

**SUBMITTAL TO THE BOARD OF DIRECTORS
RIVERSIDE COUNTY REGIONAL PARKS AND OPEN SPACE DISTRICT
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



From: Supervisor Kevin Jeffries

SUBMITTAL DATE:
June 25, 2014

SUBJECT: Memorandum of Understanding between the County of Riverside and the Riverside County Regional Parks & Open Space District for Transfer of Responsibility and Operation of Community Centers, CEQA Exempt [\$0] Revenue 100%

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the discretionary action (execution of the agreement) is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities;
2. Authorize the Chairman of the Board to Execute the Memorandum of Understanding (MOU) on behalf of the Regional Park and Open Space District; and
3. Authorize the District General Manager to sign agreements with County and third parties necessary to operate and maintain the Community Centers in a similar manner to those previously provided by County related to this Agreement, within the statutory limits of the General Manager's authority under Public Resources Code and as approved by County Counsel.

BACKGROUND: SUMMARY
(Commences on Page 2)


Kevin Jeffries, First District Supervisor

DISTRICT

Prev. Agn. Ref.:

District:

Agenda Number:

13-4

BACKGROUND: (Continued)

Summary:

On May 21, 2013, the Riverside County Board of Supervisors provided direction and approved during discussion of Minute Order 3-3, County fiscal and reorganizational priorities and recommendations to contract County Service Area park operations from the County of Riverside (County) to the Regional Park and Open-Space District (District). In addition, both the County and the District desire to transfer responsibility and operation of Community Centers from the County to the Regional Park and Open Space District (District).

This Memorandum of Understanding facilitates the transfer of responsibility and operations of the listed Community Centers from the County of Riverside Economic Development Agency to the District.

Under this MOU the District will now be responsible to operate, maintain and provide management at the listed Community Center facilities. The District will also be assigned existing contracts for the Community Centers and which include community partnership contracts that provide child-care and development programs, community wellness and health education programs, senior programs and recreational outreach and all community center programming activities that were previously performed by the County of Riverside Economic Development Agency.

This transfer of the operational and management responsibilities of the community centers to the Regional Park and Open Space District seeks to provide efficiency and improve delivery and choice of services to the residents and communities that are served by these important Community Centers.

The facilities covered under this MOU are listed below:

Good Hope Community Center
21565 Steele Peak Drive
Perris, Ca. 92570
1,200 square feet

Eddie D. Smith Senior Center
5888 Mission Boulevard
Riverside, CA 92509
9,716 square feet

Mead Valley Community Center
21091 Rider Street
Perris, CA 92570
38,000 sq. ft.

Cabazon Community Center and Child Development Center
50390 Carmen Avenue
Cabazon, CA 92230
11,600 sq. ft.

Norton Younglove Community Center
459 Center Street
Riverside, CA 92509
3,958 sq. ft.

Idyllwild Town Hall
25925 Cedar Street
Idyllwild, CA 92549
4,000 sq. ft.

Attachment:
Memorandum of Understanding

1 **MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE**
2 **COUNTY OF RIVERSIDE**
3 **AND THE**
4 **RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**
5 **FOR THE TRANSFER OF RESPONSIBILITY AND OPERATION OF COUNTY**
6 **COMMUNITY CENTERS**

7 **THIS AGREEMENT** is entered into as of the 1st day of July, 2014, by the County of Riverside,
8 hereinafter referred to as COUNTY, and the Riverside County Regional Park and Open-Space
9 District hereinafter referred to as DISTRICT.

10 **RECITALS**

11 WHEREAS, the COUNTY controls or is the owner of record for certain real properties
12 located in communities throughout the Riverside County, as listed on Exhibit "A" attached
13 hereto (collectively referred to as the "Property");

14 WHEREAS, each Property has situated thereon a community center and/or park grounds
15 (hereinafter collectively referred to as the "Community Center(s)") currently operated by
16 COUNTY. This Memorandum of Understanding affects only the portions of each Property as
17 depicted by yellow border on Exhibits "B1" through "B7," attached hereto;

18 WHEREAS, the DISTRICT has the capability to operate, maintain and provide programs
19 for the Community Centers and in the interest of the residents and the surrounding communities;

20 WHEREAS, the COUNTY has chosen to transfer responsibility of the operations and
21 programming of Community Centers to the DISTRICT on July 1, 2014, or as soon thereafter
22 contingent upon funds being transferred to the DISTRICT;

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

25 **SECTION I. DISTRICT RESPONSIBILITIES:**

 A. DISTRICT shall operate, maintain and provide programs for the Community Centers as
 listed in Exhibit A attached hereto and incorporated herein. DISTRICT represents and maintains

1 that it is skilled to perform all services, duties and obligations required by this Agreement to
2 fully and adequately provide these services.

