

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



ITEM
3.10
(ID # 4172)

MEETING DATE:

Tuesday, June 6, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): License and Operating Agreement for the Mead Valley Community Center, between the County of Riverside and The Grove Community Church, District 1, CEQA Exempt, [\$208,400] 92% General Fund Contribution, 8% 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/E 5/15/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: June 6, 2017
xc: EDA, COB

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 \$18,400 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	\$ 28,400	\$ 60,000	\$ 208,400	\$ 0
NET COUNTY COST	\$ 26,128	\$ 55,200	\$ 191,728	\$ 0
SOURCE OF FUNDS: 92% General Fund Contribution, 8% 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 3-9, 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 programing 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 Mead Valley Community Center located at 21091 Rider Street, Perris, CA 92570 (Center). On October 26, 2016 EDA advertised the 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 Grove was selected as the Operator of the Center. 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 shall be obligated to provide community center services which include youth and family 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.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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During the term of this Agreement, the County 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 the Agreement and as per Exhibit A, 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.

The Form 11 and Agreement have been approved as to legal form by County Counsel.

Impact on Citizens and Businesses

The transfer of the operational responsibilities of the Mead Valley Community Center to The Grove will improve efficiency, delivery of service and expand programs for the residents and surrounding areas of Mead Valley. 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 and through the General Fund Sub-Fund 11183.

Advertising Costs	\$ 1,300
Real Estate Labor Costs	\$ 8,500
County Counsel Costs	\$ 7,800
CEQA Environmental Costs	\$ 800
Total Estimated Net Costs	\$ 18,400

Attachments:

Aerial

Operating Agreement (4)

CEQA Notice of Exemption

RF:JVW:VC:VY:JR:tg 314FM 18.915 13566

MinuteTrak: 4172

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


Rohini Dasika, Principal Management Analyst

5/30/2017



Gregory P. Priamos, Director County Counsel

5/16/2017



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

6/7/17
Date

bb
Initial

NOTICE OF EXEMPTION

May 9, 2017

Project Name: County of Riverside, Mead Valley Community Center Licensing and Operating Agreement with the Grove, Perris, Riverside County

Project Number: FM0417200314

Project Location: 21091 Rider Street, west of Lee Road, Perris, California 92570, Assessor's Parcel Numbers (APNs): 318-210-050, 3418-210-070; (See attached exhibit)

Description of Project: On November 15, 2016 the County of Riverside (County) Board of Supervisors approved Minute Order 3-9, 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 programing of community centers back to EDA oversight (Transfer). As a result, the EDA Real Estate Division completed a Request for Proposal 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 Mead Valley Community Center (Center), located at 21091 Rider Street, 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 nonprofit religious corporation (The Grove). After all interviews were conducted, The Grove was selected as the Operator of the Center. The 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 community center services which include youth and family programs. The scope of these services will include community, recreational and park services, healthcare and food programs. The execution of the 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 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 nonprofit religious corporation

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.

JUN 06 2017 3.10

P.O. Box 1180 • Riverside, California • 92502 • T: 951.946.8914 • F: 951.955.4396

www.rivcoeda.org

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

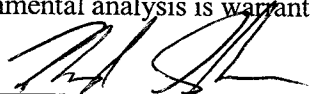
Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

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 at 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 a license and operating agreement to operate and maintain senior services at the Center. The change in management for the provision of community services at 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 provision of community services 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 Agreement with The Grove will not result in any direct or indirect physical environmental impacts. The transfer of operation and maintenance of the facility will not result in 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: _____

5/9/17

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Mead Valley Community Center License and Operating Agreement with the Grove, Perris, Riverside County, California

Accounting String: 524830-47220-7200400000- FM0417200314

DATE: May 9, 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: May 9, 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 # FM0417200314**
Mead Valley Community Center Licensing and Operating Agreement with the Grove, 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 **MEAD VALLEY COMMUNITY CENTER**
2 **LICENSE AND OPERATING AGREEMENT**
3

4 This License and Operating Agreement ("Agreement") is made and entered into on
5 June 6, 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 **RECITALS**
10

11 WHEREAS, the County of Riverside is the owner of record for certain real property
12 located at 21091 Rider Street, Perris, CA 92570 and identified as Assessor's Parcel Numbers
13 318-210-050 and 318-210-070 ("Property"), as shown in Exhibit "A", attached and incorporated
14 herein by reference; and

15 WHEREAS, the Property has situated thereon a Community Center and associated
16 Kitchen and Banquet Hall consisting of approximately 11,950 square feet of multi-use space
17 (hereinafter referred to as the "Center") currently operated by County; and

