

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.77
(ID # 28373)**

MEETING DATE:
Tuesday, July 29, 2025

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION DEPARTMENT: Approval of the Cooperative Agreement by and between the County of Riverside and the Riverside County Flood Control and Water Conservation District for the Temescal Wash-Hostettler Road Storm Drain in the Horsethief Canyon community. District 2. [\$1,604,496 Total Cost - Flood Control District 100%] (Companion Item to MT Item No. 28174)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement by and between the County of Riverside, Transportation (County) and Riverside County Flood Control and Water Conservation District (District) for the Temescal Wash-Hostettler Road Storm Drain Improvements and authorize the Chairman of the Board to execute the same.


ACTION:Policy


Dennis Acuna, Director of Transportation 7/16/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: July 29, 2025
xc: Transp., Flood

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

(Companion Item 14.3)

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,604,496	\$ 0	\$ 1,604,496	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Flood Control District (100%). There are no General Funds used in this project.			Budget Adjustment:	No
			For Fiscal Year:	25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

DISTRICT and COUNTY wish to work collaboratively to expedite the construction of the Temescal Wash-Hostettler Road Storm Drain project, to reduce street flooding for the existing road and provide flood protection for the immediate adjacent areas. Hostettler Road is one of only two roadways utilized by residents of the Horsethief Canyon Ranch community. Closure of this road due to storm inundation raises significant public safety concerns for the community.

The proposed Temescal Wash-Hostettler Road Storm Drain will include an inlet apron, outlet channel and associated safety features within the DISTRICT's rights of way, and within the COUNTY's rights of way is the construction of road culverts, inlet and outlet headwalls, associated concrete pads, slope protection barriers, signage, and fencing. The project will be designed to minimize road flooding and increase public safety during storm events.

Due to the County's extensive experience in the administration and construction of road projects, The DISTRICT desire to designate the COUNTY as the lead administrative agency to perform the administration and construction for the project.

This Agreement between the COUNTY, and the DISTRICT, outlines the terms and conditions by which the County will provide the administrative, managerial, and construction support services necessary for the construction and implementation of the project. The cost to provide these services including the cost of construction is estimated to be \$1,604,496 which will be reimbursed directly from the DISTRICT. The DISTRICT will be the lead agency to consider and approve any and all environmental documents required by CEQA for this Project.

The Agreement will be approved concurrently by the DISTRICT on July 29, 2025.

Temescal Wash-Hostettler Road Storm Drain Project Number: D5-0041

Impact on Residents and Businesses

The proposed improvements will improve safety, enhance operational efficiency, and reduce flooding of the roadway on Hostettler Road.

SUPPLEMENTAL:

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Additional Fiscal Information

This Cooperative Agreement will provide the funding necessary to construct the Temescal Wash-Hostettler Road Storm Drain project. The DISTRICT agrees to provide up to \$1,604,496 in funding to the COUNTY to construct this project.

There are no General Funds used for this project.

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Vicinity Map

Agreement



Jason Farin, Principal Policy Analyst

7/23/2025



Aaron Gettis, Chief of Deputy County Counsel

7/21/2025

COOPERATIVE AGREEMENT
 Temescal Wash-Hostettler Road Storm Drain
 (Hostettler Road Improvements)
 DISTRICT Project No. 2-0-00053
 COUNTY Project No. D5-0041

This Cooperative Agreement ("Agreement"), dated as of JUL 29 2025, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and 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 individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereto agree as follows:

RECITALS

A. DISTRICT and COUNTY wish to work collaboratively to expedite the construction of the Temescal Wash-Hostettler Road Storm Drain project to reduce street flooding for the existing road and provide flood protection for the immediate adjacent areas. Hostettler Road is one of only two roadways utilized by residents of the Horsethief Canyon Ranch community. Closure of this road due to storm inundation raises significant public safety concerns for the community; and

