

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



ITEM: 11.1  
(ID # 17563)

**MEETING DATE:**  
Tuesday, November 16, 2021

**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, Stage 11, Project No. 2-0-00140-11, Nothing Further is Required Under CEQA, District 2. [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) because all potentially significant environmental effects associated with the execution of the Cooperative Agreement have been adequately analyzed and the potential impacts have been mitigated in an earlier approved Resolution F2015-27 and Mitigated Negative Declaration (SCH Number 2015041069) for North Norco Channel, Stage 11 adopted by this Board on July 21, 2015 (Agenda Item 11.3);
2. Approve the Cooperative Agreement (Agreement) between the Riverside County Flood Control and Water Conservation District (District) and the City of Norco (City);

Continued on page 2

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 11/2/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: November 16, 2021  
xc: Flood

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy



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

**RECOMMENDED MOTION:** That the Board of Supervisors:

3. Authorize the Chair of the Board of Supervisors for the District to execute the Cooperative Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Cooperative Agreement, including, but not limited to, negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership or the property, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return two (2) executed Agreements to the District.

<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>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: NA</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: NA</b>	

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

**BACKGROUND:**

**Summary**

This Agreement sets forth the terms and conditions by which the District will design and construct North Norco Channel, Stage 11 (Project). The Agreement is necessary for the City to grant the District the necessary rights to access, construct, operate and maintain the Project within the City rights of way. Additionally, the Agreement discusses the terms by which the District and City will coordinate and cover the cost of sewer and gas line relocations and/or other features such as conflicting streetlights, certain water lines, as well as any constructed betterments (e.g. additional street and sidewalk improvements within Project vicinity) outside the original scope of the Project.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of approximately 5,800 lineal feet of channel, two water quality features to treat offsite runoff, and access roads and ramps adjacent to and parallel to the mainline channel. The City will assume ownership and responsibility for the operation and maintenance of the Project's catch basins, including trash racks, connector pipes and storm drains that are thirty-six inches (36") or less in diameter. City will also assume ownership and responsibility for the operation and maintenance of the replaced and relocated utility lines owned and maintained by the City.

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

**Environmental Findings**

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

In accordance with the California Environmental Quality Act (CEQA), the District prepared an Initial Study which analyzed the potential for the Project and associated betterments to impact the environment. The Initial Study found that constructing, operating and maintaining the proposed facilities and betterments would not significantly impact the environment with the incorporation of feasible mitigation, and the District's Board of Supervisors adopted Resolution No. F2015-27 and a Mitigated Negative Declaration (MND) on July 21, 2015. The Board of Supervisors directed the Clerk of the Board to file a Notice of Determination within 5 days of adopting the Resolution and MND. The Agreement merely sets forth the terms and conditions under which the District will design and construct the flood control facilities that were analyzed in the MND and will not result in any new environmental impact. As such, the District has fulfilled its obligation to comply with CEQA and therefore nothing further is required.

Prev. Agn. Ref.: 11.3 of 7/21/15 (CEQA) Agenda Item 11.3

**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 immediate flood relief for adjacent areas; and (ii) improve traffic safety during periods of flooding.

**Additional Fiscal Information**


The engineer's estimate for the construction of the Project and relocation and replacement of certain sewer lines is estimated to be \$10,961,839. The District will ensure sufficient funding is secured for the project prior to construction contract award by the Board of Supervisors. Future operation and maintenance costs associated with the mainline channel, water quality features and access roads will accrue to the District.

**ATTACHMENTS:**

1. Vicinity Map
2. Cooperative Agreement

BBR:blm  
P8/240858

  
Jason Farin, Principal Management Analyst 11/8/2021

  
Gregory L. Priaplos, Director County Counsel 11/3/2021

COOPERATIVE AGREEMENT  
North Norco Channel, Stage 11  
Project No. 2-0-00140-11

This Cooperative Agreement ("Agreement"), dated as of October 20, 2021, is entered into by the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the City of Norco, a municipal corporation ("CITY"). DISTRICT and CITY are collectively referred to herein as "Parties" and individually as "party". The Parties hereto agree as follows:

RECITALS

A. DISTRICT has budgeted for and plans to design, construct and subsequently operate and maintain certain flood control facilities to collect and convey stormwater runoff from the areas of North Norco Channel, Stage 11, providing flood protection for residents, business owners, and future developments; and

B. These certain flood control facilities are identified in DISTRICT's North Norco Channel, Stage 11 ("STAGE 11"), as shown on DISTRICT's Drawing No. 2-0428, generally consisting of the following:

- (i) DISTRICT proposes to replace approximately 5,800 linear feet of existing North Norco Channel, Stage 7, as shown on DISTRICT's Drawing Nos. 2-0122 and 2-0183. STAGE 11 commences upstream of the previously constructed North Norco Channel Line NA, Stage 1, as shown on DISTRICT's Drawing 2-0202, to the Sixth Street crossing, where a rectangular concrete channel is proposed. The proposed Sixth Street crossing will be a triple cell reinforced concrete box. Upstream of Sixth Street crossing to Valley View Avenue, DISTRICT proposes to construct a rectangular concrete channel. The Valley View Avenue

proposed crossing will be a double cell reinforced concrete box. Upstream of Valley View Avenue, DISTRICT proposes to construct a trapezoidal channel with concrete side slopes, a soft bottom, and a double cell reinforced concrete box, at the Corona Avenue crossing as shown in concept in orange on Exhibit "A", attached hereto and made a part hereof; and

- (ii) DISTRICT proposes to construct two water quality features designed to treat local offsite runoff, access roads and ramps adjacent to and parallel to the mainline channel, as shown in concept in red on Exhibit "A"; and

C. Associated with the construction of STAGE 11, is the relocation of certain sewer lines located on Valley View Avenue and Corona Avenue ("RELOCATED SEWER LINES"), as shown in concept in hashed green lines on Exhibit "B", attached hereto and made a part hereof. DISTRICT shall include the design of the relocation of RELOCATED SEWER LINES as part of the DISTRICT's IMPROVEMENT PLANS, as described in Section I.2, and shall pay for the cost of the RELOCATED SEWER LINES as part of the construction bid; and

D. Associated with the construction of STAGE 11 and RELOCATED SEWER LINES is the replacement of certain sewer lines located on Sixth Street ("REPLACEMENT SEWER LINES"), as shown in concept in hashed purple lines on Exhibit "B". DISTRICT shall include the design of REPLACEMENT SEWER LINES as part of DISTRICT's IMPROVEMENT PLANS, as described in Section I.2 and shall pay for the cost of REPLACEMENT SEWER LINES as part of the construction bid; and

E. Associated with the construction of STAGE 11, RELOCATED SEWER LINES, REPLACEMENT SEWER LINES is the construction of various catch basins (including catch basin trash racks), connector pipes and storm drains that are thirty-six inches (36") or less in

diameter located within CITY rights of way and as shown on DISTRICT's Drawing No. 2-0428 ("APPURTENANCES"); and

F. Together, STAGE 11, RELOCATED SEWER LINES, REPLACEMENT SEWER LINES, and APPURTENANCES are hereinafter called "PROJECT"; and

G. Prior to PROJECT construction, CITY will cause the relocation of certain gas lines located on Barnhart Lane, Sixth Street, Valley View Avenue and Corona Avenue ("GAS LINES"). CITY will order Southern California Gas Company to relocate GAS LINES on behalf of DISTRICT and will invoice DISTRICT for the relocation fees as described in Section I.7 and II.9; and

H. Prior to PROJECT construction, CITY will design and construct the relocation of all conflicting streetlights and associated electric lines ("STREETLIGHTS") along PROJECT footprint, at CITY's sole cost and expense. If requested by CITY, DISTRICT is willing incorporate STREETLIGHTS into its public works construction contract for this PROJECT, as set forth in Section I.6, provided CITY reimburses DISTRICT for one hundred percent (100%) of the lowest responsible construction contract bid price for STREETLIGHTS, as set forth in Section I.12 and II.10. DISTRICT shall include the design of STREETLIGHTS as part of DISTRICT's IMPROVEMENT PLANS, as described in Section I.2; and

I. Associated with the construction of PROJECT, CITY will design and construct the relocation of certain water lines located on Barnhart Lane, Sixth Street, Valley View Avenue and Corona Avenue ("WATER LINES"), as shown in concept in hashed blue lines on Exhibit "C", and those discovered during construction at CITY's sole cost and expense. If requested by CITY, DISTRICT is willing to construct WATER LINES and incorporate WATER LINES into its public works construction contract for this PROJECT, as set forth in Section I.6, provided CITY reimburses DISTRICT for one hundred percent (100%) of the lowest responsible

construction contract bid price for WATER LINES as set forth in Section I.13 and II.11. DISTRICT shall include the design of WATER LINES as part of DISTRICT's IMPROVEMENT PLANS, as described in Section I.2; and

