

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

119



FORM APPROVED COUNTY COUNSEL
BY: Patricia Munroe 6/2/14
DATE

FROM: Economic Development Agency

SUBMITTAL DATE:
June 5, 2014

SUBJECT: Service Agreement between the County of Riverside and Regional Park and Open-Space District – CEQA Exempt, ALL Districts, [\$3,419,226] County Service Area Special Taxes

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) Guidelines, Section 15301, as the project involves the operation, repair, maintenance, leasing, or negligible or no expansion of the previous sites' use, and Section 15061, as it can be seen with certainty, there is no possibility that the proposed project may have a significant effect on the environment; and
2. Approve and authorize the Chairman to execute the attached service agreement between the County of Riverside and the Regional Park and Open-Space District in the amount of \$1,709,613; and

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FISCAL PROCEDURES APPROVED
PAUL ANGLIO, CPA, AUDITOR-CONTROLLER
BY: Esteban Hernandez 6/5/14

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 1,709,613	\$ 3,419,226	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: County Service Area Special Taxes				Budget Adjustment: Yes	
				For Fiscal Year: 2014/15-15/16	

C.E.O. RECOMMENDATION:

APPROVE

BY: Rohini Dasika
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 3-3 5/2/13

District: ALL

Agenda Number:

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

Economic Development Agency

FORM 11: Service Agreement between the County of Riverside and Regional Park and Open-Space District – CEQA Exempt, ALL Districts, [\$3,419,226] County Service Area Special Taxes

DATE: June 5, 2014

Page 2 of 2

RECOMMENDED MOTION: (Continued)

3. Direct the Auditor Controller to make the following budget adjustment as shown on Attachment A.

BACKGROUND:

Summary

On May 21, 2013 the Board of Supervisors approved item 3.3 to contract County Service Area park operations from the County of Riverside to the Regional Park and Open-Space District and keep County Service Area park administration under the Economic Development Agency. This agreement facilitates the transfer of County Service Area park maintenance, recreation programs, and Idyllwild Town Hall operations and maintenance from the County of Riverside to the Regional Park and Open-Space District. Under contract, Parks will be responsible for providing park maintenance and recreation services in the County Service Areas that are authorized to provide these services as well as operate and maintain Idyllwild Town Hall as a recreation facility. EDA will transfer funds to provide these services beginning July 1, 2014 through June 30, 2016 and annually thereafter July 1, 2016 until this agreement is terminated.

Impact on Residents and Businesses

This agreement will facilitate the transition of services from the County of Riverside to the Regional Park and Open-Space District and will have no impact on residents. Regional Park and Open-Space District will continue to provide the same services as the County of Riverside.

Pursuant to CEQA, the Service Agreement was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines, Sections 15301 and 15061. Based upon the identified exemptions, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA.

SUPPLEMENTAL:

Additional Fiscal Information

All costs will be paid for by County Service Area special taxes. No General Funds will be used.

Contract History and Price Reasonableness

Payment for services will be transferred to Regional Parks and Open-Space District to provide park maintenance, recreation services, and operate and maintain Idyllwild Town Hall.

Attachments:

Attachment A
Service Agreement (7)

**COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
Board Agenda Item Submittal**

ATTACHMENT A

Increase Appropriations:

537280-23375-903601	Interfnd Exp-Misc Project Exp	\$179,315
537280-23850-908501	Interfnd Exp-Misc Project Exp	117,249
537280-24325-912601	Interfnd Exp-Misc Project Exp	117,249
537280-24425-913401	Interfnd Exp-Misc Project Exp	320,318
537280-24550-914301	Interfnd Exp-Misc Project Exp	597,678
537280-24875-915201	Interfnd Exp-Misc Project Exp	325,693
537280-33200-915201	Interfnd Exp-Misc Project Exp	52,111

Use of Fund Balance:

321101-23375-903601	Restricted Program Money	(\$179,315)
321101-23850-908501	Restricted Program Money	(117,249)
321101-24325-912601	Restricted Program Money	(117,249)
321101-24425-913401	Restricted Program Money	(320,318)
321101-24550-914301	Restricted Program Money	(597,678)
321101-24875-915201	Restricted Program Money	(325,693)
321101-33200-915201	Restricted Program Money	(52,111)

1 **SERVICE AGREEMENT BY AND BETWEEN THE**
2 **COUNTY OF RIVERSIDE**
3 **AND THE**
4 **RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**
5 **FOR PARK MAINTENANCE AND RECREATION SERVICES**
6 **ON BEHALF OF THE COUNTY SERVICE AREAS**

7 **THIS AGREEMENT** is entered into as of the _____ day of June, 2014, by the County of
8 Riverside, hereinafter referred to as COUNTY, and the Riverside County Regional Park and
9 Open-Space District hereinafter referred to as DISTRICT.

