

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



ITEM: 13.1
(ID # 13561)

MEETING DATE:

FROM: Regional Parks and Open Space District:

Tuesday, October 20, 2020

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Adopt Resolution 2020-013 Making Responsible Agency Findings Pursuant to the California Environmental Quality Act (CEQA) For the Upper Santa Ana River Tributaries Restoration Project and Mitigation Reserve Program; Authorization and Approval of Cooperative Agreement with San Bernardino Valley Municipal Water District for the Upper Santa Ana River Tributaries Restoration Project and Mitigation Reserve Program; Districts 1 & 2; [\$268,000] [100% Funded by San Bernardino Municipal Valley Water District] Clerk to File Notice of Determination

RECOMMENDED MOTION: That the Board of Directors:

1. Adopt Resolution 2020-013 Making Responsible Agency Findings Pursuant to California Environmental Quality Act (CEQA) for the Upper Santa Ana River Tributaries Restoration Project and Mitigation Reserve Program;
2. Approve Cooperative Agreement between Riverside County Regional Park & Open-Space District and the San Bernardino Municipal Valley Water District for the Upper Santa Ana River Tributaries Restoration Project and Mitigation Reserve Program;
3. Authorize the Chairman of the Board to execute the same on behalf of Riverside County Regional Park & Open-Space District;
4. Authorize the General manager to approve future contract extensions, as provided for in the agreement, and as approved by County Counsel;
5. Direct the Clerk of the Board to return three (3) copies of the executed Cooperative Agreement to Regional Park & Open-Space District; and
6. Direct the Clerk of the Board to file the Notice of Determination with the County Clerk within five (5) days of approval by the Board.

ACTION: Consent

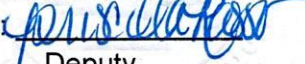

Kyla R. Brown, General Manager 10/5/2020

MINUTES OF THE BOARD OF DIRECTORS

On motion of Supervisor Hewitt, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Abstain: None
Date: October 20, 2020
xc: Parks

Kecia R. 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	\$268,000	\$ 0	\$268,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Funded by San Bernardino Valley Municipal Water District			Budget Adjustment: No	
			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Portions of the Santa Ana River, including six different tributaries, form an identified area for conservation for the Santa Ana sucker, including the Hidden Valley wetlands, outreach facilities at the Louis Robidoux Parkland (formerly known as the Louis Robidoux Nature Center), and the nature center at the Hidden Valley Wildlife Area. Due to the sensitivity of these areas and the inherent risk of proximity to developed cities, additional patrols and effort are needed to mitigate damage from improper land use.

On June 4, 2020, the San Bernardino Valley Municipal Water District (SBVMWD) voted to consider an agreement with the Riverside County Regional Park & Open-Space District (RivCoParks) to protect portions of the Santa Ana River as part of proactive management of SBVMWD's planned tributary restoration and wetland mitigation projects. SBVMWD proposes to provide funding for three (3) full-time positions (2 Rangers, 1 Maintenance Worker), in addition to dumpsters, personal protective equipment, and vehicle expenses for a total of \$268,000 for one (1) year. The success of the first year will determine if the Agreement will continue.

Active presence of Rangers and patrols in marked vehicles, along with uniformed officers, are intended to mitigate improper land use such as dumping, unauthorized camps, use by unauthorized persons, and accidental clearing of vegetation, which would impede SBVMWD's conservation goals.

County Counsel has reviewed and approved the Agreement as to legal form.

Impact on Citizens and Businesses

The planned tributary and wetland mitigation projects proposed by SBVWD include trail components to establish responsible public presence after restoration occurs.

California Environmental Quality Act (CEQA)

As required by State CEQA Guidelines section 15096 and in its limited role as responsible agency under CEQA, RIVCOPARKS hereby approves the Project and Notice of Determination in Compliance with section 21108 of the Public Resources Code.

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

Attachments

Resolution No 2020-013

Notice of Determination


Douglas Cordonez Jr.

