

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



**FROM:** Supervisor Kevin Jeffries

**SUBMITTAL DATE:**

**SUBJECT:** Memorandum of Understanding between the County of Riverside and the Riverside County Regional Parks & Open Space District for Transfer of Responsibility and Operation of Community Centers, CEQA Exempt [\$0] Revenue 100%

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

1. Find that the discretionary action (execution of the agreement) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities;
2. Authorize the Chairman of the Board to Execute the Memorandum of Understanding (MOU) on behalf of the County; and
3. Delegate authority to the Assistant County Executive Officer, EDA, on behalf of the County to execute any other documents necessary to complete this transaction.

**BACKGROUND: SUMMARY**  
(Commences on Page 2)

KEVIN JEFFRIES  
1<sup>st</sup> District Supervisors

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: July 1, 2014  
xc: Supvr. Jeffries, EDA

Kecia Harper-Ihem  
Clerk of the Board

By   
Deputy

(Comp. Item 13-4D)

Prev. Agn. Ref.:

District:

Agenda Number

3-63

## **BACKGROUND: (Continued)**

### **Summary:**

On May 21, 2013, the Board of Supervisors provided direction and approved during discussion of Minute Order 3-3, County fiscal and reorganizational priorities and recommendations to contract County Service Area park operations from the County of Riverside (County) to the Regional Park and Open-Space District (District). In addition, both the County and the District desire to transfer responsibility and operation of Community Centers from the County to the Regional Park and Open Space District (District).

This Memorandum of Understanding facilitates the transfer of responsibility and operations of the listed Community Centers from the County of Riverside Economic Development Agency to the District.

Under this MOU the District will now be responsible to operate, maintain and provide management at the listed Community Center facilities. The District will also be assigned existing contracts for the Community Centers and which include community partnership contracts that provide child-care and development programs, community wellness and health education programs, senior programs and recreational outreach and all community center programming activities that were previously performed by the County of Riverside Economic Development Agency.

This transfer of the operational and management responsibilities of the community centers to the Regional Park and Open Space District seeks to provide efficiency and improve delivery and choice of services to the residents and communities that are served by these important Community Centers.

The facilities covered under this MOU are listed below:

Good Hope Community Center  
21565 Steele Peak Drive  
Perris, Ca. 92570  
1,200 square feet

Eddie D. Smith Senior Center  
5888 Mission Boulevard  
Riverside, CA 92509  
9,716 square feet

Mead Valley Community Center  
21091 Rider Street  
Perris, CA 92570  
38,000 sq. ft.

Cabazon Community Center and Child Development Center  
50390 Carmen Avenue  
Cabazon, CA 92230  
11,600 sq. ft.

Norton Younglove Community Center  
459 Center Street  
Riverside, CA 92509  
3,958 sq. ft.

Idyllwild Town Hall  
25925 Cedar Street  
Idyllwild, CA 92549  
4,000 sq. ft.

Attachment:  
Memorandum of Understanding

1                   **MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE**  
2                                   **COUNTY OF RIVERSIDE**  
3                                   **AND THE**  
4                   **RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**  
5                   **FOR THE TRANSFER OF RESPONSIBILITY AND OPERATION OF COUNTY**  
6                                   **COMMUNITY CENTERS**

7 **THIS AGREEMENT** is entered into as of the 1<sup>st</sup> day of July, 2014, by the County of Riverside,  
8 hereinafter referred to as COUNTY, and the Riverside County Regional Park and Open-Space  
9 District hereinafter referred to as DISTRICT.

10                                   **RECITALS**

11           WHEREAS, the COUNTY controls or is the owner of record for certain real properties  
12 located in communities throughout the Riverside County, as listed on Exhibit "A" attached  
13 hereto (collectively referred to as the "Property");

14           WHEREAS, each Property has situated thereon a community center and/or park grounds  
15 (hereinafter collectively referred to as the "Community Center(s)") currently operated by  
16 COUNTY. This Memorandum of Understanding affects only the portions of each Property as  
17 depicted by yellow border on Exhibits "B1" through "B7," attached hereto;

18           WHEREAS, the DISTRICT has the capability to operate, maintain and provide programs  
19 for the Community Centers and in the interest of the residents and the surrounding communities;

20           WHEREAS, the COUNTY has chosen to transfer responsibility of the operations and  
21 programming of Community Centers to the DISTRICT on July 1, 2014, or as soon thereafter  
22 contingent upon funds being transferred to the DISTRICT;

23           NOW THEREFORE, for good and valuable consideration, the parties do hereby agree as  
24 follows:

25           **SECTION I. DISTRICT RESPONSIBILITIES:**

          A. DISTRICT shall operate, maintain and provide programs for the Community Centers as  
listed in Exhibit A attached hereto and incorporated herein. DISTRICT represents and maintains

1 that it is skilled to perform all services, duties and obligations required by this Agreement to  
2 fully and adequately provide these services.

3 B. DISTRICT shall perform the services and duties in conformance to and consistent with  
4 the standards generally recognized as being employed by professionals in the same discipline in  
5 the State of California. DISTRICT further represents and warrants that it or its contractors have  
6 all licenses, permits, qualifications, and approvals of whatever nature legally required to practice  
7 its professional service. DISTRICT further represents that it or its contractors shall keep all such  
8 licenses and approvals in effect during the term of this Agreement.

9 C. In the event that the COUNTY fails to provide funds pursuant to Section II, DISTRICT  
10 shall not be responsible for operating the Community Centers, or DISTRICT shall, in its own  
11 discretion, be entitled to reduce services and operation hours accordingly.

12 **SECTION II. DISBURSEMENT OF FUNDS BY COUNTY:**

13 A. COUNTY shall provide funding to DISTRICT to cover the costs and performance of all  
14 duties and obligations required by DISTRICT within this Agreement. Said funding or budget  
15 shall be paid in amounts and at times to be determined by the COUNTY Executive Office in  
16 conjunction with the DISTRICT. COUNTY shall make said funding available to DISTRICT for  
17 the period covering July 1, 2014 through June 30, 2015, and annually thereafter, unless earlier  
18 terminated. DISTRICT shall provide COUNTY with an annual income and expenditure report.  
19 Periodical financial reports will be made available to COUNTY upon request.

20 B. Prior to the start of each fiscal year, COUNTY shall authorize payment of funds to  
21 DISTRICT to reflect the current fiscal year funding as approved by the COUNTY Board of  
22 Supervisors and DISTRICT Board of Directors. This financial obligation shall continue in effect  
23 until this Agreement is either terminated or amended to change said financial obligation.

24 **SECTION III. GENERAL:**  
25

1           **A.     TERM OF AGREEMENT.** The term of this Agreement shall be effective from  
2 July 1, 2014 through June 30, 2015, and shall automatically renew annually thereafter.

3           **B.     AUTHORIZED AMENDMENTS TO AGREEMENT.** The DISTRICT  
4 General Manager and COUNTY Assistant County Executive Officer/EDA shall be authorized to  
5 approve and execute amendments, as approved by County Counsel, that contain changes which  
6 do not significantly alter the terms of this Agreement.

7           **C.     TERMINATION.** Notwithstanding any other provision of this Agreement the  
8 COUNTY and the DISTRICT may mutually agree to terminate this MOU for any reason but said  
9 termination will be subject to COUNTY Board of Supervisors and DISTRICT Board of  
10 Directors approval.

11           **D.     INDEMNIFICATION.** DISTRICT shall indemnify and hold COUNTY, its  
12 officers, agents and employees free and harmless from liability to any person or entity not a party  
13 to this Agreement from any damage, loss or injury to person and/or property which primarily  
14 relates to or arises from the acts, negligence or willful misconduct of the DISTRICT, its officers,  
15 agents or employees in the execution or implementation of the Agreement; COUNTY shall  
16 indemnify and hold DISTRICT, its officers, agents, or employees free and harmless from any  
17 person or entity not a party to this Agreement from any damage, loss or injury to person and/or  
18 property which primarily relates to or arises from the acts, negligence or willful misconduct of  
19 COUNTY, its officers, agents or employee in the execution or implementation of this  
20 Agreement.

21           **E.     LIMITATIONS ON USE.** The Community Centers shall be operated by the  
22 DISTRICT for the purpose of providing services for community support and for the benefit of  
23 residents and the general population of the surrounding communities.

24           **F.     CONTRACTING WITH THIRD PARTIES.** DISTRICT may enter into  
25 agreements and contracts for the purposes of operation, repair, maintenance, or replacement of

1 facilities and improvements ancillary and in connection with the operation and use of the  
2 Community Centers. All such agreements and contracts shall contain provisions necessary to  
3 protect the COUNTY, its officers, employees, successors, and assigns from any liability arising  
4 out of the operation, maintenance, or replacement of any improvements and facilities in the  
5 Community Centers. The term of any permit, contract, or other agreement entered into by the  
6 DISTRICT affecting or related to the Community Centers shall not exceed the term of this  
7 Agreement.

8       **G. MAINTENANCE.** DISTRICT shall be responsible and pay for or cause to be  
9 paid for any and all routine and recurring maintenance of the Community Centers. DISTRICT  
10 shall maintain, or cause to be maintained, the interior and exterior of the Community Centers, the  
11 parking lot and landscape in good and clean condition and use in accordance with all applicable  
12 laws, including without limitation such zoning, safety ordinances and laws, environmental  
13 regulations, and such rules and regulations hereunder as may be binding upon the DISTRICT.

14       COUNTY shall be responsible and pay for or cause to be paid for any and all capital  
15 improvements at the Community Centers. Capital improvements include, but are not limited to,  
16 renewal and replacement of mechanical, electrical, plumbing and building envelope equipment  
17 and systems.

18       At current, the Mead Valley Community Center construction project has not yet been  
19 formally completed or accepted by COUNTY. The DISTRICT shall not be responsible for  
20 maintenance and security at Mead Valley Community Center until the construction project has  
21 been completed and the project has been formally accepted by the COUNTY Board of  
22 Supervisors.

23       **H. UTILITIES.** During the term of this Agreement, DISTRICT further agrees to  
24 pay, or cause to be paid, all utilities used at the Community Centers including without limitation  
25

1 water, gas, heat, light, power, telephone service, refuse collection and removal, and all other  
2 services supplied to the Community Centers.

3 **I. INSURANCE.** DISTRICT recognizes that the COUNTY is self-insured and that  
4 the Community Centers are covered under the COUNTY's blanket insurance policy. DISTRICT  
5 agrees to work with COUNTY Risk Management and to report any and all claims, occurrences  
6 or modifications to the facilities as is required.

7 **J. ASSIGNMENT OF EXISTING CONTRACTS AND AGREEMENTS.**  
8 COUNTY hereby assigns all existing contracts and agreements for operations and services for  
9 Community Centers, as listed in Exhibit "C," to the DISTRICT.

10 **K. CONTACT PERSONS.** Any required notices or correspondence shall be sent to  
11 the contacts persons listed below:

12 **COUNTY OF RIVERSIDE**  
13 **C/O RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY**  
14 Deputy Director, RE Division  
15 P. O. Box 1180  
16 Riverside, CA 92502  
17 (951) 955-8916  
18 (951) 955-9505 FAX

19 **RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**  
20 Brande Hune, Chief – Business Operations  
21 4600 Crestmore Road  
22 Jurupa Valley, CA 92509  
23 (951) 955-4398  
24 (951) 955-4305 FAX

25 **L. CHANGES OR MODIFICATIONS.** No part of this Agreement may be  
modified, altered, amended, waived or changed without the express written consent of both  
parties.

**M. GOVERNING LAW AND VENUE.** This Agreement and all of its terms and  
provisions shall be construed in accordance with the laws of the State of California. 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 agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California.

**N. ENTIRE AGREEMENT.** This Agreement embodies the entire Agreement between the parties in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the parties at the time of execution of this Agreement.

**IN WITNESS WHEREOF,** the COUNTY and DISTRICT have executed this Agreement as of the date first above written.

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT

By: Jeff Stone  
Jeff Stone  
Chairman, Board of Supervisors

By: Kevin Jeffries  
Kevin Jeffries  
Chairman, Board of Directors

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By: Kecia Harper-Ihem  
DEPUTY

ATTEST:  
Clerk of the Board  
Kecia Harper-Ihem  
By: Kecia Harper-Ihem  
Deputy

APPROVED AS TO FORM  
FOR COUNTY:  
Pamela Walls, County Counsel

By: Patricia Munroe  
Patricia Munroe  
Deputy County Counsel

APPROVED AS TO FORM  
FOR DISTRICT:  
Pamela Walls, County Counsel

By: Neal Kipnis  
Neal Kipnis  
Deputy County Counsel



# **EXHIBIT A**

## **List of Community Centers**

**James A. Venable Community Center and Cabazon Child Development Center**  
**50390 Carmen Avenue**  
**Cabazon, CA 92230**

**Eddie D. Smith Senior Center**  
**5888 Mission Boulevard**  
**Riverside, CA 92509**

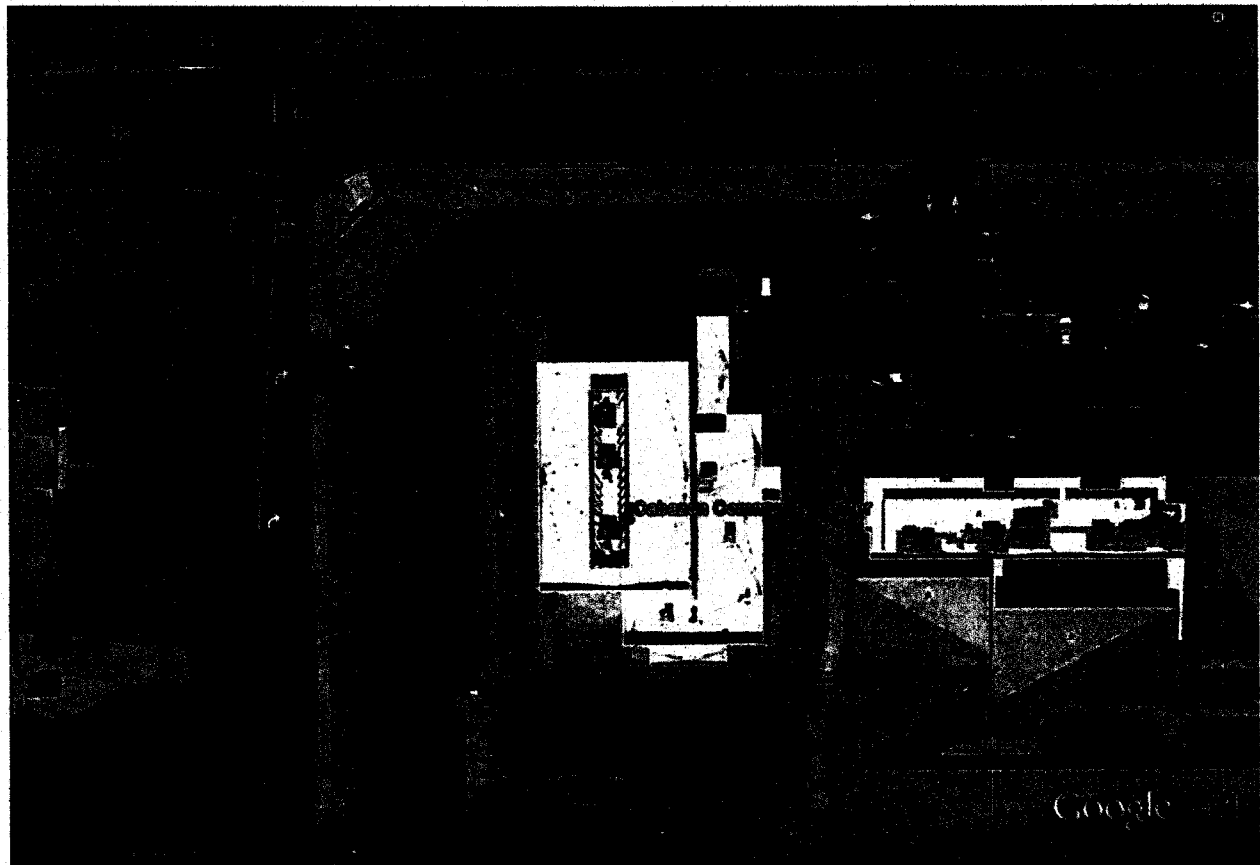
**Goodhope (Moses Schaffer Community Center)**  
**21565 Steele Peak Drive**  
**Perris, CA 92570**

