

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



**ITEM: 3.17  
(ID # 12143)**

**MEETING DATE:**  
Tuesday, May 19, 2020


**FROM:** FACILITIES MANAGEMENT AND RUHS-Public Health:

**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE) AND RUHS-PUBLIC HEALTH: Ratification and Approval of Lease with Robert Ramos and Lucia Ramos, Women, Infant, and Children's Clinic (WIC), Blythe, 5 Year Lease, District 4, CEQA Exempt, [\$256,869 ] 58% WIC Funds, 42% Public Health Nursing Funds, (Clerk of the Board to File Notice of Exemption within five business days)

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

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 (c) – Existing Facilities Exemption and Section 15061 (b) (3) – Common Sense Exemption;
2. Ratify and approve the Lease with Robert Ramos and Lucia Ramos, and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Authorize and direct the Clerk of the Board to file Notice of Exemption within five business days of approval by the Board.

**ACTION:** Policy

  
Rose Salgado, Director of Facilities Management 4/30/2020


  
Kim Saruwatari, Director of Public Health 5/1/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: May 19, 2020  
xc: FM

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 49,334	\$50,431	\$256,869	\$
<b>NET COUNTY COST</b>	\$	\$	\$	\$
<b>SOURCE OF FUNDS: 58% WIC, 42% Public Health Nursing</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2019-20 to 2023- 24</b>	

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

The County of Riverside has been a tenant under a lease (Original Lease) at 1293 W. Hobson Way, Suite 1, Blythe, CA 92225 (Premises) since January 10, 1997. The Original Lease expired on June 30, 2019. Due to multiple transfers of ownership of the Premises and difficulties getting a hold of the owners, the County was unable to negotiate an extension to the Original Lease and has been a holdover tenant since July 1, 2019. Given the expiration of the Original Lease, a new Lease with the new owners is now being recommended for Board approval. This office space continues to meet the requirements of RUHS-Public Health (PH) for its Women, Infant and Children Clinic (WIC) programs.

In an effort to assist PH in achieving their goals of improving the overall aesthetics of the clinic and keeping the office space cost effective. The Facilities Management- Real Estate has negotiated a five-year Lease at the current monthly rent amount which will include tenant improvements performed by the Lessor at Lessor's sole cost and expense. The tenant improvements include touch up paint throughout the office space, repair and replacement of worn carpet tiles and chipped vinyl tiles, installation of new hands-free paper towel and soap dispensers, and anchoring and securing existing shelving within the storage room.

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 exemption and Section 1061 (b) (3) – Common Sense exemption. The proposed project, the approval of the Lease, is the letting of property involving existing facilities, and no expansion of an existing use will occur.

This Lease has been approved as to form by County Counsel.

This Lease is summarized below:

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

Lessor: Robert and Lucia Ramos  
21 Calle Ameno  
San Clemente, CA 92672

Location: 1293 W. Hobson Way, Suite 1  
Blythe, CA 92225

Size: 1,845 Square Feet

Term: Five years. July 1, 2019 to June 30, 2024

Rent:	Current	New
	\$ 2.01 PSF	\$ 2.01 PSF
	\$ 3,707.39 per month	\$ 3,707.39 per month
	\$44,488.68 per year	\$44,488.68 per year

Annual Escalator: 2%

Improvements: Improvements are at Lessors sole cost and expense.

Utilities: County pays for electricity, phones, natural gas, water and sewer services. Lessor is responsible for all other services.

Maintenance: Lessor is responsible for maintenance including pest control.

Custodial Lessor is responsible for custodial including paper products.

**Impact on Citizens and Businesses**

This RUHS-Public Health WIC Clinic will serve the needs of all the residents within the region. In addition, this RUHS-Public Health WIC site is conveniently located close to public transportation for ease of access.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

See Exhibits A, B & C

All associated costs for this Lease agreement will be budgeted in FY 19/20-23/24 through RUHS-Public Health. RUHS-Public Health will reimburse Facilities Management for all associated costs of the Lease on a monthly basis.

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


**Contract History and Price Reasonableness**

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

**Attachments:**

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

CC:ar/041020

  
Steven Atkeson 5/11/2020

  
Gregory H. Priamos, Director County Counsel 5/5/2020

# Exhibit A

FY 2019/20  
Lease, RUHS Public Health WIC  
1293 West Hobson Way

**ESTIMATED AMOUNTS**

**Total Square Footage to be Leased:**

Current Office:	1,845 SQFT	
Approximate Cost per SQFT (Jul-Jun)	\$ 2.01	
Lease Cost per Month (Jul-Jun)	\$ 3,707.39	
Total Lease Cost (Jul-Jun)		\$ 44,488.68
<b>Total Estimated Lease Cost for FY 2019/20</b>		<b>\$ 44,488.68</b>

**Estimated Additional Costs:**

Utility Cost per SQFT	\$ 0.12	
Estimated Utility Costs per Month	\$ 221.40	
Total Estimated Utility Cost (Jul-Jun)		\$ -
Total Estimated Utility Cost (Jul-Jun)		\$ 2,656.80
<b>Total Estimated Utility Cost for FY 2019/20</b>		<b>\$ 2,656.80</b>
FM Lease Management Fee as of 7/01/2019	4.92%	\$ 2,188.84
<b>TOTAL ESTIMATED COST FOR FY 2019/20</b>		<b>\$ 49,334.32</b>

# Exhibit B

FY 2020/21  
Lease, RUHS Public Health WIC  
1293 West Hobson Way

**ESTIMATED AMOUNTS**

**Total Square Footage to be Leased:**

Current Office:	1,845 SQFT	
Approximate Cost per SQFT (Jul-Jun)	\$ 2.05	
Lease Cost per Month (Jul-Jun)	\$ 3,781.54	
Total Lease Cost (Jul-Jun)		\$ 45,378.48
<b>Total Estimated Lease Cost for FY 2020/21</b>		<b>\$ 45,378.48</b>

**Estimated Additional Costs:**

Utility Cost per SQFT	\$ 0.12	
Estimated Utility Costs per Month	\$ 221.40	
Total Estimated Utility Cost (Jul-Jun)		\$ 2,656.80
FM Lease Management Fee as of 7/01/2020	5.28%	\$ 2,395.98
<b>TOTAL ESTIMATED COST FOR FY 2020/21</b>		<b>\$ 50,431.26</b>

# Exhibit C

**FY 2021/22 to 2023/24  
Lease, RUHS Public Health WIC  
1293 West Hobson Way**

**ESTIMATED AMOUNTS**

**Total Square Footage to be Leased:**

Current Office: 1,845 SQFT

	FY 2021/22	FY 2022/23	FY 2023/24
Approximate Cost per SQFT (Jul-Jun)	\$ 2.09	\$ 2.13	\$ 2.18
Lease Cost per Month (Jul-Jun)	\$ 3,857.17	\$ 3,934.31	\$ 4,013.00
Total Lease Cost (Dec - June)	\$ 46,286.04	\$ 47,211.72	\$ 48,156.00
<b>Total Estimated Lease Cost for FY 2021/22 to 2023/24</b>	<b>\$ 46,286.04</b>	<b>\$ 47,211.72</b>	<b>\$ 48,156.00</b>

**Estimated Additional Costs:**

Utility Cost per SQFT	\$ 0.12	\$ 0.12	\$ 0.12
Estimated Utility Costs per Month	\$ 221.40	\$ 221.40	\$ 221.40
Total Estimated Utility Cost	<b>\$ 2,656.80</b>	<b>\$ 2,656.80</b>	<b>\$ 2,656.80</b>
FM Lease Management Fee as of 7/01/2020 <span style="float: right;">5.28%</span>	\$ 2,443.90	\$ 2,492.78	\$ 2,542.64
<b>TOTAL ESTIMATED COST FOR FY 2021/22 to 2023/24</b>	<b>\$ 51,386.74</b>	<b>\$ 52,361.30</b>	<b>\$ 53,355.44</b>

**F11 Total Cost \$ 256,869.06**

RUHS - Public Health/WIC



**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are 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. The user 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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County of Riverside  
Facilities Management  
3403 10<sup>th</sup> Street, Riverside, CA

FOR COUNTY CLERK USE ONLY	
Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.	
<u>5.26.20</u> Date	<u>YPR</u> Initial

## NOTICE OF EXEMPTION

May 6, 2020

**Project Name:** RUHS-PH Lease Agreement, Blythe

**Project Number:** FM042134002300

**Project Location:** 1293 West Hobson Way, west of Birch Street, Blythe, California; APN 836-180-045

**Description of Project:** The County of Riverside (County) has been under lease at 1293 West Hobson Way, Blythe, since July 2014 (Lease). The building, consisting of 1,845 rentable square feet, and occupied by the Riverside University Health System Department of Public Health (RUHS-PH) Women, Infant and Children Clinic (WIC) programs. The space continues to meet the needs of the Department and a five-year lease with tenant improvements is being sought. The tenant improvements include painting, repair and replacement of carpet tiles and vinyl tiles, anchor and shelving within the storage room, and hands-free paper towel and soap dispensers. Ratification by the Board of Supervisors of the Lease will extend the Lease term through June 30, 2023. The Lease Agreement with Robert and Lucia Ramos, successor-in-interest to Imperial Hardware Co., Inc., is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no expansion of the existing facility will occur. The operation of the facility will continue to provide public services for the RUHS-PH WIC programs. No additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** Riverside County

**Name of Person or Agency Carrying Out Project:** Riverside County Facilities Management

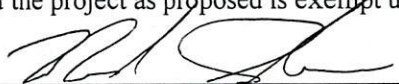
**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**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 would the project involve 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 Agreement.

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- 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 regarding an existing building with minor tenant improvements, which include new carpeting, flooring, shelving, and bathroom dispensers. The project will not require physical modifications to the existing building which would increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity; 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 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. 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.

Therefore, the County of Riverside Facilities Management 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: 5/16/20

Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management

**LEASE**  
1293 West Hobson Way  
Blythe, California 92225

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**EXHIBITS**

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

Site Plan.....	Exhibit A
Leasehold Improvement Agreement.....	Exhibit B
Tenant Improvements.....	Exhibit B-1
Asbestos.....	Exhibit C
Custodial Services Agreement.....	Exhibit D
General Construction Specifications for Leased Facilities.....	Exhibit E
Estoppel Certificate.....	Exhibit F
Subordination, Non-Disturbance & Attornment Agreement.....	Exhibit G

LEASE  
COUNTY OF RIVERSIDE

**1. Parties.**

**1.1** This Lease ("Lease") is made by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, hereinafter referred to as "County", and **ROBERT RAMOS and LUCIA RAMOS**, hereinafter referred to as "Lessor." County and Lessor are hereinafter collectively referred to as the "Parties" or individually as a "Party."

**2. Premises.**

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

**2.2 Defined.** The Premises shall consist of that certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, and commonly known as 1293 West Hobson Way, Suite 1, located in the City of Blythe, County of Riverside, State of California, generally described as a free standing building consisting of approximately 1,845 square feet as shown on the site plan attached as Exhibit "A." It is understood that the Premises includes all appurtenances and easements thereto and the non-exclusive right of ingress and egress at all times to and from the public streets and highways for County, its employees and invitees.

**2.3 Preparation of Premises/Acceptance.** Within thirty (30) days of the full execution of this Lease, Lessor shall complete the improvements set forth in the attached Exhibit "B-1" in accordance with the terms and conditions set forth in the Leasehold Improvement Agreement, Exhibit "B", attached hereto and incorporated herein by reference. If this Lease conflicts with the Leasehold Improvement Agreement, the Leasehold Improvement Agreement shall prevail.

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

**3. Use.**

**3.1** County shall use and occupy the Premises for the purpose of providing office space for use by the Department of Public Health of the County of Riverside, but the Premises may be used for any official business of County government or any other legal use which is reasonably comparable thereto. Nothing contained in this Lease shall be construed to require County to occupy the Premises continuously.

**4. Term.**

**4.1 Commencement.** This Lease shall be effective upon the date of its full execution by the Parties hereto ("Effective Date"). The Term of this Lease shall be for a period of five years ("Original Term"), commencing on July 1, 2019 ("Commencement Date"). The Original Term shall expire at midnight on the last day of the 60<sup>th</sup> month. After the expiration of said term or any extension thereof shall be deemed a month to month tenancy upon the same terms and conditions of this Lease.

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

**5.1 Rent.** County shall pay the sum of \$3,707.39 per month to Lessor as rent for the Premises, payable, in advance, on the first day of the month or

as soon thereafter as a warrant can be issued in the normal course of County's business; provided, however, in the event rent for any period during the term hereof which is for less than one (1) full calendar month said rent shall be pro-rated based upon the actual number of days of said month.

**5.2 Percentage Increase.** Notwithstanding the provisions of Section 5.1 herein, the monthly rent shall be increased on each anniversary date by an amount equal to two percent (2%) of such monthly rental.

**6. Options.**

**6.1 Option to Extend Term.** Lessor grants to County two (2) option(s) to extend the Lease term ("Extension Option(s)"). Each Extension Option shall be for a period of five (5) years ("Extended Term"), subject to the conditions described in this Section 6.1.

**6.1.1 Exercise of Option.** The Extension Option(s) shall be exercised by County delivering to Lessor written notice thereof no later than sixty (60) days prior to the expiration of the Original Term or any extension thereof.

**6.1.2 Option Rent.** The rent payable by County during any Extended Term shall be at the then current market rate.

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

**6.2 Right of First Refusal to Extend Lease Term.** At such time as the Original Term and/or Extended Terms have expired, in further consideration of the Rent, covenants, and conditions to be paid, performed, and observed by County, Lessor hereby grants to County a right of first refusal to extend the Lease of the Premises. In the event Lessor receives a bona fide offer from a third party to lease the Premises, which offer is acceptable to Lessor, Lessor shall promptly notify County in writing of the offer, including the amount of rent offered and other terms and conditions of the offer. County shall have thirty (30) business days within which to notify Lessor in writing whether County agrees to extend the Lease of the Premises on the same terms



and conditions as the third-party offer. In the event County elects to extend the Lease of the Premises, the Lease shall be subject to the same terms and conditions as the third-party offer, including, but not limited to, amount of rent, term, and commencement date. In the event County fails to give written notice of its election to extend the Lease of the Premises, Lessor shall be free to accept the bona fide offer and lease the Premises to the third party. If the third party fails to lease the Premises and the Premises remains available, County shall have the same right of first refusal granted herein with respect to a bona fide offer to lease the Premises by a subsequent third-party offeror.

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

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

## **7. Compliance.**

**7.1 Compliance.** Lessor warrants that the Premises and improvements on the Premises shall comply with all applicable State and Federal laws, covenants or restrictions of record, building codes, regulations and ordinances ("Applicable Requirements") in effect on the Commencement Date of this Lease, regardless of the use to which County will put the Premises. If the Premises do not comply with said warranty, Lessor shall, promptly after receipt of written notice from

County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Lessor's expense. If the Applicable Requirements are hereinafter changed so as to require during the term of this Lease, unless same is the result of the use to which County puts the Premises, the construction of an addition to or an alteration of the Premises, the remediation of any Hazardous Substance as hereinafter defined, or the reinforcement or other physical modification of the Premises Lessor shall, promptly after receipt of written notice from County or any governmental agency having jurisdiction over such matters setting forth the nature and extent of such non-compliance, rectify the same at Lessor's expense.

