

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



**ITEM: 3.13
(ID # 12822)**

MEETING DATE:

Tuesday, September 15, 2020

FROM: FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT – REAL ESTATE (FM-RE): Ratification and approval of License Agreement, Office on Aging Space, 3 Year License Agreement with the City of Blythe, District 4, CEQA Exempt, [\$27,983] 100% Federal Funds (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities exemption, and Section 15061(b)(3), "Common Sense" exemption;
2. Ratify and approve the attached License Agreement with the City of Blythe, and authorize the Chairman of the Board to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

ACTION: Policy, CIP


Rose Salgado, Director of Facilities Management 8/24/2020

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: September 15, 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**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 9,136	\$ 9,326	\$ 27,983	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal Funds			Budget Adjustment: No	
			For Fiscal Year: 2020/21- 2022/23	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The Riverside County Office on Aging provides Senior Nutrition and Fit After 50 exercise programs at the City of Blythe Community Center (Center) located at 445 North Broadway, Blythe, California. Approximately sixty meals are served to seniors every weekday and an additional thirty meals are served through the homebound delivery program. Office on Aging has exclusive use of the Center between the hours of 6:30 am and 3:00 pm, Monday through Friday, to prepare and provide meals and senior programs. Office on Aging uses the Center's banquet room, kitchen, common area rest rooms and an office and pantry storage rooms. The Center continues to provide the space required for Office on Aging to continue to provide the various programs for the residents within this region.

To assist Office on Aging in finding efficiencies and cost savings, Facilities Management- Real Estate (FM-RE) has negotiated a new three-year License Agreement (Agreement) at .26 cents per square foot, with a 3% annual increase. The City and County have agreed to continue to share the costs of the operating expenses. Office on Aging will continue to pay 60% of the utilities and provide their own custodial and paper products and split the costs to service the grease traps with the City. This ongoing partnership and sharing of the costs will allow the City to keep the rental rate at a minimum, which will allow Office on Aging to continue the senior citizen programs for the community.

The County has licensed the premises for senior citizen programs since September 1, 2014. The existing license agreement was approved by the Board of Supervisors on April 10, 2018 (M.O. #3.10) and expired on June 30, 2020. The combined cumulative years of previous license agreements exceed the delegated authority as set forth in Section 7 of Riverside County Ordinance No. 861, thus necessitating Board approval for the attached Agreement.

Pursuant to the California Environmental Quality Act (CEQA), the Agreement was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1 – Existing Facilities exemption, and Section 15061(b)(3), the Common Sense exemption. The proposed project, the Agreement, is the letting of property involving existing facilities with no improvements and no expansion of an existing use will occur.

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STATE OF CALIFORNIA**

County Counsel has approved the Agreement as to form.

The Agreement is summarized as follows:

Licensor: City of Blythe
235 N. Broadway
Blythe, CA 92225

Location: Blythe Community Center
445 North Broadway, Blythe CA 92225

Size: Approximately 1,958 Square Feet

Term: Three Years – July 1, 2020 thru June 30, 2023

Rent: Current:
\$424.36 per month; \$5,092.32 per year

New:
\$500.00 per month; \$6,000.00 Year 1 - July 1, 2020 to June 30, 2021
\$515.00 per month; \$6,180.00 Year 2 - July 1, 2021 to June 30, 2022
\$530.45 per month; \$6,365.40 Year 3 - July 1, 2022 to June 30, 2023

Annual Increase: Three percent

Maintenance: City

Grease Trap: City and County shall share in the costs associated with maintaining the grease trap twice per year. City will bill County for one-half of the costs associated with said maintenance.

Custodial: County shall provide paper products and clean the rest rooms, kitchen and banquet room. Licensor shall clean ceiling fans and strip and wax common area floors quarterly.

Utilities: County pays for all telephone services used in connection of the Premises and pays 60% of the electricity, gas, water, sewer and trash service expenses.

Impact on Residents and Businesses

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STATE OF CALIFORNIA**

The Office on Aging space will continue to provide an appropriately located facility that will serve the needs of the senior population within the region. This facility is conveniently located near public transportation and provides ease of access for residents.

SUPPLEMENTAL

Additional Fiscal Information

See attached Exhibits A, B, & C

Office on Aging has budgeted these costs in FY 2020/21 through FY2022/23 and will reimburse FM for all costs associated with this Agreement.

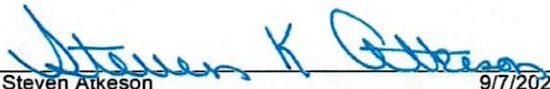
Contract History and Price Reasonableness

The rental rate is deemed to be very reasonable based upon the current market.

