

**AGREEMENT  
BETWEEN THE  
COUNTY OF RIVERSIDE  
AND THE  
PERRIS UNION HIGH SCHOOL  
DISTRICT FOR THE  
JOINT USE OF FACILITIES AT  
PALOMA VALLEY HIGH SCHOOL**

1. PARTIES

This JOINT USE AGREEMENT (“Agreement”) is made and entered between the County of Riverside of the State of California, a political subdivision of the State of California (“County”), and the Perris Union High School District of California, a California public school district (District”). The date last executed by the parties is the Effective Date.

This agreement is made with reference to the following facts:

2. RECITALS

- 2.1. Whereas, Section 17077.40 of the Education Code, of the State of California authorizes a District to enter into a contract with the County or other appropriate entity having responsibility for the provision of public library services in which the District is located, for the purposes of operating a joint-use library facility at a school site owned by the District; and
- 2.2. Whereas, the County and the District initially entered into a Joint Use Agreement on July 1, 2007 (the “Original Joint Use Agreement”) after a determination that through cooperative efforts the best library services could be provided with a combined pooling of public resources; and
- 2.3. Whereas, a need for library facilities and services continues to exist in the Community of Menifee; and
- 2.4. Whereas, the County and the District now seek to define the responsibilities and rights of the parties concerning the joint use of the District’s facilities.

NOW THEREFORE, in consideration of their mutual premises, the parties hereto do agree as follows:

3. DEFINITIONS

- 3.1. “County” is Riverside County, a political subdivision of the State of California.

- 3.2. "District" is Perris Union High School District, a California public school district.
- 3.3. "District Facilities" is the Paloma Valley High School, located at 31375 Bradley Road, in the City of Menifee.
- 3.4. "District Library Facility" is the library/media facility located at Paloma Valley High School.
- 3.5. "County Library" is the library operation and facilities jointly utilizing Paloma Valley High School.

As the term is used herein, "County Library Service" shall mean the provision of books, audio-visual materials, information, and programming to all potential users by the County Library for their educational, cultural, informational, and recreational needs.

#### 3.6. Sponsored Group Defined

As the term is used herein, the context of the County Library sponsoring a group who may use a School District Facility, a "Sponsored Group" shall mean one or more persons, or groups organized for the explicit purpose of promoting, fund raising, or implementing programs for the direct benefit of the County Library.

Request for use by Sponsored Groups during times outside the hours of this agreement shall comply with Perris Union High School District Board Policy; including complying with the insurance requirements of said agreement or insured separately. All users must process a District Facilities Use Request.

## 4. RIGHT OF USE

### 4.1. Grant of Use

On the terms and conditions herein specified, subject to the Exceptions herein permitted, and exclusive of the areas of the Library Facilities herein specifically and exclusively reserved to one or the other party ("Reserved Areas"), and upon the condition that the County Library complies with the terms, conditions, and covenants herein contained, the School District hereby grants to the County, for the Term herein specified, an exclusive right (according to the terms herein contained) use for the County Library, and its Library Patrons to enter upon occupy, use and operate said Library Facilities ("Use) during County Library Hours as specified by the School District and County Library. Initial Library Hours are noted in Exhibit A. Library hours may be increased or reduced from time to time by mutual consent of both parties.

### 4.2. Network, Wifi, and Telephone Services

- 4.2.1. County must provide their own pathway for services from the service provider's point of entry for the property to the public library (i.e. internet, phone, etc.)
- 4.2.2. County must coordinate installation of any and all new pathway with the District's Director of Facilities Services and Director of Technology.
- 4.2.3. County may continue to use any existing pathway, but any additions or modifications to the pathway must be done using new County-provided pathway.
- 4.2.4. Any additions or modifications to the pathway must be approved by the District's Director of Facilities Services and Director of Technology.
- 4.2.5. Access to IDF locations must be coordinated with the Director of Technology.
- 4.2.6. Any and all internet access, including wifi, must be confined to the library.

