

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



**ITEM: 3.15
(ID # 20050)**

MEETING DATE:
Tuesday, August 29, 2023

FROM : FACILITIES MANAGEMENT AND Housing and Workforce Solutions :

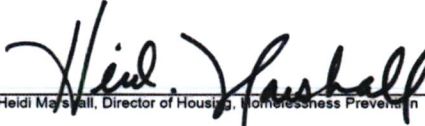
SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Ratification and Approval of the Revenue Lease between the County of Riverside and the State of California Employment Development Department acting through and by the Department of General Services, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3), District 4. [\$0] (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption, and 15061 (b)(3), "Common Sense" Exemption;

Continued on Page 2

ACTION:Policy


Heidi Marshall, Director of Housing, Homelessness Prevention

1/19/2023


Rose Salgado, Director of Facilities Management

1/26/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: August 29, 2023
xc: FM-RE, HWS, Recorder

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Ratify and approve the attached Lease between the County of Riverside and the State of California, Employment Development Department acting by and through the Department of General Services and authorize the Chairman of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management-Real Estate (FM-RE), or his/her designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval of the project.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 22/23 – 29/30	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Since 2011, the County of Riverside and State of California have partnered in shared use and operations at the county-owned facility located at 44-199 Monroe Street, Indio (Monroe Park) for use of approximately 7,995 square feet to provide services by the County's Housing and Workforce Solutions' Workforce Division and the State of California's Employment Development Department (EDD).

The facility continues to meet the requirements of the partnered entities providing workforce assistance and the County and State have negotiated terms to continue providing services at the facility. The existing lease expired September 30, 2021, and has been on a month-to-month tenancy during the negotiations of a new lease. This new Lease will extend the term from October 1, 2021, through September 30, 2029.

The Lease has been reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), "Common Sense" Exemption and Section 15301 Class 1 - Existing Facilities Exemption, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. As discussed in greater detail in the notice of exemption, the County's

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

approval of the activity does not create any reasonably foreseeable physical change to the environment for this transaction.

The Lease is summarized below:

Premises Location: 44-199 Monroe Street, Indio California

Term: October 1, 2021, through September 30, 2029

Size: 7,995 square feet

Rent:	<u>Date</u>	<u>Amount</u>
	10/1/2021-9/30/2022	\$15,830.10
	10/1/2022-9/30/2023	\$16,389.75
	10/1/2023-9/30/2024	\$16,949.40
	10/1/2024-9/30/2025	\$17,589.00
	10/1/2025-9/30/2026	\$18,148.65
	10/1/2026-9/30/2027	\$18,788.25
	10/1/2027-9/30/2028	\$19,427.85
	10/1/2028-9/30/2029	\$20,147.40

Services, Utilities and Supplies: Provided by County

Maintenance: Provided by County

Custodial: Provided by County

Improvements: None

RCIT Costs: N/A

Early Termination: State may terminate at any time effective on or after September 30, 2025, providing 60-day notice.

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

Impact on Citizens and Businesses

EDD provides valuable and innovative services that meet the needs of employers, workers, and job seekers in District 4. Those services include job training, disability assurances, and the provision of labor market information in a given area and unemployment benefits. Citizens and

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

businesses benefit from economic benefits and jobs borne through the services provided by EDD.

SUPPLEMENTAL:

Additional Fiscal Information

There are no net County costs for this transaction.

ATTACHMENTS:


- Standard Lease Form
- Exhibit A
- Exhibit B Outline Specifications
- Exhibit C Administrative Requirements
- Aerial
- Notice of Exemption

MH:sc/11092022/xxxxx/30.xxx


Veronica Santillan, Principal Management Analyst 8/21/2023


Aaron Gettis, Deputy County Counsel 8/8/2023

County of Riverside
Facilities Management
3450 14th Street, 2nd Floor, Riverside, CA

<small>FOR COUNTY CLERK USE ONLY</small>		
FILED / POSTED		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202300900 08/29/2023 11:57 AM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

November 29, 2022

Project Name: Riverside County Housing and Workforce Solutions' Workforce Division (HWS) Revenue Lease with State of California Employment Development Department (EDD), Indio

Project Number: FM047341009200

Project Location: 44-199 Monroe Street, south of Fred Waring Drive, Indio, California 92201; Assessor's Parcel Number (APN) 608-080-017

Description of Project: Since 2011, the County of Riverside and State of California have partnered in shared use and operations at the County-owned facility located at 44-199 Monroe Street, Indio (Monroe Park) for use of approximately 7,995 square feet to provide services by HWS and EDD.

The facility continues to meet the requirements of the partnered entities providing workforce assistance and the County and State have negotiated terms to continue providing services at the facility. The existing lease expired September 30, 2021, and has been on a month-to-month tenancy during the negotiations of a new lease. This new Revenue Lease will extend the term from October 1, 2021, through September 30, 2029. The Revenue Lease Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would not result in an increase in capacity or physical expansion beyond what was previously approved as part of the Lease Agreement. No significant physical changes would occur as a result of the Revenue Lease Agreement.

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 Revenue Lease Agreement.

08.29.2023 3.15

STATE OF CALIFORNIA

STANDARD LEASE FORM

<u>LEASE COVERING PREMISES LOCATED AT</u> 44-199 Monroe Street Indio CA 92201
<u>LESSOR'S FED. TAX. I.D. NO. OR SOCIAL SECURITY NO.</u> 95-6000930
<u>TENANT AGENCY</u> Employment Development Department

ORIGINAL

Lease File No.: 5091-001
Project No.: 141044

Preamble THIS LEASE, made and entered into this 1st day of June, 2023 by and between

**COUNTY OF RIVERSIDE
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**

hereinafter called the Lessor, without distinction as to number or gender, and the State of California, acting by and through the Director of the Department of General Services, hereinafter called the State.

WITNESSETH

Description

1. The Lessor hereby leases unto the State and the State hereby hires from the Lessor those certain premises with appurtenances situated in the City of Indio, County of Riverside, State of California, and more particularly described as follows:

Approximately 7,995 square feet of office space on the first floor including of 7,408 net usable square feet of shared space as outlined in green and 587 net usable square feet of exclusive space as outlined in red on the attached Exhibit "A" plan, together with Outline Specifications marked Exhibit "B" and Administrative Requirements marked Exhibit "C", said Exhibits "A" and "B" and "C", Project No. 141044 dated February 24, 2022, hereby being incorporated into this lease, and including equal use of six hundred seventy-two (672) nonexclusive unobstructed parking spaces contiguous to the subject building, and unlimited use of the building's common facilities.

Term

2. The term of this lease shall commence on October 1, 2021, and shall end on September 30, 2029, with such rights of termination as may be hereinafter expressly set forth.

Early Termination

3. The State may terminate this lease at any time effective on or after September 30, 2025, by giving written notice to the Lessor at least thirty (30) days prior to the date when such termination shall become effective. If the State fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

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AUG 29 2023 3.15



Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e., FedEx or similar) with receiver's signature required; and addressed as follows:

To the Lessor: HWS/Workforce Development Division

1325 Spruce Street, Suite 400
Riverside, CA 92507

Phone No.: (951) 955-3100

FAX No.: (951) 955-3310

Email: charmon@rivco.com

To the State:

**DEPARTMENT OF GENERAL SERVICES,
REAL ESTATE SERVICES DIVISION
LEASE MANAGEMENT C 5091-001
707 THIRD STREET, SUITE 5-305
WEST SACRAMENTO, CA 95605**

Phone No. (916) 375-4172

FAX No. (916) 375-4029

Email: leasemanagement@dgs.ca.gov

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: County of Riverside

and mailed to: HWS/Workforce Development Division

1325 Spruce Street, Suite 400
Riverside, CA 92507

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Completion and Compliance with Plans and Specifications

6. Lessor agrees that, prior to October 1, 2021, and at Lessor's sole cost and expense, all required construction, improvements and/or alterations, if any, shall be completed and the leased premises shall be made ready for State's occupancy in full compliance with Exhibit "A", consisting of one (1) sheet(s) titled, "Office Quarters, Project No. 141044" dated February 24, 2022, and in accordance with Exhibit "B", consisting of twenty-six (26) pages, titled, "Outline Specifications, Project No. 141044" dated February 24, 2022, and Exhibit "C" consisting of ten (10) pages titled, "Administrative Requirements, Project No. 141044" dated February 24, 2022, which Exhibits "A" and "B" and "C" are by this reference incorporated herein.

Notice of Completion and Access to Premises during Construction

7. Lessor shall notify the State in writing by certified mail of the date the leased premises will be completed and ready for occupancy at least thirty (30) days prior thereto. Such notice shall be a condition precedent to the accrual of rental hereunder, except however, that if the State occupies the premises prior to the receipt of such notice or prior to the expiration of the notice period of such notice, rental shall commence to accrue as of the date of occupancy.

Following execution of this lease, and not more than sixty (60) days prior to completion of construction and occupancy under this lease, State or its contractors or other representatives shall have the right to enter the premises for the purpose of installing certain equipment such as, but not limited to, modular system furniture, and electrical and telecommunications cabling and equipment.

list of work remaining to be completed (referenced as the State's "Punch List"). Lessor agrees that Lessor shall complete the remaining work no later than 14 calendar days from the date of receipt of said Punch List. If said Punch List is not completed within the specified 14-day period, Lessor agrees that, beginning on the first day after said 14-day period following occupancy of premises by the State, rent may at the State's sole option be reduced to \$11,081.07 which is seventy percent (70%) of the base rent specified in paragraph 4 herein (excluding any amortization payments) until such time that the Punch List work is completed in full and that such completion of work is inspected and accepted by the State. The portion of the rent specified for amortization of tenant improvements, if any shall continue to be paid in full without interruption.

It is understood and agreed that the rent reduction specified above does not relieve Lessor of its obligation to complete said work and the State shall maintain all other remedies specified in the Lease.

It is understood by all parties hereto that it shall be the Lessor's responsibility to remove any prior tenant.

Conformity to Exhibits

10. Occupancy of the leased premises by the State shall not relieve Lessor in any respect from full compliance at all times with aforesaid Exhibits "A" and "B" and "C". It is further understood and agreed that any installation not in conformity with said Exhibits "A" and "B" and "C" shall be immediately corrected by the Lessor at Lessor's sole cost and expense. In the event Lessor shall, after receiving notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, fail, refuse or neglect to remedy such condition, State may terminate this lease without further obligation, or as to such specified condition, at its option and in addition to any other remedy the State may have, withhold rent due and bring the leased premises into conformity with said Exhibits at its own cost including State's Administrative costs, if any, and deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

Asbestos

11. Lessor hereby warrants and guarantees that the space leased to the State will be operated and maintained free of hazard from Asbestos Containing Materials (ACM) and agrees to the conditions for survey, testing, and abatement of ACM described in Exhibit "B" as applicable. Lessor specifically agrees that, in the event the State elects to exercise its rights under the provisions of Paragraph 16 of this lease, any costs related to abatement or hazard from asbestos shall be the Lessor's responsibility as described in the aforementioned Exhibit "B."

Parking

~~12. Lessor, at Lessor's sole cost and expense, shall clearly mark the parking spaces described hereinabove as assigned to the State of California. Said Parking spaces will be arranged and maintained so as to provide unobstructed access to each parking space at any time. In addition to any assigned parking spaces, State and its invitees shall have equal access to common spaces provided to all tenants on a first-come, first-served basis.~~

Services, Utilities, and Supplies

13. Lessor, at Lessor's sole cost and expense, during the term of this lease shall furnish the following services, utilities, and supplies to the area leased by the State, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., which State shares with other tenants, if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.
- B. Elevator (if any) service.
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for State's operations.
- D. Janitorial services sufficient to maintain the interior in a clean well-maintained condition; that is, to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible, by performing at least the following:

- (3) Furnishing preventative maintenance, including, but not limited to, manufacturer's recommended servicing of equipment such as elevator (if any), heating, ventilating and air conditioning equipment, and fixtures.
 - (4) Furnishing ongoing maintenance and prompt repair of any and all existing special equipment and systems and all special equipment and systems referenced in Exhibits A and B including but not limited to, security and access control systems, fire suppression systems, special HVAC systems for computer rooms, and UPS systems.
 - (5) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast, starters, and filters for the heating, ventilating and air conditioning equipment as required.
 - (6) Furnishing remedial painting as necessary to maintain the premises in a neat, clean and orderly condition.
 - (7) Annual testing and maintenance of all fire extinguishers in or adjacent to the leased premises.
 - (8) Repairing and replacing as necessary intra-building network cable and inside wire cable used for voice and data transmission.
 - (9) Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.
 - (10) On a weekly basis, sweeping parking areas and sidewalks, maintaining landscaped areas, including sprinklers, drainage, etc., in a growing, litter-free, weed free, and neatly mowed and/or trimmed condition.
 - (11) Repairing and replacing floor covering as necessary. Lessor, at Lessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repairing or replacement of floor covering.
 - (12) Keeping all walkways, parking lots, entrances, and auxiliary areas free of snow, water, oil spills, debris, or other materials which may be hazardous to users of the building.
- B. Lessor shall provide prompt repair or correction for any damage except damage arising from a willful or negligent act of the State's agents, employees or invitees.
- C. Except in emergency situations, the Lessor shall give not less than 48 hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.
- D. In case Lessor, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply with such notice, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may terminate this lease without further obligation or at its option, perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may withhold rent due and deduct the amount thereof, including necessary costs incurred by the State required for the administration of such maintenance and repairs, from the rent that may then be or thereafter become due hereunder.

