

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



**ITEM**  
3.22  
(ID # 3657)

**MEETING DATE:**  
Tuesday, April 11, 2017

**FROM:** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Operating Agreement for the Idyllwild Community Center, between the County of Riverside and San Jacinto Community Center dba Idyllwild Community Center, District 3, CEQA Exempt, [\$646,400], 97.5% Special Assessment Funds, 2.5% General Fund Sub-Fund (Clerk to file Notice of Exemption)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find the Operating Agreement 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 Operating Agreement and authorize the Chairman of the Board of Supervisors to execute the same on behalf of the County;
3. Authorize the allocation of funds to San Jacinto Community Center in accordance with the Schedule of Operator's Reimbursement Fund as described in Exhibit A, attached hereto;

**ACTION:**

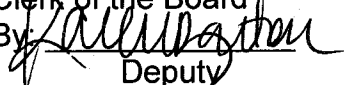
Robert Field, Assistant County Executive Officer/EDA 3/22/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Tavaglione, Washington and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** April 11, 2017  
**xc:** EDA, Recorder

Kecia Harper-Ihem  
Clerk of the Board  
By   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 106,400	\$ 180,000	\$ 646,400	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 97.5% Special Assessment Funds, 2.5% General Fund Sub-Fund			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	2016/17-2019/20

**C.E.O. RECOMMENDATION:** Approve

4. Ratify and authorize a reimbursement to EDA/Real Estate Division in an amount not to exceed \$16,400 from General Fund Sub-Fund 11183;
5. Authorize the Assistant County Executive Officer of the Economic Development Agency, or his designee, to execute any and all other documents and administer any and all actions necessary to complete or memorialize this transaction; and
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk upon approval of this Agreement.

**BACKGROUND:**

**Summary**

On November 15, 2016 the Board of Supervisors approved Minute Order 3-9, the First Amendment to the Memorandum of Understanding (Amendment) between the Riverside County Economic Development Agency (EDA) and the Riverside County Regional Park and Open-Space District (District) for the transfer of responsibility, operations, and programming of community centers back to EDA oversight (Transfer). As a result, the Real Estate Division/EDA completed a Request for Proposal (RFP) process, for the purpose of identifying and selecting operators capable of providing expanded and efficient community center services.

Included in the Transfer was the Idyllwild Community Center (Center), which is currently operated out of the Idyllwild Town Hall located at 25925 Cedar Street, Idyllwild, CA 92549. On October 26, 2016 EDA advertised the Idyllwild Community Center RFP and invited all capable operators to submit proposals for review prior to November 15, 2016. Among those that submitted was San Jacinto Mountain Community Center doing business as Idyllwild Community Center, a 501(c)(3) corporation (ICC).

After all interviews were conducted, ICC was the Operator selected to provide community center services in Idyllwild. In addition to being experienced in the provision of community center services, ICC is also currently pursuing the development of a new community center

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and amphitheater for the community of Idyllwild. Following the selection, EDA and ICC entered into a Temporary License Agreement as an interim and transitional contract and to allow for the negotiations of an extended Operating Agreement.

The attached Operating Agreement (Agreement) shall be for a term of approximately three and one half years, commencing on the effective date that both parties have signed the Agreement and expiring June 30, 2020. During the term of this Agreement, ICC shall provide for a direct lease with the owner of the current Center. The lease will obligate ICC to perform custodial services, pay utilities, and maintain the facility. Additionally, ICC shall be obligated to provide community center services which include youth, family and senior programs and as outlined and further described within the Agreement. The scope of those services will include recreational and park services, healthcare and food programs.

During the term of this Agreement, EDA shall make available an allocation of funds to ICC which will offset operational and facility costs for providing these community services on behalf of the County. The allocation of funds will be in accordance with Exhibit A, attached hereto. Reimbursement will be provided in accordance with the terms of the Agreement and ICC is expected to augment services and provide for efficient delivery of services to the community within their own budget and through fees, grants, donations and volunteers.

Pursuant to the California Environmental Quality Act (CEQA), the Operating Agreement 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 responsibilities of the Idyllwild Community Center to ICC will improve efficiency, delivery of service and expand programs for the residents and surrounding areas of Idyllwild. Those efficiencies will benefit citizens, businesses, the County and the community as a whole.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The Real Estate Division of the Economic Development Agency will seek to be reimbursed for any and all costs associated with this transaction, as forecasted and itemized below, through the General Fund Sub-Fund 11183.

