

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



922A

**SUBMITTAL DATE:**  
April 22, 2010

**FROM:** TLMA - Transportation Department

**SUBJECT:** Pedley Hills - Bolero Drive Storm Drain  
Cooperative Agreement between the Riverside County Transportation Department  
and the Flood Control and Water Conservation District

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

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

**BACKGROUND:** The Agreement sets forth the terms and conditions by which the District is to construct the Pedley Hills – Bolero Drive Storm Drain.

Juan C. Perez  
Director of Transportation

FK  
(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010

<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   
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone and Ashley  
Nays: None  
Absent: Benoit  
Date: June 8, 2010  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.

District: 2<sup>nd</sup>

Agenda Number:

**3.66**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY:   
MARSHA L. VICTOR  
DATE: 5/12/10

Departmental Concurrence

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

The Honorable Board of Supervisors  
RE: Pedley Hills - Bolero Drive Storm Drain  
April 22, 2010  
Page 2 of 2

The District is funding all storm drain, right-of-way, construction and its inspection costs.

The County is granting the District the necessary rights to construct, operate and maintain the project within County road right-of-ways and, upon completion of project construction, will assume ownership, operation and maintenance of the project's mainline storm drain, associated laterals, catch basins and connector pipes.

County Counsel has approved the Agreement as to legal form. A companion item appears on the Flood Control District's agenda this same date.

COOPERATIVE AGREEMENT  
 Pedley Hills – Bolero Drive Storm Drain  
 (Project No. 1-0-00138)

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, hereinafter called "TRANSPORTATION", hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for and plans to design and construct Pedley Hills – Bolero Drive Storm Drain, hereinafter called "STORM DRAIN". This facility will provide improved drainage and flood control in the unincorporated Pedley area of northwestern Riverside County, and consists of an underground storm drain to be constructed along a route generally described as follows: commencing on the southwesterly boundary of Ironstone Drive approximately 200 feet southeasterly from its intersection with Bolero Drive, thence northwesterly along Ironstone Drive to Bolero Drive, thence northeasterly along Bolero Drive to Sebring Drive, thence northwesterly along Sebring Drive to its intersection with Big Rock Drive, thence continuing northwesterly along the common boundary between Lots 23 and 24 of Tract No. 3318, as shown on map recorded in Map Book 54, Pages 12 and 13, Official Records of Riverside County, to Lot 1 of Tract No. 22730, as shown on map recorded in Map Book 210, Pages 97 through 108, Official Records of Riverside County, thence northerly across said Lot 1 of Tract No. 22730 to a point of ending in Lot 69 of Tract No. 23817, as shown in Map Book 215, Pages 3 through 7, Official Records of Riverside County, southerly from the southwesterly corner of Lot 8 of said Tract No. 23817, all as shown in concept in red on Exhibit "A" attached hereto, and made a part hereof. At its upstream terminus STORM DRAIN connects to an existing twenty-one inch (21") storm drain owned by TRANSPORTATION; and

1           B. Associated with the construction of STORM DRAIN is the construction of  
2 various catch basins and connector pipes located within TRANSPORTATION and/or private  
3 rights of way, hereinafter called "APPURTENANCES". STORM DRAIN and  
4 APPURTENANCES are hereinafter altogether called "PROJECT"; and

5           C. DISTRICT desires TRANSPORTATION to accept ownership and  
6 responsibility for the operation and maintenance of PROJECT upon completion. Therefore,  
7 TRANSPORTATION must review and approve DISTRICT'S plans and specifications for  
8 PROJECT and subsequently inspect the construction of PROJECT; and

