

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



ITEM: 11.3
(ID # 25266)

MEETING DATE:

Tuesday, July 02, 2024

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Master Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Riverside for Design, Construction, Inspection and Maintenance of Minor Drainage Facilities, CEQA Exempt, District 1. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that execution of the Master Cooperative Agreement ("Agreement") is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15262 and 15061(b)(3), the "Common Sense" exemption;
2. Approve the Agreement between the Riverside County Flood Control and Water Conservation District ("District") and the City of Riverside ("City");
3. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents on behalf of the District;
4. Approve the attached Project Description Exhibit ("PDE") substantially to form, and authorize the General Manager-Chief Engineer to execute the PDE(s), in substantially the same form as attached;
5. Authorize the General Manager-Chief Engineer or designee to approve, sign and execute any future non-substantive amendments to the 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;
6. Authorize the General Manager-Chief Engineer to terminate the PDE at his or her sole discretion in accordance with the terms and conditions in the Agreement; and
7. Direct the Clerk of the Board to return two (2) fully executed Agreements to the District.

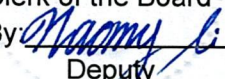
ACTION:Policy


Jason Driess, GENERAL MGR-CHIEF FLD CNTRL ENG 8/19/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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 Gutierrez
Nays: None
Absent: None
Date: July 2, 2024
xc: Flood

Kimberly A. Rector
Clerk of the Board
By 
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, 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: N/A			Budget Adjustment: No	
			For Fiscal Year: 24/25-28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Agreement sets forth the terms and conditions by which the District and City will share responsibilities associated with the inspection, construction, operation, repair, and maintenance of portions of certain flood control and drainage facilities within the City's jurisdiction.

The District enters into standalone cooperative agreements to define the roles and responsibilities of the agencies for each project, such as: funding, utility relocations, encroachment and haul permits, inspections, operations and maintenance. These standalone cooperative agreements require staff time and resources to implement through the respective governing bodies for each project in which (1) only minor drainage features are proposed within City jurisdiction, (2) no additional entities are required to be part of the cooperative agreement and (3) the project is not dependent on additional funding mechanisms or other terms requiring agencies' respective governing Board approval. For these specific projects, the City and District desire to enter into this Agreement to reduce administrative burden and associated expenses of processing separate cooperative agreements for each project. This Agreement will serve as a master agreement identifying the roles and responsibilities of the District and City.

In addition, this Agreement is applicable to all subsequent projects funded and constructed by the District and located within the City, including those within public right of way. Each PDE will include the following information: (1) describe project scope, (2) identify the operation and maintenance agency for each project feature located within the City either (a) as an attachment to PDE or (b) include the District drawing number of the improvement plans if the improvement plans identify the operation and maintenance agency for each project feature located within City jurisdiction, (3) include any additional terms unique to the project that will not require approval by the agencies' governing Board and (4) describe any specific considerations for the project. Each PDE shall be subject to the terms of this Agreement and shall become a part hereof upon full execution of the PDE by the District and City.

Upon construction completion of each project, each agency will assume operation and maintenance of their respective facility(ies) pursuant to the PDE. The attached Master Cooperative Agreement and Project Description Exhibit have been approved as to form by County Counsel and the City.

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

Environmental Findings

Pursuant to CEQA, execution of the Agreement is exempt from CEQA pursuant to State CEQA Guidelines section 15061(b)(3) (Common Sense Exemption), 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." Execution of the Agreement merely sets forth the terms and conditions by which the District and the City will work together to allocate responsibility for performing environmental review and designing potential facilities set forth in the Agreement and PDE. The Agreement also addresses those terms and conditions in the event a proposal for the facilities is later completed and approved by the District and the City, specifying the allocation of responsibility for ownership, construction, operation, and maintenance of the potential facilities as described in the Agreement. The Agreement does not authorize any construction or physical development. Such development, if it occurs at all, will be the result of subsequent actions subject to CEQA prior to construction. Execution of the Agreement would not have a legally binding effect on any future actions or decisions on project alternatives, as the Agreement is merely for planning purposes and does not dictate or approve any subsequent actions or projects. Accordingly, because it can be seen with certainty that there is no possibility that the execution of the subject Agreement may have a significant effect on the environment, Section 15061(b)(3) is an appropriate exemption.

