

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



ITEM  
3.29  
(ID # 3818)

**MEETING DATE:**  
Tuesday, April 11, 2017

**FROM :** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Resolution No. 2017-067, Authorization to Convey Real Property and Improvements to the City of Indio, 20 year lease, District 4, CEQA Exempt, [\$225,020] County Library Fund 100% (4/5 Vote) (Clerk to submit Notice of Exemption for posting)

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

1. Find that the conveyance of this property is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption;
2. Adopt Resolution No. 2017-067, Authorization to Convey Real Property and Improvements to the City of Indio, located at 200 Civic Center Mall, in the City of Indio, County of Riverside, Assessor's Parcel Number 611-212-041;
3. Approve the Cooperative Agreement between the County of Riverside and the City of Indio and authorize the Chairman of the Board to execute the Agreement on behalf of the County;

**ACTION:** Policy, 4/5 Vote Required

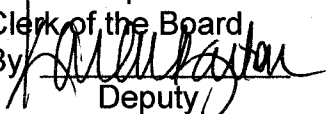
  
Robert Field, Assistant County Executive Officer/EDA 3/22/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: None  
Date: April 11, 2017  
xc: EDA, Recorder

Kecia Harper-Ihem  
Clerk of the Board  
By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 75,001	\$75,001	\$ 225,020	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$0	\$0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% County Library Fund			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	
			2016/17-2036/37	

**C.E.O. RECOMMENDATION:** Approve

4. Approve the Lease Agreement and Memorandum of Lease between the County of Riverside and the City of Indio and authorize the Chairman of the Board to execute the Agreement on behalf of the County;
5. Authorize the Chairman of the Board of Supervisors to execute the Grant Deed to complete the conveyance of real property and this transaction;
6. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction; and
7. Direct the Clerk of the Board to submit the Notice of Exemption to the County Clerk for posting within five days of approval of this project.

**BACKGROUND:**

**Summary**

Pursuant to Government Code Section 25365, the County of Riverside (County) may transfer interests in real property, or any interest therein, belonging to the County to another public agency, upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property or interest therein to be conveyed is not required for county use. On February 7, 2017, the Board adopted Resolution No. 2017-037, Notice of Intention to convey Real Property to the City of Indio (City) through a Cooperative Agreement (Agreement).

The County has been working in conjunction with the City to pursue a Cooperative Agreement for the conveyance of the existing McCandless Library (Library) to the City and for the eventual relocation and modernization of a new library in the City. The Agreement seeks to provide mutual benefits for both the City and the County. Specifically, the conveyance of the existing Library will allow for the City to eventually expand its Civic Center which is currently landlocked and in much need of renovation and expansion. The conveyance will also alleviate the County of the cost, risk and burden that comes with ownership of an older and inefficient facility.

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

This Agreement provides that the County convey the Library to the City for a dollar and then leaseback the facility for a dollar a year for twenty years or until such time as the City is prepared to relocate the Library into a new location to be owned and provided by the City. The County shall be liable for one half of all maintenance costs (up to a maximum of \$75,000 per year) during the first three years of the leaseback. Following the initial three years, the City would be liable for all maintenance costs.

If the City elects not to begin construction of a new library facility by the first day of the 18th year following the Commencement Date of the Lease, then the City shall agree to one of the following: a) Extend the Lease term an additional twenty years on mutually acceptable terms and conditions; or b) Locate a mutually acceptable site for the provision of library services in the City of Indio; or c) Transfer the obligation and provision of library services to the City of Indio in compliance with the provisions of Education Code Section 19100 et. seq., as the same may be amended from time to time.

If the City constructs a replacement library, the County would provide and pay up to six hundred thousand dollars for furniture, fixtures and equipment (FF&E) necessary in the provision of library services by the County as a tenant in the new Library.

This sale is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption.

Resolution 2017-067 has been approved as to form by County Counsel.

**Impact on Residents and Businesses**

The County and City share a public interest in providing the residents and families of this region with improved service. The provision of library services in a modernized facility and environment will benefit both resident and the businesses in and around the new library. At the same time the modernization and renovation of the Civic Center will enhance service for residents and businesses of both the City and County.

**SUPPLEMENTAL**

**Additional Fiscal Information**

There are potential County maintenance costs of up to \$225,000 (\$75,000 per year) within the first three years of the 20 year Lease Agreement, which will be paid through the County Library Fund. The actual amount of maintenance necessary in each year of the first three years is still unknown. Beyond the third year of the Lease Agreement, the City will provide and pay for all maintenance costs.

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If the City elects to build a new Library to replace the current McCandless Library, then the County would provide and pay for up to \$600,000 for FF&E. In the event that the City does provide for development of a new Library, the County will then return to the Board to pursue an allocation of funding the FF&E.

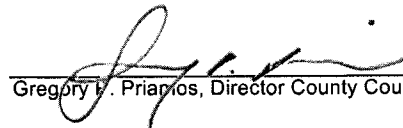
Attachments:

Resolution No 2017-067: Authorization to Convey Real Property and Improvements  
Cooperative Agreement  
Lease Agreement  
Notice of Exemption  
Aerial Image

RF:JWW:VC:VY:CE:tg 028EO 18.641 13494  
Minute Traq #3608

  
Rehini Dasika, Principal Management Analyst

4/3/2017



Gregory L. Priamos, Director County Counsel

3/23/2017

FORM APPROVED COUNTY COUNSEL  
BY: R. TODD FRAHM  
DATE 3/13/17

1 Board of Supervisors

County of Riverside

2 Resolution No. 2017-067

3 Authorization to Convey Real Property to the City of Indio  
4 200 Civic Center Mall, Indio, County of Riverside, California  
5 Assessor's Parcel Number 611-212-041  
6

7 WHEREAS, the City of Indio ("City") desires to expand its administrative facilities  
8 to meet its growing needs and has determined certain parcels of land and a building  
9 situated adjacent and contiguous to its City Hall, would best serve the need for these  
10 expanded facilities; and

11 WHEREAS, the County of Riverside ("County") owns land and the  
12 improvements thereon, including an approximately 19,612 square foot building,  
13 situated adjacent to Indio's City Hall; and

14 WHEREAS, the County operates a public library on the County Property known  
15 as the McCandless Library as a part of the County Free Library System pursuant to  
16 Education Code, §19100, et. seq.; and

17 WHEREAS, the Parties recognize and acknowledge that it is in the public  
18 interest to insure that people have free and convenient access to library resources  
19 regardless of where they live, and the McCandless Library is a vitally important public  
20 facility which serves the welfare, education and public interests of the residents of the  
21 City of Indio and the surrounding County residents; and

22 WHEREAS, the City desires to acquire the County Property to expand its  
23 administrative facilities and the County is willing to sell the County Property to the City  
24 and lease it back from the City for use as a public library for twenty (20) years, or until  
25 three (3) months after the City notifies County that the City has completed a new library  
26 on City Property, if earlier; and

27 WHEREAS, the Parties desire to enter into this Agreement to provide a binding  
28 process for the parties to complete the sale of County Property to the City and the

1 lease-back of the County Property by the City to the County, as well as the general  
2 terms on which the City may construct a new library; and

3 WHEREAS, pursuant to Government Code Section 25365, with a four-fifths  
4 vote, the County may transfer interests in real property or any interest therein,  
5 belonging to the County to another public agency, upon terms and conditions as  
6 agreed upon and without complying with any other provisions of the Government Code,  
7 if the property or interest therein to be conveyed is not required for County use; and

8 WHEREAS, the County has reviewed and determined that the purchase of the  
9 Property is categorically exempt from the California Environmental Quality Act  
10 ("CEQA") pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3)  
11 because the proposed project is the purchase of real property involving the transfer of  
12 title to the real property for the continued use of existing improvements situated on the  
13 Property with no major improvements occurring at this time and no significant impacts  
14 on the environment; now, therefore,

15 BE IT RESOLVED, DETERMINED AND ORDERED by a four-fifths vote of the  
16 Board of Supervisors of the County of Riverside ("Board"), in regular session  
17 assembled on April 11, 2017, at 9:00 a.m. or soon thereafter, in the meeting room of  
18 the Board of Supervisors located on the 1st floor of the County Administrative Center,  
19 4080 Lemon Street, Riverside, California, based upon a review of the evidence and  
20 information presented on the matter, as it relates to this conveyance, this Board:

21 1. Has determined that the proposed conveyance of property is  
22 categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301  
23 and 15061(b)(3) because the County is conveying the Property to the City for the  
24 lease back and continued use by the County and it can be seen with certainty that  
25 there is no possibility that the activity in question will have a significant effect on the  
26 environment;

27 2. Authorizes the conveyance to the City the following described real  
28 property: certain land and improvements located at 200 Civic Center Mall, City of

1 Indio, County of Riverside, State of California, also identified as Assessor's Parcel  
2 Number 611-212-041, consisting of land and improvements (a 19,612 square foot  
3 building) on 1.54 acres of land, more particularly described in Exhibit "A" Legal  
4 Description, attached hereto and thereby made a part hereof;

5 3. Authorizes the Cooperative Agreement between the County and City  
6 transferring the Property to the City and providing the terms upon which the  
7 McCandless Library that serves the Coachella Valley residents could be relocated.  
8 The County will convey the above referenced real property for consideration of one  
9 dollar (\$1) and lease the property back to the County.

10 In exchange, the City shall use its good faith efforts to construct a fully  
11 improved library as a replacement facility. The County of Riverside will contribute up to  
12 six hundred thousand dollars (\$600,000) or forty dollars (\$40) per square foot to cover  
13 the cost of furniture, fixtures and equipment (FF&E). Upon completion of the  
14 replacement McCandless Library at its relocation site, the County of Riverside will  
15 enter into a lease with the City of Indio for the new facility. If the City elects not to  
16 begin construction of a new library facility by the first day of the 18th year following the  
17 Commencement Date of the Lease, then the City shall agree to one of the following:

18 a. Extend the Lease term an additional twenty years on mutually acceptable terms  
19 and conditions; or b. Locate a mutually acceptable site for the provision of library  
20 services in the City of Indio; or c. Transfer the obligation and provision of library  
21 services to the City of Indio in compliance with the provisions of Education Code  
22 Section 19100 et. seq., as the same may be amended from time to time; and

23 4. Authorize the Lease between the County and City for the McCandless  
24 Library location. The initial Lease term will be for a period of twenty years at one  
25 dollar (\$1) a year. The County shall be liable for one half of all maintenance costs (up  
26  
27  
28

1 to a maximum of \$75,000 per year) during the first three years. Following the first  
2 three years, the City shall be responsible for all maintenance costs.

3 BE IT FURTHER RESOLVED, DETERMINED and ORDERED that this Board  
4 hereby approves the Cooperative Agreement and Lease between the County of  
5 Riverside and City of Indio ("Agreements"), and authorizes the Chairman of the Board  
6 of Supervisors of the County of Riverside to execute the Agreements on behalf of the  
7 County.

8 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County  
9 Executive Officer/EDA, or his designee, is authorized to execute any other documents  
10 and administer all actions necessary to complete the conveyance of real property.

11 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board  
12 of Supervisors is directed to file the Notice of Exemption with the County Clerk.

13 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of  
14 Supervisors has given notice hereof pursuant to California Government Code Section  
15 6061.

16  
17 ROLL CALL:

18 Ayes: Jeffries, Tavaglione, Washington and Ashley  
19 Nays: None  
20 Absent: None

21 The foregoing is certified to be a true copy of a resolution duly  
22 adopted by said Board of Supervisors on the date therein set forth.

23 KECIA HARPER-IHEM, Clerk of said Board

24 By 

25 Deputy

26  
27  
28 CAO:ra/031317/028EO/18.829



EXHIBIT "A"

Description of Leased Premises

The following land and all improvements thereon:

PARCEL ONE:

LOTS 1, 2, 3, AND 4 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

TOGETHER WITH THE SOUTHERLY HALF OF BLISS AVENUE AND ALLEY WAYS PER RESOLUTION NO. 2622, RECORDED OCTOBER 23, 1973 AS INSTRUMENT NO. 73-138062 OF OFFICIAL RECORDS.

