

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

937



FROM: Redevelopment Agency

SUBMITTAL DATE:
December 2, 2010

SUBJECT: First Amendment to the Lease Agreement for the Jurupa Valley Aquatic Center, Riverside

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached first Amendment to Lease and authorize the Chairman of the Board to execute same on behalf of the county; and
2. Authorize the Executive Director of the Redevelopment Agency, or designee, to take all necessary steps to implement the first amendment to lease including signing subsequent, necessary related documents to complete this transaction.

BACKGROUND: (Commences on Page 2)

Lisa Brandl for

Robert Field
Executive Director
By Lisa Brandl, Deputy Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: Yes

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer V. Sargent*
Jennifer V. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Anita C. Willis*
ANITA C. WILLIS

DATE
12-1-10
Departmental Concurrence

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: N/A

District: 2

Agenda Number: **4.11**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND:

On December 16, 2008, the Agency and school entered into a Shared Use Agreement to solidify the school's future use of the center. The Shared Use Agreement indicates an MOU is to be entered into annually to facilitate the specifics of the shared use of the center for the year and the proportionate share of maintenance and operations costs. Currently, the Shared Use Agreement provides that the annual Memorandum of Understanding (MOU) will be entered into between Agency and school with Agency billing School for the proportionate share of costs. It was contemplated and acknowledged in the Shared Use Agreement that Parks would manage and operate the center when the center was completed and opened. On July 13, 2010, the Board approved the Lease Agreement between the Agency and Parks authorizing Parks to maintain and operate the center while conducting programs to provide swimming and activities to the unincorporated community of Jurupa. Agency desires to assign the right to enter into the annual MOU, bill school and receive the funds for the proportionate share of costs owed by school to Parks. In addition, the Agency and Parks desire to amend the Lease Agreement to provide for Parks, as Agency's Assignee, to enter into the annual MOU and bill and receive funds from school pursuant to the Shared Use Agreement. Certain terms need to be amended to accommodate for this desire and an assignment and assumption between Agency and Parks is needed with written consent by school by way of an incorporation by reference of the Shared Use Agreement into the Lease Agreement for the specific purposes described above.

For California Environmental Quality Act (CEQA) purposes, no further action is required because the First Amendment to Lease is not an activity that can be defined as a "project". It is assigning certain rights that have already been established in previously approved actions by the parties. Even if the First Amendment could be determined as a project for CEQA purposes, it would be exempt under CEQA Guidelines Section 15061(b)(3) where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. As a result, no further environmental documentation is required for CEQA purposes.

Staff recommends approval of the attached first amendment to lease between the Agency and the District.

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**FIRST AMENDMENT TO LEASE
JURUPA VALLEY AQUATIC CENTER**

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This FIRST AMENDMENT TO LEASE ("FIRST AMENDMENT") is made as of _____, by and between the Riverside County Regional Park and Open-Space District, ("DISTRICT"), a special district, and the Redevelopment Agency for the County of Riverside, a redevelopment agency, ("AGENCY"), hereinafter sometimes collectively referred to as the "Parties".

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RECITALS

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A. AGENCY, as Lessor, and DISTRICT, as Lessee, entered into that certain Lease dated July 13, 2010, (the "ORIGINAL LEASE") whereby AGENCY leased to DISTRICT real property located at 4310 Camino Real, Rubidoux, California ("PROPERTY"), known as the Jurupa Valley Aquatic Center, as more particularly shown on Exhibit "A", attached hereto and made a part hereof.

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B. AGENCY and DISTRICT desire to amend the ORIGINAL LEASE to provide for an assignment of rights/obligations by AGENCY to DISTRICT contained within that certain Shared Use Agreement dated December 16, 2008, ("SHARED USE AGREEMENT") by and between AGENCY and the Jurupa Unified School District ("SCHOOL") whereby SCHOOL was granted joint use rights of the PROPERTY during specific times and requires SCHOOL to fund its proportionate share of maintenance costs for the joint use areas.

A. The Parties desire to incorporate by reference the SHARED USE AGREEMENT herein for the purposes of effecting an assignment from AGENCY to DISTRICT to allow DISTRICT to enter into a Memorandum of Understanding (MOU) annually with SCHOOL for SCHOOL to provide proportionate share funding of the maintenance and operations costs of the competition swimming pool and joint use areas defined in the SHARED USE AGREEMENT.

1 D. The ORIGINAL LEASE, together with this FIRST AMENDMENT, as heretofore,
2 currently, or hereafter amended, shall hereafter be referred to as the "LEASE".

3 **NOW THEREFORE**, for good and valuable consideration the receipt and adequacy of
4 which is hereby acknowledged, the parties agree as follows:

5 **1. CAPITALIZED TERMS.** FIRST AMENDMENT to prevail, unless defined herein
6 or the context requires otherwise, all capitalized terms herein shall have the meaning defined
7 in the LEASE, as heretofore amended. The provisions of this FIRST AMENDMENT shall
8 prevail over any inconsistency or conflicting provisions of the LEASE, as heretofore amended,
9 and shall supplement the remaining provisions thereof. The LEASE remains in full force and
10 effect except to the extent amended by this FIRST AMENDMENT.

