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

FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
August 28, 2013

SUBJECT: Second 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 Second 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: Tanya S. Harris
 TANYA S. HARRIS, CPA

Lisa Brandl
 Robert Field
 Assistant County Executive Officer/EDA
 By: Lisa Brandl, Managing Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ (8,494)	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/14

COMPANION ITEM ON BOARD 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

FORM APPROVED COUNTY COUNSEL
 BY: Patricia Munroe
 Patricia Munroe
 Departmental Concurrence
 DATE: 8/7/13

By: Suzanne Holland
 Suzanne Holland, Assistant Director
 Community Services Division

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

Prev. Agn. Ref.: 3.91 of 8/10/2004, 3.21 of 10/16/2012 | **District:** 1/1 | **Agenda Number:** 3-34

Economic Development Agency / Facilities Management
Second Amendment to the Joint Use Agreement with Lake Elsinore Unified School District for the
Joint Use of Library Facilities located at Lakeside High School
August 28, 2013

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 August 31, 2018.

Find that the purchase of the building and improvements are exempt from CEQA pursuant to CEQA guidelines section 15061(b)(3) as it can be seen with certainty that there is no possibility the activity in question may have a significant effect on the environment; and section 15301, Class 1, as the project involves negligible or no expansion of an existing use or alterations.

The attached Second 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: Five years through August 31, 2018

Rent: \$1,253 per month

Rental Adjustments: None

Utilities: Lessor

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

Attachments:
Second Amendment to the Joint Use Agreement
Exhibit A

Exhibit A

Lake Elsinore Unified School District Cost Analysis FY 2013/14 32593 Riverside Drive, Lake Elsinore, California

Total Square Footage to be Leased:

EXPECTED AMOUNTS

Current office: 10,000 SQFT
Total Expected Lease Cost for FY 2013/14 \$ 27,564.00

ACTUAL AMOUNTS

Current Office: 10,000 SQFT
Proposed Office: 10,000 SQFT

Approximate Cost per SQFT (July - Aug) \$ 0.27
Approximate Cost per SQFT (Sept - June) \$ 0.13

Lease Cost per Month (July - Aug) \$ 2,734.00
Lease Cost per Month (Sept - June) \$ 1,253.00

Total Lease Cost (July - Aug) \$ 5,468.00
Total Lease Cost (Sept - June) \$ 12,530.00
Total Actual Lease Cost for FY 2013/14 \$ 17,998.00
Total Lease Cost Variance for FY 2013/14 \$ (9,566.00)

EDA Lease Management Fee (Based @ 3.89%) \$ 1,072.24
Total Estimated Expected Cost for FY 2013/14 \$ 19,070.24

Total Estimated Additional Cost Variance for FY 2013/14 \$ 1,072.24

TOTAL ESTIMATED COST FOR FY 2013/14 \$ (8,493.76)

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

5 This **SECOND AMENDMENT TO JOINT USE AGREEMENT** ("Second
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 **LAKE ELSINORE UNIFIED SCHOOL DISTRICT** ("Lessor").

9 **1. Recitals.**

10 a. Lessee and Lessor entered into an Agreement dated August 10,
11 2004, pursuant to which Lessor has agreed to lease to Lessee and Lessee has agreed
12 to lease from Lessor a portion of that certain building located at 32593 Riverside Drive,
13 Lake Elsinore, California (the "Building"), as more particularly shown on Exhibit "A",
14 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 Joint Use Agreement shall be
21 amended as follows: The term of this Agreement shall be extended for five (5) years.

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

24 Lessee agrees to pay \$1,253.00 per month which includes maintenance,
25 custodial services and utilities. The hours of operation shall remain the same as
26 indicated in Attachment "B," attached hereto and incorporated herein by reference.
27 Lessor to provide access to County at 2:30pm. Monday –Thursday. Lessor to provide
28 supervision and staff during student library hours, and use due diligence and best

1 effort to prevent any loss or theft to County's library collection. District's Textbook
2 Clerk shall provide library book check out service to the public when available during
3 County's library hours and shall comply with County procedures. District Textbook
4 Clerk shall provide library book check out services to students during school hours and
5 shall comply with County procedures.

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

9 **4.1 Exercise of Option.** The Extension Option(s) shall be
10 exercised by County delivering to Lessor written notice thereof no later than sixty (60)
11 days prior to the expiration of the Second Amendment to the Joint Use Agreement or
12 any extension thereof.

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

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

18 Lessee:	Lessor:
19 County of Riverside	Lake Elsinore Unified School District
20 Economic Development Agency	Facilities and Operations Division
21 Real Estate Division	545 Chaney Street
22 3403 Tenth Street, Suite 400	Lake Elsinore, California 92530
23 Riverside, California 92501	Attn: Gregory J. Bowers

24 **6. Capitalized Terms:** Second Amendment to Prevail. Unless defined
25 herein or the context requires otherwise, all capitalized terms herein shall have the
26 meaning defined in the Agreement. The provisions of this Second Amendment to the
27 Joint Use Agreement shall prevail over any inconsistency or conflicting provisions of
28 the Agreement.

1 **7. Miscellaneous.** Except as amended or modified herein, all the terms of
2 the Agreement shall remain in full force and effect and shall apply with the same force
3 and effect. Time is of the essence in this Second Amendment to the Joint Use
4 Agreement and the Agreement and each and all of their respective provisions. Subject
5 to the provisions of the Agreement as to assignment, the agreements, conditions and
6 provisions herein contained shall apply to and bind the heirs, executors, administrators,
7 successors and assigns of the parties hereto. If any provision of this Second
8 Amendment to the Joint Use Agreement or the Agreement shall be determined to be
9 illegal or unenforceable, such determination shall not affect any other provision of the
10 Agreement and all such other provisions shall remain in full force and effect. The
11 language in all parts of the Agreement shall be construed according to its normal and
12 usual meaning and not strictly for or against either Lessor or Lessee. Neither this
13 Second Amendment to the Joint Use Agreement, nor the Agreement, nor any notice
14 nor memorandum regarding the terms hereof, shall be recorded by County.

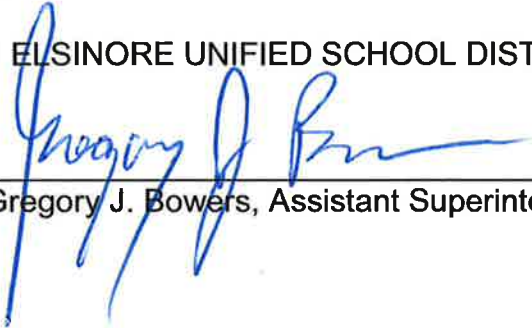
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1 **8. Effective Date.** This Second Amendment to the Joint Use Agreement
2 shall not be binding or consummated until its approval by the Riverside County Board
3 of Supervisors and fully executed by the Parties.


4 IN WITNESS WHEREOF, the parties have executed this Second Amendment to Joint
5 Use Agreement as of the date first written above.

6
7 Dated: _____

8 LESSEE:
9 COUNTY OF RIVERSIDE
10
11 By: _____
12 John J. Benoit, Chairman
13 Board of Supervisors

LESSOR:
LAKE ELSINORE UNIFIED SCHOOL DISTRICT
By:  _____
Gregory J. Bowers, Assistant Superintendent

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 Patricia Munroe
23 Deputy County Counsel

ATTACHMENT "B"

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Initial Hours of County Library Operations:

Monday, Tuesday, Wednesday and Thursday 3:00 p.m. – 8:00 p.m.

Friday – Closed

Saturday – 10:00 a.m. – 6:00 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
11. Columbus Day
12. Easter Sunday