

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



ITEM
13.4
(ID # 10266)

MEETING DATE:
Tuesday, July 23, 2019

FROM : Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK & OPEN SPACE DISTRICT: Approval of Facility Use Agreement
and Modified Special Event Procedures for Special Activities in County Park; All
Districts; (\$0) .

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the Facility Use Agreement for Special Activities; and
2. Approve the requested modified special event procedures; and
3. Authorize the General Manager to execute such facility use agreements on behalf of the Board; and
4. Direct the General Manager to file a report with the Board within 30 days after any special activity is conducted in a County park or facility.

ACTION: Policy

Scott Bangle, Director, General Manager / Park Director

6/27/2019

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: July 23, 2019
xc: Parks

Kecia R. Harper
Clerk of the Board
By:
Deputy

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

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: None			Budget Adjustment:	No
			For Fiscal Year:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On May 2, 1978 by Minute Order 6.16, the County Board of Supervisors approved the District's short-term facility use agreement and ordered that the Parks Director be authorized to execute such agreements in less than one month as required for the County.

On October 6, 1981, by Minute Order 6.9, the Board modified the May 1978 order by requiring prior Board review and conceptual approval for all proposed special events at County parks where a concessionaire promotes and operates the special event. The Parks Department was further ordered to submit an operations plan at least 60 days before each proposed event.

On December 21, 1993, by Minute order 8.3 (Exhibit B), the Board modified the October 1981 order by requiring prior Board approval only for temporary outdoor events at which five thousand (5,000) or more people may be expected to attend.

The District General Manager now requests the procedure be further modified as follows:

1. Prior Board approval will be required for concessionaire-promoted and operated events only for a major outdoor event; that is, a temporary outdoor event at which 5,000 or more people may be expected to attend at one time. The District typically hosts 2 – 4 events per year with this attendance rate.
2. In those cases where prior Board review and conceptual approval are required, a detailed operations plan will be included with the request for approval. This will negate the requirement to return to the Board at least 60 days before the proposed event.
3. The General Manager will execute all facility use agreements on behalf of the Board.

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

4. The General Manager shall submit a brief report to the Board no later than 30 days after the special event.

The Facility Use Agreement requires the concessionaire to obtain all licenses, permits, insurance, etc. required for the contemplated specific activity. It also requires the concessionaire to submit a Special Event Application Permit 120 days before the event which shall include the following: a statement of how the proposed event is compatible with use of the Riverside County Park facility(ies); a description of fees/charges and method of collecting these fees/charges by the concessionaire; listing of items for sale; estimated gross revenue; maximum attendance expected and proposed method for limiting attendance; parking arrangements; responsible individuals; and plans for fire, police and medical protection.

A sample of the Facility Use Agreement has been reviewed by the Office of the County Counsel and is attached as Exhibit A.

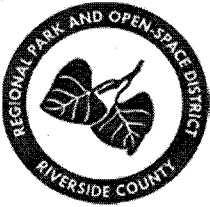
ATTACHMENTS

Exhibit A - Facility Use Agreement

Exhibit B- December 21, 1993, by Minute order 8.3


Rohini Dasika, Principal Management Analyst 7/15/2019


Gregory V. Priaplos, Director County Counsel 7/11/2019



FACILITY USE AGREEMENT

BETWEEN THE RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT
AND

(Name of Commercial or Non-Profit Entity)

AT

(District Operated Facility)

This Facility Use Agreement ("Agreement") is entered into on this _____ day of _____, 20____, by and between the Riverside County Regional Park & Open-Space District, a special district created pursuant to the California Public Resources Code Div.5, Ch.3, Art.3, ("DISTRICT") and _____, ("USER"), sometimes referred to as ("PARTIES").

(Legal Name and Capacity)

WHEREAS, The District manages and operates a variety of facilities within Riverside County for the purposes of recreation, entertainment, and community activities; and

WHEREAS, The DISTRICT desires to allow usage of facilities by other entities that provide a service or product beneficial to and requested by the citizens of the community; and

WHEREAS, this Agreement is intended for the sole purpose of outlining the terms by which USER will be allowed to use the DISTRICT operated Facility.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree to the terms and conditions of this Facility Use Agreement as follows:

1. **TERM** - This Agreement shall be in effect from

_____ to _____

USER shall not be allowed to occupy the location or otherwise begin the activity until USER has complied with all terms and conditions of this Agreement.

