

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



ITEM
3.6
(ID # 10143)

MEETING DATE:
Tuesday, July 2, 2019

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of Six (6) First Amendment to License and Operating Agreements respectively with Studio 395; The Grove Community Church; Janet Goeske Foundation; San Jacinto Mountain Community Center, Inc.; and Family Service Association at Various Community Centers ("First Amendment Agreements"), CEQA Exempt, Districts 1, 2, 3, and 5 [\$0] (Clerk to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find the First Amendment Agreements to be 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. Approve the First Amendment Agreements for the Community Centers listed in Attachment "1" and authorize the Chairman of the Board of Supervisors to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five working days.

ACTION:Policy

Robert Field, Assistant County Executive Officer/ECD


6/18/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Perez and Hewitt
Nays: None
Absent: Spiegel and Washington
Date: July 2, 2019
xc: EDA

Kecia R. Harper
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	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	2019/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On November 15, 2016, the Board of Supervisors approved Minute Order 3-38, the First Amendment to the Memorandum of Understanding (Amendment) between the Riverside County Economic Development Agency (EDA) and the Riverside County Regional Park and Open-Space District (District) for the transfer of responsibility, operations, and programming of community centers back to EDA oversight (Transfer). Included in the Transfer was the Community Centers listed in Attachment "1". 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. Following the selections, EDA entered into a License and Operating Agreements with each operator (Original Agreements).

EDA now proposes to update these agreements through these First Amendments to the Community Center Operating Agreements. This EDA update effort serves to refine and improve the Original Agreements and to formally address background checks and confidentiality with Community Center Operators. Background checks will explicitly be required for any and all employees and personnel at Community Centers. Also, Community Center Operator's will strive to protect the personal information of its clients.

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

Impact on Citizens and Businesses

These Community Centers provide improved efficiency, delivery of service and expand programs for the residents and surrounding areas of Riverside County. This Amendment to the Community Center Operating Agreements will benefit the residents that these Centers serve.

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

SUPPLEMENTAL:

Additional Fiscal Information

No net County cost will be incurred and no budget adjustment is necessary

Attachments:

- Aerials

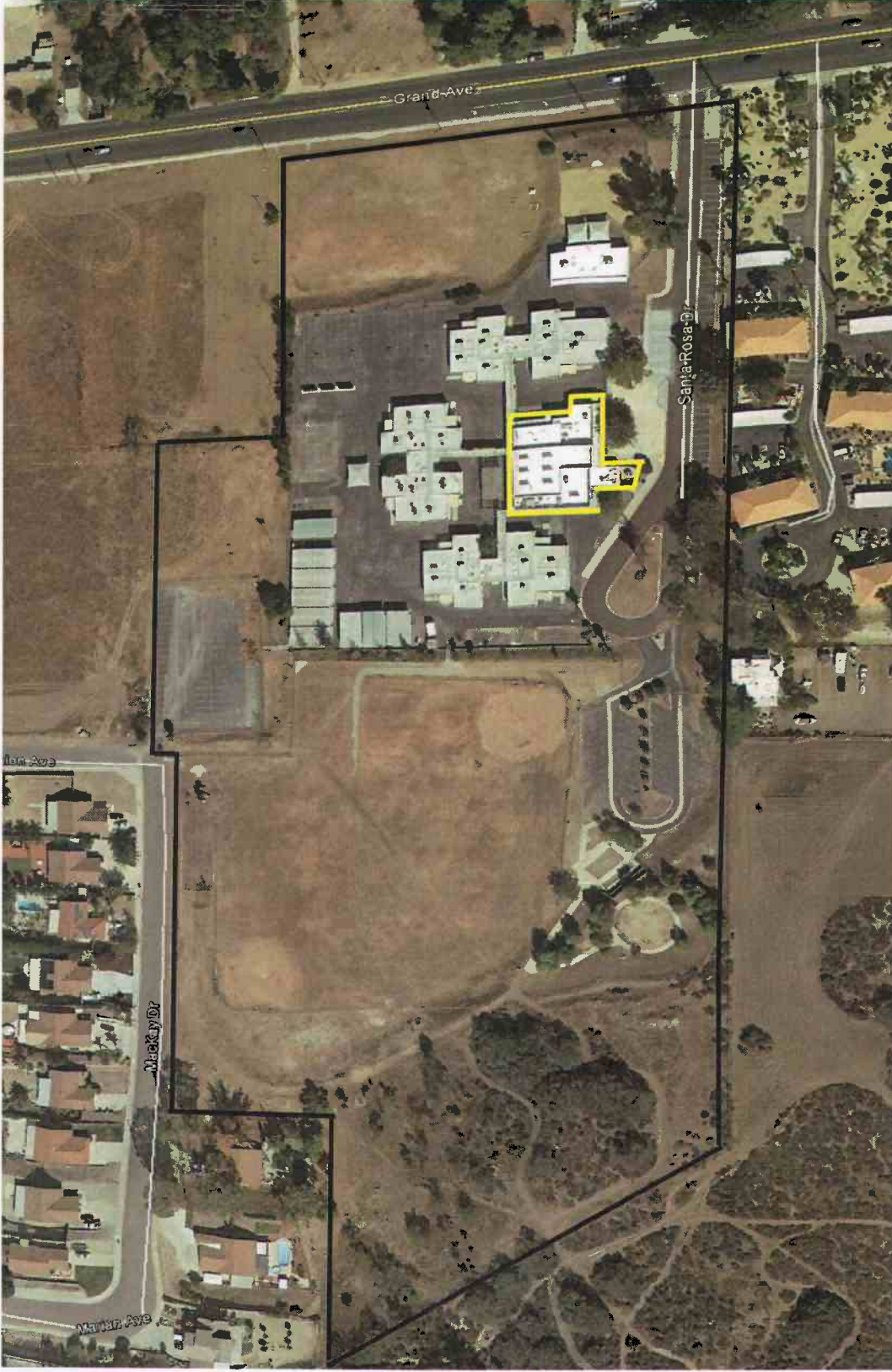
- First Amendment to the License and Operating Agreement (3)
 -Lakeland Village Community Center
- First Amendment to the License and Operating Agreement (3)
 -Moses-Schaffer Community Center
- First Amendment to the License and Operating Agreement (3)
 -Mead Valley Community Center
- First Amendment to the License and Operating Agreement (3)
 -Mead Valley Senior Center
- First Amendment to the Operating Agreement (3)
 -Idyllwild Community Center
- First Amendment to the Master License and Operating Agreement (3)
 -James A. Venable Community Center
 -Eddie Dee Smith Senior Center
 -Norton Younglove Community Center
- CEQA Notice of Exemption

