

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



ITEM: 11.1  
(ID # 13710)

**MEETING DATE:**  
Tuesday, March 02, 2021

**FROM:** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Wildomar for the Wildomar MDP Lateral C, Stage 3, Project No. 7-0-00075, CEQA Exempt, District 1. [\$0]

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

1. Find that the Cooperative Agreement is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the Cooperative Agreement ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and the City of Wildomar ("City");
3. Authorize the Chair of the Board to execute the Agreement documents on behalf of the District; and
4. Direct the Clerk of the Board to return three (3) fully executed original Cooperative Agreement documents to the District.

**ACTION:**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 2/17/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: March 2, 2021  
xc: Flood

Kecia R. Harper  
Clerk of the Board

By   
Deputy

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<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: N/A</b>			<b>Budget Adjustment: N/A</b>	
			<b>For Fiscal Year: N/A</b>	

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

**BACKGROUND:**

**Summary**

The Cooperative Agreement ("Agreement") sets forth the terms and conditions by which the District will construct, maintain and operate Wildomar MDP Lateral C, Stage 3 ("Project") to reduce flooding for the residents of the city of Wildomar. Upon completion of the detention basin, the District will accept sole responsibility for the ownership, operation and maintenance of the facility. The City will assume ownership and responsibility for certain street inlets, connector pipe, lateral storm drains that 36 inches or less in diameter, V-ditches (in public right of ways), swales (in public right of ways) and decorative wall along the basin perimeter that are located within the City held easements or rights of way.

County Counsel has approved the Agreement as to legal form, and the City has executed the Agreement.

**Environmental Findings**

The District's approval of the Agreement is exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines, which states "The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The Agreement merely sets forth the terms and conditions by which the District and the City will work together to allocate responsibility for performing environmental review and designing potential facilities set forth in the Agreement, and, if a proposal for the facilities is later completed and approved by the District and the City, specifying the allocation of responsibility for ownership, construction, operation and maintenance of the potential facilities as described in the Agreement.

Approval of the Agreement would not authorize any development, construction, maintenance, operation or any other activity that would have the potential to result in any significant effect on the environment. The Agreement does not commit either the District or the City to any approval of any portion of the potential facilities or commitment to any decision that commits the District or the City to any definite course of action as to the facilities. In addition, the Agreement does not foreclose any alternatives to the facilities, including a "no project" alternative, or foreclose

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any mitigation measures that may be necessary to reduce any impacts that could potentially result from the construction, operation or maintenance of the facilities. The District is in the process of preparing an environmental document that will analyze pursuant to CEQA the environmental impacts of constructing, operating and maintaining the potential facilities that are the subject of the Agreement. The CEQA document will be completed and provided to the District's Board of Supervisors for review and consideration prior to the Board of Supervisors' approving construction or any other physical activity on the potential facilities. Accordingly, because it can be seen with certainty that there is no possibility that the execution of the Agreement in question may have a significant effect on the environment, Section 15061(b)(3) applies.

**Impact on Residents and Businesses**

The District's financial contribution toward the City's project is funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion, the facilities will alleviate ongoing flooding concerns for the residents in the city of Wildomar area by reducing runoff on Monte Vista Drive and along Bundy Canyon Wash. The residents and businesses of the city of Wildomar are the primary beneficiaries of the project. Ancillary benefits will accrue to the public who will utilize the roadways.

**Additional Fiscal Information**

The engineer's estimate for the construction of Wildomar MDP Lateral C, Stage 3 is estimated to be \$11,660,000. The District will ensure sufficient funding is secured for the project prior to construction contract award by the Board of Supervisors. Future operation and maintenance costs associated with the mainline storm drain will accrue to the District.