Painting

15. In addition to any painting completed prior to the commencement of this lease, and touch-up painting required after initial occupancy upon receipt of written request from the State, Lessor agrees at Lessor's sole cost and expense to repaint all painted surfaces (interior and exterior) of the leased premises in accordance with the attached Exhibits "A" and "B". In no event shall Lessor be required to repaint more than once during the first sixty (60) month period of this lease after the painting completed prior to the commencement date, and once during any succeeding sixty (60) month period. Lessor shall, within forty-five (45) days from the giving of any such notice, arrange for and complete the painting. All painting of interior premises shall be performed after business hours or as otherwise agreed upon by the State. Colors are to be approved by the State. Lessor, at Lessor's sole cost, shall arrange for moving of furniture and

to terminate this lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.

In the event the State remains in possession of said premises though partially damaged, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

It is understood and agreed that the State or its agent has the right to enter its destroyed or partially destroyed leased facilities no matter what the condition. At the State's request, the Lessor shall immediately identify an appropriate route through the building to access the State leased space. If the Lessor cannot identify an appropriate access route, it is agreed that the State may use any and all means of access at its discretion in order to enter its leased space.

**Subrogation
Waived**

21. To the extent authorized by any fire and extended coverage insurance policy issued to Lessor on the herein leased premises, Lessor hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damage covered by said insurance.

**Prevailing
Wage
Provision**

22. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

- A. Lessor/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.
- B. The Lessor/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Lessor will post at the job site. All prevailing wage rates shall be obtained by the Lessor/contractor from:
Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

- C. Lessor/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. Lessor/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- E. Prior to commencement of work, Lessor/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.

**Fair
Employment
Practices**

23. During the performance of this lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of

No Oral Agreements

30. It is mutually understood and agreed that no alterations or variations of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Service Contracts Wages and Benefits

31. All janitorial and housekeeping services, custodians, food services workers, laundry workers, window cleaners and security guards provided by Lessor pursuant to the provisions of this lease, shall be in full compliance with the requirements of Government Code (GC) 19134 if applicable, including but not limited to the following:

- A. Lessor agrees that service contract agreements for such services will provide employee wages and benefits that are valued at eighty-five (85%) of the State Employer cost of providing comparable wages and benefits to state employees performing similar duties. For these purposes, benefits include health, dental, vision, retirement, holiday pay, sick pay and vacation pay.
- B. Lessor shall ensure that each contractor and subcontractor providing such services is provided a copy of the applicable regulations for GC 19134.
- C. Lessor agrees to certify on a quarterly basis that all contracts executed by Lessor are in compliance with GC 19134.
- D. Lessor agrees to include in the service contract agreements the applicable reporting, audit and termination for breach provisions as described in the applicable regulations for GC 19134.

Accessibility Compliance

32. Lessor shall be solely responsible for compliance with all applicable accessibility standards, Federal and State statutes and regulations, including the Americans with Disabilities Act, and shall ensure that the premises are fully accessible by all persons. Lessor guarantees that the premises comply with all applicable accessibility standards upon State's occupancy of the leased premises. When an accessibility issue or concern arises, Lessor shall be responsible for upgrading or retrofitting the premises to address the accessibility issue or concern and ensure that current accessibility standards are met. Upon notice from State, Lessor shall have 30 days to begin work to address any identified accessibility issues or concerns. Lessor shall begin work and diligently pursue such work to completion within a time frame mutually agreed upon in writing by the parties. In the event Lessor fails to either begin work within the 30-day notice period or pursue such work diligently to completion within the mutually agreed time frame, State shall have the right, but not the obligation, to address the accessibility issue or concern within the Leased Premises at its cost and expense, and deduct such cost and expense from the monthly rent. Lessor shall indemnify, defend and hold State harmless from any claims or damages arising from or related to failure to comply with accessibility standards or claims or damages arising from or related to lack of access to the premises or portions thereof.

Construction-Related Accessibility Standard Compliancy Act

33. Pursuant to California Civil Code §1938, the Lessor states that the leased premises:
- have not undergone an inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the premises, the Lessor may not prohibit the tenant from obtaining a CASp inspection of the premises for occupancy by the tenant, if requested by the tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.
 - have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of the current disability access inspection certificate and any

IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the dates written below

STATE OF CALIFORNIA

LESSOR

Approval Recommended

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
ASSET MANAGEMENT BRANCH

COUNTY OF RIVERSIDE,
A POLITICAL SUBDIVISION OF THE
STATE OF CALIFORNIA
COUNTY:

By _____
Koren Howell, Real Estate Officer
Real Estate Leasing and Planning Section

By: 
Kevin Jeffries, Chair
Board of Supervisors

Date _____

Date 8/29/23

Approved:

ATTEST:
Kimberly Rector
Clerk of the Board

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By: 
Deputy

By _____
Brian Hensley, Leasing Manager
Real Estate Leasing and Planning Section

Date 8/29/23

Date _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
~~Caroline K. Monroy~~ Braden Holly
Deputy County Counsel

Date 8/1/23

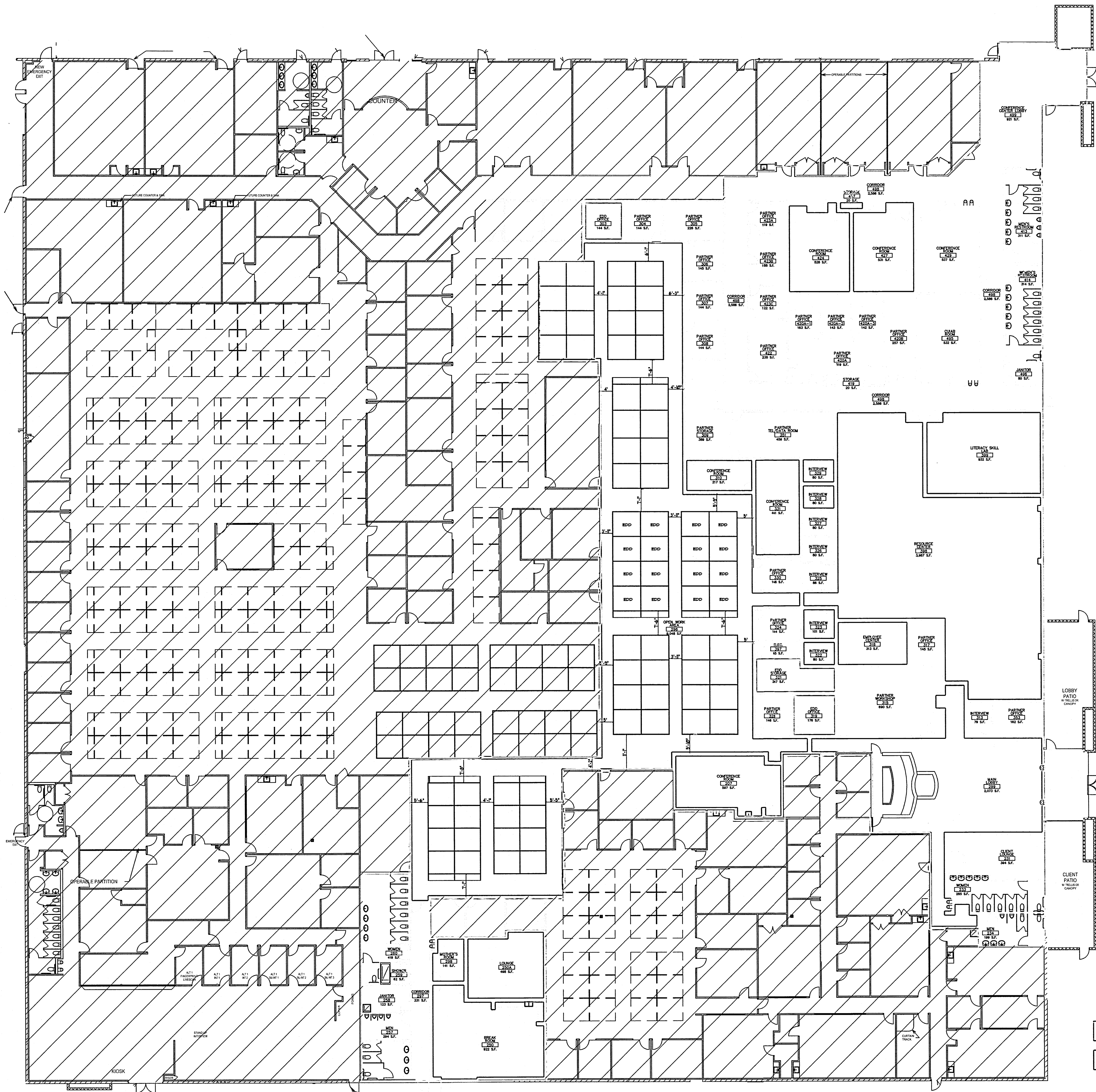
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E.D.D. LEASED AREA CALCULATIONS

