

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

920B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
March 13, 2012

SUBJECT: Southwest Riverside MDP Line G-Stage 2, Line G-1 & Line F-1
Project Nos. 1-0-00319, 1-0-00321 & 1-0-00322
Cooperative Agreement
District 1/1

RECOMMENDED MOTION:

1. Approve the Cooperative Agreement between the District and the City of Riverside (City); and
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 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

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$589,610	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$2,916,000	For Fiscal Year:	11-12 & 12-13

SOURCE OF FUNDS: 25110 947400 527980 Zone 1 Construction	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Michael R. Shetler

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Tavaglione and Ashley
Nays: None
Absent: Stone and Benoit
Date: March 13, 2012
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: 1st/1

Agenda Number:

11.1

ATTACHMENTS FILED
IN THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 BY: WARREN D. WILLIAMS, GENERAL MANAGER-CHIEF ENGINEER
 DATE: 12/15/11
 BY: NEXA R. KIPNIS
 DATE: 12/15/11
 Departmental Concurrence
 BY: WARREN D. WILLIAMS
 DATE: 12/15/11
 Dep't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

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

SUBJECT: Southwest Riverside MDP Line G-Stage 2, Line G-1 & Line F-1
Project Nos. 1-0-00319, 1-0-00321 & 1-0-00322
Cooperative Agreement
District 1/1

SUBMITTAL DATE: March 13, 2012
Page 2

BACKGROUND:

This Agreement is necessary to formalize the transfer of necessary rights of way to provide for District construction inspection of the referenced facilities. Upon completion of project construction, the District will assume ownership, operation and maintenance of the mainline storm drains that are greater than 36-inch in diameter and the City will assume ownership, operation and maintenance of lateral storm drains that are 36-inch or less in diameter along with the associated appurtenances such as catch basins, connector pipes, etc..

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

FINANCIAL:

The District is funding all design, construction and direct rights of way acquisition costs. Sufficient funding is available in the District's Zone 1 budget for FY 2011-2012 and will be included in the proposed budget in future years. Future operations and maintenance costs will accrue to the District.

CLC:bjj
P8/142341

COOPERATIVE AGREEMENT

Southwest Riverside MDP Line G Stage 2, Line G-1, and Line F-1
Project Nos. 1-0-00319-02, 1-0-00321 and 1-0-00322

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

RECITALS

A. CITY has budgeted for and plans to design and construct Southwest
Riverside MDP Line G Stage 2, Line G-1, and Line F-1. These facilities will provide improved
drainage and flood control in the Arlington area of the City of Riverside; and

B. Line G Stage 2 consists of an underground storm drain to be constructed in
Myers Street from Victoria Avenue northerly to outlet into the previously constructed Stage 1
facility at Lincoln Avenue. Lines G-1 and F-1 consist of underground storm drains to be
constructed in Victoria Avenue and extending from Myers Street to Van Buren Boulevard and
Harrison Street, respectively. All three proposed facilities are shown in concept and highlighted
in yellow on Exhibit "A" attached hereto and made a part hereof; and

C. Associated with the construction of these facilities is the construction of
mainline storm drains greater than thirty-six inches (36") in diameter, hereinafter called
"DISTRICT FACILITIES"; and

D. Also associated with the construction of these facilities 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".
DISTRICT FACILITIES and APPURTENANCES are hereinafter altogether called
"PROJECT"; and

1 E. CITY desires that DISTRICT contribute funding for the design and
2 construction of PROJECT; and

3 F. DISTRICT wishes to support CITY'S efforts to construct PROJECT by
4 providing a financial contribution towards PROJECT'S design and construction along with the
5 associated administrative and right-of-way acquisition costs as set forth herein; and

6 G. DISTRICT'S contributions shall be as follows:

7 (i) One hundred percent (100%) of the design proposal cost, plus an
8 additional twenty percent (20%) to offset CITY'S administrative costs associated with the
9 preparation of the necessary plans and specifications to construct PROJECT (hereinafter called
10 "DESIGN CONTRIBUTION");
11

12 (ii) One hundred percent (100%) of the lowest bid contract price, plus an
13 additional ten percent (10%) to offset CITY'S administrative cost associated with administering
14 the construction contract and any construction contract change orders (hereinafter called
15 "CONSTRUCTION CONTRIBUTION");
16

17 (iii) One hundred percent (100%) of the actual right of way acquisition cost
18 as set forth herein (hereinafter called "ACQUISITION CONTRIBUTION"); and

