

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



ITEM: 13.2  
(ID # 12989)

**MEETING DATE:**

Tuesday, August 04, 2020

**FROM:** Regional Parks and Open Space District:

**SUBJECT:** REGIONAL PARK & OPEN-SPACE DISTRICT: Approval of Agreement By and Between the Riverside County Regional Park and Open-Space District and Jurupa Area Recreation and Park District for the Maintenance and Operation of Rancho Jurupa Regional Sports Park; CEQA Exempt; District 2 [\$0] Clerk to File Notice of Exemption

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 – Existing Facilities exemption and Section 15061(b)(3), "Common Sense" exemption;
2. Approve the Agreement By and Between the Riverside County Regional Park and Open-Space District and Jurupa Area Recreation and Park District for the Maintenance and Operation of Rancho Jurupa Regional Sports Park;
3. Authorize the Chairman of the Board to execute three (3) copies of the Agreement;
4. Authorize the General Manager to execute amendments to the Agreement, as approved by County Counsel, that make only ministerial changes and that do not change the intent or purpose of the Agreement or encumber additional funds;
5. Direct the Clerk of the Board to return three (3) copies of the executed Agreement to Riverside County Regional Park and Open-Space District; and
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board of Directors.

**ACTION: Consent**

  
Kyla R. Brown, General Manager 7/17/2020

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**MINUTES OF THE BOARD OF DIRECTORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: August 4, 2020  
xc: Parks

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<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>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS: None</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	20/21

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

**BACKGROUND:**

**Summary**

The Riverside County Regional Park & Open-Space District (RivCoParks) currently owns and operates the Rancho Jurupa Regional Sports Park ("Park"), opened in 2012, consisting of four synthetic turf fields, eleven grass turf fields, a playground, a snack bar, a maintenance shop, an office, eight shaded picnic areas, a parking lot, restrooms, and an open turf areas. The Park permits and plays host to the local AYSO youth soccer league activities, organized adult soccer leagues, local high school football and soccer activities, and several tournaments annually.

The benefit of the Park to the community and the organizations that utilize it is of the utmost importance to RivCoParks, and in an effort to best maintain and continue to provide this asset to the community, RivCoParks desires to transfer the operations and management of the Park to the Jurupa Area Recreation and Park District (JARPD). As the local provider of recreation services to the Jurupa Valley community, JARPD is better suited to operate this site to its full capacity and potential. Recreational funding available to JARPD will help to offset the subsidy required to operate this site that RivCoParks has incurred since the Park's opening in 2012. Additionally, JARPD is a recreation provider in the local community and can utilize the Park in conjunction with other sites they operate to enhance activities and programs available to the local residents.

**IMPACT ON CITIZEN AND BUSINESSES**

The transfer of the Park to the JARPD will allow JARPD to manage and utilize resources within the community for the operation of the Park. Additionally, fiscal resources previously utilized to subsidize operations at the Park may be reallocated to other RivCoParks sites according to the District's Strategic Plan.

**CEQA INFORMATION**

Rancho Jurupa Regional Sports Park is an existing facility that will continue to be operated as a park and sports complex under the agreement by JARPD.

**ATTACHMENTS**

Agreement By and Between the Riverside County Regional Park and Open-Space District and Jurupa Area Recreation and Park District for the Maintenance and Operation



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

of Rancho Jurupa Regional Sports Park  
Notice of Exemption

  
Douglas Cordonez Jr. 7/27/2020

  
Gregory F. Priamos, Director County Counsel 7/27/2020

## Notice of Exemption

## Appendix E

To: Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044

County Clerk

County of: Riverside

2724 Gateway Drive

Riverside, CA 92507

From: (Public Agency): \_\_\_\_\_  
Riverside County Regional Park & Open-Space District  
4600 Crestmore Road, Jurupa Valley, CA 92509

(Address)

Project Title: Rancho Jurupa Regional Sports Park Maintenance and Operation Agreement

Project Applicant: Riverside County Park and Open-Space District (RivCoParks)

Project Location - Specific:

5249 Crestmore Road, Jurupa Valley, CA 92509

Project Location - City: Jurupa Valley

Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:

Maintenance and Operation Agreement (Agreement) between RivCo Parks and the Jurupa Area Recreation and Park District (JARPD) for Rancho Jurupa Regional Sports Park (Park). The Park will be operated by JARPD in the same manner as RivCo Parks, and the project is CEQA exempt under the "Existing Facilities" exemption.

