

1 upon and subject to the following conditions: That there shall be no discrimination
2 against or segregation of any person or group of persons on account of any basis listed
3 in subdivision (a) or (d) of section 12955 of the Government Code, and also defined in
4 sections 12926 and 12926.1 in the transferring, use, occupancy, tenure or enjoyment
5 of the Property herein occupied, nor shall the Operator himself or herself, or any
6 persons claiming under or through him or her, establish or permit any such practice or
7 practices of discrimination or segregation with reference to the selection, location,
8 number, use or occupancy of invitees, third parties or vendees in the Property herein
9 conveyed. The foregoing covenants shall run with the land.

10 **SECTION 19. Default.**

11 (a) Operator shall be in default if the Premises is used for any purpose other
12 than that authorized in the Agreement, fails to maintain the Premises or the
13 improvements in the manner provided for in the Agreement, fails to pay any installment
14 of rent or other sum when due as provided for in the Agreement, fails to comply with or
15 perform any other covenant, condition, provision or restriction provided for in the
16 Agreement, abandons the Premises, allows the Premises to be attached, levied upon,
17 or seized under legal process, or if the Operator files or commits an act of bankruptcy,
18 has a receiver or liquidator appointed to take possession of the Premises, or commits or
19 permits waste on the Premises (collectively referred to as a "Default"), then the
20 Operator shall be deemed in default under the terms of the Agreement.

21 (b) In case of Default, County shall provide a thirty (30) day written notice to
22 Operator to remedy any and all defaults. Upon the failure of Operator to properly
23 address default provisions, County shall have the right to terminate this Agreement and
24 retake possession of the Property together with all additions, alterations, and
25 improvements thereto. County shall also retain all rights to seek any and all remedies
26 at law or in equity.

1 **SECTION 20. Termination by County.** Notwithstanding the provisions of
2 Default, County shall have the right to immediately terminate this Agreement for the
3 following:

4 (a) In the event a petition is filled for voluntary or involuntary bankruptcy for
5 the adjudication of Operator as debtors.

6 (b) In the event of abandonment of the premises by Operator.

7 (c) In the event Operator is deemed in default pursuant to Section 19 and
8 Operator fails or refuses to perform, keep or observe any of Operator's duties or
9 obligations hereunder; provided, however, that Operator shall have thirty (30) days in
10 which to correct Operator's breach or default after written notice thereof has been
11 served on Operator by County.

12 **SECTION 21. Insurance.** Operator shall during the term of this Operating
13 Agreement procure at its sole cost and expense and keep in full force and effect from
14 the commencement date of this Operating Agreement continuing until the end of the
15 term of the Operating Agreement the following insurance coverages:

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

18 (b) Comprehensive General Liability. Procure and maintain Comprehensive
19 Broad Form General Liability insurance coverage that shall protect Operator from
20 claims including, but not limited to, damages for premises liability, contractual liability,
21 personal and advertising injury (broad form) which may arise from or out of Operator's
22 operation use and management of the premises and grounds or the performance of its
23 obligations hereunder, whether such operations, use or performance be by Operator,
24 by any subcontractor, vendor, or by anyone employed directly or indirectly by either of
25 them or volunteers serving either of them. Such insurance shall name County of
26 Riverside, its Directors, Officers, Special Districts, Board of Supervisors, employees,
27 agents or representatives as additional insureds with respect to this Operating
28 Agreement and the obligations hereunder with limits not less than \$1,000,000 per

1 occurrence combined single limit. Policy shall provide for \$5,000 in medical payments
2 coverage per occurrence, and fire legal liability in an amount not less than \$50,000 per
3 occurrence.

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

6 (d) All Risk Real and Personal Property.

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

10
11 (2) The premises will continue to remain insured by the County
12 Boiler and Machinery Program. The County of Riverside shall continue to be
13 responsible for any and all deductibles relating to Boiler and Machinery insurance
14 coverage.

15 (e) General Insurance Provisions.

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

1 (2) Operator shall cause its insurance carrier(s) to furnish the
2 County of Riverside with either (1) properly executed original Certificate(s) of Insurance
3 and certified original copies of endorsements effecting coverage as required herein, or
4 (2) if requested to do so, in writing, by County Risk Manager, provide original Certified
5 copies of policies including all endorsements and any and all attachments thereto,
6 showing that such insurance is in full force and effect, and County of Riverside, its
7 Directors, Officers, Special Districts, Board of Supervisors, elected officials, employees,
8 agents or representatives are named as additional insureds with respect to this
9 Operating Agreement and the obligations of Operator hereunder. Further, said
10 Certificate(s) and policies of insurance shall contain the covenant of the insurance
11 carrier(s) that thirty (30) days' written notice shall be given to the County of Riverside
12 prior to any modification, cancellation, expiration or reduction in coverage of such
13 insurance. In the event of any such modification, cancellation, expiration or reduction
14 in coverage and on the effective date thereof, this Operating Agreement shall
15 terminate forthwith, unless the County of Riverside receives prior to such effective date
16 another properly executed original Certificate of Insurance and original copies of
17 endorsements or certified original policies including all endorsements and attachments
18 thereto evidencing coverages set forth herein and the insurance required herein is in
19 full force and effect. Operator shall not take possession or otherwise occupy or use
20 the premises until the County of Riverside has been furnished original Certificate(s) of
21 Insurance and certified original copies of endorsements or policies of insurance
22 including all endorsements and any and all other attachments as required in this
23 Section. The original endorsements for each policy and the Certificate of Insurance
24 shall be signed by an individual authorized by the insurance carrier to do so on its
25 behalf.

26 (3) It is understood and agreed to by the parties hereto, and the
27 insurance company(s), Certificate(s) of Insurance and policies shall so covenant and
28

1 shall be construed as primary and County's insurance and/or deductibles and/or self-
2 insured retentions or self-insured programs shall not be construed as contributory.

3 (f) Professional Liability. Operator shall procure and maintain professional
4 liability insurance coverage to protect from any liability whatsoever based on or
5 asserted by any claim, act or omission of Operator, its officers, agents, employees,
6 subcontractors and independent contractors, relating to or in any way connected with
7 or arising from the agreement and/or for any error or omission by Lessee its
8 employees, agents, Officers or subcontractors. The amount of such insurance shall
9 not be less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in
10 the aggregate.

11 **SECTION 22. Hold Harmless.**

12 (a) Operator represents that it has inspected the premises, accepts the
13 condition thereof and fully assumes any and all risks incidental to the use thereof.
14 County shall not be liable to Operator its officers, agents, employees, subcontractors or
15 independent contractors for any personal injury or property damage suffered by them
16 which may result from hidden, latent or other dangerous conditions in, on, upon or
17 within the premises; provided, however, that such dangerous conditions are not caused
18 by the sole negligence of County, its officers, agents or employees.

19 (b) Operator shall indemnify and hold County, its officers, agents,
20 employees and independent contractors free and harmless from any liability
21 whatsoever, based or asserted upon any act or omission of Operator, its officers,
22 agents, employees, subcontractors and independent contractors, for property damage,
23 bodily injury, or death (Operator's employee included) or any other element of damage
24 of any kind or nature, relating to or in anywise connected with or arising from its use
25 and responsibilities in connection therewith of the premises or the condition thereof,
26 and Operator shall defend, at its expense, including without limitation, attorney fees,
27 expert fees and investigation expenses, County, its Board of Supervisors, officers,
28 agents, employees and independent contractors in any legal action based upon such

1 alleged acts or omissions. The obligations to indemnify and hold County free and
2 harmless herein shall survive until any and all claims, actions and causes of action with
3 respect to any and all such alleged acts or omissions are fully and finally barred by the
4 applicable statute of limitations.

5 (c) The specified insurance limits required in Section 21 above shall in no
6 way limit or circumscribe Operator's obligations to indemnify and hold County free and
7 harmless herein.