10/13/2020


Gregory V. Priamos, Director County Counsel

10/8/2020

1 Board of Directors

Riverside County Regional
Park & Open-Space District

4 RESOLUTION NO. 2020-013

5 RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY REGIONAL PARK
6 AND OPEN-SPACE DISTRICT MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT TO THE
7 CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR UPPER SANTA ANA RIVER
8 TRIBUTARIES RESTORATION PROJECT AND MITIGATION RESERVE PROGRAM

9
10 **WHEREAS,** San Bernardino Valley Municipal Water District (SBVMWD), Cities of Riverside and
11 Jurupa Valley, and the Riverside County Regional Park & Open-Space District (RIVCOPARKS) are
12 proposing Upper Santa Ana River Tributaries Restoration PROJECT and Mitigation Reserve Program
13 (hereinafter "PROJECTS") as shown in Exhibit A (PROJECT Map); and

14
15 **WHEREAS,** SBVMWD and RIVCOPARKS desire to enter into the COOPERATIVE
16 AGREEMENT shown in Exhibit B, to delineate their respective roles and responsibilities for administration
17 of funds and PROEJCT Staff; and

18 **WHEREAS** SBVMWD, in cooperation with RIVCOPARKS, will complete the following
19 PROJECTS: The Upper Santa Ana River Tributaries Restoration PROJECT and Mitigation Reserve Program
20 involves two components that would be implemented by Valley District: the four Santa Ana river tributaries
21 restoration and a Mitigation Reserve Program. The Tributaries Restoration PROJECT would construct and
22 maintain four tributary restoration sited in Riverside County. The four restoration sides are: Anza Creek,
23 Old Ranch Creek, Lower Hole Creek, and Hidden Valley Creek. The Expanded Mitigation Reserve Program
24 Phase II would implement additional restoration activities beyond the footprint of the Tributaries Restoration
25 PROJECT to implement additional restoration opportunities and develop more mitigation credit reserves.

26
27 **WHEREAS** In accordance with the California Environmental Quality Act (CEQA), SBVMWD is
28 the Lead Agency to consider and approve any and all environmental documents required by CEQA for the

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BELL-VALDEZ DATE 10/20/20

1 PROJECTS as part of Upper Santa Ana River Tributaries Restoration PROJECT and Mitigation Reserve
2 Program. RIVCOPARKS is designated as the responsible agency for providing staffing for this PROJECT.

3 **WHEREAS**, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000
4 et seq.) and the State CEQA Guidelines (14 California Code of Regulations, § 15000 et seq.) (“CEQA”), a
5 Notice of Determination on the Final Environmental Impact Report (“FEIR”) for the PROJECT was
6 previously prepared and released by the San Bernardino Valley Municipal Water District (SBVMWD), as
7 the CEQA lead agency, on November 19, 2019 (State Clearinghouse No. 2018071024), and,

8 **WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

9 **NOW, THEREFORE**, the Board of Directors of the Riverside County Regional Park and Open-
10 Space District (“Board”) assembled in regular session on October 20, 2020 in the meeting room of the Board
11 of Directors located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside,
12 California, at or after 9:30 a.m., based upon the evidence and testimony presented on the matter, both written
13 and oral, does hereby resolve as follows:

14 **SECTION 1. Incorporation of Recitals.** The above recitations constitute findings of the Board with
15 respect to the PROJECT and the Agreement and are incorporated herein.

16 **SECTION 2. CEQA Actions**

17 (a) Consideration of the Final Environmental Impact Report and Final Environmental Impact
18 Statement Regarding CEQA/NEPA Compliance. As the decision-making body for RIVCOPARKS, and in
19 RIVCOPARKS limited role as a responsible agency under CEQA, the Board has received, reviewed, and
20 considered the information contained in the Notice of Determination and FEIR for the PROJECT, all
21 comment letters, and other related documents (“Documents”). The Agreement is within the scope of the
22 FEIR, and based on the Board’s review, the Board finds that, as to those potential environmental impacts
23 within the District’s powers and authorities as responsible agency, that the Notice of Determination and FEIR
24 for the PROJECT contain a complete, objective, and accurate reporting of those potential impacts and reflects
25 the independent judgment and analysis of the District.

26 (b) CEQA Findings on Environmental Impacts. In its limited role as a responsible agency
27 under CEQA, the RIVCOPARKS finds that there are no feasible alternatives to the PROJECT which would
28

1 avoid or substantially lessen the PROJECT's potentially significant environmental impacts but still achieve
2 most of the PROJECT's objectives. As such, RIVCOPARKS concurs with the environmental findings
3 adopted by the lead agency, which are incorporated herein by reference, and therefore RIVCOPARKS adopts
4 those findings as its own and incorporates them herein.

