

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



ITEM
13.2
(ID # 9074)

MEETING DATE:

Tuesday, February 26, 2019

FROM : Regional Parks and Open Space District:

SUBJECT: RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT: Approval of Management Services Agreement between the Riverside County Regional Park and Open-Space District and The Oaks Ranch for Bowes Ranch; District 5; CEQA Exempt; (\$0)

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; and
2. Approve the Management Services Agreement between the Riverside County Regional Park and Open-Space District and The Oaks Ranch for Bowes Ranch; and
3. Authorize the Chairman of the Board to execute the Management Services Agreement on behalf of the District; and
4. Authorize the General Manager, or his designee, to take all actions necessary to administer the Agreement and execute future amendments to this agreement that do not substantively change its terms; and
5. Direct the Clerk of the Board to return three (3) copies of the Agreement to the District; and
6. Direct the Clerk of the Board to file the Notice of Exemption within five (5) days of approval of this project.

ACTION:Policy

Scott Bangle, Director/General Manager / Park Director

2/6/2019

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Spiegel, seconded by Director Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is received and filed as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: February 26, 2019
xc: Parks, Recorder

Kecia Harper
Clerk of the Board
By:
Deputy

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

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:	18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District released a Request for Proposals (RFP) in late 2016 for the management of District's Bowes Ranch property located in the Banning Pass area of Beaumont. Bowes Ranch is located adjacent to Bogart Park in District 5 and is depicted in Exhibit B to the MSA. Only one proposal was received from The Oaks Ranch, a 501(c)3 nonprofit organization formed to provide training and recreation opportunities for dogs and their owners. The Oaks Ranch mission is to provide community support and activities such as group & private training opportunities, community adoption days, private exercise areas similar to a dog park, swimming rehabilitation, and 4H-related events.

The Oaks Ranch proposal was reviewed and vetted by District Staff and was approved to manage the property upon approval by the Board of Directors.


IMPACT ON CITIZENS AND BUSINESSES

Bowes Ranch and the surrounding land is currently minimally managed as open-space area with limited recreation benefit. Active management of the land will create more recreational opportunities for local community members.

ATTACHMENTS

- Management Services Agreement
- Exhibits A – D
- Notice of Exemption


 Rekini Dasika, Principal Management Analyst 2/19/2019


 Gregory L. Priaplos, Director County Counsel 2/13/2019

To: County Clerk
County of: Riverside
2724 Gateway Drive
Riverside, CA 92507

Original Negative Declaration
Cancellation was routed to Co
for boxing on.
2/20/19
Date

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

Project Title: Bowes Ranch Management Services Agreement

Project Applicant: Riverside County Regional Park & Open-Space District

Project Location-Specific: Bowes Ranch; Marshall Canyon Road & Bellflower Ave, Beaumont, CA

Project Location-City: Beaumont

Project Location-County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:

The Oaks Ranch was selected to rehabilitate an old ranch house and associated acreage that was deeded to the County and has fallen into disrepair due to lack of resources and staffing. The Oaks Ranch will bring the home up to code and make it habitable and beautify the surrounding land. Bowes Ranch and the surrounding land is currently minimally managed as open-space area with limited recreation benefit.

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

Name of Public Agency Carrying Out Project: The Oaks Ranch

Exempt Status: (check one):

Ministerial (Sec. 21080(b)(1); 15268);

Declared Emergency (Sec. 21080(b)(3); 15269(a));

Emergency Project 9Sec. 21080(b)(4); 15269 (b)(c));

Categorical Exemption. State type and section number: 15302 (Replacement or Reconstruction) & 15304 (Minor Alterations to Land)

Statutory Exemptions. State code number:

Reasons why project is exempt: The concessionaire will perform work on an existing structure and simply replace and repair basic features such as plumbing, electrical, and roofing. The land will be managed in a similar manner and no major changes in grading, flora, or fauna will take place.


Lead Agency Contact: Analicia Gomez

Phone Number: 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: 

Date: 2/5/19 Title: SENIOR PARK PLANNER

Signed by Lead Agency

Signed by Applicant

MANAGEMENT SERVICE AGREEMENT

for

1 **LAND MANAGEMENT of BOWES RANCH PROPERTY**

Between

2 **RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT**

and

THE OAKS RANCH



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1 This Management Services Agreement for Farmland Management ("Agreement" or "MSA"), has been
2 made and entered into on this ____ day of _____, 20____, by and between
3 **THE OAKS RANCH, a California** a non-profit 501(C)(3) public benefit corporation, (herein referred to
4 as "THE OAKS RANCH"), and the **RIVERSIDE COUNTY REGIONAL PARK AND OPEN SPACE**
5 **DISTRICT**, a special District, (herein referred to as "DISTRICT").
6

7 **WHEREAS**, the DISTRICT owns the Bowes Ranch property in Beaumont, CA, adjacent to the
8 Bogart Regional Park, Assessor's Parcel Numbers (APNs) 401-210-009, 401-260-001, and 402-080-010
9 ("PROPERTY"); and

10 **WHEREAS**, the PROPERTY has been vacant for a number of years and is not currently being
11 utilized by the DISTRICT; and

12 **WHEREAS**, there is a significant cost to the DISTRICT associated with maintaining this
13 PROPERTY free of blight and in a safe manner; and

14 **WHEREAS**, the DISTRICT desires to allow the PROPERTY to be utilized in a manner that
15 benefits the community and decreases the costs and liability to the DISTRICT; and

16 **WHEREAS**, THE OAKS RANCH wishes to utilize the PROPERTY to operate programs including
17 canine care, training, exercise, events, and networking; and

18 **WHEREAS**, THE OAKS RANCH desires to manage and control the PROPERTY for the purpose
19 of operating the PROPERTY as a working ranch, and providing opportunities for training recreation and
20 events for owners and their dogs; and

21 **WHEREAS**, THE OAKS RANCH will bring in a moderate heard of livestock, not to exceed 150
22 head of sheep, on the PROPERTY to help maintain the site through utilization of the natural resources;
23 and

24 **WHEREAS** The OAKS RANCH may have staff and caretakers occupy the property pursuant to
25 the attached Caretaker Occupancy Agreement, attached hereto as Exhibit D

26 **WHEREAS**, the DISTRICT and THE OAKS RANCH agree that there is untapped potential use of
27 the PROPERTY that can be utilized in a significant manner to meet organizational goals of both parties
28 and enhance the local community;

29 **NOW, THEREFORE**, in consideration of the above Recitals, the obligations set forth below, and
30 for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the
31 DISTRICT and THE OAKS RANCH mutually agree as follows:

1 **1. Description of Services**

2 1.1 THE OAKS RANCH shall cause to be provided, directly or through third party agreements, and/or
3 subleases, all services as outlined in Exhibit "A" Scope of Work. THE OAKS RANCH shall prepare and
4 submit annually, a minimum of 90 days prior to the anniversary date, one year after this signed Agreement,
5 the Annual Operational Plan and Report ("AOPR") inclusive of details described in Exhibit "A". The AOPR,
6 outlined in Exhibit "C," approved annually, shall be included hereto and made part of this MSA. THE OAKS
7 RANCH shall diligently work to provide all services proposed and approved in the AOPR.

