

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



ITEM
3.7
(ID # 8091)

MEETING DATE:

Tuesday, January 8, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Lease, Public Defender, sixty-seven months, Banning, District 5, CEQA Exempt, [\$230,275], 100% Department Budget - General Fund (Clerk of the Board to File the Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

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

ACTION: Policy

A handwritten signature in black ink, appearing to read "Robert Field".

Robert Field, Assistant County Executive Officer/ECD

10/16/2018

A handwritten signature in black ink, appearing to read "Steven Harmon".

Steven Harmon, Public Defender

10/16/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 8, 2019
xc: EDA, Recorder

Kecia Harper
Clerk of the Board
By: A handwritten signature in black ink, appearing to read "Kecia Harper".
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$22,895	\$42,279	\$230,275	\$
NET COUNTY COST	\$22,895	\$42,279	\$230,275	\$
SOURCE OF FUNDS: 100% Department Budget - General Fund			Budget Adjustment: No	
			For Fiscal Year: 2017/18-2023/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On January 8, 2013, the Board of Supervisors approved a First Amendment to the Lease for the Law Offices of Public Defender in Banning. This office continues to meet the space requirements for the Law Office of the Public Defender, therefore a new Lease has been negotiated for approval by the Board of Supervisors.

In an effort to assist the Public Defender with their goals to retain a conservative rental rate and reduce their overall operating costs, the Real Estate Division has successfully negotiated a new five year Lease with a reduced rental rate and a reduced annual escalator.

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

The Lease is summarized as follows:

Lessor: Jose L. Perez and Rafaela C. Perez
6158 Balboa Court
Rancho Cucamonga, CA 91701

Location: 235 North Murray Street
Banning, CA 92220

Size: Approximately 1,725 Square Feet

Term: Sixty-seven months; December 31, 2017, through July 31, 2023

Rent: Old: New:

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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\$ 1.99 Per SF	\$ 1.80 Per SF
\$ 3,439.56 Per Month	\$ 3,105.00 Per Month
\$41,274.72 Per Year	\$37,260.00 Per Year

Rental Adjustments: Reduced from 3% to 2.5%, commencing upon approval of the Lease

Utilities: County pays telephone, electric, internet and alarm monitoring.
Lessor provides and pays for all other utilities

Maintenance: Lessor provides maintenance services including pest control

Custodial: Lessor provides custodial services

RCIT: None

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

Impact on Citizens and Businesses

This Law Office of Public Defender will continue to provide an appropriately located facility that serves the social needs of the residents of the Banning community.

SUPPLEMENTAL:

Additional Fiscal Information

See attached Exhibits A, B & C. The Law Office of Public Defender will budget these costs in FY 17/18 thru FY 23/24 and will reimburse EDA for all lease costs on a monthly basis.

Contract History and Price Reasonableness

The Lease rate is deemed competitive based upon the current market. This contract has been in place since November 20, 2007.

Attachments:

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

RF:HM:VY:CC:ra BA029 19.971 13886

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

MinuteTrak: 8091


Rohini Baske, Principal Management Analyst 1/2/2019


Gregory V. Priamos, Director County Counsel 11/29/2018

Exhibit A

FY 2017/18

Law Offices of the Public Defender
235 North Murray Street, Banning

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office: 1,725 SQFT

Approximate Cost per SQFT (Jul -Dec) \$ 1.94

Approximate Cost per SQFT (Jan-Jun) \$ 1.99

Lease Cost per Month (Jul-Dec) \$ 3,339.38

Lease Cost per Month (Jan-Jun) \$ 3,439.56

Total Lease Cost (Jul-Dec) \$ 20,036.28

Total Lease Cost (Jan-Jun) \$ 20,637.36

Total Estimated Lease Cost for FY 2017/18 \$ **40,673.64**

Estimated Additional Costs:

Utility Cost per Square Foot \$ 0.12

Estimated Utility Costs per Month \$ 207.00

Total Estimated Utility Cost(Jul-Dec) \$ 1,242.00

Total Estimated Utility Cost(Jan-Jun) \$ 1,242.00

EDA Lease Management Fee - 3.93% FY2017/18 \$ 787.43

EDA Lease Management Fee - 4.92% \$ 1,015.36

TOTAL ESTIMATED COST FOR FY 2017/18 \$ **44,960.42**

Previously approved amount \$ 22,065.71

Amount of FY17/18 \$ **22,894.72**

TOTAL COUNTY COST 100% \$ **22,894.72**

Exhibit B

FY 2018/19

Law Offices of the Public Defender

235 North Murray Street, Banning

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office: 1,725 SQFT

Approximate Cost per SQFT (July - Aug) \$ 1.99

Approximate Cost per SQFT (Sept - June) \$ 1.80

Lease Cost per Month (July - Aug) \$ 3,439.56

Lease Cost per Month (Sept - June) \$ 3,105.00

Total Lease Cost (July - Aug) \$ 6,879.12

Total Lease Cost (Sept - June) \$ 31,050.00

Total Estimated Lease Cost for FY 2018/19 **\$ 37,929.12**

Estimated Additional Costs:

Utility Cost per Square Foot \$ 0.12

Estimated Utility Costs per Month \$ 207.00

Total Estimated Utility Cost \$ 2,484.00

EDA Lease Management Fee - 4.92% \$ 1,866.11

TOTAL ESTIMATED COST FOR FY 2018/19 **\$ 42,279.23**

TOTAL COUNTY COST 100% \$ 42,279.23

Exhibit C

FY 2019/20 to FY 2023/24 Law Offices of the Public Defender 235 North Murray Street, Banning

ESTIMATED AMOUNTS

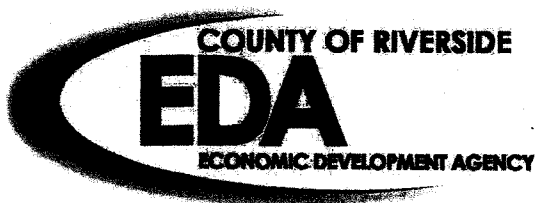
Total Square Footage to be Leased:

Current Office:

1,725 SQFT

	FY2019/20	FY2020/21	FY 2021/22	FY2022/23 to FY23/24
Approximate Cost per SQFT (July)	\$ 1.80	\$ 1.85	\$ 1.89	
Approximate Cost per SQFT (Aug - June)	\$ 1.85	\$ 1.89	\$ 1.94	
Lease Cost per Month (July)	\$ 3,105.00	\$ 3,182.63	\$ 3,262.20	\$ 6,771.12
Lease Cost per Month (Aug - June)	\$ 3,182.63	\$ 3,262.20	\$ 3,343.76	\$ 3,427.36
Total Lease Cost (July)	\$ 3,105.00	\$ 3,182.63	\$ 3,262.20	\$ 6,771.12
Total Lease Cost (Aug- June)	\$ 31,826.25	\$ 32,622.01	\$ 33,437.56	\$ 34,273.60
Total Estimated Lease Cost for FY 2019/20 to FY 2023/24	\$ 34,931.25	\$ 35,804.63	\$ 36,699.76	\$ 41,044.71
<u>Estimated Additional Costs:</u>				
Utility Cost per Square Foot	\$ 0.12	\$ 0.12	\$ 0.12	
Estimated Utility Costs per Month	\$ 207.00	\$ 207.00	\$ 207.00	\$ 207.00
Total Estimated Utility Cost	\$ 2,277.00	\$ 2,277.00	\$ 2,277.00	\$ 2,484.00
EDA Lease Management Fee - 4.92%	\$ 1,718.62	\$ 1,761.59	\$ 1,805.63	\$ 2,019.40
TOTAL ESTIMATED COST FOR FY 2019/20 to FY 2023/24	\$ 38,926.87	\$ 39,843.22	\$ 40,782.39	\$ 45,548.11

F11: Cost - Total Cost \$ 230,274.53
TOTAL COUNTY COST 100% \$ 230,274.53 \$



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

1/10/19
Date

KB
Initial

NOTICE OF EXEMPTION

August 22, 2018

Project Name: County of Riverside, Economic Development Agency (EDA) Lease Agreement for the Law Offices of the Public Defender, Banning

Project Number: FM042130002900

Project Location: 235 North Murray Street, Banning, California 92220; Assessor's Parcel Number (APN) 541-101-018; (See Attached Exhibit)

Description of Project: On November 20, 2007 the Board of Supervisors approved a lease agreement for the use of the approximately 1,725 square-foot building at 235 North Murray Street in Banning, California (APN 541-101-018) by the Law Office of the Public Defender. The Lease Agreement was amended once previously on January 8, 2013 and the office continues to meet the needs of the Public Defender and a lease agreement is being sought. The Lease Agreement, which is the letting of property involving existing facilities for a 69 month term, commencing upon County approval and terminating July 31, 2023, which contains no tenant improvements, alterations, or expansion, is identified as the proposed Project under the California Environmental Quality Act (CEQA). 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 Jose L. Perez and Rafaela C. Perez

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 have unusual circumstances that could possibility 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 Agreement.

JAN 08 2019 3.7

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

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Administration
Aviation
Business Intelligence
Cultural Services
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Housing
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Information Technology
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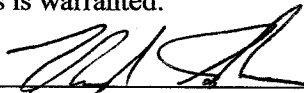
Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

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 a Lease Agreement of existing office space. The use of the office space would be consistent with the designated land use, and would not require any expansion of public services and 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 State 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 is limited to a contractual transaction and indirect effects would be limited to the existing use of an office building. The Lease Agreement will not result in any direct or indirect physical environmental impacts. 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: _____

8/22/18

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Lease Agreement for Law Offices of the Public Defender, Banning

Accounting String: 524830-47220-7200400000- FM0042130002900

DATE: August 22, 2018

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: Cindy Campos, Senior Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY:

DATE:

RECEIPT # (S)



Date: August 22, 2018

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 # FM042130002900**
Lease Agreement for Law Offices of the Public Defender, Banning

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 10th Street, Suite 400, Riverside, CA 92501

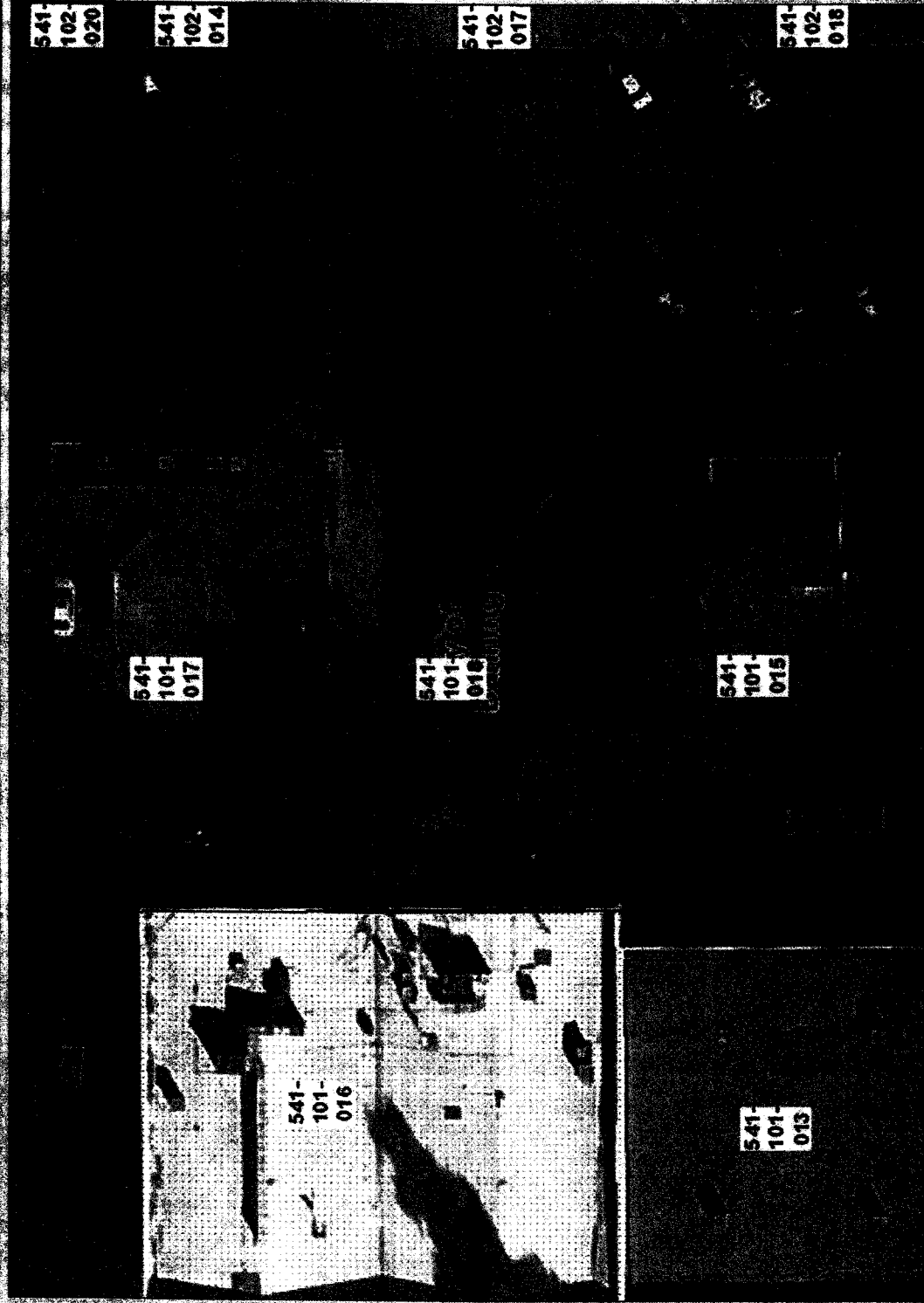
**If you have any questions, please contact Mike Sullivan at 955-8009 or email @
msullivan@rivco.org.**

