

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



361

**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
August 23, 2016

**SUBJECT:** Lease Agreement - Community Health Agency - Hemet, 5-year lease, CEQA Exempt, District 3, [\$1,493,581] Permit and Services Fund 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the Lease Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption and 15061 (b)(3) "Common Sense" Exemption and direct the Clerk of the Board to file the Notice of Exemption;
2. Ratify the attached Lease Agreement and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction.

**BACKGROUND: Summary**  
(Commences on Page 2)

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
<b>COST</b>	\$ 235,431	\$ 289,017	\$ 1,493,581	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Permit and Services Fund 100%				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 2016/17-21/22	

**C.E.O. RECOMMENDATION:** APPROVE BY CIP APPROVE  
 BY: BY:   
 County Executive Office Signature Ivan M. Chand Rohini Dasika

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Jeffries 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: August 23, 2016  
 xc: EDA, Recorder

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

FORM APPROVED COUNTY COUNSEL  
BY: MARSHAL VICTOR  
DATE: 8/10/16

Departmental Concurrence

Dean Daniels  
By: Steve Von Stockrum, Director  
Department of Environmental Health

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

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

Economic Development Agency

**FORM 11:** New Lease - Community Health Agency - Hemet, 5-year lease, CEQA Exempt, District 3, [\$1,493,581] Permit and Services Fund 100%

**DATE:** August 23, 2016

**PAGE:** 2 of 3

**BACKGROUND:**

**Summary**

The Department of Environmental Health (DEH) has occupied space at 800 S. Sanderson Avenue, Hemet, California since 2000. Since then, the DEH has expanded their presence at the facility, whereby they currently occupy the entire building consisting of two floors, and approximately 13,482 square feet. The facility continues to be well suited for DEH, however, the facility is in need of certain cosmetic improvements and upgrades.

The Economic Development Agency Real Estate Division (EDA) has negotiated a new 5 year lease to include the required improvements which shall be funded by the Lessor of the facility. The specific improvements include paint, floor coverings including carpet tiles and VCT, restroom improvements, fire sprinkler upgrades and other related improvements. The estimated commencement of the New Lease shall be in September of 2016.

The New Lease Agreement has been reviewed and determined to be categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b) (3) and Section 15301 Class 1, Existing Facility, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The County's approval of the activity does not create any reasonably foreseeable physical change to the environment for this transaction.

Lessors: HUB Enterprises, a California limited partnership

Premises Location: 800 S. Sanderson Avenue  
Hemet, California 92543

Square Footage: 13,482

	<u>Current</u>	<u>New</u>
Term:	Five year term	Five year term
Options to Extend:	one	one consecutive three year term
Rent:	\$1.46 per sq. ft. \$19,726.34 per month \$236,716.08 per year	\$1.55 per sq. ft. \$20,897.10 per month \$250,765.20 per year
Annual Increase:	3%	3%

Utilities: County pays for electricity and phone. Landlord pays for all other services.

Custodial Services: Landlord responsible

Maintenance: Landlord responsible

Improvements: Landlord responsible

RCIT Costs: None

(Continued)

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

Economic Development Agency

**FORM 11:** New Lease - Community Health Agency - Hemet, 5-year lease, CEQA Exempt, District 3, [\$1,493,581] Permit and Services Fund 100%

**DATE:** August 23, 2016

**PAGE:** 3 of 3

**Impact on Citizens and Businesses**

This facility will continue to provide important environmental services for citizens and businesses in the Hemet/San Jacinto communities.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

See attached Exhibits A, B, & C.

All the associated costs for this Lease Agreement will be budgeted in FY 2016/17 through 2021/22 through the Department of Environmental Health budget. The Department of Environmental Health will reimburse EDA for all associated lease costs on a monthly basis.

Attachments:

Exhibit A, B & C

Lease Agreement

CEQA Notice of Exemption

Aerial Image

# Exhibit A

FY 2016/17

Health Services Agency/Environmental Health  
800 S. Sanderson Avenue, Hemet, California 92543

## ***ESTIMATED AMOUNTS***

### **Total Square Footage to be Leased:**

Current Office:	13,482	SQFT	
Approximate Cost per SQFT (Sept-June)	\$	1.55	
Lease Cost per Month		\$	20,897.10
Lease Cost per Month			
Total Lease Cost			\$ 208,971.00
<b>Total Estimated Lease Cost for FY 2016/17</b>			<b>\$ 208,971.00</b>

### **Estimated Additional Costs:**

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month		\$	<u>1,617.84</u>
Total Estimated Utility Cost			\$ 16,178.40
EDA Lease Management Fee - 4.92%			\$ <u>10,281.37</u>
<b>TOTAL ESTIMATED COST FOR FY 2016/17</b>			<b>\$ <u><u>235,430.77</u></u></b>

# Exhibit B

FY 2017/18

Health Services Agency/Environmental Health  
800 S. Sanderson Avenue, Hemet, California 92543

## **ESTIMATED AMOUNTS**

### **Total Square Footage to be Leased:**

Current Office:	13,482	SQFT	
Approximate Cost per SQFT (July-Aug)	\$	1.55	
Approximate Cost per SQFT (Sept-June)	\$	1.60	
Lease Cost per Month (July-Aug)		\$	20,891.10
Lease Cost per Month (Sept-June)		\$	21,517.83
Total Lease Cost (July-Aug)		\$	41,782.20
Total Lease Cost (Sept-June)		\$	215,178.33
<b>Total Estimated Lease Cost for FY 2017/18</b>		<b>\$</b>	<b>256,960.53</b>

### **Estimated Additional Costs:**

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month		\$	1,617.84
Total Estimated Utility Cost		\$	19,414.08
EDA Lease Management Fee - 4.92%		\$	12,642.46
<b>TOTAL ESTIMATED COST FOR FY 2017/18</b>		<b>\$</b>	<b>289,017.07</b>

# Exhibit C

**FY 2018/19 to FY 2021/22**

**Health Services Agency/Environmental Health  
800 S. Sanderson Avenue, Hemet, California 92543**

**ESTIMATED AMOUNTS**

**Total Square Footage to be Leased:**

Current Office: 13,482 SQFT

	FY 2018/19	FY 2019/20	FY2020/21	FY 2021/22
Approximate Cost per SQFT (July-Aug)	\$ 1.60	\$ 1.64	\$ 1.69	\$ 1.74
Approximate Cost per SQFT (Sept-June)	\$ 1.64	\$ 1.69	\$ 1.74	\$ -
Lease Cost per Month (July-Aug)	\$ 21,517.83	\$ 22,163.37	\$ 22,828.27	\$ 23,513.12
Lease Cost per Month (Sept-June)	\$ 22,163.37	\$ 22,828.27	\$ 23,513.12	
Total Lease Cost (July-Aug)	\$ 43,035.67	\$ 44,326.74	\$ 45,656.54	\$ 47,026.23
Total Lease Cost (Sept-June)	\$ 221,633.68	\$ 228,282.69	\$ 235,131.17	
<b>Total Estimated Lease Cost for FY 2018/19 to FY 2021/22</b>	<b>\$ 264,669.35</b>	<b>\$ 272,609.43</b>	<b>\$ 280,787.71</b>	<b>\$ 47,026.23</b>

**Estimated Additional Costs:**

Utility Cost per Square Foot	\$ 0.12	\$ 0.12	\$ 0.12	\$ 0.12
Estimated Utility Cost per Month	\$ 1,617.84	\$ 1,617.84	\$ 1,617.84	\$ 1,617.84
Total Estimated Utility Cost	\$ 19,414.08	\$ 19,414.08	\$ 19,414.08	\$ 3,235.68
EDA Lease Management Fee - 4.92%	\$ 13,021.73	\$ 13,412.38	\$ 13,814.76	\$ 2,313.69
<b>TOTAL ESTIMATED COST FOR FY 2018/19 to FY 2021/22</b>	<b>\$ 297,105.16</b>	<b>\$ 305,435.89</b>	<b>\$ 314,016.54</b>	<b>\$ 52,575.60</b>

F11: Cost - Total Cost \$ 1,493,581.04



# New Lease - Community Health Agency - Hemet

800 S. Sanderson Avenue, Hemet, California 92543



Legend



0 236 472 Feet



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

**Notes**  
APN # 456-060-005

Original Negative Declaration/Notice of  
Determination was routed to County  
Clerks for posting on.

