

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

618



SUBMITTAL DATE:
January 28, 2015

FROM: Economic Development Agency

SUBJECT: First Amendment to License Agreement – Provider Contract Food Services, Inc. - Atrium Café, Riverside, 3 Years, CEQA Exempt, District 2 [\$14,572] EDA-Real Estate 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA guidelines Section 15301 and Section 15061(b)(3);
2. Ratify the attached First Amendment to License and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within 5 days of approval by the Board.

BACKGROUND:

Summary

(Commences on Page 2)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 14,572	\$ 0	\$ 14,572	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: EDA-Real Estate 100%				Budget Adjustment: No	
				For Fiscal Year: 2015/16-2018/19	

C.E.O. RECOMMENDATION:

APPROVE

BY:

Imelda Delos Santos

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE
 Departmental Concurrence
 FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Esteban Hernandez

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 3.25 of 12/9/08

District: 2

Agenda Number:

3-5

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

Economic Development Agency

FORM 11: First Amendment to License Agreement – Provider Contract Food Services, Inc. - Atrium Café, Riverside, 3 Years, CEQA Exempt, District 2 [\$14,572] EDA-Real Estate 100%

DATE: January 28, 2016

PAGE: 2 of 3

BACKGROUND:

Summary

On April 8, 2003, the Board of Supervisors entered into a license agreement with Provider Contract Foodservice, Inc., (Provider) operator of the Atrium Café, located in the County Administrative Center. On December 9, 2008, the Licensee and County entered into a new License Agreement. The café has been open since December 2003 and continues to provide food service and a high level of customer service to the County staff and the general public. The purpose of this Form 11 is to extend the contract period and allow Provider to support and implement new healthy eating programs at the Atrium Café.

By implementing and supporting new healthy eating programs at the Atrium Cafe, Provider will become an important partner and supporter of the Healthy Riverside County Initiative. The goals of the Café during the extended contract period include implementation of a healthier lifestyle menu, increased healthy item menu consumption, increased flexibility and ease of ordering, improved speed of service, increased overall value to County employees, and increased employee participation. To achieve these goals the following components are required:

- **New Healthy Lifestyle Menu** Emphasize dietetic options, no gluten added, lactose free, vegetarian, low sodium options

- **Electronic Digital Menu Boards** Ease of reading formatted to single meal periods, as opposed to all menu items all day, separating day-parts showing applicable products offered at the time, menu item photos, in motion displays in enhanced messages

- **New POS System** New Point of Sale System that is credit card compliant capable of utilizing current technology for quick service food queuing, online ordering and payment, interacts with County employee database for Healthy Dining Options and tracking points

- **Mobile App Ordering** The ability to order and pay through Mobil Applications to improve services

The following further defines the terms of the First Amendment to License Agreement:

Licensee and Location: Provider Contract Foodservice, Inc.
7119 Indiana Avenue
Riverside, California 92504

Location: Riverside County Administrative Center, First Floor Annex
4080 Lemon Street
Riverside, California 92501

Size: Approximately 4,000 square feet

Revised Term: Three years

Options to Extend: Three years

(Continued)

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

Economic Development Agency

FORM 11: First Amendment to License Agreement – Provider Contract Food Services, Inc. - Atrium Café, Riverside, 3 Years, CEQA Exempt, District 2 [\$14,572] EDA-Real Estate 100%

DATE: January 28, 2016

PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

New Improvements: Not to exceed \$14,572 with payment upon completion, improvements to be owned by County.

RCIT Cost: N/A

Utilities: County shall pay for telephone and internet service

Taxes: Possessory interest tax to be reimbursed by County.

Revised Maintenance: Licensee to service equipment and provide minor repairs to the premises. County to provide major repairs or replacement of the existing equipment and improvements.

Pursuant to the California Environmental Quality Act (CEQA), the License Agreement was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines Section 15301 Class1-existing facilities and Section 15061(b)(3) Common Sense Exemption.

The attached First Amendment to License Agreement has been reviewed and approved by County Counsel as to legal form.

Impact on Citizens and Businesses

The renewal of this agreement will result in the continued providing of food services to County staff and the public at large and an emphasis on healthy food options going forward.

