

LEASE AGREEMENT

URBAN COMMUNITY ACTION PROJECTS DBA HEALTH TO HOPE

(2880 Hulen Place)

THIS LEASE AGREEMENT ("Lease") is made and entered into this ____ day of _____, 2017, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("Lessor") and URBAN COMMUNITY ACTION PROJECTS, a California non-profit corporation doing business as ("DBA") HEALTH TO HOPE ("Lessee").

RECITALS

A. Lessor is the owner of the property located at 2880 Hulen Place, Riverside, California, Assessor's Parcel Number: 210-130-027 ("Property") described and depicted in Exhibit "A" attached hereto and incorporated herein by reference.

B. Lessee desires to lease the Property from Lessor.

C. Lessor is agreeable to leasing the Property subject to the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **GRANT:** Lessor hereby grants to Lessee the use of the Property.

2. **PREMISES:** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, in accordance with the terms and conditions of this Agreement, the property located at 2880 Hulen Place, Riverside, CA, 92501 Assessor's Parcel No. 210-130-027, ("Property") as depicted and/or described in Exhibit "A" attached hereto and incorporated herein.

3. **TERM:** The Term of this Agreement shall commence upon delivery of possession of the Property by Lessor to Lessee, which shall be documented in writing by the Parties ("Commencement Date"). The Parties shall indicate the date of delivery of possession of the Property on Exhibit "B" attached hereto and incorporated herein and signed by the Community Economic and Development Director or designee. The initial term is for five (5) years. The Lease may be extended for one additional five (5) year period by Lessee giving written notice to Lessor at least six (6) months prior to the expiration of the then current term but in no event any earlier than twelve (12) months prior to expiration of the current lease term.

4. **USE OF PROPERTY:** The Property shall be used solely for the purpose of Lessee providing office space needed for programs relating to the primary care, mental health and substance abuse services to the homeless and those at-risk of becoming homeless in the City of Riverside. This Lease shall be subject to the following terms and conditions:

(a) Lessee shall maintain the Property in a neat, clean and safe condition at all times. Lessee shall pay for all maintenance for the leased area. Lessor shall not reimburse Lessee for any expenditures made or costs incurred.

(b) Any tenant improvements shall be paid for by Lessee.

(c) Lessor makes no representation, covenant, warranty or promise that the Property is fit for any particular use, including the use for which this Lease is granted and Lessee is not relying on any such representation, covenant, warranty or promise and accepts the Property in its as is condition.

(d) The Property shall be used solely for the purpose of Lessee administrative services for programs related to the homeless residents and those at-risk of becoming homeless.

i. Beginning upon the Commencement Date, every quarter the Lessee must submit a quarterly report to the Lessor identifying the number of clients served, type of services provided (i.e. physical health, mental health, dental, etc.), number of clients housed, and assisted with employment.

5. **REPAIRS AND MAINTENANCE LESSEE OBLIGATIONS:** Lessee shall, at its sole cost and expense, maintain the Property in good order, condition and repair, and make repairs, restorations and replacements to the Property, as and when needed to preserve them in good working order and condition, including, without limiting the generality of the foregoing, all equipment or facilities specifically serving the Property, such as plumbing, heating, air conditioning, ventilating, electrical, lighting facilities, boilers, fired or unfired pressure vessels, fire hose connections if within the Property, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights, Lessee's signage, but excluding any items which are the responsibility of Lessor pursuant the terms herein, regardless of whether the repairs, restorations and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, or the fault or not the fault of Lessee, its employees, agents, invitees, visitors or contractors. All repairs, restorations, and replacements shall be in quality and class equal to the original work or installations and shall be subject to Lessor's approval. If Lessee fails to make repairs, restorations or replacements, Lessor may make them at the expense of Lessee and the expense shall be collected as additional rent to be paid by Lessee within fifteen (15) calendar days after delivery of a statement for the expense. Lessor shall be responsible for payment involving all repairs to the roof, foundation and structural walls.

5.1 **Alterations.** Lessee shall not make any alterations, improvements or additions in, on or about any of the Property, without first obtaining Lessor's prior written consent and having received all required municipal and governmental permits and authorizations.

5.1.1. All alterations, improvements or additions in, on or about the Property, whether temporary or permanent in character, shall immediately become Lessor's property and at the expiration of the Term of this Lease, shall remain on the Property without compensation to Lessee.

5.1.2. By notice given to Lessee no less than ninety (90) calendar days prior to the expiration of the Term of this Lease, Lessor may require that any alterations, improvements, or

additions in, on or about the Property be removed by Lessee. In that event, Lessee shall remove the alterations, improvements or additions at Lessee's sole cost and expense and shall restore the Premises to the condition in which the Premises was before the alterations, improvements and additions were made, reasonable wear and tear accepted.

