

RECREATIONAL LAND USE AGREEMENT  
between the  
UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION – BOULDER CANYON PROJECT  
and  
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT  
For Public Recreational Development, Use, and Administration of the  
TERMINAL RESERVOIR – LAKE CAHUILLA VETERANS REGIONAL PARK  
Adjacent to the Coachella Canal, Indio, California

1. THIS RECREATIONAL LAND USE AGREEMENT (Agreement) is effective as of the date it is signed by the Authorized Officer, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the “Federal Reclamation Laws,” and particularly pursuant to the Act of Congress approved August 4, 1939 (53 Stat. 1187), as amended August 18, 1950 (64 Stat. 463); the Act of Congress approved May 28, 1954 (68 Stat. 143), as amended; the Act of Congress approved July 9, 1965 (79 Stat. 213, 214) as amended by (106 Stat. 4690) and the Act of Congress of October 11, 2000, Pub. L. 106-291 (114 Stat. 923), et seq., as amended, the UNITED STATES OF AMERICA, hereinafter referred to as the “United States,” represented by the Bureau of Reclamation (Reclamation) officer executing this Agreement, duly appointed successor or authorized representative, hereinafter referred to as the “Area Manager,” and the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, hereinafter referred to as the “County Parks,” with the concurrence of the COACHELLA VALLEY WATER DISTRICT, hereinafter referred to as the “District.”

2. WITNESSETH THAT:

(a) WHEREAS, certain lands were withdrawn from public domain for Reclamation project purposes, and are a necessary feature of the Boulder Canyon Project, All-American Canal System, Coachella Division; and

(b) WHEREAS, the United States acquired portions of the hereinafter described lands upon which are located Reclamation project works commonly known as “Dike No. 2” and appurtenant facilities, hereinafter referred to as “Dike,” a feature of the Boulder Canyon Project, All-American Canal System, Coachella Division, which is operated and maintained by the District pursuant to its contract with the United States; and

(c) WHEREAS, Reclamation's withdrawn and acquired lands and rights-of-way will hereinafter be referred to as "lands and rights-of-way;" and

(d) WHEREAS, the United States has constructed a facility within the Coachella Division of the All-American Canal System, known as the "Terminal Reservoir," a Federal Reclamation Project, located on land owned by it in Riverside County, California, which is operated and maintained by the District pursuant to its contract with the United States; and

(e) WHEREAS, the Federal Water Project Recreation Act (Public Law 89-72; 70 Stat. 213) as amended by Public Law 93-251 (88 Stat. 33, Sec 77), and Public Law 102-575 (106 Stat. 4690, Title XXVIII), authorizes Reclamation to assist in development of public recreation potential uses and facilities on Reclamation project lands and to permit non-Federal public entities to administer Reclamation project lands for public recreation purposes; and

(f) WHEREAS, the County of Riverside, State of California, hereinafter referred to as "County of Riverside," requested a right-of-use authorization from Reclamation for the construction, operation, and maintenance of certain highway facilities within Reclamation's lands and rights-of-way for the Dike; and

(g) WHEREAS, for the purpose of extending, improving, and developing its public outdoor recreation areas, the County of Riverside desired to use Reclamation's lands and rights-of-way for the Terminal Reservoir and which land and reservoir also have public use values for recreation, fish and wildlife, and related purposes; and

(h) WHEREAS, the District granted the County of Riverside an Agreement on August 18, 1969, recorded in Riverside County, California on August 18, 1969 in Book 79, Page 177, for maximum multiple use of the Terminal Reservoir and adjacent lands for water storage, conservation and distribution and for recreational use as a regional park, with an expiration date of August 17, 2019; and

(i) WHEREAS, Reclamation, on behalf of the United States, granted the County of Riverside a right-of-use authorization on October 19, 1970, under Agreement and License, Contract No. 14-06-300-2206, hereinafter referred to as "License," for County Highway Facilities and specifically for the construction, operation, and maintenance of a roadway known as Jefferson Street/Cahuilla Park Road within Reclamation's lands and rights-of-way for the Dike, with an expiration date of October 19, 2020; and

(j) WHEREAS, Reclamation, on behalf of the United States, granted County of Riverside a right-of-use authorization on January 11, 1971, under Lease and Agreement, Contract No. 14-06-300-2215, hereinafter referred to as "Lease," for purposes of a public outdoor recreation area within Reclamation lands and rights-of-way for the Terminal Reservoir of the Coachella Canal, with an expiration date of January 10, 2021; and

(k) WHEREAS, the District granted the County of Riverside a Lease and Agreement on March 22, 1971, for purposes of a public outdoor recreation area at and adjacent to the Terminal Reservoir, with an expiration date of March 21, 2021; and

(l) WHEREAS, the management of the Lease was transferred, independent of Reclamation, from County of Riverside to County Parks, a semi-independent Special District within the Riverside County Government System; and

(m) WHEREAS, the District, on behalf of the County of Riverside, by electronic mail dated August 23, 2017, requested to change the official name of the public outdoor recreation area from Lake Cahuilla Regional Park to Lake Cahuilla Veterans Regional Park, and Reclamation, by electronic mail dated August 24, 2017, and subsequent letter dated September 19, 2017, provided no objection to renaming the public outdoor recreation area to Lake Cahuilla Veterans Regional Park; and

(n) WHEREAS, the City of La Quinta, assumed ownership, operation, and maintenance of a portion of the existing Jefferson Street/Cahuilla Park Road, provided for in said License, as depicted on **Exhibit C**; and

(o) WHEREAS, Reclamation, on behalf of the United States, granted the City of La Quinta, a perpetual right-of-use authorization on December 5, 2022, under Contract and Grant of Easement, Contract No. 06-07-34-L1502, for the ownership, use, operation, and maintenance of such portion of the existing public roadway, Jefferson Street/Cahuilla Park Road, within Reclamation's lands and rights-of-way for the Dike; and

(p) WHEREAS, County Parks will continue to own, use, operate and maintain a portion of said Jefferson Street/Cahuilla Park Road, and said portion will hereinafter be included in this Agreement; and

(q) WHEREAS, Contract No. 06-07-34-L1502 and this Agreement supersede and replace said License, for the existing Jefferson Street/Cahuilla Park Road; and

(r) WHEREAS, the public outdoor recreation area, Lake Cahuilla Veterans Regional Park, will hereinafter in this Agreement be referred to as "Lake Cahuilla Recreation Area," and said portion of Jefferson Street/Cahuilla Park Road, will hereinafter be referred to as "Cahuilla Park Road, as depicted on **Exhibit C**;" and

(s) WHEREAS, by Letter Agreement No. 21-07-34-L2060, as amended, among Reclamation, District, County of Riverside, and County Parks, the term of said License and Lease were extended to March 22, 2025; and

(t) WHEREAS, by Application dated October 19, 2023, County Parks requested a right-of-use authorization to renew said expired License and Lease and continue to administer, own, use, operate, and maintain Lake Cahuilla Recreation Area and Cahuilla Park Road within Reclamation's lands and rights-of-way for the Terminal Reservoir and Dike; and

(u) WHEREAS, the District by separate agreement, intends to enter into a new lease agreement titled: "Ground Lease," among County Parks and District, for authorization of said Lake Cahuilla Recreation Area and Cahuilla Park Road within the District's lands and rights-of-way; and

(v) WHEREAS, the United States owns, Reclamation administers, and the District operates a 78-inch irrigation lateral known as the Irrigation Lateral 123.4 and 123.45, hereinafter referred to as "Lateral." Portions of said Lateral traverse Reclamation's acquired lands and rights-of-way, as depicted on **Exhibit E**; and

(w) WHEREAS, the Dike and Laterals will hereinafter collectively be referred to as "Reclamation Facilities;" and

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, Reclamation, the District, and the County agree as follows:

3. COMPATIBILITY WITH STATUTES:

The Area Manager has determined that public recreational uses to be provided and managed by the County, under the terms and conditions herein provided, are compatible with the intended project purposes of the applicable Reclamation Laws for which the lands and rights-of-way are administered by Reclamation on behalf of the United States.