Impact on Residents and Businesses

The proposed action entails no new fees, taxes or bonded indebtedness to residents or businesses. As stated previously, this Master Agreement will improve efficiency by reducing administrative costs associated with execution of future standalone cooperative agreements that will ultimately (i) provide flood control and drainage improvements, (ii) provide adequate collection for the 100-year flow rates, including projects that provides the 10-year protection, and (iii) reduce street and community flooding in the City, thereby protecting residences and businesses.

Additional Fiscal Information

This agreement establishes the roles and responsibilities of the District and the City of Riverside for future District-led construction projects within the City. This agreement does not commit any funding toward any individual construction projects. Each construction project pursued by the District will be brought to the Board for subsequent approval. The District will ensure sufficient funding is secured for each project prior to construction contract award.

ATTACHMENTS:

1. Vicinity Map
2. Master Cooperative Agreement
3. Project Description Exhibit

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

AMR:blj
P8/256464



Jason Farin, Principal Management Analyst 6/26/2024



Aaron Gettis, Chief of Deputy County Counsel 6/21/2024

MASTER COOPERATIVE AGREEMENT

CITY OF RIVERSIDE
AND
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

FOR

DESIGN, CONSTRUCTION, INSPECTION AND MAINTENANCE
OF
MINOR DRAINAGE FACILITIES

July 2, 2024

MASTER COOPERATIVE AGREEMENT

This Master Cooperative Agreement ("AGREEMENT") dated as of _____, 2024 is entered into by and between the City of Riverside, a municipal corporation ("City") and the Riverside County Flood Control and Water Conservation District, a body politic ("District") regarding flood control and drainage facilities within City's jurisdiction. City and District may be referred to individually as "Agency" and collectively as "Agencies". The Agencies hereto agree as follows:

RECITALS

A. Background. In western Riverside County, District takes the lead on the funding, design, construction, operation and maintenance of certain Regional Drainage Infrastructure projects ("Project") as approved by District's Board of Supervisors when a Project is (1) incorporated into District's budget, (2) advertised for public bidding and (3) awarded to the lowest responsible bidder. These Projects commonly also include "Local Drainage Features" such as smaller pipes and inlets, as well as other City betterments as requested by City. Typically, District enters into a standalone cooperative agreement to define the roles and responsibilities of the Agencies for each Project. These cooperative agreements cover topics such as: funding, utility relocations, encroachment and haul permits, inspections, operations and maintenance. In most cases, the terms of the cooperative agreements are nearly identical, but take staff time and resources to execute through the respective governing bodies for each Project.

B. Purpose. This AGREEMENT will serve as a master agreement to identify the roles and responsibilities of District and City associated with the inspection, construction, operation, repair, and maintenance of portions of certain flood control and drainage facilities, known as "Regional Drainage Infrastructure" and Local Drainage Features, located within City's jurisdiction. This AGREEMENT will serve in lieu of standalone cooperative agreements for most scenarios that meet the requirements identified in this AGREEMENT.

C. Scope. This AGREEMENT is applicable to all subsequent Projects funded and constructed by District and located within City, including those within public right of way. This AGREEMENT incorporates general definitions, terms and conditions that apply to all such Projects, however, each Project constructed by District will still require the development and execution of a Project Description Exhibit ("PDE"), the form of which is attached hereto as Exhibit "A". Each PDE will incorporate the following information: (1) describe Project scope, (2) identify the operation and maintenance Agency for each Project feature located within City either (a) as an attachment to PDE, or (b) include District drawing number of the improvement plans if the improvement plans identify the operation and maintenance Agency for each Project feature located within City jurisdiction, (3) include any additional terms unique to Project which will not require approval by the Agencies governing Board and (4) describe any specific considerations for Project. Each PDE shall be subject to the terms of this AGREEMENT and shall become a part hereof upon full execution of PDE by Agencies. Each PDE shall be executed by Agencies. District's General Manager-Chief Engineer shall be authorized to sign each PDE on behalf of District and City's City Manager shall be authorized to sign each PDE on behalf of City. No PDE provisions shall be revised without written mutual agreement by Agencies.

