

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 11/27/15
DATE: GREGORY P. PRIAMOS

Departmental Concurrence



**SUBMITTAL TO THE BOARD OF DIRECTORS
REGIONAL PARK AND OPEN-SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

964



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
October 15, 2015

SUBJECT: Revenue Lease between the County of Riverside and the Regional Park and Open-Space District for Jurupa Valley Boxing Club; CEQA Exempt; District 2; [\$1, Fund 25420 Dept ID 931182]

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the Revenue Lease for the Jurupa Valley Boxing Club is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301;
2. Approve the Revenue Lease between the County of Riverside and the Regional Park and Open-Space District (District) for the Jurupa Valley Boxing Club and authorize the Chairman of the Board to execute the Lease Agreement on behalf of the District;
3. Authorize the District's General Manager or designee to execute and take all actions necessary to implement the Revenue Lease Agreement including signing subsequent, necessary related documents to complete this transaction; and

BACKGROUND:

<Continued on Page 2>

2016-012D

[Signature]
SCOTT BANGLE
Director / General Manager

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 1	\$ 0	\$ 1	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Fund 25420 Dept ID 931182				Budget Adjustment: No	
				For Fiscal Year: 2015-16	

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*

Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

A-30 ☐ Positions Added ☐
4/5 Vote ☐ Change Order ☐

Prev. Agn. Ref.: M.O. 13.1 9/29/09

District: 2

Agenda Number:

13-2D

**SUBMITTAL TO THE BOARD OF DIRECTORS, REGIONAL PARK AND OPEN-SPACE DISTRICT,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FORM 11: Revenue Lease between the County of Riverside and the Regional Park and Open-Space District for Jurupa Valley Boxing Club; CEQA Exempt; District 2; [\$1, Fund 25420 DeptID 931182]

DATE: October 15, 2015

PAGE: 2 of 2

RECOMMENDED MOTION: (continued)

4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) workings days of approval by this Board; and
5. Direct the Clerk of the Board to return three (3) copies of the executed Agreement to the District.

Summary

The Jurupa Valley Boxing Club (JVBC) was built as part of the Board of Supervisors' redevelopment plan for the Jurupa Valley Project Area, to address urban blight and substandard economic conditions, by providing supportive services and safe recreation opportunities – especially for local youth. The District supports the purpose and goals of the JVBC, as part of the District's mission to acquire, protect, develop, manage, and interpret for the inspiration, use, and enjoyment of all people, a well-balanced system of areas of outstanding scenic, recreational, and historic importance.

The JVBC has been leased to and operated by the District since October 1, 2009. The District and the County of Riverside desire to enter into this new Lease to clarify the responsibilities of each party, especially regarding maintenance, and to facilitate the operations of the facility. The Lease is for a term of three (3) years and eight (8) months with automatic annual renewals extending the lease through June 30, 2026.

It is the goal of the District to enhance operation of the JVBC to maximize the facility's benefits to the community, as well as the facility's financial sustainability.

CEQA Information

The Agreement was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301. See attached Notice of Exemption for further details.

Impact on Citizens and Businesses

The JVBC provides a safe, healthy venue for recreation in the Jurupa Valley area. Authorizing this Lease will help to ensure JVBC's continued benefits to the community.

Financial Information

Rent is \$1 for the term of the Lease.

Attachments

Revenue Lease

CEQA Notice of Exemption



SCOTT BANGLE Parks Director/General Manager
KYLA BROWN Chief - Parks & Recreation
KEITH HERRON Chief - Resources & Planning
BRANDE HUNE Chief - Business Operations

Riverside County Regional Park and Open-Space District

NOTICE OF EXEMPTION

TO: County Clerk
County of Riverside
4080 Lemon St.
Riverside, CA 92501

FROM: Riverside County Regional
Park and Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

October 29, 2015

Project Name: Revenue Lease; County of Riverside and Riverside County Regional Park and Open-Space District; 5626 Mission Boulevard, Riverside, CA 92509

Project Number: N/A

Project Location: Jurupa Valley Boxing Club; 5626 Mission Blvd, Jurupa Valley, CA. Assessor's Parcel Numbers 181-052-004, 181-052-016, 181-052-017, and 181-052-018.

