

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

716



FROM: Redevelopment Agency

SUBMITTAL DATE:
May 12, 2011

SUBJECT: Rubidoux-Daly Avenue Storm Drain, Stage 1 (MS 50), Project No. 1-0-00289, Cooperative Agreement – Rubidoux Area II Street and Storm Drain Improvement Project

RECOMMENDED MOTION: That the Board approve the Cooperative Agreement, terms, and conditions by which the referenced project will be funded, constructed, operated, and maintained, and authorize the Chairman of the Board to execute the agreement on behalf of the Redevelopment Agency.

BACKGROUND: On March 11, 2003, the Board of Directors entered into an agreement with Pettit Inc., to design and engineer the Rubidoux Area II Street and Storm Drain Improvement Project in order to improve drainage conditions, pedestrian, and vehicular traffic along Crestmore, Daly, Wallace, 34th, 35th, 36th, 37th, and Odell Streets. The community is heavily dependent on pedestrian transportation and the drainage, sidewalk, and street improvements will enhance safety conditions for the community of Rubidoux. In addition, the project will eliminate flooding conditions, which currently occur during the rainy season in the Rubidoux Area.

(Continued)

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	N/A

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: Yes – Flood Control & Transportation

SOURCE OF FUNDS: Jurupa Valley Redevelopment Capital Improvement Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Elizabeth J. Olson

County Executive Office Signature

MINUTES OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 24, 2011
xc: RDA, Flood, Transp

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 4.2 of 12/18/07, 4.1 of 3/11/03

District: 2

Agenda Number:

4.1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: ANITA C. WILLIS
DATE: 5-11-11

Dept's Reconn.: Consent
Per Exec. Ofc.: Consent
Policy:
Policy:

Redevelopment Agency
Rubidoux-Daly Avenue Storm Drain, Stage 1 (MS 50), Project No. 1-0-00289, Cooperative
Agreement – Rubidoux Area II Street and Storm Drain Improvement Project

May 12, 2011
Page 2

BACKGROUND: (Continued)

The Redevelopment Agency for the County of Riverside has also been working with staff of the Riverside County Flood Control and Water Conservation District and the Riverside County Transportation Department to develop a plan for the construction of the Rubidoux-Daly Avenue Storm Drain- Stage 1 (MS 50) project, also known as the Rubidoux Area II Street and Storm Drain Improvement Project.

This project includes storm drain, sidewalk, and street improvements in the unincorporated community of Rubidoux. Upon completion of the facilities' construction, the district will assume ownership, operation, and maintenance of the project's mainline storm drains greater than 36-inches in diameter. The Riverside County Transportation Department will assume ownership, operation, and maintenance of the facilities' associated catch basins, connector pipes, and storm drain segments that are 36-inches or smaller in diameter.

A separate request for the release of plans and specifications for the project will be submitted for Board approval under separate cover in the near future.

County Counsel has reviewed and approved the agreement as to legal form. A companion item appears on the Riverside County Flood Control and Water Conservation District and the Riverside County Transportation Department's agendas this same date.

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

COPY



FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: 1/5/11
NEAL R. KIPNIS

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
March 1, 2011

SUBJECT: Rubidoux-Daly Avenue Storm Drain, Stage 1 (MS 50)
Project No. 1-0-00289
Cooperative Agreement

RECOMMENDED MOTION:

1. Approve the Agreement between the District, the Riverside County Transportation Department, and the Redevelopment Agency for the County of Riverside.
2. 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 Redevelopment Agency for the County of Riverside is to obtain the rights of way and construct the Rubidoux-Daly Avenue Storm Drain-Stage 1 (MS 50) project. Upon completion of project construction, the District will assume ownership, operation and maintenance of the project's mainline storm drains greater than 36 inches in diameter. The Riverside County Transportation Department will assume ownership, operation, and maintenance of the project's associated catch basins, connector pipes and storm drain segments that are 36 inches or smaller in diameter.

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

County Executive Office Signature

Policy
 Consent
 Dep't Recomm.:

Policy
 Consent
 Per Exec. Ofc.:

Prev. Agn. Ref.: _____ **District:** 2nd **Agenda Number:** _____

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

SUBJECT: Rubidoux-Daly Avenue Storm Drain, Stage 1 (MS 50)
Project No. 1-0-00289
Cooperative Agreement

SUBMITTAL DATE: March 1, 2011
Page 2

BACKGROUND (cont'd.):

County Counsel has approved the Agreement as to legal form. A companion item appears on the Riverside County Transportation Department's and the Redevelopment Agency for the County of Riverside's agendas this same date.

