

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



**ITEM: 3.3**  
**(ID # 12562)**

**MEETING DATE:**  
Tuesday, July 14, 2020

**FROM:** FACILITIES MANAGEMENT AND RIVERSIDE COUNTY LIBRARY SYSTEM:

**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE) AND RIVERSIDE COUNTY LIBRARY SYSTEM: Ratification and approval of Addendum No. 2 to the Agreement Between the County of Riverside and the Perris Union High School District for the Joint Use of Facilities at Paloma Valley High School, One-Year Extension, CEQA Exempt, District 5, [\$37,254], 100% County Library Fund (Clerk to file Notice of Exemption)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities exemption, and Section 15061(b)(3), "Common Sense" exemption;
2. Ratify and approve the attached Addendum No. 2 to the Agreement Between the County of Riverside and the Perris Union High School District for the Joint Use of Facilities at Paloma Valley High School, 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 within five (5) days of approval by the Board.

**ACTION: Policy**

  
Rose Salgado, Director of Facilities Management 5/28/2020

  
Suzanne Holland, Director of EDA 6/15/2020

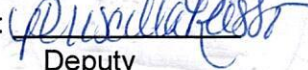
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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: July 14, 2020  
xc: FM-RE

Kecia R. Harper  
Clerk of the Board

By:   
Deputy



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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 37,254	\$ 0	\$ 37,254	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% County Library Fund			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2020/2021

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

The Riverside County Library System (RCLS) provides public library services to the City of Menifee through a joint-use agreement (Agreement) with Perris Union High School District (District). RCLS provides these library services at the library located at Paloma Valley High School, 31375 Bradley Road, Menifee, California. This facility is operated as a joint-use facility in conjunction with the District. On-going library operations are arranged and maintained by and with oversight of the Library Administrator. The approval of the attached Addendum No. 2 (Addendum) represents a request from RCLS to extend the Agreement for its Paloma Valley High School Library commencing on July 1, 2020 through June 30, 2021.

Pursuant to the California Environmental Quality Act (CEQA), the Addendum 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 Addendum, involves the joint use of property involving existing facilities and no expansion of an existing use will occur.

The attached Addendum is summarized below:

District'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, 2020, through June 30, 2021

Rent:	Current	New
	\$ 0.56 per sq. ft.	\$ 0.59 per sq. ft.
	\$ 2,787.85 per month	\$ 2,948.81 per month
	\$33,454.20 per year	\$35,385.72 per year

Rental Adjustments: None

Utilities: District



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

Custodial: District

Maintenance: District

The attached Addendum 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 innovating programs and services to the community.

**Additional Fiscal Information**

See attached Exhibit A. All associated costs for this Addendum will be budgeted in FY2020/2021 by RCLS. RCLS will reimburse the Department of Facilities Management- Real Estate Division for all associated costs on an annual basis.

**Contract History and Price Reasonableness**

This is a one-year extension of the Agreement and the use rate is deemed below the current market rate.

The Agreement has been amended once to extend the term and modify the monthly costs associated with the Agreement.

Amendment

Date and M.O.

Joint-Use of Facilities Agreement

December 12, 2017 (M.O. 3.8)

Addendum No. 1 to Joint-Use of Facilities Agreement

September 10, 2019 (M.O. 3.16)

MN005

Attachments:

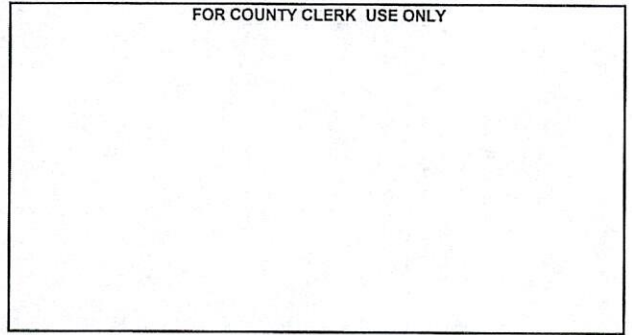
- Exhibit A
- Addendum No. 2 to the Agreement Between the County of Riverside and the Perris Union High School District for the Joint-Use of Facilities at Paloma Valley High School
- Notice of Exemption
- Aerial Image

