

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



**ITEM: 3.37**  
(ID # 21488)

**MEETING DATE:**

Tuesday, June 27, 2023

**FROM :** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT- REAL ESTATE (FM-RE): Approval of the Third Amendment to the Master License and Operating Agreement for Norton Younglove Community Center and James A. Venable Community Center / Cabazon Child Development Center, between the County of Riverside and Family Services Association, CEQA Exempt, pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); Districts 1, and 5. [Total Cost: \$900,000 General Fund 100%] (Clerk to file Notice of Exemption)

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

1. Find the Third Amendment to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption;
2. Approve the Third Amendment for the Norton Younglove Community Center and James Venable Community Center / Cabazon Child Development 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 five (5) days from Board approval.

**ACTION:Policy**

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

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**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**

<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	\$300,000	\$900,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$300,000	\$900,000	\$ 0
<b>SOURCE OF FUNDS:</b> General Funds – 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 23/24-25/26	

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

**BACKGROUND:**

**Summary**

On May 9, 2017, the Board of Supervisors approved Minute Order 3.10, the Master License and Operating Agreement by and between the County of Riverside (County) and Family Service Association (FSA) for operations of the Norton Younglove Community Center, James A. Venable Community Center / Cabazon Child Development Center and Eddie Dee Smith Senior Center (Agreement). The Agreement was for a term of approximately three years expiring June 30, 2020. During the term of this Agreement, FSA is required to provide community center services which include youth, adult and senior programs as outlined and further described within the Agreement. The scope of those services includes community, recreational, healthcare, child development, and food programs.

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

On June 30, 2020, the Board of Supervisors approved Minute Order 3.16, the Second Amendment to the Agreement. This Second Amendment served to extend the term for three years at the same annual amount and transfer the Eddie Dee Smith Senior Center to the City of Jurupa on June 30, 2020 and remove this facility from the scope of the Agreement through the Second Amendment.

Facilities Management-Real Estate (FM-RE) now proposes to update the Agreement through this Third Amendment. This update serves to extend the Agreement for an additional three (3) years and provides for a flat annual reimbursement to the Operator for community services performed.

Pursuant to the California Environmental Quality Act (CEQA), the Third 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 Third Amendment, is the continuation of the

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

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 continued delivery of services by FSA at the Norton Younglove Community Center and James Venable Community Center / Cabazon Child Development Center provides improved efficiency and expanded programs for the residents and families in these regions of the County. This Third Amendment will benefit the residents, businesses, and the Community as a whole.

**Lease & Amendments:**

**Date and M.O.**

Master License and Operating Agreement	5/9/2017 M.O. 3.10
First Amendment to License and Operating Agreement	7/2/2019 M.O. 3.6
Second Amendment to License and Operating Agreement	6/30/2020 M.O. 3.16

**ATTACHMENTS:**

- Aerial-James A Venable Community Center
- Aerial-Norton Younglove Community Center
- Notice of Exemption
- Third Amendment to Master License & Operating Agreement


MH:cb/05042023/CB009/RV588/30.930

  
Veronica Santillan, Principal Management Analyst 6/20/2023

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> St, 2<sup>nd</sup> Floor, Riverside, CA

**FILED / POSTED**  
County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder  
E-202300690  
06/29/2023 08:14 AM Fee: \$ 50.00  
Page 1 of 2

Removed: \_\_\_\_\_ By: \_\_\_\_\_ Deputy \_\_\_\_\_



**NOTICE OF EXEMPTION**

May 4, 2023

**Project Name:** Approval of Third Amendment to Master License and Operating Agreement with Family Services Association at Norton Younglove Community Center and James A. Venable Community Center/Cabazon Child Development Center

**Project Number:** FM04716000900

**Project Locations**

Norton Younglove Community Center: 459 Center Street, east of Michigan Avenue, Riverside California, 92507, Assessor's Parcel Number (APN) 255-080-041

James A. Venable Community Center and Cabazon Child Development Center: 50390 Carmen Avenue, east of Broadway, Cabazon, California 92230, APN 526-170-020

**Description of Project:** On May 9, 2017, the Board of Supervisors approved Minute Order 3.10, the Master License and Operating Agreement by and between the County of Riverside (County) and Family Service Association (FSA) for operations of the Norton Younglove Community Center, James A. Venable Community Center/Cabazon Child Development Center and Eddie Dee Smith Senior Center (Agreement). The Agreement was for a term of approximately three years expiring June 30, 2020. During the term of this Agreement, FSA is required to provide community center services which include youth, adult, and senior programs as outlined and further described within the Agreement. The scope of those services includes community, recreational, healthcare, child development, and food programs.

