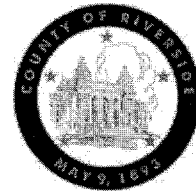


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.22
(ID # 4062)

MEETING DATE:

Tuesday, May 23, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): License and Operating Agreement for the Moses-Schaffer Community Center, between the County of Riverside and The Grove Community Church, District 1, CEQA Exempt, [\$328,050] 96% General Fund Contribution, 4% General Fund Sub-Fund 11183; (Clerk to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find the License and Operating Agreement to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption;
2. Approve the License and Operating Agreement and authorize the Chairman of the Board of Supervisors to execute the same on behalf of the County;
3. Authorize the allocation of funds to The Grove Community Church in accordance with the Schedule of Operator's Reimbursement Fund as described in Exhibit A, attached hereto;

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA 4/25/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: May 23, 2017
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any and all other documents and administer any and all actions necessary to complete or memorialize this transaction;
5. Ratify and authorize a reimbursement to EDA/Real Estate Division in an amount not to exceed \$13,050 from General Fund Sub-Fund 11183; and
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of this Agreement.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 58,050	\$ 90,000	\$ 328,050	\$ 0
NET COUNTY COST	\$ 58,050	\$ 90,000	\$ 328,050	\$ 0
SOURCE OF FUNDS: 96% General Fund Contribution, 4% General Fund Sub-Fund 11183			Budget Adjustment: No	
			For Fiscal Year: 2016/17-2019/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On November 15, 2016 the Board of Supervisors approved Minute Order 3-38, the First Amendment to the Memorandum of Understanding (Amendment) between the Riverside County Economic Development Agency (EDA) and the Riverside County Regional Park and Open-Space District (District) for the transfer of responsibility, operations, and programming of community centers back to EDA oversight (Transfer). As a result, the Real Estate Division/EDA completed a Request for Proposal (RFP) process, for the purpose of identifying and selecting qualified and experienced operators capable of providing expanded and efficient community center services.

Included in the Transfer was the Moses-Schaffer Community Center located at 21565 Steele Peak, Perris, CA 92570 (Center). On October 26, 2016 EDA advertised the Center through an RFP and invited all capable operators to submit proposals for review prior to December 1, 2016. Among those that submitted was The Grove Community Church, a California nonprofit religious corporation (The Grove).

After all interviews were conducted, the selection committee made the decision to select The Grove as the Operator of the Center. Following the selection, EDA and The Grove entered into a Temporary License Agreement as an interim and transitional contract and to allow for the negotiations of an extended, License and Operating Agreement.

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

The attached License and Operating Agreement (Agreement) shall be for a term of approximately three years, commencing on the effective date that both parties have signed the Agreement and expiring June 30, 2020. During the term of this Agreement, The Grove will be obligated to provide custodial services, pay utilities, and perform routine and reoccurring maintenance at the Center and adjoining park area. In addition, The Grove shall be obligated to provide community center services which include youth and senior programs and as outlined and further described within the Agreement. The scope of those services will include community, recreational and park services, healthcare and food programs.

During the term of this Agreement, EDA shall make available an allocation of funds to the Grove which will offset operational and facility costs for providing these community services on behalf of the County. The allocation of funds will be in accordance with Exhibit A and the Agreement, attached hereto. Reimbursement will be provided in accordance with the terms of the Agreement and the Grove is expected to augment services and provide for efficient delivery of services to the community within their own budget and through fees, grants, donations and volunteers.

Pursuant to the California Environmental Quality Act (CEQA), the License and Operating Agreement was reviewed and determined to be categorically exempt from CEQA, under State CEQA 15301, Class 1, Existing Facilities Exemption; and Section 15061 (b)(3), common sense, general rule exemption, as it will not result in direct impacts to the physical environment or reasonably foreseeable indirect effects.

Impact on Citizens and Businesses

The transfer of the operational responsibilities of the Moses-Schaffer Community Center to The Grove will improve efficiency, delivery of service and expand programs for the residents and surrounding areas of Good Hope. Those efficiencies will benefit citizens and the community as a whole.

SUPPLEMENTAL:
Additional Fiscal Information

The Real Estate Division of the Economic Development Agency will seek to be reimbursed for any and all costs associated with this transaction, as forecasted and itemized below, through the General Fund Sub-Fund 11183.

Advertising Costs	\$	250
Real Estate Labor Costs	\$	9,000
County Counsel Costs	\$	3,000
CEQA Environmental Costs	\$	800
Total Estimated Net Costs	\$	13,050

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

Attachments:

Aerial

License and Operating Agreement (4)

CEQA Notice of Exemption

RF:JVW:VC:VY:JR:ra 315FM 18.836 13542

Minute Traq ID 4062



Nehini Dasika, Principal Management Analyst

5/15/2017



Gregory V. Priamos, Director County Counsel

5/10/2017



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

5/24/17 *[Signature]*

 Date Initial

NOTICE OF EXEMPTION

April 14, 2017

Project Name: County of Riverside, Moses-Schaffer Community Center Operating Agreement, Perris, Riverside County

Project Number: FM0417200315

Project Location: 21565 Steele Peak Drive, west of Spring Street, Perris, California 92570, Assessor's Parcel Numbers (APNs): 343-220-034, 343-220-033; (See attached exhibit)

Description of Project: On November 15, 2016 the County of Riverside (County) Board of Supervisors approved Minute Order 3-38, approving the transfer of interest and for the transfer of responsibility, operations, and programing of community centers from the Riverside County Regional Park and Open-Space District (District) back to the Riverside County Economic Development Agency (EDA) oversight (Transfer) as of January 1, 2017. As a result, the Real Estate Division/EDA completed a Request for Proposal (RFP) process, for the purpose of identifying and selecting qualified and experienced operators capable of providing expanded and efficient community center services. Included in the transfer is the Moses-Schaffer Community Center (Center), located at 21565 Steele Peak Drive, Perris, CA 92570.

