

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

130B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**

June 28, 2011

**SUBJECT:** Rubidoux-Daly Avenue Storm Drain, Stage 1 (MS 50)  
Project No. 1-0-00289  
Cooperative Agreement

**RECOMMENDED MOTION:**

1. Approve the Agreement between the District, the Riverside County Transportation Department, and the Redevelopment Agency for the County of Riverside.
2. 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 Redevelopment Agency for the County of Riverside is to obtain the rights of way and construct the Rubidoux-Daly Avenue Storm Drain-Stage 1 (MS 50) project. Upon completion of project construction, the District will assume ownership, operation and maintenance of the project's mainline storm drains greater than 36 inches in diameter. The Riverside County Transportation Department will assume ownership, operation, and maintenance of the project's associated catch basins, connector pipes and storm drain segments that are 36 inches or smaller in diameter.

*[Signature]*  
**WARREN D. WILLIAMS**  
 General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	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

<b>SOURCE OF FUNDS:</b>	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 COUNTY COUNSEL  
 BY: *[Signature]*  
 NEAL R. KIPNIS  
 DATE:

Dept's Recomm.:  Consent  Policy  
 Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.:

District: 2nd

Agenda Number:

11.14

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

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

**SUBJECT:** Rubidoux-Daly Avenue Storm Drain, Stage 1 (MS 50)  
Project No. 1-0-00289  
Cooperative Agreement

**SUBMITTAL DATE:** June 28, 2011  
**Page 2**

**BACKGROUND (cont'd.):**

County Counsel has approved the Agreement as to legal form. A companion item appears on the Riverside County Transportation Department's agenda this same date. The Redevelopment Agency for the County of Riverside previously approved this item on May 24, 2011.

TMC:blj

COOPERATIVE AGREEMENT  
RUBIDOUX-DALY AVENUE STORM DRAIN, STAGE 1 (MS 50)  
Project No. 1-0-00289

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT, hereinafter called "COUNTY" and the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, hereinafter called "AGENCY", agree as follows:

RECITALS

A. AGENCY has budgeted for and plans to design and construct Rubidoux-Daly Avenue Storm Drain in the unincorporated community of Rubidoux consisting of approximately 1,830 lineal feet of underground concrete pipe, hereinafter called "STORM DRAIN", as shown in red on Exhibits "A" and "B" attached hereto and made a part hereof. At its downstream terminus, STORM DRAIN connects to DISTRICT'S Rubidoux Crestmore Channel (Project No. 1-0-00290), as shown in DISTRICT Drawing No. 1-641; and

B. Associated with the construction of STORM DRAIN is the construction of lateral storm drains thirty-six inches (36") or less in diameter, various catch basins and connector pipes located within COUNTY rights of way, hereinafter called "APPURTENANCES". STORM DRAIN and APPURTENANCES are hereinafter altogether called "PROJECT"; and

C. Construction of PROJECT will benefit the community of Rubidoux and RIVERSIDE COUNTY through reduced flooding of streets, improved traffic safety and circulation, and reduced street maintenance costs; therefore, DISTRICT is willing to accept STORM DRAIN segments that are greater than 36" in diameter for ownership, operation and maintenance as set forth herein. COUNTY is willing to accept APPURTENANCES for

ownership, operation and maintenance as set forth herein; and

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D. AGENCY is willing to: (i) prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with DISTRICT and COUNTY standards; (ii) act as Lead Agency pursuant to the California Environmental Quality Act (CEQA); (iii) obtain all rights of way necessary for the construction, operation and maintenance of PROJECT; (iv) secure all regulatory approvals, permits and rights of entry necessary to construct, inspect, operate and maintain PROJECT; (v) advertise, award and administer a public works construction contract for PROJECT; (vi) provide all necessary funding to construct PROJECT; (vii) reimburse DISTRICT for its costs for review and approval of IMPROVEMENT PLANS and its final construction inspection(s) of STORM DRAIN; and (viii) reimburse COUNTY for its costs for review and approval of IMPROVEMENT PLANS and its final construction inspection(s) of APPURTENANCES; and

