

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



ITEM  
11.1  
(ID # 6018)

MEETING DATE:  
Tuesday, May 8, 2018

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Norco for North Norco Channel - Line NB, Stage 3; Project No. 2-0-00145-03, District 2. [Total Estimated Project Cost: \$2,446,006 - District Zone 2 Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District) and the City of Norco (City);
2. Authorize the Chairman to execute the Cooperative Agreement documents on behalf of the District; and
3. Direct the Clerk of the Board to return two (2) copies of the executed Cooperative Agreement to the District.

Prev. Agn. Ref.: MT#4999 11.2 of 12/05/17  
MT#4994 11.1 of 09/26/17

ACTION: Policy

Handwritten signature of Jason Uhley.

Jason Uhley

4/26/2018

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: May 8, 2018  
xc: Flood

Kecia Harper-Ihem  
Clerk of the Board  
By Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 130,000	\$ 1,551,152	\$ 2,446,006	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 25120-947420-548200 Zone 2 Construction (Infrastructure) – 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 17/18 – 19/20	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

This Cooperative Agreement sets forth the terms and conditions by which the District will design and construct certain flood control facilities within the Norco Master Drainage Plan. The Cooperative Agreement is necessary for the City to grant the District the necessary rights to access, construct, operate and maintain the project within City rights of way. Additionally, the City will reimburse the District for the relocation of a certain interfering portion of the City's existing 12-inch waterline; said waterline relocation will be included as a part of the District's public works construction contract for the project.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain facilities. The City will assume (i) ownership and responsibility for the operation and maintenance of the project's curb and gutter, catch basins, inlets, drainage swales, laterals, connector pipes and storm drains that are thirty-six inches (36") or less in diameter; and (ii) the operation and maintenance of the relocated 12-inch waterline.

An Initial Study/Mitigated Negative Declaration was prepared by the District and adopted for the project by the Board of Supervisors on December 5, 2017 (Agenda Item No. 11.2). No further environmental review is warranted for the project at this time.

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

**Prev. Agn. Ref.:** MT#4999 11.2 of 12/05/17  
MT#4994 11.1 of 09/26/17

**Impact on Residents and Businesses**

This project is funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion, this project will (i) provide an outlet for adjacent development; (ii) provide immediate flood relief for adjacent areas; and (iii) improve traffic safety during periods of flooding.

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

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The District is funding all design, construction and construction inspection costs for the project, which is estimated to cost \$2,446,006. The City will pay for all necessary relocations of City-owned utilities, including reimbursing the District for all construction costs related to the waterline relocation. Sufficient funding is available in the District's Zone 2 budget for FY 2017-18 and will be included in the proposed budget in future years as appropriate. Future operations and maintenance costs associated with the mainline storm drain will accrue to the District.


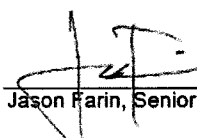
Project Funding Summary

\$ 130,000	Fiscal Year 17/18 Estimated Project Cost
\$1,551,152	Fiscal Year 18/19 Estimated Project Cost
<u>\$ 764,854</u>	<u>Fiscal Year 19/20 Estimated Project Cost</u>
\$2,446,006	Total Estimated Project Cost

**ATTACHMENTS:**

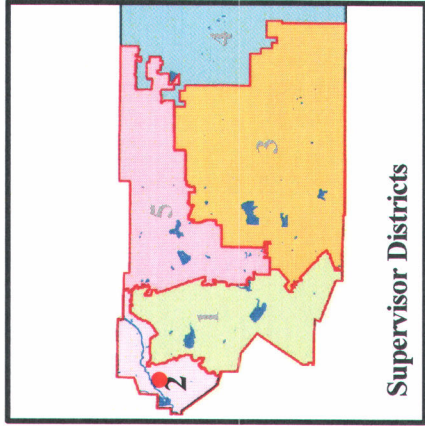
1. Vicinity Map
2. Cooperative Agreement

