



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

611



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:
February 25, 2013

SUBJECT: Memorandum of Understanding By and Between the Riverside County Regional Park and Open-Space District and the Riverside Land Conservancy for promoting the development of the El Casco Regional Park – District V/V

RECOMMENDED MOTION: That the Board of Directors:

1. Approves the Memorandum of Understanding (MOU) between the Riverside Land Conservancy (RLC) and the Regional Park and Open-Space District (District) whereby the RLC and the District agree to work together to promote the development of a regional park intended to be named the El Casco Regional Park and comprised of properties located in the El Casco area of San Timoteo Canyon in Western Riverside County; and
2. Authorizes the General Manager to take all actions necessary to administer the MOU; and
3. Instructs the Clerk of Board to execute four (4) copies of the MOU and return them to the District for further transmittal and file.

BACKGROUND: (continued on page 2)

Scott Bangle, General Manager

2013- 005D KH

FINANCIAL DATA N/A	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:
	Annual Net County Cost:	\$ 0	For Fiscal Year:

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Alex Gann
Alex Gann

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

2013 MAR 17 PM 1:01
CLERK OF BOARD OF SUPERVISORS
REGISTRAR RIVERSIDE COUNTY

Prev. Agn. Ref. ATTACHMENTS FILED District: V/V WITH THE CLERK OF THE BOARD

Agenda Number:

13-1D

Dept's Recomm.:
Per Exec. Ofc.:

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 2/26/13
SYNTHIA M. GUNZEL
Deputy District Concurrence

SUBJECT: Memorandum of Understanding By and Between the Riverside County Regional Park and Open-Space District and the Riverside Land Conservancy for promoting the development of the El Casco Regional Park – District V/V

BACKGROUND:

The natural, cultural, historical, and recreational resources of San Timoteo Canyon (Canyon) are widely valued by the residents of Southern California. The Canyon is a rich “keystone” wildlife corridor that connects a number of ecosystems between the San Bernardino Mountains and the San Jacinto Mountains. The Canyon has been a pathway for human migrations and travel over trade routes during pre-historic eras as well as settlement as Americans moved west into Southern California. Stage routes ran through the Canyon and later came the railroad. Ranching became the principal activity up and down the Canyon thereafter. The area has remained substantially undeveloped and public lands are extensive. Those lands are dedicated largely to open-space preservation and appropriate recreational use. The concept of a regional park rooted in open-space and passive recreation has long been considered among the various public land owners and conservation groups. On January 10, 2013, agenda item 13.5, the District Advisory Commission approved the MOU and recommended approval by the Board of Directors. The development of the park concept will require many additional partners including municipalities, the State of California, County agencies and area residents. Together, the RLC and the District, propose to lead the effort to make the regional park a reality. This MOU will set the initial framework for concept development, feasibility, sustainability analysis, and planning. The District would identify a sustainable revenue stream to manage and operate the Park before recommending development.

1 MEMORANDUM OF UNDERSTANDING BETWEEN THE
2 RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
3 AND THE RIVERSIDE LAND CONSERVANCY FOR THE EL CASCO REGIONAL PARK
4

5 This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____,
6 2013 (“Effective Date”) between Riverside County Regional Park and Open-Space District, a park and
7 open-space district (“District”), and the Riverside Land Conservancy, a nonprofit land trust (“RLC”) as
8 set forth below. District and RLC, sometimes referred to in this MOU individually as a “Party” or
9 collectively as the “Parties”, seek to cooperate, participate and promote the future development of a
10 regional park in the El Casco area of San Timoteo Canyon in Western Riverside County.

11 RECITALS

12 WHEREAS, the natural, cultural, historical, and recreation resources of the El Casco area of San
13 Timoteo Canyon (Canyon) are widely valued by residents of Southern California; and

14 WHEREAS, the Canyon is a “keystone” wildlife corridor, connecting the rich biological
15 ecosystems between the San Bernardino and San Jacinto Mountain ranges; and

16 WHEREAS, in 2001, the State of California designated San Timoteo Canyon State Park, with the
17 noted supported from the Riverside County Board of Supervisors, the District and RLC, as its newest
18 State Park unit with the goal of obtaining 10,000 acres for inclusion into the park; and

19 WHEREAS, the Parties both being land owners in the area, pledge to work cooperatively with
20 multiple other property owners, including the State of California; and

21 WHEREAS, RLC intends to preserve the area for permanent open-space preservation and
22 appropriate recreational uses; and

23 WHEREAS, the parties hereto each desire for this area to eventually be developed as a
24 functioning, self-sustaining regional park; and

25 WHEREAS, the cost to develop the regional park is currently being determined; and

26 WHEREAS, funding sources are currently being identified by the Parties,

27 NOW, THEREFORE, District and RLC agree to work together to promote development of the
28 area as follows:

1 1. Goal. A regional park development concept, roughly along the outline provided in attached
2 Exhibit “A”, shall be established as a mutual goal. Development concepts are not finalized by this
3 document and will only be finalized after any appropriate approvals are obtained.

4 2. Funding. Both Parties agree to work cooperatively to seek grant funds to provide for land
5 acquisition as well as planning, development and construction of a regional park facility. Funding to
6 advance the development concepts will be considered annually during budget preparation by each of the
7 parties hereto. No commitment is made by any of the parties to a specific annual allocation. Although
8 funding of the regional park over time is seen as a long-term mutual goal, all parties remain open to a
9 legacy park development concept, whereby a major donor willing to fund the entire development cost as a
10 memorial legacy would be granted “Naming Rights”, subject to approval by the appropriate public
11 agency.

