

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



**ITEM: 3.14**  
(ID # 24090)

**MEETING DATE:**  
Tuesday, April 02, 2024

**FROM :** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT - REAL ESTATE (FM-RE): Ratification and Approval of the First Amendment to Lease with Cowboys-for-a-Cause, a California Nonprofit Corporation located at 49500 Twin Pines Road, Banning, commonly known as Twin Pines Ranch. Amend the Lease Pertaining to Maintenance Rights and Responsibilities, California Environmental Quality Act Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 4. [\$0] (Clerk to file Notice of Exemption).

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption;
2. Ratify and approve the attached First Amendment to Lease with Cowboys-for-a-Cause, a California nonprofit corporation, and authorize the Chair of the Board to execute the same on behalf of the County;
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk and State Clearinghouse within five (5) working days of approval by the Board.

**ACTION:Policy**

  
Rose Salgado, Director of Facilities Management 4/26/2024

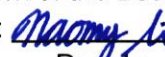
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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez 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: April 2, 2024  
xc: FM-RE, Recorder/State Clearinghouse

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	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	<b>No</b>
			<b>For Fiscal Year: FY 23/24</b>	

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

**BACKGROUND:**

**Summary**

Cowboys-for-a-Cause, a California nonprofit corporation, has been the Operator under a License and Operating agreement with the County of Riverside at 49500 Twin Pines Road, Banning, since November 10, 2020 (Original Agreement).

The Original Agreement provided that Cowboys-for-a-Cause maintain all improvements on the property at its sole cost and expense but did not delineate responsibility of the underground fuel tanks and generators that were to be maintained by the County. It was mutually desired that clarification was required pertaining to the County's obligations, and this First Amendment to the Original Agreement sets forth and clarifies that the maintenance obligations for the onsite fuel tanks and generators were to remain the responsibility of the County as per the original and approved staff report.

Pursuant to the California Environmental Quality Act (CEQA), the First 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 Lease, is the letting of property involving existing facilities.

This License and Operating Agreement is summarized below:

**Owner:** County of Riverside  
Facilities Management, Real Estate Division  
3450 14<sup>th</sup> St. Suite 200, Riverside, CA 92501

**Operator:** Cowboys-for-a-Cause  
Michael Drake  
1461 Valley View Avenue, Norco CA 92860

**Location:** 49500 Twin Pines Rd, Banning, CA 92220

**Size:** 1,120 Acres

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

**Term:** Commenced November 10, 2020 and expires on June 30, 2040

**Options:** Two (2) options of ten (10) years each

**Termination:** One hundred eighty (180) days written notice

**Rent:** \$500 per year as consideration

**Utilities:** Paid for by Operator

**Maintenance:** Operator shall, at its sole cost and expense, maintain any and all improvements on the Property, with exception of the fuel tanks and generator.

**Custodial:** Operator shall, at its sole cost be responsible for custodial services.

This Lease has been approved as to form by County Counsel.

**Impact on Residents and Businesses**

This First Amendment will clarify the maintenance obligations of the fuel tanks and generator on the Property to the County of Riverside to ensure that those improvements fully comply with all applicable ordinances and state and federal laws associated with the maintenance and upkeep of the tanks and generator.

**Attachments:**

- First Amendment
- Notice of Exemption
- Aerial

  
\_\_\_\_\_  
Aaron Gettis, Chief of Deputy County Counsel      3/21/2024

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

**FILED / POSTED**

County of Riverside  
Peter Aldana  
Assessor-County Clerk-Recorder

E-202400369  
04/03/2024 09:14 AM Fee: \$ 50.00  
Page 1 of 2

Removed: By: Deputy



## NOTICE OF EXEMPTION

February 1, 2024

**Project Name:** Approval of First Amendment to Lease Agreement with Cowboys for a Cause, a California Non-Profit Corporation (Cowboys for a Cause), located Twin Pines Ranch, Banning

**Project Number:** FM047130003700

**Project Location:** 49500 Twin Pines Road, east of Highway 243, Banning California 92220, Assessor's Parcel Numbers (APNs) 529-030-036, 529-030-031, 529-030-032, 529-030-033, 529-030-034, 529-030-039, 529-030-038, 529-030-037, 529-030-041

**Description of Project:** Cowboys for a Cause, a California nonprofit corporation, has been the Operator under a License and Operating agreement with the County of Riverside at 49500 Twin Pines Road, Banning, since November 10, 2020 (original License and Operating Agreement).

