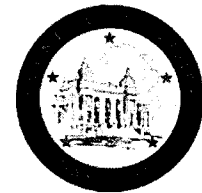


SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.15  
(ID # 11188)

**MEETING DATE:**

Tuesday, December 10, 2019

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

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Ratification and Approval of the License Agreement with Recovery Innovations, Inc., Riverside University Health System - Behavioral Health, Indio, 13 month License, CEQA Exempt, District 4, [\$0]; (Clerk of the Board to File the Notice of Exemption)

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities Exemption, and Section 15061(b)(3), "Common Sense" Exemption;
2. Ratify and approve the License Agreement between the County of Riverside and Recovery Innovations, Inc., and authorize the Assistant County Executive Officer of the Economic Development Agency to execute the same on behalf of the County.
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within 5 days of approval by the Board.

**ACTION:**

  
Robert Field, Assistant County Executive Officer/ECD

11/5/2019

  
Matthew Chang, Director

11/20/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: December 10, 2019  
xc: EDA

Kecia R. Harper  
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>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2019/20-20/21</b>	

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

Riverside University Health System - Behavioral Health (RUHS-BH) has operated a residential treatment program in the County-owned building located at 47-915 Oasis Street, Indio, since 1997. RUHS-BH has contracted with Recovery Innovations, Inc., to provide services in this facility to adults experiencing emotional and/or behavioral problems. This License shall be for a period of thirteen months commencing June 1, 2019 and terminating June 30, 2020. The current monthly rental amount is \$10,241.

Pursuant to the California Environmental Quality Act (CEQA), the License Agreement was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1 – Existing Facilities exemption and Section 15061(b)(3), “Common Sense” exemption. The proposed project, the License Agreement, is the continuation of the licensing of real property involving existing facilities with no significant physical changes and no expansion of an existing use will occur.

This Revenue License is summarized below:

Lessee: Recovery Innovations, Inc.  
2701 N. 16<sup>th</sup> Street, Suite 316  
Phoenix, Arizona, 85006

Premises Location: 47-915 Oasis Avenue  
Indio, California

Size: Approximately 7,518 sq. ft.

Rent: \$10,241 monthly

Term: 13 months, commencing June 1, 2019 through June 30, 2020

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

Utilities: County shall provide and pay for all utilities, Licensee shall provide and pay for all telephone services.

Custodial: Licensee shall provide and pay for all custodial and housekeeping services.

Maintenance: County shall provide and pay for maintenance services.

The attached License Agreement has been reviewed and approved by County Counsel as to form.

**Impact on Citizens and Businesses**

This facility will provide a variety of support and assistance services related to residential treatment programs which includes services to adults. The continued occupancy of this building will provide a positive economic impact to local businesses who will be frequented by employees of this facility.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Through the License, RUHS- BH will receive rent revenue from the Licensee for use of the facility. The rent will be applied to the actual operating cost of the facility. Thus, no net county cost will be incurred as a result of this transaction.

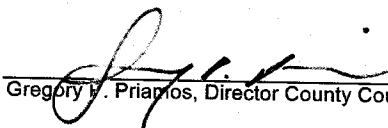
**Contract History and Price Reasonableness**

The Premises are licensed to Licensee in consideration of Licensee providing a 24/7 licensed adult residential treatment program on the Premises. Licensee shall make monthly payments payable to County of Riverside in the amount of \$10,241. The County shall apply the monthly payments of \$10,241 to the actual operating costs of the Property.

Attachments:

- License Agreement
- Notice of Exemption

RF:HM:VY:SG:MH:ar IN124 20.752

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel 11/26/2019



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

12/11/19 VB  
Date Initial

## NOTICE OF EXEMPTION

September 12, 2019

**Project Name:** County of Riverside, Economic Development Agency (EDA) Riverside University Health System-Behavioral Health (RUHS-BH), Revenue License Agreement with Recovery Innovations, Inc., Indio, County of Riverside

**Project Number:** FM047341012400

**Project Location:** 47-915 Oasis Avenue, north of Avenue 48, Indio, California 92201; Assessor's Parcel Number (APN) 614-150-033; (See Attached Exhibit)

**Description of Project:** The County of Riverside (County) has operated a residential treatment program in the County-owned building located at 47-915 Oasis Street, Indio, since 1997. RUHS-BH has contracted with Recovery Innovations, Inc. to provide services in this facility to adults experiencing emotional and/or behavioral problems. The area includes 7,210 square feet of space within the existing building. The agreement shall be for a period of one year commencing July 1, 2019 and terminating June 30, 2020. The Revenue License Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project will result in the continuing use of an office building and will not result in an expansion of use. 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, and Recovery Innovations, Inc.