8/25/16      KO  
Date                                  Initial

**NOTICE OF EXEMPTION**

July 14, 2016

**Project Name:** County of Riverside, Economic Development Agency (EDA) Department of Environmental Health, Lease Agreement, Hemet

**Project Number:** FM042310002900

**Project Location:** 800 South Sanderson Avenue, Hemet, California 92543; Assessor's Parcel Number (APN) 456-060-005 (See Attached Exhibit)

**Description of Project:** The County of Riverside (County) Department of Environmental Health (DEH) has occupied space at 800 South Sanderson Avenue, Hemet, California since 2000. Since that time, DEH has expanded their presence at the facility, whereby they currently occupy the entire building. The building consists of two floors and approximately 13,482 square feet of office space. The facility continues to be well suited for DEH, but has deteriorated over time. The EDA has negotiated a new 5-year lease with one option to extend the term of the lease by 3 additional years. The new lease also includes tenant improvements, at the sole costs of the Lessors, that will help restore the facility. In consideration for the improvements, the rental rate paid to Lessors shall increase from the current rate of \$1.46 per square foot, to \$1.55 per square foot. Additionally, the rent shall escalate at an annual rate of 3 percent. DEH has agreed to the terms of the new lease, and the effective date shall commence 30 days after the Board of Supervisors approval. The new Lease Agreement is identified as the Project under the California Environmental Quality Act (CEQA). The use of the site under the new Lease Agreement would occur in the same manner as with the existing use. The operation of the facility will continue to provide environmental health services and will not result in a change or an expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency, and HUB Enterprises, a California limited partnership

**Exempt Status:** State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

**Reasons Why Project is Exempt:** The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor does the Project include unusual circumstances that could potentially have a significant effect on the environment. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Lease which includes tenant improvements and the operation of environmental health services.

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Administration  
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Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development



- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The Project, as proposed, is limited to the Lease that includes operation of environmental health services and associated tenant improvements. The use of the site would continue in the same manner as under the current lease and would not require any expansion of service or facilities; therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed Lease Agreement would permit continued use of the facility by DEH and will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. Tenant improvements would be conducted as part of the Lease Agreement, but would be limited to minor alterations and no impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 7/14/16

Mike Sullivan, Senior Environmental Planner  
 County of Riverside, Economic Development Agency

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

Project Name: Department of Environmental Health Lease Agreement, Hemet

Accounting String: 524830-47220-7200400000- FM042310002900

DATE: July 14, 2016

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature:  \_\_\_\_\_

PRESENTED BY: Jose Ruiz, Real Property Agent I, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: July 14, 2016

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

**Subject: County of Riverside Economic Development Agency Project # FM04231000290000**  
Department of Environmental Health Lease Agreement, Hemet

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to:**

**Mail Stop #1330**

**Attention: Mike Sullivan, Senior Environmental Planner,**

**Economic Development Agency,**

**3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501**

**If you have any questions, please contact Mike Sullivan at 955-8009.**

Attachment

cc: file

Administration  
Aviation  
Business Intelligence  
Cultural Services  
Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

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**LEASE**  
**(DEPARTMENT OF ENVIRONMENTAL HEALTH**  
**800 S. Sanderson Avenue, Hemet)**

HUB Enterprises, a California limited partnership as to a 50% interest, Ronald J. Hartley and Jeryl C. Hartley, Trustees Of The 1987 Hartley Living Trust as to a 25% interest, and Steven A Gibson and Lynette A. Gibson, husband and wife as joint tenants, as to a 25% interest, herein collectively called "Lessors," leases to the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, herein called "County," the property described below under the following terms and conditions:

**1. Description.** The Premises leased hereby consist of approximately 13,482 square feet located within that certain building situated at 800 S. Sanderson Avenue, Hemet, California, also identified as Assessor Parcel Number 456-060-005, as more particularly depicted on Exhibit "A," attached hereto (the "Premises"), and by this reference made a part of this Lease.

**2. Use.**

2.1 The Premises are leased to County primarily for the purpose of ~~providing office space for use by Department of Environmental Health,~~ but may be used for any official business of County government.

2.2 County shall have the exclusive possession of the leased Premises and common usage of the walkways, rest rooms, driveways, vehicular parking spaces, and other similar facilities maintained by Lessors for other tenants and the public.

**3. Term.**

3.1 The Term of this Lease shall be for a period of sixty (60) months commencing as stated in Section 3.4, below, subject to the provisions contained in Paragraph 13 herein. County reserves the right to determine if the leased Premises are prepared for useful occupancy.

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1           3.2 Any holding over by County after the expiration of said term shall  
2 be deemed a month-to-month tenancy upon the same terms and conditions of this  
3 Lease.

4           3.3 County shall have the right of first refusal as to the renewal of this  
5 Lease at the expiration of said term on whatever terms and conditions Lessors may  
6 then offer.

7           3.4 Commencement. This Lease shall be effective upon the date of its  
8 full execution by the Parties hereto. The Term of this Lease shall be for a period of sixty  
9 (60) months ("Original Term") commencing on the earlier of (a) the date County staff  
10 occupies the Premises, or (b) the date on which County accepts the Premises for  
11 occupancy ("Commencement Date"), which shall occur only after Lessor delivers to  
12 County a copy of the Certificate of Occupancy executed by the appropriate governing  
13 authority, if applicable, and provided that County, in its sole discretion, is satisfied that  
14 all leasehold improvements have been completed in accordance with Exhibit "B" and  
15 Exhibit "F," excepting minor punch list items, ("Commencement Date"). The Original  
16 Term shall expire at midnight on the last day of the sixtieth (60<sup>th</sup>) month ("Expiration  
Date").

17           3.5 Confirmation of Lease Information. At such time as the  
18 Commencement Date of this Lease has been determined, either Party may deliver to  
19 the other Party a notice in the form set forth in the attached Exhibit "D," which the  
20 receiving Party shall execute, after making any corrections necessary to conform the  
21 information to the provisions of this Lease, and return to the forwarding Party within  
22 thirty (30) days after receipt. Either Party will use reasonable efforts to deliver the  
23 notice to the other Party within thirty (30) days after the Lease Commencement Date.  
24 Anything to the contrary notwithstanding, failure to forward or execute said notice shall  
not invalidate or nullify the provisions of this Lease.

25           **4. Option to Extend.** County shall have one (1) option to extend the term  
26 of this Lease for a period of three (3) years, which options shall be exercised in the  
27 following manner:  
28



1           4.1    The option shall be exercised by County giving Lessors notice of  
2 its election thereof, in writing, no later than sixty (60) days prior to the expiration of the  
3 initial term of this Lease.

4           4.2    The Rent during the option period shall not increase more than 3%  
5 above the prior year's rental rate.

6           **5.    Rent.**

7           5.1    County shall pay the sum of \$20,897.10 per month to Lessors as  
8 rent for the leased Premises, payable, in advance, on the first day of the month or as  
9 soon thereafter as a warrant can be issued in the normal course of County's business;  
10 provided, however, in the event County cannot take useful occupancy of the leased  
11 Premises until after the first day of the month, the rent for the first and last months shall  
12 be pro-rated on a thirty (30) day calendar basis, payable on the date of occupancy for  
13 the first month and on the first day of the last month, or as soon thereafter as a warrant  
14 can be issued in the normal course of County's business.

15           5.2    Notwithstanding the provisions of Paragraph 5(a) herein, the  
16 monthly rent shall be increased on each anniversary of this Lease by an amount equal  
17 to three percent (3%) of such monthly rental.

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

23           **7.    Improvements by Lessors.**

24           7.1    Lessors, at its sole expense, shall facilitate tenant improvements  
25 to the exterior and interior of the building, the scope of work is described on Exhibit "B,"  
26 attached hereto and by this reference made a part of this Lease.