Description of Project: The project is a Lease Agreement between the Riverside County Regional Park and Open-Space District (DISTRICT) and the County of Riverside for the Jurupa Valley Boxing Club Facility.

Name of Public Agency Approving Project: Riverside County Regional Park & Open-Space District

Name of Person or Agency Carrying Out Project: Riverside County Regional Park & Open-Space District

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15301; the continued leasing of existing public facilities where the project involves no expansion of an existing use.

Reason(s) Why Project is Exempt: The project is exempt from the provisions of CEQA under State CEQA Guidelines Section 15301 because the project consists solely of a continuation of a lease agreement related to an existing public facility where there will be no expansion of the structure or use.

Signed:  Date: 10-21-15

(Marc Brewer, Senior Planner)



SCOTT BANGLE Parks Director/General Manager
KYLE BROWN Chief - Parks & Recreation
KEITH HERRON Chief - Resources & Planning
BRANDE HUNE Chief - Business Operations

Riverside County
Regional Park and Open-Space District

MEMORANDUM

DATE: October 21 2015
TO: Mary Ann Meyer
FROM: Jeanne McLeod, Contracts and Grants Analyst
RE: Accounting String for Internal Charges

Please utilize the accounting string below to charge the Park District for any administrative expenses in connection with the attached request:

<u>FUND</u>	<u>DEPTID</u>	<u>ACCOUNT</u>	<u>PROJECT</u>
25420	931182	536780	

Please provide a copy of the posted journal via email to Parks-Finance@rivcoparks.org

If you have any questions or experience any difficulties in using the above accounting string, please do not hesitate to contact me.

Thanks!

A handwritten signature in blue ink, appearing to read "Jeanne McLeod".

Jeanne McLeod

Contracts and Grants Analyst

1 **REVENUE LEASE**

2 County of Riverside and

3 Riverside County Regional Park & Open-Space District

4 5626 Mission Boulevard, Jurupa Valley, CA 92509

5
6 This Revenue Lease ("Lease") is entered into as of _____ by and
7 between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California
8 ("Lessor" or "County"), and **RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE**
9 **DISTRICT**, a park and open-space district, hereinafter referred to as ("District" or
10 "Lessee"). County and District are hereinafter collectively referred to as the "Parties" or
11 individually as a "Party."

12 In consideration of mutual covenants and other good and valuable
13 consideration, the parties do hereby agree as follows:

14 **1. Description.** The Leased Premises, known as the Jurupa Valley Boxing
15 Club, consists of one multi-purpose building of approximately 4,800 square feet located
16 at 5626 Mission Boulevard, City of Jurupa Valley, Riverside County, California, with
17 Assessor's Parcel Numbers 181-052-004 and 181-052-016, and vacant land to be
18 used as a parking lot with Assessor's Parcel Numbers 181-052-017 and 181-052-018
19 as depicted on Exhibit "A," attached hereto and incorporated herein by reference.

20 **2. Use.**

21 (a) The Leased Premises are leased to District for the purpose of
22 operating a recreation facility for the benefit of the community members of Jurupa
23 Valley and the citizens of Riverside County - specifically, at minimum, providing training
24 for local youth in the art and technique of boxing and for conducting quarterly boxing
25 matches.

26 (b) District may provide additional services or modify the implementation
27 of their programs to ensure that the needs of the community are met.

28 (c) The Leased Premises shall, at a minimum, be open to the public

1 Monday through Thursday from 4:00 p.m. to 7:30 p.m., excepting closures at the
2 discretion of the Site Supervisor or District Management for emergencies or County
3 Holidays. As permitted by law, the Leased Premises may be open mornings, Fridays,
4 weekends, or holidays.

5 (d) District shall have the exclusive use of the Leased Premises.

6 **3. Term.** This Lease shall be for a period of three (3) years and eight (8)
7 months commencing November 1, 2015 and terminating June 30, 2019. After initial
8 term, lease will automatically renew annually for up to seven (7) additional years unless
9 written notice to terminate is provided by either party prior to June 30 of any given year.
10 Any holding over by District at the expiration of said term shall be deemed a month-to-
11 month tenancy upon the same terms and conditions of this Lease.