On October 26, 2016 EDA advertised the Center through an RFP and invited all capable operators to submit proposals for review prior to December 1, 2016. Among those that submitted was The Grove Community Church, a California non-profit religious corporation (the Grove). After all interviews were conducted, the Grove was selected as the Operator of the Center. Unlike many of the other candidates, the Grove had a vested interest in the Good Hope Community through a long standing outreach program, which includes hot lunches and after-school activities. Additionally, the Grove presented many innovative ideas for the Center including: a mobile medical clinic that shall provide residents with free eye exams, a food pantry to go with free senior meals, and fitness classes for all ages. The attached Operating Agreement (Agreement) shall be for a term of approximately three and one half years commencing on the effective date that both parties have signed the Agreement and expiring June 30, 2020. During the term of this Agreement, the Grove will be obligated to provide custodial services, pay utilities, and perform routine and reoccurring maintenance at the Center and adjoining park area. In addition, the Grove shall be obligated to provide community center services which include youth and senior programs and as outlined and further described within the Agreement. The scope of those services will include recreational and park services, healthcare and food programs. The execution of the Operating Agreement with the Grove is identified as the proposed Project under the California Environmental Quality Act (CEQA). The proposed Project would involve the creation of an agreement to operate the Center. The Operating Agreement 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: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency; The Grove Community Church, a California non-profit religious corporation

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- Administration
- Aviation
- Business Intelligence
- Cultural Services
- Community Services
- Custodial

- Housing
- Housing Authority
- Information Technology
- Maintenance
- Marketing

- Economic Development
- Edward-Dean Museum
- Environmental Planning
- Fair & National Date Festival
- Foreign Trade
- Graffiti Abatement

- Parking
- Project Management
- Purchasing Group
- Real Property
- Redevelopment Agency
- Workforce Development

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 does the Project include unusual circumstances which could have the possibility of 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 transfer of the operation and maintenance of the Center.

- **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 execution of an Operating Agreement to operate and maintain the Center. The change in management of the operation and maintenance of the Center would not result in a change in use, an increase in intensity of use or exceed the planned capacity of the site. The continued operation and maintenance would not result in any expansion of public services and facilities. 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 proposed Operating Agreement with the Grove will not result in any direct or indirect physical environmental impacts. The transfer of operation and maintenance will result in no changes to the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts to the existing use of the site 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.

Based upon the identified exemption above, the County of Riverside, Economic Development Agency 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: 4/14/17

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Moses-Schaffer Community Center License and Operating Agreement, Perris,
Riverside County, California

Accounting String: 524830-47220-7200400000- FM0417200315

DATE: April 14, 2017

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: Jose Ruiz, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: April 14, 2017

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 # FM0417200315**
Moses-Schaffer Community Center Licensing and Operating Agreement, Perris, Riverside County

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

1 **MOSES-SCHAEFFER COMMUNITY CENTER**

2 **LICENSE AND OPERATING AGREEMENT**

3
4 This License and Operating Agreement ("Agreement") is made and entered into on
5 May 23, 2017, by and between the County of Riverside, a political subdivision of
6 the State of California ("County"), and The Grove Community Church, a California nonprofit
7 religious corporation ("Operator"), sometimes collectively hereinafter referred to as the
8 "Parties".

9
10 **RECITALS**

11
12 WHEREAS, the County of Riverside is the owner of record for certain real property
13 located at 21565 Steele Peak Drive, Perris, CA 92570 and identified as Assessor's Parcel
14 Numbers 343-220-033 and a portion of 343-220-034 ("Property"), as shown in Exhibit "A",
15 attached and incorporated herein by reference; and

16 WHEREAS, the Property has situated thereon a Community Center and/or park area
17 known as the Moses-Schaffer Community Center (hereinafter referred to as the "Center")
18 currently operated by County; and

19 WHEREAS, the County has the capability and authority to operate and provide
20 programs in the Moses-Schaffer Community Center ("Center") whether directly or through a
21 contract with a qualified Operator and where such programs and services are in the vital and
22 best interest of the residents of Riverside County and the areas and community surrounding
23 this Center; and

24 WHEREAS, Operator provides a wide variety of community programs and services to
25 the residents of Riverside County and Operator desires to operate a facility to provide such
26 programs at the Center and on the Property; and

27 WHEREAS, the Parties desire to enter into a License and Operating Agreement and for
28 the purpose of providing community and recreational programs and other services as provided

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1 by Operator, in accordance with the terms and conditions of this Agreement.

2 NOW THEREFORE, for good and valuable consideration, the Parties do hereby
3 mutually agree as follows:

4 1. LICENSE: County hereby grants to Operator and its agents, employees and
5 contractors the right to enter onto and use the Property for the purpose of providing public
6 programs and services by Operator, which includes, but not limited to the services described in
7 Exhibit "C" Scope of Operations – Schedule of Community Programs and Services, attached
8 hereto and by this reference incorporated herein. It is expressly understood that this License
9 does not in any way whatsoever grant or convey any permanent easement, lease, fee or other
10 real property interest in the Property to the Operator.

11 2. EFFECTIVE DATE: The Effective Date of this Agreement is the date first
12 provided above. In the event that such date is omitted, then the Effective Date shall be the last
13 date the Agreement is signed by the County.

