

FOR APPROVAL BY COUNSEL
 BY: Karin L. Watts-Bogan 7/20/16
 DATE: _____
 KARIN L. WATTS-BOGAN

Departmental Concurrence



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

266



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
 July 20, 2016

SUBJECT: Service Agreement between the County of Riverside and Riverside County Regional Park and Open-Space District, CEQA Exempt; Third District [\$0]

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the discretionary action of entering into the Service Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 - Existing Facilities; and
2. Ratify and Approve the attached Service Agreement between the County of Riverside and the Riverside County Regional Park and Open-Space District ("District") and authorize the Chairman of the Board for the District to execute the Service Agreement on behalf of the District.

BACKGROUND:

Summary

On May 21, 2013, Minute Order No. 3.3, the Board of Supervisors for the County of Riverside approved to contract County Service Area park operations from the County of Riverside to the Riverside County Regional Park and Open-Space District and keep County Service Area park administration under the Economic Development Agency.

Brandee Hune

Brandee Hune for
 Scott Bangle
 General Manager

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: _____

Budget Adjustment: _____

For Fiscal Year: _____

C.E.O. RECOMMENDATION: APPROVE
 BY: Alex Gann
 Alex Gann
 County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

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

Prev. Agn. Ref.: 13-4D of 7/1/14

District: 3rd

Agenda Number:

13-4D

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

FORM 11: Service Agreement between the County of Riverside and Riverside County Regional Park and Open-Space District, CEQA Exempt; Third District [\$0]

DATE: July 20, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (Continued)

This Service Agreement facilitates the contract of County Service Area No. 36 recreation services in Idyllwild between the County of Riverside and the Riverside County Regional Park and Open-Space District. Under contract, the District will be responsible for recreation services and programs in Idyllwild. EDA will transfer funds to provide recreation services from the CSA beginning July 1, 2016 through June 30, 2017. The funds transferred are to be used for recreation services only within the CSA No. 36 as described in Exhibit A of the Service Agreement.

Pursuant to the California Environmental Quality Act (CEQA), the discretionary action was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301- Existing Facilities. The proposed action is merely an agreement between public agencies to provide rights and responsibilities involving operations and service to existing public facility and area where no or negligible expansion of an existing use will occur.

The Service Agreement has been approved as to form by County Counsel.

Impact on Citizens and Businesses

This Service Agreement will facilitate the continuation of services from the County of Riverside to the Riverside County Regional Park and Open-Space District and will have beneficial impact on residents. The Riverside County Regional Park and Open-Space District will continue to provide quality level of services to CSA residents.

SUPPLEMENTAL:

Additional Fiscal Information

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

Contract History and Price Reasonableness

Payment for services will be transferred to Regional Parks and Open-Space District for recreation services for the residents of Idyllwild.

Attachments:

Service Agreement – Idyllwild 2016

**SERVICE AGREEMENT BY AND BETWEEN THE
COUNTY OF RIVERSIDE AND THE
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
FOR RECREATION SERVICES ON BEHALF OF THE IDYLLWILD
COUNTY SERVICE AREA NO. 36**

THIS SERVICE AGREEMENT, is entered into on the _____ day of July, 2016, by the County of Riverside, on behalf of its Economic Development Agency, a political subdivision of the State of California, (hereinafter referred to as “COUNTY”), and the Riverside County Regional Park and Open-Space District, a California special district, (hereinafter referred to as “DISTRICT”).

RECITALS

WHEREAS, the Riverside County Economic Development Agency, (“EDA”), began administration of County Service Areas, (“CSAs”), in July 2002, and is responsible for setting assessments and coordinating services; and,

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

WHEREAS, the annual taxes and assessments pay for recreation services within selected CSAs; and

WHEREAS, on May 21, 2013, Minute Order No. 3.3, the Board of Supervisors for the County of Riverside approved for the County Service Area park operations be contracted to the DISTRICT; and

WHEREAS, on July 1, 2014, Minute Order No. 3.63 by the Board of Supervisors for the COUNTY and Minute Order No. 13-4D by the Board of Directors for the DISTRICT approved a Memorandum of Understanding between the COUNTY and the DISTRICT whereby the DISTRICT would operate, maintain and provide programs for the Community Centers owned or controlled by the COUNTY, including the Idyllwild Town Hall that is situated within County Service Area No. 36; and

