

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.8
(ID # 22183)

MEETING DATE:
Tuesday, June 27, 2023

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approve the Funding Agreement for Land Management Partnership Between the Riverside County Flood Control and Water Conservation District and the Riverside County Regional Park and Open-Space District, Five Years (FY 2023-2024 to FY 2027-2028), CEQA Exempt, Districts 1 and 2. [\$5,100,000 Not-to-Exceed Cost - District Funds 100%] (Companion to MT Item 22057)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Funding Agreement is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301, "Existing Facilities", and Section 15304(d), "Minor Alterations to Land";

Continued on Page 2

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 6/14/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 27, 2023
xc: Flood, Park & Open Space
(Companion item:13.4)

Kimberly A. Rector
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the Funding Agreement Between the Riverside County Flood Control and Water Conservation District ("District") and the Riverside County Regional Park and Open-Space District ("Parks");
3. Authorize the Chair of the District's Board of Supervisors to execute the Funding Agreement documents on behalf of the District;
4. Authorize the District's General Manager-Chief Engineer or designee to take all necessary steps to implement the Funding Agreement, including, but not limited to, negotiating, approving and executing any non-substantive and necessary future amendments to the Funding Agreement that do not increase the cost to the District and do not materially change the scope of services, subject to approval as to form of County Counsel;
5. Authorize the General Manager-Chief Engineer, at his sole discretion, to terminate the Funding Agreement, if necessary, in accordance with the terms and conditions of the Funding Agreement; and
6. Direct the Clerk of the Board to return one (1) fully executed Funding Agreement to the District and one (1) fully executed Funding Agreement to Parks.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 1,020,000	\$ 5,100,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: SEE SOURCE OF FUNDS BELOW			Budget Adjustment: No	
			For Fiscal Year: 23/24 – 27/28	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Funding Agreement ("Agreement") sets forth the terms and conditions by which the District will partner with Parks for the management of District lands within and along the Santa Ana River. The District will continue to inspect and maintain the engineered levees along the river, as well as manage vegetation within the river as needed to ensure that critical flood conveyance and protection is provided. Parks will hire and maintain dedicated full time Parks Rangers to otherwise manage and operate these lands to mitigate against unsafe conditions related to unauthorized activities. Therefore, the District will contribute a total not-to-exceed amount of Five Million One Hundred Thousand Dollars (\$5,100,000) over a five-year period for Parks to proactively manage and operate this land.

The District benefits from this partnership by allowing District staff to focus on the critical maintenance of the facility's flood control purposes, while leveraging Parks' extensive experience and expertise in the broader management and operation of similar properties.

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
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County Counsel has approved this Agreement as to legal form. A companion item appears on Park's agenda for this same date.

Environmental Findings

Pursuant to CEQA, the Agreement was determined to be exempt from CEQA under CEQA Guidelines Section 15301, "Existing Facilities", and Section 15304(d), "Minor Alterations to Land". Section 15301 for Existing Facilities consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of use beyond that existing at the time of the Lead Agency's determination. Section 15304(d) consists of Minor Alterations to Land, water and vegetation on existing officially designated wildlife management areas which result in improvement to habitat for fish and wildlife resources. Implementation of the Agreement will facilitate and promote improved water quality and habitat for sensitive and listed species. There are no specific or general exceptions to the use and applicability of the categorical exemptions as detailed under CEQA Guidelines Section 15300.2. The Agreement will not cause any significant impacts to scenic resources, historic resources or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create a significant environmental impact. The Agreement will result in the betterment of water quality and habitat for sensitive and listed species. Based on the details provided in the Agreement, the District has determined that there is no possibility that the activity may have a significant effect on the environment.

Impact on Residents and Businesses

The services provided pursuant to this Funding Agreement will be paid through District ad valorem property tax revenue and entail no new taxes, fees or assessments for these services. Execution of the Agreement imposes no additional impacts to the public and businesses.

Additional Fiscal Information

The District is providing a not-to-exceed amount of \$5,100,000 in funding to Parks. Sufficient funding is included in the District's recommended budget for FY 2023-2024. Additional funding will be included in the proposed budgets for 2024-2025, 2025-2026, 2026-2027, and 2027-2028, as appropriate.

SOURCE OF FUNDS:

25110 947400 536200 - Zone 1 Contribution to Non-County Agency (100%)

ATTACHMENTS:

1. Vicinity Map
2. Funding Agreement

AMR:blm
P8/251429

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



Jason Farin, Principal Management Analyst 6/20/2023



Aaron Gettis, Deputy County Counsel 6/20/2023

FUNDING AGREEMENT
Land Management Partnership
(Fiscal Year 2023-2024 through 2027-2028)

This Funding Agreement ("Agreement"), dated as of June 27, 2023, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the Riverside County Regional Park and Open-Space District, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3 ("PARKS"). DISTRICT and PARKS are individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereto agree as follows:

RECITALS

A. DISTRICT owns or has easement rights to certain real property within the Santa Ana River, located in the cities of Riverside and Jurupa Valley ("PROPERTY"), as shown on Exhibit "A", attached hereto and incorporated herein by this reference. PROPERTY is open space that includes natural riverbed and the engineered Santa Ana River levees. The riverbed and levees work together to provide critical flood conveyance and protection to the residents of Riverside County and the cities of Riverside and Jurupa Valley.