4. DESCRIPTION OF PREMISES AND RIGHTS GRANTED TO THE COUNTY:

(a) This Agreement fully replaces and supersedes Reclamation Contract No. 14-06-300-2215, and all other permits, leases, agreements, or authorizations issued by Reclamation, the District, the County of Riverside, or County Parks involving use of Reclamation lands for the benefit of Lake Cahuilla Recreation Area and Cahuilla Park Road, and that all of the above still in effect as of the date of execution of this Agreement are immediately terminated following that execution. All other existing arrangements, agreements, or other relationships between the County and third parties, and any contracts or agreements between or among Reclamation, the District, and County not involving use of lands as described herein are unchanged and shall be unaffected by this Agreement unless specifically provided herein.

(b) Subject to the mutual agreements and covenants contained herein, Reclamation, on behalf of the United States, by this Agreement, hereby grants to County Parks, except as otherwise provided herein, the following described authorization for the administration, ownership, use, operation, and maintenance of said Lake Cahuilla Recreation Area and Cahuilla Park Road purposes, to wit:

San Bernardino Meridian, California

Township 6 South, Range 7 East  
 section 20, portions of.  
 W $\frac{1}{2}$ NW $\frac{1}{4}$ , section 28, portions of.  
 NE $\frac{1}{4}$ , section 29, portions of.  
 comprising 226.21 acres, more or less

The Premises is further described and depicted on the County's legal description titled: "Department of the Interior, Bureau of Reclamation Property, Pages 1 through 4," hereinafter referred to as **Exhibit A**, and plat map titled: "Department of the Interior, Bureau of Reclamation Property, Sheet 1 of 1" hereinafter referred to as **Exhibit B**, all of which are attached hereto and by this reference made a part hereof.

Said Jefferson Street/Cahuilla Park Road is further described and depicted on County of Riverside's right-of-way map titled: "58<sup>th</sup> Avenue-Realignment, Sheet 1 of 1, dated March 6, 1970, District drawing No. 39108," hereinafter referred to as **Exhibit C**, attached hereto and by this reference made a part hereof.

(c) By accepting and signing this Agreement, and by using the Premises described herein, County Parks agrees to comply with and be bound by the terms and conditions described or referenced herein during all administration, construction, installation, ownership, use, operation, maintenance, and termination activities of said Lake Cahuilla Recreation Area and Cahuilla Park Road.

(d) All improvements and uses previously approved by Reclamation, the County of Riverside, or County Parks, for operations and maintenance are ratified and now subject to this Agreement, and County Parks retains the right to continue to operate, manage, and maintain the same for the term of this Agreement consistent with the existing or future approved management plans for said Lake Cahuilla Recreation Area and Cahuilla Park Road.

(e) New improvements, new uses, substantive modifications, changes in use, rules, user fees, or other changes shall be approved in advance in writing by Reclamation and shall be incorporated in a new or amended management plan for the facility, approved by the Area Manager in writing.

(f) Concessions or sub-agreements to provide appropriate visitor services may be allowed but shall be included in the management plan and approved by the Area Manager. The term of any concessions or sub-agreement shall not exceed the term of this Agreement.

(1) Reclamation may charge the concessions or sub-agreement recipient fees in accordance with Reclamation Manual Directives and Standards (RM D&S) for "Concessions Management by Non-Federal Partners" (LND 04-02).

(g) County Parks may enter into subcontracts or concession agreements with third parties to develop, operate, or maintain facilities or services for public recreational purposes. The terms of such contracts and concession agreements shall not extend beyond the end of the term of this Agreement. Such contracts and concession agreements shall specifically include all applicable provisions of this Agreement and shall not be effective until approved by Reclamation's Area Manager. Reclamation reserves the right to insert provisions into said agreements or contracts that will serve to protect the interests of the Government. Each such agreement or contract shall specify that the Government will not stand instead in County Park's place if this Agreement is terminated. No portion of the recreational facilities shall be reserved for private exclusive uses. Periodic short-term temporary permits issued by County Parks for special events are allowed. Memberships in special groups or private and semi-private clubs shall not be a condition for use of the area. The area and its facilities shall be available for public use.

(h) County Parks shall not alienate any land interests of Reclamation through granting easement, ground leases, deeds, or similar land interest conveyances. All such instruments shall only be issued by Reclamation. Short-term permits or licenses necessary for efficient, economical, and orderly operations of County Parks on the lands under this Agreement may be issued by County Parks to third parties, however, no permit or license shall exceed the term of this Agreement. Reclamation shall not be responsible for any permit or license issued by County Parks.

## 5. FEDERAL FACILITIES:

### (a) Dike No. 2:

The United States owns, Reclamation administers, and the District operates and maintains Dike No. 2 and appurtenant facilities, as described and depicted on Reclamation right-of-way drawings titled: "Dike No. 2 Right-of-Way Map, Reclamation drawing Nos. 212-300-393 dated July 6, 1965, 212-300-394 dated July 6, 1965, and 212-300-420 dated July 8, 1965," hereinafter referred to as **Exhibit D**, attached hereto and by this reference made a part hereof.

The Dike shall be protected in place during the use, operation, and maintenance of the Lake Cahuilla Recreation Area and Cahuilla Park Road, and the Dike's structural integrity shall not be impacted or compromised by any rights of Lake Cahuilla Recreation Area and Cahuilla Park Road authorized by this Agreement.

The term Representatives for purposes of this Agreement shall mean all contractors, subcontractors, officers, employees, agents, representatives, directors, successors, and/or assigns, or any other persons directly or indirectly employed by any one of the foregoing, or reasonably under the control of any of the foregoing, or for whose acts any of the foregoing may be liable, and will hereinafter collectively be referred to as "Representatives;" and

County Parks shall be responsible for any damage to said Dike caused by County Parks or its Representatives.

(b) Irrigation Lateral 123.4:

The United States owns, Reclamation administers, and the District operates Lateral 123.4 as depicted on **Exhibit E**, Reclamation Drawing C-7-16, titled: "Easement for Distribution System Parcel C-7-16," attached hereto and by this reference made a part hereof.

The Lateral shall be protected in place during the use, operation, and maintenance of the Lake Cahuilla Recreation Area and Cahuilla Park Road, and the Lateral's structural integrity shall not be impacted or compromised by any rights of Lake Cahuilla Recreation Area and Cahuilla Park Road authorized by this Agreement.

County Parks shall be responsible for any damage to or obstruction of water delivery from said Lateral caused by County Parks or its Representatives.

(c) Irrigation Lateral 123.45:

The United States owns, Reclamation administers, and the District operates Lateral 123.45 as depicted on **Exhibit E**, Reclamation Drawing C-7-16, titled: "Easement for Distribution System Parcel C-7-16."

The Lateral shall be protected in place during the use, operation, and maintenance of the Lake Cahuilla Recreation Area and Cahuilla Park Road, and the Lateral's structural integrity shall not be impacted or compromised by any rights of Lake Cahuilla Recreation Area and Cahuilla Park Road authorized by this Agreement.

County Parks shall be responsible for any damage to or obstruction of water delivery from said Lateral caused by County Parks or its Representatives.

