

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



ITEM: 3.3
(ID # 20494)

MEETING DATE:
Tuesday, January 31, 2023

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT (FM): Goodhope Park Basketball Court Lighting Improvements Project - California Environmental Quality Act Exempt, Approval of In-Principle and Preliminary Project Budget, District 1. [\$138,546 - 100% Facilities Management Community Center Budget - General Fund 10000]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Goodhope Park Basketball Court Lighting Improvements (Goodhope Park Basketball Court Lighting) Project for inclusion in the Capital Improvement Program (CIP);
2. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption; Section 15303 Class 3 New Construction or Conversion of Small Structures Exemption; Section 15311 Class 11 Accessory Structures Exemption, and Section 15061 (b)(3) "Common Sense" Exemption;
3. Approve in-principle the Goodhope Park Basketball Court Lighting Project located in Perris, California; for the installation of light emitting diode (LED) light poles at the existing basketball courts;

Continued on page 2

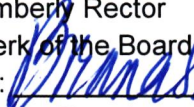
ACTION:Policy, CIP


Rose Salgado, Director of Facilities Management 1/6/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 31, 2023
xc: FM,

Kimberly Rector
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

4. Approve a preliminary project budget in the not to exceed amount of \$138,546 for the Project;
5. Authorize use of the Facilities Management Community Center Budget - General Fund 10000 not to exceed \$138,546, including reimbursement to Facilities Management (FM) for incurred project related expenses;
6. Delegate project management authority for the Project to the Director of FM, or her designee, in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for services in connection with the Project, and within the approved project budget; and
7. Authorize the Purchasing Agent to execute pre-qualified consultant service agreements not to exceed \$100,000 per pre-qualified consultant, per fiscal year, in accordance with applicable Board policies for the Project, and the sum of all contracts shall not exceed \$138,546.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 138,546	\$ 0	\$ 138,546	\$ 0
NET COUNTY COST	\$ 138,546	\$ 0	\$ 138,546	\$ 0
SOURCE OF FUNDS: Facilities Management Community Center Budget - General Fund 10000 – 100%			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Moses Schaffer (Goodhope) Park and Community Center is located within the unincorporated area known as Goodhope, just west of the City of Perris. To increase the safety of the residents using the amenities offered at the community center, increased lighting is needed. The scope of work for the Project includes but is not limited to: installation of six pole mounted LED lights at the existing basketball courts; installation of a new circuit and lighting controls.

Facilities Management (FM) recommends that the Board of Supervisors (Board) approve the Goodhope Park Basketball Court Lighting Project and the preliminary project budget in the not to exceed amount of \$138,546. FM will procure the most cost-effective project delivery method and award a construction contract in accordance with applicable Board policies to expedite delivery of the Project.

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With certainty, there is no possibility that the Goodhope Park Basketball Court Lighting Project may have a significant effect on the environment. The Project is limited to the installation of pole LED lights at the existing basketball court to provide safe recreational activity. The improvements would improve the safety of an existing recreational facility and would meet the scope and intent of the "Common Sense" Exemption identified in Section 15061 (b)(3), Class 1 - Existing Facilities Exemption identified in Section 15301, Class 3- New Construction or Conversion of Small structures Exemption identified in Section 15303, and Class 11 - Accessory Structures Exemption identified in Section 15311. A Notice of Exemption will be filed by FM staff with the County Clerk within five days of Board approval.

Impact on Residents and Businesses

The Goodhope Park Basketball Court Lighting Project will promote community involvement and safety. Construction has been scheduled to minimize any impact to the existing community center and maximize construction efficiency and project costs. No direct impact to local businesses is anticipated.

Additional Fiscal Information

The approximate allocation of the preliminary project budget is as follows:

BUDGET LINE ITEMS	BUDGET AMOUNT
DESIGN PROFESSIONAL OF RECORD	5,000
SPECIALTY CONSULTANTS	0
REGULATORY PERMITTING	1,500
CONSTRUCTION	110,990
COUNTY ADMINISTRATION	12,100
PROJECT CONTINGENCY	8,956
PRELIMINARY PROJECT BUDGET	\$ 138,546

All costs associated with this Board action will be 100% funded by Facilities Management Community Center Budget – General Fund 10000 and will be expended in FY 22/23.

