

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



**ITEM: 3.8
(ID # 13865)**

MEETING DATE:
Tuesday, November 10, 2020

FROM: FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT, REAL ESTATE DIVISION (FM-RE): Approval of License and Operating Agreement between the County of Riverside and Cowboys for a Cause, a California nonprofit corporation, for the license and operations of the Twin Pines Ranch located in Banning, California; District 3. [\$11,600] Facilities Management Real Estate Division Budget (Clerk to File CEQA 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 15601(b)(3), "Common Sense" Exemption;
2. Approve the attached License and Operating Agreement between the County of Riverside and Cowboys for a Cause, and authorize the Chairman of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or his/her designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of approval by the Board.


ACTION: Policy


Rose Salgado, Director of Facilities Management 11/3/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Hewitt
Nays: None
Abstain: Spiegel
Date: November 10, 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	\$ 11,600	\$0	\$ 11,600	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Facilities Management Real Estate Division Budget			Budget Adjustment: No	
			For Fiscal Year: 2020/21	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The County of Riverside (County) owns the property located at 49500 Twin Pines Rd, Banning, CA 92220 and also identified by Assessor's Parcel Numbers 529-030-031, 529-030-032, 529-030-033, 529-030-034, 529-030-036, 529-030-037, 529-030-038, 529-030-039, and 529-030-041, commonly known as Twin Pines Ranch (Twin Pines Ranch). Twin Pines Ranch consists of an approximately 1,120-acre site containing a multi-facility school-type campus with classrooms, cafeteria, living quarters, adjacent recreational areas, including a gymnasium and ball fields and parking, all surrounded by natural and scenic mountain pastures and creek beds.

The County originally acquired Twin Pines Ranch in 1947 and for 67 years the Riverside County Probation Department (Probation) utilized the property for the operation of a juvenile rehabilitation program. Probation ended the program as funding and rehabilitation needs shifted towards mental health related programming. Twin Pines Ranch has remained vacant for the past seven years.

Facilities Management-Real Estate Division (FM-RE) recently received a request from Cowboys for a Cause, a California nonprofit corporation, (Cowboys for a Cause) for the use and occupancy of Twin Pines Ranch to pursue their non-profit community outreach efforts. Cowboys for a Cause was established in 2014 as an organization that assists individuals in need of life changing assistance and programs. They have raised money to help individuals and families pay for unpaid medical expenses through silent auctions, rodeo shows, and various fundraisers.

Cowboys for a Cause plans to expand their services to include community outreach programs that are geared towards at-risk youth and families in need. The youth outreach programming will include, but not be limited to, the following: youth wildlife tours, agriculture programs, training workshops, and physical fitness and recreational programs. As part of its community programs and services, Cowboys for a Cause will also use Twin Pines Ranch as a venue for filming and film art and to pursue their fundraising goals and efforts.

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

Through the approval of the License and Operating Agreement (Agreement), Cowboys for a Cause will operate and maintain Twin Pines Ranch for the benefit of the residents of the County. Cowboys for a Cause will provide and pay for the operation, management, maintenance and security of the entire Twin Pines Ranch Property, while providing programming and activities available to residents of the County. The County will continue to monitor and pay for the environmental compliance of the underground fuel tanks which are also located on the property. The attached Agreement shall expire on June 30, 2040, a term of approximately twenty (20) years. Cowboys for a Cause will also have two (2) options of ten (10) years each to extend the Agreement. Each party will have the right to terminate the Agreement at any time and for any reason by giving the other party at least one hundred eighty (180) days prior written notice.

BACKGROUND:

Summary

Pursuant to the California Environmental Quality Act (CEQA), the project, the approval of the Agreement, was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1-Existing Facilities exemption, and Section 15601(b)(3), Common Sense exemption. The proposed project is the licensing of real property for the operations and maintenance of existing facilities and will not result in any direct or indirect physical environmental impacts.

The Agreement has been reviewed and approved as to legal form by County Counsel.

Impact on Citizens and Businesses

The impact of the transfer of the operational and management responsibilities of Twin Pines Ranch from the County to Cowboys for a Cause will help improve efficiency, use and delivery of services and expand programs for the residents in the surrounding areas of the County. Those efficiencies will benefit citizens, businesses, and the entire community of Riverside County.

Supplemental:

Additional Fiscal Information

No net County cost will be incurred, and no budget adjustment will be necessary; however, the FM-RE Budget will incur typical costs associated with this type of transaction. FM-RE staff, environmental review, and County Counsel costs and labor will be approximately \$11,600. Through this Agreement, the County will save property expenses which include general maintenance, security, and care and which are estimated to be approximately \$300,000 per annum.

Staff and Labor Costs	\$ 7,000
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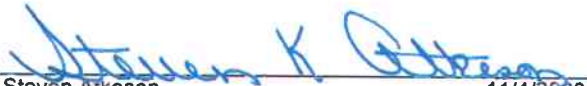
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

County Counsel Review	\$ 4,000
CEQA NOE	\$ 600
Total	\$ 11,600

Attachments:

Site Map
License and Operating Agreement
Notice of Exemption

JR:ar/090920



Steven Atkeson 11/4/2020



Gregory L. Priamos, Director County Counsel 11/3/2020

Rasso, Priscilla

From: Ruiz, Jose
Sent: Monday, December 21, 2020 11:55 AM
To: Rasso, Priscilla
Cc: Estrada, Oksana; Boydd, April
Subject: RE: Re: 11-10-2020 Item 3.8

Hello Priscilla,

That is correct. We will leave the document as is. The party will occupy the facility as of January 1st, and we would like to have the document fully-executed by then. Let me know if you have any further questions.

Regards,

Jose

From: Rasso, Priscilla <PRasso@RIVCO.ORG>
Sent: Monday, December 21, 2020 11:51 AM
To: Ruiz, Jose <JRuiz@rivco.org>
Cc: Estrada, Oksana <OCEstrada@Rivco.org>; Boydd, April <ABOYDD@RIVCO.ORG>
Subject: RE: Re: 11-10-2020 Item 3.8

Hi Jose,

So would you like me to process with the original agreement without the addition of the language of the fuel pumps?

