

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



ITEM: 16.5
(ID # 30683)

MEETING DATE:
Tuesday, July 14, 2026

FROM : Regional Parks and Open Space District

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of Funding Agreement Between the Riverside County Regional Park and Open-Space District and the Riverside County Flood Control and Water Conservation District; and amend Ordinance No. 440 Pursuant to Resolution No. 440-9533, CEQA Exempt; District 5. [\$3,300,000 – 100% Regional Park and Open-Space District Fund 25400] (4/5 Vote Required) (Companion MT #30594)

RECOMMENDED MOTION: That the Board of Directors:

1. Find that the Funding Agreement for the Land Management Partnership for the San Jacinto River ("Funding Agreement") is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15301(b), "Existing Facilities," and Section 15061(b)(3), the "Common Sense" Exemption;
2. Approve the Funding Agreement Riverside County Regional Park and Open-Space District ("Park District") and the Riverside County Flood Control and Water Conservation District ("Flood District") for Land Management Partnership of the San Jacinto River;

Continued on Page 2

ACTION: 4/5 Vote Required, Policy


Kyla R. Brown, General Manager 6/25/2026

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Medina, Spiegel, Perez, and Gutierrez

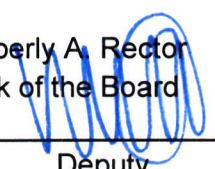
Nays: None

Absent: Washington

Date: July 14, 2026

xc: Parks, HR, Flood

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

(Companion Item 14.4)

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

RECOMMENDED MOTION: That the Board of Directors:

3. Authorize the Chair of the Board of Directors to execute the Funding Agreement on behalf of the District;
4. Authorize the General Manager, or designee, to take all actions necessary to administer the Funding Agreement, including negotiating, approving, and executing any necessary, non-substantive amendments to the Funding Agreement that do not materially change the scope of services, subject to approval as to form by County Counsel;
5. Amend Salary Ordinance No. 440 pursuant to Resolution No. 440-9533, submitted herewith;
6. Approve and direct the Auditor-Controller to make the budget adjustment as detailed in the attached Schedule A; and
7. Direct the Clerk of the Board to return three (3) copies of the executed Funding Agreement to the District.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 660,000	\$3,300,000	\$ 660,000
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Regional Park and Open Space District Fund 25400			Budget Adjustment: YES	
			For Fiscal Year: FY27 to FY31	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Regional Park and Open-Space District ("Park District") and the Riverside County Flood Control and Water Conservation District ("Flood District") wish to enter into a Funding Agreement for Land Management Partnership of the San Jacinto River ("Funding Agreement").

The Flood District owns or holds easement rights to certain real property within the San Jacinto River area located in the cities of Perris and San Jacinto, as well as unincorporated western Riverside County (collectively, the "Property"). The Property consists of open-space areas that include the natural riverbed and engineered San Jacinto River levees and is unsuitable and unsafe for occupancy or habitation.

The Property has experienced ongoing issues related to illegal dumping of trash, debris, biological materials, vehicles, and similar items, as well as illegal off-highway vehicle ("OHV") activity and encampments. These activities have contributed to unsafe conditions, negatively impacted water quality, and caused environmental degradation. The San Jacinto River has been identified by the Santa Ana Regional Water Quality Control Board as impaired by bacteria,

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STATE OF CALIFORNIA**

creating additional public health concerns. In addition, the California Department of Fish and Wildlife and the U.S. Fish and Wildlife Service have documented the presence and habitat of various covered species within the area.

To address these conditions, the Flood District seeks for the Park District to provide management, maintenance, and operational services for the Property to help mitigate impacts associated with illegal dumping, unauthorized OHV activity, and encampments. The Park District has the staff, expertise, and equipment necessary to perform these services. Under the proposed Funding Agreement, the Flood District will provide funding to the Park District in an amount not to exceed \$3,300,000. These funds will support the hiring and maintenance of two dedicated full-time Park Ranger I/II's and one dedicated full-time Park Maintenance Supervisor to patrol, manage, and maintain the Property.

