

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



ITEM: 16.2
(ID # 30156)

MEETING DATE:
Tuesday, April 14, 2026

FROM : Regional Parks and Open Space District

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of the Amended and Restated 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. 440-9528, CEQA Exempt; Districts 1 and 2. [\$3,053,760 Total Cost – 100% Regional Park & Open-Space District Fund 25400] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the Amended and Restated Cooperative Agreement between the 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 Chair of the Board of Directors to execute the Amended and Restated Cooperative Agreement on behalf of the District;
3. Authorize the General Manager to approve future contract extensions, as provided for in the agreement, and approved as to form by County Counsel;
4. Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9528, submitted herewith;
5. Approve and direct the Auditor-Controller to make the budget adjustment as detailed in the attached Schedule A; and
6. Direct the Clerk of the Board to return three (3) copies of the executed Amended and Reinstated Cooperative Agreement to the District.


ACTION:4/5 Vote Required, Policy


Kyla R. Brown, General Manager 3/26/2026

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: April 14, 2026
xc: Parks

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,017,920	\$ 1,017,920	\$ 3,053,760	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100 % Regional Park & Open-Space District Fund 25400			Budget Adjustment:	YES
			For Fiscal Year:	25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Portions of the Santa Ana River and six of its tributaries are designated conservation areas for the Santa Ana sucker. These areas include the Hidden Valley wetlands, the outreach facilities at Louis Rubidoux Parkland (formerly the Louis Rubidoux Nature Center), and the nature center at the Hidden Valley Wildlife Area. Because of the ecological sensitivity of these sites and their proximity to developed urban areas, additional patrols and proactive management efforts are necessary to prevent damage from improper land use.

On October 20, 2020, under M.O. 13.1, the Board approved a one-year Cooperative Agreement between the Riverside County Regional Park & Open-Space District (District) and the San Bernardino Valley Municipal Water District (SBVMWD) to protect the Santa Ana River in support of SBVMWD's tributary restoration and wetland mitigation projects. SBVMWD funded three full-time Open-Space staff positions to monitor and manage sensitive habitat during the initial one-year Cooperative Agreement.

Following a successful first year, the Board approved a new three-year Cooperative Agreement (Agreement) on October 18, 2022, under M.O. 13.2. This Agreement continued project support and provided funding for two Park Rangers positions and one-half of a full-time Park Maintenance Worker position. The ongoing presence of uniformed Rangers conducting patrols in marked vehicles has effectively reduced illegal dumping, unauthorized encampments, trespassing, and vegetation clearing, helping to protect conservation objectives.

The District and SBVMWD now propose to amend and reinstate the Agreement to extend it for an additional three years and increase annual funding to \$1,017,920, equaling \$3,053,760 over the term of the extension. This funding will continue to support two Park Ranger positions, reallocate funding for an existing Park Ranger position, add one additional Park Ranger position, and increase the Park Maintenance Worker position from half-time to fully funded, bringing the total to four Park Rangers and one fully funded Park Maintenance Worker.

Resolution No. 440-9528 and the Amended and Reinstated Cooperative Agreement have been approved as to form by County Counsel.

Impact on Residents and Businesses

SBVMWD's tributary restoration and wetland mitigation projects include trail components that will be established only after restoration is complete to encourage responsible public use. As a

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STATE OF CALIFORNIA**

result, the project will support the future development of additional trails for public access once restoration activities have concluded.

Additional Fiscal Information

The services and positions provided from the funding pursuant to these agreements will be paid for solely by SBVMWD.

Schedule A details the increased appropriations and class titles.

ATTACHMENTS

- A. Amended and Reinstated Cooperative Agreement
- B. Resolution No. 440-9528
- C. Schedule A


Brett Austin, Supervising Accountant

3/30/2026


Douglas Cardonez Jr.

4/6/2026


Tami Douglas-Schatz, Director of Human Resources

3/26/2026


Aaron Gettis, Chief Deputy County Counsel

4/3/2026

1 RESOLUTION NO. 440-9528

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on April 14, 2026, that pursuant to Section 4(a)(ii) of Ordinance No. 440, the
5 Parks Director/General Manager - Parks is authorized to make the following listed change(s), operative on
6 the date of approval, as follows:

7
8

<u>Job Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
85043	+ 1	931170	Park Ranger I - Parks

9
10
11 ROLL CALL:

12 Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez

13 Nays: None

14 Absent: None

15 Abstain: None

16
17 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on
18 the date therein set forth.

19
20 KIMBERLY A. RECTOR, Clerk of said Board

21 
22 By: _____
23 Deputy

24
25
26
27 /kc
03/19/2026
28 440 Resolutions\KC

AMENDED AND RESTATED 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 AMENDED AND RESTATED COOPERATIVE AGREEMENT ("**Agreement**") is entered into as of APR 14, 2026 ("**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 entered into a Cooperative AGREEMENT, DATED September 20, 2022 ("Original Agreement"), whereby RIVCOPARKS agreed to provide certain professional services related to enforcement and conservation activities within the Hidden Valley Wildlife Area and Tributary Restoration Sites. ("**PROJECT**"); and
- E. The Parties now desire to amend and restate the Original Agreement to increase the number of funded positions, Maximum Reimbursement, and extend the Term of Services as described herein.

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

AGREEMENT

1. Recitals; Defined Terms. The Recitals are material to this Amended Agreement, and by this reference are hereby incorporated herein. For purposes of this Amended Agreement, all capitalized terms shall have the meanings given to such terms in the Cooperative Agreement, unless such terms are otherwise defined herein.

2. TERM. The term of the agreement begins on September 20, 2025, and will continue until June 30, 2029, and shall automatically terminate when the Compensation Amount has been spent, unless terminated earlier.

3. 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 four (4) park rangers and one (1) of a full time park maintenance worker, and approximately one tenth (10%) Natural Resources Manager positions ("**PROJECT STAFF**"), in strict compliance with all applicable federal, state, and local laws and regulations.

4. VALLEY DISTRICT will reimburse RIVCOPARKS in an amount not to exceed One Million, Seventeen Thousand, Nine Hundred Twenty Dollars (\$1,017,920) annually, for a total of Three Million, Fifty Three Thousand Seven Hundred Sixty Dollars (\$3,053,760) ("**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.

5. 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.

6. 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.

7. 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 ventures 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.

8. 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.

9. 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.

10. 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.

10.1 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.

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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@sbvmwd.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

16. 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.

17. 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 Dyer, MS, MBA
Heather P. Dyer
CEO/General Manager

Digitally signed by Heather Dyer, MS, MBA
Date: 2026.04.10 14:34:14 -07'00'

RIVERSIDE COUNTY REGIONAL PARK & OPEN-SPACE DISTRICT

By: Jose Medina
Jose Medina
Chair, Board of Supervisors

ATTEST:

Kimberly Rector
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:

County Counsel, District Counsel

By: [Signature]
Kristine Valdez
Supervising Deputy District Counsel

SCHEDULE A

REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of the Amended and Reinstated Cooperative Agreement with San Bernardino Valley Municipal Water District; Districts 1 & 2. [\$3,053,760 Total Cost - Fund 25430 - San Bernardino Valley Municipal Water District 100%]

FY25-26

Increase Appropriations:

25430	931170	510040	Regular Salaries	\$	1,017,920
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Increase Estimated Revenue:

25430	931170	790600	Contrib Fr Other County Funds	\$	1,017,920
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