2. **CONSIDERATION** -

a. USER shall pay the DISTRICT a total of \$ _____ per _____

i. Or Amount Described in Exhibit "A" if box is checked.

- b. USER shall be responsible for all its costs and expenses related to the use of the facility under this Agreement.

3. SCOPE OF USE -

- a. Facility specific amenities, uses, and obligations are outlined in Exhibit "A"
- b. Use of facility under this Agreement is non-exclusive.
- c. PUBLICITY - The USER may circulate written publicity with prior approval from the DISTRICT.
- d. CONDITIONS and ARRANGEMENTS -
 - i. Course / Program content is responsibility of the USER. USER agrees to provide and promote a high-quality course / program and project a positive image for the DISTRICT.
 - ii. USER shall inspect Facility and report any problems to the DISTRICT facility manager immediately. USER must clean the area after use and leave the facility in the condition it was found.
 - iii. USER employees are not agents or employees of the DISTRICT and are not restricted to working solely for the USER.

4. NOTICES. The following contacts are hereby designated to be the principal contacts for their respective Parties:

DISTRICT:

USER:

Riverside County Regional Park
and Open-Space District
Attn: Guest Services
4600 Crestmore Road
Jurupa Valley, CA 92509

5. TERMINATION -

- a. USER agrees that failure at any time to comply with any term or condition of this Agreement shall give DISTRICT the unilateral right to immediately terminate this Agreement and prohibit USER's use of the location. If such termination occurs, DISTRICT reserves the right to retain any payments made by USER pursuant to this Agreement. DISTRICT retains the right to enter the location at any time and use the premises in the manner which is deemed by DISTRICT to be in the best interests of DISTRICT or the public.

- b. USER may terminate this Agreement without cause upon 14 days written notice served upon the DISTRICT stating the extent and effective date of termination.
 - i. All fees for use will be prorated and remain the responsibility of the USER
 - ii. Cancellation fees may apply based on terms in Exhibit "A"
6. PREVIOUS AGREEMENT - No previous agreements or understandings, in writing or otherwise, between the USER and the DISTRICT shall apply. Any changes to these terms must be in writing and signed by the DISTRICT authorized representative, General Manager, or his/her designee.
7. ASSIGNMENT OF AGREEMENT: Nothing contained in this Agreement shall be construed to permit assignment or transfer by USER of any rights under this Agreement without DISTRICT's prior written consent. Any such assignment or transfer is expressly prohibited and void if made without DISTRICT's prior written consent.
8. PARTICIPANT WAIVER – The USER shall ensure that all participants complete a waiver, previously approved by the DISTRICT, that shall indemnify and hold harmless the DISTRICT, the County of Riverside ("COUNTY"), their respective directors, officers, Board of Directors, Board of Supervisors, elected and appointed officials, employees, agents and representatives against any and all losses, expenses, claims, actions, liabilities, and judgments, which participant may sustain or suffer as a result of or arising out of user's participation in a program or event at a District managed facility.
9. INDEMNIFICATION: USER represents that it has inspected the premises, accepts the condition thereof and fully assumes any and all risks incidental to the use thereof by USER. DISTRICT shall not be liable to USER, its officers, agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the premises: provided, however, that such dangerous conditions are not caused by the sole negligence of DISTRICT, its officers, agents or employees.
 - a. USER shall indemnify and hold harmless the DISTRICT, the County of Riverside ("COUNTY"), their respective directors, officers, Board of Directors, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, related to or in any way connected with or arising from USER'S, its officers, employees, subcontractors, agents or representatives, use and responsibilities in connection therewith of the premises, the condition thereof or this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. USER 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 and COUNTY, their respective directors,

officers, Board of Directors, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

- b. With respect to any action or claim subject to indemnification herein by USER, USER 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 USER'S indemnification to DISTRICT as set forth herein.
- c. USER'S obligation hereunder shall be satisfied when USER has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.
- d. The specified insurance limits required in this Agreement shall in no way limit or circumscribe USER'S obligations to indemnify and hold harmless the DISTRICT herein from third party claims.

10. INSURANCE: Without limiting or diminishing the USER'S obligation to indemnify or hold the DISTRICT and COUNTY harmless, USER 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.