12 3. Acquisition. Remaining undeveloped lots, to add to the park, will be acquired as funding is
13 available; however, purchase and removal of the scattered existing homes within the Properties is not
14 considered a priority at this time. It is the intent of the Parties that RLC will transfer ownership of its
15 properties to the County or District, as appropriate, at the time the regional park funding and the project is
16 approved and committed. This MOU does not commit the Parties to actual acquisition or development of
17 the regional park.

18 4. Operations and Maintenance: District will plan to operate and maintain the regional park once
19 it is constructed. It is anticipated that ownership of the properties within the regional park will not have
20 common ownership; however, the District intends to take ownership of some of those properties.

21 5. Reports. Each party hereto shall name two representatives to meet quarterly as an El Casco
22 Regional Park Promotion Subcommittee to share progress and plan the next steps to achieve the goals.
23 The subcommittee shall be chaired by a representative of the District and provide progress reports to the
24 respective Boards hereof in December of each year.

25 6. Term. This MOU shall commence on the Effective Date and shall continue until the area has
26 been fully defined and acquired and planning, development and construction of the regional park facility
27 is complete. During the term, this MOU may be terminated by either Party upon giving the other Party six
28 (6) months prior written notice.

1 7. Changes or Modifications. No part of this MOU may be modified, altered, amended, waived,
2 or changed without the express written consent of the Parties hereto. The Parties recognize that the
3 potential for similar projects may arise in the future and will negotiate in good faith to amend this MOU
4 to include those projects at the appropriate time.

5 8. Notices. As used in this MOU, notice includes but is not limited to, the communication of any
6 notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All
7 notices must be in writing. Notice is given either (i) when delivered in person to the person or company
8 intended named below, (ii) then delivered via facsimile with confirmation from the receiving party via
9 return facsimile, or (iii) when sent via reputable overnight courier (such as Federal Express), addressed by
10 name and addressed to the party or persons intended, as follows, until such time as a party give notice of a
11 change of address in accordance with the terms of this section:

12 **Regional Park and Open-Space District**

13 Attn: General Manager
14 4600 Crestmore Road
15 Jurupa Valley, CA 92509-6858
16 Phone: (951) 955-4310
17 Fax: (951) 955-4305

12 **Riverside Land Conservancy**

13 Attn: Executive Director
14 4075 Mission Inn Avenue
15 Riverside, CA 92501
16 Phone: (951)788-0670
17 Fax: (951)788-0679

16 WITH A COPY TO:

17 **County Council**

18 Attn: Synthia M. Gunzel, Deputy
19 Office of the County Council
20 3960 Orange Street, Suite 500
21 Riverside, CA 92501
22 (951) 955-6300

17 **Riverside Land Conservancy General Council**

18 Attn: Matt Wilcox
19 Gresham Savage Nolan & Tilden
20 550 East Hospitality Lane, Suite 300
21 San Bernardino, CA 92408-4205
22 Phone: (909) 890-4499
23 Fax: (909) 890-9690

21 9. Conflict of Interest: No member, official, or employee of the District or RLC shall have any
22 personal interest, direct or indirect, in this MOU nor shall any such member, official or employee
23 participate in any decision relating to this MOU which affects his or her personal interests or the interest
24 of any corporation, partnership or association in which he or she is directly or indirectly interested.

25 10. No Third Party Beneficiaries. This MOU is made and entered into for the sole protection and
26 benefit of the Parties hereto. No other person or entity shall have any right of action based upon the
27 provisions of this MOU.

28 11. Assignment. This MOU shall not be assigned by either Party, either in whole or in part,

1 without the prior written consent of the non-assigning Party. Any assignment or purported assignment of
2 this MOU without the prior written consent of the non-assigning Party will be deemed void and of no
3 force or effect.

4 12. Governing Law and Jurisdiction. The Parties agree that in the exercise of this MOU, the
5 Parties shall comply with all applicable federal, state, county and local laws, and regulation in connection
6 these Properties. The existence, validity, construction, operation and effect of this MOU and all of its
7 terms and provisions shall be determined in accordance with the laws of the State of California. Any
8 action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or
9 rights provided for by this MOU shall be tried in a court of competent jurisdiction in the County of
10 Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change
11 of venue in such proceedings to any other county.

12 13. Paragraph Titles. The paragraph titles of this MOU are (i) inserted only for the convenience of
13 the Parties, (ii) are not intended to describe, define, limit, or otherwise affect the provisions in the portions
14 of the MOU to which they pertain, and (iii) in no way describe, define, limit, or otherwise affect the scope
15 or intent of this MOU or in any way affect the agreement of the Parties set out in this MOU.

16 14. Entire Agreement. This MOU embodies the entire agreement between the Parties hereto in
17 relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise,
18 relative to this subject matter exists between the Parties at the time of execution of this MOU. This MOU
19 may only be modified or amended by the mutual consent of the Parties in writing.

20 15. Authority to Execute. The individuals executing this MOU and the instruments referenced
21 herein each represent and warrant that they have the legal power, right and actual authority to bind their
22 respective Parties to the terms and conditions hereof and thereof.

23 16. Ambiguity. Any rule of construction to the effect that ambiguities are to be resolved against
24 the drafting party shall not be applied in interpreting this Agreement.

25 17. Counterparts. The Parties may execute duplicate originals (counterparts) of the MOU or any
26 other documents that they are required to sign or furnish pursuant to the MOU.

27
28 *{Signatures are on the following page}*

1 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute
2 this MOU on the date and year first written above.

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RIVERSIDE COUNTY REGIONAL
PARK & OPEN SPACE DISTRICT

RIVERSIDE LAND CONSERVANCY

By: _____
Kevin Jeffries
Chairman, Board of Directors

By: _____
Gail Egenes
Executive Director

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

(Seal)

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel