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

**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
March 22, 2011

**SUBJECT:** Corona Drains Line 52  
Project No. 2-0-00350  
Cooperative Agreement

**RECOMMENDED MOTION:**

Approve the Cooperative Agreement between the District and the City of Corona (City); and authorize the Chairman to execute the Agreement documents on behalf of the District.

**BACKGROUND:**

The Agreement sets forth the terms and conditions by which the District will contribute funding to the City for design and construction of certain flood control facilities. Said facilities are to be constructed by the City and inspected, operated and maintained by the District and City.

Continued on Page 2

TT:bjj

*Steve Thomas*  
FOR **WARREN D. WILLIAMS**  
General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	Current F.Y. District Cost:	\$270,000	In Current Year Budget:	YES
	Current F.Y. County Cost:	N/A	Budget Adjustment:	NO
	Net District Cost:	\$3,700,000	For Fiscal Year:	FY's 10-11, 11-12 & 12-13

<b>SOURCE OF FUNDS:</b> 25120 947420 536200 Zone 2 Contribution to Non-County Agency	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY: *Michael R. Shetler*  
Michael R. Shetler

**County Executive Office Signature**

- Dep't Recomm.:  Consent  Policy
- Per Exec. Ofc.:  Consent  Policy

FORM APPROVED COUNTY COUNSEL  
BY: *Neal R. Kipnis* DATE: 3/9/11

FISCAL PROCEDURES APPROVED  
BY: *Warren D. Williams* 3/9/11  
Departmental Concurrence: *Warren D. Williams*

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

**SUBJECT:** Corona Drains Line 52  
Project No. 2-0-00350  
Cooperative Agreement

**SUBMITTAL DATE:** March 22, 2011  
**Page 2**

**BACKGROUND:**

This Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection of the referenced facilities. Upon completion of construction, the City will transfer ownership, operation and maintenance of the mainline storm drain to the District.

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

**FINANCIAL INFORMATION:**

The District is funding all design, construction and direct right of way acquisition costs. Sufficient additional funding will be provided for Fiscal Years 2011-2012 and 2012-2013. Future operation and maintenance costs will accrue to the District.

TT:bjj

COOPERATIVE AGREEMENT

Corona Drains Line 52  
(Project No. 2-0-00350)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and the CITY OF CORONA, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. CITY has budgeted for and plans to design and construct Corona Drains Line 52. This facility will provide improved drainage and flood control in the northern portion of the City of Corona, and consists of an underground storm drain to be constructed along a route generally described as follows: commencing at or near the southerly terminus of Howard Street in Corona, thence northerly along Howard Street to East Grand Boulevard, thence southeasterly along East Grand Boulevard to North Joy Street, thence northeasterly along North Joy Street to its outlet into DISTRICT'S Temescal Creek Channel, as shown in District Drawing No. 2-186, all as shown in concept on Exhibit "A" attached hereto, and made a part hereof; and

B. Associated with the construction of Corona Drains Line 52 is the construction of mainline storm drains greater than thirty-six inches (36") in diameter, hereinafter called "STORM DRAIN"; and

C. Also associated with the construction of Corona Drains Line 52 is the construction of lateral storm drains thirty-six inches (36") or less in diameter, various catch basins and connector pipes located within CITY rights of way, hereinafter called "APPURTENANCES". STORM DRAIN and APPURTENANCES are hereinafter altogether called "PROJECT"; and