14 a. The Parties agree that upon the Effective Date of this Agreement, the
15 Interim License and Operating Agreement dated January 3, 2017 shall terminate.

16 3. DESCRIPTION OF PROPERTY: The Property consists of an approximate 2,964
17 square foot multi-use space, adjacent park/recreation area with associated landscaping, and
18 shared parking lot, all located at 21565 Steele Peak Drive, Perris, Assessor's Parcel Numbers
19 343-220-033 and a portion of 343-220-034, as depicted on Exhibit "A" Property Site Map and
20 Exhibit "B" Center Floor Plan, attached hereto and by this reference incorporated herein.

21 4. TERM: The term of this Agreement shall be for approximately three (3) years
22 commencing on the Effective Date and expiring on June 30, 2020. The Agreement shall
23 terminate at the expiration of the term period unless terminated earlier pursuant to Section 22.
24 The County has no obligation to enter into any extension of this Agreement unless mutually
25 agreed by the Parties hereto.

26 5. CONSIDERATION: Operator shall pay one dollar (\$1) to the County as
27 consideration for use of the Center, payable once and for the entire approximate three (3) year
28 term upon full execution of this Agreement. County acknowledges that the Operator, through

1 this Agreement will be obligated to pay for the provision of services and operations of the
2 Center on behalf of the County. County recognizes this form of consideration provided by the
3 Operator and grants the Operator the right to collect fees for services rendered and for the
4 coordination of use and rental of portions of the Center.

5 6. USE: Operator shall provide for the operation and management of the Center
6 which includes community center programming and activities for the benefit of the residents of
7 Riverside County. Operator represents and maintains that it is skilled to perform services,
8 duties and obligations required by this Agreement and adequately provide these services at the
9 Center. Operator further represents and warrants that it, or its contractors, has all licenses,
10 permits, qualifications and approvals of whatever nature legally required to provide its
11 professional service at the Center.

12 7. OPERATOR OBLIGATIONS:

13 (a) Operations. Operator shall be obligated to provide programs and
14 services to the community and the citizens of Riverside County which includes, but not limited
15 to the programs and services set forth in this Agreement.

16 General hours of operation are as follows:

17 Monday through Friday 8:30 a.m. to 4:30 p.m.

18 * Evening and weekend hours as needed for community events and meetings.

19 The above hours are general only and subject to change. Hours may be adjusted to reflect the
20 needs of the community and will be subject to approval and written consent of the County.

21 (b) Protection and Restoration of the Property. Subject to County's Capital
22 Maintenance and Improvement obligations hereunder, Operator shall keep and maintain all
23 portions of the Property and Center in good condition and at Operator's expense. Reasonable
24 wear and tear is acceptable and Operator shall not cause waste or damage to the
25 improvements and natural resources thereon by its employees, contractors or agents.

26 Operator shall strictly adhere to the following restrictions:
27
28

1 1) Operator may not place or dump garbage, trash or refuse
2 anywhere upon or within the Property, except for self-contained trash receptacles that are
3 maintained to County's satisfaction by Operator; and

4 2) Operator may not commit or create, or knowingly suffer to be
5 committed or created, any waste, hazardous condition and/or nuisance to occur upon the
6 Property; and

7 3) Operator must exercise reasonable due diligence in the
8 protection of the Property against damage or destruction by fire, vandalism or other cause.

9 4) Upon the expiration or termination of this Agreement, but prior to
10 its relinquishment to County, Operator shall, at its own cost and expense, remove any debris
11 generated by its use and the Property shall be returned in a neat condition. Operator agrees
12 not to damage Property in the process of performing the permitted use and activities.

13 8. OPERATOR REIMBURSEMENT FUND:

14 (a) County shall allocate and establish an Operator Reimbursement Fund
15 ("Fund") in the amount of ninety thousand dollars (\$90,000) per full fiscal year to offset and
16 reimburse the Operator for the actual and proven costs of providing community services and
17 for the costs and obligations of operating the Center as required within this Agreement. The
18 Fund will be made available to reimburse actual operational costs incurred by the Operator
19 commencing and retroactive to January 3, 2017. A schedule of the allocated funds for each
20 partial and full fiscal years is attached hereto and incorporated herein as Exhibit "D" Schedule
21 of Operator's Reimbursement Fund.

22 (b) Operator acknowledges that during the transition period of the Center
23 and approval and execution of this Agreement that County has and will incur actual Operating
24 costs associated with the transition of the Center from County to Operator. County shall
25 reimburse itself from the fiscal year 2016/2017 Fund for all of County's actual operating costs
26 that were incurred between January 3, 2017 and the full execution and commencement of this
27 Agreement. County shall provide the Operator with a full summary of such deductions and
28 offset of this Fund within thirty (30) days of commencement of this Agreement. Such

1 accounting shall also provide Operator with a remainder balance of the Fund for Fiscal Year
2 2016/2017.

3 (c) Operator shall utilize the remaining balance of the Fund upon approval
4 and commencement of this Agreement by providing invoices and statements proving itemized
5 actual expenses incurred and requesting appropriate reimbursement of Operational Costs only.
6 Such reimbursement by Operator shall be retroactive for expenses incurred commencing
7 January 3, 2017 during the Interim License and Operating Agreement dated January 3, 2017
8 by and between the County and the Operator for a transition period of the Center.

9 (d) Upon Fund depletion of the allocated amount in each fiscal year no
10 further reimbursement will be paid and due to the Operator by the County.

11 9. ALLOCATION OF FUNDS BY COUNTY: The County reserves the right to
12 modify the level of funding allocated to the Operator and Center within this Agreement due to
13 loss of funding by the County. Any modification to the funding allocation provided through this
14 Agreement is subject to approval by and through the Board of Supervisors.

