

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



ITEM: 3.20  
(ID # 24426)

MEETING DATE:  
Tuesday, June 04, 2024

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT, REAL ESTATE (FM-RE): Approval of the Telecommunications License Agreement between the County of Riverside and Level 3 Telecom of California, LP, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 1. [\$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 Section 15061 (b)(3), "Common Sense" Exemption;
2. Approve the attached Telecommunications License Agreement between the County of Riverside, a political subdivision of the State of California, and Level 3 Telecom of California, LP, a Delaware limited partnership, and authorize the Chair of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or 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 attached Notice of Exemption with the County Clerk and State Clearinghouse within five (5) working days of approval by the Board.

ACTION:Policy

  
Rose Salgado, Director of Facilities Management 6/10/2024

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: June 4, 2024  
xc: FM-RE, Recorder/State Clearinghouse

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS N/A</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	23/24 - 33/34

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

**BACKGROUND:**

**Summary**

On August 31, 2006, Riverside Centre Associates, L.P., a California limited partnership, entered into an agreement with Time Warner Telecom of California, L.P., California limited partnership, for the purposes of providing telecommunications services to the occupants of 3403 Tenth Street, Riverside, CA, 92501 (Original License).

The County of Riverside, a political subdivision of the State of California, (County) acquired the property at 3403 Tenth Street (Riverside Centre) in October of 2012 and assumed Time Warner Telecom as a tenant under the terms formerly agreed upon with the prior owner, Riverside Centre Associates, L.P. Time Warner was acquired by Level 3 Telecom of California, LP, a Delaware limited partnership, on June 16, 2014 and assumed and operated all of Time Warner's agreements in place.

The Original License has since expired and the tenant has been operating on a month-to-month tenancy in the interim. The County now desires to enter into a new license agreement with Level 3 Telecom of California, LP to continue the relationship and to provide Riverside Centre's tenants with the same telecommunications services they have utilized since the original license was consummated.

Pursuant to the California Environmental Quality Act (CEQA), and as discussed in detail in the Notice of Exemption, this License Agreement was reviewed and determined to be categorically exempt from CEQA under State Guidelines Section 15301, Class 1- Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption. The proposed project, the License Agreement, is the letting of property involving existing facilities.

This Telecommunications License Agreement is summarized below:

Licensor: County of Riverside  
Facilities Management, Real Estate Division  
3450 14<sup>th</sup> St. Suite 200, Riverside, CA 92501

Licensee: Level 3 Telecom of California, LP

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

1025 Eldorado Blvd., Broomfield, CO 80021

Location: Riverside Centre  
3403 Tenth Street, Riverside, CA, 92501

Term: Ten (10) years commencing on the Effective Date

Options: Three (3) - Five (5) year terms with written notice from Licensee, Ninety (90) days prior to License expiration

Rent:	<u>Previous</u>	<u>New</u>
	\$200 per month	\$350 per month
	\$2,400 per year	\$4,200 per year

Annual Escalation: Three (3%) percent

**Impact on Residents and Businesses**

This License Agreement will provide internet connectivity to the tenants of the Riverside Centre. The services provided by Level 3 Telecom of California, LP, aid the tenants in their daily business operations and activity.


**ATTACHMENT:**

- RV440 License Agreement
- Notice of Exemption
- Aerial

PC:sc/030520245/RV440/40.043

  
\_\_\_\_\_  
Aaron Gettis, Chief of Deputy County Counsel      5/21/2024

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> St, 2<sup>nd</sup> Floor, Riverside, CA

<b>F I L E D / P O S T E D</b>		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202400603 06/05/2024 08:29 AM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

**NOTICE OF EXEMPTION**

March 28, 2024

**Project Name:** Approval of Telecommunications License Agreement Between County of Riverside and Level 3 Telecom of California, LP at the Riverside Centre

**Project Number:** FM047611044000

**Project Location:** 3403 Tenth Street, west of Lime Street, Riverside, California, 92501, Assessor's Parcel Number (APN) 215-120-005

**Description of Project:** On August 31, 2006, Riverside Centre Associates, L.P., a California limited partnership, entered into an agreement with Time Warner Telecom of California, L.P., California limited partnership, for the purposes of providing telecommunications services to the occupants of 3403 Tenth Street, Riverside, CA, 92501 (original license). The County of Riverside, a political subdivision of the State of California, (the County) acquired the property at 3403 Tenth Street (Riverside Centre) in October of 2012 and assumed Time Warner Telecom as a tenant under the terms formerly agreed upon with the prior owner, Riverside Centre Associates, L.P. Time Warner was acquired by Level 3 Telecom of California, LP, a Delaware corporation, on June 16, 2014 and assumed and operated all of Time Warner's agreements in place.

The original license agreement has since expired and the tenant has been operating on a month-to-month tenancy in the interim. The County now desires to enter into a new license agreement with Level 3 Telecom of California, LP to continue the relationship and to provide the County's tenants with the same telecommunications services they have utilized since the original license was consummated. The License Agreement with Level 3 Telecom of California, LP for continued telecommunications services at the Riverside Centre is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is limited to continued use of telecommunications equipment and no expansion of the existing facility will occur. The operation of the drainage facilities will continue to provide flood control services. No additional direct or indirect physical environmental impacts are anticipated.

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

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

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

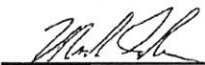


**Reasons Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State 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 Licensing Agreement, permitting continued use of existing communications equipment.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to the continued use of communications equipment at the Riverside Centre. The communications services would not increase or expand the use of the sites; and the use is limited to the continued use of the sites in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The License Agreement would allow the tenant to continue operating telecommunications equipment at the Riverside Centre. No change will occur to the ongoing use of the facilities and no new environmental impacts to the surrounding area would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: \_\_\_\_\_



Mike Sullivan  
County of Riverside, Facilities Management

Date: 3-28-2024

Telecommunications License Agreement  
 LICENSOR: County of Riverside, a political subdivision of the State of California  
 LICENSEE: Level 3 Telecom of California, LP, a Delaware limited partnership  
 Riverside Centre  
 3403 10<sup>th</sup> St., Riverside, CA 92501

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**EXHIBITS**

- Exhibit A – Site Plan & Equipment Location**
- Exhibit B – FM Building Maintenance Service Standard**
- Exhibit C – Rules and Regulations**
- Exhibit D – Parking Structure Regulations**

JUN 04 2024 3.20

## PREAMBLE

This Telecommunications License Agreement, hereinafter referred to as the “**Agreement**” dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by and between the COUNTY of RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as “COUNTY” or “LICENSOR” and Level 3 Telecom of California, LP, a Delaware limited partnership, hereinafter referred to as “LICENSEE”. It is hereby agreed as follows:

### 1. Property and Premises

COUNTY is the owner of the real estate commonly known as The Riverside Centre at 3403 10<sup>th</sup> St., Riverside, CA 92501 with Assessor’s Parcel Number 215-120-005 (“Property”) as described on attached Site Plan and Equipment location, Exhibit “A”, attached hereto and incorporated herein. Subject to the following terms and conditions, LICENSOR grants to LICENSEE a license to that portion of LICENSOR's Property depicted and described in Exhibit "A", consisting of equipment space including all applicable easements and utilities (collectively, the "Premises").

### 2. Use

- a. The Premises may be used by LICENSEE for any lawful activity in connection with the provision of communications services, including without limitation, the transmission, and the reception of communications signals on various frequencies and the construction, maintenance, repair, replacement, upgrade and operation of related communications facilities. COUNTY agrees, at no expense to COUNTY, to cooperate with LICENSEE, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for LICENSEE’s intended use of the Premises.
- b. LICENSEE shall comply with the Rules and Regulations attached hereto as Exhibit “C” and incorporated herein, and all reasonable, non-discriminatory modifications or additions thereto and shall use commercially reasonable and diligent efforts to cause LICENSSEE’s Affiliates and others who use or access any portion of the Project with LICENSEE’s express or implied permission to also comply with the Rules and Regulations. Any additions or modifications to the Rules and Regulations shall be binding on LICENSEE when delivered to LICENSEE. COUNTY shall not incur any Liabilities to LICENSEE or LICENSEE’s Affiliates arising from or in connection with the nonperformance of any of the Rules and Regulations by any other tenants or occupants of the Project.

### 3. Term

- a. The initial term of this Agreement (“**Initial Term**”) shall be ten (10) years commencing on the **Effective Date**.
- b. LICENSEE shall have options for renewal of this Agreement, under the terms and conditions set forth in this Agreement for three (3) additional five (5) year terms (each a “Renewal Term”) upon written acknowledgement and delivery of notice to extend the term at least ninety (90) days prior to the expiration of the License. Additionally, written acknowledgement and delivery of the option to extend during each Renewal Term must be received by the COUNTY at least ninety (90) days prior to the expiration of the then Renewal Term. In the event that the LICENSEE fails to submit written notice to the COUNTY within the aforementioned deadline during either the Initial Term or the Renewal Term, this Agreement will terminate. The Initial Term and the Renewal Term, if any, shall be collectively referred to as the “Term.” In no case shall any further extensions be granted without the approval of the Board of Supervisors.

#### **4. Holding Over**

Any holding over by LICENSEE after the termination or expiration of this Agreement shall constitute a month-to-month tenancy and shall be charged at a rate of the last Rent paid before the expiration or termination of the Agreement plus the annual escalation of three percent (3%), and all other terms and conditions of this Agreement shall remain in full force and effect.

#### **5. Rent**

- a. Commencing on the first day of the month after the execution of this Agreement (“Rent Commencement Date”), LICENSEE shall pay COUNTY, as rent, the sum of Three Hundred and Fifty Dollars (\$350.00) (“Rent”) per month. Rent shall be payable on the 1st day of each month, in advance, to COUNTY at COUNTY’s address specified in Paragraph 24 of this Agreement. In any partial month occurring after the Rent Commencement Date, Rent will be prorated.
- b. On the anniversary of the Rent Commencement Date during the Initial Term, and each year thereafter, including throughout any Renewal Terms exercised, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year.

