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



ITEM: 3.19 (ID # 23730) MEETING DATE: Tuesday, June 11, 2024

FROM : FACILITIES MANAGEMENT

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE DIVISION (FM-RE): Approval of First Amendment to License and Operating Agreement between the County of Riverside and Pickering Events, LLC, a California Limited Liability Company, for the License and Operations of the Riverside County Fairgrounds and Fair Located in Indio, California; CEQA Exempt per State CEQA Guidelines Section 15301 and 15061(b)(3); District 4. [\$0] (Clerk to file CEQA Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Approve the attached First Amendment to License and Operating Agreement between the County of Riverside and Pickering Events LLC, and authorize the Chair to execute the same on behalf of the County;
- Authorize the Director of Facilities Management, or his/her designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction;
- 3. Find that the project is exempt from the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines Section 15301, Existing Facilities Exemption, and Section 15601 (b)(3), "Common Sense" exemption; 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) working days of approval by the Board.

ACTION: ado, Director of Facilities Management

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Jeffries, Spiegel, Washington and Gutierrez
Nays:	None
Absent:	Perez
Date:	June 11, 2024
XC:	FM-RE, Recorder/State Clearinghouse
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Kimberly A. Rector Clerk of the Board By: UL Depu

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

SOURCE OF FUNDS:			For Fiscal Ye	ar: 23/24
			Budget Adjus	Budget Adjustment: No
NET COUNTY COST	\$0	\$0	\$0	\$0
COST	\$0	\$0	\$0	\$0
FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On June 7, 2022, the Board of Supervisors approved Minute Order 3.12, the License and Operating Agreement by and between the County of Riverside and Pickering Events, LLC to operate and maintain the county-owned property located at 82-503 Highway 111, Indio, CA, 92201 known as the Riverside County Fairgrounds (Fairgrounds).

The Fairgrounds encompass approximately 91 acres with facilities that include multiple buildings, an open-air amphitheater, and a grandstand arena. Facilities Management – Real Estate (FM-RE) now proposes to update the Agreement through this First Amendment to the License and Operating Agreement (Amendment). The exhibits depicted in the Amendment add to the Fairgrounds license area, an existing parking lot located on the northeast area of the Fairgrounds (Exhibit A-3) and removes an area surrounding the existing Riverside County Fire Maintenance Facility (Facility) for a future expansion project of the existing Facility (Exhibit A-4).

The County shall have the right to monitor activities during Interim Events and the Annual Fair. The Fair Board will be provided with access badges and convenient staff parking during the Riverside County Fair and National Date Festival (Fair) for monitoring of the Fair and will have access and control of the Fair Board Facility (during the Fair) as defined in Exhibit A-3.

Pickering Events LLC shall provide daily and limited admission tickets and parking passes for County guests and daily and reusable access badges and parking for County Facilities Management Staff during the Annual Fair. The Operator is to provide scanned entry attendance numbers for each, and every annual Fair and interim events as requested.

Pursuant to the California Environmental Quality Act (CEQA), the Amendment was reviewed and determined to be categorically exempt from State CEQA under CEQA Guidelines Section 15301 Class 1 - Existing Facilities and Section 15061 (b)(3) "Common Sense" Exemption. The proposed project is in the Amendment and would not result in any significant direct or indirect impacts will revise this.

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

ID# 23730

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

Impact on Residents and Businesses

The Amendment will improve the overall efficiency of operations. The Fairgrounds will continue to serve the residents of the County and provide a positive economic impact for businesses that surround the Fairgrounds. Operational efficiencies will benefit citizens, businesses, and the entire community of Riverside County.

Contract History and Price Reasonableness

This License and Operating Agreement has been in place since June 7, 2022.

ATTACHMENTS:

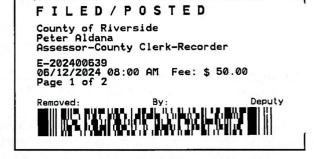
- First Amendment and License and Operating Agreement between the County of Riverside and Pickering Events LLC
- Notice of Exemption
- Aerial Map

MH:sc/05142024/

eronica Santillan 6/6/2024

6/3/2024

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



NOTICE OF EXEMPTION

May 15, 2024

Project Name: Approval of First Amendment to the License and Operating Agreement with Pickering Events for the Indio Fairgrounds, Indio

Project Number: FM04341013300

Project Location: 82-503 Highway 111, east of Arabia Street, Indio, California, Assessor's Parcel Number (APN): 614-040-006

Description of Project: On June 7, 2022, the Board of Supervisors approved Minute Order 3.12, the License and Operating Agreement by and between County of Riverside and Pickering Events, LLC to operate and maintain the county owned property located at 82-503 Highway 111, Indio, CA, 92201 known as the Riverside County Fairgrounds (Fairgrounds). The Fairgrounds encompass approximately 91 acres with facilities that include multiple buildings, an open-air amphitheater, and a grandstand arena.