ATTACHMENTS:

- Notice of Exemption
- Exhibits A, B, and C
- Aerial Map
- License Agreement- AATF

TK:dr/08272020/BL020/30.238

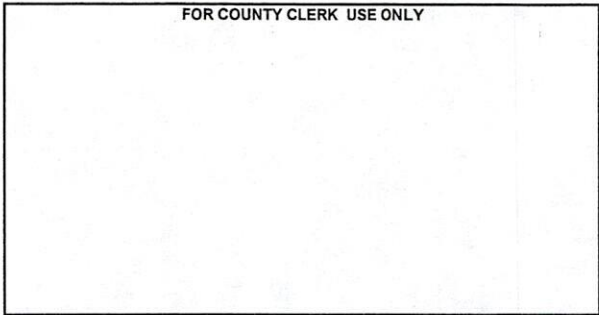

Steven Atkeson

9/7/2020


Gregory J. Priamos, Director County Counsel

9/2/2020

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



NOTICE OF EXEMPTION

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

June 11, 2020

Project Name: Blythe Office on Aging License Agreement

9/17/20 Date
FRP Initial

Project Number: FM042134002000

Project Location: 445 North Broadway, south of West Chanslor Way, Blythe, California 92225; Assessor's Parcel Number (APN) 845-052-001; (See Attached Exhibit)

Description of Project: The Riverside County Office on Aging provides Senior Nutrition and Fit After 50 exercise programs at the City of Blythe Community Center located at 445 North Broadway, Blythe. Approximately sixty meals are served to seniors every weekday and an additional thirty meals are served through the homebound delivery program. Office on Aging has inclusive use of the premises between the hours of 6:30 a.m. and 3:00 p.m. Monday through Friday to prepare and provide meals and senior programs. The Office on Aging uses the banquet room, kitchen, common area rest rooms, an office and pantry storage rooms for supplies and equipment. On weekends, the City of Blythe Community Center is rented out by the City for private/public functions. The City of Blythe Community Center continues to provide the space required for Office on Aging to continue to provide the various programs for the senior citizen community within this region and the Office on Aging is seeking a three-year License Agreement for continued use of the facility.

The License Agreement will commence on July 1, 2020 and expire on June 30, 2023 and is identified as the proposed project under the California Environmental Quality Act (CEQA). No expansion of an existing use will occur. The operation of the facility will continue to provide public services for the Office on Aging and will not result in an increase in the intensity of the use of the site. 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.

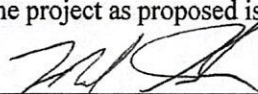
Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA 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 License Agreement.

SEP 15 2020 3.13

- **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 a License Agreement for the continued use of a public facility. The License Agreement will not 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 it meets the scope and intent of the Categorical 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 License 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: _____

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: Blythe Office on Aging License Agreement

Accounting String: 52670-47220-7200400000 - FM042134002000

DATE: May 14, 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: Tiffani King, Real Property Agent III, 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 14, 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 # FM042134002000**
Blythe Office on Aging License 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

LICENSE

Office of Aging-Nutritional Program
445 North Broadway, Blythe, California

CITY OF BLYTHE, a California municipal corporation, herein called "Licensor", grants a License to the **COUNTY OF RIVERSIDE**, herein called "County", a political subdivision of the State of California, for the property described below upon the following terms and conditions:

1. **Description.** The Premises hereby consist of the kitchen, dining area, restrooms and office space in the building located at 445 North Broadway, Blythe, California and consists of approximately 1,958 square feet therein, as shown on Exhibit "A", attached hereto and by this reference made a part of this License ("Premises").

2. **Use.**

(a) The Premises shall be used to provide a nutrition program for the elderly pursuant to the provisions of the Older Americans Act of 1965, as amended (42 United States Code, Section 3030e et seq.) and the rules and regulations promulgated thereunder. Specifically, the Premises shall be used to prepare and serve nutritionally sound meals to the elderly and to provide social and rehabilitative services on a daily basis during the term of this License.

(b) County shall have use of the Premises between the hours of 6:30 am and 3:00 pm Monday through Friday, inclusive during this time of this License. During said period, County shall have use in common with others the banquet room, restrooms, hallways, entrances, office space not leased by County, parking spaces, and other similar facilities in and surrounding the Premises.

3. **Term.** The Term of this License shall commence July 1, 2020 and terminate June 30, 2023, subject to the provisions of Paragraph 10 herein.