J. Associated with the construction of PROJECT are certain betterments outside the original scope of PROJECT limits, including, but not limited to paving, repairs to horse trails, sidewalks and fencing ("CITY BETTERMENTS"). The scope of CITY BETTERMENTS shall be determined and mutually agreed upon by DISTRICT and CITY prior to advertising PROJECT. If DISTRICT agrees to incorporate CITY BETTERMENTS, CITY shall (i) provide the DISTRICT with the applicable set of plans, specifications and appropriate environmental determination documents to DISTRICT prior to DISTRICT advertising PROJECT and as set forth in Section II.3, and (ii) reimburse DISTRICT for one hundred percent (100%) of the construction and administration cost for CITY BETTERMENTS as set forth in Section I.14, I.18 and II.12. DISTRICT shall include the design of CITY BETTERMENTS as part of DISTRICT's IMPROVEMENT PLANS, as described in Section I.2. If CITY requests any CITY BETTERMENTS after the advertise or award of PROJECT by DISTRICT, DISTRICT may be unable to accommodate the request if CITY BETTERMENTS would constitute a change order that exceeds the scope of the work or costs authorized by DISTRICT's Board of Supervisors; and

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

L. The purpose of this Agreement is to memorialize the mutual understandings and obligations by and between DISTRICT and CITY with respect to design, construction, inspection, ownership and operation and maintenance of PROJECT, GAS LINES, STREETLIGHTS, WATER LINES and CITY BETTERMENTS.



NOW, THEREFORE, in consideration of the preceding recitals, which are true and correct and incorporated into the term of this Agreement and the mutual covenants hereinafter contained, the Parties hereto mutually agree as follows:

SECTION I

DISTRICT shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT and, if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS.
2. Prepare or cause to be prepared plans and specifications for PROJECT ("IMPROVEMENT PLANS") in accordance with applicable DISTRICT and CITY standards.
3. Obtain, at its sole cost and expense, all necessary rights of way, rights of entry easements, and encroachment permits as may be necessary to construct and inspect PROJECT and, if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS and operate and maintain STAGE 11.
4. Secure and comply with, at its sole cost and expense, all necessary permits, approvals, licenses, or agreements required by any federal, state or local resource or regulatory agencies pertaining to the construction of PROJECT and, if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS, and operation and maintenance of STAGE 11.
5. Prior to advertising PROJECT and, if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS, for public works construction contract bids for this PROJECT, submit IMPROVEMENT PLANS to CITY for its review and approval.
6. Advertise, award and administer a public works construction contract for PROJECT and, if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS,

provided the CITY does all of the following (i) provides the applicable set of plans, specification and appropriate environmental determination documents to DISTRICT for STREETLIGHTS, WATER LINES, and CITY BETTERMENTS, prior to DISTRICT advertising PROJECT as set forth herein and Section II.3, (ii) reimburses DISTRICT for one hundred percent (100%) of the lowest responsible construction contract bid price for STREETLIGHTS as set forth in Section II.10, and (iii) reimburses DISTRICT for one hundred percent (100%) of the lowest responsible construction contract bid price for WATER LINES as set forth in Section II.11, and (iv) reimburses DISTRICT for one hundred percent (100%) of the construction and administrative cost for CITY BETTERMENTS as set forth in Section II.12. DISTRICT will have no obligation and may be unable to accommodate CITY BETTERMENTS requested after the advertising or award of PROJECT as set forth in Recital J.

7. Within thirty (30) days of receiving CITY's invoice to DISTRICT, pay CITY one hundred percent (100%) of GAS LINES cost, as set forth in Recital G and Section II.9.

8. Within thirty (30) days of awarding construction contract for PROJECT and, if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS, pay the Western Riverside County Regional Conservation Agency the mitigation fee associated with the Multiple Species Habitat Conservation Plan ("MSHCP"), which is either the lesser of three percent (3%) of the lowest responsible bid price for PROJECT, and if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS or three percent (3%) of the contract bid price, less the value of the applicable project specific mitigation.

9. Provide CITY, within a reasonable timeframe, with written notice that DISTRICT has awarded a construction contract for PROJECT and, if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS.

10. Prior to commencing construction for PROJECT and, if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS, schedule and conduct a pre-construction meeting between DISTRICT, CITY and other affected entities. DISTRICT shall notify CITY at least twenty (20) days prior to conducting the pre-construction meeting.

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

12. If applicable, issue an invoice to CITY for one hundred (100%) of the cost of STREETLIGHTS construction, upon award of the construction contract to the lowest responsible bidder, as referenced in Section I.6.