27           7.2    Lessor shall require that Contractor shall comply with prevailing  
28 wage requirements and be subject to restrictions and penalties in accordance with

1 §1770 et seq. of the Labor Code which requires prevailing wages be paid to  
2 appropriate work classifications in all bid specifications and subcontracts.

3 7.3 The Lessor shall require that Contractor shall furnish all  
4 subcontractors/employees a copy of the Department of Industrial Relations prevailing  
5 wage rates at which Lessor will post at the job site. All prevailing wages shall be  
6 obtained by the Lessor/Contractor from:

7 Department of Industrial Relations  
8 Division of Labor Statistics and Research  
9 455 Golden Gate Avenue, 8th Floor  
10 San Francisco, CA 94102

11 7.4 Lessor shall require that Contractor shall comply with the payroll  
12 record keeping and availability requirement of §1776 of the Labor Code.

13 7.5 Lessor shall require that Contractor shall make travel and  
14 subsistence payments to workers needed for performance of work in accordance with  
15 §1773.8 of the Labor Code.

16 7.6 Prior to commencement of work, Lessor shall require that  
17 Contractor shall contact the Division of Apprenticeship Standards and comply with  
18 §1777.5, §1777.6 and §1777.7 of the Labor Code and applicable regulations.

19 7.7 Lessor shall comply and stay current with all applicable local, state  
20 and federal building codes and laws as from time to time amended, including, but not  
21 limited to, the Americans with Disabilities Act requirements in providing the County with  
22 any requested County improvements.

23 7.8 If any agency, division or department of any governmental entity  
24 with appropriate jurisdiction condemns the Premises or any part of the Premises as  
25 unsafe or not in conformity with any of the laws or regulations controlling their  
26 construction, occupation or use, or orders or requires any alteration, repair or  
27 reconstruction of the Premises the responsible party shall be the Lessor who at its sole  
28 cost and expense (and without any right of reimbursement from County) immediately

1 effect all necessary alterations and repairs required for the Premises full and exact  
2 compliance.

3 7.9 Lessor shall cause all County improvements to be lien free,  
4 completed at Lessor's cost in a workmanlike manner and in compliance with all  
5 applicable law.

6 7.10 County agrees when requested by Lessor to execute and deliver  
7 any applications, consents or other instruments required to permit Lessor to complete  
8 such County improvements or to obtain permits for the work.

9 7.11 Post occupancy tenant improvements requested by County and  
10 completed by Lessor shall be reimbursed by County at Lessor's cost plus 10%.  
11 Lessor's invoices for such improvements shall be itemized according to material, sales  
12 tax, labor and Lessor's 10% overhead handling charge.

13 7.12 Due to County fiscal year funding and accounting practices, any  
14 costs due to Lessor for reimbursement of tenant improvements during the term must  
15 be invoiced and received by the County prior to May 1st of each fiscal year in which  
16 services to County were provided to ensure payment.

17 7.13 In the event County requests additional improvements during the  
18 term of this lease, any improvements completed by Lessors shall be constructed  
19 pursuant to Exhibit "E."

20 **8. Improvements by County.**

21 8.1 Any alterations, improvements or installation of fixtures to be  
22 undertaken by County shall have the prior written consent of Lessors after County has  
23 submitted plans for any such proposed alterations, improvements or fixtures to Lessors  
24 in writing. Such consent shall not be unreasonably withheld by Lessors.

25 8.2 All alterations and improvements made, and fixtures or equipment  
26 installed, by County shall remain County property and may be removed by County at or  
27 prior to the expiration of this Lease; provided, however, that such removal does not  
28

1 cause injury or damage to the leased Premises, or in the event it does, the Premises  
2 shall be restored.

3 **9. Custodial.**

4 9.1 **Custodial Services.** Lessors shall provide, or cause to be  
5 provided, and pay for all custodial services in connection with the leased Premises and  
6 such services shall be provided as set forth in the attached Exhibit "C." The provider of  
7 such custodial services will perform background checks through LiveScan or in the  
8 manner specified by County, of qualified permanent and temporary employees to  
9 determine their suitability for employment. The provider will be bonded in the sum of  
10 \$10,000.00, and proof of such insurance, as supplied by the Lessors, shall be  
11 furnished prior to execution of said Lease Agreement. In addition to bonding as  
12 required herein, Lessors shall also receive proof of statutory workers' compensation  
13 insurance, commercial general liability and vehicle liability insurance from the provider  
14 of any custodial functions performed at the Premises location.

15 9.2 **County's Right to Provide Custodial Service and Deduct Cost.**

16 If County provides written notice to Lessors of an event or circumstance that requires  
17 the action of Lessors with respect to the custodial services as set forth in Paragraph 6  
18 and Exhibit "C," and Lessors fails to provide such action as required by the terms of  
19 this Lease within three (3) days of County's notice, County may take the required  
20 action to provide custodial services by its staff or those of a custodial contractor if: (1)  
21 County delivers to Lessors an additional written notice advising Lessors that County  
22 intends to take the required action if Lessors does not begin the required action within  
23 forty-eight (48) hours after the written notice; and (2) Lessors fails to begin the required  
24 work within this forty-eight (48) hour period. Upon demand by County, Lessors shall  
25 promptly reimburse County the actual cost and expenses thereof, provided said costs  
26 and expenses are reasonable. Should Lessors fail to promptly pay the cost and  
27 expenses, County may deduct and offset that amount from Rent payable under this  
28

1 Lease. For purposes of this Section, notice given by fax or e-mail shall be deemed  
2 sufficient.

3 **10. Maintenance.**

4 10.1 Lessors warrant that the leased Premises shall be in good and  
5 suitable condition for the uses contemplated herein at such time as County can take  
6 useful occupancy. Lessors shall keep the leased Premises in such good condition,  
7 and in compliance with all federal, state and local laws, ordinances, rules, codes and  
8 regulations including but not limited to fire, health and safety. Additionally, Lessors  
9 shall maintain the exterior and interior of the leased Premises, including, but not limited  
10 to, *insect/pest control services, air conditioning equipment, heating equipment,*  
11 *plumbing, electrical wiring and fixtures, windows and structural parts, in good working*  
12 *condition and repair and in compliance with all laws, ordinances, rules and regulations,*  
13 *including, but not limited to, the Americans with Disabilities Act.*

14 10.2 In the event Lessors fails, or refuses, to make any repairs to the  
15 leased Premises as may be required or necessitated, County reserves the right to  
16 undertake such repairs, subject to two (2) weeks' notice to Lessors in writing. The  
17 costs and expenses of such repairs shall be deducted from any rents due hereunder.

18 10.3 ~~Notwithstanding the provisions contained in Paragraph 8.2 above,~~  
19 ~~in the event an emergency arises which requires or necessitates repairs to the leased~~  
20 ~~Premises in order to insure the health and safety of persons or property or both, and~~  
21 ~~Lessors fail, or refuse, to make such repairs in an expeditious manner, County may~~  
22 ~~undertake such repairs and notify Lessors thereof in writing promptly thereafter.~~ The  
23 costs and expenses of such repairs shall be deducted from any rents due hereunder.

24 **11. Exculpation, Indemnification and Hold Harmless.**

25 11.1 **Exculpation.** To the fullest extent permitted by law, Lessor, on its  
26 behalf and on behalf of all Lessor Parties, as hereinafter defined, waives all claims (in  
27 law, equity, or otherwise) against County Parties, as hereinafter defined, arising out of,  
28 knowingly and voluntarily assumes the risk of, and agrees that County Parties shall not



1 be liable to Lessor Parties for any of the following: (1) injury to or death of any person;  
2 or (2) loss of, injury or damage to, or destruction of any tangible or intangible property,  
3 including the resulting loss of use, economic losses, and consequential or resulting  
4 damage of any kind from any cause. County Parties shall not be liable under this  
5 Section regardless of whether the liability results from any active or passive act, error,  
6 omission, or negligence of any of County Parties; or is based on claims in which liability  
7 without fault or strict liability is imposed or sought to be imposed on any of County  
8 Parties. This exculpation Section shall not apply to claims against County Parties to  
9 the extent that a final judgment of a court of competent jurisdiction establishes that the  
10 injury, loss, damage, or destruction was proximately caused by County Parties' fraud,  
11 willful injury to person or property, or violation of law.