**Exempt Status:** State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

**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 does the project have unusual circumstances that could possibly have a 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 Revenue License Agreement.

DEC 10 2019 3.15

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

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

Administration  
Aviation  
Business Intelligence  
Cultural Services  
Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

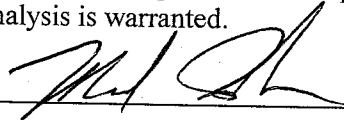
Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to a Revenue License Agreement to use an existing facility. The License Agreement will not increase or expand the use of the site, as no alterations to the existing building are being considered; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Revenue License Agreement is limited a contractual transaction and the indirect effects would be limited to the continued use of the existing space. The Revenue License Agreement will not result in any direct or indirect physical environmental effects; therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: \_\_\_\_\_



Date: \_\_\_\_\_

9/12/19

Mike Sullivan, Senior Environmental Planner  
County of Riverside, Economic Development Agency

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Riverside University Health System, Department of Behavioral Health,  
Revenue License Agreement with Recovery Innovations, Inc., Indio, California**

**Accounting String: 524830-47220-7200400000 - FM047341012400**

DATE: September 12, 2019

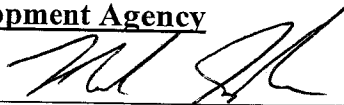
AGENCY: Riverside County Economic Development Agency

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: Maribel Hyer, Senior Real Property Agent, Economic Development  
Agency

-TO BE FILLED IN BY COUNTY CLERK-

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

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

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



Date: September 12, 2019

To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk

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

Subject: **County of Riverside Economic Development Agency Project # FM047341012400**  
Riverside University Health System, Department of Behavioral Health, Revenue License Agreement with Recovery Innovations, Inc, Indio, California

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 or email at [msullivan@rivco.org](mailto:msullivan@rivco.org).**

Attachment

cc: file

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**LICENSE**

(County of Riverside and Recovery Innovations, Inc.,  
47-915 Oasis Street, Indio, California)

COUNTY OF RIVERSIDE, a political subdivision of the State of California, herein called "County", hereby grants to Recovery Innovations, Inc., an Arizona non-profit corporation, herein called "Licensee", a License to use the property herein called "Premises", described below upon the following terms and conditions:

**1. Purpose and Scope.**

(a) County hereby authorizes Licensee to occupy the "Premises" within that certain building located at 47-915 Oasis Street, Indio, California, ("Property"), as shown on the attached Exhibit "A" and further described below in Paragraph 2.

(b) It is expressly understood and agreed to by the parties hereto that by authorizing occupancy at the location described in Paragraph 1(a) herein for the sole purpose of conducting a residential treatment program which includes services to adults who are experiencing serious emotional and/or behavioral problems. No estate or interest in real property is being conveyed to Licensee by County, and the right of use acquired is only an exclusive, revocable and unassignable permission and privilege to occupy in accordance with the provisions of this License.

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

(d) Licensee shall have the exclusive use of the Premises.

**2. Description.** The Premises licensed hereby consists of approximately seven thousand five hundred eighteen (7,518) square feet in that certain building located at 47-915 Oasis Street, Indio, California, as more particularly shown on Exhibit "A", attached hereto, and by this reference made a part of this License.



1           **3. Term.**

2           (a) The Term of this License shall be for thirteen (13) months effective  
3 as of June 1, 2019 and terminating June 30, 2020.

4           (b) Any holding over by Licensee after the expiration of said term or  
5 any extension thereof shall be deemed a month to month tenancy upon the same  
6 terms and conditions of this License.

