



CVEP - Accelerator Campus

1/0/00 12:00 AM

Line Item Detail

Area 07 (Emerging Technologies Center - East)

ITEM DESCRIPTION:	Qty:	Unit:	Unit Price:	Total:
DIVISION 01.01 - General Conditions			SUBTOTAL:	\$ 20,070
General conditions	4460	SF	\$ 4.50	\$ 20,070
DIVISION 02.02 - Selective Demo / Site Remediation			SUBTOTAL:	\$ 2,000
Demo interior walls at warehouse	1	LS	\$ 2,000.00	\$ 2,000
DIVISION 03.01 - Concrete			SUBTOTAL:	\$ 10,927
Pressure wash floor for new sealer	4460	SF	\$.45	\$ 2,007
Acid wash, neutralize, and seal existing concrete floor	4460	SF	\$ 2.00	\$ 8,920
DIVISION 07.01 - Dampproofing / Waterproofing			SUBTOTAL:	\$ 450
Caulking at doors and roll-up doors	1	LS	\$ 450.00	\$ 450
DIVISION 07.03 - Roofing			SUBTOTAL:	\$ 44,600
Roof Repairs	4460	SF	\$ 10.00	\$ 44,600
DIVISION 08.01 - Doors, Frames & HW			SUBTOTAL:	\$ 3,000
ADA Access	1	LS	\$ 3,000.00	\$ 3,000
DIVISION 09.01 - Framing & Drywall			SUBTOTAL:	\$ 10,300
Patch walls at misc. locations throughout warehouse space	10	EA	\$ 150.00	\$ 1,500
Misc Interior Wall for Tenants	1600	SF	\$ 5.50	\$ 8,800
DIVISION 09.02 - Paint / WC / Plaster / Special Finishes			SUBTOTAL:	\$ 16,279
Paint walls throughout warehouse	6500	SF	\$ 1.25	\$ 8,125
Paint walls - outside	5436	SF	\$ 1.50	\$ 8,154
DIVISION 10.03 - Fire Extinguishers & Cabinets			SUBTOTAL:	\$ 300
Furnish and install new fire extinguishers at warehouse	2	EA	\$ 150.00	\$ 300
DIVISION 21.01 - Fire Suppression			SUBTOTAL:	\$ 15,904
Furnish and install new fire sprinkler systems throughout warehouse	4480	SF	\$ 2.55	\$ 11,424
Fire Alarm	4480	SF	\$ 1.00	\$ 4,480
DIVISION 23.01 - HVAC			SUBTOTAL:	\$ 84,240
HVAC adjustment	4480	SF	\$ 13.00	\$ 58,240
New Equipment = 350 SF per Ton	13	TON	\$ 2,000.00	\$ 26,000
DIVISION 26.01 - Electrical / Lighting			SUBTOTAL:	\$ 40,320
Misc electrical work throughout warehouse	4480	SF	\$ 9.00	\$ 40,320
DIVISION 27.01 - Phone / Data / CATV			SUBTOTAL:	\$ 1,000
Data - Wireless Access point	1	LS	\$ 1,000.00	\$ 1,000



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Line Item Detail

Area 08 (Emerging Technologies Center - West)

ITEM DESCRIPTION:	Qty:	Unit:	Unit Price:	Total:
DIVISION 01.01 - General Conditions			SUBTOTAL:	\$ 10,080
General conditions	2240	SF	\$ 4.50	\$ 10,080
DIVISION 07.03 - Roofing			SUBTOTAL:	\$ 22,400
Roof Repairs	2240	SF	\$ 10.00	\$ 22,400
DIVISION 08.01 - Doors, Frames & HW			SUBTOTAL:	\$ 3,000
ADA Access	1	LS	\$ 3,000.00	\$ 3,000
DIVISION 09.01 - Framing & Drywall			SUBTOTAL:	\$ 1,500
Patch walls at misc. locations throughout warehouse space	10	EA	\$ 150.00	\$ 1,500
DIVISION 09.02 - Paint / WC / Plaster / Special Finishes			SUBTOTAL:	\$ 7,525
Paint walls throughout warehouse	3500	SF	\$ 1.25	\$ 4,375
Paint walls - outside	2100	SF	\$ 1.50	\$ 3,150
DIVISION 09.06 - Stone & Tile			SUBTOTAL:	\$ -
DIVISION 23.01 - HVAC			SUBTOTAL:	\$ 41,120
HVAC adjustment	2240	SF	\$ 13.00	\$ 29,120
New Equipment = 350 SF per Ton	6	TON	\$ 2,000.00	\$ 12,000
DIVISION 26.01 - Electrical / Lighting			SUBTOTAL:	\$ 20,160
Misc electrical work throughout warehouse	2240	SF	\$ 9.00	\$ 20,160
DIVISION 27.01 - Phone / Data / CATV			SUBTOTAL:	\$ 1,000
Data - Wireless Access point	1	LS	\$ 1,000.00	\$ 1,000
DIVISION 28.01 - Surveillance / Fire Safety			SUBTOTAL:	\$ -
DIVISION 31.01 - Earthwork / Grading			SUBTOTAL:	\$ -
DIVISION 32.01 - Site Concrete			SUBTOTAL:	\$ -



