

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



ITEM: 13.1
(ID # 15203)

MEETING DATE:
Tuesday, June 08, 2021

FROM : Regional Parks and Open Space District:

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Consent to Assignment and Assumption Agreement of Lake Skinner Recreation Area and Rancho Jurupa Regional Park; Districts 2 and 3. [\$0]

RECOMMENDED MOTION: That the Board of Directors:

1. Consent to the Assignment and Assumption Agreement of Lake Skinner Recreation Area and Rancho Jurupa Regional Park between Pyramid Enterprises, Inc., d/b/a Rocky Mountain Recreation Company, and Advenco, LLC., d/b/a Rocky Mountain Recreation and authorize the Chair to execute it on behalf of Riverside County Regional Parks and Open-Space District.

ACTION:Policy


Kyla R. Brown, General Manager 5/13/2021

MINUTES OF THE BOARD OF DIRECTORS

On motion of Supervisor Washington, 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: June 8, 2021
xc: Parks

Kecia R. Harper
Clerk of the Board

By: 
Deputy



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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:	20/21

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Pyramid Enterprises, Inc., d/b/a Rocky Mountain Recreation Company, (Pyramid) has managed two sites for the Riverside County Regional Park and Open-Space District ("RivCoParks"). The camp store and marina facilities at the Lake Skinner Recreation Area (Lake Skinner) has been operated under a Sublease and Concession Agreement (Sublease) between RivCoParks and Pyramid since November 26, 2007 (M.O 13.1). On February 7, 2017, RivCoParks and Pyramid entered into a Lease and Concession Agreement (Lease) for the operation and management of The Gopher Hole camp store at Rancho Jurupa Regional Park.

At this time, Pyramid is selling its business interest to Advenco, LLC., d/b/a Rocky Mountain Recreation, (Advenco). Advenco has over twenty-five (25) years of experience in the hospitality industry and manages national parks and monuments across the country including Muir Woods National Monument and Hawaii Volcanoes National Park. Advenco and Pyramid have entered into an Assignment and Assumption Agreement attached as Exhibit A. The Lease and Concession Agreements for Lake Skinner and Rancho Jurupa Regional Park require RivCoParks to consent to any assignment.

RivCoParks staff reviewed the documentation provided by Advenco and met with the Chief Executive Officer, Frank Pikus, to evaluate the prospective new lessee and impacts of the proposed Assignment. RivCoParks staff recommends that the Board approve the Consent to the Assignment and Assumption Agreement (Exhibit B) that is based on the Assignment and Assumption Agreement between Pyramid and Advenco.

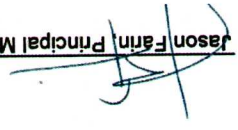
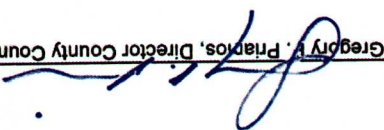
Impact on Citizens and Businesses

Advenco has 25 years of experience with the management of parks and plans to make capital improvements to the facilities and expand operations at both Parks providing more recreation activities to visitors and citizens of Riverside County.

ATTACHMENTS:

Exhibit A – Assignment and Assumption Agreement
Exhibit B – Consent to Assignment and Assumption Agreement
Sub-Concession Agreements

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STATE OF CALIFORNIA

 Jason Farin, Principal Management Analyst 6/2/2021
 Gregory P. Pappas, Director County Counsel 5/20/2021

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made and entered into as of April 30, 2021 (the “**Effective Date**”), by and between Pyramid Enterprises, Inc., a California corporation (“**Assignor**”) and Advenco LLC, a Delaware limited liability company (“**Assignee**”). Each of Assignor and Assignee may be referred to in this Agreement individually as a “**Party**” and, collectively, as the “**Parties**”.

RECITALS

WHEREAS, Assignor, Assignee, Chet Roberts, and Traci Roberts are parties to that certain Asset Purchase Agreement dated as of March 25, 2021 (the “**Purchase Agreement**”). Capitalized terms used but not defined herein have the respective meanings for such terms as defined in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell, assign, transfer, convey and deliver all the rights and interests in the Assigned Contracts and any Purchased Assets not conveyed by any other Transaction Document to Assignee, and Assignee agreed to accept same and to assume the Assumed Liabilities.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants contained in this Agreement and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment and Assumption. Effective as of the Effective Date, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor’s right, title, and interest in and to all of the Assigned Contracts and any Purchased Assets not conveyed by any other Transaction Document. Assignee hereby assumes, other than the Excluded Liabilities described in Section 2.2 of the Purchase Agreement, all Assumed Liabilities.
2. Reference to the Purchase Agreement. The provisions of this Agreement are subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained therein shall survive the execution and delivery of this Agreement in accordance with the terms thereof. Nothing contained in this Agreement shall be deemed or construed to alter, modify, add to or waive any of the rights, obligations, terms, covenants, conditions, or other provisions contained in the Purchase Agreement.
3. Further Actions. Each Party will, at its own expense, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assurances and such other action as such other Party may reasonably request to more effectively consummate the transactions contemplated by this Agreement.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of Kansas without giving effect to any choice or conflicts of law provision or rule thereof that would result in the application of the applicable

laws of any other jurisdiction other than the applicable laws of the United States of America, where applicable.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. The facsimile signature of any Party to this Agreement or a PDF copy of the signature of any Party delivered by electronic mail for purposes of execution or otherwise, is to be considered to have the same binding effect as the delivery of an original signature on an original contract.

6. Amendment; Waiver. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties. No waiver by any Party of any provision of this Agreement or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. Binding Agreement. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

[Remainder of this page is intentionally left blank. Signatures follow on next page.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be effective as of the Effective Date.

ASSIGNOR:

PYRAMID ENTERPRISES, INC.

By: 
Name: Chet Roberts
Its: President

ASSIGNEE:

ADVenco LLC


By: 
Name: Peter Nolan
Its: Authorized Signatory

EXHIBIT B

CONSENT TO ASSIGNMENT AND ASSUMPTION

The Riverside County Regional Park and Open-Space District ("RivCoParks"), as a party to that certain Sublease and Concession Agreement for the Lake Skinner Recreation Area, dated November 26, 2007 ("Sublease"), and a Lease and Concession Agreement for Rancho Jurupa Regional Park, dated February 7, 2017 ("Lease"), hereby consents to the foregoing Assignment and Assumption made pursuant to that certain Assignment and Assumption Agreement dated April 30, 2021 ("Exhibit A") by Pyramid Enterprises, Inc., d/b/a Rocky Mountain Recreation Company, a California corporation, as Assignor, to Advenco, LLC., d/b/a Rocky Mountain Recreation Company, a California Limited Liability Company, as Assignee to that certain Sublease and Lease for setting forth each party's rights and obligations for the letting of real property, operations, and maintenance of camp stores at Rancho Jurupa Regional Park and Lake Skinner Recreation Area ("Facilities") located in the County of Riverside, California. RivCoParks' Consent, including with respect to any future assignments thereunder, is not, and will not be deemed or construed to modify, waive, or affect any of the provisions, covenants, or conditions of the Lease, waive any breach of the Lease or any of the rights of RivCoParks, or enlarge or increase RivCoParks' obligations under the Agreement.

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.

By: 

Chuck Washington
Chairman, Board of Directors

DATE: 06-08-2021

ATTEST:

Kecia Harper
Clerk of the Board

By: 

Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: 

Kristine Bell-Valdez
Supervising Deputy County Counsel