292 6. OWNERSHIP OF LAKE CAHUILLA RECREATION AREA AND CAHUILLA  
 293 PARK ROAD: County Parks shall at all times and at its sole expense, without any expense  
 294 and/or liability whatsoever to the United States, Reclamation and/or the District, administer,  
 295 construct, install, own, use, operate, maintain, and make necessary repairs to or replacements of  
 296 the Lake Cahuilla Recreation Area and Cahuilla Park Road in a manner so as not to interfere  
 297 with the proper use and operation of or cause injury or damage to any property or waters of the  
 298 United States, property of the District, and/or any facilities or project works of Reclamation  
 299 and/or the District. County Parks shall reimburse Reclamation and/or the District for all injury  
 300 or damage to said property, waters, facilities, and/or project works arising out of the utilization of  
 301 the rights granted pursuant to this Agreement, which is caused by County Parks. After providing  
 302 County Parks with supporting documentation and an opportunity to review and comment,  
 303 County Parks shall promptly pay any invoice rendered by Reclamation and/or the District.

304  
 305 7. WATER: Nothing contained in this Agreement shall be deemed to entitle County  
 306 Parks to, nor shall be construed as granting any rights to obtain water from the United States, and  
 307 no wells shall be constructed or installed on the lands and rights-of-way covered by this  
 308 Agreement.

309  
 310 (a) Use of water by the County: County Parks may divert water available in the  
 311 Terminal Reservoir, under such terms and conditions and in such quantities as are established  
 312 and considered necessary by the District, for the watering of lawns, trees, and shrubs on the Lake  
 313 Cahuilla Recreation Area, a part of the Coachella service area. Reports of the total water used  
 314 each preceding year shall be furnished to Reclamation and the District on or before February 1 of  
 315 each calendar year. Reclamation and the District do not warrant the quality of such water.  
 316 County Parks hereby expressly relieves and releases Reclamation and the District and their  
 317 respective officers, agents, and employees from any liability or responsibility whatsoever for the  
 318 quality, composition, or content of the water diverted by County Parks or for any lack of fitness  
 319 of such water for any use thereof by County Parks or other users thereof.

320  
 321 8. TERM OF AGREEMENT: This Agreement, unless otherwise terminated as  
 322 provided for in Article 9 herein, shall terminate thirty (30) years from the date hereof. This  
 323 Agreement may, upon written agreement of the parties, be extended for an additional thirty (30)  
 324 year term. Any request for extension shall be filed by County Parks, in writing, with the Area  
 325 Manager not less than one hundred eighty (180) days prior to termination of the Agreement.

326  
 327 9. MODIFICATION AND TERMINATION:

328  
 329 (a) This Agreement may be modified, amended, terminated, or extended consistent  
 330 with applicable laws and regulations upon the written agreement of Reclamation, the District,  
 331 and County Parks.



(b) This Agreement shall terminate, and all rights granted to County Parks hereunder shall cease, and County Parks shall quietly deliver to Reclamation possession of the Premises in like condition as when taken, reasonable wear and tear excepted:

(1) At the expiration of the term as provided in Article 8.

(2) For nonuse of the Premises by County Parks for a period of two (2) continuous years following the execution of this Agreement, at the option of Reclamation.

(3) After providing County Parks with notice and an opportunity to cure, failure of County Parks to observe any of the conditions of this Agreement, to include payment of any and all sums due to Reclamation as set forth herein, and on the ninety-first (91st) day following service of written notice on County Parks of termination because of failure to observe such conditions. Any notice required by this Article shall be served by certified mail addressed to the respective post office addresses provided in Article 21, and the mailing of any such notice properly enclosed, addressed, stamped, and certified, shall be considered service.

(4) Reclamation may, at any time and at no cost or liability to the United States, terminate this Agreement in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.

(5) Reclamation may, at any time and at no cost or liability to the United States, terminate any use authorization for activities other than existing authorized private exclusive recreational or residential use as defined under 43 CFR § 429.2 (2016) if Reclamation determines that any of the following apply:

(i) The use has become incompatible with authorized project purposes, project operations, safety, and security;

(ii) A higher public use is identified through a public process described at 43 CFR § 429.32(a)(1) (2016); or

(iii) Termination is necessary for operational needs of Reclamation's Boulder Canyon Project.

(6) Reclamation may, at any time and at no cost or liability to the United States, terminate this Agreement if it determines that County Parks has used this Agreement for any purpose other than its intended purpose, after providing County Parks with notice and an opportunity to cure.

(7) Reclamation may, at any time and at no cost or liability to the United States, terminate this Agreement if County Parks fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and standards, existing or hereafter enacted or promulgated, or terms and conditions of any use authorization, or to obtain any required permits or authorizations.

(8) Upon the expiration, termination, or revocation of this Agreement, if all use fees and damage claims due Reclamation have been paid, the County Parks may be required, at the option of Reclamation, to remove any or all of the Lake Cahuilla Recreation Area and Cahuilla Park Road placed upon the Premises and shall restore the Premises to a condition satisfactory to the Area Manager. Should County Parks fail to remove the Lake Cahuilla Recreation Area and Cahuilla Park Road within one hundred eighty (180) days of expiration, termination, or revocation of this Agreement, or within such other timeframe as mutually agreed to by the parties to this Agreement, the Area Manager may, on behalf of Reclamation, deny and prohibit any or all access to the Lake Cahuilla Recreation Area and Cahuilla Park Road and Premises. At the option of Reclamation, any remaining Lake Cahuilla Recreation Area and Cahuilla Park Road may become property of the United States or be removed at the expense of the County Parks. The County shall promptly pay all expenses incurred by Reclamation for removal and restoration upon its receipt of an invoice for the same.

(9) Should this Agreement be terminated, Reclamation, reserves the right to bar County Parks from the authorization to use Reclamation lands and rights-of-way for a period of time, as determined by the Area Manager.

10. TERMINATION OF AGREEMENT BY COUNTY PARKS: This Agreement may be terminated at any time by County Parks upon six (6) months written notice to Reclamation and the District. Should County Parks exercise its option to terminate this Agreement, all rights granted County Parks hereunder shall cease, and the County Parks shall quietly deliver to Reclamation possession of the Premises, reasonable wear and tear excepted.

11. EXCEPTIONS AND RESERVATIONS:

(a) Reclamation and the District reserve the right of their officers, employees, and agents to at all times have unrestricted access and ingress to, passage over, and egress from all of the Premises to make investigations of all kinds, dig test pits and drill test holes, to survey for, operate, and maintain existing Reclamation works and facilities, and to construct reclamation and irrigation works and other structures incident to Reclamation project needs and purposes. Reclamation and the District shall have no obligation to restore County Parks' Lake Cahuilla Recreation Area and Cahuilla Park Road if Reclamation and the District exercise their rights reserved herein. All costs, expenses, obligations, and duties, to restore any part of County Parks' Lake Cahuilla Recreation Area and Cahuilla Park Road shall be incurred by County Parks. Nothing in this Agreement shall be construed as releasing the United States or the District from

responsibility for its own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. § 1346(b), 2671 et seq.) or other applicable law.

(b) The rights granted hereunder shall not be exclusive in character and Reclamation and the District reserve to themselves, their successors and assigns, the right against County Parks to use any or all of the Premises, which is or may be crossed, or upon which irrigation and drainage facilities and works of Reclamation and the District have been constructed, and to construct, reconstruct, operate, and maintain therein and thereon works including, but not limited to, dams, dikes, canals, waste ways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, and appurtenant irrigation and drainage structures which may be needed or useful in connection with or as part of canals, laterals, and other irrigation and drainage facilities without any payment by Reclamation or the District, its successors and assigns, for the exercise of such right. County Parks agrees that if the construction, reconstruction, installation, operation, or maintenance of any or all of such works of Reclamation, on or across the Premises, should be made more expensive by reason of the existence of County Parks' Lake Cahuilla Recreation Area and Cahuilla Park Road, such additional expense may be estimated by Reclamation or the District whose estimate shall be final and binding upon the parties hereto, and within thirty (30) days after demand is made upon the County Parks for payment of any such sums, County Parks shall make payment thereof to Reclamation and the District, its successors and assigns, for constructing, operating, or maintaining such works across, over, under or upon the Premises.

