

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



**ITEM: 3.17  
(ID # 12378)**

**MEETING DATE:**

Tuesday, June 16, 2020

**FROM:** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of the Second Amendment to Operating Agreement for the Idyllwild Community Center (Second Amendment Agreement), between the County of Riverside and San Jacinto Community Center dba Idyllwild Community Center, District 3, CEQA Exempt, [\$540,000] Special Assessment Funds 100% (Clerk to file Notice of Exemption)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find the Second Amendment Agreement 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 Second Amendment Agreement for the Idyllwild Community Center 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

  
Rose Salgado, Director of Facilities Management 5/14/2020

  
Suzanne Holland, Director of EDA 5/18/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: June 16, 2020  
xc: FM-RE

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$	\$ 180,000	\$ 540,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Special Assessment Funds - 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2020/21 – 2022/23	

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

On April 11, 2017 the Board of Supervisors approved Minute Order 3.6, a Community Center Operating Agreement (Operating Agreement) by and between the County of Riverside and Idyllwild Community Center (ICC) for a term of approximately three years and expiring June 30, 2020.

During the term of the Agreement, ICC has signed a direct lease with the owner of the current Idyllwild Center location. The lease allows ICC to use the facility as a Community Center and obligates ICC to perform custodial services, pay utilities, and maintain the facility. Additionally, and through the Operating Agreement ICC shall be obligated to provide community center services which include youth, family and senior programs and as outlined and further described within the Agreement. The scope of those services will include recreational and park services, healthcare and food programs.

On July 2, 2019, the Board of Supervisors approved Minute Order 3.6, the First Amendment to the Operating Agreement (First Amendment Agreement). This First Amendment Agreement served to refine and improve the Operating Agreement and formally addressed background checks and confidentiality with all Community Center Operators.

Facilities Management-Real Estate (FM-RE) now proposes to update the Operating Agreement through this Second Amendment to the Operating Agreement (Second Amendment). This update effort serves to extend the Operating Agreement for an additional (3) three years and provide a flat annual reimbursement for services performed.

Pursuant to the California Environmental Quality Act (CEQA), the Operating Agreement was reviewed and determined to be categorically exempt from CEQA, under State CEQA 15301, Class 1, Existing Facilities Exemption; and Section 15061 (b)(3), common sense, general

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rule exemption, as it will not result in direct impacts to the physical environment or reasonably foreseeable indirect effects.

**Impact on Citizens and Businesses**

The continued transfer of the operational responsibilities of the Idyllwild Community Center to ICC will improve efficiency, delivery of service and expanded programs for the residents and surrounding areas of Idyllwild. Those efficiencies will benefit citizens, businesses, the County and the community as a whole.

**SUPPLEMENTAL:**


**Additional Fiscal Information**

During the term of this Agreement the County shall make available an allocation of funds to ICC which will offset operational and facility costs for providing these community services on behalf of the County. The allocation of funds will be in accordance with Exhibit A, attached hereto. Reimbursement will be provided in accordance with the terms of the Operating Agreement and ICC is expected to augment services and provide for efficient delivery of services to the community within their own budget and through fees, grants, donations and volunteers

Attachments:

- Aerial Image
- Second Amendment to the Operating Agreement (3)
- CEQA Notice of Exemption

CAO:ar/051420

  
Steven Atkeson 6/8/2020

  
Gregory J. Priamos, Director County Counsel 6/3/2020

County of Riverside  
Facilities Management  
3133 Mission Inn Avenue, Riverside, CA

FOR COUNTY CLERK USE ONLY

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

6/18/20  
Date

YAP  
Initial

## NOTICE OF EXEMPTION

May 7, 2020

**Project Name:** Second Amendment to Idyllwild Community Center Operating Agreement

**Project Number:** FM0417200311

**Project Location:** 25925 Cedar Street, south of North Circle Drive, Idyllwild, California, Assessor's Parcel Number (APN): 563-292-006

**Description of Project:** On November 15, 2016 the County of Riverside (County) Board of Supervisors approved Minute Order 3-9, the First Amendment to the Memorandum of Understanding (Amendment) between the Riverside County Economic Development Agency (EDA) and the Riverside County Regional Park and Open-Space District (District) for the transfer of responsibility, operations, and programing of community centers back to EDA oversight (Transfer). As a result, the Real Estate Division/EDA completed a Request for Proposal (RFP) process, for the purpose of identifying and selecting operators capable of providing expanded and efficient community center services.