8 **SECTION 23. Assignment.** Operator shall not assign, sublet, mortgage,
9 hypothecate or otherwise transfer in any manner any of its rights, duties or obligations
10 hereunder to any person or entity without the prior written consent of County being first
11 obtained, which consent shall be in the absolute discretion of County. In the event of
12 any such transfer, as provided in this Section, Operator expressly understands and
13 agrees that it shall remain liable with respect to any and all of the obligations and
14 duties contained in this Agreement.

15 **SECTION 24. Indemnification.** Unless due to the active negligence of the
16 County, Operator shall indemnify and hold harmless the County of Riverside, its
17 agencies, districts, special districts and departments, their respective directors, officers,
18 Board of Supervisors, elected and appointed officials, employees, agents and
19 representatives ("County Parties") from any liability whatsoever, based or asserted
20 upon any act or omission of Operator, its officers, employees, subcontractors, agents
21 or representatives arising out of or in any way relating to or in any way connected with
22 the premises or this Agreement, including but not limited to property damage, bodily
23 injury, or death or any other element of any kind or nature whatsoever. Operator shall
24 defend, at its sole expense, all costs and fees including, but not limited, to attorney
25 fees, cost of investigation, defense and settlements or awards, County Parties in any
26 claim or action based upon such alleged acts or omissions.

27 With respect to any action or claim subject to indemnification herein by
28 Operator, Operator shall, at their sole cost, have the right to use counsel of their own

1 choice and shall have the right to adjust, settle, or compromise any such action or
2 claim without the prior consent of County; provided, however, that any such
3 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
4 Operator's indemnification to County as set forth herein.

5 Operator's obligation hereunder shall be satisfied when Operator has provided
6 to County the appropriate form of dismissal relieving County from any liability for the
7 action or claim involved.

8 The specified insurance limits required in this Agreement shall in no way limit or
9 circumscribe Operator's obligations to indemnify and hold harmless the County herein
10 from third party claims.

11 In the event there is conflict between this clause and California Civil Code
12 section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
13 interpretation shall not relieve the Operator from indemnifying the County to the fullest
14 extent allowed by law.

15 The paragraphs of this Section 24 shall survive the expiration or earlier
16 termination of this Agreement until all claims against County Parties involving any of
17 the indemnified matters are fully, finally, and absolutely barred by the applicable
18 statutes of limitations.

19 **SECTION 25. Toxic Materials.** During the term of this Agreement and any
20 extensions thereof, Operator shall not violate any federal, state or local law, ordinance
21 or regulation, relating to industrial hygiene or to the environmental condition on, under
22 or about the premises, including, but not limited to, soil and groundwater conditions.
23 Further, Operator, its successors, and assigns, shall not use, generate, manufacture,
24 produce, store or dispose of on, under or about the premises or transport to or from the
25 premises any flammable explosives, asbestos, radioactive materials, hazardous
26 wastes, toxic substances or related injurious materials, whether injurious by
27 themselves or in combination with other materials (collectively, "hazardous
28 substances," "hazardous materials," or "toxic substances") in the Comprehensive

1 Environmental Response, Compensation and Liability Act of 1980, as amended, 42
2 U.S.C. section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C.
3 section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. section
4 6901, et seq; and those substances defined as "Hazardous Wastes" in section 25117
5 of the California Health and Safety Code or as "Hazardous Substances" in section
6 25316 of the California Health and Safety Code; and in the regulations adopted in
7 publications promulgated pursuant to said laws.

8 **SECTION 26. Free From Liens.** Operator shall pay, when due, all sums of
9 money that may become due for any labor, services, material, supplies, or equipment,
10 alleged to have been furnished or to be furnished to Operator, in, upon, or about the
11 premises, and which may be secured by a mechanic's, material man's or other lien
12 against the premises or County's interest therein, and will cause each such lien to be
13 fully discharged and released at the time the performance of any obligation secured by
14 such lien matures or becomes due; provided, however, that if Operator desires to
15 contest any such lien, it may do so, but notwithstanding any such contest, if such lien
16 shall be reduced to final enforcement thereof is not promptly stayed, or if so stayed,
17 and said stay thereafter expires, then and in such event, Operator shall forthwith pay
18 and discharge said judgment.

19 **SECTION 27. Employees and Agents of Operator.** It is understood and
20 agreed that all persons hired or engaged by Operator shall be considered to be
21 employees or agents only of Operator and not of County.

22 **SECTION 28. Binding of Successors.** Operator its assigns and successors
23 in interest, shall be bound by all the terms and conditions contained in this Operating
24 Agreement, and all the parties thereto shall be jointly and severally liable hereunder.

25 **SECTION 29. Waiver of Performance.** No waiver by County at any time of any
26 of the terms and conditions of this Operating Agreement shall be deemed or construed
27 as a waiver at any time thereafter of the same or of any other terms or conditions
28 contained herein or of the strict and timely performance of such terms and conditions.

1 **SECTION 30. Severability.** The invalidity of any provision in this Operating
2 Agreement as determined by a court of competent jurisdiction shall in no way affect
3 the validity of any other provision hereof.

4 **SECTION 31. Governing Law; Venue.** This Agreement shall be governed by
5 and construed in accordance with the laws of the State of California. The County and
6 Operator agree that this Agreement has been entered into at Riverside, California, and
7 that any legal action related to the interpretation or performance of the Agreement shall
8 be filed in the Superior Court for the State of California in Riverside, and the parties
9 hereby waive all provisions of law providing for a change of venue in such proceedings
10 to any other county.

11 **SECTION 32. Attorney's Fees.** In the event of any litigation or arbitration
12 between Operator and County to enforce any of the provisions of this Agreement or
13 any right of either party hereto, the unsuccessful party to such litigation or arbitration
14 agrees to pay to the successful party all costs and expenses, including reasonable
15 attorneys' fees, incurred therein by the successful party, all of which shall be included
16 in and as a part of the judgment or award in such litigation or arbitration.

17 **SECTION 33. Notices.** Any notice shall be addressed to the respective parties
18 as set forth below:

19 <u>County:</u>	Operator:
20 Real Estate Division	Renu-Hope Foundation
21 Economic Development Agency	802 Beaumont Avenue
22 3403 10 th Street, Suite 400	Beaumont, California 92223
23 Riverside, California 92501	(951) 845-3816
24 (951) 955-4820	

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

27 **SECTION 34. Personnel, Independent from County.** Operator represents
28 that it has all the personnel required to perform the services necessary to operate
under this Agreement, including Child Care and Comprehensive Family Services, or
will subcontract for necessary services. Operator personnel shall not be employed by,

1 nor have any direct contractual relationship with the County. The Operator, its
2 employees or personnel under direct contract with the Operator shall perform all
3 services required hereunder. Operator and its agents, servants, and employees shall
4 act at all times in an independent capacity during the term of this Agreement and shall
5 not act as, and shall not be, nor shall they in any manner be construed to be agents,
6 officers or employees of the County.

7 **SECTION 35. Amendments.** This Agreement shall not be amended unless
8 such changes are mutually agreed upon by the County and the Operator and shall be
9 incorporated in written executed amendments to this Agreement.

10 **SECTION 36. No Third Party Beneficiaries.** This Agreement is made and
11 entered into for the sole protection and benefit of the parties hereto. No other person or
12 entity shall have any right of action based upon the provisions of this Agreement.

13 **SECTION 37. Permits, Licenses and Taxes.** Operator shall secure and
14 maintain, at its expense, all necessary permits and licenses as it may be required to
15 obtain and/or hold, and Operator shall pay for all fees and taxes levied or required by
16 any authorized public entity.

17 **SECTION 38. County's Representative.** County hereby appoints the
18 Assistant County Executive Officer of the Economic Development Agency as its
19 authorized representatives to administer this Agreement.