8
9 Exhibit "B" shall outline the areas covered under this Agreement, which shall be maintained and operated
10 by THE OAKS RANCH per the standards set in the Scope of Work (Exhibit "A") and the AOPR. THE
11 OAKS RANCH shall not provide partial delivery of services unless specifically stated in the Agreement.

12 1.2 THE OAKS RANCH represents that it possesses the ability, or has or will have contractual
13 relationships with third party organizations (Agents) that have the skills & ability, experience, and
14 knowledge necessary to perform under this Agreement and the DISTRICT relies upon this
15 representation. THE OAKS RANCH and its Agents shall perform to the satisfaction of the DISTRICT as
16 identified herein and in conformance to and consistent with industry standards of similar
17 firms/professionals in the same discipline in the State of California, as it applies to the terms of this
18 Agreement.

19 1.3 THE OAKS RANCH affirms that it is fully apprised of all of the work to be performed under this
20 Agreement; and THE OAKS RANCH agrees it can properly perform this work in accordance with this
21 agreement THE OAKS RANCH shall not perform services or provide products to the DISTRICT outside of
22 those listed in the Agreement, except as agreed upon by the parties and amended in writing.

23 1.4 Acceptance by the DISTRICT of THE OAKS RANCH performance under this Agreement does
24 not operate as a release of THE OAKS RANCH's responsibility for full compliance with the terms of this
25 Agreement.

26 1.5 THE OAKS RANCH shall be responsible for all costs associated with operating and maintaining
27 the PROPERTY included in this Agreement as specified in Exhibit B including, but not limited to, repairs,
28 maintenance, improvements, utilities, permits, licenses, security, etc.

29 1.6 THE OAKS RANCH may seek to enter into a Caretaker Occupancy agreement, attached hereto
30 in Exhibit D conditioned on the habitability of any building on the property, including any necessary
31 permits, or certificates of occupancy.

1 **2. Period of Performance**

2 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect
3 for 10 years, with options to renew for four (4) additional ten (10) year terms, unless terminated earlier
4 by a party in accordance with the terms of this Agreement. THE OAKS RANCH shall commence
5 performance within ninety (90) days of execution of this Agreement by both parties and shall diligently
6 and continuously perform thereafter. The Riverside County Regional Park and Open Space District's
7 Board of Director's is the only authority that may obligate the DISTRICT for a non-cancelable multi-year
8 agreement.

9 2.1 The PARTY seeking to renew this Agreement shall give notice 30 days' before the expiration
10 of the current term of this agreement.

11 2.3. Any Caretaker Occupancy entered into by the PARTIES is coterminous with this Agreement.
12

13 **3. Compensation**

14 3.1 The consideration to THE OAKS RANCH shall not be in the form of legal tender by the
15 DISTRICT. THE OAKS RANCH shall perform services, provide products, or incur expenses in
16 performance of this agreement, in exchange for the provision of consideration to THE OAKS RANCH by
17 way of use of PROPERTY owned by the DISTRICT as described in Exhibit "B" or as may be added by
18 addendum in the future.
19

20 **4. Alteration or Changes to the Agreement**

21 4.1 The Board of Directors are the only authorized DISTRICT representatives who may at any
22 time, by written order, alter this Agreement. If authorized by the Board of Directors, the General Manager,
23 or his designee, may exercise the option to extend the term period pursuant to the terms of this
24 Agreement and execute amendments to effect the term period extensions.

25 4.2 The General Manager for the District shall be authorized to approve the AOPR submitted
26 by THE OAKS RANCH annually and all other requests which pertain to the fulfillment of this Agreement
27 per the Scope of Work.

28 4.3 The DISTRICT will give THE OAKS RANCH prior written notice of any additional delegation
29 of authority to the General Manager.
30

31 **5. Termination**

32 5.1 DISTRICT may, upon ninety (90) days written notice terminate this Agreement for THE OAKS
33 RANCH's default, if THE OAKS RANCH refuses or fails to comply with the terms of this Agreement or

1 fails to make progress that may endanger performance and does not immediately cure such failure as
2 provided.

3 **5.2** After receipt of notice of termination, THE OAKS RANCH shall:

- 4 a) Have 90 days from receiving the notice to either cure the default or contract to cure such
5 default as soon as such contractor can perform such work; and
- 6 b) Should THE OAKS RANCH fail to cure the default as provided herein, THE OAKS
7 RANCH shall stop all work under this Agreement on the date specified in the notice of
8 termination; and
- 9 c) Transfer to DISTRICT and deliver in the manner reasonably directed by DISTRICT any
10 Materials, reports or other products, then in the possession of THE OAKS RANCH
11 which, if the Agreement had been completed or continued, would have been required to
12 be furnished to DISTRICT.
- 13 d) THE OAKS RANCH, its' assignees, subcontractors, or suppliers shall retain the right and
14 ownership of all capital improvements and such obligation shall transfer to the DISTRICT
15 and or their future assigns until such time that the improvements can be removed or
16 costs thereof be recuperated by the party financially entitled for such improvements.

17 **5.3** THE OAKS RANCH and the DISTRICT may, upon three hundred sixty-five (365) days
18 written notice, terminate this agreement for any reason. THE OAKS RANCH will utilize this time to
19 transfer responsibilities to an acceptable party, approved and designated by the DISTRICT.

20 **5.4** THE OAKS RANCH's rights under this Agreement shall terminate upon dishonesty or a
21 willful or material breach of this Agreement by THE OAKS RANCH; or in the event of THE OAKS
22 RANCH's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

23 **5.5** The rights and remedies of the parties provided in this section shall not be exclusive and
24 are in addition to any other rights and remedies provided by law or this Agreement.

25 **5.6** Upon termination of the contract, THE OAKS RANCH will vacate the PROPERTY,
26 including any residence, and will leave all capital improvements to the PROPERTY in place and in good
27 condition, unless otherwise provided by this agreement.

28
29 **6. Ownership/Use of Contract Materials and Products**

30 All pre-existing contract materials, property or work product shall remain the property of the party
31 providing or contributing such materials except as otherwise provided in this Agreement. THE OAKS
32 RANCH agrees that, subject to the above, all materials, reports or products in any form, including
33 electronic, created by THE OAKS RANCH specifically for DISTRICT, and for which THE OAKS RANCH
34 has been compensated by DISTRICT pursuant to this Agreement, or any improvements made upon the

1 Site that become part of the realty, shall be the sole property of the DISTRICT. The material, reports or
2 products may be used by the DISTRICT for any purpose DISTRICT deems to be appropriate, including,
3 but not limited to, duplication and/or distribution within the DISTRICT or to third parties. THE OAKS
4 RANCH agrees not to release or circulate in whole or part such materials, reports, or products without
5 prior written authorization of the DISTRICT. THE OAKS RANCH shall maintain full rights and ownership
6 of food or other products grown or manufactured on the DISTRICT Site(s) and to all intellectual property
7 rights developed during tenure on DISTRICT Site(s) by THE OAKS RANCH or its subcontractors.

