

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



ORM APPROVED COUNTY COUNSEL  
 Departmental  
 PATRICIA MUNROE  
 DATE 11/13/12

**FROM:** Economic Development Agency / Facilities Management

**SUBMITTAL DATE:**  
November 21, 2012

**SUBJECT:** Lease between the County of Riverside and the Coachella Valley Volunteers In Medicine

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the attached Lease and authorize the Chairman of the Board to execute the same on behalf of the County;
2. Find that the leasing of the building and improvements are exempt from California Environmental Quality Act (CEQA) pursuant to CEQA guidelines section 15061(b)(3), as it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment; and Section 15301, Class 1, as the project involves negligible or no expansion of an existing use;

(Continued)

Robert Field  
Assistant County Executive Officer/EDA

|                       |                               |      |                         |         |
|-----------------------|-------------------------------|------|-------------------------|---------|
| <b>FINANCIAL DATA</b> | Current F.Y. Total Cost:      | \$ 0 | In Current Year Budget: | Yes     |
|                       | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment:      | No      |
|                       | Annual Net County Cost:       | \$ 0 | For Fiscal Year:        | 2012/13 |

**COMPANION ITEM ON BOARD AGENDA:** No

**SOURCE OF FUNDS:** 100% Revenue Lease

|                                  |                          |
|----------------------------------|--------------------------|
| 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**

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

Prev. Agn. Ref.: 3.45 of 07/13/10

District: 4/4

Agenda Number: **3.7**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**RECOMMENDED MOTION:** (Continued)

3. Authorize the Assistant County Executive Officer/EDA or designee to take all necessary steps to administer the Lease including signing subsequent annual renewal agreements and related documents to complete this transaction; and
4. Direct the Clerk of the Board to post the Notice of Exemption.

**BACKGROUND:**

The need for affordable health care and dental services for income eligible individuals in the Coachella Valley region continues to be in demand. The County of Riverside (County) and the Coachella Valley Volunteers in Medicine (VIM) partnered to pursue development of a public health enhancement services clinic.

For this purpose, the Board of Supervisors approved a Memorandum of Understanding between the County and VIM on July 13, 2010, resulting in the attached Lease (Lease) for consideration.

The Lease is a twenty year agreement by and between the County and VIM (Lessee), involving APN: 614-340-020, located at 82-915 Avenue 48, Indio, California for a 6,133 square foot clinic building constructed by the County.

The Lessee will provide no-cost medical and dental services to low-income, uninsured qualified individuals with no other options. Lessee is projecting delivery of 550-600 patient visits per month by mid-2013 and currently provides care to an estimated 425-500 patients monthly. The leasing of this building to the VIM will greatly benefit the residents in the City of Indio and the surrounding desert communities.

Under the one-dollar per year Lease with the County, Lessee will be solely responsible for all of the costs associated with operating the facility. The County will be performing the maintenance associated with the facility. The Lessee will reimburse the County for all maintenance costs associated with the services provided.

No expansion of an existing use will occur Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301, Existing Facilities Class 1 and General Rule Exemption Section 15061(b)(3), a Notice of Exemption will be filed with the County Clerk. The proposed project, the Lease, is the letting of property involving existing facilities and no expansion of existing use will occur.

This attached lease has been reviewed and approved by County Counsel as to legal form.

**FINANCIAL DATA:**

There are no costs associated with this transaction.