Advertising Costs	\$	1,300
Real Estate Labor Costs	\$	6,500
County Counsel Costs	\$	7,800

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CEQA Environmental Costs	\$	800
<b>Total Estimated Net Costs</b>	<b>\$</b>	<b>16,400</b>

**Attachments:**

Aerial

Operating Agreement (4)

CEQA Notice of Exemption

RF:JWW:VC:VY:JR:ra 311FM 18.644 13499

MinuteTrak ID 3657



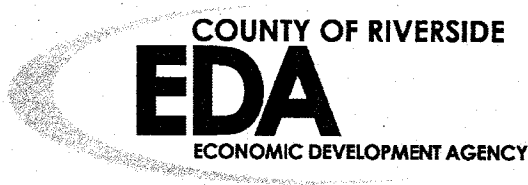
Kishini Dasika, Principal Management Analyst

4/3/2017



Gregory V. Priamos, Director County Counsel

3/23/2017



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on. 4/12/17 kb Date Initial

NOTICE OF EXEMPTION

March 9, 2017

Project Name: County of Riverside, Idyllwild Community Center Operating Agreement, Idyllwild-Pine Cove, Riverside County

Project Number: FM0417200311

Project Location: 25925 Cedar Street, south of North Circle Drive, Idyllwild, California, Assessor's Parcel Number (APN): 563-292-006; (See attached exhibit)

Description of Project: On November 15, 2016 the County of Riverside (County) Board of Supervisors approved Minute Order 3-9, the First Amendment to the Memorandum of Understanding (Amendment) between the Riverside County Economic Development Agency (EDA) and the Riverside County Regional Park and Open-Space District (District) for the transfer of responsibility, operations, and programing of community centers back to EDA oversight (Transfer). As a result, the Real Estate Division/EDA completed a Request for Proposal (RFP) process, for the purpose of identifying and selecting operators capable of providing expanded and efficient community center services. Included in the Transfer was the Idyllwild Community Center, which is currently operated out of the Idyllwild Town Hall located at 25925 Cedar Street, Idyllwild, CA 92549. On October 26, 2016 EDA advertised the Idyllwild Community Center RFP and invited all capable operators to submit proposals for review prior to November 15, 2016. Among those that submitted was San Jacinto Mountain Community Center doing business as Idyllwild Community Center, a 501(c)(3) corporation (ICC). After all interviews were conducted, ICC was selected as the Operator, based on the fact that ICC already was a proven and successful provider of community services in Idyllwild. Following the selection, EDA and ICC entered into a Temporary License Agreement as an interim and transitional contract and to allow for the negotiations of an extended Operating Agreement.

The attached Operating Agreement shall be for a term of approximately three and one half years, commencing on the effective date that both parties have signed the Agreement and expiring June 30, 2020. ICC shall be obligated to provide community center services which include youth and senior programs and as outlined and further described within the Agreement. The scope of those services will include recreational and park services, healthcare and food programs. During the term of this Agreement, EDA shall make available an allocation of funds to ICC which will offset operational and facility costs for providing these community services on behalf of the County. The execution of the Operating Agreement with ICC is identified as the proposed Project under the California Environmental Quality Act (CEQA). The proposed Project would involve the creation of an agreement to operate the Idyllwild Community Center. The Operating Agreement would not result in physical changes or an expansion of capacity. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency; San Jacinto Mountain Community Center doing business as Idyllwild Community Center, a 501(c)(3) corporation

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www.rivcoeda.org

- Administration, Aviation, Business Intelligence, Cultural Services, Community Services, Custodial, Housing, Housing Authority, Information Technology, Maintenance, Marketing, Economic Development, Edward-Dean Museum, Environmental Planning, Fair & National Date Festival, Foreign Trade, Graffiti Abatement, Parking, Project Management, Purchasing Group, Real Property, Redevelopment Agency, Workforce Development

**Exempt Status:** State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

**Reasons Why Project is Exempt:** The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor does the Project include unusual circumstances which could have the possibility of a significant effect on the environment. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the transfer of the operation and maintenance of the Idyllwild Community Center.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project, as proposed, is limited to the execution of an Operating Agreement to operate and maintain the Idyllwild Community Center. The change in management of the operation and maintenance of the Idyllwild Community Center would not result in a change in use, an increase in intensity of use or exceed the planned capacity of the site. The continued operation and maintenance would not result in any expansion of public services and facilities. Therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Ibid. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed Operating Agreement with ICC will not result in any direct or indirect physical environmental impacts. The transfer of operation and maintenance will result in no changes to the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts to the existing use of the site would occur. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemption above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 3/9/17

Mike Sullivan, Senior Environmental Planner  
County of Riverside, Economic Development Agency

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

Project Name: Operating Agreement for Idyllwild Community Center, Idyllwild-Pine  
Cove Community, Riverside County

Accounting String: 524830-47220-7200400000- FM0417200311

DATE: March 9, 2017

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND  
HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development  
Agency

Signature: 

PRESENTED BY: Jose Ruiz, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: March 9, 2017

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM0417200311**  
Idyllwild Community Center Operating Agreement, Idyllwild-Pine Cove, Riverside County

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

**After posting, please return the document to:**

**Mail Stop #1330**

**Attention: Mike Sullivan, Senior Environmental Planner,**

**Economic Development Agency,**

**3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501**

**If you have any questions, please contact Mike Sullivan at 955-8009.**

Attachment

cc: file

Administration  
Aviation  
Business Intelligence  
Cultural Services  
Community Services  
Custodial

Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

[www.rivcoeda.org](http://www.rivcoeda.org)

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development



**IDYLLWILD COMMUNITY CENTER  
OPERATING AGREEMENT**

This Operating Agreement ("Agreement") is made and entered into on April 11, 2017, by and between the County of Riverside, a political subdivision of the State of California ("County"), and San Jacinto Mountain Community Center Inc., a 501 (c)(3) corporation, DBA Idyllwild Community Center ("Operator"), sometimes collectively hereinafter referred to as the ("Parties").