SUPPLEMENTAL:

Additional Fiscal Information

All associated costs for this License Agreement will be fully funded through the Economic Development Agency's Real Estate Budget.

Contract History and Price Reasonableness

This is a renewal of the existing agreement and the calculations for profit sharing between the Licensee and the County in the original agreement remain the same.

Attachments:

Exhibit A

Aerial Image

First Amendment to License Agreement

Notice of Exemption

Exhibit A

FY 2015/16

Lease Cost Analysis

4080 Lemon Street, Riverside, California

ESTIMATED AMOUNTS

Estimated Additional Costs:

Tenant Improvement	\$ 14,572.00
--------------------	--------------

TOTAL ESTIMATED COST FOR FY 2015/16	<u>\$ 14,572.00</u>
--	----------------------------

FIRST AMENDMENT TO LICENSE AGREEMENT

County Administrative Center, Atrium Café Restaurant

4080 Lemon Street, Riverside, California

The FIRST AMENDMENT to License Agreement ("First Amendment") is made as of _____, 2015, by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County"), and **PROVIDER CONTRACT FOOD SERVICES, INC.**, a California S corporation ("Licensee"), successor in interest to Provider Contract Food Service, L.L.C., and sometimes collectively referred to as the "Parties."

RECITALS

A. County and Licensee have entered into that certain License dated December 9, 2008, ("Original License") pertaining to the premises located at 4080 Lemon Street, Riverside, California, as more particularly described in the Original License.

B. The Original License, as amended, shall hereafter be referred to as the "License".

C. County and Licensee desire to amend the License by extending the License and upgrading the restaurant fixtures.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Use. Section 2(c) shall be deleted in its entirety and replaced with the following:

(c) It is expressly understood and agreed to by the parties hereto that by authorizing a location on County real property for the purpose of providing a Café restaurant operation, no estate or interest in real property or equipment is being conveyed to Licensee by County. With the exception of Section 4(b) referenced herein, County now owns all equipment.

2. Term. Section 3 shall be deleted in its entirety and replaced with the following:

The Term of this License shall be for three (3) years commencing December 9, 2015, and expiring December 8, 2018.

3. Option to Extend. Section 4 shall be deleted in its entirety and replaced with the following:

License shall have one (1) option to extend the term for three (3) years under the same terms and conditions as set forth in the License Agreement. The extension option shall be exercised by Licensee delivering to County written notice thereof no later than one hundred eighty (180) days prior to the expiration of the active term of this License.

4. Furnishings, Fixtures, and Equipment. Section 6 shall be deleted in its entirety.

5. Additional Equipment. Section 7 shall be deleted in its entirety and replaced as follows:

(a) Licensee shall purchase and install a Digital Menu Display Board System as stated in Exhibit "D." The estimated cost of the Digital Menu Display Board System shall not exceed Fourteen Thousand Five Hundred Seventy Two and No/100ths (\$14,572.00) Dollars. County shall reimburse Licensee for said Digital Menu Display Board System within sixty (60) days of receipt of an invoice with substantiating backup. Ownership of the equipment shall be the sole property of the County of Riverside.

(b) Licensee shall also purchase or lease at Licensee's sole cost and expense, certain restaurant fixtures and equipment and software to facilitate point of sale compliance and also to facilitate internet and cell phone applications for the purpose of on-line ordering by County employees and the public. These fixtures, equipment and software items are valued at Fifteen Thousand Twenty Four and No/100ths (\$15,024.00) and shall be paid or leased by Licensee. These fixtures, equipment and software items shall remain the property of Licensee.

6. Maintenance. Section 11(b) shall be amended as follows:

Section 11(b) is hereby deleted and the following language substituted:

The County shall reimburse Licensee for all maintenance to the refrigeration equipment including the scheduled preventative maintenance of the refrigeration equipment. Licensee shall submit for County's review and approval, in County's sole discretion, all expenditures to the refrigeration equipment which exceed \$1000.00 for any single repair. County shall have three (3) business days to review and approve any such estimates for repair unless the repair is of an emergency nature, in which case the County shall review and approve or deny in County's sole discretion such estimate of repair within twenty-four hours.