RF:HM:VY:SG:CAO:jb 313FM 20.627
Minute Traq ID: 10143


Nehini Llanza, Principal Management Analyst 6/24/2019


Gregory L. Priamos, Director County Counsel 6/20/2019

Lakeland Village Community Center
16275 Grand Avenue, Lake Elsinore, CA 92530
Studio 395



APN: 381-300-004

Moses-Schaffer Community Center
21565 Steele Peak Drive, Perris, CA 92570
The Grove



APN: 343-220-034

Mead Valley Community Center
21091 Rider Street, Perris, CA 92570
The Grove



APN's: 318-210-050 and 318-210-070

Mead Valley Senior Center
21091 Rider Street, Perris, CA 92570
Janet Goeske Foundation



APN's: 318-210-050 and 318-210-070

Idyllwild Community Center
25925 Cedar St, Idyllwild, CA 92549
San Jacinto Mountain Community Center Inc.



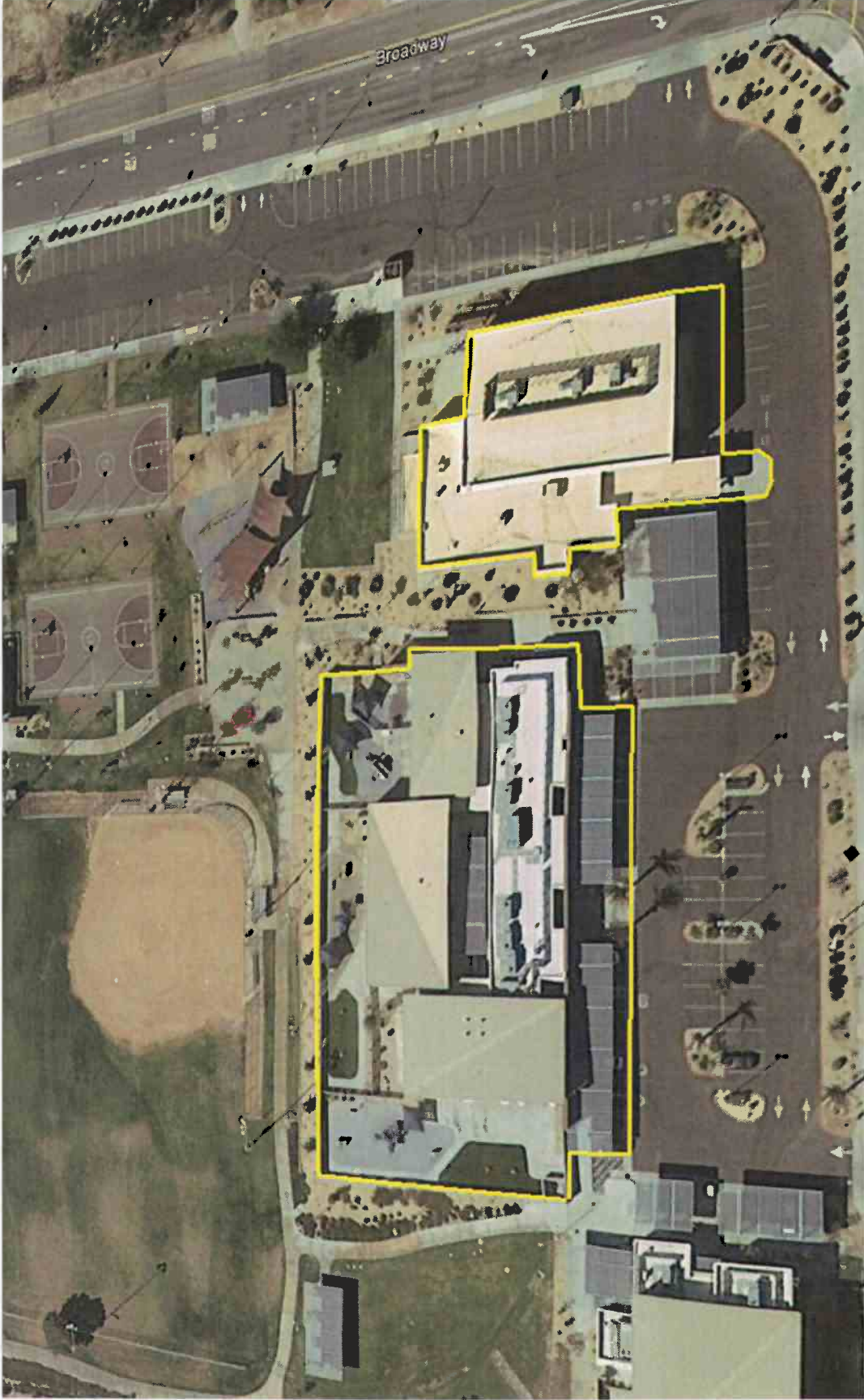
APN: 563-292-006

Eddie Dee Smith Senior Center
5888 Mission Boulevard, Riverside, CA 92509



APN's: 182-290-023
182-290-025

James A Venable Community Center
50390 Carmen Ave, Cabazon, CA 92230
Family Service Association



APN: 526-170-020

Norton Younglove Community Center
459 Center St, Riverside, CA 92507



APN: 255-080-041

1 **NOW THEREFORE**, for good and valuable consideration, the receipt and
2 adequacy of which is hereby acknowledged, the Parties agree to amend the Original
3 Agreement as follows:

4 **1. BACKGROUND CHECKS.** Section 5 of the Original Agreement is
5 hereby amended by adding the following subsection (b):

6 (b) **BACKGROUND CHECKS.** Operator shall conduct formal background
7 checks, to include either Live Scan or NCSI/SSCI, on each of its
8 officers, agents, employees, volunteers, subcontractors and
9 independent contractors engaged in providing community services or
10 programs under this Agreement, or services under Section 8 of this
11 Agreement, prior to the commencement of providing such services.
12 No officer, agent, employee, volunteer, subcontractor and
13 independent contractor of the Operator shall be eligible to perform
14 services or provide programs at the Center if he or she has not
15 passed a formal background check.

16 **2. CONFIDENTIALITY.** Section 5 of the Original Agreement is hereby
17 amended by adding the following subsection (c):

18 (c) **CONFIDENTIALITY.** Operator shall work to protect patrons of the
19 Center from unauthorized disclosure of names and any other
20 identifying information, including, but not limited to, addresses,
21 telephone numbers, e-mail addresses, or any information that is
22 linked to any individual patron of the Center, except for general
23 statistical information not specifically identifying any person. Operator
24 shall not use such information for any purpose other than carrying out
25 the Operator's obligations under this Agreement. For purposes of this
26 section 5(c), identity shall include, but not be limited to, name,
27 identifying number, symbol, or other identifying particulars assigned
28 to the individual, such as finger or voice print or a photograph.

1 **3. MISCELLANEOUS.** Except as amended or modified herein, all terms of
2 the Original Agreement shall remain in full force and effect. If any provisions of this
3 First Amendment shall be determined to be illegal or unenforceable, such
4 determination shall not affect any other provision of the Original Agreement. Unless
5 defined herein or the context requires otherwise, all capitalized terms herein shall have
6 the meaning defined in the Original Agreement, as heretofore amended. The
7 provisions of this First Amendment shall prevail over any inconsistency or conflicting
8 provisions of the Original Agreement, as heretofore amended, and shall supplement
9 the remaining provisions thereof. Time is of the essence in this First Amendment and
10 the Original Agreement and each and all of their respective provisions. Subject to the
11 provisions of the Original Agreement as to assignment, the agreements, conditions and
12 provisions herein contained shall apply to and bind the heirs, executors, administrators,
13 successors and assigns of the parties hereto.


14 **4. EFFECTIVE DATE.** This First Amendment shall not be binding or
15 consummated until its approval by the Riverside County Board of Supervisors and fully
16 executed by the Parties hereto.

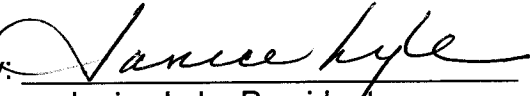
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IN WITNESS WHEREOF, the Parties have executed this First Amendment as of
the date first written above.

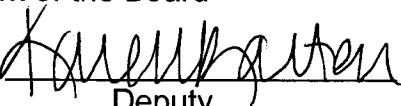
COUNTY:
COUNTY OF RIVERSIDE, a political
subdivision of the State of California

OPERATOR:
San Jacinto Mountain Community
Center Inc., DBA Idyllwild Community
Center, a California nonprofit corporation

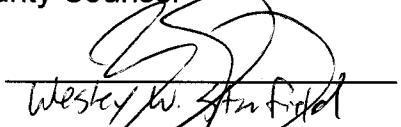
By: 
Kevin Jeffries, Chairman
Board of Supervisors

By: 
Janice Lyle, President

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Deputy County Counsel

CAO:mc/030719/ID012/20.399

1 **FIRST AMENDMENT TO THE LICENSE AND OPERATING AGREEMENT**

2 **MEAD VALLEY SENIOR CENTER**

3
4 This **FIRST AMENDMENT TO THE LICENSE AND OPERATING**
5 **AGREEMENT** ("First Amendment") is made as of July 2, 2019 by
6 and between the County of Riverside, a political subdivision of the State of California,
7 ("County"), and Janet Goeske Foundation, a non-profit 501 (c)(3) corporation
8 ("Operator"), sometimes collectively hereinafter referred to as the "Parties".