13. If applicable, issue an invoice to CITY for one hundred (100%) of the cost of WATER LINES construction, upon award of the construction contract to the lowest responsible bidder, as referenced in Section I.6.

14. If applicable, issue an invoice to CITY for one hundred (100%) of the anticipated cost of CITY BETTERMENTS construction, upon award of the construction contract to the lowest responsible bidder, as referenced in Section I.6.

15. Inspect or cause to be inspected construction of PROJECT and, if applicable STREETLIGHTS, WATER LINES, and CITY BETTERMENTS. DISTRICT shall allow CITY personnel to observe and inspect all APPURTENANCES, RELOCATED SEWER LINES, REPLACEMENT SEWER LINES and, if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS, construction for quality control purposes at CITY's sole cost. Based on any comments provided by CITY from these inspections, DISTRICT will communicate with DISTRICT's contractor(s). DISTRICT is solely responsible for all quality control communications

with DISTRICT's contractor(s) during the construction of PROJECT and, if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS.

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

17. Require its construction contractor(s) to include CITY as an additional insured under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include CITY as a third-party beneficiary of any and all warranties of the contractor's work with regard to APPURTENANCES, and if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS.

18. Upon completion of PROJECT, if applicable, issue a final invoice to CITY for the final cost associated with any applicable CITY BETTERMENTS in excess of any amounts previously invoiced. Such final cost may exceed the amount initially invoiced, based on CITY approved change orders to these elements of work, or CITY requested adjustments to these elements of work which result in increased final costs.

19. Within two (2) weeks of completing PROJECT construction and, if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS construction, provide CITY with written notice that PROJECT construction and, if applicable STREETLIGHTS, WATER LINES, CITY BETTERMENTS construction, is substantially complete and request the following:

- (i) CITY conduct a final inspection of APPURTENANCES, RELOCATED SEWER LINES, REPLACEMENT SEWER LINES, and, if applicable STREETLIGHTS, WATER LINES, and CITY BETTERMENTS, at CITY's sole cost and expense, and

- (ii) CITY subsequently assume ownership and responsibility for operation and maintenance of APPURTENANCES, RELOCATED SEWER LINES, REPLACEMENT SEWER LINES and, if applicable STREETLIGHTS, WATER LINES, and CITY BETTERMENTS.

20. Upon DISTRICT's acceptance of PROJECT and, if applicable STREETLIGHTS, WATER LINES, and CITY BETTERMENTS, construction as complete, provide CITY with a copy of DISTRICT's Notice of Completion.

21. Upon CITY's acceptance of APPURTENANCES, RELOCATED SEWER LINES, REPLACEMENT SEWER LINES, and if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS, for ownership, operation, and maintenance, provide CITY with a reproducible set of "record drawings" of the related plans.

22. Accept ownership and sole responsibility for the operation and maintenance of STAGE 11.

23. Ensure that all work performed pursuant to this Agreement by DISTRICT, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

## SECTION II

CITY shall:

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

2. In the event CITY would like to utilize DISTRICT to construct STREETLIGHTS, WATER LINES, or CITY BETTERMENTS as described in Recitals H, I, and J, CITY shall provide DISTRICT with written notice requesting such services.

3. Review and approve, as appropriate, IMPROVEMENT PLANS prior to DISTRICT's advertising PROJECT and, if applicable prepare and provide plans, the appropriate environmental determination documents, and the specifications for STREETLIGHTS, WATER LINES and CITY BETTERMENTS, for public works construction contract bids for this PROJECT.

4. Grant DISTRICT, by execution of this Agreement, all rights necessary to access, construct and inspect PROJECT and, if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS, within CITY rights of way, rights of entry or easements in accordance with Section I.3.

5. Issue, at no cost to DISTRICT or DISTRICT's contractor, the necessary encroachment permit(s) required to construct PROJECT, and, if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS at CITY's reasonable discretion.

6. As authorized by law, order the relocation of all utilities installed by permit or franchise within CITY rights of way which conflict with the construction of PROJECT and, if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS, which must be relocated at the utility owner's expense.

7. Order the relocation of all CITY owned utilities, except RELOCATED SEWER LINES, within CITY rights of way which conflict with the construction of PROJECT and, if applicable, WATER LINES and CITY BETTERMENTS, which must be relocated at the CITY's expense.

8. Prior to PROJECT construction, order Southern California Gas Company to relocate GAS LINES on behalf of DISTRICT, as further described in Recital G.

9. Issue an invoice to DISTRICT for one hundred percent (100%) of the cost of the GAS LINES, as referenced in Section I.7.