1 D. CITY is willing to: (i) allow DISTRICT an opportunity to review and  
2 approve CITY'S PROJECT engineering design proposal and cost prior to CITY commencing  
3 work on PROJECT plans and specifications, (ii) prepare plans and specifications for PROJECT,  
4 hereinafter called "IMPROVEMENT PLANS", in accordance with DISTRICT and CITY  
5 standards, (iii) act as Lead Agency pursuant to the California Environmental Quality Act  
6 (CEQA), (iv) secure all rights of way, railroad license agreements and regulatory permits  
7 necessary to construct, inspect, operate and maintain PROJECT except as otherwise provided  
8 herein, (v) allow DISTRICT an opportunity to review and approve IMPROVEMENT PLANS,  
9 railroad license agreements, rights of way documents and regulatory permits prior to advertising  
10 PROJECT for construction, (vi) advertise, award and administer a public works project  
11 construction contract, (vii) provide all construction surveys, materials testing and construction  
12 inspection necessary for construction of PROJECT, (viii) pay all costs related to PROJECT'S  
13 design, construction and administration, subject to agreed upon DISTRICT reimbursements as  
14 provided herein, (ix) provide DISTRICT original "record drawings" of IMPROVEMENT  
15 PLANS as provided herein, and (x) accept ownership and responsibility for the operation and  
16 maintenance of PROJECT until such time as DISTRICT accepts STORM DRAIN for  
17 ownership, operation and maintenance as provided herein; and  
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20 E. CITY desires that DISTRICT contribute funding for the design and  
21 construction of PROJECT; and  
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23 F. DISTRICT wishes to support CITY'S efforts to construct PROJECT and  
24 furnish a contribution, hereinafter called "DISTRICT CONTRIBUTION", in the amount of (i)  
25 one hundred percent (100%) of the price for PROJECT design as approved by DISTRICT and  
26 invoiced by CITY, (ii) one hundred percent (100%) of the lowest original bid price for  
27 PROJECT construction as invoiced by CITY, and (iii) one hundred percent (100%) of all right  
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1 of way acquisition costs, as set forth herein. However, the individual components of total  
2 DISTRICT CONTRIBUTION shall not exceed (i) one hundred and twenty percent (120%) of  
3 the original price for PROJECT design as approved by DISTRICT, (ii) one hundred and five  
4 percent (105%) of the lowest original bid price for construction, and (iii) one hundred percent  
5 (100%) of actual right of way acquisition costs; and

6 G. DISTRICT is willing to (i) review and approve CITY'S PROJECT  
7 engineering design proposal, (ii) review and approve IMPROVEMENT PLANS prepared by  
8 CITY for PROJECT, (iii) review and approve railroad license agreements, rights of way  
9 documents and regulatory permits, (iv) inspect the construction of PROJECT for quality control  
10 purposes, (v) reimburse CITY for design and construction costs of PROJECT as provided  
11 herein, and (vi) accept ownership and responsibility for the operation and maintenance of  
12 STORM DRAIN upon (i) receipt of CITY'S Notice of Completion, (ii) receipt of engineering  
13 documentation confirming that PROJECT was constructed in accordance with  
14 IMPROVEMENT PLANS, and (iii) receipt of reproducible record drawings of  
15 IMPROVEMENT PLANS as provided herein; and

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18 H. The purpose of this Agreement is to memorialize the mutual understandings  
19 by and between DISTRICT and CITY with respect to design, construction, inspection,  
20 ownership, operation and maintenance, and funding of PROJECT.

21 NOW, THEREFORE, in consideration of the preceding recitals and the mutual  
22 covenants hereinafter contained, the parties hereto mutually agree as follows:  
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SECTION I

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2 CITY shall:

3 1. Prepare, or cause to be prepared, PROJECT IMPROVEMENT PLANS in  
4 accordance with DISTRICT and CITY standards, and submit to DISTRICT for its review and  
5 approval prior to awarding a public works construction contract for PROJECT.

6 2. Pursuant to CEQA, assume lead agency role and responsibility for  
7 preparation, circulation and adoption of all necessary and appropriate CEQA documents  
8 pertaining to the construction, operation and maintenance of PROJECT.

9  
10 3. Prior to executing a PROJECT design contract, provide DISTRICT an  
11 opportunity to review and approve CITY'S PROJECT engineering design proposal and cost.

12 4. Keep an accurate accounting of all design costs associated with the  
13 preparation of plans and specifications for PROJECT, in conformance with CITY's engineering  
14 design proposal, and include this accounting when invoicing DISTRICT for reimbursement of  
15 said costs.

