

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



ITEM: 14.3
(ID # 28174)

MEETING DATE:
Tuesday, July 29, 2025

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 County of Riverside, on Behalf of its Transportation Department, for Temescal Wash – Hostettler Road Storm Drain (Hostettler Road Improvements), Project No. 2-0-00053, CEQA Exempt per State CEQA Guidelines Section 15061(b)(3) and Section 15269, District 2. [\$1,643,000 Not to Exceed Cost – District Funds 100%] (Companion Item to MT Item No. 28373)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the execution of the Cooperative Agreement ("Agreement") is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption, and that the project is exempt from CEQA pursuant to CEQA Guidelines Section 15269, "Emergency Projects";
2. Approve the Agreement between the Riverside County Flood Control and Water Conservation District ("District") and the County of Riverside ("County"), on behalf of its Transportation Department;
3. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents on behalf of the District;

Continued on Page 2

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 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: Flood, Transp.

Kimberly A. Rector
Clerk of the Board
By:
Deputy

(Companion Item 3.77)

**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:

4. Authorize the 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 future non-substantive amendments to the Agreement that do not increase the cost to the District or materially change the scope of services, subject to approval as to form by County Counsel; and,
5. Direct the Clerk of the Board to return one (1) copy of the executed Agreement to the District and one (1) executed Agreement to the County.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,562,775	\$ 80,225	\$1,643,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Zone 2 Funds 100% (See additional Fiscal Information)			Budget Adjustment: No	
			For Fiscal Year: 25/26-29/30	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Agreement sets forth the terms and conditions by which the District will design and contribute funding to the County to construct the Temescal Wash – Hostettler Road Storm Drain ("Project") as part of a County administered public works construction contract. Hostettler Road is one of only two roadways utilized by residents of the Horsethief Canyon Ranch Community. Closure of this road due to high groundwater or storm inundation raises significant public safety concerns for the community. Said facility is to be inspected, operated and maintained by the District and County.

The Agreement is needed to grant the County and the District the necessary rights to access, construct, operate and maintain the flood control facilities within their respective right of way. Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of the inlet apron upstream of the removable bollards, outlet channel and associated safety features.

The County will assume ownership and responsibility for the operation and maintenance of the Project's associated road culverts, inlet headwalls and the apron downstream of the removable bollards, the outlet apron and headwalls, associated concrete pads, slope protection barriers, signage, fencing and guardrails located within County held easements or rights of way, including any portion of the culvert and headwall within the District's right of way.

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

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OF SUPERVISORS
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Environmental Findings

The execution of this Funding Agreement is 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." This Agreement does not authorize to any extent whatsoever actual physical development of the underlying property. The Agreement merely establishes the terms by which the District will provide funding to Transportation for the construction of the Project. It can be seen with certainty that there is no possibility the Agreement will have a significant effect on the environment.

The Project is statutorily exempt from CEQA pursuant to Section 15269 of the State CEQA Guidelines. This section exempts projects that are necessary to prevent or mitigate an emergency. An emergency as defined in Section 15359(c) of the CEQA Guidelines are specific actions necessary to prevent or mitigate an emergency and applies due to the anticipated length of time for environmental review of a long-term project. Due to the saturated ground, high groundwater table and potential flooding associated with the incoming wet season, road closures at Hostettler Road, a vital entry/exit route for the Horsethief Canyon Ranch community, are anticipated and pose a clear and imminent risk to life and property by limiting access for entry and exit of essential public services such as emergency response vehicles or evacuations from the community due to any reason, including wildfire.

Impact on Residents and Businesses

These flood control facilities are funded by ad valorem property tax revenue and entail no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion, these flood control facilities will reduce street and community flooding for the Horsethief Canyon Ranch community.

Additional Fiscal Information

Pursuant to the Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP") executed on June 22, 2004, the District is a participating agency. The District is making a payment to the Western Riverside County Regional Conservation Authority for up to 3% of the total capital costs as required mitigation for the construction of flood control facilities in cooperation with and on behalf of the County. The MSHCP mitigation fee is based on the engineers estimated project cost, however, the actual 3% payment will be based on the project's lowest responsive contract bid price. The actual mitigation payment that will be made by the District may be reduced based on acquisition of replacement habitat for the benefit of Covered Species, as defined in the Implementing Agreement and the MSHCP. The District is the Lead Agency and the MSHCP permittee responsible for compliance with the applicable MSHCP requirements.

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The District is providing up to \$1,604,496 in funding to the County for Project construction. Sufficient funding is available in the District's Zone 2 budget for Fiscal Year 25/26 and will be included in the proposed budget in future years as appropriate and necessary. Future operations and maintenance costs associated with the mainline storm drain system will accrue to the District.

Funding Summary

Estimated Construction Contribution	\$ 1,604,496
Estimated MSHCP Mitigation Fee (3% of Estimated construction Contribution)	\$ 38,504
Total Estimated District Cost	\$ 1,643,000

SOURCE OF FUNDS:

- 25120-947420-536200 Contribution to Non-County Agency – Zone 2
- 25120-947420-523220 MSHCP – Zone 2

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement

AMR:blj
P8/262600



Jason Farin, Principal Policy Analyst 7/23/2025



Aaron Gettis, Chief of Deputy County Counsel 7/18/2025

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.

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 *Edwin Quinonez*
for 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:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By *RY*
RYAN YABKO
Deputy County Counsel

By *[Signature]*
Deputy

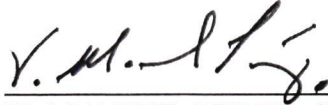
(SEAL)

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

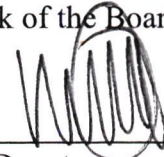
APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

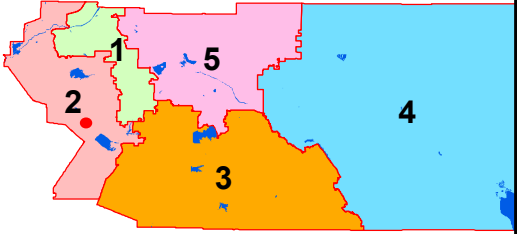
KIMBERLY RECTOR
Clerk of the Board

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



Legend

- Supervisorial District
- Project Vicinity
- Existing Facility
- Pending Acceptance Facility
- City of Lake Elsinore

Description

Temescal Wash-Hostettler Road Storm Drain (Hostettler Road Improvements)
 District Project No. 2-0-00053
 County Project No. D5-0041



VICINITY MAP