(c) Reclamation and the District reserve the right to inspect County Parks' Lake Cahuilla Recreation Area and Cahuilla Park Road under the terms of this Agreement at any time to include both during the progress of any construction and upon completion thereof.

(d) Jurisdiction of and supervision by Reclamation over the Premises is not surrendered or subordinated by issuance of this Agreement and Reclamation reserves the right to issue additional use authorizations and other agreements for compatible use of the Premises.

12. **TERMS AND CONDITIONS:** In use of the Premises, County Parks shall faithfully observe each of the following conditions:

(a) County Parks, at its sole expense, shall administer, construct, install, own, use, operate, and maintain County Parks' Lake Cahuilla Recreation Area and Cahuilla Park Road in conformity with all applicable Federal, State, and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and standards, existing or hereafter enacted or promulgated, including but not limited to, those relating to pollution and environmental control.

(b) County Parks shall be solely responsible for, and ensure that, said Lake Cahuilla Recreation Area and Cahuilla Park Road are administered, constructed, installed, operated, and maintained in accordance with **Exhibits A, B, and C**, as approved by the Area Manager and the District. County Parks must obtain written authorization from the Area Manager and the District prior to making any changes to the approved plan details of the Lake Cahuilla Recreation Area and Cahuilla Park Road, as described on **Exhibits A, B, and C**.

(c) All construction, installation, ownership, use, operation, and maintenance activities undertaken pursuant to this Agreement shall be in conformity with the specifications approved in advance by the Area Manager and the District and shall be conducted by County Parks at all times in a manner satisfactory to the Area Manager and the District. It shall be incumbent upon County Parks to obtain the District's approval prior to undertaking such installation activities, and such approval shall not be unreasonably withheld.

(d) County Parks shall at all times, and at its sole expense, operate and maintain and make necessary repairs and replacements on said County Parks' Lake Cahuilla Recreation Area and Cahuilla Park Road in a good and workmanlike manner so as not to interfere with the proper use and operation of, or cause injury or damage to any property, irrigation, and drainage facilities, or works of Reclamation. All equipment installed, operated, and maintained pursuant to this Agreement will be maintained in a safe condition satisfactory to the Area Manager and the District. County Parks will reimburse Reclamation for all injury or damage (except for normal wear and tear) to property, irrigation and drainage facilities, or works of Reclamation arising out of the utilization of the rights granted pursuant to this Agreement which is caused by County Parks, its officers, agents, or employees, and County Parks will promptly pay any reasonable bills rendered therefore by Reclamation after receipt of supporting documentation and an opportunity to review and comment.

(e) During construction and use of the Premises, County Parks shall carry out proper and efficient measures wherever and as often as necessary to reduce nuisance by dust, and to prevent dust which has originated from its operations from damaging any other properties or causing a nuisance to persons.

(f) County Parks shall reimburse Reclamation and the District for any and all reasonable costs and expenses incurred in the defense of any action which challenges County Parks' use of the Premises. To the extent authorized by Federal law, this provision shall not apply to actions which do not directly involve or result from County Parks' use of the Premises.

(g) The rights granted by this Agreement are subject to any and all applicable Federal, State, and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and standards, existing or hereafter enacted or promulgated, and rights of Reclamation, the United States, and to existing rights in favor of the public or third parties. County Parks agrees that it is its sole responsibility to make whatever arrangements as are

necessary to obtain such rights as may be required of County Parks from any other party or parties holding any other interests.

(h) County Parks shall notify the Area Manager and District within ninety (90) days of substantial completion of use, and within said ninety (90) days shall undertake customary and prudent measures to smooth, recontour, clean, remove debris, grade, scarify, repair, restore, or otherwise rehabilitate the lands, water, structures, and facilities of Reclamation that were disturbed to a condition of appearance and stability comparable to the surrounding undisturbed lands, with the exception of County Parks site improvements, including but not limited to underground infrastructure and built structures, to the satisfaction of the Area Manager and District.

(i) County Parks shall ensure the Premises and surrounding area are maintained in a sanitary condition at all times. All trash and debris shall be removed upon leaving the Premises.

(j) County Parks shall not make any alteration of said Lake Cahuilla Recreation Area and Cahuilla Park Road within the Reclamation withdrawn and acquired lands and rights-of-way without prior written concurrence of Reclamation and District, which shall not be unreasonably withheld.

(k) County Parks shall ensure that no unauthorized use, encroachment, or trespass occurs, and no waste is committed, on Reclamation withdrawn and acquired lands and rights-of-way under this Agreement.

(l) County Parks shall have the right to allow its agents, contractors, and subcontractors to use Reclamation lands and rights-of-way under this Agreement for the purposes stated herein.

(m) In performance of any part of the work contemplated by this Agreement, County Parks shall not employ any person undergoing a sentence of imprisonment at hard labor.

(n) County Parks shall promptly reimburse Reclamation and/or the District for all damages to Reclamation lands and rights-of-way, waters, Reclamation Facilities, other facilities, and/or project works, arising out of the construction, installation, operation, maintenance, use, termination, or removal by County Parks of the County Parks' Lake Cahuilla Recreation Area and Cahuilla Park Road located on Reclamation lands and rights-of-way under this Agreement, provided, however, that if Reclamation and/or the District does not use the payment to repair such damages, Reclamation and/or the District shall not recover additional payment for such damages at the time of termination of this Agreement.

(o) County Parks shall not use the Premises or permit the use thereof for any purposes except as set forth herein.

13. SPECIAL TERMS AND CONDITIONS:

Reclamation will ensure that any concessions at the Lake Cahuilla Recreation Area adhere to the RM D&S's for management of concession operations. Therefore, in the use of the Premises, County Parks shall faithfully observe and comply with each of the following conditions:

(a) Irrigation Use Paramount: Recreation, fish and wildlife, and related uses of the Terminal Reservoir are subordinate to the rights of Reclamation relating to the Coachella Division, All-American Canal System, for the storage and regulation of water for irrigation and other purposes, and to the rights of the District as defined and described in the contract between Reclamation and the District, dated October 15, 1934, Contract No. Ilr-781, as amended, and supplemented by contract, dated December 1947, and Contract No. 14-06-300-1384, dated July 30, 1963, as amended. Pursuant to said contracts, the Premises described herein are subject to use, occupancy, development, management, and control for Reclamation purposes in accordance with the provisions of the Reclamation laws and laws supplementary thereto and amendatory thereof, and to such other uses determined by Reclamation or the District to be necessary in connection with the construction, operation, or maintenance of the Terminal Reservoir and appurtenance facilities situated thereon and thereat. The District's normal operation of the Terminal Reservoir will require a drawdown of the water level in the reservoir during the weekdays and a filling of the reservoir on weekends. However, the water level may be fluctuated at any time by Reclamation or the District, and they reserve the right to vary the water levels to the extent deemed necessary or desirable for the purpose of Reclamation and/or District project operations without notice or any liability whatsoever. Further, no liability shall ensue to Reclamation or the District by reason of any changes in water levels due to floods or for any other reason.

(b) Possession: Reclamation is not and shall not at any time be obligated to place or maintain County Parks or any of its permittees, licensees, or contractors in actual possession of the Lake Cahuilla Recreation Area or any part thereof. None of the obligations of County Parks hereunder, nor any of the rights of Reclamation hereunder shall be affected by the inability for any reason of County Parks or any of its permittees, licensees, or contractors to obtain or retain possession of the Lake Cahuilla Recreation Area or any part thereof. County Parks hereby expressly waives any rights to require Reclamation to secure to County Parks or any of its permittees, licensees, or contractors the quiet possession of any of the Lake Cahuilla Recreation Area.