B. PROPERTY is unsafe for occupancy and habitation. Flash floods can occur at any moment, even due to rainfall in distant parts of the watershed extending up into the San Bernardino Mountains, and such floods can be hazardous and deadly to anyone present in the river during such conditions.

C. The middle Santa Ana River, including PROPERTY that is subject to this Agreement, has been listed by the Santa Ana Regional Water Quality Control Board as impaired for bacteria. Furthermore, the California Department of Fish and Wildlife and U.S. Fish and Wildlife Service have documented habitat and the presence of various endangered species, including the Santa Ana Sucker, least Bell's vireo and Santa Ana River woolly-star.

D. Although PROPERTY is not safe for occupation or habitation, some members of the public enter the land for off-road vehicular activities ("OFF-ROAD ACTIVITIES"), and others create encampments where they occupy areas of the river bottom and levees for extended periods throughout the year ("ENCAMPMENTS"). Such OFF-ROAD ACTIVITIES and ENCAMPMENTS are not only a hazard to the occupants due to flooding, but also foster an environment of other hazards.

E. At various times, significant amounts of trash, debris, biological materials, abandoned personal property, hazardous waste and other similar materials ("MATERIALS") accumulate on PROPERTY, often associated with OFF-ROAD ACTIVITIES and ENCAMPMENTS. These MATERIALS impair the flow conveyance within the river and the chemical, biological and habitat integrity of the natural state of PROPERTY.

F. DISTRICT maintains PROPERTY periodically as needed for public safety and flood conveyance purposes. This maintenance typically includes (but is not limited to) inspecting the levees, repairing erosion and damage to the levees and slope protection, and mowing of selected areas of the river bottom to ensure adequate area for flow conveyance.

G. DISTRICT desires to continue to maintain PROPERTY for flood control conveyance, however, the ability to conduct such maintenance can be limited by the presence of ENCAMPMENTS and MATERIALS. DISTRICT has limited staff and resources to address the complexities involved with homelessness and other issues frequently associated with ENCAMPMENTS and associated MATERIALS.

H. PARKS has and maintains staff with experience and expertise in the maintenance of similar properties as well as in preventing and the removal of OFF-ROAD ACTIVITIES, ENCAMPMENTS and MATERIALS in accordance with applicable laws, including connecting those experiencing homelessness with the services and resources that are available to them.

I. PARKS desires to provide services to DISTRICT as defined in this Agreement to proactively manage and operate PROPERTY to mitigate unsafe conditions such as those described above.

J. PARKS has estimated the cost for their services in accordance with this Agreement to be Five Million One Hundred Thousand Dollars (\$5,100,000) over a five-year period.

K. DISTRICT's financial contribution to PARKS for its services shall not exceed the total sum of Five Million One Hundred Thousand Dollars (\$5,100,000) over the term of this Agreement, hereinafter called "DISTRICT TOTAL CONTRIBUTION".

L. Cooperation between the Parties in these matters are in the best interest of the public.

M. The purpose of this Agreement is to memorialize the mutual understandings of the Parties and the payment of DISTRICT TOTAL CONTRIBUTION to PARKS.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and are incorporated into the terms of this Agreement and as follows:

SECTION I

PARKS shall:

1. Upon execution of this Agreement, hire and maintain three (3) to five (5) dedicated full time Parks Rangers to (i) patrol PROPERTY, (ii) identify members of the public that may be establishing or have established ENCAMPMENTS, (iii) identify, map and document the existence and extent of ENCAMPMENTS and MATERIALS and (iv) monitor and prevent illegal OFF-ROAD ACTIVITIES. Parks Ranger patrols will be conducted and documented as described in the Material Removal Procedures in Exhibit "B", attached hereto and made a part hereof.

2. Plan, schedule, coordinate and implement all measures necessary to timely remove ENCAMPMENTS, in accordance with all applicable laws and as further described in Exhibit "B", including, but not limited to, posting appropriate notices, providing all coordination with appropriate agencies to ensure the affected members of the public are connected with available services and resources where required, and implementing the removal.

3. Plan, schedule, coordinate and implement the removal of MATERIALS as further described in Exhibit "B", including physical removal, providing offsite storage where required, and disposal with its own forces or with contractors in accordance with (i) Material Removal Procedures, (ii) PARKS Ordinance No. 328 adopted on April, 21, 1947 and PARKS Administrative Procedure regarding the removal of unlawful campsites, bulky items and personal property and (iii) all applicable federal, state and local laws, rules and regulations.

4. Prior to commencing removal of ENCAMPMENTS and MATERIALS, obtain any permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency. Such documents include, but are not limited to, those issued by the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority, hereinafter called "REGULATORY PERMITS".

5. Prior to commencing removal of ENCAMPMENTS and MATERIALS, secure and maintain, or caused to be secured and maintained, all applicable federal, state or local

permits for handling and the transportation and disposal of hazardous waste, including, but not limited to, the California Vehicle Code, California Highway Patrol Regulations in California Code Regulations ("CCR") Title 13, California State Fire Marshal Regulations in CCR Title 19, United States Department of Transportation Regulations in Title 49, Code of Federal Regulations and U.S. Environmental Protection Agency Regulations in Title 40 Code of Federal Regulations. In addition, PARKS shall comply with the California Health & Safety Code ("H&SC") and CCR Title 22 and the California Medical Waste Management in the H&SC, Sections 117600-118360, hereinafter called "TRANSPORTATION/WASTE HAULING PERMITS". At the request of DISTRICT, PARKS shall provide a copy of the TRANSPORTATION/WASTE HAULING PERMITS.

