

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

145



SUBMITTAL DATE:
June 20, 2013

FROM: Economic Development Agency / Facilities Management

SUBJECT: Lease Agreement – District Attorney, Indio

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Lease Agreement and authorize the Chairman of the Board to execute the same on behalf of the County of Riverside; and
2. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities.

REVIEWED BY CIP
BACKGROUND: (Commences on Page 2)

Christopher Hans
Christopher Hans

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 6/24/13
SAMUEL WONG

Robert Field
Robert Field

Assistant County Executive Officer/EDA

FINANCIAL
DATA

Current F.Y. Total Cost: \$ 1,212,258
Current F.Y. Net County Cost: \$ 0
Annual Net County Cost: \$ 0

In Current Year Budget: No
Budget Adjustment: No
For Fiscal Year: 2013/14

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: East County Detention Center Project Budget

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY:

Jennifer L. Sargent
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 21, 2013
xc: EDA, DA, CIP, Auditor

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

Prev. Agn. Ref.:

District: 4/4

Agenda Number:

3-12

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

Dep't Recomm.: ☐ Consent ☐ Policy ☒
Per Exec. Ofc.: ☐ Consent ☐ Policy ☒

By: Jeffrey Van Wagenen, Asst. D.A.
Office of the District Attorney

FORM APPROVED COUNTY COUNSEL
BY: PATRICIA MUNROE
Departmental Concurrence

BACKGROUND:

In 2011, California Governor Jerry Brown signed into law Assembly Bill 109, known as the "Realignment Plan" which shifts the responsibility from the state to the counties for the custody, treatment and supervision of certain offenders. This legislation, combined with the current level of demand for detention facilities in the County, has resulted in the need for additional detention system capacity.

To aid in the financing of such a facility, on March 27, 2012 the Board of Supervisors approved item 3.10, entitled "Acceptance of \$100 Million AB 900 Funding Award from the Corrections Standards Authority", formally accepting a funding award in the amount of \$100 million to be applied to the planning, design, and construction of a new detention facility in the County.

The Indio CAC facility at 82-675 Highway 111, Indio was deemed to be the location most suitable for this project and on November 6, 2012, the Board of Supervisors approved item 3.21 for an architectural services agreement to be executed between an architectural firm and the County for the design of a new detention facility at that location.

The County is in the process of designing and constructing a detention facility on the Indio CAC site which will be known as the East County Detention Center (ECDC). The site is currently improved with office and related facilities totaling approximately 122,000 square feet built from 1968 to 1975. The County plans to relocate the occupants, demolish the facilities, and construct the new detention complex. The new detention complex will feature 1,627 detention beds. On February 26, 2013, the Board of Supervisors approved the Monthly Progress Report Regarding the ECDC, which enumerated the documents required by the State to date in connection with the state-provided bond financing and confirmed the submittal of these documents to the State and compliance by County.

As a companion project to the ECDC project, the Economic Development Agency (EDA) identified County-owned land of approximately 5.68 acres on the southwest corner of Highway 111 and Jackson Street in the City of Indio as the location most suitable for the construction of a privately owned leased office building of approximately 90,000 square feet with a ground lease to the county to accommodate these departments and entities. The District Attorney, Public Defender, County Counsel, and Law Library will be permanently relocated into this new leased facility. As a result of these moves, TLMA and the Assessor-clerk Recorder also need to be relocated.

On June 24, 2012, EDA issued a Request for Proposal to real estate developers for the planning, design, and construction of a 90,000 square foot office building to be known as the County Law Building and recommended the Board approve a Pre-Development Agreement with the Trammell Crow Company which was approved by the Board of Supervisors on April 9, 2013 as item 3-2. EDA is working to negotiate a Ground Lease and Facilities lease with Riverside Communities Properties Development Inc. as landlord and will bring these negotiated documents to the Board in the future for Board of Supervisors consideration. The estimated completion timeframe for the County Law Building is no later than the first calendar quarter of 2015.

Due to the necessity to commence demolition of the Indio CAC project in November of 2013, and the inability of the Indio CAC occupants (including the Public Defender and the Offices of the District Attorney) and other entities to occupy the new County Law Building until the first calendar quarter of 2015, there is a need for temporary and/or permanent facilities. The purpose of this Form 11 is to recommend approval of a lease agreement for a temporary facility for the Offices of the District Attorney.

(Continued)

BACKGROUND: (Continued)

This Lease was reviewed and determined to be categorically exempt from CEQA Guidelines Section 15301, Class 1 – Existing Facilities. The proposed project, the Lease, is the letting of property involving existing facilities. No expansion of an existing use will occur.

A summary of the Lease is as follows:

Lessor:	Axious Investments LLC 341 West 2 nd Street, Suite 1 San Bernardino, California 92401
Premises:	74-923 Hovley Lane and 41-555 Cook Street Indio, California
Size:	33,457 square feet
Term:	Eighteen months commencing on completion and acceptance of tenant improvements. Anticipated occupancy September 1, 2013.
Rent:	\$1.00 per sq. ft. \$33,457.00 per month \$401,484.00 per year
Annual Adjustment:	Four percent
Utilities:	County pays for electric, telephone; Lessor provides all others.
Custodial:	Provided by County
Maintenance:	Provided by Lessor
RCIT:	\$123,970.00
Improvements:	Not to exceed \$674,324.00

This 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 ECDC Project budget. EDA will request a budget adjustment during the first quarter of FY 2013/14.

Attachments:
Exhibit A
Lease

Exhibit A

District Attorney Lease Cost Analysis FY 2013/14 74-923 Hovley Lane and 41-555 Cook Street, Indio, California

Total Square Footage to be Leased:

EXPECTED AMOUNTS

Current office: 33,457 SQFT

Total Expected Lease Cost for FY 2013/14

ACTUAL AMOUNTS

Current Office: 33,457 SQFT
SQFT

Approximate Cost per SQFT (Sept - Jun) \$ 1.00

Lease Cost per Month (Sept - Jun) \$ 33,457.00

Total Lease Cost (Sept - Jun) \$ 334,570.00

Total Actual Lease Cost for FY 2013/14 \$ 334,570.00 \$ 334,570.00

Estimated Additional Costs:

EXPECTED AMOUNTS

Utility Cost per Square Foot \$ 0.12

Estimated Utility Costs per Month (Sept - June) \$ 4,014.84

Total Estimated Utility Cost for FY 2013/14

RCIT

EDA Lease Management Fee (Based @ 3.89%)

Total Estimated Expected Cost for FY 2013/14 \$ - \$ -

ACTUAL AMOUNTS

Utility Cost per Square Foot \$ 0.12

Costs per Month (Sept - Jun) \$ 4,014.84

Total Estimated Actual Utility Cost for FY 2013/14 \$ 40,148.40

RCIT \$ 123,970.00

Tenant Improvements: \$174,846 Elevator ; T.I. \$499,478 \$ 674,324.00

EDA Lease Management Fee (Based @ 3.89%) \$ 39,245.98

Total Estimated Actual Cost for FY 2013/14 \$ 877,688.38

Total Estimated Cost Variance for FY 2013/14 \$ 877,688.38

TOTAL ESTIMATED COST FOR FY 2013/14 \$ 1,212,258.38

LEASE
COOK STREET BUSINESS PARK
Palm Desert, California

AXIOS INVESTMENTS LLC, a California limited liability company, herein called "Lessor," leases to the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, herein called "County," the property described below under the following terms and conditions:

1. Description. The premises leased hereby consist of approximately 33,457 square feet located within those certain buildings located at 74-923 Hovley Lane and 41-555 Cook Street, Palm Desert, California, also identified as Assessor Parcel Number 624-290-001, as more particularly shown on Exhibit A, attached hereto, and by this reference made a part of this Lease ("Leased Premises").

2. Use.

(a) The Leased Premises are leased to County primarily for the purpose of providing office space for use by the District Attorney's office, but the Leased Premises may be used as office space by County for any other official business.

(b) County shall have the exclusive possession of the Leased Premises and the secured parking area adjacent to the Leased Premises, and common usage of the walkways, rest rooms, driveways, unreserved 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 eighteen (18) months commencing after County's approval of this Lease or the date thereafter upon which County can take useful occupancy of the Leased Premises, subject to the provisions contained in Paragraph 13 herein. County reserves the right to determine if

1 the Leased Premises are prepared for useful occupancy, provided that such
2 determination will not be unreasonable. County and Lessor agree that the definition of
3 useful occupancy shall not include completion of the elevators or elevator infrastructure
4 improvements. The Leased Premises shall automatically be deemed fit for useful
5 occupancy by County upon County taking occupancy of the Leased Premises. The
6 term of this Lease may be extended as provided in Paragraph 4.

7 (b) Any holding over by County after the expiration of the term of this
8 Lease shall be deemed a month-to-month tenancy upon the same terms and
9 conditions of this Lease, provided, however, rent shall be increased to 125% of the
10 then existing rent payment.