10 **RECITALS**

11 WHEREAS, the Riverside County Economic Development Agency, hereinafter referred
12 to as EDA, began administration of County Service Areas, hereinafter referred to as CSAs, in
13 July 2002, and is responsible for setting assessments and coordinating services;

14 WHEREAS, within certain CSAs, property owners have voted to assess themselves for
15 park maintenance and recreation services;

16 WHEREAS, the annual taxes and assessments pay for park maintenance and recreation
17 services within selected CSAs;

18 WHEREAS, on May 21, 2013 the Board of Supervisors approved item 3.3 to contract
19 County Service Area park operations from the COUNTY to DISTRICT;

20 WHEREAS, operations includes maintenance and recreation services;

21 WHEREAS, the DISTRICT currently administers Riverside County's Regional Parks
22 and Open Space;

23 WHEREAS, COUNTY and DISTRICT mutually agree that the park maintenance,
24 recreation services, and operation and maintenance of Idyllwild Town Hall will be provided by
25 DISTRICT;

NOW THEREFORE, for good and valuable consideration, the parties do hereby agree as
follows:

1 **SECTION I. DISTRICT RESPONSIBILITIES:**

2 A. DISTRICT shall provide all park maintenance and recreation services as outlined and
3 specified in Exhibit "A," attached hereto and incorporated herein. DISTRICT represents and
4 maintains that it is skilled to perform all services, duties and obligations required by this
5 Agreement to fully and adequately provide these services. DISTRICT shall perform the services
6 and duties in conformance to and consistent with the standards generally recognized as being
7 employed by professionals in the same discipline in the State of California. DISTRICT further
8 represents and warrants that it or its contractors has all licenses, permits, qualifications, and
9 approvals of whatever nature legally required to practice its professional service. DISTRICT
10 further represents that it or its contractors shall keep all such licenses and approvals in effect
11 during the term of this Agreement.

12 B. No DISTRICT funds shall be required to be used for the DISTRICT obligations
13 contained in this Agreement.

14 **SECTION II. DISBURSEMENT OF FUNDS BY COUNTY:**

15 A. DISTRICT compensation shall be paid in the amounts reflected within the payment
16 schedule and budget attached and incorporated herein as Exhibit "B." COUNTY shall make said
17 funding available to DISTRICT for the period covering July 1, 2014 through June 30, 2016,
18 unless earlier terminated. DISTRICT shall provide COUNTY with an annual income and
19 expenditure report. Periodical financial reports will be made available to COUNTY upon
20 request.

21 B. Prior to the start of each fiscal year, COUNTY shall authorize payment of funds to
22 DISTRICT to reflect the current fiscal year funding as approved by the Riverside County Board
23 of Supervisors. This financial obligation shall continue in effect until this Agreement is either
24 terminated or amended to change said financial obligation.

1 **SECTION III. GENERAL:**

2 **A. TERM OF AGREEMENT.** The term of this Agreement shall be effective from July 1,
3 2014 thru June 30, 2016 with the option to renew annually thereafter by written amendment, as
4 signed by the respective boards. However, this Agreement shall terminate if either of the
5 following occurs:

- 6 • COUNTY is no longer in need of park maintenance and
7 recreation services; or
- 8 • COUNTY does not receive sufficient funding to pay for services.

9 **B. AUTHORIZED AMENDMENTS TO AGREEMENT.** The DISTRICT General
10 Manager and COUNTY Assistant County Executive Officer/EDA shall be authorized to approve
11 and execute amendments, as approved by County Counsel, that contain changes which do not
12 significantly alter the terms of this Agreement.

13 **C. TERMINATION.** Notwithstanding any other provision of this Agreement either
14 party may terminate this Agreement upon ninety (90) days written notice. Upon termination of
15 this Agreement, DISTRICT will no longer be under obligation to provide park maintenance and
16 recreation services, and funding to DISTRICT will be reduced by a pro rata share of the
17 COUNTY'S annual contribution amount. Notwithstanding the foregoing, DISTRICT shall be
18 entitled to reimbursement for costs actually incurred up to date of termination.

19 **D. INDEMNIFICATION.** DISTRICT shall indemnify and hold COUNTY, its
20 officers, agents and employees free and harmless from liability to any person or entity not a party
21 to this Agreement from any damage, loss or injury to person and/or property which primarily
22 relates to or arises from the acts, negligence or willful misconduct of the DISTRICT, its officers,
23 agents or employees in the execution or implementation of the Agreement; COUNTY shall
24 indemnify and hold DISTRICT, its officers, agents, or employees free and harmless from any
25 person or entity not a party to this Agreement from any damage, loss or injury to person and/or

1 property which primarily relates to or arises from the acts, negligence or willful misconduct of
2 COUNTY, its officers, agents or employee in the execution or implementation of this
3 Agreement.