11 **11.1.1 Definition of "County Parties" and "Lessor**  
12 **Parties."** For purposes of this Section 11, the term "County Parties" refers singularly  
13 and collectively to County, Special Districts, their respective Directors, Officers, Board  
14 of Supervisors, agents, employees, and independent contractors as well as to all  
15 persons and entities claiming through any of these persons or entities. The term  
16 "Lessor Parties" refers singularly and collectively to Lessor and the partners, venturers,  
17 trustees, and ancillary trustees of Lessor and the respective officers, directors,  
18 shareholders, members, parents, subsidiaries, and any other affiliated entities,  
19 ~~personal representatives, executors, heirs, assigns, licensees, invitees, beneficiaries,~~  
20 agents, servants, employees, and independent contractors of these persons or entities.

21 **11.1.2 Survival of Exculpation.** The paragraphs of this  
22 Section 11 shall survive the expiration or earlier termination of this Lease until all  
23 claims within the scope of this Section 11 are fully, finally, and absolutely barred by the  
24 applicable statutes of limitations.

25 **11.1.3 Lessor's Acknowledgment of Fairness.** Lessor  
26 acknowledges that this Section 11 was negotiated with County, that the consideration  
27 for it is fair and adequate, and that Lessor had a fair opportunity to negotiate, accept,  
28 ~~reject, modify, or alter it.~~

**11.2 Indemnification and Hold Harmless.** Lessors shall indemnify and hold  
harmless the County of Riverside, its Agencies, Districts, Special Districts and

1 Departments, their respective directors, officers, Board of Supervisors, elected and  
2 appointed officials, employees, agents and representatives (individually and collectively  
3 hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted  
4 upon any services of Lessors, its officers, employees, subtenants, agents or  
5 representatives arising out of or in any way relating to this Agreement, including but not  
6 limited to property damage, bodily injury, or death or any other element of any kind or  
7 nature whatsoever arising from the performance of Lessors, its officers, employees,  
8 subtenants, agents or representatives Indemnitors from this Agreement. Lessors shall  
9 defend, at its sole expense, all costs and fees including, but not limited, to attorney  
10 fees, cost of investigation, defends and settlements or awards, the Indemnitees in any  
claim or action based upon such alleged acts or omissions

11                   11.2.1           With respect to any action or claim subject to  
12 indemnification herein by Lessors, Lessors shall, at their sole cost, have the right to  
13 use counsel of their own choice and shall have the right to adjust, settle, or  
14 compromise any such action or claim without the prior consent of County; provided,  
15 however, that any such adjustment, settlement or compromise in no manner  
16 whatsoever limits or circumscribes County's indemnification to Indemnitees as set forth  
17 herein.

18                   11.2.2           Lessors obligation hereunder shall be satisfied when  
19 Lessors has provided to County the appropriate form of dismissal relieving County from  
20 any liability for the action or claim involved.

21                   11.2.3           The specified insurance limits required in this  
22 Agreement shall in no way limit or circumscribe Lessors obligations to indemnify and  
23 hold harmless the Indemnities herein from third party claims.

24                   11.2.4           In the event there is conflict between this clause and  
25 California Civil Code Section 2782, this clause shall be interpreted to comply with Civil  
26 Code 2782. Such Interpretation shall not relieve the County from indemnifying the  
27 Indemnitees to the fullest extent allowed by law.

28

1                                    11.2.5            **Survival of Indemnification.** The paragraphs of this  
2 Paragraph 11 shall survive the expiration or earlier termination of this Lease until all  
3 claims against County Parties involving any of the indemnified matters are fully, finally,  
4 and absolutely barred by the applicable statutes of limitations.

5            **12. Insurance.**

6                                    12.1 **Lessors' Insurance.** Without limiting or diminishing any  
7 indemnification contained within this Lease, Lessors and/or their authorized  
8 representatives, including, if any, a property management company, shall procure and  
9 maintain or cause to be maintained, at its sole cost and expense, the following  
10 insurance coverage during the term of this Lease.

11                                    12.2 **Workers' Compensation.** Workers' Compensation Insurance  
12 (Coverage A) as prescribed by the laws of the State of California. Policy shall include  
13 Employers' Liability (Coverage B) including Occupational Disease with limits not less  
14 than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
15 subrogation in favor of the County of Riverside.

16                                    12.3 **Commercial General Liability.** Commercial General Liability  
17 Insurance coverage, including, but not limited to, premises liability, contractual liability,  
18 ~~products/completed operations, personal and advertising injury, cross liability coverage~~  
19 and employment practices liability covering bodily injury, property damage, and  
20 personal injury arising out of or relating, directly or indirectly, to the design,  
21 construction, maintenance, repair, alteration and ownership of the Premises and all  
22 areas appurtenant thereto including claims which may arise from or out of Lessors's  
23 operations, use, and management of the Premises, or the performance of its  
24 obligations hereunder. Policy shall name the County of Riverside, its Special Districts,  
25 Agencies, Districts and Departments, their respective Directors, Officers, Board of  
26 Supervisors, elected and appointed officials, employees, agents, independent  
27 contractors or representatives as an Additional Insured. Policy limits shall not be less  
28 than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit,

1 it shall apply separately to this Lease or be no less than two (2) times the occurrence  
2 limit.

3           **12.4 Vehicle Liability.** If vehicles or licensed mobile equipment are  
4 used on the Project, Lessors shall maintain auto liability insurance for all owned, non-  
5 owned or hired automobiles in an amount not less than \$1,000,000 per occurrence  
6 combined single limit. Policy shall name the County of Riverside, its Special Districts,  
7 Agencies, Districts, and Departments, their respective Directors, Officers, Board of  
8 Supervisors, elected and appointed officials, employees, agents, independent  
9 contractors or representatives as Additional Insured Parties.

10           **12.5 Property (Physical Damage).**

11                   **12.5.1** All-Risk real property insurance coverage, including  
12 earthquake and flood, if applicable, for the full replacement cost value of buildings,  
13 structures, fixtures, all improvements therein, and building systems on the Project as  
14 the same exists at each early anniversary of the term. Policy shall include Business  
15 Interruption, Extra Expense, and Expediting Expense coverage as well as coverage for  
16 off-premises power failure. Policy shall name the County as a Loss Payee as their  
17 interests may appear.

18                   **12.5.2** ~~Boiler and Machinery~~ insurance providing coverage  
19 for at least but not limited to, all high voltage electrical and rotating mechanical  
20 equipment on a full replacement cost value basis. Policy shall provide Business  
21 Interruption, Extra Expense, and Expediting Expense coverage as well as coverage for  
22 off-premises power failure. Policy shall name the County as a Loss Payee as their  
23 interests may appear.

24                   **12.5.3** During such time, prior to the commencement of this  
25 Lease while Lessors are preparing the Premises in accordance with Exhibit "B,"  
26 Lessors shall keep or require its Contractor to keep in full force and effect, a policy of  
27 Course of Construction Insurance covering loss or damage to the Premises for the full  
28 replacement value of such work. The Named Insured shall include the Lessors,

1 County and Contractor as their interests appear. Lessors or their Contractor shall be  
2 responsible for any deductible payments that result from a loss at the Premises under  
3 this coverage. If, at the time of any loss to the property described on Exhibit "B," it is  
4 determined that the insurance has not been carried or the insurance does not cover the  
5 loss of property being installed, the Lessors shall be responsible to pay the loss without  
6 contribution from the County.

7 **12.6 General Insurance Provisions – All Lines.**

8 12.6.1 Any insurance carrier providing Lessor's insurance  
9 coverage hereunder shall be admitted to the State of California and have an A.M.  
10 BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in  
11 writing, by the County Risk Manager. If the County's Risk Manager waives a  
12 requirement for a particular insurer such waiver is only valid for that specific insurer  
13 and only for one policy term.

