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





FROM: Economic Development Agency

SUBMITTAL DATE: June 18, 2015

SUBJECT: Fifth Amendment to Joint Use Agreement between County of Riverside and the Hemet Unified School District for Joint Use of Facilities located at Hamilton School, 5 - Year Extension, CEQA Exempt, District 3, [\$231,563] County Library Fund 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities and Section 15061(b)(3);
- 2. Approve the attached Fifth Amendment to Joint Use Agreement;
- 3. Authorize the Chairman of the Board to execute the same on behalf of the County; and
- 4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval by the Board.

**BACKGROUND:** 

Summary

(Commences on Page 2)

Robert Field

Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Nex	xt Fiscal Year:	Total C	ost:	Oı	igoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	) \$	45,481	\$	231,563	\$	0	Consent □ Policy
NET COUNTY COST	\$ (	\$	0	\$	0	\$	0	Consent - Policy A
SOURCE OF FUNDS: County Library Fund 100%						Budget Adjustn	nent: No	
							For Fiscal Year	2014/15-2019/20
C.E.O. RECOMME	NDATION:			AP	PROVE		-7:1	

**County Executive Office Signature** 

#### MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Tavaglione, Washington, Benoit and Ashley

Nays:

None

Absent:

None

Date:

June 30, 2015

XC:

EDA, Recorder

Kecia Harper-Ihem

4/5 Vote A-30 

Positions Added

Change Order

Prev. Agn. Ref.: 3.7 of 6/17/03; 3.5 of 3/20/12 | District: 3

Agenda Number:

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

**Economic Development Agency** 

**FORM 11:** Fifth Amendment to Joint Use Agreement between County of Riverside and the Hemet Unified School District for Joint Use of Facilities located at Hamilton School, 5 – Year Extension, CEQA Exempt, District 3, [\$231,563] County Library Fund 100%

**DATE:** June 18, 2015

**PAGE: 2 of 3** 

#### **BACKGROUND:**

#### **Summary**

The County Library provides public library services to the community of Anza through a joint use library at Hamilton High School located at 57430 Mitchell Road, Anza, California. This facility is operated in conjunction with Hemet Unified School District. On-going library operations are arranged by the Library Administrator and maintained with oversight by the Library Administrator.

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1 – Existing Facilities and Section 15061(b)(3). The proposed project, the Lease, is the letting of property involving existing facilities and no expansion of an existing use will occur.

This Agreement keeps the same terms and extends the Agreement for an additional five years commencing July 1, 2015, and terminating on June 30, 2020.

The attached Fifth Amendment to Joint Use Agreement is summarized below:

Lessee's Address:

**Hemet Unified School District** 

1791 W. Acacia Avenue Hemet, California 92545

Location:

57430 Mitchell Road

Anza, California 92539

Square Footage:

5,400

Term:

July 1, 2015, through June 30, 2020

Rent:

\$36,212.80 effective July 1, 2015

Rental Adjustments:

Two percent increase (rent portion only)

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

#### Impact on Residents and Businesses

There will be a positive impact on residents and local businesses since 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.

#### SUPPLEMENTAL:

#### **Additional Fiscal Information**

There are no costs for FY 2014/15, costs for FY 2015/16 are \$45,480.77, costs for FY 2016/17 are \$45,834.00, costs for FY 2017/18 are \$46,377.14, costs for 2018/19 are \$46,748.32 and costs for 2019/20 are \$47,122.64 (see attached Exhibits A, B, & C).

#### **Contract History and Price Reasonableness**

(Commences on Page 3)

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

**Economic Development Agency** 

**FORM 11:** Fifth Amendment to Joint Use Agreement between County of Riverside and the Hemet Unified School District for Joint Use of Facilities located at Hamilton School, 5 – Year Extension, CEQA Exempt, District 3, [\$231,563] County Library Fund 100%

**DATE:** June 18, 2015

**PAGE:** 3 of 3

#### **Contract History and Price Reasonableness**

This is a five year renewal. This contract has been in place since 1998.