(c) Master Plan:

(1) County Parks shall be solely responsible for, and ensure that, within three hundred sixty-five (365) days of the execution of this Agreement, County Parks submits a master plan and specifications for the Lake Cahuilla Recreation Area and for all of the recreation improvements incident thereto including, but not limited to, existing and proposed roads, trails, parking and picnic areas, walk and trail systems, swimming beaches, buildings, irrigation systems, landscaping, primary and secondary lighting systems, domestic water systems and sanitary facilities, recreation facilities, concession area and bathing beach, and other developments, to Reclamation and the District for review and approval, which shall not be unreasonably withheld.

(i) The master plan is intended to be an all-inclusive plan and shall include all current and planned uses and recreation activities, maintenance activities, improvements and/or modifications activities, new projects, construction, conservation projects through the next ten (10) years or more. The master plan is reviewed annually and updated every five (5) years as needed.

(2) County Parks shall be solely responsible for, and ensure that, County Parks submits any changes and/or improvements to the approved master plan and specifications to Reclamation and the District for review and approval prior to any construction activities of said changes and/or improvements; such approval shall not be unreasonably withheld. Said changes and/or improvements, if approved by Reclamation and the District, shall be covered by an amendment to this Agreement.

(3) County Parks shall be solely responsible for, and ensure that, County Parks and all parties acting under it, follow the master plan and specifications during the administration, redevelopment and/or any improvements of the Lake Cahuilla Recreation Area at the Terminal Reservoir. All developments will be compatible with existing features.

(d) Use of Lake Cahuilla Recreation Area:

(1) County Parks shall be solely responsible for, and ensure that, County Parks constructs, operates, and maintains the Lake Cahuilla Recreation Area in accordance with the approved master plan for the roads, trails, sanitation facilities, camp and picnic grounds, swimming beaches, administration buildings, concession facilities, and similar or related facilities, and provide services incidental to recreational uses.

(2) County Parks shall, within the limits of its authority, assume the responsibility for the enforcement of all game and fish laws on the Lake Cahuilla Recreation Area and shall take all reasonable precautions and assist in the prevention, control, and

suppression of fires in the vicinity of the areas of the Premises, and shall make and enforce such laws, rules, and regulations applicable to the recreation and fish and wildlife use of the Lake Cahuilla Recreation Area as are necessary and desirable to protect the health and safety of persons using the Lake Cahuilla Recreation Area, and for preservation of law and order in the interest of public safety.

(3) County Parks shall be solely responsible for, and ensure that, County Parks provides a copy of County Parks' fire management plan to Reclamation and the District for review and record.

(4) County Parks shall be solely responsible for, and ensure that, County Parks does not engage in or permit any activity within the Lake Cahuilla Recreation Area or allow any omission therein which will interfere with the safety, protection, and operation of the reservoir for water regulation and irrigation purposes, or affect in any way the operation, maintenance, and replacement of said Lateral or Dike Nos. 2 and future connecting pipes and structures.

(5) County Parks shall comply with the provisions of the Ground Lease between CVWD and County Parks, an execution-ready copy of which is contained in **Exhibit F**, attached hereto and by this reference made a part hereof. **Exhibit F** will be replaced with a fully executed **Exhibit F** upon final execution of this Agreement.

(e) Managing Partner Agreements / Third-Party Concession Contracts:

(1) County Parks hereby agrees to be bound by and strictly adhere to RM D&S's for "Concessions Management by Non-Federal Partners" (LND 04-02), "Review of Operation and Maintenance Program Examination of Associated Facilities (Facilities Other Than High and Significant-Hazard Dams)" (FAC 01-04), and "Crediting of Incidental Revenues" (PEC 03-01), on Reclamation lands and rights-of-way, and as described and depicted in **Exhibit G**, attached hereto and by this reference made a part hereof.

(i) Reclamation's above-noted Policy and D&S's for concessions management on Reclamation lands and rights-of-way, are subject to change from the date hereof. Upon receipt of any change(s) to the Policy and/or D&S's, Reclamation may review and make necessary changes to the stipulations herein and work in good-faith with the District and County Parks to amend this Agreement accordingly.

(f) Reporting of Underground Injection Control (UIC) Class V Wells: RM D&S ENV 15-04, "*Underground Injection Control Program*," requires Reclamation to maintain an inventory of all Class V wells, to include septic systems, on Reclamation lands and rights-of-way whether owned and operated by Reclamation, contractors, or concessionaires.



(1) County Parks shall be solely responsible for, and ensure that, County Parks submits to Reclamation the following information regarding any Class V wells located on Reclamation lands and rights-of-way, including the Premises: 1) facility name, 2) name and address of legal contact, 3) ownership of the facility, 4) nature and type of injection well, and 5) operating status (permitted, authorized by rule, or close out), for Reclamation's review and record.

(2) County Parks acknowledges that the presence of large-capacity cesspools, are not allowed, on Reclamation lands and rights-of-way, including the Premises.

(3) UIC Well Injection Cessation and Closure: Reclamation must ensure that all Reclamation owned and operated Class V wells adhere to Federal or State regulations applicable to cessation and closure of Class V wells, and request the below information from non-Reclamation Class V wells owners and operators on Reclamation lands and rights-of-way to meet the below requirements:

(i) Reclamation must cease or ensure cessation of injection into a Class V well within the time frame specified as required by 40 CFR §144.26, 40 CFR §144.27, 40 CFR §144.12, 40 CFR §144.31.

(ii) Reclamation must ensure closure of Class V wells on Reclamation lands and rights-of-way as directed by the UIC Program Director and in compliance with any Department of the Interior requirements. In general, well closures must meet the prohibition of the fluid movement standard in 40 CFR §144.12 and provisions for the removal and management of any materials from or adjacent to a well established in 40 CFR §144.82(b). Reclamation shall compile and maintain proof of closure documentation on file.

(iii) County Parks shall be solely responsible for, and ensure that, County Parks submits to Reclamation documentation of proof of closure for any and all Class V wells located on Reclamation lands and rights-of-way, including the Premises, for Reclamation's review and record.

14. GENERAL SPECIAL CONDITIONS: In use of the Premises, the County shall faithfully observe each of the following conditions:

(a) Any construction and Lake Cahuilla Recreation Area and Cahuilla Park Road activity beyond the Premises is not authorized by the United States, Reclamation, or this Agreement.

(b) In the event County Parks is not the underlying fee owner of the land encumbered by Reclamation's rights-of-way, it shall be incumbent on County Parks to secure

705 permission of the fee owner(s) for approval to enter upon, cross, or use the land, including the  
706 Reclamation rights-of-way.

707  
708 (c) County Parks must follow Reclamation's requirements for crossing of  
709 Reclamation projects and facilities which are found in Reclamation's "Engineering and O&M  
710 Guidelines for Crossings – Bureau of Reclamation Water Conveyance Facilities (Canals,  
711 Pipelines, and Similar Facilities)" as described and depicted on **Exhibit H**, attached hereto and  
712 by this reference made a part hereof.

713  
714 (d) County Parks shall cause the Lake Cahuilla Recreation Area to be protected  
715 from erosion, and the vegetation and improvements thereon from fire, and shall at its own  
716 expense, do such reasonable things as may be directed by Reclamation to prevent and control  
717 soil erosion caused by any improvements or use of the Premises.

718  
719 (e) County Parks shall be solely responsible for, and ensure that, no structures are  
720 built over existing irrigation system canals or laterals or flood control facilities, except said  
721 Cahuilla Park Road.

