

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



ITEM: 11.2  
(ID # 17872)

**MEETING DATE:**  
Tuesday, January 11, 2022

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of the Cooperative Reimbursement Agreement Between the Riverside County Flood Control and Water Conservation District and Elsinore Valley Municipal Water District for Wildomar MDP Lateral C, Stage 3 Water Line, Project No. 7-0-00075-03, Nothing Further is Required Under CEQA, District 1. [\$0]

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

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) because all potentially significant effects have been adequately analyzed and considered in the adopted Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the Wildomar MDP Lateral C, Stage 3 Project (SCH No. 2021030570) (Project);
2. Approve the Cooperative Reimbursement Agreement (Agreement) between the Riverside County Flood Control and Water Conservation District (District) and Elsinore Valley Municipal Water District, a municipal corporation (EVMWD);

Continued on page 2

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

12/22/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: January 11, 2022  
xc: Flood

Kecia R. Harper  
Clerk of the Board  
By   
Deputy



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

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

3. Authorize the Chair of the Board of Supervisors for the District to execute the Agreement documents on behalf of the District;
4. Authorize the District's General Manager-Chief Engineer or designee to take all necessary steps to implement the Agreement, including, but not limited to, negotiating, approving and executing any non-substantive amendments, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return three (3) copies of the executed Agreement to the District.

<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:</b> Not Applicable			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> N/A	

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

**BACKGROUND:**

**Summary**

On March 2, 2021 (Minute Order 11.1), the Board of Supervisors for the District approved a cooperative agreement between the District and the City of Wildomar for the construction and maintenance of the Project. In conjunction with the District's responsibilities of constructing the Project, the District is also responsible for utility relocations during construction. The District has identified a certain existing water line, owned, operated and maintained by EVMWD, located at Summer Sage Way ("Water Line") that is in conflict with the Project.

The District needs the Water Line relocated and will include the Water Line relocation as part of its public works construction contract. EVMWD has agreed to complete the necessary plans and specifications, at its sole cost, and will reimburse the District for Water Line relocation costs, including all associated approved change orders.

The Agreement sets forth the terms and conditions by which EVMWD will provide reimbursement to the District for the relocation of the Water Line. Upon relocation, EVMWD will resume sole responsibility for the operation and maintenance of the Water Line within EVMWD rights of way and easements.

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



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**Environmental Findings**

As Lead Agency, the District prepared the adopted IS/MND (SCH No. 2021030570) which analyzed impacts associated with the Project, including the utility relocation that is the subject of this Agreement. The District found that no significant impact occurs as a result of the Project. As such, the District finds that no significant impact will occur from approving the Agreement as the Agreement merely sets forth the terms and conditions by which EVMWD will provide reimbursement to the District for the relocation of a certain Water Line located at Summer Sage Way that is in conflict with the Project. Nothing further is required under CEQA.

**Prev. Agn. Ref.:**

- **11.1 of 03/02/2021 (Cooperative Agreement)**
- **11.3 of 07/27/2021 (CEQA)**

**Impact on Residents and Businesses**

The District's financial contribution toward the reimbursement of said costs associated with the Water Line is funded by ad valorem property tax revenue and entails no new fees, taxes nor bonded indebtedness to residents and businesses. Upon the completion of the relocation and subsequent turnover of maintenance of the Water Line to EVMWD, the Water Line will no longer conflict with the storm drain plans for the Project. The residents and businesses of the city of Wildomar are the primary beneficiaries of the Water Line. Ancillary benefits will accrue to the public who will utilize the roadways.

**Additional Fiscal Information**

EVMWD will reimburse the District up to \$39,600 in funding toward the relocation costs of the Water Line. Future operation and maintenance costs associated with the relocated Water Line will accrue to EVMWD.