E. DISTRICT is willing to: (i) review and approve AGENCY prepared IMPROVEMENT PLANS; (ii) conduct a final inspection of STORM DRAIN; and (iii) accept ownership and sole responsibility for operation and maintenance of STORM DRAIN upon completion of PROJECT construction provided: (i) AGENCY provides DISTRICT and COUNTY an opportunity to review and approve IMPROVEMENT PLANS prior to constructing PROJECT; (ii) COUNTY grants DISTRICT all necessary rights to operate and maintain STORM DRAIN within COUNTY rights of way; (iii) PROJECT is constructed in accordance with DISTRICT and COUNTY approved IMPROVEMENT PLANS; and (iv) AGENCY reimburses DISTRICT for its costs for review and approval of IMPROVEMENT PLANS and for its final construction inspection(s) of STORM DRAIN; and

F. COUNTY is willing to: (i) review and approve AGENCY prepared IMPROVEMENT PLANS; (ii) conduct a final construction inspection of APPURTENANCES;

1 (iii) grant DISTRICT necessary rights to operate and maintain STORM DRAIN within  
2 COUNTY rights of way; and (iv) accept ownership and sole responsibility for operation and  
3 maintenance of APPURTENANCES upon completion of PROJECT construction provided: (i)  
4 AGENCY provides DISTRICT and COUNTY an opportunity to review and approve  
5 IMPROVEMENT PLANS prior to constructing PROJECT; (ii) APPURTENANCES are  
6 constructed in accordance with DISTRICT and COUNTY approved IMPROVEMENT  
7 PLANS; and (iii) AGENCY reimburses COUNTY for its costs for review and approval of  
8 IMPROVEMENT PLANS and its final construction inspection(s) of APPURTENANCES; and  
9

10 G. It is in the public interest to proceed with the construction of PROJECT in  
11 a timely manner.

12 NOW, THEREFORE, the parties hereto mutually agree as follows:

13 SECTION I

14 AGENCY shall:

15 1. At its sole expense, prepare or cause to be prepared, IMPROVEMENT  
16 PLANS in accordance with DISTRICT and COUNTY standards.

17 2. Provide DISTRICT and COUNTY with an opportunity to review and  
18 approve IMPROVEMENT PLANS prior to advertising PROJECT for construction.

19 3. Pursuant to the California Environmental Quality Act (CEQA), assume  
20 Lead Agency role and responsibility for preparation, circulation and adoption of all necessary  
21 and appropriate CEQA documents pertaining to PROJECT'S construction, operation, and  
22 maintenance.  
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24 4. Obtain all necessary licenses, agreements, permits, approvals, rights of  
25 way, rights of entry and easement as may be needed for the construction, operation and  
26 maintenance of PROJECT.  
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1           5.    Advertise, award, and administer a public works project construction  
2 contract.

3           6.    Provide DISTRICT (Attention: Administrative Services Section) and  
4 COUNTY (Attention: Transportation Department) with written notice that AGENCY has  
5 awarded a construction contract for PROJECT.

6           7.    Prior to commencing PROJECT construction, schedule and conduct a  
7 mandatory pre-construction meeting between AGENCY, AGENCY'S construction manager,  
8 AGENCY'S contractor(s), DISTRICT, COUNTY and other affected entities. AGENCY shall  
9 notify DISTRICT (Attention: Contract Administration Section) and COUNTY (Attention:  
10 Transportation Department) in writing at least twenty (20) days prior to conducting the pre-  
11 construction meeting.  
12

13           8.    Construct or cause to be constructed, PROJECT pursuant to an AGENCY  
14 administered construction contract, in accordance with DISTRICT and COUNTY approved  
15 IMPROVEMENT PLANS.

16           9.    Except as otherwise provided herein, inspect PROJECT construction or  
17 cause PROJECT'S construction to be inspected by its construction manager.  
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19           10.   Except as otherwise provided herein, furnish or cause its construction  
20 manager to furnish all construction survey and materials testing services necessary to construct  
21 PROJECT and provide DISTRICT and COUNTY with appropriate documentation establishing  
22 that PROJECT was constructed in accordance with DISTRICT and COUNTY approved  
23 IMPROVEMENT PLANS.

