

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



ITEM
3.12
(ID # 2743)

MEETING DATE:

Tuesday, February 7, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Amended and Restated Joint Use Agreement Between the County of Riverside and the Perris Unified School District for the Joint Use of Facilities at Paloma Valley High School, 1 – Year Extension, CEQA Exempt, District 5, [\$33,935] 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) "Common Sense Exemption";
2. Approve the attached Amended and Restated Joint Use Agreement 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 upon approval by the Board.


ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA 1/25/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: February 7, 2017
xc: EDA, Recorder

Kecia Harper-Ihem
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	\$ 33,935	\$ 0	\$33,935	\$0
NET COUNTY COST	\$ 0	\$ 0	\$0	\$0
SOURCE OF FUNDS: County Library Fund 100%			Budget Adjustment: No	
			For Fiscal Year: 2016/17	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

SUMMARY

The County Library provides public library services for the City of Menifee through a joint use agreement with the Perris Union High School District. The County provides these library services at the library located at 31375 Bradley Road, Menifee, California. This facility is operated as a joint-use facility in conjunction with the District. On-going library operations and maintenance are managed 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 extends the Agreement for an additional year commencing July 1, 2016, and terminating on June 30, 2017.

The attached Amended and Restated Joint Use Agreement is summarized below:

Lessee's Address: Perris Union High School District
155 East Fourth Street
Perris, California 92530

Location: 31375 Bradley Road
Menifee, California 92584

Square Footage: 5,000

Term: July 1, 2016, through June 30, 2017

Rent: \$2,827.92 per month effective July 1, 2016

Rental Adjustments: None

The attached Amended and Restated Joint Use Agreement been approved as to form by County Counsel.

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

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:

There is no additional net County cost associated with this project and no budget adjustment is required.

Contract History and Price Reasonableness

This is a one year renewal. This contract has been in place since 2002.

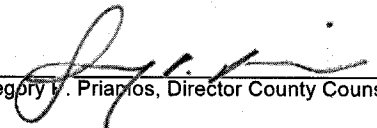
Attachment:

Exhibits A, B & C

Amended and Restated Joint Use Agreement

Notice of Exemption

RF:JWW:VC:VY:MH:ra MN005 18.504 13377 MinuteTraq ID 2743



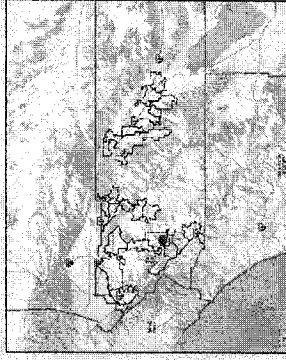
Gregory V. Priaplos, Director County Counsel 1/25/2017

Joint Use Agreement - Paloma Valley High School

Library



Legend



Notes
31375 Bradley Road
Menifee, CA 92584

"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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**AMENDED AND
RESTATED JOINT USE
AGREEMENT
BETWEEN THE
COUNTY OF
RIVERSIDE AND THE
PERRIS UNION HIGH SCHOOL
DISTRICT FOR THE
JOINT USE OF FACILITIES AT PALOMA VALLEY HIGH
SCHOOL**

1. PARTIES

This AMENDED AND RESTATED JOINT USE AGREEMENT ("Agreement") is made and entered between the County of Riverside of the State of California, a political subdivision of the State of California ("County"), and the Perris Union High School District of California, a California public school district (District"). The date last executed by the parties is the Effective Date.

This agreement is made with reference to the following facts:

2. RECITALS

- 2.1. Whereas, Section 17077.40 of the Education Code, of the State of California authorizes a District to enter into a contract with the County or other appropriate entity having responsibility for the provision of public library services in which the District is located, for the purposes of operating a joint-use library facility at a school site owned by the District; and
- 2.2. Whereas, the County and the District initially entered into a Joint Use Agreement on June 25, 2002 (the "Original Joint Use Agreement") after a determination that through cooperative efforts the best library services could be provided with a combined pooling of public resources; and
- 2.3. Whereas, a need for library facilities and services continues to exist in the Community of Menifee; and
- 2.4. Whereas, the County and the District now seek amend and restate the Original Joint Use Agreement to extend the term and to define the responsibilities and rights of the parties concerning the joint use of the District's facilities.

