

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

925 B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
February 23, 2010

SUBJECT: Corona Drains East Ontario Avenue Storm Drain
Project No. 2-0-00351
Cooperative Agreement

RECOMMENDED MOTION:

Approve the Cooperative Agreement between the District, the County of Riverside and the City of Corona; and authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

The Agreement sets forth the terms and conditions by which the District is to construct the Corona Drains East Ontario Avenue Storm Drain.

Continued on Page 2

Steve Thomas
FOR **WARREN D. WILLIAMS**
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Michael R. Shetler*
Michael R. Shetler

County Executive Office Signature

FORM APPROVED BY COUNTY COUNSEL Environmental Concurrence
BY: *Neal R. Kipnis* DATE _____

- Dept Recomm.: Consent Policy
- Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District: 2nd

Agenda Number:

11.3

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

SUBJECT: Corona Drains East Ontario Avenue Storm Drain
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Cooperative Agreement

SUBMITTAL DATE: February 23, 2010
Page 2

BACKGROUND contd.:

The District is funding all storm drain and construction inspection costs. Upon completion of project construction, the District will assume ownership, operation and maintenance of the mainline storm drain.

The County is granting the District the necessary rights to construct, operate and maintain the project within County road rights of way and, upon completion of project construction, will assume ownership, operation and maintenance of the project's associated laterals, catch basins and connector pipes located within County road rights of way.

The City is granting the District the necessary rights to construct, operate and maintain the project within City street rights of way and, upon completion of project construction, will assume ownership, operation and maintenance of the project's associated laterals, catch basins and connector pipes located within City street rights of way.

County Counsel has approved the Agreement as to legal form and the City has executed the Agreement. A companion item appears on the Transportation Department's agenda this same date.

JPS:bjp

COOPERATIVE AGREEMENT

Corona Drains East Ontario Avenue Storm Drain
(Project No. 2-0-00351)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the COUNTY OF RIVERSIDE, hereinafter called "COUNTY", and the CITY OF CORONA, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. DISTRICT, COUNTY and CITY have cooperatively planned and budgeted for the design and construction of the Corona Drains – East Ontario Avenue Storm Drain consisting of the following discrete segments:

(i) "STORM DRAIN", consisting of approximately 3,640 lineal feet of reinforced concrete pipe principally located in Ontario Avenue, extending from Station 8+93.30 at STORM DRAIN'S junction with DISTRICT'S existing El Cerrito Channel to Station 45+31.88 at a manhole at the intersection of Ontario Avenue and State Street, as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

(ii) "LATERAL A", consisting of approximately 96 lineal feet of reinforced concrete pipe extending from STORM DRAIN northeasterly into Ambassador Avenue, as shown in concept in green on Exhibit "A"; and

(iii) "LATERAL B", consisting of approximately 59 lineal feet of reinforced concrete pipe extending from STORM DRAIN northeasterly into Rising Sun Road, as shown in concept in blue on Exhibit "A"; and

1 (iv) "CHANNEL", consisting of the reconstruction of approximately 350
2 lineal feet of DISTRICT'S existing concrete El Cerrito Channel, DISTRICT Project No.
3 2-0-00110, between Stations 10+00.00 and 13+56.81, as shown in concept in yellow on
4 Exhibit "A".
5

6 STORM DRAIN, LATERAL A, LATERAL B and CHANNEL are hereinafter
7 altogether called "DISTRICT DRAINAGE FACILITIES"; and

8 B. Associated with the construction of the above referenced drainage
9 improvements is the construction of lateral storm drains less than thirty-nine inches (39") in
10 diameter, various catch basins and connector pipes located within COUNTY and/or CITY rights
11 of way, and hereinafter called "APPURTENANCES". Those APPURTENANCES located
12 within COUNTY rights of way in Ontario Avenue are hereinafter altogether called "COUNTY
13 DRAINAGE FACILITIES". Those APPURTENANCES located within CITY rights of way in
14 Ontario Avenue and within CITY or COUNTY rights of way in State Street are hereinafter
15 altogether called "CITY DRAINAGE FACILITIES"; and
16

