and stamped or sealed by Consultant and waives liability against Consultant for such use.
14. In the event this Agreement is terminated before the completion of all services unless Consultant is responsible for such early termination, Client releases Consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided to the date of notification of suspension, abandonment or termination for the project.
15. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

16. This Agreement shall not be construed to alter, affect or waive any lien or stop notice right which Consultant may have for the performance of services pursuant to this Agreement Client agrees to provide to Consultant the present name and address of the record owner of the property on which the project or work is done. Client also agrees to separately provide Consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.

17. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, provided such invoice is undisputed, Client agrees Consultant shall have the right to consider such failure in payment a material breach of this entire Agreement, and, upon written notice, the duties, obligations and responsibilities of Consultant under this Agreement may be suspended or terminated upon written notice to Client, at Consultant's option. In such event, Client shall promptly pay Consultant for all fee, charges, and services provided by Consultant.

18. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this Agreement. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless client, within fifteen (15) days from the date of receipt of such billing, notifies Consultant in writing of any inaccuracies, discrepancies, or errors in billing. Client shall in any event pay the portion of the invoice that is not in dispute.

19. Client agrees to pay a monthly late payment charge, which will be the lesser of, one percent (1%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date the original billing is delivered to Client.

20. If Consultant, pursuant to this Agreement, produces documents and/or performs field services, such documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this Agreement, any additional office or field services thereby required shall be paid for by Client as extra services.

21. Should Consultant's work extend beyond one (1) year of the date this agreement, this Agreement may be subject to renegotiation to incorporate any changes to Consultant's fee schedule.

22. In the event that either party institutes a suit against the other party where this Agreement is at issue, either directly by complaint or by way of cross-complaint, including but not limited to a cross-complaint for indemnity, for alleged negligence, error, omission, or other failure to perform, all costs, including reasonable attorney's fees, expert witness fees, court costs, and any and all other expenses shall be paid to the prevailing party by the losing party. Reasonable attorney's fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which may be entitled.

23. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the San Diego Superior Court, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.

24. Consultant makes no representation concerning the estimated costs made in connection with plans, specifications, reports, studies, or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of Client to verify costs prior to construction.

25. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

26. Consultant makes no warranty, either expressed or implied, as to his findings,

recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.

27. Consultant shall not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event Consultant is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse Consultant for his costs and compensate Consultant at its then standard expert witness rates for the time he incurs in gathering information and documents and attending depositions, hearings, and the like.

28. Consultant agrees to indemnify, defend, and hold harmless Client, its officers, officials, employees and agents from and against all claims, lawsuits, liabilities, or damages to the extent caused by any negligent act or omission of consultant, his agents, employees, and subconsultants pursuant to this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of Client, its officers, agents, and/or employees.

29. Client agrees to indemnify, defend, and hold harmless consultant, its officers, officials, employees, and agents from and against all claims, lawsuits, liabilities, or damages to the extent caused by any negligent act or omission of Client, his agents, employees, and subconsultants pursuant to this Agreement, but excluding such claims or liabilities to the extent caused by the negligence or willful misconduct of consultant, its officers, agents, and/or employees.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above.

Wendy Lyon
Fallbrook Regional Health District

By: Wendy Lyon
Printed Name: WENDY LYON
Title: INTERIM DIRECTOR
Date: 3/25/2019

J. Whalen Associates, Inc.
a California corporation

By: [Signature] for James F. Whalen
Printed Name: James E. Whalen
Title: President
Date: 3/25/19

REGULAR 2019 SCHEDULE OF CHARGES

Principal	\$350.00 / hour
Senior Project Manager	\$225.00 / hour
Project Manager	\$125.00 / hour
Project Associate	\$65.00 / hour

Emergency and Holidays — Minimum charge of two hours will be billed at 1.5 times the normal rate.

Material and Outside Services — Subcontractors, rental or special equipment, special reproductions and blueprinting, telecommunications, meals, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses — Mileage at current Federal Rate, which is 58 cents per mile for 2019. Per Diem where overnight stay is involved is charged at 1.15 times the direct cost.

Effective January 1, 2019

lbannerman fallbrookhealth.org

From: lbannerman fallbrookhealth.org
Sent: Friday, April 5, 2019 10:13 AM
To: Wendy Lyon (bookkeeper@fallbrookhealth.org)
Subject: Status of District Truck

Mike Ready said the only vehicle maintenance that he knows of since 2015 is a safety check, one oil change and replacement of windshield wipers. Bobbi did not have any maintenance done.

Warm Regards,

Linda Bannerman
Administrative Assistant

Fallbrook Regional Health District
formerly
Fallbrook Healthcare District
138 S. Brandon Rd., Fallbrook CA 92028
(760) 731-9187 office
(760) 731-9131 fax
Website: fallbrookhealth.org

Wendy Lyon

From: Roy Moosa <roymoosa@att.net>
Sent: Monday, March 25, 2019 1:42 PM
To: Wendy Lyon
Subject: FW: Med Plus lease

From: Roy Moosa <roymoosa@att.net>
Sent: Tuesday, March 12, 2019 2:23 PM
To: 'Wendy Lyon' <bookkeeper@fallbrookhealth.org>; 'fcpg William Leach' <increasedcirculation@live.com>; 'Barbara Mroz' <BA.Mroz@hotmail.com>
Cc: 'Howard Salmon' <hsalmon@fallbrookhealth.org>; 'Roy Moosa (roymoosa@att.net)' <roymoosa@att.net>
Subject: Med Plus lease

Hi,
Just a few suggestions regarding the Med Plus lease draft:

7.05: Usually the tenant handles all maintenance of the premises including inside and out. It is recommended that the landlord only handle structural issues, which would include walls, roof, interior wall electrical, interior wall plumbing. The tenant should handle all non-structural repairs including plumbing and electrical issues that are outside the wall. This would include fire extinguishers.

7.06 We should record a "Notice of Non-Responsibility" with the county recorder's office. This basically states that we will not be responsible for any mechanic's liens related to nay work that we did not specifically approve.

If it's not already specifically stated, we should require the tenant to add us to their insurance policy as "Additional Insured".

11.03B I would suggest that the "premises shall be considered abandoned there has been no word from the tenant and the premises has been vacant for 10 days with the rent past due.