24           11.   Require its principal PROJECT construction contractor to procure and  
25 maintain comprehensive liability insurance which shall protect DISTRICT and COUNTY from  
26 claims for damages for personal injury, including accidental or wrongful death, as well as from  
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1 claims for property damage, which may arise from AGENCY'S construction of PROJECT or  
2 the performance of its obligations hereunder, whether such construction or performance be by  
3 AGENCY, the aforementioned construction contractor(s), or any subcontractors to said  
4 construction contractor(s), or by anyone employed directly or indirectly by said construction  
5 contractor(s) or subcontractors. Such insurance shall provide for coverage limits of not less  
6 than two million dollars (\$2,000,000) per occurrence and shall name DISTRICT and COUNTY  
7 as additional insureds with respect to this Agreement and the obligations of AGENCY  
8 hereunder. Said insurance coverage shall be provided by an insurance company licensed to  
9 transact insurance business in the State of California, having an A.M. Best rating of A:VIII  
10 (A:8) or better and shall be evidenced by a certificate (or certificates) of insurance indicating  
11 that the insurance is in full force and effect and that DISTRICT and COUNTY are named as  
12 additional insureds. Said certificate(s) of insurance shall contain the covenant of the insurance  
13 carrier(s) that thirty (30) days written notice shall be provided to AGENCY, DISTRICT and  
14 COUNTY prior to any modification, cancellation, or reduction in coverage of said insurance.  
15

16                   Prior to AGENCY issuing a Notice to Proceed to its construction  
17 contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing  
18 the required insurance coverage shall be provided to DISTRICT and COUNTY.  
19

20                   12.   Furnish DISTRICT with the final mylar IMPROVEMENT PLANS and  
21 assign its ownership to DISTRICT prior to the start of PROJECT construction.

22                   13.   Not permit any change to, or modification of, IMPROVEMENT PLANS  
23 without the prior written permission and consent of DISTRICT and COUNTY.

24                   14.   Require its construction contractor(s) to comply with all Cal/OSHA safety  
25 regulations, including regulations concerning confined space and maintain a safe working  
26 environment for all AGENCY, DISTRICT and COUNTY employees on the site.  
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1 15. Require its construction contractor to furnish DISTRICT with a confined  
2 space procedure specific to PROJECT. The procedure shall comply with requirements  
3 contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space  
4 Operations, Section 5157, Permit Required Confined Space and District confined Space  
5 Procedures, SOM-18. The procedure shall be provided to DISTRICT no less than twenty (20)  
6 days prior to requesting that DISTRICT perform a final inspection for acceptance of STORM  
7 DRAIN. The procedure shall be reviewed and approved by DISTRICT prior to conducting the  
8 final inspection.

9 16. Reimburse DISTRICT for its costs for review and approval of  
10 IMPROVEMENT PLANS and final inspection(s) of STORM DRAIN.

11 17. Reimburse COUNTY for its costs for review and approval of  
12 IMPROVEMENT PLANS and final inspection(s) of APPURTENANCES.

13 18. Within two (2) weeks of completing PROJECT construction, provide  
14 DISTRICT (Attention: Contract Administration Section) and COUNTY (Attention:  
15 Transportation Department) with written notice that PROJECT construction is substantially  
16 complete and requesting that DISTRICT conduct a final inspection of STORM DRAIN and  
17 COUNTY conduct a final inspection of APPURTENANCES.

18 19. Assume ownership and sole responsibility for PROJECT until  
19 construction is completed and until such time as DISTRICT accepts ownership and  
20 responsibility for STORM DRAIN and COUNTY accepts ownership and responsibility for  
21 APPURTENANCES as set forth herein.

22 20. Upon completion of PROJECT construction but prior to acceptance of  
23 PROJECT for ownership, operation and maintenance, AGENCY'S civil engineer of record or  
24 construction civil engineer of record, duly registered in the State of California, shall provide  
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1 DISTRICT and COUNTY a redline "as-built drawings" copy of IMPROVEMENT PLANS.  
2 After DISTRICT and COUNTY approval of the redlined "as-built drawings", AGENCY'S  
3 engineer shall schedule with DISTRICT a time to transfer the redlined changes onto  
4 DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review,  
5 stamp, and sign "as-built drawings" of IMPROVEMENT PLANS.