5.2 **Mechanic's Liens.** Lessee shall pay or cause to be paid all costs and charges for: (i) work done by Lessee or caused to be done by Lessee, in or to the Property, and (ii) all materials furnished for or in connection with such work. Lessee shall indemnify the Lessor against and hold the Lessor and the Property, free, clear and harmless of and from any liens or claims of liens arising out of any work performed, materials furnished or obligations incurred by the Lessee, and Lessee shall be responsible for the removal of any such liens and all costs to remove same. Failure to remove any such liens within thirty (30) calendar days of written request by Lessor shall constitute a default of this Lease. At its election, but without having any obligation to do so, the Lessor may pay such liens not so removed by the Lessee and the any amount expended by Lessor shall be collected as additional rent to be paid by Lessee within fifteen (15) calendar days after delivery of a statement for the expense.

6. **RENT:** As consideration for rent of the Property, Lessee shall be required to pay to the Lessor the sum of One Dollar (\$1.00) per year. The rent shall be payable in advance on or before the anniversary of the Commencement Date. Said rent shall be made by check payable to the City of Riverside and sent to: The City of Riverside, Central Cashiering, City Hall, 3900 Main Street, Riverside, CA 92522

7. **NON-DISCRIMINATION:** Except as provided in Section 12940 of the California Government Code, during term of this Lease, neither party shall discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, gender, gender identity, gender expression, or sexual orientation in use of the Premises.

8. **SUPERVISION:** Lessee shall be responsible for supervision and monitoring of all activities on the Property, and the control of access to the Property at all times.

9. **HAZARDOUS MATERIALS AND WASTE:** Lessee agrees that it will not place or store, or allow any placement or storage of any hazardous waste, hazardous material, or flammable materials on the Property, and that it will not commit any waste upon or damage to the Property, nor suffer any to be done. Lessee also specifically agrees that it will not allow others to take such actions on the Property. Should Lessee place any hazardous materials on the Property, Lessee agrees to indemnify, defend, release and hold Lessor, its officers, officials, directors, agents, servants, and employees, harmless from and against any liability, loss, fine, penalty, fee, charge, lien, judgment, damage entry, claim, cause of action, suit, proceeding, remediation, response, removal, or clean-up and all costs and expenses associated therewith, including but not limited to attorneys' fees, expert fees and court costs.

10. **UTILITIES:** If Lessee determines utilities are required for Lessee's use of the Property, Lessee shall arrange for such utilities and pay directly for all utilities and services supplied to the Property, including but not limited to water, electricity, telephone, gas and cleaning of the Property, together with any taxes associated therewith.

11. **FREE FROM LIENS OR CLAIMS:** Lessee shall keep the Property free from any mechanics' or materialmen's liens or other liens of any kind or nature for any work done, labor performed, or material furnished thereon at the instance or on account of Lessee.

12. **POSSESSORY INTEREST TAX.** Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property taxes levied on such interest. Any imposition of a possessory interest tax shall be a tax liability of Lessee solely and shall be paid by Lessee; and any such tax payment shall not reduce any rent due Lessor hereunder.

13. **INSURANCE:** Prior to Lessor's execution of this Lease, Lessee shall obtain, and shall thereafter maintain during the term of this Lease at Lessee's sole expense, such commercial general liability insurance as required to insure Lessee against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Lessee. Additionally, Lessee shall obtain and thereafter maintain during the term of this Lease at Lessee's sole expense, casualty insurance insuring the Property against fire damage, satisfactory to and with loss payable to Lessor.

All liability insurance shall be issued by insurance companies authorized to transact liability insurance business in the State of California.

Lessee's commercial general liability policy shall cover both bodily injury (including death) and property damage (including but not limited to premises-operations liability, products-completed operations liability, independent contractors liability, personal injury liability, and contractual liability), in an amount not less than \$1,000,000 per-occurrence, \$2,000,000 aggregate.

These minimum amounts of coverage shall not constitute any limitation or cap on Licensee's indemnification obligations under Section 12 hereof.

Insurance policies or original certificates of participation in an approved self-insurance program and evidencing the coverage required by this Lease, for the commercial general liability insurance shall be filed with the Lessor. Said policies or certifications shall be in the usual form of commercial general liability insurance or certification and shall evidence the Lessor, its officers and employees, as additional insureds.

The policies shall not be canceled prior to the termination of this Lease unless thirty (30) days prior written notification of intended cancellation has been given to Lessor by certified or registered mail.

Lessor, its agents and employees make no representation that the limits of the insurance specified to be carried by Lessee pursuant to this Lease are adequate to protect Lessee. If Lessee believes that any required insurance coverage is inadequate, Lessee will obtain such additional insurance coverage as Lessee deems adequate, at Lessee's sole expense.

Insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Lease, for both commercial general and auto liability, shall be filed with Lessor and shall include Lessor, their officers, agents and employees as additional insureds.

Said policies shall be in the usual form of commercial general liability insurance, but shall include the following:

“It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy.”

14. **INDEMNIFICATION:** Except as to the sole negligence, or willful misconduct of Lessor, Lessee shall protect, defend, indemnify, and hold Lessor, its officers, agents, employees and volunteers completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys’ fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Lease and/or the use or occupancy of the Property or the acts or omissions of Lessee’s officers, agents, employees, contractors, subcontractors, licensees, invitees or guests, regardless of where the injury, death, or damage may occur.

15. **GOVERNING LAW AND JURISDICTION:** Lessee agrees that in the exercise of its rights under this Lease, Lessee shall comply with all applicable federal, state, county and local laws, and regulations in connection with its use of the Property. The existence, validity, construction, operation and effect of this Lease and all of its terms and provisions shall be determined in accordance with the laws of the State of California. 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 Superior Court of California, County of Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

16. **EVENT OF DEFAULT:** The occurrence of any one or more of the following events (“Events of Default”) shall constitute a breach of this Lease by Lessee:

A. If Lessee shall default in its obligation to pay any installment of rent in full; or

B. If Lessee shall vacate or abandon the Property for a continuous period exceeding five (5) calendar days; or

C. If Lessee shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or shall fail timely to contest the material allegations of a petition filed against them in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its property; or

D. If within ninety (90) calendar days after the commencement of any proceeding against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation,

such proceeding shall not have been dismissed, or if, within ninety (90) calendar days after the appointment without the consent or acquiescence of Lessee, of any trustee, receiver or liquidator of Lessee or of any material part of its properties, such appointment shall not have been vacated; or

E. If this Lease or any estate of Lessee hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) calendar days; or

F. If Lessee assigns or attempts to assign this Lease; or

G. If waste is committed on the Property; or

H. If Lessee fails to perform any other act or obligation under this Lease, if such failure shall continue for fifteen (15) calendar days after written notice from Lessor to Lessee; or

I. The occurrence of any event which pursuant to the terms hereof constitutes an Event of Default hereunder; or

J. The occurrence of a material and adverse change in the financial condition or business of Lessee obligations hereunder.

17. **DEFAULT:** On the occurrence of an Event of Default by Lessee, Lessor shall give notice of such Event of Default to Lessee. If within fifteen (15) days of receipt of the written notice the default is not corrected, or a written explanation regarding the occurrence of the default, this Lease shall then terminate immediately without further notice.

18. **TERMINATION BY LESSOR.** Lessor shall have the right to terminate this Lease without cause by providing Lessee with at least twelve (12) months prior written notice of its intent to terminate the Lease.

19. **ENTIRE AGREEMENT:** It is expressly agreed that this Lease embodies the entire agreement between the parties hereto in relation to the subject matter hereof and that neither agreement or understanding, verbal or otherwise, relative to this subject matter exists between the parties hereto at the time of execution. This Lease may be modified or amended by the mutual consent of the parties in writing.

20. **NOTICES:** Service of any notices, bills, invoices or other documents required or permitted under this Lease shall be sufficient if sent by one party to the other by United States mail, postage prepaid and or facsimiles addressed as follows:

Lessor

City of Riverside

Lessee

Urban Community Action Projects

Community & Economic Development Dept.
Attn: Michelle Davis
Housing Authority &
Homeless Services Manager
3900 Main Street, 5th Floor
Riverside, CA 92522
951-826-5743
mdavis@riversideca.gov

dba Health to Hope
Attn: Emmanuel Parakati
2880 Hulen Place
Riverside, CA 92507
951-595-4444

21. **SEVERABILITY:** Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Lease shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction, in whole and/or in part, in this Lease is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Lease and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Lease and the remainder of the Lease shall continue in full force and effect.

22. **PARAGRAPH TITLES:** The paragraph titles of this Lease (i) are inserted only for the convenience of the parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the Lease to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Lease or in any way affect the agreement of the parties set out in this Lease.

23. **RESERVATIONS:** This Lease is subject to all reservations, restrictions, rights and rights-of-way of record.

24. **ATTORNEYS' FEES:** In the event either party hereto shall bring suit to enforce any term of this Lease or to recover any damages for and on account of the breach of any term or condition of this Lease, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees to be set by the court in such action.

25. **ASSIGNMENT:** This Lease is personal to Lessee and cannot be assigned.

