

146

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



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:

June 20, 2013

SUBJECT: Lease Agreement – Public Defender, 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: \$ 354,517
Current F.Y. Net County Cost: \$ 0
Annual Net County Cost: \$ 0

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

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: Eastern Region Detention Center Project Budget

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

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY *Jennifer L. Sargent*
Jennifer L. Sargent

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 2, 2013

xc: EDA, Public Defender, CIP, Auditor

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.:

District: 4/4

Agenda Number:

3-13

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

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 3.19, 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. 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 East County Detention Center, 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 District Attorney and the Offices of the Public Defender) 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 Public Defender.

(Continued)

BACKGROUND: (Continued)

The 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:	Chandrashekar Family Trust 81-719 Dr. Carreon Boulevard, Suite A Indio, California 92201
Premises:	81-710 Dr. Carreon Boulevard, Suites C,D,G,H Indio, California 92201
Size:	12,338 square feet
Term:	Two (2) years commencing upon completion and acceptance of tenant improvements. Occupancy anticipated for August 1, 2013.
Rent:	\$1.50 per sq. ft. \$18,507.00 per month \$222,084.00 per year
Annual Adjustment:	Three percent
Utilities:	County to pay for electrical and telephone; Lessor provides all others.
Custodial:	Lessor to provide; County will reimburse on a monthly basis.
Maintenance:	Lessor to provide; County to reimburse for interior maintenance.
Termination:	County has the right to terminate the Lease with sixty days notice after eighteen months.
RCIT:	\$59,780.00
Improvements:	Lessor to complete improvements. County will reimburse upon completion and acceptance. Cost not to exceed \$64,448.00, which includes a \$5,000.00 contingency for any additional items requested by County which are not included in the original scope of work.

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 Eastern Region Detention Center Project Budget.

Attachments: Exhibit A, Exhibit B, Lease

Exhibit A

Public Defender Lease Cost Analysis FY 2013/14 81-719 Dr. Carreon, Indio, California

Total Square Footage to be Leased:

EXPECTED AMOUNTS

Current office: 12,338 SQFT

Total Expected Lease Cost for FY 2013/14

ACTUAL AMOUNTS

Current Office: 12,338 SQFT
SQFT

Approximate Cost per SQFT (Aug - Jun) \$ 1.50

Lease Cost per Month (Aug - Jun) \$ 18,507.00

Total Lease Cost (Aug - Jun) \$ 203,577.00

\$ -

Total Actual Lease Cost for FY 2013/14

\$ 203,577.00

Total Lease Cost Variance for FY 2013/14

\$ 203,577.00

Estimated Additional Costs:

EXPECTED AMOUNTS

Utility Cost per Square Foot \$ 0.12

Estimated Utility Costs per Month (Aug - Jun) \$ 1,480.56

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 (Aug - Jun) \$ 1,480.56

Total Estimated Actual Utility Cost for FY 2013/14 \$ 16,286.16

RCIT \$59,780

Tenant Improvements \$64,448.00

EDA Lease Management Fee (Based @ 3.89%)

\$ 10,426.17

Total Estimated Actual Cost for FY 2013/14

\$ 150,940.33

Total Estimated Cost Variance for FY 2013/14

\$ 150,940.33

TOTAL ESTIMATED COST FOR FY 2013/14

\$ 354,517.33

Exhibit B

Public Defender Lease Cost Analysis FY 2014/15 81-719 Dr. Carreon Blvd., Indio, California

Current Square Feet Occupied:

Current Office:	12,338	SQFT	
Approximate Cost per SQFT (July)	\$	1.50	
Approximate Cost per SQFT (Aug - Jun)	\$	1.55	
Lease Cost per Month (July - Sept)		\$	18,507.00
Lease Cost per Month (Oct - June)		\$	19,123.90
Total Lease Cost (July)		\$	18,507.00
Total Lease Cost (Aug - June)		\$	210,362.90
Total Expected Lease Cost for FY 2014/15		\$	228,869.90