GROSS BUILDING FLOOR AREA: 34,914 SF DATE: 10/20/2021
 GROSS AREA MULTIPLIER: 1.04

ROOM #	ROOM NAME	AREA (S.F. - NET)	AREA (S.F. - GROSS)	COMMON	TARE	% E.D.D. OCCUPIED (Common Area excluded)	E.D.D. AREA (S.F.) (Common Area excluded)	E.D.D. AREA (S.F.)
SHARED SPACE								
297	CONFERENCE ROOM	597 S.F.	618 S.F.			5%	31 S.F.	31 S.F.
262	BREAK ROOM	922 S.F.	954 S.F.			2%	19 S.F.	19 S.F.
264	LOUNGE	496 S.F.	516 S.F.			2%	10 S.F.	10 S.F.
298	OPEN WORK AREA	8048 S.F.	8307 S.F.			24%	2081 S.F.	2081 S.F.
286	MOTHERS ROOM	141 S.F.	148 S.F.			50%	71 S.F.	71 S.F.
288	MAN LOBBY	2075 S.F.	2148 S.F.			10%	215 S.F.	215 S.F.
310	CONFERENCE ROOM	211 S.F.	225 S.F.			20%	45 S.F.	45 S.F.
318	EMPLOYEE CENTER	313 S.F.	328 S.F.			50%	162 S.F.	162 S.F.
322	INTERVIEW	80 S.F.	83 S.F.			50%	41 S.F.	41 S.F.
323	INTERVIEW	101 S.F.	105 S.F.			50%	52 S.F.	52 S.F.
324	INTERVIEW	60 S.F.	63 S.F.			50%	31 S.F.	31 S.F.
325	INTERVIEW	80 S.F.	83 S.F.			50%	41 S.F.	41 S.F.
326	INTERVIEW	441 S.F.	457 S.F.			25%	114 S.F.	114 S.F.
330	CONFERENCE ROOM	441 S.F.	457 S.F.			50%	226 S.F.	226 S.F.
386	RESOURCE CENTER	3097 S.F.	4127 S.F.			50%	2044 S.F.	2044 S.F.
390	UTILITY SKILL LAB	193 S.F.	193 S.F.			50%	97 S.F.	97 S.F.
424	CONFERENCE ROOM	536 S.F.	543 S.F.			50%	272 S.F.	272 S.F.
425	CONFERENCE ROOM	537 S.F.	543 S.F.			50%	272 S.F.	272 S.F.
497	STORAGE	20 S.F.	21 S.F.			50%	10 S.F.	10 S.F.
E.D.D. EXCLUSIVE								
302	EO OFFICE	144 S.F.	149 S.F.			100%	149 S.F.	149 S.F.
312	EO OFFICE	178 S.F.	182 S.F.			100%	182 S.F.	182 S.F.
321	EO STORAGE	247 S.F.	256 S.F.			100%	256 S.F.	256 S.F.
PARTNER EXCLUSIVE								
304	PARTNER OFFICE	144 S.F.	149 S.F.			0%	0 S.F.	0 S.F.
305	PARTNER OFFICE	228 S.F.	234 S.F.			0%	0 S.F.	0 S.F.
306	PARTNER OFFICE	145 S.F.	150 S.F.			0%	0 S.F.	0 S.F.
307	PARTNER OFFICE	144 S.F.	149 S.F.			0%	0 S.F.	0 S.F.
308	PARTNER OFFICE	144 S.F.	149 S.F.			0%	0 S.F.	0 S.F.
309	PARTNER STORAGE	388 S.F.	403 S.F.			0%	0 S.F.	0 S.F.
311	INTERVIEW	79 S.F.	82 S.F.			0%	0 S.F.	0 S.F.
314	PARTNER WORKSHOP	690 S.F.	714 S.F.			0%	0 S.F.	0 S.F.
315	PARTNER OFFICE	145 S.F.	150 S.F.			0%	0 S.F.	0 S.F.
316	PARTNER OFFICE	144 S.F.	149 S.F.			0%	0 S.F.	0 S.F.
317	INTERVIEW	80 S.F.	83 S.F.			0%	0 S.F.	0 S.F.
318	INTERVIEW	80 S.F.	83 S.F.			0%	0 S.F.	0 S.F.
319	PARTNER OFFICE	145 S.F.	150 S.F.			0%	0 S.F.	0 S.F.
320	PARTNER OFFICE	146 S.F.	151 S.F.			0%	0 S.F.	0 S.F.
321	PARTNER TLOUATA ROOM	490 S.F.	475 S.F.			0%	0 S.F.	0 S.F.
331	PARTNER OFFICE	144 S.F.	149 S.F.			0%	0 S.F.	0 S.F.
332	INTERVIEW	80 S.F.	83 S.F.			0%	0 S.F.	0 S.F.
333	INTERVIEW	80 S.F.	83 S.F.			0%	0 S.F.	0 S.F.
334	PARTNER OFFICE	144 S.F.	149 S.F.			0%	0 S.F.	0 S.F.
335	INTERVIEW	80 S.F.	83 S.F.			0%	0 S.F.	0 S.F.
336	INTERVIEW	80 S.F.	83 S.F.			0%	0 S.F.	0 S.F.
337	INTERVIEW	80 S.F.	83 S.F.			0%	0 S.F.	0 S.F.
338	PARTNER OFFICE	145 S.F.	150 S.F.			0%	0 S.F.	0 S.F.
339	PARTNER OFFICE	146 S.F.	151 S.F.			0%	0 S.F.	0 S.F.
400	PARTNER TLOUATA ROOM	490 S.F.	475 S.F.			0%	0 S.F.	0 S.F.
401	STORAGE	20 S.F.	21 S.F.			0%	0 S.F.	0 S.F.
402	PARTNER OFFICE	319 S.F.	330 S.F.			0%	0 S.F.	0 S.F.
403	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
404	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
405	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
406	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
407	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
408	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
409	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
410	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
411	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
412	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
413	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
414	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
415	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
416	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
417	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
418	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
419	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
420	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
421	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
422	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
423	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
424	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
425	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
426	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
427	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
428	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
429	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
430	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
431	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
432	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
433	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
434	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
435	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
436	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
437	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
438	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
439	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
440	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
441	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
442	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
443	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
444	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
445	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
446	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
447	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
448	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
449	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
450	PARTNER OFFICE	143 S.F.	148 S.F.			0%	0 S.F.	0 S.F.
COMMON AREA								
231	CLIENT LOUNGE	354 S.F.	408 S.F.	X		0%	0 S.F.	85 S.F.
233	WOMEN	283 S.F.	295 S.F.	X		0%	0 S.F.	89 S.F.
241	MEN	199 S.F.	208 S.F.	X		0%	0 S.F.	48 S.F.
242	MEN	304 S.F.	304 S.F.	X		0%	0 S.F.	71 S.F.
243	JANITOR	123 S.F.	127 S.F.	X		0%	0 S.F.	30 S.F.
244	BENEFIT	62 S.F.	63 S.F.	X		0%	0 S.F.	15 S.F.
245	WOMEN	419 S.F.	434 S.F.	X		0%	0 S.F.	101 S.F.
246	WOMEN	333 S.F.	343 S.F.	X		0%	0 S.F.	80 S.F.
247	JANITOR	60 S.F.	63 S.F.	X		0%	0 S.F.	19 S.F.
448	LOBBY	2098 S.F.	2877 S.F.	X		0%	0 S.F.	693 S.F.
449	CONFERENCE CENTER LOBBY	921 S.F.	953 S.F.	X		0%	0 S.F.	223 S.F.
TARE								
397	ELEC	65 S.F.	67 S.F.	X		0%	0 S.F.	0 S.F.
410	MEN RESTROOM	311 S.F.	322 S.F.	X		0%	0 S.F.	0 S.F.
414	WOMEN RESTROOM	314 S.F.	325 S.F.	X		0%	0 S.F.	0 S.F.
SUBTOTAL		33726 S.F.	34914 S.F.	5895 S.F.			6617 S.F.	7995 S.F.
EXCLUSIVE E.D.D. AREA:			887.0 SF					
SHARED E.D.D. AREA:			6034.4 SF					
E.D.D. COMMON AREA SHARE:			1276.1 SF	23.35%				
TOTAL E.D.D. LEASED AREA:			7995 SF					
TARE:			714 S.F.					



E.D.D. EXCLUSIVE AREA
 E.D.D. SHARED AREA
 TOTAL LEASED AREA BOUNDARY LINE
 AREA NOT IN CONTRACT

NOTE:
 NO MODIFICATIONS OR ALTERATIONS ARE BEING MADE TO THIS BUILDING. PLAN REFLECTS AN "AS-BUILT" CONDITION. THE ONLY PURPOSE OF CALIFORNIA STATE FIRE MARSHAL REVIEW IS TO PROVIDE FOR STATE EMPLOYEE OCCUPIED SPACE WHERE INDICATED.

ATTENTION:
 NO CHANGES, MODIFICATIONS OR SUBSTITUTIONS SHALL BE MADE TO THE PREMISES AS SHOWN EXCEPT WITH THE PRIOR WRITTEN APPROVAL OF BUSINESS OPERATIONS PLANNING AND SUPPORT DIVISION, ADMINISTRATION BRANCH, EMPLOYMENT DEVELOPMENT DEPARTMENT

DISCLAIMER:
 THIS DRAWING IS THE PROPERTY OF THE STATE OF CALIFORNIA, REAL ESTATE SERVICES DIVISION, REAL ESTATE LEASING & PLANNING (RELPS) AND MAY NOT BE COPIED, DOTTED, OR OTHERWISE REPRODUCED IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN PERMISSION OF AN AUTHORIZED RELPS REPRESENTATIVE. FURTHER, THIS DRAWING IS CONSIDERED THE WORK PRODUCT OF THE STATE OF CALIFORNIA AND AS SUCH IS PROPRIETARY AND CONFIDENTIAL, AND MAY NOT BE TRANSFERRED OR DISCLOSED TO ANY THIRD PARTY OR PARTIES.

NOTE TO ARCHITECTS:
 THE RELPS MAKES NO CLAIM AS TO THE ACCURACY OF THE ARCHITECTURAL PORTION OF THIS DRAWING. THESE DRAWINGS ARE INTENDED AS PART OF THE STATE LEASE EXHIBIT ONLY AND ARE NOT TO BE USED FOR CONSTRUCTION. THE USER OF THIS DATA SHALL TAKE FULL RESPONSIBILITY FOR THE ACCURACY OF ALL EXISTING CONDITIONS, DIMENSIONS, AND AREA SQUARE FOOTAGE CALCULATIONS.

REVISION: _____ DATE: _____
 REVISION: _____ DATE: _____
 REVISION: _____ DATE: _____
 LEASE PREMISES: _____
 NET OFFICE AREA: 7,895 SF
 NET STORAGE AREA: 7,895 SF
 TOTAL NET USABLE AREA: _____ SF
 PARKING STALLS: NON-EXCLUSIVE: 672
 AGENCY APPROVAL: _____ DATE: 3.21.2022
 RESD APPROVAL: _____ DATE: _____
 ON FILE: 3.09.2022
 PLANNER: C. GORDON INITIAL STAMP: _____
 DRAWN BY: J. COPPAGE
 DATE: 2.24.2022
 PROJECT NUMBER: 14104
 LEASE FILE NUMBER: 5091-001
 PROJECT: OFFICE QUARTERS
 AGENCY: EMPLOYMENT DEVELOPMENT DEPARTMENT
 LOCATION: 44-180 MONROE STREET, INDIO, CA 92201

BUILDING DATA
 CONSTRUCTION TYPE: III STORIES: I
 OCCUPANCY GROUP: B AUTOMATIC SPRINKLERS: YES
 FLOOR PLATE (SF): 101,000 SF FIRE ALARM: YES
 YEAR BUILT: _____

EXHIBIT B – OUTLINE SPECIFICATIONS

PROJECT: OFFICE QUARTERS PROJECT NO.: 141044
 AGENCY: Employment Development Department LEASE NO.: 5091-001
 LOCATION: 44-199 Monroe Street DATE: February 24, 2022
 Indio CA 92201

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PLANNER: Carrie Gordon PHONE: 279.946.8599
 EMAIL: carrie.gordon@dgs.ca.gov

Confirmation Statement

I/we have read this Exhibit B: Outline Specifications and understand it is incorporated into, and is part of, this lease. I/we have acknowledged each and every page by placing my/our initials on this cover sheet.

Initials 

EXHIBIT B – OUTLINE SPECIFICATIONS DIVISION 1

- DGS an electronic copy on a compact disc of all documentation submitted to USGBC. Acceptable file format is Adobe PDF saved to disc from the LEED-Online workspace and templates. In addition, a DGS or tenant representative shall have access to the LEED-Online workspace during design and through the term of the lease.
- ii. Prior to the end of the first year of occupancy, if the Lessor fails to achieve LEED Silver certification, the State may assist the Lessor in implementing a corrective action program to achieve a LEED Silver certification and deduct its costs (including administrative costs) from the rent.
 - c) In tenant improvements of 10,000 sf or greater, the Lessor shall obtain Silver-level certification or better from USGBC within 12 months of project occupancy. The DGS planner shall be consulted during the point selection process, and selection of which points to obtain shall be decided by mutual agreement. Points related to indoor air quality and lighting are a priority to the State.
 - i. For requirements to achieve certification, Lessor must refer to latest version of the LEED Reference Guide at: <http://www.usgbc.org>. At completion of LEED documentation and receipt of final certification, the Lessor must provide DGS an electronic copy on a compact disc of all documentation submitted to USGBC. Acceptable file format is Adobe PDF copied to disc from the LEED-Online workspace and templates. In addition, the Lessor will provide DGS viewing access to the LEED-Online workspace during design and throughout the time of the lease.
 - ii. Prior to the end of the first year of occupancy, if the Lessor fails to achieve LEED Silver certification, the State may assist the Lessor in implementing a corrective action program to achieve LEED certification and deduct its costs (including administrative costs) from the rent.
 - d) When LEED certification is obtained, the Lessor shall provide two original LEED certificates to DGS.
- F. Prevailing wage: For those projects defined as "public works" pursuant to Labor Code §1720.2, Lessor/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.
- G. Project schedule: Upon execution of the lease, Lessor shall issue to DGS a complete and detailed Critical Part Method (CPM) schedule for the project, which may be adjusted by mutual agreement as the project proceeds. The schedule shall include allowances for periods of time necessary for the installation of State-owned equipment and modular systems furniture.
- H. Construction costs: Prior to construction, Lessor shall provide to the State competitive bids from at least three licensed contractors/subcontractors and shall contract with the lowest acceptable bidder. The bids shall include all charges such as (but not limited to) labor, materials, tools, equipment, fees, taxes, shipping, handling, permits, inspections, and fabrication for the work defined in the lease exhibits. The bids shall also include any architectural and engineering fees. The bids shall be itemized unit cost construction estimates developed by using the Construction Specification Institute (CSI) format, titles, and numbering system. Lump sum cost estimates are not acceptable.
- I. New shell condition: The following items shall be provided by the Lessor and shall not be construed as tenant improvements:
1. Exterior window coverings
 2. Capital improvements to the building's core and shell
 3. Building's perimeter walls and core walls with drywall finish ready for paint
 4. Fire sprinkler main loop including drops and heads

EXHIBIT B – OUTLINE SPECIFICATIONS DIVISION 1

- 9. New and renegotiated state leases shall, when economically feasible, include provisions for reporting water use and installation of sub-meters where appropriate.
- N. Submittals: Lessor shall submit shop drawings of product data, as well as samples, to the State for review prior to construction or fabrication.
- O. Material Safety Data Sheet (MSDS): Prior to construction and upon request by the State, Lessor shall provide MSDS of all products or materials used in the maintenance, repair or renovation of the premises.

