

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



ITEM: 3.15  
(ID # 12734)

**MEETING DATE:**

Tuesday, June 30, 2020

**FROM:** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of the Second Amendment to License and Operating Agreement (Second Amendment) with the Grove Community Church at the Moses Schaffer Community Center in the Community of Good Hope, CEQA Exempt, District 1 [\$270,000] General Fund 100% (Clerk to file Notice of Exemption)

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

1. Find the Second Amendment 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), "Common Sense" Exemption;
2. Approve the Second Amendment with Grove Community Church for the Moses Schaffer 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 (5) working days.

**ACTION:** Policy

  
Rose Salgado, Director of Facilities Management 6/18/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt 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 30, 2020  
xc: FM-RE

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<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>	\$ 0	\$ 90,000	\$ 270,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 90,000	\$ 270,000	\$ 0
<b>SOURCE OF FUNDS:</b> General Funds – 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2020/21- 2022/23	

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

**BACKGROUND:**

**Summary**

On May 23, 2017, the Board of Supervisors (Board) approved Minute Order 3.22, the License and Operating Agreement (Agreement) by and between the County of Riverside (County) and The Grove Community Church (The Grove) for the Moses Schaffer Community Center (Center) in the community of Good Hope. The Agreement was for a term of approximately three years expiring June 30, 2020. During the term of this Agreement, The Grove is obligated to provide community center services and programs as outlined and further described within the Agreement. The scope of those services will include community, recreational, healthcare and food service programs.

On July 2, 2019, the Board approved Minute Order 3.6, the First Amendment to the Agreement (First Amendment). This First Amendment served to refine and improve the 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 Agreement through this Second Amendment. This update effort serves to extend the original Agreement for an additional three (3) years and provides for an extended and flat annual reimbursement to the Operator for community services performed.

Pursuant to the California Environmental Quality Act (CEQA), the Second Amendment to the Agreement was reviewed and determined to be categorically exempt from State CEQA, under State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061 (b)(3), "common sense" 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 Center provides improved efficiency, delivery of service and expanded programs for the residents and surrounding areas of Mead Valley. This Second Amendment will benefit the residents, businesses, the County and the community as a whole.

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

Attachments:

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

CAO:dr/06102020/314FM/30.187

  
Steven Atkeson 6/22/2020

  
Gregory V. Priamos, Director County Counsel 6/18/2020

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.

7/1/20  
Date

PP  
Initial

**NOTICE OF EXEMPTION**

June 10, 2020

**Project Name:** Moses-Schaffer Community Center 2nd Amendment to License and Operating Agreement

**Project Number:** FM0417200315

**Project Location:** 21565 Steele Peak Drive, west of Spring Street, Perris, California 92570, Assessor's Parcel Numbers (APNs): 343-220-034, 343-220-033

**Description of Project:** On May 23, 2017, the Board of Supervisors approved Minute Order 3.22, the License and Operating Agreement by and between the County of Riverside (County) and The Grove Community Church for the Moses Schaffer Community Center in the community of Good Hope (Operating Agreement). The Operating Agreement was for a term of approximately three years expiring June 30, 2020. During the term of this Agreement, The Grove Community Church is obligated to provide community center services which include youth 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 a Second Amendment Agreement. This update effort serves to extend the Original Agreement for an additional three years and provides for a flat annual reimbursement to the Operator for community services performed. The Second Amendment to the License and Operating Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the facilities 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.

JUN 30 2020 3.15

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

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

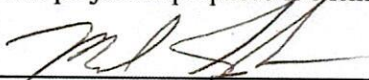
**Exempt Status:** State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**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 extension of term under the Second Amendment to the License and Operating Agreement.

- **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 extension of term under the Second Amendment to the License and Operating Agreement is an administrative function and would not result in any direct or indirect physical environmental impacts. 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:** \_\_\_\_\_

5/10/20

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

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Moses Schafer-Good Hope Community Center 2<sup>nd</sup> Amendment to License and Operating Agreement**

**Accounting String: 528500-100000000000-7201300000 - FM0417200315**

DATE: June 10, 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: June 10, 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 # FM0417200315**  
Moses Schafer-Good Hope Community Center 2nd Amendment to License and  
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





1 the License and Operating Agreement for three (3) years at the same annual Operator  
2 Reimbursement Fund amount; to revise the areas of the Property that the Operator is  
3 responsible to maintain and which excludes the park area; the County to assume  
4 responsibility of the utilities; and reduce the termination notice from 180 days to 90  
5 days.

