

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



ITEM
3.11
(ID # 4262)

MEETING DATE:

Tuesday, June 6, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): License and Operating Agreement for the Mead Valley Senior Center, between the County of Riverside and the Janet Goeske Foundation, District 1, CEQA Exempt, [\$299,400] 94% General Fund Contribution, 6% 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 Janet Goeske Foundation 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	\$ 68,400	\$ 77,000	\$ 299,400	\$ 0
NET COUNTY COST	\$ 64,296	\$ 72,380	\$ 281,436	\$ 0
SOURCE OF FUNDS 94% General Fund Contribution, 6% 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 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 Janet Goeske Foundation, a non-profit 501 (c)(3) corporation (JGF).

After all interviews were conducted, the selection committee selected JGF as the Operator of the Senior Services portion of the Center. JGF currently operates the Janet Goeske Foundation and Senior Center, a joint venture between the City of Riverside and JGF. The JGF Senior Center provides senior center programing for residents in the Riverside area. Following the selection EDA and JGF entered into a Temporary License and Operating Agreement as an interim and transitional contract and to allow for the negotiations of this extended License and Operating Agreement.

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

The attached License and Operating Agreement (Agreement) will 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, JGF will be obligated to provide senior community center services which include senior programs as outlined and further described within the Agreement. The scope of those services will include recreational, health, and nutrition programs.

During the term of this Agreement, EDA shall make available an allocation of funds to JGF which will offset operational costs for providing these senior services on behalf of the County. The allocation of funds will be in accordance with Exhibit A, attached hereto. Reimbursement will be provided in accordance with the terms of the Agreement and JGF 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 Senior Center to JGF will improve efficiency, delivery of service and expand programs for the residents of the surrounding areas of Mead Valley. Those efficiencies will benefit the health and welfare of 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

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

Attachments:

Exhibit A

Aerial

Operating Agreement (4)

CEQA Notice of Exemption

RF:JVW:VC:VY:JR:tg 314FM 18.916 13567

MinuteTrak: 4262



Rohini Dasika, Principal Management Analyst

5/30/2017



Gregory V. 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

VB
Initial

NOTICE OF EXEMPTION

May 9, 2017

Project Name: County of Riverside, Mead Valley Senior Center Licensing and Operating Agreement with the Janet Goeske Foundation, 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 Janet Goeske Foundation, a non-profit 501 (c)(3) corporation (JGF). After all interviews were conducted, JGF was selected as the Operator of the Senior Services portion of the Center. JGF currently operates the Janet Goeske Foundation and Senior Center, a joint venture between the City of Riverside and JGF. The JGF Senior Center provides senior center programing for residents in the Riverside area. 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, JGF will be obligated to provide senior community center services which include senior programs. The scope of these services will include recreational, health, and food programs. The execution of the Agreement with JGF 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; Janet Goeske Foundation, a non-profit 501 (c)(3) corporation

JUN 06 2017 3:11

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.4400

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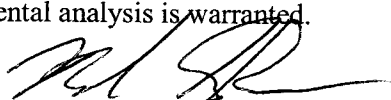
Exempt Status: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

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 senior services 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 senior 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 senior 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 JGF will not result in any direct or indirect physical environmental impacts. The transfer of operation 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: _____

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 Senior Center License and Operating Agreement with the Janet Goeske Foundation, 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 Senior Center Licensing and Operating Agreement with the Janet Goeske Foundation,
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 SENIOR 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 Janet Goeske Foundation, a non-profit 501 (c)(3)
7 corporation ("Operator"), sometimes collectively hereinafter referred to as the "Parties".
8

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 Senior Center consisting of
16 approximately 3,054 square feet of multi-use space (hereinafter referred to as the "Senior
17 Center") currently operated by County; and

18 WHEREAS, the County has the capability and authority to operate and provide
19 programs in the Senior Center whether directly or through a contract with a qualified Operator
20 and 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 Senior 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 senior community and recreational programs and other services as
27 provided by Operator, in accordance with the terms and conditions of this Agreement.
28

JUN 06 2017 3.11

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 the provision of
5 senior programs and services by Operator, more particularly described in Exhibit "D" Scope of
6 Operations – Schedule of Senior Programs and Services, attached hereto and by this
7 reference incorporated herein and for no other purpose except as amended and approved by
8 the County. It is expressly understood that this License does not in any way whatsoever grant
9 or convey any permanent easement, lease, fee or other real property interest in the Property to
10 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 SENIOR CENTER: The Senior Center consists of an
17 approximate 3,054 square foot multi-use space, and including an outer courtyard area of
18 approximately 12,495 square feet as depicted on Exhibit "B" Senior Center and a shared
19 adjacent park/recreation area with associated landscaping of about 3.36 acres and shared
20 common parking lot, all located on Assessor's Parcel Number 318-210-050 and 318-210-070
21 ("Common Area"), as depicted on Exhibit "A". Property Site Map and Exhibit "C" Community
22 Center Floor Plan, attached hereto and by this reference incorporated herein.

