

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



**ITEM: 3.34
(ID # 21525)**

MEETING DATE:

Tuesday, June 27, 2023

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of the Fourth Amendment to License and Operating Agreement between County of Riverside and Studio 395 Foundation at the Lakeland Village Community Center, 16275 Grand Ave, Lake Elsinore, CA 92530, 3 Year Lease Extension, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3), District 2. [Total Cost: \$360,000 100% General Funds 10000] (Clerk to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption;
2. Approve the attached Fourth Amendment to License and Operating 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;
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; and,
4. Direct the Clerk of the Board to return two copies of the Fourth Amendment to License and Operating Agreement to Facilities Management.

ACTION:Policy


Rose Salgado, Director of Facilities Management 6/8/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 27, 2023
xc: FM-RE, Recorder

Kimberly A. Rector
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	\$ 0	\$120,000	\$360,000	\$ 0
NET COUNTY COST	\$ 0	\$120,000	\$360,000	\$ 0
SOURCE OF FUNDS: 100% General Fund 10000			Budget Adjustment: No	
			For Fiscal Year: 23/24-25/26	

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 includes recreational and park services, healthcare and food services and other community center programs.

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

On June 16, 2020, the Board of Supervisors approved Minute Order 3.18, the Second Amendment to License and Operating Agreement (Second Amendment Agreement). The Second Amendment Agreement served to extend the term for three years at the same annual fund amount.

On October 26, 2021, the Board of Supervisors approved Minute Order 3.6, the Third Amendment to License and Operating Agreement (Third Amendment Agreement). The Third Amendment Agreement provides that the Operator shall be responsible for managing the calendar for reservations and use of the sports amenities in the Lakeland Village Community Center common areas.

Facilities Management-Real Estate (FM-RE) now proposes to update the Agreement through this Fourth Amendment to the License and Operating Agreement. This update effort serves to extend the term for an additional three (3) years expiring 6/30/2026, increase the annual reimbursement fund amount and update the notification addresses for both parties.

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

Pursuant to the California Environmental Quality Act (CEQA), the Fourth Amendment was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption. The proposed project, the Fourth Amendment, is the continuation of the letting of property involving existing facilities with no significant physical changes, and no expansion of an existing use occurring.

Impact on Citizens and Businesses

The provision of community services by an Operator at Lakeland Village Community Center provides improved efficiency and expanded delivery of service and programs for the residents and surrounding areas of Lakeland Village.


ATTACHMENTS:

- Aerial Image
- Notice of Exemption
- Fourth Amendment to the License and Operating Agreement

MH:kt/05312023/LE035/30.936


Veronica Santillan, Principal Management Analyst 6/20/2023

County of Riverside
Facilities Management
3450 14th St, 2nd Floor, Riverside, CA

FILED / POSTED		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202300687		
06/29/2023 08:00 AM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

May 11, 2023

Project Name: Approval of the Fourth Amendment to License and Operating Agreement with Studio 365 Foundation Inc. at the Lakeland Village Community Center

Project Number: FM047431003500

Project Location: 16275 Grand Avenue, north of Santa Rosa Drive, Lake Elsinore, California 92530, Assessor's Parcel Number (APN) 381-300-004

Description of Project: 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 three years expiring June 30, 2020. During the term of this Agreement, Studio 395 was 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 includes community, recreational and park services, healthcare and food services and programs.

On July 2, 2019, the Board of Supervisors approved Minute Order 3.6, the First Amendment to License and Operating Agreement (First Amendment Agreement). The First Amendment Agreement served to refine and improve the Operating Agreement and to formally address background checks and confidentiality with all Community Centers Operators. On June 16, 2020, the Board of Supervisors approved Minute Order 3.18, the Second Amendment to License and Operating Agreement (Second Amendment Agreement). The Second Amendment Agreement served to extend the term for three years. On October 26, 2021, the Board of Supervisors approved Minute Order 3.6, the Third Amendment to License and Operating Agreement (Third Amendment Agreement). The Third Amendment Agreement serves for the Operator to be responsible for managing the calendar for reservations and use of the sports amenities in the Lakeland Village Community Center common areas.

Facilities Management-Real Estate (FM-RE) now proposes to update the Agreement through a Fourth Amendment to the License and Operating Agreement (Fourth Amendment). The Fourth Amendment serves to extend the term an additional three years expiring June 30, 2026, increase the annual fund amount to \$120,000, and update the notification addresses for both parties. The Fourth Amendment is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is for the use of an existing facility and no expansion will occur. The operation of the facility will continue to provide community services. 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), "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

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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 Fourth Amendment, extending the term for use of an existing facility.