14 12.6.2 The Lessors' insurance carrier(s) must declare its  
15 insurance deductibles or self-insured retentions. If such deductibles or self-insured  
16 retentions exceed \$500,000.00 per occurrence such deductibles and/or retentions shall  
17 have the prior written consent of the County Risk Manager before the commencement  
18 of the Lease term. ~~Upon notification of deductibles or self-insured retentions which are~~  
19 deemed unacceptable to the County, at the election of the County's Risk Manager,  
20 Lessor's carriers shall either: 1) reduce or eliminate such deductibles or self-insured  
21 retentions as respects this Agreement with the County, or 2) procure a bond which  
22 guarantees payment of losses and related investigations, claims administration,  
23 defense costs and expenses.

24 12.6.3 At the inception of this Lease and annually at the  
25 Lessor's insurance policy renewal date(s), the Lessors shall cause their insurance  
26 carrier(s) to furnish the County of Riverside with 1) a properly executed original  
27 Certificate(s) of Insurance and certified original copies of Endorsements effecting  
28 coverage as required herein; or, 2) if requested to do so orally or in writing by the



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

17 12.6.4 It is understood and agreed by the parties hereto and  
18 the Lessor's insurance company(s) that the Certificate(s) of Insurance and policies  
19 shall so covenant and shall be construed as primary insurance, and the County's  
20 insurance and/or deductibles and/or self-insured retentions or self-insured programs  
21 shall not be construed as contributory.

22 **13. Options to Terminate.**

23 13.1 In the event that the tenant improvements are not completed within  
24 ninety (90) days following Board of Supervisors approval, then County may, at its  
25 election, either (1) deduct from any rents that may become due hereunder the sum of  
26 \$697.00 for each day the leased Premises are not prepared for useful occupancy, as  
27 liquidated damages for failure to provide useful occupancy in a timely manner as  
28 prescribed hereunder. Lessors and County agree that such damages are to be one of

1 the mutually exclusive remedies, as prescribed in this Paragraph 13, for such failure, in  
2 that at the time of entering, into this Lease it would be impractical and extremely  
3 difficult to fix the actual damages that would flow from Lessor's failure to provide useful  
4 occupancy in a timely manner, including, but not limited to, the difference in money  
5 between the total sum to be paid by County to another party for rent to lease such  
6 party's real property, if the rental hereunder is less than the rental to be paid such other  
7 party, or (2) cancel this Lease and Lessors hereby waives any and all rights that it may  
8 have against County for any costs, expenses and/or charges that Lessors may have  
9 incurred as a result of preparing the leased Premises for occupancy.

10           13.2 County shall have the option to terminate this Lease if the leased  
11 Premises are destroyed or damaged to the extent that they cannot be repaired within  
12 sixty (60) days. If the damage can be repaired within sixty (60) days, it shall be the  
13 duty of the Lessors to make such repairs promptly, and during said period, the rent  
14 shall abate pro rata as to any portion of the leased Premises not usable by the County.  
15 County reserves the right to determine what, if any portions of the leased Premises are  
16 usable.

17           13.3 The Parties hereto recognize and understand that the rental  
18 ~~consideration hereunder originates from County, State and/or Federal sources,~~ and  
19 therefore County shall have the right to terminate this Lease (a) if such funding is  
20 reduced or otherwise becomes unavailable, based on County's annual fiscal budget, or  
21 (b) if any law, rule or regulation precludes, prohibits or materially adversely impairs  
22 County's ability to use the Premises for the use permitted herein, or (c), if County in its  
23 sole discretion determines that the Premises are no longer suitable for its use for any  
24 reason or cause.

25           13.4 County shall provide Lessor with written notification of its election  
26 to terminate this Lease at least sixty (60) days prior to the date of termination.  
27 County's notice shall state the reason for its termination of this Lease. County's  
28 obligation to pay Rent shall continue through the termination date.

1           **14. Compliance.**

2           **14.1 Compliance.** Lessor warrants that the Premises and  
3 improvements on the Premises shall comply with all applicable State and Federal laws,  
4 covenants or restrictions of record, building codes, regulations and ordinances  
5 (“Applicable Requirements”) in effect on the Commencement Date of this Lease,  
6 regardless of the use to which County will put the Premises. If the Premises do not  
7 comply with said warranty, Lessor shall, promptly after receipt of written notice from  
8 County or any governmental agency having jurisdiction over such matters setting forth  
9 the nature and extent of such non-compliance, rectify the same at Lessor’s expense. If  
10 the Applicable Requirements are hereinafter changed so as to require during the term of  
11 this Lease, unless same is the result of the use to which County puts the Premises, the  
12 construction of an addition to or an alteration of the Premises, the remediation of any  
13 Hazardous Substance as hereinafter defined, or the reinforcement or other physical  
14 modification of the Premises Lessor shall, promptly after receipt of written notice from  
15 County or any governmental agency having jurisdiction over such matters setting forth  
16 the nature and extent of such non-compliance, rectify the same at Lessor’s expense.

17           **14.2 Americans With Disabilities.** Lessor warrants and represents the  
18 Premises shall be readily accessible to and usable by individuals with disabilities in  
19 compliance with Title III of the Americans with Disabilities Act of 1990 and California  
20 Title 24, as amended from time to time and regulations issued pursuant thereto and in  
21 effect from time to time. Any cost incurred to cause the Premises to comply with said  
22 Act shall be borne by Lessor.

23           **14.3 Asbestos and Lead Based Paint.** Lessor warrants and  
24 represents the Premises shall be constructed, operated and maintained free of hazard  
25 from asbestos and lead based paint, as more fully set forth in the attached Exhibit “H.”

26           **14.4 Hazardous Substance.** It is the intent of the Parties to construe  
27 the term “Hazardous Substances” in its broadest sense. Hazardous Substance shall be  
28 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;

1 or (c) a basis for potential liability of County to any governmental agency or third party  
2 under any applicable statute or common law theory.

3 Lessor acknowledges that County's use may from time to time require the  
4 presence of Hazardous Substances at the Premises. County agrees that all such  
5 Hazardous Substances located in, at, or on the Premises shall be used, stored,  
6 handled, treated, transported, and disposed of in compliance with all applicable laws.

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

26 **14.5 Sick Building Syndrome.** Lessor warrants and represents the  
27 Premises shall be constructed, operated and maintained free of certain hazards,  
28 including, but not limited to: spores, fungus, molds, bacteria, chemicals or fumes or  
other causes of any hazardous micro-environments, sometimes known as "Sick Building  
Syndrome," emanating from or within the Premises that may potentially cause  
discomfort, bodily injury, sickness or death. Should it be determined that remediation is

1 necessary based on a report by a trained investigator, Lessor will promptly contract with  
2 a qualified and experienced company to safely remove the micro-environments using  
3 remediation guidelines recommended or required by the appropriate governmental  
4 agency. Any cost incurred to cause the Premises to be free of such hazard shall be  
borne by Lessor.

5 **14.6 Waste Water.** Lessor shall be responsible for compliance with all  
6 Federal, state or local laws, regulations or permits pertaining to storm water pollution,  
7 prevention plans ("SWPP") and all National Pollution Discharge Elimination System  
8 ("NPDES") laws or regulations adopted or to be adopted by the United States  
9 Environmental Protection Agency. Parking lot sweeping shall be done as required by  
10 NPDES rules or as needed; at least two times per year, once prior to the rainy season.

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

13 <u>County:</u>	<u>Lessors:</u>
14 County of Riverside	HUB Enterprises
15 Attn: Deputy Director	c/o Amber Realty Company
16 Economic Development Agency	Attn: Steve Gibson
17 Real Estate Division	29826 Haun Road, Suite 305
18 <del>3403 Tenth Street Suite 400</del>	<del>Menifee, California 92586</del>
19 Riverside, California 92501	

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

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



1           **17. Subordination, Non-Disturbance, and Attornment.**

2           **17.1 Subordination, Non-Disturbance, and Attornment Agreement.**

3 To carry out the purposes of Sections 17.2 and 17.3, the Parties agree to execute a  
4 Subordination, Non-Disturbance and Attornment Agreement in the form set forth in the  
5 attached Exhibit "G."