6. In the event that PARKS needs to obtain any of the REGULATORY PERMITS, ensure that any REGULATORY PERMITS secured by PARKS, including any subsequent renewal or amendments thereto, will not contain or create conditions that (i) impede DISTRICT's ability to perform all necessary operation and maintenance activities for PROPERTY as determined by DISTRICT or (ii) include any stipulations that would result in additional mitigation obligations being placed upon DISTRICT for maintenance operations within DISTRICT's right of way.

7. Designate in writing to DISTRICT the person(s) who shall represent PARKS ("PARKS REPRESENTATIVE") in the coordination and supervision of the removal of ENCAMPMENTS and MATERIALS and the contact information for such representative.

8. PARKS REPRESENTATIVE, its agents and contractors, including any resources, equipment, agencies and law enforcement, may enter PROPERTY either at the request of DISTRICT or upon its own determination that such ENCAMPMENTS and MATERIALS are present on PROPERTY. If PARKS determines ENCAMPMENTS and MATERIALS are on PROPERTY and need to be removed, PARKS shall notify DISTRICT's representative with reasonable written notice following such determination of the location and nature of ENCAMPMENTS and MATERIALS.

9. After the completion of each ENCAMPMENTS and MATERIALS removal, provide a completed report to DISTRICT as described in Exhibit "B" and in the Cleanup Report described in Exhibit "C", and data tracked as shown in Exhibit "D", attached hereto and made a part hereof.

10. On a quarterly basis and within thirty (30) calendar days after the end of the quarter in which PARKS removed ENCAMPMENTS and MATERIALS from PROPERTY,

prepare and submit an itemized invoice to DISTRICT in accordance with the invoice schedule shown in Exhibit "B". PARKS' quarterly invoices shall not exceed DISTRICT TOTAL CONTRIBUTION over the term of this Agreement.

11. Include within all invoices a detailed breakdown of all costs, including, but not limited to, Agreement tracking number, a log of the date range(s) over which the removal of ENCAMPMENTS and MATERIALS were performed, an itemization of labor and hours worked by each unique classification, contractor and associated costs, tonnage of trash/debris and other such documents as may be necessary to establish the actual work performed and associated cost. A copy of the completed report(s) must also be attached to each invoice(s).

12. Comply with the Occupational Safety and Health Administration guidelines for all work on PROPERTY, including for removal and disposal of MATERIALS.

13. Maintain records of the costs incurred in accordance with reasonable accounting standards and agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. PARKS agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

14. Take, or cause its contractor(s) or subcontractor(s) to take, any and all other necessary and reasonable steps to protect themselves and the public from harm due to the work performed on PROPERTY under this Agreement.

SECTION II

DISTRICT shall:

1. By execution of this Agreement, grant PARKS all rights and authority necessary for PARKS, its agents and contractors to enter and operate upon PROPERTY, including any resources, equipment, agencies and law enforcement, for the purposes described in the terms of this Agreement. DISTRICT's General Manager-Chief Engineer shall designate in writing to PARKS the person who shall represent DISTRICT ("DISTRICT REPRESENTATIVE") in the coordination and supervision of the removal of ENCAMPMENTS and MATERIALS and the contact information for such representative.

2. To the extent feasible, coordinate a schedule for DISTRICT and PARKS maintenance on PROPERTY to minimize conflict or overlap with PARKS activities.

3. Upon request from PARKS, assist with determining the necessary REGULATORY PERMITS that must be obtained, if any, prior to the removal of any

ENCAMPMENTS and MATERIALS and may assist with obtaining such REGULATORY PERMITS on a case-by-case basis as determined by DISTRICT REPRESENTATIVE. In the event that PARKS needs to obtain any of the REGULATORY PERMITS, PARKS shall coordinate with DISTRICT in advance of finalizing the permit to ensure that any REGULATORY PERMITS secured by PARKS, including any subsequent renewal or amendments thereto, will not (i) impede DISTRICT's ability to perform all necessary operation and maintenance activities for PROPERTY as determined by DISTRICT or (ii) include any stipulations that would result in additional mitigation obligations being placed upon DISTRICT or PROPERTY.

4. Continue to inspect, operate and maintain all aspects of PROPERTY as it deems appropriate, except for those activities specifically delegated to PARKS in this Agreement.

5. Notify PARKS of any objections to invoices within thirty (30) calendar days of receipt of the invoice to DISTRICT. In the event PARKS determines that a charge was billed incorrectly, an addendum to the invoice in question shall be provided, and DISTRICT shall be reimbursed or credited for the amount incorrectly charged.

6. After the end of the quarter in which PARKS performed services in accordance with this Agreement and within forty-five (45) calendar days after receipt of PARKS invoice, pay PARKS as set forth in Section I.10. DISTRICT shall not pay interest or finance charges on any outstanding balance(s).

7. Reserve the right, including the County of Riverside or any of their duly authorized representative(s), to review and to copy any records and supporting documentation pertaining to the performance of this Agreement.

