

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

449A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 28, 2011

SUBJECT: Storm Drain Liner Maintenance Agreement with the Rancho California Water District, Rancho California Road and Anza Road, East Temecula area

RECOMMENDED MOTION: Approve the "Rancho California Water District Storm Drain Liner Maintenance Interagency Agreement", and authorize the Chairman of the Board to execute the agreement on behalf of the County of Riverside.

BACKGROUND: The County of Riverside is administering the project to construct a modern roundabout at the intersection of Rancho California Road and Anza Road. The project was advertised for construction bids on October 4, 2011 (agenda item 3.25). Construction of the improvements is anticipated to begin in mid-January, 2012.

Juan C. Perez
Director of Transportation

JCP:sd
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: Rancho California Water District (100%) There are no General Funds used in this project.	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

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
NEAL R. KIPNIS
DATE:
Departmental Conference

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

Prev. Agn. Ref. 10/4/2011 (3.25) | District: 3 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.65

The Honorable Board of Supervisors

RE: Storm Drain Liner Maintenance Agreement with the Rancho California Water District,
Rancho California Road and Anza Road, East Temecula area

December 28, 2011

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By separate submission, the Transportation Department is submitting a funding agreement which provides for the funding and implementation of the following work, which is necessary to accommodate the County's planned improvements:

1. Relocation of conflicting facilities that are owned by the Rancho California Water District
2. Installation of protective liners in the County's planned storm drain facilities to comply with Department of Public Health requirements for protection of potable water pipelines.

The terms of the agreement provide for the County to own and maintain the protective liners within the County's planned storm drain facilities, and that the Rancho California Water District will reimburse the County for costs for the maintenance.

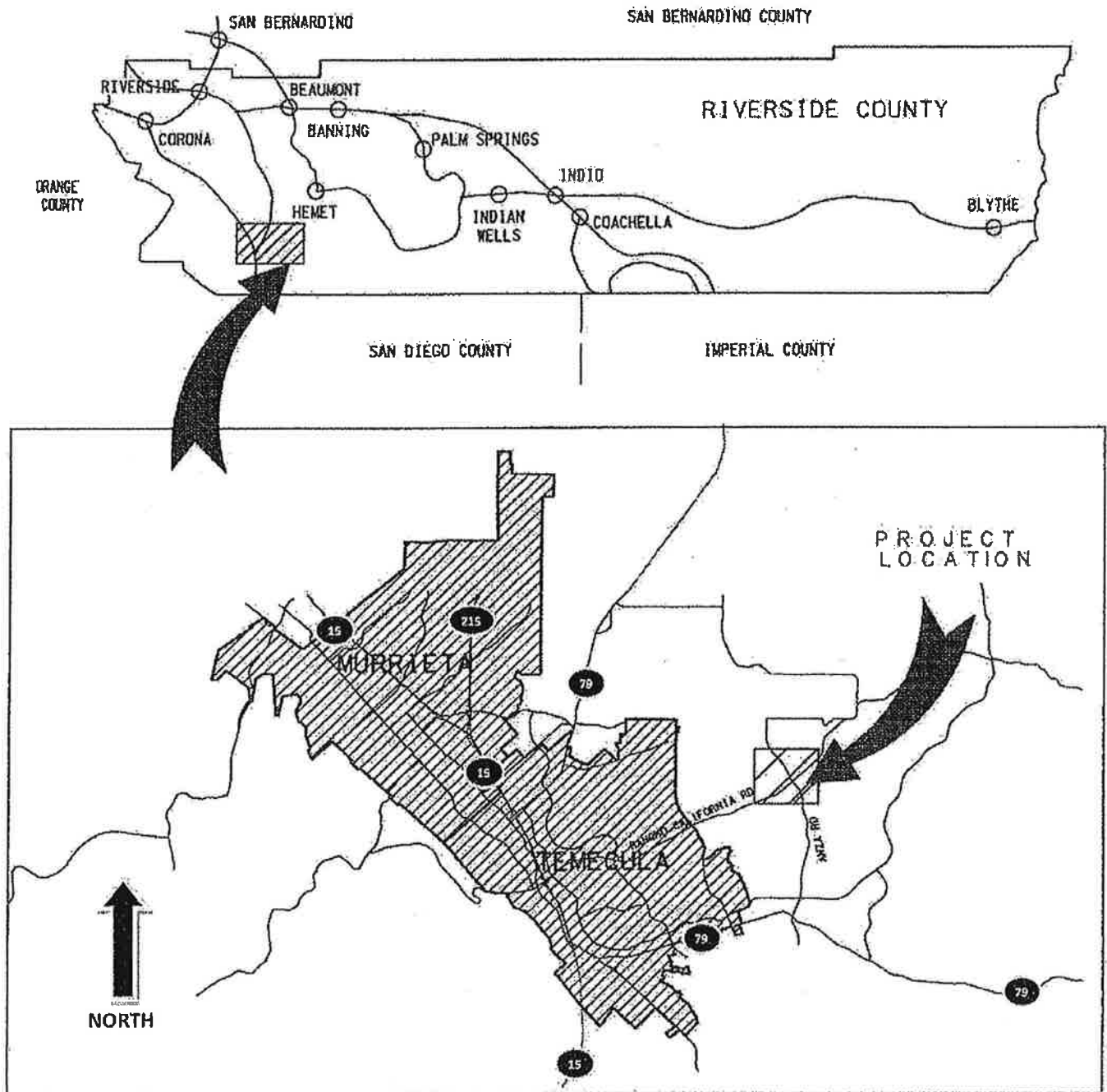
The County has superior property rights with respect to the planned locations of the protective storm drain liners, and all perpetual maintenance and repair costs will therefore be the financial responsibility of the District.