D. Consideration. The execution of standalone cooperative agreements becomes an administrative burden on the Agencies for Projects in which (1) only minor drainage features are proposed within City jurisdiction, (2) Project does not require additional entities to be part of the cooperative agreement, and (3) Project is not dependent on additional funding mechanisms or other terms requiring Agencies respective governing Board approvals. For these specific Projects, City and District desire to enter into a master agreement, this AGREEMENT, to reduce administrative burden and associated costs of processing standalone cooperative agreements for each specific Project.

Now, therefore, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Agencies hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this AGREEMENT and as follows:

SECTION I

A. Definitions - The following definitions shall apply within AGREEMENT and subsequent PDEs executed as part of this AGREEMENT:

- **Catch Basin(s) or Inlet(s)** – A curb inlet, grated inlet, or drop inlet designed to intercept surface storm flows and convey them into a Connector Pipe, Storm Drain, Channel or Basin.
- **Channel(s)** – An engineered stormwater conveyance facility that is constructed at-grade, and open to the air. Typically, Channels are rectangular or trapezoidal in cross section and may be constructed of a combination of concrete, rock, earth or other stabilization measures. Most Channels constructed by District within District right of way shall be considered Regional Drainage Infrastructure and therefore a "District Facility."
- **City Betterments** - Certain betterments requested by City located in the vicinity of Project but outside the original scope of Project, including, but not limited to added street paving outside of trench limits, horse trails, sidewalks, landscaping, Americans with Disabilities Act ("ADA") ramps, curbs, gutters, fencing, sidewalks, permanent traffic devices, etc. City Betterments shall be funded, owned, operated and maintained by City.
- **City Facility or City Facilities** – Facilities that are to be owned, operated and maintained by City as identified in an executed PDE and constructed by

District in accordance with this AGREEMENT. City Facilities generally include the following, unless otherwise specified:

- Storm Drains, Connector Pipes, both of which are 36-inch and under in diameter or equivalent cross-sectional area, or those which are greater than 36-inch in diameter or equivalent cross-sectional area and are not recognized by District as a Regional Drainage Infrastructure.
 - Catch Basins and Inlets within City right of way.
 - Road Bridges serving public roads or City right of way.
 - Road Culverts, excluding the hydraulic capacity of those which are an inline feature of the Regional Drainage Infrastructure.
 - Roadside Swales, Channels or other surface features that convey stormwater to a Catch Basin or Inlet and are not recognized by District as a Regional Drainage Facility.
 - Public roads and appurtenances such as paving, curb, gutter, cross gutters, sidewalks, streetlights, signs, signals, guard rails and manhole rims etc.
 - Other Facilities as identified in an executed PDE for City ownership, operation and maintenance.
- **City Jurisdiction – Located within the boundaries of City of Riverside.**
 - **City right of way – Any right of way owned by City in either fee, easement, lease, permit or otherwise that allows City ingress or egress rights for the purpose of construction, operation and maintenance. This includes public right of ways.**

- **Connector Pipe(s)** – An underground pipe or box storm drain that conveys flows from a Catch Basin or Inlet to a Storm Drain, Channel or Basin.
- **District Facility or District Facilities** - Facilities that are to be operated and maintained by District as identified in an executed PDE and constructed by District in accordance with this AGREEMENT. District Facilities generally include but are not limited to the following, unless otherwise specified:
 - Storm Drains and Connector Pipes larger than 36-inch in diameter or equivalent cross-sectional area and that are interconnected with City Facilities.
 - Catch Basins and other inlets within District right of way.
 - Road Culvert hydraulic capacity for those which are in line with District owned Regional Drainage Infrastructure.
 - Channels constructed as Regional Drainage Infrastructure.
 - Regional Detention Basins, Regional Debris Basins, Regional Dams constructed as Regional Drainage Infrastructure.
 - Other Facilities as identified in an executed PDE for District ownership, operation and maintenance.
- **District right of way** - Any right of way owned by District in either fee, easement, lease, permit or otherwise that allows District ingress or egress rights for the purpose of operation and maintenance. Unless otherwise specified in PDE, all Project features that are constructed with District right of way are District Facilities.