16  
17 5. Invoice DISTRICT for fifty percent (50%) of PROJECT design costs upon  
18 execution of this Agreement or upon CITY'S execution of a design contract with its design  
19 consultant, whichever is later. Invoice DISTRICT for remainder of PROJECT design costs  
20 actually incurred by CITY following signing of IMPROVEMENT PLANS by all parties,  
21 provided, however, that the total amount of PROJECT design costs invoiced to DISTRICT shall  
22 not exceed one hundred and twenty percent (120%) of the price for PROJECT design as  
23 approved by DISTRICT.

24  
25 6. Obtain all necessary rights of way, railroad license agreements, rights of  
26 entry and temporary construction easements necessary to construct, operate and maintain  
27 PROJECT.

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1           7.    Keep an accurate accounting of all costs associated with the acquisition of  
2 rights of way, rights of entry, temporary construction easements and railroad license agreements  
3 for PROJECT, and include this accounting when invoicing DISTRICT for reimbursement as  
4 provided herein.

5           8.    Invoice DISTRICT for the costs incurred by CITY for acquisition of rights  
6 of way, rights of entry, temporary construction easements and railroad license agreements  
7 following award of construction contract for PROJECT.  However, the total amount of  
8 acquisition costs invoiced to DISTRICT for acquisition of rights of way, rights of entry and  
9 temporary construction easements shall not exceed one hundred percent (100%) of the appraised  
10 values for all acquired parcels plus customary escrow and closing costs.  The amount invoiced  
11 to DISTRICT for acquisition of railroad license agreements shall be limited to the costs directly  
12 incurred by CITY for such acquisitions.  CITY shall not invoice DISTRICT for any other costs  
13 associated with acquisition of rights of way, rights of entry, temporary construction easements  
14 and railroad license agreements including, but not limited to, preliminary engineering work,  
15 appraisals and negotiations.  
16

17           9.    Obtain at its sole cost and expense, all necessary permits, approvals or  
18 agreements required by any Federal or State resource or regulatory agencies pertaining to the  
19 construction, operation and maintenance of PROJECT.  Such documents, hereinafter called  
20 "REGULATORY PERMITS", may include, but are not limited to, a Section 404 permit issued  
21 by USACOE, a Section 401 Water Quality Certification issued by the California Regional  
22 Water Quality Control Board (CRWQCB), a Section 1601 Streambed Alteration Agreement  
23 issued by the California Department of Fish and Game and National Pollutant Discharge  
24 Elimination System Permits issued by the State Water Resources Control Board or CRWQCB.  
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1           10.     Prior to advertising PROJECT for construction, provide DISTRICT an  
2 opportunity to review and approve all REGULATORY PERMITS, railroad license agreements  
3 and rights of way documents. DISTRICT approval of any such document(s) may be withheld  
4 when, in the sole judgment of DISTRICT'S General Manager-Chief Engineer, the said  
5 document(s) unreasonably constrains, inhibits or impairs DISTRICT'S ability to operate and  
6 maintain STORM DRAIN.

7           11.     Prior to awarding a public works construction contract for PROJECT,  
8 provide DISTRICT seven (7) calendar days following construction bid opening to review and  
9 approve or reject bids for construction of PROJECT. DISTRICT may only reject bids found by  
10 DISTRICT to be either (i) unreasonably high, or (ii) unbalanced so as to shift the burden of  
11 overall construction costs unduly upon construction of PROJECT. DISTRICT shall not  
12 unreasonably withhold approval of contract.

13           12.     Advertise, award and administer a public works construction contract for  
14 PROJECT at its sole cost and expense.

15           13.     Provide DISTRICT with written notice (Attention: Contract Administration  
16 Section) that CITY has awarded a construction contract for PROJECT.

17           14.     Invoice DISTRICT at the time of providing written notice to DISTRICT of  
18 the award of a construction contract as set forth in Section I.13., for one hundred percent (100%)  
19 of lowest original construction bid price for PROJECT.