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

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

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

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

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

**7.5 Sick Building Syndrome.** Lessor warrants and represents the Premises shall be constructed, operated and maintained free of certain hazards, 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 necessary based on a report by a trained investigator, Lessor will promptly contract with a qualified and experienced company to safely remove the micro-environments using remediation guidelines recommended or required by the appropriate governmental agency. Any cost incurred to cause the Premises to be free of such hazard shall be borne by Lessor.

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

## **8. Custodial Services.**

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

**8.2 County's Right to Provide Custodial Service and Deduct Cost.** If County provides written notice to Lessor of an event or circumstance that requires the action of Lessor with respect to the custodial services as set forth in Section 8.1 and Exhibit "E," and Lessor fails to provide such action as required by the

terms of this Lease within three (3) days of County's notice, County may take the required action to provide custodial services by its staff or those of a custodial contractor if: (1) County delivers to Lessor an additional written notice advising Lessor that County intends to take the required action if Lessor does not begin the required action within forty-eight (48) hours after the written notice; and (2) Lessor fails to begin the required work within this forty-eight (48) hour period. Upon demand by County, Lessor shall promptly reimburse County the actual cost and expenses thereof, provided said costs and expenses are reasonable. Should Lessor fail to promptly pay the cost and expenses, County may deduct and offset that amount from Rent payable under this Lease. For purposes of this Section, notice given by fax or e-mail shall be deemed sufficient.

**9. Utilities.**

**9.1** Lessor warrants and represents to County that during the term of this Lease and any extension thereof that sufficient utility services to provide water, telecommunications, electric power, natural gas and sewers necessary to meet County's requirements exists or are available for use by County within the Premises.

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

**10. Repairs and Maintenance.**

**10.1 Lessor's Repair and Maintenance Obligations.** Lessor shall, at Lessor's sole expense and in accordance with the terms of this Lease, repair, replace and maintain in attractive condition, good order and function throughout the term in accordance with Exhibit "F," General Construction Specifications for Leased Facilities, (a) the structural portions of the Premises (understood to include the roof, foundation

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

**10.2 Lessor's Default.** Repairs shall be made promptly when appropriate to keep the applicable portion of the Premises and other items in the condition described in this Section. Lessor understands certain response time is required to ensure County operations continue with minimal interruption to ensure the safety of employees and delivery of services. The commencement of repairs within eight (8) hours from written notice include electrical power, HVAC operations and certain essential daily custodial services. Lessor shall not be in default of its repair and maintenance obligations under this Section 10, if Lessor commences the repairs and maintenance within eight (8) hours of the aforementioned areas and thirty (30) days for all others after written notice by County to Lessor of the need for such repairs and maintenance. If, due to the nature of the particular repair or maintenance obligation, more than thirty (30) days are reasonably required to complete it, Lessor shall not be in default under this Section 10 if Lessor begins work within this thirty (30) day period and diligently pursues this work to completion.

**10.3 County's Right to Make Repairs and Deduct Cost.** If County provides notice to Lessor of an event or circumstance that requires the action of Lessor with respect to the replacement, repair or maintenance to the Premises or Base

Building Systems serving the Premises as set forth in Section 10.1 and Lessor fails to provide such action as required by the terms of this Lease within the period specified in Section 10.2, County may (but shall not be obligated to do so) take the required action if: (1) County delivers to Lessor an additional written notice advising Lessor that County intends to take the required action if Lessor does not begin the required repair or maintenance within twenty four (24) hours, after the written notice; and (2) Lessor fails to begin the required work within this twenty four (24) hour period.

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

**10.3.2** If such action was required under the terms of this Lease to be taken by Lessor, County shall be entitled to prompt reimbursement by Lessor of County's reasonable costs and expenses in taking such action, plus interest at the then prevailing legal rate of interest from the date these costs are incurred until the date of Lessor's repayment. Lessor's obligation to reimburse County shall survive expiration or earlier termination of this Lease.

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

#### **10.4 Emergency Repairs.**

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

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

**10.4.3** If Lessor fails to commence repairs within twenty-four (24) hours of the aforementioned notice, or if the County is unable to contact Lessor or any designated agent within a reasonable time based upon the seriousness of the event or situation, County may, but shall not be so obligated to, cause said repairs or replacements to be made or such maintenance to be performed. Upon demand by County, Lessor shall promptly reimburse County the actual cost and expenses thereof, provided said costs and expenses are reasonable. Should Lessor fail to promptly pay the cost and expenses, County may deduct and offset that amount from Rent payable under this Lease.

**10.5 Periodic Services.** Lessor shall provide, or cause to be provided, and pay for all Periodic Services, including, interior painting of common areas every three years, if so requested by County; monthly pest control services, quarterly HVAC standard preventative maintenance and changing of air filters; annual fire extinguisher inspections; reset interior and exterior time clocks for time changes; annual roof inspections and maintenance to include roof repairs/replacement; cleaning of roof gutters, drains, and down spouts prior to rainy season.

