

LEASE AGREEMENT

by and between

**THE CITY OF RIVERSIDE
("Lessor")**

and

**THE COUNTY OF RIVERSIDE
("Lessee")**

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- Exhibit "A" – Site Plan and Legal Description of the Premises
- Exhibit "B" – Programming Plan
- Exhibit "C" – Construction Plan
- Exhibit "D" – Rules and Regulations
- Exhibit "E" – Confirmation of Lease Information
- Exhibit "F" – General Construction Specifications
- Exhibit "G" – Preliminary Drawings
- Exhibit "H" – Working Drawings

TERMS AND CONDITIONS

ARTICLE I BASIC PROVISIONS

1.1 **Parties.** THIS LEASE AGREEMENT ("Lease") is made and entered into this _____ day of _____, 2021, (the "Effective Date") by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("Lessor") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Lessee"). Collectively, Lessor and Lessee are referred to as "**Parties,**" or individually as "**Party.**"

1.2 **Premises.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, in accordance with the terms and conditions of this Lease, that Building, including all improvements therein, that are to be provided by Lessee under the terms of this Lease, commonly known by the street address of 2800 Hulen Place, in the City of Riverside, County of Riverside, State of California, 92507, and identified by Assessor's Parcel No. 210-130-025, as referenced on Exhibit "A" attached hereto and incorporated herein by reference, consisting of approximately 8,760 square feet of leasable space ("**Premises**"). The "**Building**" is that certain building containing the Premises and generally described as a one-story industrial building, located at the northeast end of a cul-de-sac generally known as the "Hulen Campus." In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to the Common Areas (as defined in Paragraph 1.8 below) as hereinafter specified, but shall not have any rights to the roof, exterior walls or utility raceways of the Building. The Premises, the Building, the Common Areas, the land upon which they are located are herein collectively referred to as the "**Project.**"

1.3 **Term.**

1.3.1 **Commencement.** This Lease shall be effective upon the date of its full execution by the Parties hereto. The Term of this Lease shall be for a period of one hundred twenty (120) months ("**Initial Term**") commencing on the earlier of (a) the date Lessee staff occupies the Premises, or (b) the date on which Lessee accepts the Premises for occupancy, which shall occur only after Lessor delivers to Lessee a copy of the Certificate of Occupancy executed by the appropriate governing authority and provided that Lessee, in its' sole discretion, is satisfied that all Lessor Improvements have been completed in accordance with the Improvement Plan, excepting minor punch list items (hereafter "**Commencement Date**"). The Original Term shall expire at midnight on the day following the last day of the one hundred twentieth (120) month term ("**Expiration Date**").

1.3.2 **Confirmation of Lease Information.** At such time as the Commencement Date of this Lease has been determined, either Party may deliver to the other Party a notice in the form set forth in the attached Exhibit "E," which the receiving Party shall execute, after making any corrections necessary to conform the information to the provisions of this Lease, and return to the forwarding Party within thirty (30) days after receipt. Either Party will use reasonable efforts to deliver the notice to the other Party within thirty (30) days after the Lease Commencement Date. Anything to the contrary notwithstanding, failure to forward or execute said notice shall not invalidate or nullify the provisions of this Lease.

1.4 **Rent.** As consideration for rent of the Property, Lessee shall be required to provide the programming services set forth below in Paragraph 1.6, and to contribute an amount not to exceed Two Million Three Hundred Thirty Eight Thousand One Hundred Seventy Six and 00/100th Dollars (\$2,338,176.00) for building improvements as set forth in Paragraph 5.1, and to pay to Lessor the sum of One Dollar (\$1.00) per year during the Term of this Lease.

1.5 **Security Deposit.** Upon Lessee's execution of the Lease, Lessee shall pay a Security Deposit in the amount of Zero Dollars (\$0.00).

1.6 **Permitted Use.** The Property shall be used as a behavioral health services facility ("**Program**"), in accordance with the Programming Plan, attached hereto and incorporated herein as Exhibit "B" ("**Programming Plan**"). Lessee will not use or permit the Premises to be used or occupied for any purpose or in any manner prohibited by any applicable law. Lessee will not commit waste or suffer or permit waste to be committed in, on, or about the Premises. Lessee will conduct its business and control its employees, agents, and invitees in such a manner as not to create any nuisance or interfere with, annoy, or disturb any other Lessee or occupant of the Project or Lessor in its operation of the Project.

1.7 **Exhibits.** The following Exhibits attached hereto are:

Exhibit "A"	Site Plan and Legal Description of the Premises
Exhibit "B"	Programming Plan
Exhibit "C"	Construction Plan
Exhibit "D"	Rules and Regulations
Exhibit "E"	Confirmation of Lease Information
Exhibit "F"	General Construction Specifications
Exhibit "G"	Preliminary Drawings
Exhibit "H"	Working Drawings (to be incorporated upon their completion and approval by the Parties).

If any inconsistency exists between this Lease and the Exhibits, the terms of the Exhibits shall prevail.

1.8 **Common Areas -- Definitions.** The term "**Common Areas**" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways within the Premises that are provided and designated by Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other lessees of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways and landscaped areas.

1.9 **Common Areas -- Lessee's Rights.** Lessor hereby grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations

or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable by Lessee.

1.10 **Common Areas – Lessor's Rights.** Lessor shall have the right, in Lessor's sole discretion, from time to time: to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways; to close any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available; to designate other land outside the boundaries of the Project to be a part of the Common Areas; to add additional buildings and improvements to the Common Areas; to use the Common Areas while engaged in making additional improvements, repairs, or alterations to the Project, or any portion thereof; and to do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

ARTICLE II PREMISES AND CAMPUS MANAGEMENT PLAN

2.1 **Condition.** Upon the Commencement Date, as set forth in Paragraph 1.3, Lessee shall be deemed to have accepted the Premises as suitable for Lessee's intended use and as being in good and sanitary operating order, condition and repair, without representation or warranty by Lessor as to the condition. Any exceptions to the foregoing must be by written agreement executed by Lessor and Lessee.

2.2 **Acceptance of Premises.** Lessee hereby acknowledges: (a) that it has been advised to satisfy itself with respect to the condition of the Property (including but not limited to the electrical and fire sprinkler systems, security, environmental aspects, seismic and earthquake requirements, and compliance with the Americans with Disabilities Act), and applicable zoning, municipal, county, state and federal laws, ordinances and regulations and any covenants or restrictions of record (collectively "**Applicable Laws**") and the present and future suitability of the Property for Lessee's intended use; (b) that Lessee has made such investigation as it deems necessary with reference to such matters, is satisfied with reference thereto, and assumes all responsibility therefore as the same relate to Lessee's occupancy of the Property and/or the terms of this Lease; and (c) that neither Lessor, nor any of Lessee's agents, has made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. As required by California Civil Code No 1938, an ADA Survey has not been conducted by a Certified Access Specialist for the Premises and/or surrounding Common Areas. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial

property owner or lessor may not prohibit lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of lessee or tenant, if requested by lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

2.3 **Campus Management Plan.** Lessor, or such other person(s) as Lessor may appoint, shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend, and enforce the Rules and Regulations, attached hereto and incorporated herein as Exhibit "D" ("**Rules and Regulations**"), as well as the management plan for the Hulen Campus, as may exist and be amended from time to time ("**Campus Management Plan**"). Lessee agrees to abide by and conform to all such Rules and Regulations and the Campus Management Plan, and to cause its employees, suppliers, shippers, customers, contractors, and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations or the Campus Management Plan by other lessees of the Project.

ARTICLE III TERM

3.1 **Term.** The Commencement Date, Expiration Date, and Initial Term of this Lease are as specified in Paragraph 1.3.

3.2 **Delay in Possession.** If for any reason Lessor cannot deliver possession of the Premises to Lessee by the Commencement Date, Lessor shall not be subject to any liability therefore, nor shall such failure affect the validity of this Lease, or the obligations of Lessee hereunder, or extend the term hereof, but in such case, Lessee shall not, except as otherwise provided herein, be obligated to pay rent or perform any other obligation of Lessee under the terms of this Lease until Lessor delivers possession of the Premises to Lessee. If possession of the Premises is not delivered to Lessee within eighteen (18) months after the Effective Date of the Lease, Lessee may, at its option, by notice in writing to Lessor within ninety (90) days after the end of said eighteen (18) month period, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder; provided further, however, that if such written notice of Lessee is not received by Lessor within said ninety (90) day period, Lessee's right to cancel this Lease hereunder shall terminate and be of no further force or effect.

3.3 **Lease Extensions.** Following the Initial Term, the Parties may extend this Lease for two (2) additional (5) year periods (each a "**Renewal Term**"), upon mutual written agreement of the Parties. The Initial Term and Renewal Term(s), to the extent exercised by the Parties, may be referred to in this Lease collectively as the "Term."

3.4 **Surrender.** Lessee agrees that on the last day of the Term or on the earlier termination of this Lease, Lessee shall surrender the Premises to Lessor in good condition and repair (damage by acts of God, fire, and normal wear and tear excepted), but with all interior walls

cleaned and repaired, any carpets cleaned, and all floors cleaned and waxed. Normal wear and tear shall not include any damage or deterioration that would have been prevented by proper maintenance by Lessee or Lessee otherwise performing all of its obligations under this Lease. On or before the expiration or sooner termination of this Lease, Lessee may remove all Lessee-Owned Alterations and Utility Installations (as defined in Paragraph 5.3) and repair any damage caused by such removal. Any of Lessee's Property not so removed by Lessee shall be deemed abandoned and may be stored, removed, and disposed of by Lessor, and Lessee waives all claims against Lessor for any damages resulting from Lessee's retention and disposition of such property.

3.5 **Limited Right of Holdover.** Except as otherwise provided below, Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease. Nothing contained herein shall be construed as a consent by Lessor to any holding over by Lessee. However, notwithstanding the foregoing, in the event that clients at the Premises ("**Clients**") must be relocated to other facilities at the Expiration Date, from and after the Expiration Date, Lessee's possession of the Premises shall be pursuant to a month-to-month tenancy which is terminable by either Lessor or Lessee on ninety (90) days' notice to the other.

ARTICLE IV USE

4.1 **Permitted Use.** Lessee shall use and occupy the Premises only for the Permitted Use set forth in Paragraph 1.6 and for no other purpose, unless agreed upon by the Parties by written amendment to this Lease. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates waste or a nuisance, or that unreasonably disturbs owners and/or occupants of, or causes damage to the Premises or neighboring premises or properties.

4.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment, or the Premises; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. "**Hazardous Substance**" shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products or by-products thereof. Lessee shall not engage in any activity in or about the Premises, which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Lessor and compliance in a timely manner (at Lessee's sole cost and expense) with all Applicable Requirements (as defined in Paragraph 4.3). "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and (iii) the presence in, on or about the Premises of a Hazardous

Substance with respect to which any Applicable Laws require that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may, without Lessor's prior consent, but upon notice to Lessor and in compliance with all Applicable Requirements, use any ordinary and customary materials reasonably required to be used by Lessee in the normal course of the Permitted Use, so long as such use is not a Reportable Use and does not expose the Premises or the Project to any meaningful risk of contamination or damage or expose Lessor to any liability therefore. In addition, Lessor may (but without any obligation to do so) condition its consent to any Reportable Use of any Hazardous Substance by Lessee upon Lessee's giving Lessor such additional assurances as Lessor, in its reasonable discretion, deems necessary to protect itself, the public, the Premises and the environment against damage, contamination or injury and/or liability thereto.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises or the Building, other than as previously consented to by Lessor, Lessee shall immediately give Lessor written notice thereof, together with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action, or proceeding given to, or received from, any governmental authority or private party concerning the presence, spill, release, discharge of, or exposure to, such Hazardous Substance including but not limited to all such documents as may be involved in any Reportable Use involving the Premises. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including, without limitation, through the plumbing or sanitary sewer system).

(c) **Indemnification.** Lessee shall indemnify, protect, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, and the Premises, harmless from and against any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, loss of permits and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee or by anyone under Lessee's control, or Hazardous Substances of which Lessee has actual or constructive knowledge but fails to report pursuant to Paragraph 4.2(b); provided, however, notwithstanding the foregoing, Lessee shall not otherwise be liable for any Hazardous Substances of which Lessee has no actual or constructive knowledge of, the existence of which predates September 1, 2006.

