

FORM APPROVED COUNTY COUNSEL 12/13/15
 BY: GREGORY P. PRIAMOS DATE



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

153



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
 December 3, 2015

SUBJECT: Approval of General Cooperative Agreement Template and Establishing Delegation of Authority; District - ALL; [\$0]

- RECOMMENDED MOTION:** That the Board of Directors:
1. Approve the General Cooperative Agreement template substantially in the attached form;
 2. Authorize the General Manager, or designee, to execute a General Cooperative Agreement, substantially in the form attached and as approved by County Counsel, with nonprofit organizations whose mission aligns with that of the Riverside County Regional Park and Open-Space District;
 3. Authorize the General Manager, or designee, take all actions necessary to administer said agreements.

BACKGROUND:

Summary

The General Cooperative Agreement is intended to be the tool used to establish the formal association of a nonprofit organization with the District in a way that assures donors, members, and the public that their support of the nonprofit organization compliments the mission and purposes of the Riverside County Regional Park and Open-Space District ("Park District"). (Continued on Page 2)

[Signature]
 Scott Bangle
 General Manager

2016-008D

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input checked="" type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Budget Adjustment: NO
 For Fiscal Year:

C.E.O. RECOMMENDATION:

APPROVE
[Signature]
 BY: Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Benoit, seconded by Director Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
 Nays: None
 Absent: None
 Date: December 15, 2015
 xc: Parks

Kecia Harper-Ihem
 Clerk of the Board
 By: *[Signature]*
 DISTRICT Deputy

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

Prev. Agn. Ref.: District: ALL Agenda Number:

13-2

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

FORM 11: Approval of General Cooperative Agreement Template and Establishing Delegation of Authority;
District - ALL; [\$0]

DATE: December 3, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (Continued)

Friends Groups are generally defined by the District as nonprofit, 501(c)(3) tax-exempt organizations established primarily to support a specific park, group of parks or public program. These Friends Groups would work collaboratively with the Park District to further the goals and visions of both organizations. To be considered a designated Friends Group, a General Cooperative Agreement must be in place between the District and the nonprofit organization.

The General Cooperative Agreement addresses the relationship in broad terms, and incorporates clauses that are universally applicable to future partnership activities. Other activities such as the transfer of funds, program development and operations, concession operations, acquisitions, etc. are administered through other types of agreements, which may tier off and or incorporate by reference the General Cooperative Agreement.

A delegation of authority for the General Manager for the Park District, or his designee, is desired for the execution and administration of the aforementioned agreements. This delegation will improve efficiency of process and public resources in establishing these relationships for the benefit of the public. In exercising the delegation of authority, the District intends to utilize the approved General Cooperative Agreement template with approval as to form by County Counsel.

County Counsel has approved the template as to form.

Impact on Citizens and Businesses

Changing economic climates have made the continuation or expansion of services to the community challenging. Nonprofit organizations have the capacity to enhance Park District activities by conducting fundraising efforts, providing volunteer services, assisting with resource management and preservation, and publicizing important issues. Aligning efforts with these organizations will allow the District to leverage available resources while improving the quality of life for Riverside County residents through people, parks, places and programs.

ATTACHMENTS:

General Cooperative Agreement Template

GENERAL COOPERATIVE AGREEMENT
Between
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
and
[INSERT SUPPORT GROUP NAME]

This General Cooperative Agreement ("Agreement") is made and entered into this ____ day of _____ 20__ by and between the Riverside County Regional Park and Open-Space District, hereinafter referred to as the "DISTRICT" and the **[Insert Support Group name]**, a non-profit organization, hereinafter referred to as the "**[Insert referred name]**." The DISTRICT and the **[Insert referred name]** are sometimes referred to in this Agreement, each individually, as a "Party," or collectively, as the "Parties."

