

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

125



FROM: Economic Development Agency /Facilities Management

SUBMITTAL DATE:

June 16, 2011

SUBJECT: Third Amendment to the Joint Use Agreement between the County of Riverside and the Hemet Unified School District for Joint Use of Facilities Located at Hamilton School.

RECOMMENDED MOTION: That the Board of Supervisors approve the attached Third Amendment to Joint Use Agreement and authorize the Chairman of the Board to execute same on behalf of the County.

BACKGROUND: The County Library provides public library services to the community of Anza through a joint use library at Hamilton High School located at 57430 Mitchell Road, Anza, California. This facility is operated in conjunction with Hemet Unified School District. On-going library operations are arranged by the County Librarian and maintained with oversight by the County Librarian. This facility continues to meet the needs and requirements of the library.

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 27,425	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

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

C.E.O. RECOMMENDATION: APPROVE

BY:

County Executive Office Signature Jennifer L. Sargent

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: SAMUEL WONG
 DePaul
 FORM APPROVED COUNTY COUNSEL
 BY: CYNTHIA M. GUNZEL
 DePaul

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

Prev. Agn. Ref.: 3.7 of 6/17/03, 3.19 of 6/30/09, 3.39 of 7/13/10 | District: 3 | Agenda Number: **3.53**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

BACKGROUND: (Continued)

This Agreement keeps the same terms and extends the Agreement for an additional twelve months commencing July 1, 2011, and terminating on June 30, 2012, at the same cost of \$20.80 per hour, for a total of \$27,424.90 a year.

The attached Third Amendment to Lease is summarized below:

Lessee's Address: Hemet Unified School District
1791 W. Acacia Avenue
Hemet, California 92545

Location: 57430 Mitchell Road
Anza, California 92539

Term: Effective as of July 1, 2011, through June 30, 2012

Rent: \$27,424.90 annually

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

1 **THIRD AMENDMENT TO THE JOINT USE AGREEMENT BETWEEN THE COUNTY**
2 **OF RIVERSIDE AND THE HEMET UNIFIED SCHOOL DISTRICT FOR JOINT USE**
3 **OF FACILITIES LOCATED AT HAMILTON HIGH SCHOOL**
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5 **THIS THIRD AMENDMENT TO JOINT USE AGREEMENT** is made and
6 entered into on this _____ day of _____, 2011, by and between the
7 County of Riverside, a political subdivision of the State of California, ("COUNTY"), and
8 the **HEMET UNIFIED SCHOOL DISTRICT OF CALIFORNIA**, a California public
9 **school district**, ("DISTRICT"), for the property described below upon the following
10 terms and conditions:

11 **1. Recitals.**

12 a. County and District entered into that certain Agreement dated
13 June 17, 2003, (the "Original Agreement") pursuant to which County leased a portion of
14 that certain building located at 57430 Mitchell Road, Anza, California (the "Building"),
15 as more particularly shown on Exhibit "A", attached hereto and made a part hereof.

16 b. The Original Agreement has been amended by:

17 i. That certain First Amendment dated June 30, 2009, (the
18 "First Amendment").

19 ii. That certain Second Amendment dated July 13, 2010, (the
20 "Second Amendment").

21 c. The Original Joint Use Agreement, as heretofore, currently, or
22 hereafter amended, shall hereafter be referred to as the "Agreement".

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

25 **2. Capitalized Terms:** Third Amendment to Prevail. Unless defined herein
26 or the context requires otherwise, all capitalized terms herein shall have the meaning
27 defined in the Agreement, as heretofore amended. The provisions of this Third
28 Amendment shall prevail over any inconsistency or conflicting provisions of the

1 Agreement, as heretofore amended, and shall supplement the remaining provisions
2 thereof. The Agreement remains in full force and effect except to the extent amended
3 by this Third Amendment.

4 **3. Term of the Agreement.** Section A. 4.2 of the Second Amendment shall
5 be amended as follows: The term of this Agreement shall be extended twelve (12)
6 months commencing on July 1, 2011 and terminating on June 30, 2012.

7 **4. Rent.** County shall pay to District the yearly sum as rent for the leased
8 premises during the term of this Lease as indicated below:

<u>Yearly Amount</u>	<u>Year</u>
\$27,424.90	July 1, 2011 to June 30, 2012

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13 **5. Notices.** Section 5.3 Miscellaneous, 5.3.1 of the Agreement shall be
14 amended as follows. Any notices required or desired to be served by either party upon
15 the other shall be addressed to the respective parties as set forth below:

County:	District:
County of Riverside	Hemet Unified School District
Economic Development Agency	Assistant Superintendent, Business Services
Real Estate Division	1791 West Acacia Avenue
3403 Tenth Street, Suite 500	Hemet, California 92545
Riverside, California 92501	Attn: Business Services

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24 or to such other addresses as from time to time shall be designated by the respective
25 parties.

26 **6.** Except as modified or supplemented by this Third Amendment, all
27 provisions of this Agreement shall remain in full force and effect.

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EXHIBIT A
JOINT LIBRARY HAMILTON SCHOOL
DISTRICT FACILITIES