15 10. CONTRACTING WITH THIRD PARTIES: Operator may enter into agreements
16 with qualified third parties for the purpose of providing any of the services or programs in
17 connection with the uses permitted to be performed on the Property as described in Section 6
18 or for the purpose of operation, custodial, maintenance or security services. All such
19 agreements shall contain provisions necessary to protect the County, its officers, employees,
20 successors, and assigns from any liability arising out of the provision of services or programs,
21 operation, maintenance or replacement of any improvements and facilities in the Center as a
22 result of such third parties, including the obligation to indemnify the County of Riverside, its
23 officers, employees, successors, and assigns and to carry the necessary insurance. The term
24 of any permit, contract, or other agreement entered into by Operator affecting or related to the
25 Property shall not exceed the term of this Agreement.

26 11. UTILITIES: During the term of this Agreement, Operator agrees to pay, or
27 cause to be paid for any and all utilities used upon their share of the Property including but not
28 limited to electric, water, gas, sewer, phone, refuse collection, security and/or fire alarm

1 monitoring or related fees, and all other services supplied to the Center or the Property.

2 12. FURNITURE, FIXTURES AND EQUIPMENT: The County and Operator agree
3 and acknowledge that the County owns and installed furniture, fixtures and equipment for the
4 operation of the Center as set forth in Exhibit "E" Existing Furniture, Fixtures and Equipment
5 Owned by County, attached hereto and by this reference incorporated herein. Operator shall,
6 at its sole cost and expense, be responsible for all necessary maintenance and repair of the
7 listed Equipment in Exhibit "D" excepting normal wear and tear.

8 13. MAINTENANCE RIGHTS AND RESPONSIBILITIES:

9 (a) Operator shall, at its sole cost and expense, maintain, or cause to be
10 maintained, the building and building systems, outdoor park and recreational areas, the parking
11 lot and landscaping in good, clean condition and use as outlined above and in accordance with
12 all applicable laws, including but not limited to health, fire and safety ordinances and laws,
13 environmental regulations and such rules and regulations hereunder as may be binding upon
14 Operator with reasonable wear and tear excepted. Operator will be responsible for all recurring
15 and normal maintenance of the premises, while County shall be responsible for any Capital
16 Renewal and Capital Improvement project costs. County responsibility for Capital Renewal and
17 Capital Improvement costs shall include any single maintenance item or need which exceeds
18 five thousand dollars (\$5,000) per occurrence. Any maintenance item which does not exceed
19 five thousand dollars (\$5,000) per occurrence shall be the sole responsibility of the Operator.

20 (b) Improvements by Operator. Any alterations, improvements, or
21 installation of fixtures to be undertaken by Operator shall have the prior written approval of the
22 County after Operator has submitted plan/work plan for any such proposed alterations,
23 improvements, or fixtures to County in writing.

24 (c) Custodial Services: Operator shall keep the Property in a clean and neat
25 condition. Operator shall at its sole cost and expense, be responsible for all custodial service
26 and supplies necessary for both the Center and the associated grounds as depicted in Exhibit
27 A and B hereto.

1 (d) Inspection. County and its representatives, employees, agents or
2 independent contractors may enter and inspect the Property or any portion thereof or any
3 improvements thereon at any time and from time to time at reasonable times to verify
4 Operator's compliance with the terms and conditions of this Agreement.

5 14. TAXES AND ASSESSMENTS: During the term of this Agreement Operator
6 shall pay, or cause to be paid, any and all applicable real and personal property taxes, general
7 and special assessments and other charges of every description as may be levied on or
8 assessed against the Center, improvements to the Center, or personal property owned by
9 Operator located on or in the Center by reason of Operator's operation of the Property.
10 Operator understands and agrees that it may be subject to a possessory interest tax in
11 accordance with the California Revenue and Taxation Code.

12 15. COMPLIANCE WITH LAWS AND RESTRICTIONS. Operator shall, at its sole
13 cost and expense, obtain any and all necessary permits and shall fully comply with all
14 applicable ordinances, state and federal laws associated with the provision of the public
15 programs and services. Operator further agrees to use the Property in material compliance
16 with all laws now in force or which may hereafter be in force relative to its use as outlined in
17 Section 6 above, including without limitation compliance with all federal, state, and local
18 statutes and regulations, as well as all covenants, conditions, and restrictions contained in this
19 Agreement.

20 16. ASSIGNMENT: Operator shall not assign the rights and obligations of this
21 Agreement without the written consent of the County. Such consent shall be in the sole and
22 absolute discretion of the County.

23 17. INSURANCE: Without limiting or diminishing Operator's obligation to the
24 indemnify or hold the County and County harmless, Operator shall procure and maintain or
25 cause to be maintained, at its sole cost and expense, the following insurance coverage's during
26 the term of this Agreement.

27 (a) Workers' Compensation. If the Operator has employees as defined by
28 the State of California, the Operator shall maintain statutory Workers' Compensation Insurance

1 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
2 Employers' Liability (Coverage B) including Occupational Disease with limits not less than
3 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor
4 of the County and County, and, if applicable, to provide a Borrowed Servant/Alternate
5 Employer Endorsement.

6 (b) Commercial General Liability. Commercial General Liability insurance
7 coverage, including but not limited to, premises liability, contractual liability, products and
8 completed operations liability, personal and advertising injury, and cross liability coverage,
9 covering claims which may arise from or out of Operator's performance of its obligations
10 hereunder. Policy shall name, the County, County, its directors, officers, employees,
11 appointed officials, agents or representatives as Additional Insured. Policy's limit of liability
12 shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance
13 contains a general aggregate limit, it shall apply separately to this Agreement or be no less
14 than (2) times the occurrence limit.

