

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

501



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
February 3, 2011

**SUBJECT:** First Amendment to Lease – Riverside County and City of Perris, California

**RECOMMENDED MOTION:** That the Board of Supervisors ratify the attached First Amendment to Lease and authorize the Chairman of the Board to execute same on behalf of the county.

**BACKGROUND:** On November 15, 2007, the County of Riverside entered into a Lease with the City of Perris. The county operates a full service library to serve the residents of the County of Riverside. The leased facility located at 163 East San Jacinto Avenue, Perris, California, continues to meet the needs and requirements of the library and the county wishes to extend the term an additional three years commencing November 15, 2010, and terminating on November 14, 2013.

(Continued)

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

**FINANCIAL DATA**

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

**COMPANION ITEM ON BOARD OF DIRECTORS AGENDA:** No

**SOURCE OF FUNDS:** County Library Fund 21200

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

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

**County Executive Office Signature**

- Dept't Recomm.:  Consent
- Per Exec. Ofc.:  Consent
- Policy
- Policy

FORM APPROVED COUNTY COUNSEL  
BY: *Synthia M. Gunzel*  
SYNTHIA M. GUNZEL  
Departmental Concurrence

Prev. Agn. Ref.: N/A

District: 5

Agenda Number:

**3.14**

ATTACHMENTS FILED WITH  
THE CLERK OF THE BOARD

**BACKGROUND:** (Continued)

The attached First Amendment to Lease is summarized below:

Lessee's Address:	City of Perris 101 North D. Street Perris, California 92570
Location:	163 East San Jacinto Avenue Perris, California
Term:	Effective as of November 15, 2010, through November 14, 2013
Size:	2,000
Rent:	None
Custodial Services:	Provided by County
Maintenance:	Provided by Lessor
Utilities:	Provided by County
Option to Terminate:	None
Tenant Improvements:	None
RCIT Cost:	None

The attached First Amendment to Lease has been approved as to form by County Counsel.

1 **FIRST AMENDMENT TO LEASE**

2 **163 East San Jacinto Avenue, Perris, California**

3  
4 This **FIRST AMENDMENT TO LEASE** ("First Amendment") is made as of  
5 \_\_\_\_\_, 2010 by and between the **COUNTY OF RIVERSIDE**, a political subdivision of  
6 the State of California ("County"), and **CITY OF PERRIS, a municipal corporation**, ("Lessor").

7 **1. Recitals.**

8 a. Lessor and County entered into that certain lease dated November 15,  
9 2007, (the "Original Lease") pursuant to which County leased a portion of that certain building  
10 located at 163 East San Jacinto Avenue, Perris, California (the "Building"), as more particularly  
11 shown on Exhibit "A", attached hereto and made a part hereof.

12 b. The Original Lease, as heretofore, currently, or hereafter amended, shall  
13 hereafter be referred to as the "Lease".

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

16 **2. Capitalized Terms:** First Amendment to Prevail. Unless defined herein or the  
17 context requires otherwise, all capitalized terms herein shall have the meaning defined in the  
18 Lease, as heretofore amended. The provisions of this First Amendment shall prevail over any  
19 inconsistency or conflicting provisions of the Lease, as heretofore amended, and shall  
20 supplement the remaining provisions thereof.

21 **3. Lease Term.** Section 4 subsection (a) of the Lease shall be amended as  
22 follows: The term of this Lease Agreement shall be extended three (3) years commencing on  
23 November 15, 2010 and terminating on November 14, 2013.

24 **4. Maintenance.** Section 9 subsection (f) of the Lease shall be amended as  
25 follows:

26 (f) Normal building operations services shall be called into the Economic  
27 Development Agency's Help Desk, 951-955-4850. For emergency services after regular  
28 business hours, on weekends and holidays, call 951-955-4850 and remain on line for a live

1 representative.

2           **5. Notices.** Section 18 of the Lease shall be amended as follows: Any notices  
3 required or desired to be served by either party upon the other shall be addressed to the  
4 respective parties as set forth below:

5

6	COUNTY:	LESSOR:
7	Economic Development Agency	City of Perris
8	County of Riverside	City Manager
9	3403 Tenth Street, Suite 500	101 North D Street
	Riverside, California 92501	Perris, California 92570

10

11           **6. Representatives.** Section 24 of the Lease shall be amended as follows.  
12 County hereby appoints the Assistant County Executive Officer/EDA as its authorized  
13 representative to administer this Lease Agreement. City hereby appoints the City Manager as  
14 its authorized representative to administer this Lease Agreement.

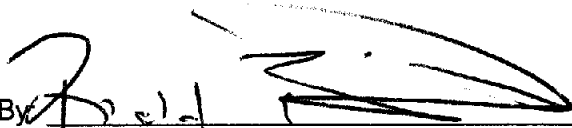
15           **7.** Except as modified or supplemented by this First Amendment to Lease, all  
16 provisions of the Lease shall remain in full force and effect.

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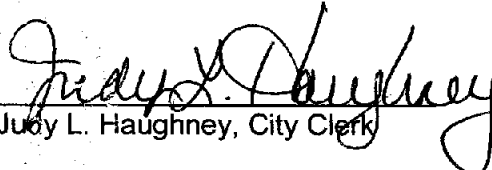
1           8.       This First Amendment to Lease shall not be binding or consummated until its  
2 approval by the Assistant County Executive Officer of the Economic Development Agency.