This Funding Agreement is exempt from the California Environmental Quality Act, pursuant to State CEQA Guidelines Section 15301(b), "Existing Facilities," and Section 15061(b)(3), the "Common Sense" Exemption, as the agreement funds routine maintenance, cleanup, and management activities that will not result in a significant effect on the environment. Resolution No. 440-9533 and the Funding Agreement have been reviewed and approved as to form by County Counsel, and a companion item is concurrently being presented on the Riverside County Flood Control and Water Conservation District's agenda.

Impact on Residents and Businesses

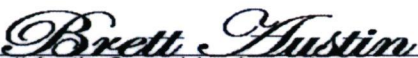
Increased patrols and cleanup efforts will help reduce illegal dumping, unauthorized OHV activity, and encampments, which have contributed to environmental degradation, water quality issues, and public health concerns. The agreement will also support the protection of sensitive habitat areas and covered species while improving the overall safety and condition of the surrounding area for nearby residents and businesses.

Additional Fiscal Information

The Flood District will provide \$3,300,000 to the Park District as part of the Funding Agreement.

ATTACHMENTS:

- A. Funding Agreement for Land Management Partnership for the San Jacinto River
- B. Resolution No. 440-9533
- C. Schedule A
- D. Notice of Exemption


Brett Austin, Supervising Accountant

6/25/2026


Douglas Ordóñez Jr.

7/9/2026


Tami Douglas-Schatz, Director of Human Resources

6/25/2026


Aaron Gettis, Chief Deputy County Counsel

6/29/2026

1 RESOLUTION NO. 440-9533

2
3 BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in
4 regular session assembled on July 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</u>	<u>Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
	85026	+ 1	931170	Park Maintenance Supervisor - Parks
	85029	+ 2	931170	Park Ranger II - Parks

10
11
12 ROLL CALL:

13 Ayes: Medina, Spiegel, Perez, Gutierrez

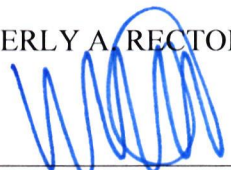
14 Nays: None

15 Absent: Washington

16 Abstain: None

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

20 KIMBERLY A. RECTOR, Clerk of the Board

21
22 BY: 

Deputy

23
24
25
26
27 /kc

06/08/2026

440 Resolutions/KC

28
07/14/2026 Item 16.5



Peter Aldana
Riverside County
Assessor-County Clerk-Recorder
2724 Gateway Drive
Riverside, CA 92507
(951) 486-7000
www.rivcoacr.org

Receipt: 26-213877

Product	Name	Extended
FISH	CLERK FISH AND GAME FILINGS	\$50.00
	# Pages	1
	Document #	E-202600595
	Filing Type	7
	State Fee Prev Charged	false
	No Charge Clerk Fee	false
F&G Notice of Exemption Fee		\$50.00
Total		\$50.00
Tender (On Account)		\$50.00
Account#	RCRPOSD	
Account Name	RCRPOSD - RIVCO REGIONAL PARK AND OPEN-SPACE DISTRICT	
Balance	\$300.00	

**2026 ENVIRONMENTAL DOCUMENT FILING FEE CASH RECEIPT**

DFW 753.5a (REV. 01/01/26) Previously DFG 753.5a

RECEIPT NUMBER:

26-213877

STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY

RIVERSIDE COUNTY REGIONAL PARK AND

LEAD AGENCY EMAIL

GABYADAME@RIVCO.ORG

DATE

07/15/2026

COUNTY/STATE AGENCY OF FILING

RIVERSIDE

DOCUMENT NUMBER

E-202600595

PROJECT TITLE

FUNDING AGREEMENT WITH THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT

PROJECT APPLICANT NAME

RIVERSIDE COUNTY REGIONAL PARK AND OPEN-

PROJECT APPLICANT EMAIL

GABYADAME@RIVCO.ORG

PHONE NUMBER

(951) 955-1395

PROJECT APPLICANT ADDRESS

4600 CRESTMORE ROAD,

CITY

JURUPA VALLEY

STATE

CA

ZIP CODE

92509

PROJECT APPLICANT (Check appropriate box)

☒ Local Public Agency☐ School District☐ Other Special District☐ State Agency☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)

