

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



**ITEM: 3.16  
(ID # 23890)**

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

**FROM :** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT - REAL ESTATE (FM-RE) AND OFFICE OF ECONOMIC DEVELOPMENT: Ratification and Approval of Third Amendment to License Agreement with Corona-Norco Family Young Men's Christian Association (YMCA), 3785 Neece Street, Corona, Five Year Lease Extension, CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3), District 2. [\$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 Third Amendment to License Agreement with Corona-Norco Family Young Men's Christian Association, a California non-profit corporation (YMCA), 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 Notice of Exemption with the County Clerk and the State Clearinghouse within five (5) business days of approval by the Board.

**ACTION:Policy**

  
Suzanne Holland, Director of Office of Economic Development

3/6/2024

  
Rose Salgado, Director of Facilities Management

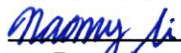
3/14/2024

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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, OED, 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: No</b>	
			<b>For Fiscal Year: 23/24 – 28/29</b>	

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

**BACKGROUND:**

**Summary**

Since 2009, the County of Riverside has licensed its office located at 3785 Neece Street, Corona, California to the Corona-Norco Family Young Men’s Christian Association, a California non-profit corporation (YMCA).

This Third Amendment to License Agreement (Third Amendment) represents a request from the YMCA, to extend the license for five (5) years commencing on March 1, 2024, and terminating on February 28, 2029. YMCA occupies 2,112 square feet of the Home Gardens Library Facility (Facility). YMCA will continue paying \$1.00 annually as rent for the licensed premises. In addition, YMCA will continue paying their pro-rata share of the common area costs, which includes landscaping, driveways, parking lot, and lobby. The public restroom maintenance shall be split equally. YMCA’s pro rata share is 14.49% of the overall Facility square footage occupied. The estimated cost to YMCA will be \$2,155.64 per month. Costs will be reviewed and adjusted annually.

Pursuant to the California Environmental Quality Act (CEQA), this 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 licensing of property involving existing facilities and no expansion of an existing use will occur.

This Third Amendment to License is summarized below:

Location: 3785 Neece Street  
Corona, California 95283

Term: March 1, 2024, terminating February 28, 2029

Size: 2,112 square feet

Rent: \$1.00 annually

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

Custodial Licensee to provide.

Utilities: Licensee to reimburse the County for all utility services including electrical, water, gas, refuse collection, and sewer services based upon the Licensee's pro rata share of 14.49% of the overall building square footage.

Maintenance: 14.49% of the overall building square footage, estimated cost \$2,155.64 per month.

The attached Third Amendment to License has been reviewed and approved by County Counsel as to legal form.

**Impact on Residents and Businesses**

This facility provides youth, seniors, and family-related programs to residents and the community surrounding this region of the County.

**Contract History and Price Reasonableness**

This License Agreement has been in place since 2009.

<u>Lease &amp; Amendments</u>	<u>Date and M.O</u>
License	FM Approved February 9, 2009
First Amendment	FM Approved February 11, 2014
Second Amendment	July 23, 2019 (M.O. 3.13)

**ATTACHMENT:**

- Notice of Exemption
- Aerial Map
- Third Amendment to License

MH:il/02202024/CR015/40.038


*Veronica Santillan*  
Veronica Santillan, Principal Management Analyst

3/27/2024

*Aaron Gettis*  
Aaron Gettis, Chief of Deputy County Counsel

3/21/2024

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

<b>FILED / POSTED</b>		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202400371		
04/03/2024 09:27 AM Fee: \$ 50.00		
Page 1 of 2		
Removed:	By:	Deputy
		

### NOTICE OF EXEMPTION

January 23, 2024

**Project Name:** Approval of Third Amendment to the License Agreement with Corona-Norco Family Young Men’s Christian Association (YMCA), at 3785 Neece Street, Corona

**Project Number:** FM047166001500

**Project Location:** 3785 Neece Street, south of Magnolia Avenue, Corona, California 92879, Assessor’s Parcel Number (APN) 135-021-039

**Description of Project:** On February 9, 2009, the County of Riverside (County) entered into a License Agreement with Corona-Norco Family YMCA for the use of approximately 2,112 square feet of office space within a County-owned 14,575 square-foot building located at 3785 Neece Street in the City of Corona. The Agreement has been previously amended twice for extensions of term. The location continues to meet the needs of YMCA and a third amendment that includes an additional five-year extension of is being sought. The Third Amendment to the License Agreement, which will commence on March 1, 2024 and terminate on February 28, 2029, is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is limited to the extension of term for an existing building and no expansion of the existing facility will occur. The operation of the facility will continue to provide public health services. No additional direct or indirect physical environmental impacts are anticipated.