Attachment:
Exhibits A, B & C
Fifth Amendment to Joint Use Agreement
Notice of Exemption

## Exhibit A

#### FY 2014/15

# Hemet Unified School District Hamilton High School Cost Analysis 57430 Mitchell Road, Anza, California

#### **ESTIMATED AMOUNTS**

#### **Total Square Footage to be Leased:**

Current Office:		5,400	SQFT			
Approximate Cost per SQFT (July - Jun) 4th Amendment	\$	0.42				
Lease Cost per Month (July - Jun) 4th Amendment			\$	2,285.41		
Total Lease Cost (July - Jun) 4th Amendment					\$ \$	27,424.90
Total Estimated Lease Cost for FY 2015/16					\$	27,424.90
Estimated Additional Costs:						
Utility Cost per Square Foot Estimated Utility Costs per Month (July - Jun)	\$	0.12	\$	648.00		
Total Estimated Utility Cost					\$	7,776.00
RCIT					\$	-
Tenant Improvement					\$	-
EDA Lease Management Fee (Based @ 3.89%) - 5th Ame	endment		\$	1,066.83		
Total EDA Lease Management Fee					\$	1,066.83
TOTAL ESTIMATED COST FOR FY 2014/15					\$	36,267.73
Amount Previously approved in previous lease					\$	36,267.73
Amount of FY14/15 for 5th Amendment					\$	-

# Exhibit B

#### FY 2015/16

### Hemet Unified School District Hamilton High School Cost Analysis 57430 Mitchell Road, Anza, California

#### **ESTIMATED AMOUNTS**

#### **Total Square Footage to be Leased:**

Current Office:		5,400	SQFT			
Approximate Cost per SQFT (Jul - Jun) 5th Amendment	\$	0.56				
Lease Cost per Month (July - June) 5th Amendment			\$	3,017.73		
Total Lease Cost (July - Jun) 5th Amendment					\$	36,212.80
Total Estimated Lease Cost for FY 2016/17					\$	36,212.80
Estimated Additional Costs:						
Utility Cost per Square Foot Estimated Utility Costs per Month (July - June)	\$	0.12	\$	648.00	<del>-</del>	
Total Estimated Utility Cost					\$	7,776.00
EDA Lease Management Fee (Based @ 4.12%) - 5th Am	endment		\$	1,491.97	-	
Total EDA Lease Management Fee					\$	1,491.97
TOTAL ESTIMATED COST FOR FY 2016/17					\$	45,480.77

## Exhibit C

#### FY 2017/18-2019/20

# Department of Mental Health Lease Cost Analysis 57430 Mitchell Road, Anza, California

ESTIMATED AMOUNTS		FY 2016/17		FY 2017/18		FY 2018/19		FY 2019/20	
Total Square Footage to be Leased:									
Current Office:		5,400	SQF	Т					
Approximate Cost per SQFT (Jul - Jun) 5th Amendment	\$	0.56	\$	0.57	\$	0.58	\$	0.58	
Lease Cost per Month (July - June) 5th Amendment		3,046.01	\$	3,089.48	\$	3,119.18	\$	3,149.14	
Total Lease Cost (July - Jun) 5th Amendment		36,552.06	\$	37,073.70	\$	37,430.20	\$	37,789.70	
Total Estimated Lease Cost for FY 2017/18 to FY 2018/20		36,552.06	\$	37,073.70	\$	37,430.20	\$	37,789.70	
Estimated Additional Costs:									
Utility Cost per Square Foot Estimated Utility Costs per Month (July - June)	\$ \$	0.12 648.00	\$ \$	0.12 648.00	\$	0.12 648.00	\$	0.12 648.00	
Total Estimated Utility Cost	\$	7,776.00	\$	7,776.00	\$	7,776.00	\$	7,776.00	
EDA Lease Management Fee (Based @ 4.12%)		1,505.94	\$	1,527.44	\$	1,542.12	\$	1,556.94	
TOTAL ESTIMATED COST FOR FY 2017/18 to FY 2018/20	\$	45,834.00	\$	46,377.14	\$	46,748.32	\$	47,122.64	
TOTAL REMAINING COST:							\$	186,082.10	
TOTAL COST		F11: Total Cost					\$ 231,562.87		



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

Initial

#### NOTICE OF EXEMPTION

May 26, 2015

Project Name: County of Riverside, Fifth Amendment to Joint Use Agreement, Hemet Unified School District