RKM:blm  
P8/217937

  
\_\_\_\_\_  
Jeanine Rey, Finance Director      4/23/2018            Jason Farin, Senior Management Analyst      4/30/2018

  
\_\_\_\_\_  
Gregory Priamos, Director County Counsel      4/27/2018





**LEGEND:**

- Project Vicinity
- Existing District Facilities
- Supervisorial District

**DESCRIPTION:**

North Norco Channel - Line NB,  
 Stage 3  
 Project No. 2-0-00145-03





1 COOPERATIVE AGREEMENT  
2 North Norco Channel - Line NB, Stage 3  
3 Project No. 2-0-00145-03

4 The Riverside County Flood Control and Water Conservation District, a body  
5 politic, ("DISTRICT") and the City of Norco, a municipal corporation, ("CITY"), hereby agree  
6 as follows:

7 RECITALS

8 A. DISTRICT has budgeted for and plans to design and construct North Norco  
9 Channel - Line NB, Stage 3 ("LINE NB STAGE 3"), which is identified in DISTRICT's Norco  
10 Master Drainage Plan, to provide necessary flood control and drainage improvements for the  
11 immediate adjacent areas within the city of Norco; and

12 B. LINE NB STAGE 3, shown on District Drawing No. 2-0471, is located  
13 within DISTRICT or public rights of way, including DISTRICT's existing right of way identified  
14 as DISTRICT's Parcel Numbers 2145-2A, 2145-2B, 2145-2C, 2145-3, 2145-4 and 2145-5B; and

15 C. LINE NB STAGE 3, as shown in concept in red on Exhibit "A", attached  
16 hereto and made a part hereof, consists of replacing approximately 1,750 lineal feet of the existing  
17 interim channel with (i) approximately 200 lineal feet of reinforced concrete box, (ii)  
18 approximately 370 lineal feet of concrete lined rectangular channel, and (iii) approximately 1,180  
19 lineal feet of trapezoidal channel. At its upstream terminus, LINE NB STAGE 3 connects to  
20 DISTRICT's existing North Norco Channel – Line NB, as shown on District Drawing No. 2-0139.  
21 At its downstream terminus, LINE NB STAGE 3 connects to the DISTRICT's existing North  
22 Norco Channel, as shown on District Drawing No. 2-0269; and

23 D. Associated with the construction of LINE NB STAGE 3 is the construction  
24 of various curb and gutter, catch basins, inlets, drainage swales, laterals, connector pipes and  
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MAY 08 2018 11.1

1 storm drains that are thirty-six inches (36") or less in diameter ("APPURTENANCES") as  
2 depicted on Drawing No. 2-0471.

3 E. Together LINE NB STAGE 3 and APPURTENANCES are hereinafter  
4 together called "PROJECT"; and  
5

6 F. Within the project footprint, CITY owns, operates and maintains a certain  
7 12-inch waterline located within public rights of way ("CITY WATERLINE"). DISTRICT has  
8 determined that a portion of CITY WATERLINE is in conflict with the construction of LINE NB  
9 STAGE 3; therefore, the interfering and affected portion of CITY WATERLINE must be  
10 relocated, as depicted on DISTRICT Drawing No. 2-0471; and  
11

12 G. CITY is willing to prepare the necessary construction plans and  
13 specifications to relocate CITY WATERLINE ("WATERLINE RELOCATION PLAN"). CITY  
14 desires DISTRICT to include WATERLINE RELOCATION PLAN as part of its public works  
15 construction contract for PROJECT; and

16 H. DISTRICT is willing to include WATERLINE RELOCATION PLAN into  
17 its public works construction contract for PROJECT provided that CITY reimburses DISTRICT  
18 for the actual cost of constructing CITY WATERLINE relocation as set forth herein; and  
19