CD:dr/070120/MN005/30.181

  
Gregory V. Priarios, Director County Counsel 7/1/2020



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



**NOTICE OF EXEMPTION**

May 13, 2020

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

**Project Name:** Addendum 2 to Paloma Valley High School Library Joint Use

7/15/20  
Date

pp  
Initial

**Project Number:** FM042461000500

**Project Location:** 31375 Bradley Road, north of Craig Avenue, Menifee, California 92584; Assessor's Parcel Number (APN) 360-170-007; (See Attached Exhibit)

**Description of Project:** The County Library provides public library services to the City of Menifee through a joint use agreement with 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 Perris Union High School District. On-going library operations are arranged by the Library Administrator and maintained with oversight by the Library Administrator. On July 1, 2007, the County of Riverside (County) entered into a Joint Use Agreement with the Perris Union High School District for the right to use and operate the library on the Paloma Valley High School campus. The parties now desire extend the lease for the Joint Use Agreement for an additional year, commencing July 1, 2020 through June 20, 2021. The Addendum #2 to the Joint Use Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). 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:** 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.

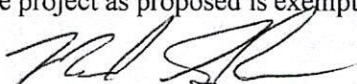
**Reasons Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State 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 extension of the Joint Use Agreement.

JUL 14 2020 3.3



- **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 renewal 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 extension of the term for the Join Use Agreement 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: 5/13/20  
Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Addendum 2 to Paloma Valley High School Library Joint Use**

**Accounting String: 524830-47220-7200400000 - FM042461000500**


DATE: May 13, 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  
3133 Mission Inn Avenue, Riverside, CA 92507

Date: May 13, 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 # FM042461000500**  
Addendum 2 to Paloma Valley High School Library Joint Use

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,**

**3133 Mission Inn Avenue, Riverside, CA 92507**

**If you have any questions, please contact Mike Sullivan at 955-8009 or email  
at [msullivan@rivco.org](mailto:msullivan@rivco.org).**

Attachment

cc: file

**ADDENDUM NO. 2 TO THE  
AGREEMENT BETWEEN THE  
COUNTY OF RIVERSIDE AND  
THE PERRIS UNION HIGH  
SCHOOL DISTRICT FOR THE  
JOINT USE OF FACILITIES AT  
PALOMA VALLEY HIGH SCHOOL**

This ADDENDUM NO. 2 TO THE JOINT USE OF FACILITIES AGREEMENT (“Addendum”) is made and entered between the County of Riverside, a political subdivision of the State of California (“County”), and the Perris Union High School District, a California public school district (District”). The date last executed by the parties is the Effective Date.

WHEREAS, Section 17077.40 of the Education Code of the State of California authorizes a school 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 school district is located, for the purposes of operating a joint-use library facility at a school site owned by the school district; and

WHEREAS the County and the District initially entered into a Joint Use Agreement on July 1, 2007 (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. Subsequently, the County and District entered into an Agreement dated July 1, 2017 (“2017 Agreement”), as amended by that certain Addendum No. 1 (“Addendum No. 1”) by and between the parties hereto, dated September 10, 2019, for the purpose of granting to the County, an exclusive right Library, and its Library Patrons to enter upon and occupy, use and operate said Library Facilities (“Use) during County Library Hours as specified by the School District and County Library; and

WHEREAS, a need for library facilities and services continues to exist in the Community of Menifee; and

WHEREAS the parties now wish to amend the 2017 Agreement to update costs and renew for an additional year.

**NOW, THEREFORE, the parties agree as follows:**

1. Section 5.1 in the 2017 Agreement is revised as follows: The term of the 2017 Agreement shall be extended for one (1) year, commencing on July 1, 2020 and



expiring on June 30, 2021 (“Second Annual Renewal”).

2. Section 5.9 in the 2017 Agreement is deleted and replaced in its entirety as follows:

“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 their condition as they exist upon completion of construction of such Facilities, or in a functional equivalent of their condition as it exists upon completion of construction, normal wear and tear excepted.

