

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.60
(ID # 23622)**

MEETING DATE:

FROM : TLMA-TRANSPORTATION:

Tuesday, January 09, 2024

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Cooperative Agreement Between the County of Riverside and the Riverside County Flood Control and Water Conservation District for the Good Hope - Olive Avenue Storm Drain, Project No. 4-0-00425, CEQA Exempt per State CEQA Guidelines Section 15061(b)(3), District 1. [\$0] (Companion Item to MT Item No. 23538)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that execution of the Cooperative Agreement ("Agreement") is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the Agreement between the County of Riverside ("County") and the Riverside County Flood Control and Water Conservation District ("District");
3. Authorize the Chair of the Board of Supervisors to execute the Agreement on behalf of the County; and
4. Authorize the Director of Transportation or designee to take all necessary steps to implement the Agreement, including, but not limited to, negotiating, approving, and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to approval by County Counsel.

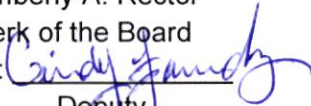
ACTION:Policy


Patricia Romo, Director of Transportation 12/13/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 9, 2024
xc: Trans., Flood

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

(Companion Item 11.1)

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STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: No General Funds will be used on this project.			Budget Adjustment: No	
			For Fiscal Year: NA	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Agreement sets forth the terms and conditions by which the District will design and construct certain flood control facilities within the Good Hope community. These flood control facilities, part of the Good Hope – Olive Avenue Storm Drain Project ("Project"), consist of approximately 10,545 lineal feet of various reinforced concrete pipe storm drain systems ranging in diameter from 18 inches to 84 inches, street improvements along Olive Avenue, Spring Street, Steele Peak Drive, Read Street and Quail Drive, detention basin and three (3) inlet structures to (i) provide adequate collection for the 100-year flow rates at the proposed collection points and (ii) reduce street and community flooding for the Good Hope area.

The Agreement is needed for the County to grant the District the necessary rights to access, construct, operate and maintain the flood control facilities within County right of ways. In addition, the Agreement sets forth the terms for the County to contribute funding to the Project for (i) the costs associated with any rights of way acquisition for the street improvements, (ii) the lowest responsible construction bid price for street improvements on the unimproved sections of Mountain Avenue, Steele Peak Drive, Read Street and Quail Drive, (iii) the lowest responsible construction contract bid price for the relocation of certain utilities in conflict with the Project and (iv) any contract change orders related to the street improvements and relocation of these utilities.

Upon completion of construction, the County will assume ownership and responsibility for the operation and maintenance of (i) the Projects associated catch basins, swales, connector pipes and lateral storm drains that are 36 inches or less in diameter located within County held easements or right of ways, (ii) the structural integrity for Highway 74 street culvert and (iii) the improvements on the unimproved sections of roads located along Steele Peak Drive, Read Street and Mountain Avenue.

The District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain system greater than 36 inches and the removal of sediment and debris for Highway 74 street culvert.

County Counsel has approved the Agreement as to legal form. A companion item appears on the Riverside County Flood Control and Water Conservation District's agenda this same date.

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Environmental Findings

The Agreement is exempt from CEQA pursuant to the State CEQA Guidelines section 15061(b)(3), which states, "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 merely sets forth the terms and conditions by which the County and the District will work together to allocate responsibility for performing environmental review and designing potential facilities set forth in the Agreement and, if a proposal for the facilities is later completed and approved by the District and the County, specifying the allocation of responsibility for ownership, construction, operation and maintenance of the potential facilities as described in the Agreement.

Approval of the Agreement would not authorize any development, construction, maintenance, operation, or any other activity that would have the potential to result in any significant effect on the environment. The Agreement does not commit either the County nor the District to any approval of any portion of the potential facilities or commitment to any decision that commits the County or the District to any definite course of action as to the facilities. In addition, the Agreement does not foreclose any alternatives to the facilities, including a "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. The District is in the process of preparing an environmental document that will analyze pursuant to CEQA, the environmental impacts of constructing, operating and maintaining the potential facilities that are the subject of the Agreement. The CEQA document will be completed and provided to the County Board of Supervisors for review and consideration prior to the Board of Supervisors approving construction or any other physical activity on the potential facilities. Accordingly, because it can be seen with certainty that there is no possibility that the execution of the Agreement in question may have a significant effect on the environment, Section 15061(b)(3) applies.