17 C. DISTRICT DRAINAGE FACILITIES, COUNTY DRAINAGE
18 FACILITIES and CITY DRAINAGE FACILITIES are shown in detail on a set of DISTRICT
19 prepared improvement plans (District Drawing No. 2-416). DISTRICT DRAINAGE
20 FACILITIES, COUNTY DRAINAGE FACILITIES and CITY DRAINAGE FACILITIES are
21 hereinafter called "PROJECT"; and
22

23 D. DISTRICT is willing to (i) prepare or cause to be prepared plans and
24 specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS", (ii) provide
25 COUNTY and CITY an opportunity to review and approve IMPROVEMENT PLANS prior to
26 DISTRICT'S advertising for bids, (iii) advertise, award and administer a public works contract
27
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1 for the construction of PROJECT, (iv) provide all construction surveys, materials testing and
2 construction inspection necessary for construction of PROJECT, and (v) upon completion of the
3 construction of PROJECT, assume ownership and sole responsibility for the operation and
4 maintenance of DISTRICT DRAINAGE FACILITIES; and
5

6 E. COUNTY is willing to (i) review and approve IMPROVEMENT PLANS
7 prior to PROJECT construction, (ii) relocate or order the relocation of all utilities located within
8 COUNTY rights of way and which are in conflict with the construction of PROJECT, (iii) grant
9 DISTRICT the necessary rights to construct PROJECT within COUNTY rights of way, (iv)
10 grant DISTRICT the right to operate and maintain DISTRICT DRAINAGE FACILITIES within
11 COUNTY rights of way, (v) issue to DISTRICT'S contractor, at no cost, all COUNTY permits
12 necessary to allow construction of PROJECT, and (vi) upon completion of PROJECT
13 construction, assume ownership and sole responsibility for the operation and maintenance of
14 COUNTY DRAINAGE FACILITIES; and
15

16 F. CITY is willing to (i) review and approve IMPROVEMENT PLANS prior
17 to PROJECT construction, (ii) relocate or order the relocation of all utilities located within CITY
18 rights of way and which are in conflict with the construction of PROJECT, (iii) grant DISTRICT
19 the necessary rights to construct PROJECT within CITY rights of way, (iv) grant DISTRICT the
20 right to operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way,
21 (v) issue to DISTRICT'S contractor, at no cost, all CITY permits necessary to allow construction
22 of PROJECT, and (vi) upon completion of PROJECT construction, assume ownership and sole
23 responsibility for the operation and maintenance of CITY DRAINAGE FACILITIES; and
24

25 G. It is in the public interest to proceed with the construction of PROJECT at
26 the earliest possible date.
27
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1 NOW, THEREFORE, the parties hereto mutually agree as follows:

2 SECTION I

3 DISTRICT shall:

4 1. Prepare or cause to be prepared IMPROVEMENT PLANS in accordance
5 with DISTRICT, COUNTY and CITY standards.
6

7 2. Provide COUNTY and CITY the opportunity to review and approve
8 IMPROVEMENT PLANS prior to DISTRICT'S final approval thereof and prior to soliciting
9 bids for PROJECT construction.

10 3. Secure, at its sole cost and expense, all environmental and regulatory
11 permits necessary to construct PROJECT including the applicable National Pollutant Discharge
12 Elimination System General Permit for Stormwater Discharges Associated With Construction
13 Activity.
14

15 4. Upon DISTRICT approval of IMPROVEMENT PLANS, prepare the
16 necessary contract documents and solicit bids for PROJECT construction in accordance with the
17 provisions of the Public Contract Code at its sole cost and expense.

18 5. Construct PROJECT pursuant to a DISTRICT administered public works
19 contract and pay all costs associated with PROJECT'S construction, materials testing,
20 construction inspection and surveys, contract administration and all other PROJECT costs.
21

22 6. Notify the County Director of Transportation one (1) week prior to the
23 closure of any County street or highway. DISTRICT shall also include COUNTY in any
24 progress meetings with DISTRICT'S contractor related to PROJECT construction.
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1 6. Upon receipt of notice by DISTRICT that PROJECT construction is
2 complete, accept ownership and sole responsibility for the operation and maintenance of CITY
3 DRAINAGE FACILITIES.

4 7. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES
5 construction as being complete, accept sole responsibility for the adjustment of all PROJECT
6 manhole rings and covers located within CITY rights of way which must be performed at such
7 time(s) that the finished grade along and above DISTRICT DRAINAGE FACILITIES is
8 improved, repaired, replaced or changed. It being further understood and agreed that any such
9 adjustments shall be performed at no cost to DISTRICT.

