

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

435



FROM: Economic Development Agency/Facilities Management

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:

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:
Summary (commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A
Budget Adjustment: No
For Fiscal Year: 2013/14

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 25, 2014
xc: EDA

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

Prev. Agn. Ref.: 3.14 of 2/15/11

District: 5/5

Agenda Number:

3-15

FORM APPROVED COUNTY COUNSEL
BY: PATRICIA MUNROE
1/14/14 DATE
Departmental Concurrence

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

1 **SECOND AMENDMENT TO LEASE**

2 **163 East San Jacinto Avenue, Perris, California**

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4 This **SECOND AMENDMENT TO LEASE** ("Second Amendment") dated as of
5 FEB 25 2014, is entered by and between the **COUNTY OF RIVERSIDE**, a political
6 subdivision of the State of California ("County"), and **CITY OF PERRIS, a municipal**
7 **corporation**, ("Lessor").

8 **1. Recitals.**

9 a. Lessor and County entered into that certain lease dated November
10 15, 2007, (the "Original Lease") pursuant to which County leased a portion of that
11 certain building located at 163 East San Jacinto Avenue, Perris, California (the "Leased
12 Premises"), as more particularly described in the Lease (the "Original Lease").

13 b. The Original Lease, together with the First Amendment, is
14 collectively referred to hereinafter as the "Lease."

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

17 **2. Lease Term.** Section 4 subsection (a) of the Lease shall be amended as
18 follows: The term of this Lease Agreement shall be extended three (3) years
19 commencing on November 15, 2013 and terminating on November 14, 2016.

20 **3. Consideration.** In consideration for the use of the Leased Premises,
21 County shall provide library services to City residents in accordance with the contract
22 between Lessor and County.

23 **4. Improvements by Lessor.** Section 12 subsection (a) of the Lease is
24 hereby amended by adding the following:

25 (a) Following the execution and delivery of this Second Amendment to
26 Lease, Lessor shall, at its sole cost and expense, shall install new flooring throughout
27 the entire facility.

1 **5. Second Amendment to Prevail.** The provisions of this Second
2 Amendment to Lease shall prevail over any inconsistency or conflicting provisions of
3 the Lease. Any capitalized terms shall have the meaning defined in the Lease, unless
4 defined herein or context requires otherwise.

5 **6. Miscellaneous.** Except as amended or modified herein, all the terms of
6 the Lease shall remain in full force and effect. If any provisions of this Amendment
7 shall be determined illegal or unenforceable, such determination shall not affect any
8 other provision of the Lease. Neither this Amendment nor the Lease shall be recorded
9 by the Lessee.

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1 **7. Effective Date.** This Second Amendment to Lease shall not be binding
2 or consummated until its approval 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.

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7 Dated: FEB 25 2014

8 COUNTY OF RIVERSIDE

CITY OF PERRIS, a municipal
corporation

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11 By: Jeff Stone
12 Jeff Stone, Chairman
Board of Supervisors

By: Richard Belmudez
Richard Belmudez,
City Manager

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14 ATTEST:
15 Kecia Harper-Ihem
Clerk of the Board

ATTEST:

16 By: Peggy Rose
17 Deputy

By: Nancy Salazar
Nancy Salazar, City Clerk

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19 APPROVED AS TO FORM:
20 Pamela J. Walls
County Counsel

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

21
22 By: Patricia Munroe
23 Patricia Munroe
Deputy County Counsel

By: Eric L. Dunn
Eric L. Dunn
City Attorney

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