TMC:blj

COOPERATIVE AGREEMENT
RUBIDOUX-DALY AVENUE STORM DRAIN, STAGE 1 (MS 50)
Project No. 1-0-00289

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, hereinafter called "COUNTY" and the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, hereinafter called "AGENCY", agree as follows:

RECITALS

A. AGENCY has budgeted for and plans to design and construct Rubidoux-Daly Avenue Storm Drain in the unincorporated community of Rubidoux consisting of approximately 1,830 lineal feet of underground concrete pipe, hereinafter called "STORM DRAIN", as shown in red on Exhibits "A" and "B" attached hereto and made a part hereof. At its downstream terminus, STORM DRAIN connects to DISTRICT'S Rubidoux Crestmore Channel (Project No. 1-0-00290), as shown in DISTRICT Drawing No. 1-641; and

B. Associated with the construction of STORM DRAIN is the construction of lateral storm drains thirty-six inches (36") or less in diameter, various catch basins and connector pipes located within COUNTY rights of way, hereinafter called "APPURTENANCES". STORM DRAIN and APPURTENANCES are hereinafter altogether called "PROJECT"; and

C. Construction of PROJECT will benefit the community of Rubidoux and RIVERSIDE COUNTY through reduced flooding of streets, improved traffic safety and circulation, and reduced street maintenance costs; therefore, DISTRICT is willing to accept STORM DRAIN segments that are greater than 36" in diameter for ownership, operation and maintenance as set forth herein. COUNTY is willing to accept APPURTENANCES for

ownership, operation and maintenance as set forth herein; and

1
2 D. AGENCY is willing to: (i) prepare PROJECT plans and specifications,
3 hereinafter called "IMPROVEMENT PLANS", in accordance with DISTRICT and COUNTY
4 standards; (ii) act as Lead Agency pursuant to the California Environmental Quality Act
5 (CEQA); (iii) obtain all rights of way necessary for the construction, operation and
6 maintenance of PROJECT; (iv) secure all regulatory approvals, permits and rights of entry
7 necessary to construct, inspect, operate and maintain PROJECT; (v) advertise, award and
8 administer a public works construction contract for PROJECT; (vi) provide all necessary
9 funding to construct PROJECT; (vii) reimburse DISTRICT for its costs for review and
10 approval of IMPROVEMENT PLANS and its final construction inspection(s) of STORM
11 DRAIN; and (viii) reimburse COUNTY for its costs for review and approval of
12 IMPROVEMENT PLANS and its final construction inspection(s) of APPURTENANCES; and

13
14 E. DISTRICT is willing to: (i) review and approve AGENCY prepared
15 IMPROVEMENT PLANS; (ii) conduct a final inspection of STORM DRAIN; and (iii) accept
16 ownership and sole responsibility for operation and maintenance of STORM DRAIN upon
17 completion of PROJECT construction provided: (i) AGENCY provides DISTRICT and
18 COUNTY an opportunity to review and approve IMPROVEMENT PLANS prior to
19 constructing PROJECT; (ii) COUNTY grants DISTRICT all necessary rights to operate and
20 maintain STORM DRAIN within COUNTY rights of way; (iii) PROJECT is constructed in
21 accordance with DISTRICT and COUNTY approved IMPROVEMENT PLANS; and (iv)
22 AGENCY reimburses DISTRICT for its costs for review and approval of IMPROVEMENT
23 PLANS and for its final construction inspection(s) of STORM DRAIN; and

24
25
26 F. COUNTY is willing to: (i) review and approve AGENCY prepared
27 IMPROVEMENT PLANS; (ii) conduct a final construction inspection of APPURTENANCES;

