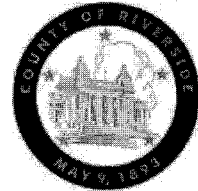


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.12
(ID # 7118)

MEETING DATE:

Tuesday, June 19, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Adoption of Resolution No. 2018-112, Declaration of Surplus Personal Property and Authorization to Donate Surplus Personal Property and Convey Fee Simple Interest in Real Property in the City of Jurupa Valley to Family Service Association, District 2, [\$0] (4/5th Vote) (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that this transfer 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), General Rule or "Common Sense" Exemption;
2. Adopt Resolution No. 2018-112, Declaration of Surplus Personal Property and Authorization to Donate Surplus Personal Property and Convey Fee Simple Interest in Real Property located in the City of Jurupa Valley, County of Riverside, to Family Service Association, a California non-profit corporation, Assessor's Parcel Numbers 179-260-004, 179-260-023 and 179-260-024 by Grant Deed;
3. Approve the attached Transfer Agreement between the County of Riverside and Family Service Association and authorize the Chairman of the Board to execute the same on behalf of the County;

ACTION: Policy, 4/5 Vote Required

Robert Field, Assistant County Executive Officer/ECD 5/31/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Tavaglione 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: June 19, 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**

RECOMMENDED MOTION: That the Board of Supervisors:

4. Approve the attached Bill of Sale and authorize the Chairman of the Board to execute the same on behalf of the County;
5. Approve the attached Grant Deed and authorize the Chairman of the Board of Supervisors to execute the same on behalf of the County;
6. Authorize the Assistant County Executive Officer / Economic and Community Development (ECD), or his designee, to execute any other documents and administer all actions necessary to complete this transaction; and
7. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five working days of Board approval.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	2017/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Pursuant to California Government Code Section 26227, the County is authorized to make available to nonprofit corporations or nonprofit associations, any real property of the County that is not and during the time of possession, will not be needed for County purposes. The County may make such property available to be used to operate those programs which the Board of Supervisors determines will serve public purposes, upon the terms and conditions determined by the Board of Supervisors to be in the best interests of the County and the general public.

The County intends to convey to Family Service Association (FSA), a California non-profit corporation and 501(c)(3) tax-exempt organization, pursuant to the attached Transfer Agreement and Grant Deed, a fee simple interest in real property, consisting of 0.58 acres of land (Property) on which there is located a 4,094 square foot office building. The Property is commonly known as 5317 Mission Blvd, Jurupa Valley, also known as Assessor Parcel Numbers 179-260-004, 179-260-023 and 179-260-024.

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

Also, pursuant to Government Code section 25372, the Riverside County Board of Supervisors ("Board") may donate any personal property that the Board declares to be surplus to any organization exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code that is organized to provide health or human services, and may impose on the donation any terms and conditions that it determines to be appropriate. The County intends to declare personal property (Personal Property) located at the Property as surplus property and donate the Personal Property to FSA pursuant to Government Code section 25372 and the attached Bill of Sale.

FSA provides a wide variety of public programs and services to the community and desires a facility in the Jurupa Valley area. FSA will use the Property to serve as office space for a senior nutrition program and for a mobile fresh program. These programs provide meals to the elderly and the underserved in the community. The Property is currently in need of repair and FSA will be accepting the property in its as-is condition and making the necessary investment to repair and occupy this Property and to provide services to the community.

The project, the conveyance of the Property, 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), General Rule or "Common Sense" Exemption, as it will not require any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact.

On May 22, 2018, the Board of Supervisors adopted Resolution No. 2018-098, Notice of Intention to Convey Fee Simple Interest in Real Property in the City of Jurupa Valley to Family Service Association.

The attached Resolution No. 2018-112, Transfer Agreement, Grant Deed, and Bill of Sale have been approved as to legal form by County Counsel.

Impact on Residents and Businesses

The transfer of the Property will benefit the community by expanding necessary services for the residents in the City of Jurupa Valley and surrounding area. It will also create jobs for the community and alleviate the County of on-going maintenance and repair costs associated with the Property.

SUPPLEMENTAL:

Additional Fiscal Information

All costs associated with the transfer of the Property will be paid by the EDA/Real Estate Budget for FY 2017/18. No net county costs will be incurred as a result of this transaction.

