

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

741



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

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

FINANCIAL DATA	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

Dept's Recomm.: Consent
 Per Exec. Ofc.: Consent
 Policy
 Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: December 4, 2012
 xc: EDA, Recorder

Kecia Harper-Ihem
 Clerk of the Board
 By: Deputy

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.

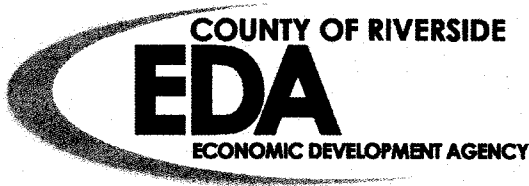
Under the one-dollar per year Lease with the County, Lessee will be solely responsible for all of the costs associated with operating the facility. The County will be performing the maintenance associated with the facility. The Lessee will reimburse the County for all maintenance costs associated with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



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

12/5/12
Date

JA
Initial

Date: October 24, 2012
To: Mary Ann Meyer, Office of the County Clerk
From: John Alfred, Acting Senior Environmental Planner, Project Management Office
Subject: County of Riverside Economic Development Agency Project # FM047341010300

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10th Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.

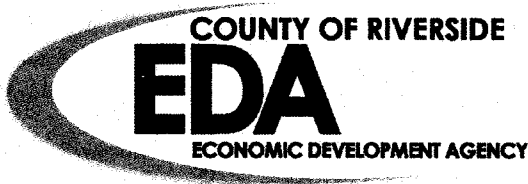
Attachment

cc: file

Signed: _____ Date: _____

John Alfred, Acting Senior Environmental Planner
County of Riverside, Economic Development Agency

DEC 04 2012 3.7



NOTICE OF EXEMPTION

October 24, 2012

Project Name: County of Riverside, Coachella Valley Volunteers in Medicine Lease

Project Number: FM047341010300

Project Location: APN: 614-340-020, 82-915 Avenue 48, Indio, California 92201.
Latitude: 33° 42' 0.6134"N, Longitude: -116° 13' 45.3382"W. (See attached exhibit).

Description of Project: The County of Riverside (County) will enter into a twenty year agreement by and between the County and Coachella Valley Volunteers in Medicine VIM (Lessee), involving APN: 614-340-020. The existing 6,133 square foot building is located at 82-915 Avenue 48, Indio, CA and includes an adjacent parking lot area. The lessee desires to operate and provide no-cost medical and dental services to low-income, uninsured qualified individuals at the subject property and enter into a Lease and Operating Agreement. The County desires to lease the property to the Coachella Valley Volunteers in Medicine (VIM) partnered to pursue development of a public health enhancement services clinic.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15301, Existing Facilities, Class 1 and General Rule Exemption Section 15061

Reasons Why Project is Exempt: The project is exempt from the provisions of CEQA specifically by CEQA Guidelines:

- Section 15301, Class 1 – Lease and Operating Agreement, is the letting of property involving existing facilities and no expansion of existing use will occur; and
- Section 15061 - With certainty, there is no possibility that the proposed project may have a significant effect on the environment.