1.4 CONSTRUCTION AND CODE CRITERIA

- A. Construction documents: The Exhibit "A" Plan or the Exhibit "A" Facility Design Program (written narrative) are design development guidelines only. Lessor shall provide all required construction documents and calculations necessary to obtain a building permit from the local Building Department and to construct the improvements as indicated. The use of the Exhibit "A" Plan in lieu of construction documents is not acceptable to the State.
 - 1. Prior to submitting construction documents to the local building department for plan check or permitting, Lessor shall submit said construction documents to DGS for review. Any DGS comments to the construction documents shall be construed as advisory only and shall not relieve the Lessor in any respect from full compliance with Exhibits "A," "B" and "C" or any other exhibits.
 - 2. Lessor's architect, engineers, consultants, and contractors shall have current and valid licenses/certifications issued by the state of California.
 - 3. During construction of building's core, shell, and/or tenant improvements, Lessor shall maintain at the project site a complete set of lease exhibits consisting of Exhibits "A," "B," "C" and any other exhibits for DGS use.
- B. Fire and Life/Panic Safety: Concurrent with submission to the building department for permitting, Lessor shall submit a complete set of construction documents, including fire sprinkler plans and fire alarm plans, to the local Fire Marshal or authority having jurisdiction for plan check, permits, and inspections. No construction shall commence without approved plans.
- C. Access compliance: Lessor shall ensure that all new work and existing conditions comply with the requirements of California Code of Regulations (CCR) Title 24, California Building Code (CBC), and Americans with Disabilities Act (ADA). State agencies are public entities and shall comply with Title II of the ADA. Exceptions to the code for existing buildings are not permitted. Where CBC requirements conflict or differ with ADA requirements, the most stringent requirement shall take precedence. Access compliance shall apply to exterior areas such as, but not limited to, path of travel to and from public transportation and public right-of-way; parking; passenger drop-off and loading zones; walks and sidewalks; curb ramps; ramps; and all stairs. Access compliance shall also apply to interior areas such as, but not limited to, entrances and exits; lobbies; building common areas; elevators; access lifts; doors and gates; access to and through all rooms and spaces; restrooms; signs and identification; counters; waiting and seating areas; assistive listening systems; drinking fountains; alarms; and horizontal/vertical access. See Exhibit "C" for procedures.
- D. Codes and ordinances: All new work and existing conditions shall comply with all current regulations, laws, and ordinances of the governmental authorities having jurisdiction, as well as the applicable editions of the following codes, including but not limited to:
 - 1. Title 8 CCR, Industrial Relations
 - 2. Title 17 CCR, Public Health
 - 3. Title 19 CCR, Public Safety, State Fire Marshal Regulations
 - 4. Title 24 CCR, Part 1-Building Standard Administrative Code
 - 5. Title 24 CCR, Part 2-CBC, Vols. 1 & 2

EXHIBIT B – OUTLINE SPECIFICATIONS DIVISION 1

Management Agency (FEMA) 352 indicate an investigation of beam-column connections is warranted.

- i) Visible signs of distress or deterioration of structural or nonstructural systems, e.g., excessively cracked and/or spalling concrete walls or foundations, wood dry rot, etc.
3. Certification of the above requirements must be provided by an independent licensed structural engineer at the Lessor's expense.
4. Lessor shall provide and install all hardware required to brace and anchor all storage cabinets, lockers, bookcases, shelving units and similar furnishings 5'-0" or more in height whether provided by State or Lessor, in accordance with seismic design requirements of the code.
- I. Construction waste management:
 1. Items and materials existing in the premises, or to be removed from the premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbished condition and shall meet the quality standards set forth by the State in this Lease. The Lessor shall submit a list of items for reuse and DGS shall make the final determination for acceptance.
 2. Recycling construction waste is mandatory for initial space alterations and tenant improvements under the Lease.
 3. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations that will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
 4. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
 - a) Ceiling grid and tile
 - b) Light fixtures, including proper disposal of any transformers, ballasts and fluorescent light bulbs
 - c) Duct work and HVAC equipment
 - d) Wiring and electrical equipment
 - e) Aluminum and/or steel doors and frames
 - f) Hardware
 - g) Drywall
 - h) Steel studs
 - i) Carpet, carpet backing, and carpet padding
 - j) Wood
 - k) Insulation
 - l) Cardboard packaging
 - m) Pallets
 - n) Windows and glazing materials
 - o) All miscellaneous metals
 - p) All other finish and construction materials
 5. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous wastes.
 6. In addition to providing "one-time" removal and recycling of large-scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

EXHIBIT B – OUTLINE SPECIFICATIONS DIVISION 1

- D. Lessors shall, when feasible, use filters with a minimum efficiency reporting value (MERV) rating of no less than 13. Existing HVAC systems incapable of accommodating a 13 MERV rating shall use the highest MERV rating that their fan(s) can accommodate.
- E. All HVAC systems above 2,000 cubic feet per minute (cfm) shall be equipped with outdoor airflow measuring stations and be connected to a building energy management system, which shall be programmed to provide audible and visible alarms. For additional HVAC requirements see Division 2.

1.7 HAZARDOUS MATERIALS

- A. Lessor warrants and guarantees that the premises leased to the State will be operated and maintained free of hazard from asbestos, lead, mold, and PCBs.
 - 1. The areas include:
 - a) Premises leased to the State and air plenums in the same HVAC zone.
 - b) Common public areas which state employees or their invitees would normally and/or reasonably use.
 - c) Building maintenance areas, utility spaces, and elevator shafts within or servicing areas described in items (a) and (b) above.
 - 2. Lessor shall be responsible for all costs associated with the abatement of hazardous materials including (but not limited to) the following: cleanup of contaminated State-leased space, State-owned equipment, furnishings and materials and all required monitoring reports. Copies of all air monitoring reports shall be furnished to the State.
 - 3. The State-leased space shall be maintained at or below the permissible exposure levels for all substances regulated under Title 8 California Code of Regulations Section 5155. If it is determined by the State that the tenant must be relocated to prevent exposure above the permissible level, the Lessor shall provide comparable accommodating space at no cost to the State. In addition, the Lessor shall pay for all costs associated with this move including (but not limited) to: administrative, furniture, communications contracts and equipment costs.
 - 4. In the event that after written notice is provided by the State, the Lessor fails, refuses, or neglects to diligently pursue abatement of any hazardous material, the State may affect such abatement. The State may deduct all reasonable costs of such abatement of hazardous materials from the rent.
 - 5. The Lessor shall indemnify, defend, and hold the state of California, its officers, and employees harmless from and against any and all losses, damages, judgments, 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 hazardous materials within the State-leased space or the building in which the leased premises are located.
- B. Asbestos:
 - 1. For buildings constructed prior to January 1, 1979, the Lessor shall provide the State with a current written asbestos survey of the areas listed in Section 1.6. A.1. An independent California Division of Occupational Safety and Health (CalOSHA) Certified Asbestos Consultant shall complete the survey.
 - 2. For buildings constructed after December 31, 1978, and prior to any tenant improvements or major repairs, the Lessor and Lessor's construction contractor are responsible for sampling any suspected asbestos-containing material (ACM) to be disturbed during the project. Where ACM is suspected to be present, the Lessor shall provide the State with a written asbestos survey covering all materials to be disturbed during the project; the survey shall be performed by an independent Lessor-contracted consultant.

EXHIBIT B – OUTLINE SPECIFICATIONS DIVISION 2

DIVISION 2 – DESIGN REQUIREMENTS

For items that are shown with strikethrough (~~strikethrough~~) please refer to Division 3 – Special Provisions for amendments to the requirements.

2.1 FLOOR CONSTRUCTION AND FINISHES

A. Concrete floor:

1. Concrete floor construction is the standard for comparison. Floor of another material may be acceptable provided its use does not produce or transmit sound or vibration to a greater degree than a 4" reinforced concrete slab.
 - a) Lessor shall provide certification that the concrete slab is level and does not exceed a variance of ¼ inch in 10 feet from a true flat plane.
 - b) Where slab is out of compliance, leveling shall be achieved using a high-strength concrete topping compound, i.e., Mapei, Ardex, Inc., K-500, Hacker Ind., Firm Fill 4010, Maxxon, Level-Right, or approved equal material.
2. Concrete floors in janitor closets, mechanical, and/or electrical utility rooms shall be cleaned and treated with epoxy coating. Office areas throughout shall have carpet or other floor covering with 4" high cove base, unless noted otherwise. Floors in toilet rooms shall be of nonabsorbent material impervious to moisture, such as ceramic tile or approved equal, with minimum 4" high cove base. Floor covering shall extend under counters and cabinets. Colors and patterns shall be as selected or approved by State.
3. Prior to the installation of any finish floor material, Lessor shall perform a quantitative moisture test on the concrete slab. The test shall be administered in accordance with the flooring material manufacturer's written guidelines or recommendations. In the event the moisture content exceeds the flooring material manufacturer's recommendation, the Lessor, at Lessor's sole cost and expense, shall provide and install a waterproofing sealer as recommended by the flooring material manufacturer.
4. Exposed concrete floors are not acceptable in toilet rooms, locker rooms or shower rooms.

B. Carpet flooring – General:

1. Lessor shall provide and install carpet and cove base where shown in Exhibit "A." All carpet shall comply with American National Standards Institute (ANSI) NSF 140-2007 Platinum level.
 - a) When requested by DGS, Lessor shall submit carpet samples to DGS for selection. The samples shall be from a minimum of three different manufacturers and consist of a variety of patterns, textures, colors and styles.
 - b) Carpet shall have random graphic pattern loop non-generic branded, 6 or 6.6 nylon face yarn with inherent static control.
 - c) Broadloom loop pile carpet shall have inherent static control capability to assure a maximum 3.5 KV rating at 20 percent relative humidity and 70° F as measured by American Association of Textile Chemists and Colorists (AATCC) Test Method 134.
 - d) Carpet shall be installed according to manufacturer's guidelines. The carpet shall be securely attached; have a firm cushion, pad or backing; and be of level loop, textured loop, level-cut pile, or level-cut/uncut pile texture. The maximum pile height shall be ½ inch.
 - e) The carpet backing shall have a minimum 10-year guarantee against tuft pull and zippering, and surface wear shall not be more than 10 percent within 10 years.
 - f) Carpet adhesives shall be non-toxic, low-odor, solvent-free, and shall not produce toxic vapors or contain carcinogenic materials.

EXHIBIT B – OUTLINE SPECIFICATIONS DIVISION 2

2. Resilient flooring shall have a coefficient of friction of at least 0.6 per ASTM D 2047. It shall be installed in strict accordance with manufacturer's approved installation instructions using the appropriate recommended 100 percent solvent-free adhesive.
- G. Rubber base requirements:
 1. Lessor shall provide and install cove wall base at all carpet and resilient floor finish areas. Wall base shall be extruded rubber cove, 1/8" thick x 4" high complying with ASTM F-1861. The color shall be selected by DGS.

2.2 EXTERIOR WALLS

- A. Exterior walls, including door and window assemblies, shall be weatherproof. All cracks that allow outside air to penetrate the building's envelope shall be sealed.
- B. Exterior walls shall be insulated to comply with CCR Title 24.

