

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



ITEM
3.10
(ID # 6602)

MEETING DATE:

Tuesday, April 10, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Ratification and approval of License Agreement, Office on Aging Space, 3 Year License Agreement with the City of Blythe, District 4, CEQA Exempt, [\$24,025] 100% Federal Funds (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 – Existing Facilities exemption, and Section 15061 (b) (3), the “Common Sense” exemption;
2. Ratify and approve the License Agreement and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of approval by the Board.

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA 3/22/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: April 10, 2018
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$ 7,856	\$ 8,007	\$ 24,025	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Funds			Budget Adjustment: No	
			For Fiscal Year: 2017/18- 2019/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Office on Aging provides senior nutrition and fit after 50 exercise programs at the City of Blythe Community Center located at 445 North Broadway, Blythe. Approximately 60 meals are served to seniors every weekday and an additional 30 meals are served through the homebound delivery program. Office on Aging has use of the premises between the hours of 6:30 am and 3:00 pm Monday through Friday to prepare and provide meals and senior programs. Office on Aging uses the banquet room, kitchen, common area rest rooms, one office and pantry storage rooms for supplies and equipment. On weekends the City of Blythe Community Center is rented out by the City for private/public functions. The Blythe Community Center continues to provide the space required for the Office on Aging to continue to provide the various programs for the senior citizen community within this region.

To assist the Office on Aging with their budgets and to achieve a lower operating cost, the Economic Development Agency Real Estate Division has negotiated a three year License Agreement at \$.19 per square foot with a three percent annual increase. The City of Blythe will pay for any maintenance expenses, however the Parties have agreed to share the costs for the custodial and utility expenses. County will pay 60% of the utilities and provide their own custodial and paper products and split the costs to service the grease traps with the City. By partnering together and sharing the costs, the City will provide a below market license rate which will allow the Office on Aging to continue the senior citizen programs for the community.

Pursuant to the California Environmental Quality Act (CEQA), the License Agreement was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1 – Existing Facilities exemption and Section 15061 (b) (3), the “Common Sense” exemption. The proposed project, the License Agreement, is the licencing of property involving existing facilities with no improvements and no expansion of an existing use will occur.

County Counsel has approved the License Agreement as to form.

The License Agreement is summarized as follows:

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

Licensor: The City of Blythe
235 N. Broadway
Blythe, CA 92225

Location: Blythe Community Center
445 North Broadway, Blythe CA 92225

Size: Approximately 1,958 Square Feet

Term Three Years – July 1, 2017 thru June 30, 2020

Rent: Current:
\$368.96 per month; \$4,427.52 per year

New:
\$400.00 per month; \$4,800.00 Year 1 - July 1, 2017 to
June 30, 2018

\$412.00 per month; \$4,944.00 Year 2 - July 1, 2018 to
June 30, 2019

\$424.36 per month; \$5,092.32 Year 3 - July 1, 2019 to
June 30, 2020

Annual Increase: Three percent

Maintenance: Licensor

Grease Trap: Licensor and County shall share in the costs associated
with maintaining the grease trap twice per year. Licensor
will bill County for one-half of the costs associated with
said maintenance.

Custodial: Licensee shall provide paper products and clean the rest
rooms, kitchen and banquet room. Licensor shall clean
ceiling fans and strip and wax common area floors
quarterly.

Utilities: Licensee pays for all telephone services used in
connection of the Premises and pays 60% for electricity,
gas, water, sewer and trash service.

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

Impact on Residents and Businesses

The Office on Aging space will continue to provide an appropriately located facility that will serve the needs of the senior residents within the region. This facility is conveniently located for public transportation and ease of access for seniors.

Additional Fiscal Information

OOA shall have budgeted these costs in FY 2017/18 and will reimburse EDA for all license costs on a monthly basis. See attached Exhibits A, B and C.

Contract History and Price Reasonableness

The license rate is deemed competitive based upon the current market.

