

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

637



FROM: Economic Development Agency

SUBMITTAL DATE:

January 28, 2016

SUBJECT: Lease Agreement, Emergency Management Department, Western Riverside, 5 Year Lease, District 2, CEQA Exempt, [\$1,274,446], 52% EMD Budget; 27% Contract Revenue, 21% Fire Department General Fund Budget

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities, and Section 15061 (b)(3), the common sense exemption;
2. Ratify the Lease and authorize the Chairman of the Board to execute the lease on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of the project.

BACKGROUND:

Summary (Commences on Page 2)

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Susana Garcia-Bocanegra 2/3/16

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 356,299	\$ 194,303	\$ 1,274,446	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 58,291	\$ 275,444	\$ 0	

SOURCE OF FUNDS: 52% EMD Budget; 27% Contract Revenue, 21% Fire Department General Fund Budget

Budget Adjustment: No
For Fiscal Year: 2015/16 – 20/21

C.E.O. RECOMMENDATION:

REVIEWED BY CIP

Ivan M. Chand 2/3/2016

APPROVE
BY:
Imelda Delos Santos

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: February 9, 2016
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 3-38 of 7/21/15 | District: 2 | Agenda Number:

3-31

FORM APPROVED COUNTY COUNSEL 1/25/16
 DATE
 BY: GREGORY P. PRAMOS
 Glenn Patterson, Deputy Chief Administration
 Kim Saruwatari, Director
 Emergency Management Department
 By: Kim Saruwatari

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

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

Economic Development Agency

FORM 11: Lease Agreement, Emergency Management Department, Western Riverside, 5 Year Lease, District 2, CEQA Exempt, [\$1,274,446], 52% EMD Budget; 27% Contract Revenue, 21% Fire Department General Fund Budget

DATE: January 28, 2016

PAGE: 2 of 3

BACKGROUND:

Summary

On July 21, 2015 the Board of Supervisors approved an Approval In-Principle minute order directing EDA's Real Estate Division to identify suitable space consisting of approximately 5,000-6,000 square feet to support the Emergency Management Department (EMD) in the City of Riverside. To assist EMD with their request for additional space and to centralize the emergency management functions, EDA has negotiated a five year lease at Riverwalk where two Divisions of EMD, the Riverside Emergency Medical Services Agency (REMSA) and Public Health Emergency Preparedness and Response (PHEPR), are currently located. EDA Real Estate has negotiated a sizeable tenant improvement credit of \$305,399.46, to offset the total amount of tenant improvements thereby reducing the cost of the tenant improvements to \$182,036.

The improvements will include telecom and IT infrastructure, several offices, HVAC, carpet, paint, VCT, cabinets and an operable partition in the conference room. Window micro shades will also be installed on all exterior windows. EMD will pay for any overages outside of the allowance upon completion, acceptance and approval by the County.

EMD will lease this space for approximately five years, with an option to terminate after three years in the event the County builds a new Emergency Operations Center (EOC). A new EOC will include office space to house the entire Department: EMD Administration; REMSA and PHEPR (both previously with the Department of Public Health); and the Office of Emergency Services (previously with Riverside County Fire). The costs associated with the lease at Riverwalk do not include moving the EOC.

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1-Existing Facilities and Section 15061 (b) (3), the common sense exemption. The proposed project, the Lease, is the letting of property involving existing facilities with tenant improvement alterations and no negligible expansion of an existing use will occur.

The Lease is summarized as follows:

Location: 4210 Riverwalk, Suite 320 and Suite 370, Riverside County

Lessor: Davenport Riverwalk Partners LLC

Size: Suite 320 1,736 Sq. Ft., Suite 370 5,479 Sq. Ft., for a total of 7,215 Sq. Ft.

Term: Five Years, commencing upon completion, approval and acceptance of tenant improvements. Estimated commencement date: January 1, 2016 thru December 31, 2020

Options: First option to extend the five year Lease term for one year
Second option to terminate after year three
Options require one hundred eighty days written notice to Lessor

(Continued)

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

Economic Development Agency

FORM 11: Lease Agreement, Emergency Management Department, Western Riverside, 5 Year Lease, District 2, CEQA Exempt, [\$1,274,446], 52% EMD Budget; 27% Contract Revenue, 21% Fire Department General Fund Budget

DATE: January 28, 2016

PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

Rent: \$ 14,502.15 Per Month
 \$ 174,025.80 Per Year

Annual Escalator: Three percent

Tenant Improvements: The tenant improvements shall not exceed \$182,036.00. The improvement allowance includes a 15% contingency.

RCIT: \$70,970.00

Maintenance: Lessor

Utilities: Lessor shall provide trash and sewer service, County shall pay for electricity and phone service

Custodial: Lessor

Impact on Citizens and Businesses

EMD remaining at this site and expanding the space to include the operations of OES and EMD Administration will allow for better utilization of resources, maximization of cross-training opportunities, and overall enhanced emergency management capabilities for Riverside County. The integration of staff and resources will allow EMD to expand preparedness and response capabilities and to minimize the impact of incidents or disasters on the residents and businesses of Riverside County.

SUPPLEMENTAL:

Additional Fiscal Information

See attached Exhibits A, B & C. The total cost for the 5 year lease is \$1,274,446. As shown on Exhibit A, EMD will cover the FY 15/16 costs of \$356,298.51 using departmental salary savings and fund balances. In FY 2016/17, EMD will propose a budget of \$64,120 for lease costs and will work closely with the Riverside County Fire Department to allocate an additional \$71,892 in revenue from contract cities for services provided by EMD. The \$58,291 remaining balance for FY 2016/17 lease costs will come from the Fire Department's general fund budget as shown in Exhibit B. Therefore, the percentage mix of revenue sources throughout the term of the lease starting in FY 2016/17 is approximately: 52% EMD budget, 27% Contract revenue, 21% General fund (Fire's budget)

Contract History and Price Reasonableness

The lease rate is deemed competitive based upon the current market.

Attachments:

- Exhibits A, B & C
- Lease
- Notice of Exemption
- Aerial Image

Exhibit A

FY 2015/16

Emergency Management Department
4210 Riverwalk, Suite's 320 & 370, Riverside

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	7,215	SQFT	
Approximate Cost per SQFT (Jan. - June)	\$	2.01	
Lease Cost per Month (Jan. - June)		\$	14,502.15
Total Lease Cost (Jan. - June)			\$ 87,012.90
Total Estimated Lease Cost for FY 2015/16			\$ 87,012.90

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month (Jan - June)		\$	<u>865.80</u>
Total Estimated Utility Cost			\$ 5,194.80
RCIT			\$ 70,970.00
Tenant Improvement			\$ 182,036.00
EDA Lease Management Fee - 4.12%			\$ <u>11,084.81</u>
TOTAL ESTIMATED COST FOR FY 2015/16			\$ <u><u>356,298.51</u></u>

Exhibit B

FY 2016/17

Emergency Management Department
4210 Riverwalk, Suite's 320 & 370, Riverside

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	7,215	SQFT		
Approximate Cost per SQFT (Jul. - Dec.)	\$	2.01		
Approximate Cost per SQFT (Jan. - Jun.)	\$	2.07		
Lease Cost per Month (Jul. - Dec.)			\$	14,502.15
Lease Cost per Month (Jan. - Jun.)			\$	14,937.21
Total Lease Cost (Jul. - Dec.)			\$	87,012.90
Total Lease Cost (Jan. - Jun.)			\$	89,623.29
Total Estimated Lease Cost for FY 2016/17			\$	176,636.19

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12		
Estimated Utility Costs per Month (Jul - Jun)			\$	865.80
Total Estimated Utility Cost			\$	10,389.60
EDA Lease Management Fee - 4.12%			\$	7,277.41
TOTAL ESTIMATED COST FOR FY 2016/17			\$	194,303.20
TOTAL COUNTY COST 30%			\$	58,290.96

Exhibit C

FY 2017/18 to FY 2020/21
Emergency Management Department
4210 Riverwalk, Suite's 320 & 370, Riverside

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:

7,215 SQFT

	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
Approximate Cost per SQFT (Jul. - Dec.)	\$ 2.07	\$ 2.13	\$ 2.20	\$ 2.26
Approximate Cost per SQFT (Jan. - Jun.)	\$ 2.13	\$ 2.20	\$ 2.26	\$ -
Lease Cost per Month (Jul. - Dec.)	\$ 14,937.21	\$ 15,385.33	\$ 15,846.89	\$ 16,322.30
Lease Cost per Month (Jan. - Jun.)	\$ 15,385.33	\$ 15,846.89	\$ 16,322.30	\$ -
Total Lease Cost (Jul. - Dec.)	\$ 89,623.29	\$ 92,311.99	\$ 95,081.35	\$ 97,933.79
Total Lease Cost (Jan. - Jun.)	\$ 92,311.99	\$ 95,081.35	\$ 97,933.79	\$ -
Total Estimated Lease Cost for FY 2017/18 to FY 2020/21	\$ 181,935.27	\$ 187,393.33	\$ 193,015.13	\$ 97,933.79

Estimated Additional Costs:

Utility Cost per Square Foot	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12
Estimated Utility Costs per Month (Jul - Jun)	\$ 865.80	\$ 865.80	\$ 865.80	\$ 865.80
Total Estimated Utility Cost	\$ 10,389.60	\$ 10,389.60	\$ 10,389.60	\$ 5,194.80
EDA Lease Management Fee - 4.12%	\$ 7,495.73	\$ 7,720.61	\$ 7,952.22	\$ 4,034.87
TOTAL ESTIMATED COST FOR FY 2017/18 to FY 2020/21	\$ 199,820.61	\$ 205,503.54	\$ 211,356.95	\$ 107,163.46
Total County Cost 30%	\$ 59,946.18	\$ 61,651.06	\$ 63,407.09	\$ 32,149.04

F11: Cost - Total Cost \$ 1,274,446.27
F11: Net County Cost - Total Cost \$ 275,444.33

LEASE
EMERGENCY MANAGEMENT DEPARTMENT
COUNTY OF RIVERSIDE
4210 Riverwalk Parkway, Suites 320, and 370
Riverside, CA

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EXHIBITS

The following exhibits are attached hereto and made a part of this Lease:

Site Plan.....	Exhibit A
Parking Rules and Regulations.....	Exhibit A-1
Project Rules & Regulations.....	Exhibit A-2
Leasehold Improvement Agreement.....	Exhibit B
Improvements.....	Exhibit B-1
Space Plans.....	Exhibit B-2
Final Working Drawings.....	Exhibit B-3
Asbestos.....	Exhibit C
Confirmation of Lease Information.....	Exhibit D
Custodial Services Agreement.....	Exhibit E
General Construction Specifications for Leased Facilities.....	Exhibit F
Lessors Specifications for Leased Facilities.....	Exhibit F-1
Estoppel Certificate.....	Exhibit G
Subordination, Non-Disturbance & Attornment Agreement.....	Exhibit H

**EMERGENCY MANAGEMENT DEPARTMENT
COUNTY OF RIVERSIDE**

4210 Riverwalk Parkway, Suites 320 and 370
Riverside, CA

1. Parties.

1.1 This Lease ("Lease") is made by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California hereinafter referred to as "County" and **DAVENPORT RIVERWALK PARTNERS LLC**, a Delaware limited liability company hereinafter referred to as "Lessor." County and Lessor are hereinafter collectively referred to as the "Parties" or individually as a "Party."

2. Premises.

2.1 Letting. Lessor hereby leases to County, and County hereby leases from Lessor, the Premises, for the term, at the rental, and upon all terms, covenants and conditions set forth in this Lease.

2.2 Defined. The Premises shall consist of that certain portion of the Project, as defined herein, including all improvements therein or to be provided by Lessor under the terms of this Lease, and commonly known as 4210 Riverwalk Parkway, Suite number 320 consisting of 1,736 rentable square feet and Suite number 370 consisting of 5,479 rentable square feet, located in the City of Riverside, County of Riverside, State of California, and generally described as combined office space consisting of approximately 7,215 square feet with approximately four per thousand square feet leased unreserved parking spaces (currently 19 unreserved spaces), all as shown on the site plan attached as Exhibit "A." It is understood that the Premises include all appurtenances and easements thereto and the non-exclusive right of ingress and egress at all times to and from the public streets and highways for County, its employees and invitees. The Premises, the building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." County and County's parties shall

have the right to the nonexclusive use of the parking facilities of the Project. The use of such parking facilities shall be subject to the rules and regulations attached hereto as Exhibit A-1, as such rules and regulations may be modified by Lessor from time to time, for the use of such facilities.

2.3 Common Areas Defined. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Premises that are provided by and designated by the Lessor from time to time for the general non-exclusive use of Lessor, County, and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors, and invitees, including but not limited to common restrooms, parking areas, loading and unloading zones, trash areas, roadways, walkways, driveways, and landscaped areas.

2.4 County's Rights-Common Areas. Lessor grants to County, for the benefit of the County and its employees, suppliers, shippers, customers, contractors, and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as same may from time to time exist. Lessor shall have the right to promulgate rules and regulations for the management, safety, care, and cleanliness of the Common Areas and County agrees to abide by those rules and regulations. A copy of the current rules and regulations for the Project is attached hereto as Exhibit A-2, provided such rules and regulations does not adversely affect County's use and occupancy of the Premises, the parking, or accessibility of the Premises.

2.5 Preparation of Premises/Acceptance. The rights and obligations of the Parties regarding the construction of the Premises before the commencement of the Lease Term are stated in the attached Leasehold Improvement Agreement, Exhibit "B." If this Lease conflicts with the Leasehold Improvement Agreement, the Leasehold Improvement Agreement shall prevail.

2.6 Condition of Premises. Lessor shall deliver the Premises to County in a fully clean and safe condition, free of hazards and debris, entirely permitted and inspected by local authorities, on the Commencement Date, and Lessor warrants for the term of this Lease, that all systems and equipment, including, but not limited to, electrical, plumbing, fire sprinkler, fire suppression system, fire/life/safety system, elevators, building security systems including, security, lobby and door signage, lighting, heating, ventilating and air conditioning systems ("HVAC,") that serve the Premises and all other such elements in the Premises (herein defined as the "Base Building Systems,") other than those installed or constructed by County, shall be in safe, hazard free, good operating condition, and, the roof, bearing walls and foundation of the Premises shall be free of material defect.

2.7 Security Services. Lessor to provide security patrol in parking lots in evenings, currently from 10:00 p.m. to 6:00 a.m., Monday through Friday and subject to changes from time to time by Riverwalk Commercial Owners Association.

3. Use.

3.1 County shall use and occupy the Premises for the purpose of providing office space for use by Emergency Management Department for general office/administrative, emergency preparedness and trainings uses. Should the Premises be used for any other business of County government or any other legal use which is reasonably comparable thereto then County agrees to obtain Lessor's prior written approval, which approval shall not be reasonably withheld. Nothing contained in this Lease shall be construed to require County to occupy the Premises continuously.

4. Term.

4.1 Commencement. This Lease shall be effective upon the date of its full execution by the Parties hereto. The Term of this Lease shall be for a period of sixty (60) months, ("Original Term") commencing on the date on which the Tenant Improvements, as defined in the attached Leasehold Improvement Agreement, are substantially complete and both Lessor and County accepts the Premises for

occupancy, which shall occur only after Lessor delivers to County a copy of the signed permit card issued by City Inspector, and executed by the appropriate governing authority, if applicable, and provided that County, in its' sole discretion, is satisfied that all leasehold improvements have been completed in accordance with Exhibit "B" and Exhibit "F," and "F-1," excepting minor punch list items. The Original Term shall expire at midnight on the last day of the sixty (60) month term ("Expiration Date").

4.2 Confirmation of Lease Information. At such time as the Commencement Date of this Lease has been determined, either Party may deliver to the other Party a notice in the form set forth in the attached Exhibit "D," which the receiving Party shall execute, after making any corrections necessary to conform the information to the provisions of this Lease, and return to the forwarding Party within thirty (30) days after receipt. Either Party will use reasonable efforts to deliver the notice to the other Party within thirty (30) days after the Lease Commencement Date. Anything to the contrary notwithstanding, failure to forward or execute said notice shall not invalidate or nullify the provisions of this Lease.

4.3 Delay in Delivery of Premises. If the Original Term of this Lease has not commenced within 240 days from County's execution of this Lease, County may, at its sole option, cancel this lease, and Lessor hereby waives any and all rights that it may have against County for any costs, expenses and/or charges the Lessor may have incurred as a result of preparing the Premises for occupancy.

4.4 Holding Over. Any holding over by County after the expiration of said term or any extension thereof shall be deemed a month to month tenancy upon the same terms and conditions of this Lease.

5. Rent. The anniversary dates shall be deemed to fall on the first day of the first full month of each lease year following commencement of the Lease term.

5.1 Rent. County shall pay the sum of \$14,502.15 per month to Lessor as rent for the Leased Premises, payable, in advance, on the first day of the month or as soon thereafter as a warrant can be issued in the normal course of

County's business; provided, however, in the event rent for any period during the term hereof which is for less than one (1) full calendar month said rent shall be pro-rated based upon the actual number of days of said month. First month's rent shall be due upon occupancy.

5.2 Percentage Increase. Notwithstanding the provisions of Section 5.1 herein, the monthly rent shall be increased on each anniversary of this Lease by an amount equal to three percent (3%) of such monthly rental.

6. Options.

6.1 Option to Extend Term. Lessor grants to County one (1) option to extend the Lease term ("Extension Option"). Extension Option shall be for a period of one (1) year ("Extended Term,") subject to the conditions described in this Section 6.

6.1.1 Exercise of Option. The Extension Option shall be exercised by County delivering to Lessor written notice (herein "Notice of Exercise of Option") thereof no later than one hundred eighty (180) days prior to the expiration of the Original Term or any extension thereof.

6.1.2 Option Rent. The rent payable by County during any Extended Term shall be at the Fair Market Rent. The "Fair Market Rent," shall be defined as the monthly rental in comparable space, for a comparable use for a comparable period of time, in comparable buildings in the Riverside leasing market vicinity. In its Notice of Exercise of Option, County shall set forth County's opinion of the Rent to be payable during the Extension Option, including County's opinion of the Fair Market Rent including Market Rental increases. If Lessor objects thereto, within thirty (30) days of receipt of County's Notice of Exercise of Option, Lessor shall give County written notice of Lessor's opinion of the Rent to be payable during the Extension Option. After County's receipt thereof, County shall appoint an appraiser or broker (collectively an "Appraiser") to determine the Fair Market Rent and serve notice thereof on Lessor (Notice of Appointment of Appraiser"). If appraiser(s) are used, any such appraiser shall have at least five (5) years' experience in professional organization such as MAI

or equivalent. If broker(s) are used, the broker(s) shall have at least five (5) years of experience in the sale and leasing of office real estate in the area in which the Building is located. If County does not appoint an appraiser within thirty (60) days, the rent to be paid during the Extension Option shall be (without further objection) the Rent as set forth by Lessor. Lessor may within thirty (30) days of receipt of County's Notice of Appointment of Appraiser appoint its own appraiser to determine Fair Market Rent. If Lessor provides County timely Notice of Appointment of Appraiser, Lessor and County shall each instruct their respective appraiser to meet promptly with the other appraiser and select a third appraiser. If Lessor timely appoints an appraiser, the final and binding determination of Fair Market Rent shall be the arithmetic average of the two closest of the three appraisals. If Lessor elects not to appoint an appraiser, County's Appraiser shall determine the Fair Market Rent as herein provided and the determination of solely such appraiser shall be final and bind on all parties. Each party shall pay the cost of their own Appraiser and one-half the cost of the third Appraiser making the determination.

6.1.3 All terms and conditions of this Lease with exception of Rent and Lease Term shall remain in full force and effect during the Extended Term.

6.2 Right of First Offer to Lease Additional Space. Subject and subordinate to any existing rights of tenants in the Building existing at the time of this lease, Lessor hereby grants to County a right of first offer to lease any directly adjacent space to the Premises in the Building containing the leased Premises ("Adjacent Premises,"). Lessor shall promptly notify County in writing of any available adjacent space in the Building, including the square footage of the portion of the Adjacent Premises proposed to be let and other terms and conditions for which County may lease such adjacent available space. County shall have thirty (30) days within which to notify Lessor in writing whether County agrees to lease the portion of the Adjacent Premises under such terms and conditions set forth in Lessor's proposal. In the event County fails to give written notice of its election to lease the proposed adjacent

available space, Lessor shall be free to offer and lease the Adjacent Premises to a third party.

6.3 County's Right to Early Termination. During the Original Term of this Lease, County shall have a one-time right to terminate the Agreement any time after year three (3) of the Original Term. County shall provide Lessor one hundred eighty (180) days advance written notice of its intention to terminate this Agreement and tender to Lessor with its written notice.

