

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

348



FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:
August 27, 2014

SUBJECT: Revenue Lease between the County of Riverside Economic Development Agency and AMIS Pharmacy Corporation, 5 year Lease, District 4/District 4, CEQA Exempt [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the leasing of the building is exempt from California Environmental Quality Act (CEQA) pursuant to CEQA guidelines section 15061 (b) (3) , as it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment; and Section 15301, Class 1, as the project involves negligible or no expansion of an existing use;
2. Approve the Lease between AMIS Pharmacy Corporation DBA as Mecca Community Pharmacy as Lessee, and the County of Riverside as Lessor and authorize the Chairman of the Board to execute the same on behalf of the County; and

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent ☐ Policy ☒
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: No

For Fiscal Year: 2014/15 –
2018/19

C.E.O. RECOMMENDATION:

APPROVE

BY:

County Executive Office Signature

Rohini Dasika

MINUTES OF THE BOARD OF SUPERVISORS

☐ A-30
☐ 4/5 Vote
☐ Positions Added
☐ Change Order

Prev. Agn. Ref.:

District: 4/4

Agenda Number:

3-31

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

Economic Development Agency/Facilities Management

FORM 11: Revenue Lease between the County of Riverside Economic Development Agency and AMIS Pharmacy Corporation, 5 year Lease, District 4/District 4, CEQA Exempt [\$0]

DATE: August 27, 2014

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RECOMMENDED MOTION: (Continued)

3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of the project.

BACKGROUND:

Summary

In 2005 the Riverside Economic Development Agency (EDA) completed construction of the Mecca Family Care Clinic located at 91-275 Avenue 66, Mecca. The facility is primarily occupied by the Department of Public Social Services and the Department of Public Health. A portion of the facility is occupied by the AMIS Pharmacy (Pharmacy) which has occupied clinical office space at the facility since 2008, has requested to extend the lease term for five years, retroactively to January 1, 2014, to continue to provide health care services to the Mecca community and surrounding areas.

The Pharmacy occupies a 1,275 sq. ft. portion of space within the 16,394 sq. ft. Mecca Family Care Clinic with other non-profit health care providers.

No expansion of an existing use will occur pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301, Existing Facilities Class 1 and General Rule Exemption Section 15061 (b) (3), a Notice of Exemption will be filed with the County Clerk. The proposed project is the letting of property involving existing facilities with no expansion of existing use.

The terms of the lease are as follows:

Lessee:	AMIS Pharmacy Corporation, dba Mecca Community Pharmacy	
Premises:	91-275 Avenue 66, Mecca, CA	
Square Footage:	1,275 square feet, expiring December 31, 2018	
Term:	Five Years	
Monthly Rent:	Current	New
	\$1.35 per sq. ft.	\$1.35 per sq. ft.
	\$1,721 per month	\$1,721 per month
	\$20,652 per year	\$20,652 per year

Rent Adjustments: The Rent shall be increased two percent annually during the term

Impact on Residents and Businesses

The Pharmacy will continue to provide the Mecca community and surrounding areas with health care benefits and clinical services at the Mecca Family Health Care Clinic.

SUPPLEMENTAL:

Additional Fiscal Information

None

(Continued)

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

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Contract History and Price Reasonableness

This is a new five year lease. The lease rate is deemed competitive based on current market rate.

Attachments:

Revenue Lease

Notice of Exemption

1 **REVENUE LEASE BETWEEN THE**
2 **COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY AND AMIS**
3 **PHARMACY CORPORATION DBA, MECCA COMMUNITY PHARMACY**
4 **PERTAINING TO USE OF SPACE AT 91-275 AVENUE 66, MECCA, CALIFORNIA**
5

6 This Lease is entered into as of the 1st day of January, 2014, by and
7 between the County of Riverside, through its Economic Development Agency, as
8 landlord, hereinafter referred to as "County," and the AMIS Pharmacy Corporation dba,
9 Mecca Community Pharmacy as tenant, hereinafter referred to as "Lessee."

