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1 mutually acknowledged, County and City hereby mutually agree that the Existing Lease be
2 amended and restated as of the Effective Date as defined in Section 4 as follows:

3 **1. Statement of Intent.** Prior to the Effective Date, the rights and obligations of
4 County and City are those described in the Existing Lease. On the Effective Date, the Existing
5 Lease shall be deemed amended and restated so as to contain all of the terms of this Lease
6 and this Lease as amended and restated shall govern all future rights, obligations, duties and
7 liabilities of the Parties.

8 **2. Description.** The Premises leased hereby consist of approximately 32,991
9 square feet located at 4102 Orange Street, Riverside, California, and consist of a building (or
10 portion thereof) as more particularly shown on Exhibit "A", attached hereto and by this
11 reference made a part of this Lease.

12 (a) Condition of the Premises. City is currently in possession of the leased
13 Premises and does hereby accept the leased Premises in its present "AS IS" condition, as of
14 the Effective Date. City, as the only occupant of the Premises since its construction, is in the
15 best position to know the condition of the Premises and all improvements.

16 **3. Use.**

17 (a) The Premises are leased hereby for the purpose of the operation of a
18 downtown police headquarters facility and ancillary office uses. Any such ancillary office uses
19 that are not related to the Police Department operations are subject to the County's consent, at
20 County's sole discretion.

 (b) The leased Premises shall not be used for any other purpose without
first obtaining the written consent of County.

 (c) City shall have the exclusive use of the leased Premises.

4. Term. This Lease shall be for a period of five (5) years effective as of August
15, 2017 and terminating on August 14, 2022.

1 **5. Options to Extend.**

2 (a) County grants to City one option to extend the Lease term (the "Option").
3 The extension option shall be for a period of five (5) years, subject to the conditions described
4 in this Section 5 (the "Option Period").

5 (b) The Option(s) shall be exercised by City delivering to County written
6 notice thereof no later than ninety (90) days prior to the expiration of the original term of the
7 Lease.

8 (c) The rent payable by City during any extended term shall be on the same
9 terms and conditions as the Lease.

10 **6. Rent.**

11 (a) City shall pay the sum of \$292,000, on a triple net basis, payable as
12 \$24,333.00 per month to County as rent for the leased Premises, payable, in advance, on the
13 first day of the month, provided, however, in the event rent for any period during the term
14 hereof which is for less than one full calendar month said rent shall be pro-rated based upon
15 the actual number of days of said month.

16 (b) Notwithstanding the provisions of this Section, the monthly rent shall be
17 increased on each anniversary of the Lease by an amount equal to two (2%) percent of such
18 monthly rental.

19 (c) The City shall be responsible for the payment of all costs of interior and
20 exterior property maintenance, utilities and property insurance. City shall not be responsible
21 for the payment of any property or possessory interest taxes as both City and County are
22 public agencies. County acknowledges that no property or possessory interest taxes will be
23 imposed on the City. City acknowledges that it is self-insured. County shall have no
24 responsibility to maintain or repair the Premises.

25 **7. Improvements by City.**

26 (a) County shall not be obligated to provide any monetary allowance or
27 perform any tenant improvements for the Premises. City shall be solely responsible for the

1 payment and installation of any and all tenant improvements necessary for the City's use of the
2 Premises.

3 (b) Any alterations, improvements or installation of fixtures to be undertaken
4 by City shall have the prior written consent of County after City has submitted proposed plans
for such alterations, improvements or fixtures to County in writing.

5 (c) All work performed on the Premises shall be by a licensed general
6 contractor and licensed subcontractors holding active licenses with the California State License
7 Board and a business license with the City of Riverside. All tenant improvements must be legal
and must comply with the City of Riverside's municipal code requirements and all State and
County regulations.

8 (d) All alterations and improvements to be made, and fixtures installed, or
9 caused to be made and installed, by City shall remain the property of City and may be removed
10 by City at or prior to the expiration of this Lease; provided, however, such removal does not
11 cause injury or damage to the Premises, or in the event it does, the Premises shall be restored
to its prior condition, if required by County.