1 (iii) grant DISTRICT necessary rights to operate and maintain STORM DRAIN within
2 COUNTY rights of way; and (iv) accept ownership and sole responsibility for operation and
3 maintenance of APPURTENANCES upon completion of PROJECT construction provided: (i)
4 AGENCY provides DISTRICT and COUNTY an opportunity to review and approve
5 IMPROVEMENT PLANS prior to constructing PROJECT; (ii) APPURTENANCES are
6 constructed in accordance with DISTRICT and COUNTY approved IMPROVEMENT
7 PLANS; and (iii) AGENCY reimburses COUNTY for its costs for review and approval of
8 IMPROVEMENT PLANS and its final construction inspection(s) of APPURTENANCES; and
9

10 G. It is in the public interest to proceed with the construction of PROJECT in
11 a timely manner.

12 NOW, THEREFORE, the parties hereto mutually agree as follows:

13 SECTION I

14 AGENCY shall:

- 15 1. At its sole expense, prepare or cause to be prepared, IMPROVEMENT
16 PLANS in accordance with DISTRICT and COUNTY standards.
- 17 2. Provide DISTRICT and COUNTY with an opportunity to review and
18 approve IMPROVEMENT PLANS prior to advertising PROJECT for construction.
- 19 3. Pursuant to the California Environmental Quality Act (CEQA), assume
20 Lead Agency role and responsibility for preparation, circulation and adoption of all necessary
21 and appropriate CEQA documents pertaining to PROJECT'S construction, operation, and
22 maintenance.
23
- 24 4. Obtain all necessary licenses, agreements, permits, approvals, rights of
25 way, rights of entry and easement as may be needed for the construction, operation and
26 maintenance of PROJECT.
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1 5. Advertise, award, and administer a public works project construction
2 contract.

3 6. Provide DISTRICT (Attention: Administrative Services Section) and
4 COUNTY (Attention: Transportation Department) with written notice that AGENCY has
5 awarded a construction contract for PROJECT.

6 7. Prior to commencing PROJECT construction, schedule and conduct a
7 mandatory pre-construction meeting between AGENCY, AGENCY'S construction manager,
8 AGENCY'S contractor(s), DISTRICT, COUNTY and other affected entities. AGENCY shall
9 notify DISTRICT (Attention: Contract Administration Section) and COUNTY (Attention:
10 Transportation Department) in writing at least twenty (20) days prior to conducting the pre-
11 construction meeting.
12

13 8. Construct or cause to be constructed, PROJECT pursuant to an AGENCY
14 administered construction contract, in accordance with DISTRICT and COUNTY approved
15 IMPROVEMENT PLANS.

16 9. Except as otherwise provided herein, inspect PROJECT construction or
17 cause PROJECT'S construction to be inspected by its construction manager.
18

19 10. Except as otherwise provided herein, furnish or cause its construction
20 manager to furnish all construction survey and materials testing services necessary to construct
21 PROJECT and provide DISTRICT and COUNTY with appropriate documentation establishing
22 that PROJECT was constructed in accordance with DISTRICT and COUNTY approved
23 IMPROVEMENT PLANS.

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

16 Prior to AGENCY issuing a Notice to Proceed to its construction
17 contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing
18 the required insurance coverage shall be provided to DISTRICT and COUNTY.
19

20 12. Furnish DISTRICT with the final mylar IMPROVEMENT PLANS and
21 assign its ownership to DISTRICT prior to the start of PROJECT construction.

22 13. Not permit any change to, or modification of, IMPROVEMENT PLANS
23 without the prior written permission and consent of DISTRICT and COUNTY.

24 14. Require its construction contractor(s) to comply with all Cal/OSHA safety
25 regulations, including regulations concerning confined space and maintain a safe working
26 environment for all AGENCY, DISTRICT and COUNTY employees on the site.
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1 15. Require its construction contractor to furnish DISTRICT with a confined
2 space procedure specific to PROJECT. The procedure shall comply with requirements
3 contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space
4 Operations, Section 5157, Permit Required Confined Space and District confined Space
5 Procedures, SOM-18. The procedure shall be provided to DISTRICT no less than twenty (20)
6 days prior to requesting that DISTRICT perform a final inspection for acceptance of STORM
7 DRAIN. The procedure shall be reviewed and approved by DISTRICT prior to conducting the
8 final inspection.

9 16. Reimburse DISTRICT for its costs for review and approval of
10 IMPROVEMENT PLANS and final inspection(s) of STORM DRAIN.

11 17. Reimburse COUNTY for its costs for review and approval of
12 IMPROVEMENT PLANS and final inspection(s) of APPURTENANCES.