4 **E. CONTACT PERSONS.** Any required notices or correspondence shall be sent to
5 the contacts persons listed below:

6 **COUNTY OF RIVERSIDE**
7 **C/O RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY**
8 Bill Brown, CSA Administrator
9 3403 10th Street, Ste 300
10 Riverside, CA 92501
11 (951) 955-8916
12 (951) 955-9505 FAX

13 **RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**
14 Brande Hune, Chief – Business Operations
15 4600 Crestmore Road
16 Jurupa Valley, CA 92509
17 (951) 955-4398
18 (951) 955-4305 FAX

19 **F. CHANGES OR MODIFICATIONS.** No part of this Agreement may be
20 modified, altered, amended, waived or changed without the express written consent of both
21 parties.

22 **I. GOVERNING LAW AND VENUE.** This Agreement and all of its terms and
23 provisions shall be construed in accordance with the laws of the State of California. Any action
24 at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or
25 rights provided for by this agreement shall be tried in a court of competent jurisdiction in the
County of Riverside, State of California.

J. ENTIRE AGREEMENT. This Agreement embodies the entire Agreement
between the parties in relation to the subject matter hereof, and no other agreement or
understanding, verbal or otherwise, relative to this subject matter exists between the parties at the
time of execution of this Agreement.

1 **IN WITNESS WHEREOF**, the COUNTY and DISTRICT have executed this
2 Agreement as of the date first above written.

3
4
5 COUNTY OF RIVERSIDE

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT

6
7 By: _____
8 Jeff Stone
9 Chairman, Board of Supervisors

By: _____
Kevin Jeffries
Chairman, Board of Directors

10 ATTEST:
11 Clerk of the Board
12 Kecia Harper-Ihem

13 By: _____
14 Deputy

15 APPROVED AS TO FORM
16 FOR COUNTY:
17 Pamela Walls, County Counsel

APPROVED AS TO FORM
FOR DISTRICT:
Pamela Walls, County Counsel

18 By: 
19 Patricia Munroe
20 Deputy County Counsel


By: 
Neal Kipnis
Deputy County Counsel

EXHIBIT A

Parks and Community Center Locations:

1. Cabazon Park - 50390 Carmen Avenue, Cabazon CA 92230 (CSA 85: 9 acres)
2. Highgrove Park - 459 Center Street, Highgrove CA 92507 (CSA 126: 9 acres)
3. Montecito Park - 8579 Calle Canon, Corona CA 92883 (CSA 134: 6 acres)
4. Coral Canyon Park - 24880 Coral Canyon Road, Corona CA 92883 (CSA 134: 9 acres)
5. Deleo Sports Park - 25655 Santiago Canyon Road, Corona CA 92883 (CSA 134: 25 acres)
6. Perret Park - 32938 Perret Blvd, Lake Elsinore CA 92530 (CSA 152A: 4 acres)
7. Central Park - 30666 Central Park Drive, Murrieta CA 92562 (CSA 143: 5 acres)
8. Willows Park - 29750 Willows Avenue, Murrieta CA 92562 (CSA 143: 8 acres)
9. Discovery Park - 35100 Willows Avenue, Murrieta CA 92562 (CSA 143: 3 acres)
10. Joseph Park - 30574 Joseph Avenue, Temecula CA 92589 (CSA 143: 1 acre)
11. Overlook Park - 29655 Joseph Road, Murrieta CA 92562 (CSA 143: 1 acre)
12. Morgan Hill Park - 45320 Morgan Hill Drive, Temecula CA 92589 (CSA 143: 6 acres)
13. Galleron Park - 44725 Morgan Hill Drive, Temecula CA 92592 (CSA 143: 7 acres)
14. Madigan Park - 44244 Madigan Street, Temecula CA 92592 (CSA 143: 6 acres)
15. Idyllwild Town Hall – 25925 Cedar Street, Idyllwild CA 92549 (CSA 36 4000 sq. feet)

The anticipated start date for District to oversee park maintenance and recreation services is July 1, 2014. Park maintenance contracts, services contracts and security contracts at the listed parks will be managed by District effective July 1, 2014.

Park Maintenance and Recreation Staffing:

The County shall transfer funds to District to hire new staff to carry out this Agreement. The District will hire and/or utilize qualified and professional personnel to provide services under this Agreement. Staff utilized will include but are not limited to the following classifications:

Park Superintendent- Parks: For management of the CSA Parks Operations and staff.