9 **RECITALS**

10 **A.** Operator and County entered into that certain License and Operating
11 Agreement dated June 6, 2017, (the "Original Agreement") pursuant to which Operator
12 has agreed to operate out of a community center known as the Mead Valley Senior
13 Center located in the Mead Valley area of Riverside County, California ("Center"), as
14 shown in the Exhibit "A" attached to the Original Agreement;

15 **B.** The County has the capability and authority to operate and provide
16 community programs in the Center whether directly or through a contract with a
17 qualified Operator and where such programs and services are in the vital and best
18 interest of the residents of Riverside County and the areas and community surrounding
19 the Center;

20 **C.** Operator provides a wide variety of senior community programs and
21 services to the residents of Mead Valley, and Operator desires to operate a facility to
22 provide such programs at the Center; and

23 **D.** The Parties desire to amend the Original Agreement by requiring the
24 Operator to perform background checks and to protect personal and sensitive
25 information from unauthorized disclosure for the benefit and safety of the patrons of the
26 Center.

1 **NOW THEREFORE**, for good and valuable consideration, the receipt and
2 adequacy of which is hereby acknowledged, the Parties agree to amend the Original
3 Agreement as follows:

4 **1. BACKGROUND CHECKS.** Section 7 of the Original Agreement is
5 hereby amended by adding the following subsection (c):

6 (c) **BACKGROUND CHECKS.** Operator shall conduct formal
7 background checks, to include either Live Scan or NCSI/SSCI, on
8 each of its officers, agents, employees, volunteers, subcontractors
9 and independent contractors engaged in providing community
10 services or programs under this Agreement, or services under
11 Section 10 of this Agreement, prior to the commencement of
12 providing such services. No officer, agent, employee, volunteer,
13 subcontractor and independent contractor of the Operator shall be
14 eligible to perform services or provide programs at the Center if he or
15 she has not passed a formal background check.

16 **2. CONFIDENTIALITY.** Section 7 of the Original Agreement is hereby
17 amended by adding the following subsection (d):

18 (d) **CONFIDENTIALITY.** Operator shall work to protect patrons of the
19 Center from unauthorized disclosure of names and any other
20 identifying information, including, but not limited to, addresses,
21 telephone numbers, e-mail addresses, or any information that is
22 linked to any individual patron of the Center, except for general
23 statistical information not specifically identifying any person. Operator
24 shall not use such information for any purpose other than carrying out
25 the Operator's obligations under this Agreement. For purposes of this
26 Section 7(d), identity shall include, but not be limited to, name,
27 identifying number, symbol, or other identifying particulars assigned
28 to the individual, such as finger or voice print or a photograph.

1 **3. MISCELLANEOUS.** Except as amended or modified herein, all terms of
2 the Original Agreement shall remain in full force and effect. If any provisions of this
3 First Amendment shall be determined to be illegal or unenforceable, such
4 determination shall not affect any other provision of the Original Agreement. Unless
5 defined herein or the context requires otherwise, all capitalized terms herein shall have
6 the meaning defined in the Original Agreement, as heretofore amended. The
7 provisions of this First Amendment shall prevail over any inconsistency or conflicting
8 provisions of the Original Agreement, as heretofore amended, and shall supplement
9 the remaining provisions thereof. Time is of the essence in this First Amendment and
10 the Original Agreement and each and all of their respective provisions. Subject to the
11 provisions of the Original Agreement as to assignment, the agreements, conditions and
12 provisions herein contained shall apply to and bind the heirs, executors, administrators,
13 successors and assigns of the parties hereto.


14 **4. EFFECTIVE DATE.** This First Amendment shall not be binding or
15 consummated until its approval by the Riverside County Board of Supervisors and fully
16 executed by the Parties hereto.

1 **IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of
2 the date first written above.

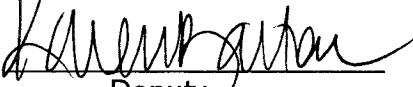
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4 COUNTY:
5 COUNTY OF RIVERSIDE, a political
6 subdivision of the State of California

OPERATOR:
Janet Goeske Foundation, a non-profit
501 (c)(3) corporation


7
8 By: 
9 Kevin Jeffries, Chairman
Board of Supervisors

By: 
Julio Figueroa, Chair
Janet Goeske Foundation

10
11 ATTEST:
12 Kecia R. Harper
13 Clerk of the Board

14 By: 
Deputy

15
16 APPROVED AS TO FORM:
17 Gregory P. Priamos
County Counsel

18 By: 
19 Deputy County Counsel
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26 CAO:jb/030719/314FM/20.455
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1 **NOW THEREFORE**, for good and valuable consideration, the receipt and
2 adequacy of which is hereby acknowledged, the Parties agree to amend the Original
3 Agreement as follows:

4 **1. BACKGROUND CHECKS.** Section 7 of the Original Agreement is
5 hereby amended by adding the following subsection (c):

6 (c) **BACKGROUND CHECKS.** Operator shall conduct formal
7 background checks, to include either Live Scan or NCSI/SSCI, on
8 each of its officers, agents, employees, volunteers, subcontractors
9 and independent contractors engaged in providing community
10 services or programs under this Agreement, or services under
11 Section 10 of this Agreement, prior to the commencement of
12 providing such services. No officer, agent, employee, volunteer,
13 subcontractor and independent contractor of the Operator shall be
14 eligible to perform services or provide programs at the Center if he or
15 she has not passed a formal background check.

16 **2. CONFIDENTIALITY.** Section 7 of the Original Agreement is hereby
17 amended by adding the following subsection (d):

18 (d) **CONFIDENTIALITY.** Operator shall work to protect patrons of the
19 Center from unauthorized disclosure of names and any other
20 identifying information, including, but not limited to, addresses,
21 telephone numbers, e-mail addresses, or any information that is
22 linked to any individual patron of the Center, except for general
23 statistical information not specifically identifying any person. Operator
24 shall not use such information for any purpose other than carrying out
25 the Operator's obligations under this Agreement. For purposes of this
26 Section 7(d), identity shall include, but not be limited to, name,
27 identifying number, symbol, or other identifying particulars assigned
28 to the individual, such as finger or voice print or a photograph.

1 **3. MISCELLANEOUS.** Except as amended or modified herein, all terms of
2 the Original Agreement shall remain in full force and effect. If any provisions of this
3 First Amendment shall be determined to be illegal or unenforceable, such
4 determination shall not affect any other provision of the Original Agreement. Unless
5 defined herein or the context requires otherwise, all capitalized terms herein shall have
6 the meaning defined in the Original Agreement, as heretofore amended. The
7 provisions of this First Amendment shall prevail over any inconsistency or conflicting
8 provisions of the Original Agreement, as heretofore amended, and shall supplement
9 the remaining provisions thereof. Time is of the essence in this First Amendment and
10 the Original Agreement and each and all of their respective provisions. Subject to the
11 provisions of the Original Agreement as to assignment, the agreements, conditions and
12 provisions herein contained shall apply to and bind the heirs, executors, administrators,
13 successors and assigns of the parties hereto.

14 **4. EFFECTIVE DATE.** This First Amendment shall not be binding or
15 consummated until its approval by the Riverside County Board of Supervisors and fully
16 executed by the Parties hereto.


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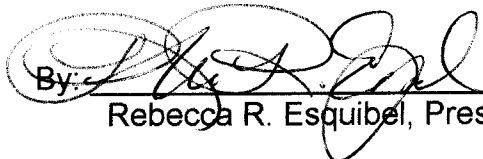
1 **IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of
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COUNTY:
COUNTY OF RIVERSIDE, a political
subdivision of the State of California

OPERATOR:
Studio 395 Foundation Inc
a non-profit 501 (c)(3) corporation

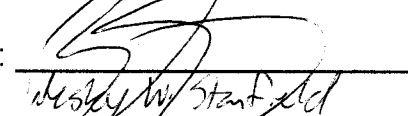
By: 
Kevin Jeffries, Chairman
Board of Supervisors

By: 
Rebecca R. Esquibel, President

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Deputy County Counsel

CAO:jb/030719/313FM/20.453

1 **FIRST AMENDMENT TO THE MASTER LICENSE AND OPERATING AGREEMENT**
2 **EDDIE DEE SMITH SENIOR CENTERS, 5888 MISSION BLVD., JURUPA VALLEY**
3 **JAMES A. VENABLE COMMUNITY CENTERS, 50390 CARMEN AVE., CABAZON**
4 **NORTON YOUNGLOVE COMMUNITY CENTERS, 459 CENTERS ST., RIVERSIDE**
5

6 This **FIRST AMENDMENT TO THE MASTER LICENSE AND OPERATING**
7 **AGREEMENT** ("First Amendment") is made as of July 2, 2019 by
8 and between the County of Riverside, a political subdivision of the State of California,
9 ("County"), and Family Service Association, Inc. a California nonprofit corporation
10 ("Operator"), sometimes collectively hereinafter referred to as the "Parties".

11 **RECITALS**

12 **A.** Operator and County entered into that certain Master License and
13 Operating Agreement dated May 9, 2017, (the "Original Agreement") pursuant to which
14 Operator has agreed to operate out of community centers located in Riverside County,
15 California, as listed in the Exhibit "A" attached to the Original Agreement ("Centers");

16 **B.** The County has the capability and authority to operate and provide
17 community programs in the Centers whether directly or through a contract with a
18 qualified Operator and where such programs and services are in the vital and best
19 interest of the residents of Riverside County and the areas and community surrounding
20 the Centers;

21 **C.** Operator provides a wide variety of community programs and services to
22 the residents of Riverside County, and Operator desires to operate a facility to provide
23 such programs at the Centers; and

