

COOPERATIVE REIMBURSEMENT AGREEMENT

Woodcrest-Rinehart Acres Drainage Project
(WMWD Water Lines Relocation)
Project No. 2-0-00406

This Cooperative Reimbursement Agreement ("Agreement"), dated as of _____, 2024, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT") and Western Municipal Water District, a municipal corporation ("WMWD"). DISTRICT and WMWD 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 for the Woodcrest-Rinehart Acres Drainage Project ("PROJECT"), as shown on DISTRICT's Drawing No. 2-0500, to provide improved drainage and flood protection to the downstream area; and

B. Within PROJECT area, WMWD owns, operates and maintains certain waterlines located on Mariposa Avenue, Granite Avenue, Boulder Avenue, Dallas Avenue, Wood Road and Obsidian Drive. DISTRICT has determined approximately 585 lineal feet of said water lines are conflicting with PROJECT and, therefore, must be relocated or protected in-place with additional reinforcement. The portion of the water line to be relocated or protected in-place with additional reinforcement are shown on Exhibit "A", attached hereto and made a part hereof, and are hereinafter called ("WATER LINES"); and

C. DISTRICT desires to work with WMWD to expedite the relocation and reinforcement of WATER LINES for PROJECT; and

D. WMWD is willing to prepare or cause to be prepared the necessary plans and specifications for WATER LINES, hereinafter called ("WATER LINE RELOCATION PLANS"); and

E. WMWD desires DISTRICT to include WATER LINES relocation as part of its public works construction contract; and

F. WMWD is willing to reimburse DISTRICT for one hundred percent (100%) of the lowest responsible bid amount for WATER LINES relocation ("WATER LINE RELOCATION COSTS"), and any contract change orders generated as a result of unforeseen conditions (e.g., unmarked utility crossing) ("WATER LINE CHANGE ORDER"); and

G. WATER LINE RELOCATION COSTS and WATER LINE CHANGE ORDER are currently estimated at Nine Hundred Thousand Dollars (\$900,000). If the lowest responsible bid amount exceeds the estimated costs, WMWD is willing to pay the actual bid amount for WATER LINES, hereinafter called "WMWD ACTUAL CONTRIBUTION"

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

I. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and WMWD with respect to the construction, inspection, ownership, operation and maintenance, and funding 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. At its sole cost and expense, review, comment and approve WATER LINE RELOCATION PLANS prior to advertising PROJECT for construction bids.

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. Include WMWD's approved and signed WATER LINE RELOCATION PLANS as part of DISTRICT's construction contract for PROJECT.

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

6. Provide WMWD with written notice that DISTRICT has awarded a construction contract for PROJECT. The written notice to WMWD shall include a copy of the actual bid documents for WATER LINE RELOCATION COSTS, setting forth WATER LINE RELOCATION COSTS portion of WMWD ACTUAL CONTRIBUTION as set forth in Recital G.

7. 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 PROJECT or three percent (3%) of the contract bid price, less the value of the applicable project specific mitigation.

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

9. At the time of providing written notice for the pre-construction meeting as set forth in Section I.8, furnish WMWD 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.

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

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

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

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

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

15. Keep an accurate accounting of all DISTRICT costs associated with the construction of WATER LINES and include the final accounting when invoicing WMWD for WATER LINES and if applicable 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, WMWD accepted change orders and other such construction contract documents as may be necessary to establish the actual cost of construction for WATER LINES.

16. Relocate or cause to be relocated WATER LINES.

17. Protect or cause to be protected WATER LINES.

18. Inspect or cause to be inspected PROJECT construction. DISTRICT shall allow WMWD personnel to observe and inspect all WATER LINES construction for quality control purposes at WMWD's sole cost. Based on any comments provided by WMWD from these inspections, DISTRICT will communicate with DISTRICT's contractor(s). DISTRICT is solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT and WATER LINES.

19. If applicable, submit any and all proposed WATER LINE CHANGE ORDER for WATER LINES to WMWD (Attn: WMWD Senior Engineer) via letter or email for review and approval.

20. Within two (2) weeks of PROJECT completion, provide WMWD the written notice that PROJECT construction is substantially complete and request that (i) WMWD conduct or cause to conduct a final inspection of WATER LINES at WMWD's sole expense; and (ii) subsequently assume ownership and responsibility for operation and maintenance of WATER LINES.

21. Upon completion of final inspection of WATER LINES and the relocation or protection of WATER LINES are deemed complete by WMWD inspector, provide WMWD with notice that the relocation or protection of WATER LINES is complete ("Notice of

Completion"). The Notice of Completion shall affect the transfer of operation and maintenance of WATER LINES to WMWD without the need for any further action on the part of DISTRICT or WMWD.