722  
723 (f) County Parks shall not do or omit to do, or knowingly suffer, or permit to be  
724 done by others, anything by which act or omission any persons may be endangered or injured by  
725 use of the Lake Cahuilla Recreation Area and Cahuilla Park Road.

726  
727 (g) County Parks shall be solely responsible for, and ensure that, nothing herein  
728 shall be construed or interpreted as authorizing County Parks, its agents or employees, to act as  
729 agent or representative for or on behalf of Reclamation or the District, or to incur any obligation  
730 of any kind on behalf of Reclamation and the District.

731  
732 (h) County Parks shall be solely responsible for, and ensure that, County Parks  
733 permits free and ready access to the Lake Cahuilla Recreation Area and Cahuilla Park Road by  
734 the public, consistent with the administration thereof. However, such requirement will not  
735 prevent County Parks from making a charge for use of the designated recreation area as provided  
736 in LND 04-02.

737  
738 (i) County Parks shall be solely responsible for, and ensure that, County Parks  
739 posts signage at all areas set aside or developed for swimming purposes, advising the public that  
740 they swim at their own risk when lifeguards are not present.

741  
742 (j) County Parks shall be solely responsible for, and ensure that, no private  
743 residential use of the Premises other than management and administrative housing, and County  
744 Parks' Resident Camp Hosts and Caretaker(s), shall be allowed by County Parks. The maximum  
745 length of time of occupancy of the Premises shall not exceed two (2) consecutive weeks and

shall be on a week-to-week registration basis. Any other occupancy will be considered as residential use and will constitute a violation by County Parks of the terms of this Agreement.

(k) County Parks shall bear the responsibility for all law enforcement, fire management, protection, and suppression, emergency services, sanitation, and all other necessary and appropriate visitor services without any cost to Reclamation or the District. County Parks may accomplish wildland fire management and suppression through agreement with Bureau of Land Management subject to approval of the Area Manager.

(l) County Parks shall be solely responsible for, and ensure that, Reclamation and District projects and facilities, and Reclamation lands and rights-of-way and waters, including the Reclamation Facilities, are protected during the construction, installation, use, operation, maintenance, and termination activities authorized herein.

(m) County Parks shall be solely responsible for, and ensure that, the construction, installation, use, operation, maintenance activities of said Lake Cahuilla Recreation Area and Cahuilla Park Road do not interfere with Reclamation and/or the District's operation and maintenance activities of Reclamation and/or District projects and facilities, including Reclamation lands and rights-of-way, and the Reclamation Facilities.

(n) County Parks shall be solely responsible for, and ensure that, construction, installation, use, operation, maintenance activities of said Lake Cahuilla Recreation Area and Cahuilla Park Road do not adversely affect or impact Reclamation and District projects and facilities, Reclamation lands and rights-of-way, and the Reclamation Facilities.

(o) County Parks shall be liable for any costs associated with repairs of Reclamation and/or District facilities, structures, or project works of Reclamation if damaged during the construction, installation, use, operation, maintenance, and termination activities authorized herein.

(p) County Parks shall ensure that any disturbed banks on Reclamation and District projects and facilities, Reclamation lands and rights-of-way, and the Reclamation Facilities, are stabilized in a manner approved by Reclamation and the District prior to any construction.

(q) County Parks shall protect all properties owned and/or previously permitted by Reclamation within its lands and rights-of-way for Reclamation projects and facilities.

(r) County Parks shall be solely responsible for, and ensure that, no material of any kind is discharged into Reclamation and/or District facilities.

(s) County Parks shall be solely responsible for, and ensure that, Reclamation and the District have access to the Premises at all times during construction, installation, use, operation, maintenance and termination activities of the Lake Cahuilla Recreation Area and Cahuilla Park Road, Reclamation Facilities, and/or other facilities. Nothing shall prevent Reclamation and/or the District from construction, operation, maintenance, removal, expansion, improving, relocation and/or replacement of Reclamation projects and facilities, or the delivery of water through these facilities.

(t) Any provider intending to install or construct any utilities and/or other improvements on the Premises not specifically authorized by this Agreement shall make separate application to Reclamation and/or the District for authorization and right-of-use prior to any construction or installation.

(u) County Parks shall obtain the District's approval for use of District owned land for the Lake Cahuilla Recreation Area and Cahuilla Park Road, the receipt of which is hereby acknowledged, such approval shall not be unreasonably withheld. County Parks shall obtain Reclamation and District approval for any redevelopment and/or improvements activity for the Lake Cahuilla Recreation Area and Cahuilla Park Road, and ensure coordination with Reclamation and the District prior to commencing any redevelopment and/or improvements activity, and during all construction, installation, operation, maintenance, replacement, repair and termination activities of the County Parks' Lake Cahuilla Recreation Area and Cahuilla Park Road within Reclamation's lands and rights-of-way, including inspection as required by Reclamation and/or the District during and after construction.

(v) County Parks shall provide a construction schedule and seventy-two (72) hour notice to Reclamation prior to the start of any construction activity. Said seventy-two (72) hour notice shall be provided to Reclamation's Technical Support Office, Construction Services Group Manager, Mr. Alex Belous, at telephone No. (928) 343-8314 and/or by electronic mail at [abelous@usbr.gov](mailto:abelous@usbr.gov), so that a Reclamation Inspector can attend any pre-construction meetings and be on-site during construction and installation activities.

(w) County Parks shall provide a construction schedule and seventy-two (72) hour notice to the District prior to the start of any construction activity. Said seventy-two (72) hour notice shall be provided to Right-of-Way Supervisor, Ms. Chris Bogan, at telephone No. (760) 398-2651 so that a District representative can attend any pre-construction meetings and be on-site during construction and installation activities.

(x) Within ninety (90) calendar days of the completion of any construction or installation of any improvements at the Lake Cahuilla Recreation Area and Cahuilla Park Road, the County Parks shall furnish Reclamation and the District each with as-built drawings depicting the location of said Lake Cahuilla Recreation Area and Cahuilla Park Road, as

installed. Said drawings shall be provided to Reclamation and the District to include one (1) 11x17 sized set of drawings, one (1) copy in PDF electronic format, and one (1) electronic copy of the drawings in a shapefile format (NAD 83 and/or KMZ in WGS 84), or compatible. Electronic drawings shall be provided to Reclamation by email to Ms. Anna Sander, Realty Technician at: [asander@usbr.gov](mailto:asander@usbr.gov).

(y) In case of emergency (major incidents) involving the Reclamation lands and rights-of-way, Reclamation Facilities, and/or other facilities, County Parks shall immediately notify Reclamation at telephone No. (928) 343-8100 and the District at telephone No. (760) 398-2651. All other emergency incidents shall be recorded and reported to Reclamation every six (6) months on June 30<sup>th</sup> and December 31<sup>st</sup> of each year.

(z) County Parks shall restore and repair, if necessary, the Premises and surrounding area to its original condition or improved and in a manner satisfactory to Reclamation and the District.

(aa) County Parks acknowledges and agrees that Reclamation and/or the District may require County Parks to close the Lake Cahuilla Recreation Area and Cahuilla Park Road for maintenance activities with reasonable advance notice of at least fourteen (14) days to County Parks, unless exigent circumstances require action sooner as determined by Reclamation and/or the District.

(bb) County Parks acknowledges and agrees that Reclamation and/or the District may require County Parks to cease all use, operation and maintenance activities related to the Lake Cahuilla Recreation Area and Cahuilla Park Road, for project purposes related to Reclamation's lands and rights-of-way and Reclamation Facilities, with reasonable advance notice of at least fourteen (14) days to County Parks, unless exigent circumstances require action sooner as determined by Reclamation and/or the District.