Lessee's obligations under this Paragraph 4.2(c) shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation (including consultants' and attorneys' fees and testing), removal, remediation, restoration and/or abatement thereof, or of any contamination therein involved, and shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

4.3 **Lessee's Compliance with Requirements.** Lessee shall, at Lessee's sole cost and expense, fully, diligently and in a timely manner, comply with all "Applicable Requirements" which term is used in this Lease to mean all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, the requirements of any

applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants, subject to Lessee's independent review through Lessee's engineers and/or consultants, relating in any manner to the Premises (including but not limited to matters pertaining to (i) industrial hygiene, (ii) environmental conditions on, in, under or about the Premises, including soil and groundwater conditions, and (iii) the use, generation, manufacture, production, installation, maintenance, removal, transportation, storage, spill, or release of any Hazardous Substance), now in effect or which may hereafter come into effect. Lessee shall, within fifteen (15) days after receipt of Lessor's written request, provide Lessor with copies of all documents and information, including but not limited to permits, registrations, manifests, applications, reports and certificates, evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Lessee or the Premises to comply with any Applicable Requirements.

4.4 **Inspection; Compliance with Law.** Lessor, Lessor's agents, employees, contractors and designated representatives, and the holders of any mortgages, deeds of trust or ground leases on the Premises ("Lenders") shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times upon five (5) days prior notice to Lessee, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease and all Applicable Requirements (as defined in Paragraph 4.3), and Lessor shall be entitled to employ experts and/or consultants in connection therewith to advise Lessor with respect to Lessee's activities, including but not limited to Lessee's installation, operation, use, monitoring, maintenance, or removal of any Hazardous Substance on or from the Premises. The costs and expenses of any such inspections shall be paid by the party requesting same, unless a Default or Breach of this Lease by Lessee or a violation of Applicable Requirements or a contamination, caused or materially contributed to by Lessee, is found to exist or to be imminent, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation or contamination. In such case, Lessee shall upon request reimburse Lessor or Lessor's Lender, as the case may be, for the costs and expenses of such inspections.

ARTICLE V RESPONSIBILITIES OF THE PARTIES

5.1 Lessee's Responsibilities

(a) **Premises.** Lessee shall, at Lessee's sole cost and expense and at all times, keep in good order, condition, and repair the structural integrity of the Premises, interiorly and exteriorly, including all improvements, fixtures, walls, ceilings, floors, windows, doors, plate glass, skylights, signage, and equipment situated on or used in connection with the Premises, as well as HVAC and any other interior or exterior equipment which exclusively serves the Premises. Lessee's obligations shall include restorations, or replacements when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition, and state of repair.

(b) **Lessor Improvement Costs.** Lessee shall be financially responsible for the Lessor Improvements and shall provide funds not to exceed Two Million Three Hundred Thirty Eight Thousand One Hundred Seventy Six and 00/100th Dollars (\$2,338,176.00) for the work set forth in the Construction Plan, Preliminary Drawings, and Working Drawings (collectively the "**Improvement Plan**"), including any predevelopment costs associated therewith. Lessee shall pay the Lessor for the Lessor Improvements in accordance with a mutually agreeable schedule, not more often than biweekly, as Lessor initiates the work referenced in the Improvement Plan. Notwithstanding the foregoing, upon the Effective Date of this Lease, Lessor will request, in writing, and Lessee shall advance an upfront payment of Two Hundred Fifty Thousand Dollars (\$250,000) to Lessor for Lessor Improvements within forty-five (45) days of such request, and such amount count toward the Lessee's obligation set forth herein.

(c) **Relocation Obligations.** Lessee acknowledges that the Lessor Improvement, as described below in Paragraph 5.2(b), will temporarily displace Clients who are living on the Premises. Lessee shall be solely responsible for the relocation of all Clients who are displaced as a result of the Lessor Improvement, including all costs associated therewith, regardless of the duration of the displacement. Lessee shall ensure compliance with all state and federal relocation and displacement rules, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. 4601 et seq., and all implementing regulations thereto, 49 CFR Part 24.

(d) **Programming.** Lessee shall, at all times, operate the Premises as a behavioral health services facility, in accordance with the Programming Plan, and meet the performance standards set forth therein.

(e) **Fire.** During the Lease Term, Lessee shall be responsible for fire certifications required by code (including but not limited re-charge and re-inspection of Premises and fire extinguishers).

(f) **Janitorial Services.** Lessee shall be responsible for its own janitorial service.

(g) **Trash.** Lessee shall be responsible for its trash and refuse services. Lessee shall deposit such trash and refuse only in the area assigned to Lessee by Lessor.

(h) **Maintenance.** Lessee shall be responsible for its maintenance of the Premises.

5.2 **Lessor's Responsibilities.**

(a) **Common Areas.** Lessor shall ensure the maintenance of the Common Areas. Subject to Article II, Lessor shall keep in good order, condition and repair, if located in the Common Areas, fire hydrants, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof. Lessor shall, within seventy-two (72) hours of notice by Lessee, repair any damages deemed an emergency. Emergency

shall be defined as those items necessary for the continued operation of the business and which are Lessor's responsibility to maintain and repair.

(b) **Lessor Improvement.** Lessor shall complete the improvements set forth in the Improvement Plan ("Lessor Improvement"), no later than eighteen (18) months following the Effective Date, unless the Parties otherwise mutually agree, in writing, to an extension. Lessor Improvement costs shall be financed by Lessee, as set forth in Paragraph 5.1(b).

(c) **Warranties for Lessor Improvement.** Lessor shall make good faith efforts to secure warranties for the goods and services provided in the construction of the Lessor Improvement and to actively pursue claims under those warranties should the Lessor be notified of any defects in the Lessor Improvement during any of the warranties' covered period.

(d) **Unexpected Repairs.** Notwithstanding the fact that Lessee accepts the Premises AS-IS, should any improvements or repairs be needed to correct a defect or condition of the Premises, the cause of which predates Substantial Completion, as defined Section 6.1 of the Construction Plan, Lessor shall make good faith efforts to work with the Lessee to identify funding mechanisms by which such condition(s) can be addressed in a reasonable and timely manner.

5.3 Utility Installations, Trade Fixtures, Alterations.

(a) **Definitions; Consent Required.** The term "Utility Installations" is otherwise used in this Lease to refer to all air lines, power panels, electrical distribution, security, fire protection systems, communications systems, lighting fixtures, heating, ventilating and air conditioning equipment, plumbing, and fencing in, on or about the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment, which can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements on the Premises, which are provided by Lessor under the terms of this Lease, other than Utility Installations or Trade Fixtures, and which become permanently affixed to the Premises. "Lessee-Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 5.4. Lessee shall not make nor cause to be made any Alterations or Utility Installations in, on, under or about the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Utility Installations not requiring a Building Permit to the interior of the Premises (excluding the roof) without Lessor's consent but upon notice to Lessor, so long as they are not visible from the outside of the Premises, do not involve puncturing, or removing the roof or any existing walls, or changing or interfering with the fire sprinkler or fire detection systems.

(b) **Consent.** Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of Lessor shall be presented to Lessor in written form with detailed plans. All consents given by Lessor shall be deemed conditioned upon: (i) Lessee's acquiring all applicable permits required by governmental authorities; (ii) the furnishing of copies of such permits together with a copy of the plans and specifications for the Alteration or Utility Installation to Lessor prior to commencement of the work thereon; and (iii) the compliance by Lessee with all conditions of said permits in a prompt and expeditious manner. Any Alterations or Utility Installations by Lessee during the Term of this Lease shall be done in a good and

workmanlike manner, with good and sufficient materials, and be in compliance with all Applicable Requirements. Lessee shall promptly upon completion thereof furnish Lessor with as-built plans and specifications therefore.

(c) **Lien Protection.** Lessee shall pay when due all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. If Lessee shall, in good faith, contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense, defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against Lessor or the Premises. If Lessor shall require, Lessee shall furnish to Lessor a surety bond satisfactory to Lessor in an amount equal to one and one-half times the amount of such contested lien claim or demand, indemnifying Lessor against liability for the same, as required by law for the holding of the Premises free from the effect of such lien or claim. If Lessee fails to protect Lessor as described herein above, and upon five (5) days written notice to Lessee, Lessor may require Lessee to pay Lessor's attorneys' fees and costs in such action.

5.4 **Ownership and Removal.**

(a) **Ownership.** Subject to Lessee's right to their removal, all Lessee-Owned Alterations and Utility Installations shall, at the expiration or earlier termination of this Lease, become the property of Lessor and remain upon the Premises and be surrendered with the Premises by Lessee.

(b) **Removal.** Unless otherwise agreed in writing, Lessee shall remove Lessee-owned fixtures. Lessor may require the removal at any time of all or any part of any Alterations or Utility Installations made without the required consent of Lessor.

ARTICLE VI INSURANCE; INDEMNITY

6.1 **Liability Insurance Generally.** If Lessee is an authorized self-insured public entity for purposes of Professional Liability, General Liability, and Workers' Compensation, or as to other coverages required herein, it hereby warrants that it has the equivalent of the following coverages adequate to protect against liabilities arising out of the performance of the terms, conditions, or obligations of this Lease.

Prior to Lessor's execution of this Lease, Lessee shall obtain, and shall thereafter maintain during the term of this Lease at Lessee's sole expense, such commercial general liability insurance as required to insure Lessee against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Lessee. Additionally, Lessee shall obtain and thereafter maintain during the term of this Lease at Lessee's sole expense, casualty insurance insuring the Property against fire damage, satisfactory to and with loss payable to Lessor. All liability insurance shall be issued by insurance companies authorized

to transact liability insurance business in the State of California. Lessee's commercial general liability policy shall cover both bodily injury (including death) and property damage (including but not limited to premises-operations liability, products-completed operations liability, independent contractors liability, personal injury liability, and contractual liability), in an amount not less than \$1,000,000 per-occurrence, \$2,000,000 aggregate. These minimum amounts of coverage shall not constitute any limitation or cap on Licensee's indemnification obligations set forth herein.

Insurance policies or original certificates of participation in an approved self-insurance program and evidencing the coverage required by this Lease for the commercial general liability insurance shall be filed with Lessor. Said policies or certifications shall be in the usual form of commercial general liability insurance or certification and shall evidence Lessor, its officers and employees, as additional insureds. The policies shall not be canceled prior to the termination of this Lease unless thirty (30) days prior written notification of intended cancellation has been given to Lessor by certified or registered mail. Lessor, its agents and employees make no representation that the limits of the insurance specified to be carried by Lessee pursuant to this Lease are adequate to protect Lessee. If Lessee believes that any required insurance coverage is inadequate, Lessee will obtain such additional insurance coverage as Lessee deems adequate, at Lessee's sole expense. Insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Lease, for both commercial general and auto liability, shall be filed with Lessor and shall include Lessor, their officers, agents and employees as additional insureds. Said policies shall be in the usual form of commercial general liability insurance, but shall include the following:

"It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy."

6.2 Insurance – Improvements and Personal Property. Lessee-Owned Alterations and Utility Installations, Trade Fixtures and Lessee's personal property shall be insured by Lessee pursuant to Paragraph 6.1. If the coverage is available and commercially appropriate, Lessor's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by Lender), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Building required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance. Said policy or policies shall also contain an agreed valuation provision in lieu of any co-insurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest where the Premises are located. Lessor shall not be required to insure Lessee-Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

6.3 **Vendor and Provider Requirements.** In addition to the requirements set forth hereinabove, Lessee shall make good faith diligent efforts to secure the written agreement of each of Lessee's providers or vendors, to protect, defend, indemnify, and hold harmless the City, and its officers, employees, and agents with respect to claims arising out of, in connection with, or in any way related to the work that each respective provider or vendor is rendering for the Project. In the event Lessee fails to obtain such defense and indemnity obligations from others as required herein, Lessee agrees to be fully responsible according to the terms of this Article.

6.4 **Workers' Compensation Insurance.** By executing this Lease, Lessee certifies that Lessee is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any work.

6.5 **Premium Increases.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas if said increase is caused exclusively by Lessee's acts, omissions, use or occupancy of the Premises.

6.6 **Indemnity.** Except for Lessor's sole negligence and/or breach of express warranties, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, costs, liens, judgments, penalties, loss of permits, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the occupancy of the Premises or delivery of the Program by Lessee, the conduct of Lessee's business, any act, omission or neglect of Lessee, its agents, contractors, or employees, whether active or passive, and out of any Default or Breach by Lessee in the performance in a timely manner of any obligation on Lessee's part to be performed under this Lease. The foregoing shall include, but not be limited to, the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against Lessor) litigated and/or reduced to judgment. In case any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be so indemnified.