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month (July - June)		\$	1,480.56
Total Estimated Utility Cost for FY 2014/15		\$	17,766.72
EDA Lease Management Fee (Based @ 3.89%)		\$	8,903.04
TOTAL ESTIMATED COST FOR FY 2014/15		\$	255,539.66

1 (b) Any holding over by County after the expiration of said term shall be deemed a
2 month-to-month tenancy upon the same terms and conditions of this Lease provided however,
3 that monthly rent shall be due in the amount of 100% of the rent due at the regular expiration of
4 this Lease

5 **4. Option to Extend.** County shall have the option to extend the term of
6 this Lease for a separate and consecutive two six (6) month periods, which option shall be
7 exercised by County giving Lessor notice of its election thereof, in writing, no later than sixty
8 (60) days prior to the expiration of the initial term of this Lease.

9 **5. Rent.**

10 (a) County shall pay the sum of Eighteen Thousand Five Hundred Seven Dollars
11 and 00/100 (\$18,507.00) per month to Lessor as rent for the leased premises, payable, in
12 advance, on the first day of the month without deduction or offset; provided, however, in the
13 event County cannot take useful occupancy of the leased premises until after the first day of
14 the month, the rentals for the first and last months shall be pro-rated on a thirty (30) day
15 calendar basis, payable on the date of occupancy for the first month and on the first day of the
16 last month, or as soon thereafter as a warrant can be issued in the normal course of County's
17 business.

18 (b) Notwithstanding the provisions of Paragraph 5(a) herein, the monthly rent shall
19 be increased on each anniversary of this Lease by an amount equal to three (3%) percent of
20 such monthly rental. In the event County exercises their option to extend the lease pursuant to
21 paragraph 4 above, the annual rent shall be increased three (3%) percent.

22 **6. Custodial.**

23 (a) **Custodial Services.** Lessor shall provide, or cause to be provided, and pay for
24 all custodial services in connection with the Leased Premises and such services shall be
25 provided as set forth in the attached Exhibit B. In addition to the monthly rent as set forth in
26 paragraph 5, County shall reimburse Lessor on a monthly basis for custodial service and pay a
27 five (5%) percent administrative fee. The monthly cost for Custodial Services including the five
28 (5%) percent fee shall not exceed \$3,622.70 per month subject to any increases during the

1 term of this lease. The provider of such custodial services will perform background checks
2 through LiveScan or in the manner specified by County, of qualified permanent and temporary
3 employees to determine their suitability for employment. The provider will be bonded in the
4 sum of \$10,000.00, and proof of such insurance, as supplied by the Lessor, shall be furnished
5 prior to occupancy of Premises by County. In addition to bonding as required herein, Lessor
6 shall also receive proof of statutory workers' compensation insurance, commercial general
7 liability and vehicle liability insurance from the provider of any custodial functions performed at
8 the Premises location.

9 **7. Utilities.** County shall pay for all electric and telephone services used in
10 connection with the leased premises. Lessor shall provide, or cause to be provided, and pay for
11 the following: water, gas, refuse collection and sewer services, as may be required in the
12 maintenance, operation and use of the leased premises.

13 **8. Maintenance.**

14 (a) Lessor warrants that the leased premises shall be in good and suitable condition
15 for the uses contemplated herein at such time as County can take useful occupancy. Lessor
16 shall keep the interior of the leased premises in good condition, and in compliance with all
17 federal, state and local laws, ordinances, rules, codes and regulations including but not limited
18 to fire, health and safety. Lessee shall reimburse Lessor for interior maintenance requested on
19 a monthly basis, Lessor to provide an itemized statement. Lessor shall maintain the exterior of
20 the leased premises, insect/pest control services, air conditioning equipment, heating
21 equipment, plumbing, electrical wiring and fixtures, windows and structural parts, in good
22 working condition and repair and in compliance with all laws, ordinances, rules and regulations,
23 including, but not limited to, the Americans with Disabilities Act. Lessor shall have the right to
24 enter the premises at all times as necessary to carry out its responsibilities under this lease.