(cc) Reclamation and the District retain all rights previously reserved and the authority to enter upon the Premises.

(dd) Reclamation and the District maintain the right to require that County Parks close the Lake Cahuilla Recreation Area and Cahuilla Park Road for a required or specified time frame as agreed upon by all, if deemed necessary for maintenance or related activities performed within the Reclamation lands and rights-of-way and Reclamation Facilities, and/or other facilities.

(ee) Any damage to County Parks' Lake Cahuilla Recreation Area and Cahuilla Park Road or its related features caused by operation and maintenance activities of Reclamation and/or the District on project works and/or facilities shall be the sole responsibility of County Parks to repair and/or replace, and the United States, Reclamation, and/or the District shall have

no financial responsibility for any such repairs and/or replacements, except to the extent such damage is caused by the gross negligence or willful misconduct of Reclamation and/or the District.

(ff) County Parks shall reimburse Reclamation and/or the District for reasonable additional costs incurred in the operation and maintenance of Reclamation and/or District facilities which are directly attributable to County Parks' Lake Cahuilla Recreation Area and Cahuilla Park Road and its related features.

(gg) County Parks hereby agrees to incur all costs, expenses, obligations, and duties to restore the County's Lake Cahuilla Recreation Area and Cahuilla Park Road in the event Reclamation and/or the District exercise their rights reserved herein.

(hh) Reclamation will accept no responsibility for the structural adequacy of the Lake Cahuilla Recreation Area and Cahuilla Park Road. Approval is based on the plans for construction and installation of improvements at the Lake Cahuilla Recreation Area and Cahuilla Park Road only.

(ii) Within thirty (30) calendar days of the completion of construction and installation of improvements at the Lake Cahuilla Recreation Area and Cahuilla Park Road, the County Parks shall provide notification to Reclamation and the District.

(jj) This authorization to use Reclamation's withdrawn and acquired lands and rights-of-way shall not be construed as a grant of any permanent ownership and/or interest or as abandonment by the United States or Reclamation of any rights, including but not limited to, use and occupancy of the Premises, and/or Reclamation's withdrawn and acquired lands and rights-of-way.

(kk) All on-site personnel shall be personally instructed by County Parks regarding the above-listed conditions.

#### GENERAL PROVISIONS

##### 15. HOLD HARMLESS:

(a) Reclamation: County Parks hereby agrees to indemnify and hold harmless Reclamation and its Representatives, from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the County Parks' activities under this Agreement. Additionally, except for acts of negligence and willful misconduct, the County Parks releases Reclamation and its Representatives, from any and all liability for damage arising from injury to persons or damage to structures, equipment, improvements, or works of the County Parks resulting from the construction, reconstruction,

operation, or maintenance of any of the works of Reclamation. Provided, however, that nothing contained in this clause shall be deemed to modify or limit any liability which may be imposed by the Federal Tort Claims Act, 28 U.S.C. § 2671-2680.

(b) District: The County Parks shall indemnify, defend, and hold harmless the District and its Representatives, from and against all claims, costs, losses, damages, demands, liabilities, and expenses (including, but not limited to, all fees and charges of attorneys and other professionals, and all court or arbitration or other dispute resolution costs) of any kind or character arising out of or relating to:

(1) Any act or omission by County Parks or its Representatives, in connection with the rights granted to County Parks pursuant to this Agreement;

(2) Any violation or alleged violation by County Parks or its Representatives of any law or regulation now or hereafter enacted;

(3) Any breach by County Parks of its obligations under this Agreement; and

(4) Any enforcement by the District of any provision of this Agreement; provided, however, the foregoing indemnification shall not apply to the extent any claim is ~~ultimately established by a court of competent jurisdiction to have been caused by~~ based on the gross negligence or willful misconduct of the District and its Representatives.

Commented [MF1]: Is CVWD willing to change this?

16. DISCOVERY OF CULTURAL RESOURCES: County Parks shall immediately provide a verbal notification to Reclamation's Environmental Planning and Compliance Group Manager at telephone No. (928) 343-8100 of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest on or within the Premises. The County Parks shall follow up with a written report of their finding(s) to Reclamation within forty-eight (48) hours. Objects under consideration include but are not limited to historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities authorized under this Agreement. County Parks shall immediately cease its activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from Reclamation before resuming activity. Protective and mitigative measures specified by Reclamation shall be the responsibility of County Parks.

17. CLEAN AIR AND WATER: County Parks agrees as follows:

(a) To comply with all Federal, State, and local requirements of the Clean Air Act of 1955, Pub. L. No. 84-159, 69 Stat. 322, as supplemented and amended (CAA), and the Federal

Water Pollution Control Act of 1948, Pub. L. No. 80-845, 62 Stat. 1155, as supplemented and amended (CWA); and

(b) To obtain written permission from Reclamation prior to conducting any activities that require permits, plans, or certificates under the CAA or the CWA; and

(c) To provide Reclamation with a copy of any correspondence between the County Parks and any regulatory agency concerning CAA or CWA compliance, including but not limited to copies of permit applications, permits, reports, notices of violation, or enforcement actions; and

(d) To take immediate and effective action to correct any violation related to the CAA or the CWA. The County Parks shall provide Reclamation with a narrative description of the violation, the actions taken by the County Parks, the date the violation began, the date that the County Parks became aware of the violation, and the date that the County Parks returned to compliance; and

(e) To take action to comply with any changes to the CAA and the CWA within the schedule required by the regulation, rule, or guidance.

18. HAZARDOUS MATERIALS: During the performance of any activity on the Premises, County Parks agrees as follows:

(a) County Parks shall not allow contamination or pollution of lands and rights-of-way, waters, facilities, and/or project works of Reclamation for which County Parks has the responsibility for care, operation, and maintenance by its Representatives and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

(b) County Parks shall comply with all applicable Federal, State, and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Reclamation lands and rights-of-way, waters, facilities, and/or project works.

(c) "Hazardous material" shall mean any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9675 (2012), and the regulations promulgated pursuant to that Act.



(d) Upon discovery of any event which may or does result in contamination or pollution of Reclamation lands and rights-of-way, waters, facilities, and/or project works, County Parks shall initiate emergency measures to protect health and safety and the environment if necessary and shall provide notice of such discovery with full details of the actions to Reclamation's Environmental Planning and Compliance Group Manager at telephone No. (928) 343-8100. Additionally, all spills regardless of size shall be reported to Reclamation's Environmental Planning and Compliance Group Manager. Such notice shall be within a reasonable time period but not to exceed twenty-four (24) hours from the time of discovery if it is an emergency, and the first (1st) working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e) Violation of any of the provisions of this Article, upon which County Parks does not take immediate corrective action, shall constitute grounds for termination of this Agreement and shall make County Parks liable for the cost of the full and complete remediation and/or restoration of any resources, lands, waters, projects and/or facilities of Reclamation that are adversely affected as a result of the violation.

(f) County Parks agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any entered subcontract or third-party contract authorized by this Agreement.

(g) Reclamation agrees to provide information necessary to County Parks for using reasonable diligence to comply with the provisions of this Article.

19. PESTICIDES: In use of the Premises:

(a) County Parks shall not permit the use of any pesticides on Reclamation lands and rights-of-way, waters, facilities, or project works of Reclamation without prior written authorization from Reclamation. County Parks shall submit to Reclamation for approval an Integrated Pest Management Plan (IPMP) thirty (30) days prior to pesticide application.

(b) All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements and furnished to Reclamation no later than five (5) working days after application of a pesticide.

(c) Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation.

(d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

(e) County Parks shall initiate any necessary measures for containment and clean up of pesticide spills. Spills shall be reported to Reclamation with full details of the actions taken. Reporting must be made within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency or by the first (1st) working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(f) Aerial application of pesticides is prohibited without prior written authorization from Reclamation.