3 B. DISTRICT shall perform the services and duties in conformance to and consistent with
4 the standards generally recognized as being employed by professionals in the same discipline in
5 the State of California. DISTRICT further represents and warrants that it or its contractors have
6 all licenses, permits, qualifications, and approvals of whatever nature legally required to practice
7 its professional service. DISTRICT further represents that it or its contractors shall keep all such
8 licenses and approvals in effect during the term of this Agreement.

9 C. In the event that the COUNTY fails to provide funds pursuant to Section II, DISTRICT
10 shall not be responsible for operating the Community Centers, or DISTRICT shall, in its own
11 discretion, be entitled to reduce services and operation hours accordingly.

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

13 A. COUNTY shall provide funding to DISTRICT to cover the costs and performance of all
14 duties and obligations required by DISTRICT within this Agreement. Said funding or budget
15 shall be paid in amounts and at times to be determined by the COUNTY Executive Office in
16 conjunction with the DISTRICT. COUNTY shall make said funding available to DISTRICT for
17 the period covering July 1, 2014 through June 30, 2015, and annually thereafter, unless earlier
18 terminated. DISTRICT shall provide COUNTY with an annual income and expenditure report.
19 Periodical financial reports will be made available to COUNTY upon request.

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

24 **SECTION III. GENERAL:**
25

1 **A. TERM OF AGREEMENT.** The term of this Agreement shall be effective from
2 July 1, 2014 through June 30, 2015, and shall automatically renew annually thereafter.

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

7 **C. TERMINATION.** Notwithstanding any other provision of this Agreement the
8 COUNTY and the DISTRICT may mutually agree to terminate this MOU for any reason but said
9 termination will be subject to COUNTY Board of Supervisors and DISTRICT Board of
10 Directors approval.

11 **D. INDEMNIFICATION.** DISTRICT shall indemnify and hold COUNTY, its
12 officers, agents and employees free and harmless from liability to any person or entity not a party
13 to this Agreement from any damage, loss or injury to person and/or property which primarily
14 relates to or arises from the acts, negligence or willful misconduct of the DISTRICT, its officers,
15 agents or employees in the execution or implementation of the Agreement; COUNTY shall
16 indemnify and hold DISTRICT, its officers, agents, or employees free and harmless from any
17 person or entity not a party to this Agreement from any damage, loss or injury to person and/or
18 property which primarily relates to or arises from the acts, negligence or willful misconduct of
19 COUNTY, its officers, agents or employee in the execution or implementation of this
20 Agreement.

21 **E. LIMITATIONS ON USE.** The Community Centers shall be operated by the
22 DISTRICT for the purpose of providing services for community support and for the benefit of
23 residents and the general population of the surrounding communities.

24 **F. CONTRACTING WITH THIRD PARTIES.** DISTRICT may enter into
25 agreements and contracts for the purposes of operation, repair, maintenance, or replacement of

1 facilities and improvements ancillary and in connection with the operation and use of the
2 Community Centers. All such agreements and contracts shall contain provisions necessary to
3 protect the COUNTY, its officers, employees, successors, and assigns from any liability arising
4 out of the operation, maintenance, or replacement of any improvements and facilities in the
5 Community Centers. The term of any permit, contract, or other agreement entered into by the
6 DISTRICT affecting or related to the Community Centers shall not exceed the term of this
7 Agreement.

8 **G. MAINTENANCE.** DISTRICT shall be responsible and pay for or cause to be
9 paid for any and all routine and recurring maintenance of the Community Centers. DISTRICT
10 shall maintain, or cause to be maintained, the interior and exterior of the Community Centers, the
11 parking lot and landscape in good and clean condition and use in accordance with all applicable
12 laws, including without limitation such zoning, safety ordinances and laws, environmental
13 regulations, and such rules and regulations hereunder as may be binding upon the DISTRICT.

14 COUNTY shall be responsible and pay for or cause to be paid for any and all capital
15 improvements at the Community Centers. Capital improvements include, but are not limited to,
16 renewal and replacement of mechanical, electrical, plumbing and building envelope equipment
17 and systems.

18 At current, the Mead Valley Community Center construction project has not yet been
19 formally completed or accepted by COUNTY. The DISTRICT shall not be responsible for
20 maintenance and security at Mead Valley Community Center until the construction project has
21 been completed and the project has been formally accepted by the COUNTY Board of
22 Supervisors.

