

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



ITEM: 11.7  
(ID # 20523)

**MEETING DATE:**

Tuesday, November 29, 2022

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of the Amended and Restated Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Corona for Corona – East Grand Boulevard Storm Drain, Project No. 2-6-10032, CEQA Exempt per State CEQA Guidelines Section 15061(b)(3), District 2. [\$1,931,000 Not to Exceed Amount – District Zone 2 Funds 100%]

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

1. Find that this Amended and Restated Cooperative Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA Guidelines;
2. Approve the Amended and Restated Cooperative Agreement between the Riverside County Flood Control and Water Conservation District ("District") and the City of Corona ("City");
3. Authorize the Chair of the District's Board of Supervisors to execute the Amended and Restated Cooperative Agreement on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to approve, sign and execute any future non-substantive amendments to the Amended and Restated Cooperative Agreement that do not increase the cost to the District and do not materially change the scope of services, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return two (2) copies of the executed Amended and Restated Cooperative Agreement to the District.

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

11/15/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez  
Nays: None  
Absent: None  
Date: November 29, 2022  
xc: Flood

Kecia R. Harper  
Clerk of the Board

By   
Deputy

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<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>	\$ 180,000	\$ 1,751,000	\$ 1,931,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> SEE SOURCE OF FUNDS below			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 22/23 – 25/26	

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

**BACKGROUND:**

**Summary**

On March 22, 2011 (Agenda Item No. 11.1), the District's Board of Supervisors approved the Cooperative Agreement between the District and City which set forth the terms and conditions by which the District would contribute funding to the City for the design and construction of the Corona – East Grand Boulevard Storm Drain facility as part of a City administered public works construction contract. Pursuant to the original Cooperative Agreement, the District would contribute a not to exceed amount of Four Hundred Fifty Thousand Dollars (\$450,000) for the design and construction of the facilities. However, in collaboration between the District and City, the District agreed to contribute an additional amount of One Million Four Hundred Thirty Thousand Dollars (\$1,430,000) toward the construction of the facilities.

This Amended and Restated Cooperative Agreement supersedes the previous Cooperative Agreement in its entirety and sets forth the terms and conditions by which the District will contribute a total amount not to exceed One Million Eight Hundred Eighty Thousand Dollars (\$1,880,000) to support the City's efforts to construct the Corona – East Grand Boulevard Storm Drain facility. The Amended and Restated Cooperative Agreement is also necessary to reflect certain modifications to the design of the required flood control and drainage facilities and the associated responsibilities for the operation and maintenance of same. Upon completion of the facilities' construction, the City will assume ownership and maintenance of the Corona – East Grand Boulevard Storm Drain facility.

County Counsel has approved the Amended and Restated Cooperative Agreement ("Agreement") as to legal form, and the City has executed the Agreement.

**Environmental Findings**

The Agreement is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), which provides, "The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The Agreement does not authorize to any extent whatsoever actual physical development of the underlining property or other activity that would result in any significant effect on the environment. The Agreement does not foreclose any alternatives to the facilities, including a

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"no project" alternative, or foreclose any mitigation measures that may be necessary to reduce any impacts that could potentially result from the construction, operation or maintenance of the facilities. Such development, if it occurs at all, will be the result of subsequent actions subject to CEQA review by the City prior to construction. The Agreement merely establishes the terms by which the District will contribute funding to the City for the design and construction of the facility. Therefore, it can be seen with certainty that there is no possibility the Agreement will have a significant effect on the environment.

**Impact on Residents and Businesses**

The District's financial contribution toward the project is funded by ad valorem property tax revenue and entails no new fees, taxes nor bonded indebtedness to residents and businesses. Upon construction completion, this project will provide drainage improvements for adjacent property owners and businesses in the area.