The Rancho California Water District has executed the submitted agreement, which has been reviewed and approved by County Counsel.

Project no. B9-0957

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

RANCHO CALIFORNIA ROAD AT ANZA ROAD
ROUNDBABOUT



VICINITY MAP

**RANCHO CALIFORNIA WATER DISTRICT
STORM DRAIN LINER MAINTENANCE
INTERAGENCY AGREEMENT**

This Interagency Agreement (“Agreement”) is made and entered into this _____ day of _____, 2011, by and between Riverside County, (hereinafter “County”), and Rancho California Water District, organized and operating pursuant to Division 13 of the California Water Code (hereinafter “Rancho”), each referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the County owns the Road Right-of-Way located at the intersection of Anza Road and Rancho California Road in the Lake Skinner area, and the County, at its own expense, intends to undertake the Anza Road/ Rancho California Road Roundabout Project (“Project”) thereon;

WHEREAS, the Project will relocate/modify the intersection at Anza Road/Rancho California Road, and will include the modification/installation of pipe, box culverts, catch basins, manholes and junction structures (“Storm Drain Facilities”), as depicted in Exhibit “A” attached hereto and incorporated herein;

WHEREAS, due to the County’s road improvements and modification/installation of Storm Drain Facilities as part of the Project, the Storm Drain Facilities will be in close proximity to Rancho’s existing water pipelines, with less separation than is required by the California Department of Public Health (“Health Department”);

WHEREAS, County will incorporate the use of heat-fused (‘jointless’) High Density Polyethylene (HDPE) pipe material, instead of reinforced concrete pipe material, in the Project’s construction of the Storm Drain Facilities, so as to mitigate the impact of its Storm Drain Facilities to Rancho’s existing water pipelines;

WHEREAS, lining the County’s Storm Drain Facilities, that are not jointless HDPE pipe, to at least ten (10) feet on each side of the crossing of Rancho’s existing water pipelines (“Storm Drain Liner”) will satisfy the Health Department’s requirement for a seamless facility, without requiring relocation of Rancho’s water pipelines;

WHEREAS, Rancho requested that the County install Storm Drain Liner in its planned Storm Drain Facilities as part of the Project in order to comply with Health Department requirements;

WHEREAS, the Parties will enter into a separate installation and funding agreement in order to set forth the responsibilities associated with the installation of the Storm Drain Liner in the County’s Storm Drain Facilities;