20 **SECTION 39. Agent for Service of Process.** It is expressly understood and
21 agreed that in the event Operator is not a resident of the State of California or it is an
22 association or partnership without a member or partner resident of the State of
23 California, or it is a foreign corporation, then in any such event, Operator shall file with
24 the Assistant County Executive Officer of the Economic Development Agency, upon its
25 execution hereof, a designation of a natural person residing in the State of California,
26 giving his or her name, residence and business addresses, as its agent for the purpose
27 of services of process in any court action arising out of or based upon this Agreement ,
28 and the delivery to such agent of a copy of any process in any such action shall

1 constitute valid service upon Operator. It is further expressly understood and agreed
2 that if for any reason service of such process upon such agent is not feasible, then, in
3 such event, Operator may be personally served with such process out of this County
4 and that such service shall constitute valid service upon Operator. It is further
5 expressly understood and agreed that Operator is amenable to the process so served,
6 submits to the jurisdiction of the court so obtained and waives any and all objections
7 and protests thereto.

8 **SECTION 40. Entire Agreement.** This Agreement is intended by the parties
9 hereto as a final expression of their understanding with respect to the subject matter
10 hereof and as a complete and exclusive statement of the terms and conditions thereof
11 and supersedes any and all prior and contemporaneous agreements and
12 understandings, oral or written, in connection therewith. The Agreement may be
13 changed or modified only upon the written consent of the parties hereto.

14 **SECTION 41. Authority to Execute.** The persons executing this Agreement
15 on behalf of the parties to this Agreement hereby warrant and represent that they have
16 the authority to execute this Agreement and warrant and represent that they have the
17 authority to bind the respective parties to this Agreement and to the performance of its
18 obligations hereunder.

19 **SECTION 42. Approval of Supervisors.** Anything to the contrary
20 notwithstanding, this Agreement shall not be binding or effective until its approval and
21 execution by the Chairman of the Riverside County Board of Supervisors.

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1 IN WITNESS WHEREOF, COUNTY and OPERATOR have executed this Agreement
2 on this day _____ of _____, 2014.

3
4 COUNTY:
5 County of Riverside, a
6 Political subdivision of the State of
7 California

OPERATOR:
Renu-Hope Foundation a California
Non-Profit Organization

8 By: _____
9 Jeff Stone, Chairman
10 Board of Supervisors

By: _____
Its: _____

11 ATTEST:
12 Kecia Harper-Ihem
13 Clerk of the Board

14 By: _____
15 Deputy

16 APPROVED AS TO FORM:
17 Pamela J. Walls, County Counsel

18 By: _____
19 Patricia Munroe
20 Deputy County Counsel

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1 than one (1) full calendar month said rental shall be pro-rated based upon the actual
2 number of days of said month.

3 2. TERM. This MOU shall be for a Term of five (5) years effective upon the
4 date DPSS occupies the Premises and terminating on the last day of the sixtieth
5 month.

6 3. TERMINATION. This MOU may be terminated by either party without
7 cause upon 60 days prior written notice.

8 4. ASSIGNMENT. Neither this MOU nor any clause or provision contained
9 herein may be assigned, transferred, or released without the express written consent of
10 the Parties hereto.

11 5. CHANGES OR MODIFICATIONS. No part of this MOU may be modified,
12 altered, amended, waived, or changed without the express written consent of the
13 Parties.

14 6. ENTIRE AGREEMENT. This MOU contains the entire agreement and
15 understanding between the Parties. There are no oral understandings, terms,
16 conditions, or promises, and no party has relied upon any representations, expressed
17 or implied, not contained in this MOU.

18 7. NOTICES. Any notices required or desired to be served by either party
19 upon the other shall be addressed to the respective parties as set forth below:

20
21 County of Riverside
22 Economic Development Agency
23 3403 Tenth Street, Suite 400
24 Riverside, California 92501

Department of Public Social Services
4060 County Circle Drive
Riverside, California 92503

1 AUTHORITY. This MOU shall not be binding or consummated until its approval
2 by County.

3 IN WITNESS WHEREOF, this MOU is hereby agreed to by County and DPSS.
4

5 AGREED TO:

6
7 By: 

8 Robert Field
9 Assistant County Executive Officer/EDA

10 By: 

11 Susan Loew, Director
12 Department of Public Social Services

13 APPROVED AS TO FORM:

14 Pamela J. Walls
15 County Counsel

16 By: 

17 Patricia Munroe
18 Deputy County Counsel
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DIVISION
OF
SPACE MANAGEMENT
3801 LIME ST. RIVERSIDE, CA 92507
PH: (951) 955-0087 FAX: (951) 955-3602

