

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



ITEM
3.24
(ID # 4261)

MEETING DATE:

Tuesday, July 25, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Second Amendment to the Joint Use Agreement with Corona-Norco Unified School District for the Operation of the El Cerrito Middle School, Corona, Three Year Lease Extension, CEQA Exempt, District 2, [\$12,162] 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 and Section 15061(b)(3);
2. Approve the attached Second Amendment to the 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

A handwritten signature in black ink, appearing to read "Robert Field", is written over a horizontal line.

Robert Field, Assistant County Executive Officer/EDA

5/24/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 25, 2017
xc: EDA, Recorder

Keqia 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	\$0	\$12,162	\$37,222	\$ 0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: County Library Fund			Budget Adjustment: No	
			For Fiscal Year: 2016/17-19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Corona-Norco Unified School District (District) owns an existing library facility (Library) at El Cerrito Middle School, 7610 El Cerrito Road, Corona, California. The purpose of this submittal is to approve the Second Amendment to the Joint-Use Agreement (Agreement) between the District and the County of Riverside (County) which operates the Library. The Agreement provides that the Library will serve the needs of the students during school hours and the general public during non-school hours. This Library continues to meet the needs and requirements of the County and through the attached Agreement the term will be extended for an additional three years through June 30, 2020.

The attached Agreement is summarized below:

Lessor: Corona-Norco Unified School District
2820 Clark Avenue
Canyon Lake, California 92587

Location: 7610 El Cerrito Road
Corona, California 92881

Term: Three years through June 30, 2020

Rent: \$1,013.54 per month

Rental Adjustments: Two percent annual increase

The attached Agreement has been approved as to form by County Counsel.

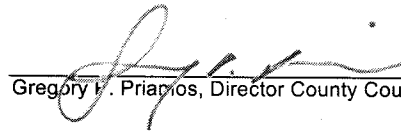
Attachment:
Joint Use Agreement

RF:JWW:VC:VY:MH:tg CR033 18.961 13576
Minute Traq ID 4261

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


Rohini Dasika, Principal Management Analyst

7/17/2017



Gregory H. Priamos, Director County Counsel

6/7/2017



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

7/27/17 KB
Date Initial

NOTICE OF EXEMPTION

May 4, 2017

Project Name: County of Riverside, Economic Development Agency (EDA) El Cerrito Middle School Library Joint Use Agreement, Second Amendment to Lease – Corona, County of Riverside

Project Number: FM042166003300

Project Location: 7610 El Cerrito Road, east of Interstate 15, Corona, California 92881; Assessor's Parcel Number (APN) 277-210-005; (See Attached Exhibit)

Description of Project: On November 8, 2011, the County of Riverside (County) entered into a Joint Use Agreement with the Corona-Norco Unified School District for the right to use and operate the library on the El Cerrito Middle School campus. On June 16, 2014, a First Amendment to the Joint Use Agreement was entered into between the parties where the term of the lease was extended an additional three years. The parties now desire to enter a Second Amendment to the Joint Use Agreement which will extend the term of use for an additional three years. The Second Amendment to the Joint Use Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The term of the agreement will be extended for an additional three years, commencing July 1, 2017 and terminating on June 30, 2020. The proposed project would involve the continuation of the letting of library space and would involve ongoing maintenance and repair of the facilities. No expansion of the existing library will occur. The operation of the facility will continue to provide library services and no additional direct or indirect physical environmental impacts are anticipated.

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

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency, and Corona-Norco 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 Second Amendment to the Joint Use Agreement for the use and operation of the El Cerrito Middle School Library.

JUL 25 2017 3.24

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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 Joint Use Agreement to an existing 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 Second Amendment to the Joint Use Agreement is limited the term extension of a contractual transaction. 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.

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: 5/4/17

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

**Project Name: El Cerrito Middle School Library Joint Use Agreement, Second
Amendment to Lease, Corona, Riverside County, California**

Accounting String: 524830-47220-7200400000 - FM042166003300

DATE: May 4, 2017

AGENCY: Riverside County Economic Development Agency

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

NUMBER OF DOCUMENTS INCLUDED: One (1)

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

Signature: 

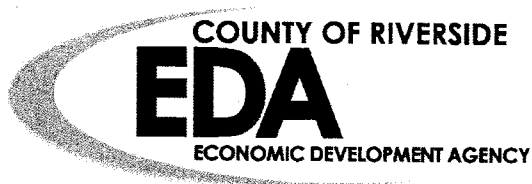
PRESENTED BY: Maribel Hyer, Senior Real Property Agent, Economic Development
Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: May 4, 2017

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 # FM042166003300**
El Cerrito Middle School Library Joint Use Agreement, Second Amendment to Lease, Corona,
Riverside County, California