6.7 **Exemption of Lessor from Liability.** Unless caused by Lessor's negligent act or omission, Lessor shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether said injury or damage results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part, from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible or not. Lessor shall not be liable for any damages arising from any act or neglect of any other lessee of Lessor nor from the failure by Lessor to enforce the provisions of any other lease.

6.8 **Security Measures.** Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees, and their property from the acts of third parties.

ARTICLE VII DAMAGE OR DESTRUCTION

7.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the Premises, other than Lessee-Owned Alterations and Utility Installations, the repair cost of which damage or destruction is less than fifty percent (50%) of the then Replacement Cost (as defined in Paragraph 7.1(d)) of the Premises (excluding Lessee-Owned Alterations and Utility Installations and Trade Fixtures) immediately prior to such damage or destruction.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the Premises, other than Lessee-Owned Alterations and Utility Installations, the repair cost of which damage or destruction is fifty percent (50%) or more of the then Replacement Cost of the Premises (excluding Lessee-Owned Alterations and Utility Installations and Trade Fixtures) immediately prior to such damage or destruction. In addition, damage or destruction to the Building, other than Lessee-Owned Alterations and Utility Installations and Trade Fixtures of any lessees of the Building, the cost of which damage or destruction is fifty percent (50%) or more of the then Replacement Cost (excluding Lessee-Owned Alterations and Utility Installations and Trade Fixtures of any lessees of the Building) of the Building shall, at the option of Lessor, be deemed to be Premises Total Destruction.

(c) **"Insured Loss"** shall mean damage or destruction to the Premises, other than Lessee-Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Article VI, irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of applicable building codes, ordinances or laws, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises.

7.2 **Premises Partial Damage - Insured Loss.** If Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee-Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect. In the event, however, that there is a material shortage of insurance proceeds and such shortage is due to the fact that, by reason of the unique nature of the improvements in the Premises, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay

for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within ten (10) days following receipt of written notice of such shortage and request therefore. If Lessor receives said funds or adequate assurance thereof within said ten (10) day period, Lessor shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. Unless otherwise agreed, Lessee shall in no event have any right to reimbursement from Lessor for any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 7.3 rather than Paragraph 7.2, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

7.3 Partial Damage - Uninsured Loss. If Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense and this Lease shall continue in full force and effect), Lessor may at Lessor's option, either (i), substantially repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after receipt by Lessor of knowledge of the occurrence of such damage of Lessor's desire to terminate this Lease as of the date thirty (30) days following the date of such notice. In the event Lessor elects to give such notice of Lessor's intention to terminate this Lease, Lessee shall have the right within ten (10) days after the receipt of such notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage totally at Lessee's expense and without reimbursement from Lessor. Lessee shall provide Lessor with the required funds or satisfactory assurance thereof within thirty (30) days following such commitment from Lessee. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the funds or assurance thereof within the times specified above, this Lease shall terminate as of the date specified in Lessor's notice of termination.

7.4 Total Destruction. Notwithstanding any other provision hereof, if Premises Total Destruction occurs (including any destruction required by any authorized public authority), this Lease shall terminate sixty (60) days following the date of such Premises Total Destruction, whether or not the damage or destruction is an Insured Loss or was caused by a negligent or willful act of Lessee. In the event, however, that the damage or destruction was caused by Lessee, Lessor shall have the right to recover Lessor's damages from Lessee.

7.5 Hazardous Substance Conditions. If a Hazardous Substance Condition occurs, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by Applicable Requirements and this Lease shall continue in full force and effect), Lessor may at Lessor's option either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible, at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition of Lessor's desire to terminate this Lease as of the date sixty (60) days following the date of such notice. In the event Lessor elects to give such notice of Lessor's intention to terminate this Lease, Lessee shall have the right within ten (10) days after the receipt

of such notice to give written notice to Lessor of Lessee's commitment to pay for the excess costs of investigation and remediation of such Hazardous Substance Condition to the extent required by Applicable Requirements. Lessee shall provide Lessor with the funds required of Lessee or satisfactory assurance thereof within thirty (30) days following said commitment by Lessee. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such investigation and remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time period specified above, this Lease shall terminate as of the date specified in Lessor's notice of termination.

7.6 **Waiver of Statutes.** Lessor and Lessee agree that the terms of this Lease shall govern the effect of any damage to or destruction of the Premises and the Building with respect to the termination of this Lease and hereby waive the provisions of any present or future statute to the extent it is inconsistent herewith, provided Lessor's and Lessee's respective counsels opine that such inconsistency exists.

ARTICLE VIII TAXES AND UTILITIES

8.1 **Possessory Interest Tax.** Lessee recognizes and understands that this Lease may create a possessory interest subject to taxation and that Lessee may be assessed for the payment of taxes levied on such interest. Lessee and Lessor have agreed (if applicable) that Lessor shall pay any possessory interest tax assessed to Lessee during the Term of this Lease, so long as (1) Lessee is current on the payment of all rent due as of a date which is thirty (30) days prior to the due date for payment of the tax to the Riverside County Treasurer and (2) Lessee has submitted the tax bill to Lessor at least thirty (30) days prior to the due date for the tax payment. If the tax bill to be paid is not submitted to Lessor at least thirty (30) days prior to the due date, Lessee shall pay the tax, any penalties, and any collection costs due to the Riverside County Treasurer. Lessee shall be reimbursed by Lessor for any such payment of the tax, but not any penalties or collection costs paid by Lessee, so long as Lessee is current on all rent due and has submitted verification of payment of the tax to Lessor. If Lessee is not current on all rent due, then Lessor no longer has an obligation to pay the possessory interest tax.

8.2 **Utilities.** Lessee shall pay directly for all utilities and services supplied to the Premises, including but not limited to electricity, water, trash, security, and gas together with any taxes thereon. Lessee shall be responsible for the cost of television reception and internet services.

ARTICLE IX ASSIGNMENT AND SUBLETTING

9.1 **Lessor's Consent Required.**

(a) Excepting a Program operator hired by Lessee, Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or otherwise transfer or encumber

(collectively, "assign") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) An assignment or subletting of Lessee's interest in this Lease without Lessor's specific prior written consent shall be a non-curable Breach without the necessity of any notice and grace period. In such case, Lessor shall have the right to terminate this Lease.

9.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, any assignment or subletting shall not (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, nor (iii) alter the primary liability of Lessee for the performance of any other obligations to be performed by Lessee under this Lease.

(b) Lessor may accept any rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of any rent for performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for the Default or Breach by Lessee of any of the terms, covenants, or conditions of this Lease.

(c) The consent of Lessor to any assignment or subletting shall not constitute consent to any subsequent assignment or subletting by Lessee or to any subsequent or successive assignment or subletting by the assignee or sublessee. However, Lessor may consent to subsequent subletting and assignments of the sublease or any amendments or modifications thereto without notifying Lessee or anyone else liable under this Lease or the sublease and without obtaining their consent, and such action shall not relieve such persons from liability under this Lease or the sublease.

(d) In the event of any Default or Breach of Lessee's obligation under this Lease, Lessor may proceed directly against Lessee or anyone else responsible for the performance of Lessee's obligations under this Lease, including any sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request or consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested by Lessor.

(f) Any assignee of, or sublessee under this Lease shall, by reason of accepting such assignment or entering into such sublease, be deemed, for the benefit of Lessor, to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment

or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented in writing.

9.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessor shall not, by reason of the foregoing provision or any other assignment of such sublease to Lessor, be deemed liable to any sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee under such sublease.

(b) Any matter or thing requiring the consent of the sublessor under a sublease shall also require the consent of Lessor herein.

(b) No sublessee under a sublease approved by Lessor shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(c) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

9.4 **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, Lessor shall, in the event of any such surrender, termination or cancellation, have the option to continue any one or all of any existing subleases.

ARTICLE X DEFAULT, BREACH, AND REMEDIES; EARLY TERMINATION

10.1 **Default.** A "Default" by Lessee is defined as a failure by Lessee to observe, comply with or perform any of the terms, covenants, conditions or rules applicable to Lessee under this Lease, and shall include but not be limited to:

- (a) The vacation or abandonment of the Premises or a disruption in services for a period time exceeding three (3) business days.
- (b) The failure by Lessee to perform in accordance with the Programming Plan and the Rules and Regulations.
- (c) The failure by Lessee to make any monetary payment required to be made by Lessee hereunder when due.

- (d) The failure by Lessee to provide Lessor with reasonable evidence of insurance required under this Lease.
- (e) The failure of Lessee to fulfill any obligation under this Lease, which endangers or threatens life or property, where such failure continues for a period of one (1) business day following written notice thereof by or on behalf of Lessor to Lessee.
- (f) The failure by Lessee to provide Lessor with reasonable written evidence (in duly executed original form, if applicable) of compliance with Applicable Requirements and Applicable Laws when requested.
- (g) The occurrence of any of the following events: (i) the making by Lessee of any general arrangement or assignment for the benefit of creditors; (ii) Lessee's becoming a "debtor" as defined in 11 U.S. Code Section 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days; provided, however, in the event that any provision of this Subparagraph 10.1(h) is contrary to any applicable law, such provision shall be of no force or effect, and shall not affect the validity of the remaining provisions.
- (h) As set forth in Paragraph 9, any assignment or subletting not authorized by Lessor.
- (i) Any failure of Lessee to otherwise perform, satisfy, or abide by any of the terms, covenants, conditions or provisions of this Lease.

10.2 **Breach.** In the event that Lessee is in Default of this Lease, Lessor shall notify Lessee in writing of the nature of the Default and of the corrective action to be taken. If corrective action is not commenced within ten (10) business days after receipt of written notice and not completed within sixty (60) days thereafter, or longer, if Lessee is diligently pursuing corrective action, such failure by Lessee shall constitute a "Breach," and Lessor may:

- (a) Terminate this Lease by written notice to Lessee ("**Notice of Termination**"), which termination shall take effect thirty (30) days after delivery of the Notice of Termination, unless such Default is cured in this timeframe and Lessor agrees to withdraw the Notice of Termination.

(b) Perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. The costs and expenses of any such performance by Lessor shall be due and payable by Lessee to Lessor upon invoice therefore.

(c) Pursue any other remedy now or hereafter available to Lessor under the laws or judicial decisions of the state wherein the Premises are located.

Lessor and Lessee agree that if an attorney (including, but not limited to the City Attorney) is consulted by Lessor in connection with a Lessee Default or Breach (as hereinafter defined), \$500.00 is a reasonable minimum sum per such occurrence for legal services and costs in the preparation and service of a Notice of Default, and that Lessor may include the cost of such services and costs in said notice as rent due and payable to cure said Default provided Lessee is actually in default as defined herein.

In the case of an unauthorized assignment or sublet of this Lease, pursuant to Paragraph 9.1, Lessor shall provide Lessee written Notice of Default and the opportunity to cure the Default within ninety (90) days.

10.3 Parties' Right to Early Termination. The Parties hereto recognize and understand that the Lessee's use of the Premises and funding of the Lessor Improvements originates from County, State, and/or Federal sources, and therefore Lessee shall have the right to terminate this Lease if such funding is reduced or otherwise becomes unavailable, based on Lessee's annual fiscal budget, or (b) if any law, rule or regulation precludes, prohibits or materially adversely impairs Lessee's ability to use the Premises for the use permitted herein. Parties also recognize that Lessor's ability to lease the Premises, for the Rent and under the terms set forth herein, is contingent upon the availability of funds from City, State, and/or Federal sources, to cover the operational costs for the Hulen Campus, and therefore Lessor shall have the right to terminate this Lease if such funding is reduced or otherwise becomes unavailable, based on Lessor's annual fiscal budget, or (b) if changes in the operational plan for Hulen Campus prohibit or materially adversely impair Lessor's ability to offer the Premises for the use permitted herein.

In the event that either Party wishes to terminate this Lease pursuant to this Paragraph 10.3, the terminating party shall provide the other with sixty (60) days written notice of its intent to terminate ("**Notice of Early Termination**"). In such instance, both Parties shall make good faith efforts to identify alternative funding sources and/or arrangements for the Program or Lessor Improvement. If no alternative can be arranged, such termination shall take effect on the sixty-first (61st) day following the delivery of the Notice of Early Termination, unless the Parties mutually agree in writing to additional time before such termination takes effect.