7           **4. Consideration/Operating Cost.** The Premises are licensed to Licensee  
8 in consideration of Licensee providing a 24/7 licensed adult residential treatment  
9 program on the Premises. As further consideration for the License, and upon execution  
10 of this License, Licensee shall make monthly payments payable to "County of  
11 Riverside" in the amount of \$10,241. The County shall apply the monthly payments of  
12 \$10,241 to the actual operating costs of the Property.

13           **5. Maintenance.**

14           (a) County shall be responsible for all interior maintenance and  
15 repairs of the Premises, including but not limited to, weekly changing of the air  
16 conditioning filters.

17           (b) County shall be responsible for maintaining the exterior and  
18 grounds of the Property, which include lawn mowing, weeding, and trimming of trees  
19 and shrubbery.

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

22           (d) County shall maintain the mechanical room and other major  
23 equipment connected to the Premises. Licensee shall provide escort to the County  
24 maintenance person or persons for this service.

25           (e) In the event any damage or injury to the Premises is caused by the  
26 Licensee, its officers, employees, clients, agents, guests, invitees, subcontractors or  
27 independent contractors, any repairs made, or caused to be made by County as may  
28 be necessary to restore the Premises as a result of such damage or injury, shall be

1 paid forthwith by Licensee to County upon a billing and accounting thereof, in writing,  
2 by County to Licensee.

3       **6. Custodial/Housekeeping Services.** Licensee shall provide, or cause to  
4 be provided, and pay for all custodial and housekeeping services in connection with the  
5 Premises.

6       **7. Utilities.**

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

8           (b) Licensee shall provide and pay for all telephone services.

9       **8. Signs.** Licensee shall not erect, maintain or display any signs or other  
10 forms of advertising on the "Premises" without first obtaining the written approval of the  
11 County, which approval shall not be unreasonably withheld.

12       **9. Inspection of Premises.** County, through its duly authorized agents,  
13 shall have the right to enter the "Premises" for the purpose of inspecting, monitoring,  
14 and evaluating the obligations of Licensee hereunder and for the purpose of doing any  
15 and all things which it is obligated and has a right to do under this License.

16       **10. Ingress and Egress.** Licensee shall be permitted ingress and egress to  
17 and from the "Premises" only through such doors and routes as are designated by  
18 County.

19       **11. Compliance with Government Regulation.** Licensee shall comply with  
20 the requirements of all local, state and federal statutes, regulations, rules, ordinances  
21 and orders now in force or which may be hereafter in force, pertaining to its operation.  
22 Licensee is to secure, at no cost to the County, all necessary licenses, permits, as  
23 required by law. The final judgment, decree or order of a court of competent  
24 jurisdiction, or the admission of Licensee in any action or proceedings against  
25 Licensee, whether Licensee be a party thereto or not, that Licensee has violated any  
26 such statutes, regulations, rules, ordinances or orders, in the use of the licensed  
27 "Premises", shall be conclusive of that fact as between County and Licensee.  
28

1           **12. Termination by County.** County shall have the right to terminate this  
2 License for the following:

3           (a) In the event a petition is filed for voluntary or involuntary  
4 bankruptcy for the adjudication of Licensee as debtors.

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

8           (c) In the event of abandonment of Premises by Licensee.

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

13           (e) In the event Licensee's license(s) with the State of California to  
14 provide the services set forth in Paragraph 1(b) herein are/is terminated or expires.

15           (f) In the event that certain services agreement, dated November 5,  
16 2019, entered into by and between Licensee and County ("Services Agreement") for  
17 the provision of services set forth in Paragraph 1(b) herein is terminated or expires.

18           (g) Without cause upon sixty (60) days written notice served upon the  
19 Licensee.

20           (h) County may terminate this License immediately if, in the opinion of  
21 the RUHS – Behavioral Health Director, Licensee fails to provide for the health and  
22 safety of patients at the Premises under the Services Agreement. County may proceed  
23 with services in any manner deemed proper to County.

