

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



**ITEM: 3.29  
(ID # 25097)**

**MEETING DATE:**  
Tuesday, June 11, 2024

**FROM :** OFFICE OF ECONOMIC DEVELOPMENT

**SUBJECT:** OFFICE OF ECONOMIC DEVELOPMENT: Approval of the Funding Agreement between the City of Perris and the County of Riverside for the Perris Library Refresh Project. District 1. [\$600,000 - 100% County Library] (CEQA Exempt)

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

1. Approve the attached Funding Agreement between the City of Perris and County of Riverside for the Perris Library Refresh Project and authorize the Chairman of the Board to execute the same on behalf of the County; and
2. Find that the agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities and Section 15061(b)(3); and
3. Direct the Clerk of the Board to file the Notice of Exemption with the Clerk and the State Clearinghouse upon Board approval.

**ACTION:**

*Suzanne Holland*

Suzanne Holland, Director of Office of Economic Development

5/28/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington and Gutierrez  
Nays: None  
Absent: Perez  
Date: June 11, 2024  
xc: OED, Recorder/State Clearinghouse

Kimberly A. Rector  
Clerk of the Board

By: *Kimberly A. Rector*  
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>	\$ 0	\$ 600,000	\$ 600,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% County Library			<b>Budget Adjustment:</b> N/A	
			<b>For Fiscal Year:</b> 24/25	

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

**BACKGROUND:**

**Summary**

On February 5, 2019 (Agenda Item 3.8), the Board of Supervisors approved a new Lease between the County of Riverside and the City of Perris for the Perris Community Library. On January 25, 2022 (Agenda Item 3.22), the Board of Supervisors approved a three (3) year extension of the Lease. The County operates a full-service library to serve County residents at the leased facility located at 163 East San Jacinto Avenue, Perris, CA. The City of Perris has approved a Library Refresh Project for the 20,000 square foot facility. The Riverside County Library System (RCLS) will fund the Furniture, Fixtures, and Equipment (FFE) for the refresh project. The funding agreement allows for reimbursement of costs incurred by the City for FFE up to the amount of \$600,000. Project Management will be provided by the City of Perris.

Staff recommends approval of the Funding Agreement.

**Impact on Residents and Businesses**

The refresh project will improve the layout of the library as well as make a more comfortable and inviting space for patrons. Improvements to the computer areas and study rooms will enhance patron access to the newest technology.

**Additional Fiscal Information**


The City of Perris will manage a refresh of the City owned library facility, which is operated by RCLS. RCLS' funding of FFE for this project will provide a significant improvement to the library experience the County has to offer library patrons while reducing the financial impact to the County. The total County contribution will not exceed \$600,000.

**ATTACHMENTS.**

- Funding Agreement
- CEQA Exemption

*Kristine Bell-Valdez*  
Kristine Bell-Valdez, Supervising Deputy County Counsel 5/28/2024

**Riverside County  
Office of Economic Development**

<b>FILED / POSTED</b>		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202400542		
06/12/2024 09:58 AM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

**NOTICE OF EXEMPTION**

May 21, 2024

**Project Name:** Riverside County Funding Agreement with City of Perris for Upgrades at the Cesar Chavez Library, Perris

**Project Number:** FM05190011816

**Project Location:** 163 San Jacinto Avenue, west of Perris Boulevard, Assessor's Parcel Number (APN) 313-091-006

**Description of Project:** The Riverside County Library System (RCLS) covers the state's fourth largest geographic library service area, more than 7,000 square miles, and includes thirty-six libraries within the County. The Cesar Chavez Library is located at 163 San Jacinto Avenue on property owned by the City of Perris and operated by the County of Riverside under a Lease Agreement that was approved on February 5, 2019. Under the Lease Agreement, the City of Perris is responsible for performing upgrades to the Cesar Chavez Library. To maintain and enhance local access to library services, the City of Perris and County of Riverside have determined a need to provide upgrades at the library, including, but not limited to, the replacement of flooring, painting, lighting improvements and new furniture, bookshelves, computers, and front desk equipment. The County will provide up to \$6000,000 to pay for these upgrades under a funding agreement with the City of Perris. The Funding Agreement to provide interior upgrades at the Cesar Chavez Library is identified as the project under the California Environmental Quality Act (CEQA). No direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** Riverside County