Mead Valley Community Center
21091 Rider Street Perris, CA92507

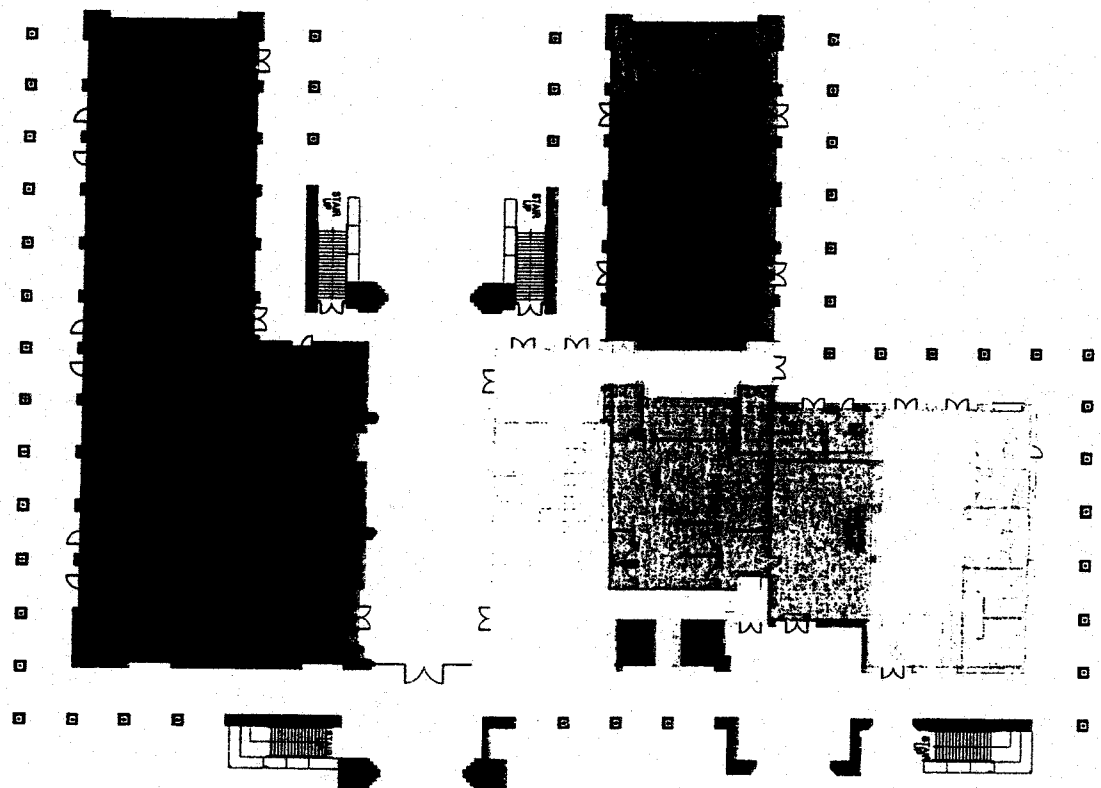
1st and 2nd Floor Space Plan

REVISIONS

FILE	N/A	PROJECT NO.	N/A	SHEET	A1.0
DRAWN BY	9/18/13	DATE	B.H.	SCALE	N/A
TRADE NO.	1 of 1				

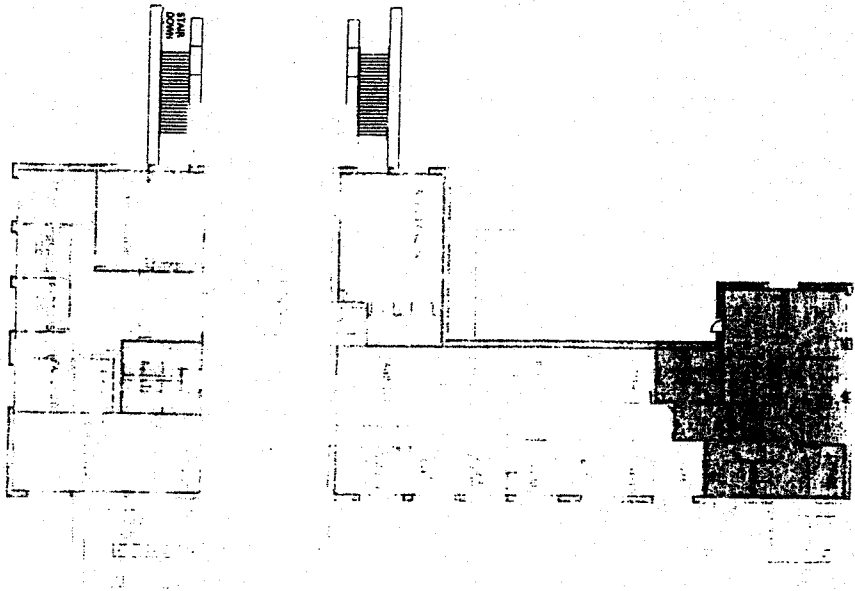
- Tom Ketchum
- Sheriff/Code
- Banquet Room
- Common Core
- WDC
- Kitchen Operator
- Child Care Operator

FIRST FLOOR



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

SECOND FLOOR



**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE
AGREEMENT 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 body politic in the State of California, herein referred to as the "AUTHORITY", and **William Arriola**, 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, he 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 **coordinating the Food Share Program** of the Eddie Dee Smith Senior Center as outlined in **Exhibit A**, attached hereto. CONTRACT EMPLOYEE represents and maintains that he 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 he has all licenses, permits, qualifications and approvals of whatever nature legally required to practice his profession. CONTRACT EMPLOYEE represents that he 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 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 of NINE DOLLARS AND SIXTY FIVE CENTS (\$9.65) per hour.
- B. CONTRACT EMPLOYEE will work not less than and not more than 26 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 his personal vehicle in the performance of his duties, and any other incidentals. Said sum will be payable at the 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 26 hours.
- D. Contributions by CONTRACT EMPLOYEES 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 Executive Director, or an authorized designee.

6. INSURANCE

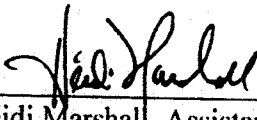
To the extent that CONTRACT EMPLOYEE uses his personal vehicle in the performance of his job duties, CONTRACT EMPLOYEE agrees to maintain, during the life of this Agreement, comprehensive and liability insurance for any personal vehicle used in the performance of duties related to this Agreement. CONTRACT EMPLOYEE shall provide evidence of said insurance to AUTHORITY.

7. SERVICE DEFICIENCIES
The parties enter into this Agreement as a mutually beneficial relationship. Should CONTRACT EMPLOYEE fail to perform 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.
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 Executive Director (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. CONTRACT EMPLOYEE shall notify AUTHORITY in writing of change of address within five (5) days.
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

By: 
Heidi Marshall, Assistant Director

CONTRACT EMPLOYEE

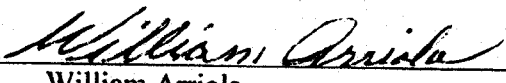
By: 
William Arriola
5870 Mission Blvd., #204
Riverside, CA 2509
951-686-2320

EXHIBIT A
DUTIES AND POSITION
FOOD SHARE PROGRAM COORDINATOR
(Exempt from Classification Plan)

CONTRACT EMPLOYEE must be able to do the essential job duties as follows:

1. Coordinate Food Share Program volunteers
2. Identify and seek food share, or commodity items for distribution
3. Recruit and train Food share Program volunteers to assist with the Food Share events and activities
4. Maintain appropriate data and documentation regarding Food Share Program (as required by any commodity provider)
5. Register participants and collect data from participants to identify need
6. Be able to work 26 hours per week, a week being defined as Monday through Friday.
7. Be available to work on weekend days, due to special events or activities, when necessary.
8. Maintain a valid California Driver's License at all times.
9. Perform related duties and responsibilities as required

These duties may be adjusted from time to time as agreed upon by the Housing Authority

**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 **Robert J. 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; he/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 he 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 he has all licenses, permits, qualifications and approvals of whatever nature legally required to practice his profession. CONTRACT EMPLOYEE represents that he 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 assume 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 his personal vehicle in the performance of his 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 his personal vehicle in the performance of his 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 his 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 and AUTHORITY mutually acknowledge 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

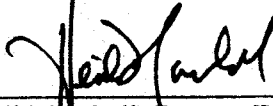
This Agreement shall not be assigned by CONTRACT EMPLOYEE, either in whole or in part, without prior written consent of AUTHORITY. Any assignment or purported assignment of this Agreement by CONTRACTOR without the prior written consent of AUTHORITY will be deemed void and of no force or effect.

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.

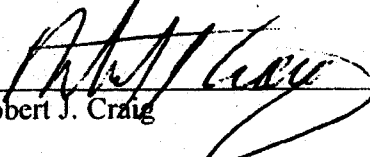
AUTHORITY

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

By: 
Heidi Marshall, Deputy Executive Director

Date: 8/2/2012

CONTRACT EMPLOYEE

By: 
Robert J. 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 as the 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 its 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 **MEMORANDUM OF UNDERSTANDING**

2 (Between the County of Riverside

3 Economic Development Agency (EDA)

4 EDA/Real Estate Division and

5 EDA/Workforce Development Division

6 Pertaining to the Use of Space at the Mead Valley Community Center

7 21091 Rider Street,

8 Perris, California)

9
10 This Memorandum of Understanding (MOU) is made by and between the
11 County of Riverside EDA/Real Estate Division, as Landlord, hereinafter referred to as
12 "County," and the EDA Workforce Development Division, hereinafter referred to as
13 "WDD."

14 WHEREAS, County leases to WDC, the premises, upon all terms and conditions
15 set forth in this MOU.

16 For the mutual promises contained herein, the Parties agree as follows:

17 PREMISES. The Premises shall consist of that certain portion of the facility, as
18 defined herein, and set forth on Exhibit "A" including all improvements, furnishings and
19 equipment therein or to be provided by County under the terms of this MOU, and
20 commonly known as the Mead Valley Community Center, 21091 Rider Street, Perris,
21 California, located in the County of Riverside, and State of California, generally
22 described as:

23 WDC – Office space consisting of 4,104 sq. ft. at \$.95 a square foot as outlined
24 on the attached Exhibit A and by this reference made a part of this MOU. Any
25 subsequent changes to square footage occupancy shall be made with a thirty (30) day
26 notice via County's Form 5 process. County shall provide maintenance, custodial
27 security guard, telephone installation and monthly service fee, Cornet maintenance, IT
28 support and internet connectivity and utilities. Hours of operation shall be Monday

1 through Thursday 10:00 am to 5:00 pm. Additional hours to be determined by mutual
2 agreement of WDC and County.

3 1. RENT. WDC shall pay the sum of \$3,899.00 per month to County as rent for
4 the Leased Premises, payable, in advance, on the first day of the month; provided
5 however, in the event rent for any period during the term hereof which is less than one
6 (1) full calendar month said rental shall be pro-rated based upon the actual number of
7 days of said month. The monthly rent shall include maintenance, custodial, security
8 guard, telephone installation and monthly service fee, Cornet maintenance, IT support
9 and internet connectivity and all utilities to the premises.