In addition, the County shall reimburse Licensee for any other maintenance expenses including but not limited to grease traps, hood, and plumbing related to the upkeep of the facility which exceeds \$500.00 for repair of any single item of equipment. Any maintenance required under \$500.00 shall be completed and paid for by Licensee. Licensee shall submit for County's review and approval, in County's sole discretion, all

expenditures to the grease traps, hood, and plumbing which exceed \$1000.00 for any single repair. County shall have three (3) business days to review and approve any such estimates to repair unless the repair is of an emergency nature, in which case the County shall review and approve or deny in County's sole discretion, such estimate of repair within twenty-four hours. The County reserves the right to determine the necessity of any major equipment replacement in the operation of the café. County agrees to provide all landscape plant maintenance for the operation.

7. Utilities. Section 13(a) shall be amended as follows:

The last sentence is hereby deleted and the following language substituted: County shall pay for telephone and internet service to the Atrium Café related to the sole use and operation of the Atrium Cafe.

8. Permits, Licenses and Taxes. Section 33 shall be amended as follows:

A last sentence shall be added as follows: Beginning with the First Amendment to License, County shall reimburse Licensee for all possessory interest levied upon the premises upon receipt of an invoice, including County Tax Collector bill.

9. First Amendment to License. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the License, as heretofore amended, and shall supplement the remaining provisions thereof. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the License, as heretofore amended.

10. Miscellaneous. Except as amended or modified herein, all the terms of the License shall remain in full force and effect and shall apply with the same force and effect. If any provisions of this Amendment or the License shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the License and all such other provisions shall remain in full force and effect. The language in all parts of the License shall be construed according to its normal and usual meaning and not strictly for or against either County or Licensee. Neither this Amendment, nor the Original License, nor any notice nor memorandum regarding the terms hereof, shall be recorded by Licensee.

(Remainder of the page intentionally left blank)

11. Effective Date. This First Amendment to License shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

COUNTY:
COUNTY OF RIVERSIDE

LICENSEE:
PROVIDER CONTRACT FOOD
SERVICES, INC., a California S
corporation

By: _____
John J. Benoit, Chairman
Board of Supervisors

By:  _____
Rodney Couch, President

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

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

By:  _____
R. Todd Fineman
Deputy County Counsel



NOTICE OF EXEMPTION

November 13, 2015

Project Name: County of Riverside, Economic Development Agency (EDA) First Amendment to License Agreement with Provider Contract Food Services, Inc. - Atrium Café, Riverside

Project Number: FM0473611026800

Project Location: Riverside County Administrative Center, First Floor Annex, 4080 Lemon, south of Tenth Street, Riverside, California 92501; (See Attached Exhibit)

Description of Project: The County of Riverside (County) Board of Supervisors approved a License Agreement on April 8, 2003 with Provider Contract Food Services, Inc. (Provider), operator of the Atrium Café, located in the County Administrative Center. The Atrium Café provides food service to County staff and the general public. This Amendment to the License Agreement will extend the term of the Lease Agreement for three years, with an option to extend for an additional three years. As part of this License Amendment, Provider will be implementing new healthy eating programs at the Atrium Café, which will support the Healthy Riverside County Initiative. It is anticipated that repairs and improvements would occur on an as-needed basis to implement the new healthy eating programs and to maintain the provisions of high quality food services. Provider would be responsible for equipment servicing and minor repairs and the County would provide service for major repairs/improvements or replacement of existing equipment. The Amendment to the License Agreement, the implementation of healthy eating programs, and use of the facilities is identified as the proposed Project under the California Environmental Quality Act (CEQA). The operation of the Atrium Café will continue to provide food services and the proposed Project will not result in an expansion of the existing use, such that new infrastructure or capacity is required. Improvements made as part of the proposed Project would be implemented to maintain and improve the quality of the existing food service. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

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

Exempt Status: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

Reasons Why Project is Exempt: The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. 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 Amendment to the License Agreement, implementation of healthy eating programs, and continued use of the facilities.