PARCEL TWO:

LOTS 13, 14, 15 AND 16 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

TOGETHER WITH THE SOUTHERLY HALF OF BLISS AVENUE AND ALLEY WAYS PER RESOLUTION NO. 2622, RECORDED OCTOBER 23, 1973 AS INSTRUMENT NO. 73-138062 OF OFFICIAL RECORDS.



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

4/12/17  
Date

kb  
Initial

## NOTICE OF EXEMPTION

February 1, 2017

**Project Name:** County of Riverside, Economic Development Agency (EDA) McCandless Library Relocation Project, Indio

**Project Number:** FM0417200319

**Project Location:** 200 Civic Center Mall, west of Smurr Street Indio, California 92201; Assessor Parcel Number (APN) 611-212-041 (See Attached Exhibit)

**Description of Project:** The County of Riverside (County) is the owner of real property consisting of 1.54 acres of land and improvements consisting of a Library, parking lot, landscaping, and internal circulation located at 200 Civic Center Mall in the City of Indio, identified with APN 611-212-041. On February 7, 2017, the Board of Supervisors (Board) determined that the real property pursuant to Government Code 22520 is no longer necessary to be retained by the County for public purposes. The sale of the property and transfer of title is identified as the proposed Project under the California Environmental Quality Act (CEQA). The property is a developed site and does not have significant value for wildlife habitat or other environmental purposes. The sale of the property does not include any land use entitlements, or changes required to comply with zoning and building codes. No additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency

**Exempt Status:** State CEQA Guidelines, Section 15312, Class 12, Surplus Government Property Sales Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15312.

**Reasons Why Project is Exempt:** The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include unusual circumstances which would have a potentially significant effect on the environment. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the sale of surplus government property and associated transfer of title.

APR 11 2017 3.29

[www.rivcoeda.org](http://www.rivcoeda.org)

Administration  
Aviation  
Business Intelligence  
Cultural Services  
Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development



**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

Project Name: County of Riverside McCandless Library Relocation Project, Indio

Accounting String: 524830-47220-7200400000- FM0417200319

DATE: February 1, 2017

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature:  \_\_\_\_\_

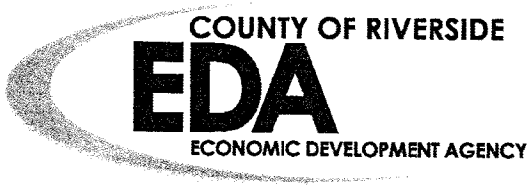
PRESENTED BY: Candice Etter, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

RECEIPT # (S) \_\_\_\_\_



Date: February 1, 2017

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0417200319**  
County of Riverside McCandless Library Relocation Project, Indio

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to:**

**Mail Stop #1330**

**Attention: Mike Sullivan, Senior Environmental Planner,**

**Economic Development Agency,**

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

**If you have any questions, please contact Mike Sullivan at 955-8009.**

Attachment

cc: file

Recorded at request of and return to:

City of Indio  
Economic Development Agency  
Real Property Division  
3403 Tenth Street, Suite 400  
Riverside, CA 92501

**FREE RECORDING**  
This instrument is for the benefit of  
**THE CITY OF INDIO** and is  
entitled to be recorded without fee.  
(Govt. Code 6103)

(Space above this line reserved for Recorder's use)

PROJECT: McCandless Library  
APN: 611-212-041

## GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, COUNTY OF RIVERSIDE, a political subdivision of the State of California, grants to the CITY OF INDIO, a California municipal corporation, the real property in the City of Indio, State of California, described as follows together with all improvements thereon:

**PARCEL ONE:**

LOTS 1, 2, 3, AND 4 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

TOGETHER WITH THE SOUTHERLY HALF OF BLISS AVENUE AND ALLEY WAYS PER RESOLUTION NO. 2622, RECORDED OCTOBER 23, 1973 AS INSTRUMENT NO. 73-138062 OF OFFICIAL RECORDS.

**PARCEL TWO:**

LOTS 13, 14, 15 AND 16 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

TOGETHER WITH THE SOUTHERLY HALF OF BLISS AVENUE AND ALLEY WAYS PER RESOLUTION NO. 2622, RECORDED OCTOBER 23, 1973 AS INSTRUMENT NO. 73-138062 OF OFFICIAL RECORDS.

**GRANTOR:**

COUNTY OF RIVERSIDE  
a political subdivision of the State of California

By: 

John Tavagnone, Chairman  
Board of Supervisors

**ATTEST:**

Kecia Harper  
Clerk of the Board

By: 

Deputy

FORM APPROVED COUNTY COUNSEL

BY: 

R. TODD FRAHM

2/23/17

DATE

CERTIFICATE OF ACCEPTANCE  
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed to the City of Indio by that certain Grant Deed dated \_\_\_\_\_, 2017, executed by the County of Riverside is hereby accepted by the undersigned officer on behalf of the City of Indio pursuant to the authority conferred by action of the City Council of the City of Indio on \_\_\_\_\_, 2017, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_ 2017

By: \_\_\_\_\_  
Dan Martinez, City Manager



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Indio  
100 Civic Center Drive  
Indio, CA 92202  
Attn: City Clerk

APNs: 611-212-041

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Lessor declares that this Memorandum of lease is exempt from Recording Fees pursuant to California Government Code Section 27383, and is exempt from Documentary Transfer Tax under Reserve and Taxation Code Section 11922.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated as of \_\_\_\_\_, 201\_ and is entered into by and between the CITY OF INDIO, a municipal corporation ("Landlord") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Tenant").

RECITALS

A. Landlord and Tenant executed that certain Lease Agreement dated \_\_\_\_\_, 201\_ (the "Lease") for the land in the City of Indio described on Exhibit "A" attached hereto and the improvements thereon (the "Property").

B. Landlord and Tenant now desire to record this Memorandum in order to, among other things, comply with law requiring that municipal leases be recorded.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

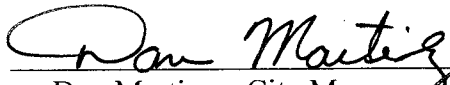
1. Ground Lease. Landlord has leased the Property to Tenant, and Tenant has leased the Property from Landlord, upon and subject to the terms and conditions set forth in the Lease. The Lease is hereby incorporated herein by this reference.

2. Term. The term of the Lease commences on the date on which the City acquires title to the Property from the County and expires twenty (20) calendar years thereafter, subject to rights in favor of the Landlord to terminate the Lease as provided in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date and year first above written.

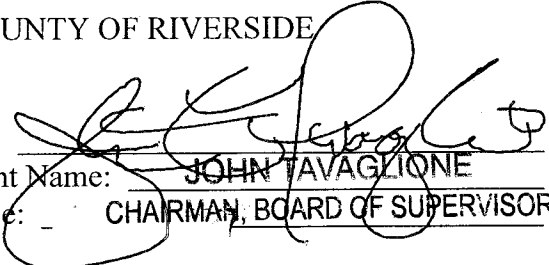
LANDLORD:

CITY OF INDIO

By:   
Dan Martinez, City Manager

TENANT:

COUNTY OF RIVERSIDE

By:   
Print Name: JOHN TAVAGLIONE  
Title: CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM, Clerk

By:   
DEPUTY

FORM APPROVED COUNTY COUNSEL

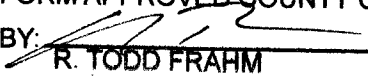
BY:  2/1/17  
R. TODD FRAHM DATE

EXHIBIT "A" TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION

The following land and all improvements thereon:

PARCEL ONE:

LOTS 1, 2, 3, AND 4 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

TOGETHER WITH THE SOUTHERLY HALF OF BLISS AVENUE AND ALLEY WAYS PER RESOLUTION NO. 2622, RECORDED OCTOBER 23, 1973 AS INSTRUMENT NO. 73-138062 OF OFFICIAL RECORDS.

PARCEL TWO:

LOTS 13, 14, 15 AND 16 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

TOGETHER WITH THE SOUTHERLY HALF OF BLISS AVENUE AND ALLEY WAYS PER RESOLUTION NO. 2622, RECORDED OCTOBER 23, 1973 AS INSTRUMENT NO. 73-138062 OF OFFICIAL RECORDS.

**LEASE AGREEMENT**

**McCandless Library**

200 Civic Center Mall, Indio

This **Lease Agreement** ("Lease") is dated as of April 11, 2017 [TO BE DATED AS OF DATE OF CLOSE OF ESCROW FOR THE SALE OF THE COUNTY PROPERTY TO CITY] ("Effective Date") and is entered into by and between the **CITY OF INDIO**, a California municipal corporation of the State of California ("Lessor") and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County"), sometimes hereinafter collectively referred to as the "Parties".

**RECITALS**

WHEREAS, the Lessor and County have entered into that certain Cooperative Agreement dated April 11, 2017 ("Agreement") for the purchase by City and sale by County of certain real property owned by County and the leaseback to the County of such property conveyed by the County to the City under the Agreement;

WHEREAS, under the Agreement the County has conveyed to City fee title to the land described in Exhibit "A" and all improvements therein (the "Premises");

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledges, the Parties agree as follows:

1. **Description.** Lessor hereby leases the Premises to County, and County hereby leases the Premises from Lessor, upon the terms hereafter set forth.

2. **Use.**

(a) The County shall use the Premises for the purpose of providing library services to the public.

(b) County shall have the exclusive possession of the Premises for the purposes described in clause (a) above, except that City and County may agree on terms regarding the use of the Premises by the City for its sole use as determined by the parties.

3. **Term.**

The Term of this Lease shall be for a period of twenty (20) years commencing upon the Effective Date, subject to earlier termination under Section 4 below.

4. **Options to Terminate.** Lessor shall have the option to terminate this Lease in its sole and absolute discretion upon three (3) months' prior written notice to County that the City has constructed a new library and County may move the library on the Premises to such new library; or upon written notice if the County fails to continuously operate the Premises as a public library pursuant to Paragraph 2, above, at least eight (8) hours per day, five (5) days per week, or as mutually agreed by the Parties, for a period of thirty (30) consecutive days, or for thirty (30) days in any one (1) year period. Upon the expiration or earlier termination of this Lease, County shall vacate the Premises and remove all personal property from the Premises prior to the date of termination. Any property not so removed may be stored by City at the cost of County or disposed of by the City in any manner without liability to County, and in that regard County hereby expressly waives all rights and benefits under California Civil Code Section 1993 and similar law.

5. **Rent.** County shall pay the sum of one dollar (\$1.00) per year to Lessor as rent for the Premises, payable, in advance, on the first day of each calendar year following the Effective Date.

6. **Custodial Services.** County shall provide, or cause to be provided, and shall pay for reasonable custodial services and refuse collection services in connection with the Leased Premises.

7. **Utilities.** County shall also obtain and pay for all electric, gas, data, water, refuse, sewer and telephone services used in connection with the leased Premises.

8. **Maintenance.**

(a) City will be responsible for all maintenance and repair necessary to keep the entire Premises (interior and exterior) in good working condition and repair, including without limitation all fixtures and landscaping and all air conditioning, equipment, heating equipment, plumbing, electrical wiring and fixtures and windows, and City will also perform all necessary capital repairs and replacements and all structural portions of the Premises and all changes required by laws (such as the Americans With Disabilities Act), new laws or changes in laws. All of the City work described in the preceding sentence is hereinafter referred to as the "City Work". County shall reimburse City within thirty (30) days after written demand, along with all documentation necessary to evidence completion of such City Work, for fifty percent (50%) of the costs of City Work completed during the first three (3) years of the Term, but not more than Seventy Five Thousand Dollars (\$75,000.00) per year (for a total maximum aggregate reimbursement payment amount of \$225,000.00).