**ATTACHMENT:**

1. Vicinity Map
2. Cooperative Agreement

AK:blm  
P8/234202

  
Scott Bruckner 2/22/2021

  
Gregory L. Priantos, Director County Counsel 2/17/2021

## Kilgo, Angela

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**From:** Mustafa, Rohini  
**Sent:** Wednesday, January 27, 2021 11:02 AM  
**To:** Kilgo, Angela  
**Subject:** FW: MT# 13710 Resubmittal of Transmittal Memo for County Counsel Review\_ Wildomar MDP Lateral C, Stage 3

**Rohini S. Mustafa, MPA, PE, QSD**  
Senior Civil Engineer | Contract Services

**Riverside County Flood Control  
and Water Conservation District**

951-955-1282 (Office)

951-315-0568 (Cell)

Office Hours: M-Th: 6:30 am – 5:00 pm

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**From:** Gunzel, Synthia <SMGunzel@RIVCO.ORG>  
**Sent:** Wednesday, January 27, 2021 11:01 AM  
**To:** Mustafa, Rohini <RoMustaf@rivco.org>  
**Subject:** RE: MT# 13710 Resubmittal of Transmittal Memo for County Counsel Review\_ Wildomar MDP Lateral C, Stage 3

I have no further comments. This matter can move forward. Thank you.

*Synthia M. Gunzel*

Chief Deputy County Counsel  
Contracts, Public Works & Finance Division

County of Riverside

Phone: (951) 955-6300

Fax: (951) 955-6363

Email: [smgunzel@rivco.org](mailto:smgunzel@rivco.org)

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**From:** Mustafa, Rohini <RoMustaf@rivco.org>  
**Sent:** Wednesday, January 27, 2021 10:35 AM  
**To:** Gunzel, Synthia <SMGunzel@RIVCO.ORG>  
**Cc:** Massie, Rita <RMassie@RIVCO.ORG>; Kilgo, Angela <AKilgo@RIVCO.ORG>  
**Subject:** RE: MT# 13710 Resubmittal of Transmittal Memo for County Counsel Review\_ Wildomar MDP Lateral C, Stage 3

Thank you Synthia. I just need your confirmation that we can process the Form 11 with the updated edits provided by Mel? If so, Angela will make the updates and upload the Form 11 to MT 🙏

**COOPERATIVE AGREEMENT**  
 Wildomar MDP Lateral C, Stage 3  
 Project No. 7-0-00075

This Cooperative Agreement ("Agreement"), dated as of March 2, 2020, is entered into by and between, the Riverside County Flood Control and Water Conservation District, a body politic, ("DISTRICT") and the City of Wildomar, a municipal corporation, ("CITY"). DISTRICT and CITY are individually referred to herein as "party" and collectively referred to herein as "parties". The parties hereto hereby agree as follows:

**RECITALS**

A. DISTRICT has budgeted for and plans to design, construct, subsequently operate and maintain certain flood control facilities to collect and convey stormwater runoff from the area of Wildomar MDP Lateral C, Stage 3 ("STAGE 3"), providing flood protection for the residents in the City of Wildomar and reduce flooding along Bundy Canyon Wash; and

B. These certain flood control facilities are identified in DISTRICT's Wildomar Master Drainage Plan ("MDP"), and as shown on DISTRICT's Drawing No. 7-0550, for STAGE 3, DISTRICT proposes to construct the following:

- (i) Approximately 19 acres of detention basin ("BASIN"), as shown in concept in violet on **Exhibit "A"** attached hereto and made a part hereof; and
- (ii) Approximately 150 lineal feet of forty-eight inches (48") in diameter of underground reinforced concrete pipe, including its associated outlet structure and energy dissipator features ("BASIN INLET 1") as shown in concept in cyan on **Exhibit "A"**. At the upstream terminus, BASIN INLET 1 connects to an existing CITY maintained facility constructed as part of "City of Wildomar Bundy Canyon Road Improvement Project CIP 26-1 Phase 1, Line A"; and

(iii) BASIN outlet structure and associated features ("OUTLET STRUCTURE") as shown in concept in blue on **Exhibit "B"**, attached hereto and made a part hereof, to convey flows southerly from BASIN to approximately 930 lineal feet of proposed underground reinforced concrete boxes ("MONTE VISTA STORM DRAIN") along Monte Vista Drive, as shown in concept in red on **Exhibit "B"**. At the downstream terminus, MONTE VISTA STORM DRAIN will connect to an existing culvert ("MONTE VISTA CULVERT") which crosses underneath Interstate 15, as shown in concept in dark cyan on **Exhibit "B"**; and