- **Facility/Facilities** - An infrastructure constructed by District under public works contract as identified on Improvement Plans.
- **Improvement Plans** – Engineering drawings, specifications and estimates for PDE prepared in accordance with the applicable District and City standards for the proposed Regional Drainage Infrastructure and City Facilities and, if applicable to PDE and City Betterments.
- **Multiple Species Habitat Conservation Plan ("MSHCP")** – The Western Riverside County Regional Conservation Authority costs associated with the current implementing agreement for MSHCP, which is either the lesser of (i) three percent (3%) of the lowest responsible bid price, or (ii) three percent (3%) of lowest responsible bid price less the value of applicable project-specific mitigation.
- **Project(s)** – A Regional Drainage Infrastructure undertaken by District within City limits. Such a project may include a combination of District Facilities, City Facilities and, if applicable, City Betterments as shown on them Improvement Plans to be constructed by District as part of a District administered public works contract.
- **Road Culvert(s) or Road Bridge(s)** – An underground storm drain, whose primary function is to convey stormwater flows across a road right of way below the traveled way.
- **Regional Debris Basin(s)** – An open basin constructed as an inline component with the Regional Drainage Infrastructure to prevent entry of and clogging by debris or sediment.

- **Regional Detention Basin(s)** – A drainage detention facility that includes 100-year route down basins or provides flood protection for multiple Projects. A Regional Detention Basin does not include water quality basins or basins located on private property.
- **Regional Dam(s)** – An earthen, rock lined, or concrete barrier constructed to detain regional storm water and release such water at a controlled rate to provide flood protection to the properties located downstream of the barrier. Regional Dams are sometimes regulated by Division of Safety of Dams.
- **Regional Drainage Infrastructure** – A District operated and maintained Storm Drain, Channel, Regional Detention Basin, Regional Debris Basin or Regional Dam that is identified in a District-maintained master drainage plan or designated by District as a facility that is serving large regional areas. Typically, Regional Drainage Infrastructure will include the 'backbone' or mainline drainage facilities into which smaller local neighborhood scale systems will drain.
- **Regulatory Permits** – All necessary permits, approvals, licenses or agreements required by any federal, state and local resource or regulatory agencies pertaining to a Project. Such documents may include, but are not limited to, a Section 404 permit issued by the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification issued by the California Regional Water Quality Control Board ("CRWQCB"), a Streambed Alteration Agreement issued by the California Department of Fish and Wildlife, and a National Pollutant Discharge Elimination System Permit issued by the State Water Resources Control Board or CRWQCB and Western Riverside County Regional Conservation Authority.

- **Storm Drain(s)** – An underground stormwater drainage facility, typically a pipe or box.
- **Swale(s)** – A roadside ditch of a trapezoidal or "V" section typically of shallow depth and located outside the shoulder but within the public right of way or an accepted drainage easement to collect and convey street surface waters.

SECTION II

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 described in PDE.
2. Prepare or cause to be prepared the Improvement Plans.
3. Prior to advertising Project, submit Improvement Plans to City for its review and approval, as appropriate.
4. Advertise, award, and administer a public works construction contract to the lowest responsible construction contract bid price for Project, in accordance with the applicable provisions of the California Public Contract Code.
5. Prior to commencing construction, secure all necessary Regulatory Permits for the construction, inspection, operation and maintenance of Project.
6. Prior to commencing construction, secure any necessary right of way, rights of entry, temporary construction easements necessary to construct, inspect, operate and maintain the Project.
7. Within thirty (30) business days of awarding Project construction contract, pay the applicable MSHCP fees, if applicable.

