

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT AND
THE PARKS, RECREATION, AND COMMUNITY SERVICES DEPARTMENT FOR A
HISTORIC PRESERVATION FUND GRANT

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 8th day of February, 2016, by the City of Riverside Parks, Recreation, and Community Department ("Grantee") and the City of Riverside Community & Economic Development Department ("Grantor"), with reference to the following facts:

RECITALS

A. The City of Riverside is the fee owner of the real property in the City of Riverside, County of Riverside, State of California, located at Carlson Park - 4700 Buena Vista Drive (the "Property," legally described in Exhibit "A," attached hereto and incorporated within).

B. Grantee applied for a Historic Preservation Fund ("HPF") grant in order to perform a certain project (the "Project") for the conservation, preservation, restoration, or rehabilitation of a Cultural Resource consistent with the purposes of Riverside Municipal Code section 20.30.030.

C. The Historic Preservation Fund Committee reviewed the Project (P15-0740) according to the criteria and selection process for evaluating applications and approved an award of Twenty Five Thousand Dollars (\$25,000) to repair and restore the St. Francis Falls waterfall/grotto at the end of Buena Vista Drive/Scout Lane in Carlson Park.

D. In order to conserve, preserve, restore, or rehabilitate a Cultural Resource within the City, the Grantor and Grantee desire to enter into this MOU, which guarantees performance of the Project.

NOW, THEREFORE, Grantee and Grantor hereby agree as follows:

1. **Disbursement of Grant Funds.** Grant funds shall be disbursed after Project work has been completed. To receive Grant funds, Grantee shall have completed the Project, received all approvals, complied with all Grant requirements, and passed all inspections. No payment shall be made for work not listed in the Project Description. No advance payments shall be made. Grantee's failure to complete the Project, or to apply for payment according to the disbursement schedule within the Project Description, shall be a waiver of any right to Grant funds.

2. **Project Description and Standard of Performance.** Grantee shall perform the Project as described the "Project Description," attached hereto and incorporated within as Exhibit "B." The Project Description shall include: plans; description of the work and materials; milestones and reports as appropriate; a disbursement schedule; and, other elements as deemed appropriate by the Grantor. No material deviation from the Project Description is allowed without the prior written consent of the City Council. All funds must be spent as represented in the application and shown in the Project Description.

3. **Compliance with Laws, Codes, and Regulations.** The Project is subject to the filing and approval of a Certificate of Appropriateness request and any resulting conditions, according to RMC Title 20. The Project shall comply with the applicable Secretary of the Interior's Standards and Guidelines for the Treatment of Historic Properties, 1995. Grantee shall be responsible to obtain all required approvals, permits, and inspections, and complete the project as evidenced by a finalized building permit.

4. **Equal Opportunity.** Grantee agree not to discriminate against any employee or applicant for employment because of actual or perceived race, color, national origin, creed, age, gender, marital status, sexual orientation, religion, mental and physical disabilities, sex (including pregnancy), personal appearance, gender identity or expression, family responsibilities, genetic information, matriculation, political affiliation, or veteran status.

5. **Retention of Records.** Grantor and Grantee shall maintain auditable records of all expenditures under this grant for three (3) years after completion of this grant assisted Project.

6. **Planning for Preservation Work.** Grantor and Grantee shall ensure that any documents or plans for preservation work that result from the Project will conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties, as appropriate.

7. **Publicity and Acknowledgement of Grant Assistance.** Grantee shall list the City of Riverside Historic Preservation Fund as a supporter in any printed material and publicity releases. Should material emanating from this preservation activity be published for distribution, appropriate acknowledgement of the Committee's participation shall be given using one of the following statements:

"This project has been funded by a grant from the Historic Preservation Fund of the City of Riverside," or

"This project has been funded [in part] by a grant from the Historic Preservation Fund of the City of Riverside."

8. **Signage.** Grantee shall display a sign provided by the Grantor to inform the public of the HPF funded project. The sign shall be displayed in a location readily visible from the public right-of-way, commencing with construction and ending when reimbursement is received.

9. **Project End Date.** The Project shall be completed within one year or by December 31, 2016, whichever comes first, or the date any appeals are final. Should any problems arise, a written request for an extension of the project must be submitted to the Historic Preservation Fund Committee at least 30 days prior to the expiration date.

10. **Final Report.** Within 30 days of the Project end date, Grantee shall submit a final report and financial accounting on the use of the grant award, as well as any materials or reports emanating from the grant award to the HPF.

11. **Standard of Maintenance.** Grantee shall maintain and keep the Property in good repair at their sole cost and expense according to RMC chapter 20.35, any other section(s) of the RMC, and any other applicable requirement.

12. **Failure to Perform.** If Grantee fail to perform the maintenance as required hereunder, Grantee shall reimburse the Grantor for all Grant funds. Failure to reimburse the Agency within thirty (30) days from the date of invoicing shall entitle the Agency to record a notice of lien against the Property, and to take other actions including, in the Grantor's discretion, enforcement of the lien through an action in foreclosure.

