

FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRIAMOS  
DATE: 4/22/15

Departmental Concurrence

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

820



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
April 30, 2015

**SUBJECT:** Operating Agreements between the County of Riverside and the Desert Recreation District – Indio Hills, Bermuda Dunes and Mecca areas, District 4, CEQA Exempt, [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15301 Class 1 - Existing Facilities Exemption and Section 15061 (b)(3) "Common Sense" Exemption;
2. Approve the attached Operating Agreements and Authorize the Chairman of the Board to execute the agreements on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

**BACKGROUND:**

**Summary**

Commences on Page 2

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: N/A				Budget Adjustment: No	
				For Fiscal Year: 2014/15	

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

APPROVE

BY:   
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

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

Economic Development Agency

**FORM 11:** Operating Agreements between the County of Riverside and the Desert Recreation District – Indio Hills, Bermuda Dunes and Mecca areas, District 4, CEQA Exempt, [\$0]

**DATE:** April 30, 2015

**PAGE:** 2 of 3

## **BACKGROUND:**

### **Summary**

The County of Riverside constructed the Indio Hills, Bermuda Dunes and North Shore Community Centers to serve the needs of the surrounding communities. The Centers serve as a vital meeting place to conduct community meetings (Community Council, Neighborhood Watch), special events, ESL (English as a Second Language) and enrichment classes, conduct afterschool and summer camp programs, and provide physical fitness classes.

These facilities were primarily constructed using Redevelopment Funds and with the expectation that additional funding would be made available in order to maintain operations and programming. The County continues to seek ways to operate the facilities effectively and efficiently and to provide important services and programs to the communities we serve.

These community centers are all located within the sphere of the Desert Recreation District and the District has offered to operate and maintain these facilities at no additional cost to the County of Riverside. The District will utilize these vital facilities to continue providing services to the community while generating ongoing funding through building rentals and program fees. These Operating Agreements will ensure the long term success and vitality of each Center while minimizing the fiscal burden on the County's General Fund.

This activity is exempt from CEQA, pursuant to the Section 15301 Class 1 and the "Common Sense" Exemption, set forth in Section 15061 (b) (3) of the CEQA guidelines. By this Operating Agreement the property will not lead to any specific development, change in use, or other action that would create a direct or indirect reasonably foreseeable physical impact on the environment. No specific capital improvement plans have been prepared for the development of this property. The Operating Agreement merely changes the management of the property from the County to the Desert Recreation District. Thus, any environmental analysis related to potential future uses would be speculative and would not lead to any meaningful public review.

Operating Agreement and locations are summarized below:

#### **Desert Recreation District:**

Indio Hills Community Center 80-400 Dillon Road Desert Hot Springs, CA. 92241 3,208 Square feet	Bermuda Dunes Community Center 78-400 Avenue 42 Bermuda Dunes, Ca. 92203 2,344 Square feet	North Shore Community Center 99155 Sea View Drive Mecca, Ca. 92254 6,400 Square feet
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The agreements have been reviewed approved by County Counsel as to legal form.

### **Impact on Citizens and Businesses**

The ongoing service and programs provided at these Community Centers will serve to enhance the quality of life for the residents of these communities. The businesses located around these centers will benefit from the local economic impact derived from the operation of these facilities.

(Continued)

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

**FORM 11:** Operating Agreements between the County of Riverside and the Desert Recreation District –  
Indio Hills, Bermuda Dunes and Mecca areas, District 4, CEQA Exempt, [\$0]

**DATE:** April 30, 2015

**PAGE:** 3 of 3

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The financial costs to the County to maintain, clean, operate, and staff these Centers will be eliminated in favor of the Desert Recreation District fulfilling these obligations through this agreement.

**Attachments:**

Operating Agreements for Indio Hills, Bermuda Dunes and Mecca  
CEQA Notice of Exemption



## NOTICE OF EXEMPTION

March 11, 2015

**Project Name:** County of Riverside, Operating Agreements with the Desert Recreation District

**Project Number:** FM0419140002

**Project Location:**

80-400 Dillon Road, Indio Hills, California 92241; Assessor Parcel Number 750-030-034

78-400 Avenue 42, Bermuda Dunes, California 92203; Assessor Parcel Number 607-141-024

99-155 Sea View Drive, Mecca, California 92254; Assessor Parcel Number 723-221-001

(see attached exhibits)

**Description of Project:** The County of Riverside (County) previously constructed the Indio Hills, Bermuda Dunes and North Shore Community Centers (Centers) to serve the needs for the surrounding communities. The Centers serve as a vital meeting place to conduct community meetings (Community Council, Neighborhood Watch), special events, ESL (English as a Second Language) and enrichment classes, conduct afterschool and summer camp programs, and teaches physical fitness. These facilities were constructed primarily with Redevelopment Funds with the expectation that additional funding would be made available later to maintain operations. The County has not been able to secure long term operational funding due to budget constraints. The Centers are located within the sphere of the Desert Recreation District (District), which has offered to operate and maintain these facilities in their similar capacity at no additional cost to the County. Therefore, the County and the District will enter into Operating Agreements to ensure the long term success of each Center while minimizing the fiscal burden on the County (Project). The Project does not allow for any tenant improvements, internal/external upgrades, or substantive changes to the ongoing use of the Centers. The operation of the Centers will continue to be similar to ongoing uses and will not result in an increase in the intensity of the use of the site. No additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency; Desert Recreation District

**Exempt Status:** State California Environmental Quality Act (CEQA) Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b)(3), General Rule or "Common Sense" Exemption.

**Reasons Why Project is Exempt:** The Project is 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 any

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[www.rivcoeda.org](http://www.rivcoeda.org)

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Workforce Development

impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The Operating Agreements for the continued operation of the Centers is not anticipated to result in any significant physical environmental impacts. The Centers are in an existing developed area, with no vacant or raw land that would be impacted by the Project.

- Section 15301 – Class 1 Existing Facilities Exemption. This 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 the Operating Agreements of three existing Centers. As previously discussed, no physical upgrades, changes in usage or tenant improvements are included as part of the Project. The Operating Agreements will not increase or expand the use of the site, and merely allows for the continued use of the site in a similar capacity; therefore, the Project meets the scope and intent of the Class 1 Exemption.
- 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 *Muzzy Ranch Co. v Solano County Airport Land Use Comm’n* (2007) 41 Cal.4th 372.

With certainty, there is no possibility that the Project may have a significant effect on the environment. The Operating Agreements of an existing community center that only allows for the continued ongoing use of the site with no physical changes to the Centers will not have a physical environmental effect on the environment. No construction impacts would occur. The use and operation of the Centers will be substantially similar to the existing uses and will not create any new environmental impacts to the surrounding area. The Project would not create any additional traffic nor result in an increase in noise impacts associated with the use of the site. Operational impacts would remain the same as they currently exist. 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.

Based upon the identified exemptions above, 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. No further environmental analysis is warranted.

Signed: \_\_\_\_\_



Date: \_\_\_\_\_

3/11/15

John Alfred, Acting Senior Environmental Planner  
County of Riverside, Economic Development Agency

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Operating Agreements with the Desert Recreation District**

**Accounting String: 524830-47220-7200400000- FM0419140002**

DATE: March 11, 2015

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature: \_\_\_\_\_



PRESENTED BY: Lorie Houghlan, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

RECEIPT # (S) \_\_\_\_\_





Date: March 11, 2015

To: Mary Ann Meyer, Office of the County Clerk

From: John Alfred, Acting Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0419140002**  
80-400 Dillon Road, Indio Hills, California 92241; Assessor Parcel Number 750-030-034  
78-400 Avenue 42, Bermuda Dunes, California 92203; Assessor Parcel Number 607-141-024  
99-155 Sea View Drive, Mecca, California 92254; Assessor Parcel Number 723-221-001

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10<sup>th</sup> Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.**

Attachment

cc: file

## RIVERSIDE COUNTY GIS



**Selected parcel(s):**

750-030-034

**\*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.

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Version 131127



## RIVERSIDE COUNTY GIS



### Selected parcel(s):

607-141-024

#### \*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.

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BERMUDA DUNES COMMUNITY CENTER  
OPERATING AGREEMENT NO. 15-02-004-RC

This Operating Agreement (Agreement) is entered into as of the \_\_\_\_ day of March, 2015 by and between the County of Riverside (COUNTY), a political subdivision of the State of California and the Desert Recreation District (DRD), a California Recreation District, sometimes jointly referred to herein as the PARTIES, with reference to the following:

RECITALS

- I. WHEREAS, County is the owner of record of certain real property located at 78-400 Avenue 42, Bermuda Dunes, California, identified as Assessor's Parcel Number 607-141-024 (Property), which is more particularly depicted on Exhibit A, attached and incorporated herein by reference.
- II. WHEREAS, the Property includes the Bermuda Dunes Community Center, (Center) which is an approximately 2,344 square foot multipurpose building located on .41 +/- acres, and owned by the COUNTY, also referred to as the "developed portion of the Property."
- III. WHEREAS, COUNTY wishes to assist in providing services from the Center that are in the vital and best interest of the residents of Bermuda Dunes;
- IV. WHEREAS, DRD needs a site in the community of Bermuda Dunes to provide these services;
- V. WHEREAS, the purpose of this Agreement is to set out the terms and conditions for use of the developed portion of the Property for DRD to provide services to the community; and
- VI. WHEREAS, the COUNTY and DRD desire, by this Agreement, to enter into an Operating Agreement for the Property in accordance with the terms and conditions of this Agreement.

## COVENANTS

### ARTICLE I

#### PROPERTY AND TERM

1.1 Effective Date. The effective date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the effective date.

1.2 Term. The term of this Agreement shall be for an initial period of five (5) years (the "initial period") commencing on \_\_\_\_\_, 201\_\_ as defined in Section 1.1, and thereafter shall be automatically renewed for three (3) year periods from time to time (the "renewal period") unless terminated as provided in Article 7 herein.

1.3 Acceptance of PROPERTY. Except for tenant improvements approved by the COUNTY, prior to DRD's occupancy, DRD accepts the property as an "as-is" and "where is" condition based solely on DRD's own studies and investigations on the date of the commencement of the term of this Agreement.

1.4 Reservation. This Agreement shall not create a lease or other real property interest and is non-exclusive as to the use of this Property. Because other use or lease of the Property would interfere with DRD's performance under this Agreement, DRD shall administer the use of the Property by third parties under its policies for facilities use, which current policies and procedures are set out on Exhibit B. DRD shall retain the proceeds from such third party use, if any. Any third party use shall be consistent with the services outlined in Section 3.1 for the benefit of the community. DRD shall use its best efforts to address requests by County for the use of the Property by such third parties. County shall not lease the Property to any third party during the term of this Agreement or any extension thereof.

1.5 In consideration of DRD providing services to the community, as more specifically outlined in Section 3.1 and Exhibit C, the County will provide the developed portion of the property pursuant to the maintenance and utility responsibilities of DRD contained herein, but with no additional monthly rental charges.

## ARTICLE II

### RENT, TAXES AND UTILITIES

2.1 Taxes and Assessments. During the term of this Agreement, DRD also agrees to pay, or cause to be paid, all applicable real and personal property taxes, general and special assessments, and other charges of every description as may be levied on or assessed against the Center, improvements to the Center, or personal property owned by DRD and located on or in the Center to the extent that such taxes, assessments and charges are not inconsistent with COUNTY's or DRD's exempt status under the Internal Revenue Code and other applicable statutes and regulations.

2.2 Utilities. During the term of this Agreement, DRD further agrees to pay, or cause to be paid, all utilities used upon the property including, without limitation, water, gas, heat, light, power, telephone service, refuse collection and removal, and all other services supplied to the Center through existing connections.

## ARTICLE III

### USE, MAINTENANCE, AND COMPLIANCE WITH LAWS

3.1 Limitations on Use. Center shall be operated by DRD for the sole purpose of providing recreation and park services for community support and for the benefit of residents and the general population of the unincorporated area of Bermuda Dunes which may include, but are not limited to those set out on Exhibit C, such as programs for child care, community meeting areas, senior center services, and visitors center services (collectively, "Services"). "Use" includes the appropriate signage as determined by DRD.

3.2 No Liens or Easements. Except for permitted encumbrances, easements, and restrictions approved in writing by COUNTY, DRD agrees and covenants not to place any deed of trust, mortgage, or any other type of security lien upon the property during the term of this Agreement without the written consent of COUNTY, in the sole discretion of the COUNTY.

3.3 Maintenance of the Center. DRD shall, at its sole cost and expense, maintain, or cause to be maintained, the Center, the developed portion of the property,



parking lot and landscaping in good, clean condition and use as outlined in Section 3.1 above and in accordance with all applicable laws, including but not limited to health, fire and safety ordinances and laws, environmental regulations, and such rules and regulations hereunder as may be binding upon DRD, reasonable wear and tear excepted. DRD will be responsible for all recurring maintenance of the premises, while County shall be responsible for all capital renewal and capital improvement project costs.

3.4 Improvements by DRD. Any alterations, improvements, installation of fixtures or minor repairs to be undertaken by DRD shall have the prior written approval of County after DRD has submitted plans for any such proposed alterations, improvements or fixtures to County in writing. Such consent shall not be unreasonably withheld by County. Notwithstanding, prior County consent is not required for emergency repairs or those needed for on-going safety reasons.