#### 4.3. Reserved Areas

- 4.3.1. District Use Within Library Building  
District retains exclusive rights to use of the classroom areas, textbook areas, IDF locations, and other designated spaces within the Library Facilities. District retains exclusive rights to utilize the interior room K116 of the library. The District also retains exclusive rights to utilize the 22' x 14' area directly outside of room K116. County only has access to facilities specifically referenced within this agreement.
- 4.3.2. Parking  
District will continue to provide existing on-site parking for public library operations.

#### 4.4. Use Inclusions

The use herein granted to the County Library includes the right to place or permanently erect materials and equipment necessary for conducting and providing library services or special event activities appropriate to County Library services at the District Library Facilities, subject to prior written approval of the District's Director of Purchasing, which shall not be unreasonably withheld or unreasonably conditioned, of the District. Such materials and equipment shall be purchased and adequately maintained at the sole risk and expense of the County. The County shall maintain an up-to-date inventory list of all materials, furniture, and equipment and a catalogue of all books owned by the County, with the up-to-date list provided to school site administration. Any uses or activities authorized hereunder shall otherwise comply with the applicable provisions of this Agreement and District

policies unless otherwise specified, in writing, by the parties hereto.

## 5. TERM OF AGREEMENT

- 5.1. The initial two-year term of this Agreement shall be from July 1, 2017 to June 30, 2019.
- 5.2. The contract may be renewed annually upon mutual consent expressed in writing by the District and County for up to three (3) additional one (1) year terms.
- 5.3. The agreement will not automatically renew.
- 5.4. All contracts must be signed by the District's Director of Purchasing.
- 5.5. Causes for Termination, Removal, or Suspension
  - 5.5.1. The following shall be cause to suspend or terminate the agreement upon 30 calendar days written notice unless otherwise specified.
    - 5.5.1.1. Failure of the District or County to make agreed upon repairs as a result of damage caused to District Library Facilities in a reasonably timely manner after notification by the other party.
    - 5.5.1.2. Damage/Vandalism of Facility during County use and failure to comply with District Use Policies. Does not apply to any potential after-hours incidents of vandalism.
    - 5.5.1.3. Deemed a financial hardship by either Party hereto inadequate to support the operation of the Library Facility.
    - 5.5.1.4. Failure of the District to provide an environment deemed appropriate or sufficiently secure by County Library staff.
    - 5.5.1.5. Without cause if notice is provided by either party whereby the Agreement will be terminated on June 30 of the fiscal year the notice was provided. However, it shall not terminate from a date less than 180 days of notice.
    - 5.5.1.6. If use is in conflict with District's educational program, and/or County Library Hours cannot be changed to accommodate District's educational program.
    - 5.5.1.7. Failure by the County, County Library, or County Library staff or volunteers to comply with terms and conditions of this Agreement after request to do so, and adequate time to comply, by the District. This shall include, but not be limited to, irreconcilable

conflicts with the District's access or library policies in effect at the signing of this Agreement (or District policies subsequently amended and for which consent is provided by the County Librarian).

5.6. Access to Library Facility

5.6.1. Access to District Library Facilities

5.6.1.1. Access During County Library Hours

This agreement assures that the County Library can carry out its intended use during the agreed upon hours of use without conflict with school operations.

5.7. Event Termination

In the event of termination of this Agreement, County-owned books, equipment, and furniture will be removed by the County subject to the most current list provided by the County Library of books, materials, furniture, and equipment as provided under Section 4.4 under supervision of the District administration.

5.8. Programs

County reserves the right to conduct Library programs (such as story hours) on the Library Facilities during mutually agreed hours without disruption.

5.9. Duty to Supervise

During all such times as all or part of the Library Facility is used by the County Library, or a Sponsored group of the County, as herein permitted, the County Library shall be responsible for providing and shall provide, competent, on-site supervision of said Sponsored Group by an appropriate contingent of responsible adults and such appropriate security therefore reasonably necessary to prevent property damage or intentional personal injury to any person.