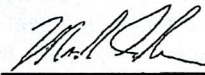
**Name of Person or Agency Carrying Out Project:** Riverside County Office of Economic Development

**Exempt Status:** State California Environmental Quality Act (CEQA) Guidelines, Section 15301 Existing Facilities Exemption; and Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 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 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 renovation of the Cesar Chavez Library.

- **Section 15301 –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 project, as proposed, is the provision of a funding agreement to provide interior upgrades at an existing facility to maintain the provision of library services. The upgrades which include new interior flooring, paint, and lighting, as well as new furniture, would not expand the footprint of the facility or increase the capacity of the site. The facility would continue to provide public services and the improvements to the existing facility 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 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 funding agreement and upgrades to the library will not result in any direct or indirect physical environmental impacts. The minor modifications would occur within the existing facility and would not expand the building footprint or substantially increase the capacity of the site. 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 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: 5-21-2024

Mike Sullivan  
County of Riverside

**FUNDING AGREEMENT  
BETWEEN  
THE CITY OF PERRIS  
AND  
THE COUNTY OF RIVERSIDE FOR  
FURNITURE, FIXTURES, AND EQUIPMENT AT  
CITY OF PERRIS CESAR CHAVEZ LIBRARY**

This Funding Agreement (“**Agreement**”) is made and entered into on June 11, 2024, (“**Effective Date**”) between the City of Perris, a California municipal corporation, (“**City**”) and the County of Riverside (“**County**”), each individually referred to as a “**Party**” and collectively as the “**Parties**”.

**RECITALS**

**WHEREAS**, the City owns that certain property commonly known as the “Cesar Chavez Library”, which is located at 163 San Jacinto Avenue, Perris, CA with Assessor Parcel Number 3130091-004 (“**Property**”);

**WHEREAS**, the County operates a library within the Property (“**Cesar Chavez Library**”) pursuant to an agreement entered into between the City and County dated February 5, 2019 (“**Lease Agreement**”);

**WHEREAS**, City and County desire to make certain upgrades to the Cesar Chavez Library pertaining to furniture, fixtures, and equipment, located in the Cesar Chavez Library.

**WHEREAS**, County desires to provide the City with funding for the project described above in an amount not to exceed \$600,000, and City desires to accept such funding;

**WHEREAS**, the County and City desire to enter into this Agreement to define the respective roles and responsibilities of the Parties in relation to the above.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement, City and County agree as follows:

**1. Recitals**

The recitals set forth above are incorporated herein by this reference.

**2. Project**

Subject to the requirements of this Agreement, the City shall perform upgrades to the Cesar Chavez Library relating to furniture, fixtures, and equipment (“**Project**”). The “**Project Completion Date**” shall be the date upon which all Project tasks are completed as determined by the City in its sole and absolute discretion. County shall fully cooperate with City in relation to

City's performance of the Project.

### **3. Project Funds**

County shall reimburse City for Project expenses in an amount not to exceed six hundred thousand dollars (\$600,000.00) ("**Project Funds**"). City shall be reimbursed in accordance with an invoice submitted to County by City, and County shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. City's invoice must include an itemized breakdown of the furniture, fixtures, and equipment for which reimbursement is being requested.

### **4. Ownership of Project Property**

All property, including, without limitation, all property purchased by City for the purpose of carrying out the Project pursuant to this Agreement shall be the property of the City ("**Project Property**"). County shall have no claim of ownership over the Project Property except as otherwise agreed by the Parties in writing and as provided in the Lease Agreement.