NOW THEREFORE, in consideration of their mutual premises, the parties hereto do agree as follows:

3. DEFINITIONS

- 3.1. "County" is Riverside County, a political subdivision of the State of California.
- 3.2. "District" is Perris Union High School District, a California public school district.
- 3.3. "District Facilities" is the Paloma Valley High School, located at 31375 Bradley Rd, in the City of Menifee.
- 3.4. "District Library Facility" is the library/media facility located at Paloma Valley High School.
- 3.5. "County Library" is the library operation and facilities jointly utilizing Paloma Valley High School.

As the term is used herein, "County Library Service" shall mean the provision of books, audio-visual materials, information, and programming to all potential users by the County Library for their educational, cultural, informational, and recreational needs.

3.6. Sponsored Group Defined

As the term is used herein, the context of the County Library sponsoring a group who may use a School District Facility, a "Sponsored Group" shall mean one or more persons, or groups organized for the explicit purpose of promoting, fund raising, or implementing programs for the direct benefit of the County Library.

Request for use by Sponsored Groups during times outside the hours of this agreement shall comply with Perris Union High School District Board Policy ; including complying with the insurance requirements of said agreement or insured separately. All users must process a District Facilities Use Request.

4. RIGHT OF USE

4.1. Grant of Use

On the terms and conditions herein specified, subject to the Exceptions herein permitted, and exclusive of the areas of the Library Facilities herein specifically and exclusively reserved to one or the other party ("Reserved Areas"), and upon the condition that the County Library complies with the terms, conditions, and covenants herein contained, the School District hereby grants to the County, for the Term herein specified, an exclusive right (according to the terms herein contained) use for the County Library, and its Library Patrons to enter upon occupy, use and operate said Library Facilities ("Use) during County Library hours as specified by the School District and County Library. Initial Library Hours are noted in Exhibit A. Library hours may be increased or reduced from time to

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CLERK / BOARD OF SUPERVISORS
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time by mutual consent of both parties.

4.2. Network, Wifi, and Telephone Services

- 4.2.1. County must provide their own pathway for services from the service provider's point of entry for the property to the public library (i.e. internet, phone, etc.)
- 4.2.2. County must coordinate installation of any and all new pathway with the District's Director of Facilities Services and Director of Technology.
- 4.2.3. County may continue to use any existing pathway, but any additions or modifications to the pathway must be done using new County-provided pathway.
- 4.2.4. Any additions or modifications to the pathway must be approved by the District's Director of Facilities Services and Director of Technology.
- 4.2.5. Access to IDF locations must be coordinated with the Director of Technology.
- 4.2.6. Any and all internet access, including wifi, must be confined to the library.

4.3. Reserved Areas

- 4.3.1. **District Use Within Library Building**
District retains exclusive rights to use of the classroom areas, textbook areas, IDF locations, and other designated spaces within the Library Facilities. County only has access to facilities specifically referenced within this agreement.
- 4.3.2. **Parking**
District will continue to provide existing on-site parking for public library operations.

4.4. Use Inclusions

The use herein granted to the County Library includes the right to place or permanently erect materials and equipment necessary for conducting and providing library services or special event activities appropriate to County Library services at the District Library Facilities, subject to prior written approval of the District's Director of Purchasing, which shall not be unreasonably withheld or unreasonably conditioned, of the District. Such materials and equipment shall be purchased and adequately maintained at the sole risk and expense of the County. The County shall maintain an up-to-date inventory list of all materials, furniture, and equipment and a catalogue of all books owned by the County, with

the up-to-date list provided to school site administration. Any uses or activities authorized hereunder shall otherwise comply with the applicable provisions of this Agreement and District policies unless otherwise specified, in writing, by the parties hereto.