#### **6. Improvements; Access**

- a. LICENSEE has the right to construct, maintain, install, repair, replace, upgrade, and operate on the Premises, communications facilities, including but not limited to, transmitting, and receiving equipment, batteries, installing fiber connections between the Premises and the nearest appropriate utilities provider(s) and installing additional appurtenant equipment on the Property made a part hereof, (“LICENSEE’s Facilities”). In connection therewith, the LICENSEE has the right to do all work necessary to prepare, add, maintain, and alter the Premises for LICENSEE’s communications operations. LICENSEE shall have the right to install any warning signs on or about the Premises required by federal, state, or local law. All of LICENSEE’s construction and installation work shall be performed at LICENSEE’s sole cost and expense and in a good and workmanlike manner. Title to LICENSEE’s Facilities and any equipment placed on the Premises by LICENSEE shall be held by LICENSEE or its assigns. LICENSEE’s Facilities shall not be considered fixtures. LICENSEE has the right to remove any or all of LICENSEE’s Facilities at its sole expense on or before the expiration of this Agreement or within ninety (90) days after an early termination of this Agreement. All portions of LICENSEE’s Facilities brought onto the Property by LICENSEE will be and remain LICENSEE’s personal property and, at LICENSEE’s option, may be removed by LICENSEE at any time during the Term of this Agreement. COUNTY covenants and agrees that no part of the LICENSEE’s Facilities constructed, erected, or placed on the Premises by LICENSEE will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the COUNTY that all improvements of every kind and nature constructed, erected, or placed by LICENSEE on the Premises will be and remain the property of LICENSEE and may be removed by LICENSEE at any time during the Term of this Agreement.
- b. LICENSEE shall comply and remain in compliance with all conditions as set forth in any Conditions of Approval issued by the appropriate jurisdiction and all other applicable local, state and federal government requirements and regulations.
- c. COUNTY shall provide access to LICENSEE, LICENSEE’s employees, agents, contractors and subcontractors to the leased Premises during normal business hours. Any access desired by LICENSEE outside of normal business hours may be coordinated with building maintenance and security.



- d. LICENSEE shall follow all Parking Structure Regulations, which are attached hereto as Exhibit "D" and by this referenced incorporated herein.

## **7. Site Safety and Cleanliness**

LICENSEE shall maintain a clean and safe working environment. The COUNTY reserves the right to remove or expel from the Property and Premises, any personnel, including contractors, observed working in violation of the requirements of this Agreement.

## **8. Maintenance, Repairs Right to Enter**

- a. LICENSEE shall, at all times from and after the Commencement Date, at its own cost and expense, properly mark and identify LICENSEE's equipment. LICENSEE shall maintain the Premises and all of LICENSEE's equipment and improvements therein in reasonably clean and good condition and in a reasonably safe operating order. LICENSEE shall, prior to expiration of this Agreement or within ninety (90) days after the earlier termination thereof, surrender the Premises to COUNTY in good condition, less ordinary wear and tear.
- b. LICENSEE shall, upon receipt of no less than seventy-two (72) hours prior, written notice and in the presence of a LICENSEE representative, permit COUNTY, or its authorized representatives, to enter the Premises at all times during usual business hours (identified as Monday through Friday between the hours of 8:00am and 5:00pm) to inspect the same, and to perform any work therein (a) that may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, (b) that COUNTY may deem necessary, in COUNTY's reasonable discretion, to prevent waste or deterioration within the Premises if LICENSEE does not make, or cause to be made, such repairs or perform, or cause to be performed, such work promptly after receipt of written demand from COUNTY, and (c) that COUNTY may deem reasonably necessary in connection with the expansion, reduction, remodeling, protection or renovation of any COUNTY-constructed or owned facilities on or off of the Premises. Nothing herein contained shall imply any duty on the part of COUNTY to do any such work which, under any provision of this Agreement, LICENSEE may be required to do, nor shall COUNTY's performance of any repairs on behalf of LICENSEE constitute a waiver of LICENSEE's default in failing to do the same. No exercise by COUNTY of any rights herein reserved shall entitle LICENSEE to any compensation, damages, or abatement of Rent from COUNTY for any injury or inconvenience occasioned thereby, unless the damage is caused by COUNTY's negligence or misconduct.

## **9. Change in Equipment**

LICENSEE shall not cause or permit any change of any equipment installed by LICENSEE pursuant to this Agreement which materially and adversely affects the aesthetic appearance of LICENSEE's Facilities, as initially approved by County hereunder, when viewed by the general public from areas which are readily accessible to the general public at street level and in the immediate vicinity of the Premises, except upon making a written request to COUNTY for each such transaction and the obtaining of COUNTY's prior written consent, said consent not to be unreasonable withheld, conditioned, or delayed. Upon notification of County's written consent pursuant to this Section 9, LICENSEE shall notify staff at the address included in Section 23 below. Notwithstanding the foregoing, LICENSEE shall, upon notice to County, be permitted to perform equipment replacements with equipment that is of a "like kind" or substantially similar in nature. Further, in no event shall LICENSEE be required to obtain County's approval for any equipment changes or improvements within the footprint of the Premises leased to LICENSEE, or for any other changes or improvements which do not materially and adversely affect the aesthetic appearance of LICENSEE's Facilities initially approved by County hereunder, when viewed by the general public from areas which are



readily accessible to the general public at street level and in the immediate vicinity of the Premises. For those alterations or improvements requiring County permits, entitlements, or approvals, in no event shall LICENSOR condition any such approvals on any increase in Rent or any other direct or indirect costs or fees to LICENSEE under this Agreement.

#### **10. Equipment Installation by Licensee**

- a. LICENSEE shall have the right, but not the obligation, at any time following the Effective Date of this Agreement, to enter the Premises, provided that the Site Access provisions have been met, for the purpose of making necessary inspections and engineering surveys and other reasonably necessary tests (collectively "Tests") to determine the suitability of the Premises for LICENSEE's operations.
- b. Starting on the Effective Date of this Agreement, LICENSEE has the right to install, maintain, repair, replace, modernize, and operate LICENSEE's Facilities on the Premises in compliance with the terms of this Agreement.
- c. LICENSEE shall comply with applicable federal, state, or local signage requirements with respect to LICENSEE's Facilities and use and occupancy of the Premises. LICENSEE shall, at its own expense, procure all such signage and submit the same to staff for review and approval, which shall not be unreasonably withheld, conditioned, or delayed, for installation within 90 (ninety) days after equipment installation is completed.
- d. Prior to any changes to the construction of LICENSEE's Facilities and/or Premises, LICENSEE shall present construction drawings to COUNTY and COUNTY's site supervisor for review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. COUNTY shall have ninety (90) days to provide comments in writing to LICENSEE. If no response has been received by LICENSEE within such ninety (90) days, such drawings and design will be deemed approved by COUNTY. Notwithstanding the foregoing, COUNTY shall not be entitled to additional consideration in connection with reviewing any such constructions drawings.

#### **11. Disposition of Licensee's Equipment**

- a. During the Term of this Agreement, all wires, equipment, and other personal property placed on within the Premises by LICENSEE shall remain the property of LICENSEE and shall be removed by LICENSEE, at its sole cost and expense, within ninety (90) days after expiration or termination of LICENSEE's tenancy.
- b. Should LICENSEE fail to remove said equipment and personal property within ninety (90) days after expiration or termination of the Agreement, COUNTY may do so at the risk of LICENSEE. LICENSEE shall pay all costs and expenses reasonably incurred by COUNTY in such removal of LICENSEE's personal property and equipment within thirty (30) days after LICENSEE's receipt of COUNTY's invoice and supporting documentation.
- c. LICENSEE may, however, with written consent of the COUNTY, abandon in place any and all of LICENSEE's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in the COUNTY and COUNTY shall take possession of such equipment and personal property in their then "as is" condition without any representation or warranty from LICENSEE as to their merchantability or fitness for any particular purpose.

#### **12. Contract Support**

In the event COUNTY needs to contact LICENSEE outside of business hours regarding LICENSEE's Facilities, COUNTY shall contact LICENSEE's Network Operations Center at (800) 264-6620.

### **13. Utilities**

- a. Subject to the Rules and Regulations, described in Exhibit "C", LICENSEE shall have the right to install utilities, at LICENSEE's expense, subject to COUNTY's approval of the location, which approval shall not be unreasonably withheld, conditioned or delayed. LICENSEE shall have the right to place utilities on COUNTY's Property in order to service the Premises and LICENSEE's Facilities.
- b. LICENSEE shall fully and timely pay for all utilities furnished to the Premises for the use, operation and maintenance of LICENSEE's Facilities.

### **14. FCC Licenses**

LICENSEE represents that it previously has provided the COUNTY with copies of the licenses issued to LICENSEE by the Federal Communications Commission ("FCC") for the frequencies within which LICENSEE operates at the Property. LICENSEE shall ensure the licenses are kept current including updating any contact information contained in the FCC licenses.

### **15. Workmanship Standard**

The installation and maintenance of the electronic equipment of LICENSEE shall be performed in a neat and workmanlike manner and shall conform in all respects to the applicable required fire, safety and construction standards applicable to such installation by the COUNTY as required by state, federal, or local law.

### **16. Employees and Agents of LICENSEE**

It is understood and agreed that all persons hired or engaged by LICENSEE shall be considered to be employees or agents of LICENSEE and not of COUNTY.

### **17. Permits, Licenses and Taxes**

- a. LICENSEE shall secure, at its expense, all necessary permits and licenses as it may be required to obtain to lawfully undertake any work to be performed pursuant to this Agreement, and LICENSEE shall pay for all required fees and taxes in connection therewith. COUNTY will cooperate with LICENSEE, at no expense to COUNTY, in LICENSEE's effort to obtain such approvals in connection with said permits, licenses or other approvals.
- b. LICENSEE recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that LICENSEE may be subject to the payment of property taxes levied on such interest. If personal property taxes are assessed, LICENSEE shall pay any portion of such taxes directly attributable to LICENSEE's equipment. LICENSEE acknowledges that this Agreement may create a possessory interest that will subject the property to taxation, and further agrees to pay any such obligation. The Property is, and shall remain, tax exempt as long as County of Riverside remains the owner of the Property. COUNTY shall pay all real property taxes, assessments and deferred taxes on the Property.