SECTION III

It is further mutually agreed:

1. PARKS Activities. PARKS shall use PROPERTY solely as specified in this Agreement and shall not use it for any other purpose whatsoever. PARKS use of PROPERTY will not at any time be a source of danger to or interference with any other activities on PROPERTY.

2. Payment of DISTRICT CONTRIBUTION. Notwithstanding any other provision herein for this Agreement, DISTRICT TOTAL CONTRIBUTION shall not exceed a total sum of Five Million One Hundred Thousand Dollars (\$5,100,000) and shall be used by

PARKS solely for providing services as specified in this Agreement. No additional funding whatsoever shall be provided by DISTRICT for any subsequent scope extensions, unless mutually agreed to in writing.

3. Contingency. DISTRICT intends to continue to budget the required funds to support this Agreement for its entire term, however, the obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT TOTAL CONTRIBUTION as set forth herein. In the event such funds are not forthcoming for any reason, DISTRICT shall immediately notify PARKS in writing and either discuss adjustments in the scope of services or initiate termination of the Agreement as described in Section III.5.ii.

4. Prevailing Wage. All contracted workers shall be paid not less than the general prevailing rate of wages and benefits for work of a similar character in the locality in which the work is performed, as provided in Labor Code Sections 1770 et seq. Pursuant to the Labor Code, DISTRICT has obtained for the Board of Supervisors of DISTRICT from the Director of the Department of Industrial Relations, State of California, the determinations of general prevailing rates of per diem wages applicable to the work and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, apprentices and similar purposes for each craft, classification or type of workman needed, as set forth on the schedule, which is on file at DISTRICT office and which will be made available to any interested person upon request.

5. Term and Termination.

i. The term of this Agreement shall commence upon its full execution by the authorized delegates of all Parties and shall terminate at the completion of the fifth full fiscal year following execution, unless terminated sooner.

ii. PARKS or DISTRICT's General Manager-Chief Engineer may terminate this Agreement with no less than ninety (90) calendar days written notice to the other Party stating the extent and effective date of termination ("Notice of Termination").

iii. In the event this Agreement is terminated, PARKS shall stop all work under this Agreement on the date specified in the written Notice of Termination. DISTRICT shall not reimburse for costs incurred after the termination date and shall make payment for all services performed in accordance with this Agreement to the date of termination, a total amount which bears the same ratio to the total maximum fee otherwise payable under this Agreement.

6. Indemnification of PARKS.

i. PARKS shall indemnify, defend and hold harmless DISTRICT and County of Riverside (including each of their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives) (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any acts, omissions or services of PARKS or PARKS independent contractor(s) and subcontractor(s), its officers, employees, agents or representatives arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of PARKS or PARKS independent contractor(s) and subcontractor(s), its officers, employees, agents or representatives ("Indemnitors") from this Agreement. PARKS or PARKS independent contractor(s) and subcontractor(s) shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

ii. With respect to any action or claim subject to indemnification herein by PARKS or PARKS contractor(s), PARKS or PARKS contractor(s) shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim without the prior consent of DISTRICT and the County of Riverside, provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes PARKS or PARKS contractor(s) indemnification to Indemnitees as set forth herein.

iii. PARKS or PARKS contractor(s) obligation hereunder shall be satisfied when PARKS or PARKS contractor(s) has provided to DISTRICT and the County of Riverside the appropriate form of dismissal relieving DISTRICT and the County of Riverside from any liability for the action or claim involved.

iv. The specified insurance limits required in this Agreement shall in no way limit or circumscribe PARKS contractor(s) obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

v. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve PARKS contractor(s) from indemnifying the Indemnitees to the fullest extent allowed by law

7. Indemnification of DISTRICT. DISTRICT shall indemnify, defend, save and hold harmless PARKS (including its officers, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT's (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) actual or alleged acts or omissions related to this Agreement, resulting in any manner from the access to and its operation and maintenance activities of PROPERTY or failure to comply with the requirements of this Agreement.

8. Risks. There are inherent risks associated with the work described herein, including, but not limited to, contact with potentially threatening or dangerous ENCAMPMENTS, animals, exposure to MATERIALS that may be considered hazardous and other risks associated with work in a natural riverbed and on PROPERTY. DISTRICT makes no warranty as to the safety or condition of the PROPERTY, and PARKS understands the risks associated with the work described. PARKS shall be solely responsible for ensuring the safety of their personnel, equipment and contractors during the performance of their obligations under this Agreement, including implementing all appropriate preventative safety measures, including providing training, providing personal protective equipment and other measures as necessary.

9. Insurance. Without limiting or diminishing each Party's obligation to indemnify or hold the other harmless as required within this Agreement, DISTRICT and PARKS acknowledge that as public agencies each shall maintain insurance or a program of self-insurance that reasonably protects their respective operations. Each Party shall maintain and cover the cost of its own programs of insurance or self-insurance.

10. Modification. The DISTRICT's General Manager-Chief Engineer and the PARKS Manager are hereby authorized to amend this Agreement, only upon the written consent of the Parties hereto for the limited purpose of (i) updating PROPERTY as shown in Exhibit "A" and (ii) revising the specific tasks, procedures and/or reporting set forth in Exhibits "B", "C" and "D".