6.3.1 Notice. County shall provide Lessor with written notification of its election to terminate this Lease at least one hundred eighty (180) days prior to the date of termination. County's notice shall state the reason for its termination of this Lease. County's obligation to pay Rent shall continue through the termination date.

7. Compliance.

7.1 Compliance. Lessor warrants that the Premises and improvements on the Premises shall comply with all applicable State and Federal laws, covenants or restrictions of record, building codes, regulations and ordinances ("Applicable Requirements") in effect on the Commencement Date of this Lease. If the Premises do not comply with said warranty, Lessor shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Lessor's expense. If the Applicable Requirements are hereinafter changed so as to require during the term of this Lease, the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance as hereinafter defined, or the reinforcement or other physical modification of the Premises Lessor shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Lessor's expense.

7.2 Americans with Disabilities. Lessor warrants and represents the Premises shall be readily accessible to and usable by individuals with disabilities in

compliance with Title III of the Americans with Disabilities Act of 1990 and California Title 24, as amended from time to time and regulations issued pursuant thereto and in effect from time to time. Any cost incurred to cause the Premises to comply with said Act shall be borne by Lessor.

7.3 Asbestos and Lead Based Paint. Lessor warrants and represents the Premises shall be constructed, operated and maintained free of hazard from asbestos and lead based paint, as more fully set forth in the attached Exhibit "C."

7.4 Hazardous Substance. It is the intent of the Parties to construe the term "Hazardous Substances" in its broadest sense. Hazardous Substance shall be defined as any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials, is either: (a) potentially injurious to the public health, safety or welfare, the environment or the Premises; (b) regulated or monitored by any governmental authority; or (c) a basis for potential liability of County to any governmental agency or third party under any applicable statute or common law theory.

Lessor acknowledges that County's use may from time to time require the presence of Hazardous Substances at the Premises. County agrees that all such Hazardous Substances located in, at, or on the Premises shall be used, stored, handled, treated, transported, and disposed of in compliance with all applicable laws. County shall indemnify, defend and hold Lessor and each of their respective directors, shareholders, partners, lenders, members, managers, contractors, affiliates and employees (collectively, "**Lessor Indemnities**") harmless from and against all claims, demands, proceedings, losses, obligations, liabilities, causes of action, suits, judgments, damages, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising from or asserted in connection with the use or presence of Hazardous Substances on the Premises by County or any County Party, including, without limitation, by reason of any release of any Hazardous Substances by County or any County Party in, under, on, or about the Project, except

to the extent arising from any Hazardous Substances introduced to property by Lessor or any Lessor Indemnities. Lessor warrants and represents to County that Lessor has not used, discharged, dumped, spilled or stored any Hazardous Substances on or about the Premises, whether accidentally or intentionally, legally or illegally, and has received no notice of such occurrence and has no knowledge that any such condition exists at the Premises. If any claim is ever made against County relating to Hazardous Substances present at or around the Premises, whether or not such substances are present as of the date hereof, or any such Hazardous Substances are hereafter discovered at the Premises (unless introduced by County, its agents or employees), all costs of removal incurred by, all liability imposed upon, or damages suffered by County because of the same shall be borne by Lessor, and Lessor hereby indemnifies and agrees to be responsible for and defend and hold County harmless from and against all such costs, losses, liabilities and damages, including, without limitation, all third-party claims (including sums paid in settlement thereof, with or without legal proceedings) for personal injury or property damage and other claims, actions, administrative proceedings, judgments, compensatory and punitive damages, lost profits, penalties, fines, costs, losses, attorneys' fees and expenses (through all levels of proceedings), consultants or experts fees and costs incurred in enforcing this indemnity. The representation, warranty and indemnity of Lessor described in this Paragraph shall survive the termination or expiration of this Lease.

7.5 Waste Water. Lessor shall be responsible for compliance with all Federal, state or local laws, regulations or permits pertaining to storm water pollution, prevention plans ("SWPP") and all National Pollution Discharge Elimination System ("NPDES") laws or regulations adopted or to be adopted by the United States Environmental Protection Agency. Parking lot sweeping shall be done as required by NPDES rules or as needed, at least two times per year, once prior to the rainy season.

8. Custodial Services.

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

9. Utilities.

9.1 Lessor shall provide County sufficient utility service to provide water, telecommunications, electric power, natural gas and sewers necessary to meet County's requirements within the Premises.

9.2 County shall pay for all telephone, data, telecommunications and electrical services within the leased space which will be used in connection with the Leased Premises. Lessor shall provide, or cause to be provided, and pay for all other utility services, including, but not limited to, water, natural gas, refuse collection and sewer services, as may be required in the maintenance, operation and use of the Leased Premises.

9.3 Lessor shall be paid only in accordance with an invoice submitted to County by Lessor and County shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to Lessor only after utilities have been provided to County. Lessor shall prepare invoices in duplicate, and send the original and duplicate copies of invoices to:

County of Riverside
Attention: Accounts Payable
3133 Mission Inn Avenue
Riverside, CA 92507
Phone: (951) 955-4800

Each invoice shall be provided monthly and shall contain a minimum of the following information: Invoice number and date; remittance address; if provided by Riverside Public Utilities (or other supplier of utilities to the Building), an itemization of the utilities provided (rate tiers, kilowatts used per tier, public utility rate schedule, reliability charge, state energy charge, user taxes, electrical public benefit charges, other charges and taxes that may be imposed in the future, and should reasonably resemble, and generally contain the same level of detail as possible as bills rendered by Riverside Public Utilities (or other supplier of utilities to the Building), (if applicable) it being understood by County that Lessor shall have the right to reasonably estimate County's kilowatt hours used by tier and such estimate will not produce the exact actual tier usage of the electricity used by County, however Lessor's good faith determination shall nevertheless be final and binding on County; and an invoice total. Lessor shall further provide a copy of each utility bill for the entire building along with each monthly invoice.

9.3.1 In accordance with California Government Code Section 926.10, County is not allowed to pay excess interest and late charges.

10. Repairs and Maintenance.

10.1 Lessor's Repair and Maintenance Obligations. Lessor shall, at Lessor's sole expense and in accordance with the terms of this Lease, repair, replace and maintain in attractive condition, good order and function throughout the term in accordance with Exhibit "F," General Construction Specifications for Leased Facilities,

(a) the structural portions of the Premises (understood to include the roof, foundation and load bearing walls); (b) the nonstructural portions of the Premises (understood to include the roof covering and membrane) including, but not limited to, all improvements, alterations, fixtures, but excluding furnishings; (c) all systems and equipment, including, but not limited to, Base Premises Systems as heretofore described that serve the Premises; and (d) the exterior portions of the Premises, and real property including, but not limited to, landscaping, driveways, sidewalks, lighting and parking facilities servicing the Premises. It is the intent of this paragraph that Lessor performs any and all building repairs, replacements and maintenance. Lessor agrees to make all repairs to or alterations of the Premises that may become necessary by reason of industry standard for age, wear and tear, deferred maintenance or defects in any construction thereof by Lessor.

10.2 County's Obligation to Maintain in Clean Condition. County shall maintain at all times during the Term of this Lease the Premises and all portions and components of the improvements and systems contained therein in good, clean condition, and shall not permit or allow to remain any waste over and above normal usage. County shall repair or replace, as needed, subject to Landlord's direction and supervision, any intentional damage to the Building or the Project caused by County. If County does not repair or replace such intentional damage, then Lessor may elect to perform such obligations and repair such damage itself at County's expense. The cost of all repair or replacement work performed by Lessor under this Paragraph 10.2, shall be paid by County to Lessor within thirty (30) days of receipt of Lessor's invoice therefore.

10.3 Lessor's Default. Repairs shall be made promptly when appropriate to keep the applicable portion of the Premises and other items in the condition described in this Section. Lessor understands certain response time is required to ensure County operations continue with minimal interruption to ensure the safety of employees and delivery of services. The commencement of repairs within

eight (8) hours from Lessor's acknowledgment of receipt of verbal, or email notice by County include electrical power, HVAC operations and certain essential daily custodial services. Lessor shall not be in default of its repair and maintenance obligations under this Section 10, if Lessor commences the repairs and maintenance within eight (8) hours of the aforementioned areas and thirty (30) days for all others after written notice by County to Lessor of the need for such repairs and maintenance and Lessor's acknowledgment of receipt of the need for such repairs. If, due to the nature of the particular repair or maintenance obligation, more than thirty (30) days are reasonably required to complete it, Lessor shall not be in default under this Section 10 if Lessor begins work within this thirty (30) day period and diligently pursues this work to completion.

10.4 County's Right to Make Repairs and Deduct Cost. If County provides notice to Lessor of an event or circumstance that requires the action of Lessor with respect to the replacement, repair or maintenance to the Premises or Base Building Systems serving the Premises as set forth in Section 10.1 and Lessor fails to provide such action as required by the terms of this Lease within the period specified in Section 10.3, County may (but shall not be obligated to do so) take the required action if: (1) County delivers to Lessor an additional written notice advising Lessor that County intends to take the required action if Lessor does not begin the required repair or maintenance within twenty four (24) hours, after the written notice; and (2) Lessor fails to begin the required work within this twenty four (24) hour period.

10.4.1 Lessor grants to County a license, effective during the Lease Term, to enter upon those portions of the Premises access to which is reasonably necessary for County to take such action.

10.4.2 If such action was required under the terms of this Lease to be taken by Lessor, County shall be entitled to prompt reimbursement by Lessor of County's reasonable costs and expenses in taking such action, plus interest at the then prevailing legal rate of interest from the date these costs are incurred until the date of

Lessor's repayment. Lessor's obligation to reimburse County shall survive expiration or earlier termination of this Lease.

10.4.3 If, within thirty (30) days after receipt of County's written demand for payment of County's costs incurred in taking such action on Lessor's behalf, Lessor has not paid the invoice or delivered to County a detailed written objection to it, County may deduct from Rent payable by County under this Lease the amount set forth in the invoice, plus interest at the interest rate described above from the date these costs are incurred until the date of County's Rent set off.

10.5 Emergency Repairs.

10.5.1 An "Emergency Repair Situation" is defined as the existence of any condition that requires prompt repair, replacement or service to minimize the impact of an event or situation which affects County's ability to conduct business in a neat, clean, safe and functional environment.

10.5.2 If County notifies Lessor of an Emergency Repair Situation which occurs in or about the Premises which is the responsibility of the Lessor to repair or maintain, then Lessor shall commence appropriate repairs or maintenance immediately after notice of the condition is given by County, which notice may be via telephone, facsimile, personal contact or any other means, and Lessor shall thereafter diligently pursue to completion said repairs or maintenance.

10.5.3 If Lessor fails to commence repairs within twenty four (24) hours of Lessor acknowledging receipt of the aforementioned notice, or if the County is unable to contact Lessor or any designated agent within a reasonable time based upon the seriousness of the event or situation, County may, but shall not be so obligated to, cause said repairs or replacements to be made or such maintenance to be performed. Upon demand by County, Lessor shall promptly reimburse County the actual cost and expenses thereof, provided said costs and expenses are reasonable. Should Lessor fail to promptly pay the cost and expenses, County may with Lessor's

prior written approval which approval shall not unreasonably withheld deduct and offset that amount from Rent payable under this Lease.

10.6 Periodic Services. Lessor shall provide, or cause to be provided, and pay for all Periodic Services, including, interior painting of common areas (as needed or as requested by the County, but no more than once every three years), if so requested by County; monthly pest control services; quarterly HVAC standard preventative maintenance and changing of air filters; annual fire extinguisher inspections; reset interior and exterior time clocks for time changes; annual roof inspections and maintenance to include roof repairs/replacement; cleaning of roof gutters, drains, and down spouts prior to rainy season.

11. Alterations and Additions.

11.1 Improvements by Lessor.

11.1.1 Lessor recognizes and understands that any County improvements requested by the County to be completed by Lessor during the term of this Lease shall be undertaken according to Exhibit "B," Leasehold Improvement Agreement, and Exhibit "F," General Construction Specifications for Leased Facilities, as well as Exhibit "F-1," Lessors Building Specifications.

11.1.2 Prevailing wages are required for work done that falls within the definition of "public works" under California Labor Code §1720. "Public works" are defined as "construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds...." For those projects which are "public works" pursuant to Labor Code §1720.2, the following applies:

11.1.2.1 Lessor shall require that Contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.

11.1.2.2 The Lessor shall require that Contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing

wage rates at which Lessor will post at the job site. All prevailing wages shall be obtained by the Lessor/Contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

11.1.2.3 Lessor shall require that Contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.

11.1.2.4 Lessor shall require that Contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with §1773.8 of the Labor Code.

11.1.2.5 Prior to commencement of work, Lessor shall require that Contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6 and §1777.7 of the Labor Code and applicable regulations.

11.1.3 Lessor shall comply and stay current with all applicable local, state and federal building codes and laws as from time to time amended, including, but not limited to, the Americans with Disabilities Act requirements in providing the County with any requested County improvements.

11.1.4 If any agency, division or department of any governmental entity with appropriate jurisdiction condemns the Premises or any part of the Premises as unsafe or not in conformity with any of the laws or regulations controlling their construction, occupation or use, or orders or requires any alteration, repair or reconstruction of the Premises the responsible party shall be the Lessor who at its sole cost and expense (and without any right of reimbursement from County) immediately affect all necessary alterations and repairs required for the Premises full and exact compliance.

11.1.5 Lessor shall cause all County improvements to be lien free, completed at Lessor's cost in a workmanlike manner and in compliance with all applicable law.

11.1.6 County agrees when requested by Lessor to execute and deliver any applications, consents or other instruments required to permit Lessor to complete such County improvements or to obtain permits for the work.

11.2 Improvements by County.

11.2.1 Any alterations, improvements or installation of fixtures to be undertaken by County shall have the prior written consent of Lessor. Such consent shall not be unreasonably withheld, conditioned or delayed by Lessor.

11.2.2 All alterations and improvements made, and fixtures installed, by County shall remain County property and may be removed by County at or prior to the expiration of this Lease or any extension thereof; provided, however, that such removal does not cause injury or damage to the Leased Premises beyond normal wear and tear.

11.3 Communications Equipment. County may, from time to time, install maintain, replace and/or remove any satellite dishes, links, duct bank or antennas on the grounds, roof and/or exterior walls or parapet of the Premises as County deems reasonably necessary or desirable, provided County shall first obtain Lessor's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon the removal by County of any such satellite dishes, links or antennas, County shall repair any damage incurred in connection with such removal.

12. Exculpation, Indemnification, and Insurance.

12.1 Exculpation. To the fullest extent permitted by law, Lessor, on its behalf and on behalf of all Lessor Parties, as hereinafter defined, waives all claims (in law, equity, or otherwise but not including claims for indemnity pursuant to Section 12.2.2) against County Parties, as hereinafter defined, arising out of, knowingly and voluntarily assumes the risk of, and agrees that County Parties shall not be liable to

Lessor Parties for any of the following: (1) injury to or death of any person; or (2) loss of, injury or damage to, or destruction of any tangible or intangible property, Including the resulting loss of use, economic losses, and consequential or resulting damage of any kind from any cause. County Parties shall not be liable under this Section regardless of whether the liability results from any active or passive act, error, omission, or negligence of any of County Parties; or is based on claims in which liability without fault or strict liability is imposed or sought to be imposed on any of County Parties. This exculpation Section shall not apply to claims against County Parties to the extent that the injury, loss, damage, or destruction was caused by County Parties' fraud, gross negligence, willful injury to person or property, or violation of law. To the fullest extent permitted by law, County, on its behalf and on behalf of all County Parties, as hereinafter defined, waives all claims (in law, equity, or otherwise, but not including claims for indemnity pursuant to Section 12.2.2) against Lessor Parties, as hereinafter defined, arising out of, knowingly and voluntarily assumes the risk of, and agrees that Lessor Parties shall not be liable to County Parties for any of the following: (1) injury to or death of any person; or (2) loss of, injury or damage to, or destruction of any tangible or intangible property, including the resulting loss of use, economic losses, and consequential or resulting damage of any kind from any cause. Lessor Parties shall not be liable under this Section regardless of whether the liability results from any active or passive act, error, omission, or negligence of any of Lessor Parties; or is based on claims in which liability without fault or strict liability is imposed or sought to be imposed on any of Lessor Parties. This exculpation Section shall not apply to claims against Lessor Parties to the extent that the injury, loss, damage, or destruction was caused by Lessor Parties' fraud, gross negligence, willful injury to person or property, or violation of law.

12.1.1 Definition of "County Parties" and "Lessor Parties".

For purposes of this Section 12, the term "County Parties" refers singularly and collectively to County, Special Districts, their respective Directors, Officers, Board of

Supervisors, agents, employees, and independent contractors as well as to all persons and entities claiming through any of these persons or entities. The term "Lessor Parties" refers singularly and collectively to Lessor and the partners, venturers, trustees, and ancillary trustees of Lessor and the respective officers, directors, shareholders, members, parents, subsidiaries of these persons or entities.

12.1.2 Survival of Exculpation. The paragraphs of this Section 12 shall survive the expiration or earlier termination of this Lease until all claims within the scope of this Section 12 are fully, finally, and absolutely barred by the applicable statutes of limitations.

12.1.3 Lessor's Acknowledgment of Fairness. Lessor acknowledges that this Section 12 was negotiated with County, that the consideration for it is fair and adequate, and that Lessor had a fair opportunity to negotiate, accept, reject, modify, or alter it.

12.1.4 Waiver of Civil Code Section 1542. With respect to the exculpation provided in this Section 12, each party waives the benefits of Civil Code Section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

12.2 Indemnification and Hold Harmless.

12.2.1 Lessor shall indemnify and hold harmless the County of Riverside, its agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Lessor, its officer, employees, subtenants, agents or representatives arising out of or in any way relating to Lessor's breach of this Agreement or the negligence or willful

misconduct of Lessor, including but not limited to property damage bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Lessor, its officer, employees, subtenants, agent or representatives Indemnitors form this Agreement, provided that Lessor shall not be required to indemnify or hold harmless Indemnitees to the extent that such liability arises due to the breach of this Agreement by County or the negligence or willful misconduct or County. Lessor shall defend, at its sole expense, all costs and fees including but not limited, to attorney fees, costs of investigation, defense and settlements or awards, the indemnitees in ay claim or action based upon such alleged acts or omissions.

(a) With respect to any action or claim subject to indemnification herein by Lessor, Lessor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Lessor's indemnification to Indemnitees as set forth herein.

(b) Lessor's obligation hereunder shall be satisfied when Lessor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

(c) The specified insurance limits required in the Agreement shall in no way limit or circumscribe Lessor's obligation to indemnify and hold harmless the Indemnitees herein from third party claims.

(d) In the event there is conflict between this clause and California Civil code Section 2782, this clause shall be interpreted to comply with Civil code 2782. Such interpretation shall not relieve the Lessor from indemnifying the Indemnitees to the fullest extent allowed by law.

12.2.2 County shall indemnify and hold harmless the Lessor Parties from any liability whatsoever, including but not limited to, property damage, bodily injury, or death, based or asserted on events which may occur within or about

the County leased premises arising out of or from its use and occupancy relating to this Lease. County Parties shall not indemnify Lessor Parties for liability arising within the County leased Premises when such liability arises due to the breach of this Agreement by Lessor or the negligence or willful misconduct of County. County shall defend at its sole cost and expense, including but not limited to, attorney fees, cost of investigation, defense and settlements or awards, on behalf of the Lessor Parties in any claim or action based upon such liability.

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

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

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

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

12.2.7 Survival of Indemnification. The paragraphs of this Section 12 shall survive the expiration or earlier termination of this Lease until all

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

12.3 Insurance.

12.3.1 Lessor's Insurance. Without limiting or diminishing the Lessor's obligation to indemnify or hold the County harmless, Lessor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds

12.3.1.1 Workers' Compensation. If the Lessor has employees as defined by the state of California, the Lessor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

12.3.1.2 Commercial General Liability. Commercial General Liability Insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and by endorsement if applicable cross liability coverage, covering claims which may arise from or out of Lessor's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy limits shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

12.3.1.3 Vehicle Liability. If vehicles or mobile equipment are used under this Agreement, then Lessor shall maintain auto liability insurance for

all owned, non-owned or hired automobiles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

12.3.1.4 Property (Physical Damage).

(a) All-Risk real property insurance coverage, for the full replacement cost value of buildings, structures, fixtures, all improvements therein, and building systems on the Project as the same exists at each early anniversary of the term. Policy shall include Business Interruption, Extra Expense, and Expediting Expense coverage as well as coverage for off-premises power failure.

