

REQUEST FOR PROPOSAL
COMMUNITY CENTER OPERATOR
MOSES-SCHAFFER COMMUNITY CENTER
RIVERSIDE COUNTY



PREPARED BY:
COUNTY OF RIVERSIDE FACILITIES MANAGEMENT
REAL ESTATE DIVISION
3450 14TH STREET, SUITE 200
RIVERSIDE, CALIFORNIA 92501

DATE: JANUARY 18, 2023

REQUEST FOR PROPOSAL (“RFP”)

COUNTY OF RIVERSIDE FACILITIES MANAGEMENT/REAL ESTATE DIVISION

INTRODUCTION

The Real Estate Division of the Facilities Management of the County of Riverside (the “County”) is accepting Proposals for a Community Center Operator for the Moses-Schaffer Community Center (the “Center”) located at 21565 Steele Peak Drive, Perris the Centers are located within the County of Riverside. The County is seeking an Operator with relevant Community Center and Parks and Recreation related experience to operate this Center and to provide relevant community programs and services to benefit the residents located in this community and to enhance their quality of life.

THE MOSES-SHAEFFER COMMUNITY CENTER

The Moses-Schaffer Community Center is located in the heart of the Good Hope/Meadowbrook community, near the city of Perris. The Community Center building is approximately 2,964 square feet on a site area of 3 acres. Adjacent to the Community Center is Good Hope Park, offering a playground, swing set, full and half basketball courts, and shade trees with benches beneath. The site is also shared with Riverside County Fire Station #9.

Moses-Schaffer Community Center currently provides the citizens of Good Hope/Meadowbrook with recreational, exercise, and senior programming. In cooperation with the Office on Aging, the center offers a free senior lunch on weekdays, and has commodity programs available for low-income residents. The versatility of this facility is suitable for any type of event or celebration, including quinceañeras, weddings, receptions and business or corporate events. The Community Center offers 1,500 square feet of meeting space and includes tables and chairs, accommodating up to 150 people. The banquet hall is also equipped with a full commercial kitchen.

A site plan and floor plan are attached to this RFP as Exhibits A and B.



DESIRED TERMS OF THE AGREEMENT

The purpose of this RFP is to enter into a License and Operating Agreement with an Operator at the Center to provide the requested programs and services. Obligations of the Operator and key terms and conditions of the Agreement are as follows:

- Provide outreach and public access to community programs and services being offered at the Center.
- Provide the programs and services as requested in this RFP for the local community.
- Provide the necessary staff and management to administer the programs and services and the Center.
- Provide the staff to grant access to the public and to open and close the Center based upon the hours of operation as agreed by the Agency and the Operator.
- Provide routine maintenance, custodial and security services and care of the interior of the Center including restocking of janitorial supplies as necessary.
- Provide basic routine clean-up and maintenance of the building exterior and associated surrounding public areas of the Center and including Recreation Fields/Facilities.
- Secure supplies and materials that meet the specifications of the services and programs offered at the Center.
- Pay the monthly operational costs and utilities based on a License and Operating Agreement to be negotiated and agreed to between the parties.
- Provide an Annual Report to the County of Operator's expenses, community outreach, public benefit and participation data.
- Provide any required insurance coverage as determined by the County to be set forth in the License and Operating Agreement.
- Provide any security services necessary to ensure safety of the public and the interior and exterior of the Center.
- Comply with any applicable laws, including federal, state, or local code or ordinance.
- Agree that any programs and services shall be:
 - a. Focused on and relevant to the local community and approved by the County.
 - b. Culturally inclusive of diverse perspectives and relationships within the environment.

LICENSE AND OPERATING AGREEMENT

The selected Respondent and the County will negotiate a two (2) year License and Operating Agreement. The Agreement will provide for the Operator to pay consideration in the form of providing and performing community and recreation services along with performance and payment of all operations and associated expenses for the facilities and to include all reoccurring and normal maintenance, custodial service and supplies, security, insurance and utilities. Capital Maintenance and Capital Improvements to the facility (approved by the County) will be the responsibility of the County. The Agreement will set forth the programs and services to be provided at the Center and further define the responsibilities of the parties. A copy of the Form of License and Operating Agreement is attached hereto as Exhibit C.