25 (b) Notwithstanding the provisions contained in Paragraph 8(a) above, in the event
26 an emergency including a failure of the A/C or HVAC, arises which requires or necessitates
27 repairs to the leased premises in order to insure the health and safety of persons or property or
28 both, and Lessor fails, or refuses, to make such repairs in an expeditious manner after written

1 notice from County, County may undertake such repairs and notify Lessor thereof in writing
2 promptly thereafter.

3 **9. Improvements by Lessor.**

4 (a) Lessor shall prepare the leased premises for useful occupancy as shown on
5 Exhibit C, attached hereto and by this reference made a part of this Lease in an amount not to
6 exceed \$64,448.00 which includes a \$5,000.00 contingency for any additional items requested
7 by County which are not included in the original scope of work. The cost of said improvements
8 shall be set forth in an itemized statement including contingency and included in Exhibit C.
9 Upon completion and acceptance of all tenant improvements Lessor shall provide an itemized
10 invoice to County within 30 days. Payment shall be made by County to Lessor within 45 days
11 of receipt of itemized statement.

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

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

18 (d) Upon vacating the premises County shall restore the premises to the condition
19 prior to installation of the improvements.

20 **10. Improvements by County.**

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

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

1 premises, or in the event it does, the premises shall be restored to their original condition prior
2 to the removal of the same.

3 **11. Indemnification and Hold Harmless.**

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

12 (b) County shall indemnify and hold harmless the Lessor Parties from any liability,
13 including, but not limited to, property damage, bodily injury, or death or from any services
14 provided by County Parties, or any act, error, omission, of County Parties, employees of the
15 Public Defender's office and their clients, witnesses and related parties or of any invitee, guest,
16 or licensee of County in, on, or about the Project arising out of, from or in any way relating to
17 this Lease. County shall defend at its sole cost and expense, including, but not limited to,
18 reasonable attorney fees, cost of investigation, defense and settlements or awards, on behalf
19 of the Lessor Parties in any claim or action based upon such liability. "County Parties" means
20 any official, officer, employee, agent or representative of the County. "Lessor Parties" means
21 Lessor and Lessor's affiliates, officers, directors, employees, agents and representatives.

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

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

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

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

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

14 **12. Insurance.**

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

19 (1) **Commercial General Liability.** Commercial General Liability Insurance
20 coverage, including but not limited to, premises liability, contractual liability, products/completed
21 operations, personal and advertising injury, cross liability coverage, property damage, and
22 personal injury arising out of or relating, directly or indirectly, to the design, construction,
23 maintenance, repair, alteration and ownership of the Premises and all areas appurtenant
24 thereto including claims which may arise from or out of Lessor's operations, use, and
25 management of the Premises, or the performance of its obligations hereunder. Policy shall
26 name the County of Riverside, its Special Districts, Agencies, Districts and Departments, their
27 respective Directors, Officers, Board of Supervisors, elected and appointed officials,
28 employees, agents, independent contractors or representatives as an Additional Insured.

1 Policy limits shall not be less than \$1,000,000 per occurrence. If such insurance contains a
2 general aggregate limit, it shall apply separately to this Lease or be no less than two (2) times
3 the occurrence limit.

4 (2) **Property (Physical Damage).**

5 (1) All-Risk real property insurance coverage, for the full replacement
6 cost value of buildings, structures, fixtures, all improvements therein, and building systems on
7 the Project as the same exists at each early anniversary of the term.

8 (2) During such time, prior to the commencement of this Lease while
9 Lessor is preparing the Premises in accordance with Exhibit B, Lessor shall keep or require its
10 Contractor to keep in full force and effect, a policy of Course of Construction Insurance
11 covering loss or damage to the Premises for the full replacement value of such work. The
12 Named Insured shall include the Lessor, County and Contractor as their interests appear.

