

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



ITEM: 13.2
(ID # 20235)

MEETING DATE:

Tuesday, October 18, 2022

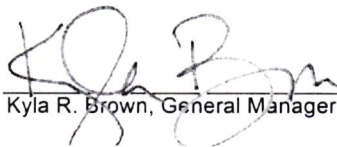
FROM : Regional Parks and Open Space District:

SUBJECT: REGIONAL PARKS AND OPEN SPACE DISTRICT: Approval of Cooperative Agreement with San Bernardino Valley Municipal Water District for the Upper Santa Ana River Tributaries Restoration Project and Mitigation Reserve Program; and amend Ordinance No. 440 Pursuant to Resolution No. 440-9300, CEQA Exempt; Districts 1 and 2. [\$1,083,000 Total Cost - San Bernardino Valley Municipal Water District 100%]

RECOMMENDED MOTION: That the Board of Directors:

1. 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;
2. Authorize the Chairman of the Board to execute the same on behalf of Riverside County Regional Park & Open-Space District;
3. Authorize the General manager to approve future contract extensions, as provided for in the agreement, and as approved by County Counsel;
4. Direct the Clerk of the Board to return three (3) copies of the executed Cooperative Agreement to Regional Park & Open-Space District; and
5. Amend Salary Ordinance No. 440 pursuant to Resolution 440-9300, submitted herewith; and
6. Approve and direct the Auditor-Controller to make the budget adjustment as detailed in the attached Schedule A.

ACTION:Policy, 4/5 Vote Required



Kyla R. Brown, General Manager

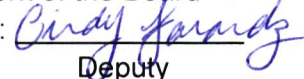
10/4/2022

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Jeffries, seconded by Director Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended and that Resolution 440-9300 is adopted as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: October 18, 2022
xc: Parks, HR

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 361,000	\$ 361,000	\$ 1,083,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: San Bernardino Valley Municipal Water District 100%			Budget Adjustment:	Yes
			For Fiscal Year:	22/23-24/25

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 Rubidoux Parkland (formerly known as the Louis Rubidoux 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 October 20, 2020 per M.O. 13.1, the Board approved a one-year Cooperative Agreement (Agreement) between the Riverside County Regional Park & Open-Space District (RivCoParks) and the San Bernardino Valley Municipal Water District (SBVMWD) to protect portions of the Santa Ana River as part of proactive management of SBVMWD's planned tributary restoration and wetland mitigation projects (Project). The SBVMWD provided funding for three (3) additional full-time staff members for RivCoParks' Open-Space team to monitor and manage sensitive habitat within the Project area. The first year of the Agreement was successful and SBVMWD requests to continue the Agreement for a period of three (3) more years with options to renew. The annual contract amount is \$361,000.

The active presence of Rangers and patrols in marked vehicles, along with uniformed officers, successfully mitigated improper land use such as dumping, unauthorized camps, use by unauthorized persons, and accidental clearing of vegetation, which would have impeded 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. This project will therefore facilitate the eventual construction of additional trails for public use.

California Environmental Quality Act (CEQA)



On October 20, 2020 per M.O. 13.1, RivCoParks adopted a Mitigated Negative Declaration for



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the Project.

ATTACHMENTS:

1. 2022 Cooperative Agreement
2. Schedule A
3. Resolution No 440-9300

 _____ Heydee Koury, Sr Accountant - Auditor	10/7/2022	 _____ Jason Farin, Principal Management Analyst	10/13/2022
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 _____ Michael Bowers, Assistant HR Director	10/7/2022	 _____ Kristine Bell-Valdez, Supervising Deputy County Counsel	10/11/2022
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RESOLUTION NO. 440-9300

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on October 18, 2022, that pursuant to Section 4(a)(ii) of Ordinance No. 440, the Parks Director/General Manager is authorized to make the following listed change(s), operative on the date of approval, as follows:

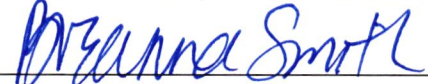
Job Code	+/-	Department ID	Class Title
85029	+2	931170	Park Ranger II - Parks
85027	+1	931170	Park Maintenance Worker - Parks

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: 
Deputy

10.18.2022 13.2

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 September 20, 2022 ("**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 ("**PROJECT**").

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

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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 half (1/2) of a full-time park maintenance worker position ("**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 Three Hundred Sixty-One Thousand Dollars (\$361,000) ("**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 on an annual basis for three (3) years. VALLEY DISTRICT will provide the reimbursement within one (1) year from and after the Effective Date and within one year of the anniversary of the Effective Date for two (2) additional years. 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, and within sixty (60) days of the anniversary for up to 2 additional years, 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. Parties may terminate this Agreement without cause upon 30 days written notice served upon the other party stating the extent and effective date of termination.

8.1 After receipt of the notice of termination, Parties shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to other Party and deliver in the manner as directed by terminating party any materials, reports, or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to a Party.

8.2 After termination, Valley District shall make payment only for RivCoParks performance up to the date of termination in accordance with this Agreement.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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: Bradley Neufeld
3750 University Avenue, Suite 610
Riverside, CA 92501
E-Mail: bradley.neufeld@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

14. 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.

15. 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

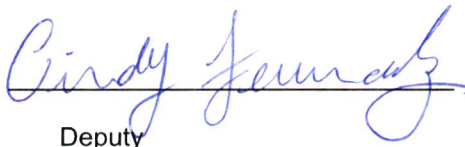
By: _____
Heather P. Dyer
CEO/General Manager

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT


By: 
Chuck Washington
Chair, Board of Directors

ATTEST:

Kecia Harper
Clerk of the Board

By: 
Deputy


APPROVED AS TO FORM:
County Counsel, District Counsel

By: 
Kristine Valdez
Supervising Deputy County Counsel

OCT 18 2022 B.L

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: _____
Kyla Brown
General Manager

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

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SCHEDULE A

REGIONAL PARK AND OPEN-SPACE DISTRICT: 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; CEQA Exempt [\$1,083,000 Fund 25430]

FY22-23

Increase Appropriations:

25430	931170	510040	Regular Salaries	\$	236,000
25430	931170	521420	Maint-Field Equipment	\$	100,000
25430	931170	528260	Field Supplies	\$	25,000

Increase Estimated Revenue:

25430	931170	781560	Contrib Fr Non-County Agencies	\$	361,000
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EXHIBIT A

