

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 12/15/14

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

661



FROM: Economic Development Agency/Facilities Management

SUBMITTAL DATE:
 December 22, 2014

SUBJECT: Lease Agreement, Public Defender, City of Riverside, 2 Year Lease, District 1, CEQA Exempt, [\$252,826], 100% Public Defender Department Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Lease Agreement;
2. Authorize the Chairman of the Board to execute the same on behalf of the County;
3. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Section 15301, Existing Facilities; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of the project.

BACKGROUND:

Summary

(Commences on Page 2)

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Esteban Hernández 12/23/14

[Signature]

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	\$ 86,896	\$ 110,078	\$ 252,826	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Public Defender Department Budget 100%
 Budget Adjustment: No
 For Fiscal Year: 2014/15 – 16/17

C.E.O. RECOMMENDATION:

APPROVE.

BY: Rohini Dasika
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

By: Steve Harmon
 Steve Harmon
 Public Defender

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

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

Economic Development Agency/Facilities Management

FORM 11: Lease Agreement, Public Defender, City of Riverside, 2 Year Lease, District 1, CEQA Exempt, [\$252,826], 100% Public Defender Department Budget

DATE: December 22, 2014

PAGE: 2 of 3

BACKGROUND:

Summary

On September 23, 2014, the Board of Supervisors approved Agenda item 3-55 authorizing the Economic Development Agency (EDA), Real Estate Division, to locate suitable leased office space for the Public Defender in the City of Riverside within close proximity to the downtown courts. The Public Defender currently leases space at 4275 Lemon Street consisting of approximately 8,282 square feet. EDA was recently informed by the landlord that the building had been put on the market and was currently in escrow. EDA contacted the buyer "The Community Health Foundation (CHF)", and was informed that the renewal with the County was not possible since CHF intends to purchase and occupy the entire building.

Therefore, in an effort to assist the Public Defender, EDA issued Requests for Proposals for space within close proximity to the downtown courts and received proposals from area landlords. After review of the proposals, the Bar Association Building located at 4129 Main Street was selected due to its prime location, within close proximity to the Hall of Justice. The Bar Association Building will provide the necessary office suites to temporarily support the office requirements for the attorneys, paralegals, writs and appeals and investigative units, until such time that the former DA building is ready for occupancy scheduled for the end of Fiscal Year 2015.

The Landlord, at Landlord's sole cost and expense will provide the improvements consisting of new paint, carpet, VCT flooring in the break room, rekeying of existing office suites and new office suite signage. The rental rate is a full service gross rate to include all operating costs and maintenance, custodial and all utilities for standard office functions. The improvements are minimal to accommodate the Public Defender requirement to take occupancy by January 1, 2015, or soon thereafter.

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines 15301, Class 1- Existing Facilities. The proposed project, the Lease, is the letting of property.

This Lease is summarized below:

Lessor:	Riverside County Bar Association Charlene Nelson, Executive Director 4129 Main Street, Suite 100 Riverside, CA 92501	
Premises Location:	4129 Main Street, Riverside Consisting of the following suites: B2, 5, 7, B16-A, B, C, 17-A, B, C; 200C, 202, 203-205, 207-208B-211	
Size:	Current square footage: 8,282 square feet (4275 Lemon Street) New square footage: 5,437 square feet	
Rent:	Current:	New:
	\$ 1.39 per sq. ft.	\$ 1.60 per square feet
	\$ 11,516.12 per month	\$ 8,699.20 per Month
	\$138,193.44 per year	\$104,390.40 per year

(Continued)

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

Economic Development Agency/Facilities Management

FORM 11: Lease Agreement, Public Defender, City of Riverside, 2 Year Lease, District 1, CEQA Exempt, [\$252,826], 100% Public Defender Department Budget

DATE: December 22, 2014

PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

Term: New 2 Year Lease. January 1, 2015 thru December 31, 2016

Early Termination: County has an option to terminate after year 1, County shall provide 90 day written notice to Landlord

Custodial: Landlord shall provide

Maintenance: Landlord shall provide

Utilities: Landlord shall provide, electric, gas, water and trash. County shall pay for telephone service

RCIT: \$32,670.00

Improvements: At Landlords sole cost and expense

The attached Lease has been reviewed and approved by County Counsel as to legal form.

Impact on Citizens and Businesses

The Public Defender will take occupancy of the building suites which have been vacant since the beginning of 2014 and that will provide a positive overall economic impact for the area around the Bar Association Building. The Public Defender provides valuable resources to the local residents requiring legal assistance.