6           **17.2 Subordination.** County agrees that within forty-five (45) business  
7 days after Lessor's written request, it shall execute the agreement referred to in  
8 Section 17 that Lessors reasonably considers necessary to evidence or confirm the  
9 subordination or inferiority of this Lease to the lien of any mortgage, deed of trust or  
10 other encumbrance of the Premises or any renewal, extension, modification,  
11 replacement thereof, provided however, that such Subordination Agreement shall be  
12 strictly limited to matters contained in the Agreement referred to in Section 17 and no  
13 such Subordination Agreement shall materially increase any of County's obligations or  
14 materially decrease any of County's rights under this Lease, nor shall the possession  
15 of County be disturbed, by reason of any foreclosure, sale or other action under any  
16 such trust deed, mortgage or other encumbrance.

17           **17.3 Attornment.** If Lessor's interest in the Premises passes to a  
18 successor, and provided County has received the Non-Disturbance agreement referred  
19 to in Section 17, County shall, within forty-five (45) business days after Lessor's  
20 transferee's request, execute the agreement referred to in Section 17, thereby  
21 agreeing to attorn and to recognize the transferee as the Lessors under this Lease;  
22 provided the transfer of Lessor's interest in the Premises was by sale, lease,  
23 foreclosure, deed in lieu of foreclosure, exercise of any remedy provided in any  
24 encumbrance or operation of law.

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

27           **18.1 Title.** County's Leasehold interest in the Premises is free and clear  
28 of restrictions which would restrict County's rights under this Lease.

1                   **18.2 Certificate of Authority.** Lessor covenants that it is a duly  
2 constituted under the laws of the state of its organization, and that the person(s) who is  
3 acting as its signatory in this Lease is duly authorized and empowered to act for and on  
4 behalf of the Lessor. Lessor shall furnish County prior to the execution hereof with  
5 evidence of the authority of the signatory to bind the entity or trust as contemplated  
6 herein.

7                   **18.3 No Litigation.** There are no judicial, quasi-judicial, administrative  
8 or other orders, injunctions, moratoria or pending proceedings against Lessor or the  
9 Premises which preclude or interfere with, or would preclude or interfere with, the  
10 construction contemplated herein or the occupancy and use of the Premises by County  
11 for the purposes herein contemplated.

12                   **18.4 Easements.** Lessor shall not (a) subdivide, parcel or otherwise  
13 divide the Premises, (b) create, modify or terminate any ingress or egress to or from the  
14 premises, or (c) create any easements in the Premises, without County's prior written  
15 approval.

16                   **19. Quiet Enjoyment.** Lessors covenants that County shall at all times  
17 during the term of this Lease peaceable and quietly have, hold and enjoy the use of the  
18 leased Premises so long as County shall fully and faithfully perform the terms and  
19 conditions that it is required to do under this Lease.

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

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

26                   **22. Venue.** Any action at law or in equity brought by either of the parties  
27 hereto for the purpose of enforcing a right or rights provided for by this Lease shall be  
28 tried in a court of competent jurisdiction in the County of Riverside, State of California,

1 and the parties hereto waive all provisions of law providing for a change of venue in  
2 such proceedings to any other county.

3 **23. County's Representative.** County hereby appoints the Assistant County  
4 Executive Office / EDA as its authorized representative to administer this Lease.

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

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

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

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

26 ///

27 ///

28 ///

1           **28. Approval of Supervisors.** Anything to the contrary notwithstanding, this  
2 Lease shall not be binding or effective until its approval and execution by the Chairman  
3 of the Riverside County Board of Supervisors.

4  
5 Dated:           AUG 23 2016          

6 **COUNTY:**

7 **COUNTY OF RIVERSIDE**, a  
8 political subdivision of the  
9 State of California

**Lessors:**

**HUB ENTERPRISES,**  
a California limited partnership

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

By:   
Ronald J. Hartley, General Partner

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

17 By:   
18 Deputy

**TRUSTEES OF THE 1987 HARTLEY  
LIVING TRUST**


By:   
Ronald J. Hartley, Trustee

By:   
Jeryl C. Hartley, Trustee

19  
20 Approved as to Form:  
21 Gregory P. Priamos, County Counsel

22 By:   
23 R. Todd Frahm  
Deputy County Counsel

By:   
Steven A. Gibson, joint tenant

24 By:   
25 Lynette A. Gibson, joint tenant

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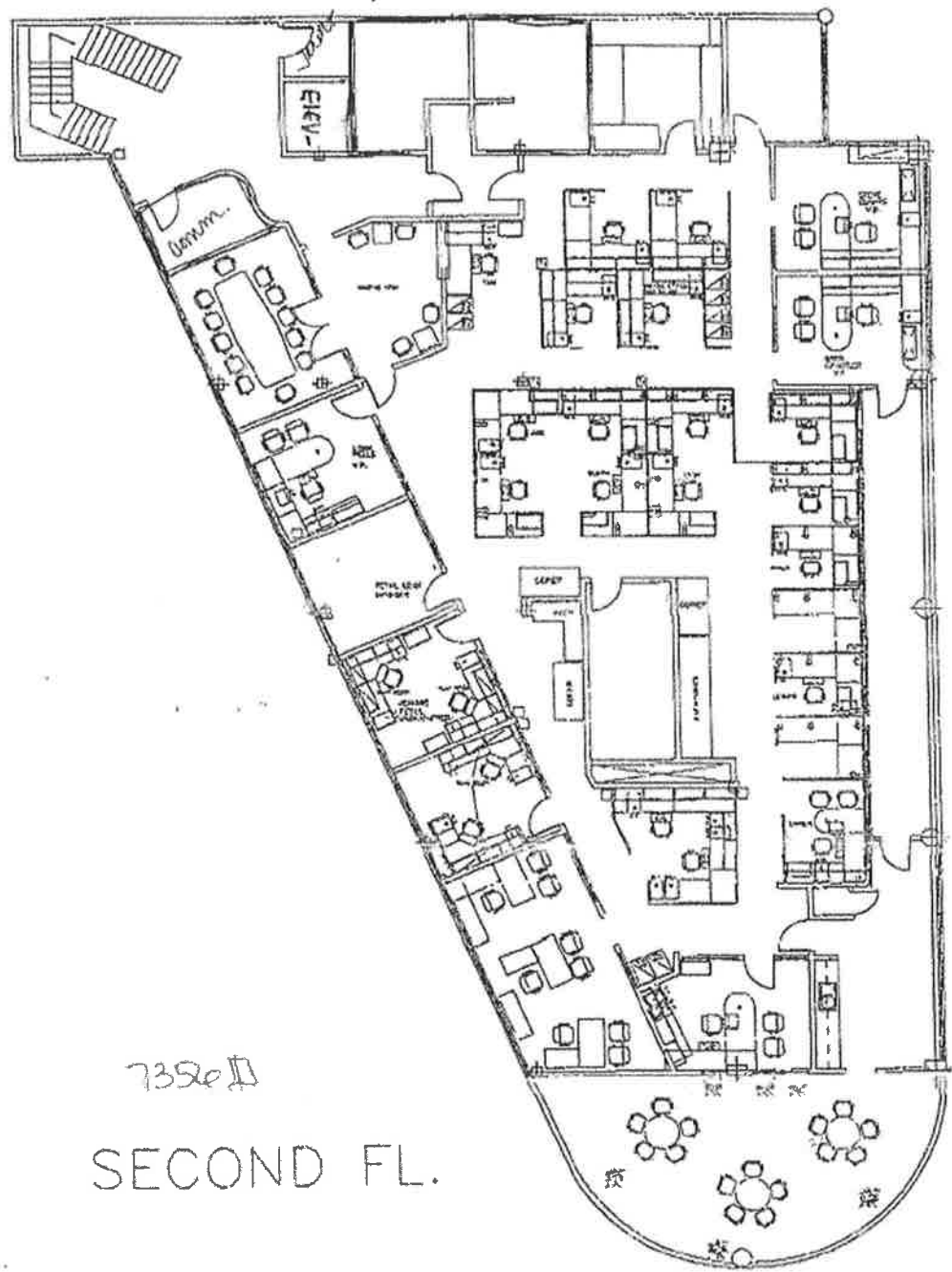
**Exhibit A**  
**Depiction of Premises**

Approved by *[Signature]* Date 3/1/07  
 See Return to ISS Facilities Stop # 3329-0000

**800 So. Sanderson**  
**FIRST FL.**

<b>G/M Business Interiors</b> 2770 West La Habra Drive La Habra, CA 91707 Phone: (909) 694-8803 Fax: (909) 694-8807	CLIENT / PROJECT  <p align="center"><b>FOR JIMMY BROWNCANTAL HEALTH</b></p>	Delivery Information Estimated Delivery Date PO# Bill To Bill From	Quantity Unit Price Total	Order No.    Date
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7352e  
SECOND FL.