**ATTACHMENTS:**

1. Vicinity Map
2. Cooperative Reimbursement Agreement

AK:rlp  
P8/241250



Jason Farin, Principal Management Analyst 1/3/2022



Gregory H. Priamos, Director County Counsel 12/29/2021

COOPERATIVE REIMBURSEMENT AGREEMENT

Wildomar MDP Lateral C, Stage 3 (Water Line)

Project No. 7-0-00075-03

This Cooperative Reimbursement Agreement ("Agreement"), dated as of January 11, 2021<sup>2</sup>, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic, ("DISTRICT") and Elsinore Valley Municipal Water District, a municipal corporation, ("EVMWD"). DISTRICT and EVMWD are individually referred to herein as "Party" and collectively referred to herein as the "Parties". The Parties hereto hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for and plans to design, construct and subsequently operate and maintain certain flood control facilities to collect and convey stormwater runoff ("Wildomar MDP Lateral C, Stage 3 Project"), as shown on DISTRICT's Drawing No. 7-0550, providing improved drainage and flood protection to the downstream area of Wildomar MDP Lateral C, Stage 2; and

B. Within the Wildomar MDP Lateral C, Stage 3 Project, EVMWD owns, operates and maintains a certain water line located at Summer Sage Way. DISTRICT has determined that approximately 50 lineal feet of said water line is conflicting with Wildomar MDP Lateral C, Stage 3 Project and, therefore, must be relocated. The portion of the water line that must be relocated is as shown in concept in "red" on Exhibit "A", attached hereto and made a part hereof, and are hereinafter called "WATER LINE"; and

C. DISTRICT desires to work with EVMWD to expedite the relocation of the WATER LINE; and

D. EVMWD desires DISTRICT to include WATER LINE as part of its public works construction contract.

E. At its sole cost and expense, EVMWD shall prepare or cause to be prepared the necessary plans and specifications for WATER LINE, hereinafter called "WATER LINE RELOCATION PLANS"; and

F. EVMWD shall reimburse DISTRICT for:

(i) One hundred percent (100%) of the lowest responsible construction contract bid price for WATER LINE ("WATER LINE CONSTRUCTION COST"); and

(ii) One hundred percent (100%) of the costs associated with WATER LINE CONSTRUCTION COST contract change orders generated as a result of unforeseen conditions (e.g., unmarked utility crossing) ("WATER LINE CHANGE ORDER"); and

G. Together, WATER LINE CONSTRUCTION COST and WATER LINE CHANGE ORDER are hereinafter called "EVMWD CONTRIBUTION". The EVMWD CONTRIBUTION estimate, as shown in concept on Exhibit "B", attached hereto and made a part hereof, shall not to exceed Thirty-Nine Thousand Six Hundred Dollars (\$39,600) without written amendment to this Agreement; and

H. DISTRICT is willing to incorporate WATER LINE RELOCATION PLANS along with the plans and specifications for Wildomar MDP Lateral C, Stage 3 Project ("IMPROVEMENT PLANS") as part of its public works construction contract provided that EVMWD pays EVMWD CONTRIBUTION; and

I. Sometimes, Wildomar MDP Lateral C, Stage 3 Project and WATER LINE are collectively referred to herein called "PROJECT"; and

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



K. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and EVMWD 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. Review and approve WATER LINE RELOCATION PLANS as set forth in Section I.2 when DISTRICT has determined that such plans are found acceptable to DISTRICT prior to the start of PROJECT construction.
3. At its sole cost and expense, obtain all necessary rights of way, rights of entry, encroachment permits and temporary construction easements as may be necessary to construct, inspect, operate and maintain PROJECT.
4. At its sole cost and expense, secure all necessary permits, approvals, licenses or agreements required by any federal or state resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT.
5. Include EVMWD's approved and signed WATER LINE RELOCATION PLANS as part of DISTRICT's construction contract for PROJECT as set forth in Recital H.

6. 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, provided the EVMWD does all of the following: (i) provides the applicable WATER LINE RELOCATION PLANS to the DISTRICT for WATER LINE as set forth in Section II.2 prior to the DISTRICT advertising the PROJECT; (ii) reimburses DISTRICT for one hundred percent (100%) of the WATER LINE CONSTRUCTION COST as set forth in Recital F(i) and Section II.7; and if applicable (iii) reimburses DISTRICT for one hundred percent (100%) of the WATER LINE CHANGE ORDER as set forth in Recital F(ii) and Section II.8

7. Provide EVMWD with written notice that DISTRICT has awarded a construction contract for PROJECT. The written notice to EVMWD shall include a copy of the actual bid documents for WATER LINE CONSTRUCTION COST, setting forth the EVMWD CONTRIBUTION amount.

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

9. At the time of providing written notice of award of construction contract pursuant to Section I.7, invoice EVMWD (Attention: Engineering Manager) for WATER LINE CONSTRUCTION COST.