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

1 5. CONSIDERATION: Operator shall pay one dollar (\$1) to the County as
2 consideration for use of the Senior Center, payable once and for the entire three (3) year term
3 upon full execution of this Agreement. County acknowledges that the Operator, through this
4 Agreement will be obligated to pay for the provision of services and operations of the Senior
5 Center on behalf of the County. County recognizes this form of consideration provided by the
6 Operator and grants the Operator the right to collect and retain fees for services rendered and
7 for the coordination of use and rental of portions of the Senior Center.

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

14 7. OPERATOR OBLIGATIONS:

15 (a) Operations. Operator shall be obligated to provide senior programs and
16 services to the community and the citizens of Riverside County including but not limited to all
17 programs and services set forth within this Agreement.

18 General hours of operation are as follows:

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

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

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

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 Senior Center against damage or destruction by fire, vandalism or other
9 cause. County shall pay for and provide security services for the entire Property.

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

14 8. OPERATOR REIMBURSEMENT FUND:

15 (a) County shall allocate and establish an Operator Reimbursement Fund
16 (Fund) in the amount of seventy seven thousand dollars (\$77,000) per fiscal year to offset and
17 reimburse the Operator for the actual and proven costs of providing senior services and for the
18 costs and obligations of operating the Senior Center as required within this Agreement. The
19 Fund will be made available to reimburse actual operational costs incurred by the Operator
20 commencing and retroactive to January 3, 2017. A schedule of the allocated funds for each
21 partial and full fiscal years is attached hereto and incorporated herein as Exhibit "E" Schedule
22 of Operator's Reimbursement Fund.

23 (b) Operator shall utilize the Fund upon approval and commencement of this
24 Agreement by providing invoices and statements itemizing actual expenses incurred, including
25 general administrative expense and requesting appropriate reimbursement of said expenses.
26 Such reimbursement by Operator shall be retroactive to expenses incurred commencing
27 January 3, 2017 and during the Interim License and Operating Agreement dated January 3,
28 2017 by and between the County and the Operator for a transition period to the execution of

1 this Agreement.

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

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

8 10. CONTRACTING WITH THIRD PARTIES: Operator may enter into agreements
9 with qualified third parties for the purpose of providing any of the services or programs in
10 connection with the uses permitted to be performed on the Property as described in Section 6
11 or for the purpose of operations. All such agreements shall contain provisions necessary to
12 protect the County, its officers, employees, successors and assigns from any liability arising out
13 of the provision of services, and programs as provided in the Senior Center and as a result of
14 such third parties, including the obligation to indemnify the County, County of Riverside, its
15 officers, employees, successors, and assigns and carry the necessary insurance. The term of
16 any permit, contract, or other agreement entered into by Operator affecting or related to the
17 Property shall not exceed the term of this Agreement.

18 11. UTILITIES:

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

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

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

1 13. MAINTENANCE RIGHTS AND RESPONSIBILITIES:

2 (a) County shall, at its sole cost and expense, maintain, or cause to be
3 maintained, the building and building systems, the parking lot and landscaping in good, clean
4 condition as outlined above and in accordance with all applicable laws, including but not limited
5 to health, fire and safety ordinances and laws, environmental regulations and such rules and
6 regulations hereunder as may be binding upon County with reasonable wear and tear
7 excepted. County will be responsible for all recurring and normal maintenance of the premises,
8 and for any Capital Renewal and Capital Improvement project costs.

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

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

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

21 14. TAXES AND ASSESSMENTS: During the term of this Agreement Operator
22 shall pay, or cause to be paid, any and all applicable real and personal property taxes, general
23 and special assessments and other charges of every description as may be levied on or
24 assessed against the Center, improvements to the Center, or personal property owned by
25 Operator located on or in the Center by reason of Operator's operation of the Property.
26 Operator acknowledges that it may be subject to a possessory interest tax in accordance with
27 the California Revenue and Taxation Code.