3.5 Compliance with Laws and Restrictions. DRD shall, at its sole cost and expense, obtain any and all necessary permits and shall fully comply with all applicable building and zoning ordinances. DRD further agrees to use the Center in material compliance with all laws now in force or which may hereafter be in force relative to its use as outlined in Section 3.1, including without limitation compliance with all federal, state, and local statutes and regulations, as well as all covenants, conditions, and restrictions contained in this Agreement.

#### ARTICLE IV

##### FINANCING AND CONTRACTING WITH THIRD PARTIES

4.1 Contracting with Third Parties. DRD may enter into agreements and contracts for the purpose of operation, repair, maintenance or replacement of facilities and improvements ancillary and in connection with the Services required to be performed. All such agreements and contracts shall contain provisions necessary to protect the COUNTY, its officers, employees, successors, and assigns from any liability arising out of the operation, maintenance or replacement of any improvements and facilities in the Center.

4.2 DRD may enter into permits, contracts, licenses or other agreements affecting or related to the Center, but in no event shall the term of the any such agreement extend beyond the term of this Agreement and any extensions thereof.

## ARTICLE V INSURANCE

5.1 Insurance Requirements. During the term of this Agreement (including any renewal or extension thereof), DRD shall, at DRD's sole cost and expense, procure and maintain, or cause to be procured and maintained, Commercial General Liability insurance coverage, including but not limited to, comprehensive general liability insurance to cover its performance or failure to perform and property damage under this Agreement. Said policy or statement of coverage shall name the County of Riverside as an Additional Insured. The policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. 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. DRD may self-insure to meet this requirement. County shall maintain property insurance, may self-insure for such coverage, and shall name DRD as an additional insured.

## ARTICLE VI DAMAGE OR DESTRUCTION DURING TERM

6.1 Restoration of Property. If during the term of this Agreement, the Center is damaged, whether or not from a risk covered by insurance, and subject to the other provisions of this Agreement regarding termination, County or DRD (depending upon responsibility) shall promptly and expeditiously make the repairs necessary to restore the Center and all the improvements thereon, to a condition for occupancy or use comparable to the condition thereof before such damage; provided that County determines in its reasonable discretion, that it is feasible to do so and that the Parties are able to provide or to cause to be provided sufficient additional funds, which when added to such insurance proceeds will fully effect such restoration.

## ARTICLE VII

### DEFAULT AND TERMINATION

7.1 Events of Default. The following events shall be a default by DRD ("EVENT OF DEFAULT"):

(a) Failure of DRD to perform or observe any material provisions or condition of this Agreement, including maintaining the Center in good condition consistent and providing Services as outlined in Section 3.1;

(b) The subjection of any material right or interest of DRD to attachment, execution, or other levy, or to seizure under legal process which would materially interfere with DRD's ability to comply with the required uses set forth in Section 3.1 above in the Center;

(c) In the event the Center becomes a public nuisance or disturbs the peace and tranquility of the surrounding residents.

7.2 Notice and Right to Cure. Prior to pursuing any remedy for an alleged default of DRD, COUNTY shall provide written notice of default to DRD. Each notice of default shall specify in detail the alleged EVENT OF DEFAULT and the intended remedy. DRD shall have forty-five (45) days after notice is delivered (see Section 11.3: Notices) to cure the alleged default. In the event that any non-monetary default is of such a nature that the same cannot reasonably be cured within the 45-day period described above, then the cure period shall be extended by such further reasonable period (not to exceed an additional forty-five (45) days so long as DRD commences the cure within the 45-day period described above and thereafter diligently prosecutes the cure to completion.

7.3 Remedies. In the event a material default by DRD continues uncured for a period of forty-five (45) days following written notice, in addition to the rights and remedies provided by law or equity, COUNTY may at its election terminate this Agreement by giving DRD written notice of termination. On the giving of notice of termination, all DRD's rights in the property and improvements shall terminate.

Promptly after notice of termination, DRD shall surrender and vacate the property and all improvements in good and clean condition, reasonable wear and tear excepted.

7.4 Early Termination by DRD or County. DRD or County may terminate this Agreement at any time by giving written notice to either party at least one hundred twenty (120) days prior to the effective date of such termination. Upon such termination, DRD must surrender the property and all improvements in good and clean condition, reasonable wear and tear excepted.

## ARTICLE VIII

### ENVIRONMENTAL PROTECTION AND HAZARDOUS WASTE

8.1 Environmental Protection. DRD shall not discharge, dispose of, or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of any kind, within or outside the Center that could result in destruction of habitat or the contamination or pollution of said Center in violation of state or federal laws or regulations. DRD shall at all times comply with all applicable federal, state, and local laws, orders, and regulations, as may be amended with respect to the proper discharge of refuse, garbage, sewage effluent, wastes, storm water runoff, and any and all other pollutants, including soil sediments, and shall cause its employees, agents and other persons or entities under its control to comply fully with such laws, orders, and regulations.

8.2 Hazardous Materials. DRD shall not use or allow anyone else to use the Center to generate, manufacture, refine, transport, treat, store, handle, recycle, release, or dispose of any hazardous material, other than as reasonably necessary for the operation of its operations and activities as contemplated under this Agreement. The term "hazardous material" means any hazardous substance, material, or waste including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists, or petroleum products and their derivatives. However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the premises is contemplated by this Agreement. DRD shall immediately



notify COUNTY in writing in the event of any release of hazardous material, violation of any environmental law, or actions brought by third parties against DRD alleging environmental damage at the Center or on the Property, DRD shall indemnify and hold COUNTY harmless from any and all damages of any nature (including payment of attorney fees) related to or arising out of the discharge or release of hazardous materials caused by DRD or any person or entity under its control at the Center or on the Property. COUNTY represents and warrants to DRD that, to the best of COUNTY knowledge, no hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Center or property prior to the effective dates of this Agreement. In the event that DRD discovers that any hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Center or property prior to the effective date of this Agreement, then DRD shall have the right to immediately terminate this Agreement and shall have no remediation responsibility, and COUNTY shall indemnify, defend and hold harmless DRD from any and all liability of any type related thereto, including attorneys' fees.

## ARTICLE IX

### SURRENDER AND DISPOSITION OF PROPERTY

9.1 Surrender of Property. Upon the expiration of this Agreement, DRD shall surrender the Center to the COUNTY and all improvements in a good and clean condition, subject to reasonable wear and tear.

9.2 Disposition of DRD's Property upon Termination. Upon the expiration or earlier termination of this Agreement, all improvements constructed in the Center (other than trade fixtures or other removable fixtures) shall become the property of COUNTY at no cost or expense to COUNTY.

## ARTICLE X

### INDEMNIFICATION

10.1 Indemnification by DRD. DRD shall defend, indemnify, and hold COUNTY harmless from, and reimburse COUNTY for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of property in connection with or in any way related to, the use by DRD, its agents, contractors, or other third party acting under the direction of DRD, of the Center or any facilities located thereon under this Agreement, except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by, the COUNTY or its officers, directors, employees, agents or contractors, and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement. In addition, DRD shall defend, indemnify, and hold COUNTY harmless from any breach or default in the performance of any obligation to be performed by DRD under this Agreement, any violation of governmental law or regulation, or any intentional misconduct or negligence of DRD, or any officer, agent, or employee, of DRD, regardless of whether such intentional misconduct or negligence was active or passive, and except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by the COUNTY or its officers, directors, employees, agents or contractors and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement.

10.2 COUNTY'S Duties. In the event of the occurrence of any event that is an indemnifiable event pursuant to this section, COUNTY shall notify DRD in writing promptly and, if such event involves the claim of any third person, DRD shall assume all expenses with respect to, the defense, settlement, adjustment, or compromise of any claim, provided that the COUNTY may, if it so desires, employ counsel at its own expense to assist in the handling of such claim, and DRD shall obtain the prior written approval of the COUNTY, which shall not be unreasonably withheld, before entering

into any settlement, adjustment or compromise of such claim. DRD shall reimburse the COUNTY (including officers, directors, and employees of the COUNTY) for any reasonable legal expenses and costs incurred in connection with or in enforcing the indemnity herein provided.

10.3 Survival of Indemnification Requirements. All indemnification obligations hereunder shall survive the expiration or earlier termination of this Agreement.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11.2 Invalidity. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby. To the extent permitted by applicable law, each party to this Agreement waives any provision of law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable, the parties shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intents of this Agreement.

11.3 Notices. All notices, requests, demands, waivers, consents, and other communications hereunder shall be in writing and shall be either transmitted by facsimile machine, hand-delivered, sent by certified mail, or delivered by a regionally or nationally recognized overnight courier service, freight prepaid, and shall be deemed to have been duly given and to have become effective upon receipt, directed to the parties at the following addresses (or at such other address as shall be given in writing by a party hereto:

If to COUNTY, addressed to:      Economic Development Agency  
County of Riverside  
P.O. Box 1180  
Riverside, CA 92502  
ATTN: Executive Director

If to DRD, addressed to:

Kevin Kalman  
General Manager  
Desert Recreation District  
45-305 Oasis Street  
Indio, CA 92201

11.4 Entire Agreement. This Agreement and those documents incorporated herein by reference or attached: (i) constitute the entire agreement, supersede all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter of this Agreement; (ii) is not intended to confer upon any person other than the parties to this Agreement any rights or remedies under this Agreement.

11.5 Additional Documents. In addition to the documents and instruments to be delivered as provided in this Agreement, each of the parties shall, from time to time at the request of the other party, execute and deliver to the other party such other documents and shall take such other actions as may be reasonably required to carry out more effectively the terms of this Agreement.

11.6 Venue. In the event any action or proceeding is commenced to enforce or interpret this Agreement, venue shall lie in the state or federal courts in or nearest the Central Judicial District of the County of Riverside.

11.7 Attorney's Fees. In the event of any legal or equitable proceeding to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees and costs in addition to any other relief granted by law.

11.8 Relationship to the COUNTY and DRD. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of facility owner and user.



11.9 Consents. Where any provision of this Agreement requires a party's consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

11.10 Binding on Successors. The terms, covenants, and agreements herein contained shall bind and inure to the benefit of the COUNTY, DRD, and each of their successors and permitted assigns.

11.11 Amendment. This Agreement shall not be modified or amended without the written consent of both DRD and the COUNTY.

11.12 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.13 Authority to Execute. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations herein.

11.14 No Third Party Beneficiaries. This agreement does not and is not intended to confer any rights or remedies upon any person other than the PARTIES.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Bermuda Dunes Community Center Operating Agreement to be executed as of the date last written below.

COUNTY OF RIVERSIDE  
a political subdivision of the  
State of California

DESERT RECREATION DISTRICT  
a California Recreation District

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisors

By:  \_\_\_\_\_  
Kevin Kalman  
General Manager


Date: \_\_\_\_\_

Date: 2/11/15 \_\_\_\_\_

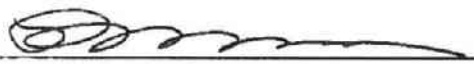
ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

ATTEST:  
Delia Granados, Board Secretary

By: \_\_\_\_\_  
Deputy

By:  \_\_\_\_\_

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By:  \_\_\_\_\_  
Patricia Munroe  
Deputy County Counsel