Attachments:

- License Agreement
- Exhibits A, B and C
- Notice of Exemption
- Aerial

RF:HM:VC:VY:CC:ra BL020 19.514 13740 MinuteTrak: 6602


Rehini Basak, Principal Management Analyst 4/2/2018


Gregory J. Priamos, Director County Counsel 3/29/2018

Exhibit A

FY 2017/18

OFFICE ON AGING

445 North Broadway, Blythe CA 92225

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:		1,958 SQFT	
Approximate Cost per SQFT	\$	0.20	
Lease Cost per Month (July - June)		\$	400.00
Total Lease Cost (July - June)			\$ 4,800.00
Total Estimated Lease Cost for FY 2017/18			\$ 4,800.00

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12	
Estimated Utility Costs per Month (July - June)		\$	234.96
Total Estimated Utility Cost			\$ 2,819.52
EDA Lease Management Fee - 4.92%			\$ 236.16
ESTIMATED COST FOR FY 2017/18			\$ 7,855.68

Exhibit B

FY 2018/19

OFFICE ON AGING

445 North Broadway, Blythe CA 92225

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:		1,958	SQFT	
Approximate Cost per SQFT	\$	0.21		
Lease Cost per month (July - June)		\$	412.00	
Total Lease Cost (July - June)				\$ 4,944.00
Total Estimated Lease Cost for FY 2018/19				\$ 4,944.00

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12		
Estimated Utility Costs per Month (July - June)		\$	234.96	
Total Estimated Utility Cost				\$ 2,819.52
EDA Lease Management Fee - 4.92%				\$ 243.24
TOTAL ESTIMATED COST FOR FY 2018/19				\$ 8,006.76

Exhibit C

FY 2019/20

OFFICE ON AGING

445 North Broadway, Blythe CA 92225

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	1,958	SQFT		
Approximate Cost per SQFT	\$	0.22		
Lease Cost per month (July - June)		\$	424.36	
Total Lease Cost (July - June)			\$	5,092.32
Total Estimated Lease Cost for FY 2019/20			\$	5,092.32

Estimated Additional Costs:

Utility Cost per Square Foot	\$	0.12		
Estimated Utility Costs per Month (July - June)		\$	234.96	
Total Estimated Utility Cost			\$	2,819.52
EDA Lease Management Fee - 4.92%			\$	250.54
TOTAL ESTIMATED COST FOR FY 2019/20			\$	8,162.38

F11: Cost - Total Cost \$ 24,024.83

LICENSE
Office of Aging-Nutritional Program
445 North Broadway, Blythe, California 92225

CITY OF BLYTHE, herein called Licensor, grants a License to the **COUNTY OF RIVERSIDE**, herein called County, the property described below upon the following terms and conditions:

1. **Description.** The premises hereby consist of the kitchen, banquet area, restrooms and office space in the building located at 445 North Broadway, Blythe, California and consists of approximately 1,958 square feet therein, as shown on Exhibit "A", attached hereto and by this reference made a part of this License.

2. **Use.**

(a) The premises shall be used to provide a nutrition program for the elderly pursuant to the provisions of the Older Americans Act of 1965, as amended (42 United States Code, Section 3030e et seq.) and the rules and regulations promulgated thereunder. Specifically, the premises shall be used to prepare and serve nutritionally sound meals to the elderly and to provide social and rehabilitative services on a daily basis during the term of this License.

(b) County shall have use of the premises between the hours of 6:30 am and 3:00 pm Monday through Friday, inclusive during this time of this License. During said period, County shall have use in common with others the banquet room, restrooms, hallways, entrances, office space not leased by County, parking spaces, and other similar facilities in and surrounding the premises.

3. **Term.** The Term of this License shall commence July 1, 2017 and terminate June 30, 2020, subject to the provisions of Paragraph 10 herein.