10 The parties, for mutual consideration contained herein, agree to as follows:

11 **SECTION 1. Premises.** The Premises shall consist of a portion of the building
12 as defined herein, including all improvements therein or to be provided by County
13 under the terms of this Lease, and commonly known as 91-275 Avenue 66, located in
14 Mecca, County of Riverside, State of California, generally described as:

15 A. Office space consisting of approximately 1,275 square feet, as more
16 particular shown on Exhibit A, attached hereto, and by reference made part of this
17 lease, hereinafter referred to as "Pharmacy."

18 B. The premises, the building, parking lot, common areas, backup
19 generator, the land upon which they are located, along with other buildings and
20 improvements thereon, are herein collectively referred to as the "Center."

21 **SECTION 2. Use.** The premise is leased to Lessee for the purpose of providing
22 retail pharmacy services for the benefit of the unincorporated community of Mecca and
23 surrounding communities.

24 **SECTION 3. Term.** The term of the Lease shall be five years, commencing
25 January 1, 2014, and expiring at midnight on December 31, 2018.

26 (a) The Premises are leased to Lessee for the purpose of providing
27 retail pharmaceutical services for the benefit of the unincorporated community of
28 Mecca and surrounding communities.

1 (b) Hours of Operation:

2 1. The Pharmacy shall, at minimum, be open to the public Monday
3 through Friday from 8:00 a.m. to 6:00 p.m.

4 2. The Pharmacy may be open evenings, weekends and holidays at
5 the discretion of the Lessee.

6 **SECTION 4. Extension.** Any extension of the term of this sublease shall be
7 upon mutual agreement by County and Lessee, and shall be incorporated by
8 amendment to the Lease.

9 **SECTION 5. Rent.** Lessee shall pay \$1,721 per month (1.35 per square foot)
10 to the County on the first of every month ("Rent"). An annual increase of 2% to Rent
11 shall commence in the second year of the lease and annually thereafter, for the term of
12 this Lease. Payments shall be mailed to: Riverside County Economic Development
13 Agency-Fiscal Department, 3133 Mission Inn Avenue, Riverside, CA 92507.

14 **SECTION 6. Utilities & Maintenance.** Rent shall include all utility services
15 used in connection with the operation of the premises (excluding phones and computer
16 connectivity) throughout the term of this lease including water, sewer, gas, refuse
17 removal, electrical, building maintenance and repair, and security services, parking
18 spaces, fire insurance and extended coverage, building signage as applicable, and
19 landscaping.

20 **SECTION 7. Improvements.** County has prepared the Premises for useful
21 occupancy as necessary to perform the functions required. All alterations and
22 improvements to be made and fixtures installed or caused to be made and installed,
23 shall become the property of County with the exception of Lessee may remove such
24 shelving provided, however, that such removal does not cause injury or damage to the
25 leased Premises, or in the event it does, Lessee shall restore the Premises to their
26 original shape and condition. In the event shelving is not removed, County may at its
27 own discretion, either: 1) remove and store such shelving and restore the Premises for
28 the account of Lessee, and in such event, Lessee shall within thirty days (30) after

1 billing and accounting reimburse County for the costs so incurred, or 2) take and hold
2 such shelving as its sole property.

3 **SECTION 8. County's Obligation.** County's obligation over the life term of the
4 lease shall include:

5 A Care of landscaping (including plant materials and irrigation equipment)
6 and hardscaping.

7 B. Back-up generator maintenance, testing, fueling, and permitting.

8 C. Payment for sewer, water, electrical, trash.

9 **SECTION 9. Lessee's Obligation.** Lessee's obligations shall include:

10 A. Compliance with federal, state and local laws, rules and regulation and in
11 particular meet and maintain State of California's licensing requirements to operate a
12 retail pharmacy.

13 B. Sole responsibility for the security measures to safeguard the storage
14 and dispensing of medications and medical supplies.