PROPOSAL SUBMITTALS

Submittals to the County must address the following categories: the Qualifications of the Operator, Programs Proposed, and Management of the Centers including the outdoor Recreation Fields/Facilities.

Qualifications of the Operator:

Respondents shall provide their qualifications including, but not limited to, the following:

1. Experience of the Operator including current and past Community Center and related program(s) experience, including a list of programs administered with detailed information of each program provided.
2. Resumes of the owners and key employees of the Operator firm who will actively participate in the administration of programs and day to day operations.
3. Highlights of accomplishments and positive benefits to the community from programs created or developed and administered by the Operator based on past experience.
4. Experience in writing and use of grants.

Programs Proposed:

Respondents shall provide a list and detailed description of programs proposed for the Community Center and Recreation Fields/Facilities. The following programs must be proposed to be provided to qualify the Respondent for consideration in the RFP process:

1. Youth Sports, Recreational Programs, After School Programs
2. Food Service Programs.
3. Child Care Services and Counseling
4. Health Services
5. Senior Services

If Respondent desires to suggest additional programming and services which will benefit the residents and the community, Respondents are encouraged to do so in their response.

Management of the Center:

Respondents shall provide a Community Center Management Plan and outline their strategy to manage the Center and related Recreation Fields/Facilities. The Management Plan must include the following:

1. Outline the necessary marketing objectives/strategy to create public awareness of the programs offered at the Center and related Recreation Fields/Facilities.
2. List and summarize the staff required, including number and title of positions and roles, to manage operations and to administer the programs and services proposed.
3. Describe and outline the facilities management plan to provide the necessary property management, security, fire/life/safety, and risk management matters.
4. Set forth the proposed hours of operation(s) for the various programs and services.

REVIEW OF SUBMITTALS BY COUNTY

The County will review the submittals of the respondents and determine the most qualified candidates based on the following:

1. Direct applicable Experience in Managing and Operating Community Centers (similar facilities) and associated and proposed programs.
2. Qualifications of the Respondent.
3. Economics and all aspects favorable to the County and Community.

After review and consideration by the Agency, each Respondent will be notified.

PROCEDURE AFTER NOTIFICATION

After notification, the County will coordinate panel interviews to review and discuss proposals submitted. Upon completion of the interviews, an award will be made and a License and Operating Agreement negotiated and drafted. After approval of the Agreement by County Counsel and County Management, the Agreement shall be executed by the parties and a schedule to pursue Operations/Transition of the facilities will commence.

PROPOSAL SUBMISSION – CONTACT INFORMATION

Proposal submittals shall be delivered to the Real Estate Division/Facilities Management on or before:

Thursday, February 2, 2023 at 5:00p.m.

Submittals shall be delivered to the following address:

County of Riverside Facilities Management
Real Estate Division
ATTN: Veronica Casper, Facilities Operations Manager
3450 14th Street, Suite 200
Riverside, CA 92501
(760) 863-8242 Phone
vcasper@rivco.org

EXHIBITS TO THIS REQUEST FOR PROPOSAL:

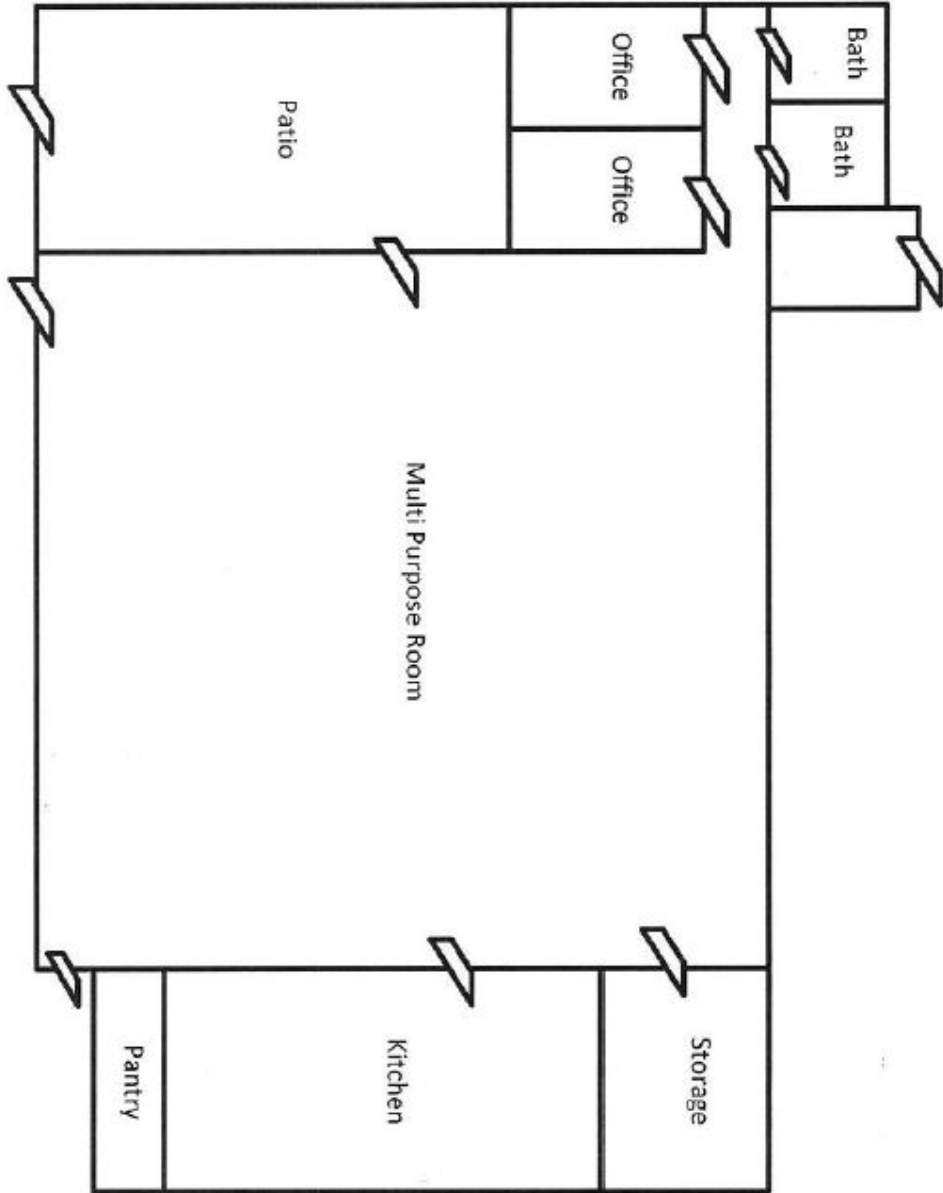
- Exhibit A - Moses Schaffer Community Center Site Plan
- Exhibit B - Moses Schaffer Community Center Floor Plan
- Exhibit C - Form of License and Operating Agreement for Community Center

County reserves the right to cancel this Request for Proposal at any time during the selection process.

Exhibit "A"



Exhibit "B"



**COMMUNITY CENTER
LICENSE AND OPERATING AGREEMENT**

This License and Operating Agreement ("Agreement") is made and entered into on _____, by and between the County of Riverside, a political subdivision of the State of California ("County"), and _____ ("Operator"), sometimes collectively hereinafter referred to as the "Parties".

RECITALS

WHEREAS, the County of Riverside is owner of record for certain real property located at _____ area of Riverside County, California ("Property"), as shown in Exhibit "A", attached and incorporated herein by reference; and

WHEREAS, the County has the capability and authority to operate, maintain and provide programs for the _____ Community Center ("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 public programs and services to the residents of _____ and Operator desires to operate a facility to provide such programs at the facility on the Property; and

WHEREAS, the County and Operator desire to enter into a License and Operating Agreement and for the purpose of providing community and recreational programs and other services as provided by Operator, in accordance with the terms and conditions of this Agreement.

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

- 1. **LICENSE:** County hereby grants to Operator and its agents, employees and

1 contractors the exclusive right to enter onto and use the Property for the purpose of the
2 provision of public programs and services by Operator, more particularly described in Exhibit
3 “C” Scope of Operations – Schedule of Community Programs and Services, attached hereto
4 and by this reference incorporated herein, and for no other purpose except as amended and
5 approved by the County. It is expressly understood that this License does not in any way
6 whatsoever grant or convey any permanent easement, lease, fee or other real property interest
7 in the Property to the Operator.