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

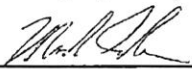
**Name of Person or Agency Carrying Out Project:** Riverside County Facilities Management

**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 Third Amendment to the License 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 extension of term for an existing building for five years. 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 Third Amendment to the License Agreement is an administrative action to extend the term for an additional five years. 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: 1-24-2024  
Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management

1 **THIRD AMENDMENT TO LICENSE AGREEMENT**

2 **3785 Neece Street, Corona, California**

3  
4 This **THIRD AMENDMENT TO LICENSE AGREEMENT** ("Third Amendment"),  
5 dated as of April 02, 2024, is entered by and between the **COUNTY OF**  
6 **RIVERSIDE**, a political subdivision of the State of California, ("County"), and  
7 **CORONA-NORCO FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION**, a California  
8 non-profit corporation ("Licensee"), sometimes collectively referred to as the "Parties".

9 **RECITALS.**

10 a. Licensee and County entered into that certain License dated February 9,  
11 2009, (the "Original License") pursuant to which County has agreed to license to  
12 Licensee and Licensee has agreed to license from County a portion of that certain  
13 building located at 3785 Neece Street, Corona, California (the "Building"), as more  
14 particularly described in the Original License.

15 b. The Original License has been amended by:

16 i. That certain First Amendment to License Agreement dated  
17 February 11, 2014, by and between County and Licensee (the "First Amendment"),  
18 whereby the Parties amended the Original License to extend the term period and  
19 amend the consideration.

20 ii. That certain Second Amendment to License Agreement  
21 dated July 23, 2019, by and between County and Licensee (the "Second  
22 Amendment"), whereby the Parties amended the Original License to extend the term.

23 c. The Original License together with the First Amendment, Second  
24 Amendment, and this Third Amendment, are collectively referred to herein as the  
25 "License".

26 d. County and Licensee desire to amend the License to correct the square  
27 footage, extend the term period, revise the consideration, amend the pro rata share,  
28 improvements, and update the address for both parties.

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

3           **1. PURPOSE AND SCOPE.** Section 1 (a) of the License is hereby amended  
4 by the following:

5           The square footage of the licensed premises has been corrected to be  
6 two thousand one hundred twelve (2,112) usable square feet of that certain fourteen  
7 thousand five hundred seventy-five (14,575) square foot building located at 3785  
8 Neece Street, Corona, California, as shown on the attached Exhibit "B" and commonly  
9 referred to as the YMCA Community Room.

10          **2. TERM.** Section 2 of the License is hereby deleted in its entirety and  
11 replaced with the following:

12           The term of this License shall be for a period of five (5) years  
13 commencing on March 1, 2024 through February 28, 2029 ("Term"). Licensee may  
14 renew the License upon mutual agreement by the parties hereto at that time. Any  
15 holding over by Licensee after the expiration of said term or any extension thereof shall  
16 be deemed a month-to-month tenancy upon the same terms and conditions of this  
17 License.

18          **3. CONSIDERATION.** Section 3 of the License is hereby amended by  
19 adding the following: YMCA will continue to pay \$1.00 annually to the County of  
20 Riverside, as rent for the licensed premises. Licensee will pay any and all other  
21 charges attributable to Licensee on a monthly basis, payable on the first day of the  
22 month and send to:

23                           COUNTY OF RIVERSIDE  
24                           Riverside County Office of Economic Development  
25                           3403 10<sup>th</sup> Street, Suite 400  
26                           Riverside, CA 92501  
27                           Attn: RCLS Administration  
28

1           **4. MAINTENANCE.** Section 6 (c) of the License is hereby amended by the  
2 following:

3                   Common Area Maintenance. Licensee shall pay a prorata share of the  
4 common area including but not limited to landscaping, driveways, parking lot, and  
5 lobby. The public restrooms maintenance shall be split equally. Licensee's prorata  
6 share is 14.49% of the overall building square footage occupied, cost per month  
7 \$2,155.64, said costs will be reviewed and adjusted annually.