(b) Boiler and Machinery insurance providing coverage for at least, but not limited to, all high voltage electrical and rotating mechanical equipment on a full replacement cost value basis. Policy shall provide Business Interruption, Extra Expense, and Expediting Expense coverage as well as coverage for off-premises power failure. (c) During such time, prior to the commencement of this Lease while Lessor is preparing the Premises in accordance with Exhibit "B," Lessor shall keep or require its Contractor to keep in full force and effect, a policy of Course of Construction Insurance covering loss or damage to the Premises for the full replacement value of such work. The Named Insured shall include the Lessor, County and Contractor as their interests appear. Lessor or their Contractor shall be responsible for any deductible payments that result from a loss at the Premises under this coverage. If, at the time of any loss to the property described on Exhibit "B," it is determined that the insurance has not been carried or the insurance does not cover the loss of property being installed, the Lessor shall be responsible to pay the loss without contribution from the County.

12.3.1.5 General Insurance Provisions – All Lines.

(a) Any insurance carrier providing coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of

not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

(b) The Lessor or Lessor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000.00 per occurrence each such retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the County, and the election of the County's Risk Manager, Lessor's carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

(c) Lessor shall cause Lessor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier's.

(d) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force

and effect. Lessor shall not commence operations until the County has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

(e) It is understood and agreed by the parties hereto and the Lessor's insurance shall be construed as primary insurance for Lessor's obligations herein, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

(f) If, during the term of the Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change [typo] in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Lessor has become inadequate.

(g) Lessor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

(h) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

(i) Lessor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

12.3.2 County's Insurance: County maintains funded programs of Self-Insurance. County shall provide to Lessor a Certificate of Self-

Insurance evidencing the County's Self-Insurance for the following coverage, if so requested by Lessor:

12.3.2.1 Workers' Compensation	\$1,000,000 per occurrence
12.3.2.2 Commercial General Liability	\$1,000,000 per occurrence
12.3.2.3 Automobile Liability	\$1,000,000 per occurrence

13. Damage and Destruction.

13.1 Repair of Damage. County agrees to notify Lessor in writing promptly of any damage to the Premises resulting from fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature ("Casualty"). If the Premises, whether covered by insurance or not, are damaged by a Casualty, or the Casualty results in the Premises not being provided with Base Building Systems or parking facilities, and if neither Lessor nor County has elected to terminate this Lease under this Section 13, Lessor shall promptly and diligently restore Premises, the County Improvements originally constructed by Lessor, Base Building Systems, and County's parking facilities to substantially the same condition as existed before the Casualty, subject to modifications required by building codes and other laws. If County requests that Lessor make any modifications to the County Improvements in connection with the rebuilding, Lessor may condition its consent to those modifications on: (a) confirmation by Lessor's contractor that the modifications shall not increase the time needed to complete the County Improvements; or (b) an agreement by County that the additional construction period shall not extend the rent abatement period.

13.2 Repair Period Notice. Lessor shall, within thirty (30) days after the date of the Casualty, provide written notice to County indicating the anticipated period for repairing the Casualty ("Repair Period Notice"). The Repair Period Notice shall be accompanied by a certified statement executed by the Contractor retained by Lessor to complete the repairs or, if Lessor has not retained a Contractor, a licensed Contractor not affiliated with Lessor, certifying the Contractor's opinion about the anticipated period for repairing the Casualty. The Repair Period Notice shall also state,

if applicable, Lessor's election either to repair or to terminate the Lease under Section 13.3.

13.3 Lessor's Option to Terminate or Repair. Lessor may elect either to terminate this Lease or to effectuate repairs if: (a) the Repair Period Notice estimates that the period for repairing the Casualty exceeds ninety (90) days from the date of the Casualty; or (b) the estimated repair cost of the Premises, even though covered by insurance, exceeds fifty percent (50%) of the full replacement cost.

13.4 County's Option to Terminate. If (a) the Repair Period Notice provided by Lessor indicates that the anticipated period for repairing the Casualty exceeds ninety (90) days, or (b) notwithstanding the above, in the event of a substantial or total casualty to the Premises or improvements, County may by written notice to Lessor within thirty (30) days after such damage or destruction of its intention to terminate this Lease, elect to terminate this Lease by providing written notice (County's Termination Notice) to Lessor within thirty (30) days after receiving the Repair Period Notice. If County does not elect to terminate within said thirty (30) day period, County shall be considered to have waived its' option to terminate.

13.5 Rent Abatement Due to Casualty. Lessor and County agree that County's Rent shall be fully abated during the period beginning on the later of: (a) the date of the Casualty; or (b) the date on which County ceases to occupy the Premises and ending on the date of Substantial Completion of Lessor's restoration obligations as provided in this Section 13 ("Abatement Period"). If, however, County is able to occupy and does occupy a portion of the Premises, Rent shall be abated during the Abatement Period only for the portion of the Premises not occupied by County.

13.6 Damage near End of Term. Despite any other provision of this Section 13, if the Premises are destroyed or damaged by a Casualty during the last eighteen (18) months of the Original Lease Term, Lessor and County shall each have the option to terminate this Lease by giving written notice to the other of the exercise of that option within thirty (30) days after that damage or destruction, provided, however,

County may negate Lessor's election to terminate under this Section 13.6 by electing, within ten (10) days after receipt of Lessor's termination notice, to exercise any unexercised option to extend this Lease. If County negates Lessor's election, this Lease shall continue in effect unless Lessor has the right to, and elects to, terminate this Lease under Section 13.3.

13.7 Effective Date of Termination; Rent Apportionment. If Lessor or County elects to terminate this Lease under this Section 13 in connection with a Casualty, this termination shall be effective thirty (30) days after delivery of notice of such election. County shall pay Rent, properly apportioned up to the date of the Casualty. After the effective date of the termination, Lessor and County shall be discharged of all future obligations under this Lease, except for those provisions that, by their terms, survive the expiration or earlier termination of the Lease.

13.8 Waiver of Statutory Provisions. The provisions of this Lease, including those in this Section 13, constitute an express agreement between Lessor and County that applies in the event of any Casualty to the Premises. Lessor and County, therefore, fully waive the provisions of any statute or regulation, for any rights or obligations concerning a Casualty including California Civil Code Sections 1932(2) and 1933(4).

13.9 Release on Termination. In the event of any termination of this Lease in accordance with Section 13, the Parties shall be released there from without further obligation to the other Party, except as may otherwise be specifically set forth in this Lease and items that have accrued and are unpaid.

14. Eminent Domain.

14.1 Total Condemnation. If all of the Premises are condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose, this Lease will terminate as of the date of title vesting in that proceeding and the Rent will be abated from the date of termination.

14.2 Partial Condemnation. If any portion of the Premises is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose and the partial condemnation renders the Premises unusable for County's business, this Lease will terminate as of the date of title vesting or order of immediate possession in that proceeding and the Rent will be abated to the date of termination. If the partial condemnation does not render the Premises unusable for the business of County and less than a substantial portion of the Premises is condemned, Lessor must promptly restore the Premises to the extent of any condemnation proceeds recovered by Lessor, excluding the portion lost in the condemnation, and this Lease will continue in full force, except that after the date of the title vesting, the Rent will be adjusted, as reasonably determined by Lessor and County.

14.3 Award. If the Premises are wholly or partially condemned, Lessor will be entitled to the entire award paid for the condemnation, and County waives any claim to any part of the award from Lessor or the condemning authority. County, however, will have the right to recover from the condemning authority any compensation that may be separately awarded to County in connection with costs in removing County's merchandise, furniture, fixtures, leasehold improvements, and equipment to a new location.

14.4 Temporary Condemnation. In the event of a temporary condemnation, this Lease will remain in effect, County will continue to pay Rent, and County will receive any award made for the condemnation. If a temporary condemnation remains in effect at the expiration or earlier termination of this Lease, County will pay Lessor the reasonable cost of performing any obligations required of County with respect to the surrender of the Premises. If a temporary condemnation is for a period that extends beyond the Term, this Lease will terminate as of the date of occupancy by the condemning authority and any award will be distributed in accordance with Section 14.3.

15. Estoppel Certificates.

15.1 Within twenty (20) business days after receipt of a written request by either party, the other party shall execute and deliver to the requesting party an Estoppel Certificate, in the form of the attached Exhibit "G," indicating in the certificate any exceptions to the statements in the certificate that may exist at that time.

16. Subordination, Non-Disturbance, and Attornment.

16.1 Subordination, Non-Disturbance, and Attornment Agreement.

To carry out the purposes of Section 16.2 and Section 16.3, the Parties agree to execute a Subordination, Non-Disturbance and Attornment Agreement in the form set forth in the attached Exhibit "H."

16.2 Subordination. County agrees that within forty-five (45) business days after Lessor's written request, it shall execute the agreement referred to in Section 16.1 that Lessor reasonably considers necessary to evidence or confirm the subordination or inferiority of this Lease to the lien of any mortgage, deed of trust or other encumbrance of the Premises or any renewal, extension, modification, replacement thereof, provided however, that such Subordination Agreement shall be strictly limited to matters contained in the Agreement referred to in Section 16.1 and no such Subordination Agreement shall materially increase any of County's obligations or materially decrease any of County's rights under this Lease, nor shall the possession of County be disturbed, by reason of any foreclosure, sale or other action under any such trust deed, mortgage or other encumbrance.

16.3 Attornment. If Lessor's interest in the Premises passes to a successor, and provided County has received the Non-Disturbance agreement referred to in Section 16.1, County shall, within forty-five (45) business days after Lessor's transferee's request, execute the agreement referred to in Section 16.1, thereby agreeing to attorn and to recognize the transferee as the Lessor under this Lease; provided the transfer of Lessor's interest in the Premises was by sale, lease,

foreclosure, deed in lieu of foreclosure, exercise of any remedy provided in any encumbrance or operation of law.

17. Breach and Default.

17.1 Lessor's Default. Except as provided to the contrary in this Lease, Lessor's failure to perform any of its obligations under this Lease shall constitute a default by Lessor under the Lease if the failure continues for thirty (30) days after written notice of the failure from County to Lessor and to the holder of any mortgage or deed of trust encumbering the Project whose name and address shall have theretofore been furnished to County in writing, specifying wherein Landlord has failed to perform such obligation. If the required performance cannot be completed within thirty (30) days, Lessor's failure to perform shall constitute a default under the Lease unless Lessor undertakes to cure the failure within thirty (30) days and diligently attempts to complete this cure as soon as reasonably possible.

17.2 County's Right to Cure Lessor's Default and Deduct Cost. Except as provided to the contrary in this Lease, if County provides notice to Lessor and to the holder of any mortgage or deed of trust encumbering the Project of Lessor's failure to perform any of its obligations under this Lease and Lessor fails to provide such action as required by the terms of this Lease within the period specified, County may take the required action if: (a) County delivers to Lessor and to the holder of any mortgage or deed of trust encumbering the Project an additional written notice advising Lessor that County intends to take the required action if Lessor does not begin the required action within ten (10) days after the written notice; and (b) Lessor fails to begin the required action within this ten (10) day period (or such longer period of time as may be specified in any agreement between County and the holder of any mortgage or deed of trust encumbering the Project). In the event of a default by Lessor under this Lease, County shall use reasonable efforts to mitigate its damages and losses arising from any such default.

17.3 Rent Setoff. If, within thirty (30) days after receipt of County's written demand for payment of County's costs incurred in taking such action on Lessor's behalf, Lessor has not paid the invoice or delivered to County a detailed written objection to it, County may deduct from Rent payable by County under this Lease the reasonable amount set forth in the invoice

17.4 County Default. Each of the following occurrences shall be an "**Event of Default**" and shall constitute a material default and breach of this Lease by County: (a) any failure by County to pay any installment of Rent or to make any other payment required to be made by County hereunder when due and such default shall continue for a period of ten (10) days after receipt of notice from Lessor of such delinquency; except County's payment of rent for the calendar month of July throughout the lease term, option periods, or lease term extensions (b) the abandonment or vacation of the Premises by County, (c) any failure by County to execute and deliver any estoppel certificate or other document or instrument requested by Lessor, where such failure continues for five (5) days after delivery of written notice of such failure by Lessor to County; (d) any failure by County to fully perform any other obligation of County under this Lease, where such failure continues for thirty (30) days (except where a shorter period of time is specified in this Lease, in which case such shorter time period shall apply) after delivery of written notice of such failure by Lessor to County; (e) the voluntary or involuntary filing of a petition by or against County or any general partner of County (i) in any bankruptcy or other insolvency proceeding, (ii) seeking any relief under any state or federal debtor relief law, (iii) for the appointment of a liquidator or receiver for all or substantially all of County's property or for County's interest in this Lease, or (iv) for the reorganization or modification of County's capital structure (provided, however, that if such a petition is filed against County, then such filing shall not be an Event of Default unless County fails to have the proceedings initiated by such petition dismissed within sixty (60) days after the filing thereof). Any notice of any failure of County required under this Paragraph 17 shall be in lieu of, and

not in addition to, any notice required under Section 1161 et seq. of the California Code of Civil Procedure.

17.5 Remedies by Lessor. Upon the occurrence of any Event of Default by County, Lessor shall have, in addition to any other remedies available to Lessor at law or in equity (all of which remedies shall be distinct, separate, and cumulative), the option to pursue any one (1) or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever:

(a) Terminate this Lease, and Lessor may recover from County the following: (i) the worth at the time of any unpaid rent which has been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that County proves could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that County proves could have been reasonably avoided; plus (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by County's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom (specifically including, without limitation, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant); and (v) at Lessor's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law. The term "rent" as used in this Paragraph 17(a) shall be deemed to be and to mean all sums of every nature required to be paid by County pursuant to the terms of this Lease, whether to Lessor or to others. As used in Paragraphs 17(a)(i) and (ii), above, the "worth at the time of award" shall be computed by allowing interest at the Default Rate, but in no case greater than the maximum amount of such interest permitted by law. As used in Paragraph 17(a)(iii) above, the "worth at the time of award" shall be computed by discounting such amount

at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(b) Lessor shall have the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, if Lessor does not elect to terminate this Lease on account of any Event of Default by County, Lessor may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

(c) Lessor shall at all times have the rights and remedies (which shall be cumulative with each other and cumulative and in addition to those rights and remedies available under Paragraphs 17(a) and 17(b) above, or any law or other provision of this Lease), without prior demand or notice except as required by applicable law, to seek any declaratory, injunctive, or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

18. Lessor's Representations and Warranties. Lessor represents and warrants to County that:

18.1 Title. County's Leasehold interest in the Premises is free and clear of restrictions which would restrict County's rights under this Lease.

18.2 Certificate of Authority. Lessor covenants that it is a duly constituted under the laws of the state of its organization, and that the person(s) who is acting as its signatory in this Lease is duly authorized and empowered to act for and on behalf of the Lessor. Lessor shall furnish County prior to the execution hereof with evidence of the authority of the signatory to bind the entity or trust as contemplated herein.

18.3 No Litigation. There are no judicial, quasi-judicial, administrative or other orders, injunctions, moratoria or pending proceedings against Lessor or the Premises which preclude or interfere with, or would preclude or interfere with, the

construction contemplated herein or the occupancy and use of the Premises by County for the purposes herein contemplated.

18.4 Easements. Lessor shall not (a) subdivide, parcel or otherwise divide the Premises, (b) create, modify or terminate any ingress or egress to or from the premises, or (c) create any easements in the Premises, without County's prior written approval.

19. Miscellaneous.

19.1 Quiet Enjoyment. Lessor covenants that County shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the use of the Premises so long as County shall fully and faithfully perform the terms and conditions that it is required to do under this Lease. If the Premises are part of a building shared with other tenants of Lessor, during County's tenancy, Lessor may make or permit other tenants to make alterations, renovations and improvements to those portions of the building not occupied by County. Lessor covenants for itself and anyone deriving title from or holding title under Lessor that County's access, ingress, loading and unloading and sufficient parking for County's business shall not unreasonably be obstructed nor shall the daily business of County be disrupted as a result of such alterations, renovations and improvements.

19.2 Non-Waiver. No waiver of any provision of this Lease shall be implied by any failure of either party to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver by a party of any provision of this Lease must be in writing. Such written waiver shall affect only the provision specified and only for the time and in the manner stated in the writing.

19.3 Binding on Successors. The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors, administrators, representatives and assigns of all the Parties hereto.

19.4 Severability. The invalidity of any provision in this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

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

19.6 Attorneys' Fees. If either party hereto incurs attorneys' fees in order to enforce, defend or interpret any of the terms, provisions or conditions of this Agreement or because of a breach of this Agreement by the other party, the prevailing party may be entitled to recover reasonable attorneys' fees from the other party only if the prevailing party has prevailed in a judgment by a court of competent jurisdiction.

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

19.8 Agent for Service of Process. It is expressly understood and agreed that in the event Lessor is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, Lessor shall file with County's Assistant County Executive Officer/EDA, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Lease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Lessor. It is further expressly understood and agreed that if for any reason service of such process upon such agent is not feasible, then in such event, Lessor may be personally served with such process out of this county and that such service shall constitute valid service upon Lessor. It is further expressly understood and

agreed that Lessor is amenable to the process so served, submits to the jurisdiction of the court so obtained and waives any and all objections and protests thereto.

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

19.10 Interpretation. The Parties hereto have negotiated this Lease at arms length and have been advised by their respective attorneys, or if not represented by an attorney, represent that they had an opportunity to be so represented and no provision contained herein shall be construed against County solely because it prepared this Lease in its executed form.

19.11 Time of Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

19.12 Recording. Either Lessor or County shall, upon request of the other, execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees applicable thereto.

19.13 Consent. Whenever Lessor's or County's consent is required under any provision of this Lease, it shall not be unreasonably withheld, conditioned or delayed.

19.14 Title. Lessor covenants that Lessor is well seized of and has good title to the Premises, and Lessor does warrant and will defend the title thereto, and will indemnify County against any damage and expense which County may suffer by reason of any lien, encumbrance, restriction or defect in title or description herein of the Premises. If, at any time, Lessor's title or right to receive Rent and any other sums

due hereunder is disputed, County may withhold such sums thereafter accruing until County is furnished satisfactory evidence as to the Party entitled thereto.

19.15 Conveyance by Lessor. Should Lessor convey the Premises, all rights and obligations inuring to the Lessor by virtue of this Lease shall pass to the grantee named in such conveyance, and the grantor shall be relieved of all obligations or liabilities hereunder, except those theretofore accrued and not discharged.

19.16 Mechanic's Liens. If any mechanic's or materialmen's lien or liens shall be filed against the Premises for work done or materials furnished to a Party, that Party shall, at its own cost and expense, cause such lien or liens to be discharged within fifteen (15) days after notice thereof by filing or causing to be filed a bond or bonds for that purpose. In the event any notice preliminary to establishing such a lien (such as the California Preliminary 20-Day Notice) is served on Lessor for work done on the Premises, Lessor shall immediately forward a copy of such notice to Lessee.

19.17 Surrender. County shall, after the last day of the term or any extension thereof or upon any earlier termination of such term, surrender and yield up to Lessor the Premises in good order, condition and state of repair, reasonable wear and tear and damage by fire or other casualty excepted. County may, but shall not be required to: (a) patch or paint any walls/surfaces; (b) remove any leasehold improvements constructed or installed prior to or during the term of this Lease or any extension thereof; or (c) remove any fixtures or equipment installed prior to or during the term of this Lease or any extension thereof.

19.18 Notice. Except as expressly provided elsewhere in this Lease, all notices and other communication required under this Lease shall be in writing and delivered by: (a) Certified Mail, postage prepaid, return receipt requested, in the United States mail; or (b) via an overnight courier that provides written evidence of delivery and addressed to the Party hereto to whom the same is directed at the addresses set forth in Section 19.18 herein. Either Party hereto may from time to time change its mailing address by written notice to the other Party.

County's Notification Address:

County of Riverside
Economic Development Agency – Real Estate Division
3403 Tenth St., Suite 400
Riverside, California 92501
Attention: Deputy Director of Real Estate

Lessor's Notification Address:

Davenport Riverwalk Partners LLC
4204 Riverwalk Parkway
Suite 195
Riverside, CA 92505-3286

19.19 Authority. If Lessor is a corporation, general or limited partnership or individual owner, each individual executing this Lease on behalf of said corporation, partnership, or individual represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with bylaws of said corporation, or as a partner or individual is authorized to execute this Lease and that this Lease is binding upon said corporation and/or partnership or individual.

19.20 Approval of Supervisors. Anything to the contrary notwithstanding, this Lease shall not be binding upon the parties or effective until its approval and execution by both the Lessor and the Chairman of the Riverside County Board of Supervisors.

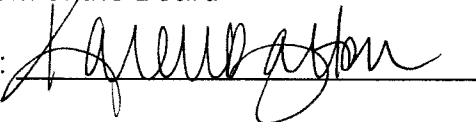
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19.21 Separate Writing and Exhibits. Any exhibits or writings referenced herein this Lease shall constitute a part of this Lease Agreement and are incorporated into this Lease by this reference. If any inconsistency exists or arises between a provision of this Lease and a provision of any exhibit, the provisions of this Lease shall control.

