

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

407B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**

November 6, 2012

**SUBJECT:** Arroyo Del Toro Channel, Stage 1  
Project No. 3-0-00170  
Cooperative Agreement  
District 1/District 1

**RECOMMENDED MOTION:**

1. Approve the Cooperative Agreement (Agreement) between the District and the City of Lake Elsinore (City); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

**BACKGROUND:**

This Agreement set forth the terms and conditions by which this major flood control facility is to be constructed and inspected by the District as part of a public works construction project. The City is contributing \$461,572 toward the construction of the project.

(Continued  
on Page 2)

**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> N/A	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Michael R. Shetler

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY:   
MARSHA L. VICTOR  
DATE: 9/6/12

Departmental Concurrence

<input type="checkbox"/> Consent	<input type="checkbox"/> Policy
<input type="checkbox"/> Consent	<input type="checkbox"/> Policy

Dept't Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref.:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

District: 1st/1st

Agenda Number:

11.3

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

**SUBJECT:** Arroyo Del Toro Channel, Stage 1  
Project No. 3-0-00170  
Cooperative Agreement  
District 1/District 1

**SUBMITTAL DATE:** November 6, 2012  
**Page 2**

**BACKGROUND (continued):**

Upon completion of the construction of this facility, the District will assume ownership, operation and maintenance responsibility of the facility including all inlets, catch basins and connector pipes.

The District is funding all inspection costs and all construction costs except for the City's financial contribution. Future operation and maintenance costs will accrue to the District.

County Counsel has approved the Agreement as to legal form. The City has executed this Agreement.

**FINANCIAL:**

The City is contributing \$461,572 toward the construction of the project. District is funding the remaining construction costs and all design and inspection costs. Future maintenance and operational costs will accrue to the District.

EWR:bjj

1 COOPERATIVE AGREEMENT  
2 ARROYO DEL TORO CHANNEL, STAGE 1  
3 (Project No. 3-0-00170)

4 The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION  
5 DISTRICT, hereinafter called "DISTRICT", and the CITY OF LAKE ELSINORE, hereinafter  
6 called "CITY", hereby agree as follows:

7 RECITALS

8 A. DISTRICT has planned and budgeted for the design and construction of Arroyo  
9 Del Toro Channel, Stage 1, hereinafter called "PROJECT", as shown in concept on Exhibit "A"  
10 attached hereto and made a part hereof. PROJECT is located in the vicinity of Riverside Drive  
11 and Collier Avenue within the City of Lake Elsinore; and

12 B. PROJECT, as shown on DISTRICT Drawing No. 3-0196, consists of  
13 constructing approximately 3,500 lineal feet of a storm drain system that is comprised of a  
14 combination of rectangular concrete channel, reinforced concrete box and earthen trapezoidal  
15 channel along with associated inlets, catch basins and connector pipes; and

16 C. DISTRICT is willing to (i) prepare plans and specifications for PROJECT in  
17 accordance with DISTRICT standards, (ii) advertise, award and administer a public works  
18 construction contract for PROJECT, (iii) inspect the construction of PROJECT, and (iv) fund all  
19 costs for the design, construction, inspection and the operation and maintenance of PROJECT as  
20 set forth herein; and

21 D. Construction of PROJECT will benefit CITY by alleviating flooding of  
22 surrounding flood prone properties and improve traffic safety and circulation during periods of  
23 flooding to the extent that CITY is willing to contribute four hundred sixty-one thousand five  
24 hundred seventy-two dollars (\$461,572) toward the construction of PROJECT; and  
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1 E. The purpose of this Agreement is to memorialize the understandings by and  
2 amongst CITY and DISTRICT with respect to the funding, construction, inspection, ownership,  
3 operation and maintenance of PROJECT; and

4 F. It is in the best interest of the public to proceed with the construction of  
5 PROJECT at the earliest possible date.

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

7 SECTION I

8 DISTRICT shall:

9  
10 1. Prepare, at its sole cost and expense, construction plans and specification  
11 documents for PROJECT in accordance with DISTRICT standards.