Facilities Management – Real Estate (FM-RE) now proposes to update the Agreement through this First Amendment to the License and Operating Agreement (Agreement) to update the leased area designations including an existing parking lot that is within the northeast area of the Fairgrounds to the tenant and the transfer of an area adjacent to the existing Riverside County Fire Maintenance Facility (Facility) from oversight by the tenant to the Fire Department.

The County shall have the right to monitor the activities during Interim Events and the annual Fair. The Fair Board will be provided with separate all-access badges and convenient staff parking during the Riverside County Fair and National Date Festival (Fair) for monitoring of the Fair and will have access and control of the Fair Board Facility (during the Fair) The First Amendment to the Operating Agreement with Pickering Events, LLC is for a period of five years commencing on the effective date and includes one option of five years to extend the Agreement. Each party will have the right to terminate the Agreement at any time and for any reason by giving the other party at least 180 days prior written notice. The Operating Agreement with Pickering Events, LLC is identified as the proposed project under the California Environmental Quality Act (CEQA). The Operating Agreement would maintain an ongoing use of an existing facility and would not result in physical changes or an expansion of capacity. 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 Agreement, permitting continued use of existing County-owned 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 Indio Fairgrounds. The project would not substantially increase or expand the use of the sites; and is limited to an extension of term and updated leased area designations, which will result in 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 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 site. 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: 5-15-2024

Mike Sullivan, County of Riverside, Facilities Management FIRST AMENDMENT TO THE LICENSE AND OPERATING AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND PICKERING EVENTS LLC, FOR THE LICENSE AND OPERATIONS OF THE RIVERSIDE COUNTY FAIRGROUNDS AND RIVERSIDE COUNTY FAIR AND NATIONAL DATE FESTIVAL

This **FIRST AMENDMENT TO THE LICENSE AND OPERATING AGREEMENT** ("First Amendment") is made as of <u>JUNE</u>, 2024 by and between the County of Riverside, a political subdivision of the State of California, ("County"), and Pickering Events LLC, a California limited liability company ("Operator"), sometimes collectively hereinafter referred to as the "Parties".

RECITALS

A. Operator and County entered into that certain License and Operating Agreement dated June 7, 2022, (the "Original Agreement") pursuant to which Operator agreed to operate and maintain the Riverside County Fairgrounds, located at 82-503 Highway 111, Indio, California, as shown in the Exhibits "A-1" and "A-2" attached to the Original Agreement;

B. The Parties now desire to amend the Original Agreement by updating certain provisions.

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

1. The reference to Exhibit "A-1" and "A-2" contained in the recitals of the Original Agreement are hereby deleted and replaced with Exhibit "A-3" and "A-4," which are attached hereto and incorporated by reference herein. These new exhibits depict the addition to the Fairgrounds of an existing parking lot that is on the northeast area of the Fairgrounds (Exhibit A-3) and the removal of an area surrounding the existing Riverside County Fire Maintenance Facility (Facility) for a future expansion project of the existing Facility (Exhibit A-4).

JUN 11 2024 3.19

2. FURNITURE, FIXTURES AND EQUIPMENT. Section 12 of the Original Agreement is hereby amended to delete the reference to "Exhibit D" and replace it with "Exhibit D-1," which is attached hereto and incorporated herein by reference, for the purpose of including a SCAG Turf Tiger Lawnmower asset and scaffolding to the equipment to be used by Operator as needed.

3. COUNTY STAFF INSPECTIONS. Section 14.3(c) of the Original Agreement shall be amended to add the following terms to the inspection rights contained therein:

• County shall have the right to monitor the activities during Interim Events and the Annual Fair (Fair).

• The Fair Advisory Board will be provided with separate event badges and convenient staff parking during the Fair for monitoring of the Fair and will have access and control of the Fair Advisory Board Facility (during the Fair) as depicted in Exhibit A-3 as a blue rectangle.

• Pickering Events LLC shall provide six hundred (600) daily admission tickets and one-hundred-fifty (150) parking passes for County guests and ten (10) daily and reusable access badges and convenient parking for County Facilities Management Staff during the annual Fair.