2.3 INTERIOR WALLS, PARTITIONS AND VESTIBULES

- A. Walls and partitions shall be ceiling height unless otherwise noted in Exhibit "A" or Division 3 'Special Provisions.' Subject to code limitations, those indicated as new partitions may be wood or metal stud with plaster or gypsum wallboard or other construction of equal sound transmission coefficient (STC). Provide a minimum STC 32. Demising walls separating State premises and other building tenants shall extend to the underside of structure above and shall be constructed to achieve an STC 50.
- B. Walls of equipment rooms, toilet rooms, conference rooms, hearing rooms, quiet rooms, training rooms, interview rooms, employee break rooms, and where otherwise indicated in Exhibit "A," shall be insulated to prevent transmission of sound or vibration. Wall construction shall achieve a minimum rating of STC 50 as set forth in ASTM E 90.
- C. Furnish and install insulation batts above the finished ceiling on each side of the wall for the entire length of the wall.
- D. Moisture-resistant wainscot of wall tile or other DGS-approved material shall be installed to all plumbing fixture walls and adjacent walls in the toilet rooms. Wall tile shall be a minimum of 4"x 4" glazed ceramic tile unless otherwise noted in Exhibit A. Wainscot shall extend a minimum of 4'-0" above finished floor, unless noted otherwise.
- E. Glazed openings in office partitions shall be set in metal frame assemblies and comply with Consumer Product Safety Commission impact-safety standards.

2.4 ROOF AND INSULATION

- A. Roof shall be weather tight and provided with a suitable drainage system that will effectively dispose of roof water without interfering with the use of premises.
- B. Roof shall be insulated such that the heat transfer values from roof to occupied areas comply with CCR Title 24.

2.5 CEILINGS

- A. Ceilings of office areas including reception, private offices, open office areas, corridors, and office storage areas shall have suspended "T" bar systems with acoustical lay-in tiles or other approved material with equivalent acoustical qualities. Ceiling heights shall be a minimum of 9'-0" and a maximum of 12'-0" unless otherwise approved by DGS.
- B. Where existing "T" bar system with acoustical lay-in tiles are reused, Lessor shall modify ceiling system as necessary to comply with all seismic safety regulations. "T" bar system and ceiling tiles shall be free of all dirt, dust, stains, and damage. Where replacement tiles are installed, all tiles shall be arranged as necessary to provide a uniform appearance in each enclosed space.
- C. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is preapproved by the State:
 1. Restrooms and evidence board rooms: Plastered or spackled and taped gypsum board.

EXHIBIT B – OUTLINE SPECIFICATIONS DIVISION 2

- C. Cabinets shall be of sizes and types as indicated in the Exhibit "A." Base cabinets shall have one row of drawers and one adjustable shelf below with concealed hinged doors, unless noted otherwise. Lessor shall provide a 4" toe space at base cabinets. Upper cabinets shall have two rows of adjustable shelves and hinged doors, unless noted otherwise.
- D. Counter tops shall be finished with plastic laminate or solid surface material. Counter tops shall be self-edged unless otherwise noted. Counter tops with sinks shall be fully formed and have a no-drip edge, and coved splash joint. All counter tops shall have a back and side splash unless otherwise noted. Sinks shall have a sanitary metal rim or be a self-rim stainless steel sink. Other materials may be submitted to the State for approval.
- E. Shelving units shall be a minimum of 3/4" thick white melamine, per AWS. Cover exposed edges with plastic laminate or hardwood edge bound.
- F. Face of millwork shall be high-pressure decorative plastic laminate. NEMA LD-3 grades as required by AWS.
- G. Lessor shall provide cabinet hardware such as (but not limited to): concealed hinges, pulls, catches, shelf rests, standards and brackets, and drawer slides. All hardware shall comply with ANSI A 156.9-01 and Builders Hardware Manufacturers Association.
- H. All millwork shall be installed in accordance with all seismic safety requirements of the code.
- I. Base cabinets containing sinks shall be CBC/ADA access compliant. Unless otherwise noted, Lessor shall provide cabinet doors with attached toe kicks with rubber base to conceal clear space below.

2.9 GYPSUM BOARD FINISH/PAINTING/WALL COVERING/SEALANTS

- A. Gypsum board finish shall be a smooth, blemish-free, level 4 finish and free of tool marks and ridges. Heavily textured wall surfaces are not acceptable.
- B. Water-based paints shall not be formulated with aromatic hydrocarbons, formaldehyde, halogenated solvents, mercury or mercury compounds, or tinted with pigments of lead, cadmium, chromium VI, antimony and their oxides. All architectural paints and coatings shall comply with VOC limits of the California Green Standards Code unless more stringent local limits apply.
- C. All wall texture and paint colors shall be selected and/or approved by DGS.
- D. New surfaces:
 - 1. New partitions without factory finish shall be painted with one coat of primer/sealer and two finish coats of premium quality latex, eggshell paint. Flat paint is not acceptable.
 - 2. Break rooms, toilet rooms, and janitorial closets shall be painted with semi-gloss enamel paint.
 - 3. Paint-grade doors and trim shall be latex semi-gloss enamel paint.
 - 4. Stained or natural finish wood shall be finished with sealer and two coats lacquer. They shall be finished using non-toxic, water-based urethanes or similar environmentally sensitive products.
- E. Existing surfaces:
 - 1. Interior walls and plaster or gypsum board ceilings shall be finished in latex eggshell paint.
 - 2. Heavy textured walls shall be sanded smooth and prepared for a new paint finish.
 - 3. Existing wall coverings shall be removed (unless otherwise noted), wall surface shall be prepared, and receive a new paint finish.
 - 4. Doors and frames shall be refinished to provide a new-looking appearance.
 - 5. HVAC registers and grilles shall be in a newly painted condition. In the event the registers are in poor condition; registers shall be replaced by the Lessor.
 - 6. Stained or natural finished wood shall be refinished with sealer and lacquer.

EXHIBIT B – OUTLINE SPECIFICATIONS DIVISION 2

3. All signage located within the State's premises shall be tactile identification signage with raised letters and raised numbers between 5/8" and 2" high with a width-to-height ratio of between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10. Letters shall be raised 1/32" above the background, sans-serif uppercase characters. Signage shall be installed per current code. Signage for all private offices shall have a clear 3"-4" high x 6" wide x 1/16" thick non-glare lens slide-out.
 - a) Characters and background of signage shall be eggshell, matte, or other non-glare finish.
 - b) Characters shall contrast with their background.
4. Grade 2 California braille dots shall be raised 1/40" above the background. Braille shall be 1/10th inch on center within each cell and 2/10th inch between cells. Braille dots shall be domed or rounded.
5. In addition to room identification signage, Lessor shall provide and install tactile exit signs and tactile exit route signs.
6. Where signs are mounted on glass, such as but not limited to sidelights, furnish and install a blank of equal material, width, height, and background color to the opposite side of said glass.
7. State of California identification:
 - a) On or near the suite entrance door, the words "STATE OF CALIFORNIA" shall be installed, and shall indicate the name of the State tenant/department/agency and suite numbers and shall include braille and tactile text and numbering.
 - b) Signage shall be building standard and subject to approval by the State. Painted or pressure-sensitive vinyl letters are not acceptable. Provide agency identification in the building directory, where available.
8. Lessor shall provide "maximum occupancy" signage on the wall above or near the entry door for all conference, meeting, lunch, auditorium and assembly rooms.
9. Exterior signs (applicable only if building is totally occupied by the State): Lessor shall provide and install exterior signs. Letters shall be of cast aluminum alloy, bronze, black anodized finish or dimensional plastic. Submit samples to DGS for approval. The words "STATE OF CALIFORNIA" and the name of the occupying department, and street address shall be in scale with the building elevation.
 - a) Lessor shall be solely responsible for any additional permits and fees.
- H. Assistive listening devices:
 1. Lessor shall provide an assistive listening device system for all meeting, conference, quiet, assembly, and gathering rooms. The system shall comply with all accessibility requirements.
 - a) Occupant load less than 50:

One portable system per floor can be shared between rooms with occupant loads less than 50. The system shall be designed to accommodate the largest room size that is being shared. The portable, wireless FM-based system shall include high output acoustic headset(s) such as the Centrum Motiva PFM 360 (or current model) with disposable ear plugs, neck-loop(s), conference microphones and a lockable charger/accessory carry case large enough to hold all equipment. The system shall be hearing aid compatible. Lessor shall provide signage at reception area indicating that the device is available.
 - b) Occupant load of 50 or more:

Rooms with more than a 50-person occupant load and fixed seating must have a fixed assistive listing device system for 4 percent of the total number of seats in these rooms, but not less than two seats. Lessor shall provide signage inside each room and in the common hallway and/or corridor indicating that the device is available.
- I. Modular systems furniture (MSF):

EXHIBIT B – OUTLINE SPECIFICATIONS DIVISION 2

- c) Flagpoles mounted to building shall extend 14' above building parapet.
- d) Flagpoles shall be equipped with lockable halyard box.
- e) Flagpole and halyard shall be CBC/ADA access compliant.
- f) Flags shall be in scale with building and flagpole.
- g) Lessor shall provide automatic lighting for nighttime illumination.

2.11 LANDSCAPING

Where State is the sole tenant of the building:

- A. Landscape management practices shall prevent pollution by:
 - 1. Employing practices which avoid or minimize the need for fertilizers and pesticides.
 - 2. Prohibiting the use of 2,4-Dichlorophenoxyacetic Acid (2,4-D), herbicide and organophosphates.
 - 3. Composting/recycling all yard waste.
- B. The Lessor shall use landscaping products with recycled content as required by EPA.
- C. If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped with plants that are native or of low water use and are non-invasive to the area.
- D. Lessor should design landscape to survive a drought with reclaimed water whenever possible. Lessor shall maintain and design landscape to:
 - 1. Protect high priority landscape elements, such as trees.
 - 2. Protect all slopes from erosion.
 - 3. Convert conventional spray heads or rotors to drip and/or low-precipitation rate nozzles.
 - 4. Minimum three-inch layer of mulch applied on all exposed soil surfaces or planting areas.
- E. During a declared drought, Lessor shall water low-priority landscapes only to the extent required to control dust and erosion. Trees in lawn areas that provide shade to buildings are high priority. Lessor shall add drip irrigation around the drip line of the tree, or water slowly and deeply with a trickling hose. Lawns should not be fertilized.
- F. Installation of irrigation sub-meters, flow meters, master valves and smart irrigation controllers are recommended. Overhead irrigation shall be scheduled between 8:00 p.m. and 10:00 a.m.

2.12 PLUMBING

- A. Lessor shall furnish and install plumbing fixtures in quantity and type as shown in Exhibit "A" and as required by code. Where State occupies multiple floors, Lessor shall provide accessible toilet rooms on each floor. Lessor shall provide one or more drinking fountains within close proximity to office quarters or as indicated on plan. Drinking fountains shall be CBC/ADA access compliant.
- B. For new installations and whenever plumbing fixtures are being replaced (replacement per floor is required prior to Lease commencement in all instances of nonconformance where the State occupies the full floor):
 - 1. Water closets must conform to U.S. Environmental Protection Agency (EPA) WaterSense, or fixtures with equivalent flush volumes must be utilized.
 - 2. Urinals must conform to EPA WaterSense, or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
 - 3. Faucets must conform to EPA WaterSense, or fixtures with equivalent flow rates must be utilized.
- C. Lessor shall provide hot and cold water at each lavatory and sink. Domestic water heaters shall be located not more than 25 feet from furthest point of use unless a hot water recirculation or other temperature maintenance system is provided. Water heaters shall initially deliver water at 110° F.

EXHIBIT B – OUTLINE SPECIFICATIONS DIVISION 2

- L. Ductwork construction and installation shall conform to the appropriate Sheet Metal and Air Conditioning Contractors' National Association, Inc. (SMACNA) low-velocity or high-velocity duct construction standards. Ductwork shall be concealed or aesthetically compatible with the architectural design of the interior space. Individual supply and return air outlets and ductwork shall be provided in each enclosed area. Undercutting of doors, door grilles, or jumper ducts is not acceptable. Return air shall be conducted through registers connected to ductwork or plenum above ceilings, except as otherwise approved by the State.
- M. Air distribution system shall be equipped with air volume controls and shall be capable of draftless operation at an acceptable noise level while handling the design flow of air. The acceptable noise level shall comply with ASHRAE Handbook - HVAC Applications.
- N. The complete HVAC system shall be checked, adjusted, and balanced. The air balance report shall be submitted to the State upon project completion.
- O. Lessor shall provide vibration isolation supports for all mechanical equipment, piping, and ductwork to prevent transmission of vibration to building structure.
- P. Where the heating design of outdoor temperature is below 35° F, Lessor shall provide one winter night setback thermostat for each HVAC system. The thermostat shall cycle the heating system to maintain 55° F.
- Q. Lessor shall provide automatic-control time clocks (7-day-programmable) or energy management systems (microprocessors) to allow the shutoff and startup of the HVAC equipment according to the State's occupancy schedule. State shall determine maximum daily hours of operation. Lessor shall provide one-hour bypass timers for each HVAC system for after-hours operation.
- R. Indirect evaporative cooling, desiccant dehumidification, and passive solar design measures are acceptable when approved by DGS.

