

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



ITEM
3.6
(ID # 7948)

MEETING DATE:

Tuesday, February 26, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Third Amendment to Joint Use Agreement with Lake Elsinore Unified School District for the Joint Use of the Library Facilities located at the Lakeside High School, Lake Elsinore, Three Year Lease, CEQA Exempt, District 1, [\$94,128] County Library Fund 100% (Clerk of the Board to File the Notice of Exemption)

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 exemption and Section 15061(b)(3) "common sense" exemption;
2. Ratify and Approve the attached Third Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within 5 days of approval by Board.

ACTION: Policy

Robert Field, Assistant County Executive Officer/ECD

11/29/2018

Gregory L. Priamos, Director County Counsel

2/11/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: February 26, 2019
xc: EDA, Recorder

Kecia Harper
Clerk of the Board
By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$26,147	\$31,376	\$94,128	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: County Library Fund 100%			Budget Adjustment:	
			For Fiscal Year: : 2018/19- 2021/22	

C.E.O. RECOMMENDATION: Approved

BACKGROUND:

Summary

On August 10, 2004, County of Riverside (County) entered into a Joint Use Agreement (Agreement) with the Lake Elsinore Unified School District (District) for the joint use library facility located at Lakeside High School (Library). The Library provides public library services to the community of Lake Elsinore. The Library is 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 and maintained by the County Librarian.

This facility continues to meet the needs and requirements of the County. The County desires to extend the term an additional three years with this Third Amendment to the Agreement commencing September 1, 2018 through August 31, 2021.

Pursuant to the California Environmental Quality Act (CEQA), the Third Amendment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1 – Existing Facilities exemption and Section 15061(b)(3), “common sense” exemption. The proposed project, the Third Amendment, is the continuation of the use of property involving existing facilities with no tenant improvement alterations and no expansion of an existing use will occur.

The attached Third Amendment to the 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: September 1, 2018 through August 31, 2021.

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

Size: 10,000 square foot

Rent:	<u>Existing</u>	<u>New</u>
	\$ 0.13 per sq. ft.	\$ 0.14 per sq. ft.
	\$ 1,253.00 per month	\$ 1,348.33 per month
	\$15,036.00 per year	\$16,179.96 per year

Rental Adjustments: None

Utilities: Lessor

The attached Third Amendment to the Joint Use Agreement has 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 innovative programs and services to the entire community.

SUPPLEMENTAL:

Additional Fiscal Information

See attached Exhibits A, B & C. County Library has budgeted these costs in FY 2018/19.

Contract History and Price Reasonableness

This is a three year renewal. This contract has been in place since 2004.

Attachments:

- Exhibits A, B & C
- Third Amendment to Joint Use Agreement
- Notice of Exemption
- Aerial Image

RF:HM:VY:MH:ra LE028 19.986 13891
MinuteTrak: 7948

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


Rohini Basu, Principal Management Analyst 2/19/2019



Gregory V. Priamos, Director County Counsel 2/11/2019

Exhibit A

FY 2018/19

RUHS - Behavioral Health Lease Cost Analysis

32593 Riverside Drive, Lake Elsinore, CA

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:		10,000	SQFT	
Approximate Cost per SQFT (July - Aug)	\$	0.13		
Approximate Cost per SQFT (Sept - June)	\$	0.14		
Lease Cost per Month (July - Aug)		\$	1,253.00	
Lease Cost per Month (Sept - June)		\$	1,348.33	
Total Lease Cost (July - Aug)		\$	2,506.00	
Total Lease Cost (Sept - June)		\$	13,483.30	
Total Estimated Lease Cost for FY 2018/19		\$	15,989.30	

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12		
Estimated Utility Costs per Month		\$	1,200.00	
Total Estimated Utility Cost (July-Aug)		\$	2,400.00	
Total Estimated Utility Cost (Sept - June)		\$	12,000.00	
EDA Lease Management Fee - 3.89%		\$	97.48	
EDA Lease Management Fee - 4.92%		\$	663.38	
Total Estimated Cost for FY 2018/19		\$	31,150.16	
Amount Approved in Previous Agreement		\$	5,003.48	
Amount of FY18/19		\$	26,146.68	

Exhibit B

FY 2019/20

RUHS - Behavioral Health Lease Cost Analysis
32593 Riverside Drive, Lake Elsinore, CA

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:		10,000 SQFT	
Approximate Cost per SQFT (July - Aug)	\$	0.14	
Approximate Cost per SQFT (Sept - June)	\$	0.14	
Lease Cost per Month (July - Aug)		\$	1,348.33
Lease Cost per Month (Sept - June)		\$	1,348.33
Total Lease Cost (July - Aug)		\$	2,696.66
Total Lease Cost (Sept - June)		\$	13,483.30
Total Estimated Lease Cost for FY 2019/20		\$	16,179.96