\$4,227.50

\$

☐ Mitigated/Negative Declaration (MND)(ND)

\$3,043.75

\$

☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW

\$1,437.25

\$

☒ Exempt from fee☒ Notice of Exemption (attach)☐ CDFW No Effect Determination (attach)☐ Fee previously paid (attach previously issued cash receipt copy)☐ Water Right Application or Petition Fee (State Water Resources Control Board only)

\$850.00

\$

☒ County documentary handling fee

\$

\$50.00

☐ Other

\$

PAYMENT METHOD:

☐ Cash☐ Credit☐ Check☒ Other

TOTAL RECEIVED

\$

\$50.00

SIGNATURE

X *C. Sandoval*

AGENCY OF FILING PRINTED NAME AND TITLE

Deputy

Cassandra Sandoval

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: Riverside

From: (Public Agency): _____
Riverside County Regional Park and Open-Space District
4600 Crestmore Rd, Jurupa Valley, 92509

(Address)

Project Title: Funding Agreement with the Riverside County Flood Control and Water Conservation District

Project Applicant: Riverside County Regional Park and Open-Space District

Project Location - Specific:

430110018, 433150024, 551020017, 551030014, 547130016, 551070011, 551070013

Project Location - City: San Jacinto Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:

The Riverside County Regional Park and Open-Space District is entering into a Funding Agreement with the Riverside County Flood Control and Water Conservation District to support a Land Management Partnership for the San Jacinto River. Funding provided through this agreement will support two dedicated full-time Park Rangers and one dedicated full-time Park Maintenance Worker who will patrol and maintain the area, while helping to deter illegal off-highway vehicle activity. Maintenance activities will include, but are not limited to, erosion control, minor repairs, debris removal within the riverbed, and coordination with appropriate agencies for the removal of hazardous materials.

Name of Public Agency Approving Project: Riverside County Regional Park and Open-Space District Board of Directors

Name of Person or Agency Carrying Out Project: Riverside County Regional Park and Open-Space District

Exempt Status: (check one):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☐ Categorical Exemption. State type and section number: Section 15061(b)(3) & Section 15301(b)
☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The Funding Agreement is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), the "Common Sense" Exemption, because the funded activities are limited to cleanup, debris removal, minor maintenance, and erosion control measures that will not result in a direct or reasonably foreseeable indirect physical change to the environment. Rather, the activities are intended to maintain existing conditions and improve environmental quality; therefore, the Funding Agreement will not have a significant effect on the environment. The Funding Agreement is also categorically exempt under State CEQA Guidelines Section 15301(b), "Existing Facilities," as the funded activities consist of the operation, maintenance, and minor repair of existing public facilities and will occur on property owned and operated by the Riverside County Flood Control and Water Conservation District.

Lead Agency

Contact Person: Gaby Adame-Algrim

Area Code/Telephone/Extension: (951) 955-1395

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes ☐ No ☒

Signature: [Signature] Date: 6/10/2026 Title: Bureau Chief

Signed by Lead Agency ☐ Signed by Applicant ☒

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

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FILED / POSTED

County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

E-202600595
07/15/2026 09:31 AM Fee: \$ 50.00
Page 1 of 1

Revised 2011

Removed: _____ By: _____ Deputy



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

This Funding Agreement ("Agreement"), dated as of _____, 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

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 Supervisor 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 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 REGIONAL PARK AND
OPEN-SPACE DISTRICT
4600 Crestmore Road
Jurupa Valley, CA 92509
Attn: Dustin McLain, Bureau Chief
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

(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 
KYL A 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