12 **4. Rent.** District shall pay the sum of \$1.00 to County as rent for the
13 Leased Premises for the term of the Lease.

14 **5. On-Site Improvements by District.**

15 (a) Any alterations, improvements, or installation of fixtures to be
16 undertaken by District shall have the prior written consent of County after District has
17 submitted proposed plans for such alterations, improvements or fixtures to County in
18 writing.

19 (b) All alterations and improvements to be made, and fixtures
20 installed, or caused to be made and installed, by District shall become the property of
21 County with the exception of trade fixtures as such term is used in section 1019 of the
22 California Civil Code. At or prior to the expiration of this Lease, District may remove
23 such trade fixtures; provided, however, that such removal does not cause injury or
24 damage to the Leased Premises, or in the event it does, District shall restore the
25 premises to their original shape and condition as nearly as practicable. In the event
26 such trade fixtures are not removed, County may, at its election, either: (1) remove and
27 store such fixtures and restore the premises for the account of District, and in such
28 event, District shall within thirty (30) days after billing and accounting therefore

1 reimburse County for the costs so incurred, or (2) take and hold such fixtures as its
2 sole property.

3 **6. Signs.** District shall not erect, maintain or display any signs or other
4 forms of advertising upon the Leased Premises for non-District or non-County events,
5 programs, or services, without first obtaining the written approval of County, which
6 approval shall not be unreasonably withheld.

7 **7. Utilities.** District shall pay all costs for all utilities services used in
8 connection with the operation of the Leased Premises throughout the term of the
9 Lease.

10 **8. Maintenance.**

11 (a) District shall reimburse the County all reasonable costs up to
12 \$2,500 per year to maintain the Leased Premises including, but not limited to air-
13 conditioning equipment, heating equipment, plumbing, electrical wiring and fixtures,
14 windows and structural parts in good working condition and repair, and in compliance
15 with federal, state, and local laws, ordinances, rules and regulations relating to fire,
16 health and safety, and to fully maintain the exterior and interior of the Leased
17 Premises. District shall pay all cost to maintain the security film on windows should
18 they be vandalized or damaged in any way. District shall pay all cost to maintain the
19 Leased Premises' landscaping and irrigation in good clean and healthy condition. Any
20 dead or dying plants, turf or trees shall be replaced in timely fashion.

21 (b) District shall be responsible for providing routine monitoring and
22 maintenance of the fire alarm system and fire extinguishers.

23 **9. Custodial Services.** District shall provide, or cause to be provided, and
24 pay for all custodial services in connection with the Leased Premises. The Leased
25 Premises shall be cleaned no less than once per week.

26 **10. Inspection of Premises.** County, through its duly authorized agents,
27 shall have the right to enter the Leased Premises during regular business hours for the
28 purpose of inspecting, monitoring, and evaluating the obligations of District hereunder

1 and for the purpose of doing any and all things which it is obligated and has a right to
2 do under this Lease.

3 **11. Quiet Enjoyment.** District shall have, hold and quietly enjoy the use of
4 the Leased Premises so long as it shall fully and faithfully perform the terms and
5 conditions that it is required to do under this Lease.

6 **12. Compliance with Government Regulations.** District shall, at District's
7 sole cost and expense, comply with the requirements of all local, state and federal
8 statutes, regulations, rules, ordinances and orders now in force or which may be
9 hereafter in force, pertaining to the Leased Premises. Any final judgment, decree or
10 order of any court of competent jurisdiction, or the admission of District in any action or
11 proceedings against District that District has violated any such statutes, regulations,
12 rules, ordinances or orders in the use of the Leased Premises, shall be conclusive of
13 that fact as between County and District.

14 **13. Nondiscrimination.** District shall not discriminate in the provision of
15 services, allocation of benefits, accommodation in facilities, or employment of
16 personnel on the basis of ethnic group identification, race, religious creed, color,
17 national origin, ancestry, physical handicap, medical condition, marital status or sex in
18 the performance of this Lease, and, to the extent they shall be found to be applicable
19 hereto, shall comply with the provisions of the California Fair Employment Practices
20 Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of
21 1964 (P.L. 88-352), and the Americans with Disabilities Act of 1990 (42 U.S.C. §1210
22 et seq.).

