

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

802B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

March 22, 2011

SUBJECT: Corona-East Grand Boulevard Storm Drain
Project No. 2-0-00210
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:blj

Steve Thomas
WARREN D. WILLIAMS
General Manager-Chief Engineer

**FINANCIAL
DATA**

Current F.Y. District Cost: \$240,000
Current F.Y. County Cost: N/A
Net District Cost: \$450,000

In Current Year Budget: YES
Budget Adjustment: NO
For Fiscal Year: 2010-11 & 11-12

SOURCE OF FUNDS: 25120 947420 536200

Zone 2 Contribution to Non-County Agency

Positions To Be
Deleted Per A-30 ☐

Requires 4/5 Vote ☐

APPROVE

C.E.O. RECOMMENDATION:

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

County Executive Office Signature

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

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Stone, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: March 22, 2011
xc: Flood

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.:

District: 2nd

Agenda Number:

11.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORWARD APPROVED COUNTY COUNSEL
DATE 3/21/11
BY: NEAL R. KIPNIS
Departmental Concurrence
BY: *Neal R. Kipnis*
FISCAL PROCEDURES APPROVED
BY: *Neal R. Kipnis*
IVAN M. CHAND, FINANCE DIRECTOR

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

SUBJECT: Corona-East Grand Boulevard Storm Drain
Project No. 2-0-00210
Cooperative Agreement

SUBMITTAL DATE: March 22, 2011
Page 2

BACKGROUND:

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 and construction costs. Funds for the project will be included in the budget for Fiscal Year 2010-2011. Additional funding will be provided in Fiscal Year 2011-2012. There will be no fiscal impact in the current fiscal year.

Future operation and maintenance costs will accrue to the District.

TT:blj

COOPERATIVE AGREEMENT
Corona-East Grand Boulevard Storm Drain
(Project No. 2-0-00210)

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 a segment of the Corona Drains-East Grand Boulevard Storm Drain. This facility consists of an underground storm drain located in East Grand Boulevard between 7th Street and Highway 91, hereinafter called "PROJECT", as shown in concept in blue on Exhibit "A" attached hereto, and made a part hereof. PROJECT will connect to the proposed Corona Drains-Line 52 (Project No. 2-0-00350).

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

C. Also associated with the construction of PROJECT 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".

D. CITY is willing to: (i) allow DISTRICT an opportunity to review and approve CITY'S PROJECT engineering design proposal and cost prior to CITY commencing work on PROJECT plans and specifications, (ii) prepare plans and specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with DISTRICT and CITY standards, (iii) act as Lead Agency pursuant to the California Environmental Quality Act

1 (CEQA), (iv) secure all rights of way, and regulatory permits necessary to construct, inspect,
2 operate and maintain PROJECT except as otherwise provided herein, (v) allow DISTRICT an
3 opportunity to review and approve IMPROVEMENT PLANS, rights of way documents and
4 regulatory permits prior to advertising PROJECT for construction, (vi) advertise, award and
5 administer a public works project construction contract, (vii) provide all construction surveys,
6 materials testing and construction inspection necessary for construction of PROJECT, (viii) pay
7 all costs related to PROJECT'S design, construction and administration, subject to agreed upon
8 DISTRICT reimbursements as provided herein, (ix) provide DISTRICT original "record
9 drawings" of IMPROVEMENT PLANS as provided herein, and (x) accept ownership and
10 responsibility for the operation and maintenance of PROJECT until such time as DISTRICT
11 accepts STORM DRAIN for ownership, operation and maintenance as provided herein
12

13 E. CITY desires that DISTRICT contribute funding for the design and
14 construction of PROJECT.
15

16 F. DISTRICT wishes to support CITY'S efforts to construct PROJECT and
17 furnish a contribution, hereinafter called "DISTRICT CONTRIBUTION", in the amount of (i)
18 one hundred percent (100%) of the lowest original bid price for PROJECT design approved by
19 DISTRICT and as invoiced by CITY, (ii) one hundred percent (100%) of lowest original bid the
20 price for PROJECT construction as invoiced by CITY, and (iii) one hundred percent (100%) of
21 all right of way acquisition costs, as set forth herein. However, the individual components of
22 total DISTRICT CONTRIBUTION shall not exceed (i) one hundred and twenty percent (120%)
23 of the original bid price for PROJECT design as approved by DISTRICT, (ii) one hundred five
24 percent (105%) of the lowest original bid price for construction, and (iii) one hundred percent
25 (100%) of actual right of way acquisition costs.
26
27
28

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

11 H. The purpose of this Agreement is to memorialize the mutual understandings
12 by and between DISTRICT and CITY with respect to design, construction, inspection,
13 ownership, operation and maintenance, and funding of PROJECT.
14