19 H. Altogether, DESIGN CONTRIBUTION, CONSTRUCTION
20 CONTRIBUTION and ACQUISITION CONTRIBUTION are hereinafter called "DISTRICT
21 TOTAL CONTRIBUTION". DISTRICT TOTAL CONTRIBUTION shall not exceed a total
22 sum of two million nine hundred sixteen thousand dollars (\$2,916,000); and
23

24 I. The purpose of this Agreement is to memorialize the mutual understandings
25 by and between DISTRICT and CITY with respect to design, construction, inspection,
26 ownership, operation and maintenance, and funding of PROJECT.
27
28

1 NOW, THEREFORE, in consideration of the preceding recitals and the mutual
2 covenants hereinafter contained, the parties hereto mutually agree as follows:

3 SECTION I

4 CITY shall:

5 1. Endeavor to award contract and begin construction of PROJECT within
6 eighteen (18) months of execution of this Agreement.

7 2. Prepare or cause to be prepared, engineering drawings and specifications,
8 hereinafter called "IMPROVEMENT PLANS", in accordance with DISTRICT and CITY
9 standards, and submit to DISTRICT for its review and approval prior to advertising for bids to
10 construct PROJECT.
11

12 3. Pursuant to the California Environmental Quality Act (CEQA), act as Lead
13 Agency and assume responsibility for preparation, circulation and adoption of all necessary and
14 appropriate CEQA documents pertaining to the construction, operation and maintenance of
15 PROJECT.
16

17 4. Prior to entering into a contract for PROJECT design, provide DISTRICT
18 an opportunity to review and approve the PROJECT engineering design and cost proposal.

19 5. Keep an accurate accounting of all design costs associated with the
20 preparation of plans and specifications for PROJECT, in conformance with DISTRICT
21 approved CITY'S engineering design and cost proposal as set forth in Section I.4, and include
22 this accounting when invoicing DISTRICT for final payment of DESIGN CONTRIBUTION as
23 set forth in Section I.7.
24

25 6. Invoice DISTRICT for fifty percent (50%) of DESIGN CONTRIBUTION
26 upon execution of this Agreement or upon CITY'S execution of a design contract with its design
27 consultant, whichever is later.
28

1 7. Invoice DISTRICT for remainder of DESIGN CONTRIBUTION following
2 signing of IMPROVEMENT PLANS by all parties, provided, however, that the total amount
3 invoiced to DISTRICT shall not exceed one hundred and twenty percent (120%) of DISTRICT
4 approved engineering design and cost proposal as set forth in Section I.4.

5 8. Obtain all necessary rights of way, rights of entry and temporary
6 construction easements necessary to construct, operate and maintain PROJECT.

7 9. Keep an accurate accounting of all costs associated with the acquisition of
8 rights of way, rights of entry and temporary construction easements for PROJECT, and include
9 this accounting when invoicing DISTRICT for payment of ACQUISITION CONTRIBUTION
10 as provided herein.

11 10. Invoice DISTRICT for the costs incurred by CITY for acquisition of rights
12 of way, rights of entry and temporary construction easements following award of construction
13 contract for PROJECT. However, the total amount of acquisition cost invoiced to DISTRICT
14 for ACQUISITION CONTRIBUTION of rights of way, rights of entry and temporary
15 construction easements shall not exceed one hundred percent (100%) of the appraised values for
16 all acquired parcels plus customary escrow and closing costs.

17 11. Obtain at its sole cost and expense, all necessary permits, approvals or
18 agreements required by any Federal, State and local resource or regulatory agencies pertaining
19 to the construction, operation and maintenance of PROJECT. Such documents, hereinafter
20 called "REGULATORY PERMITS", may include, but are not limited to, a Section 404 permit
21 issued by USACOE, a Section 401 Water Quality Certification issued by the California
22 Regional Water Quality Control Board (CRWQCB), a Section 1602 Streambed Alteration
23 Agreement issued by the California Department of Fish and Game and National Pollutant
24
25
26
27
28

1 Discharge Elimination System Permit issued by the State Water Resources Control Board or
2 CRWQCB.

3 12. Prior to advertising PROJECT for construction, provide DISTRICT an
4 opportunity to review and approve all REGULATORY PERMITS and rights of way documents.
5 DISTRICT approval of any such document(s) may be withheld when, in the sole judgment of
6 DISTRICT'S General Manager – Chief Engineer, the said document(s) unreasonably constrains,
7 inhibits or impairs DISTRICT'S ability to operate and maintain DISTRICT FACILITIES.

8 13. Prior to advertising PROJECT for construction, furnish DISTRICT with
9 final mylar IMPROVEMENT PLANS and, upon receipt of DISTRICT'S payment of DESIGN
10 CONTRIBUTION as set forth in Sections I.6 and I.7, assign ownership of IMPROVEMENT
11 PLANS to DISTRICT.