### **18. Compliance with Laws**

LICENSEE shall, at LICENSEE's sole cost and expense, comply with the requirements of all local, state and federal statutes, laws, regulations, rules, ordinances, and orders now in force, or which may be hereafter in force, pertaining to the Premises and LICENSEE's use of the Premises as provided by this Agreement. The

final judgment, decree or order of any court of competent jurisdiction, or the admission of LICENSEE in any action or proceedings against LICENSEE that LICENSEE has violated any such statutes, regulations, rules, or ordinances, or orders, in the use of the Premises, shall be conclusive of that fact as between COUNTY and LICENSEE.

**19. Binding on Successors**

LICENSEE and its assigns and successors-in-interest shall be bound by all the terms and conditions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.

**20. Waiver of Performance**

No waiver by COUNTY at any time of any of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions. No waiver by LICENSEE at any time of any of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

**21. Severability**

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

**22. Venue**

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

**23. Notices**

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

**LICENSOR**  
County of Riverside  
Facilities Management  
Real Estate Division  
3450 14<sup>th</sup> Street, Suite 200  
Riverside, CA 92501  
Attn: Deputy Director – Real Estate  
Telephone: (951)955-4820  
FM-Leasing@rivco.org

**LICENSEE:**  
Level 3 Telecom of California, LP  
1025 Eldorado Blvd.  
Broomfield, CO 80021

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

## 24. County Representative

COUNTY hereby appoints the Board of Supervisors as its authorized representative to administer this Agreement.

## 25. Termination

- a. This Agreement, in addition to any other remedies which may be pursued in law or in equity, may be terminated by either party upon a material default of any covenant, condition, or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default, provided, both LICENSOR and LICENSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the cure commences within the thirty (30) day period and the party thereafter continuously and diligently pursues the cure to completion. Delay in curing a default will be excused if due to causes beyond the reasonable control of LICENSOR or LICENSEE, as the case may be.
- b. This Agreement may also be terminated by LICENSEE without further liability on sixty (60) days prior written notice (i) if LICENSEE is unable to reasonably obtain or maintain any certificate, license, permit, authority or zoning approval from any governmental authority, thus, limiting in any way LICENSEE from installing, removing, replacing, maintaining, upgrading or operating LICENSEE's Facilities or using the Premises in the manner described in Paragraph 2 above, or if LICENSEE determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable; or (ii) if LICENSEE determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference.
- c. COUNTY may terminate the Agreement upon thirty (30) days prior written notice to Licensee.
- d. COUNTY shall have the right to immediately terminate this Agreement if:
  - i. In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of LICENSEE as a debtor.
  - ii. In the event that LICENSEE makes a general assignment, or LICENSEE's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.
  - iii. In the event of abandonment of the Premises by LICENSEE.
  - iv. Without cause, upon notice.

## 26. Default

- a. The following shall be deemed events of default by LICENSEE under this Agreement:
  - 1) The Rent provided for in this Agreement remains unpaid for thirty (30) days after LICENSEE receives notice from COUNTY that a Rent payment is overdue.
  - 2) LICENSEE fails to comply with any of the terms, conditions, and covenants herein, and does not cure such default within thirty (30) days after written notice thereof to LICENSEE or, if such default cannot be cured within the thirty (30) day period with reasonable diligence and in good

faith, LICENSEE does not cure such default within one hundred twenty (120) days after the date of such notice.

- 3) Failure by LICENSEE to observe or perform any of the covenants, conditions or provisions of this License and the Exhibits hereto, including the Rules and Regulations, to be observed or performed by LICENSEE, other than those described in this agreement, where such failure shall continue for a period of twenty (20) days after written notice thereof by COUNTY to LICENSEE. Any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 (regarding unlawful detainer) or any successor statute. However, if the nature of these defaults is such that more than twenty (20) days are reasonably required to cure, then LICENSEE shall not be deemed to be in default if LICENSEE commences such cure within the twenty (20)-day period and thereafter diligently completes the cure within sixty (60) days.

## **27. Free From Liens**

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

## **28. Insurance.**

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

- a. Workers' Compensation: If the LICENSEE has employees as defined by the State of California, the LICENSEE shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits of \$1,000,000 per person per accident/disease/policy limit. To the extent permitted by law, the policy shall be endorsed to waive subrogation in favor of the County of Riverside.
- b. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of LICENSOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.
- c. Vehicle Liability:



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

d. Professional Liability:

LICENSOR shall maintain Professional Liability Insurance providing coverage for the LICENSOR'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If LICENSOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and LICENSOR shall purchase at their sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that LICENSOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows. Policy shall name the COUNTY as Additional Insureds.

e. Insurance Requirements for IT Licensee Services: LICENSEE shall procure and maintain for the duration of the contract insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by the LICENSEE, its agents, representatives, or employees. LICENSEE shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by LICENSEE in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. If the LICENSEE maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the LICENSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. Policy shall name the COUNTY as Additional Insureds.

f. General Insurance Provisions – All Lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be eligible to do business in the State of California and have an A M BEST rating of not less than A: VIII (A:8).
- 2) The LICENSEE must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, LICENSEE'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- 3) LICENSEE shall cause LICENSEE'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If LICENSEE insurance carrier(s) policies do not meet the minimum notice requirement found herein, LICENSEE shall cause LICENSEE'S insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.
- 4) In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. LICENSEE shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 5) It is understood and agreed to by the parties hereto that the LICENSEE'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory. 6) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Management's reasonable judgment, the amount or type of insurance carried by the LICENSEE has become inadequate. 7) LICENSEE shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement. 8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY. 9) LICENSEE agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement

## **29. Hold Harmless**

- a. LICENSEE shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of LICENSEE, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of LICENSEE, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. LICENSEE shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense

and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

- b. With respect to any action or claim subject to indemnification herein by LICENSEE, LICENSEE shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes LICENSEE'S indemnification to Indemnitees as set forth herein.
- c. LICENSEE'S obligation hereunder shall be satisfied when LICENSEE has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
- d. The specified insurance limits required in this Agreement shall in no way limit or circumscribe LICENSEE'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.
- e. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the LICENSEE from indemnifying the Indemnitees to the fullest extent allowed by law.

### **30. Assignment**

LICENSEE shall not have the right to assign, mortgage, hypothecate, or otherwise transfer in any manner this Agreement or sublicense the Premises and its rights herein, in whole or in part, without COUNTY's written consent, which consent will not be unreasonably withheld, conditioned or delayed; provided however, that LICENSEE may assign without COUNTY's consent its interest to LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition, or other business reorganization. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder.

### **31. Hazardous Materials**

- a. LICENSEE agrees to abide by all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations, or permits pertaining to the protection of human health and/or the environment.
- b. LICENSEE shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by LICENSEE, its agents, employees, contractors or invitees, except batteries, fuel used in an emergency generator, coolants used for cooling systems, and reasonable amounts of cleaning supplies or materials usually used within the Premises, provided, however, such supplies or materials are reasonably necessary to conduct any improvements, repairs, maintenance, or changes in equipment contemplated in this Agreement. Except as provided herein, LICENSEE shall not cause or permit any other material classified as hazardous to be brought upon, kept, or used in or about the Premises by LICENSEE, its agents, employees, contractors, or invitees, without the prior written consent of COUNTY, which consent shall not be unreasonably withheld, conditioned or delayed so long as LICENSEE demonstrates to COUNTY's reasonable satisfaction that such hazardous material is necessary to LICENSEE's use of the Premises.
- c. During the Term of this Agreement and any extensions thereof, LICENSEE shall not violate any federal, state or local law, or ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the Premises including, but not limited to, soil and groundwater conditions. Further, LICENSEE, its successors, assigns, and sublicenses, shall not use, generate, manufacture,

produce, store, or dispose of on, under or about the Premises or transport to or from the Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous materials").

- d. As used herein, the term "hazardous material(s)" also means (a) any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, codified as 42 U.S.C. Section 6901, et seq., as amended from time to time, and regulations promulgated thereunder; (b) any hazardous substance as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, codified as 42 U.S.C. Section 9601, et seq., and the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65), California Code of Regulations, Title 27, Section 25102, et seq., as amended from time to time, and regulations promulgated thereunder; (c) any "acutely hazardous waste," "extremely hazardous waste," or "hazardous waste" as defined in Chapter 6.5, Article 2 of the California Health and Safety Code, Section 25110, et seq., (d) any oil, petroleum products and their by-products; and (e) any substance which is or becomes regulated by any federal, state, or local governmental authority. Any substance which is exempt from regulation under the definitions or exemptions in any of the statutes, regulations, or ordinances referenced herein is also excluded from the provisions of this Agreement.
- e. COUNTY and LICENSEE agree that any hazardous material permitted on the Premises or the Property of which it is a part, and all containers therefor, shall be used, kept, stored, and disposed of in a manner that complies with all applicable federal, state, and local laws or regulations pertaining to any such hazardous material, and shall not cause public or private nuisance or trespass.
- f. Upon termination of this Agreement and at the written request of COUNTY, LICENSEE, at its sole cost and expense, shall remove in the manner required by applicable law any storage tanks or other hazardous materials located upon the Premises by LICENSEE solely as a result of LICENSEE's actions or the actions of LICENSEE's agents, employees, contractors or invitees.

### **32. Entire Agreement**

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

### **33. Interpretation of Agreement**

The parties hereto negotiated this Agreement at arm's length and with the advice of their respective attorneys, and no provisions contained herein shall be construed against COUNTY solely because it prepared this Agreement in its executed form.

### **34. Future User's Obligation**

In the event COUNTY permits other parties to use space at the Property who are not presently occupying such space and such future parties' equipment causes interference with LICENSEE's equipment, COUNTY shall require such future parties to eliminate such interference.

### **35. Subrogation**

The LICENSEE and COUNTY each agree that the LICENSEE will be responsible for LICENSEE owned equipment located at the Premises and the COUNTY will be responsible for the COUNTY owned property



of which the Premises is a part, and each party hereby waives their right of recovery against the other as a result of any loss or damage to their respective property located at the Premises unless said loss or damage is caused by the negligent or intentional act of the other party, as the case may be.

### **36. Essence of Time**

Time is of the essence for each and all of the terms and provisions of this Agreement and 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.

### **37. Language for Use of Electronic (Digital) Signatures**

This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signatures begin on next page]



IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date written below.