1 LEASE  
2 BY AND BETWEEN  
3 THE COUNTY OF RIVERSIDE  
4 AND THE COACHELLA VALLEY  
5 VOLUNTEERS IN MEDICINE  
6 (82-915 AVENUE 48, INDIO, CA 92201)  
7

8 THIS LEASE is made and entered into on this \_\_\_\_\_ day of December 2012,  
9 by and between the County of Riverside, a political subdivision of the State of  
10 California as Lessor, herein called "County," and the Coachella Valley Volunteers in  
11 Medicine, a nonprofit corporation, herein called "Lessee," and collectively referred to as  
12 "the Parties," for the property described below under the following terms and  
13 conditions:

14 RECITALS

15 WHEREAS, the Parties entered into that certain Memorandum of Understanding  
16 dated July 13, 2010, outlining the intentions of the Parties;

17 WHEREAS, the County acquired unimproved land and constructed a health  
18 clinic facility;

19 WHEREAS, the County is the owner of real property located at 82-915 Avenue  
20 48, Indio, Riverside County, State of California, the "Property";

21 WHEREAS, in accordance with California Government Code Section 26227, the  
22 County may make available, by lease, to a public agency, non-profit corporation, or  
23 nonprofit association any county real property which is not needed for county  
24 purposes, to be used to carry out social programs, upon terms and conditions  
25 determined by the Board of Supervisors to be in the best interests of the County and  
26 the general public;

27 WHEREAS, the Lessee is a non-profit corporation duly created as of June 2008  
28 and is in good standing with the State of California;

1           **WHEREAS**, the Lessee desires to lease the Property for the purpose of  
2 operating a public health enhancement services clinic; and

3           **WHEREAS**, the Lessee will provide medical and dental services to residents of  
4 the City of Indio and surrounding desert communities;

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

7           **1.     Description.** The premises leased hereby consist of approximately  
8 6,133 square feet located at 82-915 Avenue 48, Indio, California, and consist of an  
9 office and clinic building as more particularly shown on Exhibit "A," attached hereto and  
10 by this reference made a part of this Lease.

11           **2.     Use.**

12           (a) The premises are leased hereby for the purpose of operating a  
13 community health clinic for local residents who meet income eligibility and  
14 administrative service offices thereof.

15           (b) The leased premises shall not be used for any other purpose  
16 without first obtaining the written consent of County, which consent shall be at the  
17 absolute discretion of County as determined by its Board of Supervisors. Failure to  
18 comply with the terms of this section shall be considered a material default of the  
19 lease. Failure to timely cure such default may result in early termination as set forth in  
20 section 12 herein and/or modification of the rent set forth in section 4 herein, to the  
21 current existing fair market rate rent as determined by an appraisal conducted by an  
22 MAI appraiser.

23           (c) Lessee shall have the exclusive use of the leased premises.

24           **3.     Term.** The term of this Lease shall be for a twenty year period  
25 commencing as of December 1, 2012, or upon completion of construction and  
26 terminating November 30, 2032.

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1           **4.     Rent.**

2                   (a)     Lessee shall pay the sum of One Dollar \$1.00 per year to County  
3 as rent for the leased premises, payable, in advance, on the first day of the month in  
4 which Lessee takes occupancy of the facility, and annually thereafter.

5           **5.     On-Site Improvements by Lessee.**

6                   (a)     Any alterations, improvements or installation of fixtures to be  
7 undertaken by Lessee shall have the prior written consent of County after Lessee has  
8 submitted proposed plans for such alterations, improvements or fixtures to County in  
9 writing.

10                  (b)     All alterations and improvements to be made, and fixtures  
11 installed, or caused to be made and installed, by Lessee shall become the property of  
12 County with the exception of trade fixtures as such term is used in Section 1019 of the  
13 Civil Code. At or prior to the expiration of this Lease, Lessee may remove such trade  
14 fixtures; provided, however, that such removal does not cause injury or damage to the  
15 leased premises, or in the event it does, Lessee shall restore the premises to their  
16 original shape and condition as nearly as practicable. In the event such trade fixtures  
17 are not removed, County may, at its election, either: (1) remove and store such fixtures  
18 and restore the premises for the account of Lessee, and in such event, Lessee shall  
19 within thirty (30) days after billing and accounting therefore reimburse County for the  
20 costs so incurred, or (2) take and hold such fixtures as its sole property.