5 (c) Adoption of Mitigation Monitoring and Reporting Program. The Board hereby approves
6 and adopts the Mitigation Monitoring and Reporting Program, as it relates to the Agreement, which was
7 prepared for the PROJECTS and approved by the lead agency, that is attached to the environmental findings
8 adopted by the lead agency, which are incorporated herein by reference.

9 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that, as required by State
10 CEQA Guidelines section 15096 and in its limited role as responsible agency under CEQA, RIVCOPARKS
11 hereby approves the PROJECT.

12 **BE IT FURTHER RESOLVED, DETERMIEND AND ORDERED** that the General Manager or
13 their designees is authorized to administer all actions necessary to complete this transaction.

14 **BE IT FURTHER RESOLVED, DETERMIEND AND ORDERED** that the Board of Directors
15 hereby directs the Clerk of the Board to file the Notice of Determination with the Riverside County Clerk
16 and also with the Governor's Office of Planning and Research within five (5) working days of the approval
17 of the PROJECT.

18 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the documents and
19 materials that constitute the record of proceedings on which these findings are based are located at the offices
20 of the Riverside County Regional Park and Open-Spaced District, located at 4600 Crestmore Rd., Riverside,
21 CA 92509.

22 **BE IT FURTHER RESOLVED, DETERMINED AND ORDERED** that the Clerk of the Board
23 shall sign this Resolution to attest and certify to the passage and adoption thereof.

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1 **BOARD OF DIRECTORS**

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

2
3 **RESOLUTION NO. 2020 - 013**

4 **RESOLUTION OF THE BOARD OF DIRECTORS OF THE RIVERSIDE COUNTY REGIONAL
5 **PARK AND OPEN-SPACE DISTRICT MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT
6 **TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR UPPER SANTA ANA RIVER
7 **TRIBUTARIES RESTORATION PROJECT AND MITGATION RESERVE PROGRAM********

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ADOPTED by Riverside County Board of Supervisors on October 20, 2020.

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA R. HARPER, Clerk of said Board

By: *Risalla Passo*
Deputy

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

Notice of Determination

Appendix D

To:

Office of Planning and Research
U.S. Mail: P.O. Box 3044 Sacramento, CA 95812-3044
Street Address: 1400 Tenth St., Rm 113 Sacramento, CA 95814

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

From:

Public Agency: Riverside County Regional Park & Open-Space District
Address: 4600 Crestmore Road Riverside, CA 92509
Contact: Dustin McLain
Phone: 951-955-4102

Lead Agency (if different from above): San Bernardino Valley Municipal Water District
Address: 380 East Vanderbilt Way San Bernardino, CA 92408
Contact: Heather Dyer
Phone: 909-387-9256

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2018071024

Project Title: Upper Santa Ana River Tributaries Restoration Project and Mitigation Reserve Program

Project Applicant: San Bernardino Valley Municipal Water District

Project Location (include county): Cities of Riverside and Jurupa Valley and unincorporated Riverside Co.

Project Description:

The Upper Santa Ana River Tributaries Restoration Project and Mitigation Reserve Program (Proposed Project) involves two components that would be implemented by Valley District: the four Santa Ana river tributaries restoration and a Mitigation Reserve Program. The Tributaries Restoration Project would construct and maintain four tributary restoration sited in Riverside County. The four restoration sides are: Anza Creek, Old Ranch Creek, Lower Hole Creek and Hidden Valley Creek. The Expanded Mitigation Reserve Program Phase II would implement additional restoration activities beyond the footprint of the Tributaries Restoration Project to implement additional restoration opportunities and develop more mitigation credit reserves.

This is to advise that the Riverside County Regional Park & Open-Space District has approved the above (Lead Agency or Responsible Agency)

described project on (date) and has made the following determinations regarding the above described project.

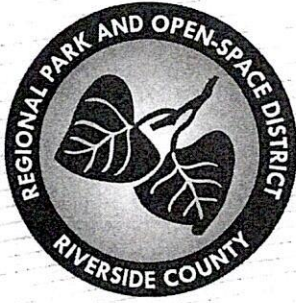
- 1. The project will not have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan was adopted for this project.
5. A statement of Overriding Considerations was adopted for this project.
6. Findings were made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at: 380 East Vanderbilt Way, San Bernardino, CA 92408

Signature (Public Agency): [Signature] Title: SENIOR PARK PLANNER

Date: 10/1/2020 Date Received for filing at OPR:

OCT 20 2020 13.1



Riverside County Regional Park and Open-Space District

Kyla Brown, Parks Director/General Manager | Erin Gettis, Assistant Director

DATE: October 6, 2020
TO: Mary Ann Meyer
FROM: Jeanne McLeod
RE: Accounting String for Internal Charges

Please utilize the accounting string below to charge the Park District for the Notice of Determination fees for the following project:

Upper Santa Ana River Tributaries Restoration Project and Mitigation Reserve Program

FUND	DEPTID	ACCOUNT	PROJECT
25400	931210	537080	

Please provide a copy of the posted journal via email to Parks-Finance@rivco.org

If you have any questions or experience any difficulties in using the above accounting string, please do not hesitate to contact me.

Thank you,

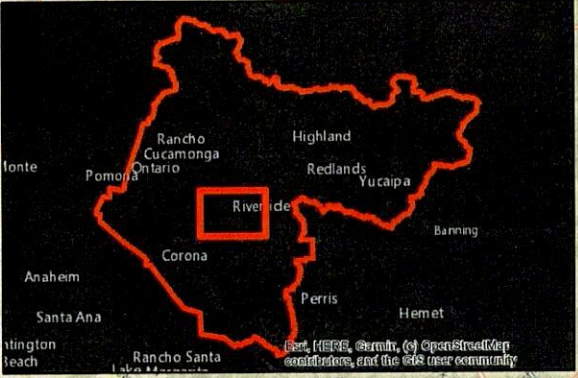
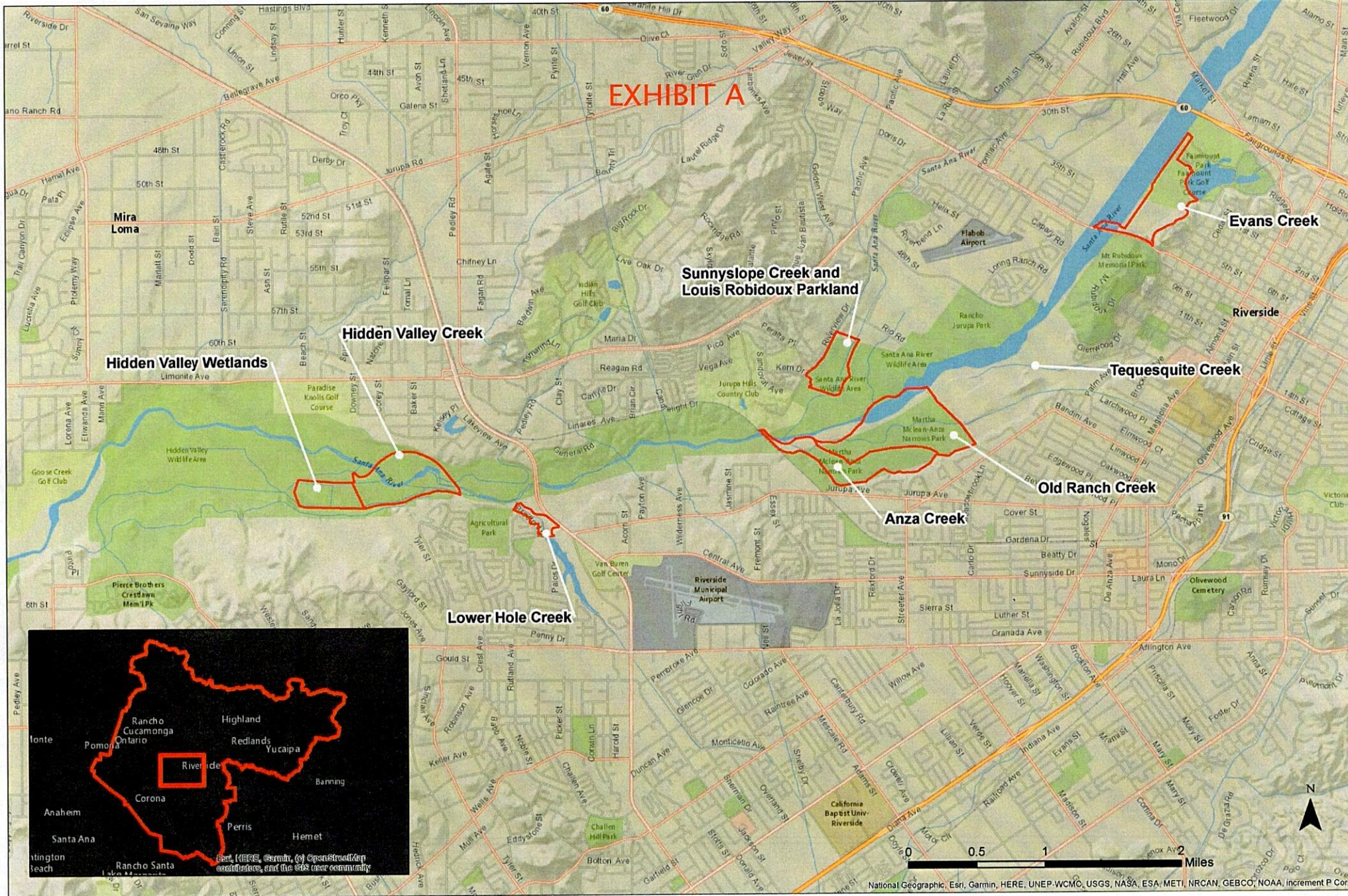
Jeanne McLeod

