

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

212



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
March 15, 2012

SUBJECT: Fifth Amendment to the Joint Use Agreement with San Jacinto Unified School District for the Operation for the Joint Use of Facilities Located at San Jacinto High School

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Fifth 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 3/13/12
SAMUEL WONG

Robert Field
Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 24,910	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12

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
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione 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: March 27, 2012
xc: EDA, Librarian, Auditor

Kecia Harper-Ihem
Clerk of the Board
By Kecia Harper-Ihem
Deputy

Prev. Agn. Ref.: 3.3 of 5/23/00; 3.7 of 6/17/03; 3.9 of 11/28/06; 3.18 of 6/30/09; 3.23 of 9/14/10

District: 3/3

Agenda Number: **3.22**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL DATE
 BY: Yvonne M. Gunzel 3-2-12
 YVONNE M. GUNZEL
 Departmental Counselor
 County Librarian
 Barbara Williams, Cultural Services

Consent
 Policy
 Consent
 Policy

BACKGROUND:

The County Library provides public library services to the residents of San Jacinto through a joint use library operated in conjunction with San Jacinto Unified School District since 2000, located at 500 Idyllwild Drive, San Jacinto. This joint-use library serves as a model for other joint-use cooperative libraries. On-going County library operations are provided through a contract with Library Systems and Services, LLC (LSSI) for county-wide library services, with oversight by the County Librarian. This facility continues to meet the needs and requirements of the county library and the term of the agreement will be extended for three years through June 30, 2014.

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.

The attached Joint Use Agreement is summarized below:

Lessor:	San Jacinto Unified School District Superintendent 2045 South San Jacinto Avenue San Jacinto, California 92583
Location:	500 Idyllwild Drive San Jacinto, California 92583
Term:	Three years through June 30, 2014
Rent:	\$2,000 per month
Rental Adjustments:	None
Utilities:	Lessor
Security Guard:	County

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

Attachments:
Fifth Amendment to Joint Use Agreement
Exhibit A

Exhibit A

San Jacinto Unified School District Cost Analysis FY 2011/12 500 Idyllwild Drive, San Jacinto, California

Total Square Footage to be Leased:

BUDGETED AMOUNTS

Current office:	10,000	SQFT		
Cost Per Sq. Ft:	\$	0.20		
Lease Cost per Month			<u>\$ 2,000.00</u>	
Total Lease Cost included in Budget for FY 2011/12				\$ 24,000.00

ACTUAL AMOUNTS

Current office:	10,000	SQFT		
Approximate Cost per SQFT (July - June)	\$	0.20		
Lease Cost per Month (July - June)	\$	2,000.00		
Total Lease Cost (July - June)			<u>\$ 24,000.00</u>	
Total Lease Cost for FY 2011/12				\$ 24,000.00
TOTAL LEASE COST SAVINGS FOR FY 2011/12				\$ -

EDA Lease Management Fee (Based @ 3.79%)			<u>\$ 909.60</u>	
Total Estimated Additional Costs included in Budget for FY 2011/12				\$ 24,909.60

TOTAL ESTIMATED ADDITIONAL COST VARIANCE FOR FY 2011/12				<u>\$ 24,909.60</u>
TOTAL ESTIMATED COST FOR FY 2011/12				<u>\$ 24,909.60</u>

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

5 This **FIFTH AMENDMENT TO JOINT USE AGREEMENT** (Fifth Amendment),
6 dated as of 3/07/12, is entered by and between the **COUNTY OF**
7 **RIVERSIDE**, a political subdivision of the State of California ("Lessee"), and **SAN**
8 **JACINTO UNIFIED SCHOOL DISTRICT** (District).

9 **1. Recitals.**

10 a. Lessee and Lessor have entered into that certain Agreement dated
11 May 23, 2000, (the "Original Agreement") pursuant to which Lessor has agreed to
12 lease to Lessee and Lessee has agreed to lease from Lessor a portion of that certain
13 building located at 500 Idyllwild Drive, San Jacinto, California (the "Building"), as more
14 particularly shown on Exhibit "A", attached hereto and made a part hereof.

15 b. The Original Lease has been amended by:

16 i. That certain First Amendment to Lease dated June 17,
17 2003, by and between the COUNTY OF RIVERSIDE, a political subdivision of the
18 State of California ("Lessee"), and SAN JACINTO UNIFIED SCHOOL DISTRICT,
19 ("Lessor"), (the 1st Amendment), whereby the Parties amended the Lease to extend the
20 term period.

21 ii. That certain Second Amendment to Lease dated November
22 28, 2006, by and between the COUNTY OF RIVERSIDE, a political subdivision of the
23 State of California ("Lessee"), and SAN JACINTO UNIFIED SCHOOL DISTRICT,
24 ("Lessor"), (the 2nd Amendment), whereby the Parties amended the Lease to extend
25 the term period and rental amounts.

