

COOPERATIVE AGREEMENT

Bedford Canyon Channel, Stage 1
Project No. 2-0-00253

This Cooperative Agreement ("Agreement"), dated as of _____, 2024, is entered into by and between 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 individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereto hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for and plans to design and construct the Bedford Canyon Channel, Stage 1 ("BEDFORD CHANNEL STAGE 1") as shown on DISTRICT Drawing No. 2-0501. Upon construction completion, BEDFORD CHANNEL STAGE 1 will (i) safely convey 100-year peak storm flows from Caltrans rights of way to the existing Temescal Canyon Road; and (ii) reduce breakout, erosion, and sediment generated in the wash; and

B. CITY currently owns, operates, and maintains the existing concrete channel portion of Bedford Canyon Wash Channel ("BEDFORD CANYON WASH"), as shown in 'magenta' on Page 2 of Exhibit "A", attached hereto and made apart hereof. CITY intends to transfer to DISTRICT, portions of BEDFORD CANYON WASH, as shown in 'red' on Page 1 of Exhibit "A", including the riprap channel downstream of BEDFORD CANYON WASH and upstream of APN's 279-470-030 and 279-470-022, as shown in 'green' on Page 1 of Exhibit "A", and as shown on CITY Drawing No. 03-097SD; and

C. BEDFORD CHANNEL STAGE 1 consists of (a) approximately 2,206 lineal feet of concrete trapezoidal channel and rock-lined trapezoidal channel with soft-bottom invert and maintenance access roads; (b) reconstruction of portion of BEDFORD CANYON WASH, upstream of Temescal Canyon Road, as shown in concept in 'red' on Page 1 of Exhibit "A"; and (c) various associated drainage features including but not limited to: junction structures, concrete

lined channels, maintenance access roads, riprap and grade control structures. At the downstream terminus, BEDFORD CHANNEL STAGE 1 will connect to the upstream face of Temescal Canyon Road as shown on DISTRICT's Drawing No. 2-0501; and

D. CITY owns and operates the channel structure and abutments underneath Temescal Canyon Road Bridge and Temescal Canyon Road, which are hereinafter called "EXISTING CITY FACILITIES", as shown in orange on Exhibit "B", attached hereto and made apart hereof. CITY will be responsible for the structural integrity of EXISTING CITY FACILITIES; and

E. DISTRICT and CITY acknowledge it is in the best interest of the public to proceed with the construction of BEDFORD CHANNEL STAGE 1 at the earliest possible date; and

F. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to the construction, inspection, ownership, operation and maintenance of BEDFORD CHANNEL STAGE 1.

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

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 BEDFORD CHANNEL STAGE 1.

2. Prepare or cause to be prepared, plans and specifications for BEDFORD CHANNEL STAGE 1, hereinafter called "IMPROVEMENT PLANS", in accordance with the applicable DISTRICT and CITY standards.

3. Prior to advertising BEDFORD CHANNEL STAGE 1 for public works construction contract bids, submit IMPROVEMENT PLANS to CITY for its review and approval, as appropriate.

4. Advertise, award, and administer a Public Works construction contract of the bids for BEDFORD CHANNEL STAGE 1 pursuant to the applicable provisions of the California Public Contract Code.

5. Prior to commencing construction, secure all necessary permits, approvals or agreements required by any federal, state, and local resource or regulatory agencies pertaining to BEDFORD CHANNEL STAGE 1. 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, an Encroachment Permit from the California Department of Transportation (if applicable), 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 ("PERMITS").

6. Prior to commencing construction, secure all necessary rights of way, rights of entry, temporary and permanent construction easements necessary to construct, inspect, operate and maintain BEDFORD CHANNEL STAGE 1. DISTRICT shall obtain CITY's assistance in vacating CITY held easements on certain portions of APNs 279-530-030 and 279-240-020 as shown in 'red' on Page 1 of Exhibit "A" and acquiring right of way as shown in 'green' on Page 1 of Exhibit "A".

