

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

401



SUBMITTAL DATE:
January 27, 2011

FROM: Economic Development Agency

SUBJECT: Lease Agreement – Department of Mental Health, San Jacinto

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached Lease Agreement;
2. Authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Approve and direct the Auditor-Controller to make the budget adjustment as shown in Schedule A, attached.

BACKGROUND: The Department of Mental Health (DOMH) has been a tenant at 1370 South State Street, Suite B, San Jacinto, since July 1, 2009, through a Memorandum of Understanding (MOU) with the Department of Child Support Services (DCSS). The DCSS lease expired September 30, 2010, and it is their desire to vacate and relinquish 7,313 square feet. The 7,313 square feet that DOMH currently occupies continues to meet the needs of the department.

(Continued)

Lisa Brandl for
Robert Field
Assistant County Executive Officer/EDA
By Lisa Brandl, Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 5,054	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: 31.80% Federal, 67.75% State, 0.45% 3rd Party

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Jennifer Sargent*
Jennifer Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 8, 2011
xc: EDA, Auditor, EO, Mental Health

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

3.43

Prev. Agn. Ref.: N/A

District: 3

Agenda Number:

By: *Jerry Wengert*
Jerry Wengert, Director
Riverside County Department of Mental Health

By: *Samuel Wong*
SAMUEL WONG FORM APPROVED COUNTY COUNSEL
DATE: 1-25-11

By: *Sybil M. Gunzel*
SYBIL M. GUNZEL
DATE: 1-13-11

Dep't Recomm.: Consent

Per Exec. Ofc.: Consent

Policy:

BACKGROUND: (Continued)

The Economic Development Agency (EDA), Real Estate Division, has negotiated a new five year lease with a 2% annual increases.

Lessor: Brotherton Family Trust dba
San Jacinto Business Park
1057 Ridge Heights Drive
Fallbrook, California 92028

Premises Location: 1370 S. State Street, Suite B, San Jacinto, California

Size: 7,313 sq. ft.

Term: October 1, 2010 through September 30, 2015

Rent:	Current	New
	\$ 1.22	\$ 1.29 per sq. ft.
	\$ 8,892.68	\$ 9,433.77 per month
	\$106,712.16	\$113,205.24 per year

Rental Adjustments: Two (2%) Annual Increase

Utilities services: County pays for electric and phone, Landlord pays for all others

Custodial Services: Landlord

Maintenance: Landlord

Option to Terminate: Termination for any reason after one year with sixty days notice

Improvements: Lessor, at its expense, shall replace the existing carpet with carpet tiles. Mental Health to pay for the lifting of the furniture.

Parking: Sufficient to meet County needs

RCIT Costs: None

Market Data:	1497 S. San Jacinto Avenue, San Jacinto	\$2.00
	1493 S. San Jacinto Avenue, San Jacinto	\$1.50

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

FINANCIAL DATA: All associated costs for this lease agreement will be fully funded through the DOMH budget. The DOMH has budgeted these costs in FY 2010/11. While EDA will front the costs for the lease agreement with the property owners, the DOMH will reimburse EDA for all association lease costs.

- Attachments:
- Schedule A
 - Exhibit A

Schedule A

Increase Appropriations:

47220-7200400000-526700 – Rent/Lease Buildings	\$4,870
--	---------

Increase Estimated Revenue:

47220-7200400000-777330 – Leasing Services	\$4,870
--	---------

Exhibit A

Department of Mental Health Lease Cost Analysis FY 2010/11 1370 S. State Street, Suite B, San Jacinto

Total Square Footage to be Leased:

BUDGETED AMOUNTS

Current office:		7,313	SQFT
Cost Per Sq. Ft:	\$		1.22
Lease Cost per Month	\$	8,892.68	
Total Lease Cost included in Budget for FY 2010/11			\$ 106,712.16

ACTUAL AMOUNTS

Current office:		7,313	SQFT
Approximate Cost per SQFT (July - Sept)	\$		1.22
Approximate Cost per SQFT (Oct - June)	\$		1.29
Lease Cost per Month (July -Sept)	\$	8,892.68	
Lease Cost per Month (Oct- June)	\$	9,433.77	
Total Lease Cost (July -Sept)	\$	26,678.04	
Total Lease Cost (Oct - June)	\$	84,903.93	
Total Lease Cost for FY 2010/11			\$ 111,581.97
TOTAL LEASE COSTS FOR FY 2010/11			\$ 4,869.81

