

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



ITEM: 3.13  
(ID # 26000)

MEETING DATE:  
Tuesday, September 17, 2024

FROM : FACILITIES MANAGEMENT

**SUBJECT:** FACILITIES MANAGEMENT - REAL ESTATE (FM-RE): Ratification and approval of the Temporary Occupancy Agreement with the Living Way Christian Fellowship, a California nonprofit corporation located at 12125 Day Street, Suite U101, Moreno Valley, CA, 92557; Environmental Quality Act (CEQA) Exempt pursuant to State CEQA Guidelines Section 15301 and 15061(b)(3); District 5. [Total Cost \$70,000- 100% Registrar of Voters General Fund 10000] (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 Temporary Occupancy Agreement with Living Way Christian Fellowship and authorize the Chair 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 and the State Clearinghouse within five (5) working days of approval by the Board.

**ACTION:**Policy

  
Rose Salgado, Director of Facilities Management 9/6/2024


  
Art Tinoco, Registrar of Voters 9/9/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Washington, Perez and Gutierrez  
Nays: None  
Absent: Spiegel  
Date: September 17, 2024  
xc: FM-RE, Recorder/State Clearinghouse

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>	\$70,000	\$0	\$70,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% Registrar of Voters General Fund 10000			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 24/25</b>	

**C.E.O. RECOMMENDATION:** [CEO use]

**BACKGROUND:**

**Summary**

The Riverside County Registrar of Voters requires space for the purpose of holding training sessions to prepare election workers for the November 5, 2024, General Election. This Temporary Occupancy license agreement will allow the Registrar of Voters to use the space owned by the Living Way Christian Fellowship located at 12125 Day Street, Suite U101, Moreno Valley, CA, 92557, for a two-month period from September 9, 2024, to November 8, 2024, to support work conducted for the November 5, 2024, General Election.

Facilities Management has negotiated this Temporary Occupancy Agreement with the Living Way for a two (2) month term from September 9, 2024, to November 8, 2024. The County previously has entered into nearly identical short-term occupancy agreements with the Living Way for the same purpose.

Pursuant to the California Environmental Quality Act (CEQA), the Temporary Occupancy Agreement was reviewed and determined to be categorically exempt from CEQA under State Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption. The proposed project, the New Temporary Occupancy Agreement, is the letting of property involving existing facilities.

The terms of the New Agreement are as follows:

- Lessor: County of Riverside
- Lessee: The Living Way Christian Fellowship
- Rent: \$10,000 monthly
- Overhead Cost: \$25,000 monthly overhead cost

The attached Temporary Occupancy Agreement has been reviewed and approved by County Counsel as to the legal form.

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

**Impact on Residents and Businesses**

The activities of the Registrar of Voters to support the November 5, 2024, General Election are necessary to provide appropriately trained and prepared staff to support our democratic institutions.

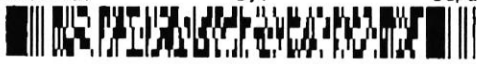
**Attachments:**

- Notice of Exemption
- Form 11 Exhibit A
- Temporary Occupancy Agreement (September 9, 2024)

*Jacqueline Ruiz* 9/9/2024 *Stacy Orton* 9/11/2024  
Jacqueline Ruiz, Principal Analyst Stacy Orton

*Aaron Gettis* 9/10/2024  
Aaron Gettis, Chief of Deputy County Counsel

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> St, 2<sup>nd</sup> Floor, Riverside, CA

<b>FILED / POSTED</b>		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202401008		
09/17/2024 04:37 PM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

**NOTICE OF EXEMPTION**

September 6, 2024

**Project Name:** Approval of Registrar of Voters Temporary Occupancy Agreement with the Living Way Fellowship at 12125 Day Street, Suite U101, Moreno Valley

**Project Number:** FM042611060000

**Project Location:** 12125 Day Street, north of State Route 60, Suite U101, Moreno Valley, 92557, California, Assessor's Parcel Number (APN): 291-050-031

**Description of Project:** The Riverside County Registrar of Voters requires space for the purpose of holding training sessions to prepare election workers for the November 5, 2024, General Election. This Temporary Occupancy license agreement will allow the Registrar of Voters to use the space owned by the Living Way Christian Fellowship located at 12125 Day Street, Suite U101, Moreno Valley, CA, 92557, for a two-month period from September 9, 2024, to November 8, 2024, to support work conducted to support the November 5, 2024, General Election.