15 C. Arrange and pay all costs for computers, internet services and custodial
16 services.

17 **SECTION 10. Option to Terminate.**

18 A. Lessee shall have the option to terminate this lease if the Center is
19 destroyed or damaged to the extent that it cannot be repaired within sixty (60) days, or
20 if more than 25% of the Premises are destroyed.

21 B. County may terminate this lease in the event of a material default and
22 breach of this lease, by giving (30) days written notice of such breach and Lessee has
23 failed to either cure the default or commerce such cure in a timely manner.

24 **SECTION 11. Taxes, Assessments and Fees.**

25 (a) Lessee recognizes and understands the terms of this Lease shall result in
26 the creation of a possessory interest, subject to taxation. Lessee shall be responsible
27 the payment of possessory interest taxes levied on such interest. Lessee shall be
28

1 responsible for the payment of, and shall timely pay, all taxes, including personal
2 property taxes, assessments, and fees assessed or levied upon Lessee.

3 (b) Lessee further agrees not to allow such taxes, including personal
4 property taxes, assessments, or fees to become a lien against said premises or any
5 improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit
6 Lessee from contesting the validity of amount of any such tax, assessment, or fee in
7 any manner authorized by law.

8 **SECTION 12. Inspection of Premises.** County, through its duly authorized
9 agents, shall have the right to enter the leased premises for the purpose of inspecting,
10 monitoring, and evaluating the obligations of Lessee hereunder and for the purpose of
11 doing any and all things which it is obligated and has a right to do under this Lease.

12 **SECTION 13. Quiet Enjoyment.** Lessee shall have, hold and quietly enjoy the
13 use of the leased premises so long as it shall fully and faithfully perform the terms and
14 conditions that it is required to do under this Lease.

15 **SECTION 14. Compliance with Government Regulations.** Lessee shall, at
16 Lessee's sole cost and expense, comply with the requirements of all local, state and
17 federal statutes, regulations, rules, ordinances and orders now in force or which may
18 be hereafter in force, pertaining to the leased premises. Any final judgment, decree or
19 order of any court of competent jurisdiction, or the admission of Lessee in any action or
20 proceedings against Lessee that Lessee has violated any such statutes, regulations,
21 rules, ordinances or orders in the use of the leased premises, shall be conclusive of
22 that fact as between County and Lessee.

23 **SECTION 15. Nondiscrimination.** Lessee herein covenants by and for himself
24 or herself, his or her heirs, executors, administrator, and assigns, and all persons
25 claiming under or through them, that this Lease is made and accepted upon and
26 subject to the following conditions: That there shall be no discrimination against or
27 segregation of any person or group of persons on account of any basis listed in section
28 12955 of the Government Code, and also defined in sections 12926 and 12926.1 in the

1 leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Property
2 herein leased, nor shall the Lessee himself or herself, or any persons claiming under or
3 through him or her, establish or permit any such practice or practices of discrimination
4 or segregation with reference to the selection, location, number, use or occupancy of
5 tenants, lessees, subtenants, subleases or vendees in the Property herein conveyed.
6 The foregoing covenants shall run with the land.

7 **SECTION 16. Default.**

8 (a) Lessee shall be in default if the Premises is used for any purpose
9 other than that authorized in the Lease, fails to maintain the Premises or the
10 improvements in the manner provided for in the Lease, fails to pay any installment of
11 rent or other sum when due as provided for in the Lease, fails to comply with or
12 perform any other covenant, condition, provision or restriction provided for in the
13 Lease, abandons the Premises, allows the Premises to be attached, levied upon, or
14 seized under legal process; or if the Lessee files or commits an act of bankruptcy, has
15 a receiver or liquidator appointed to take possession of the Premises, or commits or
16 permits waste on the Premises (collectively referred to as a "Default"), then the Lessee
17 shall be deemed in default under the terms of the Lease.