10. 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").

11. Prior to commencing PROJECT construction, notify EVMWD to schedule and conduct a pre-construction meeting between DISTRICT, EVMWD and other affected entities.

12. At the time of providing written notice for the pre-construction meeting as set forth in Section I.11, furnish EVMWD 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.

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

14. Require its construction contractor(s) to submit an inspection application to EVMWD including all material submittals for approval by EVMWD and DISTRICT in accordance with the WATER LINE RELOCATION PLANS.

15. 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 EVMWD employees on the site.

16. Not permit any change to or modification of WATER LINE RELOCATION PLANS without the prior written permission and consent of EVMWD.

17. Construct or cause to be constructed PROJECT pursuant to a DISTRICT administered public works construction contract in accordance with approved WATER LINE RELOCATION PLANS and IMPROVEMENT PLANS by EVMWD and DISTRICT.

18. Keep an accurate accounting of all DISTRICT costs associated with the construction of WATER LINE and include the final accounting when invoicing EVMWD for WATER LINE and WATER LINE CHANGE ORDER. The final accounting of construction costs shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, EVMWD accepted change orders and other such construction contract documents as may be necessary to establish the actual cost of construction for WATER LINE.

19. Relocate or cause WATER LINE to be relocated.

20. At DISTRICT's sole cost and expense, inspect or cause PROJECT construction to be inspected. DISTRICT inspector shall convey comments related to WATER LINE to the EVMWD inspector.

21. If applicable, submit any and all proposed WATER LINE CHANGE ORDER for WATER LINE to EVMWD (Attn: EVMWD Engineering Manager) via letter or email for review and approval.

22. Within two (2) weeks of PROJECT completion, provide EVMWD the written notice that PROJECT construction is substantially complete and request that (i) EVMWD conduct or cause to conduct a final inspection of WATER LINE; and (ii) subsequently assume ownership and responsibility for operation and maintenance of WATER LINE.

23. Upon completion of final inspection of WATER LINE and the relocation of WATER LINE deemed complete by EVMWD inspector, provide EVMWD with notice that the relocation of WATER LINE is complete ("Notice of Completion"). The Notice of Completion shall affect the transfer of operation and maintenance of WATER LINE to EVMWD without the need for any further action on the part of DISTRICT or EVMWD.

24. If applicable, at the time of providing notice to EVMWD of completion of final inspection of WATER LINE as set forth in Section I.23, invoice EVMWD for WATER LINE CHANGE ORDER. The invoice shall include the final accounting as set forth in Section I.18.

25. Upon EVMWD's acceptance of WATER LINE for ownership, operation and maintenance, provide EVMWD with a reproducible duplicate set of "record drawings" of WATER LINE plans.

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

EVMWD shall:

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

2. At EVMWD's sole cost and expense, prepare and furnish DISTRICT (Attention: Design II Section) with the WATER LINE RELOCATION PLANS in accordance with applicable EVMWD standards, which includes providing DISTRICT with EVMWD specifications specific to WATER LINE.

3. Not permit any change to or modification of WATER LINE RELOCATION PLANS without the prior written permission and consent of DISTRICT after the PROJECT has been advertised.



4. Grant DISTRICT, by execution of this Agreement, all rights necessary to access, construct, inspect and maintain WATER LINE within EVMWD rights of way or easements, including the relocation of the interfering and affected portions of WATER LINE.

5. Issue, at no cost to DISTRICT or DISTRICT's contractor, the necessary encroachment permit(s) required to perform construction of WATER LINE as set forth in Section I.3, pursuant to its rules and regulations and comply with all provisions set forth therein.

6. Within thirty (30) calendar days of the receipt of invoice from DISTRICT, pay DISTRICT for WATER LINE CONSTRUCTION COST as set forth in Section I.6(ii).

7. Within thirty (30) calendar days of the receipt of invoice from DISTRICT, pay DISTRICT for WATER LINE CHANGE ORDER as set forth in Section I.6(iii).

8. At EVMWD's sole cost and expense, inspect WATER LINE to ensure that the WATER LINE is constructed in accordance with WATER LINE RELOCATION PLANS and EVMWD specifications. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete as set forth in Section I.22, conduct or cause to conduct a final inspection of WATER LINE.