5. TERM OF AGREEMENT

- 5.1. The term of this Agreement shall be from July 1, 2016 to June 30, 2017.
- 5.2. The agreement will not automatically renew.
- 5.3. All contracts must be signed by the District's Director of Purchasing.
- 5.4. Causes for Termination, Removal, or Suspension
 - 5.4.1. The following shall be cause to suspend or terminate the agreement upon 30 calendar days written notice unless otherwise specified.
 - 5.4.1.1. Failure of the District or County to make agreed upon repairs as a result of damage caused to District Library Facilities in a reasonably timely manner after notification by the other party.
 - 5.4.1.2. Damage/Vandalism of Facility during County use and failure to comply with District Use Policies. Does not apply to any potential after-hours incidents of vandalism.
 - 5.4.1.3. Deemed a financial hardship by either Party hereto inadequate to support the operation of the Library Facility.
 - 5.4.1.4. Failure of the District to provide an environment deemed appropriate or sufficiently secure by County Library staff.
 - 5.4.1.5. Without cause if notice is provided by either party whereby the Agreement will be terminated on June 30 of the fiscal year the notice was provided. However, it shall not terminate from a date less than 180 days of notice.
 - 5.4.1.6. If use is in conflict with District's educational program, and/or County Library Hours cannot be changed to accommodate District's educational program.
 - 5.4.1.7. Failure by the County, County Library, or County Library staff or volunteers to comply with terms and conditions of this Agreement after request to do so, and adequate time to comply, by the District. This shall include, but not be limited to, irreconcilable

conflicts with the District's access or library policies in effect at the signing of this Agreement (or District policies subsequently amended and for which consent is provided by the County Librarian).

5.5. Access to Library Facility

5.5.1. Access to District Library Facilities

5.5.1.1. Access During County Library Hours

This agreement assures that the County Library can carry out its intended use during the agreed upon hours of use without conflict with school operations.

5.6. Event Termination

In the event of termination of this Agreement, County-owned books, equipment, and furniture will be removed by the County subject to the most current list provided by the County Library of books, materials, furniture, and equipment as provided under Section 4.4 under supervision of the District administration.

5.7. Programs

County reserves the right to conduct Library programs (such as story hours) on the Library Facilities during mutually agreed hours without disruption.

5.8. Duty to Supervise

During all such times as all or part of the Library Facility is used by the County Library, or a Sponsored group of the County, as herein permitted, the County Library shall be responsible for providing and shall provide, competent, on-site supervision of said Sponsored Group by an appropriate contingent of responsible adults and such appropriate security therefore reasonably necessary to prevent property damage or intentional personal injury to any person.

5.9. Use Fee, Operation Expense, Maintenance, and Repair

Except as herein provided, the District agrees to operate, maintain, and repair, at its expense, the Library Facilities in its condition as it exists upon completion of construction or such Facilities, or a functional equivalent of their condition as it exists upon completion of construction, normal wear, and tear excepted. County agrees to pay \$2,827.92 per month for facilities use, including Custodial services, Maintenance Worker services, HVAC Tech services, and utilities during the term of the Agreement. The use fee shall be revised and adjusted upon mutual consent of both parties. **Exhibit "B" is a calculation justifying use fees.**

5.9.1. Major Repairs

To the extent that a major repair to the Library Facility is required, the District shall diligently attempt, in good faith, to secure the repair of the Library Facility by estimating the cost of repair, budget funds for same, designing the repair, and implementing the design, all of which shall be done to the extent that funds are available to do so (See Section 7, Insurance),

5.10. Facility Modification or Removal Rights

Except with the written consent of the other party to this Agreement or as required by the terms hereof, granted by authority of the Governing Board of said party, the Library Facility shall not be removed from service. The District reserves the right to relocate the Library Facility or make renovations, subject to damage, or modernization. Ownership and title to the facility shall remain with the District

5.11. Operational matters will be set forth in Attachment 'D', attached hereto and incorporated herein by this reference.

5.11.1. Staffing

The County shall provide sufficient staffing to support County Library events, programs, and/or activities to be held or conducted at the Library Facility in order to assure that the operation is maintained in a safe and secure manner. All county employees entering the facility will be fingerprinted pursuant to Education code 45125 et seq.

5.11.2. Alarm System

The District will be responsible for providing and maintaining intrusion and fire alarm systems. The County will follow District's procedure regarding the use of those systems.

5.11.3. Normal Cleanup Maintenance

The District shall provide normal and customary custodial services in the Library.

6. INDEMNITY:

6.1. To the fullest extent permitted by law, District shall defend and indemnify the County and its officials, employees, agents, and volunteers for any claims, damages, losses and expenses, including but not limited to attorney fees, arising out of the District's failure to maintain, repair or keep in good repair the facilities.

6.2. To the fullest extent permitted by law, County shall defend and indemnify the District and its officials, agents and employees ("indemnified parties") from and

against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of County's use of the facilities.