Contracts and Grants Analyst

(951) 955-3819



EXHIBIT A



**COOPERATIVE AGREEMENT BY AND BETWEEN
RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT
AND SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT FOR THE HIDDEN VALLEY
WILDLIFE AREA AND TRIBUTARY RESTORATION SITES**

THIS COOPERATIVE AGREEMENT ("**Agreement**") is entered into as of _____, 2020 ("**Effective Date**"), by and between the San Bernardino Valley Municipal Water District, a municipal water district ("**VALLEY DISTRICT**"), and the Riverside County Regional Park & Open-Space District, a special district created pursuant to the California Public Resources Code Div.5, Ch.3, Art.3, ("**RIVCOPARKS**"). RIVCOPARKS and VALLEY DISTRICT are sometimes referred to individually as "**PARTY**" and collectively as "**PARTIES**".

RECITALS

A. RIVCOPARKS is a lead agency in enforcement and conservation activities along the Santa Ana River through Riverside County;

B. VALLEY DISTRICT is creating critical habitat improvements along the Santa Ana River which will require oversight and protection from homeless encampments, dumping, and other unwanted activity;

C. The PARTIES desire to maintain and expand Riverside County's reputation as a leader in habitat conservation and restoration; and

D. The PARTIES seek to cooperate to increase the number of park rangers and operational staff in critical habitat conservation sites related to the Upper Santa Ana River Habitat Conservation Plan, and specifically the Hidden Valley Wildlife Area and Tributary Restoration Sites, depicted in Exhibit A, attached hereto and by this reference incorporated herein (the "**PROJECT**").

NOW THEREFORE, in consideration of the mutual promises contained herein, the PARTIES agree as follows:

AGREEMENT

1. RIVCOPARKS shall provide administrative, technical, managerial, human resources, and support services necessary and appropriate to develop and implement the PROJECT, including the funding and employment of not less than two (2) park rangers and one (1) park maintenance worker positions ("**PROJECT STAFF**"), in strict compliance with all applicable federal, state, and local laws and regulations.

2. VALLEY DISTRICT will reimburse RIVCOPARKS in an amount not to exceed Two Hundred Sixty-Eight Thousand Dollars (\$268,000) ("**Maximum Reimbursement**") for costs reasonably incurred by RIVCOPARKS for the funding and employment of PROJECT STAFF in connection with patrols and maintenance of the PROJECT by the PROJECT STAFF within one (1) year from and after the Effective Date. Reimbursable costs will include salaries and benefits commensurate with comparable staff employed by RIVCOPARKS, fuel and vehicle maintenance costs reasonably necessary for the PROJECT STAFF to carry out their functions, personal protective equipment, and other costs associated with patrols, cleanup of unauthorized camps, clearing of vegetation, and general upkeep and management of the PROJECT. RIVCOPARKS will submit one or more invoices to VALLEY DISTRICT, not later than sixty (60) days after the first anniversary of the Effective Date, for all reimbursable costs incurred and for which reimbursement is claimed under this Agreement. VALLEY DISTRICT will pay all undisputed reimbursable costs within thirty (30) days after receipt of any such invoice. RIVCOPARKS acknowledges and agrees that in no event shall PARKS receive or have a claim of any kind for any payment in excess of the Maximum Reimbursement for any costs related to the PROJECT or any PROJECT STAFF under this Agreement.