18 WHEREAS, the County has the capability and authority to operate and provide
19 programs in the Center whether directly or through a contract with a qualified Operator and
20 where such programs and services are in the vital and best interest of the residents of
21 Riverside County and the areas and community surrounding this Property; and

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

25 WHEREAS, the Parties desire to enter into a License and Operating Agreement and for
26 the purpose of providing community and recreational programs and other services as provided
27 by Operator, in accordance with the terms and conditions of this Agreement.
28

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

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

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

13 3. DESCRIPTION OF CENTER: The Center consists of an approximate 11,950
14 square foot multi-use space, as depicted on Exhibit "B" Center, and a shared adjacent
15 park/recreation area with associated landscaping of about 3.36 acres and shared parking lot,
16 all located on Assessor's Parcel Number 318-210-050 and 318-210-070 ("Common Area"), as
17 depicted on Exhibit "A". Property Site Map and Exhibit "C" Community Center Floor Plan,
18 attached hereto and by this reference incorporated herein.

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

24 5. CONSIDERATION: Operator shall pay one dollar (\$1) to the County as
25 consideration for use of the Center, payable once and for the entire approximate three (3) year
26 term upon full execution of this Agreement. County acknowledges that the Operator, through
27 this Agreement will be obligated to pay for the provision of community services in the Center on
28 behalf of the County. County recognizes this form of consideration provided by the Operator

1 and grants the Operator the right to collect fees for services rendered and for the coordination
2 of use and rental of portions of the Center.

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

9 7. OPERATOR OBLIGATIONS:

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

13 General hours of operation are as follows:

14 Monday through Friday 9:00 a.m. to 5:00 p.m.

15 Evening and weekend hours as needed for community events and meetings.

16 The above hours are general only and subject to change. Hours may be adjusted to reflect the
17 needs of the community and hours of operations and will be subject to consent of the County.

18 (b) Protection and Restoration of the Property. Subject to County's Capital
19 Maintenance and Improvement obligations hereunder, Operator shall keep all portions of the
20 Center in good, and clean condition. Reasonable wear and tear is acceptable and Operator
21 shall not cause waste or damage to the improvements and natural resources thereon by its
22 employees, contractors or agents. Operator shall strictly adhere to the following restrictions:

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

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

1 3) Operator must exercise reasonable due diligence in the
2 protection of the Center against damage or destruction by fire, vandalism or other cause.

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

7 8. OPERATOR REIMBURSEMENT FUND:

8 (a) County shall allocate and establish an Operator Reimbursement Fund
9 (Fund) in the amount of sixty thousand dollars (\$60,000) per fiscal year to offset and reimburse
10 the Operator for the actual and proven costs of providing services and for the costs and
11 obligations of operating the Center as required within this Agreement. The Fund will be made
12 available to reimburse actual operational costs incurred by the Operator commencing on the
13 Effective Date of this Agreement. A schedule of the allocated funds for each partial and full
14 fiscal years is attached hereto and incorporated herein as Exhibit "E" Schedule of Operator's
15 Reimbursement Fund.

16 (b) Operator shall utilize the Fund upon approval and commencement of this
17 Agreement by providing invoices and statements proving itemized actual expenses incurred
18 and requesting appropriate reimbursement of Operational Costs only.

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

21 9. ALLOCATION OF FUNDS BY COUNTY: The County reserves the right to
22 modify the level of funding allocated to the Operator and Center within this Agreement due to
23 loss of funding by the County. Any modification made to the allocated funding will be subject to
24 approval by the Board of Supervisors.

25 10. CONTRACTING WITH THIRD PARTIES: Operator may enter into agreements
26 with qualified third parties for the purpose of providing any of the services or programs in
27 connection with the uses permitted to be performed on the Property as described in Section 6
28 or for the purpose of operations. All such agreements shall contain provisions necessary to

1 protect the County, its officers, employees, successors and assigns from any liability arising out
2 of the provision of services, and programs as provided in the Center and as a result of such
3 third parties, including the obligation to indemnify the County, County of Riverside, its officers,
4 employees, successors, and assigns and carry the necessary insurance. The term of any
5 permit, contract, or other agreement entered into by Operator affecting or related to the
6 Property shall not exceed the term of this Agreement.

7 11. UTILITIES:

8 (a) During the term of this Agreement, County agrees to pay, or cause to be
9 paid for any and all utilities used upon the Property including but not limited to electric, water,
10 gas, sewer, phone, refuse collection, security and/or fire alarm monitoring or related fees, and
11 all other services supplied to the Center or the Property.

12 (b) During the term of this Agreement, Operator agrees to pay, or cause to
13 be paid for any and all computer and internet services.