**Prev. Agn. Ref.:** 11.1 of 03/22/11

**Additional Fiscal Information**

Pursuant to the Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP") executed on June 22, 2004, the District is a participating agency. The District is making a payment to the Western Riverside County Regional Conservation Authority for up to 3% of the total capital costs as required mitigation for the construction of flood control facilities in cooperation with and on behalf of the City. The MSHCP mitigation fee is based on the engineers estimated project cost, however, the actual 3% payment will be based on the project's lowest responsive contract bid price. The actual mitigation payment that will be made by the District may be reduced based on acquisition of replacement habitat for the benefit of Covered Species, as defined in the Implementing Agreement and the MSHCP. The City is the lead agency and the MSHCP permittee responsible for compliance with the applicable MSHCP requirements.

Project Funding Summary

Estimated Design and Administration Contribution	\$	180,000
Estimated Construction Contribution	\$	1,700,000
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Maximum District Contribution to the City	\$	<b>1,880,000</b>
Estimated MSHCP Mitigation Fee	\$	51,000
(3% of Estimated Construction Contribution)		
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Total Estimated District Cost	\$	<b>1,931,000</b>

In the original Cooperative Agreement approved by the District's Board of Supervisors in 2011, the District was to contribute an amount not to exceed \$450,000 to the City for the design and construction of the Corona – East Grand Boulevard Storm Drain facility. Under this Amended and Restated Cooperative Agreement, the District is providing up to \$1,880,000 in funding toward the project's construction.



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Sufficient funding is included in the District's Zone 2 budget for FY 2022-23 and will be included in the proposed budget in future years as appropriate and necessary. No operation and maintenance costs associated with the mainline storm drain will accrue to the District.

**SOURCE OF FUNDS:** (Continued)

1. 25120-947240- 536200 Contribution to Non-County Agency – Zone 2
2. 25120-947240- 523220 MSHCP – Zone 2

**ATTACHMENTS:**

1. Vicinity Map
2. Amended and Restated Cooperative Agreement

AMR:blm  
P8/246879

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst 11/21/2022

  
\_\_\_\_\_  
Aaron Gettis, Deputy County Counsel 11/15/2022



AMENDED AND RESTATED COOPERATIVE AGREEMENT

Corona – East Grand Boulevard Storm Drain

Project No. 2-6-10032

This Amended and Restated Cooperative Agreement ("Agreement"), dated as of November 29, 22, is entered into by the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT") and the City of Corona, a municipal corporation ("CITY"). DISTRICT and CITY are collectively referred to herein as "Parties" and individually as "Party". The Parties hereby agree as follows:

RECITALS

A. DISTRICT and CITY previously entered into that certain Cooperative Agreement, executed on March 22, 2011 [DISTRICT's Board Agenda Item No. 11.1], hereinafter called ("ORIGINAL AGREEMENT"), providing for DISTRICT to contribute funding toward the design and construction, and for DISTRICT and CITY to operate and maintain the Corona – East Grand Boulevard Storm Drain system; and

B. Corona – East Grand Boulevard Storm Drain, hereinafter called ("PROJECT"), consists of approximately 2,400 lineal feet of underground storm drain system, of which 1,600 lineal feet of mainline system is to be constructed within East Grand Boulevard between East 7<sup>th</sup> Street and East 3<sup>rd</sup> Street and 100-foot lateral extending into bisecting side streets, as shown in concept on Exhibit "A" attached hereto and made a part hereof. At its downstream terminus, PROJECT will connect to CITY's Corona Drains Line 52 facility south of East Grand Boulevard and East 3<sup>rd</sup> Street; and

C. Pursuant to ORIGINAL AGREEMENT, DISTRICT desired to contribute an amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000) toward PROJECT's design and environmental (CEQA/regulatory permits) costs; and

D. Subsequent to the execution of ORIGINAL AGREEMENT, DISTRICT and CITY, recognize the original estimates of costs will exceed DISTRICT's contribution described in ORIGINAL AGREEMENT. Therefore, due to mutual interests in this PROJECT, DISTRICT and CITY agree to revise the amount of DISTRICT's financial contribution toward PROJECT's design and construction costs, place a limit on DISTRICT's financial contribution and establish deliverables required of CITY for reimbursement of PROJECT costs; and

E. Additionally, the Parties hereto have mutually agreed to certain modifications to the design of the required flood control and drainage facilities, and the associated responsibilities for the operation and maintenance of same. Said modifications include the elimination of certain DISTRICT's operation and maintenance responsibilities of PROJECT as described in ORIGINAL AGREEMENT; and