8 2. EFFECTIVE DATE: The Effective Date of this Agreement is the date first
9 provided above. In the event that such date is omitted, then the Effective Date shall be the last
10 date the Agreement is signed by a party.

11 3. DESCRIPTION OF PROPERTY: The Property the Center which consists of an
12 approximate _____square foot multi-purpose building, adjacent landscaping and parking lot,
13 with County owned land and ancillary improvements supporting the Center on approximately
14 _____ acres, all located on Assessor’s Parcel Number _____, as depicted on
15 Exhibit “A”. Property Site Map and Exhibit “B” Center Floor Plan, attached hereto and by this
16 reference incorporated herein.

17 4. TERM: The term of this Agreement shall be for a period of five (5) years
18 commencing on the Effective Date as set forth in Section 2. The Agreement shall terminate at
19 the expiration of the term period unless terminated earlier pursuant to Section 20. The County
20 has no obligation to enter into any extension of this Agreement unless mutually agreed by the
21 Parties hereto.

22 5. LICENSE FEE: Operator shall pay one dollar (\$1) per year to the County as a
23 license fee for the Center, payable for the entire five year term to the County upon full
24 execution of this Agreement.

25 6. USE: Operator accepts use of the Property in its current “as-is” condition as of
26 the effective date and the commencement of the term of this Agreement. The Property shall be
27 operated by Operator for the sole purpose of providing programs and services for community
28 support and for the benefit of residents and the general population in and around the Center.

1 7. 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 8:00 a.m. to 6:00 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 (b) Custodial Services: Operator shall keep the Property in a clean and neat
11 condition. Operator shall at its sole cost and expense, be responsible for all custodial service
12 and supplies necessary for both the Center and the associated grounds as depicted in Exhibit
13 A and B hereto.

14 (c) Protection and Restoration of the Property. Subject to County's Capital
15 Maintenance and Improvement obligations hereunder, Operator shall keep and maintain all
16 portions of the Property and Center in good condition and at Operators expense. Reasonable
17 wear and tear is acceptable and Operator shall not cause waste or damage to the
18 improvements and natural resources thereon by its employees, contractors or agents.
19 Operator shall strictly adhere to the following restrictions:

20 1) Operator may not place or dump garbage, trash or refuse
21 anywhere upon or within the Property, except for self-contained trash receptacles that are
22 maintained to County's satisfaction by Operator; and

23 2) Operator may not commit or create, or knowingly suffer to be
24 committed or created, any waste, hazardous condition and/or nuisance to occur upon the
25 Property; and

26 3) Operator must exercise reasonable due diligence in the protection
27 of the Property against damage or destruction by fire, vandalism or other cause.

28 4) Upon the termination or revocation of this Agreement, but prior to

1 its relinquishment to County, Operator shall, at its own cost and expense, remove any debris
2 generated by its use and Property shall be left in a neat condition. Operator agrees not to
3 damage Property in the process of performing the permitted use and activities.

4 8. CONTRACTING WITH THIRD PARTIES: Operator, in its own discretion, may
5 enter into agreements with qualified third parties for the purpose of providing any of the
6 services or programs in connection with the uses permitted to be performed on the Property as
7 described in Section 6 or for the purpose of operation, custodial, maintenance or security
8 services, subject to prior written approval by County in the event that any third parties may
9 need to occupy the Property. All such agreements shall contain provisions necessary to
10 protect the County, its officers, employees, successors, and assigns from any liability arising
11 out of the provision of services or programs, operation, maintenance or replacement of any
12 improvements and facilities in the Center as a result of such third parties, including the
13 obligation to indemnify the County, County of Riverside, its officers, employees, successors,
14 and assigns and carry the necessary insurance. The term of any permit, contract, or other
15 agreement entered into by Operator affecting or related to the Property shall not exceed the
16 term of this Agreement.