8. Provide City with two (2) weeks' advance written notice of District's intent to award a construction contract for Project including City's portion of Project Cost for City Betterments.
9. Issue an invoice to City for one hundred percent (100%) of the construction cost of City Betterments and required MSHCP costs in proportion of City Betterments, as described in PDE.
10. Prior to commencing Project construction, schedule and conduct a pre-construction meeting between District, City and other affected entities.
11. Furnish City, at the time of providing written notice for the pre-construction meeting, with an estimated construction schedule.
12. Require its construction contractor(s) to include City as an additional insured under the liability insurance coverage for Project and require its construction contractor(s) to include City as a third-party beneficiary of any and all warranties of the contractor's work for Project.
13. 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 on the site.
14. Construct or cause to be constructed Project pursuant to a District administered public works construction contract in accordance with District and City approved Improvement Plans.
15. Inspect or cause to be inspected, construction of Project. District will allow City personnel to observe and inspect construction of City Facilities and City Betterments, if applicable, at City's sole cost and expense. Based on any comments provided by City from these inspections and as District deems appropriate, 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.

16. Provide City within two (2) weeks of Project completion, the written notice that Project construction is substantially complete and request that City conduct or cause to be conducted a final inspection of all City Facilities and City Betterments, if applicable, identified in PDE for City ownership, operation and maintenance, as well as the repair of existing City-owned infrastructure affected by the Project.

17. After City's final inspection and prior to District's issuance of a Notice of Completion, if City identifies and District deems appropriate, correct or cause to be corrected any conditions not in compliance with the Improvement Plans.

18. Upon District's acceptance of Project construction as complete, (i) provide City with a copy of District's Notice of Completion, (ii) provide City with a reproducible duplicate set of "record drawings" or "as-built drawings" of the related plans for City Facilities, and (iii) if applicable, transfer at no cost to City any rights of way necessary for City to operate and maintain City Facilities, and (iv) issue invoice to City for one hundred percent (100%) of any authorized change orders for City Betterments.

19. Accept ownership and sole responsibility for the operation and maintenance of District Facilities.

20. 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 related to the design and construction of the Project, and for operation and maintenance of District Facilities.

SECTION III

CITY shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
2. Provide District with the scope and plans for any City Betterments, if applicable, as set forth in Section IV.3.
3. Review and approve Improvement Plans related only to City Facilities and City Betterments prior to District's advertising Project for construction bids.
4. Grant District, by execution of PDE, all rights necessary to access, construct and inspect Project, and subsequently maintain District Facilities as described in PDE within City right of way.
5. Issue, at no cost to District or District's contractor(s), the necessary encroachment permit(s) required to perform potholing, geotechnical investigations, inspections, and construction of Project pursuant to its rules and regulations and comply with all provisions set forth therein.
6. Relocate or cause to be relocated, at its sole cost and expense, all conflicting utilities owned by City, installed by permit or franchise authority within City right of way which conflict with the construction of Project, except City-owned gravity sewer systems.
7. Review construction costs and provide within one (1) week acceptance prior to District proceeding with construction.
8. If applicable, within thirty (30) days of receiving District's invoices to City, continue to pay District one hundred percent (100%) of the construction cost of City Betterments (including any mutually authorized change orders) and any required MSHCP costs (per 13.4 (b))

of MSHCP Implementing Agreement) in proportion of City Betterments cost, and as described in PDE.

9. Upon receipt of District's written notice that Project construction is substantially complete, conduct or cause to conduct a final inspection of City Facilities and City Betterments, if applicable. City shall not directly request or authorize any change orders for the Project to District's contractor(s) based on these inspections. Based on any comments provided by City from these inspections and as District deems appropriate, 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.

10. Accept ownership and sole responsibility for the operation and maintenance of City Facilities and City Betterments, if applicable, upon: (i) receipt of District's Notice of Completion for Project; and (ii) receipt of a reproducible duplicate set of "record drawings" of plans for City Facilities and City Betterments, if applicable.

11. If applicable, accept the responsibility for maintaining the structural integrity of Road Bridges and Road Culverts.

12. Upon District acceptance of Project construction as being complete, accept sole responsibility for the any future adjustment of all Project manhole rings and covers located within City right of way and City Jurisdiction as may become necessary when 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 IV

It is further mutually agreed:

1. This AGREEMENT covers only those PDEs which are fully executed within five (5) years from the effective date of AGREEMENT described on Page 1. A fully executed PDE is a PDE which is signed by all Parties. If PDE is signed on more than one date, then the last date PDE is signed by a Party shall be the date PDE is fully executed.