11 **2. INCORPORATION BY REFERENCE.** The LEASE shall be amended by
12 adding a new Section 31. and subsections A. through C. as follows:

13 **31. INCORPORATION BY REFERENCE.** The terms and conditions of that
14 certain Shared Use Agreement dated December 16, 2008, ("SHARED USE AGREEMENT")
15 by and between AGENCY and SCHOOL whereby SCHOOL was granted joint use rights of the
16 PROPERTY during specific times and requires SCHOOL to fund its proportionate share of
17 maintenance and operation costs for the joint use areas, referred to in this LEASE are
18 incorporated in and made a part of this LEASE for the purpose of assigning to DISTRICT the
19 authority to enter into the annual MOU with SCHOOL and the right to receive funding from
20 SCHOOL for SCHOOL'S proportionate share of maintenance and operations costs of the joint
21 use areas.

22 **A.** AGENCY hereby transfers and assigns to DISTRICT, the rights
23 and obligations provided in Sections 2.; 3. A., B., C., H.; 5. and 6. of the SHARED USE
24 AGREEMENT for the purpose of granting DISTRICT the right to enter into the MOU annually
25 and to send invoices to SCHOOL and receive payment for the pro-rata share of maintenance

1 and operations costs of the joint use areas.

2 B. DISTRICT accepts said assignment and hereby agrees to keep,
3 perform and be bound by the terms and conditions specifically referenced in this Section 31.A.
4 on the part of the AGENCY therein to be kept, enjoyed and performed to the specific intent
5 and purpose provided herein as though the DISTRICT was the original party to the SHARED
6 USE AGREEMENT.

7 C. For purposes of the annual MOU, upon execution of the first
8 annual MOU or acceptance by DISTRICT of the PROPERTY for maintenance and operations
9 pursuant to this LEASE, the Insurance and Indemnification provisions contained within the
10 SHARED USE AGREEMENT shall apply to DISTRICT with like force and effect as if a
11 DISTRICT of the COUNTY.

12 3. **DISTRICT OBLIGATIONS.** Section 6 of the LEASE shall be amended by
13 adding subsection F. as follows:

14 F. **AGREEMENTS WITH JURUPA UNIFIED SCHOOL DISTRICT.**
15 DISTRICT shall be responsible for administering certain rights and obligations enjoyed by and
16 required of AGENCY in connection with the PROPERTY and contained within the SHARED
17 USE AGREEMENT as provided in Section 31. DISTRICT is authorized to: 1) Enter into a
18 Memorandum of Understanding with SCHOOL to annually define the shared use and costs of
19 the PROPERTY, and 2) Submit invoices to and receives funds from SCHOOL for the amounts
20 agreed upon in the SHARED USE AGREEMENT and the annual MOU.

21 4. **AGENCY OBLIGATIONS.** Section 7 of the LEASE shall be amended to add
22 Subsection D. as follows:

23 D. **ASSIGNMENT BY AGENCY.** AGENCY shall assign to
24 DISTRICT the right to enter into the annual MOU and receive funds from SCHOOL under the
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1 SHARED USE AGREEMENT. The assignment by DISTRICT shall not be terminated unless
2 DISTRICT agrees in writing to such termination.

3 **5. NOTICES.** Section 12. of the LEASE shall be amended as follows:

4 AGENCY:

DISTRICT:

5 Redevelopment Agency for the
6 County of Riverside
7 Deputy Executive Director
8 3403 Tenth Street, Suite 500
9 Riverside, California, 92501
10 (951) 955-8916
11 (951) 955-6685 Fax

Riverside County Regional Park & Open-Space
District
Attn: Scott Bangle, General Manager
4600 Crestmore Rd.
Riverside, CA 92509
(951) 955-4346
(951) 955-4305 Fax

12 **6. MISCELLANEOUS.** Time is of the essence in this FIRST AMENDMENT and
13 the LEASE and each and all of their respective provisions. Subject to the provisions of the
14 LEASE as to assignment, the agreements, conditions and provisions herein contained shall
15 apply to and bind the heirs, executors, administrators, successors and assigns of the parties
16 hereto. If any provisions of this FIRST AMENDMENT or the LEASE shall be determined to be
17 illegal or unenforceable, such determination shall not affect any other provision of the LEASE
18 and all such other provisions shall remain in full force and effect. The language in all parts of
19 the LEASE shall be construed according to its normal and usual meaning and not strictly for or
20 against either AGENCY or Tenant. This FIRST AMENDMENT may be signed by the parties
21 hereto in counterparts, each of which shall be an original but all of which together shall
22 constitute one and the same FIRST AMENDMENT.

23 **7.** This FIRST AMENDMENT to LEASE shall not be binding or consummated until
24 its approval by the respective governing bodies of the AGENCY and the DISTRICT.

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1 IN WITNESS WHEREOF, the AGENCY and DISTRICT have caused their duly authorized
2 representatives to execute this FIRST AMENDMENT.

3 Dated: _____

4 **AGENCY:**
5 REDEVELOPMENT AGENCY FOR
6 THE COUNTY OF RIVERSIDE


DISTRICT:
RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT

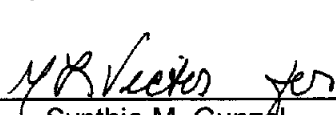
6 By: _____
7 Chairman
8 Board of Directors

By: _____
Chairman
Board of Directors

9 **APPROVED AS TO FORM:**
10 Pamela J. Walls
11 County Counsel

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

11 By: 
12 Anita Willis
13 Deputy County Counsel

By: 
Synthia M. Gunzel
Deputy County Counsel

14 **ATTEST:**
15 Kecia Harper-Ihem
16 Clerk of the Board

17 By: _____
18 Deputy