

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

101 B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
February 10, 2015

**SUBJECT:** Cooperative Agreement for Santa Ana Canyon – Below Prado, Inland Empire Brine Line Sheet Pile Protection Project, Project No. 2-0-00108 2nd District [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Cooperative Agreement between the District and Santa Ana Watershed Project Authority (SAWPA); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

**BACKGROUND:**

**Summary**

The Cooperative Agreement sets forth the terms and conditions by which certain flood control improvements, required as part of the Santa Ana River Mainstem Project (SARMP), are to be constructed and inspected by the District and operated and maintained by SAWPA.

Continued on Page 2

**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

AM/blm  
P8/166714

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost:</b>	<b>POLICY/CONSENT (per Exec. Office)</b>
<b>COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
<b>NET DISTRICT COST</b>	\$ N/A	\$ N/A	\$ N/A	\$ N/A	
<b>SOURCE OF FUNDS: N/A</b>				<b>Budget Adjustment: N/A</b>	
				<b>For Fiscal Year: N/A</b>	

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

APPROVE

BY:   
Steven C. Horn

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

Prev. Agn. Ref.:

District: 2<sup>nd</sup>

Agenda Number:

**11-1**

FORM APPROVED COUNTY COUNSEL  
 BY:   
 ANITA C. WILLIS  
 DATE: 10-23-14  
 Departmental Concurrence

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

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

**FORM 11:** Cooperative Agreement for Santa Ana Canyon – Below Prado, Inland Empire Brine Line  
Sheet Pile Protection Project, Project No. 2-0-00108 2nd District [\$0]

**DATE:** February 10, 2015

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

The Agreement is necessary to formalize the terms and conditions for the construction, inspection and operation and maintenance of the referenced protection project. Upon completion of the facility's construction, SAWPA will assume ownership, operation and maintenance of the facility.

In conjunction with its responsibilities as a Local Sponsor of the federal SARMP, District has budgeted for and plans to design and construct the "Santa Ana Canyon – Below Prado, Inland Empire Brine Line Sheet Pile Protection Project," generally located along an abandoned railroad right of way on the north and west side of the Santa Ana River between State Route 71 and the Green River Golf Course. The proposed project is necessary in order to protect SAWPA'S Inland Empire Brine Line from lateral erosion and scour that may result from increased flood releases from Prado Dam associated with the SARMP. The proposed project consists of the construction and subsequent maintenance of approximately 2,200 lineal feet of buried sheet pile.

The potential environmental effects of the Santa Ana Canyon – Below Prado Inland Empire Brine Line Protection Project, including the proposed action, were fully studied in an earlier adopted Initial Study/Mitigated Negative Declaration (IS/MND). Based upon the findings incorporated therein, the Board of Supervisors adopted the IS/MND and a mitigation reporting or monitoring program table and approved the Santa Ana Canyon – Below Prado Inland Empire Brine Line Protection Project on October 22, 2013, Agenda Item 11-5, with Resolution No. F2013-23. As a result, no further environmental documentation is required for California Environmental Quality Act purposes.

District desires SAWPA to accept ownership and responsibility for the operation and maintenance of project upon completion of construction.

County Counsel has approved the Agreement as to legal form and SAWPA has executed the Agreement.

**Impact on Citizens and Businesses**

The residents and businesses of Riverside County are the principal beneficiaries of these efforts. Costs incurred under this Agreement will be funded by ad-valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

District is funding all rights of way, construction and construction inspection costs. The operation and maintenance costs of the facility will be borne by SAWPA.