**11. Alterations and Additions.**

**11.1 Improvements by Lessor.**

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



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

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

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

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

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

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

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

**11.1.8** If any agency, division or department of any governmental entity with appropriate jurisdiction condemns the Premises or any part of the Premises as unsafe or not in conformity with any of the laws or regulations controlling their construction, occupation or use, or orders or requires any alteration, repair or

reconstruction of the Premises the responsible party shall be the Lessor who at its sole cost and expense (and without any right of reimbursement from County) immediately effect all necessary alterations and repairs required for the Premises full and exact compliance.

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

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

**11.2 Improvements by County.**

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

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

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

**12. Exculpation, Indemnification, and Insurance.**

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

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

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

**12.1.3 Waiver of Civil Code Section 1542.** With respect to the exculpation provided in this Section 12, Lessor waives the benefits of Civil Code Section 1542, which provides:

A general release does not extend to claims which the

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

**12.2 Indemnification and Hold Harmless.**

**12.2.1** Except as otherwise provided herein, County represents that it has inspected the Premises, accepts the condition and fully assumes any and all risks incidental to the use thereof. County shall not be liable to Lessor, its agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the Premises unknown to the County, its officers, agents or employees.

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

**12.2.3** With respect to any action or claim subject to indemnification herein by Lessor, Lessor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that

any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Lessor's indemnification to Indemnitees as set forth herein.

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

**12.2.5** The specified insurance limits required in this Lease shall in no way limit or circumscribe Lessor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**12.2.6 Survival of Indemnification.** The paragraphs of this Section 12 shall survive the expiration or earlier termination of this Lease until all claims against Indemnitees involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.

### **12.3 Insurance**

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

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

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

**12.3.4 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Lease, then Lessor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

**12.3.5 General Insurance Provisions - All lines:**

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

**12.3.5.2** The insurance requirements contained in this Lease may be met with a program(s) of self-insurance. Lessor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Lease. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Lessor's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Lease with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

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

**12.3.5.4** In the event of a material modification, cancellation, expiration, or reduction in coverage, this Lease shall terminate forthwith, unless the County receives, prior to such effective date, another properly executed Certificate of Insurance and copies of endorsements evidencing coverages set forth herein and the insurance required herein is in full force and effect. County shall not commence operations until the County has been furnished Certificate(s) of Insurance and copies of endorsements. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

**12.3.5.7** Lessor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Lease.

**12.3.5.8** Lessor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Lease.

**12.3.6 County's Insurance.** County maintains funded programs of Self-Insurance. County shall provide to Lessor a Certificate of Self-Insurance evidencing the County's Self-Insurance for the following coverage, if so requested by Lessor as follows:

12.3.6.1	Workers' Compensation	\$1,000,000 per occurrence
12.3.6.2	Commercial General Liability	\$1,000,000 per occurrence
12.3.6.3	Automobile Liability	\$1,000,000 per occurrence



**13. Damage and Destruction.**

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

**13.2 Repair Period Notice.** Lessor shall, within thirty (30) days after the date of the Casualty, provide written notice to County indicating the anticipated period for repairing the Casualty ("Repair Period Notice"). The Repair Period Notice shall be accompanied by a certified statement executed by the Contractor retained by Lessor to complete the repairs or, if Lessor has not retained a Contractor, a licensed Contractor not affiliated with Lessor, certifying the Contractor's opinion about the anticipated period for repairing the Casualty. The Repair Period Notice shall also state, if applicable, Lessor's election either to repair or to terminate the Lease under Section 13.3.

**13.3 Lessor's Option to Terminate or Repair.** Lessor may elect either to terminate this Lease or to effectuate repairs if: (a) the Repair Period Notice estimates that the period for repairing the Casualty exceeds ninety (90) days from the

date of the Casualty; or (b) the estimated repair cost of the Premises, even though covered by insurance, exceeds fifty percent (50%) of the full replacement cost.

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

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

**13.6 Damage Near End of Term.** Despite any other provision of this Section 13, if the Premises are destroyed or damaged by a Casualty during the last eighteen (18) months of the Original Lease Term, Lessor and County shall each have the option to terminate this Lease by giving written notice to the other of the exercise of that option within thirty (30) days after that damage or destruction, provided, however, County may negate Lessor's election to terminate under this Section 13.6 by electing, within ten (10) days after receipt of Lessor's termination notice, to exercise any unexercised option to extend this Lease. If County negates Lessor's election, this Lease shall continue in effect unless Lessor has the right to, and elects to, terminate this Lease under Section 13.3.

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

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

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

#### **14. Eminent Domain.**

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

**14.2 Partial Condemnation.** If any portion of the Premises is condemned by eminent domain, inversely condemned, or sold in lieu of condemnation for any public or quasi-public use or purpose and the partial condemnation renders the Premises unusable for County's business, this Lease will terminate as of the date of title vesting or order of immediate possession in that proceeding and the Rent will be abated to the date of termination. If the partial condemnation does not render the

Premises unusable for the business of County and less than a substantial portion of the Premises is condemned, Lessor must promptly restore the Premises to the extent of any condemnation proceeds recovered by Lessor, excluding the portion lost in the condemnation, and this Lease will continue in full force, except that after the date of the title vesting, the Rent will be adjusted, as reasonably determined by Lessor and County.