~*Priscilla*

"You already possess everything necessary to become great." – Crow

From: Ruiz, Jose <JRuiz@rivco.org>
Sent: Monday, December 21, 2020 8:11 AM
To: Rasso, Priscilla <PRasso@RIVCO.ORG>
Cc: Estrada, Oksana <OCEstrada@Rivco.org>; Boydd, April <ABOYDD@RIVCO.ORG>
Subject: RE: Re: 11-10-2020 Item 3.8

Hello Priscilla,

I am following up on the above-referenced item. Please let me know if the document has been signed. We are fine with processing the document as is.

Regards,

Jose

From: Ruiz, Jose
Sent: Tuesday, December 1, 2020 8:23 AM
To: Rasso, Priscilla <PRasso@RIVCO.ORG>

Cc: Estrada, Oksana <OCEstrada@RIVCO.ORG>; Boydd, April <ABOYDD@RIVCO.ORG>

Subject: RE: Re: 11-10-2020 Item 3.8

Hello Priscilla,

Will the approved document be routed for the Chairman's signature ? We would prefer not to open this document up for review from another attorney.

Thank you,

Jose

From: Rasso, Priscilla <PRasso@RIVCO.ORG>

Sent: Tuesday, November 24, 2020 1:54 PM

To: Ruiz, Jose <JRuiz@rivco.org>

Cc: Estrada, Oksana <OCEstrada@Rivco.org>; Boydd, April <ABOYDD@RIVCO.ORG>

Subject: RE: Re: 11-10-2020 Item 3.8

Hi Jose,

I understand the original signing off attorney is no longer with the County.
The attachment with the changes of the agreement does not have that approval from County Counsel. I can not process this amended agreement with that approval missing.

Please follow up and get the sign off so I may process this item.

Thank you,

~*Priscilla*

"You already possess everything necessary to become great." - Crow

From: Ruiz, Jose <JRuiz@rivco.org>

Sent: Tuesday, November 24, 2020 8:14 AM

To: Rasso, Priscilla <PRasso@RIVCO.ORG>

Cc: Estrada, Oksana <OCEstrada@Rivco.org>; Boydd, April <ABOYDD@RIVCO.ORG>

Subject: FW: Re: 11-10-2020 Item 3.8

Hello Priscilla,

I responded last week. Please see my response below.

Thank you,

Jose

From: Ruiz, Jose

Sent: Tuesday, November 17, 2020 4:51 PM

To: Rasso, Priscilla <PRasso@RIVCO.ORG>

Cc: Estrada, Oksana <OCEstrada@RIVCO.ORG>; Boydd, April <ABOYDD@RIVCO.ORG>

Subject: RE: Re: 11-10-2020 Item 3.8

Hello Priscilla,

Yes, we obtained approval from Counsel, but the attorney assigned to this transaction has left the County.

Thank you,

Jose

From: Rasso, Priscilla <PRasso@RIVCO.ORG>
Sent: Tuesday, November 17, 2020 1:58 PM
To: Ruiz, Jose <JRuiz@rivco.org>
Cc: Estrada, Oksana <OCEstrada@Rivco.org>; Boydd, April <ABOYDD@RIVCO.ORG>
Subject: RE: Re: 11-10-2020 Item 3.8

Hi, Jose,

Thank you for getting this update to me, I really appreciate it.

I do have a few questions regarding the changes, they are not grammatical errors which is normally the only reason we would swap pages because those are minimal.

Did your department obtain approval from County Counsel on this insertion of language regarding the fueling station?

Thank you for your help 😊

~Priscilla

"You already possess everything necessary to become great." - Crow

From: Ruiz, Jose <JRuiz@rivco.org>
Sent: Monday, November 16, 2020 12:20 PM
To: Rasso, Priscilla <PRasso@RIVCO.ORG>
Cc: Estrada, Oksana <OCEstrada@Rivco.org>
Subject: RE: Re: 11-10-2020 Item 3.8

Hello Priscilla,

Thank you for following up. Please find the revised agreement attached. The pages that will need to be replaced are page 3 and page 7. Please replace both pages. Let me know if you have any questions or concerns.

Thank you,

Jose

From: Rasso, Priscilla <PRasso@RIVCO.ORG>
Sent: Monday, November 16, 2020 12:02 PM
To: Ruiz, Jose <JRuiz@rivco.org>
Cc: Estrada, Oksana <OCEstrada@Rivco.org>
Subject: Re: 11-10-2020 Item 3.8

Good morning Jose,

I am following up on the status of this item. I understand that you wanted to update a page or so? I need to finish processing this item and have not been able to with us waiting on your update request. Is it possible to get the update via email?

Your help is appreciated.

Thank you so much.

Respectfully,

Priscilla A Rasso

Priscilla A Rasso
Board Assistant
Clerk of the Board of Supervisors
4080 Lemon Street, 1st Floor, Room 127
Riverside, CA 92501
(951) 955-1844 Fax (951) 955-1409
Mail Stop #1010
prasso@rivco.org

"Your positive action combined with positive thinking results in success." Shiv Khera

Rasso, Priscilla

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Subject: RE: Re: 11-10-2020 Item 3.8

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Cc: Estrada, Oksana <OCEstrada@Rivco.org>
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Your help is appreciated.

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Riverside, CA 92501
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Mail Stop #1010
prasso@rivco.org

"Your positive action combined with positive thinking results in success." Shiv Khera

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.