Impact on Residents and Businesses

These flood control facilities are funded by ad valorem property tax revenue and entail no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion, these flood control facilities will (i) provide flood control and drainage improvements, (ii) provide adequate collection for the 100-year flow rates at the proposed collection points and (iii) reduce street and community flooding for the Good Hope area, allowing for potential future development.

Additional Fiscal Information

The engineer's estimate for the construction of this Project is estimated at \$19,172,000, however, the final amount of the construction contract will be determined by competitive bidding through the California Public Works Contract Process. The County will contribute 100 percent of the costs for (i) the street improvements on the unimproved sections of Mountain Avenue,

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Steele Peak Drive, Read Street and Quail Drive, (ii) the relocation of certain utilities in conflict with the Project and (iii) any contract change orders related to the street improvements and relocation of these utilities. The District is funding all design, construction and its construction inspection costs for the flood control facilities. 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 of the County maintained storm drain facilities located within the County right of way will accrue to the County. Future operation and maintenance costs of District maintained flood control facilities will accrue to the District.

ATTACHMENTS:

Vicinity Map

Cooperative Agreement



Jason Farin, Principal Management Analyst 1/2/2024



Aaron Gettis, Deputy County Counsel 12/20/2023

COOPERATIVE AGREEMENT
 Good Hope - Olive Avenue Storm Drain
 Project No. 4-0-00425

This Cooperative Agreement ("Agreement"), dated as of January 9, 2024, is entered into and between by the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Transportation Department, ("COUNTY"). DISTRICT and COUNTY are collectively referred to herein as "Parties" and individually as "Party". The Parties hereto agree as follows:

RECITALS

A. DISTRICT received petitions in 2017 from the members of the Good Hope community, located in the unincorporated areas of Riverside County, requesting a project to address several uncontrolled watercourses that significantly impacted their properties during the 2015 and 2017 storm events. Additionally, DISTRICT's database has records of several flooding issues in the Good Hope community since the 1980s; and

B. To address these concerns, DISTRICT has budgeted for and now plans to design and construct the Good Hope - Olive Avenue Storm Drain Project to (i) provide flood control and drainage improvements; (ii) provide adequate collection for the 100-year flow rates at the proposed collection points; and (iii) reduce street and community flooding for the Good Hope area, allowing for potential future development; and

C. Good Hope - Olive Avenue Storm Drain Project will commence northeast to the intersection of California State Highway Route 74 and Theda Street and consists of: (i) approximately 10,545 lineal feet of various reinforced concrete pipe storm drain systems, ranging in diameter from 42 inches to 90 inches and reinforced concrete box, (ii) approximately 5-acre

detention basin, and (iii) several inlet structures located outside of COUNTY right of way ("DISTRICT FACILITIES"). DISTRICT FACILITIES are shown on DISTRICT's Drawing No. 4-1193 (labeled as 'To Be Maintained By RCFC&WCD') and in concept in blue on Exhibit "A", attached hereto and made part thereof; and

D. Associated with the construction of DISTRICT FACILITIES, are the construction of various catch basins, swales, connector pipes and lateral storm drains that are 36 inches or less in diameter located within COUNTY rights of way and as shown on DISTRICT's Drawing No. 4-1193 (labeled as 'To Be Maintained By RCTD'), hereinafter called "APPURTENANCES"; and

E. Associated with the construction of DISTRICT FACILITIES are the relocation of certain utilities in conflict with DISTRICT FACILITIES and APPURTENANCES for which COUNTY cannot exercise the franchise authority to order relocation due to lack of prior rights ("FRANCHISE UTILITIES"); and

F. COUNTY desires DISTRICT to include as a part of its construction contract, certain road improvements on the unimproved sections of roads located along Steele Peak Drive, Read Street, and Mountain Avenue, which are along and near the alignment of DISTRICT FACILITIES and APPURTENANCES, including, but not limited to regrading to meet design profiles, paving, placement of dikes, construction of driveways, installation of signs, and placement of stripes, etc. ("COUNTY BETTERMENTS"). The scope of COUNTY BETTERMENTS shall be determined and mutually agreed upon by DISTRICT and COUNTY prior to advertising project.

