

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

466



FROM: Economic Development Agency

SUBMITTAL DATE:
June 30, 2010

SUBJECT: Memorandum of Understanding – Between the County of Riverside and Coachella Valley Volunteers in Medicine

RECOMMENDED MOTION: That the Board of Supervisors approve the attached Memorandum of Understanding and authorize the Chairman of the Board to execute same on behalf of the County of Riverside.

BACKGROUND: The County of Riverside (County) in collaboration with the Coachella Valley Volunteers in Medicine (VIM) would like to pursue a Public Health Enhancement Services Clinic by assisting in the potential development of a Volunteers in Medicine Clinic located in the City of Indio. The City of Indio and surrounding desert community residents would greatly benefit from these enhanced services.

(Continued)

Dan Martinez

Robert Field
Assistant County Executive Officer/EDA
By Dan Martinez, EDA Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$2,350,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/10

SOURCE OF FUNDS: Palm Desert Redevelopment Pass-Through funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
BY: *Jennifer L. Sargent*
County Executive Office Signature: Jennifer L. Sargent

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 6-29-10
DATE: *6-29-10*
Departmental Concurrence

Consent Policy
 Consent Policy

Dep't Recomm.:
 Per Exec. Ofc.:

BACKGROUND: (Continued)

The County and VIM desire to enter into a Memorandum of Understanding (MOU) to define the roles and responsibilities of the parties for providing public health enhancement services. VIM does not have the expertise and means to construct a building to provide enhanced health care services. The County in concept has agreed to provide the assistance and expertise to construct a facility and acquire the land in which the facility will be located, including covering the costs for the acquisition and construction in an amount not-to-exceed \$2,350,000. The County has agreed to lease the facility with improvements to VIM for a term of 240 months at a rental rate of \$1 per year.

As defined in the MOU, VIM has agreed to enter into a lease agreement with the County, make the annual rent payments, and operate the health clinic. VIM will be responsible for all costs associated with the operation of the health facility, including but not limited to, fixtures, furnishings, and equipment required for the operation of the facility. A separate lease between the County and VIM will be submitted to the Board of Supervisors under separate cover.

This Form 11 has been approved as to form by County Counsel.

FINANCIAL DATA:

There are no costs associated with this transaction.

1 **WHEREAS**, the County has identified real property in the City of Indio as a potential
2 location for the proposed health clinic; and

3 **WHEREAS**, VIM in concept has agreed to lease the health clinic property, reimburse
4 the County for expenses related to the maintenance of the Facility, and pay for the operational
5 costs of the Facility, including, but not limited to, utilities and custodial costs; and

6 **WHEREAS**, the approval of this MOU by the Parties is not a commitment to proceed
7 with the Project; and

8 **WHEREAS**, the approval of the Project is contingent, among other things, upon
9 completion of a CEQA review; and

10 **WHEREAS**, for purposes of completing the CEQA review, the Parties agree that
11 Project shall be studied as the preferred alternative and the County shall be the lead agency
12 for CEQA; and

13 **WHEREAS**, the terms and conditions set forth in this MOU are contingent upon
14 approval by the Board of Supervisors and completion of CEQA.

15 **WHEREAS**, if the CEQA process identifies matters that prevent this potential Project
16 from moving forward, the County and VIM hereby agree to terminate this MOU.

17 **NOW, THEREFORE**, for valuable consideration the parties do hereby agree as follows:

18 **I. PREMISES.** The proposed location ("Premises") shall consist of an unimproved
19 parcel of real property including a finished lot consisting of approximately 31,600 +/- square
20 feet, more commonly known as Assessor's Parcel Number 614-340-020, located in the City of
21 Indio, County of Riverside, State of California, currently owned by Indio Retail Property, LLC,
22 incorporated as part of the Premises are the following provisions:

23 **A.** Construction of an office and clinic space consisting of approximately
24 five thousand nine hundred (5,900) square feet, as more particularly shown on Exhibit "A,"
25 attached hereto and by this reference incorporated herein.

1 B. The proposed building, a shared parking lot, common areas, the land in
2 which they are located, along with any other buildings and/or improvements thereon are herein
3 collectively referred to as part of the Premises.

4 **II. TERM.** This MOU shall be effective upon the date of its full execution by the
5 Parties hereto. Unless otherwise terminated by the either Party, the term of this MOU shall be
6 in place until the execution of a lease by both parties as defined in Section IV, Paragraph B of
7 this MOU.

8 **III. COUNTY'S OBLIGATIONS.** County's obligations shall include, but not be
9 limited to, the following:

10 A. Not approve or make any commitment of the Project until the CEQA
11 process has been completed.

12 B. Seek funding for all expenditures associated with this proposed
13 transaction pursuant to that certain Cooperative Agreement dated April 7, 1992 (MO 3.43)
14 entered into by and between the County, the City of Palm Desert, and the Palm Desert
15 Redevelopment Agency that provides pass-through funding for such expenditures.

