



319

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

FORM APPROVED COUNTY COUNSEL  
BY: Patricia Munroe 9/19/12  
DATE

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

**SUBMITTAL DATE:**  
October 3, 2012

**SUBJECT:** First Amendment to the Joint Use Agreement with Lake Elsinore Unified School District for the Joint Use of Library Facilities located at Lakeside High School

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

1. Ratify the attached First Amendment to the 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 10/2/12  
SAMUEL WONG

*Robert Field*

Robert Field  
Assistant County Executive Officer/EDA

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

**COMPANION ITEM ON BOARD AGENDA:** No

**SOURCE OF FUNDS:** County Library Fund

<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: Jennifer L. Sargent  
Jennifer L. Sargent

**County Executive Office Signature**

By: Barbara Morrow Williams  
County Librarian

Dept't Recomm.:  Consent  Policy

Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.: 3.91; 8/10/2004

District: 1/1

Agenda Number:

3.21

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

Economic Development Agency /Facilities Management  
First Amendment to the Joint Use Agreement with Lake Elsinore Unified School District for the Joint Use of  
Library Facilities located at Lakeside High School  
October 3, 2012

**BACKGROUND:**

The Library provides public library services to the community of Lake Elsinore through a joint use library at Lakeside High School located at 32593 Riverside Drive, Lake Elsinore, California. This facility is operated in conjunction with Lake Elsinore 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 and the term of the agreement will be extended through December 31, 2012.

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

The attached First Amendment to the Joint Use Agreement is summarized below:

Lessor:	Lake Elsinore Unified School District Facilities and Operations Division/Superintendent 545 Chaney Street Lake Elsinore, California 92530
Location:	32593 Riverside Drive Lake Elsinore, California 92530
Term:	Six months through December 31, 2012
Rent:	\$2,734 per month
Rental Adjustments:	None
Utilities:	Lessor

The attached First Amendment to the Joint Use Agreement has been approved as to form by County Counsel.

Attachments:  
First Amendment to the Joint Use Agreement  
Exhibit A

# Exhibit A

## Lake Elsinore Unified School District Cost Analysis FY 2012/13 32593 Riverside Drive, Lake Elsinore, California

### Total Square Footage to be Leased:

#### **EXPECTED AMOUNTS**

Current office:	10,000 SQFT	
Cost Per Sq. Ft.	\$0.23	
Lease Cost per Month	<u>\$ 2,297.00</u>	
<b>Total Lease cost included in Budget for FY 2012/13</b>		<b>\$ 27,564.00</b>

#### **ACTUAL AMOUNTS**

Current office	10,000 SQ FT	
Approximate Cost per SQFT (July -Dec)	\$ 0.27	
Lease Cost per Month (July - Dec)	\$ 2,734.00	
Total Lease Cost (July - Dec)	<u>\$ 2,734.00</u>	
Total Lease Cost for FY 2012/13		<u>\$ 16,404.00</u>
<b>TOTAL ESTIMATED COST FOR FY 2012/13</b>		<b><u>\$ (11,160.00)</u></b>

1 **FIRST AMENDMENT TO THE JOINT USE AGREEMENT BETWEEN THE COUNTY**  
2 **OF RIVERSIDE AND THE LAKE ELSINORE UNIFIED SCHOOL DISTRICT FOR**  
3 **JOINT USE OF FACILITIES LOCATED AT LAKESIDE HIGH SCHOOL**  
4

5 This **FIRST AMENDMENT TO JOINT USE AGREEMENT** ("First Amendment"),  
6 dated as of \_\_\_\_\_, is entered by and between the **COUNTY OF**  
7 **RIVERSIDE**, a political subdivision of the State of California ("Lessee"), and **LAKE**  
8 **EL SINORE UNIFIED SCHOOL DISTRICT** ("Lessor").

9 **1. Recitals.**

10 a. Lessee and Lessor entered into a Joint Use Agreement dated  
11 August 10, 2004 ("Agreement"), pursuant to which Lessor has agreed to lease to  
12 Lessee and Lessee has agreed to lease from Lessor a portion of that certain building  
13 located at 32593 Riverside Drive, Lake Elsinore, California (the "Building"), as more  
14 particularly shown on Exhibit "A," attached hereto and made a part hereof.