11. No Third-Party Beneficiary. The provisions of this Agreement are solely for the benefit of the Parties and not for the benefit of any third party. Accordingly, no third party shall have any right or action based on the provisions of this Agreement

12. Pledge. The Parties hereto each pledge to cooperate in regard to their respective responsibilities under this Agreement.

13. Waiver. Any waiver by DISTRICT or by PARKS of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or PARKS to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT or PARKS from enforcement hereof.

14. Governing Law. This Agreement is to be construed in accordance with the laws of the State of California.

15. Venue. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

16. Notices. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class United States mail, postage prepaid, effective on the second business day following deposit in the United States mail, to the following addresses:

To
DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Chief of Operations

To PARKS: RIVERSIDE COUNTY REGIONAL PARK AND
OPEN-SPACE DISTRICT
4600 Crestmore Road
Jurupa Valley, CA 92509
Attn: Robert Williams, PARKS Manager
Rowilliams@rivco.org

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

18. No Assignment. Neither PARKS nor DISTRICT shall assign this Agreement without the written consent of the other Party. Any attempt to delegate or assign any interest herein shall be deemed void and of no effect.

19. Survival of Termination. Upon termination or expiration of this Agreement, each Party's rights and obligations with respect to Indemnification (Sections III.6

and III.7) and any other provisions which by their nature should survive termination or expiration of this Agreement shall so survive.

20. Entire Agreement. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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[Signatures on Following Pages)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

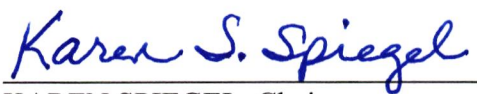
6/27/23

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By 
JASON E. UHLEY
General Manager-Chief Engineer


By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
AARON C. GETTIS
Supervising Deputy County Counsel

By 
Deputy

(SEAL)

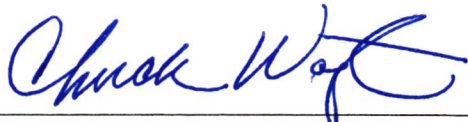
Funding Agreement – Riverside County Regional Park and Open-Space District
Land Management Partnership
(Fiscal Year 2023-2024 through 2027-2028)
AMR:rlp
06/08/23

JUN 27 2023 11.8/13.4

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

RECOMMENDED FOR APPROVAL:

By 
KYLIA BROWN
General Manager/ Parks Director

By 
CHUCK WASHINGTON, Chair
Riverside County Regional Park and
Open-Space District Board of Supervisors

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

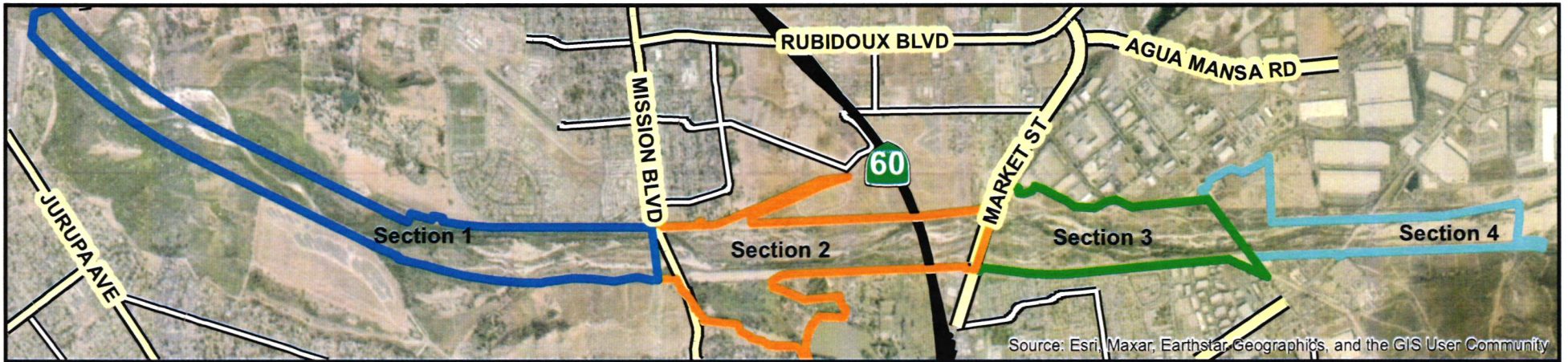
By 
Deputy

(SEAL)

Funding Agreement – Riverside County Regional Park and Open-Space District
Land Management Partnership
(Fiscal Year 2023-2024 through 2027-2028)
AMR:rlp
06/08/23

JUN 27 2023 11.8/13.4

EXHIBIT A



SECTION 1 APNs

189-110-014, 187-210-007,
187-210-002, 187-090-009,
187-080-015, 187-080-014,
187-080-012, 187-080-010,
187-080-002, 187-080-001,
187-020-005, 187-020-001,
186-270-012, 186-270-006,
186-270-004, 181-220-016,
181-220-015, 181-220-010,
181-220-009, 181-220-008,
181-220-007, 181-220-006,
181-220-002