F. DISTRICT and CITY now wish to amend and restate their respective understandings, roles and responsibilities pertaining to PROJECT as set forth herein. Furthermore, DISTRICT and CITY mutually agree that the provisions of this Agreement shall supersede all provisions of ORIGINAL AGREEMENT; and

G. DISTRICT and CITY wish to work collaboratively to expedite the construction of PROJECT to provide the necessary flood control and drainage improvements for the immediate adjacent areas within the city of Corona; and

H. CITY plans to advertise, award and administer a public works construction contract for PROJECT during Fiscal Year 2022/2023; and

I. Due to mutual interests in this PROJECT, DISTRICT has allocated and appropriated the additional requested funds toward the design and construction of PROJECT; and

J. CITY desires that DISTRICT include certain unavoidable utility relocations as part of DISTRICT's financial contribution to construct PROJECT. ("UTILITY

RELOCATIONS") is defined as (i) the relocation of CITY owned utilities that conflict with the construction of PROJECT; and (ii) the unavoidable relocation of utilities not owned by CITY that (a) conflict with the construction of PROJECT; and (b) cannot be relocated by others under CITY's franchise authority. These certain unavoidable UTILITY RELOCATIONS shall be included in the public works construction contract for PROJECT; and

K. CITY desires that DISTRICT contribute additional funding for the design and construction of PROJECT; and

L. DISTRICT's financial contribution to CITY for PROJECT shall be as follows, subject to the not to exceed amount provided in Recitals 'M' below:

(i) ("DESIGN CONTRIBUTION"), defined as:

One hundred percent (100%) of design proposal cost associated with engineering design; hydrology and hydraulics; geotechnical analysis; potholing required to complete the design of PROJECT; California Environmental Quality Act ("CEQA") determination; preparation, application, and acquisition of the environmental clearance and permits if required for PROJECT; and other typical ancillary costs related to the preparation of improvement plans. However, DESIGN CONTRIBUTION shall not include the fees associated with the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP") in accordance with Sections I.8 and II.4 below;

(ii) ("DESIGN ADMIN"), defined as:

In the event that CITY chooses to hire an engineering consulting firm to prepare the necessary plans and specifications to construct



PROJECT, DISTRICT is also willing to contribute ten percent (10%) of design proposal cost to offset CITY's administrative costs associated with design contract administration;

(iii) ("CONSTRUCTION CONTRIBUTION"), defined as:

One hundred percent (100%) of the lowest responsible bid contract amount, which includes bid items associated with UTILITY RELOCATIONS; and

(iv) ("CONSTRUCTION ADMIN"), defined as:

Ten percent (10%) of the lowest responsible bid contract amount to offset CITY's administrative costs associated with construction contract administration and other typical ancillary costs related to PROJECT; and

(v) ("CHANGE ORDERS CONTRIBUTION"), defined as:

Up to ten percent (10%) of the lowest responsible bid contract amount to offset any construction contract change orders, which may include, but is not limited to, construction contract change orders associated with UTILITY RELOCATIONS; and

M. Altogether, DESIGN CONTRIBUTION, DESIGN ADMIN, CONSTRUCTION CONTRIBUTION, CONSTRUCTION ADMIN, and CHANGE ORDERS CONTRIBUTION are hereinafter called ("DISTRICT CONTRIBUTION"). DISTRICT CONTRIBUTION for PROJECT shall not exceed a total sum of One Million Eight Hundred Eighty Thousand Dollars (\$1,880,000.00); and

N. DISTRICT desires to only provide financial assistance to CITY and have no other role related to PROJECT; and

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

P. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to funding, design, construction, inspection, ownership, operation and maintenance of PROJECT and the payment of DISTRICT CONTRIBUTION to CITY.

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

#### SECTION I

CITY shall:

1. Pursuant to the 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.

2. Provide DISTRICT an opportunity to review and approve the engineering design cost proposal and associated design schedule for PROJECT.