15 b. The Parties now desire to amend the Agreement to extend the  
16 term period, rental amounts, option to extend, and the address for both parties under  
17 Notices.

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

20 **2. Term of Agreement.** Section 4.2 of the Agreement shall be amended as  
21 follows: The term of this Agreement shall be extended until December 31, 2012.

22 **3. Use Fee, Operation Expense, Maintenance and Repair.** Section 4.8 of  
23 the Agreement shall be amended as follows:

24 Lessee agrees to pay \$2,734 per month which includes maintenance, custodial  
25 services and utilities. The hours of operation shall remain the same as indicated in  
26 Attachment "B" of the Agreement and is attached hereto.  
27  
28

1           **4. Option to Extend Term.** Lessor grants to County two option(s) to extend  
2 the Agreement term ("Extension Option(s)"). Each Extension Option shall be for a  
3 period of five (5) years ("Extended Term").

4                       **4.1 Exercise of Option.** The Extension Option(s) shall be  
5 exercised by County delivering to Lessor written notice thereof no later than sixty (60)  
6 days prior to the expiration of the First Amendment or any extension thereof.

7           **5. Notices.** Section 6 subsection 6.1 of the Agreement shall be amended  
8 as follows:

9 Any notices required or desired to be served by either party upon the other shall be  
10 addressed to the respective parties as set forth below or to such other address as from  
11 time to time shall be designated by the respective parties:

12           Lessee:	12           Lessor:
13           County of Riverside	13           Lake Elsinore Unified School District
14           Economic Development Agency	14           Facilities and Operations Division
15           Real Estate Division	15           545 Chaney Street
16           3403 Tenth Street, Suite 500	16           Lake Elsinore, California 92530
17           Riverside, California 92501	17           Attn: Gregory J. Bowers

18           **6. Capitalized Terms:** First Amendment to Prevail. Unless defined herein  
19 or the context requires otherwise, all capitalized terms herein shall have the meaning  
20 defined in the Agreement. The provisions of this First Amendment shall prevail over  
21 any inconsistency or conflicting provisions of the Agreement.

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

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

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9 (SIGNATURES ON NEXT PAGE)  
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2           **8. Effective Date.** This First Amendment shall not be binding or  
3 consummated until its approval by the Riverside County Board of Supervisors and fully  
4 executed by the Parties.

5  
6           IN WITNESS WHEREOF, the parties have executed this First Amendment as of  
7 the date first written above.

8  
9 Dated: \_\_\_\_\_

10 **LESSEE:**

**LESSOR:**

11 **COUNTY OF RIVERSIDE**

**LAKE ELSINORE UNIFIED SCHOOL DISTRICT**

12  
13 By: \_\_\_\_\_  
14 John F. Tavaglione, Chairman  
Board of Supervisors

13 By:   
14 Gregory J. Bowers, Assistant Superintendent

15  
16 **ATTEST:**

Kecia Harper-Ihem  
17 Clerk of the Board

18 By: \_\_\_\_\_  
19 Deputy

20  
21 **APPROVED AS TO FORM:**

PAMELA J. WALLS, County Counsel

22  
23 By:   
24 Patricia Munroe  
Deputy County Counsel

25  
26 MH:ra/080612/LE028/15.166    S:\Real Property\TYPING\Docs-15.000 to 15.499\15.166.doc

**ATTACHMENT "B"**

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Initial Hours of County Library Operations:

- Monday – Thursday 7:00 a.m. – 8:00 p.m.
- Friday – 7:00 a.m. – 6:00 p.m.
- Saturday – 10:00 a.m. – 2:00 p.m.
- Sunday – 12:00 p.m. – 5:00 p.m.