On July 2, 2019, the Board of Supervisors approved Minute Order 3.6, the First Amendment to the Agreement. This First Amendment served to refine and improve the Agreement and to formally address the necessity for background checks and confidentiality with all Community Center Operators. On June 30, 2020, the Board of Supervisors approved Minute Order 3.16, the Second Amendment to the Agreement. This Second Amendment served to extend the term for three years at the same annual fund amounts and transfer the Eddie Dee Smith Senior Center to the City of Jurupa Valley on June 30, 2020, removing this facility from the scope of the Agreement through the Second Amendment.

Facilities Management-Real Estate (FM-RE) now proposes to update the Agreement through a third amendment which would update serves to extend the Agreement for an additional three years and provide for a flat annual reimbursement to the Operator for community services performed.

The Third Amendment to the Agreement is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is for the use of existing facilities and no expansion of the existing facility will occur. The operation of the facilities 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

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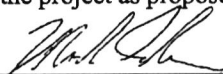
**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**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 to the Agreement, permitting continued use of existing facilities.

- **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 continued use of the existing community centers in Riverside and Cabazon. The project would not substantially increase or expand the use of the sites; and is limited to revising the reimbursement of services structure and the extension of term, which will result in the continued use of the sites 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 Third Amendment to the Agreement is limited to an extension of term for continued use of existing facilities which will not expand or increase the capacity or intensity of use of the sites. The use and operation of the facilities 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 sites 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: 5-4-2023

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

1 **THIRD AMENDMENT TO THE MASTER LICENSE AND OPERATING AGREEMENT**  
2 JAMES A. VENABLE COMMUNITY CENTER, 50390 CARMEN AVE., CABAZON  
3 NORTON YOUNGLOVE COMMUNITY CENTER, 459 CENTERS ST., RIVERSIDE  
4

5 This **THIRD AMENDMENT TO THE MASTER LICENSE AND OPERATING**  
6 **AGREEMENT** ("Third Amendment") is made as of June 12, 2023 by  
7 and between the County of Riverside, a political subdivision of the State of California,  
8 ("County"), and Family Service Association, Inc. a California nonprofit corporation  
9 ("Operator"), sometimes collectively hereinafter referred to as the "Parties".

10 **RECITALS**

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

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 certain language pertaining to background  
18 checks and confidentiality;

19 **C.** Operator and County entered into that certain Second Amendment to  
20 License and Operating Agreement dated June 30, 2020, (the "Second Amendment")  
21 pursuant to which the County and the Operator have agreed to a three-year extension  
22 of the Original Lease term at the same annual Fund amount and transfer the Eddie  
23 Dee Smith Senior Center to the City of Jurupa Valley;

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

1           **E.**     Operator provides a wide variety of community programs and services to  
2 the residents of Riverside County, and Operator desires to operate a facility to provide  
3 such programs at the Centers;

4           **F.**     The Parties desire to amend the Agreement, as hereinafter defined, by  
5 extending the term of the Agreement for three (3) years, increasing the annual Fund  
6 amount, amending the square footage, and updating the address for both parties under  
7 Notices.

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

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

12           **1. TERM.**   Section 4 of the Original Agreement shall be amended as  
13 follows: The term of this Agreement shall be extended for three (3) years commencing  
14 on July 1, 2023 and expiring June 30, 2026 ("Extended Term").

15           **2. OPERATION REIMBURSEMENT FUND.** Section 8 of the Agreement  
16 shall be amended as follows: Exhibit "D" shall be deleted in its entirety and replaced  
17 with Exhibit "D-2", attached hereto and by reference incorporated herein, to reflect the  
18 schedule of the allocated funds for the Extended Term. All other language in Section 8  
19 of the Original Agreement shall remain in full force and effect.