6.3 Neither County, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by District under or in connection with any work, authority or jurisdiction delegated to District under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, District shall fully indemnify and hold County harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by District under or in connection with any work, authority or jurisdiction delegated to District under this Agreement.

6.4 Neither District, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by County under or in connection with any work, authority or jurisdiction delegated to County under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, County shall fully indemnify and hold District harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by County under or in connection with any work, authority or jurisdiction delegated to County under this Agreement.

7. COUNTY MINIMUM INSURANCE REQUIREMENTS: County shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should County maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

7.1. General Liability coverage, including premises, operations, products and completed operations and contractual liability with limits not less than \$1,000,000.00 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products –Completed Operations Aggregate for bodily injury, personal injury, and property damage.

7.1.1. The General Liability Coverage shall include the following endorsements:

7.1.1.1. The District, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement, CG 20 11 or CG 20 26, naming these parties or a blanket additional insured endorsement applicable "when required by written contract or agreement";

- 7.1.1.2. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement";
 - 7.1.1.3. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or agreement".
- 7.2. Automobile Liability coverage with limits not less than \$1,000,000.00 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.
 - 7.2.1. The Automobile Liability coverage shall include the following coverage or by endorsements:
 - 7.2.1.1. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement";
 - 7.2.1.2. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or agreement".
- 7.3. Workers' Compensation including statutory coverage as required by the State of California and including Employers' Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.
 - 7.3.1. The Workers' Compensation coverage shall include the following endorsements:
 - 7.3.1.1. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement";
- 7.4. Umbrella or Excess Liability coverage with limits not less than \$1,000,000.00 excess over the Commercial General Liability, Automobile Liability and Employer's Liability.

- 7.4.1. The Umbrella or Excess Liability coverage shall include the following endorsements:
- 7.4.1.1. All endorsements required under Paragraphs I. 1., I. 2., I. 3. Above;
- 7.5. Should any of the insurance policies contain either a deductible or self-insured retention, the County shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs.
- 7.6. Should any required insurance policies be cancelled, non-renewed or if the County fails to renew, County shall provide notice of such cancellation immediately to the District.
- 7.7. All insurance policies as required in this section shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.
- 7.8. Certificates of Insurance Coverage shall be filed by County with the District evidencing all of the insurance coverages required in this section at the time this Agreement is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by County. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 7.9. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the District. County is a local government entity created under the laws of the State of California, and shall have the right to self-insure with respect to any insurance requirements for this Agreement. County shall maintain its self-insurance program in full force during the term, and shall provide proof of self-insurance if requested by District.
8. **DISTRICT MINIMUM INSURANCE REQUIREMENTS:** District shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should District maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the County and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

- 8.1. General Liability coverage, including premises, operations, products and completed operations and contractual liability with limits not less than \$1,000,000.00 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products –Completed Operations Aggregate for bodily injury, personal injury, and property damage.
 - 8.1.1. The General Liability Coverage shall include the following endorsements:
 - 8.1.1.1. The County, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement, CG 20 11 or CG 20 26, naming these parties or a blanket additional insured endorsement applicable “when required by written contract or agreement”;
 - 8.1.1.2. A Waiver of Subrogation endorsement in favor of the County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement”;
 - 8.1.1.3. A Primary, Non-contributory endorsement in favor of the County, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement”.
- 8.2. Automobile Liability coverage with limits not less than \$1,000,000.00 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.
 - 8.2.1. The Automobile Liability coverage shall include the following coverage or by endorsements:
 - 8.2.1.1. A Waiver of Subrogation endorsement in favor of the County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement”;
 - 8.2.1.2. A Primary, Non-contributory endorsement in favor of the County, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement”.
- 8.3. Workers’ Compensation including statutory coverage as required by the State of California and including Employers’ Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.

8.3.1. The Workers' Compensation coverage shall include the following endorsements:

8.3.1.1. A Waiver of Subrogation endorsement in favor of the County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement";

8.4. Umbrella or Excess Liability coverage with limits not less than \$1,000,000.00 excess over the Commercial General Liability, Automobile Liability and Employer's Liability.

8.4.1. The Umbrella or Excess Liability coverage shall include the following endorsements:

8.4.1.1. All endorsements required under Paragraphs I. 1., I. 2., I. 3. Above;

8.5. Should any of the insurance policies contain either a deductible or self-insured retention, the District shall be responsible to pay that deductible or self-insured retention and the County shall not be responsible to pay these costs.