15 (c) Vehicle Liability. If vehicles or mobile equipment are used in the
16 performance of the obligations under this Agreement, then Operator shall maintain liability
17 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
18 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
19 aggregate limit, it shall apply separately to this Agreement or be no less than (2) times the
20 occurrence limit. Policy shall name the County, County, its directors, officers, employees,
21 appointed officials, agents or representatives as Additional Insured.

22 (d) General Insurance Provisions - All lines:

23 1) Any insurance carrier providing insurance coverage hereunder
24 shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII
25 (A: 8) unless such requirements are waived, in writing, by the County's Risk Manager. If the
26 County's Risk Manager waives a requirement for a particular insurer such waiver is only valid
27 for that specific insurer and only for one policy term.

28 2) The Operator's insurance carrier(s) must declare its insurance

1 self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such
2 retentions shall have the prior written consent of the County's Risk Manager before the
3 commencement of operations under this Agreement. Upon notification of self-insured retention
4 unacceptable to the County, and at the election of the County's Risk Manager, Operator's
5 carriers shall either; 1) reduce or eliminate such self-insured retention as respects this
6 Agreement with the County, or 2) procure a bond which guarantees payment of losses and
7 related investigations, claims administration, and defense costs and expenses.

8 3) Operator shall cause Operator's insurance carrier(s) to furnish
9 the County with either 1) a properly executed original Certificate(s) of Insurance and certified
10 original copies of Endorsements effecting coverage as required herein, and 2) if requested to
11 do so orally or in writing by the County's Risk Manager or Real Estate Division, provide original
12 Certified copies of policies including all Endorsements and all attachments thereto, showing
13 such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance
14 shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be
15 given to the County prior to any material modification, cancellation, expiration or reduction in
16 coverage of such insurance. In the event of a material modification, cancellation, expiration, or
17 reduction in coverage, this Agreement shall terminate forthwith, unless the County receives,
18 prior to such effective date, another properly executed original Certificate of Insurance and
19 original copies of endorsements or certified original policies, including all endorsements and
20 attachments thereto evidencing coverage's set forth herein and the insurance required herein
21 is in full force and effect. Operator shall not commence operations until the County has been
22 furnished original Certificate (s) of Insurance and certified original copies of endorsements and
23 if requested, certified original policies of insurance including all endorsements and any and all
24 other attachments as required in this Section. An individual authorized by the insurance carrier
25 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of
26 Insurance.

27 4) It is understood and agreed to by the parties hereto that the
28 Operator's insurance shall be construed as primary insurance, and the County's or County's

1 insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not
2 be construed as contributory.

3 5) If, during the term of this Agreement or any extension thereof,
4 there is a material change in the permitted use, the County reserves the right to adjust the
5 types of insurance required under this Agreement and the monetary limits of liability for the
6 insurance coverage's currently required herein, if, in the County's Risk Manager's reasonable
7 judgment, the amount or type of insurance carried by the Operator has become inadequate.

8 6) Operator shall pass down the insurance obligations contained
9 herein to all tiers of Operator's vendors working under this Agreement.

10 7) The insurance requirements contained in this Agreement may be
11 met with a program(s) of self-insurance acceptable to the County's Risk Manager.

12 8) Operator shall notify County of any claim by a third party or any
13 incident or event that may give rise to a claim arising from the performance of this Agreement
14 within ten (10) days of receipt of notice thereof.

15 18. INDEMNIFICATION: Operator shall indemnify and hold harmless the County,
16 its directors, officers, employees, appointed or elected officials, agent or representatives from
17 any liability whatsoever, to the extent based or asserted upon acts, omissions or any services
18 of Operator, its officers, employees, agents or representatives arising out of or in any way
19 relating to this Agreement, including but not limited to Property damage, bodily injury, or death
20 or any other element of any kind or nature whatsoever arising from the performance of
21 Operator, its officers, agents, employees, agents or representatives from this Agreement.
22 Operator shall defend, at its sole expense, all costs and fees including, but not limited, to
23 attorney fees, cost of investigation, defense and settlements or awards, the County, its
24 directors, officers, employees, appointed officials, agents or representatives in any claim or
25 action to the extent based upon such alleged acts or omissions.

26 (a) With respect to any action or claim subject to indemnification herein by
27 Operator. Operator shall, at their sole cost, have the right to use counsel of their own choice
28 and shall have the right to adjust, settle, or compromise any such action or claim without

1 compromise in no manner whatsoever limits or circumscribes Operator indemnification to
2 County as set forth herein.

3 (b) Operator's obligation hereunder shall be satisfied when Operator has
4 provided to County the appropriate form of dismissal relieving County from any liability for the
5 action or claim involved.

6 (c) The specified insurance limits required in this Agreement shall in no way
7 limit or circumscribe Operator's obligation to indemnify and hold harmless the County herein
8 from third party claims.

9 (d) In the event there is conflict between this clause and California Civil
10 Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such
11 interpretation shall not relieve Operator from indemnifying the County to the fullest extent
12 allowed by law.

13 19. ENVIRONMENTAL PROTECTION. Operator shall not discharge, dispose of,
14 or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of
15 any kind, within or outside the Center that could result in destruction of habitat or the
16 contamination or pollution of said Center. Operator shall at all times comply with all applicable
17 federal, state, and local laws, orders, and regulations, as may be amended with respect to the
18 proper discharge of refuse, garbage, sewage effluent, wastes, storm water runoff, and any and
19 all other pollutants, including soil sediments, and shall cause its employees, agents and other
20 persons or entities under its control to comply fully with such laws, orders, and regulations.