7. Within thirty (30) days of awarding BEDFORD CHANNEL STAGE 1 construction contract, pay the Western Riverside County Regional Conservation Authority the costs associated with the Multiple Species Habitat Conservation Plan ("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.

8. Provide CITY with written notice once DISTRICT has awarded a construction contract for BEDFORD CHANNEL STAGE 1.

9. Prior to commencing BEDFORD CHANNEL STAGE 1 construction, schedule a pre-construction meeting between DISTRICT, CITY, and other affected entities.

10. Furnish CITY, at the time of providing written notice for the pre-construction meeting as set forth in Section I.9., with an estimated construction schedule which shall show the order and dates in which DISTRICT or DISTRICT's contractor proposes to carry out the various parts of work, including estimated start and completion dates.

11. Require its construction contractor(s) to include CITY as an additional insured under the liability insurance coverage for BEDFORD CHANNEL STAGE 1 and require its construction contractor(s) to include CITY as a third-party beneficiary of any and all warranties of the contractor's work.

12. 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.

13. Construct or cause to be constructed BEDFORD CHANNEL STAGE 1 pursuant to a DISTRICT administered public works construction contract in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

14. Inspect or cause to be inspected, construction of BEDFORD CHANNEL STAGE 1.

15. Provide CITY within two (2) weeks of BEDFORD CHANNEL STAGE 1 completion, the written notice that BEDFORD CHANNEL STAGE 1 construction is substantially complete and request that CITY conduct or cause to conduct a final inspection of BEDFORD CHANNEL STAGE 1.

16. Upon completion of BEDFORD CHANNEL STAGE 1 construction (i) accept the right of way as shown in 'green' on Page 1 of Exhibit "A", downstream of Temescal Canyon Road from the CITY; (ii) assume responsibility for removal of sediment and debris (conveyance) from BEDFORD CANYON WASH underneath Temescal Canyon Road Bridge as shown in concept in 'orange' on Exhibit "B" and (iii) assume operation and maintenance of the remainder of the existing BEDFORD CANYON WASH and BEDFORD CHANNEL STAGE 1 encompassed by the cross-hatched area in 'blue' on Exhibit "B".

17. Prior to acceptance of BEDFORD CHANNEL STAGE 1, record all conveyance documents provided by the CITY described in Section II.4.

18. Accept ownership and sole responsibility for the operation and maintenance of BEDFORD CHANNEL STAGE 1 as shown on IMPROVEMENT PLANS.

19. Upon DISTRICT's acceptance of BEDFORD CHANNEL STAGE 1 construction as complete, provide CITY with a copy of DISTRICT 's Notice of Completion as set forth in Section I.15.

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.

SECTION II

CITY shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA for BEDFORD CHANNEL STAGE 1.
2. At its sole cost and expense, review and approve, as appropriate, IMPROVEMENT PLANS prior to DISTRICT's advertising BEDFORD CHANNEL STAGE 1 for construction bids.
3. Grant DISTRICT, by execution of this Agreement, all rights necessary to access, construct and inspect BEDFORD CHANNEL STAGE 1 within CITY rights of way or easements.
4. Prior to DISTRICT advertising BEDFORD CHANNEL STAGE 1 for construction bids, vacate easements per instruments 2011-154132 and 2004-1015897 as shown in 'red' on Page 1 of Exhibit "A", and convey or cause to be conveyed the rights of way per instrument 2009-0008719 to DISTRICT as shown in 'green' on Page 1 of Exhibit "A", for the construction, operation and maintenance of BEDFORD CHANNEL STAGE 1. The easement(s) or grant deed(s) shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property(ies) described in the easement(s) or grant deed(s).
5. Upon receipt of DISTRICT's written notice that BEDFORD CHANNEL STAGE 1 construction is substantially complete as set forth in Section I.15., conduct or cause to conduct a final inspection of BEDFORD CHANNEL STAGE 1.
6. Continue operation and maintenance of the structural integrity of that portion of the EXISTING CITY FACILITIES as shown in 'orange' on Exhibit "B".