8.6. Should any required insurance policies be cancelled, non-renewed or if the District fails to renew, District shall provide notice of such cancellation immediately to the County.

8.7. All insurance policies as required in this section shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VIII. Alternatively, individual or group self-insurance may be accepted in the sole discretion of the County.

8.8. Certificates of Insurance Coverage shall be filed by District with the County evidencing all of the insurance coverages required in this section at the time this Agreement is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by District. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

9. REMEDIES FOR BREACH

9.1. Default in Performance

If a party shall default in the performance of any covenant or condition required by this Agreement to be performed by such party, then the other will give the breaching party written notice citing such default and demand the breaching party written notice citing such default and demand the breaching party or any person claiming rights through breaching party shall correct such default as soon as possible, but in no event, later than 30 days.

9.2. Waiver

Either party to this Agreement may specifically and expressly waive in writing, the requirements of any portion of this Agreement, or any breach thereof, but no such waiver shall constitute a further or continuing waiver of the obligation of any preceding or succeeding breach of the same or any other provision. Awaiving party may, at any time thereafter, require future compliance by the other party hereto with the provisions that are so waived. The consent of one party to any acts by the other party for such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of any part to act, except as otherwise specified in this Agreement. All right, remedies, undertakings, obligations, covenants, conditions, and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other.

9.3. Miscellaneous

9.3.1. Notices

All notices and demands shall be given in writing by personal delivery or first-class mail postage prepaid. Notices shall be addressed as appears below for the respective party; provided that, if any Party gives notice of a change of name or address, notices shall be appropriately modified to reflect such changes. Notices shall be deemed received seventy-two (72) hours after deposit in the United States mail.

Notices to the District:

Perris Union High School District Attn:
Director of Purchasing
155 East Fourth Street Perris, CA 92570 Notices to

the County:

County of Riverside Attn:
County Librarian
4080 Lemon Street, 12th Floor
Riverside, CA 92501

- 9.3.2. **Compliance with Law**
Both parties shall at all times in the maintenance, occupancy, and operation of the Library Facility under the terms of this Agreement comply with all applicable laws, statutes, ordinances, and regulations of County, State, and Federal Governments, at that party's sole cost and expense. In addition, both parties shall comply with any and all notices issued by the other party under the authority of any such law, statute, ordinance, or regulation.
- 9.3.3. **County Approval**
The approval or consent of County, wherever required in this use, shall mean the written approval by the County Board of Supervisors unless explicitly stated otherwise. Amendments to the terms of this Agreement shall be only made upon formal approval of the Riverside County Board of Supervisors.
- 9.3.4. **Captions**
The section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is unintentional and shall have no effect on the enforceability of this Agreement.
- 9.3.5. **Disputes**
Any dispute involving this Agreement may be submitted in writing to the County's Librarian or his/her designee and to the District Assistant Superintendent of Business Services and the Paloma Valley High School Principal. The parties hereto, in good faith, shall attempt to resolve said dispute before relief may be sought by either party.
- 9.3.6. **Amendment**
This Agreement may only be amended by the written consent of the parties hereto at the time of such amendment.
- 9.3.7. **Entire Agreement**
This Agreement, including all attachments and exhibited hereto, supersedes any prior agreement and contains the entire agreement of the parties on the matters covered. No other agreement, statement, or promise made by any other party or by any employee, officer, or agent of each party hereto that is not in writing and signed by the parties hereto shall be binding.
- 9.3.8. **Exhibits**
All exhibits and attachments to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.
- 9.3.9. **Further Assurances**

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.

9.3.10. Governing Law

This Agreement has been executed in and shall be governed by the laws of the State of California.

9.3.11. Counterparts

The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.3.12. Authority

The County and the District represent that the individuals signing this Agreement have full right and authority to bind their respective parties to this Agreement.