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Line Item Detail

Area 09 (Site Improvements)

ITEM DESCRIPTION:	Qty:	Unit:	Unit Price:	Total:
DIVISION 01.01 - General Conditions			SUBTOTAL:	\$ 1,500
General conditions included in buildings				
Dumpsters	3		\$ 500.00	\$ 1,500
DIVISION 32.01 - Site Concrete			SUBTOTAL:	\$ 30,876
Misc Concrete Repairs	1000	SF	\$ 15.00	\$ 15,000
Barn Footprint Remediation	2268	SF	\$ 7.00	\$ 15,876
DIVISION 32.02 - Asphalt Paving			SUBTOTAL:	\$ 33,750
Slurry seal and restripe front parking lot	33750	SF	\$ 1.00	\$ 33,750
DIVISION 32.04 - Landscaping			SUBTOTAL:	\$ 51,000
Landscaping and Irrigation	12000	SF	\$ 4.25	\$ 51,000
DIVISION 32.05 - Other			SUBTOTAL:	\$ 90,000
Property Wall	750	LF	\$ 110.00	\$ 82,500
Gates	3	EA	\$ 2,500.00	\$ 7,500

EXHIBIT "G"

LEASE PROVISIONS OF THE FEDERAL AVIATION ADMINISTRATION (FAA) AND THE TRANSPORTATION SECURITY ADMINISTRATION (TSA)

1.1 Tenant, as part of the consideration for this Lease, covenants and agrees "as a covenant running with its interest in property" that in the event facilities are constructed, maintained, or otherwise operated on the Airport or the Demised Premises for a purpose for which a Department of Transportation ("DOT") program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations DOT, Part 23, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as such regulations may be amended from time to time.

1.2 This lease is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The Tenant or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23.

1.3 The Tenant or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49CFR Part 23, that it enters and causes those businesses to similarly include the statements in further agreements.

1.4 In the event of a breach of the covenants specified in Subsection 1.1 and 1.2 of the Lease, City shall have the right to terminate this Lease and to reenter and repossess the Demised Premises and the facilities thereon and hold the same as if said Lease had never been made or issued. This provision does not become effective until the procedures of Title 49, Code of Federal Regulations, Part 23 are followed and completed, including the expiration of any appeal rights.

1.5 Tenant shall furnish its services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for its services; provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchases or other rational, reasonable basis. Non-compliance with this provision shall constitute a material breach of this Lease and in the event of such non-compliance, City shall have the right to terminate this Lease and any interest in property created without liability or at the election of the City or the United States either or both Governments shall have the right to judicially enforce this provision.

1.6 Tenant agrees that it shall insert the above five provisions in any lease or contract by which Tenant grants a right of privilege to any person, partnership, or corporation to

render services to the public on the Demised Premises pursuant to this Lease. Nothing in this provision shall be construed as waiving any obligations or requirements of the Tenant pursuant to Subsection 1.3 of this Lease or abrogate the rights of the City pursuant to such subsection.

1.7 This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation, or maintenance of the Airport.

1.8 This Lease, and all provisions hereof, shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation, and taking over of the Airport or the exclusive or non-exclusive use of the Airport by the United States during a time of war or national emergency.

1.9 Late Payment. Tenant hereby acknowledges that late payment by Tenant to City of rental or other sums due hereunder will cause City incur costs not contemplated by this Lease, the exact amount of which is extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, any payment of any sum to be paid by Tenant not paid within five (5) days of its due date shall be subject to a five percent (5%) late charge. City and Tenant agree that this late charge represents a reasonable estimate of such costs, and expenses and is fair compensation to City for its loss suffered by such late payment by Tenant.

2.0 Interest. Any sum to be paid pursuant to the terms of this Lease not paid when due shall bear interest from and after the due date until paid at a rate equal to three percent (3%) over the reference rate being charged by Bank of America, N.A, from time to time during such period so long as the rate does not exceed the maximum non-usurious rate permitted by law in which case interest shall be at the maximum non-usurious rate allowed by law at the time the sum became due.

USE OF PREMISES.

