

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



**ITEM: 3.6  
(ID # 17166)**

**MEETING DATE:**  
Tuesday, October 26, 2021

**FROM :** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of the Third Amendment to License and Operating Agreement (Third Amendment Agreement) Studio 395 Foundation Inc. at the Lakeland Village Community Center, 16275 Grand Ave, Lake Elsinore, CA 92530, CEQA Exempt, District 1. [\$0] (Clerk to file Notice of Exemption)

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

1. Find the Third Amendment Agreement to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption and Section 15061(b)(3), General Rule or Common Sense Exemption;
2. Approve the Third Amendment Agreement for the Lakeland Village Community Center and authorize the Chair of the Board of Supervisors to execute the same on behalf of the County; and
3. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five working days.

**ACTION:Policy**

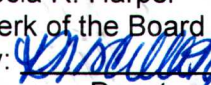
  
Rose Salgado, Director of Facilities Management 9/20/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington and Perez  
Nays: None  
Absent: Hewitt  
Date: October 26, 2021  
xc: FM, Recorder

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2021/22- 2022/23</b>	

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

**BACKGROUND:**

**Summary**

On May 23, 2017, the Board of Supervisors approved Minute Order 3.24, the License and Operating Agreement (Agreement) by and between the County of Riverside (County) and Studio 395 (Operator) for the Lakeland Village Community Center. The Agreement was for a term of approximately three years expiring June 30, 2020. During the term of this Agreement, Studio 395 is obligated to provide community center services which include youth and senior programs and as outlined and further described within the Agreement. The scope of those services include community, recreational and park services, healthcare and food services and programs. The Agreement has since been extended an additional three (3) years until June 30, 2023.

Facilities Management-Real Estate (FM-RE) now proposes to update the Agreement through this Third Amendment to the License and Operating Agreement (Amendment). This update serves to refine and improve the existing "Operator Obligations" as defined within the Agreement. Operator will now be responsible for managing the calendar for the reservations and use of the new and renewed sports amenities in the Lakeland Village Community Center common areas.

Pursuant to the California Environmental Quality Act (CEQA), the Amendment was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1-Existing Facilities and Section 1061 (b) (3) – common sense exemption. The proposed project, the Amendment, is the letting of property where no or negligible expansion of an existing use will occur.

**Impact on Citizens and Businesses**

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

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STATE OF CALIFORNIA

**Attachments:**

- Aerial Image
- Third Amendment to the License and Operating Agreement (3)
- CEQA Notice of Exemption

FV:dr/09082021/FM0417200313/30.558

  
Meghan Hahn, Senior Management Analyst 10/15/2021

  
Gregory V. Priarios, Director County Counsel 10/15/2021



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





1                   **THIRD AMENDMENT TO THE LICENSE AND OPERATING AGREEMENT**  
2                                   **LAKELAND VILLAGE COMMUNITY CENTER.**

3  
4           This **THIRD AMENDMENT TO THE LICENSE AND OPERATING**  
5 **AGREEMENT** ("Third Amendment") is made as of October 26, 2021  
6 by and between the County of Riverside, a political subdivision of the State of  
7 California, ("County"), and Studio 395 Foundation Inc., a non-profit 501 (c)(3)  
8 corporation ("Operator"), sometimes collectively hereinafter referred to as the "Parties".

9                                   **RECITALS**

10           **A.**     Operator and County entered into that certain License and Operating  
11 Agreement dated May 23, 2017, (the "Original Agreement") pursuant to which Operator  
12 agreed to operate out of a community center known as Lakeland Village Community  
13 Center located in the Lakeland Village area of Riverside County, California ("Center"),  
14 as shown in the Exhibit "A" attached to the Original Agreement.

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

19           **C.**     Operator and County entered into that certain Second Amendment to  
20 License and Operating Agreement dated June 16, 2020, (the "Second Amendment")  
21 pursuant to which both Parties agreed to extend the term until June 30, 2023 at the  
22 same annual Fund amount.

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

1           **E.**     Operator provides a wide variety of community programs and services to  
2 the residents of Lakeland Village, and Operator desires to operate a facility to provide  
3 such programs at the Center.

4           **F.**     The Parties desire to amend the Agreement, as hereinafter defined, for  
5 the Operator to be responsible to manage the calendar for the reservation and use of  
6 the sports amenities in the Lakeland Village Community Center common areas.

7           **G.**     The Original Agreement together with the First, Second, and this Third  
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 to amend the  
11 Agreement as follows:

12           **1. OPERATOR OBLIGATIONS.** Section 7 of the Agreement shall be  
13 amended to add the following as Section 7(c): The Operator shall be responsible for  
14 maintaining a calendar for reservation and use of the following sports amenities at the  
15 Lakeland Village Community Center campus; Pickleball Courts, Sand Volleyball,  
16 Basketball Courts, and Handball Courts. Facilities Management will provide necessary  
17 signage instructing all parties interested in using these sports amenities to reserve use  
18 with the Operator.

19           **2. CAPITALIZED TERMS.** Third Amendment to Prevail. Unless defined  
20 herein or the context requires otherwise, all capitalized terms herein shall have the  
21 meaning defined in the Agreement, as heretofore amended. The provisions of this  
22 Third Amendment shall prevail over any inconsistency or conflicting provisions of the  
23 Agreement, as heretofore amended, and shall supplement the remaining provisions  
24 thereof.

