

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

435



SUBMITTAL DATE:

February 11, 2014

SUBJECT: Second Amendment to Lease – Riverside County and City of Perris, California, CEQA Exempt, District 5 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

FROM: Economic Development Agency/Facilities Management

- 1. Ratify the attached Second Amendment to Lease;
- 2. Authorize the Chairman of the Board to execute same on behalf of the County; and
- 3. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities.

BACKGROUND:

Departmental Concurrence

Summary (commences on Page 2)

Robert Field

Assistant County Executive Officer/EDA

C E O BECOMME				For F	iscal Year: 2013/14	
SOURCE OF FUNDS: N/A				Budg	Budget Adjustment: No	
NET COUNTY COST	\$	0 \$	0 \$	0 \$	0 Consent - 1 one	
COST	\$	0 \$	0 \$	0 \$	0 Consent □ Polic	
FINANCIAL DATA	Current Fis	cal Year: Next Fig	scal Year: Total Cos	t; Ongoing C	ost: POCICIONSEI	

C.E.O. RECOMMENDATION:

APPROVE

BY: Pobini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

☐ Positions Adde	☐ Change Order
] A-30	1 4/5 Vote
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Prev. Agn. Ref.: 3.14 of 2/15/11

District: 5/5

Agenda Number:

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

Economic Development Agency/Facilities Management

FORM 11: Second Amendment to Lease - Riverside County and City of Perris, California, CEQA Exempt,

District 5 [\$0]

DATE: February 11, 2014

Page 2 of 2

BACKGROUND:

Summary

On November 15, 2007, the County of Riverside entered into a Lease with the City of Perris. The county operates a full service library to serve the residents of the County of Riverside. The leased facility located at 163 East San Jacinto Avenue, Perris, California, continues to meet the needs and requirements of the library and the county wishes to extend the term an additional three years commencing November 15, 2013 and terminating on November 14, 2016.

The Second Amendment to Lease is summarized below:

Lessor's Address:

City of Perris

101 North D. Street Perris, California 92570

Location:

163 East San Jacinto Avenue

Perris, California

Term:

Effective as of November 15, 2013 and terminating November 14, 2016

Size:

2,000

Rent:

None

Custodial Services:

Provided by County

Maintenance:

Provided by Lessor

Utilities:

Provided by County

Option to Terminate:

None

Tenant Improvements:

None

RCIT Cost:

None

The Attached Second Amendment to Lease has been approved as to form by County Counsel.

Impact on Residents and Businesses

There will be no foreseeable impact on residents and local businesses. This facility provides, among other programs, adult literacy services to the communities through one-on-one literacy tutoring, English-as-a-Second-Language classes and family literacy events. In general, this facility provides exciting and innovating programs and services to the community.

Contract History and Price Reasonableness

This is a three year renewal. This contract has been in place since November 15, 2007.

Attachment:

Second Amendment to Lease

RF:LB:VC:VY:MH:ra PR010 16.534 12267 S:\Real Property\TYPING\Docs-16.500 to 16.999\16.534.doc

SECOND AMENDMENT TO LEASE

163 East San Jacinto Avenue, Perris, California

This SECOND AMENDMENT TO LEASE ("Second Amendment") dated as of ______, is entered by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), and CITY OF PERRIS, a municipal corporation, ("Lessor").

1. Recitals.

- a. Lessor and County entered into that certain lease dated November 15, 2007, (the "Original Lease") pursuant to which County leased a portion of that certain building located at 163 East San Jacinto Avenue, Perris, California (the "Leased Premises"), as more particularly described in the Lease (the "Original Lease").
- b. The Original Lease, together with the First Amendment, is collectively referred to hereinafter as the "Lease."

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

- 2. Lease Term. Section 4 subsection (a) of the Lease shall be amended as follows: The term of this Lease Agreement shall be extended three (3) years commencing on November 15, 2013 and terminating on November 14, 2016.
- 3. Consideration. In consideration for the use of the Leased Premises, County shall provide library services to City residents in accordance with the contract between Lessor and County.
- **4. Improvements by Lessor.** Section 12 subsection (a) of the Lease is hereby amended by adding the following:
- (a) Following the execution and delivery of this Second Amendment to Lease, Lessor shall, at its sole cost and expense, shall install new flooring throughout the entire facility.

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by the Lessee.

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28 /// Second Amendment to Prevail. The provisions of this Second

Miscellaneous. Except as amended or modified herein, all the terms of

the Lease shall remain in full force and effect. If any provisions of this Amendment

shall be determined illegal or unenforceable, such determination shall not affect any

other provision of the Lease. Neither this Amendment nor the Lease shall be recorded

1	7. Effective Date.	This Second Amendment to Lease shall not be binding
2	or consummated until its app	proval by the Riverside County Board of Supervisors and
3	fully executed by the Parties.	
4	WITNESS WHEREOF	, the parties have executed this Second Amendment as of
5	the date first written above.	
6		
7	Dated:	
8	COUNTY OF RIVERSIDE	CITY OF PERRIS, a municipal corporation
		Corporation
10	By:	By
11	Jeff Stone, Chairman	Richard Belmudez,
12	Board of Supervisors	City Manager
13	ATTEST:	ATTEST:
14	Kecia Harper-Ihem	AHEOL.
15	Clerk of the Board	
16	Ву:	By: No Solyan
17	Deputy	Nanký Šalazar, City Clerk
18	ADDDOVED AS TO FORM	ADDDOVED AC TO FORM
19	APPROVED AS TO FORM: Pamela J. Walls	APPROVED AS TO FORM: Aleshire & Wynder, LLP
20	County Counsel	
21		
22	By: Patricia Munroe	By: Eric L. Dunn
23	Deputy County Counsel	City Attorney
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