

**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  
PALOMA VALLEY 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. Subsequently, the County and District entered into an Agreement dated July 1, 2017 (“2017 Agreement”), as amended by that certain Addendum No. 1 (“Addendum No. 1”) by and between the parties hereto, dated September 10, 2019, for the purpose of granting to the County, an exclusive right Library, and its Library Patrons to enter upon and occupy, use and operate said Library Facilities (“Use) during County Library Hours as specified by the School District and County Library; 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 2017 Agreement to update costs and renew for an additional year.

**NOW, THEREFORE, the parties agree as follows:**

1. Section 5.1 in the 2017 Agreement is revised as follows: The term of the 2017 Agreement shall be extended for one (1) year, commencing on July 1, 2020 and

expiring on June 30, 2021 (“Second Annual Renewal”).

2. Section 5.9 in the 2017 Agreement is deleted and replaced in its entirety as follows:

“5.9.” 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 **\$2,948.81 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 2017 Agreement is replaced with the Exhibit B attached hereto to reflect the change in costs for the term of the Second Annual Renewal.
4. Section 2 of Addendum No.1 is revised as follows: The reference to “Section 5.10” is hereby deleted and replaced with “Section 5.9”.
5. The parties agree that all terms, conditions, and obligations of the 2017 Agreement remain in effect throughout the Second Annual Renewal term except for those provisions of the 2017 Agreement that are directly contradicted by this Addendum, in which event the terms of this Addendum shall control over the 2017 Agreement. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the 2017 Agreement, as heretofore amended.
6. Severability - If any part or parts of this Addendum shall be held unenforceable for any reason, the remainder of this 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:**

<b>Day</b>	<b>Hours of Operation</b>
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 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 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 \$17 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.

**EXHIBIT B (continued)**

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

<b>Position</b>	<b>2020-21 Hourly Rate Incl. Fixed Costs and H&amp;W</b>
Custodian	\$38.15
Maintenance Worker	\$49.99
HVAC Technician	\$41.90

**Baseline Calculation for the Monthly Use Fee:**

<b>Description of Cost Item</b>	<b>Labor Hours per Month</b>	<b>Total Hours per Year</b>	<b>Hourly Rate Including Fixed Costs and H&amp;W</b>	<b>Other Costs</b>	<b>Total Cost Per Year</b>
Custodial Svcs	25	300	\$38.15	N/A	\$11,445.00
Maintenance Svcs	4	48	\$49.99	N/A	\$2,399.52
HVAC Svcs	4	48	\$41.90	N/A	\$2,011.20
Materials Burden	N/A	N/A	N/A	\$1,850	\$1,850
Energy Burden	N/A	1040	N/A	\$17/hr	\$17,680.00
<b>Total Annual Cost</b>					<b>\$35,385.72</b>
<b>Total Monthly Cost</b>					<b>\$2,948.81</b>