WHEREAS, the purpose of this Agreement is to set forth financial and other arrangements between the Parties for the long-term maintenance of the Storm Drain Liner.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Agreement.
2. Term. The effective date of this Agreement shall begin upon the successful completion of the Project and Storm Drain Liner installation, and shall remain in effect unless:
 - a. Mutually terminated, in writing, by both Parties, in which case termination shall become effective within one-hundred eighty (180) days of the date of such mutual termination; or
 - b. In the event of a future occurrence of conditions which are beyond the ability of either Party to control, such as requirements established by a regulatory agency or the decisions of a court, and which make it necessary to cease the activities contemplated by this Agreement.
3. Ownership and Maintenance Responsibility.
 - a. The County shall retain sole ownership of the Storm Drain Facilities and attached Storm Drain Liner, and shall perform all operation, maintenance and/or repair thereof, as provided herein.
 - b. Rancho shall provide financial reimbursement to the County for specific maintenance activities of the Storm Drain Liner, as provided herein. The County shall not seek financial reimbursement by Rancho for routine operation, inspection, and/or cleaning of the Storm Drain Facilities to clear debris, etc.
4. Responsibility. The County shall comply with all applicable governmental rules and regulations for use of the Storm Drain Facilities and attached Storm Drain Liner and shall hold Rancho harmless from any liability and pay any and all fines or penalties which may be assessed in connection therewith. Rancho shall not be liable for any damage to the Storm Drain Liner or Storm Drain Facilities caused by the County's negligence regarding the maintenance and operation of the Storm Drain Facilities, or the Maintenance of the Storm Drain Liner (as defined below).
5. Maintenance.
 - a. Maintenance of the Storm Drain Liner shall be performed by the County. **For purposes of this Agreement, "Maintenance" shall be defined as any and all condition assessment and/or repair activities necessary to maintain the integrity and operation of the Storm Drain Liner, including but not limited to repair or replacement, as necessary.** The purpose of the Storm Drain Liner is to protect Rancho's water pipelines from any contamination from the Storm Drain Facilities, and therefore must be maintained in a leak-free manner. Said Maintenance activities shall be performed in accordance with the requirements of the County of Riverside Transportation Department and the requirements of the Storm Drain Liner manufacturer, including but not limited to proper traffic control and field practices.

- b. In the event any Maintenance to the Storm Drain Liner is needed, the County shall be responsible to undertake the Maintenance of the Storm Drain Liner under a County contract, and shall bill Rancho for costs of said Maintenance as set forth herein. In the event engineering is required in order to return the Storm Drain Liner to a functional state, then such engineering, and the costs thereof, will be performed by and be the responsibility of Rancho.
6. Payment and Billing. All direct costs for the Maintenance of the Storm Drain Liner, including County staff time as well as contract costs, shall be the responsibility of Rancho. The County shall bill Rancho for costs of said Maintenance within thirty days (30) thereof. All maintenance costs invoiced by the County pursuant to this Agreement shall be paid by Rancho within thirty (30) days of receipt of invoice.
7. Special Circumstances. All work for remediation or clean-up of any form of spill or contaminant will be performed by the County, and one-hundred percent (100%) of the cost for such work will be paid by the Party responsible for introducing the spill or contaminant into the Storm Drain Facilities. Costs for remediation or clean-up that are not the responsibility of the County or Rancho, whether or not such cleanup or remediation was the result of an approved or authorized use, will be the responsibility of the County. The County, at its sole discretion, may choose to pursue reimbursement and recover the cost of remediation or clean-up from any third-party, and nothing in this Section shall preclude Rancho, at its own expense, from seeking damages from any third-party should the County elect not to pursue reimbursement.
8. Indemnification. Each Party agrees to indemnify, defend, save and hold harmless the other Party and their respective officers, agents and employees, of and from any liabilities, claims, demands, suits, action and cause of action arising out of or in any manner connected with any act or omission of such indemnifying Party, performed in connection with this Agreement.
9. Binding Provision. This Agreement is binding on the heirs, representatives, successors and assigns of the Parties hereto.
10. Entire Agreement. This Agreement is intended by the Parties as a complete and exclusive statement of the terms of their agreement and supersedes all prior agreements, written or oral, as to this subject matter.