3. Keep an accurate accounting of the following costs for PROJECT:

A. All design costs associated with the preparation of plans and specifications for PROJECT, in conformance with DISTRICT-approved engineering design cost proposal and associated design schedule, as set forth in Section I.2. CITY shall include this accounting when invoicing DISTRICT for (i) the final payment of DESIGN CONTRIBUTION and, if applicable, (ii) DESIGN ADMIN, as set forth in Section I.9. The final accounting of design

costs shall include a detailed breakdown of all costs, including but not limited to, payment vouchers, change orders and other such contract documents as may be necessary to establish the actual cost of design and, if applicable, the associated design contract administration cost for PROJECT. This includes all costs invoiced as a part of DESIGN CONTRIBUTION and, if applicable, DESIGN ADMIN.

- B. All PROJECT construction costs, including the costs associated with UTILITY RELOCATIONS, CITY shall provide this accounting to DISTRICT with CITY's Notice of Completion, as set forth in Section I.20. This final accounting of construction costs shall include a detailed breakdown of all costs, including but not limited to, payment vouchers, change orders and other such construction contract documents as may be necessary, to establish the actual cost of construction and the associated contract administration cost for DISTRICT-approved and CITY-approved improvement plans. This includes all costs invoiced as a part of CONSTRUCTION CONTRIBUTION, CONSTRUCTION ADMIN and, if applicable, CHANGE ORDERS CONTRIBUTION.

4. Invoice DISTRICT (Attention: Special Projects Section) for fifty percent (50%) of DESIGN CONTRIBUTION upon execution of this Agreement or upon DISTRICT's approval of CITY's engineering design cost proposal as set forth in Section I.2, whichever occurs later. DISTRICT CONTRIBUTION shall not exceed a total sum of One Million Eight Hundred Eighty Thousand Dollars (\$1,880,000.00) for PROJECT.



5. Prepare or cause to be prepared improvement plans, in accordance with the applicable CITY standards. CITY shall make reasonable efforts during the preparation of improvement plans to avoid utility conflicts associated with UTILITY RELOCATIONS.

6. Prior to advertising PROJECT for public works construction contract, obtain all necessary permits, approvals, or agreements as may be required by any federal, state and local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such documents, hereinafter called ("REGULATORY PERMITS"), may include, but are not limited to, those issued by the following regulatory agencies: U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority.

7. Implement, or cause to be implemented, all environmental mitigation required in association with the construction, operation and maintenance of PROJECT, except for the fees associated with the MSHCP, which will be paid by DISTRICT as set forth in Section II.4.

8. Prior to advertising PROJECT for public works construction contract, obtain, at its sole cost and expense, all necessary permits, licenses, agreements, approvals, rights of way, rights of entry, encroachment permits and temporary construction easements as may be needed to construct, operate and maintain PROJECT.

9. Following the signing of improvement plans by all Parties, invoice DISTRICT (Attention: Special Projects Section) for (i) the remainder of DESIGN CONTRIBUTION and, if applicable, (ii) DESIGN ADMIN. The invoice shall include an accounting of all design costs associated with the preparation of plans and specifications for PROJECT as set forth in Section I.3.A, a copy of the signed improvement plans, including, and if applicable, the associated design contract administration cost. DISTRICT CONTRIBUTION

shall not exceed a total sum of One Million Eight Hundred Eighty Thousand Dollars (\$1,880,000.00) for PROJECT.

10. After complying with Sections I.1 through I.9, advertise a public works construction contract for PROJECT pursuant to the applicable provisions of the California Public Contract Code.

11. Prior to awarding a public works construction contract for PROJECT, provide DISTRICT seven (7) calendar days following construction bid opening to review and approve or reject bids for construction of PROJECT. DISTRICT may only reject bids found by DISTRICT to be unreasonably high

12. Following DISTRICT's review period set forth in Section I.11, if DISTRICT has not rejected the bids for construction of PROJECT, award and administer PROJECT pursuant to the applicable provisions of the California Public Contract Code. At the time of advertising for bids, provide DISTRICT with a copy of PROJECT plans, specifications, bid documents and any subsequent addenda thereto. CITY shall endeavor to award a public works construction contract for PROJECT and begin construction within thirty-six (36) months of execution of this Agreement.