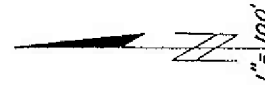
## EXHIBIT A

25-12-10

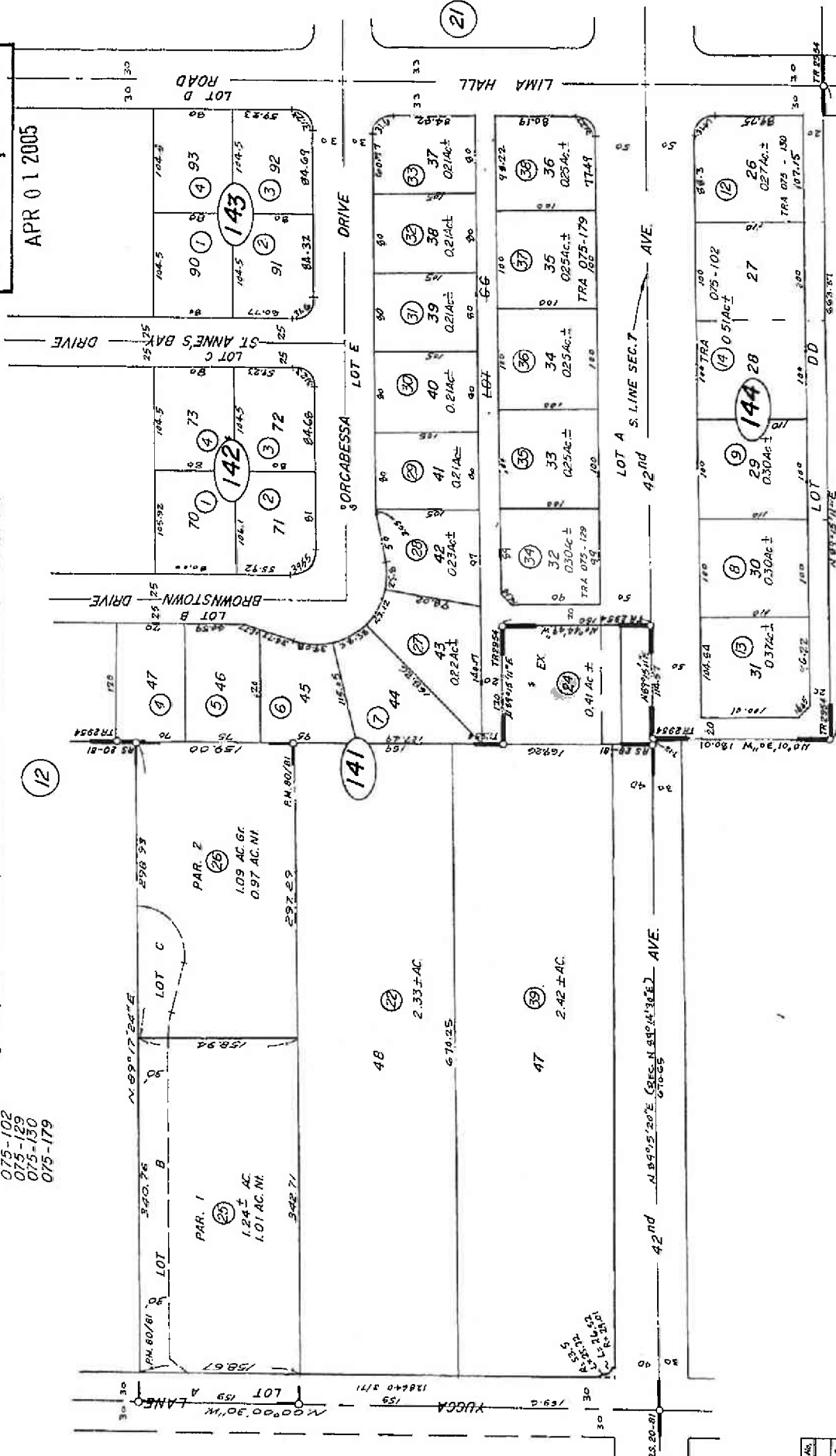
607-14

T.R.A. 075-004  
075-010  
075-102  
075-129  
075-130  
075-179

S.1/2 SE1/4 SW1/4 SEC.7 T.5S.R.7E.  
8 POR. NE1/4 NW1/4 OF SEC.18 T.5S.R.7E.



1"=100'



DATE	OLD NO.	NEW NO.
8/79	141	24
7/80	141-21	25-28
3/85	41-20	51
"	144-7	57
"	141/8-20	27-38
"	144/1-6	7-13
5/88	10, 11	144-14
3/05	141-23	39, 51

P.M. 80/81 Parcel Map 13998  
POR TRACT 2954 MB 5/124-28  
POR RECORD OF SURVEY R.S. BK. 20, PG. 81  
Data: R/S 8/74

50'rd per inst.  
32692 4/59

111C 1067

ASSESSOR'S MAP BK. 607 PG. 14  
RIVERSIDE COUNTY, CALIF.

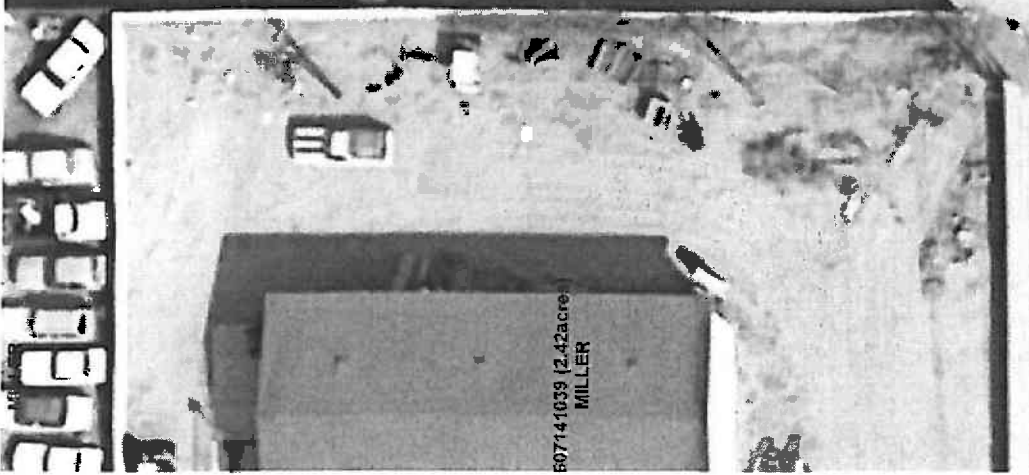
BK 609

13

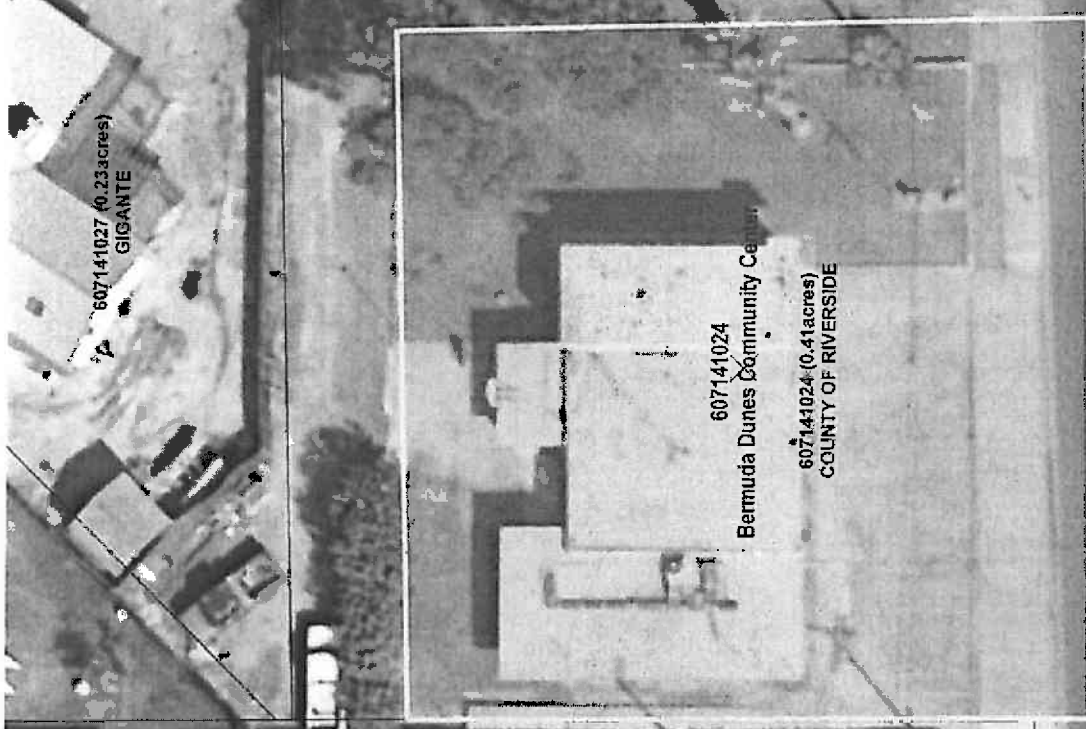
21



## EXHIBIT B



607141039 (2.42acre)  
MILLER

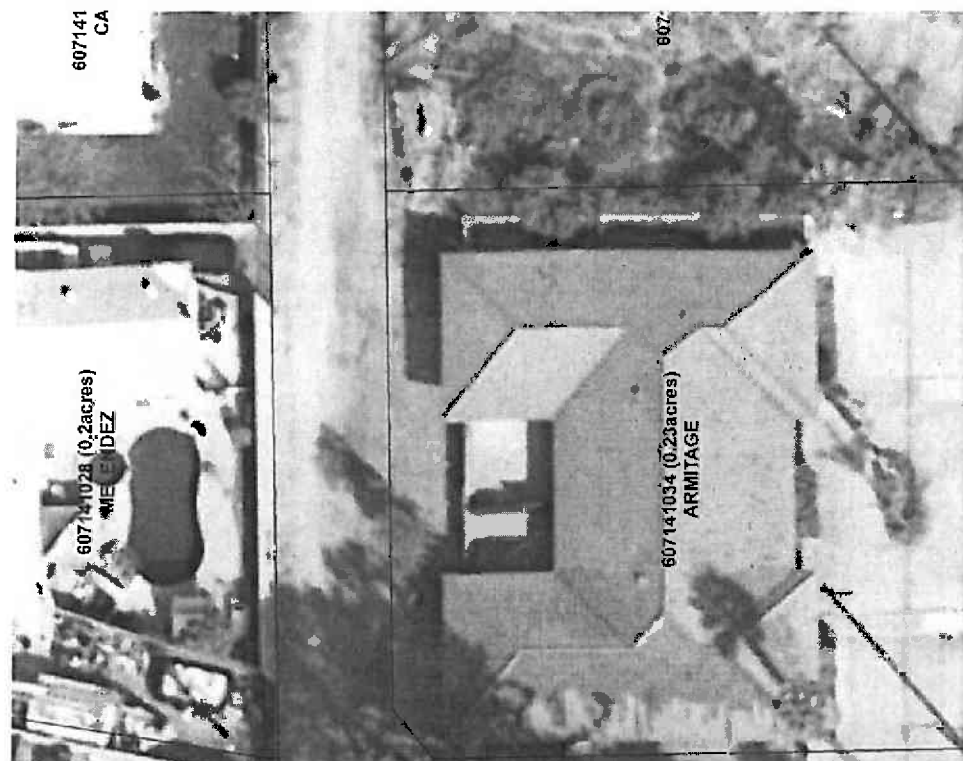


607141024

Bermuda Dunes Community Center

607141024 (0.41acre)  
COUNTY OF RIVERSIDE

607141027 (0.23acre)  
GIGANTE



607141034 (0.23acre)  
ARMITAGE

607141028 (0.2acre)  
MELENDEZ

RW (acres)

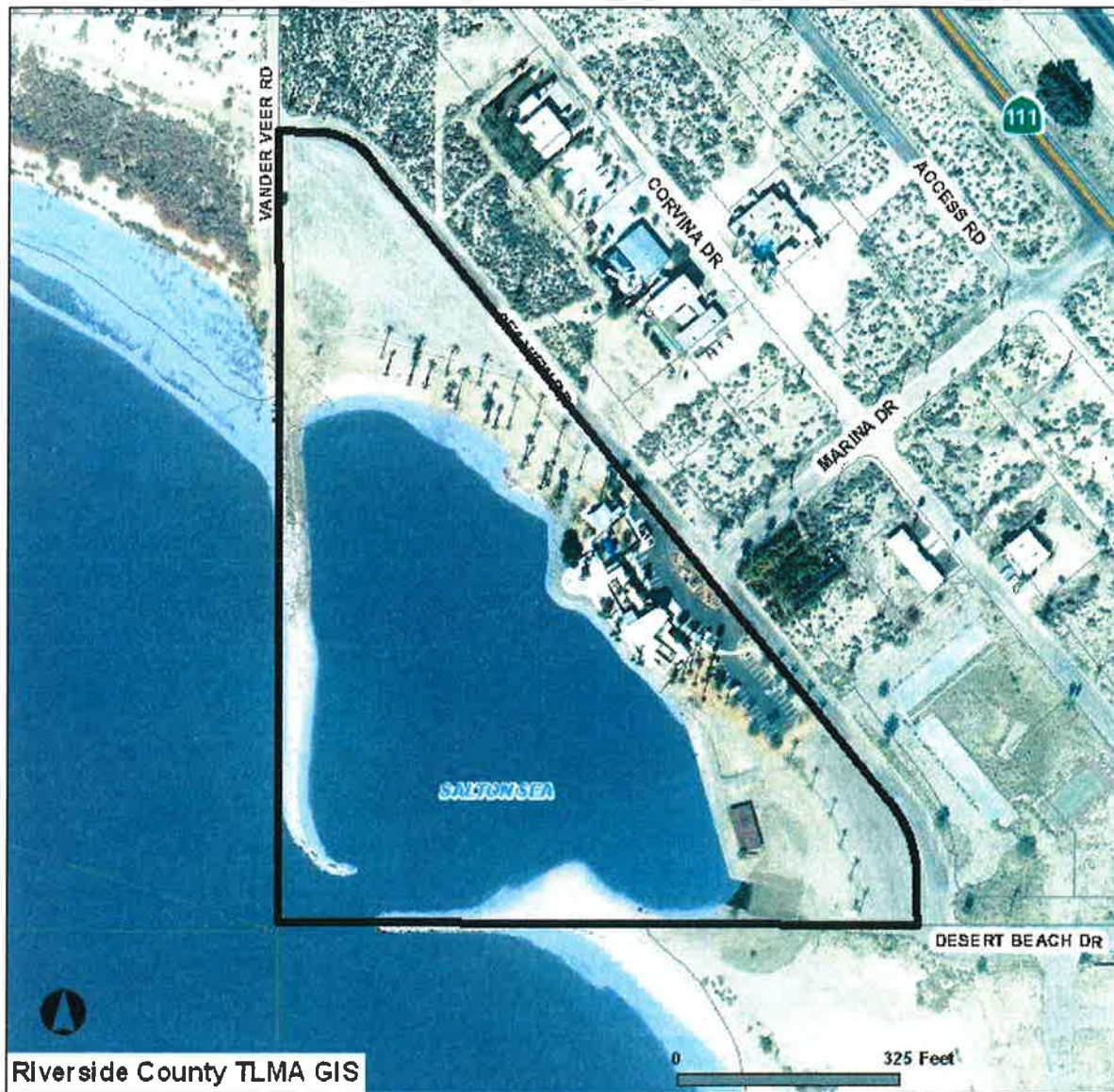
RW (acres)