Facilities Management has negotiated this Temporary Occupancy Agreement with the Living Way for a two (2) month term from September 9, 2024, to November 8, 2024. The County previously has entered into nearly identical short-term license or lease agreements with the Living Way for the same purpose. The Temporary Occupancy Agreement with The Living Way Christian Fellowship is identified as the proposed project under the California Environmental Quality Act (CEQA). The Agreement would maintain an ongoing use of an existing facility and would not result in physical changes or an expansion of capacity. 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), “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 Agreement, permitting continued use of existing County-owned facilities.

- **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 continued use of the existing building. The project would not substantially increase or expand the use of the sites; and is limited to temporary occupancy of the facility during the election period, which will result in 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 Agreement is limited to the continued use of the existing facility which will not expand or increase the capacity or intensity of use of the site. The use and operation of the facilities 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 sites 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: 9/6/2024  
Mike Sullivan,  
County of Riverside, Facilities Management

# Approval of Registrar of Voters Temporary Occupancy Agreement with the Living Way Fellowship at 12125 Day Street, Suite U101, Moreno Valley

## Summary

**SCH Number**

2024090814

**Public Agency**

Riverside County

**Document Title**

Approval of Registrar of Voters Temporary Occupancy Agreement with the Living Way Fellowship at 12125 Day Street, Suite U101, Moreno Valley

**Document Type**

NOE - Notice of Exemption

**Received**

9/20/2024

**Posted**

9/20/2024

**Document Description**

The Riverside County Registrar of Voters requires space for the purpose of holding training sessions to prepare election workers for the November 5, 2024, General Election. This Temporary Occupancy license agreement will allow the Registrar of Voters to use the space owned by the Living Way Christian Fellowship located at 12125 Day Street, Suite U101, Moreno Valley, CA, 92557, for a two-month period from September 9, 2024, to November 8, 2024, to support work conducted to support the November 5, 2024, General Election. Facilities Management has negotiated this Temporary Occupancy Agreement with the Living Way for a two (2) month term from September 9, 2024, to November 8, 2024. The County previously has entered into nearly identical short-term license or lease agreements with the Living Way for the same purpose. The Temporary Occupancy Agreement with The Living Way Christian Fellowship is identified as the proposed project under the California Environmental Quality Act (CEQA). The Agreement would maintain an ongoing use of an existing facility and would not result in physical changes or an expansion of capacity. No additional direct or indirect physical environmental impacts are anticipated.

# Contact Information

**Name**

Michael Sullivan

**Agency Name**

Riverside County Facilities Management

**Job Title**

Facilities Operations Manager

**Contact Types**

Lead/Public Agency

**Address**

3450 14th Street  
Riverside, CA 92501

**Phone**

(951) 955-8009

**Email**

MSullivan@rivco.org

# Location

**Cities**

Moreno Valley

**Counties**

Riverside

**Regions**

Southern California

**Cross Streets**

12125 Day Street

**Zip**

92557

**Parcel #**

291-050-031

**Other Location Info**

north of State Route 60, Suite U101

# Notice of Exemption

## **Exempt Status**

Categorical Exemption

## **Type, Section or Code**

Section 15301

## **Reasons for Exemption**

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 Agreement, permitting continued use of existing County-owned facilities. 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 continued use of the existing building. The project would not substantially increase or expand the use of the sites; and is limited to temporary occupancy of the facility during the election period, which will result in 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. 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.