- **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 use of the existing Lakeland Village Community Center. The project would not substantially increase or expand the use of the site; use 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 Fourth Amendment is an administrative action to allow for the use of the existing space at the Lakeland Village Community Center. 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: 5-11-2023

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

1 **FOURTH AMENDMENT TO THE LICENSE AND OPERATING AGREEMENT**

2 **LAKELAND VILLAGE COMMUNITY CENTER**

3
4 This **FOURTH AMENDMENT TO THE LICENSE AND OPERATING**
5 **AGREEMENT** ("Fourth Amendment") is made as of June 27th, 2023
6 by and between the County of Riverside, a political subdivision of the State of
7 California ("County"), and Studio 395 Foundation, a nonprofit corporation ("Operator"),
8 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 ("Center") known as Lakeland Village
13 Community Center located in the Lakeland Village area of Riverside County, California,
14 as shown in the Exhibit "A" attached to the Original Agreement.

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

19 **C.** Operator and County entered into that certain Second Amendment to the
20 Original Agreement dated June 16, 2020, (the "Second Amendment") pursuant to
21 which both Parties agreed to a three-year extension of the original lease term at the
22 same annual Fund amount.

23 **D.** Operator and County entered into that certain Third Amendment to the
24 Original Agreement dated October 26, 2021, (the Third Amendment") pursuant to
25 which both Parties agreed for the Operator to be responsible to manage the calendar
26 for the reservation and use of the sports amenities in the Lakeland Village Community
27 Center common areas.

28 **E.** The Parties now desire to extend the term for three (3) years, increase

1 the annual Fund amount, and update the Parties' addresses for Notices.

2 **F.** The Original Agreement as amended by the First, Second, and Third
3 Amendments is referred to herein as the "Agreement."

4 **NOW THEREFORE**, for good and valuable consideration, the receipt and
5 adequacy of which is hereby acknowledged, the Parties agree to amend the
6 Agreement as follows:

7 **1. TERM.** Section 4 of the Agreement shall be amended as follows:

8 The term of this Agreement shall be extended for three (3) years, commencing July 1,
9 2023 and expiring June 30, 2026 ("Extended Term").

10 **2. OPERATION REIMBURSEMENT FUND.** Section 8 of the Agreement
11 shall be amended as follows:

12 Exhibit "D" shall be deleted in its entirety and replaced with Exhibit "D-2", attached
13 hereto and by reference incorporated herein, to reflect the schedule of the allocated
14 funds for the Extended Term.

15 All other language in Section 8 of the Original Agreement shall remain in full force and
16 effect.

17 **3. NOTICES.** Section 23 of the agreement is hereby amended to replace
18 the existing Party notice addresses to the following:

19 County's Notification Address:

20 County of Riverside

21 Facilities Management – Real Estate Division

22 3450 14th Street, Suite 200

23 Riverside, CA 92501

24 Lessee's Notification Address:

25 Studio 395 Foundation, Inc.

26 P.O. Box 395

27 Lake Elsinore, CA 92530

28 Attn: Rebecca Esquibel

1
2 **4. RECONCILIATION OF NUMBERING.** The First Amendment amended
3 the Agreement to add a Section 7(c) and (d). The Third Amendment amended the
4 Agreement to add another Section 7(c). These First Amendment additions shall keep
5 their designation 7(c) and 7(d), and the Third Amendment addition shall be
6 renumbered to be Section 7(d).

7 **5. FOURTH AMENDMENT TO PREVAIL.** The provisions of this Fourth
8 Amendment shall prevail over any inconsistency or conflicting provisions of the
9 Agreement, and shall supplement the remaining provisions.


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

22 **7. EFFECTIVE DATE.** This Fourth Amendment shall not be binding or
23 consummated until its approval by the Riverside County Board of Supervisors and fully
24 executed by the Parties hereto.

1 **IN WITNESS WHEREOF**, the Parties have executed this Fourth Amendment.


2
3 **COUNTY:**

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


6
7 By: 
8 Kevin Jeffries, Chair
Board of Supervisors

OPERATOR:

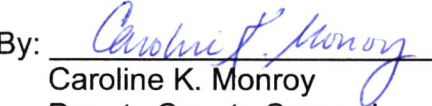
Studio 395 Foundation Inc
a non-profit 501 (c)(3) corporation

By: 
Rebecca R. Esquibel, President

9
10 **ATTEST:**
11 Kimberly Rector
Clerk of the Board

12 By: 
13 Deputy

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15 **APPROVED AS TO FORM:**
16 Minh C. Tran
County Counsel

17 By: 
18 Caroline K. Monroy
Deputy County Counsel

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EXHIBIT "D-2"
SCHEDULE OF OPERATOR'S REIMBURSEMENT FUND
FOR LAKELAND VILLAGE CENTER

Fiscal Year	Dates	Funds Allocated
2023/2024	July 1, 2023 – June 30, 2024	\$120,000
2024/2025	July 1, 2024 – June 30, 2025	\$120,000
2025/2026	July 1, 2025 – June 30, 2026	\$120,000