COUNTY:

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

LICENSEE:

Level 3 Telecom of California, LP,  
a Delaware limited partnership

By:  2/28/24

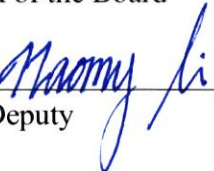
Its: Manager, Building Access/Signatory

By:   
Chuck Washington, Chair, Board of Supervisors

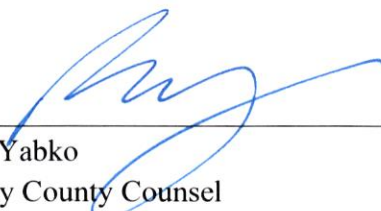
Name: David J. Wojciechowski  
Title: Manager, Building Access

**ATTEST:**

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Minh C. Tran, County Counsel

By:   
Ryan Yabko  
Deputy County Counsel

PC:il/02282024/RV440/40.043

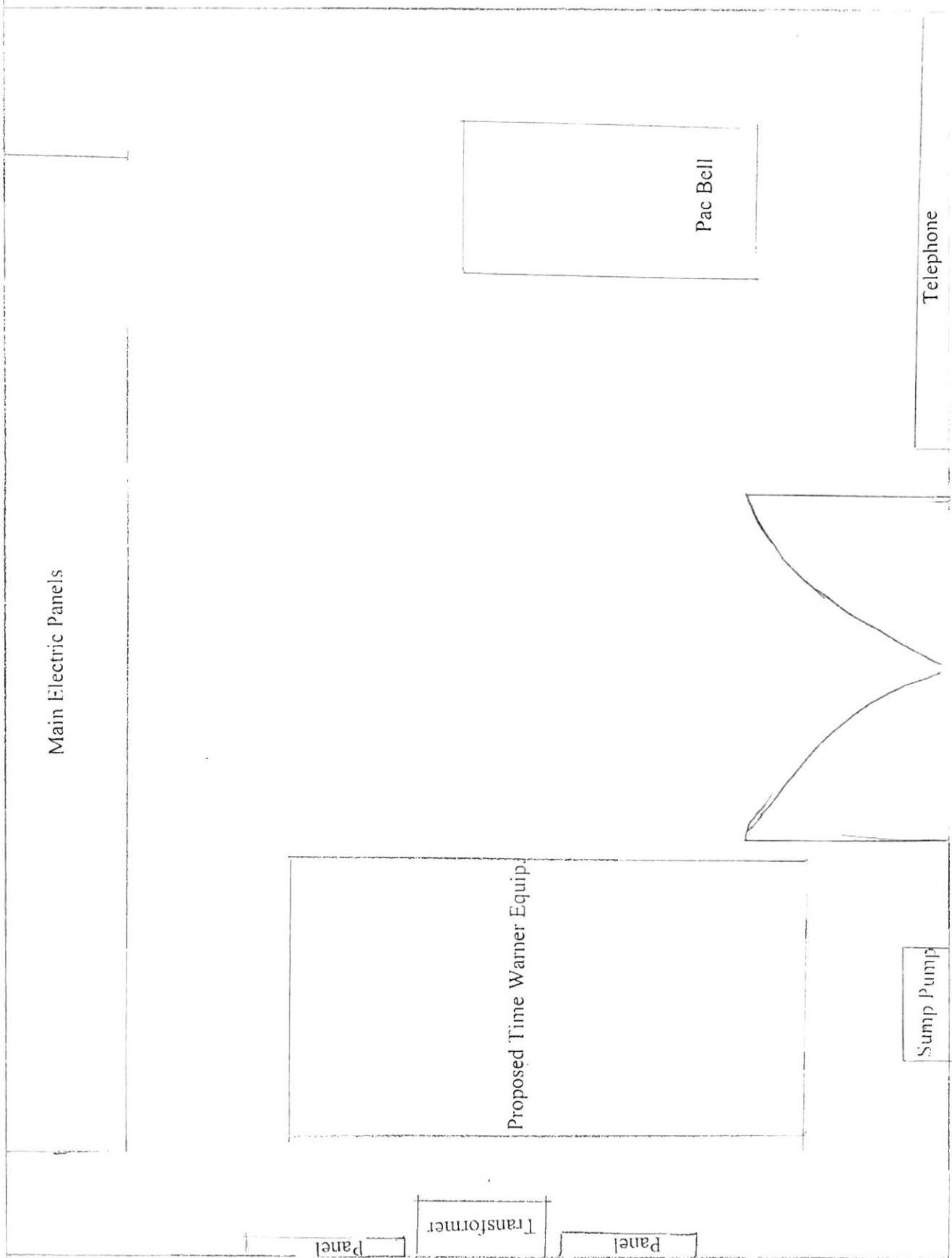


Exhibit "A"

Time Warner Equipment Space

**FM BUILDING MAINTENANCE SERVICE STANDARD****General Guidelines:**

- A. The Maintenance Service Division (MSD) will be responsible to review and deliver a diverse range of frequent, periodic and annual maintenance services by preventive, corrective and predictive methods as required for County facilities.
- B. The MSD will coordinate service adjustments with each department from one fiscal year to the next to maintain building systems and related component operations, perform building repairs and/or implement facility renewal projects in the collective effort of sustaining buildings effectively and under the guise of facility health and safety standards.
- C. Building maintenance service needs and schedules may vary from one facility to another due to location, age, construction type, condition and use of facility to maintain appropriate operation, safety, and appearance.
- D. The MSD will provide service in identifying building maintenance needs and project requirements regarding building systems.
- E. Consistent with the Board's mission of sustaining County Assets, department heads are expected to encourage, establish, and raise building awareness to partner in reporting corrective maintenance issues. This will aid in promoting healthy and safe building conditions, work environments and public service areas.
- F. Preventive Maintenance (PM) is a planned interval-based surveillance/inspection method of mechanical, electrical, plumbing, HVAC, building envelope and other facility systems. PM's determine equipment wear and tear, perform general; lubrication, adjusting, cleaning, replacing, tightening, testing of system components and equipment. Such as; filters, fans, motors, electrical contractors, heat exchangers, pumps, valves, bearings, boilers, electrical distribution, lift-stations, generators, air conditioners, etc.
- G. Predictive Maintenance (PdM) identifies facility equipment that has potential for imminent failure. PdM is a condition-based system process whereby facility equipment output, Functionality is measured through various processes such as vibration analysis, oil analysis, thermography and ultrasonic detection. The measured response to these processes produces a definitive internal or external condition of the equipment being tested to help predict system and or equipment failure, before it occurs, to mitigate catastrophic failure and or significant system downtime.
- H. Corrective Maintenance (CM) can be unplanned or planned facility equipment repair process. Unplanned CM are minor day to day "fix-it" repairs that occur within any given facility, such as minor leaks, plumbing, electrical and air conditioning issues.

**FM BUILDING MAINTENANCE SERVICE STANDARD**

Planned CM are larger, costly, or more complicated repairs that generally require coordination efforts. In some cases, identification of a funding source may be required via Form V.

**Responsibilities:****A. Maintenance Service Division**

1. Will maintain staffing levels and expertise to fulfill the obligations of maintenance service standards consistent with the required service levels.
2. Will conduct monthly site inspections to ensure each facility is within acceptable standards.
3. Will provide and coordinate service adjustments for facilities in a responsible and appropriate manner.
4. Will provide management oversight regarding contractual services related to regulatory-compliance, mechanical, electrical, plumbing, and other building systems in accordance with industry best practices and health / safety standards.
5. Will maintain a 24-hour call center and reporting mechanisms to ensure customer needs are received and addressed in a timely manner.
6. Provide service response categories:
  - A. Emergency – response one-hour, completion within 24 hours
    - Entire Building Hot
    - Roof Leaks
    - No Water
  - B. Urgent – response 4-8 hours, completion within 48 hours
    - Lights out in office
    - Ceiling tile stained or wet
    - Adjust Room Air Temperature (Too Hot or Too Cold)
  - C. Routine – response 3-5 days, completion within 30 days
    - Paint Wall
    - Hang pictures in office
    - Replace old Plumbing Fixtures

**FM BUILDING MAINTENANCE SERVICE STANDARD****Maintenance Service Standard Notes:**

- A. Facilities located in environmentally challenged areas may require more frequent services.
- B. Outlying or partially occupied facilities may require less service to meet minimum standards. High-use locations, or 24/7/365 day-per-year facilities may need additional services to meet minimum standards.
- C. Aged facility infrastructure and abundance of corrective maintenance activities are indicators that additional preventive, predictive, facility renewal services are required.
- D. Facility maintenance activities are driven by numerous regulatory compliance agencies and industry standards, examples are:
- South Coast Air Quality Management District (SCAQMD)
  - Environmental Protection Agency (EPA)
  - Office of Statewide Health Planning and Development (OSHPD)
  - California Occupational Safety and Health Administration (CalOSHA)
  - California Division of Occupational Safety and Health (DOSH)
  - The Joint Commission (TJC)
  - National Fire Protection Association (NFPA)
  - California Uniform Building Code (UBC)
  - American Society of Heating/Refrigeration/AC/ Engineers (ASHRAE)
  - State Water Control Resource Board (SWCRB)
  - Department of Environmental Health (DEH)
  - Building Owners and Managers Association (BOMA)
  - National Electrical Code (NEC)
  - Uniform Plumbing Code (UPC)



## FM BUILDING MAINTENANCE SERVICE STANDARD

Facility HVAC	Frequencies	Service Requirements	Specific Components	Comments
Air Handlers	Weekly Monthly Annually	Inspect/Lubricate motor/fan bearings Inspect/Adjust/ Replace belts and sheaves Inspect/Adjust/ Lubricate Dampers Inspect/Clean Coils/Verify Valve Op Inspect/Clean/ Disinfect Pan and Drain Inspect/Replace Filters/Check Safeties Clean Plenum and Walls	Supply/Return Fan Motor Assemblies Supply/Return /Make Up Air Dampers Heating/Cooling Coils and Valves Condensate Pan Assembly Filter Rack Assembly Smoke Detectors/Safeties Plenum Floor/Walls/Duct	Highly Critical for environmental control and indoor air quality (IAQ) compliance
Cooling Towers	Daily Weekly Monthly Annually	Inspect/Lubricate motor/fan bearings Inspect/Adjust/ Replace belts and sheaves Inspect/Clean Distribution Assembly Inspect/Clean/Verify Water Operation Inspect/Clean/ Disinfect Sump Pan Drain/Clean Strainers and Sump Remove/Inspect/ Clean Drift Eliminators Inspect/Verify Proper Water Treatment Values and Operation. Check proper operation of all Safeties	Fan Blade/Pulley Assembly Motor/Pulley Assembly Water Distribution/Nozzle Assembly Drift Eliminator Assembly Strainer/Float/Sump Assemblies Verify Water Treatment Station Op	Highly Critical for energy efficiency, proper safe operation of cooling system and mitigation of microbiological development.