SUPPLEMENTAL:

Additional Fiscal Information

See attached Exhibit A, B, & C. The Public Defender has budgeted these costs in FY2014/15 and will reimburse EDA for all lease costs on a monthly basis.

Contract History and Price Reasonableness

This is a new two year Lease therefore there is no prior contract history. The Lease rate is a highly competitive rate with negotiated improvements and operating expenses paid by the landlord.

Attachments:

Exhibits A, B & C

Lease

Notice of Exemption

Exhibit A

FY 2014/15

Public Defender Lease Cost Analysis

4129 Main Street, Suites B2,5,7,B16-ABC, 17-ABC, 200C,202-205, 207-208B - 211

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office: 8,282
New Office: 5,437 SQFT

Approximate Cost per SQFT (July - Dec) Previous Lease \$ 1.39
Approximate Cost per SQFT (Jan - June) \$ 1.60

Lease Cost per Month (July - Dec) Previous Lease \$ 11,516.12
Lease Cost per Month (Jan - June) \$ 8,699.20

Total Lease Cost (July - Dec) Previous Lease \$ 69,096.72
Total Lease Cost (Jan - June) \$ 52,195.20
Total Estimated Lease Cost for FY 2014/15 \$ 121,291.92

Estimated Additional Costs:

Utility Cost per Square Foot \$ 0.12
Estimated Utility Costs per Month (July - Dec) Previous \$ 5,963.04
Estimated Utility Costs per Month (Jan - June) (Provided by Lessor) \$ -

Total Estimated Utility Cost \$ 5,963.04

RCIT \$ 32,670.00

Tenant Improvement \$ -

EDA Lease Management Fee - 3.89% \$ 4,718.26

TOTAL ESTIMATED COST FOR FY 2014/15 \$ 164,643.22

Amount Previously approved in previous lease \$ 77,747.62

Amount of FY14/15 for New Lease \$ 86,895.59

Exhibit B

FY 2015/16

Public Defender Lease Cost Analysis

4129 Main Street, Suites B2,5,7,B16-ABC, 17-ABC, 200C,202-205, 207-208B - 211

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office Space:	5,437	SQFT	
Approximate Cost per SQFT (July - Dec)	\$	1.60	
Approximate Cost per SQFT (Jan - June)	\$	1.65	
Lease Cost per Month (July - Dec)		\$	8,699.20
Lease Cost per Month (Jan - June)		\$	8,960.18
Total Lease Cost (July - Dec)		\$	52,195.20
Total Lease Cost (Jan - June)		\$	53,761.06
Total Estimated Lease Cost for FY 2015/16		\$	105,956.26

Estimated Additional Costs:

Utility Cost per Square Foot (Provided by Lessor)	\$	0.12	
Estimated Utility Costs per Month (July - June)		\$	-
Total Estimated Utility Cost		\$	-
RCIT		\$	-
Tenant Improvement		\$	-
EDA Lease Management Fee - 3.89%		\$	4,121.70
TOTAL ESTIMATED COST FOR FY 2015/16		\$	110,077.95

Exhibit C

FY 2016/17

Public Defender Lease Cost Analysis

4129 Main Street, Suites B2,5,7,B16-ABC, 17-ABC, 200C,202-205, 207-208B - 211

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	SQFT	5,437
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FY 2016/17

Approximate Cost per SQFT (July - Dec)	\$	1.65
Approximate Cost per SQFT (Jan - June)	\$	-
Lease Cost per Month (July - Dec)	\$	8,960.18
Lease Cost per Month (Jan - June)	\$	-
Total Lease Cost (July - Dec)	\$	53,761.06
Total Lease Cost (Jan - June)	\$	-
Total Estimated Lease Cost for FY 2016/17	\$	53,761.06

Estimated Additional Costs:

Utility Cost per Square Foot (Provided by Lessor)	\$	0.12
Estimated Utility Costs per Month (July - June)	\$	-
Total Estimated Utility Cost	\$	-
RCIT	\$	-
Tenant Improvement	\$	-
EDA Lease Management Fee - 3.89%	\$	2,091.31
TOTAL ESTIMATED COST FOR FY 2016/17	\$	55,852.36

F11: Cost - Total Cost	\$	252,825.91
F11: Net County Cost - Total Cost	\$	-

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**LEASE
Public Defender
4129 Main Street
Riverside, California**

This Lease ("Lease") is entered as of the ____ day _____, 2015 by and between **RIVERSIDE COUNTY BAR ASSOCIATION**, a California corporation ("Lessor") and the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") for the purpose of the leasing the property described below under the following terms and conditions:

1. **Description.** The premises leased hereby consist of approximately 5,437 square feet located within that certain building located at 4129 Main Street, Riverside, California, also identified as Assessor Parcel Number 215-252-017, as more particularly shown on Exhibit "A," attached hereto, and by this reference made a part of this Lease.