18 (b) In case of Default, County shall provide a thirty (30) day written
19 notice to Lessee to remedy any and all defaults. Upon the failure of Lessee to promptly
20 remedy such Default, County shall have the right to terminate this Lease and retake
21 possession of the Property together with all additions, alterations, and improvements
22 thereto. County shall also retain all rights to seek any and all remedies at law or in
23 equity.

24 **SECTION 17. Termination by County.** Notwithstanding the provisions of
25 Default, County shall have the right to immediately terminate this Lease for the
26 following:

27 (a) In the event a petition is filled for voluntary or involuntary
28 bankruptcy for the adjudication of Lessee as debtors.

1 (b) In the event that Lessee makes a general assignment, or Lessee's
2 interest hereunder is assigned involuntarily or by operation of law, for the benefit of
3 creditors.

4 (c) In the event of abandonment of the leased premises by Lessee.

5 (d) In the event Lessee fails to perform its obligations to the Incubator
6 Facility.

7 **SECTION 18. Insurance.** Lessee shall during the term of this Lease procure at
8 its sole cost and expense and keep in full force and effect from the commencement
9 date of this Lease continuing until the end of the term of the Lease the following
10 insurance provisions:

11 (a) Workers' Compensation. Procure and maintain Workers'
12 Compensation Insurance as prescribed by the laws of the State of California.

13 (b) Comprehensive General Liability. Procure and maintain
14 Comprehensive Broad Form General Liability insurance coverage that shall protect
15 Lessee from claims including, but not limited to, damages for premises liability,
16 contractual liability, personal and advertising injury (broad form) which may arise from
17 or out of Lessee's operation use and management of the leased premises and grounds
18 or the performance of its obligations hereunder, whether such operations, use or
19 performance be by Lessee, by any subcontractor, vendor, or by anyone employed
20 directly or indirectly by either of them or volunteers serving either of them. Such
21 insurance shall name County of Riverside, its directors, officers, special districts, Board
22 of Supervisors, employees, agents or representatives as additional insureds with
23 respect to this Lease and the obligations hereunder with limits not less than \$1,000,000
24 per occurrence combined single limit. Policy shall provide for \$5,000 in medical
25 payments coverage per occurrence, and fire legal liability in an amount not less than
26 \$50,000 per occurrence.

27 (c) Vehicle Liability. Lessee shall procure auto liability as required by
28 the State of California.

1 (d) All Risk Real and Personal Property.

2 (1) The leased premises will continue to remain insured by the
3 County Property Program at no additional cost to Lessee. The County of Riverside
4 shall continue to be responsible for all risk, earthquake and flood deductibles.

5 (2) The leased premises will continue to remain insured by the
6 County Boiler and Machinery Program. The County of Riverside shall continue to be
7 responsible for any and all deductibles relating to Boiler and Machinery insurance
8 coverage.

9 (e) General Insurance Provisions.

10 (1) Any insurance carrier providing insurance coverage
11 hereunder shall be admitted to the State of California unless waived, in writing, by
12 County Risk Manager, and such carrier(s) shall have an A.M. BEST rating of not less
13 than an A:VII (A:8). In addition, any deductibles or self-insured retentions must be
14 declared by such carrier(s) and such deductibles and retentions shall have the prior
15 consent, in writing, from the County Risk Manager and, at the election of the County
16 Risk Manager, such carriers shall be notified in writing and shall either: (1) reduce or
17 eliminate such deductibles or self-insured retentions relating to the County of
18 Riverside, its officers, employees or agents, or (2) procure a bond which guarantees
19 payment of losses and related investigations, claim(s) administration and defense
20 expenses and costs. If no written notice is received from County Risk Manager within
21 ten (10) days of the acceptance of agreement then such deductibles or self-insured
22 retentions shall be deemed acceptable.