12/21
Date

AR
Initial

NOTICE OF EXEMPTION

September 16, 2020

Project Name: Twin Pines Ranch License and Operating Agreement

Project Number: FM0417200371

Project Location: 49500 Twin Pines Road, east of Highway 243, Banning, California 92570, Assessor's Parcel Numbers (APNs): 529-030-031, 529-030-032, 529-030-033, 529-030-034, 529-030-036, 529-030-037, 529-030-038, 529-030-039, and 529-030-041

Description of Project: The County of Riverside (County) owns the property located at 49500 Twin Pines Road, Banning, California, 92220 and also identified by Assessor's Parcel Number's 529-030-031, 529-030-032, 529-030-033, 529-030-034, 529-030-036, 529-030-037, 529-030-038, 529-030-039, and 529-030-041, commonly known as Twin Pines Ranch (Twin Pines Ranch). Twin Pines Ranch consists of an approximately 1,120-acre site containing a multi-facility school-type campus with classrooms, cafeteria, living quarters, adjacent recreational areas including a gymnasium and ball fields and parking all surrounded by natural and scenic mountain pastures and creek beds.

The County originally acquired Twin Pines Ranch in 1947 and for 67 years the Riverside County Probation Department (Probation) utilized the property for the operation of a juvenile rehabilitation program. Probation ended the program as funding and rehabilitation needs shifted towards mental health related programming. Twin Pines Ranch has remained vacant for the past seven years. Facilities Management-Real Estate Division (FM-RE) recently received a request from Cowboys for a Cause, a California nonprofit corporation (Cowboys for a Cause) for the use and occupancy of Twin Pines Ranch to pursue their non-profit community outreach efforts. Cowboys for a Cause was established in 2014 as an organization that assists individuals in need of life changing assistance and programs. They have raised money to help individuals and families pay for unpaid medical expenses through silent auctions, rodeo shows, and various fundraisers.

Cowboys for a Cause plans to expand their services to include community outreach programs that are geared towards at-risk youth and families in need. The youth outreach programming will include but not be limited to the following: youth wildlife tours, agriculture programs, training workshops, and physical fitness and recreational programs. Cowboys for a Cause will also promote the County and the facility as a venue for filming and film art and in order to pursue their fundraising goals and efforts. Through the approval of the License and Operating Agreement (Agreement), Cowboys for a Cause will operate and maintain Twin Pines Ranch for the benefit of the residents of the County. Cowboys for a Cause will provide and pay for the full operation, management, maintenance and security of Twin Pines Ranch while providing programming and activities available to residents of the County. The attached Agreement shall be for a term of 20 years. Cowboys for a Cause will also be provided two options to extend this Agreement and each option shall represent a period of ten years. There is also a termination provision within the Agreement, in the event that either Party wishes to terminate this Agreement. 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.

NOV 10 2020 3.8

Name of Public Agency Approving Project: Riverside County

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

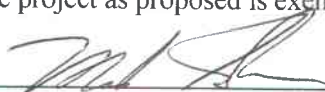
Exempt Status: State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or “Common Sense” Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

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 and Operating Agreement.

- **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 execution of a license and operating agreement for the use of a County-owned facility. Twin Pines Ranch is an 1120-acre property that has all of the necessary utilities and infrastructure for the operation of the facility. The License and Operating Agreement; will not require physical modifications to the existing buildings or property 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 License and Operating Agreement for the use of an existing County-owned facility would not result in any direct or indirect physical environmental impacts. The operation of the site to provide community outreach services geared towards at-risk youth and families in need would result in the provision of youth wildlife tours, agriculture programs, training workshops, and physical fitness and recreational programs. The use of the site would not require an expansion of services or increase in capacity. 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:

9/16/20

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Twin Pines License and Operating Agreement

Accounting String: 47220--72000400000 - FM0417200371


DATE: September 16, 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: **Jose Ruiz, 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: September 16, 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 # FM0417200371**
Twin Pines 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

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.24
(MT 13438)

On motion of Supervisor Jeffries, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from the Facilities Management regarding the approval License and Operating Agreement between the County of Riverside and Cowboys for a Cause, a California nonprofit corporation, for the license and operations of the Twin Pines Ranch located in Banning, California, is deleted.

Roll Call:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on October 6, 2020 of Supervisors Minutes.

WITNESS my hand and the seal of the Board of Supervisors
Dated: October 6, 2020
Kecia R. Harper, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

(seal)

By: *Priscilla Passo* Deputy

AGENDA NO.
3.24

xc: FM

1 providing public programs and services by Operator, as more particularly described in Exhibit
2 "C", Scope of Operations – Schedule of Community Programs and Services, attached hereto
3 and by this reference incorporated herein, and for no other purpose except as amended and
4 approved by the County in writing. It is expressly understood that this License does not in any
5 way whatsoever grant or convey any permanent easement, lease, fee or other real property
6 interest in the Property to the Operator.

7 2. EFFECTIVE DATE: The "Effective Date" of this Agreement is the date first
8 provided above. In the event that such date is omitted, then the Effective Date shall be the
9 date the Agreement is signed by the County.

10 3. DESCRIPTION OF PROPERTY: The Property consists of an approximate
11 1,120-acre site consisting of a multi-building campus, adjacent recreation area and parking lot,
12 all located on Assessor's Parcel Number's 529-030-031, 529-030-032, 529-030-033, 529-030-
13 034, 529-030-036, 529-030-037, 529-030-038, 529-030-039, and 529-030-041, as depicted on
14 Exhibit "A", Property Site Map, and Exhibit "B", Twin Pines Ranch Site Plan, attached hereto
15 and by this reference incorporated herein.

16 4. TERM: The term of this Agreement shall commence on the Effective Date and
17 expire on June 30, 2040 ("Expiration Date"). Unless terminated earlier pursuant to Section 21
18 or extended pursuant to Section 5, this Agreement shall terminate on the Expiration Date.

19 5. OPTION TO EXTEND: Operator shall have two (2) options of ten (10) years
20 each to extend the term of this Agreement (each an "Extension Option"). Each Extension
21 Option shall be exercised by Operator giving County written notice of its election thereof no
22 later than sixty (60) days prior to the expiration of the then current term of this Agreement.