2. **Use.**

(a) The premises are leased to County primarily for the purpose of providing office space, for use by its Public Defender, but may be used for any official business of County government.

(b) County shall have the exclusive possession of the leased premises and common usage of the walkways, rest rooms, driveways, vehicular parking spaces, and other similar facilities maintained by Lessor for other tenants and the public.

3. **Term.**

(a) The Term of this Lease shall be for a period of twenty four (24) months commencing upon County's approval of this Lease or the date thereafter upon which County takes useful occupancy. County reserves the right to determine if the leased premises are prepared for useful occupancy.

1 (b) The first months' rent shall be prorated if tenancy does not begin
2 on the first day of the month. The twenty four (24) month term shall be considered to
3 begin on the 1st day of the first full month of occupancy.

4 (c) Any holding over by County after the expiration of said term shall
5 be deemed a month-to-month tenancy upon the same terms and conditions of this
6 Lease.

7 **4. Rent.**

8 (a) County shall pay the sum of \$8,699.20 per month to Lessor as rent
9 for the leased premises, payable, in advance, on the first day of the month or as soon
10 thereafter as a warrant can be issued in the normal course of County's business;
11 provided, however, in the event County cannot take useful occupancy of the leased
12 premises until after the first day of the month, the rentals for the first and last months
13 shall be pro-rated on a thirty (30) day calendar basis, payable on the date of
14 occupancy for the first month and on the first day of the last month, or as soon
15 thereafter as a warrant can be issued in the normal course of County's business.

16 (b) Notwithstanding the provisions of Paragraph 4(a) herein, the
17 monthly rent shall be increased annually on each anniversary of this Lease by an
18 amount equal to three (3%) percent of such monthly rental.

19 **5. Custodial.**

20 (a) **Custodial Services.** Lessor shall provide, or cause to be
21 provided, and pay for all custodial services in connection with the leased premises and
22 such services shall be provided as set forth in the attached Exhibit "B." The provider of
23 such custodial services will perform background checks through LiveScan or in the
24 manner specified by County, of qualified permanent and temporary employees to
25 determine their suitability for employment. The provider will be bonded in the sum of
26 \$10,000.00, and proof of such insurance, as supplied by the Lessor, shall be furnished
27 prior to occupancy of premises by County. In addition to bonding as required herein,
28 Lessor shall also receive proof of statutory workers' compensation insurance,

1 commercial general liability and vehicle liability insurance from the provider of any
2 custodial functions performed at the premises location.

3 (b) **County's Right to Provide Custodial Service and Deduct**
4 **Cost.** If County provides written notice to Lessor of an event or circumstance that
5 requires the action of Lessor with respect to the custodial services as set forth in
6 Paragraph 6 and Exhibit "B," and Lessor fails to provide such action as required by the
7 terms of this Lease within three (3) days of County's notice, County may take the
8 required action to provide custodial services by its staff or those of a custodial
9 contractor if: (1) County delivers to Lessor an additional written notice advising Lessor
10 that County intends to take the required action if Lessor does not begin the required
11 action within forty-eight (48) hours after the written notice; and (2) Lessor fails to begin
12 the required work within this forty-eight (48) hour period. Upon demand by County,
13 Lessor shall promptly reimburse County the actual cost and expenses thereof,
14 provided said costs and expenses are reasonable. Should Lessor fail to promptly pay
15 the cost and expenses, County may deduct and offset that amount from Rent payable
16 under this Lease. For purposes of this Section, notice given by fax or e-mail shall be
17 deemed sufficient.

18 **6. Utilities.** County shall pay for all telephone services used in connection
19 with the leased premises. Lessor shall provide, or cause to be provided, and pay for all
20 other utility services, including, but not limited to, electricity, water, gas, refuse
21 collection and sewer services, as may be required in the maintenance, operation and
22 use of the leased premises.