12 (e) At the expiration or termination of this Lease, City shall have no
13 reimbursement rights for any amounts expended on tenant improvements, maintenance, or for
any other purpose, and all such expenditures and improvements shall be at the City's sole
expense, risk and responsibility.

14 **8. Utilities.**

15 (a) City shall provide and pay for all utilities.

16 (b) City shall provide and pay for all telephone services.

17 **9. Maintenance.**

18 (a) City shall be responsible for all maintenance of the leased Premises and
19 City shall keep the Premises in good condition and in compliance with all federal and state
laws, ordinances, rules, codes and regulations, including but not limited to fire, health and
20 safety.

1 (b) City shall be responsible for providing routine monitoring and
2 maintenance of the fire alarm system, fire extinguishers, and the fire sprinkler system, if
applicable.

3 (c) City shall maintain the mechanical room and other major equipment
4 connected to this facility.

5 **10. Custodial Services.** City shall provide, or cause to be provided, and pay for all
custodial services in connection with the leased Premises.

6 **11. Inspection of Premises.** County, through its duly authorized agents, shall have
7 the right to enter the leased Premises for the purpose of inspecting, monitoring, and evaluating
8 the obligations of City hereunder and for the purpose of doing any and all things which it is
9 obligated and has a right to do under this Lease. County shall give the City twenty-four (24)
prior notice before entering the Premises.

10 **12. Quiet Enjoyment.** City shall have, hold and quietly enjoy the use of the leased
Premises so long as it shall fully and faithfully perform the terms and conditions that it is
11 required to do under this Lease.

12 **13. Compliance with Government Regulations.** City shall, at City's sole cost and
13 expense, comply with the requirements of all local, state and federal statutes, regulations,
14 rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the
leased Premises. The final judgment, decree or order of any court of competent jurisdiction, or
15 the admission of City in any action or proceedings against City, whether City be a party thereto
or not, that City has violated any such statutes, regulations, rules, ordinances or orders, in the
16 use of the leased Premises, shall be conclusive of that fact as between County and City.

17 **14. Termination by County.** County shall have the right to terminate this Lease
forthwith:

18 (a) In the event a petition is filed for voluntary or involuntary bankruptcy for
the adjudication of City as debtor.

19 (b) In the event that City makes a general assignment, or City's interest
20 hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

1 (c) In the event of abandonment of the leased Premises by City.

2 (d) In the event City fails or refuses to perform, keep or observe any of City's
3 duties or obligations hereunder; provided, however, that City shall have thirty (30) days in
4 which to correct City's breach or default after written notice thereof has been served on City by
County.

5 (e) Without cause upon three hundred and sixty-five (365) days' written
6 notice of its intent to terminate the Lease served upon the City during the Option Period.
County shall not terminate the Lease without cause during the first five (5) years of the Lease.

7 **15. Termination by City.** City shall have the right to terminate this Lease without
8 cause by providing County with at least one hundred and eighty (180) days written notice of its
intent to terminate the Lease and vacate the Premises.

9 **16. Insurance.** The insurance requirements contained in this Agreement may be
10 met with a program(s) of self-insurance acceptable to the County. The City shall pass down
11 all obligations of this Section 16 to any and all third parties or contractors performing work on
12 the Premises. Any insurance carrier providing insurance coverage to any such third party or
13 contractor hereunder shall be admitted to the State of California and have an A M BEST rating
of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County
Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer
such waiver is only valid for that specific insurer and only for one policy term.

14 **16.1** Without limiting or diminishing the City's obligation to indemnify or hold
15 the County harmless, City shall procure and maintain or cause to be maintained, at its sole
16 cost and expense, the following insurance coverages during the term of this Lease. As
17 respects to the insurance section only, the County herein refers to the County of Riverside, its
18 Agencies, Districts, Special Districts, and Departments, their respective directors, officers,
Board of Supervisors, employees, elected or appointed officials, agents, attorneys or
representatives as Additional Insureds.