5.10. Use Fee, Operation Expense, Maintenance, and Repair

Except as herein provided, the District agrees to operate, maintain, and repair, at its expense, the Library Facilities in its condition as it exists upon completion of construction or such Facilities, or a functional equivalent of their condition as it exists upon completion of construction, normal wear, and tear excepted. County agrees to pay \$2,745.06 per month for facilities use, including Custodial services, Maintenance Worker services, HVAC Tech services, and utilities during the term of the Agreement. The use fee shall be adjusted by the District to reflect current rates for each of the three (3) potential renewal terms. **Exhibit "B" is a calculation justifying use fees.**

5.10.1. Major Repairs

To the extent that a major repair to the Library Facility is required, the District shall diligently attempt, in good faith, to secure the repair of the

Library Facility by estimating the cost of repair, budget funds for same, designing the repair, and implementing the design, all of which shall be done to the extent that funds are available to do so (See Section 7, Insurance),

5.11. Facility Modification or Removal Rights

Except with the written consent of the other party to this Agreement or as required by the terms hereof, granted by authority of the Governing Board of said party, the Library Facility shall not be removed from service. The District reserves the right to relocate the Library Facility or make renovations, subject to damage, or modernization. Ownership and title to the facility shall remain with the District

5.12. Operational matters will be set forth in Attachment 'D', attached hereto and incorporated herein by this reference.

5.12.1. Staffing

The County shall provide sufficient staffing to support County Library events, programs, and/or activities to be held or conducted at the Library Facility in order to assure that the operation is maintained in a safe and secure manner. All county employees entering the facility will be fingerprinted pursuant to Education code 45125 etseq.

5.12.2. Alarm System

The District will be responsible for providing and maintaining intrusion and fire alarm systems. The County will follow District's procedure regarding the use of those systems.

5.12.3. Normal Cleanup Maintenance

The District shall provide normal and customary custodial services in the Library.

6. INDEMNITY:

6.1. To the fullest extent permitted by law, District shall defend and indemnify the County and its officials, employees, agents, and volunteers for any claims, damages, losses and expenses, including but not limited to attorney fees, arising out of the District's failure to maintain, repair or keep in good repair the facilities.

6.2. To the fullest extent permitted by law, County shall defend and indemnify the District and its officials, agents and employees ("indemnified parties") from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of County's use of the facilities.

6.3 Neither County, nor any officer or employee thereof shall be responsible for any

damage or liability occurring by reason of anything done or omitted to be done by District under or in connection with any work, authority or jurisdiction delegated to District under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, District shall fully indemnify and hold County harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by District under or in connection with any work, authority or jurisdiction delegated to District under this Agreement.

6.4 Neither District, nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by County under or in connection with any work, authority or jurisdiction delegated to County under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, County shall fully indemnify and hold District harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by County under or in connection with any work, authority or jurisdiction delegated to County under this Agreement.

7. COUNTY MINIMUM INSURANCE REQUIREMENTS: County shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should County maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

7.1. General Liability coverage, including premises, operations, products and completed operations and contractual liability with limits not less than \$1,000,000.00 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products –Completed Operations Aggregate for bodily injury, personal injury, and property damage.

7.1.1. The General Liability Coverage shall include the following endorsements:

7.1.1.1. The District, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement, CG 20 11 or CG 20 26, naming these parties or a blanket additional insured endorsement applicable “when required by written contract or agreement”;

- 7.1.1.2. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement”;
    - 7.1.1.3. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement”.
- 7.2. Automobile Liability coverage with limits not less than \$1,000,000.00 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.
  - 7.2.1. The Automobile Liability coverage shall include the following coverage or by endorsements:
    - 7.2.1.1. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement”;
    - 7.2.1.2. A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement”.
- 7.3. Workers’ Compensation including statutory coverage as required by the State of California and including Employers’ Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.
  - 7.3.1. The Workers’ Compensation coverage shall include the following endorsements:
    - 7.3.1.1. A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement”;
- 7.4. Umbrella or Excess Liability coverage with limits not less than \$1,000,000.00 excess over the Commercial General Liability, Automobile Liability and Employer’s Liability.