24           **13. Termination by Licensee.** Licensee shall have the right to terminate this  
25 License for the following:

26           (a) In the event County fails to perform, keep or observe any of its  
27 duties or obligations hereunder; provided, however, that County shall have thirty (30)  
28 days in which to correct its breach or default after written notice thereof has been

1 served on it by Licensee; provided, further, however, that in the event such breach or  
2 default is not corrected, Licensee may elect to terminate this License in its entirety or as  
3 to any portion of the Premises affected thereby, and such election shall be given by an  
4 additional fifteen (15) days written notice to County.

5 (b) Without cause upon sixty (60) days written notice served upon the  
6 County.

7 **14. Insurance.** Without limiting or diminishing the Licensee's obligation to  
8 indemnify or hold the County harmless, Licensee shall procure and maintain or cause  
9 to be maintained, at its sole cost and expense, the following insurance coverages  
10 during the term of this License. As respects to the insurance section only, the County  
11 herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and  
12 Departments, their respective directors, officers, Board of Supervisors, employees,  
13 elected or appointed officials, agents or representatives as Additional Insureds.

14 a) Workers' Compensation: If the Licensee has employees as  
15 defined by the State of California, the Licensee shall maintain statutory Workers'  
16 Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
17 California. Policy shall include Employers' Liability (Coverage B) including Occupational  
18 Disease with limits not less than \$1,000,000 per person per accident. The policy shall  
19 be endorsed to waive subrogation in favor of the County of Riverside.

20 b) Commercial General Liability: Commercial General Liability  
21 insurance coverage, including but not limited to, premises liability, unmodified  
22 contractual liability, products and completed operations liability, personal and  
23 advertising injury, and cross liability coverage, covering claims which may arise from or  
24 out of Licensee's performance of its obligations hereunder. Policy shall name the  
25 County as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000  
26 per occurrence combined single limit. If such insurance contains a general aggregate  
27 limit, it shall apply separately to this agreement or be no less than two (2) times the  
28 occurrence limit.

1           c)     Vehicle Liability: If vehicles or mobile equipment are used in the  
2 performance of the obligations under this License, then Licensee shall maintain liability  
3 insurance for all owned, non-owned or hired vehicles so used in an amount not less  
4 than \$1,000,000 per occurrence combined single limit. If such insurance contains a  
5 general aggregate limit, it shall apply separately to this agreement or be no less than  
6 two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

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

18           e)     General Insurance Provisions - All lines:

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

24                   2) The Licensee must declare its insurance self-insured retention  
25 for each coverage required herein. If any such self-insured retention exceed \$500,000  
26 per occurrence each such retention shall have the prior written consent of the County  
27 Risk Manager before the commencement of operations under this License. Upon  
28 notification of self-insured retention unacceptable to the County, and at the election of

1 the County's Risk Manager, Licensee's carriers shall either; 1) reduce or eliminate such  
2 self-insured retention as respects this License with the County, or 2) procure a bond  
3 which guarantees payment of losses and related investigations, claims administration,  
4 and defense costs and expenses.

5                   3)       Licensee shall cause Licensee's insurance carrier(s) to  
6 furnish the County of Riverside with either 1) a properly executed original Certificate(s)  
7 of Insurance and certified original copies of Endorsements effecting coverage as  
8 required herein, and 2) if requested to do so orally or in writing by the County Risk  
9 Manager, provide original Certified copies of policies including all Endorsements and all  
10 attachments thereto, showing such insurance is in full force and effect. Further, said  
11 Certificate(s) and policies of insurance shall contain the covenant of the insurance  
12 carrier(s) that a minimum of thirty (30) days written notice shall be given to the County  
13 of Riverside prior to any material modification, cancellation, expiration or reduction in  
14 coverage of such insurance. If Licensee insurance carrier(s) policies does not meet the  
15 minimum notice requirement found herein, Licensee shall cause Licensee's insurance  
16 carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

17                   4)       In the event of a material modification, cancellation,  
18 expiration, or reduction in coverage, this License shall terminate forthwith, unless the  
19 County of Riverside receives, prior to such effective date, another properly executed  
20 original Certificate of Insurance and original copies of endorsements or certified original  
21 policies, including all endorsements and attachments thereto evidencing coverage's set  
22 forth herein and the insurance required herein is in full force and effect. Licensee shall  
23 not commence operations until the County has been furnished original Certificate(s) of  
24 Insurance and certified original copies of endorsements and if requested, certified  
25 original policies of insurance including all endorsements and any and all other  
26 attachments as required in this Section. An individual authorized by the insurance  
27 carrier to do so on its behalf shall sign the original endorsements for each policy and  
28 the Certificate of Insurance.

