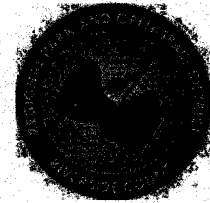


**SUBMITTAL TO THE BOARD OF DIRECTORS  
RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
13.1  
(ID # 8334)

**MEETING DATE:**  
Tuesday, December 4, 2018

**FROM :** REGIONAL PARK & OPEN SPACE DISTRICT:

**SUBJECT:** REGIONAL PARK AND OPEN-SPACE DISTRICT: Approval of Memorandum of Understanding for Cooperative Planning and Installation of Water Bottle Filling Stations; CEQA Exempt; District 1; [\$0]

**RECOMMENDED MOTION:** That the Board of Directors:

1. Find the project to be categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15301(a), Existing Facilities exemption and 15061(b)(3) Common Sense exemption; and
2. Approve the Memorandum of Understanding for Cooperative Planning and Installation of Water Bottle Filling Stations between Rancho California Water District and Riverside County Regional Park and Open-Space District for Santa Rosa Plateau Ecological Reserve; and
3. Authorize the Chairman of the Board to execute the Memorandum of Agreement on behalf of the District; and
4. Authorize the General Manager, or his designee, to take all actions necessary to administer the Memorandum of Agreement and execute future amendments to this agreement that do not substantively change its terms; and
5. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval of this project.

**ACTION:** Policy

Scott Bangle, Director General Manager / Park Director 11/14/2018

---

**MINUTES OF THE BOARD OF DIRECTORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
 Nays: None  
 Absent: None  
 Date: December 4 2018  
 By: Parks, Recorder

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy  
 13.1

**SUBMITTAL TO THE BOARD OF DIRECTORS RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: None</b>			<b>Budget Adjustment:</b>	<b>No</b>
			<b>For Fiscal Year:</b>	<b>18/19</b>

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Rancho California Water District (RCWD) and Regional Park & Open-Space District have partnered together to install one water refill station at the Santa Rosa Plateau Ecological Reserve in order to promote the use of reusable water bottles and reduce waste in the reserve.

The project is CEQA exempt under the "Existing Facilities" and "Common Sense" clauses because RCWD is simply replacing the old water fountain at the Visitor's Center with a new water bottle refill station. New artwork and signage developed by RCWD will be installed throughout the property to notify visitors of the refill station. RCWD is responsible for all associated costs regarding signage and the installation of the refill station.

The Memorandum of Understanding has been reviewed and approved as to form by County Counsel.

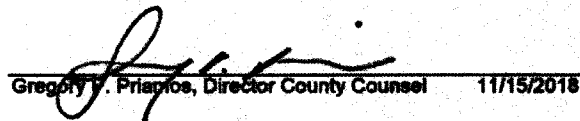
**Impact on Citizens and Businesses**

Visitors will have access to convenient, potable water to refill their water bottles during their visit. This improves the environment by reducing waste and encouraging reusable bottles, both of which enhance the user experience.

**Attachments:**

- Memorandum of Understanding
- Appendices A, B, & C
- Notice of Exemption

  
Rohini Bhandal, Principal Management Analyst 11/20/2018

  
Gregory T. Priano, Director County Counsel 11/15/2018

## Appendix A

Signage to be installed at the water bottle fill station installation sites will be 2 ft. X 2 ft. in size and will include the following image.

### Reduce

your need to buy  
bottled water.

### Reuse

your water bottle.  
Refill here.

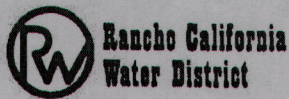


### Rehydrate

your way  
of thinking.

It's simple.  
**It's water logic.**

Learn more at [itswaterlogic.com](http://itswaterlogic.com)



