

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



ITEM: 3.16
(ID # 12849)

MEETING DATE:
Tuesday, June 30, 2020

FROM: FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of the Second Amendment to the Master License and Operating Agreement (Second Amendment) for Norton Younglove Community Center and James A. Venable Community Center / Cabazon Child Development Center, between the County of Riverside and Family Services Association, Districts 2, and 5, CEQA Exempt, [\$765,000] 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 for the Norton Younglove Community Center and James Venable Community Center / Cabazon Child Development 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.

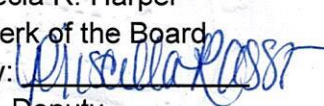
ACTION: Policy


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

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

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 255,000	\$ 765,000	\$ 0
NET COUNTY COST	\$ 0	\$ 255,000	\$ 765,000	\$ 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 9, 2017, the Board of Supervisors approved Minute Order 3.10, the Master License and Operating Agreement by and between the County of Riverside (County) and Family Service Association (FSA) for operations of the Norton Younglove Community Center, James A. Venable Community Center / Cabazon Child Development Center and Eddie Dee Smith Senior Center (Agreement). The Agreement was for a term of approximately three years expiring June 30, 2020. During the term of this Agreement, FSA is required to provide community center services which include youth, adult and senior programs and as outlined and further described within the Agreement. The scope of those services will include community, recreational, healthcare, child development and food programs.

On July 2, 2019, the Board of Supervisors approved Minute Order 3.6, the First Amendment to the Agreement. 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 Agreement for an additional three (3) years and provides for a flat annual reimbursement to the Operator for community services performed. The County of Riverside is also transferring the Eddie Dee Smith Senior Center to the City of Jurupa Valley on June 30, 2020 and is therefore removing this facility from the Agreement and through this Second Amendment.

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 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 Norton Younglove Community Center, James Venable Community Center / Cabazon Child Development Center provides


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improved efficiency, delivery of service and expanded programs for the residents and families in these regions of the County. This Second Amendment will benefit the residents, businesses, the County and the Community as a whole.

Attachments:

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

CAO:dr/061920/310FM/30.138


Steven Atkeson 6/22/2020


Gregory H. Priamos, Director County Counsel 6/19/2020

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

YRP
Initial

NOTICE OF EXEMPTION

June 11, 2020

Project Name: Norton Younglove Community Center and James Venable Community Center / Cabazon Child Development Center 2nd Amendment to License and Operating Agreement

Project Number: FM0417200312

Project Location: James Venable Community Center and Child Development, 50391 Carmen Avenue, Cabazon; Norton Younglove Community Center, 459 Center Street, Riverside; Assessor's Parcel Numbers (APNs) 182-290-023, 182-290-025; 526-170-020; 255-080-041

Description of Project: On May 9, 2017, the Board of Supervisors approved Minute Order 3.10, the Master License and Operating Agreement by and between the County of Riverside (County) and Family Service Association (FSA) for the Norton Younglove Community Center and James Venable Community Center / Cabazon Child Development Center (Operating Agreement). The Operating Agreement was for a term of three years expiring June 30, 2020. During the term of this Agreement, FSA 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, child development 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 three years and provides for a flat annual reimbursement to the Operator for community services performed. The County of Riverside is transferring the Eddie Dee Smith Senior Center to the City of Jurupa Valley on June 30, 2020 and is therefore removed from the Second Amendment. 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.

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Name of Public Agency Approving Project: Riverside County

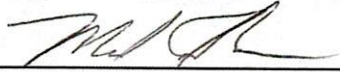
Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

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:** 6/11/20

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: FSA Community Centers 2nd Amendment to License and Operating Agreement

Accounting String: 528500-100000000000-7201300000 - FM0417200312

DATE: June 11, 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 11, 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 # FM0417200312**
FSA Community Centers 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.

Attachment

cc: file

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

3 JAMES A. VENABLE COMMUNITY CENTER, 50390 CARMEN AVE., CABAZON
4 NORTON YOUNGLOVE COMMUNITY CENTER, 459 CENTERS ST., RIVERSIDE
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7 This **SECOND AMENDMENT TO THE MASTER LICENSE AND OPERATING**
8 **AGREEMENT** ("Second Amendment") is made as of June 30, 2020
9 by and between the County of Riverside, a political subdivision of the State of
10 California, ("County"), and Family Service Association, Inc. a California nonprofit
11 corporation ("Operator"), sometimes collectively hereinafter referred to as the "Parties".