6 F. The Original Agreement together with the First Amendment and Second  
7 Amendment are collectively referred to herein as the "Agreement."

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

11 **1. TERM.** Section 4 of the Original Agreement shall be amended as  
12 follows: The term of this Agreement shall be extended for three (3) years commencing  
13 on July 1, 2020 and expiring June 30, 2023 ("Extended Term").

14 **2. DESCRIPTION.** The description of the Property and Center in the  
15 Original Agreement shall be amended by the following: The reference to Exhibit "A." is  
16 hereby deleted and replaced with Exhibit "A-1", attached hereto and by this reference  
17 incorporate herein.

18 **3. OPERATOR REIMBURSEMENT FUND.** Section 8 of the Original  
19 Agreement shall be amended as follows: Exhibit "D" shall be replaced with Exhibit "D-  
20 1", attached hereto and by reference incorporated herein, to reflect the schedule of the  
21 not to exceed Allocation of Funds by the County for the Extended Term, commencing  
22 and retroactive to July 1, 2020.

23 **4. UTILITIES.** Section 11 of the Original Agreement shall be amended to  
24 include the following language: "During the extended term of this Agreement, County  
25 agrees to pay, or cause to be paid for any and all utilities used upon the Property  
26 including electric, water, gas, sewer, phone, refuse collection, security and/or fire alarm  
27 monitoring."  
28

1           **5. MAINTENANCE RIGHTS AND RESPONSIBILITY.** Section 13 of the  
2 Agreement shall be amended as follows: The reference to the “outdoor park and  
3 recreational areas” shall be removed, as the Operator is no longer responsible for  
4 these areas.

5           **6. TERMINATION.** Section 22 of the Agreement shall be amended as  
6 follows:

7           a) Section 22 (a) (2) shall be deleted in its entirety and replaced with the  
8 following: “County may terminate this Agreement at any time and for  
9 any reason by giving ninety (90) days prior written notice to Operator.”

10          b) Section 22 (b) (1) shall be deleted in its entirety and replace with the  
11 following: “Operator may terminate this Agreement at any time and for  
12 any reason by giving written notice to County at least ninety (90) days  
13 prior to the effective date of such termination. Upon such termination,  
14 Operator must surrender the Property and all improvements and  
15 equipment in good and clean condition.”

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


28

1           **8. EFFECTIVE DATE.** This Second Amendment shall not be binding or  
2 consummated until its approval by the Riverside County Board of Supervisors and fully  
3 executed by the Parties hereto.

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


6  
7 COUNTY:

8  
9 COUNTY OF RIVERSIDE, a political  
10 subdivision of the State of California

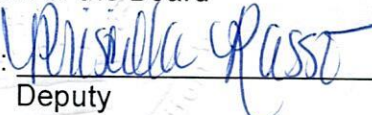
11 By:   
12 V. Manuel Perez, Chairman  
13 Board of Supervisors

OPERATOR:

The Grove Community Church, a  
California nonprofit religious corporation

14  
15 By:   
16 Jon Hurst, Executive Pastor

17  
18 ATTEST:  
19 Kecia R. Harper  
20 Clerk of the Board

21 By:   
22 Deputy

23  
24 APPROVED AS TO FORM:  
25 Gregory P. Priamos  
26 County Counsel

27 By:   
28 Deputy County Counsel

EXHIBIT "A-1"



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EXHIBIT "D-1"  
 SCHEDULE OF OPERATOR'S REIMBURSEMENT FUND  
 FOR MOSES-SCHAFFER COMMUNITY CENTER

Fiscal Year	Dates	Funds Allocated
2016/2017 (Partial Year)	January 13, 2017 – June 30, 2017	\$45,000*
2017/2018	July 1, 2017 – June 30, 2018	\$90,000
2018/2019	July 1, 2018 – June 30, 2019	\$90,000
2019/2020	July 1, 2019 – June 30, 2020	\$90,000
2020/2021	July 1, 2020– June 30, 2021	\$90,000
2021/2022	July 1, 2021 – June 30, 2022	\$90,000
2022/2023	July 1, 2022 – June 30, 2023	\$90,000

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