## Appendix B

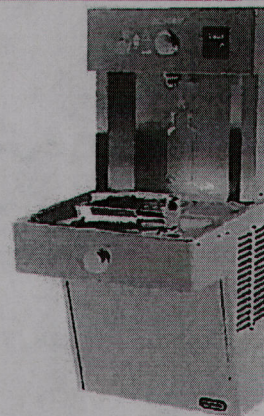
# ELKAY<sup>®</sup>

## SPECIFICATIONS

## Elkay EZH2O Vandal-Resistant Bottle Filling Station & Single Cooler Non-Filtered 8 GPH Stainless Model VRC8WSK

### PRODUCT SPECIFICATIONS

Elkay EZH2O<sup>®</sup> Vandal-Resistant Bottle Filling Station & Single Cooler, Non-Filtered 8 GPH Stainless. Chilling Capacity of 8.0 GPH (gallons per hour) of 50° F drinking water, based on 80° F inlet water and 90° F ambient, per ASHRAE 18 testing. Features shall include Green Ticker<sup>™</sup>, Laminar Flow, Real Drain, Vandal-Resistant. Furnished with Vandal-Resistant bubbler. Electronic Bottle Filler Button With Mechanical Front Bubbler Button activation. Product shall be Wall Mount (On-Wall), for Indoor/Outdoor applications, serving 1 station(s). Unit shall be certified to UL 399 and CAN/CSA C22.2 No. 120. Unit shall be lead-free design which is certified to NSF/ANSI 61 & 372 (lead free) and meets Federal and State low-lead requirements.



<b>Special Features:</b>	Green Ticker <sup>™</sup> , Laminar Flow, Real Drain, Vandal-Resistant
<b>Finish:</b>	Stainless Steel
<b>Power:</b>	115V/60Hz
<b>Bubbler Style:</b>	Vandal-Resistant
<b>Activation by:</b>	Electronic Bottle Filler Button With Mechanical Front Bubbler Button
<b>Mounting Type:</b>	Wall Mount (On-Wall)
<b>Chilling Option*:</b>	8.0 GPH
<b>Full Load Amps</b>	1
<b>Rated Watts:</b>	370
<b>Dimensions (L x W x H):</b>	18" x 18-5/8" x 38-13/16"
<b>Approx. Shipping Weight:</b>	86 lbs.
<b>Installation Location:</b>	Indoor/Outdoor
<b>No. of Stations Served:</b>	1
*Based on 80° F inlet water & 90° F ambient air temp for 50° F chilled drinking water.	

- Mechanically-Activated bubbler continues to supply water in event of service disruptions.
- Green Ticker: Informs user of number of 20 oz. plastic water bottles saved from waste.
- Laminar flow provides clean fill with minimal splash.
- Real Drain System eliminates standing water.
- Vandal-resistant, bubblers are one-piece, chrome plated with integral hood guard design to prevent contamination from other users, airborne deposits and tampering.

**AMERICAN PRIDE. A LIFETIME TRADITION.**  
Like your family, the Elkay family has values and traditions that endure. For almost a century, Elkay has been a family-owned and operated company, providing thousands of jobs that support our families and communities.



**Included with Product:** Water Cooler (VRC8WS),  
Bottle Filler (VRCWS)

### PRODUCT COMPLIANCE

- ADA
- Buy American Act
- CAN/CSA C22.2 No. 120
- GreenSpec<sup>®</sup>
- NSF/ANSI 61 & 372 (lead free)
- UL 399



[Installation Instructions \(PDF\)](#)

**5 Year Limited Warranty** on the refrigeration system of the unit. Electrical components and water system are warranted for 12 months from date of installation. **Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.**

[Warranty \(PDF\)](#)

### OPTIONAL ACCESSORIES

EWF3000 - WaterSentry <sup>®</sup> Plus Filter System Kit (Bottle Fillers)
98324C - Accessory - Cane Apron for HAC, HVR, EMABF & VRC Models (Stainless)

PART: \_\_\_\_\_ QTY: \_\_\_\_\_

PROJECT: \_\_\_\_\_

CONTACT: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTES: \_\_\_\_\_

APPROVAL: \_\_\_\_\_

*In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit [elkay.com](http://elkay.com) for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.*

# ELKAY® SPECIFICATIONS

## Elkay EZH2O Vandal-Resistant Bottle Filling Station & Single Cooler Non-Filtered 8 GPH Stainless Model VRC8WSK

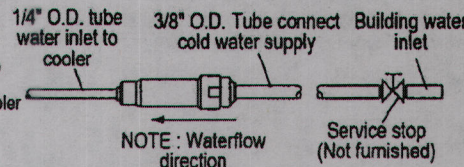
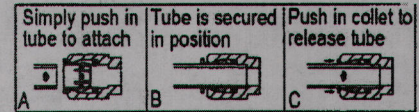
### IMPORTANT! INSTALLER PLEASE NOTE :

This water cooler has been designed and built to provide water to the user which has not been altered by materials in the cooler waterways. The grounding of electrical equipment such as telephone, computer, etc. to water lines is a common procedure. The grounding may be in the building but may also occur away from the building. This grounding can cause electrical feedback into a water cooler creating an electrolysis which creates a metallic taste or causes an increase in the metal content of the water. This condition is avoidable by installing the cooler using the proper materials as shown below.