23 **14. Default.**

24 (a) District shall be in default if the Leased Premises is used for any
25 purpose other than that authorized in the Lease, fails to maintain the Leased Premises
26 or the improvements in the manner provided for in the Lease, fails to pay any
27 installment of rent or other sum when due as provided for in the Lease, fails to comply
28 with or perform any other covenant, condition, provision or restriction provided for in

1 the Lease, abandons the Leased Premises, allows the Leased Premises to be
2 attached, levied upon, or seized under legal process; or, if the District files or commits
3 an act of bankruptcy, has a receiver or liquidator appointed to take possession of the
4 Leased Premises, or commits or permits waste on the Leased Premises, then the
5 District shall be deemed in default under the terms of the Lease (collectively referred
6 to as a "Default").

7 (b) In case of Default, County shall provide a thirty (30) day written
8 notice to District to remedy any and all defaults. The District shall cure the noticed
9 default(s) within thirty (30) days of receipt of a written notice by County. In the event
10 that any default is of such a nature that the same cannot reasonably be cured within
11 the thirty (30) day period described above, then the cure period shall be extended by
12 such further reasonable period (not to exceed an additional 90 days) so long as District
13 commences the cure within the thirty (30) day period described above and thereafter
14 diligently prosecutes the cure to completion. In the event that District fails to cure the
15 noticed default within the time periods described above, County shall have the right to
16 terminate this Lease and retake possession of the Leased Premises together with all
17 additions, alterations, and improvements thereto. County shall also retain all rights to
18 seek any and all remedies at law or in equity.

19 **15. Termination by County.** Notwithstanding the provisions of Default, County
20 shall have the right to immediately terminate this Lease for the following:

21 (a) In the event a petition is filled for voluntary or involuntary
22 bankruptcy for the adjudication of District as debtors.

23 (b) In the event that District makes a general assignment, or District's
24 interest hereunder is assigned involuntarily or by operation of law, for the benefit of
25 creditors.

26 (c) In the event of abandonment of the Leased Premises by District.

27 **16. Insurance.**

28 Without limiting or diminishing the DISTRICT'S obligation to indemnify or hold

1 the COUNTY harmless, DISTRICT shall procure and maintain or cause to be
2 maintained, at its sole cost and expense, the following insurance coverage's during the
3 term of this Agreement. As respects to the insurance section only, the COUNTY herein
4 refers to the County of Riverside, its Agencies, Districts, Special Districts, and
5 Departments, their respective directors, officers, Board of Supervisors, employees,
6 elected or appointed officials, agents or representatives as Additional Insureds.

7 (a) Workers' Compensation:

8 If the DISTRICT has employees as defined by the State of California, the
9 DISTRICT shall maintain statutory Workers' Compensation Insurance (Coverage A) as
10 prescribed by the laws of the State of California. Policy shall include Employers'
11 Liability (Coverage B) including Occupational Disease with limits not less than
12 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation
13 in favor of The County of Riverside.

14 (b) Commercial General Liability:

15 Commercial General Liability insurance coverage, including but not limited to,
16 premises liability, unmodified contractual liability, products and completed operations
17 liability, personal and advertising injury, and cross liability coverage, covering claims
18 which may arise from or out of DISTRICT'S performance of its obligations hereunder.
19 Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not
20 be less than \$1,000,000 per occurrence combined single limit. If such insurance
21 contains a general aggregate limit, it shall apply separately to this agreement or be no
22 less than two (2) times the occurrence limit.

23 (c) Vehicle Liability:

24 If vehicles or mobile equipment are used in the performance of the
25 obligations under this Agreement, then DISTRICT shall maintain liability insurance for
26 all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000
27 per occurrence combined single limit. If such insurance contains a general aggregate
28 limit, it shall apply separately to this agreement or be no less than two (2) times the

1 occurrence limit. Policy shall name the COUNTY as Additional Insureds.