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

21 10. FURNITURE, FIXTURES AND EQUIPMENT: The County and Operator agree
22 and acknowledge that the County owns and installed furniture, fixtures and equipment for the
23 operation of the Center as set forth in Exhibit "D" Existing Furniture, Fixtures and Equipment
24 Owned by County, attached hereto and by this reference incorporated herein. Such equipment
25 includes, but is not limited to kitchen equipment, appliances, cameras, computer equipment,
26 tables and furniture etc. Operator shall, at its sole cost and expense, be responsible for all
27 necessary maintenance and repair of the listed Equipment in Exhibit D.

28

1 11. MAINTENANCE RIGHTS AND RESPONSIBILITIES:

2 (a) Operator shall, at its sole cost and expense, maintain, or cause to be
3 maintained, the building and building systems, outdoor recreational areas, the parking lot and
4 landscaping in good, clean condition and use as outlined above and in accordance with all
5 applicable laws, including but not limited to health, fire and safety ordinances and laws,
6 environmental regulations and such rules and regulations hereunder as may be binding upon
7 Operator with reasonable wear and tear excepted. Operator will be responsible for all recurring
8 and normal maintenance of the premises, while County shall be responsible for any Capital
9 Renewal and Capital Improvement project costs.

10 (b) Improvements by Operator. Any alterations, improvements, installation
11 of fixtures or major repairs to be undertaken by Operator shall have the prior written approval of
12 County after Operator has submitted plan/work plan for any such proposed alterations,
13 improvements, fixtures and major repairs to County in writing. Such consent shall not be
14 unreasonably withheld by County.

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

19 12. TAXES AND ASSESSMENTS: During the term of this Agreement Operator
20 shall pay, or cause to be paid, any and all applicable real and personal property taxes, general
21 and special assessments, and other charges of every description as may be levied on or
22 assessed against the Center, improvements to the Center, or personal property owned by
23 Operator located on or in the Center by reason of Operator's operation of the Property.
24 Operator understands and agrees that it may be subject to a possessory interest tax in
25 accordance with the California Revenue and Taxation Code.

26 13. COMPLIANCE WITH LAWS AND RESTRICTIONS. Operator shall, at its sole
27 cost and expense, obtain any and all necessary permits and shall fully comply with all
28 applicable ordinances, state and federal laws associated with the provision of the public

1 programs and services. Operator further agrees to use the Property in material compliance
2 with all laws now in force or which may hereafter be in force relative to its use as outlined in
3 Section 6 above, including without limitation compliance with all federal, state, and local
4 statutes and regulations, as well as all covenants, conditions, and restrictions contained in this
5 Agreement.

6 14. ASSIGNMENT: Operator shall not assign the rights and obligations of this
7 Agreement without the written consent of the County. Such consent shall be in the sole and
8 absolute discretion of the County.

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

13 (a) Workers' Compensation. If the Operator has employees as defined by
14 the State of California, the Operator shall maintain statutory Workers' Compensation Insurance
15 (Coverage A) as prescribed by the laws of the State of California. Policy shall include
16 Employers' Liability (Coverage B) including Occupational Disease with limits not less than
17 \$_____ per person per accident. The policy shall be endorsed to waive subrogation in
18 favor of the County and County, and, if applicable, to provide a Borrowed Servant/Alternate
19 Employer Endorsement.

20 (b) Commercial General Liability. Commercial General Liability insurance
21 coverage, including but not limited to, premises liability, contractual liability, products and
22 completed operations liability, personal and advertising injury, and cross liability coverage,
23 covering claims which may arise from or out of Operator's performance of its obligations
24 hereunder. Policy shall name, the County, County, its directors, officers, employees,
25 appointed officials, agents or representatives as Additional Insured. Policy's limit of liability
26 shall not be less than \$_____ per occurrence combined single limit. If such
27 insurance contains a general aggregate limit, it shall apply separately to this Agreement or be
28 no less than _____times the occurrence limit.