## **Exempt Status**

Other

## **Type, Section or Code**

Section 15061(b)(3)

## **Reasons for Exemption**

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 Agreement, permitting continued use of existing County-owned facilities. 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 Agreement is limited to the continued use of the existing facility which will not expand or increase the capacity or intensity of use of the site. The use and operation of the facilities 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 sites 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.

**County Clerk**

Riverside

## Attachments

**Notice of Exemption**

NOE\_Approval of Registrar of Voters Temporary Occupancy Agreement

PDF

285 K

**Disclaimer:** The Governor’s Office of Planning and Research (OPR) accepts no responsibility for the content or accessibility of these documents. To obtain an attachment in a different format, please contact the lead agency at the contact information listed above. For more information, please visit [OPR’s Accessibility Site](#).

COUNTY OF RIVERSIDE

**TEMPORARY OCCUPANCY AGREEMENT**

<u>OCCUPANCY AGREEMENT COVERING PREMISES</u> <u>LOCATED AT: 12125 Day Street, Suite U101, Moreno Valley,</u> <u>CA, 92557</u>
<u>LWCF'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.:</u>
<u>TENANT: County of Riverside</u>

**File No:**

**Preamble**

THIS TEMPORARY OCCUPANCY AGREEMENT, made and entered into \_\_\_\_\_ 2024 by and between LIVING WAY CHRISTIAN FELLOWSHIP, hereinafter referred to as LWCF, without distinction as to number or gender, and the "County of Riverside, a political subdivision of the State of California", for temporary use by the Registrar of Voters, hereinafter called the County. **This Agreement is entered into for temporary use by the Registrar of Voters (ROV) for the use of the premises and parking areas as delineated in Exhibit "A". The Registrar of Voters will be conducting training of staff within the premises for the upcoming General Election on November 5, 2024.**

**WITNESSETH**

**Description**

1. The LWCF hereby authorizes the County and the County hereby hires from the LWCF those certain premises "AS IS" with appurtenances situated in the City of Riverside, County of Riverside, State of California, and more particularly described as follows:

The property is identified as a commercial building located at 12125 Day Street, Suite U101, Moreno Valley, CA 92557, as outlined in black on the attached Exhibit "A", Aerial Site Plan, consisting of the Sanctuary, Annex, and Children's Church, (and additional room if available) and use of 6 bathrooms, said Exhibit "A", hereby being incorporated into this Temporary Occupancy Agreement, and including parking spaces within the black outlined area (Premises). The County shall have exclusive access to, and use, of the occupied Premises set forth in this Temporary Occupancy Agreement Monday through Friday, from 8:00am to 5:00pm with occasional exceptions as coordinated and agreed.

**Term**

2. The term of this Temporary Occupancy Agreement shall commence on September 9, 2024, and shall terminate on November 8, 2024, with such rights of termination as may be hereinafter expressly set forth.

**Consideration**

3. County shall pay LWCF \$10,000.00 (Ten thousand and 00/100 dollars) as rent for the use of the premises per month. In addition, Registrar of Voters shall also pay monthly overhead costs of \$25,000.00 (Twenty-Five Thousand and 00/100 dollars).

**Notices**

4. All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States Mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

**To the LWCF:**

Living Way Christian Fellowship  
12125 Day Street, Suite U101  
Moreno Valley, CA 92557  
Attn: Pam Webber

**To the County:**

County of Riverside  
Department of Facilities Management  
3450 14<sup>th</sup> St., Suite 200  
Riverside, CA 92501  
Attn: Deputy Director of Facilities Management  
FM-Leasing@RIVCO.org  
Phone: (951) 955-4820

Payments shall be made payable to: Living Way Christian Fellowship

and mailed to: Living Way Christian Fellowship  
12125 Day St., Suite U101  
Moreno Valley, CA 92552

**ALL NOTICES AND CORRESPONDENCE MUST REFERENCE COUNTY AND PREMISES ADDRESS**

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

**Parking**

5. Parking spaces, upon commencement of the Temporary Occupancy Agreement, shall be unobstructed and completely accessible for County's use.