42ND

42ND

607141  
CA

## RIVERSIDE COUNTY GIS



**Selected parcel(s):**  
723-221-001

**\*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.

REPORT PRINTED ON...Fri Mar 06 17:31:58 2015

Version 131127

## INDIO HILLS COMMUNITY CENTER

### OPERATING AGREEMENT NO. 15-02-003-RC

This Operating Agreement (Agreement) is entered into as of the \_\_\_\_ day of March, 2015 by and between the County of Riverside (COUNTY), a political subdivision of the State of California, and the Desert Recreation District (DRD), a California Recreation District, sometimes jointly referred to herein as the PARTIES, with reference to the following:

#### RECITALS

- I. WHEREAS, County is the owner of record of certain real property located at 80400 Dillon Road, Desert Hot Springs, California, identified as Assessor's Parcel Number 750-030-034 (Property), which is more particularly depicted on Exhibit A, attached and incorporated herein by reference;
- II. WHEREAS, the Property includes the Indio Hills Community Center, (Center) which is an approximately 3,208 square foot multipurpose building located on 3.75 +/- acres, and is owned by the COUNTY, also referred to as the "developed portion of the Property."
- III. WHEREAS, COUNTY wishes to assist in providing services from the Center that are in the vital and best interest of the residents Indio Hills;
- IV. WHEREAS, DRD needs a site in the community of Indio Hills to provide these services;
- V. WHEREAS, the purpose of this Agreement is to set out the terms and conditions for use of the developed portion of the Property for DRD to provide services to the community; and
- VI. WHEREAS, the COUNTY and DRD desire, by this Agreement, to enter into an Operating Agreement for the Property in accordance with the terms and conditions of this Agreement.



## COVENANTS

### ARTICLE I

#### PROPERTY AND TERM

1.1 Effective Date. The effective date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the effective date.

1.2 Term. The term of this Agreement shall be for an initial period of five (5) years (the "initial period") commencing on \_\_\_\_\_ 201\_\_ as defined in Section 1.1, and thereafter shall be automatically renewed for three (3) year periods from time to time (the "renewal period") unless terminated as provided in Article 7 herein.

1.3 Acceptance of Property. Except for tenant improvements approved by the COUNTY, prior to DRD's occupancy, DRD accepts the Property as an "as-is" and "where is" condition based solely on DRD's own studies and investigations on the date of the commencement of the term of this Agreement.

1.4 Reservation. This Agreement shall not create a lease or other real property interest and is non-exclusive as to the use of this Property. Because other use or lease of the Property would interfere with DRD's performance under this Agreement, DRD shall administer the use of the Property by third parties under its policies for facilities use, which current policies and procedures are set out in Exhibit B. DRD shall retain the proceeds from such third-party use, if any. Any third party use shall be consistent with the services outlined in Section 3.1 of this Agreement. DRD shall use its best efforts to address requests by County for the use of the Property by such third-parties. County shall not lease the Property to any third party during the term of this Agreement or any extension thereof.

1.5 In consideration of DRD providing services to the community, as further outlined in section 3.1 and Exhibit C, the County will provide the developed portion of the property pursuant to the maintenance and utility responsibilities of DRD contained herein, but with no additional monthly rental charge.



## ARTICLE II

### RENT, TAXES AND UTILITIES

2.1 Taxes and Assessments. During the term of this Agreement, DRD also agrees to pay, or cause to be paid, all applicable real and personal property taxes, general and special assessments, and other charges of every description as may be levied on or assessed against the Center, improvements to the Center, or personal property owned by DRD and located on or in the Center to the extent that such taxes, assessments and charges are not inconsistent with COUNTY's or DRD's exempt status under the Internal Revenue Code and other applicable statutes and regulations.

2.2 Utilities. During the term of this Agreement, DRD further agrees to pay, or cause to be paid, all utilities used upon the property including without limitation, water, gas, heat, light, power, telephone service, refuse collection and removal, and all other services supplied to the Center through existing connections.

## ARTICLE III

### USE, MAINTENANCE, AND COMPLIANCE WITH LAWS

3.1 Limitations on Use. Center shall be operated by DRD for the sole purpose of providing recreation and park services for community support and for the benefit of residents and the general population of the unincorporated areas of Indio Hills which may include, but are not limited to, those set out on Exhibit C, such as programs for child care, community meeting areas, senior center services, and visitors center services (collectively, "Services"). "Use" includes the appropriate signage as determined by DRD.

3.2 No Liens or Easements. Except for permitted encumbrances, easements, and restrictions approved in writing by COUNTY, DRD agrees and covenants not to place any deed of trust, mortgage, or any other type of security lien upon the property during the term of this Agreement without the written consent of COUNTY, which consent shall be in the sole discretion of COUNTY

3.3 Maintenance of the Center. DRD shall, at its sole cost and expense, maintain, or cause to be maintained, the Center, the developed portion of the property, parking lot and landscaping in good, clean condition and use as outlined in Section 3.1 above and in accordance with all applicable laws, including but not limited to health, fire and safety ordinances and laws, environmental regulations, and such rules and regulations hereunder as may be binding upon DRD, reasonable wear and tear excepted. DRD will be responsible for all recurring maintenance of the premises, while County shall be responsible for all capital renewal and capital improvement project costs.

3.4 Improvements by DRD. Any alterations, improvements, installation of fixtures or minor repairs to be undertaken by DRD shall have the prior written approval of County after DRD has submitted plans for any such proposed alterations, improvements or fixtures to County in writing. Such consent shall not be unreasonably withheld by County. Notwithstanding, prior County consent is not required for emergency repairs or those needed for on-going safety reasons.

3.5 Compliance with Laws and Restrictions. DRD shall, at its sole cost and expense, obtain any and all necessary permits and shall fully comply with all applicable building and zoning ordinances. DRD further agrees to use the Center in material compliance with all laws now in force or which may hereafter be in force relative to its use as outlined in Section 3.1 above, including without limitation compliance with all federal, state, and local statutes and regulations, as well as all covenants, conditions, and restrictions contained in this Agreement.

#### ARTICLE IV

##### FINANCING AND CONTRACTING WITH THIRD PARTIES

4.1 Contracting with Third Parties. DRD may enter into agreements and contracts for the purpose of operation, repair, maintenance or replacement of facilities and improvements ancillary and in connection with the Services required to be provided at the Center. All such agreements and contracts shall contain provisions necessary to

protect the COUNTY, its officers, employees, successors, and assigns from any liability arising out of the operation, maintenance or replacement of any improvements and facilities in the center.

4.2 DRD may enter into permits, contracts, licenses or other agreements affecting or related to the Center, but in no event shall the term of any such agreement extend beyond the term of this Agreement and any extensions thereof.

## ARTICLE V INSURANCE

5.1 Insurance Requirements. During the term of this Agreement (including any renewal or extension thereof), DRD shall, at DRD's sole cost and expense, procure and maintain, or cause to be procured and maintained, Commercial General Liability Insurance coverage, including but not limited to, comprehensive general liability insurance to cover its performance or failure to perform and property damage under this Agreement. Said policy or statement of coverage shall name the County of Riverside as an Additional Insured. The policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. 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. DRD may self-insure to meet this requirement. County shall maintain property insurance, may self-insure for such coverage, and shall name DRD as an additional insured.

## ARTICLE VI DAMAGE OR DESTRUCTION DURING TERM

6.1 Restoration of Property. If during the term of this Agreement, the Center is damaged, whether or not from a risk covered by insurance, and subject to the other provisions of this Agreement regarding termination, County or DRD (depending upon responsibility) shall promptly and expeditiously make the repairs necessary to restore the Center and all the improvements thereon, to a condition for occupancy or use comparable to the condition thereof before such damage provided that County

determines in its reasonable discretion, that it is feasible to do so and that the Parties are able to provide or to cause to be provided sufficient additional funds, which when added to such insurance proceeds will fully effect such restoration.

## ARTICLE VII

### DEFAULT AND TERMINATION

7.1 Events of Default. The following events shall be a default by DRD ("EVENT OF DEFAULT"):

(a) Failure of DRD to perform or observe any material provisions or condition of this Agreement, including maintaining the Center in good condition and providing Services consistent with the uses outlined in Section 3.1;

(b) The subjection of any material right or interest of DRD to attachment, execution, or other levy, or to seizure under legal process which would materially interfere with DRD's ability to comply with the required Services set forth in Section 3.1;

(c) In the event the Center becomes a public nuisance or disturbs the peace and tranquility of the surrounding residents.

7.2 Notice and Right to Cure. Prior to pursuing any remedy for an alleged default of DRD, COUNTY shall provide written notice of default to DRD. Each notice of default shall specify in detail the alleged EVENT OF DEFAULT and the intended remedy. DRD shall have forty-five (45) days after notice is delivered (see Section 11.3: Notices) to cure the alleged default. In the event that any non-monetary default is of such a nature that the same cannot reasonably be cured within the 45-day period described above, then the cure period shall be extended by such further reasonable period (not to exceed an forty-five (45) days so long as DRD commences the cure within the 45-day period described above and thereafter diligently prosecutes the cure to completion.

7.3 Remedies. In the event a material default by DRD continues uncured for a period of forty-five (45) days following written notice, in addition to the rights and remedies provided by law or equity, COUNTY may at its election terminate this

Agreement by giving DRD written notice of termination. On the giving of notice of termination, all DRD's rights in the property and improvements shall terminate. Promptly after notice of termination, DRD shall surrender and vacate the property and all improvements in good and clean condition, reasonable wear and tear excepted.

7.4 Early Termination by DRD or County. DRD or County may terminate this Agreement at any time by giving written notice to either party at least one hundred twenty (120) days prior to the effective date of such termination. Upon such termination, DRD must surrender the property and all improvements in good and clean condition, reasonable wear and tear excepted.

## ARTICLE VIII

### ENVIRONMENTAL PROTECTION AND HAZARDOUS WASTE

8.1 Environmental Protection. DRD shall not discharge, dispose of, or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of any kind, within or outside the Center that could result in destruction of habitat or the contamination or pollution of said Center in violation of state or federal laws or regulations. DRD shall at all times comply with all applicable federal, state, and local laws, orders, and regulations, as may be amended with respect to the proper discharge of refuse, garbage, sewage effluent, wastes, storm water runoff, and any and all other pollutants, including soil sediments, and shall cause its employees, agents and other persons or entities under its control to comply fully with such laws, orders, and regulations.

8.2 Hazardous Materials. DRD shall not use or allow anyone else to use the Center to generate, manufacture, refine, transport, treat, store, handle, recycle, release, or dispose of any hazardous material, other than as reasonably necessary for the operation of its operations and activities as contemplated under this Agreement. The term "hazardous material" means any hazardous substance, material, or waste including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists, or petroleum products and their



derivatives. However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the premises is contemplated by this Agreement. DRD shall immediately notify COUNTY in writing in the event of any release of hazardous material, violation of any environmental law, or actions brought by third parties against DRD alleging environmental damage at the Center or on the Property, DRD shall indemnify and hold COUNTY harmless from any and all damages of any nature (including payment of attorney fees) related to or arising out of the discharge or release of hazardous materials caused by DRD or any person or entity under its control at the Center or on the Property. COUNTY represents and warrants to DRD that, to the best of COUNTY knowledge, no hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Center or property prior to the effective dates of this Agreement. In the event that DRD discovers that any hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Center or property prior to the effective date of this Agreement, then DRD shall have the right to immediately terminate this Agreement and shall have no remediation responsibility, and COUNTY shall indemnify, defend and hold harmless DRD from any and all liability of any type related thereto, including attorney's fees.

## ARTICLE IX

### SURRENDER AND DISPOSITION OF PROPERTY

9.1 Surrender of Property. Upon the expiration of this Agreement, DRD shall surrender the property to the COUNTY and all improvements in a good and clean condition, subject to reasonable wear and tear.

9.2 Disposition of DRD's Property upon Termination. Upon the expiration or earlier termination of this Agreement, all improvements constructed in the Center (other

than trade fixtures or other removable fixtures) shall become the property of COUNTY at no cost or expense to COUNTY

## ARTICLE X INDEMNIFICATION

10.1 Indemnification by DRD. DRD shall defend, indemnify, and hold COUNTY harmless from, and reimburse COUNTY for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of property in connection with or in any way related to, the use by DRD, its agents, contractors, or other third party acting under the direction of DRD, of the Center or any facilities located thereon under this Agreement, except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by the COUNTY or its officers, directors, employees, agents or contractors, and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement. In addition, DRD shall defend, indemnify, and hold COUNTY harmless from any breach or default in the performance of any obligation to be performed by DRD under this Agreement, any violation of governmental law or regulation, or any intentional misconduct or negligence of DRD, or any officer, agent or, employee of DRD, regardless of whether such intentional misconduct or negligence was active or passive, and except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws were caused by the COUNTY or its officers, directors, employees, agents or contractors and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement.