20 I. DISTRICT is willing to (i) prepare plans and specifications for PROJECT in  
21 accordance with applicable DISTRICT and CITY standards, (ii) incorporate WATERLINE  
22 RELOCATION PLAN as part of its public works construction contract for PROJECT, (iii)  
23 advertise, award and administer a public works construction contract for PROJECT, and (iv)  
24 inspect the construction of PROJECT; and

25 J. CITY is willing to (i) prepare WATERLINE RELOCATION PLAN at  
26 CITY's sole cost and expense, (ii) review and approve plans and specifications for PROJECT,  
27 (iii) grant DISTRICT the right to construct PROJECT within CITY rights of way, (iv) inspect  
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1 construction of PROJECT and CITY WATERLINE relocation, (v) reimburse DISTRICT for all  
2 construction costs related to WATERLINE RELOCATION PLAN, including change orders, and  
3 (vi) upon completion of PROJECT construction, assume ownership and responsibility for the  
4 operation and maintenance of APPURTENANCES and CITY WATERLINE; and  
5

6 K. DISTRICT and CITY acknowledge it is in the best interest of the public to  
7 proceed with the construction of PROJECT at the earliest possible date; and

8 L. The purpose of this Agreement is to memorialize the mutual  
9 understandings by and between DISTRICT and CITY with respect to design, construction,  
10 inspection, ownership, operation, and maintenance of PROJECT.

11 NOW, THEREFORE, in consideration of the preceding recitals and the mutual  
12 covenants hereinafter contained, the parties hereto mutually agree as follows:  
13

14 SECTION I

15 DISTRICT shall:

16 1. Pursuant to the California Environmental Quality Act (CEQA), act as the  
17 Lead Agency and assume responsibility for the preparation, circulation, and adoption of all  
18 necessary and appropriate CEQA documents pertaining to the construction, operation, and  
19 maintenance of PROJECT.  
20

21 2. Prepare, at its sole cost and expense, construction plans and specification  
22 documents for PROJECT ("IMPROVEMENT PLANS"), in accordance with applicable  
23 DISTRICT and CITY standards.

24 3. Include CITY prepared and approved WATERLINE RELOCATION PLAN  
25 as a part of its public works construction contract for PROJECT.

26 4. Obtain, at its sole cost and expense, all necessary rights of way, rights of  
27 entry and temporary construction easements necessary to construct, inspect, operate and maintain  
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1 PROJECT.

2           5. Secure, at its sole cost and expense, all necessary permits, approvals, licenses  
3 or agreements required by any federal, state or local resource or regulatory agencies pertaining to  
4 the construction, operation and maintenance of PROJECT.

5           6. Prior to advertising PROJECT for public works construction contract bids,  
6 submit IMPROVEMENT PLANS to CITY for its review and approval, as appropriate.

7           7. Advertise, award and administer a public works construction contract for  
8 PROJECT, including WATERLINE RELOCATION PLAN.

9           8. Provide CITY with written notice that DISTRICT has awarded a public  
10 works construction contract for PROJECT.

11           9. Within thirty (30) days of awarding PROJECT construction contract, pay the  
12 Western Riverside County Regional Conservation Agency the costs associated with the Multiple  
13 Species Habitat Conservation Plan, which is either the lesser of three percent (3%) of the lowest  
14 bid price or three percent (3%) of the contract bid price, less the value of the applicable project  
15 specific mitigation.

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

19           11. Furnish CITY, at the time of providing written notice for the pre-  
20 construction meeting as set forth in Section I.10., with a construction schedule which shall show  
21 the order and dates in which DISTRICT or DISTRICT's contractor proposes to carry out the  
22 various parts of work, including estimated start and completion dates.

23           12. Notify CITY in writing at least fourteen (14) days prior to the start of  
24 construction of CITY WATERLINE relocation.

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1           13. Not permit any change to, or modification of, CITY and DISTRICT  
2 approved WATERLINE RELOCATION PLAN without the prior written permission and consent  
3 of CITY.