**Highgrove (Norton Younglove Community Center)**  
**459 Center Street**  
**Riverside, CA 92509**

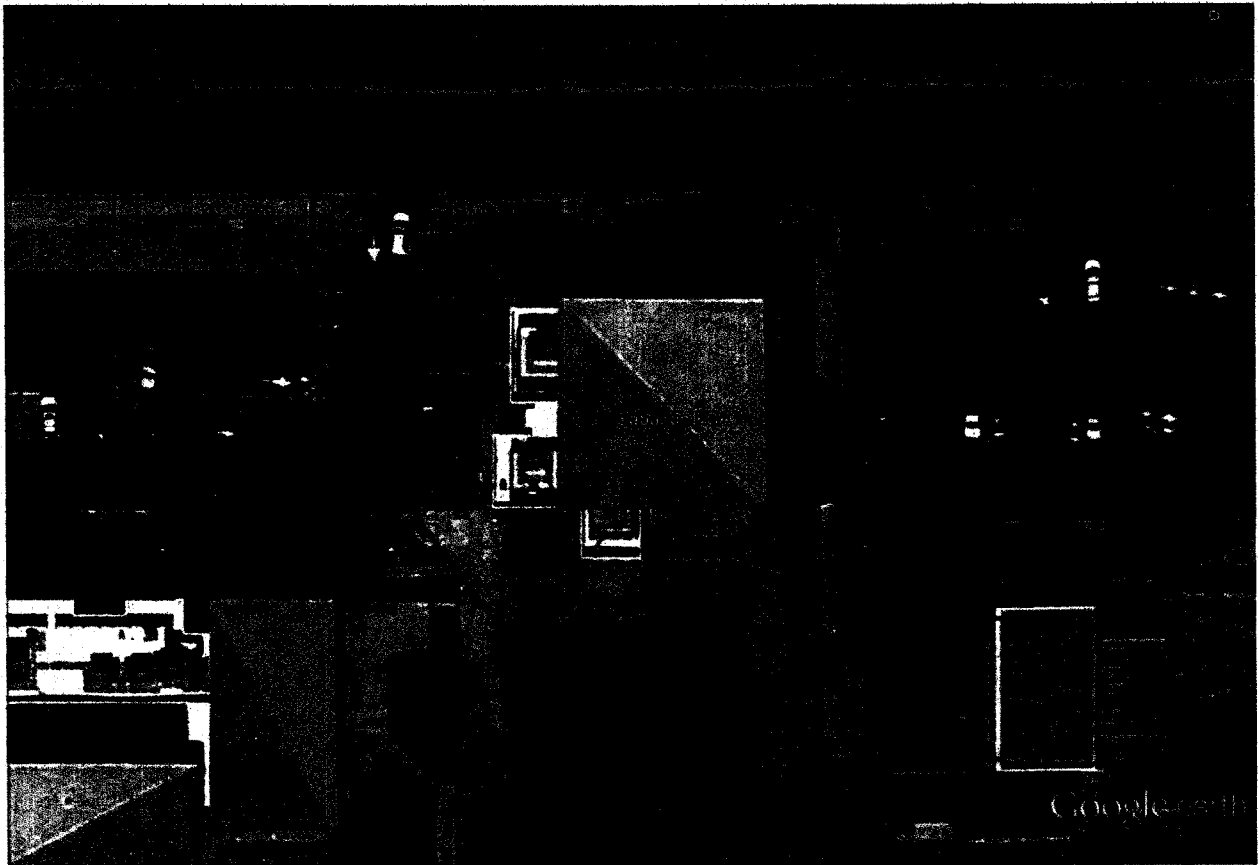
**Idyllwild Town Hall**  
**25925 Cedar Street**  
**Idyllwild, CA 92549**

**Mead Valley Community Center**  
**21091 Rider Street**  
**Perris, CA 92570**

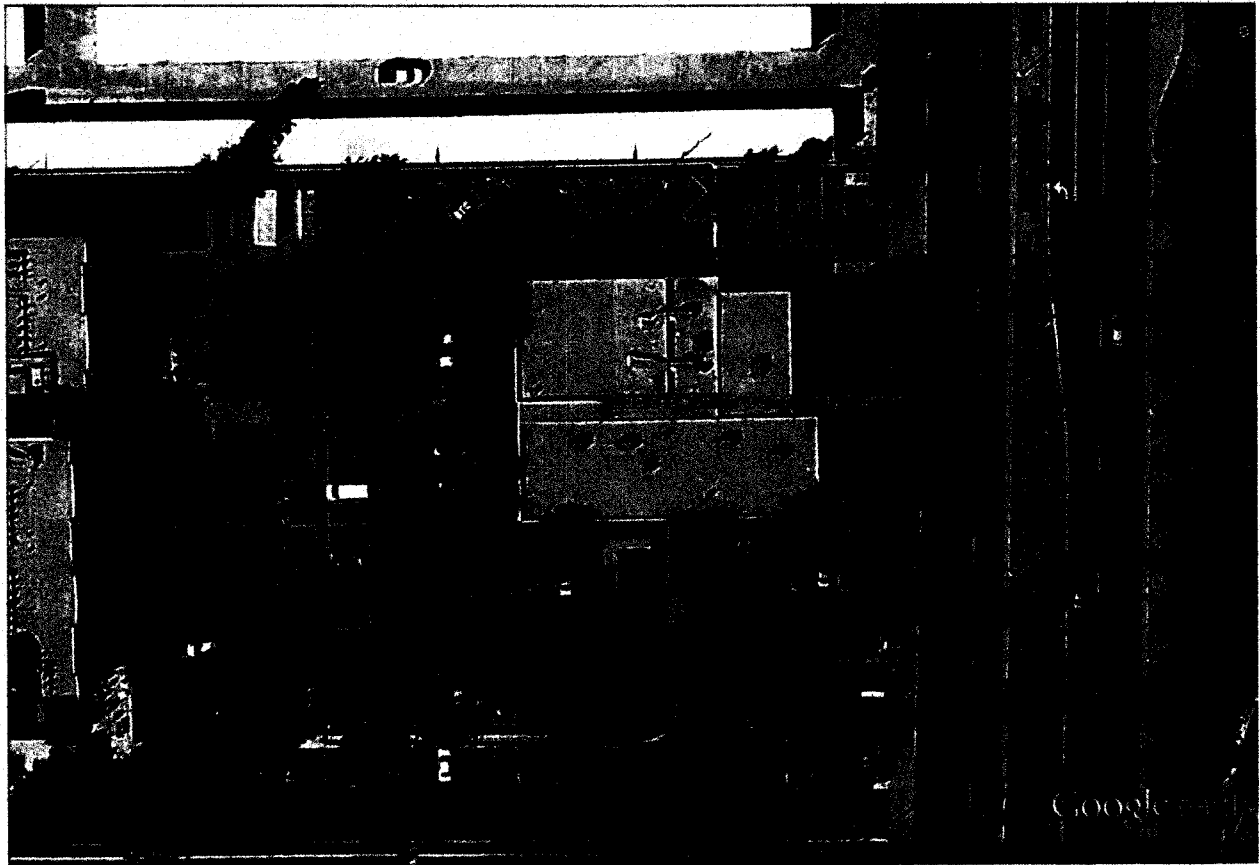
## EXHIBIT B1 – JAMES A. VENABLE COMMUNITY CENTER



## EXHIBIT B2 – CABAZON CHILD DEVELOPMENT CENTER



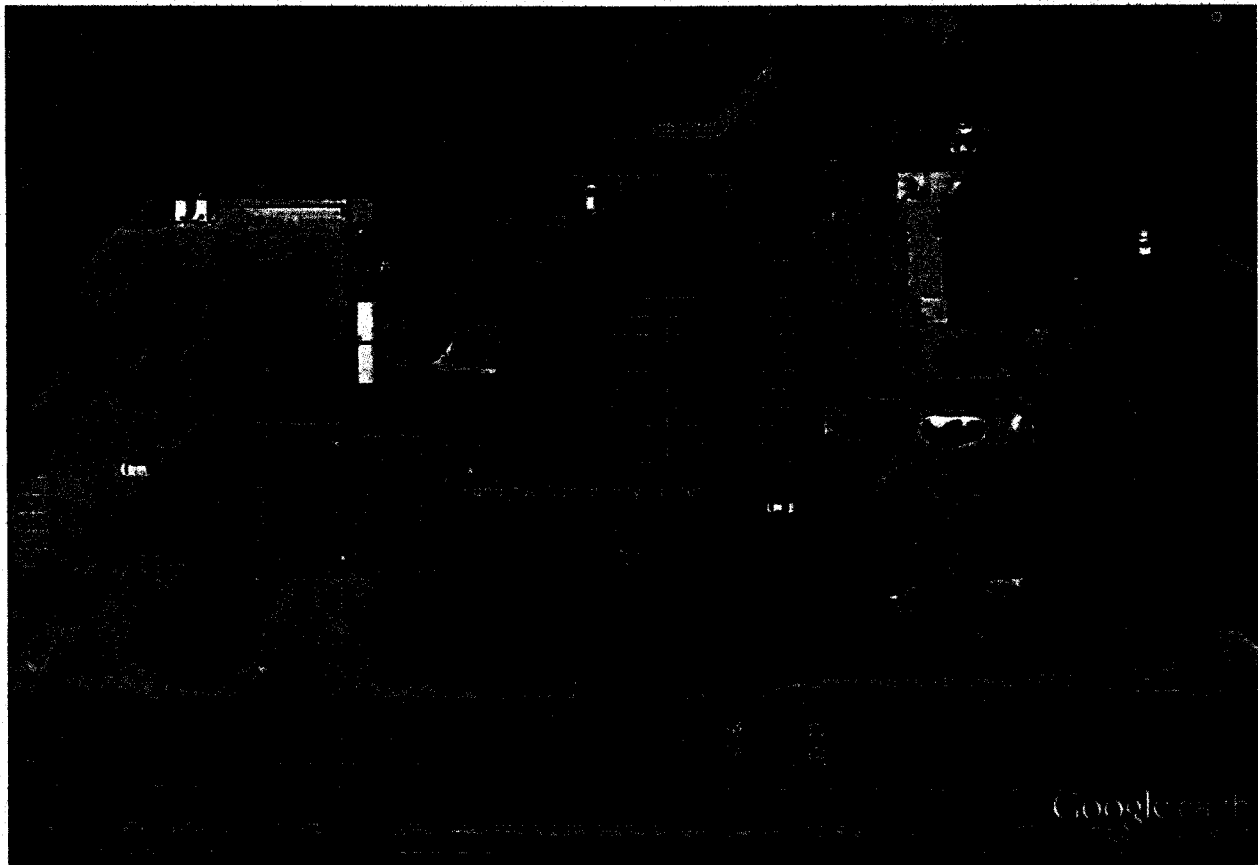
## EXHIBIT B3 – EDDIE D. SMITH SENIOR CENTER



## EXHIBIT B4 – MOSES SCHAFFER COMMUNITY CENTER & PARK



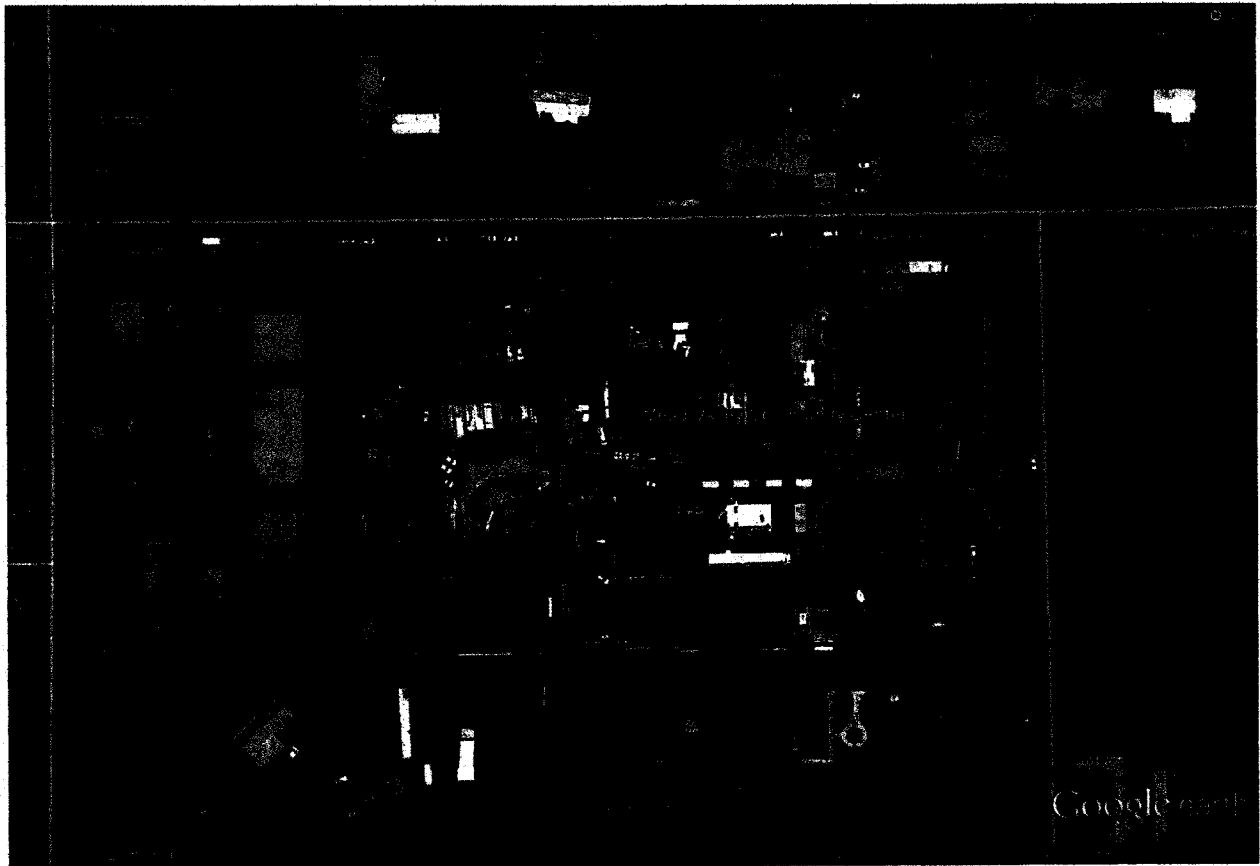
## EXHIBIT B5 – NORTON YOUNGLOVE COMMUNITY CENTER



## EXHIBIT B6 – IDYLLWILD TOWN HALL



## EXHIBIT B7 – MEAD VALLEY COMMUNITY CENTER





## EXHIBIT C

### ASSIGNED CONTRACTUAL AGREEMENTS

Cabazon Civic Center	A Lease & Operating Agreement to FSA dated 4/17/2013 for the entire James A. Venable Community Center.
Cabazon Civic Center	A Lease & Operating agreement to FSA dated 4/17/2013 for the Child Development Center.
Eddie D. Smith Senior Center	A month-to-month Agreement for Contract Services with Rae Wojtasiewicz for administrative support services
Eddie D. Smith Senior Center	A month-to-month Agreement for Contract Services with William Arriola for coordinating the Food Share Program
Eddie D. Smith Senior Center	A month-to-month Agreement for Contract Services with Lynne D. Craig for managing and directing
Eddie D. Smith Senior Center	A month-to-month Agreement for Contract Services with Robert J. Craig for managing and directing
Highgrove (Norton Younglove)	A month-to-month Lease & Operating Agreement to FSA dated 6/30/2013 for the entire Norton Younglove Community Center, term has expired
Idyllwild Town Hall	A month-to-month lease from Jay Johnson dated 12/15/2012 for the entire property.
Mead Valley Community Center	MOU DPSS – a memorandum of understanding with the Department of Public Social Services dated 10/3/2013, for 4,480 square feet of space within the Mead Valley Community Center
Mead Valley Community Center	MOU Workforce Development – a memorandum of understanding with EDA Workforce Development dated 10/1/2013, for 4,104 square feet of space within the Mead Valley Community Center
Mead Valley Community Center	A lease in favor of Dr. Rios dated 11/13/2013 for 6,379 square feet of space within the Mead Valley Community Center to provide medical/dental services
Mead Valley Community Center	A lease in favor of Smooth Transitions dated 2/5/2014 for 1,302 square feet of space within the Mead Valley Community Center to provide culinary school and food services
Mead Valley Community Center	A proposed/draft and unexecuted Operating Agreement in favor of Renu-Hope Foundation within the Mead Valley Community Center to provide child care services.

1           **JAMES A. VENABLE COMMUNITY CENTER AND CABAZON CHILD**  
2                           **DEVELOPMENT AND COUNSELING CENTER**  
3                           **LEASE AND OPERATING AGREEMENT**

4           This Lease and Operating Agreement (Agreement) is made by and between the  
5 County of Riverside (County), a political subdivision in the State of California and the  
6 Family Service Association (FSA), a California non-profit corporation, sometimes jointly  
7 referred to herein as the Parties, with reference to the following:

8   **RECITALS**

9  
10          I.           WHEREAS, County is the owner of record of certain real property located  
11 at 50390 and 50391 Carmen Avenue Street, Cabazon, Riverside County, California  
12 (Property), which is more particularly described in Exhibit A, attached and incorporated  
13 herein by reference;

14  
15          II.          WHEREAS, the Property includes the James A. Venable Community  
16 Center, (herein the Community Center) which consists of one approximate 12,000  
17 square foot multi-purpose building, and the Cabazon Child Care Development and  
18 Counseling Center (herein the Child Care Center) which consists of one 13,035 square  
19 foot child care and counseling building, and adjacent landscaping and parking lot  
20 (collectively, the Community Center, Child Care Center, parking lot and landscaping  
21 are referred to herein as the "Center"), all located on Assessor's Parcel Number 526-  
22 170-020, as depicted on Exhibit "A," attached hereto, incorporated herein by reference  
23 and owned by the County, floor plans of each set forth in Exhibits B and C.

24          III.        WHEREAS, County desires to assist in providing programs for the Center  
25 that are in the vital and best interest of the residents of Cabazon Area;  
26  
27  
28

1 IV. WHEREAS, the Family Service Association (FSA) provides a wide variety  
2 of public programs and services to the community and FSA desires a facility in the  
3 community of Cabazon, and;

4  
5 V. WHEREAS, these programs and services are as follows: for the  
6 Community Center Facility, various services may include Youth Services, Afterschool  
7 Programs, Summer Youth Programs-Camps, Youth Sports and Recreation,  
8 Tutoring/Homework help, Youth Leadership Programming, Food Service Program  
9 including Senior Nutrition, Commodities, Brown Bag, Rolling Cart, Hidden Harvest and  
10 the Summer Food Program, Health Services Programs including Health Education,  
11 Health Fairs, Caregiver Support Services and Training, LVN/RN Services (blood  
12 glucose, blood pressure screening, etc.); For the Child Care Facility, Child Care and  
13 Child Counseling services including Mental Health Services, and other related services;

14 VI. WHEREAS, the purpose of this Agreement is to provide services to the  
15 community; and

16  
17 VII. WHEREAS, the County has acquired furniture, fixtures and equipment  
18 (Equipment) for the Child Care Center in support of providing child care services; and,

19 VIII. WHEREAS, the County and FSA desire, by this Agreement, to enter into  
20 and Lease and Operating Agreement for the Property in accordance with the terms and  
21 conditions of this Agreement.  
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**COVENANTS**  
**ARTICLE I**  
**PROPERTY AND TERM**

1.1 Effective Date. The Effective date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the Effective date.

1.2 Term. The term of this Agreement shall be for an initial period of five (5) years (the "initial period") commencing on the Effective Date as defined in Section 1.1. Thereafter, FSA may request one (1) separate five (5) year extension period (Extension Term) to this Agreement, provided they send written notice to County within ninety (90) days prior to expiration of the original term or respective Extension Term. The rent shall be increased three 3% for each Extension Term. In the event FSA fails to provide said written notice, the Agreement shall terminate at the expiration of the Initial Term or subsequent Extension Term. In the event this agreement expires prior to surrender of the Property by FSA per Section 9.1, it shall be continued as a month to month Agreement.