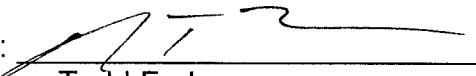
LESSEE:
COUNTY OF RIVERSIDE

By: 
John J. Benoit, Chairman
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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

By: 
Todd Frahm
Deputy County Counsel

LESSOR:
DAVENPORT RIVERWALK
PARTNERS LLC, a
Delaware limited liability company

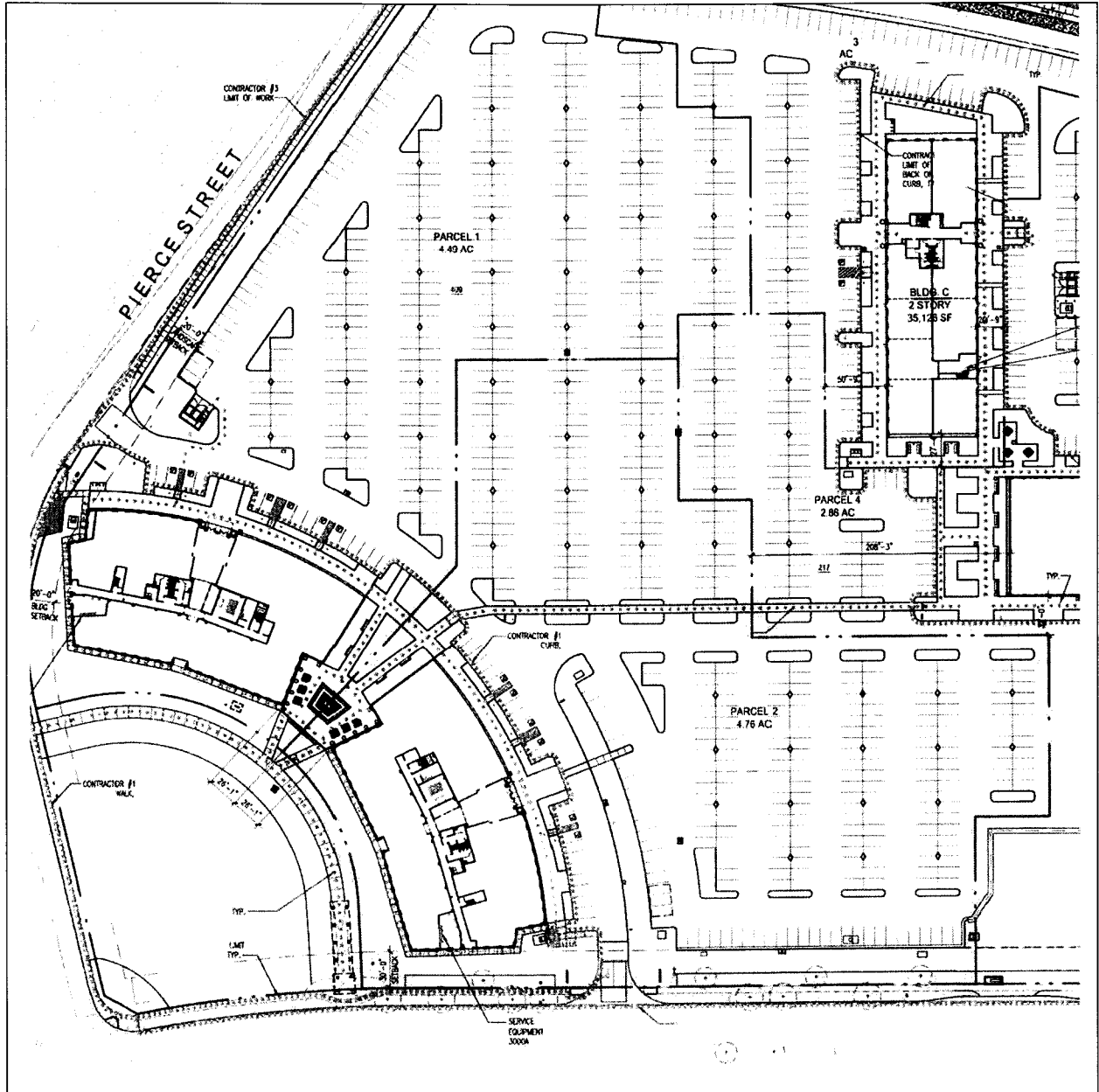
By:
Davenport GFIII Riverwalk Partners
Holdings, LLC, a Delaware limited
liability company, its sole member

By:
Davenport Riverside Partners,
a California limited liability company,
its Managing Member

By:
Davenport Valentine Blue 16 LLC,
A California limited liability company,
Its General Partner

By: 
Mark Valentine, Manager

Exhibit "A"



County of Riverside

EXHIBIT A-1

PARKING RULES AND REGULATIONS

1. Cars must be parked entirely within painted stall lines.
2. All directional signs and arrows must be observed.
3. All posted speed limits for the parking areas shall be observed. If no speed limit is posted for an area, the speed limit shall be five (5) miles per hour.
4. Parking is prohibited:
 - (a) in areas not striped for parking;
 - (b) in aisles;
 - (c) where "no parking" signs are posted;
 - (d) on ramps;
 - (e) in cross hatched areas; and
 - (f) in such other areas as may be designated by Landlord.
5. Handicap and visitor stalls shall be used only by handicapped persons or visitors, as applicable.
6. Parking stickers or any other device or form of identification supplied by Landlord from time to time (if any) shall remain the property of Landlord. Such parking identification device must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Devices are not transferable and any device may not be obliterated. Devices are not transferable and any device in possession of any unauthorized holder will be void. There will be a replacement charge payable by the parker and such parker's appropriate tenant equal to the amount posted from time to time by Landlord for loss of any magnetic parking card or any parking sticker.
7. Every parker is required to park and lock his or her own car. All responsibility for damage to cars or persons is assumed by the parker.
8. Loss or theft of parking identification devices must be reported to Landlord, and a report of such loss or theft must be filed by the parker at that time. Any parking identification devices reported lost or stolen found on any unauthorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen devices found by the parker must be reported to Landlord immediately to avoid confusion.
9. Parking spaces are for the express purpose of parking one automobile per space. Washing, waxing, cleaning, or servicing of any vehicle by the parker and/or such person's agents is prohibited. The parking areas shall not be used for overnight or other storage for vehicles of any type.
10. County shall acquaint its employees, agents, visitors or representatives with the Parking Rules and Regulations, as they may be in effect from time to time.

County of Riverside

EXHIBIT A-2

RULES AND REGULATIONS

1. Driveways, sidewalks, halls, passages, exits, entrances, elevators, escalators and stairways shall not be obstructed by tenants or used by tenants for any purpose other than for ingress to and egress from their respective premises. The driveways, sidewalks, halls, passages, exits, entrances, elevators and stairways are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Lessor, shall be prejudicial to the safety, character, reputation and interests of the Building, the Project and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of such tenant's business unless such persons are engaged in illegal activities. No tenant, and no employees or invitees of any tenant, shall go upon the roof of any Building, except as authorized by Landlord. No tenant, and no employees or invitees of any tenant shall move any common area furniture without Landlord's consent.
2. No sign, placard, banner, picture, name, advertisement or notice, visible from the exterior of the Premises or the Building or the common areas of the Building shall be inscribed, painted, affixed, installed or otherwise displayed by Tenant either on its Premises or any part of the Building or Project without the prior written consent of Lessor in Lessor's sole and absolute discretion. Lessor shall have the right to remove any such sign, placard, banner, picture, name, advertisement, or notice without notice to and at the expense of County, which were installed or displayed in violation of this rule. If Lessor shall have given such consent to County at any time, whether before or after the execution of County's Lease, such consent shall in no way operate as a waiver or release of any of the provisions hereof or of the Lease, and shall be deemed to relate only to the particular sign, placard, banner, picture, name, advertisement or notice so consented to by Lessor and shall not be construed as dispensing with the necessity of obtaining the specific written consent of Lessor with respect to any other such sign, placard, banner, picture, name, advertisement or notice.

All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Tenant by a person or vendor approved by Lessor and shall be removed by County at the time of vacancy at County's expense.

3. The directory of the Building or Project will be provided exclusively for the display of the name and location of tenants only and Lessor reserves the right to charge for the use thereof and to exclude any other names therefrom.
4. No curtains, draperies, blinds, shutters, shades, screens or other coverings, awnings, hangings or decorations shall be attached to, hung or placed in, or used in connection with, any window or door on the Premises without the prior written consent of Lessor. In any event with the prior written consent of Lessor, all such items shall be installed inboard of Lessor's standard window covering and shall in no way be visible from the exterior of the Building. All electrical ceiling fixtures hung in offices or spaces along the perimeter of the Building must be fluorescent or of a quality, type, design, and bulb color approved by Lessor. No articles shall be placed or kept on the window sills so as to be visible from the exterior of the Building. No articles shall be placed against glass partitions or doors which Lessor considers unsightly from outside County's Premises.
5. Lessor reserves the right to exclude from the Building and the Project, between the hours of 6 p.m. and 8 a.m. and at all hours on Saturdays, Sundays and legal holidays, all persons who are not tenants or their accompanied guests in the Building. Each tenant shall be responsible for all persons for whom it allows to enter the Building or the Project and shall be liable to Lessor for all acts of such persons.

Lessor and its agents shall not be liable for damages for any error concerning the admission to, or exclusion from, the Building or the Project of any person.

During the continuance of any invasion, mob, riot, public excitement or other circumstance rendering such action advisable in Lessor's opinion, Lessor reserves the right (but shall not be obligated) to prevent access to the Building and the Project during the continuance of that event by any means it considers appropriate for the safety of tenants and protection of the Building, property in the Building and the Project.

County of Riverside

6. All cleaning and janitorial services for the Building and the Premises shall be provided exclusively through Lessor. Except with the written consent of Lessor, no person or persons other than those approved by Lessor shall be permitted to enter the Building for the purpose of cleaning the same. County shall not cause any unnecessary labor by reason of County's carelessness or indifference in the preservation of good order and cleanliness of its Premises. Lessor shall in no way be responsible to County for any loss of property on the Premises, however occurring, or for any damage done to County's property by the janitor or any other employee or any other person.
7. County shall see that all doors of its Premises are closed and securely locked and must observe strict care and caution that all water faucets or water apparatus, coffee pots or other heat-generating devices are entirely shut off before County or its employees leave the Premises, and that all utilities shall likewise be carefully shut off, so as to prevent waste or damage. Tenant shall be responsible for any damage or injuries sustained by other tenants or occupants of the Building or Project or by Lessor for noncompliance with this rule. On multiple-tenancy floors, all tenants shall keep the door or doors to the Building corridors closed at all times except for ingress and egress.
8. County shall not use any method of heating or air-conditioning other than that supplied by Lessor. As more specifically provided in County's lease of the Premises, County shall not waste electricity, water or air-conditioning and agrees to cooperate fully with Lessor to assure the most effective operation of the Building's heating and air-conditioning, and shall refrain from attempting to adjust any controls other than room thermostats installed for County's use.
9. Lessor will furnish County free of charge with two keys to each door in the Premises. Lessor may make a reasonable charge for any additional keys, and County shall not make or have made additional keys. County shall not alter any lock or access device or install a new or additional lock or access device or bolt on any door of its Premises, without the prior written consent of Lessor. If Lessor shall give its consent, County shall in each case furnish Lessor with a key for any such lock. County, upon the termination of its tenancy, shall deliver to Lessor the keys for all doors which have been furnished to County, and in the event of loss of any keys so furnished, shall pay Lessor therefor.
10. The restrooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown into them. The expense of any breakage, stoppage, or damage resulting from violation of this rule shall be borne by the tenant who, or whose employees or invitees, shall have caused the breakage, stoppage, or damage.
11. County shall not use or keep in or on the Premises, the Building or the Project any kerosene, gasoline, or inflammable or combustible fluid or material.
12. County shall not use, keep or permit to be used or kept in its Premises any foul or noxious gas or substance. County shall not allow the Premises to be occupied or used in a manner offensive or objectionable to Lessor or other occupants of the Building by reason of noise, odors and/or vibrations or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be brought or kept in or about the Premises, the Building, or the Project.
13. No cooking shall be done or permitted by any tenant on the Premises, except that use by the tenant of Underwriters' Laboratory (UL) approved equipment, refrigerators and microwave ovens may be used in the Premises for the preparation of coffee, tea, hot chocolate and similar beverages, storing and heating food for tenants and their employees shall be permitted. All uses must be in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations and the Lease.
14. Except with the prior written consent of Lessor, County shall not sell, or permit the sale, at retail, of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise in or on the Premises, nor shall County carry on, or permit or allow any employee or other person to carry on, the business of stenography, typewriting or any similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building, nor shall the Premises be used for the storage of merchandise or for manufacturing of any kind, or the business of a public barber shop, beauty parlor, nor shall the Premises be used for any illegal, improper, immoral or objectionable purpose, or any business or activity other than that specifically provided for in such Tenant's Lease. County shall not accept hairstyling, barbering, shoeshine, nail, massage or similar services in the Premises or common areas except as authorized by Lessor.

County of Riverside

15. If County requires telegraphic, telephonic, telecommunications, data processing, burglar alarm or similar services, it shall first obtain, and comply with, Lessor's instructions in their installation. The cost of purchasing, installation and maintenance of such services shall be borne solely by County.
16. Lessor will direct electricians as to where and how telephone, telegraph and electrical wires are to be introduced or installed. No boring or cutting for wires will be allowed without the prior written consent of Lessor. The location of burglar alarms, telephones, call boxes and other office equipment affixed to the Premises shall be subject to the prior written approval of Lessor.
17. County shall not install any radio or television antenna, satellite dish, loudspeaker or any other device on the exterior walls or the roof of the Building, without Lessor's consent. County shall not interfere with radio or television broadcasting or reception from or in the Building, the Project or elsewhere.
18. County shall not mark, or drive nails, screws or drill into the partitions, woodwork or drywall or in any way deface the Premises or any part thereof without Lessor's consent. County may install nails and screws in areas of the Premises that have been identified for those purposes to Lessor by Tenant at the time those walls or partitions were installed in the Premises. County shall not lay linoleum, tile, carpet or any other floor covering so that the same shall be affixed to the floor of its Premises in any manner except as approved in writing by Lessor. The expense of repairing any damage resulting from a violation of this rule or the removal of any floor covering shall be borne by the tenant by whom, or by whose contractors, employees or invitees, the damage shall have been caused.
19. No furniture, freight, equipment, materials, supplies, packages, merchandise or other property will be received in the Building or carried up or down the elevators except between such hours and in such elevators as shall be designated by Lessor.

County shall not place a load upon any floor of its Premises which exceeds the load per square foot which such floor was designed to carry or which is allowed by law. Lessor shall have the right to prescribe the weight, size and position of all safes, furniture or other heavy equipment brought into the Building. Safes or other heavy objects shall, if considered necessary by Lessor, stand on wood strips of such thickness as determined by Lessor to be necessary to properly distribute the weight thereof. Lessor will not be responsible for loss of or damage to any such safe, equipment or property from any cause, and all damage done to the Building by moving or maintaining any such safe, equipment or other property shall be repaired at the expense of County.

Business machines and mechanical equipment belonging to County which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Lessor or to any tenants in the Building shall be placed and maintained by County, at County's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be acceptable to Lessor.

20. County shall not install, maintain or operate upon its Premises any vending machine without the written consent of Lessor.
21. There shall not be used in any space, or in the public areas of the Project either by County or others, any hand trucks except those equipped with rubber tires and side guards or such other material handling equipment as Lessor may approve. Tenants using hand trucks shall be required to use the freight elevator, or such elevator as Lessor shall designate. No other vehicles of any kind shall be brought by Tenant into or kept in or about its Premises.
22. Each tenant shall store all its trash and garbage within the interior of the Premises. Tenant shall not place in the trash boxes or receptacles any personal trash or any material that may not or cannot be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the city, without violation of any law or ordinance governing such disposal. All trash, garbage and refuse disposal shall be made only through entry-ways and elevators provided for such purposes and at such times as Lessor shall designate. If the Building has implemented a building-wide recycling program for tenants, County shall use good faith efforts to participate in said program.

County of Riverside

23. Canvassing, soliciting, distribution of handbills or any other written material and peddling in the Building and the Project are prohibited and each tenant shall cooperate to prevent the same. No tenant shall make room-to-room solicitation of business from other tenants in the Building or the Project, without the written consent of Lessor.
24. Lessor shall have the right, exercisable without notice and without liability to any tenant, to change the name and address of the Building and the Project.
25. Lessor reserves the right to exclude or expel from the Project any person who, in Lessor's judgment, is under the influence of alcohol or drugs or who commits any act in violation of any of these Rules and Regulations.
26. Without the prior written consent of Lessor, Tenant shall not use the name of the Building or the Project or any photograph or other likeness of the Building or the Project in connection with, or in promoting or advertising, County's business except that County may include the Building's or Project's name in County's address.
27. County shall comply with all safety, fire protection and evacuation procedures and regulations established by Lessor or any governmental agency.
28. County assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.
29. The requirements of County will be attended to only upon appropriate application at the office of the Building by an authorized individual. Employees of Lessor shall not perform any work or do anything outside of their regular duties unless under special instructions from Lessor, and no employees of Lessor will admit any person (tenant or otherwise) to any office without specific instructions from Lessor.
30. Lessor reserves the right to designate the use of the parking spaces on the Project. County or County's guests shall park between designated parking lines only, and shall not occupy two parking spaces with one car. Parking spaces shall be for passenger vehicles only; no boats, trucks, trailers, recreational vehicles or other types of vehicles may be parked in the parking areas (except that trucks may be loaded and unloaded in designated loading areas). Vehicles in violation of the above shall be subject to tow-away, at vehicle owner's expense. Vehicles parked on the Project overnight without prior written consent of the Lessor shall be deemed abandoned and shall be subject to tow-away at vehicle owner's expense. No tenant of the Building shall park in visitor or reserved parking areas. Any tenant found parking in such designated visitor or reserved parking areas or unauthorized areas shall be subject to tow-away at vehicle owner's expense. The parking areas shall not be used to provide car wash, oil changes, detailing, automotive repair or other services unless otherwise approved or furnished by Lessor. County will from time to time, upon the request of Lessor, supply Lessor with a list of license plate numbers of vehicles owned or operated by its employees or agents.
31. No smoking of any kind shall be permitted anywhere within the Building, including, without limitation, the Premises and those areas immediately adjacent to the entrances and exits to the Building, or any other area as Lessor elects. Smoking in the Project is only permitted in smoking areas identified by Lessor, which may be relocated from time to time.
32. If the Building furnishes common area conferences rooms for tenant usage, Lessor shall have the right to control each tenant's usage of the conference rooms, including limiting tenant usage so that the rooms are equally available to all tenants in the Building. Any common area amenities or facilities shall be provided from time to time at Lessor's discretion.
33. County shall not swap or exchange building keys or cardkeys with other employees or tenants in the Building or the Project.
34. County shall be responsible for the observance of all of the foregoing Rules and Regulations by County's employees, agents, clients, customers, invitees and guests.
35. These Rules and Regulations are in addition to, and shall not be construed to in any way modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of any premises in the Project.

County of Riverside

36. Lessor may waive any one or more of these Rules and Regulations for the benefit of any particular tenant or tenants, but no such waiver by Lessor shall be construed as a waiver of such Rules and Regulations in favor of any other tenant or tenants, nor prevent Lessor from thereafter enforcing any such Rules and Regulations against any or all tenants of the Building.
37. Lessor reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety and security, for care and cleanliness of the Building and the Project and for the preservation of good order therein. County agrees to abide by all such Rules and Regulations herein stated and any additional rules and regulations which are adopted.

LEASEHOLD IMPROVEMENT AGREEMENT
(4210 Riverwalk, Suite's 320 and 370, Riverside)

This Leasehold Improvement Agreement shall set forth the terms and conditions relating to the construction of the County improvements in the Premises. This Leasehold Improvement Agreement is essentially organized chronologically and addresses the issues of the construction of the Premises, in sequence, as such issues will arise during the actual construction of the Premises. All references in this Leasehold Improvement Agreement to Paragraphs or Sections of the "Lease" shall mean the relevant portion of that certain Office Lease to which this Leasehold Improvement Agreement is attached as Exhibit "B" and of which this Leasehold Improvement Agreement forms a part, and all references in the Lease to Sections of "Leasehold Improvement Agreement" shall mean the relevant portion of this Leasehold Improvement Agreement and all references in this Leasehold Improvement Agreement to Sections of this Leasehold Improvement Agreement shall mean the relevant portion of this Leasehold Improvement Agreement.

SECTION 1 - LESSOR'S INITIAL CONSTRUCTION OF PREMISES

1.1 Lessor will cause the construction of, at its sole cost and expense, or has acquired or constructed, that certain free standing building described in Section 2 of the Lease, hereinafter referred to as the "Base Building."