23 **H. UTILITIES.** During the term of this Agreement, DISTRICT further agrees to
24 pay, or cause to be paid, all utilities used at the Community Centers including without limitation
25

1 water, gas, heat, light, power, telephone service, refuse collection and removal, and all other
2 services supplied to the Community Centers.

3 **I. INSURANCE.** DISTRICT recognizes that the COUNTY is self-insured and that
4 the Community Centers are covered under the COUNTY's blanket insurance policy. DISTRICT
5 agrees to work with COUNTY Risk Management and to report any and all claims, occurrences
6 or modifications to the facilities as is required.

7 **J. ASSIGNMENT OF EXISTING CONTRACTS AND AGREEMENTS.**
8 COUNTY hereby assigns all existing contracts and agreements for operations and services for
9 Community Centers, as listed in Exhibit "C," to the DISTRICT.

10 **K. CONTACT PERSONS.** Any required notices or correspondence shall be sent to
11 the contacts persons listed below:

12 **COUNTY OF RIVERSIDE**
13 **C/O RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY**
14 Deputy Director, RE Division
15 P. O. Box 1180
16 Riverside, CA 92502
17 (951) 955-8916
18 (951) 955-9505 FAX

19 **RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT**
20 Brande Hune, Chief – Business Operations
21 4600 Crestmore Road
22 Jurupa Valley, CA 92509
23 (951) 955-4398
24 (951) 955-4305 FAX

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

M. GOVERNING LAW AND VENUE. This Agreement and all of its terms and
provisions shall be construed in accordance with the laws of the State of California. Any action
at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or

rights provided for by this agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California.

N. 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.

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

COUNTY OF RIVERSIDE

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT

By: _____
Jeff Stone
Chairman, Board of Supervisors


By: _____
Kevin Jeffries
Chairman, Board of Directors

ATTEST:
Clerk of the Board
Kecia Harper-Ihem

By: _____
Deputy

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

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

By: 
Patricia Munroe
Deputy County Counsel

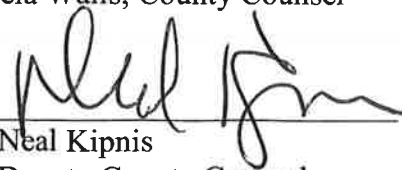
By: 
Neal Kipnis
Deputy County Counsel

EXHIBIT A

List of Community Centers

James A. Venable Community Center and Cabazon Child Development Center
50390 Carmen Avenue
Cabazon, CA 92230

Eddie D. Smith Senior Center
5888 Mission Boulevard
Riverside, CA 92509

Goodhope (Moses Schaffer Community Center)
21565 Steele Peak Drive
Perris, CA 92570

Highgrove (Norton Younglove Community Center)
459 Center Street
Riverside, CA 92509