SECTION III

It is further mutually agreed:

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

2. CITY personnel may observe and inspect all work being done on BEDFORD CHANNEL STAGE 1 but shall provide any comments to DISTRICT personnel, or its construction manager, who shall be solely responsible for all communications with DISTRICT's construction contractor(s).

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

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

5. CITY shall indemnify, defend, save and hold harmless DISTRICT and the County of Riverside (including their 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, based upon, arising out of or in any way relating to CITY's (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontract) actual or alleged acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the

requirements of this Agreement, including but not limited to (a) property damage; (b) bodily injury or death; (c) payment of attorney fees; or (d) any other element of any kind or nature whatsoever. This section shall survive any termination of this agreement until the statute of limitations period has run for any claims that could be asserted under this Agreement.

6. Any waiver by DISTRICT or CITY of any breach by any other Party 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.

7. 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.

8. 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 this 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. Neither CITY nor DISTRICT shall assign this Agreement without the written consent of the other Party.

9. 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 of action based upon the provisions of this Agreement.

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: Contracts Services Section

CITY OF CORONA
400 S. Vicentia Avenue
Corona, CA 92882
Attn: Savat Kamphou

11. 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.

12. The obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution towards BEDFORD CHANNEL STAGE 1 as set forth herein. In the event that such funds are not forth coming 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.

13. 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 or written, in connection therewith. This Agreement may be amended or modified only upon the written consent of the Parties hereto.

14. 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.

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 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 Cooperative Agreement on

(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:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By _____
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement: City of Corona
Bedford Canyon Channel, Stage 1
07/02/24
AMR:blj

RECOMMENDED FOR APPROVAL:

CITY OF CORONA

By _____
JACOB ELLIS
City Manager

APPROVED AS TO FORM:

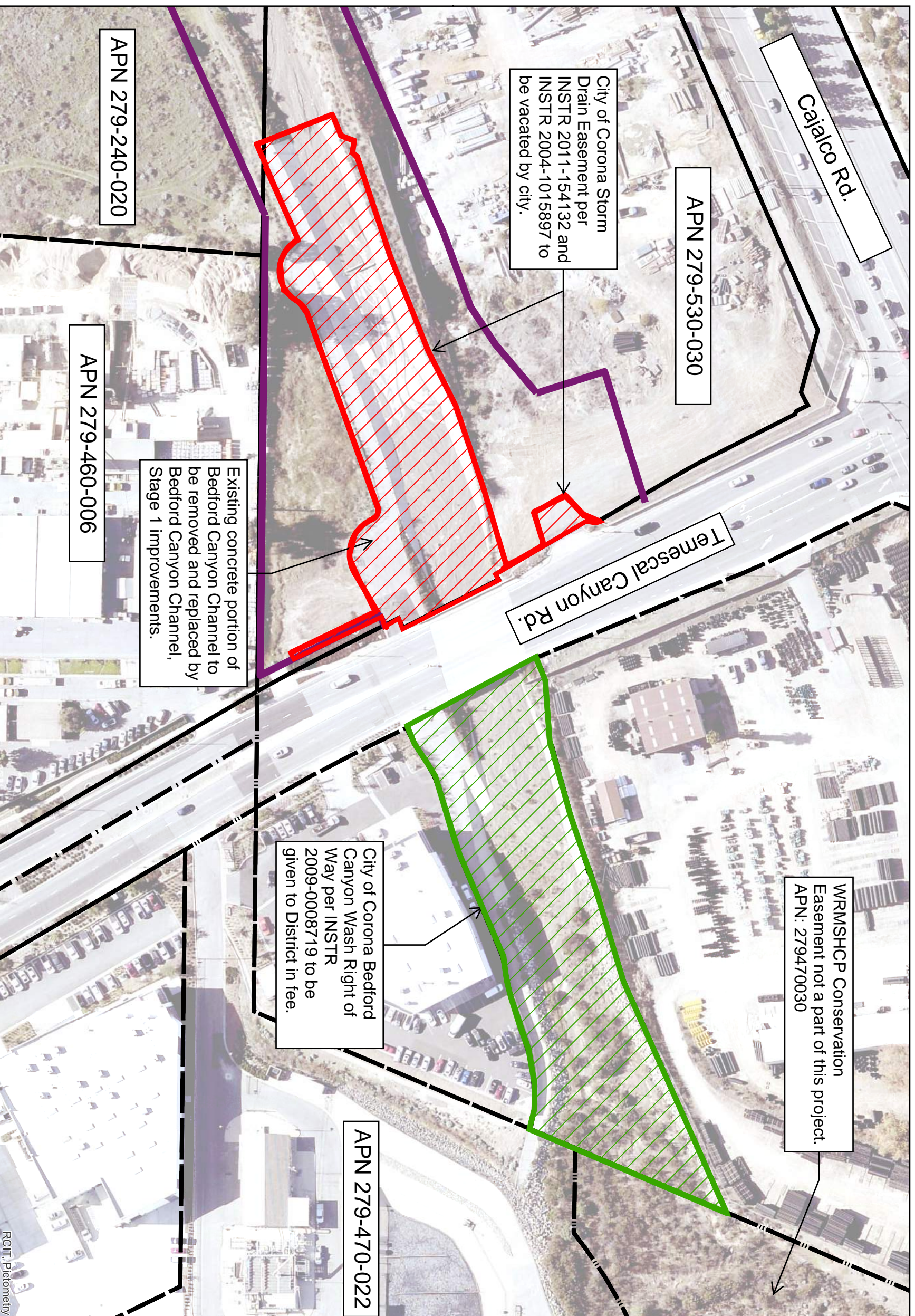
ATTEST:

By _____
DEAN DERLETH
City Attorney

By _____
JANET MORALES
City Clerk

(SEAL)

Cooperative Agreement: City of Corona
Bedford Canyon Channel, Stage 1
07/02/24
AMR:blj



WRMShCP Conservation Easement not a part of this project.
APN: 279470030

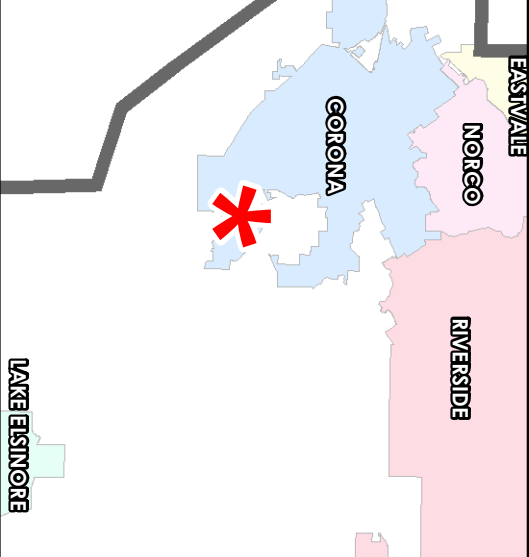
City of Corona Storm Drain Easement per INSTR 2011-154132 and INSTR 2004-1015897 to be vacated by city.

Existing concrete portion of Bedford Canyon Channel to be removed and replaced by Bedford Canyon Channel, Stage 1 improvements.

City of Corona Bedford Canyon Wash Right of Way per INSTR 2009-0008719 to be given to District in fee.

RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

EXHIBIT A: EASEMENT, ROW, AND STORM DRAIN IMPROVEMENTS



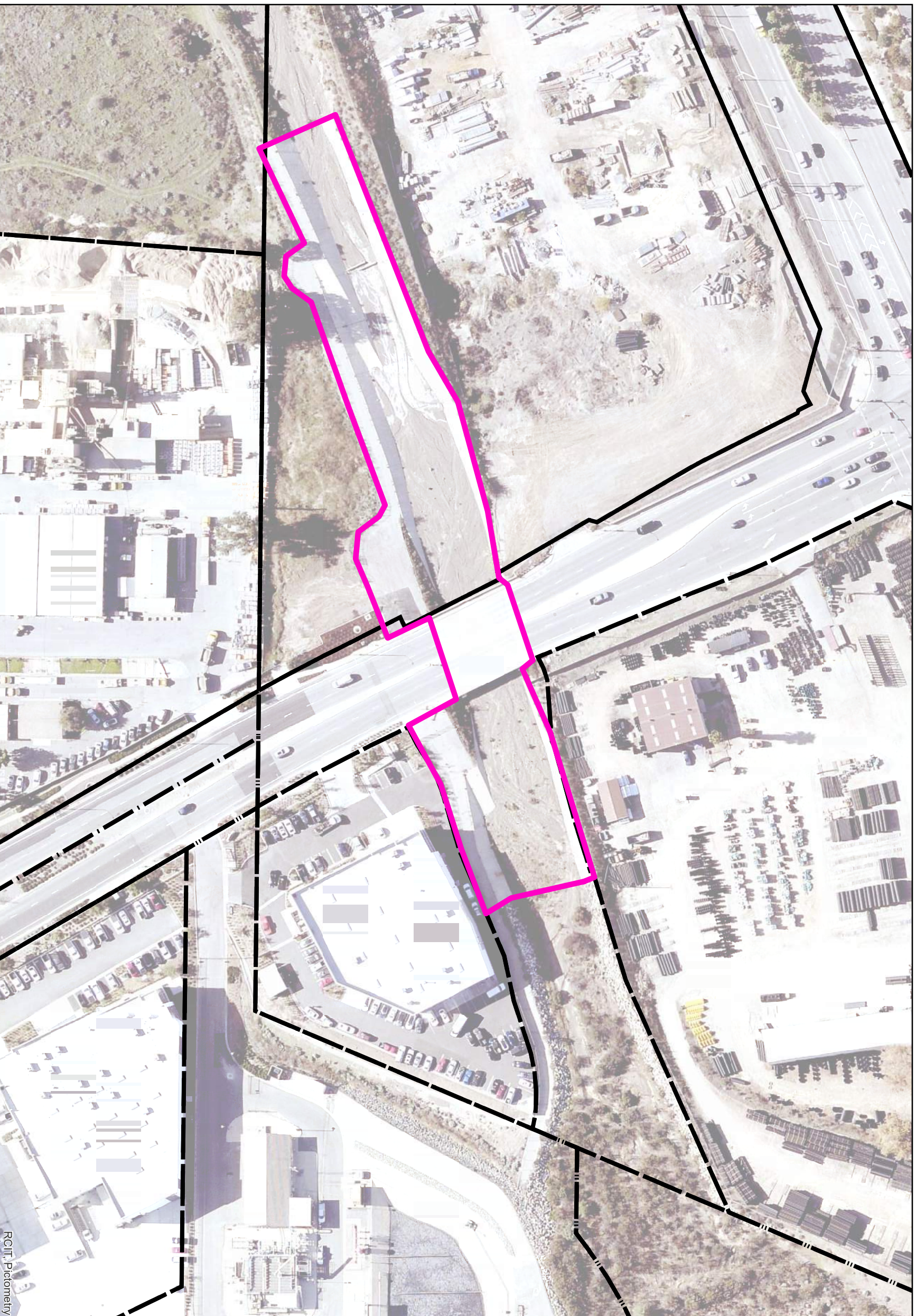
DESCRIPTION
EXHIBIT A PER COOPERATIVE AGREEMENT BETWEEN CITY OF CORONA AND RCFC&WCD. THIS EXHIBIT SHOWS THE EASEMENT TO BE VACATED BY THE CITY, AND THE RIGHT OF WAY TO BE TRANSFERRED TO THE DISTRICT

