

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



ITEM: 3.11

(ID # 12100)

MEETING DATE:

Tuesday, June 09, 2020

FROM: FACILITIES MANAGEMENT AND RIVERSIDE COUNTY LIBRARY SYSTEM:

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE) AND RIVERSIDE COUNTY LIBRARY SYSTEM: Approval of Third Amendment to the Joint Use Agreement with Corona-Norco Unified School District for the Operation of Eleanor Roosevelt High School, Eastvale, Three Year Lease Extension, CEQA Exempt, District 2, [\$64,468] County Library Fund 100% (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. Approve the attached Third Amendment to the Joint Use Agreement with Corona-Norco Unified School District, 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


Rose Salgado, Director of Facilities Management 4/7/2020


Suzanne Holland, Director of EDA 4/28/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Jeffries 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: June 9, 2020
xc: FM

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	\$21,065	\$21,487	\$64,468	\$
NET COUNTY COST	\$	\$	\$	\$
SOURCE OF FUNDS: County Library Fund 100%			Budget Adjustment:	No
			For Fiscal Year:	2020/21- 2022/23

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The Corona-Norco Unified School District (District) owns an existing library facility (Library) at Eleanor Roosevelt High School (High School), located at 7447 Scholar Way, Eastvale, California. The purpose of this submittal is to request the approval of the attached Third Amendment to the Joint-Use Agreement (Third Amendment) between the District and the County of Riverside (County) which operates this Library. The Third Amendment will allow for the continued provision of the Library services that 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 Third Amendment, the term will be extended for an additional three years through June 30, 2023.

Pursuant to the California Environmental Quality Act (CEQA), the Third Amendment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1 – Existing Facilities exemption, and Section 15061(b)(3), Common Sense exemption. The proposed project, the approval of the Third Amendment, is the letting of property involving existing facilities and no expansion of an existing use will occur.

The attached Third Amendment is summarized below:

Lessor:	Corona-Norco Unified School District 2820 Clark Avenue Canyon Lake, California 92587	
Location:	7447 Scholar Way Eastvale, California 92880	
Size:	6,270 Square Feet	
Rent:	Current \$ 1,640.31 per month \$19,683.72 per year	New \$ 1,673.12 per month \$20,077.44 per year

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

Term: Three (3) years; commencing July 1, 2020

Rent Adjustment: Two (2%) percent annual increase

Utilities: Lessor

Custodial Services: Lessor

Maintenance: Lessor

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

Impact on Residents and Businesses

The Library's presence at the High School continues to provide an important public benefit to the community by providing Library services to our residents.

Additional Fiscal Information

See attached Exhibits A, B, and C. All associated costs for this Third Amendment will be budgeted in FY20/21-FY22/23 by the Riverside County Library System (RCLS). RCLS will reimburse the Department of Facilities Management- Real Estate (FM-RE) for all associated costs on an annual basis.

Contract History and Price Reasonableness

This is a three-year extension of the original Joint Use Agreement and the use rate is deemed below the current market rate.

The Joint Use Agreement has been amended two times previously to extend the term and modify the monthly costs associated with the agreement.

<u>Amendment</u>	<u>Date and M.O.</u>
Joint Use Agreement	November 8, 2011 (M.O. 3-7)
First Amendment	June 16, 2014
Second Amendment	July 25, 2017 (M.O. 3-17)

Attachments:

- Exhibit A, B, & C
- Third Amendment to Joint Use Agreement with Corona-Norco Unified School District

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

- Notice of Exemption
- Aerial

CD:dr/052620/CR032/30.094


Steven Atkeson 5/31/2020


Gregory F. Priamos, Director County Counsel 5/21/2020

County of Riverside
Facilities Management
3403 10th Street, Riverside, CA

FOR COUNTY CLERK USE ONLY

NOTICE OF EXEMPTION

March 10, 2020

Project Name: Third Amendment to the Joint Use Agreement with Corona-Norco Unified School District for the Operation of the Eleanor Roosevelt High School Library, Eastvale

Project Number: FM042166003200

Project Location: 7447 Scholar Way, north of Citrus Street, Eastvale, California; APN 152-040-012, 152-040-011, 152-040-010

Description of Project: The Corona-Norco Unified School District (District) owns an existing 6,270 square-foot library facility (Library) at Eleanor Roosevelt High School, 7447 Scholar Way, Eastvale, California. The purpose of this submittal is to approve the Third 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 Lease Agreement, the term will be extended for an additional three years through June 30, 2023. The Third Amendment to Lease is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no expansion of the existing facility will occur. The operation of the facility will continue to provide library services. 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 Third Amendment to the Lease.