23 **7. Maintenance.**

24 (a) Lessor warrants that the leased premises shall be in good and
25 suitable condition for the uses contemplated herein at such time as County can take
26 useful occupancy. Lessor shall keep the leased premises in such good condition, and
27 in compliance with all federal, state and local laws, ordinances, rules, codes and
28 regulations including but not limited to fire, health and safety. Additionally, Lessor shall

1 maintain the exterior and interior of the leased premises, including, but not limited to,
2 insect/pest control services, air conditioning equipment, heating equipment, plumbing,
3 electrical wiring and fixtures, windows and structural parts, in good working condition
4 and repair and in compliance with all laws, ordinances, rules and regulations, including,
5 but not limited to, the Americans with Disabilities Act.

6 (b) In the event Lessor fails, or refuses, to make any repairs to the
7 leased premises as may be required or necessitated, County reserves the right to
8 undertake such repairs, subject to two (2) weeks' notice to Lessor in writing. The costs
9 and expenses of such repairs shall be deducted from any rents due hereunder.

10 (c) Notwithstanding the provisions contained in Paragraph 7(a) above,
11 in the event an emergency arises which requires or necessitates repairs to the leased
12 premises in order to insure the health and safety of persons or property or both, and
13 Lessor fails, or refuses, to make such repairs in an expeditious manner, County may
14 undertake such repairs and notify Lessor thereof in writing promptly thereafter. The
15 costs and expenses of such repairs shall be deducted from any rents due hereunder.

16 **8. Improvements by Lessor.**

17 (a) Lessor, at its expense, shall prepare the leased premises for
18 useful occupancy as shown on Exhibit "C," attached hereto and by this reference made
19 a part of this Lease.

20 **9. Improvements by County.**

21 (a) Any alterations, improvements or installation of fixtures to be
22 undertaken by County shall have the prior written consent of Lessor after County has
23 submitted plans for any such proposed alterations, improvements or fixtures to Lessor
24 in writing. Such consent shall not be unreasonably withheld by Lessor.

25 (b) All alterations and improvements made, and fixtures installed, by
26 County shall remain County property and may be removed by County at or prior to the
27 expiration of this Lease; provided, however, that such removal does not cause injury or
28 damage to the leased premises, or in the event it does, the premises shall be restored.

1 **10. Indemnification and Hold Harmless.**

2 (a) Lessor shall indemnify and hold harmless the County from any
3 liability, including, but not limited to, property damage, bodily damage, bodily injury, or
4 death, or from any services provided by Lessor or any act, error, omission, of Lessor or
5 of any invitee, guest, or licensee of Lessor in, on, or about the Project arising out of,
6 from or in any way relating to this Lease. When indemnifying County, Lessor shall
7 defend at its sole cost and expense, including but not limited to, attorney fees, cost of
8 investigation, defense and settlements or awards, on behalf of the County parties in
9 any claim or action based upon such liability.

10 (b) County shall indemnify and hold harmless the Lessor from any
11 liability, including, but not limited to, property damage, bodily injury, or death, based or
12 asserted on events which may occur within the County leased premises and is under
13 the control of the County arising out of or from its use and occupancy relating to this
14 Lease. County shall not indemnify Lessor for liability arising within the County leased
15 premises when such liability arose out of or from Lessor's responsibilities under the
16 terms of this Lease. County shall defend at its sole cost and expense, including, but
17 not limited to, attorney fees, cost of investigation, defense and settlements or awards,
18 on behalf of the Lessor in any claim or action based upon such liability.

19 (c) With respect to any action or claim subject to indemnification
20 herein, the indemnifying party shall, at their sole cost, have the right to use counsel of
21 their choice and shall have the right to adjust, settle, or compromise any such action or
22 claim without the prior consent of the indemnified party; provided, however, that any
23 such adjustment, settlement or compromise in no manner whatsoever limits or
24 circumscribes the indemnifying party's obligation to indemnify as set forth herein.

25 (d) The indemnifying party's obligation hereunder shall be satisfied
26 when they have provided the indemnified party the appropriate form of dismissal
27 relieving the indemnified party from any liability for the action or claim involved.
28

1 (e) The specified insurance limits required in this Lease shall in no
2 way limit or circumscribe the indemnifying party's obligation to indemnify as set forth
3 herein.

4 (f) In the event there is conflict between this clause and California
5 Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code
6 2782. Such interpretation shall not relieve the indemnifying party's obligation to
7 provide indemnification to the fullest extent allowed by law.