11. Notices. Any notice required by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or mailed in the United States mail addressed as follows:

County of Riverside
Transportation Department
P.O. Box 1090
Riverside, CA 92501
Attn: Juan C. Perez, Director

Rancho California Water District
Post Office Box 9017
Temecula, Ca. 92589-9017
Attn: General Manager

12. Attorney Fees. If either Party brings suit to enforce or to recover for breach of any term, covenant or condition contained herein, the prevailing Party shall be entitled to attorney fees in addition to the amount of any judgment, recovery, and costs.
13. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between the Parties, and none of the provisions contained in this Agreement or any act of the Parties shall be deemed to create any relationship other than as specified herein, nor shall this Agreement be construed, except as expressly provided herein, to authorize either Party to act as the agent for the other.
14. Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
15. Assignment. Neither Party may assign any right or delegate any duty arising under this Agreement without the prior written consent of the other Party.
16. Interpretation. This Agreement shall be interpreted in accordance with and governed by the laws of the State of California. Venue shall be in Riverside County. The language contained herein shall be construed according to its fair meaning and not strictly for or against either Party. The paragraph headings are for purpose of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.
17. Authority. Each Party and its respective agents executing this Agreement warrants and represents that it has the full power and authority to execute, deliver and perform the obligations under this Agreement and that each Party's performance hereunder has been duly authorized by all requisite actions on the part of that Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.