AM/blm  
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COOPERATIVE AGREEMENT

Santa Ana Canyon - Below Prado, Inland Empire Brine Line  
Sheet Pile Protection Project  
Project No. 2-0-00108

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT, hereinafter called "DISTRICT", and the SANTA ANA  
WATERSHED PROJECT AUTHORITY, hereinafter called "SAWPA", hereby agree as  
follows:

RECITALS

A. In conjunction with its responsibilities as a Local Sponsor of the federal  
Santa Ana River Mainstem Project (SARMP), DISTRICT has budgeted for and plans to design  
and construct the "Santa Ana Canyon – Below Prado, Inland Empire Brine Line Sheet Pile  
Protection Project", hereinafter called "PROJECT", generally located along an abandoned  
railroad right of way on the north and west side of the Santa Ana River between State Route 71  
and the Green River Golf Course. The proposed PROJECT is necessary in order to protect  
SAWPA'S Inland Empire Brine Line from lateral erosion and scour that may result from  
increased flood releases from Prado Dam associated with the SARMP; and

B. The proposed PROJECT consists of the construction and subsequent  
maintenance of approximately 2,200 lineal feet of buried sheet pile, as shown in concept and  
highlighted in red on Exhibit "A", attached hereto and made a part hereof; and

C. DISTRICT desires SAWPA to accept ownership and responsibility for the  
operation and maintenance of PROJECT upon completion of construction.

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

**SECTION I**

DISTRICT shall:

1. Act as Lead Agency pursuant to the California Environmental Quality Act (CEQA) and fulfill all obligations, including implementation and monitoring of all identified mitigation measures, associated therewith.

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

3. Provide SAWPA an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT advertising PROJECT for construction bids.

4. Obtain all necessary permits, rights of way, rights of entry and temporary construction easements necessary to construct, operate and maintain PROJECT. With regard to any environmental/regulatory permits, District shall be solely responsible for fulfilling the terms and conditions stipulated therein.

5. Advertise, award and administer a public works construction contract for PROJECT.

6. Provide SAWPA with written notice that DISTRICT has awarded a construction contract for PROJECT.

7. Notify SAWPA in writing at least twenty (20) days prior to the start of construction of PROJECT.

8. Construct, or cause to be constructed, PROJECT pursuant to a DISTRICT administered public works construction contract, in accordance with IMPROVEMENT PLANS approved by DISTRICT and SAWPA, and pay all costs associated therewith.

1            9. Within two (2) weeks of completing PROJECT construction, provide  
2 SAWPA with written notice that PROJECT construction is substantially complete and request  
3 that SAWPA conduct a final inspection of PROJECT. DISTRICT shall not accept PROJECT  
4 construction as complete until SAWPA notifies DISTRICT that SAWPA has completed its  
5 inspection and is prepared to accept ownership and responsibility for the PROJECT.  
6

7            10. Upon DISTRICT'S acceptance of PROJECT construction as complete,  
8 transfer the necessary permits, rights of entry and rights of way necessary for the operation and  
9 maintenance of PROJECT to SAWPA. Certify to SAWPA that PROJECT is constructed  
10 within rights of way obtained. Said permits, rights of entry and rights of way are described in  
11 Exhibit "B" attached hereto and made a part hereof.  
12

13            11. Upon DISTRICT'S acceptance of PROJECT construction as complete,  
14 provide SAWPA with a copy of the recorded Notice of Completion and a reproducible set of  
15 "record drawings" for PROJECT.  
16

17            12. Administer and enforce the contract warranty provided to the District by  
18 the Contractor, and reimburse SAWPA for expenses SAWPA incurs in connection with  
19 remedying defects that are within the Contractor's warranty.  
20

**SECTION II**

SAWPA shall:

21  
22            1. Review and approve IMPROVEMENT PLANS prior to DISTRICT  
23 advertising PROJECT for construction.

24            2. Upon receipt of DISTRICT'S written notice that PROJECT construction is  
25 substantially complete, conduct a final inspection of PROJECT.  
26

27            3. Accept sole responsibility for ownership, operation and maintenance of  
28 PROJECT upon (i) receipt of DISTRICT'S Notice of Completion of PROJECT; (ii) transfer of

1 all permits, rights of entry and rights of way set forth in Exhibit "B"; (iii) receipt of certification  
2 as set forth in Section I.9; and (iv) receipt of reproducible copy of "record drawing" plans for  
3 PROJECT as set forth in Section I.9.