WHEREAS, the COUNTY and DISTRICT mutually desire to enter into this Service Agreement whereby the DISTRICT will provide recreation services within County Service Area No. 36, including at the Idyllwild Town Hall, pursuant to the terms and conditions of this Service Agreement; and

1 WHEREAS, the DISTRICT has the capacity and experience to provide recreation services within
2 the Idyllwild County Service Area No. 36 for the benefit of the residents of the Idyllwild community;

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

5 **SECTION I. DISTRICT RESPONSIBILITIES**

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

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

17 C. DISTRICT may enter into any agreements to assist with or serve the purposes in which this
18 Service Agreement was entered into by the parties. All such agreements shall contain provisions
19 necessary to protect the COUNTY from any liability arising out of the acts or omissions of the contracted
20 parties. The term of any agreement entered into by the DISTRICT and a third party shall be consistent
21 with the term of this Service Agreement and shall not survive the termination of the Service Agreement.
22 Any such agreements shall contain a provision that it is subject to the terms and conditions of the Service
23 Agreement and shall terminate upon the same date the Service Agreement is terminated by the COUNTY
24 and DISTRICT.

25 **SECTION II. DISBURSEMENT OF FUNDS BY COUNTY**

26 A. DISTRICT compensation shall be paid in the amount for services performed not to exceed
27 One Hundred Seventy Nine Thousand Three Hundred Fifteen Dollars (\$179,315) for the fiscal year
28 beginning July 1, 2016. COUNTY shall make 50% of funding available on July 1, 2016 while the

1 remainder of the funding will be scheduled according to the payment schedule and budget attached and
2 incorporated herein as Exhibit “B”. DISTRICT shall provide COUNTY an itemized quarterly income and
3 expenditure report for all expenses for services provided for recreation in Idyllwild for the period
4 covering July 1, 2016 thru June 30, 2017.

5 **B.** Prior to the start of each fiscal year, COUNTY shall amend this Agreement with DISTRICT
6 to reflect the current fiscal year funding as approved by the Riverside County Board of Supervisors to
7 provide services. This financial obligation shall continue in effect until this Agreement is either
8 terminated or amended in writing to change said financial obligation.

9 **SECTION III. GENERAL:**

10 **A. TERM OF AGREEMENT.** The term of this Agreement shall be effective from July 1,
11 2016 thru June 30, 2017 with the option to renew annually thereafter by written amendment, to be
12 approved and executed by the respective boards. This Agreement may be terminated if either of the
13 following occurs:

- 14 • County is no longer in need of recreation services in Idyllwild; or
- 15 • COUNTY does not receive sufficient funding to pay for services.

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

20 **C. TERMINATION.** Notwithstanding any other provision of this Agreement either party may
21 terminate upon thirty (30) days of written notice. Upon termination of this Agreement, DISTRICT will
22 no longer be under obligation to provide recreation services and funding to DISTRICT will be reduced to
23 actual expenses incurred up to date of termination. Such termination shall be in writing and shall require a
24 formal board action by both parties to terminate this Service Agreement upon the date specified by the
25 parties.

26 **D. CONFLICT OF INTEREST.** No member, official or employee of COUNTY or DISTRICT
27 shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official
28 or employee participate in any decision relating to this Agreement which affects his or her personal

1 interests or the interests of any corporation, partnership or association in which he or she is directly or
2 indirectly interested.

3 **E. NO THIRD PARTY BENEFICIARIES.** This Agreement is made and entered into for the
4 sole protection and benefit of the parties hereto. No other person or entity shall have any right of action
5 based upon the provisions of this Agreement.

6 **F. INDEMNIFICATION.** DISTRICT shall indemnify and hold COUNTY, its officers, agents
7 and employees free and harmless from liability to any person or entity not a party to this Agreement from
8 any damage, loss or injury to person and/or property which primarily relates to or arises from the
9 negligence or willful misconduct of the DISTRICT, its officers, agents or employees in the execution or
10 implementation of the Agreement; COUNTY shall indemnify and hold DISTRICT, its officers, agents, or
11 employees free and harmless from any person or entity not a party to this Agreement from any damage,
12 loss or injury to person and/or property which primarily relates to or arises from the negligence or willful
13 misconduct of COUNTY, its officers, agents or employee in the execution or implementation of this
14 Agreement.