23 (2) Lessee shall cause its insurance carrier(s) to furnish the
24 County of Riverside with either (1) properly executed original Certificate(s) of Insurance
25 and certified original copies of endorsements effecting coverage as required herein, or
26 (2) if requested to do so, in writing, by County Risk Manager, provide original Certified
27 copies of policies including all endorsements and any and all attachments thereto,
28 showing that such insurance is in full force and effect, and County of Riverside, its

1 directors, officers, special districts, Board of Supervisors, elected officials, employees,
2 agents or representatives are named as additional insureds with respect to this Lease
3 and the obligations of Lessee hereunder. Further, said Certificate(s) and policies of
4 insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days'
5 written notice shall be given to the County of Riverside prior to any modification,
6 cancellation, expiration or reduction in coverage of such insurance. In the event of any
7 such modification, cancellation, expiration or reduction in coverage and on the effective
8 date thereof, this Lease shall terminate forthwith, unless the County of Riverside
9 receives prior to such effective date another properly executed original Certificate of
10 Insurance and original copies of endorsements or certified original policies including all
11 endorsements and attachments thereto evidencing coverages set forth herein and the
12 insurance required herein is in full force and effect. Lessee shall not take possession
13 or otherwise use the leased premises until the County of Riverside has been furnished
14 original Certificate(s) of Insurance and certified original copies of endorsements or
15 policies of insurance including all endorsements and any and all other attachments as
16 required in this Section. The original endorsements for each policy and the Certificate
17 of Insurance shall be signed by an individual authorized by the insurance carrier to do
18 so on its behalf.

19 (3) It is understood and agreed to by the parties, and the
20 insurance company(s), Certificate(s) of Insurance and policies shall so covenant and
21 shall be construed as primary and County's insurance and/or deductibles and/or self-
22 insured retentions or self-insured programs shall not be construed as contributory.

23 (f) Professional Liability. Lessee shall procure and maintain
24 professional liability insurance coverage to protect from any liability whatsoever based
25 on or asserted by any claim, act or omission of Lessee, its officers, agents, employees,
26 subcontractors and independent contractors, relating to or in any way connected with
27 or arising from the agreement and/or for any error or omission by Lessee its
28 employees, agents, Officers or subcontractors. The amount of such insurance shall

1 not be less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 in
2 the aggregate.

3 **SECTION 19. Hold Harmless.**

4 (a) Lessee represents that it has inspected the leased premises,
5 accepts the condition thereof and fully assumes any and all risks incidental to the use
6 thereof. County shall not be liable to Lessee, its officers, agents, employees,
7 subcontractors or independent contractors for any personal injury or property damage
8 suffered by them which may result from hidden, latent or other dangerous conditions in,
9 on, upon or within the leased premises, provided, however, that such dangerous
10 conditions are not caused by the sole negligence of County, its officers, agents or
11 employees.

12 (b) The specified insurance limits required in Section 23 above shall in
13 no way limit or circumscribe Lessee's obligations to indemnify and hold County free
14 and harmless herein.

15 **SECTION 20. Assignment.** Lessee shall not assign, sublet, mortgage,
16 hypothecate or otherwise transfer in any manner any of its rights, duties or obligations
17 hereunder to any person or entity without the prior written consent of County being first
18 obtained, which consent shall be in the absolute discretion of County. In the event of
19 any such transfer, as provided in this Section, Lessee expressly understands and
20 agrees that it shall remain liable with respect to any and all of the obligations and
21 duties contained in this Lease.

22 **SECTION 21. Indemnification.** Unless due to the active negligence of the
23 County, Lessee shall indemnify and hold harmless the County of Riverside, its
24 agencies, districts, special districts and departments, their respective directors, officers,
25 Board of Supervisors, elected and appointed officials, employees, agents and
26 representatives ("County Parties") from any liability whatsoever, based or asserted
27 upon any act or omission of Lessee, its officers, employees, subcontractors, agents or
28 representatives arising out of or in any way relating to or in any way connected with the

1 leased premises or this Lease, including but not limited to property damage, bodily
2 injury, or death or any other element of any kind or nature whatsoever. Lessee shall
3 defend, at its sole expense, all costs and fees including, but not limited, to attorney
4 fees, cost of investigation, defense and settlements or awards, County Parties in any
5 claim or action based upon such alleged acts or omissions.