10 2. TERM. This MOU shall be for a twelve (12) month period, commencing upon
11 completion of improvements and installation of furniture and computer equipment, and
12 shall automatically renew for additional twelve (12) month periods, unless terminated
13 pursuant to section five.

14 3. USE. The premises shall be used to provide services to the community
15 including a Resource and Referral Career Center for Young Adults and a Computer
16 Lab and related services.

17 4. IMPROVEMENTS. County to provide the following:

18 1. Installation of one (1) workstation and additional furniture for desk
19 area in the Resource and Referral Center, size specifications' to be
20 provided by County.

21 2. Data/phone connections as needed and required.

22 3. County will provide copier, printer and computers for Resource
23 Center. WDD will provide number of computers required for operation
24 of the Center.

25 4. Requirements to display material and shelving will be provided to the
26 County for purchase and before operation of the Center.

27 5. TERMINATION. This MOU may be terminated by either party without cause
28 upon 60 days prior written notice.

1 6. ASSIGNMENT. Neither this MOU nor any clause or provision contained herein
2 may be assigned, transferred, or released without the express written consent of the
3 Parties hereto.

4 7. CHANGES OR MODIFICATIONS. No part of this MOU may be modified,
5 altered, amended, waived, terminated or changed without the express written consent
6 of the Parties.

7 8. ENTIRE AGREEMENT. This MOU contains the entire agreement and
8 understanding between the Parties. There are no oral understandings, terms,
9 conditions, or promises, and no party has relied upon any representations, expressed
10 or implied, not contained in this MOU.

11 9. NOTICES. Any notices required or desired to be served by either party upon
12 the other shall be addressed to the respective parties as set forth below:

13 County of Riverside	Workforce Development Center
14 Economic Development Agency	1325 Spruce Street
15 3403 Tenth Street, Suite 400	Riverside, California 92507
16 Riverside, California 92501	

17
18 (SIGNATURES PROVISION ON NEXT PAGE)
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1 AUTHORITY. This MOU shall not be binding or consummated until its approval
2 by County.

3 IN WITNESS WHEREOF, this MOU is hereby agreed to by County and WDC.

4 AGREED TO:

5
6 By: 

Robert Field
Assistant County Executive Officer/EDA

7
8
9 By: 

Felicia Flourney
Assistant Director, Workforce Development Center

10
11
12
13 APPROVED AS TO FORM:

Pamela J. Walls
County Counsel

14
15
16 By: 

Patricia Munroe
Deputy County Counsel

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DIVISION
OF
SPACE MANAGEMENT
3801 LIME ST., RIVERSIDE, CA 92507
PH: (951) 954-0057 FAX: (951) 954-3622

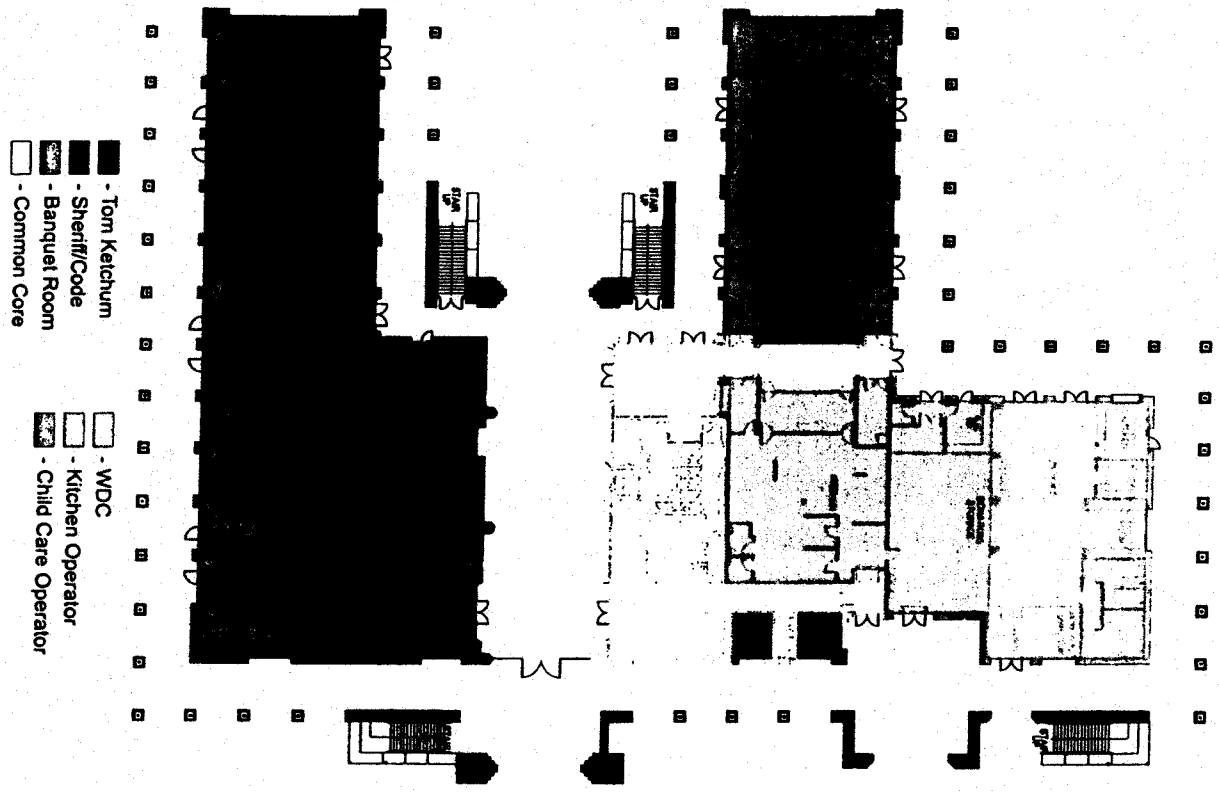
Mead Valley Community Center
21091 Rider Street Perris, CA92507

1st and 2nd Floor Space Plan

REVISIONS

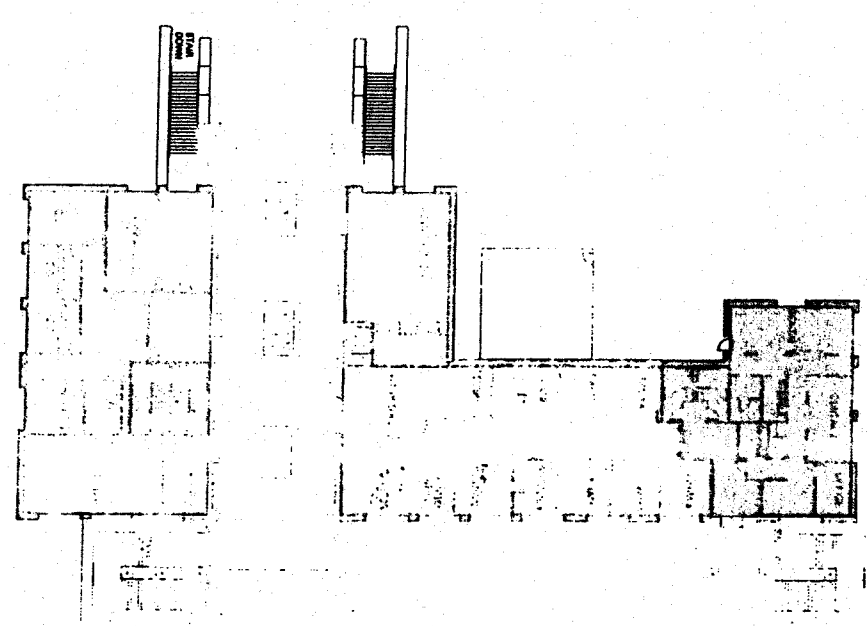
FILE	N/A
PROJECT NO.	N/A
DRAWN BY	9/18/13
DATE	B.H.
SCALE	N/A
SHEET NO.	1 of 1
PROJECT	A1.0

FIRST FLOOR



SECOND FLOOR

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





DIVISION
OF
SPACE MANAGEMENT
3801 LINE ST., RIVERSIDE, CA 92507
PH: (951) 955-0087 FAX: (951) 955-3002

Mead Valley Community Center
21091 Rider Street Perris, CA92507

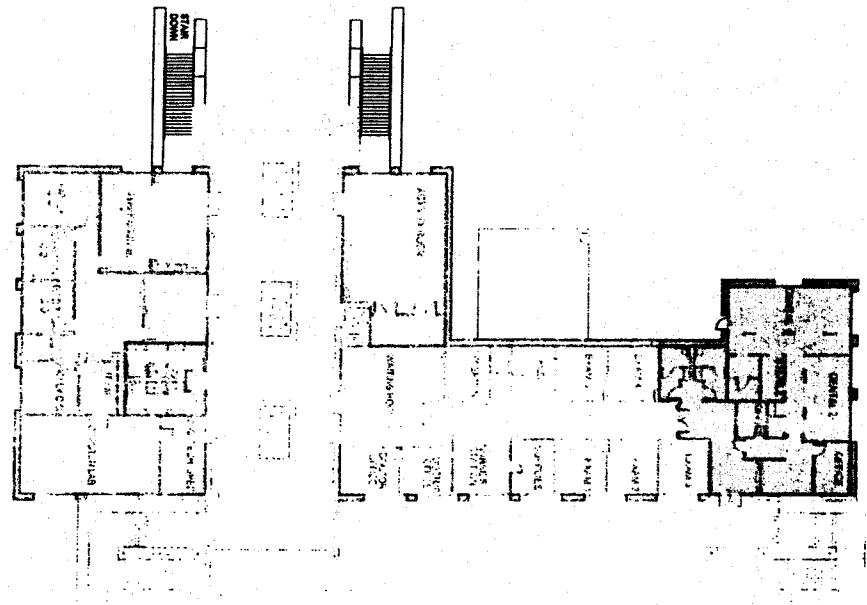
1st and 2nd Floor Space Plan

REVISIONS

FILE	N/A
PROJECT NO.	N/A
DRAWN BY	9/18/13
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PROJECT	A1.0

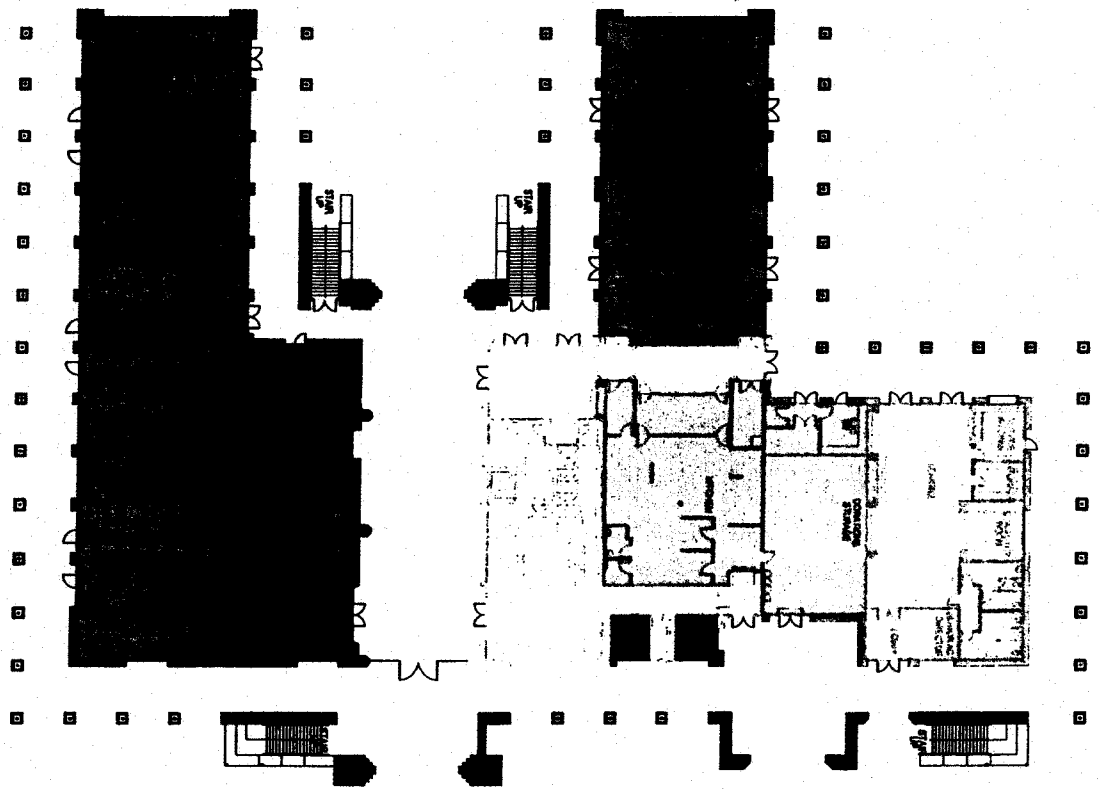
SECOND FLOOR

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



FIRST FLOOR

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



[illegible]

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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, Lessee shall pay their pro-rata share of electricity, County shall pay, or cause to be paid, all other utilities used upon the Premises including without limitation including water, gas, heat, 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 a Culinary Academy/Food Preparation facility 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 Culinary Academy/Food Preparation facility 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, a written annual report of its compliance with this section to the County each year on or before the anniversary date of this Agreement in the form and manner prescribed by County

1 3.3 No Liens or Easements. Except for permitted encumbrances,
2 easements, and restrictions approved in writing by County, Lessee agrees and
3 covenants not to place or allow to be placed any deed of trust, mortgage, or any other
4 type of 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 3.4 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 including the parking lot
9 and landscaping in good condition and repair for the purposes in Section 3.1 and 3.2
10 above and in accordance with all applicable laws, including without limitation such
11 zoning, safety ordinances and laws, environmental regulations, and such rules and
12 regulations hereunder as may be binding upon County.

13 3.5 Furniture, Fixtures and Equipment. County and Lessee agree and
14 acknowledge that the County has provided and installed furniture, fixtures and
15 equipment for the operation of the Center related to the provisions of a Culinary
16 Academy/Food Preparation facility (Equipment) as set forth in Exhibit "B" attached
17 hereto and incorporated herein. Lessee shall, at its sole cost and expense, be
18 responsible for all necessary maintenance, repair and replacement of the Equipment.

19 3.6 Compliance with Laws and Restrictions. Lessee shall, at its sole cost
20 and expense, obtain any and all necessary permits and licenses, and shall fully comply
21 with all applicable ordinances, including building and zoning ordinances. Lessee
22 further agrees to use the Center in compliance with all laws now in force or which may
23 hereafter be in force relative to its use as outlined in Section 3.1 above, including
24 without limitation compliance with all federal, state, and local statutes and regulations,
25 as well as all covenants, conditions, and restrictions contained in this Agreement.

26 3.7 Additional Obligations.

27 (a) Lessee Obligations. Lessee shall be obligated to provide a
28 Culinary Academy/food Preparation service to the community and the citizens of

1 Riverside County. Culinary Academy/Food preparation services shall be provided
2 Monday through Friday from 9:00 a.m. to 9:00 p.m. Lessee shall be permitted to utilize
3 the Banquet room on a first come first serve basis. Lessee shall make written request
4 in writing at least seven (7) business days in advance to County for the requested use.
5 County shall either approve or disapprove Lessee's request. Lessee agrees to provide
6 access to an oven in the kitchen area for preparation of senior meals from 11:00 a.m.
7 to 1:00 p.m. Monday through Friday.

