

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

5 8.3 Water Quality Management Plan. Lessee shall be responsible for the  
6 operation and management of best management practices (BMPs) as set forth in  
7 Exhibit "C" associated with the Property's Water Quality Management Plan for the term  
8 of this Agreement. County Lessee shall be responsible for any fine, penalty, or any  
9 other civil, administrative or criminal liability resulting from Lessee County's failure to  
10 maintain the BMPs, except in the event Lessee's action or inaction contributes to or in  
11 any way creates a maintenance issue or detrimentally affects County's ability to  
12 maintain the BMP's, then Lessee shall be responsible for any fine, penalty, or any  
13 other civil, administrative or criminal liability resulting from a failure to maintain the  
14 BMPs.

## 15 **ARTICLE IX**

### 16 **SURRENDER AND DISPOSITION OF PROPERTY**

17 9.1 Surrender of Property. Upon the expiration or earlier termination of this  
18 Agreement, Lessee shall surrender the Center to the County and all improvements and  
19 Equipment in a good, clean and working condition, subject to reasonable wear and  
20 tear.

21 9.2 Disposition of Lessee's Property upon Termination. Upon the expiration  
22 or earlier termination of this Agreement, any improvements constructed in the Center  
23 by Lessee (other than trade fixtures or other removable fixtures) shall become the  
24 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  
28

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

8  
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15 APPROVED AS TO FORM:  
16 Pamela J. Walls  
17 County Counsel