Idyllwild Town Hall
25925 Cedar Street
Idyllwild, CA 92549

Mead Valley Community Center
21091 Rider Street
Perris, CA 92570

EXHIBIT B1 – JAMES A. VENABLE COMMUNITY CENTER

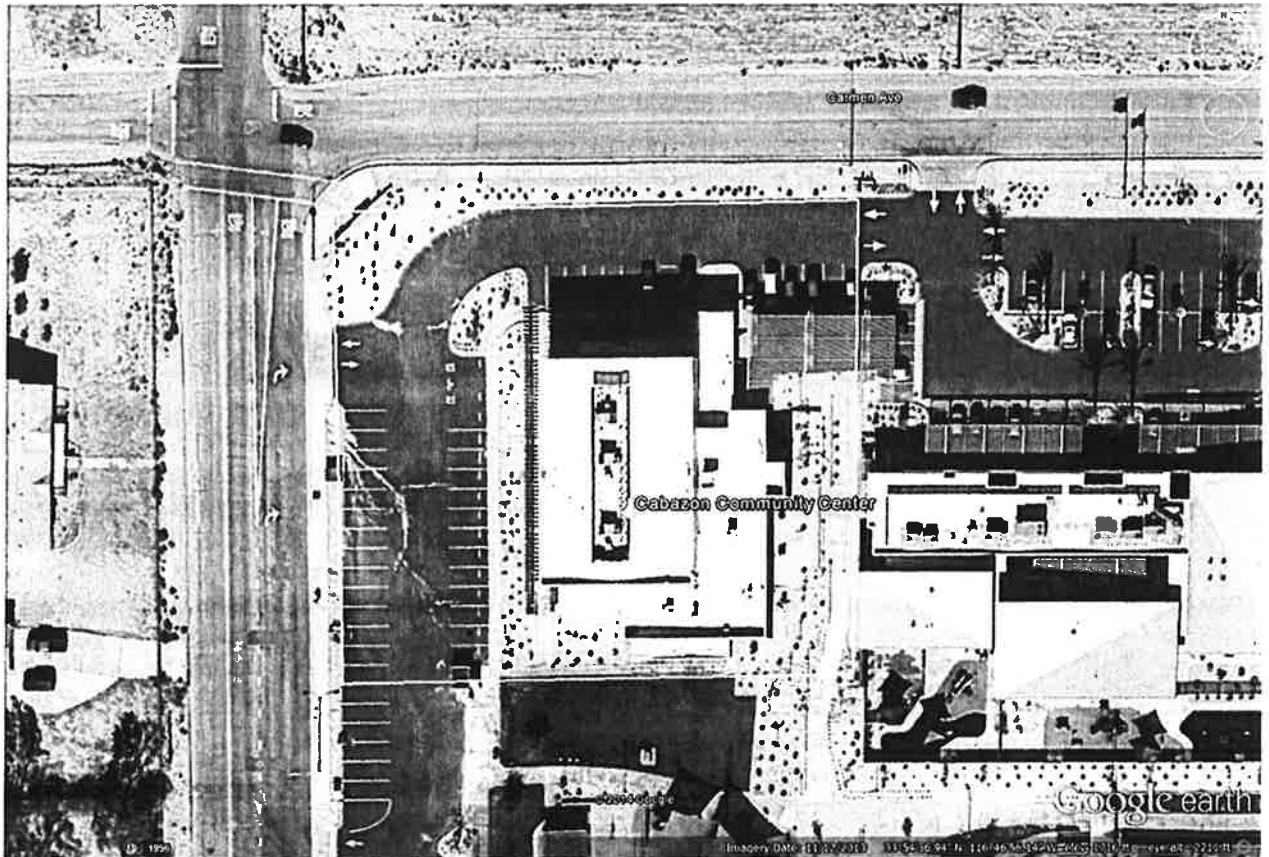


EXHIBIT B2 – CABAZON CHILD DEVELOPMENT CENTER



EXHIBIT B3 – EDDIE D. SMITH SENIOR CENTER

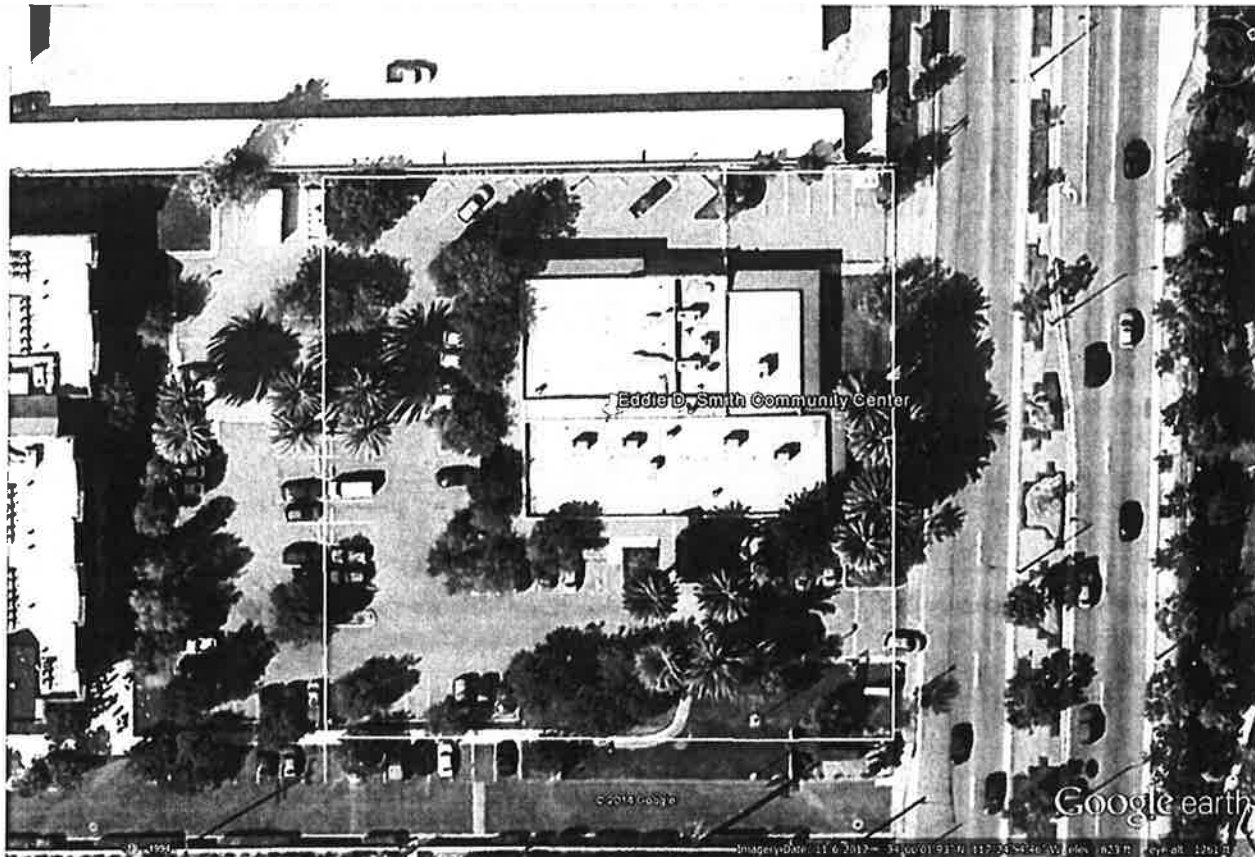


EXHIBIT B4 – MOSES SCHAFFER COMMUNITY CENTER & PARK

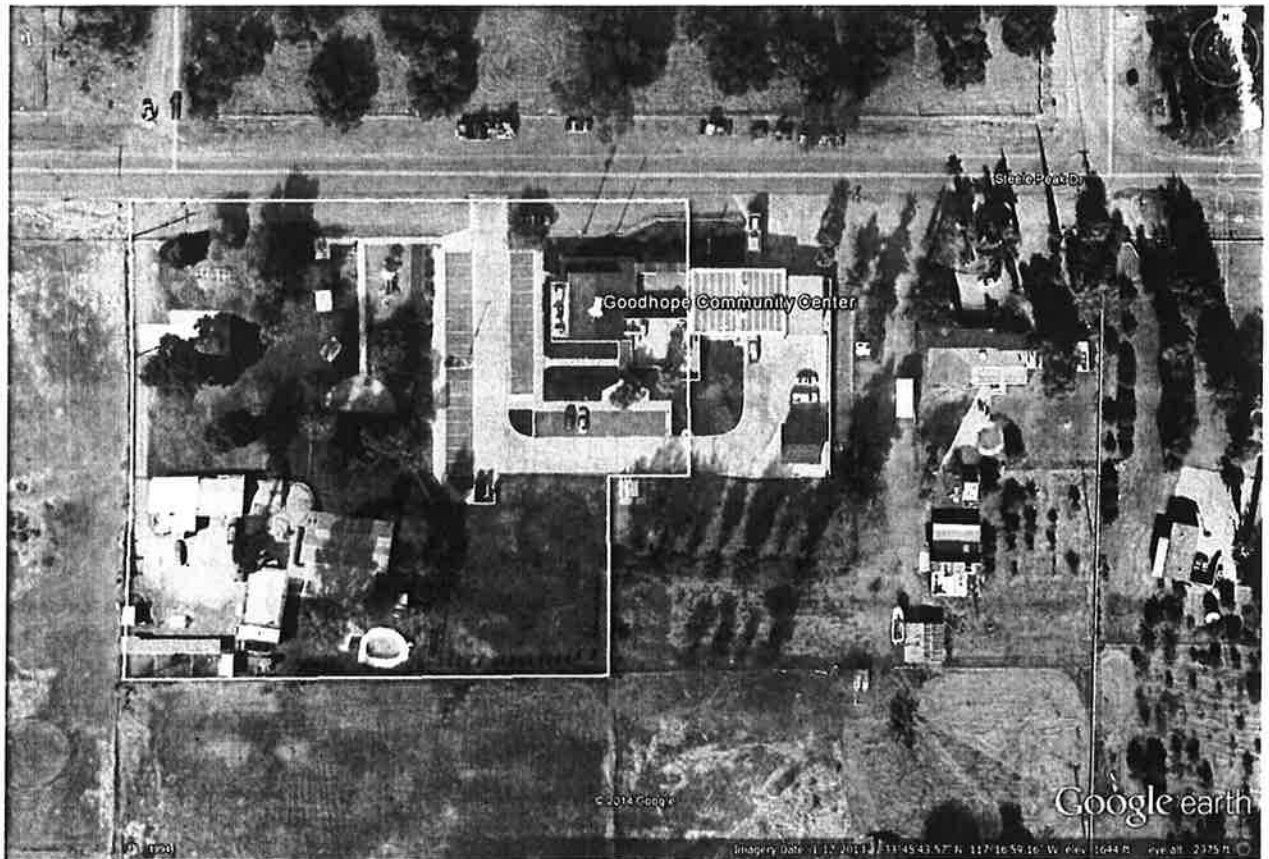


EXHIBIT B5 – NORTON YOUNGLOVE COMMUNITY CENTER

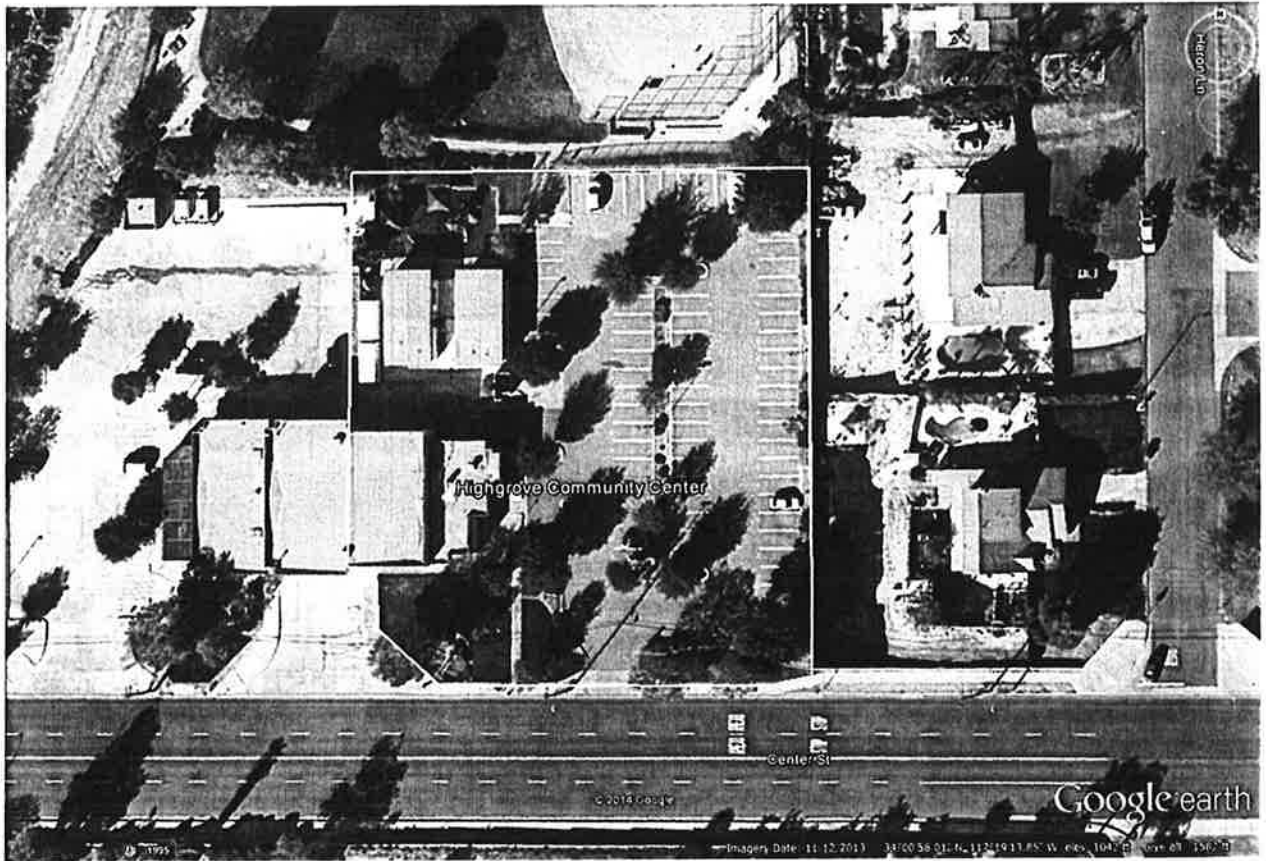