24 **D.** The Parties desire to amend the Original Agreement by requiring the
25 Operator to perform background checks and to protect personal and sensitive
26 information from unauthorized disclosure for the benefit and safety of the patrons of the
27 Centers.
28

1 **NOW THEREFORE**, for good and valuable consideration, the receipt and
2 adequacy of which is hereby acknowledged, the Parties agree to amend the Original
3 Agreement as follows:

4 **1. BACKGROUND CHECKS.** Section 7 of the Original Agreement is
5 hereby amended by adding the following subsection (c):

6 (c) **BACKGROUND CHECKS.** Operator shall conduct formal
7 background checks, to include either Live Scan or NCSI/SSCI, on
8 each of its officers, agents, employees, volunteers, subcontractors
9 and independent contractors engaged in providing community
10 services or programs under this Agreement, or services under
11 Section 10 of this Agreement, prior to the commencement of
12 providing such services. No officer, agent, employee, volunteer,
13 subcontractor and independent contractor of the Operator shall be
14 eligible to perform services or provide programs at the Centers if he
15 or she has not passed a formal background check.

16 **2. CONFIDENTIALITY.** Section 7 of the Original Agreement is hereby
17 amended by adding the following subsection (d):

18 (d) **CONFIDENTIALITY.** Operator shall work to protect patrons of the
19 Centers from unauthorized disclosure of names and any other
20 identifying information, including, but not limited to, addresses,
21 telephone numbers, e-mail addresses, or any information that is
22 linked to any individual patron of the Centers, except for general
23 statistical information not specifically identifying any person. Operator
24 shall not use such information for any purpose other than carrying out
25 the Operator's obligations under this Agreement. For purposes of this
26 Section 7(d), identity shall include, but not be limited to, name,
27 identifying number, symbol, or other identifying particulars assigned
28 to the individual, such as finger or voice print or a photograph.


1 **3. MISCELLANEOUS.** Except as amended or modified herein, all terms of
2 the Original Agreement shall remain in full force and effect. If any provisions of this
3 First Amendment shall be determined to be illegal or unenforceable, such
4 determination shall not affect any other provision of the Original Agreement. Unless
5 defined herein or the context requires otherwise, all capitalized terms herein shall have
6 the meaning defined in the Original Agreement, as heretofore amended. The
7 provisions of this First Amendment shall prevail over any inconsistency or conflicting
8 provisions of the Original Agreement, as heretofore amended, and shall supplement
9 the remaining provisions thereof. Time is of the essence in this First Amendment and
10 the Original Agreement and each and all of their respective provisions. Subject to the
11 provisions of the Original Agreement as to assignment, the agreements, conditions and
12 provisions herein contained shall apply to and bind the heirs, executors, administrators,
13 successors and assigns of the parties hereto.


14 **4. EFFECTIVE DATE.** This First Amendment shall not be binding or
15 consummated until its approval by the Riverside County Board of Supervisors and fully
16 executed by the Parties hereto.

1 **IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of
2 the date first written above.

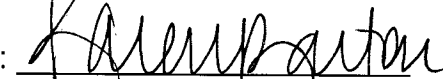
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4 COUNTY:
5 COUNTY OF RIVERSIDE, a political
6 subdivision of the State of California

OPERATOR:
Family Service Association, Inc
a California nonprofit corporation


7
8 By: 
9 Kevin Jeffries, Chairman
Board of Supervisors

By: 
Dan H. Hoxworth, President

10 ATTEST:
11 Kecia R. Harper
12 Clerk of the Board

13 By: 
14 Deputy

15 APPROVED AS TO FORM:
16 Gregory P. Priamos
17 County Counsel

18 By: 
19 Wesley W. Starfield
Deputy County Counsel

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26 CAO:jb/030819/310FM/20.457

1 **NOW THEREFORE**, for good and valuable consideration, the receipt and
2 adequacy of which is hereby acknowledged, the Parties agree to amend the Original
3 Agreement as follows:

4 **1. BACKGROUND CHECKS.** Section 7 of the Original Agreement is
5 hereby amended by adding the following subsection (c):

6 (c) **BACKGROUND CHECKS.** Operator shall conduct formal
7 background checks, to include either Live Scan or NCSI/SSCI, on
8 each of its officers, agents, employees, volunteers, subcontractors
9 and independent contractors engaged in providing community
10 services or programs under this Agreement, or services under
11 Section 10 of this Agreement, prior to the commencement of
12 providing such services. No officer, agent, employee, volunteer,
13 subcontractor and independent contractor of the Operator shall be
14 eligible to perform services or provide programs at the Center if he or
15 she has not passed a formal background check.

