

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 6/27/16

Departmental Concurrence



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

122



FROM: Regional Park and Open-Space District

SUBMITTAL DATE:
 June 30, 2016

SUBJECT: Concession Agreement between the Riverside County Regional Park and Open-Space District and The Friends of the San Jacinto Mountain County Parks; \$0; District 3

RECOMMENDED MOTION: That the Board of Directors:
 1. Approve the Concession Agreement between the Riverside County Regional Park and Open-Space District (DISTRICT) and The Friends of the San Jacinto Mountain County Parks (FRIENDS).

BACKGROUND:
Summary

(page 2)

[Signature]
 Scott Bangle
 General Manager

2017-009D

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 type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: _____
Budget Adjustment: _____
For Fiscal Year: _____

C.E.O. RECOMMENDATION:
 APPROVE
 BY: *[Signature]*
 Steven C. Horn
 County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Washington, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: July 12, 2016
 xc: Parks

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

Prev. Agn. Ref.: _____ District: 3 Agenda Number: _____

13-1

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

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

FORM 11: Concession Agreement between the Riverside County Regional Park and Open-Space District and
The Friends of the San Jacinto Mountain County Parks; \$0; District 3

DATE: June 30, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

FRIENDS is the designated support group for DISTRICT parks in the mountain area. FRIENDS operates a gift shop at the Idyllwild Nature Center to generate funds for support activities. This concession agreement establishes the processes and procedures for retail operations and financial responsibilities of both FRIENDS and DISTRICT as relates to the gift shop.

Impact on Citizens and Businesses

There is no anticipated impact on citizens or businesses.

Attachments:

Concession Agreement

General Cooperative Agreement

CONCESSION AGREEMENT

Between

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT and THE FRIENDS OF THE SAN JACINTO MOUNTAIN COUNTY PARKS

This Agreement ("Agreement") is entered into by and between the Riverside County Regional Park and Open-Space District ("DISTRICT"), a special district, and the FRIENDS OF THE SAN JACINTO MOUNTAIN COUNTY PARKS, a non-profit organization ("FRIENDS").

WHEREAS, the DISTRICT owns and is responsible for preservation and operation of Hurkey Creek Park, Idyllwild Park, Idyllwild Park Nature Center, Lawler Lodge and Alpine Cabins, and McCall Memorial Park (collectively "COUNTY MOUNTAIN PARKS"); and

WHEREAS, it is the mission of the FRIENDS to promote the preservation, interpretation, and enjoyment of the COUNTY MOUNTAIN PARKS through program support that seeks to support, promote, advance, and develop the historical, scientific, educational, and cultural aspects pertaining to the San Jacinto Mountain County parks, and acquire acquisitions appropriate to the mission of the museum; and

WHEREAS, the parties desire to make available to the public the COUNTY MOUNTAIN PARKS and to promote interest in them, educate the public about the cultural, historical and natural resources and promote the COUNTY MOUNTAIN PARKS through special events, public programs and other activities; and

WHEREAS, the FRIENDS is established as a nonprofit 501(c)(3) organization under the U.S. Internal Revenue Code and as a nonprofit public benefit corporation under the California Corporations Code;

WHEREAS, The DISTRICT considers the FRIENDS to be a designated support organization for the COUNTY MOUNTAIN PARKS, and the parties agree to work cooperatively to further the goals and visions of both organizations; and

WHEREAS, the FRIENDS are currently operating a Gift Shop within the Idyllwild Nature Center for the purpose of raising money for FRIENDS' operations and services to visitors. The Gift Shop accepts payment from customers for the District's Day Use Fees, purchases of gift items, donations for the annual Idyllwild Lemon Lily Festival, donations for art installations, and other revenues; and

WHEREAS, the FRIENDS are currently receiving all customer payments utilizing the point of sale software system owned by the DISTRICT and depositing collections directly to the FRIENDS bank account, reconciling and remitting weekly to the DISTRICT the amounts collected for day use fees; and

WHEREAS, the DISTRICT has determined that the this cash handling procedure represents a commingling of funds between the two organizations, and the inherent risk level is not acceptable to the DISTRICT; so

THEREFORE, the FRIENDS will continue to manage all operational aspects of the Idyllwild Nature Center Gift Shop, while the DISTRICT will maintain ownership of all financial activities of the gift shop. The FRIENDS' access to DISTRICT property is strictly limited as stated in this Agreement and subject at all times to the oversight and control of the DISTRICT.

1. This Agreement shall be effective upon the date it has been signed by both parties and will terminate one year later. Thereafter, the Agreement will automatically renew on an annual basis unless otherwise requested via written amendment signed by both parties.