**Services, Utilities, and Supplies**

6. LWCF shall furnish normal facility operation functions including but not limited to the following services, and utilities for the area occupied by the County, and also to the "common" building areas (if any) such as lobbies, stairways, corridors, parking area, etc., if any:

- A. Sewer, trash disposal, and water service, including both hot and cold water to the lavatories.
- B. Electricity and/or gas as necessary to provide power for heating, ventilating, and air conditioning, and electrical or gas service as needed for County's operations.
- C. Custodial services daily Monday – Friday to include trash disposal, bathroom cleaning, refill soap and provide all paper products as requested. County to reimburse for costs that exceed LWCF normal use.
- D. Onsite Security service daily Monday – Friday to include two officers between 8:00am to 5:30pm daily.

**Repair and Maintenance**

7. During the term of this Temporary Occupancy Agreement, the County and LWCF will work together to ensure the occupied premises is maintained in tenantable condition. LWCF will ensure that heating, ventilating and air conditioning space is in working condition to ensure a cool and comfortable environment to conduct County operations.

**Quiet Possession**

8. The LWCF agrees that the County, while keeping and performing the covenants herein contained, shall at all times during the existence of this Temporary Occupancy Agreement, peaceably and quietly have, hold, and enjoy the occupied premises without suit, trouble, or hindrance from the LWCF or any person claiming under LWCF.

**Destruction**

9. If the occupied premises are totally destroyed by fire or other casualty, this Temporary Occupancy Agreement shall terminate. If such casualty shall render ten percent (10%) or less of the floor space of the occupied premises unusable for the purpose intended, LWCF shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten percent (10%) of such floor space unusable but not constitute total destruction, LWCF shall forthwith give notice to County of the specific number of days required to repair the same. If LWCF under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, County, in either such event, at its option may terminate this Temporary Occupancy Agreement or, upon notice to LWCF, may maintain occupancy and elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this Temporary Occupancy Agreement and any other occupancy agreement between LWCF and County.

In the event of any such destruction other than total, where the County has not terminated the Temporary Occupancy Agreement as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, LWCF shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating ten percent (10%) or less of the floor space, or within the period specified in LWCF's notice in connection with partial destruction aggregating more than ten percent (10%), the County shall have the option to terminate this Temporary Occupancy Agreement or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this occupancy agreement and any other occupancy agreement between LWCF and County.

It is understood and agreed that the County or its agent has the right to enter its destroyed or partially destroyed occupied facilities no matter what the condition. At the County's request, the LWCF shall immediately identify an appropriate route through the building to access the County occupied space. If the LWCF cannot identify an appropriate access route, it is agreed that the County may use any and all means of access at its discretion in order to enter its occupied space.

**Subrogation Waived**

10. To the extent authorized by any fire and extended coverage insurance policy issued to LWCF on the herein occupied premises, LWCF hereby waives the subrogation rights of the insurer, and releases the County from liability for any loss or damage covered by said insurance.

**Prevailing Wage Provision**

11. For those projects defined as "public works" pursuant to Labor Code §1720.2, the following shall apply:

- A. County/contractor shall comply with prevailing wage requirements and be subject to restrictions and penalties in accordance with §1770 et seq. of the Labor Code which requires prevailing wages be paid to appropriate work classifications in all bid specifications and subcontracts.
- B. The County/contractor shall furnish all subcontractors/employees a copy of the Department of Industrial Relations prevailing wage rates which LWCF will post at

the job site. All prevailing wage rates shall be obtained by the LWCF/contractor from:

Department of Industrial Relations  
Division of Labor Statistics and Research  
455 Golden Gate Avenue, 8th Floor  
San Francisco, California 94102  
Phone: (415) 703-4774  
Fax: (415) 703-4771

For further information on prevailing wage: [http://www.dir.ca.gov/dlsr/statistics\\_research.html](http://www.dir.ca.gov/dlsr/statistics_research.html)