SECTION 2 APNs

178-290-008, 178-290-011,
178-290-010, 178-050-031,
178-050-045, 178-050-018,
178-050-007, 178-290-007,
178-050-008, 179-270-001,
179-310-002, 179-310-001,
179-310-004, 179-340-004,
179-310-005, 179-340-002,
179-340-001, 179-310-003,
179-320-020, 179-330-008,
179-340-003, 179-330-009,
181-220-007, 187-080-001,
207-190-009, 207-190-005,
207-190-010, 207-190-007,
179-270-024, 179-320-017,
207-190-006, 207-230-096,
207-190-008, 181-220-016,
187-020-005, 207-070-001,
207-070-005, 207-090-011,
207-060-001, 207-060-012,
207-021-006, 207-050-002,
207-090-013, 207-090-001,
207-050-001, 207-021-007,
207-060-002, 207-042-041,
179-340-005, 207-060-009,
207-082-016, 179-320-042,
181-220-002, 207-190-003,
179-320-034, 179-320-019,
179-320-021, 178-290-001

SECTION 3 APNs

178-350-018, 178-350-024,
178-360-008, 178-350-026,
178-050-010, 178-050-046,
178-050-013, 178-050-031,
178-050-045, 178-050-034,
178-050-018, 178-050-033,
178-050-007, 178-360-005,
178-050-008, 178-050-011,
178-350-025, 207-210-042,
207-230-096, 207-230-089,
246-260-065, 206-331-013,
206-331-012, 206-331-011,
206-331-010, 206-331-009,
206-331-008, 206-331-007,
206-331-006, 206-331-005,
207-210-031, 207-210-032,
207-210-033, 207-210-034,
207-210-035, 207-230-001,
207-230-002, 207-230-003,
207-230-004, 207-230-005,
207-230-006, 207-230-007,
207-230-008, 207-230-009,
207-230-010, 207-230-011,
207-230-012, 207-230-013,
207-230-014, 207-230-015,
207-230-016, 207-230-017,
207-230-018, 207-230-030,
207-230-031, 207-230-032,
178-050-009, 178-350-015,
178-350-014, 178-350-013,
178-350-027

SECTION 4 APNs

SAN BERNARDINO COUNTY
PARCELS
260-091-123, 277-022-242,
277-021-111, 277-021-108,
277-021-117, 277-021-104,
277-021-105, 260-131-111,
277-011-124

Santa Ana River

RCFC&WCD Parcels



EXHIBIT B

SCOPE OF SERVICES

1) Patrol Activities will include:

- Establish a patrol schedule with coverage within all four sections of the PROPERTY (see Exhibit A). A team designated of PARKS staff, including rangers, maintenance workers, and/or other positions deemed necessary to perform patrols will ensure no sections are neglected. Certain areas that are heavily concentrated with large amounts of encampments and vehicles will require more time and resources. PARKS will communicate with the DISTRICT any potential challenges in these areas; implementing and adjusting as warranted a patrol schedule sufficient to deter the establishment of ENCAMPMENTS on the PROPERTY.
- Making contact with members of the public encountered within the PROPERTY. As warranted, inform people encountered on the PROPERTY of the hazards of staying in the river bottom, applicable laws, and ordinances, advise them that they cannot remain on the PROPERTY, and where appropriate offer to connect them with appropriate resources and programs if they are experiencing homelessness.
- Conducting and maintaining an up-to-date map-based inventory and database of all ENCAMPMENTS; including at minimum the dates, number of individuals, MATERIALS, and potentially hazardous conditions within PROPERTY. Include geolocated photos.
- Working with the DISTRICT to create a prioritization system for addressing ENCAMPMENTS, and MATERIALS within each section as identified in Exhibit "A".
- Monitor and deter illegal activities and access of unauthorized motor and off-road vehicles.

2) Coordination Activities

- Coordinate with local law enforcement to enforce applicable laws and regulations, report criminal activity, and remove and prevent violations and other hazards on the PROPERTY.
- Coordinate with County departments and other entities as appropriate to connect persons experiencing homelessness with appropriate resources and programs. Use and prepare maps data of individuals contacted within the PROPERTY as a tool to coordinate and provide updates to DISTRICT, local law enforcement, contractors, and other applicable agencies and service providers.

- Coordinate with local fire authorities as needed. Create maps at least annually with updated information of encampments located within the PROPERTY to update local fire authorities of immediate dangers to homeless during fire season.
- Assist and aid agencies by providing access to the Santa Ana River bottom.
- Engage regularly with individuals residing in area to coordinate appropriate social service linkages such as housing, workforce, behavioral, mental, and or substance abuse services.
- Participates in all County-led homeless response meetings such as the Community Partnership Meeting (CES) and activities concerning the Santa Ana River.
- Coordinate with the DISTRICT coordinator to provide quarterly reports as described in Item 7 "Reporting" and provide at least 72-hour notice for all scheduled ENCAMPMENTS and MATERIALS removals on PROPERTY.

3) ENCAMPMENT Actions

- When ENCAMPMENTS are encountered, PARKS will complete their Santa Ana River (SAR) Encampment Questionnaire as shown in Exhibit "D" to document resident occupancy levels, household composition including animals, housing-type (e.g., tents, underground structures, makeshift structures, and vehicles), and potential safety risks or hazards.
- Post and serve Notices to Vacate, taking geolocated and date-stamped photos of the notices near tents and updating information on PARKS maps. These photos serve as documentation that the encampments were properly served notice to vacate.
- Conduct all noticing, coordination, scheduling, and work necessary to remove ENCAMPMENTS from the PROPERTY in accordance with applicable law.