RS:RM:RB:JH:SC:mg FM05110012136 MT Item #20494
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Suzanna Hackley, Assistant Director of Purchasing and Fleet Service 12/20/2022


Meghan Hahn, Principal Management Analyst 1/12/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel 1/12/2023

Riverside County
Facilities Management
3450 14th Street, 2nd Floor, Riverside, CA 92501

FM STAFF
to file

NOTICE OF EXEMPTION

November 15, 2022

Project Name: Moses Schaffer Park and Community Center Basketball Lighting Project, Goodhope

Project Number: FM05110012136

Project Location: 21091 Rider Street, east of Brown Street, Perris, 92570, Assessor's Parcel Number (APN) 318-210-050

Description of Project: The Moses Schaffer Park and Community Center is located within the unincorporated area known as Goodhope, just west of the City of Perris. To increase the safety and recreation for the residents using the amenities offered at the community center, increased lighting is needed.

On June 29, 2021, Item 3.16, the Board of Supervisors (Board) approved a pre-qualified list of architectural and engineering firms to be retained on an as-needed basis. Due to their experience, FM selected Design West Engineering, Inc. from the pre-qualified list to provide engineering services to the project. The scope of the project includes, but is not limited to, installation of six pole mounted LED lights at the existing basketball courts, new circuit and lighting controls. The installation of lighting at the Moses Schaffer Park and Community Center Basketball Court is defined as the proposed project under the California Environmental Quality Act (CEQA). The operation of the facility will continue to provide community services at the existing facility and will not result in a significant expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

Exempt Status: State California Environmental Quality Act (CEQA) Guidelines, Section 15301 Existing Facilities Exemption; Section 15303 New Construction or Conversion of Small Structure Exemption; Section 15311 Accessory Structures Exemption, and Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061, 15301, 15303 and 15311.

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 include unusual circumstances which could have the possibility of having 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 lighting improvements at the Moses Schaffer Park and Community Center.

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- **Section 15301 (d)–Existing Facilities:** This Class 1 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 improvements within the existing facility are minor functional modifications needed to maintain an appropriate level of safety and security. The facility provides community services, and the improvements to the existing facility to maintain safe and efficient operation are exempt as they meet the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15303 New Construction or Conversion of Small Structures:** This Class 3 exemption includes the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made to the exterior of the structure. The new security and safety lighting will increase the visibility on the basketball court which will provide a safer and more functional environment. The six new LED light poles are located on the same developed site and will not require additional capacity or expansion of public services. No additional capacity would be created by the lighting 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 Categorical Exemption identified in Section 15303, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15311 Accessory Structures:** This categorical exemption includes the construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities. The Project, as proposed, includes the installation of six LED light poles to illuminate the basketball court for increased functional and safety. The additional lighting would provide appurtenant illumination of the basketball court. The lighting will be limited to the use of the basketball court, is a minor accessory to the existing County facility, and will not increase or expand the use of the site; therefore, the Project is exempt as the Project meets the scope and intent of the Class 11 Exemption identified in Section 15311, 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 installation of lighting within the existing facility consists of minor modifications within developed areas to increase the functionality and safety of the facility and will not result in any direct or indirect physical environmental impacts.

Based upon the identified exemptions above, the County of Riverside, Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____ Date: 11-14-2022

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

SHELTER SERVICES AGREEMENT
(Riverside County Department of Animal Services)

THIS SHELTER SERVICES AGREEMENT (“**Agreement**”) is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”) on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program (“**Facility**”) and RIVERSIDE COUNTY DEPARTMENT OF ANIMAL SERVICES (“**Shelter**”) in connection with the California for All Animals statewide animal shelter assistance program (“**Program**”).

The parties agree as follows:

1. **Shelter Services.** Shelter shall adhere to the scope of work described in “**Exhibit A**”, attached hereto and by this reference made a part hereof (collectively the “**Services**”). University shall reimburse Shelter for costs (“**Expenses**”) pursuant to Section 2 below and as outlined in Exhibit A. “**Deliverables**” shall consist of report(s) and photographs, as applicable, as more fully described in Exhibit A. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
2. **Payment by University.** In consideration of Shelter’s Expenses as described in Exhibit A, Facility shall pay Shelter an amount not to exceed \$329,000 upon invoice from Shelter and final signature of this Agreement. Payment questions should be addressed to Nancy Bei at telephone number (530) 754-9183 or at e-mail address nmbei@ucdavis.edu.
3. **Term.** Services shall be rendered from December 15, 2022 through December 14, 2023.
4. **Endorsement Disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that University supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Shelter; or (ii) that University endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Shelter.
5. **Amendment.** This Agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.
6. **Mutual Indemnification.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages

are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

7. **Insurance.** The parties at their own respective costs shall carry sufficient insurance, or programs of self-insurance (general liability, workers' compensation, and auto liability), adequate to cover any claims arising from their respective activities under this Agreement.
8. **Force Majeure.** Neither party shall be liable for damages suffered by the other party because of University's or Shelter's failure to perform if failure is due to any cause beyond that party's control.
9. **Relationship of the Parties.** The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, or representative of the other in their relationship under this Agreement.
10. **Use of University's Name.** Shelter shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
11. **Notice.** Any notice, request, or inquiry regarding the provisions of this Agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

