

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



ITEM: 11.2
(ID # 14631)

MEETING DATE:

Tuesday, March 30, 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 Beaumont-Cherry Valley Water District for Beaumont MDP Line 16, Stage 50 (Also known as Recharge Basin Feeder) and Approval of the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District and the County of Riverside for Beaumont MDP Line 16, Stage 50, Project No. 5-0-00201, CEQA Exempt, District 5. [\$0] (Companion Item to MT Item No. 14660)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Cooperative Agreements ("Agreements") are 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 between the Riverside County Flood Control and Water Conservation District ("District") and the Beaumont-Cherry Valley Water District ("BCVWD"), hereinafter called "BCVWD Agreement", and authorize the Chair of the Board to execute the same on behalf of the District;

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ACTION: Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 3/18/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Perez 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 30, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board
By
Deputy

(Companion item 3.19)

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District ("District") and the County of Riverside ("County"), on behalf of its Transportation Department, hereinafter called "RCTD Agreement", and Authorize the Chair of the Board to execute the same on behalf of the District;
4. Direct the Clerk of the Board to return two (2) copies of the executed BCVWD Agreement to the District; and
5. Direct the Clerk of the Board to return one (1) copy of the executed RCTD Agreement to the District and one (1) copy of the executed RCTD Agreement to the County.

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Not Applicable			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Beaumont MDP Line 16, Stage 50 (aka Recharge Basin Feeder) project ("Project") is being designed by District, in partnership with BCVWD, as part of an effort to fulfill the District's ongoing goal to promote water conservation. The Project will help offset dependency on imported water for the unincorporated community of Cherry Valley, city of Beaumont, and portions of the city of Calimesa, all areas with limited local water resources. Surface flow from the watershed will be captured and conveyed to a groundwater recharge facility where the water will replenish the Beaumont Groundwater Basin – a major water supply source for the region. The Project includes construction of approximately 6,770 lineal feet of an underground storm drain system located in the unincorporated community of Cherry Valley. The Project will capture storm flows from the area and convey them to the BCVWD Noble Creek Recharge Facility.

On December 13, 2016 (Agenda Item No. 11.6), the Board of Supervisors approved the grant funding contract between the District and Santa Ana Watershed Project Authority ("SAWPA") which provides 2015 Proposition 84 Integrated Regional Water Management (IRWM) Grant ("Prop 84 IRWM Grant") funding for the District's Integrated Watershed Protection Program. The Project is one of the three projects funded by the Prop 84 IRWM Grant.

These Cooperative Agreements set forth the terms and conditions by which the District will design and construct the Project. The BCVWD Agreement is necessary as certain stormwater recharge infiltration facilities improvements located within the BCVWD's Noble Creek Recharge Facility will be included as a part of the District's construction project. The RCTD Agreement is needed for the County to grant the District the necessary rights to access, construct, operate and maintain the Project within County rights of way.

The estimated cost for the construction of the Project is \$6,640,000. The Prop 84 IRWM Grant through SAWPA will fund \$1,220,000 toward the construction costs of these facilities. The remaining Project costs will be covered through local funding. Under the BCVWD Agreement, the District and BCVWD will contribute funding toward the Project based on a 50-50 cost share formula toward the construction of said facilities.

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Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain system:

- Line 16 - Approximately 5,675 lineal feet of 54-inch to 84-inch reinforced concrete pipe to be constructed within Winesap Avenue and Grand Avenue. Line 16 will outlet into BCVWD's existing Noble Creek Recharge Facility;
- Line 16-A - Approximately 205 lineal feet of 48-inch reinforced concrete pipe to be constructed within Noble Street. Line 16-A will outlet into Line 16;
- Line 16-C - Approximately 350 lineal feet of 54-inch reinforced concrete pipe to be constructed within Jonathan Avenue. Line 16-C will outlet into Line 16; and
- Line 16-D (Feeder Line) - Approximately 1,250 lineal feet of 24-inch to 36-inch reinforced concrete pipe to be constructed in within Grand Avenue. This portion of Line 16-D will outlet into Line 16. The remainder of Line 16-D, approximately 90 lineal feet of 18-inch to 24-inch reinforced concrete pipe, near Bellflower Avenue will be maintained by BCVWD ("BCVWD Feeder Line").

BCVWD will accept ownership and responsibilities for the operation and maintenance of the BCVWD's Noble Creek Recharge Facility Phase II facility, BCVWD Feeder Line and the associated inlets near Bellflower Avenue.

The County will assume ownership and responsibility for the operation and maintenance for the Project's various catch basins, curb and gutter, inlets, connector pipes and storm drains that are 36 inches or less in diameter (with exception to the portion of Line 16-D described above) that are located within County held easements or rights of way; this includes Line 16-B.

County Counsel has approved the Cooperative Agreements as to legal form. BCVWD approved the BCVWD Agreement. A companion item for the RCTD Agreement appears on the Riverside County Transportation Department's Agenda this same date.

Prev. Agn. Ref.: MT#3110 11.6 of 12/13/16

Environmental Findings

The Agreements are exempt from CEQA pursuant to the State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), which provides, "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". Approval of the Agreements 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 Agreements do not foreclose any alternatives to the facilities, including a "no project" alternative, or foreclose 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 separate Agreements set forth the

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terms and conditions under which the District, BCVWD and the County will fund, operate, and maintain their respective facilities that may be constructed as part of the Project. The District is in the process of analyzing current environmental conditions as they relate to constructing, operating and maintaining the potential facilities that are the subject of the Agreements, pursuant to CEQA. The District's CEQA findings will be completed and provided to the County 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 Agreements in question may have a significant effect on the environment, Section 15061(b)(3) of the State CEQA Guidelines applies.

