

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

134



**FROM:** Economic Development Agency /Facilities Management


**SUBMITTAL DATE:**  
June 16, 2011

**SUBJECT:** Revenue Sublease Agreement –County of Riverside and Library Systems & Services, LLC (LSSI)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the Lease Agreement between the Redevelopment Agency for the County of Riverside and the County of Riverside and authorize the Chairman of the Board to execute same on behalf of the county;
2. Ratify the attached Sublease Agreement between County of Riverside and Library Systems & Services, (LSSI) and authorize the Chairman of the Board to execute same on behalf of the county;

FORM APPROVED COUNTY COUNSEL  
BY: Synthia M. Gunzel DATE: 6-16-11  
SYNTHIA M. GUNZEL, DATE: 6-16-11  
Concurrence

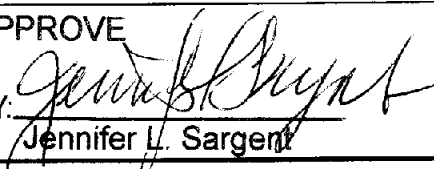
  
\_\_\_\_\_  
Robert Field  
Assistant County Executive Officer/EDA

<b>FINANCIAL DATA</b>	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

<b>SOURCE OF FUNDS:</b> County Library Fund 21200	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

BY:   
\_\_\_\_\_  
**County Executive Office Signature** Jennifer L. Sargent

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

Prev. Agn. Ref.: N/A      District: 2      Agenda Number: **3.56**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 Existing Facilities; and,
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk.

**BACKGROUND:**

The Redevelopment Agency for the County of Riverside (RDA) leased to the County of Riverside certain real property with improvements located at 5840 Mission Boulevard, Riverside, California, otherwise known as the Louis Robidoux Library, which consists of 39,133 square feet. The County of Riverside desires to sublease a portion of the Property to Library Systems & Services, LLC (LSSI), for their administrative operations, which consists of 8,158 square feet. The term of the Sublease shall commence on April 19, 2010 and continue in effect for a period of five years.

Pursuant the California Environmental Quality Act (CEQA), the Lease and Sublease were reviewed and determined to be categorically exempt from CEQA under CEQA Guideline 15301, Class 1 – Existing Facilities. The proposed project, the Lease and Sublease, is the letting of property involving existing facilities and no expansion of an existing use will occur.

The attached Sublease Agreement is summarized below:

Lessor: County of Riverside  
3133 Mission Inn Avenue  
Riverside, California 92507

Location: 5840 Mission Boulevard  
Riverside, California

Term: Effective as of April 19, 2010, through April 18, 2015

Size: 8,158

Rent: \$ 1.25 per square feet  
\$ 10,197.50 per month  
\$122,370.00 per year

Custodial Services: Provided by County

Maintenance: Provided by County

Utilities: Provided by County

The attached Sublease Agreement has been approved as to form by County Counsel.

Attachments:

Revenue Sublease Agreement



1           1.     Description. The area subleased leased ("Premises") consists of 8,158  
2 square feet of the Louis Robidoux Library. It is understood that the Property include all  
3 appurtenances and easements thereto and the non-exclusive right of ingress and  
4 egress at all times to and from the public streets and highways for Sublessee, its  
5 employees and invitees.

6           2.     Use.

7           (a)    The Property is subleased to Sublessee to operate and conduct  
8 library administrative operations.

9           (b)    Sublessee shall have the use of the subleased Property and  
10 common usage of the walkways, restrooms, driveways, vehicular parking spaces, and  
11 other similar facilities maintained by County for Sublessee and the public.

12          (c)    The subleased Property shall not be used for any other purpose  
13 without first obtaining the written consent of County, which consent shall be at the  
14 absolute discretion of County.

15          3.     Term.

16          (a)    The Term of this Sublease shall be for a period of Five (5) Years,  
17 commencing April 19, 2010, and expiring April 18, 2015

18          (b)    Any holding over by Sublessee after the expiration of said term  
19 shall be deemed a month-to-month tenancy upon the same terms and conditions of  
20 this Sublease.

21          4.     Monthly Rent.