- a. **Workers' Compensation**: If the USER has employees as defined by the State of California, the USER 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 and County of Riverside.
- b. **Commercial General Liability**: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of USER'S performance of its obligations hereunder. Policy shall name the DISTRICT, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be 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.
- c. **Vehicle Liability**: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then USER 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, County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective

directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

d. General Insurance Provisions - All lines:

- i. 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.
- ii. The USER'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions 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 Country's Risk Manager, USER'S 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.
- iii. USER shall cause USER'S 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 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. USER 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 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- iv. It is understood and agreed to by the parties hereto that the USER'S 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.
- v. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); 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 required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by the USER has become inadequate.
- vi. USER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vii. USER 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.

11. COMPLIANCE WITH LAWS AND REGULATIONS. By executing this Agreement, the USER hereby certifies that it will adhere to and comply with all federal, state and local laws, regulations and ordinances.

12. TOXIC MATERIAL. During the term of this Agreement, USER shall not violate any federal, state, or local law, ordinance, or regulation, relating to industrial hygiene or to the environmental condition of including, but not limited to, soil and ground water conditions. Further, USER shall not use, generate, manufacture, produce, store or dispose of on, under or about the District Operated Facility or transport to or from the District Operated Facility, any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous material"). For the purpose of this Agreement, hazardous materials shall include, but not limited to, substances defined as "hazardous substances", or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health and Safety; and in the regulations adopted in publications promulgated pursuant to said laws.

13. SIGNS. USER shall not erect, maintain, or display any signs or other forms of advertising upon any DISTRICT property without first obtaining the written approval of DISTRICT.

14. RESERVATION OF RIGHT. DISTRICT reserves the right for any of its duly authorized representatives to examine the facilities at any time.
15. INDEPENDENT CONTRACTOR. USER and its agents, servants and employees shall act at all times in an independent capacity during the term of this Agreement, and shall not act as, shall not be, nor shall they in any matter be construed to be agents, officers, or employees of DISTRICT.
16. SEVERABILITY: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.
17. JURISDICTION AND VENUE: This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the court of competent jurisdiction located in Riverside County.
18. WAIVER OF PERFORMANCE. No waiver by DISTRICT at any time of any of the terms and conditions of this Agreement shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.
19. APPROVAL. This Agreement shall not be binding or consummated until it is approved by the Board of Directors of the DISTRICT or its authorized delegate.
20. 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 execute this Agreement and warrant and represent that they have the authority to bind the respective parties to this Agreement to the performance of its obligations hereunder.
21. INCORPORATION OF RECITALS AND EXHIBITS. The recitals and attached exhibits are incorporated by reference into this Agreement.
22. ENTIRE AGREEMENT. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous licenses, agreements, and understandings, oral or written, in connection therewith. The Agreement may be changed or modified only upon the written consent of the parties hereto.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Facility Use Agreement on the date as indicated adjacent to each Party's signature.

RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT

Signature

Date: _____

Print Name

Title

Legal Name and Capacity of User Group

Signature

Date: _____

Print Name

Title

FACILITY USE AGREEMENT

Exhibit A

(Location of Event) Recreation Area

Attachments:

Attachment 1 – Scope of Use

Attachment 2 – Facility Site Map

Attachment 3 – Cost Summary

Attachment 4 – Event Application

Attachment 5 – Proof of Insurance

Attachment 1 – Scope of Use

Lake Skinner Recreation Area

Type of Use: Exclusive (Full Park Closure) Partial Use (Specific Areas Described Below)

Park Amenities / Areas Included for use:

- RV Campsites
- Day Use Area 1
- Amphitheater
- Boat Launch 1
- Developed Group Camping
- Day Use Area 2
- RivCoParks Command Center
- Boat Launch 2
- Overflow Camping
- "Field of Dreams"
- Special Event Parking
- Splash Pad

Scope of Use:

Event Description:

Event Name: _____

Event Hosted By: _____

Event Dates and Times: _____

Set up and tear down dates and times: _____

General Public Access: _____

Specific Area Uses: _____

Estimated Attendance: _____

Additional Event Information:

Any additional equipment, activities, or use of District facility not specifically accounted for in this agreement are subject to District approval and requires authorization by the Supervising Ranger, Area Manager, or Site Supervisor. The District, at the sole discretion of the Supervising Ranger, Area Manager, or Site Supervisor, maintains the right to immediately disallow any activity or use of District facility if it is deemed hazardous to participants or destructive to the facility. District staff will coordinate with User representatives to accommodate activities and facility use whenever possible

Payment Information and Schedule:

Per Cost Summary (Attachment 3) User shall pay a total of \$ _____ for the use of the facility. Additional fees may be added for any changes to the scope or use of facility.