Impact on Residents and Businesses

These flood control facilities are funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion, these flood control facilities will (i) provide flood protection to adjacent property owners, businesses and future developments and (ii) allow the collected storm runoff to recharge the local groundwater system.

Additional Fiscal Information

The Project is estimated to cost \$6,6400,000. The District's share of the Project is being funded by Zone ad valorem property tax revenue. The remaining funding will be covered by BCVWD and the Prop 84 IRWM Grant. Sufficient funding is available in the District's Zone 5 budget for FY 2020-2021 and will be included in the proposed budget in future years as appropriate. Future operations and maintenance costs associated with the mainline storm drain system will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement between the District and BCVWD
3. Cooperative Agreement between the District and the County

RMI:AMR:blm
P8/237201



Jason Farin, Principal Management Analyst

3/23/2021



Gregory T. Priamos, Director County Counsel

3/18/2021

COOPERATIVE AGREEMENT
Beaumont MDP Line 16, Stage 50
(Also known as Recharge Basin Feeder)
Project No. 5-0-00201

This Cooperative Agreement ("Agreement"), dated as of March 30, 2021, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the Beaumont-Cherry Valley Water District, special-purpose governmental agency ("BCVWD"), hereby agree as follows:

RECITALS

A. DISTRICT has been awarded a 2015 Integrated Regional Water Management Grant ("IRWM GRANT") from the Santa Ana Watershed Project Authority (SAWPA), funded by Proposition 84 (The Safe Drinking Water, Water Quality Supply, Flood Control, River and Coastal Protection Bond Act of 2006). The IRWM GRANT award is approximately one million two hundred twenty thousand dollars (\$1,220,000) for the construction of Beaumont MDP Line 16; and

B. Beaumont MDP Line 16 consists of (i) approximately 5,700 lineal feet of an underground storm drain system to be constructed in Grand Avenue and outlets at the westerly end of Grand Avenue into BCVWD basin ("STORM DRAIN"), and (ii) approximately 1,070 lineal feet of 24-inch, and 172 lineal feet of 36-inch reinforced concrete pipes, beginning approximately at Sta. 23+00 and progresses downstream ("FEEDER LINE"), as shown in concept on Exhibit "A", attached hereto and made a part hereof; and

C. Associated with the construction of STORM DRAIN is the construction of (i) approximately 16 lineal feet of 18-inch and approximately 72 lineal feet of 24-inch reinforced concrete pipes, beginning upstream at Bellflower Avenue and progress downstream to approximately Sta. 23+00; grated drop inlets in Bellflower Avenue; modified manhole with gated

valve in Grand Avenue located upstream of FEEDER LINE ("FEEDER LINE EXTENSION") and (ii) certain storm water recharge infiltration facilities improvements consisting of enhanced spillways, recharge ponds, connector pipes, emergency drains and modification of emergency outlet structure(s) located within BCVWD's Noble Creek Recharge Facility Phase II ("NCRF-PH.II"). Emergency drains and outlet structure(s) will interconnect between existing basins and will ultimately connect to DISTRICT's existing Noble Creek Channel Stage II, as shown on DISTRICT's Drawing No. 5-0128 ("NOBLE CREEK CHANNEL"). FEEDER LINE EXTENSION and NCRF-PH.II are hereinafter called "BCVWD FACILITIES"; and

D. Together STORM DRAIN, FEEDER LINE and BCVWD FACILITIES are hereinafter called "PROJECT"; and

E. DISTRICT is willing to incorporate BCVWD FACILITIES as part of its construction contract for PROJECT; and

F. Construction of PROJECT will reduce the demand for imported water and provide necessary flood protection and drainage for a portion of the Cherry Valley community, located north of the City of Beaumont within the County of Riverside; and

G. DISTRICT is willing, pursuant to California Water Code Appendix 48-1 et seq., to contribute funding for the construction of PROJECT which benefits the zone in which the PROJECT is located; and

H. BCVWD is willing to prepare, or cause to be prepared, the necessary plans and specifications for BCVWD FACILITIES; and

I. DISTRICT is willing to allow BCVWD to provide input to DISTRICT consultant and engineer for record, JLC Engineering and Consulting, Inc. (JLC), to prepare the necessary plans and specifications for BCVWD FACILITIES, which includes design of the outlet to NOBLE CREEK CHANNEL, design of modifications to pond transfer pipes, and preparation

of all necessary technical report providing calculations, hydraulic modeling, and other parameters documenting the design approach and operations. DISTRICT intends to amend JLC's scope of work to include the services that are deemed necessary to design BCVWD FACILITIES as identified and directed by BCVWD and DISTRICT; and

J. BCVWD is willing to reimburse DISTRICT for JLC's costs in preparing the necessary plans and specifications for BCVWD FACILITIES for an amount estimated at Thirty-Eight Thousand One Hundred Twenty Dollars (\$38,120), hereinafter called "BCVWD DESIGN COST"; and

K. Due to mutual interests in this PROJECT, DISTRICT and BCVWD are willing to make a financial contribution towards construction of the PROJECT based on a jointly funded cost share contribution, as provided in this agreement for an estimated total PROJECT cost of Six Million Five Hundred Thousand Dollars (\$6,500,000), hereinafter called ("ESTIMATED CONSTRUCTION COST"); and

L. PROJECT construction costs are set forth herein and subject to the not to exceed amount provided herein:

(i) One hundred percent (100%) of the lowest responsible bid contract price for the PROJECT ("CONSTRUCTION COST"), plus any DISTRICT approved construction contract change orders ("CHANGE ORDERS"). Together, CONSTRUCTION COST and CHANGE ORDERS are called "ACTUAL CONSTRUCTION COST"; and