4) Materials Identification

- a) Upon a determination that MATERIALS are impacting PROPERTY, PARKS staff shall conduct a site visit and document MATERIALS present and develop a strategy for administering and completing the cleanup.
- b) PARKS will track the following data upon such determination:
 - A map depicting the location(s) and extent of MATERIALS;
 - The corresponding coordinates of the location(s);
 - MATERIALS involved (e.g., electronic waste, oil/grease, human waste/sewage, household products, trash, fuel, chemicals, weapons/ammunition, sharps/medical waste).
 - If hazardous materials are present or suspected, incorporate the assessment and estimated costs as described in Section 5 below;
 - Approximate quantities of MATERIALS;
 - Whether proposed MATERIALS removal requires vegetation clearing;
 - Initial photographs of MATERIALS;

- Description of photographs such as posting notices, looking upstream and downstream of identifiable objects or ENCAMPMENTS;
- Whether PARKS intends to perform the removal of the MATERIALS by its own forces or by procurement of a contractor;
- Estimated cost to complete the MATERIALS removal; and,
- Proposed starting date(s), time(s) and duration of MATERIALS removal.

5) Hazardous Materials Assessment and Removal

- a) If MATERIALS encountered on PROPERTY include or are suspected to include items that are hazardous and require special handling or disposal, a specialized contractor may be enlisted to provide an assessment and estimate for the cleanup, and for actual performance of the removal and disposal of those items.

6) Removal of Materials

- a) Following approval by the DISTRICT REPRESENTATIVE of the plan, costs, and schedule for conducting the removal:
- PARKS shall coordinate and implement the MATERIALS removal for non-hazardous materials in accordance with appropriate procedures, including PARKS's Administrative Procedure regarding the Removal of Unlawful Campsites, Bulky Items, and Personal Property, and safety guidelines once the necessary permits are obtained and all required regulatory notifications are completed.
 - PARKS shall remove MATERIALS determined to be hazardous either through their own forces or through an appropriate contractor that is trained and licensed for the removal of such materials.
- b) PARKS shall track and document the volume/tonnage and truck loads of MATERIALS removed, both for documentation within the applicable quarterly report and for invoicing. Data shall also be tracked in an appropriate map-based database to facilitate future reporting and analysis of trends and hot spots.

7) Reporting

PARKS will provide a quarterly Encampments Cleanup Reports as shown in Exhibit "C" after each cleanup. Additionally, PARKS will provide reports based on the data tracked and collected in their Encampments Questionnaire database per 4 b) and as shown in Exhibit "D".

8) Invoicing

PARKS shall submit invoices and reports to DISTRICT in accordance with the schedule below.

Quarter	Start	End	Invoice Due Date
First Quarter	July 1	September 30	October 31
Second Quarter	October 1	December 31	January 31
Third Quarter	January 1	March 31	April 30
Fourth/Final Accounting Quarter	April 1	June 30	July 31

In addition, the invoice shall include a detailed breakdown of all costs, including but not limited to:

- The Funding Agreement tracking number;
- Date of the invoice;
- The date(s) of the MATERIALS removal;
- An itemization of PARKS's labor and hours worked by each unique classification;
- Contractor(s), subcontractor(s), and associated costs; and
- Other such documents as may be necessary to establish the actual cost of the MATERIALS removal.

EXHIBIT C

Encampment Cleanup Report



DATE: _____	TIME: _____
CONTACT PERSON: _____	PHONE: _____

SITE LOCATION: _____
PARCEL NO: _____
NEAREST CROSS STREET: _____ CITY: _____ ZIP: _____
IS THE ENCAMPMENT LOCATED IN A WATERCOURSE OR CHANNEL: <input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENCAMPMENT DIRECTLY DISCHARGING INTO RECEIVING WATERS: <input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENCAMPMENT DIRECTLY DISCHARGING TO A STORM DRAIN: <input type="checkbox"/> YES <input type="checkbox"/> NO
SUBSTANCES INVOLVED: <input type="checkbox"/> Electronic Waste <input type="checkbox"/> Oil/Grease <input type="checkbox"/> Human Waste/Sewage <input type="checkbox"/> Paint <input type="checkbox"/> Household Products <input type="checkbox"/> Trash <input type="checkbox"/> Fuel (Gas/Diesel/Jet A) <input type="checkbox"/> Chemicals <input type="checkbox"/> Other _____
APPROXIMATE QUANTITIES (Gallons/Units/Tons): _____ _____ _____
INVESTIGATION DETAILS: _____ _____ _____ _____ _____
PHOTOS TAKEN BEFORE AND AFTER: <input type="checkbox"/> YES <input type="checkbox"/> NO [include photos]
PHOTO DESCRIPTIONS: _____ _____ _____
OTHER AGENCIES CONTACTED: <input type="checkbox"/> HazMat Team <input type="checkbox"/> RWQCB <input type="checkbox"/> EPA <input type="checkbox"/> Dept. of Fish & Wildlife <input type="checkbox"/> County Environmental Health Services <input type="checkbox"/> Other _____

ACTION TAKEN: _____ _____ _____
INVOICE NO: _____ DATE: _____ AMOUNT: _____
NAME: _____ AGENCY: _____
SIGNATURE: _____ DATE: _____