28 15. COMPLIANCE WITH LAWS AND RESTRICTIONS. Operator shall, at its sole

1 cost and expense, obtain any and all necessary permits and shall fully comply with all
2 applicable ordinances, state and federal laws associated with the provision of the public
3 programs and services. Operator further agrees to use the Property in material compliance
4 with all laws now in force or which may hereafter be in force relative to its use as outlined in
5 Section 6 above, including without limitation compliance with all federal, state, and local
6 statutes and regulations, as well as all covenants, conditions, and restrictions contained in this
7 Agreement.

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

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

15 (a) Workers' Compensation. If the Operator has employees as defined by
16 the State of California, the Operator shall maintain statutory Workers' Compensation Insurance
17 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
18 Employers' Liability (Coverage B) including Occupational Disease with limits not less than
19 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor
20 of the County and County, and, if applicable, to provide a Borrowed Servant/Alternate
21 Employer Endorsement.

22 (b) Commercial General Liability. Commercial General Liability insurance
23 coverage, including but not limited to, premises liability, contractual liability, products and
24 completed operations liability, personal and advertising injury, and cross liability coverage,
25 covering claims which may arise from or out of Operator's performance of its obligations
26 hereunder. Policy shall name, the County, its directors, officers, employees, appointed
27 officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be
28 less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

1 general aggregate limit, it shall apply separately to this Agreement or be no less than (2) times
2 the occurrence limit.

3 (c) Vehicle Liability. If vehicles or mobile equipment are used in the
4 performance of the obligations under this Agreement, then Operator shall maintain liability
5 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
6 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
7 aggregate limit, it shall apply separately to this Agreement or be no less than (2) times the
8 occurrence limit. Policy shall name the County, its directors, officers, employees, appointed
9 officials, agents or representatives as Additional Insured.

10 (d) General Insurance Provisions - All lines:

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

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

24 3) Operator shall cause Operator's insurance carrier(s) to furnish
25 the County with either 1) a properly executed original Certificate(s) of Insurance and certified
26 original copies of Endorsements effecting coverage as required herein, and 2) if requested to
27 do so orally or in writing by the County's Risk Manager or Real Estate Division, provide original
28 Certified copies of policies including all Endorsements and all attachments thereto, showing

1 such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance
2 shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be
3 given to the County prior to any material modification, cancellation, expiration or reduction in
4 coverage of such insurance. In the event of a material modification, cancellation, expiration, or
5 reduction in coverage, this Agreement shall terminate forthwith, unless the County receives,
6 prior to such effective date, another properly executed original Certificate of Insurance and
7 original copies of endorsements or certified original policies, including all endorsements and
8 attachments thereto evidencing coverage's set forth herein and the insurance required herein
9 is in full force and effect. Operator shall not commence operations until the County has been
10 furnished original Certificate (s) of Insurance and certified original copies of endorsements and
11 if requested, certified original policies of insurance including all endorsements and any and all
12 other attachments as required in this Section. An individual authorized by the insurance carrier
13 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of
14 Insurance.

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

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

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

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

28 8) Operator shall notify County of any claim by a third party or any

1 incident or event that may give rise to a claim arising from the performance of this Agreement
2 within ten (10) days of receipt of notice thereof.

3 18. INDEMNIFICATION: Except for sole negligence or willful misconduct by
4 County, Operator shall indemnify and hold harmless the County, its directors, officers,
5 employees, appointed or elected officials, agent or representatives from any liability
6 whatsoever, to the extent based or asserted upon acts, omissions or any services of Operator,
7 its officers, employees, agents or representatives arising out of or in any way relating to this
8 Agreement, including but not limited to Property damage, bodily injury, or death or any other
9 element of any kind or nature whatsoever arising from the performance of Operator, its officers,
10 agents, employees, agents or representatives from this Agreement. Except for sole negligence
11 or willful misconduct by County, Operator shall defend, at its sole expense, all costs and fees
12 including, but not limited, to attorney fees, cost of investigation, defense and settlements or
13 awards, the County, its directors, officers, employees, appointed officials, agents or
14 representatives in any claim or action to the extent based upon such alleged acts or omissions.

15 (a) With respect to any action or claim subject to indemnification herein by
16 Operator, Operator shall, at their sole cost, have the right to use counsel of their own choice
17 and shall have the right to adjust, settle, or compromise any such action or claim without
18 compromise in no manner whatsoever limits or circumscribes Operator indemnification to
19 County as set forth herein.

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

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

26 (d) In the event there is conflict between this clause and California Civil
27 Code Section 2782, this clause shall be interpreted to comply with Civil code 2782. Such
28 interpretation shall not relieve Operator from indemnifying the County to the fullest extent

1 allowed by law.