19 **16.2 Workers' Compensation.** City shall maintain statutory Workers'
20 Compensation Insurance as prescribed by the laws of the State of California. The policy shall

1 be endorsed to waive subrogation in favor of the County of Riverside.

2 **16.3 Commercial General Liability.** The City is self-insured for \$3,500,000
3 and will provide the County with a self-insured affirmation letter.

4 **16.4 Vehicle Liability.** If vehicles or mobile equipment are used in the
5 performance of the obligations under this Agreement, then City shall maintain liability
6 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
7 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
8 aggregate limit, it shall apply separately to this agreement or be no less than two (2) times
9 the occurrence limit. Policy shall name the County as Additional Insureds.

10 **16.5** For the duration of the Lease while any construction or demolition
11 activities are undertaken, City shall require its Contractor to keep in full force and effect, a
12 policy of Course of Construction Insurance covering loss or damage to the Premises for
13 the full replacement value of such work. The Named Insured shall include the City, County
14 and Contractor as their interests appear. Contractor shall be responsible for any deductible
15 payments that result from a loss at the Premises under this coverage.

16 **16.6** General Insurance Provisions - All lines.

17 **16.6.1** The City must declare its insurance self-insured retention for
18 each coverage required herein. If any such self-insured retention exceed \$500,000 per
19 occurrence each such retention shall have the prior written consent of County Risk
20 Management before the commencement of operations under this Agreement. Upon
notification of self-insured retention unacceptable to the County, and at the election of the
County's Risk Manager, City's carriers shall either; 1) reduce or eliminate such self-insured
retention as respects this Agreement with the County, or 2) procure a bond which guarantees
payment of losses and related investigations, claims administration, and defense costs and
expenses.

16.6.2 City shall cause City's insurance carrier(s) to furnish the
County of Riverside with either 1) a properly executed original Certificate(s) of Insurance
and certified original copies of Endorsements effecting coverage as required herein, and 2) if

1 requested to do so orally or in writing by the County Risk Manager, provide original
2 Certified copies of policies including all Endorsements and all attachments thereto,
3 showing such insurance is in full force and effect. Further, said Certificate(s) and policies
4 of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty
5 (30) days written notice shall be given to the County of Riverside prior to any material
6 modification, cancellation, expiration or reduction in coverage of such insurance. If City's
7 insurance carrier(s) policies does not meet the minimum notice requirement found herein,
8 City shall cause City's insurance carrier(s) to furnish a 30 day Notice of Cancellation
9 Endorsement.

10 **16.6.3** In the event of a modification, cancellation, expiration, or
11 reduction in coverage, this Agreement shall terminate forthwith, unless the County of
12 Riverside receives, prior to such effective date, another properly executed original
13 Certificate of Insurance and copies of endorsements evidencing coverage's set forth herein
14 and the insurance required herein is in full force and effect. City shall not commence
15 operations until the County has been furnished original Certificate (s) of Insurance and
16 copies of endorsements. Upon notification of self-insured retention unacceptable to the
17 County, and at the election of the County's Risk Manager, City's carriers shall either; 1)
18 reduce or eliminate such self-insured retention as respects this Agreement with the County,
19 or 2) procure a bond which guarantees payment of losses and related investigations, claims
20 administration, and defense costs and expenses.

15 **16.6.4** It is understood and agreed to by the parties hereto that the
16 City's insurance shall be construed as primary insurance, and the County's insurance
17 and/or deductibles and/or self-insured retention's or self-insured programs shall not be
18 construed as contributory.

18 **16.6.5** City shall pass down the insurance obligations contained herein
19 to all tiers of contractors working under this Agreement.

19 **16.6.6** The insurance requirements contained in this Agreement may
20 be met with a program(s) of self-insurance acceptable to the County.

1 16.6.7 City agrees to notify County of any claim by a third party or
2 any incident or event that may give rise to a claim arising from the performance of this
3 Agreement.

