

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



ITEM: 3.21
(ID # 17429)

MEETING DATE:

Tuesday, January 25, 2022

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Ratification and Approval of Fourth Amendment to Joint Use Agreement Between the County of Riverside and Lake Elsinore Unified School District for the Joint Use of Facilities at Lakeside High School, Lake Elsinore, Three-Year Extension, CEQA Exempt, District 1. [\$50,899, 100% County Library Fund] (Clerk to file 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 Fourth Amendment to Joint Use Agreement between the County of Riverside and Lake Elsinore Unified School District, and authorize the Chair 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 five (5) days of approval by the Board.

ACTION:Policy

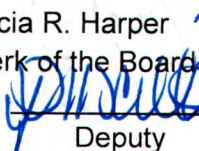

Rose Salgado, Director of Facilities Management 1/15/2021


Suzanne Holland, Director of Office of Economic Development 12/20/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel seconded by Supervisor Washington 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: January 25, 2022
xc: FM-RE, Recorder

Kecia R. 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	\$11,311	\$16,966	\$ 50,899	\$0
NET COUNTY COST	\$ 0	\$0	\$0	\$ 0
SOURCE OF FUNDS: 100% County Library Fund			Budget Adjustment: No	
			For Fiscal Year: 2021/22- 2024/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 10, 2004, County of Riverside (County), on behalf of Riverside County Library System (RCLS) 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 (3) years with this Fourth Amendment to the Agreement commencing November 1, 2021 through October 31, 2024.

Pursuant to the California Environmental Quality Act (CEQA), the 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 Amendment, is the letting of property where no or negligible expansion of an existing use will occur.

The attached Fourth 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: November 1, 2021 through October 31, 2024. Both Parties have the option to terminate the agreement with 90 day written notice.

**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.	\$ 0.13 per sq. ft.
	\$ 1,348.33 per month	\$ 1,348.33 per month
	\$16,179.96 per year	\$16,179.96 per year

Rental Adjustments: None

Utilities: Lessor

The attached Fourth 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. All associated costs for this Lease extension will be budgeted in FY21/22-FY24/25 by RCLS. RCLS will reimburse FM-RE for all associated Lease costs on a monthly basis.

Contract History and Price Reasonableness

This is a three-year renewal. The lease rate is deemed to be a reasonable lease rate for this area of the County

The Joint Use Agreement has been amended three times previously for rent adjustments and extensions:

<u>Amendment</u>	<u>Date and M.O.</u>
Joint Use Agreement	August 10, 2004 (M.O. 3-91)
First Amendment to Joint Use Agreement:	October 16, 2012 (M.O. 3-21)
Second Amendment to Joint Use Agreement:	September 10, 2013 (M.O. 3-34)
Third Amendment to Joint Use Agreement:	February 26, 2019 (M.O. 3-6)

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

ATTACHMENTS

- Exhibits A, B & C
- Fourth Amendment to Joint Use Agreement

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

ATTACHMENTS

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

CD:sc/1112022/LE028/30.615


Meghan Hahn, Senior Management Analyst

1/13/2022


Gregory J. Priamos, Director County Counsel

1/10/2022

Exhibit A

FY 2021/22

RCLS- Lakeside Library

32593 Riverside Drive, Lake Elsinore

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	10,000 SQFT	
Approximate Cost per SQFT (Nov-June)	\$ 0.13	
Lease Cost per Month (Nov-June)	\$ 1,348.33	
Total Lease Cost (Nov-June)		\$ 10,786.64
Total Estimated Lease Cost for FY 2021/22		\$ 10,786.64
FM Lease Management Fee as of 7/1/2021	4.86%	\$ 524.23
TOTAL ESTIMATED COST FOR FY 2021/22		\$ 11,310.87
TOTAL COUNTY COST	0%	\$ -