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

Attachments:

- Aerial Map
- Transfer Agreement
- Grant Deed
- Bill of Sale
- Resolution No. 2018-112
- Notice of Exemption

RF:HM:VY:CAO:ra 305FM 19.851 13853

MinuteTrak: 7118


Nehini Dasika, Principal Management Analyst 6/11/2018


Gregory V. Priamos, Director County Counsel 6/8/2018

1 Board of Supervisors

County of Riverside

2
3 RESOLUTION NO. 2018-112

4 DECLARATION OF SURPLUS PERSONAL PROPERTY AND
5 AUTHORIZATION TO DONATE SURPLUS PERSONAL PROPERTY AND
6 CONVEY FEE SIMPLE INTEREST

7 IN REAL PROPERTY IN THE CITY OF JURUPA VALLEY, CALIFORNIA
8 TO FAMILY SERVICE ASSOCIATION

9 ASSESSOR'S PARCEL NUMBERS 179-260-004, 179-260-023 and 179-260-024
10

11 WHEREAS, County is the owner of certain real property located in the City of
12 Jurupa Valley, County of Riverside, State of California, consisting of approximately 0.58
13 acres of land, and improvements of a 4,094 square foot office building, commonly known
14 as 5317 Mission Blvd, Jurupa Valley, CA 92509, currently with Assessor Parcel
15 Number(s) 179-260-004, 179-260-023 and 179-260-024 ("Property");

16 WHEREAS, pursuant to California Government Code section 26227, the County
17 is authorized to make available to nonprofit corporations or nonprofit associations any
18 real property of the County that is not, and during the time of possession, will not be
19 needed for County purposes, and to make such property available to be used to operate
20 those programs which the board of supervisors determines will serve public purposes,
21 upon the terms and conditions determined by the board of supervisors to be in the best
22 interests of the County and the general public;

23 WHEREAS, Family Service Association ("FSA") is a California non-profit
24 corporation and provides a wide variety of public programs and services to the
25 community and desires a facility in the Jurupa Valley area;

26 WHEREAS, FSA will use the Property to serve as office space for a senior
27 nutrition and mobile fresh programs, which provide meals to the elderly and the
28 underserved in the community;

FORM APPROVED COUNTY COUNSEL
BY: THOMAS OH
6/16/18
DATE

1 WHEREAS, the Property is currently in need of repair, and FSA will be accepting
2 the property in its as-is condition and making the necessary investment to repair, utilize
3 and occupy this Property;

4 WHEREAS, the Property has been determined as not required for County
5 purposes, and the County desires to convey the Property to FSA;

6 WHEREAS, FSA and the County concur that it would be in both parties best
7 interest to convey the Property to FSA;

8 WHEREAS, the County and FSA will enter into that certain Transfer Agreement
9 whereby the County will convey the Property to FSA ("Transfer Agreement");

10 WHEREAS, the County has reviewed and determined that the proposed
11 conveyance of the Property is categorically exempt from the California Environmental
12 Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15301, Class 1,
13 Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption,
14 because the proposed project is the conveyance of real property involving the transfer
15 of title to the real property, and would not result in any direct physical environmental
16 impacts;

17 WHEREAS, the County owns certain personal property located at the Property
18 ("Personal Property"), as more particularly described in Exhibit "B", attached hereto and
19 incorporated herein by reference;

20 WHEREAS, under Government Code section 25372, the Riverside County Board
21 of Supervisors ("Board") may donate any personal property that the Board declares to
22 be surplus to any organization exempt from taxation pursuant to Section 501(c)(3) of the
23 Internal Revenue Code that is organized to provide health or human services, and may
24 impose on the donation any terms and conditions that it determines to be appropriate;

25 WHEREAS, FSA is an organization exempt from taxation pursuant to Section
26 501(c)(3) of the Internal Revenue Code that is organized to provide health or human
27 services; and
28

1 WHEREAS, the Personal Property has been determined to no longer be needed
2 for County use or purposes, and the County now desires to declare the Personal
3 Property as surplus;

4 WHEREAS, the County desires to donate the surplus Personal Property to FSA
5 pursuant to Government Code section 25372; and

6 WHEREAS, the County will execute that certain Bill of Sale whereby the County
7 will donate the Personal Property to FSA ("Bill of Sale"); now, therefore,

8 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors
9 of the County of Riverside ("Board"), in regular session assembled on or after June 19,
10 2018 at 9:00 a.m. or soon thereafter, in the meeting room of the Board of Supervisors
11 located on the 1st floor of the County Administrative Center, 4080 Lemon Street,
12 Riverside, California, based upon a review of the evidence and information presented
13 on the matter, as it relates to the conveyance of the Property, this Board:

14 1. Has determined that the proposed conveyance of the Property is
15 categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301,
16 Class 1, Existing Facilities Exemption and Section 15061(b)(3), "Common Sense"
17 Exemption, because the proposed project is the conveyance of real property involving
18 the transfer of title to the real property, and would not result in any direct or indirect
19 physical environmental impacts; and

20 2. Authorizes the conveyance to the Family Service Association of the
21 following described real property by Grant Deed and pursuant to the Transfer
22 Agreement: a certain fee simple interest in real property located in the City of Jurupa
23 Valley, County of Riverside, State of California identified with Assessor's Parcel
24 Number(s) 179-260-004, 179-260-023 and 179-260-024, more particularly described in
25 Exhibit "A", attached hereto and thereby made a part hereof.