Park Maintenance Supervisor- Parks: Oversees maintenance purchases, oversees parks, provides oversight of park maintenance contractors, repairs irrigation systems, restrooms, inspects playgrounds, electrical, miscellaneous park equipment, supervises maintenance workers, responsible for staff scheduling.

Parks Maintenance Worker- Parks: Assists with maintenance of all CSA parks, repairs irrigation systems, restrooms, playgrounds, electrical, miscellaneous park equipment.

Park Attendant- Parks: Answers phones, schedules reservations for park fields and gazebos, oversee work orders, equipment, and supplies.

Area Park Manager - Parks: Assists in the development and implementation of a schedule of activities and services for a Park and Recreation Area. Plan and organize summer camp, special events, field trips, and manages Idyllwild Town Hall operations.

Recreation Coordinator – Parks: Supervises on-site implementation of daily recreation programs at CSA parks and Idyllwild Town Hall, including summer camps, field trips and special events.

Public Services Worker - Parks: Conducts recreation programming at CSA parks and Idyllwild Town Hall.

Temporary and Contract Employees: Temporary and contract employees will be utilized to conduct summer and intermittent programming, including but not limited to, summer camps, after school programs, classes, and sports programs.

Idyllwild Town Hall Contracts: County shall transfer a sum in the amount of \$176,000 to District to cover contracts for after school programming, sports coordinators, and recreation. County shall continue to pay for street lights and to place CSA special assessments on the tax rolls.

CSA 134/143 Recreation Programs: County shall transfer a sum in the amount of \$235,980 to District to provide recreation programs to CSAs 134 and CSA 143.

CSA Park Maintenance and Operations:

County shall transfer a sum in the amount of \$1,297,633 to cover cost of park maintenance, custodial services, security services, repairs, small tools, equipment, cell phones, replacement parts and supplies, fuel, vehicle costs, administrative costs, and all other maintenance related costs incurred by District.

Work Tickets: District shall be responsible for maintenance customer service at CSA park sites. District shall apprise the public of alternative communication methods to report maintenance issues.

Headquarters and Offices: District Operational Headquarters will serve as the primary location for CSA park operations, maintenance, and recreation services of CSA parks, located at 4600 Crestmore Road in Jurupa Valley. The District may relocate the headquarters and/or contact information for CSA parks at a future date with prior notification to EDA.

Vehicles: EDA shall transfer the following vehicles to District:

- 07-616 Ford F-150
- 08-475 Ford F-150
- 08-651 Ford F-150
- 07-790 Ford E-350
- 09-345 Ford E-350
- 08-639 Ford Explorer
- 12-628 Ford Explorer

Park Use: CSA shall retain full rights and priority use for all facilities for CSA sponsored activities. EDA shall provide District a schedule for coordination of reservations and maintenance.

Reservations: District shall be responsible for scheduling of all reservations at these parks and rentals at Idyllwild Town Hall. This includes, but is not limited to, soccer fields, baseball fields, and special events.

Risk Management: CSA Park Administration (as owner) shall continue to pay County Liability Insurance for all CSA park sites. District shall retain insurance coverage for its employees.

Utilities: CSA Park Administration (EDA) shall pay all utilities associated with CSA park sites.

Additional contract services: If District and EDA mutually determine that additional contract services are needed then said services shall be contracted and paid for by EDA. District shall provide maintenance oversight.

Additional costs: EDA will be notified prior to additional costs being incurred. These costs include, but are not limited to, emergency work and supplies provided the costs exceed the total amount of the Agreement.

Total Service Agreement Costs: \$1,709,613 (July 1, 2014 – June 30, 2015)

EXHIBIT B

Payment Schedule & Budget

EDA shall transfer the estimated sum of the \$1,709,613 to DISTRICT in the following payment installations:

Date	Amount
July 1, 2014	\$854,806.50
February 1, 2015	\$854,806.50
July 1, 2015	\$854,806.50
February 1, 2016	\$854,806.50

After the first year of this Agreement, both parties shall review the total annual payment amount and revise based upon actual costs incurred by DISTRICT. Payment schedule for additional years will be approved by mutual written consent and shall be incorporated in written amendments to this Agreement.

BUDGET ESTIMATE:

CSA By Type	RivCoParks Est.
CSA 36 - Idyllwild Town Hall	\$176,000
CSA PARKS	\$1,074,640
CSA 134/143 Rec Programs	\$235,980
RivCo Parks Administrative Fees	\$222,993
CSA TOTAL	\$1,709,613