Attachment

cc: file

LEASE, Law Offices of Public Defender's

235 North Murray Street, Banning



- Legend**
- Parcel APNs
 - Parcels
 - Blue-line Streams
 - City Areas

Notes
APN 541-101-018

"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.



94 Feet

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235 North Murray Street, Banning, CA 92220

1. Description. The premises leased hereby consist of approximately 1,725 square feet located within that certain building located at 235 North Murray Street, Banning, California, as more particularly shown on Exhibit "A", attached hereto, and by this reference made a part of this Lease.

(a) The premises are leased to County primarily for the purpose of providing office space, for use by Public Defender, but may be used for any official business of County.

(b) County shall have the exclusive possession of the leased premises and common usage of the walkways, rest rooms, driveways, vehicular parking spaces, and other similar facilities maintained by Lessor for other tenants and the public.

(a) The Term of this Lease shall be for a period of sixty seven (67) months commencing after County's approval of this Lease or the date thereafter upon which County can take useful occupancy.

1 (b) 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 (c) 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 Lessor may then
6 offer.

7 **4. Rent.** County shall pay to Lessor the monthly sums as rent for the
8 leased premises during the term of this Lease as indicated below:

<u>Amount</u>	<u>Year</u>
\$3,439.56	December 31, 2017 to August 28, 2018
\$3,105.00	August 29, 2018 to July 31, 2019
\$3,182.63	August 1, 2019 to July 31, 2020
\$3,262.20	August 1, 2020 to July 31, 2021
\$3,343.76	August 1, 2021 to July 31, 2022
\$3,427.36	August 1, 2022 to July 31, 2023

16
17 Said monthly sums shall be payable, in advance, on the first day of the month or as
18 soon thereafter as a warrant can be issued in the normal course of County's business,
19 or as soon thereafter as a warrant can be issued in the normal course of County's
20 business.

21 **5. Custodial.**

22 (a) **Custodial Services.** Lessor shall provide, or cause to be
23 provided, and pay for all custodial services in connection with the Leased Premises
24 and such services shall be provided as set forth in the attached Exhibit "B". The
25 provider of such custodial services will perform background checks through LiveScan
26 or in the manner specified by County, of qualified permanent and temporary employees
27 to determine their suitability for employment. The provider will be bonded in the sum of
28 \$10,000.00, and proof of such insurance, as supplied by the Lessor, shall be furnished

1 prior to occupancy of Premises by County. In addition to bonding as required herein,
2 Lessor shall also receive proof of statutory workers' compensation insurance,
3 commercial general liability and vehicle liability insurance from the provider of any
4 custodial functions performed at the Premises location.