SECTION 2 - SPACE PLAN AND WORKING DRAWINGS FOR THE PREMISES

2.1 Lessor shall, at its sole cost and expense, construct the improvements in the Premises (the "Leasehold Improvements") pursuant to the approved space plan (the "Final Space Plan"), and the working drawings as set forth in section 3.2 and 3.3 of this exhibit, and as shown on Exhibit "B-1" attached to this Lease. Lessor shall make no changes or modifications to the Final Space Plan without the prior written consent of County, which consent may be withheld if such change or modification would directly or indirectly delay the "Substantial Completion," as that term is defined in Section 6.1 of this Leasehold Improvement Agreement, of the Premises or increase the cost of designing or constructing the Leasehold Improvements.

SECTION 3 - CONSTRUCTION DRAWINGS

3.1 Selection of Architect/Construction Drawings. Lessor shall retain an architect or space planner (the "Architect") to prepare the Construction Drawings. Lessor shall retain the engineering consultants (the "Engineers") to prepare all plans and engineering working drawings relating to the structural, mechanical, electrical, plumbing, HVAC, life safety, and sprinkler work of the Leasehold Improvements. The plans and drawings to be prepared by Architect and the Engineers hereunder shall be known collectively as the "Construction Drawings." All Construction Drawings shall comply with the drawing format and specifications as determined by Lessor, and shall be subject to County's approval. Lessor and Architect shall verify, in the field, the dimensions and conditions as shown on the relevant portions of the Base Building Plans, and Lessor and Architect shall be solely responsible for the same, and County shall have no responsibility in connection therewith. County's review of the Construction Drawings as

set forth in this Section 3, shall be for its sole purpose and shall not imply County's review of the same, or obligate Lessor to review the same, for quality, design, Code compliance or other like matters. Accordingly, notwithstanding that any Construction Drawings are reviewed by County or its agents and consultants, and notwithstanding any advice or assistance which may be rendered to Lessor by County or County's agents or consultants, County shall have no liability whatsoever in connection therewith and shall not be responsible for any omissions or errors contained in the Construction Drawings, and Lessor's waiver and indemnity set forth in this Lease shall specifically apply to the Construction Drawings.

3.2 Final Space Plan. Prior to execution of the Lease by County, Lessor and the Architect shall prepare the final space plan for Leasehold Improvements in the Premises (collectively, the "Final Space Plan"), as set forth in Exhibit "B-2" which Final Space Plan shall include a layout and designation of all offices, rooms and other partitioning, their intended use, and equipment to be contained therein, and shall deliver the Final Space Plan County for County's approval.

3.3 Final Working Drawings. Within thirty (30) working days after execution of the Lease by County and delivery of a copy of the Lease to Lessor, Lessor, the Architect and the Engineers shall complete the architectural and engineering drawings for the Leasehold Improvements, and the final architectural working drawings in a form which is complete to allow subcontractors to perform the work and to obtain all applicable permits (collectively, the "Final Working Drawings") and shall submit the same to County for County's approval. Upon approval by County the Final Working Drawings shall be incorporated into this lease as Exhibit "B-3". County shall have ten (10) days to review and approve.

3.4 Permits. The Final Working Drawings shall be approved by County (the "Approved Working Drawings") prior to the commencement of the construction of the Leasehold Improvements. Lessor shall immediately submit the Approved Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to commence and fully complete the construction of the Leasehold Improvements (the "Permits"). Lessor hereby agrees that neither County nor County's agents or consultants shall be responsible for obtaining any building permit or certificate of occupancy for the Premises and that the obtaining of the same shall be Lessor's responsibility; provided however that County shall, in any event, cooperate with Lessor in executing permit applications and performing other ministerial acts reasonably necessary to enable Lessor to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of County, provided that County may, or may not withhold its consent, in its sole discretion, to any change in the Approved Working Drawings if such change would directly or indirectly delay the "Substantial Completion" of the Premises as that term is defined in Section 6.1 of this Leasehold Improvement Agreement.

3.5 County shall use its best, good faith, efforts and all due diligence to

cooperate with the Architect, the Engineers, and Lessor to complete all phases of the Construction Drawings and the permitting process and to receive the permits, and approval of the "Construction Costs," as set forth in Section 7.1 below, as soon as possible after the execution of the Lease, and, in that regard, shall meet with Lessor on a scheduled basis to be determined by County, to discuss Lessor's progress in connection with the same. Upon County's execution of this Lease, Lessor shall provide County with a construction schedule including time projections for planning, entitlement process, related preparation and construction of the Leasehold Improvements.

SECTION 4 - LESSOR COVENANTS

4.1 Lessor recognizes, understands and covenants that any and all improvements shall be undertaken according to Exhibit "F," General Construction Specifications for Leased Facilities, as well as Exhibit "F-1", Lessor's Building Specifications, attached thereto and made a part of the Lease.

4.2 Lessor shall comply and stay current with all applicable building standards, which may change from time to time, including but not limited to, the Americans with Disabilities Act of 1990 and any regulations issued pursuant thereto in providing improvements contemplated herein.

SECTION 5 - CONSTRUCTION

5.1 Lessor shall diligently pursue the planning, entitlement process, related preparation and construction of the Leasehold Improvements. Lessor shall provide County with periodic written progress reports, which reports shall contain, without limitation, updated information relative to permit approvals and construction.

5.2 Lessor shall notify County, in writing, forthwith when such planning, entitlement process, related preparation and construction of the Leasehold Improvements have been completed, a Certificate of Occupancy has been issued by the City of Riverside, or if no new Certificate of Occupancy is required, then upon acceptance of the improvements by the City of Riverside upon final inspection, all required permits have been obtained and electrical power has been turned on. Within five (5) days thereafter, County shall schedule and conduct a "job walk" with Lessor for the purpose of accepting the Premises for occupancy. County shall accept the Premises if the improvements are Substantially Complete and the Premises are available for useful occupancy, as hereinafter defined. County reserves the right to determine if the Premises are Substantially Complete and available for useful occupancy.

5.3 In addition, immediately after the Substantial Completion of the Premises, Lessor shall have prepared and delivered to the County (1) a complete set of "As-Built" drawings showing every detail, latent or otherwise, of such improvements, including but not limited to electrical circuitry and plumbing, and (2) the same complete set of "As-Built" drawings on a computer disk in a CADD format.

SECTION 6 - COMPLETION OF THE COUNTY IMPROVEMENTS; LEASE COMMENCEMENT DATE

6.1 For purposes of this Lease, "Substantial Completion" of the Premises shall occur upon the completion of construction of the Leasehold Improvements in the Premises pursuant to the Approved Working Drawings, with the exception of any punch list items and any County fixtures, work-stations, built-in furniture, or equipment to be installed by County. Provided however, that such punch list items do not preclude the useful occupancy of the Premises. Useful occupancy herein defined as the Premises being safe, free of hazard, free of any risk to the safety of County employees and available for the use set forth in the Lease.

6.2 The Lease Commencement Date shall occur as set forth in Section 6.1, above.

SECTION 7 - CONSTRUCTION COSTS

7.1 The total costs of all the Leasehold Improvements for Suite number 370, including but not limited to the improvements, architectural fees and permits, including Lessor's 10% contingency shall not exceed the sum of \$487,436.00, which sum represents Lessor's estimate of such construction costs. This amount includes Lessor's tenant improvement credit in the amount of \$55.74 psf. for a total tenant improvement credit amount of \$305,399.00 and a County contribution amount not to exceed \$182,036.00. Any monies not used by contingency shall be returned to the County. In addition, Lessor, at Lessor's sole cost and expense, shall pay for the reasonable costs of material and labor of the initial installation of County's standard phone and data lines in Suite number 320; in all other respects, County accepts Suite number 320 in its "as-is" condition and acknowledges that Lessor has no obligation to make any other changes or improvements to Suite number 320.

7.2 Upon completion of the Leasehold Improvements and within fourteen (14) days of Substantial Completion and acceptance of the Premises by County, Lessor shall provide County with an itemized statement, of the actual costs of the Leasehold Improvements incurred by Lessor, accompanied by vendor, contractor, subcontractor, material invoices if requested by the County. The actual cost, if less than the construction costs set forth in paragraph 7.1.

SECTION 8 - REIMBURSEMENT FOR LEASEHOLD IMPROVEMENTS

8.1 County agrees to pay Lessor an amount not to exceed \$182,036.00 upon such Leasehold Improvements are completed and accepted by County, upon receipt of an itemized statement as set forth in paragraph 7.2.

SECTION 9 - MISCELLANEOUS

9.1 County's Entry Prior to Substantial Completion. Provided that County and its agents do not interfere with Lessor's work in the Premises, Lessor shall allow County access to the Premises prior to the Substantial Completion of the Premises for the purpose of County installing over standard equipment or fixtures (including County's data and telephone equipment) in the Premises. Prior to County's entry into the

Premises as permitted by the terms of this Section 9.1, County shall submit a schedule to Lessor, for approval, which schedule shall detail the timing and purpose of County's entry. County shall hold Lessor harmless from and indemnify, protect and defend Lessor against any loss or damage to the Premises and against injury to any persons caused by County's actions pursuant to this Section 9.1.

9.2 County's Representative. County has designated its Assistant County Executive Officer/EDA as its sole representative with respect to the matters set forth in this Leasehold Improvement Agreement, who, until further notice to Lessor, shall have full authority and responsibility to act on behalf of the County as required in this Leasehold Improvement Agreement.

9.3 Lessor's Representative. Lessor has designated Mark Valentine as its sole representative with respect to the matters set forth in this Leasehold Improvement Agreement, who, until further notice to County, shall have full authority and responsibility to act on behalf of the Lessor as required in this Leasehold Improvement Agreement.

9.4 County's Agents. All subcontractors, laborers, material men, and suppliers retained directly by County shall conduct their activities in and around the Premises, in a harmonious relationship with all other subcontractors, laborers, material men and suppliers at the Premises.

9.5 Time of the Essence in this Leasehold Improvement Agreement. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. In all instances where County is required to approve, if no written notice of approval is given within the stated time period, at the end of such period the item shall automatically be deemed not approved.


9.6 Lessor's Lease Default. Notwithstanding any provision to the contrary contained in this Lease, if an event of default by Lessor of this Leasehold Improvement Agreement, and said default has occurred at any time on or before the Substantial Completion of the Premises, then (i) in addition to all other rights and remedies granted to County pursuant to the Lease, County shall have the right to cause Lessor to cease the construction of the Leasehold Improvements and (ii) all other obligations of County under the terms of this Leasehold Improvement Agreement shall be forgiven until such time as such default is cured pursuant to the terms of the Lease or this Leasehold Improvement Agreement.

CC:ra/010616/17.875 Exhibit B

EXHIBIT B-1 IMPROVEMENTS

Opinion of Probable Cost

Printed: 12/2/2015 9:39 AM

					
Riverside DOPH - Revised 12/02/15 3rd Floor					
				Project #: 115194	
No.	Description		Total Cost / sf		Remarks
			Total Cost / sf	Total	
01	Site	0 ls	\$0.00	\$0	
02	Shell	0 ls	\$0.00	\$0	
03	Tenant Improvement	5,479 sf	\$67.97	\$372,395	
04	Common Space	0 ls	\$0.00	\$0	
Total	Lease Space	5,479 sf	\$67.97	\$372,395	
	General Conditions	10.00 wks		\$45,000	
	Insurances	1.00 ls		\$5,635	
	Fund Control	0.00 %		\$0	
	Escalation	0.00 %		\$0	
	Gross Receipt Tax	0.00 %		\$0	
	Administration	0.00 %		\$0	
	Contractor's Fee	4.75 %		\$20,094	
Total	Mark-ups	5,479 sf	\$12.91	\$70,729	
Total	Construction Costs	5,479 sf	\$80.88	\$443,124	
	Architectural & Engineering	0.00 ls		\$0	
	Plan Check and Permit Fee	0.00 \$/sf		\$0	
	Contingency	10.00 %		\$44,312	
	Architectural Reimbursibles	0.00 ls		\$0	
Total	Design Fees & Contingency	5,479 sf	\$8.09	\$44,312	
Total	Project Cost (Base Bid)	5,479 sf	\$88.96	\$487,436	



**Riverside DOPH - Revised 12/02/15
3rd Floor**

Project #: 115194

Exclusions:

- 1 City deposits and fees for recycling program
- 2 Strapping existing conduit/boxes above ceiling.
- 3 Strapping or removing existing low voltage cables.
- 4 Bring existing ceiling up to code.
- 5 X-raying.
- 6 Off-hours.
- 7 Low voltage
- 8 Appliances & Equipment
- 9 Furniture and Furniture partition
- 10 Plan Check & Permit
- 11 Remove and relocate furniture
- 12 Property Management Fee
- 13 Keying
- 14 Skim coat base - See Alternates
- 15 Paint touch up - See Alternates
- 16 Touch up existing doors - See Alternates
- 17 Repair window coverings - See Alternates
- 18 Inspection for or removal of asbestos or other hazardous materials.
- 19 Moisture testing and treatment.
- 20 Builder's Risk Insurance and/or deductibles
- 21 Liquidated Damages
- 22 Fund Control. If required, please add 3% to contract total.
- 23 Deputy Inspections


Qualifications:

- 1 Work is qualified as regular hours work.
- 2 If actual moisture test result will exceed flooring manufacturer requirements, an allowance of \$5.00/sf will be added to our contract price.

The Subcontractor and Vendor unconditional releases for payment #1 will be due with Application #3 and payment #2 releases will be due with application #4 and so forth.

References:





















Pricing plan from


 <h2 style="margin: 0;">Riverside DOPH - Revised 12/02/15</h2> <h3 style="margin: 0;">3rd Floor</h3> <h4 style="margin: 0;">Detail</h4>	115194
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Description	Quantity	Unit	Unit Cost	Subtotal	Remarks
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Basic Space

Description	Quantity	Unit	Unit Cost	Subtotal	Remarks
General Requirements					
<input type="checkbox"/> Blue prints	20	sets	\$35	\$700	
<input type="checkbox"/> Cleanup labor	40	hr	\$45	\$1,800	
<input type="checkbox"/> Protection	1	ls	\$2,000	\$2,000	
<input type="checkbox"/> Final clean-up	5,479	sf	\$0.40	\$2,192	
<input type="checkbox"/> Trash haul service	2	ea	\$495	\$990	
<input type="checkbox"/> Temporary Toilets	1	ls	\$1,500	\$1,500	
Subtotal		sf	\$1.68	\$9,182	
Demolition					
<input type="checkbox"/> Haul-Off debris	1	ea	\$450	\$450	
<input type="checkbox"/> Protection	1	ea	\$1,000	\$1,000	
<input type="checkbox"/> Demo interior partitions	57	lf	\$15.00	\$855	
<input type="checkbox"/> Demo door assemblies	3	ea	\$35.00	\$105	
<input type="checkbox"/> Demo side light & frame	1	ea	\$35.00	\$35	
Subtotal		sf	\$0.45	\$2,445	
Finish Carpentry					
New Copy					
<input type="checkbox"/> P/lam upper cabinet	0	lf	\$125.00	\$0	
<input type="checkbox"/> P/lam base cabinet	0	lf	\$125.00	\$0	
<input type="checkbox"/> P/lam standard counter top	0	lf	\$50.00	\$0	
Literature Storage					
<input type="checkbox"/> P/lam upper cabinet	15	lf	\$140.00	\$2,100	
<input type="checkbox"/> P/lam base cabinet	15	lf	\$140.00	\$2,100	
<input type="checkbox"/> P/lam standard counter top	15	lf	\$65.00	\$975	
Printer Area					
<input type="checkbox"/> P/lam base cabinet	16	lf	\$140.00	\$2,240	
<input type="checkbox"/> P/lam standard counter top	16	lf	\$65.00	\$1,040	
Dept Head Office Area					
<input type="checkbox"/> P/lam base cabinet	14	lf	\$140.00	\$1,960	
<input type="checkbox"/> P/lam standard counter top	14	lf	\$65.00	\$910	
Subtotal		sf	\$2.07	\$11,325	
Doors / Frames / Hardware					
<input type="checkbox"/> Doors, Frames, Hardware	7	ea	\$1,500	\$10,500	
<input type="checkbox"/> Corridor Doors, Frames, Hardware	1	ea	\$2,000	\$2,000	
Subtotal		sf	\$2.28	\$12,500	

					
Riverside DOPH - Revised 12/02/15 3rd Floor Detail					
					115194
Description	Quantity	Unit	Unit Cost	Subtotal	Remarks
Glass & Glazing					
 Sidelights, 1/4"	6	ea	\$335.00	\$2,010	
Subtotal		sf	\$0.37	\$2,010	
Metal Stud - Drywall					
 Drywall Partitions	282	lf	\$85.00	\$23,970	
 Window support framing (framed glass)	18	lf	\$30.00	\$540	
 Finished ends	2	ea	\$125.00	\$250	
 Millwork backing	15	lf	\$15.00	\$225	
 Mullion connections	7	ea	\$77.25	\$541	
 Switch patch	10	ea	\$88.58	\$886	
 Electrical patches	10	ea	\$43.26	\$433	
 Door in-fill	1	ea	\$227.63	\$228	
 Scar patches	10	ea	\$43.26	\$433	
 FEC Frame	2	ea	\$48.41	\$97	
 Stock & clean-up	1	ls	\$1,380	\$1,380	
Subtotal		sf	\$5.29	\$28,981	
Acoustical Treatment					
 Acoustical Ceiling Grid & Tile	5,479	sf	\$5.15	\$28,217	
Subtotal		sf	\$5.15	\$28,217	
Flooring					
 VCT	420	sf	\$3.00	\$1,260	
 Carpet Allowance	639	sy	\$24.00	\$15,341	
 Rubber Base	1,200	lf	\$2.00	\$2,400	
Subtotal		sf	\$3.47	\$19,001	
Painting & Wall Coverings					
 Paint Suite Throughout	5,479	sf	\$1.55	\$8,492	
Subtotal		sf	\$1.55	\$8,492	
Signs					
 Code Compliant Signage	1	ls	\$1,000	\$1,000	
Subtotal		sf	\$0.18	\$1,000	
Fire Extinguishers					
 Fire extinguishers & cabinets	2	ea	\$265	\$530	
Subtotal		sf	\$0.10	\$530	

 <h2 style="margin: 0;">Riverside DOPH - Revised 12/02/15</h2> <h3 style="margin: 0;">3rd Floor</h3> <h4 style="margin: 0;">Detail</h4> 115194
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Description	Quantity	Unit	Unit Cost	Subtotal	Remarks
Operable partition					
<input type="checkbox"/> Operable Partition	280	sf	\$68.50	\$19,180	
<input type="checkbox"/> Operable partition support	1	ea	\$10,000	\$10,000	Allowance
Subtotal		sf	\$5.33	\$29,180	
Window Covering					
<input type="checkbox"/> Mechoshades	24	ea	\$415.00	\$9,960	
Subtotal		sf	\$1.82	\$9,960	
Fire Protection					
<input type="checkbox"/> Fire Sprinkler Modifications	5,479	sf	\$1.85	\$10,136	
Subtotal		sf	\$1.85	\$10,136	
Plumbing					
<input type="checkbox"/> Kitchen Sink, water heater, coffee, with waste, water and vent	0	ls	\$6,725	\$0	
Subtotal		sf	\$0.00	\$0	
HVAC					
<input type="checkbox"/> HVAC - Allowance	5,479	sf	\$17.00	\$93,143	Allowance
Subtotal		sf	\$17.00	\$93,143	
Electrical					
<input type="checkbox"/> Electrical - Allowance	5,479	sf	\$18.00	\$98,622	Allowance
Subtotal		sf	\$18.00	\$98,622	
Fire Life Safety					
<input type="checkbox"/> Fire Life Safety - Allowance	5,479	sf	\$1.40	\$7,671	Allowance
Subtotal		sf	\$1.40	\$7,671	
<hr/>					
Subtotal of Basic Space	5,479	sf	\$67.97	\$372,395	
<hr/>					
Total	5,479	ls	\$67.97	\$372,395	