12 **RECITALS**

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

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

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

26 **D.** Operator provides a wide variety of community programs and services to
27 the residents of Riverside County, and Operator desires to operate a facility to provide
28 such programs at the Centers;

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1 **E.** The County of Riverside is not extending the contract with the Eddie Dee
2 Smith Senior Center and will let it expire. Eddie Dee Smith Senior Center shall be
3 removed from this Second Amendment.

4 **F.** The Parties desire to amend the Agreement, as hereinafter defined, by
5 extending the term of the Agreement for three (3) years at the same annual Fund
6 amount.

7 **G.** The Original Agreement together with the First Amendment and Second
8 Amendment are collectively referred to herein as the "Agreement."

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

11 **1. DESCRIPTION OF PROPERTY:** Section 3 of the Original Agreement
12 shall be amended as follows: Any and all reference to the Eddie Dee Smith Senior
13 Center throughout the Agreement shall be deleted and removed from the Second
14 Amendment.

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

18 **3. OPERATION REIMBURSEMENT FUND.** Section 8 of the Agreement
19 shall be amended as follows: Exhibit "D" shall be deleted in its entirety and replaced
20 with Exhibit "D-1", attached hereto and by reference incorporated herein, to reflect the
21 schedule of the allocated funds for the Extended Term. All other language in Section 8
22 of the Original Agreement shall remain in full force and effect.

23 **4. MISCELLANEOUS.** Except as amended or modified herein, all terms of
24 the Agreement shall remain in full force and effect. If any provisions of this Second
25 Amendment shall be determined to be illegal or unenforceable, such determination
26 shall not affect any other provision of the Agreement. Unless defined herein or the
27 context requires otherwise, all capitalized terms herein shall have the meaning defined
28 in the Agreement, as heretofore amended. The provisions of this Second Amendment

1 shall prevail over any inconsistency or conflicting provisions of the Agreement, as
2 heretofore amended, and shall supplement the remaining provisions thereof. Time is
3 of the essence in this Second Amendment and the Agreement and each and all of their
4 respective provisions. Subject to the provisions of the Agreement as to assignment,
5 the agreements, conditions and provisions herein contained shall apply to and bind the
6 heirs, executors, administrators, successors and assigns of the parties hereto.

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

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

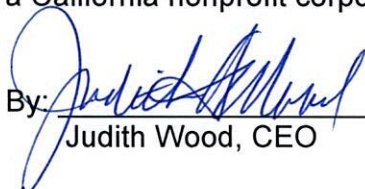
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4 COUNTY:

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

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

OPERATOR:

Family Service Association, Inc.
a California nonprofit corporation

By: 
Judith Wood, CEO

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

15 By: 
16 Deputy

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

20 By: 
21 Deputy County Counsel
22 Wesley W. Stanfield

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27 CAO:ar/061520/310FM/30.138

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EXHIBIT "D-1"

SCHEDULE OF OPERATOR'S REIMBURSEMENT FUND

Highgrove (Norton Younglove Community Center) Reimbursement Schedule:

Fiscal Year	Dates	Funds Allocated
2016/2017 (Partial Year)	January 3, 2017 – June 30, 2017	\$62,500*
2017/2018	July 1, 2017 – June 30, 2018	\$125,000
2018/2019	July 1, 2018 – June 30, 2019	\$125,000
2019/2020	July 1, 2019 – June 30, 2020	\$125,000
2020/2021	July 1, 2020– June 30, 2021	\$125,000
2021/2022	July 1, 2021 – June 30, 2022	\$125,000
2022/2023	July 1, 2022 – June 30, 2023	\$125,000

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James A. Venable Community Center and
Cabazon Child Development Center Reimbursement Schedule:

Fiscal Year	Dates	Funds Allocated
2016/2017 (Partial Year)	January 3, 2017 – June 30, 2017	\$65,000*
2017/2018	July 1, 2017 – June 30, 2018	\$130,000
2018/2019	July 1, 2018 – June 30, 2019	\$130,000
2019/2020	July 1, 2019 – June 30, 2020	\$130,000
2020/2021	July 1, 2020– June 30, 2021	\$130,000
2021/2022	July 1, 2021 – June 30, 2022	\$130,000
2022/2023	July 1, 2022 – June 30, 2023	\$130,000

* Indicates that County will reimburse itself for any and all operating costs for the Community Centers incurred between January 3, 2017 and March 30, 2017.