Exhibit B

FY 2022/23

RCLS- Lakeside Library
32593 Riverside Drive, Lake Elsinore

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	10,000 SQFT	
Approximate Cost per SQFT(July-Oct)	\$ 0.13	
Approximate Cost per SQFT(Nov-June)	\$ 0.13	
Lease Cost per Month(July-Oct)	\$ 1,348.33	
Lease Cost per Month(Nov-June)	\$ 1,348.33	
Total Lease Cost(July-Oct)		\$ 5,393.32
Total Lease Cost(Nov-June)		\$ 10,786.64
Total Estimated Lease Cost for FY 2022/23		\$ 16,179.96
FM Lease Management Fee as of 07/01/2021	4.86%	\$ 786.35
TOTAL ESTIMATED COST FOR FY 2022/23		\$ 16,966.31
TOTAL COUNTY COST	0%	\$ -

Exhibit C

FY 2023/24 to FY 2024/25
RCLS- Lakeside Library
32593 Riverside Drive, Lake Elsinore

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office: 10,000 SQFT

		FY 2023/24		FY2024/25
Approximate Cost per SQFT(July-Oct)	\$	0.13	\$	0.13
Approximate Cost per SQFT(Feb-June)	\$	0.13		
Lease Cost per Month(July-Oct)		1,348.33	\$	1,348.33
Lease Cost per Month(Feb-June)		1,348.33		
Total Lease Cost(July-Oct)	\$	5,393.32	\$	5,393.32
Total Lease Cost(Feb-June)	\$	10,786.64		
Total Estimated Lease Cost for FY 2023/24 to FY 2024/25	\$	16,179.96	\$	5,393.32
FM Lease Management Fee as of 7/01/2021 4.86%	\$	786.35	\$	262.12
TOTAL ESTIMATED COST FOR FY 2023/24 to FY 2024/25	\$	16,966.31	\$	5,655.44
F11 Total Cost	\$	50,898.92		
F11 Total County Cost 0%	\$	-		

**FOURTH AMENDMENT TO THE
JOINT USE AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE
LAKE ELSINORE UNIFIED SCHOOL DISTRICT FOR JOINT USE OF FACILITIES
LOCATED AT LAKESIDE HIGH SCHOOL**

THIS FOURTH AMENDMENT made and entered into this 16th day of December, 2021 (“Effective Date”), by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California (“County”), and LAKE ELSINORE UNIFIED SCHOOL DISTRICT, a California Unified school district (“District”) (individually a “Party” and collectively “the Parties”).

RECITALS

A. WHEREAS, County and District entered into that certain Joint Use Agreement dated August 10, 2004 (the "Original Joint Use Agreement"), pursuant to which District has agreed to grant to the County the use of that certain building located at 32593 Riverside Drive, Lake Elsinore, California (the "Building"), as more particularly shown on Attachment "A", attached hereto and made a part hereof;

B. WHEREAS, The Original Joint Use Agreement has been amended by:

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

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

3. That certain Third Amendment to the Joint Use Agreement dated February 26, 2019 by and between the County and District (the "Third Amendment"), whereby the Parties amended the Joint Use Agreement to extend the term period and the rental amounts.

C. WHEREAS, the Original Joint Use Agreement together the prior amendments and this Fourth Amendment are collectively referred to as the "Joint Use Agreement."

D. WHEREAS, The Parties now desire to amend the Joint Use Agreement to extend the term period and rental amounts.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises of the covenants hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Term of Agreement.** Section 4.2 of the Joint Use Agreement shall be amended as follows:

The term of the Joint Use Agreement shall be extended for an additional three (3) years. Thus, the term of this Fourth Amendment shall commence on September 1, 2021 and continue through August 31, 2024 (the "New Term"). At any time during the New Term, the District or County may, at its sole discretion, terminate the Joint Use Agreement in its entirety upon issuing written notice of termination to the other Party at least ninety (90) days prior to the termination date. Upon termination, either Party shall in no event be responsible for any penalty, cost, or damage as a result of such termination.

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

County agrees to pay \$1,348.33 per month which includes maintenance, custodial services and utilities. The hours of operation shall remain the same as indicated in Attachment "B," attached hereto and incorporated herein by reference. The District shall provide supervision and staff during student library hours, and use due diligence and best efforts to prevent any loss or theft to County's library collection. District's Textbook Clerk shall provide library book check-out service to the public when available during County's library hours.