18 By: 

19 Patricia Munroe  
20 Deputy County Counsel

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

**PROJECT TITLE**  
 Mead Valley Community Center  
 21091 Rider Street Perris, CA92507

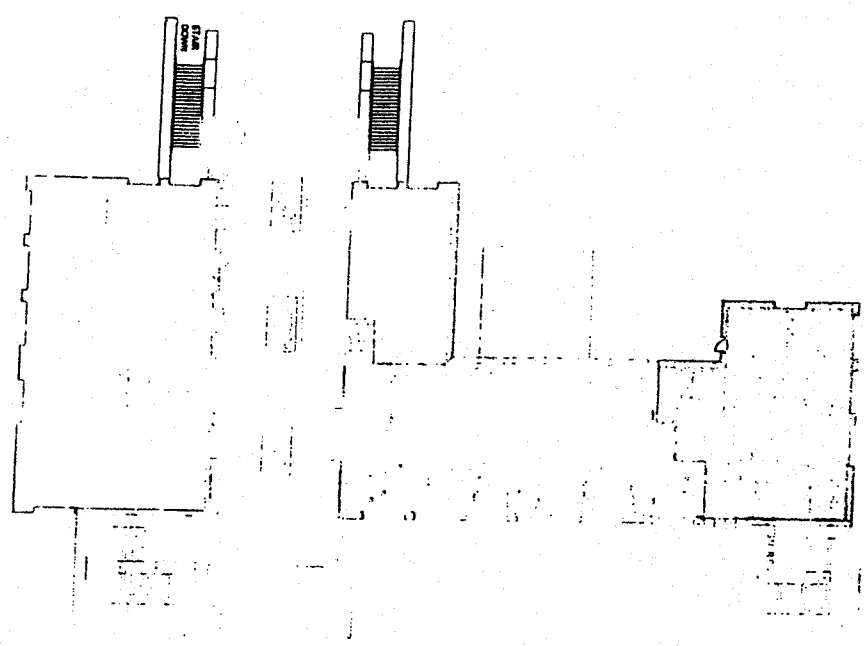
**REVISIONS**


**FILE** N/A  
**PROJECTING** N/A  
**DRAWING BY** 9/25/13  
**DATE** B.H.  
**SCALE** N/A  
**PAGE NO.** 1 of 1

**1st and 2nd Floor Space Plan**

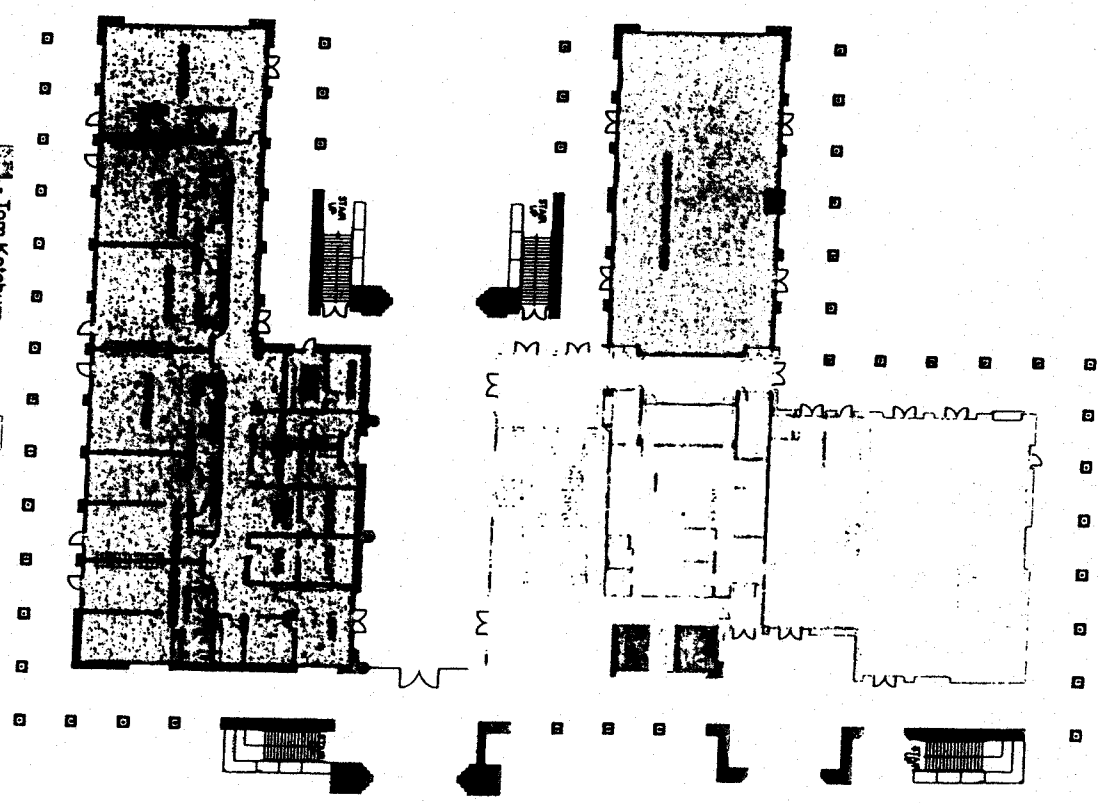
**SECOND FLOOR**

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



**FIRST FLOOR**

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







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

18        By:   
19        Patricia Munroe  
20        Deputy County Counsel

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1 **MEAD VALLEY COMMUNITY CENTER**

2  
3 **LEASE AGREEMENT**

4 This Lease Agreement (Agreement) is made by and between the County of  
5 Riverside, a political subdivision of the state of California, (County), and Smooth  
6 Transitions, Inc., a California corporation, (Lessee), sometimes jointly referred to herein  
7 as the Parties.

8 **ARTICLE I**

9 **PROPERTY AND TERM**

10 1.1 Effective Date. The Effective Date of this Agreement is the date the  
11 parties execute the Agreement. If the parties execute the Agreement on more than  
12 one date, then the last date the Agreement is executed by a party shall be the Effective  
13 Date.

14 1.2 Term. The term of this Agreement shall be for an initial period of three  
15 (3) years (Initial Term) commencing on the Effective Date as defined in Section 1.1.  
16 The rent shall be increased three (3%) percent annually.

17 1.3 Premises. The Premises are located at 21091 Rider Street, Perris,  
18 California in the Mead Valley Community Center (Center) and consist of approximately  
19 1,302 square feet of Culinary/Food Preparation space at set forth on Exhibit A attached  
20 and incorporated herein by reference to this Sublease.

21 1.4 Acceptance of Property. Lessee accepts the Premises in an "as-is" and a  
22 "where is" condition based solely on Lessee's own studies and investigations on the  
23 Effective Date of the commencement of the term of this Agreement.