20           15.     Prior to commencing PROJECT construction, schedule and conduct a  
21 mandatory pre-construction meeting between CITY, CITY'S construction manager, CITY'S  
22 construction contractor(s), DISTRICT and other affected entities. CITY shall notify DISTRICT  
23 (Attention: Contract Administration Section) in writing at least twenty (20) days prior to  
24 conducting the pre-construction meeting.  
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1           16. Prior to commencing PROJECT construction, furnish DISTRICT with final  
2 mylar IMPROVEMENT PLANS and, upon receipt of DISTRICT'S reimbursement of  
3 PROJECT design costs as set forth in Section I.5., assign ownership of IMPROVEMENT  
4 PLANS to DISTRICT.

5           17. Construct or cause to be constructed, PROJECT pursuant to a CITY  
6 administered construction contract, in accordance with IMPROVEMENT PLANS approved by  
7 DISTRICT and CITY, and pay all costs associated therewith subject to those reimbursements  
8 set forth herein.

9  
10           18. Inspect construction of PROJECT.

11           19. Furnish or cause its construction manager to furnish, all construction survey  
12 and materials testing services necessary to construct PROJECT.

13           20. Grant DISTRICT, by execution of this Agreement, the right to enter upon  
14 property owned or controlled by CITY where necessary and convenient for the purpose of  
15 gaining access to, and performing inspection service for, the construction of PROJECT.

16           21. Not permit any change to or modification of the IMPROVEMENT PLANS  
17 without the prior written permission and consent of DISTRICT.

18           22. Not approve any change orders involving the construction of PROJECT  
19 without the prior written approval of DISTRICT. Failure to do so will result in any CITY  
20 incurred costs related to such change orders being ineligible for reimbursement by DISTRICT.

21           23. Require its PROJECT construction contractor(s) to procure and maintain  
22 comprehensive liability insurance which shall protect DISTRICT and County of Riverside from  
23 claims for damages for personal injury, including accidental or wrongful death, as well as from  
24 claims for property damage, which may arise from CITY'S or its contractor's(s') construction of  
25 PROJECT or the performance of its obligations hereunder, whether such construction or  
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1 performance be by CITY, the aforementioned construction contractor(s), or any subcontractors  
2 to said construction contractor(s), or by anyone employed directly or indirectly by said  
3 construction contractor(s) or subcontractors. Such insurance shall provide for coverage limits of  
4 not less than two million dollars (\$2,000,000) per occurrence and shall name DISTRICT and  
5 County of Riverside as additional insureds with respect to this Agreement and the obligations of  
6 CITY hereunder. Said insurance coverage shall be provided by an insurance company licensed  
7 to transact insurance business in the State of California, having an A.M. Best rating of A:VIII  
8 (A:8) or better, and shall be evidenced by a certificate (or certificates) of insurance indicating  
9 that the insurance is in full force and effect and that DISTRICT and County of Riverside are  
10 named as additional insureds. Said certificate(s) of insurance shall contain the covenant of the  
11 insurance carrier(s) that thirty (30) days written notice shall be provided to DISTRICT and  
12 County of Riverside prior to any modification, cancellation, or reduction in coverage of said  
13 insurance.  
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15  
16 Prior to CITY issuing a Notice to Proceed to its construction contractor(s)  
17 to begin construction of PROJECT, an original certificate of insurance evidencing the required  
18 insurance coverage shall be provided to DISTRICT.

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

22 25. Require its construction contractor(s) to furnish DISTRICT (Attention:  
23 Contract Administration Section) with a confined space procedure specific to PROJECT. The  
24 procedure shall comply with requirements contained in California Code of Regulations, Title 8,  
25 Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined  
26 Space and DISTRICT confined Space Procedures, SOM-18. The procedure shall be provided to  
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1 DISTRICT no less than 20 days prior to requesting that DISTRICT perform a final inspection  
2 for acceptance of PROJECT. The procedure shall be reviewed and approved by DISTRICT  
3 prior to conducting the final inspection.

4 26. Assume ownership and sole responsibility for the operation and  
5 maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility  
6 for the operation and maintenance of STORM DRAIN as set forth herein.