G. Also associated with the construction of COUNTY BETTERMENTS are the relocation of certain utilities in conflict with COUNTY BETTERMENTS for which COUNTY cannot exercise the franchise authority to order relocation due to lack of prior rights ("COUNTY

UTILITIES"). Together, APPURTENANCES and COUNTY BETTERMENTS are hereinafter called COUNTY FACILITIES; and

H. Together, DISTRICT FACILITIES, FRANCHISE UTILITIES, COUNTY FACILITIES and COUNTY UTILITIES are hereinafter called "PROJECT"; and

I. A portion of DISTRICT FACILITIES will connect to the upstream end of COUNTY's existing culvert at California State Highway Route 74 and Theda Street. After construction and acceptance of PROJECT, COUNTY will be responsible for the maintenance of this culvert's structural integrity ("HIGHWAY 74 CULVERT STRUCTURAL INTEGRITY"), and DISTRICT will be responsible for the removal of this culvert's sediment and debris ("HIGHWAY 74 CULVERT DEBRIS REMOVAL"); and

J. COUNTY is willing to prepare, or cause to be prepared, the necessary plans and specifications for COUNTY BETTERMENTS and COUNTY UTILITIES, hereinafter called "COUNTY BETTERMENTS AND UTILITIES PLANS"; and

K. COUNTY desires DISTRICT to include the COUNTY BETTERMENT AND UTILITIES PLANS as part of its public works construction contract for PROJECT; and

L. COUNTY is willing to provide the following contributions towards PROJECT:

- i. One Hundred percent (100%) of the costs associated with any right of way acquisition, rights of entry documents and temporary construction easements associated with COUNTY BETTERMENTS ("BETTERMENTS ROW");
- ii. One Hundred percent (100%) of the lowest responsible construction contract bid price for COUNTY BETTERMENTS ("BETTERMENTS COSTS");

- iii. One Hundred percent (100%) of the lowest responsible construction contract bid price for the relocation of COUNTY UTILITIES ("UTILITIES COSTS");
- iv. One hundred percent (100%) of the cost associated with COUNTY BETTERMENTS items resulting from contract change orders ("BETTERMENTS CHANGE ORDERS");
- v. One hundred percent (100%) of the cost associated with COUNTY UTILITIES items resulting from contract change orders ("UTILITIES CHANGE ORDERS"). Together, BETTERMENTS COSTS, UTILITIES COSTS, BETTERMENTS ROW, BETTERMENTS CHANGE ORDERS and UTILITIES CHANGE ORDERS are collectively referred to as ("COUNTY CONTRIBUTION"); and

M. DISTRICT is willing to incorporate COUNTY BETTERMENTS AND UTILITIES PLANS as part of its construction contract for PROJECT, provided that COUNTY pays COUNTY CONTRIBUTION; and

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

O. The purpose of this Agreement is to memorialize the mutual understandings and obligations by and between DISTRICT and COUNTY with respect to funding, design, construction, inspection, ownership and operation and maintenance of PROJECT.

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.

2. Prepare or cause to be prepared, in collaboration with COUNTY, plans and specifications for PROJECT ("IMPROVEMENT PLANS") in accordance with applicable DISTRICT and COUNTY standards.

3. Obtain all necessary rights of way, rights of entry, easements, and encroachment permits as may be necessary to construct, inspect and maintain PROJECT.

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

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

6. Prior to advertising PROJECT for public works construction contract, provide COUNTY an opportunity to review BETTERMENTS ROW, as appropriate.

7. If applicable, invoice COUNTY for BETTERMENTS ROW prior to advertising PROJECT for a public works construction contract.

8. Advertise, award and administer a public works construction contract for PROJECT, including FRANCHISE UTILITIES PLANS and COUNTY BETTERMENTS AND UTILITIES PLANS.

9. Provide COUNTY with written notice that DISTRICT has awarded a construction contract for PROJECT. The written notice to COUNTY shall include a copy of the Contractor's actual bid documents for COUNTY BETTERMENTS and COUNTY UTILITIES, setting forth herein BETTERMENT COSTS and UTILITIES COSTS amount.

10. At the time of providing written notice of the award of a construction contract in Section I.9, invoice COUNTY (Attention: Transportation Department, Plan Check Section) for BETTERMENT COSTS and UTILITIES COSTS.

11. Within thirty (30) calendar days of awarding construction contract for PROJECT 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, or three percent (3%) of the contract bid price, less the value of the applicable project specific mitigation.