- C. County/contractor shall comply with the payroll record keeping and availability requirement of §1776 of the Labor Code.
- D. County/contractor shall make travel and subsistence payments to workers needed for performance of work in accordance with the Labor Code.
- E. Prior to commencement of work, County/contractor shall contact the Division of Apprenticeship Standards and comply with §1777.5, §1777.6, and §1777.7 of the Labor Code and Applicable Regulations

**Fair  
Employment  
Practices**

12. During the performance of this Temporary Occupancy Agreement, the County shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. LWCF shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

County shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and the regulations or standards adopted by the awarding County to implement such article.

**Holding Over**

13. If the County fails to vacate the premises within the notice period and remains for an extended period, reimbursable cost shall be paid and prorated on a thirty (30) day month, based on the actual number of days the County occupies the premises following the effective date of termination. Any such payments for reimbursable cost shall be limited to the actual number of days occupied by the County following the effective date of termination.

**Surrender of  
Possession**

14. Upon termination or expiration of this Temporary Occupancy Agreement, the County will peacefully surrender to the LWCF the occupied premises in as good order and condition as when received, except for reasonable use and wear thereof and damage by earthquake, fire, public calamity, the elements, acts of God, or circumstances over which County has no control or for which LWCF is responsible pursuant to this Temporary Occupancy Agreement.

**Time of  
Essence,  
Binding upon  
Successors**

15. Time is of the essence of this Temporary Occupancy Agreement, and the terms and provisions of this Temporary Occupancy Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns to the respective parties hereto. All of the parties hereto shall be jointly and severally liable hereunder.

**No Oral  
Agreements**

16. It is mutually understood and agreed that no alterations or variations of the terms of this Temporary Occupancy Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

**Insurance**

17. Insurance.

(a) County Insurance. County is a self-insured public entity for purposes of addressing all lines of insurance coverage as follows:

- (i) General Liability: One Million Dollars (\$1,000,000) per occurrence.
- (ii) Vehicle Liability: One Million Dollars (\$1,000,000) per occurrence.
- (iii) Workers' Compensation: Statutory, County shall waive subrogation in favor of LWCF.

(b) LWCFs Insurance. LWCF shall maintain the following lines of insurance providing the County with a certificate of insurance and applicable endorsement(s) naming the County as an Additional Insured. For the purpose of this section only County the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

Coverage shall be at least as broad as:

- (i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (ii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. (This applies to lessees with employees). Subrogation shall be waived in favor of the County.
- (iii) Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

**Hazardous Substance**

18. County agrees that it will comply with all applicable laws existing during the term of this Temporary Occupancy Agreement pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law. In the event a government order is issued naming the County or the County incurs any liability during or after the term of the Temporary Occupancy Agreement in connection with contamination which pre-existed the County's obligations and occupancy under this Temporary Occupancy Agreement or which were not caused by the County, LWCF shall hold harmless, indemnify, and defend the County in connection therewith and shall be solely responsible as between County and LWCF for all efforts and expenses thereto.

**Restoration of Premises**

19. Upon termination of this Temporary Occupancy Agreement, LWCF agrees that the equipment installed by the County shall be and remain the property of the County, and County shall remove such property when vacating the premises. County shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair of damaged floor tile and patching and repainting damaged wall surfaces to match adjacent existing surfaces. County shall clean the premises per the current health and safety protocols established by public health officials, immediately prior to vacating the premises.

**Access** 20. LWCF shall allow County or its agents to enter the premises as of 8:00 A.M. January 15, 2024, to stage and prepare the property for Registrar of Voters.

**Indemnification** 21. The County agrees to indemnify and hold harmless the LWCF to the extent authorized by Government Code Section 14662.5 and agrees to repair or pay for any damage proximately caused by reason of the County's use of said premises during the term of this agreement, except to the extent that any such damages suffered by LWCF are the result of LWCF's negligent or wrongful acts or the acts of any persons acting under or on behalf of the LWCF and/or where the County is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the County's constitutional and statutory public responsibilities.