2.14 ENERGY AND ELECTRICAL

- A. Energy efficiency and conservation
 - 1. Reporting Requirement Where the State is the sole tenant:
- B. General electrical requirements:
 - 1. Lessor shall provide electrical engineering and installation of all transformers, main switchboard, subpanels, branch circuits, wiring devices, electrical switching, energy management systems, lighting, receptacles, and control equipment for HVAC systems.
 - 2. Service and metering equipment shall be in accordance with utility company requirements. An Electrical Arc-Flash Hazard Analysis and Short-Circuit and Protective Device Coordination Study shall be performed based on the available fault current from the utility system and contribution from the facilities' motors. Electrical equipment warning labels shall be provided based upon the available arc hazard energy at each piece of electrical equipment. Labels shall comply with the requirements of the California Electrical Code and NFPA 70E.
 - 3. Where electrical service panels are installed to provide service to State premises, Lessor shall provide and install panels with a minimum of 20 percent more circuit capacity than the Lessor's calculated load total.
 - 4. The electrical panels serving the State's premises shall be accessible from the building core or from within the State's quarters. The location of the panels shall be coordinated and approved by DGS prior to installation.
 - 5. All appliances and all energy-consuming devices shall be Energy Star certified by the U.S. EPA.
- C. Power requirements:
 - 1. Duplex convenience outlets shall be 20A, 125V, three-wire grounding type provided in quantities indicated on the Exhibit "A." Lessor shall provide a minimum of two convenience outlets in each private office.

EXHIBIT B – OUTLINE SPECIFICATIONS DIVISION 2

- a) Minimum Color Rendering Index (CRI) of 75 percent
- b) Option of common Color Temperature lamps (CCT) (2700° K through 4100° K)
- c) Minimum power factor of 90 percent
- d) Minimum system efficacy of 60 lumens per watt
- e) Electronic ballast
- f) Maximum Total Harmonic Distortion (THD) of 20 percent
- g) Minimum lamp life of 10,000 hours
- 6. Minimum requirements for LED lighting systems
 - a) Minimum Color Rendering Index (CRI) of 80
 - b) Option of common Color Temperature lamps (CCT) (3000° K through 4100° K)
 - c) Minimum power factor of 90 percent
 - d) Minimum system efficacy of 90 lumens per watt
 - e) Internal LED Driver
 - f) Lamps capable of being dimmed from 100 percent to 0 percent of maximum lighting output
 - g) Minimum lamp life of 50,000 hours
- 7. Pairs of one-lamp or three-lamp recessed fluorescent luminaires and continuous mounted fluorescents that are (1) on the same switch control, (2) in the same area, (3) within 10 feet of each other in accessible ceiling spaces; and (4) do not use electronic ballasts, shall be tandem wired and shall not use single lamp ballasts.
- 8. Where required, lighting panel switches, including exterior lighting, shall have a two-schedule, programmable, seven-day with holiday setting, battery-backup time clock. Time clock operation shall have manual override with a two-hour bypass. Override shall be accessible to the tenant.
- 9. Where exterior illumination is required, Lessor shall provide and install exterior solid-state luminaires that are designed for and exclusively use LED lamp technology. Luminaires shall include integrated controls and the required Backlight, Uplight, and Glare (BUG) ratings based on the Lighting Zone the luminaires are in for accent light and outdoor building security lighting. All building entrances shall be illuminated.
- E. Communication equipment requirements:
 - 1. Lessor shall provide and install all conduits and telephone service cabling from the building's main point of entry to the tenant agency's Telecommunication closet.
 - 2. Lessor shall furnish and install telephone terminal backboard. Backboard shall be 4' x 8' x 3/4" thick, fire-retardant plywood, and painted per code to match adjacent surfaces.
 - 3. Lessor shall furnish and install termination blocks, cable management hardware, and terminate and label all cables at both ends.
 - 4. Lessor shall provide and install all components as required by the telephone service provider's requirements.
 - 5. Unless otherwise noted, Lessor shall furnish and install a complete structured cabling system from the tenant agency's telecommunication closet to the final point of termination. Lessor shall provide all components such as (but not limited to): cabling, cable labels, cable trays, cable management hardware, patch panels, cross connects, patch cords, faceplate, jacks, wall outlets and MSF workstation outlets, as necessary or required for a complete and operational system.
 - 6. Lessor shall provide and install all conduit and outlet boxes with pull-wire.
 - 7. The system shall be tested pursuant to and meet ANSI/TIA/EIA standards.
 - 8. BICSI Certified cabling installers shall perform all work, and shall comply with all ANSI/TIA/EIA cabling standards.
 - 9. The system shall comply with the requirements of the tenant agency's specifications.

**EXHIBIT B – OUTLINE SPECIFICATIONS
DIVISION 3**

DIVISION 3 – SPECIAL PROVISIONS

The following Special Provisions supplement the requirements specified in Divisions 1 and 2. Where Division 3 requirements conflict with Divisions 1 and 2, Division 3 supersedes those requirements.

There are NO SPECIAL PROVISIONS for this Project.

END OF DIVISION 3

- E. The DSA has delegated a component of the access compliance responsibility to RESD for leased facilities. Conforming to DSA delegation, RESD is requiring the Lessor to ensure compliance by utilizing one of the two procedures defined in this document. Refer to Division 3 (below) for specific requirements and procedures.
- F. Public right- of- way access is required for all State leased facilities. If the existing conditions do not meet the required codes and regulations, the design professional (Lessor's architect) must demonstrate and document a diligent effort to request that the authority (having control) over the public right- of- way, makes the necessary modifications to secure right-of-way access. All correspondence shall be documented and provided to the RESD Space Planner for the project file.

End of Division 1

EXHIBIT C – ADMINISTRATIVE REQUIREMENTS

DIVISION 3 – CBC/ADA ACCESS COMPLIANCE PROCEDURE

3.1 GENERAL

- A. In cases where the lessor is in agreement to use the lease paragraph titled "Accessibility Compliance", then full compliance with current accessible building codes and the Americans with Disabilities Act (ADA) is the responsibility of the lessor, therefore, requirements listed in the remainder of this division would not apply to this lease.
- B. To comply with the accessibility requirements and ensure that the facility has complied with all accessibility codes and regulations, the Lessor is required to complete one of the two processes defined below. In each case the RESD Space Planner will remain the primary contact. The facilities are categorized according to size as either Group I or Group II projects. Each category has specific requirements as defined. Group I projects are submitted to RESD and Group II facilities are submitted to DSA for plan review and approval. The Lessor is required to follow the procedure of the applicable process and is responsible for the associated costs.

3.2 FEE REQUIREMENT

- A. The Lessor is required to submit the project fee to RESD for Group I or directly to the DSA regional office for Group II facilities. The RESD Space Planner will calculate the required fee using the CBC/ADA Access Compliance Fee Calculation Form E (attached) and include this in the Exhibit C lease document.

3.3 DETERMINATION OF FACILITY GROUP

- A. The group is determined by the category and the size of the State's net usable leased area. The respective administrative process is defined in the following Sections 3.3 (Group I) and 3.4 (Group II). The Group Types are defined below:

GROUP I:

Building Type:	Net Usable Square Footage:
Existing Office Buildings	Less than 100,000 square feet
Existing Warehouse Buildings	Less than 500,000 square feet
Any Building to be Constructed	Less than 30,000 square feet

GROUP II:

Building Type:	Net Usable Square Footage:
Existing Office Buildings with Alterations	100,000 sq. ft. or greater
Existing Warehouse Buildings with Alterations	500,000 sq. ft. or greater
Any Building to be Constructed	30,000 sq. ft. or greater

Note: Certain Group I projects, at the discretion of the State, may be determined compatible with Group II process regardless of the building size. The RESD Space Planner shall inform the Lessor which process applies to this particular project during lease negotiations.



3.5 GROUP II FACILITY PROCEDURE

The Lessor is required to submit plans and specifications to the **Division of the State Architect (DSA)** for access compliance review and approval. Although the formal process for access compliance plan review and approval is processed through DSA, the DGS RESD Space Planner will continue as the project manager. The Lessor's architect shall inform RESD of the status of plan review/approval from DSA.

For Group II facilities the Lessor's architect is required to complete the requirements outlined in paragraphs A through F below:

Note: See Section 3.3.A. (Group I Facility Procedure) for parameters of survey.

- A. **Construction Drawings and Specifications:** The Lessor is required to retain an architect licensed in the State of California to design and develop plans and specifications in accordance with the lease exhibits and applicable codes and regulations. The Lessor's architect will incorporate all items defined in the accessibility survey into the construction documents. The architect is required to stamp and sign the construction documents.
- B. **Fee Payment:** In accordance with the calculation of fees per the CBC/ADA Access Compliance Fee Calculation Form E (attached), the Lessor shall prepare a check payable to the Division of the State Architect. This check along with a copy of the CBC/ADA Access Compliance Fee Calculation Form E shall be forwarded directly to the appropriate regional DSA office in the submittal package.
- C. **Submittal Package:** The submittals shall be sent to the appropriate DSA regional office. The state is divided into four regions, San Francisco Bay Area, Sacramento, Los Angeles and San Diego. The DSA regional office that will review this project can be confirmed by calling DSA at (916) 445-8100. The submittal package must be complete before the DSA accepts the project for review. Proceed to the DSA website using the link below for instructions on this process:

<https://www.dgs.ca.gov/DSA/Services/Page-Content/Division-of-the-State-Architect-Services-List/Start-Construction-Project-by-Submitting-Plans-for-Review>

Upon receipt of the submittal package, a DSA application number is assigned to the project for tracking purposes. A preliminary review of your submittal is performed within a few days. Plan review is scheduled after DSA verifies that a complete submittal package has been received. The Lessor's architect shall verify the estimated time for this project review with DSA at submittal. The architect shall make the necessary adjustments to the overall project schedule accordingly.

- D. **DSA Plan Approval:** Once approval has been granted by DSA, the Lessor is required to construct the project in compliance with the plans, specifications and lease exhibits. The Lessor shall provide a copy of DSA's letter of approval to the RESD Space Planner. Construction shall not commence until this process has been completed.
- E. **Verified Report:** Following completion of construction, the Lessor's architect shall visit the site to verify that the building and site are in compliance with the DSA approved plans and specifications. The Verified Report Form G (attached) shall be completed and signed by the Lessor's architect. The architect shall forward the Verified Report to RESD Space Planner prior to the final construction inspection by RESD. The project will not be accepted for occupancy prior to receipt of this document.

End of Group II Procedure

End of Division 3

DIVISION 4 – REFERENCE FORMS
DVBE PROGRAM CERTIFICATION SHEET – FORM F
CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE
PROGRAM CERTIFICATION SHEET

Lessor must complete and sign to certify if DVBE Participation was or was not obtained

LEASE AMOUNT/DVBE CERTIFICATION

Project No.: 141044

I hereby certify that the Lease Contract Amount, as defined below, is in the amount of

\$ _____ of which \$ _____ was awarded to a certified

DVBE firm resulting in _____% DVBE participation. I understand that the Lease Contract

Amount is the total dollar figure against which the DVBE participation will be evaluated.

Lessor: _____ Date: _____

Lessor's Signature: _____ Printed Name: _____

DEFINITION: Lease contract amount is the total amount of lease costs expended by the Lessor over the firm term of the lease which are attributable to expenditures by the lessor to make the leased property sufficient for state occupancy. This typically includes, but is not necessarily limited to, tenant improvements, extraordinary maintenance, and janitorial services specified in the lease. In the case of a build-to-suit facility, the total of the construction and off-site development costs, as well as architectural and engineering costs, would be included.