21           **6.     Signs.** Lessee shall not erect, maintain or display any signs or other  
22 forms of advertising upon the leased premises without first obtaining the written  
23 approval of County, which approval shall not be unreasonably withheld.

24           **7.     Lessee Obligations:** Lessee's obligations shall include, but not be  
25 limited to the following:

26                   **A.     Operations:**

27                           1.     Operate a health clinic in accordance with Lessee's stated  
28 mission: The mission of the Coachella Valley Volunteers in Medicine is to provide a

1 no-cost primary health care service to medically underserved people residing in the  
2 Coachella Valley.

3                   2. For the purpose of performing said services, Lessee shall  
4 contract for all necessary personnel and supplies necessary to perform the specified  
5 services.

6                   3. The Property shall be open at a minimum:

7                   a. Tuesday - Friday 8:00 am - 5:00 pm.

8                   b. Occasional Saturdays at the discretion of Lessee.

9                   **B. Utilities.** Lessee shall pay for all utility services used in  
10 connection with the operation of the Property throughout the term of this Lease  
11 including, but not limited to: water, sewer, gas, refuse removal, electrical, data,  
12 telephone services, security, cable, and fire protection, as may be required for the  
13 maintenance and use of the Property.

14                   **C. Maintenance.**

15                   1. Lessee shall reimburse the County for all costs associated  
16 with the maintenance of the facility.

17                   2. Lessee shall notify the County of any maintenance issues  
18 regarding the facility.

19                   **D. Landscaping Services**

20                   1. Lessee shall provide, or cause to be provided, and pay for  
21 all landscaping services in connection with the leased premises, which includes  
22 parking lot maintenance, at Lessee's sole cost. Costs for landscaping services shall  
23 remain the sole responsibility of the Lessee for the entire term of the Lease as defined  
24 in section 3, Term.

25                   2. County reserves the right to assume the landscaping  
26 services if County deems the leased premises are not maintained in accordance with  
27 County Standards and shall seek reimbursement of costs from Lessee.

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1           **E. Custodial Services.** Lessee shall provide, or cause to be  
2 provided, and pay for all custodial services in connection with the leased premises.

3           **8. County Obligations.**

4           **A. Maintenance.**

5                   1. County shall be responsible for all maintenance of the  
6 leased premises.

7                   2. County shall be responsible for providing routine monitoring  
8 and maintenance of the fire alarm system, fire extinguishers, and the fire sprinkler  
9 system, if applicable.

10                  3. County shall maintain the mechanical room and other major  
11 equipment connected to this facility. Lessee shall provide an escort to the County  
12 maintenance person or persons for this service if required.

13                  4. In the event any damage or injury to the leased premises is  
14 caused by the negligent acts of Lessee, its officers, employees, clients, agents, guests,  
15 invitees, subcontractors or independent contractors, any repairs made, or caused to be  
16 made by County as may be necessary to restore the leased premises as a result of  
17 such damage or injury shall be paid forthwith by Lessee to County upon a billing and  
18 accounting thereof, in writing, by County to Lessee.

19           **9. Inspection of Premises.** County, through its duly authorized agents,  
20 shall have the right to enter the leased premises for the purpose of inspecting,  
21 monitoring, and evaluating the obligations of Lessee hereunder and for the purpose of  
22 doing any and all things which it is obligated and has a right to do under this Lease.

23           **10. Quiet Enjoyment.** Lessee shall have, hold and quietly enjoy the use of  
24 the leased premises so long as it shall fully and faithfully perform the terms and  
25 conditions that it is required to do under this Lease.

26           **11. Compliance with Government Regulations.** Lessee shall, at Lessee's  
27 sole cost and expense, comply with the requirements of all local, state and federal  
28 statutes, regulations, rules, ordinances and orders now in force or which may be

1 hereafter in force, pertaining to the leased premises. The final judgment, decree or  
2 order of any court of competent jurisdiction, or the admission of Lessee in any action or  
3 proceedings against Lessee, whether Lessee be a party thereto or not, that Lessee  
4 has violated any such statutes, regulations, rules, ordinances or orders, in the use of  
5 the leased premises, shall be conclusive of that fact as between County and Lessee.