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2 **Exhibit B**

3 **Tenant Improvements**

4  
5 **Scope of Work and Payment Responsibility:** All tenant improvements shall be performed by  
6 Lessors, at their sole cost and expense. Improvements shall be performed after working hours  
7 or over the weekends and all work coordinated with County. Prior to the installation of the new  
8 carpet tiles and ceiling tiles, Lessors shall perform their due diligence in determining the source  
9 of water leaks throughout the facility including but not limited to: roof leaks, interior sprinkler  
10 system, and HVAC condensation. In addition Lessors shall rebalance the HVAC unit and  
11 temperature controls to minimize the uncomfortable temperature variances throughout the day.  
12 A furniture lift shall be used to lift systems furniture to remove existing carpet and install new  
13 carpet tiles. The furniture lift allows systems furniture to be lifted to avoid dismantling of systems  
14 furniture and critical phone and data lines.

15 Department employees shall be responsible for removing personal desktop items from work  
16 surfaces, decorative items, and bulletin boards from walls. Department shall also be responsible  
17 for removing and relocating the file cabinets for the purpose of painting, and installation of  
18 carpet tiles.

19 Lessors to complete the following tenant improvements:

20 **Exterior**

- 21
- 22 • Repair any roof leaks or HVAC condensate leaks
  - 23 • Install new signage to the exterior of the building, and shall include a design that is  
24 approved by Environmental Health. Department shall submit a Form 5 for new signage,  
25 and shall reimburse the Lessors for any costs incurred.
  - 26 • The door handles from the main entrance shall be painted (red paint) and restored into  
27 original form.

28 **Second floor employee Patio Area**

- Patio shall be maintained on a regular basis. Trash and tree debris shall be removed  
weekly as per Exhibit "C" to be completed by Lessors janitorial company.
- Patio furniture shall be dusted weekly as per Exhibit "C."

**Workshop and Storage room downstairs exterior**

- Stain and seal concrete floors in workshop and storage room.
- Ceiling light covers need to be replaced with new lights and covers.
- Touch-up paint shall be applied throughout the workshop and storage room using  
existing paint color.

## Main Entrance Common Space

- The VCT on the stairwell shall be removed and replaced with rubber stair treads. Stairwell rubber tread sample is noted below for your reference:
- Stairwell handrails shall be repainted or touched up to match existing.

Click a Model No. to add to cart
**Order Online, by Phone, or by E-Mail**


– Add items to your online shopping cart –  
Click the Model No. of the item you wish to purchase.

**PRICE FOR 788 DISC-O-TILE**

Model No.	Std. Size	Std. Ctn Qty.	Approx. Wt. Ea.	Price Per Tile (ea)
788	24" x 24"	10	5 lbs.	\$82.65

Tile should be installed with arrows on tile all facing in same direction. Must be installed with epoxy adhesive.

**Disc-O-Tred® No. 787 DESIGN RUBBER STAIR TREADS**



New Adjustable Nose Tread

A new design nose easily adjusts to steps with angle nosings between 90° and 60°. Allows fit on stairways designed for safety or aesthetics. Ideal for public buildings where fire safety is a prime prerequisite, durable for heavy traffic areas. Circular discs (5/8" diameter) are easy to clean, affords safer pedestrian traffic. Meets Federal Specs. RR-T-650E. Install with No. 400 Neoprene Contact Adhesive, back of tread and back of nosing use No. 110 Epoxy Star Caulk inside of nose.

See Below for Color Chart, Adhesives, and Installation Instructions

**SPECIFICATIONS:**  
 Furnish and install No. 787 Disc-O-Tred Star Treads 1/4" thick tapering to back edge, 1/2-1/2" deep. Treads shall have a Flame Spread Rating of 25 or less using ASTM E-84 Test, an adjustable square nose (1/7-8" deep), a rounded back to assure proper adhesion, contain no asbestos fibers, made of top quality homogeneous rubber compound, color extending throughout thickness, free from objectionable odors or imperfections which might impair serviceability. Select standard length of 36", 42", 48", 54", 60" or 72". Select standard solid color from Color Series III.

- Install Uniform VCT throughout the entire first and second floor of the common space areas. The area on the first floor to receive VCT tile is the portion of the hall from the main ceramic tiled lobby to the common restrooms and office doors at the end of the hall AND the "employee side entrance" from where the existing ceramic tile ends to the suite 100 & 102 suite entrance doors and to the bottom of the stairs. The second floor hard surface floor tile is complete already with the exception of the stairway and landings which will be vinyl stair treads.
- Paint accent wall using Sherwin Williams Astr, CL2275 D paint color, with an egg shell finish.
- Replace all damaged and missing VCT flooring throughout the suite.

## Suite 100

- Install new carpet tiles manufactured by Kraus Flooring, style 7072 Buckingham, color 707234 Cavern with matching baseboards, and touch-up paint with an eggshell finish shall be applied throughout the suite.
- Touch-up paint shall be cut in around systems furniture and large file cabinets if furniture is not removed. Sheen shall be used in high traffic areas, i.e. hallways, restrooms, break rooms etc.
- Carpet tiles shall also be cut in around large heavy file cabinets in suite 100 if not removed.
- Replace broken and water stained ceiling tiles with new ceiling tiles (repainted ceiling tiles are not acceptable).



- 1 • All interior sprinkler heads shall be adjusted to meet Fire Code standards. Many  
2 sprinkler heads are placed above ceiling tiles. Per Lessors caps are on order and will be  
3 replaced as replacements come in.
- 4 • Install new toilet and mirror in the employee restroom. It has been agreed that toilet will  
5 be cleaned thoroughly and hard water deposits removed.
- 6 • New mirror shall be installed.
- 7 • Install new faucet, sink, and counter top in the employee break room/ kitchen. Lessors  
8 shall attempt to remove hard water deposits from sink. If hard water is not removed then  
9 Lessors to install new sink.
- 10 • New faucets shall be installed and new laminate counter top.
- 11 • Holes under sink are maintenance items and shall be repaired by Lessors.
- 12 • Install weather strips in Jim's office to avoid further condensation build up. To be  
13 completed by Lessors.
- 14 • Install new dry wall in corner of Jim's office.
- 15 • New broadloom carpet shall be installed in back stairs leading to second floor.
- 16 • Missing blinds throughout shall be replaced with new and alike to match existing.