Other points to consider:

Is there a tenant deposit? If so how much? If not, there should be.

What needs to happen in order for the deposit to be returned?

It should be clear that any damage caused by the tenant or their clientele will be the responsibility of the tenant.

When is the rent considered late? Are there any late fees?

It is recommended that the tenant have a full \$1,000,000 liability insurance policy. \$500,000 per person may be low for a medical business.

Landlord should approve all signage.

We should have a clause that tenant is to comply with all laws and government regulations.

This would also include design guidelines for signage.

Landlord should not be held liable for tenant's inability to use the premises when it is not the landlord's fault i.e. power outages, evacuations, etc.

**COMMERCIAL LEASE OF PREMISES BETWEEN
FALLBROOK REGIONAL HEALTH DISTRICT
AND MEDPLUS
(617 Alvarado St., Fallbrook, CA 92028)**

ARTICLE 1. PARTIES

1.01 THIS LEASE ("Lease") is executed at Fallbrook, California, this 3RD of April 2019, by and between **Fallbrook Regional Health District**, a public entity organized and existing under Health & Safety Code 32000 et seq. (hereinafter "Landlord"), and **MedPlus**, a medical corporation (hereinafter "Tenant").

ARTICLE 2. LEASED PREMISES

2.01 **Description.** Landlord leases to Tenant, and Tenant hires from Landlord, for the term, at the rental, and upon the conditions in this Lease, the building (including all adjacent pylons, monuments, and signage), office space, and immediately adjacent parking lot area consisting of 19 spaces, located at 617 Alvarado Street, Fallbrook, California, 92028, consisting of approximately 2,400 sq. ft. of the northerly portion of the building (hereinafter the "Premises"). Attached as Exhibit "B" is a diagram and drawing depicting the Premises.

A. **Personal Property.** In addition to the Premises, Landlord also leases to Tenant, for the term of this Lease, the items of personal property listed on Exhibit "A" herein.

B. **Exemption from Premises.** As shown on Exhibit "B," a portion of the building at 617 Alvarado Street is specifically exempted from the Premises, as that portion of the building has been placed under containment, and the parties are aware that this portion of the building has been determined to have experienced water intrusion ("the Exempt Portion."). The parties have inspected the Exempt Portion prior to the Commencement Date of this Lease, and the parties agree that this Exempt Portion will be the subject of a remediation or demolition project to be undertaken by Landlord at a future date. Said remediation or demolition project will not result in any abatement of rent for Tenant.

ARTICLE 3. TERM OF LEASE

3.01 Term of Months. The term of the Lease shall be for a period of eleven (11) calendar months commencing on later than August 1, 2018, and ending June 30, 2019.

3.02 Commencement of Term.

A. **Definition.** The term Commencement Date, as used in this Lease, shall be construed to mean the 1st day of August, 2018 as agreed upon by Landlord and Tenant.

3.03 Holding Over. Holding over after the expiration of the term of this Lease, or any oral extension thereof, with the consent of Landlord, shall be a tenancy from month to month for a period not to exceed 150 days, and the rentals and additional rentals upon the covenants, conditions, limitations, and agreements are subject to the exceptions and reservations contained in this Lease.

ARTICLE 4. RENT

4.01 Rental Payment. Tenant agrees to and shall pay to Landlord at Fallbrook, California, or at such other place as Landlord shall from time to time in writing designate, as minimum annual rental for the Premises, the total sum of **Fifty-Seven Thousand Six Hundred Dollars (\$57,600)**, payable in advance in the amount of \$4,800 per month, on or before the tenth (10th) day of each month of the foregoing term.

ARTICLE 5. UTILITIES AND TAXES

5.01 Utilities and Maintenance. Tenant shall pay for all gas, heat, light, power, telephone service, internet connectivity and service, water and wastewater service, janitorial services, and any and all other utilities serving the Premises.

ARTICLE 6. USE AND OCCUPANCY

6.01 Use. Tenant shall use the Premises solely for the purpose of the business of an extended hours (to include weekday evenings and weekend hours) urgent care clinic and ancillary services therein, and for no other purpose whatsoever without the prior written consent of the Landlord.

6.02 Restrictions on Tenant's Use. Tenant agrees, in using the Premises:

A. **Waste.** Not to commit any waste or suffer any waste to be committed upon the Premises.

B. **Nuisance.** Not to commit any public or private nuisance or any other act or thing that might or would disturb the quiet enjoyment of any other tenant of the leased premises or any occupancy of nearby property.

C. **Insurance Risks.** Not to keep, use, sell or offer for sale on the Premise any article, or conduct any activity thereon, which may be prohibited by the standard form of fire insurance policy, and, if Tenant does keep, use, sell or offer for sale any such article, or if any acts are performed on the Premise by Tenant which increase the rate of fire insurance premiums attributable thereto on demand.

ARTICLE 7. ALTERATIONS, REPAIRS, RESTORATION

7.01 Consent of Landlord to Alterations. Tenant shall make no installations, additions or improvements in or to the Premises, except as otherwise authorized in this Lease, or structural alterations or changes either to the interior or exterior of the building on the Premises, or in the bearing walls, supports, beam or foundations without the written consent of the Landlord.

7.02 Tenant to Pay Alteration Cost. All installations, additional, or improvements, and alterations and changes made, with the consent of the Landlord, after Tenant occupies the Premises, shall be made at the sole cost and expense of Tenant.

7.03 Alterations Required by Law. If, during the term of this Lease, any additions, alterations or improvements in or to the Premises, as distinguished from repairs, are required by

governmental regulations because of the use to which the Premises are put by Tenant and not by reason of the character or structure of the building, they shall be made and paid for by Tenant.

7.04 Surrender or Removal of Improvements. All alterations, additions or improvements which are made in or to the Premises shall be the property of Landlord upon the termination of this Lease, unless prior to such termination Landlord gives Tenant written notice to remove some or all thereof, in which case Tenant shall cause the items so designated to be removed and the Premises to be restored to their condition at the commencement of Tenant's Lease, normal wear and tear excepted, all at the expense of the Tenant.