13 Lessor or its Contractor shall be responsible for any deductible payments that result
14 from a loss at the Premises under this coverage. If, at the time of any loss to the property
15 described on Exhibit B, it is determined that the insurance has not been carried or the
16 insurance does not cover the loss of property being installed, the Lessor shall be responsible to
17 pay the loss without contribution from the County.

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

22 (1) **Commercial General Liability.** Commercial General Liability Insurance
23 coverage, including but not limited to, premises liability, contractual liability, products/completed
24 operations, personal and advertising injury, cross liability coverage and employment practices
25 liability covering bodily injury, property damage, and personal injury arising out of or relating,
26 directly or indirectly, to the maintenance, repair, alteration and ownership of the Premises and
27 all areas appurtenant thereto including claims which may arise from or out of Lessee's
28 operations, use, and management of the Premises, or the performance of its obligations

1 hereunder. Policy shall name the Lessor its employees, agents, independent contractors or
2 representatives as an Additional Insured. Policy limits shall not be less than \$1,000,000 per
3 occurrence. If such insurance contains a general aggregate limit, it shall apply separately to
4 this Lease or be no less than two (2) times the occurrence limit.

5 (2) County may obtain insurance coverage for Counties personal property,
6 fixtures and improvements, but in no event shall Lessor be responsible for loss or damage to
7 the same.

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

13 (j) **General Insurance Provisions — All Lines.**

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

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

1 (3) At the inception of this Lease and annually at the Lessor's or County's
2 insurance policy renewal date(s), the Lessor or County shall cause their insurance carrier(s) to
3 furnish the County of Riverside or Lessor with 1) a properly executed original Certificate(s) of
4 Insurance and certified original copies of Endorsements effecting coverage as required herein;
5 or, 2) if requested to do so orally or in writing by the County Risk Manager or Lessor, provide
6 original Certified copies of policies including all Endorsements and all attachments thereto,
7 showing such insurance is in full force and effect. Further, said Certificate(s) and policies of
8 insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty
9 (30) days written notice be given to the County of Riverside or Lessor prior to any material
10 modification or cancellation of such insurance. In the event of a material modification or
11 cancellation of coverage, this Lease shall terminate forthwith, unless the County of Riverside or
12 Lessor receives, prior to such effective date, another properly executed original Certificate of
13 insurance and original copies of endorsements or certified original policies, including all
14 endorsements and attachments thereto evidencing coverage and the insurance required herein
15 is in full force and effect. Individual(s) authorized by the insurance carrier to do so on its behalf
16 shall sign the original endorsements for each policy and the Certificate of Insurance. The Lease
17 term shall not commence until the County of Riverside or Lessor has been furnished original
18 Certificates of Insurance and certified original copies of endorsements or policies of insurance
19 including all endorsements and any and all other attachments as required in this Section.

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

25 **13. Options to Terminate.**

26 (a) In the event County cannot take useful occupancy ninety (90) days from final
27 execution of this Lease, subject to extension for acts of God, force majeure and other events
28 beyond the control of Lessor's contractor, then County may, at its election, either (1) deduct

1 from any rents that may become due hereunder the sum of \$624.00 for each day the leased
2 premises are not prepared for useful occupancy as liquidated damages for failure to provide
3 useful occupancy in a timely manner as prescribed hereunder. Lessor and County agree that
4 such damages are to be one of the mutually exclusive remedies, as prescribed in this
5 Paragraph 13, for such failure, in that at the time of entering into this Lease it would be
6 impractical and extremely difficult to fix the actual damages that would flow from Lessor's
7 failure to provide useful occupancy in a timely manner, including, but not limited to, the
8 difference in money between the total sum to be paid by County to another party for rent to
9 lease such party's real property, if the rental hereunder is less than the rental to be paid such
10 other party, or (2) cancel this Lease one hundred and twenty (120) days after final execution of
11 this Lease and Lessor hereby waives any and all rights that it may have against County for any
12 costs, expenses and/or charges that Lessor may have incurred as a result of preparing the
13 leased premises for occupancy.