**ARTICLE XI
MISCELLANEOUS**

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

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

11.3 **No Prior or Other Agreements.** This Lease is intended by the Parties as a final expression of the Parties' understanding and contains all agreements between the Parties with respect to any matter mentioned herein and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written, in connection therewith, and no other prior or contemporaneous agreement or understanding shall be effective as of the Effective Date of this Lease.

11.4 **Notices.**

(a) **Notice Requirements.** All notices required or permitted by this Lease shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 11.4. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notice purposes. Either Party may by written notice to the other specify a different address for notice purposes. A copy of all notices required or permitted to be given to either party hereunder shall be concurrently transmitted to such Party or Parties at such addresses as either Party may from time to time hereafter designate by written notice to the other Party.

(b) **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt, or if no delivery date is shown, the postmark thereon. Notices delivered by courier or by an overnight delivery service, shall be deemed given on the date of delivery shown on the receipt.

11.5 **Waivers.** No waiver by either party of the Default or Breach of any term, covenant or condition hereof by either party, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by the other party of the same or any other term, covenant or condition hereof. Either party's consent to, or approval of, any such act shall not be deemed to render unnecessary the obtaining of the other party's consent to, or approval of, any subsequent or similar act by the other party, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. Regardless of Lessor's knowledge of a Default or Breach at the time of accepting rent, the acceptance of rent by Lessor shall not be a waiver of any Default or Breach by Lessee of any provision hereof. Any payment given Lessor by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith,

which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

11.6 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

11.7 Covenants and Conditions. All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions.

11.8 Binding Effect; Choice of Law. This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Lease shall be tried in the Riverside Branch of the Consolidated Courts of Riverside County, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

11.9 Attorneys' Fees. If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party as determined by a court of competent jurisdiction in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The attorneys' fee award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. Lessor shall be entitled to attorneys' fees, costs and expenses incurred in preparation and service of notices of Default and consultations in connection therewith, provided Lessee is actually in default as defined herein, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach.

11.10 Lessor's Access; Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times for the purpose of showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements or additions to the Premises or to the Building, as Lessor may reasonably deem necessary. Lessor may at any time during the last one hundred eighty (180) days of the term hereof advertise the Premises "For Lease" on signs placed on or about the Building. All such activities of Lessor shall be without abatement of rent or liability to Lessee.

11.11 Signs. Lessee shall be responsible for the cost of the sign inserts and/or plaques upon the Building. Lessee shall be permitted, at Lessee's sole cost and expense, to install upon the exterior of the Premises or the Building (but not on the roof) signs subject to Lessor's prior written consent, which shall not be unreasonably withheld. Such signs shall be in a location designated by Lessor and shall comply with applicable City requirements and ordinances and the signage criteria established for the Project by Lessor. Lessee shall be responsible for the ongoing maintenance, repair and replacement of all such signage.

11.12 Authority. If either Party hereto is a corporation, trust, or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants

that he or she is duly authorized to execute and deliver this Lease on its behalf. If Lessee is a corporation, limited liability company, trust or partnership, Lessee shall, within thirty (30) days after requested by Lessor, deliver to Lessor evidence satisfactory to Lessor of such authority.

11.13 **Offer.** Preparation of this Lease by either Lessor or Lessee or Lessor's agent or Lessee's agent and submission of same to Lessee or Lessor shall not be deemed an offer to lease. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

11.14 **Amendments.** This Lease may be modified only in writing, signed by the parties in interest at the time of the modification.

11.15 **Force Majeure.** Performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God or any other deity; acts of the public enemy; epidemics; pandemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation, including litigation challenging the validity of this transaction or any element thereof, or any portion thereof, unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, or suppliers; acts of the other party; acts or failure to act of any other public or governmental agency or entity; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by mutual agreement among the Parties. That notwithstanding, if said prevention or delay extends for one (1) year, any party, by notice in writing to the other, may terminate this Agreement.

[Signatures on Following Page]

The Parties hereto have executed this Lease at the place and on the dates specified below their respective signatures.

LESSOR

LESSEE

THE CITY OF RIVERSIDE, a
California charter city and municipal
corporation

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

By: _____
Al Zelinka
City Manager

By: _____
Karen Spiegel, Chair
Board of Supervisors

Attested to:

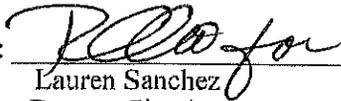
Attested to:

By: _____
Donesia Gause
City Clerk

By: _____
Kecia R. Harper
Clerk of the Board

Approved as to Form:

Approved as to Form:
Gregory P. Priamos
County Counsel

By:  _____
Lauren Sanchez
Deputy City Attorney

By: _____
Wesley W. Stanfield
Deputy County Counsel

Address:

Address:

3900 Main Street
Office of Homeless Solutions
Attn: City Manager
Riverside, CA 92522

County of Riverside
Facilities Management
3133 Mission Inn Avenue
Riverside, CA 92507
Attn: Deputy Director of Real Estate

EXHIBIT "A"

**SITE PLAN AND LEGAL DESCRIPTION OF THE PREMISES
(Attached)**

EXHIBIT A

Project: Hulen Place Homeless Shelter

Parcel 4 of Parcel Map No. 22083, as shown by map filed in Book 155, Pages 36 and 37 of Parcel Maps, Records of Riverside County, California.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.

 6/23/05 Date ll Prep.
Mark S. Brown, L.S. 5655
License Expires 9/30/05



EXHIBIT "B"

**PROGRAMMING PLAN
(Attached)**

Exhibit B

Programming Plan

1. **General.** Lessee shall operate a permanent supportive housing program consisting of 33 individual units ("Program"), housing primarily chronically homeless adults. The Program shall both house and service clients. The bulk of the housing is permanent as defined by Housing and Urban Development (HUD) Continuum of Care (CoC) regulations. However, all efforts shall be made to assist clients in transitioning to other forms of less resource intensive housing consistent with HUD and local CoC "moving on" initiatives.
2. **Purpose.** The purpose of the Program is to provide a safe and stable environment to meet the housing and services needs of clients. This shall include both the residential component of the program as well as drop-in center services that include screening/referral to social & healthcare services, showers, laundry, and refreshments.
3. **Hours of Operation.** Program will operate 7 days a week, 24 hours a day; drop-in center hours may vary.
4. **Daily Programming.** Per HUD CoC regulations residents must participate in housing case management services, but as a low-barrier, Housing First program participation in disability related services cannot be mandated. However, optional daily programming shall include scheduled activities, optional treatment groups for education, recovery, and support. Staff will also link participants to full service partnership services including intensive case management, individual therapy, group therapy, substance use treatment services, and medication support services, including appointments, medication reconciliation, and pharmacy refills.
5. **Staff.** All Program staff shall be trained in Nonviolent Crisis Intervention training (or equivalent) to assist clients during crisis, and be available, on-site, at all times for support and supervision.
6. **Requested Assessments.** At the request of Lessor, Lessee shall perform assessments of homeless adults who are seeking services, regardless of whether or not that particular individual formally enters the Program.
7. **Reports.** Lessee shall provide reports to Lessor upon request to the RUHS-BH Deputy over Housing or his or her designee with details as to how many clients received services in the preceding months, the nature of the services received, and how many individuals, if any, were turned away from the Program and the reasons as to why those individuals were denied Program services.
8. **Local Preference.** To the extent possible as permitted by Coordinated Entry System referral process, Lessee shall also give preference to individuals who are residents of the City of Riverside. Preferences shall affect only the order in which applicants are selected from the waiting list. They do not make anyone eligible who is not otherwise eligible, and they do not change Lessee's right to adopt and enforce client-screening criteria.

EXHIBIT "C"

CONSTRUCTION PLAN
(Attached)

CONSTRUCTION PLAN
(2800 Hulen Place, Riverside)

This Construction Plan shall set forth the terms and conditions relating to the construction of the Lessor Improvements in the Premises. This Construction Plan is essentially organized chronologically and addresses the issues of the construction of the Premises, in sequence, as such issues will arise during the actual construction of the Premises. All references in this Construction Plan to Paragraphs or Sections of the "Lease" shall mean the relevant portion of that certain Lease to which this Construction Plan is attached as Exhibit "C" and of which this Construction Plan forms a part, and all references in the Lease to Sections of "Construction Plan" shall mean the relevant portion of this Construction Plan and all references in this Construction Plan to Sections of this Construction Plan shall mean the relevant portion of this Construction Plan.

SECTION 1 - EXISTING PREMISES

1.1 The "Premises" and the "Building" are defined in Section 1.2 of the Lease.

SECTION 2 - CONSTRUCTION DRAWINGS FOR THE PREMISES

2.1 Lessor shall construct Lessor Improvements pursuant to the Preliminary Drawings, set forth in Exhibit "G," and the Working Drawings, to be attached as Exhibit "H" (collectively "Construction Drawings").

SECTION 3 - PRELIMINARY AND WORKING DRAWINGS

3.1 Preliminary Drawings. Prior to execution of the Lease by Lessee, Lessor and the Architect shall prepare the final space plan for Lessor Improvements as part of the Preliminary Drawings, which shall be designated as Exhibit "G" to this Lease Agreement, including a layout and designation of all offices, rooms and other partitioning, and their intended use.

3.2 Working Drawings. Within ninety (90) working days after execution of the Lease by Lessee and delivery of a copy of the Lease to Lessor, Lessor shall complete the architectural and engineering drawings for the Lessor Improvements, and the final architectural working drawings in a form which is complete to allow subcontractors to perform the work and to obtain all applicable permits (collectively, the "Working Drawings") and shall submit the same to Lessee for Lessee's approval. The Working Drawings will be designated as Exhibit "H" and shall be incorporated into this Lease upon their completion.

3.3 Permits. The Working Drawings shall be approved by Lessee prior to the commencement of the construction of the Lessor Improvements. Lessor shall immediately submit the Working Drawings to the appropriate municipal authorities for all applicable building permits necessary to commence and fully complete the construction of the Lessor Improvements (the "Permits"). Lessor hereby agrees that neither Lessee

nor Lessee's agents or consultants shall be responsible for obtaining any building permit or certificate of occupancy for the Premises and that the obtaining of the same shall be Lessor's responsibility; provided however that Lessee shall, in any event, cooperate with Lessor in executing permit applications and performing other ministerial acts reasonably necessary to enable Lessor to obtain any such permit or certificate of occupancy. No changes, modifications or alterations in the Working Drawings may be made without the prior written consent of Lessee, if such change would directly or indirectly delay the "Substantial Completion" of the Premises as that term is defined in Section 6.1 of this Construction Plan.

3.4 Lessee shall use its best, good faith, efforts and all due diligence to cooperate with Lessor to complete all phases of the Construction Drawings and the permitting process to facilitate obtaining the permits, and approval of the "Construction Costs," as set forth in Section 7.1 below, as soon as possible after the execution of the Lease, and shall meet with Lessor on a scheduled basis to discuss Lessor's progress in connection with the same. Upon Lessee's execution of this Lease, Lessor shall provide Lessee with a construction schedule including time projections for planning, entitlement process, related preparation and construction of the Lessor Improvements.

SECTION 4 - LESSOR COVENANTS

4.1 Lessor recognizes, understands and covenants that any and all improvements shall be undertaken according to Exhibit "G" and Exhibit "H," the Preliminary Drawings and the Working Drawings, attached thereto and made a part of the Lease.

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

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

SECTION 5 - CONSTRUCTION

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

5.2 Lessor shall notify Lessee, in writing, when such planning, entitlement process, related preparation and construction of the Lessor Improvements have been completed, a Certificate of Occupancy has been issued by the City of Riverside, or the

City of Riverside has accepted the improvements upon final inspection if no new Certificate of Occupancy is required. Within ten (10) days thereafter, Lessee shall schedule and conduct a "job walk" with Lessor for the purpose of accepting the Premises for occupancy. Lessee shall accept the Premises if the improvements are Substantially Complete and the Premises are available for useful occupancy, as hereinafter defined. Lessee reserves the right to determine if the Premises are Substantially Complete and available for useful occupancy.