1 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Personal
2 Property is no longer needed for County use or purposes and is hereby declared as
3 surplus personal property.

4 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Board
5 authorizes the donation to the Family Service Association of the Personal Property, more
6 particularly described in Exhibit "B", attached hereto and thereby made a part hereof.

7 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the
8 Chairman of the Board of Supervisors of the County of Riverside is authorized to execute
9 the Transfer Agreement.

10 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the
11 Chairman of the Board of Supervisors of the County of Riverside is authorized to execute
12 the Grant Deed to complete the conveyance of the Property.

13 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the
14 Chairman of the Board of Supervisors of the County of Riverside is authorized to execute
15 the Bill of Sale.

16 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the
17 Assistant County Executive Officer / Economic and Community Development (ECD), or
18 his designee, is authorized to execute any other documents to complete this transaction.

19 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Clerk of
20 the Board of Supervisors is directed to file the Notice of Exemption with the County Clerk
21 within five working days of Board approval.

22 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Clerk of
23 the Board of Supervisors has given notice hereof as provided in Section 6063 of the
24 Government Code.

25 ROLL CALL:

26 Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
27 Nays: None
28 Absent: None

The foregoing is certified to be a true copy of a
resolution duly adopted by said Board of Super-
visors on the date therein set forth.

KECIA HARPER, Clerk of said Board
Deputy

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Lots 15, 16, 44 and 45 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel No's: 179-260-004, 179-260-023, and 179-260-024

Exhibit "B"
Inventory List

<u>Description</u>	<u>Quantity</u>
Large Conference Table	1
Round Kitchen Table	1
Chairs	17
Cubicles	15
5 drawer filing cabinet	3
2 drawer filing cabinet	5
5 shelf filing cabinet	4
4 shelf filing cabinet	2
3 shelf filing cabinet	4
Camera Monitor TV	1

Recorded at request of and return to:

Family Service Association
21250 Box Springs Road,
Suite 212
Moreno Valley, CA 92557

FREE RECORDING

This instrument is for the benefit of
the County of Riverside and is
entitled to be recorded without fee.
(Govt. Code 6103)

CAO:ra/060518/305FM/19.883

(Space above this line reserved for Recorder's use)

PROJECT: FSA Transfer
APNs: 179-260-004, 179-260-023 and 179-260-024

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the County of Riverside, a political subdivision of the State of California ("Grantor") hereby grants to Family Service Association, a California non-profit corporation ("Grantee"), subject to the Conditions, Right of Re-Entry and Power of Termination described below, the real property ("Property") in the County of Riverside, State of California, as more particularly described in that certain legal description attached hereto as Exhibit "A" and incorporated herein by this reference, together with all appurtenant easements and access rights and other rights and privileges appurtenant to the land, and subject only to matters of records.

This conveyance by Grantor is made pursuant to the terms and conditions of the Transfer Agreement made between Grantor and Grantee on June 19, 2018 ("Transfer Agreement"), a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein, pursuant to which Grantee has agreed that it, and its assigns and successors-in-interest to the Property or any part thereof, shall use the Property solely for Public Services (as defined in the Transfer Agreement).

Subject to the following procedure, and for a period of ninety (90) months from the Effective Date of the Transfer Agreement ("Public Services Period"), Grantor shall have a right of reversion in the Property if it is not used in accordance with the Transfer Agreement as described above. Should Grantor determine during the Public Services Period that all or any portion of the Property is no longer being used solely for Public Services ("Non-Public Service Use"), as determined by the County in its sole discretion, then Grantor shall provide written notice to Grantee of such determination ("Determination Notice"), and Grantor shall have the right, but not the obligation, to retake ownership of the Property if Grantee does not cease the Non-Public Service Use within ninety (90) days of its receipt of the Determination Notice ("Cure Period"). If Grantee does not cease the Non-Public Service Use within the Cure Period, Grantor may exercise its right of reversion by sending a written notice of exercise ("Exercise

JUN 19 2018 3.12

Notice") to Grantee within thirty (30) days of the end of the Cure Period. Grantee shall then transfer the Property back to Grantor in its then current condition, as-is, within thirty (30) days of Grantee's receipt of the Exercise Notice. If Grantor does not send the Exercise Notice to Grantee within said thirty (30) day period, or if Grantor determines to waive its right of reversion within said thirty (30) day period, then the Grantee may continue its then current use of the Property.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the 19th day of June, 2018.