3 Dated: \_\_\_\_\_

4 **CITY OF PERRIS, a municipal corporation**

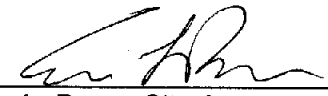
5  
6 By:   
Richard Belmudez, City Manager

7 **ATTEST:**

8  
9 By:   
Judy L. Haughney, City Clerk

10 **APPROVED AS TO FORM:**

11 Aieshire & Wynder, LLP

12  
13 By:   
Eric L. Dunn, City Attorney

14 **COUNTY OF RIVERSIDE**

15  
16  
17 By: \_\_\_\_\_  
Bob Buster, Chairman  
Board of Supervisors

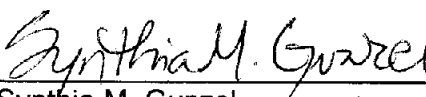
18 **ATTEST:**

19 Kecia Harper-Ihem  
20 Clerk of the Board

21  
22 By: \_\_\_\_\_  
Deputy

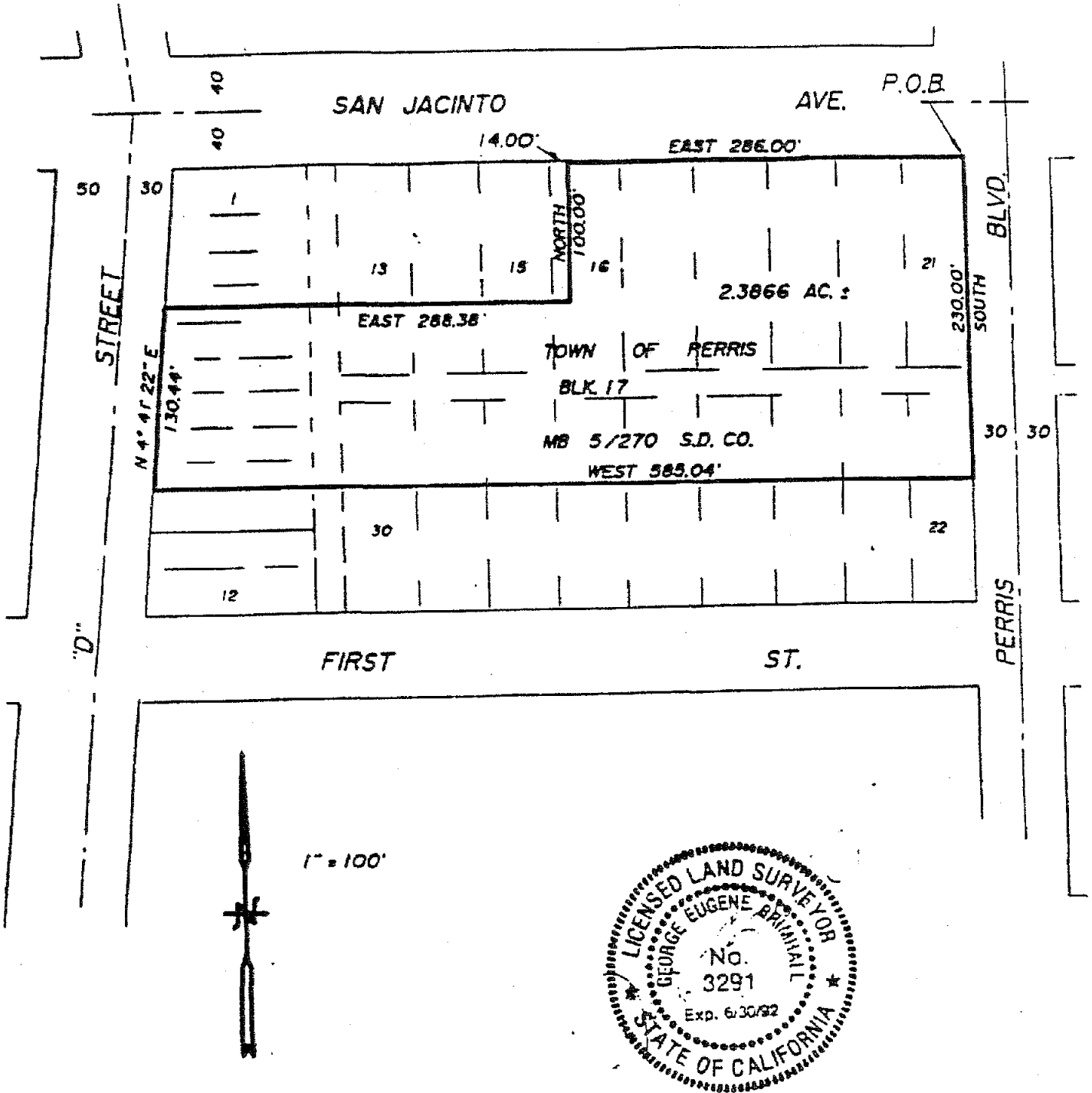
23 **APPROVED AS TO FORM:**

24 Pamela J. Walls  
25 County Counsel

26 By:   
27 Synthia M. Gunzel  
Deputy County Counsel

28 MH:ad 13.774 S:\Real Property\TYPING\Docs-13.500 to 13.999\13.774.doc

# PERRIS BRANCH LIBRARY



A-2

## EXHIBIT "A"