Deposit of \$ _____ was received on _____ by the District.

Special Event Application Fee of \$ _____ was received on _____ by the District.

Security / Damage Deposit:

User shall also pay a Security / Damage Deposit in the amount of:

\$ _____, due no later than _____.

This amount shall be fully refundable if all conditions of this agreement are met and if there are no actual damages caused by the event or event participants. Security Deposit shall be refunded within 60 days of event. Penalties shall be as follows:

Damages: Actual Cost of Repairs.

Site Clean Up: Cost of staff time

Failure to meet requirements of Agreement: (Fill in specifics and \$'s)

Other Agency Signoff Requirements:

User is responsible to contact the agencies listed below and obtain any required permits or authorizations related to the User's Event. User must provide written authorization or waiver from each agency to District prior to final approval of Event.

- | | | | |
|--|-----------------------------------|--|--|
| <input type="checkbox"/> Fire Marshall | <input type="checkbox"/> Sherriff | <input type="checkbox"/> Env. Health | <input type="checkbox"/> County Planning |
| <input type="checkbox"/> ABC | <input type="checkbox"/> CHP | <input type="checkbox"/> County Safety | <input type="checkbox"/> MWD |

Facility Site Use:

(Describe specific use of each area of park to be used)

User Responsibilities:

Sound / Amplification:

There shall be absolutely no amplified music during quiet hours of 10:00pm to 6:00am each day.

Alcohol and Tobacco:

User may serve, but not sell alcoholic beverages to event participants.

Concessionaire is responsible for contacting the CA Department of Alcoholic Beverage Control (ABC) and shall apply for and obtain any necessary permits required to sell alcohol.

ABC Permit is due to District minimum of 30 days prior to event. (____/____/____)

Smoking is not permitted within 100 feet of any enclosed structure (i.e. kiosk, restrooms).

Traffic Control / Parking:

User is required to provide all guests with an event pass for each day of the event to facilitate check-in at the park kiosk (Template available from District). A copy of this pass must be submitted to the Special Events Department 2 weeks prior to the event (____/____/____). Each event participant is required to have pass displayed on their dashboard. Participants without a pass will be charged entry fee of \$6.00 per adult and \$3.00 per child (kids under the age of 2 are free) at the kiosk.

User is required to assign staff and guest parking areas. User is required to assign staff to direct flow of traffic at multiple locations along route as needed to maintain safe and effective movement of vehicles during the event.

Waste Management (Trash and Recycling):

User is responsible for all waste created during the course of the event. User must provide trash and recycling dumpsters for disposal of waste from event which must be emptied and removed by the day following the event.

Waste company contract must be provided to District a minimum of 30 days prior to event (____/____/____) and include drop off and pick up times and dates.

User must provide trash and recycling receptacles throughout the event area and transfer all waste to dumpsters nightly.

User will pay for any trash left to be picked-up by RivCoParks staff (documentation of amounts and hours will be provided to the user).

Restrooms / Showers / Portables:

User is required to provide additional portable restrooms at a ratio of 1 per every 100 in anticipated attendance.

Portables company contract must be provided to District a minimum of 30 days prior to event (____/____/____) and include drop off and pick up times and dates.

Due to the size of the event and limitations of the sewer system at the park, the restrooms at the facility must be closed during the event.

Security / Staffing / First Aid:

User is responsible for providing security for items left overnight prior to the event and after the event. RivCo parks is not responsible for any items left overnight or during the event.

User is responsible to provide security staff during the event.

User is required to have first aid / first response stations throughout the event area.

User must submit security and first aid plan to District minimum of 30 days prior to event (____/____/____) and include any contracts for service.

Vendors:

User is responsible for making sure all outside vendors have the appropriate business licenses, health permits, and insurance. List of vendors and all copy of all documents must be submitted to District minimum of 30 days prior to the event (____/____/____). Vendors who do not provide the appropriate licenses and permits will not be allowed to participate in the event.

Pre and Post Site Walk Thru:

User shall participate in a pre-event walk through on _____ with District staff.

User shall participate in a post-event walk through on _____ with District staff.

User is required to participate in a County Safety Inspection that will be scheduled by the District. User will respond to any safety items identified by the County safety Inspector in a timely manner.

Failure to address safety issues will result in penalties up to and including event cancellation, temporary shutdown of event activity, and/or financial penalties for non-compliance.