JUL 12 2016 13-1D

2. Responsibilities of DISTRICT

DISTRICT shall be responsible for the following:

- A. Designate a staff liaison to work with the FRIENDS to further the success of grants and fundraising in support of this Agreement. The DISTRICT staff liaison will be notified of and welcome to attend FRIENDS board or other meetings.
- B. Provide a copy of its annual report to the FRIENDS.
- C. Maintain the computer and point-of-sale software in use at Idyllwild Nature Center.
- D. Provide to the FRIENDS a verified statement of total gross gift shop sales by category for the prior calendar month by the 15th day of the following month.
- E. DISTRICT shall remit payment to FRIENDS for a percentage of gross sales for specific categories as follows:
 - a. 90% of gross retail gift sales.
 - b. Payments to the FRIENDS shall be made to the order of Friends of San Jacinto Mountain County Parks. DISTRICT shall reconcile all revenue and remit payment to FRIENDS for its share on no less than a monthly basis. The FRIENDS will not allow late payments and may immediately terminate this Agreement if the DISTRICT fails to make a payment when due.
- F. Keep true, accurate and complete financial records showing all of its business transactions related to this Agreement. The FRIENDS will have the right to audit the operations and financial records of the DISTRICT related to this Agreement.

3. Responsibilities of FRIENDS

FRIENDS shall be responsible for the following:

- A. Ensure all FRIENDS staff and volunteers currently handling cash or working with the Point of Sale System at Idyllwild Nature Center complete the DISTRICT's employee/volunteer cash handling training and submit signed acknowledgement forms to DISTRICT within 30 days of acceptance of this Agreement. Any subsequent new FRIENDS staff/volunteers who begin handling cash or working with the Point of Sale System at the Nature Center must complete the training and submit a signed acknowledgement form before they perform any cash handling duties.
- B. Continue to manage all operational aspects of the Idyllwild Nature Center gift shop by purchasing and replenishing inventory, setting prices, maintaining product displays, and recording all sales and fee collections using the point of sale software system owned and maintained by the DISTRICT.
- C. FRIENDS accepts all premises used by the FRIENDS pursuant to this Agreement "as is" and in their present or future existing conditions. The DISTRICT shall not be obligated to make any alterations, additions or betterments to the premises. The FRIENDS shall not improve or modify any DISTRICT property.
- D. FRIENDS acknowledge that all permanently attached Nature Center and Gift Shop fixtures and improvements, i.e., cabinets, exhibits, furnishings, equipment, furnishings, etc. are property of the DISTRICT. However, all inventories for sale, portable fixtures such as small display cases, and self-contained cases and tables, shall be the property of FRIENDS.
- E. FRIENDS shall obtain liability insurance as the DISTRICT may require. The minimum insurance requirements are as provided in Exhibit A, attached hereto and by this

reference incorporated herein.

- F. FRIENDS shall indemnify and hold harmless the DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Directors, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of FRIENDS, its officers, employees, subcontractors, agents 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 FRIENDS, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. FRIENDS 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 Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by FRIENDS, FRIENDS shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes FRIENDS' indemnification to Indemnitees as set forth herein. FRIENDS'S obligation hereunder shall be satisfied when FRIENDS has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe FRIENDS'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

4. This Agreement may be terminated with or without cause by either party prior to the termination date upon written notice to the other party of not less than 30 days.
5. All notices related to this Agreement shall be delivered to the parties as follows:

DISTRICT:

Riverside County Regional
Park & Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

FRIENDS:

Friends of the San Jacinto
Mountain County Parks
P.O. Box 1522
Idyllwild, CA 92549

6. The failure of DISTRICT to insist upon the strict performance of any provision of this Agreement by the FRIENDS shall not constitute a waiver of the DISTRICT's right to insist upon strict compliance with the terms of this Agreement thereafter.

7. This Agreement is intended by the parties as the full and final expression of their understanding of the terms and conditions with respect to the subject matter of this Agreement. This Agreement may not be assigned by the FRIENDS. This Agreement may be changed or modified only pursuant to a written amendment signed by authorized representatives of both parties.

(Signature provisions on following page)

IN WITNESS THEREOF, the parties have hereto have executed this Agreement on the date as indicated below:

RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT
a special district



Kevin Jeffries, Chairman
Board of Directors

Date: JUL 12 2016

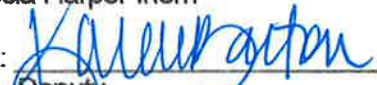
THE FRIENDS OF THE SAN JACINTO
MOUNTAIN COUNTY PARK
a non-profit organization



George Ray
President

Date: May 13, 2016

ATTEST:
Clerk of the Board
Kecia Harper-Ihem

By: 
Deputy

APPROVED AS TO FORM:
Gregory Priamos
County Counsel

By: 
Cynthia M. Gunzel
Deputy County Counsel

EXHIBIT A
Insurance Requirements

1. Insurance

Without limiting or diminishing FRIENDS' obligation to indemnify or hold the DISTRICT harmless, FRIENDS shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Regional Park and Open-Space District, its Divisions, Departments, their respective directors, officers, Board of Directors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation: If FRIENDS has employees as defined by the State of California, FRIENDS shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The District.

