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

FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
March 8, 2012

SUBJECT: Fourth 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:

1. Approve the attached Fourth Amendment to Joint Use Agreement and authorize the Chairman of the Board to execute same on behalf of the County; and
2. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 Existing Facilities.

BACKGROUND: (Commences on Page 2)

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Samuel Wong 3/8/12
 SAMUEL WONG

Robert Field
 Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 28,464	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

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: Jennifer L. Sargent
 Jennifer L. Sargent

County Executive Office Signature

Barbara Williams, County Librarian
Cultural Services

FORM APPROVED COUNTY COUNSEL
BY: Yvonne M. Gunzel 3-5-12
DATE: _____
Departmental Counsel YVONNE M. GUNZEL

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

Prev. Agn. Ref.: 3.7 of 6/17/03, 3.19 of 6/30/09, 3.39 of 7/13/10, 3.53 of 6/28/11

District: 3/3

Agenda Number: **3.5**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

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.

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines 15301, Class 1 – Existing Facilities. The proposed project, the Lease, is the letting of property involving existing facilities and not expansion of an existing use will occur.

This Agreement keeps the same terms and extends the Agreement for an additional three years commencing July 1, 2012, and terminating on June 30, 2015, at the same cost of \$20.80 per hour, for a total of \$27,424.90 a year.

The attached Fourth 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
Square Footage:	5,400
Term:	Effective as of July 1, 2012, through June 30, 2015
Rent:	\$27,424.90 annually

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

Attachments:
Fourth Amendment to Joint Use Agreement
Exhibit A

Exhibit A

Hemet Unified School District Hamilton High School Cost Analysis FY 2012/13 57430 Mitchell Road, Anza, California

Total Square Footage to be Leased:

BUDGETED AMOUNTS

Current office:	5,400 SQFT	
Cost Per Sq. Ft.	\$0.42	
Lease Cost per Month	<u>\$ 2,285.41</u>	
Total Lease cost included in Budget for FY 2012/13		\$ 27,424.90

ACTUAL AMOUNTS

Current office	5,400 SQ FT	
Approximate Cost per SQFT (July - June)	\$ 0.42	
Lease Cost per Month (July - June)	\$ 2,285.41	
Total Lease Cost (July - June)	<u>\$ 27,424.90</u>	
Total Lease Cost for FY 2012/13		<u>\$ 27,424.90</u>
EDA Lease Management Fee (Based @ 3.79%)	<u>\$ 1,039.40</u>	
Total Estimated Additional Costs for FY 2012/13		\$28,464.30

TOTAL ESTIMATED COST FOR FY 2012/13

\$ 28,464.30

1 **FOURTH AMENDMENT TO THE JOINT USE AGREEMENT BETWEEN THE**
2 **COUNTY OF RIVERSIDE AND THE HEMET UNIFIED SCHOOL DISTRICT FOR**
3 **JOINT USE OF FACILITIES LOCATED AT HAMILTON HIGH SCHOOL**
4

5 **THIS FOURTH AMENDMENT TO JOINT USE AGREEMENT** (Fourth
6 Amendment) dated as of _____, is entered by and between the
7 **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, (“Lessee”),
8 and the **HEMET UNIFIED SCHOOL DISTRICT OF CALIFORNIA**, a California public
9 school district, (“Lessor”), for the property described below upon the following terms
10 and conditions:

11 **1. Recitals.**

12 a. Lessee and Lessor have entered into that certain Agreement dated
13 June 17, 2003, (the “Original Agreement”) pursuant to which Lessor has agreed to
14 lease to Lessee and Lessee has agreed to lease from Lessor a portion of that certain
15 building located at 57430 Mitchell Road, Anza, California (the “Building”), as more
16 particularly shown on Exhibit “A”, attached hereto and made a part hereof.

17 b. The Original Lease has been amended by:

18 i. That certain First Amendment to Lease dated June 30,
19 2009, by and between the COUNTY OF RIVERSIDE, a political subdivision of the
20 State of California (“Lessee”), and HEMET UNIFIED SCHOOL DISTRICT OF
21 CALIFORNIA, a California public school district, (“Lessor”), (the 1st Amendment),
22 whereby the Parties amended the Lease to extend the term period, rental amounts,
23 and Library hours.

24 ii. That certain Second Amendment to Lease dated July 13,
25 2010, by and between the COUNTY OF RIVERSIDE, a political subdivision of the
26 State of California (“Lessee”), and HEMET UNIFIED SCHOOL DISTRICT OF
27 CALIFORNIA, a California public school district, (“Lessor”), (the 2nd Amendment),
28 whereby the Parties amended the Lease to extend the term period.