Name of Public Agency Approving Project: Riverside County Regional Park & Open Space District

Name of Person or Agency Carrying Out Project: Riverside County Regional Park & Open Space District

Exempt Status: (check one):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: 15301 Existing Facilities &
- ☐ Statutory Exemptions. State code number: 15061(b)(3) Common Sense

Reasons why project is exempt:

Rancho Jurupa Regional Sports Park is an existing facility that will continue to be operated as sports complex under the new maintenance and operation agreement by Jurupa Area Recreation and Park District. The Project will not result in any specific or general exception to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. No significant environmental impacts are anticipated to occur.

Lead Agency

Contact Person: Analicia Gomez Area Code/Telephone/Extension: 951-955-6998

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: [Signature] Date: 1/21/2020 Title: Senior Park Planner

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_

Original Negative Declaration/Notice of  
Determination was routed to County  
Clerks for posting on.

8/6/20  
Date

[Initials]  
Initial

Revised 2011

AUG 04 2020 13.2



1                                   **AGREEMENT BY AND BETWEEN**  
2   **THE RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT AND**  
3   **THE JURUPA AREA RECREATION AND PARK DISTRICT FOR THE**  
4   **MAINTENANCE AND OPERATION OF**  
5   **RANCHO JURUPA REGIONAL SPORTS PARK**

6       **THIS AGREEMENT** ("Agreement") is entered into on this 4<sup>th</sup> day of August,  
7   2020, by and between the Riverside County Regional Park and Open-Space District, a park and  
8   open-space district created pursuant to the California Public Resources Code, Division 5,  
9   Chapter 3, Article 3 (hereinafter referred to as "RivCoParks") and the Jurupa Area Recreation  
10   and Park District, a special district (hereinafter referred to as "JARPD").

11                                   **W I T N E S S E T H**

12       **WHEREAS**, RivCoParks owns real property identified as Assessor's Parcel Numbers  
13   181-400-005, 181-190-017, 181-190-014, 181-190-015, and 181-190-019, and more commonly  
14   identified as Rancho Jurupa Regional Sports Park, 5249 Crestmore Road, Jurupa Valley,  
15   California 92509 ("PROPERTY") as depicted in Exhibit A, attached hereto and by this reference  
16   incorporated herein; and

17       **WHEREAS**, PROPERTY contains a park and recreation facility comprised of four (4)  
18   synthetic turf fields, eleven (11) grass turf fields, a playground, a snack bar, a maintenance shop,  
19   an office, eight (8) shaded picnic areas, a parking lot, restrooms, and open turf areas  
20   (collectively, the "PARK"); and

21       **WHEREAS**, the County of Riverside Redevelopment Agency constructed the PARK to  
22   meet the recreational needs of the community in 2012; and

23       **WHEREAS**, RivCoParks now owns the PROPERTY and the improvements constructed  
24   on the PROPERTY; and

25       **WHEREAS**, RivCoParks desires to ensure that the PARK continues to be used in the  
26   manner set forth at the time of development and to benefit, improve and enhance the health,  
27   welfare, and safety of the community and its residents; and

28       **WHEREAS**, JARPD has the expertise and ability to maintain and operate the  
PROPERTY and PARK in the manner set forth at the time of the development; and

**WHEREAS**, RivCoParks and JARPD agree that the operation and maintenance of the

1 PROPERTY and PARK can be best accomplished by JARPD from this time forward by entering  
2 into this Agreement; and

3 **NOW, THEREFORE,** in consideration of the preceding promises and the mutual  
4 covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

5 **SECTION 1. Purpose of the Agreement.** The purpose of this Agreement is to outline  
6 the terms and conditions by which JARPD will perform operations and maintenance of the  
7 PROPERTY and PARK.

8 **SECTION 2. Location of the PARK.** The PARK is located on the PROPERTY at 5249  
9 Crestmore Rd. Jurupa Valley, CA 92509.

10 **SECTION 3. Effective Date.** The "Effective Date" of this Agreement is the date the  
11 parties sign the Agreement. If the parties sign the Agreement on different dates, then the last date  
12 the Agreement is signed by a party shall be the Effective Date.

13 **SECTION 4. Term of Agreement.** This term of this Agreement shall commence on a  
14 date mutually agreed upon in writing by RivCoParks and JARPD, but in no event later than  
15 December 31, 2020, ("Commencement Date") and shall continue in full force and effect for a  
16 period of twenty (20) years ("Term") unless an amendment extending the Term is issued and  
17 signed by both RivCoParks and JARPD, or until such time the PROPERTY and improvements  
18 thereon are conveyed to the JARPD, if conveyed at all. If RivCoParks and JARPD do not  
19 mutually agree upon the Commencement Date by December 31, 2020, the Commencement Date  
20 of this Agreement shall be January 1, 2021.