Estimated Additional Costs:

BUDGETED AMOUNTS

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month	\$	877.56	
Total Estimated Utility Cost for FY 2010/11			\$ 10,530.72
EDA Lease Management Fee (Based @ 3.79%)			\$ 4,044.39
Total Estimated Additional Costs included in Budget for FY 2010/11			\$ 14,575.11

ACTUAL AMOUNTS

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month	\$	877.56	
Total Additional Estimated Utility Cost for FY 2010/11			\$ 10,530.72
EDA Lease Management Fee (Based @ 3.79%)			\$ 4,228.96
Total Estimated Additional Costs for FY 2010/11			\$ 14,759.68
TOTAL ESTIMATED ADDITIONAL COSTS FOR FY 2010/11			\$ 184.57
TOTAL LEASE COST FY 2010/11			\$ 5,054.38

LEASE
(County of Riverside and
Brotherton Family Trust, dba San Jacinto Business Park
1370 South State Street, Suite B, San Jacinto, California)

Brotherton Family Trust, dba San Jacinto Business Park, (Sucessor in Interest to Ranel Development Company, a California general partnership), ("Lessor"), leases to the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, ("County"), the property described below under the following terms and conditions:

1. Description. The premises leased hereby consist of approximately 7,313 square feet located within that certain building located at 1370 South State Street, Suite B, San Jacinto, California, ("Leased Premises"), also identified as Assessor Parcel Number 435-190-045, as more particularly shown on Exhibit "A", attached hereto and by this reference made a part of this Lease.

2. Use.

(a) The Leased Premises are leased to County primarily for the purpose of providing office space, for use by its Department of Mental Health, 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 sixty (60) months commencing October 1, 2010 and terminating September 30, 2015.

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

(c) County shall have the right of first refusal as to the renewal of this Lease at the expiration of said term on whatever terms and conditions Lessor may then offer.

4. Options to Extend. County shall have options to extend the term of this Lease for two (2) separate and consecutive one (1) year periods, which options shall be exercised in the following manner:

1 (a) The first option shall be exercised by County giving Lessor notice
2 of its election thereof, in writing, no later than sixty (60) days prior to the expiration of
the initial term of this Lease.

3 (b) The second option shall be exercised by County giving Lessor
4 notice of its election thereof, in writing, not later than sixty (60) days prior to the
expiration of the first extended term of this Lease.

5 **5. Rent.**

6 (a) County shall pay the sum of \$9,433.77 per month to Lessor as
7 rent for the Leased Premises, payable, in advance, on the first day of the month or as
8 soon thereafter as a warrant can be issued in the normal course of County's business;
9 provided, however, in the event County cannot take useful occupancy of the Leased
10 Premises until after the first day of the month, the rentals for the first and last months
shall be pro-rated on a thirty (30) day calendar basis, payable on the date of
occupancy for the first month and on the first day of the last month, or as soon
thereafter as a warrant can be issued in the normal course of County's business.

11 (b) Notwithstanding the provisions of Paragraph 5(a) herein, the
12 monthly rent shall be increased on each anniversary of this Lease by an amount equal
to two (2%) percent of such monthly rental.

13 **6. Custodial.**

14 (a) **Custodial Services.** Lessor shall provide, or cause to be
15 provided, and pay for all custodial services in connection with the Leased Premises
16 and such services shall be provided as set forth in the attached Exhibit "B". The
17 provider of such custodial services will perform background checks through LiveScan
18 or in the manner specified by County, of qualified permanent and temporary
19 employees to determine their suitability for employment. The provider will be bonded
20 in the sum of \$10,000.00, and proof of such insurance, as supplied by the Lessor,
shall be furnished to County. In addition to bonding as required herein, Lessor shall
also receive proof of statutory workers' compensation insurance, commercial general
liability and vehicle liability insurance from the provider of any custodial functions
performed at the Leased Premises location.

21 (b) **County's Right to Provide Custodial Service and Deduct**
22 **Cost.** If County provides written notice to Lessor of an event or circumstance that
23 requires the action of Lessor with respect to the custodial services as set forth in
24 Paragraph 6 and Exhibit "B", and Lessor fails to provide such action as required by the
25 terms of this Lease within three (3) days of County's notice, County may take the
required action to provide custodial services by its staff or those of a custodial
contractor if: (1) County delivers to Lessor an additional written notice advising Lessor
that County intends to take the required action if Lessor does not begin the required

1 action within forty-eight (48) hours after the written notice; and (2) Lessor fails to begin
2 the required work within this forty-eight (48) hour period. Upon demand by County,
3 Lessor shall promptly reimburse County the actual cost and expenses thereof,
4 provided said costs and expenses are reasonable. Should Lessor fail to promptly pay
5 the cost and expenses, County may deduct and offset that amount from Rent payable
6 under this Lease. For purposes of this Section, notice given by fax or e-mail shall be
7 deemed sufficient.