UNIVERSITY (regarding contracts)
Valerie A. Roque
Business & Revenue Contracts
University of California, Davis

One Shields Ave.
Davis, CA 95616
E-mail: vroque@ucdavis.edu

SHELTER (regarding contracts)
Pamela Hogan
Development Coordinator
Riverside County Department of Animal
Services
6851 Van Buren Boulevard
Jurupa Valley, CA 92509
E-mail: phogan@rivco.org

UNIVERSITY (regarding project)
Karol Tapias
School of Veterinary Medicine
University of California, Davis
One Shields Ave.
Davis, CA 95616
E-mail: ketapias@ucdavis.edu

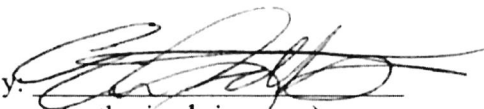
12. **University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which may be developed, provided by or arising in connection with the performance of this Agreement.
13. **Governing Law.** This Agreement shall be construed pursuant to California law.

14. **Federal Exclusion Warranty.** Shelter warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<https://www.sam.gov/index.html/##11#1>). This agreement shall be subject to immediate termination in the event that Shelter is excluded from participation in any federal healthcare or procurement program.
15. **Audit Requirements.** The Agreement, and any pertinent records involving activities related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. Shelter hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by University and any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.
16. **Termination.** University may terminate this Agreement at any time by giving Shelter thirty (30) calendar days' written notice of such action. If this Agreement is terminated, Shelter shall retain any funds expended or committed for the purposes of this Agreement and will return any unexpended funds.
17. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

RIVERSIDE COUNTY
DEPARTMENT OF ANIMAL
SERVICES

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: 
(authorized signature)

Print name: ERIN GETTIS

Title: DIRECTOR

Date: 1/31/23

By: Steven Kobayashi
Digitally signed by Steven Kobayashi
Date: 2023.02.02 11:16:51 -08'00'

Steven Kobayashi, Associate Director
Business & Revenue Contracts
UC Davis

Date: February 2, 2023

Exhibit A

Scope of Work

1. Purpose of the work: *Riverside County Department of Animal Services will partner with Best Friends Animal Society to co-sponsor a HQHVSN Trainer to provide an on-site HQHVSN Course in Riverside County.*
2. Roles and responsibilities of each party: *Riverside County Department of Animal Services will increase the regional capacity for spay/neuter by partnering with Best Friends Animal Society to sponsor a HQHVSN training, with six trainings total during the year. This will lead to the completion of 40 surgeries per training, plus 10% more surgeries annually than prior year average. No university equipment will be used.*
3. Dates and times will the work be completed: *Work will be completed during the contract period of December 15, 2022 through December 14, 2023.*
4. Location where work will be performed: *Programming may take place at any of the following Riverside County Department of Animal Services shelter facilities and in the community as appropriate and at the discretion of RCDAS.*
 - *Western Riverside County/City Animal Shelter - 6851 Van Buren Blvd, Jurupa Valley, CA 92509*
 - *Coachella Valley Animal Campus – 72-050 Pet Land Place, Thousand Palms, CA 92276*
5. Required deliverables: *One final report will be required upon completion of the program. Additional touch points during the grant will be discussed with project officer. Organization is asked to keep track of the total number of surgeries per species used with grant funds, number of veterinary and nonveterinary staff trained, total amount spent on supplies and equipment, and number of spay/neuter events held.*
6. Project milestones: *Program pilot to be completed by December 14, 2023.*

7. Total cost of the services: *Total of services not to exceed \$329,000. No construction costs will be funded through this grant.*

Items:

• <i>HQHVSN Trainer</i>	<i>\$2,250</i>
• <i>ASR - Chameleon Input</i>	<i>\$63,750</i>
• <i>Overhead lights- 2 shelters</i>	<i>\$60,000</i>
• <i>Stations- West Riverside</i>	<i>\$60,000</i>
• <i>Stations- CVAC</i>	<i>\$120,000</i>
• <i>Software Development</i>	<i>\$20,000</i>
• <i>Annual Contract</i>	<i>\$3,000</i>

Total expenses: \$329,000

8. Payment schedule: *Payment will be upon execution of the agreement.*

9. Anticipated additional work: *Additional work is not anticipated at this time.*