22          (a)    Sublessee shall pay the sum of Ten Thousand One Hundred  
23 Ninety Seven Dollars and Fifty Cents (\$10,197.50) per month (\$1.25 per square foot)  
24 to County as rent for the subleased Property, payable, in advance, on the first day of  
25 the month. In the event Sublessee cannot take useful occupancy of the subleased  
26 Property until after the first day of the month, the rentals for the first and last month  
27 shall be pro-rated on a thirty (30) day calendar basis, payable on the date of  
28 occupancy for the first month and on the first day of the last month.

1           5.     Custodial Services. County under the terms of the Master Lease is  
2 providing custodial services in connection with the subleased Property and such costs  
3 are included in the monthly rent.

4           6.     Utilities. County under the terms of the Master Lease is providing, at  
5 County's expense, electricity, gas, trash and water as may be required in the use and  
6 maintenance of the subleased Property. Sublessee shall provide or cause to be  
7 provided at Sublessee's expense any other utility services required, including but not  
8 limited to telephone, internet connections, and other computer/data requirements, if  
9 any.

10          7.     Maintenance. During the term of this Sublease and any extensions  
11 thereof, COUNTY shall keep the Premises, and mechanical systems contained therein  
12 or otherwise exclusively serving the Premises, including but not limited to, plumbing,  
13 electrical, heating, air conditioning systems, building structures and landscaping in first  
14 class commercial repair at COUNTY'S own expense, and shall not permit the Property  
15 or such systems to deteriorate or depreciate in value by any act or omission of  
16 SUBLESSEE or its employees or agents, normal wear and tear excepted. All repairs  
17 and maintenance required of SUBLESSEE shall be done in a good workmanlike  
18 manner. COUNTY shall be responsible for all exterior or structural repairs and/or  
19 maintenance of the Premises. County under the Master Lease is maintaining the  
20 interior and exterior of the subleased Property including landscaping in good working  
21 order and repair.

22          8.     Signs. Sublessee shall not erect, maintain or display any signs or other  
23 forms of advertising upon the subleased Property without first obtaining the written  
24 approval of County, which approval shall not be unreasonably withheld.

25          9.     Improvements by Sublessee. Any alterations, improvements or  
26 installation of fixtures to be undertaken by Sublessee shall have the prior written  
27 consent of County. Such consent shall not be unreasonably withheld by County.

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1           10.   Rights of County. County, through its authorized representatives, shall  
2 have the right to enter the subleased Property for the purpose of inspecting, monitoring  
3 and evaluating the obligations of Sublessee hereunder and for the purpose of doing  
4 any and all things which it is obligated and has a right to under this Sublease.

5           11.   Compliance with Government Regulations. Sublessee shall, at its  
6 expense, comply with the requirements of all local, state and federal statutes,  
7 regulations, rules, ordinances and orders now in force or which may be hereafter in  
8 force, pertaining to the subleased premises. The final judgment, decree or order of any  
9 court of competent jurisdiction, or the admission of Sublessee in any action or  
10 proceedings against Sublessee, whether Sublessee is a party thereto or not, that  
11 Sublessee has violated any such statutes, regulations, rules, ordinances or orders, in  
12 the use of the subleased premises, shall be conclusive of that fact as between County  
13 and Sublessee.

14           12.   Termination by County. County shall have the right to terminate this  
15 Sublease forthwith:

16                   (a) In the event a petition is filed for voluntary or involuntary  
17 bankruptcy for the adjudication of Sublessee as debtors.

18                   (b) In the event that Sublessee makes a general assignment, or  
19 Sublessee's interest hereunder is assigned involuntarily or by operation of law, for the  
20 benefit of creditors.

21                   (c) In the event of abandonment of the subleased Property by  
22 Sublessee.

23                   (d) In the event Sublessee fails or refuses to perform, keep or observe  
24 any of Sublessee's duties or obligations hereunder; provided, however, that Sublessee  
25 shall have thirty (30) days in which to correct Sublessee's breach or default after  
26 written notice thereof has been served on Sublessee by County.

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1 (e) County shall have the right to terminate this Sublease with ninety  
2 (90) days' advance written notice to Sublessee in the event that funding from county,  
3 state, or federal sources is reduced or eliminated.

4 (f) County shall have the right to terminate this Sublease by giving  
5 Sublessee ninety (90) days' written notice.