8 (g) **Survival of Indemnification.** The paragraphs of this Paragraph
9 10 shall survive the expiration or earlier termination of this Lease until all claims against
10 County involving any of the indemnified matters are fully, finally, and absolutely barred
11 by the applicable statutes of limitations.

12 **11. Insurance.**

13 (a) **Lessor's Insurance.** Without limiting or diminishing any
14 indemnification contained within this Lease, Lessor and/or their authorized
15 representatives, including, if any, a property management company, shall procure and
16 maintain or cause to be maintained, at its sole cost and expense, the following
17 insurance coverage during the term of this Lease.

18 (b) **Workers' Compensation.** Workers' Compensation Insurance
19 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
20 Employers' Liability (Coverage B) including Occupational Disease with limits not less
21 than \$1,000,000 per person per accident. The policy shall be endorsed to waive
22 subrogation in favor of The County of Riverside.

23 (c) **Commercial General Liability.** Commercial General Liability
24 Insurance coverage, including but not limited to, premises liability, contractual liability,
25 products/completed operations, personal and advertising injury, cross liability coverage
26 and employment practices liability covering bodily injury, property damage, and
27 personal injury arising out of or relating, directly or indirectly, to the design,
28 construction, maintenance, repair, alteration and ownership of the premises and all

1 areas appurtenant thereto including claims which may arise from or out of Lessor's
2 operations, use, and management of the premises, or the performance of its
3 obligations hereunder. Policy shall name the County of Riverside as an Additional
4 Insured. Policy limits shall not be less than \$1,000,000 per occurrence. If such
5 insurance contains a general aggregate limit, it shall apply separately to this Lease or
6 be no less than two (2) times the occurrence limit.

7
8 (d) **Property** (Physical Damage).

9 (1) All-Risk real property insurance coverage, including
10 earthquake and flood, if applicable, for the full replacement cost value of buildings,
11 structures, fixtures, all improvements therein, and building systems on the Project as
12 the same exists at each early anniversary of the term. Policy shall include Business
13 Interruption, Extra Expense, and Expediting Expense coverage as well as coverage for
14 off-premises power failure.

15 (2) Boiler and Machinery insurance providing coverage for at
16 least but not limited to, all high voltage electrical and rotating mechanical equipment on
17 a full replacement cost value basis. Policy shall provide Business Interruption, Extra
18 Expense, and Expediting Expense coverage as well as coverage for off-premises
19 power failure.

20 (3) During such time, prior to the commencement of this Lease
21 while Lessor is preparing the premises in accordance with Exhibit "C," Lessor shall
22 keep or require its Contractor to keep in full force and effect, a policy of Course of
23 Construction Insurance covering loss or damage to the premises for the full
24 replacement value of such work. Lessor or their Contractor shall be responsible for
25 any deductible payments that result from a loss at the premises under this coverage.
26 If, at the time of any loss to the property described on Exhibit "C," it is determined that

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1 the insurance has not been carried or the insurance does not cover the loss of property
2 being installed, the Lessor shall be responsible to pay the loss without contribution
3 from the County.

4 (f) **General Insurance Provisions – All Lines.**

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

11 (2) The Lessor or Lessor's insurance carrier(s) must declare its
12 insurance deductibles or self-insured retentions. If such deductibles or self-insured
13 retentions exceed \$500,000.00 per occurrence such deductibles and/or retentions shall
14 have the prior written consent of the County Risk Manager before the commencement
15 of the Lease term. Upon notification of deductibles or self-insured retentions which are
16 deemed unacceptable to the County, at the election of the County's Risk Manager,
17 Lessor's carriers shall either: 1) reduce or eliminate such deductibles or self-insured
18 retentions as respects this Agreement with the County, or 2) procure a bond which
19 guarantees payment of losses and related investigations, claims administration,
20 defense costs and expenses.