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.
6-15-20
Date

AR
Initial

- **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 joint use of the existing library. The Third Amendment to Lease 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 Third Amendment to 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: _____

3/10/20

Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Third Amendment to the Joint Use Agreement with Corona-Norco Unified School District for the Operation of the Eleanor Roosevelt High School Library, Eastvale

Accounting String: 524830-47220-7200400000 - FM042166003200


DATE: March 10, 2020

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: Candice Diaz, Real Property Agent, Facilities Management

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside
Facilities Management
3403 10th Street, Riverside, CA 92501

Date: March 10, 2020

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 # FM042166003200**
Third Amendment to the Joint Use Agreement with Corona-Norco Unified School District for the Operation of the Eleanor Roosevelt High School Library, Eastvale

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 #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Facilities Management,

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

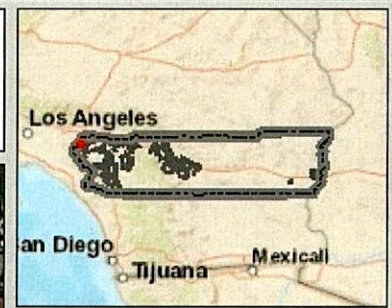
If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file

7447 Scholar Way, Eastvale

Third Amendment to Joint Use Agreement



Legend

- 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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© Riverside County GIS

Notes

District 2

Exhibit A

FY 2020/21
Riverside County Library System
7447 Scholar Way, Eastvale

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	6,270 SQFT	
Approximate Cost per SQFT (Jul-Jun)	\$ 0.27	
Lease Cost per Month (Jul-Jun)	\$ 1,673.12	
Total Lease Cost (Jul-Jun)		\$ 20,077.44
Total Estimated Lease Cost for FY 2020/21		\$ 20,077.44
EDA Lease Management Fee as of 07/01/2020	4.92%	\$ 987.81
TOTAL ESTIMATED COST FOR FY 2020/21		\$ 21,065.25
TOTAL COUNTY COST	0%	\$ -

Exhibit B

FY 2021/22
Riverside County Library System
7447 Scholar Way, Eastvale

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	6,270 SQFT	
Approximate Cost per SQFT (Jul-Jun)	\$ 0.27	
Lease Cost per Month (Jul-Jun)	\$ 1,706.59	
Total Lease Cost (Jul-Jun)		\$ 20,479.08
Total Estimated Lease Cost for FY 2021/22		\$ 20,479.08
EDA Lease Management Fee as of 07/01/2020	4.92%	\$ 1,007.57
TOTAL ESTIMATED COST FOR FY 2021/22		\$ 21,486.65
TOTAL COUNTY COST	0%	\$ -

Exhibit C

FY2022-23
Riverside County Library System
7447 Scholar Way, Eastvale

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:		6,270	
Approximate Cost per SQFT (Jul-Jun)	\$	0.28	
Lease Cost per Month (Jul-Jun)			\$ 1,740.71
Total Lease Cost (July- June)			<u>\$ 20,888.52</u>
Total Estimated Lease Cost for FY2022-23			<u>\$ 20,888.52</u>
EDA Lease Management Fee as of 07/01/2020	4.92%		\$ 1,027.72
TOTAL ESTIMATED COST FOR FY2022-23			<u><u>\$ 21,916.24</u></u>
F11 Total Cost			\$ 64,468.14
F11 Total County Cost	0%		\$ -

1 **Third Amendment to the Joint Use Agreement between the County of Riverside**
2 **and the Corona-Norco Unified School District for Joint Use of Facilities Located**
3 **At Eleanor Roosevelt High School**
4

5 This **THIRD AMENDMENT TO JOINT USE AGREEMENT** ("Third
6 Amendment"), dated as of **JUN 09 2020** , 2020, is entered by and between the
7 **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, ("County"),
8 and the **CORONA-NORCO UNIFIED SCHOOL DISTRICT**, a California public school
9 district, ("District"), hereinafter collectively referred to as the "Parties" or individually as
10 a "Party."

11 **RECITALS**

12 a. County and District entered into that certain Joint Use Agreement
13 dated November 8, 2011, ("Original Agreement") pursuant to which District granted to
14 the County the right to use and operate a portion of that certain building, referenced as
15 the "District Library Facility", located at 7447 Scholar Way, Eastvale, California, as a
16 County Library, as more particularly described in the Original Agreement.