## FM BUILDING MAINTENANCE SERVICE STANDARD

Exhaust Fans	Monthly	Inspect/Clean/Adjust Fan/Pulley Assembly Inspect/Adjust/Replace Belt Assembly Check and adjust for vibration and revolutions per minute Inspect/Correct Electrical/Air flow switch as required	Fan Blade/Pulley Assembly Motor/Belt/Sheave Assembly Fan Housing/Electrical/Air flow Assembly	Significant for proper building air exchange, ventilation and indoor air quality
Circulating Pumps / Strainers	Monthly Annually	Inspect/Lubricate bearings Inspect Coupling/Seal for leaks/vibration Inspect/Verify Op of Pump Impeller Inspect condition of safety guards Verify Op of all gauges/ Clean Strainer	Motor/Bearing Assembly Pump Coupling/Seal Assembly Pump Housing/Impeller/ Assembly Pump Temp/Pressure/ Strainer Assembly	Significant for proper, efficient water flow and pressure to all air conditioning, heating and plumbing fixture devices
Building Automation System	Daily Weekly	Verify proper programming, trends, alarm status condition statements. Verify integrity of communication network Verify Building Temperature and schedule set points and Trending	User Interface Program Integration Controllers Field-level Controllers Field Sensors/Actuators/ Tstats	Critical for energy efficiency, environmental control, indoor air quality and building comfort

## FM BUILDING MAINTENANCE SERVICE STANDARD

Water Treatment System	Daily Weekly Monthly Annually	Verify proper Ph/TDS/Cycle set points Perform sensor calibration and testing Inspect level of chemical drums Operate all safeties and Eye Wash	Water Controller Water Pumping assembly Chemical Feeder System Flow Control / Safety assembly	Critical for energy efficiency, HVAC equipment lifecycle, proper cooling, and mitigation of fouling, scaling, corrosion microbiological growth.
Plant / Mechanical Room Inspections	Daily Weekly Monthly	Inspect all seismic bracing Inspect all electrical distribution Inspect all plumbing connections Inspect for cleanliness / safety hazards	Mechanical, Electrical, Plumbing devices and systems	Significant to ensure proper, safe operation of Mechanical, Electrical, Plumbing equipment rooms for operational continuity/ safety/efficiency
Fan Coils / Common Area Computer Room AC Units	Monthly Quarterly	Clean Blower and Lubricate Bearings Adjust Replace Belt as needed Clean Coil/Change Filters/ Inspect/Clean Condensate Pan/Drain Check Refrigerant Charge/Pressures and Delta T. Check for leaks Clean Condenser as required Check Electrical Control/Voltage/Amp.	Fan/Blower Assembly Coil/Valve/Condensate Assembly Compressor/Heat Exchanger/Condenser Electrical Controls	Significant to ensure proper, safe operation of IT / Data equipment rooms for operational continuity/ safety/efficiency

**FM BUILDING MAINTENANCE SERVICE STANDARD**

<p>Air-Cooled / Water-Cooled Chillers</p>	<p>Weekly Monthly Annually</p>	<p>Inspect chiller for refrigerant/oil leaks Inspect chiller Op pressures/temps Verify proper Op set points and limits Verify proper approach and Delta T Verify proper flow and pressure rates Ensure proper operation of fans/pumps</p>	<p>Chiller Compressors Chiller Condenser and Evaporator Chiller Fans and Pumps</p>	<p>Highly Critical to provide energy efficiency, system reliability, useful life, adequate cooling capacity, mitigate failure and ensure code compliance</p>
<p>Rooftop Package Units / Split-System Units</p>	<p>Weekly Monthly Annually</p>	<p>Inspect compressor units for oil/refrigerant leaks. Verify proper refrigerant charge/temps Inspect clean all heat exchanges Change filters as needed Clean and inspect condensate pan/drain Inspect all electrical connections/safety</p>	<p>Compressor Units Condenser and Evaporator Assemblies Indoor and Outdoor Fan Assemblies Refrigerant Piping Electrical Controls/Safeties</p>	<p>Significant for proper, efficient, safe operation of cooling system, Increase useful life and energy efficiency</p>
<p>Negative Pressure Room Systems</p>	<p>Quarterly</p>	<p>Verify Negative Room Safety Status Inspect Fan Housing Assembly Ensure Motor and Belt Functionality Certify Op via Credentialed Vendor</p>	<p>Fan Blade/Pulley Assembly Motor/Belt/Sheave Assembly Fan Housing/Electrical/Air flow Assembly</p>	<p>Critical for health safety and welfare of area occupants to ensure negative pressure and mitigate cross-contamination.</p>

## FM BUILDING MAINTENANCE SERVICE STANDARD

Facility Plumbing	Frequencies	Service Requirements	Specific Components	Comments
Boiler System / Heat Exchangers	Weekly Monthly Annually	Verify water delivery Temperature Verify proper gas delivery pressure Verify function of all safety devices Verify proper combustion and flue Op Verify water flow and water make-up Ensure proper heat water deliver temperatures	Boiler Unit and Gas Assembly Combustion/Flue Assembly Control and Safety Assemblies Water System Assemblies Heat Exchanger/Control Assemblies	Critical to ensure consistent hot water for facility and proper temperatures per code. Ensure safe efficient and code compliant operation of gas-fired appliance
Circulating Pump System / Domestic Water Pump System	Weekly Monthly Annually	Inspect/Lubricate motor/bearings Inspect coupling/seal for leaks Inspect impeller for proper Op Clean strainer ensure proper flow/temp Ensure Variable Frequency Drives (VFD) is modulating/holding Pounds for Square Inch (PSI)	Motor/Bearing Assembly Pump Coupling/Seal Assembly Pump Housing/Impeller/ Assembly Pump Temperature/ Pressure/ Strainer Assembly VFD	Significant to ensure proper volume and pressure rates of water delivery to facility, fixtures and devices.
Building Common Area Interior Fixtures	Daily Weekly Monthly	Inspect devices for leaks Inspect devices for proper function Verify proper gpf/hands-free operator Ensure fountain is clean/sanitized Inspect/Replace seats as required	Facility Devices / Fixtures; commode, sink, faucet, water fountains	Significant to ensure proper, safe, efficient plumbing fixture use for health



**FM BUILDING MAINTENANCE SERVICE STANDARD**

Drain - Waste Line Inspection and Cleaning	Monthly Annually	Inspect for leaks Inspect and Verify proper drainage Auger line as required Camera line as required	Waste and Vent Line System	Significant to ensure proper drain wastewater from facility and mitigate black/gray/ water intrusion health and safety issues.
Plumbing Area Room and Pipe Chase Inspection	Monthly Annually	Inspect plumbing for leaks Clean pipe-chase and disinfect Inspect/Test flush actuators/devices Inspect/Replace Pins as required	Waste and Vent Line System Water flush actuators Ancillary drain pins/baffles/plumbing Trap-Primer Devices	Critical to ensure proper drainage of waste system without leaks. Reduce water usage, minimize black/gray water intrusion. Mitigate health/safety issues
<b>Facility Emergency Power</b>	<b>Frequencies</b>	<b>Service Requirements</b>	<b>Specific Components</b>	<b>Comments</b>
Emergency Power / Generator Systems	Monthly Quarterly Annually	Run system per facility level requirement. Record all operating temperatures and voltage/kw output Inspect for oil and coolant leaks, check levels. Inspect batteries and gravity test	Diesel Engine/Generator Assembly Battery Assembly System Dashboard Display	Highly Critical for Fire Life Safety of occupants and facility systems as designed. Vary per functionality of facility.

FM BUILDING MAINTENANCE SERVICE STANDARD

Facility Electrical	Frequencies	Service Requirements	Specific Components	Comments
Emergency Power / Generator Fuel Systems	Daily Monthly Quarterly Annually	Monitor/Record/Log all output values  Check and Inspect fuel level/integrity Inspect tank for leaks and proper function. Inspect/log monitor alarms/status. Relay issues to Environmental Team.	Fuel Monitoring System Above/Underground Fuel Systems	Critical to ensure proper function of E-power and ensure health, safety and environmental code compliance
Power System Switchgear / Panels / Distribution	Monthly Quarterly Annually	Check and inspect switch control operation, wire and connection integrity and proper operation	Distribution panels switch gear	Critical to ensure proper function of E-power and ensure health, safety and environmental code compliance
Interior Lighting Systems	Weekly Monthly	Ensure proper function of panel Check ballast for overheating/odor Check electrical connections and	Lighting Control Panel Light fixture Electrical Switching	Significant to ensure proper illumination level and color rendition per code

## FM BUILDING MAINTENANCE SERVICE STANDARD

		switch Replace lamp as needed with proper Color Render Index. Dispose of lamp per EPA code		
Exterior Lighting Systems	Weekly Monthly	Verify proper and safe operation of control circuit. Replace light fixture as needed with suitable CRI/Wattage lamp Dispose of lamp per EPA code	Lighting Control Circuit Light fixture	Significant to ensure proper illumination level, color rendition per code and promote safe environment
Emergency Lighting Systems	Monthly	Testing operation of light fixture Replace rechargeable battery as needed Ensure ample lumens per safety code	E Lighting Fixture	Significant to ensure proper illumination in facility during an emergency
Electrical Area / Room Inspection	Monthly	Inspect all seismic bracing Inspect all wiring to integrity, hot spots, and proper connection. Use infrared per type of system Ensure room clear of debris and hazards	Electrical Distribution Panel and Gear	Significant to ensure continuity of utility, reliable power, and safe working conditions

## FM BUILDING MAINTENANCE SERVICE STANDARD

Facility Fire Life Safety	Frequencies	Service Requirements	Specific Components	Comments
Elevator Emergency Phone System	Monthly	Test phone for proper operation. Document results with Customer Service. Repair any malfunction immediately.	Emergency Phone in elevator	Highly Critical as emergency phone in elevator should always be functional for health safety and welfare
Fire Suppression System Sprinklers / Pumps / Controls	Weekly Monthly Annually	Perform inspections per NFPA code Utilize certified vendor as applicable Perform pump flow/pressure testing Inspect visual and audible devices Perform frequency per NFPA code	Fire System Piping Fire System Pumping Ancillary Fire Life Safety Devices	Highly Critical for the Fire Life Safety of occupants and facility structure/ contents
Fire Extinguishers	Monthly Annually	Inspect verify pressure indicator in zone Document label accordingly Replace device as needed Recharge annually	Extinguishers / Cabinets	Highly Critical for the Fire Life Safety of occupants and facility structure/ contents
Fire-Hood Suppression Systems	Semi-Annual Annually	Inspect per NFPA code with certified vendor. Document and Repair as needed	Hood Plenum Suppression Assembly	Critical for proper mitigation of fire within a commercial cooking environment.