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

5                   6) If, during the term of this License or any extension thereof,  
6 there is a material change in the scope of services or use of the Premises; or, there is a  
7 material change in the equipment to be used in the performance of the scope of work;  
8 or, the term of this License, including any extensions thereof, exceeds five (5) years;  
9 the County reserves the right to adjust the types of insurance and the monetary limits  
10 of liability required under this License, if in the County Risk Management's reasonable  
11 judgment, the amount or type of insurance carried by the Licensee has become  
12 inadequate.

13                   7) Licensee shall pass down the insurance obligations  
14 contained herein to all tiers of contractors working under this License.

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

17                   9) Licensee agrees to notify County of any claim by a third party  
18 or any incident or event that may give rise to a claim arising from the performance of  
19 this License.

20           **15. Hold Harmless.**

21                   a) Licensee represents that it has inspected the Premises, accepts  
22 the condition thereof and fully assumes any and all risks incidental to the use thereof.  
23 County shall not be liable to Licensee, its officers, agents, employees, subcontractors,  
24 guests, invitees, or independent contractors for any personal injury or property damage  
25 suffered by them which may result from hidden, latent or other dangerous conditions,  
26 in, on, upon, or within the licensed Premises; provided, however, that such dangerous  
27 conditions are not caused by the sole negligence of County, its officers, agents or  
28 employees.

1           b) Licensee shall indemnify and hold harmless the County of  
2 Riverside, its Agencies, Districts, Special Districts and Departments, their respective  
3 directors, officers, Board of Supervisors, elected and appointed officials, employees,  
4 agents and representatives (individually and collectively hereinafter referred to as  
5 Indemnitees) from any liability whatsoever, based or asserted upon, or in any way  
6 arising from or related to, any services of, or any use of the Premises or Property by,  
7 Licensee, its officers, employees, sub-licensees, agents, guests, invitees, or  
8 representatives, including, but not limited to, property damage, bodily injury, or death or  
9 any other element of any kind or nature whatsoever arising from, or in any way related  
10 to, this License or the performance of Licensee, its officers, employees, sub Licensees,  
11 agents or representatives Indemnitors from this License. Licensee shall defend, at its  
12 sole expense, all costs and fees including, but not limited, to attorney fees, cost of  
13 investigation, defense and settlements or awards, the Indemnitees in any claim or  
14 action based upon such alleged acts or omissions.

15           c) With respect to any action or claim subject to indemnification  
16 herein by Licensee, Licensee shall, at their sole cost, have the right to use counsel of  
17 their own choice and shall have the right to adjust, settle, or compromise any such  
18 action or claim without the prior consent of County; provided, however, that any such  
19 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
20 Licensee's indemnification to Indemnitees as set forth herein. Licensee's obligation  
21 hereunder shall be satisfied when Licensee has provided to County the appropriate  
22 form of dismissal relieving County from any liability for the action or claim involved. The  
23 specified insurance limits required in this License shall in no way limit or circumscribe  
24 Licensee's obligations to indemnify and hold harmless the Indemnitees herein from  
25 third party claims. In the event there is conflict between this clause and California Civil  
26 Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782.  
27 Such interpretation shall not relieve the Licensee from indemnifying the Indemnitees to  
28 the fullest extent allowed by law.



1           **16. Assignment.** Licensee cannot assign, sublet, mortgage, hypothecate or  
2 otherwise transfer in any manner any of its rights, duties, or obligations hereunder to  
3 any person or entity without the written consent of County being first obtained, which  
4 consent shall be in the absolute discretion of County. In the event of any such transfer,  
5 as provided in this Paragraph, Licensee expressly understands and agrees that it shall  
6 remain liable with respect to any and all of the obligations and duties contained in this  
7 License.

8           **17. Toxic Materials.** During the term of the License and any extensions  
9 thereof, Licensee shall not violate any federal, state, or local law, ordinance or  
10 regulation, relating to industrial hygiene or to the environmental condition on, under or  
11 about the licensed "Premises", including, but not limited to, soil and groundwater  
12 conditions.