23 6. LICENSING RENT AND CONSIDERATION: Operator shall pay five-hundred
24 dollars (\$500) annually ("Licensing Rent") to the County as consideration for use of the
25 Property in addition to the consideration described below. The first payment shall be made
26 payable to County upon the Effective Date of the Agreement. The Licensing Rent shall be
27 made annually and payable in advance upon each anniversary of the Effective Date of the
28 Agreement. County acknowledges that the Operator, under this Agreement, will be obligated to

1 pay for the provision of services and operations on the Property to the public, and County
2 recognizes this form of consideration provided by the Operator and grants Operator the right to
3 collect revenue for services rendered on the Property and for the sublicensing of the Property
4 for uses by third parties that are consistent with the uses in Section 7 and with the terms and
5 conditions set forth in Section 15. The Parties acknowledge that as added consideration the
6 Operator will perform and assume all responsibility for, and pay all costs associated with, any
7 and all maintenance and repair of the Property, as set forth in Section 12 of this Agreement,
8 and all capital improvements to the Property during the term of this Agreement.

9 7. USE: Operator shall provide for the operation and management of the Property,
10 which includes recreational and educational programming and activities for the benefit of the
11 residents of Riverside County. The Operator may propose other programs and events that are
12 consistent with its non-profit purposes and will generate charitable donations and revenue to
13 assist the Operator in pursuing and paying for upgrades, improvements, maintenance and
14 operation of the Property. Operator represents and maintains that it is skilled to perform all
15 services, duties and obligations required by this Agreement to fully and adequately provide
16 these programs and services at the Property. Operator further represents and warrants that it,
17 or its contractors, have all licenses, permits, qualifications and approvals of whatever nature
18 legally required to provide its programs and services at the Property. County reserves the right
19 to consent to any uses not described in Section 7 and Exhibit "C" of this Agreement. Such
20 consent shall be timely and in writing and shall not be unreasonably withheld, conditioned, or
21 delayed.

22 8. OPERATOR OBLIGATIONS:

23 (a) Operations. Operator shall be obligated to provide programs and
24 services to the community and the residents of Riverside County, including, but not limited to,
25 all programs and services set forth in this Agreement.

26 (b) Protection and Restoration of the Property. Operator shall, at its sole
27 expense, keep and maintain all portions of the Property in good condition and repair,
28 reasonable wear and tear excepted. Operator, and its employees, contractors, and agents,

1 identity shall include, but not be limited to, name, identifying number, symbol or other
2 identifying particulars assigned to the individual, such as a finger or voice print or a photograph.

3 (e) Non-Discrimination. Operator shall not discriminate in the provision of
4 services, allocation of benefits, accommodation in facilities, or employment of personnel on the
5 basis of ethnic group identification, race, religious creed, color, national origin, ancestry,
6 physical handicap, medical condition, marital status or sex in the performance of this
7 Agreement, and, to the extent they shall be found to be applicable hereto, shall comply with the
8 provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq.), the
9 Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42
10 U.S.C. § 1210 et seq.) and all other applicable laws or regulations.

11 9. CONTRACTING WITH THIRD PARTIES: Operator may enter into agreements
12 with qualified third parties for the purpose of providing any of the services or programs in
13 connection with the uses permitted on the Property as described in Section 7 or for the purpose
14 of operating the Property as set forth in Section 7. All such agreements shall contain
15 provisions necessary to protect the County, its officers, employees, successors, and assigns
16 from any liability arising out of the provision of services or programs on the Property, or the
17 operation, maintenance, or repair of the Property and any improvements thereon by such third
18 parties, including the obligations to indemnify the County of Riverside, its officers, employees,
19 successors, and assigns and to carry the necessary insurance as set forth in this Agreement.
20 The term of any permit, contract, or other agreement entered into by Operator affecting or
21 related to the Property shall not exceed the term of this Agreement.

22 10. UTILITIES:

23 (a) During the term of this Agreement, Operator agrees to pay for, or cause
24 to be paid for, any and all utilities used upon the Property, including, but not limited to, electric,
25 water, gas, sewer, phone, refuse collection, security and/or fire alarm monitoring or related
26 fees, and all other services supplied to the Property.

27 (b) During the term of this Agreement, Operator agrees to pay for, or cause
28 to be paid for, any and all television, computer and internet services to the Property.

1 11. FURNITURE, FIXTURES EQUIPMENT AND PERONAL PROPERTY: The

2 County and Operator agree and acknowledge that the County owns and installed furniture,
3 fixtures, equipment and personal property for the operation of the Property as set forth in
4 Exhibit "D", Existing Furniture, Fixtures, Equipment and Personal Property Owned by County,
5 attached hereto and by this reference incorporated herein. Prior to Operator's use of the
6 FF&E, Operator shall inspect the FF&E to ensure that the FF&E is in good condition and repair
7 and suitable for safe use and operation by Operator. If any FF&E is not in such condition,
8 Operator shall, at its sole cost and expense, repair and take all actions necessary to bring said
9 FF&E into good condition and repair and to make said FF&E suitable for safe use and
10 operation by Operator. Operator shall, at its sole cost and expense, keep said furniture,
11 fixtures, equipment and personal property ("FF&E") in good condition and repair, and be
12 responsible for all necessary maintenance, repair and replacement, if deemed necessary by
13 Operator, of the FF&E. Operator shall use all FF&E on the Property and will not take it off the
14 Property unless approved in writing by the County. It is understood by both Parties that unless
15 an item is listed on Exhibit "D", it is to be deemed the property of Operator. Where possible,
16 each item on Exhibit "D" is to be issued a serial number which shall be affixed to the item, and
17 shall be identified in Exhibit "D" by serial number, description and quantity. This list is to have
18 final approval of, and be signed by, both Parties and made a part of this Agreement. In the
19 event any equipment on Exhibit "D" is damaged, destroyed, or becomes inoperable, Operator
20 shall notify County in writing and Exhibit "D" shall be adjusted accordingly. The parties
21 acknowledge and agree, that as part of the personal property that remains on the Property the
22 County owns fifteen (15) head of grazing cattle (County Cattle) as listed on Exhibit "D", that are
23 used for weed abatement purposes. Said County Cattle will remain on the premises and for
24 the same purpose and use by the Operator. Upon termination of this Agreement, the Operator
25 will ensure that the premises are returned with the same number of grazing cattle (or more) in
26 good and healthy condition.