GRANTOR:

**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**

By: Chuck Washington
Chuck Washington, Chairman
Board of Supervisors

ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

By: Kecia Harper-Ihem
Deputy

FORM APPROVED COUNTY COUNSEL
BY: Thomas OH 6/16/18
THOMAS OH DATE

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Lots 15, 16, 44 and 45 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel No's: 179-260-004, 179-260-023, and 179-260-024

TRANSFER AGREEMENT
BY AND BETWEEN
COUNTY OF RIVERSIDE
AND FAMILY SERVICE ASSOCIATION

This TRANSFER AGREEMENT ("Agreement") is made and effective on June 19, 2018 ("Effective Date") by and between County of Riverside, a political subdivision of the State of California, ("County"), and Family Service Association, a California non-profit corporation ("FSA"). County and FSA may sometimes hereinafter collectively be referred to as the "Parties".

RECITALS

WHEREAS, the County is the owner of certain real property located in the City of Jurupa Valley, County of Riverside, State of California, consisting of approximately 0.58 acres of land, and improvements of a 4,094 square foot office building, commonly known as 5317 Mission Blvd, Jurupa Valley, CA 92509, ("Property"), currently with Assessor Parcel Number(s) 179-260-004, 179-260-023 and 179-260-024, more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein; and

WHEREAS, under California Government Code section 26227, the County is authorized to make available to nonprofit corporations or nonprofit associations any real property of the County that is not, and during the time of possession, will not be needed for County purposes, and to make such property available to be used to operate those programs which the board of supervisors determines will serve public purposes, upon the terms and conditions determined by the board of supervisors to be in the best interests of the County and the general public; and

WHEREAS, FSA provides a wide variety of public programs and services to the community and FSA desires a facility in the Jurupa Valley area; and

WHEREAS, FSA will use the building to serve as office space for a senior nutrition program and for a mobile fresh program. Both programs provide meals to the elderly and the underserved in the community; and

WHEREAS, this transfer is 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; and

WHEREAS, the County and FSA desire to enter into this Agreement to provide the terms and conditions for the conveyance of the Property; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

AGREEMENT

1. **Transfer of the Property.** Within thirty (30) days of full execution of this Agreement and for the consideration described herein, County shall convey and transfer to FSA the fee title to the Property substantially in the form of the Grant Deed, attached hereto as Exhibit "B" and by this reference incorporated herein. The transfer of Property shall be consummated pursuant to the terms and conditions of this Agreement.

2. **Valuation and Condition of the Property.** The Parties agree that the value of the Property is Four Hundred Thousand Dollars (\$400,000.00) as provided in the appraisal dated January 24, 2017. The Property is to be conveyed from the County to FSA for no cash consideration but for valuable consideration in FSA's promise and agreement to use the Property solely to provide Public Services as set forth herein. Said conveyance shall be subject to California Government Code section 26227. FSA acknowledges that the Property is being transferred in its "as-is" condition, as of the date of this Agreement, without warranty, and that County is not responsible for making corrections or repairs of any nature. FSA further acknowledges that County has made no representations or warranties regarding the Property, including, but not limited to:

(a) Property lines and boundaries;

(b) Square footage and lot size;

(c) Type, size, adequacy, capacity, and condition of sewer systems and components;

(d) Possible absence of required governmental permits, inspections, certificates, or other determinations affecting the Property;

(e) Limitations, restrictions, and requirements affecting the use of the Property, future development, zoning, building, and size;

(f) Governmental restrictions which may limit the amount of rent that can lawfully be charged and/or the maximum number of persons who can lawfully occupy the Property;

(g) Water and utility availability and use restrictions;

(h) Potential environmental hazards, including asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions;

(i) Neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, proximity to commercial, industrial, or agricultural activities, crime statistics, fire protection, other governmental services, existing and proposed transportation, construction, and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, or other nuisances, hazards, or circumstances;

(j) Geologic/seismic conditions, soil and terrain stability, suitability, and drainage; and

(k) Conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of FSA.

FSA represents and warrants to County that FSA and/or FSA's representatives and employees have made their own independent inspections, investigations, tests, surveys, and other studies of the Property and agrees to accept the Property in its "as-is" condition.

3. **Closing Date.** This transaction shall close when the Parties have timely performed their respective obligations within thirty (30) days following the full approval and execution of this Agreement ("Closing Date").

4. **FSA's Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of the County, the close of this transaction shall be conditioned upon the timely performance by FSA of all obligations required of FSA by the terms of this Agreement.

5. **County's Obligations and Conditions Precedent to Close of this Transaction.** For the benefit of FSA, the close of this transaction shall be conditioned upon the timely performance by County of all obligations required of County by the terms of this Agreement. County shall provide the following to FSA:

(a) A Grant Deed ("**Grant Deed**"), in the form attached to this Agreement as Exhibit "B," duly executed and acknowledged by County and in recordable form, conveying the Property to FSA; and

(b) A Transferor's Certificate of Non-Foreign Status ("**FIRPTA Certificate**").

6. **Mutual Obligations.** The terms and conditions herein are part of the consideration for, and material to, the transfer of this Property. The Parties shall be due the benefit of the consideration and rights created herein until such time full performance of the all the obligations are complete.