LWCF agrees to indemnify and hold harmless the County in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which County may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the LWCF, its employees, or any person or persons acting under the direct control and authority of the LWCF or its employees, in connection with the County's occupancy of said premises under and during the term of this agreement except to the extent that any such damages or expenses suffered by County are the result of County's sole negligence.

**Taxes** 22. LWCF is solely responsible for all tax liabilities, including property taxes

**Remedies** 23. In the event of a breach by the LWCF of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

**Access to Records** 24. The following access to records requirements apply to this Temporary Occupancy Agreement:

- i. The LWCF agrees to provide the County or any of their authorized representatives access to any books, documents, papers, and records of the LWCF which are directly pertinent to this Temporary Occupancy Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

25. County and LWCF (each, a "signing party") each represents and warrants to the other that the person or persons signing this Temporary Occupancy Agreement on behalf of the signing party has full authority to do so and that this Temporary Occupancy Agreement binds the signing party. Concurrently with the execution of this Temporary Occupancy Agreement, if requested by either Party, each signing party shall deliver to the other a certified copy of a resolution of the signing Party's board of directors or other governing board authorizing the execution of this Temporary Occupancy Agreement by the signing Party.

26. This Temporary Occupancy Agreement constitutes the full and complete agreement and understanding by and between the Parties relative to the subject matter of the Temporary Occupancy Agreement and shall supersede all prior communications, representations,

understandings, or agreements, if any, whether oral or written, concerning the same subject matter. Any prior or contemporaneous oral or written representations relating to the same subject matter is hereby revoked and extinguished by this Temporary Occupancy Agreement.

27. This Temporary Occupancy Agreement may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the parties have fully executed this agreement. Unless otherwise prohibited by law or County policy, the Parties agree that an electronic copy of this agreement, or an electronically signed agreement, has the same force and legal effect as the agreement executed with an original ink signature. The term "electronic copy of this agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed agreement in a portable document format. The term "electronically signed agreement" means the agreement that is executed by applying an electronic signature using technology approved by the County.

28. This Temporary Occupancy Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

29. This Temporary Occupancy Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Temporary Occupancy Agreement shall be in the County of Riverside, California. EACH OF THE PARTIES CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN RIVERSIDE COUNTY, CALIFORNIA.

[Signatures Provisions on the Following Page}



**IN WITNESS WHEREOF, this Temporary Occupancy Agreement has been executed by the parties hereto as of the dates written below**

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

Living Way Christian Fellowship

By: *Chuck Washington*  
Chuck Washington, Chair  
Board of Supervisors

By: *Pamela D. Webber*  
Pamela D. Webber, Administrator  
Living Way Christian Fellowship

Date 9/17/2024

Date 9/6/2024

**ATTEST:**  
**KIMBERLY A. RECTOR, Clerk**

By: *Kimberly A. Rector*  
DEPUTY

**APPROVED AS TO FORM:**  
**MINH C. TRAN**  
County Counsel

By: *Braden Holly*  
Braden Holly  
Deputy County Counsel

Date 9/6/24

JG:kt/09262023/RV600/30.997

EXHIBIT A  
AERIAL SITE PLAN  
12125 Day St., Suite U101  
Moreno Valley, California

**Riverside County Registrar of Voters**  
12125 Day Street, Suite U101, Moreno Valley, CA 92557



**Legend**

**Notes**  
Leased area outlined in blue  
APN 291-050-067  
District 5



**\*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

REPORT PRINTED ON... 11/6/2023 9:35:39 AM

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EXHIBIT "A"



**ART TINOCO**  
Registrar of Voters

**MATTHEW CEBALLOS**  
Assistant Registrar of Voters

**REGISTRAR OF VOTERS**  
COUNTY OF RIVERSIDE

## **TRAINING SITE FACILITY USE AGREEMENT**

9/4/2024

**Living Way Christian Fellowship**  
**Pamela D. Webber, Administrator, LWCF**  
**12125 Day Street., U101**  
**Moreno Valley, CA 92557**

This letter serves as a confirmation and authorization for the use of the **Living Way Christian Fellowship** for Training Sessions for the **November 5, 2024, General Election**. You are agreeing that your site will be made available commencing September 9, 2024, and terminating on November 8, 2024 (excluding Saturdays and Sundays during the dates specified on the Revised Proposal).