16 **2. CONFIDENTIALITY.** Section 7 of the Original Agreement is hereby
17 amended by adding the following subsection (d):

18 (d) **CONFIDENTIALITY.** Operator shall work to protect patrons of the
19 Center from unauthorized disclosure of names and any other
20 identifying information, including, but not limited to, addresses,
21 telephone numbers, e-mail addresses, or any information that is
22 linked to any individual patron of the Center, except for general
23 statistical information not specifically identifying any person. Operator
24 shall not use such information for any purpose other than carrying out
25 the Operator's obligations under this Agreement. For purposes of this
26 Section 7(d), identity shall include, but not be limited to, name,
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3. MISCELLANEOUS. Except as amended or modified herein, all terms of the Original Agreement shall remain in full force and effect. If any provisions of this First Amendment shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Original Agreement. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Original Agreement, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Original Agreement, as heretofore amended, and shall supplement the remaining provisions thereof. Time is of the essence in this First Amendment and the Original Agreement and each and all of their respective provisions. Subject to the provisions of the Original Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

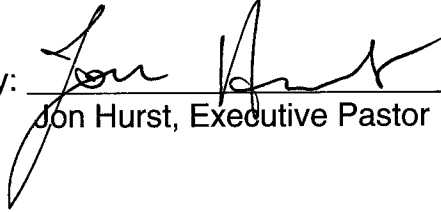
4. EFFECTIVE DATE. This First Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties hereto.

1 **IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of
2 the date first written above.

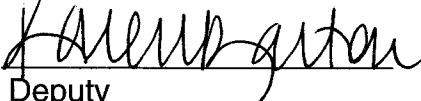
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4 COUNTY:
5 COUNTY OF RIVERSIDE, a political
6 subdivision of the State of California

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

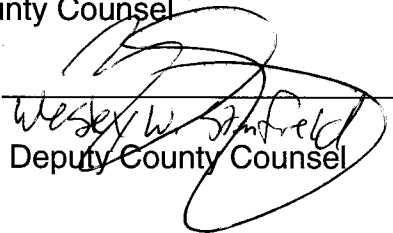
7
8 By: 
9 Kevin Jeffries, Chairman
Board of Supervisors

By: 
Jon Hurst, Executive Pastor

10
11 ATTEST:
12 Kecia R. Harper
13 Clerk of the Board

14 By: 
Deputy

15 APPROVED AS TO FORM:
16 Gregory P. Priamos
17 County Counsel

18 By: 
19 Deputy County Counsel

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26 CAO:jb/030719/315FM/20.456

1 **FIRST AMENDMENT TO THE LICENSE AND OPERATING AGREEMENT**
2 **MEAD VALLEY COMMUNITY CENTER**

3
4 This **FIRST AMENDMENT TO THE LICENSE AND OPERATING**
5 **AGREEMENT** ("First Amendment") is made as of July 2, 2019 by
6 and between the County of Riverside, a political subdivision of the State of California,
7 ("County"), and The Grove Community Church, a California nonprofit religious
8 corporation ("Operator"), sometimes collectively hereinafter referred to as the "Parties".

9 **RECITALS**

10 **A.** Operator and County entered into that certain License and Operating
11 Agreement dated June 6, 2017, (the "Original Agreement") pursuant to which Operator
12 has agreed to operate out of a community center known as the Mead Valley
13 Community Center located in the Mead Valley area of Riverside County, California
14 ("Center"), as shown in the Exhibit "A" attached to the Original Agreement;

15 **B.** The County has the capability and authority to operate and provide
16 community programs in the Center whether directly or through a contract with a
17 qualified Operator and where such programs and services are in the vital and best
18 interest of the residents of Riverside County and the areas and community surrounding
19 the Center;

20 **C.** Operator provides a wide variety of community programs and services to
21 the residents of Mead Valley, and Operator desires to operate a facility to provide such
22 programs at the Center; and

23 **D.** The Parties desire to amend the Original Agreement by requiring the
24 Operator to perform background checks and to protect personal and sensitive
25 information from unauthorized disclosure for the benefit and safety of the patrons of the
26 Center.

1 **NOW THEREFORE**, for good and valuable consideration, the receipt and
2 adequacy of which is hereby acknowledged, the Parties agree to amend the Original
3 Agreement as follows:

4 **1. BACKGROUND CHECKS.** Section 7 of the Original Agreement is
5 hereby amended by adding the following subsection (c):

6 (c) **BACKGROUND CHECKS.** Operator shall conduct formal
7 background checks, to include either Live Scan or NCSI/SSCI, on
8 each of its officers, agents, employees, volunteers, subcontractors
9 and independent contractors engaged in providing community
10 services or programs under this Agreement, or services under
11 Section 10 of this Agreement, prior to the commencement of
12 providing such services. No officer, agent, employee, volunteer,
13 subcontractor and independent contractor of the Operator shall be
14 eligible to perform services or provide programs at the Center if he or
15 she has not passed a formal background check.

16 **2. CONFIDENTIALITY.** Section 7 of the Original Agreement is hereby
17 amended by adding the following subsection (d):

18 (d) **CONFIDENTIALITY.** Operator shall work to protect patrons of the
19 Center from unauthorized disclosure of names and any other
20 identifying information, including, but not limited to, addresses,
21 telephone numbers, e-mail addresses, or any information that is
22 linked to any individual patron of the Center, except for general
23 statistical information not specifically identifying any person. Operator
24 shall not use such information for any purpose other than carrying out
25 the Operator's obligations under this Agreement. For purposes of this
26 Section 7(d), identity shall include, but not be limited to, name,
27 identifying number, symbol, or other identifying particulars assigned
28 to the individual, such as finger or voice print or a photograph.