#### 12 Suite 102

- 13 • Rebalance ceiling tiles in the EPO Conference Room #1.
- 14 • Install new carpet tiles manufactured by Kraus Flooring, style 7072 Buckingham Color  
15 707232 Blue Pewter with matching baseboards, and touch-up paint with an eggshell  
16 finish shall be applied throughout the suite. Carpet tiles and paint shall be cut in around  
17 large file cabinets and systems furniture. Sheen color shall be used in high traffic areas  
18 i.e. hallways, restrooms, break rooms etc.
- 19 • Lessors shall provide contrasting paint color samples to Management for selection.
- 20 • Replace ceiling tiles that are broken, or stained with new ceiling tiles (repainted ceiling  
21 tiles are not acceptable).
- 22 • All interior sprinkler heads shall be adjusted to meet Fire Code standards (many are  
23 located above the ceiling tiles).
- 24 • Install new mirrors in Men's restroom.
- 25 • Toilets and urinals shall be cleaned thoroughly and have hard water deposits removed.
- 26 • New Counter tops shall be installed in all restrooms, and touch-up paint shall be applied  
27 on walls and stall panels as needed.
- 28 • Install privacy screens in all restroom stall doors. To be completed by Lessors.
- Acid wash restroom floor tiles and follow up with sealant and buff resilient wax finish to  
rid floors of calcium buildup.

#### 25 Second floor Suite

- 26 • Install new carpet tiles manufactured by Kraus Flooring, style 772 Buckingham, color  
27 707232 blue pewter with matching baseboards, and touch-up paint with an eggshell  
28 finish shall be applied throughout the suite. Paint accent wall using Sherwin Williams  
Astr, CL2275 D paint color, with an egg shell finish. Sheen shall be used in high traffic  
areas i.e. hallways, restrooms, break rooms, etc.

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- Mismatched light bulbs shall be removed and replaced with new for a uniform and aesthetic look.
- Replace ceiling tiles that are broken, or stained with new ceiling tiles (repainted ceiling tiles are not acceptable).
- All interior sprinkler heads shall be adjusted to meet Fire Code standards (many are located above the ceiling tiles). Caps have been ordered and will be replaced as they come in.
- Replace all broken or damaged blinds, and slats.
- Install a privacy screen in all restroom stall doors.
- Acid wash restroom floor tiles and follow up with sealant and buff resilient wax finish to rid floors of calcium buildup.
- Install new faucet, sink in the employee break room/ kitchen. The wood cabinets shall be painted, or sanded, and stained/varnished. Install new hardware and laminate counter top. Lessors shall determine if cabinets can be painted or stained and varnished for a fresh new look.
- Install Haws eyewash, faucet mount (Model # 7620) in Barry Hess/ VC Lab. Eyewash mount shall be provided by Lessee.
- Install VCT tile throughout the Data/ Communications room.

**Exhibit C**

**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 from countertops, cabinet doors, mop tile floor, remove fingerprints from doors, light switches, etc., and refill dispensers.

4. General, Private Areas:

Remove trash, vacuum carpets, mop tile floors, spot clean interior partition glass, clean counter tops, 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 Including work rooms, storage rooms, patios, and balconies:**

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.

Sweep and dust workrooms, storage rooms, patio and balcony areas, including sills and ledges, remove trash and debris and put in dumpster, remove cobwebs from ceiling areas, damp wipe patio furniture, light fixtures and table tops.

**C. Monthly – All Areas:**

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

Detail vacuum carpet edges, under desk/office furniture.

**D. Quarterly – All Areas:**

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

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

**E. Semi-Annually – All Areas:**

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

**F. Annually – All Areas:**

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

**EXHIBIT "D"**  
**CONFIRMATION OF LEASE INFORMATION**

1. LEASE REFERENCE DATE: \_\_\_\_\_
2. PREMISES: 800 S. Sanderson Avenue, Hemet, California 92543
3. COMMENCEMENT DATE: Construction of the leasehold improvements is substantially complete and the lease term shall commence as of \_\_\_\_\_, for a term of \_\_\_\_\_ ending on \_\_\_\_\_, unless extended as provided in the Lease.
  
4. RENT: In accordance with the Lease, Rent began to accrue on \_\_\_\_\_, in the initial amount of \$20,897.10 per month. Rent is due and payable in advance on the first day of each month during the Lease Term.

AGREED and ACCEPTED

**LESSOR:**

**COUNTY:**

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**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 ( $\frac{1}{2}$ ") 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. Identification sign to be installed on exterior of building. Sign will be specifically identified by the Economic Development Agency. Placement and specific size of letters will be determined according to layout and location of structure. Letters will be black injection molded plastic, Helvetica in style.
2. Interior signs to be black phenolic material laminated with white letters. Signs will be specifically identified by the Economic Development Agency.
3. 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. Refrigerated water fountains - provide refrigerated water fountains at location indicated.
4. "Water-Saver" toilets will not be acceptable.
5. Provide hot water in rest rooms and break rooms.
6. Health Clinics-provide hot water in examination rooms, labs, restrooms and break rooms.

7. 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.

R. **WATER STATIONS**

1. Provide electric water coolers with bottle filling capability and drinking fountains throughout facility at locations to be specified by County. ELKAY EZH20 Bottle Filling Station with Bi-Level Filtered LZ Cooler Models LZSTL8WS & LZSTLDDWS.

**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 <b>less</b>	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 <b>larger**</b>	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. 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 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 conduits 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.

## ESTOPPEL CERTIFICATE

1. The County of Riverside, as Tenant, or County, and HUB Enterprises, a California limited partnership, as Lessor, entered into a written office lease dated XXX in which Lessor leased to County and County leased from Lessor those certain premises consisting of approximately 13,482 square feet of office space located at 800 S. Sanderson Avenue, Hemet, California. The office lease, as amended is referred to in this Certificate as the Lease.
2. The Lease has not been amended, modified, nor supplemented, except by XXX.
3. County has paid Rent through XXX. The next payment of Rent is due on XXX. The current rent is XXX. County has not paid Lessor a security deposit.
4. Under the Lease, the term began on XXX, and the expiration date of the Lease is XXX, subject to County's right to terminate the Lease and any options the County may have to extend the term as identified in this Certificate.
5. The Lease provides for no options to extend the term of the Lease.
6. The County has the right of first refusal to renew the Lease, after the original term and any options to extend have expired, on the same terms and conditions received by Lessor as a bona fide offer from a third party to Lease the premises.
7. The County has the right to early termination of this Lease if funding is reduced or becomes unavailable or if the County determines for any reason or cause that the Premises are no longer suitable for its use.
8. There are no oral or written amendments, modifications, or supplements to the Lease except as previously stated in this Certificate. A true, correct, and complete copy of the lease, including all amendments, is attached to this Certificate. The Lease is in full force and effect and represents the entire agreement between Lessor and the County pertaining to the Premises.
9. All space and improvements leased by County have been completed and furnished in accordance with the provisions of the Lease, and County has accepted and taken possession of the Premises. All contributions required to be paid by Lessor to date for improvements to the Premises have been paid in full.
10. Lessor and County are not in default in the performance of any of the terms and provisions of the Lease. To the best knowledge of each Party, no event or condition has occurred that, with the giving of notice or passage of time, or both, would constitute such default by Lessor or County.
11. Lessor has not assigned, transferred, or hypothecated the real property or any interest in the real property.

12. The County has not assigned, transferred, or hypothecated the Lease or any interest in the Lease or subleased all or part of the Premises.
13. There are no mortgagees, beneficiaries under deeds of trust, or other holders of a security interest in the Real Property, except as follows: XXX
14. There are no setoffs or credits against Rent payable under the Lease. No free periods or rental abatements, rebates, or concessions have been granted to County, except as follows: XXX
15. There are no pending actions, voluntary or involuntary, under any bankruptcy or insolvency laws of the United States or any state against either Lessor or County
16. The execution of this Certificate by Lessor and the County does not amend the Lease or waive any of Lessor's or County's rights under the Lease.
17. This Certificate is given to XXX with the understanding that as a lender or purchaser of the above described real property or assignee of either Lessor or XXX may rely on it in connection with either the assignment or acquisition of the above described real property or making a loan secured by the above described real property. Following that acquisition, assignment by Lessor or loan, County intends to keep the Lease full force and effect and shall bind and inure to the benefit of XXX and its successor in interest.

COUNTY:

By: \_\_\_\_\_  
Robert Field,  
Assistant County Executive Officer/EDA

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

By: \_\_\_\_\_  
Deputy County Counsel