6 13. Termination by Sublessee. Sublessee shall have the right to terminate  
7 this Sublease subject to ninety days (90) written notice thereof to County.

8 14. Insurance. Sublessee shall during the term of this Sublease:

9 (a) Procure and maintain Workers' Compensation Insurance as  
10 prescribed by the laws of the State of California.

11 (b) Procure and maintain comprehensive general liability, and that  
12 shall protect Sublessee from claims for damages for personal injury, including, but not  
13 limited to, accidental and wrongful death, as well as from claims for property damage,  
14 which may arise from Sublessee's use of the subleased Property or the performance of  
15 its obligations hereunder, whether such use or performance be by Sublessee, by any  
16 subcontractor, or by anyone employed directly or indirectly by either of them. Such  
17 insurance shall name County as an Additional Insured with respect to this Sublease  
18 and the obligations of Sublessee hereunder. Such insurance shall provide for limits of  
19 not less than One Million Dollars (\$1,000,000.00) per occurrence.

20 (c) Cause its insurance carriers to furnish County by direct mail with  
21 certificate(s) of Insurance showing that such insurance is in full force and effect, and  
22 that County is named as an Additional Insured with respect to this Sublease and the  
23 obligations of Sublessee hereunder. Further, said Certificate(s) shall contain the  
24 covenant of the insurance carrier(s) that written notice shall be given to County prior to  
25 modification, cancellation or reduction in coverage of such insurance. In the event of  
26 any such modifications, cancellation or reduction in coverage and on the effective date  
27 thereof, County shall have the right to cancel this Sublease with sixty (60) days'  
28 advanced notice in writing to Sublessee, unless County receives prior to such effective

1 date another certificate from an insurance carrier of Sublessee's choice that the  
2 insurance required herein is in full force and effect.

3 15. Hold Harmless.

4 (a) Sublessee represents that it has inspected the subleased  
5 Property, accepts the condition thereof, and fully assumes any and all risks incidental  
6 to the use thereof. County shall not be liable to Sublessee, its officers, agents,  
7 employees, subcontractors or independent contractors for any personal injury or  
8 property damage suffered by them which may result from hidden, latent or other  
9 dangerous conditions in, on, upon or within the subleased premises; provided however,  
10 that such dangerous conditions are not caused by the sole negligence of County, its  
11 officers, agents or employees.

12 (b) Sublessee shall indemnify and hold County, its officers, agents,  
13 employees and independent contractors free and harmless from any liability  
14 whatsoever, based or asserted upon any act or omission of Sublessee, its officers,  
15 agents, employees, subcontractors, and independent contractors, for property damage,  
16 bodily injury or death (Sublessee's employees included) or any other element of  
17 damage of any kind or nature, relating to or in any way connected with or arising from  
18 its use and responsibilities in connection therewith of the subleased Property or the  
19 condition thereof, and Sublessee shall defend, at its expense, including without  
20 limitation attorney fees, expert fees, and investigation expenses, County, its officers,  
21 agents, employees and independent contractors in any legal action based upon such  
22 alleged acts or omissions. The obligations to indemnify and hold County free and  
23 harmless herein shall survive until any and all claims, actions or omissions are fully and  
24 finally barred by the applicable statute of limitations.

25 (c) The specified insurance limits required in Paragraph 14 above  
26 shall in no way limit or circumscribe Sublessee's obligations to indemnify and hold  
27 County free and harmless herein.

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1           16. Assignment. Sublessee cannot assign, sublet, mortgage, hypothecate or  
2 otherwise transfer in any manner any of its rights, duties or obligations hereunder to  
3 any person or entity without the written consent of County being first obtained, which  
4 consent shall be in the absolute discretion of County. In the event of any such transfer,  
5 as provided in this Paragraph 16, Sublessee expressly understands and agrees that it  
6 shall remain liable with respect to any and all of the obligations and duties contained in  
7 this Sublease.

