

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



ITEM: 3.18
(ID # 12377)

MEETING DATE:

Tuesday, June 16, 2020

FROM: FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of the Second Amendment to License and Operating Agreement (Second Amendment Agreement) with Studio 395 at the Lakeland Village Community Center, CEQA Exempt, Districts 1 [\$240,000] General 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 Lakeland Village 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

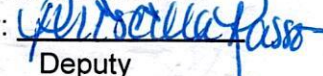

Rose Salgado, Director of Facilities Management 5/14/2020

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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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 80,000	\$ 240,000	\$ 0
NET COUNTY COST	\$ 0	\$ 80,000	\$ 240,000	\$ 0
SOURCE OF FUNDS: General Funds – 100%			Budget Adjustment: No	
			For Fiscal Year: 2020/21- 2022/23	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

On May 23, 2017, the Board of Supervisors approved Minute Order 3.24, the License and Operating Agreement by and between the County of Riverside (County) and Studio 395 for the Lakeland Village Community Center (Operating Agreement). The Operating Agreement was for a term of approximately three years expiring June 30, 2020. During the term of this Agreement, Studio 395 is obligated to provide community center services which include youth and senior programs and as outlined and further described within the Operating Agreement. The scope of those services will include community, recreational and park services, healthcare and food services and programs.

On July 2, 2019, the Board of Supervisors approved Minute Order 3.6, the First Amendment to the License and Operating Agreement (First Amendment Agreement). This First Amendment Agreement served to refine and improve the Operating Agreement and to formally address 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 Agreement. This update effort serves to extend the Original Agreement for an additional (3) three years and provides for a flat annual reimbursement to the Operator for community services performed.

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

The continued transfer of the operational responsibilities of the Lakeland Village Community Center provides improved efficiency, delivery of service and expanded programs for the

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

residents and surrounding areas of Lakeland Village. This Second Amendment will benefit the residents, businesses, the County and the Community as a whole.

Attachments:

- Aerial Image
- Second Amendment to the License and Operating Agreement (4)
- CEQA Notice of Exemption

CAO:ar/05112020


Steven Atkeson 6/8/2020


Gregory H. 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

UPP
Initial

NOTICE OF EXEMPTION

May 7, 2020

Project Name: Second Amendment to License and Operating Agreement at Lakeland Village Community Center

Project Number: FM0417200313

Project Location: 16275 Grand Avenue, west of Santa Rosa Drive, Lake Elsinore, California; Assessor's Parcel Number (APN): 381-300-004

Description of Project: Lakeland Village Community Center is located at 16275 Grand Avenue, Lake Elsinore (Community Center). On November 7, 2016 the County Economic Development Agency (EDA) advertised the Center through an RFP and invited all capable operators to submit proposals for review prior to December 1, 2016. Among those that submitted was Studio 395 Foundation Inc., a non-profit 501(c)(3) corporation (Studio 395).

On May 23, 2017, the Board of Supervisors approved Minute Order 3.24, the License and Operating Agreement by and between the County of Riverside (County) and Studio 395 for the Center (Original Agreement). The Original Agreement was be for a term of approximately three years, commencing on the effective date that both parties have signed the Agreement and expiring June 30, 2020. During the term of this Agreement, Studio 395 will be obligated to provide community center services which include youth and senior programs and as outlined and further described within the Original Agreement. The scope of those services will include community, 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 License and 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 Community Center Operators. Background checks will explicitly be required for any and all employees and personnel at the Community 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 License and Operating Agreement (Second Amendment). This FM-RED update effort serves to extend the Original Agreements for an additional three years. The Second Amendment is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the facility will continue to provide public services and will not result in an expansion of existing use. 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

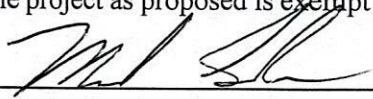
Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

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 a lease regarding an existing community center. The project will not require physical modifications to the existing site which would increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity; 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 Second Amendment to the Lease Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, 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 License and Operating Agreement at Lakeland Village Community Center

Accounting String: 524830-21830-7201200000 - FM0417200313

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 # FM0417200313**
Second Amendment to License and Operating Agreement at Lakeland Village
Community Center