9. Accept ownership and sole responsibility for the operation and maintenance of WATER LINE upon: (i) receipt of DISTRICT's Notice of Completion as set forth in Section I.23; and (ii) receipt of a reproducible duplicate set of "record drawings" of WATER LINE plans as set forth in Section I.25

### SECTION III

It is further mutually agreed:

1. EVMWD CONTRIBUTION shall not exceed a total sum of Thirty-Nine Thousand Six Hundred Dollars (\$39,600) without written amendment to this Agreement and shall be used by DISTRICT solely for the purpose of constructing WATER LINE as set forth herein.

2. EVMWD shall not pay interest or finance charges on any outstanding balance(s).
3. WATER LINE shall at all times remain solely owned by and the exclusive responsibility of EVMWD. Nothing herein shall be construed as creating any obligation or responsibility on the part of DISTRICT to operate, maintain or warranty WATER LINE.
4. Except as otherwise provided herein, all construction work involved with WATER LINE shall be inspected by DISTRICT and EVMWD and shall not be deemed complete until approved and accepted as complete by DISTRICT and EVMWD.
5. Except as otherwise provided herein, DISTRICT shall not be responsible for any additional repairs or improvements not shown on IMPROVEMENT PLANS or WATER LINE RELOCATION PLANS and not as a result of PROJECT construction.
6. In the event EVMWD desires to include any additional work as part of the WATER LINE, EVMWD 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 EVMWD 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.
7. DISTRICT and EVMWD 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.
8. DISTRICT shall indemnify, defend, save and hold harmless EVMWD (including its directors, officers, 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 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.

9. EVMWD shall indemnify, defend, save and hold harmless DISTRICT and the County of Riverside (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 EVMWD's (including its directors, officers, 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.

10. 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.

11. Any waiver by DISTRICT or EVMWD 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 EVMWD to require from any other Party 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 EVMWD from enforcing this Agreement.



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

13. 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 II

ELSINORE VALLEY  
MUNICIPAL WATER DISTRICT  
31315 Chaney Street  
Lake Elsinore, CA 92530  
Attn: Engineering Manager

14. 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.

15. 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 EVMWD nor DISTRICT shall assign this Agreement without the written consent of the other party.

16. 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.

17. 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.

18. The individual(s) executing this Agreement on behalf of Parties certify that they have the authority within their respective company(ies) to enter into and execute this Agreement and have been authorized to do so by all boards of directors, legal counsel and/or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

19. 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.

20. 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.

21. 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.

22. Time is of the essence in prosecuting the work contemplated under this Agreement. At any time during the term of this Agreement, DISTRICT may terminate this Agreement for cause, including, but not limited to, EVMWD's failure to prosecute the work in a timely manner, upon providing EVMWD thirty (30) days written notice stating the extent and effective date of termination.

23. The obligation(s) of DISTRICT is limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution toward the PROJECT as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify EVMWD in writing. The Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by EVMWD.

24. 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. 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 Cooperative

Reimbursement Agreement on  
January 11, 2022  
(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 *Steph K. Nelson*  
STEPHANIE K. NELSON  
Deputy County Counsel

By *Priscilla Raso*  
Deputy

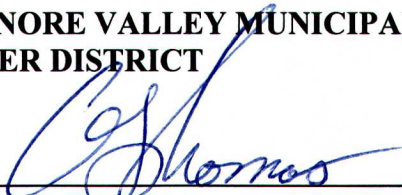
(SEAL)





RECOMMENDED FOR APPROVAL:


**ELSINORE VALLEY MUNICIPAL  
WATER DISTRICT**

By   
GREG THOMAS  
General Manager

APPROVED AS TO FORM:

ATTEST:

By   
Best, Best & Krieger  
EVMWD Attorney

By   
Terese Quintanar  
EVMWD Secretary

(SEAL)