If the improvements on the leased Premises are materially damaged or destroyed and the damage is covered by Lessor's casualty insurance, Lessor shall repair the damage as soon as reasonably practicable, but if any material portion of the cost of repair is not covered by reasonable casualty insurance, or if the casualty is "covered" but was caused by County or its agents, employees, invitees or contractors and will require Lessor to spend a material amount as

a deductible sum, then Lessor shall have the right to decide in its sole and absolute discretion whether or not to rebuild or repair provided Lessor has consulted with County in good faith on whether or not to rebuild prior to the City making its decision. In the event Lessor decides to not rebuild or repair the Premises to a condition that would allow the continued operation of the library, the County shall not be obligated to make such repairs or rebuild the Premises. Should such an event occur, City agrees to do one of the following: (i) locate a mutually acceptable site for the provision of library services in the City of Indio; or (ii) transfer the obligation and provision of library services to the City of Indio in compliance with the provisions of Education Code Section 19100 et. seq., as the same may be amended from time to time.

9. **Improvements by County.**

(a) Any alterations, improvements or installation of fixtures to be undertaken by County shall have the prior written approval of Lessor (in its proprietary capacity as lessor under this Lease) after County has submitted plans for any such proposed alterations, improvements or fixtures to Lessor in writing. Such consent shall not be unreasonably withheld by Lessor, but may be withheld if the proposed alterations would materially increase Lessor's insurance or maintenance costs of the costs of renovating the Premises for Lessor's use after the expiration or earlier termination of this Lease. Additionally, County must obtain all required governmental permits and approvals from the City of Indio in its governmental capacity.

(b) Any new fixtures installed by County shall remain County property and may be removed by County at or prior to the expiration of this Lease; provided, however, that such removal does not cause injury or damage to the Premises, or in the event it does, County restores the Premises and repairs any and all damage. If any such damage is not properly restored or repaired, Lessor may restore and repair the same and County shall reimburse Lessor

for the costs thereof within ten (10) business days after written demand. County's obligations under this Section shall survive the expiration or earlier termination of this Lease.

10. **Indemnification.** Hold Harmless/Indemnification.

(a) City shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, attorneys and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of City, its officers, employees, contractors, agents or representatives arising out of City's obligations under this Lease, including but not limited to property damage, bodily injury, or death. City shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, attorneys and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by City, City shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes City's indemnification of County. City's obligations hereunder shall be satisfied when City has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe City's obligations to indemnify and hold harmless the County.



(b) City agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

(c) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the City from indemnifying the County to the fullest extent allowed by law.

(d) County shall indemnify and hold harmless the City, its departments, directors, officers, City Councilmembers, elected and appointed officials, employees, agents, attorneys and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of County, its officers, employees, contractors, agents or representatives arising out of County's obligations under this Lease, including but not limited to property damage, bodily injury, or death. County shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the City of Riverside, its Departments, directors, officers, City Councilmembers, elected and appointed officials, employees, agents, attorneys and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by County, County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of City. County's obligations hereunder shall be satisfied when County has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved.

(e) County agrees to notify City of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

(f) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the County from indemnifying the City to the fullest extent allowed by law.

11. **Insurance.**

(a) **County's Insurance.** County maintains funded programs of Self-Insurance. County shall provide to City a Certificate of Self-Insurance evidencing the County's Self-Insurance for the following coverage, if so requested by City. Without limiting or diminishing any indemnification contained within this Lease, County and/or their authorized representatives, including, if any, a property management company, shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Lease.

(1) **Workers' Compensation.** Workers' Compensation Insurance (Coverage A) for County's employees 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 one million dollars (\$1,000,000) per person per accident. The policy shall be endorsed to waive subrogation.

(2) **Commercial General Liability.** Commercial General Liability Insurance coverage, covering bodily injury, property damage, and personal injury arising out of or relating, directly or indirectly, to the lease of the Premises and all areas appurtenant thereto including claims which may arise from or out of County's operations, use, and management of

the Premises. Policy shall name the City, its officers, elected and appointed officials, employees, agents, independent contractors or representatives as an Additional Insureds. Policy limits shall not be less than one million dollars (\$1,000,000) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the occurrence limit.

(3) **Vehicle Liability.** If County vehicles or licensed mobile equipment are used in connection with the library, County shall maintain auto liability insurance for all owned, non-owned or hired automobiles in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit. Policy shall name the City, its officers, elected and appointed officials, employees, agents, independent contractors or representatives as Additional Insureds.

(4) **General Liability Insurance Provisions – All Lines.**

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

(ii) The County or County's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed five hundred thousand dollars (\$500,000) per occurrence such deductibles and/or retentions shall have the prior written consent of the City's Risk Manager before the commencement of the Lease term. Upon notification of deductibles

or self insured retentions which are deemed unacceptable to the City, at the election of the City's Risk Manager, County's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Lease with the City or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

(5) At the inception of this Lease and annually at the insurance policy renewal date(s), the County shall cause its insurance carrier(s) to furnish the Lessor with: 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the City's Risk Manager for good cause, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the City of Indio prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate this Lease unless the City receives another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(6) It is understood and agreed by the parties hereto and the County's insurance company(s) that the Certificate(s) of Insurance and policies shall so covenant and shall

be construed as primary insurance, and any Lessor insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(b) **City Insurance.** City shall provide commercially reasonable casualty insurance for the improvements on the Premises with a waiver of subrogation rights, and shall provide County with reasonable evidence thereof upon written request.

Without limiting or diminishing any indemnification contained within this Lease, Lessor and/or their authorized representatives, including, if any, a property management company, shall procure and maintain or cause to be maintained, at its sole cost and expense, the additional following insurance coverage during the term of this Lease.

(i) **Workers' Compensation.** Workers' Compensation Insurance (Coverage A) for City's employees 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 in favor of the County of Riverside to waive subrogation.

(ii) **Commercial General Liability.** Commercial General Liability Insurance coverage, covering bodily injury, property damage and personal injury arising out of or relating directly to the lease of the Premises and all areas appurtenant thereto and arising from or out of City's operations, use and management of the Premises under this Lease. Policy shall name the County of Riverside, its Special Districts, Agencies, Districts and Departments, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents, independent contractors or representatives as an Additional Insured. Policy limits shall not be less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the occurrence limit.

(iii) Vehicle Liability. If vehicles or licensed mobile equipment are used in connection with Lessor's obligations under this Lease, Lessor shall maintain auto liability insurance for all owned, non-owned or hired automobiles in an amount not less than \$1,000,000 per occurrence combined single limit. Policy shall name the County of Riverside, its Special Districts, Agencies, Districts, and Departments, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents, independent contractors or representatives as Additional Insured.

(iv) Property (Physical Damage).

(a) All-Risk real property insurance coverage, including earthquake and flood, if applicable, from the California Joint Powers Insurance Authority for the replacement cost value of buildings, structures, fixtures, all improvements therein, and building systems on the Project as the same exists at each early anniversary of the term.

(v) General Insurance Provisions – All Lines.

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

(b) The Lessor or Lessor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000.00 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of

the Lease term. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, Lessor's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

(c) At the inception of this Lease and annually at the Lessor's insurance policy renewal date(s), the Lessor shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Lease shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. The Lease term

shall not commence until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

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

**13. Notices.** Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below and sent by certified mail or overnight delivery by a reputable messenger services:

**County:**

County of Riverside  
Real Estate Division/EDA  
3403 Tenth Street, Suite 400  
Riverside, California 92501  
Attn: Vincent Yzaguirre  
Deputy Director Real Estate

**Lessor:**

City of Indio  
100 Civic Center Drive  
Indio, California, 92202  
Attention: Dan Martinez  
City Manager

Or to such other addresses as from time to time shall be designated in writing by the respective parties pursuant to a notice given under this Section.

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

**15. Assignment and Subletting.** County shall not assign this Lease or sublease the Premises without the prior written consent of City in its sole and absolute discretion.



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

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

18. **Governing Law.** This agreement, or any action arising between the parties, shall be governed by the laws of the State of California.

19. **Representatives.** County hereby appoints the Assistant County Executive Officer of the Economic Development Agency as its authorized representative to administer this Lease and said authorized representative shall have the authority to amend this Lease provided the amendment is in writing. City hereby appoints the City Manager as its authorized representative to administer this Lease, and said authorize representative shall have the authority to amend this Lease provided the amendment is in writing

20. **Entire Lease.** This Lease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith, however, nothing in this Lease shall be construed to modify the Agreement.

21. **Interpretation.** The parties hereto have negotiated this Lease at arm's length with advice of their respective attorneys, and no provision contained herein shall be construed against either party.

22. **Time of Essence.** Time is of the essence of every provision hereof in which time is a factor.

23. **Memo of Lease.** The parties shall execute, acknowledge and record a memorandum of lease for this Lease (as required by law) in the form attached hereto as Exhibit "B" concurrently with the delivery through escrow of this Lease.

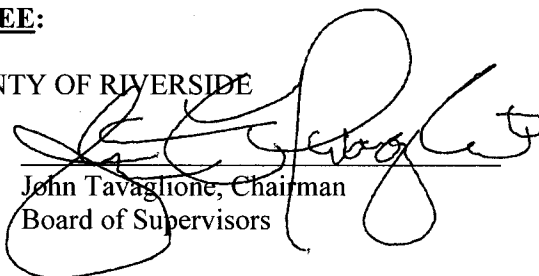
24. **Counterparts.** This Lease (and the Memorandum of Lease) may be executed in counterparts, each of which and all of which together shall constitute the same agreement.

SIGNATURE PROVISIONS FOLLOW

**LESSEE:**

COUNTY OF RIVERSIDE

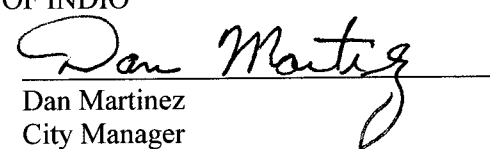
By:

  
John Tavaglione, Chairman  
Board of Supervisors

**LESSOR:**

CITY OF INDIO

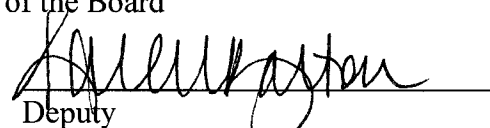
By:

  
Dan Martinez  
City Manager

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By:

  
Deputy

ATTEST:

Cynthia Hernandez  
City Clerk

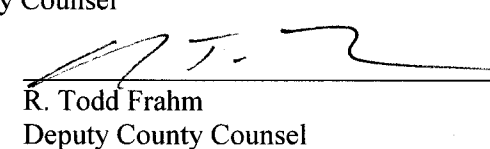
By:

  
for

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By:

  
R. Todd Frahm  
Deputy County Counsel

APPROVED AS TO FORM:

By:

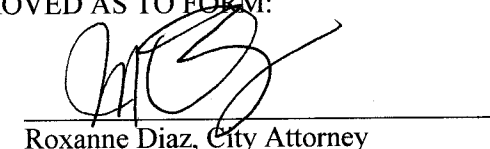
  
Roxanne Diaz, City Attorney

EXHIBIT "A" TO LEASE

Description of Leased Premises

The following land and all improvements thereon:

PARCEL ONE:

LOTS 1, 2, 3, AND 4 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

TOGETHER WITH THE SOUTHERLY HALF OF BLISS AVENUE AND ALLEY WAYS PER RESOLUTION NO. 2622, RECORDED OCTOBER 23, 1973 AS INSTRUMENT NO. 73-138062 OF OFFICIAL RECORDS.

PARCEL TWO:

LOTS 13, 14, 15 AND 16 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

TOGETHER WITH THE SOUTHERLY HALF OF BLISS AVENUE AND ALLEY WAYS PER RESOLUTION NO. 2622, RECORDED OCTOBER 23, 1973 AS INSTRUMENT NO. 73-138062 OF OFFICIAL RECORDS.

EXHIBIT "B" TO LEASE

FORM OF MEMORANDUM OF LEASE

(Attached.)