4 **17. Hold Harmless.**

5 (a) City represents that it has inspected the leased Premises, accepts the
6 condition thereof, accepts the Premises in "as is" condition, and fully assumes any and all risks
7 incidental to the use thereof. County shall not be liable to City, its officers, agents, employees,
8 subcontractors or independent contractors for any personal injury or property damage suffered
9 by them which may result from hidden, latent or other dangerous conditions in, on, upon or
10 within the leased Premises; provided, however, that such dangerous conditions are not caused
11 by the sole negligence of County, its officers, agents or employees.

12 (b) City shall indemnify and hold County, its Board of Supervisors, officers,
13 agents, employees and independent contractors free and harmless from any liability
14 whatsoever, based or asserted upon any act or omission of City, its officers, agents,
15 employees, subcontractors and independent contractors, for property damage, bodily injury, or
16 death (City's employee included) or any other element of damage of any kind or nature,
17 relating to or in anywise connected with or arising from its use and responsibilities in
18 connection therewith of the leased Premises or the condition thereof, and City shall defend, at
19 its expense, including without limitation, attorney fees, expert fees and investigation expenses,
20 County, its officers, agents, employees and independent contractors in any legal action based
upon such alleged acts or omissions. The obligations to indemnify and hold County free and
harmless herein shall survive until any and all claims, actions and causes of action with respect
to any and all such alleged acts or omissions are fully and finally barred by the applicable
statute of limitations.

 (c) The specified insurance limits required in Section 16 above shall in no
way limit or circumscribe City's obligations to indemnify and hold County free and harmless
herein.

1 (d) County shall indemnify and hold harmless the City, its departments,
2 directors, officers, City Councilmembers, elected and appointed officials, employees, agents,
3 attorneys and representatives from any liability, claim, damage or action arising from the gross
4 negligence or willful misconduct of County, its officers, employees, contractors, agents or
5 representatives arising out of or in any way relating to this Lease, including but not limited to
6 property damage, bodily injury, or death. County shall defend, at its sole cost and expense,
7 including but not limited to attorney fees, cost of investigation, defense and settlements or
8 awards, the City of Riverside, its Departments, directors, officers, City Councilmembers,
9 elected and appointed officials, employees, agents, attorneys and representatives in any such
10 action or claim. With respect to any action or claim subject to indemnification herein by County,
11 County shall, at its sole cost, have the right to use counsel of its own choice and shall have the
12 right to adjust, settle, or compromise any such action or claim without the prior consent of City;
provided, however, that any such adjustment, settlement or compromise in no manner
whatsoever limits or circumscribes County's indemnification of City. County's obligations
hereunder shall be satisfied when County has provided to City the appropriate form of
dismissal (or similar document) relieving the City from any liability for the action or claim
involved.

13 (e) County agrees to notify City of any claim by a third party or any incident
14 or event that may give rise to a claim arising from the performance of this Agreement.

15 **18. No Assignment or Subletting.** City may not assign, sublet, mortgage,
16 hypothecate or otherwise transfer in any manner any of its rights, duties or obligations
hereunder to any person or entity.

17 **19. Toxic Materials.** During the term of the Lease and any extensions thereof, City
18 shall not violate any federal, state or local law, ordinance or regulation, relating to industrial
19 hygiene or to the environmental condition on, under or about the leased Premises, including,
20 but not limited to, soil and groundwater conditions. Further, City shall not use, generate,
manufacture, produce, store or dispose of on, under or about the leased Premises or transport
to or from the leased Premises any flammable explosives, asbestos, radioactive materials,

1 hazardous wastes, toxic substances or related injurious materials, whether injurious by
2 themselves or in combination with other materials (collectively, "hazardous substances",
3 "hazardous materials" or "toxic substances") in the Comprehensive Environmental Response,
4 Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq; the
5 Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq; the Resource
6 Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq; and those substances
7 defined as "Hazardous Wastes" in Section 25117 of the California Health and Safety Code or
8 as "Hazardous Substances" in Section 25316 of the California Health and Safety Code; and in
9 the regulations adopted in publications promulgated pursuant to said laws.

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

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

21.2. Binding on Successors. The assigns and successors in interest to each party,
shall be bound by all the terms and conditions contained in this Lease, and all the parties
thereto shall be jointly and severally liable hereunder.