4           14. Grant CITY, by execution of this Cooperative Agreement, the right to enter  
5 upon DISTRICT's property where necessary and convenient for the purpose of gaining access to,  
6 and performing inspection service for the construction of PROJECT as set forth herein.

7           15. Construct, or cause to be constructed, PROJECT pursuant to a DISTRICT  
8 administered public works construction contract, in accordance with DISTRICT and CITY  
9 approved IMPROVEMENT PLANS and relocation of CITY WATERLINE in accordance with  
10 DISTRICT and CITY approved WATERLINE RELOCATION PLAN.

11           16. Keep an accurate accounting of all CITY WATERLINE relocation  
12 construction costs and include the final accounting when invoicing CITY. The final accounting  
13 of construction costs shall include a detailed breakdown of all costs, including but not limited to  
14 the Contractor's actual bid amounts for WATERLINE RELOCATION PLAN, payment vouchers,  
15 CITY approved change orders and other such construction contract documents as may be  
16 necessary, to establish the actual construction costs related to WATERLINE RELOCATION  
17 PLAN, including change orders.

18           17. Inspect, or cause to be inspected, construction of PROJECT.

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

22           19. Require its construction contractor(s) to include CITY as an additional  
23 insured under the liability insurance coverage for PROJECT and CITY WATERLINE relocation,  
24 and also require its construction contractor(s) to include CITY as a third party beneficiary of any  
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1 and all warranties of the contractor's work with regard to APPURTENANCES and WATERLINE  
2 RELOCATION PLAN.

3           20. Accept ownership and sole responsibility for the operation and maintenance  
4 of PROJECT until such time as CITY accepts ownership and responsibility for operation and  
5 maintenance of APPURTENANCES.  
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7           21. Within two (2) weeks of completing PROJECT construction, provide CITY  
8 with written notice that PROJECT construction is substantially complete and requesting that (i)  
9 CITY conduct a final inspection of APPURTENANCES and subsequently assume ownership and  
10 responsibility for operation and maintenance of APPURTENANCES, and (ii) CITY also conduct  
11 a final inspection of CITY WATERLINE relocation and subsequently accept the relocated CITY  
12 WATERLINE as operational.  
13

14           22. Upon DISTRICT's acceptance of PROJECT construction as complete,  
15 provide CITY with a copy of DISTRICT's Notice of Completion.

16           23. Upon DISTRICT's acceptance of PROJECT construction as complete,  
17 provide CITY with (i) a reproducible duplicate set of "record drawings" of PROJECT plans, and  
18 (ii) a reproducible copy of "record drawings" of WATERLINE RELOCATION PLAN.  
19

20           24. Upon DISTRICT's acceptance of PROJECT construction as complete,  
21 quitclaim to CITY all right, title, and interest in the right of way shown in concept in blue on  
22 Exhibit "B", attached hereto and made a part hereof.

23           25. Within sixty (60) days after DISTRICT's acceptance of PROJECT as being  
24 complete, submit an invoice to CITY in an amount equal to one hundred percent (100%) of the  
25 actual construction costs related to WATERLINE RELOCATION PLAN, including change  
26 orders.  
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28           26. Ensure that all work performed pursuant to this Agreement by DISTRICT,

1 its agents or contractors is done in accordance with all applicable laws and regulations, including  
2 but not limited to all applicable provisions of the Labor Code, Business and Professions Code,  
3 and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance  
4 with applicable laws and regulations.  
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6 SECTION II

7 CITY shall:

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

10 2. At its sole cost and expense, prepare, or cause to be prepared, professionally  
11 engineered, signed, and stamped WATERLINE RELOCATION PLAN in accordance with all  
12 applicable CITY standards. WATERLINE RELOCATION PLAN shall be prepared in a manner  
13 to facilitate integration into DISTRICT's IMPROVEMENT PLANS.  
14

15 3. Submit WATERLINE RELOCATION PLAN to DISTRICT for review and  
16 approval, as appropriate.