24 **ARTICLE II**

25 **RENT, TAXES AND UTILITIES**

26 2.1 Rent. Lessee shall pay \$1,302.00 per month to County as rent for the  
27 Center payable on the first day of each and every month during the Agreement Term  
28 as set forth in section 1.2 of this agreement. Lessee shall pay no rent for the first four

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.  
28

**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.



1 **ARTICLE VI**

2 **DAMAGE OR DESTRUCTION**

3 **DURING TERM OF AGREEMENT**

4 6.1 Restoration of Property. If during the term of this Agreement, the Center  
5 is damaged, whether or not from a risk covered by insurance, and subject to the other  
6 provisions of this Agreement regarding termination, County shall have the option, but  
7 shall not be obligated to make the repairs necessary to restore the Center and all the  
8 improvements thereon, to a condition for occupancy or use comparable to the condition  
9 thereof before such damage provided that if County determines in its sole discretion,  
10 that it is not feasible to do so, County shall have the right to terminate this Lease and  
11 Operating Agreement.

12 **ARTICLE VII**

13 **DEFAULT AND TERMINATION**

14 7.1 Events of Default. The following events shall be a default by Lessee  
15 (Event of Default):

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

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

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

27 7.2 Notice and Right to Cure. Prior to pursuing any remedy for an alleged  
28 default of Lessee, County shall provide written notice of default to Lessee. Each notice

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

1 shall indemnify, defend and hold harmless Lessee from any and all liability of any type  
2 related thereto, including attorney's fees.

3       8.3   Water Quality Management Plan. Lessee shall be responsible for the  
4 operation and management of best management practices (BMPs) as set forth in  
5 Exhibit "C" associated with the Property's Water Quality Management Plan for the term  
6 of this Agreement. County Lessee shall be responsible for any fine, penalty, or any  
7 other civil, administrative or criminal liability resulting from Lessee County's failure to  
8 maintain the BMPs, except in the event Lessee's action or inaction contributes to or in  
9 any way creates a maintenance issue or detrimentally affects County's ability to  
10 maintain the BMP's, then Lessee shall be responsible for any fine, penalty, or any  
11 other civil, administrative or criminal liability resulting from a failure to maintain the  
12 BMPs.

## 13                                   **ARTICLE IX**

### 14                                   **SURRENDER AND DISPOSITION OF PROPERTY**

15       9.1   Surrender of Property. Upon the expiration or earlier termination of this  
16 Agreement, Lessee shall surrender the Center to the County and all improvements and  
17 Equipment in a good, clean and working condition, subject to reasonable wear and  
18 tear.

19       9.2   Disposition of Lessee's Property upon Termination. Upon the expiration  
20 or earlier termination of this Agreement, any improvements constructed in the Center  
21 by Lessee (other than trade fixtures or other removable fixtures) shall become the  
22 property of County at no cost or expense to County.

## 23                                   **ARTICLE X**

### 24                                   **INDEMNIFICATION**

25       10.1 Indemnification by Lessee. Lessee shall defend, indemnify, and hold  
26 County harmless from, and reimburse County for, any loss, cost, expense, liability, or  
27 damages of every kind or nature, including but not limited to injury to or death of any  
28 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.

1 **ARTICLE XI**

2 **MISCELLANEOUS PROVISIONS**

3 11.1 Governing Law. This Agreement shall be governed by and construed in  
4 accordance with the laws of the State of California.

5 11.2 Severability. Each section and provision of this Agreement is severable  
6 from each other provision, and in the event that any one or more of the provisions  
7 contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the  
8 validity, legality, and enforceability of the remaining provisions contained in this  
9 Agreement shall not in any way be affected or impaired thereby. To the extent  
10 permitted by applicable law, each party to this Agreement waives any provision of law  
11 that renders any provision of this Agreement invalid, illegal, or unenforceable in any  
12 respect. In the event any provision of this Agreement shall be held invalid, illegal, or  
13 unenforceable, the parties shall use all reasonable efforts to substitute a valid, legal,  
14 and enforceable provision that implements the purposes and intents of this Agreement.