10. If applicable, within thirty (30) days of receiving DISTRICT's invoice to the CITY, pay DISTRICT one hundred percent (100%) of STREETLIGHTS cost, as set forth in Section I.12.

11. If applicable, within thirty (30) days of receiving DISTRICT's invoice to CITY, pay DISTRICT one hundred percent (100%) of WATER LINES cost, as set forth in Section I.13.

12. If applicable, within thirty (30) days of receiving DISTRICT's invoice to CITY, pay DISTRICT one hundred percent (100%) of CITY BETTERMENTS cost, as set forth in Sections I.14 and I.18.

13. CITY personnel may observe and inspect all APPURTENANCES, RELOCATED SEWER LINES, REPLACEMENT SEWER LINES, and, if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS, construction for quality control purposes at its sole cost. CITY shall provide any comments to DISTRICT personnel who are solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT, and if applicable, STREETLIGHTS, WATER LINES, and CITY BETTERMENTS.

14. Upon receipt of DISTRICT's written notice that PROJECT construction and, if applicable, construction of STREETLIGHTS, WATER LINES, and CITY BETTERMENTS, is substantially complete as set forth in Section I.19, conduct a final inspection of

APPURTENANCES, RELOCATED SEWER LINES, REPLACEMENT SEWER LINES, and if applicable STREETLIGHTS, WATER LINES, and CITY BETTERMENTS.

15. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES, RELOCATED SEWER LINES, REPLACEMENT SEWER LINES, and if applicable, STREETLIGHTS, WATER LINES and CITY BETTERMENTS upon:

- (i) Receipt of DISTRICT's Notice of Completion as set forth in Section I.20; and
- (ii) Receipt of a reproducible duplicate set of "record drawings" of related plans as set forth in Section I.21; and

16. Upon CITY's receipt of Notice of Completion, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way and jurisdiction which must be performed at such time(s) that the finished grade along and above the underground portions of PROJECT are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments by CITY shall be performed at no cost to DISTRICT.

### SECTION III

It is further mutually agreed:

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

2. DISTRICT shall indemnify, defend, save and hold harmless CITY (including its officers, 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 DISTRICT's (including its officers,



Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to (a) property damage, (b) bodily injury or death, (c) payment of reasonable attorney's fees, or (d) any other element of any kind or nature whatsoever.

3. CITY shall indemnify, defend and hold harmless, and require CITY's construction contractor(s) to indemnify, defend and hold harmless, the Riverside County Flood Control and Water Conservation District, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any acts, omissions or services of CITY, CITY's officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CITY, CITY's officers, employees, subcontractors, agents or representatives ("Indemnitors") from this Agreement. CITY shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

4. With respect to any action or claim subject to indemnification herein by CITY, CITY shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT and the County of Riverside; provided, however, that any such adjustment,

settlement or compromise in no manner whatsoever limits or circumscribes CITY indemnification to Indemnitees as set forth herein.

5. CITY obligation hereunder shall be satisfied when CITY has provided to DISTRICT and the County of Riverside the appropriate form of dismissal relieving DISTRICT and the County of Riverside from any liability for the action or claim involved.

6. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CITY obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

7. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CITY from indemnifying the Indemnitees to the fullest extent allowed by law.

8. Any waiver by DISTRICT or by CITY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcement hereof.

9. This Agreement is to be construed in accordance with the laws of the State of California. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

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

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Design Section

CITY OF NORCO  
2870 Clark Avenue  
Norco, CA 92860  
Attn: Sam Nelson

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

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

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

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

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

16. Time is of the essence in prosecuting the work contemplated under this Agreement. At any time during the term of this Agreement DISTRICT may terminate this

Agreement for cause, including but not limited to CITY's failure to prosecute the work in a timely manner, upon providing CITY thirty (30) days written notice stating the extent and effective date of termination.

17. The obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution towards PROJECT as set forth herein. In the event that such funds are not forthcoming for any reason DISTRICT shall immediately notify CITY in writing. The Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by CITY.