8 (c) **Periodic Services.** Lessor shall provide, or cause to be provided,
9 and pay for all periodic services in connection with the Leased Premises and such
10 services shall be provided as set forth in the attached Exhibit "B-1".

11 **7. Utilities.** County shall pay for all electric and telephone services used in
12 connection with the Leased Premises. Lessor shall provide, or cause to be provided,
13 and pay for all other utility services, including, but not limited to, water, gas, refuse
14 collection and sewer services, as may be required in the maintenance, operation and
15 use of the Leased Premises.

16 **8. Maintenance.**

17 (a) Lessor warrants that the Leased Premises shall be in good and
18 suitable condition for the uses contemplated herein at such time as County can take
19 useful occupancy. Lessor shall keep the Leased Premises in such good condition,
20 and in compliance with all federal, state and local laws, ordinances, rules, codes and
21 regulations including but not limited to fire, health and safety. Additionally, Lessor
22 shall maintain the exterior and interior of the Leased Premises, including, but not
23 limited to, bi-monthly insect/pest control services, air conditioning equipment, heating
24 equipment, plumbing, electrical wiring and fixtures, windows and structural parts, in
25 good working condition and repair and in compliance with all laws, ordinances, rules
and regulations, including, but not limited to, the Americans with Disabilities Act.

(b) Lessor shall, at its cost, maintain in good working condition the
grounds, including all parking areas and exterior lighting, grass trees, shrubbery flora
and other landscaping.

(c) In the event Lessor fails, or refuses, to make any repairs or
maintenance to the Leased Premises as may be required or necessitated, County
reserves the right to undertake such repairs or maintenance, subject to two (2) weeks'
notice to Lessor in writing. The costs and expenses of such maintenance and/or
repairs shall be deducted from any rents due hereunder.

(d) Notwithstanding the provisions contained in Paragraph 8(a)
above, in the event an emergency arises which requires or necessitates repairs to the
Leased Premises in order to insure the health and safety of persons or property or
both, and Lessor fails, or refuses, to make such repairs in an expeditious manner,

1 County may undertake such repairs and notify Lessor thereof in writing promptly
2 thereafter. The costs and expenses of such repairs shall be deducted from any rents
3 due hereunder.

3 **9. Improvements by Lessor.**

4 (a) Lessor, at its expense, shall replace the existing carpet with
5 carpet tiles.

6 (b) Lessor recognizes and understands that said preparation of the
7 Leased Premises shall be subject to the provisions contained in the California Labor
8 Code (commencing with Section 1720) relating to general prevailing wage rates and
9 other pertinent provisions therein.

10 (c) Lessor shall comply and stay current with all applicable building
11 standards, which may change from time to time, including but not limited to, the
12 Americans with Disabilities Act in preparing the Leased Premises for occupancy as
13 specified in Paragraph 9(a) above.

11 **10. Improvements by County.**

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

16 (b) All alterations and improvements made, and fixtures installed, by
17 County shall remain County property and may be removed by County at or prior to the
18 expiration of this Lease; provided, however, that such removal does not cause injury or
19 damage to the Leased Premises, or in the event it does, the Leased Premises shall be
20 restored.

18 **11. Indemnification and Hold Harmless.**

19 (a) Lessor shall indemnify and hold harmless the County, all its
20 Agencies, Districts, Special Districts and Departments, their respective directors,
21 officers, Board of Supervisors, elected and appointed officials, employees, agents and
22 representatives, ("County Parties"), from any liability, including, but not limited to,
23 property damage, bodily damage, bodily injury, or death, or from any services provided
24 by Lessor or any act, error, omission, of Lessor, any agent, representative, invitee,
25 guest, or licensee of Lessor ("Lessor Parties"), in, on, or about the Leased Premises
arising out of, from or in any way relating to this Lease. When indemnifying County
Parties, Lessor shall defend at its sole cost and expense, including but not limited to,
attorney fees, cost of investigation, defense and settlements or awards, on behalf of
the County Parties in any claim or action based upon such liability.