11 **4. Option to Extend.** Lessor grants to County three (3) options to extend
12 the Lease term (each an "Extension Option"). Each option shall be for a period of six
13 (6) months. The Extension Options may be exercised by County, provided County is
14 not in Default by delivering to Lessor written notice of County's election to exercise and
15 Extension Option no later than sixty (60) days prior to the expiration of the term of this
16 Lease or any extension thereof.

17 **5. Rent.**

18 (a) County shall pay the sum of Thirty-Three Thousand Four Hundred
19 Fifty-Seven Dollars (\$33,457.00) per month to Lessor as rent for the Leased Premises,
20 payable, in advance, on the first day of the month or as soon thereafter as a warrant
21 can be issued in the normal course of County's business, but in no event later than the
22 10th day of the month; provided, however, in the event County cannot take useful
23 occupancy of the Leased Premises until after the first day of the month, the rentals for
24 the first and last months shall be pro-rated on a thirty (30) day calendar basis, payable
25 on the date of occupancy for the first month and on the first day of the last month, or as
26 soon thereafter as a warrant can be issued in the normal course of County's business.

27 (b) Notwithstanding the provisions of Paragraph 5(a) herein, the
28 monthly rent shall be increased on each anniversary of this Lease by an amount equal

1 to four (4%) percent of such monthly rental. In the event County exercises its option to
2 extend the term of the Lease pursuant to Paragraph 4 above, the monthly rent shall be
3 increased by three (3%) percent for each respective option period.

4 **6. Custodial Services.** County shall provide all custodial services in the
5 interior of the Leased Premises.

6 **7. Utilities.** County shall pay for all electric, internet, data cabling and
7 telephone services used in connection with the Leased Premises. Lessor shall
8 provide, or cause to be provided, and pay for all other utility services, including, but not
9 limited to, water, gas, refuse collection and sewer services, as may be required in the
10 maintenance, operation and use of the Leased Premises. There shall be no
11 abatement of rent and Lessor shall not be liable or responsible for the inadequacy,
12 stoppage, interruption, or discontinuance of any utility or service due to riot, strike,
13 labor dispute, breakdown, accident, repair, or other cause beyond Lessor's reasonable
14 control or in cooperation with governmental request or directions.

15 **8. Maintenance.**

16 (a) Lessor shall keep the Leased Premises in such good condition,
17 and in compliance with all federal, state, and local laws, ordinances, rules, codes, and
18 regulations including, but not limited to, fire, health, and safety. Additionally, Lessor
19 shall maintain the exterior and interior of the Leased Premises, including, but not
20 limited to, insect/pest control services, air conditioning equipment, heating equipment,
21 plumbing, electrical wiring and fixtures, windows, and structural parts, in good working
22 condition and repair and in compliance with all laws, ordinances, rules, and regulations,
23 including, but not limited to, the Americans with Disabilities Act. Notwithstanding the
24 foregoing, County shall reimburse Lessor for the cost of all maintenance and repairs
25 required due to the negligence or willful misconduct of County or County's employees
26 or invitees, normal wear and tear excepted.

27 (b) In the event Lessor fails, or refuses, to make any repairs to the
28 Leased Premises as may be required or necessitated, County reserves the right to

1 undertake such repairs, subject to two (2) weeks prior notice to Lessor in writing. The
2 costs and expenses of such repairs shall be deducted from any rents due hereunder.

3 (c) Notwithstanding the provisions contained in Paragraph 8(a) above,
4 in the event an emergency arises including a failure of HVAC which requires or
5 necessitates repairs to the Leased Premises in order to insure the health and safety of
6 persons or property or both, and Lessor fails, or refuses, to make such repairs in an
7 expeditious manner, County may undertake such repairs and notify Lessor thereof in
8 writing promptly thereafter. The costs and expenses of such repairs shall be deducted
9 from any rents due hereunder.

10 **9. Improvements by Lessor.**

11 (a) Lessor, at its expense, shall prepare the Leased Premises for
12 useful occupancy as shown on the site plans, interior space plans and related drawings
13 on Exhibit B, attached hereto and by this reference made a part of this Lease. The
14 improvements to the premises include the elevator improvements and certain interior
15 tenant improvements and secured parking area improvements. Lessor shall complete
16 the elevator improvements and install two (2) elevator systems and related elevator
17 infrastructure improvements. Lessor shall install all elevator infrastructure
18 improvements prior to occupancy of the premises by County. Thereafter, Lessor shall
19 install the two (2) elevator carriages. Lessor shall utilize Lessor's commercially
20 reasonable efforts together with Lessor's contractor and related vendors and
21 employees to minimize any disruption to the operations of the County and County
22 employees while installing the elevator carriages. Lessor shall complete the
23 improvements in compliance with all applicable governmental law. After completion
24 and acceptance of the improvements by County, County shall reimburse Lessor fifty
25 (50%) of the elevator improvement costs not to exceed \$174,846.00. A cost
26 breakdown of the elevator improvements is attached as Exhibit "C-1." Within thirty (30)
27 days of the completion and acceptance of all elevator improvements, Lessor shall
28 provide an itemized invoice to County. Payment for the elevator improvements shall be

1 made by County within forty – five (45) days of County's receipt of the itemized invoice.
2 In addition to the elevator improvements, Lessor shall complete the interior tenant
3 improvements and exterior parking lot secured area improvements as shown in the site
4 plan, interior space plans, and other drawings attached as Exhibit B prior to occupancy
5 of the premises by County. After completion and acceptance of the improvements by
6 County, County will reimburse Lessor for the cost of the improvement not to exceed
7 \$499,478.00 as shown in Exhibit "C". Within thirty (30) days of the completion and
8 acceptance of all improvements, Lessor shall provide an itemized invoice to County.
9 Payment for the improvements shall be made by County to Lessor within forty-five (45)
10 days of County's receipt of the itemized invoice.

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

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

19 **10. Improvements by County.**

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

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

1 County shall be removed by County, at County's expense upon the expiration or
2 termination of this Lease if Lessor requests such removal in writing.

3 (c) County shall pay, when due, all sums of money that may become
4 due for any labor, services, materials, supplies, or equipment alleged to have been
5 furnished or furnished to County in, upon, or about the Leased Premises for any
6 improvements completed by County pursuant to this section, and which may be
7 secured by a mechanic's, material man's, or other lien against the Leased Premises or
8 County's interest in the Leased Premises. County shall cause each such lien to be
9 fully discharged and released at the time the performance of any obligation secured by
10 such lien matures or becomes due; provided, however, that if County desires to contest
11 any such lien, it may do so, but notwithstanding any such contest, if such lien is
12 reduced to a final judgment and enforcement is not stayed or any stay of enforcement
13 expires, County shall immediately pay and discharge such lien.

14 **11. Indemnification and Hold Harmless.**

15 (a) Lessor shall indemnify and hold harmless the County and the
16 County's employees and officers ("County Parties") from any liability, including, but not
17 limited to, property damage, bodily damage, bodily injury, or death, arising out of or
18 related to any services provided by Lessor or on Lessor's behalf under this Lease or
19 any act, error, or omission of the Lessor Parties (defined below) or of any invitee,
20 guest, or licensee of Lessor in, on, or about the Leased Premises. When indemnifying
21 County Parties, Lessor shall defend at its sole cost and expense, including, but not
22 limited to, attorney fees, cost of investigation, defense, and settlements or awards, the
23 County Parties in any claim or action based upon such liability.

24 (b) County shall indemnify and hold harmless Lessor and Lessor's
25 members, officers, directors, employees, predecessors, successors, and assigns
26 ("Lessor Parties") from any liability, including, but not limited to, property damage,
27 bodily injury, or death, arising from or related to events which may occur within the
28 Leased Premises or arising out of or from County's use or occupancy of the Leased

1 Premises. County shall not indemnify the Lessor Parties for liability arising within the
2 Leased Premises when such liability arises out of or from Lessor's responsibilities
3 under the terms of this Lease. When indemnifying the Lessor Parties, County shall
4 defend at its sole cost and expense, including, but not limited to, attorney fees, cost of
5 investigation, defense, and settlements or awards, the Lessor Parties in any claim or
6 action based upon such liability.

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

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

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

19 (f) In the event there is conflict between this Paragraph 11 and
20 California Civil Code Section 2782, this Paragraph 11 shall be interpreted to comply
21 with Civil Code 2782. Such interpretation shall not relieve the indemnifying party's
22 obligation to provide indemnification to the fullest extent allowed by law.

23 (g) **Survival of Indemnification.** The provisions of this Paragraph
24 11 shall survive the expiration or earlier termination of this Lease until all claims against
25 County Parties and Lessor Parties involving any of the indemnified matters are fully,
26 finally, and absolutely barred by the applicable statutes of limitations.