M. If ACTUAL CONSTRUCTION COST exceeds the total amount of Six Million Eight Hundred Thousand Dollars (\$6,800,000), DISTRICT and BCVWD is willing to enter into a negotiation with the intent of completing an addendum setting forth additional priority funding required to complete PROJECT construction; and

N. If the ESTIMATED CONSTRUCTION COST for the contract exceeds the total amount of Six Million Eight Hundred Thousand Dollars (\$6,800,000), either party to this Agreement may terminate the Agreement within ninety (90) days after opening of the bids and, thereafter, no party shall have any remaining obligation to the other party hereunder; and

O. IRWM GRANT would fund a portion of the CONSTRUCTION COST for PROJECT, while requiring local funding to complete PROJECT. IRWM GRANT further required DISTRICT and BCVWD to jointly complete the design and construction of PROJECT by September 30, 2021, however, this completion date has been extended to September 30, 2022, due to local area emergency activities and associated impacts. CONSTRUCTION COST minus IRWM GRANT of One Million Two Hundred Twenty Thousand Dollars (\$1,220,000) will result in a total cost shared for PROJECT, hereinafter called "SHARED COST"; and

P. BCVWD and DISTRICT wishes to jointly partner in the funding of PROJECT by providing a financial contribution of fifty percent (50%) of SHARED COST, as set forth in Recital O; and

Q. BCVWD is willing to reimburse DISTRICT for fifty (50%) of the remainder of SHARED COST ("BCVWD CONTRIBUTION"), provided that ACTUAL CONSTRUCTION COST shall not exceed the total amount of Six Million Eight Hundred Thousand Dollars (\$6,800,000); and

R. If IRWM GRANT is not disbursed, SHARED COST will become equal to ACTUAL CONSTRUCTION COST. DISTRICT's financial contribution towards PROJECT construction shall not exceed the total amount of Three Million Four Hundred Thousand Dollars (\$3,400,000), hereinafter called "DISTRICT CONTRIBUTION CAP", unless an addendum is successfully negotiated by both parties in accordance with Item M (above). BCVWD's financial contribution towards PROJECT construction shall not exceed the total amount of Three Million

Four Hundred Thirty Eight Thousand One Hundred Twenty Dollars (\$3,438,120), hereinafter called "BCVWD CONTRIBUTION CAP", unless an addendum is successfully negotiated by both parties in accordance with Item M (above); and

S. Prior to advertising PROJECT for construction bids, BCVWD shall prepare, subject to DISTRICT approval, a comprehensive operation and maintenance plan (O&M PLAN) for the BCVWD FACILITIES setting forth the maintenance responsibilities of the parties for PROJECT; and

T. All parties acknowledge their routine maintenance responsibilities for STORM DRAIN, FEEDER LINE and BCVWD FACILITIES, as explicitly defined in Recitals B and C above, and further assigned in Sections I.25 and II.15. BCVWD is responsible to monitor the debris and sediment flowing in the grated inlets in Bellflower Avenue and keep FEEDER LINE EXTENSION clean of debris and sediment. In the event debris and sediment flow is imminent and the grated inlets in Bellflower Avenue cannot be protected from entering FEEDER LINE EXTENSION, BCVWD shall immediately close the gate valve in the modified manhole located at approximately Station 23+00 to protect the debris and sediment from clogging the DISTRICT's FEEDER LINE. Failure by BCVWD to close the gate valve in a timely manner resulting in clogging of DISTRICT's FEEDER LINE, will trigger additional maintenance costs that shall be borne solely by BCVWD; and

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

NOW, THEREFORE, in consideration of the preceding recitals which are true and correct and incorporated into the operative provisions below and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

SECTION I – DISTRICT OBLIGATIONS

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. Review and approve O&M PLAN as it pertains to BCVWD FACILITIES and DISTRICT's flood control operations of the NOBLE CREEK CHANNEL.
3. Prepare or cause to be prepared, STORM DRAIN construction plans and specifications ("STORM DRAIN PLANS").
4. Amend JLC's scope of work to include the design, plans and specifications for BCVWD FACILITIES for an amount estimated at Thirty-Eight Thousand One Hundred Twenty Dollars (\$38,120).
5. Upon execution of this Agreement, issue the first invoice to BCVWD for BCVWD DESIGN COST in the amount of Thirty-Eight Thousand One Hundred Twenty Dollars (\$38,120).
6. Include the BCVWD approved and signed BCVWD FACILITIES as part of DISTRICT's construction contract for PROJECT.
7. Prior to commencing construction, obtain at its sole cost and expense, all necessary permits, approvals or agreements required by any federal, state and local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such documents may include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional

Conservation Authority, and are exclusive of any permits required for water rights ("REGULATORY PERMITS").

8. Advertise, award and administer a public works construction contract for PROJECT .

9. Provide BCVWD with written notice that DISTRICT has awarded a construction contract for PROJECT. The written notice to BCVWD shall include the Contractor's actual bid amounts for BCVWD FACILITIES.

10. Pursuant to the successful bidder's proposal to construct PROJECT, issue a second invoice to BCVWD for a partial payment of BCVWD CONTRIBUTION, for an amount of One Million Dollars (\$1,000,000), at the time of providing written notice to BCVWD of the award of a construction contract, as set forth in Section I.9.

11. Prior to commencing construction, schedule and conduct a pre-construction meeting(s) between DISTRICT and other affected entities. DISTRICT shall also notify and invite BCVWD personnel to attend PROJECT pre-construction meeting(s).