Standard Park Rules and Regulations:

User shall ensure compliance with all park rules and regulations during the event.

- No Swimming in Lake - Lake Skinner is a NO BODY CONTACT Lake
- Proper bathing attire is required at the splash pad
- No glass containers allowed at the splash pad
- Bicycle riders must wear helmet
- Build fires only in safe, personal stoves in grill/fire rings provided
- No "kiddie pools", water balloons, slip'n'slides, or other water toys
- No ground fires allowed
- No more than 6 occupants per campsite
- No fireworks
- No firearms
- Do not remove, deface, or disturb any part of the park features or wildlife
- Do not gather firewood in the park
- Do not attach anything to trees
- Pets must be kept on controlled leashes (Maximum leash length – 6 feet)
- Do not leave pet unattended
- Clean up promptly after pet



REGIONAL PARK AND OPEN-SPACE DISTRICT BOARD SUBMISSION
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
November 23, 1993



FROM: General Manager

SUBJECT: SPECIAL ACTIVITIES IN COUNTY PARKS

RECOMMENDED MOTION: That the Board of Directors:

- 1) Approve the Concession Agreement for Special Activities;
- 2) Approve the requested modified special event procedures;
- 3) Authorize the General Manager to execute such concession agreements on the behalf of the Board; and
- 4) Direct the General Manager to file a report with the Board within 30 days after any special activity is conducted in a County park or facility.

INFORMATION: On May 2, 1978 by Minute Order 6.16, the County Board of Supervisors approved our short-term concession agreement and ordered that the Parks Director be authorized to execute such agreements less than one month as required for the County (Enclosure 1).

(continued)

FINANCIAL DATA: Not applicable.

CURRENT YEAR COST \$

NET COUNTY COST \$

ANNUAL COST \$

IN CURRENT YEAR BUDGET: YES/ NO/

BUDGET ADJUSTMENT: YES/ NO/ FOR FY:

SOURCE OF FUNDS:

C.A.O. RECOMMENDATION: **APPROVE.**

Administrative Officer Signature

Maurice Marshall

MINUTES OF THE REGIONAL PARK AND OPEN SPACE DISTRICT

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

Ayes: Buster, Dunlap, Cenicerros, Larson and Younglove
 Noes: None
 Absent: None
 Date: December 21, 1993
 by: Regional Park and Open Space District
 Deputy

Gerald A. Maloney
 Clerk of the Board

Prev. Agn. ref.

Dist. all

AGENDA

8.3

COUNTY COUNSEL

DEC 08 1993

Board of Directors
Subject: Special Activities in County Parks

November 23, 1993

Page 2

On October 6, 1981, by Minute Order 6.9, your Board modified the May 1978 order by requiring prior Board review and conceptual approval of all proposed special events at County parks where a concessionaire promotes and operates the special event. The Parks Department was further ordered to submit an operations plan at least 60 days before each proposed event (Enclosure 2).

The District General Manager requests that the procedure be further modified as follows:

1. Prior Board approval will be required for concessionaire-promoted and -operated events only for a major outdoor event; that is, a temporary outdoor event at which 5,000 or more people may be expected to attend at one time.
2. In those cases where prior Board review and conceptual approval are required, a detailed operations plan will be included with the request for approval. This will negate the requirement to return to the Board at least 60 days before the proposed event.
3. The General Manager will execute all concession agreements on behalf of the Board. All Concession Agreements for Special Activities will require County Counsel review and approval as to form.
4. The General Manager will always submit a brief report to the Board within 30 days after the special event.

The concession agreement insures that the concessionaire obtains all licenses, permits, insurance, etc. required for the contemplated specific activity. It also requires the concessionaire to submit a Special Event Application Permit 120 days before the event which includes the following: a statement why the proposed activity is compatible with use of the Riverside County Park facilities; a description of charges and method of collecting charges by the concessionaire; listing of items for sale; estimated gross receipts; maximum attendance expected and proposed method for limiting attendance; parking arrangements; responsible individuals; and plans for fire, police and medical protection.



Paul D. Romero, General Manager

PR/EWG

- Attachment:
1. Minute Order 6.16, May 2, 1978
 2. Minute Order 6.9, October 6, 1981
 3. Concession Agreement for Special Activities

c: Administrative Office
County Counsel
Auditor-Controller
c:\wpdocs\form1\spesvents.311