8
9 **7. Conduct of Contractor**

10 7.1 THE OAKS RANCH covenants that it presently has no interest, including, but not limited
11 to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would
12 conflict with THE OAKS RANCH's performance under this Agreement. THE OAKS RANCH further
13 covenants that no person having any such interest shall be employed or retained by THE OAKS RANCH
14 under this Agreement. THE OAKS RANCH agrees to inform the DISTRICT of all THE OAKS RANCH's
15 interests, if any, which are or may be perceived as incompatible with the DISTRICT's interests.

16 7.2 THE OAKS RANCH shall not, under circumstances which could be interpreted as an
17 attempt to improperly influence the recipient in the conduct of his/her duties, accept any gratuity or special
18 favor from individuals or firms with whom THE OAKS RANCH is doing business or proposing to do
19 business, in accomplishing the work under this Agreement. The above notwithstanding, the DISTRICT
20 understands that some activities provided for in this agreement will be carried out initially by volunteers.
21 It is THE OAKS RANCH's intent that wherever practicable, these activities will become privately-owned
22 commercially viable agricultural or training enterprises, operating under contract with THE OAKS
23 RANCH, employing some or all of those volunteers. The DISTRICT agrees that volunteer activity leading
24 to employment and new business development will not be considered a gratuity or special favor under
25 the terms of this contract.

26 7.3 THE OAKS RANCH or its employees shall not offer gifts, gratuity, favors, and
27 entertainment directly or indirectly to DISTRICT employees. The DISTRICT agrees to the same terms
28 and both Parties agree not to recruit for employment or contract, the other Party's employees or
29 contractors, without prior written approval by all persons involved.

30
31 **8. Inspection of Service; Quality Control/Assurance**

32 8.1 All performance (which includes services, workmanship, materials, supplies and
33 equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and
34 test by the DISTRICT or other regulatory agencies upon reasonable notice, no more than once-per-

1 quarter. THE OAKS RANCH shall provide adequate cooperation to any inspector or other DISTRICT
2 representative to permit him/her to determine THE OAKS RANCH's conformity with the terms of this
3 Agreement. If any services performed or products provided by THE OAKS RANCH are not in substantial
4 conformance with the terms of this Agreement, the DISTRICT shall have the right to require THE OAKS
5 RANCH to perform the services or provide the products in conformance with the terms of the Agreement.
6 When the services to be performed or the products to be provided are of such nature that the difference
7 cannot be corrected; the DISTRICT shall have the right to: Require THE OAKS RANCH immediately to
8 take all necessary steps to ensure future performance in conformity with the terms of the Agreement;
9 The DISTRICT may also terminate this Agreement for default and charge to THE OAKS RANCH any
10 costs incurred by the DISTRICT because of THE OAKS RANCH's failure to perform, should THE OAKS
11 RANCH be found responsible for the breach charged.

12 **8.2** THE OAKS RANCH shall establish adequate procedures for self-monitoring and quality
13 control and assurance to ensure proper performance under this Agreement; and shall permit a DISTRICT
14 representative or other regulatory official to monitor, assess, or evaluate THE OAKS RANCH's
15 performance under this Agreement at any time, upon reasonable notice to THE OAKS RANCH.
16

17 **9. Independent Contractor/Employment Eligibility**

18 **9.1** THE OAKS RANCH is, for purposes relating to this Agreement, an independent contractor
19 and shall not be deemed an employee of the DISTRICT. It is expressly understood and agreed that THE
20 OAKS RANCH (including its employees, agents, and subcontractors) shall in no event be entitled to any
21 benefits to which DISTRICT employees are entitled, including but not limited to overtime, any retirement
22 benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no
23 employer-employee relationship between the parties; and THE OAKS RANCH shall hold DISTRICT
24 harmless from any and all claims that may be made against DISTRICT based upon any contention by a
25 third party that an employer-employee relationship exists by reason of this Agreement. It is further
26 understood and agreed by the parties that THE OAKS RANCH in the performance of this Agreement is
27 subject to the control or direction of DISTRICT merely as to the results to be accomplished and not as to
28 the means and methods for accomplishing the results.

29 **9.2** THE OAKS RANCH warrants that it shall make its best effort to fully comply with all federal
30 and state statutes and regulations regarding the employment of aliens and others and to ensure that
31 employees performing work under this Agreement meet the citizenship or alien status requirement set
32 forth in federal statutes and regulations. THE OAKS RANCH shall obtain, from all employees performing
33 work hereunder, all verification and other documentation of employment eligibility status required by
34 federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control

1 Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. THE
2 OAKS RANCH shall retain all such documentation for all covered employees, for the period prescribed
3 by the law.

4 9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended,
5 debarred or otherwise ineligible to participate in the federal programs; or has been convicted of a criminal
6 offense related to the provision of items or services and has not been reinstated in the federal programs
7 after a period of exclusion, suspension, debarment, or ineligibility.

8 9.4 THE OAKS RANCH shall screen prospective covered individuals or entities prior to hire
9 or engagement. THE OAKS RANCH shall not hire or engage any Ineligible Person to provide services
10 directly relative to this Agreement. THE OAKS RANCH shall screen all current covered individuals within
11 sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons
12 unless THE OAKS RANCH has performed such screening on same Covered Individuals under a
13 separate agreement with DISTRICT within the past six (6) months. covered individuals shall be required
14 to disclose to THE OAKS RANCH immediately any debarment, exclusion, or other event that makes the
15 covered individual an Ineligible Person. THE OAKS RANCH shall notify DISTRICT within five (5)
16 business days after it becomes aware if a covered individual providing services directly relative to this
17 Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

18 9.5 THE OAKS RANCH acknowledges that Ineligible Persons are precluded from
19 providing federal and state funded services by contract with DISTRICT in the event that they are
20 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If
21 THE OAKS RANCH becomes aware that a Covered Individual has become an Ineligible Person, THE
22 OAKS RANCH shall remove such individual from responsibility for, or involvement with, DISTRICT
23 business operations related to this Agreement.

24 9.6 THE OAKS RANCH shall notify DISTRICT within five (5) business days if a Covered
25 Individual or entity is currently excluded, suspended or debarred, or is identified as such after being
26 sanction screened. Such individual or entity shall be promptly removed from participating in any activity
27 associated with this Agreement.