7. **Condition of Title.** At the time of recording, free and clear fee simple title to the Property will be conveyed to FSA by the County by Grant Deed, subject only to the following matters ("**Permitted Exceptions**");

(a) Matters of title respecting the Property approved or deemed approved by FSA in accordance with this Agreement; and

(b) Matters affecting the condition of title to the Property created by or with the written consent of FSA.

8. **Restriction of Use.** For a period of ninety (90) months from the Effective Date of this Agreement ("Public Services Period"), FSA covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any part thereof, that the Property shall be used solely for services that meet the social needs of the population of Riverside County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, and legal services, and the needs of physically, mentally and financially handicapped persons and aged persons ("Public Services"). In the event that the Property, or any part thereof, ceases to be used solely for Public Services during the Public Services Period, as determined by the County in its sole discretion, the Property shall revert back to the County of Riverside after notice to FSA with an opportunity to cure, unless County waives its right of reversion, as set forth herein. Should County determine during the Public Services Period that all or any portion of the Property is no longer being used solely for Public Services ("Non-Public Service Use"), then County shall provide written notice to FSA of such determination ("Determination Notice"), and County shall have the right, but not the obligation, to retake ownership of the Property if FSA does not cease the Non-Public Service Use within ninety (90) days of its receipt of the Determination Notice ("Cure Period"). If FSA does not cease the Non-Public Service Use within the Cure Period, County may exercise its right of reversion by sending a written notice of exercise ("Exercise Notice") to FSA within thirty (30) days of the end of the Cure Period. FSA shall then transfer the Property back to County in its then current condition, as-is, within thirty (30) days of FSA's receipt of the Exercise Notice. If the County does not send the Exercise Notice to FSA within said thirty (30) day period, or if the County determines to waive its right of reversion within said thirty (30) day period, then FSA may continue its then current use of the Property. This reversion clause and restriction of use shall expire ninety (90) months from the Effective Date of this Agreement.

9. **Right of First Refusal.** For a period of ninety (90) months from the Effective Date of this Agreement, FSA shall not sell the Property except in accordance with the provisions of this Agreement. In the event that FSA desires to dispose of the Property or any portion of it, or desires to significantly alter the intended use and purpose of the Property, FSA shall notify the County within thirty (30) days of the occurrence of any of the above described events and County shall have the first right on whether to have the Property transferred back from FSA or refuse such transfer. This right of first refusal shall expire after ninety (90) months from the Effective Date of this Agreement.

10. **Cooperation.** The Parties agree to cooperate with each other in the implementation of this Agreement and perform any and all acts necessary to carry out the intent of the transfer. Without limiting the foregoing, the Parties agree to provide

necessary approvals, and execute, acknowledge, and deliver any and all additional papers, documents and other assurances as may be necessary to carry out the intent of the Agreement. The Parties intend that execution and delivery of the Grant Deed by the County to the FSA will occur within the times described in Section 1 and after the Parties have performed all the necessary activities to proceed with the conveyance and have obtained authorization from its respective governing bodies.

11. **Notice.** Any notice to be given or other document(s) to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

If to the County:

County of Riverside
Attn: Vincent Yzaguirre
3403 10th Street, Suite 400
Riverside, CA 92501
Telephone: (951) 955-9011

If to the FSA:

Family Services Association
Attn: Dom Betro
21250 Box Springs Rd, Suite 212
Moreno Valley, CA 92557
Telephone: (951) 686-1096

Notices shall be effective on the earlier of actual delivery or two (2) days after they are mailed in accordance with this section.

12. **Conflict of Interest.** No member, official or employee of the County or FSA shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

13. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole interests and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

14. **Assignment.** This Agreement shall not be assigned by either Party, either in whole or in part, without the prior written consent of the non-assigning Party. Any assignment or purported assignment of this Agreement without the prior written consent of the non-assigning Party will be deemed void and of no force or effect.

15. **Governing Law and Jurisdiction.** The Parties agree that in the exercise of this Agreement, the Parties shall comply with all applicable federal, state, county and local laws, and regulations in connection with this transaction. The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive

all provisions of law providing for a change of venue in such proceedings to any other county.

16. **Paragraph Titles.** The paragraph titles of this Agreement are (i) inserted only for the convenience of the Parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions of the Agreement to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope or intent of this Agreement or in any way affect the agreement of the Parties set out in this Agreement.

17. **Ambiguities.** Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.

18. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties at the time of execution of this Agreement. This Agreement may only be modified or amended by the mutual consent of the Parties in writing.

19. **Authority to Execute.** The individuals executing this Agreement and the instruments referenced herein each represent and warrant that they have the legal power, right and actual authority to bind their respective Parties to the terms and conditions hereof and thereof.

20. **Counterparts.** The Parties may execute duplicate originals (counterparts) of the Agreement or any other documents that they are required to sign or furnish pursuant to the Agreement.