EXHIBIT B-2
SUITE 320

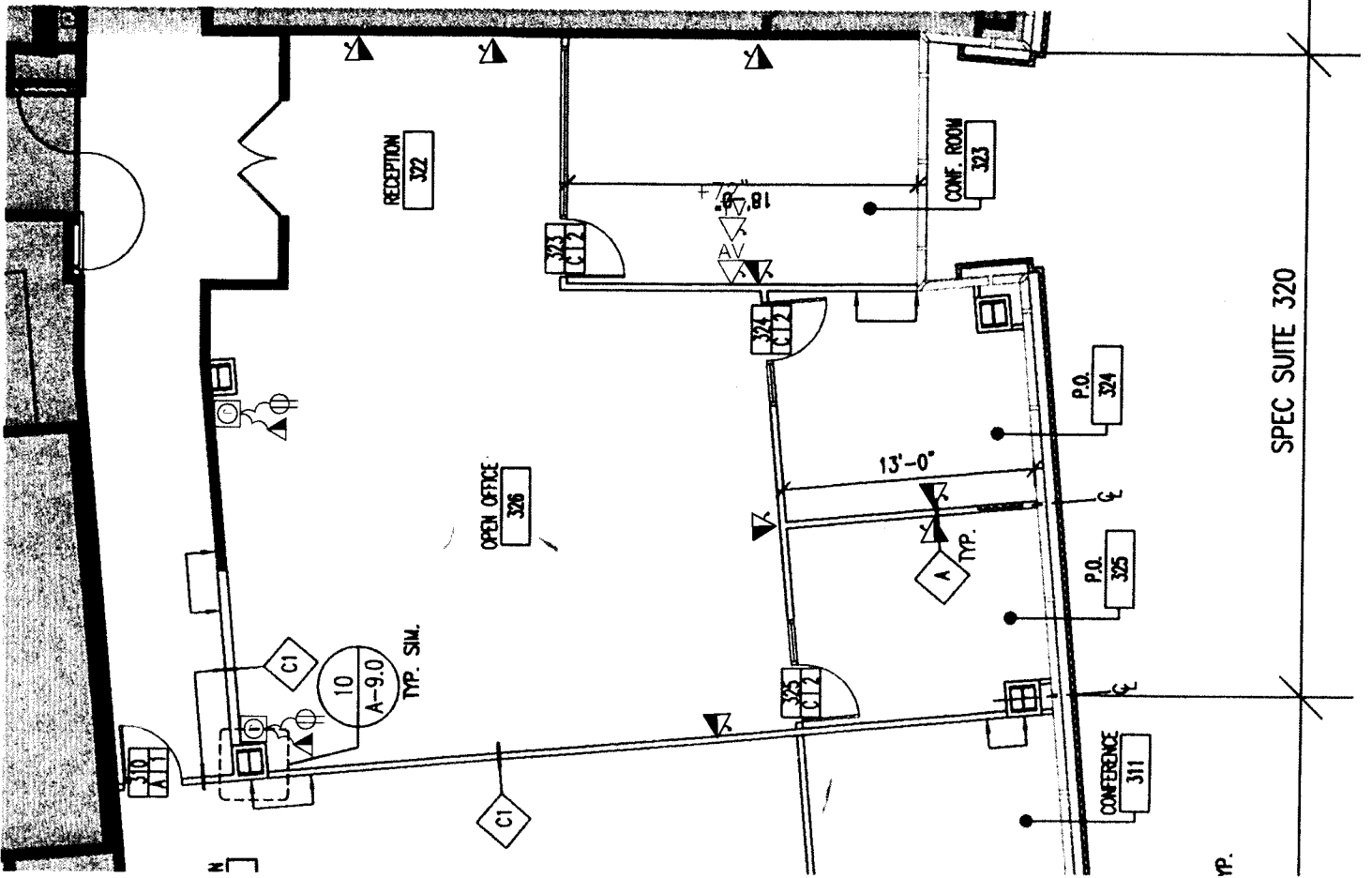
SYSTEMS FURNITURE IN-FEED: CEILING IN-FEED UTILITY COLUMN PROVIDED BY THE SYSTEMS FURNITURE VENDOR OR THE ELECTRICIAN IS TO INSTALL ONE (1) 1.25 INCH EMT CONDUIT (FLEX NOT ALLOWED) STUBBED INTO THE CEILING SPACE, 5S BOX, DUAL-GANG REDUCER, REAM AND ADD BUSHING. HEIGHT SHALL BE APPROX. 18 INCHES TO BOTTOM OF OUTLET OR MATCH STANDARD ELECTRICAL HEIGHT. ONE (1) SYSTEMS FURNITURE IN-FEED IS REQUIRED FOR EVERY 4 SYSTEM FURNITURE LOCATIONS OR A TOTAL OF 12 CABLES; ADD SUFFICIENT QUANTITIES TO ACCOMMODATE THIS RATIO. EXACT LOCATION TO BE VERIFIED WITH FURNITURE VENDOR.

STANDARD HEIGHT WALL WORK AREA OUTLET: ELECTRICIAN TO INSTALL ONE (1) 1 INCH EMT CONDUIT (FLEX NOT ALLOWED) STUBBED INTO THE CEILING SPACE, 5S BOX, SINGLE-GANG REDUCER, REAM AND ADD BUSHING. HEIGHT SHALL BE APPROX. 18 INCHES TO BOTTOM OF OUTLET OR MATCH STANDARD ELECTRICAL HEIGHT. EXACT LOCATION TO BE VERIFIED WITH FURNITURE VENDOR.
RCIT CONTRACTOR TO INSTALL TWO (2) CATEGORY 6 DATA CABLES PER WORK AREA OUTLET.

AUDIO VISUAL WORK AREA OUTLET: ELECTRICIAN TO INSTALL ONE (1) SINGLE-GANG MUD RING BRACKET. HEIGHT SHALL MATCH STANDARD ELECTRICAL OUTLET HEIGHT, OR AS NOTED ON THE DRAWING. PROVIDE ONE (1) 2 INCH KNOCK-OUT ON THE TOP STUD OF THE WALL; ADD NON-METALIC SNAP IN BUSHING AND PULL STRING.
RCIT CONTRACTOR - SEE DETAILED SCOPE OF WORK FOR EXACT REQUIREMENTS.

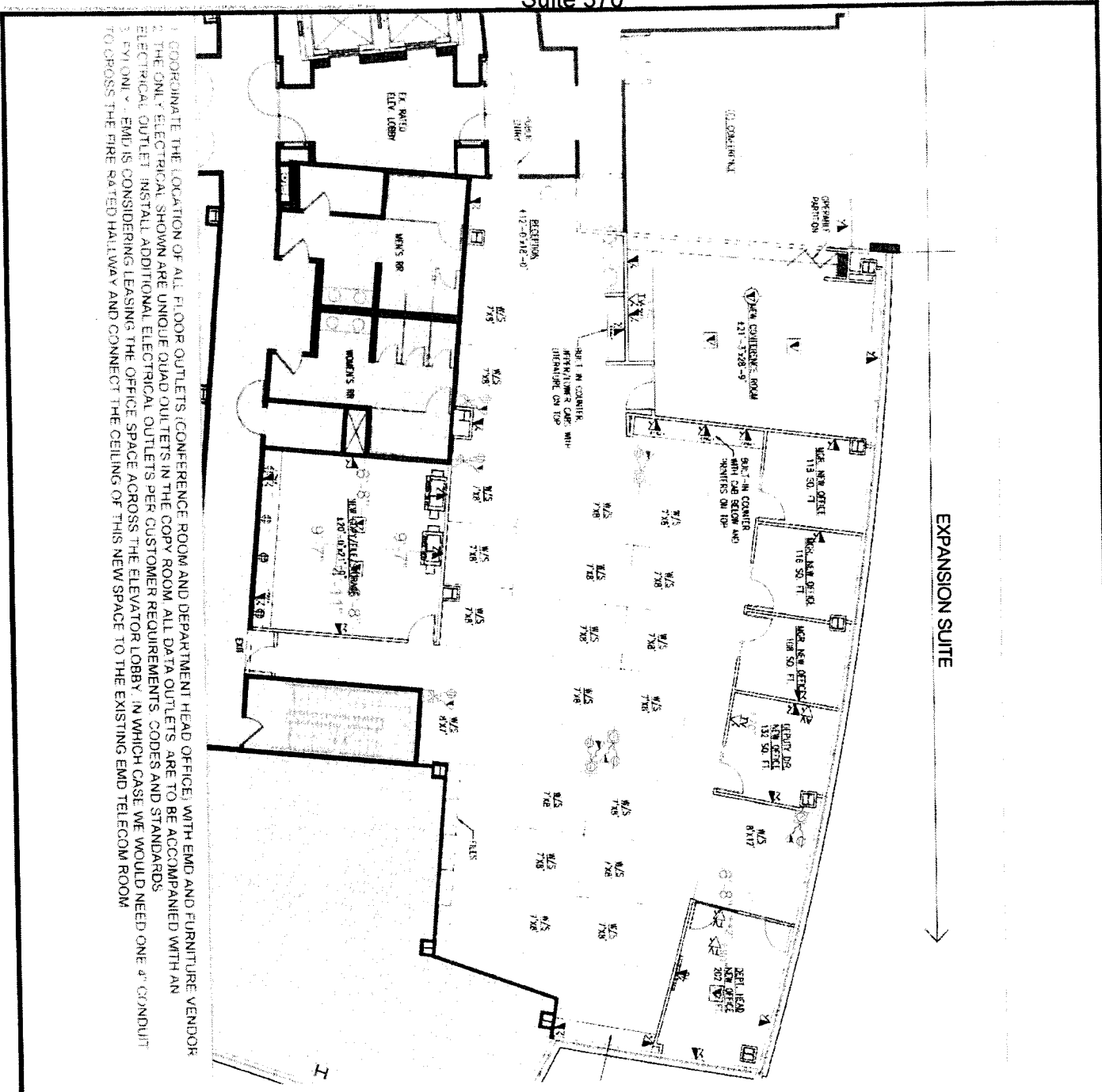
TELEVISION WORK AREA OUTLET: ELECTRICIAN TO INSTALL ONE (1) SINGLE-GANG MPLS MOUNTING BRACKET. HEIGHT SHALL BE 70" AFF. PROVIDE ONE (1) 2 INCH KNOCK-OUT ON THE TOP STUD OF THE WALL; ADD NON-METALIC SNAP IN BUSHING AND PULL STRING.
RCIT CONTRACTOR TO INSTALL ONE (1) RG6 QUAD SHIELD COAX CABLE.

VERIFY EXACT LOCATION OF OUTLETS WITH EMD AND FURNITURE VENDOR PRIOR TO INSTALLATION



VP.

Exhibit B-2
Suite 370



1. COORDINATE THE LOCATION OF ALL FLOOR OUTLETS (CONFERENCE ROOM AND DEPARTMENT HEAD OFFICE) WITH EMD AND FURNITURE VENDOR
2. THE ONLY ELECTRICAL SHOWN ARE UNIQUE QUAD OUTLETS IN THE COPY ROOM. ALL DATA OUTLETS ARE TO BE ACCOMPANIED WITH AN ELECTRICAL OUTLET. INSTALL ADDITIONAL ELECTRICAL OUTLETS PER CUSTOMER REQUIREMENTS, CODES AND STANDARDS.
3. FINISH - EMD IS CONSIDERING LEASING THE OFFICE SPACE ACROSS THE ELEVATOR LOBBY, IN WHICH CASE WE WOULD NEED ONE 9" CONDUIT TO CROSS THE FIRE RATED HALLWAY AND CONNECT THE CEILING OF THIS NEW SPACE TO THE EXISTING EMD TELECOM ROOM.

EXPANSION SUITE

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA FIRE CODE, AND CALIFORNIA BUILDING CODE.

KEY NOTES

- 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA FIRE CODE, AND CALIFORNIA BUILDING CODE.
- 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA FIRE CODE, AND CALIFORNIA BUILDING CODE.
- 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA ELECTRICAL CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA PLUMBING CODE, CALIFORNIA FIRE CODE, AND CALIFORNIA BUILDING CODE.



Riverside
County
Information
Technology
Bureau

4210 Riverwalk Parkway, Suite A
Riverside, CA 92507
Phone: (951) 486-2725
Fax: (951) 486-2725
Email: rcs@rcit.com

Emergency Management Department
3rd Floor Expansion
4210 Riverwalk Parkway,
RIVERSIDE, CA 92505

DATE	October 28, 2015
PROJECT	IT730010PENSRRH
REQUESTED BY	
REVISION/LOCATION	ST

SHEET TITLE
FLOOR PLAN

SHEET 08

EXHIBIT B-3
FINAL WORKING DRAWINGS

As per Exhibit B., Section 3.3 Lessor shall provide Final Working Drawings within (30) working days after execution of the Lease by County and delivery of copy of Lease to Lessor.

ASBESTOS

- A. Lessor shall operate and maintain the below described spaces free of hazard from asbestos containing construction materials (ACCM's) as defined in Title 15, Sections 1601 and 2607 of the United States Code. An asbestos hazard will be recognized if an average concentration exceeds 0.01 fibers longer than five microns per cubic centimeter of air measured over an eight hour period as determined by the Transmission Electron Microscopy (TEM) method. TEM testing will be mandatory if samples tested by the Phase Contrast Microscopy (PCM) method indicate .1 or more fibers per cc of air.
1. Space leased to the County and plenums in the same HVAC zone.
 2. Common public areas which County employees or its invitees would normally/reasonably use.
 3. Building maintenance areas, utility spaces, and elevator shafts within or serving areas described in items 1 and 2 above.
- B. In the event construction of the building wherein leased premises are located was completed prior to 1979, the Lessor shall provide the County with certification that the areas referred to above are free of asbestos hazard from ACCM's prior to the execution of this lease. If said premises were constructed after 1979, Lessor shall provide County with a written statement to that effect.
- C. Certification shall be in the form of an ACCM's Survey and Evaluation Report prepared by a qualified Industrial Hygienist who shall be certified by the American Board of Industrial Hygiene (ABIH) or an Environmental Protection Agency (EPA) – Asbestos Hazard Emergency Response Act (AHERA) certified inspector. Said survey shall include those areas listed in paragraph (A). Survey requirements are: visual walk-through inspection and testing of suspected ACCM's. Bulk samples of suspected ACCM's shall be analyzed by a laboratory certified by the Department of Health Services and recognized by the EPA Quality Assurance Program using the polarized light microscopy (PLM) method. If friable asbestos is found or the physical condition of suspected ACCM's indicate possible fiber release, air sampling and testing by the Phase Contrast Microscopy (PCM) method must be performed. If asbestos fiber concentrations of .1 fibers per cc of air or greater are found, further testing by the Transmission Electron Microscopy (TEM) method is mandatory. Said survey and evaluation report shall identify all ACCM's found and recommend abatement procedures. If necessary, the report shall also specify guidelines for the implementation of an operation and maintenance plan inclusive of any required monitoring and testing intervals. The report is subject to review and approval by the County and the Lessor shall agree to all conditions contained therein.

- D. If at any time during the term of this lease, or during any extension or renewal hereof, previously unidentified ACCM's hazard is discovered, or airborne asbestos fibers above the maximum allowable limits are found to be entering the County-leased space from any other area within the building or buildings in which the County-leased space is located, the Lessor shall immediately, at Lessor's sole cost and expense, control such release and perform abatement of all hazardous ACCM's that are determined to be affecting the County-leased space.
- E. Lessor shall perform asbestos notification as required by Chapter 10.4 of the Health and Safety Code and shall guarantee that all abatement work as required under the conditions of this lease is performed by a licensed contractor certified by the Contractors State License Board and registered with the Division of Occupational Safety and Health. The County reserves the right to establish consultant oversight of any asbestos related work program at its expense.
- F. Additionally, Lessor shall be responsible for any and all direct or indirect costs associated with the abatement of the above described ACCM's which include, but is not limited to the actual costs to the Lessor for ACCM's abatement and for all required monitoring reports before, during, and after abatement. In effect, all costs shall be borne by the Lessor that are in any way associated with the abatement of ACCM's from the Lessor's building including clean up of contaminated County-owned equipment, furnishings, and materials. Copies of the air monitoring reports shall be furnished to the County together with certification by an Industrial Hygienist Consultant registered with Cal/OSHA that the area is free of hazard from ACCM's.
- G. If it is determined that for safety reasons its employees should be relocated at any time prior to or during the abatement of ACCM's, the Lessor shall provide comparable accommodating space (at no cost to the County) throughout the abatement process. Said determination shall be made by a qualified representative of Cal/OSHA. The Lessor specifically agrees to pay for all costs associated with this move or reimburse the County, if the County paid for this cost, including all reasonable administrative costs and cost of moving or renting furniture, data processing, and telephone equipment.
- H. In the event, after written notice is provided by the County, the Lessor fails, refuses, or neglects to diligently pursue abatement of above described asbestos hazard from ACCM's, the County may effect such abatement; and, in addition to any other remedies it may have, deduct all reasonable costs of such abatement and all costs associated in any way with the abatement of the above described ACCM's from the rent that may then be or thereafter become due throughout the term of this lease. For this purpose and as a condition of this lease agreement, the Lessor shall obtain an EPA generator number and grant license to the County for its use.

- I. In addition to any other remedies it may have, in the event the Lessor fails to diligently pursue abatement of asbestos hazard from ACCM's, as required under the provisions of this lease, the County may, by notice in writing, terminate this lease. Lessor shall be liable to the County for all expenses, losses, and damages reasonably incurred by the County as a result of such termination; including, but not limited to additional rental necessary to pay for an available similar replacement facility over the period of what would have been the remaining balance of the lease term plus any option periods, costs of any necessary alterations to the replacement facility, administrative costs, and costs of moving furniture, data processing, and telephone equipment.

- J. The Lessor shall indemnify, defend, and hold the County of Riverside, its officers, and employees harmless from and against any and all losses, damages, judgements, expenses (including court costs and reasonable attorney fees), or claims whatsoever, arising out of, or in any way connected with or related to, directly or indirectly, the presence of asbestos hazard from ACCM's within the County-leased space or the building in which the leased premises are located.

EXHIBIT "D"
CONFIRMATION OF LEASE INFORMATION

1. LEASE REFERENCE DATE:
2. PREMISES: 4210 Riverwalk, Suite's 320, 370.
3. COMMENCEMENT DATE: Construction of the leasehold improvements is substantially complete and the lease term shall commence as of _____, for a term of Five Years ending on December 31, 2020, unless extended as provided in the Lease.
4. RENT: In accordance with the Lease, Rent will begin to accrue on _____, in the initial amount of \$_____per month.
5. Rent is due and payable in advance on the first day of each month during the Lease Term beginning _____.

AGREED and ACCEPTED

LESSOR:

COUNTY:

Dated:_____

Dated:_____

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.

**COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
Real Estate Division**

**GENERAL CONSTRUCTION SPECIFICATIONS
FOR LEASED FACILITIES**

A. INTENT

1. It is the intent of these instructions to convey to the Lessor and his bidders the construction requirements for obtaining a complete and usable facility under lease agreement. These instructions apply to all new construction (build-to-suit), alterations and repair and/or renovation in facilities leased to the County of Riverside.
2. All references to the County in this or any other specification means the Director of Facilities Management or his designee.
3. All work in accordance with these specifications or any other specifications and plans must be coordinated with the Director of Facilities Management or his designee. Specifications contained on or with specific plans for construction may contain more stringent provisions than the minimum requirements stated herein. The more stringent requirements shall govern.
4. When fully justified, Lessor may request waiver of any portion of these specifications. Such requests must be submitted in writing to the Economic Development Agency with full justification. All specifications will be enforced unless specifically waived by the Economic Development Agency in writing.

B. COMPLIANCE WITH LOCAL REGULATIONS

1. In the absence of such codes, ordinances or regulations, the Lessor's contractor shall use the latest edition of the "Uniform Building Code". However, when such local, County or State requirements contain more stringent provisions than the minimum requirements stated herein, the more stringent requirements shall govern.
2. The Lessor shall, without additional expense to the County, be responsible for obtaining and paying for any necessary construction fees, licenses and permits required for privately owned buildings. Lessor shall comply with any applicable Federal, State and Municipal laws, codes, and regulations in connection with the prosecution of the work, and shall take proper safety and health precautions to protect work, the workers, the public, and the property of others.
3. All work in accordance with these specifications must be done in strict compliance with the Americans with Disabilities Act of 1990 and any regulations issued pursuant thereto.

C. DRAWINGS

1. A site plan, clearly indicating employee, visitor and open parking spaces, shall be prepared. Floor plans, elevations, mechanical and electrical drawings shall be prepared, preferably at one eighth inch (1/8") scale.
2. The Economic Development Agency shall be provided four (4) complete sets of the aforementioned drawings and specifications for review and approval.
3. Prior to start of construction, two (2) complete approved sets of construction plans and specifications shall be provided to the Economic Development Agency. These sets shall be signed to indicate approval by Information Technology and the user department. One set will be returned to Lessor for construction, the second set shall be retained by Economic Development Agency.
4. Any changes or deviation from the approved plans and specifications will not be accepted without prior written approval from the Economic Development Agency.

D. **CONSTRUCTION**

1. A pre-construction conference with Lessor, contractor and County shall be conducted at a mutually agreed-upon site for reviewing and defining the construction requirements.
2. Inspections by the Economic Development Agency will be conducted at random times during the course of construction. The successful bidder shall maintain, on the job site, a complete set of approved final drawings and specifications marked up to show any changes and as-built conditions. Normally, three (3) unscheduled and one (1) final inspection will be conducted. At the final inspection, a punch list will be developed, and any deficiencies noted will be corrected prior to County's acceptance of the facility.

