

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

517



SUBMITTAL DATE:
October 21, 2010

FROM: Economic Development Agency

SUBJECT: Revenue Lease – Department of Mental Health, Indio

RECOMMENDED MOTION: That the Board of Supervisors:

Ratify the attached Revenue Lease and authorize the Chairman to execute the same on behalf of the County.

BACKGROUND:

The Department of Mental Health (DOMH) has operated a residential treatment program in the county-owned building located at 47-915 Oasis Street, Indio, since 1997. DOMH desires to enter into an agreement with Anka Behavioral Health, Inc., to occupy a portion of the building and provide services to adults experiencing emotional and/or behavioral issues.

(continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA

Current F.Y. Total Cost:	(\$137,298)	In Current Year Budget:	N/A
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: Revenue Lease

Positions To Be Deleted Per A-30
Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Stone 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: November 2, 2010
xc: EDA, Mental Health, Auditor, CIP

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Prev. Agn. Ref.:

District: 4

Agenda Number:

3.11

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Maria T. Mabey, Asst. Director
 Riverside Co Dept of Mental Health

FORM APPROVED COUNTY COUNSEL
 BY: Cynthia M. Gunzel, County Counsel
 DEPARTMENTAL CONCURRENCE
 REVIEWED BY: DATE

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

BACKGROUND: (Continued)

The revenue lease is summarized as follows:

Location: 47-915 Oasis Street
Indio, CA 92201

Lessee: Anka Behavioral Health, Inc.
1850 Gateway Boulevard, Suite 900
Concord, CA 94520

Size: Approximately 7,518 square feet.

Term: Five (5) years, commencing upon completion of building modifications and ending June 30, 2015.

Rent: \$22,883.16 to be paid monthly to County.

The attached Revenue Lease has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

DOMH has contracted with Anka Behavioral Health, Inc., to provide services in this facility relative to Mental Health's residential program. Through the lease, the DOMH will receive rent revenue from lessee for use of the facility. The rent will be applied to the actual operating cost of the facility. Thus, no net county cost will be incurred as a result of this transaction.

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**LEASE
(COUNTY OF RIVERSIDE AND
ANKA BEHAVIORAL HEALTH, INC.,
47-915 Oasis Street, Indio, California)**

The **COUNTY OF RIVERSIDE**, herein called County, leases to **ANKA BEHAVIORAL HEALTH, INC.**, a California corporation, herein called Lessee, the property described below upon the following terms and conditions:

1. Recitals.

(a) County, through Department of Mental Health, conducts a residential treatment program which includes services to adults who are experiencing serious emotional and/or behavioral problems.

(b) Lessee desires to lease County's building and grounds situated at 47-915 Oasis Street, Indio, California, for the purpose of providing certain services relative to County's residential program.

(c) Pursuant to Section 26227 of the Government Code, the County Board of Supervisors deems that the services to be provided by Lessee are necessary to meet the social needs of the residents of County as such services relate to the needs of mentally handicapped persons and is willing to contribute thereto by leasing said building and grounds to Lessee.

2. Description. The premises leased hereby consists of approximately seven thousand five hundred eighteen (7,518) square feet located at 47-915 Oasis Street, Indio, California, and consist of a building and grounds as more particularly shown on Exhibit "A", attached hereto, and by this reference made a part of this lease.

3. Use.

(a) The premises are leased hereby for the purpose of providing services in support of County's Department of Mental Health residential treatment program as it relates to adults experiencing emotional and/or behavioral problems.

(b) The leased premises shall not be used for any other purpose without first obtaining the written consent of County, which consent shall not be unreasonably withheld.

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

4. Term. This lease shall be for a period commencing upon substantial completion of tenant improvements, or when services to clients can commence, whichever occurs first, and expiring on June 30, 2015. Lease may thereafter be renewed for one (1) year, subject to the availability of funds and adherence of the lease terms and conditions.