17 4. Review and approve, as appropriate, IMPROVEMENT PLANS prior to  
18 DISTRICT's advertising PROJECT for construction bids.

19 5. Grant DISTRICT, by execution of this Agreement, all rights necessary to  
20 construct, inspect, operate and maintain PROJECT within CITY rights of way or easements.  
21

22 6. Issue, at no cost to DISTRICT or DISTRICT's contractor, the necessary  
23 encroachment permit(s) required to construct PROJECT and CITY WATERLINE relocation  
24 within CITY rights of way.

25 7. Upon receipt of DISTRICT's written notice of PROJECT award as set forth  
26 in Section I.8., order the relocation of all utilities within CITY rights of way which conflict with  
27 the construction of PROJECT and which must be relocated at the utility owner's expense prior to  
28

1 the start of PROJECT construction.

2           8. Unless otherwise provided herein, upon receipt of DISTRICT's written  
3 notice of PROJECT award as set forth in Section I.8., relocate or cause to be relocated all CITY  
4 owned utilities which are in conflict with the construction of PROJECT and which must be  
5 relocated at CITY's expense prior to the start of PROJECT construction.  
6

7           9. Upon receipt of DISTRICT's written notice of PROJECT award as set forth  
8 in Section I.8., isolate, or cause to be isolated, CITY WATERLINE which is in conflict with the  
9 construction of PROJECT and which must be isolated prior to the start of PROJECT construction.

10           10. Designate a construction inspector ("CITY INSPECTOR") who will be  
11 responsible for inspecting construction of CITY WATERLINE relocation to ensure compliance  
12 with WATERLINE RELOCATION PLAN.  
13

14           11. Review any change order request(s) pertaining to WATERLINE  
15 RELOCATION PLAN and provide DISTRICT with a response to the change order request within  
16 one (1) business day. In the event that CITY does not reject such change order(s) within one (1)  
17 business day, then CITY shall be deemed to have agreed to have such change order(s) performed  
18 at its sole cost and expense.

19           12. Inspect the construction of APPURTENANCES and relocation of CITY  
20 WATERLINE for quality control purposes at its sole cost, and provide any comments to  
21 DISTRICT personnel who shall be solely responsible for all quality control communications with  
22 DISTRICT's contractor(s) during the construction of PROJECT.  
23

24           13. Upon receipt of DISTRICT's written notice that PROJECT construction is  
25 substantially complete as set forth in Section I.21, conduct a final inspection of  
26 APPURTENANCES and CITY WATERLINE relocation.  
27

28           14. Upon its determination that the relocation of CITY WATERLINE is

1 satisfactorily completed, provide DISTRICT with a written Notice of Final Acceptance and,  
2 thereupon, assume ownership and sole responsibility for operation and maintenance of the  
3 relocated CITY WATERLINE.

4  
5 15. Pay DISTRICT, within 30 days of receipt of DISTRICT's appropriate  
6 invoice(s), for the actual construction costs related to the WATERLINE RELOCATION PLAN,  
7 including change orders, as set forth in Section I.25.

8 16. Accept ownership and sole responsibility for the operation and maintenance  
9 of APPURTENANCES upon (i) receipt of DISTRICT's Notice of Completion as set forth in  
10 Section I.22 and (ii) receipt of a reproducible duplicate set of "record drawings" of PROJECT  
11 plans and WATERLINE RELOCATION PLAN as set forth in Section I.23.

12  
13 17. Upon DISTRICT acceptance of PROJECT construction as being complete,  
14 accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located  
15 within CITY rights of way and jurisdiction 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 SECTION III

21 It is further mutually agreed:

22 1. CITY WATERLINE shall, at all times, remain sole ownership and exclusive  
23 responsibility of CITY. Nothing herein shall be construed as creating any obligation or  
24 responsibility on the part of DISTRICT to operate, maintain or warranty the relocated CITY  
25 WATERLINE.



