

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

937



FROM: Redevelopment Agency

SUBMITTAL DATE:
December 2, 2010

SUBJECT: First Amendment to the Lease Agreement for the Jurupa Valley Aquatic Center, Riverside

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached first Amendment to Lease and authorize the Chairman of the Board to execute same on behalf of the county; and
2. Authorize the Executive Director of the Redevelopment Agency, or designee, to take all necessary steps to implement the first amendment to lease including signing subsequent, necessary related documents to complete this transaction.

BACKGROUND: (Commences on Page 2)

Lisa Brandl for

Robert Field
Executive Director
By Lisa Brandl, Deputy Executive Director

| | | | | |
|-----------------------|-------------------------------|------|-------------------------|-----------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 0 | In Current Year Budget: | N/A |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2010/2011 |

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: Yes

SOURCE OF FUNDS: N/A

| | |
|---|--------------------------|
| 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

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: December 14, 2010
xc: RDA

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: N/A

District: 2

Agenda Number:

4.11

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED BY COUNTY COUNSEL
BY: *ANITA C. WILLIS*
DATE: 12-1-10
Departmental Concurrence

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

BACKGROUND:

On December 16, 2008, the Agency and school entered into a Shared Use Agreement to solidify the school's future use of the center. The Shared Use Agreement indicates an MOU is to be entered into annually to facilitate the specifics of the shared use of the center for the year and the proportionate share of maintenance and operations costs. Currently, the Shared Use Agreement provides that the annual Memorandum of Understanding (MOU) will be entered into between Agency and school with Agency billing School for the proportionate share of costs. It was contemplated and acknowledged in the Shared Use Agreement that Parks would manage and operate the center when the center was completed and opened. On July 13, 2010, the Board approved the Lease Agreement between the Agency and Parks authorizing Parks to maintain and operate the center while conducting programs to provide swimming and activities to the unincorporated community of Jurupa. Agency desires to assign the right to enter into the annual MOU, bill school and receive the funds for the proportionate share of costs owed by school to Parks. In addition, the Agency and Parks desire to amend the Lease Agreement to provide for Parks, as Agency's Assignee, to enter into the annual MOU and bill and receive funds from school pursuant to the Shared Use Agreement. Certain terms need to be amended to accommodate for this desire and an assignment and assumption between Agency and Parks is needed with written consent by school by way of an incorporation by reference of the Shared Use Agreement into the Lease Agreement for the specific purposes described above.

For California Environmental Quality Act (CEQA) purposes, no further action is required because the First Amendment to Lease is not an activity that can be defined as a "project". It is assigning certain rights that have already been established in previously approved actions by the parties. Even if the First Amendment could be determined as a project for CEQA purposes, it would be exempt under CEQA Guidelines Section 15061(b)(3) where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. As a result, no further environmental documentation is required for CEQA purposes.

Staff recommends approval of the attached first amendment to lease between the Agency and the District.