WHEREAS, the DISTRICT is responsible for the **[Insert description of District responsibilities]**; and

WHEREAS, the mission of the DISTRICT is to acquire, protect, develop, manage, and interpret for the inspiration, use and enjoyment of all people, a well-balanced system of park related places of outstanding scenic, recreational, and historic importance; and

WHEREAS, it is the mission of the **[Insert referred name]** to promote the **[Description of what Committee/Foundation is promoting]**; and

WHEREAS, the parties hereto desire to make available to the public the **[Insert name of facility site]** site located **[Insert full address of location]** and to promote interest in the site, educate the public about its history and promote interest in the **[Insert name of location]** through special events, historic programs and other activities; and

WHEREAS, the COMMITTEE is established as a **nonprofit 501c3** under the **US Internal Revenue Code** and as a **nonprofit public benefit corporation** under the **California Corporations Code**; and

NOW, THEREFORE, the parties do hereby enter into this Agreement to work collaboratively to further the goals and visions of both organizations in the following ways:

A. Mutual Responsibilities and Considerations

1. **Designated Organization:** The DISTRICT considers the **[Insert referred name]** to be the designated support organization for the **[Insert name of site/facility]** ("Site").
2. **Modification:** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing, approved by the General Manager of the DISTRICT and the Chair of the Board of the **[Insert referred name]**, and signed by both parties.

3. **The Term:** This Agreement becomes effective from date written above, and will terminate on _____, 20____. Thereafter, the Agreement will require renewal on an annual basis.
4. **Improvements:** Improvements/modifications to any DISTRICT PROPERTY are prohibited without the prior written approval of the DISTRICT.
5. **Insurance:** The [Insert referred name] may be asked to obtain insurance as appropriate.
6. **Termination:** This Agreement may be terminated without cause at any time by either party upon written notification to the other party of not less than one hundred and twenty (120) days prior to the said date of termination. The Agreement may be terminated with cause by either party upon written notice to the other party of not less than thirty (30) days prior to the said date of such termination.
7. **Not a Joint Venture:** The parties do not undertake a partnership or a joint venture in this or any other agreement; instead they will operate as separate parties.
8. **Additional Agreements:** This Agreement outlines the general responsibilities of each party. Additional agreements may be entered into after this Agreement is executed for specific projects or undertakings. In the event of a conflict, this Agreement supersedes the terms and conditions of any future agreement.
9. **Notice:** All notices herein shall be in writing. Delivery of any such notices may be by personal delivery or by U.S. mail to the administrative office address of the DISTRICT or the address of the [Insert referred name]. All notices, requests, demands, waivers, consents and other communications herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and transmitted by hand-delivery, sent by certified mail, or deposited in the United States mail, postage prepaid and addressed as follows:

If to District: Regional County Regional Park and Open-Space District
 ATTN: General Manager
 4600 Crestmore Road
 Jurupa Valley, California 92509

If to [insert referred name]:

B. Responsibilities of the DISTRICT:

1. **Cooperation:** The DISTRICT will work collaboratively with the **[Insert referred name]** to support its efforts in regard to the Site.
2. **Liaison:** The DISTRICT will designate a staff liaison to work with the **[Insert referred name]** to further the success of grants and fundraising in support of the terms of this Agreement. The DISTRICT staff liaison will be notified and/or welcome to attend **[Insert referred name]** board meetings.
3. **Financial:** The DISTRICT shall bear the financial cost of maintaining the Site, including administrative staff, utilities, maintenance and administrative supplies, within the annual approved budget of the DISTRICT.
4. **Fees:** The DISTRICT will collect all fees associated with the operation of the Site.
5. **Annual Report:** Provide the **[Insert referred name]** with a copy of the Annual Report of the DISTRICT.
6. **Volunteers:** Ensure all volunteers have submitted required volunteer application paperwork and have been approved (including clearance of fingerprints) prior to volunteering at a DISTRICT facility or event.

C. Responsibilities of the [Insert referred name]:

1. **Support:** The **[Insert referred name]** will provide support as possible to assist the DISTRICT in its statutory mission to manage and operate the Site. The **[Insert referred name]** will, inter alia, offer assistance with Site programming, special events, and general support through marketing and fundraising
2. **Reporting and Audits:** The **[Insert referred name]** shall provide quarterly reports detailing the support given over the preceding quarter. The DISTRICT or any designee of the DISTRICT will have the right to audit the operations and the books the **[Insert referred name]** or its subcontractors. The **[Insert referred name]** shall comply with all applicable State, Federal, and County laws and regulations, including the requirements to maintain its California and IRS not for profit corporation status.
3. **Board:** Maintain a Board of Directors as per its Bylaws and shall conduct business according to the adopted Bylaws of the **[Insert referred name]**.
4. **Volunteers:** **[Insert referred name]** volunteers will comply with all pertinent Riverside County and DISTRICT requirements and guidelines regarding volunteer participation at the Site and its programs and events. The **[Insert referred name]** will report volunteer hours on a monthly basis, to include **[Insert**