B. Temescal Wash-Hostettler Road Storm Drain will include an inlet apron, outlet channel and associated safety features within DISTRICT's rights of way ("DISTRICT FACILITIES"). DISTRICT FACILITIES are shown on DISTRICT's Drawing No. 2-0512 (labeled as 'To Be Maintained By RCFC&WCD') and in concept on Exhibit "A", attached hereto and made a part hereof; and

C. Included with the construction of DISTRICT FACILITIES, is the construction of road culverts, inlet and outlet headwalls, associated concrete pads, slope protection barriers, signage and fencing located within COUNTY rights of way, including any portion of the culvert

and headwall within DISTRICT's right of way ("COUNTY FACILITIES"). COUNTY FACILITIES are shown on DISTRICT's Drawing No. 2-0512 (labeled as 'To Be Maintained By RCTD') and in concept on Exhibit "A"; and

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

E. Associated with the construction of PROJECT are the relocation of certain utilities in conflict with PROJECT for which COUNTY cannot exercise the franchise authority to order relocation due to lack of prior rights ("FRANCHISE UTILITIES"). COUNTY shall lead relocation of FRANCHISE UTILITIES, which may be included in the public works construction contract for PROJECT; and

F. To facilitate COUNTY's construction of PROJECT, DISTRICT has budgeted for and plans to prepare or cause to be prepared PROJECT plans; and

G. Due to the Parties' mutual interest in PROJECT, DISTRICT wishes to support COUNTY's efforts by providing a financial contribution to construct PROJECT; and

H. DISTRICT's contributions shall be as follows:

- i. One hundred percent (100%) of the lowest responsible bid contract price for construction of PROJECT and the costs associated with FRANCHISE UTILITIES ("CONSTRUCTION CONTRIBUTION"); and
- ii. One hundred percent (100%) of construction contract change orders ("CONSTRUCTION CHANGE ORDERS CONTRIBUTION"); and

I. CONSTRUCTION CONTRIBUTION and CONSTRUCTION CHANGE ORDERS CONTRIBUTION are hereinafter called "TOTAL DISTRICT CONTRIBUTION". TOTAL DISTRICT CONTRIBUTION for the PROJECT is estimated at One Million Six Hundred Four Thousand Four Hundred and Ninety-Six Dollars (\$1,604,496.00); and

J. COUNTY agrees to contribute funding along with administrative, technical, managerial and support services necessary for the implementation of PROJECT, as set forth herein; and

K. If TOTAL DISTRICT CONTRIBUTION exceeds the estimate amount of One Million Six Hundred Four Thousand Four Hundred and Ninety-Six Dollars (\$1,604,496.00), DISTRICT and COUNTY are willing to enter into a negotiation with the intent of completing an amendment setting forth additional funding required to complete PROJECT construction; and

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

M. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and COUNTY with respect to design, construction, inspection, ownership, operation and maintenance of PROJECT and the payment of TOTAL DISTRICT CONTRIBUTION.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, 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 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, the necessary plans and specifications for PROJECT ("IMPROVEMENT PLANS") in accordance with applicable DISTRICT and COUNTY standards.

3. At its sole cost and expense, provide the necessary right of way mapping to COUNTY deemed necessary for the construction, operation and maintenance of PROJECT. Such mapping shall include, but not limited to, all relevant data, diagrams and spatial information required to delineate and identify the boundaries and extents of the right of ways.

4. Secure, at its sole cost and expense and comply with all necessary permits, environmental 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. Submit IMPROVEMENT PLANS to COUNTY for its review, comment and approval, as appropriate.

6. By execution of this Agreement, grant COUNTY all rights and easements necessary to access, construct and inspect PROJECT and operate and maintain COUNTY FACILITIES within DISTRICT rights of way or easements.

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

8. Prior to COUNTY advertising PROJECT for bids, furnish COUNTY with final signed IMPROVEMENT PLANS.

9. Prior to COUNTY advertising PROJECT for bids at its sole cost and expense, review and approve all right of way documents necessary for the construction, operation and maintenance of PROJECT, as provided by COUNTY.