1.3 Acceptance of Property. FSA accepts the Property in an "as-is" and a "where is" condition based solely on FSA's own studies and investigations on the effective date of the commencement of the term of this Agreement.

**ARTICLE II**  
**RENT, TAXES AND UTILITIES**

2.1 Rent. FSA shall pay \$1,500.00 per month to County as rent for the Center payable to the County on the first day of each and every month during the Agreement Term as set forth in section 1.2 of this agreement. In the event it is necessary to prorate the rent, the rent shall be prorated on a thirty (30) day basis.

2.2 Taxes and Assessments. During the term of this Agreement, FSA also agrees to pay, or cause to be paid, all applicable real and personal property taxes,

general and special assessments, and other charges of every description as may be levied on or assessed against the Center, improvements to the Center, or personal property owned by FSA and located on or in the Center to the extent that such taxes, assessments and charges are not inconsistent with County's exempt status under the Internal Revenue Code. FSA understands and agrees that it may be subject to a possessory interest tax in accordance with the California Revenue and Taxation Code.

2.3 Utilities. During the term of this Agreement, FSA further agrees to pay, or cause to be paid, all utilities used upon the Property including without limitation including water, gas, heat, light, power, telephone service, refuse collection and removal, security and/or fire alarm monitoring or related fees, and all other services supplied to the Center. In addition, FSA shall be responsible for the electrical cost of the four (4) parking lot lights north of the Child Care Building.

### ARTICLE III

## USE, MAINTENANCE, COMPLIANCE WITH LAWS, OBLIGATIONS

3.1 Limitations on Use. The Community Center and Child Care Center shall be operated by FSA for the sole purpose of providing services for community support and for the benefit of residents and the general population of the unincorporated community of Cabazon. Services provided may include, the following: for the Community Center Facility, various services including Youth Services, Afterschool Programs, Summer Youth Programs-Camps, Youth Sports and Recreation, Tutoring/Homework help, Youth Leadership Programming, Food Service Program including Senior Nutrition, Commodities, Brown Bag, Rolling Cart, Hidden Harvest and the Summer Food Program, Health Services Programs including Health Education, Health Fairs, Caregiver Support Services and Training, LVN/RN Services (blood glucose, blood pressure screening, etc.); For the Child Care Facility, Child Care and Child Counseling services including Mental Health Services, and other related services; All food programs and food preparation services shall be to compliment the services provided in section 3.1. .

1        3.2    No Liens or Easements.    Except for permitted encumbrances,  
2 easements, and restrictions approved in writing by County, FSA agrees and covenants  
3 not to place or allow to be placed any deed of trust, mortgage, or any other type of  
4 security lien upon the Property during the term of this Agreement without the written  
5 consent of County, which consent shall be in County's absolute discretion.

6        3.3    Maintenance of the Center.    County shall, at its sole cost and expense,  
7 maintain, or cause to be maintained, the Center including but not limited to the  
8 mechanical, electrical, plumbing, and all operating systems, and including the parking  
9 lot and landscaping, in good condition and repair for the purposes in Section 3.1 above  
10 and in accordance with all applicable laws, including without limitation such zoning,  
11 safety ordinances and laws, environmental regulations, and such rules and regulations  
12 hereunder as may be binding upon County.

13        3.4    Furniture, Fixtures and Equipment.    County and FSA agree and  
14 acknowledge that the County has provided and installed furniture, fixtures and  
15 equipment for the operation of the Center and provision of child care services (the  
16 Equipment) as set forth in Exhibit "D" attached hereto and incorporated herein. Such  
17 equipment includes, but is not limited to classroom equipment, office equipment,  
18 furniture, kitchen appliances. FSA shall, at its sole cost and expense, be responsible  
19 for all necessary maintenance and repair of the Equipment.

20        3.5    Compliance with Laws and Restrictions.    FSA shall, at its sole cost and  
21 expense, obtain any and all necessary permits and shall fully comply with all applicable  
22 building and zoning ordinances. FSA further agrees to use the Center in material  
23 compliance with all laws now in force or which may hereafter be in force relative to its  
24 use as outlined in Section 3.1 above, including without limitation compliance with all  
25 federal, state, and local statutes and regulations, as well as all covenants, conditions,  
26 and restrictions contained in this Agreement.

1           3.6   Obligations.

2           (a)   FSA Obligations. FSA shall be obligated to provide programs and  
3 services to the community and the citizens of Riverside County including but not limited  
4 to all programs and services set forth in section V of the Recitals and section 3.1 of this  
5 Agreement. General Hours of operation are as follows:

6  
7           Community Center:           Monday through Thursday 8:00 am – 5:00 pm  
8   Friday   8:00 am – 12:00 pm

9  
10          Child Care Center           Monday through Friday       6:00 am – 6:00 pm

11  
12          Clinic                       Monday through Friday       1:00 pm – 6:00 pm

13  
14          The above hours are general only and subject to change. Hours will reflect the  
15 needs of the community and budgetary constraints.

16          (b)   Custodial Services. FSA shall at its sole cost and expense, be  
17 responsible for all janitorial services.

18  
19   **ARTICLE IV**  
20   **FINANCING AND CONTRACTING WITH**  
21   **THIRD PARTIES**

22          4.1   Contracting with Third Parties. FSA, in FSA's discretion, may enter into  
23 Agreements and contracts for the purpose of providing janitorial services and in  
24 connection with the uses required to be performed, as set forth in Section 3.1 above on  
25 the Center, except any and all Agreements and / or contracts in which third parties  
26 shall be permitted to occupy space in the Center, which Agreements and / or contracts  
27 shall be subject to approval by County in County's sole discretion. All such  
28 Agreements and contracts shall contain provisions necessary to protect the County, its

1 officers, employees, successors, and assigns from any liability arising out of the  
2 operation, maintenance or replacement of any improvements and facilities in the  
3 Center as a result of such third parties. The term of any permit, contract, or other  
4 Agreement entered into by FSA affecting or related to the Center shall not exceed the  
5 term of this Agreement.

6 4.2 No Assignment or Sublease. FSA shall not assign or sublease the  
7 Property without the written consent of County. Such consent shall be in the sole and  
8 absolute discretion of the County. This section shall not apply to vendors who provide  
9 education, medical, social or related services provided their usage is for classroom size  
10 space only and the duration of the use is for under ninety (90) days. In this event FSA  
11 shall be required to have a License Agreement executed between the Parties, and as  
12 part of said agreement, require said vendor(s) to procure a standard commercial  
13 liability policy in the amount of \$100,000 naming FSA and/or County of Riverside as  
14 additional insured. A copy of this License Agreement shall be provided to County.

## 15 **ARTICLE V**

### 16 **INSURANCE**

17  
18 5.1 Insurance. Without limiting or diminishing the FSA's obligation to  
19 indemnify or hold the County harmless as set forth in section 10.1, FSA shall procure  
20 and maintain or cause to be maintained, at its sole cost and expense, the following  
21 insurance coverage's during the term of this Agreement:

22 (a). Workers' Compensation: If the FSA has employees as defined by  
23 the State of California, the FSA shall maintain statutory Workers' Compensation  
24 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy  
25 shall include Employers' Liability (Coverage B) including Occupational Disease with  
26 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed  
27 to waive subrogation in favor of The County, and, if applicable, to provide a Borrowed  
28 Servant/Alternate Employer Endorsement.



1 (b). Commercial General Liability: Commercial General Liability  
2 insurance coverage, including but not limited to, premises liability, contractual liability,  
3 products and completed operations liability, personal and advertising injury, and cross  
4 liability coverage, covering claims which may arise from or out of FSA's performance of  
5 its obligations hereunder. Policy shall name the County, the County of Riverside, its  
6 Agencies, Districts, Special Districts, and Departments, their respective directors,  
7 officers, Board of Supervisors, employees, elected or appointed officials, agents or  
8 representatives as Additional Insured. Policy's limit of liability shall not be less than  
9 \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
10 aggregate limit, it shall apply separately to this Agreement or be no less than two (2)  
11 times the occurrence limit.

12 (c). Vehicle Liability: If vehicles or mobile equipment are used in the  
13 performance of the obligations under this Agreement, then FSA shall maintain liability  
14 insurance for all owned, non-owned or hired vehicles so used in an amount not less  
15 than \$1,000,000 per occurrence combined single limit. If such insurance contains a  
16 general aggregate limit, it shall apply separately to this Agreement or be no less than  
17 two (2) times the occurrence limit. Policy shall name the County, the County of  
18 Riverside, its Agencies, Districts, Special Districts, and Departments, their respective  
19 directors, officers, Board of Supervisors, employees, elected or appointed officials,  
20 agents or representatives as Additional Insured.

21 (d). General Insurance Provisions - All lines:

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

1                                2)     The FSA's insurance carrier(s) must declare its insurance  
2 self-insured retentions. If such self-insured retentions exceed \$500,000 per  
3 occurrence such retentions shall have the prior written consent of the County Risk  
4 Manager before the commencement of operations under this Agreement. Upon  
5 notification of self-insured retention unacceptable to the County, and at the election of  
6 the County's Risk Manager, FSA's carriers shall either; 1) reduce or eliminate such  
7 self-insured retention as respects this Agreement with the County, or 2) procure a bond  
8 which guarantees payment of losses and related investigations, claims administration,  
9 and defense costs and expenses.

10                              3)     FSA shall cause FSA's insurance carrier(s) to furnish the  
11 County with either 1) a properly executed original Certificate(s) of Insurance and  
12 certified original copies of Endorsements effecting coverage as required herein, and 2)  
13 if requested to do so orally or in writing by the County's Risk Manager, provide original  
14 Certified copies of policies including all Endorsements and all attachments thereto,  
15 showing such insurance is in full force and effect. Further, said Certificate(s) and  
16 policies of insurance shall contain the covenant of the insurance carrier(s) that thirty  
17 (30) days written notice shall be given to the County prior to any material modification,  
18 cancellation, expiration or reduction in coverage of such insurance. In the event of a  
19 material modification, cancellation, expiration, or reduction in coverage, this Agreement  
20 shall terminate forthwith, unless the County receives, prior to such effective date,  
21 another properly executed original Certificate of Insurance and original copies of  
22 endorsements or certified original policies, including all endorsements and attachments  
23 thereto evidencing coverage's set forth herein and the insurance required herein is in  
24 full force and effect. FSA shall not commence operations until the County has been  
25 furnished original Certificate (s) of Insurance and certified original copies of  
26 endorsements and if requested, certified original policies of insurance including all  
27 endorsements and any and all other attachments as required in this Section. An  
28

1 individual authorized by the insurance carrier to do so on its behalf shall sign the  
2 original endorsements for each policy and the Certificate of Insurance.

3 4) It is understood and agreed to by the parties hereto that the  
4 FSA's insurance shall be construed as primary insurance, and the County's insurance  
5 and/or deductibles and/or self-insured retention's or self-insured programs shall not be  
6 construed as contributory.

7 5) If, during the term of this Agreement or any extension  
8 thereof, there is a material change in the permitted use, the County reserves the right  
9 to adjust the types of insurance required under this Agreement and the monetary limits  
10 of liability for the insurance coverage's currently required herein, if, in the County Risk  
11 Manager's reasonable judgment, the amount or type of insurance carried by the FSA  
12 has become inadequate.

13 6) FSA shall pass down the insurance obligations contained  
14 herein to all tiers of sub FSAs working under this Agreement.

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

17 8) FSA shall notify County of any claim by a third party or any  
18 incident or event that may give rise to a claim arising from the performance of this  
19 Agreement within ten (10) days of receipt of notice thereof.

## 20 **ARTICLE VI**

### 21 **DAMAGE OR DESTRUCTION**

#### 22 **DURING TERM OF AGREEMENT**

23 6.1 Restoration of Property. If during the term of this Agreement, the Center  
24 is damaged, whether or not from a risk covered by insurance, and subject to the other  
25 provisions of this Agreement regarding termination, County shall have the option, but  
26 shall not be obligated to make the repairs necessary to restore the Center and all the  
27 improvements thereon, to a condition for occupancy or use comparable to the condition  
28 thereof before such damage provided that County determines in its sole discretion, that

1 it is not feasible to do so, County shall have the right to terminate this Lease and  
2 Operating Agreement.

3 **ARTICLE VII**  
4 **DEFAULT AND TERMINATION**

5 7.1 Events of Default. The following events shall be a default by FSA (Event  
6 of Default):

7 (a) Failure of FSA to perform or observe any material provisions or  
8 condition of this Agreement, including, but not limited to, compliance with the uses  
9 outlined in Section 3.1 as described above;

10 (b) The subjection of any material right or interest of FSA to  
11 attachment, execution, or other levy, or to seizure under legal process which would  
12 materially interfere with FSA's ability to comply with the required uses set forth in  
13 Section 3.1 above in the Center.

14 (c) In the event the Center becomes a public nuisance or disturbs the  
15 peace and tranquility of the surrounding residents as adjudicated by the final judgment  
16 of a court of competent jurisdiction.

17 7.2 Notice and Right to Cure. Prior to pursuing any remedy for an alleged  
18 default of FSA, County shall provide written notice of default to FSA. Each notice of  
19 default shall specify in detail the alleged "Event of Default" and the intended remedy.  
20 FSA shall have thirty (30) days after notice is delivered (see Section 11.3: Notices,  
21 below) to cure the alleged default. In the event that any non-monetary default is of  
22 such a nature that the same cannot reasonably be cured within the thirty (30) day  
23 period described above, then the cure period shall be extended by such further  
24 reasonable period (not to exceed an additional 90 days) so long as FSA commences  
25 the cure within the thirty (30) day period described above and thereafter diligently  
26 prosecutes the cure to completion.

27 7.3 Remedies. In the event a material default by FSA continues uncured for  
28 a period of thirty (30) days following written notice, and unless a longer cure period is

1 provided pursuant to Section 7.2, in addition to the rights and remedies provided by law  
2 or equity, County may at its election terminate this Agreement by giving FSA written  
3 notice of termination. Upon the giving of notice of termination, all FSA's rights in the  
4 Property and improvements shall terminate. Promptly after notice of termination, FSA  
5 shall surrender and vacate the Property and all improvements in good and clean  
6 condition.

7       7.4 Early Termination by FSA. FSA may terminate this Agreement at any  
8 time if adequate financial subsidy is not provided by County or for any reason with or  
9 without cause by giving written notice to County at least forty-five (45) days prior to the  
10 effective date of such termination. Upon such termination, FSA must surrender the  
11 Property and all improvements and Equipment in good and clean condition.

## 12                                   **ARTICLE IIX**

### 13                   **ENVIRONMENTAL PROTECTION AND HAZARDOUS WASTE**

14       8.1 Environmental Protection. FSA shall not discharge, dispose of, or permit  
15 to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of  
16 any kind, within or outside the Center that could result in destruction of habitat or the  
17 contamination or pollution of said Center. FSA shall at all times comply with all  
18 applicable federal, state, and local laws, orders, and regulations, as may be amended  
19 with respect to the proper discharge of refuse, garbage, sewage effluent, wastes, storm  
20 water runoff, and any and all other pollutants, including soil sediments, and shall cause  
21 its employees, agents and other persons or entities under its control to comply fully  
22 with such laws, orders, and regulations.

23       8.2 Hazardous Materials. FSA shall not use or allow anyone else to use the  
24 Center to generate, manufacture, refine, transport, treat, store, handle, recycle,  
25 release, or dispose of any hazardous material, other than as reasonably necessary for  
26 the operation of its operations and activities as contemplated under this Agreement.  
27 The term "hazardous material" means any hazardous substance, material, or waste  
28 including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of

1 Transportation), the Cal/EPA Chemical Lists, or petroleum products and their  
2 derivatives. However, this shall not apply to the use of petroleum products and related  
3 substances incidental to operation of motorized equipment and vehicles whose  
4 operation on the premises is contemplated by this Agreement. FSA shall immediately  
5 notify County in writing in the event of any release of hazardous material, violation of  
6 any environmental law, or actions brought by third parties against FSA alleging  
7 environmental damage. FSA shall indemnify and hold County harmless from any and  
8 all damages of any nature (including payment of attorney fees) related to or arising out  
9 of the discharge or release of hazardous materials caused by FSA or any person or  
10 entity under its control. County represents and warrants to FSA that, to the best of  
11 County knowledge, no hazardous material has been generated, manufactured, refined,  
12 transported, treated, stored, handled, recycled, released, or disposed of on, under, or  
13 about the Center or Property prior to the effective date of this Agreement. In the event  
14 that FSA discovers that any hazardous material has been generated, manufactured,  
15 refined, transported, treated, stored, handled, recycled, released, or disposed of on,  
16 under, or about the Center or Property prior to the effective date of this Agreement,  
17 then FSA shall have the right to immediately terminate this Agreement and shall have  
18 no remediation responsibility, and County shall indemnify, defend and hold harmless  
19 FSA from any and all liability of any type related thereto, including attorney's fees.

20       8.3 Water Quality Management Plan. County shall be responsible for the  
21 operation and management of best management practices (BMP's) as set forth in  
22 Exhibit "E" associated with the Property's Water Quality Management Plan for the term  
23 of this Agreement. County shall be responsible for any fine, penalty, or any other civil,  
24 administrative or criminal liability resulting from County's failure to maintain BMP's,  
25 except in the event FSA's action or inaction contributes to or in any way creates a  
26 maintenance issue or detrimentally affects County's ability to maintain the BMP's, then  
27 FSA shall be responsible for any fine, penalty, or any other civil, administrative or  
28 criminal liability resulting from a failure to maintain the BMP's.

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**ARTICLE IX**

**SURRENDER AND DISPOSITION OF PROPERTY**

9.1 Surrender of Property. Upon the expiration or earlier termination of this Agreement, FSA shall surrender the Center to the County and all improvements and Equipment in a good and clean condition, subject to reasonable wear and tear.