6 With respect to any action or claim subject to indemnification herein by Lessee,
7 Lessee shall, at their sole cost, have the right to use counsel of their own choice and
8 shall have the right to adjust, settle, or compromise any such action or claim without
9 the prior consent of County; provided, however, that any such adjustment, settlement
10 or compromise in no manner whatsoever limits or circumscribes Lessee's
11 indemnification to County as set forth herein.

12 Lessee's obligation hereunder shall be satisfied when Lessee has provided to
13 County the appropriate form of dismissal relieving County from any liability for the
14 action or claim involved.

15 The specified insurance limits required in this Agreement shall in no way limit or
16 circumscribe Lessee's obligations to indemnify and hold harmless the County herein
17 from third party claims.

18 In the event there is conflict between this clause and California Civil Code
19 section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
20 interpretation shall not relieve the Lessee from indemnifying the County to the fullest
21 extent allowed by law.

22 Survival of Indemnification. The paragraphs of this Section 21 shall survive the
23 expiration or earlier termination of this Lease until all claims against County Parties
24 involving any of the indemnified matters are fully, finally, and absolutely barred by the
25 applicable statutes of limitations.

26 **SECTION 22. Toxic Materials.** During the term of the Lease and any
27 extensions thereof, Lessee shall not violate any federal, state or local law, ordinance or
28 regulation, relating to industrial hygiene or to the environmental condition on, under or

1 about the leased premises, including, but not limited to, soil and groundwater
2 conditions. Further, Lessee, its successors, assigns and sublessees, shall not use,
3 generate, manufacture, produce, store or dispose of on, under or about the leased
4 premises or transport to or from the leased premises any flammable explosives,
5 asbestos, radioactive materials, hazardous wastes, toxic substances or related
6 injurious materials, whether injurious by themselves or in combination with other
7 materials (collectively, "hazardous substances," "hazardous materials" or "toxic
8 substances") in the Comprehensive Environmental Response, Compensation and
9 Liability Act of 1980, as amended, 42 U.S.C. section 9601, et seq; the Hazardous
10 Materials Transportation Act, 49 U.S.C. section 1801, et seq; the Resource
11 Conservation and Recovery Act, 42 U.S.C. section 6901, et seq; and those substances
12 defined as "Hazardous Wastes" in section 25117 of the California Health and Safety
13 Code or as "Hazardous Substances" in section 25316 of the California Health and
14 Safety Code; and in the regulations adopted in publications promulgated pursuant to
15 said laws.

16 **SECTION 23. Free From Liens.** Lessee shall pay, when due, all sums of
17 money that may become due for any labor, services, material, supplies, or equipment,
18 alleged to have been furnished or to be furnished to Lessee, in, upon, or about the
19 leased premises, and which may be secured by a mechanics', materialman's or other
20 lien against the leased premises or County's interest therein, and will cause each such
21 lien to be fully discharged and released at the time the performance of any obligation
22 secured by such lien matures or becomes due; provided, however, that if Lessee
23 desires to contest any such lien, it may do so, but notwithstanding any such contest, if
24 such lien shall be reduced to final enforcement thereof is not promptly stayed, or if so
25 stayed, and said stay thereafter expires, then and in such event, Lessee shall forthwith
26 pay and discharge said judgment.

27 **SECTION 24. Employees and Agents of Lessee.** It is understood and agreed
28 that all persons hired or engaged by Lessee shall be considered to be employees or

agents only of Lessee and not of County.

SECTION 25. Binding of Successors. Lessee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Lease, and all the parties thereto shall be jointly and severally liable hereunder.

SECTION 26. Waiver of Performance. No waiver by County at any time of any of the terms and conditions of this Lease shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

SECTION 27. 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.