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1 **12. Insurance.**

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

7 (b) **Commercial General Liability.** Commercial General Liability
8 Insurance coverage, including but not limited to, premises liability, contractual liability,
9 products/completed operations, personal and advertising injury, and cross liability
10 coverage, covering bodily injury, property damage, and personal injury arising out of or
11 relating, directly or indirectly, to the design, construction, maintenance, repair,
12 alteration, and ownership of the Leased Premises and all areas appurtenant thereto,
13 including claims which may arise from or out of Lessor's operations, use, and
14 management of the Leased Premises, or the performance of its obligations hereunder.
15 The policy limits shall not be less than One Million Dollars (\$1,000,000.00) per
16 occurrence. If such insurance contains a general aggregate limit, it shall apply
17 separately to this Lease or be no less than two (2) times the occurrence limit.

18 (c) **Property (Physical Damage).**

19 (1) All-Risk real property insurance coverage, including
20 earthquake and flood, if applicable, for the full replacement cost value of buildings,
21 structures, fixtures, all improvements therein, and building systems on the Leased
22 Premises as the same exists at each early anniversary of the term of this Lease. The
23 policy shall include Business Interruption, Extra Expense, and Expediting Expense
24 coverage as well as coverage for off-premises power failure

25 (d) **General Insurance Provisions – All Lines.**

26 (1) Any insurance carrier providing Lessor's insurance
27 coverage hereunder shall be admitted to the State of California and have an A.M.
28 BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in

1 writing, by the County Risk Manager. If the County's Risk Manager waives a
2 requirement for a particular insurer, such waiver is only valid for that specific insurer
3 and only for one (1) policy term.

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

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

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

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

14 **13. Options to Terminate.**

15 (a) In the event County cannot take useful occupancy of the Leased
16 Premises within ninety (90) days from final execution of this Lease, then County may,
17 at its election, either (1) deduct from any rents that may become due hereunder the
18 sum of Five Hundred Fifty Eight Dollars (\$558.00) for each day the Leased Premises
19 are not prepared for useful occupancy as liquidated damages for failure to provide
20 useful occupancy in a timely manner as prescribed hereunder. Lessor and County
21 agree that such damages are to be one of the mutually exclusive remedies, as
22 prescribed in this Paragraph 13, for such failure, in that at the time of entering into this
23 Lease it would be impractical and extremely difficult to fix the actual damages that
24 would flow from Lessor's failure to provide useful occupancy in a timely manner,
25 including, but not limited to, the difference in money between the total sum to be paid
26 by County to another party for rent to lease such party's real property, if the rental
27 hereunder is less than the rental to be paid such other party; or (2) cancel this Lease
28 and Lessor hereby waives any and all rights that it may have against County for any

1 costs, expenses, and/or charges that Lessor may have incurred as a result of
2 preparing the Leased Premises for occupancy.

3 (b) County shall have the option to terminate this Lease if the Leased
4 Premises are destroyed or damaged to the extent that they cannot be repaired within
5 sixty (60) days until such time as the Leased Premises have been repaired. If the
6 damage can be repaired within sixty (60) days, it shall be the duty of the Lessor to
7 make such repairs promptly, and during said period, the rent shall abate pro rata as to
8 any portion of the Leased Premises not usable by the County. County reserves the
9 right to determine what, if any portions of the Leased Premises are usable, in its
10 reasonable discretion.

11 (c) Lessor shall have the option to terminate this Lease if County is in
12 Default after ten (10) days written notice to County. County shall be in "Default" if it
13 fails to cure any breach or violation of this Lease within thirty (30) days of its receipt of
14 written notice from Lessor specifying the breach or violation. County shall not be
15 deemed in default if County has commenced action to cure the breach or violation and
16 is diligently proceeding to prosecute to completion.

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

19 County:

Lessor:

20 County of Riverside/EDA

Axios Investments LLC

21 Real Estate Division

341 West 2nd Street, Suite 1

22 3403 10th Street, Suite 500

San Bernardino, California 92401

23 Riverside, California 92501

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

26 **15. Quiet Enjoyment.** Lessor covenants that County shall at all times during
27 the term of this Lease peaceable and quietly have, hold, and enjoy the use of the
28

1 Leased Premises so long as County shall fully and faithfully perform the terms and
2 conditions that it is required to do under this Lease.

3 **16. Assignment/Subletting.** County shall not, without prior written consent
4 of Lessor, which may be withheld in Lessor's sole discretion, assign, mortgage, pledge,
5 encumber, sublet, or otherwise transfer any portion of its interest under this Lease or
6 any portion the Leased Premises.

7 **17. Compliance with All Laws.** County shall not do anything or suffer
8 anything to be done in or about the Leased Premises which will in any way conflict with
9 any law, statute, ordinance, or other governmental rule, regulation, or requirement now
10 in force or which may hereafter be enacted or promulgated.

11 **18. Lessor Entry.** Lessor and its representatives may enter the Leased
12 Premises at all reasonable times upon reasonable notice to County to (i) inspect the
13 Leased Premises; (ii) show the Leased Premises to prospective purchasers,
14 mortgagees or ground lessors, and, during the last six (6) months of the term of this
15 Lease, prospective tenants; (iii) post notices of nonresponsibility; or (iv) alter, improve,
16 or repair the Leased Premises. Landlord may also enter the Leased Premises at any
17 time, without notice to Tenant, in emergency situations and as necessary to perform its
18 obligations under this Lease.

19 **19. Estoppel Certificates.** Within ten (10) days following a request in writing
20 by Lessor, County shall execute and deliver to Lessor an estoppel certificate in the
21 form requested by Lessor, indicating any exceptions to the information contained in the
22 estoppels certificate form that may exist at that time. Failure of County to timely
23 execute and deliver an estoppel certificate shall constitute an acceptance of the
24 Leased Premises and an acknowledgment by County that statements in the estoppel
25 certificate are true and correct, without exception.

26 **20. Exhibits.** The Exhibits referenced in this Lease are a material part of this
27 Lease and are hereby incorporated into and made a part of this Lease by this
28 reference.

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

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

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

12 **24. Attorneys' Fees.** In the event of any litigation or arbitration between
13 Lessor and County to enforce any of the provisions of this Lease or any right of either
14 party hereto, the non-prevailing party to such litigation or arbitration agrees to pay to
15 the prevailing party all costs and expenses, including reasonable attorneys' fees,
16 incurred therein by the prevailing party, all of which shall be included in and as a part of
17 the judgment rendered in such litigation or arbitration.

18 **25. County's Representative.** County hereby appoints the Assistant County
19 Executive Officer / EDA as its authorized representative to administer this Lease.

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

26 **27. Interpretation.** The parties hereto have negotiated this Lease at arm's
27 length with advice of their respective attorneys, and no provision contained herein shall
28

1 be construed against County solely because it prepared this Lease in its executed
2 form.

3 28. This Lease shall not be binding or consummated until its approval by the
4 County.

5 IN WITNESS WHEREOF, Lessor and Lessee have entered into this
6 Lease as of the date first written above.

7
8 COUNTY OF RIVERSIDE

AXIOS INVESTMENTS LLC

9
10 By: John J. Benoit
11 John J. Benoit, Chairman
12 Board of Supervisors

By: Michael J. Fausch
member

13 Dated: JUL 02 2013

Dated: 6/20/2013

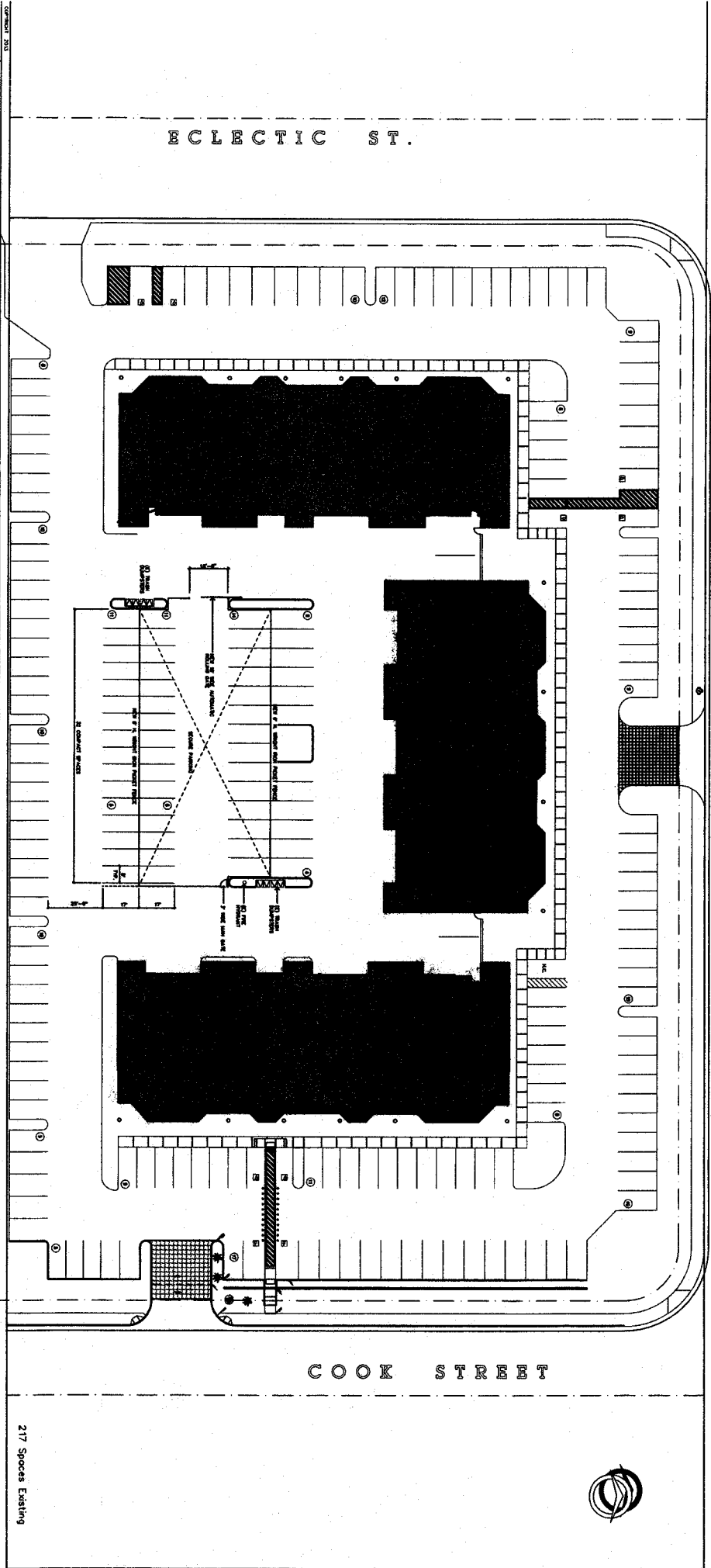
14
15 Attest:
16 Kecia Harper-Ihem
Clerk of the Board