5.3 In addition, immediately after the Substantial Completion of the Premises, Lessor shall have prepared and delivered to the Lessee (1) a complete set of "As-Built" drawings showing every detail, latent or otherwise, of such improvements, including but not limited to electrical circuitry and plumbing, and (2) the same complete set of "As-Built" drawings on a computer disk in a CADD format.

SECTION 6 - COMPLETION OF THE LESSOR IMPROVEMENTS; LEASE COMMENCEMENT DATE

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

6.2 The Lease Commencement Date shall occur as set forth in Section 1.3.1 of the Lease.

SECTION 7 - CONSTRUCTION COSTS

7.1 Prior to Lessee's execution of this Lease, Lessor shall provide Lessee an itemized cost breakdown of the construction costs of the Lessor Improvements, including but not limited to fixtures, equipment, architectural fees and permits.

SECTION 8 - REIMBURSEMENT FOR LESSOR IMPROVEMENTS

8.1 Lessee shall reimburse Lessor, as hereinafter set forth, the actual cost of the Lessor Improvements as substantiated by itemized statements and related supporting documentation as requested by the Lessee. Lessee's initial payment of \$250,000 as set forth in Section 5.1(b) of the Lease shall also be applied to the actual cost.

SECTION 9 - MISCELLANEOUS

9.1 Lessee's Entry Prior to Substantial Completion. Provided that Lessee and its agents do not interfere with Lessor's work in the Premises, Lessor shall allow Lessee

access to the Premises prior to the Substantial Completion of the Premises for the purpose of Lessee installing standard equipment or fixtures (including Lessee's data and telephone equipment) in the Premises. Prior to Lessee's entry into the Premises as permitted by the terms of this Section 9.1, Lessee shall submit a schedule to Lessor, for approval, which schedule shall detail the timing and purpose of Lessee's entry. Lessee shall hold Lessor harmless from and indemnify, protect and defend Lessor against any loss or damage to the Premises and against injury to any persons caused by Lessee's actions pursuant to this Section 9.1.

9.2 Lessee's Representative. Lessee has designated its Director of Facilities Management as its sole representative with respect to the matters set forth in this Construction Plan, who, until further notice to Lessor, shall have full authority and responsibility to act on behalf of the Lessee as required in this Construction Plan.

9.3 Lessor's Representative. Lessor has designated the Housing Authority Manager as its sole representative with respect to the matters set forth in this Construction Plan, who, until further notice to Lessee, shall have full authority and responsibility to act on behalf of the Lessor as required in this Construction Plan.

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

9.5 Time of the Essence in this Construction Plan. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days. In all instances where Lessee is required to approve, if no written notice of approval is given within the stated time period, at the end of such period the item shall automatically be deemed not approved.

EXHIBIT "D"

RULES AND REGULATIONS

1. Lessor may from time to time adopt appropriate systems and procedures for the security or safety of the Building, any persons occupying, using, or entering the Building, or any equipment, furnishings, or contents of the Building, and Lessee will comply with Lessor's reasonable requirements relative to such systems and procedures.
2. In these rules and regulations, "Lessee" includes the employees, agents, specific invitees, customers and licensees of Lessee and others permitted by Lessee to use or occupy the Premises.
3. Lessee acknowledges that, as a tenant at Hulen Campus, Lessee must work in collaboration with Lessor and other tenants at Hulen Campus to provide a safe, dignified, and well-managed atmosphere for clients at all times. Lessee shall design and implement support services that emulate current best practices and participate in coordination and planning with other service providers on the Hulen Campus to ensure that treatment services are complimentary to operations at the Hulen Campus. In doing so, Lessee shall work in conjunction with the City of Riverside's Housing First Strategy, available at www.riversideca.gov/h1plan, and shall actively participate in the Lessee of Riverside's Homeless Coordinated Access System.
4. Lessee shall work with other tenants to assist clients to meet documentation and benefit needs and to implement crisis management and intervention for clients, as necessary. Lessee shall also, in coordination with other tenants and service providers, provide medication monitoring where applicable. Lessee shall participate in ongoing campus management meetings with other Hulen Campus partners and identify other service providers in the greater community and establish linkages.
5. Lessee shall implement services as specified in the Lease, monitor quality, and make applicable changes to support the effective and efficient delivery of services. Lessee shall provide management and support staff sufficient to, at all times, cover the programming as stated in the Lease and shall secure ongoing financing for support services to ensure no lapses in care.
6. No sign, placard, picture, name, advertisement, or written notice visible from the exterior of the Premises will be inscribed, painted, affixed, or otherwise displayed by Lessee on any part of the Building or the Premises without the prior written consent of Lessor.
7. Lessee shall not alter, change, replace, or rekey any lock or install a new lock or a knocker on any door of the Premises. Lessor, its agents, or employees will retain a pass (master) key to all door locks on the Premises. Any new door locks required by Lessee or any change in keying of existing locks will be installed or changed by Lessor following Lessee's written request to Lessor and will be at Lessee's expense. All new locks and rekeyed locks will remain operable by Lessor's pass (master) key. Lessor will furnish each lessee, free of charge, with two (2) keys to each door lock in their building. Lessor will have the right to collect a reasonable charge for additional keys and cards requested by any lessee. Lessee, upon termination of its tenancy, will

deliver to Lessor all keys and access cards for the Premises and Building that have been furnished to Lessee.

8. Lessee shall store all its trash and garbage within its Premises. No material will be placed in the trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage without being in violation of any law or ordinance governing such disposal. All garbage and refuse disposal will be made only through entryways and elevators provided for such purposes and at such times as Lessor designates. Removal of any furniture or furnishings, large equipment, packing crates, packing materials, and boxes will be the responsibility of each tenant and such items may not be disposed of in the Building trash receptacles nor will they be removed by the Building's janitorial service, except at Lessor's sole option and at Lessee's expense. No furniture, appliances, equipment, or flammable products of any type may be disposed of in the Building trash receptacles.

9. Neither Lessor nor any operator of the parking areas within the Project, as the same are designated and modified by Lessor, in its sole discretion, from time to time (the "parking areas") will be liable for loss of or damage to any vehicle or any contents of such vehicle or accessories to any such vehicle, or any property left in any of the parking areas, resulting from fire, theft, vandalism, accident, conduct of other users of the parking areas and other persons, or any other casualty or cause. Further, Lessee understands and agrees that: (a) Lessor will not be obligated to provide any traffic control, security protection or operator for the parking areas; (b) Lessee uses the parking areas at its own risk; and (c) Lessor will not be liable for personal injury or death, or theft, loss of or damage to property. Lessee waives and releases Lessor from any and all liability arising out of the use of the parking areas by Lessee, its employees, agents, invitees, and visitors, whether brought by any of such persons or any other person. Lessee's right to use the parking areas will be in common with other tenants of the Project and with other parties permitted by Lessor to use the parking areas.

10. Lessee (including Lessee's employees, agents, invitees, and visitors) shall use the parking spaces solely for the purpose of parking passenger model cars, small vans, and small trucks and will comply in all respects with any rules and regulations that may be promulgated by Lessor from time to time with respect to the parking areas. The parking areas may be used by Lessee, its agents, or employees, for occasional overnight parking of vehicles. Lessee will ensure that any vehicle parked in any of the parking spaces will be kept in proper repair and will not leak excessive amounts of oil or grease or any amount of gasoline. If any of the parking spaces are at any time used (a) for any purpose other than parking as provided above; (b) in any way or manner reasonably objectionable to Lessor; or (c) by Lessee after default by Lessee under the Lease, Lessor, in addition to any other rights otherwise available to Lessor, may consider such default an event of default under the Lease.

11. Lessor may waive any one or more of these rules and regulations for the benefit of any particular tenant or tenants, but no such waiver by Lessor will be construed as a waiver of such rules and regulations in favor of any other tenant or tenants, nor prevent Lessor from enforcing any such rules and regulations against any or all of the tenants of the Building after such waiver.

12. These rules and regulations are in addition to, and will not be construed to modify or amend, in whole or in part, the terms, covenants, agreements, and conditions of the Lease.

EXHIBIT "E"

CONFIRMATION OF LEASE INFORMATION
(Attached)

EXHIBIT "E"
CONFIRMATION OF LEASE INFORMATION

1. LEASE REFERENCE DATE:

2. PREMISES: 2800 Hulen Place, Riverside, California

3. COMMENCEMENT DATE: The lease term shall commence as of _____, _____ for a term of 10 years ending on _____, _____, unless extended as provided in the Lease.

4. RENT: In accordance with the Lease, Lessee shall provide programming services and the total sum of \$1.00 upon commencement of the lease term.

AGREED and ACCEPTED

LESSOR:

LESSEE:

By: _____

By: _____

Dated: _____

Dated: _____

EXHIBIT "F"

GENERAL CONSTRUCTION SPECIFICATIONS

(Attached)

Exhibit F

GENERAL CONSTRUCTION SPECIFICATIONS FOR LEASED FACILITIES

A. INTENT

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

B. COMPLIANCE WITH LOCAL REGULATIONS

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

C. DRAWINGS

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

D. CONSTRUCTION

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

E. SPECIFICATIONS

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

(SITE REQUIREMENTS)

A. SITE

1. The Lessor shall be responsible for determining site conditions, including sub-surface soil conditions, adequate public utilities and load-bearing characteristics, the installation of retaining walls, demolition, relocation of utilities, and other site improvements.

B. GRADING

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

C. DRAINAGE

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

D. RETAINING WALLS

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

E. LANDSCAPING

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

F. CLEANUP

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

(ARCHITECTURAL REQUIREMENTS)

A. FLOORS

1. Floor elevations shall be at least eight inches above finished exterior grade whenever possible. When floor slab is below grade, it shall be waterproof.

2. Floors shall be designed in accordance with uniform, concentrated and special loads given in the "Uniform Building Code", chapter 23.

3. Carpet – One hundred percent (100%) continuous filament nylon or olefin with static control; minimum yarn weight - 28 oz. Require statement of pile weight from vendor or manufacturer. Minimum five (5) year warranty excluding the use of protective chair pads against ten percent (10%) surface wears when properly maintained. Four inch (4") rubber cove base shall be used for base in all carpeted areas. Colors/patterns must be approved by the Department of Facilities Management.

4. Carpet tiles may be used. Pile weight 28 oz. static control 2.0 K.V. or less. Color shall meet County color standards.

5. Non-carpeted floors - rest rooms, coffee rooms, etc., shall have sheet vinyl covering, including base. Vinyl tile may be used in other non-carpeted areas. Vinyl shall be commercial grade with colors and patterns full depth. Colors/patterns of sheet vinyl and vinyl tile must be approved by the Department of Facilities Management.

B. WALLS

1. Interior walls - all interior partition construction shall comply with applicable Federal, State, County and City codes. The types of interior partitions to be used must be approved by the Department of Facilities Management. Systems furniture may be used.

2. Toilet room walls adjacent to occupied spaces shall be sound insulating double-wall construction and filled with sound-absorbing materials.

3. Exterior walls - Exterior walls constructed of wood or steel stud shall be insulated to R-11 specifications.

C. ROOF AND INSULATION

1. Roof construction and insulation shall be appropriate to the overall design of the building and prevailing weather conditions. Light colored materials are encouraged.

2. All roof designs shall include a minimum one-half inch (½") to one foot (1') slopes for positive drainage.

3. Roofs on existing buildings shall be subject to (a) an inspection by a licensed roofing contractor, (b) County's review of roofing contractor's findings and (c) proof of corrective action.

D. TIMBER AND WOOD

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

E. CEILING CONSTRUCTION

1. All ceilings shall be placed at nine feet (9'0") above finish floor level, unless otherwise specified.
2. A suspended acoustical ceiling system with integrated lighting shall be installed in all occupied areas.
3. Rest rooms and coffee rooms shall have solid ceilings (drywall, etc.).

F. WINDOWS

1. Windows shall generally be limited to the lobby area and offices.
2. Glazing that extends below thirty-two inches (32") above the floor shall be protected with a horizontal railing or similar safety barrier. Individual windows may be metal or wood of commercial quality. All window openings shall be properly flashed to prevent moisture intrusion.
3. Low energy and reflective glazing shall be used in high heat gain areas.

G. DOORS

1. Exterior doors - all wood doors will be solid core. Exterior doors will be weather-stripped and have stops. Exterior doors to be not less than thirty-six (36") wide. Appropriate metal doors are acceptable.
2. Exterior doors shall have automatic closers.