EXHIBIT B6 – IDYLLWILD TOWN HALL

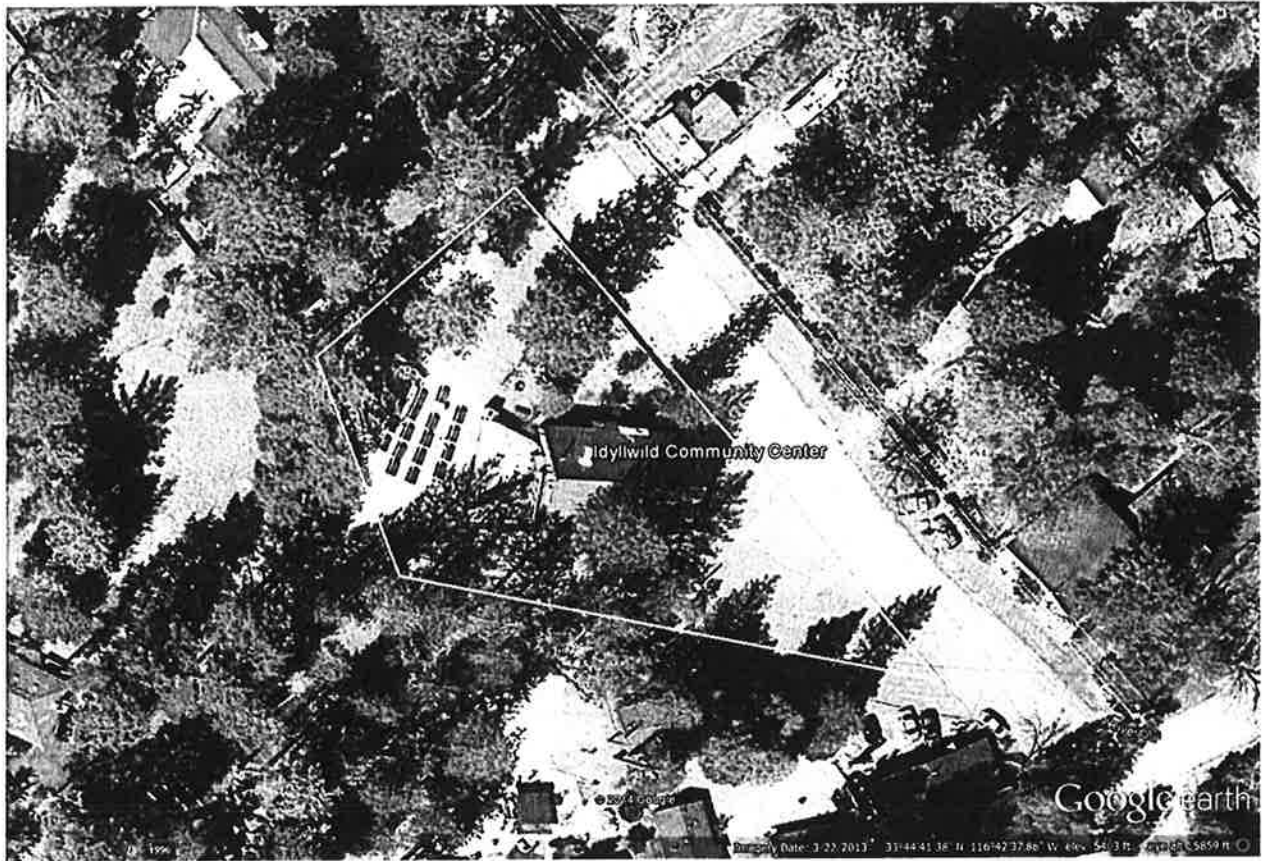


EXHIBIT B7 – MEAD VALLEY COMMUNITY CENTER

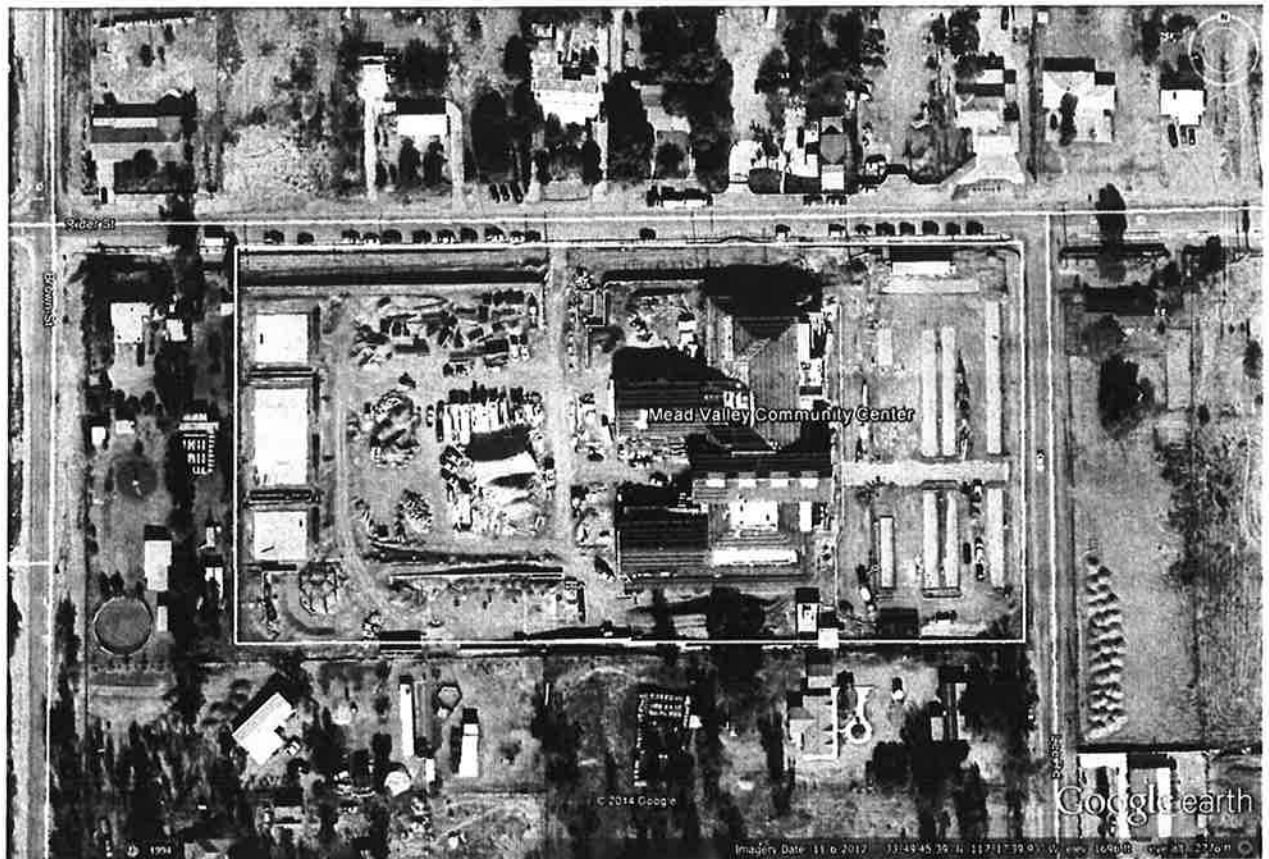


EXHIBIT C

ASSIGNED CONTRACTUAL AGREEMENTS

Cabazon Civic Center	A Lease & Operating Agreement to FSA dated 4/17/2013 for the entire James A. Venable Community Center.
Cabazon Civic Center	A Lease & Operating agreement to FSA dated 4/17/2013 for the Child Development Center.
Eddie D. Smith Senior Center	A month-to-month Agreement for Contract Services with Rae Wojtasiewicz for administrative support services