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3. MISCELLANEOUS. Except as amended or modified herein, all terms of the Original Agreement shall remain in full force and effect. If any provisions of this First Amendment shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Original Agreement. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Original Agreement, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Original Agreement, as heretofore amended, and shall supplement the remaining provisions thereof. Time is of the essence in this First Amendment and the Original Agreement and each and all of their respective provisions. Subject to the provisions of the Original Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

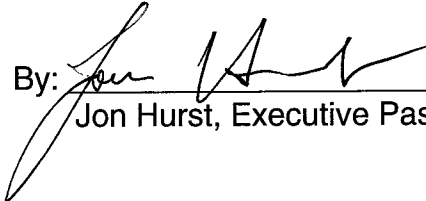
4. EFFECTIVE DATE. This First Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties hereto.

1 **IN WITNESS WHEREOF**, the Parties have executed this First Amendment as of
2 the date first written above.

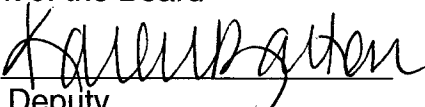
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4 COUNTY:
5 COUNTY OF RIVERSIDE, a political
6 subdivision of the State of California

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

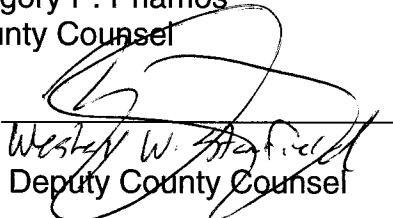
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17 County Counsel

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

7/3/19 Date

lb Initial

NOTICE OF EXEMPTION

June 3, 2019

Project Name: County of Riverside, Approval of First Amendment to the Operating Agreement, First Amendment to the License and Operating Agreements, and First Amendment to the Master License and Operating Agreement for the operations of County Community Centers, Riverside County

Project Number: FM0417200314

Project Locations: Eight Community Centers: Lakeland Village Community Center, 16275 Grand Avenue, Lake Elsinore; Mead Valley Senior Center, 21091 Rider Street, Perris; Moses-Schafer Community Center, 21565 Steele Peak Drive, Perris; Eddie Dee Smith Senior Center, 5888 Mission Boulevard, Riverside; Mead Valley Community Center, 21091 Rider Street, Perris; Cabazon Community Center, James A. Venable Community Center, 50390 Carmen Avenue, Cabazon; Norton Younglove Community Center, 459 Center Street, Riverside; Idyllwild Community Center, 25925 Cedar Street, Idyllwild; Assessor's Parcel Numbers (APNs) 343-220-034; 182-290-023, 182-290-025; 318-210-050; 318-210-070; 526-170-020; 255-080-041; 563-292-006; 381-300-004; (See Attached Exhibit)

Description of Project: On November 15, 2016 the Board of Supervisors approved Minute Order 3-38, the First Amendment to the Memorandum of Understanding (Amendment) between the Riverside County Economic Development Agency (EDA) and the Riverside County Regional Park and Open-Space District (District) for the transfer of responsibility, operations, and programming of community centers back to EDA oversight (Transfer). Included in the Transfer was the Community Centers listed above. As a result, the Real Estate Division/EDA 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. Following the selections, EDA entered into a License and Operating Agreements with each operator (Original Agreements). EDA proposes these First Amendments to the Operating Agreements in effort to refine the Original Agreements to address background checks and confidentiality.

The First Amendments to the Operating Agreements is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would involve the continuation of the letting of property involving existing facilities with no physical changes and no expansion would occur. The operation of the facilities will continue to provide services to the community and 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 Riverside County Regional Park and Open Space District

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.

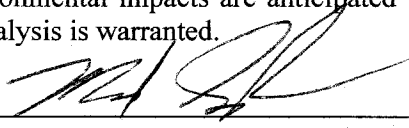
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- Administration, Aviation, Business Intelligence, Cultural Services, Community Services, Custodial, Housing, Housing Authority, Information Technology, Maintenance, Marketing, Economic Development, Edward-Dean Museum, Environmental Planning, Fair & National Date Festival, Foreign Trade, Graffiti Abatement, Parking, Project Management, Purchasing Group, Real Property, Redevelopment Agency, Workforce Development

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 would the project involve unusual circumstances which could have a potentially 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 First Amendments to the Operating Agreements.

- **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, are amendments to existing operating agreements that is limited to operational and management responsibilities. The transfer will not increase or expand the use of the sites, as no alterations to the existing sites are being considered; 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 First Amendments to the Operating Agreements are limited to contractual assignments that address background checks and confidentiality between the operators and EDA and will not result in any direct or indirect physical environmental impacts. The use and operation of the facilities will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts beyond the ongoing, existing use of the sites 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: 9/5/19

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: County of Riverside, Approval of First Amendment to the Operating Agreement, First Amendment to the License and Operating Agreements, and First Amendment to the Master License and Operating Agreement for the operations of County Community Centers, Riverside County

Accounting String: 524830-47220-7200400000- FM0417200314

DATE: June 5, 2019

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, Supervising Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



Date: June 5, 2019

To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: County of Riverside Economic Development Agency Project # FM0417200314
County of Riverside, Approval of First Amendment to the Operating Agreement, First Amendment to the License and Operating Agreements, and First Amendment to the Master License and Operating Agreement for the operations of County Community Centers, 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 or email at msullivan@rivco.org.

Attachment

cc: file