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

4           3.    Except as otherwise provided herein, DISTRICT shall not be responsible for  
5 any additional street repairs or improvements not shown in IMPROVEMENT PLANS or  
6 WATERLINE RELOCATION PLAN and not as a result of PROJECT construction.

7           4.    DISTRICT and CITY each pledge to cooperate in regard to the operation and  
8 maintenance of their respective facilities as set forth herein and to discharge their respective  
9 maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance  
10 condition or undue maintenance impact upon the others' facilities.

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

20           6.    CITY shall indemnify, defend, save and hold harmless DISTRICT and the  
21 County of Riverside (including its agencies, districts, special districts and departments, their  
22 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,  
23 agents, representatives, independent contractors, and subcontractors) from any liabilities, claim,  
24 damage, proceeding or action, present or future, based upon, arising out of or in any way relating  
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1 to CITY's (including its officers, elected and appointed officials, employees, agents,  
2 representatives, independent contractors, and subcontractors) actual or alleged acts or omissions  
3 related to this Agreement, performance under this Agreement, or failure to comply with the  
4 requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily  
5 injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature  
6 whatsoever.  
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8           7. Any waiver by DISTRICT or by CITY of any breach of any one or more of  
9 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other  
10 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to  
11 require exact, full and complete compliance with any terms of this Agreement shall not be  
12 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from  
13 enforcement hereof.  
14

15           8. This Agreement is to be construed in accordance with the laws of the State  
16 of California.

17           9. Any and all notices sent or required to be sent to the parties of this Agreement  
18 will be mailed by first class mail, postage prepaid, to the following addresses:  
19

20 RIVERSIDE COUNTY FLOOD CONTROL	CITY OF NORCO
21 AND WATER CONSERVATION DISTRICT	2870 Clark Avenue
1995 Market Street	Norco, CA 92860
Riverside, CA 92501	Attn: Sam Nelson
22 Attn: Chief of Design and Construction	

23           10. If any provision in this Agreement is held by a court of competent jurisdiction  
24 to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full  
25 force without being impaired or invalidated in any way.  
26

27           11. Any action at law or in equity brought by any of the parties hereto for the  
28 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of

1 competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive  
2 all provisions of law providing for a change of venue in such proceedings to any other county.

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

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

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

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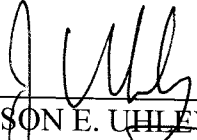
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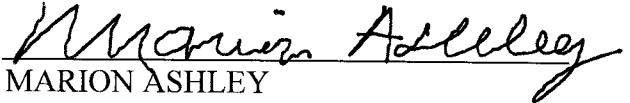
IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on

MAY 08 2018  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By   
JASON E. UHLEY  
General Manager-Chief Engineer


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

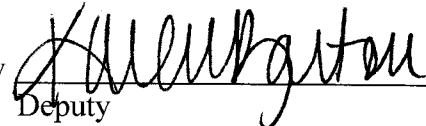
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By  4/26/18  
CYNTHIA M. GUNZEL  
Chief Deputy County Counsel

By   
Deputy

(SEAL)

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Cooperative Agreement w/City of Norco  
North Norco Channel - Line NB, Stage 3  
Project No. 2-0-00145-03  
01/08/18  
RKM:blm

RECOMMENDED FOR APPROVAL:

CITY OF NORCO

By [Signature]  
ANDY OKORO  
City Manager

By [Signature]  
TED HOFFMAN  
Mayor

APPROVED AS TO FORM:

ATTEST:

By [Signature]  
JOHN HARPER  
City Attorney

By [Signature]  
CHERYL L. LINK, CMC  
City Clerk

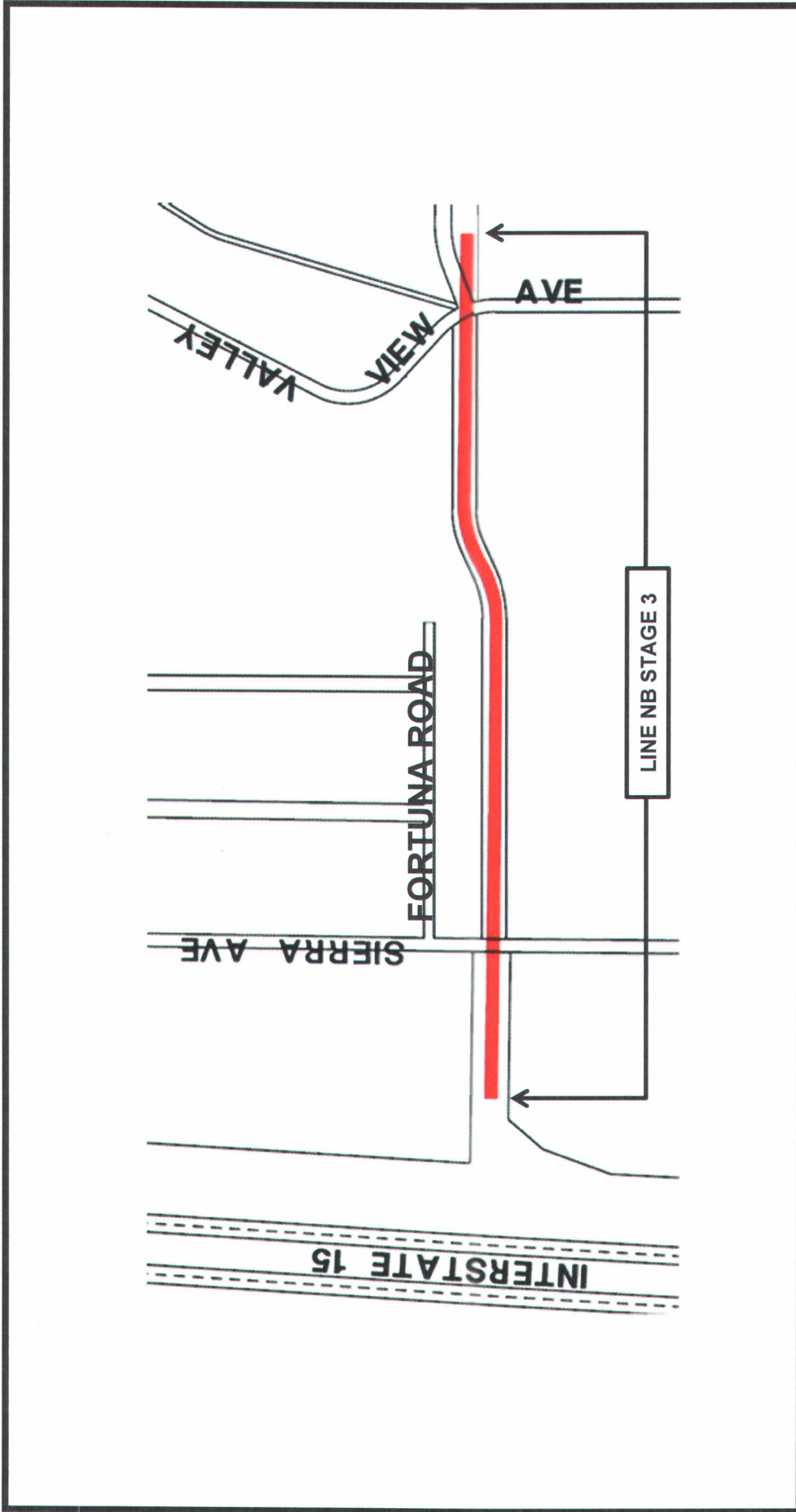
(SEAL)

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Cooperative Agreement w/City of Norco North Norco  
 Channel - Line NB, Stage 3  
 27 Project No. 2-0-00145-03  
 01/08/18  
 28 RKM:blm



Exhibit A



# Exhibit B