Eddie D. Smith Senior Center	A month-to-month Agreement for Contract Services with William Arriola for coordinating the Food Share Program
Eddie D. Smith Senior Center	A month-to-month Agreement for Contract Services with Lynne D. Craig for managing and directing
Eddie D. Smith Senior Center	A month-to-month Agreement for Contract Services with Robert J. Craig for managing and directing
Highgrove (Norton Younglove)	A month-to-month Lease & Operating Agreement to FSA dated 6/30/2013 for the entire Norton Younglove Community Center, term has expired
Idyllwild Town Hall	A month-to-month lease from Jay Johnson dated 12/15/2012 for the entire property.
Mead Valley Community Center	MOU DPSS – a memorandum of understanding with the Department of Public Social Services dated 10/3/2013, for 4,480 square feet of space within the Mead Valley Community Center
Mead Valley Community Center	MOU Workforce Development – a memorandum of understanding with EDA Workforce Development dated 10/1/2013, for 4,104 square feet of space within the Mead Valley Community Center
Mead Valley Community Center	A lease in favor of Dr. Rios dated 11/13/2013 for 6,379 square feet of space within the Mead Valley Community Center to provide medical/dental services
Mead Valley Community Center	A lease in favor of Smooth Transitions dated 2/5/2014 for 1,302 square feet of space within the Mead Valley Community Center to provide culinary school and food services
Mead Valley Community Center	A proposed/draft and unexecuted Operating Agreement in favor of Renu-Hope Foundation within the Mead Valley Community Center to provide child care services.