(iv) Approximately 144 lineal feet of underground reinforced concrete box, outlet structure and energy dissipator ("BASIN INLET 2") as shown in concept in light green on **Exhibit "C"**, attached hereto and made a part hereof; and

(v) Approximately 107 lineal feet of a stilling basin and associated approximately 125 lineal feet of transition channel ("STILLING BASIN") as shown in concept in blue on **Exhibit "C"**. At upstream terminus STILLING BASIN will connects to existing Wildomar Bundy Canyon Channel Lateral A, as shown on District Drawing No. 7-0187 and in concept in red on **Exhibit "C"**; and

(vi) Approximately 158 lineal feet of thirty-six inches (36") of underground reinforced concrete pipe and its associated outlet structure ("LOW FLOW PIPE") connecting from stilling basin to the detention basin to drain the accumulated low flows in STILLING BASIN , as shown in concept in yellow on **Exhibit "C"**; and



(vii) Various associated drainage features including but not limited to: junction structures, transition structures, manholes, maintenance access roads, BASIN access ramps, concrete aprons, headwalls, wingwalls, cutoff walls, cable railings, riprap, and six-foot (6') chain link fence hereinafter called "DISTRICT APPURTENANCES"; and

(viii) Secondary emergency access road from Valley Vista Circle to Monte Vista Drive along southerly portion of BASIN ("EMERGENCY ACCESS ROAD"), as shown in concept in dark cyan on **Exhibit "F"**, attached hereto and made a part hereof; and

C. Associated with the construction of STAGE 3 is the relocation of sewer lines in accordance with Elsinore Valley Municipal Water District ("EVMWD") approved sewer plans ("SEWER LINES"), as shown in concept in dashed green lines on **Exhibit "B"**. DISTRICT shall enter into a separate agreement with EVMWD to grant an easement and associated maintenance responsibilities of SEWER LINES by EVMWD; and

D. Associated with the construction of STAGE 3 and SEWER LINES are certain lateral storm drains thirty-six inches (36") or less in diameter within public rights of way, street inlets, connector pipes, V-ditches within public right of ways, swales within public right of ways, are hereinafter called "CITY's FACILITIES";

E. CITY desires the DISTRICT to provide certain improvements to include a non-chain link fence (special gate) and an upgraded decorative wall along the exterior of the detention basin facing the northern and western perimeters of the street inclusive of painting, as shown in concept in dashed purple lines on **Exhibit "D"**, attached hereto and made a part hereof, are hereinafter called "OPTIONAL CITY DECORATIVE WALL", as well as construction of sidewalks, curb and gutters and street paving improvements outside of the limits shown on District Drawing No. 7-0550, are hereinafter called "CITY PAVING IMPROVEMENTS"; and

F. Together, STAGE 3, SEWER LINES, CITY's FACILITIES, OPTIONAL CITY DECORATIVE WALL and CITY PAVING IMPROVEMENTS are hereinafter called "PROJECT"; and

G. DISTRICT and CITY acknowledge it is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date; and

H. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to the construction, inspection, ownership, operation and maintenance of PROJECT.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

#### SECTION I

DISTRICT shall:

1. Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.
2. Prepare or cause to be prepared, plans and specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with the applicable DISTRICT and CITY standards.
3. Prior to advertising PROJECT for public works construction contract bids, submit IMPROVEMENT PLANS to CITY for its review and approval, as appropriate.
4. Advertise, award, and administer a Public Works construction contract of the bids for PROJECT pursuant to the applicable provisions of the California Public Contract Code.



5. Prior to commencing construction, secure all necessary permits, approvals or agreements required by any federal, state and local resource or regulatory agencies pertaining to PROJECT. Such documents may include, but are not limited to, a Section 404 permit issued by the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification issued by the California Regional Water Quality Control Board (CRWQCB), a Streambed Alteration Agreement issued by the California Department of Fish and Wildlife, and a National Pollutant Discharge Elimination System Permit issued by the State Water Resources Control Board or CRWQCB and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

6. Prior to commencing construction, secure all necessary rights of way, rights of entry, temporary and permanent construction easements necessary to construct, inspect, operate and maintain PROJECT. DISTRICT shall obtain CITY's assistance in acquiring easements on certain portions of APNs 367-140-010, 367-502-002, and 367-502-004 as shown in "green" on **Exhibit "E"**, attached hereto and made a part hereof.