22. At the time of providing notice to WMWD of completion of final inspection of WATER LINES as set forth in Section I.21, invoice WMWD for 100% of WATERLINE RELOCATION COSTS and WATER LINE CHANGE ORDER. The invoice shall include the final accounting as set forth in Section I.15.

23. Upon WMWD's acceptance of WATER LINES for ownership, operation and maintenance, provide WMWD with a reproducible duplicate set of "record drawings" of WATER LINE RELOCATION PLANS.

24. 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

WMWD shall:

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

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

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

4. Grant DISTRICT, by execution of this Agreement, all rights necessary to access, construct, and inspect WATER LINES.

5. 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 WATER LINES.

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

7. Within thirty (30) calendar days of the receipt of invoice from DISTRICT, pay DISTRICT for WATER LINE RELOCATION COSTS and WATER LINE CHANGE ORDER as set forth in Section I.22.

8. WMWD personnel may observe and inspect all WATER LINES construction for quality control purposes at its sole cost. WMWD shall provide any comments to DISTRICT personnel who are solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT and WATER LINES.

9. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete as set forth in Section I.20, conduct or cause to conduct a final inspection of WATER LINES.

10. Accept ownership and sole responsibility for the operation and maintenance of WATER LINES upon: (i) receipt of DISTRICT's Notice of Completion as set forth in Section I.21; and (ii) receipt of a reproducible duplicate set of "record drawings" of WATER LINE RELOCATION PLANS as set forth in Section I.23.

SECTION III

It is further mutually agreed:

1. WATER LINES shall at all times remain solely owned by and the exclusive responsibility of WMWD. Nothing herein shall be construed as creating any obligation or responsibility on the part of DISTRICT to operate, maintain or warranty WATER LINES.

2. Except as otherwise provided herein, all construction work involved with WATER LINES shall be inspected by DISTRICT and WMWD and shall not be deemed complete until approved and accepted as complete by DISTRICT and WMWD.

3. Except as otherwise provided herein, DISTRICT shall not be responsible for any additional repairs or improvements not shown on WATER LINE RELOCATION PLANS and as a result of PROJECT construction.

4. In the event WMWD desires to include any additional work as part of the WATER LINES, WMWD 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 WMWD requested additional work shall be based upon actual quantities of materials installed at the contract unit prices bid or at the negotiated change order prices.

5. DISTRICT and WMWD 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.

6. DISTRICT shall indemnify, defend, save and hold harmless WMWD (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.

7. WMWD 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 WMWD'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.

8. 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.

9. Any waiver by DISTRICT or WMWD 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 WMWD 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 WMWD from enforcing this Agreement.

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

11. 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

WESTERN MUNICIPAL
WATER DISTRICT
14205 Meridian Parkway
Riverside, CA 92518
Attn: Senior Engineer

12. 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.

13. 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 WMWD nor DISTRICT shall assign this Agreement without the written consent of the other Party.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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, WMWD's failure to prosecute the work in a timely manner, upon providing WMWD thirty (30) days written notice stating the extent and effective date of termination.

21. The obligation(s) of DISTRICT is 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 forthcoming for any reason, DISTRICT shall immediately notify WMWD in writing. The Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by WMWD.

22. 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 _____.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION
DISTRICT, a body corporate and politic**

By _____
JASON E. UHLEY
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By _____
RYAN YABKO
County Counsel

By _____
Deputy

(SEAL)

Cooperative Reimbursement Agreement
Woodcrest-Rinehart Acres Drainage Project
(WMWD Water Lines Relocation)
Project No. 2-0-00406
04/02/24
AGR:blj

RECOMMENDED FOR APPROVAL:

**WESTERN MUNICIPAL WATER
DISTRICT, a municipal corporation**

By _____
CRAIG D. MILLER
General Manager

APPROVED AS TO FORM:

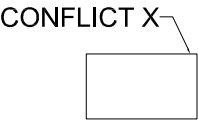
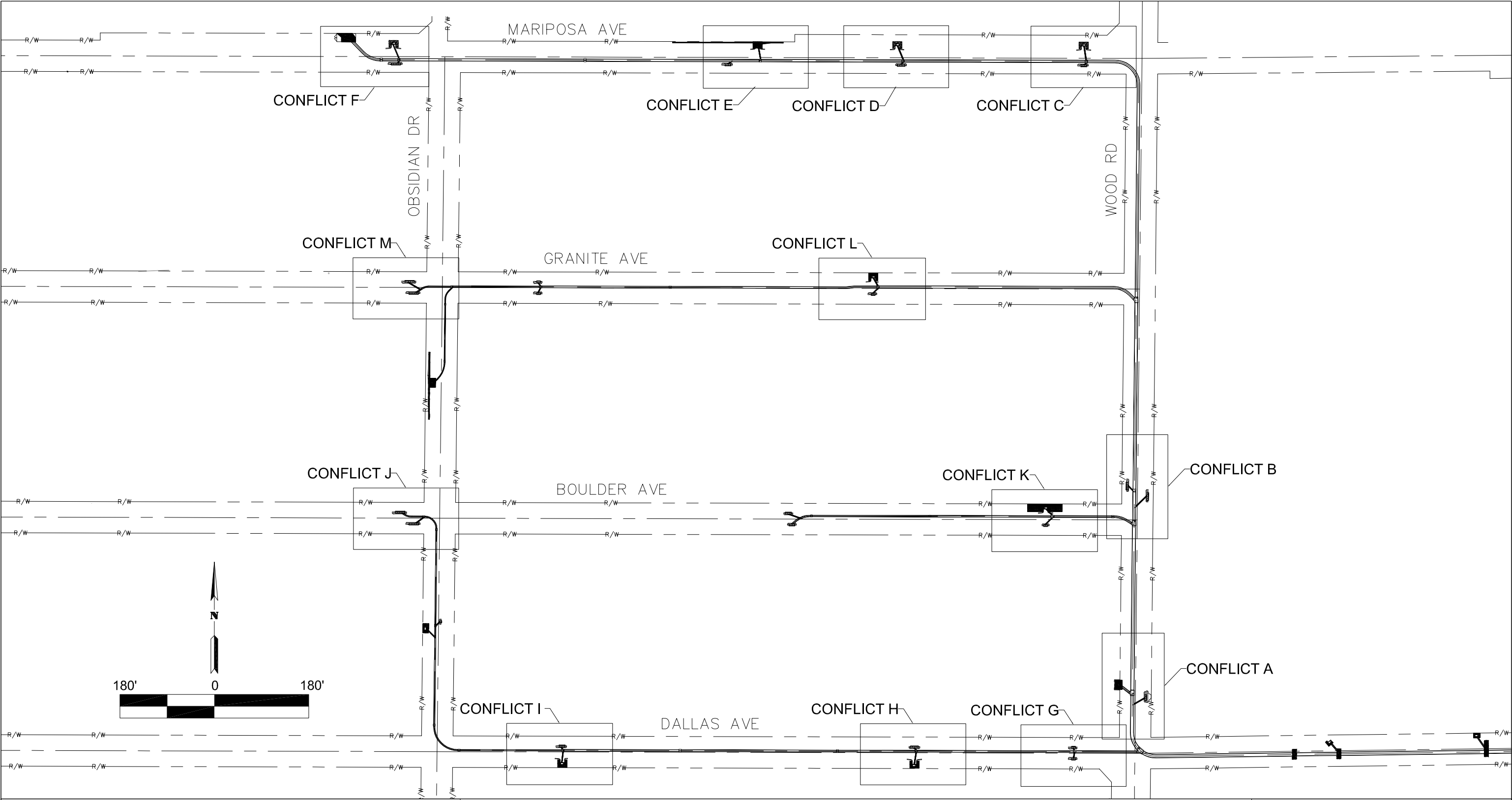
ATTEST:

By _____
HOLLAND STEWART
Western Municipal Water District, a
municipal corporation, Attorney

By _____
FAUZIA RIZVI
Western Municipal Water District, a
municipal corporation, Secretary

(SEAL)

Cooperative Reimbursement Agreement
Woodcrest-Rinehart Acres Drainage Project
(WMWD Water Lines Relocation)
Project No. 2-0-00406
04/02/24
AGR:blj



LEGEND

APPROXIMATE LOCATION OF WATERLINE CONFLICT TO BE RELOCATED OR PROTECTED IN-PLACE WITH ADDITIONAL REINFORCEMENT. REFER TO WOODCREST-RINEHART ACRES WATERLINE RELOCATIONS PLANS FOR MORE DETAILS.

WATER LINE RELOCATIONS EXHIBIT A
WOODCREST-RINEHART ACRES DRAINAGE PLAN IMPROVEMENTS
COOPERATIVE REIMBURSEMENT AGREEMENT

PROJECT NO. 2-0-00406
DATE: 12/20/2023
ENGINEER: S.CHEONG