13. Provide DISTRICT with written notice (Attention: Special Projects Section and Construction Management Section) that CITY has awarded a public works construction contract for PROJECT. The written notice shall include CITY contractor's actual bid amounts for PROJECT, setting forth the lowest responsible bid contract amount.

14. At the time of providing written notice of the award of a construction contract for PROJECT, as set forth in Section I.13, invoice DISTRICT (Attention: Special Projects Section) for CONSTRUCTION CONTRIBUTION and CONSTRUCTION ADMIN, subject to and provided that DISTRICT CONTRIBUTION does not exceed a total sum of One Million Eight

Hundred Eighty Thousand Dollars (\$1,880,000.00) for PROJECT. CONSTRUCTION CONTRIBUTION shall be supported by a copy of CITY's bid abstracts for PROJECT.

15. Construct or cause to be constructed PROJECT, pursuant to a CITY administered public works construction contract, in accordance with improvement plans.

16. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager.

17. Procure or cause to be procured insurance coverages during the term of this Agreement. CITY shall require its PROJECT construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments. Prior to CITY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "B", attached hereto and made a part hereof.

18. 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 CITY and DISTRICT employees on the site.

19. Upon completion of PROJECT construction and CITY's acceptance thereof, accept ownership and sole responsibility for the design, operation and maintenance of PROJECT.

20. Upon completion of PROJECT construction, provide DISTRICT (Attention: Special Projects Section) with a copy of CITY's recorded Notice of Completion. The recorded Notice of Completion shall be accompanied by the final accounting of all PROJECT construction costs as set forth in Section I.3.B.



21. Keep an accurate accounting of all PROJECT costs along with CITY's CONSTRUCTION ADMIN and provide this accounting to DISTRICT with CITY's Notice of Completion, as set forth in Section I.20. The final accounting of construction costs shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, CITY approved change orders and other such construction contract documents as may be necessary to establish the actual cost of construction for DISTRICT and CITY approved improvement plans.

22. Upon Notice of Completion, invoice DISTRICT for CITY's CONSTRUCTION ADMIN and, if applicable, construction CHANGE ORDERS CONTRIBUTION for DISTRICT review, subject to and provided DISTRICT CONTRIBUTION shall not exceed One Million Eight Hundred Eighty Thousand Dollars (\$1,880,000.00) for PROJECT.

## SECTION II

DISTRICT shall:

1. Pay CITY, within thirty (30) calendar days after receipt of CITY's appropriate invoice for fifty percent (50%) of DESIGN CONTRIBUTION as set forth in Section I.4. DISTRICT CONTRIBUTION shall not exceed a total sum of One Million Eight Hundred Eighty Thousand Dollars (\$1,880,000.00) for PROJECT.

2. Pay CITY, within thirty (30) calendar days after receipt of CITY's appropriate invoice for (i) remainder of DESIGN CONTRIBUTION and, if applicable, (ii) DESIGN ADMIN as set forth in Sections I.3.A and I.9. DISTRICT CONTRIBUTION shall not exceed a total sum of One Million Eight Hundred Eighty Thousand Dollars (\$1,880,000.00) for PROJECT.

3. Within seven (7) calendar days following CITY's public works construction bid opening, review and approve or reject bids for construction of PROJECT. DISTRICT may

only reject bids found by DISTRICT to be unreasonably high. DISTRICT shall not unreasonably withhold approval of contract.

4. Within thirty (30) days of CITY awarding PROJECT construction contract, pay the Western Riverside County Regional Conservation Agency the mitigation fee for PROJECT per the 2004 Implementing Agreement for the MSHCP, which is either the lesser of (i) three percent (3%) of the lowest responsible bid price; or ii) three percent (3%) of the lowest responsible bid price, less the value of any applicable project-specific mitigation.

5. Pay CITY, within thirty (30) calendar days after receipt of CITY's appropriate invoice for CONSTRUCTION CONTRIBUTION and CONSTRUCTION ADMIN as set forth in Section I.14, subject to and provided that DISTRICT CONTRIBUTION does not exceed a total sum of One Million Eight Hundred Eighty Thousand Dollars (\$1,880,000.00) for PROJECT.