17 By: Kellington
18 Deputy

19
20 Approved as to Form:
21 Pamela J. Walls
County Counsel

22
23 By: Patricia Munroe
24 Patricia Munroe, Deputy

25
26
27 TW:ra/061913/15.970 S:\Real Property\TYPING\Docs-15.500 to 15.999\15.970.doc
28



HOWELL LANE

COOK STREET

ECLECTIC ST.

217 Spaces Existing



EXHIBIT A

JMA
James O. McIntosh
Architect and Engineer
1000 West 10th Street
Riverside, CA 92507
P: (951) 514-4444
F: (951) 514-4444

Riverside County District Attorney Offices

ATTN: PLM

DATE	REV	BY	DATE
10/26/2011	1	JMA	10/26/2011
10/26/2011	2	JMA	10/26/2011

A1.1

Riverside County
District Attorney Offices

CONTRACTOR NOTES

RIVERSIDE COUNTY DISTRICT ATTORNEY
A COMMERCIAL T.I. FOR:
41-555 Cook Street & 74-923 Hovley Street
Palm Desert, California

GENERAL INFO

SHEET INDEX

[illegible]

EXHIBIT B
T1.1 through E2.4

JMA

James G. McIntosh
Architecture and Engineering

73-905 El Paseo, Suite 201
Palo Alto, CA 94306
(716) 348-4183
FAX: (716) 348-0043

Riverside County District Attorney Offices



217. Spaces Existing

**SITE
PLAN**

Riverside County District Attorney Offices

JMA

James G. McIntosh
Architecture and Engineering

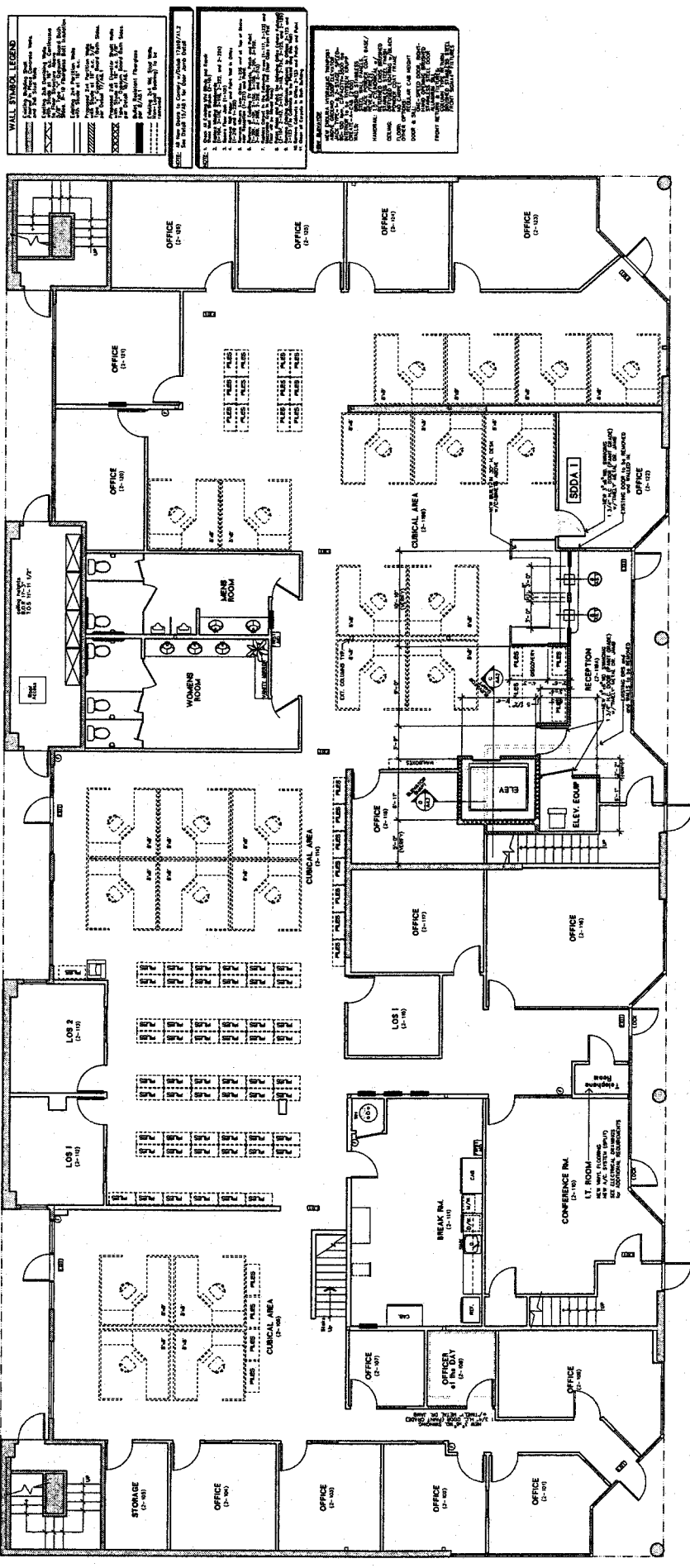
PROPERTY NO.

1

10

1

A1.1



JMA

James C. McIntosh
Architectural Firm, Inc.
1000 N. Main Street, Suite 200
Riverside, CA 92501
Tel: (951) 514-1100

Riverside County District Attorney's Offices

1000 N. Main Street, Suite 200
Riverside, CA 92501
Tel: (951) 514-1100

BUILDING-2

FIRST FLOOR

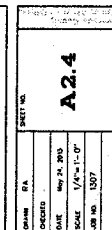
FLOOR PLAN

A2.3

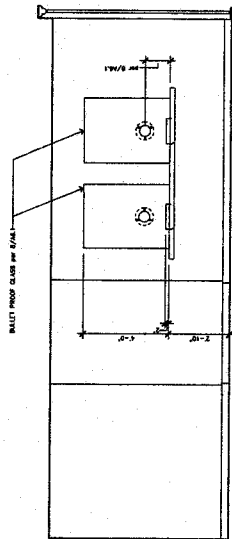
DATE: May 24, 2010

SCALE: 1/8" = 1'-0"

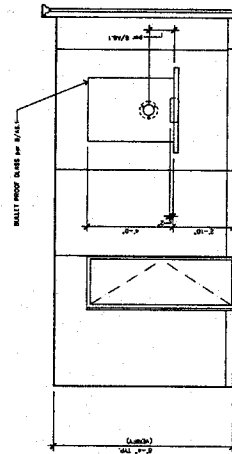
SHEET NO: 1307



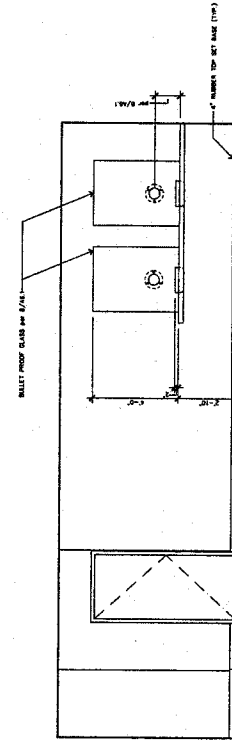
JMA
James G. McIntosh
Architecture and Engineering
73-865 El Paseo, Suite 201
Pebble Beach, CA 92060
(714) 346-6355
fax: (714) 346-8842