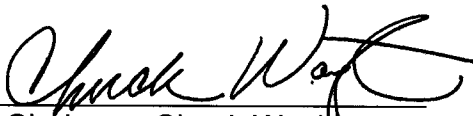
21. **Survival.** The rights and obligations created by this Agreement shall survive the consummation of transfer of the Property until full performance of the respective obligations under this Agreement have been performed by the parties.

[Signature Provisions on Following Page]

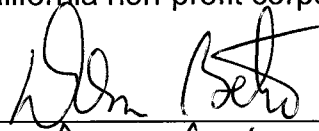
22. This Agreement will be null and void if not duly approved and executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first written above.

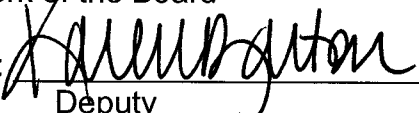
County:
County of Riverside, a political
subdivision of the State of California

By: 
Chairman Chuck Washington
Board of Supervisors

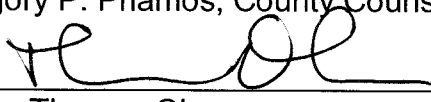
FSA:
Family Service Association,
a California non-profit corporation

By: 
Name: Don Betru
Its: CEU

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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

By: 
Thomas Oh
Deputy County Counsel

CAO:ra/060518/305FM/19.761

EXHIBIT "A"

All that certain real property situated in the County of Riverside, State of California, described as follows:

Lots 15, 16, 44 and 45 of Rubidoux Vista Tract, in the City of Jurupa Valley, County of Riverside, State of California, as shown by Map on file in Book 13, Page 27 of Maps, in the Office of the County Recorder of said County.

Assessor's Parcel No's: 179-260-004, 179-260-023, and 179-260-024

EXHIBIT "B"

Recorded at request of and return to:

Family Service Association
21250 Box Springs Road,
Suite 212
Moreno Valley, CA 92557

FREE RECORDING
This instrument is for the benefit of
the County of Riverside and is
entitled to be recorded without fee.
(Govt. Code 6103)

(Space above this line reserved for Recorder's use)

PROJECT: FSA Transfer
APNs: 179-260-004, 179-260-023 and 179-260-024

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the County of Riverside, a political subdivision of the State of California ("Grantor") hereby grants to Family Service Association, a California non-profit corporation ("Grantee"), subject to the Conditions, Right of Re-Entry and Power of Termination described below, the real property ("Property") in the County of Riverside, State of California, as more particularly described in that certain legal description attached hereto as Exhibit "A" and incorporated herein by this reference, together with all appurtenant easements and access rights and other rights and privileges appurtenant to the land, and subject only to matters of records.

This conveyance by Grantor is made pursuant to the terms and conditions of the Transfer Agreement made between Grantor and Grantee on _____ ("Transfer Agreement"), a copy of which is attached hereto as Exhibit "B" and by this reference incorporated herein, pursuant to which Grantee has agreed that it, and its assigns and successors-in-interest to the Property or any part thereof, shall use the Property solely for Public Services (as defined in the Transfer Agreement).

Subject to the following procedure, and for a period of ninety (90) months from the Effective Date of the Transfer Agreement ("Public Services Period"), Grantor shall have a right of reversion in the Property if it is not used in accordance with the Transfer Agreement as described above. Should Grantor determine during the Public Services Period that all or any portion of the Property is no longer being used solely for Public Services ("Non-Public Service Use"), as determined by the County in its sole discretion, then Grantor shall provide written notice to Grantee of such determination ("Determination Notice"), and Grantor shall have the right, but not the obligation, to retake ownership of the Property if Grantee does not cease the Non-Public Service Use within ninety (90) days of its receipt of the Determination Notice ("Cure Period"). If

Grantee does not cease the Non-Public Service Use within the Cure Period, Grantor may exercise its right of reversion by sending a written notice of exercise ("Exercise Notice") to Grantee within thirty (30) days of the end of the Cure Period. Grantee shall then transfer the Property back to Grantor in its then current condition, as-is, within thirty (30) days of Grantee's receipt of the Exercise Notice. If Grantor does not send the Exercise Notice to Grantee within said thirty (30) day period, or if Grantor determines to waive its right of reversion within said thirty (30) day period, then the Grantee may continue its then current use of the Property.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ____ day of _____, 2018.

GRANTOR:

**COUNTY OF RIVERSIDE, a political
subdivision of the State of California**

By: _____
Chuck Washington, Chairman
Board of Supervisors

ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

By: _____
Deputy

BILL OF SALE

THIS BILL OF SALE ("Bill of Sale") is executed as of June 19, 2018, by the County of Riverside ("County"), a political subdivision of the State of California, in favor of the Family Service Association ("FSA"), a California non-profit corporation.