4. **Rent.** County shall pay the Licensor the monthly sums as rent for the Premises during the term of this License as indicated below:

<u>Amount:</u>	<u>Year:</u>
\$500.00	July 1, 2020 – June 30, 2021
\$515.00	July 1, 2021 – June 30, 2022
\$530.45	July 1, 2022 – June 30, 2023

Rent for the Premises is payable in advance, on the first day of the month or as soon thereafter as a warrant can be issued in the normal course of County business.

5. **Utilities.** County shall pay for all telephone services used in connection with the Premises. County shall pay for 60% of all other utilities as may be required in the maintenance,

operation and use of the Premises including electricity, gas, water, sewer and trash service. The amount will be due and payable on a monthly basis as billed by Licensor.

6. **Maintenance.**

(a) Licensor shall keep the Premises in good and suitable condition for the uses herein, and in compliance with Federal, State and local laws, ordinances, rules and regulations relating to fire, health and safety, and Licensor shall maintain the exterior and the interior of the premises, including, but not limited to, pest control, air conditioning equipment, heating equipment, plumbing, electrical wiring and fixtures, windows, strip and wax all common area floors quarterly and structural parts, grounds in good working condition and repair and in compliance with such laws, ordinances, rules and regulations.

(b) County shall keep the Premises in a neat and sanitary condition, including keeping all appliances in a clean and sanitary condition and providing janitorial services and cleaning supplies for the areas in use and for the hours of said License, and shall keep all appliances in a clean and sanitary condition, and County shall comply with the California Uniform Retail Food Facilities Law (section 27500, et seq. of the Health and Safety Code) and Riverside County Health Regulations. County shall not be responsible for the common hallways or lobby.

(c) The Licensor and County shall share in the costs associated with maintaining the grease trap located at the facility. The Licensor will schedule maintenance of the grease trap twice per year. Licensor will bill the County for one-half (1/2) of the costs associated with said maintenance.

(d) The County shall maintain the Automatic Fire Extinguishing System used in connection with the County's nutrition program according to the 2013 California Fire Code Section 904.11.6.2, Extinguishing system service.

(e) The Licensor and County recognize that the Premises is a shared facility and that on occasion the banquet room, kitchen and restrooms are rented out to the community for private functions. Therefore, it is the responsibility of the Licensor to inform user that the kitchen, banquet and rest rooms must be left in clean condition after each and every function. In the event the kitchen, banquet rooms and restrooms are not left clean and in orderly fashion, then County shall notify Facilities Management Property Management at (951) 955-4850 to request that Licensor immediately clean the kitchen, if necessary, and rearrange the tables and chairs to original condition so County may avoid disruption of meal preps and services to senior citizens. It is the responsibility of the County to leave the kitchen, restrooms and banquet room in a clean and sanitary condition on Fridays. Should the County fail to do so, Licensor will notify County and County shall immediately clean the areas of use by County.

7. **Custodial.** Licensor shall provide the following custodial services:

(a) Dust ceiling fans within the banquet room two times per year.

8. **Improvements by County.**

(a) Any alterations, improvements or installation of fixtures to be undertaken by County shall have the prior written consent of Licensor after County has submitted plans for any such proposed alterations, improvements or fixtures to Licensor in writing. Such consent shall not be unreasonably withheld by Licensor.

(b) All alterations, improvements and fixtures installed by County shall remain County property and may be removed by County at or prior to the expiration of this License; provided, however that such removal does not cause injury or damage to the Premises, or in the event it does, the premises shall be restored to the satisfaction of the Licensor.

9. **Equipment and Supplies.** County may, upon obtaining the permission of Licensor, store equipment and supplies within the Premises which are necessary to accommodate County's use of the Premises. All such equipment and supplies shall remain the sole property of County and shall be removed by County upon the termination of this License. County agrees to indemnify and hold Licensor harmless from responsibility or liability for theft or loss of County's equipment and supplies which are stored on the Premises, except as to such theft or loss caused by Licensor, and in that event, Licensor shall compensate County forthwith upon an accounting and billing therefore.

10. **Insurance.** Licensor shall procure and maintain during the term of this License, fire insurance and extended coverage on the building in which the Premises are located. Licensor shall provide County with satisfactory proof of such coverage.

11. **Option to Terminate.**

(a). County shall have the option to terminate this License if the Premises are destroyed or damaged to the extent that they cannot be repaired within thirty (30) days. If the damage can be repaired within (30) days, and during said period, the rent shall be prorated as to any portion of the Premises not usable by County. County reserves the right to determine what, if any, portions of the Premises are usable.

(b) Either party hereto may terminate this License by giving One-Hundred Eighty (180) days notice thereof, in writing, to the other.

