

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



ITEM: 3.2
(ID # 26401)

MEETING DATE:
Tuesday, January 07, 2025

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE): Ratification and Approval of Fifth 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, One-Year Extension, California Environmental Quality Act Exempt pursuant to State CEQA Guidelines Section 15301 and 15061(b)(3), District 2. [Total Cost: \$16,963; 100% County Library Fund] (Clerk to file Notice of Exemption with County Clerk and State Clearinghouse)

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 Fifth 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 and State Clearinghouse within five (5) days of approval by the Board.


ACTION:Policy


Suzanne Holland, Director of Office of Economic Development 12/17/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Perez and Gutierrez
Nays: None
Absent: Washington
Date: January 7, 2025
xc: FM, State Clearinghouse, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$14,136	\$2,827	\$16,963	\$0
NET COUNTY COST	\$ 0	\$0	\$0	\$ 0
SOURCE OF FUNDS: 100% County Library Fund			Budget Adjustment: No	
			For Fiscal Year: 2024/25-2025/26	

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 a joint use library facility located at Lakeside High School (Library) 32593 Riverside Drive, Lake Elsinore, California. This current RCLS Library provides services to the community in and around Lake Elsinore and including the unincorporated area of Lakeland Village and is operated in conjunction with the District.

The County desires to extend the term one final and additional year with this Fifth Amendment to the Agreement (Fifth Amendment), commencing September 1, 2024 through August 31, 2025. The intent is for the library services to transfer into the new Lakeland Village Library that is currently under construction but set to be completed in 2025.

Pursuant to the California Environmental Quality Act (CEQA), the Fifth Amendment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption. The proposed project, the Fifth Amendment, is the letting of property involving existing facilities, moderate tenant improvements and alterations will be performed, no expansion of an existing use will occur.

The attached Fifth 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, 2024 through August 31, 2025.

Size: 10,000 square feet

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Rent:	<u>Existing</u>	<u>New</u>
	\$ 0.13 per sq. ft. \$ 1,348.33 per month \$16,179.96 per year	\$ 0.13 per sq. ft. \$ 1,348.33 per month \$16,179.96 per year
Rental Adjustments:	None	
Utilities:	Provided by Lessor	
Custodial:	Provided by Lessor	

The attached Fifth Amendment 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 Financial Exhibits A & B. All associated costs for this Lease extension will be budgeted in 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 one-year extension. The lease rate is deemed to be a reasonable lease rate for this area of the County.

The Joint Use Agreement has been amended four 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)
Fourth Amendment to Joint Use Agreement:	January 25, 2022 (M.O. 3.21)

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ATTACHMENTS

- Financial Exhibits A&B_MT26401
- Fifth Amendment to Joint Use Agreement
- Notice of Exemption
- Aerial Map


Evangelina Gregorio EO, Principal Mgmt Analyst 12/26/2024


Aaron Gettis, Chief of Deputy County Counsel 12/19/2024

**AMENDMENT TO THE JOINT USE LIBRARY AGREEMENT
WITH THE COUNTY OF RIVERSIDE FOR THE LAKESIDE HIGH SCHOOL
LIBRARY**

THIS AMENDMENT made and entered into this 7th day of January 2025 (“Effective Date”), by and between the Riverside County Office of Economic Development (“County”) and Lake Elsinore Unified School District (“District”) (individually a “Party” and collectively “the Parties”).

RECITALS

WHEREAS, the Parties previously entered into that certain Joint Use Agreement (the “Agreement”) in which the District allowed the County to access and specified space within the District’s Lakeside High School located at 32593 Riverside Drive, Lake Elsinore Ca 92530 and further identified at the “Lakeside Library”;

WHEREAS, the term of the Agreement expired on August 31, 2024 but the Parties have mutually agreed to extend the term of the Agreement to allow the County to continue to access the Lakeside Library pursuant to the terms and conditions set forth in the Agreement;

WHEREAS, where any Article or portion of the Agreement is amended or superseded by this Amendment, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. This Amendment, taken together with the Agreement, represents an agreement and understanding between the Parties, hereinafter referenced as the “Agreement.”

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**. The Parties hereby agree that the Agreement shall be deemed in full force and effect from the Effective Date of the Agreement and shall extend through August 31, 2025 (the “Term”).

2. **Rent**. Throughout the Term, the County shall pay to the District a total monthly rent of One Thousand Three Hundred Forty Eight Dollars and Thirty Three Cents (\$1,348.33) pursuant to the terms and conditions set forth in the Agreement.

3. **Term and Conditions**. All terms, conditions, and requirements set forth in the Agreement shall apply in full force and effect throughout the Term except as explicitly stated herein.

4. **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 Agreement.

5. Entire Agreement, Waivers and Amendments. This Amendment, along with the 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. .

6. Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.

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 District and County 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.