7 27. Within two (2) weeks of completing PROJECT construction, provide  
8 DISTRICT with written notice (Attention: Contract Administration Section) that PROJECT  
9 construction is substantially complete and requesting that DISTRICT conduct a final inspection  
10 of STORM DRAIN.  
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12 28. Upon completion of PROJECT construction, provide DISTRICT with a  
13 copy of CITY'S Notice of Completion.

14 29. Upon completion of PROJECT construction but prior to DISTRICT'S  
15 acceptance of STORM DRAIN for ownership, operation and maintenance, provide DISTRICT  
16 with appropriate engineering documentation necessary to establish that STORM DRAIN was  
17 constructed in accordance with the approved IMPROVEMENT PLANS.  
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19 30. Upon completion of construction of PROJECT, but prior to DISTRICT'S  
20 acceptance of STORM DRAIN for ownership, operation and maintenance, CITY'S civil  
21 engineer of record or construction civil engineer of record, duly registered in the State of  
22 California, shall provide DISTRICT a redlined "record drawing" of IMPROVEMENT PLANS.  
23 After DISTRICT approval of the redlined "record drawing", CITY'S engineer shall schedule  
24 with DISTRICT a time to transfer the redlined changes onto DISTRICT'S original mylars at  
25 DISTRICT'S office, after which the engineer shall review, stamp and sign IMPROVEMENT  
26 PLANS "RECORD DRAWING".  
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1 31. Keep an accurate accounting of all PROJECT construction costs and  
2 include this accounting when invoicing DISTRICT for reimbursement of said costs.

3 32. Upon DISTRICT acceptance of STORM DRAIN for ownership, operation  
4 and maintenance, invoice DISTRICT for any PROJECT construction costs incurred by CITY in  
5 excess of the original contract amounts for PROJECT construction, provided any such excess  
6 costs are the direct result of any DISTRICT approved construction change orders. Any such  
7 invoicing shall be accompanied by a complete accounting of any such costs. The total sum of  
8 all such additional invoicing shall not exceed five percent (5%) of the lowest original  
9 construction bid price for PROJECT.  
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11 33. Upon DISTRICT acceptance of STORM DRAIN for ownership, operation  
12 and maintenance, convey or cause to be conveyed to DISTRICT all rights of way, easements  
13 and railroad license agreements deemed necessary by DISTRICT for the operation and  
14 maintenance of STORM DRAIN,  
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16 34. Upon DISTRICT acceptance of PROJECT construction as being  
17 complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and  
18 covers located within CITY rights of way which must be performed at such time(s) that the  
19 finished grade along and above the underground portions of PROJECT are improved, repaired,  
20 replaced or changed. It being further understood and agreed that any such adjustments shall be  
21 performed at no cost to DISTRICT.  
22

23 SECTION II

24 DISTRICT shall:

25 1. Review and approve CITY'S PROJECT engineering design proposal and  
26 cost prior to CITY'S execution of a PROJECT design contract.

27 2. Following execution of this Agreement, or following CITY'S execution of a  
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1 design contract with its design consultant, whichever is later, reimburse CITY fifty percent  
2 (50%) of PROJECT design costs, in conformance with CITY'S engineering design proposal,  
3 within thirty (30) days after receipt of CITY'S accounting of an invoice for such costs.

4 3. Acting as a Responsible Agency under CEQA, take all necessary and  
5 appropriate action to comply with CEQA.

6 4. Review and approve all necessary REGULATORY PERMITS, railroad  
7 license agreements and rights of way documents prior to CITY advertising for bids. DISTRICT  
8 may withhold approval of any such document(s) when, in the sole judgment of DISTRICT'S  
9 General Manager-Chief Engineer, the said document(s) unreasonably constrains, inhibits or  
10 impairs DISTRICT'S ability to operate and maintain STORM DRAIN.  
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12 5. Review and approve IMPROVEMENT PLANS prior to CITY'S  
13 advertising of construction contract.