10.2 COUNTY'S Duties. In the event of the occurrence of any event that is an indemnifiable event pursuant to this section, COUNTY shall notify DRD in writing promptly and, if such event involves the claim of any third person, DRD shall assume all expenses with respect to, the defense, settlement, adjustment, or compromise of any

claim, provided that the COUNTY may, if it so desires, employ counsel at its own expense to assist in the handling of such claim, and DRD shall obtain the prior written approval of the COUNTY, which shall not be unreasonably withheld, before entering into any settlement, adjustment or compromise of such claim. DRD shall reimburse the COUNTY (including officers, directors, and employees of the COUNTY) for any reasonable legal expenses and costs incurred in connection with or in enforcing the indemnity herein provided.

10.3 Survival of Indemnification Requirements. All indemnification obligations hereunder shall survive the expiration or earlier termination of this Agreement.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11.2 Invalidity. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby. To the extent permitted by applicable law, each party to this Agreement waives any provision of law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable the parties shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intents of this Agreement.

11.3 Notices. All notices, requests, demands, waivers, consents, and other communications hereunder shall be in writing and shall be either transmitted by facsimile machine, hand-delivered, sent by certified mail, or delivered by a regionally or nationally recognized overnight courier service, freight prepaid, and shall be deemed to have been duly given and to have become effective upon receipt, directed to the parties

at the following addresses (or at such other address as shall be given in writing by a party hereto):

If to COUNTY, addressed to:      Economic Development Agency  
County of Riverside  
P.O. Box 1180  
Riverside, CA 92502  
ATTN: Executive Director

If to DRD, addressed to:          Kevin Kalman  
General Manager  
Desert Recreation District  
45-305 Oasis Street  
Indio, CA 92201

11.4 Entire Agreement. This Agreement and those documents incorporated herein by reference or attached: (i) constitute the entire agreement, supersede all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter of this Agreement; (ii) is not intended to confer upon any person other than the parties to this Agreement any rights or remedies under this Agreement.

11.5 Additional Documents. In addition to the documents and instruments to be delivered as provided in this Agreement, each of the parties shall, from time to time at the request of the other party, execute and deliver to the other party such other documents and shall take such other actions as may be reasonably required to carry out more effectively the terms of this Agreement.

11.6 Venue. In the event any action or proceeding is commenced to enforce or interpret this Agreement, venue shall lie in the state or federal courts in or nearest the Central Judicial District of the County of Riverside.

11.7 Attorney's Fees. In the event of any legal or equitable proceeding to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees and costs in addition to any other relief granted by law.

11.8 Relationship to the COUNTY and DRD. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of facility owner and user.

11.9 Consents. Where any provision of this Agreement requires a party's consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

11.10 Binding on Successors. The terms, covenants, and agreements herein contained shall bind and inure to the benefit of the COUNTY, DRD, and each of their successors and permitted assigns.

11.11 Amendment. This Agreement shall not be modified or amended without the written consent of both DRD and the COUNTY.

11.12 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.13 Authority to Execute. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations herein.

11.14 No Third Party Beneficiaries. This agreement does not and is not intended to confer any rights or remedies upon any person other than the PARTIES.

[SIGNATURES ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have caused this Indio Hills Community Center Operating Agreement to be executed as of the date last written below.

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

DESERT RECREATION DISTRICT,  
a California Recreation District

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisors

By:   
Kevin Kalman  
General Manager

Date: \_\_\_\_\_

Date: 2/11/15

ATTEST:

By: \_\_\_\_\_  
Kecia Harper-Ihem  
Clerk of the Board

ATTEST:  
By:   
Delia Granados  
Board Secretary

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By:   
Patricia Munroe  
Deputy County Counsel

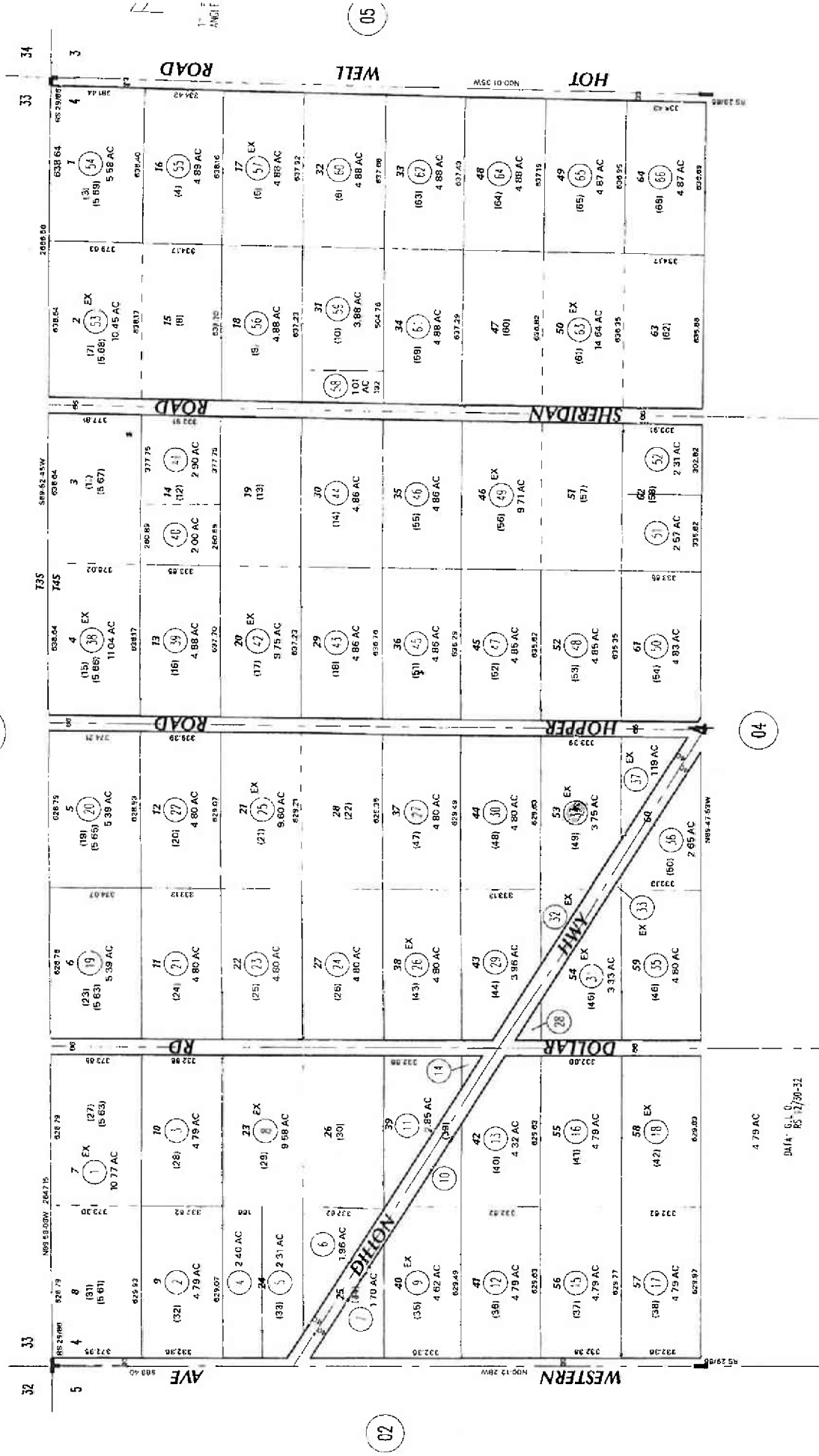
## EXHIBIT A

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSURED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

SEC. 4 T. 4S., R. 7E

750  
747-04  
T.R.A. 075-046

741  
21



ASSESSOR'S MAP BK750 PG. 03  
Riverside County, Calif.

RS 29/86 RECORD OF SURVEY

JUL 2001

## EXHIBIT B



750030029 (3.56 acres)  
HIGER

750030030 (4.8 acres)  
COEN

750030032 (0.82 acres)  
USA 747

DILLON

(3.33 acres)  
A 747

750030034 (3.75 acres)  
COUNTY OF RIVERSIDE

750030034  
Indio Hills Community Center

HOPPER

RW (8 acres)

750030037

Indio Hills Community Center

RW (8 acres)

750030037 (1.18 acres)  
COUNTY OF RIVERSIDE

750030037  
Indio Hills Community Center

750030035 (4.8 acres)  
FELIX

750030036 (2.65 acres)  
FRANCO

750

750

750

750



NORTH SHORE COMMUNITY CENTER

OPERATING AGREEMENT NO. 15-02-002-RC

This Operating Agreement (Agreement) is entered into as of the \_\_\_\_ day of March, 2015 by and between the County of Riverside (COUNTY), a political subdivision of the State of California and the Desert Recreation District (DRD), a California Recreation District, sometimes jointly referred to herein as the PARTIES, with reference to the following:

RECITALS

- I. WHEREAS, County is the owner of record of certain real property located at 99-155 Sea View Drive, Mecca, California, identified as Assessor's Parcel Number 723-221-001 (Property), which is more particularly described and depicted on Exhibit A, attached and incorporated herein by reference.
- II. WHEREAS, the portion of the Property area covered by this Agreement includes the North Shore Yacht Club, which is an approximately 6,400 square foot multipurpose building, landscaped and parking areas (the "Center"), as depicted on Exhibit A, excepting therefrom that portion of the Center to be used by the Salton Sea Authority, as described in Section 1.5 below;
- III. WHEREAS, COUNTY wishes to assist in providing services from the Center that are in the vital and best interest of the residents of Mecca and the surrounding areas;
- IV. WHEREAS, DRD needs a site in the community to provide these services;
- V. WHEREAS, the purpose of this Agreement is to set out the terms and conditions for use of the Center by DRD to provide services to the community; and
- VI. WHEREAS, the COUNTY and DRD desire, by this Agreement, to enter into an Operating Agreement for the described and depicted portion of the Property in accordance with the terms and conditions of this Agreement.

## COVENANTS

### ARTICLE I

#### PROPERTY AND TERM

1.1 Effective Date. The effective date of this Agreement is the date the parties sign the Agreement. If the parties sign the Agreement on more than one date, then the last date the Agreement is signed by a party shall be the effective date.

1.2 Term. The term of this Agreement shall be for an initial period of five (5) years (the "initial period") commencing on \_\_\_\_\_ 201\_\_ as defined in Section 1.1, and thereafter shall be automatically renewed for three (3) year periods from time to time (the "renewal period") unless terminated as provided in Article 7 herein.

1.3 Acceptance of Property. Except for tenant improvements approved by the COUNTY, prior to DRD's occupancy, DRD accepts the Property as an "as-is" and "where is" condition based solely on DRD's own studies and investigations on the date of the commencement of the term of this Agreement.

1.4 Reservation. This Agreement shall not create a lease or other real property interest and is non-exclusive by DRD in the Center. Except as to such use described in Section 1.5, below, and because other use or lease of the Property would interfere with DRD's performance under this Agreement, DRD shall administer the use of the Property by third parties under its policies for facilities use, which current policies and procedures are set out on Exhibit B. DRD shall retain the proceeds from such third-party use, if any. Any third party uses shall be consistent with the services outlined in Section 3.1 for the benefit of the community. DRD shall use its best efforts to address requests by County for the use of the Property by such third parties. County shall not lease the Property to any third party during the term of this Agreement or any extension thereof.

1.5 Use by Salton Sea Authority. A portion of the Center described as/shown on Exhibit "A" shall be subject to a separate use agreement between DRD and the Salton Sea Authority and DRD shall have no obligation under this Agreement as to that

area. DRD and the Salton Sea Authority shall use their best efforts not to interfere with either's use of the area.

1.6 In consideration of DRD providing services to the community, as more specifically outlined in Exhibit C, the County will provide the developed portion of the property pursuant to the maintenance and utility responsibilities of DRD contained herein, but with no additional monthly rental charges.

## ARTICLE II

### RENT, TAXES AND UTILITIES

2.1 Taxes and Assessments. During the term of this Agreement, DRD also agrees to pay, or cause to be paid, all applicable real and personal property taxes, general and special assessments, and other charges of every description as may be levied on or assessed against the Center, improvements to the Center, or personal property owned by DRD and located on or in the Center to the extent that such taxes, assessments and charges are not inconsistent with COUNTY's or DRD's exempt status under the Internal Revenue Code and other applicable statutes and regulations.

2.2 Utilities. During the term of this Agreement, DRD further agrees to pay, or cause to be paid, all utilities used upon the property including without limitation, water, gas, heat, light, power, telephone service, refuse collection and removal, and all other services supplied to the Center through existing connections.