8           **5. IMPROVEMENTS.** Licensee, at its sole cost and expense may change  
9 the flooring, add YMCA branding, add a wall mirror and paint throughout the licensed  
10 premises.

11           **6. NOTICES.** Section 24 of the License is hereby amended by the following:

12                   County's Notification Address:

13                               Facilities Management – Real Estate Division

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

15                               Riverside, CA 92501

16                               ATTN: Deputy Director of Real Estate

17                   Licensee's Notification Address:

18                               Corona-Norco Family YMCA

19                               815 W. 6<sup>th</sup> Street

20                               Corona, CA 92882

21                               ATTN: Audrie Echnoz, Chief Executive Officer

22           **7. THIRD AMENDMENT TO PREVAIL.** The provisions of this Third  
23 Amendment shall prevail over any inconsistency or conflicting provisions of the  
24 License, as heretofore amended, and shall supplement the remaining provisions  
25 thereof.

26           **8. MISCELLANEOUS.** Except as amended or modified herein, all the terms  
27 of the Original License shall remain in full force and effect and shall apply with the  
28 same force and effect. Time is of the essence in this Amendment and the License and



1 each and all their respective provisions. Subject to the provisions of the License as to  
2 assignment, the agreements, conditions, and provisions herein contained shall apply to  
3 and bind the heirs, executors, administrators, successors and assigns of the parties  
4 hereto. If any provisions of this amendment or the License shall be determined to be  
5 illegal or unenforceable, such determination shall not affect any other provision of the  
6 License and all such other provisions shall remain in full force and effect. The  
7 language in all parts of the License shall be construed according to its normal and  
8 usual meaning and not strictly for or against either Licensee or County. Neither this  
9 Amendment, nor the Original License, nor any notice nor memorandum regarding the  
10 terms hereof, shall be recorded by Licensee.

11 **9. CAPITALIZED TERMS.** Third Amendment to prevail. Unless defined  
12 herein or the context requires otherwise, all capitalized terms herein shall have the  
13 meaning defined in the License, as heretofore amended. The provisions of this Third  
14 Amendment shall prevail over any inconsistency or conflicting provisions of the  
15 Licensee, as heretofore amended, and shall supplement the remaining provisions  
16 thereof.

17 **10. EFFECTIVE DATE.** This Third Amendment to License Agreement shall  
18 not be binding or consummated until its approval by the Riverside County Board of  
19 Supervisors and fully executed by the Parties.

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IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the date first written above.