15 In consideration of the preceding recitals and the mutual covenants
16 hereinafter contained, the parties hereto mutually agree as follows:

17 SECTION I

18 CITY shall:

19 1. Prepare or cause to be prepared, PROJECT IMPROVEMENT PLANS in
20 accordance with DISTRICT and CITY standards, and submit to DISTRICT for review and
21 approval prior to awarding a public works construction contract for PROJECT.
22

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

26 3. Prior to executing a PROJECT design contract, provide DISTRICT an
27 opportunity to review and approve CITY'S PROJECT engineering design proposal.
28

1 4. Keep an accurate accounting of all design costs associated with the
2 preparation of plans and specifications for PROJECT, in conformance with the task descriptions
3 listed in CITY'S engineering design proposal and include this accounting when invoicing
4 DISTRICT for reimbursement of said costs.

5 5. Invoice DISTRICT for fifty percent (50%) of PROJECT design costs upon
6 execution of this Agreement or upon CITY'S execution of a design contract with its design
7 consultant, whichever is later. Invoice DISTRICT for remainder of PROJECT design costs
8 actually incurred by CITY following signing of IMPROVEMENT PLANS by all parties,
9 provided, however, that the total amount of PROJECT design costs invoiced to DISTRICT shall
10 not exceed one hundred twenty percent (120%) of the price for PROJECT design as approved
11 by DISTRICT.
12

13 6 Not permit any change to or modification of IMPROVEMENT PLANS
14 without the prior written permission and consent of DISTRICT.
15

16 7. Obtain all necessary rights of way, permits, rights of entry and temporary
17 construction easements necessary to construct, operate and maintain PROJECT.

18 8. Order the relocation of all utilities installed by permit or franchise within
19 CITY rights of way that are in conflict with PROJECT and which must be relocated at the utility
20 company's expense.
21

22 9. Keep an accurate accounting of all costs associated with the acquisition of
23 rights of way, rights of entry and temporary construction easements for PROJECT, and include
24 this accounting when invoicing DISTRICT for reimbursement as provided herein.

25 10. Invoice DISTRICT for the costs incurred by CITY for acquisition of rights
26 of way, rights of entry and temporary construction easements following award of construction
27 contract for PROJECT. However, the total amount of acquisition costs invoiced to DISTRICT
28

1 for acquisition of rights of way, rights of entry and temporary construction easements shall not
2 exceed one hundred percent (100%) of the appraised values for all acquired parcels plus
3 customary escrow and closing costs. CITY shall not invoice DISTRICT for any other costs
4 associated with acquisition of rights of way, rights of entry or temporary construction easements
5 including, but not limited to, preliminary engineering work, appraisals and negotiations.

6
7 11. Obtain at its sole cost and expense, all necessary permits, approvals or
8 agreements required by any Federal or State resource or regulatory agencies pertaining to the
9 construction, operation and maintenance of PROJECT. Such documents, hereinafter called
10 "REGULATORY PERMITS", may include, but are not limited to, a Section 404 permit issued
11 by USACOE, a Section 401 Water Quality Certification issued by the California Regional
12 Water Quality Control Board (CRWQCB), a Section 1601 Streambed Alteration Agreement
13 issued by the California Department of Fish and Game and National Pollutant Discharge
14 Elimination System Permits issued by the State Water Resources Control Board or CRWQCB.

15
16 12. Prior to advertising PROJECT for construction, provide DISTRICT an
17 opportunity to review and approve all REGULATORY PERMITS and rights of way documents.

18
19 13. Prior to awarding a public works construction contract for PROJECT,
20 provide DISTRICT seven (7) calendar days following construction bid opening to review and
21 approve or reject bids for construction PROJECT. DISTRICT may only reject bids found by
22 DISTRICT to be either (i) unreasonably high, or (ii) unbalanced so as to shift the burden of
23 overall construction costs unduly upon construction of PROJECT. DISTRICT shall not
24 unreasonably withhold approval of contract.

25
26 14. Advertise, award and administer a public works construction contract for
27 PROJECT at its sole cost and expense.
28

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

3 16. Invoice DISTRICT, at the time of providing written notice to DISTRICT of
4 the award of a construction contract as set forth in Section I.15., for one hundred percent (100%)
5 of lowest awarded construction bid price for PROJECT
6

7 17. Prior to commencing PROJECT construction, schedule and conduct a
8 mandatory pre-construction meeting between CITY, CITY'S construction manager, CITY'S
9 construction contractor(s), DISTRICT and other affected entities. CITY shall notify DISTRICT
10 (Attention: Contract Administration Section) in writing at least twenty (20) days prior to
11 conducting the pre-construction meeting.