6. Upon receipt of CITY's recorded Notice of Completion as set forth in Section I.20, pay CITY, within thirty (30) calendar days after receipt of CITY's appropriate invoice, for CHANGE ORDERS CONTRIBUTION, as set forth in Section I.22, subject to and provided that DISTRICT CONTRIBUTION does not exceed a total sum of One Million Eight Hundred Eighty Thousand Dollars (\$1,880,000.00) for PROJECT.

### SECTION III

#### Indemnification:

1. CITY shall indemnify, defend and hold harmless, and require CITY's construction contractor(s) to indemnify, defend and hold harmless, DISTRICT, and County of Riverside (including their, 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 and CITY's construction contractor(s), CITY's officers, employees, subcontractors, agents or representatives ("Indemnitors") 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 or CITY's construction contractor(s), CITY's officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CITY or CITY's construction contractor(s) 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.

2. With respect to any action or claim subject to indemnification herein by CITY or CITY's construction contractor(s), CITY or CITY's construction contractor(s) 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 only with prior consent of DISTRICT and the County of Riverside. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe CITY's or CITY's construction contractor(s) indemnification to Indemnitees as set forth herein.

3. CITY's and CITY's construction contractor(s) obligation hereunder shall be satisfied when CITY or CITY's construction contractor(s) 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.

4. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CITY or CITY's construction contractor(s) obligations to indemnify and

hold harmless the Indemnitees herein from third party claims.

5. 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 or CITY's construction contractor(s) from indemnifying the Indemnitees to the fullest extent allowed by law.

6. 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, ("Claims") 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) negligence or willful misconduct related to DISTRICT's performance under or failure to comply with this Agreement, but only in proportion and to the extent that the Claims were caused by DISTRICT.

#### SECTION IV

It is further mutually agreed:

1. Notwithstanding any other provision herein this agreement DISTRICT CONTRIBUTION shall not exceed a total sum of One Million Eight Hundred Eighty Thousand Dollars (\$1,880,000.00) for PROJECT and shall be used by CITY solely for the purpose of designing and constructing PROJECT as set forth herein. No additional funding whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications, extensions or repairs. Should PROJECT require additional funding, CITY will have the option to seek and receive additional funding from DISTRICT for the construction of PROJECT contingent upon the availability of DISTRICT funds and DISTRICT budgetary approval.

2. In the event the actual construction cost for PROJECT is less than the lowest responsible bid contract amount, CITY shall refund the difference to DISTRICT within thirty (30) days of filing the Notice of Completion for PROJECT.

3. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the design, construction, ownership, operation or maintenance of PROJECT.

4. DISTRICT, the County of Riverside, the State of California, or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CITY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. CITY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

5. Any waiver by DISTRICT or by CITY of any breach by the other Party 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 from the other Party exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or stopping DISTRICT or CITY from enforcement hereof.

6. This Agreement is to be construed in accordance with the laws of the State of California.

7. 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: Special Projects Section

CITY OF CORONA  
400 S. Vicentia Avenue  
Corona, CA 92882  
Attn: Barry Ghaemi  
Project Manager

8. 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.

9. 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 import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

10. 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.

11. No Party shall assign this Agreement without the written consent of the other Parties. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

12. No alternation or variation of the terms of this Agreement shall be valid unless made in writing and signed by both Parties and no oral understanding or agreement not incorporated herein shall be binding on either Party hereto.

13. 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 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.

14. The obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution toward PROJECT as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CITY in writing. Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by CITY. If CITY has executed any third party contracts for PROJECT prior to DISTRICT terminating the Agreement pursuant to this provision, DISTRICT shall compensate CITY for any work executed prior to DISTRICT terminating the Agreement.

15. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement.

16. 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.

17. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one 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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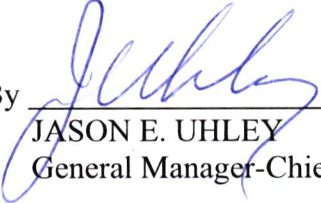
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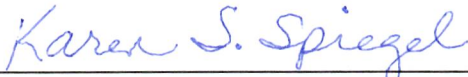
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

November 29, 2022  
(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

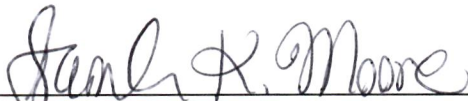
By   
KAREN SPIEGEL, Chair  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

COUNTY COUNSEL

KECIA HARPER  
Clerk of the Board

By   
SARAH K. MOORE  
Deputy County Counsel

By   
Deputy

(SEAL)

Amended and Restated Cooperative Agreement: City of Corona  
Corona – East Grand Boulevard Storm Drain  
Project No. 2-6-10032  
08/03/22  
AMR:blm

NOV 29 2022 11.7

RECOMMENDED FOR APPROVAL

CITY OF CORONA

By Savat Khamphou  
SAVAT KHAMPHOU  
Public Works Director

By Jacob Ellis  
JACOB ELLIS  
City Manager

APPROVED AS TO FORM:

ATTEST:

By Dean Derleth *ML*  
DEAN DERLETH  
City Attorney

By Sylvia Edwards  
SYLVIA EDWARDS  
City Clerk

(SEAL)

Amended and Restated Cooperative Agreement: City of Corona  
Corona – East Grand Boulevard Storm Drain  
Project No. 2-6-10032  
08/03/22  
AMR:blm










Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

# EXHIBIT A

### Legend

-  Corona East Grand Blvd Storm Drain
-  Roads Centerline
-  Future Facilities
-  City Boundary
-  Existing Corona Drains Line 52 Storm Drain (City Maintained)



**RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT**  
**Corona East Grand Blvd Storm Drain**



## EXHIBIT B

DISTRICT's Insurance Requirements are as follows:

CITY's construction contractor(s) shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

Without limiting or diminishing CITY's construction contractor(s) obligation to indemnify or hold DISTRICT harmless, CITY's construction contractor(s) shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to 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, employees, elected or appointed officials, agents or representatives as Additional Insured:

A. Workers' Compensation:

If CITY's construction contractor(s) has employees as defined by the State of California, CITY's construction contractor(s) shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including, but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CITY's construction contractor(s) performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If CITY's construction contractor(s) vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CITY's construction contractor(s) shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined



## EXHIBIT B

single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insured.

D. Pollution and Asbestos Liability:

CITY's construction contractor(s) shall obtain, at its sole expense and keep in effect during the term of the contract, Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) covering CITY's construction contractor(s) liability for a third party bodily injury and property damage arising from pollution conditions caused by the CITY's construction contractor(s) while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the DISTRICT. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance.

CITY's construction contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount shall be submitted to the DISTRICT for review and approval. If CITY's construction contractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by CITY's construction contractor(s). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

In the event, CITY's construction contractor(s) encounters materials on the site that is believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, CITY's construction contractor(s) shall immediately stop work in the area affected and report the condition to the DISTRICT in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT and CITY, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated

## **EXHIBIT B**

biphenyl (PCB), or when it has been rendered harmless, by written agreement of the DISTRICT and CITY.

CITY's construction contractor(s) shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

E. Professional Liability:

CITY's construction contractor(s) shall cause any architect or engineer retained by CITY's construction contractor(s) in connection with the performance of CITY's construction contractor(s) obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CITY's construction contractor(s) shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) will continue as long as the law allows.

F. General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CITY's construction contractor(s) must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, CITY's construction

## EXHIBIT B

- contractor(s) carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. CITY's construction contractor(s) shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CITY's construction contractor(s) insurance carrier(s) policies does not meet the minimum notice requirement found herein, CITY's construction contractor(s) shall cause CITY's construction contractor(s) insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.
- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed by the parties hereto that CITY's construction contractor(s) insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will



## **EXHIBIT B**

add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CITY's construction contractor(s) has become inadequate.

- g. CITY's construction contractor(s) shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. CITY's construction contractor(s) agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.