2 (d) General Insurance Provisions - All lines:

3 1) Any insurance carrier providing insurance coverage hereunder
4 shall be admitted to the State of California and have an A M BEST rating of not less
5 than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk
6 Manager. If the County's Risk Manager waives a requirement for a particular insurer
7 such waiver is only valid for that specific insurer and only for one policy term.

8 2) The DISTRICT must declare its insurance self-insured retention
9 for each coverage required herein. If any such self-insured retention exceeds \$500,000
10 per occurrence each such retention shall have the prior written consent of the County
11 Risk Manager before the commencement of operations under this Agreement. Upon
12 notification of self-insured retention unacceptable to the COUNTY, and at the election
13 of the County's Risk Manager, DISTRICT'S carriers shall either; 1) reduce or eliminate
14 such self-insured retention as respects this Agreement with the COUNTY, or 2)
15 procure a bond which guarantees payment of losses and related investigations, claims
16 administration, and defense costs and expenses.

17 3) DISTRICT shall cause DISTRICT'S insurance carrier(s) to furnish
18 the County of Riverside with either 1) a properly executed original Certificate(s) of
19 Insurance and certified original copies of Endorsements effecting coverage as required
20 herein, and 2) if requested to do so orally or in writing by the County Risk Manager,
21 provide original Certified copies of policies including all Endorsements and all
22 attachments thereto, showing such insurance is in full force and effect. Further, said
23 Certificate(s) and policies of insurance shall contain the covenant of the insurance
24 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside
25 prior to any material modification, cancellation, expiration or reduction in coverage of
26 such insurance. In the event of a material modification, cancellation, expiration, or
27 reduction in coverage, this Agreement shall terminate forthwith, unless the County of
28 Riverside receives, prior to such effective date, another properly executed original

1 Certificate of Insurance and original copies of endorsements or certified original
2 policies, including all endorsements and attachments thereto evidencing coverage's set
3 forth herein and the insurance required herein is in full force and effect. DISTRICT *shall*
4 *not commence operations until the COUNTY has been furnished original Certificate(s)*
5 *of Insurance and certified original copies of endorsements and if requested, certified*
6 *original policies of insurance including all endorsements and any and all other*
7 *attachments as required in this Section. An individual authorized by the insurance*
8 *carrier to do so on its behalf shall sign the original endorsements for each policy and*
9 *the Certificate of Insurance.*

10 4) It is understood and agreed to by the parties hereto that the
11 DISTRICT'S insurance shall be construed as primary insurance, and the COUNTY'S
12 insurance and/or deductibles and/or self-insured retention's or self-insured programs
13 shall not be construed as contributory.

14 5) If, during the term of this Agreement or any extension thereof,
15 there is a material change in the scope of services; or, there is a material change in the
16 equipment to be used in the performance of the scope of work; or, the term of this
17 Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY
18 reserves the right to adjust the types of insurance and the monetary limits of liability
19 required under this Agreement, if in the County Risk Manager's reasonable judgment,
20 the amount or type of insurance carried by the DISTRICT has become inadequate.

21 6) DISTRICT shall pass down the insurance obligations contained
22 herein to all tiers of subcontractors working under this Agreement.

23 7) The insurance requirements contained in this Agreement may be
24 met with a program(s) of self-insurance acceptable to the COUNTY.

25 8) DISTRICT agrees to notify COUNTY of any claim by a third party
26 or any incident or event that may give rise to a claim arising from the performance of
27 this Agreement.

28 **17. Assignment & Subleases.** District cannot assign, sublet, mortgage,

1 hypothecate or otherwise transfer in any manner any of its rights, duties or obligations
2 hereunder to any person or entity without the prior written consent of County being first
3 obtained, which consent shall not be unreasonably withheld, delayed, or denied by the
4 County. In the event of any such transfer, as provided in this Section, District expressly
5 understands and agrees that it shall remain liable with respect to any and all of the
6 obligations and duties contained in this Lease, unless the parties otherwise agree in
7 writing to release the District.