10. Within seven (7) calendar days following COUNTY's public works construction bid opening, review and approve or reject bids for construction of PROJECT.

11. Within thirty (30) business days of COUNTY awarding PROJECT construction contract, 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 PROJECT, or three percent (3%) of the contract bid price, less the value of the applicable project specific mitigation. This amount is separate and apart from the TOTAL DISTRICT CONTRIBUTION.

12. Within thirty (30) business days of receiving COUNTY's invoice, pay COUNTY for CONSTRUCTION CONTRIBUTION as set forth in Section II.10., subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of One Million Six Hundred Four Thousand Four Hundred and Ninety-Six Dollars (\$1,604,496.00).

13. Prior to commencing PROJECT construction, at its sole cost and expense, order or caused to be ordered the utility exploration/potholing to determine the depth, location of utilities and/or any other existing structures that may conflict with PROJECT.

14. Upon receipt of COUNTY's written request, perform all survey and construction staking work as needed for PROJECT as set forth in Section III.9.

15. Conduct periodic inspections of the DISTRICT FACILITIES construction for quality control purposes at its sole cost and provide any comments to COUNTY's designated construction inspector for the PROJECT.

16. Upon receipt of COUNTY's written notice that PROJECT construction is substantially complete as set forth in Section II.21., conduct a final inspection of DISTRICT FACILITIES.

17. Within thirty (30) calendar days of receiving COUNTY's invoice, pay COUNTY for CHANGE ORDERS CONTRIBUTION, as set forth in Section II.25.

18. Accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES once all of the following takes place (i) DISTRICT's inspection of DISTRICT FACILITIES in accordance with Sections I.15. and II.21., (ii) DISTRICT's acceptance of DISTRICT FACILITIES construction as being complete, (iii) DISTRICT's receipt of COUNTY's recorded Notice of Completion as set forth in Section I.23., (iv) DISTRICT's

receipt of appropriate engineering documentation as set forth in Section I.26. and (v) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

19. Provide COUNTY with a reproducible duplicate set of "record drawings" of IMPROVEMENT PLANS upon (i) DISTRICT acceptance of PROJECT construction as being complete and (ii) DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section II.27.

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, IMPROVEMENT PLANS prior to COUNTY's advertising PROJECT for construction bids. COUNTY shall review and change any provisions as needed to ensure that the specifications include contract items that address all IMPROVEMENT PLANS' criteria. Also, ensure the language used on IMPROVEMENT PLANS, if necessary, matches the contract items and words used in the specifications.

3. Upon execution of this Agreement, grant DISTRICT the right to enter upon COUNTY's property where necessary and convenient for the purpose of gaining access to and performing inspection service for, the construction of PROJECT and operation and maintenance of DISTRICT FACILITIES as set forth herein.

4. Prior to advertising PROJECT for public works construction contract, prepare or cause to be prepared the final cost estimates for PROJECT to ensure bid items match IMPROVEMENT PLANS.

5. Prior to advertising PROJECT for public works construction contract, secure all necessary rights of way, rights of entry and construction easements and acquire all parcels necessary to construct, inspect, operate and maintain PROJECT ("ROW DOCUMENTS").

6. Advertise a public works construction contract for PROJECT pursuant to the applicable provisions of the California Public Contract Code.

7. Prior to awarding a public works construction contract for PROJECT, provide DISTRICT seven (7) calendar days following construction bid opening to review and approve or reject bids for construction of PROJECT.

8. After the end of DISTRICT's review period set forth in Section I.10., if DISTRICT has not rejected the bids for construction of PROJECT, award and administer a public works construction contract for PROJECT pursuant to the applicable provisions of the California Public Contract Code. COUNTY shall endeavor to award a public works construction contract for PROJECT and begin construction within twenty-four (24) months of execution of this Agreement.