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

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

**15. Estoppel Certificates.**

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

**16. Subordination, Non-Disturbance, and Attornment.**

**16.1 Subordination, Non-Disturbance, and Attornment**

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

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

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

**17. Breach by Lessor.**

**17.1 Lessor's Default.** Except as provided to the contrary in this Lease, Lessor's failure to perform any of its obligations under this Lease shall constitute a default by Lessor under the Lease if the failure continues for thirty (30)

days after written notice of the failure from County to Lessor. If the required performance cannot be completed within thirty (30) days, Lessor's failure to perform shall constitute a default under the Lease unless Lessor undertakes to cure the failure within thirty (30) days and diligently and continuously attempts to complete this cure as soon as reasonably possible.

**17.2 County's Right to Cure Lessor's Default and Deduct Cost.**

Except as provided to the contrary in this Lease, if County provides notice to Lessor of Lessor's failure to perform any of its obligations under this Lease and Lessor fails to provide such action as required by the terms of this Lease within the period specified, County may take the required action if: (a) County delivers to Lessor an additional written notice advising Lessor that County intends to take the required action if Lessor does not begin the required action within ten (10) days after the written notice; and (b) Lessor fails to begin the required action within this ten (10) day period.

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

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

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

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

evidence of the authority of the signatory to bind the entity or trust as contemplated herein.

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

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

**19. Miscellaneous.**

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

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

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

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

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

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

**19.7 County's Representative.** County hereby appoints the individual(s) charged with oversight and management of real property matters for the County of Riverside as its authorized representative(s) to administer this Lease.

**19.8 Agent for Service of Process.** It is expressly understood and agreed that in the event Lessor is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, Lessor shall file with County's Assistant County Executive Officer/EDA, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of



process in any court action arising out of or based upon this Lease, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Lessor. It is further expressly understood and agreed that if for any reason service of such process upon such agent is not feasible, then in such event, Lessor may be personally served with such process out of this county and that such service shall constitute valid service upon Lessor. It is further expressly understood and agreed that Lessor is amenable to the process so served, submits to the jurisdiction of the court so obtained and waives any and all objections and protests thereto.

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

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

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

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

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

**19.14 Title.** Lessor covenants that Lessor is well seized of and has good title to the Premises, and Lessor does warrant and will defend the title thereto, and will indemnify County against any damage and expense which County may suffer by reason of any lien, encumbrance, restriction or defect in title or description herein of the Premises. If, at any time, Lessor's title or right to receive Rent and any other sums due hereunder is disputed, County may withhold such sums thereafter accruing until County is furnished satisfactory evidence as to the Party entitled thereto.

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

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

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

extension thereof; or (c) remove any fixtures or equipment installed prior to or during the term of this Lease or any extension thereof.

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

**County's Notification Address:**

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

**Lessor's Notification Address:**

Robert and Lucia Ramos  
21 Calle Ameno  
San Clemente, CA 92672

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


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

(Remainder of Page left intentionally Blank)