**RECITALS**

WHEREAS, the County of Riverside operates out of a Community Center known as Idyllwild Town Hall located in the Idyllwild area of Riverside County, California ("Center"), as shown in Exhibit "A", attached and incorporated herein by reference; and

WHEREAS, the County has the capability and authority to operate and provide Community programs in the Center whether directly or through a contract with a qualified Operator and where such programs and services are in the vital and best interest of the residents of Riverside County and the areas and community surrounding this Center; and

WHEREAS, Operator provides a wide variety of Community programs and services to the residents of Idyllwild and Operator desires to operate a facility to provide such programs at the Center ; and

WHEREAS, the Parties desire to enter into an Operating Agreement and for the purpose of providing community and recreational programs and other services (the "Services") as provided by Operator, in accordance with the terms and conditions of this Agreement; and

WHEREAS the County's lease for the Center is a terminable month to month tenancy; and

WHEREAS Operator shall enter into a new lease for the Center for the purpose of carrying out those public programs and services,

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1 NOW THEREFORE, for good and valuable consideration, the Parties do hereby  
2 mutually agree as follows:

3 1. EFFECTIVE DATE: The Effective Date of this Agreement is the date first  
4 provided above. In the event that such date is omitted, then the Effective Date shall be the last  
5 date the Agreement is signed by the County.

6 a. The Parties agree that upon the Effective Date of this Agreement, the  
7 Interim License and Operating Agreement dated January 3, 2017 shall terminate.

8 2. TERM: The term of this Agreement shall be for approximately three and one half  
9 (3 1/2) years commencing on the Effective Date and expiring on June 30, 2020 but subject to  
10 extension by mutual agreement of the Parties. The Agreement shall terminate at the expiration  
11 of the term period unless terminated earlier pursuant to Section 20. The County has no  
12 obligation to enter into any extension of this Agreement unless mutually agreed by the Parties  
13 hereto.

14 3. CONSIDERATION: Operator shall pay one dollar (\$1) to the County as  
15 consideration for Agreement, payable once and for the entire three and one half (3 1/2) year  
16 term upon full execution of this Agreement. County acknowledges that the Operator, through  
17 this Agreement will be obligated to pay for the provision of services and operations of the  
18 Center, or other County approved location on behalf of the County. County recognizes this  
19 form of consideration provided by the Operator and grants the Operator the right to collect fees  
20 for the Services.

21 4. USE: Operator shall provide for the operation and management of the Services  
22 which include community center programming and activities for the benefit of the residents of  
23 Riverside County. Operator represents and maintains that it is skilled to perform all Services,  
24 duties and obligations required by this Agreement to fully and adequately provide these  
25 Services at the Center. Operator further represents and warrants that it, or its contractors, has  
26 all licenses, permits, qualifications and approvals of whatever nature legally required to provide  
27 its professional Services.

28

1           5.     OPERATOR OBLIGATIONS:

2           (a)     Operations.   Operator shall be obligated to provide programs and  
3 services to the community and the citizens of Riverside County including but not limited to all  
4 programs and services set forth in this Agreement.

5                     General hours of operation are as follows:

6                     Monday through Friday                     9:00 a.m. to 5:00 p.m.

7     The above hours are general only and subject to change. Hours may be adjusted to reflect the  
8 needs of the community and hours of operations and will be subject to approval and written  
9 consent of the County.

10           6.     OPERATOR REIMBURSEMENT FUND:

11           (a)     County shall allocate and establish an Operator Reimbursement Fund  
12 (“Fund”) in the amount of one hundred eighty thousand dollars (\$180,000) per fiscal year to  
13 offset and reimburse the Operator for the actual and proven costs of providing community  
14 Services and for the costs and obligations of operating the Center as required within this  
15 Agreement. The Fund will be made available to reimburse actual operational costs incurred by  
16 the Operator commencing and retroactive to January 3, 2017. A schedule of the allocated  
17 funds for each partial and full fiscal year is attached hereto and incorporated herein as Exhibit  
18 “C” Schedule of Operator’s Reimbursement Fund.