12 14. Prior to awarding a public works construction contract for PROJECT,
13 provide DISTRICT seven (7) calendar days following construction bid opening to review and
14 approve or reject bids for construction of PROJECT. DISTRICT may only reject bids found by
15 DISTRICT to be either (i) unreasonably high, or (ii) unbalanced such that the burden of the
16 overall construction cost is unduly shifted upon construction of PROJECT. DISTRICT shall not
17 unreasonably withhold approval of contract.

18 15. Advertise, award and administer a public works construction contract for
19 PROJECT at its sole cost and expense.

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

22 17. Invoice DISTRICT for CONSTRUCTION CONTRIBUTION, at the time
23 of providing written notice to DISTRICT of the award of a construction contract, as set forth in
24
25
26
27
28

1 Section I.16, for one hundred and ten percent (110%) of the lowest bid contract price for
2 PROJECT.

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

8 19. Construct PROJECT pursuant to a CITY administered construction
9 contract, in accordance with IMPROVEMENT PLANS approved by DISTRICT and CITY, and
10 pay all costs associated therewith.

11 20. Inspect construction of PROJECT.

12 21. Furnish, or cause its construction manager to furnish, all construction
13 survey and materials testing services necessary to ensure PROJECT construction is
14 accomplished in accordance with the approved plans and specifications.

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

18 23. Not permit any change to or modification of the DISTRICT approved
19 IMPROVEMENT PLANS that would result in a change of functionality or maintainability of
20 PROJECT without the prior written permission and consent of DISTRICT. Failure to do so
21 shall be deemed a material breach of this Agreement and shall authorize and constitute authority
22 for DISTRICT, at its sole discretion, to provide written notice to CITY that DISTRICT is unable
23 to 1) perform its obligations hereunder, and or 2) to accept responsibility for ownership,
24
25
26
27
28

1 operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said
2 breach of this Agreement.

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

23
24 Prior to CITY issuing a Notice to Proceed to its construction contractor(s) to
25 begin construction of PROJECT, an original certificate of insurance evidencing the required
26 insurance coverage shall be provided to DISTRICT.
27
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(s) to furnish DISTRICT (Attention:
5 Contract Administration Section) with a confined space 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 twenty (20) days prior to requesting that DISTRICT perform a final
10 inspection for acceptance of PROJECT. The procedure shall be reviewed and approved by
11 DISTRICT prior to conducting the final inspection.

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 DISTRICT FACILITIES as set forth herein. Further, it is
16 mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership and
17 responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT
18 FACILITIES shall be in a satisfactorily maintained condition as solely determined by
19 DISTRICT.

21 28. Within two (2) weeks of completing PROJECT construction, provide
22 DISTRICT with written notice (Attention: Contract Administration Section) that PROJECT
23 construction is substantially complete and requesting that DISTRICT conduct a final inspection
24 of DISTRICT FACILITIES.

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

28

1 30. Upon completion of PROJECT construction but prior to DISTRICT'S
2 acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide
3 DISTRICT with appropriate engineering documentation necessary to establish that DISTRICT
4 FACILITIES was constructed in accordance with the DISTRICT approved IMPROVEMENT
5 PLANS.

6 31. Upon completion of construction of PROJECT, but prior to DISTRICT'S
7 acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, CITY'S civil
8 engineer of record or construction civil engineer of record duly registered in the State of
9 California, shall provide DISTRICT with redlined "record drawing" plans for IMPROVEMENT
10 PLANS. After DISTRICT approval of the redlined "record drawing", CITY'S engineer shall
11 schedule with DISTRICT a time to transfer the redlined changes into DISTRICT'S original
12 mylars at DISTRICT'S office, after which the engineer shall review, stamp and sign mylars
13 "RECORD DRAWING".
14

15 32. Keep an accurate accounting of all PROJECT construction costs and
16 provide DISTRICT with a final accounting of construction costs for DISTRICT approved
17 IMPROVEMENT PLANS.
18

19 33. Refund to DISTRICT, prior to DISTRICT acceptance of DISTRICT
20 FACILITIES for operation and maintenance, any unexpended portions of DESIGN
21 CONTRIBUTION, CONSTRUCTION CONTRIBUTION or ACQUISITION
22 CONTRIBUTION as set forth herein.
23

24 34. Upon DISTRICT acceptance of DISTRICT FACILITIES for ownership,
25 operation and maintenance, convey, or cause to be conveyed, to DISTRICT all rights of way
26 and easements deemed necessary by DISTRICT for the operation and maintenance of
27 DISTRICT FACILITIES.
28

1 35. Upon DISTRICT acceptance of PROJECT construction as being complete,
 2 accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located
 3 within CITY rights of way which must be performed at such time(s) that the finished grade
 4 along and above the underground portions of PROJECT are improved, repaired, replaced or
 5 changed. It being further understood and agreed that any such adjustments shall be performed at
 6 no cost to DISTRICT.

7
SECTION II
 8

DISTRICT shall:

- 9
- 10 1. Review and approve CITY'S PROJECT engineering design and cost
 11 proposal prior to CITY'S execution of a PROJECT design contract.
 - 12 2. Pay CITY, within thirty (30) days after receipt of CITY'S appropriate
 13 invoice, for fifty percent (50%) of DESIGN CONTRIBUTION as set forth in Sections I.5 and
 14 I.6.
 - 15 3. Act as a Responsible Agency under CEQA, taking all necessary and
 16 appropriate action to comply with CEQA.
 - 17 4. Review and approve all necessary REGULATORY PERMITS and rights of
 18 way documents prior to CITY advertising PROJECT for bids. DISTRICT may withhold
 19 approval of any such document(s) when, in the sole judgment of DISTRICT'S General Manager
 20 – Chief Engineer, the said document(s) unreasonably constrains, inhibits or impairs
 21 DISTRICT'S ability to operate and maintain DISTRICT FACILITIES.
 - 22 5. Review and approve IMPROVEMENT PLANS prior to CITY'S
 23 advertising of construction contract.
 - 24 6. Within seven (7) days following City's construction bid opening, review
 25 and approve or reject bids for construction of PROJECT. DISTRICT may only reject bids
 26
 27
 28

1 found by DISTRICT to be either (i) unreasonably high, or (ii) unbalanced such that the burden
2 of the overall construction cost is unduly shifted upon construction of PROJECT. DISTRICT
3 shall not unreasonably withhold approval of contract.

4 7. Pay CITY, within thirty (30) days after receipt of CITY'S appropriate
5 invoice, for remainder of DESIGN CONTRIBUTION as set forth in Sections I.5 and I.7.

6 8. Pay CITY, within thirty (30) days after receipt of CITY'S appropriate
7 invoice, one hundred percent (100%) of CONSTRUCTION CONTRIBUTION as set forth in
8 Section I.17.

9 9. Pay CITY, within thirty (30) days after receipt of CITY'S appropriate
10 invoice, one hundred percent (100%) of ACQUISITION CONTRIBUTION as set forth in
11 Sections I.9 and I.10.

12 10. Conduct periodic inspections of DISTRICT FACILITIES construction for
13 quality control purposes at its sole cost and provide any comments to CITY'S designated
14 PROJECT construction inspector.

15 11. Upon receipt of CITY'S written notice that PROJECT construction is
16 substantially complete, conduct a final inspection of DISTRICT FACILITIES.

17 12. Accept sole responsibility for ownership, operation and maintenance of
18 DISTRICT FACILITIES upon (i) receipt of CITY'S written Notice of Completion as set forth in
19 Section I.29, (ii) receipt of appropriate engineering documentation as set forth in Section I.30,
20 (iii) receipt of RECORD DRAWING construction drawings as set forth in Section I.31, and (iv)
21 receipt of rights of way and easements as set forth in Section I.34.
22
23
24
25
26
27
28

SECTION III

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

It is further mutually agreed:

1. DISTRICT TOTAL CONTRIBUTION shall not exceed a total sum of two million nine hundred sixteen thousand dollars (\$2,916,000) and 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 DISTRICT FACILITIES but shall provide any comments to CITY personnel who shall be solely responsible for all communications with CITY'S construction contractor(s).

4. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, in the sole discretion of DISTRICT, DISTRICT FACILITIES is not in an acceptable condition, corrections will be made at sole expense of CITY.

5. CITY shall indemnify, defend, save and hold harmless DISTRICT and County of Riverside (including their 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

1 this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c)
2 payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

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

13 7. In the event of any arbitration, action or suit brought by either CITY or
14 DISTRICT against the other party by reason of any breach on the part of the other party of any
15 of the covenants and agreements set forth in this Agreement, or any other dispute between the
16 DISTRICT and CITY concerning this Agreement, the prevailing party in any such action or
17 dispute, by a final judgment or arbitration award, shall be entitled to have and recover from the
18 other party all costs and expenses or claims, including but not limited to, attorney's fees and
19 expert witness fees. This section shall survive any termination of this Agreement.
20

21 8. This Agreement is made and entered into for the sole protection and benefit
22 of the parties hereto. No other person or entity shall have any right or action based upon the
23 provisions of this Agreement.
24

25 9. DISTRICT and CITY each pledge to cooperate in regard to the operation
26 and maintenance of their respective facilities as set forth herein and to discharge their respective
27
28

1 maintenance responsibilities in an expeditious fashion so as to avoid the creation of any
2 nuisance condition or undue maintenance impact upon the others' facilities.