28

29 **10. Subcontract for Work or Services**

30 No contract shall be made by THE OAKS RANCH with any other party for furnishing any of the
31 work or services, which shall exceed the sum of \$10,000.00 under this Agreement without the prior written
32 approval of the DISTRICT; but this provision shall not require the approval of contracts of employment
33 between THE OAKS RANCH and personnel assigned under this Agreement, or for parties named in the
34 proposal and agreed to under this Agreement. This Agreement anticipates that THE OAKS RANCH will

1 be subcontracting major portions of the services provided under this Agreement. Prior written approval
2 of such subcontract services agreements or subleases shall not be unreasonably withheld by the
3 DISTRICT. Subcontract services agreements or subleases proposed in the AOPR will be considered
4 approved by the District approval of the AOPR. The first AOPR is attached hereto as Exhibit "C" and
5 deemed approved by the DISTRICT'S execution of this agreement.
6

7 **11. Disputes**

8 **11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is
9 not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating
10 to this Agreement, which is not resolved by the parties, shall be decided by the DISTRICT's Purchasing
11 Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the
12 DISTRICT's Compliance Contract Officer shall be final and conclusive unless determined by a court of
13 competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad
14 faith. THE OAKS RANCH shall proceed diligently with the performance of this Agreement pending the
15 resolution of a dispute. Any appeal is subject to 11.2 below.

16 **11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be
17 referred to a mediation session in Riverside County before a neutral third party mediator. A second
18 mediation session shall be required if the first session is not successful. The parties shall share the cost
19 of the mediations.
20

21 **12. Licensing and Permits**

22 THE OAKS RANCH shall comply with all State or other licensing requirements, including but not
23 limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing
24 requirements shall be met at the time proposals are submitted to the DISTRICT. THE OAKS RANCH
25 warrants that it will obtain all necessary permits, approvals, certificates, waivers and exemptions
26 necessary for performance of this Agreement as required by the laws and regulations of the United
27 States, the State of California, the County of Riverside and all other governmental agencies with
28 jurisdiction, and shall maintain these throughout the term of this Agreement.

29 THE OAKS RANCH shall comply with all State and Local permit requirements in the construction or repair
30 of improvements to the property.
31

32 **13. Non-Discrimination**

33 THE OAKS RANCH shall not discriminate in the provision of services, allocation of benefits,
34 accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race,

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

6
7

8 **14. Records and Documents**

9 THE OAKS RANCH shall make available, upon written request by any duly authorized federal,
10 state, or DISTRICT agency, a copy of this Agreement and such books, documents and records as are
11 necessary to certify the nature and extent of THE OAKS RANCH's costs related to this Agreement. All
12 such books, documents and records shall be maintained by THE OAKS RANCH for at least five years
13 following termination of this Agreement and be available for audit by the DISTRICT, upon reasonable
14 notice, by the DISTRICT. THE OAKS RANCH shall provide to the DISTRICT reports and information
15 related to this Agreement as requested by DISTRICT.

16

17 **15. Administration/Contract Liaison**

18 The DISTRICT General Manager, or designee, shall administer this Agreement on behalf of the
19 DISTRICT. The General Manager, or designee, is to serve as the liaison with THE OAKS RANCH in
20 connection with this Agreement.

21 **16. Notices**

22 All correspondence and notices required or contemplated by this Agreement shall be delivered to
23 the respective parties at the addresses set forth below and are deemed submitted two days after their
24 deposit in the United States mail, postage prepaid:

25	<u>DISTRICT</u>	<u>THE OAKS RANCH</u>
26	RIVERSIDE COUNTY REGIONAL PARK	c/o Dana Rochat
27	AND OPEN-SPACE DISTRICT	President
28	4600 Crestmore Road	PO Box 87
29	Jurupa Valley, CA 92509	Beaumont, CA 92223
30		

31 **17. Force Majeure**

32 If either party is unable to comply with any provision of this Agreement due to causes beyond its
33 reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of
34 war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

35

36 **18. EDD Reporting Requirements**

1 In order to comply with child support enforcement requirements of the State of California, the
2 DISTRICT may be required to submit a Report of Independent Contractor(s) form DE 542 to the
3 Employment Development Department. THE OAKS RANCH agrees to furnish the required data and
4 certifications to the DISTRICT within 30 days when required by the EDD. This data will be transmitted to
5 governmental agencies charged with the establishment and enforcement of child support orders. Failure
6 of THE OAKS RANCH to timely submit the data and/or certificates required may result in the contract
7 being awarded to another contractor. In the event a contract has been issued, failure of THE OAKS
8 RANCH to comply with all federal and state reporting requirements for child support enforcement or to
9 comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall
10 constitute a material breach of Agreement. If THE OAKS RANCH has any questions concerning this
11 reporting requirement, please call (916) 657-0529. THE OAKS RANCH should also contact its local
12 Employment Tax Customer Service Office listed in the telephone directory in the State Government
13 section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

14
15 **19. Hold Harmless/Indemnification**

16 **19.1** THE OAKS RANCH shall indemnify and hold harmless the DISTRICT, County of
17 Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers,
18 Board of Directors, elected and appointed officials, employees, agents and representatives (individually
19 and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage
20 whatsoever, based or asserted upon any acts, omissions, or services of THE OAKS RANCH, its officers,
21 employees, subcontractors, agents or representatives arising out of or in any way relating to this
22 Agreement, including but not limited to property damage, bodily injury, or death or any other element of
23 any kind or nature. THE OAKS RANCH shall defend, at its sole expense, all costs, and fees including,
24 but not limited, to reasonable attorney fees, cost of investigation, defense and settlements or awards, the
25 Indemnitees in any claim or action based upon such alleged acts or omissions.

26 **19.2** With respect to any action or claim subject to indemnification herein by THE OAKS
27 RANCH, THE OAKS RANCH shall, at their sole cost, have the right to use counsel of their own choice
28 and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent
29 of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner
30 whatsoever limits or circumscribes THE OAKS RANCH's indemnification to Indemnitees as set forth
31 herein.

32 **19.3** THE OAKS RANCH's obligation hereunder shall be satisfied when THE OAKS RANCH
33 has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the
34 action or claim involved.

1 **19.4** The specified insurance limits required in this Agreement shall in no way limit or
2 circumscribe THE OAKS RANCH's obligations to indemnify and hold harmless the Indemnitees herein
3 from third party claims.
4

5 **20. Insurance**

6 **20.1** Without limiting or diminishing THE OAKS RANCH's obligation to indemnify or hold the
7 DISTRICT harmless, THE OAKS RANCH shall procure and maintain or cause to be maintained, at its
8 sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects
9 to the insurance section only, the DISTRICT herein refers to the Riverside County Regional Park and
10 Open-Space District, its Divisions, Departments, their respective directors, officers, Board of Directors,
11 employees, elected or appointed officials, agents, or representatives shall name the DISTRICT as
12 Additional Insureds.

13 **A. Workers' Compensation:**

14 If THE OAKS RANCH has employees as defined by the State of California, THE OAKS RANCH
15 shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the
16 State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease
17 with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive
18 subrogation in favor of The DISTRICT.

19 **B. Commercial General Liability:**

20 Commercial General Liability insurance coverage, including but not limited to, premises liability,
21 unmodified contractual liability, products and completed operations liability, personal and advertising
22 injury, and cross liability coverage, covering claims which may arise from or out of THE OAKS RANCH's
23 performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's
24 limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance
25 contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2)
26 times the occurrence limit.