5. Operating Cost. Lessee shall pay the sum of \$22,883.16 to the Department of Mental Health commencing upon substantial completion of tenant improvements or the date that services to clients can commence, whichever occurs first, as

1 stated in Paragraph 4, herein. Mental Health shall apply the monthly payments of \$22,883.16
2 to the actual operating cost of the facility.

3 6. On-Site Improvements by Lessee.

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

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

18 7. Signs. Lessee shall not erect, maintain or display any signs or other
19 forms of advertising upon the leased premises without first obtaining the written approval of
20 County, which approval shall not be unreasonably withheld.

21 8. Equipment and Furnishings.

22 (a) County shall provide Lessee with equipment and furnishings,
23 and said equipment and furnishing shall remain within the leased premises. All such
24 equipment and furnishings shall be labeled with a Mental Health Tag Number.

25 (b) An inventory of equipment and furnishings shall be updated by
Lessee quarterly as necessary to add or delete inventory items as required through the
Department of Mental Health contract for the provision of services with Lessee at 47-915
Oasis Street, Indio, California. Any such revised exhibits shall be forwarded to the Department
of Mental Health and attached to the contract for the provision of services.

(c) Lessee, at its expense, shall be responsible for maintaining said
equipment and furnishings in good working condition and repair if the value is fewer than One
Thousand Dollars (\$1,000). Such equipment and furnishings shall remain the property of the
County, including all title and legal ownership rights.

(d) Equipment or furnishings with a value in excess of One
Thousand Dollars (\$1,000) replaced by the County and deemed integral to the provision of
services, will remain the property of the County, including all title and legal ownership rights.

(e) Any new items added to the inventory quarterly shall only be
purchased with the expressed written approval of the Department of Mental Health Manager
and must be an item essential or integral to the provision of services. New equipment and

1 furnishings, essential or integral to the provision of services, shall be purchased by Lessee,
2 utilizing purchasing agency procedures requiring competitive bids, if the value of the item is
3 less than One Thousand Dollars (\$1,000) and by County in excess of One Thousand Dollars
4 (\$1,000) in value. All such new equipment and furnishings shall be labeled with a Mental
5 Health Tag Number and remain the property of the County including all title and legal
6 ownership rights.

7 (f) Repaired, replaced or new essential or integral equipment and
8 furnishings purchased by Lessee and approved by the Department of Mental Health Manager
9 shall be deemed an actual claimed program cost when filing annual cost reports as required
10 under the contract for the provision of services. However, allowable and non-allowable cost
11 information requirements can be found in the Center for Medicare and Medicaid Services
12 (CMS) Publication 15, Provider Reimbursement Manual (PRM) Parts I & II. It shall be Anka
13 Behavioral Health, Inc.'s responsibility to ensure compliance with these requirements.

14 (g) The County shall dispose of any equipment and furnishings
15 deemed by Department of Mental Health Regional Manager to be beyond economical repair.

16 9. Security. Lessee shall assume responsibility for the closed circuit
17 cameras and video/equipment used in the surveillance of the leased premises, if any.

18 10. Utilities.

19 (a) County shall provide and pay for all utilities.

20 (b) Lessee shall provide and pay for all telephone services.

21 11. Maintenance.

22 (a) County shall be responsible for all interior maintenance of the
23 leased premises, including, but not limited to, weekly changing of the air conditioning filters.

24 (b) County shall be responsible for maintaining the exterior and
25 grounds of the leased premises as shown on Exhibit "B". Responsibilities include lawn
mowing, weeding, trimming of trees and shrubbery.

(c) County shall be responsible for providing monitoring and
maintenance of the fire alarm system and fire extinguishers.

(d) County shall maintain the mechanical room and other major
equipment connected to this facility. Lessee shall provide an escort to the County
maintenance person or persons for this service.

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

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

3 13. Inspection of Premises. County, through its duly authorized agents,
4 shall have the right to enter the leased premises for the purpose of inspecting, monitoring, and
evaluating the obligations of Lessee hereunder and for the purpose of doing any and all things
5 which it is obligated and has a right to do under this lease.