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month		\$	1,200.00
Total Estimated Utility Cost			\$ 14,400.00
EDA Lease Management Fee - 4.92%			\$ 796.05
Total Estimated Cost for FY 2019/20		\$	31,376.01

Exhibit C

FY 2020/21 to FY 2021/2022
RUHS - Behavioral Health Lease Cost Analysis
32593 Riverside Drive, Lake Elsinore, CA

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office: 10,000

	FY 2020/21		FY 2021/22	
Approximate Cost per SQFT (July - Aug)	\$	0.14	\$	0.14
Approximate Cost per SQFT (Sept - June)	\$	0.14	\$	-
Lease Cost per Month (July - Aug)	\$	1,348.33	\$	1,348.33
Lease Cost per Month (Sept - June)	\$	1,348.33		
Total Lease Cost (July - Aug)	\$	2,696.66	\$	2,696.66
Total Lease Cost (Sept - June)	\$	13,483.30	\$	-
Total Estimated Lease Cost for FY 2020/21 to FY 2021/2022	\$	16,179.96	\$	2,696.66

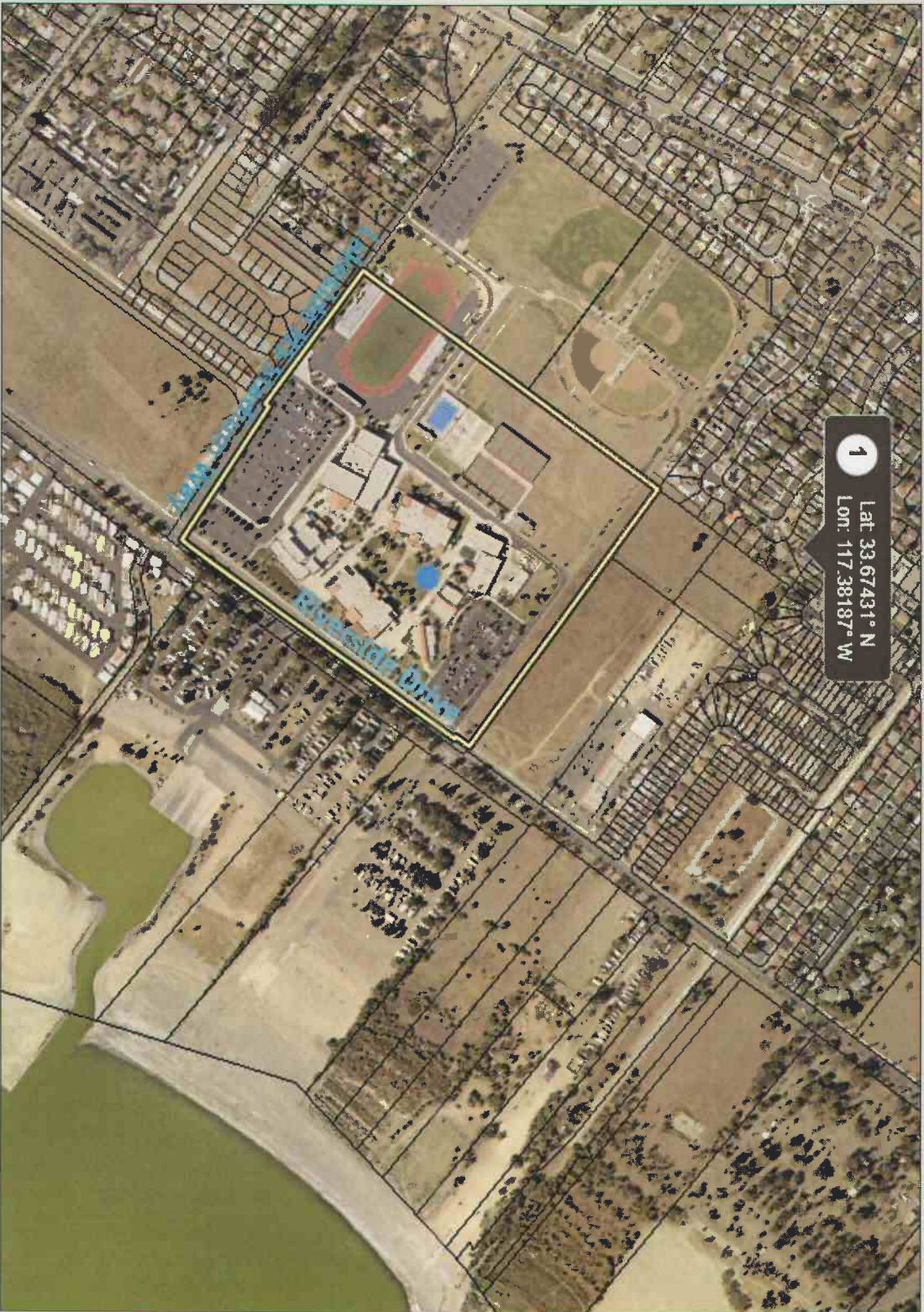
Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12	\$	0.12
Estimated Utility Costs per Month	\$	1,200.00	\$	1,200.00
Total Estimated Utility Cost	\$	14,400.00	\$	2,400.00
EDA Lease Management Fee - 4.92%	\$	796.05	\$	132.68
Total Estimated Cost for FY 2020/21 to FY 2021/2022	\$	31,376.01	\$	5,229.34