**Project Number:** FM042100000200

**Project Location:** 57430 Mitchell Road, Anza CA 92539; Assessor Parcel Number: 575-050-045 (See attached exhibits)

**Description of Project**: The County Library provides public library services to the community of Anza through a joint use library at Hamilton High School located at 57430 Mitchell Road, Anza, California. This facility is operated in conjunction with Hemet Unified School District. On-going library operations are arranged by the County Librarian and maintained with oversight by the County Librarian. County of Riverside (County) proposes to amend and extend the term period of the lease with Hemet Unified School District (Lessor) five years, from July 1, 2015 through June 30, 2020. The original lease, dated June 17, 2003, wherein County leased a portion of a building from Lessor, has been amended by the First Amendment to Joint Use Agreement dated June 30, 2009, whereby the parties extended the term period, rental amounts, and library hours; by the Second Amendment to Joint Use Agreement dated July 13, 2010, whereby the parties extended the term period; by the Third Amendment to Joint Use Agreement dated June 28, 2011, whereby the parties extended the term period and rental amounts; and by the Fourth Amendment to Joint Use Agreement dated March 20, 2012, whereby the parties extended the term period and rental amounts. The lease dated June 17, 2003, together with its amendments, are collectively referred to as the "Lease." The parties now desire to amend the Lease to extend the term, custodial, and rental amounts. The proposed project is the letting of property involving existing facilities; no expansion of an existing use will occur. The leased premises consist of approximately 5,400 square feet for the purpose of providing adult literacy services to the communities through oneon-one literacy tutoring, English-as-a-Second-Language classes, and family literacy events.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency

**Exempt Status:** State California Environmental Quality Act (CEQA) Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b)(3), General Rule or "Common Sense" Exemption.

**Reasons Why Project is Exempt:** The Project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual

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circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The extension of the term of the lease is not anticipated to result in any significant physical environmental impacts.

- Section 15301 Class 1 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project as proposed is the extension to the term of an existing lease. The option to extend the lease will not increase or expand the use of the site, and merely allows for the continued use of the site in a similar capacity; therefore, the Project meets the scope and intent of the Class 1 Exemption.
- Section 15061 (b)(3) "Common Sense" Exemption. In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b)(3). The use of this exemption is appropriate if "it can be seen with certainty that that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the actively cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v Solano County Airport Land Use Comm'n* (2007) 41 Cal.4th 372.

  With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed extension to the term of the lease will not have an effect on the environment. The use and operation of the facility will be substantially similar to the existing uses and will not create any new

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

environmental impacts to the surrounding area. Therefore, in no way would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Date: 5/26/15

Signed:

John Alfred, Acting Senior Environmental Planner

County of Riverside, Economic Development Agency



57430 Mitchell Road, Anza CA 92539 Assessor Parcel Number: 575-050-045

#### RIVERSIDE COUNTY CLERK & RECORDER

#### AUTHORIZATION TO BILL BY JOURNAL VOUCHER

Project Name:	Fifth Amendment to Joint Use Agreement, Hemet Unified School District					
Accounting String:	Fund: 524830-47220-7200400000- FM042100000200					
DATE:	May 26, 2015					
AGENCY:	Riverside County Economic Development Agency					
	THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND OR THE ACCOMPANYING DOCUMENT(S).					
NUMBER OF DOCU	MENTS INCLUDED: One (1)					
AUTHORIZED BY:	John Alfred, Acting Senior Environmental Planner, Economic Development Agency					
Signature:	The Committee of the Co					
PRESENTED BY:	Maribel Hyer, Real Property Agent III, Economic Development Agency					
	-TO BE FILLED IN BY COUNTY CLERK-					
ACCEPTED BY:	— —					
DATE:	_					
RECEIPT # (S)	<del>-</del>					



Date:

May 26, 2015

To:

Mary Ann Meyer, Office of the County Clerk

From:

John Alfred, Acting Senior Environmental Planner, Project Management Office

Subject:

County of Riverside Economic Development Agency Project # FM042100000200

Fifth Amendment to Joint Use Agreement, Hemet Unified School District

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10<sup>th</sup> Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.