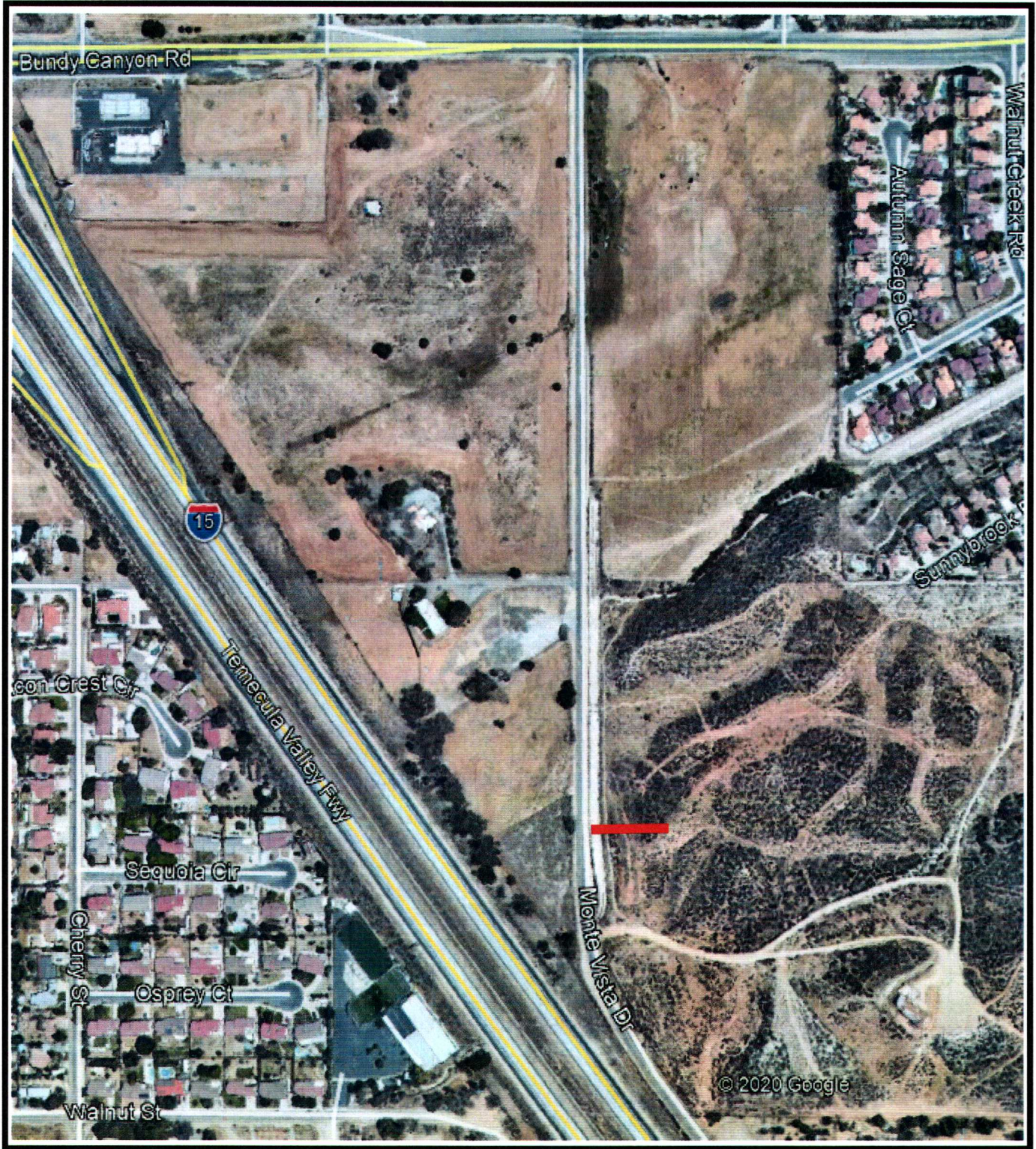








Exhibit "A"



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



Exhibit B  
Wildomar MDP Lateral C Stg 3  
Project Cost Estimate

#	Description	Quantity	UOM	Unit Cost	Total
1	12" DIP CL-350	50	LF	\$160	\$8,000
2	Connect to existing waterline	2	EA	\$5,000	\$10,000
3	Remove Existing Fire Hydrant	1	EA	\$2,500	\$2,500
4	Remove Existing Air Vac	1	EA	\$2,500	\$2,500
5	Remove Existing 12" DIP	1	LS	\$5,000	\$5,000
6	Testing and Disinfection	1	LS	\$5,000	\$5,000
	Subtotal				<b>\$33,000</b>
	20% Contingency			20%	\$6,600
	Total				<b><u>\$39,600</u></b>