12. **Hold Harmless.** County agrees to indemnify, defend and hold harmless Licensor, its officers, officials, agents, employees, from all loss, cost, and expense, including attorney fees and court costs, arising out of any liability, or claim of liability, for personal injury, bodily injury to persons, contractual liability, or damage to property based or asserted upon any act or omissions of County, its officers, employees, contractors, agents or representatives, arising out

of, or which may in any way be connected with, County's use of the Premises or this License. Further, County will pay for any and all damage arising from the County's occupation of the Premises. The provisions of this section do not apply to any damage or loss caused by the negligence or willful misconduct of Licensor, or any of its officers, officials, agents, employees, volunteers, or invitees.

13. **Notices.** Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

LICENSOR:
City of Blythe
235 N. Broadway
Blythe, CA 92225

COUNTY:
County of Riverside
Facilities Management
Deputy Director
3133 Mission Inn Avenue
Riverside, CA 92507

or to such other addresses as from time to time may be designated by the respective parties.

14. **Binding on Successors.** The terms and conditions herein contained shall apply to and bind the heirs, successors in interest, executors' administrators, representatives and assigns of all the parties hereto.


15. **Entire License.** This License is intended by the parties hereto as a final expression of their understanding with respect to the subject matter thereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous licenses, agreements and understandings, oral or written, in connection therewith. This License may be changed or modified only upon written consent of the parties hereto.

(Signatures on the following page)

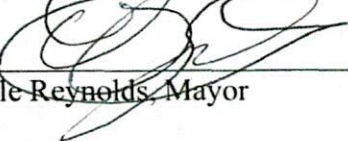
IN WITNESS WHEREOF, the parties hereto have executed this License as of the date written below.

Dated: SEP 15 2020

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

By: 
V. Manuel Perez, Chairman
Board of Supervisors

CITY OF BLYTHE, a California municipal corporation

By: 
Dale Reynolds, Mayor

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Priscilla Rasso
Deputy

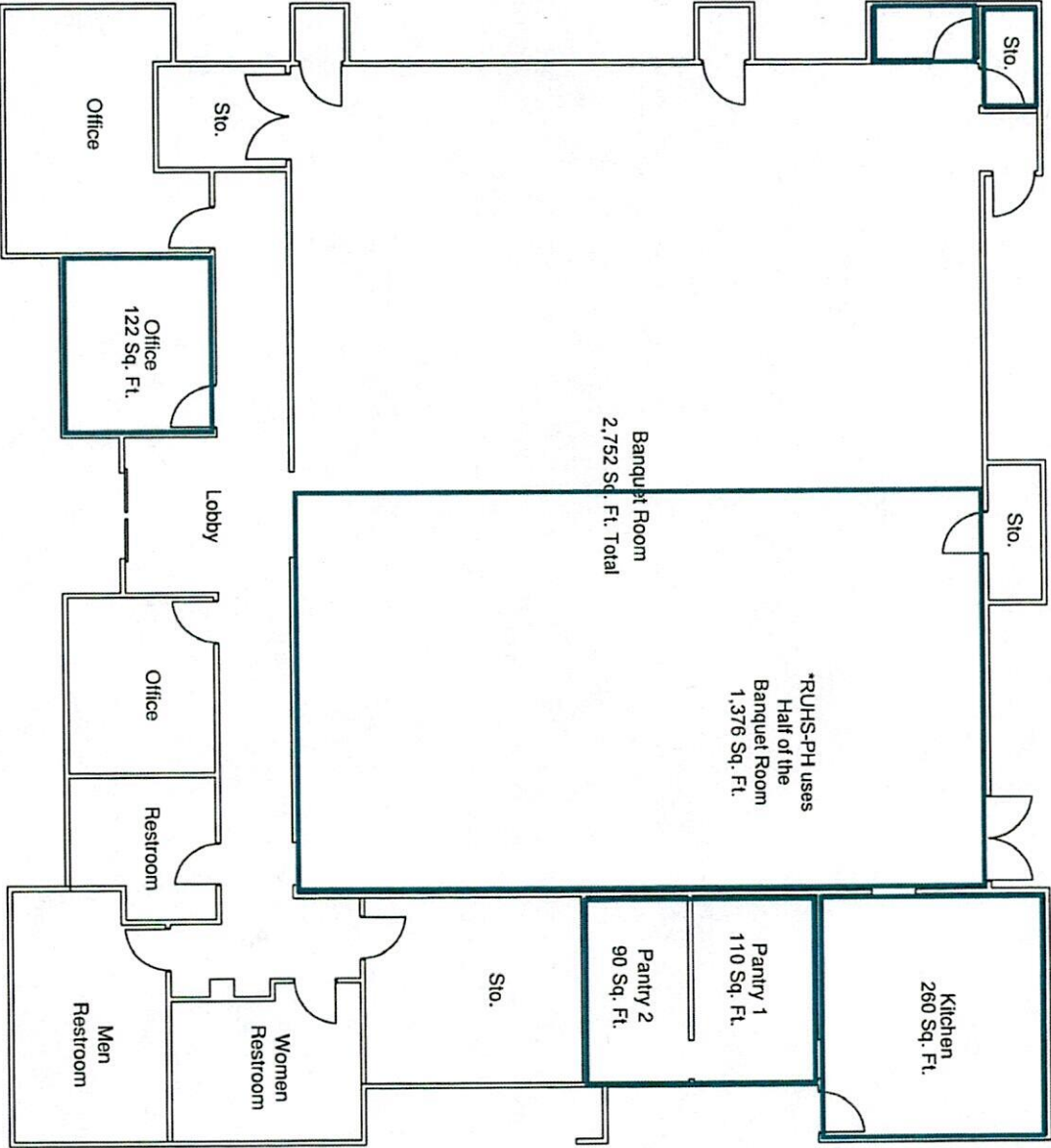
ATTEST:

By: 
Mallory Crecelius, City Clerk

APPROVED AS TO FORM:
Gregory P. Priamos, County Counsel

By: 
Thomas Oh
Deputy County Counsel

RUHS-PH WIC use:
1958 Sq. Ft.



DIVISION
OF
SPACE MANAGEMENT
3901 LIME ST., RIVERSIDE, CA 92507
PH: (951)955-0067 FAX: (951)955-3602

BL020
Blythe Office on Aging

445 N. Broadway Blythe, Ca.

REVISIONS

NO.	DATE	DESCRIPTION

PROJECT TITLE: BL020 - Office On Aging.dwg
SHEET: A1.0
DATE: 4/12/2018
SCALE: 1/4" = 1'-0"

Floor Plan

Exhibit A

FY 2020/21
Office on Aging
445 North Broadway, Blythe, CA

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	1,958 SQFT	
Approximate Cost per SQFT (Jul-Jun)	\$ 0.26	
Lease Cost per Month (Jul-Jun)	\$ 500.00	
Total Lease Cost (Jul-Jun)		\$ 6,000.00
Total Estimated Lease Cost for FY 2020/21		\$ 6,000.00

Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12	
Estimated Utility Costs per Month	\$ 234.96	
Total Estimated Utility Cost (Jul-Jun)		\$ 2,819.52
Total Estimated Utility Cost for FY 2020/21		\$ 2,819.52
FM Lease Management Fee as of 07/01/2020	5.28%	\$ 316.80
TOTAL ESTIMATED COST FOR FY 2020/21		\$ 9,136.32
Amount in FY 2020/21 for License		\$ 9,136.32
TOTAL COUNTY COST	0%	\$ -

Exhibit B

FY 2021/22
Office on Aging
445 North Broadway, Blythe, CA

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office:	1,958 SQFT	
Approximate Cost per SQFT (Jul-Jun)	\$ 0.26	
Lease Cost per Month (Jul-Jun)	\$ 515.00	
Total Lease Cost (Jul-Jun)		\$ 6,180.00
Total Estimated Lease Cost for FY 2021/22		\$ 6,180.00

Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12	
Estimated Utility Costs per Month	\$ 234.96	
Total Estimated Utility Cost (Jul-Jun)		\$ 2,819.52
FM Lease Management Fee as of 07/01/2020	5.28%	\$ 326.30
TOTAL ESTIMATED COST FOR FY 2021/22		\$ 9,325.82
TOTAL COUNTY COST	0%	\$ -

Exhibit C

FY 2022/23 to 2022/23
Office on Aging
445 North Broadway, Blythe, CA

ESTIMATED AMOUNTS

Total Square Footage to be Leased:

Current Office: 1,958

	FY 2022/23
Approximate Cost per SQFT (Jul-Jun)	\$ 0.27
Lease Cost per Month (Jul-Jun)	\$ 530.45
Total Lease Cost (Jul - Jun)	\$ 6,365.40
Total Estimated Lease Cost for FY 2022/23 to 2022/23	\$ 6,365.40

Estimated Additional Costs:

Utility Cost per SQFT	\$ 0.12
Estimated Utility Costs per Month	\$ 234.96
Total Estimated Utility Cost	\$ 2,819.52
FM Lease Management Fee as of 07/01/2020 5.28%	\$ 336.09
TOTAL ESTIMATED COST FOR FY 2022/23 to 2022/23	\$ 9,521.01

F11 Total Cost	\$ 27,983.15
F11 Total County Cost 0%	\$ -