7. Within thirty (30) days of awarding PROJECT construction contract, pay the Western Riverside County Regional Conservation Authority the costs associated with the Multiple Species Habitat Conservation Plan ("MSHCP"), which is either the lesser of (i) three percent (3%) of the lowest responsible bid price, or (ii) three percent (3%) of lowest responsible bid price less the value of applicable project-specific mitigation.

8. Provide CITY, with written notice that DISTRICT has awarded a construction contract for PROJECT.

9. Prior to commencing PROJECT construction, schedule a pre-construction meeting between DISTRICT, CITY and other affected entities.

10. Furnish CITY, at the time of providing written notice for the pre-construction meeting as set forth in Section I.9, with a construction schedule which shall show

the order and dates in which DISTRICT or DISTRICT's contractor proposes to carry on the various parts of work, including estimated start and completion dates.

11. Require its construction contractor(s) to include CITY as an additional insured under the liability insurance coverage for PROJECT and require its construction contractor(s) to include CITY as a third-party beneficiary of any and all warranties of the contractor's work.

12. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all DISTRICT and CITY employees on the site.

13. Construct or cause to be constructed PROJECT pursuant to a DISTRICT administered public works construction contract in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

14. Relocate or cause to be relocated SEWER LINES at its sole cost and expense.

15. Inspect or cause to be inspected, construction of PROJECT.

16. Perform or cause to be performed, work associated with OPTIONAL CITY DECORATIVE WALL and CITY PAVING IMPROVEMENTS at the request of CITY, provided that CITY shall pay for the costs exceeding DISTRICT's standard six feet (6') chain link fence and gate(s) ("DECORATIVE WALL COSTS") as set forth in Section II.7 and provided CITY reimburse DISTRICT for costs associated to CITY PAVING IMPROVEMENTS ("PAVING IMPROVEMENT COSTS") as set forth in Section II.7.

17. Provide CITY within two (2) weeks of PROJECT completion, the written notice that PROJECT construction is substantially complete and request that (i) CITY conduct or cause to conduct a final inspection of CITY's FACILITIES and, if applicable, OPTIONAL CITY DECORATIVE WALL and CITY PAVING IMPROVEMENTS and (ii) subsequently

assume ownership and responsibility for operation and maintenance of CITY's FACILITIES, OPTIONAL CITY DECORATIVE WALL and CITY PAVING IMPROVEMENTS.

18. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES.

19. Accept responsibility to keep MONTE VISTA CULVERT free and clear from debris and sediment to maintain its hydraulic conveyance capacity.

20. Upon DISTRICT's acceptance of PROJECT construction as complete, provide CITY with a copy of DISTRICT 's Notice of Completion as set forth in Section I.17.

21. Upon CITY's acceptance of CITY's FACILITIES and, if applicable, OPTIONAL CITY DECORATIVE WALL and CITY PAVING IMPROVEMENTS for ownership, operation and maintenance, provide CITY with a reproducible duplicate set of "record drawings" of PROJECT plans.

22. Ensure that all work performed pursuant to this Agreement by DISTRICT, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

23. Invoice CITY for DECORATIVE WALL COSTS and PAVING IMPROVEMENT COSTS, if applicable, as set forth in Section I.16 after the construction of OPTIONAL CITY DECORATIVE WALL and CITY PAVING IMPROVEMENTS is complete.

24. Provide access to the EMERGENCY ACCESS ROAD to CITY.

## SECTION II

CITY shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA for PROJECT.

