



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



ITEM
13.1
(ID # 2931)

MEETING DATE:
Tuesday, November 15, 2016

FROM : REGIONAL PARK & OPEN SPACE DISTRICT:

SUBJECT: REGIONAL PARK & OPEN SPACE DISTRICT: 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 Directors:

1. Approve the First Amendment to MOU with the County of Riverside and authorize the Chairman of the Board of Directors to execute the same on behalf of the Regional Park and Open-Space District;

ACTION: Policy

Scott Bangle
Scott Bangle, Director General Manager / Park Director

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:			Budget Adjustment: NO	
			For Fiscal Year:	

C.E.O. RECOMMENDATION: [CEO use]

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Director Jeffries, seconded by Director Ashley 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: Parks

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

13-1

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BACKGROUND:

Summary

On July 1, 2014 the Board of Directors approved Minute Order 13-4D, 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	Eddie D. Smith Senior Center
21565 Steele Peak Drive	5888 Mission Boulevard
Perris, Ca. 92570	Riverside, CA 92509
1,200 square feet	9,716 square feet
	Cabazon Community Center and
Mead Valley Community Center	Child Development
21091 Rider Street	50390 Carmen Avenue
Perris, CA 92570	Cabazon, CA 92230
38,000 sq. ft.	11,600 sq. ft.
Norton Younglove Community Center	Idyllwild Town Hall
459 Center Street	25925 Cedar Street
Riverside, CA 92509	Idyllwild, CA 92549
3,958 sq. ft.	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 13-1D. The Service Agreement was effective from July 1, 2014 through June 17, 2016 with an option to renew annually thereafter by written amendment executed by the respective Boards. The option to

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renew the Service Agreement was not exercised. On July 26, 2016 by Minute Order 13-4D the County and District entered into an additional service agreement for Recreations Services on Behalf of the Idyllwild County Service Area No. 36 for the operation of Idyllwild Town Hall.

In a recent request, the District submitted a proposal to revert responsibility, operations, and programming of the 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").

The First Amendment to MOU has been reviewed and approved as to form by County Counsel.

This is a companion item a County of Riverside EDA item that will be on the same Board meeting date.

Impact on Citizens and Businesses

The transfer of the operational and management responsibilities of the Community Centers back to EDA will allow the Park District to focus on providing core services to the residents of Riverside County.

Attachments:

First Amendment to Memorandum of Understanding


Gregory P. Priamos, Director County Counsel

11/3/2016


Alex Gann

11/7/2016

COPY

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

ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

By: _____
Deputy

(SEAL)

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

COUNTY:

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

By: _____
John. J. Benoit, Chairman
Board of Supervisors

ATTEST:
CLERK OF THE BOARD
Kecia Harper-Ihem

By: _____
Deputy

(SEAL)

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
R. Todd Frahm
Deputy County Counsel

EXHIBIT "A"

APPLICABLE TRANSFER DATES

	<u>Termination Dates</u>
<u>MOU</u> 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 Perris, CA 92570	January 1, 2017