Signed: _____

Date: _____

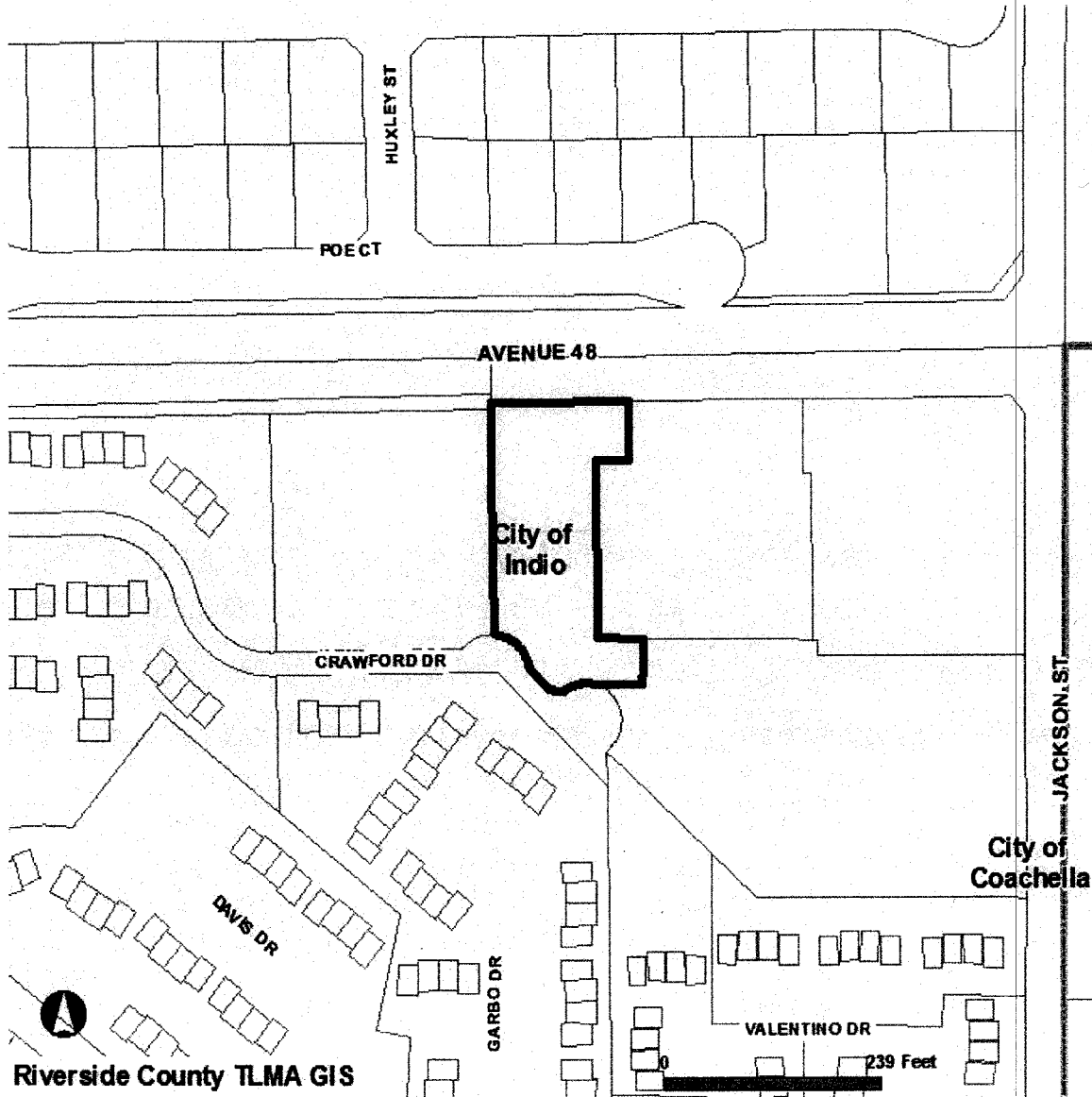
10.24.12

John Alfred, Acting Senior Environmental Planner
County of Riverside, Economic Development Agency

DEC 04 2012

3.7

EXHIBIT A



Riverside County TLMA GIS

APN: 614-340-020

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Coachella Valley Volunteers in Medicine Lease

Accounting String: 524830-47220-7200400000-FM047341010300

DATE: October 24, 2012

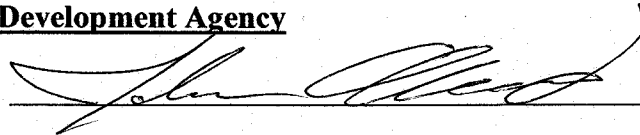
AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature: _____



PRESENTED BY: Tonja Acosta, Administrative Services Analyst, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____

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.

27 ///

28 ///

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.

28 ///

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

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

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

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

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

25 **29. Agent for Service of Process.** It is expressly understood and agreed
26 that in the event Lessee is not a resident of the State of California or it is an association
27 or partnership without a member or partner resident of the State of California, or it is a
28 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 ///