9           D. DISTRICT is willing to: (i) prepare plans and specifications for PROJECT,  
10 hereinafter called "IMPROVEMENT PLANS", in accordance with DISTRICT and  
11 TRANSPORTATION standards, (ii) act as Lead Agency pursuant to the California  
12 Environmental Quality Act (CEQA), (iii) secure all permits, regulatory permits, licenses, rights  
13 of entry and rights of way necessary to construct, inspect, operate and maintain PROJECT except  
14 as otherwise provided herein, (iv) allow TRANSPORTATION an opportunity to review and  
15 approve IMPROVEMENT PLANS, permits, regulatory permits, licenses, rights of entry and  
16 rights of way documents prior to advertising PROJECT for construction, (v) advertise, award  
17 and administer a public works PROJECT construction contract, (vi) provide all construction  
18 surveys, materials testing and construction inspection necessary for construction of PROJECT,  
19 (vii) pay all costs related to PROJECT'S design, construction and administration, (viii) provide  
20 TRANSPORTATION with original "record drawings" of IMPROVEMENT PLANS as provided  
21 herein, and (ix) accept ownership and responsibility for the operation and maintenance of  
22 PROJECT until such time as TRANSPORTATION accepts PROJECT for ownership, operation  
23 and maintenance as provided herein; and  
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1 E. TRANSPORTATION is willing to (i) review and approve  
2 IMPROVEMENT PLANS prepared by DISTRICT for PROJECT, (ii) review and approve  
3 permits, regulatory permits, licenses, rights of entry and rights of way documents, (iii) grant  
4 DISTRICT or its contractor(s) the rights necessary to construct and inspect PROJECT within  
5 TRANSPORTATION rights of way, (iv) inspect the construction of PROJECT for quality  
6 control purposes, and (v) accept ownership and responsibility for the operation and maintenance  
7 of PROJECT upon (i) receipt of DISTRICT'S Notice of Completion, (ii) receipt of engineering  
8 documentation confirming that PROJECT was constructed in accordance with IMPROVEMENT  
9 PLANS, (iii) conveyance to TRANSPORTATION of the necessary rights of way for the  
10 inspection, operation and maintenance of PROJECT as set forth herein and (iv) receipt of  
11 original record drawings of IMPROVEMENT PLANS as provided herein; and  
12

13 F. The purpose of this Agreement is to memorialize the mutual understandings  
14 by and between DISTRICT and TRANSPORTATION with respect to design, construction,  
15 inspection, ownership, operation and maintenance, and funding of PROJECT.  
16

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

18 SECTION I

19 DISTRICT shall:

20 1. Prepare or cause to be prepared, IMPROVEMENT PLANS, as shown on  
21 District Drawing No. 1-666, in accordance with DISTRICT and TRANSPORTATION  
22 standards, and submit to TRANSPORTATION for its review and approval prior to advertising  
23 PROJECT for construction.  
24

25 2. Pursuant to CEQA, assume lead agency role and responsibility for  
26 preparation, circulation, and adoption of all necessary and appropriate CEQA documents  
27 pertaining to the construction, operation and maintenance of PROJECT.  
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1           3. Pay all DISTRICT costs associated with the preparation of  
2 IMPROVEMENT PLANS and with the processing and administration of this Agreement.

3           4. Obtain at its sole cost and expense, all necessary permits, approvals or  
4 agreements required by any Federal or State resource or regulatory agencies pertaining to the  
5 construction, operation and maintenance of PROJECT. Such documents, hereinafter called  
6 "REGULATORY PERMITS", may include, but are not limited to, a Section 404 permit issued  
7 by U.S. Army Corps of Engineers (USACOE), a Section 401 Water Quality Certification issued  
8 by the California Regional Water Quality Control Board (CRWQCB), a Section 1601 Streambed  
9 Alteration Agreement issued by the California Department of Fish and Game and National  
10 Pollutant Discharge Elimination System Permits issued by the State Water Resources Control  
11 Board or CRWQCB.  
12

13           5. Furnish TRANSPORTATION with copies of all permits, approvals or  
14 agreements required by any Federal or State resource and/or regulatory agency for the  
15 construction, operation and maintenance of PROJECT. Such documents include but are not  
16 limited to those issued by the USACOE, CRWQCB, California State Department of Fish and  
17 Game and State Water Resources Control Board.  
18

19           6. Secure at its sole cost and expense, all necessary licenses, agreements,  
20 permits and rights of entry as may be needed for the construction, inspection, operation and  
21 maintenance of PROJECT.  
22

23           7. Obtain at its sole cost and expense, all temporary construction easements  
24 and all easements necessary for flood control and drainage purposes, including ingress and  
25 egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection,  
26 operation and maintenance of PROJECT, as shown in concept cross-hatched in red and in blue,  
27 respectively, on Exhibit "B" attached hereto and made a part hereof. The easements shall be in a  
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1 form approved by DISTRICT and TRANSPORTATION and shall be executed by all legal and  
2 equitable owners of the property described in each easement.

3 8. Advertise, award and administer a public works PROJECT construction  
4 contract.

5 9. Provide TRANSPORTATION with written notice that DISTRICT has  
6 awarded a construction contract for PROJECT.