1 (b) County shall indemnify and hold harmless the Lessor from any
2 liability, including, but not limited to, property damage, bodily injury, or death, based or
3 asserted on events which may occur within the County Leased Premises and is under
4 the control of the County arising out of or from its use and occupancy relating to this
5 Lease. County Parties shall not indemnify Lessor Parties for liability arising within the
6 County Leased Premises when such liability arose out of or from Lessor's
7 responsibilities under the terms of this Lease. County shall defend at its sole cost and
8 expense, including, but not limited to, attorney fees, cost of investigation, defense and
9 settlements or awards, on behalf of the Lessor Parties in any claim or action based
10 upon such liability.

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

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

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

23 (f) In the event there is conflict between this clause and California
24 Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code
25 2782. Such interpretation shall not relieve the indemnifying party's obligation to
provide indemnification to the fullest extent allowed by law.

(g) Definition of "County Parties" and "Lessor Parties". For
purposes of this Section 11, the term "County Parties" refers singularly and collectively
to County, Special Districts, their respective Directors, Officers, Board of Supervisors,
agents, employees, and independent contractors as well as to all persons and entities
claiming through any of these persons or entities. The term "Lessor Parties" refers
singularly and collectively to Lessor and the partners, venturers, trustees, and ancillary
trustees of Lessor and the respective officers, directors, shareholders, members,
parents, subsidiaries, and any other affiliated entities, personal representatives, an
executor, heirs, assigns, licensees, invites, beneficiaries, agents, servants, employees,
and independent contractors of these persons or entities.

(h) **Survival of Indemnification.** The paragraphs of this Paragraph
11 shall survive the expiration or earlier termination of this Lease until all claims

1 against County Parties involving any of the indemnified matters are fully, finally, and
2 absolutely barred by the applicable statutes of limitations.

3 **12. Insurance.**

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

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

14 (c) **Commercial General Liability.** Commercial General Liability
15 Insurance coverage, including but not limited to, premises liability, contractual liability,
16 products/completed operations, personal and advertising injury, cross liability
17 coverage and employment practices liability covering bodily injury, property damage,
18 and personal injury arising out of or relating, directly or indirectly, to the design,
19 construction, maintenance, repair, alteration and ownership of the Leased Premises
20 and all areas appurtenant thereto including claims which may arise from or out of
21 Lessor's operations, use, and management of the Leased Premises, or the
22 performance of its obligations hereunder. Policy shall name the County of Riverside,
23 its Special Districts, Agencies, Districts and Departments, their respective Directors,
24 Officers, Board of Supervisors, elected and appointed officials, employees, agents,
25 independent contractors or representatives as an Additional Insured. Policy limits
shall not be less than \$1,000,000 per occurrence. If such insurance contains a
general aggregate limit, it shall apply separately to this Lease or be no less than two
(2) times the occurrence limit.

(d) **Vehicle Liability.** If vehicles or licensed mobile equipment are
used on the Project, Lessor shall maintain auto liability insurance for all owned, non-
owned or hired automobiles in an amount not less than \$1,000,000 per occurrence
combined single limit. Policy shall name the County of Riverside, its Special Districts,
Agencies, Districts, and Departments, their respective Directors, Officers, Board of
Supervisors, elected and appointed officials, employees, agents, independent
contractors or representatives as Additional Insured.

(e) **Property (Physical Damage).**

(1) All-Risk real property insurance coverage, including
earthquake and flood, if applicable, for the full replacement cost value of buildings,
structures, fixtures, all improvements therein, and building systems on the Project as

1 the same exists at each early anniversary of the term. Policy shall include Business
2 Interruption, Extra Expense, and Expediting Expense coverage as well as coverage for
3 off-premises power failure. Policy shall name the County as a Loss Payee as their
4 interests may appear.

5 (2) Boiler and Machinery insurance providing coverage for at
6 least but not limited to, all high voltage electrical and rotating mechanical equipment
7 on a full replacement cost value basis. Policy shall provide Business Interruption,
8 Extra Expense, and Expediting Expense coverage as well as coverage for off-
9 premises power failure. Policy shall name the County as a Loss Payee as their
10 interests may appear.