County agrees to pay **\$2,948.81 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 adjusted by the District to reflect current rates for the remaining potential renewal term. Exhibit “B” is a calculation justifying use fees.”

3. Exhibit B of the 2017 Agreement is replaced with the Exhibit B attached hereto to reflect the change in costs for the term of the Second Annual Renewal.
4. Section 2 of Addendum No.1 is revised as follows: The reference to “Section 5.10” is hereby deleted and replaced with “Section 5.9”.
5. The parties agree that all terms, conditions, and obligations of the 2017 Agreement remain in effect throughout the Second Annual Renewal term except for those provisions of the 2017 Agreement that are directly contradicted by this Addendum, in which event the terms of this Addendum shall control over the 2017 Agreement. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the 2017 Agreement, as heretofore amended.
6. Severability - If any part or parts of this Addendum shall be held unenforceable for any reason, the remainder of this Addendum shall continue in full force and effect.

**SIGNATURE PAGE TO FOLLOW**

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

<p>LESSEE:</p> <p>County of Riverside, a political subdivision of the State of California</p> <p>By: _____</p> <p>V. Manuel Perez, Chairman Board of Supervisors</p> <p>ATTEST:</p> <p>Kecia R. Harper Clerk of the Board</p> <p>By: _____</p> <p>Deputy</p> <p>Approved as to Form:</p> <p>Gregory P Priamos County Counsel</p> <p>By: _____</p> <p>Thomas Oh, Deputy County Counsel</p>	<p>LESSOR:</p> <p>Perris Union High School District, a California public school district</p> <p>By:  _____</p> <p>Dawn Bray Director of Purchasing</p>
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IN WITNESS THEREOF, the County and the District have executed this Addendum thereby indicating they have read and understood the same, and indicate their full and complete consent to its terms.

LESSEE:

County of Riverside, a political subdivision  
of the State of California

By: 

V. Manuel Perez, Chairman  
Board of Supervisors

ATTEST:

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

Approved as to Form:

Gregory P Priamos  
County Counsel

By:   
Thomas Oh, Deputy County Counsel

LESSOR:

Perris Union High School District, a California public  
school district

By: 

Dawn Bray  
Director of Purchasing

## **EXHIBIT B**

Use of Facility Fee Calculation for Operation, Maintenance and Repair (section 5.10 of Agreement) Basic Assumptions pertaining to the calculation of the Use Fee:

**1. Hours of County operation are scheduled as follows:**

<b>Day</b>	<b>Hours of Operation</b>
Monday-Thursday	12:00 p.m. – 7:00 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 completed 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 \$154.16 per month.

5. Energy costs are based on an estimate for the 2,500 square feet library building at Paloma Valley High School. Energy consumption studies performed within the District on comparable buildings have indicated an approximate energy cost of \$17 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.



**EXHIBIT B (continued)**

**For the 2020-21 Calculation of Labor Rates to Apply to Use Fee:**

<b>Position</b>	<b>2020-21 Hourly Rate Incl. Fixed Costs and H&amp;W</b>
Custodian	\$38.15
Maintenance Worker	\$49.99
HVAC Technician	\$41.90

**Baseline Calculation for the Monthly Use Fee:**

<b>Description of Cost Item</b>	<b>Labor Hours per Month</b>	<b>Total Hours per Year</b>	<b>Hourly Rate Including Fixed Costs and H&amp;W</b>	<b>Other Costs</b>	<b>Total Cost Per Year</b>
Custodial Svcs	25	300	\$38.15	N/A	\$11,445.00
Maintenance Svcs	4	48	\$49.99	N/A	\$2,399.52
HVAC Svcs	4	48	\$41.90	N/A	\$2,011.20
Materials Burden	N/A	N/A	N/A	\$1,850	\$1,850
Energy Burden	N/A	1040	N/A	\$17/hr	\$17,680.00
<b>Total Annual Cost</b>					<b>\$35,385.72</b>
<b>Total Monthly Cost</b>					<b>\$2,948.81</b>



# Addendum #2

## Menifee Library- Paloma Valley High School



### Legend

- Blueline Streams
- City Areas
- World Street Map



**\*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.

0 752 1,505 Feet

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### Notes

District 5