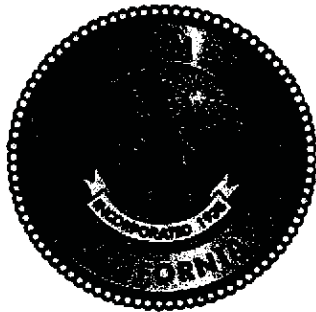
1.1 No Exclusive Rights. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

1.2 Public Facilities, Ingress, Egress and Quiet Enjoyment. City agrees that Tenant, upon payment of the rental hereunder and performing the covenants of the Lease, may quietly have, hold and enjoy the Demised Premises during the term of the Lease, and that Tenant shall have the right to use, in common with others, the parking facilities adjacent to the Demised Premises and Tenant shall have a reasonable right of ingress to and egress from the Demised Premises and the public facilities for its employees, visitors and customers. The Airport Rules and Regulations shall apply and be enforced as to all tenants in the Demised Premises on a uniform basis.

1.3 Financial Penalties. Tenant shall be responsible for any financial penalties associated with causing security infractions related to Transportation Security Administration regulations.

1.4 . U.S. Customs: Non-Interference. Tenant shall not impede the adjoining U.S. Customs operation inside or outside of the Hangar 1 facility.

1.5 Signage. All exterior signage must be approved in advance by the City. All signage must also meet the requirements of the Palm Springs Municipal Code Signage Ordinance



City of Palm Springs

David H. Ready, Esq., Ph.D.
City Manager

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September 5, 2013

Mr. Thomas Flavin
President & CEO
Coachella Valley Economic Partnership
3111 Tahquitz Canyon Way
Palm Springs, CA 92262

RE: Measure J Funding Disbursement, Uses and Reporting

Dear Tom:

On July 3, 2013, the Palm Springs City Council approved \$1,000,000 for the Palm Springs Accelerator Campus project to be allocated over a three-year period beginning in FY 13/14. As was discussed at our meeting on August 15, I am forwarding this letter agreement to you outlining provisions for uses and reporting associated with the project and for the Measure J funding disbursement. The Coachella Valley Economic Partnership (CVEP) currently manages the Accelerator Campus and the Innovation Hub under an Amended Administrative Services Agreement, which cover the duties of CVEP in the areas of reporting and administration. The following points outline the understanding between the City of Palm Springs and CVEP associated with this additional financial commitment:

Uses

- As part of this Agreement, CVEP shall manage and expand the Accelerator Campus activity and program associated with the Coachella Valley Innovation Hub (CViHub), including recruiting, mentoring, assisting and evaluating businesses that are “graduating” from the CViHub and are ready to pursue commercialization of their product or service.
- Pursuant to this Agreement, the facility at 2901 East Alejo Road and all “acceleration” activities of the CViHub shall be branded as the “Palm Springs Accelerator Campus” in all on-site and off-site signage, letterhead, brochures and collateral materials, website, social media and other electronic references. The City acknowledges that the Accelerator Campus is part of the Coachella Valley Innovation Hub, which is the official

State-sanctioned name for the entire Innovation Hub program, and which will not change; and

- The funds provided by the City pursuant to this Agreement are to be used by CVEP for both tenant improvements and operations costs solely for the Palm Springs Accelerator Campus during the fiscal years for which they are provided; and
- Any changes in the use of funds outside the scope of the Accelerator Campus will require prior City approval; and

Disbursement

- The commitment by the City for the Accelerator Campus is considered to be \$1,000,000, which is to be disbursed over three years for the convenience and cash flow needs of the City; therefore, any "excess" funds disbursed to CVEP under this agreement for a fiscal year can be rolled over into the following fiscal year without additional approval of the City, and any cash shortfall of CVEP's in the tenant improvement project within a given fiscal year that is not the last year can be replenished from the following year's disbursement from the City; and
- The amounts to be disbursed by the City are: FY 13/14 - \$500,000; FY 14/15 - \$250,000; and, FY 15/16 - \$250,000.
- In FY 13/14, the full amount of \$500,000 will be disbursed to the CVEP within 30 days after this Agreement and the Master Lease agreement are executed by both parties.
- In FY 14/15 and FY 15/16, the full amount allocated will be disbursed 30 days after an Annual Report on the Palm Springs Accelerator Campus is presented to the City Council.
- CVEP will provide quarterly reports to the City on the use of the Measure J funds.

These provisions will ensure that the funds provided through Measure J are used in the manner in which the City intended, while providing CVEP with the flexibility it needs to develop and operate the Palm Springs Accelerator Campus in a fashion that optimizes its success.

Sincerely,

Accepted by:

David H. Ready, Esq., Ph.D.
City Manager
City of Palm Springs

Thomas Flavin
President & CEO
CVEP