21 20. HAZARDOUS MATERIALS. Operator shall not use or allow anyone else to
22 use the Center to generate, manufacture, refine, transport, treat, store, handle, recycle,
23 release, or dispose of any hazardous material, other than as reasonably necessary for the
24 operation of its operations and activities as contemplated under this Agreement. The term
25 "hazardous material" means any hazardous substance, material, or waste including, but not
26 limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA
27 Chemical Lists, or petroleum products and their derivatives. However, this shall not apply to
28 the use of petroleum products and related substances incidental to operation of motorized

1 equipment and vehicles whose operation on the premises is contemplated by this Agreement.
2 Operator shall immediately notify County in writing in the event of any release of hazardous
3 material, violation of any environmental law, or actions brought by third parties against
4 Operator alleging environmental damage. Operator shall indemnify and hold County harmless
5 from any and all damages of any nature (including payment of attorney fees) related to or
6 arising out of the discharge or release of hazardous materials caused by Operator or any
7 person or entity under its control. County represents and warrants to Operator that, to the best
8 of County's knowledge, no hazardous material has been generated, manufactured, refined,
9 transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the
10 Center or Property prior to the effective date of this Agreement. In the event that Operator
11 discovers that any hazardous material has been generated, manufactured, refined,
12 transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the
13 Center or Property prior to the effective date of this Agreement, then Operator shall have the
14 right to immediately terminate this Agreement and shall have no remediation responsibility, and
15 County shall indemnify, defend and hold harmless Operator from any and all liability of any
16 type related thereto.

17 21. DEFAULT:

18 (a) Operator shall be deemed in default of this Agreement if Operator uses
19 the Property for any purpose other than that authorized in the Agreement, fails to maintain the
20 Property or the improvements in the manner provided for in the Agreement, fails to comply with
21 or perform any other covenant, condition, provision or restriction provided for in the Agreement,
22 abandons the Property, allows the Property to be attached, levied upon, or seized under legal
23 process, or if Operator files or commits an act of bankruptcy, has a receiver or liquidator
24 appointed to take possession of the Property, or commits or permits waste on the Property.

25 (b) Operator shall cure any defaults within thirty (30) days of receipt of a
26 written notice by the County to remedy any and all defaults. In the event that any default is of
27 such a nature that the same cannot reasonably be cured within the thirty (30) day period
28 described above, then the cure period shall be extended by such further reasonable period (not

1 to exceed an additional 90 days) so long as Operator commences the cure within the thirty (30)
2 day period described above and thereafter diligently prosecutes the cure to completion. In the
3 event that Operator's fails to cure the noticed default, County shall have the right to terminate
4 this Agreement and retake possession of the Property together with all additions, alterations,
5 and improvements thereto by providing Operator thirty (30) days' notice of its intent to
6 terminate. County shall also retain all rights to seek any and all remedies at law or in equity
7 available in the event Operator is in default. Upon the giving of notice of termination, all
8 Operator's rights in the Property and improvements shall terminate. Promptly after notice of
9 termination, Operator shall surrender and vacate the Property and all improvements in good
10 and clean condition.

11 22. TERMINATION:

12 (a) County's Right to Terminate.

13 1) If during the term of this Agreement, the Center is damaged,
14 whether or not from a risk covered by insurance, and subject to the other provisions of this
15 Agreement regarding termination, County shall have the option, but shall not be obligated to
16 make the repairs necessary to restore the Center and all the improvements thereon, to a
17 condition for occupancy or use comparable to the condition thereof before such damage
18 occurred. However, County may determine in its sole discretion, that if it is not feasible to
19 make the necessary repairs or restoration, County shall have the right to terminate this
20 Agreement.

21 2) County may terminate this Agreement for any reason by giving
22 one hundred eighty (180) days written notice to Operator.

23 3) Upon such termination, Operator must surrender the Property
24 and all equipment and improvements constructed in the Center (other than trade fixtures or
25 other removable fixtures owned by Operator) to be left in good and clean condition and shall
26 become the property of County or the County at no cost or expense to the County.

27 (b) Operator's Right to Terminate.

28 1) Operator may terminate this Agreement at any time and for any

1 reason by giving written notice to County at least one hundred eighty (180) days prior to the
2 effective date of such termination. Upon such termination, Operator must surrender the
3 Property and all improvements and Equipment in good and clean condition.

4 23. NOTICES: All notices, requests, demands, waivers, consents and other
5 communications herein provided to be given, or which may be given by either party to the
6 other, shall be deemed to have been fully given when made in writing and transmitted by
7 electronic email, hand-delivered, sent by certified mail, or deposited in the United States mail,
8 postage prepaid and addressed as follows:

9 If to County:

10 Attn: Deputy Director of Real Estate
11 Economic Development Agency
12 County of Riverside
13 Real Estate Division
14 3403 10th Street, Suite 400
Riverside, CA 92501
(951) 955-4820

15 If to Operator:

16 Attn: Jon Hurst
17 The Grove Community Church
18 19900 Grove Community Drive
Riverside, CA 92508
(951) 571-9090

19 24. SEVERABILITY: Each section and provision of this Agreement is severable
20 from each other provision. In the event that any one or more of the provisions contained in this
21 Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and
22 enforceability of the remaining provisions contained in this Agreement shall not in any way be
23 affected or impaired thereby. To the extent permitted by applicable law, each party to this
24 Agreement waives any provision of law that renders any provision of this Agreement invalid,
25 illegal, or unenforceable in any respect. In the event any provision of this Agreement shall be
26 held invalid, illegal, or unenforceable, the parties shall use all reasonable efforts to substitute a
27 valid, legal, and enforceable provision that implements the purposes and intents of this
28 Agreement.

