

690

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

<b>FINANCIAL DATA</b>	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:

County Executive Office Signature

Jennifer L. Sargent  
Jennifer L. Sargent

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Benoit

Nays: None

Absent: Ashley

Date: September 10, 2013

xc: 2013 SEP - 10 ON 3:11 PM EDA Auditor

Kecia Harper-Ihem  
Clerk of the Board

By: Kecia Harper-Ihem  
Deputy

Prev. Agn. Ref.: 3.91 of 8/10/2004, 3.21 of 10/16/2012

District: 1/1

Agenda Number:

3-34

ATTACHMENTS FILED

EDA-001a-F11-Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
BY: PATRICIA MUNROE  
Departmental Concurrence

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

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

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	
<b>Total Expected Lease Cost for FY 2013/14</b>		<b>\$ 27,564.00</b>

#### **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)	<u>\$ 1,253.00</u>

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

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

<b>Total Estimated Additional Cost Variance for FY 2013/14</b>		<b>\$ 1,072.24</b>
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<b>TOTAL ESTIMATED COST FOR FY 2013/14</b>		<b><u>\$ (8,493.76)</u></b>
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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 Sept. 10, 2013, 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: SEP 10 2013

8 LESSEE:

9 COUNTY OF RIVERSIDE

10  
11 By: John J. Benoit  
12 John J. Benoit, Chairman  
13 Board of Supervisors

LESSOR:

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

14 By: Gregory J. Bowers  
15 Gregory J. Bowers, Assistant Superintendent

16 ATTEST:

17 Kecia Harper-Ihem  
18 Clerk of the Board

19 By: Kecia Harper-Ihem  
20 Deputy

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

23 By: Patricia Munroe  
24 Patricia Munroe  
25 Deputy County Counsel

26  
27 MH:ra/081313/LE028/16.196 S:\Real Property\TYPING\Docs-16.000 to 16.499\16.196.doc  
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**ATTACHMENT "B"**

**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