Building 1 Waiting Room



Building 1 Lobby-A



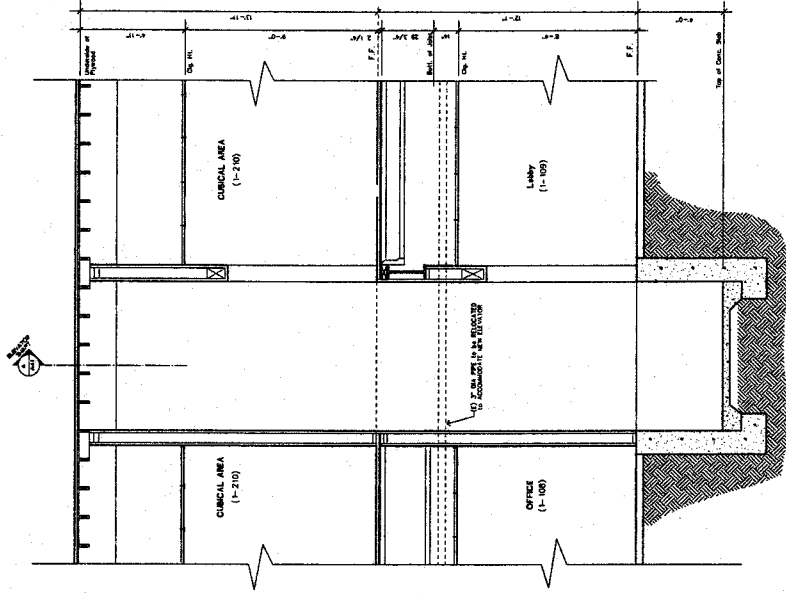
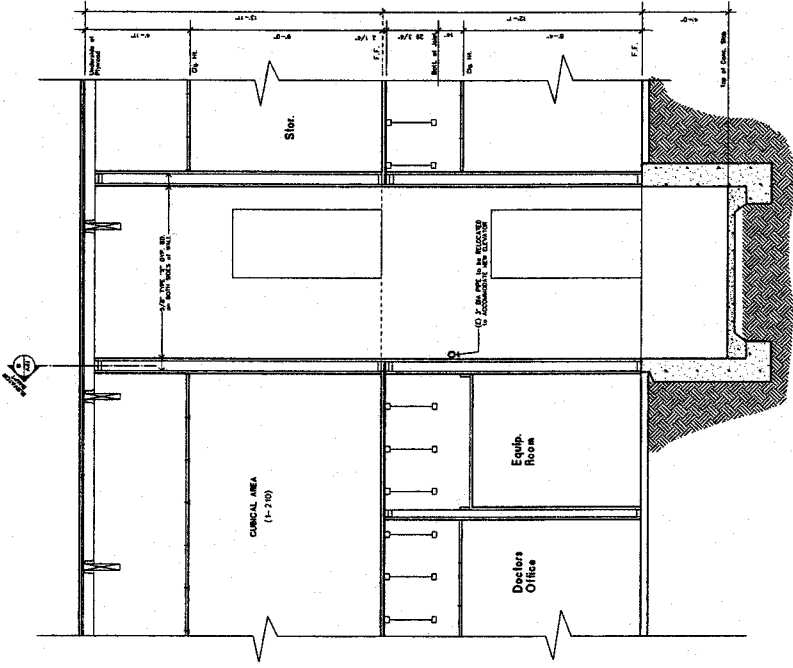
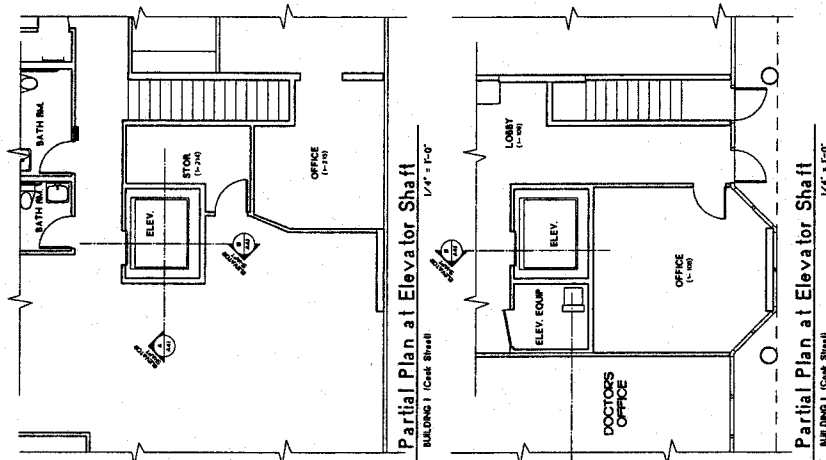
Building 2 Reception

JMA
James G. McIntosh
Architect
1000 E. Main, Suite 200
Riverside, CA 92501
(951) 514-1111
(951) 514-1112

Riverside County District Attorney Offices

DATE	BY	REVISION
01/11/11	JMA	1
01/11/11	JMA	2
01/11/11	JMA	3
01/11/11	JMA	4
01/11/11	JMA	5
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A3.1



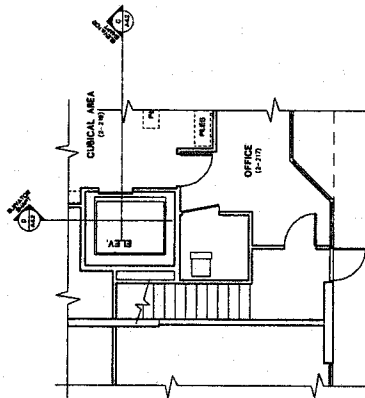
JMA

James C. McIntosh
Architectural Firm, Inc.
1000 N. Main Street, Suite 201
Riverside, CA 92501
Tel: (951) 514-1111

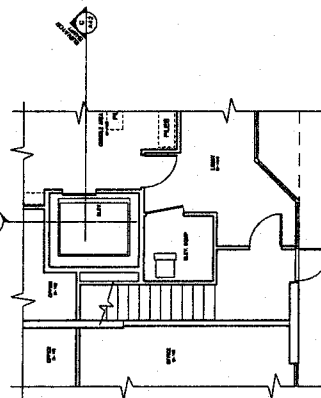
Riverside County District Attorney Offices

11100 Cook Street, Suite 201, Riverside, CA 92504

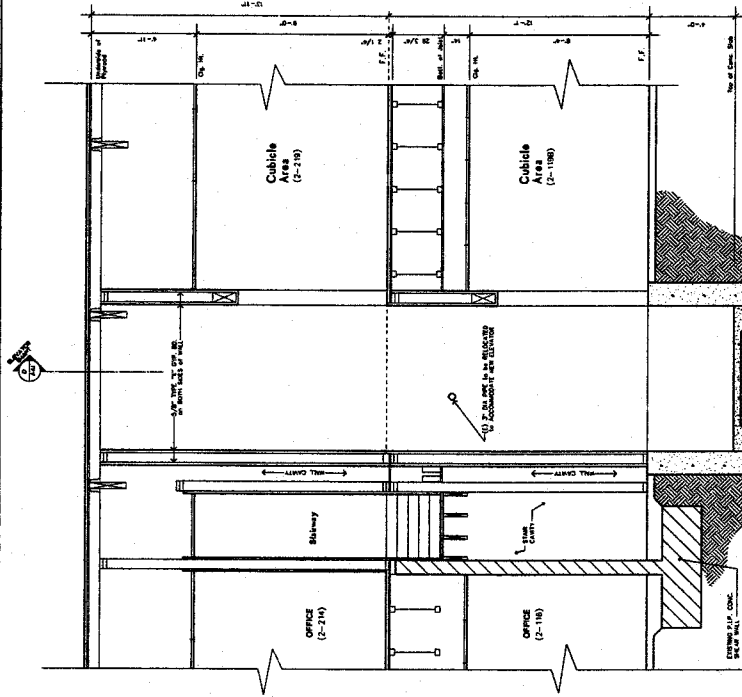
BUILDING-1 ELEVATOR SHAFT		SHEET NO. A4.1
DATE May 24, 2010	SCALE 1/2" = 1'-0"	JOB NO. 1007



