

**CALIFORNIA EXCLUSIVE AUTHORIZATION OF LEASE  
(Mission Square)**

The City of Riverside, a California charter city and municipal corporation ("Owner") hereby grants to Newmark of Southern California, Inc., a California corporation, DBA Newmark Grubb Knight Frank ("Broker") the exclusive right to negotiate a lease or leases with respect to the real property described below (the "Property") for a period commencing on January 1, 2016, and ending at 11:59 p.m. on December 31, 2020 (the "Listing Period"), unless this "California Exclusive Authorization of Lease" (the "Authorization") is extended in a writing signed by both Owner and Broker.

- 1. PROPERTY.** The Property is located at 3750 University Avenue, in the City of Riverside, County of Riverside, State of California, and is further described as a six (6) story office building commonly referred to as Mission Square.
- 2. TERMS.** The Lease(s) shall be for rental of \$2.50 per square foot per month for a minimum term of three (3) years, or such other terms and conditions acceptable to the Owner of the Property.
- 3. COMPENSATION.** In consideration of this Authorization and Broker's agreement to diligently pursue the procurement of tenant(s) for the Property, Owner agrees to pay Broker commissions in cash as follows:

**GROSS LEASE**

5% of the rent for the first 12 months;  
5% of the rent for the second 12 months;  
5% of the rent for the third 12 months;  
5% of the rent for the fourth 12 months;  
5% of the rent for the fifth 12 months; and  
2.5% of the rent for the next 60 months.

**A. Commencement of Rent:** For the purpose of computing the amount of the commission due on a leasing transaction, the first month when the base or minimum rental commences shall be deemed to be the first month of the lease.

**B. Month-to-Month Tenancy:** The commission shall be fifty percent (50%) of the first month's rent but in no event less than \$1,000. In the event that a month-to-month tenant subsequently executes a lease, either direct with Owner or through Broker, within 24 months from the date of first occupancy of the month-to-month tenant, then Broker shall receive a leasing commission with respect to such lease in accordance with the provisions hereof.

**C. Payment:** One-half of leasing commission shall be paid upon the mutual execution of a lease by lessor and tenant, and the balance shall be paid on the date specified in the lease for the commencement of the term.

**D. Payment Instructions:** Broker is hereby authorized to deduct its commission from any deposits, payments or other funds paid by a tenant in connection with such transaction.

**E. Payment Obligations:**

(1) Owner shall pay said commissions to Broker if during the Listing Period: (a) the Property or any part thereof is leased to a tenant by or through Broker, Owner or any other person or entity; or (b) a tenant is procured by or through Broker, Owner or any other person who is ready, willing and able to lease the Property or any part thereof on the terms above stated or other terms acceptable to the owner of the Property; or (c) any lease or contract for the lease of the Property or any part thereof is made directly or indirectly by the owner of the Property; or (d) this Authorization is terminated or the property is withdrawn from lease with the written consent of Broker or made unmarketable by Owner's voluntary act.

(2) No commission shall be due to Broker on any space occupied directly by Owner.

(3) Owner shall also pay said commission to Broker if within ninety (90) days after the expiration of the Listing Period: (a) the Property, or any interest therein, is leased to any person or entity which during the term of the Listing Period made a written offer to lease the Property, or any interest therein, whether or not such transaction is consummated on the same or different terms and conditions contained in such offer; (b) the Property or any interest therein is leased to any person or entity with whom Broker has negotiated or to whom Broker has submitted the Property in an effort to effect a transaction during the Listing Period and whose name appears on any list of such persons or entities (the "Registration List") which Broker shall have mailed to Owner at the address below stated within thirty (30) days following such expiration; or (c) if during the Listing Period an option or right of first refusal to lease the Property is granted and the option or right of first refusal is exercised.

**4. OWNER'S DUTIES.** Owner agrees to cooperate with Broker in effecting a lease(s) of the property and immediately to refer to Broker all inquiries of any person or entity interested in leasing the Property. All negotiations are to be through Broker. Owner agrees to pay all customary escrow, title and revenue charges, to furnish good title to and execute and deliver such documents as may be necessary to effect a lease(s) of the Property. Owner agrees and acknowledges that Owner and not Broker shall be solely responsible for compliance with both The California Nonresidential Building Energy Use Disclosure Program and California SB 1186 (CAsP disclosure). Owner agrees to defend, indemnify and hold Broker harmless from any and all claims, liabilities, demands and damages arising from incorrect information supplied by Owner or any information which Owner fails to supply. Owner understands that it is illegal for either Owner or Broker to refuse to present or sell real property to any person because of race, color, religion, national origin, sex, marital status, age or physical disability.