14 12. FURNITURE, FIXTURES AND EQUIPMENT: The County and Operator agree
15 and acknowledge that the County owns and installed furniture, fixtures and equipment for the
16 operation of the Center as set forth in Exhibit "F," Existing Furniture, Fixtures and Equipment
17 Owned by County, attached hereto and by this reference incorporated herein.

18 13. MAINTENANCE RIGHTS AND RESPONSIBILITIES:

19 (a) County shall, at its sole cost and expense, maintain, or cause to be
20 maintained, the building and building systems, outdoor recreational areas, the parking lot and
21 landscaping in good, clean condition and use as outlined above and in accordance with all
22 applicable laws, including but not limited to health, fire and safety ordinances and laws,
23 environmental regulations and such rules and regulations hereunder as may be binding upon
24 County with reasonable wear and tear excepted. County will be responsible for all recurring
25 and normal maintenance of the premises, and for any Capital Renewal and Capital
26 Improvement project costs.

27 (b) Improvements by Operator. Any alterations, improvements, or
28 installation of fixtures to be undertaken by Operator shall have the prior written approval of the

1 County after Operator has submitted plan/work plan for any such proposed alterations,
2 improvements, or fixtures to County in writing.

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

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

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

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

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

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

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

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

24 (d) General Insurance Provisions - All lines:

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

1 for that specific insurer and only for one policy term.

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

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

1 4) It is understood and agreed to by the parties hereto that the
2 Operator's insurance shall be construed as primary insurance, and the County's or County's
3 insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not
4 be construed as contributory.

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

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

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

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

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

28 (a) With respect to any action or claim subject to indemnification herein by

1 Operator. Operator shall, at their sole cost, have the right to use counsel of their own choice
2 and shall have the right to adjust, settle, or compromise any such action or claim without
3 compromise in no manner whatsoever limits or circumscribes Operator indemnification to
4 County as set forth herein.

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

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

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

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

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

1 Chemical Lists, or petroleum products and their derivatives. However, this shall not apply to
2 the use of petroleum products and related substances incidental to operation of motorized
3 equipment and vehicles whose operation on the premises is contemplated by this Agreement.
4 Operator shall immediately notify County in writing in the event of any release of hazardous
5 material, violation of any environmental law, or actions brought by third parties against
6 Operator alleging environmental damage. Operator shall indemnify and hold County harmless
7 from any and all damages of any nature (including payment of attorney fees) related to or
8 arising out of the discharge or release of hazardous materials caused by Operator or any
9 person or entity under its control. County represents and warrants to Operator that, to the best
10 of County's knowledge, no hazardous material has been generated, manufactured, refined,
11 transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the
12 Center or Property prior to the effective date of this Agreement. In the event that Operator
13 discovers that any hazardous material has been generated, manufactured, refined,
14 transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the
15 Center or Property prior to the effective date of this Agreement, then Operator shall have the
16 right to immediately terminate this Agreement and shall have no remediation responsibility, and
17 County shall indemnify, defend and hold harmless Operator from any and all liability of any
18 type related thereto.

19 21. DEFAULT:

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

27 (b) Operator shall cure any defaults within thirty (30) days of receipt of a
28 written notice by the County to remedy any and all defaults. In the event that any default is of

1 such a nature that the same cannot reasonably be cured within the thirty (30) day period
2 described above, then the cure period shall be extended by such further reasonable period (not
3 to exceed an additional 90 days) so long as Operator commences the cure within the thirty (30)
4 day period described above and thereafter diligently prosecutes the cure to completion. In the
5 event that Operator's fails to cure the noticed default, County shall have the right to terminate
6 this Agreement and retake possession of the Property together with all additions, alterations,
7 and improvements thereto by providing Operator thirty (30) days' notice of its intent to
8 terminate. County shall also retain all rights to seek any and all remedies at law or in equity
9 available in the event Operator is in default. Upon the giving of notice of termination, all
10 Operator's rights in the Property and improvements shall terminate. Promptly after notice of
11 termination, Operator shall surrender and vacate the Property and all improvements in good
12 and clean condition.

13 22. TERMINATION:

14 (a) County's Right to Terminate.

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

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

25 3) Upon such termination, Operator must surrender the Property
26 and all equipment and improvements constructed in the Center (other than trade fixtures or
27 other removable fixtures owned by Operator) to be left in good and clean condition.
28

1 (b) Operator's Right to Terminate.