The lease provides that Cowboys for a Cause maintain all improvements on the property at its sole cost and expense with the exception of the fuel tanks and generator. It was acknowledged that clarification was required pertaining to the County's obligations, and a First Amendment to Lease will set forth and clarify the maintenance obligations by the County and Lessee pertaining to the onsite fuel tanks and generator. The First Amendment to the Lease Agreement is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is limited to the clarification of responsibilities for an existing facility and no expansion will occur. The operation of the facility will continue to provide public 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.

**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 First Amendment to the Lease 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 clarification of responsibilities for an existing facility. The project would not increase or expand the use of the site; and the use is limited to the continued use of the existing facility 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 First Amendment to the Lease Agreement is an administrative action to clarification of responsibilities at an existing facility. No change will occur to the ongoing use of the facility and no new environmental impacts to the surrounding area 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: 2-1-2024  
Mike Sullivan,  
County of Riverside, Facilities Management

**FIRST AMENDMENT TO  
TWIN PINES RANCH  
LICENSE AND OPERATING AGREEMENT  
49500 TWIN PINES ROAD BANNING, CALIFORNIA**

This First Amendment to License and Operating Agreement (“Agreement”) is made and entered into on 4/02/24, by and between the County of Riverside, a political subdivision of the State of California (“County”), and Cowboy’s for a Cause, a California nonprofit corporation (“Operator”), sometimes collectively hereinafter referred to as the “Parties”.

**RECITALS**

WHEREAS, the County of Riverside is the owner of certain real property located at 49500 Twin Pines Road, Banning, California 92220 commonly known as Twin Pines Ranch and 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 (“Property”), as shown in Exhibit “A”, Property Site Map, attached hereto and incorporated herein by reference; and

WHEREAS, and the County and Operator entered into that certain license agreement dated November 10, 2020, and terminating on June 30, 2040 (“Original License”), for the purpose of providing recreational programs to the community; and

WHEREAS, Operator continues to provides a wide variety of public programs and services geared towards veterans and teens in need, and Operator desires to continue operating a facility to provide such programs at the Twin Pines Ranch and on the Property; and

WHEREAS, The Original License together with this Agreement are collectively referred to herein as the “License.”

WHEREAS, the Parties desire to amend the License and to more specifically set forth certain maintenance obligations of the County on the Property as well as items listed in Exhibit “D”.

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

APR 02 2024 3.14

1           1.     MAINTENANCE RIGHTS AND RESPONSIBILITIES: Section 12 of the Original  
2 License is amended by adding subsection "f" as follows:

3                     12(f). County shall maintain and pay for the maintenance of the fuel tanks and  
4 generator on the Property, as well as fully comply with all applicable ordinances and state and  
5 federal laws associated with the maintenance and upkeep of the tanks and generator located  
6 on the Property.

7           2.     NOTICES: Section 22 of the License and Operating Agreement is amended by  
8 the following: All notices, requests, demands, waivers, consents and other communications  
9 herein provided to be given, or which may be given by either party to the other, shall be  
10 deemed to have been fully given when made in writing and transmitted by electronic email,  
11 hand-delivered, sent by certified mail, or deposited in the United States mail, postage prepaid  
12 and addressed as follows:

13 If to County:

14                     County of Riverside  
15                     Facilities Management  
16                     Real Estate Division  
17                     3450 14<sup>th</sup> St., Suite 200  
18                     Riverside, CA 92501  
19                     ATTN: Deputy Director of Real Estate  
20                     Telephone:(951) 955-4820  
21                     Other Inquiries – FM-Leasing@Rivco.org

23 If to Operator:

24                     Cowboy's for a Cause  
25                     Attn: Michael Drake  
26                     1461 Valley View Ave  
27                     Norco, CA 92860  
28                     Telephone:(480) 262-3585

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

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

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

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

16          7.       Except as amended or modified herein, all the terms of the Original Lease shall  
17 remain in full force and effect and shall apply with the same force and effect. Time is of the  
18 essence in this Agreement and the License. If any provisions of this Agreement or the License  
19 shall be determined to be illegal or unenforceable, such determination shall not affect any other  
20 provision of the License and all such other provisions shall remain in full force and effect. The  
21 language in all parts of the License shall be construed according to its normal and usual  
22 meaning and not strictly for or against either County or Operator. Neither this Agreement, nor  
23 the Original License, nor any notice nor memorandum regarding the terms hereof, shall be  
24 recorded by Operator.

25          8.       EFFECTIVE DATE. This amendment to the License shall not be binding or  
26 consummated until its approval by the Riverside County Board of Supervisors and fully  
27 executed by the Parties.