- 7.4.1. The Umbrella or Excess Liability coverage shall include the following endorsements:
    - 7.4.1.1. All endorsements required under Paragraphs I. 1., I. 2., I.3. Above;
  - 7.5. Should any of the insurance policies contain either a deductible or self-insured retention, the County shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs.
  - 7.6. Should any required insurance policies be cancelled, non-renewed or if the County fails to renew, County shall provide notice of such cancellation immediately to the District.
  - 7.7. All insurance policies as required in this section shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.
  - 7.8. Certificates of Insurance Coverage shall be filed by County with the District evidencing all of the insurance coverages required in this section at the time this Agreement is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by County. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.
  - 7.9. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the District. County is a local government entity created under the laws of the State of California, and shall have the right to self-insure with respect to any insurance requirements for this Agreement. County shall maintain its self-insurance program in full force during the term, and shall provide proof of self-insurance if requested by District.
8. **DISTRICT MINIMUM INSURANCE REQUIREMENTS:** District shall obtain and maintain the insurance coverages and limits as shown below for the duration of this Agreement. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should District maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the County and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

8.1. General Liability coverage, including premises, operations, products and completed operations and contractual liability with limits not less than \$1,000,000.00 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products –Completed Operations Aggregate for bodily injury, personal injury, and property damage.

8.1.1. The General Liability Coverage shall include the following endorsements:

8.1.1.1. The County, its Board, officers, agents and employees shall be included as Additional Insureds either by specific endorsement, CG 20 11 or CG 20 26, naming these parties or a blanket additional insured endorsement applicable “when required by written contract or agreement”;

8.1.1.2. A Waiver of Subrogation endorsement in favor of the County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement”;

8.1.1.3. A Primary, Non-contributory endorsement in favor of the County, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement”.

8.2. Automobile Liability coverage with limits not less than \$1,000,000.00 per accident for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.

8.2.1. The Automobile Liability coverage shall include the following coverage or by endorsements:

8.2.1.1. A Waiver of Subrogation endorsement in favor of the County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable “when required by written contract or agreement”;

8.2.1.2. A Primary, Non-contributory endorsement in favor of the County, its Board, officers, agents and employees or a blanket primary, non-contributory endorsement applicable “when required by written contract or agreement”.

8.3. Workers’ Compensation including statutory coverage as required by the State of California and including Employers’ Liability with limits not less than \$1,000,000.00 each accident; \$1,000,000.00 policy limit bodily injury by disease; \$1,000,000.00 each employee bodily injury by accident.

8.3.1. The Workers' Compensation coverage shall include the following endorsements:

8.3.1.1. A Waiver of Subrogation endorsement in favor of the County, its Board, officers, agents and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or agreement";

8.4. Umbrella or Excess Liability coverage with limits not less than \$1,000,000.00 excess over the Commercial General Liability, Automobile Liability and Employer's Liability.

8.4.1. The Umbrella or Excess Liability coverage shall include the following endorsements:

8.4.1.1. All endorsements required under Paragraphs I. 1., I. 2., I.3. Above;

8.5. Should any of the insurance policies contain either a deductible or self-insured retention, the District shall be responsible to pay that deductible or self-insured retention and the County shall not be responsible to pay these costs.

8.6. Should any required insurance policies be cancelled, non-renewed or if the District fails to renew, District shall provide notice of such cancellation immediately to the County.

8.7. All insurance policies as required in this section shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VIII. Alternatively, individual or group self-insurance may be accepted in the sole discretion of the County.

8.8. Certificates of Insurance Coverage shall be filed by District with the County evidencing all of the insurance coverages required in this section at the time this Agreement is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by District. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

## 9. REMEDIES FOR BREACH

9.1. Default in Performance

If a party shall default in the performance of any covenant or condition required by this Agreement to be performed by such party, then the other will give the breaching party written notice citing such default and demand the breaching party or any person claiming rights through breaching party shall correct such default as soon as possible, but in no event, later than 30 days.

9.2. Waiver

Either party to this Agreement may specifically and expressly waive in writing, the requirements of any portion of this Agreement, or any breach thereof, but no such waiver shall constitute a further or continuing waiver of the obligation of any preceding or succeeding breach of the same or any other provision. A waiving party may, at any time thereafter, require future compliance by the other party hereto with the provisions that are so waived. The consent of one party to any acts by the other party for such written consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of any part to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, covenants, conditions, and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other.