5 (b) **County's Right to Provide Custodial Service and Deduct**
6 **Cost.** If County provides written notice to Lessor of an event or circumstance that
7 requires the action of Lessor with respect to the custodial services as set forth in
8 Paragraph 6 and Exhibit "B", and Lessor fails to provide such action as required by the
9 terms of this Lease within three (3) days of County's notice, County may take the
10 required action to provide custodial services by its staff or those of a custodial
11 contractor if: (1) County delivers to Lessor an additional written notice advising Lessor
12 that County intends to take the required action if Lessor does not begin the required
13 action within forty-eight (48) hours after the written notice; and (2) Lessor fails to begin
14 the required work within this forty-eight (48) hour period. Upon demand by County,
15 Lessor shall promptly reimburse County the actual cost and expenses thereof,
16 provided said costs and expenses are reasonable. Should Lessor fail to promptly pay
17 the cost and expenses, County may deduct and offset that amount from Rent payable
18 under this Lease. For purposes of this Section, notice given by fax or e-mail shall be
19 deemed sufficient.

20 **6. Utilities.** County shall pay for its share of electric metered electricity and
21 telephone services used in connection with the leased premises. Lessor shall provide,
22 or cause to be provided, and pay for all other utility services, including, but not limited
23 to, water, gas, refuse collection and sewer services, as may be required in the
24 maintenance, operation and use of the leased premises.

25 **7. Maintenance.**

26 (a) Lessor warrants that the leased premises shall be in good and
27 suitable condition for the uses contemplated herein at such time as County can take
28 useful occupancy. Lessor shall keep the leased premises in such good condition, and

1 in compliance with all federal, state and local laws, ordinances, rules, codes and
2 regulations including but not limited to fire, health and safety. Additionally, Lessor shall
3 maintain the exterior and interior of the leased premises, including, but not limited to,
4 insect/pest control services, air conditioning equipment, heating equipment, plumbing,
5 electrical wiring and fixtures, windows and structural parts, in good working condition
6 and repair and in compliance with all laws, ordinances, rules and regulations, including,
7 but not limited to, the Americans with Disabilities Act.

8 (b) In the event Lessor fails, or refuses, to make any repairs to the
9 leased premises as may be required or necessitated, County reserves the right to
10 undertake such repairs, subject to two (2) weeks' notice to Lessor in writing. The costs
11 and expenses of such repairs shall be deducted from any rents due hereunder.

12 (c) Notwithstanding the provisions contained in Paragraph 8(a) above,
13 in the event an emergency arises which requires or necessitates repairs to the leased
14 premises in order to insure the health and safety of persons or property or both, and
15 Lessor fails, or refuses, to make such repairs in an expeditious manner, County may
16 undertake such repairs and notify Lessor thereof in writing promptly thereafter. The
17 costs and expenses of such repairs shall be deducted from any rents due hereunder.

18 **8. Improvements by Lessor.**

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

23 (b) Lessor shall comply and stay current with all applicable building
24 standards, which may change from time to time, including but not limited to, the
25 Americans with Disabilities Act in preparing the premises for occupancy as specified in
26 Paragraph 8 (a) above.

1 **9. Improvements by County.**

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

6 (b) All alterations and improvements made, and fixtures installed, by
7 County shall remain County property and may be removed by County at or prior to the
8 expiration of this Lease; provided, however, that such removal does not cause injury or
9 damage to the leased premises, or in the event it does, the premises shall be restored.

10 **10. Hold Harmless/Indemnification.**

11 (a) Except as otherwise provided herein, County represents that it
12 has inspected the Property, accepts the condition and full assumes any and all risks
13 incidental to the use thereof, County shall not be liable to Lessor, its agents,
14 employees, subcontractors or independent contractors for any personal injury of
15 property damage suffered by them which may result from hidden, latent or other
16 dangerous condition in, on, upon or within the property unknown to County, its officers,
17 agents or employees.