9. Provide DISTRICT (Attention: Special Projects Section) with written notice that COUNTY has awarded a construction contract for PROJECT. The written notice shall include contractor's actual bid amounts for PROJECT, setting forth the lowest responsible bid contract amount.

10. At the time of providing written notice of the award of a construction contract as set forth in Section II.9., to issue a first invoice to DISTRICT (Attention: Special Projects Section) for the payment of CONSTRUCTION CONTRIBUTION.

11. Prior to commencing construction of PROJECT, schedule and conduct a mandatory pre-construction meeting between COUNTY, COUNTY's construction manager, COUNTY's construction contractor(s), DISTRICT and other affected entities. COUNTY shall

notify DISTRICT (Attention: Special Project Section) in writing at least twenty (20) days prior to conducting the pre-construction meeting.

12. Not permit any change to or modification of DISTRICT-approved and COUNTY-approved IMPROVEMENT PLANS that would result in a change of functionality or maintainability of PROJECT without DISTRICT's prior written permission and consent. Failure to do so shall immediately be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to COUNTY that DISTRICT is unable to a) perform its obligations under the Agreement and b) to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

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 COUNTY and DISTRICT employees on the site.

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

15. Prior to commencing construction of PROJECT, procure or cause to be procured, insurance coverages during the term of this Agreement. COUNTY shall require its PROJECT construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance, including all endorsements and any and all other attachments. Prior to COUNTY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT.

16. Construct or cause to be constructed PROJECT pursuant to a COUNTY administered public works contract in accordance with IMPROVEMENT PLANS approved by DISTRICT and COUNTY.

17. Prior to commencing construction, order and manage the relocation of all utilities which conflict with the construction of PROJECT. Coordinate with FRANCHISE UTILITIES for relocation plans and, if needed, protection plans, including, but not limited to, Southern California Edison for protection of existing power poles and associated aerial infrastructure in the vicinity of PROJECT.

18. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager.

19. Perform all survey and construction staking work as needed for PROJECT as specified herein.

20. Furnish or cause its construction manager to furnish all construction survey and materials testing services necessary to ensure construction of PROJECT is accomplished in accordance with DISTRICT-approved and COUNTY-approved IMPROVEMENT PLANS.

21. Within two (2) weeks of completing PROJECT construction, provide DISTRICT with written notice (Attention: Special Projects Section and Construction Management Section) that PROJECT construction is substantially complete and requesting that DISTRICT conduct a final inspection of DISTRICT FACILITIES.

22. Assume ownership and sole responsibility for the operation and maintenance of COUNTY FACILITIES.

23. Upon completion of PROJECT construction, provide DISTRICT (Attention: Project Planning Section) with a copy of COUNTY's recorded Notice of Completion. The recorded Notice of Completion shall be accompanied by the final accounting of all PROJECT construction costs as set forth in Section II.24.

24. Keep an accurate accounting of all PROJECT costs associated with TOTAL DISTRICT CONTRIBUTION and provide this accounting along with future invoices to DISTRICT. The final accounting of construction costs shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, approved change orders and other such construction contract documents to establish the actual costs associated with PROJECT and will be included when invoicing DISTRICT.

25. At the time of providing a Notice of Completion as set forth in Section II.23., issue a second invoice to DISTRICT (Attention: Special Projects Section) for CHANGE ORDERS CONTRIBUTION.

26. Upon completion of PROJECT construction but prior to DISTRICT's acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide DISTRICT (Attention: Construction Management Section) with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer and ii) concrete testing report(s) – stamped and wet signed by a civil engineer registered in the State of California, necessary to establish that PROJECT was constructed in accordance with DISTRICT-approved and COUNTY-approved IMPROVEMENT PLANS.

27. Upon completion of PROJECT construction but prior to DISTRICT's acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT with redlined "record drawings" of IMPROVEMENT PLANS. After DISTRICT's approval of the redlined "record drawings", COUNTY's engineer shall schedule with DISTRICT a time to transfer the redlined changes into DISTRICT's original mylars at DISTRICT's office, after which the engineer shall review, stamp and sign mylars "record drawings".