26 iii. That certain Third Amendment to Lease dated June 30,
27 2009, by and between the COUNTY OF RIVERSIDE, a political subdivision of the
28

1 State of California (Lessee), and SAN JACINTO UNIFIED SCHOOL DISTRICT,
2 ("Lessor"), (the 3rd Amendment), to extend the term period and the rental amounts

3 iv. That certain Fourth Amendment to Lease dated September
4 14, 2010, by and between the COUNTY OF RIVERSIDE, a political subdivision of the
5 State of California (Lessee), and SAN JACINTO UNIFIED SCHOOL DISTRICT,
6 ("Lessor"), (the 4th Amendment), to extend the term period and the rental amounts.

7 c. The Parties now desire to amend the Agreement to extend the
8 term period, rental amounts, and the address for both parties under Notices.

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

11 **2. Term of the Agreement.** Section 4.2 of the Fourth Amendment to the
12 Joint Use Agreement shall be amended as follows: The term of this Agreement shall
13 be extended three (3) years commencing on July 1, 2011 and terminating on June 30,
14 2014.

15 **3. Use Fee, Operation Expense, Maintenance and Repair.** Section 4.8 of
16 the Fourth Amendment to Lease shall be amended as follows:

17 Lessee agrees to pay \$2,000 per month for 24.5 hours per week of extended
18 after school library operation. This fee shall also include 47 hours per week of operation
19 during time that San Jacinto High School is not in session. This fee includes custodial
20 services and utilities during the term of the agreement. Current hours (after school and
21 when San Jacinto High School is not in session) are set forth in Attachment "A" which is
22 incorporated herein by reference. The current hours may only be modified by written
23 agreement between the parties. Security guard services will be provided by Regional
24 Security Patrol as determined annually by the County and the Supervising Librarian.

25 **4. Notices.** Section 5.3, Subsection 5.3.1 of the Agreement shall be
26 amended as follows:
27
28

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

4 Lessee:	Lessor:
5 County of Riverside	San Jacinto Unified School District
6 Economic Development Agency	Superintendent
7 Real Estate Division	2045 South San Jacinto Avenue
8 3403 Tenth Street, Suite 500	San Jacinto, California 92583
9 Riverside, California 92501	

10 **5. Capitalized Terms:** Fifth Amendment to Prevail. Unless defined herein
11 or the context requires otherwise, all capitalized terms herein shall have the meaning
12 defined in the Lease, as heretofore amended. The provisions of this Fifth Amendment
13 shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore
14 amended, and shall supplement the remaining provisions thereof.

15 **6. Miscellaneous.** Except as amended or modified herein, all the terms of
16 the Original Lease shall remain in full force and effect and shall apply with the same
17 force and effect. This is of the essence in this Amendment and the Lease and each
18 and all of their respective provisions. Subject to the provisions of the Lease as to
19 assignment, the agreements, conditions and provisions herein contained shall apply to
20 and bind the heirs, executors, administrators, successors and assigns of the parties
21 hereto. If any provision of this Amendment or the Lease shall be determined to be
22 illegal or unenforceable, such determination shall not affect any other provision of the
23 Lease and all such other provisions shall remain in full force and effect. The language
24 in all parts of the Lease shall be construed according to its normal and usual meaning
25 and not strictly for or against either Lessor or Lessee. Neither this Amendment, nor the
26 Original Lease, nor any notice nor memorandum regarding the terms hereof, shall be
27 recorded by County.

1 7. **Effective Date.** This Fifth Amendment to Lease shall not be binding or
2 consummated until its approval by the Riverside County Board of Supervisors and fully
3 executed by the Parties.

4 8. **IN WITNESS WHEREOF,** the parties have executed this Amendment as
5 of the date first written above.

6
7 Dated: MAR 27 2012


8 **LESSEE:**

LESSOR:


9 **COUNTY OF RIVERSIDE**

SAN JACINTO UNIFIED SCHOOL DISTRICT

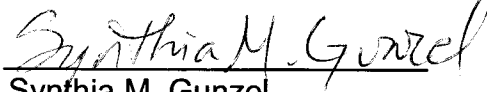
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11 By: 
12 John F. Tavaglione, Chairman
13 Board of Supervisors

By: 
Jayne Christakos, 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 Synthia M. Gunzel
23 Deputy County Counsel

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25
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27 MH:ra/020912/SJ019/14.635 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.635.doc

ATTACHMENT "A"

San Jacinto Library

Extended After School Hours

Monday	2:30pm-6:00pm
Tuesday	2:30pm-7:00pm
Wednesday	2:30pm-7:00pm
Thursday	2:30pm-7:00pm
Friday	2:30pm-6:00pm
Saturday	9:00am-1:00pm

Total hours 24.5

Hours when San Jacinto High School is not in Session

Monday	10:00am-6:00pm
Tuesday	10:00am-7:00pm
Wednesday	10:00pm-7:00pm
Thursday	10:00am-7:00pm
Friday	10:00am-6:00pm
Saturday	9:00am-1:00pm

Total Hours 47.0