18. DISTRICT and CITY shall not assign this Agreement without the written consent of the other party. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

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

20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA" Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with

an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

November 16, 2021  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By J Uhly  
JASON E. UHLEY  
General Manager-Chief Engineer

By Karen S. Spiegel  
KAREN SPIEGEL Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

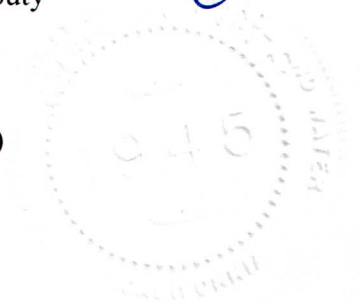
GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER  
Clerk of the Board

By Sarah K. Moore  
SARAH K. MOORE  
Deputy County Counsel

By Gregory P. Priamos  
Deputy

(SEAL)



Cooperative Funding Agreement with City of Norco  
North Norco Channel, Stage 11  
Project No. 2-0-00140-11  
09/29/21  
BB:blm




RECOMMENDED FOR APPROVAL:

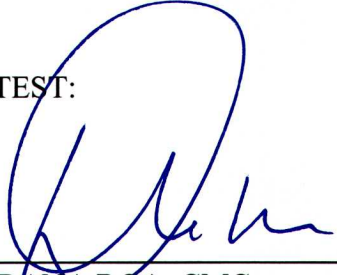
CITY OF NORCO

By   
\_\_\_\_\_  
KEVIN BASH  
Mayor

APPROVED AS TO FORM:

ATTEST:

By   
\_\_\_\_\_  
JOHN HARPER  
City Attorney

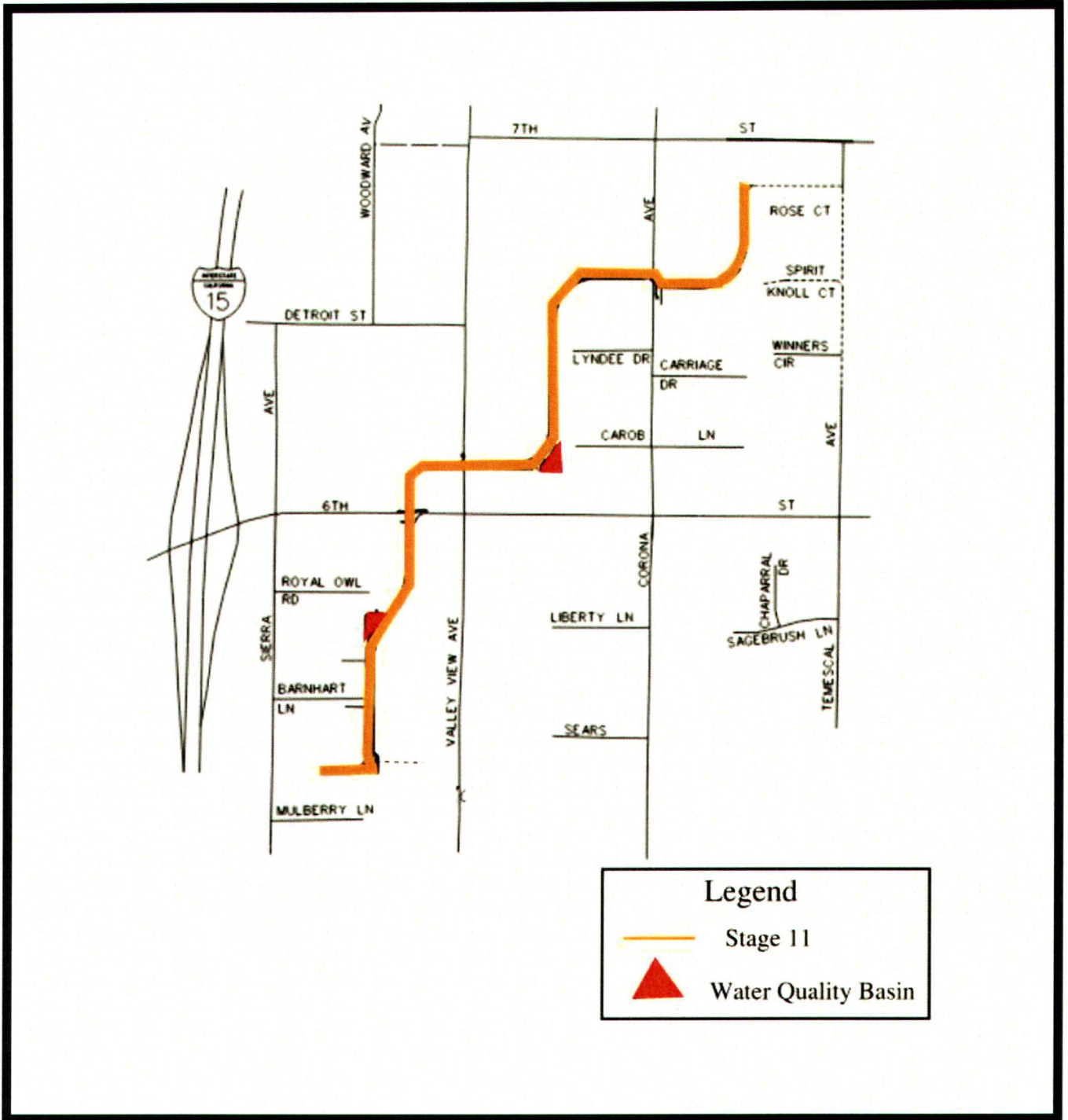
By   
\_\_\_\_\_  
DANA ROA, CMC  
City Clerk

