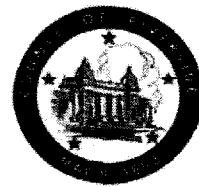




937C  
SUBMITTAL TO THE BOARD OF DIRECTORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:  
11/30/2010

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

RECOMMENDED MOTION: That the Board Approves and:

1. Authorizes the attached First Amendment to the Lease Agreement (First Amendment) between the Redevelopment Agency for the County of Riverside (Agency) and the Regional Park and Open-Space District (Parks) and authorize the Chairman of the Board to execute four (4) copies of the First Amendment to the Lease; and
2. Authorizes the General Manager to administer the Lease Agreement on behalf of the District; and
3. Authorizes the General Manager, or designee, to enter into the annual Memorandum of Understanding (MOU) between Parks and Jurupa Unified School District (School) for defining the shared use areas and proportionate share of costs regarding the Jurupa Valley Aquatic Center (Center), and administer the MOU on behalf of the District; and
4. Directs the Clerk of the Board to return three (3) copies of Lease amendment to Parks for distribution.

BACKGROUND:  
(Continued on page 2)

  
\_\_\_\_\_  
Scott Bangle, General Manager

2011-013D-JT

<b>FINANCIAL DATA</b> N/A	Current F.Y. Total Cost:	\$	In Current Year Budget:
	Current F.Y. Net County Cost:	\$	Budget Adjustment:
	Annual Net County Cost:	\$	For Fiscal Year:

SOURCE OF FUNDS:

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

C.E.O. RECOMMENDATION:

APPROVE

BY:   
Alex Gann

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

Dep't Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref 12/16/08 4.1; 07/13/10 4.4,  
9.10 & 13.1

District: II

Agenda Number:

13.3

FORM APPROVED COUNTY COUNSEL  
BY:  12-1-10  
DATE  
CYNTHIA M. GUNZEL

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

**BACKGROUND:** (Continued)

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 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.

County Counsel has approved as to form.