9.3. Miscellaneous

9.3.1. Notices

All notices and demands shall be given in writing by personal delivery or first-class mail postage prepaid. Notices shall be addressed as appears below for the respective party; provided that, if any Party gives notice of a change of name or address, notices shall be appropriately modified to reflect such changes. Notices shall be deemed received seventy-two (72) hours after deposit in the United States mail.

Notices to the District:

Perris Union High School District  
Attn: Director of Purchasing  
155 East Fourth Street  
Perris, CA 92570

Notices to the County:

County of Riverside  
Attn: County Librarian  
4080 Lemon Street, 12th Floor  
Riverside, CA 92501

- 9.3.2. **Compliance with Law**  
Both parties shall at all times in the maintenance, occupancy, and operation of the Library Facility under the terms of this Agreement comply with all applicable laws, statutes, ordinances, and regulations of County, State, and Federal Governments, at that party's sole cost and expense. In addition, both parties shall comply with any and all notices issued by the other party under the authority of any such law, statute, ordinance, or regulation.
- 9.3.3. **County Approval**  
The approval or consent of County, wherever required in this use, shall mean the written approval by the County Board of Supervisors unless explicitly stated otherwise. Amendments to the terms of this Agreement shall be only made upon formal approval of the Riverside County Board of Supervisors.
- 9.3.4. **Captions**  
The section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is unintentional and shall have no effect on the enforceability of this Agreement.
- 9.3.5. **Disputes**  
Any dispute involving this Agreement may be submitted in writing to the County's Librarian or his/her designee and to the District Assistant Superintendent of Business Services and the Paloma Valley High School Principal. The parties hereto, in good faith, shall attempt to resolve said dispute before relief may be sought by either party.
- 9.3.6. **Amendment**  
This Agreement may only be amended by the written consent of the parties hereto at the time of such amendment.
- 9.3.7. **Entire Agreement**  
This Agreement, including all attachments and exhibited hereto, supersedes any prior agreement and contains the entire agreement of the parties on the matters covered. No other agreement, statement, or promise made by any other party or by any employee, officer, or agent of each party hereto that is not in writing and signed by the parties hereto shall be binding.
- 9.3.8. **Exhibits**  
All exhibits and attachments to which reference is made are deemed incorporated in this Agreement, whether or not actually attached.
- 9.3.9. **Further Assurances**

Each party hereto agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the provisions of this Agreement.

9.3.10. Governing Law

This Agreement has been executed in and shall be governed by the laws of the State of California.

9.3.11. Counterparts

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

9.3.12. Authority

The County and the District represent that the individuals signing this Agreement have full right and authority to bind their respective parties to this Agreement.

9.3.13. Invalidity

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

9.3.14. Non-Assignability

This Agreement, and the rights and obligations set forth herein, may not be assigned without the express prior written consent of the other party hereto, Any attempt of assignment, without such prior written consent, is void.

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

SIGNATURE PROVISIONS FOLLOW

LESSEE:  
COUNTY OF RIVERSIDE

LESSOR:  
Perris Union High School District

By: \_\_\_\_\_  
John J. Benoit, Chairman  
Board of Supervisors

By: \_\_\_\_\_

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By: \_\_\_\_\_  
R. Todd Frahm  
Deputy County Counsel

## **EXHIBIT A**

### **Hours of Operation:**

Monday through Wednesday	12:00 p.m. to 7:00 p.m.
Thursday	12:00 p.m. to 5:00 p.m.
Friday	Closed
Saturday	10:00 a.m. to 2:00 p.m.
Sunday	Closed

### **Holiday Schedule:**

The Library will be closed on the following holidays:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Veteran's Day
5. Thanksgiving Day and the day after
6. Christmas Eve
7. Charismas Day
8. New Year's Eve
9. New Year's Day
10. Martin Luther King Day
11. Lincoln's Birthday
12. President's Day
13. Memorial Day