27 **C. Vehicle Liability:**

28 If vehicles or mobile equipment is used in the performance of the obligations under this
29 Agreement, then THE OAKS RANCH shall maintain liability insurance for all owned, non-owned, or hired
30 vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such
31 insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less
32 than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

33 **D. General Insurance Provisions - All lines:**

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

5 2) THE OAKS RANCH must declare its insurance self-insured retention for each coverage
6 required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention
7 shall have the prior written consent of the DISTRICT Risk Manager before the commencement of
8 operations under this Agreement. Upon notification of self-insured retention unacceptable to the
9 DISTRICT, and at the election of the DISTRICT's Risk Manager, THE OAKS RANCH's carriers shall
10 either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the DISTRICT,
11 or 2) procure a bond which guarantees payment of losses and related investigations, claims
12 administration, and defense costs and expenses.

13 3) THE OAKS RANCH shall cause THE OAKS RANCH's insurance carrier(s) to furnish the
14 DISTRICT with either 1) a properly executed original Certificate(s) of Insurance and certified original
15 copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in
16 writing by the DISTRICT's Risk Manager, provide original Certified copies of policies including all
17 Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further,
18 said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that
19 thirty (30) days written notice shall be given to the DISTRICT prior to any material modification,
20 cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification,
21 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the
22 DISTRICT receives, prior to such effective date, another properly executed original Certificate of
23 Insurance and original copies of endorsements or certified original policies, including all endorsements
24 and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in
25 full force and effect. THE OAKS RANCH shall not commence operations until the DISTRICT has been
26 furnished original Certificate (s) of Insurance and certified original copies of endorsements and if
27 requested, certified original policies of insurance including all endorsements and any and all other
28 attachments as required in this Section. An individual authorized by the insurance carrier shall sign the
29 original endorsements for each policy and the Certificate of Insurance.

30 4) It is understood and agreed to by the parties hereto that THE OAKS RANCH's insurance shall
31 be construed as primary insurance, and the DISTRICT'S insurance and/or deductibles and/or self-insured
32 retention's or self-insured programs shall not be construed as contributory.

33 5) If, during the term of this Agreement or any extension thereof, there is a material change in the
34 scope of services; or, there is a material change in the equipment to be used in the performance of the

1 scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years;
2 the DISTRICT reserves the right to adjust the types of insurance and the monetary limits of liability
3 required under this Agreement, if in the DISTRICT Risk Manager's reasonable judgment, the amount or
4 type of insurance carried by THE OAKS RANCH has become inadequate.

5 6) THE OAKS RANCH shall pass down the insurance obligations contained herein to all tiers of
6 subcontractors working under this Agreement unless such subcontractor is covered by THE OAKS
7 RANCH's insurance..

8 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-
9 insurance acceptable to the DISTRICT.

10 8) THE OAKS RANCH agrees to notify DISTRICT of any claim by a third party or any incident or
11 event that may give rise to a claim arising from the performance of this Agreement.

12 9) The increase of the costs of insurance to amount in excess of double the initial cost of insurance
13 under this Agreement shall constitute adequate cause for THE OAKS RANCH to cancel this Agreement
14 upon thirty (30) days written notice to the District.

15 **21. General**

16 21.1 THE OAKS RANCH shall not delegate or assign any interest in this Agreement, whether
17 by operation of law or otherwise, without the prior written consent of DISTRICT. Any attempt to delegate
18 or assign any interest herein shall be deemed void and of no force or effect. .

19 21.2 Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement
20 shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term
21 of this Agreement. Failure on the part of DISTRICT to require exact, full, and complete compliance with
22 any terms of this Agreement shall not be construed as in any manner changing the terms or preventing
23 DISTRICT from enforcement of the terms of this Agreement.

24 21.3 Nothing in this Agreement shall prohibit the DISTRICT from acquiring the same type or
25 equivalent equipment, products, materials or services from other sources for other properties, THE OAKS
26 RANCH when deemed by the DISTRICT to be in its best interest.

27 21.4 The DISTRICT agrees to cooperate with THE OAKS RANCH in THE OAKS RANCH's
28 performance under this Agreement, including, if stated in the Agreement, providing THE OAKS RANCH
29 with reasonable facilities and timely access to DISTRICT data, information, and personnel.

30 21.5 THE OAKS RANCH shall comply with all applicable Federal, State, and local laws and
31 regulations. THE OAKS RANCH will comply with all applicable DISTRICT policies and procedures. In the
32 event that there is a conflict between the various laws or regulations that may apply, THE OAKS RANCH
33 shall comply with the more restrictive law or regulation.

34 21.6 THE OAKS RANCH shall comply with all air pollution control, water pollution, safety and

1 health ordinances, statutes, or regulations, which apply to performance under this Agreement.

2 21.7 THE OAKS RANCH shall comply with all requirements of the Occupational Safety and
3 Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the
4 State of California (Cal/OSHA).

5 21.8 This Agreement shall be governed by the laws of the State of California. Any legal action
6 related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of
7 the State of California located in Riverside, California, and the parties waive any provision of law providing
8 for a change of venue to another location. In the event any provision in this Agreement is held by a court
9 of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
10 continue in full force without being impaired or invalidated in any way.

11 21.9 This Agreement, including any attachments or exhibits, constitutes the entire Agreement
12 of the parties with respect to its subject matter and supersedes all prior and contemporaneous
13 representations, proposals, discussions and communications, whether oral or in writing. This Agreement
14 may be changed or modified only by a written amendment signed by authorized representatives of both
15 parties.

16

[Signature Provisions on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

DISTRICT
RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

4600 Crestmore Rd,
Jurupa Valley, CA 92509

Signature: 
Chairman, Board of Directors

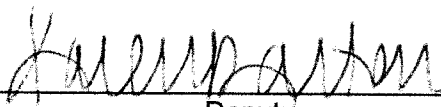
Dated: FEB 26 2019

SERVICE PROVIDER
THE OAKS RANCH,
A California non-profit public benefit
corporation

Signature: Dana Rochat
Dana Rochat
President

Dated: 02-06-2019

ATTEST:
Kecia Harper-~~them~~
Clerk of the Board

By: 
Deputy

(Seal)