**5. BROKER'S DUTIES AND AUTHORIZATIONS.** Broker represents and warrants that it is licensed as a real estate broker in the State of California, License Number 01355491. Broker shall assign the following individual(s) to act on its behalf in the performance of services under this agreement: John Daciolas/John Ewart, whose real estate broker/salesperson license number(s) is/are 01232203/00859319.

Broker is authorized to accept a deposit from any prospective tenant, and upon the opening of escrow, to transfer such deposit to the escrow agent for the account of the tenant. In the event a transaction is not consummated, any deposits, payments, including payments for options, liquidated damages and other amounts retained by Owner shall be equally divided between Owner and Broker, except that Broker's portion thereof shall not exceed the amount of the commission otherwise payable upon the consummation of such transaction by the terms of this Authorization.

Broker is authorized to advertise the Property and shall have the exclusive right to place a sign or signs on the Property if, in Broker's opinion, such would facilitate the lease(s) thereof.

**6. OWNER'S REPRESENTATIONS.** Except as disclosed in an addendum hereto signed by both Owner and an officer of Broker, Owner hereby warrants and represents to Broker that: (a) Owner is the owner of record of the Property or has the legal authority to execute this Authorization on behalf of such owner; (b) no person or entity has any right to purchase the Property or to acquire any interest therein by virtue of option or right of first refusal; (c) there are no delinquencies or defaults under any deed of trust, mortgage or other encumbrance on the Property; (d) the Property is not subject to the jurisdiction of any court in any bankruptcy, insolvency, conservatorship or probate proceeding; and (e) neither Broker nor any salesperson affiliated with Broker has made any promise or representations to or agreements with Owner not contained herein that in any manner affect Owner's and Broker's rights and obligations under this Authorization.

**7. PAYMENT AUTHORIZATION.** In the event an escrow is opened with respect to the sale, transfer, conveyance, or lease of the Property or any interest therein, Owner hereby irrevocably assigns to Broker and irrevocably authorizes and instructs the escrow agent to disburse to Broker the amount of the compensation provided for herein from the funds payable to Owner.

8. **LIABILITY.** The liability of the parties caused by a breach of this Agreement shall be limited to direct damages, and in no event will either party be liable to the other for any loss of or damage to revenues, profits, goodwill or other special, incidental, exemplary, punitive, indirect, or consequential damages of any kind resulting from the performance or failure to perform pursuant to the terms of this Authorization or from the provision of services hereunder, even if such party has been advised of the possibility of such damages. In no event shall the total liability of Broker to Owner for damages in connection with all claims made under the terms of this Authorization exceed the amount of compensation received by Broker under the terms of this Authorization.

9. **AGENCY.** Owner hereby authorizes Broker to represent and serve as agent for any tenant or prospective tenant of the Property or of any interest therein, and Owner hereby waives any conflict of interests which might arise as a result thereof.

10. **SUCCESSORS AND ASSIGNS.** The heirs, transferees, successors and assigns of the parties hereto are duly bound by the provisions hereof.

11. **AMENDMENTS AND MODIFICATIONS.** No amendments to, modifications of, or termination of, this authorization shall be valid or binding unless made in writing and signed by both Owner and an officer of Broker. Owner hereby acknowledges that salespersons affiliated with Broker are not authorized to make or approve any additions to, deletions from, or alterations of the printed provisions of this authorization, nor are they authorized to terminate this authorization.

12. **INDEPENDENT ADVICE.** Owner hereby acknowledges that neither Broker nor any salesperson associated with Broker is qualified or authorized to give legal or tax advice, nor to determine if Owner desires or needs such advice. Owner agrees to consult with an attorney or accountant.

13. **PUBLICITY.** Owner hereby authorizes Broker to publicize any transactions that occur involving the Property under this Authorization. Broker shall have the right to name the parties to the transaction and the character and location of the Property, but shall not disclose any financial aspects of the transaction.

14. **INSURANCE.** Prior to the City's execution of this Agreement, Broker shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

A. **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Broker's indemnification obligations under Section 8 hereof.

B. **Ratings.** Any insurance policy or coverage provided by Broker or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

C. **Cancellation.** Broker shall immediately notify the City in the event Broker receives notice of cancellation of any of the insurance policies required herein.

D. **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Broker pursuant to this Agreement are adequate to protect Broker. If Broker believes that any required insurance coverage is inadequate, Broker will obtain such additional insurance coverage as Broker deems adequate, at Broker's sole expense.

**E. Workers' Compensation Insurance.** By executing this Agreement, Broker certifies that Broker 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 of the work. Broker shall carry the insurance or provide for self-insurance required by California law to protect said Broker from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Broker shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Broker is self-insured for such coverage, or 2) a certified statement that Broker has no employees, and acknowledging that if Broker does employ any person, the necessary certificate of insurance will immediately be filed with City.