6 SECTION II

7 DISTRICT shall:

- 8 1. Review and approve IMPROVEMENT PLANS prior to AGENCY'S  
9 advertising of PROJECT for construction.
- 10 2. Upon completion of PROJECT construction, perform a final construction  
11 inspection of STORM DRAIN for conformance with DISTRICT and COUNTY approved  
12 IMPROVEMENT PLANS.
- 13 3. Accept ownership and responsibility for the operation and maintenance of  
14 STORM DRAIN upon (i) AGENCY acceptance of PROJECT construction as being complete,  
15 (ii) DISTRICT acceptance of STORM DRAIN construction as being complete, (iii) DISTRICT  
16 receipt of stamped and signed "as-built drawings" of IMPROVEMENT PLANS, (iv)  
17 DISTRICT receipt of all applicable regulatory permits or approvals as may be required for the  
18 operation and maintenance of STORM DRAIN, (v) DISTRICT receipt of all appropriate  
19 documentation establishing that STORM DRAIN was constructed in accordance with  
20 DISTRICT and COUNTY approved IMPROVEMENT PLANS, (vi) COUNTY acceptance of  
21 APPURTENANCES for ownership, operation and maintenance, (vii) DISTRICT'S sole  
22 determination that STORM DRAIN is in a satisfactorily maintained condition, and (viii)  
23 AGENCY'S reimbursement of DISTRICT'S costs for its review and approval of  
24 IMPROVEMENT PLANS and final construction inspection(s) of STORM DRAIN.  
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1 maintained condition as solely determined by DISTRICT. If, in the sole discretion of  
2 DISTRICT, STORM DRAIN is not in an acceptable condition, corrections will be made at sole  
3 expense of AGENCY.

4 4. AGENCY shall indemnify, defend, save and hold harmless DISTRICT and  
5 COUNTY (including their respective officers, districts, special districts and departments, their  
6 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,  
7 agents, representatives, independent contractors, and subcontractors) from any liabilities, claim,  
8 damage, proceeding or action, present or future, based upon, arising out of or in any way  
9 relating to AGENCY (including its officers, Board of Supervisors, elected and appointed  
10 officials, employees, agents, representatives, independent contractors, and subcontractors)  
11 actual or alleged acts or omissions related to this Agreement, performance under this  
12 Agreement, or failure to comply with the requirements of this Agreement, including but not  
13 limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d)  
14 any other element of any kind or nature whatsoever.  
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16 5. DISTRICT shall indemnify, defend, save and hold harmless COUNTY and  
17 AGENCY (including their respective officers, districts, special districts and departments, their  
18 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,  
19 agents, representatives, independent contractors, and subcontractors) from any liabilities, claim,  
20 damage, proceeding or action, present or future, based upon, arising out of or in any way  
21 relating to DISTRICT (including its officers, Board of Supervisors, elected and appointed  
22 officials, employees, agents, representatives, independent contractors, and subcontractors)  
23 actual or alleged acts or omissions related to this Agreement, performance under this  
24 Agreement, or failure to comply with the requirements of this Agreement, including but not  
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1 limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d)  
 2 any other element of any kind or nature whatsoever.

3 6. COUNTY shall indemnify, defend, save and hold harmless DISTRICT and  
 4 AGENCY (including their respective officers, districts, special districts and departments, their  
 5 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,  
 6 agents, representatives, independent contractors, and subcontractors) from any liabilities, claim,  
 7 damage, proceeding or action, present or future, based upon, arising out of or in any way  
 8 relating to COUNTY (including its officers, Board of Supervisors, elected and appointed  
 9 officials, employees, agents, representatives, independent contractors, and subcontractors)  
 10 actual or alleged acts or omissions related to this Agreement, performance under this  
 11 Agreement, or failure to comply with the requirements of this Agreement, including but not  
 12 limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d)  
 13 any other element of any kind or nature whatsoever.  
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15 7. Any and all notices sent or required to be sent to another party(ies) shall  
 16 be mailed to the following addresses:

17 RIVERSIDE COUNTY FLOOD CONTROL  
 18 AND WATER CONSERVATION DISTRICT  
 19 1995 Market Street  
 20 Riverside, CA 92501  
 Attn: Administrative Services Section

RIVERSIDE COUNTY  
 Post Office Box 1090  
 Riverside, CA 92502-1090  
 Attn: Transportation Department

21 REDEVELOPMENT AGENCY FOR THE  
 22 COUNTY OF RIVERSIDE  
 23 3403 10<sup>th</sup> Street, 5<sup>th</sup> Floor  
 Riverside, CA 92501

24 8. Pursuant to Government Code Sections 895.4 and 895.6, if any party  
 25 hereto is held liable upon any judgment for damages caused by a negligent or wrongful act or  
 26 omission in connection with the performance of their respective duties and obligations set forth  
 27 in this Agreement and pays in excess of its pro rata share in satisfaction of such judgment, such  
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1 party shall be entitled to contribution from the other party(ies) to this Agreement. The pro rata  
2 share of each party for purposes of this Section shall be determined according to the  
3 comparative fault of the respective party(ies), as between them.

