

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



ITEM: 14.4
(ID # 30594)

MEETING DATE:
Tuesday, July 14, 2026

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 (Fiscal Year 2026-2027 to 2030-2031), CEQA Exempt per CEQA Guidelines Sections 15301 and 15304(d), District 5. [\$3,300,000 Not-to-Exceed Cost – District Funds 100%] Companion Item to MT Item No. 30683

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";
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;

Continued on Page 2

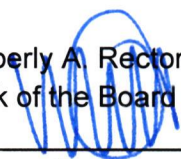
ACTION:Policy


Claudia Padres, ASST CHIEF FLOOD CONTROL ENG 6/10/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Medina and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

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

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

(Companion Item 16.5)

**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:

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 fully executed Funding Agreement to the District and one fully executed Funding Agreement to Parks.
- 7.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$660,000	\$3,300,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 25140 947460 536200 - Zone 4 Contribution to Other Non-County Agency (100%)			Budget Adjustment: No	
			For Fiscal Year: 26/27-30/31	

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 San Jacinto 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 Park 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 Three Million Three Hundred Thousand Dollars (\$3,300,000) 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.

County Counsel has approved this Agreement as to legal form. A companion item appears on Parks agenda for this same date.

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

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 \$3,300,000 in funding to Parks. Sufficient funding will be included in the District's Zone 4 budget for FY 2026/2027. Additional funding will be included in the proposed budgets for 2027/2028 through 2030/2031, as appropriate.

ATTACHMENTS:

1. Vicinity Map
2. Funding Agreement

AMR:blj
P8/269528

  
Douglas Cordonez Jr. 7/9/2026


Aaron Gettis, Chief Deputy County Counsel 6/11/2026

FUNDING AGREEMENT
Land Management Partnership
(Fiscal Year 2026-2027 through 2030-2031)

This Funding Agreement ("Agreement"), dated as of JUL 14 2026, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and 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 San Jacinto River, located in the cities of Perris, San Jacinto, and the unincorporated area of western Riverside County. Services will be provided within the unincorporated area of western Riverside County and the City of San Jacinto ("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 San Jacinto River levees. The riverbed and levees work together to provide critical flood conveyance and protection to the residents of the County of Riverside, and the City of San Jacinto.

B. PROPERTY is unsafe for occupancy and habitation. Flash floods can occur at any moment, even due to rainfall in distant parts of the river's headwaters in Santa Rosa and San Jacinto Mountains, and such floods can be hazardous and deadly to anyone present in the river during such conditions.

C. The San Jacinto 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 ("CDFW") and the

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

JUL 14 2026

14.4 / 16.5

U.S. Fish and Wildlife Services ("USFWS") have documented habitat and presence of various covered species.

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 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 material ("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 both preventing and removal of OFF-ROAD

ACTIVITIES, ENCAMPMENTS, and MATERIALS in accordance with applicable laws, including connecting individuals 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 Three Million Three Hundred Thousand Dollars (\$3,300,000) over a five-year period.

K. DISTRICT's financial contribution to PARKS for its services shall not exceed the total sum of Three Million Three Hundred Thousand Dollars (\$3,300,000) 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; and

M. The purpose of this Agreement is to memorialize the mutual understandings of the Parties and the payment of DISTRICT 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 two dedicated full-time Parks Rangers and a Park Maintenance Worker to (i) patrol and maintain PROPERTY; (ii) identify individuals that may be establishing or have established an ENCAMPMENT; (iii) identify, map, and document the existence and extent of ENCAMPMENTS and MATERIALS, and (iv) monitor and prevent illegal OFF ROAD ACTIVITIES. Park Rangers patrols will be conducted

and documented as described in the Material Removal Procedures on 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 individuals 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) County of Riverside 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 USFWS, U.S. Army Corps of Engineers, California Regional Water Quality Control Board, CDFW, 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 are not limited to, the California Vehicle Code, CHP Regulations in California Code Regulations ("CCR") Title 13, the 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 and Safety Code ("HSC") and CCR Title 22 and the California Medical Waste Management in the HSC, 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", both of which are attached hereto and made a part hereof.