14 (b) County or Lessor shall have the option to terminate this Lease if the leased
15 premises are destroyed or damaged (exclusive of County's alterations or improvements) to the
16 extent that they cannot be repaired within sixty (60) days. If the damage can be repaired within
17 sixty (60) days and if Lessor has received insurance proceeds sufficient to repair such damage,
18 it shall be the duty of the Lessor to make such repairs promptly, and during said period, the
19 rent shall abate pro rata as to any portion of the leased premises not usable by the County.

20 (c) The County shall have the option to terminate this Lease after 18 months of
21 occupancy, by providing Lessor sixty (60) days' notice thereof in writing.

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

Lessor:

24 County:
25 County of Riverside/EDA
26 Real Estate Division
27 3403 10th Street, Suite 500
28 Riverside, California 92501

Jambur E. Chandrashekar, MD
81-719 Doctor Carreon Blvd., Suite A
Indio, California 92201

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

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

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

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

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

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

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

26 **21. Entire Lease.** This Lease is intended by the parties hereto as a final expression
27 of their understanding with respect to the subject matter hereof and as a complete and
28 exclusive statement of the terms and conditions thereof and supersedes any and all prior and

1 contemporaneous leases, agreements and understandings, oral or written, in connection
2 therewith. This Lease may be changed or modified only upon the written consent of the parties
3 hereto.

4 **22. Interpretation.** The parties hereto have negotiated this Lease at arm's length
5 with advice of their respective attorneys, and no provision contained herein shall be construed
6 against County solely because it prepared this Lease in its executed form.

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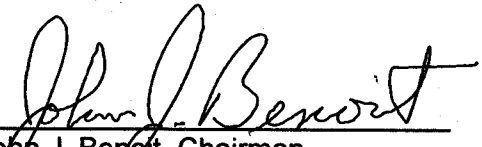
1 **23. Assignment.** County may not assign this Lease without the prior written
2 consent, not unreasonably withheld, of the Lessor.

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

5 Dated: JUL 02 2013

7 COUNTY OF RIVERSIDE

CHANDRASHEKAR FAMILY TRUST

8
9 By: 
10 John J. Benoit, Chairman
11 Board of Supervisors

By: 
Jambur E. Chandrashekar, MD
Trustee

12 Attest:
13 Kecia Harper-Ihem
14 Clerk of the Board

15 By: 
16 Deputy

17
18 Approved as to Form:
19 Pamela J. Walls
20 County Counsel

21 By: 
22 Patricia Munroe, Deputy

23
24
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26 TW:ra/061913/15.888 S:\Real Property\TYPING\Docs-15.500 to 15.999\15.888.doc