19           (b)     Operator acknowledges that during the transition period at the Center  
20 and approval and execution of this Agreement that County has, and will incur, actual Operating  
21 costs associated with the transition of the Center from County to Operator. County shall  
22 reimburse itself from the fiscal year 2016/2017 Operator Reimbursement Fund for all of  
23 County’s actual operating costs that were incurred between January 3, 2017 and the full  
24 execution and commencement of this Agreement. County shall provide the Operator with a full  
25 summary of such deductions and offset of this Fund within thirty (30) days of commencement  
26 of this Agreement. Such accounting shall also provide Operator with a remainder balance of  
27 the Fund for Fiscal Year 2016/2017.

1 (c) Operator shall utilize the remaining balance of the Fund upon approval  
2 and commencement of this Agreement by providing invoices and statements proving itemized  
3 actual expenses incurred and requesting appropriate reimbursement of Operational Costs only.  
4 Such reimbursement by Operator shall be retroactive to expenses incurred commencing  
5 January 3, 2017 and during the Interim License and Operating Agreement dated January 3,  
6 2017 by and between the County and the Operator for a transition period of the Center.

7 (d) Upon Fund depletion of the allocated amount in each fiscal year no  
8 further reimbursement will be paid to the Operator by the County.

9 7. ALLOCATION OF FUNDS BY COUNTY: The County reserves the right to  
10 modify the level of funding allocated to the Operator within this Agreement due to a decrease in  
11 funding by the County.

12 8. CONTRACTING WITH THIRD PARTIES: Operator may enter into agreements  
13 with qualified third parties for the purpose of providing any of the services or programs in  
14 connection with the uses permitted to be performed on the Center as described in Section 4 or  
15 for the purpose of operation, custodial, maintenance or security services. All such agreements  
16 shall contain provisions necessary to protect the County, its officers, employees, successors,  
17 and assigns from any liability arising out of the provision of services or programs, operation,  
18 maintenance or replacement of any improvements and facilities in the Center as a result of  
19 such third parties, including the obligation to indemnify the County, County of Riverside, its  
20 officers, employees, successors, and assigns and carry the necessary insurance. The term of  
21 any permit, contract, or other agreement entered into by Operator affecting or related to the  
22 Center shall not exceed the term of this Agreement.

23 9. UTILITIES: During the term of this Agreement, Operator agrees to pay, or  
24 cause to be paid, any and all utilities used upon the Center including but not limited to electric,  
25 water, gas, sewer, phone, refuse collection, security and/or fire alarm monitoring or related  
26 fees, and all other services supplied to the Center.

27 10. FURNITURE, FIXTURES AND EQUIPMENT: The County and Operator agree  
28 and acknowledge that the County owns and installed furniture, fixtures and equipment ("FF&E")

1 for the operation of the Center as set forth in Exhibit "D" Existing Furniture, Fixtures and  
2 Equipment Owned by County, attached hereto and by this reference incorporated herein.  
3 Operator shall, at its sole cost and expense, be responsible for all necessary maintenance and  
4 repair of the listed Equipment in Exhibit "D," with reasonable wear and tear expected

5 11. MAINTENANCE RIGHTS AND RESPONSIBILITIES:

6 (a) Operator shall, maintain the facility as required by the Lease between  
7 the Operator and owner of the Center. County will require that the Center be kept in a clean  
8 and maintained condition at all times.

9 (b) Custodial Services: Operator shall keep the Center in a clean and neat  
10 condition, and ensure that regular custodial service is provided for the facility.

11 (c) Inspection. County and its representatives, employees, agents or  
12 independent contractors may enter and inspect the Center or any portion thereof or any  
13 improvements thereon at any time and from time to time at reasonable times to verify  
14 Operator's compliance with the terms and conditions of this Agreement.

15 12. TAXES AND ASSESSMENTS: During the term of this Agreement Operator  
16 shall pay, or cause to be paid, any and all applicable real and personal property taxes, general  
17 and special assessments and other charges of every description as may be levied on or  
18 assessed against the Center, improvements to the Center, or personal property owned by  
19 Operator located on or in the Center by reason of Operator's operation of the Center.

20 13. COMPLIANCE WITH LAWS AND RESTRICTIONS. Operator shall, at its sole  
21 cost and expense, obtain any and all necessary permits and shall fully comply with all  
22 applicable ordinances, state and federal laws associated with the provision of the public  
23 programs and services. Operator further agrees to use the Center in material compliance with  
24 all laws now in force or which may hereafter be in force relative to its use as outlined in Section  
25 4 above, including without limitation compliance with all federal, state, and local statutes and  
26 regulations, as well as all covenants, conditions, and restrictions contained in this Agreement.

27 14. ASSIGNMENT: Operator shall not assign the rights and obligations of this  
28 Agreement without the written consent of the County. Such consent shall be in the sole and

1 absolute discretion of the County.