4. **Rent.** County shall pay the Licensor the monthly sums as rent for the Premises during the term of this License as indicated below:

<u>Amount:</u>	<u>Year:</u>
\$400.00	July 1, 2017 to June 30, 2018
\$412.00	July 1, 2018 to June 30, 2019
\$424.36	July 1, 2019 to June 30, 2020

Rent for the premises is payable in advance, on the first day of the month or as soon thereafter as a warrant can be issued in the normal course of County business.

5. **Utilities.** County shall pay for all telephone services used in connection with the premises. County shall pay for 60% of all other utilities as may be required in the maintenance, operation and use of the premises including electricity, gas, water, sewer and trash service. The amount will be due and payable on a monthly basis as billed by Licensor.

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3.10

6. **Maintenance.**

(a) Licensor shall keep the premises in good and suitable condition for the uses herein, and in compliance with Federal, State and local laws, ordinances, rules and regulations relating to fire, health and safety, and Licensor shall maintain the exterior and the interior of the premises, including, but not limited to, pest control, air conditioning equipment, heating equipment, plumbing, electrical wiring and fixtures, windows, strip and wax all common area floors quarterly, and structural parts, grounds, in good working condition and repair and in compliance with such laws, ordinances, rules and regulations.

(b) County shall keep the premises in a neat and sanitary condition, including keeping all appliances in a clean and sanitary condition and providing janitorial services and cleaning supplies for the areas in use and for the hours of said License, and shall comply with the California Uniform Retail Food Facilities Law (section 27500, et seq. of the Health and Safety Code) and Riverside County Health Regulations. County shall not be responsible for the common hallways or lobby.

(c) The Licensor and County shall share in the costs associated with maintaining the grease trap located at the facility. The Licensor will schedule maintenance of the grease trap twice per year. Licensor will bill the County for one-half (1/2) of the costs associated with said maintenance.

(d) The County shall maintain the Automatic Fire Extinguishing System used in connection with the County's nutrition program according to the 2013 California Fire Code Section 904.11.6.2, Extinguishing system service.

(e) The Licensor and County recognize that the Community Center is a shared facility and that on occasion the Banquet room, Kitchen and Restrooms are rented out to the community for private functions. Therefore, it is the responsibility of the Licensor to inform user that the kitchen, banquet and rest rooms must be left in clean condition after each and every function. In the event the Kitchen, banquet rooms and restrooms are not left clean and in orderly fashion, then County shall notify EDA Property Management at (951) 955-4850 to request that Licensor immediately clean the kitchen if necessary, and rearrange the tables and chairs to original condition so County may avoid disruption of meal preps and services to Senior Citizens. It is the responsibility of the County to leave the Kitchen, Restrooms and banquet room in a clean and sanitary condition on Fridays. Should the County fail to do so, City will bill County for any time spent by City staff cleaning the facility.

7. **Custodial.** Licensor shall provide the following Custodial services:

(a) Dust ceiling fans within the banquet room two times per year.

8. **Improvements by County.**

(a) Any alterations, improvements or installation of fixtures to be undertaken by County shall have the prior written consent of Licensor after County has submitted plans for any such proposed alterations, improvements or fixtures to Licensor in writing. Such consent shall not be unreasonably withheld by Licensor.

(b) All alterations, improvements and fixtures installed by County shall remain County property and may be removed by County at or prior to the expiration of this License; provided, however that such removal does not cause injury or damage to the premises, or in the event it does, the premises shall be restored to the satisfaction of the Licensor.

9. **Equipment and Supplies.** County may, upon obtaining the permission of Licensor, store equipment and supplies within the premises which are necessary to accommodate County's use of the premises. All such equipment and supplies shall remain the sole property of County and shall be removed by County upon the termination of this License. County agrees to indemnify and hold Licensor harmless from responsibility or liability for theft or loss of County's equipment and supplies which are stored on the premises, except as to such theft or loss caused by Licensor, and in that event, Licensor shall compensate County forthwith upon an accounting and billing therefore.