21 (3) At the inception of this Lease and annually at the Lessor's
22 insurance policy renewal date(s), the Lessor shall cause their insurance carrier(s) to
23 furnish the County of Riverside with 1) a properly executed original Certificate(s) of
24 Insurance and certified original copies of Endorsements effecting coverage as required
25 herein; or, 2) if requested to do so orally or in writing by the County Risk Manager,
26 provide original Certified copies of policies including all Endorsements and all
27 attachments thereto, showing such insurance is in full force and effect. Further, said
28 Certificate(s) and policies of insurance shall contain the covenant of the insurance

1 carrier(s) shall provide no less than thirty (30) days written notice be given to the
2 County of Riverside prior to any material modification or cancellation of such insurance.
3 In the event of a material modification or cancellation of coverage, this Lease shall
4 terminate forthwith, unless the County of Riverside receives, prior to such effective
5 date, another properly executed original Certificate of Insurance and original copies of
6 endorsements or certified original policies, including all endorsements and attachments
7 thereto evidencing coverage and the insurance required herein is in full force and
8 effect. Individual(s) authorized by the insurance carrier to do so on its behalf shall sign
9 the original endorsements for each policy and the Certificate of Insurance. The Lease
10 term shall not commence until the County of Riverside has been furnished original
11 Certificates of Insurance and certified original copies of endorsements or policies of
12 insurance including all endorsements and any and all other attachments as required in
13 this Section.

14 (4) It is understood and agreed by the parties hereto and the
15 Lessor's insurance company(s) that the Certificate(s) of Insurance and policies shall so
16 covenant and shall be construed as primary insurance, and the County's insurance
17 and/or deductibles and/or self-insured retentions or self-insured programs shall not be
18 construed as contributory.

19 **12. Options to Terminate.**

20 (a) County has a right to terminate this Lease after year one (1), by
21 giving Lessor ninety (90) days' written notice.

22 (b) County shall have the option to terminate this Lease if the leased
23 premises are destroyed or damaged to the extent that they cannot be repaired within
24 sixty (60) days. If the damage can be repaired within sixty (60) days, it shall be the
25 duty of the Lessor to make such repairs promptly, and during said period, the rent shall
26 abate pro rata as to any portion of the leased premises not usable by the County.
27 County reserves the right to determine what, if any portions of the leased premises are
28 usable.

1 (c) The parties hereto recognize and understand that the rental
2 consideration hereunder originates from county, state and/or federal sources and
3 therefore, if such funding is reduced or otherwise becomes unavailable, based on the
4 County's annual fiscal budget, County shall have the right to terminate this Lease by
5 giving Lessor ninety (90) days written notice.

6
7 **13. Notices.** Any notices required or desired to be served by either party
8 upon the other shall be addressed to the respective parties as set forth below:

9 County:	Lessor:
10 County of Riverside	Riverside County Bar Association
11 Economic Development Agency	Ms. Charlene Nelson, Executive Director
12 Real Estate, Deputy Director	4129 Main Street, Suite 100
13 3403 Tenth Street, Suite 400	Riverside, California 92501
14 Riverside, California 92501	

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

17
18 **14. Quiet Enjoyment.** Lessor covenants that County shall at all times during
19 the term of this Lease peaceable and quietly have, hold and enjoy the use of the
20 leased premises.

21 **15. Binding on Successors.** The terms and conditions herein contained
22 shall apply to and bind the heirs, successors in interest, executors, administrators,
23 representatives and assigns of all the parties hereto.

24 **16. Severability.** The invalidity of any provision in the Lease as determined
25 by court of competent jurisdiction shall in no way affect the validity of any other
26 provision hereof.

27 **17. Governing Law.** This Lease shall be governed by and construed in
28 accordance with the laws of the State of California.

1 **18. Venue.** Any action at law or in equity brought by either of the parties
2 hereto for the purpose of enforcing a right or rights provided for by this Lease shall be
3 tried in a court of competent jurisdiction in the County of Riverside, State of California,
4 and the parties hereto waive all provisions of law providing for a change of venue in
5 such proceedings to any other county.

6 **19. County's Representative.** County hereby appoints County's Assistant
7 County Executive Officer/EDA, as its authorized representative to administer this
8 Lease.

9 **20. Entire Lease.** This Lease is intended by the parties hereto as a final
10 expression of their understanding with respect to the subject matter hereof and as a
11 complete and exclusive statement of the terms and conditions thereof and supersedes
12 any and all prior and contemporaneous leases, agreements and understandings, oral
13 or written, in connection therewith. This Lease may be changed or modified only upon
14 the written consent of the parties hereto.

15 (Remainder of Page Intentionally Left Blank)

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1 **21. Interpretation.** The parties have negotiated this Lease at arm's length
2 with advice of their respective attorneys, and no provision contained herein shall be
3 construed against County solely because it prepared this Lease.

4 **22. Approval of Supervisors.** Anything to the contrary notwithstanding, this
5 Lease shall not be binding or effective until its approval by the Riverside County Board
6 of Supervisors and subsequent execution.