21 **SECTION 5. Consideration.** RivCoParks shall receive maintenance and operations  
22 services for the PROPERTY and PARK from JARPD. JARPD, in return for full responsibility of  
23 maintaining and operating the PROPERTY and PARK, may keep all revenues generated from  
24 the services and operations of the PARK as described in Section 7(A) herein.

25 **SECTION 6. RivCoParks Obligations.** RivCoParks shall allow JARPD to enter upon  
26 and use the PROPERTY and PARK for the purposes, and upon the terms and conditions, set  
27 forth in this Agreement. RivCoParks shall also provide, at no cost to JARPD, prompt reviews  
28 and approvals, as appropriate and in RivCoParks' sole discretion, of development plans and



1 related documents by JARPD, and cooperate in timely processing of JARPD's requests related to  
2 management of the PROPERTY and PARK.

3 **SECTION 7. JARPD Obligations.** Effective as of the Commencement Date, JARPD  
4 agrees to operate and maintain the PROPERTY and PARK, as set forth in this Agreement, and to  
5 keep them in good condition and repair. Operation and maintenance of the PROPERTY and  
6 PARK will be at the sole cost and expense of JARPD and includes, but is not limited to, normal  
7 wear and tear repair and damage repair.

8 A. Services and Operation. JARPD shall provide services and programs to  
9 the public at the PARK. All services, programs, and operations at the PARK will be managed by  
10 JARPD and any and all fees or revenue collected for the services, programs, and operations shall  
11 be retained by JARPD. All fees, charges and prices for services at the PARK shall be set by  
12 JARPD and shall be comparable to those fees at other parks operated by JARPD.

13 Services and programs may include, but are not limited to, youth and adult soccer,  
14 football, lacrosse, or other turf activities, and coordinated concessions. JARPD shall submit a  
15 standard list of services and programs to RivCoParks for approval within thirty (30) days of the  
16 Commencement Date. Subsequently, JARPD may provide additional services and programs as  
17 long as RivCoParks' written approval is obtained prior to beginning them. RivCoParks approval  
18 of said programs and services shall not be unreasonably withheld, conditioned, or delayed.

19 To the extent allowable by law, JARPD shall operate the PARK on days and at  
20 hours consistent with other parks operated by JARPD. No games shall continue after 11:00 p.m.  
21 on any night of the week. To the extent allowable by law, JARPD shall have the right to use and  
22 occupy the PROPERTY to perform maintenance and repair services and to operate the PARK as  
23 provided herein without the further consent or approval of RivCoParks except as otherwise  
24 expressly stated in this Agreement. JARPD agrees to use the PROPERTY continuously during  
25 the Term of the Agreement for the purpose of operating and maintaining the PROPERTY and  
26 PARK as set forth herein.

27 In the event any damage or injury to the PROPERTY or PARK is caused by  
28 JARPD, its officers, employees, clients, agents, guests, invitees, subcontractors or independent

1 contractors, JARPD shall, at its sole cost and expense, make all necessary repairs to restore the  
2 PROPERTY or PARK.

3 B. Water and Irrigation. JARPD shall provide all water necessary for  
4 irrigation of the grass, plants, and landscaping on the PROPERTY. Irrigation shall be  
5 accomplished on a scheduled basis with such frequency and quantity as to promote healthy  
6 growth. This shall be accomplished by adjusting irrigation frequency as necessary, based on  
7 changes in rainfall and temperature. Any repairs to the irrigation systems and all accessories,  
8 including sprinkler heads, risers and pumps, shall be performed by JARPD on a timely basis.

9 C. Trees, Shrubs and Vines. All plant material, including trees, shrubs, vines,  
10 bushes, and other similar landscaping, shall be pruned, thinned and trimmed on a regular basis to  
11 maintain a neat appearance and to promote optimum health and growth. Tree maintenance shall  
12 include, but not be limited to, pruning of low hanging branches and sucker growth from trees to  
13 promote healthy growth. Damaged or dying plant material shall be replaced by JARPD in a  
14 timely manner.

15 D. Ground Cover, Turf and Flower Beds. Maintenance of ground cover, turf,  
16 and flower beds shall consist of trimming ground cover where needed around trees, turf and  
17 shrubs. Beds are to be weeded and cleaned of leaves and debris on a regular basis to maintain a  
18 neat and clean appearance. Grass shall be mowed and edged to its local confines, including  
19 around all trees, sprinklers, fences, and lighting fixtures. After mowing and edging, the grass  
20 clippings shall be removed from the sidewalks, driveways and curbs.