Idyllwild Community Center (Center), which is currently operated out of the Idyllwild Town Hall located at 25925 Cedar Street, Idyllwild, CA 92549. On October 26, 2016 EDA advertised the Idyllwild Community Center RFP and invited all capable operators to submit proposals for review prior to November 15, 2016. Among those that submitted was San Jacinto Mountain Community Center doing business as Idyllwild Community Center, a 501(c)(3) corporation (ICC).

On April 11, 2017 the Board of Supervisors approve Minute Order 3.6, the Operating Agreement (Original Agreement) by and between the County of Riverside and ICC was for a term of approximately three and one half years, commencing on the effective date that both parties have signed the Agreement and expiring June 30, 2020. During the term of this Agreement, ICC is to provide for a direct lease with the owner of the current Center. The lease obligates ICC to perform custodial services, pay utilities, and maintain the facility. Additionally, ICC is obligated to provide community center services which include youth, family and senior programs and as outlined and further described within the Agreement. The scope of those services include recreational and park services, healthcare and food programs.

On July 2, 2019, the Board of Supervisors approved Minute Order 3.6, the First Amendment to the Operating Agreement (First Amendment Agreement). This First Amendment Agreement served to refine and improve the Original Agreement and to formally address background checks and confidentiality with the Center Operators. Background checks are explicitly be required for any and all employees and personnel at the Center.

Facilities Management-Real Estate Division (FM-RED) now proposes to update the Original Agreement and First Amendment Agreement through this Second Amendment Agreement to the Operating Agreement (Second Amendment). This FM-RED update effort serves to extend the Original Agreement for an additional three years. The Second Amendment is identified as the proposed project under the California Environmental Quality Act (CEQA). The extension of term of the Operating Agreement would not result in physical changes or an expansion of capacity. No additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** Riverside County

**Name of Person or Agency Carrying Out Project:** Riverside County Facilities Management

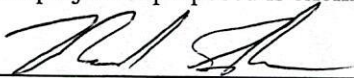
**Exempt Status:** State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**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 that could potentially have a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Second Amendment.

- **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 three-year extension of an Operating Agreement to operate and maintain the Idyllwild Community Center. The continued operation and maintenance would not result in any expansion of public services and facilities. Therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed extension of the Operating Agreement with ICC will not result in any direct or indirect physical environmental impacts. The extension of term will not result in changes to the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts to the existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management 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:** \_\_\_\_\_

5/7/20

Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Second Amendment to Idyllwild Community Center Operating Agreement**

**Accounting String: 524830-21830-7201200000 - FM0417200311**

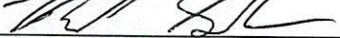
DATE: May 7, 2020

AGENCY: Riverside County Facilities Management

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, Facilities Management

Signature: 

PRESENTED BY: Craig Olsen, Supervising Real Property Agent, Facilities Management

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside  
Facilities Management  
3133 Mission Inn Avenue, Riverside, CA 92507

Date: May 7, 2020  
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk  
From: Mike Sullivan, Senior Environmental Planner, Facilities Management  
Subject: **County of Riverside Facilities Management Project # FM0417200311**  
Second Amendment to Idyllwild Community Center Operating Agreement

The Riverside County's Facilities Management'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 #2600**

**Attention: Mike Sullivan, Senior Environmental Planner,**

**Facilities Management,**

**3133 Mission Inn Avenue, Riverside, CA 92507**

**If you have any questions, please contact Mike Sullivan at 955-8009 or email at [msullivan@rivco.org](mailto:msullivan@rivco.org).**

Attachment

cc: file

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



APN: 563-292-006



1                   **SECOND AMENDMENT TO THE OPERATING AGREEMENT**  
2                    IDYLLWILD COMMUNITY CENTER.