12 18. Prior to commencing PROJECT construction, furnish DISTRICT with final
13 mylar IMPROVEMENT PLANS and, upon receipt of DISTRICT'S reimbursement of
14 PROJECT design costs as set forth in Section I.5., assign ownership of IMPROVEMENT
15 PLANS to DISTRICT.
16

17 19. Construct or cause to be constructed, PROJECT pursuant to a CITY
18 administered construction contract, in accordance with IMPROVEMENT PLANS approved by
19 DISTRICT and CITY, and pay all costs associated therewith subject to those reimbursements
20 set forth herein.
21

22 20. Inspect construction of PROJECT at its sole cost and expense.

23 21. Furnish, or cause its construction manager to furnish, all construction
24 survey and materials testing services necessary to construct PROJECT.

25 22. Grant DISTRICT, by execution of this Agreement, the right to enter upon
26 property owned or controlled by CITY where necessary and convenient for the purpose of
27 gaining access to, and performing inspection service for, the construction of PROJECT.
28

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

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

25 Prior to CITY issuing a Notice to Proceed to its construction contractor(s)
26 to begin construction of PROJECT, an original certificate of insurance evidencing the required
27 insurance coverage shall be provided to DISTRICT.
28

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

4 26. Require its construction contractor to furnish DISTRICT (Attention:
5 Contract Administration Section) a confined space entry procedure specific to PROJECT. The
6 procedure shall comply with requirements contained in California Code of Regulations, Title 8,
7 Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined
8 Space and DISTRICT confined Space Procedures, SOM-18. The procedure shall be provided to
9 DISTRICT no less than 20 days prior to requesting that DISTRICT perform a final inspection
10 for acceptance of PROJECT. The procedure shall be reviewed and approved by DISTRICT
11 prior to conducting the final inspection.
12

13 27. Assume ownership and sole responsibility for the operation and
14 maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility
15 for the operation and maintenance of STORM DRAIN as set forth herein.
16

17 28. Within two (2) weeks of completing PROJECT construction, provide
18 DISTRICT with written notice (Attention: Contract Administration Section) that PROJECT
19 construction is substantially complete and requesting that DISTRICT conduct a final inspection
20 of STORM DRAIN.
21

22 29. Upon completion of PROJECT construction, provide DISTRICT with a
23 copy of CITY'S Notice of Completion.

24 30. Upon completion of PROJECT construction but prior to DISTRICT'S
25 acceptance of STORM DRAIN for ownership, operation and maintenance, provide DISTRICT
26 with appropriate engineering documentation necessary to establish that STORM DRAIN was
27 constructed in accordance with the approved IMPROVEMENT PLANS.
28

1 31. Upon completion of construction of PROJECT, but prior to DISTRICT'S
2 acceptance of STORM DRAIN for ownership, operation and maintenance, CITY's civil
3 engineer of record or construction civil engineer of record, duly registered in the State of
4 California, shall provide DISTRICT a redlined "record drawing" of IMPROVEMENT PLANS.
5 After DISTRICT approval of the redlined "record drawing", CITY'S engineer shall schedule
6 with DISTRICT a time to transfer the redlined changes onto DISTRICT'S original mylars at
7 DISTRICT'S office, after which the engineer shall review, stamp and sign IMPROVEMENT
8 PLANS "RECORD DRAWING".
9

10 32. Keep an accurate accounting of all PROJECT construction costs and
11 include this accounting when invoicing DISTRICT for reimbursement of said costs.
12

13 33. Upon DISTRICT acceptance of STORM DRAIN construction as being
14 complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and
15 covers located within CITY rights of way which must be performed at such time(s) that the
16 finished grade along and above the underground portions of PROJECT are improved, repaired,
17 replaced or changed. It being further understood and agreed that any such adjustments shall be
18 performed at no cost to DISTRICT.
19

20 34. Upon DISTRICT acceptance of STORM DRAIN for ownership, operation
21 and maintenance, invoice DISTRICT for any PROJECT construction costs incurred by CITY in
22 excess of the original contract amounts for PROJECT construction, provided any such excess
23 costs are the direct result of any DISTRICT approved construction change orders. Any such
24 invoicing shall be accompanied by a complete accounting of any such costs. The total sum of
25 all such additional invoicing shall not exceed five percent (5%) of the lowest awarded original
26 construction bid price for PROJECT.
27
28

SECTION II

DISTRICT shall:

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

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

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

4. Review and approve all necessary REGULATORY PERMITS and rights of way documents prior to CITY advertising for bids.

5. Review and approve IMPROVEMENT PLANS prior to CITY'S advertising of construction contract.

6. Following the signing of IMPROVEMENT PLANS by all parties, reimburse CITY for the remainder of PROJECT design costs actually incurred by CITY within thirty (30) days after receipt of CITY'S accounting of and invoice for such costs. However, the total amount of PROJECT design costs reimbursed by DISTRICT shall not exceed one hundred twenty percent (120%) of the price for PROJECT design as originally approved by DISTRICT.