6 **12. Termination by County.** County shall have the right to terminate this  
7 Lease forthwith:

8 (a) In the event a petition is filled for voluntary or involuntary  
9 bankruptcy for the adjudication of Lessee as debtors.

10 (b) In the event that Lessee makes a general assignment, or Lessee's  
11 interest hereunder is assigned involuntarily or by operation of law, for the benefit of  
12 creditors.

13 (c) In the event of abandonment of the leased premises by Lessee.

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

18 (e) Without cause upon one hundred twenty (120) days' written notice  
19 served upon the Lessee.

20 **13. Termination by Lessee.** Lessee shall have the right to terminate this  
21 Lease in the event County fails to perform, keep or observe any of its duties or  
22 obligations hereunder; provided, however, that County shall have thirty (30) days in  
23 which to correct its breach or default after written notice thereof has been served on it  
24 by Lessee; provided, further, however, that in the event such breach or default is not  
25 corrected, Lessee may elect to terminate this Lease in its entirety or as to any portion  
26 of the premises affected thereby, and such election shall be given by an additional  
27 fifteen (15) days written notice to County.

28



1           **14. Insurance.** Lessee shall during the term of this Lease procure at its sole  
2 cost and expense and keep in full force and effect from the commencement date of this  
3 Lease continuing until the end of the term of the Lease the following insurance  
4 provisions:

5           (a) Workers' Compensation. Procure and maintain Workers'  
6 Compensation Insurance as prescribed by the laws of the State of California.

7           (b) Comprehensive General Liability. Procure and maintain  
8 Comprehensive Broad Form General Liability insurance coverage that shall protect  
9 Lessee from claims including, but not limited to, damages for premises liability,  
10 contractual liability, personal and advertising injury (broad form) which may arise from  
11 or out of Lessee's operation use and management of the leased premises and grounds  
12 or the performance of its obligations hereunder, whether such operations, use or  
13 performance be by Lessee, by any subcontractor, vendor, or by anyone employed  
14 directly or indirectly by either of them or volunteers serving either of them. Such  
15 insurance shall name County of Riverside, its Directors, Officers, Special Districts,  
16 Board of Supervisors, employees, agents or representatives as additional insureds with  
17 respect to this Lease and the obligations hereunder with limits not less than \$1,000,000  
18 per occurrence combined single limit. Policy shall provide for \$5,000 in medical  
19 payments coverage per occurrence, and fire legal liability in an amount not less than  
20 \$50,000 per occurrence.

21           (c) Vehicle Liability. Lessee shall procure auto liability as required by  
22 the State of California.

23           (d) All Risk Real and Personal Property.

24           (1) The leased premises will continue to remain insured by the  
25 County Property Program at no additional cost to Lessee. The County of Riverside  
26 shall continue to be responsible for all risk, earthquake and flood deductibles.

27           (2) The leased premises will continue to remain insured by the  
28 County Boiler and Machinery Program. The County of Riverside shall continue to be

1 responsible for any and all deductibles relating to Boiler and Machinery insurance  
2 coverage.

3 (e) General Insurance Provisions.

4 (1) Any insurance carrier providing insurance coverage  
5 hereunder shall be admitted to the State of California unless waived, in writing, by  
6 County Risk Manager, and such carrier(s) shall have an A.M. BEST rating of not less  
7 than an A:VII (A:8). In addition, any deductibles or self-insured retentions must be  
8 declared by such carrier(s) and such deductibles and retentions shall have the prior  
9 consent, in writing, from the County Risk Manager and, at the election of the County  
10 Risk Manager, such carriers shall be notified in writing and shall either: (1) reduce or  
11 eliminate such deductibles or self-insured retentions relating to the County of  
12 Riverside, its officers, employees or agents, or (2) procure a bond which guarantees  
13 payment of losses and related investigations, claim(s) administration and defense  
14 expenses and costs. If no written notice is received from County Risk Manager within  
15 ten (10) days of the acceptance of agreement then such deductibles or self -insured  
16 retentions shall be deemed acceptable.