## ARTICLE III

### USE, MAINTENANCE, AND COMPLIANCE WITH LAWS

3.1 Limitations on Use. Center shall be operated by DRD for the sole purpose of providing recreation and park services for community support and for the benefit of residents and the general population of the unincorporated area of Mecca which may include, but are not limited to those set out on Exhibit C, such as programs for child care, community meeting areas, senior center services, and visitors center services (collectively, "Services"). "Use" includes the appropriate signage as determined by DRD.

3.2 No Liens or Easements. Except for permitted encumbrances, easements, and restrictions approved in writing by COUNTY, DRD agrees and covenants not to place any deed of trust, mortgage, or any other type of security lien upon the property during the term of this Agreement without the written consent of COUNTY, which is in the sole discretion of the COUNTY.

3.3 Maintenance of the Center. DRD shall, at its sole cost and expense, maintain, or cause to be maintained, the Center, parking lot and landscaping in good, clean condition and use as outlined in Section 3.1 above and in accordance with all applicable laws, including but not limited to health, fire and safety ordinances and laws, environmental regulations, and such rules and regulations hereunder as may be binding upon DRD, reasonable wear and tear excepted. DRD will be responsible for all recurring maintenance of the premises, while County shall be responsible for all capital renewal and capital improvement project costs.

3.4 Improvements by DRD. Any alterations, improvements, installation of fixtures or minor repairs to be undertaken by DRD shall have the prior written approval of County after DRD has submitted plans for any such proposed alterations, improvements or fixtures to County in writing. Such consent shall not be unreasonably withheld by County. Notwithstanding the foregoing, prior County consent is not required for emergency repairs or those needed for on-going safety reasons.

3.5 Compliance with Laws and Restrictions. DRD shall, at its sole cost and expense, obtain any and all necessary permits and shall fully comply with all applicable building and zoning ordinances. DRD further agrees to use the Center in material compliance with all laws now in force or which may hereafter be in force relative to its use as outlined in Section 3.1 above, including limitation compliance with all federal, state, and local statutes and regulations, as well as all covenants, conditions, and restrictions contained in this Agreement.

3.6 DRD acknowledges that the County may install and maintain an informational Kiosk, video monitors and/or display case(s) that provides the community with information of the county, the North Shore Yacht Club and the

Salton Sea. The County will work with DRD to place any displays in areas that will have a minimal effect on DRD's operation of the facility. The County will pay for the cost of installing and maintaining these displays and will work with DRD to schedule any installation or maintenance of displays.

#### ARTICLE IV

##### FINANCING AND CONTRACTING WITH THIRD PARTIES

4.1 Contracting with Third Parties. DRD may enter into agreements and contracts for the purpose of operation, repair, maintenance or replacement of facilities and improvements ancillary and in connection with the Services required to be performed at the Center. All such agreements and contracts shall contain provisions necessary to protect the COUNTY, its officers, employees, successors, and assigns from any liability arising out of the operation, maintenance or replacement of any improvements and facilities in the Center.

4.2 DRD may enter into permits, contracts, licenses or other agreements affecting or related to the Center, but in no event shall the term of the any such agreement extend beyond the term of this Agreement and any extensions thereof.

4.3 DRD is currently the Licensee under a Second Amendment to License ("License") from County for a portion of the North Shore Yacht Club, and the current expiration date is June 30, 2018. The License will automatically terminate upon full execution of this Operating Agreement.

#### ARTICLE V

##### INSURANCE

5.1 Insurance Requirements. During the term of this Agreement (including any renewal or extension thereof), DRD shall, at DRD's sole cost and expense, procure and maintain, or cause to be procured and maintained, Commercial General Liability insurance coverage, including but not limited to, comprehensive property and general liability insurance to cover its performance or failure to perform and property damage under this Agreement. Said policy or statement of coverage shall name the County of Riverside as an Additional Insured. The policy's limit of liability shall not be

less than \$1,000,000 per occurrence combined single limit. 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. DRD may self-insure to meet this requirement. County shall maintain property insurance, may self-insure for such coverage, and shall name DRD as an additional insured.

## ARTICLE VI

### DAMAGE OR DESTRUCTION DURING TERM

6.1 Restoration of Property. If during the term of this Agreement, the Center is damaged, whether or not from a risk covered by insurance, and subject to the other provisions of this Agreement regarding termination, County or DRD (depending upon responsibility) shall promptly and expeditiously make the repairs necessary to restore the Center and all the improvements thereon, to a condition for occupancy or use comparable to the condition thereof before such damage; provided that County determines in its reasonable discretion, that it is feasible to do so and that the Parties are able to provide or to cause to be provided sufficient additional funds, which when added to such insurance proceeds will fully effect such restoration.

## ARTICLE VII

### DEFAULT AND TERMINATION

7.1 Events of Default. The following events shall be a default by DRD ("EVENT OF DEFAULT"):

(a) Failure of DRD to perform or observe any material provisions or condition of this Agreement, including maintaining the Center in good condition consistent and providing Services as outlined in Section 3.1;

(b) The subjection of any material right or interest of DRD to attachment, execution, or other levy, or to seizure under legal process which would materially interfere with DRD's ability to comply with the required Services as set forth in Section 3.1;

(c) In the event the Center becomes a public nuisance or disturbs the peace and tranquility of the surrounding residents.



7.2 Notice and Right to Cure. Prior to pursuing any remedy for an alleged default of DRD, COUNTY shall provide written notice of default to DRD. Each notice of default shall specify in detail the alleged EVENT OF DEFAULT and the intended remedy. DRD shall have forty-five (45) days after notice is delivered (see Section 11.3: Notices) to cure the alleged default. In the event that any non-monetary default is of such a nature that the same cannot reasonably be cured within the 45-day period described above, then the cure period shall be extended by such further reasonable period (not to exceed an additional forty-five (45) days so long as DRD commences the cure within the 45-day period described above and thereafter diligently prosecutes the cure to completion.

7.3 Remedies. In the event a material default by DRD continues uncured for a period of forty-five (45) days following written notice, in addition to the rights and remedies provided by law or equity, COUNTY may at its election terminate this Agreement by giving DRD written notice of termination. On the giving of notice of termination, all DRD's rights in the property and improvements shall terminate. Promptly after notice of termination, DRD shall surrender and vacate the property and all improvements in good and clean condition, reasonable wear and tear excepted.

7.4 Early Termination by DRD or County. DRD or County may terminate this Agreement at any time by giving written notice to either party at least one hundred twenty (120) days prior to the effective date of such termination. Upon such termination, DRD must surrender the property and all improvements in good and clean condition, subject to reasonable wear and tear.

## ARTICLE VIII

### ENVIRONMENTAL PROTECTION AND HAZARDOUS WASTE

8.1 Environmental Protection. DRD shall not discharge, dispose of, or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of any kind, within or outside the Center that could result in destruction of habitat or the contamination or pollution of said Center in violation of state or federal laws or regulations. DRD shall at all times comply with all applicable federal, state, and local

laws, orders, and regulations, as may be amended with respect to the proper discharge of refuse, garbage, sewage effluent, wastes, storm water runoff, and any and all other pollutants, including soil sediments, and shall cause its employees, agents and other persons or entities under its control to comply fully with such laws, orders, and regulations.

8.2 Hazardous Materials. DRD shall not use or allow anyone else to use the Center to generate, manufacture, refine, transport, treat, store, handle, recycle, release, or dispose of any hazardous material, other than as reasonably necessary for the operation of its operations and activities as contemplated under this Agreement. The term "hazardous material" means any hazardous substance, material, or waste including, but not limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists, or petroleum products and their derivatives. However, this shall not apply to the use of petroleum products and related substances incidental to operation of motorized equipment and vehicles whose operation on the premises is contemplated by this Agreement. DRD shall immediately notify COUNTY in writing in the event of any release of hazardous material, violation of any environmental law, or actions brought by third parties against DRD alleging environmental damage at the Center or on the Property in connection with or in violation of this Agreement. DRD shall indemnify and hold COUNTY harmless from any and all damages of any nature (including payment of attorney fees) related to or arising out of the discharge or release of hazardous materials caused by DRD or any person or entity under its control at the Center or on the Property. COUNTY represents and warrants to DRD that, to the best of COUNTY knowledge, no hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Center or property prior to the effective dates of this Agreement. In the event that DRD discovers that any hazardous material has been generated, manufactured, refined, transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the Center or property prior to the effective date of

this Agreement, then DRD shall have the right to immediately terminate this Agreement and shall have no remediation responsibility, and COUNTY shall indemnify, defend and hold harmless DRD from any and all liability of any type related thereto, including attorneys fees.

## ARTICLE IX

### SURRENDER AND DISPOSITION OF PROPERTY

9.1 Surrender of Property. Upon the expiration of this Agreement, DRD shall surrender the Center to the COUNTY and all improvements in a good and clean condition, subject to reasonable wear and tear.

9.2 Disposition of DRD's Property Upon Termination. Upon the expiration or earlier termination of this Agreement, all improvements constructed in the Center (other than trade fixtures or other removable fixtures) shall become the property of COUNTY at no cost or expense to COUNTY.

## ARTICLE X

### INDEMNIFICATION

10.1 Indemnification by DRD. DRD shall defend, indemnify, and hold COUNTY harmless from, and reimburse COUNTY for, any loss, cost, expense, liability, or damages of every kind or nature, including but not limited to injury to or death of any person or destruction of property in connection with or in any way related to, the use by DRD, its agents, contractors, or other third party acting under the direction of DRD, of the Center or any facilities located thereon under this Agreement, except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by, the COUNTY or its officers, directors, employees, agents or contractors, and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement. In addition, DRD shall defend, indemnify, and hold COUNTY harmless from any breach or default in the performance of any obligation to be performed by DRD under this Agreement, any violation of governmental law or regulation, or any intentional misconduct or negligence of DRD, or any officer, agent

or employee of DRD, regardless of whether such intentional misconduct or negligence was active or passive, and except to the extent of the negligent or intentional acts or omissions of, or the breach of this Agreement or violation of applicable laws by the COUNTY or its officers, directors, employees, agents or contractors and further excepting any claims arising from the presence, discharge or release of hazardous materials occurring prior to the effective date of this Agreement.

10.2 COUNTY'S Duties. In the event of the occurrence of any event that is an indemnifiable event pursuant to this section, COUNTY shall notify DRD in writing promptly and, if such event involves the claim of any third person, DRD shall assume all expenses with respect to, the defense, settlement, adjustment, or compromise of any claim, provided that the COUNTY may, if it so desires, employ counsel at its own expense to assist in the handling of such claim, and DRD shall obtain the prior written approval of the COUNTY, which shall not be unreasonably withheld, before entering into any settlement, adjustment or compromise of such claim. DRD shall reimburse the COUNTY (including officers, directors, and employees of the COUNTY) for any reasonable legal expenses and costs incurred in connection with or in enforcing the indemnity herein provided.

10.3 Survival of Indemnification Requirements. All indemnification obligations hereunder shall survive the expiration or earlier termination of this Agreement.

## ARTICLE XI

### MISCELLANEOUS PROVISIONS

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

11.2 Invalidity. In the event that any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby. To the extent permitted by applicable law, each party to this Agreement waives any provision of law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect. In the

event any provision of this Agreement shall be held invalid, illegal, or unenforceable, the parties shall use all reasonable efforts to substitute a valid, legal, and enforceable provision that implements the purposes and intents of this Agreement.

11.3 Notices. All notices, requests, demands, waivers, consents, and other communications hereunder shall be in writing and shall be either transmitted by facsimile machine, hand-delivered, sent by certified mail, or delivered by a regionally or nationally recognized overnight courier service, freight prepaid, and shall be deemed to have been duly given and to have become effective upon receipt, directed to the parties at the following addresses (or at such other address as shall be given in writing by a party hereto):

If to COUNTY, addressed to Economic Development Agency  
County of Riverside  
P.O. Box 1180  
Riverside, CA 92502  
ATTN: Executive Director

If to DRD, addressed to Kevin Kalman, General Manager  
Desert Recreation District  
45-305 Oasis Street  
Indio, CA 92201

11.4 Entire Agreement. This Agreement and those documents incorporated herein by reference or attached: (i) constitute the entire agreement, supersede all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter of this Agreement; (ii) is not intended to confer upon any person other than the parties to this Agreement any rights or remedies under this Agreement.

11.5 Additional Documents. In addition to the documents and instruments to be delivered as provided in this Agreement, each of the parties shall, from time to time at the request of the other party, execute and deliver to the other party such other documents and shall take such other actions as may be reasonably required to carry out more effectively the terms of this Agreement.

11.6 Venue. In the event any action or proceeding is commenced to enforce or interpret this Agreement, venue shall lie in the state or federal courts in or nearest the Central Judicial District of the County of Riverside.

11.7 Attorney's Fees. In the event of any legal or equitable proceeding to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees and costs in addition to any other relief granted by law.

11.8 Relationship to the COUNTY and DRD. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture by the parties hereto, it being understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of facility owner and user.

11.9 Consents. Where any provision of this Agreement requires a party's consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

11.10 Binding on Successors. The terms, covenants, and agreements herein contained shall bind and inure to the benefit of the COUNTY, DRD, and each of their successors and permitted assigns.