SECTION 28. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The County and Lessee agree that this Agreement has been entered into at Riverside, California, and that any legal action related to the interpretation or performance of the Agreement shall be filed in the Superior Court for the State of California in Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

SECTION 29. Attorneys' Fees. In the event of any litigation or arbitration between Lessee and County to enforce any of the provisions of this Lease or any right of either party hereto, 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 or award in such litigation or arbitration.

SECTION 30. Notices. Any notice shall be addressed to the respective parties as set forth below:

///

///

1 County:

Lessee:

2 Real Estate Division

Brandon Huynh

3 Economic Development Agency

Owner

4 3403 10th Street, Suite 400

AMIS Pharmacy Corp, dba

5 Riverside, CA 92501

Mecca Community Pharmacy

6 (951) 955-4820

12370 Hesperia Road, Suite 7

7 Victorville, CA 92395

8 (760) 347-3577

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

11 **SECTION 31. Personnel, Independent from County.** Lessee represents
12 that it has all the personnel required to perform the services necessary to operate
13 under this Lease, including services to the Incubator Facility, or will subcontract for
14 necessary services. Lessee personnel shall not be employed by, nor have any direct
15 contractual relationship with the County. The Lessee, its employees or personnel under
16 direct contract with the Lessee or sublessees shall perform all services required
17 hereunder. Lessee and its agents, servants, employees and sublessees shall act at all
18 times in an independent capacity during the term of this Lease and shall not act as,
19 and shall not be, nor shall they in any manner be construed to be agents, officers or
20 employees of the County.

21 **SECTION 32. Amendments.** This Lease shall not be amended unless such
22 changes are mutually agreed upon by the County and the Lessee and shall be
23 incorporated in written executed amendments to this Lease.

24 **SECTION 33. No Third Party Beneficiaries.** This Lease is made and entered
25 into for the sole protection and benefit of the parties hereto. No other person or entity
26 shall have any right of action based upon the provisions of this Lease.

27 **SECTION 34. Permits, Licenses and Taxes.** Lessee shall secure and
28 maintain, at its expense, all necessary permits and licenses as it may be required to

1 obtain and/or hold, and Lessee shall pay for all fees and taxes levied or required by
2 any authorized public entity.

3 **SECTION 35. Entire Lease.** This Lease is intended by the parties hereto as a
4 final expression of their understanding with respect to the subject matter hereof and as
5 a complete and exclusive statement of the terms and conditions thereof and
6 supersedes any and all prior and contemporaneous leases, agreements and
7 understandings, oral or written, in connection therewith. The Lease may be changed
8 or modified only upon the written consent of the parties hereto.

9 **SECTION 36. Authority to Execute.** The persons executing this Lease on
10 behalf of the parties to this Lease hereby warrant and represent that they have the
11 authority to execute this Lease and warrant and represent that they have the authority
12 to bind the respective parties to this Lease and to the performance of its obligations
13 hereunder.

14 IN WITNESS WHEREOF, COUNTY and LESSEE have executed this
15 Lease as of the date signed by the County of Riverside.

16
17 COUNTY:
18 County of Riverside, a
19 Political subdivision of the State of
20 California