Date(s)

**Commencing September 9, 2024, and terminating November 8, 2024**

Requested Time(s)

**Monday – Friday 8:00am to 5:00pm with occasional exceptions as coordinated and agreed.**

*The requested times include time for setup and cleanup.*

Attendance

**250-350 Attendees**

**Room to be used: Sanctuary, Annex, Children's Church, (any other room available/ Old Chapel) and use of 6 bathrooms**

The Registrar of Voters shall pay LWCF \$10,000.00 (Ten thousand and 00/100 dollars) as rent for use of the premises per month. The Registrar of Voters shall also pay monthly overhead costs of \$25,000.00 (Twenty-Five Thousand 00/100 dollars), overhead includes the following:

Security:	\$12,000.00
Janitorial cost:	\$ 6,150.00
Janitorial Supplies:	\$ 3,000.00
Utilities cost:	\$ 1,500.00
Carpet Cleaning	\$ 1,150.00
Strip & Clean tile floors	\$ 1,200.00
<b>TOTAL OVERHEAD:</b>	<b>\$25,000.00</b>

2720 Gateway Drive, Riverside, CA 92507-0918  
Mailing Address: 2724 Gateway Drive, Riverside, CA 92507-0918  
(951) 486-7200 • FAX (951) 486-7272 • California Relay Service (Dial 711)  
[www.voteinfo.net](http://www.voteinfo.net)

**PLEASE SIGN AND RETURN BY FAX TO (951) 486-7320 or SIGN, SCAN, AND EMAIL TO:  
[HVargas@RIVCO.ORG](mailto:HVargas@RIVCO.ORG)**

**Facility is authorized for use on the date(s) listed above for the total cost agreed upon.**

Signature *Patricia D. Heber* Date 9/4/2024  
Facility Representative or Coordinator

Signature *Alice Kim* Date 09/04/2024  
Registrar of Voters Representative

# Exhibit A

**FY 2024/25**

**Registrar of Voters**

**12125 Day Street, Suite U101, Moreno Valley, CA**

## ***ESTIMATED AMOUNTS***

### **Total Square Footage to be Leased:**

Current Office:	-	SQFT	
Approximate Cost per SQFT (Jul-Aug)	\$	-	
Approximate Cost per SQFT (Sep-Nov)	\$	-	
Approximate Cost per SQFT (Dec-Jun)	\$	-	
Lease Cost per Month (Jul-Aug)	\$	-	
Lease Cost per Month (Sep-Nov)	\$	10,000.00	
Lease Cost per Month (Dec-Jun)	\$	-	
Total Lease Cost (Jul-Aug)	\$	-	
Total Lease Cost (Sep-Nov)	\$	20,000.00	
Total Lease Cost (Dec-Jun)	\$	-	
<b>Total Estimated Lease Cost for FY 2024/25</b>	<b>\$</b>	<b>20,000.00</b>	

### **Estimated Additional Costs:**

Overhead Cost	\$	-	
Overhead Costs per Month		<u>\$ 25,000.00</u>	
Total Overhead Cost (Jul-Aug)	\$	-	
Total Overhead Cost (Sep-Nov)	\$	50,000.00	
Total Overhead Cost (Dec-Jun)	\$	-	
<b>Total Overhead Cost for FY 2024/25</b>	<b>\$</b>	<b>50,000.00</b>	
<b>TOTAL ESTIMATED COST FOR FY 2024/25</b>	<b>\$</b>	<b>70,000.00</b>	
<b>TOTAL COUNTY COST</b>	100%	\$	70,000.00