(SEAL)

Cooperative Funding Agreement with City of Norco  
North Norco Channel, Stage 11  
Project No. 2-0-00140-11  
09/29/21  
BB:blm



# Exhibit A



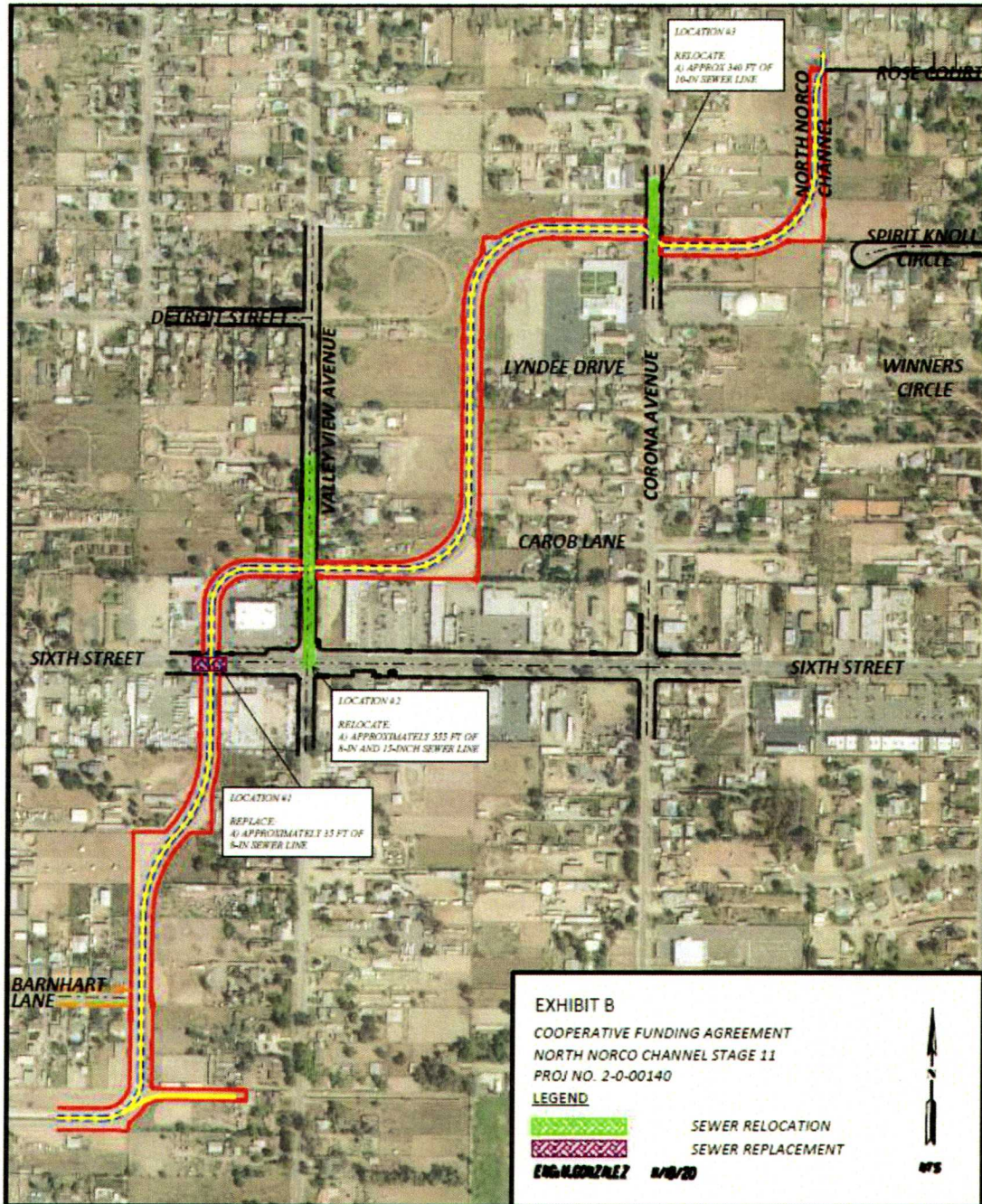
## COOPERATIVE AGREEMENT

North Norco Channel, Stage 11