18 (b) Lessor shall indemnify and hold harmless County, its Agencies,
19 Districts, Special Districts, and Departments, their respective directors, its officer,
20 officer, Board of Supervisors, agents, employees, elected or appointed officials, agents
21 or representatives and independent contractors (individually and collectively hereinafter
22 referred to as indemnitees) free and harmless from any liability whatsoever, based or
23 asserted upon any act or omission of Lessor, its officers, agents, employees,
24 subcontractors and independent contractors for property damage, Bodily injury, or
25 death (County's employees included) or any other element of damage of any kind or
26 nature, relating to or in any way connected with or arising from its use, occupancy or
27 operation of the Property, and Lessor, shall defend, at its expense, including attorney
28 fees, Indemnitees in any legal action based upon such alleged acts or omissions.

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

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

10 (e) The specified insurance limits required in the Agreement shall in
11 no way limit or circumscribe LESSOR obligations to indemnify and hold harmless the
12 Indemnitees herein from third party claims.

13 **11. Insurance.**

14 (a) **Lessor's Insurance.** Without limiting or diminishing the Lessor's
15 obligation to indemnify or hold County harmless, Lessor shall procure and maintain or
16 cause to be maintained, at its sole cost and expense, the following insurance
17 coverage's during the term of this Lease Agreement. As respect to the insurance
18 section only, County herein refers to County, its Agencies, Districts, Special Districts,
19 and Departments, their respective directors, officers, Board of Supervisors, employees,
20 elected or appointed officials, agents or representatives as Additional Insureds.

21 (b) **Workers' Compensation.** If Lessor has employees ad defined
22 by the State of California they shall procure and maintain Worker's Compensation
23 Insurance, in full compliance with the Worker's Compensation and Occupational
24 Disease Laws of all authorities having jurisdiction over the Property. Such policy shall
25 include Employer's Liability (Coverage B) and Occupational Disease coverage, with
26 limits not less than One Million Dollars (\$1,000,000) per person, per occurrence.
27 Policy shall provide a Waiver of Subrogation in favor of County.

1 (c) **Commercial General Liability.** Procure and maintain
2 comprehensive general liability insurance coverage that shall protect County from
3 claims for damages for personal injury, including, but not limited to, accidental and
4 wrongful death, as well as from claims for property damage, which may arise from
5 County's use of the Property or the performance of its obligations hereunder, whether
6 such use or performance by County, by any subcontractor, or by anyone employed
7 directly or indirectly by either of them. Policy shall also include fire and extended
8 coverage on the improvements, alteration and fixtures to be constructed and installed
9 upon the Property in an amount not less than the full replacement value of such
10 improvements, alterations and fixtures. Such insurance shall name County as an
11 additional insured with respect to this Lease Agreement and the obligation of County
12 hereunder. Such insurance shall provide for limits of not less than One Million Dollars
13 (\$1,000,000) per occurrence. If such insurance contains a general aggregate limit, it
14 shall apply separately to this agreement or be no less than two (2) times the
15 occurrence limit.

16 (d) **Vehicle Liability.** If Vehicles or mobile equipment are used in the
17 performance of the obligations under this Agreement, then Lessor shall maintain
18 liability insurance for allowed, non-owned or hired vehicles so used in an amount not
19 less than \$1,000,000 per occurrence combined single limit. If such insurance contains
20 a general aggregate limit, it shall apply separately to this agreement or be no less than
21 two (2) times the occurrence limit. Policy shall name the County as additional
22 insureds.

23 **General Insurance Provisions – All Lines.**

24 (1) Any insurance carrier providing insurance coverage
25 hereunder shall be admitted to the State of California and have an A.M. BEST rating of
26 not less than an A:VIII (A:8) unless such requirements are waived, in writing, by
27 County's Risk Manager. If County's Risk Manager waives a requirement for a
28

1 particular insurer such waiver is only valid for that specific insurer and only for one
2 policy term.