17 (2) Cause its insurance carrier(s) to furnish the County of  
18 Riverside with either (1) properly executed original Certificate(s) of Insurance and  
19 certified original copies of endorsements effecting coverage as required herein, or (2) if  
20 requested to do so, in writing, by County Risk Manager, provide original Certified  
21 copies of policies including all endorsements and any and all attachments thereto,  
22 showing that such insurance is in full force and effect, and County of Riverside, its  
23 Directors, Officers, Special Districts, Board of Supervisors, elected officials, employees,  
24 agents or representatives are named as additional insureds with respect to this Lease  
25 and the obligations of Lessee hereunder. Further, said Certificate(s) and policies of  
26 insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days'  
27 written notice shall be given to the County of Riverside prior to any modification,  
28 cancellation, expiration or reduction in coverage of such insurance. In the event of any

1 such modification, cancellation, expiration or reduction in coverage and on the effective  
2 date thereof, this Lease shall terminate forthwith, unless the County of Riverside  
3 receives prior to such effective date another properly executed original Certificate of  
4 Insurance and original copies of endorsements or certified original policies including all  
5 endorsements and attachments thereto evidencing coverages set forth herein and the  
6 insurance required herein is in full force and effect. Lessee shall not take possession  
7 or otherwise use the leased premises until the County of Riverside has been furnished  
8 original Certificate(s) of Insurance and certified original copies of endorsements or  
9 policies of insurance including all endorsements and any and all other attachments as  
10 required in this Section. The original endorsements for each policy and the Certificate  
11 of Insurance shall be signed by an individual authorized by the insurance carrier to do  
12 so on its behalf.

13 (3) It is understood and agreed to by the parties hereto, and the  
14 insurance company(s), Certificate(s) of Insurance and policies shall so covenant and  
15 shall be construed as primary and County's insurance and/or deductibles and/or self-  
16 insured retentions or self-insured programs shall not be construed as contributory.

17 (f) Professional Liability. Procure and maintain professional liability  
18 insurance coverage to protect from any liability whatsoever based on or asserted by  
19 any claim, act or omission of Lessee, its officers, agents, employees, subcontractors  
20 and independent contractors, relating to or in any way connected with or arising from  
21 the agreement and/or for any error or omission by Lessee its employees, agents,  
22 Officers or subcontractors. The amount of such insurance shall not be less than  
23 \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in the aggregate.

24 **15. Hold Harmless.**

25 (a) Lessee represents that it has inspected the leased premises,  
26 accepts the condition thereof and fully assumes any and all risks incidental to the use  
27 thereof. County shall not be liable to Lessee, its officers, agents, employees,  
28 subcontractors or independent contractors for any personal injury or property damage

1 suffered by them which may result from hidden, latent or other dangerous conditions in,  
2 on, upon or within the leased premises; provided, however, that such dangerous  
3 conditions are not caused by the sole negligence of County, its officers, agents or  
4 employees.

5 (b) Lessee shall indemnify and hold County, its officers, agents,  
6 employees and independent contractors free and harmless from any liability  
7 whatsoever, based or asserted upon any act or omission of Lessee, its officers, agents,  
8 employees, subcontractors and independent contractors, for property damage, bodily  
9 injury, or death (Lessee's employee included) or any other element of damage of any  
10 kind or nature, relating to or in anywise connected with or arising from its use and  
11 responsibilities in connection therewith of the leased premises or the condition thereof,  
12 and Lessee shall defend, at its expense, including without limitation, attorney fees,  
13 expert fees and investigation expenses, County, its officers, agents, employees and  
14 independent contractors in any legal action based upon such alleged acts or  
15 omissions. The obligations to indemnify and hold County free and harmless herein  
16 shall survive until any and all claims, actions and causes of action with respect to any  
17 and all such alleged acts or omissions are fully and finally barred by the applicable  
18 statute of limitations.