9.3.13. Invalidity

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

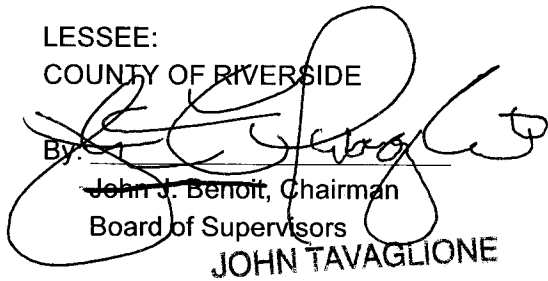
9.3.14. Non-Assignability

This Agreement, and the rights and obligations set forth herein, may not be assigned without the express prior written consent of the other party hereto, Any attempt of assignment, without such prior written consent, is void.

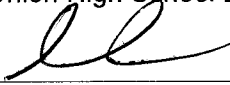
IN WITNESS HEREOF, the County and the District have executed this Agreement thereby indicating they have read and understood the same, and indicate their full and complete consent to its terms.

SIGNATURE PROVISIONS FOLLOW

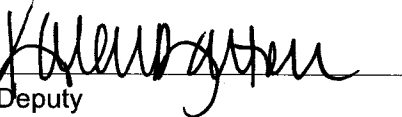
LESSEE:
COUNTY OF RIVERSIDE

By: 
John J. Benoit, Chairman
Board of Supervisors
JOHN TAVAGLIONE

LESSOR:
Perris Union High School District

By:  Nick Newkirk
Director of Purchasing

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

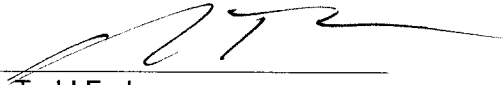
By: 
R. Todd Frahm
Deputy County Counsel

EXHIBIT A

Hours of Operation:

Monday through Wednesday	12:00 p.m. to 7:00 p.m.
Thursday	12:00 p.m. to 5:00 p.m.
Saturday	10:00 a.m. to 2:00 p.m.

Holiday Schedule:

The Library will be closed on the following holidays:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Veteran's Day
5. Thanksgiving Day and the day after
6. Christmas Eve
7. Charismas Day
8. New Year's Eve
9. New Year's Day
10. Martin Luther King Day
11. Lincoln's Birthday
12. President's Day
13. Memorial Day

EXHIBIT B

Use of Facility Fee Calculation for Operation, Maintenance and Repair (section 4.8 of contract)

Basic Assumptions pertaining to the calculation of the use Fee:

1. House of County operation are scheduled as follows:

Day	Hours of Operation
Monday-Wednesday	12:00 p.m. – 7:00 p.m.
Thursday	12:00 p.m. – 5:00 p.m.
Friday	Closed
Saturday	10:00 a.m. – 2:00 p.m.
Sunday	Closed

2. It is assumed the library will be open every Saturday during the year, except Saturdays that fall on a holiday. There are approximately 52 Saturdays in each year. Whereas, holidays occasionally fall on a Saturday, the calculation will be adjusted to approximate this at 50 Saturdays per year.
3. Maintenance and HVAC work is assumed to be complete during regular working hours and therefore will be calculated at the straight time rate of approximately 4 hours per month or 48 hours per year for maintenance and approximately 4 hours per month or 48 hours per year for HVAC work.
4. Maintenance and custodial material burden is estimated to be \$150 per month.
5. Energy costs are based on an estimate for a 2500 square foot building. Energy consumption studies performed within the District on comparable buildings have indicated an approximate energy cost of \$16 per hour.
6. The District will incur additional energy consumption due to the operations of the public following the close of school each day at an average of 20 hours per week equaling 1,040 hours per year.

For the 2016-17 Calculation of labor rates to apply to use fee:

Position	2016-17 Hourly Rate Including Fixed Costs and H&W
Custodian	\$34.65
Maintenance Worker	\$41.97
HVAC Technician	\$40.22

Baseline Calculation for the Monthly User Fee

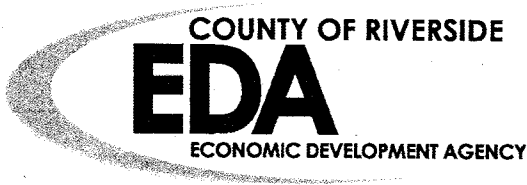
Description of Cost Item	Labor Hours Per Month	Total Hours Per Year	Hourly Rate Inc. Fixed Costs and H&W	Other Costs	Total Cost Per Year
Custodial Svcs	25	300	\$34.65	N/A	\$10,780.03
Maintenance Svcs	4	48	\$41.97	N/A	\$2,399.41
HVAC Svcs	4	48	\$40.22	N/A	\$2,315.57
Materials Burden	N/A	N/A	N/A	\$1,800.00	\$1,800.00
Energy Burden	N/A	1040	N/A	\$16.00	\$16,640.00