12. Notify BCVWD in writing at least fourteen (14) working days prior to the start of construction of BCVWD FACILITIES.

13. Furnish BCVWD, at the time of providing written notice for the pre-construction meeting(s) as set forth in Section I.12., 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.

14. Not permit any change to, or modification of BCVWD FACILITIES without the prior written permission and consent of BCVWD.

15. Construct or cause to be constructed, PROJECT, including BCVWD FACILITIES and pay its respective shared costs associated herewith.

16. Inspect, or cause to be inspected, construction of PROJECT.
17. 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 BCVWD employees on the site.
18. Require its construction contractor(s) to include BCVWD as an additional insured under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include BCVWD as a third party beneficiary of any and all warranties of the contractor's work with regard to BCVWD FACILITIES.
19. Once PROJECT construction progress payment nears thirty percent (30%), issue a third invoice to BCVWD for a partial payment of BCVWD CONTRIBUTION, for an amount of One Million Dollars (\$1,000,000).
20. Keep an accurate accounting of all DISTRICT approved (and BCVWD reviewed and accepted) change orders and other such construction contract documents as may be necessary, to establish ACTUAL CONSTRUCTION COST, and include this with a copy of DISTRICT's Notice of Completion, as set forth in Section I.22.
21. Upon completion of PROJECT construction, issue a fourth invoice to BCVWD for the remainder of BCVWD CONTRIBUTION, unless otherwise adjusted by successful negotiation of an addendum for additional priority funds as described in Recital M.
22. Within fourteen (14) working days of completing BCVWD FACILITIES construction, provide BCVWD with written notice that construction is complete and requesting that BCVWD conduct final inspections of BCVWD FACILITIES.
23. Upon completion of PROJECT construction and settlement of any outstanding claims for PROJECT, provide BCVWD with a copy of DISTRICT's Notice of Completion as set forth in Section I.22. In the event ACTUAL CONSTRUCTION COST exceeds

Six Million Eight Hundred Thousand Dollars (\$6,800,000), DISTRICT and BCVWD will negotiate an addendum for additional priority funding in accordance with Recital M. DISTRICT will issue a final invoice to BCVWD for its fifty percent (50%) cost share of the difference as set forth in said future addendum. If applicable, DISTRICT will return any unexpended BCVWD CONTRIBUTIONS to BCVWD.

24. Upon BCVWD's acceptance of BCVWD FACILITIES for ownership, operation and maintenance, provide BCVWD with a reproducible duplicate set of "Record Drawings" of STORM DRAIN PLANS and BCVWD FACILITIES.

25. Accept ownership and sole responsibility for the operation and maintenance of STORM DRAIN and FEEDER LINE.

26. 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.

SECTION II – BCVWD OBLIGATIONS

BCVWD shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
2. Prepare or cause to be prepared: (i) BCVWD FACILITIES utilizing JLC's services as set forth in Section I.4 and (ii) the O&M PLAN, and submit to DISTRICT for its review and approval, as appropriate, prior to advertising PROJECT for construction bids.

3. The O&M PLAN shall clearly show that the NCRF-PH.II basins will reserve a storage volume to ensure no discharge occurs to NOBLE CREEK CHANNEL from storms up to and including the 10-year, 3 hour frequency (determined to be approximately 40 Acre - Feet).
4. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's first invoice for BCVWD DESIGN COST, as set forth in Section I.5.
5. Prior to commencing construction, obtain at its sole cost and expense, any permits, licenses, or other agreements required for water rights related to PROJECT.
6. Review and accept any CHANGE ORDERS and other such construction contract documents for PROJECT.
7. Prior to the expiration of REGULATORY PERMITS, obtain renewals for any/all necessary permits, approvals or agreements as may be required by any Federal, State or local resource and/or regulatory agency for the continuing operation and maintenance of the BCVWD FACILITIES ("ONGOING REGULATORY PERMITS"). ONGOING REGULATORY PERMITS include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional Conservation Authority.
8. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's second invoice, for a partial payment of BCVWD CONTRIBUTION, as set forth in Section I.10.
9. Issue, at no cost to DISTRICT or DISTRICT's contractor, the necessary encroachment permit(s) and rights required to construct PROJECT within BCVWD jurisdiction and/or on BCVWD properties.

10. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's third invoice, for a partial payment of BCWVD CONTRIBUTION, as set forth in Section I.19.

11. Inspect the construction of PROJECT, including BCVWD FACILITIES, for quality control purposes at its sole cost. DISTRICT and BCVWD hereby pledge to work together cooperatively to inspect construction improvements for BCVWD FACILITIES. However, DISTRICT personnel shall be solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT and implementation of BCVWD FACILITIES.

12. Pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's fourth invoice, for the remainder of BCWVD CONTRIBUTION, as set forth in Section I.21.

13. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete, conduct a final inspection of BCVWD FACILITIES.

14. Upon completion of PROJECT construction and settlement of any outstanding claims and upon receipt of DISTRICT's Notice of Completion as set forth in Sections I.22 and I.23, pay DISTRICT, within forty-five (45) working days after receipt of DISTRICT's final invoice, for its cost share of the excess amount, if applicable and as adjusted by successful negotiation of addendum as set forth in Recital M. In the event ACTUAL CONSTRUCTION COSTS are less than the ESTIMATED CONSTRUCTION COSTS, DISTRICT shall return any unexpended funds to BCVWD within forty-five (45) working days as described in Section I.23.

15. Upon its determination that BCVWD FACILITIES is satisfactorily completed, provide DISTRICT with a written Notice of Final Acceptance and, thereupon, assume sole responsibility for ownership, operation and maintenance of BCVWD FACILITIES.