State of California - Employment Development Department

44-199 Monroe St., Indio, CA 92201



Legend



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

Notes

APN: 608-080-017
District 4
Location outlined in black

0 188 376 Feet

REPORT PRINTED ON... 11/23/2022 10:07:26 AM

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STATE OF CALIFORNIA

STANDARD LEASE FORM

<u>LEASE COVERING PREMISES LOCATED AT</u> 44-199 Monroe Street Indio CA 92201
<u>LESSOR'S FED. TAX. I.D. NO. OR SOCIAL SECURITY NO.</u> 95-6000930
<u>TENANT AGENCY</u> Employment Development Department

ORIGINAL

Lease File No.: 5091-001
Project No.: 141044

Preamble THIS LEASE, made and entered into this 1st day of June, 2023 by and between

**COUNTY OF RIVERSIDE
A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**

hereinafter called the Lessor, without distinction as to number or gender, and the State of California, acting by and through the Director of the Department of General Services, hereinafter called the State.

WITNESSETH

Description

1. The Lessor hereby leases unto the State and the State hereby hires from the Lessor those certain premises with appurtenances situated in the City of Indio, County of Riverside, State of California, and more particularly described as follows:

Approximately 7,995 square feet of office space on the first floor including of 7,408 net usable square feet of shared space as outlined in green and 587 net usable square feet of exclusive space as outlined in red on the attached Exhibit "A" plan, together with Outline Specifications marked Exhibit "B" and Administrative Requirements marked Exhibit "C", said Exhibits "A" and "B" and "C", Project No. 141044 dated February 24, 2022, hereby being incorporated into this lease, and including equal use of six hundred seventy-two (672) nonexclusive unobstructed parking spaces contiguous to the subject building, and unlimited use of the building's common facilities.

Term

2. The term of this lease shall commence on October 1, 2021, and shall end on September 30, 2029, with such rights of termination as may be hereinafter expressly set forth.

Early Termination

3. The State may terminate this lease at any time effective on or after September 30, 2025, by giving written notice to the Lessor at least thirty (30) days prior to the date when such termination shall become effective. If the State fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

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Notices

5. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e., FedEx or similar) with receiver's signature required; and addressed as follows:

To the Lessor: HWS/Workforce Development Division
1325 Spruce Street, Suite 400
Riverside, CA 92507
Phone No.: (951) 955-3100
FAX No.: (951) 955-3310
Email: charmon@rivco.com

To the State:
DEPARTMENT OF GENERAL SERVICES, **Phone No. (916) 375-4172**
REAL ESTATE SERVICES DIVISION **FAX No. (916) 375-4029**
LEASE MANAGEMENT C 5091-001 **Email: leasemanagement@dgs.ca.gov**
707 THIRD STREET, SUITE 5-305
WEST SACRAMENTO, CA 95605

ALL NOTICES AND CORRESPONDENCE MUST REFERENCE
TENANT AGENCY AND PREMISES ADDRESS

Rental warrants shall be made payable to: County of Riverside

and mailed to: HWS/Workforce Development Division
1325 Spruce Street, Suite 400
Riverside, CA 92507

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

Completion and Compliance with Plans and Specifications

6. Lessor agrees that, prior to October 1, 2021, and at Lessor's sole cost and expense, all required construction, improvements and/or alterations, if any, shall be completed and the leased premises shall be made ready for State's occupancy in full compliance with Exhibit "A", consisting of one (1) sheet(s) titled, "Office Quarters, Project No. 141044" dated February 24, 2022, and in accordance with Exhibit "B", consisting of twenty-six (26) pages, titled, "Outline Specifications, Project No. 141044" dated February 24, 2022, and Exhibit "C" consisting of ten (10) pages titled, "Administrative Requirements, Project No. 141044" dated February 24, 2022, which Exhibits "A" and "B" and "C" are by this reference incorporated herein.

Notice of Completion and Access to Premises during Construction

7. Lessor shall notify the State in writing by certified mail of the date the leased premises will be completed and ready for occupancy at least thirty (30) days prior thereto. Such notice shall be a condition precedent to the accrual of rental hereunder, except however, that if the State occupies the premises prior to the receipt of such notice or prior to the expiration of the notice period of such notice, rental shall commence to accrue as of the date of occupancy.

Following execution of this lease, and not more than sixty (60) days prior to completion of construction and occupancy under this lease, State or its contractors or other representatives shall have the right to enter the premises for the purpose of installing certain equipment such as, but not limited to, modular system furniture, and electrical and telecommunications cabling and equipment.

State agrees to indemnify and hold Lessor harmless from and against any claims, damages, or other injury suffered by Lessor as a result of the work to be performed pursuant to this right to enter the premises prior to State's acceptance and occupancy of the premises, to the extent authorized by Government Code section 14662.5. Lessor agrees to indemnify and hold State and its agents, contractors or other representatives harmless from and against any claims, damages, injury or other harm suffered by reason of the negligence or other wrongful act of Lessor or any of Lessor's agents, contractors, or other representatives.

In no event shall the exercise of this right of entry be construed so as to cause an acceleration of the occupancy date of this lease or the obligation of the State to pay rent.

Lessor and State shall each make all reasonable efforts to ensure that the respective construction and installation work is scheduled in such a manner so as to not interfere with or delay the other.

In the event that one or the other party causes a delay in the other party's work, such injured party shall be compensated in the following manner:

Delays caused by the Lessor:

Credit the State a compensating day of delay in the occupancy date and corresponding day of delay in payment of rent.

Delays caused by the State:

Credit the Lessor a compensating day of payment of rent from the actual date of occupancy.

Compensation will be in one day increments.

The parties agree that this shall be the sole remedy for delay, in that the calculation of damages in any other manner is too uncertain and not susceptible of accurate determination.

**Early
Occupancy**

8. Lessor agrees that if the leased premises are ready for occupancy prior to the completion date specified above in Paragraph 6, State may elect to occupy the premises on the earliest date practical after its receipt of the herein required completion notice. The rent payable for any such early occupancy by the State shall be at the rate of \$15,830.10 per month and shall be prorated on a daily basis for any partial month.

**Time limit and
Prior Tenancy**

9. No rental shall accrue under this lease, nor shall the State have any obligation to perform the covenants or observe the conditions herein contained until the leased premises have been made ready for occupancy in accordance with the provisions hereof. It is specifically agreed that in the event the leased premises are not completed and ready for occupancy by the State on or before December 1, 2021, then and in that event the State may, at its option and in addition to any other remedies it may have, terminate this lease and be relieved of any further obligations hereunder, providing that a fair and reasonable allowance for the following delays shall be added to said time for completion:

- A. Acts of the State, its agents or employees, or those claiming under agreement with or grant from the State; or by
- B. The acts of God, which Lessor could not reasonably have foreseen or guarded against; or by
- C. Any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond control of Lessor, and which cannot be reasonably overcome; or by
- D. Restrictive regulations by the Federal Government which are enforced in connection with a National Emergency.

In the event that the State elects to occupy premises before the work on the premises specified in Exhibit A, B, and C is fully completed, the State will provide the Lessor with a punch

list of work remaining to be completed (referenced as the State's "Punch List"). Lessor agrees that Lessor shall complete the remaining work no later than 14 calendar days from the date of receipt of said Punch List. If said Punch List is not completed within the specified 14-day period, Lessor agrees that, beginning on the first day after said 14-day period following occupancy of premises by the State, rent may at the State's sole option be reduced to \$11,081.07 which is seventy percent (70%) of the base rent specified in paragraph 4 herein (excluding any amortization payments) until such time that the Punch List work is completed in full and that such completion of work is inspected and accepted by the State. The portion of the rent specified for amortization of tenant improvements, if any shall continue to be paid in full without interruption.

It is understood and agreed that the rent reduction specified above does not relieve Lessor of its obligation to complete said work and the State shall maintain all other remedies specified in the Lease.

It is understood by all parties hereto that it shall be the Lessor's responsibility to remove any prior tenant.

Conformity to Exhibits

10. Occupancy of the leased premises by the State shall not relieve Lessor in any respect from full compliance at all times with aforesaid Exhibits "A" and "B" and "C". It is further understood and agreed that any installation not in conformity with said Exhibits "A" and "B" and "C" shall be immediately corrected by the Lessor at Lessor's sole cost and expense. In the event Lessor shall, after receiving notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, fail, refuse or neglect to remedy such condition, State may terminate this lease without further obligation, or as to such specified condition, at its option and in addition to any other remedy the State may have, withhold rent due and bring the leased premises into conformity with said Exhibits at its own cost including State's Administrative costs, if any, and deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

Asbestos

11. Lessor hereby warrants and guarantees that the space leased to the State will be operated and maintained free of hazard from Asbestos Containing Materials (ACM) and agrees to the conditions for survey, testing, and abatement of ACM described in Exhibit "B" as applicable. Lessor specifically agrees that, in the event the State elects to exercise its rights under the provisions of Paragraph 16 of this lease, any costs related to abatement or hazard from asbestos shall be the Lessor's responsibility as described in the aforementioned Exhibit "B."

Parking

12. ~~Lessor, at Lessor's sole cost and expense, shall clearly mark the parking spaces described hereinabove as assigned to the State of California. Said Parking spaces will be arranged and maintained so as to provide unobstructed access to each parking space at any time. In addition to any assigned parking spaces, State and its invitees shall have equal access to common spaces provided to all tenants on a first-come, first-served basis.~~

Services, Utilities, and Supplies

13. Lessor, at Lessor's sole cost and expense, during the term of this lease shall furnish the following services, utilities, and supplies to the area leased by the State, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., which State shares with other tenants, if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.
- B. Elevator (if any) service.
- C. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for State's operations.
- D. Janitorial services sufficient to maintain the interior in a clean well-maintained condition; that is, to eliminate all visible dust, dirt, litter, grime, stains, smears, finger marks, etc., to the greatest practical degree possible, by performing at least the following:

Daily:

- (1) Empty and clean all trash containers and dispose of all trash and rubbish.
- (2) Clean and maintain in a sanitary and odor-free condition all floors, wash mirrors, basins, toilet bowls, and urinals.
- (3) Furnish and replenish all toilet room supplies (including soap, towels, seat covers, toilet tissue, and sanitary napkins). Furnish and replenish paper towel supply in all areas of the leased space.
- (4) Sweep or dust mop all hard surface floors, and carpet sweep all carpeted areas, including stairways and halls. Offices with hard surface floors in the public lobby area shall be damp-mopped daily.
- (5) Remove finger marks and smudges from all glass entrance doors.
- (6) Specifically check, and if action is needed, then:
 - a. Dust the tops of all furniture, counters, cabinets, and windowsills, (which are free of interfering objects).
 - b. Remove spots and/or spills from the carpets, floors, and stairways.

As needed, but not less frequently than:

Twice Weekly: Vacuum all carpets.

Weekly:

- (1) Damp mop all hard surface floors.
- (2) Dust all window blinds.
- (3) Treat stainless steel fountains and sinks to eliminate stains and mineral deposits.
- (4) Spot clean the walls.

Quarterly:

- (1) Strip all hard surface floors and apply a new coat of floor finish; buff as necessary to produce a uniformly shining appearance.
- (2) Treat carpets for static electricity control (if not integrated in the fabric).

Semi-annually: Wash all windows, window blinds, light fixtures, walls, and painted surfaces.

Annually:

- (1) Steam clean carpets to remove all stains and spots.
- (2) Clean window coverings.

In the event of failure by the Lessor to furnish any of the above services or supplies in a satisfactory manner, the State may furnish the same at its own cost; and, in addition to any other remedy the State may have, may deduct the amount thereof, including State's administrative costs, from the rent that may then be, or thereafter become due hereunder.

Repair and Maintenance

14. A. During the lease term, the Lessor shall maintain the leased premises in good repair and tenantable condition, so as to minimize breakdowns and loss of the State's use of the premises caused by deferred or inadequate maintenance, including, but not limited to:

- (1) Generally maintaining the leased premises in good, vermin-free, operating condition and appearance.
- (2) Furnishing prompt, good quality repair of the building, equipment, and appurtenances.