13 18. Within two (2) weeks of completing PROJECT construction, provide
14 DISTRICT (Attention: Contract Administration Section) and COUNTY (Attention:
15 Transportation Department) with written notice that PROJECT construction is substantially
16 complete and requesting that DISTRICT conduct a final inspection of STORM DRAIN and
17 COUNTY conduct a final inspection of APPURTENANCES.

18 19. Assume ownership and sole responsibility for PROJECT until
19 construction is completed and until such time as DISTRICT accepts ownership and
20 responsibility for STORM DRAIN and COUNTY accepts ownership and responsibility for
21 APPURTENANCES as set forth herein.

22 20. Upon completion of PROJECT construction but prior to acceptance of
23 PROJECT for ownership, operation and maintenance, AGENCY'S civil engineer of record or
24 construction civil engineer of record, duly registered in the State of California, shall provide
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1 DISTRICT and COUNTY a redline "as-built drawings" copy of IMPROVEMENT PLANS.
2 After DISTRICT and COUNTY approval of the redlined "as-built drawings", AGENCY'S
3 engineer shall schedule with DISTRICT a time to transfer the redlined changes onto
4 DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review,
5 stamp, and sign "as-built drawings" of IMPROVEMENT PLANS.

6 SECTION II

7 DISTRICT shall:

- 8 1. Review and approve IMPROVEMENT PLANS prior to AGENCY'S
9 advertising of PROJECT for construction.
- 10 2. Upon completion of PROJECT construction, perform a final construction
11 inspection of STORM DRAIN for conformance with DISTRICT and COUNTY approved
12 IMPROVEMENT PLANS.
- 13 3. Accept ownership and responsibility for the operation and maintenance of
14 STORM DRAIN upon (i) AGENCY acceptance of PROJECT construction as being complete,
15 (ii) DISTRICT acceptance of STORM DRAIN construction as being complete, (iii) DISTRICT
16 receipt of stamped and signed "as-built drawings" of IMPROVEMENT PLANS, (iv)
17 DISTRICT receipt of all applicable regulatory permits or approvals as may be required for the
18 operation and maintenance of STORM DRAIN, (v) DISTRICT receipt of all appropriate
19 documentation establishing that STORM DRAIN was constructed in accordance with
20 DISTRICT and COUNTY approved IMPROVEMENT PLANS, (vi) COUNTY acceptance of
21 APPURTENANCES for ownership, operation and maintenance, (vii) DISTRICT'S sole
22 determination that STORM DRAIN is in a satisfactorily maintained condition, and (viii)
23 AGENCY'S reimbursement of DISTRICT'S costs for its review and approval of
24 IMPROVEMENT PLANS and final construction inspection(s) of STORM DRAIN.
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1 4. As requested by AGENCY or DISTRICT, accept any outstanding offers
2 of dedication necessary for the construction, inspection, operation and maintenance of
3 PROJECT.

4 5. Keep an accurate accounting of all COUNTY costs associated with the
5 review and approval of IMPROVEMENT PLANS and its final construction inspection(s) of
6 APPURTENANCES. COUNTY shall submit a final cost statement to AGENCY within forty-
7 five (45) days after COUNTY acceptance of APPURTENANCES as being complete.
8 AGENCY shall reimburse COUNTY within thirty (30) days after receipt of final cost statement
9 from COUNTY.
10

11 SECTION IV

12 It is further mutually agreed:

13 1. All construction work associated with PROJECT shall be inspected by
14 AGENCY, or its construction manager, but shall not be deemed complete until DISTRICT and
15 COUNTY mutually agree that construction is completed in accordance with DISTRICT and
16 COUNTY approved IMPROVEMENT PLANS. AGENCY shall not request DISTRICT or
17 COUNTY to accept any portion of PROJECT for ownership, operation, or maintenance until
18 PROJECT construction is deemed fully complete and all necessary rights of way have been
19 conveyed as set forth herein.
20

21 2. DISTRICT and COUNTY personnel may observe and inspect all work
22 being done on PROJECT, but shall provide any quality control comments to AGENCY
23 personnel, or its construction manager, who shall be solely responsible for all communications
24 with AGENCY'S contractor.
25

26 3. Prior to DISTRICT acceptance of ownership and responsibility for the
27 operation and maintenance of STORM DRAIN, STORM DRAIN shall be in a satisfactorily
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1 maintained condition as solely determined by DISTRICT. If, in the sole discretion of
2 DISTRICT, STORM DRAIN is not in an acceptable condition, corrections will be made at sole
3 expense of AGENCY.