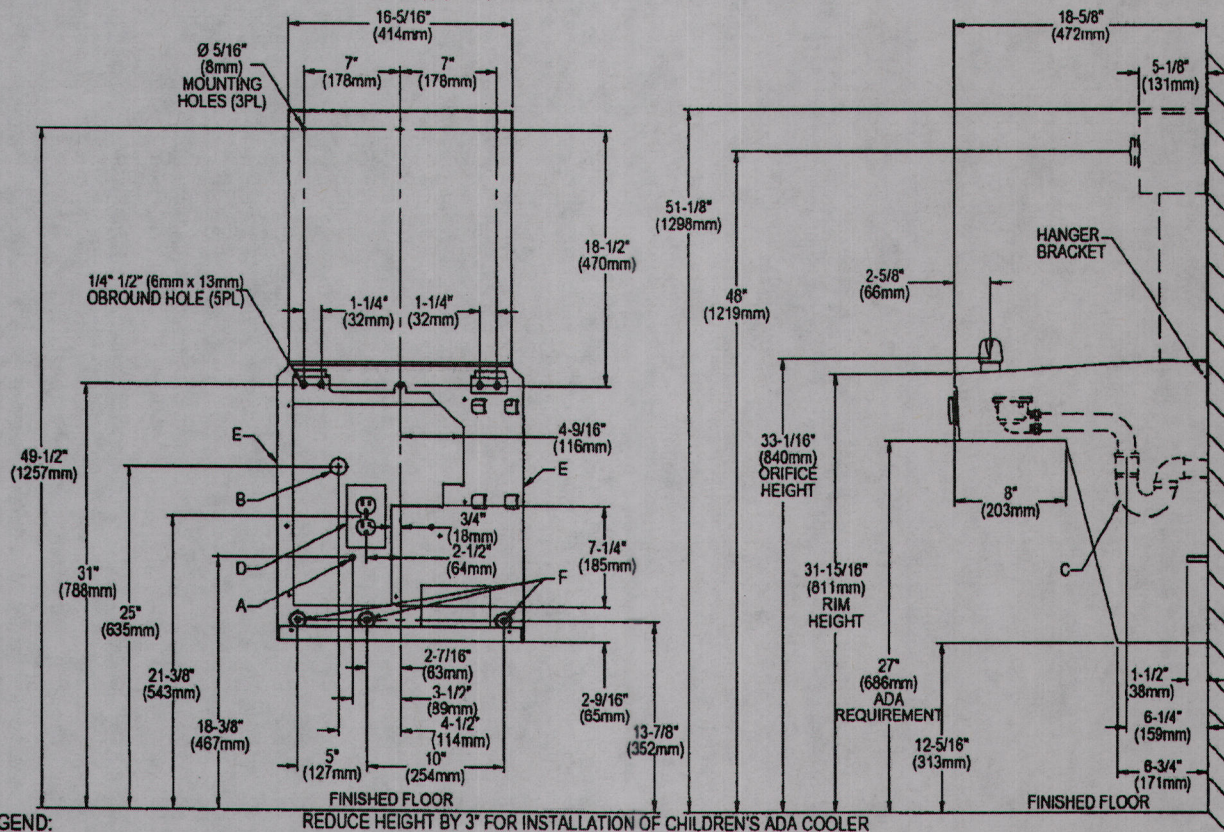
### NOTICE

This water cooler must be connected to the water supply using a dielectric coupling. The cooler is furnished with a non-metallic strainer which meets this requirement. The drain trap which is provided by the installer should also be plastic to completely isolate the cooler from the building plumbing system. Bottle filler unit on bracket attached to wall by 6 holes (as shown). Water and electrical will connect through pre-punched hole in basin. These products are designed to operate on 20 psi to 105 psi supply line pressure