LESSEE:
AMIS Pharmacy Corporation, dba
Mecca Community Pharmacy

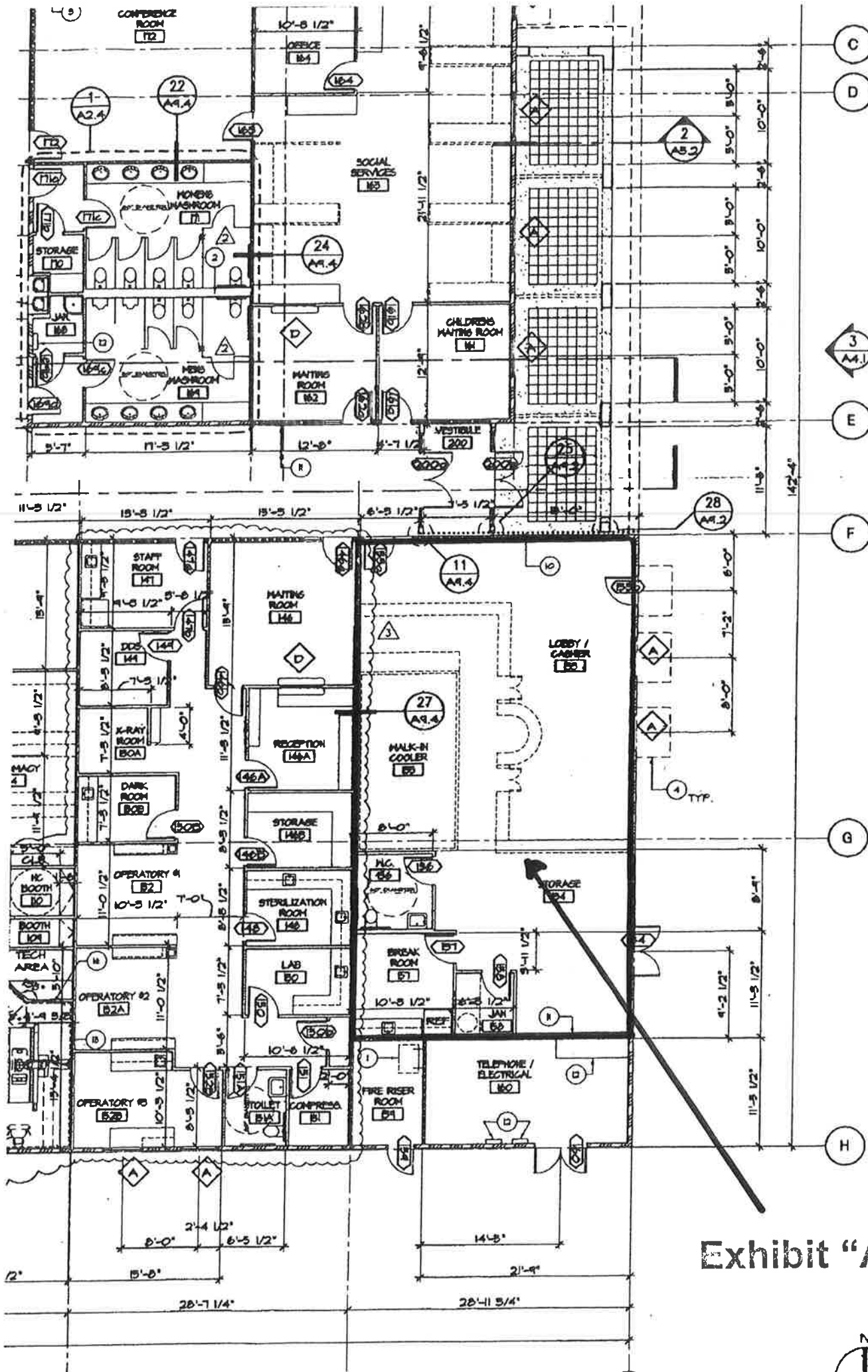
21 By: _____
22 Jeff Stone, Chairman
23 Board of Supervisors

By:  _____
Brandon Huyhn
Pharmacist

24
25 APPROVED AS TO FORM:
26 Gregory P. Priamos, County Counsel

27 By:  _____
28 Patricia Munroe
Deputy County Counsel

TK:ra/021014/ME008/16.463 S:\Real Property\TYPING\Docs-16.000 to 16.499\16.463.doc



GENERAL

1. SEE STRUCTURAL
ADDITIONAL INFOR
2. SEE MILLWORK
3. EXACT NUMBER
DETERMINED ON SH
4. THE LEAD LINING
NOT BEEN VERIFIED
PURCHASED.

LEGEND

FURNITURE
DASHED L
ONLY - SU

BUILT IN M

INDICATES
USE 1 LAY
WALL AND
SHEATHING

TYPICAL IN
2 X 4 MOO
BOTH SIDE
BATT INEL
CEILING, T

Exhibit "A"