21.3. Waiver of Performance. No waiver by County at any time of any of the terms
and conditions of this Lease shall be deemed or construed as a waiver at any time thereafter

1 of the same or of any other terms or conditions contained herein or of the strict and timely
2 performance of such terms and conditions.

3 **21.4. Severability.** The invalidity of any provision in this Lease as determined by a
4 court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

5 **21.5. Venue.** Any action at law or in equity brought by either of the parties hereto for
6 the purpose of enforcing a right or rights provided for by this Lease shall be tried in a court of
7 competent jurisdiction in the County of Riverside, State of California, and the parties hereby
8 waive all provisions of law providing for a change of venue in such proceedings to any other
9 county.

10 **21.6. Notices.** Any notice required or desired to be served by either party upon the
11 other shall be addressed to the respective parties as set forth below:

12 County:

City:

13 Real Estate Division

City of Riverside

14 Economic Development Agency

Community & Economic Development

15 3403 10th Street, Suite 400

3900 Main Street

16 Riverside, California 92501

Riverside, California 92501

17 or to such other addresses as from time to time shall be designated by the respective parties.

18 **21.7. Permits, Licenses and Taxes.** City shall secure and maintain, at its expense,
19 all necessary permits and licenses as it may be required to obtain and/or hold, and City shall
20 pay for all fees and taxes levied or required by any authorized public entity.

21.8. Section Headings. The section headings herein are for the convenience of the
parties only, and shall not be deemed to govern, limit, modify or in any manner affect the
scope, meaning or intent of the provisions or language of this Lease.

21.9. County's Representative. County hereby appoints the Assistant County
Executive Officer of the Economic Development Agency as its authorized representatives to
administer this Lease.

21.10. Nondiscrimination. The Parties shall not discriminate on the grounds of race,
religious creed, color, national origin, ancestry, age, physical or mental disability, medical

1 conditions, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or
2 any condition related thereto, marital status, genetic information, gender, gender identity, sex
3 or sexual orientation, in connection with the performance of this Agreement. The parties
4 further agree to conform to the requirements of the Americans with Disabilities Act in the
performance of this Lease.

5 **21.11. Brokers.** Both Parties acknowledge that neither County nor City is
represented by a real estate broker in this transaction.

6 **21.12. Entire Lease.** This Lease is intended by the parties hereto as a final
7 expression of their understanding with respect to the subject matter hereof and as a complete
8 and exclusive statement of the terms and conditions thereof and supersedes any and all prior
9 and contemporaneous leases, agreements and understandings, oral or written, in connection
therewith. The Lease may be changed or modified only upon the written consent of the parties
hereto.

10 **21.13. Approval.** This Lease shall not be binding or consummated until its approval
11 by the Chairman of the Riverside County Board of Supervisors and the City Council of the City
of Riverside.

12 SIGNATURE PROVISIONS FOLLOW
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1 IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first
2 written above.