8           17. Hazardous Materials. During the term of this Sublease and any  
9 extensions thereof, Sublessee shall not violate any federal, state or local law,  
10 ordinance or regulation, relating to industrial hygiene or to the environmental condition  
11 on, under or about the subleased premises, including, but not limited to, soil and  
12 groundwater conditions. Further, Sublessee, its successors, assigns and Sublessees,  
13 shall not use, generate, manufacture, produce, store or dispose of on, under or about  
14 the subleased Property or transport to or from the subleased Property any petroleum  
15 products, flammable explosives, asbestos, radioactive materials, hazardous wastes,  
16 toxic substances or related injurious materials, whether injurious by themselves or in  
17 combination with other materials, (collectively, "hazardous materials"). For the purpose  
18 of this Sublease, hazardous materials shall include, but not be limited to, substances  
19 defined as "hazardous substances", hazardous materials", or "toxic substances" in the  
20 comprehensive Environmental Response, Compensation and Liability Act of 1980, as  
21 amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation  
22 Act, 49 U.S.C. Section 1801, et seq.; The Resource Conservation and Recovery Act,  
23 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes"  
24 in Sections 25115 and 25117 of the California Health and Safety Code or as  
25 "hazardous substances" in Sections 25316 and 25501 of the California Health and  
26 Safety Code; and in the regulations adopted in publications promulgated pursuant to  
27 said laws.

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1           18.    Free from Liens. Sublessee shall pay, when due, all sums of money that  
2 may become due for any labor, services, material, supplies, or equipment, furnished to  
3 Sublessee, in, upon, or about the subleased premises, and which may be secured by a  
4 mechanics', materialman's or other lien against the subleased Property or County's  
5 interest therein, and will cause each such lien to be fully discharged and released at  
6 the time the performance of any obligation secured by such lien matures or becomes  
7 due; provided, however, that if Sublessee desires to contest any such lien, it may do  
8 so, but notwithstanding any such contest, if such lien shall be reduced to final  
9 judgment, and such judgment or such process as may be issued for the enforcement  
10 thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then  
11 and in such event, Sublessee shall forthwith pay and discharge said judgment.

12           19.    Employees and Agents of Sublessee. It is understood and agreed that all  
13 persons hired or engaged by Sublessee shall be considered to be employees or  
14 agents of Sublessee and not of County.

15           20.    Binding on Successors. Sublessee, its assigns and successors in  
16 interest, shall be bound by all the terms and conditions contained in this Sublease, and  
17 all of the parties thereto shall be jointly and severally liable hereunder.

18           21.    Waiver of Performance. No waiver by County at any time of any of the  
19 terms and conditions of this Sublease shall be deemed or construed as a waiver at any  
20 time thereafter of the same or of any other terms and conditions contained herein or of  
21 the strict and timely performance of such terms and conditions.

22           22.    Severability. The invalidity of any provision in this Sublease as  
23 determined by a court of competent jurisdiction shall in no way affect the validity of any  
24 other provision hereof.

25           23.    Venue. Any action at law or in equity brought by either of the parties  
26 hereto for the purpose of enforcing a right or rights provided for by this Sublease shall  
27 be tried in a court of competent jurisdiction in the County of Riverside, State of  
28

1 California, and the parties hereby waive all provisions of law providing for a change of  
2 venue in such proceedings to any other county.

3 24. Notices. Any notices required or desired to be served by either party  
4 upon the other shall be addressed to the respective parties as set forth below:

5		
6	County:	Sublessee:
7	County of Riverside	Library Systems and Services, (LSSI)
8	3403 Tenth Street, Suite 500	12850 Middlebrook Road, Suite 400
9	Riverside, CA 9250	Germantown, MD 20874-5244
10	Attn: Real Estate Division	Attn: Brad King, CEO
11		

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

14 25. Permits, Licenses and Taxes. Sublessee shall secure at its expense, all  
15 necessary permits and licenses as it may be required to obtain, and Sublessee shall  
16 pay for all fees and taxes levied or required by any authorized public entity. Sublessee  
17 recognizes and understands that this Sublease may create a possessory interest  
18 subject to property taxation and that Sublessee may be subject to the payment of  
19 property taxes levied on such interest.

20 26. Paragraph Headings. The paragraph headings herein are for the  
21 convenience of the parties only, and shall not be deemed to govern, limit, modify, or in  
22 any manner affect the scope, meaning or intent of the provisions or language of this  
23 Sublease.

24 27. County's Representative. County hereby appoints the Assistant County  
25 Executive Officer/EDA as its authorized representative to administer this Sublease.