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

8 (d) General Insurance Provisions - All lines:

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

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

22 3) Operator shall cause Operator's insurance carrier(s) to furnish
23 the County with either 1) a properly executed original Certificate(s) of Insurance and certified
24 original copies of Endorsements effecting coverage as required herein, and 2) if requested to
25 do so orally or in writing by the County's Risk Manager or Real Estate Division, provide original
26 Certified copies of policies including all Endorsements and all attachments thereto, showing
27 such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance
28 shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be

1 given to the County prior to any material modification, cancellation, expiration or reduction in
2 coverage of such insurance. In the event of a material modification, cancellation, expiration, or
3 reduction in coverage, this Agreement shall terminate forthwith, unless the County receives,
4 prior to such effective date, another properly executed original Certificate of Insurance and
5 original copies of endorsements or certified original policies, including all endorsements and
6 attachments thereto evidencing coverage's set forth herein and the insurance required herein
7 is in full force and effect. Operator shall not commence operations until the County has been
8 furnished original Certificate (s) of Insurance and certified original copies of endorsements and
9 if requested, certified original policies of insurance including all endorsements and any and all
10 other attachments as required in this Section. An individual authorized by the insurance carrier
11 to do so on its behalf shall sign the original endorsements for each policy and the Certificate of
12 Insurance.

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

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

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

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

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

1 16. INDEMNIFICATION: Operator shall indemnify and hold harmless the County,
2 its directors, officers, employees, appointed or elected officials, agent or representatives from
3 any liability whatsoever, to the extent based or asserted upon acts, omissions or any services
4 of Operator, its officers, employees, agents or representatives arising out of or in any way
5 relating to this Agreement, including but not limited to Property damage, bodily injury, or death
6 or any other element of any kind or nature whatsoever arising from the performance of
7 Operator, its officers, agents, employees, agents or representatives from this Agreement.
8 Operator shall defend, at its sole expense, all costs and fees including, but not limited, to
9 attorney fees, cost of investigation, defense and settlements or awards, the County, its
10 directors, officers, employees, appointed officials, agents or representatives in any claim or
11 action to the extent based upon such alleged acts or omissions.

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

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

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

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

27 17. ENVIRONMENTAL PROTECTION. Operator shall not discharge, dispose of,
28 or permit to escape, any drainage water, non-point source runoff, raw sewage, fuel, or waste of

1 any kind, within or outside the Center that could result in destruction of habitat or the
2 contamination or pollution of said Center. Operator shall at all times comply with all applicable
3 federal, state, and local laws, orders, and regulations, as may be amended with respect to the
4 proper discharge of refuse, garbage, sewage effluent, wastes, storm water runoff, and any and
5 all other pollutants, including soil sediments, and shall cause its employees, agents and other
6 persons or entities under its control to comply fully with such laws, orders, and regulations.

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

1 County shall indemnify, defend and hold harmless Operator from any and all liability of any
2 type related thereto.

3 19. DEFAULT:

4 (a) Operator shall be deemed in default of this Agreement if Operator uses
5 the Property for any purpose other than that authorized in the Agreement, fails to maintain the
6 Property or the improvements in the manner provided for in the Agreement, fails to comply with
7 or perform any other covenant, condition, provision or restriction provided for in the Agreement,
8 abandons the Property, allows the Property to be attached, levied upon, or seized under legal
9 process, or if Operator files or commits an act of bankruptcy, has a receiver or liquidator
10 appointed to take possession of the Property, or commits or permits waste on the Property.

11 (b) Operator shall cure any defaults within thirty (30) days of receipt of a
12 written notice by the County to remedy any and all defaults. In the event that any default is of
13 such a nature that the same cannot reasonably be cured within the thirty (30) day period
14 described above, then the cure period shall be extended by such further reasonable period (not
15 to exceed an additional 90 days) so long as Operator commences the cure within the thirty (30)
16 day period described above and thereafter diligently prosecutes the cure to completion. In the
17 event that Operator's fails to cure the noticed default, County shall have the right to terminate
18 this Agreement and retake possession of the Property together with all additions, alterations,
19 and improvements thereto by providing Operator thirty (30) days' notice of its intent to
20 terminate. County shall also retain all rights to seek any and all remedies at law or in equity
21 available in the event Operator is in default. Upon the giving of notice of termination, all
22 Operator's rights in the Property and improvements shall terminate. Promptly after notice of
23 termination, Operator shall surrender and vacate the Property and all improvements in good
24 and clean condition.