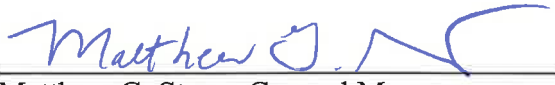

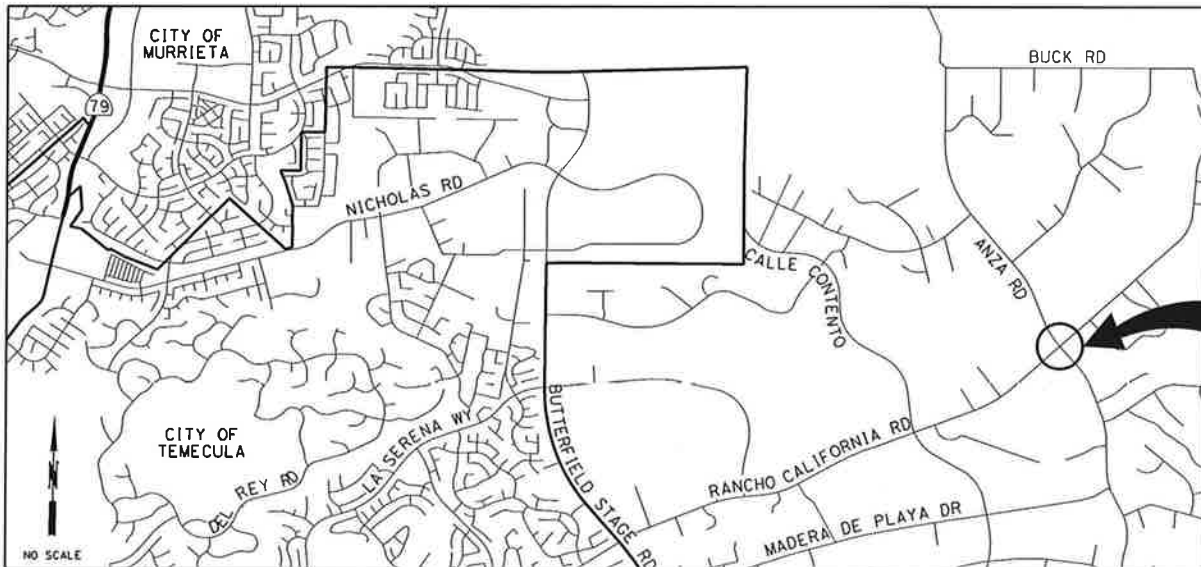
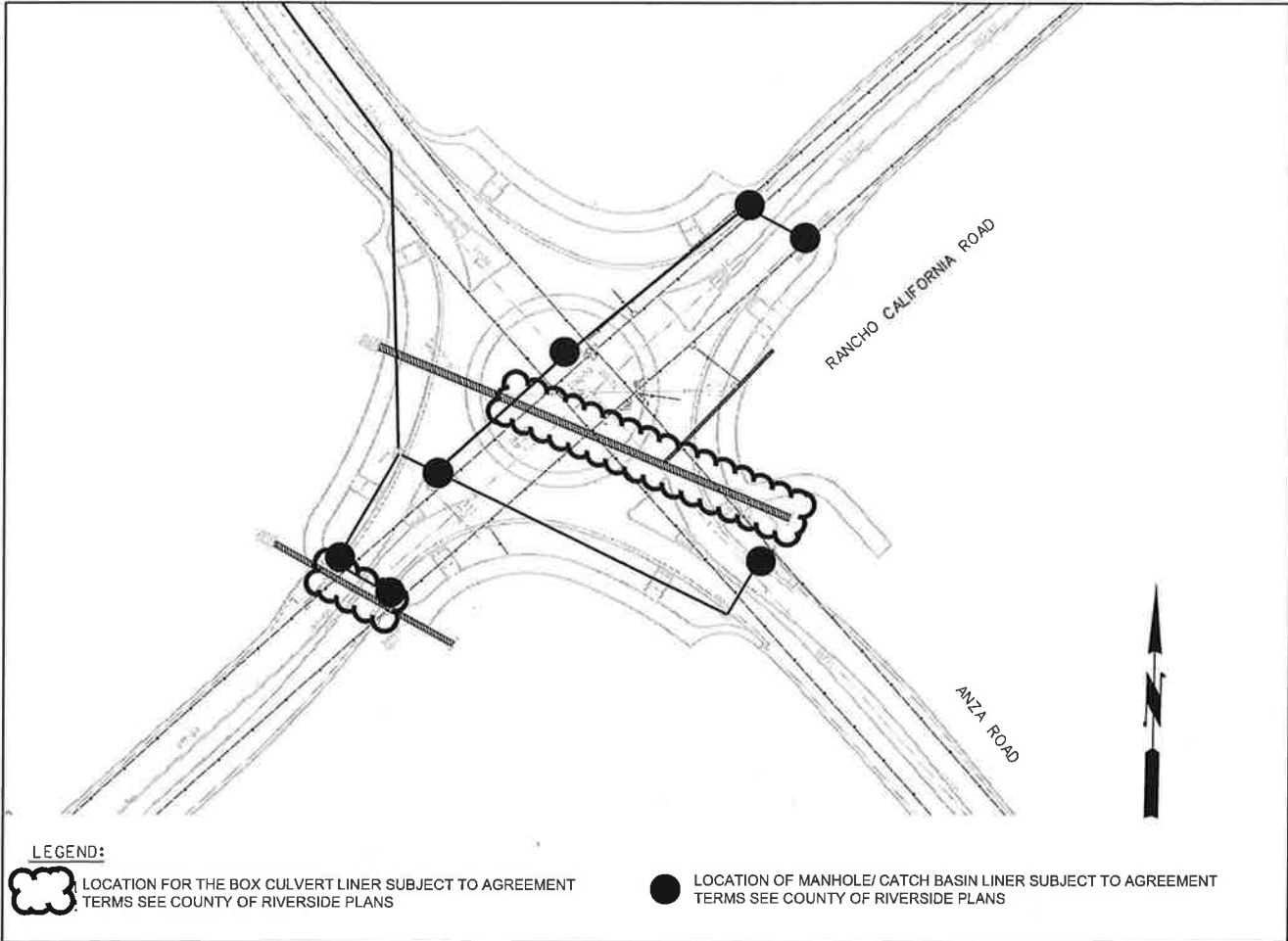
<p>COUNTY APPROVALS</p> <p>RECOMMENDED FOR APPROVAL:</p> <p> _____ Juan C. Perez Director of Transportation</p> <p>Dated: _____</p> <p>APPROVED AS TO FORM: County Counsel</p> <p>By:  _____ Deputy</p>	<p>COUNTY OF RIVERSIDE</p> <p>By: _____ Chairperson, Board of Supervisors</p> <p>Dated: _____</p> <p>ATTEST:</p> <p>Kecia Harper-Ihem Clerk of the Board</p> <p>By: _____ Deputy</p>
<p>RANCHO CALIFORNIA WATER DISTRICT APPROVALS</p> <p> _____ Matthew G. Stone, General Manager</p> <p>ATTEST:</p> <p>By:  _____</p>	

EXHIBIT "A"

TO INTERAGENCY AGREEMENT BETWEEN
COUNTY OF RIVERSIDE AND RANCHO CALIFORNIA WATER DISTRICT



INSTALLATION OF LINER MATERIAL IN COUNTY- OWNED STORM DRAINS AND BOX CULVERTS
RANCHO CALIFORNIA ROAD AT ANZA ROAD
LAKE SKINNER AREA