8 **18. Indemnification.** District shall indemnify and hold harmless the County of
9 Riverside, its agencies, districts, special districts and departments, their respective
10 directors, officers, Board of Supervisors, elected and appointed officials, employees,
11 agents and representatives ("County Parties") from any liability whatsoever, based or
12 asserted upon any act or omission of District, its officers, employees, subcontractors,
13 agents or representatives arising out of or in any way relating to or in any way
14 connected with the leased premises or this Lease, including but not limited to property
15 damage, bodily injury, or death or any other element of any kind or nature whatsoever.
16 District shall defend, at its sole expense, all costs and fees including, but not limited, to
17 attorney fees, cost of investigation, defense and settlements or awards, County Parties
18 in any claim or action based upon such alleged acts or omissions.

19 With respect to any action or claim subject to indemnification herein by District,
20 District shall, at their sole cost, have the right to use counsel of their own choice and
21 shall have the right to adjust, settle, or compromise any such action or claim without
22 the prior consent of County; provided, however, that any such adjustment, settlement
23 or compromise in no manner whatsoever limits or circumscribes District's
24 indemnification to County as set forth herein.

25 District's obligation hereunder shall be satisfied when District has provided to
26 County the appropriate form of dismissal relieving County from any liability for the
27 action or claim involved.

28 The specified insurance limits required in this Agreement shall in no way limit or

1 circumscribe District's obligations to indemnify and hold harmless the County herein
2 from third party claims.

3 In the event there is conflict between this clause and California Civil Code
4 section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
5 interpretation shall not relieve the District from indemnifying the County to the fullest
6 extent allowed by law.

7 **19. Survival of Indemnification.** The paragraphs of this Section shall survive
8 the expiration or earlier termination of this Lease until all claims against County Parties
9 involving any of the indemnified matters are barred by the applicable statutes of
10 limitations.

11 **20. Toxic Materials.** During the term of the Lease and any extensions thereof,
12 District shall not violate any federal, state or local law, ordinance or regulation, relating
13 to industrial hygiene or to the environmental condition on, under or about the Leased
14 Premises, including, but not limited to, soil and groundwater conditions. Further,
15 District, its successors, assigns and sublessees, shall not use, generate, manufacture,
16 produce, store or dispose of on, under or about the Leased Premises or transport to or
17 from the Leased Premises any flammable explosives, asbestos, radioactive materials,
18 hazardous wastes, toxic substances or related injurious materials, whether injurious by
19 themselves or in combination with other materials (collectively, "hazardous
20 substances," "hazardous materials" or "toxic substances") in the Comprehensive
21 Environmental Response, Compensation and Liability Act of 1980, as amended, 42
22 U.S.C. section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C.
23 section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. section
24 6901, et seq; and those substances defined as "Hazardous Wastes" in section 25117
25 of the California Health and Safety Code or as "Hazardous Substances" in section
26 25316 of the California Health and Safety Code; and in the regulations adopted in
27 publications promulgated pursuant to said laws.

28 **21. Free From Liens.** District shall pay, when due, all sums of money that may

1 become due for any labor, services, material, supplies, or equipment, alleged to have
2 been furnished or to be furnished to District, in, upon, or about the Leased Premises,
3 and which may be secured by a mechanics', materialman's or other lien against the
4 Leased Premises or County's interest therein, and will cause each such lien to be fully
5 discharged and released at the time the performance of any obligation secured by such
6 lien matures or becomes due; provided, however, that if District desires to contest any
7 such lien, it may do so, but notwithstanding any such contest, if such lien shall be
8 reduced to final enforcement thereof is not promptly stayed, or if so stayed, and said
9 stay thereafter expires, then and in such event, District shall forthwith pay and
10 discharge said judgment.

11 **22. Employees and Agents of District.** It is understood and agreed that all
12 persons hired or engaged by District shall be considered to be employees or agents
13 only of District and not of County.

14 **23. Binding of Successors.** The terms and conditions contained in this Lease
15 shall apply to and bind the assigns or successors-in-interest of the party to make the
16 assignment or transfer.

17 **24. Waiver of Performance.** No waiver by County at any time of any of the
18 terms and conditions of this Lease shall be deemed or construed as a waiver at any
19 time thereafter of the same or of any other terms or conditions contained herein or of
20 the strict and timely performance of such terms and conditions.