21 E. Hardscape Areas. All walkways, driveways, parking areas, decomposed  
22 granite trails, and concrete areas shall be cleaned of litter, debris, and weeds on a weekly basis.

23 F. Fertilizer. Fertilizer shall be applied on all areas twice a year to maintain  
24 healthy growth. Application should be determined based on the time of year, soil and plant type  
25 and condition of plant material.

26 G. Pest Control. All insects, disease, fungi and other pests on trees, shrubs,  
27 groundcover and lawns shall be properly managed before severe damage is caused.

28 H. Replacement of Light Bulbs. All light bulbs and lighting fixtures shall be



1 promptly repaired or replaced, as necessary, including those located on all structures and  
2 monuments.

3 I. Materials, Supplies and Equipment. JARPD shall furnish all materials,  
4 supplies, equipment (except that specific equipment listed on Exhibit B and included by  
5 RivCoParks as part of this Agreement), and labor for the operations and services set forth in this  
6 Agreement.

7 J. Building Facade and Parking Lot. Graffiti, weeds and damaged areas  
8 shall be promptly repaired or removed from all surfaces, including but not limited to, building  
9 facades, walls, and parking lots.

10 K. Storm Water Pollution Prevention. JARPD shall implement Best  
11 Management Practices and meet all laws and regulations as they relate to storm water pollution  
12 prevention.

13 L. On-Site Improvements. Any alterations, improvements or installation of  
14 fixtures to be undertaken by JARPD shall have the prior written consent of RivCoParks after  
15 JARPD has submitted proposed plans for such alterations, improvements or fixtures to  
16 RivCoParks in writing. At the expiration or earlier termination of this Agreement, all alterations  
17 and improvements to be made, and fixtures installed, or caused to be made and installed, by  
18 JARPD shall become the property of RivCoParks, with the exception of trade fixtures, as such  
19 term is used in Section 1019 of the California Civil Code. At or prior to the expiration of this  
20 Agreement, JARPD may remove such trade fixtures; provided, however, that such removal does  
21 not cause injury or damage to the PROPERTY or PARK, or in the event it does, JARPD shall  
22 restore the PROPERTY or PARK to their original shape and condition as nearly as practicable.  
23 In the event such trade fixtures are not removed, RivCoParks may, at its election, either: (1)  
24 remove and store such fixtures and restore the premises for the account of JARPD, and in such  
25 event, JARPD shall within thirty (30) days after billing and accounting therefore reimburse  
26 RivCoParks for the costs so incurred, or (2) take and hold such fixtures as its sole property.

27 M. Non-Discrimination. JARPD shall not discriminate in the provision of  
28 services, allocation of benefits, accommodation in facilities, or employment of personnel on the

1 basis of ethnic group identification, race, religious creed, color, national origin, ancestry,  
2 physical handicap, medical condition, marital status or sex in the performance of this Agreement;  
3 and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of  
4 the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil  
5 Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210  
6 et seq.) and all other applicable laws or regulations.

7 N. Free From Liens. JARPD shall pay, when due, all sums of money that  
8 may become due for any labor, services, material, supplies, or equipment, alleged to have been  
9 furnished or to be furnished to JARPD, in, upon, or about the PROPERTY or PARK, and which  
10 may be secured by a mechanics', materialman's or other lien against the PROPERTY or PARK  
11 or RivCoParks's interest therein, and will cause each such lien to be fully discharged and  
12 released at the time the performance of any obligation secured by such lien matures or becomes  
13 due; provided, however, that if JARPD desires to contest any such lien, it may do so, but  
14 notwithstanding any such contest, if such lien shall be reduced to final enforcement thereof is not  
15 promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, JARPD  
16 shall forthwith pay and discharge said judgment.

17 **SECTION 8. Maintenance of the PROPERTY.** JARPD shall, at its sole cost and  
18 expense, maintain, or cause to be maintained, the PROPERTY, including, but not limited  
19 to, the parking lot, the landscaping, and the mechanical, electrical, plumbing, and all operating  
20 systems of the PROPERTY, in good condition and repair and in accordance with all applicable  
21 laws, including, without limitation, such ordinances, laws, regulations, and rules that may be  
22 applicable to the PROPERTY and binding upon RivCoParks.