10. On a quarterly basis, and within thirty calendar days after the end of the quarter in which PARKS removed ENCAMPMENTS and MATERIALS from PROPERTY, PARKS shall prepare and submit an itemized invoice to DISTRICT in accordance with the invoice schedule shown on 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 ("OSHA") 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 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 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 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 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 Three Million Three Hundred Thousand Dollars (\$3,300,000); 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's TOTAL CONTRIBUTION, as set forth herein. In the event that 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 on July 1, 2026, 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 no less than ninety 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 DISTRICT by 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 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 PARKS by 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 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 ("PPE"), 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. DISTRICT's General Manager-Chief Engineer and 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 stopping 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: Helio Takano, Chief of Operations Division
htakano@rivco.org

To PARKS: RIVERSIDE COUNTY PARKS AND OPEN SPACE
4600 Crestmore Road
Jurupa Valley, CA 92509
Attn: Dustin McLain, PARKS Manager
Dmclain@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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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

JUL 14 2026

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,
a body corporate and politic**

By 
for JASON E. UHLEY
General Manager-Chief Engineer

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

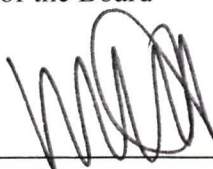
APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By 
RYAN YABKO
Deputy County Counsel

By 
Deputy

(SEAL)

Funding Agreement – Riverside County Regional Park and Open-Space District
Land Management Partnership
(Fiscal Year 2026-2027 through 2030-2031)
AMR:drh
05/13/26

RECOMMENDED FOR APPROVAL:

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

By _____
KYLA BROWN
General Manager/Parks Director

By _____
JOSE MEDINA, Chair
Riverside County Regional Park and Open
Space District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By _____
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By _____
Deputy
(SEAL)

Funding Agreement – Riverside County Regional Park and Open-Space District
Land Management Partnership
(Fiscal Year 2026-2027 through 2030-2031)
AMR:drh
05/13/26

EXHIBIT A

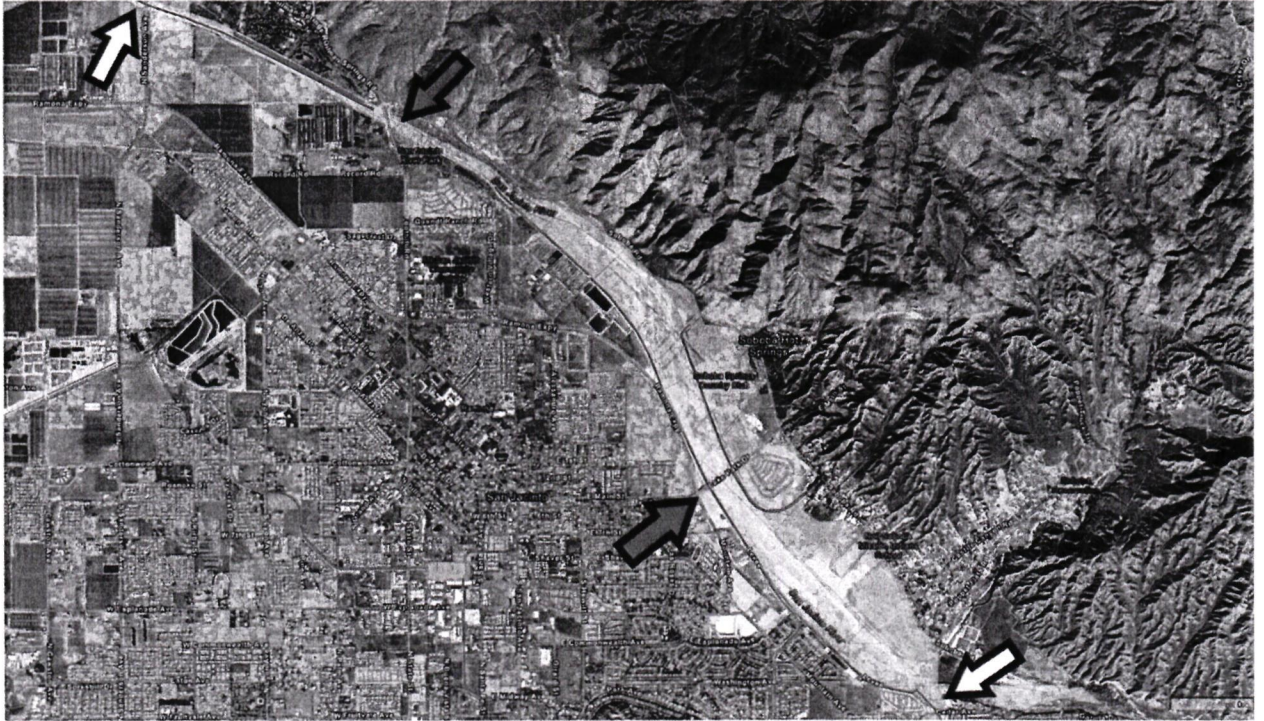


EXHIBIT B

SCOPE OF SERVICES

1. Patrol Activities will include:

- Establish a patrol schedule with coverage within all four sections of 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 Flood any potential challenges in these areas; implementing and adjusting as warranted a patrol schedule sufficient to deter the establishment of OFF-ROAD ACTIVITIES and ENCAMPMENTS on PROPERTY.
- Making contact with individuals encountered within PROPERTY. As warranted, inform individuals encountered on PROPERTY of the hazards of staying in the river bottom, applicable laws and ordinances, advise them that they cannot remain on 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 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. Maintenance Activities:

- PARKS shall perform general maintenance activities on PROPERTY as needed to support public safety, environmental stewardship, and operational requirements. Such activities may include, but are not limited to, erosion control, minor repairs, debris removal, and other tasks necessary to preserve the integrity and functionality of PROPERTY. The specific type, timing, and extent of maintenance shall be determined by PARKS in coordination with DISTRICT, and may be adjusted based on site conditions, regulatory requirements, or requests from DISTRICT.

3. 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 PROPERTY.
- Coordinate with County departments and other entities as appropriate to connect individuals experiencing homelessness with appropriate resources and programs. Use and prepare Maps data of individuals contacted within 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 PROPERTY to update local fire authorities of immediate dangers to individuals during fire season.
- Assist and aid agencies by providing access to the San Jacinto River.

- Engage regularly with individuals 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 San Jacinto River ("SJR").
- Coordinate with DISTRICT COORDINATOR to provide quarterly reports as described in Item 7 "Reporting" and provide at least 72-hour notice for all scheduled ENCAMPMENT and MATERIALS removals on PROPERTY.

4. Encampment Actions:

- When an ENCAMPMENT is encountered, PARKS will complete their SJR Homeless Encampment Questionnaire as shown in Exhibit "D" to document occupancy levels, structure 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 ENCAMPMENTS were properly served notice to vacate.
- Conduct all noticing, coordination, scheduling and work necessary to remove ENCAMPMENTS from PROPERTY in accordance with applicable law.

5. MATERIALS IDENTIFICATION

- a) Upon 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. A map depicting the location(s) and extent of MATERIALS;
 - b. The corresponding coordinates of the location(s);
 - c. MATERIALS involved (e.g., electronic waste, oil/grease, human waste/sewage, household products, trash, fuel, chemicals, weapons/ammunition, sharps/medical waste);
 - d. If hazardous materials are present or suspected, incorporate the assessment and estimated costs as described in Section 5 below;
 - e. Approximate quantities of MATERIALS;
 - f. Whether proposed MATERIALS removal requires vegetation clearing;
 - g. Initial photographs of MATERIALS;
 - h. Description of photographs such as posting notices, looking upstream and downstream of identifiable objects or ENCAMPMENTS;
 - i. Whether PARKS intends to perform the removal of MATERIALS by its own forces or by procurement of a contractor;
 - j. Estimated cost to complete MATERIALS removal;
 - k. Proposed starting date(s), time(s), and duration of MATERIALS removal.

6. 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.

REMOVAL OF MATERIALS

- a) Following approval by DISTRICT representative of the plan, costs, and schedule for conducting the removal:
 - a. PARKS shall coordinate and implement 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.
 - b. 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.

REPORTING

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

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:

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

EXHIBIT C

Transient 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 ☐ YES ☐ NO		
IS THE ENCAMPMENT DIRECTLY DISCHARGING INTO RECEIVING WATERS: ☐ YES ☐ NO		
IS THE ENCAMPMENT DIRECTLY DISCHARGING TO A STORM DRAIN: ☐ YES ☐ NO		
SUBSTANCES INVOLVED: ☐ Electronic Waste ☐ Oil/Grease ☐ Human Waste/Sewage ☐ Paint ☐ Household Products ☐ Trash ☐ Fuel (Gas/Diesel/Jet A) ☐ Chemicals ☐ Other _____		
APPROXIMATE QUANTITIES (Gallons/Units/Tons): _____		
INVESTIGATION DETAILS: _____		
PHOTOS TAKEN BEFORE AND AFTER: ☐ YES ☐ NO [include photos]		
PHOTO DESCRIPTIONS: _____		
OTHER AGENCIES CONTACTED: ☐ HazMat Team ☐ RWQCB ☐ EPA ☐ Dept. of Fish & Wildlife ☐ County Environmental Health Services ☐ Other _____		