14 6. Following CITY'S construction bid opening, within seven (7) days  
15 thereafter review and approve or reject bids for construction of PROJECT. DISTRICT may  
16 only reject bids found by DISTRICT to be either (i) unreasonably high, or (ii) unbalanced so as  
17 to shift the burden of overall construction costs unduly upon construction of PROJECT.  
18 DISTRICT shall not unreasonably withhold approval of contract.  
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20 7. Following the signing of IMPROVEMENT PLANS by all parties,  
21 reimburse CITY for the remainder of PROJECT design costs actually incurred by CITY within  
22 thirty (30) days after receipt of CITY'S accounting of an invoice for such costs. However, the  
23 total amount of PROJECT design costs reimbursed by DISTRICT shall not exceed one hundred  
24 and twenty percent (120%) of the price for PROJECT design as originally approved by  
25 DISTRICT.  
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27 8. Following receipt of CITY'S written notice to DISTRICT of the award of a  
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1 construction contract as set forth in Section I.13., reimburse CITY for one hundred percent  
2 (100%) of lowest construction bid within thirty (30) days following DISTRICT'S receipt of  
3 CITY'S accounting of and invoice for such items.

4 9. Conduct periodic inspections of STORM DRAIN construction for quality  
5 control purposes at its sole cost and provide any comments to CITY'S primary inspector.

6 10. Review all PROJECT construction change orders submitted to DISTRICT  
7 by CITY and notify CITY within two (2) working days following such submittal(s) regarding  
8 DISTRICT'S approval or disapproval of such change orders.

9 11. Upon receipt of CITY'S written notice that PROJECT construction is  
10 substantially complete, conduct a final inspection of STORM DRAIN.

11 12. Accept sole responsibility for ownership, operation and maintenance of  
12 STORM DRAIN upon (i) receipt of CITY'S written Notice of Completion as set forth in Section  
13 I.27., (ii) receipt of appropriate engineering documentation as set forth in Section I.29., (iii)  
14 receipt of RECORD DRAWING construction drawings as set forth in Section I.30., and (iv)  
15 receipt of rights of way, easements and railroad license agreements as set forth in Section I.33.  
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17 13. Following DISTRICT'S acceptance of STORM DRAIN for ownership,  
18 operation and maintenance, reimburse CITY for any DISTRICT approved PROJECT  
19 construction costs in excess of the lowest original construction bid price within thirty (30) days  
20 after receipt of CITY'S accounting of an invoice for such costs. The total sum of any such  
21 additional reimbursements shall not exceed five percent (5%) of the lowest original construction  
22 bid price for PROJECT.  
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SECTION III

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2 It is further mutually agreed:

3 1. DISTRICT CONTRIBUTION shall be used by CITY solely for the purpose  
4 of designing and constructing PROJECT as set forth herein.

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

8 3. DISTRICT personnel may observe and inspect all work being done on  
9 STORM DRAIN, but shall provide any comments to CITY personnel who shall be solely  
10 responsible for all communications with CITY'S construction contractor(s).

11 4. CITY shall indemnify, defend, save and hold harmless DISTRICT  
12 (including its respective officers, districts, special districts and departments, their respective  
13 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents,  
14 representatives, independent contractors, and subcontractors) from any liabilities, claim,  
15 damage, proceeding or action, present or future, based upon, arising out of or in any way  
16 relating to CITY'S (including its officers, employees, agents, representatives, independent  
17 contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement,  
18 performance under this Agreement, or failure to comply with the requirements of this  
19 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)  
20 payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

21 DISTRICT shall indemnify, defend, save and hold harmless CITY (including its  
22 officers, employees, agents, representatives, independent contractors, and subcontractors) from  
23 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of  
24 or in any way relating to DISTRICT'S (including its officers, Board of Supervisors, elected and  
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1 appointed officials, employees, agents, representatives, independent contractors, and  
2 subcontractors) actual or alleged acts or omissions related to this Agreement, performance under  
3 this Agreement, or failure to comply with the requirements of this Agreement, including but not  
4 limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d)  
5 any other element of any kind or nature whatsoever.