3. **COVID-19 Considerations.** The Parties recognize that the New Term set forth in this Amendment shall continue during the COVID-19 pandemic. The Parties shall work together in good faith to establish a protocol implementing safety procedures to comply with any current or future regulation or rule issued by any governmental agency and/or as deemed necessary to protect against COVID-19. Such actions may include, is not limited to, implementing mask requirements, social distancing protocols, and providing extra sanitation through the Building. The District, at its sole discretion, may require compliance with such COVID-19 protocol for anyone entering the Building and County shall work with the District to ensure compliance. Notwithstanding this provision, the District makes no representation or warranty regarding the condition of the Building with respect to the COVID-19 virus and shall not be responsible or liable for any harm or damage related to the COVID-19 virus incurred by any person using or entering the Building. The District, at its sole discretion, may limit or prohibit access to the Building at any time during the New Term as the District deems necessary to comply with any governmental rule, regulation, or guideline related to COVID-19 or otherwise necessary to address any COVID-19 related issue.

4. **Term and Conditions.** All terms, conditions, and requirements set forth in the Original Joint Use Agreement (including the prior amendments) shall apply in full force and effect, except as explicitly stated herein.

5. **Binding.** The Parties and each of their signatories hereto warrant that each has the power and authority to execute this Amendment. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Original Joint Use Agreement.

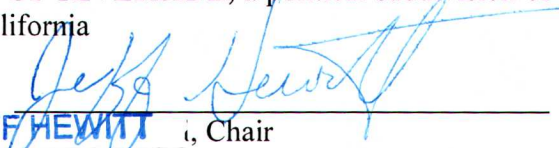
6. **Entire Agreement.** This Amendment, along with the Original Joint Use Agreement that have not been altered or removed pursuant to this Amendment, incorporates all of

the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof and therefore, constitutes the complete and final Agreement. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by the Parties.

7. **Effect of Recitals.** The Recitals above are deemed true and correct, are hereby incorporated into this Section as though fully set forth herein, and the Parties acknowledge and agree that they are each bound by the same.

IN WITNESS WHEREOF the Parties hereto have executed this Amendment as of the Effective Date.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: 
JEFF HEWITT, Chair
Board of Supervisors


LAKE ELSINORE UNIFIED SCHOOL DISTRICT, a California Unified School District

By: 
Its: _____

ATTEST:
KEGIA R. HARPER, Clerk
By: 
DEPUTY

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 
Ryan Yabko
Deputy County Counsel

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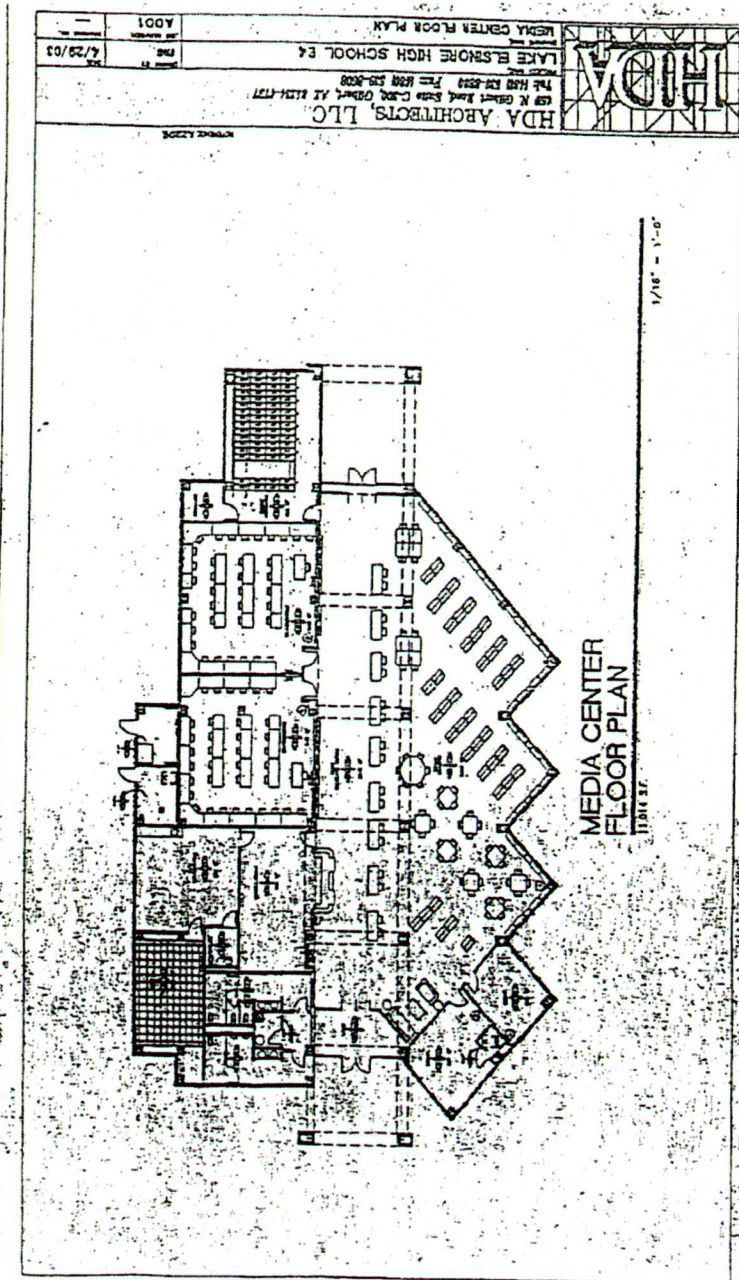