### 4 SECTION III

5 It is further mutually agreed:

6 1. Except as otherwise provided herein, all construction work involved with  
7 PROJECT shall be inspected by DISTRICT and shall not be deemed complete until approved  
8 and accepted as complete by DISTRICT.

9 2. In the event SAWPA desires to include any additional work not  
10 functionally related to the PROJECT as part of the PROJECT construction contract, SAWPA  
11 shall submit a written request to DISTRICT describing the additional work desired and agrees  
12 to pay DISTRICT for any agreed upon additional work requested. Payment for any additional  
13 work shall be based upon actual quantities of materials installed at the contract unit prices bid,  
14 or at the negotiated change order prices.

15 3. SAWPA personnel may observe and inspect all work being done on  
16 PROJECT, but shall provide any comments to DISTRICT personnel who shall be solely  
17 responsible for all communications with DISTRICT'S construction contractor(s).

18 4. In the event of a major flood event or series of events resulting in the need  
19 for maintenance or repair, at the request of SAWPA, the parties will meet and confer on:

- 20 a. The cause of the problem;
- 21 b. The options for completing corrective action and preventing future  
22 reoccurrence; and
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1 c. Flood control related technical assistance from DISTRICT in  
2 developing solutions and obtaining FEMA reimbursement, if  
3 applicable.

4 5. DISTRICT shall indemnify, defend, save and hold harmless SAWPA  
5 (including its officers, elected and appointed officials, employees, agents, representatives,  
6 independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or  
7 action, present or future, based upon, arising out of or in any way relating to DISTRICT  
8 (including its officers, Board of Supervisors, elected and appointed officials, employees,  
9 agents, representatives, independent contractors and subcontractors) actual or alleged acts or  
10 omissions related to this Agreement, performance under this Agreement, or failure to comply  
11 with the requirements of this Agreement, including but not limited to: (a) property damage; (b)  
12 bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or  
13 nature whatsoever, except where caused by the active negligence, sole negligence or willful  
14 misconduct of SAWPA.  
15

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

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

10           8. This Agreement is to be construed in accordance with the laws of the State  
11 of California.

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

15 RIVERSIDE COUNTY FLOOD CONTROL	SANTA ANA WATERSHED
16 AND WATER CONSERVATION DISTRICT	PROJECT AUTHORITY
17 1995 Market Street	11615 Sterling Avenue
Riverside, CA 92501	Riverside, CA 92503
Attn: Special Projects Section	Attn: David Ruhl, Program Manager

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

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

26           12. This Agreement is intended by the parties hereto as a final expression of  
27 their understanding with respect to the subject matter hereof and as a complete and exclusive  
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1 statement of the terms and conditions thereof. This Agreement may be changed or modified  
2 only upon the written consent of the parties hereto.

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

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

4  
5 RECOMMENDED FOR APPROVAL:

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

6  
7 By   
8 WARREN D. WILLIAMS  
9 General Manager-Chief Engineer

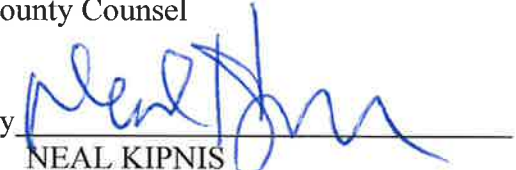
By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

10 APPROVED AS TO FORM:

ATTEST:

11 GREG PRIAMOS  
12 County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

13  
14 By   
15 NEAL KIPNIS  
16 Deputy County Counsel

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

(SEAL)

26 Cooperative Agreement - Santa Ana Canyon –  
27 Below Prado, Inland Empire Brine Line Sheet Pile Protection Project  
28 AM:blm  
12/18/14

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**SANTA ANA WATERSHED PROJECT AUTHORITY**

By  \_\_\_\_\_  
CELESTE CANTU  
General Manager

Cooperative Agreement - Santa Ana Canyon –  
Below Prado, Inland Empire Brine Line Sheet Pile Protection Project  
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12/18/14

