

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



**ITEM: 3.14**  
(ID # 20860)

**MEETING DATE:**  
Tuesday, September 12, 2023

**FROM :** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT-REAL ESTATE (FM-RE) AND RIVERSIDE COUNTY LIBRARY SYSTEM: Ratification and Approval of Fourth Amendment to the Joint Use Agreement with Corona-Norco Unified School District for the Operation of the Library at El Cerrito Middle School, Corona, Three-Year Lease Extension, California Environmental Quality Act Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 2. [Total Cost: \$43,093.32 - 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, Class 1 - Existing Facilities Exemption, and Section 15061(b)(3), "Common Sense" Exemption;
2. Ratify and Approve the attached Fourth Amendment to Lease and authorize the Chairman of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) working days of approval by the Board.

**ACTION:Policy**

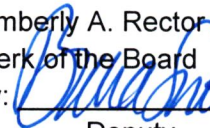
  
Rose Salgado, Director of Facilities Management 8/16/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez  
Nays: None  
Absent: None  
Date: September 12, 2023  
xc: FM-RE, RCLS, Recorder

Kimberly A. Rector  
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>	\$14,080.98	\$ 14,362.54	\$ 43,093.32	\$ 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>	23/24 – 25/26

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

**BACKGROUND:**

**Summary**

The Corona-Norco Unified School District, a California public school district (“District”) owns an existing library facility (“Library”) at El Cerrito Middle School located at 7610 El Cerrito Road, Corona, California. The purpose of this submittal is to request the approval of the attached Fourth Amendment to the Joint-Use Agreement (“Fourth Amendment”) between the District and the County of Riverside (“County”) which operates the Library. The Fourth Amendment will extend the Joint-Use Agreement for a period of three (3) years effective July 1, 2023 and expiring June 30, 2026. The current location provides an important public benefit to the community by providing Library services to our residents and students.

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

The Fourth Amendment is summarized below:

District: Corona-Norco Unified School District  
2820 Clark Avenue  
Norco, California 92860

Location: 7610 El Cerrito Road  
Corona, California 92881

Size: 5,000 Square Feet

Term: Three-year term effective July 1, 2023 expiring June 30, 2026

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

Rent:	<u>Current</u>	<u>New</u>
	\$1,119.03 per month	\$1,119.03 per month
	\$13,428.36 per year	\$13,428.36 per year

Rent Adjustment: Two (2%) percent annual increase starting July 1, 2024

Maintenance: Provided by District

Custodial Services: Provided by District

Utilities: Provided by District

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

**Impact on Residents and Businesses**

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

**Additional Fiscal Information**

See attached Exhibits A, B, and C. All associated costs for this Fourth Amendment will be budgeted in FY23/24 - FY25/26 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 Joint Use Agreement rate is deemed below the current market rate.

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

**Joint Use Agreement & Amendments**

Joint-Use Agreement  
First Amendment  
Second Amendment  
Third Amendment

**Date and M.O.**

November 8, 2011 (M.O. 3-8)  
June 16, 2014  
July 25, 2017 (M.O. 3-24)  
June 9, 2020 (M.O. 3-10)

**ATTACHMENTS:**

- Fourth Amendment to Joint Use Agreement
- Exhibit A, B, and C
- Notice of Exemption
- Aerial Map

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


*Veronica Santillan*  
Veronica Santillan, Principal Management Analyst

9/5/2023

*Aaron Gettis*  
Aaron Gettis, Deputy County Counsel

8/29/2023

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> Street, Suite 200, Riverside, CA

FOR COUNTY CLERK USE ONLY		
<b>FILED / POSTED</b>		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202300964 09/12/2023 03:26 PM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

## NOTICE OF EXEMPTION

January 18, 2023

**Project Name:** Fourth Amendment to the Joint Use Agreement with Corona-Norco Unified School District for the Operation of the El Cerrito Middle School Library, Corona

**Project Number:** FM042166003300

**Project Location:** 7610 El Cerrito Road, east of I-15, Corona, California; APN 277-210-005

**Description of Project:** The Corona-Norco Unified School District (District) owns an existing 5,000 square-foot library facility (Library) at El Cerrito Middle School, 7610 El Cerrito Road, Corona, California. The purpose of this submittal is to approve the Fourth Amendment to the Joint-Use Agreement (Agreement) between the District and the County of Riverside (County) which operates the library. The Fourth Amendment will extend the Agreement for an additional three years, effective July 1, 2023. The Fourth 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

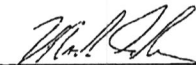
**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**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 Fourth Amendment to the Lease.