H. CABINET WORK

1. Cabinet work shall conform to the standards as defined in the Woodwork Institute of California, Manual of Millwork, (reference "WIC #102", standard cabinet design).
2. Acceptable cabinet work quality is laminated plastic covered deluxe (D) grade, or wood factory finished deluxe (D) grade, except utility (U) grade in utility storage areas.
3. Countertops and splashes shall be laminated plastic, custom grade, self-edge trim. Minimum four inch (4") high splashes where abutting vertical wall surfaces.
4. Cabinet work to be complete with knobs, pulls, hinges, catches, etc.
5. Colors/patterns of laminated plastic and finishes of casework must be approved by the Department of Facilities Management.

I. HARDWARE

1. Hardware will be of good commercial quality grade and type. Automatic door closers shall be provided on public and employee entrance doors, toilet room doors, and coffee room doors. Public entrance and glazed partition lobby doors shall be equipped with push bars with integral PUSH AND PULL signs. Toilet and coffee room doors will have push plates and door pulls. When public entrance, lobby, toilet or coffee room doors are wood or metal with enameled finish, kickplates shall be provided. At buildings where only one (1) toilet is provided, the door closer will be omitted and the door fitted with a privacy lockset. Door locks will be operable by a master key system. Panic hardware must be installed where required by code. Simplex cipher locks (or equal) may be used in lieu of keyed locks when approved by the Department of Facilities Management.
2. Exterior doors with hinges exposed to the public (out- swinging doors) will be equipped with door butts that have "fast" pins to prevent removal or tampering.
3. All doors to be provided with adequate hardware. Interior door locksets to be provided only where indicated on plans. Interior doors to be provided with doorstops.
4. Double doors (pair) - shall be avoided on exterior openings wherever possible. When pair is required by design, use removable mullion, unless specifically approved otherwise.
5. Exterior doors - all exterior doors must have a deadbolt lock, except where panic hardware is required.
6. Door lock keying - Simplex or equal may be substituted for keyed locks when approved by the County.
 - a. All keyed locks shall be equipped with six (6) pin keyways.
 - b. Three (3) keys shall be furnished for each lock.
 - c. All locks shall be keyed as specified by County, except that all locks within the following individual groups shall be keyed alike:
 - (1) Mechanical equipment rooms.
 - (2) Janitor's closets.
 - (3) Employee entrances (interior & exterior).
 - (4) Bulletin boards.
 - (5) Electrical panel boxes.
 - d. A master key system shall be provided and three (3) master keys shall be furnished, unless otherwise specified.

e. Keying - locks will incorporate a security system to assure that keys used during construction will not open doors after County occupancy. The key side of all locks will be on the public side.

J. TOILET ENCLOSURES AND ACCESSORIES

Facilities must comply with all existing codes.

1. All toilet and urinal enclosures shall be secured to the floor and ceiling.
2. Doors shall be installed in men's and women's restrooms. Entrance doors to toilet enclosures shall be fitted with specific locking devices. Toilet enclosures for non ADA stalls shall be 34" wide, or more, on all new construction
3. Each toilet compartment shall be provided with a metal coat hook and double roll toilet paper holder, suitable for dispensing rolled tissue.
4. Install one single-fold paper towel or roll towel dispensing cabinet for each multiple of two (2) lavatories or less in all rest rooms. Towel dispensers shall be designed to dispense paper towels.
5. Each pair of lavatories in all rest rooms shall be provided with soap dispensers.
6. Each lavatory in all rest rooms shall be provided with a 24" x 30" wall-mounted mirror. Provide a stainless steel shelf at each mirror.
7. Women's rest rooms shall be provided with feminine napkin dispenser. Women's toilet compartments shall be provided with one (1) feminine napkin disposal container.
8. Trash bins shall be provided in rest rooms.
9. Both men's and women's toilets shall be designed and constructed to accommodate the physically handicapped. One water closet compartment shall be sized to meet handicapped requirements, provided with out swinging door and grab bars. The toilet fixtures, lavatory, mirrors, etc., shall be located at the correct height for handicapped.

K. PAINTING

1. All exterior painted surfaces shall be given a minimum of two (2) coats. Colors must be approved by the Department of Facilities Management.
2. Interior surfaces and trim shall be given two (2) coats minimum. One hundred percent (100%) coverage required. Prefinished acoustical ceiling shall not be painted. Finish coat shall be in accordance with colors as prescribed by County and shall match color chips.
3. Paint colors must be approved by the Department of Facilities Management.

4. All interior painted surfaces shall receive two (2) coats of semi-gloss enamel.
5. Wall coverings other than painted surfaces (i.e., wood paneling, vinyl material, etc.) shall be permitted. Location and colors must be approved by the Department of Facilities Management.
6. Parking strips four inches (4") wide of highway traffic paint are to be provided.
7. Street number - Minimum six inches (6") high number - by Lessor.

L. WINDOW TREATMENT

1. Minimum treatment - Vertical blinds or other as specified by the Department of Facilities Management.

M. SIGNS

1. Identification sign to be installed on exterior of building. Sign will be specifically identified by the Department of Facilities Management. Placement and specific size of letters will be determined according to layout and location of structure. Letters will be black injection molded plastic, Helvetica in style.
2. Interior signs to be black phenolic material laminated with white letters. Signs will be specifically identified by the Department of Facilities Management.
3. Lettering on entrance doors will be specifically identified by the Department of Facilities Management.

N. ASBESTOS & LEAD BASED PAINT

1. All buildings constructed prior to 1978 will have asbestos and lead based paint check to ascertain that no friable asbestos or flaking lead based paint is in evidence. A copy of the report is to be filed with the Department of Facilities Management.

O. PLUMBING FIXTURES AND FITTINGS

1. All rest room lavatories shall have self-closing faucets.
2. All toilets and urinals shall be equipped with flush valves.
3. Refrigerated water fountains - provide refrigerated water fountains at location indicated.
4. "Water-Saver" toilets will not be acceptable.
5. Provide hot water in rest rooms and break rooms.

6. Health Clinics-provide hot water in examination rooms, labs, rest rooms and break rooms.

7. All work in accordance with these specifications must be done in strict compliance with the Americans with Disabilities Act of 1990, the California Title 24 section which implements it, and any regulations issued pursuant thereto.

P. FIRE PROTECTION

1. Provide all necessary fire extinguishers as required by local fire regulations.

2. Provide sprinkler inspection and test prior to occupancy.

3. Provide all other necessary protective devices and equipment as required by local fire regulations.

4. Building alarms and fire monitoring equipment shall not be installed in the telephone/data room without written permission of the IT Department.

Q. ELEVATORS

1. Provide documentation of inspection and routine maintenance prior to and during occupancy.

R. WATER STATIONS

1. Provide electric water cooler with bottle filling capability and drinking fountains throughout facility at locations to be specified by County. ELKAY EZH@) Bottle Filling Station with Bi-Level Filtered LZ Cooler Models LZSTL8WS & LZSTLDDWS.

SPACE CONDITIONING)

(Heating, Ventilation and Air Conditioning)

A. GENERAL REQUIREMENTS

1. Space conditioning shall be considered the year-round control of temperature, humidity, air circulation, ventilation and air cleaning to the degree required to assure satisfactory and efficient use of the space for occupants and equipment. Follow good accepted practices as reflected in the latest issue of the American Society of Heating, Refrigeration and Air Conditioning Engineer's Guide (ASHRAE).

B. VENTILATION

1. Ventilation for air-conditioning system - Provide ventilation makeup air in the amount of 10% of total air requirement for cooling or two (2) air changes per hour, whichever is greatest, plus all exhaust air requirements.
2. Prior to construction of office space over 5,000 square feet, existing systems over ten (10) years of age shall be inspected by a licensed HVAC company and a statement of condition detailing the reliability and efficiency of the systems shall be provided.

C. EXHAUST SYSTEMS

1. Exhaust toilet areas - the exhaust fan shall be connected to the light switch or interconnected with the air conditioning time clock.
2. Air shall not be directly exhausted, except in the following instances:
 - a. Air used to make up exhaust for toilet rooms.
 - b. Air exhausted specifically for cooking, food preparation or removal of excessive heat generated by vending or various other machines.
 - c. When specified for coffee rooms.

D. SPACE TEMPERATURE CONTROLS

1. Central control system for the various areas or provide a thermostat for each heating and/or air-conditioning system. Use separate slide lever adjustments for heating and cooling with lock covers.
2. All systems shall be controlled by seven (7) day, twenty-four (24) hour time clocks set to the Department of Facilities Management requirements.
3. Thermostats controlling space conditions during occupied hours shall be adjustable from sixty eight degrees (68°) to eighty degrees (80°) with the normal set at seventy degrees (70°) for heating and seventy-six degrees (76°) for cooling.
4. Simultaneous heating and cooling will not be acceptable.
5. Lessor shall comply with existing codes.
6. Heat-generated equipment shall be of adequate capacity to heat the building under design conditions.
7. All gas furnaces shall be approved by the American Gas Association.
8. All electric components shall be UL-approved and comply with the California Electric Code.

9. Electric strip heating is not acceptable.

E. AIR FILTERS

1. All recirculated and outside air shall pass through filters before entering air-handling units.
2. Filters shall be replaceable types and changed a minimum of four (4) times a year.
3. A location map showing filter locations shall be provided to County.

F. PIPING

1. Piping in finished areas, such as lobbies and offices, shall be concealed. No water piping of any description shall be installed near electrical switchgear. Provide shutoff valves at all locations necessary to isolate separate zones of the system served.
2. All hot and chilled water piping shall be insulated.

G. AIR DISTRIBUTION

1. Ductwork shall be provided, as required, for proper air distribution with supply outlets spaced so as to avoid excessive throws and dead spots. In order to maintain sound privacy, door louvers will not be used to return air from offices. Sound-attenuating, acoustically lined transfer ducts or return air ducts must be used. All supply and return air ductwork shall be constructed and installed in accordance with ASHRAE Standards and shall comply with state and local building codes.
2. All air handling units, except unit heaters, must be provided with outside air intakes. Intakes shall be located to avoid the introduction of boiler flue gases or vehicle and condenser unit exhausts.
3. Diffusers shall be selected and spaced so that, at the occupied level, the movement of air will be uniform and not be less than ten (10) cubic feet per minute, nor more than fifty (50) cubic feet per minute when measured at four feet (4") above the floor. They shall be selected so that the throw from an air diffuser does not impinge on walls, columns, or the throws from other diffusers based on a terminal velocity of one hundred feet (100') per minute. Diffusers located in offices shall be of the fully adjustable air pattern type.

H. BALANCING AND ADJUSTING

1. Space conditioning equipment shall be balanced and adjusted by persons certified to perform such functions prior to occupancy.
2. Copy of air balance report shall be provided to the Department of Facilities Management.

I. NOISE AND VIBRATION

1. Particular care shall be exercised in the design, selection and installation of all mechanical equipment and components to attain reasonable noise levels in occupied space. In general, sound levels for various spaces shall be maintained in accordance with the recommendations of the ASHRAE Guide.

J. OPERATING INSTRUCTIONS

1. The Lessor shall provide simplified consolidated equipment and control diagrams with specific operating instructions posted on a readily accessible label on each utility system, such as furnaces, refrigeration equipment, air handling systems, and pumping systems. These instructions shall clearly indicate how to stop and start systems, what adjustments must or may be made by County personnel to assure proper operation, and what action shall be taken in emergencies.

(ELECTRICAL)

A. GENERAL REQUIREMENTS

1. All electrical work shall be designed and installed in accordance with the plan requirements.
2. Codes and ordinances - shall conform to standards of the National Electrical Code (NEC), O.S.H.A., serving public telephone company, State Fire Marshal and local ordinances.
3. Service equipment shall be located in separate electrical/mechanical room with proper working clearances and grounding. All breakers shall be clearly identified.

B. INTERIOR LIGHTING

1. Fluorescent lamps shall generally be 34 watt, 430-milli-amp, rapid-start, cool-white, including energy efficient ballasts.
2. The lighting shall be designed to maintain a uniform level of illumination of the minimum foot -candles designated. Lighting levels shall be based on working plan thirty inches (30") above floor, appropriate coefficient of utilization for the fixture and maintenance factor. Conform to Title 24, Division 9 for lighting requirements. Provide not less than ten foot-candles in halls, thirty foot-candles in rest rooms and fifty foot-candles in all other areas, unless specifically noted otherwise. (eighty foot-candles in drafting room areas).
3. Each working space, utility or storage room shall have at least one receptacle. Each office shall have a minimum of one (1) receptacle on each twelve feet (12') of wall space. See plans for additional and/or special outlets.
4. Provide twenty-four (24) hour lighting for security.

