

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



**ITEM: 3.12  
(ID # 13892)**

**MEETING DATE:**

Tuesday, January 12, 2021

**FROM:** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT- REAL ESTATE DIVISION (FM-RE): Approval of Ground Lease with Superintendent of Schools. Indio, 5-year Lease, CEQA Exempt, Revenue, District 4. [\$0] (Clerk to file the Notice of Exemption)

**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 and Section 15061 (b) (3) – Common Sense Exemption;
2. Find that the Ground Lease is exempt from the California Surplus Land Act pursuant to Government Code Section 54221(f)(1)(D) – Surplus land that a local agency is transferring to another local, state, or federal agency for the agency's use; and
3. Approve the Ground Lease by and between the County of Riverside and the Riverside County Superintendent of Schools and authorize the Chairman of the Board to execute the same on behalf of the County;
4. Authorize the Director of Facilities Management to execute any documents related to this action; and
5. Authorize and direct the Clerk of the Board to file Notice of Exemption within five business days.

**ACTION:**

  
Rose Salgado, Director of Facilities Management 12/10/2020

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Spiegel, Washington, Perez and Hewitt  
**Nays:** None  
**Absent:** None  
**Date:** January 12, 2021  
**xc:** FM-RE, Record

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>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Revenue Lease			<b>Budget Adjustment:</b> N	
			<b>For Fiscal Year:</b> 19/20 to 25/26	

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

**BACKGROUND:**

**Summary**

The Riverside County Superintendent of Schools, a public entity of the State of California has been a tenant under a Ground Lease with the County of Riverside at 47-225 Oasis Street, Indio since June 20, 2000 (Original Ground Lease). The Original Ground Lease expired on June 30, 2019 and a new Ground Lease (Ground Lease) is required bring all terms current. The Ground Lease will incorporate electrical usage and custodial services so County may collect reimbursement for these utility and custodial services. The Ground Lease will continue to meet the space requirements for Riverside County Superintendent of Schools.

Pursuant to the California Environmental Quality Act (CEQA), the New Ground Lease was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1 – Existing facilities and Section 1061 (b) (3) - common sense exemption. The project, the ground lease, is the letting of property involving existing facilities, no expansion of an existing use will occur.

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

This Ground Lease is summarized below:

**Lessor:** County of Riverside  
Facilities Management, Real Estate Division  
3133 Mission Inn Avenue, Riverside CA 92507

**Lessee:** Riverside County Superintendent of Schools  
Associate Superintendent  
Reginald Thompkins  
P.O. Box 868, Riverside CA 92502

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

Location: 47-225 Oasis Street, Indio, CA

Size: 1,920 Sq. Ft.

Term: Lease expires on December 31, 2025

Rent: \$1.00 per year for and in consideration of the ground lease space

Utilities: Riverside County Superintendent of Schools shall reimburse County upon receipt of statement from County for its share and cost of electric usage based on 3.99% of County's electric usage commencing upon full execution of the Ground Lease Agreement

Maintenance: Provided by Riverside County Superintendent of Schools

Custodial: County to provide custodial services. Riverside County of Superintendent of Schools shall reimburse County for past due services rendered in the amount of \$17,613.36 within 30 days upon a fully executed New Ground Lease.

**Impact on Residents and Businesses**

This Ground Lease will serve the needs of all the residents within the region. The Ground Lease site is conveniently located near the Indio Juvenile Detention Center and close to public transportation.

**Attachments:**

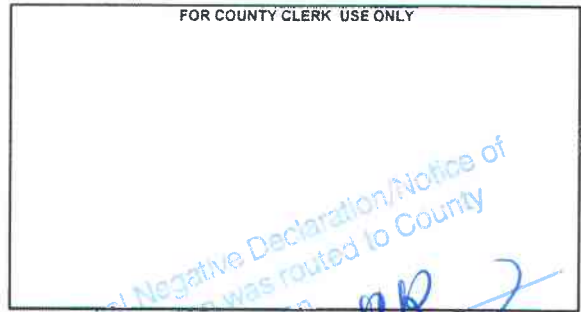
- Ground Lease
- Aerial Map
- Notice of Exemption

CC:ar/111020

  
Steven Atkeson 1/4/2021

  
Gregory H. Priamos, Director County Counsel 12/30/2020

County of Riverside  
Facilities Management  
3133 Mission Inn Avenue, Riverside, CA



**NOTICE OF EXEMPTION**

1/14/21  
Date

November 9, 2020

**Project Name:** Riverside County Superintendent of Schools Ground Lease, Indio

**Project Number** FM0473341005300

**Project Location:** 47-225 Oasis Street, Indio California, north of Avenue 48, Indio, California; APN 614-150-034

**Description of Project:** The Riverside County Superintendent of Schools, a public entity of the State of California has been a tenant under a Ground Lease with the County of Riverside (Original Ground Lease) at 47-225 Oasis Street, Indio since June 20, 2000 for 1,920 square feet of building space. The Ground Lease expired on June 30, 2019. Therefore, a new Ground Lease is required bring all terms up to date and to include electrical usage and custodial services so County may collect reimbursement for these utility and custodial services. The Ground Lease continues to meet the space requirements for Riverside County Superintendent of Schools. The Ground Lease with the Riverside County Superintendent of Schools is for a term of five years and 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 Riverside County Superintendent of Schools. 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 Ground Lease.

- **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. 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 Ground Lease 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: \_\_\_\_\_

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

Date: 11-10-20 \_\_\_\_\_



**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Riverside County Office of Education Ground Lease, Indio**

**Accounting String: 524830-47220-7200400000 - FM0473341005300**

DATE: November 9, 2020

AGENCY: Riverside County Facilities Management

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

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Facilities Management

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

PRESENTED BY: Cindy Campos, Senior Real Property Agent, Facilities Management

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside  
Facilities Management  
3133 Mission Inn Avenue, Riverside, CA 92507

Date: November 9, 2020  
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk  
From: Mike Sullivan, Senior Environmental Planner, Facilities Management  
Subject: **County of Riverside Facilities Management Project # FM0473341005300**  
Riverside County Office of Education Ground Lease, Indio

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

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

**Mail Stop #2600**

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

**Facilities Management,**

**3133 Mission Inn Avenue, Riverside, CA 92507**

**If you have any questions, please contact Mike Sullivan at 955-8009 or email at [msullivan@rivco.org](mailto:msullivan@rivco.org).**

Attachment

cc: file

## GROUND LEASE AGREEMENT

(COUNTY OF RIVERSIDE / RIVERSIDE COUNTY  
SUPERINTENDENT OF SCHOOLS  
47-225 Oasis Street, Indio, California)

This Ground Lease ("Ground Lease") is entered into as of the First day of January, 2021 by and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the state of California, herein called County, and the Riverside County Superintendent of Schools herein referred to as the "Superintendent", also known as the "Parties," for the property described below.

### RECITALS

a. On June 20, 2000 the County Board of Supervisors approved Minute Order 3.15 to lease ground space to Superintendent to allow Superintendent to install a relocatable classroom and make the necessary utility connection to existing utility lines to Superintendents relocatable classroom. All utility connections charges were paid for by Superintendent. The title to the relocatable classroom will at all times remain with Superintendent.

b. The original ground lease was a for a term of twenty years and has now expired requiring a new lease.

c. All utility connection charges were paid for by Superintendent and the title to the relocatable classroom will at all times remain with Superintendent.

In consideration of mutual covenants and other good and valuable consideration, the parties do hereby agree as follows:

**1. Description.** County leases ground space to Superintendent for the purpose of operating an approximate 40' x 48' relocatable classroom adjacent to the Indio Juvenile Hall, Detention and Treatment Facility, at 47-225 Oasis Street, Indio, California, herein referred to as "Leased Premises," as more particularly shown on Exhibit 'A', attached hereto and by this reference made a part of this lease.

**2. Term.** The term of this lease shall be for a period commencing upon execution of the lease by the Parties hereto and continuing until December 31, 2025 ("Ground Lease Term").

**3. Rent.** For and in consideration of the Leased Premises, Superintendent agrees to pay County the sum of one dollar (\$1.00) per year, for total of \$5, which total of \$5 shall be paid in full in advance upon execution of this lease by County.



**4. Utilities.** Concurrently upon execution of this Ground Lease, the Parties agree that the Superintendent shall commence paying for its share of electricity used within its Leased Premises throughout the term of this Ground Lease. The electrical charges shall be based on Superintendent's pro rata share of electrical usage for the Leased Premises. The Superintendent's pro rata share shall be 3.99% of the total electrical usage for the entire Juvenile Facility. Superintendent shall reimburse County each month upon billing, payable on the first day of the month following the month in which County incurred said expenses and for which said billing was provided by County to Superintendent.

**5. Custodial.** Concurrently upon execution of this Ground Lease and during the Ground Lease Term, County shall provide custodial services based on the custodial services scope of work as set forth in the attached Exhibit "B", incorporated herein by this reference ("Custodial Services"). The Parties agree that Superintendent shall reimburse County for the custodial costs each and every month thereafter upon billing, payable on the first day of the month following the month in which County provided Custodial Services and for which said billing was provided by County to Superintendent. In addition, Superintendent shall reimburse County retroactively for past Custodial Services rendered to the County in the amount of \$17,613.36. This reimbursement shall be paid to County within thirty (30) days of execution of this lease by the Parties.

**6. Exculpation, Indemnification, and Insurance.**

**6.1 Exculpation.** To the fullest extent permitted by law, Superintendent, on its behalf and on behalf of all Superintendent Parties, as hereinafter defined as Superintendent, the Riverside County Board of Education and their respective Officers, employees and Agents, waives all claims (in law, equity, or otherwise) against County Parties, as hereinafter defined as County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, its officers, Board of Supervisors, agents, employees, elected or appointed officials, agents or representatives and independent contractors (individually and collectively hereinafter referred to as Indemnitees), arising out of, knowingly and voluntarily assumes the risk of, and agrees that County Parties shall not be liable to Superintendent 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.

**6.1.2 Survival of Exculpation.** The paragraphs of this Section 6 shall survive the expiration or earlier termination of this Lease until all claims within the scope of this Section 6 are fully, finally, and absolutely barred by the applicable statutes of limitations.



**6.1.3 SUPERINTENDENT'S Acknowledgment of Fairness.** Superintendent acknowledges that this Section 6 was negotiated with County, that the consideration for it is fair and adequate, and that Superintendent had a fair opportunity to negotiate, accept, reject, modify, or alter it.

**6.1.4 Waiver of Civil Code Section 1542.** With respect to the exculpation provided in this Section 6, Superintendent 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.

## **7. Indemnification and Hold Harmless.**

**7.1** Except as otherwise provided herein, Superintendent 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 Superintendent, 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.

**7.1.2** Superintendent shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, its 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 Superintendent, 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 Leased Premises, and Superintendent, shall defend, at its expense, including attorney fees, Indemnitees in any legal action based upon such alleged acts or omissions.

**7.1.3** With respect to any action or claim subject to indemnification herein by Superintendent, Superintendent 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 Superintendent's indemnification to Indemnitees as set forth herein.

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

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



**7.1.6 Survival of Indemnification.** The paragraphs of this Section 7 shall survive the expiration or earlier termination of this Ground Lease until all claims against Indemnitees involving any of the indemnified matters are fully, finally, and absolutely barred by the applicable statutes of limitations.

**8. Insurance.**

**8.1** Without limiting or diminishing the Superintendent's obligation to indemnify or hold the County harmless, Superintendent shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Ground 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.

**8.1.2 Workers' Compensation:** If Superintendent 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.

**8.1.3. 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 Superintendent's use of the Premises or the performance of its obligations hereunder, whether such use or performance be by Superintendent, 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 Ground Lease and the obligations of Superintendent 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.

**8.1.4 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Lease, then Superintendent 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.



**9. General Insurance Provisions - All lines:**

**9.1.** 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.

**9.1.2** The insurance requirements contained in this Ground Lease may be met with a program(s) of self-insurance. Superintendent 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, Superintendent's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Ground Lease with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

**9.1.3** Superintendent shall cause Superintendent'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 Superintendent's insurance carrier(s) policies do not meet the minimum notice requirement found herein; Superintendent shall cause Superintendent's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

**9.1.4** 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. Superintendent 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.

**9.1.5** It is understood and agreed to by the parties hereto that the Superintendent'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.

**9.1.6** County reserves the right to require that Superintendent adjust the monetary limits of insurance coverage as required in this Section 9 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.

9.1.7 Superintendent shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Lease.

9.1.8 Superintendent 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.

10. **County's Insurance.** County maintains funded programs of Self-Insurance.

11. **Damage and Destruction.**

11.1 **Repair of Damage.** Superintendent agrees to notify County 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., Superintendent shall promptly and diligently restore Premises, the Superintendent's Improvements originally constructed by Superintendent, 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 Superintendent make any modifications to the Superintendent Improvements in connection with the rebuilding, County may condition its consent to those modifications on: (a) confirmation by Superintendent's contractor that the modifications shall not increase the time needed to complete the Superintendent's Improvements; or (b) an agreement by County that the additional construction period shall not extend the rent abatement period.

12. **Changes:** This agreement may only be amended in writing by the mutual consent of the parties hereto.

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

County:

County of Riverside  
Facilities Management  
Real Estate Department  
3133 Mission Inn Avenue  
Riverside, California 92507

Associate Superintendent:

Reginald Thompkins  
PO Box 868  
Riverside, California 92502



14. **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.

15. **County's Representative.** County hereby appoints the Director of Facilities Management as its authorized representative to administer this lease.

16. **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 Ground Lease may be changed or modified only upon the written consent of the parties hereto.

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

18. **Compliance with Government Regulations.** Superintendent shall, at Superintendent's sole cost and expense, comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the Leased Premises. Any final judgment, decree or order of any court of competent jurisdiction, or the admission of Superintendent in any action or proceedings against Superintendent that Superintendent has violated any such statutes, regulations, rules, ordinances or orders in the use of the Leased Premises, shall be conclusive of that fact as between County and Superintendent.

19. **Nondiscrimination.** Superintendent herein covenants by and for himself or herself, his or her heirs, executors, administrator, and assigns, and all persons claiming under or through them, that this Ground Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in section 12955 of the Government Code, and also defined in sections 12926 and 12926.1 in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises herein leased, nor shall the Superintendent himself or herself, or any persons claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendees in the Premises herein conveyed. The foregoing covenants shall run with the land.

20. **Assignment.** Superintendent cannot assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person or entity without the prior written consent of County being first obtained, which consent shall be in the absolute discretion of County. In the event of any such transfer, as provided in this Section, Superintendent expressly understands and agrees that it shall remain liable with respect to any and



all of the obligations and duties contained in this Ground Lease.

**21. Toxic Materials.** During the term of the Ground Lease and any extensions thereof, Superintendent shall not violate any federal, state or local law, ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the Leased Premises, including, but not limited to, soil and groundwater conditions. Further, Superintendent, its successors, assigns and sublessees, shall not use, generate, manufacture, produce, store or dispose of on, under or about the Leased Premises or transport to or from the Leased Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous substances," "hazardous materials" or "toxic substances") in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. section 6901, et seq; and those substances defined as "Hazardous Wastes" in section 25117 of the California Health and Safety Code or as "Hazardous Substances" in section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

**22. Free From Liens.** Superintendent shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to have been furnished or to be furnished to Superintendent, in, upon, or about the Leased Premises, and which may be secured by a mechanics', materialman's or other lien against the Leased Premises or County's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Superintendent desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, Superintendent shall forthwith pay and discharge said judgment.

**23. Employees and Agents of Superintendent.** It is understood and agreed that all persons hired or engaged by Superintendent shall be considered to be employees or agents only of Superintendent and not of County.

**24. Binding of Successors.** Superintendent, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this Ground Lease, and all the parties thereto shall be jointly and severally liable hereunder.

**25. Waiver of Performance.** No waiver by County at any time of any of the terms and conditions of this Ground Lease shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

**26. Governing Law; Venue.** This Ground Lease shall be governed by and construed in accordance with the laws of the State of California. The County and Superintendent agree that

this Ground Lease has been entered into at Riverside, California, and that any legal action related to the interpretation or performance of the Ground Lease shall be filed in the Superior Court for the State of California in Riverside, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

**27. Amendments.** This Ground Lease shall not be modified unless mutually agreed upon in writing by the County and the Superintendent and shall be incorporated in executed amendments to this Ground Lease.

**28. No Third Party Beneficiaries.** This Ground Lease is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action based upon the provisions of this Ground Lease.

**29. Permits, Licenses and Taxes.** Superintendent shall secure and maintain, at its expense, all necessary permits and licenses as it may be required to obtain and/or hold, and Superintendent shall pay for all fees and taxes levied or required by any authorized public entity.

**30. Authority to Execute.** The persons executing this Ground Lease on behalf of the parties to this Ground Lease hereby warrant and represent that they have the authority to execute this Ground Lease and warrant and represent that they have the authority to bind the respective parties to this Ground Lease and to the performance of its obligations hereunder.

(Signatures on following page)



31. This lease shall not be binding or consummated until its approval by the County Board of Supervisors.

IN WITNESS WHEREOF, COUNTY and Superintendent have executed this Ground Lease on the date below.

Dated: JAN 12 2021

**COUNTY:**

COUNTY OF RIVERSIDE, a political subdivision of the state of California

By: Karen S. Spiegel  
**KAREN SPIEGEL**, Chair  
Board of Supervisors

**SUPERINTENDENT:**

RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS

By: JoAnne Lauer  
JoAnne Lauer  
Assistant Superintendent

**ATTEST:**

Kecia R. Harper  
Clerk of the Board

By: Disella Ross  
Deputy

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

By: Westey Stanfield  
Westey Stanfield  
Deputy County Counsel

CC:ar/12282020/IN053/30.415

ARABIA STREET

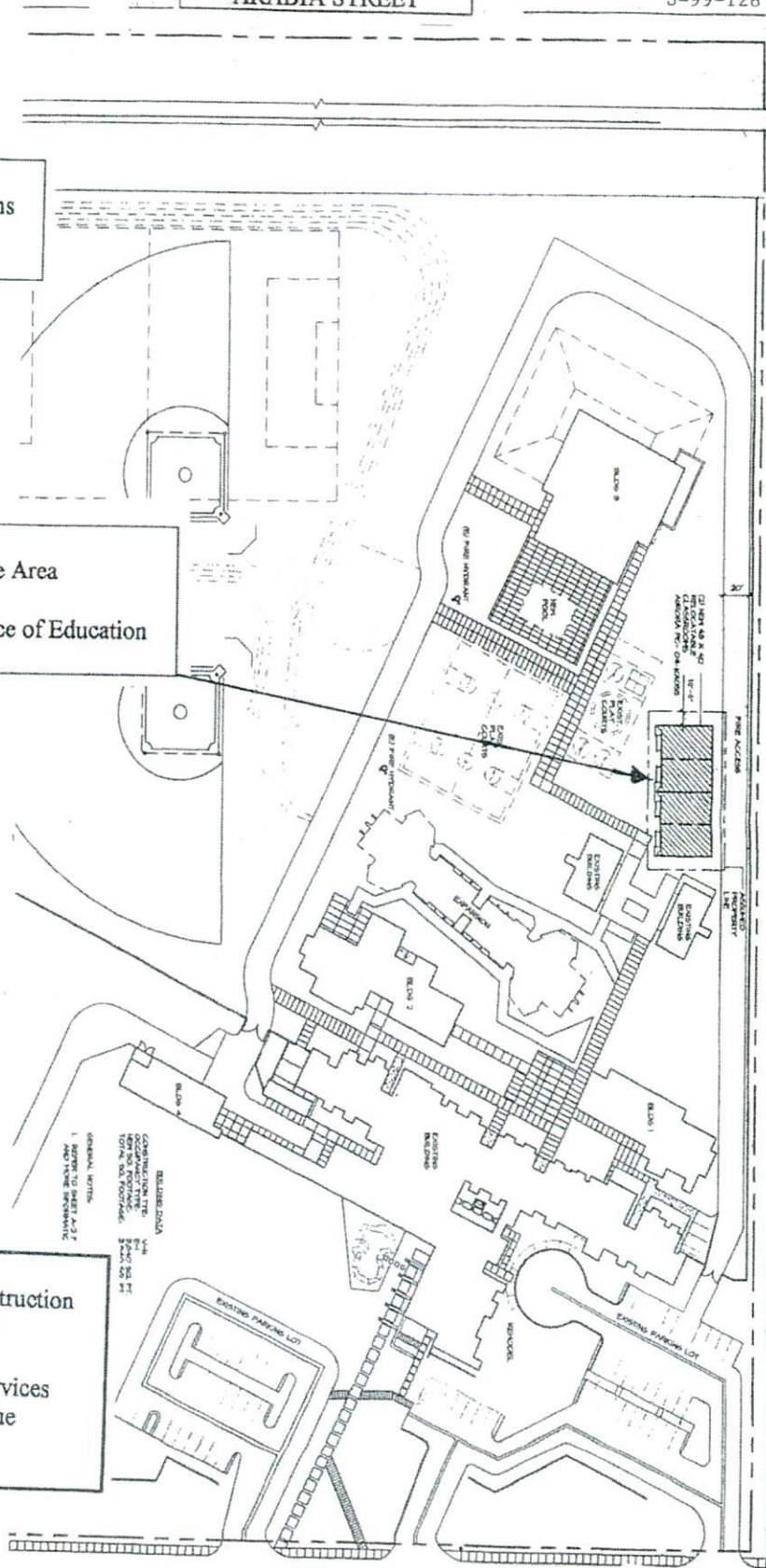
S-99-128

SITE PLAN  
SCALE 1" = 40'

Relocatable Classrooms  
Indio Juvenile Hall

Ground Lease Area  
To  
Riverside County Office of Education

Full set of site plans and construction  
plans are on file with:  
County of Riverside  
Department of Building Services  
3133 Mission Inn Avenue  
Riverside, CA 92507



BEARING DATA  
 CONSTRUCTION TIME: 1984  
 OCCUPANCY TIME: 1985  
 TOTAL SQ. FOOTAGE: 31,241 SQ. FT.  
 GENERAL NOTES:  
 1. REFER TO SHEET A-3.7  
 2. AND FOR INFORMATION

EXHIBIT "A"



# Exhibit "B"

## Scope of Work RCOE Classrooms IJH IN711

### CLEAN RESTROOMS:

- Re-stock and clean dispensers and receptacles
- Spot clean walls, ceilings, partitions, and remove graffiti.
- Remove trash and change liners.
- Clean sinks and counters (including underneath).
- Clean mirrors.
- Remove debris from floors.
- Clean, disinfect, and remove mineral deposits (as necessary) from urinals, sinks, and toilets.
- Clean and dust doors and partitions.
- Polish chrome.
- Sweep and then mop floors with disinfectant.
- Pour disinfectant solution into floor drains at least weekly.

### CLEAN CLASSROOM AREAS:

- Empty trash and change liners (inside and outside building).
- Clean glass surfaces and window ledges.
- Spot clean walls, clean and polish metal, and dust wall pictures.
- Clean entrance areas and keep walk-off mats vacuumed.
- Sweep and vacuum floors.
- Spot clean doors, kick plates, and switch plates.
- Do not unplug any equipment in classroom area.

### CUSTODIAL CLOSET:

- Keep closet clean, organized, and stocked.
- Store supplies correctly.
- Do not block electrical panels and do not store supplies on or around panels. At the end of shift, empty all mop buckets, rinse out all mops and rags, and clean all custodial equipment and store properly.

### ADDITIONAL GENERAL DUTIES

- Make sure that the major touch points in the building are cleaned daily.
- Make weekly contact with client for needs or special requests.
- Spot clean carpets weekly.
- Report any and all special cleaning needs to Lead or Supervisor in a timely manner such as hard floor and carpet restoration work.
- Report any maintenance issues promptly.
- Maintain and clean custodial equipment and supplies.
- Order and stock needed custodial supplies in a timely manner.
- Change vacuum filters and empty vacuum bags regularly or as needed.

### ANNUAL/UTILITY WORK:

- Vents
- Deep cleaning carpet extraction
- Deep cleaning floor finish (including: stripping, waxing, and highspeed buffing)
- Office dusting and high dusting
- Window washing (interior and exterior)
- Blinds
- Office window seals