RECITALS

WHEREAS, under Government Code section 25372, the Riverside County Board of Supervisors may donate any personal property that the board declares to be surplus to any organization exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code that is organized to provide health or human services, and may impose on the donation any terms and conditions that it determines to be appropriate;

WHEREAS, FSA is an organization exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code that is organized to provide health or human services;

WHEREAS, pursuant to the terms of that certain Transfer Agreement dated as of June 19, 2018 between the County and FSA ("Transfer Agreement"), County agreed to convey and transfer to FSA that certain real property improved with an office building, containing approximately 4,094 square feet located at 5317 Mission Blvd, Jurupa Valley, CA 92509, and legally described in the Exhibit "A" attached to the Transfer Agreement ("Property") for valuable consideration in the form of FSA's promise and agreement to use the Property solely to provide Public Services during the Public Services Period as set forth in the Transfer Agreement;

WHEREAS, the Riverside County Board of Supervisors has declared the personal property located at the Property, as more particularly described in Attachment No. 1 to this Bill of Sale and made a part hereof ("Personal Property"), to be surplus property; and

WHEREAS, pursuant to Government Code section 25372, the Riverside County Board of Supervisors desires to donate the Personal Property to FSA in conjunction with the conveyance of the Property to FSA as described above.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, County agrees as follows:

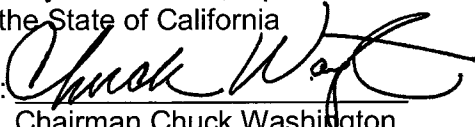
1. County hereby grants, donates, transfers and conveys to FSA all of County's rights, title and interest in and to the Personal Property. County makes no representations or warranties with respect to the Personal Property.

2. This Bill of Sale shall be governed and construed in accordance with the law of the State of California.

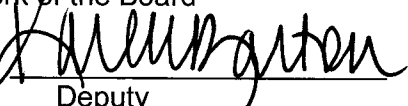
[signatures on following page]

IN WITNESS WHEREOF, County has executed this Bill of Sale as of the date first written above.

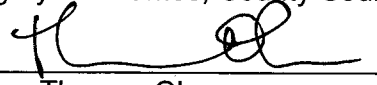
County:
County of Riverside, a political subdivision
of the State of California

By: 
Chairman Chuck Washington
Board of Supervisors

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

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

By: 
Thomas Oh
Deputy County Counsel

CAO:ra/060518/305FM/19.880

Attachment 1
Inventory List

<u>Description</u>	<u>Quantity</u>
Large Conference Table	1
Round Kitchen Table	1
Chairs	17
Cubicles	15
5 drawer filing cabinet	3
2 drawer filing cabinet	5
5 shelf filing cabinet	4
4 shelf filing cabinet	2
3 shelf filing cabinet	4
Camera Monitor TV	1



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

6/20/18
Date

YD
Initial

NOTICE OF EXEMPTION

May 23, 2018

Project Name: County of Riverside, Conveyance of Property in the City of Jurupa Valley to Family Services Association

Project Number: FM0417200305

Project Location: 5317 Mission Boulevard, west of Daly Avenue, Assessor's Parcel Numbers (APNs): 179-260-004, 179-260-023 and 179-260-024, City of Jurupa Valley, County of Riverside, California 92509 (See attached exhibit)

Description of Project: The County of Riverside (County) owns property consisting of 0.58 acres of land, which has a 4,094 square-foot office building at 5317 Mission Boulevard in the City of Jurupa Valley. The County intends to convey a Fee Simple Interest in Real Property to Family Service Association (FSA) by Grant Deed. FSA is a California non-profit corporation that provides a wide variety of public programs and services to the community and desires a facility in the Jurupa Valley area. FSA will use the Property to serve as office space for a senior nutrition program and for a mobile fresh program. These programs provide meals to the elderly and the underserved in the community. The Property is currently in need of repair, and FSA will be accepting the property in the current as-is condition and making the necessary investment to repair, utilize and occupy this Property.

Pursuant to California Government Code Section 26227, the County is authorized to make available to nonprofit corporations, or nonprofit associations, any real property of the County that is not and during the time of possession, will not be needed for County purposes, and to make such property available to be used to operate those programs which the Board of Supervisors determines will serve public purposes, upon the terms and conditions determined by the Board of Supervisors to be in the best interests of the County and the general public. The conveyance of the property and associated building does not require any construction activity, change in use, or any other condition that may lead to a direct or indirect physical environmental impact at this time. The transfer of ownership of the property and building from the County to FSA is the proposed Project under the California Environmental Quality Act (CEQA).