20           **3. DESCRIPTION OF PROPERTY.** Section 3 (c) of the Agreement is  
21 hereby amended by the following:

22                   a. The square footage of the Property shall decrease from 13,035 to  
23 11,194 to exclude Board of Supervisors 5<sup>th</sup> District space.

24                   b. Exhibit "B-3" of the Original Agreement is hereby deleted in its  
25 entirety and replaced with Exhibit "B-4" attached hereto and incorporated herein by  
26 reference.

27           **4. NOTICES.** Section 23 of the Agreement is hereby amended by the  
28 following:

1 County' Notification Address:

2 County of Riverside

3 Facilities Management – Real Estate Division

4 3450 14<sup>th</sup> Street, Suite 200

5 Riverside, CA 92501

6 ATTN: Deputy Director of Real Estate

7 (951) 955-4820

8 Additional Notification/Inquiries: FM-leasing@rivco.org

9 Operator's Notification Address:

10 Family Service Association

11 21250 Box Springs Road, Suite 2015

12 Moreno Valley, CA 92557

13 ATTN: Cheryl-Marie Hansberger

14 951-405-4826

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

27 **6. Capitalized Terms.** Third Amendment to prevail. Unless defined herein  
28 or the context requires otherwise, all capitalized terms herein shall have the meaning



1 defined in the Lease, as heretofore amended. The provisions of this Third Amendment  
2 shall prevail over any inconsistency or conflicting provisions of the Lease, as heretofore  
3 amended, and shall supplement the remaining provisions thereof.

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

7  
8 **IN WITNESS WHEREOF**, the Parties have executed this Third Amendment as  
9 of the date first written above.

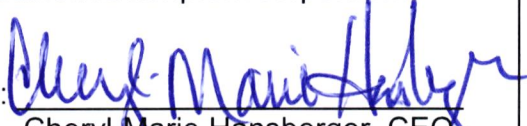
10  
11 COUNTY:

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

14   
15 By: \_\_\_\_\_  
16 Kevin Jeffries, Chair  
Board of Supervisors

OPERATOR:


Family Service Association, Inc.  
a California nonprofit corporation

17   
18 By: \_\_\_\_\_  
19 Cheryl-Marie Hansberger, CEO

20  
21 ATTEST:

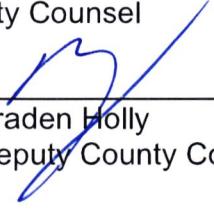
22 **KIMBERLY A. RECTOR**

23 Clerk of the Board

24   
25 By: \_\_\_\_\_  
26 Deputy

27  
28 APPROVED AS TO FORM:

Minh C. Tran  
County Counsel

29   
30 By: \_\_\_\_\_  
31 Braden Holly  
32 Deputy County Counsel

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EXHIBIT "A"  
Community Centers

Norton Younglove Community Center  
459 Center Street  
Riverside, CA 92509

James A. Venable Community Center and  
Cabazon Child Development Center  
50390 Carmen Avenue  
Cabazon, CA 92230

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EXHIBIT "D-2"