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

**COUNTY:**  
COUNTY OF RIVERSIDE

**LESSOR:**  
ROBERT RAMOS and LUCIA RAMOS

By:   
V. Manuel Perez, Chairman  
Board of Supervisors


By:   
Robert Ramos

By:   
Lucia Ramos

**ATTEST:**  
Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

By:   
Thomas Oh  
County Counsel

CC:dr/033120/BL023/20.997

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

**COUNTY:**  
COUNTY OF RIVERSIDE

**LESSOR:**  
ROBERT RAMOS and LUCIA RAMOS

By: \_\_\_\_\_  
V. Manuel Perez, Chairman  
Board of Supervisors

By:  \_\_\_\_\_  
Robert Ramos

By:  \_\_\_\_\_  
Lucia Ramos

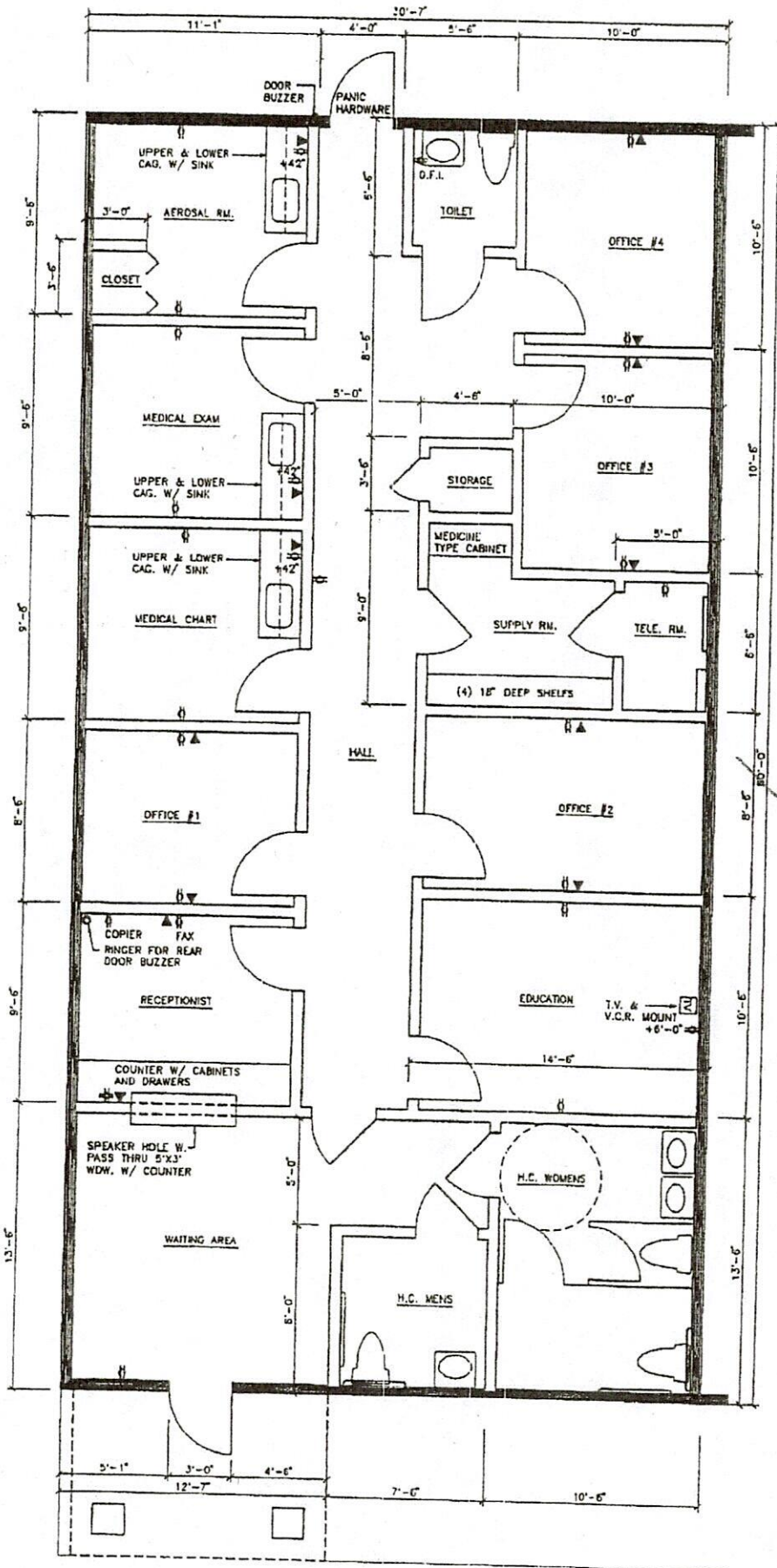
**ATTEST:**  
Kecia R. Harper  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

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

By: \_\_\_\_\_  
Thomas Oh  
County Counsel

CC:dr/033120/BL023/20.997



ADJACENT BUILDING  
 200

EXHIBIT "A"

**LEASEHOLD IMPROVEMENT AGREEMENT**  
(1293 West Hobson Way, Blythe, California 92225)

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

**SECTION 1 - LESSOR'S INITIAL CONSTRUCTION OF PREMISES**

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

**SECTION 2 - CONSTRUCTION DRAWINGS FOR THE IMPROVEMENTS ON THE PREMISES**

2.1 Lessor shall, at its sole cost and expense, construct the improvements on the Premises (the "Leasehold Improvements") pursuant to those certain blueprints, floor and space plans, specification and finalize construction prices, collectively, the County-approved "Working drawings" ("Approved Working Drawings") prepared by Lessor's architect, including those attached hereto as Exhibit "B-1". Lessor shall make no changes or modifications to the Approved Working Drawings without the prior written consent of County, which consent may be withheld if such change or modification would directly or indirectly delay the "Substantial Completion," as that term is defined in Section 6.1 of this Leasehold Improvement Agreement, of the Premises or increase the cost of designing or constructing the Leasehold Improvements. Any changes or modifications approved by the County shall be at Lessor's sole cost and expense.

**SECTION 3 - CONSTRUCTION DRAWINGS**

3.1 Lessor shall immediately submit the Approved Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to commence and fully complete the construction of the Leasehold Improvements (the "Permits"). Lessor hereby agrees that neither County nor County's agents or consultants shall be responsible for obtaining any building permit or certificate of occupancy for the improvements on the Premises and that the obtaining of the same



shall be Lessor's responsibility; provided, however, that County shall, in any event, cooperate with Lessor in executing permit applications and performing other ministerial acts reasonably necessary to enable Lessor to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Approved Working Drawings may be made without the prior written consent of County, provided that County may withhold its consent, in its sole discretion, to any change in the Approved Working Drawings if such change would directly or indirectly delay the "Substantial Completion" of the improvements on the Premises as that term is defined in Section 6.1 of this Leasehold Improvement Agreement.

3.2 Upon County's execution of this Lease, Lessor shall provide County with a construction schedule including time projections for planning, entitlement process, related preparation and construction of the Leasehold Improvements.

#### **SECTION 4 – LESSOR COVENANTS**

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

4.2 Lessor recognizes, understands and covenants that improvements contemplated herein may be subject to the provisions contained in the California Labor Code (commencing with Section 1720) relating to general prevailing wage rates and other pertinent provisions therein.