Total Annual Cost \$33,935.01
Total Monthly Cost \$2,827.92

EXHIBIT C

Operational Issues

1. Operational Authority:
 - a. School library services will operate under the policies and authority of the District Governing Board.
 - b. While County Library services will operate under the policies and authority of the County Board of Supervisors, operations will not conflict with District policies regarding use of facilities.
2. Training:
 - a. County and District staff assigned to the Library will be trained concerning operation policies and procedures of both District and County.
3. Collection, Use and Circulation Policies
 - a. Use of public library resources by District students during the school day for instructional purposes will be under the supervision of the District. County Library circulation policies and procedures (e.g. fines, fees, and borrowing period) will apply to materials borrowed from the County library collection to the interlibrary loan or reference requests made through the County library system. District policies and procedures will apply to use of District library resources. The County will retain the money collected for fines and other fees on County materials.
 - b. The county will provide the District access to the on-line catalog (Riverside County network) and allow requests, for anyone possessing a County Library Card, to be placed in a manner consistent with that at other County library facilities.
 - c. County trained District personnel may issue County cards provided they follow appropriate County policy.
 - d. County policies regarding confidentiality of library patrons cards shall be followed by District personnel.
 - e. County users may utilize District library materials on premises. District policies apply to use of District materials.
 - f. Library materials will be maintained as an integrated collection.
4. Furniture & Equipment
 - a. The County will provide and maintain furniture and equipment required for the conduct of public library business.
 - b. The County will provide and maintain computers for public areas and County Library staff use, and an exterior book drop.
 - c. County will install and maintain equipment needed to access the Riverside County Network and Internet.
 - d. District will not be responsible for the installation or maintenance of telephones. County will be responsible for all telephone service related billing.
5. Signs
 - a. Any sign not a part of District Facilities shall be approved by the District
 - b. Temporary interior signs may be posted as agreed.
 - c. County will post public library hours operation at the outside entrance to the library.



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

2/10/17
Date

VB
Initial

NOTICE OF EXEMPTION

September 28, 2016

Project Name: County of Riverside, Amended and Restated Joint Use Agreement for Paloma Valley High School with Perris Unified School District, Menifee, County of Riverside

Project Number: FM042461000500

Project Location: 31375 Bradley Road, south of Newport Road, Menifee, California 92584; APN 360-170-007; (See Attached Exhibit)

Description of Project: The County of Riverside (County) provides public library services to the City of Menifee through a joint use agreement with the Perris Union High School District to use Paloma Valley High School Library at located at 31375 Bradley Road, Menifee, California. This 5,000 square-foot facility is operated by a joint-use in conjunction with the Perris Union High School District. The Library, among other programs, provides adult literacy services to the communities through one-on-one literacy tutoring, English-as-a- Second – Language classes and family literacy events. On-going library operations are arranged by the Library Administrator and maintained with oversight by the Library Administrator. The County is seeking to extend the joint use agreement, commencing on July 1, 2016 and terminating on June 30, 2017. The extension of the joint use agreement is identified as the proposed Project under the California Environmental Quality Act (CEQA). The Joint Use Agreement consists of a one year extension. The use of the facility would continue to provide library services, consistent with the existing land use. The operation of the facility will not result in an expansion of existing use. 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 Perris 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 extension of the Joint Use Agreement.

2.7.17. 3.12



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

- **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 the extension of a joint use agreement for an existing facility. The use of the facility by County residents and the Perris Valley School District 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 extension of the Joint Use Agreement is limited a contractual transaction and indirect effects would be limited to existing use of 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 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.

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.

Signed:  Date: 9/28/16

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Amended and Restated Joint Use Agreement for Paloma Valley High School with Perris Unified School District, Menifee, County of Riverside

Accounting String: 524830-47220-7200400000 - FM042461000500

DATE: September 28, 2016

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, Real Property Agent III, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: September 28, 2016

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 # FM042461000500**
Amended and Restated Joint Use Agreement for Paloma Valley High School with Perris Unified School District, Menifee, County of Riverside

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.

Attachment

cc: file

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