

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

643A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:

April 24, 2014

SUBJECT: Approval of Cooperative Agreement with Flood Control and Water Conservation District for Stetson Avenue Channel, Stage 7 (aka Hemet Master Drainage Plan Line D, Stage 7) Project No. 4-0-00211. District 3/District 3; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the County of Riverside and the Flood Control and Water Conservation District; and
2. Authorize the Chairman to execute the Cooperative Agreement documents on behalf of the County of Riverside.

BACKGROUND:

Summary

This Cooperative Agreement (Agreement) sets forth the terms and conditions by which Flood Control and Water Conservation District (District) will design and construct the Hemet Master Drainage Plan Line D, Stage 7 Project.

Departmental Concurrence

Patricia Romo
Patricia Romo

Patricia Romo
Assistant Director of Transportation

Juan C. Perez
Director of Transportation and Land Management

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (Per Exec. Office) |
|--|----------------------|-------------------|-------------|------------------------------|---|
| COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | |
| SOURCE OF FUNDS: 100% Riverside County Flood Control District and Water Conservation District | | | | Budget Adjustment: No | |
| | | | | For Fiscal Year: | N/A |

C.E.O. RECOMMENDATION:

APPROVE

BY: *Tina Grande*
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: *Carshal Victor*
DATE: 5/7/14

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.:

District: 3/3

Agenda Number:

3-82

DATE: April 24, 2014

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The County of Riverside (County) is granting the District the necessary rights to construct the project within its rights of way.

Upon completion of project construction, the District will assume ownership and responsibility of operation and maintenance of the mainline storm drain that is greater than 36 inches in diameter while the County will assume ownership and responsibility of operation and maintenance of the project's associated catch basins, inlets, and connector pipes that are 36 inches or less in diameter, and a gravel filter water quality inlet located within the County's rights of way.

The District is funding all design, construction, and construction inspection costs for the project.

County Counsel has approved the Agreement as to legal form. A companion item appears on the Riverside County Flood Control District's Board agenda this same date. This project is funded by ad-valorem property tax revenue and entails no new fees, taxes, nor bonded indebtedness.

Impact on Residents and Businesses

The construction of this project will provide drainage improvements for adjacent property owners and reduce traffic hazards caused by flooding along Stetson Avenue.

SUPPLEMENTAL:

Additional Fiscal Information

Future operations and maintenance costs associated with said mainline storm drain that is greater than 36 inches in diameter will accrue to the District.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COOPERATIVE AGREEMENT
Stetson Avenue Channel, Stage 7
(Also known as Hemet Master Drainage Plan Line D)
Project No. 4-0-00211

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and the County of Riverside, hereinafter called "COUNTY" on behalf of its Transportation Department, hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for and plans to design and construct the Stetson Avenue Channel, Stage 7 (aka Hemet Master Drainage Plan Line D), hereinafter called "STAGE 7". Construction of STAGE 7 will help to provide necessary drainage improvements in the unincorporated community of the southeast Hemet area; and

B. STAGE 7 consists of (i) approximately 1,300 lineal feet of underground reinforced concrete pipe located mostly within Stetson Avenue from approximately Meridian Street to approximately Hemet Street, hereinafter called "DISTRICT DRAINAGE FACILITY", as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and (ii) approximately 75 lineal feet of gravel filter water quality inlet, hereinafter called "INLET", as shown in concept in blue on Exhibit "A"; and

C. Associated with the construction of STAGE 7 is the construction of certain catch basins, inlets, and connector pipes that are thirty-six inches (36") or less in diameter located within COUNTY held easements or rights of way, hereinafter called "APPURTENANCES". Together, DISTRICT DRAINAGE FACILITY, INLET, and APPURTENANCES are hereinafter called "PROJECT"; and

D. DISTRICT desires COUNTY to accept ownership and responsibility for the operation and maintenance of INLET and APPURTENANCES upon completion of PROJECT

1 construction. Therefore, COUNTY must review and approve DISTRICT'S plans and
2 specifications for PROJECT and subsequently inspect the construction of PROJECT; and

3 E. DISTRICT and COUNTY acknowledge that it is in the best interest of the
4 public to proceed with the construction of PROJECT at the earliest possible date; and

5 F. The purpose of this Agreement is to memorialize the mutual understandings
6 by and between DISTRICT and COUNTY in regards to its respective roles and responsibilities
7 associated with PROJECT.
8

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

10 SECTION I

11 DISTRICT shall:

12 1. Pursuant to the California Environmental Quality Act (CEQA), act as the
13 Lead Agency and assume responsibility for the preparation, circulation, and adoption of all
14 necessary and appropriate CEQA documents pertaining to the construction, operation and
15 maintenance of PROJECT.
16

17 2. Prepare, or cause to be prepared, plans and specifications for PROJECT,
18 hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and
19 COUNTY standards.
20

21 3. Obtain all necessary rights of way, rights of entry and temporary
22 construction easements necessary to construct, inspect, operate and maintain PROJECT.