2 15. INSURANCE: Without limiting or diminishing Operator's obligation to the  
3 indemnify or hold the County harmless, Operator shall procure and maintain or cause to be  
4 maintained, at its sole cost and expense, the following insurance coverage's during the term of  
5 this Agreement.

6 (a) Workers' Compensation. If the Operator has employees as defined by  
7 the State of California, the Operator shall maintain statutory Workers' Compensation Insurance  
8 (Coverage A) as prescribed by the laws of the State of California. Policy shall include  
9 Employers' Liability (Coverage B) including Occupational Disease with limits not less than  
10 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor  
11 of County.

12 (b) Commercial General Liability. Commercial General Liability insurance  
13 coverage, including but not limited to, premises liability, contractual liability, products and  
14 completed operations liability, personal and advertising injury, and cross liability coverage,  
15 covering claims which may arise from or out of Operator's performance of its obligations  
16 hereunder. Policy shall name, the County, County, its directors, officers, employees,  
17 appointed officials, agents or representatives as Additional Insured. Policy's limit of liability  
18 shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance  
19 contains a general aggregate limit, it shall apply separately to this Agreement or be no less  
20 than (2) times the occurrence limit.

21 (c) Vehicle Liability. If vehicles or mobile equipment are used in the  
22 performance of the obligations under this Agreement, then Operator shall maintain liability  
23 insurance for all owned, non-owned or hired vehicles so used in an amount not less than  
24 \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
25 aggregate limit, it shall apply separately to this Agreement or be no less than (2) times the  
26 occurrence limit. Policy shall name the County, County, its directors, officers, employees,  
27 appointed officials, agents or representatives as Additional Insured.

28

1 (d) General Insurance Provisions - All lines:

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

7 2) The Operator's insurance carrier(s) must declare its insurance  
8 self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such  
9 retentions shall have the prior written consent of the County's Risk Manager before the  
10 commencement of operations under this Agreement. Upon notification of self-insured retention  
11 unacceptable to the County, and at the election of the County's Risk Manager, Operator's  
12 carriers shall either; 1) reduce or eliminate such self-insured retention as respects this  
13 Agreement with the County, or 2) procure a bond which guarantees payment of losses and  
14 related investigations, claims administration, and defense costs and expenses.

15 3) Operator shall cause Operator's insurance carrier(s) to furnish  
16 the County with either 1) a properly executed original Certificate(s) of Insurance and certified  
17 original copies of Endorsements effecting coverage as required herein, and 2) if requested to  
18 do so orally or in writing by the County's Risk Manager or Real Estate Division, provide original  
19 Certified copies of policies including all Endorsements and all attachments thereto, showing  
20 such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance  
21 shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be  
22 given to the County prior to any material modification, cancellation, expiration or reduction in  
23 coverage of such insurance. In the event of a material modification, cancellation, expiration, or  
24 reduction in coverage, this Agreement shall terminate forthwith, unless the County receives,  
25 prior to such effective date, another properly executed original Certificate of Insurance and  
26 original copies of endorsements or certified original policies, including all endorsements and  
27 attachments thereto evidencing coverage's set forth herein and the insurance required herein  
28 is in full force and effect. Operator shall not commence operations until the County has been

1 furnished original Certificate (s) of Insurance and certified original copies of endorsements and  
2 if requested, certified original policies of insurance including all endorsements and any and all  
3 other attachments as required in this Section. An individual authorized by the insurance carrier  
4 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of  
5 Insurance.

6                   4) It is understood and agreed to by the parties hereto that the  
7 Operator's insurance shall be construed as primary insurance, and the County's or County's  
8 insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not  
9 be construed as contributory.

10                   5) If, during the term of this Agreement or any extension thereof,  
11 there is a material change in the permitted use, the County reserves the right to adjust the  
12 types of insurance required under this Agreement and the monetary limits of liability for the  
13 insurance coverage's currently required herein, if, in the County's Risk Manager's reasonable  
14 judgment, the amount or type of insurance carried by the Operator has become inadequate.

15                   6) Operator shall pass down the insurance obligations contained  
16 herein to all tiers of Operator's vendors working under this Agreement.

17                   7) The insurance requirements contained in this Agreement may be  
18 met with a program(s) of self-insurance acceptable to the County's Risk Manager.

19                   8) Operator shall notify County of any claim by a third party or any  
20 incident or event that may give rise to a claim arising from the performance of this Agreement  
21 within ten (10) days of receipt of notice thereof.

22           16.    INDEMNIFICATION: Operator shall indemnify and hold harmless the County,  
23 its directors, officers, employees, appointed or elected officials, agent or representatives from  
24 any liability whatsoever, to the extent based or asserted upon acts, omissions or any services  
25 of Operator, its officers, employees, agents or representatives arising out of or in any way  
26 relating to this Agreement, including but not limited to Center damage, bodily injury, or death or  
27 any other element of any kind or nature whatsoever arising from the performance of Operator,  
28 its officers, agents, employees, agents or representatives from this Agreement. Operator shall



1 defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of  
2 investigation, defense and settlements or awards, the County, its directors, officers,  
3 employees, appointed officials, agents or representatives in any claim or action to the extent  
4 based upon such alleged acts or omissions.