## FM BUILDING MAINTENANCE SERVICE STANDARD

Fire / Exit / Emergency / Egress Signage	Monthly	Inspect proper operation and illumination of applicable signage Repair/Replace as required	Signage Devices	Critical for effective egress of facility occupants during an emergency egress situation.
Fire Monitoring / Panel Systems	Daily Weekly Monthly Annually	Inspection of Fire Panel for alarm or trouble conditions Verify secondary line continuity Inspect battery power backup Perform inspection per NFPA compliance	Fire Panel Communication lines - Vendor	Highly Critical for effective response and annunciation of fire within facility. To promote proper egress for the life safety of occupants.
Building Fire Inspection	Annually Five Years	Annual and Five-Year Building Inspections with certified vendor and Fire Life Safety agency per NFPA compliance	Fire Life Safety System	Highly Critical for effective response, suppression and annunciation of fire within facility. To promote proper egress for the life safety of occupants.



## FM BUILDING MAINTENANCE SERVICE STANDARD

Facility Building Envelope	Frequencies	Service Requirements	Specific Components	Comments
Roof Inspection / Roof Drains	Monthly Annually	Clear all debris from drain cover Verify proper water flow to grade level Clean all drains as needed Inspect roof membrane for breach Inspect substrate condition	Roof Drains - Primary/Secondary Roof Drain Lines Roof Gutters/Downspout	Significant as water intrusion within structures are conducive for relocation of services, disruption of services and environment for mold propagation.
Exterior Finish Inspection	Daily Weekly Monthly	Visually inspect for superficial deficiencies, document for follow up Inspect for water intrusion points Inspect exterior finish to glazing joints Inspect for building sag or compaction issues.	Various Building Construction Materials	Significant to ensure rudimentary building observation over time for structural issues and address aesthetic enhancements.
Exterior Door / Gate Operation and Maintenance / Window Inspection	Monthly	Inspect for proper ADA function and compliance Ensure weather integrity Ensure for proper operation/security Inspect all mechanical components Lubricate as needed and verify safety control devices.	Door Hardware / System Entry Points Glazing Systems Gate Systems	Critical to ensure proper ADA accessibility and compliance. Security of premises and integrity of devices against water intrusion.

**FM BUILDING MAINTENANCE SERVICE STANDARD**

<p>Knox-Box Inspection / Flag Inspection / Building Signage</p>	<p>Daily Weekly Monthly</p>	<p>Ensure proper key is contained in knox-box. Ensure flag is in good condition per flag etiquette. Ensure hardware is functioning properly Ensure building signage is in appropriate condition, updated.</p>	<p>Know container Flagpole and devices Building Signage</p>	<p>Significant to ensure first responders have access to facility. Along with proper stewardship of State/Federal flags.</p>
<p><b>Facility Hardscape / Landscape / Grounds</b></p>	<p><b>Frequencies</b></p>	<p><b>Service Requirements</b></p>	<p><b>Specific Components</b></p>	<p><b>Comments</b></p>
<p>Perform grounds landscaping and debris removal</p>	<p>Daily Weekly Monthly</p>	<p>Ensure grounds are reasonably free of trash and debris Trees are maintained by arborist and do not pose a safety risk Shrubs and lawns are properly cared Irrigation methods are in line with local and State Water Control Board</p>	<p>Plants, Trees, Shrubs, Irrigation Systems</p>	<p>Significant to display county facilities in an aesthetically appropriate manner. To facilitate and sustain water wise environment for the community</p>

FM BUILDING MAINTENANCE SERVICE STANDARD

Inspect / Clean / Storm Drains and Gutters	Monthly Annually	Inspect and clean Storm drains, curbs and gutters. Dispose of debris appropriately Ensure grates are positioned correctly	Storm Drains Curb and Gutter Systems	Significant to ensure proper drainage of water runoff, mitigate flooding and per compliance of Water Quality Management Plans
Inspect condition of curb painting	Monthly	Inspect curb for proper and reasonable painting (Fire Lane etc.) Inspect painting within parking structure Develop plan to rectify any deficiencies	Curb and Gutter	Proper painting is required for code compliance and adds an aesthetic component to any given facility.
<b>Facility Regulatory Compliance</b>	<b>Frequencies</b>	<b>Service Requirements</b>	<b>Specific Components</b>	<b>Comments</b>
Water Quality Management Plan (WQMP / BMP) Inspections & Management	Monthly Quarterly Annually	Perform inspections per WQMP guidelines. Document and report findings. Develop plan to rectify deficiencies. Record all activities.	Retention Basins Curb and Gutter Gravel Lots	Significant for compliance of applicable regulatory agencies

## FM BUILDING MAINTENANCE SERVICE STANDARD

Department of Environmental Health (DEH) / Hazardous Materials Building Plan - Training Documentation	Monthly Annually	Perform Training per shop/region to ensure understanding and implementation. Document accordingly	Training Documents	Significant for compliance of applicable regulatory agencies
Spill Prevention Control and Countermeasure-Training / On-site Materials / Documentation	Monthly Annually	Perform Training per shop/region to ensure understanding and implementation. Document accordingly	Training Documents	Significant for compliance of applicable regulatory agencies
Parking Lot Cleaning and Inspection	Quarterly Annually	Clean lot accordingly per WQMP plan. Document accordingly	Structure / Lot	Significant for compliance of applicable regulatory agencies
Boiler source Testing (SCAQMD)	Annually	Utilize certified vendor to test, analyze, document and record per regulatory agencies	Boiler Unit and Gas Assembly Combustion/Flue Assembly Control and Safety Assemblies	Significant for compliance of applicable regulatory agencies
Chiller Leak Testing (SCAQMD / EPA)	Annually	Utilize certified vendor to test, analyze, leak test, document and record per regulatory agencies	Chiller Compressors and Units All refrigeration devices and or circuits containing 50# or more	Significant for compliance of applicable regulatory agencies

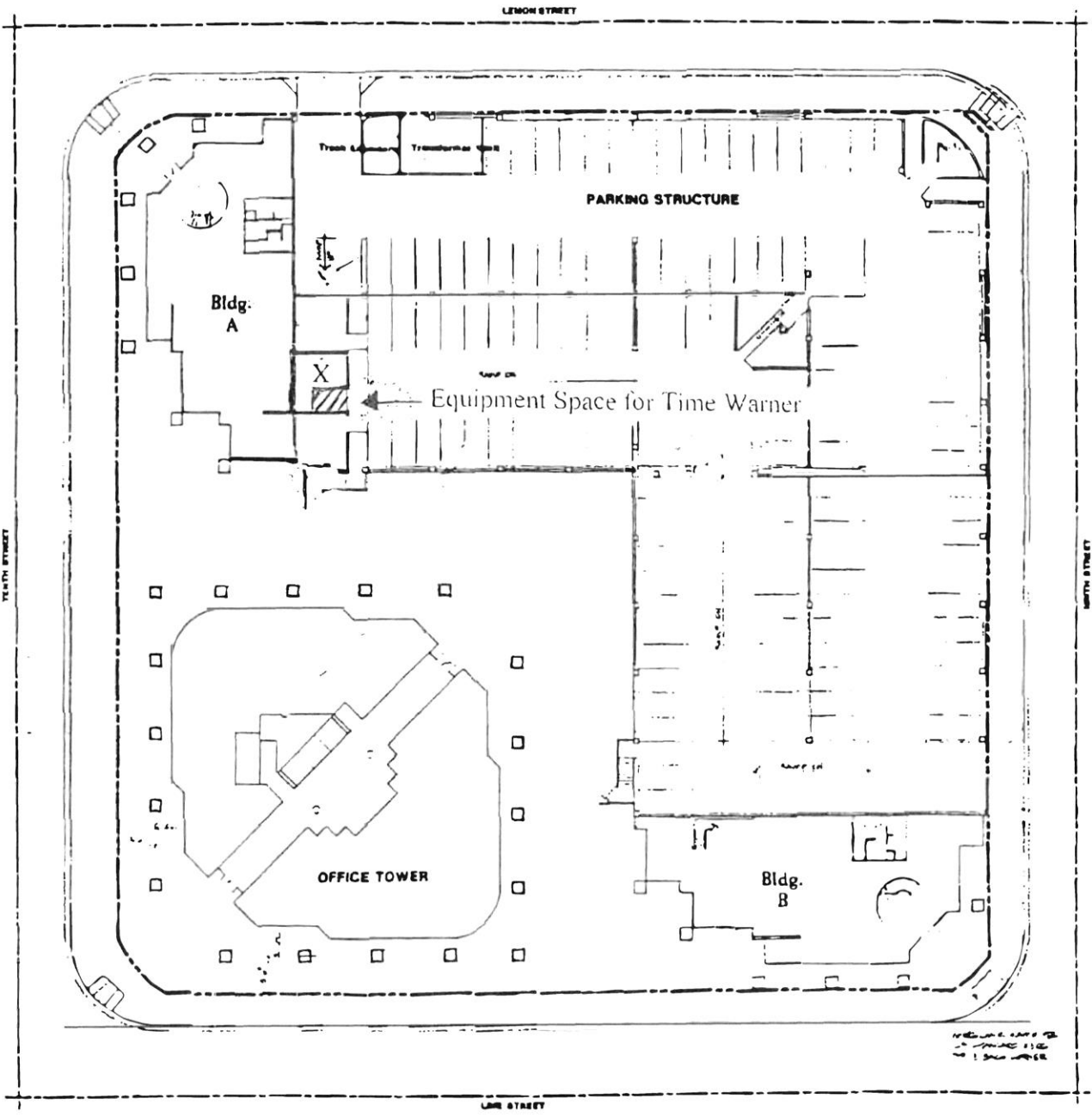
## FM BUILDING MAINTENANCE SERVICE STANDARD

Condenser Tube Bundle Inspection and Cleaning	Semi-Annual Annually	Inspect and clean heat exchangers and tube bundles. Record and photograph condition of inspection and cleaning	Water cooled and Air-cooled chillers	Significant to ensure reliable operation and ability to perform as needed. Energy efficiency component due to efficient heat transfer areas.
Fire Extinguisher Testing and Certification	Monthly Annually	Inspect and recharge all fire extinguishers via certified vendor. Document and Record	Fire Extinguishers	Per NFPA regulatory compliance and Fire Life Safety best practices
Generator Full-Load Testing	Monthly Quarterly Annually	Perform certified Level 1 and Level 2 testing per facility mandate via vendor.	Generator Units	Per NFPA regulatory compliance and Fire Life Safety best practices.



