

**LEASE**  
**Arlanza Youth and Family Resource Center**  
**7940 Philbin Avenue, Riverside**

THIS LEASE AGREEMENT ("Lease") is entered into this 3<sup>rd</sup> day of March 2008, by and between the **CITY OF RIVERSIDE** ("City") and the **RIVERSIDE COUNTY OFFICE OF EDUCATION** ("RCOE") (together, the "Parties"), for the lease of the property described below upon the following terms and conditions:

**1. Description.**

The premises leased hereby consists of approximately 1632 square feet of classroom and office space, and the approximately 9350 square feet of adjacent outdoor play area enclosure, located at **7940 Philbin Avenue, Riverside, California** more particularly described and depicted on Exhibit "A", attached hereto and by this reference made a part of this lease (the "Premises"), including reasonable access to the Premises and the use of the playground equipment.

**2. Use.**

(a) The Premises are leased to RCOE, to be used by its Department of Education, for classes and pre-school classes for its Head Start program.

(b) RCOE shall have the exclusive possession of the building at all times, and exclusive possession of the playground while providing pre-school classes for the Head Start program. The City and the public shall have access to the playground during those times RCOE is not providing pre-school classes for the Head Start program.

**3. Term.**

(a) The term of this Lease shall be for five years (5) commencing on **September 1, 2007** through **August 31, 2012**.

(b) This Lease may be renewed for an additional five-year term, with the rental amount determined at that time.

(c) Either Party may terminate this Lease by providing the other Party with sixty (60) days' prior written notice.

(d) If RCOE remains on the Premises after the term of this Lease expire, without a new or renewed Lease, the terms of this Lease shall continue

on a month-to-month basis, which shall be terminable by either Party for any reason upon 30 days' notice.

**4. Rent.** Rent shall be **\$2,284.80** per month. In exchange for RCOE's installation of a new HVAC system to the satisfaction of City, City shall abate the rent for four and one-half (4 1/2) months, from **December 2007 until April 15, 2008.**

**5. Custodial Services.** The City shall deliver the Premises in broom-clean condition. RCOE shall provide and pay for all custodial services in connection with the Premises. The Premises shall be kept in safe, clean and orderly condition at all times. At the expiration of this Lease, RCOE shall deliver the Premises to the City in broom-clean condition.

**6. Utilities.**

(a) RCOE shall pay for all utility services used in connection with the Premises, including, but not limited to, telephone, electric, water, gas, refuse collection and sewer services, as may be required in the maintenance, operation and use of the Premises.

(b) RCOE shall be responsible for any electrical or other utility upgrades required by its use of the Premises. Any such upgrades will become fixtures to the Premises and RCOE is not entitled to any value thereof or compensation therefor.

(c) RCOE shall provide all utility services until the last day of the month in which RCOE vacates the Premises.

**7. Maintenance.**

(a) Except as provided otherwise in section 7(b), RCOE shall maintain the Premises in good working order and in compliance with all federal, state and local laws, ordinances, rules, codes and regulations, including but not limited to fire, health and safety, until the last day of the term.

(b) City shall maintain the fence surrounding the playground; the building exterior; windows; external doors; and the roof.

(c) RCOE shall maintain the playground equipment; the playground resilient flooring; all RCOE-related signage; the HVAC system.

**8. Improvements.**

(a) The Parties recognize and understand that any tenant improvements performed by RCOE shall be subject to City standards.

(b) Any alterations, improvements or installation of fixtures by RCOE must have the City's prior written consent. RCOE must submit plans to the City before any such actions, and must comply with all City permits and requirements. The City shall not unreasonably withhold its consent. Requests shall be sent to Mr. Ruben Lopez, Bryant Park Supervisor, 3936 Chestnut Street, Riverside, CA 92501.

(c) All alterations, improvements, and fixtures shall become City property and may not be removed by RCOE.

(d) All external signage must be approved by the Parks and Recreation Director prior to installation.

(e) City agrees to remove the gazebo from the Premises within 30 days of the full execution of this Lease.

(f) RCOE shall install a concrete pad, of a size and in a location approved in writing by the City, and shall place its existing storage container on that pad.

(g) RCOE shall install a new, quality HVAC system of the appropriate capacity, as approved in writing by the City prior to its installation.

**9. Keys.** City will initially provide RCOE with seven keys. Any additional keys will cost \$30 each. RCOE will be responsible for all costs to enter and re-key the Premises in the event the keys are lost or stolen. All keys must be surrendered to the City upon the termination of the Lease.