3 (2) The insurance requirements contained in this Agreement
4 may be met with a program(s) of self-insurance. Lessor must declare its insurance
5 self-insured retention for each coverage required herein. If any such self-insured
6 retention exceeds \$500,000 per occurrence each such retention shall have the prior
7 written consent of County's Risk Manager before the commencement of operations
8 under this Agreement. Upon notification of self-insured retention unacceptable to
9 County, and at the election of County's Risk Manager, CONTRACTOR'S carriers shall
10 either; 1) reduce or eliminate such self-insured retention as respect to this Agreement
11 with County, or 2) procure a bond which guarantees payment of losses and related
12 investigations, claims administration and defense costs and expense.

13 (3) Lessor shall cause Lessor's insurance carrier(s) to furnish
14 County with a properly executed Certificate(s) of Insurance and copies of
15 Endorsements effecting coverage as required herein. Further, said Certificate(s) and
16 policies of insurance shall continue the covenant of the insurance carrier(s) that a
17 minimum of thirty (30) days written notice shall be given to County prior to any material
18 modification, cancellation, expiration or reduction in coverage of such insurance. If
19 Lessor's insurance carrier(s) policies does not meet the minimum notice requirement
20 found herein, Lessor shall cause Lessor's insurance carrier(s) to furnish a 30-day
21 Notice of Cancellation Endorsement.

22 (4) In the event of a material modification, cancellation,
23 expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless
24 County receives, prior to such effective date, another properly executed Certificate of
25 Insurance and copies of endorsements evidencing coverage's set forth herein and the
26 insurance required herein is in full force and effect. County shall not commence
27 operations until the County has been furnished Certificate(s) of Insurance and copies
28 of endorsements. An individual authorized by the insurance carrier to do so on its

1 behalf shall sign the original endorsements of each policy and the Certificate of
2 Insurance.

3 (5) It is understood and agreed to by the parties hereto that the
4 Lessor's insurance shall be construed as primary insurance, and County's insurance
5 and/or deductibles and/or self-insured retention's or self-insured programs shall not be
6 construed as contributory.

7 (6) County reserves the right to require that Lessor adjust the
8 monetary limits of insurance coverage as required in this Paragraph 12 herein every
9 fifth (5th) year during the term of this Agreement or any extension thereof, subject to
10 ninety (90) days written notice to County of such adjustment, in the event that County
11 reasonably determines that the then existing monetary limits of insurance coverage are
12 no longer consistent with those monetary limits of insurance coverage generally
13 prevailing in the Riverside County area for facilities comparable to the Property;
14 provided, however, that any adjustment shall not increase the monetary limits of
15 insurance coverage for the preceding five (5) years in excess of fifty percent (50%)
16 thereof.

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

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

22 **12. Options to Terminate.**

23 (b) County shall have the option to terminate this Lease if the leased
24 premises are destroyed or damaged to the extent that they cannot be repaired within
25 sixty (60) days. If the damage can be repaired within sixty (60) days, it shall be the
26 duty of the Lessor to make such repairs promptly, and during said period, the rent shall
27 abate pro rata as to any portion of the leased premises not usable by County. County
28 reserves the right to determine what, if any portions of the leased premises are usable.

1 (c) The parties hereto recognize and understand that the rental
2 consideration hereunder originates from county, state and/or federal sources and
3 therefore, if such funding is reduced or otherwise becomes unavailable, based on the
4 County's annual fiscal budget, County shall have the right to terminate this Lease after
5 year four (4) by giving Lessor sixty (60) day notice thereof in writing.

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

8 **County's Notification Address:**

9 County of Riverside
10 Economic Development Agency – Real Estate Division
11 3403 Tenth Street, Suite 400
12 Riverside, CA 92501
13 Attention: Deputy Director of Real Estate

14 **Lessor's Notification Address:**

15 Jose and Rafaela Perez
16 6158 Balboa Court
17 Rancho Cucamonga, CA 91701
18 Attention: Mr. & Mrs. Perez

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

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

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

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

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

6 **18. County's Representative.** County hereby appoints the Assistant County
7 Executive Officer, Economic and Community Development (ECD), as its authorized
8 representative to administer this Lease.