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

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

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

15 7. Any and all notices sent or required to be sent to another party(ies) shall
 16 be mailed to the following addresses:

17 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 18 1995 Market Street
 19 Riverside, CA 92501
 20 Attn: Administrative Services Section

RIVERSIDE COUNTY
 Post Office Box 1090
 Riverside, CA 92502-1090
 Attn: Transportation Department

21 REDEVELOPMENT AGENCY FOR THE
 22 COUNTY OF RIVERSIDE
 23 3403 10th Street, 5th Floor
 Riverside, CA 92501

24 8. Pursuant to Government Code Sections 895.4 and 895.6, if any party
 25 hereto is held liable upon any judgment for damages caused by a negligent or wrongful act or
 26 omission in connection with the performance of their respective duties and obligations set forth
 27 in this Agreement and pays in excess of its pro rata share in satisfaction of such judgment, such
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1 party shall be entitled to contribution from the other party(ies) to this Agreement. The pro rata
2 share of each party for purposes of this Section shall be determined according to the
3 comparative fault of the respective party(ies), as between them.

4 In the event of any arbitration, action or suit brought by a party hereto
5 against another party hereunder by reason of any breach on the part of the other party of any of
6 the mutual covenants and agreements set forth herein or any other dispute between the parties
7 concerning this Agreement, then, the prevailing party in any such action or dispute, whether by
8 final judgment or arbitration award, shall be entitled to have and recover from the other
9 party(ies) all costs and expenses of suit or claim, including but not limited to, attorneys' fees
10 and experts' fees. This Section shall survive any termination of this Agreement.

11
12 9. This Agreement is to be construed in accordance with the laws of the State
13 of California.

14 10. The parties hereto shall not assign this Agreement without the written
15 consent of the other parties, and such consent will not be unreasonably withheld.

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

19 12. This Agreement is the result of negotiations between the parties hereto and
20 with the advice and assistance of their respective counsel. No provision contained herein shall
21 be construed against DISTRICT solely because, as a matter of convenience, it prepared the
22 Agreement in final form.

23
24 13. Any waiver by DISTRICT, COUNTY or AGENCY of any breach by the
25 other of any one or more of the terms of this Agreement shall not be construed to be a waiver of
26 any subsequent or other breach of the same or of any other term thereof. Failure on the part of
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1 DISTRICT, COUNTY or AGENCY to require from the other exact, full and complete
2 compliance with any terms hereof, shall not be construed as in any manner changing the terms
3 hereof, or estopping DISTRICT, COUNTY or AGENCY from enforcement hereof.

4 14. If any provision of this Agreement is held by a court of competent
5 jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full
6 force and effect without being impaired or invalidated in any way.

7 15. This Agreement may be executed and delivered in any number of
8 counterparts, each of which so executed and delivered shall be deemed to be an original and all
9 of which shall constitute one and the same instrument.

10 16. This Agreement is intended by the parties hereto as their final expression
11 with respect to the matters herein, and is a complete and exclusive statement of the terms and
12 conditions thereof. This Agreement shall not be changed or modified except by the written
13 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:

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

By _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By _____
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement
Rubidoux-Daly Avenue SD, Stage 1 (MS-50)

4/14/11

TT:blj

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

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By _____
JUAN C. PEREZ
Director of Transportation

By _____
BOB BUSTER, Chairman
County of Riverside Board of Supervisors

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By _____
Deputy

(SEAL)

Cooperative Agreement
Rubidoux-Daly Avenue SD, Stage 1 (MS-50)
4/14/11
TT:blj

**REDEVELOPMENT AGENCY FOR THE
COUNTY OF RIVERSIDE**

1 RECOMMENDED FOR APPROVAL:

2

3 By _____

4 **ROBERT FIELD**
Executive Director

By Bob Buster

BOB BUSTER, Chairman
Board of Directors

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8 APPROVED AS TO FORM:

9 Pamela J. Walls
10 **PAMELA J. WALLS**
County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

11 By _____

12 **ANITA WILLIS**
Deputy County Counsel

By Karen Harper-Ihem

Deputy

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(SEAL)