15 11.3 No Third Part Beneficiaries. This Agreement is made and entered into for  
16 the sole protection and benefit for the parties hereto. No other person or entity shall  
17 have any right of action based upon the provisions of this Agreement.

18 11.4 Notices. All notices, requests, demands, waivers, consents, and other  
19 communications hereunder shall be in writing and shall be either, hand-delivered, sent  
20 by certified mail, or delivered by a regionally or nationally recognized overnight courier  
21 service, freight prepaid, and shall be deemed to have been duly given and to have  
22 become effective upon receipt, directed to the parties at the following addresses (or at  
23 such other address as shall be given in writing by a party hereto):

24 If to County, addressed to:

25 County of Riverside/EDA

26 3403 10<sup>th</sup> Street, Suite 400 Riverside, CA 92501

27 ATTN: Assistant County Executive Officer/EDA

28

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.

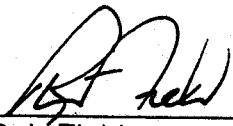
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22 (SIGNATURES PROVISION ON NEXT PAGE)  
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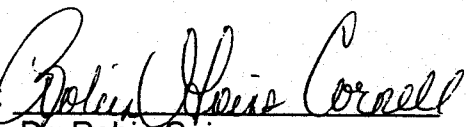


1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be  
2 executed as of the date written. Dated February 5, 2014.

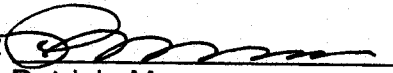
3 COUNTY

SMOOTH TRANSITIONS, INC.

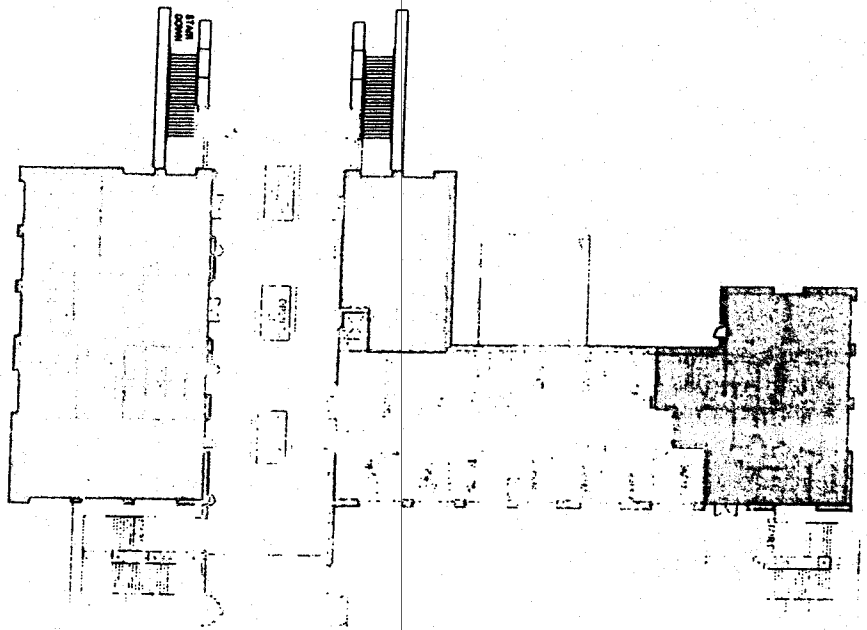
4  
5 By:   
6 Rob Field  
7 Assistant County Executive Officer