11 SECTION IV

12 It is further mutually agreed:

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

16 2. COUNTY and CITY personnel may observe and inspect all work being
17 done on PROJECT, but shall provide any comments to DISTRICT personnel who shall be solely
18 responsible for all communications with its construction contractor(s).

19 3. In the event COUNTY or CITY desires to include any additional work as
20 part of the PROJECT construction contract, COUNTY or CITY shall submit a written request to
21 DISTRICT describing the additional work desired and agree to pay DISTRICT for any agreed
22 upon additional work requested. Payment for any additional work shall be based upon actual
23 quantities of materials installed at the contract unit prices bid, or at the negotiated change order
24 prices.
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1 4. Each party, as to any claim or liability arising out of any act or omission
 2 with reference to any work to be performed by or authority delegated to such party as a result of
 3 this Agreement, shall save, defend, indemnify and hold harmless the other party and its officers
 4 and employees from all liability for death or injury to person, or damage to property, or claim
 5 therefor. DISTRICT shall require its prime contractor to include COUNTY and CITY as an
 6 additional insureds under the liability insurance coverage required by DISTRICT'S construction
 7 contract for PROJECT.
 8

9 5. DISTRICT, COUNTY and CITY each pledge to cooperate in regard to the
 10 operation and maintenance of their respective facilities as set forth herein and to discharge their
 11 respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of
 12 any nuisance condition or undue maintenance impact upon the others' facilities.
 13

14 6. Any notices sent or required to be sent to either party shall be mailed to the
 15 following addresses:

16 RIVERSIDE COUNTY FLOOD CONTROL
 17 AND WATER CONSERVATION DISTRICT
 18 1995 Market Street
 19 Riverside, CA 92501

 CITY OF CORONA
 400 S. Vicentia Avenue
 Corona, CA 92882-2187
 Attn: Kip Field

20 COUNTY OF RIVERSIDE
 21 Post Office Box 1090
 22 Riverside, CA 92502-1090
 23 Attn: Transportation Department

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

27 8. This Agreement is to be construed in accordance with the laws of the State
 28 of California.

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9. This Agreement is the result of negotiations between the parties hereto and with the advice and assistance of their respective counsel. No provision contained herein shall be construed against DISTRICT solely because, as a matter of convenience, it prepared this Agreement in final form.

10. Any waiver by DISTRICT or COUNTY or CITY of any breach by the other 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 thereof. Failure on the part of DISTRICT or COUNTY or CITY to require from the others 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 or CITY from enforcement hereof.

11. This Agreement is intended by the parties hereto as their final expression with respect to the matters herein, and is a complete and exclusive statement of the terms and conditions thereof. This Agreement shall not be changed or modified except by the written consent of all parties hereto.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

2
3 (to be filled in by the Clerk of the Board)

4
5 RECOMMENDED FOR APPROVAL:

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

6 By Steve Thomas
7 *for* WARREN D. WILLIAMS
8 General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

9 APPROVED AS TO FORM:

ATTEST:

10 PAMELA J. WALLS
County Counsel
11 By [Signature]
12 NEAL KIPNIS
Deputy County Counsel

KECIA HARPER-IHEM
Clerk of the Board
By _____
Deputy

(SEAL)

13
14
15 RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

16 By [Signature]
17 JUAN C. PEREZ
18 Director of Transportation

By _____
MARION ASHLEY, Chairman
County of Riverside Board of Supervisors

19 ATTEST:

20 KECIA HARPER-IHEM
21 Clerk of the Board

22 FORM APPROVED COUNTY COUNSEL

BY: Synthia M. Gunzel 8/27/09 By _____
23 SYNTHIA M. GUNZEL DATE Deputy

(SEAL)

24 Cooperative Agreement:
25 Corona Drains East Ontario Avenue Storm Drain
26 Project No. 2-0-00351
27 JPS:
28 8/27/09

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RECOMMENDED FOR APPROVAL:

CITY OF CORONA

By *Kip Field*
KIP FIELD
Director of Public Works

By *Brad Robbins*
BRAD ROBBINS
City Manager

APPROVED AS TO FORM:

ATTEST:

By *Dean Derleth*
DEAN DERLETH
City Attorney

By *Victoria Wasko*
VICTORIA WASKO
City Clerk

Dated: *December 16, 2009* (SEAL)

Cooperative Agreement:
Corona Drains East Ontario Avenue Storm Drain
Project No. 2-0-00351
JPS:seb
8/27/09

Exhibit A

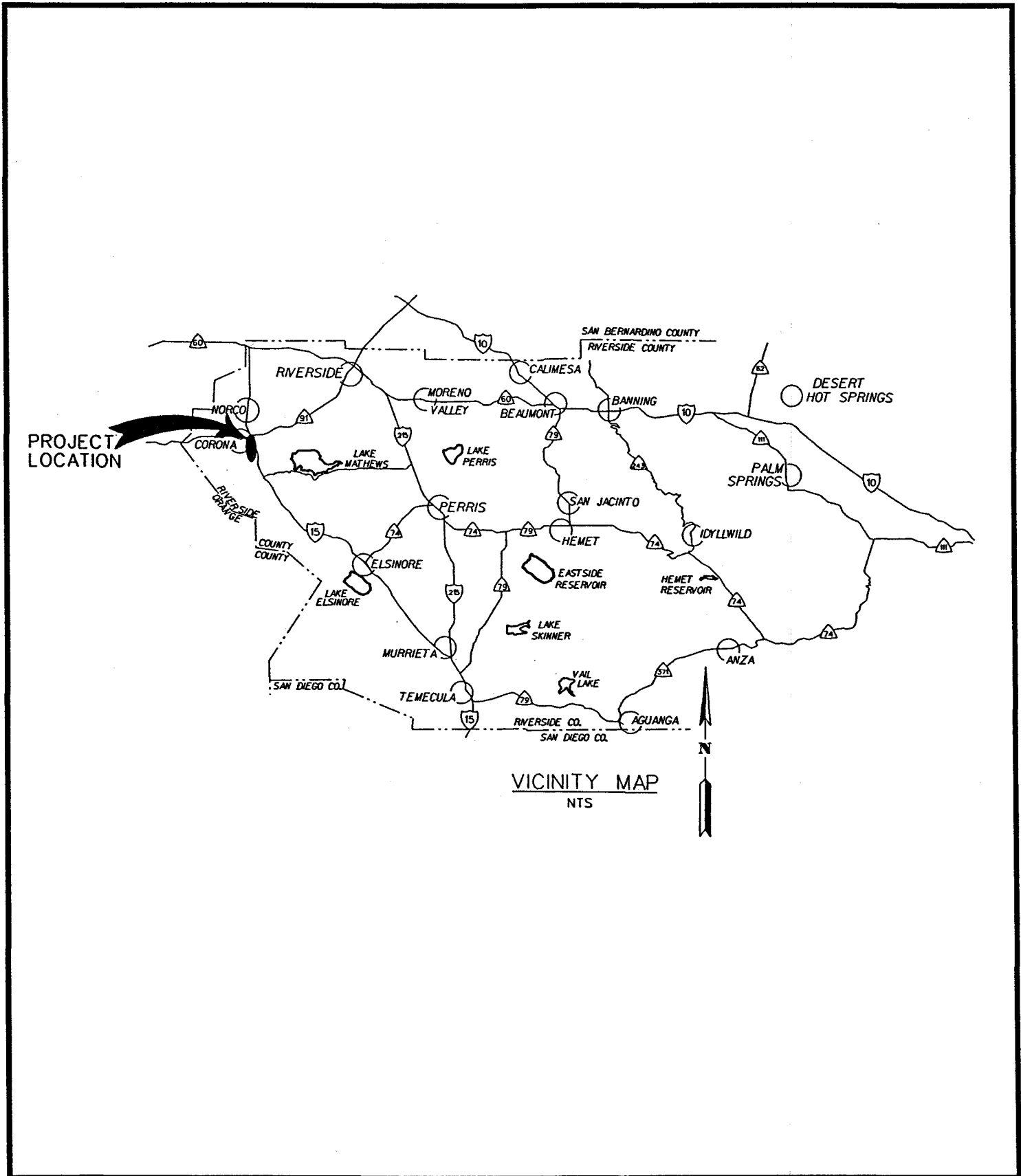


Exhibit A