2. Except as otherwise provided herein, all construction work related to City Facilities and City Betterments shall be inspected by City and all construction work related to Project shall be inspected by District. Project shall not be deemed complete until approved and accepted as complete by District.

3. The scope of City Betterments shall be determined and mutually agreed upon by District and City in each PDE prior to advertising Project. If District agrees to incorporate City Betterments, City shall (i) provide District with the applicable set of plans, specifications and appropriate environmental determination documents to District prior to District advertising Project, and (ii) reimburse District for one hundred percent (100%) of the construction (including change orders) for City Betterments in accordance with the terms and timelines described in this AGREEMENT. District shall include City Betterments as part of District's Improvement Plans for PDE. District may be unable to accommodate a request for City Betterments in a PDE including, but not limited to, the following circumstances: if the proposed City Betterments are not covered by the applicable regulatory clearances and permits, if City requests any proposed City Betterments after the advertise or award of Project by District, and/or if the proposed City Betterments would constitute a change order that exceeds the scope of the work or costs authorized by District's Board of Supervisors.

4. At City's sole cost and expense, City personnel may observe and inspect all work being done on City Facilities and City Betterments but shall provide any comments to District

personnel, or District's construction manager, who shall be solely responsible for all communications with District's construction contractor(s) related to Project.

5. City and District each pledge to cooperate in regard to the design, construction, inspection, operation and maintenance of their respective drainage 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 other Agency's Drainage Facilities.

6. District or District's Contractor 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) willful negligence 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 proximately caused by District.

7. City shall indemnify, defend, and hold harmless District and County of Riverside (including their respective Agencies, Districts, Special Districts and Departments and their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, contractors, agents and representatives) (individually and collectively hereinafter referred to as "Indemnitees") from any liability, action, claim or damage whatsoever, based or asserted upon any acts, omissions, or services of City (including its respective directors, officers, Board of Supervisors, elected and appointed officials, employees, contractors, agents and representatives) (collectively "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. City, at its sole expense, shall defend the Indemnitees, including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such alleged acts or omissions.

8. With respect to any action or claim subject to indemnification herein, the indemnifying Agency shall, at its sole cost, have the right to use counsel of their own choice and may adjust, settle or compromise any such action or claim only with the prior consent of the other Agency; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes the indemnifying Agency's indemnification to the indemnified Agency as set forth herein.

9. The indemnifying Agency's obligations hereunder shall be satisfied when it has provided to the other Agency the appropriate form of dismissal relieving the other Agency from any liability for the action or claim involved.

10. 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 the indemnifying Agency from indemnifying the other Agency to the fullest extent allowed by law.

11. Any waiver by District or City of any breach by the other Agency of any provision of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of District or City to require exact, full and complete compliance with any of the provisions of this AGREEMENT shall not be construed as in any manner changing the terms hereof or estopping District or City from enforcing this AGREEMENT.

12. 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.

13. 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 Agencies hereto for the purpose of enforcing a right or rights provided for by this AGREEMENT shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Agencies hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. Neither City nor District shall assign this AGREEMENT without the written consent of the other Agency. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

15. This AGREEMENT is made and entered into for the sole protection and benefit of the Agencies hereto. No other person or entity shall have any right of action based upon the provisions of this AGREEMENT. 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. Any and all notices sent or required to be sent to the Agencies 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: Contract Services Section

CITY OF RIVERSIDE
3900 Main Street
Riverside, CA 92501
Attn: Public Works Director

17. This AGREEMENT is the result of negotiations between the Agencies 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.

18. The obligations of District are limited by and contingent upon the availability of District funds for District's financial contribution towards Project as identified in a PDE. In the event that such funds are not forth coming for any reason, District shall immediately notify City in writing. The related PDE shall be deemed terminated and have no further force and effect immediately upon receipt of District's notification by City.

19. This AGREEMENT, the Exhibits incorporated hereto, and each subsequently executed and incorporated PDE constitute the entire agreement between District and City 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 or written, between District and City with respect to the items set forth in the AGREEMENT and in subsequent PDE(s).