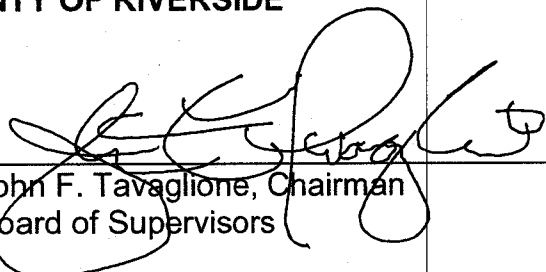
27 ///

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: _____

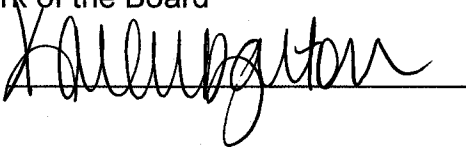
4 **COUNTY OF RIVERSIDE**

5
6 By: 
7 John F. Tavaglione, Chairman
8 Board of Supervisors

9 **LESSEE**

10
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: 
18

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

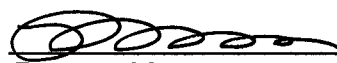
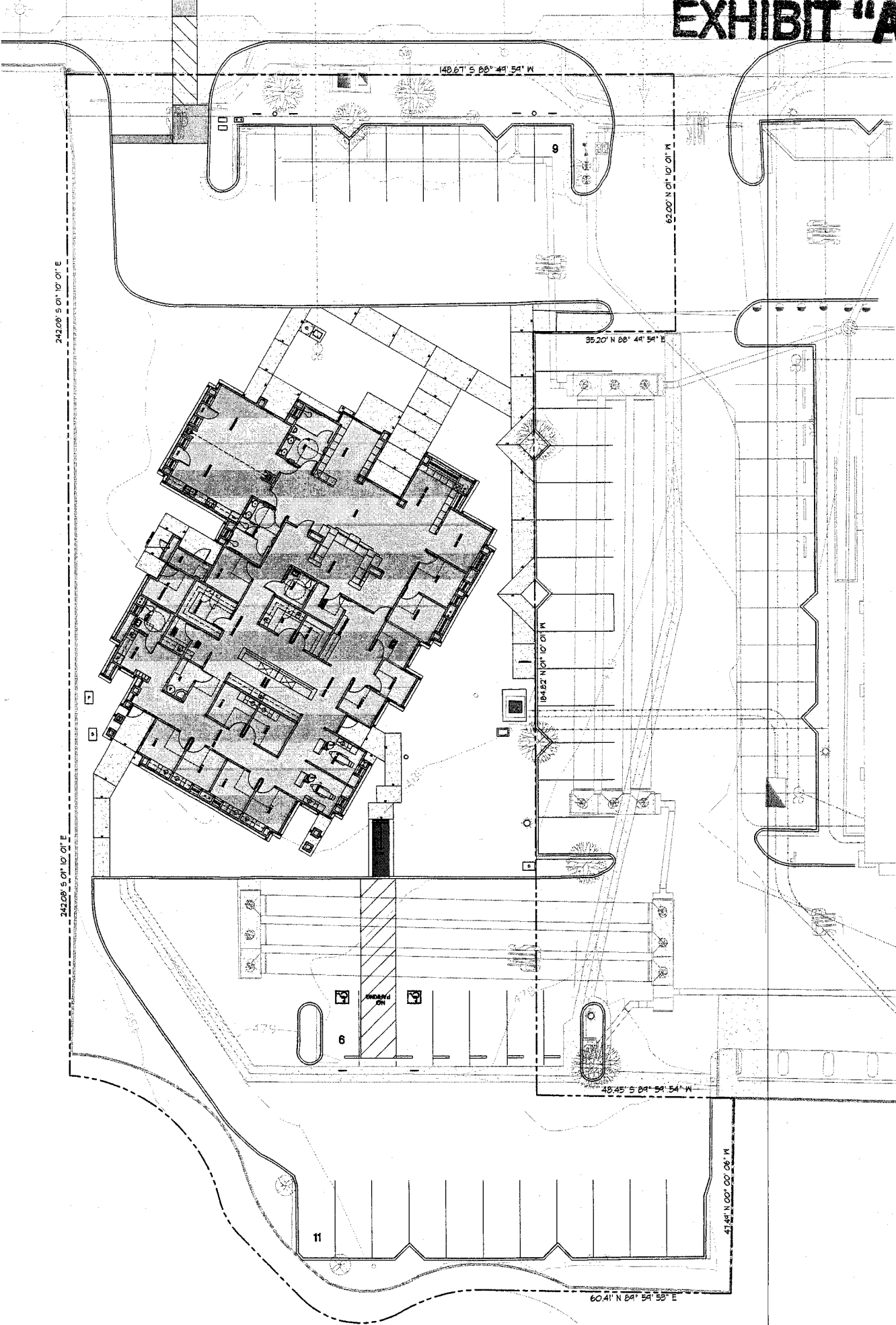
21 By: 
22 Patricia Munroe
23 Deputy County Counsel

EXHIBIT "A"



242.08' S 01° 10' 01" E

242.08' S 01° 10' 01" E

149.67' S 88° 41' 54" W

62.00' N 01° 10' 01" E

35.20' N 88° 44' 54" E

184.82' N 01° 10' 01" E

45.45' S 84° 54' 54" W

41.44' N 00° 00' 00" E

60.41' N 84° 54' 58" E