EXHIBIT A

EXHIBIT B

Initial Hours of County Library Operations:

Monday through 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.

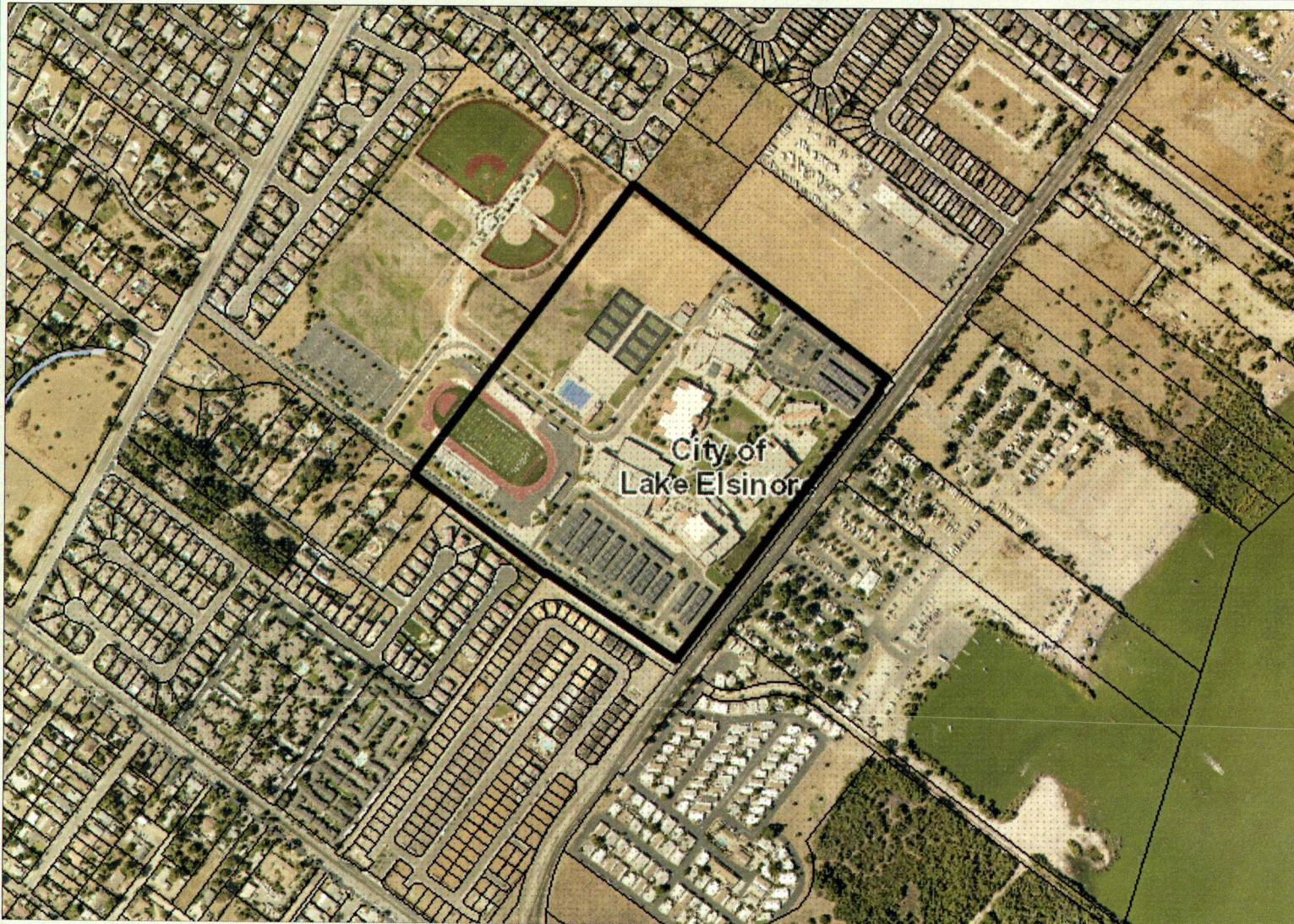
Holiday Schedule:

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

Lakeside Library Amendment

32593 Riverside Drive, Lake Elsinore



Legend

-  Parcels
-  Blueline Streams
-  City Areas



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.

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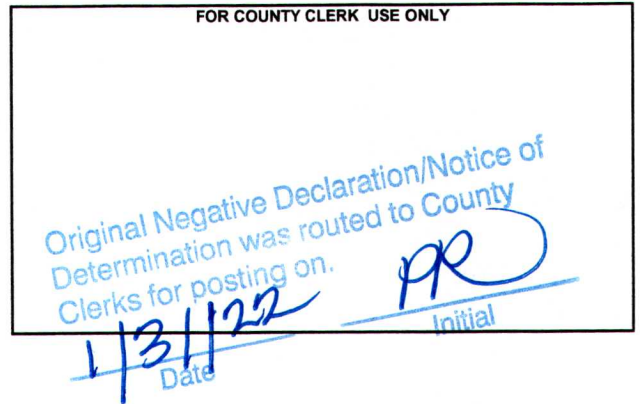
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Notes

District 1

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA



NOTICE OF EXEMPTION

October 20, 2021

Project Name: Lakeside High School Joint Use Agreement Fourth Amendment to Lease

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

Description of Project: On August 10, 2004, County of Riverside (County), on behalf of Riverside County Library System (RCLS) 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 is seeking to extend the term an additional three years through a fourth amendment to the Lease Agreement commencing November 1, 2021 through October 31, 2024. The Fourth Amendment to the Lease 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 space and would involve ongoing use of an existing facility. No expansion of the existing facility will occur. The operation of the facility will continue to provide public services and no additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

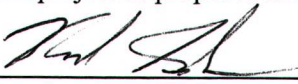
Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

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 would the project involve unusual circumstances that could potentially 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 three-year extension of the Lease.

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- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical 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 limited to an extension of an existing lease for the joint use of Lakeside High School library. The Fourth Amendment will extend the Lease for an additional three-year term; will not require physical modifications to the existing building which would increase or expand the use of the site; and is limited to the continued use of the site in a similar capacity. Therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **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 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 activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed extension of the Lease will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. 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.

Therefore, the County of Riverside Facilities Management 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.

Signed:  Date: 10/20/21
Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

**Project Name: First Amendment to Lease Agreement with Verizon Wireless, Corona
Administrative Center**

Accounting String: 524830-47220-7200400000 - FM047166001400

DATE: October 20, 2021

AGENCY: Riverside County Facilities Management

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, Facilities Management**

Signature: 

PRESENTED BY: **Peter Komar, Real Property Agent II, Facilities Management**

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside
Facilities Management
3133 Mission Inn Avenue, Riverside, CA 92507

Date: October 20, 2021
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk
From: Mike Sullivan, Senior Environmental Planner, Facilities Management
Subject: **County of Riverside Facilities Management Project # FM047166001400**
First Amendment to Lease Agreement, Corona County Administrative Center

The Riverside County's Facilities Management'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 #2600

Attention: Mike Sullivan, Senior Environmental Planner,

Facilities Management,

3133 Mission Inn Avenue, Riverside, CA 92507

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

Attachment

cc: file