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

24 **26. Governing Law; Venue.** This Agreement shall be governed by and
25 construed in accordance with the laws of the State of California. The County and
26 District agree that this Agreement has been entered into at Riverside, California, and
27 that any legal action related to the interpretation or performance of the Agreement shall
28 be filed in the Superior Court for the State of California in Riverside, and the parties

1 hereby waive all provisions of law providing for a change of venue in such proceedings
2 to any other county.

3 **27. Notices.** Any notice shall be addressed to the respective parties as set
4 forth below:

5 **County's Notification Address:**

District's Notification Address

6 County of Riverside
7 Economic Development Agency
8 Real Estate Division
9 3403 Tenth St., Suite 500
10 Riverside, California 92501
11 Attention: Deputy Director of Real Estate

Brande Hune, Chief of Operations
Riverside County Regional
Park & Open-Space District
4600 Crestmore Rd
Jurupa Valley, CA 92509
951-955-4398/951-955-4305

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

14 **28. Amendments.** This Lease shall not be modified unless mutually agreed
15 upon in writing by the County and the District and shall be incorporated in executed
16 amendments to this Lease.

17 **29. No Third Party Beneficiaries.** This Lease is made and entered into for the
18 sole protection and benefit of the parties hereto. No other person or entity shall have
19 any right of action based upon the provisions of this Lease.

20 **30. Permits, Licenses and Taxes.** District shall secure and maintain, at its
21 expense, all necessary permits and licenses as it may be required to obtain and/or
22 hold, and District shall pay for all fees and taxes levied or required by any authorized
23 public entity, if applicable.

24 **31. County's Representative.** County hereby appoints the Assistant County
25 Executive Officer of the Economic Development Agency as its authorized
26 representatives to administer this Lease.

27 **32. Entire Lease.** This Lease is intended by the parties hereto as a final
28 expression of their understanding with respect to the subject matter hereof and as a

1 complete and exclusive statement of the terms and conditions thereof and supersedes
2 any and all prior and contemporaneous leases, agreements and understandings, oral
3 or written, in connection therewith. The Lease may be changed or modified only upon
4 the written consent of the parties hereto.

5 **33. Authority to Execute.** The persons executing this Lease on behalf of the
6 parties to this Lease hereby warrant and represent that they have the authority to
7 execute this Lease and warrant and represent that they have the authority to bind the
8 respective parties to this Lease and to the performance of its obligations hereunder.

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1 **34. Approval.** Anything to the contrary notwithstanding, this Lease shall not be
2 binding or effective until its approval and execution by the Assistant County Executive
3 Officer/EDA and the authorized delegate for the District.

4 IN WITNESS WHEREOF, COUNTY and DISTRICT have executed this Lease
5 on this day _____ of _____, 2015.

7 **COUNTY (LESSOR):**

DISTRICT (LESSEE):

8 **COUNTY OF RIVERSIDE**

**RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT**

10
11 By: 
12 Robert Field
13 Assistant County Executive Officer/EDA

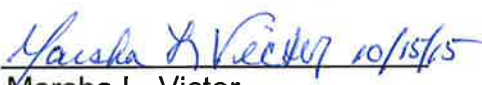
By: _____
Marion Ashley
Chairman, Board of Directors

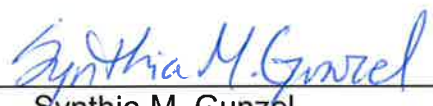
15 **APPROVED AS TO FORM:**

16 Gregory P. Priamos
17 County Counsel

APPROVED AS TO FORM:

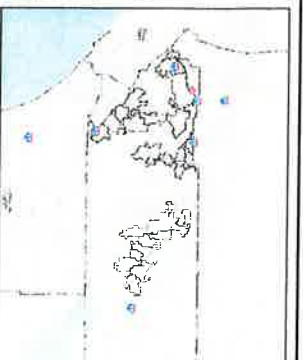
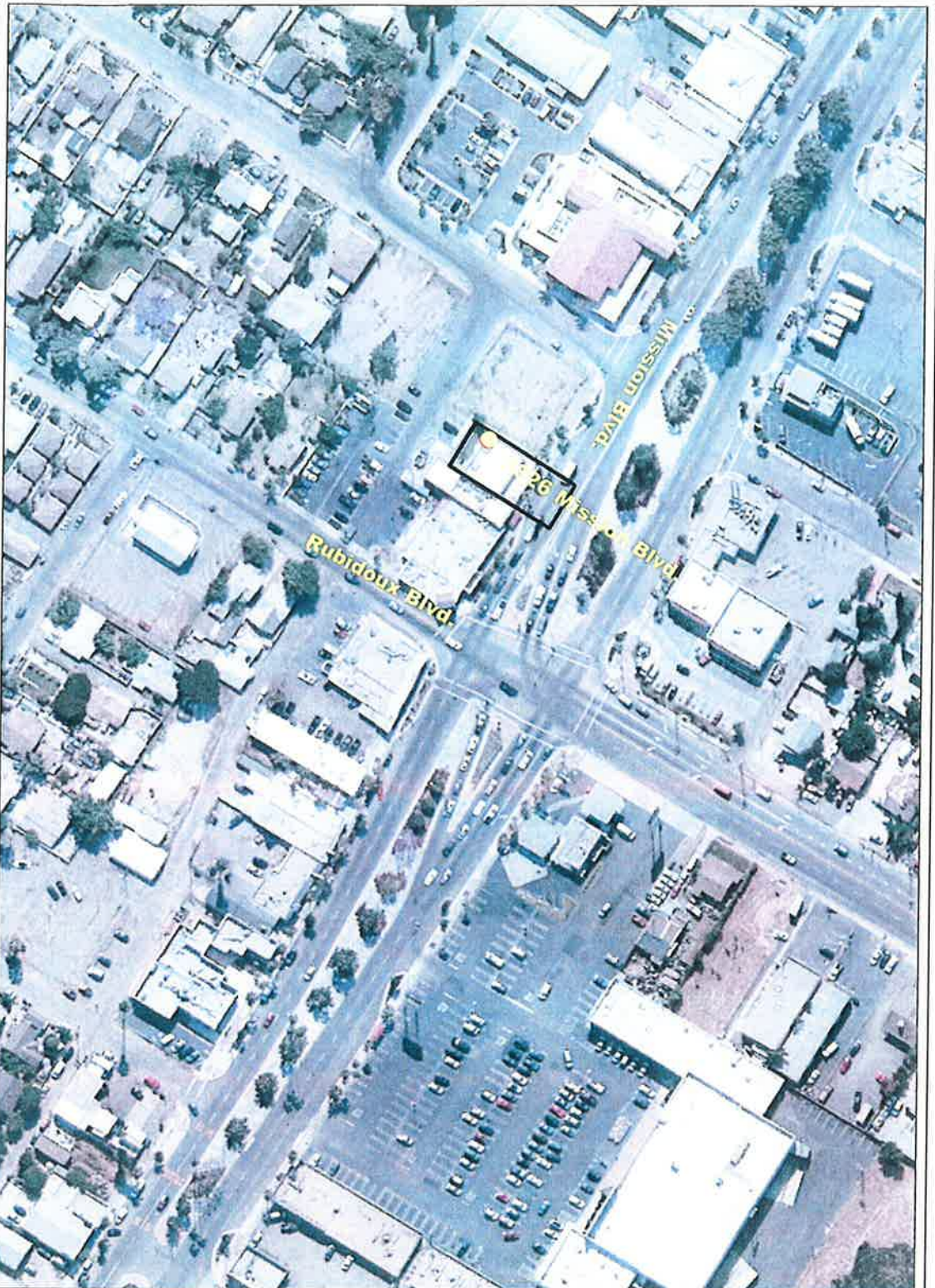
Gregory P. Priamos
County Counsel

18
19 By: 
20 Marsha L. Victor
Principal Deputy County Counsel

By: 
Synthia M. Gunzel
Deputy County Counsel

Jurupa Valley Boxing Club - Revenue Lease

County of Riverside and Riverside County Regional Park & Open-Space District



Legend

IMPORTANT: Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

Notes

5626 Mission Inn Blvd., Riverside, CA 92509



0

188

375 Feet



REPORT PRINTED ON: 8/10/2015 11:03:00 AM

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