23 **SECTION 9. Potential Future Conveyance.** Any potential future conveyance  
24 agreement and deed granting the PROPERTY and improvements thereon to JARPD shall include  
25 a restriction or covenant running with the land stating that JARPD and its successors and assigns  
26 shall use the PROPERTY for the sole purpose of a park and recreation facility, reserving to  
27 RivCoParks the power of termination in the PROPERTY and the improvements thereon, which  
28 shall be enforceable in the event the PROPERTY is no longer solely used as a park and



1 recreation facility, unless such alternate uses are first approved in writing by RivCoParks Board  
2 of Directors.

3 **SECTION 10. RivCoParks Staff Inspections.** RivCoParks staff shall have the right to  
4 visit and inspect the operations and condition of the PROPERTY and PARK during normal  
5 business hours to confirm compliance with this Agreement.

6 **SECTION 11. Default/Termination.**

7 A. JARPD shall be in default if the PROPERTY or PARK is used for any  
8 purpose other than that authorized in this Agreement, fails to operate, repair, or maintain the  
9 PROPERTY or PARK or the improvements thereon in the manner provided for in this  
10 Agreement, fails to comply with or perform any other covenant, condition, provision or  
11 restriction provided for in this Agreement, abandons the PROPERTY, allows the PROPERTY or  
12 the improvements thereon to be attached, levied upon, or seized under legal process, or, if  
13 JARPD files or commits an act of bankruptcy, has a receiver or liquidator appointed to take  
14 possession of the PROPERTY or PARK, or commits or permits waste on the PROPERTY (each  
15 of which shall be considered a "Default"), then JARPD shall be deemed in default under the  
16 terms of this Agreement.

17 B. In the case of Default, RivCoParks shall provide a thirty (30) day written  
18 notice to JARPD to remedy any and all defaults. Upon the failure of JARPD to promptly remedy  
19 such Default, RivCoParks shall have the right to terminate this Agreement and retake possession  
20 of the PROPERTY and PARK together with all additions, alterations, and improvements thereto.  
21 RivCoParks shall also retain all rights to seek any and all remedies at law or in equity.

22 C. Notwithstanding the provisions of Default, RivCoParks shall have the right  
23 to immediately terminate this Agreement for the following:

24 1. In the event a petition is filled for voluntary or involuntary  
25 bankruptcy for the adjudication of JARPD as debtors.

26 2. In the event that JARPD makes a general assignment, or JARPD's  
27 interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

28 3. In the event of abandonment of the PROPERTY or PARK by

JARPD.

**SECTION 12. Compliance with Laws and Regulations.** By executing this Agreement, JARPD hereby agrees that it will adhere to and comply with all federal, state and local laws, regulations and ordinances.

**SECTION 13. Personnel.** JARPD represents that it has all personnel required to perform all of its obligations under this Agreement or will subcontract for necessary services in order to satisfy such obligations. JARPD personnel shall not be employed by, nor have any direct contractual relationship with RivCoParks. JARPD, its employees, personnel under direct contract with JARPD, or JARPD's subcontractors shall perform all services and obligations required hereunder. JARPD and its agents, servants, employees and subcontractors shall act at all times in an independent capacity during the term of this Agreement, and shall not act as, and shall not be, nor shall they in any manner be construed to be, agents, officers or employees of RivCoParks.

**SECTION 14. Amendments to the Agreement.** The RivCoParks General Manager/Parks Director or designee is authorized to approve and execute changes to the Agreement, as approved by County Counsel. Such changes shall be mutually agreed upon by written amendment to this Agreement signed by the parties hereto.

**SECTION 15. Ministerial Acts.** The RivCoParks General Manager/Parks Director or designee is authorized to administer this Agreement and to take such ministerial actions as may be necessary or appropriate to implement the terms, provisions, and conditions of this Agreement as it may be amended from time to time by the parties hereto.

**SECTION 16. Principal Contact Persons.** The following individuals are hereby designated to be the principal contact persons for their respective parties:

**RivCoParks:** Kyla Brown, General Manager/Parks Director  
Riverside County Regional Park and Open-Space District  
4600 Crestmore Rd.  
Jurupa Valley, CA 92509  
951-955-4398

**JARPD:** Colby Diuguid, General Manager  
Jurupa Area Recreation and Park District  
8621 Jurupa Rd.  
Jurupa Valley, CA 92509



1           **SECTION 17. Conflict of Interest.** No member, official or employee of RivCoParks or  
2 JARPD shall have any personal interest, direct or indirect, in this Agreement nor shall any such  
3 member, official or employee participate in any decision relating to this Agreement which affects  
4 his or her personal interests or the interests of any corporation, partnership, entity, or association  
5 in which he or she is directly or indirectly interested.  
6

7           **SECTION 18. Interpretation and Governing Law.** This Agreement and any dispute  
8 arising hereunder shall be governed and interpreted in accordance with the laws of the State of  
9 California. This Agreement shall be construed as a whole according to its fair language and  
10 common meaning to achieve the objectives and purposes of the parties hereto, and the rule of  
11 construction to the effect that ambiguities are to be resolved against the drafting party shall not  
12 be employed in interpreting this Agreement, all parties having been represented by counsel, or  
13 having had the opportunity to consult with counsel, in the negotiation and preparation hereof.