28                               Signature Provisions on Following Page



1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be as of the  
2 date written.

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

**LICENSEE & OPERATOR:**  
COWBOY'S FOR A CAUSE, a  
501(c)(3) corporation

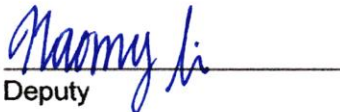
7 BY:   
8 **CHUCK WASHINGTON**, Chair  
Board of Supervisors

By:   
Michael Drake  
President

9  
10 DATED: 4/02/2024

DATED: March 3, 2024

11  
12 **ATTEST:**  
13 Kimberly A. Rector  
14 Clerk of the Board

15 By:   
16 Deputy

17  
18 **APPROVED AS TO FORM:**  
19 Minh C. Tran  
20 County Counsel

21 BY:   
22 Braden Holly  
23 Deputy County Counsel

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EXHIBIT "A"  
PROPERTY SITE MAP

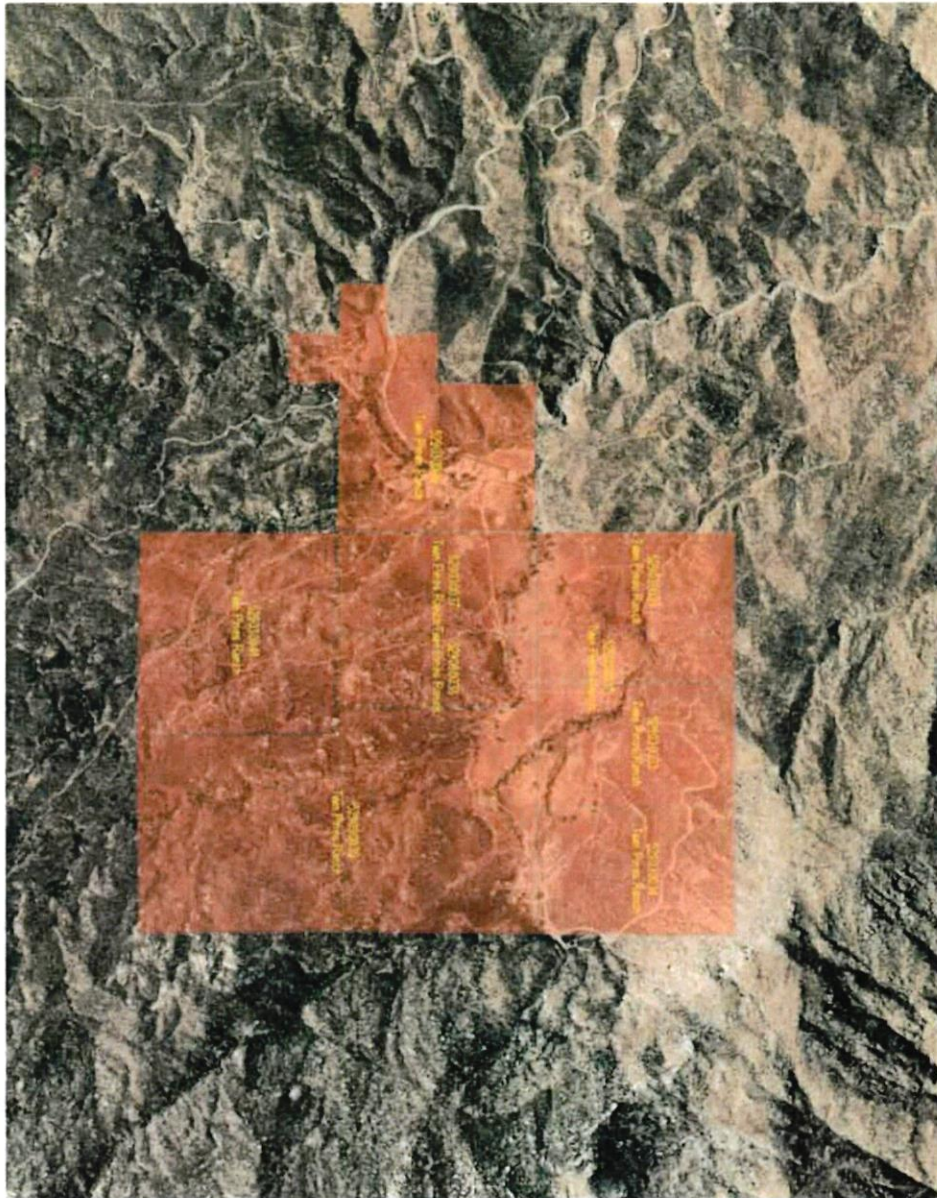
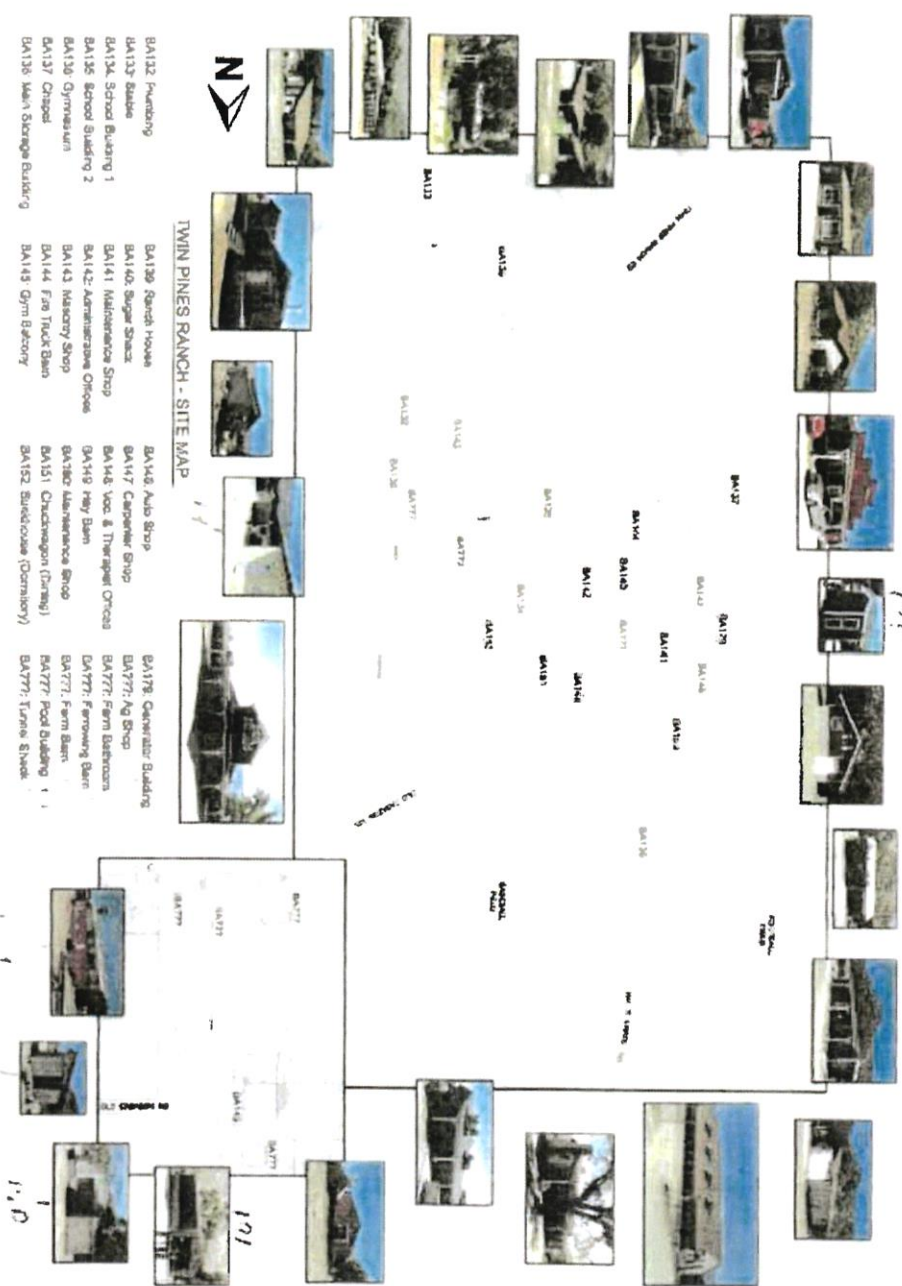


EXHIBIT "B"

TWIN PINES RANCH SITE PLAN

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1 EXHIBIT "C"

2 SCOPE OF OPERATIONS - SCHEDULE OF COMMUNITY PROGRAMS AND SERVICES

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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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49500 Twin Pines Rd, Banning, CA 92220

APN: 529-030-031, 032, 033, 034, 036, 037, 038, 039, 041



Legend

-  County Boundary
-  City Boundaries



**\*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.

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Notes

District: 5