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

EXHIBIT D

HOMELESS ENCAMPMENT QUESTIONNAIRE

Homeless Encampment

No location



Take Photo



Attach

Hostile

No

Individuals Name

of Individuals



Management Unit

Children Present

Notes

Date Noted

January 31, 2022

Reporting Agency

Date Served

Services Offered

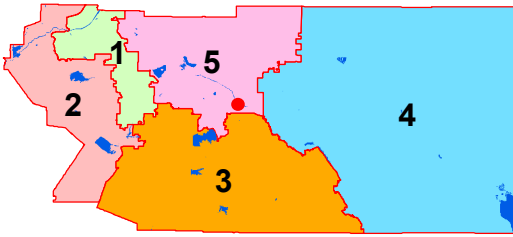
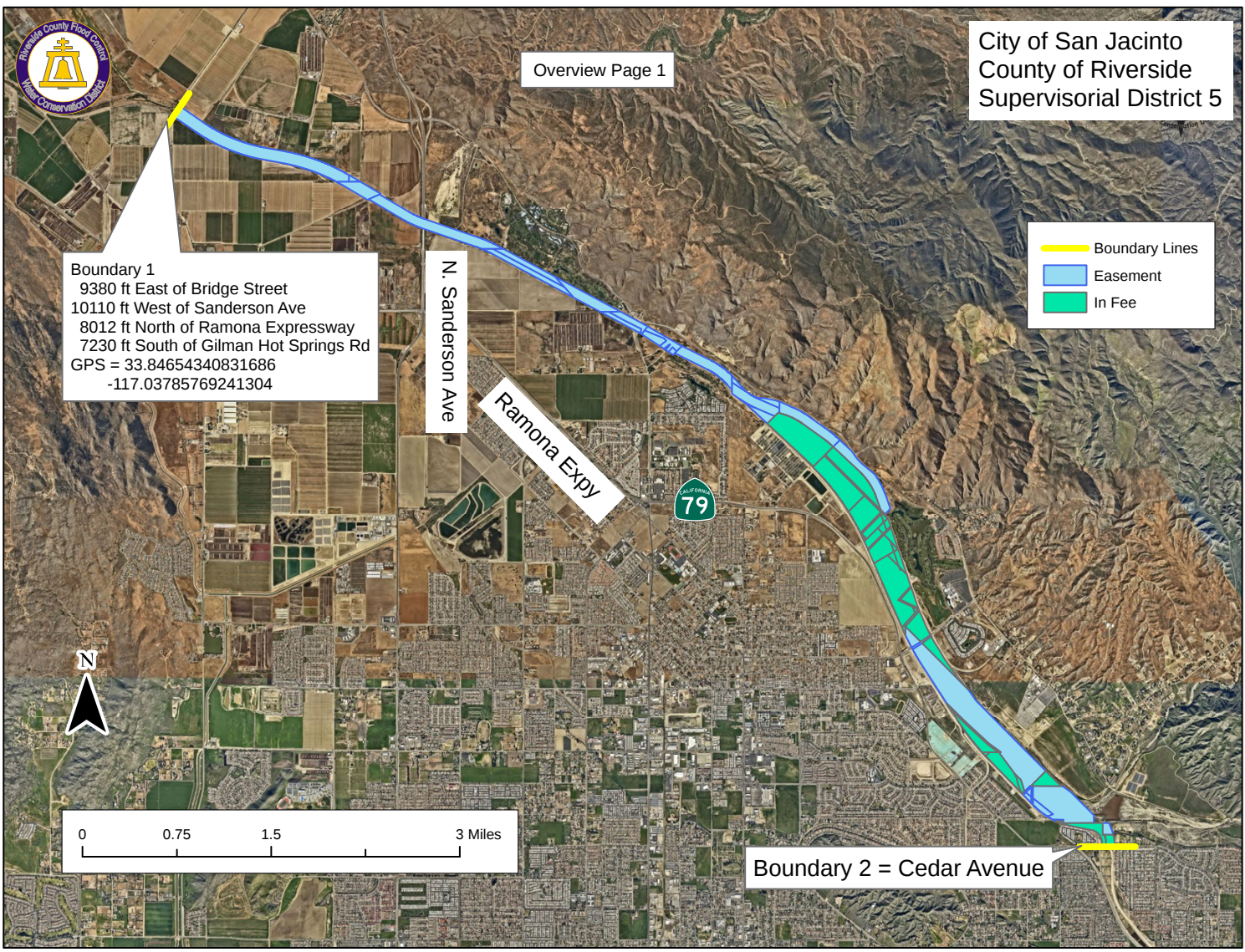
Date Trash Removed

Trash Removed Tons

Dogs Present

Emergency Services Needed

Veteran Status



Legend

- Supervisory District
- Project Vicinity

Description

Land Management Partnership
San Jacinto River



VICINITY MAP