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Indio  
100 Civic Center Drive  
Indio, CA 92202  
Attn: City Clerk

APNs: 611-212-041

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Lessor declares that this Memorandum of lease is exempt from Recording Fees pursuant to California Government Code Section 27383, and is exempt from Documentary Transfer Tax under Reserve and Taxation Code Section 11922.

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated as of \_\_\_\_\_, 201\_ and is entered into by and between the CITY OF INDIO, a municipal corporation ("Landlord") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Tenant").

### RECITALS

A. Landlord and Tenant executed that certain Lease Agreement dated \_\_\_\_\_, 201\_ (the "Lease") for the land in the City of Indio described on Exhibit "A" attached hereto and the improvements thereon (the "Property").

B. Landlord and Tenant now desire to record this Memorandum in order to, among other things, comply with law requiring that municipal leases be recorded.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Ground Lease. Landlord has leased the Property to Tenant, and Tenant has leased the Property from Landlord, upon and subject to the terms and conditions set forth in the Lease. The Lease is hereby incorporated herein by this reference.

2. Term. The term of the Lease commences on the date on which the City acquires title to the Property from the County and expires twenty (20) calendar years thereafter, subject to rights in favor of the Landlord to terminate the Lease as provided in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date and year first above written.

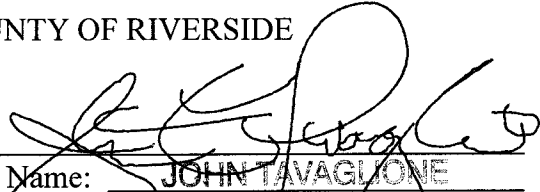
LANDLORD:

CITY OF INDIO

By: \_\_\_\_\_  
Dan Martinez, City Manager

TENANT:

COUNTY OF RIVERSIDE

By:   
Print Name: JOHN TAVAGLIONE  
Title: CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA WAPPER-IHEM, Clerk

By:   
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:  2/1/17  
R. TODD FRAHM DATE

EXHIBIT "A" TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION

The following land and all improvements thereon:

PARCEL ONE:

LOTS 1, 2, 3, AND 4 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

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**COOPERATIVE AGREEMENT**  
**CONCERNING THE MCCANDLESS LIBRARY**

(SALE OF PROPERTY BY THE COUNTY OF RIVERSIDE  
TO THE CITY OF INDIO,  
LEASEBACK OF SUCH PROPERTY BY THE CITY OF INDIO  
TO THE COUNTY OF RIVERSIDE AND CONSTRUCTION BY CITY  
AND LEASE TO COUNTY OF NEW LIBRARY)

entered into  
by and between the

**CITY OF INDIO,**  
a California municipal corporation

and the

**COUNTY OF RIVERSIDE,**  
a political subdivision of the State of California

APR 11 2017 3.29



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**COOPERATIVE AGREEMENT**  
**CONCERNING THE MCCANDLESS LIBRARY**

**(SALE OF PROPERTY BY THE COUNTY OF RIVERSIDE TO THE CITY OF INDIO,  
THE LEASEBACK OF SUCH PROPERTY BY THE CITY OF INDIO TO THE  
COUNTY OF RIVERSIDE, AND CONSTRUCTION BY CITY AND LEASE TO  
COUNTY OF NEW LIBRARY)**

This COOPERATIVE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") and the CITY OF INDIO, a California municipal corporation ("City"). The County and the City are referred to herein individually as a "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, the City desires to expand its administrative facilities to meet its growing needs and has determined certain parcels of land and a building situated adjacent and contiguous to its City Hall, would best serve the need for these expanded facilities;

**WHEREAS**, the County owns land described on Exhibit "A" and the improvements thereon, including an approximately 19,612 square foot building, situated adjacent to Indio's City Hall (collectively, the "County Property");

**WHEREAS**, the County operates a public library on the County Property known as the McCandless Library as a part of the County Free Library System pursuant to Education Code, §19100, et. seq.;

**WHEREAS**, the Parties recognize and acknowledge that it is in the public interest to insure that people have free and convenient access to library resources regardless of where they live, and the McCandless Library is a vitally important public facility which serves the welfare, education and public interests of the residents of the City of Indio and the surrounding County residents;

**WHEREAS**, the City desires to acquire the County Property to expand its administrative facilities and the County is willing to sell the County Property to the City and lease it back from the City for use as a public library for twenty (20) years, or until three (3) months after the City notifies County that the City has completed a new library on City Property, if earlier;

**WHEREAS**, the Parties desire to enter into this Agreement to provide a binding process for the parties to complete the sale of County Property to the City and the lease-back of the County Property by the City to the County, as well as the general terms on which the City may construct a new library.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

Section 1. **Definitions.** For the purposes of this Agreement the following capitalized terms will be defined as outlined below.

A. Effective Date: The Effective Date is the date on which this Agreement is fully executed and duly approved by the City Council and the Board of Supervisors for the County of Riverside and delivered.

B. County Property: County is the owner of certain real property located at 200 Civic Center Mall in the City of Indio, County of Riverside, State of California located on the north side of Civic Center Drive and bounded on the west by Towne Street and Smurr Street on the east. The real property consists of land, appurtenances and certain improvements, including all the privileges, rights, easements appurtenant to the land, one existing building of approximately 19,612 square feet, and all other structures, fences, parking areas or improvements situated on approximately 1.54 acres, identified with Assessor's Parcel Number 611-212-041 and further described in Exhibit "A" (Legal Description of County Property).

C. Agreement Consideration and Purchase Price: The consideration for this Agreement paid by City is the sum of One Dollar (\$1.00), and the Purchase Price for the County Property to be paid by City is the sum of One Dollar (\$1.00).

D. Escrow Holders: The Escrow Holder is Lawyers Title Company, 625 E. Carnegie Drive, Suite 105, San Bernardino, CA, 92808, Attn: Colleen Graves, Escrow Officer; (909) 963-5570.

E. Title Company: The Title Company is Lawyers Title Company, 3480 Vine Street, Suite 300, Riverside, CA 92507, Attn: Peggy James-So, Title Officer; (951) 774-0825 (x617); Order Number 615674132.

F. Close of Escrow: The Close of Escrow for the conveyance of the County Property to the City will be deemed to have occurred when a grant deed and certificate of acceptance in the forms attached hereto as Exhibit "B" and a Memorandum of Lease in the form attached as Exhibit "C" are executed, acknowledged and recorded in the official records of the County of Riverside.

G. Closing Deadline: The deadline for the closing of the conveyance of the County Property to the City and the leasing by the City of such County Property to the County shall be the date that is thirty (30) days after the end of City's due diligence period under Section 8.1(b) below. The Parties may, of course, close earlier if desired.

H. Notices: Any notices required by this Agreement will be addressed as follows and sent as described in Section 14.8 below:

**COUNTY:**

COUNTY OF RIVERSIDE  
Economic Development Agency – Real Estate Division  
3403 Tenth Street, Suite 400  
Riverside, California 92501  
Attn: Vincent Yzaguirre  
Telephone: (951) 955-4800  
Email: vyzaguirre@rivco.org

**CITY:**

CITY OF INDIO  
Attn: Dan Martinez  
100 Civic Center Mall  
Indio, California 92201

Email: dmartinez@indio.org

**ESCROW HOLDER:**

Lawyers Title Company  
625 E Carnegie Drive #105  
San Bernardino, California 92408  
Attn: Colleen Graves  
Telephone (909) 963-5570  
Email: [cgraves@ltic.com](mailto:cgraves@ltic.com)

**TITLE COMPANY:**

Lawyers Title Company  
3480 Vine Street, Suite 100  
Riverside, California 92407  
Attn: Peggy Jones  
Telephone: (951) 774-0825  
Email: [peggyjones@landam.com](mailto:peggyjones@landam.com)

I. **Exhibits:**

Exhibit A - Legal Description of County Property  
Exhibit B - Form of Deed in favor of the City (and City Certificate of Acceptance)  
Exhibit C – Form of Lease Agreement (with Memorandum of Lease)

**Section 2. Agreement.**

2.1 Subject to the terms and conditions set forth in this Agreement: (i) County agrees to sell the County Property to City in its "as is" condition for the Purchase Price, and City agrees to buy the County Property from County in its "as is" condition for the applicable Purchase Price; and (ii) City agrees to lease the County Property to County, and County agrees to lease the County Property in its "as is" condition from City pursuant to the form of lease attached hereto as Exhibit "C" ("Lease").

2.2 Upon the Close of Escrow for the County Property, the City will then lease the County Property at one dollar (\$1.00) year on the terms of the Lease which will be executed and delivered as a condition to the Close of Escrow for the sale of the County Property to the City.

2.3 Provided the City and the County shall have agreed upon the terms of a twenty (20) year lease for the new library, between the City as landlord and the County as tenant, City shall use its good faith efforts to construct a new library on property owned or acquired by the City in the City of Indio and to install reasonable furniture, fixtures and equipment ("FF&E") therein for public library purposes. It is contemplated that such new lease shall require the County to deposit with City a sum equal to Forty Dollars (\$40.00) per usable square foot of the new library, as estimated in good faith by City based on preliminary plans for the new library, but in no event more than Six Hundred Thousand Dollars (\$600,000.00), after the City approves all construction documents required for the construction of the library, for application to the cost of such FF&E.

2.4 If the City elects not begin construction of a new library facility by the first day of the 18th year following the Commencement Date of the Lease, then the City shall agree to one of the following:

- a. Extend the Lease term an additional twenty years on mutually acceptable terms and conditions; or
- b. Locate a mutually acceptable site for the provision of library services in the City of Indio; or
- c. Transfer the obligation and provision of library services to the City of Indio in compliance with the provisions of Education Code Section 19100 et. seq., as the same may be amended from time to time.

**Section 3. Purchase Price and Other Deposits of Funds.** City shall deposit the Purchase Price plus all costs, expenses, and prorations payable by it under this Agreement with Escrow Holder, in the form of a cashier's check or other immediately available funds, at least one (1) business day prior to the scheduled Close of Escrow.

**Section 4. Opening of Escrow.** City and County shall open an escrow for the sale of the County Property to City, and the leasing of the County Property by City to County, with Escrow Holder within ten (10) business days after the Effective Date by delivering a copy of this executed Agreement to Escrow Holder. City and County agree to execute any additional

instructions reasonably required by the applicable Escrow Holder; however, if there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

**Section 5. Deliveries to Escrow Holder.**

(a) Deliveries by County. On or prior to the Closing Date for the sale of the County Property to the City, County will deliver or cause to be delivered to Escrow Holder the following items:

(i) A grant deed, duly executed and acknowledged by County and in recordable form, conveying the Property to City ("County Grant Deed"), in the form attached hereto as Exhibit "B";

(ii) A duly executed counterpart of the Lease; and

(iii) A duly executed and acknowledged counterpart of the Memorandum of Lease attached to the form of Lease.

(b) Deliveries by City. On or prior to the Closing Date for the sale by the County of the County Property to the City, City will deliver or cause to be delivered to Escrow Holder the following items:

(i) The Purchase Price;

(ii) A duly executed and acknowledged Certificate of Acceptance for the County Grant Deed;

(iii) A duly executed counterpart of the Lease;

(iv) A duly executed and acknowledged counterpart of the Memorandum of Lease; and

(v) The amount, if any, due County after the prorations are computed in accordance with Section 10 below.

5.2 By City and County. City and County will each deposit such other instruments consistent with this Agreement as are reasonably required by Escrow Holder or otherwise required for the applicable Close of Escrow. In addition, County and City will designate the Title Company as the "Reporting Person" for the transactions pursuant to Section 6045(e) of the Internal Revenue Code, if applicable.

**Section 6. Condition of Title.**

6.1 At the Close of Escrow for the sale by the County of the County Property to City, fee simple title to the County Property will be conveyed to City subject only to the following matters ("City Permitted Exceptions"):

- (a) A lien for assessments not yet due;
- (b) Matters affecting title of the County Property approved or deemed approved by City in accordance with this Agreement; and
- (c) Matters affecting title to the County Property created by or with the written consent of City (including the Lease).