1 12. MAINTENANCE RIGHTS AND RESPONSIBILITIES:

2 (a) Operator shall, at its sole cost and expense, maintain, or cause to be
3 maintained, any and all improvements on the Property, including, but not limited to, the
4 buildings and building systems, outdoor recreational areas, the parking lot and landscaping on
5 the Property, in good, clean condition, repair, and use as outlined above and in accordance
6 with all applicable laws, including, but not limited to, health, fire and safety ordinances and
7 laws, environmental regulations, and such rules and regulations hereunder as may be binding
8 upon Operator, with reasonable wear and tear excepted. Operator will be responsible for all
9 repair and maintenance of the Property.

10 (b) Improvements by Operator. Any and all alterations, improvements, or
11 installation of fixtures on the Property to be undertaken by Operator shall have the prior written
12 approval of the County after Operator has submitted a plan/work plan for any such proposed
13 alterations, improvements, or fixtures to County in writing. County shall consider the submitted
14 plans and, in its sole discretion, approve or disapprove the plans in writing.

15 (c) Custodial Services. Operator shall keep the Property in a clean and neat
16 condition. Operator shall, at its sole cost and expense, be responsible for all custodial service
17 and supplies necessary to keep the Property in a clean and neat condition.

18 (d) Inspection. County and its representatives, employees, agents or
19 independent contractors may enter and inspect the Property, or any portion thereof or any
20 improvements thereon, at any time and from time to time at reasonable times to verify
21 Operator's compliance with the terms and conditions of this Agreement.

22 (e) Maintenance Transition. There will be a ninety (90) day
23 maintenance transition and training period between the County and Operator. This transition
24 period shall commence upon the Effective Date of this Agreement and shall end ninety (90)
25 days thereafter. During this transition period, County staff will remain engaged with Operator
26 staff for training purposes regarding daily, weekly, and monthly reoccurring maintenance duties
27 on the Property.

1 13. TAXES AND ASSESSMENTS: During the term of this Agreement, Operator
2 shall pay, or cause to be paid, any and all applicable real and personal property taxes, general
3 and special assessments, possessory interest taxes and other charges of every description as
4 may be levied on or assessed against the Property, improvements to the Property, or personal
5 property owned by Operator located on or in the Property by reason of Operator's operation or
6 use of the Property. Operator acknowledges and agrees that it may be subject to a possessory
7 interest tax in accordance with the California Revenue and Taxation Code.

8 14. COMPLIANCE WITH LAWS AND RESTRICTIONS. Operator shall, at its sole
9 cost and expense, obtain any and all necessary permits and shall fully comply with all
10 applicable ordinances, state and federal laws associated with its use of, provision of services
11 and programs on, and operations of the Property. Operator further agrees to use the Property
12 in compliance with all laws now in force or which may hereafter be in force relative to its use of
13 the Property as outlined in Section 7 above, including, without limitation, compliance with all
14 federal, state, and local statutes and regulations, as well as all covenants, conditions, and
15 restrictions contained in this Agreement.

16 15. ASSIGNMENT/SUBLICENSING: Operator shall not assign the rights and
17 obligations of this Agreement or sublicense the Property without the prior written consent of the
18 County. Such consent shall be in the sole subjective and absolute discretion of the County.
19 Operator may sublicense or allow third party non-exclusive use of the Property, provided that
20 Operator enters into a sublicense agreement with said third party ("Sublicense") and obtains
21 the prior written consent of the County before entering into a Sublicense. The Sublicense shall
22 be governed by this Agreement and shall require that all sublicensees comply with the terms
23 and conditions of this Agreement, including all insurance and indemnification requirements.

24 16. INSURANCE: Without limiting or diminishing Operator's obligation to
25 indemnify or hold the County harmless, Operator shall procure and maintain, or cause to be
26 procured and maintained, at its sole cost and expense, the following insurance coverages
27 during the term of this Agreement. As respects to the insurance section only, the "County"
28 herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and

1 Departments, their respective directors, officers, Board of Supervisors, employees, elected or
2 appointed officials, agents or representatives as Additional Insureds.

3 (a) Workers' Compensation. If the Operator has employees as defined by
4 the State of California, the Operator shall maintain statutory Workers' Compensation Insurance
5 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
6 Employers' Liability (Coverage B) including Occupational Disease with limits not less than
7 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor
8 of the County, and, if applicable, to provide a Borrowed Servant/Alternate Employer
9 Endorsement.

10 (b) Commercial General Liability. Commercial General Liability insurance
11 coverage, including, but not limited to, premises liability, contractual liability, products and
12 completed operations liability, personal and advertising injury, and cross liability coverage,
13 covering claims which may arise from or out of Operator's use of the Property and the
14 performance of its obligations hereunder. Policy shall name the County as Additional Insured.
15 Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit.
16 If such insurance contains a general aggregate limit, it shall apply separately to this
17 Agreement or be no less than (2) times the occurrence limit.

18 (c) Vehicle Liability. If vehicles or mobile equipment are used in the
19 performance of the obligations under this Agreement, then Operator shall maintain liability
20 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
21 \$1,000,000 per occurrence combined single limit. If such insurance contains a general
22 aggregate limit, it shall apply separately to this Agreement or be no less than (2) times the
23 occurrence limit. Policy shall name the County as Additional Insured.