23 4. Secure, at its sole cost and expense, all necessary permits, approvals,
24 licenses or agreements required by any Federal, State, or local resource or regulatory agencies
25 pertaining to the construction, operation and maintenance of PROJECT.
26

27 5. Prior to advertising PROJECT for public works construction contract bids,
28 submit IMPROVEMENT PLANS to COUNTY for its review and approval, as appropriate.

1 6. Advertise, award and administer a public works construction contract for
2 PROJECT at its sole cost and expense.

3 7. Provide COUNTY with written notice that DISTRICT has awarded a
4 construction contract for PROJECT.

5 8. Notify COUNTY in writing at least twenty (20) days prior to the start of
6 construction of PROJECT.

7 9. Furnish COUNTY, at the time of providing written notice to COUNTY of
8 the start of construction as set forth in Section I.8, with a construction schedule which shall show
9 the order and dates in which DISTRICT or DISTRICT'S contractor proposes to carry out on the
10 various parts of work, including estimated start and completion dates.

11 10. Construct, or cause to be constructed, PROJECT pursuant to a DISTRICT
12 administered public works construction contract, in accordance with IMPROVEMENT PLANS
13 approved by DISTRICT and COUNTY, and pay all costs associated therewith.
14

15 11. Inspect, or cause to be inspected, construction of PROJECT.

16 12. Require its construction contractor(s) to comply with all Cal/OSHA safety
17 regulations including regulations concerning confined space and maintain a safe working
18 environment for all DISTRICT and COUNTY employees on the site.

19 13. Require its construction contractor(s) to include COUNTY as an additional
20 insured under the liability insurance coverage for PROJECT, and also require its construction
21 contractor(s) to include COUNTY as a third party beneficiary of any and all warranties of the
22 contractor's work with regard to INLET and APPURTENANCES.

23 14. Accept ownership and sole responsibility for the operation and maintenance
24 of PROJECT until such time as COUNTY accepts ownership and responsibility for operation
25 and maintenance of INLET and APPURTENANCES.
26
27
28

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

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

24 5. Any waiver by DISTRICT or by COUNTY of any breach of any one or
25 more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or
26 other breach of the same or of any other term hereof. Failure on the part of DISTRICT or
27
28

1 COUNTY to require exact, full and complete compliance with any terms of this Agreement shall
2 not be construed as in any manner changing the terms hereof, or estopping DISTRICT or
3 COUNTY from enforcement hereof.

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

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

8 RIVERSIDE COUNTY FLOOD CONTROL
9 AND WATER CONSERVATION DISTRICT
10 1995 Market Street
11 Riverside, CA 92501
12 Attn: Design II Section

COUNTY OF RIVERSIDE
4080 Lemon Street, 2nd Floor
Riverside, CA 92502-1090
Attn: Kevin Gillett
Permit Section

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

16 9. This Agreement is the result of negotiations between the parties hereto, and
17 the advice and assistance of their respective counsel. The fact that this Agreement was prepared
18 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty
19 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
20 prepared this Agreement in its final form.

21 10. This Agreement is made and entered into for the sole protection and benefit
22 of the parties hereto. No other person or entity shall have any right or action based upon the
23 provisions of this Agreement.

24 11. This Agreement is intended by the parties hereto as a final expression of
25 their understanding with respect to the subject matter hereof and as a complete and exclusive
26 statement of the terms and conditions thereof and supersedes any and all prior and
27
28

1 contemporaneous agreements and understandings, oral and written, in connection therewith. This
2 Agreement may be changed or modified only upon the written consent of the parties hereto.
3 //
4 //
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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

4 RECOMMENDED FOR APPROVAL:

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

5
6 By _____
7 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
11 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

12 By *Neal Kipnis* 4/18/14
13 NEAL KIPNIS
14 Deputy County Counsel

By _____
Deputy

(SEAL)

15
16 RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

17 By *Patricia Romo*
18 JUAN C. PEREZ
19 Director of Transportation
20 Patricia Romo
Assistant Director of Transportation

By _____
JEFF STONE, Chairman
County of Riverside Board of Supervisors
For Transportation Department

21 APPROVED AS TO FORM:

ATTEST:

22 PAMELA J. WALLS
23 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

24 By *Marsha L. Victor* 5/7/14
MARSHA L. VICTOR
Principal Deputy County Counsel

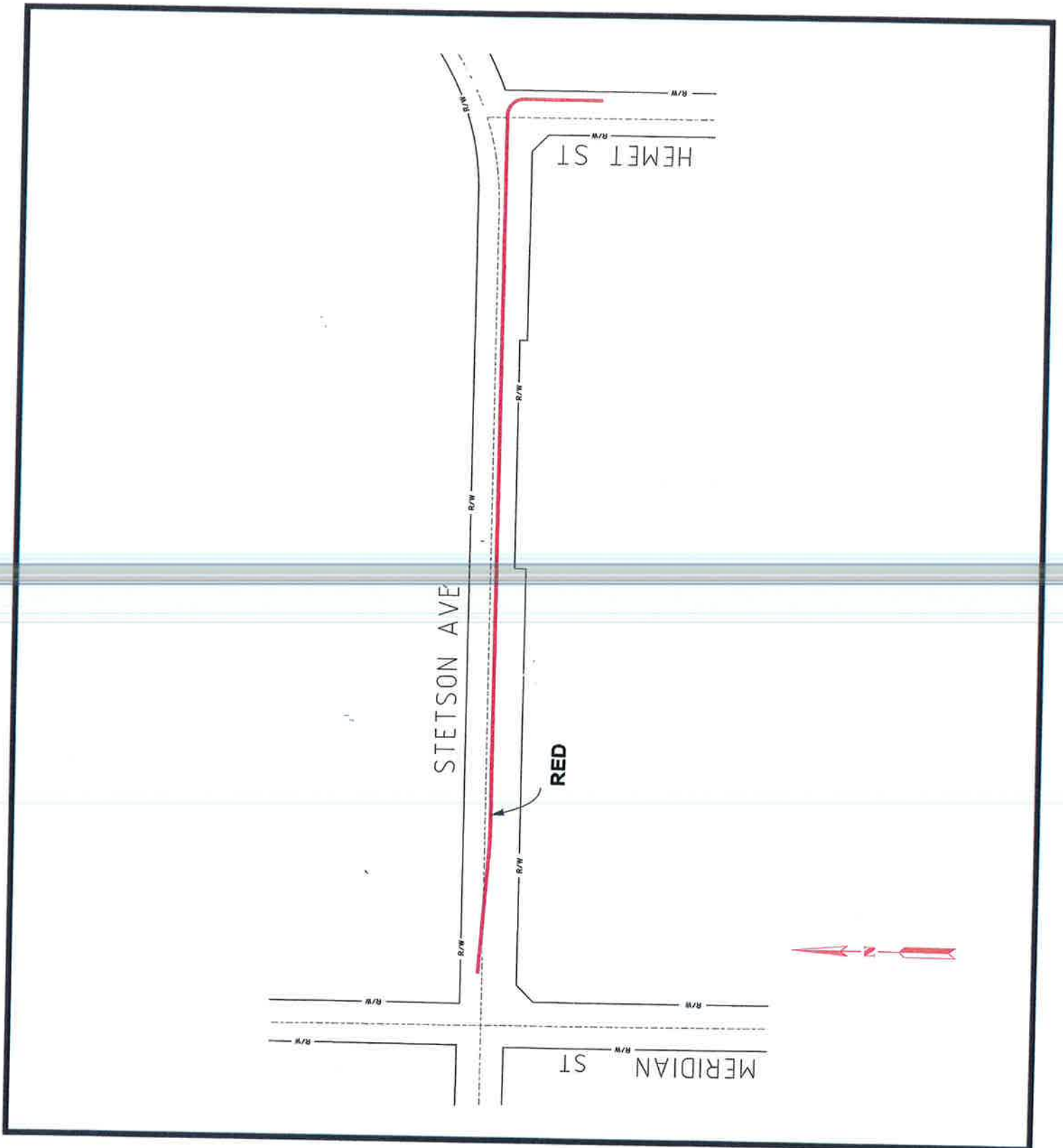
By _____
Deputy

(SEAL)

26 Cooperative Agreement: Riverside County Transportation Department
27 Stetson Avenue Channel, Stage 7 (aka Hemet Master Drainage Plan Line D)
Project No. 4-0-00211

28 04/03/14
AMR:rlp

Exhibit A



COOPERATIVE AGREEMENT
Stetson Avenue Channel, Stage 7
(aka Hemet Master Drainage Plan Line D)
Project No. 4-0-00211
Page 1 of 1