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

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

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

(3) At the inception of this Lease and annually at the Lessor's
insurance policy renewal date(s), the Lessor shall cause their insurance carrier(s) to
furnish the County of Riverside with 1) a properly executed original Certificate(s) of
Insurance and certified original copies of Endorsements effecting coverage as required
herein; or, 2) if requested to do so orally or in writing by the County Risk Manager,
provide original Certified copies of policies including all Endorsements and all
attachments thereto, showing such insurance is in full force and effect. Further, said
Certificate(s) and policies of insurance shall contain the covenant of the insurance
carrier(s) shall provide no less than thirty (30) days written notice be given to the
County of Riverside prior to any material modification or cancellation of such
insurance. In the event of a material modification or cancellation of coverage, this
Lease shall terminate forthwith, unless the County of Riverside receives, prior to such
effective date, another properly executed original Certificate of Insurance and original

1 copies of endorsements or certified original policies, including all endorsements and
2 attachments thereto evidencing coverage and the insurance required herein is in full
3 force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf
4 shall sign the original endorsements for each policy and the Certificate of Insurance.
5 The Lease term shall not commence until the County of Riverside has been furnished
6 original Certificates of Insurance and certified original copies of endorsements or
7 policies of insurance including all endorsements and any and all other attachments as
8 required in this Section.

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

14 **13. Options to Terminate.**

15 (a) County shall have the option to terminate this Lease if the Leased
16 Premises are destroyed or damaged to the extent that they cannot be repaired within
17 sixty (60) days. If the damage can be repaired within sixty (60) days, it shall be the
18 duty of the Lessor to make such repairs promptly, and during said period, the rent shall
19 abate pro rata as to any portion of the Leased Premises not usable by the County.
20 County reserves the right to determine what, if any portions of the Leased Premises
21 are usable.

22 (b) County shall have the right to terminate this lease for any reason
23 after one (1) year by giving Lessor sixty (60) days advance written notice.

24 **14. Notices.** Any notices required or desired to be served by either party
25 upon the other shall be addressed to the respective parties as set forth below:

County:

Economic Development Agency
County of Riverside
3403 Tenth Street, Suite 500
Riverside, California 92501

Lessor:

Brotherton Family Trust, dba
San Jacinto Business Park
1057 Ridge Heights Drive
Fallbrook, California 92028

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

15. Quiet Enjoyment. Lessor covenants that County shall at all times
during the term of this Lease peaceable and quietly have, hold and enjoy the use of
the Leased Premises so long as County shall fully and faithfully perform the terms and
conditions that it is required to do under this Lease.

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

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

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

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

12 **20. County's Representative.** County hereby appoints the Assistant
13 County Executive Officer/EDA as its authorized representative to administer this
Lease.

14 **21. Lessor's Default.** Except where another time limit is specifically
15 provided, Lessor shall be in default of this lease if Lessor fails or refuses to perform
16 any provisions of this lease that Lessor is obligated to perform if the failure to perform
17 is not cured within thirty (30) days after such notice of default has been given by
County to Lessor. If the default cannot be reasonably cured within thirty (30) days,
18 Lessor shall not be in default of this lease if Lessor commences to cure the default
within the thirty (30) day period and in good faith continues to cure the default.

19 **22. County's Remedies on Lessor's Default.** County, at any time after
20 Lessor is in default, can terminate this lease or can cure the default at Lessor's cost. If
21 County at anytime, by reason of Lessor's default, pays any sum or does any act that
22 requires the payment of any sum, the sum paid by County shall be due immediately
23 from the Lessor to County at the time the sum is paid. If Lessor fails to reimburse
County as required by this paragraph, County shall have the right to withhold from
future rent due the sum County has paid until County is reimbursed in full for the sum
due. The remedies set forth in this paragraph are in addition to and do not in any
manner limit other remedies set forth in particular paragraphs of this lease.

24 **23. Entire Lease.** This Lease is intended by the parties hereto as a final
25 expression of their understanding with respect to the subject matter hereof and as a

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith. This Lease may be changed or modified only upon the written consent of the parties hereto.

24. Interpretation. The parties hereto have negotiated this Lease at arms length with advice of their respective attorneys, and no provision contained herein shall be construed against County solely because it prepared this Lease in its executed form.

///

///

///

1 **25.** This Lease shall not be binding or consummated until its approval by the
County's Board of Supervisors.