7. Following CITY'S construction bid opening, within seven (7) days thereafter review and approve or reject bids for construction of PROJECT. DISTRICT may only reject bids found by DISTRICT to be either (i) unreasonably high, or (ii) unbalanced so as to shift the burden of overall constructions costs unduly upon construction of PROJECT. DISTRICT shall not unreasonably withhold approval of contract.

1 8. Following receipt of CITY'S written notice to DISTRICT of the award of a
2 construction contract as set forth in Section I.15., reimburse CITY for one hundred percent
3 (100%) of lowest awarded construction bid within thirty (30) days following DISTRICT'S
4 receipt of CITY'S accounting of and invoice for such items.

5 9. Conduct periodic inspections of STORM DRAIN construction for quality
6 control purposes at its sole cost and provide any comments to CITY'S primary inspector
7

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

11 11. Upon receipt of CITY'S written notice that PROJECT construction is
12 substantially complete, conduct a final inspection of STORM DRAIN.
13

14 12. Accept sole responsibility for ownership, operation and maintenance of
15 STORM DRAIN upon (i) receipt of CITY'S written Notice of Completion as set forth in Section
16 I.29., (ii) receipt of appropriate engineering documentation as set forth in Section I.30., and (iii)
17 receipt of RECORD DRAWING construction drawings as set forth in Section I.30.

18 13. Following DISTRICT'S acceptance of STORM DRAIN for ownership,
19 operation and maintenance, reimburse CITY for any DISTRICT approved PROJECT
20 construction costs in excess of the lowest original construction contract amount within thirty
21 (30) days after receipt of CITY'S accounting of and invoice for such costs. The total sum of any
22 such additional reimbursements shall not exceed five percent (5%) of the lowest original
23 construction contract amount for PROJECT.
24

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26 //

SECTION III

It is further mutually agreed:

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

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

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

4. CITY shall indemnify, defend, save and hold harmless DISTRICT (including its respective officers, 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, based upon, arising out of or in any way relating to CITY'S (including its officers, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions 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 attorney's fees; or (d) any other element of any kind or nature whatsoever.

DISTRICT shall indemnify, defend, save and hold harmless CITY (including its officers, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT'S (including its officers, Board of Supervisors, elected and

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
7 5. In the event of any arbitration, action or suit brought by either CITY or
8 DISTRICT against the other party by reason of any breach on the part of the other party of any
9 of the covenants and agreements set forth in this Agreement, or any other dispute between the
10 DISTRICT and CITY concerning this Agreement, the prevailing party in any such action or
11 dispute, by a final judgment or arbitration award, shall be entitled to have and recover from the
12 other party all costs and expenses or claims, including but not limited to, attorneys' fees and
13 expert witness fees. This section shall survive any termination of this Agreement.

14
15 6. This Agreement is made and entered into for the sole protection and
16 benefit of the parties hereto. No other person or entity shall have any right of action based upon
17 the provisions of this Agreement.

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
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.

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

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

8 12. Any action at law or in equity brought by any of the parties hereto for the
9 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of
10 competent jurisdiction in the County of Riverside, State of California, and the parties hereto
11 waive all provisions of law providing for a change of venue in such proceedings to any other
12 county.

13 13. This Agreement is the result of negotiations between the parties hereto,
14 and the advice and assistance of their respective counsel. The fact that this Agreement was
15 prepared as a matter of convenience by DISTRICT shall have no import or significance. Any
16 uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because
17 DISTRICT prepared this Agreement in its final form.

18 14. Any waiver by DISTRICT or CITY of any breach by any other party of
19 any provision of this Agreement shall not be construed to be a waiver of any subsequent or other
20 breach of the same or any other provision hereof. Failure on the part of DISTRICT or CITY to
21 require from any other party exact, full and complete compliance with any of the provisions of
22 this Agreement shall not be construed as in any manner changing the terms hereof, or estopping
23 DISTRICT or CITY from enforcing this Agreement.

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.

6 //

7 //
8

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

MAR 22 2011

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

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

By Marion Ashley
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 Kecia Harper-Ihem
Deputy

(SEAL)

Cooperative Agreement:
Corona Drains-East Grand Boulevard Storm Drain
TT:blj
1/18/11

MAR 22 2011 11.1

RECOMMENDED FOR APPROVAL:

By KIP D. FIELD
Director of Public Works

CITY OF CORONA

By BRADLY L. ROBBINS
City Manager

APPROVED AS TO FORM:

By DEAN DERLETH
City Attorney

ATTEST:

By JAN BATES
City Clerk of the City of Corona

(SEAL)

Cooperative Agreement:
Corona Drains-East Grand Boulevard Storm Drain
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