12. Prior to commencing construction for PROJECT, schedule and conduct a pre-construction meeting between DISTRICT, COUNTY and other affected entities. DISTRICT shall notify COUNTY at least twenty (20) calendar days prior to conducting the pre-construction meeting.

13. Furnish COUNTY, at the time of providing written notice for the pre-construction meeting, 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.

14. Construct or cause to be constructed PROJECT pursuant to a DISTRICT administered public works construction contract, in accordance with IMPROVEMENT PLANS approved by DISTRICT and COUNTY, and pay all costs associated therewith.

15. Keep an accurate accounting of all DISTRICT costs associated with the construction of COUNTY BETTERMENT and the relocation of COUNTY UTILITIES, plus any additional work approved in writing by COUNTY pursuant to Section III.5., and include the final accounting when invoicing COUNTY for COUNTY CONTRIBUTION. The final accounting of construction costs shall include a detailed breakdown of all costs, including but not limited to DISTRICT's costs associated with administering the construction contract, payment vouchers, COUNTY approved change orders and other such construction contract documents as may be necessary, to establish the actual cost of construction of COUNTY BETTERMENTS, and the relocation of COUNTY UTILITIES.

16. Inspect or cause to be inspected construction of PROJECT.

17. 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 COUNTY employees and/or agents on the site.

18. Require its construction contractor(s) to include COUNTY as an additional insured under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include COUNTY as a third-party beneficiary of any and all warranties of the contractor's work with regard to COUNTY FACILITIES.

19. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as COUNTY accepts ownership and responsibility for operation and maintenance of COUNTY FACILITIES as set forth in Section II.13.

20. Within two (2) weeks of completing PROJECT construction, provide COUNTY with written notice that PROJECT construction is substantially complete and request the following:

- i. Conduct a final inspection of COUNTY UTILITIES, at its sole cost and expense; and
- ii. Subsequently assume ownership and responsibility for operation and maintenance of COUNTY FACILITIES and HIGHWAY 74 CULVERT STRUCTURAL INTEGRITY.

21. Keep an accurate accounting of all PROJECT construction costs, plus any additional work approved in writing by COUNTY pursuant to Section III.5. and include this final accounting to COUNTY. The final accounting of construction costs shall include a detailed breakdown of all costs, including but not limited to DISTRICT's costs associated with administering the construction contract, payment vouchers, COUNTY-approved change orders and other such construction contract documents as may be necessary, to establish the actual cost of construction. The final cost associated with any COUNTY-approved change orders may exceed the amount initially invoiced, based on COUNTY-approved change orders to these elements of work, or COUNTY requested adjustments to these elements of work resulting in an increased final cost.

22. Upon completion of PROJECT construction, if applicable, invoice COUNTY for BETTERMENTS CHANGE ORDERS and UTILITIES CHANGES ORDERS as set forth in Section II.12.

23. Upon completion of PROJECT construction and settlement of any outstanding claims for PROJECT, provide COUNTY with a copy of DISTRICT's Notice of Completion.

24. Upon DISTRICT's acceptance of PROJECT construction as complete, provide COUNTY with a reproducible duplicate set of "record drawings" of IMPROVEMENT PLANS.

25. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES and HIGHWAY 74 CULVERT DEBRIS REMOVAL.

26. 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

COUNTY shall:

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

2. At sole cost and expense, prepare or cause to be prepared plans and specifications for COUNTY BETTERMENTS AND UTILITIES PLANS.

3. Review, comment and approve, as appropriate, IMPROVEMENT PLANS prior to DISTRICT's advertising PROJECT for public works construction contract bids.

4. Prior to DISTRICT's advertising PROJECT for public works construction contract bids, review, comment and approve BETTERMENTS ROW, as appropriate.

5. If applicable, within thirty (30) calendar days of receiving DISTRICT's invoice, pay DISTRICT for the BETTERMENTS ROW, as set forth in Section I.7.

6. By execution of this Agreement, grant DISTRICT all rights necessary to access, construct and inspect PROJECT within COUNTY rights of way or easements.

7. Issue, at no cost to DISTRICT or DISTRICT's contractor, the necessary encroachment permit(s) required to construct PROJECT.

8. Order the relocation of all utilities installed under COUNTY's permit or franchise authority within COUNTY rights of way which conflict with the construction of PROJECT.