2. Review and approve, as appropriate, IMPROVEMENT PLANS prior to DISTRICT's advertising PROJECT for construction bids and pay all costs associated therewith.
3. Grant DISTRICT, by execution of this Agreement, all rights necessary to access, construct and inspect PROJECT within CITY rights of way or easements.
4. Issue, at no cost to DISTRICT or DISTRICT's contractor, the necessary encroachment permit(s) required to perform potholing, geotechnical investigations and construction of PROJECT as set forth in Recitals B, pursuant to its rules and regulations and comply with all provisions set forth therein.
5. Relocate or cause to be relocated, all conflicting utilities (excluding SEWER LINES) installed by permit or franchise authority within CITY rights of way which conflict with the construction of PROJECT and which must be relocated at the utility owner's expense.
6. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete as set forth in Section I.17, conduct or cause to conduct a final inspection of CITY's FACILITIES, and, if applicable, OPTIONAL CITY DECORATIVE WALL and CITY PAVING IMPROVEMENTS.
7. Pay DISTRICT, within thirty (30) days of the receipt of invoice from DISTRICT for DECORATIVE WALL COSTS and PAVING IMPROVEMENT COSTS as set forth in Section I.23.
8. Accept ownership and sole responsibility for the operation and maintenance of CITY's FACILITIES, and if applicable, OPTIONAL CITY DECORATIVE WALL and CITY PAVING IMPROVEMENTS upon: (i) receipt of DISTRICT's Notice of Completion as set forth in Section I.20; and (ii) receipt of a reproducible duplicate set of "record drawings" of PROJECT plans as set forth in Section I.21.
9. Continue to be responsible for maintaining the structural integrity of MONTE VISTA CULVERT.

10. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way and jurisdiction which must be performed at such time(s) that the finished grade along and above the underground portions of PROJECT are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

11. Prior to DISTRICT commencing construction, relinquish ownership of the existing channel along Monte Vista Drive and transfer the associated drainage easements to DISTRICT. The drainage easements are on APN's (367-140-010, 367-502-002 and 367-502-004) and as shown in concept in "green" on Exhibit "E".

### SECTION III

It is further mutually agreed:

1. Except as otherwise provided herein, all construction work involved with PROJECT shall be inspected by DISTRICT and CITY and shall not be deemed complete until approved and accepted as complete by DISTRICT.

2. CITY personnel may observe and inspect all work being done on PROJECT but shall provide any comments to DISTRICT personnel, or its construction manager, who shall be solely responsible for all communications with DISTRICT's construction contractor(s).

3. DISTRICT and CITY each pledge to cooperate in regard to the operation and maintenance of their respective facility as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facility.

4. DISTRICT shall indemnify, defend, save and hold harmless CITY (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or

action, present or future, based upon, arising out of or in any way relating to DISTRICT's (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

5. CITY shall indemnify, defend, save and hold harmless DISTRICT and the County of Riverside (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CITY's (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontract) actual or alleged acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to (a) property damage; (b) bodily injury or death; (c) payment of attorney fees; or (d) any other element of any kind or nature whatsoever. This section shall survive any termination of this agreement until the statute of limitations period has run for any claims that could be asserted under this agreement.

6. Any waiver by DISTRICT or CITY of any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of DISTRICT or CITY to require exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT or CITY from enforcing this Agreement.



7. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8. This Agreement is to be construed in accordance with the laws of the State of California. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county. Neither CITY nor DISTRICT shall assign this Agreement without the written consent of the other party.

9. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

10. Any and all notices sent or required to be sent to the parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Contracts Services Section

CITY OF WILDOMAR  
23873 Clinton Keith Road, Ste 201  
Wildomar, CA 92595  
Attn: Dan York

11. This Agreement is the result of negotiations between the parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

12. The obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution towards PROJECT as set

forth herein. In the event that such funds are not forth coming for any reason, DISTRICT shall immediately notify CITY in writing. AGREEMENT shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by CITY.

13. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be amended or modified only upon the written consent of the parties hereto.

14. No alternation or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.

15. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement.

16. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on

March 2, 2021  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By J. Uhley  
JASON E. UHLEY  
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

By Synthia M. Gunzel  
SYNTHIA M. GUNZEL  
Chief Deputy County Counsel

By [Signature]  
Deputy

(SEAL)

Cooperative Agreement: City of Wildomar  
Wildomar MDP Lateral C, Stage 3  
07/27/2020  
AK:blm

RECOMMENDED FOR APPROVAL:

CITY OF WILDOMAR

By   
GARY NORDQUIST  
City Manager

APPROVED AS TO FORM:

ATTEST:

By   
THOMAS D. JEX  
City Attorney

By   
JANET MORALES  
City Clerk

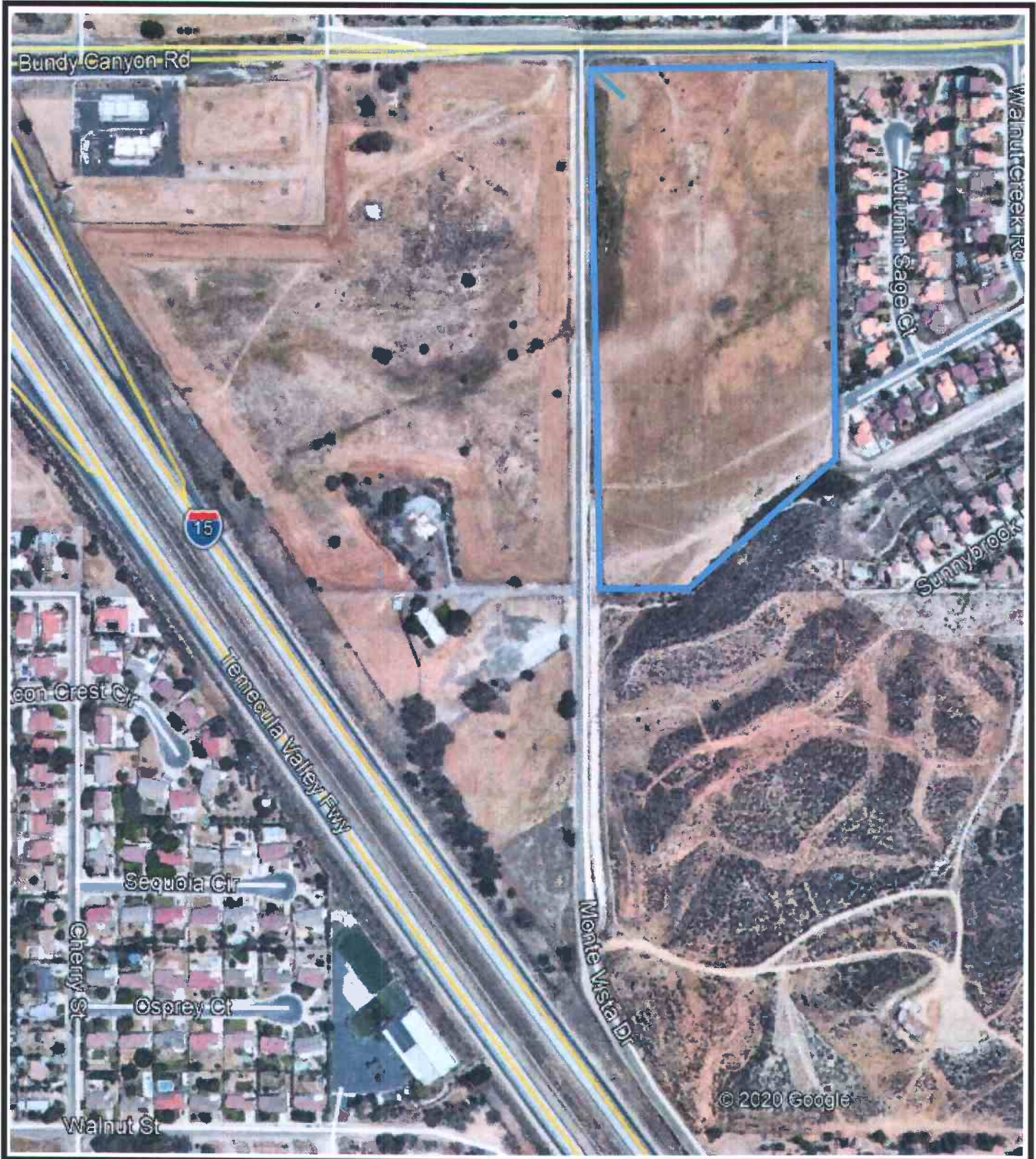


(SEAL)

Cooperative Agreement: City of Wildomar  
Wildomar MDP Lateral C, Stage 3  
07/27/2020  
AK:blm