F11: Cost - Total Cost \$ 94,128.04

Lakeside Library, Joint Use Agreement

32593 Riverside Drive, Lake Elsinore, CA 92530



- Legend**
- Parcels
 - World Street Map

Notes

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



REPORT PRINTED ON: 1/23/2019 9:48:05 AM

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1 **THIRD 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 **THIRD AMENDMENT TO JOINT USE AGREEMENT** ("Third
6 Amendment"), dated as of February 26, 2019, is entered by and between the
7 **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County"),
8 and **LAKE ELSINORE UNIFIED SCHOOL DISTRICT**, a California unified school
9 district ("District"), sometimes collectively referred to as the "Parties."

10 **1. Recitals.**

11 a. County and District entered into that certain Joint Use Agreement
12 dated August 10, 2004 (the "Original Joint Use Agreement"), pursuant to which District
13 has agreed to lease to County and County has agreed to lease from District a portion
14 of that certain building located at 32593 Riverside Drive, Lake Elsinore, California (the
15 "Building"), as more particularly shown on Attachment "A", attached hereto and made a
16 part hereof.

17 b. The Original Joint Use Agreement has been amended by:

18 1. That certain First Amendment to the Joint Use Agreement
19 dated October 16, 2012, by and between the County and the District (the "First
20 Amendment"), whereby the Parties amended the Joint Use Agreement to extend the
21 term period, rental amounts, option to extend, and address for both parties under
22 Notices;

23 2. That Certain Second Amendment to the Joint Use
24 Agreement dated September 10, 2013, by and between the County and District (the
25 "Second Amendment"), whereby the Parties amended the Joint Use Agreement to
26 extend the term period, rental amounts, option to extend, and the address for both
27 Parties under Notices.

1 c. The Original Joint Use Agreement together with this Third
2 Amendment are collectively referred to as the "Joint Use Agreement."

3 d. The Parties now desire to amend the Agreement to extend the
4 term period and rental amounts.

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

7 **2. Term of Agreement.** Section 4.2 of the Joint Use Agreement shall be
8 amended with the following: The term of this Joint Use Agreement shall be extended
9 for three (3) years commencing September 1, 2018 through August 31, 2021.

10 **3. Use Fee, Operation Expense, Maintenance and Repair.** Section 4.8 of
11 the Joint Use Agreement shall be deleted in its entirety and replaced with the following:

12 County agrees to pay \$1,348.33 per month which includes maintenance,
13 custodial services and utilities. The hours of operation shall remain the same as
14 indicated in Attachment "B," attached hereto and incorporated herein by reference.
15 District to provide access to County at 2:30pm. Monday –Thursday. District to provide
16 supervision and staff during student library hours, and use due diligence and best
17 efforts to prevent any loss or theft to County's library collection. District's Textbook
18 Clerk shall provide library book check-out service to the public when available during
19 County's library hours and shall comply with County procedures. District Textbook
20 Clerk shall provide library book check-out services to students during school hours and
21 shall comply with County procedures.

22 **4. Capitalized Terms:** Third Amendment to Prevail. Unless defined herein
23 or the context requires otherwise, all capitalized terms herein shall have the meaning
24 defined in the Agreement. The provisions of this Third Amendment to the Joint Use
25 Agreement shall prevail over any inconsistency or conflicting provisions of the
26 Agreement.