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel


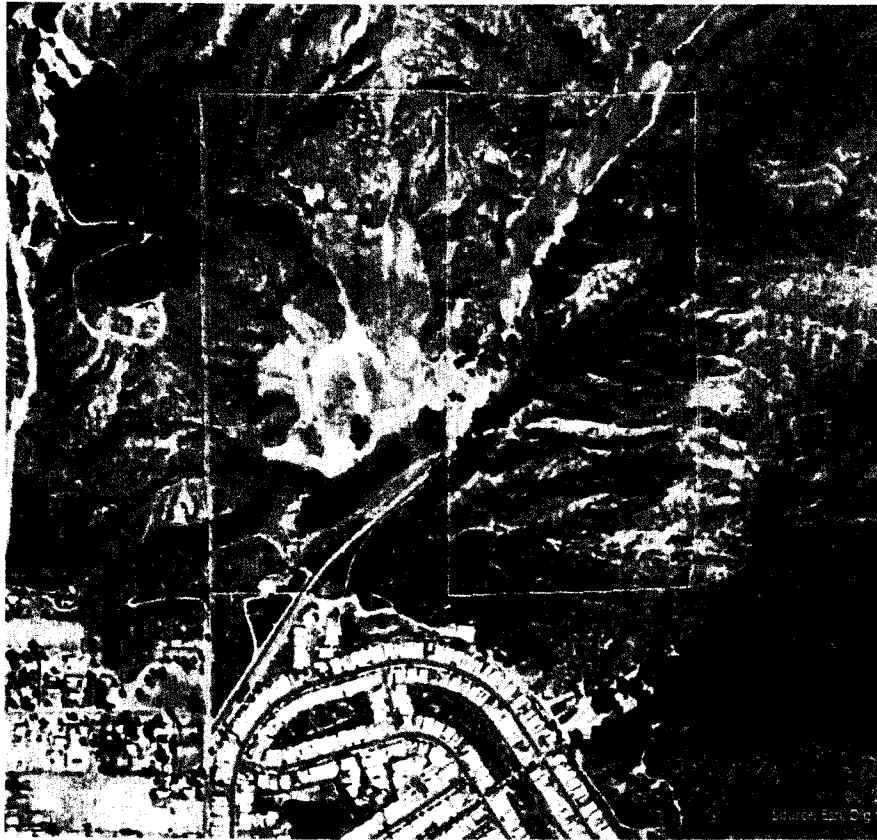
By:  2/13/19
Kristine Bell-Valdez
Supervising Deputy County Counsel

EXHIBIT A: SCOPE OF WORK BOZE RANCH PROPERTY



Cherry Valley, Riverside County, California, USA.

MANAGEMENT STRATEGIES - FIRST YEAR:

1. Immediately start restoration of ranch house for occupancy.
2. Repair existing perimeter t-post fencing and install signage.
3. Identify best grazing areas and weed control.
4. Evaluate trees for health, disease and hazards due to recent fire.
5. Occupy ranch house.
6. Install livestock pens and shade shelter for sheep.
7. Do community outreach with social media and local meetings for announcement of access changes.
8. Apply for therapy pool permits.
9. Improve dirt road created by Cal Fire from Bellflower Avenue for ingress and egress.
10. Start creating public use areas for: training, rehabilitation, education and parking.
11. Create volunteer training for maintenance and public use.

MANAGEMENT STRATEGIES - 2ND THRU 4TH YEARS:

1. Create a schedule for public use with training programs and events.
2. Fundraise to restore office, restroom and garage at former locations.
3. Create additional training areas for rehabilitation and exercise.
4. Increase community outreach with public events.
5. Create individual off-leash area (dog park alternative).
6. Host public community events for local rescues.
7. Host annual fundraising event for facility improvements and barn restoration.

INVASIVE PLANTS AND TREES:

The following directives shall be employed with relationship to invasive plants and trees.

1. Weed and invasive plant control with the use of sheep grazing.
2. Removal of non-native, diseased and dead trees.
3. Removal of poison oak in public use areas.
4. Plant California drought resistant native trees.

FIRE PREVENTION:

The property will be grazed clear of grass and weeds with the use of sheep. Trees will be assessed by an arborist to determine if a tree is hazardous or needs to be removed. Tree trimming and removal will be provided through Cal-Fire from the Oak Glen Conservation Camp.

PUBLIC PROGRAMS AND EVENTS:

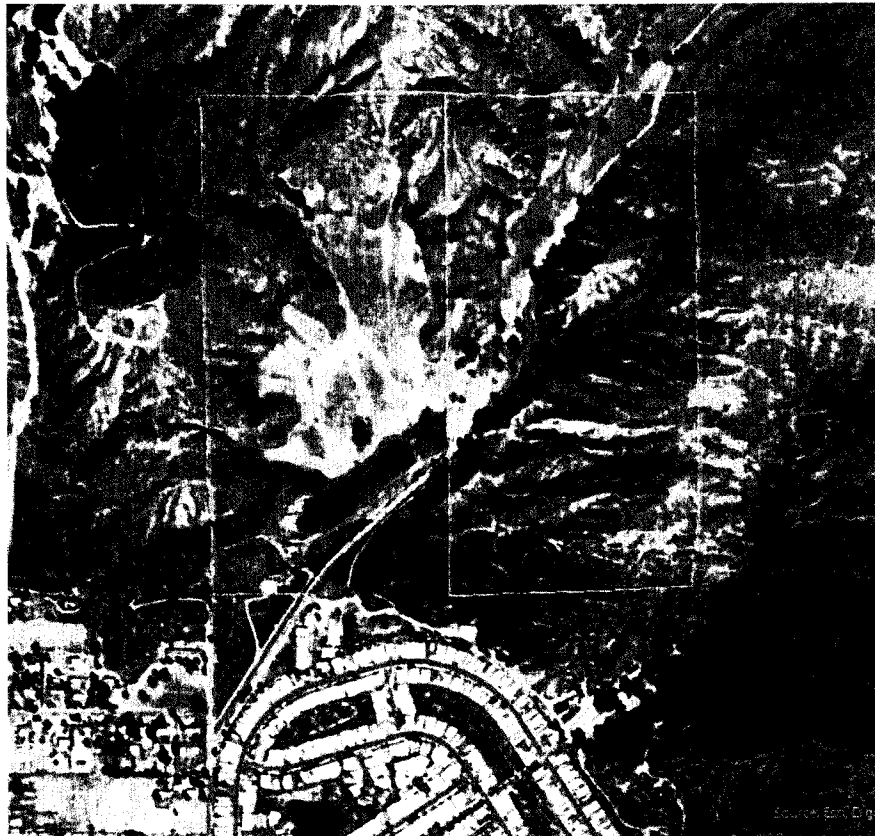
Program examples for the Boze Ranch property include:

1. Group and Private Training - Professional trainers will offer classes on an ongoing basis. A portion of their training fee will be donated to the facility for maintenance and development. Popular classes are: puppy socialization, obedience, Rally, agility, nose work, fly ball, sheep herding and swimming.
2. Meet the Professionals - Partner with local professionals: veterinarians, photographers, groomers and trainers.
3. Community Adoption Days - Collaborate with other nonprofits and shelters in the area for events to support each other, with the goal to get dogs trained and into new homes.
4. Volunteers - Assist with property maintenance, dog training and community events.
5. Fitness for Two - Private and safe exercise areas unlike a dog park for both canines and people to stay healthy.
6. Wet Dogs - Exercise and rehabilitation through swimming.
7. 4H Leadership - Location for meetings, training and agriculture events.