B. Vehicle Liability: If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then FRIENDS shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not 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. Policy shall name the DISTRICT as Additional Insureds.

C. General Insurance Provisions - All lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the District Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. FRIENDS must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, FRIENDS' carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c. FRIENDS shall cause FRIENDS' insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the DISTRICT's Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall

contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. FRIENDS shall not commence operations until the DISTRICT has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

d. It is understood and agreed to by the parties hereto that FRIENDS' insurance shall be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the District Risk Manager's reasonable judgment, the amount or type of insurance carried by FRIENDS has become inadequate.

f. FRIENDS shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.

h. FRIENDS agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

COPY

GENERAL COOPERATIVE AGREEMENT
Between
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
and
FRIENDS OF SAN JACINTO MOUNTAIN COUNTY PARKS

This General Cooperative Agreement ("Agreement") is made and entered into this 12th day of June 2016 by and between the Riverside County Regional Park and Open-Space District, hereinafter referred to as the "DISTRICT" and the **Friends of San Jacinto Mountain County Parks**, a non-profit organization, hereinafter referred to as the "**FRIENDS**". The DISTRICT and the **FRIENDS** are sometimes referred to in this Agreement, each individually, as a "Party," or collectively, as the "Parties."

WHEREAS, the DISTRICT is responsible for **Idyllwild County Park, Idyllwild Nature Center, Hurkey Creek Park, McCall Memorial Equestrian Park, Pine Cove Park and Lawler Lodge**; 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 **FRIENDS** to promote the parks in the **San Jacinto Mountain area of Riverside County** and

WHEREAS, the parties hereto desire to make available to the public District managed sites located in the **San Jacinto Mountain area** and to promote interest in those sites, educate the public about their history and promote interest 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 **FRIENDS** to be the designated support organization for the **Group of San Jacinto Mountain Parks ("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 **FRIENDS**, and signed by both parties.

3. **The Term:** This Agreement becomes effective from date written above, and will terminate on June 13, 2021. 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 **FRIENDS** 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.

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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 **FRIENDS**. 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 **FRIENDS:** Friends of San Jacinto Mountain County Parks
P.O. Box 1522
Idyllwild, CA 92549

B. Responsibilities of the DISTRICT:

1. **Cooperation:** The DISTRICT will work collaboratively with the **FRIENDS** to support its efforts in regard to the Site.
2. **Liaison:** The DISTRICT will designate a staff liaison to work with the **FRIENDS** 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 **FRIENDS** 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 **FRIENDS** 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 FRIENDS:

1. **Support:** The **FRIENDS** will provide support as possible to assist the **DISTRICT** in its statutory mission to manage and operate the Site. The **FRIENDS** will, inter alia, offer assistance with Site programming, special events, and general support through marketing and fundraising
2. **Reporting and Audits:** The **FRIENDS** 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 **FRIENDS** or its subcontractors. The **FRIENDS** 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 **FRIENDS**.
4. **Volunteers:** **FRIENDS** 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 **FRIENDS** will report volunteer hours on a monthly basis, to include **FRIENDS** meetings, fundraisers and events. **FRIENDS** volunteers participating in **DISTRICT** programming shall be dual registered with the **DISTRICT** and **FRIENDS** 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 **FRIENDS** shall not be considered a volunteer, representative or agent of the **DISTRICT** and **FRIENDS** 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 **FRIENDS** 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 **FRIENDS** will, when possible, provide at least 30 days' notice to the **DISTRICT** of special events and fundraising activities scheduled or approved by the **FRIENDS**.
7. **Other Documents:** Provide the **DISTRICT** with a copy of the **FRIENDS** Internal Revenue Service tax-exemption determination letter.
8. **Insurance:** **FRIENDS** 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:** **FRIENDS** 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 **FRIENDS**, 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 **FRIENDS**, its officers, agents, employees, agents, volunteers or representatives from this Agreement. **FRIENDS** 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.** **FRIENDS** 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 **FRIENDS** 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 **PRESIDENT** of the **FRIENDS** has been appointed as the authorized representative for the **FRIENDS** 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.

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

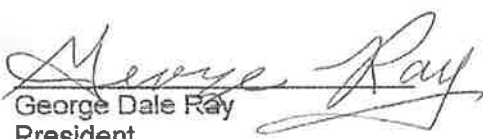
**RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT**
A park and open-space district,



Scott Bangle
General Manager

Dated: 6/13/16

**FRIENDS OF SAN JACINTO
MOUNTAIN COUNTY PARKS**
a non-profit organization,



George Dale Ray
President

Dated: June 5, 2016