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

9 11. Furnish TRANSPORTATION, at the time of providing written notice to  
10 TRANSPORTATION of the start of construction as set forth in Section I.10., a construction  
11 schedule which shall show the order and dates in which DISTRICT or DISTRICT'S contractor  
12 proposes to carry on the various parts of work, including estimated start and completion dates.  
13

14 12. Construct or cause to be constructed, PROJECT pursuant to a DISTRICT  
15 administered construction contract, in accordance with IMPROVEMENT PLANS approved by  
16 DISTRICT and TRANSPORTATION, and pay all costs associated therewith.

17 13. Inspect construction of PROJECT.

18 14. Grant TRANSPORTATION, by execution of this Agreement, the right to  
19 enter upon DISTRICT controlled property where necessary and convenient for the purpose of  
20 gaining access to, and performing quality control inspection service for, the construction of  
21 PROJECT as set forth herein.  
22

23 15. Furnish, or cause its construction manager to furnish, all construction survey  
24 and materials testing services necessary to construct PROJECT.  
25

26 16. Not permit any change to or modification of the IMPROVEMENT PLANS  
27 without the prior written permission and consent of TRANSPORTATION.  
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1           17. Require its construction contractor(s) to comply with all Cal/OSHA safety  
2 regulations including regulations concerning confined space and maintain a safe working  
3 environment for all DISTRICT and TRANSPORTATION employees on the site.

4           18. Require its PROJECT construction contractor to furnish DISTRICT,  
5 following DISTRICT'S award of a PROJECT construction contract, a confined space entry  
6 procedure specific to PROJECT. The procedure shall comply with requirements contained in  
7 California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section  
8 5157, Permit Required Confined Space and DISTRICT confined Space Procedures, SOM-18.  
9 The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to  
10 Proceed.

11           19. Require its PROJECT construction contractor(s), following DISTRICT'S  
12 award of a PROJECT construction contract, to procure and maintain comprehensive liability  
13 insurance which shall protect DISTRICT and the County of Riverside from claims for damages  
14 for personal injury, including accidental or wrongful death, as well as from claims for property  
15 damage, which may arise from DISTRICT'S construction of PROJECT or the performance of its  
16 obligations hereunder, whether such construction or performance be by DISTRICT, the  
17 aforementioned construction contractor(s), or any subcontractors to said construction  
18 contractor(s), or by anyone employed directly or indirectly by said construction contractor(s) or  
19 subcontractors. Such insurance shall provide for coverage limits of not less than two million  
20 dollars (\$2,000,000) per occurrence and shall name DISTRICT and the County of Riverside as  
21 additional insureds with respect to this Agreement and the obligations of DISTRICT hereunder.  
22 Said insurance coverage shall be provided by an insurance company licensed to transact  
23 insurance business in the State of California, having an A.M. Best rating of A:VIII (A:8) or  
24 better, and shall be evidenced by a certificate (or certificates) of insurance indicating that the  
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1 insurance is in full force and effect and that DISTRICT and the County of Riverside are named  
2 as additional insureds. Said certificate(s) of insurance shall contain the covenant of the insurance  
3 carrier(s) that thirty (30) days written notice shall be provided to DISTRICT and the County of  
4 Riverside prior to any modification, cancellation, or reduction in coverage of said insurance.

5           20. Accept ownership and sole responsibility for the operation and maintenance  
6 of PROJECT until such time as TRANSPORTATION accepts ownership and responsibility for  
7 operation and maintenance of PROJECT. Further, it is mutually understood by the parties hereto  
8 that prior to TRANSPORTATION acceptance of ownership and responsibility for the operation  
9 and maintenance of PROJECT, PROJECT shall be in a satisfactorily maintained condition as  
10 solely determined by TRANSPORTATION.  
11

12           21. Within two (2) weeks of completing PROJECT construction, provide  
13 TRANSPORTATION with written notice that PROJECT construction is substantially complete  
14 and requesting that TRANSPORTATION conduct a final inspection of PROJECT.  
15

16           22. Upon completion of PROJECT construction, and upon acceptance by  
17 TRANSPORTATION of PROJECT for ownership, operation and maintenance, convey, or cause  
18 to be conveyed to TRANSPORTATION flood control easement(s), including ingress and egress,  
19 for the rights of way as shown in concept cross-hatched in blue on Exhibit "B".  
20

21           23. Upon completion of PROJECT construction but prior to  
22 TRANSPORTATION'S acceptance of PROJECT for ownership, operation and maintenance,  
23 provide TRANSPORTATION with appropriate engineering documentation necessary to  
24 establish that PROJECT was constructed in accordance with the approved DRAINAGE PLANS.