- **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 which allows for use of the existing Library. The Fourth 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 Fourth 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: 1-18-2023  
Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management

1 **Fourth 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 El Cerrito Middle School**  
4

5 This **FOURTH AMENDMENT TO JOINT USE AGREEMENT** ("Fourth  
6 Amendment"), dated as of September 12, 2023, is entered by and between the  
7 **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County"),  
8 as Lessee, and the **CORONA-NORCO UNIFIED SCHOOL DISTRICT**, a California  
9 public school district ("District"), as Lessor, hereinafter collectively referred to as the  
10 Parties or individually as a Party.

11 **RECITALS**

12 a. County and District entered into that certain Agreement dated  
13 November 8, 2011, ("Original Agreement") pursuant to which County leased a portion  
14 of that certain building located at 7610 El Cerrito Road, Corona, California (the  
15 "School"), as more particularly described in the Original Agreement.

16 b. The Original Agreement has been amended as follow:

17 1. The First Amendment to Joint Use Agreement ("First  
18 Amendment") dated July 1, 2014, by and between County and District, whereby County  
19 and District agreed to extend the term and modify the use fee.

20 2. The Second Amendment to Joint Use Agreement ("Second  
21 Amendment") dated July 25, 2017, by and between County and District, whereby  
22 County and District agreed to extend the term and modify the use fee.

23 3. The Third Amendment to Joint Use Agreement ("Third  
24 Amendment") dated June 9, 2020 by and between County and District, whereby  
25 County and District agreed to extend the term and modify the use fee.

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

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

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

6           1.     **TERM OF AGREEMENT.**

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

8           The term of the Agreement shall be extended three (3) years commencing on  
9 July 1, 2023 and terminating on June 30, 2026, unless sooner terminated by  
10 agreement of both Parties hereto or pursuant to the terms of the Agreement.

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

12          a.     Section 4.8.1 is amended by the following:

13          Commencing July 1, 2023, the County agrees to pay one thousand one hundred  
14 nineteen dollars and three cents (\$1,119.03) per month for the use of the District  
15 Library Facility, including custodial service and utilities. The use fee shall be increased  
16 by two percent (2%) annually, starting July 1, 2024.

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

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



1 all parts of the Agreement shall be construed according to its normal and usual  
2 meaning and not strictly for or against either District or County. Neither this Fourth  
3 Amendment nor the Agreement shall be recorded by the County.


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

7 (Signatures on the following Page)


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1 IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment as of the  
2 date first written above.


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4  
5 Lessee:  
6 COUNTY OF RIVERSIDE

7 By:   
8 **EVIN JEFFRIES** Chair  
9 Board of Supervisors

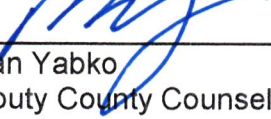
Lessor:  
CORONA-NORCO UNIFIED SCHOOL  
DISTRICT

By:   
Samuel Buenrostro, Ed.D.  
Superintendent

10 ATTEST:

11 **KIMBERLY A. RECTOR**  
12 Clerk of the Board  
13 By:   
14 Deputy

15  
16 APPROVED AS TO FORM:  
17 Minh C. Tran  
18 County Counsel

19 By:   
20 Ryan Yabko  
21 Deputy County Counsel

22  
23  
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27 JG:kt/01042023/CR033/30.879

28

SEP 12 2023 3.14

GENERAL INQUIRY

REPLY TO: [illegible]

[illegible]

[illegible]

[illegible]

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:
COST	\$ 21,281	\$ 21,563	\$ 64,693
NET COUNTY COST	\$ -	\$ -	\$ -