16. Grant DISTRICT, by execution of this Agreement, the right to construct, and inspect PROJECT and maintain STORM DRAIN within BCVWD owned rights of way or easements.

17. Order the relocation of all BCVWD facilities installed by permit or franchise within BCVWD rights of way that are in direct conflict with PROJECT. Said BCVWD facilities shall be relocated at BCVWD's expense. BCVWD shall determine limits of BCVWD facilities requiring relocation.

SECTION III

It is further mutually agreed:

1. ACTUAL CONSTRUCTION COST for PROJECT shall not exceed a total sum of Six Million Eight Hundred Thousand Dollars (\$6,800,000) and shall be used solely for the purpose of constructing PROJECT as set forth herein.

2. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the design, ownership, operation or maintenance of BCVWD FACILITIES. Nevertheless, DISTRICT and the Riverside County Transportation Department anticipate entering into a separate Cooperative Agreement whereby the two parties will stipulate their respective responsibilities with regard to ownership, operation and maintenance of the constructed PROJECT.

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

4. In the event BCVWD desires to include any additional work as part of BCVWD FACILITIES construction, BCVWD shall submit a written request to DISTRICT describing the additional work desired and agree to pay DISTRICT for any agreed upon work

requested. Payment for BCVWD requested additional work shall be based upon actual quantities of materials installed at the contract unit prices bid or at the negotiated change order prices.

5. DISTRICT and BCVWD each pledge to cooperate in regard to the operation and maintenance of their respective facilities 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' facilities.

6. DISTRICT shall indemnify, defend, save and hold harmless BCVWD (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 DISTRICT's obligations under this Agreement as set forth in Section I above, DISTRICT's performance under this Agreement, or DISTRICT's 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.

7. BCVWD shall indemnify, defend, save and hold harmless DISTRICT and the County of Riverside (including their respective officers, 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 BCVWD's (including its officers, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to

BCVWD's obligations under this Agreement as set forth in Section II above, BCVWD's performance under this Agreement, or BCVWD's 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.

8. 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 or action based upon the provisions of this Agreement.

9. 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: Design Section

BEAUMONT-CHERRY VALLEY
DISTRICT
560 Magnolia Avenue
Beaumont, CA 92223
Attn: Dan Jagers

10. 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.

11. This Agreement is to be construed in accordance with the laws of the State of California. Neither BCVWD nor DISTRICT shall assign this Agreement without the written consent of the other party.

12. 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 the 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.

13. This Agreement is the result of negotiations between the parties hereto, and with the advice and assistance of their respective counsel. No provision contained herein shall be

construed against DISTRICT solely because, as a matter of convenience, it prepared this Agreement in its final form.

14. 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. This Agreement may be changed or modified only upon the written consent of the parties hereto.

15. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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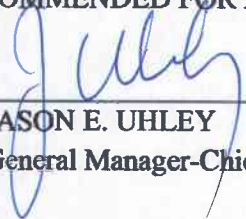
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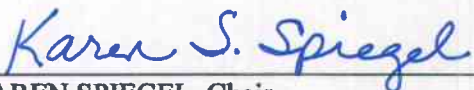
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

March 30, 2021
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By 
JASON E. UHLEY
General Manager-Chief Engineer

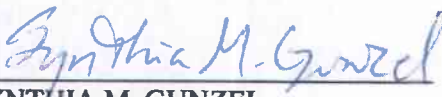
By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By 
Deputy

(SEAL)

Cooperative Agreement: Beaumont-Cherry Valley Water District
Beaumont MDP Line 16 (aka Recharge Basin Feeder)
Project No. 5-0-00201
AMR:blm
03/03/2021

BEAUMONT-CHERRY VALLEY WATER DISTRICT

By 
DANIEL K. JAGGERS
General Manager

ATTEST:

ANDY RAMIREZ
BCVWD Board Secretary

By 

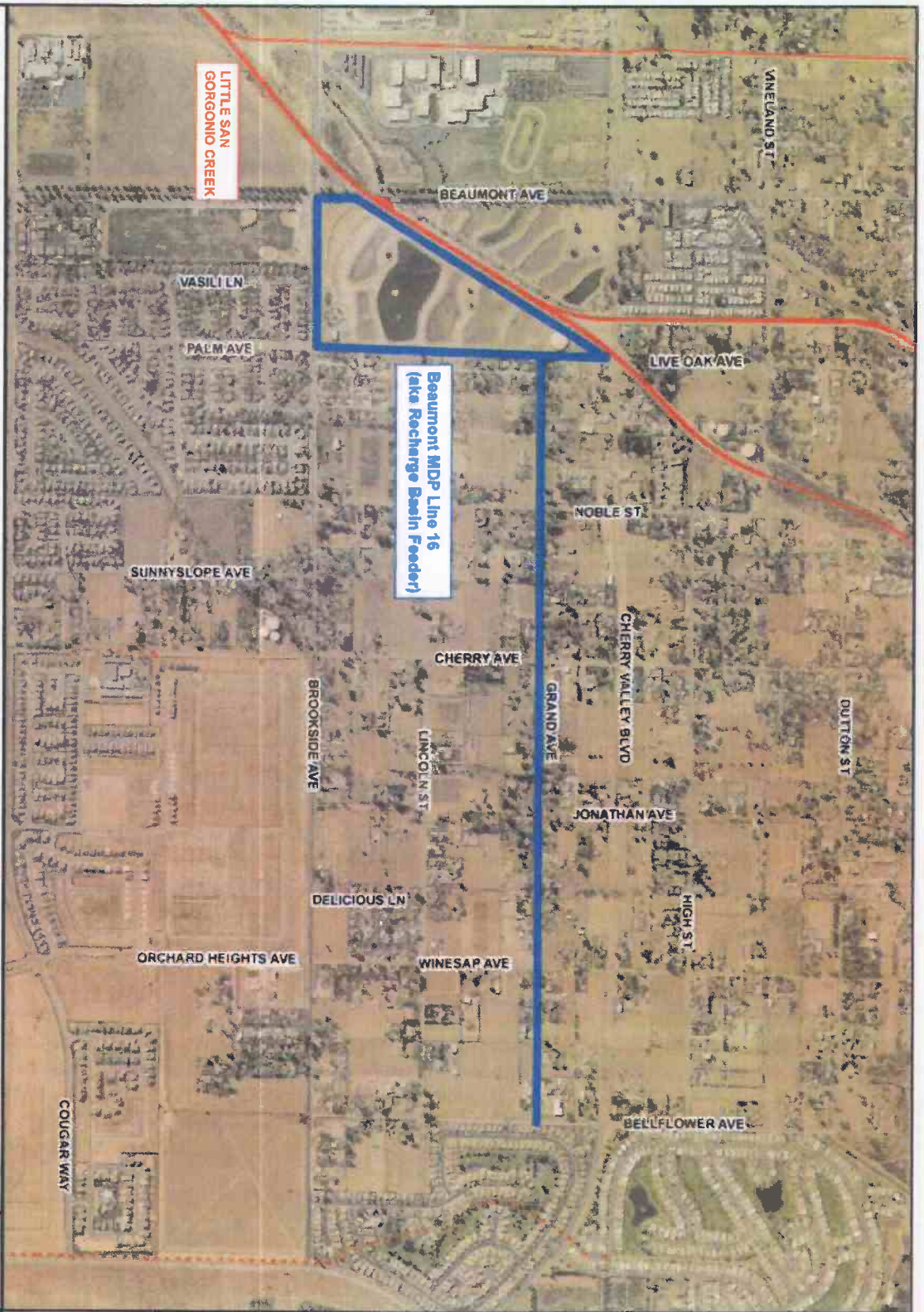
(SEAL)

Cooperative Agreement: Beaumont-Cherry Valley Water District
Beaumont MDP Line 16 (aka Recharge Basin Feeder)
Project No. 5-0-00201
AMR:blm
03/03/2021



EXHIBIT A Beaumont MDP Line 16 (aka Recharge Basin Feeder)

Project No. 50-00201



Legend:

- Proposed Facility
- Existing Open Channel Facility



COOPERATIVE AGREEMENT
 Beaumont MDP Line 16, Stage 50
 Project No. 5-0-00201

This Cooperative Agreement ("Agreement"), dated as of March 30, 2021 is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic, ("DISTRICT") and the County of Riverside, a political subdivision of the State of California ("COUNTY") on behalf of its Transportation Department. DISTRICT and COUNTY are collectively referred to herein as "PARTIES" and individually as "PARTY". The Parties hereto agree as follows:

RECITALS

A. DISTRICT has budgeted for and plans to design and construct the Beaumont MDP Line 16, Stage 50 to help provide necessary drainage improvements for the immediate adjacent areas in the unincorporated community of Cherry Valley; and

B. In partnership with Beaumont-Cherry Valley Water District ("BCVWD"), DISTRICT has been awarded a 2015 Integrated Regional Water Management ("IRWM") Implementation Grant from the Santa Ana Watershed Project Authority ("SAWPA"), funded by Proposition 84 (The Safe Drinking Water, Water Quality Supply, Flood Control, River and Coastal Protection Bond Act of 2006) for several projects including Beaumont MDP Line 16, Stage 50; and

C. DISTRICT intends to enter into a separate agreement with BCVWD that sets forth the funding, ownership, operations and maintenance responsibilities for Beaumont MDP Line 16, Stage 50 ("BCVWD AGREEMENT") between BCVWD and DISTRICT; and

D. Beaumont MDP Line 16, Stage 50, as shown on DISTRICT Drawing No. 5-0226, consists of the following:

i. Line 16 ("MAINLINE")

Approximately 5,700 lineal feet of underground storm drain system, as shown in concept in magenta on Exhibit "A" attached hereto and made a part hereof, including the associated outlet structure with concrete wingwalls and riprap. MAINLINE is to be constructed within Winesap Avenue and Grand Avenue. At its downstream terminus, MAINLINE will outlet into BCVWD's existing Noble Creek Recharge Facility ("BCVWD FACILITY"), as shown in concept in orange on Exhibit "A"; and

ii. Line 16-A ("LINE 16-A")

Approximately 205 lineal feet of 48-inch reinforced concrete pipe, as shown in concept in purple on Exhibit "A", which is to be constructed within Noble Street and extend southerly to outlet into MAINLINE. At its upstream terminus, LINE 16-A will terminate with a concrete bulkhead for future extension; and

iii. Line 16-C ("LINE 16-C")

Approximately 350 lineal feet of 54-inch reinforced concrete pipe, as shown in concept in dark blue on Exhibit "A", which is to be constructed within Jonathan Avenue and extend southerly to outlet into MAINLINE. At its upstream terminus, LINE 16-C will terminate with a concrete bulkhead for future extension; and

iv. Line 16-D ("LINE 16-D")

Approximately 1,300 lineal feet of 24-inch reinforced concrete pipe, as shown in concept in teal on Exhibit "A", which is to be constructed within Grand Avenue and extend westerly to outlet into

MAINLINE. At its upstream terminus, LINE 16-D will terminate with a drop inlet structure located within Bellflower Avenue; and

v. Altogether, MAINLINE, LINE 16-A, LINE 16-C, and LINE 16-D are hereinafter called "DISTRICT FACILITIES"; and