**Section 7. Conditions to the Close of Escrow.**

7.1 Conditions to City's Obligations to Acquire County Property. The following shall be conditions to the City's obligation to purchase the County Property:

- (a) Title. The Title Company will issue, or shall have committed in writing to issue, an owner's title policy to City in the amount of \$500,000 including only the City Permitted Exceptions (as defined in Section 6.1 above) as title exceptions.
- (b) Deliveries. County shall have delivered to Escrow Holder the documents and funds required under Section 5.
- (c) No Default by County. County shall not be in default hereunder.

The conditions set forth in this Section are solely for the benefit of City and may be waived only by City and only in writing.

**Section 8. Title and Physical Due Diligence.**

8.1 Title Review By City for County Property.

(a) Title. Upon the execution of this Agreement, City may obtain a preliminary report from Title Company for the County Property. City will have thirty (30) days after delivery of such Preliminary Report from Title Company to advise County in writing of any objectionable exceptions to title ("Objectionable Exceptions") and upon delivery of such notice, the County shall have ten (10) days to advise the City and Escrow Holder in writing that:

- (i) County will remove any Objectionable Exceptions; or
- (ii) County will not cause the Objectionable Exceptions to be removed.

If County advises City that it will not cause the exceptions to be removed, City will have ten (10) business days to elect, at its sole remedy, to either proceed with the purchase and acquire the Property, subject to the Objectionable Exceptions or cancel the Escrow and this Agreement by written notice to County and the Escrow Holder, in which case any cancellation costs will be borne by City.

If City does not give County notice of its election within such ten (10) business day period, City will be deemed to have approved the condition of title to the County Property.

(b) Inspections by City With Respect to County Property. Within one hundred and eighty (180) days of the issuance of the right of entry from the County ("Due Diligence Period"), City will complete its due diligence investigation of:

(i) The physical condition of the County Property, including without limitation, any soil conditions, the status of the County Property with respect to hazardous and toxic materials, if any, and in compliance with all applicable laws including any laws relating to hazardous and toxic materials and all applicable laws;

(ii) All applicable government ordinances, rules and regulations of County's compliance therewith including, but not limited to, zoning and building regulations; and

(iii) All licenses, permits and other governmental approvals and/or authorizations relating to the County Property which shall remain in effect after the Close of Escrow.

Any Environmental Inspection shall be conducted pursuant to standard quality control/quality assurance procedures. City shall give County least two (2) business days' prior notice of any on-site testing of soil or subsurface conditions. Any groundwater, soil or other samples taken will be properly disposed of at City's sole cost and in accordance with all applicable laws. City shall promptly restore the inspected property to the condition in which it was found immediately prior to the Environmental Inspection.

If City disapproves its investigations, City may terminate this Agreement by written notice to County specifying the disapproved matter(s) prior to the end of City's Due Diligence Period.

**Section 9. Costs and Expenses.** City will pay the escrow fees and title insurance costs for the sale of the County Property.

**Section 10. Prorations.**

10.1 Tax Exempt Parties. Both parties hereto acknowledge that the County and City are public entities and exempt from payment of any real property taxes; consequently, there will be no proration of taxes through escrow. Any assessments shall be prorated as of the Close of Escrow.

10.2 Method of Proration. For purposes of calculating any prorations, City shall be deemed to have title to the County Property and responsible for the expenses thereof for the entire day upon which the Closing of the sale of the County Property to the City occurs, and County shall be deemed to have title to the City Property and responsible for the expenses thereof for the entire day on which the Closing of the sale of the City Property to the County occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred



sixty-five (365) day year or a thirty (30) day month as applicable. The obligations of the parties pursuant to this Section shall survive the applicable Closing and shall not merge into any documents of conveyance delivered at a closing.

Section 11. **Actions by Escrow Holder.** At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

11.1 Recording. Cause the applicable Grant Deed and Certificate of Acceptance to be recorded with the County Recorder and at the closing of the conveyance of the County Land to City, and also cause the Memorandum of Lease to be recorded immediately after the deed is recorded.

11.2 Delivery of Lease. Upon the closing of the conveyance of the County Land to City, deliver to City the counterpart of the Lease executed by County, and deliver to County the counterpart of the Lease executed by City.

11.3 Copies of Recorded Documents. Upon each closing, deliver copies of all recorded documents, showing recording information, to each party.

Section 12. **Hazardous Substances Representations and Warranties.**

12.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(a) "Environmental Law" means any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

(b) "Hazardous Substance" means any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated, under any Environmental Law, including asbestos, petroleum and petroleum products; and

(c) "Environmental Audit" means an environmental audit, review or testing of the (including without limitation, a so-called Phase I report and a so-called Phase II report) performed by a party or by any third party or consultant engaged to conduct such study.

12.2 Seller's Representations and Warranties as to Hazardous Substances. Except as may have previously disclosed by County to City in writing, County represents to City that to its actual knowledge:

(a) No Hazardous Substances exists now or has been used or stored on or within any portion of its property except those substances which are or have been used or stored on its property in the normal course of use and operation of its property and in compliance with all applicable Environmental Laws;

(b) There are no pending federal, state, or local enforcement, clean-up, removal, remedial or other governmental or regulatory actions instituted or completed with respect to Hazardous Substances;

(c) No claims have been made by any third party relating to any Hazardous Substances on its property; and

(d) There has been no disposal of Hazardous Substances or accidental spills which may have contaminated its property and no bulk storage of vehicle fuels or waste oils.

Nothing herein shall affect either party's obligations under applicable laws to disclose all material facts known to it.

12.3 Notices Regarding Hazardous Substances. County will promptly notify the City if it obtains actual knowledge that it or the County Property is subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substance, and the City (if given such notification) may then terminate this Agreement by written notice to County.

Section 13. **Indemnity for Physical Inspection.** City shall indemnify, defend and hold harmless County from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages and/or expenses caused by reason of its (or its agents, employees or independent contractors) entry onto the County Property prior to the close of escrow. City shall keep the County Property free of mechanic's liens related to its inspection activities.

Section 14. **General Provisions.**

14.1 Assignment. Neither party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other party.

14.2 Amendments. Any amendments to this Agreement shall be effective only when duly executed by Seller and Buyer and deposited with the Escrow Holder.

14.3 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California in which the County Property is located. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

14.4 Waiver. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for, performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

14.5 Severability. Invalidation of any of the terms, conditions, covenants, or other provisions contained herein by judgment or court order shall in no way affect any of the

other terms, conditions, covenants, or provisions hereof, and the remaining provisions shall remain in full force and effect.

14.6 Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

14.7 Survivability of Terms. Any provisions of this Agreement, which by their terms require performance by either party after the Close of Escrow, shall survive the Close of Escrow.

14.8 Notices. All notices or other communications required or permitted hereunder must be in writing, and be sent by reputable overnight messenger service or sent by certified mail, postage prepaid, return receipt requested to the addresses, set forth in Section 1(H). All notices sent by overnight messenger shall be deemed delivered on the next business day, and all notices sent by mail will be deemed received three (3) days after the date of mailing.

14.9 Exhibits and Recitals. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the body of this Agreement.

14.10 Brokers. City and County each represent to the other that no brokers, agents, finders or any other person have been used in connection with this transaction and that no brokerage or any other commission or fee will be payable. Each party agrees to defend, indemnify and hold harmless the other party from any and all claims, expenses, costs or liabilities arising in connection with a claim by a broker for any such fees or commissions based on its agreements or communication with such broker.

14.11 Counterparts. This Agreement may be executed in counterparts.

14.12 Time of Essence. Time is of the essence of every provision hereof in which time is a factor.

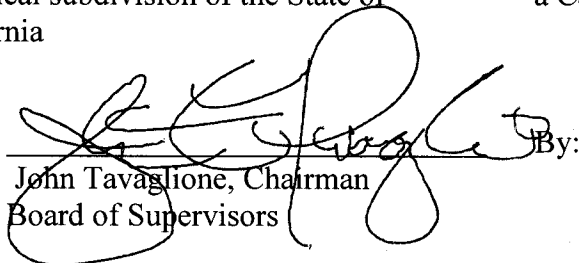
SIGNATURE PROVISIONS FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date and year set forth below.

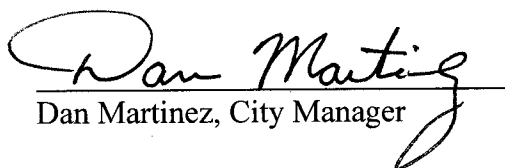
COUNTY OF RIVERSIDE,  
a political subdivision of the State of  
California

CITY OF INDIO,  
a California municipal corporation

By:

  
John Tavaglione, Chairman  
Board of Supervisors

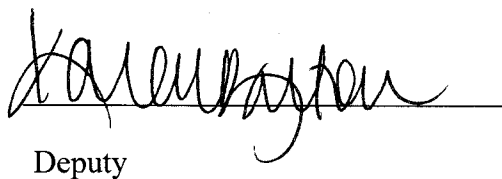
By:

  
Dan Martinez, City Manager

ATTEST:

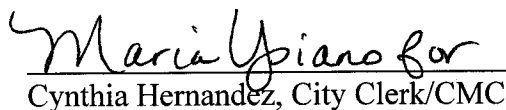
Kecia Harper  
Clerk of the Board

By:

  
Deputy

ATTEST:

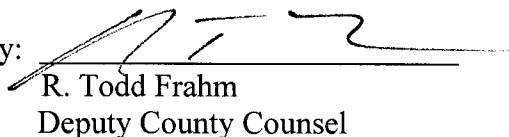
By:

  
Cynthia Hernandez, City Clerk/CMC

APPROVED AS TO FORM:

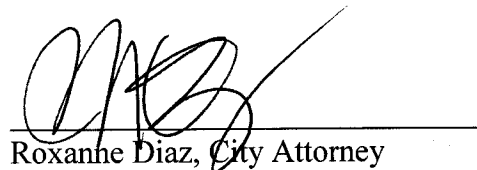
Gregory P. Priamos  
County Counsel

By:

  
R. Todd Frahm  
Deputy County Counsel

APPROVED AS TO FORM:

By:

  
Roxanne Diaz, City Attorney

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF COUNTY PROPERTY**

PARCEL ONE:

LOTS 1, 2, 3, AND 4 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

TOGETHER WITH THE SOUTHERLY HALF OF BLISS AVENUE AND ALLEY WAYS PER RESOLUTION NO. 2622, RECORDED OCTOBER 23, 1973 AS INSTRUMENT NO. 73-138062 OF OFFICIAL RECORDS.

PARCEL TWO:

LOTS 13, 14, 15 AND 16 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

TOGETHER WITH THE SOUTHERLY HALF OF BLISS AVENUE AND ALLEY WAYS PER RESOLUTION NO. 2622, RECORDED OCTOBER 23, 1973 AS INSTRUMENT NO. 73-138062 OF OFFICIAL RECORDS.

**EXHIBIT B**

**FORM OF GRANT DEED**

(Attached.)

Recorded at request of and return to:

City of Indio  
Economic Development Agency  
Real Property Division  
3403 Tenth Street, Suite 400  
Riverside, CA 92501

**FREE RECORDING**

This instrument is for the benefit of  
THE CITY OF INDIO and is  
entitled to be recorded without fee.  
(Govt. Code 6103)

(Space above this line reserved for Recorder's use)

PROJECT: McCandless Library  
APN: 611-212-041

## GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, COUNTY OF RIVERSIDE, a political subdivision of the State of California, grants to the CITY OF INDIO, a California municipal corporation, the real property in the City of Indio, State of California, described as follows together with all improvements thereon:

**PARCEL ONE:**

LOTS 1, 2, 3, AND 4 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

TOGETHER WITH THE SOUTHERLY HALF OF BLISS AVENUE AND ALLEY WAYS PER RESOLUTION NO. 2622, RECORDED OCTOBER 23, 1973 AS INSTRUMENT NO. 73-138062 OF OFFICIAL RECORDS.