14           **SECTION 19. No Third Party Beneficiaries.** This Agreement is made and entered  
15 into for the sole protection and benefit of the parties hereto. No other person or entity shall have  
16 any right of action based upon the provisions of this Agreement.

17           **SECTION 20. Assignment.** JARPD shall not delegate or assign any interest in this  
18 Agreement, whether by operation of law or otherwise, without the prior written consent of  
19 RivCoParks. Any attempt to delegate or assign any interest herein shall be deemed void and of  
20 no force or effect.

21           **SECTION 21. Indemnification.** JARPD represents that it has inspected the  
22 PROPERTY and PARK, accepts the condition thereof and fully assumes any and all risks  
23 incidental to the use thereof. RivCoParks shall not be liable to JARPD, its officers, agents,  
24 employees, subcontractors or independent contractors, or invitees for any personal injury or  
25 property damage suffered by them which may result from hidden, latent or other dangerous  
26 conditions in, on, upon or within the PROPERTY or PARK; provided, however, that such  
27 dangerous conditions are not caused by the sole negligence of RivCoParks, its officers, agents or  
28 employees.

JARPD shall indemnify and hold harmless RivCoParks, its respective directors, officers,

1 Board of Directors, elected and appointed officials, employees, agents and representatives from  
2 any liability whatsoever, based or asserted upon any act or omission of JARPD, its officers,  
3 employees, subcontractors, agents or representatives arising out of or in any way relating to this  
4 Agreement, including, but not limited to, property damage, bodily injury, death or any other  
5 element of any kind or nature whatsoever arising from the performance of JARPD, its officers,  
6 agents, employees, subcontractors, agents or representatives from this Agreement. JARPD shall  
7 defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of  
8 investigation, defense and settlements or awards, RivCoParks and its directors, officers, Board of  
9 Directors, elected and appointed officials, employees, agents and representatives, in any claim or  
10 action based upon such alleged acts or omissions.

11 With respect to any action or claim subject to indemnification herein by JARPD, JARPD  
12 shall, at their sole cost, have the right to use counsel of their own choice and shall have the right  
13 to adjust, settle, or compromise any such action or claim without the prior consent of  
14 RivCoParks; provided, however, that any such adjustment, settlement or compromise in no  
15 manner whatsoever limits or circumscribes JARPD's indemnification to RivCoParks as set forth  
16 herein.

17 JARPD's obligation hereunder shall be satisfied when JARPD has provided to  
18 RivCoParks the appropriate form of dismissal relieving RivCoParks from any liability for the  
19 action or claim involved.

20 The specified insurance limits required in this Agreement shall in no way limit or  
21 circumscribe JARPD's obligations to indemnify and hold harmless RivCoParks herein from third  
22 party claims.

23 In the event there is conflict between this clause and California Civil Code Section 2782,  
24 this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not  
25 relieve JARPD from indemnifying RivCoParks to the fullest extent allowed by law.

## 26 **SECTION 22. Insurance.**

27 Without limiting or diminishing JARPD'S obligation to indemnify, defend, or hold  
28 RivCoParks harmless, JARPD shall procure and maintain, or cause to be maintained, at its sole



1 cost and expense, the following insurance coverages during the term of this Agreement. As  
2 respects to the insurance section only, "RivCoParks" herein refers to the Riverside County  
3 Regional Park and Open-Space District and its directors, officers, Board of Directors, employees,  
4 elected or appointed officials, agents or representatives as Additional Insureds.

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

10           B.     Commercial General Liability: Commercial General Liability insurance  
11 coverage, including but not limited to, premises liability, unmodified contractual liability,  
12 products and completed operations liability, personal and advertising injury, and cross liability  
13 coverage, covering claims which may arise from or out of JARPD'S performance of its  
14 obligations hereunder. Policy shall name RivCoParks as Additional Insured. Policy's limit of  
15 liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance  
16 contains a general aggregate limit, it shall apply separately to this Agreement or be no less than  
17 two (2) times the occurrence limit.