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

#### **SECTION 5 – CONSTRUCTION**

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

5.2 Lessor shall notify County, in writing, forthwith when such planning, entitlement process, related preparation and construction of the Leasehold Improvements have been completed. Within ten (10) days thereafter, County shall schedule and conduct a "job walk" with Lessor for the purpose of accepting the improvements on the Premises for occupancy. County shall accept the improvements on the Premises if the improvements are Substantially Complete and the Premises are available for useful occupancy, as hereinafter defined. County reserves the right to determine if the improvements on Premises are Substantially Complete and available for useful occupancy.

## **SECTION 6 – SUBSTANTIAL COMPLETION OF THE LEASEHOLD IMPROVEMENTS**

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

## **SECTION 7 - MISCELLANEOUS**

7.1 County’s Entry Prior to Substantial Completion. Provided that County and its agents do not interfere with Lessor’s work in the Premises, Lessor shall allow County access to the Premises prior to the Substantial Completion of the improvements on the Premises for the purpose of County installing over standard equipment or fixtures (including County’s data and telephone equipment) in the Premises. Prior to County’s entry into the Premises as permitted by the terms of this Section 7.1, County shall submit a schedule to Lessor, for approval, which schedule shall detail the timing and purpose of County’s entry. County shall hold Lessor harmless from and indemnify, protect and defend Lessor against any loss or damage to the Premises and against injury to any persons caused by County’s actions pursuant to this Section 7.1.

7.2 County’s Representative. County has designated its Director or Interim Director, Facilities Management, and his/her designees, as its sole representative with respect to the matters set forth in this Leasehold Improvement Agreement, who, until further notice to Lessor, shall have full authority and responsibility to act on behalf of the County as required in this Leasehold Improvement Agreement.

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

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

7.5 Time of the Essence in this Leasehold Improvement Agreement. Unless otherwise indicated, all references herein to a “number of days” shall mean and refer to calendar days. In all instances where County is required to approve, if no written notice

of approval is given within the stated time period, at the end of such period the item shall automatically be deemed not approved

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

## ASBESTOS

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

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

- I. In addition to any other remedies it may have, in the event the Lessor fails to diligently pursue abatement of asbestos hazard from ACCM's, as required under the provisions of this lease, the County may, by notice in writing, terminate this lease. Lessor shall be liable to the County for all expenses, losses, and damages reasonably incurred by the County as a result of such termination; including, but not limited to additional rental necessary to pay for an available similar replacement facility over the period of what would have been the remaining balance of the lease term plus any option periods, costs of any necessary alterations to the replacement facility, administrative costs, and costs of moving furniture, data processing, and telephone equipment.
  
- J. The Lessor shall indemnify, defend, and hold the County of Riverside, its officers, and employees harmless from and against any and all losses, damages, judgements, expenses (including court costs and reasonable attorney fees), or claims whatsoever, arising out of, or in any way connected with or related to, directly or indirectly, the presence of asbestos hazard from ACCM's within the County-leased space or the building in which the leased premises are located.

**COUNTY OF RIVERSIDE  
Economic Development Agency  
Real Estate Division**

**CUSTODIAL SERVICES REQUIREMENTS  
FOR LEASED FACILITIES**

1. Background checks shall be performed, in a manner specified by County, of all qualified permanent and temporary employees.
2. Provide all required services and supplies.
3. Perform services five days a week during the hours of 5:00 pm to 1:00 am only.
4. Provide and replace all fluorescent light tubes and incandescent light bulbs using only those types of tubes and bulbs that are energy efficient as indicated by manufacturer. Fixture reflectors shall be wiped clean with each relamping.
5. Lessor and custodial staff shall be responsible for key control. Issuing keys to workers, collecting said keys at shift end and retrieving keys at the end of custodian's employment. If keys are lost, stolen or misplaced, rekeying costs are landlord's responsibility.
6. **SPECIFIC SERVICES** – Frequency and coverage:
  - A. **Daily:**
    1. Rest Rooms:

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

Remove trash, vacuum, vacuum/damp mop tile, clean lobby and entrance doors, clean and sanitize drinking fountains.
    3. Employee Break Rooms/Kitchen:

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

Remove trash, vacuum carpets, mop tile floors, spot clean interior partition glass, clean counter tops and blackboards, dust desks,

conference tables, credenza/file cabinets and bookcases, and provide pest control services as required.

5. Building Security:

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

**B. Weekly – All Areas:**

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

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

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

**C. Monthly – All Areas:**

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

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

**D. Quarterly – All Areas:**

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

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

**E. Semi-Annually – All Areas:**

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

**F. Annually – All Areas:**

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



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

**GENERAL CONSTRUCTION SPECIFICATIONS  
FOR LEASED FACILITIES**

**A. INTENT**

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

**B. COMPLIANCE WITH LOCAL REGULATIONS**

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

**C. DRAWINGS**

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

**D. CONSTRUCTION**

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

**E. SPECIFICATIONS**

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

**(SITE REQUIREMENTS)**

**A. SITE**

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

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

**B. GRADING**

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

**C. DRAINAGE**

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

**D. RETAINING WALLS**

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

**E. LANDSCAPING**

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

**F. CLEANUP**

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

**(ARCHITECTURAL REQUIREMENTS)**

**A. FLOORS**

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

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

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

**B. WALLS**

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

**C. ROOF AND INSULATION**

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

**D. TIMBER AND WOOD**

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

**E. CEILING CONSTRUCTION**

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