



## LEASE AGREEMENT BETWEEN THE CITY OF INDIAN WELLS AND THE CITY OF PALM DESERT FOR THE USE OF INDIAN WELLS FIRE STATION NO. 55

This Lease Agreement (“Lease”), effective January 18, 2024 (“Effective Date”), is between the CITY OF INDIAN WELLS, herein called “Indian Wells,” and the CITY OF PALM DESERT, herein called “Palm Desert.” the property described below upon the following terms and conditions:

1. **Description.** City of Indian Wells hereby leases to Palm Desert and Palm Desert hereby leases from City of Indian Wells, and upon all of the terms and conditions set forth in this Lease, the premises located at 44-900 El Dorado Drive in the City of Indian Wells and more commonly known as Indian Wells Fire Station No. 55 (the “Premises”). Palm Desert shall have the non-exclusive right and license to use the Premises for the use of one paramedic apparatus bay and generally share the building facilities to house Palm Desert’s two-person paramedic unit. Palm Desert understands and agrees that Indian Wells has an active Cooperative Agreement with the County of Riverside (“County”) and that said Agreement may remain in effect at the sole discretion of Indian Wells.
2. **Use.** Palm Desert’s use of the Premises shall be as a fire and paramedic facility in accordance with the terms and conditions of this Lease, but Palm Desert may use the Premises for other official government business after written approval by the Indian Wells City Manager or the City Manager’s designee. Such approval may not be unreasonably withheld. Palm Desert shall keep and maintain its use of the Premises in a clean, orderly, sanitary, and safe condition. Palm Desert’s use of the Premises shall be in accordance with reasonable rules and regulations governing use as Indian Wells may from time to time prescribe. Palm Desert may perform such operations and staffing through its contractor, the Riverside County Fire Department.
3. **Title.** Title to the Premises shall remain with Indian Wells. Palm Desert shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Palm Desert’s interest in this Lease or in the Premises. Any attempted assignment, transfer, mortgage, encumbrance, or subletting shall be void and shall constitute a breach of this Lease.
4. **Term.** The term of this Lease shall be for a period of three years commencing on **July 1, 2024, extending through June 30, 2027** (the “Term”), unless terminated earlier pursuant to the provisions of this Lease. Unless terminated earlier pursuant to the provisions of this Lease, or one of the parties gives written notice to the other at least 90 days before the end of the Term, the Term is extended automatically for an additional period of one year. The Term is extended automatically again at the end of the fourth year if neither party has given written notice to the other of its

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intent to terminate, as in the preceding sentence. No more than two extensions may occur under this Lease (for a total of five years).

5. **Consideration.** Palm Desert shall be responsible, at its sole cost and expense, for operating and staffing its two-person paramedic unit and for providing, among other things, any and all paramedic equipment, medical supplies, and vehicle costs for its medics and vehicle. Palm Desert shall be responsible for maintaining, repairing, and replacing, at its sole cost and expense, the existing exhaust drop-down Plymovent system.
6. **Costs Shared by the Parties.** Indian Wells may from time-to-time purchase equipment or supplies or expend costs to maintain the Premises for which Palm Desert will benefit from. This includes, but is not limited to, a new dining table, kitchen equipment, recliners, mattresses and bed frames, maintenance work to apparatus bay doors used by Palm Desert, and portacool devices for the apparatus bay used by Palm Desert. For any such purchase or expenditure that benefits Palm Desert, Palm Desert shall reimburse Indian Wells 30 percent of the total of any and all such costs.
7. **Utilities & Maintenance.** Indian Wells shall install and pay for all utilities, including but not limited to sewer, water, power, gas, telephone, and other utility services. Maintenance and repair of the Premises shall be the sole responsibility of Indian Wells, except for the drop-down exhaust removal Plymovent system utilized by Palm Desert's medic unit and to the extent caused by Palm Desert.
8. **Insurance.** Indian Wells and Palm Desert participate in the California Joint Powers Insurance Authority, a governmental self-insurance pool. As such, both parties acknowledge that certain exclusions for claims filed by one member agency against another may exist. Indian Wells and Palm Desert shall maintain general liability and auto liability with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Indian Wells shall maintain all risk property insurance covering the replacement cost of the building, improvements, and any personal property. Palm Desert shall maintain property insurance coverage with respect to any personal property of Palm Desert located at the premises.
9. **Indemnification/Hold Harmless.**
  - (a) To the extent permitted by law, Palm Desert assumes any and all risk of loss, damage or injury of any kind to any person or property that is in, on or about the Premises. Palm Desert's assumption of risk includes, without limitation, loss or damage caused by defects within the Premises or any fixture therein, accident, fire or other casualty on the Premises.





(b) Palm Desert shall be responsible for all damages to persons or property that occur as a result of Palm Desert's or its officials, officers, agents, employees, volunteers or servants' fault or negligence in connection with Palm Desert's use of the Premises as provided for in this Lease. Further, Palm Desert shall indemnify and hold harmless Indian Wells, its officials, officers, agents, employees, volunteers and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of Palm Desert, officials, officers, agents, employees, volunteers and/or servants in connection with of the use of the Premises and this Lease.

10. **Option to Terminate.** Indian Wells and Palm Desert shall have the right to terminate this Lease at any time and without cause by giving 60 days written notice to the other party prior to the effective date of termination. If either party materially breaches this Lease, the non-breaching party shall have the option to terminate this Lease and all rights of the other party hereunder by giving 30 days prior written notice to the breaching party; provided, however, this Lease will not terminate if the breaching party has cured the breach prior to the expiration of such 30 day period.
11. **Notices.** Any written notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below and shall be deemed delivered when deposited in the United States mail, overnight delivery service, or hand delivered:

**CITY OF INDIAN WELLS**

**Indian Wells City Manager**

44-950 El Dorado Drive  
Indian Wells, CA 92210

**CITY OF PALM DESERT**

**Palm Desert City Manager**

73-510 Fred Waring Drive  
Palm Desert, CA 92260

12. **Miscellaneous Provisions.** This Lease may not be modified or altered except in writing signed by the parties. There are no intended third-party beneficiaries of any right or obligation of the parties. This is an integrated agreement representing the entire understanding of the parties as to those matters contained herein and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the parties or their agents have participated fully in the preparation of this Lease, the language of this Lease shall be construed simply, according to its fair meaning, and not strictly for or against any party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content



or intent of this Lease. The unenforceability, invalidity or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or illegal.

(Signatures on following page)



**IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS LEASE OF THE LAST DATE SET FORTH BELOW.**

**CITY OF PALM DESERT:**

By: \_\_\_\_\_  
L. Todd Hileman, City Manager

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

**ATTEST:**

By: \_\_\_\_\_  
Anthony J. Mejia, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Isra Shah, City Attorney  
Best, Best & Krieger LLP

**CITY OF INDIAN WELLS:**

By: \_\_\_\_\_  
GREG SANDERS, MAYOR

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

**ATTEST:**

By: \_\_\_\_\_  
Angelica Avila, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Todd Leishman, for Best, Best & Krieger LLP  
City Attorney