# Exhibit A



**COOPERATIVE AGREEMENT**  
Wildomar MDP Lateral C, Stage 3  
Project No. 7-0-00075  
Page 1 of 6



# Exhibit B



## **COOPERATIVE AGREEMENT**

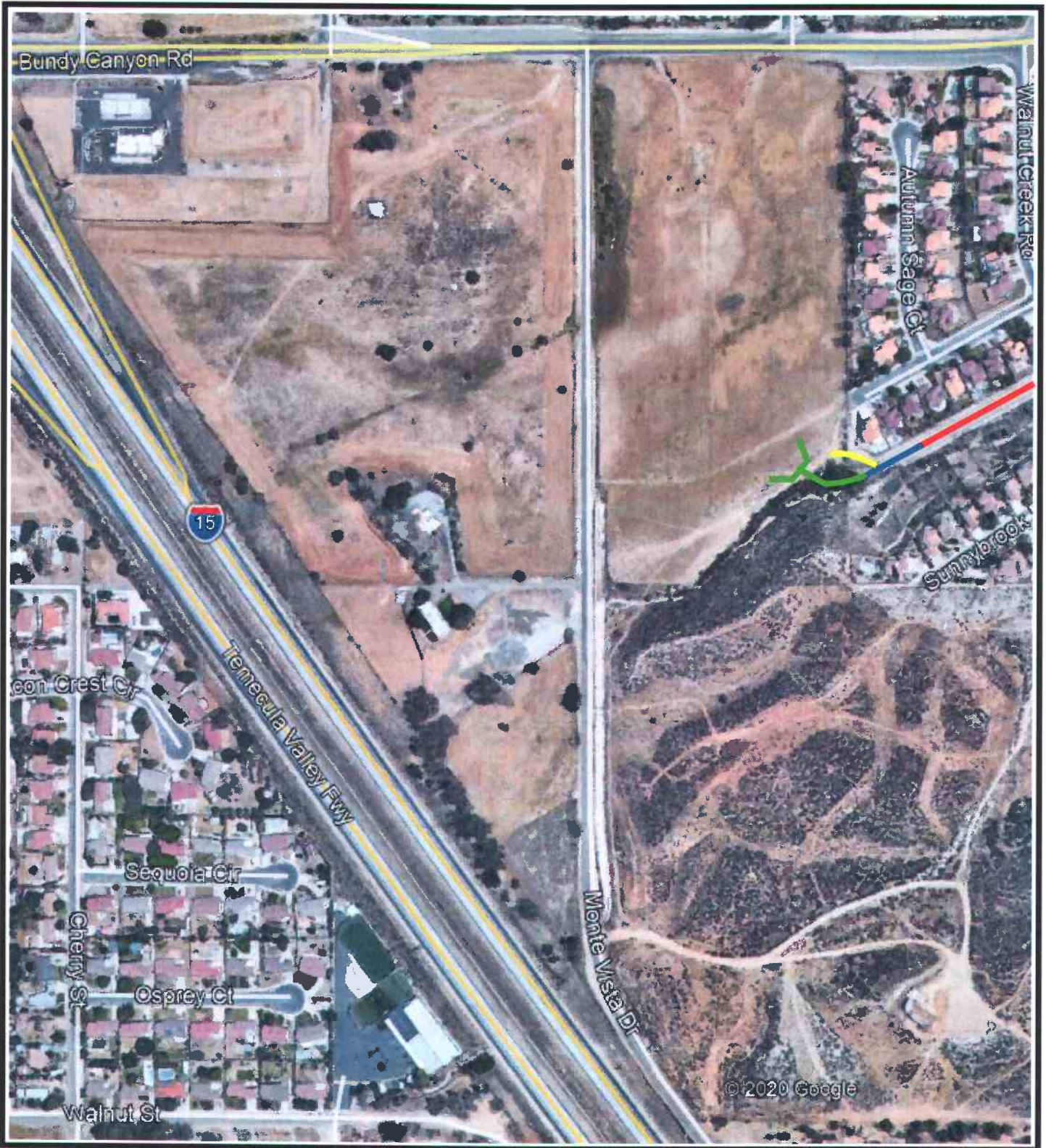