**10. Insurance.** RCOE is and will remain self-insured during the term of this Lease for casualty (general liability), bodily injury, property damage and personal injury liability each with a limit of liability of \$750,000 for each occurrence and in the aggregate. RCOE shall deliver a copy of the self-insured insurance to the City prior to the commencement of this Lease and shall name the City as an additional insured.

**11. Hold Harmless.**

(a) RCOE: RCOE agrees, except as to the sole negligence or willful misconduct of City, its officers, agents and/or employees, to indemnify, defend and hold City, its officers, agents and employees harmless from any and all losses, damages, claims, liability, expenses or costs, including attorney's fees,

arising from any accident or occurrence causing any injury or damage to any person or property (including RCOE employees, volunteers, and Program participants) relating or attributed to the RCOE's use of the Premises, including RCOE's use of the Playground during the Head Start Program hours of operation, but not including the City's use of the Playground during those times other than the Head Start Program hours of operation.

(b) City: City agrees, except as to the sole negligence or willful misconduct of RCOE, its officers, agents and/or employees, to indemnify, defend and hold RCOE, its officers, agents and employees harmless from any and all losses, damages, claims, liability, expenses or costs, including attorney's fees, arising from any accident or occurrence causing any injury or damage to any person or property (including City employees) relating or attributed to the City's activities concerning the Premises, including the City's use of the Playground during those times other than the Head Start Program hours of operation, but not including RCOE's use of the Playground during the Head Start Program hours of operation.

**12. 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:

RCOE:

Mary Liette  
Head Start Program  
2300 Market Street Riverside,  
CA 92501  
(951) 826-6684

City:

Kenneth Trettin  
Property Management Division  
8095 Lincoln Avenue Riverside,  
California 92504  
(951) 351-6154

With copies to:

Mr. Ruben Lopez Bryant Park  
Supervisor  
3936 Chestnut Street Riverside, CA  
92501  
(951) 351-6173

Ms. Linda Fonze Senior Management  
Analyst  
3936 Chestnut Street Riverside, CA  
92501  
(951) 826-2010

Mark Banks, Administrator I  
Contracts & Purchasing  
3939 13<sup>th</sup> Street  
Riverside, CA 92502  
(951) 826-6546

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

**13. Quiet Enjoyment.** The City covenants that RCOE shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the use of the Premises so long as RCOE shall fully and faithfully perform the terms and conditions that it is required to do under this Lease.

**14. Assignment.** This Lease may not be assigned nor shall the Premises be sublet without the prior written consent of the City's Parks and Recreation Director.

**15. Mechanics' Liens.** RCOE agrees to keep the Premises free from claims of persons, businesses or other entities, who furnishes any labor or materials at the request RCOE, its employees, agents, contractors or volunteers, and to hold the City harmless from any such claim and to indemnify the City from all associated costs including attorney's fees. Before RCOE undertakes or approves any construction exceeding \$2,000, RCOE or its contractor shall file with the City labor and material bonds for the estimated amount of construction.

**16. Binding on Successors.** The terms and conditions herein contained shall apply to and bind the Parties' heirs, successors in interest, executors, administrators, representatives and assigns.

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

**18. Venue.** Any action at law or in equity brought by either Party to enforce any right 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 hereby waive all provisions of law providing for a change of venue to any other county.

**19. Attorneys' Fees.** In the event of any litigation or arbitration between the Parties to enforce any of the provisions of this Lease or any right of either Party, the unsuccessful Party to such litigation or arbitration agrees to pay to the successful Party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful Party, all of which shall be included in and as a part of the judgment rendered in such litigation or arbitration.

**20. Entire Lease.** The Parties intend this Lease to be the 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. This Lease may be changed or modified only upon the written consent of both Parties.

**21. Interpretation.** The Parties have negotiated this Lease at arms length and with advice of their respective attorneys, and no provision contained herein shall be construed against the City solely because it prepared this Lease in its executed form.

Dated: May 12, 2008

CITY OF RIVERSIDE

By: 

BRADLEY J. HUDSON  
City Manager

Attest:

Approved as to form:

By: 

Colleen J. Nichols  
City Clerk

By: 

Anthony L. Beaumon  
Deputy City Attorney

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

RIVERSIDE CO. OFFICE OF EDUCATION

By: 

Mark Banks, Administrator I  
Contracts & Purchasing  
3939 13<sup>th</sup> Street  
Riverside, CA 92502  
(951) 826-6546

Approved as to form:

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

Attachment: Attachment "A" Legal/Property Description

Google

Address **7940 Philbin Ave**  
**Riverside, CA 92503**

Get Google Maps on your phone



Text the word "GMAPS" to 466453