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

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,
Economic Development Agency,
3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file

1 **Second Amendment to the Joint Use Agreement between the County of**
2 **Riverside and the Corona-Norco Unified School District for Joint Use of Facilities**
3 **Located At El Cerrito Middle School**
4

5 **THIS SECOND AMENDMENT TO JOINT USE AGREEMENT** ("2nd
6 Amendment") is made and entered into on this 25th day of July,
7 2017, by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the
8 State of California, ("County"), and the **CORONA-NORCO UNIFIED SCHOOL**
9 **DISTRICT**, a California public school district, ("District"), collectively referred to
10 sometimes as the "Parties" or individually as the "Party," for the property described
11 below upon the following terms and conditions:

12 **RECITALS**

13 a. County and District entered into that certain Joint Use Agreement
14 dated November 8, 2011, ("Original Agreement") pursuant to which District granted to
15 the County the right to use and operate a portion of that certain building, referenced as
16 the "District Library Facility", located at 7610 El Cerrito Road, Corona, California, as a
17 County Library, as more particularly described in the Original Agreement.

18 b. The Original Agreement has been amended by that certain First
19 Amendment to Joint use Agreement dated June 16, 2014, ("1st Amendment") by and
20 between County of Riverside and Corona-Norco Unified School District) whereby the
21 Parties amended the Original Agreement to extend the term for a period of three years
22 and use fee and use fee, operation expense, maintenance and repair of the District
23 Library Facility.

24 c. The Original Agreement together with the 1st Amendment are
25 collectively referred to herein as the "Agreement".

26 d. The Parties now desire to enter this 2nd Amendment to the Original
27 Agreement to extend the term an additional three years, and amend the use fee for the
28 District Library Facility.

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

3 **1. Term of the Agreement.** Section 4.2 of the Agreement shall be
4 amended as follows: The term of this Agreement shall be extended three (3) years
5 commencing on July 1, 2017 and terminating on June 30, 2020, unless sooner
6 terminated by agreement of both Parties hereto or pursuant to the terms of this
7 Agreement.

8 **2. Use Fee, Operation Expense, Maintenance and Repair.** Section
9 4.8.1 of the Agreement is amended by adding the following:

10 During the 2017-2020 fiscal year (July 1, 2017 – June 30, 2020), County agrees
11 to pay \$1,013.54 per month for the use of the District Library Facility, including
12 custodial service and utilities. Commencing July 1, 2018 and each July 1 thereafter, a
13 two (2%) percent annual increase shall be applied.

14 **3. Capitalized Terms.** Terms of this 2nd Amendment to Prevail. Unless
15 defined herein or the context requires otherwise, all capitalized terms herein shall have
16 the meaning defined in the Original Agreement, as heretofore amended. The provisions
17 of this 2nd Amendment shall prevail over any inconsistency or conflicting provision of
18 the Original Agreement or First Amendment, and shall supplement the remaining
19 provisions thereof.

20 **4. Miscellaneous.** Except as amended or modified herein, all the terms of
21 the Original Agreement shall remain in full force and effect and shall apply with the
22 same force and effect. This is of the essence in this Amendment and the Agreement
23 and each and all of their respective provisions. Subject to the provisions of the
24 Agreement as to assignment, the agreements, conditions and provisions herein
25 contained shall apply to and bind the heirs, executors, administrators, successors and
26 assigns of the parties hereto. If any provision of this Amendment or the Agreement
27 shall be determined to be illegal or unenforceable, such determination shall not affect
28 any other provision of the Agreement and all such other provisions shall remain in full

1 force and effect. The language in all parts of the Lease shall be construed according to
2 is normal and usual meaning and not strictly for or against either Lessor or Lessee.
3 Neither this Amendment, nor the Original Lease, nor any notice nor memorandum
4 regarding the terms hereof, shall be recorded by Lessee.

5 5. This 2nd Amendment shall not be binding or consummated until its
6 approval by the Riverside County Board of Supervisors and fully executed by the
7 Parties.


8 LESSEE:

9 COUNTY OF RIVERSIDE,
10 a political subdivision of the
11 State of California

12 By: 
13 Chairman JOHN TAVAGLIONE
14 Board of Supervisors

LESSOR:

CORONA- NORCO UNIFIED SCHOOL
DISTRICT, a California public school
district

15 Name: 
16 Its: Michael H. Lin, Ed.D.
17 Superintendent

18 ATTEST:

19 Kecia Harper-Ihem
20 Clerk of the Board

21 By: 
22 Deputy

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

25 By: 
26 Deputy County Counsel

27 MH:tg/042617/CR033/18.917
28