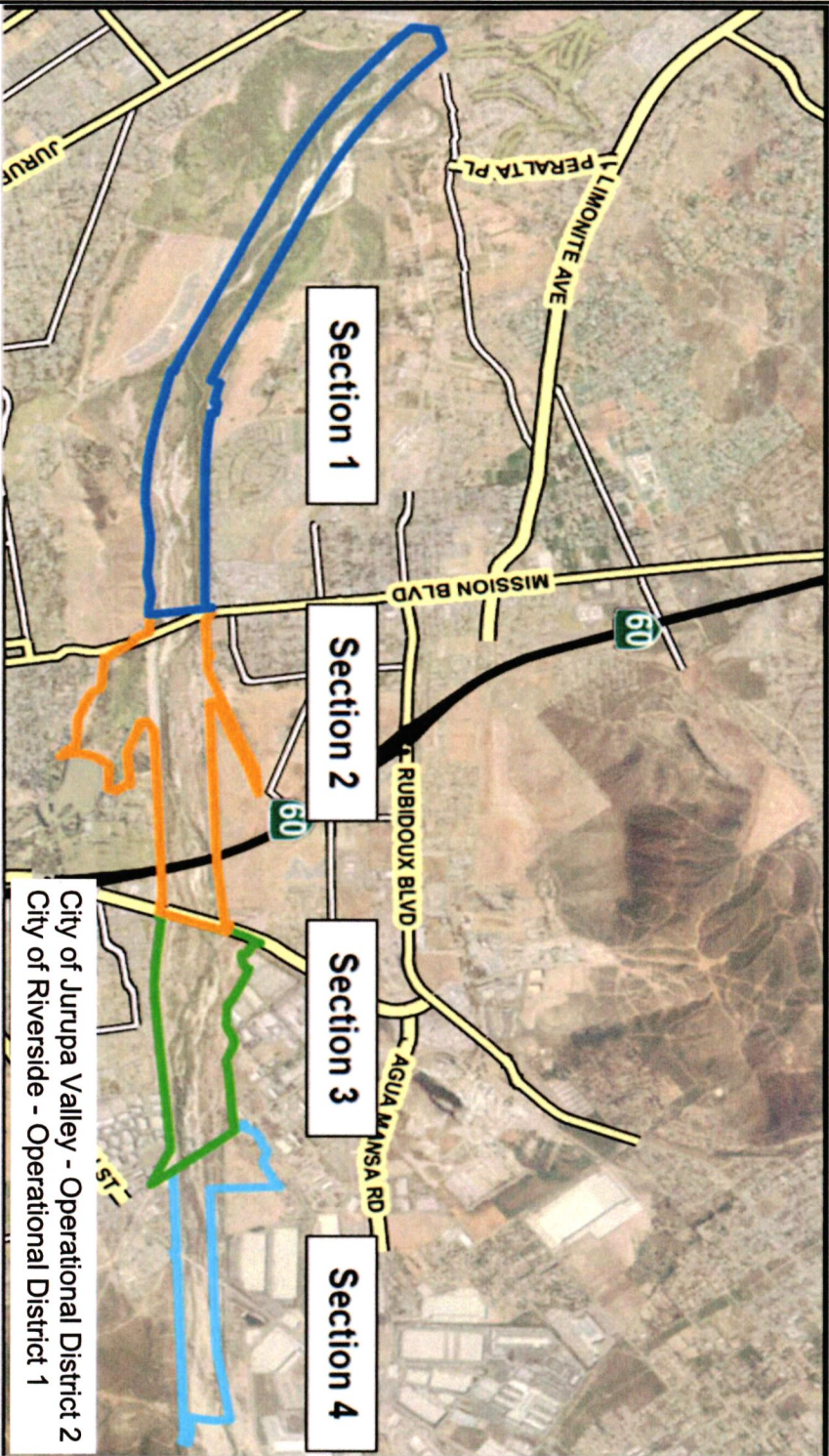
EXHIBIT D

ENCAMPMENT QUESTIONNAIRE

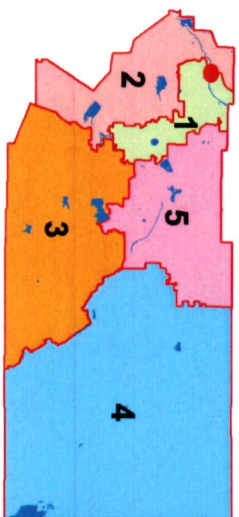
Encampment	
No location	Hostile
<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  <p>Take Photo</p> </div> <div style="text-align: center;">  <p>Attach</p> </div> </div>	No Value
# of Individuals	Individuals Name
No Value	Management Unit
Children Present	Notes
No Value	Reporting Agency
Date Noted	No Value
January 31, 2022	Services Offered
Date Served	No Value
No Value	Trash Removed Tons
Date Trash Removed	No Value
No Value	Veteran Status
Dogs Present	No Value
No Value	
Emergency Services Needed	
No Value	



VICINITY MAP



City of Jurupa Valley - Operational District 2
 City of Riverside - Operational District 1



Legend

-  Project Vicinities
-  Supervisorial Districts

Description

Land Management Partnership
 Santa Ana River