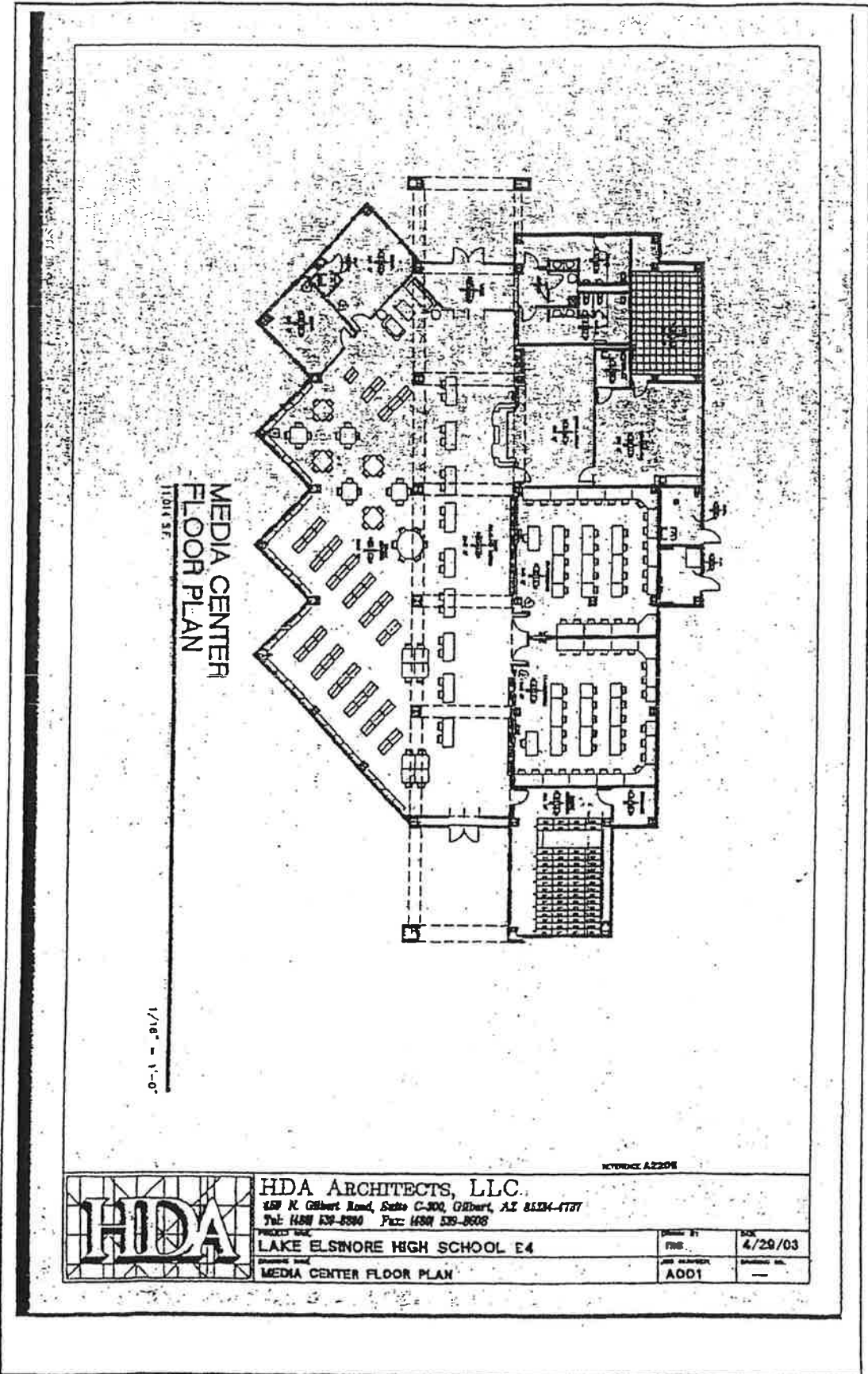
Holiday Schedule:

The Lakeside Library will be closed on the following holidays:

1. Independence Day
2. Labor Day
3. Veteran’s Day
4. Thanksgiving Day
5. Christmas Day
6. New Year’s Day
7. Martin Luther King Day
8. Lincoln’s Birthday
9. President’s Day
10. Memorial Day



Exhibit A



11014 SF  
**MEDIA CENTER  
 FLOOR PLAN**

1/16" = 1'-0"

KEYNOTE A2201



**HDA ARCHITECTS, LLC.**  
 450 N. Gilbert Road, Suite C-300, Gilbert, AZ 85234-4737  
 Tel: 480 639-8800 Fax: 480 539-8608

PROJECT NAME  
**LAKE ELSINORE HIGH SCHOOL E4**

ISSUE NAME  
**MEDIA CENTER FLOOR PLAN**

DATE BY	DATE
FIG.	4/29/03
JOB NUMBER	
A001	