7 **23. Exhibits.** Any exhibits shall constitute a part of this Lease and are
8 incorporated by this reference.

9
10 LESSEE:
11 COUNTY OF RIVERSIDE

12 By: _____
13 Marion Ashley, Chairman
14 Board of Supervisors

15 Attest:
16 Kecia Harper-Ihem
17 Clerk of the Board

18 By: _____
19 Deputy

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

22 BY:  _____
23 Patricia Munroe
24 Deputy County Counsel

LESSOR:
RIVERSIDE COUNTY BAR
ASSOCIATION


By:  _____
Charlene Nelson,
Executive Director

EXHIBIT A



EXHIBIT "B"

**COUNTY OF RIVERSIDE
Economic Development Agency
Real Estate Division**

**CUSTODIAL SERVICES REQUIREMENTS
FOR LEASED FACILITIES**

1. Background checks shall be performed, in a manner specified by County, of all qualified permanent and temporary employees.
2. Provide all required services and supplies.
3. Perform services five days a week during the hours of 5:00 pm to 1:00 am only.
4. Provide and replace all fluorescent light tubes and incandescent light bulbs using only those types of tubes and bulbs that are energy efficient as indicated by manufacturer. Fixture reflectors shall be wiped clean with each relamping.
5. Lessor and custodial staff shall be responsible for key control. Issuing keys to workers, collecting said keys at shift end and retrieving keys at the end of custodian's employment. If keys are lost, stolen or misplaced, rekeying costs are landlord's responsibility.
6. **SPECIFIC SERVICES – Frequency and coverage:**

A. Daily:

1. Rest Rooms:

Empty all trash containers, refill dispensers, damp mop floors, clean, sanitize and polish all plumbing fixtures, chrome fittings, flush rings, drain and overflow outlets, clean and polish mirrors, clean wall adjacent to hand basins/urinals, dust metal partitions, remove finger prints from walls, switches, etc.

2. Lobby Area – Main Corridors – Stairways:

Remove trash, vacuum, vacuum/damp mop tile, clean lobby and entrance doors, clean and sanitize drinking fountains.

3. Employee Break Rooms/Kitchen:

Remove trash from building and deposit in dumpster, vacuum rugs and carpet, wipe spills, mop tile floor, remove fingerprints from doors, light switches, etc., and refill dispensers.

4. General and Private Areas:

Remove trash, vacuum carpets, mop tile floors, spot clean interior partition glass, clean counter tops and blackboards, dust desks,

conference tables, credenza/file cabinets and bookcases.

5. Building Security:

- a. Turn off all lights (except security and night lights).
- b. Close windows.
- c. Reset alarms and lock all doors.

B. Weekly – All Areas:

Polish buff hard resilient floors in traffic areas, spot clean carpeted areas.

Dust all high and low horizontal surfaces, including sills, ledges, moldings, shelves, locker tops, frames and file cabinets, damp wipe plastic and leather furniture.

Remove fingerprints from doors, elevator walls and controls, frames and light switches in office areas, clean and polish bright metal to 70" height, clean and sanitize waste containers in rest rooms and break rooms.

C. Monthly – All Areas:

Clean interior glass partitions/doors, dry dust wood paneling, remove dust/cobwebs from ceiling areas.

Spray buff resilient/hard floor areas, detail vacuum carpet edges, under desk/office furniture.

D. Quarterly – All Areas:

Spray buff resilient and hard surface floors and apply floor finish.

Clean interior/exterior windows, clean/polish office furniture, damp clean diffuser outlets in ceiling/wall, wash waste containers, clean/dust blinds, wash sanitize.

E. Semi-Annually – All Areas:

1. All Areas:
 - a. Clean and polish all baseboards.
 - b. Damp clean lobby and reception chairs.
 - c. Clean carpeted surfaces-use a water extraction method.

F. Annually – All Areas:

1. All resilient and hard surface floors:
 - a. Move furniture, strip, seal and apply floor finish to all resilient and hard surface floors.

