



304 B

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

FROM: General Manager-Chief Engineer

SUBMITTAL DATE: June 26, 2012

SUBJECT: Arroyo Del Toro Channel, Stage 1 Project No. 4-0-00170 Cooperative Agreement District 1/District 1

RECOMMENDED MOTION:

Approve the Cooperative Agreement between the District and the California Department of Transportation (Caltrans) and authorize the Chairman to execute the Cooperative Agreement documents on behalf of the District.

BACKGROUND:

This Agreement set forth the terms and conditions for a \$250,000 Caltrans contribution towards this storm drain facility to be designed, constructed and inspected by the District as part of a public works construction project.

Continued on page 2

KWG:bjp

WARREN D. WILLIAMS General Manager-Chief Engineer

Table with 4 columns: FINANCIAL DATA, Current F.Y. District Cost, Current F.Y. County Cost, Annual Net District Cost, In Current Year Budget, Budget Adjustment, For Fiscal Year.

SOURCE OF FUNDS: Positions To Be Deleted Per A-30, Requires 4/5 Vote

C.E.O. RECOMMENDATION: APPROVE BY: Michael R. Shetler Michael R. Shetler County Executive Office Signature

Vertical text on the left margin: FISCAL PROCEDURES APPROVED, FORM APPROVED COUNTY COUNSEL, BY: NEAL R. KIPNIS, DATE, Departmental Concurrence, FISCAL REVIEW, FISCAL PROCEDURES APPROVED, IVAN M. CHAND, FINANCE DIRECTOR, BY: Jeanine J. Gray

R/C

Handwritten signature and date: Neal R. Kipnis 6/26/12

- Policy, Consent checkboxes

Dept Recomm., Per Exec. Ofc.

Prev. Agn. Ref.: District: 1st/1st Agenda Number: 11.2

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

**SUBJECT:** Arroyo Del Toro Channel, Stage 1  
Project No. 4-0-00170  
Cooperative Agreement  
District 1/District 1

**SUBMITTAL DATE:** June 26, 2012

**Page 2**

**BACKGROUND (continued):**

Mutual operation and maintenance responsibilities will be described in a separate agreement.

County Counsel has approved the Agreement as to legal form. Caltrans' Counsel has approved the Agreement as to legal form and Caltrans' Financial Officer has certified funding availability. Execution by Caltrans will follow by June 30, 2012.

**FINANCIAL:**

The District is funding all design and inspection costs. Caltrans will contribute a lump sum amount of \$250,000. Future maintenance and operational costs will be split between the District and Caltrans.

**COOPERATIVE AGREEMENT  
State Minor Funds Contribution**

This Agreement, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Riverside County Flood Control and Water  
Conservation District, referred to hereinafter as  
DISTRICT.

**RECITALS**

1. CALTRANS and DISTRICT, collectively referred to as PARTIES, are authorized to enter into a cooperative Agreement for improvements to the State Highway System (SHS) per Streets and Highways Code sections 114 and 130.
2. This Agreement shall have no force or effect until DISTRICT has obtained an encroachment permit from CALTRANS.
3. DISTRICT intends to construct a master storm drain system in Lake Elsinore at 0.3 miles north of Interstate 15 (I-15)/State Route (SR-74) interchange and SR-74 at post miles 15.5/15.75 at 0.1 miles west of 0.09 miles east of Collier Avenue, referred to herein as PROJECT.
4. DISTRICT will follow the standard CALTRANS encroachment permit process in order to complete the PROJECT.
5. CALTRANS will pay DISTRICT in the amount of \$250,000 from Minor B funds required for PROJECT.
6. PARTIES now define herein the terms and conditions for CALTRANS contribution toward PROJECT.

## DEFINITIONS

**IQA (Independent Quality Assurance)** – Ensuring that DISTRICT’s quality assurance activities result in work being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver work or any validation by verifying or rechecking work performed by another partner.

**HM-1** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

**HM-2** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

**HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

**PARTIES** – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner’s individual actions legally bind the other PARTIES.