6           5. In the event of any arbitration, action or suit brought by either CITY or  
7 DISTRICT against the other party by reason of any breach on the part of the other party of any  
8 of the covenants and agreements set forth in this Agreement, or any other dispute between the  
9 DISTRICT and CITY concerning this Agreement, the prevailing party in any such action or  
10 dispute, by a final judgment or arbitration award, shall be entitled to have and recover from the  
11 other party all costs and expenses or claims, including but not limited to, attorneys' fees and  
12 expert witness fees. This section shall survive any termination of this Agreement.  
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14           6. This Agreement is made and entered into for the sole protection and benefit  
15 of the parties hereto. No other person or entity shall have any right of action based upon the  
16 provisions of this Agreement.  
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18           7. DISTRICT and CITY each pledge to cooperate in regard to the operation  
19 and maintenance of their respective facilities as set forth herein and to discharge their respective  
20 maintenance responsibilities in an expeditious fashion so as to avoid the creation of any  
21 nuisance condition or undue maintenance impact upon the others' facilities.  
22

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

25 RIVERSIDE COUNTY FLOOD CONTROL  
26 AND WATER CONSERVATION DISTRICT  
27 1995 Market Street  
28 Riverside, CA 92501  
Attn: Administrative Services

CITY OF CORONA  
400 S. Vicentia Avenue  
Corona, CA 92882-2187  
Attn: Nelson Nelson



1           9. If any provision in this Agreement is held by a court of competent  
2 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless  
3 continue in full force without being impaired or invalidated in any way.  
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5           10. This Agreement is to be construed in accordance with the laws of the State  
6 of California.

7           11. Neither the CITY nor DISTRICT shall assign this Agreement without the  
8 written consent of the other party.

9           12. Any action at law or in equity brought by any of the parties hereto for the  
10 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of  
11 competent jurisdiction in the County of Riverside, State of California, and the parties hereto  
12 waive all provisions of law providing for a change of venue in such proceedings to any other  
13 county.  
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15           13. This Agreement is the result of negotiations between the parties hereto, and  
16 the advice and assistance of their respective counsel. The fact that this Agreement was prepared  
17 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty  
18 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT  
19 prepared this Agreement in its final form.  
20

21           14. Any waiver by DISTRICT or CITY of any breach by any other party of any  
22 provision of this Agreement shall not be construed to be a waiver of any subsequent or other  
23 breach of the same or any other provision hereof. Failure on the part of DISTRICT or CITY to  
24 require from any other party exact, full and complete compliance with any of the provisions of  
25 this Agreement shall not be construed as in any manner changing the terms hereof, or estopping  
26 DISTRICT or CITY from enforcing this Agreement.  
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1           15. This Agreement is intended by the parties hereto as a final expression of  
2 their understanding with respect to the subject matter hereof and as a complete and exclusive  
3 statement of the terms and conditions thereof and supersedes any and all prior and  
4 contemporaneous agreements and understandings, oral or written, in connection therewith. This  
5 Agreement may be changed or modified only upon the written consent of the parties hereto.

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

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(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By Steve Thomas  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

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

By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS  
County Counsel  
By Neal Kipnis  
NEAL KIPNIS  
Deputy County Counsel

ATTEST:  
KECIA HARPER-IHEM  
Clerk of the Board

By \_\_\_\_\_  
Deputy  
(SEAL)

Cooperative Agreement: Corona Drains Line 52  
1/18/11  
TT:blj

RECOMMENDED FOR APPROVAL:

CITY OF CORONA

By *Kip D. Field*  
KIP D. FIELD  
Director of Public Works

By *Bradly L. Robbins*  
BRADLY L. ROBBINS  
City Manager

APPROVED AS TO FORM:

ATTEST:

By *Dean Derleth*  
DEAN DERLETH  
City Attorney

By *Jan Bates*  
JAN BATES  
City Clerk of the City of Corona

(SEAL)

Cooperative Agreement: Corona Drains Line 52  
1/18/11  
TT:blj

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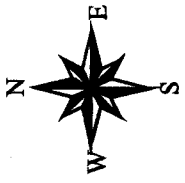


Project Location

**Legend**

Rail Road

Project Alignment



**EXHIBIT "A"**  
**Corona Drains Line 52**