**F. Commercial General Liability and Automobile Liability Insurance.** Prior to City's execution of this Agreement, Broker shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Broker 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 Broker. The City, and its officers, employees and agents, shall be named as additional insureds under the Broker's insurance policies.

(1) Broker's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

(2) Broker's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 combined single limit. All of Broker's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Broker's performance of this Agreement, which vehicles shall include, but are not limited to, Broker owned vehicles, Broker leased vehicles, Broker's employee vehicles, non-Broker owned vehicles and hired vehicles.

(3) Immediately following the full execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies.

(4) The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. Broker's insurance policies will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

**15. OTHER TERMS AND CONDITIONS.**

**A.** Owner has the right to terminate this Agreement at any time after the end of the twelfth (12<sup>th</sup>) month of the Term by providing a minimum of thirty (30) days prior written notice to Broker.

**B.** In the event there is an outside broker representing a tenant in a transaction, Owner agrees to pay the outside broker a commission equal to four percent (4%) of the total rental consideration for years one (1) through five (5) of the lease term and two percent (2%) of the total rental consideration for years six (6) through ten (10) of the lease term and Owner agrees to pay Broker a commission equal to fifty percent (50%) of the commission schedule outlined in Section 3.

**C.** In the event Owner engages Broker in the renewal of an existing tenant at the Property, Owner agrees to pay Broker a commission equal to fifty percent (50%) of the commission schedule outlined in Section 3. Owner shall not pay Broker a commission on any options unless Owner specifically engages Broker to negotiate with tenant with respect to such option whereby Owner agrees to pay Broker a commission equal to fifty percent (50%) of the commission schedule outlined in Section 3.

**D.** Broker understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Broker agrees that Broker will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

**E.** During Broker's performance of this Agreement, Broker shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Broker agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

[Signatures on following page.]

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

By: 

Name: Al Zelinka

Its: Assistant City Manager

Date: February 4, 2016

Attested to

By: 

Name: Colleen J. Nicol

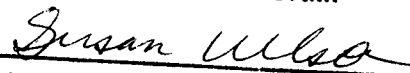
Its: City Clerk

Approved as to form:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:  
BY:   
ASSISTANT CITY ATTORNEY

NEWMARK OF SOUTHERN CALIFORNIA,  
INC., a California corporation, dba NEWMARK  
GRUBB KNIGHT FRANK

By: 

Name: Greg May

Its: EVP, Managing Director  
CA License #: 00946118



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**

Hub International Northeast Limited- LI  
100 Sunnyside Blvd  
Woodbury NY 11797

**INSURED**

G&E Real Estate Management Services Inc.  
110 E. 59th Street, 6th Floor  
New York, NY 10022

Cus#342004

**CONTACT****NAME:****PHONE**

(A/C, No, Ext): 516-677-4700

**FAX**

(A/C, No): 516-496-4040

**E-MAIL****ADDRESS:****INSURER(S) AFFORDING COVERAGE****NAIC #**

INSURER A: Zurich American Insurance Co.

16535

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$0 <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO5525025-03	07/15/2015	07/15/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP5932292-02	07/15/2015	07/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		WC5525017-03 Excludes Operations in NY, ND, OH, WA, WY	07/15/2015	07/15/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured: G&amp;E Real Estate Management Services, Inc. d/b/a Newmark Grubb Knight Frank

RE: 3900 Main Street, 2nd Floor

In accordance with the written contract/agreement and subject to all terms, conditions and exclusions of the policies The City of Riverside, a California Charter City and Municipal Corporation, is included as Additional Insured on a Primary and Non-Contributory basis as respects to the referenced location as respects to General Liability as their interest may appear.

Workers Compensation includes a Waiver of Subrogation.

**CERTIFICATE HOLDER**

The City of Riverside  
a California Charter City & Municipal Corporation  
Attention: David Welch, Real Property Services Manager  
3900 Main Street, 2nd Floor  
Riverside, CA 92522

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*W. Pennello*





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Hub International Northeast Limited- LI 100 Sunnyside Blvd Woodbury NY 11797  <b>INSURED</b>  G&E Real Estate Management Services Inc. 110 E 59th Street, 6th Floor New York, NY 10022	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 516-677-4700 FAX (A/C, No): 516-496-4040 E-MAIL: ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b>  INSURER A: Great American Alliance Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
---	--

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG \$ \$ \$ \$ \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$
A	<b>Professional Liability</b>			TER3177296	07/15/2015	07/15/2016	Each Claim/ Aggregate SIR - see below \$15,000,000 \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Named Insured: G&E Real Estate Management Services, Inc. d/b/a Newmark Grubb Knight Frank.  
Self Insured Retention: \$250,000 Each Claim except: \$250,000 Each Claim / \$750,000 Aggregate for Construction Management Services.  
Evidence of Insurance.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Riverside  
a California Charter City & Municipal Corporation  
Attention: David Welch, Real Property Services Manager  
3900 Main Street, 2nd Floor  
Riverside, CA 92522