11.11 Amendment. This Agreement shall not be modified or amended without the written consent of both DRD and the COUNTY.

11.12 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's rights to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.13 Authority to Execute. The persons executing this Agreement or exhibits attached hereto on behalf of the parties to this Agreement hereby warrant and



represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations herein.

11.14 No Third Party Beneficiaries. This agreement does not and is not intended to confer any rights or remedies upon any person other than the PARTIES.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this North Shore Community Center Operating Agreement to be executed as of the date last written below.

COUNTY OF RIVERSIDE  
a political subdivision of the  
State of California

DESERT RECREATION DISTRICT  
a California Recreation District

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Supervisors

By:   
Kevin Kalman  
General Manager

Date: \_\_\_\_\_

Date: 2/11/15

ATTEST:


ATTEST:

By: \_\_\_\_\_  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Delia Granados  
Board Secretary

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos, County Counsel

By:   
Patricia Munroe  
Deputy County Counsel

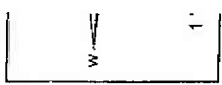
## EXHIBIT A

PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY  
 IS THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL  
 ID WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES

SEC 34 T7SR10E

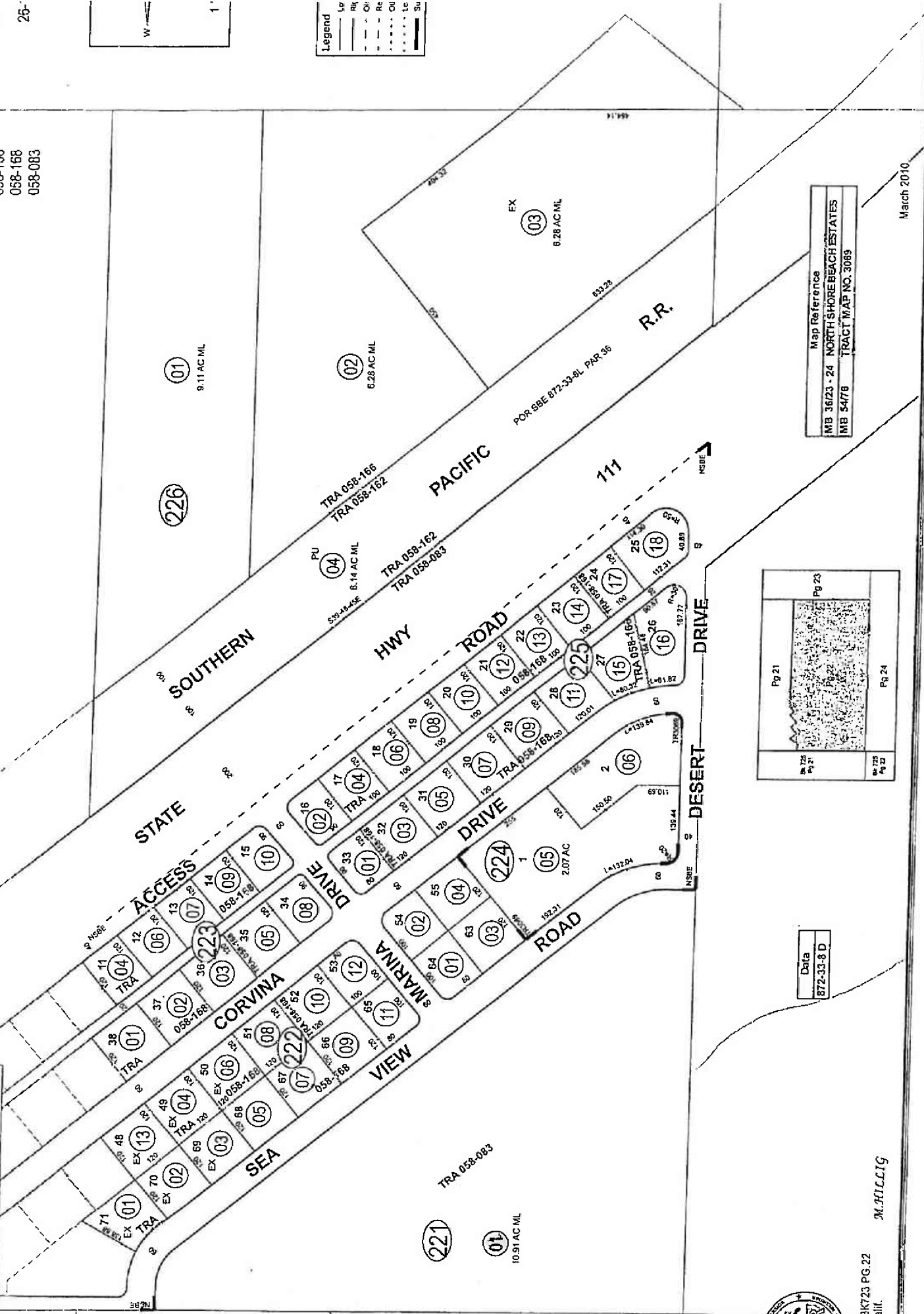
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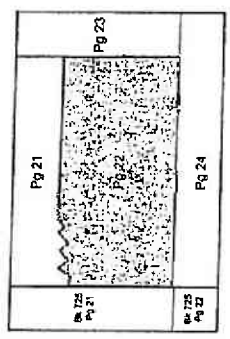
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Map Reference  
 MB 3623 - 24 NORTH SHORE BEACH ESTATES  
 MB 5478 TRACT MAP NO. 3069

March 2010



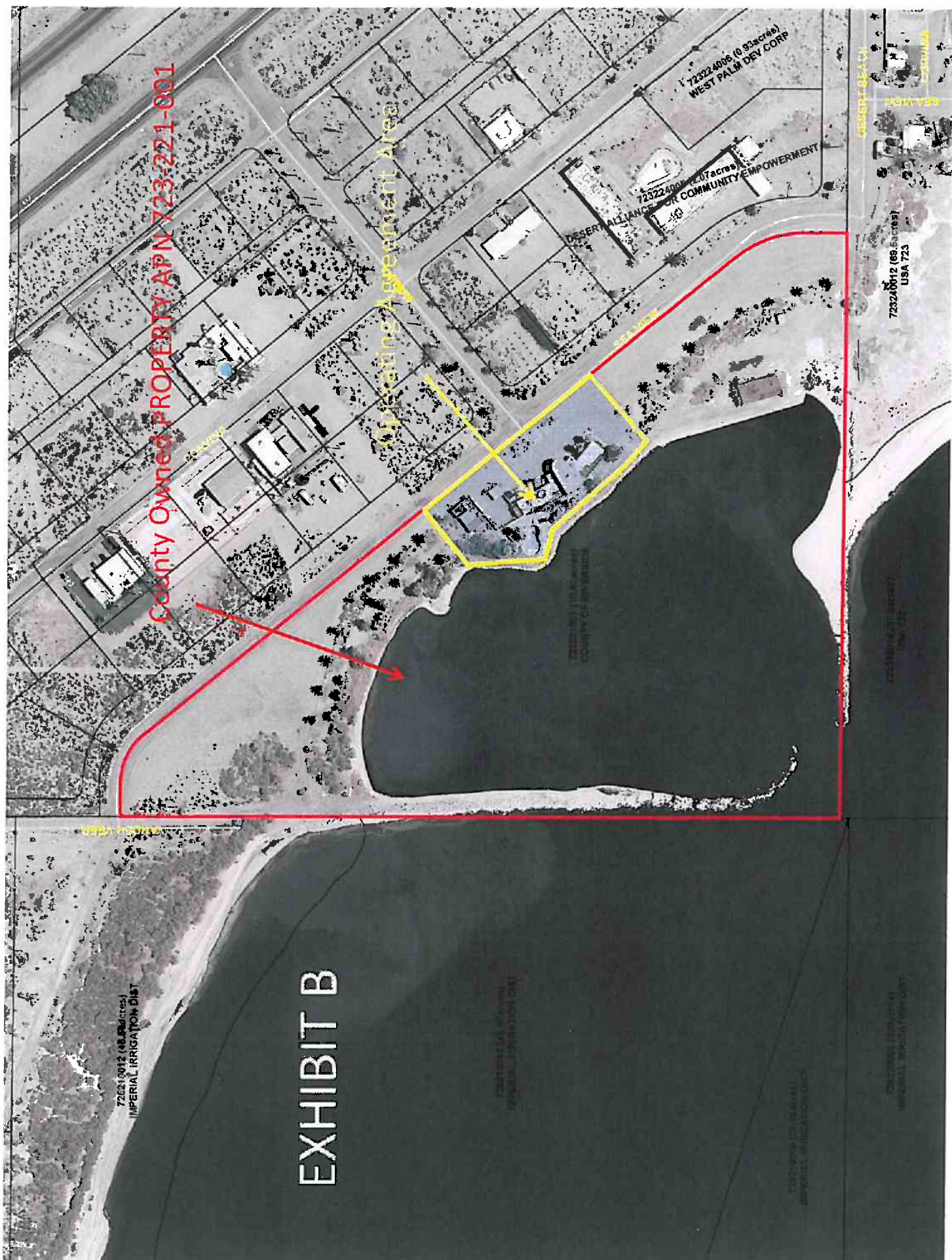
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MAP BK723 PG.22  
 by Calif.  
 M. J. L. L. L. G.

## EXHIBIT B





County Owned PROPERTY APN 723-221-001

Planning Agreement Area

723224006 (0.93 acres)  
WEST PALM DEV CORP

723224007 (2.87 acres)  
DESERT ALLIANCE FOR COMMUNITY EMPOWERMENT

723210012 (48.63 acres)  
IMPERIAL IRRIGATION DIST

723210012 (68.63 acres)  
USA 723

EXHIBIT B





**North Shore Beach  
 & Yacht Club**  
 99155 Sea View Dr  
 North Shore, California 92254



PROJECT NO. 2017-077  
 PROJECT NAME: NORTH SHORE BEACH & YACHT CLUB  
 CLIENT: CITY OF RANCHO MIRAGE  
 DATE: 08.25.2017  
 DRAWN BY: J. HOLT  
 CHECKED BY: J. HOLT  
 PROJECT SITE: 99155 SEA VIEW DR, NORTH SHORE, CA 92254

**DEMOLITION PLANS**  
 Project & Construction Details  
 HOLT ARCHITECTS  
 7025 Highway 1, Suite 200  
 Rancho Mirage, CA 92270  
 760.738.5786  
 www.holtarchitects.com

**AD-110**





## NOTICE OF EXEMPTION

March 11, 2015

**Project Name:** County of Riverside, Operating Agreements with the Desert Recreation District

**Project Number:** FM0419140002

**Project Location:**

80-400 Dillon Road, Indio Hills, California 92241; Assessor Parcel Number 750-030-034  
78-400 Avenue 42, Bermuda Dunes, California 92203; Assessor Parcel Number 607-141-024  
99-155 Sea View Drive, Mecca, California 92254; Assessor Parcel Number 723-221-001  
(see attached exhibits)

**Description of Project:** The County of Riverside (County) previously constructed the Indio Hills, Bermuda Dunes and North Shore Community Centers (Centers) to serve the needs for the surrounding communities. The Centers serve as a vital meeting place to conduct community meetings (Community Council, Neighborhood Watch), special events, ESL (English as a Second Language) and enrichment classes, conduct afterschool and summer camp programs, and teaches physical fitness. These facilities were constructed primarily with Redevelopment Funds with the expectation that additional funding would be made available later to maintain operations. The County has not been able to secure long term operational funding due to budget constraints. The Centers are located within the sphere of the Desert Recreation District (District), which has offered to operate and maintain these facilities in their similar capacity at no additional cost to the County. Therefore, the County and the District will enter into Operating Agreements to ensure the long term success of each Center while minimizing the fiscal burden on the County (Project). The Project does not allow for any tenant improvements, internal/external upgrades, or substantive changes to the ongoing use of the Centers. The operation of the Centers will continue to be similar to ongoing uses and will not result in an increase in the intensity of the use of the site. No additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency; Desert Recreation District

**Exempt Status:** State California Environmental Quality Act (CEQA) Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b)(3), General Rule or "Common Sense" Exemption.

**Reasons Why Project is Exempt:** The Project is 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 any

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

[www.rivcoeda.org](http://www.rivcoeda.org)

Administration  
Aviation  
Business Intelligence  
Cultural Services  
Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The Operating Agreements for the continued operation of the Centers is not anticipated to result in any significant physical environmental impacts. The Centers are in an existing developed area, with no vacant or raw land that would be impacted by the Project.

- Section 15301 – Class 1 Existing Facilities Exemption. This 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 the Operating Agreements of three existing Centers. As previously discussed, no physical upgrades, changes in usage or tenant improvements are included as part of the Project. The Operating Agreements will not increase or expand the use of the site, and merely allows for the continued use of the site in a similar capacity; therefore, the Project meets the scope and intent of the Class 1 Exemption.
- 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 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 *Muzzy Ranch Co. v Solano County Airport Land Use Comm’n* (2007) 41 Cal.4th 372.

With certainty, there is no possibility that the Project may have a significant effect on the environment. The Operating Agreements of an existing community center that only allows for the continued ongoing use of the site with no physical changes to the Centers will not have a physical environmental effect on the environment. No construction impacts would occur. The use and operation of the Centers will be substantially similar to the existing uses and will not create any new environmental impacts to the surrounding area. The Project would not create any additional traffic nor result in an increase in noise impacts associated with the use of the site. Operational impacts would remain the same as they currently exist. 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.