19 (c) The specified insurance limits required in Paragraph 14 above  
20 shall in no way limit or circumscribe Lessee's obligations to indemnify and hold County  
21 free and harmless herein.

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

1 **17. Toxic Materials.** During the term of the Lease and any extensions thereof,  
2 Lessee shall not violate any federal, state or local law, ordinance or regulation, relating  
3 to industrial hygiene or to the environmental condition on, under or about the leased  
4 premises, including, but not limited to, soil and groundwater conditions. Except as  
5 necessary to maintain and operate a medical facility and provide health care services,  
6 Lessee, its successors, assigns and sublessees, shall not use, generate, manufacture,  
7 produce, store or dispose of on, under or about the leased premises or transport to or  
8 from the leased premises any flammable explosives, asbestos, radioactive materials,  
9 hazardous wastes, toxic substances or related injurious materials, whether injurious by  
10 themselves or in combination with other materials (collectively, "hazardous  
11 substances", "hazardous materials" or "toxic substances") in the Comprehensive  
12 Environmental Response, Compensation and Liability Act of 1980, as amended, 42  
13 U.S.C. Section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C.  
14 Section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. Section  
15 6901, et seq; and those substances defined as "Hazardous Wastes" in Section 25117  
16 of the California Health and Safety Code or as "Hazardous Substances" in Section  
17 25316 of the California Health and Safety Code; and in the regulations adopted in  
18 publications promulgated pursuant to said laws. Any hazardous substances generated  
19 in the course of maintaining and operating a medical facility, and/or providing health  
20 care services, shall be handled and disposed of in strict compliance with all laws, rules  
21 and regulations. Lessee shall indemnify and hold harmless County of Riverside for any  
22 causes of action or damage incurred as a result of, or arising out of, the presence,  
23 handling, and/or disposal of such hazardous substances.

24 **18. Free From Liens.** Lessee shall pay, when due, all sums of money that  
25 may become due for any labor, services, material, supplies, or equipment, alleged to  
26 have been furnished or to be furnished to Lessee, in, upon, or about the leased  
27 premises, and which may be secured by a mechanic's, material man's or other lien  
28 against the leased premises or County's interest therein, and will cause each such lien

1 to be fully discharged and released at the time the performance of any obligation  
2 secured by such lien matures or becomes due; provided, however, that if Lessee  
3 desires to contest any such lien, it may do so, but notwithstanding any such contest, if  
4 such lien shall be reduced to final enforcement thereof is not promptly stayed, or if so  
5 stayed, and said stay thereafter expires, then and in such event, Lessee shall forthwith  
6 pay and discharge said judgment.

7 **19. Employees and Agents of Lessee.** It is understood and agreed that all  
8 persons hired or engaged by Lessee shall be considered to be employees or agents  
9 only of Lessee and not of County.

10 **20. Binding on Successors.** Lessee, its assigns and successors in interest,  
11 shall be bound by all the terms and conditions contained in this Lease, and all the  
12 parties thereto shall be jointly and severally liable hereunder.

13 **21. Waiver of Performance.** No waiver by County at any time of any of the  
14 terms and conditions of this Lease shall be deemed or construed as a waiver at any  
15 time thereafter of the same or of any other terms or conditions contained herein or of  
16 the strict and timely performance of such terms and conditions.

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

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

25 **24. Attorneys' Fees.** In the event of any litigation or arbitration between  
26 Lessee and County to enforce any of the provisions of this Lease or any right of either  
27 party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the  
28 successful party all costs and expenses, including reasonable attorneys' fees, incurred

1 therein by the successful party, all of which shall be included in and as a part of the  
2 judgment or award in such litigation or arbitration.