PLAN

# RIVERSIDE CENTRE



X = Main Electric Room

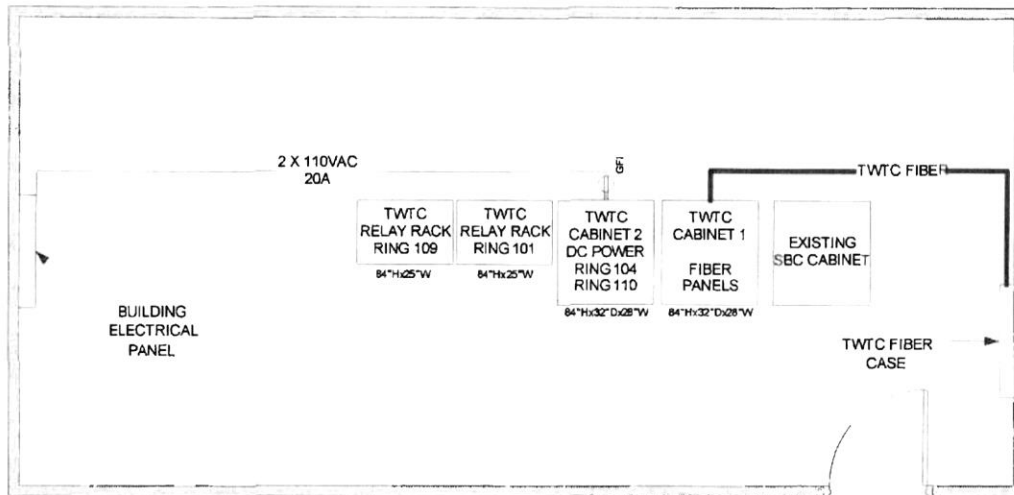
Exhibit "A" Main Electric Room

Exhibit "A"

3403 10<sup>th</sup> Street

Riverside, CA

### Time Warner Telecom's Floor Plan



1. TWTC will install 2 110VAC 20A receptacles to the first cabinet to the assigned breakers in the electrical panel.
2. TWTC will install 3 cabinets in the MPOE that will be next to the existing SBC cabinet.
3. TWTC will have one cabinet for passive equipment, one cabinet with DC power, Fujitsu 2400, and Fujitsu 150.
4. TWTC will have 2 relay racks that will have Fujitsu 2400 highspeed and tributary shelves.

## EXHIBIT C

### RULES AND REGULATIONS OF PROJECT WHICH CONSTITUTE A PART OF THE LEASE

- (a) Tenant and Tenant's employees shall not loiter in the entrance or corridors, or in any way obstruct the sidewalks, entry passages, halls or stairways, and shall use the same only as passageways and means of passage to and from their respective offices.
- (b) The sash doors, sashes, windows, glass doors, lights and skylights that reflect or admit light into the halls or other places of the Project shall not be covered or obstructed by Tenant and doors leading into the corridors shall not be left open by Tenant. The expense of any breakage, stoppage or damage resulting from a violation of this rule shall be borne by Tenant.
- (c) The water closets and urinals shall not be used for any purposes other than those for which they were constructed, and no rubbish, newspapers or other substances of any kind shall be thrown into them. The expense of any breakage, stoppage or damage resulting from a violation of this rule shall be borne by Tenant.
- (d) Tenant shall not mark, drive nails, screw or drill into, paint or in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work. All maps or pictures placed on the walls of any of the rooms must be so attached as to create minimum damage. The expense of any breakage, stoppage or damage resulting from a violation of this rule shall be borne by Tenant.
- (e) No awning, shade, sign, advertisement or notice shall be inscribed, painted or affixed, on or to any part of the outside or inside of the building, except by the prior written consent of the County and unless it be of such color, size and style and in such place upon or in the Project as may be designated by County. If Tenant desires window coverings, the same must be of such uniform shape, color, material and make as may be prescribed by County and must be put up in the manner as directed by County and paid for by Tenant.
- (f) Electric wiring of every kind shall be introduced and connected by County and no boring or cutting the wires shall be allowed except with the prior written consent of County. Tenant shall pay for any damage incurred.
- (g) Tenant shall not use or install any machinery in the Premises which may cause any noise, jar or tremor the walls, or which by its weight might injure the floors of the Project.
- (h) County may limit the weight, size and position of all safes used in the Project and such safes shall in all cases stand on wood or metal of such size as shall be designated by County. All damages done to the Project by putting in, taking out, or maintaining a safe shall be repaired at the expense of Tenant.
- (i) Heat and air conditioning will be provided from 6:00 a.m. until 6:00 p.m., Monday through Friday and from 8:00 a.m. until 1:00 p.m. Saturdays (holidays excepted) whenever such heat or air conditioning shall, in County's judgment, be required for the comfortable occupation of said Project, but County shall not be liable in any manner to Tenant or to Tenant's agents or employees or licensees for any violations hereof.

- (j) Tenant and Tenant's officers, agents, and employees shall neither whistle, sing, nor play musical instruments or radio, nor make nor permit any improper noise in the building or interfere with any other tenants or those having business with them. Radio music that is audible only within the Premises is permitted.
- (k) Tenant must not bring on to the Project any vehicle, bicycle, scooter, or like item.
- (l) Except for service animals and approved support animals for persons with disabilities, no pets are allowed (even temporarily) anywhere in or about the Project without the prior written authorization of the County.
- (m) Tenant must observe strict care not to leave windows open and for any default or carelessness, Tenant shall make good all injuries sustained by other tenants and County.
- (n) No machinery of any kind (as opposed to the usual and customary office equipment such as copying machines and personal computers) which is so heavy or noisy that it may result in damage to the Premises, Project or property or to the quiet enjoyment of the same by other tenants, will be allowed in the Project without the prior written consent of the County.
- (o) Furniture, freight or equipment may only be moved into, within and out of the Project with the prior written consent and under the supervision of County. Any damage to the Project from such moving will be paid by the Tenant, and County shall not be responsible for the loss of, or damage to, such furniture, freight or equipment from any cause.
- (p) Employees of county shall not perform any work nor do anything outside of their regular duties unless under special instruction from the County, and no employee of the County shall admit any person (tenant or otherwise) to any office without specific instructions from County. Nothing herein or in any of these rules shall create any obligation on the part of County nor specifically provided in the foregoing lease.
- (q) All keys shall be obtained from Premises and all keys shall be returned to County upon the termination of this Lease. Tenant shall not change the locks or install other locking devices on the doors without prior written consent of County.
- (r) It is understood and agreed between County and Tenant that no assent or consent to any waiver of any party hereof by County in spirit or in letter shall be deemed or taken is made except the same is done in writing and attached to or endorsed hereon by County.
- (s) Use of the Premises before 6:00 a.m. or after 6:00 p.m. or at any time during Saturdays, Sundays and legal holidays, shall be subject to such rules and requirements as County may from time to time prescribe.
- (t) The bulletin board or directory of the Project will be provided exclusively for the display of the name and location of Tenants only and County reserves the right to exclude all other names therefrom.
- (u) No person shall be employed by Tenant to do janitorial work in any part of said Project without the prior written consent of County.
- (v) County reserves the right to exclude or expel from the Project any person who, in sole judgment of County is intoxicated or under the influence of alcohol or illegal drugs or who shall, in any manner, perform any act in violation of the rules and regulations of said Project.
- (w) County reserves the right to close and keep locked all entrances and exit doors of the Project or doors closing the stairways or elevators thereof; and to regulate access of all

persons to the halls and corridors thereof during such after-business hours as County may deem to be advisable for the adequate protection of the Project.

- (x) County reserves the right at any time to change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in County's sole judgment may from time to time be necessary for the management, safety, care and cleanliness of the Project and/or Premises, and of the preservation of good order therein as well as for the convenience of other occupants and tenants herein. County shall not be responsible to Tenant herein or to any other person for the non-observance or violation of the rules and/or regulations by any other tenant or person. Tenant shall be deemed to have read these rules and to have agreed to abide by them as a condition to his occupancy of the space herein leased.
- (y) Tenant at all times agrees to abide by any additional rules or regulations which are ordered or required by any governmental or military authority.



## EXHIBIT D

### PARKING GARAGE RULES AND REGULATIONS

#### WHICH CONSTITUTE A PART OF THE LEASE

In addition to all other provisions of the Lease, Tenant's parking rights and obligations shall be subject the following terms and conditions.