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LOTS 13, 14, 15 AND 16 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

TOGETHER WITH THE SOUTHERLY HALF OF BLISS AVENUE AND ALLEY WAYS PER RESOLUTION NO. 2622, RECORDED OCTOBER 23, 1973 AS INSTRUMENT NO. 73-138062 OF OFFICIAL RECORDS.

**GRANTOR:**

COUNTY OF RIVERSIDE  
a political subdivision of the State of California

By: \_\_\_\_\_  
John Tavaglione, Chairman  
Board of Supervisors

**ATTEST:**

Kecia Harper  
Clerk of the Board

By: \_\_\_\_\_  
Deputy



CERTIFICATE OF ACCEPTANCE  
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed to the City of Indio by that certain Grant Deed dated \_\_\_\_\_, 2017, executed by the County of Riverside is hereby accepted by the undersigned officer on behalf of the City of Indio pursuant to the authority conferred by action of the City Council of the City of Indio on \_\_\_\_\_, 2017, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_ 2017

By: \_\_\_\_\_  
Dan Martinez, City Manager

**EXHIBIT C**

**FORM OF LEASE (WITH MEMORANDUM OF LEASE)**

(Attached.)

**LEASE AGREEMENT**

**McCandless Library**

200 Civic Center Mall, Indio

This **Lease Agreement** (“Lease”) is dated as of \_\_\_\_\_, 20\_\_ [TO BE DATED AS OF DATE OF CLOSE OF ESCROW FOR THE SALE OF THE COUNTY PROPERTY TO CITY] (“Effective Date”) and is entered into by and between the **CITY OF INDIO**, a California municipal corporation of the State of California (“Lessor”) and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California (“County”), sometimes hereinafter collectively referred to as the “Parties”.

**RECITALS**

WHEREAS, the Lessor and County have entered into that certain Cooperative Agreement dated \_\_\_\_\_, 2017 (“Agreement”) for the purchase by City and sale by County of certain real property owned by County and the leaseback to the County of such property conveyed by the County to the City under the Agreement;

WHEREAS, under the Agreement the County has conveyed to City fee title to the land described in Exhibit “A” and all improvements therein (the “Premises”);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledges, the Parties agree as follows:

1. **Description.** Lessor hereby leases the Premises to County, and County hereby leases the Premises from Lessor, upon the terms hereafter set forth.

2. **Use.**

(a) The County shall use the Premises for the purpose of providing library services to the public.

(b) County shall have the exclusive possession of the Premises for the purposes described in clause (a) above, except that City and County may agree on terms regarding the use of the Premises by the City for its sole use as determined by the parties.

3. **Term.**

The Term of this Lease shall be for a period of twenty (20) years commencing upon the Effective Date, subject to earlier termination under Section 4 below.

4. **Options to Terminate.** Lessor shall have the option to terminate this Lease in its sole and absolute discretion upon three (3) months' prior written notice to County that the City has constructed a new library and County may move the library on the Premises to such new library; or upon written notice if the County fails to continuously operate the Premises as a public library pursuant to Paragraph 2, above, at least eight (8) hours per day, five (5) days per week, or as mutually agreed by the Parties, for a period of thirty (30) consecutive days, or for thirty (30) days in any one (1) year period. Upon the expiration or earlier termination of this Lease, County shall vacate the Premises and remove all personal property from the Premises prior to the date of termination. Any property not so removed may be stored by City at the cost of County or disposed of by the City in any manner without liability to County, and in that regard County hereby expressly waives all rights and benefits under California Civil Code Section 1993 and similar law.

5. **Rent.** County shall pay the sum of one dollar (\$1.00) per year to Lessor as rent for the Premises, payable, in advance, on the first day of each calendar year following the Effective Date.

6. **Custodial Services.** County shall provide, or cause to be provided, and shall pay for reasonable custodial services and refuse collection services in connection with the Leased Premises.

7. **Utilities.** County shall also obtain and pay for all electric, gas, data, water, refuse, sewer and telephone services used in connection with the leased Premises.

8. **Maintenance.**

(a) City will be responsible for all maintenance and repair necessary to keep the entire Premises (interior and exterior) in good working condition and repair, including without limitation all fixtures and landscaping and all air conditioning, equipment, heating equipment, plumbing, electrical wiring and fixtures and windows, and City will also perform all necessary capital repairs and replacements and all structural portions of the Premises and all changes required by laws (such as the Americans With Disabilities Act), new laws or changes in laws. All of the City work described in the preceding sentence is hereinafter referred to as the "City Work". County shall reimburse City within thirty (30) days after written demand, along with all documentation necessary to evidence completion of such City Work, for fifty percent (50%) of the costs of City Work completed during the first three (3) years of the Term, but not more than Seventy Five Thousand Dollars (\$75,000.00) per year (for a total maximum aggregate reimbursement payment amount of \$225,000.00).

If the improvements on the leased Premises are materially damaged or destroyed and the damage is covered by Lessor's casualty insurance, Lessor shall repair the damage as soon as reasonably practicable, but if any material portion of the cost of repair is not covered by reasonable casualty insurance, or if the casualty is "covered" but was caused by County or its agents, employees, invitees or contractors and will require Lessor to spend a material amount as

a deductible sum, then Lessor shall have the right to decide in its sole and absolute discretion whether or not to rebuild or repair provided Lessor has consulted with County in good faith on whether or not to rebuild prior to the City making its decision. In the event Lessor decides to not rebuild or repair the Premises to a condition that would allow the continued operation of the library, the County shall not be obligated to make such repairs or rebuild the Premises. Should such an event occur, City agrees to do one of the following: (i) locate a mutually acceptable site for the provision of library services in the City of Indio; or (ii) transfer the obligation and provision of library services to the City of Indio in compliance with the provisions of Education Code Section 19100 et. seq., as the same may be amended from time to time.

9. **Improvements by County.**

(a) Any alterations, improvements or installation of fixtures to be undertaken by County shall have the prior written approval of Lessor (in its proprietary capacity as lessor under this Lease) after County has submitted plans for any such proposed alterations, improvements or fixtures to Lessor in writing. Such consent shall not be unreasonably withheld by Lessor, but may be withheld if the proposed alterations would materially increase Lessor's insurance or maintenance costs of the costs of renovating the Premises for Lessor's use after the expiration or earlier termination of this Lease. Additionally, County must obtain all required governmental permits and approvals from the City of Indio in its governmental capacity.

(b) Any new fixtures installed by County shall remain County property and may be removed by County at or prior to the expiration of this Lease; provided, however, that such removal does not cause injury or damage to the Premises, or in the event it does, County restores the Premises and repairs any and all damage. If any such damage is not properly restored or repaired, Lessor may restore and repair the same and County shall reimburse Lessor

for the costs thereof within ten (10) business days after written demand. County's obligations under this Section shall survive the expiration or earlier termination of this Lease.

10. **Indemnification.** Hold Harmless/Indemnification.

(a) City shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, attorneys and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of City, its officers, employees, contractors, agents or representatives arising out of City's obligations under this Lease, including but not limited to property damage, bodily injury, or death. City shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, attorneys and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by City, City shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes City's indemnification of County. City's obligations hereunder shall be satisfied when City has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe City's obligations to indemnify and hold harmless the County.

(b) City agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

(c) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the City from indemnifying the County to the fullest extent allowed by law.

(d) County shall indemnify and hold harmless the City, its departments, directors, officers, City Councilmembers, elected and appointed officials, employees, agents, attorneys and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of County, its officers, employees, contractors, agents or representatives arising out of County's obligations under this Lease, including but not limited to property damage, bodily injury, or death. County shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the City of Riverside, its Departments, directors, officers, City Councilmembers, elected and appointed officials, employees, agents, attorneys and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by County, County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes County's indemnification of City. County's obligations hereunder shall be satisfied when County has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved.



(e) County agrees to notify City of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

(f) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the County from indemnifying the City to the fullest extent allowed by law.

11. **Insurance.**

(a) **County's Insurance.** County maintains funded programs of Self-Insurance. County shall provide to City a Certificate of Self-Insurance evidencing the County's Self-Insurance for the following coverage, if so requested by City. Without limiting or diminishing any indemnification contained within this Lease, County and/or their authorized representatives, including, if any, a property management company, shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Lease.

(1) **Workers' Compensation.** Workers' Compensation Insurance (Coverage A) for County's employees 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 one million dollars (\$1,000,000) per person per accident. The policy shall be endorsed to waive subrogation.

(2) **Commercial General Liability.** Commercial General Liability Insurance coverage, covering bodily injury, property damage, and personal injury arising out of or relating, directly or indirectly, to the lease of the Premises and all areas appurtenant thereto including claims which may arise from or out of County's operations, use, and management of

the Premises. Policy shall name the City, its officers, elected and appointed officials, employees, agents, independent contractors or representatives as an Additional Insureds. Policy limits shall not be less than one million dollars (\$1,000,000) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the occurrence limit.

(3) **Vehicle Liability.** If County vehicles or licensed mobile equipment are used in connection with the library, County shall maintain auto liability insurance for all owned, non-owned or hired automobiles in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit. Policy shall name the City, its officers, elected and appointed officials, employees, agents, independent contractors or representatives as Additional Insureds.

(4) **General Liability Insurance Provisions – All Lines.**

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

(ii) The County or County's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed five hundred thousand dollars (\$500,000) per occurrence such deductibles and/or retentions shall have the prior written consent of the City's Risk Manager before the commencement of the Lease term. Upon notification of deductibles

or self insured retentions which are deemed unacceptable to the City, at the election of the City's Risk Manager, County's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Lease with the City or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

(5) At the inception of this Lease and annually at the insurance policy renewal date(s), the County shall cause its insurance carrier(s) to furnish the Lessor with: 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the City's Risk Manager for good cause, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the City of Indio prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the City may terminate this Lease unless the City receives another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(6) It is understood and agreed by the parties hereto and the County's insurance company(s) that the Certificate(s) of Insurance and policies shall so covenant and shall

be construed as primary insurance, and any Lessor insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(b) **City Insurance.** City shall provide commercially reasonable casualty insurance for the improvements on the Premises with a waiver of subrogation rights, and shall provide County with reasonable evidence thereof upon written request.

Without limiting or diminishing any indemnification contained within this Lease, Lessor and/or their authorized representatives, including, if any, a property management company, shall procure and maintain or cause to be maintained, at its sole cost and expense, the additional following insurance coverage during the term of this Lease.

(i) **Workers' Compensation.** Workers' Compensation Insurance (Coverage A) for City's employees 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 in favor of the County of Riverside to waive subrogation.

(ii) **Commercial General Liability.** Commercial General Liability Insurance coverage, covering bodily injury, property damage and personal injury arising out of or relating directly to the lease of the Premises and all areas appurtenant thereto and arising from or out of City's operations, use and management of the Premises under this Lease. Policy shall name the County of Riverside, its Special Districts, Agencies, Districts and Departments, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents, independent contractors or representatives as an Additional Insured. Policy limits shall not be less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times the occurrence limit.

(iii) Vehicle Liability. If vehicles or licensed mobile equipment are used in connection with Lessor's obligations under this Lease, Lessor shall maintain auto liability insurance for all owned, non-owned or hired automobiles in an amount not less than \$1,000,000 per occurrence combined single limit. Policy shall name the County of Riverside, its Special Districts, Agencies, Districts, and Departments, their respective Directors, Officers, Board of Supervisors, elected and appointed officials, employees, agents, independent contractors or representatives as Additional Insured.

(iv) Property (Physical Damage).

(a) All-Risk real property insurance coverage, including earthquake and flood, if applicable, from the California Joint Powers Insurance Authority for the replacement cost value of buildings, structures, fixtures, all improvements therein, and building systems on the Project as the same exists at each early anniversary of the term.