12 2. Pursuant to the California Environmental Quality Act (CEQA), act as the Lead  
13 Agency and assume responsibility for the preparation, circulation; and adoption of all necessary  
14 and appropriate CEQA documents pertaining to the construction, operation and maintenance of  
15 PROJECT.

16 3. Secure, at its sole cost and expense, all necessary environmental permits,  
17 licenses, agreements, approvals, rights of way, rights of entry and temporary construction  
18 easements as may be necessary for the construction, operation and maintenance of PROJECT  
19 unless otherwise provided herein.

20 4. Advertise, award and administer a public works contract for the construction of  
21 PROJECT.

22 5. Provide CITY with written notice that DISTRICT has awarded a public works  
23 construction contract for PROJECT. The written notice shall include the construction bid  
24 amounts for PROJECT.  
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1           6.     Construct, or cause to be constructed, PROJECT pursuant to a public works  
2 contract.

3           7.     Inspect all aspects of PROJECT construction.

4           8.     Upon issuance of a Notice to Proceed, invoice CITY for a lump sum amount of  
5 four hundred sixty-one thousand five hundred seventy-two dollars (\$461,572), which represents  
6 CITY's contribution toward construction of PROJECT.

7           9.     Upon acceptance of PROJECT as being complete, accept ownership and  
8 responsibility for the operation and maintenance of PROJECT.

9           10.    Notify CITY upon DISTRICT'S acceptance of PROJECT as being complete.  
10

## 11                                     SECTION II

12           CITY shall:

13           1.     Pay DISTRICT within thirty (30) days upon receipt of invoice from DISTRICT a  
14 lump sum amount of four hundred sixty-one thousand five hundred seventy-two dollars  
15 (\$461,572) as CITY'S contribution for the cost of the construction of PROJECT.  
16

## 17                                     SECTION III

18           It is further mutually agreed:

19           1.     CITY personnel may observe and inspect all work being done on PROJECT but  
20 shall provide any comments to DISTRICT personnel who shall be responsible for all  
21 communications with DISTRICT construction contractor(s).  
22

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

6 3. Any waiver by DISTRICT or CITY of any breach by the other of any one or  
7 more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or  
8 other breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY  
9 to require from the others exact, full and complete compliance with any terms of this Agreement  
10 shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or  
11 CITY from enforcement hereof.

13 4. Any and all notices sent or required to be sent to the parties of this Agreement  
14 will be mailed by first class mail, postage prepaid, to the following addresses:

15 RIVERSIDE COUNTY FLOOD CONTROL  
16 AND WATER CONSERVATION DISTRICT  
17 1995 Market Street  
18 Riverside, CA 92501  
Attn: Design II Section

CITY OF LAKE ELSINORE  
130 South Main Street  
Lake Elsinore, CA 92530  
Attn: Ken Seumalo

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

22 6. This Agreement is to be construed in accordance with the laws of the State of  
23 California.

24 7. This Agreement is made and entered into for the sole protection and benefit of  
25 the parties hereto. No other person or entity shall have any right of action based upon the  
26 provisions of this Agreement.  
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1           8.       This Agreement is the result of negotiations between the parties hereto, and with  
2 the advice and assistance of their respective counsel. No provision contained herein shall be  
3 construed against DISTRICT solely because, as a matter of convenience, it prepared this  
4 Agreement in its final form.

5           9.       This Agreement is intended by the parties hereto as a final expression of their  
6 understanding with respect to the subject matter hereof, and is a complete and exclusive  
7 statement of the terms and conditions thereof. This Agreement may be changed or modified  
8 only upon the written consent of the parties hereto.  
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IN WITNESS WEHREOF, the parties hereto have executed this Agreement on

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

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


By  · By \_\_\_\_\_  
WARREN D. WILLIAMS MARION ASHLEY, Chairman  
General Manager-Chief Engineer Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By  for By \_\_\_\_\_  
NEAL R. KIPNIS Deputy 4/5/12  
Deputy County Counsel Deputy

(SEAL)


Cooperative Agreement: Arroyo Del Toro Channel, Stage 1  
8/28/12  
EWR:blj




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RECOMMENDED FOR APPROVAL:


**CITY OF LAKE ELSINORE**

By   
KEN SEUMALO  
Director of Public Works

By   
BRIAN TISDALE  
Mayor

APPROVED AS TO FORM:

ATTEST:

By   
BARBARA LEIBOLD  
City Attorney

By   
VIRGINIA J. BLOOM  
City Clerk

(SEAL)

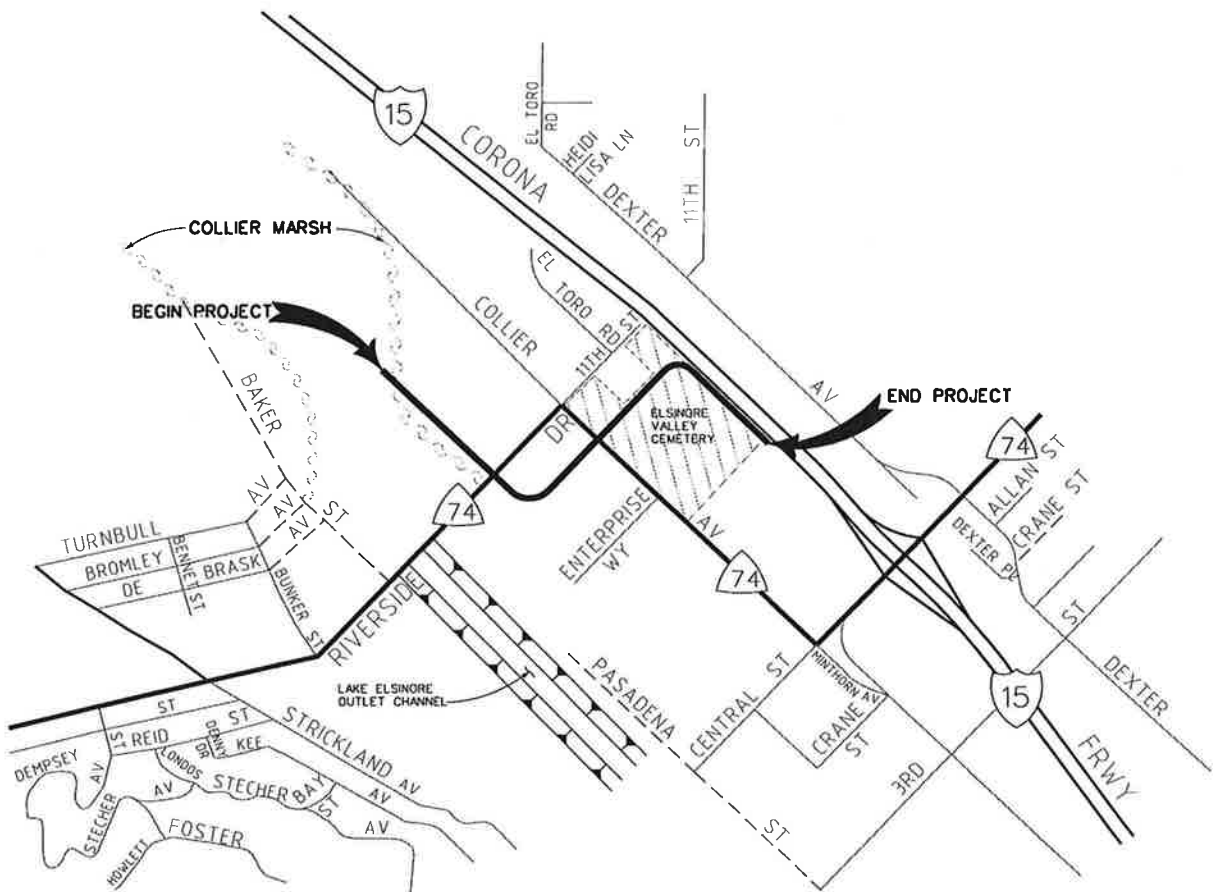
Cooperative Agreement: Arroyo Del Toro Channel, Stage 1  
8/28/12  
EWR:blj

# ARROYO DEL TORO CHANNEL

STAGE 1

PROJECT NO.

3-0-0170



LOCATION MAP  
NTS



Exhibit A

Cooperative Agreement  
Project No. 3-0-0170