IMPACT STATEMENT:

The Oaks Ranch's primary focus will be creating a destination for the public to enjoy walking alone or with their dogs. The Boze Ranch is a prime location to continue its ranching heritage with sheep as well as offering the community a location to recreate and train dogs. In the Pass area of Riverside County, many people cannot afford the typically long distances travelled for canine training and events. The 4-H community is constantly searching for locations for agriculture meetings and events. The equestrian and mountain biking communities will have better designated trails paralleling the western side of ranch operations. Local businesses such as gas stations, grocery stores and hotels will all benefit from the steady increase of public visitation and events.

ANNUAL OPERATING PLAN AND REPORT BOWES RANCH PROPERTY



Cherry Valley, Riverside County, California, USA.

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INTRODUCTION:

The Boze Ranch is located in Cherry Valley, California and comprises APN: 401-210-009, 401-260-001 and 402-080-010. This operating plan and report addresses the management of the land, improvements to the remaining farmhouse structure, and activities available to the public.

The Oaks Ranch is a California nonprofit 501(c)3 public benefit corporation organized to partner with Riverside County Regional Park and Open Space District to manage the Boze Ranch property.

The Oaks Ranch recognizes the Inland Empire has a need for a location where owners can take their dogs for education, training, exercise and recreation. Other nonprofit rescues are also in need of a location to assist local pet owners and shelters. In addition, the Riverside County 4H program is seeking locations that can accommodate small farm animals for events.

The founder Dana Rochat has lived in the pass area of Riverside County for over 40 years. As a dog show competitor, she has travelled across the United States competing against top professionals in numerous sport venues. Dana's passion for dogs led to helping non-competing dogs and their people in times of need. Creating a nonprofit was the next logical step to serve the community better. The goal of this partnership is to provide programs for the public of all ages.

The Oaks Ranch currently has three volunteer officers and numerous volunteers. Dana Rochat's experience of land management comes from working for The Wildlands Conservancy for 12 years as well as managing her own small ranch with livestock. In addition, she holds a Bachelor's degree in business management from the University of Redlands and a Master's degree in Public Administration.

OUR MISSION:

Our mission is to provide opportunities for training, recreation and events for owners and their dogs.

OUR VISION:

The vision of The Oaks Ranch is to manage the Boze Ranch property as a working ranch, rehabilitate the old farmhouse for living onsite, and provide opportunities for training, recreation and events for owners and their dogs.

MANAGEMENT STRATEGIES - FIRST YEAR:

1. Immediately start restoration of ranch house for occupancy.
2. Repair existing perimeter t-post fencing and install signage.
3. Identify best grazing areas and weed control.
4. Evaluate trees for health, disease and hazards due to recent fire.
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Program examples for the Boze Ranch property include:

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The Oaks Ranch's' primary focus will be creating a destination for the public to enjoy walking alone or with their dogs. The Boze Ranch is a prime location to continue its ranching heritage with sheep as well as offering the community a location to recreate and train dogs. In the Pass area of Riverside County, many people cannot afford the typically long distances travelled for canine training and events. The 4-H community is constantly searching for locations for agriculture meetings and events. The equestrian and mountain biking communities will have better designated trails paralleling the western side of ranch operations. Local businesses such as gas stations, grocery stores and hotels will all benefit from the steady increase of public visitation and events.

BOZE RANCH PHOTOS



Boze Ranch - west side Oak trees post fire July 2017.



Boze Ranch -Farm house February 2018.



Condition of Ranch house February 2018.



Condition of Ranch house February 2018.

AGREEMENT FOR CARETAKER OCCUPANCY OF DISTRICT OWNED HOUSING

THIS AGREEMENT FOR CARETAKER OCCUPANCY OF DISTRICT RESIDENCE is made and entered into this 1 Day of (month), (year), between Riverside County Regional Park and Open-Space District hereinafter referred to as the "DISTRICT", and Dana Rochat for The Oaks Ranch hereinafter referred to as "CARETAKER".

DISTRICT and CARETAKER AGREE AS FOLLOWS:

1. **PROPERTY LOCATION:** The DISTRICT hereby rents to CARETAKER the premises located at Bowes Ranch at Marshall Canyon Road & Bellow Road, Beaumont in the County of Riverside, State of California.

2. **TERM:** The term of this agreement is (date should match the MSA) commencing on (, , , 20) and terminating on (, , , 20). Either party may terminate the Agreement as follows: upon thirty (30) days written notice to the other party (this agreement needs to be linked to the MSA termination rules); CARETAKER fails to comply with any terms or conditions of this Agreement; or DISTRICT otherwise determines that it is no longer appropriate for CARETAKER to occupy the premises. In addition, the DISTRICT General Manager shall have authority to terminate this Agreement upon five (5) days written notice because of compelling circumstances. The termination of the Management Services Agreement between the DISTRICT and CARETAKER shall also terminate this Occupancy agreement. (This statement conflicts with the MSA)

3. **RENT:** CARETAKER shall pay rent in the amount of \$ 0.00 per month to the DISTRICT during the term of this agreement.

4. **NO COMPENSATION:** CARETAKER understands and agrees that such volunteer work is done without compensation; they are not an employee of the DISTRICT or RIVERSIDE COUNTY and are not entitled to any employment or other benefits as a result of volunteer services.

5. PAYMENTS:

**Riverside County Regional Park and Open-Space District
ATTENTION: Parks Finance Department
4600 Crestmore Road
Jurupa Valley, CA 92509**

6. **SECURITY DEPOSIT:** None.

7. **HOLDOVER:** In the event agreement renewal is not obtained timely, CARETAKER must obtain written consent from the DISTRICT to hold possession of the premises on a month to month basis after the expiration of the term of this Agreement, or any extension

thereof. Rent for said holdover tenancy shall be at the amount paid for the last month of the term covered by this Agreement. All other terms and conditions of this Agreement shall remain unchanged.

8. ACCEPTANCE OF PREMISES: By signing this Agreement, CARETAKER represents that he/she has thoroughly inspected premises, accepts the condition thereof and fully assumes any and all risks incidental to the use thereof. Neither DISTRICT nor Riverside County (COUNTY) shall be liable to CARETAKER for any personal injury or property damage suffered by CARETAKER which may result from hidden, latent or other dangerous conditions not caused by the negligence of the DISTRICT or COUNTY, their officers, agents or employees.

9. WAIVER OF CLAIMS: CARETAKER agrees to waive all claims and recourse against the DISTRICT and COUNTY, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incident to CARETAKER'S activities with the DISTRICT, except claims arising from the concurrent or sole negligence of the DISTRICT or COUNTY, their officers, agents and employees.

CARETAKER(S) understand(s) and agree(s) that CARETAKER(S) is/are not covered by nor entitled to any Worker's Compensation coverage, claim and/or benefits for any injury, damage or accident that may arise out of volunteer service. CARETAKER (S) further understand(s) and agree(s) that a CARETAKER will assume all costs and expenses that CARETAKER (S) incur(s) as a result of medical treatment and care for any injuries or damages CARETAKER (S) may suffer during volunteer services.