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

11 20. HAZARDOUS MATERIALS. Operator shall not use or allow anyone else to
12 use the Senior Center to generate, manufacture, refine, transport, treat, store, handle, recycle,
13 release, or dispose of any hazardous material, other than as reasonably necessary for the
14 operation of its operations and activities as contemplated under this Agreement. The term
15 "hazardous material" means any hazardous substance, material, or waste including, but not
16 limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA
17 Chemical Lists, or petroleum products and their derivatives. However, this shall not apply to
18 the use of petroleum products and related substances incidental to operation of motorized
19 equipment and vehicles whose operation on the premises is contemplated by this Agreement.
20 Operator shall immediately notify County in writing in the event of any release of hazardous
21 material, violation of any environmental law, or actions brought by third parties against
22 Operator alleging environmental damage. Operator shall indemnify and hold County harmless
23 from any and all damages of any nature (including payment of attorney fees) related to or
24 arising out of the discharge or release of hazardous materials caused by Operator or any
25 person or entity under its control. County represents and warrants to Operator that, to the best
26 of County's knowledge, no hazardous material has been generated, manufactured, refined,
27 transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the
28 Senior Center or Property prior to the effective date of this Agreement. In the event that

Operator discovers that any hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Senior Center or Property prior to the effective date of this Agreement, then Operator shall have the right to immediately terminate this Agreement and shall have no remediation responsibility, and County shall indemnify, defend and hold harmless Operator from any and all liability of any type related thereto, including attorney's fees.

21. DEFAULT:

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

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

1 22. TERMINATION:

2 (a) County's Right to Terminate.

3 1) If during the term of this Agreement, the Senior Center is
4 damaged, whether or not from a risk covered by insurance, and subject to the other provisions
5 of this Agreement regarding termination, County shall have the option, but shall not be
6 obligated to make the repairs necessary to restore the Senior Center and all the improvements
7 thereon, to a condition for occupancy or use comparable to the condition thereof before such
8 damage occurred. However, County may determine in its sole discretion, that if it is not
9 feasible to make the necessary repairs or restoration, County shall have the right to terminate
10 this Agreement by providing Operator with a thirty (30) day written notice.

11 2) County may terminate this Agreement for any reason by giving
12 sixty (60) days written notice to Operator.

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

16 (b) Operator's Right to Terminate.

17 1) Operator may terminate this Agreement at any time and for any
18 reason by giving written notice to County at least sixty (60) days prior to the effective date of
19 such termination. Upon such termination, Operator must surrender the Property and all County
20 improvements and Equipment in good and clean condition.

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

26
27 If to County:

28 Attn: Deputy Director of Real Estate
 Economic Development Agency

County of Riverside
Real Estate Division
3403 10th Street, Suite 400
Riverside, CA 92501
951-955-4820

If to Operator:

Attn: Judith Vails
Janet Goeske Foundation
5257 Sierra Street
Riverside, CA 92504
951-351-8800

24. SEVERABILITY: Each section and provision of this Agreement is severable from each other provision. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and 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 Agreement.

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

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

27. INTERPRETATION: The Parties hereto have negotiated this Agreement at arms-length and have been advised by their respective attorneys, or if not represented by an

1 attorney, represent that they had an opportunity to be so represented and no provision
2 contained herein shall be construed against County solely because it prepared this Agreement
3 in its executed form.

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

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

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

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

19
20 Signature Provisions on Following Page
21
22
23
24
25
26
27
28

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:
Janet Goeske Foundation
a 501 (c)(3) corporation

7
8 BY: 

9 Chairman JOHN TAVAGLIONE
10 Board of Supervisors

By: 

Steve Popkin, Chair
Janet Goeske Foundation

11
12 DATED: JUN 06 2017

DATED: 5/8/17

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 ELENA M. BOEVA
25 Deputy County Counsel
26
27

28 JR:tg/050117/314FM/18.642

EXHIBIT "A"

PROPERTY SITE MAP



EXHIBIT "B"

SENIOR CENTER



1st Floor of
building portion

EXHIBIT "C"

COMMUNITY CENTER FLOOR PLAN



EXHIBIT "D"

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

Operator shall manage and operate the Mead Valley Senior Center and provide programs and services as set forth herein.