<b>Current Fiscal Year:</b>	7/1/2023	through	6/30/2026
<b>Name:</b>	El Cerrito Middle School Library		
<b>Premises:</b>	7610 El Cerrito Road		
<b>Term:</b>	3	years	
Effective Date	7/1/2023		
Termination Date	6/30/2026		
<b>Fiscal Year Split:</b>	(Jul-Jun)	<u>12</u>	12 months
<b>Size:</b>	5,000	SQFT	
<b>Rent:</b>	Current		New
	\$ 0.22 SQFT		\$ 0.22 SQFT
	\$ 1,119 per month		\$ 1,119 per month
	\$ 13,428 per year		\$ 13,428 per year
<b>Rental Adjustment:</b>	2.00%		
<b>Estimated Additional Costs:</b>			
Utility Cost per SQFT	\$ 0.12		
Lease Management Fee	4.86%	New agreement	
<b>Total County Cost %</b>	0.00%		

# Exhibit A

**FY 2023/24**  
**El Cerrito Middle School Library**  
**7610 El Cerrito Road**

***ESTIMATED AMOUNTS***

**Total Square Footage to be Leased:**

Current Office:	5,000 SQFT	
Approximate Cost per SQFT (Jul-Jun)	\$ 0.22	
Lease Cost per Month (Jul-Jun)	\$ 1,119.03	
Total Lease Cost (Jul-Jun)		<u>\$ 13,428.36</u>
<b>Total Estimated Lease Cost for FY 2023/24</b>		<b><u>\$ 13,428.36</u></b>

**Estimated Additional Costs:**

Utility Cost per SQFT	\$ 0.12	
Estimated Utility Costs per Month		<u>\$ 600.00</u>
Total Estimated Utility Cost (Jul-Jun)		
Total Estimated Utility Cost		<u>\$ 7,200.00</u>
		<b><u>\$ 7,200.00</u></b>
FM Lease Management Fee as of 07/01/2023	4.86%	<u>\$ 652.62</u>
<b>TOTAL ESTIMATED COST FOR FY 2023/24</b>		<b><u>\$ 21,280.98</u></b>
<b>TOTAL COUNTY COST</b>	<b>0%</b>	<b>\$ -</b>



# Exhibit B

FY 2024/25  
El Cerrito Middle School Library  
7610 El Cerrito Road

**ESTIMATED AMOUNTS**

**Total Square Footage to be Leased:**

Current Office:	5,000 SQFT	
Approximate Cost per SQFT (Jul-Jun)	\$ 0.23	
Lease Cost per Month (Jul-Jun)	\$ 1,141.41	
Total Lease Cost (Jul-Jun)		\$ 13,696.87
<b>Total Estimated Lease Cost for FY 2024/25</b>		<b>\$ 13,696.87</b>

**Estimated Additional Costs:**

Utility Cost per SQFT	\$ 0.12	
Estimated Utility Costs per Month	\$ 600.00	
Total Estimated Utility Cost		\$ 7,200.00
		<b>\$ 7,200.00</b>
FM Lease Management Fee as of 07/01/2023	4.86%	\$ 665.67
<b>TOTAL ESTIMATED COST FOR FY 2024/25</b>		<b>\$ 21,562.54</b>
<b>TOTAL COUNTY COST</b>	<b>0%</b>	<b>\$ -</b>

# Exhibit C

FY 2025/26

## ESTIMATED AMOUNTS

### Total Square Footage to be Leased:

Current Office: 5,000

### FY 2025/26

Approximate Cost per SQFT (Jul-Jun)	\$	0.23
Lease Cost per Month (Jul-Jun)	\$	1,164.24
Total Lease Cost (Jul-Jun)	\$	13,970.82
<b>Total Estimated Lease Cost for FY 2025/26</b>	<b>\$</b>	<b>13,970.82</b>

### Estimated Additional Costs:

Utility Cost per SQFT	\$	0.12
Estimated Utility Costs per Month	\$	600.00
Total Estimated Utility Cost	<b>\$</b>	<b>7,200.00</b>

Lease Management Fee as of 7/1/2022	4.86%	\$	678.98
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<b>TOTAL ESTIMATED COST FOR FY 2025/26</b>		<b>\$</b>	<b>21,849.80</b>
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F11 Total Cost		\$	64,693.32
F11 Total County Cost	0%	\$	-

# RCLS - El Cerrito Middle School

7610 El Cerrito Rd, Corona, CA 92881



- Legend**
- County Centerline Names
  - County Centerlines



**\*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.

**Notes**  
District - 2  
Premises outlined in black  
APN: 277210005

0 188 376 Feet

REPORT PRINTED ON... 6/19/2023 7:58:49 AM

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