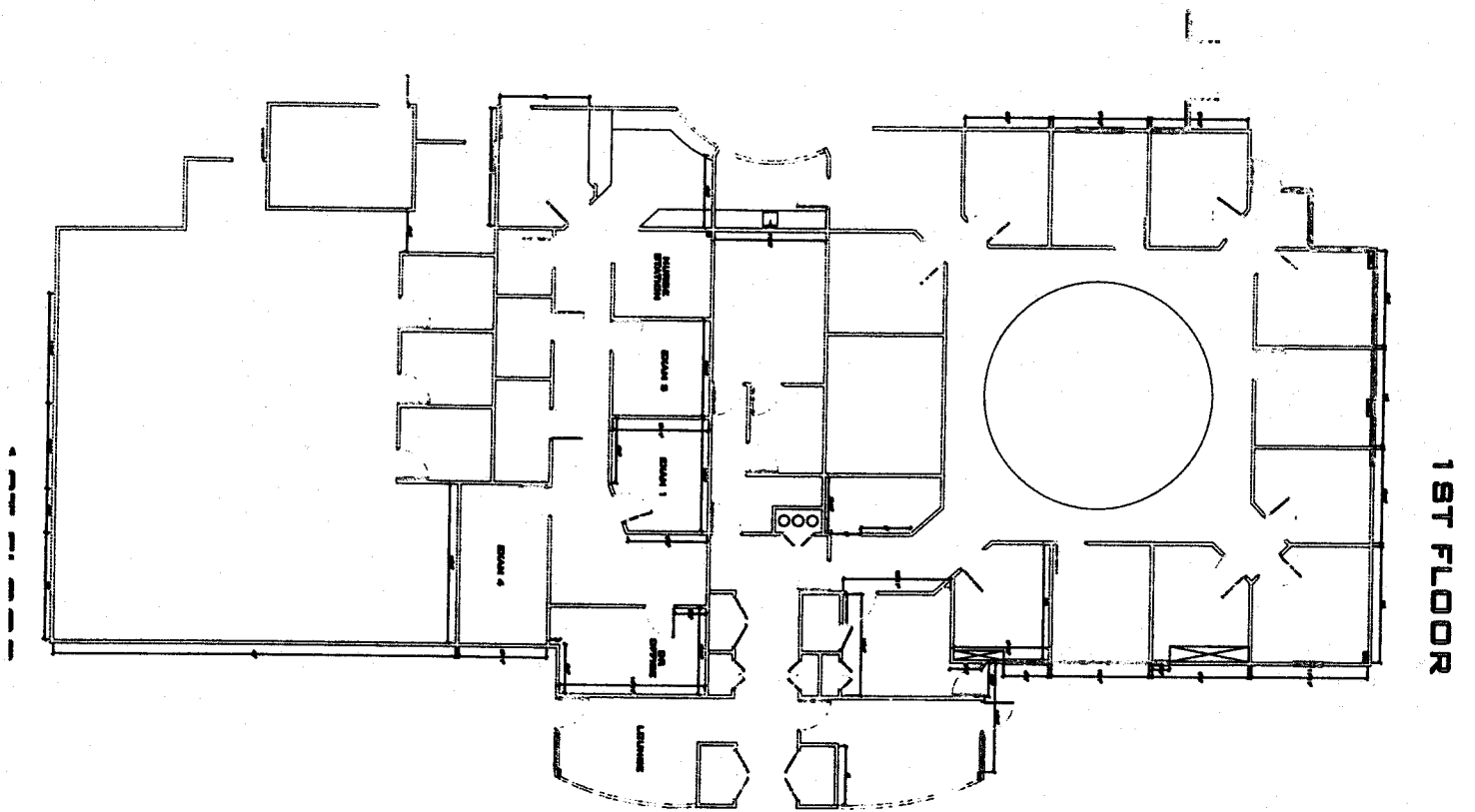
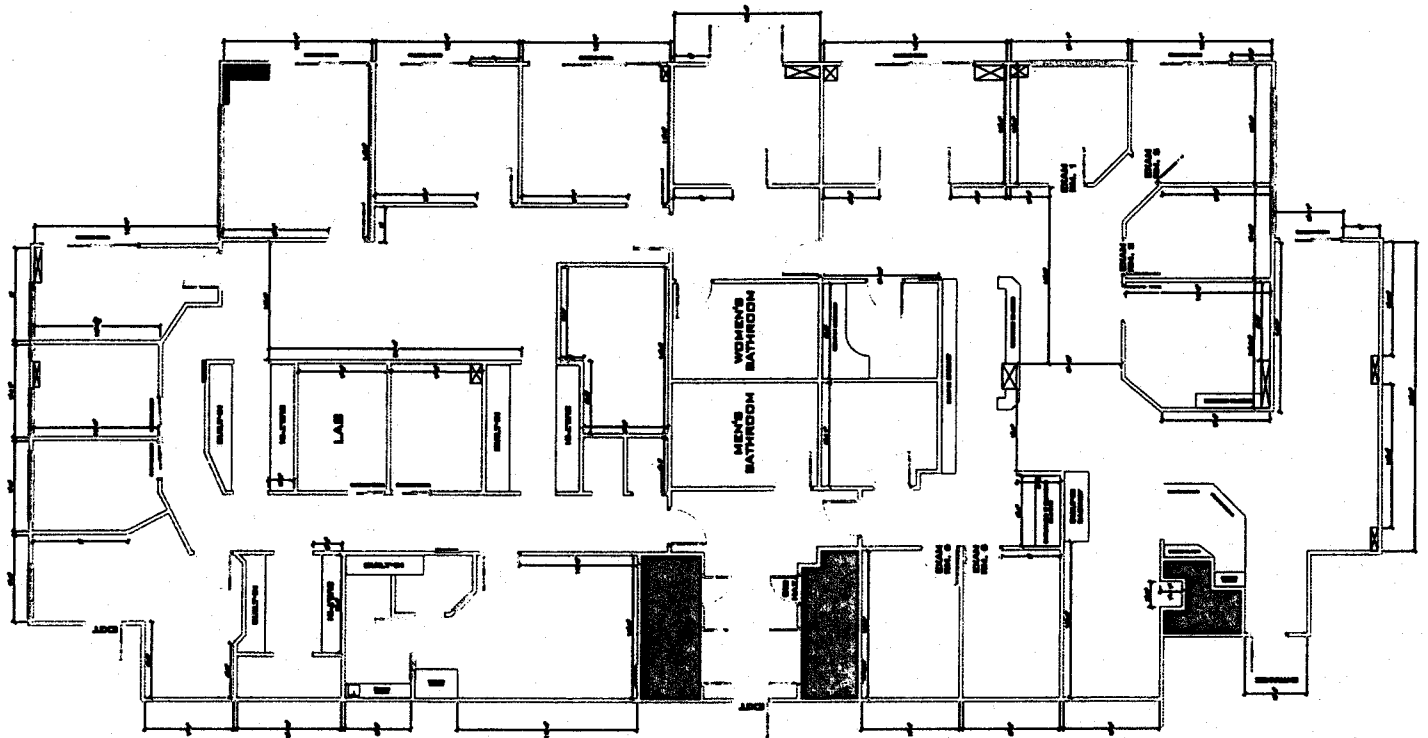