20. This AGREEMENT may be amended or modified only upon the written consent of the Agencies hereto. No alternation or variation of the terms of this AGREEMENT

shall be valid unless made in writing and signed by both Agencies and no oral understanding or agreement not incorporated herein shall be binding on either Agency hereto.

21. 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 Agency 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 Agencies further agree that the electronic signatures of the Agencies 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 Agencies in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Agency using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Agencies. 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.

//

//

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT
on July 02, 2024
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,
a body politic**

By J. Uhley
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:

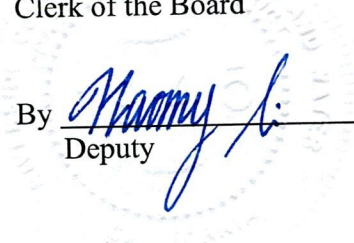
ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By KB
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By Mummy Li
Deputy



(SEAL)

[Signed in Counterpart]

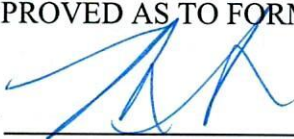
Master Cooperative Agreement
with City of Riverside
AMR:RSM:blj
04/25/24

RECOMMENDED FOR APPROVAL:

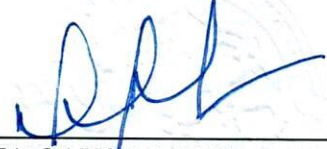
**CITY OF RIVERSIDE,
a municipal corporation**

By 
MIKE FUTRELL
City Manager

APPROVED AS TO FORM:

By 
RUTHANN M. SALERA
Deputy City Attorney

ATTEST:

By 
DONESIA GAUSE, MMC
City Clerk

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
ASSISTANT CHIEF FINANCIAL OFFICER

(SEAL)

Master Cooperative Agreement
with City of Riverside
AMR:RSM:blj
04/25/24

EXHIBIT A

Project Description Exhibit No:

Project Name:

Project Number:

District Drawing No:

This Project Description Exhibit (PDE) is entered into this XX day of Month 20XX, by and between the Riverside County Flood Control and Water Conservation District ("District") and City of Riverside ("City"), pursuant to the provisions of the Master Cooperative Agreement ("Master Agreement") dated Month XX, 20XX, which is incorporated herein by reference, and all terms and definitions contained in the Master Agreement shall apply to this PDE.

1. PROJECT DESCRIPTION AND USE

Describe the Project and refer to the exhibits showing all proposed facilities.

2. MAINTENANCE ROLES

Describe the maintenance responsibilities of each entity.

3. ESTIMATED COST

Describe the estimated costs including authorized change order details.

4. OTHER REQUIREMENTS

Add Utility and Betterments information here as needed.

- a. Utilities:
- b. Betterments:
- c. Other:

Add information with respect to other work/betterments to be completed by City, if applicable.

5. PROJECT SPECIFIC CONSIDERATION

Describe the purpose of the Project and any project specific considerations.

EXHIBIT A

6. PERSONNEL

The City's representative who is responsible for the Project can be contacted at:

Name:
Title:
Entity:
Address:
Email:
Phone No.:

The District's representative who is responsible for the Project can be contacted at:

Name:
Title:
Entity:
Address:
Email:
Phone No.:

//
//

EXHIBIT A

IN WITNESS WHEREOF, the Parties acknowledge that they understand and agree to all of the above terms in this Project Description Exhibit on the day and year first above written.