25. WAIVER: Failure by a Party to insist upon the strict performance of any of the

1 provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights
2 upon the default of the other party, shall not constitute a waiver of such Party's rights to insist
3 and demand strict compliance by the other Party with the terms of this Agreement thereafter.

4 26. GOVERNING LAW; JURISDICTION: This Agreement shall be governed and
5 construed in accordance with the laws of the State of California. The County and Operator
6 agree that the Agreement has been entered into in Riverside County, California, and that if any
7 action or proceeding is commenced to enforce or interpret this Agreement, venue shall be filed
8 in the Superior Court for the State of California, in Riverside, California.

9 27. INTERPRETATION: The Parties hereto have negotiated this Agreement at
10 arms-length and have been advised by their respective attorneys, or if not represented by an
11 attorney, represent that they had an opportunity to be so represented and no provision
12 contained herein shall be construed against County solely because it prepared this Agreement
13 in its executed form.

14 28. AMENDMENT: This Agreement shall not be modified or amended without the
15 written consent of both Operator and the County incorporated in a written amendment to the
16 Agreement.

17 29. BINDING ON SUCCESSORS: The terms and conditions herein contained shall
18 apply to and bind the heirs, successors in interest, executors, administrators, representatives,
19 and assigns of all the parties hereto.

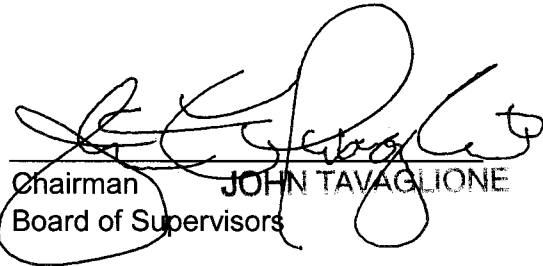
20 30. AUTHORITY TO EXECUTE: The persons executing this Agreement or
21 exhibits attached hereto on behalf of the Parties to this Agreement hereby warrant and
22 represent that they have the authority to bind the respective Parties to this Agreement to the
23 performance of its obligations herein.

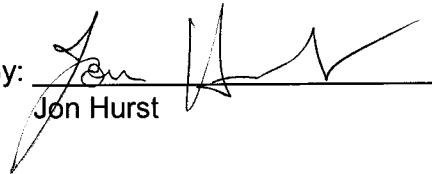
24 31. ENTIRE AGREEMENT: This Agreement and those documents incorporated
25 herein by reference or attached: (i) constitutes the entire Agreement, supersedes all other prior
26 Agreements and understandings, both written and oral, among the Parties, or any of them, with
27 respect to the subject matter of this Agreement; (ii) is not intended to confer upon any person
28 other than the Parties to this Agreement any rights or remedies under this Agreement.

1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be as of
2 the date written.

3
4 **COUNTY:**
5 COUNTY OF RIVERSIDE, a political
6 subdivision of the State of California

LICENSEE & OPERATOR:
The Grove Community Church, a
California nonprofit religious
corporation

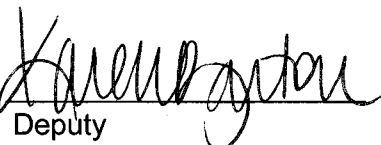
7
8 BY: 
9 Chairman **JOHN TAVAGLIONE**
10 Board of Supervisors

By: 
Jon Hurst

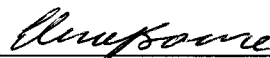
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12 DATED: MAY 23 2017

DATED: 5 / 9 / 2017

13
14 **ATTEST:**
15 Kecia Harper-Ihem
16 Clerk of the Board

17 BY: 
18 Deputy

19
20 **APPROVED AS TO FORM:**
21 Gregory P. Priamos
22 County Counsel

23 BY: 
24 ~~R. Todd Frahm~~ **ELENA BOEVA**
25 Deputy County Counsel

26
27 JR:tg/041317/315FM/18.825
28

EXHIBIT "A"

