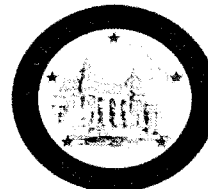


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.38
(ID # 2783)

MEETING DATE:
Tuesday, November 15, 2016

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): First Amendment to MOU, between the County of Riverside and the Riverside County Regional Park and Open-Space District for the transfer of responsibility and operations of County Community Centers, Districts 1, 2, 3, and 5 [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find the First Amendment to MOU to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or "Common Sense" Exemption;
2. Approve the First Amendment To MOU and authorize the Chairman of the Board of Supervisors to execute the same on behalf of the County;

ACTION: Policy

Robert F. Benoit, Riverside County Director of Economic Development 11/3/2016

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	2016/17

C.E.O. RECOMMENDATION: Approved

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Benoit and Ashley
Nays: None
Absent: Tavaglione and Washington
Date: November 15, 2016
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

3.38

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

3. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any other documents and administer all actions necessary to complete or memorialize this transaction; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of the project.

BACKGROUND:

Summary

On July 1, 2014 the Board of Supervisors approved Minute Order 3-63, the Memorandum of Understanding (MOU) between the County of Riverside (County) and the Riverside County Regional Park and Open-Space District (District) for the transfer of responsibility and operations of County Community Centers.

The transfer of responsibility and operations included the following community centers:

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

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

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

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

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

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

The MOU was for a one year term, which commenced on July 1, 2014 and was effective until June 30, 2015, with automatic annual renewals. The MOU was predicated on the fact that a Service Agreement for Park Maintenance and Recreation Services (the Service Agreement) on behalf of the County Service Areas (CSAs) was entered into between the County and the District on June 17, 2014 (the MOU) as Minute Order 13-1. The Service Agreement was effective from July 1, 2014 through June 17, 2016 an option to renew annually thereafter by written amendment executed by the respective Boards.

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

On July 26, 2016, by Minute Order 13-4D, the Board of Directors approved the extension of the Service Agreement from July 1, 2016 through June 30, 2017. The Parties extended the term to allow for the turnover of the operations of the Idyllwild Town Hall on a date certain.

In a recent request, the District submitted a proposal to revert responsibility, operations, and programming of the remaining community centers back to the County. Under the attached First Amendment to the Memorandum of Understanding (First Amendment), the Riverside County Economic Development Agency (EDA) will be responsible for maintaining, and providing management at the community centers. The transfer of operations and management responsibilities of the Community Centers will be subject to the dates stated on Exhibit A (Applicable Transfer Date).

Pursuant to the California Environmental Quality Act (CEQA), the First Amendment to the Memorandum of Understanding was reviewed and determined to be categorically exempt from CEQA, under State CEQA 15301, Class 1, Existing Facilities Exemption; and Section 15061 (b)(3), common sense, general rule exemption, as it will not result in direct impacts to the physical environment or reasonably foreseeable indirect effects.

Impact on Citizens and Businesses

The transfer of the operational and management responsibilities of the Community Centers to EDA will improve efficiency, and delivery of service, and programs for the residents in the surrounding areas of the County.

Attachments:

First Amendment to Memorandum of Understanding (4)

Aerial Image

CEQA Notice of Exemption

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

RF:JWW:VC:VY:JR:ra 092PD 18.390 13353
MinuteTraq 2783

EXHIBIT "A"

APPLICABLE TRANSFER DATES

Termination Dates

MOU

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

June 30, 2016

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

June 30, 2016

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

January 1, 2017

Good Hope (Moses Schaffer)
Community Center and Park
21565 Steele Peak Drive
Perris, CA 92570

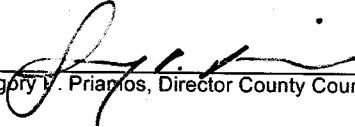
January 1, 2017

Mead Valley Community Center
21091 Rider Street

January 1, 2017

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

Perris, CA 92570



Gregory V. Priamos, Director County Counsel 11/4/2016

FIRST AMENDMENT TO MOU

THIS FIRST AMENDMENT TO the Memorandum of Understanding for The Transfer of Responsibility and Operation of County Community Centers ("Amendment") is hereby entered into by and between the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3, ("District"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("County"), sometimes collectively referred to as the "Parties."