9.2 Disposition of FSA's Property upon Termination. Upon the expiration or earlier termination of this Agreement, any improvements constructed in the Center by FSA (other than trade fixtures or other removable fixtures) shall become the property of County at no cost or expense to County.

**ARTICLE X**

**INDEMNIFICATION**

10.1 Indemnification by FSA. FSA shall defend, indemnify, and hold County harmless from, and reimburse County for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of property in connection with or in any way related to, the use by FSA or any third party customer or business invitee of the Center or any facilities located thereon, except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by, the County or its officers, directors, employees, agents or contractors, and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement. In addition, FSA shall defend, indemnify, and hold County harmless from any breach or default in the performance of any obligation to be performed by FSA under this Agreement, any violation of governmental law or regulation, or any intentional misconduct or negligence of FSA, or any officer, agent, employee, guest, or invitee of FSA, regardless of whether such intentional misconduct or negligence was active or passive, and except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by, the County or its officers, directors, employees, agents or

1 contractors and further excepting any claims arising from the presence, discharge or  
2 release of hazardous materials occurring prior to the effective date of this Agreement.

3 10.2 County's Duties: In the event of the occurrence of any event that is an  
4 indemnifiable event pursuant to this section, County shall notify FSA in writing  
5 promptly and, if such event involves the claim of any third person, FSA shall assume  
6 all expenses with respect to, the defense, settlement, adjustment, or compromise of  
7 any claim, provided that the County may, if it so desires, employ counsel at its own  
8 expense to assist the handling of such claim, and FSA shall obtain the prior written  
9 approval of the County, which shall not be unreasonably withheld, before entering into  
10 any settlement, adjustment or compromise of such claim. FSA shall reimburse the  
11 County or any third party (including officers, directors, and employees of the County)  
12 for any reasonable legal expenses and costs incurred in connection with or in enforcing  
13 the indemnity herein provided.

14 10.3 Survival of Indemnification Requirements. All indemnification obligations  
15 hereunder shall survive the expiration or earlier termination of this Agreement.

## 16 ARTICLE XI

### 17 MISCELLANEOUS PROVISIONS

18 11.1 Governing Law. This Agreement shall be governed by and construed in  
19 accordance with the laws of the State of California.

20 11.2 Severability. Each section and provision of this Agreement is severable  
21 from each other provision. In the event that any one or more of the provisions  
22 contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the  
23 validity, legality, and enforceability of the remaining provisions contained in this  
24 Agreement shall not in any way be affected or impaired thereby. To the extent  
25 permitted by applicable law, each party to this Agreement waives any provision of law  
26 that renders any provision of this Agreement invalid, illegal, or unenforceable in any  
27 respect. In the event any provision of this Agreement shall be held invalid, illegal, or  
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unenforceable, the parties shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intents of this Agreement.

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

11.4 Notices. All notices, requests, demands, waivers, consents, and other communications hereunder shall be in writing and shall be either hand-delivered, sent by certified mail, or delivered by a regionally or nationally recognized overnight courier service, freight prepaid, and shall be deemed to have been duly given and to have become effective upon receipt, directed to the parties at the following addresses (or at such other address as shall be given in writing by a party hereto):

If to County, addressed to:	Economic Development Agency
	County of Riverside
	P.O. Box 1180
	Riverside, CA 92502
	ATTN: Assistant County Executive Officer/EDA
If to FSA, addressed to:	Mr. Dom Betro
	President/CEO
	Family Services Association
	21250 Box Springs Road, Suite 212
	Moreno Valley, CA 92557

11.5 Entire Agreement. This Agreement and those documents incorporated herein by reference or attached: (i) constitutes the entire Agreement, supersedes all other prior Agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter of this Agreement; (ii) is not intended to confer upon any person other than the parties to this Agreement any rights or remedies under this Agreement.

1        11.6 Additional Documents. In addition to the documents and instruments to  
2 be delivered as provided in this Agreement, each of the parties shall, from time to time  
3 at the request of the other party, execute and deliver to the other party such other  
4 documents and shall take such other actions as may be reasonably required to carry  
5 out more effectively the terms of this Agreement.

6        11.7 Jurisdiction and Venue. This Agreement shall be governed and  
7 construed in accordance with the laws of the State of California. The County and FSA  
8 agree that the Agreement has been entered into at Riverside County, California, and  
9 that if any action or proceeding is commenced to enforce or interpret this Agreement,  
10 venue shall be filed in the Superior Court for the state of California, in Riverside,  
11 California.

12        11.8 Attorney's Fees. In the event of any litigation between County and FSA  
13 to enforce any of the provisions of this Agreement or any right of either party hereto,  
14 the unsuccessful party to such litigation shall pay to the prevailing party all costs and  
15 expenses, including reasonable attorney's fees incurred therein by the prevailing party,  
16 all of which shall be included in and as part of the judgment rendered in such litigation.

17        11.9 Relationship to the County and FSA. Nothing contained herein shall be  
18 deemed or construed as creating the relationship of principal and agent or of  
19 partnership or of joint venture by the parties hereto, it being understood and agreed  
20 that no provision contained in this Agreement nor any acts of the parties hereto shall  
21 be deemed to create any relationship other than the relationship of lessor and FSA.  
22 FSA is an Independent Contractor.

23        11.10 Binding on Successors. The terms, covenants, and Agreements herein  
24 contained shall bind and inure to the benefit of the County, FSA, and each of their  
25 successors and permitted assigns.

26        11.11 Amendment. This Agreement shall not be modified or amended without  
27 the written consent of both FSA and the County incorporated in a written amendment  
28 to the Agreement.

1           11.12 Waiver. Failure by a party to insist upon the strict performance of any of  
2 the provisions of this Agreement by the other party, or the failure by a party to exercise  
3 its rights upon the default of the other party, shall not constitute a waiver of such party's  
4 rights to insist and demand strict compliance by the other party with the terms of this  
5 Agreement thereafter.

6           11.13 Authority to Execute. The persons executing this Agreement or exhibits  
7 attached hereto on behalf of the parties to this Agreement hereby warrant and  
8 represent that they have the authority to bind the respective parties to this Agreement  
9 to the performance of its obligations herein.

10          11.14 Termination of Previous Lease. The previous Lease between the Parties  
11 dated July 1, 2010 is hereby terminated effective on the Effective Date of this Lease  
12 and Operating Agreement.

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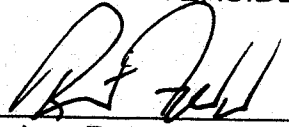
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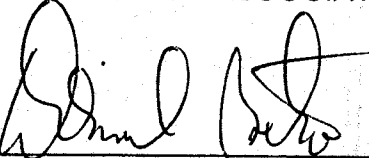
1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
2 executed as of the date written.

3 COUNTY:

4 ECONOMIC DEVELOPMENT AGENCY  
5 COUNTY OF RIVERSIDE

FAMILY SERVICE ASSOCIATION:

6  
7 By:   
8 Robert Field  
Assistant County Executive Officer/EDA

By:   
Dominick Betro  
President/CEO

9  
10 Dated: 4/17/2013

Dated: 3-27-13

11  
12 APPROVED AS TO FORM:  
13 Pamela J. Walls  
14 County Counsel

15 By:   
16 Patricia Munroe  
17 Deputy County Counsel

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**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE  
FOR CONTRACT SERVICES**

THIS AGREEMENT entered into this 2nd day of August, 2012, by and between the HOUSING AUTHORITY of the COUNTY of RIVERSIDE, a public politic in the State of California, herein referred to as the "AUTHORITY", and **Rae Wojtasiewicz**, herein referred to as "CONTRACT EMPLOYEE" sets into writing the terms and conditions under which CONTRACT EMPLOYEE shall provide services to AUTHORITY. All exhibits, by reference, become a part of this agreement as if fully written herein. CONTRACT EMPLOYEE shall comply with all laws, rules, regulations, ordinances and orders of any governmental entity relating to this Agreement. Should CONTRACT EMPLOYEE become aware that any provision of the Agreement is at variance with any such rule, law, regulation, ordinance or order, she shall promptly give notice in writing to the AUTHORITY of such variance.

WHEREAS, AUTHORITY desires administrative services at the Eddie Dee Smith Senior Center located at 5888 Mission Blvd., Rubidoux, California and,

WHEREAS, CONTRACT EMPLOYEE has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, the parties do mutually agree as follows:

1. **DUTIES AND POSITION**

CONTRACT EMPLOYEE shall perform all services for the purpose of **providing administrative support services** for the Eddie Dee Smith Senior Center as outlined in **Exhibit A**, attached hereto. CONTRACT EMPLOYEE represents and maintains that they are skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement. CONTRACT EMPLOYEE shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACT EMPLOYEE further represents and warrants to the AUTHORITY that she has all licenses, permits, qualifications and approvals of whatever nature legally required to practice her profession. CONTRACT EMPLOYEE represents that she shall keep all such licenses and approvals in effect during the term of this Agreement.

2. **TERM**

The term of this Agreement shall commence on **July 1, 2012** and end no longer than 12 months from this date, or upon termination pursuant to Section 15, or upon renewal by the AUTHORITY.

3. **CONTRACT EMPLOYEE**

CONTRACT EMPLOYEE is, and shall be considered to be in any manner, an employee, agent or representative of the AUTHORITY. Personnel performing the Services under this Agreement on behalf of CONTRACT EMPLOYEE shall at all times be under AUTHORITY'S control. The AUTHORITY is a separate and distinct entity from the County of Riverside. CONTRACT EMPLOYEE shall not be considered to be an employee, agent, or representative of the County of Riverside.

4. CONTRACT EMPLOYEE'S COMPENSATION

- A. CONTRACT EMPLOYEE assumes full responsibility for the performance of all work described herein for which AUTHORITY will pay CONTRACT EMPLOYEE a sum not to exceed ELEVEN DOLLARS AND THIRTY FOUR CENTS (\$11.34) per hour.
- B. CONTRACT EMPLOYEE will work not less than and not more than THIRTY FIVE (35) hours per week, a week being defined as Monday through Friday. If work is performed on a weekend day, due to special events or activities, equivalent time off can be taken during the week. No overtime work is to be performed without the written prior approval of AUTHORITY. The CONTRACT EMPLOYEE will submit written documentation of hours worked on a biweekly time sheet provided by the AUTHORITY and paid for hours worked. Said sum shall include all of CONTRACT EMPLOYEE costs including, but not limited to, mileage in the event that CONTRACT EMPLOYEE uses her personal vehicle in the performance of her job duties, and any other incidentals. Said sum will be payable at regular payroll periods. AUTHORITY shall reimburse CONTRACT EMPLOYEE for reasonable expenses after CONTRACT EMPLOYEE presents an itemized account of expenditures, pursuant to AUTHORITY policy.
- C. CONTRACT EMPLOYEE shall be entitled to one week paid vacation per year, not to exceed 35 hours.
- D. Contributions by CONTRACT EMPLOYEE for Social Security, Medicare and State Disability Insurance will be deducted by AUTHORITY from bi-weekly pay. Federal and State Tax will be deducted in accordance with W-4 filing.
- E. CONTRACT EMPLOYEE is not entitled to any benefits other than those specifically listed herein.

5. WORK PRODUCT

All reports or data assembled or compiled by CONTRACT EMPLOYEE under this Agreement becomes the property of the AUTHORITY. The AUTHORITY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Assistant County Executive Officer/EDA, or an authorized designee.

6. INSURANCE

To the extent that CONTRACT EMPLOYEE uses her personal vehicle in the performance of her job duties, CONTRACT EMPLOYEE agrees to maintain, during the life of this Agreement, Automobile insurance for any personal vehicle used in the performance of duties related to this Agreement. CONTRACT EMPLOYEE agrees to provide a copy of said license or insurance to AUTHORITY.

7. SERVICE DEFICIENCIES

The parties enter into this Agreement as a mutually beneficial relationship. Should CONTRACT EMPLOYEE fail to complete the project in a professional manner as required herein, AUTHORITY shall notify CONTRACT EMPLOYEE in writing of any such deficiencies. CONTRACT EMPLOYEE shall correct deficiencies upon notification.

## 8. CONFIDENTIALITY

CONTRACT EMPLOYEE shall observe all Federal, State and County regulations concerning confidentiality of records. CONTRACT EMPLOYEE shall refer all requests for information to AUTHORITY.

9. CONFLICT OF INTEREST

CONTRACT EMPLOYEE shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

## 10. APPLICABLE LAW AND SEVERABILITY

This Agreement shall, in all respects, be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within the State of California. Nothing contained herein shall be construed so as to require the commission of any act to the contrary to law, and whenever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this document which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

## 11. ALTERATION

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

## 12. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

### 13. LICENSE AND CERTIFICATION

CONTRACT EMPLOYEE verifies upon execution of this Agreement, possession of a current and valid license (i.e. driver's license) in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under **Exhibit A**.

#### 14. 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 Agreement 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.

## 15. TERMINATION OF CONTRACT

CONTRACT EMPLOYEE acknowledges that this Agreement is terminable at-will and there is no agreement, expressed or implied, between CONTRACT EMPLOYEE and the AUTHORITY of a continuing or long term nature, and that either party has a right to terminate this Agreement, with or without cause. Such termination may be for AUTHORITY's convenience or because of CONTRACT EMPLOYEE's failure to perform its duties and obligations under this Agreement

including, but not limited to, the failure of CONTRACT EMPLOYEE to timely perform services pursuant to the Duties and Position described in Exhibit A. In the event of termination, the CONTRACT EMPLOYEE shall be compensated for all services performed and expenses incurred to the date of notice of termination. Such compensation shall be paid upon termination. Any such termination shall be effected by delivery to the CONTRACT EMPLOYEE of a Notice of Termination specifying the extent to which such termination becomes effective. If CONTRACT EMPLOYEE terminates without notice, AUTHORITY will pay said compensation within 72 hours of the termination. If CONTRACT EMPLOYEE gives 72 hours' notice prior to termination, AUTHORITY will pay said compensation at the time of termination.

16. ADMINISTRATION

The Assistant Director EDA/Housing Authority (or designee) shall administer this Agreement on behalf of AUTHORITY.

17. WAIVER

Any waiver by AUTHORITY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the AUTHORITY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping AUTHORITY from enforcement hereof.

18. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid.

19. ASSIGNMENT

This Agreement shall not be assigned by CONTRACT EMPLOYEE, either in whole or in part, without prior written consent of AUTHORITY. Any assignment or purported assignment of this Agreement by CONTRACT EMPLOYEE without the prior written consent of AUTHORITY will be deemed void and of no force or effect.

20. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties.

**AUTHORITY**



Housing Authority of the County of Riverside  
5555 Arlington Avenue  
Riverside, CA 92504-2506  
951-351-0824

By: Heidi Marshall  
Heidi Marshall  
Assistant Director EDA/Housing Authority

**CONTRACT EMPLOYEE**

By: Rae Wojtasiewicz  
Rae Wojtasiewicz  
3883 Buchanan Avenue #128  
Riverside, CA 92503  
951-371-6183

**EXHIBIT A**  
**DUTIES AND POSITION**  
**ADMINISTRATIVE SUPPORT**  
**EDDIE DEE SMITH SENIOR CENTER**

**GOALS**

The CONTRACT EMPLOYEE is responsible for administrative activities associated with the Eddie Dee Smith Senior Center.

**MEASURABLE OBJECTIVES**

To accomplish its goal, the CONTRACT EMPLOYEE must be able to do the essential job duties as follows::

**Provision of Administrative Services**

- Promote information and assistance delivery to clients of the Senior Center
- Prepare reports, correspondence, and forms as required
- File correspondence and document service usage
- Sort and distribute mail
- Answer telephones
- Provide receptionist or front counter/check-in services
- Receive and account for funds, prepare receipts and balance financial transactions
- Provide information and referral services regarding programs and services
- Utilize available technology to prepare require reports or documents

It is expected that through SENIOR CENTER SERVICES, senior citizens will receive the necessary recreation and social service resources.

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE  
AGREEMENT  
FOR CONTRACT SERVICES OF THE  
EDDIE DEE SMITH SENIOR CENTER DIRECTOR**

THIS AGREEMENT entered into this 2nd day of August, 2012, by and between the HOUSING AUTHORITY of the COUNTY of RIVERSIDE, a public body politic in the State of California, herein referred to as the "AUTHORITY", and **Lynne D. Craig**, herein referred to as "CONTRACT EMPLOYEE" sets into writing the terms and conditions under which CONTRACT EMPLOYEE shall provide services to AUTHORITY. All exhibits, by reference, become a part of this agreement as if fully written herein. CONTRACT EMPLOYEE shall comply with all laws, rules, regulations, ordinances and orders of any governmental entity relating to this Agreement. Should CONTRACT EMPLOYEE become aware that any provision of the Agreement is at variance with any such rule, law, regulation, ordinance or order; she shall promptly give notice in writing to the AUTHORITY of such variance.

WHEREAS, AUTHORITY desires all services for the purpose of managing and directing the Eddie Dee Smith Senior Center located at 5888 Mission Blvd., Rubidoux, California and,

WHEREAS, CONTRACT EMPLOYEE has the expertise, special skills, knowledge and experience to perform the duties set out herein.

NOW THEREFORE, the parties do mutually agree as follows:

1. **DUTIES AND POSITION**

CONTRACT EMPLOYEE shall perform all services for the purpose of **managing and directing** the activities of the Eddie Dee Smith Senior Center as outlined in **Exhibit A**, attached hereto. CONTRACT EMPLOYEE represents and maintains that she is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement. CONTRACT EMPLOYEE shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACT EMPLOYEE further represents and warrants to the AUTHORITY that she has all licenses, permits, qualifications and approvals of whatever nature legally required to practice her profession. CONTRACT EMPLOYEE represents that she shall keep all such licenses and approvals in effect during the term of this Agreement.

2. **JOB SHARE**

This position is a job share position and for the purposes of this Agreement, shall be defined as: an employment arrangement where two people are performing a part-time or reduced-time basis to perform a job normally fulfilled by one person working full-time.

3. **TERM**

The term of this Agreement shall commence on **July 1, 2012** and end no longer than 12 months from this date, or upon termination pursuant to Section 16, or renewal by AUTHORITY.