Legend

- Assessors' Parcels
- City of Corona ROW to be transferred to District in Fee
- City of Corona Easement to be vacated
- Proposed Bedford Canyon Channel Stage 1 Limit of Improvements

Scale: 0 to 200 Feet

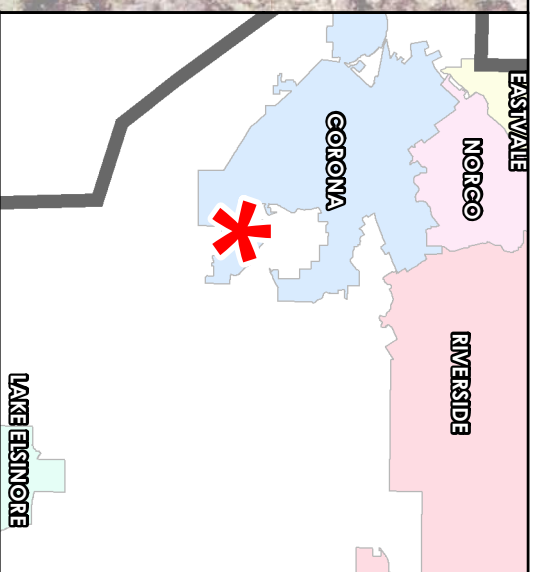
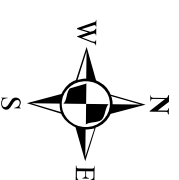
DRAWN BY: M. SETHI
DATE: 2023-12-18
SCALE: AS SHOWN
1 OF 2 FINAL