RECITALS

1. On July 1, 2014, by Minute Order 13-4, the Board of Directors approved the Memorandum of Understanding for The Transfer of Responsibility and Operation of County Community Centers (the "MOU") from the County of Riverside Economic Development Agency ("County") to the Riverside County Regional Park and Open-Space District ("District"). This action was predicated on the fact that a Service Agreement for Park Maintenance and Recreation Services (the "Service Agreement") on behalf of the County Service Areas (CSAs) was entered into between the County and the District on June 17, 2014 as Minute Order 13-1D. On that same date, by Minute Order 3-63, the Board of Supervisors approved the MOU.
2. The Service Agreement was effective from July 1, 2014 through June 30, 2016 and included an option to renew annually thereafter by written amendment executed by the respective Boards. On July 26, 2016, by Minute Order 13-4D, the Board of Directors approved the extension of the Service Agreement from July 1, 2016 through June 30, 2017. The Parties extended the term to allow for the turnover of the operations of the Idyllwild Town Hall on a date certain. The remainder of the CSA park facilities were relinquished by the District to the County as of July 1, 2016.
3. The initial term of the MOU was effective from July 1, 2014 through June 30, 2015 with automatic renewals thereafter unless terminated earlier pursuant to the terms of the MOU. The MOU is currently in effect.
4. The County and the District desire to transfer operations of the community centers from the District to the County as of the dates stated in Exhibit "A", attached hereto and by this reference incorporated herein, to this Amendment (the "Applicable Transfer Date").

For good and valuable consideration, the receipt and adequacy of which are acknowledged, District and County agree as follows:

AGREEMENT

I. Assignment and Assumption.

A. As of the Applicable Transfer Date, District assigns to County all of District's rights and obligations in and to the MOU and all other benefits arising or issuing from or out of the MOU, and together with any and all rights that District may have under the MOU. As of the Applicable Transfer Date, County hereby assumes all of District's rights and obligations in and to the MOU.

II. Termination.

A. Termination of MOU. The Parties hereby agree to terminate the MOU as of the Applicable Transfer Date. For purposes of this MOU, the Termination Date shall be the last date provided on Exhibit "A" which will complete the transfer of the rights and obligations to the County. As of that last date, and subject to the terms and conditions in this Amendment, the MOU is terminated and is of no further legal effect.

B. Conditions. Prior to or concurrent with Applicable Transfer Date District shall:

- a. If applicable, District shall provide to County all documents pertaining to any subleases or other agreements, and activities committed, and for any improvements made, at the Property; and
- b. District shall provide notice of the assignment to the County to all sub-lessees and occupants or parties present on the Property; and
- c. Turn over all keys to the community centers;

III. Transfer of Operations to District. As of the Applicable Transfer Date, the District will transfer all operations, services, duties and obligations for the community centers listed on Exhibit "A" to the County.

IV. Entire Agreement. This Amendment contains the entire agreement between the Parties regarding the matters covered in this Amendment. There have been no other statements, promises, or representations made by the parties that are intended to alter, modify, or complement this Amendment.

V. Amendment. This Amendment may not be altered, amended, modified, or otherwise changed in any respect, except by a writing executed by an authorized representative of each party.

VI. Titles. The Article titles in this Amendment are used for the convenience of the parties and are inserted only for the convenience of the Parties, not to be taken as part of the instrument or used to interpret this Amendment.

VII. Time of Essence. Time is of the essence in this Amendment.

VIII. Authorization. The undersigned, by their signatures, represent and warrant that they are authorized agents of their respective entities and are authorized to execute this Amendment.

IX. Successors and Assigns. This Amendment shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns.

X. Governing Law. This Amendment is governed and construed in accordance with California law.

XI. Further Action. The Parties shall take such further action and execute such further documents as may be necessary to carry out the purposes and intent of this Amendment.

XII. Counterparts. This Amendment may be executed by facsimile in any number of counterparts and signature pages and by different parties on separate counterparts and signature pages, each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument.

XIII. Severability. Should any provision of this Amendment be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall not be deemed to be part of this Amendment.

Signature provisions on following page.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

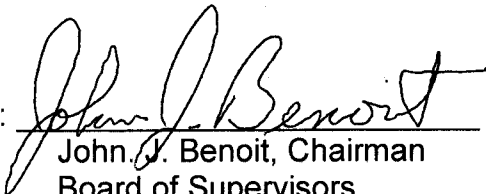
DISTRICT:

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

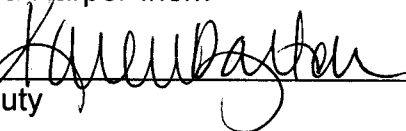
By: 
Kevin Jeffries
Chairman, Board of Directors

COUNTY:

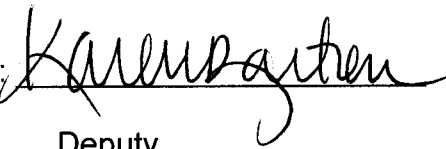
COUNTY OF RIVERSIDE, a political
subdivision of the State of California

By: 
John V. Benoit, Chairman
Board of Supervisors

ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

By: 
Deputy


ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

By: 
Deputy

(SEAL)

(SEAL)

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Synthia M. Gunzel
Deputy County Counsel

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

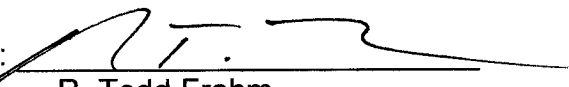
By: 
R. Todd Frahm
Deputy County Counsel

EXHIBIT "A"

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