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

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

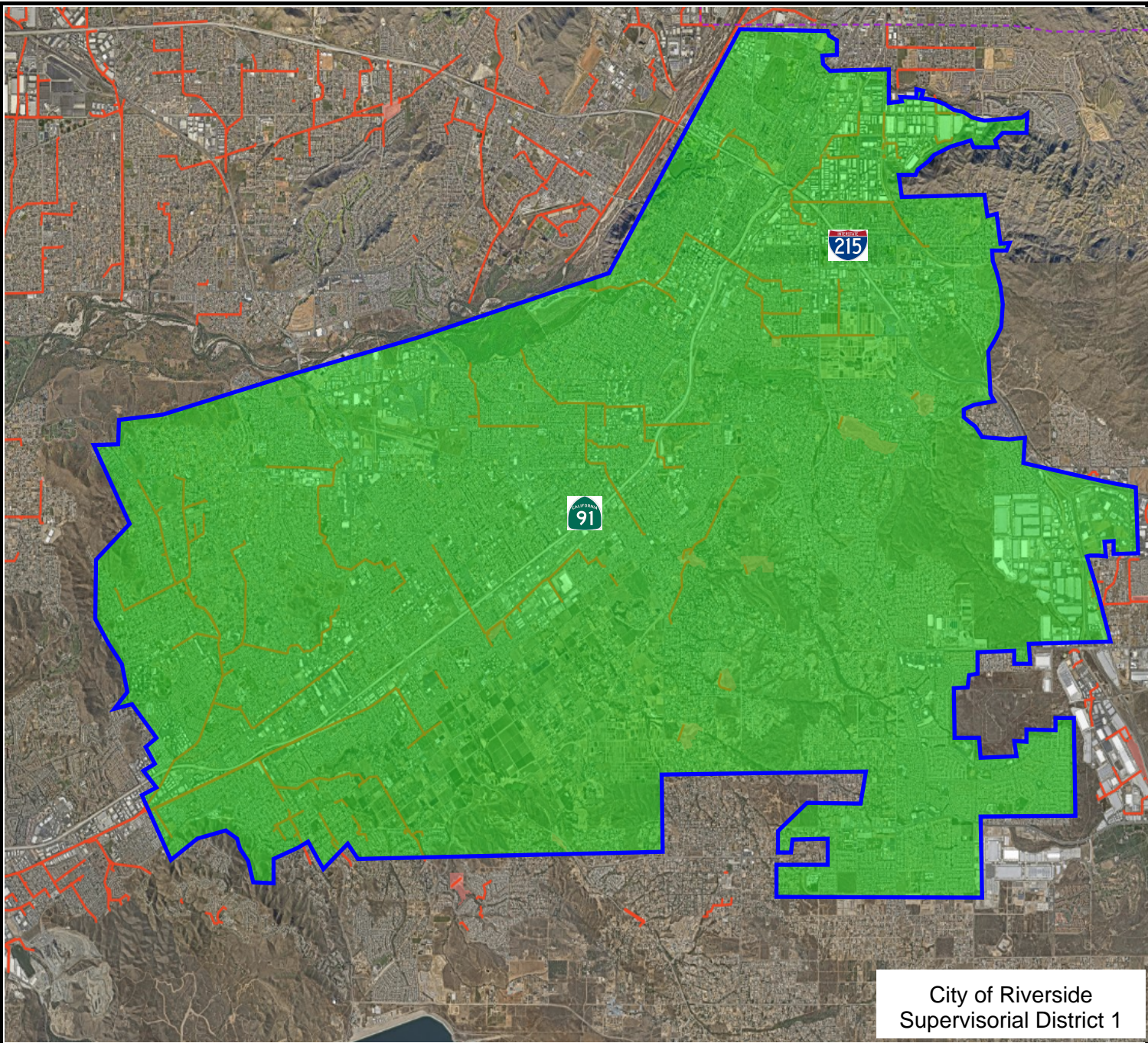
Date: _____

CITY OF RIVERSIDE

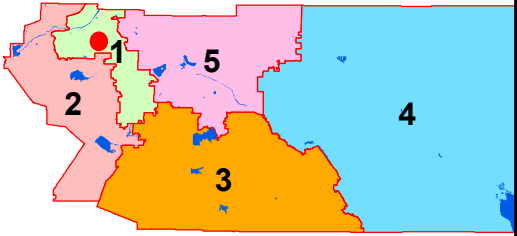
By: _____
Director of Public Works/City Manager

Date: _____




Project Description Exhibit No:
Project Name:
Project No:
District Drawing No:
XX/XX/20XX
RSM:



City of Riverside
Supervisorial District 1



Legend

-  Project Vicinity
-  Existing Facilities
-  Supervisorial District

Description

Design, Construction, Inspection and Maintenance of Minor Drainage Facilities
City of Riverside



VICINITY MAP