18           C.     Vehicle Liability: If vehicles or mobile equipment are used in the  
19 performance of the obligations under this Agreement, then JARPD shall maintain liability  
20 insurance for all owned, non-owned or hired vehicles so used in an amount not less than  
21 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate  
22 limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence  
23 limit. Policy shall name RivCoParks as Additional Insureds.

24           D.     Property (Physical Damage): All-Risk personal property insurance  
25 coverage for the full replacement value of all JARPD's equipment, systems, structures and  
26 improvements/alterations, if any, (Care, Custody, and Control of JARPD) used on the  
27 PROPERTY, or used in any way connected with the accomplishment of the work or  
28 performance of the obligations under this Agreement.

1                   E.     General Insurance Provisions - All lines:

2                   i.     Any insurance carrier providing insurance coverage hereunder  
3 shall be admitted to the State of California unless waived, in writing, by RivCoParks Risk  
4 Manager. Carrier(s) shall have an A.M. BEST rating of not less than an A: VIII. Insurance  
5 deductibles or self-insured retentions must be declared by the carrier(s), and such deductibles and  
6 retentions shall have the prior written consent from RivCoParks Risk Manager.

7                   ii.    JARPD shall cause its insurance carrier(s) to furnish RivCoParks  
8 with either 1) a properly executed original Certificate(s) of Insurance and certified original  
9 copies of endorsements effecting coverage as required herein, or 2) if requested to do so in  
10 writing by RivCoParks Risk Manager, provide original certified copies of policies including all  
11 endorsements and all attachments thereto, showing such insurance is in full force and effect.  
12 Except on professional liability policy, RivCoParks and its directors and officers, Board of  
13 Directors, elected officials, employees, agents or representatives are named as Additional  
14 Insureds. Further, said certificates(s) and policies of insurance shall contain the covenant of the  
15 insurance carrier(s) that thirty (30) days written notice shall be given to RivCoParks prior to any  
16 material modification, cancellation, expiration or reduction in coverage of such insurance. In the  
17 event of a material modification, cancellation, expiration or reduction in coverage, this  
18 Agreement shall terminate forthwith, unless RivCoParks receives, prior to such effective date,  
19 another properly executed original Certificate of Insurance and original copies of endorsements  
20 or certified original policies, including all endorsements and attachments thereto evidencing  
21 coverage set forth herein and the insurance required herein is in full force and effect. **JARPD**  
22 **shall not commence operations under this Agreement until RivCoParks has been furnished**  
23 **original Certificate(s) of Insurance and certified original copies of endorsements or policies**  
24 **of insurance including all endorsements and any and all other attachments as required in**  
25 **this Section. The original endorsements for each policy and the Certificate of Insurance**  
26 **shall be signed by an individual authorized by the insurance carrier to do so, on its behalf.**

27                   iii.   It is understood and agreed to by the parties hereto and the  
28 insurance company(s) that the Certificate(s) of Insurance and policies shall so covenant and



1 shall, except on professional liability policy, be construed as primary, and RivCoParks'  
2 insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be  
3 construed as contributory.

4 iv. JARPD shall pass down the insurance obligations contained herein  
5 to all tiers of subcontractors working under this Agreement.

6 v. The insurance requirements contained in this Agreement may be  
7 met with a program(s) of self-insurance acceptable to RivCoParks.

8 **SECTION 23. Toxic Materials.** During the Term of this Agreement, JARPD shall not  
9 violate any federal, state, or local law, ordinance, or regulation, relating to industrial hygiene or  
10 to the environmental condition of including, but not limited to, soil and ground water conditions.  
11 Further, JARPD shall not use, generate, manufacture, produce, store or dispose of on, under or  
12 about the PROPERTY or PARK, or transport to or from the PROPERTY or PARK, any  
13 flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or  
14 related injurious materials, whether injurious by themselves or in combination with other  
15 materials (collectively, "Hazardous Materials"). For the purpose of this Agreement, Hazardous  
16 Materials shall include, but not be limited to, substances defined as "hazardous substances", or  
17 "toxic substances" in the Comprehensive Environmental Response Compensation and Liability  
18 Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials  
19 Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery  
20 Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in  
21 Section 25117 of the California Health and Safety Code or as "hazardous substances" in Section  
22 25316 of the California Health and Safety Code; and in the regulations adopted in publications  
23 promulgated pursuant to said laws. JARPD shall not be liable for mitigation of any toxic  
24 materials located on the PROPERTY or PARK prior to the Commencement Date of this  
25 Agreement.