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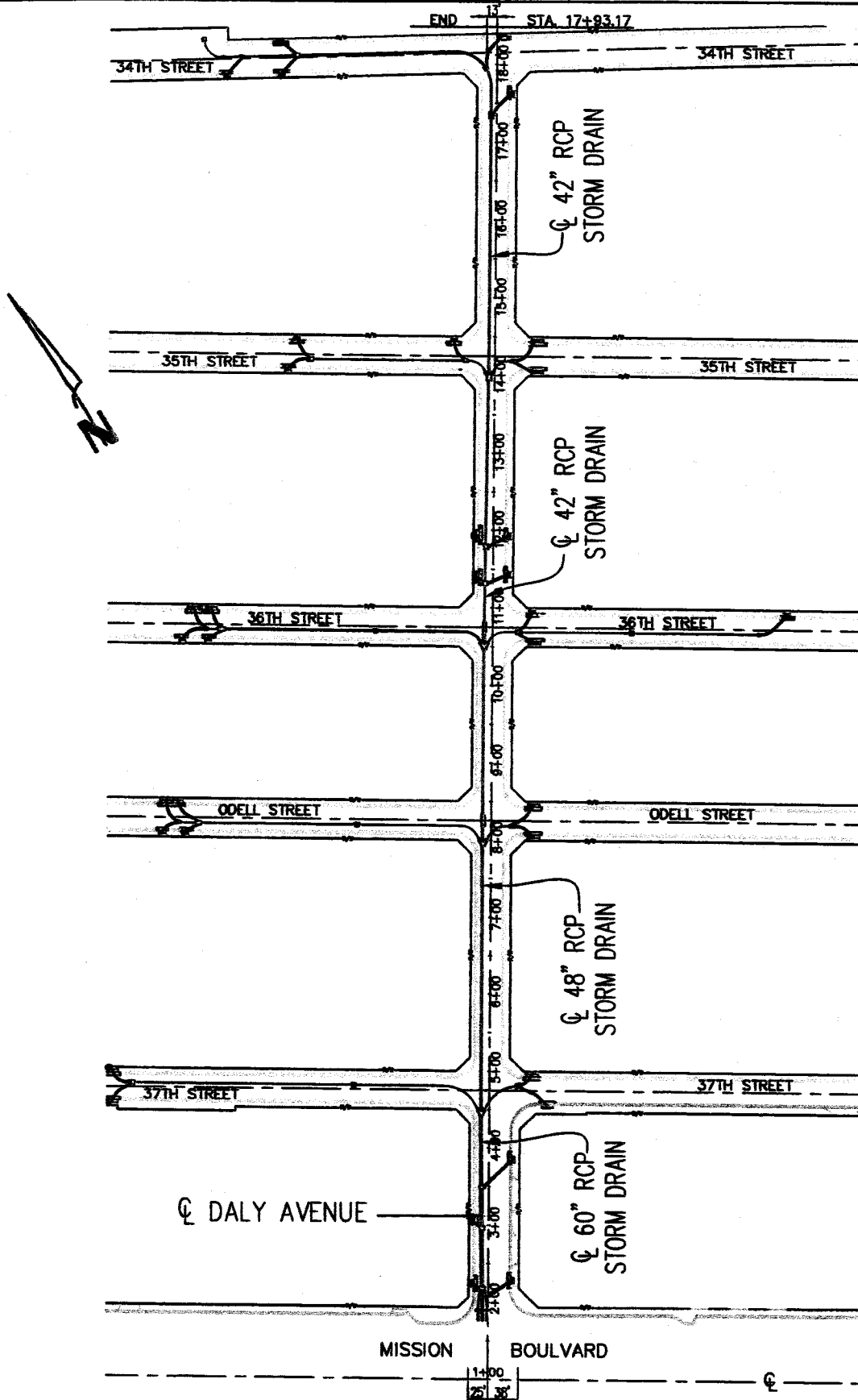
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26 Cooperative Agreement
Rubidoux-Daly Avenue SD, Stage 1 (MS-50)
27 4/14/11
TT:blj