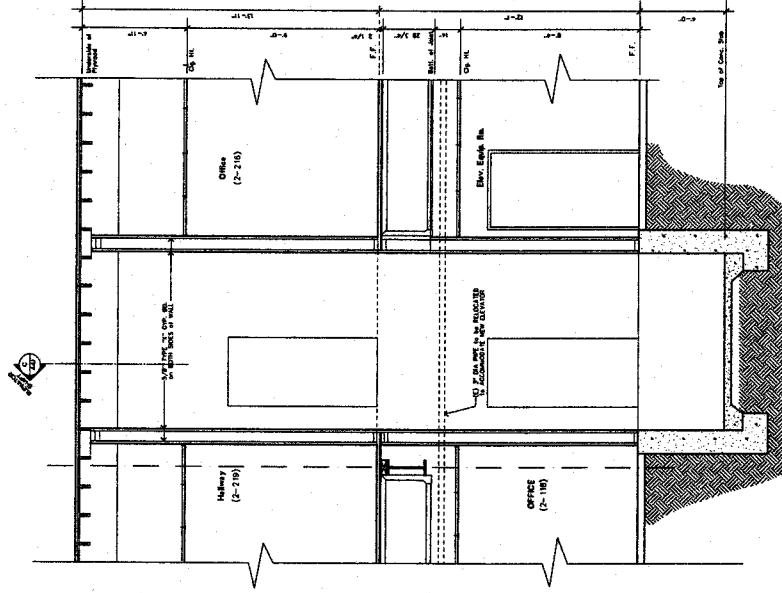
Partial Plan at Elevator Shaft
BUILDING 2 Heavy Shaft
1/4" = 1'-0"



Partial Plan at Elevator Shaft
BUILDING 2 Heavy Shaft
1/4" = 1'-0"



Section C Thru Elevator Shaft
BUILDING 2 Heavy Shaft



Section D Thru Elevator Shaft
BUILDING 2 Heavy Shaft

JMA
James C. Mankin
Architectural and Engineering
7700 E. 1st Ave., Suite 201
Denver, CO 80231
Tel: (303) 733-1100
Fax: (303) 733-1101

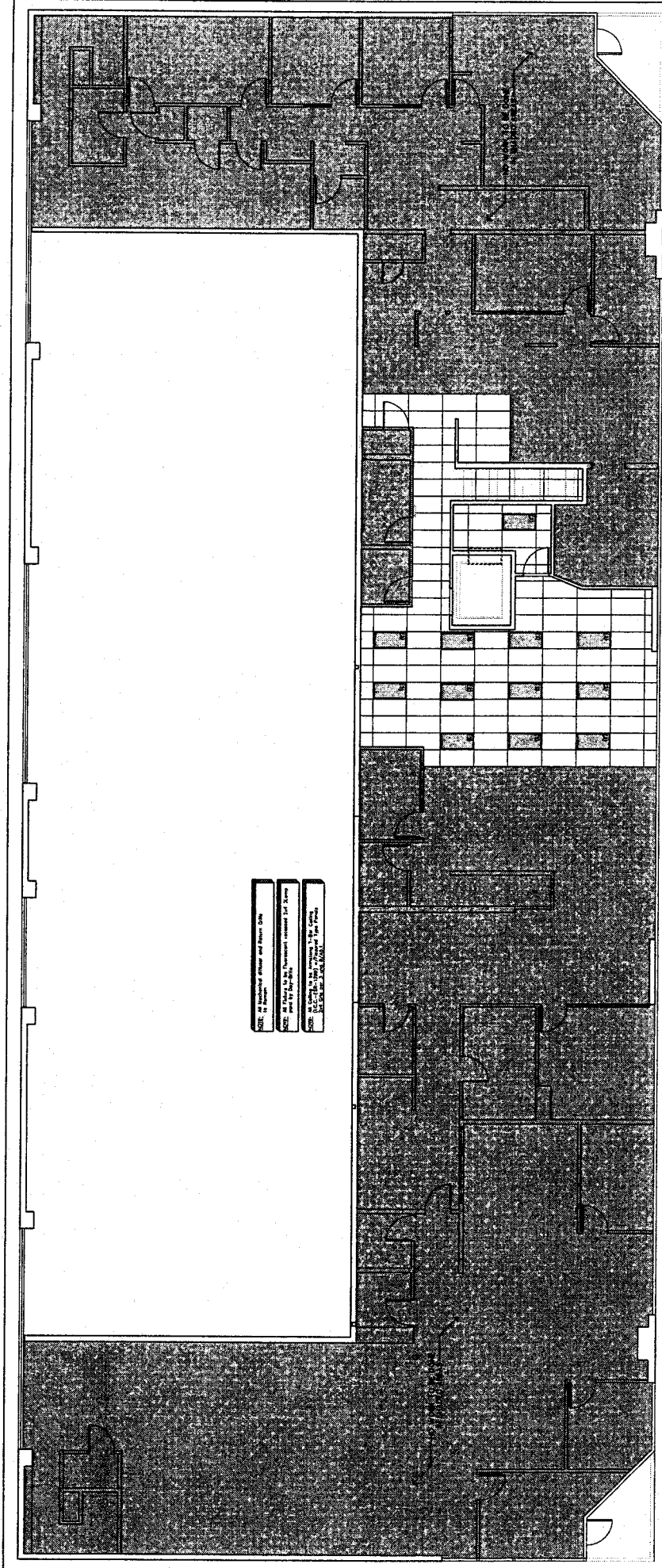
Riverside County District Attorney Offices

1-1000 Building Street, Suite 201, San Diego, CA 92101

DATE	DATE	SCALE	DATE
01/11/01	01/11/01	1/2" = 1'-0"	01/11/01
01/11/01	01/11/01	1/2" = 1'-0"	01/11/01
01/11/01	01/11/01	1/2" = 1'-0"	01/11/01

BUILDING-2
ELEVATOR SHAFT

A4.2



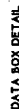
- NOTE: All dimensions shown are approximate.
- NOTE: All dimensions shown are approximate.
- NOTE: All dimensions shown are approximate.
- NOTE: All dimensions shown are approximate.

JMA
 James G. McIntosh
 Architect
 1000 N. Main Street
 Suite 200
 San Jose, CA 95128
 (408) 281-1111
 FAX: (408) 281-1112

Riverside County District Attorney's Offices

DRAWN: RJA		CHECKED: [Signature]	
DATE: May 14, 2003		SCALE: 1/4" = 1'-0"	
JOB NO: 1307		SHEET NO: A5.2	

BUILDING-1
 SECOND FLOOR
 FINISHED
 CEILING
 PLAN

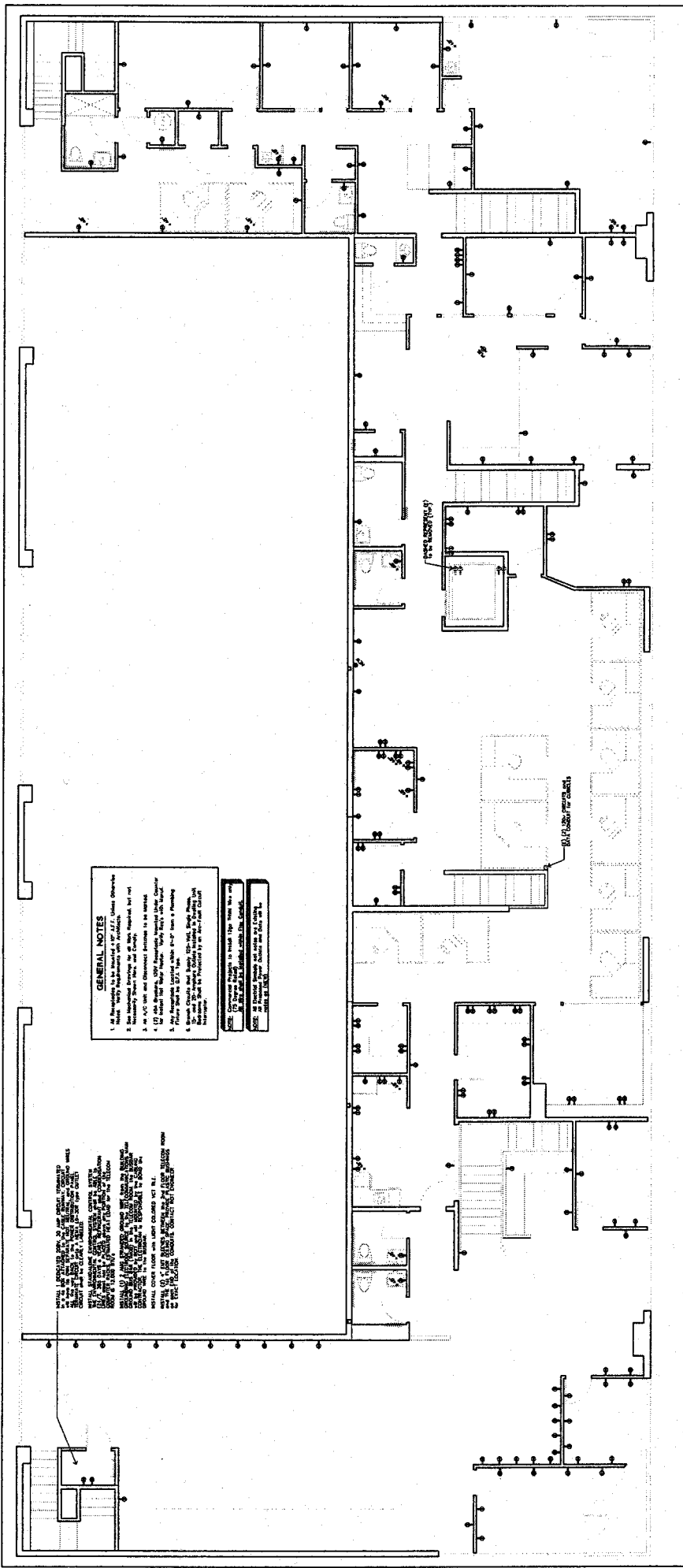


JMA

James G. McIntosh
Architecture and Engineering
72-000 El Paseo, Suite 201
Palo Alto, CA 94300
(760) 344-8155
FAX: (760) 344-0843