4 In the event of any arbitration, action or suit brought by a party hereto  
5 against another party hereunder by reason of any breach on the part of the other party of any of  
6 the mutual covenants and agreements set forth herein or any other dispute between the parties  
7 concerning this Agreement, then, the prevailing party in any such action or dispute, whether by  
8 final judgment or arbitration award, shall be entitled to have and recover from the other  
9 party(ies) all costs and expenses of suit or claim, including but not limited to, attorneys' fees  
10 and experts' fees. This Section shall survive any termination of this Agreement.

11  
12 9. This Agreement is to be construed in accordance with the laws of the State  
13 of California.

14 10. The parties hereto shall not assign this Agreement without the written  
15 consent of the other parties, and such consent will not be unreasonably withheld.

16 11. This Agreement is made and entered into for the sole protection and  
17 benefit of the parties hereto. No other person or entity shall have any right of action based  
18 upon the provisions of this Agreement.

19  
20 12. This Agreement is the result of negotiations between the parties hereto and  
21 with the advice and assistance of their respective counsel. No provision contained herein shall  
22 be construed against DISTRICT solely because, as a matter of convenience, it prepared the  
23 Agreement in final form.

24 13. Any waiver by DISTRICT, COUNTY or AGENCY of any breach by the  
25 other of any one or more of the terms of this Agreement shall not be construed to be a waiver of  
26 any subsequent or other breach of the same or of any other term thereof. Failure on the part of  
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1 DISTRICT, COUNTY or AGENCY to require from the other exact, full and complete  
2 compliance with any terms hereof, shall not be construed as in any manner changing the terms  
3 hereof, or estopping DISTRICT, COUNTY or AGENCY from enforcement hereof.

4 14. If any provision of this Agreement is held by a court of competent  
5 jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full  
6 force and effect without being impaired or invalidated in any way.

7 15. This Agreement may be executed and delivered in any number of  
8 counterparts, each of which so executed and delivered shall be deemed to be an original and all  
9 of which shall constitute one and the same instrument.

10 16. This Agreement is intended by the parties hereto as their final expression  
11 with respect to the matters herein, and is a complete and exclusive statement of the terms and  
12 conditions thereof. This Agreement shall not be changed or modified except by the written  
13 consent of the parties hereto.  
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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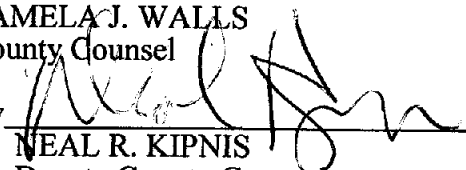
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(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

PAMELA J. WALLS  
County Counsel  
By   
NEAL R. KIPNIS  
Deputy County Counsel

ATTEST:  
KECIA HARPER-IHEM  
Clerk of the Board  
By \_\_\_\_\_  
Deputy

(SEAL)

Cooperative Agreement  
Rubidoux-Daly Avenue SD, Stage 1 (MS-50)  
4/14/11  
TT:blj



RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

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By *Patricia Romo*  
JUAN C. PEREZ  
Director of Transportation

By \_\_\_\_\_  
BOB BUSTER, Chairman  
County of Riverside Board of Supervisors

Patricia Romo  
Deputy Director of Transportation

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

FORM APPROVED COUNTY COUNSEL

By \_\_\_\_\_  
Deputy

BY: *M. Victor* *6/14/11*  
MARSHAL L. VICTOR DATE

(SEAL)

Cooperative Agreement  
Rubidoux-Daly Avenue SD, Stage 1 (MS-50)  
4/14/11  
TT:blj

**REDEVELOPMENT AGENCY FOR THE  
COUNTY OF RIVERSIDE**

1 RECOMMENDED FOR APPROVAL:

2

3 By \_\_\_\_\_  
4 **ROBERT FIELD**  
Executive Director

By Bob Buster  
5 **BOB BUSTER**, Chairman  
Board of Directors

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8 APPROVED AS TO FORM:

ATTEST:

9 **PAMELA J. WALLS**  
10 County Counsel  
11 By Anita Willis  
12 **ANITA WILLIS**  
Deputy County Counsel

**KECIA HARPER-IHEM**  
Clerk of the Board  
By Karen Harper-Ihem  
Deputy

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(SEAL)