26 28. Agent for Service of Process. It is expressly understood and agreed that  
27 in the event Sublessee is not a resident of the State of California or it is an association  
28 or partnership without a member or partner resident of the State of California or it is a

1 foreign corporation, then in any such event, Sublessee shall file with the Assistant  
2 County Executive Officer/EDA, upon its execution hereof, a designation of a natural  
3 person residing in the State of California, giving his or her name, residence and  
4 business addresses, as its agent for the purpose of service of process in any court  
5 action arising out of or based upon this Sublease, and the delivery to such agent of a  
6 copy of any process in any such action shall constitute valid service upon Sublessee.  
7 It is further expressly understood and agreed that Sublessee is amenable to the  
8 process so served, submits to the jurisdiction of the court so obtained and waives any  
9 and all objections and protests thereto.

10 29. Entire Sublease. This Sublease is intended by the parties hereto as a  
11 final expression of their understanding with respect to the subject matter hereof and as  
12 a complete and exclusive statement of the terms and conditions thereof and  
13 supersedes any and all prior and contemporaneous leases, agreements, and  
14 understandings, oral or written, in connection therewith. This Sublease may be  
15 changed or modified only upon the written consent of the parties hereto.

16 30. Subject to Master Lease. Sublessee expressly understands and agrees  
17 that this Sublease is subject to, and bound by, the terms and conditions set forth in the  
18 Master Lease as herein defined, and Sublessee agrees to abide by said Master Lease.

19 31. Interpretation. The parties hereto have negotiated this Sublease at arms  
20 length and with advice of their respective attorneys, and no provision contained herein  
21 shall be construed against County solely because it prepared this Sublease in its  
22 executed form.

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1           32. Approval of County Supervisors.           Anything to the contrary  
2 notwithstanding, this lease shall not be binding or effective until its approval and  
3 execution by the Chairman of the Riverside County Board of Supervisors.

4  
5 Dated: \_\_\_\_\_

**COUNTY OF RIVERSIDE**

6  
7  
8 By: \_\_\_\_\_  
9       Bob Buster, Chairman  
10       Board of Directors