10. **Insurance.** Licensor shall procure and maintain during the term of this License, fire insurance and extended coverage on the building in which the premises are located. Licensor shall provide County with satisfactory proof of such coverage.

11. **Option to Terminate.**

(a). County shall have the option to terminate this License if the premises are destroyed or damaged to the extent that they cannot be repaired within thirty (30) days. If the damage can be repaired within (30) days, and during said period, the rent shall be prorated as to any portion of the premises not usable by County. County reserves the right to determine what, if any, portions of the premises are usable.

(b) Either Party hereto may terminate this License by giving One-hundred Eighty (180) days' notice thereof, in writing, to the other.

12. **Hold Harmless.** County agrees to indemnify, defend and hold harmless Licensor, its officers, officials, agents, employees, from all loss, cost, and expense, including attorney fees and court costs, arising out of any liability, or claim of liability, for personal injury, bodily injury to persons, contractual liability, or damage to property based or asserted upon any act or omissions of County, its officers, employees, contractors, agents or representatives, arising out of or which may in any way be connected with the premises or this License. Further, County will pay for any and all damage arising the County's occupation of the Licensed Premises. The provisions of this section do not apply to any damage or loss caused by the negligence or willful misconduct of Licensor, or any of its officers, officials, agents, employees or volunteers.

13. **Notices.** Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

LICENSOR:
City of Blythe
235 N. Broadway
Blythe, CA 92225

COUNTY:
County of Riverside EDA
Deputy Director
3403 10th Street, Suite 400
Riverside, CA 92501

or to such other addresses as from time to time may be designated by the respective parties.

14. **Binding on Successors.** The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors' administrators, representatives and assigns of all the parties hereto.

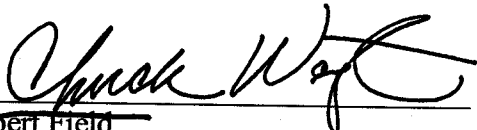
15. **Entire License.** This License is intended by the parties hereto as a final expression of their understanding with respect to the subject matter thereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous licenses, agreements and understandings, oral or written, in connection therewith. This License may be changed or modified only upon written consent of the parties hereto.

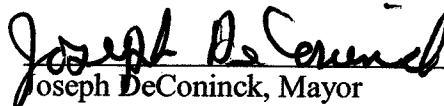
16. The Assistant County Executive Officer for the Economic Development Agency has authority to execute this License is contained in the Riverside County Ordinance 861, effective October 24, 2013.

Dated: APR 10 2018

COUNTY OF RIVERSIDE

CITY OF BLYTHE

By: 
~~Robert Field~~
~~Assistant County Executive Officer/EDA~~


Joseph DeConinck, Mayor

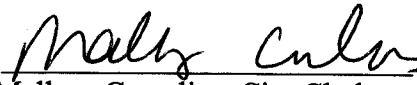
CHUCK WASHINGTON
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

ATTEST:

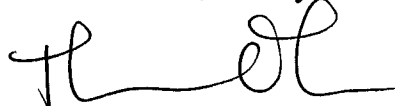
KEQIA HARPER-IHEM, Clerk

By: 
DEPUTY


Mallory Crecelius, City Clerk

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

By: 
Deputy County Counsel, Thomas Oh



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

4/11/18 KB
Date Initial

NOTICE OF EXEMPTION

December 11, 2017

Project Name: County of Riverside, Economic Development Agency (EDA) Office on Aging License Agreement, Blythe

Project Number: FM042134002000

Project Location: 445 North Broadway, south of West Chanslor Way, Blythe, California 92225; Assessor's Parcel Number (APN) 845-052-001 (See Attached Exhibit)