5. Emergency lighting - Shall be provided where required by applicable codes, or natural lighting will not provide sufficient lumens for emergency exiting of building.

C. EXTERIOR LIGHTING

1. Install sufficient lighting to provide a minimum of five (5) foot-candles of illumination at each building entrance, around the perimeter of the building, in the parking and maneuvering areas and on driveways.

2. All exterior lighting shall be high or low-pressure sodium as specified by the County. Fixtures shall be controlled by photocell, time clocks, or combinations of both.
(TELEPHONE AND COMMUNICATIONS)
(Updated November 10, 2008)

A. GENERAL REQUIREMENTS

1. All communications requirements shall conform to the standards of Riverside County Information Technology (RCIT) and the serving public telephone company as noted below.

2. The RIVERSIDE COUNTY INFORMATION TECHNOLOGY (RCIT) COMMUNICATIONS BUREAU TELECOMMUNICATIONS ENGINEER shall be consulted during the Programming, Conceptual Design, Design Development, and Construction Design stages to plan the design and provide input for the Telecommunications Infrastructure.

B. TELECOMMUNICATIONS ROOM SPECIFICATIONS

1. Dedicated Use: Telecommunication Rooms must be dedicated to the telecommunications function and related support facilities. Equipment not related to the support of the Telecommunication Room, such as piping, duct work, and distribution of building power, must not be located in, or pass through the room. The Telecommunication Room may not be shared with building or custodial services. Cleaning materials such as mops, buckets or solvents must not be located or stored in the Telecommunication Room. Building alarms, fire monitoring equipment and building automation equipment shall not be installed in the Telecommunication Room without written permission of the RCIT Communications Bureau Telecommunications Engineer. In the event the RCIT Communications Bureau Telecommunications Engineer grants such permission, all building alarms and fire-monitoring equipment shall be installed only in the location designated.

2. Room Physical Specifications - the room must be completed a minimum of thirty (30) days prior to occupancy. Large projects (more than 20,000 sq. ft.) will require the Telecommunication Room (s) to be completed a minimum of 45 days or as directed by RCIT Communication Bureau Telecommunications Engineer prior to beneficial occupancy. All specifications for said room as outlined in this agreement shall be completed, including, but not limited to, installation of plywood, lighting, electrical circuits, HVAC, ceiling tiles, ground, floor tile and door with lock and three (3) sets of keys.

It should be understood that the contractor will have to schedule various trades in sooner than the normal construction schedule to complete the Telecommunication Room (HVAC, Electrician, Painter, etc.) as required by the RCIT Communications Bureau Telecommunications Engineer.

a. Location: The Telecommunication Room shall be as close to the geographic center of the occupied space as possible. Maximum distance from the center of the Telecommunications Room to the farthest WAO location shall not exceed a radius of 175 feet unless reviewed by RCIT Communications Bureau Telecommunications Engineer. If occupying more than one floor of a building, a separate Telecommunications Room shall be required on each floor, preferably stacked above one another. Provisions shall be made available for easy access into the Telecommunication Room for telephone and data wiring and shall be dedicated for telephone and data use only. Telecommunications Rooms should not be planned next to elevators, restrooms, electrical rooms, air shafts, mechanical rooms, and outside walls. If occupying more than one building, each building will require Telecommunications Rooms that meet the above requirements.

b. Minimum Room Sizes: The Telecommunication Room shall conform to the following dimensions and shall not be narrower than 12 feet:

Leased Premises – sq. ft.	Room Size
5,000 sq. ft. or less	12' x 9'
5,000 – 10,000 sq. ft.	12' x 12'
10,000 – 30,000 sq. ft.*	12' x 14'
30,000 sq. ft. or larger**	12' x 14'

* May require more than one room

** Will require more than one room.

c. Plywood Wall Lining: All walls will be lined with AC grade or better, void-free, 4'x8' sheets of 3/4" plywood. Plywood sheets shall be mounted vertically from ceiling height towards floor. Plywood must be painted on all sides with at least one coat of primer and two coats of white fire resistant paint. The plywood should be installed with the grade "C" surface facing the wall.

d. Doors: The door will be a minimum of three (3) feet wide and 80 inches tall and be located as near as possible to a room corner. The door shall be equipped with a lock. Where practical, the door should open outward to provide additional usable space.

e. Air Conditioning: The environmental control systems for the Telecommunication Room should be able to maintain a room temperature between 18°C and 24°C (64°F and 75°F) at all times (24 hours per day, 365 days per year). All building supplied HCAC inlets to the Telecommunications Room shall be controlled using a Variable Air Valve (VAV) with its own thermostat to prohibit heating the Telecommunications Room. The VAV will be installed in such a fashion to introduce conditioned air if the primary split A/C unit fails to cool the room. It will serve two purposes:

1. Provide ventilation air to the room, cooling only.
2. Serve as an additional backup.

If a building's HVAC system cannot ensure continuous operation (including weekends and holidays), provide a standalone HVAC unit with independent controls for the Telecommunication Room. If an emergency power source is available in the building, connect the HVAC system that serves the Telecommunication Room to the emergency power source. Sensors and controls must be located in the Telecommunication Room, ideally placed 5 feet AFF (thermostat location will be specified on the Telecommunication room drawing provided by RCIT Communications Bureau Telecommunications Engineer). If an in-room air conditioner is installed, the air conditioner will be hard wired to the thermostat and the location must be approved by RCIT Communications Bureau Telecommunications Engineer before Installation. If remote-monitoring equipment is available, this room should have its own independent sensor. Average heat load for equipment is approximately 150 BTU/SQ Ft of Telecommunication Room space (specific heat load will be provided for each room).

f. If fire sprinklers are located in the Telecommunications Room, the sprinkler shall have a high temperature standard response full circle head with a heavy-duty cover. Sprinkler lines located inside the TR shall not be "charged" under normal conditions. Coordinate placement of the sprinklers with RCIT Communications Bureau Telecommunications Engineer. Sprinkler heads must be a minimum of 10 ft. AFF.

g. Room Lighting: Lighting to provide a minimum of 500 lux (50 foot candles) measured 3 ft. AFF. Coordinate placement of light fixtures with RCIT Communications Bureau Telecommunications Engineer to avoid interference with low voltage equipment. Light fixtures must be a minimum of 10 ft. AFF. Use white paint on the walls and ceiling to enhance room lighting. Power for the lighting should not come from the power panel located inside the Telecommunications Room.

h. Emergency Lighting: Emergency lighting within the Telecommunication Room shall be provided to ensure that the loss of power to normal lights will not hamper an emergency exit from the room.

i. Floors: The floor shall be capable of supporting a minimum load bearing of one hundred (100) pounds per square foot and maximum concentration loading of 2,000 lbs. per foot. Standard VCT floor covering shall be installed unless otherwise specified.

j. Ceiling: If a ceiling will be installed in the Telecommunication Room it must be installed at a minimum of 10' AFF. Ceiling protrusions (e.g. sprinkler heads) must be placed to assure a minimum clear height of 10 feet that is clear of obstructions, to provide space over the equipment frames for cables and suspended cable trays. Ceiling finish must minimize dust and be light colored to enhance the room lighting. A hard ceiling shall not be allowed in the Telecommunications Room.

C. ELECTRICAL REQUIREMENTS

- a. **Dedicated Power Feeder:** The Telecommunication Room will have its own dedicated power feeder terminated in an electrical panel located inside the room and flush mounted in the wall. Location of this electrical sub-panel shall be closely coordinated with RCIT Communications Bureau Telecommunications Engineer to ensure it does not impact the overall design and use of the space within the room. Power required for other equipment in the room (e.g. fluorescent lighting, motors, air conditioning equipment) should be supplied by a separate feeder, conduit, and distribution panel. If an emergency power source is available, connect the Telecommunication Room electrical sub-panel into it.
- b. **General Purpose Outlets:** Provide 110 Volt, 20 Amp duplex outlets installed at standard height on all walls of the Telecommunications Room; maximum spacing between outlets shall not exceed 12 feet.
- c. **Telephone System:** Install one (1) dedicated 208 VAC, 20 Amp circuits terminated into a single surface mounted 4S electrical box with a NEMA L6-20 outlet at a height of 18 inches AFF from the center. The circuit will have its own separate hot, neutral, and ground wire all the way back to the power distribution panel. The circuit will be clearly labeled on the cover plate and sub-panel.
- d. **Equipment Racks:** Install two (2) dedicated 20 Amp, 110 VAC circuit with isolated ground for each equipment rack (9'x12' room – 2 racks, 12'x12' room – 3 racks, 12'x14' room – 4 racks). Install one (1) dedicated 30 Amp, 208 VAC circuit with isolated ground for every two equipment rack. The breaker number shall be identified on each of these outlets. Terminate each circuit on double duplex outlets in a surface mounted 4S box in the vertical cable manager 23" above the floor. Equipment Rack locations, circuit locations and quantity will be specified in the room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- e. **Paging – A/V:** If required, install one dedicated 20 Amp, 110 VAC circuit with isolated ground. Terminate on a double duplex outlet in a 4S box. The location of the outlet will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- f. **Security:** Install one dedicated 20 Amp, 110 VAC circuit with isolated ground. Terminate on double duplex outlets in a 4S box. The location of the outlet(s) will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.
- g. **Emergency Air Conditioner Outlet (To Support IT Telephone System):** Install one dedicated 208/220 VAC, 20 Amp circuit terminated on a single NEMA 6-20 receptacle. The location of the outlet will be specified in the Telecommunications Room layout provided by the RCIT Communications Bureau Telecommunications Engineer.

h. Grounding – A Telecommunication Main Grounding Busbar (TMGB) shall be installed in the Telecommunications Room at the location specified in the room layout that will be provided by the RCIT Communications Bureau Telecommunications Engineer. The Grounding Busbar must be CPI Chatsworth Products, part #13622-020. The Busbar shall be insulated from its supporting structure by at least two inches of separation. Bond the Busbar to the building AC grounding electrode system. The minimum size of the bonding conductor should be #6 AWG and be sized to carry the maximum short time rating Amps of the building grounding electrode conductor. A supplemental bonding connection is required to be Exothermically Welded to the structural steel of the building and local AC Sub-Panel located inside the Telecommunications Room. Resistance should be no more than .1 ohms between the TMGB and the building main grounding source measured following the two-point bonding test method using an earth ground resistance tester. All grounding conductors shall be run in rigid conduit.

D. CONDUIT REQUIREMENTS

1. Work Area Outlets (WAO):

a. General Specifications: Each WAO shall consist of one 4 in. by 4 in. by 2.5 in. deep outlet box with a 2 in. by 4 in. reducing adapter installed.

b. Height Requirements: Each WAO shall be installed at the same height as the adjacent electrical outlet. The height of jacks for wall telephones shall conform to any ADA rules pertaining to handicapped use. This height is typically 44 inches AFF to the center of the outlet box.

c. Conduits Specifications:

(1) Accessible Ceilings: When there is an accessible ceiling such as suspended acoustical tile, provide a rigid 1-inch conduit (flex not allowed) stubbed into the ceiling space from the outlet box. Ceiling must be accessible from the WAO location back to the Telecommunications Room. If the WAO location is at wall phone height (+44"), install an additional outlet box at standard floor height. Connect a rigid 1-inch conduit from the bottom of the wall height box to the top of the standard floor height box. Ream all conduit ends and fit with insulated bushings.

(2) Non-Accessible Ceilings: When the ceiling is not accessible, provide a rigid 1 1/4-inch conduit (flex not allowed) run from the WAO location all the way to the Telecommunications Room or to the nearest accessible ceiling space. Runs cannot have more than the equivalent of two 90-degree bends without installing a pull box (pull box must be accessible upon completion of construction). All conduits will have a pull string installed. Where multiple outlets are installed, each location will have its own dedicated conduit run; no daisy chaining is allowed.