Based upon the identified exemptions above, 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. No further environmental analysis is warranted.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

John Alfred, Acting Senior Environmental Planner  
County of Riverside, Economic Development Agency

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name:** Operating Agreements with the Desert Recreation District

**Accounting String:** 524830-47220-7200400000- FM0419140002

**DATE:** March 11, 2015

**AGENCY:** Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

**AUTHORIZED BY:** John Alfred, Acting Senior Environmental Planner, Economic Development Agency

**Signature:** \_\_\_\_\_

**PRESENTED BY:** Lorie Houghlan, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

**ACCEPTED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RECEIPT # (S)** \_\_\_\_\_





Date: March 11, 2015

To: Mary Ann Meyer, Office of the County Clerk

From: John Alfred, Acting Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0419140002**  
80-400 Dillon Road, Indio Hills, California 92241; Assessor Parcel Number 750-030-034  
78-400 Avenue 42, Bermuda Dunes, California 92203; Assessor Parcel Number 607-141-024  
99-155 Sea View Drive, Mecca, California 92254; Assessor Parcel Number 723-221-001

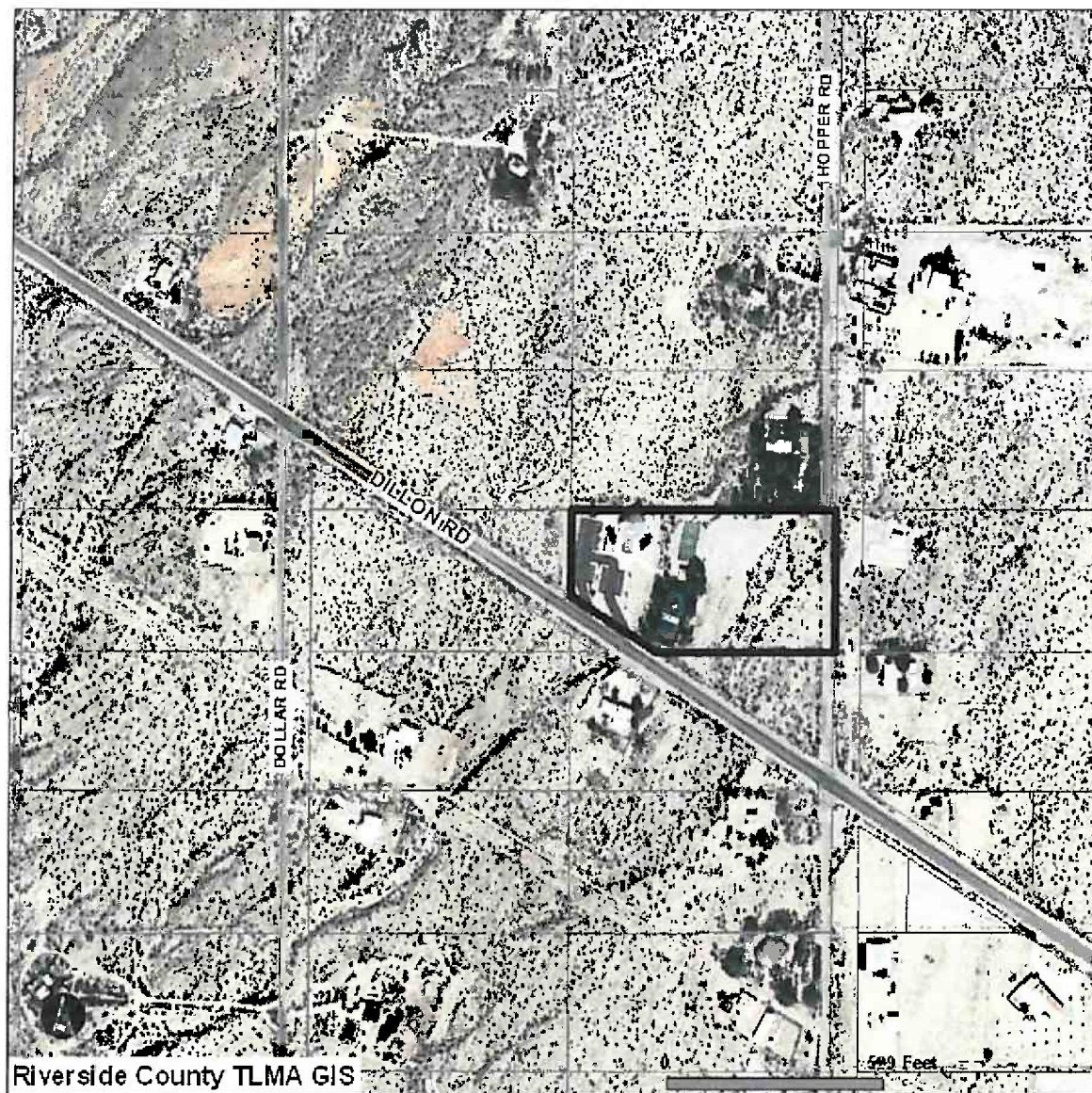
The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10<sup>th</sup> Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.**

Attachment

cc: file

## RIVERSIDE COUNTY GIS



**Selected parcel(s):**  
750-030-034

**\*IMPORTANT\***

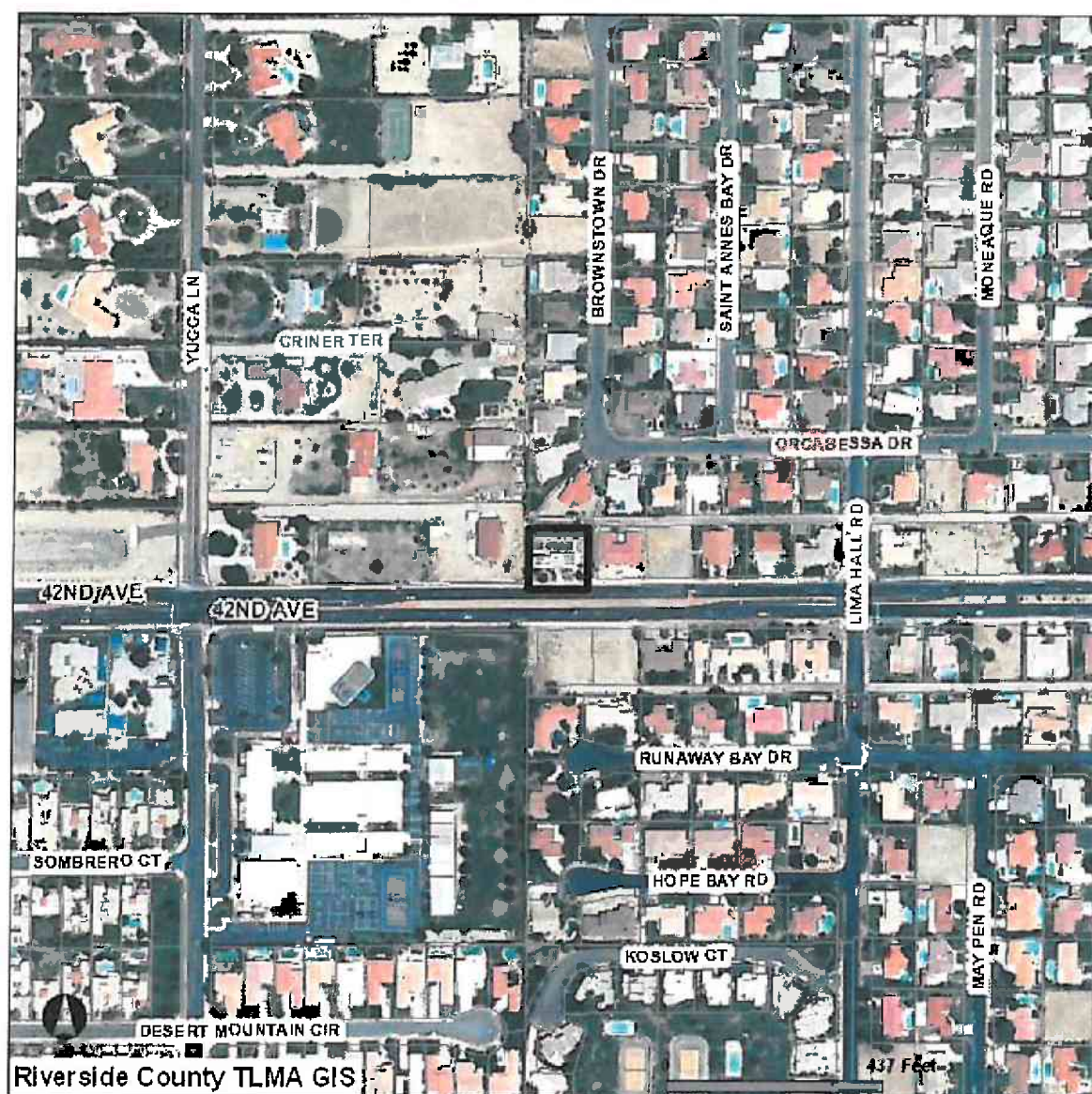
Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness 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.

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## RIVERSIDE COUNTY GIS



**Selected parcel(s):**  
607-141-024

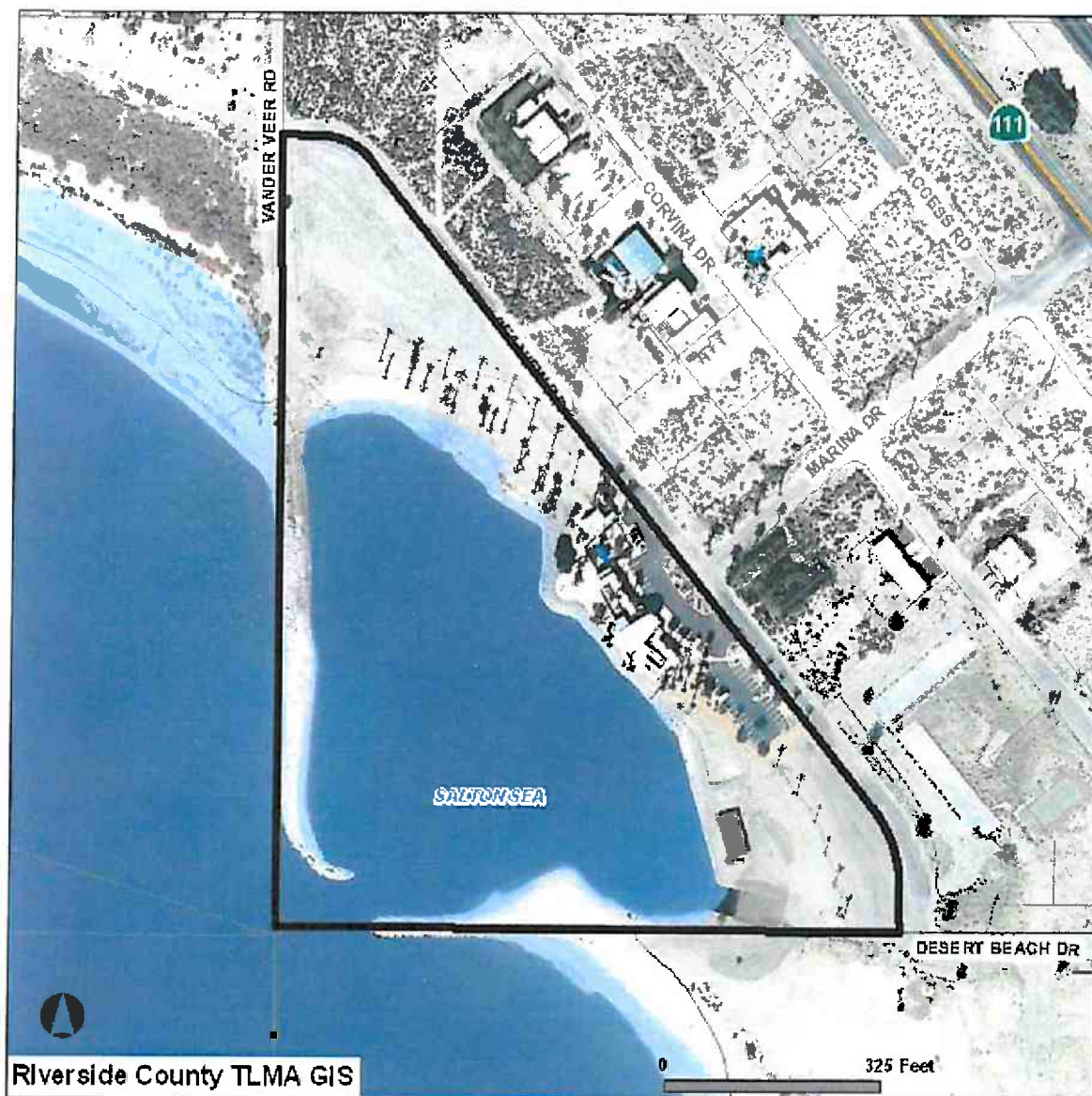
**\*IMPORTANT\***

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**Selected parcel(s):**  
723-221-001

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