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

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


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21 Remainder of Page intentionally left blank
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28

1 21. This Lease shall not be binding or consummated until its approval by
2 Riverside County Board of Supervisors.

3 JAN 08 2019
4 Dated: _____
5

6 **LESSEE:**

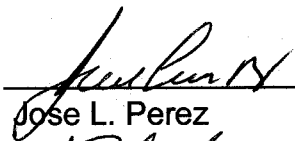
7 **COUNTY OF RIVERSIDE**, a political
8 Sub division of the State of California

9 By: 
10 ~~Chuck Washington~~, Chairman
11 Board of Supervisors

12 **KEVIN JEFFRIES**

LESSOR'S:


Jose L. Perez and Rafaela C. Perez

By: 
Jose L. Perez

By: 
Rafaela C. Perez

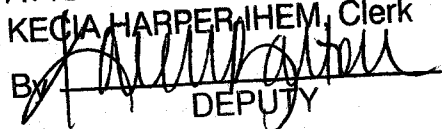
14 **APPROVED AS TO FORM:**

15 Gregory P. Priamos, County Counsel

16
17 By: 
18 for Wesley Stanfield,
Deputy County Counsel

21 **ATTEST:**

22 **KECIA HARPER-HEM**, Clerk

23 By: 
DEPUTY

24
25 CC:ra/110818/BA029/19.969
26
27
28

Exhibit "A"

235 North Murray Street, Banning



Legend

- Parcel APNs
- Parcels
- Blue-line Streams
- City Areas

"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.



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Notes

APN 541-101-018

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COUNTY OF RIVERSIDE
Economic Development Agency
Real Estate Division

CUSTODIAL SERVICES REQUIREMENTS FOR LEASE 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 5:00pm to 1:00am only.
4. Provide and replace all fluorescent light tubes and incandescent light bulbs using only those types of tubes and bulbs that are energy efficient as indicated by manufacturer. Fixture reflectors shall be wiped clean with each relamping.
5. Lessor and custodial staff shall be responsible for key control. Issuing keys to workers, collecting said keys at shift end and retrieving keys at the end of custodian's employment. If keys are lost, stolen or misplaced, rekeying costs are landlord's responsibility.
6. **SPECIFIC SERVICES** – Frequency and coverage:

A. Daily:

1. Rest Rooms:

Empty all trash containers, refill dispensers, damp mop floors, clean, sanitize and polish all plumbing fixtures, chrome fittings, flush rings, drain and overflow outlets, clean and polish mirrors, clean wall adjacent to hand basins/urinals, dust metal partitions, remove finger prints from walls, switches, etc.

2. Lobby Area – Main Corridors – Stairways:

Remove trash, vacuum, vacuum/damp mop tile, clean lobby and entrance doors, clean and sanitize drinking fountains.

3. Employee Break Rooms/Kitchen:

Remove trash from building and deposit in dumpster, vacuum rugs and carpet, wipe spills, mop tile floor, remove fingerprints from doors, light switches, etc., and refill dispensers.

4. General and Private Areas:

Remove trash, vacuum carpets, mop tile floors, spot clean interior partition glass, clean counter tops and backboards, dust desks, conference tables, credenza/file cabinets and bookcases.

5. Building Security:

- a. Turn off all lights (except security and night lights)
- b. Close windows
- c. Reset alarms and lock all doors

B. Weekly – All Areas:

Polish buff hard resilient floors in traffic areas, spot clean carpeted areas.

Dust all high and low horizontal surfaces, including sills, ledges, moldings, shelves, locker tops, frames and file cabinets, damp wipe plastic and leather furniture.

Remove fingerprints from doors, elevator walls and controls, frames and light switches in office areas, clean and polish bright metal to 70" height, clean and sanitize waste containers in rest rooms and break rooms.

C. Monthly – All Areas:

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

Spray buff resilient/hard floor areas, detail vacuum carpet edges, under desk/office furniture.

D. Quarterly – All Areas:

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

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

E. Semi-Annually – All Areas:

1. Clean and polish all baseboards
2. Damp clean lobby and reception chairs
3. 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.