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,

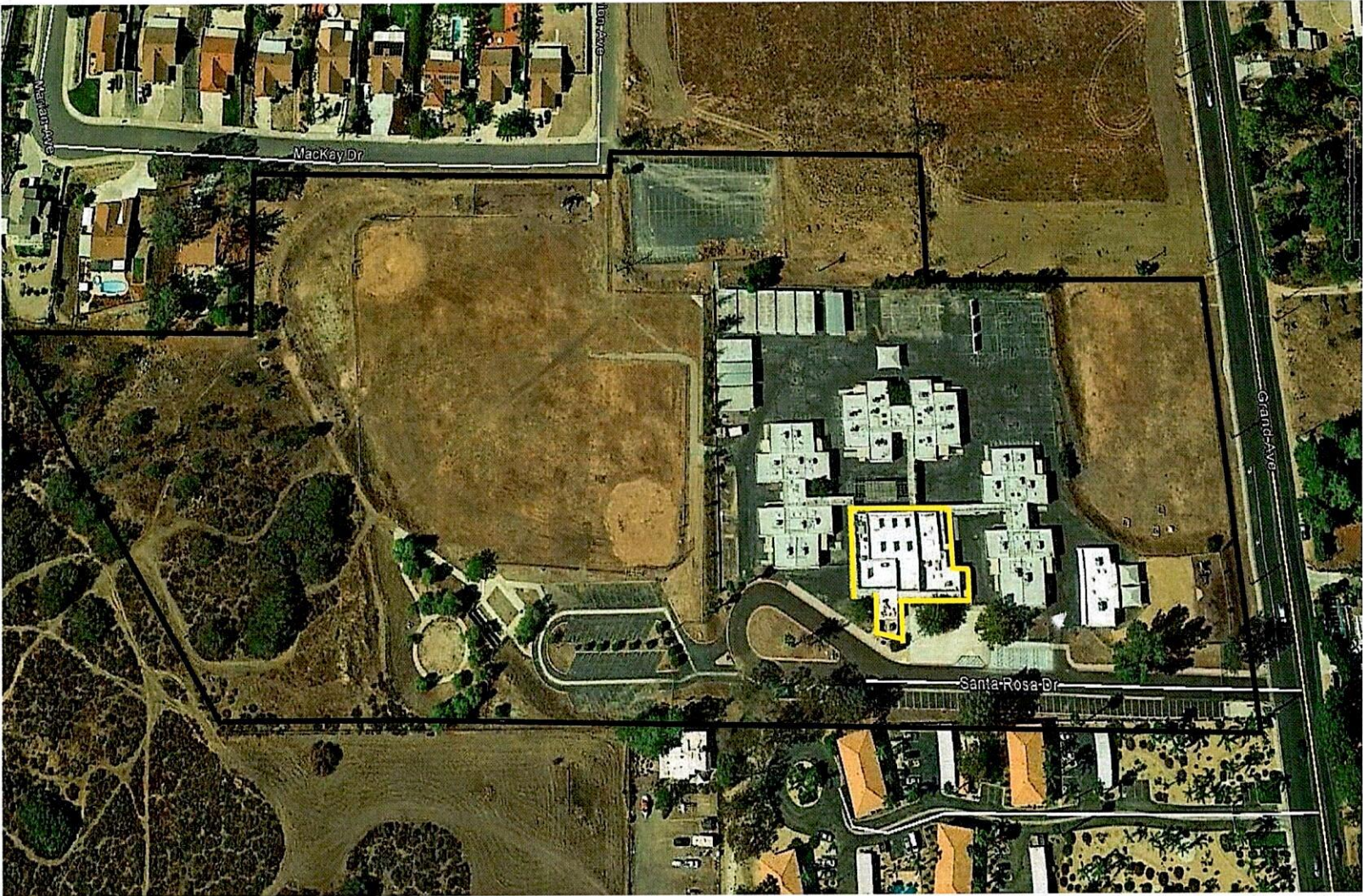
3133 Mission Inn Avenue, Riverside, CA 92507

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file

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



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

2 **LAKELAND VILLAGE COMMUNITY CENTER.**

3
4 This **SECOND AMENDMENT TO THE LICENSE AND OPERATING**
5 **AGREEMENT** ("Second Amendment") is made as of **JUN 16 2020** , 2020
6 by and between the County of Riverside, a political subdivision of the State of
7 California, ("County"), and Studio 395 Foundation Inc., a non-profit 501 (c)(3)
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 May 23, 2017, (the "Original Agreement") pursuant to which Operator
12 has agreed to operate out of a community center known as Lakeland Village
13 Community Center located in the Lakeland Village area of Riverside County, California
14 ("Center"), as shown in the Exhibit "A" attached to the Original Agreement;

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

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

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

27 **E.** The Parties desire to amend the Agreement, as hereinafter defined, by
28 extending the term of the Agreement for three (3) years at the same annual Fund

1 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 4 of the Agreement shall be amended as follows: The
8 term of this Agreement shall be extended for three (3) years commencing on July 1,
9 2020 and expiring June 30, 2023 ("Extended Term").

10 2. **OPERATION REIMBURSEMENT FUND.** Section 8 of the Agreement
11 shall be amended as follows: Exhibit "D" shall be deleted in its entirety and replaced
12 with Exhibit "D-1", attached hereto and by reference incorporated herein, to reflect the
13 schedule of the allocated funds for the Extended Term.

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.

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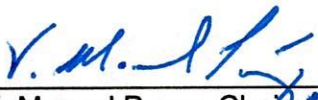
IN WITNESS WHEREOF, the Parties have executed this Second Amendment
as of the date first written above.


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: 
V. Manuel Perez, 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
Wesley W. Stanfield

CAO:dr/05062020/313FM/30.103

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EXHIBIT "D-1"
SCHEDULE OF OPERATOR'S REIMBURSEMENT FUND
FOR LAKELAND VILLAGE CENTER

Fiscal Year	Dates	Funds Allocated
2016/2017 (Partial Year)	January 13, 2017 – June 30, 2017	\$40,000*
2017/2018	July 1, 2017 – June 30, 2018	\$80,000
2018/2019	July 1, 2018 – June 30, 2019	\$80,000
2019/2020	July 1, 2019 – June 30, 2020	\$80,000
2020/2021	July 1, 2020– June 30, 2021	\$80,000
2021/2022	July 1, 2021 – June 30, 2022	\$80,000
2022/2023	July 1, 2022 – June 30, 2023	\$80,000

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