E. Associated with the construction of DISTRICT FACILITIES is the construction of certain catch basins, curb and gutter, AC dike, drop inlets, connector pipes and storm drains that are thirty-six inches (36") or less in diameter located within COUNTY held easements or rights of way, hereinafter called "APPURTENANCES". APPURTENANCES also include Line 16-B ("LINE 16-B"), which is shown in concept in green on Exhibit "A". LINE 16-D is excluded from APPURTENANCES; and

F. Also associated with the construction of LINE H STAGE 1 is the construction of certain street improvements, as depicted on DISTRICT Drawing No. 5-0226, hereinafter called "STREET IMPROVEMENTS"; and

G. Together, APPURTENANCES and STREET IMPROVEMENTS are hereinafter called "COUNTY FACILITIES"; and

H. Together, DISTRICT FACILITIES and COUNTY FACILITIES are hereinafter called "PROJECT"; and

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

J. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and COUNTY in regards to their respective roles and responsibilities associated with PROJECT.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree as follows:

SECTION I

DISTRICT shall:

1. Pursuant to the California Environmental Quality Act ("CEQA"), act as the Lead Agency and assume responsibility for the 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 applicable DISTRICT and COUNTY standards.
3. Obtain, at its sole cost and expense, all necessary rights of way, rights of entry and temporary construction easements necessary to construct, inspect, operate and maintain PROJECT.
4. Secure, at its sole cost and expense, all necessary permits, approvals, licenses or agreements required by any federal, state or local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT.
5. Prior to advertising PROJECT for public works construction contract bids, submit IMPROVEMENT PLANS to COUNTY for its review, comment and approval, as appropriate.
6. Advertise, award and administer a public works construction contract for PROJECT.
7. Provide COUNTY with written notice that DISTRICT has awarded a construction contract for PROJECT.
8. Within thirty (30) days of DISTRICT awarding PROJECT construction contract, pay the Western Riverside County Regional Conservation Authority ("RCA") the costs

associated with the mitigation fee per the 2004 Implementing Agreement for the Western Riverside County 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 the lowest responsible bid price, less the value of the applicable project specific mitigation.

9. Prior to commencing PROJECT construction, schedule and conduct a pre-construction meeting between DISTRICT, COUNTY and other affected entities. DISTRICT shall notify COUNTY at least twenty (20) days prior to conducting the pre-construction meeting.

10. Furnish COUNTY, 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 out on the various parts of work, including estimated start and completion dates.

11. Construct, or cause to be constructed, PROJECT pursuant to a DISTRICT administered public works construction contract, in accordance with IMPROVEMENT PLANS approved by DISTRICT and COUNTY, and pay all costs associated therewith.

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

13. 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 COUNTY employees on the site.

14. Require its construction contractor(s) to include COUNTY as an additional insured under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include COUNTY as a third party beneficiary of any and all warranties of the contractor's work with regard to COUNTY FACILITIES.

15. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as COUNTY accepts ownership and responsibility for operation and

maintenance of COUNTY FACILITIES as set forth in Section II.8. DISTRICT shall continue thereafter to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES.

16. Within two (2) weeks of completing PROJECT construction, provide COUNTY with written notice that PROJECT construction is substantially complete and requesting that COUNTY conduct a final inspection of PROJECT.

17. Upon DISTRICT's acceptance of PROJECT CONSTRUCTION as complete, provide COUNTY with a copy of DISTRICT's Notice of Completion.

18. Upon DISTRICT's acceptance of PROJECT construction as complete, provide COUNTY with a reproducible duplicate set of "record drawings" of IMPROVEMENT PLANS.

19. 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.

SECTION II

COUNTY shall:

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

2. Review, comment and approve, as appropriate and at its sole cost and expense, IMPROVEMENT PLANS prior to DISTRICT advertising PROJECT for construction bids.

3. Grant DISTRICT, by execution of this Agreement, all rights necessary to

construct, inspect, operate and maintain PROJECT within COUNTY rights of way.

4. Order the relocation of all utilities within COUNTY rights of way which conflict with the construction of PROJECT and which must be relocated at the utility company's expense.

5. Issue, at no cost to DISTRICT or DISTRICT's contractor(s), the necessary encroachment permit(s) required to construct PROJECT.

6. Inspect PROJECT construction for quality control purposes at its sole cost and expense, but provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT.

7. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete as set forth in Section I.16, conduct a final inspection of PROJECT.

8. Accept ownership and sole responsibility for the operation and maintenance of COUNTY FACILITIES upon (i) receipt of DISTRICT's Notice of Completion as set forth in Section I.17 and (ii) receipt of a reproducible duplicate set of "record drawings" of IMPROVEMENT PLANS as set forth in Section I.18.

9. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within COUNTY 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.

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 shall not be deemed complete until approved and accepted as complete by DISTRICT.

2. Except as otherwise provided herein, DISTRICT shall not be responsible for any additional street repairs or improvements not shown in IMPROVEMENT PLANS and not as a result of PROJECT construction.

3. In the event COUNTY desires to include any additional work as part of PROJECT, COUNTY shall submit a written request to DISTRICT describing the additional work desired and agrees to pay DISTRICT for any agreed upon work requested. Payment for COUNTY-requested additional work shall be based upon actual quantities of materials installed at the contract unit prices bid or at the negotiated change order prices.

4. DISTRICT and COUNTY each pledge to cooperate in regard to the operation and maintenance of their respective facilities 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' facilities.