2. System Furniture wall In-Feeds: Wall in-feeds will be one rigid 1.25 in. conduit per 3 WAO locations of system furniture. The conduit shall be stubbed into the ceiling are from a 4 in. by 4 in. by 2.5 in. deep outlet box. Ream all conduit ends and fit with insulated bushings. In-feed location will be accessible either by cutout or access panel in furniture or placed next to furniture

where location will be accessible for service. Consult RCIT Communications Bureau Telecommunications Engineer for location, quantity, and size of in-feeds. Exact location will be verified with furniture vendor.

3. System Furniture Floor Poke-Thru In-Feeds: Poke-Thru locations requiring power/voice/data will require Wiremold P/N RC9FFTC Poke-Thru's EMT 1.25 in. conduit per 3 WAO locations of systems furniture. Color to be specified by Architect. The conduit shall be continuous and stubbed into the ceiling area of that floor being serviced with pull string installed. No more than two 90's will be allowed, J-Box for furniture supplier power whip connections to be anchored to the ceiling of the floor below with unistrut. J-Box must be within 6' of furniture whip connection. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location and quantity. Exact location will be verified with furniture vendor.
4. System Furniture Power and Data Floor Boxes: Floor Box Locations requiring power/voice/data will require Wiremold P/N RFB4-C1-1 Floor Box with EMT 1.25 in. conduit per 3 WAO locations of systems furniture for communications. Color to be specified by Architect. The conduit shall be continuous and stubbed into the ceiling area of that floor being serviced with pull string installed. No more than two 90's will be allowed. All boxes shall be configured for dual service which will require accessory items for separation of power and data. All boxes shall include (1) internal duplex receptacle for power, (1) Wiremold P/N RFB-2-SSRT for communications and (1) flanged cover P/N S28BBTCAL. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, and quantity. Exact location will be verified by furniture vendor.
5. Hard Wall Office Floor Poke-Thru: Poke-Thru locations requiring power/voice/data will require Wiremold P/N RC4ATC Poke-Thru's with the optional communications Adapter P/N Com 75 installed for Voice and Data conduits. Install two (2) EMT 0.75 in. conduits per location. The conduits shall be continuous and stubbed into the ceiling area of that floor being serviced with pull string installed. No more than two 90's will be allowed. Ream all conduit ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for location, quantity, and size of in-feeds. Exact location will be verified with furniture vendor.
6. Hard Wall Power and Date Floor Boxes: Floor Box locations required power/voice/data will require Wiremold P/N RFB4-C1-1 Floor Box with (1) EMT 1.25 in. conduit for communications. Color to be specified by Architect. The conduit shall be continuous and stubbed into the ceiling area of that floor being serviced with pull string installed. No more than two 90's will be allowed. All boxes shall be configured for dual service which will require accessory items for separation of power and data. All boxes shall include (1) internal duplex receptacle for power, (1) Wiremold P/N RFB-2-SSRT for communications and (1) flanged cover P/N S38BBTCAL. Ream all conduits ends and fit with insulated bushings. Consult RCIT Communications Bureau Telecommunications Engineer for locations, and quantity. Exact location will be verified with furniture vendor.
7. Backbone Pathways:

- a. **Telecommunications Rooms On the Same Floor:** When two or more Telecommunications Rooms exist on the same floor, provide two (2) rigid metallic trade size 4 conduits between the main Telecommunications Room and each secondary Telecommunications Room. Conduits are to be run in the most direct route possible with no more than the equivalent of two 90-degree sweeps without a pull box. The minimum size of a pull box shall be 24" W x 36" L x 12" D. Ream all conduit ends and fit with all local and national requirements. Location of conduits will be identified on drawings provided by the RCIT Communications Bureau Telecommunications Engineer and provided on a site-by-site basis. The bend radius of the conduit shall be 10 times the outside conduit diameter. Install a pull string with minimum tensile strength of 30 lbs in each conduit.
- b. **Telecommunications Room On Different Floors:** When two or more Telecommunications Rooms exist on different floors, provide a minimum of two (2) rigid trade size 4 conduits between the main Telecommunications Room and each secondary Telecommunications Room. Conduits are to be run in the most direct route possible with no more than the equivalent of two 90-degree bends without a pull box. The minimum size of a pull box shall be 24" W x 36" L x 12" D. Ream all conduit ends and fit with insulated bushings. Conduits are to be bonded to ground in accordance with all local and national requirements. The bend radius of the conduit shall be 10 times the outside conduit diameter. Install a pull string with minimum tensile strength of 30 lbs in each conduit. In multi-level buildings with stacked Telecommunications Rooms, sleeves shall be provided from the ceiling of the lowest level to the floor of the top level. Size, quantity, and location will be provided by the RCIT Communications Bureau Telecommunications Engineer.
- c. **MPOE:** If the MPOE (minimum point of entry) is not physically located in the Telecommunications Room it shall be necessary to install two (2) trade size 4 conduits from the MPOE to the Telecommunications Room. Conduits are to be run in the most direct route possible with no more than the equivalent of two 90 degree bends without a pull box. The minimum size of a pull box shall be 24" W x 36" L x 12" D. Ream all conduits ends and fit with insulated bushings. Conduits are to be bonded to ground in accordance with all local and national requirements. Location of conduits will be identified on drawings provided by the RCIT Communications Bureau Telecommunications Engineer and provided on a site-by site basis.
- d. **Telecommunications Rooms in Multiple Buildings on Same or Adjacent Properties:** The number of conduits will be determined by the size and scope of each project. The items listed below are BASIC requirements only as the scope of the project increases, some or all of the items listed below may undergo major changes:
- (1) Conduits shall be rigid and shall be four (4) trade size 4. A minimum of two (2) conduits will be installed from the primary Telecommunications Room and each building as defined by the RCIT Communications Bureau Telecommunications Engineer. Conduits shall be installed in the most direct route possible.
- (2) Conduits shall be buried a minimum of 36 inches below finish grade.

- (3) Conduits shall be encased in 2,000 PSI concrete where vehicle traffic occurs and encased in slurry everywhere else for the entire length.
- (4) Tracer tape shall be installed the entire conduit length. Tracer tape shall be 12 inches wide, flat, and metallic and shall be installed 12 inches above concrete encasement. Tape shall be imprinted with the words "WARNING – FIBER OPTIC CABLE" spaced at a minimum of 24 inches on center.
- (5) No more than the equivalent of two (2) 90-degree bends shall be installed without the addition of a pull box, vault, or maintenance hole, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer.
- (6) Conduit runs in excess of 500 feet shall have a pull box, vault, or maintenance hole installed, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer. All sweeps shall have a minimum bending-radius of 10 times the diameter of the conduit.
- (7) All four inch conduits should have a minimum ¼-inch nylon pull rope. All four inch conduits over 400 feet should have a minimum 3/8-inch nylon pull rope. The size and requirements of pull boxes, vaults, or maintenance holes can only be determined by the scope of the project and will be defined by the RCIT Communications Bureau Telecommunications Engineer.
8. Firewalls: If any firewalls are present, conduit/sleeve access through the wall must be provided by the contractor. The ends of any conduit/sleeve penetrating a firewall will be sealed with the appropriate fire stop. Identification of the areas that must be sealed shall be identified by the contractor at the time of wiring. Size and location of the sleeves will be determined by the RCIT Communications Bureau Telecommunications Engineer. Sleeves should penetrate the wall a minimum of 3 inches. Ream each end of conduit and fit with insulated bushing.
9. Primary Service Conduit Requirements (New Construction):
 - a. The number of all primary service conduits will be determined by the size and scope of each project. The items listed below are BASIC requirements only and as the scope of the job increases, some or all of the items listed below may undergo major changes:
 - (1) Entrance conduits shall be rigid and shall be four (4) trade size 4. A minimum of two (2) conduits will be installed into the Telecommunications Room. Conduits shall be installed in the most direct route possible.
 - (2) Conduits shall be buried a minimum of 36 inches below finish grade.
 - (3) Conduits shall be encased in slurry for sections identified by RCIT Communications Bureau Telecommunications Engineer as no traffic or low risk.
 - (4) Conduits shall be encased in 2,000 PSI concrete for sections not identified in section 5a3.

(5) Tracer tape shall be installed the entire conduit length. Tracer tape shall be 12 inches wide, flat, and metallic and shall be installed 12 inches above concrete encasement. Tape shall be imprinted with the words "WARNING – FIBER OPTIC CABLE" spaced at a minimum of 24 inches on center.

(6) No more than the equivalent of two (2) 90-degree sweeps shall be installed without the addition of a pull box, vault, or maintenance hole, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer.

(7) Conduit runs in excess of 500 feet shall have a pull box, vault, or maintenance hole installed, which size and requirements will be defined by the RCIT Communications Bureau Telecommunications Engineer. All bends shall have a minimum-bending radius of 10 times the diameter of the conduit.

(8) All four-inch conduits should have a minimum ¼-inch nylon pull rope. All four-inch conduits over 400 feet should have a minimum 3/8-inch nylon pull rope. The size and requirements of pull boxes, vaults, or maintenance holes can only be determined by the scope of the project and will be defined by the RCIT Communications Bureau Telecommunications Engineer.

E. CABLE TRAYS:

1. If the structural ceiling height is greater than 16' AFF or the occupied space is greater than 25,000 square feet, a cable tray system will be required to support the voice and data wiring. Consult with the RCIT Communications Bureau Telecommunications Engineer regarding possible installation and to assist in the design of the cable tray system. A structural Engineer will be required to design the cable tray system to code and manufacture specification and submit design to the RCIT Communications Bureau Telecommunications Engineer for approval.

1. Work Area Outlets

1.1. Definition: Work Area Outlet (WAO) – consists of a telecommunications faceplate and its component (s) – what telephones and PC's are plugged into at a user's desk location or work area.

1.2. Furniture communications outlet openings shall accommodate the installation of an industry-standard, single gang faceplate, with a minimum opening of 2 inches by 3 inches.

1.2.1. Two (2) factor or field-installed threaded openings shall be provided for single gang faceplate mounting and shall accommodate a 10x22 screw.

1.3 Furniture communications outlet openings shall provide a minimum mounting depth of 44.5 mm (1.75 in).

1.4. Extender plates shall be provided for WAO's (Work Area Outlet's) within furniture system – one for each workstation space, fax location, and printer location.

1.4.1. Extender plates shall be a minimum 7/8 inch deep.

2. Cabling Pathways

2.1 Furniture pathways shall have capacity for a minimum of (12) communications cables with an outside diameter of .25 inches and not exceed 40% of pathway capacity.

2.1.1. Remaining pathway capacity will be utilized to accommodate future moves, adds, and changes (MAC's).

2.1.2. This requirement applies to ALL areas of the furniture pathway INCLUDING corners, panel to panel pathways, etc.

2.1.3. Consideration will include space used in furniture for connecting hardware.

2.2 Furniture system shall completely conceal all communications cabling in all cabling pathways.

2.3 Entire communications cabling pathway shall contain a continuous and rigid support infrastructure within each panel.

2.4 When communications cabling pathways run parallel to electrical pathways:

2.4.1. A metallic barrier shall be provided (i.e. metallic divider, conduit, corrugated or solid) and shall be bonded to ground.

2.4.2. Electrical components shall not impede on communications cabling pathways so as to restrict in any way the fill requirements noted above.

2.5. The minimum size pathway shall not force the cable bend radius to be less than 25 mm (1 in) under conditions of maximum cable fill.

2.6. Metallic pathway edges shall utilize protective bushings.

2.7. All panels shall be equipped with at least one (1) of the following raceways and shall singularly conform to all of the above noted cabling pathway requirements:

2.7.1. Base Raceway

2.7.2. Top Raceway

3. Furniture In-Feeds

3.1. Furniture in-feeds shall have capacity for a minimum of (12) communications cables with an outside diameter of .25 inches and not exceed 40% of pathway capacity.

3.1.1. Remaining pathway capacity will be utilized to accommodate future moves, adds, and changes (MAC's).

3.1.2. Consideration will include space used in furniture for connecting hardware.

3.2. Furniture in-feeds shall have the ability to provide for separate entry points for power and communications cabling.

3.2.1. Where entry points are closer than 6 inches, a physical / mechanical barrier shall be provided to separate cabling entry points.

3.3. Metallic in-feed edges shall utilize protective bushings.

3.4. One furniture in-feed shall be provided for every four (4) WAO's (Work Area Outlets).

3.5. Placement of furniture in-feeds shall be coordinated and verified by County IT.

EXHIBIT "G"

PRELIMINARY DRAWINGS

(Attached)

EXHIBIT "H"
WORKING DRAWINGS
(To be Attached)