28. Refund to DISTRICT, within thirty (30) days of filing the Notice of Completion as set forth in Section II.23., any unexpected portions of TOTAL DISTRICT CONTRIBUTION.

29. Upon DISTRICT and COUNTY 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. Notwithstanding any other provision herein this Agreement, TOTAL DISTRICT CONTRIBUTION is estimated at One Million Six Hundred Four Thousand Four Hundred and Ninety-Six Dollars (\$1,604,496.00) for PROJECT and shall be used by COUNTY solely for the purpose of the construction of said PROJECT as set forth herein.

2. If, after thirty (30) calendar days from the date of bid opening, no alternative course of action is agreed upon, this Agreement shall be considered terminated by mutual consent.

3. In the event the actual construction cost for PROJECT is less than CONSTRUCTION CONTRIBUTION, COUNTY shall refund the difference to DISTRICT within thirty (30) days of filing the Notice of Completion for PROJECT.

4. In the event COUNTY's construction contractor(s) do not complete the construction of PROJECT in accordance with DISTRICT standards, COUNTY shall complete PROJECT utilizing the bonds and insurances secured for PROJECT.

5. The obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution toward PROJECT as set forth herein.

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

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

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

8. 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.

9. In the event COUNTY desires to include any additional work as part of PROJECT (i.e., ROW DOCUMENTS, rights of entry and construction easements, materials testing or construction survey), COUNTY shall submit a written request to DISTRICT describing the additional work desired. DISTRICT shall provide a timely response whether or not they have the resources to perform such services. If DISTRICT wishes to provide such services, DISTRICT hereby agrees to pay all DISTRICT costs associated with any agreed upon work requested.

10. 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.

11. DISTRICT, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining

to the performance of this Agreement. COUNTY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. COUNTY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

12. DISTRICT and COUNTY agree to indemnify each other as follows:
 - a. 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.
 - b. 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.

- 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.

13. 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.

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

15. 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: Special Projects Section

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. Neither DISTRICT nor COUNTY shall assign this Agreement without the written consent of the other Party. Any attempt to delegate or assign any interest herein shall be deemed void and of no effect.

23. 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.

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.

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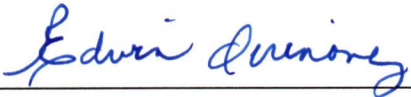
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

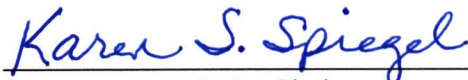
JUL 29 2025

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
for JASON E. UHLEY
General Manager-Chief Engineer

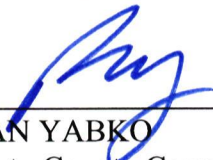
By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

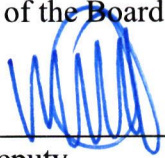
APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
RYAN YABKO
Deputy County Counsel

By 
Deputy


(SEAL)

Cooperative Agreement with County of Riverside
Temescal Wash-Hostettler Road Storm Drain
Project No. 2-0-00053
06/10/25
AMR:blj

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
DENNIS ACUNA
Director of Transportation


By 
V. MANUEL PEREZ, Chairman
Board of Supervisors

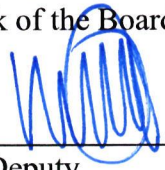
APPROVED AS TO FORM:

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MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

