



City of Arts & Innovation

City Council Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL **DATE: JUNE 13, 2017**

FROM: PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT **WARDS: ALL**

SUBJECT: FIRST AMENDMENT TO JOINT USE AGREEMENT WITH RIVERSIDE UNIFIED SCHOOL DISTRICT FOR JOINT USE OF CITY-OWNED PROPERTY FORMERLY REFERRED TO AS RIVERSIDE GOLF COURSE FOR AN ADDITIONAL TWO YEARS, SEPTEMBER 11, 2017 – NOVEMBER 30, 2019

ISSUE:

Approve First Amendment to Joint Use Agreement with Riverside Unified School District for shared use of city-owned property formerly referred to as Riverside Golf Course, located at 1077 North Orange Street, for an additional two years, September 11, 2017 - November 30, 2019.

RECOMMENDATION:

That the City Council:

1. Approve the First Amendment to Joint Use Agreement with Riverside Unified School District (Attachment 1) for shared use of city-owned property formerly referred to as Riverside Golf Course, for an additional two years, September 11, 2017 - November 30, 2019; and
2. Authorize the City Manager, or his designee, to execute the First Amendment to Joint Use Agreement with Riverside Unified School District, for shared use of former Riverside Golf Course property, including making minor and non-substantive changes.

BACKGROUND:

On September 10, 2014, City Council approved a three-year Joint Use Agreement with Riverside Unified School District (District) for shared use of city-owned property formerly referred to as Riverside Golf Course.

DISCUSSION:

The Joint Use Agreement provides the District access to the Riverside Golf Course to host local, regional, and state cross country meets. While a specific and permanent plan is being developed for the area, these cross country meets attract thousands of visitors to the City of Riverside and

is a productive use of space that would otherwise remain underutilized.

The Public Utilities General Manager and the Community Development Director concur with the recommendation to extend the Joint Use Agreement for another two years through November 30, 2019. No other conditions are being modified by this amendment except the insertion of the grid below emphasizing and summarizing the roles and responsibilities of the parties to the agreement as it relates to maintaining the property.

MAINTENANCE RESPONSIBILITIES FORMER RIVERSIDE GOLF COURSE JOINT USE AGREEMENT	
TASK	RESPONSIBLE PARTY
ROUTINE MOWING (ENTIRE SITE)	CITY OF RIVERSIDE
TREE TRIMMING (ENTIRE SITE)	CITY OF RIVERSIDE
REPAIR/MAINTENANCE OF CITY-OWNED EQUIPMENT LOCATED AT SITE	CITY OF RIVERSIDE
JANITORIAL SERVICES/PORTABLE RESTROOMS - FOR CROSS COUNTRY EVENTS ONLY	DISTRICT
TRASH REMOVAL - FOR CROSS COUNTRY EVENTS ONLY	DISTRICT
ALL UPKEEP AND IMPROVEMENTS NECESSARY FOR DISTRICT USE (E.G. WEED ABATEMENT; DUST CONTROL; WATERING) - FOR CROSS COUNTRY EVENTS ONLY	DISTRICT

If the amendment is executed, the District will continue to be responsible for all obligations under the original agreement including but not limited to maintenance tasks, insurance/liability, and communication/scheduling.

FISCAL IMPACT:

Staff costs incurred by the Parks, Recreation and Community Services Department associated with preparation and coordination/management of the Joint Use Agreement with the District is estimated at \$14,000 annually and is absorbed within the Department's operating General Fund budget.

Prepared by: Adolfo Cruz, Parks, Recreation and Community Services Director
 Certified as to availability of funds: Scott G. Miller PhD., Chief Financial Officer/City Treasurer
 Approved by: Alexander T. Nguyen, Assistant City Manager
 Approved as to form: Gary G. Geuss, City Attorney

Attachments:

1. First Amendment to Joint Use Agreement
2. Joint Use Agreement