4. CONTRACT EMPLOYEE  
CONTRACT EMPLOYEE is, and shall be considered to be an employee, agent or representative of the AUTHORITY. Personnel performing the Services under this Agreement on behalf of AUTHORITY shall at all times be under AUTHORITY'S control. The AUTHORITY is a separate and distinct entity from the County of Riverside. CONTRACT EMPLOYEE shall not be considered to be an employee, agent, or representative of the County of Riverside.
5. CONTRACT EMPLOYEE'S COMPENSATION
- A. CONTRACT EMPLOYEE assumes full responsibility for the performance of all work described herein for which AUTHORITY will pay CONTRACT EMPLOYEE a sum not to exceed twenty six dollars and seventy-four cents (\$26.74) per hour. Said sum shall include all of CONTRACT EMPLOYEE costs including, but not limited to, cell phone expenses, mileage in the event that CONTRACT EMPLOYEE uses her personal vehicle in the performance of her job duties, and any other incidentals. Said sum will be payable at regular payroll periods. AUTHORITY shall reimburse CONTRACT EMPLOYEE for reasonable expenses after CONTRACT EMPLOYEE presents an itemized account of expenditures, pursuant to AUTHORITY policy.
- B. CONTRACT EMPLOYEE will work not less than and not more than 20 hours per week, a week being defined as Monday through Friday. CONTRACT EMPLOYEES with a JOB SHARE position shall determine the allocation of hours among them, and their combined hours shall be no more than 40 hours per week. If work is performed on a weekend day, due to special events or activities, equivalent time off can be taken during the week. No overtime work is to be performed without the written prior approval of AUTHORITY. The CONTRACT EMPLOYEE will submit written documentation of hours worked on a biweekly time sheet provided by the AUTHORITY and paid for hours worked.
- C. CONTRACT EMPLOYEE shall be entitled to one week of paid vacation per year, not to exceed 20 hours.
- D. CONTRACT EMPLOYEE will be paid for the following ten (10) holidays:
1. New Year's Day
  2. Martin Luther King Jr. Birthday
  3. President's Day
  4. Memorial Day
  5. 4th of July
  6. Labor Day
  7. Veteran's Day
  8. Thanksgiving
  9. Friday after Thanksgiving
  10. Christmas Day

- E. Contributions by CONTRACT EMPLOYEE for Social Security, Medicare and State Disability Insurance will be deducted by AUTHORITY from bi-weekly pay. Federal and State Tax will be deducted in accordance with W-4 filing.
- F. CONTRACT EMPLOYEE is not entitled to any benefits other than those specifically listed herein.
6. WORK PRODUCT  
All reports or data assembled or compiled by CONTRACT EMPLOYEE under this Agreement become the property of the AUTHORITY. The AUTHORITY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Deputy Executive Director, or an authorized designee.
7. INSURANCE  
To the extent that CONTRACT EMPLOYEE uses her personal vehicle in the performance of her job duties, CONTRACT EMPLOYEE agrees to maintain, during the life of this Agreement, Automobile insurance for any personal vehicle used in the performance of duties related to this Agreement. CONTRACT EMPLOYEE agrees to provide a copy of said license or insurance to AUTHORITY.
8. SERVICE DEFICIENCIES  
The parties enter into this Agreement as a mutually beneficial relationship. Should CONTRACT EMPLOYEE fail to perform her duties in a professional manner as required herein, AUTHORITY shall notify CONTRACT EMPLOYEE in writing of any such deficiencies. CONTRACT EMPLOYEE shall correct deficiencies upon notification.
9. CONFIDENTIALITY  
CONTRACT EMPLOYEE shall observe all Federal, State and County regulations concerning confidentiality of records. CONTRACT EMPLOYEE shall refer all requests for information to AUTHORITY.
10. CONFLICT OF INTEREST  
CONTRACT EMPLOYEE shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.
11. APPLICABLE LAW AND SEVERABILITY  
This AGREEMENT shall, in all respects, be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within the State of California. Nothing contained herein shall be construed so as to require the commission of any act to the contrary to law, and whenever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision of this document which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

12. ALTERATION  
No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
13. SEVERABILITY  
If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
14. LICENSE AND CERTIFICATION  
CONTRACT EMPLOYEE verify upon execution of this Agreement, possession of a current and valid license (i.e. driver's license) in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under **Exhibit A**. CONTRACT EMPLOYEE shall provide AUTHORITY with a copy of the required valid Commercial Driver's License Class B.
15. 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 AGREEMENT 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.
16. TERMINATION OF CONTRACT  
CONTRACT EMPLOYEE acknowledge that this Agreement is terminable AT-WILL and there is no agreement, expressed or implied, between CONTRACT EMPLOYEE and the AUTHORITY of a continuing or long term nature, and that either party has a right to terminate this agreement, with or without cause. Such termination may be for AUTHORITY's convenience or because of CONTRACT EMPLOYEE's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONTRACT EMPLOYEE to timely perform services pursuant to the Duties and Position described in Exhibit A. In the event of termination, the CONTRACT EMPLOYEE shall be compensated for all services performed and expenses incurred to the date of notice of termination. Such compensation shall be paid upon termination. Any such termination shall be effected by delivery to the CONTRACT EMPLOYEE of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective. If CONTRACT EMPLOYEE terminates without notice, AUTHORITY will pay said compensation within 72 hours of the termination. If CONTRACT EMPLOYEE gives 72 hours' notice prior to termination, AUTHORITY will pay said compensation at the time of termination.
17. ADMINISTRATION  
The Deputy Executive Director, Housing Authority (or designee) shall administer this Agreement on behalf of AUTHORITY.

18. WAIVER

Any waiver by AUTHORITY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the AUTHORITY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping AUTHORITY from enforcement hereof.

19. NOTICES

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid.

20. ASSIGNMENT

This Agreement shall not be assigned by CONTRACT EMPLOYEE, either in whole or in part, without prior written consent of AUTHORITY. Any assignment or purported assignment of this Agreement by CONTRACTOR without the prior written consent of AUTHORITY will be deemed void and of no force or effect.

21. ENTIRE AGREEMENT

This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties.

**AUTHORITY**

Housing Authority of the County of Riverside  
5555 Arlington Avenue  
Riverside, CA 92504-2506  
951-351-0700

By: Heidi Marshall  
Heidi Marshall, Deputy Executive Director

Date: 8/2/2012

**CONTRACT EMPLOYEE**

By: Lynne D. Craig  
Lynne D. Craig

Date: 08/02/12

**EXHIBIT A**  
**DUTIES AND POSITION**  
**EDDIE DEE SMITH SENIOR CENTER DIRECTOR**

**GOALS**

The CONTRACT EMPLOYEE is responsible for all management and leadership functions and activities associated with The Eddie Dee Smith Senior Center, hereinafter referred to as "SENIOR CENTER." The CONTRACT EMPLOYEE will serve in the position of Director and provide strategic leadership for the future of the SENIOR CENTER, define a vision for the future and develop plans and policies necessary to implement the vision.

**MEASURABLE OBJECTIVES**

To accomplish the SENIOR CENTER'S goals, the CONTRACT EMPLOYEE will be responsible for the following:

**1. MANAGEMENT AND LEADERSHIP/ESSENTIAL FUNCTIONS OF THE JOB**

- Supervise the day-to-day operation of the SENIOR CENTER, including all administrative and program activities, and support staff to ensure it remains open Monday through Friday from 8:00 am to 3:00 pm. CONTRACT EMPLOYEE must have a California Commercial Driver's License, Class B.
- Plan and facilitate programs and activities, including, but not limited to, social, educational, recreational and health related programs. This responsibility includes the operation of transportation services, such as utilizing the Senior Center's van.
- Explore referral sources to maximize services.
- Promote a continuum of nutrition services.
- Coordinate the use of the facility, special events planning and recruitment of special services.
- Oversee safekeeping of corporate documents, legal and financial record keeping and reporting, and all systems related to accountability and investment of funds.
- Maintain proper records and data to report monthly accomplishments and services provided.
- Oversee the Advisory Committee.
- Support and enforce the Policies and Procedures for the Senior Center in accordance with the policy.

**2. FISCAL/ASSET MANAGEMENT**

- Assist the HOUSING AUTHORITY to carry out its fiscal and/or fiduciary duties.
- Provide year-to-date reports to the HOUSING AUTHORITY.
- Monitor spending and ensure compliance with annual operating budget.



3. FUNDRAISING

- Direct all activities and relationships necessary to develop and maintain philanthropic support.
- Oversee and coordinate the submission of grant proposals.
- Write correspondence, case statements and gift proposals relating to the above.

4. PUBLIC RELATIONS

- Represent the SENIOR CENTER in the community.
- Promote its services and engage community participation.

It is expected that through SENIOR CENTER services, senior citizens will receive the necessary recreation and social service resources.

1                   **LEASE FOR THE NORTON YOUNGLOVE COMMUNITY CENTER**  
2                   **FROM THE COUNTY OF RIVERSIDE TO**  
3                   **FAMILY SERVICE ASSOCIATION OF WESTERN RIVERSIDE COUNTY**

4           This LEASE is made and entered into on this 1st day of July, 2010, by and between the County  
5 of Riverside (hereinafter COUNTY), and the Family Service Association of Western Riverside County,  
6 Inc. a California nonprofit corporation, (hereinafter LESSEE), for the property described below upon  
7 the following terms and conditions:

8                   **RECITALS**

9           **WHEREAS**, LESSEE conducts programs which provide supportive services for citizens  
10 residing in the unincorporated area of Highgrove within County Service Area 126 and COUNTY has  
11 been contributing funding to assist LESSEE in those supportive services;

12           **WHEREAS**, in order to enhance and otherwise further LESSEE's community service  
13 programs, which are deemed by the Board of Supervisors as necessary to meet the social needs of  
14 certain residents of the County of Riverside as they relate to health and welfare, COUNTY desires to  
15 lease the property described below available to the LESSEE pursuant to the provision contained in  
16 Section 26227 of the Government Code; and

17           **WHEREAS**, COUNTY, owner of certain real property hereinafter described and referenced as  
18 the CENTER, desires to lease to LESSEE and LESSEE desires to lease from COUNTY the CENTER.

19           **SECTION 1. DESCRIPTION.** The property leased shall be known as the Norton Younglove  
20 Community Center (hereinafter CENTER) and consists of a multi-purpose facility of approximately  
21 twelve thousand (12,000) square feet located at 459 Center Street, Highgrove, California identified as  
22 Assessor's Parcel Number 255-080-0417 located adjacent to Highgrove Community Park.

23           **SECTION 2. USE.** The property is leased to LESSEE for the purpose of administering social  
24 services, expanding community services, and conducting supportive services for citizens residing in  
25 the County of Riverside. LESSEE shall at its discretion provide additional services or modify the

1 implementation of their programs to ensure that the needs of the community are being met. The  
2 leased premises shall not be used for any other purpose without first obtaining the written consent of  
3 the COUNTY.

4 **SECTION 3. TERM.**

5 A. The term of this Lease shall be for a three (3) year period commencing July 1, 2010,  
6 and terminating June 30, 2013.

7 B. Any holding over by LESSEE after the expiration of said term shall be deemed a month-  
8 to-month tenancy upon the same terms and conditions of the Lease.

9 C. Hours of Operation:

- 10 1. CENTER hours will reflect the needs of the community.  
11 2. CENTER may close on observed holidays.

12 **SECTION 4. EXTENSION.** An extension of the terms of this lease shall be upon mutual  
13 agreement by COUNTY and LESSEE, and shall be incorporated by amendment to the lease.

14 **SECTION 5. RENT.** LESSEE shall pay One Dollar (\$1.00) per year upon execution of this  
15 Lease and each year thereafter to the County for the term of this lease which shall constitute "Rent"  
16 under this lease.

17 **SECTION 6. UTILITIES.** LESSEE shall pay for all utility services used in connection with the  
18 operation of the premises throughout the term of this lease including, but not limited to: water, sewer,  
19 gas, refuse removal, electrical, fire alarm service and telephone services, as may be required for the  
20 maintenance and use of the leased premises.

21 **SECTION 7. MAINTENANCE.** LESSEE shall maintain the premises including, but not limited  
22 to air-conditioning equipment, heating equipment, plumbing, electrical wiring and fixtures, fire alarm  
23 windows and structural parts in good working condition and repair, and in compliance with federal,  
24 state, and local laws, ordinances, rules and regulations relating to fire, health and safety, and LESSEE  
25 shall maintain property landscaping and irrigation in good clean healthy condition. Any dead or dying

1 plants, turf or trees shall be replaced in a timely fashion. COUNTY will continue to assume "landlord"  
2 responsibility and will continue to provide for capital improvements (in excess of \$5,000 per year)  
3 including, but not limited to: HV/AC repair/replacement, electrical system, plumbing, etc.

4 **SECTION 8. IMPROVEMENTS BY LESSEE.** LESSEE at its expense, shall prepare the  
5 premises for useful occupancy as necessary to perform the functions required. LESSEE agrees to  
6 submit any construction and capital improvement plans for the CENTER to COUNTY for review and  
7 approval prior to installation or construction. LESSEE understands and agrees that such  
8 improvements, alterations and installation of fixtures are subject to County Ordinances No. 348 and  
9 457, as well as other applicable County ordinances. All alterations and improvements to be made and  
10 fixtures installed or caused to be mad and installed, by LESSEE shall become the property of  
11 COUNTY with the exception of trade fixtures as such term is used in Section 1019 of the Civil Code. At  
12 or prior to the expiration of this lease, LESSEE may remove such trade fixtures, provided, however,  
13 that such removal does not cause injury or damage to the leased premises, or in the event it does,  
14 LESSEE shall restore the premises to their original shape and condition. In the event such trade  
15 fixtures are not removed, COUNTY may at its own discretion either: 1) remove and store such fixtures  
16 and restore the premises for the account of LESSEE, and in such event, LESSEE shall within thirty  
17 (30) days after billing and accounting reimburse COUNTY for the costs so incurred, or 2) take and hold  
18 such fixtures as its sole property.

19 **SECTION 9. OPTION TO TERMINATE.**

20 **A.** LESSEE shall have the option to terminate this lease if the CENTER is  
21 destroyed or damaged to the extent that they cannot be repaired within sixty (60) days, or if more than  
22 twenty five percent (25%) of the premises is destroyed. If LESSEE elects not to terminate this lease  
23 despite partial damage or destruction of the CENTER, then LESSEE shall at its sole expense, make  
24 any repairs needed to the CENTER as the result of said damage or destruction. LESSEE reserves the  
25 right to determine what, if any, portions of the premises are usable.

1           B.     LESSEE may terminate this lease by giving thirty (30) days written notice to the  
2 County if funding for the operation and maintenance of the CENTER is discontinued or otherwise  
3 approved.

4           C.     COUNTY may terminate this lease in the event of material default and breach of  
5 this lease, by giving thirty (30) days written notice of such breach and LESSEE has failed to either cure  
6 the default or commence such cure in a timely manner.

7           D.     COUNTY or LESSEE may terminate this Lease by giving sixty (60) days written  
8 notice to other party.

9           **SECTION 10. NOTICES.** Any notices required or desired to be served by either party upon the  
10 other shall be deemed delivered if sent by certified mail, return receipt requested to:

11           **COUNTY**

12           Robert Field  
13           Assistant County Executive Officer  
14           Economic Development Agency  
15           3403 Tenth Street, Suite 300  
16           Riverside, CA 92501

11           **LESSEE**

12           Dom Betro, President/CEO  
13           Family Service Association  
14           of Western Riverside County, Inc.  
15           3634 Elizabeth Avenue  
16           Riverside, CA 92506

17 or to such other addresses as from time to time shall be designated by the respective PARTIES.

18           **SECTION 11. ASSIGNMENT & SUBLEASES.** LESSEE shall not assign this lease, or  
19 sublease the CENTER without the written consent of COUNTY. Such consent will not be unreasonably  
20 withheld, if the assignment and/or sublease assist.

21           **SECTION 12. INDEMNIFICATION.** LESSEE shall indemnify and hold harmless the County of  
22 Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers,  
23 Board of Supervisors, elected and appointed officials, employees, agents and representatives from  
24 any liability whatsoever, based or asserted upon any act or omission of LESSEE, its officers,  
25 employees, subcontractors, agents or representatives arising out of or in any way relating to or in any  
way connected with the leased premises or this Agreement, including but not limited to property

1 damage, bodily injury, or death or any other element of any kind or nature whatsoever. LESSEE shall  
2 defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of  
3 investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts,  
4 Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected  
5 and appointed officials, employees, agents and representatives in any claim or action based upon  
6 such alleged acts or omissions.

7 With respect to any action or claim subject to indemnification herein by LESSEE, LESSEE  
8 shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to  
9 adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided,  
10 however, that any such adjustment, settlement or compromise in no manner whatsoever limits or  
11 circumscribes LESSEE's indemnification to COUNTY as set forth herein.

12 LESSEE's obligation hereunder shall be satisfied when LESSEE has provided to COUNTY the  
13 appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

14 The specified insurance limits required in the Agreement shall in no way limit or circumscribe  
15 LESSEE's obligations to indemnify and hold harmless the COUNTY herein from third party claims.

16 In the event there is conflict between this clause and California Civil Code Section 2782, this  
17 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
18 LESSEE from indemnifying the COUNTY to the fullest extent allowed by law.

19 **SECTION 13. BINDING ON SUCCESSORS.** The terms and conditions herein contained shall  
20 apply to and bind the heirs, successors in interest, executors, administrators, representatives, and  
21 assigns of all the parties hereto.

22 **SECTION 14. GOVERNING LAW; JURISDICTION.** This Agreement shall be governed by and  
23 construed in accordance with the laws of the State of California. The COUNTY AND LESSEE agree  
24 that this Agreement has been entered into at Riverside, California, and that any legal action related to  
25 the interpretation or performance of the Agreement shall be filed in the Municipal/Superior Court for

1 the State of California, in Riverside, California.