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*W. Pennello*

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

Doc#8770642

Certholder #: 7870

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### **SCHEDULE**

Name of Person or Organization:

AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

POLICY NUMBER:  
BAP 5932292-02

COMMERCIAL AUTO

CA 20 48 02 99

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:   (Authorized Representative)
Named Insured:	

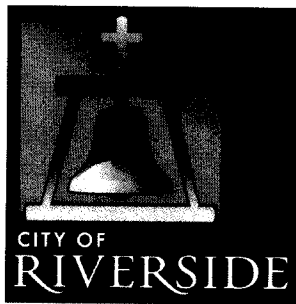
### SCHEDULE

**Name of Person(s) or Organization(s):**

AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



# CITY COUNCIL AND SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY MINUTES

TUESDAY, JANUARY 26, 2016, 1 P.M.  
ART PICK COUNCIL CHAMBER  
CITY HALL  
3900 MAIN STREET

*City of Arts & Innovation*

## COUNCILMEMBERS

		G A R D N E R	M E L E N D R E Z	S O U B I R O U S	D A V I S	M A C A R T H U R	P E R R Y	B U R N A R D
	WARDS	1	2	3	4	5	6	7
designee, to execute the Fifth Amendment to Lease, including making minor, non-substantive changes, and to sign all documents and instruments necessary to complete the transaction.	Disqualified		X					
LEASE AGREEMENT - MISSION SQUARE OFFICE COMPLEX - 3750 UNIVERSITY The City Council (1) approved the Exclusive Authorization of Lease Agreement with Newmark of Southern California, Inc., dba Newmark Grubb Knight Frank, for professional third party commercial broker and leasing operation of the Mission Square Office Building Complex located at 3750 University Avenue; and (2) authorized the City Manager, or his designee, to execute the Agreement, including making minor, non-substantive changes, and to sign all documents and instruments necessary to complete the transaction.	Disqualified		X					
AGREEMENT - MISSION SQUARE OFFICE COMPLEX AND PARKING STRUCTURE - 3750 UNIVERSITY The City Council (1) approved the Professional Service Agreement with G&E Real Estate Management Services, Inc., dba Newmark Grubb Knight Frank, for an annual amount not-to-exceed \$1,087,000 from Electric Utility Account 60000010-424130 for professional third party commercial operation of the Mission Square Office Complex and Parking Structure, including programmed management fees and engagement of sub-contractors for ongoing building and grounds maintenance and facility operations located at 3750 University Avenue; and (2) authorized the City Manager, or his designee, to execute the Agreement, including making minor, non-substantive changes, and to sign all documents and instruments necessary to complete the transaction.	Disqualified		X					
CASES P14-0914, P14-0915, P14-0916, P14-0917, P14-0918, P14-0920, AND P15-0527 - CONDITIONAL USE PERMITS, TENTATIVE PARCEL MAP, DESIGN REVIEW, AND VARIANCES - VEHICLE FUEL STATION - LA CADENA/COLUMBIA/INTERCHANGE The City Council (1) determined the proposed project will not have a significant effect on the environment based upon the findings and mitigation measures set forth in the case record and adopted a Mitigated Negative Declaration for a proposal by Core States for (a) a conditional use permit to construct a vehicle fuel station with six fuel dispensers under an approximately 3,096-square-foot canopy, (b) a conditional use permit to permit the off-sale of beer and wine within approximately a 3,060-square-foot 24-hour convenience store (7-Eleven), (c) a conditional use permit to construct an approximately 2,060-square-foot drive-thru business								

Mission

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT ROUTING SLIP

Savone

Date: 12/22/15

☐ Contract

☐ Agreement/PSA

☒ Other (Specify)

Council/Successor Agency/Housing Authority Approval Date: Rpt Board 1/22/16  
CC 1/26/16

Title of Document:

Exclusive Authorization and Lease Agreement

Staff Member: Angela Ferreira Ext. No. 5330 CA's # 15-2304

**Signatures Required:**

☒ Division Manager:

Date: 12-22-15

☐ Fiscal Manager:

Date: \_\_\_\_\_

Funds Available? Yes ☐ No ☐ Amount \$ \_\_\_\_\_

Account # \_\_\_\_\_

☒ Deputy Director:

Date: \_\_\_\_\_

☐ Department Director:

Date: \_\_\_\_\_

☐ Finance Director:

Date: \_\_\_\_\_

(For Non-Agency/Council Approved Items)

☒ City Attorney's Office:

Date: \_\_\_\_\_

☒ City Clerk's Office:

Date: \_\_\_\_\_

☒ City Manager/Executive Director:

Date: \_\_\_\_\_