(g) County Parks agrees to include the provisions contained in paragraphs (a) through (f) of this Article in any entered subcontract or third-party contract authorized by this Agreement.

20. NONDISCRIMINATION: County Parks hereby agrees as follows:

(a) To comply with Title VI of the Civil Rights Act of 1964, § 601, Pub. L. No. 88-352, 78 Stat. 241, as supplemented and amended, which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance,” and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR § 17 (2016). For purposes of this subpart, “Federal financial assistance” shall have the meaning prescribed to it by 43 CFR § 17.202(h) (2016).

(b) To comply with the Rehabilitation Act of 1973, § 504, Pub. L. No. 93-112, 87 Stat. 355, as supplemented and amended, which is designed to eliminate discrimination on the basis of disability in any program or activity receiving Federal financial assistance. For purposes of this subpart, “Federal financial assistance” shall have the meaning prescribed to it by 43 CFR § 17.12(e) (2016).

(c) To comply with the Age Discrimination Act of 1975, as supplemented and amended, 42 U.S.C. §§ 6101-6107, and the general age discrimination regulations at 45 CFR § 90 (2016) which are designed to prohibit discrimination on the basis of age in programs and activities receiving Federal financial assistance, as set forth in 43 CFR § 17 (2016). For purposes of this subpart, “Federal financial assistance” shall have the meaning prescribed to it by 43 CFR § 17.303(h) (2016).

(d) To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of these provisions.

(e) In the event that a final decision of a hearing examiner or of the Director, Office of Hearings and Appeals, pursuant to 43 CFR § 17, provides for termination of or refusal to grant the authorization provided for in this Agreement, the Area Manager may terminate this Agreement and revoke the grant. This provision shall be a covenant running with the land during the period in which the property is used for a purpose for which the Federal financial assistance is extended or for any other purpose involving the provisions of similar services or benefits.

21. NOTICES: Any notice, demand, authorization, or request required to be made or given herein shall be served via hand delivery, with signed receipt of acceptance, or by certified mail addressed to the respective addresses given herein and the hand delivery or mailing of any such notice properly enclosed, addressed, stamped, and certified, shall be considered service.

(a) Any notice, demand, authorization, or request required by this Agreement to be made or given to or upon Reclamation, or the United States, except as otherwise provided herein, shall be deemed properly given or made if hand delivered or mailed postage-prepaid, to the Area Manager, Yuma Area Office, Bureau of Reclamation, 7301 Calle Agua Salada, Yuma, Arizona 85364.

(b) Any notice, demand, authorization, or request required by this Agreement to be made or given to or upon the District shall be deemed properly given or made if hand delivered or mailed postage-prepaid, to the General Manager, Coachella Valley Water District, 75-515 Hovley Lane East, Palm Desert, CA 92211 or P.O. Box 1058, Coachella, California 92236.

(c) Any notice, demand, authorization, or request required by this Agreement to be made or given to or upon County Parks shall be deemed properly given or made if hand delivered or mailed postage-prepaid, to the General Manager, Riverside County Regional Parks and Open-Space District, 4600 Crestmore Road, Jurupa Valley, California 92509.

(d) The designation of the person to or upon whom any notice, demand, authorization, or request is to be given or made, or the address of any such person, may be changed at any time by notice given in the same manner as provided in this Article for other notices.

22. OFFICIALS NOT TO BENEFIT: No member of or delegate to Congress or Resident Commissioner, and no officer, agent, or employee of the Department of the Interior, shall be admitted to any share or part of this Agreement or to any benefit that may arise

herefrom, but this restriction shall not be construed to extend to this Agreement if made with a corporation or contractor for its general benefit.

23. COVENANT AGAINST CONTINGENT FEES: County Parks warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agencies maintained by County Parks for the purpose of securing business. For breach or violation of this warranty, Reclamation shall have the right to annul this Agreement without liability or in its discretion to require County Parks to pay, in addition to the right-of-use consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

24. ILLEGAL USE: Any activity deemed to be illegal on Reclamation lands and rights-of-way, waters, project works, or facilities, shall be cause for immediate termination of this Agreement.

25. EFFECT OF AGREEMENT: This Agreement sets forth the intention of the parties hereto as to the purposes set forth herein and Reclamation, makes no other claim or warranty, expressed or implied, as to its extent or validity.

26. NO WARRANTY: Reclamation makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

27. FURTHER ASSURANCES: The parties hereto shall execute, acknowledge, and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Agreement.

28. ARTICLE HEADINGS: The Article headings referenced in this Agreement are included for convenience only and the parties intend that they shall be disregarded in interpreting this Agreement.

29. EXHIBITS: Except as otherwise provided herein, all exhibits attached to this Agreement are incorporated into this Agreement by reference herein and made a part hereof.

30. LIMIT OF TORT LIABILITY OF THE UNITED STATES: The liability of the United States for any damages whatsoever associated with actions under this Agreement shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C §§ 2671-2680) and other applicable Federal laws.

31. SUCCESSORS AND ASSIGNS: This Agreement is personal, revocable, and nontransferable and except as otherwise provided herein, shall not be construed as granting to County Parks any permanent right, title, or interest in the Premises, facilities, or project works of

Reclamation. This Agreement shall be binding upon and inure to the benefit of the successors and/or assigns of the parties hereto; provided, however, that no assignment or transfer of any of the rights of County Parks hereunder shall be made without the prior written consent of Reclamation.

32. SEVERABILITY: Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have signed their names to this RECREATIONAL LAND USE AGREEMENT which shall become effective as of the date it is signed by the Authorized Officer.

THE UNITED STATES OF AMERICA

Date: \_\_\_\_\_

By: \_\_\_\_\_

Michael D. Norris  
Area Manager  
Yuma Area Office  
Interior Region 8: Lower Colorado Basin  
Bureau of Reclamation  
Department of the Interior

ACCEPTANCE:

RIVERSIDE COUNTY REGIONAL PARK AND  
OPEN-SPACE DISTRICT,  
a park and open-space district created pursuant to  
the California Public Resources Code, Division 5,  
Chapter 3, Article 3

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

Kimberly Rector  
Clerk of the Board

APPROVED AS TO FORM:

MINH C. TRAN  
County Counsel

By: \_\_\_\_\_

By: \_\_\_\_\_

Ryan Yabko

Title: \_\_\_\_\_

Deputy

Title: \_\_\_\_\_

Deputy

CONCURRENCE:  
COACHELLA VALLEY WATER DISTRICT

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

NOTARIAL ACKNOWLEDGEMENT

State of Arizona)

County of Yuma)

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, \_\_\_\_\_, a Notary Public in and for said  
County and State personally appeared \_\_\_\_\_, Area Manager, Yuma Area  
Name

Office, Interior Region 8: Lower Colorado Basin, Bureau of Reclamation, United States

Department of the Interior, known to me to be the person described in the foregoing instrument,  
and acknowledged to me that \_\_\_\_\_ executed the same on behalf of the United States of America  
in the capacity therein stated and for the purpose therein contained.

(Notary Seal)

\_\_\_\_\_  
Notary Public

Description of document this notarial certificate is being attached to:	
Type/Title	Contract No. 24-07-34-L2192
Date of Document	
Number of Pages	34 and Exhibits A, B, C, D, E, F, G, and H
Additional Signers (other than those named in the notarial certificate)	Riverside County Regional Park and Open-Space District Coachella Valley Water District

Contract No. 24-07-34-L2192



ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_,

who personally proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public (Notary Seal)

Contract No. 24-07-34-L2192

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Here insert name and title of the officer)

personally appeared \_\_\_\_\_,

who personally proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public (Notary Seal)

Contract No. 24-07-34-L2192