3. Notwithstanding any provision of this Agreement to the contrary, all PROJECT STAFF shall be employees solely of RIVCOPARKS, and not VALLEY DISTRICT. RIVCOPARKS shall be directly responsible for all salaries, benefits, taxes, and other costs arising out of or related to the employment of all PROJECT STAFF. RIVCOPARKS shall indemnify, defend, and hold harmless VALLEY DISTRICT from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, judgments, fines, penalties, and deficiencies, including reasonable attorneys' fees (collectively, "**Claims**"), arising out of or related to (i) breach of any warranty or representation made by RIVCOPARKS herein; (ii) breach by RIVCOPARKS of any of its obligations under this Agreement; (iii) acts or omissions of

RIVCOPARKS or any of its officers, directors, employees, agents, representatives, affiliates, or independent contractors in the performance of any obligations under this Agreement; or (iv) death, personal injury, bodily injury or property damage caused by RIVCOPARKS or any PROJECT STAFF. RIVCOPARKS indemnification obligations shall continue in full force and effect notwithstanding the expiration or other termination of this Agreement.

4. RIVCOPARKS shall keep and maintain for not less than three (3) years after the last payment received under this Agreement complete and accurate records of all costs associated with the PROJECT and the PROJECT STAFF. Upon reasonable request, RIVCOPARKS shall provide VALLEY DISTRICT with an accounting of all PROJECT and PROJECT STAFF costs, including supporting documentations reasonably requested by VALLEY DISTRICT.

5. The PARTIES hereby acknowledge that RIVCOPARKS shall be deemed to be an independent contractor and shall not be deemed in any way an agent, partner, or joint venturer of VALLEY DISTRICT. RIVCOPARKS acknowledges and agrees that, as an independent contractor, it is solely responsible for the payment of any and all taxes and/or assessments imposed on account of the employment of any PROJECT STAFF.

6. This Agreement contains the entire understanding between the PARTIES and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the PARTIES relating to the subject matter of this Agreement that are not fully expressed herein.

7. This Agreement may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of both PARTIES.

8. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law provision that would apply the laws of any other jurisdiction.

Any action taken to enforce this Agreement shall be maintained exclusively in the Superior Court of San Bernardino County, California. The PARTIES expressly consent to the exclusive jurisdiction of said court and agree that said court shall be the proper venue for any such action.

10. Neither PARTY may assign its rights and obligations hereunder, in part or in whole, to any third party without the prior written consent of the other PARTY, which shall not be unreasonably withheld.

a. The RIVCOPARKS Board of Directors authorizes the General Manger or designee to approve and execute changes, approved by RIVCOPARKS Counsel, to the Agreement that include extending the contract for one (1) additional year term as approved in this Agreement. Such changes shall be mutually agreed upon by and between the RIVCOPARKS General Manager or designee and VALLEY DISTRICT and shall be incorporated in written amendments to this Agreement.

11. Any notice to be given or to be served upon either PARTY hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the PARTY for whom it is intended, at that PARTY'S address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the PARTY for whom it is intended, at that PARTY'S address specified below; or (d) as of the date of electronic mail transmission addressed to the PARTY for whom it is intended, at that PARTY'S electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either PARTY may change the place for the giving of notice to it by thirty (30) days prior written notice to the other PARTY as provided herein.

San Bernardino Valley Municipal Water District
Attn: Heather Dyer, CEO/General Manager
380 East Vanderbilt Way
San Bernardino, CA 92408
E-Mail: heatherd@sbumwd.com

with a copy to:

Varner & Brandt LLP
Attn: Brendan W. Brandt
3750 University Avenue, Suite 610
Riverside, CA 92501
E-Mail: brendan.brandt@varnerbrandt.com

Riverside County Regional Park & Open-Space District
Attn: Planning & Development
4600 Crestmore Road
Jurupa Valley, CA 92509
E-Mail: Parks-Planning@rivco.org

12. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by RIVCOPARKS or VALLEY DISTRICT shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the PARTY that prepared it in its final form.

13. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each PARTY of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1-1633.17) ("**CUETA**") for executing this Agreement. The PARTIES further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature Page Follows]

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT


By: _____
Heather P. Dyer
CEO/General Manager

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT

By: 
Chairman, Board of Directors


ATTEST:

Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
District Counsel

By: 
Kristine Valdez
Supervising Deputy District Counsel