13           Further, Licensee and its successors, assigns and sub-licensees, shall not use,  
14 generate, manufacture, produce, store or dispose of on, under or about the "Premises",  
15 or transport to or from the licensed "Premises", any flammable explosives, asbestos,  
16 radioactive materials, hazardous wastes, toxic substances or related injurious  
17 materials, whether injurious by themselves or in combination with other materials  
18 (collectively, hazardous substances, hazardous materials, or toxic substances) in the  
19 Comprehensive Environmental Response, Compensation and Liability Act of 1980, as  
20 amended, 42 U.S.C. Section 9601, et seq; the Hazardous Materials Transportation Act,  
21 49 U.S.C. Section 1801, et seq; the Resource Conservation and Recovery Act, 42  
22 U.S.C. Section 6901, et seq; and those substances defined as Hazardous Wastes in  
23 Section 25117 of the California Health and Safety Code or as Hazardous Substances  
24 in Section 25316 of the California Health and Safety Code; and in the regulations  
25 adopted in publications promulgated pursuant to said laws.

26           **18. Free From Liens.** Licensee shall pay, when due, all sums of money that  
27 may become due for any labor, services, material, supplies, or equipment, alleged to  
28 have been furnished or to be furnished to Licensee, in, upon or about the licensed

1 "Premises", and which may be secured by a mechanic's, materialman's or other lien  
2 against the "Premises" or County's interest therein, and will cause each such lien to be  
3 fully discharged and released at the time the performance of any obligation secured by  
4 such lien matures or becomes due; provided, however, that if Licensee desires to  
5 contest any such lien, it may do so, but notwithstanding any such contest, if such lien  
6 shall be reduced to final enforcement thereof is not promptly stayed, or if so stayed,  
7 and said stay thereafter expires, then and in such event, Licensee shall forthwith pay  
8 and discharge said judgment.

9       **19. Employees and Agents of Licensee.** It is understood and agreed that  
10 all persons hired or engaged by Licensee shall be considered to be employees or  
11 agents only of Licensee and not of County.

12       **20. Binding on Successors.** Licensee, its assigns and successors in  
13 interest, shall be bound by all the terms and conditions contained in this License, and  
14 all the parties thereto shall be jointly and severally liable hereunder.

15       **21. Waiver of Performance.** No waiver by County at any time of any of the  
16 terms and conditions of this License shall be deemed or construed as a waiver at any  
17 time thereafter of the same or of any other terms or conditions contained herein or of  
18 the strict and timely performance of such terms and conditions.

19       **22. Severability.** The invalidity of any provision in this License as  
20 determined by a court of competent jurisdiction shall in no way affect the validity of any  
21 other provision hereof.

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

27       **24. Attorney's Fees.** In the event of any litigation or arbitration between  
28 Licensee and County to enforce any of the provisions of this License or any right of

1 either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay  
2 to the successful party all costs and expenses, including reasonable attorney's fees,  
3 incurred therein by the successful party, all of which shall be included in and as a part  
4 of the judgment or award in such litigation or arbitration.

5 **25. Notices.** Any notice required or desired to be served by either party  
6 upon the other shall be addressed to the respective parties as set forth below:

7	<u>County:</u>	<u>Information Copy To:</u>
8	County of Riverside	County of Riverside
9	Economic Development Agency	RUHS – Behavioral Health
10	3403 Tenth Street, Suite 400	Post Office Box 7549
	Riverside, California 92501	Riverside, California 92513-7549

11 Licensee:  
12 Recovery Innovations, Inc.  
13 2701 N. 16<sup>th</sup> Street, Suite 316  
14 Phoenix, Arizona, 85006  
15 Attn: David Covington, Chief Executive Officer

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

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

24 **27. Paragraph Headings.** The Paragraph headings herein are for the  
25 convenience of the parties only, and shall not be deemed to govern, limit, modify or in  
26 any manner affect the scope, meaning or intent of the provisions or language of this  
27 License.

28 **28. County's Representative.** County hereby appoints the Assistant County  
Executive Officer/ECD as its authorized representative to administer this License.