E. **SPECIFICATIONS**

1. The Lessor shall be responsible, in all cases, for the proper design and coordination of architectural, structural, plumbing, electrical, heating, ventilation, air conditioning, site elements, etc., of the proposed facility. Accessibility for physically handicapped is required, unless specifically waived in writing by the Economic Development Agency.
2. Lessor shall verify the accuracy of all dimensions, and he shall be responsible for correcting and recording any discrepancies.

(SITE REQUIREMENTS)

A. **SITE**

1. The Lessor shall be responsible for determining site conditions, including sub-

surface soil conditions, adequate public utilities and load-bearing characteristics, the installation of retaining walls, demolition, relocation of utilities, and other site improvements.

B. GRADING

1. The finish grades and contours shall be correlated with street and sidewalk grades established by the local municipality. Floors, driveways, etc., shall be adjusted by the Lessor's architect as necessary, to insure property clearances, surface drainage, slope gradients, storm and sanitary sewer gradients and connections. All paved areas shall be graded as necessary to provide positive drainage of surface runoff water away from the buildings.

C. DRAINAGE

1. Walks, parking areas, driveways and maneuvering areas shall be provided with positive natural drainage whenever possible. The floor of the building and adjacent grades may be raised sufficiently to provide natural drainage.

D. RETAINING WALLS

1. The determination of the location and extent of retaining walls required is the responsibility of the Lessor.

E. LANDSCAPING

1. Suitable regionally appropriate, water conserving, low-maintenance planting shall be provided. Preservation of existing vegetation and the providing of additional landscaping shall meet local environmental requirements.

F. CLEANUP

1. Upon completion of the facility and prior to move-in and acceptance for lease by the County, the Lessor shall clean, seal and wax floors, clean windows, fixtures and finishes, interior and exterior, and remove surplus materials and debris from the site.

(ARCHITECTURAL REQUIREMENTS)

A. FLOORS

1. Floor elevations shall be at least eight inches above finished exterior grade whenever possible. When floor slab is below grade, it shall be waterproof.
2. Floors shall be designed in accordance with uniform, concentrated and special loads given in the "Uniform Building Code", chapter 23.
3. Carpet – One hundred percent (100%) continuous filament nylon or olefin with static control; minimum yarn weight - 28 oz. Require statement of pile weight

from vendor or manufacturer. Minimum five (5) year warranty excluding the use of protective chair pads against ten percent (10%) surface wears when properly maintained. Four inch (4") rubber cove base shall be used for base in all carpeted areas. Colors/patterns must be approved by the Economic Development Agency.

4. Carpet tiles may be used. Pile weight 28 oz. static control 2.0 K.V. or less. Color shall meet County color standards.
5. Non-carpeted floors - rest rooms, coffee rooms, etc., shall have sheet vinyl covering, including base. Vinyl tile may be used in other non-carpeted areas. Vinyl shall be commercial grade with colors and patterns full depth. Colors/patterns of sheet vinyl and vinyl tile must be approved by the Economic Development Agency.

B. WALLS

1. Interior walls - all interior partition construction shall comply with applicable Federal, State, County and City codes. The types of interior partitions to be used must be approved by the Economic Development Agency. Systems furniture may be used.
2. Toilet room walls adjacent to occupied spaces shall be sound insulating double-wall construction and filled with sound-absorbing materials.
3. Exterior walls - Exterior walls constructed of wood or steel stud shall be insulated to R-11 specifications.

C. ROOF AND INSULATION

1. Roof construction and insulation shall be appropriate to the overall design of the building and prevailing weather conditions. Light colored materials are encouraged.
2. All roof designs shall include a minimum one-half inch (1/2") to one foot (1') slopes for positive drainage.
3. Roofs on existing buildings shall be subject to (a) an inspection by a licensed roofing contractor, (b) County's review of roofing contractor's findings and (c) proof of corrective action.

D. TIMBER AND WOOD

1. All lumber used structurally shall be stress-graded with the stamp of the Lumber Association indicated on each piece showing the stress grade.

E. CEILING CONSTRUCTION

1. All ceilings shall be placed at nine feet (9'0") above finish floor level, unless

otherwise specified.

2. A suspended acoustical ceiling system with integrated lighting shall be installed in all occupied areas.
3. Rest rooms and coffee rooms shall have solid ceilings (drywall, etc.).

F. **WINDOWS**

1. Windows shall generally be limited to the lobby area and offices.
2. Glazing that extends below thirty-two inches (32") above the floor shall be protected with a horizontal railing or similar safety barrier. Individual windows may be metal or wood of commercial quality. All window openings shall be properly flashed to prevent moisture intrusion.
3. Low energy and reflective glazing shall be used in high heat gain areas.

G. **DOORS**

1. Exterior doors - all wood doors will be solid core. Exterior doors will be weather-stripped and have stops. Exterior doors to be not less than thirty-six inches (36") wide. Appropriate metal doors are acceptable.
2. Exterior doors shall have automatic closers.

H. **CABINET WORK**

1. Cabinet work shall conform to the standards as defined in the Woodwork Institute of California, Manual of Millwork, (reference "WIC #102", standard cabinet design).
2. Acceptable cabinet work quality is laminated plastic covered deluxe (D) grade, or wood factory finished deluxe (D) grade, except utility (U) grade in utility storage areas.
3. Countertops and splashes shall be laminated plastic, custom grade, self-edge trim. Minimum four inch (4") high splashes where abutting vertical wall surfaces.
4. Cabinet work to be complete with knobs, pulls, hinges, catches, etc.
5. Colors/patterns of laminated plastic and finishes of casework must be approved by the Economic Development Agency.

I. **HARDWARE**

1. Hardware will be of good commercial quality grade and type. Automatic door closers shall be provided on public and employee entrance doors, toilet room

doors, and coffee room doors. Public entrance and glazed partition lobby doors shall be equipped with push bars with integral PUSH AND PULL signs. Toilet and coffee room doors will have push plates and door pulls. When public entrance, lobby, toilet or coffee room doors are wood or metal with enameled finish, kick plates shall be provided. At buildings where only one (1) toilet is provided, the door closer will be omitted and the door fitted with a privacy lockset. Door locks will be operable by a master key system. Panic hardware must be installed where required by code. Simplex cipher locks (or equal) may be used in lieu of keyed locks when approved by the Economic Development Agency.

2. Exterior doors with hinges exposed to the public (out- swinging doors) will be equipped with door butts that have "fast" pins to prevent removal or tampering.
3. All doors to be provided with adequate hardware. Interior door locksets to be provided only where indicated on plans. Interior doors to be provided with doorstops.
4. Double doors (pair) - shall be avoided on exterior openings wherever possible. When pair is required by design, use removable mullion, unless specifically approved otherwise.
5. Exterior doors - all exterior doors must have a deadbolt lock, except where panic hardware is required.
6. Door lock keying - Simplex or equal may be substituted for keyed locks when approved by the County.
 - a. All keyed locks shall be equipped with six (6) pin keyways.
 - b. Three (3) keys shall be furnished for each lock.
 - c. All locks shall be keyed as specified by County, except that all locks within the following individual groups shall be keyed alike:
 - (1) Mechanical equipment rooms.
 - (2) Janitor's closets.
 - (3) Employee entrances (interior & exterior).
 - (4) Bulletin boards.
 - (5) Electrical panel boxes.
 - d. A master key system shall be provided and three (3) master keys shall be furnished, unless otherwise specified.
 - e. Keying - locks will incorporate a security system to assure that keys used during construction will not open doors after County occupancy. The key

side of all locks will be on the public side.

J. **TOILET ENCLOSURES AND ACCESSORIES**

Facilities must comply with all existing codes.

1. All toilet and urinal enclosures shall be secured to the floor and ceiling.
2. Doors shall be installed in men's and women's restrooms. Entrance doors to toilet enclosures shall be fitted with specific locking devices. Toilet enclosures for non ADA stalls shall be 34" wide, or more, on all new construction.
3. Each toilet compartment shall be provided with a metal coat hook and double roll toilet paper holder, suitable for dispensing rolled tissue.
4. Install one single-fold paper towel or roll towel dispensing cabinet for each multiple of two (2) lavatories or less in all rest rooms. Towel dispensers shall be designed to dispense paper towels.
5. Each pair of lavatories in all rest rooms shall be provided with soap dispensers.
6. Each lavatory in all rest rooms shall be provided with a 24" x 30" wall-mounted mirror. Provide a stainless steel shelf at each mirror.
7. Women's rest rooms shall be provided with feminine napkin dispenser. Women's toilet compartments shall be provided with one (1) feminine napkin disposal container.
8. Trash bins shall be provided in rest rooms.
9. Both men's and women's toilets shall be designed and constructed to accommodate the physically handicapped. One water closet compartment shall be sized to meet handicapped requirements, provided with out swinging door and grab bars. The toilet fixtures, lavatory, mirrors, etc., shall be located at the correct height for handicapped.

K. **PAINING**

1. All exterior painted surfaces shall be given a minimum of two (2) coats. Colors must be approved by the Economic Development Agency.
2. Interior surfaces and trim shall be given two (2) coats minimum. One hundred percent (100%) coverage required. Prefinished acoustical ceiling shall not be painted. Finish coat shall be in accordance with colors as prescribed by County and shall match color chips.
3. Paint colors must be approved by the Economic Development Agency.
4. All interior painted surfaces shall receive two (2) coats of semi-gloss enamel.

5. Wall coverings other than painted surfaces (i.e., wood paneling, vinyl material, etc.) shall be permitted. Location and colors must be approved by the Economic Development Agency.
6. Parking strips four inches (4") wide of highway traffic paint are to be provided.
7. Street number - Minimum six inches (6") high number - by Lessor.

L. **WINDOW TREATMENT**

1. Minimum treatment - Vertical blinds or other as specified by the Economic Development Agency.

M. **SIGNS**

1. Interior signs to be black phenolic material laminated with white letters. Signs will be specifically identified by the Economic Development Agency.
2. Lettering on entrance doors will be specifically identified by the Economic Development Agency.

N. **ASBESTOS & LEAD BASED PAINT**

1. All buildings constructed prior to 1978 will have asbestos and lead based paint check to ascertain that no friable asbestos or flaking lead based paint is in evidence. A copy of the report is to be filed with the Economic Development Agency.

O. **PLUMBING FIXTURES AND FITTINGS**

1. All rest room lavatories shall have self-closing faucets.
2. All toilets and urinals shall be equipped with flush valves.
3. "Water-Saver" toilets will not be acceptable.
4. Provide hot water in rest rooms and break rooms.
5. Health Clinics-provide hot water in examination rooms, labs, restrooms and break rooms.
6. All work in accordance with these specifications must be done in strict compliance with the Americans with Disabilities Act of 1990, the California Title 24 section which implements it, and any regulations issued pursuant thereto.

P. **FIRE PROTECTION**

1. Provide all necessary fire extinguishers as required by local fire regulations.
2. Provide sprinkler inspection and test prior to occupancy.
3. Provide all other necessary protective devices and equipment as required by local fire regulations.
4. Building alarms and fire monitoring equipment shall not be installed in the telephone/data room without written permission of the IT Department.

Q. **ELEVATORS**

1. Provide documentation of inspection and routine maintenance prior to and during occupancy.

SPACE CONDITIONING)
(Heating, Ventilation and Air Conditioning)

A. **GENERAL REQUIREMENTS**

1. Space conditioning shall be considered the year-round control of temperature, humidity, air circulation, ventilation and air cleaning to the degree required to assure satisfactory and efficient use of the space for occupants and equipment. Follow good accepted practices as reflected in the latest issue of the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (ASHRAE).

B. **VENTILATION**

1. Ventilation for air-conditioning system - Provide ventilation makeup air in the amount of 10% of total air requirement for cooling or two (2) air changes per hour, whichever is greatest, plus all exhaust air requirements.
2. Prior to construction of office space over 5,000 square feet, existing systems over ten (10) years of age shall be inspected by a licensed HVAC company and a statement of condition detailing the reliability and efficiency of the systems shall be provided.

C. **EXHAUST SYSTEMS**

1. Exhaust toilet areas - the exhaust fan shall be connected to the light switch or interconnected with the air conditioning time clock.

2. Air shall not be directly exhausted, except in the following instances:
 - a. Air used to make up exhaust for toilet rooms.
 - b. Air exhausted specifically for cooking, food preparation or removal of excessive heat generated by vending or various other machines.
 - c. When specified for coffee rooms.

D. SPACE TEMPERATURE CONTROLS

1. Central control system for the various areas or provide a thermostat for each heating and/or air-conditioning system. Use separate slide lever adjustments for heating and cooling with lock covers.
2. All systems shall be controlled by seven (7) day, twenty-four (24) hour time clocks set to the Economic Development Agency requirements.
3. Thermostats controlling space conditions during occupied hours shall be adjustable from sixty eight degrees (68°) to eighty degrees (80°) with the normal set at seventy degrees (70°) for heating and seventy-six degrees (76°) for cooling.
4. Simultaneous heating and cooling will not be acceptable.
5. Lessor shall comply with existing codes.
6. Heat-generated equipment shall be of adequate capacity to heat the building under design conditions.
7. All gas furnaces shall be approved by the American Gas Association.
8. All electric components shall be UL-approved and comply with the California Electric Code.
9. Electric strip heating is not acceptable.

E. AIR FILTERS

1. All recirculated and outside air shall pass through filters before entering air-handling units.
2. Filters shall be replaceable types and changed a minimum of four (4) times a year.
3. A location map showing filter locations shall be provided to County.

F. PIPING

1. Piping in finished areas, such as lobbies and offices, shall be concealed. No water piping of any description shall be installed near electrical switchgear. Provide shutoff valves at all locations necessary to isolate separate zones of the

system served.

2. All hot and chilled water piping shall be insulated.

G. AIR DISTRIBUTION

1. Ductwork shall be provided, as required, for proper air distribution with supply outlets spaced so as to avoid excessive throws and dead spots. In order to maintain sound privacy, door louvers will not be used to return air from offices. Sound-attenuating, acoustically lined transfer ducts or return air ducts must be used. All supply and return air ductwork shall be constructed and installed in accordance with ASHRAE Standards and shall comply with state and local building codes.
2. All air handling units, except unit heaters, must be provided with outside air intakes. Intakes shall be located to avoid the introduction of boiler flue gases or vehicle and condenser unit exhausts.
3. Diffusers shall be selected and spaced so that, at the occupied level, the movement of air will be uniform and not be less than ten (10) cubic feet per minute, nor more than fifty (50) cubic feet per minute when measured at four feet (4") above the floor. They shall be selected so that the throw from an air diffuser does not impinge on walls, columns, or the throws from other diffusers based on a terminal velocity of one hundred feet (100') per minute. Diffusers located in offices shall be of the fully adjustable air pattern type.

H. BALANCING AND ADJUSTING

1. Space conditioning equipment shall be balanced and adjusted by persons certified to perform such functions prior to occupancy.
2. Copy of air balance report shall be provided to the Economic Development Agency.

I. NOISE AND VIBRATION

1. Particular care shall be exercised in the design, selection and installation of all mechanical equipment and components to attain reasonable noise levels in occupied space. In general, sound levels for various spaces shall be maintained in accordance with the recommendations of the ASHRAE Guide.

J. OPERATING INSTRUCTIONS

1. The Lessor shall provide simplified consolidated equipment and control diagrams with specific operating instructions posted on a readily accessible label on each utility system, such as furnaces, refrigeration equipment, air handling systems, and pumping systems. These instructions shall clearly indicate how to stop and start systems, what adjustments must or may be made by County personnel to assure proper operation, and what action shall be taken in emergencies.

(ELECTRICAL)

A. GENERAL REQUIREMENTS

1. All electrical work shall be designed and installed in accordance with the plan requirements.
2. Codes and ordinances - shall conform to standards of the National Electrical Code (NEC), O.S.H.A., serving public telephone company, State Fire Marshal and local ordinances.
3. Service equipment shall be located in separate electrical/mechanical room with proper working clearances and grounding. All breakers shall be clearly identified.

B. INTERIOR LIGHTING

1. Fluorescent lamps shall generally be 34 watt, 430-milli-amp, rapid-start, cool-white, including energy efficient ballasts.
2. The lighting shall be designed to maintain a uniform level of illumination of the minimum foot -candles designated. Lighting levels shall be based on working plan thirty inches (30") above floor, appropriate coefficient of utilization for the fixture and maintenance factor. Conform to Title 24, Division 9 for lighting requirements. Provide not less than ten foot-candles in halls, thirty foot-candles in rest rooms and fifty foot-candles in all other areas, unless specifically noted otherwise. (eighty foot-candles in drafting room areas).
3. Each working space, utility or storage room shall have at least one receptacle. Each office shall have a minimum of one (1) receptacle on each twelve feet (12') of wall space. See plans for additional and/or special outlets.
4. Provide twenty-four (24) hour lighting for security.
5. Emergency lighting - Shall be provided where required by applicable codes, or natural lighting will not provide sufficient lumens for emergency exiting of building.

C. EXTERIOR LIGHTING

1. Install sufficient lighting to provide a minimum of five (5) foot-candles of illumination at each building entrance, around the perimeter of the building, in the parking and maneuvering areas and on driveways.
2. All exterior lighting shall be high or low-pressure sodium as specified by the County. Fixtures shall be controlled by photocell, time clocks, or combinations of both.

(TELEPHONE AND COMMUNICATIONS)

(Updated November 10, 2008)

A. GENERAL REQUIREMENTS

1. All communications requirements shall conform to the standards of Riverside County Information Technology (RCIT) and the serving public telephone company as noted below.
2. **The RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT) COMMUNICATIONS BUREAU TELECOMMUNICATIONS ENGINEER shall be consulted during the Programming, Conceptual Design, Design Development, and Construction Design stages to plan the design and provide input for the Telecommunications Infrastructure.**

B. TELECOMMUNICATIONS ROOM SPECIFICATIONS

1. **Dedicated Use: Telecommunications Rooms must be dedicated to the telecommunications function and related support facilities.** Equipment not related to the support of the Telecommunications Room, such as piping, duct work, and distribution of building power, must not be located in, or pass through the room. The Telecommunications Room may not be shared with building or custodial services. Cleaning materials such as mops, buckets or solvents must not be located or stored in the Telecommunications Room. Building alarms, fire monitoring equipment and building automation equipment shall not be installed in the Telecommunications Room without written permission of the RCIT Communications Bureau Telecommunications Engineer. In the event the RCIT Communications Bureau Telecommunications Engineer grants such permission, all building alarms and fire-monitoring equipment shall be installed only in the location designated.
2. **Room Physical Specifications - the room must be completed a minimum of thirty (30) days prior to occupancy.** Large projects (more than 20,000 sq. ft.) will require the Telecommunications Room (s) to be completed a minimum of 45 days or as directed by RCIT Communications Bureau Telecommunications Engineer prior to beneficial occupancy. All specifications for said room as outlined in this agreement shall be completed, including, but not limited to, installation of plywood, lighting, electrical circuits, HVAC, ceiling tiles, ground, floor tile and door with lock and three (3) sets of keys.

It should be understood that the contractor will have to schedule various trades in sooner than the normal construction schedule to complete the Telecommunications Room (HVAC, Electrician, Painter, etc.) as required by the RCIT Communications Bureau Telecommunications Engineer.

- a. **Location:** The Telecommunications Room shall be as close to the geographic center of the occupied space as possible. **Maximum distance from the center of the Telecommunications Room to the farthest WAO location shall not exceed a radius of 175 feet unless**

reviewed by RCIT Communications Bureau Telecommunications Engineer. If occupying more than one floor of a building, a **separate Telecommunications Room shall be required on each floor**, preferably stacked above one another. Provisions shall be made available for easy access into the Telecommunications Room for telephone and data wiring and shall be dedicated for telephone and data use only. Telecommunications Rooms should not be planned next to elevators, restrooms, electrical rooms, air shafts, mechanical rooms, and outside walls. If occupying more than one building, each building will require Telecommunications Rooms that meet the above requirements.

- b. **Minimum Room Sizes:** The Telecommunications Room shall be rectangular in shape and conform to the following inside room dimensions:

<u>Leased Premises – sq. ft.</u>	<u>Room Size</u>
5,000 sq. ft. or less	12' x 9'
5,000 – 10,000 sq. ft.	12' x 12'
10,000 – 30,000 sq. ft.*	12' x 14'
30,000 sq. ft. or larger**	12' x 14'

* May require more than one room

** Will require more than one room.

- c. **Plywood Wall Lining:** All walls will be lined with AC grade or better, void-free, 4'x8' sheets of 3/4" plywood. Plywood sheets shall be mounted vertically from ceiling height towards floor. Plywood must be painted on all sides with one coat of primer and two coats of white fire resistant paint. The plywood should be installed with the grade "C" surface facing the wall.
- d. **Doors:** The door will be a minimum of three (3) feet wide and 80 inches tall and be located as near as possible to a room corner. The door shall be equipped with a lock. Where practical, the door should open outward to provide additional usable space.
- e. **Air Conditioning:** The environmental control systems for the Telecommunications Room should be able to maintain a room temperature between 18°C and 24°C (64°F and 75°F) at all times (24 hours per day, 365 days per year). All building supplied HCAC inlets to the Telecommunications Room shall be controlled using a Variable Air Valve (VAV) with its own thermostat to prohibit heating the Telecommunications Room. The VAV will be installed in such a fashion to introduce conditioned air if the primary split A/C unit fails to cool the room. It will serve two purposes:
1. Provide ventilation air to the room, cooling only.
 2. Serve as an additional backup.