RCIT, Pictometry

RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

EXHIBIT A: BEDFORD CANYON WASH



DESCRIPTION

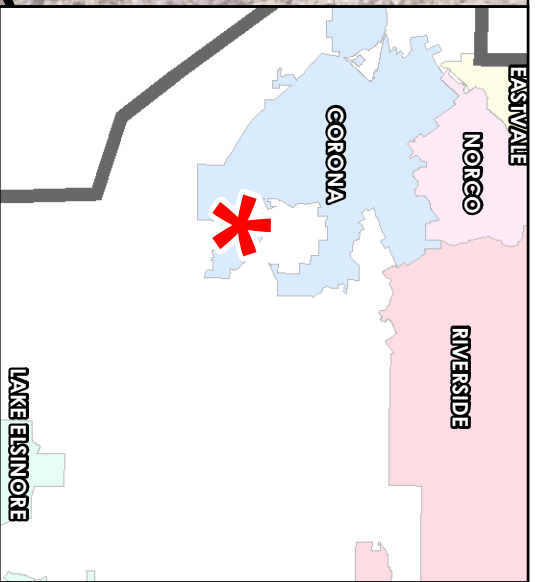
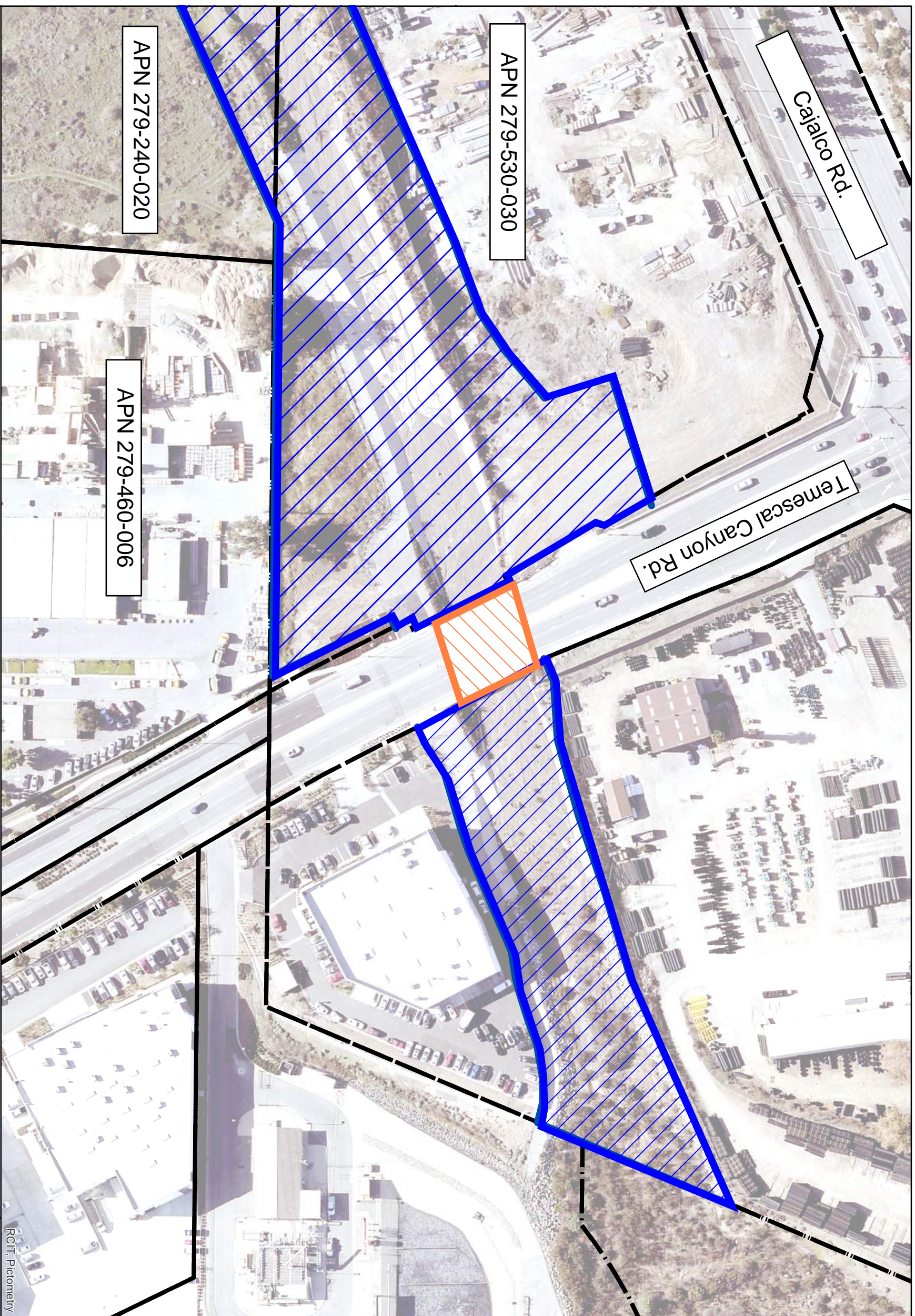
EXHIBIT A PER COOPERATIVE AGREEMENT BETWEEN CITY OF CORONA AND RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT. THIS EXHIBIT SHOWS BEDFORD CANYON WASH AS DESCRIBED IN THE AGREEMENT

Legend

— BEDFORD CANYON WASH



DRAWN BY	M. SETHI
DATE	2024-04-02
SCALE	AS SHOWN
2 OF 2	FINAL



DESCRIPTION
 EXHIBIT B PER COOPERATIVE AGREEMENT BETWEEN CITY OF CORONA AND RCFC&WCD. THIS EXHIBIT SHOWS THE FUTURE MAINTENANCE RESPONSIBILITIES OF THE DISTRICT AND CITY OF CORONA.

- Legend**
- Assessors Parcels
 - Drainage Improvements Maintained by RCFC&WCD
 - Structural Integrity of EXISTING CITY FACILITIES Maintained by City of Corona

RCIT, Pictometry

0 200 Feet

DRAWN BY M. SETHI

DATE 2023-12-18

SCALE AS SHOWN

EXHIBIT B: MAINTENANCE RESPONSIBILITIES