6 14. Quiet Enjoyment. Lessee shall have, hold and quietly enjoy the use of
the leased premises so long as it shall fully and faithfully perform the terms and conditions that
7 it is required to do under this lease.

8 15. Compliance with Government Regulations. Lessee shall, at Lessee's
sole cost and expense, comply with the requirements of all local, state and federal statutes,
9 regulations, rules, ordinances and orders now in force or which may be hereafter in force,
pertaining to the leased premises. The final judgment, decree or order of any court of
10 competent jurisdiction, or the admission of Lessee in any action or proceedings against
Lessee, whether Lessee be a party thereto or not, that Lessee has violated any such statutes,
11 regulations, rules, ordinances or orders, in the use of the leased premises, shall be conclusive
of that fact as between County and Lessee.

12 16. Termination by County. County shall have the right to terminate this
13 lease forthwith:

14 (a) In the event a petition is filed for voluntary or involuntary
bankruptcy for the adjudication of Lessee as debtors.

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

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

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

20 (e) In the event Lessee's license(s) with the State of California to
21 provide the services set forth in Paragraph 3(a) herein are/is terminated or expires.

22 (f) Upon thirty (30) days written notice served upon the Lessee, if
sufficient funds are not available for continuance of the service.

23 (g) Without cause upon sixty (60) days written notice served upon
24 the Lessee.

25 (h) County may terminate this lease immediately if, in the opinion of
the Director of Mental Health, Lessee fails to provide for the health and safety of patients in

1 this facility under the Service Contract between the Department of Mental Health and Lessee.
2 County may proceed with services in any manner deemed proper to County.

3 17. Termination by Lessee. Lessee shall have the right to terminate this
4 lease:

5 (a) In the event County fails to perform, keep or observe any of its
6 duties or obligations hereunder; provided, however, that County shall have thirty (30) days in
7 which to correct its breach or default after written notice thereof has been served on it by
8 Lessee; provided, further, however, that in the event such breach or default is not corrected,
9 Lessee may elect to terminate this lease in its entirety or as to any portion of the premises
10 affected thereby, and such election shall be given by an additional fifteen (15) days written
11 notice to County.

12 (b) Without cause upon sixty (60) days written notice served upon
13 the County.

14 18. Insurance. Lessee shall during the term of this lease procure at its sole
15 cost and expense and keep in full force and effect from the commencement date of this lease
16 continuing until the end of the term of the lease the following insurance provisions:

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

19 (b) Comprehensive General Liability. Procure and maintain
20 Comprehensive Broad Form General Liability insurance coverage that shall protect Lessee
21 from claims, including, but not limited to, damages for premises liability, contractual liability,
22 personal and advertising injury (broad form) which may arise from or out of Lessee's
23 operation, use and management of the leased premises and grounds or the performance of its
24 obligations hereunder, whether such operations, use, or performance be by Lessee, by any
25 subcontractor, vendor, or by anyone employed directly or indirectly by either of them or
volunteers serving either of them. Such insurance shall name County of Riverside, its
Directors, Officers, Special District, Board of Supervisors, employees, agents or
representatives as additional insured with respect to this lease and the obligations hereunder
with limits of not less than One Million Dollars (\$1,000,000) per occurrence combined single
limit. Policy shall provide for Five Thousand Dollars (\$5,000) in medical payments coverage
per occurrence, and fire legal liability in an amount not less than Fifty Thousand Dollars
(\$50,000) per occurrence.

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

(d) All Risk Real and Personal Property.

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

(2) The leased premises will continue to remain insured by
the County Boiler and Machinery Program. The County of Riverside shall continue to be
responsible for any and all deductibles relating to Boiler and Machinery insurance coverage.

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(e) General Insurance Provisions.