1           **29. Agent for Service of Process.** It is expressly understood and agreed  
2 that in the event Licensee is not a resident of the State of California or it is an  
3 association or partnership without a member or partner resident of the State of  
4 California, or it is a foreign corporation, then in any such event, Licensee shall file with  
5 County's Assistant County Executive Officer/ECD, upon its execution hereof, a  
6 designation of a natural person residing in the State of California, giving his or her  
7 name, residence and business addresses, as its agent for the purpose of services of  
8 process in any court action arising out of or based upon this License, and the delivery  
9 to such agent of a copy of any process in any such action shall constitute valid service  
10 upon Licensee. It is further expressly understood and agreed that if for any reason  
11 service of such process upon such agent is not feasible, then in such event Licensee  
12 may be personally served with such process out of this County and that such service  
13 shall constitute valid service upon Licensee. It is further expressly understood and  
14 agreed that Licensee is amenable to the process so served, submits to the jurisdiction  
15 of the court so obtained and waives any and all objections and protests thereto.

16           **30. Licenses and Permits.** In accordance with the provisions of Chapter 9  
17 of Division 3 of the business and Professions code concerning the licensing of  
18 Contractors, all Contractors shall be licensed, if required, in accordance with the laws  
19 of this State and any Contractor not so licensed is subject to the penalties imposed by  
20 such laws. The Licensee warrants that it has all necessary permits, approvals,  
21 certificates, waivers, and exemptions necessary for the provision of services hereunder  
22 and required by the laws and regulations of the United States, State of California, the  
23 County of Riverside and all other appropriate governmental agencies, and shall  
24 maintain these throughout the term of this License.

25           **31. Confidentiality.** The Licensee shall maintain the confidentiality of all  
26 information and records pertaining to privacy and confidentiality, and comply with all  
27 other statutory laws and regulations relating to privacy and confidentiality.  
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**32. Entire License.** This License 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 licenses, agreements, and understandings, oral or written, in connection therewith. The License may be changed or modified only upon the written consent of the parties hereto.


(Remainder of Page Intentionally Left Blank)

1           **33. EFFECTIVE DATE.** This License shall not be binding or consummated  
2 until its approval by the Riverside County Board of Supervisors and fully executed by  
3 the Parties.

4           IN WITNESS WHEREOF, the parties have executed this License as of the date  
5 first written above.

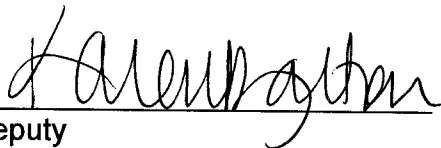
6  
7 COUNTY OF RIVERSIDE,  
8 a political subdivision of the  
9 State of California