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

5 RIVERSIDE COUNTY FLOOD CONTROL
6 AND WATER CONSERVATION DISTRICT
7 1995 Market Street
8 Riverside, CA 92501
9 Attn: Contract Administration Section

CITY OF RIVERSIDE
3900 Main Street
Riverside, CA 92522
Attn: Tom Boyd

10 11. If any provision in this Agreement is held by a court of competent
11 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
12 continue in full force without being impaired or invalidated in any way.

13 12. This agreement is to be construed in accordance with the laws of the State
14 of California.

15 13. Neither CITY nor DISTRICT shall assign this Agreement without the
16 written consent of the other party.

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

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

1 16. Any waiver by DISTRICT or CITY or any breach by any other party of any
 2 provision of this Agreement shall not be construed to be a waiver of any subsequent or other
 3 breach of the same or any other provision hereof. Failure on the part of DISTRICT or CITY to
 4 require from any other party exact, full and complete compliance with any of the provisions of
 5 this Agreement shall not be construed as in any manner changing the terms hereof, or stopping
 6 DISTRICT or CITY from enforcing this Agreement.

7 17. Time is of the essence in prosecuting the work contemplated under this
 8 Agreement. At any time during the term of this Agreement, DISTRICT may terminate this
 9 Agreement for cause, including but not limited to CITY'S failure to prosecute the work in a
 10 timely manner, upon providing CITY thirty (30) days written notice stating the extent and
 11 effective date of termination.
 12

13 18. The obligation(s) of DISTRICT are limited by and contingent upon the
 14 availability of DISTRICT funds for DISTRICT'S financial contribution towards the PROJECT
 15 as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT
 16 shall immediately notify CITY in writing.
 17

18 19. This Agreement is intended by the parties hereto as a final expression of
 19 their understanding with respect to the subject matter hereof and as a complete and exclusive
 20 statement of the terms and conditions thereof and supersedes any and all prior and
 21 contemporaneous agreements and understandings, oral and written, in connection therewith.
 22 This Agreement may be changed or modified only upon the written consent of the parties
 23 hereto.
 24

25 //

26 //

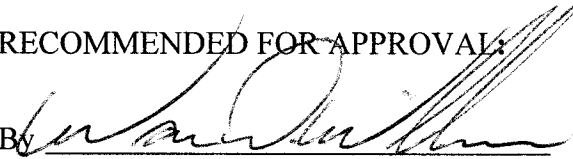
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

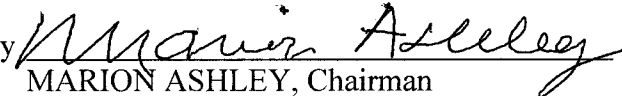
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(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

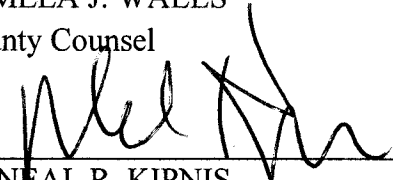
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors


APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

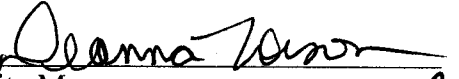
By 
Deputy

(SEAL)

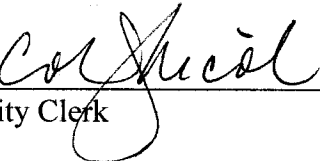
Cooperative Agreement: City of Riverside
Southwest Riverside MDP, Line G-Stage 2, Line G-1, and Line F-1
11/17/2011
CLC:blj

11.1 MAR 13 2012


1 **CITY OF RIVERSIDE, a California charter**
2 **City and municipal corporation**

3 By 
4 City Manager *a*

5 ATTEST:

6
7 By 
8 City Clerk

9 APPROVED AS TO FORM:

10 By 
11 Deputy City Attorney

12 (SEAL)
13
14
15
16
17
18
19
20
21
22
23
24

25 Cooperative Agreement: City of Riverside
26 Southwest Riverside MDP Line G-Stage 2, Line G-1 and Line F-1
27 11/17/2011
28 CLC:blj

Exhibit A



Cooperative Agreement
Southwest Riverside MDP Line G Stage 2, Line G-1, Line F-1
Project Numbers: 1-0-00319, 1-0-00321, & 1-0-00322