1. Operator shall develop and provide cultural, health and wellness, nutritional, recreational, physical fitness and successful aging programs and services at the Center.
2. Operator shall establish policies and procedures by which clientele will participate in an environment that provides a safe, positive and secure experience to all who use the Center.
3. The clientele includes eligible citizens, meeting Federal or State criteria as "seniors". The term "senior" shall mean an individual at least fifty (50) years of age, unless Federal or State regulations designate a lower minimum age.

EXHIBIT "E"

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

Fiscal Year	Dates	Funds Allocated
2016/2017 (Partial Year)	January 3, 2017 – June 30, 2017	\$50,000
2017/2018	July 1, 2017 – June 30, 2018	\$77,000
2018/2019	July 1, 2018 – June 30, 2019	\$77,000
2019/2020	July 1, 2019 – June 30, 2020	\$77,000

EXHIBIT "F"
EXISTING FURNITURE, FIXTURES AND EQUIPMENT
OWNED BY THE COUNTY

SPACE	QTY	Item	Model/Serial #	MFG Date/ Notes
Senior Center	4	Blue Cushioned Office Chairs		
Senior Center	4	Black Square Computer Chairs		
Senior Center	1	Blue Ray Player	OA561RAG961408B	
Senior Center	1	First Aid Kit (Mounted)		
Senior Center	3	Boxes Cinco de Mayo Decorations		
Senior Center	2	Luau Decorations Boxes		
Senior Center	2	Boxes Mardi Gras Decorations		
Senior Center	3	Small Squared Coffee Tables		
Senior Center	2	Boxes Christmas Decorations		
Senior Center	2	Easter Decorations Containers		
Senior Center	1	Box Halloween Decorations		
Senior Center	2	Boxes 4th of July Décor		
Senior Center	1	Box Autumn Décor		
Senior Center	1	Box Halloween Décor		
Senior Center	2	Boxes of St.Patrick Decorations		
Storage	1	Christmas Tree		In Storage
Senior Center	1	Box Western Decorations		
Senior Center	1	Large 42 cup Coffee Maker	Hamilton Beach	
Senior Center	8	Banquet Hall Round Tables		
Senior Center	5	Wheel Carts		
Senior Center	1	TV	Dynex/CCUB3YA014510	3/2011
Senior Center	2	Telephones		
Senior Center	1	Reception Desk		
Senior Center	3	Office Desks		
Senior Center	1	Rolling Entertainment Set		
Senior Center	57	Banquet Hall Chairs		

Location	QTY	Item	Model/Serial #	MFG Date/ Notes
Senior Center	1	Computer	Dell OptiPlex - D3PBPM1	9/10/2010
Senior Center	1	Computer	HP Compaq - MXL0320TMT	8/15/2010
Senior Center	1	Computer	Dell OptiPlex 360 - D70BML1	1/13/2010
Senior Center	1	Computer	Dell OptiPlex 380 - DYCMQJ1	4/17/2009
Senior Center	1	Computer	Dell OptiPlex 380 - 42F2SL1	5/13/2000
Senior Center	1	Computer	Dell OptiPlex 380 - GF3CMM1	7/29/2010
Senior Center	1	Monitor/Staff Desk	HP 22" LE2201w	2/1/2014
Senior Center	1	Monitor/Staff Desk	Dell 19" P1913t	2/1/2014
Senior Center	1	Monitor/Reception Desk	Dell 20" E2011Ht	2/1/2012
Senior Center	1	Monitor/LAB	Dell 22"	
Senior Center	1	Monitor/LAB	Dell 22"	
Senior Center	1	Monitor/LAB	Dell 22"	
Senior Center	1	Monitor/LAB	Dell 20" IN2010NB	6/1/2010
Senior Center	6	Keyboards		
Senior Center	5	Computer Mouse		
Senior Center	1	Small Black Refrigerator	Haier BL04FQE1G00BLF5N0611	
Senior Center	1	Mobile Food Warmer Cart	Unified Brand/RANFG-HTO-3-M	
Senior Center	1	Black and White Printer	Brother HL-2240	12/1/2012
Senior Center	1	Black and White Printer	HP LaserJet 1160Le	12/3/2004
Sr Ctr/Storage	5	Waiting Room Single Chair		3 in CTR/2 in storage
Sr Ctr/Storage	2	Waiting Room Double Chairs		1 in CTR/1 in storage
Senior Center	1	Leatherette Love Seat		
Senior Center	3	Leatherette Single Chairs		
Senior Center	2	Large 50 gall Trash Can		
Senior Center	2	Small Trash Cans		
Senior Center	13	Senior Exercise Balls		
Storage	1	Medium Sized Round Table		In storage