**LIBRARY SYSTEMS & SERVICES, LLC  
(LSSI)**

11  
12 **ATTEST:**  
13 **KECIA HARPER-IHEM**  
14 Clerk of the Board

15 By: Annette Parra  
16 Title: CFO

17 By: \_\_\_\_\_  
18 Deputy

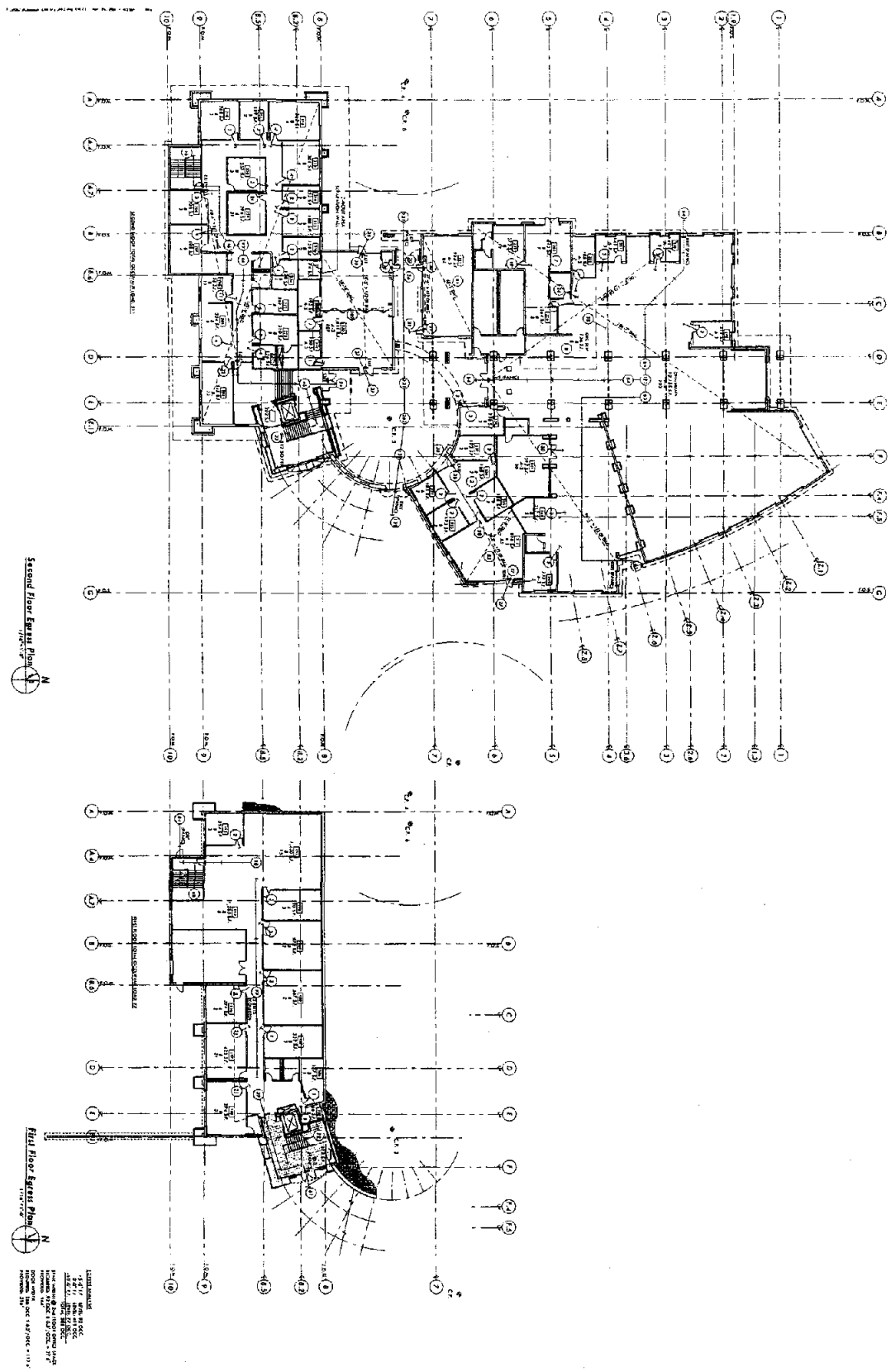
19 **APPROVED AS TO FORM:**  
20 **PAMELA J. WALLS,**  
21 County Counsel

22 By: Synthia M. Gunzel  
23 **Synthia M. Gunzel**  
24 **Deputy County Counsel**

25  
26  
27  
28 MH:ad/040611/RV476/13.969 S:\Real Property\TYPING\Docs-13.500 to 13.999\13.969.doc



# EXHIBIT "B"



Second Floor Egress Plan  
1/8" = 1'-0"

First Floor Egress Plan  
1/8" = 1'-0"

1. ALL ROOMS SHALL BE PROVIDED WITH EXITS TO THE OUTSIDE.  
 2. ALL EXITS SHALL BE UNLOCKED AND UNOBSTRUCTED AT ALL TIMES.  
 3. ALL EXITS SHALL BE MARKED WITH EXIT SIGNS.  
 4. ALL EXITS SHALL BE MARKED WITH EXIT LIGHTS.  
 5. ALL EXITS SHALL BE MARKED WITH EXIT DOORS.  
 6. ALL EXITS SHALL BE MARKED WITH EXIT STAIRS.  
 7. ALL EXITS SHALL BE MARKED WITH EXIT ESCALATORS.  
 8. ALL EXITS SHALL BE MARKED WITH EXIT ELEVATORS.  
 9. ALL EXITS SHALL BE MARKED WITH EXIT RAMPWAYS.  
 10. ALL EXITS SHALL BE MARKED WITH EXIT PLATFORMS.  
 11. ALL EXITS SHALL BE MARKED WITH EXIT WALKWAYS.  
 12. ALL EXITS SHALL BE MARKED WITH EXIT DRIVEWAYS.  
 13. ALL EXITS SHALL BE MARKED WITH EXIT TUNNELS.  
 14. ALL EXITS SHALL BE MARKED WITH EXIT UNDERPASSES.  
 15. ALL EXITS SHALL BE MARKED WITH EXIT OVERPASSES.  
 16. ALL EXITS SHALL BE MARKED WITH EXIT BRIDGES.  
 17. ALL EXITS SHALL BE MARKED WITH EXIT TUNNELS.  
 18. ALL EXITS SHALL BE MARKED WITH EXIT UNDERPASSES.  
 19. ALL EXITS SHALL BE MARKED WITH EXIT OVERPASSES.  
 20. ALL EXITS SHALL BE MARKED WITH EXIT BRIDGES.