- (3) Furnishing preventative maintenance, including, but not limited to, manufacturer's recommended servicing of equipment such as elevator (if any), heating, ventilating and air conditioning equipment, and fixtures.
 - (4) Furnishing ongoing maintenance and prompt repair of any and all existing special equipment and systems and all special equipment and systems referenced in Exhibits A and B including but not limited to, security and access control systems, fire suppression systems, special HVAC systems for computer rooms, and UPS systems.
 - (5) Furnishing and promptly replacing any inoperative light bulbs, fluorescent tubes, ballast, starters, and filters for the heating, ventilating and air conditioning equipment as required.
 - (6) Furnishing remedial painting as necessary to maintain the premises in a neat, clean and orderly condition.
 - (7) Annual testing and maintenance of all fire extinguishers in or adjacent to the leased premises.
 - (8) Repairing and replacing as necessary intra-building network cable and inside wire cable used for voice and data transmission.
 - (9) Repairing and replacing parking lot bumpers and paving as necessary. Repaint directional arrows, striping, etc., as necessary.
 - (10) On a weekly basis, sweeping parking areas and sidewalks, maintaining landscaped areas, including sprinklers, drainage, etc., in a growing, litter-free, weed free, and neatly mowed and/or trimmed condition.
 - (11) Repairing and replacing floor covering as necessary. Lessor, at Lessor's sole cost, shall arrange for moving of furniture and equipment prior and subsequent to the repairing or replacement of floor covering.
 - (12) Keeping all walkways, parking lots, entrances, and auxiliary areas free of snow, water, oil spills, debris, or other materials which may be hazardous to users of the building.
- B. Lessor shall provide prompt repair or correction for any damage except damage arising from a willful or negligent act of the State's agents, employees or invitees.
- C. Except in emergency situations, the Lessor shall give not less than 48 hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.
- D. In case Lessor, after notice in writing from the State requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse or neglect to comply with such notice, or in the event of an emergency constituting a hazard to the health or safety of the State's employees, property, or invitees, the State may terminate this lease without further obligation or at its option, perform such maintenance or make such repair at its own cost and, in addition to any other remedy the State may have, may withhold rent due and deduct the amount thereof, including necessary costs incurred by the State required for the administration of such maintenance and repairs, from the rent that may then be or thereafter become due hereunder.

Painting

15. In addition to any painting completed prior to the commencement of this lease, and touch-up painting required after initial occupancy upon receipt of written request from the State, Lessor agrees at Lessor's sole cost and expense to repaint all painted surfaces ([X] interior and [] exterior) of the leased premises in accordance with the attached Exhibits "A" and "B". In no event shall Lessor be required to repaint more than once during the first sixty (60) month period of this lease after the painting completed prior to the commencement date, and once during any succeeding sixty (60) month period. Lessor shall, within forty-five (45) days from the giving of any such notice, arrange for and complete the painting. All painting of interior premises shall be performed after business hours or as otherwise agreed upon by the State. Colors are to be approved by the State. Lessor, at Lessor's sole cost, shall arrange for moving of furniture and

equipment prior and subsequent to the repainting, and provide drop cloths, and covers as necessary.

**Change
Orders and
Alterations**

16. The State shall have the right during the existence of this lease to make change orders and alterations; attach fixtures; and erect additions, structures, or signs in or upon the leased premises. Such fixtures, additions, structures, or signs so placed in or upon or attached to the premises under this lease or any extension hereof shall be and remain the property of the State and may be removed therefrom by the State prior to the termination or expiration of this lease or any renewal or extension hereof, or within a reasonable time thereafter.

In the event alterations, fixtures, additions, structures, or signs in or upon the leased premises are desired by State and State elects not to perform the work, any such work, when authorized in writing by the State shall be performed by the Lessor in accordance with plans and specifications provided by State. Lessor agrees to obtain competitive bids from at least three licensed contractors and to contract with the lowest bidder. Lessor further agrees that the overhead and profit for the work shall not exceed fifteen percent (15%) total for Lessor and any general contractor combined. Within forty-five (45) days after receiving Lessor's notice of completion of the requested work and an invoice requesting payment therefor, together with a complete detailed accounting of all costs for each trade, State agrees to reimburse Lessor by a single total payment for the cost of such work.

**Assignment
and
Subletting**

17. The State shall not assign this lease without prior written consent of the Lessor, which shall not be unreasonably withheld, but shall in any event have the right to sublet the leased premises.

**Quiet
Possession**

18. The Lessor agrees that the State, while keeping and performing the covenants herein contained, shall at all times during the existence of this lease, peaceably and quietly have, hold, and enjoy the leased premises without suit, trouble, or hindrance from the Lessor or any person claiming under Lessor.

Inspection

19. The Lessor reserves the right to enter and inspect the leased premises at reasonable times, and to render services and make any necessary repairs to the premises.

Destruction

20. If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the leased premises unusable for the purpose intended, Lessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, State, in either such event, at its option may terminate this lease or, upon notice to Lessor, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.

In the event of any such destruction other than total, where the State has not terminated the lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten percent (10%), the State shall have the option

to terminate this lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and State.

In the event the State remains in possession of said premises though partially damaged, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the total net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

It is understood and agreed that the State or its agent has the right to enter its destroyed or partially destroyed leased facilities no matter what the condition. At the State's request, the Lessor shall immediately identify an appropriate route through the building to access the State leased space. If the Lessor cannot identify an appropriate access route, it is agreed that the State may use any and all means of access at its discretion in order to enter its leased space.

**Subrogation
Waived**

21. To the extent authorized by any fire and extended coverage insurance policy issued to Lessor on the herein leased premises, Lessor hereby waives the subrogation rights of the insurer, and releases the State from liability for any loss or damage covered by said insurance.

**Prevailing
Wage
Provision**

22. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

A. Lessor/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.

B. The Lessor/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which Lessor will post at the job site. All prevailing wage rates shall be obtained by the Lessor/contractor from:

Department of Industrial Relations
Division of Labor Statistics and Research
455 Golden Gate Avenue, 8th Floor
San Francisco, California 94102
Phone: (415) 703-4774
Fax: (415) 703-4771

For further information on prevailing wage: http://www.dir.ca.gov/dlsr/statistics_research.html

C. Lessor/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.

D. Lessor/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.

E. Prior to commencement of work, Lessor/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.

**Fair
Employment
Practices**

23. During the performance of this lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of

Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding State agency to implement such article.

**DVBE
Participation**

24. The State of California supports the use of Disabled Veteran Business Enterprise (DVBE) and we encourage the Lessor to utilize DVBEs when contracting for tenant improvements and services. Lessor shall complete the DVBE Program Certification Sheet (Form F) attached in Exhibit "C" herein prior to acceptance and occupancy of this lease. Lessor may refer to the following internet link for DVBE guidelines and instructions.

[Disabled Veteran Business Enterprise \(DVBE\) Program Guidelines](#)

**Service
Companies**

25. Within fifteen (15) days after occupancy of the leased premises by the State, Lessor shall provide the State with the name, address, and telephone number of an agency or person convenient to the State as a local source of service regarding the Lessor's responsibilities under this lease as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances.

Service Credit

26. Lessor agrees that the rental provided under the terms of Paragraph 4 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Lessor in accordance with Paragraph 13 hereof. In the event the State vacates the premises prior to the end of the term of this lease, or, if after notice in writing from the State, all or any part of such services, utilities, or supplies for any reason are not used by the State, then, in such event, the monthly rental as to each month or portion thereof as to which such services, utilities, or supplies are not used by the State shall be reduced by an amount equal to the average monthly costs of such unused services, utilities, or supplies during the six-month period immediately preceding the first month in which such services, utilities, or supplies are not used.

Holding Over

27. In the event the State remains in possession of the premises after the expiration of the lease term, or any extension or renewal thereof, this lease shall be automatically extended on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable. If the last rental amount shown in Paragraph 4 included the amortization of a capital sum expended by Lessor for certain alterations and improvements, as described in a separate paragraph herein, and the capital sum has been fully amortized, the holdover rent shall be reduced by the amount of the monthly amortization. If the State fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the State occupies the premises following the effective date of termination.

**Surrender of
Possession**

28. Upon termination or expiration of this lease, the State will peacefully surrender to the Lessor the leased premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which State has no control or for which Lessor is responsible pursuant to this lease. The State shall have no duty to remove any improvements or fixtures placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event State elects to remove any such improvements or fixtures and such removal causes damages or injury to the leased premises, and then only to the extent of any such damage or injury.

**Time of
Essence,
Binding upon
Successors**

29. Time is of the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

No Oral Agreements

30. It is mutually understood and agreed that no alterations or variations of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

Service Contracts Wages and Benefits

31. All janitorial and housekeeping services, custodians, food services workers, laundry workers, window cleaners and security guards provided by Lessor pursuant to the provisions of this lease, shall be in full compliance with the requirements of Government Code (GC) 19134 if applicable, including but not limited to the following:

- A. Lessor agrees that service contract agreements for such services will provide employee wages and benefits that are valued at eighty-five (85%) of the State Employer cost of providing comparable wages and benefits to state employees performing similar duties. For these purposes, benefits include health, dental, vision, retirement, holiday pay, sick pay and vacation pay.
- B. Lessor shall ensure that each contractor and subcontractor providing such services is provided a copy of the applicable regulations for GC 19134.
- C. Lessor agrees to certify on a quarterly basis that all contracts executed by Lessor are in compliance with GC 19134.
- D. Lessor agrees to include in the service contract agreements the applicable reporting, audit and termination for breach provisions as described in the applicable regulations for GC 19134.

Accessibility Compliance

32. Lessor shall be solely responsible for compliance with all applicable accessibility standards, Federal and State statutes and regulations, including the Americans with Disabilities Act, and shall ensure that the premises are fully accessible by all persons. Lessor guarantees that the premises comply with all applicable accessibility standards upon State's occupancy of the leased premises. When an accessibility issue or concern arises, Lessor shall be responsible for upgrading or retrofitting the premises to address the accessibility issue or concern and ensure that current accessibility standards are met. Upon notice from State, Lessor shall have 30 days to begin work to address any identified accessibility issues or concerns. Lessor shall begin work and diligently pursue such work to completion within a time frame mutually agreed upon in writing by the parties. In the event Lessor fails to either begin work within the 30-day notice period or pursue such work diligently to completion within the mutually agreed time frame, State shall have the right, but not the obligation, to address the accessibility issue or concern within the Leased Premises at its cost and expense, and deduct such cost and expense from the monthly rent. Lessor shall indemnify, defend and hold State harmless from any claims or damages arising from or related to failure to comply with accessibility standards or claims or damages arising from or related to lack of access to the premises or portions thereof.

Construction-Related Accessibility Standard Compliancy Act

33. Pursuant to California Civil Code §1938, the Lessor states that the leased premises:
- have not undergone an inspection by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the premises, the Lessor may not prohibit the tenant from obtaining a CASp inspection of the premises for occupancy by the tenant, if requested by the tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.
 - have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of the current disability access inspection certificate and any

inspection report to the State within seven days of the date of execution of the lease pursuant to subdivision (b).

- have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the leased premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.53 et seq. Lessor shall provide a copy of any inspection report to the State prior to the execution of the Lease. If the report is not provided to the State at least 48 hours prior to execution of the lease, the State shall have the right to rescind the lease, based upon the information contained in the report, for 72 hours after execution of the lease.

**Executive
Order N-6-22
– Russia
Sanctions**

34. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**Superseding
An Existing
Lease**

35. Effective upon acceptance and occupancy of this space hired herein, this lease supersedes and cancels that certain lease for premises located at 44-199 Monroe Street, Indio, California, dated March 25, 2011, as amended October 22, 2019, by and between County of Riverside as Lessor, and the State of California by and through its Director of the Department of General Services.

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IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the dates written below

STATE OF CALIFORNIA

LESSOR

Approval Recommended

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
ASSET MANAGEMENT BRANCH

COUNTY OF RIVERSIDE,
A POLITICAL SUBDIVISION OF THE
STATE OF CALIFORNIA
COUNTY:

By [Signature]
Koren Howell, Real Estate Officer
Real Estate Leasing and Planning Section

By: [Signature]
Kevin Jeffries, Chair
Board of Supervisors

Date 9/12/2023

Date 8/29/23

Approved:

ATTEST:
Kimberly Rector
Clerk of the Board

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

By: [Signature]
Deputy

By [Signature]
Brian Hensley, Leasing Manager
Real Estate Leasing and Planning Section

Date 8/29/23

Date Sept 12, 2023

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: [Signature]
Caroline K. Monroy Braden Holly
Deputy County Counsel

Date 8/1/23