3 **25. Notices.** Any notice required or desired to be served by either party  
4 upon the other shall be addressed to the respective parties as set forth below:

| 5 <u>County:</u>                | 6 <u>Lessee:</u>                             |
|---------------------------------|--|
| 7 County of Riverside           | 8 Coachella Valley Volunteers in Medicine    |
| 9 Economic Development Agency   | 10 81-880 Dr. Carreon Boulevard, Suite B-103 |
| 11 3403 Tenth Street, Suite 500 | 12 Indio, CA 92201                           |
| 13 Riverside, California 92501  |  |

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

16 **26. Permits, Licenses and Taxes.** Lessee shall secure and maintain, at its  
17 expense, all necessary permits and licenses as it may be required to obtain and/or  
18 hold, and Lessee shall pay for all fees and taxes levied or required by any authorized  
19 public entity. Lessee recognizes and understands that this Lease may create a  
20 possessory interest subject to property taxation and that Lessee may be subject to the  
21 payment of property taxes levied on such interest.

22 **27. Paragraph Headings.** The paragraph headings herein are for the  
23 convenience of the parties only, and shall not be deemed to govern, limit, modify or in  
24 any manner affect the scope, meaning or intent of the provisions or language of this  
25 Lease.

26 **28. County's Representative.** County hereby appoints the Assistant County  
27 Executive Officer/EDA as its authorized representative to administer this Lease as its  
28 authorized representatives to administer this Lease.

29 **29. Agent for Service of Process.** It is expressly understood and agreed  
30 that in the event Lessee is not a resident of the State of California or it is an association  
31 or partnership without a member or partner resident of the State of California, or it is a  
32 foreign corporation, then in any such event, Lessee shall file with County's Assistant

1 County Executive Officer/EDA, upon its execution hereof, a designation of a natural  
2 person residing in the State of California, giving his or her name, residence and  
3 business addresses, as its agent for the purpose of service of process in any court  
4 action arising out of or based upon this Lease, and the delivery to such agent of a copy  
5 of any process in any such action shall constitute valid service upon Lessee. It is  
6 further expressly understood and agreed that if for any reason service of such process  
7 upon such agent is not feasible, then in such event Lessee may be personally served  
8 with such process out of this County and that such service shall constitute valid service  
9 upon Lessee. It is further expressly understood and agreed that Lessee is amenable  
10 to the process so served, submits to the jurisdiction of the Court so obtained and  
11 waives any and all objections and protests thereto.

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

18 **31. Execution by Lessee.** Lessee covenants that it is a duly constituted  
19 under the laws of the state of its organization, and that the person(s) who is acting as  
20 its signatory in this Lease is duly authorized and empowered to act for and on behalf of  
21 the Lessee. Lessee shall furnish County prior to the execution hereof with evidence of  
22 the authority of the signatory to bind the entity or trust as contemplated herein.

23 ///  
24 ///  
25 ///  
26 ///  
27 ///  
28 ///



1 **32. Execution by County.** This Lease shall not be binding or consummated until  
2 its approval and execution by the County's Board of Supervisors.

3 Dated: \_\_\_\_\_

**COUNTY OF RIVERSIDE**

6 By: \_\_\_\_\_  
7 John F. Tavaglione, Chairman  
8 Board of Supervisors

**LESSEE**

11 By:   
12 R. Ronald Hare, President  
13 Coachella Valley Volunteers in Medicine

14 ATTEST:  
15 Kecia Harper-Ihem  
16 Clerk of the Board

17 By: \_\_\_\_\_

19 **APPROVED AS TO FORM:**  
20 PAMELA J. WALLS, County Counsel

21 By:   
22 Patricia Munroe  
23 Deputy County Counsel

28 TA:ra/092412/IN103/15.320 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.320.doc

# EXHIBIT "A"