If a building's HVAC system cannot ensure continuous operation

(including weekends and holidays), provide a standalone HVAC unit with independent controls for the Telecommunications Room. If an emergency power source is available in the building, connect the HVAC system that serves the Telecommunications Room to the emergency power source. Sensors and controls must be located in the Telecommunications Room, ideally placed 5 feet AFF (thermostat location will be specified on the Telecommunications Room drawing provided by RCIT Communications Bureau Telecommunications Engineer). If an in-room air conditioner is installed, the air conditioner will be hard wired to the thermostat and the location must be approved by RCIT Communications Bureau Telecommunications Engineer before installation. If remote-monitoring equipment is available, this room should have its own independent sensor. Average heat load for equipment is approximately 150 BTU/SQ Ft of Telecommunications Room space (specific heat load will be provided for each room).

- f. If **fire sprinklers** are located in the Telecommunications Room, the sprinkler shall have a high temperature standard response full circle head with a heavy-duty cover. Sprinkler lines located inside the TR shall not be "charged" under normal conditions. Coordinate placement of the sprinklers with RCIT Communications Bureau Telecommunications Engineer. Sprinkler heads must be a minimum of 10 ft. AFF.
- g. **Room Lighting** – Lighting to provide a minimum of 500 lux (50 foot candles) measured 3 ft. AFF. Coordinate placement of light fixtures with RCIT Communications Bureau Telecommunications Engineer to avoid interference with low voltage equipment. Light fixtures must be a minimum of 10 ft. AFF. Use white paint on the walls and ceiling to enhance room lighting. Power for the lighting should not come from the power panel located inside the Telecommunications Room.
- h. **Emergency Lighting** – Emergency lighting within the Telecommunication Room shall be provided to ensure that the loss of power to normal lights will not hamper an emergency exit from the room.
- i. **Floors:** The floor shall be capable of supporting a minimum load bearing of one hundred (100) pounds per square foot and maximum concentration loading of 2,000 lbs. per foot. Standard VCT floor covering shall be installed unless otherwise specified.
- j. **Ceiling:** If a ceiling will be installed in the Telecommunications Room it must be installed at a **minimum of 10' AFF**. Ceiling protrusions (e.g. sprinkler heads) must be placed to assure a minimum clear height of 10 feet that is clear of obstructions, to provide space over the equipment frames for cables and suspended cable trays. Ceiling finish must minimize dust and be light colored to enhance the room lighting. A hard ceiling shall not be allowed in the Telecommunications Room.

C. ELECTRICAL REQUIREMENTS

- a. **Dedicated Power Feeder** – The Telecommunications Room will have its own dedicated power feeder terminated in an electrical panel located inside the room and flush mounted in the wall. **Location of this electrical sub-panel shall be closely coordinated with RCIT Communications Bureau Telecommunications Engineer to ensure it does not impact the overall design and use of the space within the room. Power required for other equipment in the room (e.g. fluorescent lighting, motors, air conditioning equipment) should be supplied by a separate feeder, conduit, and distribution panel.** If an emergency power source is available, connect the Telecommunications Room electrical sub-panel into it.
- b. **General Purpose Outlets:** Provide 110 Volt, 20 Amp duplex outlets installed at standard height on all walls of the Telecommunications Room; maximum spacing between outlets shall not exceed 12 feet.
- c. **Telephone System:** Install one (1) dedicated 208 VAC, 20 Amp circuits terminated into a single surface mounted 4S electrical box with a NEMA L6-20 outlet at a height of 18 inches AFF from center. The circuit will have its own separate hot, neutral, and ground wire all the way back to the power distribution panel. The circuit will be clearly labeled on the cover plate and sub-panel.
- d. **Equipment Racks:** Install two (2) dedicated 20 Amp, 110 VAC circuit with isolated ground for each equipment rack (9' x 12' room – 2 racks, 12' x 12' room – 3 racks, 12' x 14' room – 4 racks). Install one (1) dedicated 30 Amp, 208 VAC circuit with isolated ground for every two equipment racks. The breaker number shall be identified on each of these outlets. Terminate each circuit on double duplex outlets in a surface mounted 4S box in the vertical cable manager 23" above the floor. Equipment Rack locations, circuit locations and quantity will be specified in the room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- e. **Paging – A/V: If required, install** one dedicated 20 Amp, 110 VAC circuit with isolated ground. Terminate on a double duplex outlet in a 4S box. The location of the outlet will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- f. **Security:** Install one dedicated 20 Amp, 110 VAC circuit with isolated ground. Terminate on double duplex outlets in a 4S box. The location of the outlet(s) will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- g. **Emergency Air Conditioner Outlet (To Support IT Telephone System):** Install one dedicated 208/220 VAC, 20 Amp circuit terminated on a single NEMA 6-20 receptacle. The location of the outlet will be specified in the Telecommunications Room layout provided by the RCIT

Communications Bureau Telecommunications Engineer.

- h. **Grounding** – A Telecommunications Main Grounding Busbar (TMGB) shall be installed in the Telecommunications Room at the location specified in the room layout that will be provided by the RCIT Communications Bureau Telecommunications Engineer. **The Grounding Busbar must be CPI Chatsworth Products, part #13622-020.** The Busbar shall be insulated from its supporting structure by at least two inches of separation. Bond the Busbar to the building AC grounding electrode system. The minimum size of the bonding conductor should be #3 AWG and be sized to carry the maximum short time rating Amps of the building grounding electrode conductor. A supplemental bonding connection is required to be Exothermically Welded to the structural steel of the building and local AC sub-panel located inside the Telecommunications Room. Resistance should be no more than .1 ohms between the TMGB and the building main grounding source measured following the two-point bonding test method using an earth ground resistance tester. All grounding conductors shall be run in rigid conduit.

D. CONDUIT REQUIREMENTS

1. Work Area Outlets (WAO):

- a. **General Specifications:** Each WAO shall consist of one 4 in. by 4 in. by 2.5 in. deep outlet box with a 2 in. by 4 in. reducing adapter installed.
- b. **Height Requirements:** Each WAO shall be installed at the same height as the adjacent electrical outlet. The height of jacks for wall telephones shall conform to any ADA rules pertaining to handicapped use. This height is typically 44 inches AFF to the center of the outlet box.
- c. **Conduits Specifications:**
 - (1) **Accessible Ceilings:** When there is an accessible ceiling such as suspended acoustical tile, provide a rigid trade size 1 conduit (**flex not allowed**) stubbed into the ceiling space from the outlet box. Ceiling must be accessible from the WAO location back to the Telecommunications Room. If a WAO location is at wall phone height (+44"), install an additional outlet box at standard floor height. Connect a rigid 1-inch conduit from the bottom of the wall height box to the top of the standard floor height box. Ream all conduit ends and fit with insulated bushings.
 - (2) **Non-Accessible Ceilings:** When the ceiling is not accessible, provide a rigid 1¼-inch conduit (**flex not allowed**) run from the WAO location all the way to the Telecommunications Room or to the nearest accessible ceiling space. Runs cannot have more than the equivalent of two 90-degree bends without installing a pull box (pull box must be accessible upon completion of construction). **All conduits will have a pull string installed.**

Where multiple outlets are installed, each location will have its own dedicated conduit run; no daisy chaining is allowed.

2. **System Furniture Wall In-feeds:** Wall in-feeds will be one rigid 1.25 in. conduit per 3 WAO locations of systems furniture. The conduit shall be stubbed into the ceiling area from a 4 in. by 4 in. by 2.5 in. deep outlet box. Ream all conduit ends and fit with insulated bushings. In-feed location will be accessible either by cutout or access panel in furniture or placed next to furniture where location will be accessible for service. Consult RCIT Communications Bureau Telecommunications Engineer for location, quantity, and size of in-feeds. Exact location will be verified with furniture vendor.
3. **System Furniture Floor Poke-Thru In-feeds:** Poke-Thru locations requiring power/voice/data will require Wiremold P/N RC9FFTC Poke-Thru's with EMT 1.25 in. conduit per 3 WAO locations of systems furniture. Color to be specified by Architect. The conduit shall be continuous and stubbed into the ceiling area of that floor being serviced with pull string installed. No more than two 90's will be allowed, J-Box for furniture supplier power whip connections to be anchored to the ceiling of the floor below with unistrut. J-Box must be with-in 6' of furniture whip connection. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, and quantity. Exact location will be verified with furniture vendor.
4. **System Furniture Power and Data Floor Boxes:** Floor Box locations requiring power/voice/data will require Wiremold P/N RFB4-C1-1 Floor Box with EMT 1.25 in conduit per 3 WAO locations of systems furniture for communications. Color to be specified by Architect. The conduit shall be continuous and stubbed into the ceiling area of that floor being serviced with pull string installed. O more than two 90's will be allowed. All boxes shall be configured for dual service which will require accessory items for separation of power and data. All boxes shall include (1) internal duplex receptacle for power, (1) Wiremold P/N RFB-2-SSRT for communications and (1) flanged cover P/N S28BBTCAL. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, and quantity. Exact location will be verified with furniture vendor.
5. **Hard Wall Office Floor Poke-Thru:** Poke-Thru locations requiring power/voice/data will require Wiremold P/N RC4ATC Poke-Thru's with the optional Communications Adapter P/N Com75 installed for Voice and Data conduits. Install two (2) EMT 0.75 in. conduits per location. The conduits shall be continuous and stubbed into the ceiling area of that floor being serviced with pull sting installed. No more than two 90's will be allowed. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, quantity, and size of in-feeds. Exact location will be verified with furniture vendor.
6. **Hard Wall Power and Data Floor Boxes:** Floor Box locations required power/voice data will require Wiremold P/N RFB4-C1-1 Floor Box with (1) EMT 1.25 in. conduit for communications. Color to be specified by Architect. The conduit shall be continuous and stubbed into the ceiling area of that floor being

serviced with pull string installed. No more than two 90's will be allowed. All boxes shall be configured for dual service which will require accessory items for separation of power and data. All boxes shall include (1) internal duplex receptacle for power, (1) Wiremold P/N RFB-2-SSRT for communications and (1) flanged cover P/N S38BBTCAL. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, and quantity. Exact location will be verified with furniture vendor.

7. **Backbone Pathways:**

- a. **Telecommunications Rooms On the Same Floor:** When two or more Telecommunications Rooms exist on the same floor, provide two (2) rigid metallic trade size 4 conduits between the main Telecommunications Room and each secondary Telecommunications Room. Conduits are to be run in the most direct route possible with no more than the equivalent of two 90-degree sweeps without a pull box. The minimum size of a pull box shall be 24" W x 36" L x 12" D. Ream all conduit ends and fit with insulated bushings. Conduits are to be bonded to ground in accordance with all local and national requirements. Location of conduits will be identified on drawings provided by the RCIT Communications Bureau Telecommunications Engineer and provided on a site-by-site basis. The bend radius of the conduit shall be 10 times the outside conduit diameter. **Install a pull string with minimum tensile strength of 30 lbs in each conduit.**

- b. **Telecommunications Rooms On Different Floors:** When two or more Telecommunications Rooms exist on different floors, provide a minimum of two (2) rigid trade size 4 conduits between the main Telecommunications Room and each secondary Telecommunications Room. Conduits are to be run in the most direct route possible with no more than the equivalent of two 90-degree bends without a pull box. The minimum size of a pull box shall be 24" W x 36" L x 12" D. Ream all conduit ends and fit with insulated bushings. Conduits are to be bonded to ground in accordance with all local and national requirements. The bend radius of the conduit shall be 10 times the outside conduit diameter. **Install a pull string with minimum tensile strength of 30 lbs in each conduit.** In multi-level buildings with **stacked Telecommunications Rooms**, sleeves shall be provided from the ceiling of the lowest level to the floor of the top level. Size, quantity, and location will be provided by the RCIT Communications Bureau Telecommunications Engineer.

- c. **MPOE:** If the MPOE (minimum point of entry) is not physically located in the Telecommunications Room it shall be necessary to install two (2) trade size 4 conduits from the MPOE to the Telecommunications Room. Conduits are to be run in the most direct route possible with no more than the equivalent of two 90-degree bends without a pull box. The minimum size of a pull box shall be 24" W x 36" L x 12" D. Ream all conduit ends and fit with insulated bushings. Conduits are to be bonded to ground in accordance with all local and national requirements. Location of conduits will be identified on drawings provided by the RCIT Communications

Bureau Telecommunications Engineer and provided on a site-by-site basis. The bend radius of the conduit shall be 10 times the outside conduit diameter. **Install a pull string with minimum tensile strength of 30 lbs in each conduit.**

d. **Telecommunications Rooms in Multiple Buildings on Same or Adjacent Properties:** The number of conduits will be determined by the **size and scope of each project. The items listed below are BASIC** requirements only as the scope of the project increases, some or all of the items listed below may undergo major changes:

- (1) Conduits shall be rigid and shall be four (4) trade size 4. A **minimum** of two (2) conduits will be installed from the primary Telecommunications Room and each building as defined by the RCIT Communications Bureau Telecommunications Engineer. Conduits shall be installed in the most direct route possible.
- (2) Conduits shall be buried a minimum of 36 inches below finish grade.
- (3) Conduits shall be encased in 2,000 PSI concrete where vehicle traffic occurs and encased in slurry everywhere else for the entire length.
- (4) Tracer tape shall be installed the entire conduit length. Tracer tape shall be 12 inches wide, flat, and metallic and shall be installed 12 inches above concrete encasement. Tape shall be imprinted with the words "WARNING – FIBER OPTIC CABLE" spaced at a minimum of 24 inches on center.
- (5) No more than the equivalent of two (2) 90-degree bends shall be installed without the addition of a pull box, vault, or maintenance hole, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer.
- (6) Conduit runs in excess of 500 feet shall have a pull box, vault, or maintenance hole installed, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer. All sweeps shall have a minimum bending-radius of 10 times the diameter of the conduit.
- (7) All four inch conduits should have a minimum ¼-inch nylon pull rope. All four inch conduits over 400 feet should have a minimum 3/8-inch nylon pull rope. The size and requirements of pull boxes, vaults, or maintenance holes can only be determined by the scope of the project and will be defined by the RCIT Communications Bureau Telecommunications Engineer.

8. **Firewalls:** If any firewalls are present, conduit/sleeve access through the wall must be provided by the contractor. The ends of any conduit/sleeve penetrating

a firewall will be sealed with the appropriate fire stop. Identification of the areas that must be sealed shall be identified by the contractor at the time of wiring. Size and location of the sleeves will be determined by the RCIT Communications Bureau Telecommunications Engineer. Sleeves should penetrate the wall a minimum of 3 inches. Ream each end of conduit and fit with insulated bushing.

9. **Primary Service Conduit Requirements (New Construction):**

a. The number of all primary service conduits will be determined by the **size and scope of each project**. **The items listed below are BASIC** requirements only and as the scope of the job increases, some or all of the items listed below may undergo major changes:

- (1) Entrance conduits shall be rigid and shall be four (4) trade size 4. **A minimum** of two (2) conduits will be installed into the Telecommunications Room. Conduits shall be installed in the most direct route possible.
- (2) Conduits shall be buried a minimum of 36 inches below finish grade.
- (3) Conduits shall be encased in slurry for sections indentified by RCIT Communications Bureau Telecommunications Engineer as no traffic or low risk.
- (4) Conduits shall be encased in 2,000 PSI concrete for sections not identified in section 5a3.
- (5) Tracer tape shall be installed the entire conduit length. Tracer tape shall be 12 inches wide, flat, and metallic and shall be installed 12 inches above concrete encasement. Tape shall be imprinted with the words "WARNING – FIBER OPTIC CABLE" spaced at a minimum of 24 inches on center.
- (6) No more than the equivalent of two (2) 90-degree sweeps shall be installed without the addition of a pull box, vault, or maintenance hole, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer.
- (7) Conduit runs in excess of 500 feet shall have a pull box, vault, or maintenance hole installed, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer. All bends shall have a minimum-bending radius of 10 times the diameter of the conduit.
- (8) All four-inch conduits should have a minimum ¼-inch nylon pull rope. All four-inch conduits over 400 feet should have a minimum 3/8-inch nylon pull rope. The size and requirements of pull boxes, vaults, or maintenance holes can only be determined by the scope of the project and will be defined by the RCIT Communications

Bureau Telecommunications Engineer.

E. **CABLE TRAYS:**

1. If the structural ceiling height is greater than 16' AFF or the occupied space is greater than 25,000 square feet, a cable tray system will be required to support the voice and data wiring. Consult with the RCIT Communications Bureau Telecommunications Engineer requirements to assist in the design of the cable tray system. A structural Engineer will be required to design the cable tray system to code and manufacturer specification and submit design to the RCIT Communications Bureau Telecommunications Engineer for approval.

**RCIT
System's Furniture
Telecommunications Standards
June 16, 2004**

1. Work Area Outlets

- 1.1. **Definition: Work Area Outlet (WAO)** – consists of a telecommunications faceplate and its component (s) – what telephones and PC's are plugged into at a user's desk location or work area.
- 1.2. Furniture communications outlet openings shall accommodate the installation of an industry-standard, single gang faceplate, with a minimum opening of 2 inches by 3 inches.
 - 1.2.1. Two (2) factor or field-installed threaded openings shall be provided for single gang faceplate mounting and shall accommodate a 10x22 screw.
- 1.3. Furniture communications outlet openings shall provide a minimum mounting depth of 44.5 mm (1.75 in).
- 1.4. Extender plates shall be provided for WAO's (Work Area Outlet's) within furniture system – one for each workstation space, fax location, and printer location.
 - 1.4.1. Extender plates shall be a minimum 7/8 inch deep.

2. Cabling Pathways

- 2.1. Furniture pathways shall have capacity for a minimum of (12) communications cables with an outside diameter of .25 inches and not exceed 40% of pathway capacity.
 - 2.1.1. Remaining pathway capacity will be utilized to accommodate future moves, adds, and changes (MAC's).
 - 2.1.2. This requirement applies to ALL areas of the furniture pathway

INCLUDING corners, panel to panel pathways, etc.

- 2.1.3. Consideration will include space used in furniture for connecting hardware.
- 2.2. Furniture system shall completely conceal all communications cabling in all cabling pathways.
- 2.3. Entire communications cabling pathway shall contain a continuous and rigid support infrastructure within each panel.
- 2.4. When communications cabling pathways run parallel to electrical pathways:
 - 2.4.1. A metallic barrier shall be provided (i.e. metallic divider, conduit, corrugated or solid) and shall be bonded to ground.
 - 2.4.2. Electrical components shall not impede on communications cabling pathways so as to restrict in any way the fill requirements noted above.
- 2.5. The minimum size pathway shall not force the cable bend radius to be less than 25 mm (1 in) under conditions of maximum cable fill.
- 2.6. Metallic pathway edges shall utilize protective bushings.
- 2.7. All panels shall be equipped with at least one (1) of the following raceways and shall singularly conform to all of the above noted cabling pathway requirements:
 - 2.7.1. Base Raceway
 - 2.7.2. Top Raceway

3. Furniture In-Feeds

- 3.1. Furniture in-feeds shall have capacity for a minimum of (12) communications cables with an outside diameter of .25 inches and not exceed 40% of pathway capacity.
 - 3.1.1. Remaining pathway capacity will be utilized to accommodate future moves, adds, and changes (MAC's).
 - 3.1.2. Consideration will include space used in furniture for connecting hardware.
- 3.2. Furniture in-feeds shall have the ability to provide for separate entry points for power and communications cabling.

- 3.2.1. Where entry points are closer than 6 inches, a physical / mechanical barrier shall be provided to separate cabling entry points.
- 3.3. Metallic in-feed edges shall utilize protective bushings.
- 3.4. One furniture in-feed shall be provided for every four (4) WAO's (Work Area Outlets).
- 3.5. Placement of furniture in-feeds shall be coordinated and verified by County IT.

Notwithstanding the above specifications as outlined in the Exhibit "F", County has approved the base building systems and common area finishes in the building and agrees to accept them in "as-is" condition as Exhibit F-1, and as such has approved Lessor's standard building materials and quantities used in consideration of the Tenant Improvements.