9. At the time of providing written notice of the award of a construction contract and within thirty (30) calendar days of receiving DISTRICT's invoice, pay DISTRICT for BETTERMENTS COSTS and UTILITIES COSTS, as set forth in Section I.10.

10. Inspect PROJECT construction at its sole cost, but provide any comments to DISTRICT personnel who shall be solely responsible for all communications with DISTRICT's contractor(s) during the construction of PROJECT.

11. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete, conduct a final inspection of COUNTY FACILITIES.

12. If applicable, pay DISTRICT, within thirty (30) calendar days after receipt of DISTRICT's appropriate invoice, for BETTERMENTS CHANGE ORDERS and UTILITIES CHANGE ORDERS, as set forth in Section I.22.

13. Accept ownership and sole responsibility for the operation and maintenance of COUNTY FACILITIES and HIGHWAY 74 CULVERT STRUCTURAL INTEGRITY upon:

- i. Receipt of DISTRICT's Notice of Completion as set forth in Section I.23; and
- ii. Receipt of a reproducible duplicate set of "record drawings" of related plans for COUNTY FACILITIES as set forth in Section I.24; and

14. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within COUNTY 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 shall be performed at no cost to DISTRICT.

SECTION III

It is further mutually agreed:

1. 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 COUNTY in writing. The Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by COUNTY.

2. COUNTY BETTERMENTS shall, at all times, remain sole ownership and exclusive responsibility of COUNTY. Nothing herein shall be construed as creating any obligation or responsibility on the part of DISTRICT to operate or maintain COUNTY BETTERMENTS.

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

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

5. In the event COUNTY desires to include any additional work as part of PROJECT, COUNTY shall submit a written request to DISTRICT describing the additional work desired and agrees to pay DISTRICT for any agreed upon work requested. Payment for COUNTY-requested additional work shall be based upon actual quantities of materials installed at the contract unit prices bid or at the negotiated change order prices.

6. DISTRICT and COUNTY each pledge to cooperate in regard to the operation and maintenance of their respective facilities 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' facilities.

7. DISTRICT and COUNTY agree to indemnify each other as follows:

a. COUNTY shall indemnify, defend, save and hold harmless DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, caused by, based upon, arising out of or in any way relating to COUNTY's (including its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) negligence or willful misconduct 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 attorneys' fees; or (d) any other element of any kind or nature whatsoever.

b. DISTRICT shall indemnify, defend, save and hold harmless COUNTY (including its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent

contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, caused by, based upon, arising out of or in any way relating to DISTRICT's (including its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) negligence or willful misconduct 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 attorneys' fees; or (d) any other element of any kind or nature whatsoever.

- c. This indemnification provision shall survive termination or expiration of this Agreement until such a time as the statute of limitations shall run for any claims that may arise out of this Agreement.

8. Any waiver by DISTRICT or by COUNTY 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 COUNTY 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 COUNTY 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 III Section

**RIVERSIDE COUNTY
TRANSPORTATION DEPARTMENT**
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Attn: Benjie Cho
Transportation Department

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. 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.

16. 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.

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

January 9, 2024
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By Edwin Quinonez
for 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:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By ~~RYAN YABKO~~ Braden Holly
Deputy County Counsel

By Naomy Li
Deputy

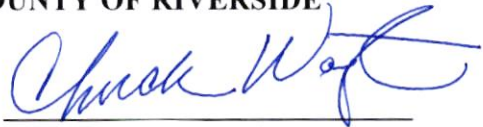
(SEAL)

Cooperative Funding Agreement with County Transportation
Good Hope - Olive Avenue Storm Drain
Project Nos. 4-0-00425
11/1/23
AMR:blm

RECOMMENDED FOR APPROVAL:

By 
PATRICIA ROMO
Director of Transportation

COUNTY OF RIVERSIDE

By 
CHUCK WASHINGTON Chairperson
Board of Supervisors

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By 
STEPHANIE K. NELSON
Deputy County Counsel

ATTEST:

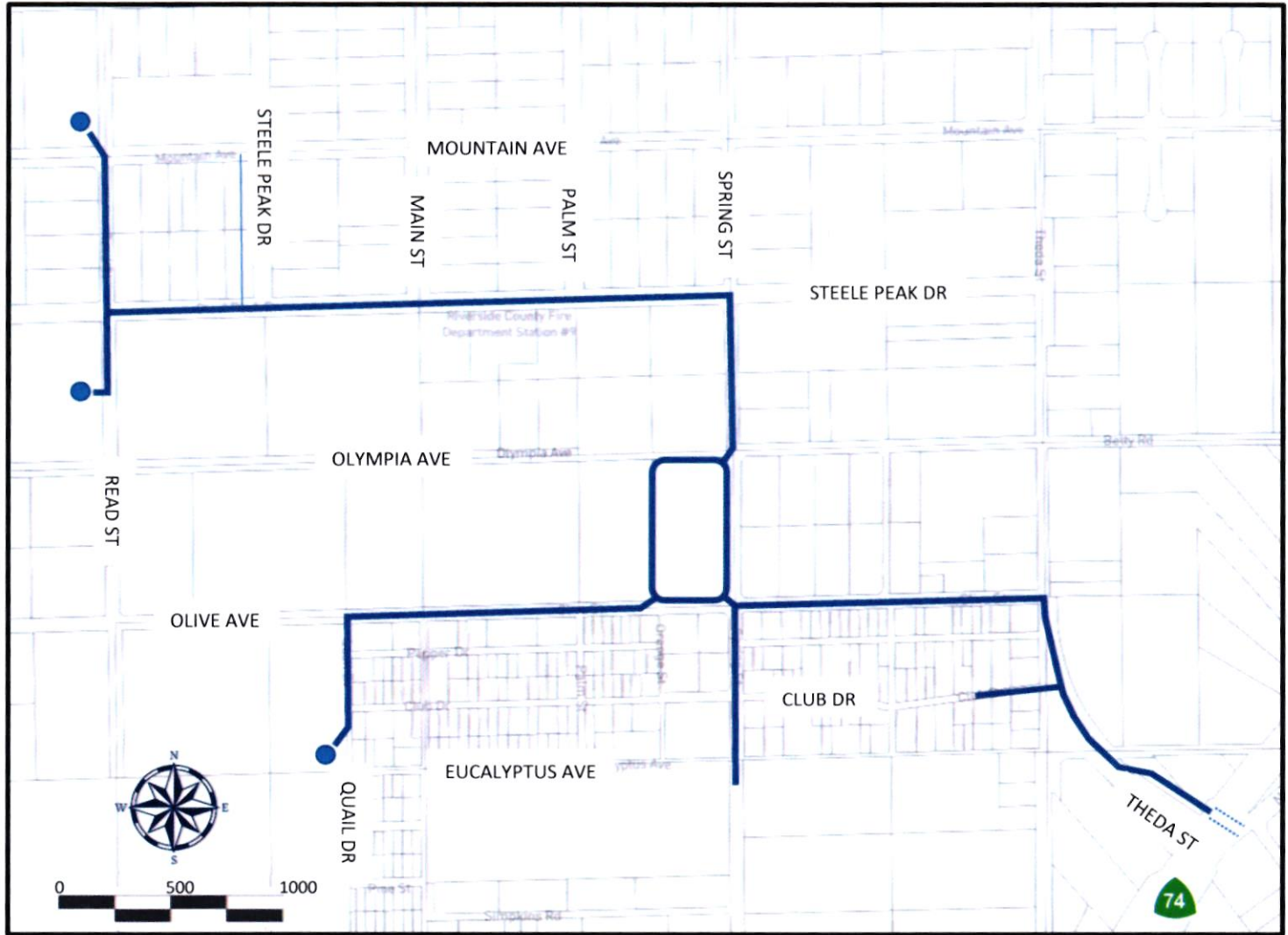
KIMBERLY RECTOR
Clerk of the Board

By 
Deputy

(SEAL)

Cooperative Funding Agreement with County Transportation
Good Hope - Olive Avenue Storm Drain
Project No. 4-0-00425
11/1/23
AMR:blm

EXHIBIT A



- TO BE MAINTAINED BY RCFC&WCD
- INLET STRUCTURE TO BE MAINTAINED BY RCFC&WCD
- - - EXISTING CULVERT
 - SEDIMENT AND DEBRIS REMOVAL BY RCFC&WCD
 - STRUCTURAL INTEGRITY MAINTAINED BY RCTD

COOPERATIVE AGREEMENT

GOOD HOPE - OLIVE STREET STORM DRAIN

PROJECT No. 4-0-00425