5. DISTRICT and COUNTY agree to indemnify each other as follows:

- a. DISTRICT shall indemnify, defend, save and hold harmless COUNTY (including its 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, caused by, based upon, arising

out of or in any way relating to DISTRICT's (including its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) negligence or willful misconduct 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 attorneys' fees; or (d) any other element of any kind or nature whatsoever.

- b. COUNTY shall indemnify, defend, save and hold harmless DISTRICT (including its 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, caused by, based upon, arising out of or in any way relating to COUNTY's (including its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) negligence or willful misconduct 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 attorneys' fees; or (d) any other element of any kind or nature whatsoever.

c. This indemnification provision shall survive termination or expiration of this Agreement until such a time as the statute of limitations shall run for any claims that may arise out of this Agreement.

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

7. This Agreement is to be construed in accordance with the laws of the State of California.

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

RIVERSIDE COUNTY FLOOD CONTROL
AND CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Design III

COUNTY OF RIVERSIDE
4080 Lemon Street, 8th Floor
Riverside, CA 92502-1090
Attn: Transportation Department
Plan Check Section

9. 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.

10. 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 the 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.

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. 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 or action based upon the provisions of this Agreement.

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 and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

14. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature

means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

March 30, 2021
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
JASON E. UHLEY
General Manager-Chief Engineer


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

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
SYNTHIA M. GUNZEL
Chief Deputy County Counsel


By 
Deputy

(SEAL)

Cooperative Agreement w/County of Riverside
Beaumont MDP Line 16, Stage 50
Project No. 5-0-00201
1/22/21
RKM:blm

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
MARK LANCASTER
Director of Transportation

By 
KAREN SPIEGEL, Chair
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By 
Deputy

(SEAL)

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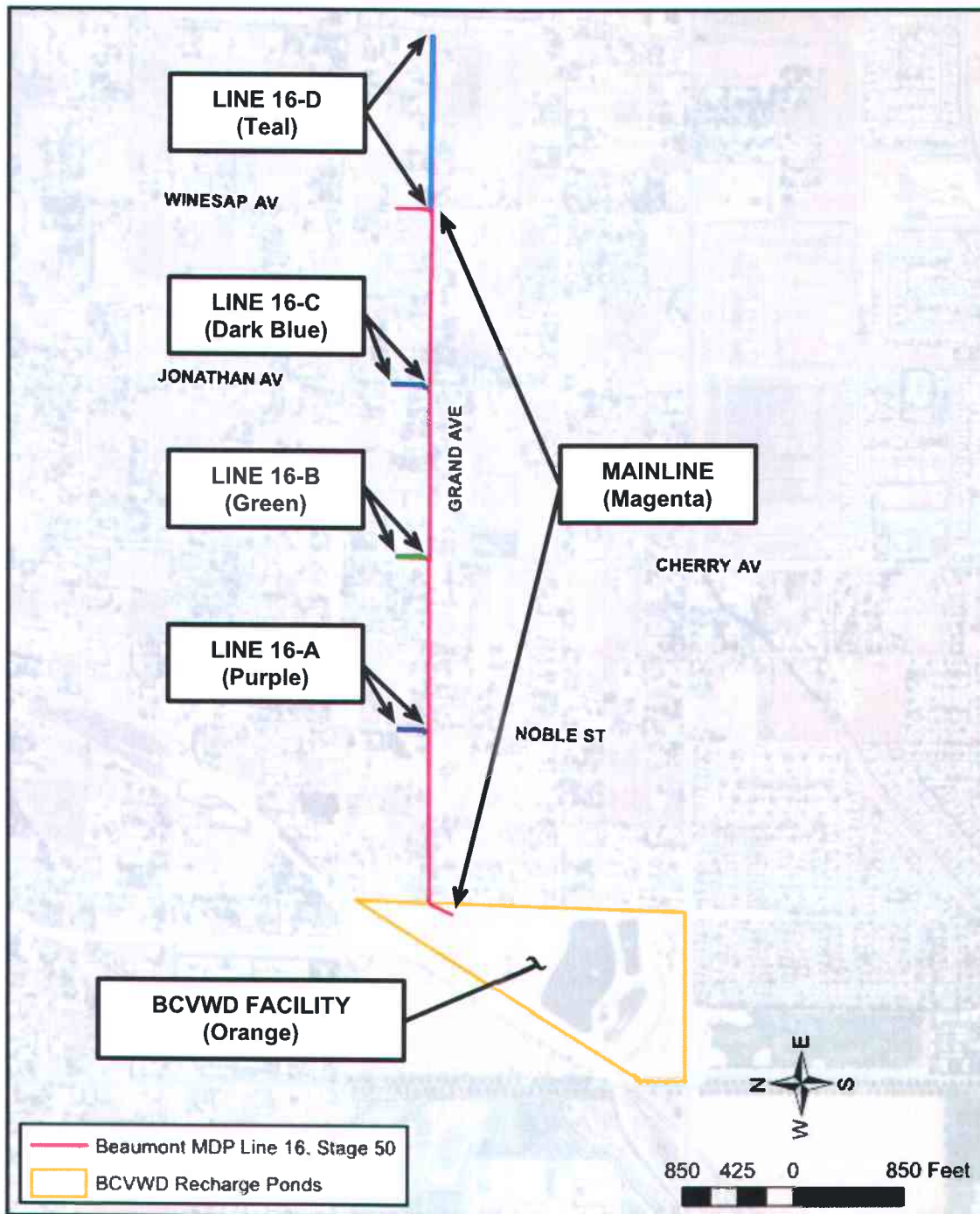
By _____
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement w/County of Riverside
Beaumont MDP Line 16, Stage 50
Project No. 5-0-00201
1/22/21
RKM:blm

Exhibit A



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