ELECTRICAL NOTES and SCHEDULES	DRWN	RA	
	CHECKED		
	DATE	May 24, 2010	
	SCALE	1/8" = 1' - 0"	
	JOB NO.	1307	

[illegible]



GENERAL NOTES

1. All dimensions to be finished 1/4" T.C. unless otherwise noted.
2. All work to be in accordance with the latest editions of the Building Code of the City of Riverside.
3. All work to be in accordance with the latest editions of the Building Code of the City of Riverside.
4. All work to be in accordance with the latest editions of the Building Code of the City of Riverside.
5. All work to be in accordance with the latest editions of the Building Code of the City of Riverside.
6. All work to be in accordance with the latest editions of the Building Code of the City of Riverside.
7. All work to be in accordance with the latest editions of the Building Code of the City of Riverside.
8. All work to be in accordance with the latest editions of the Building Code of the City of Riverside.
9. All work to be in accordance with the latest editions of the Building Code of the City of Riverside.
10. All work to be in accordance with the latest editions of the Building Code of the City of Riverside.

JMA

James M. Anderson
Architectural & Engineering
1000 E. Main Street, Suite 200
Riverside, CA 92501
Tel: (951) 514-1111

Riverside County District Attorney Offices

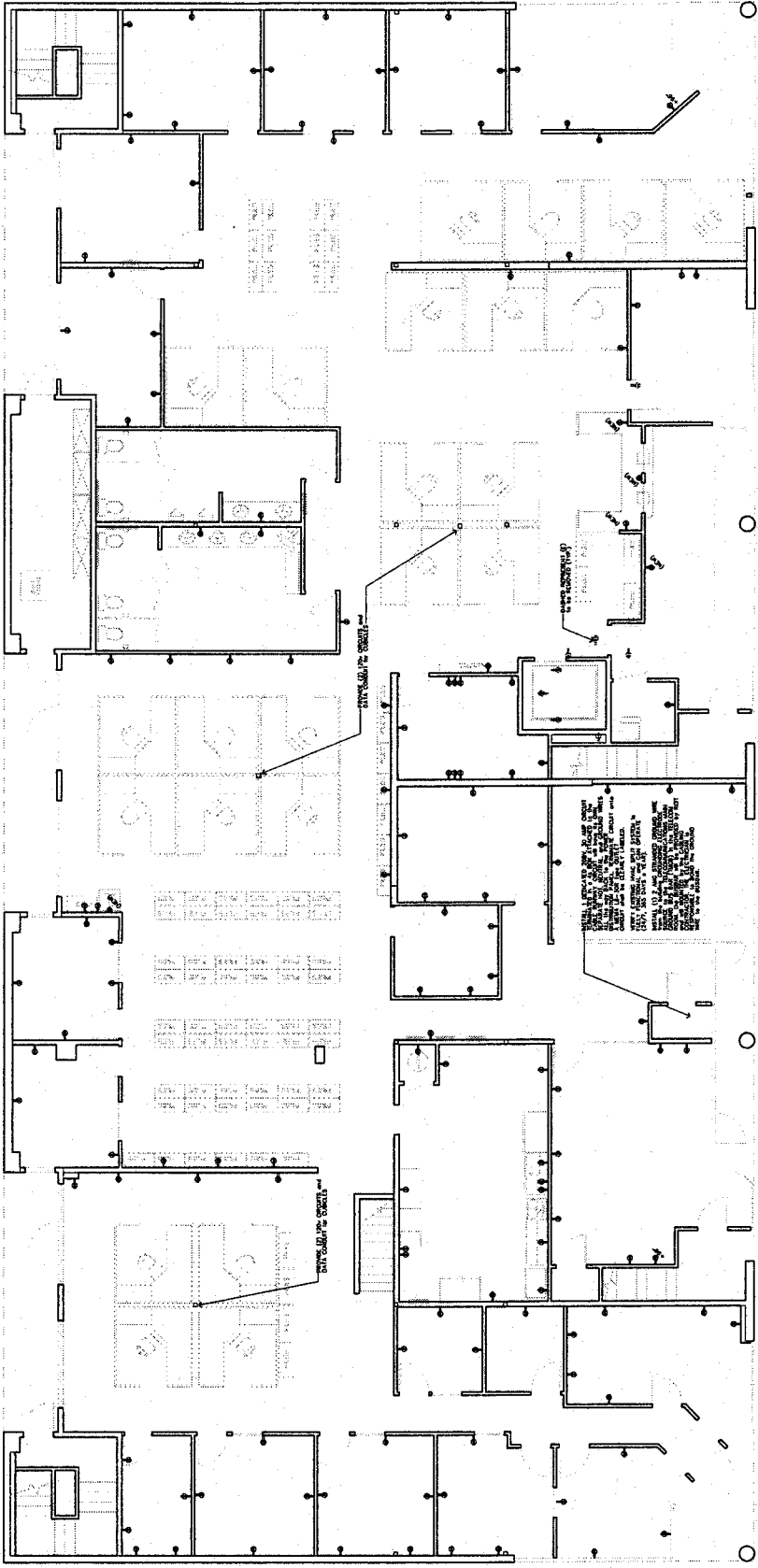
411-100 East Street, Suite 200, CA 92501

BUILDING ELECTRICAL PLAN

DATE: May 24, 2010
SCALE: 1/8" = 1'-0"
JOB NO: 1007

E2.2

- GENERAL NOTES**
1. All dimensions are to finished surfaces unless otherwise noted.
 2. See Mechanical Drawings for all duct, piping, and vent locations.
 3. Mechanical equipment shall be located as indicated.
 4. All mechanical equipment shall be located as indicated.
 5. All mechanical equipment shall be located as indicated.
 6. All mechanical equipment shall be located as indicated.
 7. All mechanical equipment shall be located as indicated.
 8. All mechanical equipment shall be located as indicated.
 9. All mechanical equipment shall be located as indicated.
 10. All mechanical equipment shall be located as indicated.
- NOTES:**
- 1. All dimensions are to finished surfaces unless otherwise noted.
 - 2. See Mechanical Drawings for all duct, piping, and vent locations.
 - 3. Mechanical equipment shall be located as indicated.
 - 4. All mechanical equipment shall be located as indicated.
 - 5. All mechanical equipment shall be located as indicated.
 - 6. All mechanical equipment shall be located as indicated.
 - 7. All mechanical equipment shall be located as indicated.
 - 8. All mechanical equipment shall be located as indicated.
 - 9. All mechanical equipment shall be located as indicated.
 - 10. All mechanical equipment shall be located as indicated.



JMA
James C. McIntosh
Architecture and Engineering
1000 Main Street, Suite 200
Riverside, CA 92501
Tel: (951) 514-8444