### OPERATION OF QUICK CONNECT FITTINGS



Pushing tube in before pulling it out helps to release tube



### LEGEND:

REDUCE HEIGHT BY 3" FOR INSTALLATION OF CHILDREN'S ADA COOLER

- A = Recommended Water Supply location. Shut-off Valve (not furnished) to accept 3/8" O.D. unplated copper tube. Up to 3" (76mm) maximum out from wall.
  - B = Recommended Waste Outlet location. To accommodate 1-1/4" nominal drain. Drain stub 2" (51mm) out from wall.
  - C = 1-1/4" Trap (not furnished).
  - D = Electrical Supply (3) Wire Recessed Box Duplex Outlet.
  - E = Insure proper ventilation by maintaining 6" (152mm) minimum clearance from cabinet louvers to wall.
  - F = 7/16" (11mm) Bolt Holes for fastening to wall.
- Note : New Installations Must Use Ground Fault Circuit Interrupter (GFCI). It is highly recommended that the circuit be dedicated and the load protection be sized for 20 amps.

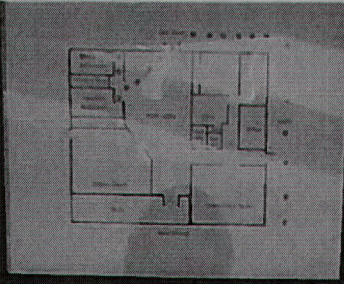
In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit [elkay.com](http://elkay.com) for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

**COOLING SYSTEM**

- Compressor: Hermetically-sealed, reciprocating type, single phase. Sealed-in lifetime lubrication.
- Condenser: Fan cooled, copper tube with aluminum fins. Fan motor is permanently lubricated.
- Cooling Unit: Combination tube-tank type. Continuous copper tubing with is fully insulated with EPS foam that meets UL requirements for self-extinguishing material.
- Refrigerant Control: Refrigerant R-134a is controlled by accurately calibrated capillary tube.
- Temperature Control: Easily accessible enclosed adjustable thermostat is factory preset. Requires no adjustment other than for altitude requirements.

*In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit [elkay.com](http://elkay.com) for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.*

Appendix C







**Notice of Exemption**

Original Negative Declaration/Notice of

**Appendix E**

Determination was routed to County

To: County Clerk

Clerks for posting of From: (Public Agency):

County of: Riverside

Riverside County Park and Open-Space District

2724 Gateway Drive

4600 Crestmore Rd., Jurupa Valley, CA 92509

Riverside, CA 92507

Date

(Address)

**Project Title:** Cooperative Planning and Installation of Water Bottle Filling Stations

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

**Project Location - Specific:**

The portion of the Santa Ana River Trail that is subject to the Agreement and Grant of Easement for Public Access would start just north of the Burlington Northern Santa Fe Railroad (BNSF) tracks that bisects the Green River Golf Course, would then travel north and east ending at State Route 71, approximately 2.37 miles.

**Project Location - City:** Murrieta, CA

**Project Location - County:** Riverside

**Description of Nature, Purpose and Beneficiaries of Project:**

The Rancho California Water District (RCWD) and Regional Park & Open-Space District have partnered together to install one water refill station at the Santa Rosa Plateau Ecological Reserve in Murrieta to promote the use of reusable water bottles and reduce waste in the reserve. Visitors will have access to convenient, potable water to refill their water bottles during their visit.

**Name of Public Agency Approving Project:** Riverside County Park and Open-Space District

**Name of Person or Agency Carrying Out Project:** Riverside County 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: State CEQA Guidelines Sections 15301(a), Existing Facilities exemption

Statutory Exemptions. State code number:

**Reasons why project is exempt:**

RCWD will replace the old existing water fountain at the existing Visitor's Center with a new water bottle refill station. New artwork and signage developed by RCWD will be installed throughout the property to notify visitors of the refill station. RCWD is responsible for all associated costs for the installation of the refill station and signage.

Contact Person: Analicia Gomez Area Code/Telephone/Extension: 951-955-6998

**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: 10/25/19

Title: SENIOR PARK PLANNER

Signed by Lead Agency  Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.