27 **5. Miscellaneous.** Except as amended or modified herein, all the terms of
28 the Agreement shall remain in full force and effect and shall apply with the same force

1 and effect. Time is of the essence in this Third Amendment to the Joint Use
2 Agreement and the Agreement and each and all of their respective provisions. Subject
3 to the provisions of the Agreement as to assignment, the agreements, conditions and
4 provisions herein contained shall apply to and bind the heirs, executors, administrators,
5 successors and assigns of the parties hereto. If any provision of this Third Amendment
6 to the Joint Use Agreement or the Agreement shall be determined to be illegal or
7 unenforceable, such determination shall not affect any other provision of the
8 Agreement and all such other provisions shall remain in full force and effect. The
9 language in all parts of the Agreement shall be construed according to its normal and
10 usual meaning and not strictly for or against either District or County. Neither this Third
11 Amendment to the Joint Use Agreement, nor the Agreement, nor any notice nor
12 memorandum regarding the terms hereof, shall be recorded by County.

13 (Remainder of Page Intentionally Left Blank)

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1 **6. Effective Date.** This Third Amendment to the Joint Use Agreement shall
2 not be binding or consummated until its approval by the Riverside County Board of
3 Supervisors and fully executed by the Parties.

4 IN WITNESS WHEREOF, the parties have executed this Third Amendment to Joint
5 Use Agreement as of the date first written above.


6
7 Dated: _____ FEB 26 2019

8 COUNTY:

DISTRICT:

9 COUNTY OF RIVERSIDE

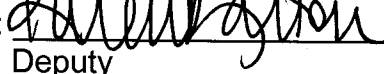
LAKE ELSINORE UNIFIED SCHOOL DISTRICT

10
11 By: 
12 Kevin Jeffries, Chairman
Board of Supervisors

By: 
Gregory J. Bowers, Assistant Superintendent

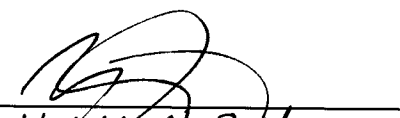
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14 ATTEST:

15 Kecia Harper ~~Heint~~
Clerk of the Board

16 By: 
17 Deputy

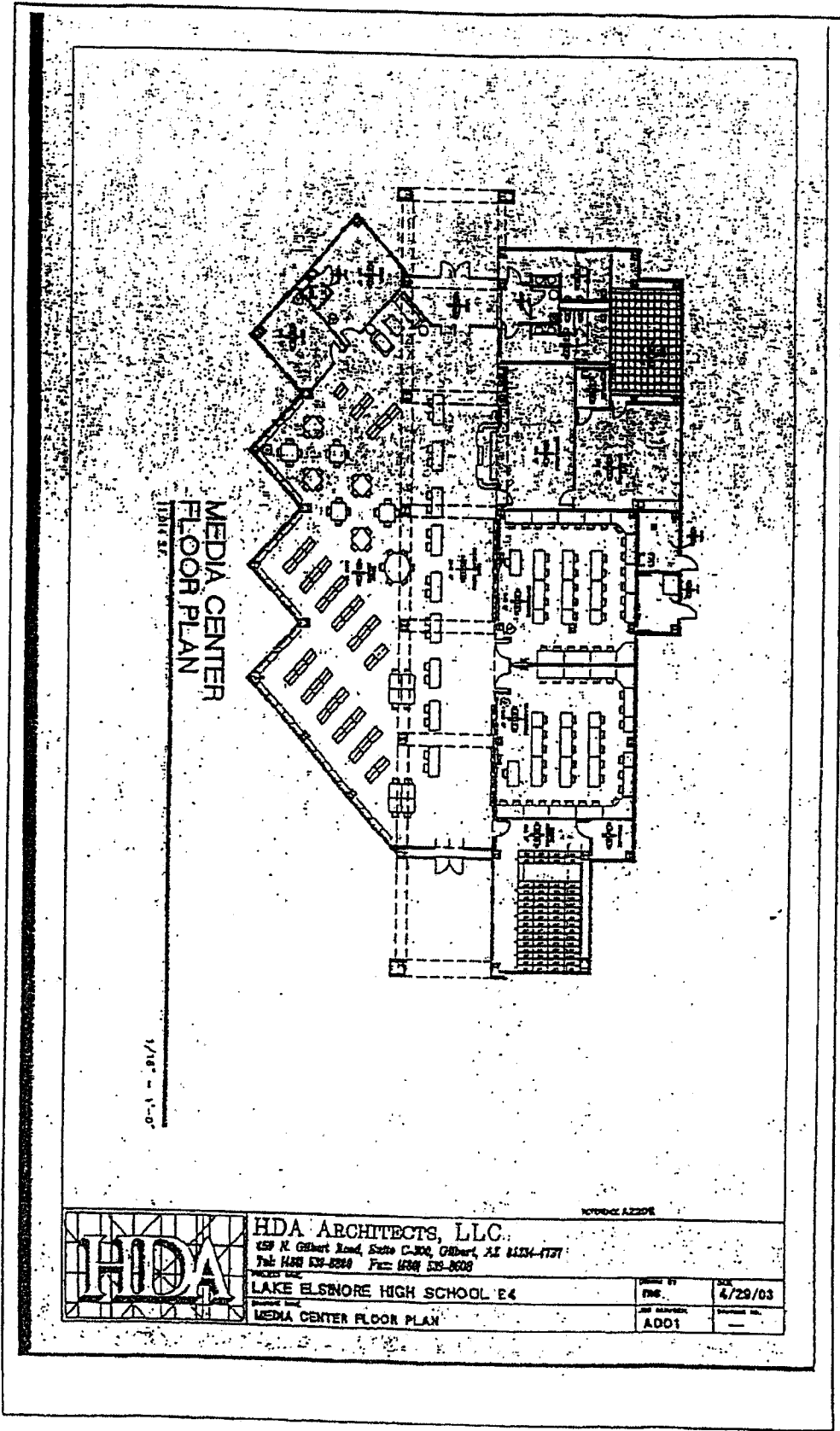
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19 APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