7.05 Maintenance and Repairs. Landlord agrees during the term hereof to keep and maintain at Landlord's expense the Premises and every part thereof in and about the Premises in good order, condition, and repair, including, without limiting the foregoing, all fixtures in existence or in place at the time of the commencement of this Lease, interior walls, floors, ceilings, sides, plumbing, all interior building appliances and similar equipment, windows, doors and plate glass. For purposes of this section, the parties agree that fixtures shall not include any alterations, additions, improvements or changes made pursuant to subparagraphs 7.02 or 7.03, above, nor shall fixtures include any item listed on Exhibit "A" attached hereto.

7.06 Mechanic's Liens. Tenant agrees to pay promptly for all labor done or materials furnished for any work of repair, maintenance, improvements, alterations, or additions done by Tenant in connection with the Premises, and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work. If any such lien shall at any time be filed against the Premises, Tenant shall either cause the same to be discharged of record within twenty (20) days after the date of filing the same, or if Tenant in its discretion and in good faith, determines that such lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure proceedings against the Premises during the pendency of such contest. If Tenant shall fail to discharge such lien within such period or fails to furnish such security, then, in addition to any other right or remedy, Landlord may, but shall not

be obligated to, discharge the same, either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court or by giving security or in such other manner as is or may be prescribed by law. Tenant shall repay to Landlord on demand all sums disbursed or deposited by Landlord in connection therewith. Nothing contained herein shall imply any consent or agreement on the part of the Landlord to subject Landlord's interest in the property, of which the Premises are a part of, to liability under any mechanic's lien law.

7.07 Notice of Non-Responsibility. Landlord shall at all times have the right to post and to keep posted on the demised premises such notices provided for under the laws of the State of California for the protection of the Premises from Mechanic's Liens of a similar nature.

7.08 Partial Destruction—Repairs by Landlord. Should the building situated upon the Premises and the leasehold improvements be damaged or destroyed by fire, casualty, or hazard, then, if damaged or destroyed by fire, casualty, or hazard, then, if damage is so slight as not to interfere substantially with Tenant's use of the Premises, Tenant shall notify Landlord, who shall immediately, undertake to make repairs to the building and improvements and restore the same to substantially the same condition as they were in immediately preceding such damage or destruction. Such work shall be done as rapidly as conditions permit. In the event such damage is so slight as not to interfere substantially with Tenant's uses of the Premises, there shall be no abatement of rent.

7.09 Total or Substantial Destruction—Termination of Lease. Should there be total or substantial destruction and Premises are rendered unusable, either in whole or in part, either party shall have the right to terminate the Lease.

7.10 Rebuilding by Landlord. In the event neither party elects to terminate this Lease, Landlord shall, to the extent of available insurance proceeds, repair or rebuild such building and improvements to substantially the same condition that they were in immediately preceding such damage or destruction.

7.11 Use of Insurance Proceeds on Termination. Should either party elect to terminate this Lease, the proceeds of insurance on the building and improvements shall be paid over to the Landlord, and such insurance proceeds shall be and become the sole and absolute property of Landlord. Nothing in this paragraph or in Paragraph (F) below shall be construed to require Tenant to pay over to Landlord proceeds of insurance on Tenant's personal property.

7.12 Use of Insurance Proceeds to Repair and Rebuild. Should either party elect to terminate this Lease, the proceeds of insurance on the building and improvements shall be paid over to Landlord, and Landlord shall hold the same in trust for the purpose of repairing or rebuilding such buildings and improvements to substantially the same condition that they were in immediately preceding such damage or destruction. In the event after such repair or rebuilding any of such insurance proceeds remains in the hands of Landlord, such balance shall be and become the sole and absolute property of Landlord.

7.13 Continuation of Operation. Tenant agrees to continue the operation of its business in the Premises to the extent reasonably practicable from the standpoint of good business and good patient care during any period of reconstruction or repair.

ARTICLE 8. CONDEMNATION

8.01 Total Condemnation. If, during the term hereof, there shall be a "total taking" by a public authority under the power of eminent domain, then the leasehold estate of Tenant in the Premises shall cease and terminate as of the date actual physical possession thereof shall be taken. "Total taking" is defined to be the taking of the entire Premises under the power of eminent domain or a taking of so much of the Premises as to prevent or substantially impair the conduct of Tenant's business therein.

8.02 Partial Condemnation. If, during the term thereof, there shall be a "partial taking" of the Premises, this Lease shall terminate as to the portion of the Premises taken upon the date which actual possession of the portion of the Premises is taken pursuant to eminent domain proceedings, but this lease shall continue in force and effect as to the remainder of the Premises.

The rental payable by Tenant for the balance of the term, but not taxes and assessments, shall be abated in the ratio that the square footage of the floor area of the building taken bears to the total floor area of the building at the time of such taking. "Partial taking" is defined to be the taking of only a portion of the Premises under the power to eminent domain which does not constitute a "total taking" as defined in Section 8.01.

8.03 Allocation of Award. All compensation and damages awarded for the taking of the Premises or the common facilities, or any portion or portions thereof, shall, except as otherwise herein provided, belong to and be the sole property of Landlord, and Tenant shall not have any claim or be entitled to any award for diminution in value of its leasehold hereunder or for the value of any unexpired term of this Lease; provided, however, Tenant shall be entitled to any award that may be made for the taking of or injury to, or on account of any cost or loss Tenant may sustain in the removal of Tenant's merchandise, fixtures, equipment and furnishings.

8.04 Effect of Termination. If this Lease is terminated, in whole or in part, pursuant to any of the provisions of this Article 8, all rentals and other charges payable by Tenant to Landlord hereunder and attributable to the Premises taken, shall be paid up to the date upon which actual physical possession shall be taken by the condemnor, and the parties shall thereupon be released from all further liability in relation thereto.

ARTICLE 9. INDEMNITY AND INSURANCE

9.01 No Liability of Landlord for Tenant's Acts. Landlord shall not be liable at any time for any loss, damage or injury to the property or person of any person whomsoever at any time occasioned by or arising out of any act or omission of the Tenant, or of anyone holding under Tenant or the occupancy or use of the Premises or any part thereof or the parking lot by or under the Tenant, or directly or indirectly from any state or condition of the Premises or any part during the term of this Lease.

9.02 Indemnification of Landlord. Notwithstanding anything to the contrary in this Lease and irrespective of any insurance carried by Tenant for the benefit of Landlord, Tenant

agrees to protect, indemnify and hold Landlord and the Premises harmless from any and all damages or liabilities of whatsoever nature arising under the terms of this Lease or arising out of or in connection with the operation carried on by Tenant on, or the use or occupancy of, the Premises by Tenant.