24 (d) General Insurance Provisions - All lines:

25 1) Any insurance carrier providing insurance coverage hereunder
26 shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII
27 (A: 8) unless such requirements are waived, in writing, by the County's Risk Manager. If the
28 County's Risk Manager waives a requirement for a particular insurer such waiver is only valid

1 4) It is understood and agreed to by the Parties hereto that the
2 Operator's insurance shall be construed as primary insurance, and the County's insurance
3 and/or deductibles and/or self-insured retentions or self-insured programs shall not be
4 construed as contributory.

5 5) If, during the term of this Agreement or any extension thereof,
6 there is a material change in the permitted use of the Property, the County reserves the right to
7 adjust the types of insurance required under this Agreement and the monetary limits of liability
8 for the insurance coverages currently required herein, if, in the County's Risk Manager's
9 reasonable judgment, the amount or type of insurance carried by the Operator has become
10 inadequate.

11 6) Operator shall pass down the insurance obligations contained
12 herein to all tiers of Operator's vendors or contractors working under this Agreement.

13 7) The insurance requirements contained in this Agreement may be
14 met with a program(s) of self-insurance acceptable to the County's Risk Manager.

15 8) Operator shall notify County of any claim by a third party or any
16 incident or event that may give rise to a claim arising from the performance of this Agreement
17 within ten (10) days of receipt of notice thereof.

18 17. INDEMNIFICATION: Operator represents that it has inspected the Property and
19 FF&E, accepts the condition thereof and fully assumes any and all risks incidental to the use
20 thereof. County shall not be liable to Licensee, its officers, agents, employees, invitees,
21 sublicensees, subcontractors or independent contractors for any personal injury or property
22 damage suffered by them which may result from hidden, latent or other dangerous conditions,
23 in, on, upon or within the Property; provided, however, that such dangerous conditions are not
24 caused by the sole negligence of County, its officers, agents or employees.

25 Operator shall indemnify and hold harmless the County, its directors, officers,
26 employees, appointed or elected officials, agent or representatives from any liability
27 whatsoever, to the extent based or asserted upon acts, omissions, or any services or programs
28 of Operator or its officers, employees, agents, contractors, invitees, sublicensees, or

1 representatives arising out of or in any way relating to this Agreement or use of the Property,
2 including, but not limited to, property damage, bodily injury, or death or any other element of
3 any kind or nature whatsoever arising from the performance of Operator or its officers, agents,
4 employees, agents, contractors or representatives of this Agreement. Operator shall defend, at
5 its sole expense, all costs and fees, including, but not limited, to attorney fees, cost of
6 investigation, defense and settlements or awards, the County, its directors, officers,
7 employees, appointed officials, agents or representatives in any claim or action to the extent
8 based upon such alleged acts or omissions.

9 (a) With respect to any action or claim subject to indemnification herein by
10 Operator, Operator shall, at their sole cost, have the right to use counsel of their own choice
11 and shall have the right to adjust, settle, or compromise any such action or claim without the
12 prior consent of County; provided; however, that any such adjustment, settlement, or
13 compromise in no manner whatsoever limits or circumscribes Operator's indemnification to
14 County as set forth herein.

15 (b) Operator's obligation hereunder shall be satisfied when Operator has
16 provided to County the appropriate form of dismissal relieving County from any liability for the
17 action or claim involved.

18 (c) The specified insurance limits required in this Agreement shall in no way
19 limit or circumscribe Operator's obligation to indemnify and hold harmless the County herein
20 from third party claims.

21 (d) In the event there is conflict between this clause and California Civil
22 Code Section 2782, this clause shall be interpreted to comply with Civil Code section 2782.
23 Such interpretation shall not relieve Operator from indemnifying the County to the fullest extent
24 allowed by law.

25 18. ENVIRONMENTAL PROTECTION. Operator shall not discharge, dispose of,
26 or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of
27 any kind, within or outside the Property that could result in destruction of habitat or the
28 contamination or pollution of said Property. Operator shall at all times comply with all

1 applicable federal, state, and local laws, orders, and regulations, as may be amended with
2 respect to the proper discharge of refuse, garbage, sewage effluent, wastes, storm water
3 runoff, and any and all other pollutants, including soil sediments, and shall cause its
4 employees, agents and other persons or entities under its control to comply fully with such
5 laws, orders, and regulations.

6 19. HAZARDOUS MATERIALS. Operator shall not use, or allow anyone else to
7 use, the Property to generate, manufacture, refine, transport, treat, store, handle, recycle,
8 release, or dispose of any hazardous material, other than as reasonably necessary for the
9 operation of its operations and activities as contemplated under this Agreement. The term
10 "hazardous material" means any hazardous substance, material, or waste, including, but not
11 limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA
12 Chemical Lists, or petroleum products and their derivatives. However, this shall not apply to
13 the use of petroleum products and related substances incidental to operation of motorized
14 equipment and vehicles whose operation on the Property is contemplated by this Agreement.
15 Operator shall immediately notify County in writing in the event of any release of hazardous
16 material, violation of any environmental law, or actions brought by third parties against
17 Operator alleging environmental damage. Operator shall indemnify, defend, and hold County
18 harmless from any and all damages of any nature (including payment of attorney fees) related
19 to or arising out of the discharge or release of hazardous materials caused by Operator or any
20 person or entity under its control. County represents and warrants to Operator that, to the best
21 of County's knowledge, no hazardous material has been generated, manufactured, refined,
22 transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the
23 Property prior to the Effective Date of this Agreement. In the event that Operator discovers that
24 any hazardous material has been generated, manufactured, refined, transported, treated,
25 stored, handled, recycled, released, or disposed of on, under, or about the Property prior to the
26 Effective Date of this Agreement by County, then Operator shall have the right to immediately
27 terminate this Agreement and shall have no remediation responsibility, and County shall
28 indemnify, defend and hold harmless Operator from any and all liability of any type related

1 thereto.