16 C. Acquire and pay for the acquisition of the Premises and the proposed
17 construction of the Facility up to Two Million Three Hundred Fifty Thousand Dollars
18 (\$2,350,000).

19 D. Be responsible for all maintenance associated with the Facility and the
20 landscaping in order to maintain the Facility according to County standards.

21 E. Enter into a formal lease agreement ("Lease") with VIM when the Facility
22 is ready for occupancy with, among other terms, the following terms:

- 23 1. The term of the Lease shall be for two hundred forty (240) months.
24 2. The annual rental amount shall be One Dollar (\$1.00).

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1 **IV. VIM OBLIGATIONS.** VIM's obligations shall include, but not be limited to, the
2 following:

3 A. Operate a health clinic in accordance with VIM's stated mission: The
4 mission of the Coachella Valley Volunteers in Medicine is to provide a no-cost primary health
5 care service to medically underserved people residing in the Coachella Valley. For the
6 purpose of performing said services, VIM shall contract for all necessary personnel and
7 supplies necessary to perform the specified services.

8 B. Enter into the Lease with the County when the Facility is ready for
9 occupancy which will include but shall not be limited to indemnify the County of all liability
10 associated with the operation of the clinic.

11 C. Reimburse the County for all costs associated with the maintenance and
12 landscaping of the Facility.

13 D. Immediately upon the date in which the notice of occupancy for the
14 Facility is filed and VIM takes occupancy of the Facility make the annual lease payments for
15 the term of the Lease. The annual Lease rate will be One Dollar (\$1) per year.

16 E. Notify the County of any maintenance issues regarding the Facility.

17 F. VIM shall be responsible for all telephone, data systems, utilities, and
18 custodial services used in connection with this building. VIM shall provide and pay for all
19 fixtures, furnishings, and equipment required for the operation of this Facility.

20 G. Acknowledges that this Project is contingent upon completion of CEQA.

21 **V. INDEMNIFICATION.** VIM shall indemnify and hold the County of Riverside, its
22 Agencies, Districts, Special Districts and Departments, their respective directors, officers,
23 Board of Supervisors, elected and appointed officials, employees, agents and representatives
24 ("County Parties") from any liability whatsoever, based or asserted upon any act or omission
25 of VIM, its officers, employees, subcontractors, agents or representatives arising out of or in

1 any way relating to or in any way connected with the leased premises, the operation of the
2 health care clinic, Facility, and all management and operation of VIM or this Agreement,
3 including but not limited to property damage, bodily injury, or death or any other element of
4 any kind or nature whatsoever. LESSEE shall defend, at its sole expense, all costs and fees
5 including, but not limited to, attorney fees, cost of investigation, defense and settlement or
6 awards, the County Parties in any claim or action based upon such alleged acts or omissions.

7 **VI. ASSIGNMENT.** Neither this MOU nor any clause or provision contained herein
8 may be assigned, transferred, or released without the express written consent of the parties
9 hereto.

10 **VII. CHANGES OR MODIFICATIONS.** No part of the MOU may be modified,
11 altered, amended, waived, or changed without the express written consent of the Parties.

12 **VIII. INDEPENDENT CAPACITY.** VIM, its officers, employees, and agents shall act
13 in an independent capacity during the term of this MOU and not as officers, employees, or
14 agents of the County. Neither shall they have authority to contract for or on behalf of, or incur
15 obligations on behalf of, the County.

16 **IX. NOTICES.** Any notices required or desired to be served by either party upon
17 the other shall be addressed to the respective parties as set forth below:

18 **EDA**
19 Assistant County Executive Officer/EDA
20 Economic Development Agency
3403 10th Street, Suite 300
Riverside, CA 92501

VIM
President, Volunteers in Medicine
Coachella Valley Volunteers in Medicine
c/o JFK Memorial Hospital
47-111 Monroe Street
Indio, CA 92201

22 **X. ENTIRE MOU.** This MOU contains the entire MOU and understanding between
23 the parties. There are no oral understandings, terms, conditions, or promises, and no party
24 has relied upon any representations, express or implied, not contained in this MOU.

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IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this MOU on their behalf.

**COACHELLA VALLEY VOLUNTEERS
IN MEDICINE, a California non-profit
Corporation**

By: *R. Ronald Hare*
R. Ronald Hare, President

COUNTY OF RIVERSIDE

By: _____
Marion Ashley, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: *Synthia M. Gunzel*
Synthia M. Gunzel
Deputy County Counsel

CR:jw
04/29/10
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