Attachment

cc: file

# FIFTH AMENDMENT TO JOINT USE AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE HEMET UNIFIED SCHOOL DISTRICT FOR JOINT USE OF FACILITIES LOCATED AT HAMILTON HIGH SCHOOL

#### 1. Recitals.

- a. Lessee and Lessor have entered into that certain Agreement dated June 17, 2003, (the "Original Agreement") pursuant to which Lessor has agreed to lease to Lessee and Lessee has agreed to lease from Lessor a portion of that certain building located at 57430 Mitchell Road, Anza, California (the "Building"), as more particularly described in the Original Agreement.
  - b. The Original Agreement has been amended by:
- i. That certain First Amendment to Joint Use Agreement dated June 30, 2009, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Lessee"), and HEMET UNIFIED SCHOOL DISTRICT OF CALIFORNIA, a California public school district, ("Lessor"), (the 1<sup>st</sup> Amendment), whereby the Parties amended the Agreement to extend the term period, rental amounts, and Library hours.
- ii. That certain Second Amendment to Joint Use Agreement dated July 13, 2010, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Lessee"), and HEMET UNIFIED SCHOOL DISTRICT OF CALIFORNIA, a California public school district, ("Lessor"), (the 2<sup>nd</sup> Amendment), whereby the Parties amended the Agreement to extend the term period.

iii. That certain Third Amendment to Joint Use Agreement dated June 28, 2011, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (Lessee), and HEMET UNIFIED SCHOOL DISTRICT OF CALIFORNIA, a California public school district, ("Lessor"), (the 3<sup>rd</sup> Amendment), to extend the term period, rental amounts, and the address for both parties under Notices.

iv. That certain Fourth Amendment to Joint Use Agreement dated March 20, 2012, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California (Lessee), and HEMET UNIFIED SCHOOL DISTRICT OF CALIFORNIA, a California public school district, ("Lessor"), (the 4<sup>rd</sup> Amendment), to extend the term period and rental amounts.

c. The Parties now desire to amend the Agreement to extend the term period, custodial and rental amounts.

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

- 2. Term of the Agreement. Section 4.2 of the Agreement shall be amended as follows: The term of this Agreement shall be extended for five (5) years commencing on July 1, 2015 and terminating on June 30, 2020.
- 3. Use Fee, Operation Expense, Maintenance and Repair. Section 4.8 of the Agreement shall be amended as follows: County agrees to pay an hourly fee equal to direct cost rate for the library facilities utilized based on the current hourly rate of \$30.88 with rate adjusted annually by two (2%) percent. If any additional service is required for weekend activities or special needs beyond the normal routine of school, custodial service at the current district rate schedule. Present district rate schedule is \$25.29 per hour (\$37.93 per hour overtime) for custodial services with a two hour minimum. The rate cannot be increased by more than two (2%) percent annually during the term of this agreement. Lessor shall provide maintenance.

**4. Custodial.** Section 4.10.3 of the Agreement shall be amended as follows:

Lessor shall provide custodial services; fees shall be included in the monthly rent.

**5. Rent.** Lessee shall pay to Lessor the yearly sum as rent for the leased premises during the term of this Agreement as indicated below:

Rent	Custodial	Yearly Amount	Period
\$25,692.16	\$10,520.64	\$36,212.80	July 1, 2015 to June 30, 2016
\$26,082.00	\$10,470.06	\$36,552.06	July 1, 2016 to June 30, 2017
\$26,603.64	\$10,470.06	\$37,073.70	July 1, 2017 to June 30, 2018
\$27,010.72	\$10,419.48	\$37,430.20	July 1, 2018 to June 30, 2019
\$27,420.80	\$10,368.90	\$37,789.70	July 1, 2019 to June 30, 2020

- 6. Capitalized Terms: Fifth Amendment to Joint Use Agreement to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this Fifth Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.
- 7. Miscellaneous. Except as amended or modified herein, all the terms of the Original Agreement shall remain in full force and effect and shall apply with the same force and effect. This is of the essence in this Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provision of this Amendment or the Agreement

shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to is normal and usual meaning and not strictly for or against either Lessor or Lessee. Neither this Amendment, nor the Original Agreement, nor any notice nor memorandum regarding the terms hereof, shall be recorded by County.

8. Effective Date. This Fifth Amendment to the Joint Use Agreement shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

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

Dated:JUN 3 0 2015	
COUNTY OF RIVERSIDE	HEMET UNIFIED SCHOOL DISTRICT
By: Marion Ashley Chairman, Board of Supervisors	leg By:  Its: Vincent Christakos  Assistant Supt., Business Services

ATTEST:

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By: Mra M. Gunzel

SYNTHIA M. GUNZEL

Deputy County Counsel

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ATTEST:
KECIA HARPER-IHEM, Clerk
DEPUTY