Date Received for filing at OPR: \_\_\_\_\_

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Revised 2011

DEC 04 2018 13.1 D

MEMORANDUM OF UNDERSTANDING  
FOR COOPERATIVE PLANNING AND  
INSTALLATION OF WATER BOTTLE FILLING STATIONS

This MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into this 4<sup>th</sup> day of December 2018 ("Effective Date"), by and between Rancho California Water District, a California Water District ("RCWD" or "District"), and the Riverside County Regional Park and Open Space District, a special district ("PARTICIPANT"). RCWD and PARTICIPANT are sometimes referred to herein individually as a Party and collectively as the Parties.

RECITALS

WHEREAS, RCWD provides potable water services to retail customers within its service area.

WHEREAS, the PARTICIPANT operates an ecological reserve within RCWD's service area.

WHEREAS, RCWD and the PARTICIPANT desire to promote reuse of drinking water containers for purposes of reducing waste and to convey the value and high quality of the District's tap water by installing water bottle filling stations in public places suitable for supporting such objectives within the PARTICIPANT facilities.

WHEREAS, the PARTICIPANT agrees to allow RCWD and/or its contractors to install water bottle filling station(s) at the PARTICIPANT's facilities described herein, and thereafter, agrees to own, operate, and maintain/repair such station(s) in accordance with the terms and conditions provided herein.

WHEREAS, the Purpose of this Agreement is to set forth the terms, conditions, and financial arrangements whereby RCWD will install a water bottle filling station(s) at approved locations, and whereby the PARTICIPANT will own, operate, and maintain the installed station(s) for a minimum of (5) years after the acceptance and assumption of ownership of such station(s).

WHEREAS, the Parties now desire to set forth the terms and conditions of the Agreement, the Parties hereby agree as follows:

AGREEMENT

I. Incorporation of Recitals

The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

II. Agreement

RCWD shall install one water bottle fill station at the following location:

SITE #1: Santa Rosa Plateau Ecological Reserve, 39400 Clinton Keith Road, Murrieta, CA (pictures of the fountain to be replaced and the building are included in Appendix C of this MOU).

Installation shall include removal of the old drinking fountain, placement of the new filling station, and connection of the new filling station to water supply lines, drain pipes, and electrical sources. It is the responsibility of the PARTICIPANT to ensure the availability and placement of the water supply lines, drain pipes, and electrical sources prior to installation and according to RCWD's specifications.

### III. RCWD's Responsibilities

RCWD, subject to the approval of cost, shall:

- a. Serve as the project manager for the Water Bottle Refilling Station Project within Riverside County and as the "Lead Agency" for purposes of CEQA compliance.
- b. Function as the Lead Agency by procuring, contracting for and managing all future consultant contracts related to the installation of the Water Bottle Refilling Station(s) in Riverside County including, but not limited to, the contract for construction and installation.
- c. Prepare the procurement documents for the construction/installation services and provide a final review of the plans, specifications. Provide the PARTICIPANT with an opportunity to review and comment on the procurement documents.
- d. Provide copies of consultant or contractor agreements executed by RCWD pursuant to this MOU and related to the Project to the District.
- e. Be responsible for the payment of all installation costs.
- f. Coordinate the scheduling and completion of installation activities.
- g. Furnish and install the water bottle filling station(s) at mutually approved location(s).
- h. Contract for the installation of said facilities using contractors selected through its own means in compliance with state and federal laws.
- i. Require its contractors to provide and maintain throughout the course of construction, acceptable policies of insurance of a type and limit meeting the RCWD's approval. Each such policy of insurance shall name and indemnify the PARTICIPANT as additional insured.
- j. Not warrant the installation or performance of the water bottle filling station(s) installed, hereunder. However, to the extent that a station has equipment or materials that are

covered by third party warranties (e.g. manufacturer's warranties), said warranties will be transferred to the PARTICIPANT under dedication of the water bottle filling station(s) to the PARTICIPANT.

- k. Validate as operational the water bottle filling stations before turning them over to the PARTICIPANT.
- l. Provide and install artwork and signage, attached hereto as Appendix "A", and install the signage at its sole cost and expense. The artwork and signage shall be subject to PARTICIPANT approval and review, which shall not be unreasonably withheld. Such artwork and signage shall incorporate RCWD's logo.