(v) General Insurance Provisions – All Lines.

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

(b) The Lessor or Lessor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000.00 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of

the Lease term. Upon notification of deductibles or self-insured retentions which are deemed unacceptable to the County, at the election of the County's Risk Manager, Lessor's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

(c) At the inception of this Lease and annually at the Lessor's insurance policy renewal date(s), the Lessor shall cause their insurance carrier(s) to furnish the County of Riverside with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the County of Riverside prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Lease shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance. The Lease term

shall not commence until the County of Riverside has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.

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

**13. Notices.** Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below and sent by certified mail or overnight delivery by a reputable messenger services:

**County:**

County of Riverside  
Real Estate Division/EDA  
3403 Tenth Street, Suite 400  
Riverside, California 92501  
Attn: Vincent Yzaguirre  
Deputy Director Real Estate

**Lessor:**

City of Indio  
100 Civic Center Drive  
Indio, California, 92202  
Attention: Dan Martinez  
City Manager

Or to such other addresses as from time to time shall be designated in writing by the respective parties pursuant to a notice given under this Section.

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

**15. Assignment and Subletting.** County shall not assign this Lease or sublease the Premises without the prior written consent of City in its sole and absolute discretion.

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

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

18. **Governing Law.** This agreement, or any action arising between the parties, shall be governed by the laws of the State of California.

19. **Representatives.** County hereby appoints the Assistant County Executive Officer of the Economic Development Agency as its authorized representative to administer this Lease and said authorized representative shall have the authority to amend this Lease provided the amendment is in writing. City hereby appoints the City Manager as its authorized representative to administer this Lease, and said authorize representative shall have the authority to amend this Lease provided the amendment is in writing

20. **Entire Lease.** This Lease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith, however, nothing in this Lease shall be construed to modify the Agreement.

21. **Interpretation.** The parties hereto have negotiated this Lease at arm's length with advice of their respective attorneys, and no provision contained herein shall be construed against either party.



22. **Time of Essence.** Time is of the essence of every provision hereof in which time is a factor.

23. **Memo of Lease.** The parties shall execute, acknowledge and record a memorandum of lease for this Lease (as required by law) in the form attached hereto as Exhibit "B" concurrently with the delivery through escrow of this Lease.

24. **Counterparts.** This Lease (and the Memorandum of Lease) may be executed in counterparts, each of which and all of which together shall constitute the same agreement.

SIGNATURE PROVISIONS FOLLOW

**LESSEE:**

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
John Tavaglione, Chairman  
Board of Supervisors

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
R. Todd Frahm  
Deputy County Counsel

**LESSOR:**

CITY OF INDIO

By: \_\_\_\_\_  
Dan Martinez  
City Manager

ATTEST:

Cynthia Hernandez  
City Clerk

By: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Roxanne Diaz, City Attorney

EXHIBIT "A" TO LEASE

Description of Leased Premises

The following land and all improvements thereon:

PARCEL ONE:

LOTS 1, 2, 3, AND 4 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

TOGETHER WITH THE SOUTHERLY HALF OF BLISS AVENUE AND ALLEY WAYS PER RESOLUTION NO. 2622, RECORDED OCTOBER 23, 1973 AS INSTRUMENT NO. 73-138062 OF OFFICIAL RECORDS.

PARCEL TWO:

LOTS 13, 14, 15 AND 16 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

TOGETHER WITH THE SOUTHERLY HALF OF BLISS AVENUE AND ALLEY WAYS PER RESOLUTION NO. 2622, RECORDED OCTOBER 23, 1973 AS INSTRUMENT NO. 73-138062 OF OFFICIAL RECORDS.

EXHIBIT "B" TO LEASE  
FORM OF MEMORANDUM OF LEASE

(Attached.)

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Indio  
100 Civic Center Drive  
Indio, CA 92202  
Attn: City Clerk

APNs: 611-212-041

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Lessor declares that this Memorandum of lease is exempt from Recording Fees pursuant to California Government Code Section 27383, and is exempt from Documentary Transfer Tax under Reserve and Taxation Code Section 11922.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated as of \_\_\_\_\_, 201\_ and is entered into by and between the CITY OF INDIO, a municipal corporation ("Landlord") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Tenant").

RECITALS

A. Landlord and Tenant executed that certain Lease Agreement dated \_\_\_\_\_, 201\_ (the "Lease") for the land in the City of Indio described on Exhibit "A" attached hereto and the improvements thereon (the "Property").

B. Landlord and Tenant now desire to record this Memorandum in order to, among other things, comply with law requiring that municipal leases be recorded.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Ground Lease. Landlord has leased the Property to Tenant, and Tenant has leased the Property from Landlord, upon and subject to the terms and conditions set forth in the Lease. The Lease is hereby incorporated herein by this reference.

2. Term. The term of the Lease commences on the date on which the City acquires title to the Property from the County and expires twenty (20) calendar years thereafter, subject to rights in favor of the Landlord to terminate the Lease as provided in the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date and year first above written.

LANDLORD:

CITY OF INDIO

By: \_\_\_\_\_  
Dan Martinez, City Manager

TENANT:

COUNTY OF RIVERSIDE

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT "A" TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION

The following land and all improvements thereon:

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OFFICE OF  
CLERK OF THE BOARD OF SUPERVISORS  
1st FLOOR, COUNTY ADMINISTRATIVE CENTER  
P.O. BOX 1147, 4080 LEMON STREET  
RIVERSIDE, CA 92502-1147  
PHONE: (951) 955-1060  
FAX: (951) 955-1071

KECIA HARPER-IHEM  
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR  
Assistant Clerk of the Board

March 10, 2017

THE DESERT SUN  
ATTN: LEGALS  
P.O. BOX 2734  
PALM SPRINGS, CA 92263

TEL: (760) 778-4578  
E-MAIL: [legals@thedesertsun.com](mailto:legals@thedesertsun.com)

**RE: NOTICE OF PUBLIC MEETING: RESOLUTION NO. 2017-037**

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **ONE (1) TIME** on **Wednesday: March 15, 2017.**

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, **WITH TWO CLIPPINGS OF THE PUBLICATION.**

**NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.**

Thank you in advance for your assistance and expertise.

Sincerely,

*Cecilia Gil*

Board Assistant to:  
KECIA HARPER-IHEM, CLERK OF THE BOARD

## Gil, Cecilia

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**From:** Email, TDS-Legals <legals@thedesertsun.com>  
**Sent:** Friday, March 10, 2017 10:08 AM  
**To:** Gil, Cecilia  
**Subject:** RE: FOR PUBLICATION: Res. 2017-037

Good Morning ☺

Ad received and will publish on date(s) requested.

**Charlene Moeller** | Customer Care Representative / Legals

The Desert Sun Media Group  
750 N. Gene Autry Trail, Palm Springs, CA 92262  
t 760.778.4578 | f 760.778.4528 e: [legals@thedesertsun.com](mailto:legals@thedesertsun.com)

Lobby hours are 9am-noon (closed for lunch) 1:30p-4pm

This email and any files transmitted with it are confidential and intended for the individual to whom they are addressed. If you have received this email in error, please notify the sender and delete the message from your system

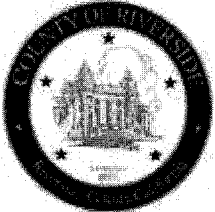
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**From:** Gil, Cecilia [mailto:[CCGIL@RIVCO.ORG](mailto:CCGIL@RIVCO.ORG)]  
**Sent:** Friday, March 10, 2017 8:44 AM  
**To:** Email, TDS-Legals <legals@thedesertsun.com>  
**Subject:** FOR PUBLICATION: Res. 2017-037

Good morning! Attached is a Notice of Public Meeting, for publication on Wednesday, March 15, 2017. Please confirm. THANK YOU!

### *Cecilia Gil*

Board Assistant  
Clerk of the Board of Supervisors  
4080 Lemon St., 1st Floor, Room 127  
Riverside, CA 92501  
(951) 955-8464 Fax (951) 955-1071  
Mail Stop# 1010  
[ccgil@rivco.org](mailto:ccgil@rivco.org)  
<http://rivcocob.org/>



NOTICE: This communication is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering



**NOTICE OF PUBLIC MEETING BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF RIVERSIDE**

**RESOLUTION NO. 2017-037**

Notice of Intention to Convey Real Property to the City of Indio  
200 Civic Center Mall, Indio, County of Riverside, California  
Assessor's Parcel Number 611-212-041

WHEREAS, the City of Indio ("City") desires to expand its administrative facilities to meet its growing needs and has determined certain parcels of land and a building situated adjacent and contiguous to its City Hall, would best serve the need for these expanded facilities;

WHEREAS, the County of Riverside ("County") owns land and the improvements thereon, including an approximately 19,612 square foot building, situated adjacent to Indio's City Hall;

WHEREAS, the County operates a public library on the County Property known as the McCandless Library as a part of the County Free Library System pursuant to Education Code, §19100, et. seq.;

WHEREAS, the Parties recognize and acknowledge that it is in the public interest to insure that people have free and convenient access to library resources regardless of where they live, and the McCandless Library is a vitally important public facility which serves the welfare, education and public interests of the residents of the City of Indio and the surrounding County residents;

WHEREAS, the City desires to acquire the County Property to expand its administrative facilities and the County is willing to sell the County Property to the City and lease it back from the City for use as a public library for twenty (20) years, or until three (3) months after the City notifies County that the City has completed a new library on City Property, if earlier; and

WHEREAS, the Parties desire to enter into this Agreement to provide a binding process for the parties to complete the sale of County Property to the City and the lease-back of the County Property by the City to the County, as well as the general terms on which the City may construct a new library; now, therefore,

BE IT RESOLVED, FOUND, DETERMINED, AND ORDERED and NOTICE IS HEREBY GIVEN by the Board of Supervisors of the County of Riverside, California, in regular session assembled on February 7, 2017, that the Board intends to authorize and consummate a transaction on or after March 7, 2017 in which the County of Riverside will convey to the City of Indio, that certain land and improvements located at 200 Civic Center Mall, City of Indio, County of Riverside, State of California, also identified as Assessor's Parcel Number 611-212-041, consisting of land and improvements (a 19,612 square foot building) on 1.54 acres of land, more particularly described in Exhibit "A" Legal Description, attached hereto and thereby made a part hereof. The terms and conditions of the conveyance are as follows:

The County of Riverside and City of Indio intend to enter into a cooperative agreement that will relocate the McCandless Library that serves the Coachella Valley residents. The County will convey the above referenced real property for consideration of one dollar (\$1). In exchange, the City shall use its good faith efforts to construct a fully improved library as a replacement facility. Upon completion of the replacement McCandless Library at its relocation site, the County of Riverside will enter into a lease with the City of Indio for the new library. The initial Lease term will be for a period of twenty years at one dollar (\$1) a year.

The Board of Supervisors will meet to conclude the proposed transaction on or after March 7, 2017 at 9:00 a.m. or thereafter, at the meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California.

BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of Supervisors is hereby directed to give notice hereof as provided in Section 6061 of the Government Code.

(INSERT EXHIBIT A here)

**ROLL CALL:**

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on February 7, 2017.

KECIA HARPER-IHEM, Clerk of said Board

By: Cecilia Gil, Board Assistant

Any person affected by the above matter(s) may submit written comments to the Clerk of the Board before the public meeting or may appear and be heard in support of or opposition to the project at the time of the meeting. If you challenge the above item(s) in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence, to the Board of Supervisors at, or prior to, the public meeting.

Alternative formats available upon request to individuals with disabilities. If you require reasonable accommodation, please contact Lisa Wagner at (951) 955-1063, 72 hours prior to the meeting.

Please send all written correspondence to: Clerk of the Board, 4080 Lemon Street, 1st Floor, Post Office Box 1147, Riverside, CA 92502-1147.