25           24. Upon acceptance by TRANSPORTATION of PROJECT for ownership,  
26 operation and maintenance, provide TRANSPORTATION original "record drawings" of  
27 IMPROVEMENT PLANS.  
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1 easement(s), including ingress and egress, for the rights of way as shown in concept cross-  
2 hatched in blue on Exhibit "B" as set forth in Section I.22., (iii) receipt of appropriate  
3 engineering documentation as set forth in Section I.23., and (iv) receipt of "as-built" construction  
4 drawings as set forth in Section I.24.

### 5 SECTION III

6 It is further mutually agreed:

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

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

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

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

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

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

15  
16  
17 RIVERSIDE COUNTY FLOOD CONTROL  
18 AND WATER CONSERVATION DISTRICT  
19 1995 Market Street  
Riverside, CA 92501  
Attn: Administrative Services

COUNTY OF RIVERSIDE  
Post Office Box 1090  
Riverside, CA 92502-1090  
Attn: Transportation Department

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

23           8. This Agreement is the result of negotiations between the parties hereto, and  
24 the advice and assistance of their respective counsel. No provision contained herein shall be  
25 construed against DISTRICT solely because, as a matter of convenience, it prepared this  
26 Agreement in its final form.  
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9. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof. This Agreement may be changed or modified only upon the written consent of the parties hereto.

10. This Agreement may be executed and delivered in any number of counterparts or copies, hereinafter called "COUNTERPART", by the parties hereto. When each party has signed and delivered at least one COUNTERPART to the other parties hereto, each COUNTERPART shall be deemed an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the parties hereto.

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

JUN 8 2010  
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By Steve Thomas  
for WARREN D. WILLIAMS  
General Manager-Chief Engineer

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

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

APPROVED AS TO FORM:

PAMELA J. WALLS  
County Counsel  
By Neal Kipnis  
NEAL KIPNIS  
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board  
By Tamara Sklenner  
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

By Juan C. Perez  
JUAN C. PEREZ  
Director of Transportation

**COUNTY OF RIVERSIDE**

By Marion Ashley  
MARION ASHLEY, Chairman  
County of Riverside Board of Supervisors

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board  
By Tamara Sklenner  
Deputy

(SEAL)