**EXHIBIT B**

Use of Facility Fee Calculation for Operation, Maintenance and Repair (section 4.8 of contract)

Basic Assumptions pertaining to the calculation of the use Fee:

1. House of County operation are scheduled as follows:

Day	Hours of Operation
Monday-Thursday	12:00 p.m. – 7:00 p.m.
Friday	Closed
Saturday	10:00 a.m. – 2:00 p.m.
Sunday	Closed

2. It is assumed the library will be open every Saturday during the year, except Saturdays that fall on a holiday. There are approximately 52 Saturdays in each year. Whereas, holidays occasionally fall on a Saturday, the calculation will be adjusted to approximate this at 50 Saturdays per year.
3. Maintenance and HVAC work is assumed to be complete during regular working hours and therefore will be calculated at the straight time rate of approximately 4 hours per month or 48 hours per year for maintenance and approximately 4 hours per month or 48 hours per year for HVAC work.
4. Maintenance and custodial material burden is estimated to be \$150 per month.
5. Energy costs are based on an estimate for the 2,500 square feet library building at Paloma Valley High School. Energy consumption studies performed within the District on comparable buildings have indicated an approximate energy cost of \$16 per hour.
6. The District will incur additional energy consumption due to the operations of the public following the close of school each day at an average of 20 hours per week equaling 1,040 hours per year.

For the 2017-18 Calculation of labor rates to apply to use fee:

Position	2017-18 Hourly Rate Including Fixed Costs and H&W
Custodian	\$34.33
Maintenance Worker	\$44.26
HVAC Technician	\$43.30

Baseline Calculation for the Monthly User Fee

Description of Cost Item	Labor Hours Per Month	Total Hours Per Year	Hourly Rate Inc. Fixed Costs and H&W	Other Costs	Total Cost Per Year
Custodial Svcs	25	300	\$31.57	N/A	\$10,298.12
Maintenance Svcs	4	48	\$44.26	N/A	\$2,124.24
HVAC Svcs	4	48	\$43.30	N/A	\$2,078.37
Materials Burden	N/A	N/A	N/A	\$1,800.00	\$1,800.00
Energy Burden	N/A	1144	N/A	\$32.00	\$16,640.00

**Total Annual Cost      \$32,940.73**  
**Total Monthly Cost      \$2,745.06**

## EXHIBIT C

### Operational Issues

1. Operational Authority:
  - a. School library services will operate under the policies and authority of the District Governing Board.
  - b. While County Library services will operate under the policies and authority of the County Board of Supervisors, operations will not conflict with District policies regarding use of facilities.
2. Training:
  - a. County and District staff assigned to the Library will be trained concerning operation policies and procedures of both District and County.
3. Collection, Use and Circulation Policies
  - a. Use of public library resources by District students during the school day for instructional purposes will be under the supervision of the District. County Library circulation policies and procedures (e.g. fines, fees, and borrowing period) will apply to materials borrowed from the County library collection to the interlibrary loan or reference requests made through the County library system. District policies and procedures will apply to use of District library resources. The County will retain the money collected for fines and other fees on County materials.
  - b. The county will provide the District access to the on-line catalog (Riverside County network) and allow requests, for anyone possessing a County Library Card, to be placed in a manner consistent with that at other County library facilities.
  - c. County trained District personnel may issue County cards provided they follow appropriate County policy.
  - d. County policies regarding confidentiality of library patrons cards shall be followed by District personnel.
  - e. County users may utilize District library materials on premises. District policies apply to use of District materials.
  - f. Library materials will be maintained as an integrated collection.
4. Furniture & Equipment
  - a. The County will provide and maintain furniture and equipment required for the conduct of public library business.
  - b. The County will provide and maintain computers for public areas and County Library staff use, and an exterior book drop.
  - c. County will install and maintain equipment needed to access the Riverside County Network and Internet.
  - d. District will not be responsible for the installation or maintenance of telephones. County will be responsible for all telephone service related billing.
5. Signs
  - a. Any sign not a part of District Facilities shall be approved by the District
  - b. Temporary interior signs may be posted as agreed.
  - c. County will post public library hours operation at the outside entrance to the library.