Project No. 2-0-00140-11

1 of 1

# Exhibit B



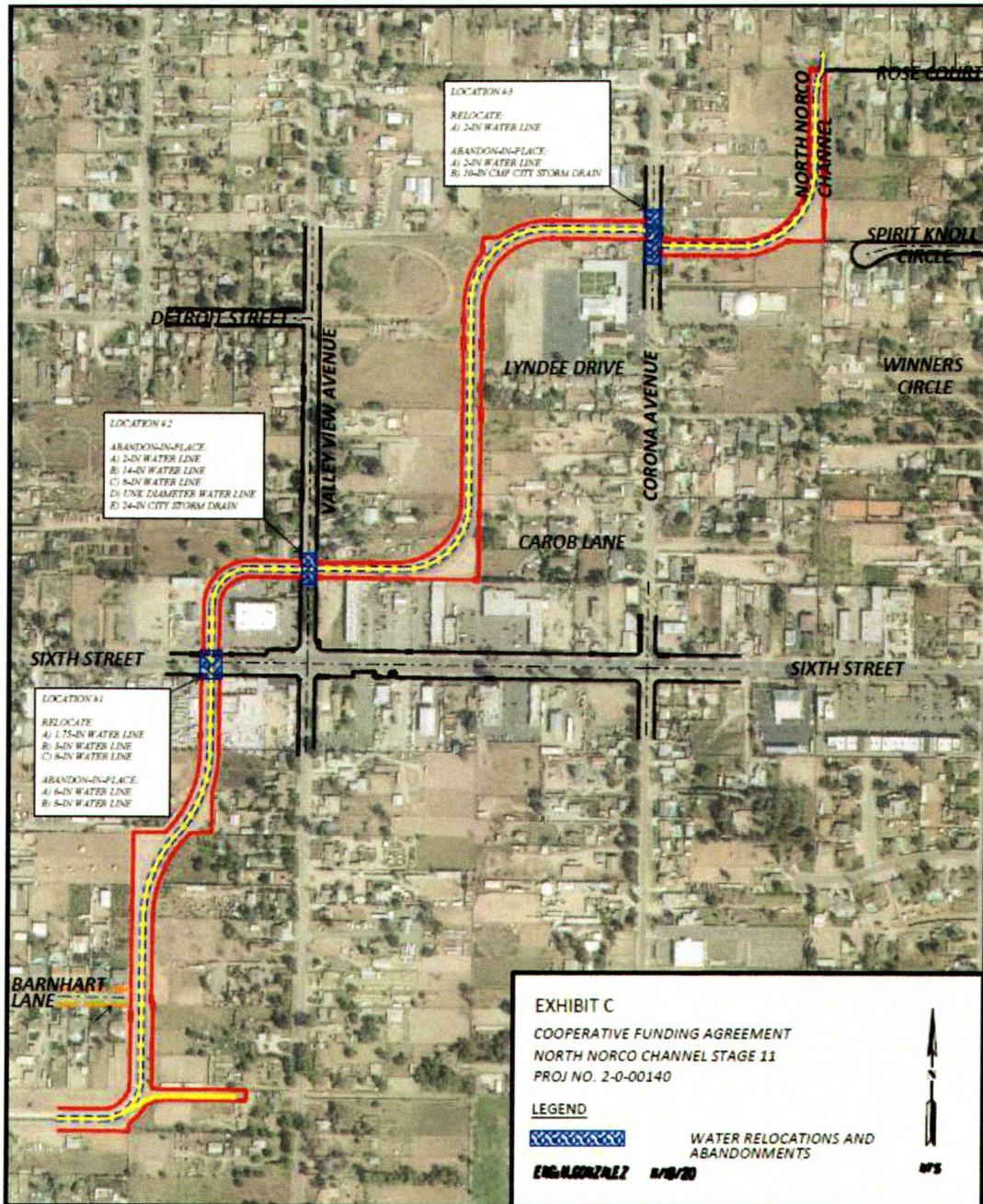
## COOPERATIVE AGREEMENT

North Norco Channel, Stage 11

Project No. 2-0-00140-11

1 of 1

# Exhibit C



## COOPERATIVE AGREEMENT

North Norco Channel, Stage 11

Project No. 2-0-00140-11