20
21 By: 
22 Gregory P. Priamos
23 Deputy County Counsel

24 MH:mc/011719/LE028/19.987
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ATTACHMENT "A"



	HDA ARCHITECTS, L.L.C. 459 N. Gilbert Road, Suite C-304, Gilbert, AZ 85234-1771 Tel: 480 535-8584 Fax: 480 535-8608		DRAWN BY TWP	DATE 4/29/03
	PROJECT NAME LAKE ELSNORE HIGH SCHOOL E4 MEDIA CENTER FLOOR PLAN		JOB NUMBER A001	REVISION NO. —

ATTACHMENT "B"

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Initial Hours of County Library Operations:

- Monday, Tuesday and Thursday 3:00 p.m. – 8:00 p.m.
- Wednesday – 3:00 p.m. – 8:00 p.m.
- Friday – Closed
- Saturday – 10:00 a.m. – 8:00 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



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

2/26/19
Date

W
Initial

NOTICE OF EXEMPTION

August 9, 2018

Project Name: County of Riverside, Economic Development Agency (EDA) Lakeside Library Third Amendment to Joint Use Agreement – Lake Elsinore, County of Riverside

Project Number: FM042431002800

Project Location: 32593 Riverside Drive, south of Le Harve Street, Lake Elsinore, California 92530; Assessor's Parcel Number (APN) 379-050-038; (See Attached Exhibit)

Description of Project: On August 10, 2004, County of Riverside entered into a Joint Use Agreement with Lake Elsinore Unified School District for the joint use of the facility (Lakeside Library) located at Lakeside High School. The Lakeside Library provides public library services to the community of Lake Elsinore located at 32593 Riverside Drive, Lake Elsinore, California and is operated in conjunction with Lake Elsinore Unified School District. This facility continues to meet the needs and requirements of the library and County desires to amend the existing Joint-Use Agreement to extend the term an additional three years commencing upon board approval and terminating August 31, 2021. The Third Amendment to the Joint-Use Agreement with Lake Elsinore Unified School District is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would involve the letting of library space and would involve ongoing use, maintenance and repair of the facility. No expansion of the existing library will occur. The operation of the facility will continue to provide library services and no additional direct or indirect physical environmental impacts are anticipated.

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, and Lake Elsinore Unified School District

Exempt Status: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

Reasons Why Project is Exempt: The proposed project is categorically 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 an impact to an environmental resource of hazardous or critical concern nor does the project have unusual circumstances that could possibility have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Joint-Use Agreement for the use and operation of the Lakeside Library.

FEB 26 2019 3.6

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

org

Administration
Aviation
Business Intelligence
Cultural Services
Community Services
Custodial

Housing
Housing Authority
Information Technology
Maintenance
Marketing

Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

**Project Name: Lakeside Library Third Amendment to Joint-Use Agreement, Lake
Elsinore, Riverside County, California**

Accounting String: 524830-47220-7200400000 - FM042431002800

DATE: August 9, 2018

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND
HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic
Development Agency

Signature: 

PRESENTED BY: Maribel Hyer, Senior Real Property Agent, Economic Development
Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: August 9, 2018

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM042431002800**
Lakeside Library Third Amendment to Joint-Use Agreement, Lake Elsinore, Riverside County, California

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: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file