5 (a) With respect to any action or claim subject to indemnification herein by  
6 Operator. Operator shall, at their sole cost, have the right to use counsel of their own choice  
7 and shall have the right to adjust, settle, or compromise any such action or claim without  
8 compromise in no manner whatsoever limits or circumscribes Operator indemnification to  
9 County as set forth herein.

10 (b) Operator's obligation hereunder shall be satisfied when Operator has  
11 provided to County the appropriate form of dismissal relieving County from any liability for the  
12 action or claim involved.

13 (c) The specified insurance limits required in this Agreement shall in no way  
14 limit or circumscribe Operator's obligation to indemnify and hold harmless the County herein  
15 from third party claims.

16 (d) In the event there is conflict between this clause and California Civil  
17 Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such  
18 interpretation shall not relieve Operator from indemnifying the County to the fullest extent  
19 allowed by law.

20 17. ENVIRONMENTAL PROTECTION. Operator shall not discharge, dispose of,  
21 or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of  
22 any kind, within or outside the Center that could result in destruction of habitat or the  
23 contamination or pollution of said Center. Operator shall at all times comply with all applicable  
24 federal, state, and local laws, orders, and regulations, as may be amended with respect to the  
25 proper discharge of refuse, garbage, sewage effluent, wastes, storm water runoff, and any and  
26 all other pollutants, including soil sediments, and shall cause its employees, agents and other  
27 persons or entities under its control to comply fully with such laws, orders, and regulations.

28

1           18.     HAZARDOUS MATERIALS. Operator shall not use or allow anyone else to  
2 use the Center to generate, manufacture, refine, transport, treat, store, handle, recycle,  
3 release, or dispose of any hazardous material, other than as reasonably necessary for the  
4 operation of its operations and activities as contemplated under this Agreement. The term  
5 “hazardous material” means any hazardous substance, material, or waste including, but not  
6 limited to, those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA  
7 Chemical Lists, or petroleum products and their derivatives. However, this shall not apply to  
8 the use of petroleum products and related substances incidental to operation of motorized  
9 equipment and vehicles whose operation on the premises is contemplated by this Agreement.  
10 Operator shall immediately notify County in writing in the event of any release of hazardous  
11 material, violation of any environmental law, or actions brought by third parties against  
12 Operator alleging environmental damage. Operator shall indemnify and hold County harmless  
13 from any and all damages of any nature (including payment of attorney fees) related to or  
14 arising out of the discharge or release of hazardous materials caused by Operator or any  
15 person or entity under its control. County represents and warrants to Operator that, to the best  
16 of County’s knowledge, no hazardous material has been generated, manufactured, refined,  
17 transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the  
18 Center or property prior to the effective date of this Agreement. In the event that Operator  
19 discovers that any hazardous material has been generated, manufactured, refined,  
20 transported, treated, stored, handled, recycled, released, or disposed of on, under, or about the  
21 Center or Property prior to the effective date of this Agreement, then Operator shall have the  
22 right to immediately terminate this Agreement and shall have no remediation responsibility, and  
23 County shall indemnify, defend and hold harmless Operator from any and all liability of any  
24 type related thereto.

25           19.     DEFAULT:

26           (a)     Operator shall be deemed in default of this Agreement if Operator fails to  
27 maintain the Center or the improvements in the manner provided for in the Agreement, fails to  
28 comply with or perform any other covenant, condition, provision or restriction provided for in the

1 Agreement, or if Operator files or commits an act of bankruptcy, has a receiver or liquidator  
2 appointed to take possession of the Center, or commits or permits waste on the Center.

3 (b) Operator shall cure any defaults within thirty (30) days of receipt of a  
4 written notice by the County to remedy any and all defaults. In the event that any default is of  
5 such a nature that the same cannot reasonably be cured within the thirty (30) day period  
6 described above, then the cure period shall be extended by such further reasonable period (not  
7 to exceed an additional 90 days) so long as Operator commences the cure within the thirty (30)  
8 day period described above and thereafter diligently prosecutes the cure to completion. In the  
9 event that Operator's fails to cure the noticed default, County shall have the right to terminate  
10 this Agreement and retake possession of the FF&E by providing Operator thirty (30) days'  
11 notice of its intent to terminate. County shall also retain all rights to seek any and all remedies  
12 at law or in equity available in the event Operator is in default. Upon the giving of notice of  
13 termination, all Operator's rights in the Center and improvements shall terminate. Promptly  
14 after notice of termination, Operator shall surrender and vacate the Center and all  
15 improvements in good and clean condition.

16 20. TERMINATION:

17 (a) County's Right to Terminate.