25 (c)

26 20. TERMINATION:

27 (a) County's Right to Terminate.

28 1) If during the term of this Agreement, the Center is damaged,

1 whether or not from a risk covered by insurance, and subject to the other provisions of this
2 Agreement regarding termination, County shall have the option, but shall not be obligated to
3 make the repairs necessary to restore the Center and all the improvements thereon, to a
4 condition for occupancy or use comparable to the condition thereof before such damage
5 occurred. However, County may determine in its sole discretion, that if it is not feasible to
6 make the necessary repairs or restoration, County shall have the right to terminate this
7 Agreement.

8 2) County may terminate this Agreement for any reason by giving
9 one hundred eighty (180) days written notice to Operator.

10 3) Upon such termination, Operator must surrender the Property
11 and all equipment and improvements constructed in the Center by Operator (other than trade
12 fixtures or other removable fixtures) to be left in good and clean condition and shall become the
13 property of County or the County at no cost or expense to the County.

14 (b) Operator's Right to Terminate. Operator may terminate this Agreement
15 at any time and for any reason by giving written notice to County at least one hundred eighty
16 (180) days prior to the effective date of such termination. Upon such termination, Operator
17 must surrender the Property and all improvements and Equipment in good and clean condition.

18 21. NOTICES: All notices, requests, demands, waivers, consents and other
19 communications herein provided to be given, or which may be given by either party to the
20 other, shall be deemed to have been fully given when made in writing and transmitted by
21 electronic email, hand-delivered, sent by certified mail, or deposited in the United States mail,
22 postage prepaid and addressed as follows:

23 If to County:

24

25

26

27 If to Operator:

28

1
2 22. SEVERABILITY: Each section and provision of this Agreement is severable
3 from each other provision. In the event that any one or more of the provisions contained in this
4 Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and
5 enforceability of the remaining provisions contained in this Agreement shall not in any way be
6 affected or impaired thereby. To the extent permitted by applicable law, each party to this
7 Agreement waives any provision of law that renders any provision of this Agreement invalid,
8 illegal, or unenforceable in any respect. In the event any provision of this Agreement shall be
9 held invalid, illegal, or unenforceable, the parties shall use all reasonable efforts to substitute a
10 valid, legal, and enforceable provision that implements the purposes and intents of this
11 Agreement.

12 23. WAIVER: Failure by a Party to insist upon the strict performance of any of the
13 provisions of this Agreement by the other Party, or the failure by a Party to exercise its rights
14 upon the default of the other party, shall not constitute a waiver of such Party's rights to insist
15 and demand strict compliance by the other Party with the terms of this Agreement thereafter.

16 24. GOVERNING LAW; JURISDICTION: This Agreement shall be governed and
17 construed in accordance with the laws of the State of California. The County and Operator
18 agree that the Agreement has been entered into in Riverside County, California, and that if any
19 action or proceeding is commenced to enforce or interpret this Agreement, venue shall be filed
20 in the Superior Court for the State of California, in Riverside, California.

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

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

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

LICENSEE & OPERATOR:

6
7 BY: _____
8 Rose Salgado, Director,
9 Facilities Management

By: _____
Name
Title

10 DATED: _____

DATED: _____

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12
13 APPROVED AS TO FORM:
14 County Counsel

15 BY:
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17 Deputy County Counsel

EXHIBIT "A"
PROPERTY SITE MAP

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EXHIBIT "B"
CENTER FLOOR PLAN

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EXHIBIT "C"

SCOPE OF OPERATIONS – COMMUNITY PROGRAMS AND SERVICES

1. Food Service programs, including Senior Nutrition, Commodities, Brown Bag, Rolling Cart, Hidden Harvest and the Summer Program.

2. Health Services Programs, including Health Education, Health Fairs, Caregiver support services and training, LVN\RN Services, (blood glucose, blood pressure screening, etc.) immunizations, mammograms, Medical Services and Dental Services.

3. Youth Services Programs, including Afterschool Programs, Summer Youth Programs- Camps, Youth Sports and Recreation, Tutoring/homework help, and Youth Leadership Programming

4. Park and Recreation Services including Physical Fitness Programs, sports, exercise, dancing etc.

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

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