#### IV. PARTICIPANT Responsibilities

Prior to installation of the water bottle filling station(s) contemplated herein, PARTICIPANT shall:

- a. Not provide any funding for the installation of the water bottle filling stations and related signage
- b. Review and approve water bottle filling station specifications, (shown in Appendix B) by signing this Agreement.
- c. Ensure the availability and placement of the water supply lines, drain pipes, and electrical sources according to RCWD's and its contractor's specifications.
- d. Actively cooperate with RCWD and provide access to RCWD and to its contractors throughout the installation period, which will not be unreasonably withheld and subject to the reasonable operational needs of the PARTICIPANT
- e. Inspect all work performed upon completion of installation for the purposes of determining the suitability of the water bottle filling stations for acceptance.
- f. Accept and take ownership of the water bottle filling station(s) in accordance with any applicable improvement or facility acceptance procedures required by law. Acceptance shall be contingent upon passage of final inspection and validation of proper operation and functionality and shall not be unreasonably withheld.
- g. Own, operate, maintain and repair the installed facilities in good working order for a period of five (5) years following the acceptance of ownership. After acceptance, PARTICIPANT shall be responsible for any and all costs associated with such ownership and operation including, but in no way limited to, costs of water, electricity, maintenance, and repair. RCWD shall, in no way, be responsible for any costs or liability related to the ownership or operation of the installed facilities or any costs or damage resulting therefrom, following project acceptance.

- h. Have the ability to remove, modify, or relocate such water bottle filling station(s) and/or remove or relocate associated signage and artwork at its sole discretion at any time after the termination or expiration of this agreement.
- i. Have the ability to assign or otherwise transfer all or any part of the PARTICIPANT responsibilities under this Agreement with RCWD's prior written consent.

#### V. Term & Termination

This Agreement shall begin on the Effective Date and remain in effect for a period of five (5) years following the completion and acceptance by the PARTICIPANT of the water bottle filling station(s) installed by RCWD. The Agreement may be terminated prior to the end of the term by mutual written agreement of RCWD and the PARTICIPANT, or for cause.

Under expiration, or in the event of termination for any cause, RCWD shall not be responsible for any costs, whatsoever, to remove, replace, or restore PARTICIPANT'S facilities.

#### VI. Administration.

The Executive Director of RCWD or his/her designee shall administer this MOU on behalf of RCWD. The District General Manager or his/her designee shall administer this MOU on behalf of the PARTICIPANT.

#### VII. Insurance

RCWD shall cause all contractors, excluding design consultant contract, to maintain in force, until completion and acceptance of the project consultant or construction contract, a policy of Commercial General Liability Insurance, including coverage of Bodily Injury Liability, Property Liability, and Contractual Liability in the amount of Two Million Dollars (\$2,000,000.00) minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) minimum. RCWD shall require endorsements to each policy which name the District and Riverside County, their officers, officials, agents and employees as additionally insured. RCWD shall also require all consultants/contactors to maintain Worker's Compensation Insurance and Additional Insured Endorsements which meet the requirements of this section until completion and acceptance of the project consultant or construction contract. Evidence of compliance with the Worker's Compensation Insurance and Additional Insured Endorsements shall be provided to the Parties.

#### VIII. Disclaimer

RCWD makes no representation or warranty to contracted services or products, including water bottle filling stations, and in no event shall RCWD be liable for any defective service or product provided pursuant to this Agreement. PARTICIPANT is responsible for complying with all applicable laws, codes, policies, ordinances, covenants, conditions, and restrictions that may

apply.

IX. Indemnification

PARTICIPANT hereby agrees to indemnify, defend, save, and hold harmless RCWD and its respective officers, agents, and employees, from and against any claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries arising out of or in any manner connected with PARTICIPANT's performance under this Agreement, or any act or omission of PARTICIPANT performed in connection with this Agreement.

DISTRICT hereby agrees to indemnify, defend, save, and hold harmless PARTICIPANT and its respective officers, agents, and employees, from and against any claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries arising out of or in any manner connected with DISTRICT's performance under this Agreement, or any act or omission of DISTRICT performed in connection with this Agreement.

X. Amendments to this Agreement

This Agreement may be modified only by a subsequent written Amendment executed by the Parties.