2 20. DEFAULT:

3 (a) Operator shall be deemed in default of this Agreement if Operator uses
4 the Property for any purpose other than that authorized in the Agreement, fails to maintain the
5 Property or the improvements in the manner provided for in the Agreement, fails to comply with
6 or perform any other covenant, condition, provision or restriction provided for in the Agreement,
7 abandons the Property, allows the Property to be attached, levied upon, or seized under legal
8 process, or if Operator files or commits an act of bankruptcy, has a receiver or liquidator
9 appointed to take possession of the Property, or commits or permits waste on the Property.

10 (b) Operator shall cure any defaults within sixty (60) days of receipt of a
11 written notice by the County to remedy any and all defaults. In the event that Operator fails to
12 cure the noticed default, County shall have the right to terminate this Agreement and retake
13 possession of the Property together with all additions, alterations, and improvements thereto by
14 providing Operator thirty (30) days' notice of its intent to terminate. County shall also retain all
15 rights to seek any and all remedies at law or in equity available in the event Operator is in
16 default. Upon the giving of notice of termination, all Operator's rights under this Agreement
17 shall terminate. Promptly after notice of termination, Operator shall surrender and vacate the
18 Property and all improvements in good and clean condition.

19 21. TERMINATION:

20 (a) County's Right to Terminate.

21 1) County, in its sole and subjective right may terminate this
22 Agreement for any reason by giving one hundred eighty (180) days written notice to Operator.
23 Upon such termination, Operator must surrender the Property, and all equipment and
24 improvements thereon (excepting trade fixtures or other removable fixtures owned by the
25 Operator).

26 2) If during the term of this Agreement, the Property is damaged,
27 whether or not from a risk covered by insurance, and subject to the other provisions of this
28 Agreement regarding termination, County shall have the option, but shall not be obligated to

1 make the repairs necessary to restore the Property and all the improvements thereon, to a
2 condition for occupancy or use comparable to the condition thereof before such damage
3 occurred. However, County may determine in its sole discretion, that if it is not feasible to
4 make the necessary repairs or restoration, County shall have the right to terminate this
5 Agreement.

6 (b) Operator's Right to Terminate.

7 1) Operator may terminate this Agreement at any time and for any
8 reason by giving written notice to County at least one hundred eighty (180) days prior to the
9 effective date of such termination. Upon such termination, Operator must surrender the
10 Property, and all improvements and equipment thereon installed by Operator (other than trade
11 fixtures or other removable fixtures owned by Operator) are to be left in good and clean
12 condition and shall become the property of County at no cost or expense to the County.

13 22. NOTICES: All notices, requests, demands, waivers, consents and other
14 communications herein provided to be given, or which may be given by either party to the
15 other, shall be deemed to have been fully given when made in writing and transmitted by
16 electronic email, hand-delivered, sent by certified mail, or deposited in the United States mail,
17 postage prepaid and addressed as follows:

18 If to County:

19 County of Riverside
20 Facilities Management
21 Real Estate Division
22 Attn: Assistant Director of Real Estate
23 3133 Mission Inn Avenue
24 Riverside, CA 92507

25 If to Operator:

26 Cowboys for a Cause
27 Attn: Michael Drake
28 1461 Valley View Ave
Norco, CA 92860

23. MECHANIC'S LIENS. If any mechanic's or materialmen's lien or liens shall be
filed against the Property for work done or materials furnished to a Party, that Party shall, at its

1 own cost and expense, cause such lien or liens to be discharged within fifteen (15) days after
2 notice thereof by filing or causing to be filed a bond or bonds for that purpose. In the event any
3 notice preliminary to establishing such a lien (such as the California Preliminary 20-Day Notice)
4 is served on County for work done on the Premises, County shall immediately forward a copy
5 of such notice to Operator.

6 24. SEVERABILITY: Each section and provision of this Agreement is severable
7 from each other provision. In the event that any one or more of the provisions contained in this
8 Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and
9 enforceability of the remaining provisions contained in this Agreement shall not in any way be
10 affected or impaired thereby. To the extent permitted by applicable law, each Party to this
11 Agreement waives any provision of law that renders any provision of this Agreement invalid,
12 illegal, or unenforceable in any respect. In the event any provision of this Agreement shall be
13 held invalid, illegal, or unenforceable, the parties shall use all reasonable efforts to substitute a
14 valid, legal, and enforceable provision that implements the purposes and intents of this
15 Agreement.

16 25. WAIVER: Failure by a Party to insist upon the strict performance of any of the
17 provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights
18 upon the default of the other party, shall not constitute a waiver of such Party's rights to insist
19 and demand strict compliance by the other Party with the terms of this Agreement thereafter.

20 26. GOVERNING LAW; JURISDICTION: This Agreement shall be governed and
21 construed in accordance with the laws of the State of California. The County and Operator
22 agree that the Agreement has been entered into in Riverside County, California, and that if any
23 action or proceeding is commenced to enforce or interpret this Agreement, venue shall be filed
24 in the Superior Court for the State of California, in Riverside, California.

25 27. INTERPRETATION: The Parties hereto have negotiated this Agreement at
26 arms-length and have been advised by their respective attorneys, or if not represented by an
27 attorney, represent that they had an opportunity to be so represented and no provision
28 contained herein shall be construed against County solely because it prepared this Agreement

1 in its executed form.

2 28. AMENDMENT: This Agreement shall not be modified or amended without the
3 written consent of both Operator and the County incorporated in a written amendment to the
4 Agreement.

5 29. BINDING ON SUCCESSORS: The terms and conditions herein contained shall
6 apply to and bind the heirs, successors-in-interest, executors, administrators, representatives,
7 and assigns of all the Parties hereto.

8 30. AUTHORITY TO EXECUTE: The persons executing this Agreement or
9 exhibits attached hereto on behalf of the Parties to this Agreement hereby warrant and
10 represent that they have the authority to bind the respective Parties to this Agreement to the
11 performance of its obligations herein.