2 **SECTION 15. INSURANCE.** Without limiting or diminishing the LESSEE's obligation to  
3 indemnify or hold the COUNTY harmless, LESSEE shall procure and maintain or cause to be  
4 maintained, at its sole cost and expense, the following insurance coverages during the term of this  
5 Agreement:

6 **15.1 Workers' Compensation**

7 If the LESSEE has employees as defined by the State of California, the LESSEE shall maintain  
8 statutory Worker's Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
9 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
10 limits not less than One Million Dollars (\$1,000,000) per person per accident. The policy shall be  
11 endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a  
12 Borrowed Servant/Alternate Employer Endorsement.

13 **15.2 Commercial General Liability**

14 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
15 contractual liability, products and completed operations liability, personal and advertising injury  
16 covering claims which may arise from or out of LESSEE'S performance of its obligations hereunder.  
17 Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of  
18 Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed  
19 officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than  
20 One Million Dollars (\$1,000,000) per occurrence combined single limit. If such insurance contains a  
21 general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the  
22 occurrence limit.

23 **15.3 Vehicle Liability**

24 If LESSEE'S vehicles or mobile equipment are used in the performance of the obligations  
25 under this Agreement, the LESSEE shall maintain liability insurance for all owned, non-owned or hired

1 vehicles so used in an amount not less than One Million Dollars (\$1,000,000) per occurrence  
2 combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to  
3 this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies,  
4 Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors,  
5 officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as  
6 Additional Insured's.

#### 7 **15.4 Professional Liability Insurance**

8 LESSEE shall maintain Professional Liability Insurance providing coverage for the LESSEE's  
9 performance of work included within this Agreement, with a limit of liability of not less than One Million  
10 Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. If  
11 LESSEE's Professional Liability Insurance is written on a claims made basis rather than an occurrence  
12 basis, such insurance shall continue through the term of this Agreement and LESSEE shall purchase  
13 at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or  
14 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the  
15 inception of this Agreement; or 3) demonstrate through Certificates of Insurance that LESSEE has  
16 maintained continuous coverage with the same or original issuer. Coverage provided under items; 1),  
17 2) or 3) will continue for a period of five (5) years beyond this Agreement.

#### 18 **15.5 General Insurance Provisions – All lines**

19 a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the  
20 State of California and have an A M Best rating of not less than A:VIII (A:8) unless such requirements  
21 are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a  
22 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one  
23 policy term.

24 b) The LESSEE'S insurance carrier(s) must declare its insurance deductibles or self-  
25 insured retentions. If such deductibles or self-insured retentions exceed Five Hundred Thousand



1 Dollars (\$500,000) per occurrence such deductibles and/or retentions shall have the prior written  
2 consent of the COUNTY Risk Manager before the commencement of operations under this  
3 Agreement. Upon notification of deductibles or self insured retention's unacceptable to the COUNTY,  
4 and at the election of the Country's Risk Manager, LESSEE'S carriers shall either; 1) reduce or  
5 eliminate such deductibles or self insured retention's as respects this Agreement with the COUNTY, or  
6 2) procure a bond which guarantees payment of losses and related investigations, claims  
7 administration, and defense costs and expenses.

8 c) LESSEE shall cause LESSEE'S insurance carrier(s) to furnish the COUNTY of Riverside  
9 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
10 Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by  
11 the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements  
12 and all attachments thereto, showing such insurance is in full force and effect. Further, said  
13 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty  
14 (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification,  
15 cancellation, expiration or reduction in coverage of such insurance. In the event of a material  
16 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
17 forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly  
18 executed original Certificate of Insurance and original copies of endorsement or certified original  
19 policies, including all endorsements and attachments thereto evidencing coverage's set forth herein  
20 and the insurance required herein is in full force and effect. **LESSEE shall not commence**  
21 **operations until the COUNTY has been furnished original Certificate(s) of Insurance and**  
22 **certified original copies of endorsement or policies of insurance including all endorsements**  
23 **and any and all other attachments as required in this Section. An individual authorized by the**  
24 **insurance carrier to do so on its behalf shall sign the original endorsements for each policy**  
25 **and the Certificate of Insurance.**

1 d) It is understood and agreed to by the parties hereto and the insurance company(s), that  
2 the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary  
3 insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-  
4 insured programs shall not be construed as contributory.

5 e) The COUNTY'S Reserved Rights-Insurance. If, during the term of this Agreement or  
6 any extension thereof, there is a material change in the scope of services; or, there is a material  
7 change in the equipment to be used in the performance of the scope of work (such as the use of  
8 aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under  
9 this Agreement and the monetary limits of liability for the insurance coverage's currently required  
10 herein, if, in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance  
11 carried by the LESSEE has become inadequate.

12 f) LESSEE shall pass down the insurance obligations contained herein to all tiers of  
13 subcontractors working under this Agreement.

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

16 **SECTION 16. DEFAULT.**

17 A. This lease shall be in default if LESSEE uses the CENTER for any purpose other than  
18 that authorized in the lease, fails to maintain the CENTER or the improvements in the manner  
19 provided for in the lease, fails to pay any installment of rent or other sum when due as provided for in  
20 the lease, fails to comply with or perform any other covenant, condition, provision or restriction  
21 provided for in the lease, abandons the CENTER, allows the CENTER to be attached, levied upon, or  
22 seized under legal process, or if the LESSEE files or commits an act of bankruptcy, has a receiver or  
23 liquidator appointed to take possession of the CENTER, or commits or permits waste on the property,  
24 then the LESSEE shall be deemed in default under the terms of the lease.

25 B. COUNTY shall provide LESSEE with a thirty (30) day written notice to remedy any and

1 all defaults. Upon the failure of LESSEE to properly address default provisions, COUNTY shall have  
2 the right to terminate this lease and retake possession of the CENTER together with all additions,  
3 alterations, and improvements thereto. COUNTY shall also retain all rights to seek any and all  
4 remedies at law or in equity available in the event of LESSEE's default under the terms in Section 16.

5 **SECTION 17. ENTIRE LEASE.** This lease is intended by the Parties hereto as a final  
6 expression of their understanding with respect to the subject matter hereof and as a complete and  
7 exclusive statement of the terms and conditions thereof and supersedes any and all prior and  
8 contemporaneous leases, agreements and understandings, oral or written, in connection therewith.  
9 This lease may be changed or modified only upon the written consent of the Parties hereto.

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11 ///  
12 ///

IN WITNESS WHEREOF, the County of Riverside and Family Service Association of Western Riverside County, Inc. have executed this lease as of the date first above written.

FAMILY SERVICE ASSOCIATION OF  
WESTERN RIVERSIDE COUNTY, INC.

By: Dom Betro  
Dom Betro, President/CEO

COUNTY ~~OF~~ RIVERSIDE

By: Robert Field  
Robert Field  
Assistant County Executive Officer/EDA

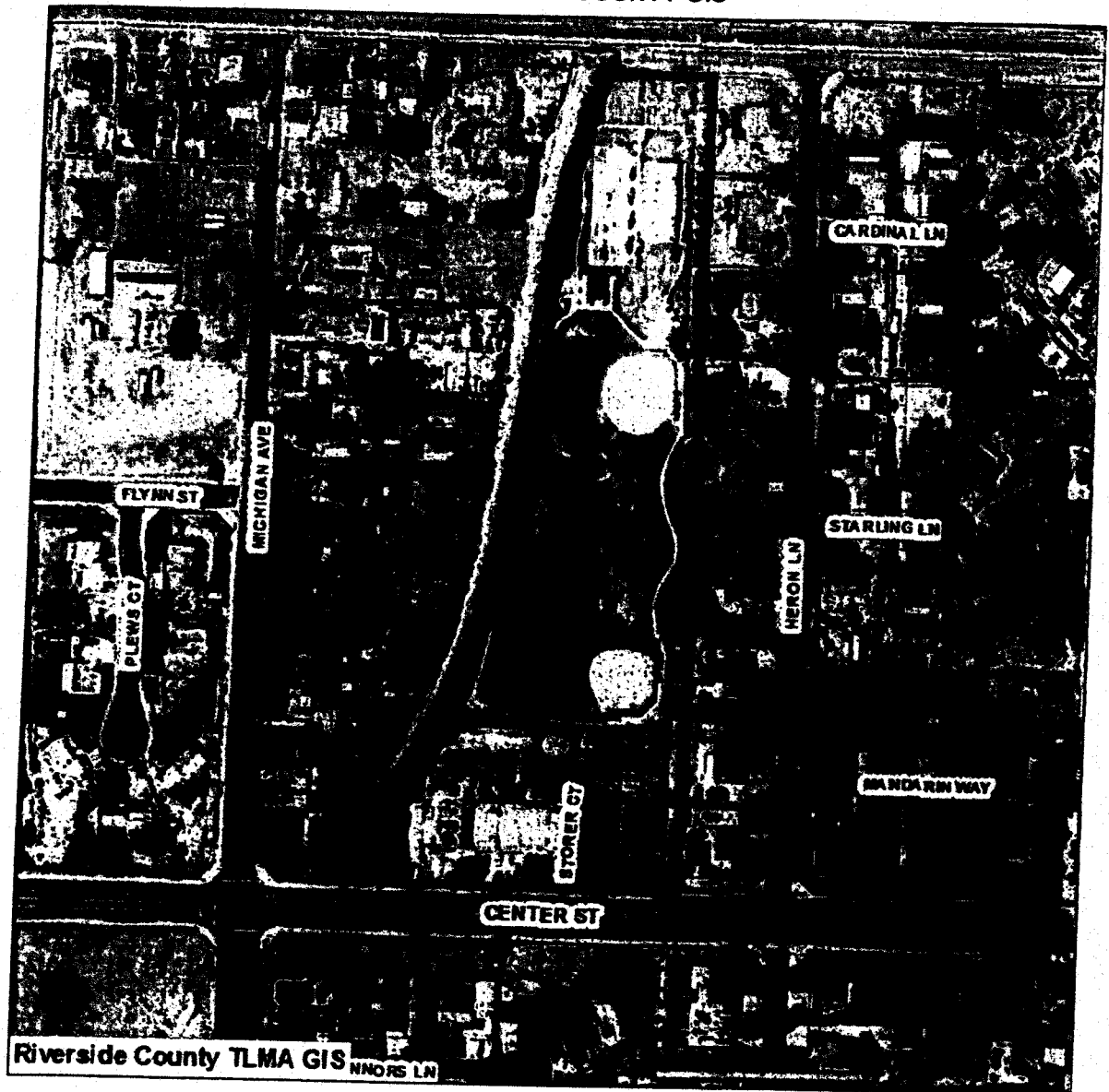
**APPROVED AS TO FORM:**

**Pamela J. Walls**  
**County Counsel**

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

TW:jw  
6/24/10<sub>16</sub>  
RV464  
13.094

# RIVERSIDE COUNTY GIS



Selected parcel(s):  
255-080-041

**\*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.

REPORT PRINTED ON...Wed Jun 16 10:43:10 2010

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**LEASE**

**County Service Area 36**

**25925 Cedar Street, Idyllwild, California**

Jay William Johnson, as Trustee for the legal heirs of Gerald E. Johnson & Eleanor S. Johnson, herein called Lessor, leases to the COUNTY OF RIVERSIDE, herein called County, the property described below under the following terms and conditions:

**1. Description.** The premises leased hereby consist of a building with an address of 25925 Cedar St., Idyllwild, California, located on those certain parcels of land identified as Assessor Parcel Numbers 563-292-006 and 563-292-007 (the building and land collectively referred to as the "leased premises").

**2. Use.** The premises are leased to County primarily for the purpose of providing office space for use by County Service Area 36, but may be used for any official business of County government. County shall have exclusive possession of the leased premises and the land. It is anticipated that Lessor shall donate the land to County prior to the end of the lease term. Prior to such conveyance, the County shall have the right to conduct due diligence, which may include obtaining an environmental report along with lead/asbestos testing. Lessor hereby consents to permitting of such activity on the leased premises.

**3. Term.** The Term of this Lease shall be for a period of six months commencing December 15, 2012, subject to the provisions contained in Paragraph 13 herein. Any holding over by County after the expiration of said term shall be deemed a month-to-month tenancy upon the same terms and conditions of this Lease. County shall have the right of first refusal as to the renewal of this Lease at the expiration of said term on whatever terms and conditions Lessor may then offer.

1           **4. Options to Extend.** None.

2           **5. Rent.** County shall pay the sum of \$1.00 per month to Lessor as rent for  
3 the leased premises, payable for the entire term in advance, receipt and sufficiency of  
4 which is hereby acknowledged, upon full execution of this lease. County shall  
5 reimburse Lessor for any real estate taxes or assessments that become due and  
6 payable during the lease term.

7           **6. Custodial.** County shall provide, or cause to be provided, and pay for  
8 all custodial services in connection with the leased premises.

9           **7. Utilities.** County shall pay for all utility services used in connection  
10 with the leased premises, including, but not limited to, telephone, electric, water, gas,  
11 refuse collection and sewer services, as may be required in the maintenance,  
12 operation and use of the leased premises.

13           **8. Maintenance.** Lessor warrants that the leased premises shall be in  
14 good and suitable condition for the uses contemplated herein at such time as County  
15 can take useful occupancy. County shall keep the leased premises in such good  
16 condition, and in compliance with all federal, state and local laws, ordinances, rules,  
17 codes and regulations including but not limited to fire, health and safety. Additionally,  
18 County shall maintain the exterior and interior of the leased premises, including, but not  
19 limited to, insect/pest control services, air conditioning equipment, heating equipment,  
20 plumbing, electrical wiring and fixtures, windows and structural parts, in good working  
21 condition and repair.

22           **9. Improvements by Lessor.** Not applicable

23           **10. Improvements by County.** Any alterations, improvements or  
24 installation of fixtures to be undertaken by County shall have the prior written consent  
25 of Lessor after County has submitted plans for any such proposed alterations,  
26 improvements or fixtures to Lessor in writing. Such consent shall not be unreasonably  
27 withheld by Lessor. All alterations and improvements made, and fixtures installed, by  
28 County shall remain County property and may be removed by County at or prior to the

1 expiration of this Lease; provided, however, that such removal does not cause injury or  
2 damage to the leased premises, or in the event it does, the premises shall be restored.

3 **11. Indemnification and Hold Harmless.**

4 (a) County shall indemnify and hold harmless the Lessor Parties  
5 from any liability, including, but not limited to, property damage, bodily injury, or death,  
6 based or asserted on events which may occur within the County leased premises and  
7 is under the control of the County arising out of or from its use and occupancy relating  
8 to this Lease. County shall not indemnify Lessor Parties for liability arising within the  
9 County leased premises when such liability arose out of or from Lessor's acts,  
10 negligence, omissions or its responsibilities under the terms of this Lease. (b) With  
11 respect to any action or claim subject to indemnification herein, the indemnifying party  
12 shall, at their sole cost, have the right to use counsel of their choice and shall have the  
13 right to adjust, settle, or compromise any such action or claim without the prior consent  
14 of the indemnified party.

15 (c) The paragraphs of this Paragraph 11 shall survive the expiration  
16 or earlier termination of this Lease.

17 **12. Insurance.** County shall self-insure the leased premises.

18 **13. Termination.** This lease shall self-terminate upon recorded  
19 conveyance of the property of which the leased premises are a part from Lessor to  
20 County of Riverside on behalf of County Service Area 36.

21 **14. Notices.** Any notices required or desired to be served by either party  
22 upon the other shall be addressed to the respective parties as set forth below:

23  
24 County:

Lessor:

25  
26 County of Riverside  
27 Economic Development Agency  
28 Real Estate Division

Jay William Johnson  
P.O. Box 322  
Idyllwild, CA 92549



1 3403 10<sup>th</sup> Street, Suite 500

2 Riverside, California 92501

3  
4 or to such other addresses as from time to time shall be designated by the respective  
5 parties.

6 **15. Quiet Enjoyment.** Lessor covenants that County shall at all times during  
7 the term of this Lease peaceable and quietly have, hold and enjoy the use of the  
8 leased premises so long as County shall fully and faithfully perform the terms and  
9 conditions that it is required to do under this Lease.

10 **16. Binding on Successors.** The terms and conditions herein contained  
11 shall apply to and bind the heirs, successors in interest, executors, administrators,  
12 representatives and assigns of all the parties hereto.

13 **17. Severability.** The invalidity of any provision in the Lease as determined  
14 by court of competent jurisdiction shall in no way affect the validity of any other  
15 provision hereof.

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

21 **19. County's Representative.** County hereby appoints the Assistant County  
22 Executive Officer/EDA as its authorized representative to administer this Lease.

23 **20. Entire Lease.** This Lease is intended by the parties hereto as a final  
24 expression of their understanding with respect to the subject matter hereof and as a  
25 complete and exclusive statement of the terms and conditions thereof and supersedes  
26 any and all prior and contemporaneous leases, agreements and understandings, oral  
27 or written, in connection therewith. This Lease may be changed or modified only upon  
28 the written consent of the parties hereto.

1       **21. Interpretation.** The parties hereto have negotiated this Lease, and no  
2 provision contained herein shall be construed against County solely because it  
3 prepared this Lease in its executed form.

4       **22.** This Lease shall not be binding or consummated until its approval by the  
5 County.

6 Dated: \_\_\_\_\_  
7

8                   **Jay William Johnson, as Trustee for the**  
9                   **legal heirs of Gerald E. Johnson & Eleanor**  
10                   **S. Johnson (Lessor)**

11 By: \_\_\_\_\_  
12                   Jay William Johnson

13 Dated: \_\_\_\_\_  
14

15                   **COUNTY OF RIVERSIDE**

16 By: \_\_\_\_\_  
17                   Robert Field,  
18                   Assistant County Executive Officer/EDA

19 Approved as to Form:  
20 Pamela J. Walls  
21 County Counsel

22 By: \_\_\_\_\_  
23                   Patricia Munroe, Deputy  
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1. *Journal of the American Medical Association*, 1997; 277: 1033-1037.

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**ARTICLE II**

**RENT, TAXES AND UTILITIES**

2.1 Rent. Lessee shall pay \$5,930.00 per month to County as rent for the Center payable on the first day of each and every month during the Agreement Term as set forth in section 1.2 of this agreement. Lessee shall pay no rent for the first six months of the Term. In the event it is necessary to prorate the rent, the rent shall be prorated on a thirty (30) day basis. Rent shall commence 180 days from the date of occupancy.