PROPERTY SITE MAP



EXHIBIT "B"
CENTER FLOOR PLAN

Moses-Schaffer Community Center

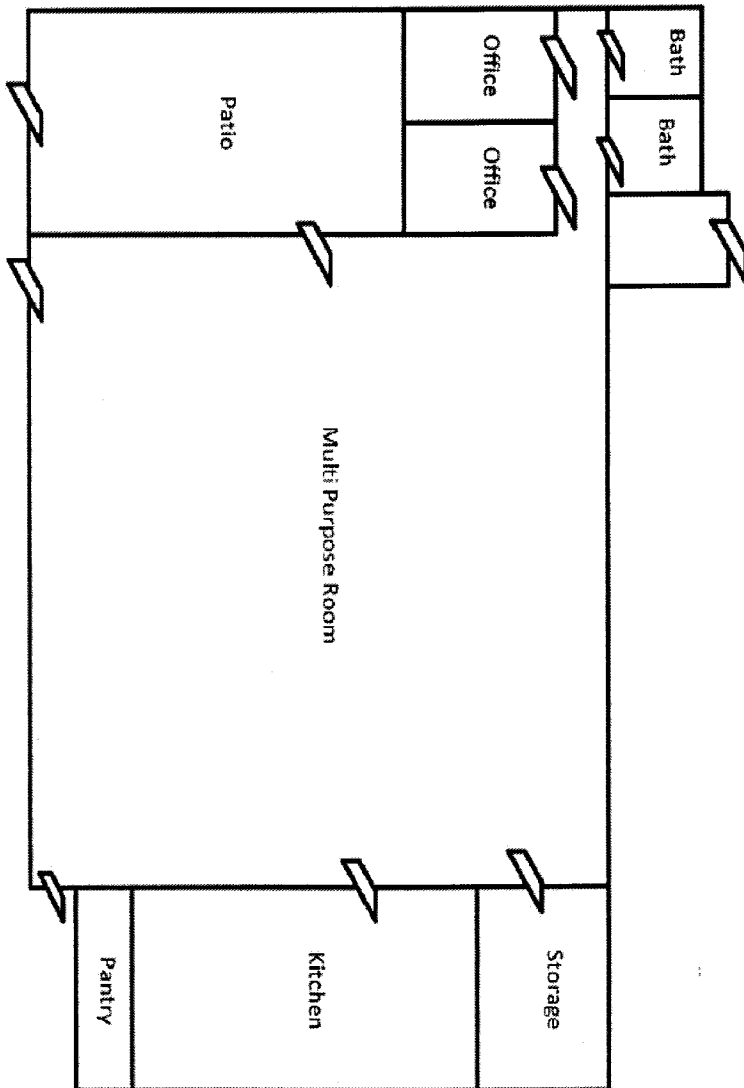


EXHIBIT "C"

SCOPE OF OPERATIONS – COMMUNITY PROGRAMS AND SERVICES
FOR MOSES-SCHAFFER COMMUNITY CENTER

1. Food Service programs, which may include Senior Nutrition, Commodities, Brown Bag, Rolling Cart, Hidden Harvest and the Summer Program.
2. Health Services Programs (blood glucose, blood pressure screening, etc.), which may include Health Education, Health Fairs, immunizations, Medical Services and Dental Services.
3. Youth Services Programs, which may include Afterschool Programs, Summer Youth Programs-Camps, Youth Sports and Recreation, Tutoring/homework help, and Youth Leadership Programming
4. Park and Recreation Services which may include Physical Fitness Programs, sports, exercise, dancing etc.
5. Any other programs and activities for the benefit of the residents of Riverside County.

EXHIBIT "D"
SCHEDULE OF OPERATOR'S REIMBURSEMENT FUND
FOR MOSES-SCHAFFER COMMUNITY CENTER

Fiscal Year	Dates	Funds Allocated
2016/2017 (Partial Year)	January 3, 2017 – June 30, 2017	\$45,000
2017/2018	July 1, 2017 – June 30, 2018	\$90,000
2018/2019	July 1, 2018 – June 30, 2019	\$90,000
2019/2020	July 1, 2019 – June 30, 2020	\$90,000

EXHIBIT "E"
EXISTING FURNITURE, FIXTURES AND EQUIPMENT
OWNED BY COUNTY

Location	Quantity	Item
Adobe	1	soccer ball
Adobe	1	small plastic container decoration
Adobe	1	box of jump rope
Adobe	1	shovel
Adobe	1	Squeegee
Adobe	2	extending poles
Adobe	1	Bag of cord covers
Adobe	2	trash grabbers
Adobe	1	hose attachment
Adobe	3	stand up dust pans
Adobe	1	small broom
MSCC	6	Large Social Studies Books
Adobe	1	scrub brush
MSCC	22	Folding white tables
MSCC	123	Folding beige chairs
MSCC	1	Caller ID
MSCC	1	water heater
MSCC	2	Desk
MSCC	2	File Cabinets
MSCC	1	oven/stove
MSCC	1	Cushioned Chair
MSCC	1	Safe
MSCC	1	tune-up kit
MSCC	1	White board
MSCC	2	SM Round Tables
MSCC	16	Blue cushioned chairs
MSCC	1	book shelf
MSCC	1	Cubby shelf
MSCC	2	Large grey trash cans
MSCC	1	flag pole with flag
MSCC	3	Rolling Office chairs
MSCC	1	Television and Remote
MSCC	1	Podium
MSCC	1	Grey end table

MSCC	1	File Cabinet
MSCC	1	Desk

MSCC	1	Brother Printer
MSCC	1	AT&T Telephone
MSCC	1	Dell Monitor
MSCC	1	Dell Tower
MSCC	1	box of festive decorations
MSCC	2	small white trash bins
MSCC	1	box of medicare handbooks
MSCC	1	smoke detector
MSCC	1	5 gallon paint
MSCC	1	toilet brushes
MSCC	2	push carts
MSCC	2	rubber non-slip mats
Adobe	2	jigsaw puzzles
MSCC	1	board game
MSCC	1	microwave
MSCC	2	metal counters
MSCC	1	freezer
MSCC	1	fridge
MSCC	1	ice maker
MSCC	1	Cambro/Warmer
MSCC	1	Cabinet
MSCC	1	Vacuum
MSCC	2	step stools
MSCC	1	ladder

MSCC	10	basketballs
MSCC	2	Dell Monitor
MSCC	2	Dell Tower
MSCC	1	Dell Monitor
MSCC	1	Dell Tower
MSCC	1	bingo set
MSCC	1	Box of pinters plastic
MSCC	1	mop bucket
MSCC	1	large paint bucket
MSCC	1	large broom
MSCC	1	push broom
MSCC	2	Soccer balls
MSCC	1	paper cutter (donated)
MSCC	1	Football

1	mop sink and equipment
1	dual door stainless commercial refrigerator
1	single door stainless steel commercial freezer
1	ice machine
1	hot water tank
1	commercial 4 burner stove / oven combo