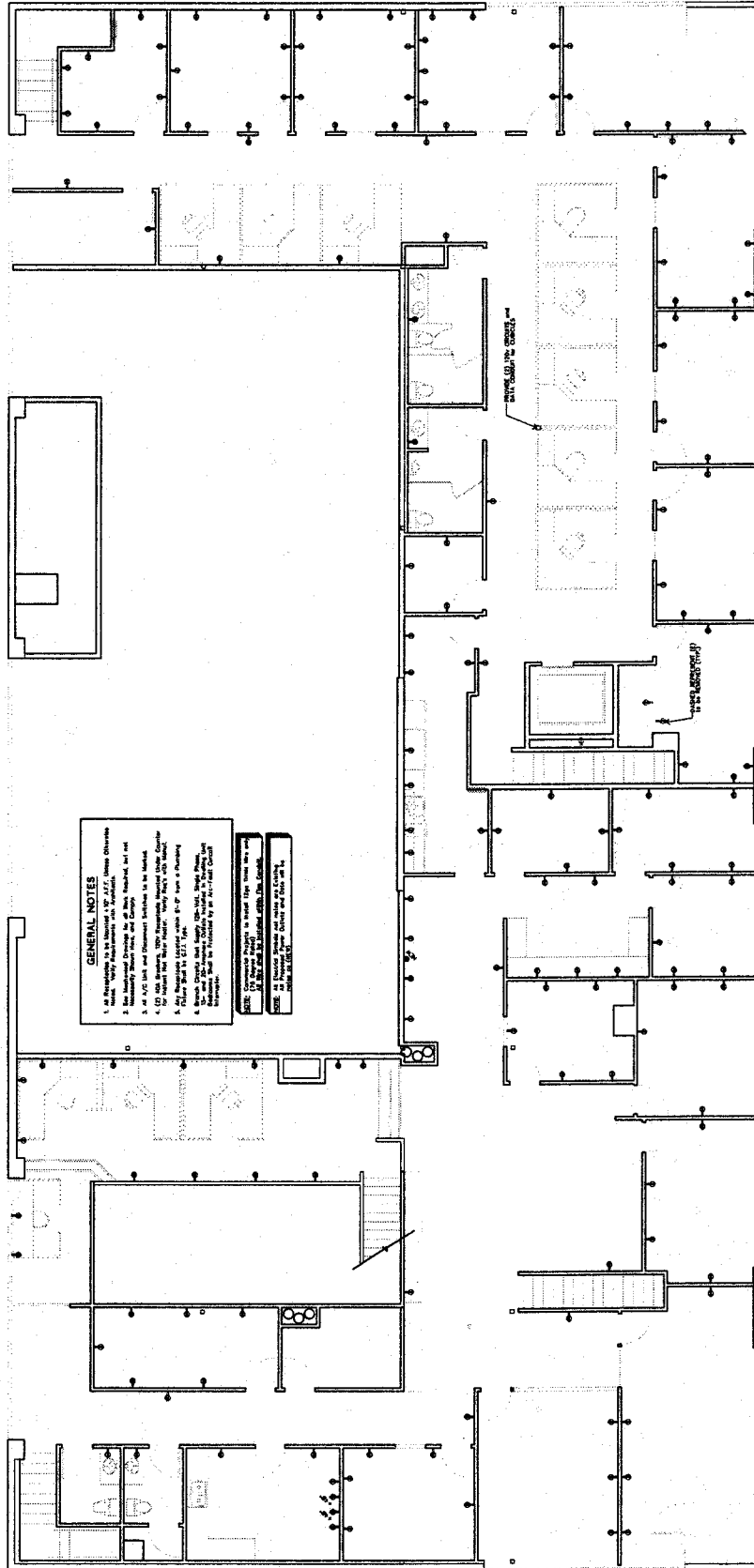
E2.3

**BUILDING-2
FIRST FLOOR
ELECTRICAL
PLAN**

Riverside County District Attorney's Offices

Project: Justice Center Phase II, E2.3

DATE: May 25, 2010
SCALE: 1/4" = 1'-0"
SHEET NO: 1307



- GENERAL NOTES**
1. All work shall be in accordance with the latest edition of the California Building Code (CBC).
 2. All materials and workmanship shall be in accordance with the latest edition of the California Building Code (CBC).
 3. All work shall be in accordance with the latest edition of the California Building Code (CBC).
 4. All work shall be in accordance with the latest edition of the California Building Code (CBC).
 5. All work shall be in accordance with the latest edition of the California Building Code (CBC).
 6. All work shall be in accordance with the latest edition of the California Building Code (CBC).
 7. All work shall be in accordance with the latest edition of the California Building Code (CBC).
 8. All work shall be in accordance with the latest edition of the California Building Code (CBC).
 9. All work shall be in accordance with the latest edition of the California Building Code (CBC).
 10. All work shall be in accordance with the latest edition of the California Building Code (CBC).
- NOTES:**
- 1. The project is to be completed in accordance with the latest edition of the California Building Code (CBC).
 - 2. The project is to be completed in accordance with the latest edition of the California Building Code (CBC).
 - 3. The project is to be completed in accordance with the latest edition of the California Building Code (CBC).
 - 4. The project is to be completed in accordance with the latest edition of the California Building Code (CBC).
 - 5. The project is to be completed in accordance with the latest edition of the California Building Code (CBC).
 - 6. The project is to be completed in accordance with the latest edition of the California Building Code (CBC).
 - 7. The project is to be completed in accordance with the latest edition of the California Building Code (CBC).
 - 8. The project is to be completed in accordance with the latest edition of the California Building Code (CBC).
 - 9. The project is to be completed in accordance with the latest edition of the California Building Code (CBC).
 - 10. The project is to be completed in accordance with the latest edition of the California Building Code (CBC).

JMA
 JAMES G. MCINTOSH
 ARCHITECTURE AND ENGINEERING
 1000 BROADWAY, SUITE 1000
 RIVERSIDE, CALIFORNIA 92507
 TEL: (951) 514-1000

Riverside County District Attorney Offices

1000 Broadway, Suite 1000, Riverside, CA 92507

**BUILDING-2
 SECOND FLOOR
 FLOOR PLAN**

DATE: May 14, 2013
 SCALE: 1/4" = 1'-0"
 JOB NO. 1307

E2.4

SHEET NO.

for the County of Riverside

Description

demo							\$11,950
-------------	--	--	--	--	--	--	-----------------

framing - labor and material					\$10,000
-------------------------------------	--	--	--	--	-----------------

electrical							\$35,900
-------------------	--	--	--	--	--	--	-----------------

Hvac							\$21,050
-------------	--	--	--	--	--	--	-----------------

Alarm							\$2,100
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T-Bar ceiling						\$8,900
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[illegible]

Drywall							\$39,200
----------------	--	--	--	--	--	--	-----------------

Finish Carpentry						\$4,975
-------------------------	--	--	--	--	--	----------------

cabinets	Lsa rec. 18 lf., 1-102 20 lf., 2-119 20 lf.	\$25,800
-----------------	--	-----------------

countertops						\$3,500
--------------------	--	--	--	--	--	----------------

ballistic glass	Lsa rec. 24 sf., 1-102 36 sf., 2-119 72 sf.		\$34,593
------------------------	--	--	-----------------

kevlar panels		240 sf total			\$9,890
----------------------	--	---------------------	--	--	----------------

flooring carpet and vinyl					\$8,750
---------------------------	--	--	--	--	---------

Window coverings						\$10,487
-------------------------	--	--	--	--	--	-----------------

carpet cleaning						\$5,155
-----------------	--	--	--	--	--	---------

ada signage, bath signs						\$2,200
-------------------------	--	--	--	--	--	---------

Fire extinguishers						\$3,000
--------------------	--	--	--	--	--	---------

parking lot fence and automated gate				\$37,069
total				\$87,089

Overhead/Profit/Liability Insurance					(12% of above)			\$37,219
Subtotal								\$257,265

Subtotal							\$547,331
-----------------	--	--	--	--	--	--	------------------

General Conditions

supervision						\$20,800
--------------------	--	--	--	--	--	-----------------

general labor, surface protection					\$12,200
--	--	--	--	--	-----------------

jobsite trash bin						\$5,000
--------------------------	--	--	--	--	--	----------------

construction cleanup						\$7,600
-----------------------------	--	--	--	--	--	----------------

final cleaning(excludes windows)					\$9,000
---	--	--	--	--	----------------

Misc expenses, blueprints, shipping				\$2,000
--	--	--	--	----------------

overhead/profit/liability insurance					\$6,792
-------------------------------------	--	--	--	--	---------

subtotal							\$63,392
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[illegible][illegible]

Fees and percents						\$3,000
						\$20,000

SUBTOTAL							\$23,000
-----------------	--	--	--	--	--	--	-----------------

contingency 15%							\$65,149
Total							\$499,478
Paint and Drywall Breakdown							
<u>BUILDING 1, 1st floor;</u>							
Lobby-A (1-114) and B new walls; LSA reception and office new walls and tie-ins;							
Supervisor office tie-ins at wall removal; waiting room/reception 1-102; 1-103; victim							
services area new walls and tie-ins							
<u>BUILDING 1, 2nd floor;</u>							
Patch and paint after mirror removals at 1-225 & 1-221;							
Patch and paint after wall paper removal at 1-219 & 1-220;							
tie-ins at hallway walls and door removals; patch holes and paint 1-201 & 1-202							
<u>BUILDING 2, 1st floor;</u>							
Patch holes from cabinets and paint at 2-123 and file wall; 2-124-126; 2-120-122;							
new walls at reception area 2-119A & B; 2-118							
2-112; 2-113; 2-107; 2-108 new wall; 2-109; 2-101 2-102;							
<u>BUILDING 2, 2nd floor;</u>							
Patch and paint at all TV bracket removals, 2-201; 2-202; 2-208-210; 2-213-214;							
**Includes painting entire rooms at patch & paint,							
patching and painting at all electrical and HVAC relocations.							

Elevators							
Demo							\$10,500
shoring							\$7,000
concrete							\$12,700
backfill and compaction							\$4,500
compaction testing and special inspections							\$3,000
fire sprinkler modifications							\$10,000
framing							\$23,000
special hardware							\$2,000
electrical							\$7,000
hvac							\$16,000
drywall							\$11,900
paint							\$3,700
elevators							\$126,000
interior finish of elevators							\$5,000
low voltage and communications							\$6,000
supervision							\$10,400
general labor/surface protection							\$4,300
barricades (interior)							\$5,500
Final Clean							\$3,000
overhead/profit/liability insurance 12%							\$32,580
Contingency 15%							\$45,612
Sub total	elevators						\$349,692