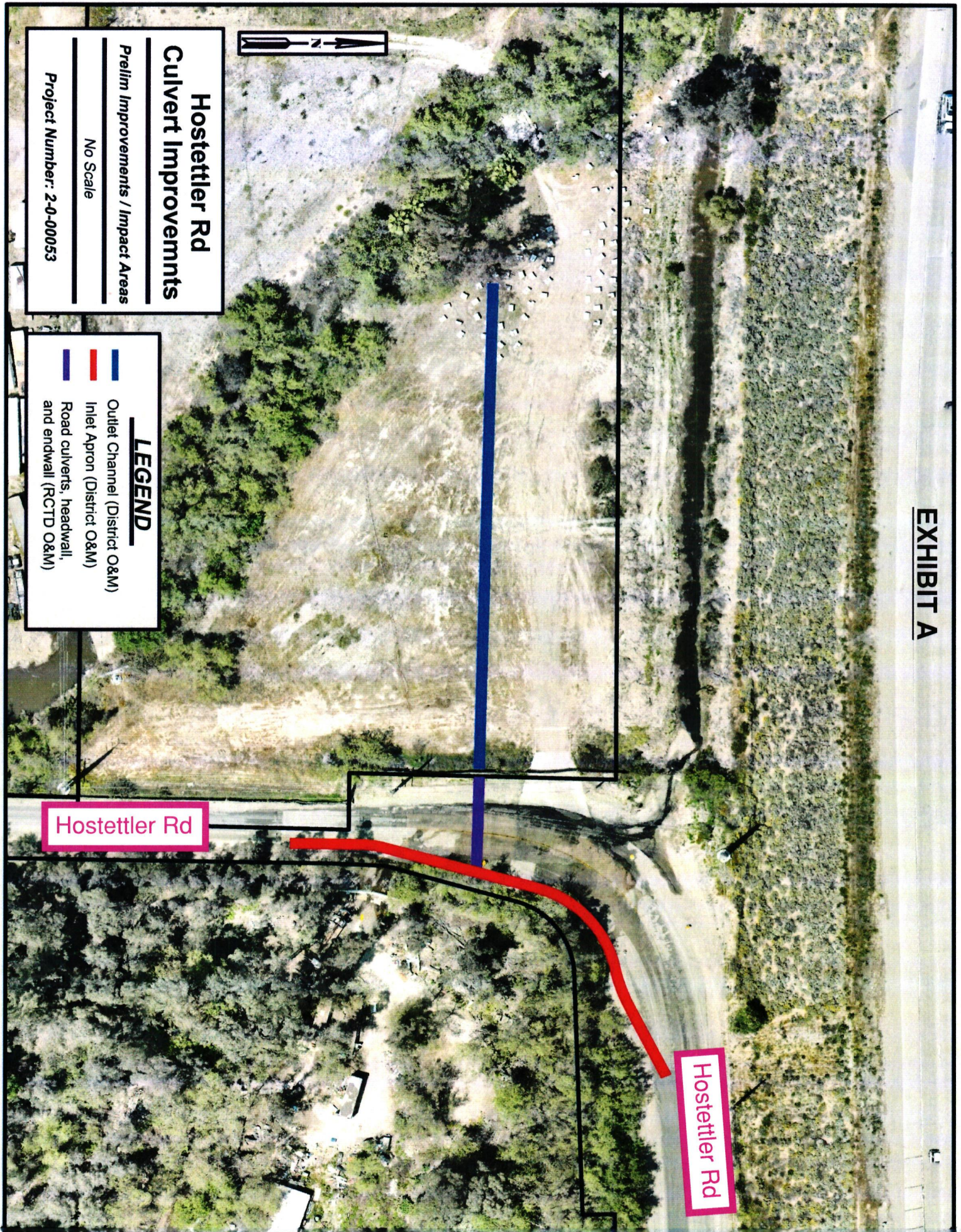
By 
STEPHANIE NELSON
Deputy County Counsel

By 
Deputy

(SEAL)

Cooperative Agreement with County of Riverside
Temescal Wash-Hostettler Road Storm Drain
Project No. 2-0-00053
06/10/25
AMR:blj

EXHIBIT A



**Hostettler Rd
Culvert Improvemnts**

Prelim Improvements / Impact Areas

No Scale

Project Number: 2-0-00053

LEGEND

- Outlet Channel (District O&M)
- Inlet Apron (District O&M)
- Road culverts, headwall, and endwall (RCTD O&M)