1 iii. That certain Third Amendment to Lease dated June 28,
2 2011, by and between the COUNTY OF RIVERSIDE, a political subdivision of the
3 State of California (Lessee), and HEMET UNIFIED SCHOOL DISTRICT OF
4 CALIFORNIA, a California public school district, ("Lessor"), (the 3rd Amendment), to
5 extend the term period, rental amounts, and the address for both parties under Notices.

6 c. The Parties now desire to amend the Agreement to extend the
7 term period and rental amounts.

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

10 **2. Term of the Agreement.** Section 3 of the Third Amendment shall be
11 amended as follows: The term of this Agreement shall be extended for three (3) years
12 commencing on July 1, 2012 and terminating on June 30, 2015.

13 **3. Rent.** Lessee shall pay to Lessor the yearly sum as rent for the leased
14 premises during the term of this Lease as indicated below:

<u>Yearly Amount</u>	<u>Year</u>
\$27,424.90	July 1, 2012 to June 30, 2015

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

22 **5. Miscellaneous.** Except as amended or modified herein, all the terms of
23 the Original Lease shall remain in full force and effect and shall apply with the same
24 force and effect. This is of the essence in this Amendment and the Lease and each
25 and all of their respective provisions. Subject to the provisions of the Lease as to
26 assignment, the agreements, conditions and provisions herein contained shall apply to
27 and bind the heirs, executors, administrators, successors and assigns of the parties
28 hereto. If any provision of this Amendment or the Lease shall be determined to be

1 illegal or unenforceable, such determination shall not affect any other provision of the
2 Lease and all such other provisions shall remain in full force and effect. The language
3 in all parts of the Lease shall be construed according to its normal and usual meaning
4 and not strictly for or against either Lessor or Lessee. Neither this Amendment, nor the
5 Original Lease, nor any notice nor memorandum regarding the terms hereof, shall be
6 recorded by County.

7 **6. Effective Date.** This Fourth Amendment to Lease shall not be binding or
8 consummated until its approval by the Riverside County Board of Supervisors and fully
9 executed by the Parties.

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1 7. IN WITNESS WHEREOF, the parties have executed this Amendment as
2 of the date first written above.

3 Dated: _____

HEMET UNIFIED SCHOOL DISTRICT

5
6 By: 