ATTEST:
KIMBERLY A. RECTOR, Clerk

By  _____
DEPUTY

COUNTY OF RIVERSIDE

By:  _____

Its: CHAIR, BOARD OF SUPERVISORS
V. MANUEL PEREZ

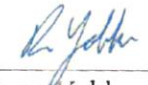
LAKE ELSINORE UNIFIED SCHOOL DISTRICT

By:  _____

Its: Assistant Sup't, Facilities + Operations


APPROVED AS TO FORM

Minh C. Tran
County Counsel



Ryan Yabko
Deputy County Counsel

County of Riverside
Facilities Management
3450 14th St, 2nd Floor, Riverside, CA

FOR COUNTY CLERK USE ONLY		
FILED / POSTED		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202500006		
01/07/2025 04:17 PM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

November 19, 2024

Project Name: Approval of Fifth Amendment to Joint Use Agreement with Lake Elsinore Unified School District for Joint Use of Facilities at Lakeside High School, Lake Elsinore

Project Number: FM042431002800

Project Location: 32593 Riverside Drive, south of Le Harve Street, Lake Elsinore, California, 92530, Assessor's Parcel Number (APN): 379-050-067

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) 32593 Riverside Drive, Lake Elsinore, California. The library provides public library services to the community of Lake Elsinore, and it is operated in conjunction with Lake Elsinore Unified School District. On-going library operations are arranged and maintained by the County Librarian. The County desires to extend the term one (1) additional year with this Fifth Amendment to the Agreement (Fifth Amendment), commencing September 1, 2024 through August 31, 2025. The Fifth 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 Joint Use Agreement would result in the use of an existing library facility and would not result in alteration of the existing building footprint or result in a significant increase in capacity of use. 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), "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 Agreement, permitting continued use of an existing library.

- **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 amendment to a Joint Use Agreement for continued use of an existing library facility and would include the continued maintenance and repairs of the facility to keep the library functional. The use of the facility by the County would be consistent with the current land use, and would not require any expansion of public services and facilities; 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 Joint Use Agreement is limited to a contractual transaction to continue use of an existing facility. The indirect effects would be limited to existing maintenance and use of an existing building containing a library. The Joint Use Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will not differ from the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the minor maintenance and continued use of the facility 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: 11-19-2024
Mike Sullivan,
County of Riverside, Facilities Management

Document Root (Read-Only)

Selected Document

2025010208 - NOE - Approval of Fifth Amendment to Joint Use Agreement with Lake Elsinore Unified School District for Joint Use of Facilities at Lakeside High School, Lake Elsinore

Riverside County

Created - **1/8/2025** | Submitted - **1/8/2025** | Posted - **1/8/2025** | Received - **1/8/2025** | Published - **1/8/2025**

Naomy Sicra

Document Details

Public Agency

Riverside County

Document Type

Notice of Exemption

Document Status

Published

Title

Approval of Fifth Amendment to Joint Use Agreement with Lake Elsinore Unified School District for Joint Use of Facilities at Lakeside High School, Lake Elsinore

Document Description

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) 32593 Riverside Drive, Lake Elsinore, California. The library provides public library services to the community of Lake Elsinore, and it is operated in conjunction with Lake Elsinore Unified School District. On-going library operations are arranged and maintained by the County Librarian. The County desires to extend the term one (1) additional year with this Fifth Amendment to the Agreement (Fifth Amendment), commencing September 1, 2024 through August 31, 2025. The Fifth 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 Joint Use Agreement would result in the use of an existing library facility and would not result in alteration of the existing building footprint or result in a significant increase in capacity of use. No additional direct or indirect physical environmental impacts are anticipated.

Attachments (Upload Project Documents)

NOE_Approval of Fifth Amendment to Joint Use Agreement.pdf

Exhibit A

FY 2024/25

Lakeside Library (OED)

32593 Riverside Drive, Lake Elsinore, CA 92530

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	10,000	SQFT	
Approximate Cost per SQFT (Jul-Aug)	\$	-	
Approximate Cost per SQFT (Sep-Jun)	\$	0.13	
Lease Cost per Month (Jul-Aug)	\$	-	
Lease Cost per Month (Sep-Jun)	\$	1,348.33	
Total Lease Cost (Jul-Aug)	\$	-	
Total Lease Cost (Sep-Jun)	\$	13,483.30	
Total Estimated Lease Cost for FY 2024/25	\$	13,483.30	
FM Lease Management Fee as of 07/01/2024	4.84%	\$	652.59
TOTAL ESTIMATED COST FOR FY 2024/25		\$	14,135.89
TOTAL COUNTY COST	0.00%	\$	-

Exhibit B

FY 2025/26

Lakeside Library (OED)

32593 Riveside Drive, Lake Elsinore, CA 92530

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	10,000	SQFT	
Approximate Cost per SQFT (Jul-Aug)	\$	0.13	
Approximate Cost per SQFT (Sep-Jun)	\$	-	
Lease Cost per Month (Jul-Aug)		\$	1,348.33
Lease Cost per Month (Sep-Jun)		\$	-
Total Lease Cost (Jul-Aug)		\$	2,696.66
Total Lease Cost (Sep-Jun)		\$	-
Total Estimated Lease Cost for FY 2025/26		\$	2,696.66
FM Lease Management Fee as of 07/01/2024	4.84%	\$	130.52
TOTAL ESTIMATED COST FOR FY 2025/26		\$	2,827.18

F11 Total Cost **\$ 16,963.07**

Office of Economic Development - Perris Library

163 E. San Jacinto Avenue, Perris, CA 92570



Legend



0 94 188 Feet

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... 11/13/2024 2:53:13 PM

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Notes

APN 313-091-006
Leased area outlined in blue
District 2