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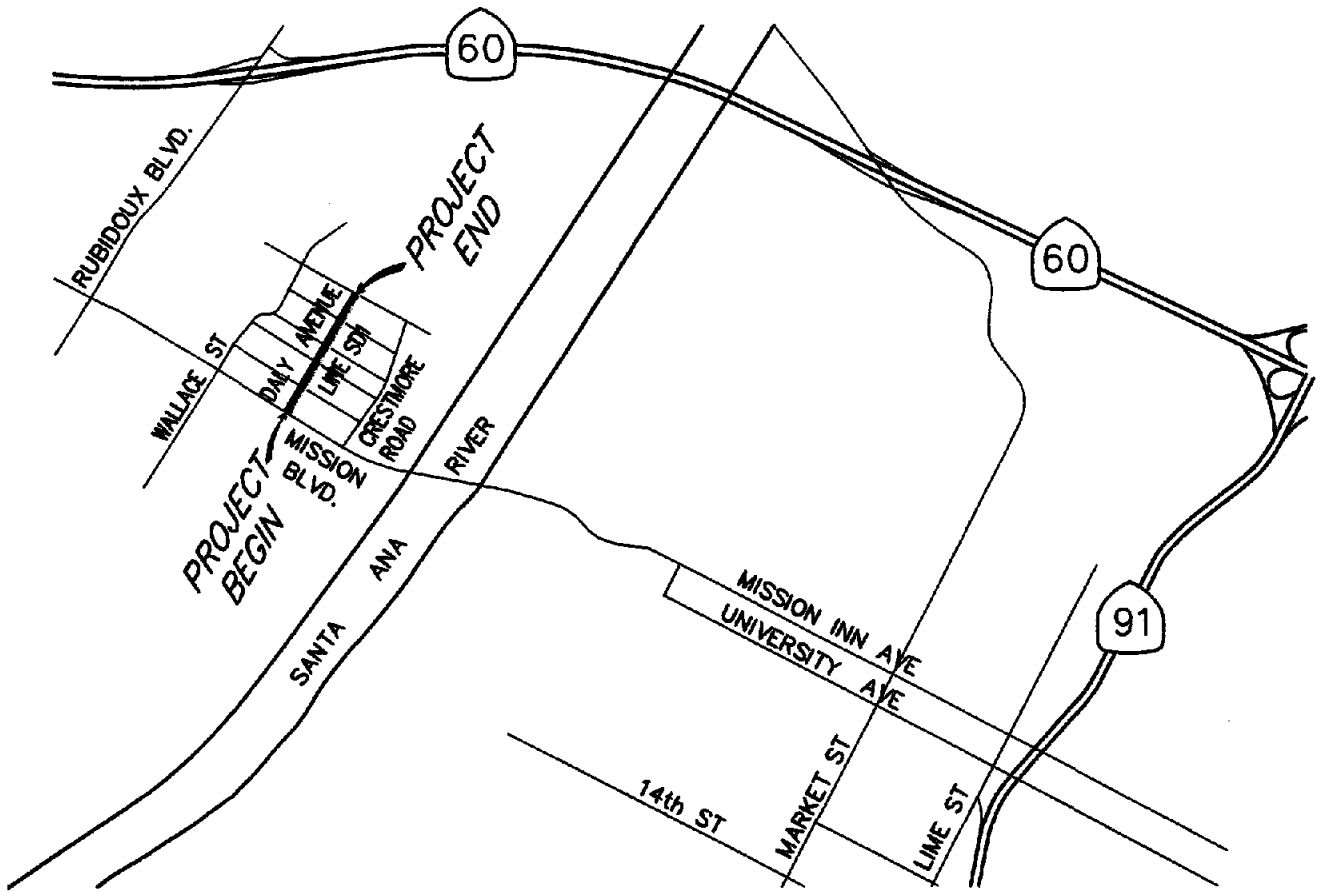
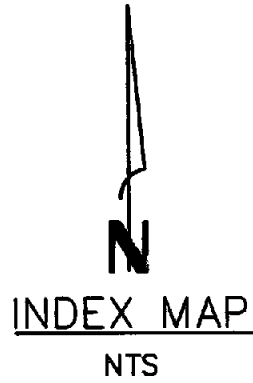
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Cooperative Agreement  
Rubidoux-Daly Avenue SD, Stage 1 (MS-50)  
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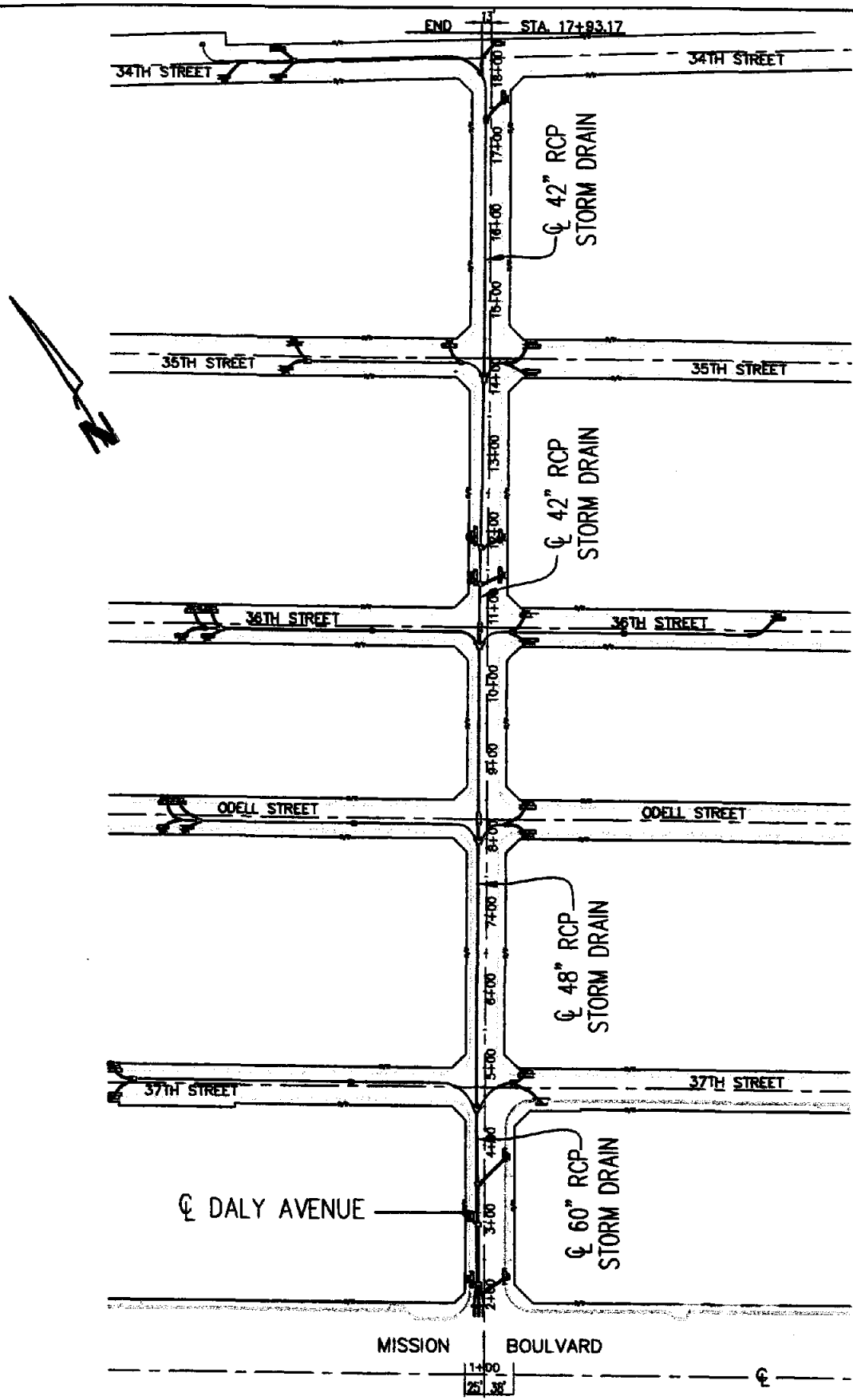
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**COOPERATIVE AGREEMENT  
RUBIDOUX - DALY AVENUE  
STORM DRAIN - STAGE 1  
PROJECT No. 1-0-00289 (MS 50)**

**VICINITY MAP**

**EXHIBIT B**



**COOPERATIVE AGREEMENT  
RUBIDOUX - DALY AVENUE  
STORM DRAIN - STAGE 1  
PROJECT No. 1-0-00289 (MS 50)**