12 31. ENTIRE AGREEMENT: This Agreement, and those documents incorporated
13 herein by reference or attached, (i) constitute the entire Agreement, supersede all other prior
14 agreements and understandings, both written and oral, among the Parties, or any of them, with
15 respect to the subject matter of this Agreement; and (ii) is not intended to confer upon any
16 person other than the Parties to this Agreement any rights or remedies under this Agreement.

17
18 [Signatures on Following Page]
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1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the
2 dates written below.

3
4 **COUNTY:**
5 COUNTY OF RIVERSIDE, a political
6 subdivision of the State of California

OPERATOR:
COWBOYS FOR A CAUSE, a California
nonprofit corporation

7 BY: 
8 V. Manuel Perez, Chairman
Board of Supervisors

By: 
Michael Drake
President

9
10 DATED: NOV 10 2020

DATED: AUGUST 25, 2020

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

15 BY: 
16 Deputy

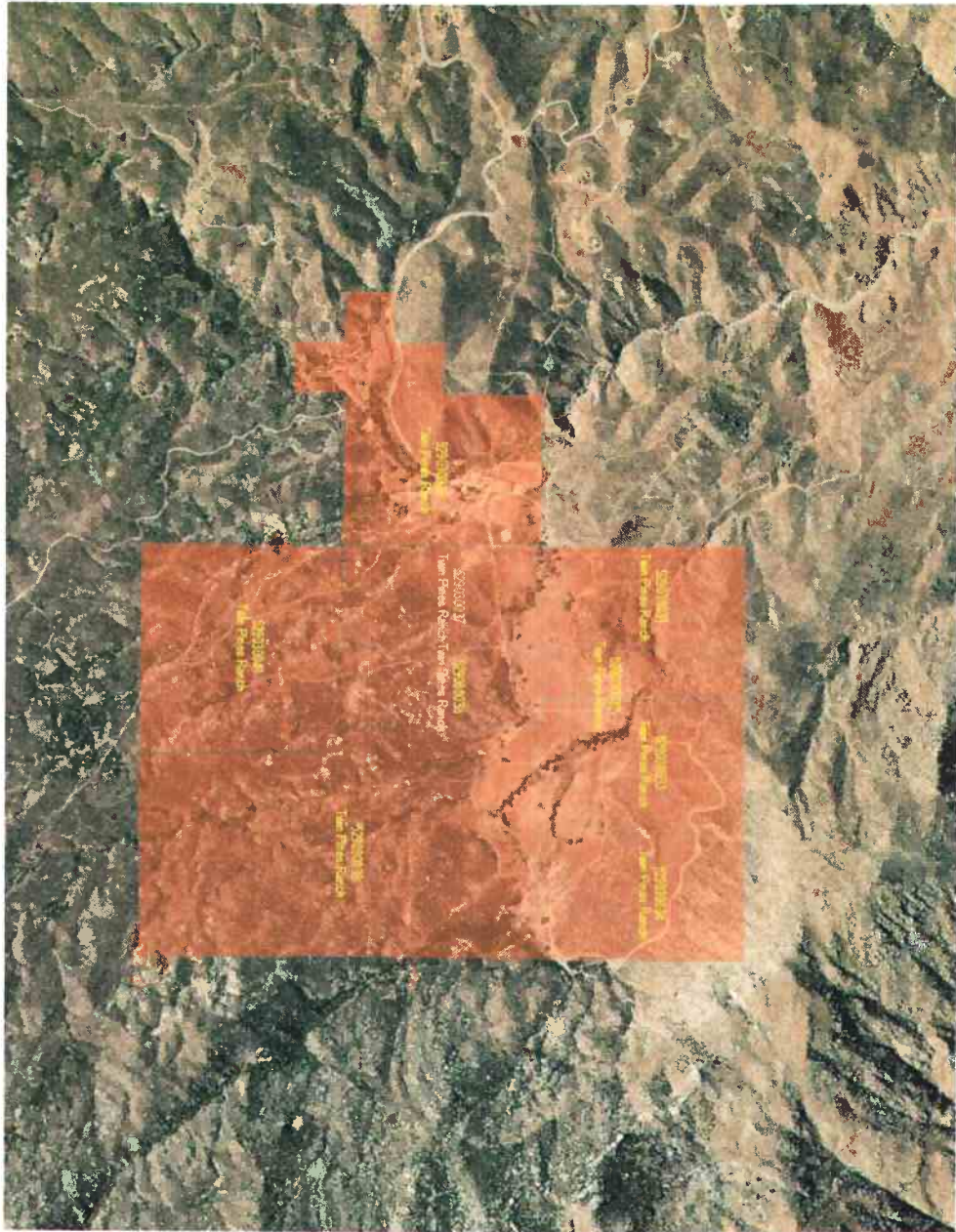
17
18 **APPROVED AS TO FORM:**
19 Gregory P. Priamos
20 County Counsel

21 BY: 
22 Thomas Oh
23 Deputy County Counsel

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25
26 JR:dr/05272020/371FM/30.21

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EXHIBIT "A"
PROPERTY SITE MAP



1 EXHIBIT "C"

2 SCOPE OF OPERATIONS - SCHEDULE OF COMMUNITY PROGRAMS AND SERVICES

3
4 The scope of operations related to community programs and services on the Property offered by
5 Operator shall include but not be limited to the following:

6 Youth Wildlife Tours

7 Agriculture Programs

8 Art and Music Programs

9 Film and Filming Programs

10 Physical Fitness Programs

11 Equestrian Events and Programs

12 Cultural Events

13 Western Art Museum

14 Youth Education Programs

15 Cowboy Training Workshops

16 Physical Fitness and Recreational Programs

17 Charity Events

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9:50

Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: MICHAEL DRAKE

Address: 1553 PACIFIC AVE

City: NORCO Zip: 92860

Phone #: 480 267 3585

Date: 11/10/20 Agenda # 3.8

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

Support Oppose Neutral

I give my 3 minutes to: _____