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, Family Service Association

Exempt Status: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; and 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 19 2018 3.12

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

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 involve unusual circumstances would 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. Although the building is in need of improvements, it is reasonably foreseeable that minor improvements to make the site functional and operational would fall under the minor improvements for Categorical Exemptions identified below. Any significant improvements to the land conveyed by the County to FSA would require additional discretionary actions and CEQA review which would provide the appropriate opportunity for environmental considerations to influence design and the characterization of effects would be more meaningful when there is adequate information associated with a specific development proposal. Any additional potential indirect effects of the conveyance of property beyond the minor improvements required to make the site functional are not reasonably foreseeable and not considered as part of the proposed discretionary action. Therefore, no direct or indirect changes to the existing land use or physical disruption to the property would occur as a result in the conveyance of property. No significant environmental impacts are anticipated to occur with the conveyance of property to FSA.

- **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 conveyance of real property from the County to FSA. At this point, it is reasonably foreseeable that the indirect effects of the property conveyance would be limited minor improvements to make the existing facility functional. These improvements would result in minor alterations which would not result in any change in use, and would not increase or expand the use of the site; 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:** Even if a determination is made that the amendment to the Plans is a project subject to CEQA, the Project is exempt pursuant to State CEQA Guidelines Section 15061(b)(3). 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 conveyance of property will not result in any direct or indirect physical environmental impacts. At this point, it is reasonably foreseeable that the property would undergo minor improvements to make the existing facility functional and would fall within the Common Sense Exemption, as these changes would be minor in nature and would not result in significant environmental effects. Any significant changes to the site or existing building would be subject to additional CEQA review which would provide the appropriate opportunity for environmental considerations to influence design and the characterization of effects would be more meaningful when there is adequate information associated with a specific development proposal. 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: 5/23/18

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Conveyance of Property in the City of Jurupa Valley to Family Services Association

Accounting String: 528500-47220-7200400000-FM0417200305

DATE: May 23, 2018

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: Craig Olsen, Senior Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: May 23, 2018

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 # FM0417200305**
Conveyance of Property in the City of Jurupa Valley to Family Services Association

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

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



ITEM
3.13
(ID # 6993)

MEETING DATE:
Tuesday, May 22, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Adoption of Resolution No. 2018-098, Notice of Intention to Convey Fee Simple Interest in Real Property in the City of Jurupa Valley to Family Service Association, District 2, [\$0] (Clerk to Post Notice of Intention) (Set for Public Meeting on or after June 19, 2018 @ 9:00 a.m.)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2018-098, Notice of Intention to Convey Fee Simple Interest in Real Property located in the City of Jurupa Valley, County of Riverside, Assessor's Parcel Numbers 179-260-004, 179-260-023 and 179-260-024 by Grant Deed to Family Service Association, a California non-profit corporation; and
2. Direct the Clerk of the Board to give notice as provided in Government Code Section 6063.

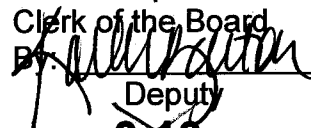
ACTION: Policy


Heidi Marshall, Managing Director 5/10/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and is set for public meeting on or after June 19, 2018 at 9:00 a.m. or as soon as possible thereafter.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: May 22, 2018
xc: EDA, COB

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy
3.13

3.12

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

FINANCIAL DATA	Current Fiscal Year	Next Fiscal Year	Total Cost	Original Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	2017/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Pursuant to California Government Code Section 26227, the County is authorized to make available to nonprofit corporations, or nonprofit associations, any real property of the County that is not and during the time of possession, will not be needed for County purposes, and to make such property available to be used to operate those programs which the Board of Supervisors determines will serve public purposes, upon the terms and conditions determined by the Board of Supervisors to be in the best interests of the County and the general public.

The County intends to convey a Fee Simple Interest in Real Property, consisting of 0.58 acres of land on which there is located a 4,094 square foot office building, commonly known as 5317 Mission Blvd, Jurupa Valley, CA 92509 ("Property"), Assessor Parcel Numbers 179-260-004, 179-260-023 and 179-260-024, to Family Service Association, a California non-profit corporation ("FSA") by Grant Deed.

FSA provides a wide variety of public programs and services to the community and desires a facility in the Jurupa Valley area. FSA will use the Property to serve as office space for a senior nutrition programs and for a mobile fresh program. These programs provide meals to the elderly and the underserved in the community. The Property is currently in need of repair, and FSA will be accepting the property in its as-is condition and making the necessary investment to repair, utilize and occupy this Property.

Resolution No. 2018-098 has been approved as to legal form by County Counsel.

Impact on Residents and Businesses

The transfer of this property will benefit the community by expanding necessary services for the residents and surrounding area. It will also create jobs for the community.

SUPPLEMENTAL:

Additional Fiscal Information

There are no costs associated with this Form 11.


Attachments:

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

- Aerial Map
- Resolution No. 2018-098

RF:HM:VY:CAO:ra 305FM 19.829 13842
MinuteTrak 6993


Rohini Basu, Principal Management Analyst 5/14/2018


Gregory V. Priamos, Director County Counsel 5/10/2018