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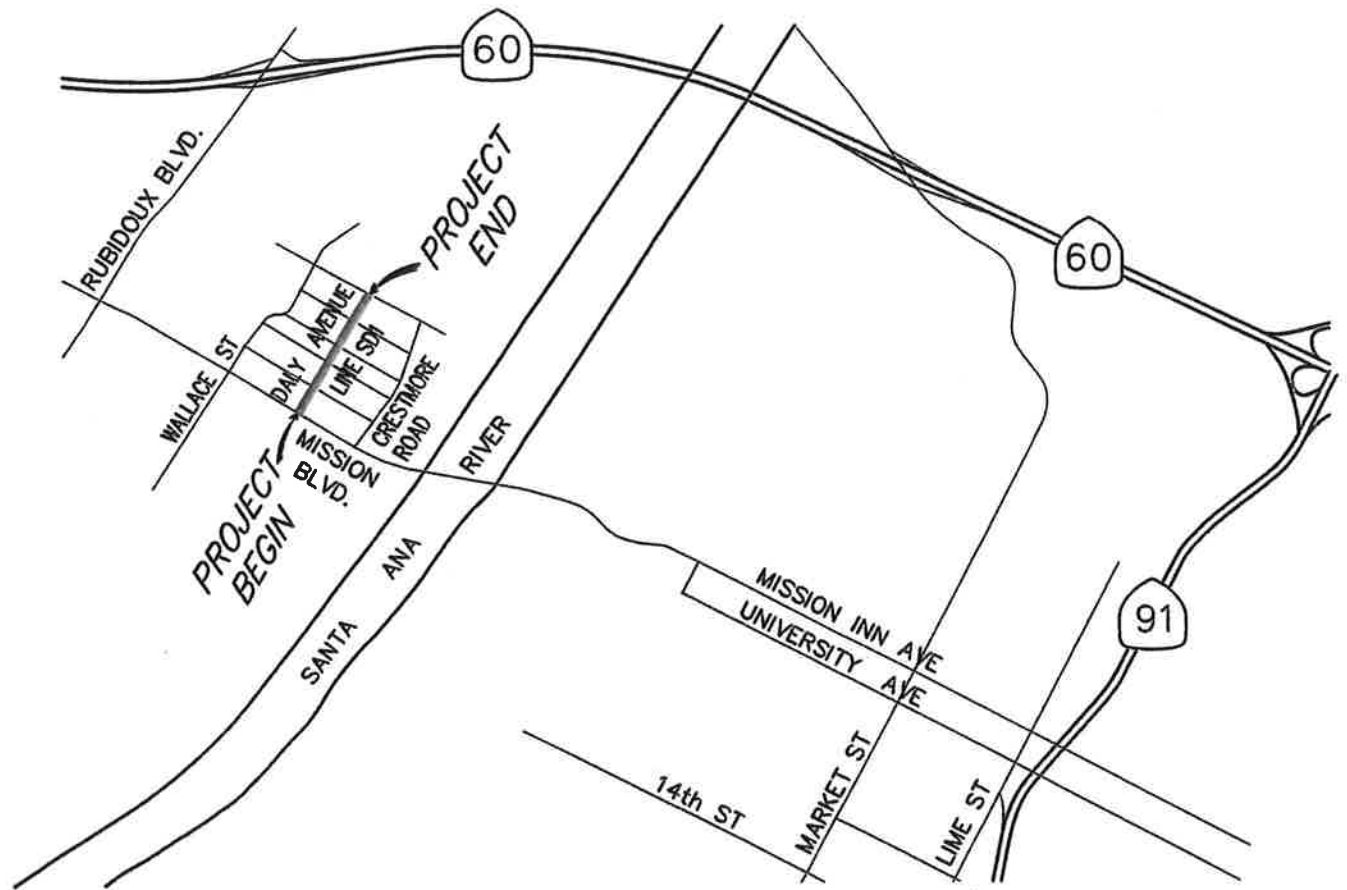
MAY 24 2011 4.1

EXHIBIT B



**COOPERATIVE AGREEMENT
RUBIDOUX - DALY AVENUE
STORM DRAIN - STAGE 1
PROJECT No. 1-0-00289 (MS 50)**

N
INDEX MAP
NTS



**COOPERATIVE AGREEMENT
RUBIDOUX - DALY AVENUE
STORM DRAIN - STAGE 1
PROJECT No. 1-0-00289 (MS 50)**

VICINITY MAP