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

10 **ARTICLE IV**
11 **FINANCING AND CONTRACTING WITH**
12 **THIRD PARTIES**

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

25 4.2 No Assignment or Sublease. Lessee shall not assign or sublease the
26 Property without the written consent of the County. Such consent shall be in the sole
27 and absolute discretion of the County.
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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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1 of default shall specify in detail the alleged "Event of Default" and the intended remedy.
2 Lessee shall have thirty (30) days after notice is delivered (see Section 11.4: Notices,
3 below) to cure the alleged default. In the event that any non-monetary default is of
4 such a nature that the same cannot reasonably be cured within the thirty (30) day
5 period described above, then the cure period shall be extended by such further
6 reasonable period (not to exceed an additional 90 days) so long as Lessee
7 commences the cure within the thirty (30) day period described above and thereafter
8 diligently prosecutes the cure to completion.

9 7.3 Remedies. In the event a material default by Lessee continues uncured
10 for a period of thirty (30) days following written notice, unless a longer cure period is
11 provided pursuant to Section 7.2, in addition to the rights and remedies provided by law
12 or equity, County may at its election terminate this Agreement by giving Lessee written
13 notice of termination. On the giving of notice of termination, all of Lessee's rights to
14 occupancy of the Property and improvements shall terminate. Promptly after notice of
15 termination, Lessee shall surrender and vacate the Property, Equipment, and all
16 improvements in good and clean condition.

17 7.4 Early Termination by Lessee. In the event that Lessee's funding is
18 withdrawn, Lessee may terminate this Agreement by giving written notice to County at
19 least forty-five (45) days in advance. Upon such termination, Lessee must surrender
20 the Premises, Equipment, and all improvements in good, clean and working condition.

21 **ARTICLE IIX**

22 **ENVIRONMENTAL PROTECTION AND HAZARDOUS WASTE AND WATER** 23 **QUALITY MANAGEMENT PLAN**

24 8.1 Environmental Protection. Lessee shall not discharge, dispose of, or
25 permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or
26 waste of any kind, within or outside the Center that could result in destruction of habitat
27 or the contamination or pollution of said Center. Lessee shall at all times comply with
28 all applicable federal, state, and local laws, orders, and regulations, as may be

1 amended with respect to the proper discharge of refuse, garbage, sewage effluent,
2 wastes, storm water runoff, and any and all other pollutants, including soil sediments,
3 and shall cause its employees, agents and other persons or entities under its control to
4 comply fully with such laws, orders, and regulations.

5 8.2 Hazardous Materials. Lessee shall not use or allow anyone else to use
6 the Premises to generate, manufacture, refine, transport, treat, store, handle, recycle,
7 release, or dispose of any hazardous material, other than as reasonably necessary for
8 the operation of its operations and activities as contemplated under this Agreement .
9 The term "hazardous material" means any hazardous substance, material, or waste
10 including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of
11 Transportation), the Cal/EPA Chemical Lists, or petroleum products and their
12 derivatives. However, this shall not apply to the use of petroleum products and related
13 substances incidental to operation of motorized equipment and vehicles whose
14 operation on the premises is contemplated by this Agreement. Lessee shall
15 immediately notify County in writing in the event of any release of hazardous material,
16 violation of any environmental law, or actions brought by third parties against Lessee
17 alleging environmental damage. Lessee shall indemnify and hold County harmless
18 from any and all damages of any nature (including payment of attorney fees) related to
19 or arising out of the discharge or release of hazardous materials caused by Lessee or
20 any person or entity under its control. County represents and warrants to Lessee that,
21 to the best of County's knowledge, no hazardous material has been generated,
22 manufactured, refined, transported, treated, stored, handled, recycled, released, or
23 disposed of on, under, or about the Premises or the Center prior to the effective date of
24 this Agreement. In the event that Lessee discovers that any hazardous material has
25 been generated, manufactured, refined, transported, treated, stored, handled, recycled,
26 released, or disposed of on, under, or about the Center or Premises prior to the
27 Effective Date of this Agreement, then Lessee shall have the right to immediately
28 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.

ARTICLE X

INDEMNIFICATION

10.1 Indemnification by Lessee. Lessee 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

1 providing of medical or dental services, or the use by Lessee or any third party of the
2 Premises or the Center or any facilities located thereon, except to the extent of the
3 negligent or intentional acts of the County or its officers, directors, employees, agents
4 or contractors. Lessee shall not be liable for any claims arising from the presence,
5 discharge or release of hazardous materials occurring prior to the effective date of this
6 Agreement. Lessee shall further defend, indemnify, and hold County harmless from
7 any breach or default in the performance of any obligation to be performed by Lessee
8 under this Agreement, any violation of governmental law or regulation, or any
9 intentional misconduct or negligence of Lessee, or any officer, agent, employee, guest,
10 or invitee of Lessee, regardless of whether such intentional misconduct or negligence
11 was active or passive, and except to the extent of the negligent or intentional acts or
12 omissions of, or the breach of this Agreement or violation of applicable laws by, the
13 County or its officers, directors, employees, agents or contractors and further excepting
14 any claims arising from the presence, discharge or release of hazardous materials
15 occurring prior to the effective date of this Agreement.

16 10.2 County's Duties: In the event of the occurrence of any event that is an
17 indemnifiable event pursuant to this section, County shall notify Lessee in writing
18 promptly and, if such event involves the claim of any third person, Lessee shall
19 assume all expenses with respect to, the defense, settlement, adjustment, or
20 compromise of any claim, provided that the County may, if it so desires, employ
21 counsel at its own expense to assist in the handling of such claim, and Lessee shall
22 obtain the prior written approval of the County, which shall not be unreasonably
23 withheld, before entering into any settlement, adjustment or compromise of such claim.
24 Lessee shall reimburse the County or any third party (including officers, directors, and
25 employees of the County) for any reasonable legal expenses and costs incurred in
26 connection with or in enforcing the indemnity herein provided.

27 10.3 Survival of Indemnification Requirements. All indemnification obligations
28 hereunder shall survive the expiration or earlier termination of this Agreement.

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ARTICLE XI

MISCELLANEOUS PROVISIONS

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

11.2 Severability. Each section and provision of this Agreement is severable from each other provision, and in the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby. To the extent permitted by applicable law, each party to this Agreement waives any provision of law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect. In the event any provision of this Agreement shall be held invalid, illegal, or 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 Part 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:

County of Riverside/EDA

3403 10th Street, Suite 400 Riverside, CA 92501

ATTN: Assistant County Executive Officer/EDA

1 If to Lessee, addressed to:
2 Smooth Transitions, Inc.
3 6700 Indiana Avenue, Suite 170, Riverside, CA 92506
4 Attn: Dr. Robin Goins, Executive Director

5 11.5 Entire Agreement. This Agreement and those documents incorporated
6 herein by reference or attached: (i) constitutes the entire Agreement, supersedes all
7 other prior Agreements and understandings, both written and oral, among the parties,
8 or any of them, with respect to the subject matter of this Agreement; (ii) is not intended
9 to confer upon any person other than the parties to this Agreement any rights or
10 remedies under this Agreement.

11 11.6 Additional Documents. In addition to the documents and instruments to
12 be delivered as provided in this Agreement, each of the parties shall, from time to time
13 at the request of the other party, execute and deliver to the other party such other
14 documents and shall take such other actions as may be reasonably required to carry
15 out the terms of this Agreement.

16 11.7 Jurisdiction and Venue. The County and Lessee agree that the
17 Agreement has been entered into at Riverside County, California, and that any action
18 or proceeding commenced to enforce or interpret this Agreement shall be filed in the
19 Superior Court for the State of California, in Riverside, California.

20 11.8 Attorney's Fees. In the event of any litigation between the County and
21 Lessee to enforce any of the provisions of this Agreement or any right of either party
22 hereto, the unsuccessful party to such litigation shall pay to the prevailing party all
23 costs and expenses, including reasonable attorney's fees, incurred therein by the
24 prevailing party, all of which shall be included in and as part of the judgment rendered
25 in such litigation.

