

**ADDENDUM NO. 2 TO THE
AGREEMENT BETWEEN THE
COUNTY OF RIVERSIDE AND
THE PERRIS UNION HIGH
SCHOOL DISTRICT FOR THE
JOINT USE OF FACILITIES AT
HERITAGE HIGH SCHOOL**

This ADDENDUM NO. 2 TO THE JOINT USE OF FACILITIES AGREEMENT (“Addendum”) is made and entered between the County of Riverside, a political subdivision of the State of California (“County”), and the Perris Union High School District, a California public school district (District”). The date last executed by the parties is the Effective Date.

WHEREAS, Section 17077.40 of the Education Code of the State of California authorizes a school 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 school district is located, for the purposes of operating a joint-use library facility at a school site owned by the school district; and

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

WHEREAS, the County and the District entered into a new Joint Use Agreement on December 12, 2017 (the “New Joint Use Agreement”) after a determination was made to continue to combine pooling of public resources; and

WHEREAS, the County and District entered into an Addendum No. 1 to the New Joint Use Agreement dated September 10, 2019, whereby the parties amended the New Joint Use Agreement to update costs and renew the agreement for an additional year; and

WHEREAS, a need for library facilities and services continues to exist in the Community of Menifee; and

WHEREAS the parties now wish to amend the New Joint Use Agreement to update costs and renew for an additional year.

NOW, THEREFORE, the parties agree as follows:

1. Section 5.1 in the New Joint Use Agreement is revised as follows: The term of the New Joint Use Agreement shall be extended for one (1) year, commencing on July 1, 2020 and expiring on June 30, 2021 (“Second Annual Renewal”).
2. Section 5.10. in the New Joint Use Agreement is deleted and replaced in its entirety as follows:

“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 their condition as they exist upon completion of construction of such Facilities, or in a functional equivalent of their condition as it exists upon completion of construction, normal wear, and tear excepted.

County agrees to pay **\$4,728.01 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 the remaining potential renewal term. Exhibit “B” is a calculation justifying use fees.”
3. Exhibit B of the New Joint Use Agreement is replaced with the Exhibit B attached hereto to reflect the change in costs for the term of the Second Annual Renewal.
4. The parties agree that all terms, conditions, and obligations of the New Joint Use Agreement remain in effect throughout the Second Annual Renewal term except for those provisions of the New Joint Use Agreement that are directly contradicted by this Addendum, in which event the terms of this Addendum shall control over the New Joint Use Agreement. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the New Joint Use Agreement, as heretofore amended.
5. Severability - If any part or parts of this Addendum shall be held unenforceable for any reason, the remainder of the Addendum shall continue in full force and effect.

SIGNATURE PAGE TO FOLLOW

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

<p>LESSEE:</p> <p>County of Riverside, a political subdivision of the State of California</p> <p>By: _____</p> <p>V. Manuel Perez, Chairman Board of Supervisors</p> <p>ATTEST:</p> <p>Kecia R. Harper Clerk of the Board</p> <p>By: _____</p> <p>Deputy</p> <p>Approved as to Form:</p> <p>Gregory P Priamos County Counsel</p> <p>By: _____</p> <p>Thomas Oh, Deputy County Counsel</p>	<p>LESSOR:</p> <p>Perris Union High School District, a California public school district</p> <p>By: _____</p> <p>Dawn Bray Director of Purchasing</p>
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EXHIBIT B

Use of Facility Fee Calculation for Operation, Maintenance, and Repair (section 5.10 of Agreement) Basic Assumptions pertaining to the calculation of the Use Fee:

1. Hours of County operation are scheduled as follows:

Day	Hours of Operation
Monday-Thursday	3:00 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 completed 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 \$154.16 per month.

5. Energy costs are based on an estimate for the 5,373 square feet (includes the 308 sq. ft. reduction for site use) for County-utilized area of the library building at Heritage High School. Energy consumption studies performed within the District on comparable buildings have indicated an approximate energy cost of \$33.60 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 22 hours per week equaling 1,144 hours per year.

**EXHIBIT B
(continued)**

For the 2020-21 Calculation of Labor Rates to Apply to Use Fee:

Position	2020-21 Hourly Rate Incl. Fixed Costs and H&W
Custodian	\$39.77
Maintenance Worker	\$46.92
HVAC Technician	\$47.20

Baseline Calculation for the Monthly Use Fee:

Description of Cost Item	Labor Hours per Month	Total Hours per Year	Hourly Rate Including Fixed Costs and H&W	Other Costs	Total Cost Per Year
Custodial Svcs	25	300	\$39.77	N/A	\$11,931.00
Maintenance Svcs	4	48	\$46.92	N/A	\$2,252.16
HVAC Svcs	4	48	\$47.20	N/A	\$2,265.60
Materials Burden	N/A	N/A	N/A	\$1,850	\$1,850
Energy Burden	N/A	1,144	N/A	\$33.60/hr	\$38,438.40
Total Annual Cost					\$56,736.16
Total Monthly Cost					\$4,728.01