25           **3. MISCELLANEOUS.** Except as amended or modified herein, all terms of  
26 the Agreement shall remain in full force and effect. If any provisions of this Third  
27 Amendment shall be determined to be illegal or unenforceable, such determination  
28 shall not affect any other provision of the Agreement. Unless defined herein or the



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

9 **4. EFFECTIVE DATE.** This Third Amendment shall not be binding or  
10 consummated until its approval by the Riverside County Board of Supervisors and fully  
11 executed by the Parties hereto.

12 [SIGNATURES ON FOLLOWING PAGE]  
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1           **IN WITNESS WHEREOF**, the Parties have executed this Third Amendment as  
2 of the date first written above.

3 COUNTY:

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

OPERATOR:

Studio 395 Foundation Inc  
a non-profit 501 (c)(3) corporation

6  
7 By: Karen S. Spiegel  
8 Karen Spiegel, Chair  
Board of Supervisors

By: Rebecca R. Esquibel  
Rebecca R. Esquibel, President

9  
10 ATTEST:  
11 Kecia R. Harper  
Clerk of the Board

12 By: Dilwara Rasso  
13 Deputy

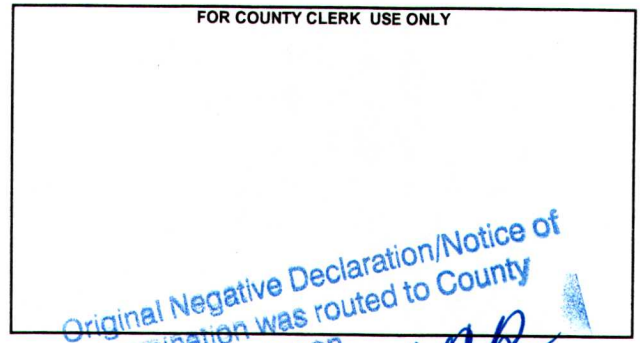
14  
15 APPROVED AS TO FORM:  
16 Gregory P. Priamos  
County Counsel

17 By: Ryan Yabko  
18 Ryan Yabko  
19 Deputy County Counsel

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21 FV:ar/08102021/FM0417200313 /30.558  
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County of Riverside  
Facilities Management  
3133 Mission Inn Avenue, Riverside, CA



**NOTICE OF EXEMPTION**

September 9, 2021

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

**Project Number:** FM0417200313

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

**Description of Project:** Lakeland Village Community Center is located at 16275 Grand Avenue, Lake Elsinore (Community Center). On May 23, 2017, the Board of Supervisors approved Minute Order 3.24, the License and Operating Agreement by and between the County of Riverside (County) and Studio 395 for the Center (Original Agreement). The Original Agreement was for a term of approximately three years, commencing on the effective date that both parties have signed the Agreement and expiring June 30, 2020. During the term of this Agreement, Studio 395 is obligated to provide community center services which include youth and senior programs and as outlined and further described within the Original Agreement. The scope of those services will include community, recreational and park services, healthcare and food programs.

On July 2, 2019, the Board of Supervisors approved Minute Order 3.6, the First Amendment to the License and Operating Agreement (First Amendment Agreement). This First Amendment Agreement served to refine and improve the Original Agreement and to formally address background checks and confidentiality with all Community Center Operators.

On June 16, 2020, the Board of Supervisors approved Minute Order 3.18, the Second Amendment to the License and Operating Agreement (Second Amendment Agreement). This Second Amendment Agreement served the extension of the Original Agreement for an additional three years and provides for a flat annual reimbursement to the Operator for community services performed.

Facilities Management-Real Estate Division (FM-RED) now proposes to update the Operating Agreement through this Third Amendment Agreement. This update serves to refine and improve the existing Operator Obligations defined in the Operating Agreement. Operator should be responsible to manage the calendar for the reservation and use of the sports amenities in the Lakeland Village Community Center common areas. The Third Amendment is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the facility will continue to provide public services and will not result in an expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

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

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

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


OCT 26 2021 3.6



**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 Third Amendment.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project, as proposed, is limited to a lease regarding an existing community center. The project will not require physical modifications to the existing site which would increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed Third Amendment to the Lease Agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 9/9/21  
Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management



**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

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

**Accounting String: 524830-21830-7201200000 - FM0417200313**

DATE: September 9, 2021

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: **Florycell Valenzuela, 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 9, 2021  
To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk  
From: Mike Sullivan, Senior Environmental Planner, Facilities Management  
Subject: **County of Riverside Facilities Management Project # FM0417200313**  
Third Amendment to License and Operating Agreement at Lakeland Village  
Community Center

The Riverside County's Facilities Management's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to:**

**Mail Stop #2600**

**Attention: Mike Sullivan, Senior Environmental Planner,**

**Facilities Management,**

**3133 Mission Inn Avenue, Riverside, CA 92507**

**If you have any questions, please contact Mike Sullivan at 955-8009 or email at [msullivan@rivco.org](mailto:msullivan@rivco.org).**

Attachment

cc: file