3 COUNTY OF RIVERSIDE

CITY OF RIVERSIDE

4
5 By: _____
6 John J. Benoit, Chairman
7 Board of Supervisors

By: _____
John A. Russo
City Manager

8 ATTEST:
9 Kecia Harper-Ihem
10 Clerk of the Board

ATTEST:
Colleen J. Nicol
City Clerk

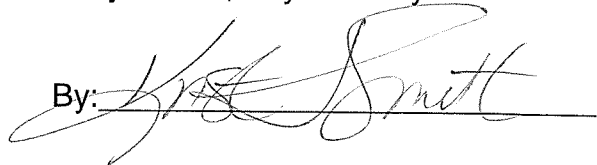
11 By: _____
12 Deputy

By: _____
Deputy

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

APPROVED AS TO FORM:
Gary Geuss, City Attorney

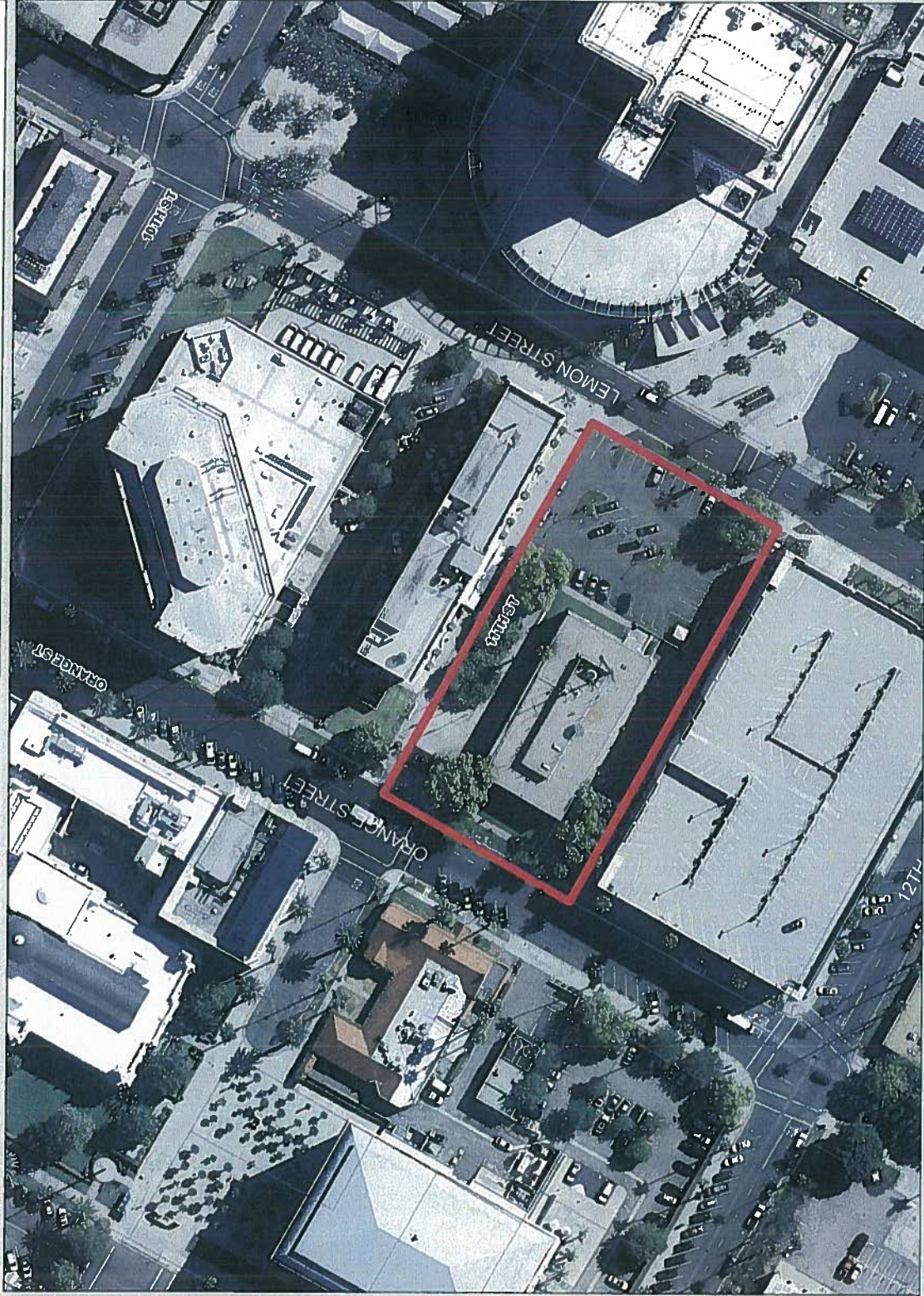
15 By: _____
16 Todd Frahm
17 Deputy County Counsel

By:  _____

18
19 CAO:ra/092716/RV509/18.460
20

EXHIBIT A

APN: 215-282-018



- Legend**
- roadsanno
 - highways
 - HWY
 - INTERCHANGE
 - INTERSTATE
 - OFFRAMP
 - ONRAMP
 - USHWY
 - counties
 - cities
 - hydrography
 - lines
 - waterbodies
 - Lakes
 - Rivers

Notes

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

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