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

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

11 If to County:

12 Attn: Deputy Director of Real Estate
13 County of Riverside
14 Economic Development Agency
15 Real Estate Division
16 3403 10th Street, Suite 400
17 Riverside, CA 92501
18 (951) 955-4820

19 If to Operator:

20 Attn: Jon Hurst
21 The Grove Community Church
22 19900 Grove Community Drive
23 Riverside, CA 92508
24 (951) 571-9090

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

1 Agreement.

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

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

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

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

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

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

26 ///

27 ///

28 ///

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

Signature Provisions on Following Page

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

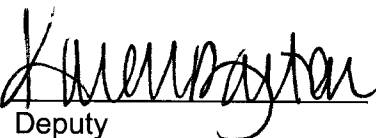
7
8
9 BY: 
10 Chairman JOHN TAVAGLIONE
11 Board of Supervisors

By: 
Jon Hurst

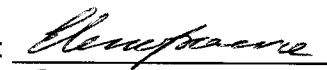
12 DATED: JUN 06 2017

DATED: 5/9/2017

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 ELENA BOEVA
25 Deputy County Counsel

26
27 JR:ra/042017/314FM/18.918
28

EXHIBIT "A"

PROPERTY SITE MAP



EXHIBIT "B"

CENTER



EXHIBIT "C"

COMMUNITY CENTER FLOOR PLAN



EXHIBIT "D"

SCOPE OF OPERATIONS – COMMUNITY PROGRAMS AND SERVICES
FOR MEAD VALLEY COMMUNITY CENTER

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

EXHIBIT "E"

SCHEDULE OF OPERATOR'S REIMBURSEMENT FUND
FOR MEAD VALLEY COMMUNITY CENTER

Fiscal Year	Dates	Funds Allocated
2016/2017 (Partial Year)	May 1, 2017 – June 30, 2017	\$10,000
2017/2018	July 1, 2017 – June 30, 2018	\$60,000
2018/2019	July 1, 2018 – June 30, 2019	\$60,000
2019/2020	July 1, 2019 – June 30, 2020	\$60,000

EXHIBIT "F"

EXISTING FURNITURE, FIXTURES AND EQUIPMENT

OWNED BY COUNTY

Location	Quantity	Item
Community Center	9	Black Cushioned Office Chair
Community Center	1	Vacuum
Community Center	1	Casio Cash Register
Community Center	1	First Aid Kit (Mounted)
Community Center	6	Simple Chairs
Community Center	2	Office Cabinet
Community Center	1	Conference Table
Community Center	1	Small Squared Coffee Tables
Community Center	18	Banquet Hall Round Tables
Community Center	2	Color Printer
Community Center	1	Metal Cabinet
Community Center	1	Metal Shelf
Community Center	1	Green Canopy
Community Center	2	Flat Screen Televisions
Community Center	1	Gas Grill
Community Center	4	Office Desks
Community Center	1	Reception Desk
Community Center	3	Telephone
Community Center	8	Large Black Cushion Chairs
Community Center	1	Pallet Jack
Community Center	242	Banquet Hall Chairs
Community Center	5	Stainless Steel Wheel Tables 4
Community Center	1	Defibrillator
Community Center	6	Leather Love Seats
Community Center	3	Broom 1 Push Broom
Community Center	1	Safe
Community Center	4	Stainless Steel Commercial Refrigerators
Community Center	1	Ice Machine
Community Center	1	6 burner stove and double oven
Community Center	1	4 burner stove and single oven
Community Center	3	commercial standing oven

1	Community Center	4	food warmers
2	Community Center	3	oven door air handles
3	Community Center	1	commercial dishwasher
4	Community Center	1	Vacuum
5	Community Center	1	Dust Pan
6	Community Center	1	padlock
7	Community Center	3	Small Trash Cans 1
8	Community Center	1	large trash cans
9	Community Center	2	Rolling Carts
10	Community Center	1	White Board
11	Community Center	6	Black Cushioned Double Chairs 3
12	Community Center	3	Footballs
13	Community Center	6	Basketballs
14	Community Center	3	Soccer Balls
15	Community Center	1	Three ring hole puncher
16	Community Center	4	50 Gallon Trash Cans
17	Community Center	1	Tripod
18	Community Center	1	Dolly
19	Community Center	7	Long Rectangle Tables
20	Community Center	1	Small Round Table
21	Community Center	19	Yoga Mats
22	Community Center	1	American Flag Pole and Stand
23	Community Center	19	Weighted Workout Sticks
24	Community Center	1	First Aid Special Events Kit
25	Community Center	3	Floor Fans
26	Community Center	18	Banquet Hall Round Tables (already on the list)
27	Community Center	1	Microphone
28	Community Center	2	Small Squared Tables
29	Community Center	1	Small Coffee Table
30	Community Center	1	Paper Cutter 0
31	Community Center	2	Large Office Chairs
32	Community Center	4	Computers
33	Community Center	3	Telephones (already on the list)