26 **SECTION 24. Signs.** JARPD shall not erect, maintain, or display any signs or other  
27 forms of advertising upon any RivCoParks property without first obtaining the written approval  
28 of RivCoParks.

1       **SECTION 25. Independent Contractor.** JARPD and its agents, servants, employees  
2 and subcontractors shall act at all times in an independent capacity during the term of this  
3 Agreement, and shall not act as, and shall not be, nor shall they in any manner be construed to  
4 be, agents, officers or employees of RivCoParks, and further, JARPD, its agents, servants,  
5 employees and subcontractors, shall not in any manner incur or have the power to incur any debt,  
6 obligation, or liability against RivCoParks.

7       **SECTION 26. Jurisdiction and Venue.** Any action at law or in equity arising under  
8 this Agreement or brought by a party hereto for the purpose of enforcing, construing or  
9 determining the validity of any provision of this Agreement shall be filed in the courts of  
10 Riverside County, State of California, and the parties hereto waive all provisions of law  
11 providing for the filing, removal or change of venue to any other court or jurisdiction.

12       **SECTION 27. Severability.** Each paragraph and provision of this Agreement is  
13 severable from each other provision, and if any provision or part thereof is declared invalid, the  
14 remaining provisions shall remain in full force and effect.

15       **SECTION 28. Waiver.** Failure by a party to insist upon the strict performance of any  
16 of the provisions of this Agreement by the other party, or failure by a party to exercise its rights  
17 upon the default of the other party, shall not constitute a waiver of such party's right to insist and  
18 demand strict compliance by the other party with the terms of this Agreement thereafter.

19       **SECTION 29. Authority to Execute.** The persons executing this agreement or exhibits  
20 attached hereto on behalf of the parties to this Agreement hereby warrant and represent that they  
21 have the authority to execute this Agreement and warrant and represent that they have the  
22 authority to bind the respective parties to this Agreement to the performance of its obligations  
23 hereunder.

24       **SECTION 30. Entire Agreement.** It is expressly agreed that this Agreement embodies  
25 the entire agreement of the parties in relation to the subject matter hereof, and that no other  
26 agreement or understanding, verbal or otherwise, relative to this subject matter, exists between  
27 the parties at the time of execution.

28       **SECTION 31. Force Majeure.** If either party is unable to comply with any provision of



1 this Agreement due to causes beyond its reasonable control, and which could not have been  
2 reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts,  
3 such party shall not be held liable for such failure to comply.

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5 **[Signatures on the following pages]**  
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1           **IN WITNESS WHEREOF**, RivCoParks and JARPD have executed this Agreement as  
2 of the date written below.

3  
4 Date: August 4, 2020

**RIVCOPARKS**

Riverside County Regional Park and Open-Space District, a park and open-space district created pursuant to the California Public Resources Code, Division 5, Chapter 3, Article 3

9  
10 By:   
Chairman, Board of Directors

**ATTEST:**

Kecia R. Harper  
Clerk of the Board

14  
15 By:   
Deputy

16  
17 **APPROVED AS TO FORM:**  
Gregory P. Priamos, County Counsel

18 By:   
19 Thomas Oh, Deputy County Counsel

20  
21  
22 Date: \_\_\_\_\_, 2020

**JARPD**

Jurupa Area Recreation and Park District, a special district

24  
25 By:   
26 Name: Colby Diuguid  
27 Its: General Manager  
28



1       **IN WITNESS WHEREOF**, RivCoParks and JARPD have executed this Agreement as  
2 of the date written below.

3  
4  
5 Date: \_\_\_\_\_, 2020

**RIVCOPARKS**

Riverside County Regional Park and Open-  
Space District, a park and open-space district  
created pursuant to the California Public  
Resources Code, Division 5, Chapter 3,  
Article 3

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9  
10 By: \_\_\_\_\_  
Chairman, Board of Directors

11 **ATTEST:**

12 Kecia R. Harper  
13 Clerk of the Board

14  
15 By: \_\_\_\_\_  
16 Deputy

17 **APPROVED AS TO FORM:**  
18 Gregory P. Priamos, County Counsel

19 By: \_\_\_\_\_  
20 Thomas Oh, Deputy County Counsel

21  
22 Date: \_\_\_\_\_, 2020

**JARPD**

23 Jurupa Area Recreation and Park District, a  
24 special district

25 By:  \_\_\_\_\_  
26 Name: Colby Diuguid  
27 Its: General Manager  
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**“EXHIBIT A”**  
**Property Depiction**



“EXHIBIT B”

Materials, Supplies, and Equipment List

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