2.2 Taxes and Assessments. During the term of this Agreement, Lessee also agrees to pay, or cause to be paid, all applicable real and personal property taxes, general and special assessments, including the Possessory Interest Tax and other charges of every description as may be levied on or assessed against the personal property owned by Lessee. Lessee understands and agrees that it may be subject to a possessory interest tax in accordance with the California Revenue and Taxation Code.

2.3 Utilities. During the term of this Agreement, County shall pay, or cause to be paid, all utilities used upon the Premises including without limitation including water, gas, heat, electrical, telephone service connections, refuse collection and removal, and all other services supplied to the Premises, except for desk telephones and internet charges, which shall be the responsibility of Lessee.

**ARTICLE III**

**USE, MAINTENANCE, COMPLIANCE WITH LAWS, OBLIGATIONS**

3.1 Limitations on Use. The Center shall be leased and operated by Lessee for the sole purpose of providing medical and dental services for the community and for the benefit of residents and the general population of the community of Mead Valley.

3.2 Services to Low and Moderate Income Residents. Lessee shall use its best efforts to ensure that the medical and dental services provided pursuant to this Agreement shall be made available and accessible to the low and moderate income residents of the community of Mead Valley and Riverside County. Lessee shall submit,

1 a written annual report of its compliance with this section to the County each year on or  
2 before the anniversary date of this Agreement in the form and manner prescribed by  
3 County

4 3.4 No Liens or Easements. Except for permitted encumbrances,  
5 easements, and restrictions approved in writing by County, Lessee agrees and  
6 covenants not to place or allow to be placed any deed of trust, mortgage, or any other  
7 type of lien upon the Property during the term of this Agreement without the written  
8 consent of County, which consent shall be in County's absolute discretion.

9 3.5 Maintenance of the Center. County shall, at its sole cost and expense,  
10 maintain, or cause to be maintained, the Center, including but not limited to the  
11 mechanical, electrical, plumbing, and all operating systems including the parking lot  
12 and landscaping in good condition and repair for the purposes in Section 3.1 and 3.2  
13 above and in accordance with all applicable laws, including without limitation such  
14 zoning, safety ordinances and laws, environmental regulations, and such rules and  
15 regulations hereunder as may be binding upon County.

16 3.6 Furniture, Fixtures and Equipment. County and Lessee agree and  
17 acknowledge that the County has provided and installed furniture, fixtures and  
18 equipment for the operation of the Center related to the provision of medical and dental  
19 services (Equipment) as set forth in Exhibit "B" attached hereto and incorporated  
20 herein. Lessee shall, at its sole cost and expense, be responsible for all necessary  
21 maintenance, repair and replacement of the Equipment.

22 3.7 Compliance with Laws and Restrictions. Lessee shall, at its sole cost  
23 and expense, obtain any and all necessary permits and licenses, and shall fully comply  
24 with all applicable ordinances, including building and zoning ordinances. Lessee  
25 further agrees to use the Center in compliance with all laws now in force or which may  
26 hereafter be in force relative to its use as outlined in Section 3.1 above, including  
27 without limitation compliance with all federal, state, and local statutes and regulations,  
28 as well as all covenants, conditions, and restrictions contained in this Agreement.

1           3.8   Additional Obligations.

2           (a)   Lessee Obligations. Lessee shall be obligated to provide medical  
3 and dental services to the community and the citizens of Riverside County.  
4 Medical/Dental services shall be provided Monday through Friday from 9:00 am - 5:00  
5 pm and may be open evenings, weekends, and holidays at the discretion of Lessee.

6           (b)   Lessee shall, at its sole cost and expense, be responsible for all  
7 janitorial services.

8   **ARTICLE IV**  
9   **FINANCING AND CONTRACTING WITH**  
10    **THIRD PARTIES**

11           4.1   Contracting with Third Parties. Lessee, in Lessee's discretion, may enter  
12 into Agreements and contracts for the purpose of providing janitorial services and in  
13 connection with the uses required to be performed as set forth in Section 3.1 above on  
14 the Center, except that any and all Agreements and/or contracts for the use and  
15 occupancy of space by third parties shall be subject to approval by County in County's  
16 sole discretion. All such Agreements and contracts, to the extent approved by County,  
17 shall contain provisions necessary to protect the County, its officers, employees,  
18 successors, and assigns from any liability arising out of the operation, maintenance or  
19 replacement of any improvements and facilities in the Center as a result of such third  
20 party use or occupancy. The term of any permit, contract, or other Agreement entered  
21 into by Lessee affecting or related to the Center shall not under any circumstances  
22 exceed the term of this Agreement.

23           4.2   No Assignment or Sublease. Lessee shall not assign or sublease the  
24 Property without the written consent of the County. Such consent shall be in the sole  
25 and absolute discretion of the County.

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**ARTICLE V**  
**INSURANCE**

5.1 Insurance. Without limiting or diminishing the Lessee's obligation to indemnify and hold the County harmless as set forth in section 10.1, Lessee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

(a) Workers' Compensation: If Lessee has employees as defined by the State of California, Lessee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

(b) Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may relate to, arise from or out of Lessee's performance of its obligations hereunder. Policy shall name the County, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Lessee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains

1 a general aggregate limit, it shall apply separately to this Agreement or be no less than  
2 two (2) times the occurrence limit. Policy shall name, the County of Riverside, its  
3 Agencies, Districts, Special Districts, and Departments, their respective directors,  
4 officers, Board of Supervisors, employees, elected or appointed officials, agents or  
5 representatives as Additional Insured.

6 (d) General Insurance Provisions - All lines:

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

13 2) The Lessee's insurance carrier(s) must declare its  
14 insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per  
15 occurrence such retentions shall have the prior written consent of the County's Risk  
16 Manager before the commencement of operations under this Agreement. Upon  
17 notification of self-insured retention unacceptable to the County, and at the election of  
18 the County's Risk Manager, Lessee's carriers shall either: 1) reduce or eliminate such  
19 self-insured retention as respects this Agreement with the County, or 2) procure a bond  
20 which guarantees payment of losses and related investigations, claims administration,  
21 and defense costs and expenses.

22 3) Lessee shall cause Lessee's insurance carrier(s) to furnish  
23 the County with either 1) a properly executed original Certificate(s) of Insurance and  
24 certified original copies of Endorsements effecting coverage as required herein, and 2)  
25 if requested to do so orally or in writing by the County's Risk Manager, provide original  
26 Certified copies of policies including all Endorsements and all attachments thereto,  
27 showing such insurance is in full force and effect. Further, said Certificate(s) and  
28 policies of insurance shall contain the covenant of the insurance carrier(s) that thirty



1 (30) days written notice shall be given to the County prior to any material modification,  
2 cancellation, expiration or reduction in coverage of such insurance. In the event of a  
3 material modification, cancellation, expiration, or reduction in coverage, this Agreement  
4 shall terminate forthwith, unless the County receives, prior to such effective date,  
5 another properly executed original Certificate of Insurance and original copies of  
6 endorsements or certified original policies, including all endorsements and attachments  
7 thereto evidencing coverage's set forth herein and the insurance required herein is in  
8 full force and effect. Lessee shall not commence operations until the County has been  
9 furnished original Certificate(s) of Insurance and certified original copies of  
10 endorsements and if requested, certified original policies of insurance including all  
11 endorsements and any and all other attachments as required in this Section. An  
12 individual authorized by the insurance carrier to do so on its behalf shall sign the  
13 original endorsements for each policy and the Certificate of Insurance.

14 4) If, during the term of this Agreement or any extension  
15 thereof, there is a material change in the permitted use, the County reserves the right  
16 to adjust the types of insurance required under this Agreement and the monetary limits  
17 of liability for the insurance coverage's currently required herein if, in the County Risk  
18 Manager's reasonable judgment, the amount or type of insurance carried by the  
19 Lessee has become inadequate.

20 5) Lessee shall pass down the insurance obligations contained  
21 herein to all tiers of vendors working under this Agreement.

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

24 7) Lessee shall notify County of any claim by a third party or  
25 any incident or event that may give rise to a claim arising from the performance of this  
26 Agreement within 10 days of receipt of notice thereof.

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**ARTICLE VI**  
**DAMAGE OR DESTRUCTION**  
**DURING TERM OF AGREEMENT**

6.1 Restoration of Property. If during the term of this Agreement, the Center is damaged, whether or not from a risk covered by insurance, and subject to the other provisions of this Agreement regarding termination, County shall have the option, but shall not be obligated to make the repairs necessary to restore the Center and all the improvements thereon, to a condition for occupancy or use comparable to the condition thereof before such damage provided that if County determines in its sole discretion, that it is not feasible to do so, County shall have the right to terminate this Lease and Operating Agreement.

**ARTICLE VII**  
**DEFAULT AND TERMINATION**

7.1 Events of Default. The following events shall be a default by Lessee (Event of Default):

(a) Failure of Lessee to perform or observe any provisions or condition of this Agreement, including, but not limited to compliance with the uses outlined in Section 3.1., and including the failure to pay rent or any other payment required.

(b) The subjection of any material right or interest of Lessee to attachment, execution, or other levy, or to seizure under legal process which would materially interfere with Lessee's ability to comply with the required uses set forth in Section 3.1 above in the Center.

(c) In the event the Center becomes a public nuisance or disturbs the peace and tranquility of the surrounding residents as adjudicated by the final judgment of a court of competent jurisdiction.

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1           7.2   Notice and Right to Cure. Prior to pursuing any remedy for an alleged  
2 default of Lessee, County shall provide written notice of default to Lessee. Each notice  
3 of default shall specify in detail the alleged "Event of Default" and the intended remedy.  
4 Lessee shall have thirty (30) days after notice is delivered (see Section 11.4: Notices,  
5 below) to cure the alleged default. In the event that any non-monetary default is of  
6 such a nature that the same cannot reasonably be cured within the thirty (30) day  
7 period described above, then the cure period shall be extended by such further  
8 reasonable period (not to exceed an additional 90 days) so long as Lessee  
9 commences the cure within the thirty (30) day period described above and thereafter  
10 diligently prosecutes the cure to completion.

11           7.3   Remedies. In the event a material default by Lessee continues uncured  
12 for a period of thirty (30) days following written notice, unless a longer cure period is  
13 provided pursuant to Section 7.2, in addition to the rights and remedies provided by law  
14 or equity, County may at its election terminate this Agreement by giving Lessee written  
15 notice of termination. On the giving of notice of termination, all of Lessee's rights to  
16 occupancy of the Property and improvements shall terminate. Promptly after notice of  
17 termination, Lessee shall surrender and vacate the Property, Equipment, and all  
18 improvements in good and clean condition.

19           7.4   Early Termination by Lessee. In the event that Lessee's funding is  
20 withdrawn, Lessee may terminate this Agreement by giving written notice to County at  
21 least forty-five (45) days in advance. Upon such termination, Lessee must surrender  
22 the Premises, Equipment, and all improvements in good, clean and working condition.

## 23   **ARTICLE IIX**

### 24                   **ENVIRONMENTAL PROTECTION AND HAZARDOUS WASTE AND WATER** 25   **QUALITY MANAGEMENT PLAN**

26           8.1   Environmental Protection. Lessee shall not discharge, dispose of, or  
27 permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or  
28 waste of any kind, within or outside the Center that could result in destruction of habitat

1 or the contamination or pollution of said Center. Lessee shall at all times comply with  
2 all applicable federal, state, and local laws, orders, and regulations, as may be  
3 amended with respect to the proper discharge of refuse, garbage, sewage effluent,  
4 wastes, storm water runoff, and any and all other pollutants, including soil sediments,  
5 and shall cause its employees, agents and other persons or entities under its control to  
6 comply fully with such laws, orders, and regulations.

7       8.2 Hazardous Materials. Lessee shall not use or allow anyone else to use  
8 the Premises to generate, manufacture, refine, transport, treat, store, handle, recycle,  
9 release, or dispose of any hazardous material, other than as reasonably necessary for  
10 the operation of its operations and activities as contemplated under this Agreement .  
11 The term "hazardous material" means any hazardous substance, material, or waste  
12 including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of  
13 Transportation), the Cal/EPA Chemical Lists, or petroleum products and their  
14 derivatives. However, this shall not apply to the use of petroleum products and related  
15 substances incidental to operation of motorized equipment and vehicles whose  
16 operation on the premises is contemplated by this Agreement. Lessee shall  
17 immediately notify County in writing in the event of any release of hazardous material,  
18 violation of any environmental law, or actions brought by third parties against Lessee  
19 alleging environmental damage. Lessee shall indemnify and hold County harmless  
20 from any and all damages of any nature (including payment of attorney fees) related to  
21 or arising out of the discharge or release of hazardous materials caused by Lessee or  
22 any person or entity under its control. County represents and warrants to Lessee that,  
23 to the best of County's knowledge, no hazardous material has been generated,  
24 manufactured, refined, transported, treated, stored, handled, recycled, released, or  
25 disposed of on, under, or about the Premises or the Center prior to the effective date of  
26 this Agreement. In the event that Lessee discovers that any hazardous material has  
27 been generated, manufactured, refined, transported, treated, stored, handled, recycled,  
28 released, or disposed of on, under, or about the Center or Premises prior to the

Effective Date of this Agreement, then Lessee shall have the right to immediately terminate this Agreement and shall have no remediation responsibility, and County shall indemnify, defend and hold harmless Lessee from any and all liability of any type related thereto, including attorney's fees.

8.3 Water Quality Management Plan. Lessee shall be responsible for the operation and management of best management practices (BMPs) as set forth in Exhibit "C" associated with the Property's Water Quality Management Plan for the term of this Agreement. County Lessee shall be responsible for any fine, penalty, or any other civil, administrative or criminal liability resulting from Lessee County's failure to maintain the BMPs, except in the event Lessee's action or inaction contributes to or in any way creates a maintenance issue or detrimentally affects County's ability to maintain the BMP's, then Lessee shall be responsible for any fine, penalty, or any other civil, administrative or criminal liability resulting from a failure to maintain the BMPs.

## ARTICLE IX

## SURRENDER AND DISPOSITION OF PROPERTY

9.1 Surrender of Property. Upon the expiration or earlier termination of this Agreement, Lessee shall surrender the Center to the County and all improvements and Equipment in a good, clean and working condition, subject to reasonable wear and tear.

9.2 Disposition of Lessee's Property upon Termination. Upon the expiration or earlier termination of this Agreement, any improvements constructed in the Center by Lessee (other than trade fixtures or other removable fixtures) shall become the property of County at no cost or expense to County.

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1 withheld, before entering into any settlement, adjustment or compromise of such claim.  
2 Lessee shall reimburse the County or any third party (including officers, directors, and  
3 employees of the County) for any reasonable legal expenses and costs incurred in  
4 connection with or in enforcing the indemnity herein provided.

5 10.3 Survival of Indemnification Requirements. All indemnification obligations  
6 hereunder shall survive the expiration or earlier termination of this Agreement.

## 7 **ARTICLE XI**

### 8 **MISCELLANEOUS PROVISIONS**

9 11.1 Governing Law. This Agreement shall be governed by and construed in  
10 accordance with the laws of the State of California.

11 11.2 Severability. Each section and provision of this Agreement is severable  
12 from each other provision, and in the event that any one or more of the provisions  
13 contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the  
14 validity, legality, and enforceability of the remaining provisions contained in this  
15 Agreement shall not in any way be affected or impaired thereby. To the extent  
16 permitted by applicable law, each party to this Agreement waives any provision of law  
17 that renders any provision of this Agreement invalid, illegal, or unenforceable in any  
18 respect. In the event any provision of this Agreement shall be held invalid, illegal, or  
19 unenforceable, the parties shall use all reasonable efforts to substitute a valid, legal,  
20 and enforceable provision that implements the purposes and intents of this Agreement.

21 11.3 No Third Part Beneficiaries. This Agreement is made and entered into for  
22 the sole protection and benefit for the parties hereto. No other person or entity shall  
23 have any right of action based upon the provisions of this Agreement.

24 11.4 Notices. All notices, requests, demands, waivers, consents, and other  
25 communications hereunder shall be in writing and shall be either, hand-delivered, sent  
26 by certified mail, or delivered by a regionally or nationally recognized overnight courier  
27 service, freight prepaid, and shall be deemed to have been duly given and to have  
28

1 become effective upon receipt, directed to the parties at the following addresses (or at  
2 such other address as shall be given in writing by a party hereto):

3  
4 If to County, addressed to:

5 County of Riverside/EDA

6 3403 10<sup>th</sup> Street, Suite 400 Riverside, CA 92501

7 ATTN: Assistant County Executive Officer/EDA

8  
9 If to Lessee, addressed to:

10 Dr. Javier R. Rios, M.D.Clinica Medica Familiar

11 9939 Magnolia Avenue Riverside, CA 92503

12  
13 11.5 Entire Agreement. This Agreement and those documents incorporated  
14 herein by reference or attached: (i) constitutes the entire Agreement, supersedes all  
15 other prior Agreements and understandings, both written and oral, among the parties,  
16 or any of them, with respect to the subject matter of this Agreement; (ii) is not intended  
17 to confer upon any person other than the parties to this Agreement any rights or  
18 remedies under this Agreement.

19 11.6 Additional Documents. In addition to the documents and instruments to  
20 be delivered as provided in this Agreement, each of the parties shall, from time to time  
21 at the request of the other party, execute and deliver to the other party such other  
22 documents and shall take such other actions as may be reasonably required to carry  
23 out the terms of this Agreement.

24 11.7 Jurisdiction and Venue. The County and Lessee agree that the  
25 Agreement has been entered into at Riverside County, California, and that any action  
26 or proceeding commenced to enforce or interpret this Agreement shall be filed in the  
27 Superior Court for the State of California, in Riverside, California.



1           11.8 Attorney's Fees. In the event of any litigation between the County and  
2 Lessee to enforce any of the provisions of this Agreement or any right of either party  
3 hereto, the unsuccessful party to such litigation shall pay to the prevailing party all  
4 costs and expenses, including reasonable attorney's fees, incurred therein by the  
5 prevailing party, all of which shall be included in and as part of the judgment rendered  
6 in such litigation.