1. Visitor Parking. So long as this Lease is in effect, Tenants' visitors and guests shall be entitled to use those specific parking areas which are designated for short-term visitor parking and which are located within the surface parking area(s), if any, and/or within the parking structure(s) which serve the Project. Visitor parking shall be made available at a charge established by County in its discretion from time to time. Tenant, at its sole cost and expense, may elect to validate such parking for its visitors and guests. All such visitor parking shall be on a non-exclusive, in-common basis with all other visitors and guests of the Project.
2. Tenant Parking. As consideration for use of the unreserved and reserved parking spaces specified in Section 2.10 of the Lease, Tenant shall pay to County, as additional rent under the Lease, the parking rate set forth in Section 2.10 of the Lease. Tenant shall pay County the additional rent for such unreserved parking spaces monthly in advance concurrently with each monthly payment of Base Rent. All unreserved parking spaces shall be made available to Tenant, its employees and all other tenants and employees of the Project entitled to use such parking facilities, on a non-exclusive, in-common basis.
3. Use of Unreserved and Reserved Parking Spaces. With respect to reserved parking, Tenant shall use only the parking space(s) specifically designated by county for use by Tenant. Tenant shall not use any parking spaces which have been specifically assigned by County to other tenants or occupants or for other uses such as visitor parking or which have been designated by any governmental entity as being restricted to certain uses. Tenant shall be obligated to lease the reserved and unreserved parking spaces specified herein throughout the Term of the Lease and shall not be entitled to any additional reserved or unreserved parking privileges applicable to the Premises for the remainder of the Term of the Lease. If, however, at any time Tenant desires to increase or reduce the number of reserved or unreserved parking spaces it leases under the terms of this Lease, Tenant shall notify County in writing of such desire and County shall have the right, in its sole and absolute discretion, to either (a) approve such requested increase in the number of parking spaces allocated to Tenant (with an appropriate increase to the additional rent payable by Tenant for such additional spaces based on the prevailing parking rates, (b) approve such requested decrease in the number of parking spaces allocated

to Tenant (with an appropriate reduction in the additional rent payable to Tenant to County for such eliminated parking spaces based on the rate Tenant would otherwise be obligated to pay pursuant to this Lease for the use of such parking spaces), or (c) disapprove such requested increase or decrease in the number of parking spaces leased to Tenant. Promptly following receipt of Tenant's written request, County shall provide Tenant with written notice of its decision including a statement of any applicable adjustments to the additional rent payable by County to Tenant for parking under the Lease.

4. General Provisions. County reserves the right to set and increase monthly fees and/or daily and hourly rates for parking privileges from time to time during the Lease Term. County may assign any unreserved and unassigned parking spaces and/or make all or any portion of such spaces reserved, if County reasonably determines that it is necessary for orderly and efficient parking. Failure to pay for the lease of any particular parking spaces may be treated by County as a failure to pay rent as required under the Lease, and, in addition to all other remedies available to county under the Lease, at law or in equity, County may elect to recapture such parking spaces for the balance of the Term of this Lease if Tenant does not cure such failure to pay within the applicable cure period. Tenant's parking rights and privileges described herein are personal to Tenant and may not be assigned or transferred, or otherwise conveyed, without County's prior written consent, which consent County may withhold in its sole and absolute discretion. In any event, under no circumstances may Tenant's parking rights and privileges be transferred, assigned or otherwise conveyed separate and apart from Tenant's interest in the Lease.
5. Rules and Regulations for Parking. The following rules and regulations shall govern the use of the parking facilities which serve the Project. Tenant shall be bound by such rules and regulations and all reasonable modifications or additions thereto and shall use its best efforts to cause Tenant's affiliates and others who use the parking facilities with Tenant's express or implied permission to also comply with the parking rules and regulations. Any modification or additions to the following rules and regulations shall be binding on Tenant when delivered to Tenant. County shall not incur any liabilities to Tenant or Tenant's affiliates arising from or in connection with the non-performance of any of the following rules and regulations by any other tenants or occupants of the Project.
  - (a) Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's affiliates to be loaded, unloaded or parked in areas other than those designated by County for such activities. No vehicles shall be left in the parking areas overnight and no vehicles shall park in the parking areas other than automobiles, motorcycles and four wheeled trucks. No extended term storage of vehicles shall be permitted.
  - (b) Vehicles must be parked entirely within painted stall line lines of a single parking stall.

- (c) All directional signs and arrows must be observed.
- (d) The speed limit within all parking areas shall be five (5) miles per hour.
- (e) Parking is prohibited:
  - 1. In areas not striped for parking;
  - 2. In aisles;
  - 3. Where "No Parking" signs are posted;
  - 4. On ramps;
  - 5. In cross-hatched areas; and
  - 6. In such other area as may be designated from time to time by County or County's parking operator.
- (f) Washing, waxing cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.
- (g) County may refuse to permit any person who violates these rules with unreasonable frequency to park in the parking facilities, and any violation of these rules shall subject the violator's car to removal, at such vehicle owner's expense. Tenant agrees to use its' best efforts to acquaint its affiliates with these parking provisions, rules and regulations.
- (h) Parking access cards or any other device or form of identification supplied by County as a condition of use of the parking facilities shall remain the property of the County. Such parking identification device must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Devices are not transferable and any device in the possession of an unauthorized holder will be void. County reserves the right to refuse the sale of monthly stickers or other parking identification devices to Tenant or any of its agents, employees or representatives who willfully refuse to comply with these rules and regulations and all unposted city, state or federal ordinances, laws or agreements. Parking access card holders who do not have their card present at time of exit of the parking facility will be subject to hourly charges or a lost ticket fee.
- (i) Loss, damage or theft of parking identification devices must be reported to the County Parking Division immediately, and a lost, stolen or damaged card will require a twenty-five (\$25.00) dollar replacement fee. County has the right to exclude any car from the parking facilities that does not have an identification device.
- (j) All damage or loss claimed to be responsibility of County must be reported prior to leaving the parking facility and the damage or loss must be itemized in writing and delivered to County within ten (10) business days after any claimed damage or loss occurs. Any claim not so made is waived. Landlord is not responsible for damage by water or fire, for the acts or omissions of others, or for articles left in vehicles. In any event, the total liability of County, if any, is limited to Two

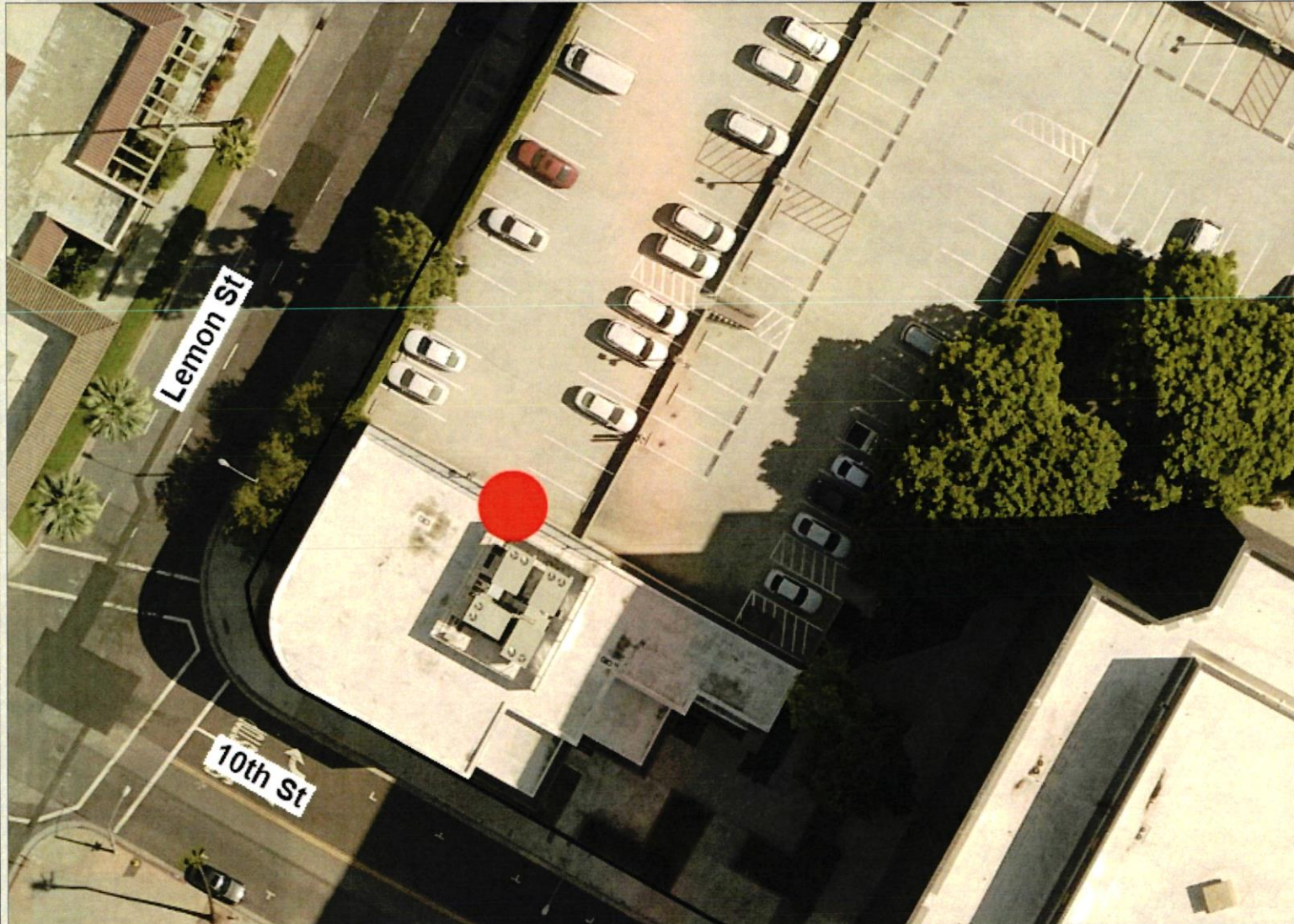
Hundred Fifty Dollars (\$250.00) for all damages or loss to any car. County is not responsible for loss of use.

- (k) Tenant agrees to use its reasonable, good faith efforts to cooperate in traffic mitigation programs which may be undertaken by County independently, or in cooperation with local municipalities or governmental agencies or other property owners in the vicinity of Project. Such programs may include, but shall not be limited to, carpools, vanpools and other ridesharing programs, public and private transit, flexible work hours, preferential assigned parking programs and programs to coordinate tenants within the Project with existing or proposed traffic mitigation programs.

**County of Riverside Ordinance 626 is strictly enforced in all County of Riverside parking structures and lots.**



Aerial of Utility Access  
3403 Tenth St, Riverside, CA 92501



Legend

County Centerline Names



**\*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

Red marker denotes proximal location of utility access in parking garage.

RV440

District 1

APN: 215-120-005

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