9.03 Tenant's Insurance. The Tenant shall carry and maintain, during the entire term hereof, at Tenant's sole cost and expense, the following types of coverage in the amount specified and in the form provided for in this section. Landlord shall be named as an additional insured as to all required Insurance coverage under this Section 9.03.

A. Liability and Property Damage. Broad-form commercial general liability coverage with limits of not less than Five Hundred Thousand Dollars (\$500,000) per person and One Million Dollars (\$1,000,000) each occurrence, insuring against any and all liability of Tenant with respect to the Premises or arising out of the maintenance, use, or occupancy thereof, and property damage liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000) each accident.

B. Delivery of Policy or Certificate. Tenant shall deliver to Landlord certificates evidencing the coverage procured by Tenant, or deliver in lieu thereof certificates of coverage from the insurance company or organization providing the coverage, which certificates shall, among other things, designate the company writing the same, the number, amount, and provisions thereof. Upon Landlord's written request, duplicate copies of such certificates of insurance shall be delivered at reasonable intervals.

C. Notice of Cancellation. All coverages shall contain a provision that no coverage shall be canceled or terminated without ten (10) days prior notice from the insurance company to Landlord. Tenant agrees that on or before ten (10) days prior to expiration of any insurance coverage, Tenant will deliver to Landlord written notification in the form of a receipt or other similar document from the applicable insurance company or organization that said policy or

coverages have been renewed, or delivered certificates of coverage from another good and solvent insurance company or other entity for such coverage.

D. Waiver of Subrogation Rights. Tenant shall procure an appropriate clause in, or an endorsement on, any policy of fire or extended coverage insurance covering the personal property, fixtures and equipment located in or on the Premises, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery against Landlord, and Tenant does hereby agree that it shall not make any claim against or seek to recover from Landlord any loss or damage to its property or the property of others, resulting from fire or other hazards covered by such fire and extended coverage insurance.

ARTICLE 10. ASSIGNMENT AND SUBLETTING

10.01 Landlord's Consent Required. Tenant shall not assign, mortgage, or hypothecate this Lease in whole or in part, not sublet all or any part of the Premises, without the prior written consent of Landlord in each instance. Notwithstanding the foregoing sentence, Tenant may assign its option to purchase the premises to an affiliate of Tenant (as used in this paragraph, "affiliate of Tenant" shall mean a corporation, limited liability company, or other entity in which any member or owner of Tenant holds more than fifty percent (50%) of the outstanding voting capital stock, or other means of control). This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

10.02 Condition to Consent. As a condition to its consent, Landlord may require Tenant to pay all expenses in connection with the assignment, and Landlord may require Tenant's assignee to assume in writing the obligations of Tenant under his Lease.

ARTICLE 11. DEFAULT AND REMEDIES

11.01 Termination for Tenant's Insolvency or Dissolution. This Lease shall be deemed repudiated and breached by Tenant if, during the term of this Lease:

1. A petition to have Tenant adjudicated a bankrupt or a petition for reorganization or arrangement under any of the laws of the United States relating to bankruptcy be filed by Tenant, or be filed against Tenant, and if so filed against Tenant not be dismissed within thirty (30) days from the date of such filing;
2. The assets of Tenant or the business conducted by Tenant on the Premises be assumed by any trustee or other person pursuant to any judicial proceedings;
3. Tenant becomes insolvent or makes an assignment for the benefit of creditors;
4. Tenant commits any act of bankruptcy, or;
5. Any corporate Tenant or assignee or successor in interest of Tenant commences proceedings for winding up.

11.02 Landlord's Right of Termination, Reentry, Damages. Tenant expressly agrees that Landlord may, at its election, terminate this Lease in the event of the occurrence of any of the contingencies hereinabove described by giving no less than three (3) days written notice to Tenant and, when so terminated, Landlord may reenter the Premises, and the leasehold interest created by this Lease shall not be treated as an asset of Tenant's estate. It is further expressly understood and agreed that Landlord shall be entitled upon such reentry, notwithstanding any other provisions of this Lease, to exercise such rights and remedies and to recover from Tenant as damages for loss of the bargain resulting from such breach, and not as a penalty, such amounts as are specified in Section 11.03.

11.03 Default. Landlord may, at its option and without limiting Landlord in the exercise of any other right or remedy he may have on account of a default or breach by Tenant, exercise the rights and remedies specified in Section 11.03 if:

A. Rent Default. Tenant defaults in the payment of any money agreed to be paid by Tenant to Landlord for rent or to be paid for taxes and utilities or for any other purpose under this Lease, and if such default continues for **three (3)** days after written notice to Tenant by Landlord.

B. Abandonment. Tenant abandons the Premises for a period of thirty (30) days.

C. Other Default. Tenant defaults in the performance of any other of its agreements, conditions, or covenants under this Lease and such default continues for thirty (30) days, plus such period of delay as Tenant may encounter in the performance of its agreements by reason of matters beyond the control of Tenant.

11.04 Remedies. On any breach, default or abandonment, Landlord may exercise any of the following rights after the periods of time stated in Section 11.02.

A. Continuation of Lease After Breach. Even though Tenant has breached this Lease and abandoned the property, this Lease continues in effect for so long as Landlord does not terminate Tenant's right to possession; and Landlord may enforce all his rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease. For the purposes of this Section, the following do not constitute a termination of Tenant's right to possession:

1. Acts of maintenance or preservation or efforts to re-let the property.
2. The appointment of a receiver on initiative of Landlord to protect his interest in this Lease. Tenant may, at its option, transfer its interest hereunder in the following manner so long as Landlord has not terminated Tenant's right to possession; sublet the property, assign its interest in the Lease, or both, with the consent of Landlord, which consent shall not be withheld unreasonably.

B. Termination of Lease. Landlord may terminate this Lease, and recover from Tenant all damages permitted by Civil Code Section 1951.2 including the worth at the time of

award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for the same period that the Tenant proves could be reasonably avoided, and in the event of such a termination said Section 1951.2 shall govern with respect to the rights, duties and liabilities of Landlord and Tenant.

11.05 No Waiver of Default. Landlord's failure to take advantage of any default or breach of covenant on the part of Tenant shall not be, or be construed as a waiver thereof, nor shall not be, or be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant of any term, covenant or condition hereof, or to exercise rights given him on account of any such default.