10. OCCUPANCY: No persons other than CARETAKER and CARETAKER'S immediate family listed on this agreement shall occupy the premises without prior written consent from the DISTRICT. No more than four (4) people, said persons listed on the agreement, shall occupy the site on a full-time basis.

11. ASSIGNMENT AND SUBLETTING: CARETAKER shall not assign this Agreement or any interest therein, and shall not sublet the premises, or any part thereof.

12. COMPLIANCE WITH LAW: CARETAKER shall not use or permit the use of the premises for an illegal or immoral purpose and shall comply with all federal, state, and local laws and ordinances concerning said property and use thereof.

13. SIGNS AND ADVERTISING: CARETAKER shall not erect or display, or permit to be erected or displayed on the premises, any flags, signs or advertising matter of any kind without first obtaining the written consent of the DISTRICT.

14. **UTILITIES:** CARETAKER shall provide and pay for their own utilities and services necessary for the occupancy and use of the premises, including gas, electricity, and private telephone. Where the premises are not equipped with separate metering facilities CARETAKER shall be responsible to pay all utilities.

15. **VEHICLES:** Private vehicles kept at residence must have current registration displayed at all times. CARETAKER will notify DISTRICT immediately when operator's license and/or vehicle insurance are not current.

16. **PETS:** Pet approval will be limited to City regulations as to pet(s). All pets must be domesticated.

Pets must be licensed and vaccinated and otherwise cared for and maintained as required by law. CARETAKER agrees to provide the DISTRICT with evidence of licensing and vaccination annually for the DISTRICT file.

17. **PET SECURITY DEPOSIT:** A \$0.00 pet deposit is required at time of approval.

18. **TAXES AND ASSESSMENTS:** A taxable possessory interest may be created by this Agreement and CARETAKER will be subject to the payment of property taxes levied on such interest. CARETAKER shall pay before delinquent any and all taxes and assessments levied against CARETAKER by reason of CARETAKER'S use and occupancy of the premises.

19. **INDEMNIFICATION:** CARETAKER shall indemnify, hold harmless, and defend DISTRICT and the COUNTY, their officers, agents and employees from and against any and all claims, demands, damages, costs, expenses or liability costs arising out of CARETAKER'S activities with the DISTRICT, except for liability arising out of the or sole negligence of the DISTRICT or COUNTY, their officers, agents or employees.

20. **INSURANCE:** DISTRICT insurance covers fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or DISTRICT'S negligence. DISTRICT'S insurance does not cover CARETAKER'S possessions or CARETAKER'S negligence. CARETAKER is required to obtain renter's insurance policy to cover damage to or loss of their own possessions, as well as losses resulting from their negligence, and provide proof of renters insurance to the DISTRICT.

21. **RIGHT OF INSPECTION:** DISTRICT reserves the right for its agents or employees to enter upon and inspect the premises, including the interior of the residence, at any reasonable time after reasonable notice to ascertain if the CARETAKER is complying with

the provisions of this Agreement, to determine the condition of the premises or to make repairs or perform maintenance.

22. REPAIRS AND MAINTENANCE BY CARETAKER: CARETAKER shall maintain and repair premises as needed. CARETAKER shall keep and maintain the premises in good, safe, clean, and sanitary condition, free and clear of rubbish and litter, properly cultivate, care for, and adequately water the lawn, shrubbery, trees and other ground cover, all to the satisfaction of the DISTRICT, and in compliance with all applicable rules, regulations, ordinances, and laws. CARETAKER shall repair all damages to the premises caused by CARETAKER or CARETAKER'S guests, licenses or invitees; or CARETAKER shall promptly reimburse DISTRICT, if DISTRICT makes the repairs. CARETAKER is to ensure that all maintenance and repairs to the premises are done on CARETAKER'S own time.

23. ALTERATIONS AND IMPROVEMENTS: At CARETAKER'S sole expense, any alterations or improvements made in or to the premises by the CARETAKER shall be subsequent to prior written consent of the DISTRICT General Manager (according to the MSA). CARETAKER shall obtain all necessary permits if required for improvements/alterations. Unless otherwise provided by written agreement between the parties hereto, said alterations and improvements shall be the property of the DISTRICT and shall remain upon and be surrendered with the premises.

24. NOTICES: All notices required under this Agreement, including change of address, shall be in writing and all notices shall be made as follows:

A. All notices to CARETAKER shall be given or mailed to:

**Dana Rochat
PO Box 87
Beaumont, CA 92223**

B. All notices to DISTRICT shall be given or mailed to:

**Riverside County Regional Park and Open-Space District
ATTENTION: Contracts Unit
4600 Crestmore Road
Jurupa Valley, CA 92509**

LIST APPROVED NAMES FROM APPLICATION OF FAMILYMEMBERS THAT WILL BE OCCUPYING THE COUNTY OWNED HOUSING:

Print or Type

Name Relationship to Caretaker

Print or Type

Name Relationship to Caretaker

Print or Type

Name Relationship to Caretaker

Print or Type

Name Relationship to Caretaker

THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES HERETO, AND NO TERM OR PROVISION HEREOF MAY BE CHANGED, WAIVED, DISCHARGED, OR TERMINATED UNLESS STATED IN WRITING AND EXECUTED BY BOTH PARTIES HERETO.

Date: _____

Date: _____

Name: _____
Print or Type

Name: _____
Print or Type

By: _____
Dana Rochat, President
The Oaks Ranch

By: _____
Title: _____
Riverside County Regional Park &
Open-Space District

CARETAKER INFORMATION:

EMERGENCY CONTACT:

Telephone: _____ (Home)

Name: _____

Telephone: _____ (Cell)

Relationship: _____

Mailing Address: _____

Telephone: _____ (Home)

Telephone: _____ (Cell)

Email: _____

Telephone: _____ (Work)

Mailing Address: _____

CHECKLIST: CIRCLE ONE

DATE RECEIVED

DATE OF EXPIRATION

Passed DOJ/Background: Yes / No	_____	N/A
Passed Credit Check: Yes / No	_____	N/A
First month's rent: Yes / No	_____	N/A
Security deposit: Yes / No	_____	N/A
Proof of vehicle insurance: Yes / No	_____	_____
Proof of vehicle registration: Yes / No	_____	_____
Proof of renter's insurance: Yes / No	_____	_____
Pet security deposit: Yes / No	_____	N/A
Proof of pet license: Yes / No	_____	_____
Proof of pet vaccination: Yes / No	_____	_____
Receipt of badge distribution: Yes / No	_____	_____
Receipt of key list distribution: Yes / No	_____	N/A
Receipt of vest distribution: Yes / No	_____	N/A
Signed Possessory Tax Notice: Yes / No	_____	Annually

Comments or additional information:

Exhibit B

Bowes Ranch MSA



Legend

- Parcels
- County Centerline Names
- County Centerlines
- Blueline Streams
- City Areas
- World Street Map

Notes
 401210009, 401260001;
 402-080-010

IMPORTANT: Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.

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