4. SALES RECORDING AND RECORDS. Section 14.1 of the Original Agreement shall be amended to add:

d) The Operator is to provide attendance numbers for each and every annual Fair and annual Fairgrounds attendance as requested.

5. MAINTENANCE RIGHTS AND RESPONSIBILITIES. Section 15 of the Original Agreement shall be amended as follows:

(ii) Operator may complete and pay for such work and then request
 reimbursement for the approved work through the Reserve Account and by providing
 the Department of Facilities Management with the final documentation, including before

and after photos and paid invoices from approved licensed contractors, and for supplies and parts that are purchased to pursue the approved work.

6. **INSURANCE.** Section 20(b) of the Original Agreement shall be amended 4 as follows:

Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Operator's performance of its obligations hereunder. Policy shall name, the County, its directors, officers, employees, appointed officials, agents, or representatives as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit (\$3,000,000 per occurrence for higher risk entertainment including, but not limited to, rodeo, monster trucks, and carnival ride events). If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

7. NOTICES. Section 26 of the Original Agreement shall be amended as follows:

17	If to County:	County of Riverside
18		Facilities Management
19		3450 14 th Street, Suite 200
20		Riverside, CA 92501
21		Attn: Veronica Casper
22		
23	If to Operator:	Pickering Events LLC
24		Shalimar Center
25		46350 Arabia Street
26		Indio, CA 92201
27		Attn: Chris Pickering
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8. MISCELLANEOUS. Except as amended or modified herein, all terms of the Original Agreement shall remain in full force and effect. If any provisions of this First Amendment shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Original Agreement. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Original Agreement, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Original Agreement, as heretofore amended, and shall supplement the remaining provisions thereof. Time is of the essence in this First Amendment and the Original Agreement and each and all of their respective provisions. Subject to the provisions of the Original Agreement as to assignment, the agreements, conditions, and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

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

Signature on Next Page

the meaning defined in the Original Agreement, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Original Agreement, as heretofore amended, and shall supplement the remaining provisions thereof. Time is of the essence in this First Amendment and the Original Agreement and each and all of their respective provisions. Subject to the provisions of the Original Agreement as to assignment, the agreements, conditions, and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

8
 9. EFFECTIVE DATE. This First Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties hereto.

11 IN WITNESS WHEREOF, the Parties have executed this First Amendment as of 12 the date first written above.

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13 COUNTY:

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By Chuck Wat

17 By: Chuck Washington, Chair 18 Board of Supervisors

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ATTEST: 20 **Kimberly Rector** 21 Clerk of the Board

22 23 By: <u>0</u>

By:

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24 25 APPROVED AS TO FORM: County Counsel 26

Braden Holly

Deputy County Counsel

MH:i1/05292024/IN133/40.075

LICENSEE & OPERATOR:

Pickering Events LLC, a California limited liability company

Bv: ering, CEO

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1	IN WITNESS WHEREOF, the Parties ha	ve executed this First Amendment as of
2	the date first written above.	
3		
4		LICENSEE & OPERATOR: Pickering Events LLC, a California
5		limited liability company
6		ρ
7		By:
8	Chuck Washington, Chair Board of Supervisors	Chris Pickering, CEO
9		
10	ATTEST:	
11	Kimberly Rector	
12	Clerk of the Board	
13	By: Deputy	
14		
15		
16	APPROVED AS TO FORM:	
17	County Counsel	
18	Ву:	
19	Braden Holly	
20	Deputy County Counsel	
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22		
23		
24	MH:il/05292024/IN133/40.075	
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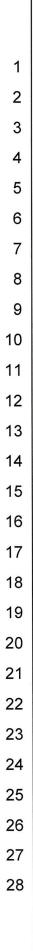
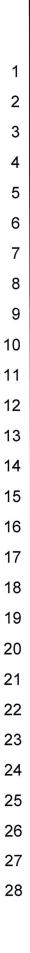


EXHIBIT "A-3" FAIRGROUNDS (NORTH)







FAIRGROUNDS (SOUTH)



EXHIBIT "D-1"

EXISTING FURNITURE, FIXTURES & EQUIPMENT

ADMINISTRATION OFFICE		
LOCATION	ITEMS	
Fair Manager Office	Chairs, desk, overhead and filing cabinets, bookcase, Cisco telephone	
Special Event Manager Office	Chairs, desk, overhead shelves, filing cabinets, bookcase, Cisco telephone	
Common Area	Four cubicles with desks with overhead and filing cabinets, three HP computers with dual monitors	
Conference Room	Conference table, chairs, white board calendar, TV	
Breakroom	Table, chairs, refrigerator, microwave	
Restroom	Cabinet with cleaning supplies	
Copy Room	Safe, shelving units, copy machine	