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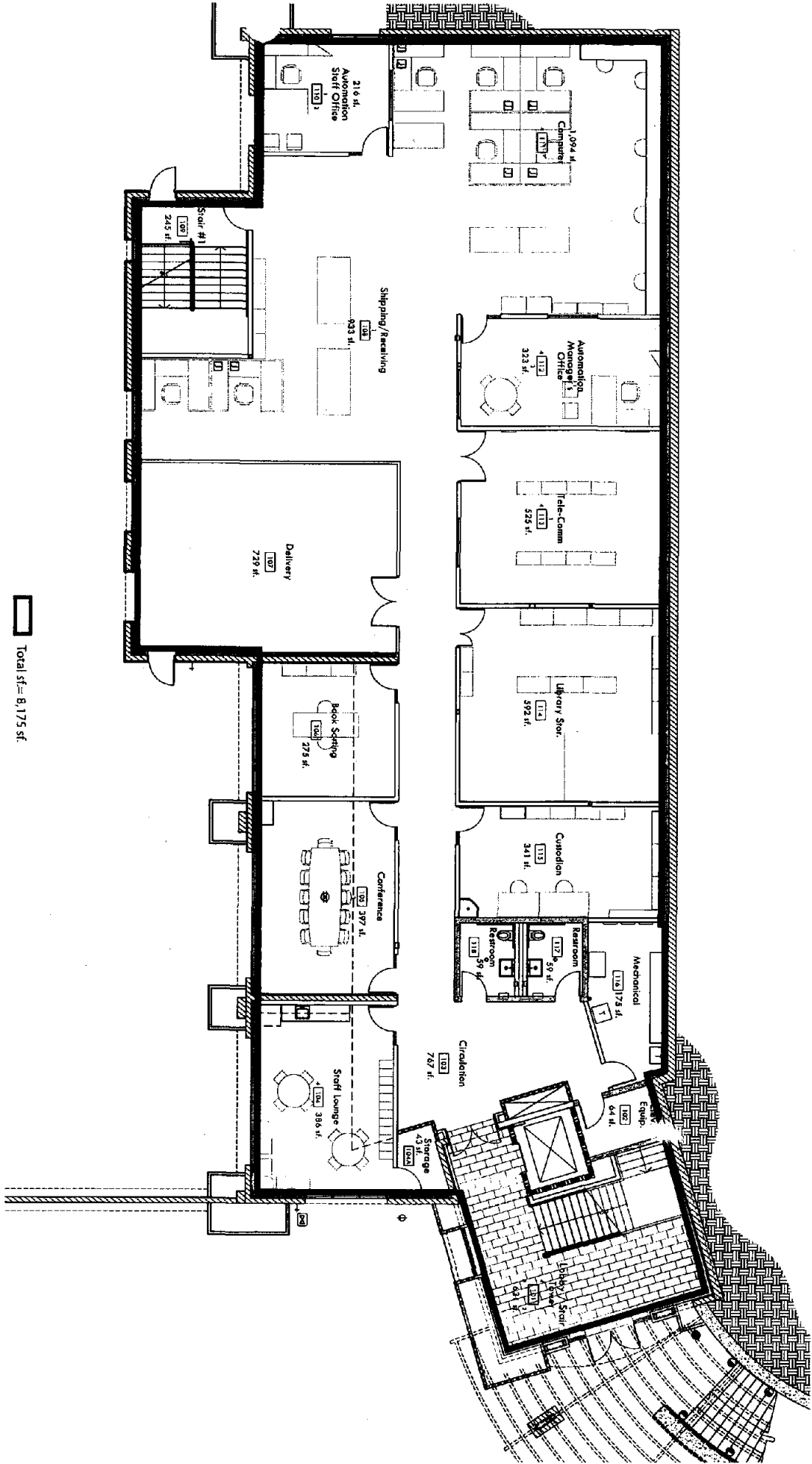