Wildomar MDP Lateral C, Stage 3

Project No. 7-0-00075

Page 2 of 6



**Exhibit C**

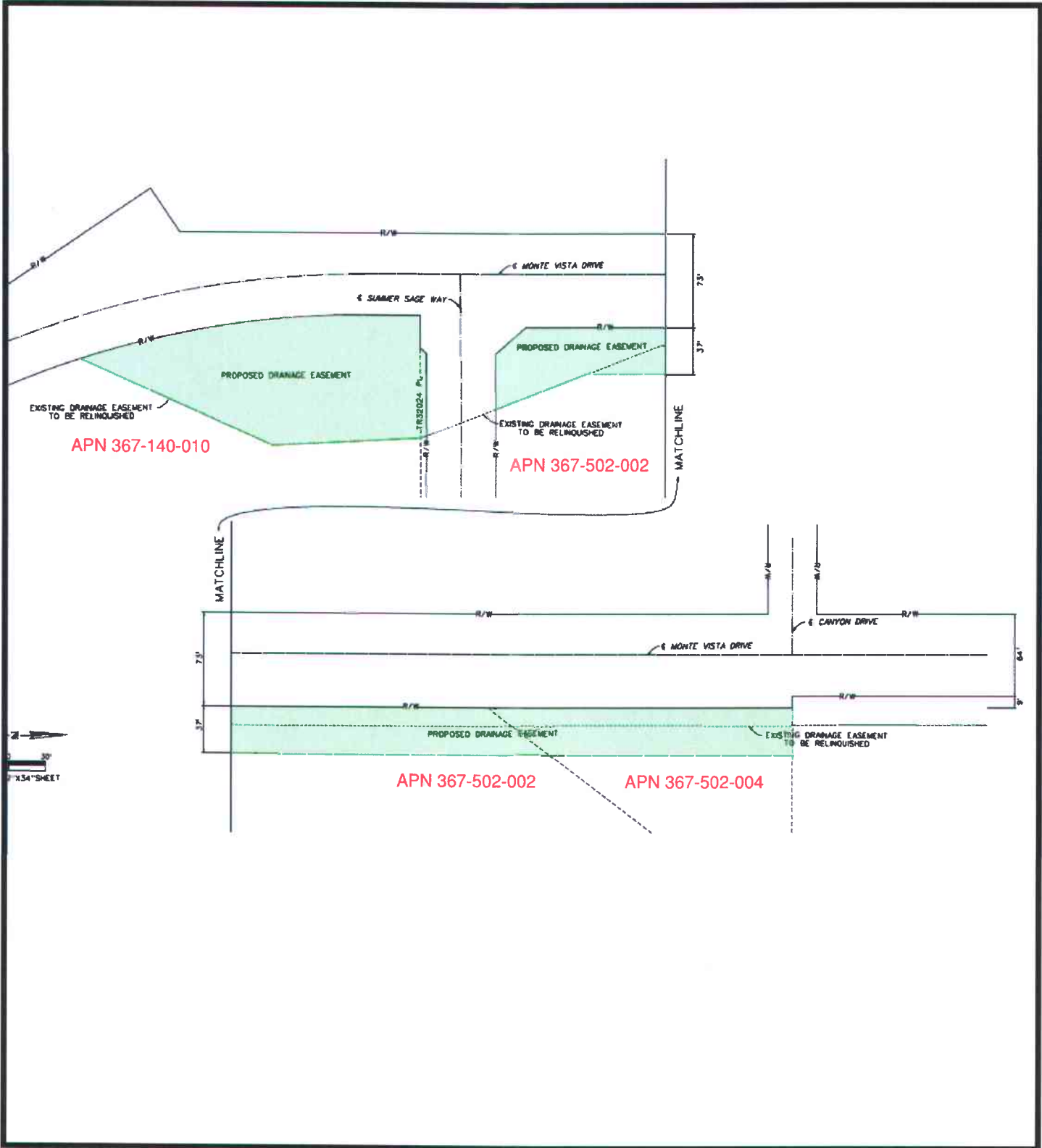




**Exhibit D**



# Exhibit E





**Exhibit F**