XI. Inspection of Records.

During normal business hours and with prior written notice, RCWD shall permit representatives of the PARTICIPANT, as well as any appropriate state or federal representatives to examine, audit, and make copies of records and documents relating to consultant and contractor services funded under this MOU for a period of three (3) years after the date on which the consultant or contractor services are complete and accepted or terminated.

XII. Cooperation and Further Acts

The Parties shall fully cooperate with one another, and may take any additional acts or sign additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

XIII. No Maintenance Obligations.

Nothing in this MOU shall make RCWD responsible for any future maintenance of the water bottle refilling state once accepted by PARTICIPANT.

XIII. Disputes

In the event that any dispute between the Parties arises under this Agreement, the disputing Party shall memorialize the dispute in writing, and serve on the other Party. The Parties shall first attempt to resolve such dispute at the management level. If the dispute is not resolved at this

level within thirty 30 calendar days from the date notice of such dispute is delivered, the Parties shall attempt to resolve the dispute at the senior management level. If this process and the involvement of senior management does not result in resolution of the dispute within 45 days from the date of referral to upper management, then the dispute shall be referred to and finally resolved through legal proceedings.

#### IXX. Severability

Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

#### XX. Limitation of District Funding Obligation.

In the event that insufficient or no funding is appropriated in support of this MOU, then the District may terminate this MOU and the Parties shall no longer be obligated to perform under this MOU.

#### XXI. Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

#### XXII. Attorneys' Fees

If any Party fails to comply with any terms of this Agreement, and any other Party may commence legal proceedings to enforce or terminate this Agreement, the prevailing party in any such suit shall recover from the other a reasonable sum as attorneys' fees and costs as set by a court of competent jurisdiction.

#### XXIII. Governing Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

#### XXIV. Partial Invalidity

This Agreement shall not be construed against the Party preparing it, but shall be construed as if all Parties prepared it.

#### XXV. Preparation of this Agreement

This Agreement is intended by the Parties as a complete and exclusive statement of the terms of their agreement with regard to water bottle filling station(s) and supersedes all prior agreements,

written or oral, as to the subject matter.

#### XXVI. Entire Agreement

This Agreement represents the entire understanding of the Parties as to those matters contained in it, and is a complete and exclusive statement of the terms of their agreement with regard to water bottle filling station(s), and supersedes all prior agreements, written or oral, as to this subject matter. This Agreement may not be modified or altered except in writing signed by all Parties.

#### XXVII. Notices

Any notice to be given or delivered to any Party shall be deemed to have been received when personally delivered or mailed in the United States mail addressed as follows:

RCWD  
Rancho California Water District  
P.O. Box 9017  
Temecula, CA 92589-9017 ATTN: General Manager

PARTICIPANT  
Riverside County Regional Park and Open Space District  
4600 Crestmore Road  
Riverside, CA 92509

#### XXX. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute but one instrument.

#### XXXI. Headings

The article headings contained herein are for convenience and are not intended to define or limit the scope of any provision herein.

#### XXXII. Authority to Enter Agreement

Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.

#### XXXIII. Successors and Assigns

This Agreement shall apply to and bind the successors and assigns of the Parties.

#### XXXIV. No Third Party Beneficiaries



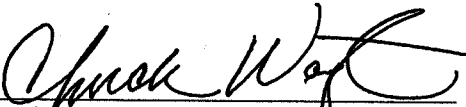
The Parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

XXXV. Timeliness. Time is of the essence in this Agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Participation Agreement as of the date written above.

Riverside County Regional Park and Open-Space District  
4600 Crestmore Road  
Jurupa Valley, CA 92509

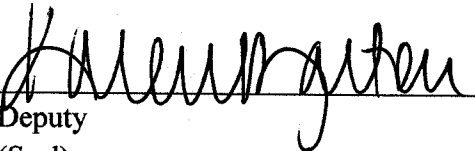
  
~~Kevin Jeffries,~~ **CHUCK WASHINGTON**  
Chairman, Board of Directors

DEC 04 2018

Date


**ATTEST:**

Kecia Harper-Ihem Clerk of the Board


  
Deputy  
(Seal)

**APPROVED AS TO FORM:**

Gregory P. Priamos  
County Counsel

 11/14/18  
Kristine Bell-Valdez  
Supervising Deputy County Counsel

RANCHO CALIFORNIA WATER DISTRICT

By:  Date: 10/24/18  
Title: Jeff Armstrong, General Manager