

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

319



SUBMITTAL DATE:
October 3, 2012

FROM: Economic Development Agency / Facilities Management

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)

Robert Field
Assistant County Executive Officer/EDA

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY: Samuel Wong 10/2/12
SAMUEL WONG

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

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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, 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: October 16, 2012
xc: EDA, Librarian

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy

Prev. Agn. Ref.: 3.91; 8/10/2004 District: 1/1 Agenda Number: **3.21**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY: Patricia Munroe 9/19/12 DATE
 Departmental Concurrence
 Barbara Morrow Williams
 County Librarian
 By: [Signature]
 Consent Policy
 Consent Policy
 Dept's Recomm.: Per Exec. Ofc.:

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>	
Total Lease cost included in Budget for FY 2012/13		\$ 27,564.00

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>

TOTAL ESTIMATED COST FOR FY 2012/13

\$ (11,160.00)

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 October 16, 2012 is entered by and between the **COUNTY OF**
7 **RIVERSIDE**, a political subdivision of the State of California ("Lessee"), and **LAKE**
8 **ELSINORE 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 its
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: _____

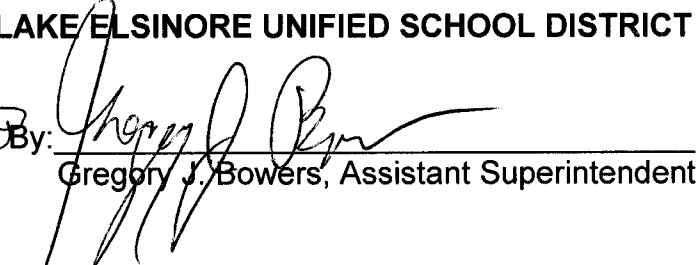
10 **LESSEE:**

LESSOR:

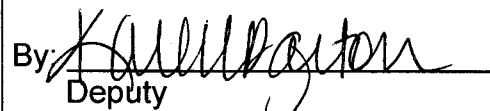
11 **COUNTY OF RIVERSIDE**

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

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

By: 
Gregory J. Bowers, Assistant Superintendent

16 **ATTEST:**
17 Kecia Harper-Ihem
18 Clerk of the Board

19 By: 
20 Deputy

21 **APPROVED AS TO FORM:**
22 PAMELA J. WALLS, County Counsel

23 By: 
24 Patricia Munroe
25 Deputy County Counsel

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

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Initial Hours of County Library Operations:

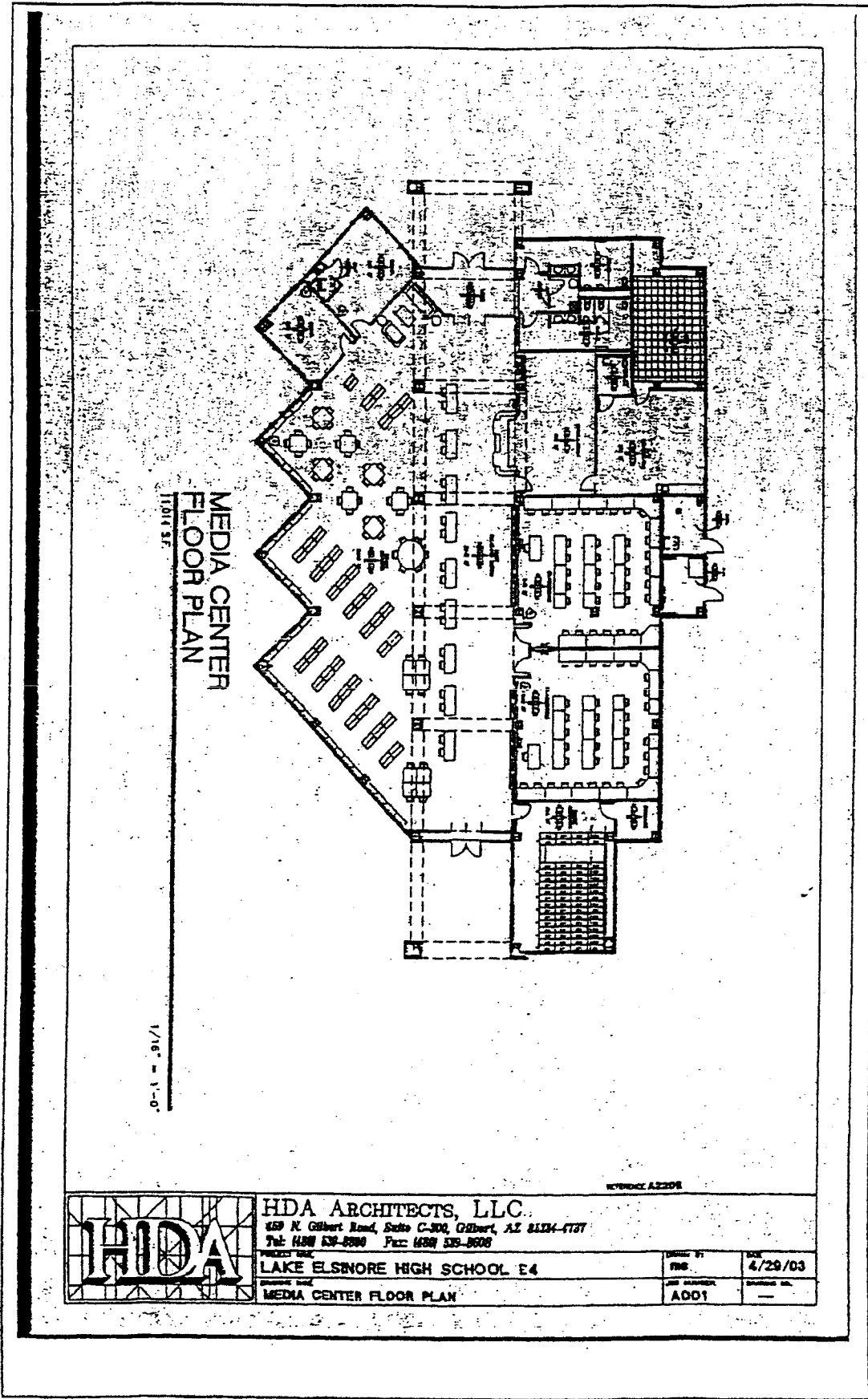
- Monday – Thursday 7:00 a.m. – 8:00 p.m.
- Friday – 7:00 a.m. – 6:00 p.m.
- Saturday – 10:00 a.m. – 2:00 p.m.
- Sunday – 12:00 p.m. – 5:00 p.m.

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



MEDIA CENTER
FLOOR PLAN
10/11/03

1/16" = 1'-0"

REVISED 4/22/04



HDA ARCHITECTS, LLC
 459 N. Gilbert Road, Suite C-300, Gilbert, AZ 85134-4787
 Tel: (480) 539-8900 Fax: (480) 539-8608

PROJECT NAME: LAKE ELSNORE HIGH SCHOOL E4
 DRAWING TITLE: MEDIA CENTER FLOOR PLAN

DESIGNED BY	DATE
PHS	4/29/03
JOB NUMBER	DRAWING NO.
A001	—