EXHIBIT A

<div style="display: flex; align-items: center;"> <div> Business Interiors <i>"Elevate your Workplace"™</i> </div> </div>		CLIENT: INDIO PUBLIC DEFENDER'S OFFICE ADDRESS: CITY, STATE, ZIP 1ST & 2ND FLOOR	
		PROJECT # 6106 DATE: 5-8-13 ACCOUNT DESC: PAL MARTELLO FILE: 1001 NO1 CHECKED BY: - DRAWING NO: - REVISIONS: -	
NETWORKS: 01 60-45 02 60-45 03 60-45 04 60-45 05 60-45 06 60-45 07 60-45 08 60-45 09 60-45 10 60-45 11 60-45 12 60-45 13 60-45 14 60-45 15 60-45 16 60-45 17 60-45 18 60-45 19 60-45 20 60-45 21 60-45 22 60-45 23 60-45 24 60-45 25 60-45 26 60-45 27 60-45 28 60-45 29 60-45 30 60-45 31 60-45 32 60-45 33 60-45 34 60-45 35 60-45 36 60-45 37 60-45 38 60-45 39 60-45 40 60-45 41 60-45 42 60-45 43 60-45 44 60-45 45 60-45 46 60-45 47 60-45 48 60-45 49 60-45 50 60-45 51 60-45 52 60-45 53 60-45 54 60-45 55 60-45 56 60-45 57 60-45 58 60-45 59 60-45 60 60-45 61 60-45 62 60-45 63 60-45 64 60-45 65 60-45 66 60-45 67 60-45 68 60-45 69 60-45 70 60-45 71 60-45 72 60-45 73 60-45 74 60-45 75 60-45 76 60-45 77 60-45 78 60-45 79 60-45 80 60-45 81 60-45 82 60-45 83 60-45 84 60-45 85 60-45 86 60-45 87 60-45 88 60-45 89 60-45 90 60-45 91 60-45 92 60-45 93 60-45 94 60-45 95 60-45 96 60-45 97 60-45 98 60-45 99 60-45 100 60-45		SCALE: 1/8"=1'-0" DRAWING TITLE: DWG NAME SHEET # 1	