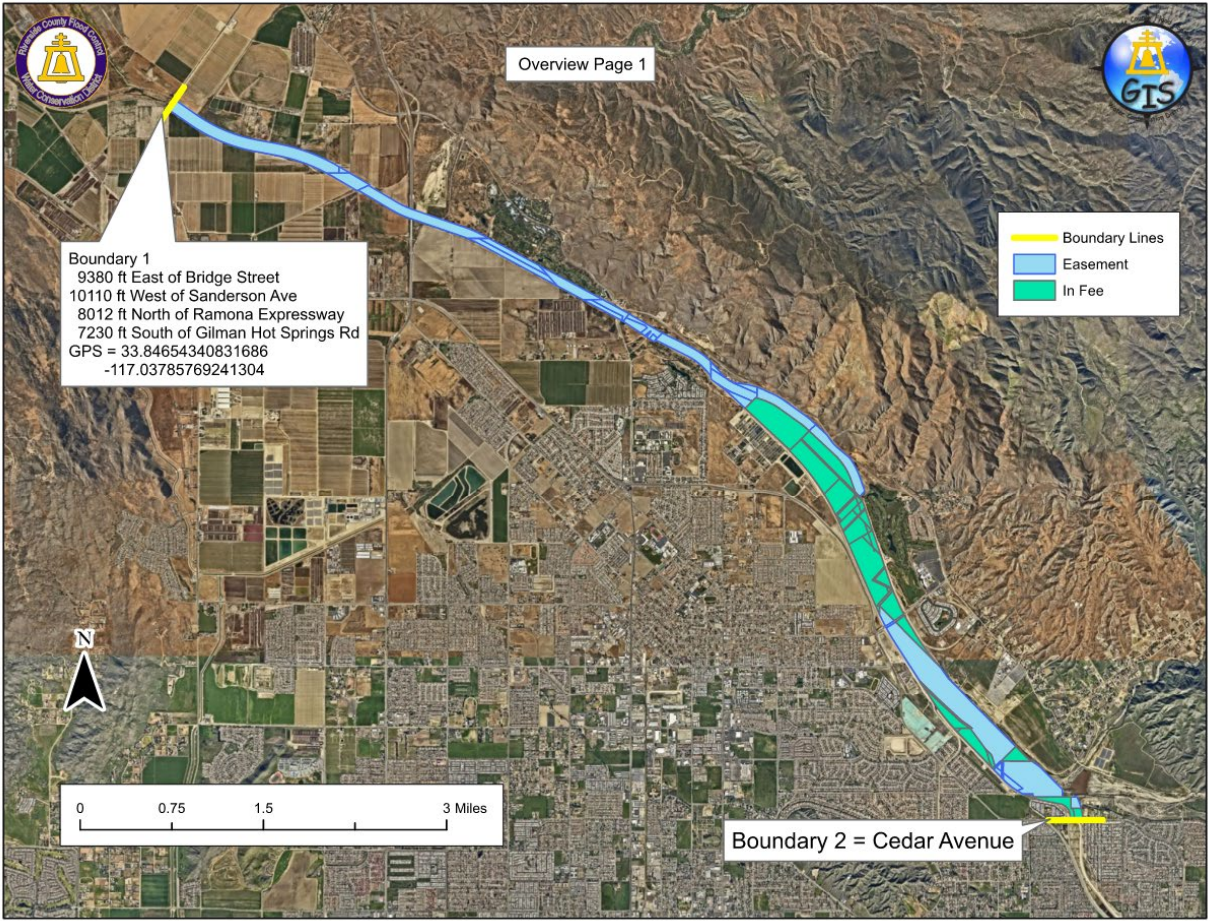


EXHIBIT B

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
# of Individuals	
Children Present	
Date Noted	
January 31, 2022	
Date Served	
Date Trash Removed	
Dogs Present	
Emergency Services Needed	
Hostile	
Individuals Name	
Management Unit	
Notes	
Reporting Agency	
Services Offered	
Trash Removed Tons	
Veteran Status	

SCHEDULE A

REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of Funding Agreement Between the Riverside County Regional Park and Open-Space District and the Riverside County Flood Control and Water Conservation District; and amend Ordinance No. 440 Pursuant to Resolution No. 440-XXXX, CEQA Exempt; District 5. [\$3,300,000 – 100% Regional Park and Open-Space District Fund 25400] (4/5 Vote Required) (Companion MT #30594)

FY2026-27

Increase Appropriations:

25400	931104	510040	Regular Salaries	\$	360,000
25400	931104	520845	Trash	\$	150,000
25400	931104	521420	Maint-Field Equipment	\$	150,000

Increase Estimated Revenue:

25400	931104	790600	Contrib Fr Other County Funds	\$	660,000
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