3  
4           This **SECOND AMENDMENT TO THE OPERATING AGREEMENT** ("Second  
5 Amendment") is made as of    JUN 16 2020   , 2020 by and between the  
6 County of Riverside, a political subdivision of the State of California, ("County"), and  
7 San Jacinto Mountain Community Center Inc., DBA Idyllwild Community Center, a  
8 California nonprofit corporation ("Operator"), sometimes collectively hereinafter referred  
9 to as the "Parties".

10                                 **RECITALS**

11           **A.**     Operator and County entered into that certain Operating Agreement  
12 dated April 11, 2017, (the "Original Agreement") pursuant to which Operator has  
13 agreed to operate out of a community center known as Idyllwild Town Hall located in  
14 the Idyllwild area of Riverside County, California ("Center"), as shown in the Exhibit "A"  
15 attached to the Original Agreement.

16           **B.**     Operator and County entered into that certain First Amendment to  
17 Operating Agreement dated July 2, 2019, (the "First Amendment") pursuant to which  
18 Operator has agreed certain language pertaining to background checks and  
19 confidentiality.

20           **C.**     The County has the capability and authority to operate and provide  
21 community programs in the Center whether directly or through a contract with a  
22 qualified Operator and where such programs and services are in the vital and best  
23 interest of the residents of Riverside County and the areas and community surrounding  
24 the Center;

25           **D.**     Operator provides a wide variety of community programs and services to  
26 the residents of Idyllwild, and Operator desires to operate a facility to provide such  
27 programs at the Center; and

28           **E.**     The Parties desire to amend the Original Agreement by extending the

JUN 16 2020    3.17

1 term of the Operating Agreement for three (3) years at the same annual Fund amount.

2 F. The Original Agreement together with the First Amendment are collectively  
3 referred to herein as the "Agreement."

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

7 1. **TERM.** Section 2 of the Original Agreement shall be amended as  
8 follows: The term of this Agreement shall be extended for three (3) years commencing  
9 on July 1, 2020 and expiring June 30, 2023 ("Extended Term").

10 2. **OPERATION REIMBURSEMENT FUND.** Section 6 of the Original  
11 Agreement shall be amended as follows: Exhibit "D" shall be amended to reflect the  
12 schedule of the allocated funds for the Extended Term as attached hereto and by this  
13 reference incorporated herein.

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

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


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

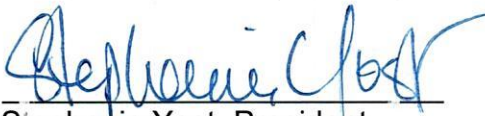
3  
4 COUNTY:

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

OPERATOR:

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

8  
9 By:   
10 V. Manuel Perez, Chairman  
Board of Supervisors

By:   
Stephanie Yost, President

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

14 By:   
15 Deputy

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

19 By:   
20 Deputy County Counsel  
21 

EXHIBIT "D"

SCHEDULE OF OPERATOR'S REIMBURSEMENT FUND  
FOR IDYLLWILD COMMUNITY CENTER

Fiscal Year	Dates	Funds Allocated
2016/2017 (Partial Year)	January 3, 2017 – June 30, 2017	\$90,000*
2017/2018	July 1, 2017 – June 30, 2018	\$180,000
2018/2019	July 1, 2018 – June 30, 2019	\$180,000
2019/2020	July 1, 2019 – June 30, 2020	\$180,000
2020/2021	July 1, 2020– June 30, 2021	\$180,000
2021/2022	July 1, 2021 – June 30, 2022	\$180,000
2022/2023	July 1, 2022 – June 30, 2023	\$180,000

\* Indicates that County will reimburse itself for any and all operating costs for the Center incurred between January 13, 2017 and March 30, 2017.