Description of Project: The Riverside County Office on Aging (OOA) provides senior nutrition and fit after 50 exercise programs at the City of Blythe Community Center located at 445 North Broadway, Blythe. Approximately 60 meals are served to seniors every weekday and an additional 30 meals are served through the homebound delivery program. OOA has inclusive use of the premises between the hours of 6:30 a.m. and 3:00 p.m. Monday through Friday for meal prep and senior programs. OOA uses one half of the banquet room, kitchen, common area rest rooms, one office and pantry storage rooms for supplies and equipment. On weekends the City of Blythe Community Center is rented out by the City for private public functions. The Blythe Community Center continues to provide the space required for OOA to continue to provide the various programs for the senior citizen community within this region. To assist OOA with their budgets and keeping the operating cost at a minimum the Economic Development Agency Real Estate Department has negotiated a three year License Agreement. The execution of the 3-year Lease with the City of Blythe is identified as the proposed Project under the California Environmental Quality Act (CEQA). The Project would not cause significant physical changes to the existing building or the land. 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 and City of Blythe

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 License Agreement.

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P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

org

Administration
Aviation
Business Intelligence
Cultural Services
Community Services
Custodial

Housing
Housing Authority
Information Technology
Maintenance
Marketing

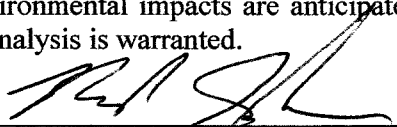
Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

- **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 a license agreement which permits the operation of a nutritional program within an existing building. The License Agreement would not result in a substantial increase in intensity of use as neither the footprint of the building nor additional parking area would be incorporated which could result in an increase beyond the planned capacity of the site. The use of the facility would remain as recreational/community space and no substantial expansion of public services and facilities would occur as a result of the License Agreement. 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 License Agreement will not result in any direct or indirect physical environmental impacts. The License Agreement will result in no changes to the existing use and will not create any new environmental impacts to the surrounding area. No alterations to the existing footprint would be made and no impacts 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 exemptions 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: _____

12/11/17

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Office on Aging License Agreement, Blythe

Accounting String: 524830-47220-7200400000 - FM042134002000

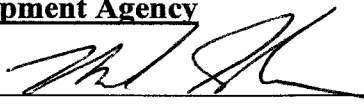
DATE: December 11, 2017

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: 

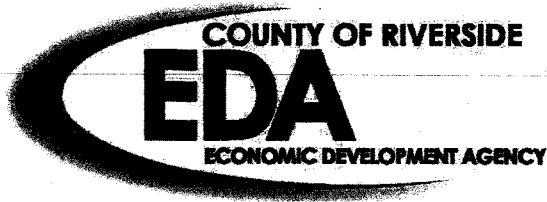
PRESENTED BY: Cindy Campos, Senior Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: December 11, 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 # FM042134002000**
Office on Aging License Agreement, Blythe

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,

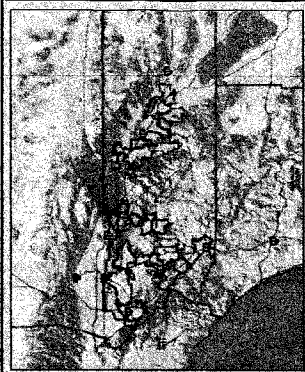
3403 10th Street, Suite 400, Riverside, CA 92501

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

Attachment

cc: file

Office on Aging
445 North Broadway, Blythe



Legend
World Street Map

Notes
APN 845052001

IMPORTANT Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

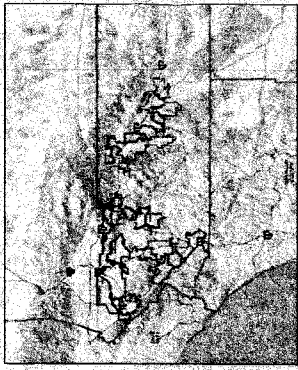
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© Riverside County RCIT GIS

Office on Aging

445 North Broadway, Blythe



Legend

World Street Map



0 499

998 Feet



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Notes

APN 845052001

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