By:   
Dr. Robin Goins  
Executive Director

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

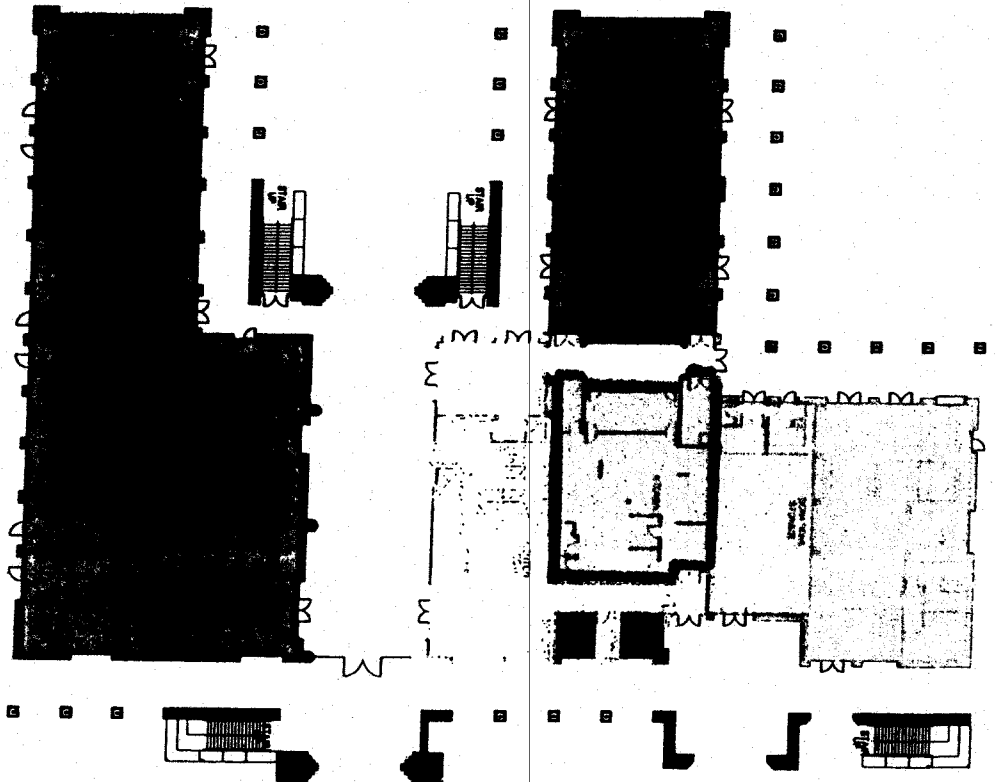
11 By:   
12 Patricia Munroe  
13 Deputy County Counsel

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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**



**DIVISION**  
**SPACE MANAGEMENT**  
 3801 LINE ST. RIVERSIDE, CA 92507  
 PH: (951) 955-0087 FAX: (951) 955-3822

**EXHIBIT A**  
**Mead Valley Community Center**  
 21091 Rider Street Perris, CA92507

**1st and 2nd Floor Space Plan**

**REVISIONS**

NO.	DATE	BY	DESCRIPTION

FILE NO.	N/A
PROJECT NO.	N/A
DATE	9/25/13
BY	B.H.
SCALE	N/A
SHEET NO.	1 of 1
PROJECT	A1.0

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

27 ///

28 ///

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       ///

28       ///

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



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
3403 10 <sup>th</sup> Street, Suite 400	Beaumont, California 92223
Riverside, California 92501	(951) 845-3816
(951) 955-4820	

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

25       **SECTION 34. Personnel, Independent from County.** Operator represents  
26 that it has all the personnel required to perform the services necessary to operate  
27 under this Agreement, including Child Care and Comprehensive Family Services, or  
28 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.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

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

21  
22  
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**Riverside County Board of Supervisors  
Request to Speak**

Submit request to Clerk of Board (right of podium),  
Speakers are entitled to three (3) minutes, subject  
to Board Rules listed on the reverse side of this form.

**SPEAKER'S NAME:** Michelle Randall

**Address:** \_\_\_\_\_

(only if follow-up mail response requested)

**City:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone #:** (951) 277-3583

**Date:** 7/1/14 **Agenda #** 13.4D

**PLEASE STATE YOUR POSITION BELOW:**

**Position on "Regular" (non-appealed) Agenda Item:**

☒ **Support**      ☐ **Oppose**      ☐ **Neutral**

**Note:** If you are here for an agenda item that is filed  
for "Appeal", please state separately your position on  
the appeal below:

☐ **Support**      ☐ **Oppose**      ☐ **Neutral**

**I give my 3 minutes to:** \_\_\_\_\_

## **BOARD RULES**

### **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

### **Requests to Address Board on items that are "NOT" on the Agenda:**

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

### **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

### **Individual Speaker Limits:**

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. *Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.*

### **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

### **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.