Dated: March 10, 2017

Kecia Harper-Ihem, Clerk of the Board  
By: Cecilia Gil, Board Assistant

EXHIBIT "A"

LEGAL DESCRIPTION OF COUNTY PROPERTY

PARCEL ONE:

LOTS 1, 2, 3, AND 4 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

TOGETHER WITH THE SOUTHERLY HALF OF BLISS AVENUE AND ALLEY WAYS PER RESOLUTION NO. 2622, RECORDED OCTOBER 23, 1973 AS INSTRUMENT NO. 73-138062 OF OFFICIAL RECORDS.

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



ITEM  
3.41  
(ID # 3608)

MEETING DATE:

Tuesday, March 7, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Resolution No. 2017-044,  
Authorization to Convey Real Property and Improvements to the City of Indio,  
District 4, CEQA Exempt [\$20] County Library Fund 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the conveyance of this property is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption;
2. Adopt Resolution No. 2017-044, Authorization to Convey Real Property and Improvements to the City of Indio, located at 200 Civic Center Mall, in the City of Indio, County of Riverside, Assessor's Parcel Number 611-212-041;
3. Approve the Cooperative Agreement between the County of Riverside and the City of Indio and authorize the Chairman of the Board to execute the Agreement on behalf of the County;

ACTION: Policy, 4/5 Vote

Robert Field, Assistant County Executive Officer/EDA 2/22/2017

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: None  
Date: March 7, 2017  
xc: EDA, Recorder

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

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

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

4. Approve the Lease Agreement and Memorandum of Lease between the County of Riverside and the City of Indio and authorize the Chairman of the Board to execute the Agreement on behalf of the County;
5. Authorize the Chairman of the Board of Supervisors to execute the Grant Deed to complete the conveyance of real property and this transaction;
6. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction; and
7. Direct the Clerk of the Board to submit the Notice of Exemption to the County Clerk for posting within five days of approval of this project.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 1	\$1	\$ 20	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$0	\$0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% County Library Fund			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2016/17

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Pursuant to Government Code Section 25365, the County of Riverside (County) may transfer interests in real property, or any interest therein, belonging to the County to another public agency, upon the terms and conditions as are agreed upon and without complying with any other provisions of the Government Code, if the property or interest therein to be conveyed is not required for county use. On February 7, 2017, the Board adopted Resolution No. 2017-037, Notice of Intention to convey Real Property to the City of Indio (City) through a Cooperative Agreement (Agreement).

The County has been working in conjunction with the City to pursue a Cooperative Agreement for the conveyance of the existing McCandless Library (Library) to the City and for the eventual relocation and modernization of a new library in the City. The Agreement seeks to provide mutual benefits for both the City and the County. Specifically, the conveyance of the existing Library will allow for the City to eventually expand its Civic Center which is currently landlocked and in much need of renovation and expansion. The conveyance will also alleviate the County of the cost, risk and burden that comes with ownership of an older and inefficient facility.

This Agreement provides that the County convey the Library to the City for a dollar and then leaseback the facility for a dollar a year for twenty years or until such time as the City is

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

prepared to relocate the Library into a new location to be owned and provided by the City. The County shall be liable for one half of all maintenance costs (up to a maximum of \$75,000 per year) during the first three years of the leaseback. Following the initial three years, the City would be liable for all maintenance costs.

If the City elects not to begin construction of a new library facility by the first day of the 18th year following the Commencement Date of the Lease, then the City shall agree to one of the following: a) Extend the Lease term an additional twenty years on mutually acceptable terms and conditions; or b) Locate a mutually acceptable site for the provision of library services in the City of Indio; or c) Transfer the obligation and provision of library services to the City of Indio in compliance with the provisions of Education Code Section 19100 et. seq., as the same may be amended from time to time.

If the City constructs a replacement library, the County would provide and pay up to six hundred thousand dollars for furniture, fixtures and equipment (FF&E) necessary in the provision of library services by the County as a tenant in the new Library.

This sale is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption.

Resolution 2017-044 has been approved as to form by County Counsel.

**Impact on Residents and Businesses**

The County and City share a public interest in providing the residents and families of this region with improved service. The provision of library services in a modernized facility and environment will benefit both resident and the businesses in and around the new library. At the same time the modernization and renovation of the Civic Center will enhance service for residents and businesses of both the City and County.

**SUPPLEMENTAL**

**Additional Fiscal Information**

There are potential County maintenance costs of up to \$225,000 (\$75,000 per year) within the first three years of the 20 year Lease Agreement, which will be paid through the County Library Fund. The actual amount of maintenance necessary in each year of the first three years is still unknown. Beyond the third year of the Lease Agreement, the City will provide and pay for all maintenance costs.

If the City elects to build a new Library to replace the current McCandless Library, then the County would provide and pay for up to \$600,000 for FF&E. In the event that the City does

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

provide for development of a new Library, the County will then return to the Board to pursue an allocation of funding the FF&E.

**Attachments:**

Resolution No 2017-044: Authorization to Convey Real Property and Improvements  
Cooperative Agreement  
Lease Agreement  
Notice of Exemption  
Aerial Image

RF:JWW:VC:VY:CE:tg 028EO 18.641 13494  
Minute Traq #3608



Rahini Dasika, Principal Management Analyst

2/27/2017



Gregory F. Priamos, Director County Counsel

2/23/2017

FORM APPROVED COUNTY COUNSEL  
BY: R. TODD FRAHM  
DATE 2/8/17

1 Board of Supervisors

County of Riverside

2 Resolution No. 2017-044

3 Authorization to Convey Real Property to the City of Indio  
4 200 Civic Center Mall, Indio, County of Riverside, California  
5 Assessor's Parcel Number 611-212-041  
6

7 WHEREAS, the City of Indio ("City") desires to expand its administrative facilities  
8 to meet its growing needs and has determined certain parcels of land and a building  
9 situated adjacent and contiguous to its City Hall, would best serve the need for these  
10 expanded facilities;

11 WHEREAS, the County of Riverside ("County") owns land and the  
12 improvements thereon, including an approximately 19,612 square foot building,  
13 situated adjacent to Indio's City Hall;

14 WHEREAS, the County operates a public library on the County Property known  
15 as the McCandless Library as a part of the County Free Library System pursuant to  
16 Education Code, §19100, et. seq.;

17 WHEREAS, the Parties recognize and acknowledge that it is in the public  
18 interest to insure that people have free and convenient access to library resources  
19 regardless of where they live, and the McCandless Library is a vitally important public  
20 facility which serves the welfare, education and public interests of the residents of the  
21 City of Indio and the surrounding County residents;

22 WHEREAS, the City desires to acquire the County Property to expand its  
23 administrative facilities and the County is willing to sell the County Property to the City  
24 and lease it back from the City for use as a public library for twenty (20) years, or until  
25 three (3) months after the City notifies County that the City has completed a new library  
26 on City Property, if earlier;

27 WHEREAS, the Parties desire to enter into this Agreement to provide a binding  
28 process for the parties to complete the sale of County Property to the City and the



1 lease-back of the County Property by the City to the County, as well as the general  
2 terms on which the City may construct a new library; and

3 WHEREAS, the County has reviewed and determined that the purchase of the  
4 Property is categorically exempt from the California Environmental Quality Act  
5 ("CEQA") pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3)  
6 because the proposed project is the purchase of real property involving the transfer of  
7 title to the real property for the continued use of existing improvements situated on the  
8 Property with no major improvements occurring at this time and no significant impacts  
9 on the environment; now, therefore,

10 BE IT RESOLVED, DETERMINED AND ORDERED by a four-fifths vote of the  
11 Board of Supervisors of the County of Riverside ("Board"), in regular session  
12 assembled on March 7, 2017, at 9:00 a.m. or soon thereafter, in the meeting room of  
13 the Board of Supervisors located on the 1st floor of the County Administrative Center,  
14 4080 Lemon Street, Riverside, California, based upon a review of the evidence and  
15 information presented on the matter, as it relates to this conveyance, this Board:

16 1. Has determined that the proposed conveyance of property is  
17 categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301  
18 and 15061(b)(3) because the County is conveying the Property to the City for the  
19 lease back and continued use by the County and it can be seen with certainty that  
20 there is no possibility that the activity in question will have a significant effect on the  
21 environment;

22 2. Authorizes the conveyance to the City the following described real  
23 property: certain land and improvements located at 200 Civic Center Mall, City of  
24 Indio, County of Riverside, State of California, also identified as Assessor's Parcel  
25 Number 611-212-041, consisting of land and improvements (a 19,612 square foot  
26 building) on 1.54 acres of land, more particularly described in Exhibit "A" Legal  
27 Description, attached hereto and thereby made a part hereof;

28

1           3.       Authorizes the Cooperative Agreement between the County and City  
2 transferring the Property to the City and providing the terms upon which the  
3 McCandless Library that serves the Coachella Valley residents could be relocated.  
4 The County will convey the above referenced real property for consideration of one  
5 dollar (\$1) and lease the property back to the County.

6           In exchange, the City shall use its good faith efforts to construct a fully  
7 improved library as a replacement facility. The County of Riverside will contribute up to  
8 six hundred thousand dollars (\$600,000) or forty dollars (\$40) per square foot to cover  
9 the cost of furniture, fixtures and equipment (FF&E). Upon completion of the  
10 replacement McCandless Library at its relocation site, the County of Riverside will  
11 enter into a lease with the City of Indio for the new facility. If the City elects not to  
12 begin construction of a new library facility by the first day of the 18th year following the  
13 Commencement Date of the Lease, then the City shall agree to one of the following:

14 a. Extend the Lease term an additional twenty years on mutually acceptable terms  
15 and conditions; or b. Locate a mutually acceptable site for the provision of library  
16 services in the City of Indio; or c. Transfer the obligation and provision of library  
17 services to the City of Indio in compliance with the provisions of Education Code  
18 Section 19100 et. seq., as the same may be amended from time to time; and  
19

20           4.       Authorize the Lease between the County and City for the McCandless  
21 Library location. The initial Lease term will be for a period of twenty years at one  
22 dollar (\$1) a year. The County shall be liable for one half of all maintenance costs (up  
23 to a maximum of \$75,000 per year) during the first three years. Following the first  
24 three years, the City shall be responsible for all maintenance costs.

25  
26           BE IT FURTHER RESOLVED, DETERMINED and ORDERED that this Board  
27 hereby approves the Cooperative Agreement and Lease between the County of  
28

1 Riverside and City of Indio ("Agreements"), and authorizes the Chairman of the Board  
2 of Supervisors of the County of Riverside to execute the Agreements on behalf of the  
3 County.

4 BE IT FURTHER RESOLVED AND DETERMINED that the Assistant County  
5 Executive Officer/EDA, or his designee, is authorized to execute any other documents  
6 and administer all actions necessary to complete the conveyance of real property.

7 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board  
8 of Supervisors is directed to file the Notice of Exemption with the County Clerk.

9 BE IT FURTHER RESOLVED AND DETERMINED that the Clerk of the Board of  
10 Supervisors has given notice hereof pursuant to California Government Code Section  
11 6061.

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23 CE:ra/021517/028EO/18.640

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF COUNTY PROPERTY**

PARCEL ONE:

LOTS 1, 2, 3, AND 4 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

TOGETHER WITH THE SOUTHERLY HALF OF BLISS AVENUE AND ALLEY WAYS PER RESOLUTION NO. 2622, RECORDED OCTOBER 23, 1973 AS INSTRUMENT NO. 73-138062 OF OFFICIAL RECORDS.

PARCEL TWO:

LOTS 13, 14, 15 AND 16 IN BLOCK H OF INDIO TOWNSITE, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 10, PAGE 461 OF MAPS, RECORDS OF SAN DIEGO.

TOGETHER WITH THE SOUTHERLY HALF OF BLISS AVENUE AND ALLEY WAYS PER RESOLUTION NO. 2622, RECORDED OCTOBER 23, 1973 AS INSTRUMENT NO. 73-138062 OF OFFICIAL RECORDS.