#

2ND FLOOR



2ND FLOOR

**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.

PROJECT NAME: Riverside County TI / Shekar Medical Building

CONSTRUCTION SCOPE OF WORK

CC	TRADE DESCRIPTION	COMMENTS
	Building Costs	
	DEMOLITION	Soft Demo cabinet bottoms at 11 exam rooms. Stack for removal for storage. Uppers to remain Clean out procedure room. Move excess to Owners storage in Thermal Remove cabinets from office area behind reception, Suite C
	INT / EXT DOORS	Install electric release and closer to Suite D waiting room door Install new 30 68 SC door with privacy hardware and timely frame at new opening Suite H
	PLUMBING	Disconnect 11 sinks for demo Cut and cap feeds for 11 faucets in old exam rooms Run surface mount condensate for new AC unit to scrub sink tail piece
	DRYWALL PATCH	Figure 16 hours Drywall new wall at upper suite
	ACOUSTIC CEILING	Patch 6 tiles at JFK entry
	VINYL FLOOR	Patch vinyl at 4 exam rooms. Match as close as possible
	CARPET / BASE	Patch Carpet at new interview room & 11 exam rooms. Match as close as possible
	GLAZING	Install tempered glass window with pass thru and speaker between waiting and reception, Suite D Install fixed glass below handicap counter at reception Suite D Install panic hardware and T astrical at west facing double door Install 9 keyless combination entry locksets at exterior doors
	PAINTING	Figure 16 hours
	HVAC	Add 12,000 BTU wall mounted unit to new server room Service 6 existing AC units
	ELECTRICAL	Add 208V/30A circuit to new Server AC unit Run 1" conduit from lower server room to upper server room Troubleshoot and connect existing power supply to procedure room Install electric release to Suite D waiting room door Ring out and service existing lights. Figure 8 hours
	ALLOWANCE	Figure 16 hours at \$65 hr to hook up Tenant supplied office furniture
	CLEANING	Complete clean including window coverings, carpets, cabinets, doors, windows and floors
	PREVAILING WAGE	All labor costs figured as prevailing wage. No certified payroll figured
	RESTORATION	Restore 11 exam rooms to original configuration at end of lease period.

Tenant Improvements
81-719 Carreon Blvd., Suites C & D
Indio, California

Scope of Work

Demolition	\$ 1,885.00
Interior Doors	\$ 1,560.00
Rough Carpentry	\$ 700.00
Drywall	\$ 1,560.00
T-bar Ceiling	\$ 325.00
Vinyl Flooring	\$ 1,252.00
Carpet	\$ 2,263.00
Painting	\$ 1,150.00
Glazing	\$ 9,535.00
HVAC	\$ 5,162.00
Plumbing	\$ 3,950.00
Electrical	\$ 4,334.00
Electrical Hook-up Furniture	\$ 1,360.00
Cleaning	\$ 6,860.00
Restore 7 Exam Rooms End	
Of Lease Term	\$ 5,250.00
Contractor Contingency	<u>\$ 500.00</u>
Subtotal	\$47,646.00
General Conditions	\$ 4,700.00
OH/Profit	\$ 6,282.00
Const. Ins.	<u>\$ 821.00</u>
Total	\$59,448.00
County Contingency	<u>\$ 5,000.00</u>
Grand Total	\$64,448.00

EXHIBIT C