SCHEDULE OF OPERATOR'S REIMBURSEMENT FUND

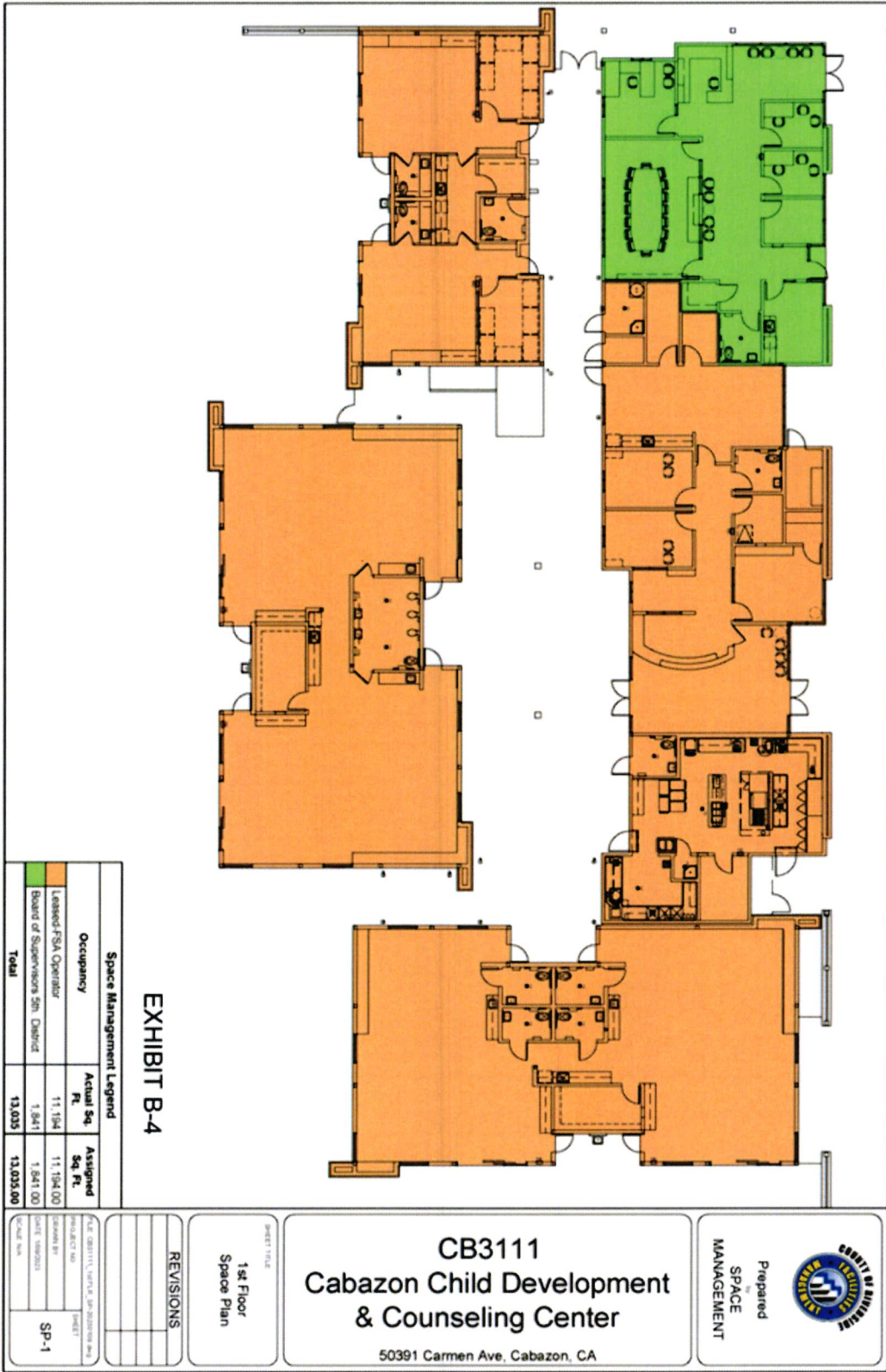
Highgrove (Norton Younglove Community Center) Reimbursement Schedule:

Fiscal Year	Dates	Funds Allocated
2023/2024	July 1, 2023 – June 30, 2024	\$140,000
2024/2025	July 1, 2024 – June 30, 2025	\$140,000
2025/2026	July 1, 2025 – June 30, 2026	\$140,000

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

Fiscal Year	Dates	Funds Allocated
2023/2024	July 1, 2023 – June 30, 2024	\$160,000
2024/2025	July 1, 2024 – June 30, 2025	\$160,000
2025/2026	July 1, 2025 – June 30, 2026	\$160,000

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**Norton Younglove Community Center**

459 Center Street, Riverside, CA 92507



# James A. Venable Community Center

50390 Carmen Avenue, Cabazon, CA 92230



## Legend

— County Centerlines



**\*IMPORTANT\*** Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

## Notes

APN 526-170-020  
Leased area outlined in blue  
District 5

0 376 752 Feet

REPORT PRINTED ON... 5/1/2023 10:47:18 AM

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