15 **G. CONTACT PERSONS.** Any required notices or correspondence shall be sent to the contacts
16 persons listed below:

17 If to COUNTY:

18 **COUNTY OF RIVERSIDE**
19 **ECONOMIC DEVELOPMENT AGENCY**

20 Amber Jacobson,
21 Principal Development Specialist
22 3403 10th Street, Ste 400
23 Riverside, CA 92501
24 (951) 955-8916
25 (951) 955-4828 FAX

If to DISTRICT:

18 **RIVERSIDE COUNTY REGIONAL PARK**
19 **AND OPEN-SPACE DISTRICT**

20 Brande Hune, Chief – Business Operations
21 4600 Crestmore Road
22 Jurupa Valley, CA 92509
23 (951) 955-4398
24 (951) 955-4305 FAX

27 **H. CHANGES OR MODIFICATIONS.** No part of this Agreement may be modified, altered,
28 amended waived or changed without the express written consent of the parties hereto.

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

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

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13 [Signature Provisions on the Following Page]

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1 **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be as of the dates
2 written below.

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4 **DISTRICT:**
5 RIVERSIDE COUNTY REGIONAL PARK
6 AND OPEN-SPACE DISTRICT

COUNTY:
COUNTY OF RIVERSIDE

7 By: _____
8 Kevin Jeffries
9 Chairman, Board of Directors

By: _____
John J. Benoit
Chairman of Supervisors

10 Date: _____

Date: _____

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

ATTEST:
Clerk of the Board
Kecia Harper-Ihem

14 By: _____
15 Deputy

By: _____
Deputy

16
17
18 **APPROVED AS TO FORM**
19 **FOR THE DISTRICT:**
20 Gregory P. Priamos
21 County Counsel

22 By: Synthia M. Gunzel
23 Synthia M. Gunzel
24 Deputy County Counsel

APPROVED AS TO FORM
FOR THE COUNTY:
Gregory P. Priamos
County Counsel

By: Neal Kipnis 7/20/16
Neal Kipnis
Deputy County Counsel

EXHIBIT A

Location: County Service Area 36 (Idyllwild)

The anticipated start date for DISTRICT to provide recreation services to the community within County Service Area 36 including Idyllwild Town Hall is July 1, 2016.

COUNTY shall provide a map to the DISTRICT showing the area included in this Agreement. A clear delineation between DISTRICT and COUNTY maintained areas shall be displayed.

Operations and Recreation Staffing:

The COUNTY shall transfer funds to DISTRICT to provide recreation services under this Agreement. The DISTRICT will hire and/or utilize qualified and professional personnel to provide services under this Agreement.

Idyllwild Recreation:

County shall transfer a sum in the amount of \$179,315 to cover cost of staffing, reservations, recreation programming, and all other maintenance related costs incurred by DISTRICT while providing recreation services in Idyllwild. County shall continue to pay for street lights and to place the CSA special assessments on the tax roll.

Recreational Vehicles:

DISTRICT will continue to use recreational vehicles listed below throughout the terms of the Service Agreement. DISTRICT must return the items to COUNTY on June 30, 2017.

08-639 Ford Explorer
07-790 Ford E350

District Operations:

Headquarters and Offices: District Operational Headquarters will serve as the primary location for Idyllwild Town Hall operations and recreation services covered in this Agreement, located at 4600 Crestmore Road in Jurupa Valley. The DISTRICT may relocate the headquarters and/or contact information for Idyllwild Town Hall at a future date with prior notification to COUNTY.

Reservations: DISTRICT shall be responsible for scheduling of all reservations, recreation activities, and special events in Idyllwild. Any revenue received by DISTRICT shall be used for recreation in Idyllwild only.

Risk Management: COUNTY shall continue to pay County Liability Insurance at Idyllwild Town Hall. DISTRICT shall retain insurance coverage for its employees.

Utilities: COUNTY shall transfer all utilities and bills related to Idyllwild Town Hall covered by this Agreement to DISTRICT. DISTRICT will be responsible to pay utilities with funds transferred.

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

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

Total Service Agreement Costs: \$179,315 (July 1, 2016 – June 30, 2017)

EXHIBIT B

PAYMENT SCHEDULE

EDA shall transfer the estimated sum of the \$179,315 to the DISTRICT in the following payment installations:

Date	Amount
July 1, 2016	\$89,657.50
February 1, 2017	\$89,657.50

Payment schedule for additional years will be approved by COUNTY as CSA revenue is received.