26. **AUTHORITY:** The individuals executing this Lease and the instruments referenced herein, each represent and warrant that they have the legal power, right and actual authority to bind the respective parties to the terms and conditions hereof and thereof.

27. **NON-POSSESSORY INTEREST:** No permanent or possessory interest shall accrue to Lessee in the leased Property by reason of this Lease or by exercise of the permission given and Lessee agrees to claim no such interest.

28. **HOLDOVER:** Upon expiration of this Lease, if the term of this Lease has not been extended in accordance with Section 3 hereof, this Lease shall continue on a month-to-month basis, which may be terminated by Lessor upon 30 days' written notice. If at the end of the Thirty (30) day notice of lease termination, Lessee has not vacated the Property, Lessee shall pay Lessor the sum of One hundred Dollars (\$100.00) per day for everyday Lessee remains on the Property.

29. **INSPECTION.** The property being leased has not undergone an inspection by a Certified Access Specialist, this statement is being made as required by Civil Code section 1938.

IN WITNESS WHEREOF the parties hereto have caused this Lease to be duly executed on the date and year first written above.

LESSOR:


CITY OF RIVERSIDE, a California
Charter city and municipal corporation

By: _____
City Manager

ATTEST:

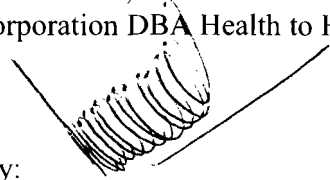
By: _____
City Clerk

APPROVED AS TO FORM:

By:  _____
Deputy City Attorney

LESSEE:

URBAN COMMUNITY ACTION
PROJECTS, a California non-profit
corporation DBA Health to Hope

By:  _____
Name: EMMANUEL PARAKATI
Its: CEC

By: _____
Name:
Its:

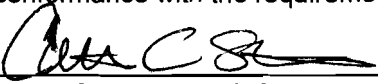

EXHIBIT "A"
LEGAL DESCRIPTION

Address: 2840 Hulen Place
A.P.N.: 210-130-026

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

Parcel 5 of Parcel Map 22083, as shown by map on file in Book 155, Pages 36 and 37 of Parcel Maps, Records of Riverside County, California.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 5/18/17 Prep. 
Curtis C. Stephens, L.S. 7519 Date

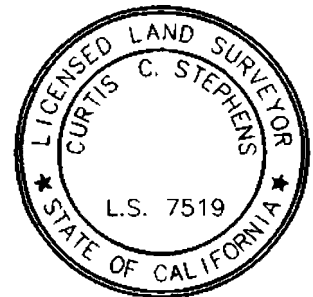


EXHIBIT "B"

Date of Delivery of Possession

Note: this form to be completed by the Parties after the Agreement has been fully executed.

Pursuant to the Lease Agreement dated _____, between the City of Riverside and Urban Community Action Projects, dba Health to Hope, the parties hereby agree, understand and acknowledge that the date of delivery of possession of the Premises by Lessor to Lessee is the following: _____.

City of Riverside, a California charter city and
Municipal Corporation

By: _____

Date: _____

Urban Community Action Projects, dba
Health to Hope

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____



Restoring and Healing People Where Ever They Are.

Board of Director Resolution

WHEREAS, the Board of Directors of the Urban Community Action Projects has determined at its November 2016 meeting that they were interested in pursuing an additional primary care clinic license for the Access Center Clinic—Mobile Unit 3, and

WHEREAS, Urban Community Action Projects has been funded by the Federal Health Resources and Services Administration (HRSA) as a Federally Qualified Health Center (FQHC), and

WHEREAS, the Board of Directors has designated Emmanuel Parakati, CEO the administrative responsibility to operate the Access Center Clinic—Mobile Unit 3, and

WHEREAS, the Board of Directors has authorized Emmanuel Parakati, CEO to delegate the administrative responsibility to operate the Access Center Clinic—Mobile Unit 3 to Dr. Vanessa Ho, M.D. in his absence, and

WHEREAS, the Board of Directors of Urban Community Action Projects will provide governance for the Access Center Clinic—Mobile Unit 3 as part of the overall corporate governance structure, and

WHEREAS, the Board of Directors has authorized staff to submit an application as a primary care clinic to the California Department of Public Health, Licensing and Certification Program to request an additional Mobile Clinic license and certification to participate in the Medi-Cal program.

THEREFORE BE IT RESOLVED, that it is the wishes and directive of the Board of Directors of Urban Community Action Projects for Emmanuel Parakati, CEO to submit all necessary applications and documents to acquire an affiliate primary care clinic license and certification for Medi-Cal for the Access Center Clinic—Mobile Unit 3.

Signed,

Casey Angulo
Secretary of the Board

1/24/2017
Date