Service and the	FULLENWIDER BUILDING
LOCATION	ITEMS
West side	Genie Lift
Auditorium	(3) Landfill/Recycle Trash Cans
Lobby	(1) Big Belly Solar Compacting Trash/Recycle Can

	CRAFTS & HOBBIES BUILDING
LOCATION	ITEMS
	(50) glass display cases, (11) glass miscellaneous display cases

LOCATION	ITEMS
Mezzanine	Conference table, chairs
Concessions Break Room	Microwave, fridge, (4) tall file cabinets, (2) upholstered chairs
Patio	(80) black vinyl chairs, (20) round white tables, custodial supplie
Concessions Office	(2) safes, (2) money counters, Cannon copy machine Image Class D530
Kitchen	(3) aluminum storage racks, refrigerator, (2) floor freezers, sandwich prep station,
Shalimar Floor	(8) Belly Tables, (16) stools, podium, (80) black vinyl chairs
	SECOND FLOOR
NW Storage Room	(3) storage shelves, (1) storage cabinet
NW Office - Vault	Large safe, (2) book shelves, (1) file cabinet, cubicle divider
NW Office - Center	1 tall file/storage cabinet, (2) desks, (1) bookshelf, (2) tables, (1) safe, (1) microwave
SW Office	(2) desks, (3) tall file cabinets, upholstered chairs, sofa, backstage furniture
SE Office – 2 nd Floor	Bookshelf, round table with glass top, (2) end tables, (2) upholstered chairs, desk with overhead storage, grey sofa
NE Office – 2 nd Floor	(2) black leather chairs, (2) black leather sofas, desk with overhead storage, (2) short bookcases
Closet Archive Room	Fair archives
Data Room	Fair archives, IT equipment

	TAJ MAHAL BUILDING	
LOCATION	ITEMS	
Custodial Closet	Lockers (2) sets 3 desks	
South side alcove	Sink	
	MEDIA/ENTRY OFFICE	
Front Lobby	Desk	
SE Office	Desk with overhead storage, (2) tall file cabinets, (4) chairs, (1) desk, cash register, bookcase, Prolock Electronic Safe, desk calculator, Konica Minolta Pagepro 5650EN Printer, Show-works Server Computer w/keyboard	
Entry/Ribbon Office	Desk, (2) chairs, HP LaserJet Pro printer 400 MFP m425dn (black), (2) shelves, ribbons, Flag/flag poles & bases, Carvin sound system, floor fan	
NE Office	(4) desks, (4) chairs, (2) short storage/filing cabinets, TV, whiteboard, refrigerator, HP LaserJet Pro 400 m401dn printer (black)	
NW Office	(2) desks, chairs, (1) storage/file cabinet	

	Board Room
LOCATION	ITEMS
	(2) sofas, (2) end tables, (1) coffee table, (1) folding table

	JUNIOR BUILDING
LOCATION	ITEMS
	(4) Trams, (4) old ticket booths, (8) new ticket booths, (10) refrigerator units, display case
	(68) Blue Benches, (32) Blue Tables, (108) Blue Trash Cans

	GEM & MINERAL BUILDING
LOCATION	ITEMS
	Gem & Mineral wood display counters, glass display cases with lights (6 rows), miscellaneous display cases

(9) Resin Trash/Recycle containers(8) Concrete Trash/Recycle containers

LOCATION	ITEMS
LOCATION	
	Pallet of new orange traffic cones, refrigerator, tools, landscaping supplies & tools
Shop	SCAG Turf Tiger Lawnmower • Serial ID: 676876 • Model: STT61A-27KA Scaffolding (to be used at Operator's own risk)
Office	(2) desks, (2) filing cabinets

LOCATION	ITEMS
	Electrical, lighting and plumbing supplies Custodial supplies
Green Storage Room	Paint, electrical supplies

Fairgrounds		
LOCATION	ITEMS	
Throughout the grounds	 Blue Metal Benches (68) Blue Metal Picnic Tables (32) Blue Metal Trashcans (108) Big Belly Solar Compacting Trash/Recycle Cans (9) Livestock barn Animal panels Animal pens Arena Amphitheater 	