18 1) County may terminate this Agreement for any reason by giving  
19 one hundred eighty (180) days written notice to Operator.

20 2) Upon such termination, Operator must surrender the FF&E.

21 (b) Operator's Right to Terminate.

22 1) Operator may terminate this Agreement at any time and for any  
23 reason by giving written notice to County at least one hundred eighty (180) days prior to the  
24 effective date of such termination. Upon such termination, Operator must surrender the FF&E  
25 in good and clean condition with reasonable wear and tear expected.

26 21. NOTICES: All notices, requests, demands, waivers, consents and other  
27 communications herein provided to be given, or which may be given by either party to the  
28 other, shall be deemed to have been fully given when made in writing and transmitted by

1 electronic mail, hand-delivered, sent by certified mail, or deposited in the United States mail,  
2 postage prepaid and addressed as follows:

3 If to County:

4 County of Riverside  
5 Economic Development Agency  
6 Real Estate Division  
7 Attn: Deputy Director of Real Estate  
8 3403 10<sup>th</sup> Street, Suite 400  
9 Riverside, CA 92501

10 If to Operator:

11 San Jacinto Mountain Community Center  
12 DBA Idyllwild Community Center  
13 Attn: Janice Lyle  
14 P.O. Box 1770  
15 Idyllwild, CA 92549

16 22. SEVERABILITY: Each section and provision of this Agreement is severable  
17 from each other provision. In the event that any one or more of the provisions contained in this  
18 Agreement shall be determined to be invalid, illegal or unenforceable in any respect, the  
19 validity, legality, and enforceability of the remaining provisions contained in this Agreement  
20 shall not in any way be affected or impaired thereby. To the extent permitted by applicable law,  
21 each party to this Agreement waives any provision of law that renders any provision of this  
22 Agreement invalid, illegal, or unenforceable in any respect. In the event any provision of this  
23 Agreement shall be held invalid, illegal, or unenforceable, the parties shall use all reasonable  
24 efforts to substitute a valid, legal, and enforceable provision that implements the purposes and  
25 intent of this Agreement.

26 23. WAIVER: Failure by a Party to insist upon the strict performance of any of the  
27 provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights  
28 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.

29 24. GOVERNING LAW; JURISDICTION: This Agreement shall be governed and  
30 construed in accordance with the laws of the State of California. The County and Operator  
agree that the Agreement has been entered into in Riverside County, California, and that if any

1 action or proceeding is commenced to enforce or interpret this Agreement, venue shall be filed  
2 in the Superior Court for the State of California, in Riverside, California.

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

8 26. AMENDMENT: This Agreement shall not be modified or amended without the  
9 written consent of both Operator and the County incorporated in a written amendment to the  
10 Agreement.

11 27. BINDING ON SUCCESSORS: The terms and conditions herein contained shall  
12 apply to and bind the heirs, successors in interest, executors, administrators, representatives,  
13 and assigns of all the parties hereto.

14 28. AUTHORITY TO EXECUTE: The persons executing this Agreement or  
15 exhibits attached hereto on behalf of the Parties to this Agreement hereby warrant and  
16 represent that they have the authority to bind the respective Parties to this Agreement to the  
17 performance of its obligations herein.

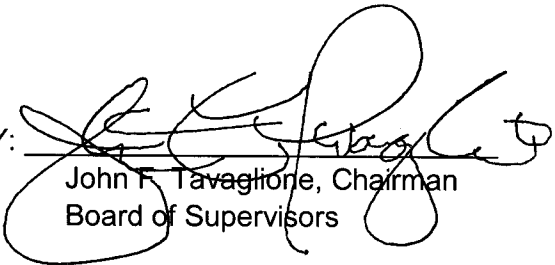
18 29. ENTIRE AGREEMENT: This Agreement and those documents incorporated  
19 herein by reference or attached: (i) constitutes the entire Agreement, supersedes all other prior  
20 Agreements and understandings, both written and oral, among the Parties, or any of them, with  
21 respect to the subject matter of this Agreement; (ii) is not intended to confer upon any person  
22 other than the Parties to this Agreement any rights or remedies under this Agreement.

23 Signature Provisions on Following Page  
24  
25  
26  
27  
28

1 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be as of  
2 the date written.