### **5. No Effect Upon Lease Agreement**

The Parties agree that nothing in this Agreement modifies or affects each Parties' obligations under the Lease Agreement. The obligations in this Agreement shall be in addition to the obligations under the Lease Agreement.

### **6. Term**

Unless earlier terminated in accordance with this Agreement, this Agreement shall continue in full force and effect from the Effective Date until the Project Completion Date.

### **7. Mutual Indemnification**

#### **7.1 County to indemnify City**

County agrees to indemnify, defend, protect, hold harmless, and release City, its elected and appointed bodies and officials, agents, officers and employees (collectively referred to in this section as "**City Indemnitees**"), from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused solely by any negligent act or omission or willful misconduct of County. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying Party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### **7.2 City to indemnify County**

City agrees to indemnify, defend, protect, hold harmless, and release County, its elected and appointed bodies and officials, agents, officers and employees (collectively referred to in this section as "**County Indemnitees**") from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness

costs) arising from or in connection with, or caused solely by any negligent act or omission or willful misconduct of City. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying Party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**8. Notice**

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that a Party desires to give to the other Party shall be addressed to the other Party at the addresses set forth below. A Party may change its address by notifying the other Parties of the change of address. Any notice sent by mail in the manner prescribed by this section shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

**To City:**

City of Perris  
101 N. D Street  
Perris, CA 92570  
Attn: City Manager

**To County:**

**RivCoED**  
**3403 10<sup>th</sup> St, #400**  
**Riverside, CA**  
**Attn: RCLS Administration**

**9. No Waiver**

The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

**10. Assignability**

No Party to this Agreement shall assign or transfer any interest in this Agreement nor the performance of any duties or obligations hereunder, without the prior written consent of the other Party, and any attempt by any Party to so assign or transfer this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

**11. Governing Law and Venue**

The construction and interpretation of this Agreement and the rights and duties of the Parties shall be governed by the laws of the State of California. Venue shall lie exclusively in the County of Riverside.

**12. Force Majeure**

No Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or for any interruption of services, directly or indirectly, from acts of nature, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of

suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the Parties.

**13. Prior Agreements and Amendments**

This Agreement represents the entire agreement of the Parties with respect to the subject matter described in this Agreement, and no representation, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth in this Agreement. This Agreement may only be modified by a written amendment duly executed by the Parties.

**14. Severability**

If any provision or portion of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

**15. Compliance with all Laws**

The Parties shall observe and comply with all applicable federal, State, and local laws, ordinances, and codes.

**16. Interpretation**

Each Party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting Party. This Agreement shall be construed as if all of the Parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

**17. Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

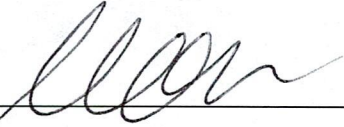
[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

**CITY**

City of Perris, a California municipal corporation

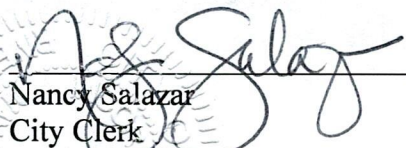
  
\_\_\_\_\_  
Clara Miramontes  
City Manager

**COUNTY**

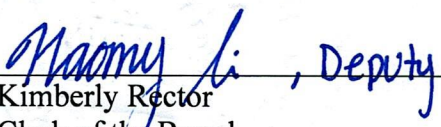
County of Riverside,

  
\_\_\_\_\_  
Chuck Washington  
Chairman of the Board of Supervisors


**ATTEST:**

  
\_\_\_\_\_  
Nancy Salazar  
City Clerk


**ATTEST:**

  
\_\_\_\_\_  
Kimberly Rector, Deputy  
Clerk of the Board

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

  
\_\_\_\_\_  
Robert Khoo  
City Attorney

**APPROVED AS TO FORM:**  
Minh C. Tran  
County Counsel

  
\_\_\_\_\_  
Kristine Bell-Valdez  
Supervising Deputy County Counsel

[END SIGNATURES]