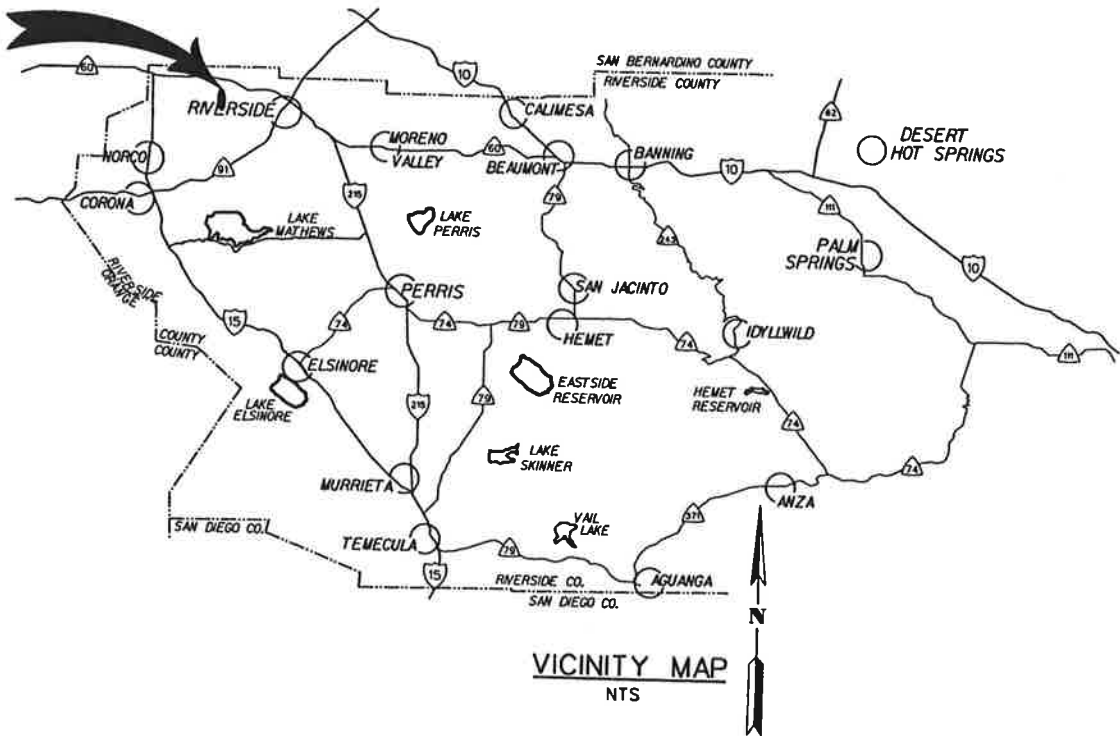
FORM APPROVED COUNTY COUNSEL

BY: Marsha L. Victor 5/12/10  
MARSHA L. VICTOR DATE

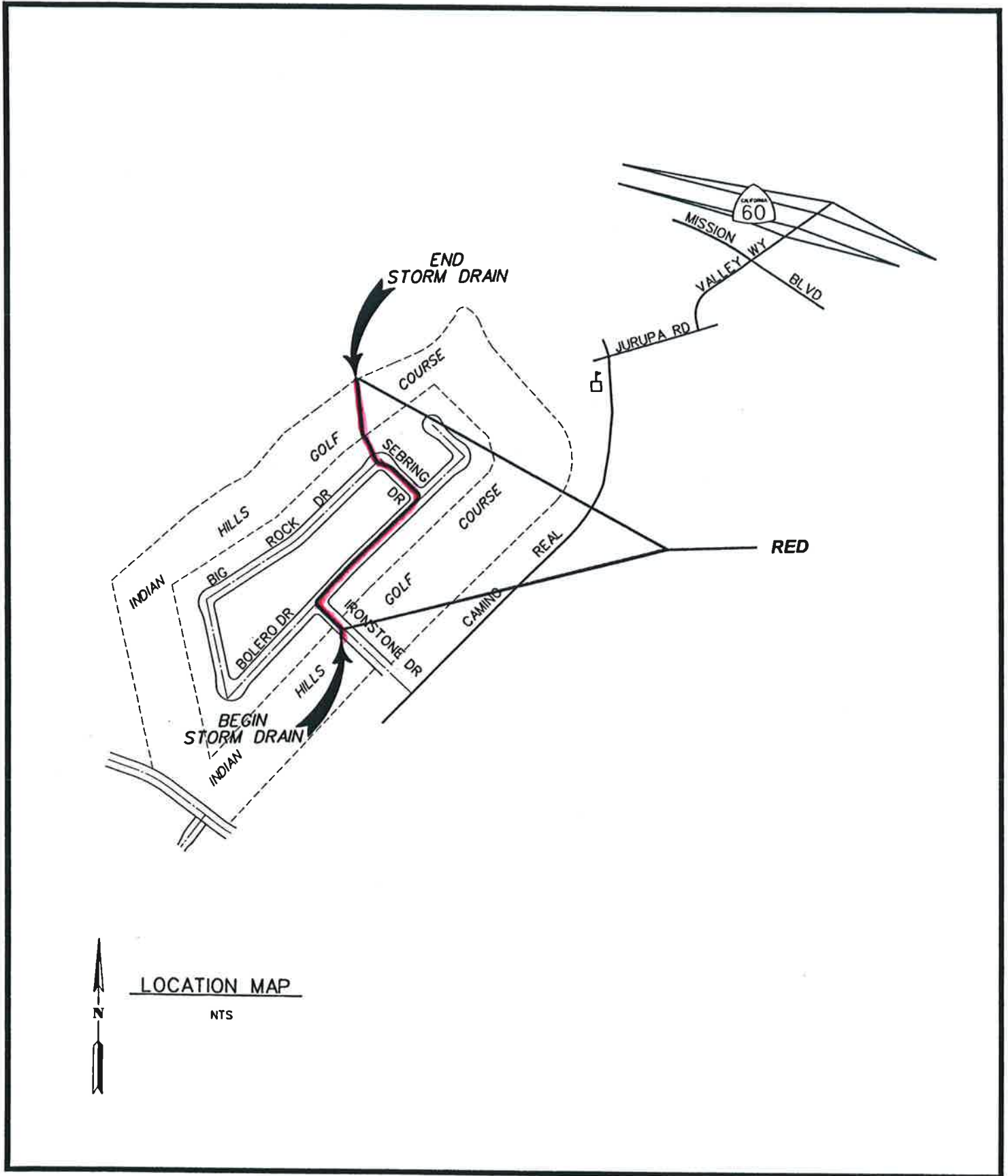
Cooperative Agreement: Pedley Hills – Bolero Drive Storm Drain  
AD:blj  
5/10/10