17 b. The Original Agreement has been amended as follows:

18 1. The First Amendment to Joint Use Agreement ("First
19 Amendment") dated June 16, 2014, by and between County and Corona-Norco Unified
20 School District, whereby County and District agreed to extend the term and modified
21 the use fee.

22 2. The Second Amendment to Joint Use Agreement ("Second
23 Amendment") dated July 25, 2017, by and between County and Corona-Norco Unified
24 School District, whereby County and District agreed to extend the term and modified
25 the use fee.

26 c. The Original Agreement, together with the First and Second
27 Amendments, are collectively referred to hereinafter as the "Agreement."
28

1 d. The Parties now desire to enter in this Third Amendment to extend
2 the term of the Agreement and modify the use fee for the District Library Facility.

3 **NOW THEREFORE**, for good and valuable consideration, the receipt and
4 adequacy of which is hereby acknowledged, the County and District agree as follows:

5 1. **TERM OF AGREEMENT.**

6 a. Section 4.2 of the Agreement shall be amended as follows:

7 The term of the Agreement shall be extended three (3) years commencing on
8 July 1, 2020 and terminating on June 30, 2023, unless sooner terminated by
9 agreement of both Parties hereto or pursuant to the terms of the Agreement.

10 2. **USE FEE, OPERATION EXPENSE, MAINTENANCE, AND REPAIR.**

11 a. Section 4.8.1 is amended by adding the following:

12 Commencing July 1, 2020, the County agrees to pay one thousand six hundred
13 seventy-three dollars and twelve cents (\$1,673.12) per month for the use of the District
14 Library Facility, including custodial service and utilities. The use fee shall be increased
15 by two percent (2%) annually, starting July 1, 2021.

16 3. **THIRD AMENDMENT TO PREVAIL.** The provisions of this Third
17 Amendment shall prevail over any inconsistent or conflicting provisions of the
18 Agreement. Any capitalized terms shall have the meaning defined in the Agreement,
19 unless defined herein or the context requires otherwise.

20 4. **MISCELLANEOUS.** Except as amended or modified herein, all terms of
21 the Agreement shall remain in full force and effect. Time is of the essence in this Third
22 Amendment and the Agreement and each and all their respective provisions. Subject
23 to the provisions of the Agreement as to assignment, the agreements, conditions and
24 provisions herein contained shall apply to and bind the heirs, executors, administrators,
25 successors and assigns of the parties hereto. If any provisions of this Third
26 Amendment shall be determined to be illegal or unenforceable, such determination
27 shall not affect any other provision of the Agreement. The language in all parts of the
28 Agreement shall be construed according to its normal and usual meaning and not

1 strictly for or against either District or County. Neither this Third Amendment nor the
2 Agreement shall be recorded by the County.

3 5. **EFFECTIVE DATE.** This Third Amendment shall not be binding or
4 consummated until its approval by the Riverside County Board of Supervisors and fully
5 executed by the Parties.

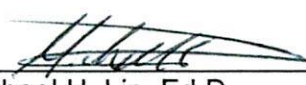
6 (Signatures on the following Page)
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2 IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the
3 date first written above.

4 Lessee:
5 COUNTY OF RIVERSIDE, a political
6 subdivision of the State of California

7 By: 
8 V. Manuel Perez, Chairman
9 Board of Supervisors


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

By: 
Michael H. Lin, Ed.D.
Superintendent

10 ATTEST:
11 Kecia R. Harper
12 Clerk of the Board

13 By: 
14 Deputy

15
16 APPROVED AS TO FORM:
17 Gregory P. Priamos
18 County Counsel

19 By: 
20 Thomas Oh
21 Deputy County Counsel
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1
2 IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the
3 date first written above.

4 Lessee:
5 COUNTY OF RIVERSIDE, a political
6 subdivision of the State of California

7 By: _____
8 V. Manuel Perez, Chairman
9 Board of Supervisors

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

By: _____
Michael H. Lin, Ed.D.
Superintendent

10 ATTEST:
11 Kecia R. Harper
12 Clerk of the Board

13 By: _____
14 Deputy

15
16 APPROVED AS TO FORM:
17 Gregory P. Priamos
18 County Counsel

19 By: _____
20 Thomas Oh
21 Deputy County Counsel

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