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

(2) Cause its insurance carrier(s) to furnish the County of Riverside with either: 1) properly executed original Certificate(s) of Insurance and certified original copies of endorsements effecting coverage as required herein; or 2) if requested to do so, in writing, by County Risk Manager, provide original certified copies of policies including all endorsements and any and all attachments thereto, showing that such insurance is in full force and effect, and County of Riverside, its Directors, Officers, Special Districts, Board of Supervisors, elected officials, employees, agents or representatives are named as additional insureds with respect to this lease and the obligations of Lessee hereunder. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any modification, cancellation, expiration or reduction in coverage and on the effective date thereof, this lease shall terminate forthwith, unless the County of Riverside receives prior to such effective date another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Lessee shall not take possession or otherwise use the leased premises until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

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

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

1 19. Hold Harmless.

2 (a) Lessee represents that it has inspected the leased premises,
3 accepts the condition thereof and fully assumes any and all risks incidental to the use thereof.
4 County shall not be liable to Lessee, its officers, agents, employees, subcontractors or
5 independent contractors for any personal injury or property damage suffered by them which
6 may result from hidden, latent or other dangerous conditions in, on, upon or within the leased
7 premises; provided, however, that such dangerous conditions are not caused by the sole
8 negligence of County, its officers, agents or employees.

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

22 (c) County shall indemnify and hold Lessee, its officer, agents,
23 employees and independent contractors free and harmless from any liability whatsoever,
24 based or asserted upon any act or omission of County, its officers, agents, employees,
25 subcontractors and independent contractors, for property damage, bodily injury, or death
26 (County employee included) or any other element of damage of any kind or nature, relating to
27 or in any way connected with or arising from its use and responsibilities in connection
28 therewith of the leased premises or the condition thereof, and County shall defend, at its
29 expense, including without limitation, attorney fees, expert fees and investigation expenses,
30 Lessee, its officers, agents, employees and independent contractors in any legal action based
31 upon such alleged acts or omissions. The obligations to indemnify and hold Lessee free and
32 harmless herein shall survive until any and all claims, actions and causes of action with
33 respect to any and all such alleged acts or omissions are fully and finally barred by the
34 applicable statute of limitations.

35 (d) The specified insurance limits required in Paragraph 18
36 above shall in no way limit or circumscribe Lessee's obligations to indemnify and hold County
37 free and harmless herein.

38 20. Assignment. Lessee cannot assign, sublet, mortgage, hypothecate or
39 otherwise transfer in any manner any of its rights, duties or obligations hereunder to any
40 person or entity without the written consent of County being first obtained, which consent shall
41 be in the absolute discretion of County. In the event of any such transfer, as provided in this
42 Paragraph, Lessee expressly understands and agrees that it shall remain liable with respect to
43 any and all of the obligations and duties contained in this lease.

1 21. Toxic Materials. During the term of the lease and any extensions
2 thereof, Lessee shall not violate any federal, state or local law, ordinance or regulation,
3 relating 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. Further, Lessee, its
5 successors, assigns and subleases, shall not use, generate, manufacture, produce, store or
6 dispose of on, under or about the leased premises or transport to or from the leased premises
7 any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic
8 substances or related injurious materials, whether injurious by themselves or in combination
9 with other materials (collectively, "hazardous substances", "hazardous materials" or "toxic
10 substances") in the Comprehensive Environmental Response, Compensation and Liability Act
11 of 1980, as amended, 42 U.S.C. Section 9601, et seq; the Hazardous Materials Transportation
12 Act, 49 U.S.C. Section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C.
13 Section 6901, et seq; and those substances defined as "Hazardous Wastes" in Section 25117
14 of the California Health and Safety Code or as "Hazardous Substances" in Section 25316 of
15 the California Health and Safety Code; and in the regulations adopted in publications
16 promulgated pursuant to said laws.

17 22. Free From Liens. Lessee shall pay, when due, all sums of money that
18 may become due for any labor, services, material, supplies, or equipment, alleged to have
19 been furnished or to be furnished to Lessee, in, upon, or about the leased premises, and
20 which may be secured by a mechanic's, material man's or other lien against the leased
21 premises or County's interest therein, and will cause each such lien to be fully discharged and
22 released at the time the performance of any obligation secured by such lien matures or
23 becomes due; provided, however, that if Lessee desires to contest any such lien, it may do so,
24 but notwithstanding any such contest, if such lien shall be reduced to final enforcement thereof
25 is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such
event, Lessee shall forthwith pay and discharge said judgment.