11.06 Landlord's Right to Cure Default. If the Tenant shall be in default in the performance of any covenant on its part to be performed under this Lease, then after notice and without waiving or releasing Tenant from the performance thereof, Landlord may, but shall not be obligated so to do, perform any such covenant, and, in exercising any such right, pay necessary and incidental costs and expenses in connection therewith. All sums so paid by Landlord, together with interest thereon at the rate of ten percent (10%) per annum, shall be deemed additional rent and shall be payable to Landlord on the next rent paying day.

ARTICLE 12. LANDLORD'S GENERAL PROTECTIVE PROVISIONS

12.01 Surrender at End of Term. Tenant shall peaceably give up and surrender to Landlord the Premises and every part thereof to Landlord at the termination of the term of this Lease in as good a condition and repair as reasonable use and wear thereof will permit.

12.02 Landlord's Right to Inspect. Landlord shall be entitled, at all reasonable times, to go on the Premises for the purpose of inspecting the performance by Tenant of the terms and conditions of this Lease, or for the purpose of posting and keeping posted thereon notices of non-responsibility for any construction, alteration, or repair thereof, as required or permitted by any

law or ordinance.

12.03 Landlord's Right of Entry. Landlord reserves, and shall at any and all times, except in the event of an emergency, provide Tenant two hours notice of Landlord's intent to enter the Premises and Tenant shall have the opportunity to have a representative of the Tenant accompany Landlord for the purpose of inspecting the premises, to submit said premises to prospective purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Landlord agrees at all times to comply with applicable HIPAA and state medical privacy regulations.

Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

ARTICLE 13. GENERAL PROVISIONS

13.01 Conditions and Covenants. All of the provisions of this Lease shall be construed

to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

13.02 No Waiver of Breach. No failure by either Landlord or Tenant to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement, and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach.

13.03 Time of Essence. Time is of the essence of this Lease, and of each provision.

13.04 Unavoidable Delay—Force Majeure. If either party shall be delayed or prevented from the performance of any act required by the Lease by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of the party obligation (financial inability excepted), performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, provided, however, nothing in this section shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant except as may be expressly provided elsewhere in this Lease.

13.05 Successors in Interest. Each and all of the covenants, conditions, and restrictions in this Lease shall incur to the benefit of and shall be binding upon the heirs, assignees, and successors in interest of Landlord, and subject to the restrictions of Article 12, the authorized assignees, transfers, subtenants, licensees, and other successors in interest of Tenant.

13.06 Entire Agreement. This Lease contains the entire Agreement of the parties with respect to the matters covered by this Lease, and no other agreements, statements, or promise made by any party, which is not contained in this Lease shall be binding or valid.

Landlord and Tenant have executed this Lease as of the day and year written above in Article 3, Section 3.02.

LANDLORD:

Fallbrook Regional Health District

By: _____
Howard Salmon, President
Board of Directors

TENANT:

MedPlus

By: _____
Graydon Skeoch, M.D

ARTICLE 3. TERM OF LEASE

3.01 Term of Months. The term of the Lease shall be for a period of eleven (11) calendar months commencing on later than August 1, 2018, and ending June 30, 2019.

3.02 Commencement of Term.

A. Definition. The term Commencement Date, as used in this Lease, shall be construed to mean the 1st day of August, 2018 as agreed upon by Landlord and Tenant.

3.03 Holding Over. Holding over after the expiration of the term of this Lease, or any oral extension thereof, with the consent of Landlord, shall be a tenancy from month to month for a period not to exceed 150 days, and the rentals and additional rentals upon the covenants, conditions, limitations, and agreements are subject to the exceptions and reservations contained in this Lease.

ARTICLE 4. RENT

4.01 Rental Payment. Tenant agrees to and shall pay to Landlord at Fallbrook, California, or at such other place as Landlord shall from time to time in writing designate, as minimum annual rental for the Premises, the total sum of **Fifty-Seven Thousand Six Hundred Dollars (\$57,600)**, payable in advance in the amount of \$4,800 per month, on or before the tenth (10th) day of each month of the foregoing term. \$52,800 — 11 MONTHS ^{hA}
(LWS)

ARTICLE 5. UTILITIES AND TAXES

5.01 Utilities and Maintenance. Tenant shall pay for all gas, heat, light, power, telephone service, internet connectivity and service, water and wastewater service, janitorial services, and any and all other utilities serving the Premises.

performance of any such act shall be extended for a period equivalent to the period of such delay, provided, however, nothing in this section shall excuse Tenant from the prompt payment of any rental or other charge required of Tenant except as may be expressly provided elsewhere in this Lease.

13.05 Successors in Interest. Each and all of the covenants, conditions, and restrictions in this Lease shall inure to the benefit of and shall be binding upon the heirs, assignees, and successors in interest of Landlord, and subject to the restrictions of Article 12, the authorized assignees, transfers, subtenants, licensees, and other successors in interest of Tenant.

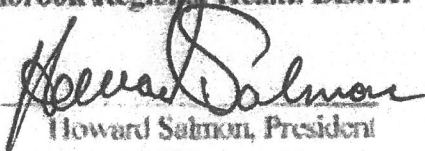
13.06 Entire Agreement. This Lease contains the entire Agreement of the parties with respect to the matters covered by this Lease, and no other agreements, statements, or promise made by any party, which is not contained in this Lease shall be binding or valid.

Landlord and Tenant have executed this Lease as of the day and year written above in Article 3, Section 3.02.