26 11.9 Relationship to the County and Lessee. Nothing contained herein shall
27 be deemed or construed as creating the relationship of principal and agent or of
28 partnership or of joint venture by the parties hereto, it being understood and agreed

1 that no provision contained in this Agreement nor any acts of the parties hereto shall
2 be deemed to create any relationship other than the relationship of County and Lessee.

3 11.10 Binding on Successors. The terms, covenants, and Agreements herein
4 contained shall bind and inure to the benefit of the County, Lessee, and each of their
5 successors and permitted assigns.

6 11.11 Amendment. This Agreement shall not be modified or amended without
7 the mutual consent of both Lessee and the County incorporated in a written
8 amendment to the Agreement.

9 11.12 Counterparts. This Agreement may be signed by different parties in
10 counterparts, each of which shall be an original but all of which together shall constitute
11 one and only and the same Agreement.

12 11.13 Waiver. Failure by a party to insist upon the strict performance of any of
13 the provisions of this Agreement by the other party, or the failure by a party to exercise
14 its rights upon the default of the other party, shall not constitute a waiver of such party's
15 rights to insist and demand strict compliance by the other party with the terms of this
16 Agreement thereafter.

17 11.14 Authority to Execute. The persons executing this Agreement or exhibits
18 attached hereto on behalf of the parties to this Agreement hereby warrant and
19 represent that they have the authority to bind the respective parties to this Agreement
20 to the performance of its obligations herein.

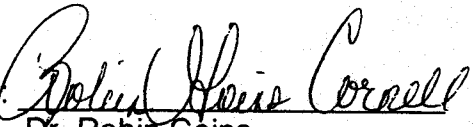
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22 (SIGNATURES PROVISION ON NEXT PAGE)
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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
2 executed as of the date written. Dated February 5, 2014.

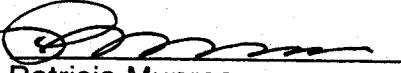
3 COUNTY

SMOOTH TRANSITIONS, INC.

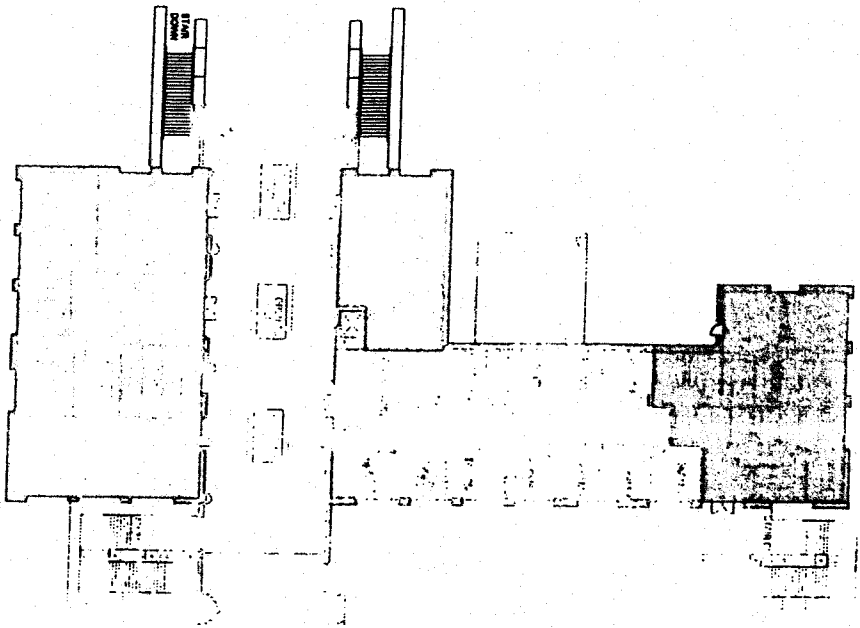
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5 By: 
6 Rob Field
7 Assistant County Executive Officer

By: 
Dr. Robin Goins
Executive Director

8 APPROVED AS TO FORM:
9 Pamela J. Walls
10 County Counsel

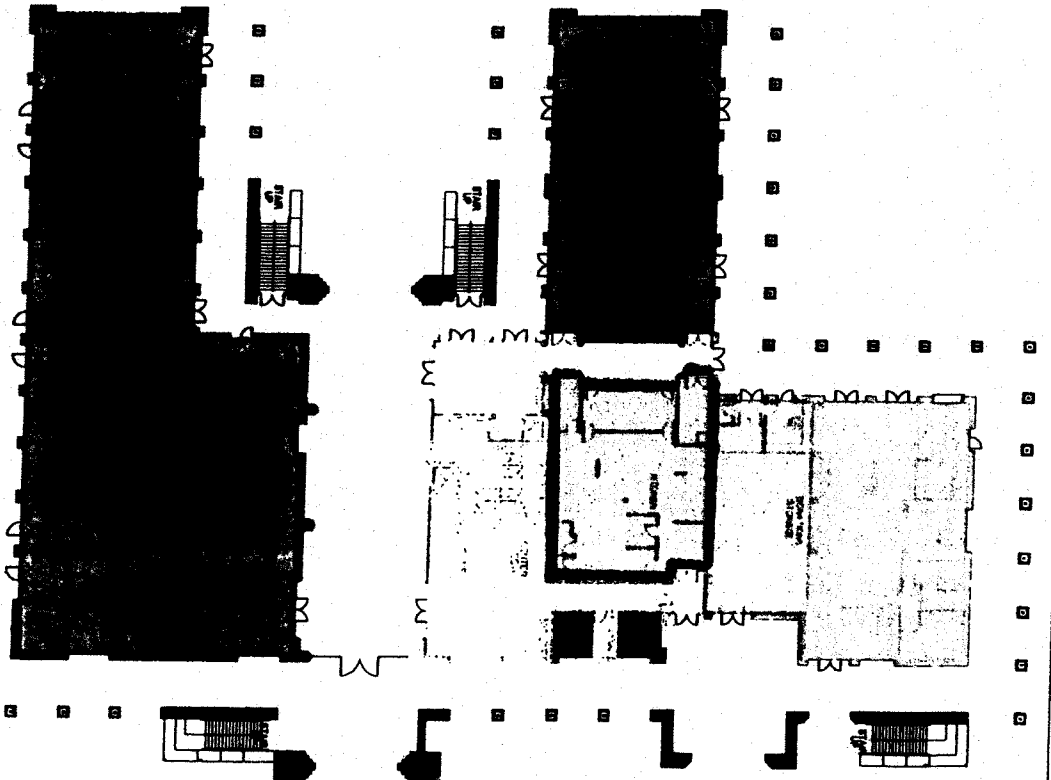
11 By: 
12 Patricia Munroe
13 Deputy County Counsel

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- ☐ - Dental Operator - 2,510 Sq. Ft.
- ☐ - Medical Operator - 3,869 Sq. Ft.
- ☐ - DPSS - 4,545 Sq. Ft.
- ☐ - WDC - 1,129 Sq. Ft.
- ☐ - Common Core 6,572 Sq. Ft.

SECOND FLOOR



- ☐ - Tom Ketchum - 153 Sq. Ft.
- ☐ - Sheriff/Code - 133 Sq. Ft.
- ☐ - Banquet Room - 4,076 Sq. Ft.
- ☐ - Common Core - 3,735 Sq. Ft.
- ☐ - WDC - 3,054 Sq. Ft.
- ☐ - Kitchen Operator - 3,857 Sq. Ft.
- ☐ - Child Care Operator - 10,502 Sq. Ft.

FIRST FLOOR

		<div>DIVISION</div> <div>SPACE MANAGEMENT</div> <div>3801 LIME ST. RIVERSIDE, CA 92507</div> <div>PH: (951) 955-0087 FAX: (951) 955-3802</div>																																											
<div>PROJECT TITLE</div> <div>Mead Valley Community Center</div> <div>21091 Rider Street Perris, CA92507</div>		<div>PROJECT TITLE</div> <div>1st and 2nd Floor Space Plan</div>																																											
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