RECOVERY INNOVATIONS, INC.,  
an Arizona non-profit corporation


10  
11 By:   
12 Kevin Jeffries, Chairman  
Board of Supervisors

By:   
Name: David Covington  
Its: CEO

13  
14 ATTEST:  
15 Kecia R. Harper  
16 Clerk of the Board

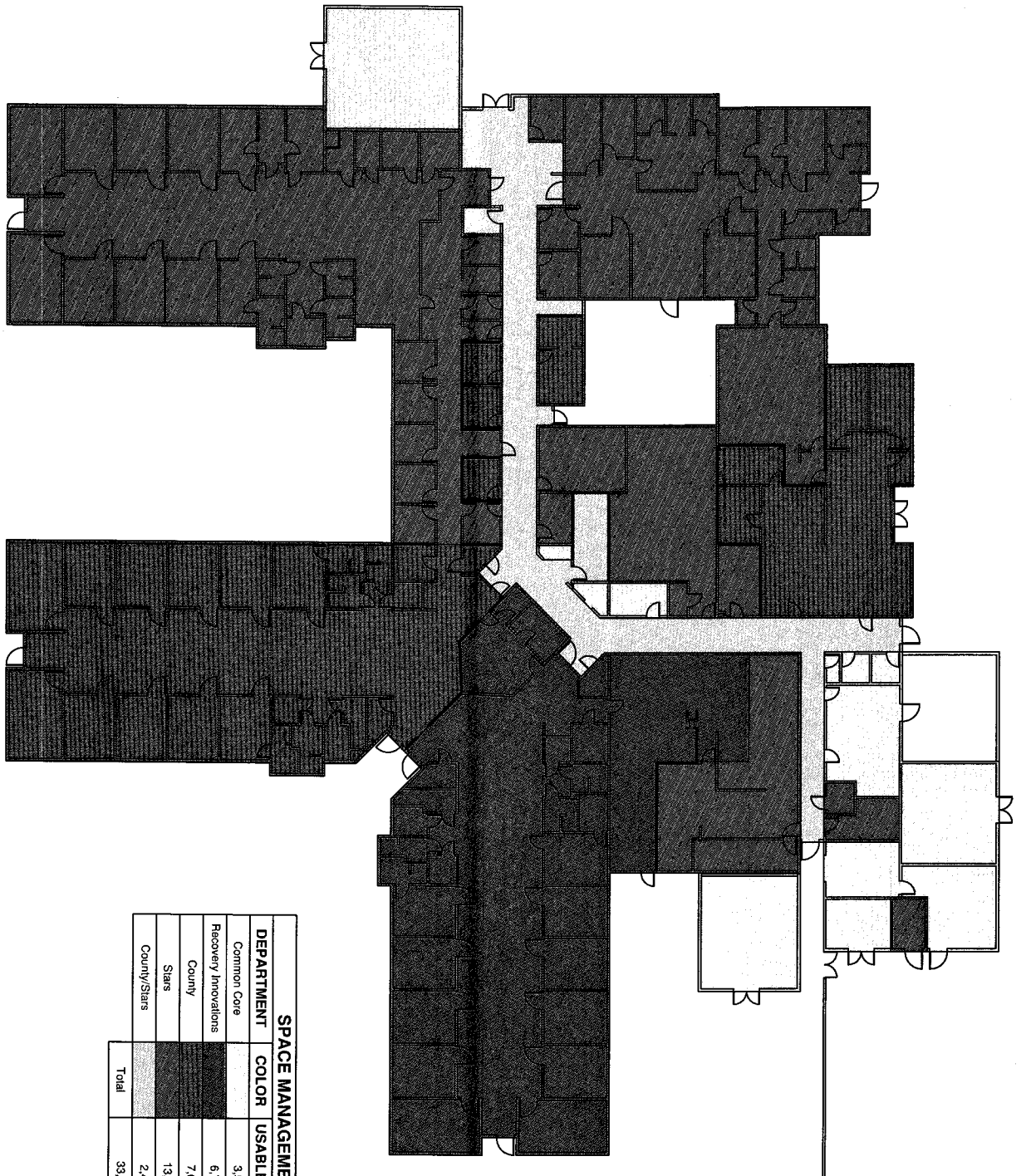
17  
18 By:   
Deputy

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20 **APPROVED AS TO FORM:**  
21 Gregory P. Priamos, County Counsel

22  
23 By:   
24 Thomas Oh  
25 Deputy County Counsel

26 MH:ar/102219/IN124/20.621

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FLOOR PLAN

SPACE MANAGEMENT LEGEND			
DEPARTMENT	COLOR	USABLE SQ. FT.	RENTABLE SQ. FT.
Common Core		3,570	7,518
Recovery Innovations		6,725	8,502
County		7,607	15,189
Stairs		13,591	2,690
County/Stairs		2,407	
<b>Total</b>		<b>33,900</b>	<b>33,900</b>

Exhibit "A"



**DIVISION**  
OF  
**SPACE MANAGEMENT**  
3901 LIME ST. RIVERSIDE CA 92507  
PH: (951)955-0067 FAX: (951)955-3602

**IN0718 - Indio  
Mental Health Inpatient Facility**

47-915 Oasis St, Indio, Ca.

**REVISIONS**

NO.	DATE	DESCRIPTION

FILE:	IND718 - Space Plan.dwg
PROJECT NO.:	
DRAWN BY:	B.H.
CHECKED BY:	
DATE:	10/8/2018
SCALE:	N/A
PRICE NO.:	1 OF 1

**A1.00**

Department Occupancy Plan