13. **Enforcement.** In addition to other available remedies and at the election of the Grantor, failure to comply with this Agreement shall be deemed a violation of RMC section 20.35 relating to duty to maintain. Grantee hereby waive all protests, challenges, objections, claims and causes of action of whatever kind or nature including constitutional claims, if any, arising out of the City's enforcement of this Agreement. If the Grantor elects to proceed against Grantee under the provisions of the RMC, such action will also include any and all rights to impose a special assessment lien against the Property.

14. This Agreement may only be amended by mutual writing, as approved by the Historic Preservation Fund Committee, or the City Council, as appropriate, and duly recorded.

IN WITNESS WHEREOF, Grantor Grantee have caused this MOU to be executed as of the day and year first written above.

GRANTOR:

Community & Economic Development
Department

By: 

Community & Economic Development
Department Director

GRANTEE:

Parks, Recreation, and Community
Services Department

By: 

Parks, Recreation and Community Services
Department Director

ATTEST:

By: 

City Clerk

APPROVED AS TO FORM:

By: 

Deputy City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Project: P15-0740 – St Francis Falls restoration
Por. A.P.N. 187-020-005

That certain real property located in the City of Riverside, County of Riverside, State of California, described as follows:

That portion of Lot 314 and that portion of Buena Vista Avenue as shown on Map of Lot 314 of the Lands of the Riverside Land and Irrigating Company as shown by Map on file in Book 5, Page 142 of Maps, Records of Riverside County, California, described as follows:

COMMENCING at the easterly corner of Lot 6 of Evans Rio Rancho, as shown by Map on file in Book 10, Pages 52 through 54 of Maps, Records of Riverside County, California, also being a point on the northerly line of said Lot 314;

THENCE South 57°36'50" East, along said northerly line, a distance of 2.65 feet to an angle point therein;

THENCE North 68°21'20" East, along said northerly line, a distance of 48.00 feet to a point thereon and to the **POINT OF BEGINNING**;

THENCE North 40°42'20" West, a distance of 13.50 feet;

THENCE North 49°17'40" East, a distance of 40.00 feet;

THENCE South 40°42'20" East, a distance of 60.00 feet;

THENCE South 49°17'40" West, a distance of 40.00 feet;

THENCE North 40°42'20" West, a distance of 46.50 to the **POINT OF BEGINNING**.

Area – 240 S.F.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyors Act.



Curtis C. Stephens, L.S. 7519

1/26/16

Date

Prep. 



EXHIBIT B

PROJECT DESCRIPTION

Case # P15-0740

MEETING DATE: OCTOBER 13, 2015

PROJECT-SPECIFIC CONDITIONS:

1. The reimbursement of up to \$25,000 is approved for the project at Carlson Park, which includes the repair and restoration of the St. Francis Falls waterfall/grotto at the end of Buena Vista Drive/Scout Lane following the general procedures outlined in the proposal from James Donnelly dated January 24, 2012, to be performed by a licensed contractor/specialist or equivalent subject to prior approval by CHB staff.
 - a. At least one current itemized bid prepared by a licensed contractor/specialist or equivalent shall be provided to CHB staff for review prior to commencement of the project.
2. Prior to commencement of construction work, all necessary approvals from City Departments shall be obtained.
3. All work shall be completed within one year of this award of grant funding, or in accordance with the State Department of Parks and Recreation grant deadline, whichever is later.
4. This action does not include or excuse compliance with all regulations applicable to the proposed project.

PRIOR TO COMMENCEMENT OF WORK:

5. Obtain Certificate of Appropriateness for all exterior work associated with the repair and restoration identified in the application.
6. Obtain all necessary building permits.

GENERAL CONDITIONS OF APPROVAL:

7. All projects shall be consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, and be approved as set forth in Riverside Municipal Code Title 20.
8. All funds must be spent as represented in the application. Spending funds except as authorized shall be considered fraud or theft, and may be criminally prosecuted. Expenses incurred prior to the award of funds are not eligible. Any changes to the approved project scope shall not be reimbursed without prior written approval from the City.
9. Contractors must be licensed for the type of work proposed and have demonstrated applicable experience. Consultants must meet applicable Secretary of the Interior's Professional Qualification Standards.
10. Grantees must sign a publicity release and allow the City to use the subject structure, project and/or organization in promotional materials.

11. A Historic Preservation Fund sign, which will be provided at no cost to the grantee, must be displayed in a publicly visible location approved by CHB staff for the duration of the project construction in order for any grant monies to be released.
12. Construction projects must be documented with a high quality photographic record before, during and after. For unique features and/or work processes, a written description of the process and tools used to complete the project shall be required. Final completion shall be documented by photographs with captions.
13. Within one year of this award of grant funding, a final report and financial accounting of the expenditure of the grant must be submitted, including the finalized building permit, if required, and a letter confirming that grant funded work is complete. Upon CHB staff approval of the final report and formal request for reimbursement form, reimbursement shall be processed within 30 days.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Buena Vista)

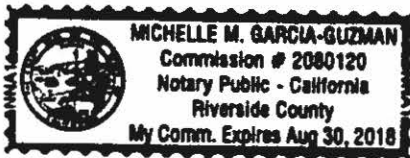
On February 3, 2016 before me, Michelle M. Garcia-Guzman, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Adolfo Cruz
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Michelle M. Garcia-Guzman
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Historic Presentation Document Date: 2/3/16

Number of Pages: 6 Signer(s) Other Than Named Above: /

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____