7 Its: Assistant Supt., Business Svcs.

COUNTY OF RIVERSIDE

12 By: _____
13 John Tavaglione, Chairman
14 Board of Supervisors

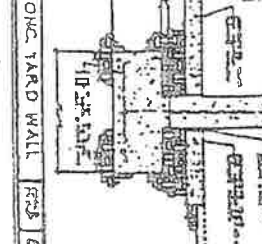
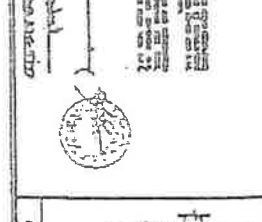
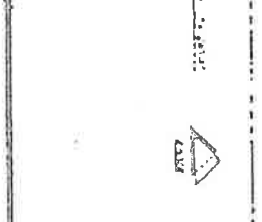
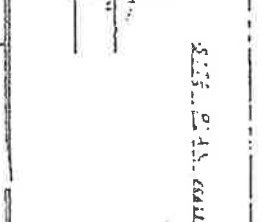
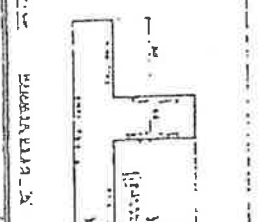
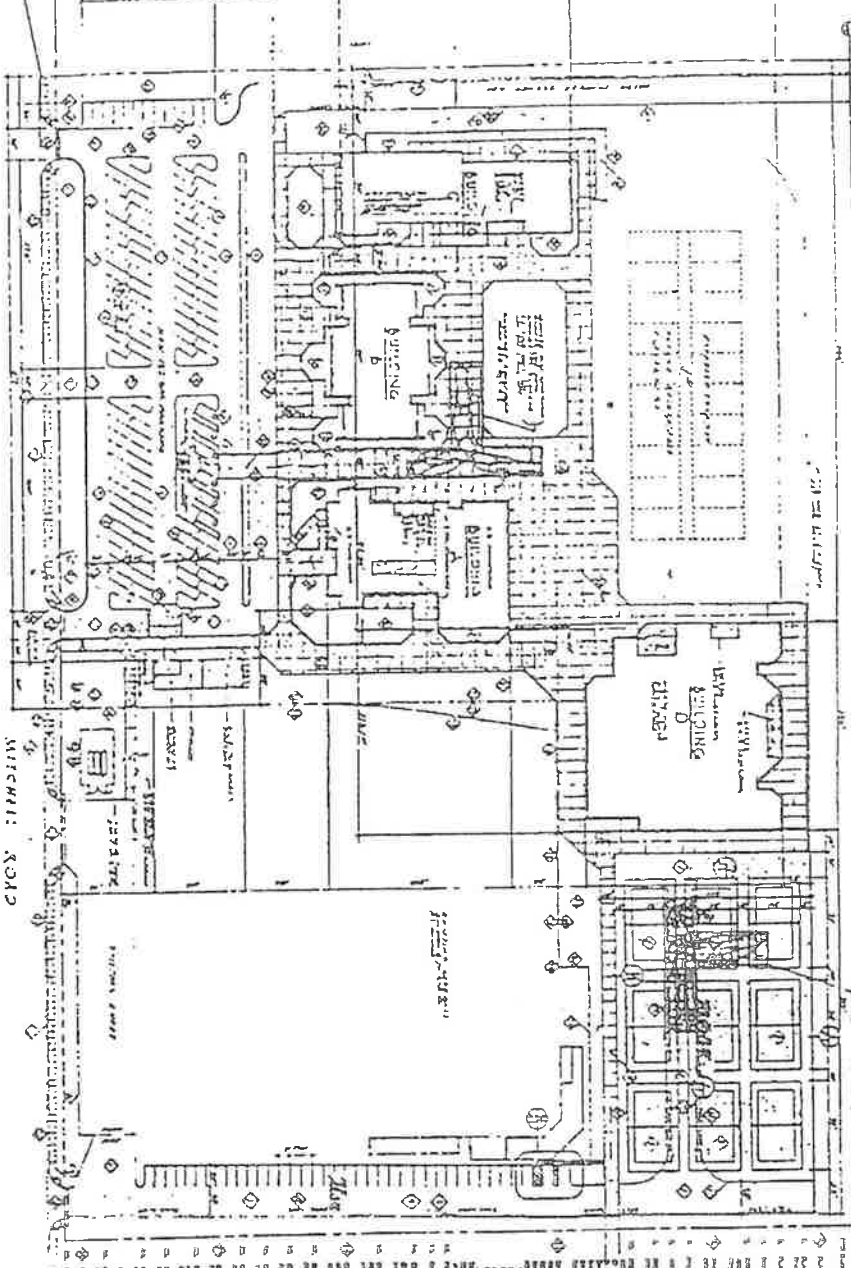
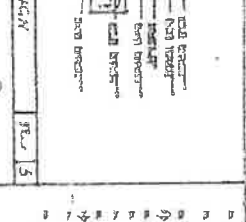
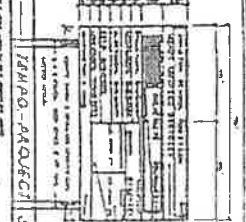
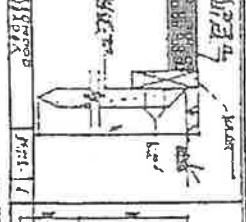
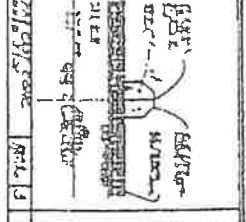
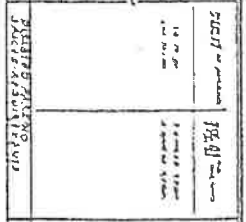
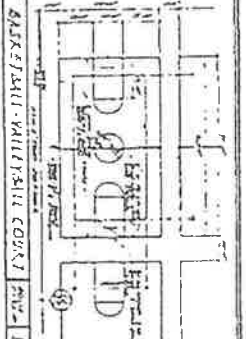
14 **ATTEST:**
15 Kecia Harper-Ihem
16 Clerk of the Board

17 By: _____
18 Deputy

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

21 By: 
22 Synthia M. Gunzel
23 Deputy County Counsel

EXHIBIT A
JOINT LIBRARY HAMILTON SCHOOL
DISTRICT FACILITIES



LEGAL AND ADJACENT
 PROPERTY
 The site is bounded on the north by the
 property of the City of Hamilton, on the
 south by the property of the City of
 Hamilton, on the east by the property
 of the City of Hamilton, and on the
 west by the property of the City of
 Hamilton.

LEGEND
 1. Proposed building footprint
 2. Existing building footprint
 3. Proposed parking spaces
 4. Existing parking spaces
 5. Proposed site access
 6. Existing site access
 7. Proposed site boundary
 8. Existing site boundary
 9. Proposed site easement
 10. Existing site easement
 11. Proposed site setback
 12. Existing site setback
 13. Proposed site utility lines
 14. Existing site utility lines
 15. Proposed site landscaping
 16. Existing site landscaping
 17. Proposed site lighting
 18. Existing site lighting
 19. Proposed site security
 20. Existing site security

NOTES
 1. All dimensions are in feet and inches.
 2. All elevations are in feet above sea level.
 3. All materials are to be of standard quality.
 4. All work is to be done in accordance with the
 Ontario Building Code and the City of
 Hamilton Building By-Laws.