## SCOPE

7. DISTRICT is responsible to complete all work for PROJECT.
8. At no cost to DISTRICT, CALTRANS will provide IQA to assure DISTRICT’s work performed in accordance with CALTRANS’ current policies, procedures, standards, and practices.

## INVOICES & PAYMENTS

9. CALTRANS will pay DISTRICT within 30 (thirty) calendar days of receipt of invoice.
10. DISTRICT will invoice CALTRANS for a lump sum amount of \$250,000 after execution of this Agreement and 30 working days prior to the construction contract bid advertisement date.
11. PARTIES agree that the total amount of Minor B funds paid out to DISTRICT will not exceed \$250,000.

## GENERAL CONDITIONS

12. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
13. If DISTRICT terminates PROJECT prior to completion, CALTRANS shall require DISTRICT, at DISTRICT's expense, to return the SHS right of way to its original condition or to a safe and operable condition acceptable to CALTRANS. If DISTRICT fails to do so, CALTRANS reserves the right to finish WORK or place PROJECT in a safe and operable condition and CALTRANS will bill DISTRICT for all actual expenses incurred and DISTRICT agrees to pay said bill within thirty (30) days of receipt.
14. Prior to PROJECT completion, DISTRICT may terminate this Agreement by written notice, provided DISTRICT refunds CALTRANS' contribution in the amount of \$250,000.
15. DISTRICT will retain all PROJECT related records for three (3) years after the final voucher.
16. If HM-1 or HM-2 is found during construction, DISTRICT will immediately notify CALTRANS.
17. CALTRANS, independent of PROJECT, is responsible for and pays or cause to be paid any HM-1 found within the existing SHS right of way. CALTRANS will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
18. DISTRICT, independent of PROJECT, is responsible for and pays or cause to be paid any HM-1 found within PROJECT limits and outside the existing SHS right of way. DISTRICT will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
19. If HM-2 is found within PROJECT limits, DISTRICT will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
20. HM MANAGEMENT ACTIVITIES costs related to HM-2 are construction support and construction capital costs.
21. Neither DISTRICT nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that, CALTRANS will fully defend, indemnify, and save harmless DISTRICT and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual,

inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.

22. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by DISTRICT and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon DISTRICT under this Agreement. It is understood and agreed that, DISTRICT will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by DISTRICT and/or its agents under this Agreement.
23. If work is done under contract (not completed by a DISTRICT's own employees) and is governed by the California Labor Code's definitions of a "public work" (section 1720(a)(a)), that DISTRICT will conform to sections 1720-1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
24. Unless otherwise documented in a maintenance agreement, DISTRICT will maintain all PROJECT improvements.
25. This Agreement will terminate upon PROJECT completion by the DISTRICT. However, all indemnification and maintenance articles of this Agreement will remain in effect until terminated or modified in writing by mutual agreement.

**SIGNATURES**

PARTIES declare that:

1. Each party is an authorized legal entity under California state law.
2. Each party has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

By: \_\_\_\_\_  
SYED RAZA  
Acting District 8 Director

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

CERTIFIED AS TO FUNDS:

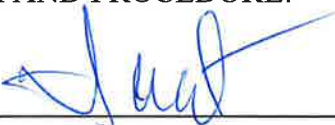
Attest: \_\_\_\_\_  
KECIA HARPER-IHEM  
Clerk of the Board


By: \_\_\_\_\_  
LISA PACHECO  
District Budget Manager

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

APPROVED AS TO  
FORM AND PROCEDURE:

RECOMMENDED FOR APPROVAL:

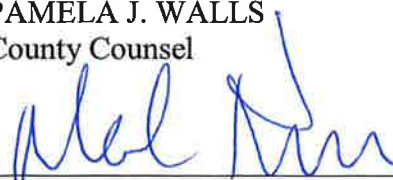
By:  \_\_\_\_\_  
Deputy Attorney

By:  \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

CERTIFIED AS TO FUNDS:

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
HQ Accounting Supervisor

PAMELA J. WALLS  
County Counsel  
By:  \_\_\_\_\_  
NEAL R. KIPNIS  
Deputy County Counsel