Dated: 4/02/2024

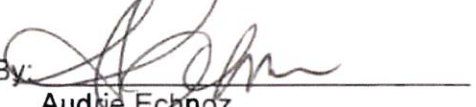
**COUNTY:**

**LICENSEE:**

**COUNTY OF RIVERSIDE,**  
a political subdivision of the  
State of California

**Corona-Norco Family Young Men's  
Christian Association, a California  
non-profit corporation**


By:   
Chuck Washington, Chair  
Board of Supervisors

By:   
Audrie Echnoz  
Chief Executive Officer

**ATTEST:**  
Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

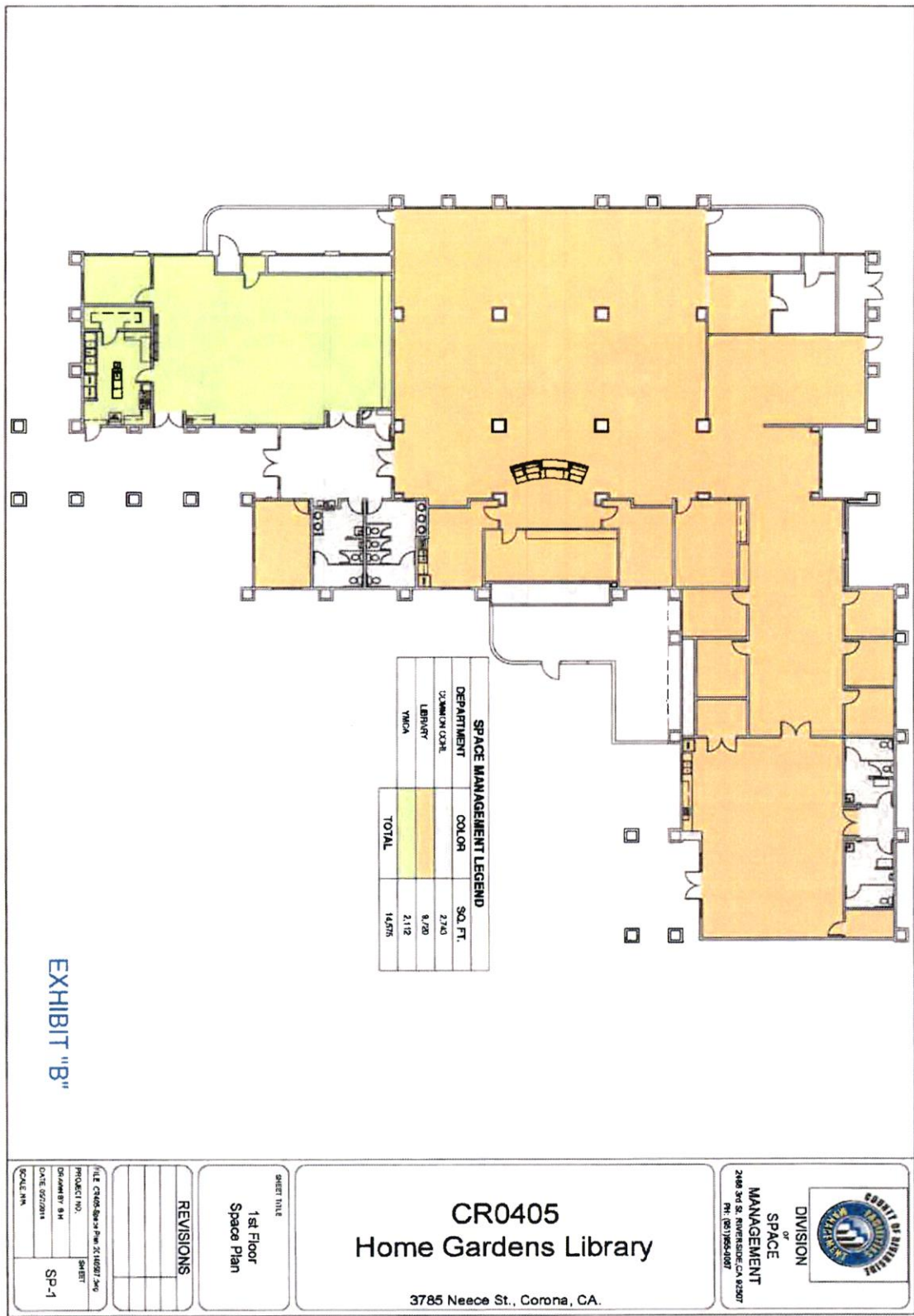
**APPROVED AS TO FORM:**  
Minh C. Tran, County Counsel

By:   
Ryan Yabko  
Deputy County Counsel

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FILE: CR0405-001-Plan-37-10007.dwg PROJECT NO.: DRAWN BY: BH DATE: 02/20/11 SCALE: 1/8" = 1'-0"	<b>REVISIONS</b> <table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>									SHEET TITLE <b>1st Floor Space Plan</b>	<b>CR0405 Home Gardens Library</b> 3785 Neece St., Corona, CA.	DIVISION OF <b>SPACE MANAGEMENT</b> 2466 3rd St. RIVERSIDE, CA 92507 PH: (951) 955-1007

# YMCA - Home Gardens Library

3785 Neece Street, Corona, CA 92879



## Legend



**\*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.

0 376 752 Feet

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## Notes

Leased area outlined in blue.  
APN 135-021-039  
District 2