referred name] meetings, fundraisers and events. **[insert referred name]** volunteers participating in DISTRICT programming shall be dual registered with the DISTRICT and **[insert referred name]** to ensure that the volunteer meets the standards of the District for serving as a volunteer on District property. Notwithstanding the dual registration, any individual serving as a volunteer on behalf of the **[Insert referred name]** shall not be considered a volunteer, representative or agent of the DISTRICT and **[Insert referred name]** shall be responsible for the acts or omissions of its volunteers.

5. **Annual Reports:** Provide the DISTRICT with a copy of the Annual Report of the **[Insert referred name]** reflecting current assets and liabilities. Provide the DISTRICT with the most current annual operating budget and most recent completed audited financial statement or income statement or profit/loss statement and balance sheet.
6. **Fundraising Notification:** The **[Insert referred name]** will, when possible, provide at least 30 days' notice to the DISTRICT of special events and fundraising activities scheduled or approved by the **[Insert referred name]**.
7. **Other Documents:** Provide the DISTRICT with a copy of the **[insert referred name]** Internal Revenue Service tax-exemption determination letter.
8. **Insurance:** **[insert referred name]** to provide a copy and maintain general liability and volunteer liability insurance. The policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit in protection per claim and shall name the "Riverside County Regional Park and Open-Space District, Park, County of Riverside, and their respective Directors, Officers, elected officials, employees, agents or representatives, as an Additional Insured." The District, in its sole discretion, has the right to update these insurance requirements from time to time and to require additional insurance requirements for a particular location.
9. **Indemnification:** **[insert referred name]** shall indemnify, defend and hold harmless the District, its directors, officers, employees, appointed or elected officials, agent or representatives from any liability whatsoever, to the extent based or asserted upon acts, omissions or any services of **[insert referred name]**, its officers, employees, agents, volunteers or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of **[insert referred name]**, its officers, agents, employees, agents, volunteers or representatives from this Agreement. **[insert referred name]** shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the District, its directors, officers, employees, appointed

officials, agents or representatives in any claim or action to the extent based upon such alleged acts or omissions.

D. General Terms and Conditions.

1. **Definitions.**

- a. **Days:** All references in this Agreement to "days" shall mean calendar days.
- b. **District Property:** All references in this Agreement to "District Property" shall mean any real or personal property owned, leased, managed and controlled by the District or delegated authority over such property to the District.
- c. **Fiscal Year:** All references in this Agreement to "fiscal year" shall mean the budgetary fiscal year adopted by the County of Riverside (July 1 through June 30).

2. **Assignment.** [insert referred name] shall not assign the rights and obligations of this Agreement without the written consent of the District. Such consent shall be in the sole and absolute discretion of the District.

3. **Severability.** 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.

4. **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.

5. **Governing Law; Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of California. The District and [insert referred name] agree that the Agreement has been entered into at Riverside County, California, and that if any action or proceeding is commenced to enforce or interpret this Agreement, venue shall be filed in the Superior Court for the state of California, in Riverside, California.

6. **Interpretation.** The Parties hereto have negotiated this Agreement at arms-length and have been advised by their respective attorneys, or if not represented by an attorney, represent that they had an opportunity to be so represented and no provision contained herein shall be construed against District solely because it prepared this Agreement in its executed form.

7. **Representatives.** The General Manager of the District has been appointed as the authorized representative for the District to administer this Agreement. The **[Insert Title of Representative]** of the **[Insert referred name]** has been appointed as the authorized representative for the **[Insert referred name]** to administer this Agreement.

8. **Entire Agreement.** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

9. **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.

IN WITNESS THEREOF, the parties have hereto affixed their names by their respective offices thereunto duly authorized.

**RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT**
A park and open-space district,

[NAME OF SUPPORT GROUP]
a non-profit organization,

General Manager for the District

Name:
Title:

Dated: _____

Dated: _____

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 12-2-15
SYNTHIA M. GUNZEL / DATE