LANDLORD:

Fallbrook Regional Health District

By:


Howard Salmon, President
Board of Directors

TENANT:

MedPlus

By:


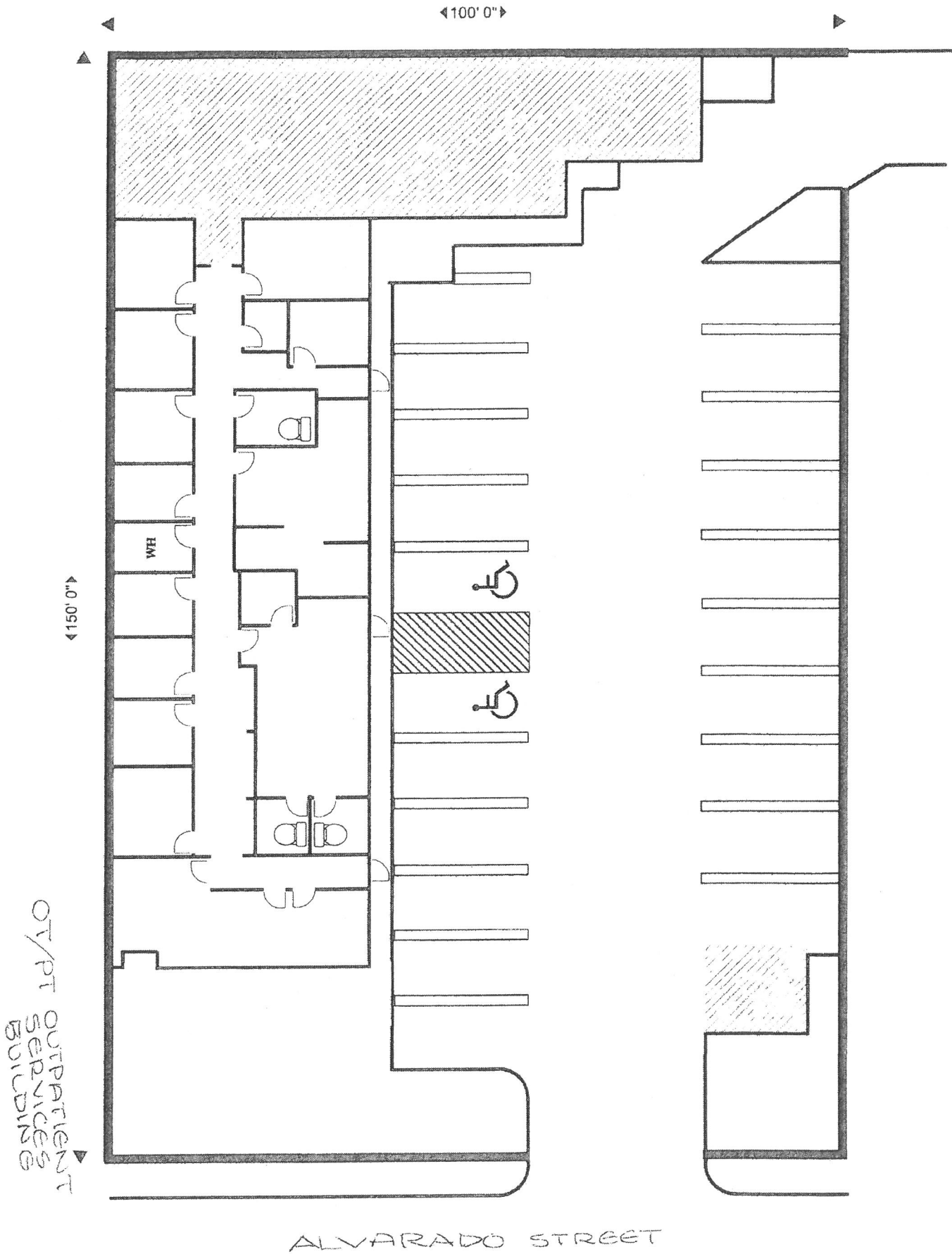

Graydon Skonch, M.D.

EXHIBIT B



lbannerman fallbrookhealth.org

From: Blaise Jackson <bjackson@scottjacksonlaw.com>
Sent: Wednesday, April 3, 2019 3:49 PM
To: lbannerman fallbrookhealth.org
Cc: Wendy Lyon; pknox fallbrookhealth.org; mbanuelos fallbrookhealth.org
Subject: RE: 04 03 2019 Facilities: Food Pantry Truck Access to 1636 - Formal Procedures Draft 1
Attachments: FRHD Food Pantry Ltr.pdf

Importance: High

Linda:

Here's what I have – a letter which I was requested to send to Shae at the Food Pantry back in January. I don't think I received any response to this letter, but this is what I have. Copy of this was supposed to go to the Board back then as well.

Blaise

Blaise J. Jackson Esq.
Law Offices of Scott & Jackson
16935 W. Bernardo Drive, Suite 170
San Diego, CA 92127
(858) 675-9896
(858) 675-9897 (Facsimile)

From: lbannerman fallbrookhealth.org [mailto:lbannerman@fallbrookhealth.org]
Sent: Wednesday, April 3, 2019 3:00 PM
To: Blaise Jackson
Cc: Wendy Lyon; pknox fallbrookhealth.org; mbanuelos fallbrookhealth.org
Subject: 04 03 2019 Facilities: Food Pantry Truck Access to 1636 - Formal Procedures Draft 1

Bill Leach wants an update on for Friday's meeting. Will you have a draft ready?

Warm Regards,

Linda Bannerman
Administrative Assistant

Fallbrook Regional Health District
formerly
Fallbrook Healthcare District
138 S. Brandon Rd., Fallbrook CA 92028
(760) 731-9187 office
(760) 731-9131 fax
Website: fallbrookhealth.org

LAW OFFICES
SCOTT & JACKSON

16935 WEST BERNARDO DRIVE, SUITE 170
SAN DIEGO, CA 92127

—
(858) 675-9896
FAX (858) 675-9897

JEFFREY G. SCOTT
BLAISE J. JACKSON

Of Counsel
JAMES R. DODSON

January 15, 2019

Shae Gawlak
Fallbrook Food Pantry
1042 S. Mission Road
Fallbrook, CA 92028

**RE: Letter Agreement, use of parking area at Fallbrook Regional Health Property,
1636 E Mission Road.**

Dear Ms. Gawlak:

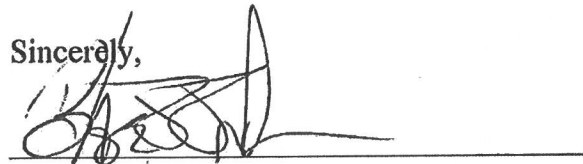
This office is general counsel for Fallbrook Regional Health District, a public entity and longtime grant partner with Fallbrook Food Pantry. It recently came to the Board's attention that the Fallbrook Food Pantry had been granted verbal permission to park its box truck on the parking area at 1636 E. Mission Road, the future site of the Fallbrook Wellness Center. The Board understands that this arrangement is likely temporary, pending the Food Pantry's forthcoming move to a different location.