EXHIBIT C TENANT IMPROVEMENTS

Tenant Improvements shall consist of removal of existing office furnishings in suites to be occupied by Public Defender including the following improvements:

- New paint, carpet and ceiling tiles and door signage in the following suites: B2, B5, B7, B16-A/B/C, B17 A/B/C; 200C, 202, 203, 204, 205, 207, 208B, 209, 2010/211; 304
- Install one (1) new door in suite 202 (office closest to elevator to provide 2 connected offices).
- Remove wall between suites 204 and 205 to provide 1 large contiguous office suite.
- Install door in Break Room to separate kitchen area, remove all kitchen appliances, Public Defender to provide their own appliances, remove carpet from kitchen and install VCT flooring; apply new paint in break room area and kitchen.
- Rekey all Public Defender office suites with new keys. New keys shall be keyed alike with the exception of keys for suites 203 and B17A (1st small office). Provide two (2) master keys to open all Public Defender suites including the Supervisors offices.



NOTICE OF EXEMPTION

November 20, 2014

Project Name: County of Riverside, Public Defender New Lease

Project Number: FM942611057000

Project Location: 4129 Main Street, Riverside, CA 92501; Assessor Parcel Number: 215-252-017
(see attached exhibit)

Description of Project: On September 23, 2014, the Board of Supervisors approved Agenda item 3-55 authorizing the Economic Development Agency (EDA), Real Estate Division, to locate suitable leased office space for Public Defender in the City of Riverside within close proximity to the court system. Public Defender currently leases space at 4275 Lemon Street consisting of approximately 8,282 square feet. When EDA reached out to the owners to renew the lease, EDA was informed that the building had been put on the market and was currently in escrow. EDA reached out to the new ownership to renew the existing lease and the new ownership "The Community Health Foundation" (CHF) informed EDA that CHF would be the primary occupant.

Therefore, in an effort to assist Public Defender, EDA issued Requests for Proposals for space within close proximity to the Court system. EDA received proposals from area landlords. After review of the proposals, the Bar Building located at 4129 Main Street was selected due to its prime location; within close proximity to the Court House. The Bar Building will provide the necessary office suites to temporarily support the office requirements for the attorneys, paralegals, writs and appeals, and investigative units, until such time the old DA building is ready for occupancy, slated for end of Fiscal Year 2015.

The Landlord, at Landlord's sole cost and expense will provide the improvements consisting of new paint, carpet, vinyl composition tile flooring in the break room, rekeying of existing office suites and new office suite signage. The rental rate is a full service gross rate to include all operating costs such as maintenance, custodial and all utilities for standard office functions. The improvements are minimal to accommodate Public Defender requirement to take occupancy by January 1, 2015, or soon thereafter. The project does not involve any changes to land use, the existing building, or environment, and the tenant improvements are limited to the interior of the structure. The proposed project is the letting of property involving existing facilities with minor tenant improvement alterations and no expansion of an existing use will occur.

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

Exempt Status: California Environmental Quality Act (CEQA) Guidelines, Section 15301, Existing Facilities, Class 1 and General Rule Exemption Section 15061

Reasons Why Project is Exempt: The project is 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 any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The new lease for an existing office space and minor interior tenant improvements is not anticipated to result in any significant physical environmental impacts.

- Section 15301 – Class 1 Existing Facilities Exemption. This 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 the lease and minor physical improvement of an existing office space. No substantial construction impacts would occur and once the improvements are complete, the facility will continue to operate in a similar use, capacity, and intensity. The tenant improvements will not increase or expand the use of the site and the improvements themselves are only minor in scale and intensity. Therefore, the project meets the scope and intent of the Class 1 Exemption.
- Section 15061 – General Rule or “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The lease and minor improvements to an already existing office space will not have an effect on the environment. The use and operation of the facility will be substantially similar to the existing uses and will not create any new environmental impacts to the surrounding area. Construction activities will be limited and once operational, no additional impacts beyond the ongoing use of the site are anticipated. 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: _____

11-20-14

John Alfred, Acting Senior Environmental Planner
County of Riverside, Economic Development Agency

215-252-017



Selected parcel(s):
215-252-017

IMPORTANT

Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

REPORT PRINTED ON...Thu Nov 20 13:35:18 2014
Version 131127

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Public Defender New Lease

Accounting String: 524830-47220-7200400000- FM942611057000

DATE: November 20, 2014

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: John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature: _____



PRESENTED BY: Cindy Campos, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



Date: November 20, 2014

To: Mary Ann Meyer, Office of the County Clerk

From: John Alfred, Acting Senior Environmental Planner, Project Management Office

Subject: County of Riverside Economic Development Agency Project # FM942611057000
Public Defender New Lease - 4129 Main Street, Riverside, CA 92501
Assessor Parcel Number: 215-252-017

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: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10th Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.

Attachment

cc: file