ARCHITECT  
 CONSULTANT  
 ENGINEER

PROJECT NO. 100-1000000000  
 SHEET NO. A0.2  
 DATE: 10/10/2000

HAZARD  
 COMMUNITY  
 ENGINEER

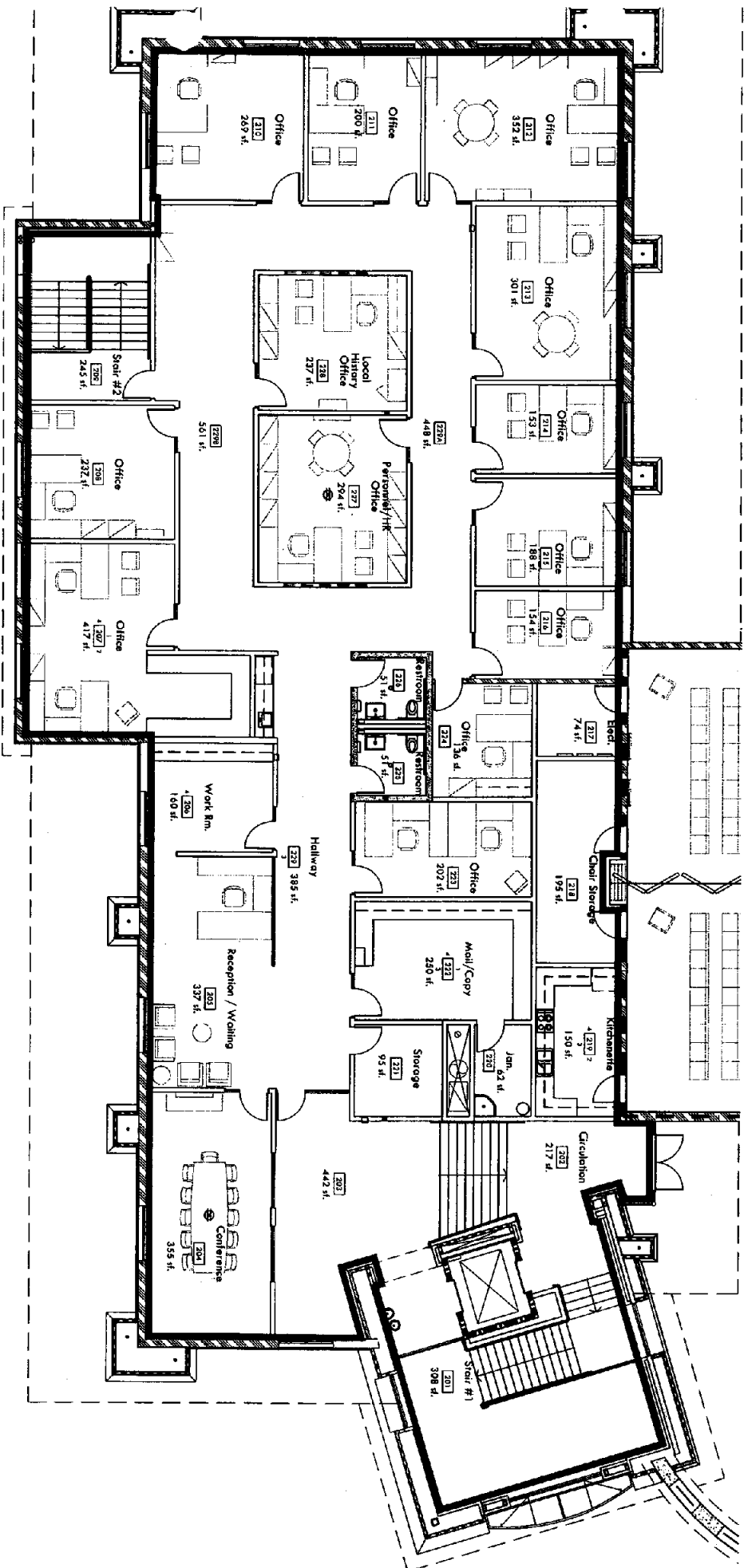
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**FIRST FLOOR PLAN**

N.T.S.





□ Total sf. = 8,337 sf.

**SECOND FLOOR PLAN**

N.T.S.

**EXHIBIT "C"**