Please accept this letter as confirmation of permission to park the box truck on the District property. The Board requests your cooperation in ensuring that the truck is parked sufficiently behind the former church building so that the truck is not visible from the gate at Mission Road. In addition, please note that this permission to park is permission only, and the District assumes no liability for the protection of the vehicle. The Food Pantry is urged to keep and maintain insurance in place for the vehicle in full force and effect.

January 15, 2019
Shae Gawlak
Fallbrook Food Pantry
Page 2 of 2

Please contact the undersigned if you have any questions or concerns regarding the foregoing. The District looks forward to a continuation of its relationship with your organization. Your cooperation and professionalism in the handling of this matter is greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Blaise J. Jackson', is written over a horizontal line.

BLAISE J. JACKSON

BJJ:ed

cc: FRHD Board



Sun Realty

**431 South Main Avenue
Fallbrook, Ca. 92028**

**Office: 760-728-8323
Office Fax: 760-731-1477
Cell: 760-224-6377
Home Office: 760-723-1181**

To: Bobbi Palmer
From: Roy Moosa
Date: 6/28/18

Hi Bobbi,

Based on our conversation the other day, I would recommend that the scope of the Property Management responsibilities include the following:

1. Handle all existing property related repairs and upgrades. This would include: dealing with and overseeing contractors, obtaining bids, providing contractor recommendations, and overseeing contractor work related to building upgrades and repairs which would include removal and disposal of unwanted items, fencing, security, and overseeing demolition requirements. Basically, handle aspects of work done to the property that is not considered new construction (unless that is needed also).
2. Handle all existing property maintenance requirements including; dealing with and overseeing contractors, obtaining bids, providing contractor recommendations, and overseeing contractor work related to grounds maintenance, irrigation, landscaping, trash hauling, furniture moving, and security requirements such as fire extinguisher maintenance. Basically, handle all work done to the properties that is considered maintenance.
3. And other needs that the Health District may have to insure an efficient facilities operation.

Let me know if we are missing anything.
Thanks,
Roy



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Fallbrook, Ca. 92028**

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Office Fax: 760-731-1477
Cell: 760-224-6377
Home Office: 760-723-1181**

Bobbi Palmer
Fallbrook regional health District
138 S. Brandon Road
Fallbrook, Ca. 92028

June 1, 2018

Dear Bobbi,

This is in response to the RFP for Property Management Services.

Sun Realty is owned and operated by Roy Moosa, Licensed Real estate broker. Sun Realty has four licensed real estate agents on staff and an Office Manager.

Sun Realty is located in the heart of downtown Fallbrook and currently manages over ten residential properties from Fallbrook to San Diego and manages over ten commercial properties in Fallbrook. Management includes collecting rents, creating lease agreements, handling all aspects of repairs including plumbing, painting, roof, electrical, and alarms, tenant invoicing, coordinating landscaping services, trash services, issuing monthly income statements, towing unauthorized vehicles, signage, advertising and all other aspects of managing a property.

Sun Realty has been in business since 1995 and has dealt with all aspects of real estate and property management. Managed properties have been in Lake Tahoe, Big Bear, San Diego, San Bernardino County and Riverside County.

Along with real estate and property management services, principal, Roy Moosa, is heavily involved and well versed in all aspects of community involvement. He is an elected member of the Fallbrook Community Planning Group and knows county staff and county procedures. He is President of the Fallbrook Historical Society, President of the Fallbrook Vintage Car Club, which puts on the annual car show at the Pal Mesa resort, head of the Revitalization Committee, and President of the Fallbrook Village Association. Through the Village Association, several properties are managed including Heyneman Park on Mission Road, the Vince Ross Village Square at the corner of Main and Alvarado and the Library Plaza next to the Fallbrook Library.

This diverse community and management experience will be a major benefit to the Health District when it comes to dealing with the county or when soliciting support and input from the community.

The combination of real estate property management, (commercial and residential), coupled with community and county involvement will result in bringing to the Health District a benefit of management and community expertise that will be above standard.

Cost of services are open for discussion.

Please don't hesitate to call or e-mail if there are questions.

Thank you,

Roy Moosa



7-30-18

Professional references:

Lila MacDonald

CEO

Fallbrook Chamber of Commerce

111 South Main Avenue

Fallbrook, CA 92028

760.728.5845

lila.macdonald@fallbrookchamberofcommerce.org

Jerri Patchett

President

Fallbrook Beautification Alliance

760-468-0737

fjpatchett@sbcglobal.net

Jim Russell

Chairman

Fallbrook Community Planning Group

russellfarms@roadrunner.com

760-728-8081

Fallbrook Regional HEALTH DISTRICT

REQUEST FOR PROPOSAL (RFP)

PROPERTY MANAGEMENT SERVICES

Fallbrook Regional Health District ("FRHD") is a government entity under the Local Health Care District Law (Statutes 1945, Chapter 932; Health and Safety Code, Division 23, Sections 32000 et seq., of the State of California). The FRHD serves residents of the Fallbrook, Bonsall, Rainbow and De Luz areas of northern San Diego County. Fallbrook is located approximately four miles west of Interstate 15, accessible from Mission Road, which traverses the center of downtown Fallbrook and terminates at California State Highway 76 near the community of Bonsall.

Location

The property for the planned Wellness Center is located at 1636 N Mission Rd., Fallbrook, CA 92028. It is a ±12,060 sq. ft. religious/educational facility that includes an A-frame church, an office building, a free-standing 8,000 sq. ft. school building with 6 classrooms, a 4 BR, 2 BA house, 2 small play yards, 2 basketball courts, a pavilion, and a parking lot with 66 parking spaces.

FRHD requires a property management firm to provide property management services the following locations.