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

 24. Binding on Successors. Lessee, its assigns and successors in interest,
shall be bound by all the terms and conditions contained in this lease, and all the parties
thereto shall be jointly and severally liable hereunder.

 25. Waiver of Performance. No waiver by County at any time of any of the
terms and conditions of this lease shall be deemed or construed as a waiver at any time
thereafter of the same or of any other terms or conditions contained herein or of the strict and
timely performance of such terms and conditions.

 26. Severability. The invalidity of any provision in this lease as determined
by a court of competent jurisdiction shall in no way affect the validity of any other provision
hereof.

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

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2 28. Attorneys' Fees. In the event of any litigation or arbitration between
3 Lessee and County to enforce any of the provisions of this lease or any right of either party
4 hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful
5 party all costs and expenses, including reasonable attorneys' fees, incurred therein by the
6 successful party, all of which shall be included in and as a part of the judgment or award in
7 such litigation or arbitration.

8 29. Notices. Any notice required or desired to be served by either party
9 upon the other shall be addressed to the respective parties as set forth below:

10 County:

Information Copy To:

11 County of Riverside
12 Economic Development Agency
13 3133 Mission Inn Avenue
14 Riverside, California 92507

County of Riverside
Department of Mental Health
Post Office Box 7549
Riverside, California 92513-7549

15 Lessee:

16 Anka Behavioral Health, Inc.
17 1850 Gateway Boulevard, Suite 900
18 Concord, CA 94520
19 Attn: Chris Withrow, DCEO

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

21 30. Permits, Licenses and Taxes. Lessee shall secure and maintain, at its
22 expense, all necessary permits and licenses as it may be required to obtain and/or hold, and
23 Lessee shall pay for all fees and taxes levied or required by any authorized public entity.
24 Lessee recognizes and understands that this lease may create a possessory interest subject
25 to property taxation and that Lessee may be subject to the payment of property taxes levied on
such interest.

31. Paragraph Headings. The paragraph headings herein are for the
convenience of the parties only, and shall not be deemed to govern, limit, modify or in any
manner affect the scope, meaning or intent of the provisions or language of this lease.

32. County's Representative. County hereby appoints the Assistant County
Executive Officer of the Economic Development Agency as its authorized representative to
administer this lease.

33. Agent for Service of Process. It is expressly understood and agreed
that in the event Lessee is not a resident of the State of California or it is an association or
partnership without a member or partner resident of the State of California, or it is a foreign
corporation, then in any such event, Lessee shall file with County's Assistant County Executive
Officer of the Economic Development Agency, upon its execution hereof, a designation of a
natural person residing in the State of California, giving his or her name, residence and

1 business addresses, as its agent for the purpose of services of process in any court action
2 arising out of or based upon this lease, and the delivery to such agent of a copy of any
3 process in any such action shall constitute valid service upon Lessee. It is further expressly
4 understood and agreed that if for any reason service of such process upon such agent is not
5 feasible, then in such event Lessee may be personally served with such process out of this
6 County and that such service shall constitute valid service upon Lessee. It is further expressly
7 understood and agreed that Lessee is amenable to the process so served, submits to the
8 jurisdiction of the court so obtained and waives any and all objections and protests thereto.

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

15 35. This lease shall not be binding or consummated until its approval by the
16 County's Board of Supervisors.

17 Dated: _____

ANKA BEHAVIORAL HEALTH, INC.,
a California Corporation

18 By: Chris Withrow
Chris Withrow, DCEO

COUNTY OF RIVERSIDE

19 By: Marion Ashley
Marion Ashley, Chairman
Board of Supervisors

20 **ATTEST:**

21 Kecia Harper-Ihem
Clerk of the Board

22 By: Kecia Harper-Ihem
Deputy

23 **APPROVED AS TO FORM:**

24 Pamela J. Walls
County Counsel

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