2 Date: _____

3 **BROTHERTON FAMILY TRUST, dba**
4 **SAN JACINTO BUSINESS PARK**
5 (Successor in Interest to Ranel Development
6 Company, a California general partnership)
7 (Lessor)

8 By: *Suzella Jane Brotherton*
 Name:
 Its:

9 **COUNTY OF RIVERSIDE**

10 By: *Bob Buster*
11 Bob Buster, Chairman
12 Board of Supervisors

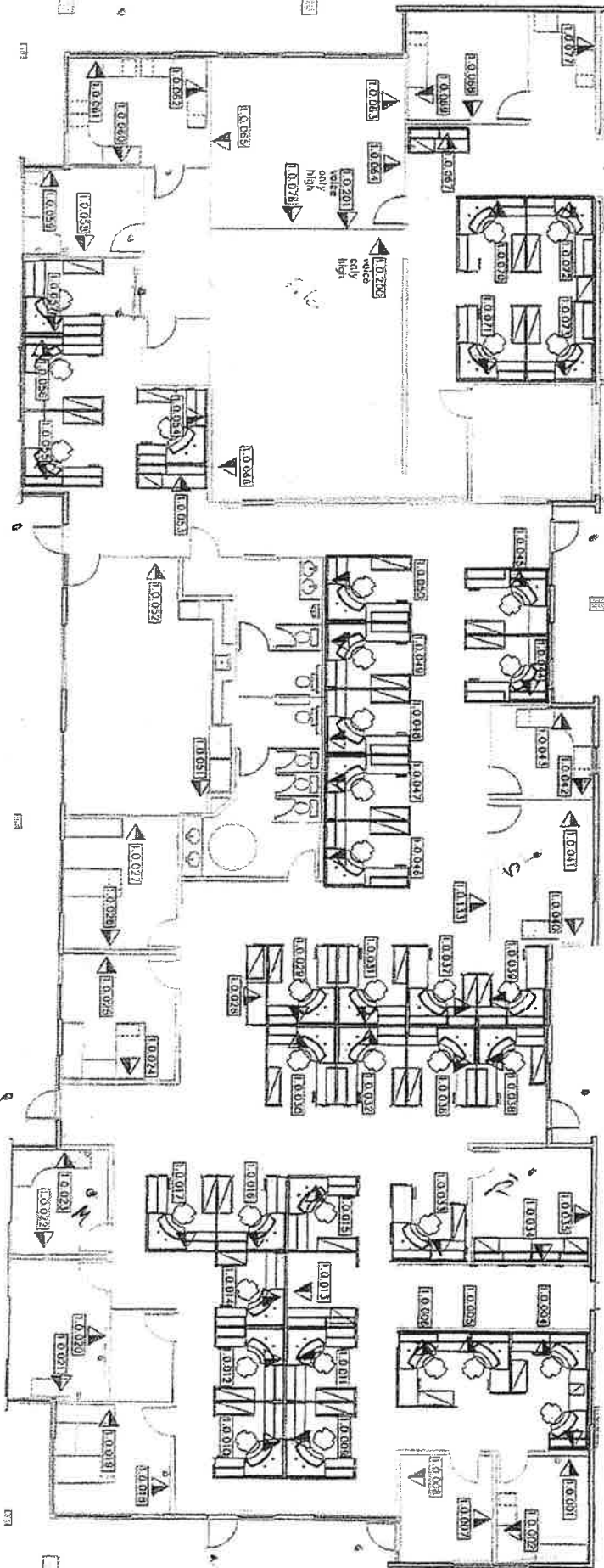
13 **ATTEST:**
14 Kecia Harper-Ihem
15 Clerk of the Board

16 By: *Kecia Harper-Ihem*
 Deputy

17
18 **APPROVED AS TO FORM:**
19 Pamela J. Walls
20 County Counsel

21 By: *Synthia M. Gunzel*
22 Synthia M. Gunzel
23 Deputy County Counsel

EXHIBIT "A"



Area of bank

COUNTY OF RIVERSIDE
Department of Facilities Management
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 "B-1"

PERIODIC SERVICES

Service:

Interior Painting

Carpet Cleaning

Pest Control

HVAC Standard Preventative

Maintenance Contract

Fire Extinguishers

Exterior Time Clocks

Roof Inspections & Maintenance

Frequency:

Every three years in high traffic areas, i. e. Lobbies and hallways.

Semi-annually – by qualified carpet cleaning company.

Monthly.

Quarterly.

Annually or as required by local regulations.

Reset for time changes.

Annually, prior to rainy season.

Clean debris from roof, drains and down spouts, inspect and repair roof as needed.

EXHIBIT "B-1"

Revised 9/2005