7           11.9 Relationship to the County and Lessee. Nothing contained herein shall  
8 be deemed or construed as creating the relationship of principal and agent or of  
9 partnership or of joint venture by the parties hereto, it being understood and agreed  
10 that no provision contained in this Agreement nor any acts of the parties hereto shall  
11 be deemed to create any relationship other than the relationship of County and Lessee.

12           11.10 Binding on Successors. The terms, covenants, and Agreements herein  
13 contained shall bind and inure to the benefit of the County, Lessee, and each of their  
14 successors and permitted assigns.

15           11.11 Amendment. This Agreement shall not be modified or amended without  
16 the mutual consent of both Lessee and the County incorporated in a written  
17 amendment to the Agreement.

18           11.12 Counterparts. This Agreement may be signed by different parties in  
19 counterparts, each of which shall be an original but all of which together shall constitute  
20 one and only and the same Agreement.

21           11.13 Waiver. Failure by a party to insist upon the strict performance of any of  
22 the provisions of this Agreement by the other party, or the failure by a party to exercise  
23 its rights upon the default of the other party, shall not constitute a waiver of such party's  
24 rights to insist and demand strict compliance by the other party with the terms of this  
25 Agreement thereafter.

26           11.14 Authority to Execute. The persons executing this Agreement or exhibits  
27 attached hereto on behalf of the parties to this Agreement hereby warrant and  
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1 represent that they have the authority to bind the respective parties to this Agreement  
2 to the performance of its obligations herein.

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4 (SIGNATURES PROVISION ON NEXT PAGE)  
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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
2 executed as of the date written.

3 COUNTY

Dr. Javier Rios, a Medical Corporation

4  
5 By: 

6 Robert Field,  
7 Assistant County Executive Officer/EDA

By: 

Dr. Javier R. Rios, President

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14  
15 APPROVED AS TO FORM:  
16 Pamela J. Walls  
County Counsel

17  
18 By: 

19 Patricia Munroe  
20 Deputy County Counsel

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**DIVISION**  
**SPACE MANAGEMENT**  
 3801 LIME ST. RIVERSIDE, CA 92507  
 PH: (951) 955-0087 FAX: (951) 955-3602

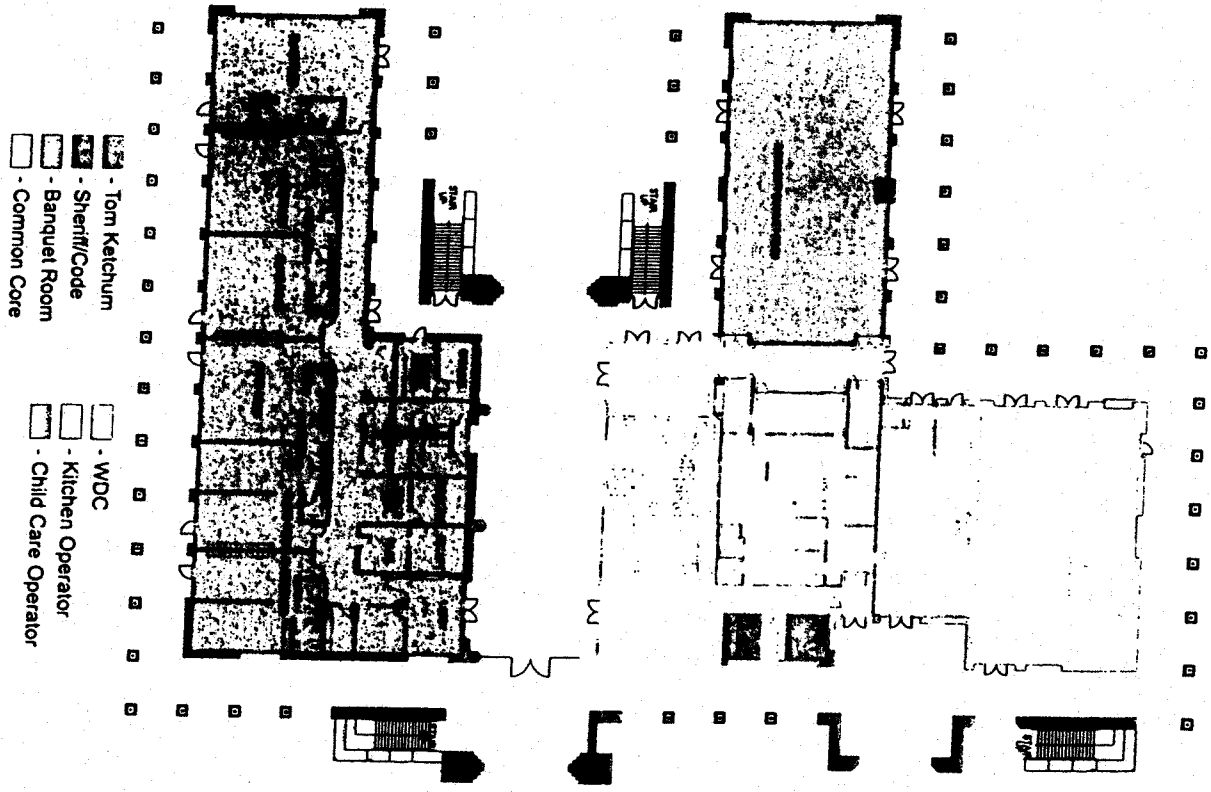
**Mead Valley Community Center**  
 21091 Rider Street Perris, CA 92507

1st and 2nd Floor Space Plan

**REVISIONS**

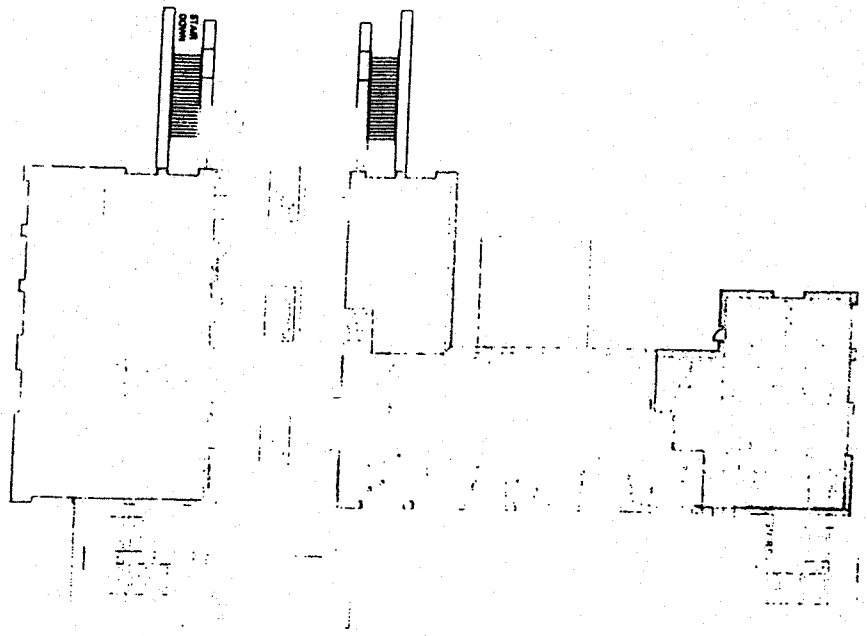
NO.	DATE	DESCRIPTION

**TITLE**  
 PROJECT NO. N/A  
 DRAWN BY: N/A  
 DATE: 9/25/13  
 SCALE: B.H.  
 SHEET: 1 of 1  
**A1.0**



- ☒ - Tom Ketchum
- ☒ - Sheriff/Code
- ☒ - Banquet Room
- ☐ - Common Core
- ☐ - WDC
- ☐ - Kitchen Operator
- ☐ - Child Care Operator

**FIRST FLOOR**



- ☐ - Dental Operator
- ☐ - Medical Operator
- ☐ - DPSS
- ☐ - WDC
- ☐ - Common Core

**SECOND FLOOR**

1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
2 executed as of the date written.

3 COUNTY

Dr. Javier Rios, a Medical Corporation

4  
5 By: 

6 Robert Field,  
7 Assistant County Executive Officer/EDA

By: 

Dr. Javier R. Rios, President

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14 APPROVED AS TO FORM:

15 Pamela J. Walls  
16 County Counsel

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18 By: 

19 Patricia Munroe  
20 Deputy County Counsel

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1 **OPERATING AGREEMENT**

2 County of Riverside and  
3 Renu-Hope Foundation, a California Non-Profit Organization  
4

5 This OPERATING AGREEMENT ("Agreement ") is made and entered into on  
6 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **County of**  
7 **Riverside**, a political subdivision of the State of California, ("County,") and **Renu-Hope**  
8 **Foundation**, a California Non-Profit Organization, ("Operator,") for the property  
9 described below upon the following terms and conditions:

10 **RECITALS**

11 **WHEREAS**, the County is the owner of certain real property, commonly known  
12 as the Mead Valley Community Center including all improvements for a Child Care  
13 Center on Floor 1 consisting of approximately 10,000 square feet, located at 21091  
14 Rider Street, Perris, California ; and

15 **WHEREAS**, in accordance with California Government Code Section 26227, the  
16 County may make available, by a real estate transaction, in this case an Operator  
17 Agreement transaction, to a public agency, nonprofit corporation, or nonprofit  
18 association any county real property which is not needed for county purposes, to be  
19 used to carry out community programs, upon terms and conditions determined by the  
20 Board of Supervisors to be in the best interests of the County and the general public;  
21 and

22 **WHEREAS**, the County has determined that there is a program needed that  
23 would serve a public purpose of providing child care and comprehensive family care to  
24 the local community; and

25 **WHEREAS**, the County desires to provide building space at the Mead Valley  
26 Community Center for this purpose; and

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1       **WHEREAS**, the Renu-Hope Foundation, a non-profit organization, provides  
2 child care and comprehensive family care services in various communities in Riverside  
3 County;

4       **WHEREAS**, Renu-Hope Foundation desires to enter into an operating  
5 agreement with County;

6       **NOW, THEREFORE**, in consideration of the preceding promises and the mutual  
7 covenants and for other good and valuable consideration, the parties hereto do hereby  
8 agree as follows:

9       **SECTION 1. Property Description.**

10       The property is known as the Mead Valley Community Center and is located at  
11 21091 Rider Street, Perris, California, as more particularly shown on Exhibit A,  
12 attached hereto and incorporated herein by reference and made a part of this  
13 Operating Agreement.

14       **SECTION 2. Premises.**

15       (a) The premises hereby consist of approximately 10,000 square feet  
16 located at 21091 Rider Street, Perris, California, and consist of a portion of the  
17 building space on the first floor of the Mead Valley Community Center (the "Premises")  
18 as more particularly shown on Exhibit A-1 attached hereto and incorporated herein by  
19 reference and made a part of this Operating Agreement.

20       (b) Upon execution of this Operating Agreement, Operator accepts the  
21 Premises in its condition suitable for use, subject to all applicable restrictions of record,  
22 zoning and other laws regulating the use of the Premises and subject to the  
23 Improvements to be completed by County as set forth in section 7 of this agreement.  
24 Operator acknowledges that County has made no representations of warranty as to the  
25 suitability of the Premises for the conduct of Operator's business except as otherwise  
26 expressly agreed to in writing, or the physical condition of the Property.

27       ///

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1           **SECTION 3. Use.**

2           (a) Operator shall occupy the Premises for the purpose of providing Child  
3 Care and Comprehensive Family Services, any other use must be consented to by the  
4 County.

5           (b) Operator agrees that the use of the Premises and services provided as  
6 set forth in this section will continue for the term of this Operating Agreement and any  
7 subsequent term extensions.

8           **SECTION 4. Term.** This Operating Agreement shall be effective upon the date  
9 of its full execution by the parties hereto. The term of this Operating Agreement shall  
10 be for a period of five (5) years (the "Term") commencing on the earlier of (a) the date  
11 Operator occupies the Premises, or (b) the date on which Operator accepts the  
12 Premises for occupancy.

13           **SECTION 5. Monthly Rent.**

14           (a) Operator shall pay the County the sum of \$1.00 as consideration for the  
15 Premises on the date of this Agreement.

16           **SECTION 6. Options to Extend.**

17           (a) **Option to Extend Term.** County grants to Operator two (2) options to  
18 extend the Term ("Extension Option"). Each Extension Option shall be for a period of  
19 one (1) year, subject to the conditions described in this Section 6. These Extension  
20 Options shall only be granted to Operator provided Operator is not in default pursuant  
21 to Section 19 of this agreement and County has not exercised County's termination  
22 rights as set forth in Section 20.

23           (b) **Exercise of Option.** The Extension Option(s) shall be exercised by  
24 Operator delivering to County written notice thereof of no later than sixty (60) days  
25 prior to the expiration of the term of this Agreement or respective extended option term.  
26 Operator shall pay \$1.00 as consideration for each option period, and include payment  
27 together with written notice.



1           (c)     **Option Period Rent.** The Rent for the option periods shall be \$1.00 for  
2 each option period.

3           **SECTION 7. Improvements by County.** County shall at its sole cost and  
4 expense complete the Improvements necessary to provide occupancy to Operator. All  
5 Improvements shall be completed as described and set forth in Exhibit B, attached  
6 hereto and by this reference made a part of this Agreement.

7           **SECTION 8. On-Site Improvements by Operator.**

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

11          (b)     Operator agrees to submit any construction and capital improvement  
12 plans for the Premises to County for review and approval prior to installation or  
13 construction, any alterations and improvements to be made, and fixtures installed, or  
14 caused to be made and installed, by Operator shall become the property of County  
15 with the exception of trade fixtures as such term is used in section 1019 of the Civil  
16 Code. Operator understands and agrees that such improvements, alterations and  
17 installation of fixtures are subject to state and local building and safety codes and other  
18 applicable permits (see County of Riverside Ordinances No. 348 and 457), applicable  
19 fire codes, and federal laws, including the Americans with Disabilities Act.

20          **SECTION 9. Signs.** Operator shall not erect, maintain or display any signs or  
21 other forms of advertising upon the premises without first obtaining the written approval  
22 of County, which approval shall be in County's sole discretion.

23          **SECTION 10. Furniture.** County shall provide Operator with certain furniture  
24 owned by County as set forth in Exhibit C, attached hereto and by reference made a  
25 part of this Operating Agreement, and said furniture shall remain within the premises.  
26 In the event Operator vacates the premises at the expiration or other termination  
27 pursuant to this agreement, said furniture shall remain in the premises and shall remain  
28 County property. Operator shall be responsible for maintaining any furniture provided

1 by County. Operator, at its expense, may provide additional furniture and shall be  
2 responsible for its maintenance and repair.

3 **SECTION 11. Operational Reimbursement Cost.**

4 (a) **Utilities.** County shall provide all utilities, including but not limited to  
5 electricity, water, and refuse collection. Operator shall be solely responsible for the  
6 cost of their telephone and data services.

7 (b) **Maintenance.**

8 (1) County shall be responsible for all interior and exterior  
9 maintenance of the premises.

10 (2) County shall be responsible for providing routine monitoring and  
11 maintenance of the fire alarm system, fire extinguishers, and the fire sprinkler system,  
12 if applicable.

13 (3) County shall maintain the mechanical room and other major  
14 equipment connected to this facility.

15 (4) In the event any damage or injury to the premises is caused by the  
16 negligent acts or negligence of Operator, its officers, employees, clients, agents,  
17 guests, invitees, subcontractors or independent contractors, then any repairs made by  
18 the County or its contractor to restore the leased premises shall be paid by Operator  
19 within thirty (30) days upon a billing and accounting as provided by the County.

20 **SECTION 12. Custodial Services.** Operator shall provide, or cause to be  
21 provided and pay for all custodial services in connection with the premises.

22 **SECTION 13. Parking.** Operator shall utilize the adjacent parking facilities on  
23 the property for its employees, customers and invitees.

24 **SECTION 14. Taxes, Assessments and Fees.**

25 (a) Operator recognizes and understands the terms of this Operating  
26 Agreement may result in the creation of a possessory interest, subject to taxation.  
27 Operator shall be responsible for the payment of possessory interest taxes levied on  
28 such interest. Operator shall be responsible for the payment of, and shall timely pay, all

1 taxes, including personal property taxes, assessments, and fees assessed or levied  
2 upon Operator, unless Operator procures an exemption making Operator exempt from  
3 the tax through the Assessor's office.

4 (b) Operator further agrees not to allow such taxes, assessments, including  
5 personal property taxes, assessments, or fees to become a lien against said premises  
6 or any improvement thereon. Nothing herein contained shall be deemed to prevent or  
7 prohibit Operator from applying for an exemption from the tax through the Assessor's  
8 office, or, contesting the validity of amount of any such tax, assessment, or fee in any  
9 manner authorized by law.

10 **SECTION 15. Inspection of Premises.** County, through its duly authorized  
11 agents, shall have the right to enter the premises for the purpose of inspecting,  
12 monitoring, and evaluating the obligations of Operator hereunder and for the purpose  
13 of doing any and all things which it is obligated and has a right to do under this  
14 Operating Agreement.

15 **SECTION 16. Quiet Enjoyment.** Operator shall have, hold and quietly enjoy  
16 the use of the premises so long as it shall fully and faithfully perform the terms and  
17 conditions that it is required to do under this Operating Agreement.

18 **SECTION 17. Compliance with Government Regulations.** Operator shall, at  
19 Operator's sole cost and expense, comply with the requirements of all local, state and  
20 federal statutes, regulations, rules, ordinances and orders now in force or which may  
21 be hereafter in force, pertaining to the premises. Any final judgment, decree or order of  
22 any court of competent jurisdiction, or the admission of Operator in any action or  
23 proceedings against Operator that Operator has violated any such statutes,  
24 regulations, rules, ordinances or orders in the use of the premises, shall be conclusive  
25 of that fact as between County and Operator.

26 **SECTION 18. Nondiscrimination.** Operator herein covenants by and for  
27 himself or herself, his or her heirs, executors, administrator, and assigns, and all  
28 persons claiming under or through them, that this Agreement is made and accepted