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

**Project Name: Amendment to License Agreement, CAC - Atrium Cafe, Riverside,
Riverside**

Accounting String: 524830-47220-7200400000 - FM0473611026800

DATE: November 13, 2015

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic
Development Agency

Signature: 

PRESENTED BY: Heidi Rigler, Senior Real Property Agent, Economic Development
Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: November 13, 2015

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0473611026800**
Amendment to License Agreement, CAC - Atrium Cafe, Riverside

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

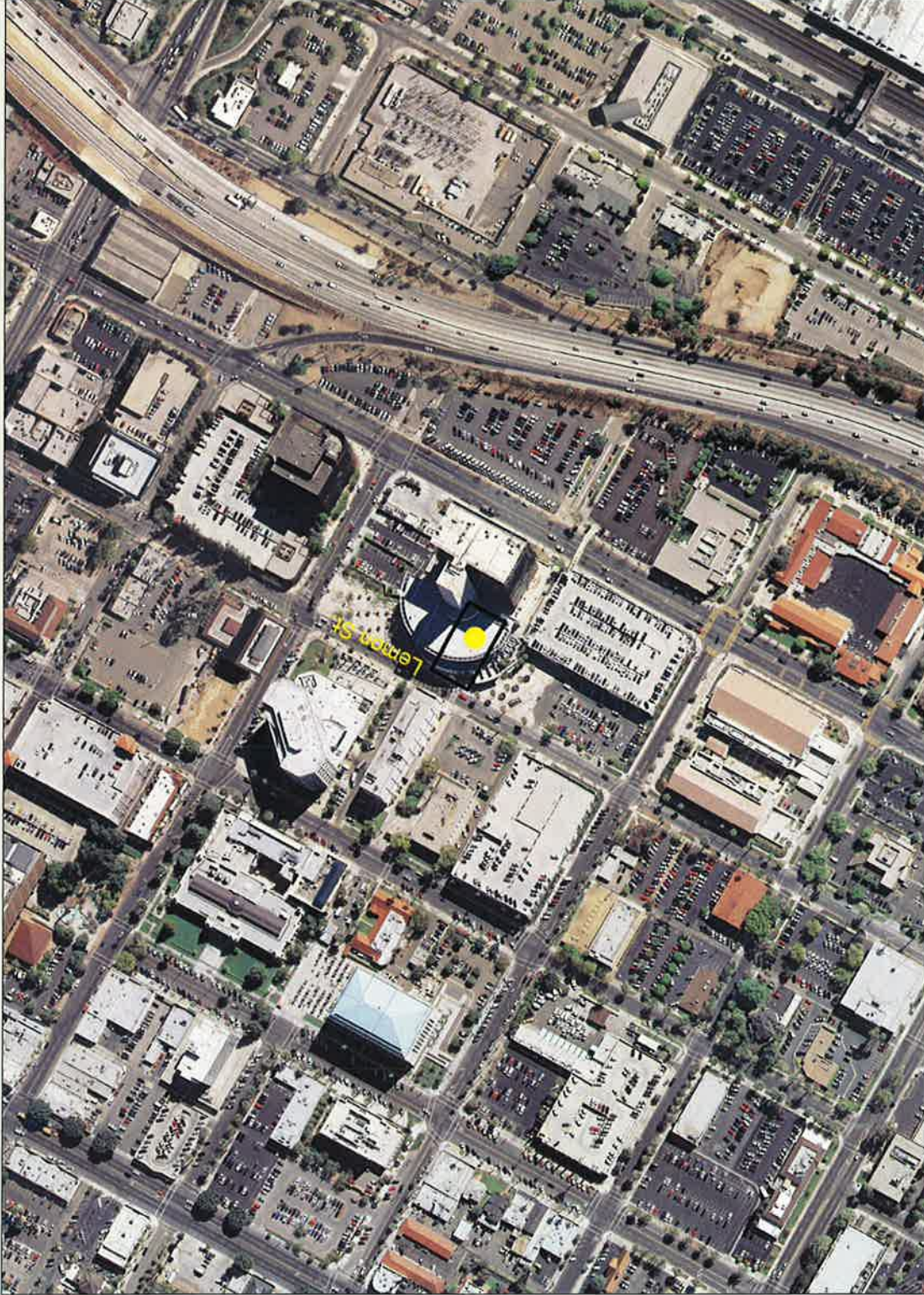
cc: file

First Amendment to License

4080 Lemon St., Riverside, CA



Legend



Notes

District 2
APN: 215-131-008

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, imminence, 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.



798 Feet

399

0



REPORT PRINTED ON... 11/10/2015 4:24:39 PM

© Riverside County TLMA GIS