3  
4 **COUNTY:**  
5 COUNTY OF RIVERSIDE, a political  
6 subdivision of the State of California

**LICENSEE & OPERATOR:**  
San Jacinto Mountain Community  
Center Inc, DBA Idyllwild  
Community Center a 501 (c)(3)  
Corporation

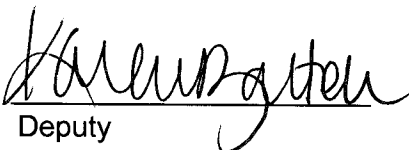
7  
8 BY:   
9 John F. Tavaglione, Chairman  
Board of Supervisors

By:   
Janice Lyle, President

10  
11 DATED: APR 11 2017

DATED: 3/4/17

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

16 BY:   
17 Deputy

18  
19 **APPROVED AS TO FORM:**  
20 Gregory P. Priamos  
21 County Counsel

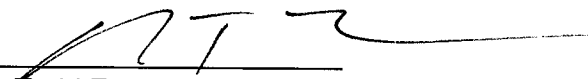
22 BY:   
23 R. Todd Frahm  
24 Deputy County Counsel

EXHIBIT "A"  
CENTER SITE MAP



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EXHIBIT "B"  
SCOPE OF OPERATIONS – COMMUNITY PROGRAMS AND SERVICES  
FOR IDYLLWILD COMMUNITY CENTER

1. Parks and Recreation Services including physical fitness programs, sports, exercise, dancing, painting, theater, etc. for adults and seniors.
2. Youth Services Programs, including youth sports and recreation, summer youth programs, afterschool programs, tutoring/homework help, and youth leadership programming.
3. General community programs that offer access to information about nutrition, health services, dental services, cultural programs, safety programs, etc. in the mountain communities.



## EXHIBIT "C"

SCHEDULE OF OPERATOR'S REIMBURSEMENT FUND  
FOR IDYLLWILD COMMUNITY CENTER

Fiscal Year	Dates	Funds Allocated
2016/2017 (Partial Year)	January 3, 2017 – June 30, 2017	\$90,000*
2017/2018	July 1, 2017 – June 30, 2018	\$180,000
2018/2019	July 1, 2018 – June 30, 2019	\$180,000
2019/2020	July 1, 2019 – June 30, 2020	\$180,000

\* Indicates that County will reimburse itself for any and all operating costs for the Center incurred between January 3, 2017 and March 30, 2017.

EXHIBIT "D"  
EXISTING FURNITURE, FIXTURES AND EQUIPMENT  
OWNED BY COUNTY

Quantity	Item	Notes
75	Folding chairs w/ rack	Stored in the auditorium
2	JBL MR Series speakers	auditorium
1	Rock Climber	Little Tikes Portable Play Equipment
1	Caterpillar tunnel	Little Tikes Portable Play Equipment
1	Slide	Little Tikes Portable Play Equipment
1	Seesaw	Little Tikes Portable Play Equipment
1	House	Little Tikes Portable Play Equipment
1	Play table	Little Tikes Portable Play Equipment
20	Outdoor folding picnic tables	
1	Newco coffee maker w/ 3 pots	outdoor kitchen
2	Percolating coffee pot	outdoor kitchen
1	Cambro rolling concession stand	outdoor kitchen
1	Mop bucket and mop	storage shed
1	Small spade shovel	storage shed
7	Snow shovels	storage shed
2	Leaf rakes	storage shed
2	Garden rakes	storage shed
4	Spade shovels	storage shed
2	Flat shovels	storage shed
2	Post hole diggers	storage shed
1	Floor scraper	storage shed
2	Garden loppers	storage shed
4	Push brooms	storage shed

1	2	Table vices	storage shed
2	3	Wheelbarrows	storage shed
3	1	Hitachi belt sander SB-75b	storage shed
4	2	Metal toolboxes	storage shed
5	1	Nut/bolt organizer	storage shed
6	5	Handsaws	storage shed
7	1	2' level	storage shed
8	4	Pairs of work gloves	storage shed
9	2	5' aluminum ladders	storage shed
10	3	Pairs of Nitrile coated gloves	storage shed
11	1	Stand up fluorescent work light	storage shed
12		Tonka trucks, balls, trikes, toys	storage shed
13	1	Fridgidaire FRR21IS6BQ0 refrigerator	
14			
15	1	Whirlpool ED27DQXDW01 refrigerator	
16	1	Premier Range-Oven	no model number found
17	1	Shoe cubby	
18	1	8' ladder	
19	1	"Weedeater" blower/vac BV2000LE	
20	1	Carvan instant canopy	
21	1	Kenmore microwave #56566401690	
22	1	Kenmore microwave #72160102000	
23	1	"Hot & Fresh" popcorn popper	
24	1	Amana 1st Edition refrigerator	
25		BM20TBW	
26	1	Grand piano	
27	1	Ping pong table	
28	1	5 level file cabinet	

1	19	Folding tables	
2	1	Stage spot light	
3	1	Sharp Aquos 65" flat screen TV	
4	1	Dynex 40" flat screen TV	
5		#DX40L260A12	
6	1	Electrolux Sanitaire Vacuum SC5845	
7			
8	1	Black, DVD storage cabinet	
9	1	Panasonic 6.0+ phone	landline
10	2	HP LE2201w computers #AV248AV	
11	1	Foosball table	
12	1	Round child's table	
13	4	Rectangular child's table	
14	1	U-shaped child's table	
15	5	Standard chairs	
16	6	Hard plastic adult chairs	
17	14	Hard plastic child's chairs	

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