- 1636 N Mission Rd., Fallbrook, CA 92028 (future Wellness Center)
- 138 S Brandon Rd., Fallbrook, CA 92028 (Administrative Building)
- 617 E Alvarado St, Fallbrook CA 92028 (Urgent Care Facility)

Expectations/Scope of Services

Described below are the minimum services FRHD expects in establishing an agreement with a Contractor for Property Management Services, who shall be fully responsible for the management, operation, and maintenance of the Facilities in an efficient, economical and reliable manner, consistent with industry standards and relevant local regulations. Services include, but are not limited to the following:

- The Contractor shall identify the personnel and staffing levels that Contractor intends to assign to this asset to include, but not be limited to, the property manager and maintenance team. The experience and expertise of staff, identification of relevant/direct property management experience, and local availability of staff should also be noted

- The Contractor shall be responsible for estimating, planning, scheduling, budgeting, authorizing, controlling and accumulating all costs and manpower associated with Property Management Services activities, including Contractor procurement functions.
- The Contractor shall demonstrate an understanding of and experience with aspects of managing property in the Facility's local jurisdiction, including formal and informal interactions with the Town and County Government, Business Improvement Districts, and other organized groups that have an impact on the Facility and vice versa.
- The Contractor shall prepare and submit to owner monthly reports relating to the management and operation of the premises for the preceding calendar month.
- The Contractor shall maintain proper records with respect to leasing, management, and operation of the premises (i.e., receipts, disbursements, etc.)
- The Contractor shall select, employ, pay, supervise, direct and discharge all employees necessary for the management, operation, maintenance of premises, in accordance with the annual budget.
- The Contractor shall keep premises in clean and sightly condition and to make (or cause to make) all repairs, alterations, replacements, and installations, do all landscaping, and purchase all supplies necessary for the proper operation of the premises.
- The Contractor shall notify owner's general liability insurance carrier and owner promptly of any personal injury or property damage occurring to or claimed by any tenant or third party with respect to premises.
- The Contractor shall notify owner immediately of any fire, accident, or other casualty, condemnation proceedings; lawsuits or threat thereof.
- The Contractor shall prepare and submit to owner monthly reports relating to the management and operation of the premises for the preceding calendar month.
- The Contractor shall maintain proper records with respect to leasing, management, and operation of the premises (i.e., receipts, disbursements, etc.)
- Routine contracted services will include, but not be limited to, the following:
 - Access Control Services
 - Exterior Landscape Maintenance
 - Trash/Recycling Removal
 - Custodial Services
 - Pest Control
 - HVAC Maintenance
 - Security/Life Safety Monitoring
 - Window Washing
 - Plumbing Maintenance

- Electrical Maintenance
- Parking Lot Management Services to include policing and towing of unauthorized vehicles
- Interior Plant Maintenance

Interested and qualified firms will be asked to submit the following:

- Letter of Response which includes the principal of the firm authorized contractually to complete the work
- Contractor's or firms name and address along with sufficient information regarding qualifications and abilities to provide these services, which includes an email address and the physical location of business.
- Qualifications (include proposed methodology for accomplishing the tasks described in the RFP; experience with building operations (i.e., mechanical, electrical, fire alarms, plumbing and energy management, etc)
- Staff levels (include size and experience of staff: identify relevant/direct property management experience).
- A description of your errors and omissions insurance and commercial general liability coverages.
- Cost of services
- References.
- Preference will be given to firms which have and maintain a property management office within the Fallbrook District service area.

Submission of RFP

All responses to this RFP must be delivered to the point of contacts shown below. All questions and requests for additional information must be in writing and received through the point of contacts shown below (email is acceptable).

Qualified firms are required to submit seven (7) hard copies of the RFP letter of response to:

Bobbi Palmer, MBA, MSW
 CEO
 Fallbrook Regional Health District
 138 S Brandon Rd
 Fallbrook, CA 92028
 (760) 731-9187
bpalmer@fallbrookhealth.org
projectadmin@fallbrookhealth.org

Bobbi Palmer

45,000 @

Fallbrook Regional HEALTH DISTRICT

REQUEST FOR PROPOSAL (RFP)

PROPERTY MANAGEMENT SERVICES

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- The Contractor shall identify the personnel and staffing levels that Contractor intends to assign to this asset to include, but not be limited to, the property manager and maintenance team. The experience and expertise of staff, identification of relevant/direct property management experience, and local availability of staff should also be noted.

- Electrical Maintenance
- Parking Lot Management Services to include policing and towing of unauthorized vehicles
- Interior Plant Maintenance

Interested and qualified firms will be asked to submit the following:

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 138 S Brandon Rd
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bpalmer@fallbrookhealth.org
projectadmin@fallbrookhealth.org



990 East Mission Road
Fallbrook, California
92028-2232
www.fpud.com

(760) 728-1125

Board of Directors

Al Gebhart
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General Manager

David Shank
Assistant General Manager/
Chief Financial Officer

Mary Lou West
Secretary

General Counsel

Paula de Sousa Mills
Best Best & Krieger

Fallbrook RHD

1663 E Mission Rd
Fallbrook CA, 92028

Acct No.: 07720-003

Email :
bookkeeper@fallbrookhealth.org

Date: 3/29/2019

Dear Customer,

We have reviewed your Leak Adjustment Application received March 21, 2019 and approved a leak credit as well as a credit for sewer billing based on the leak during the February 2019 Billing period. (the other months were similar to previous, comparable months) The leak was determined to be 377 units. A credit for the last month of your sewer bill, based on the leak and sewer bill over-payment, will be applied to your bill:

\$3,790.36

Please note, the district only reviews leak applications for appeals once in a 12 month cycle, for each customer. We expect that you will review your water system, repair leaks in a timely manner and prevent significant leaks from happening. This conserves water for all and money for you!

The District is currently in the process of a District-wide meter upgrade that will allow customers to access their water usage on-line and set up notifications when high usage and/ or leaks occur. The website is: <https://fpud.watersmart.com/index.php/>. Use your account number to log in and create your profile: password, usage demands, etc. This will be enable you to review your water usage and be notified of leaks or possible leaks, before you get your bill.

Also, you may be interested in a free irrigation check-up and survey of your property for potential problems and water conservation recommendations. FPUD contracts with the nonprofit agency, Mission Resource Conservation District (MRCD), to provide this service to our customers. MRCD has soil, water and natural resources experts who come out to your property and review your watering practices, look for leaks, misaligned sprinkler heads and other issues. They will then provide you with a detailed report and suggestions. Often they find leaks. They will not fix the leaks but they will show you where they are and will provide suggestions for repairing them.

You can sign up for this service with your account number at www.watersmartcheckup.org. You will be contacted by someone at MRCD to set up a time that is convenient for you.

Sincerely,
Soleil Develle, Engineering Technician, 760-999-2717