**Exhibit A**

**PROJECT  
LOCATION**



**Exhibit A**





**Exhibit B**

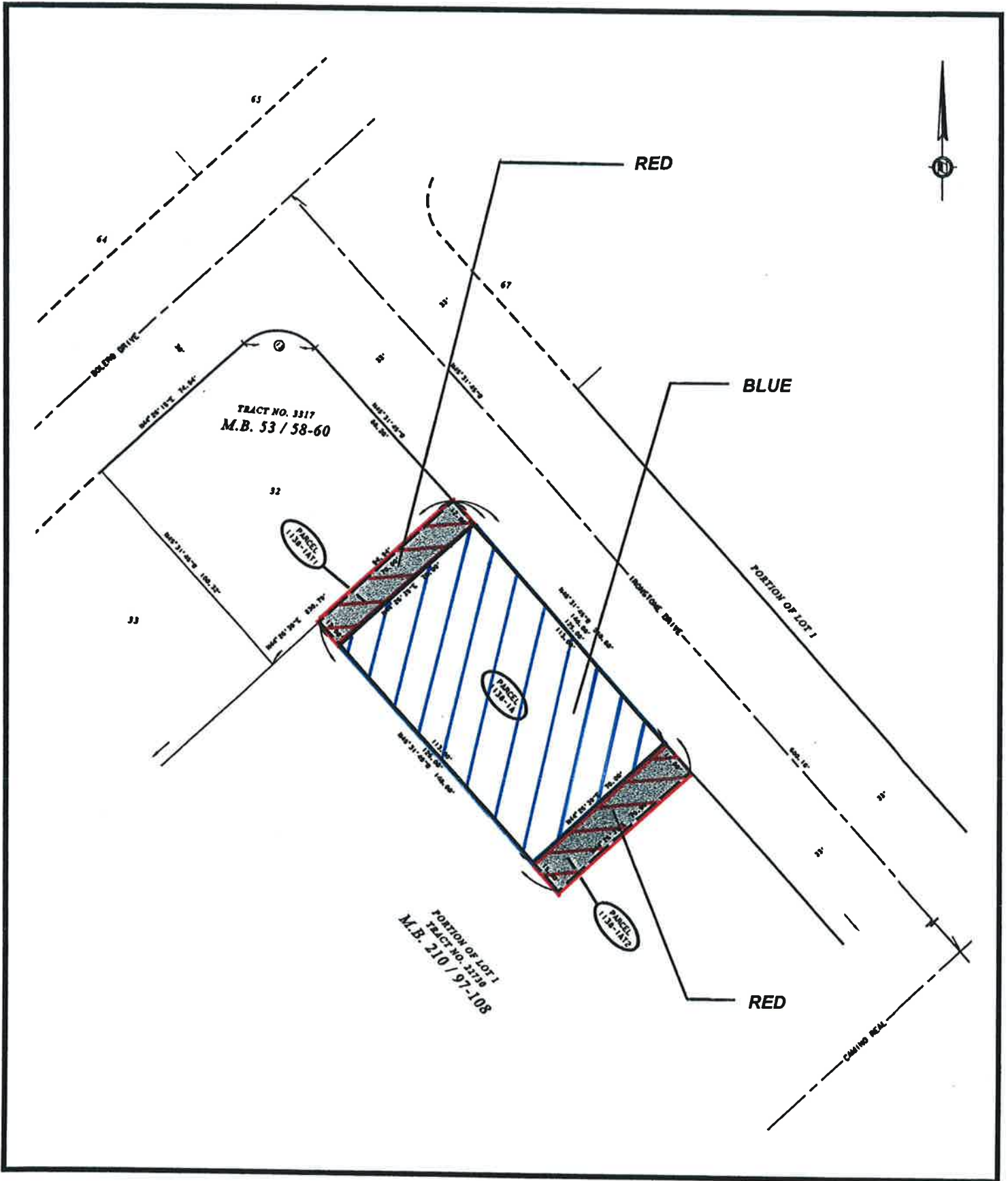
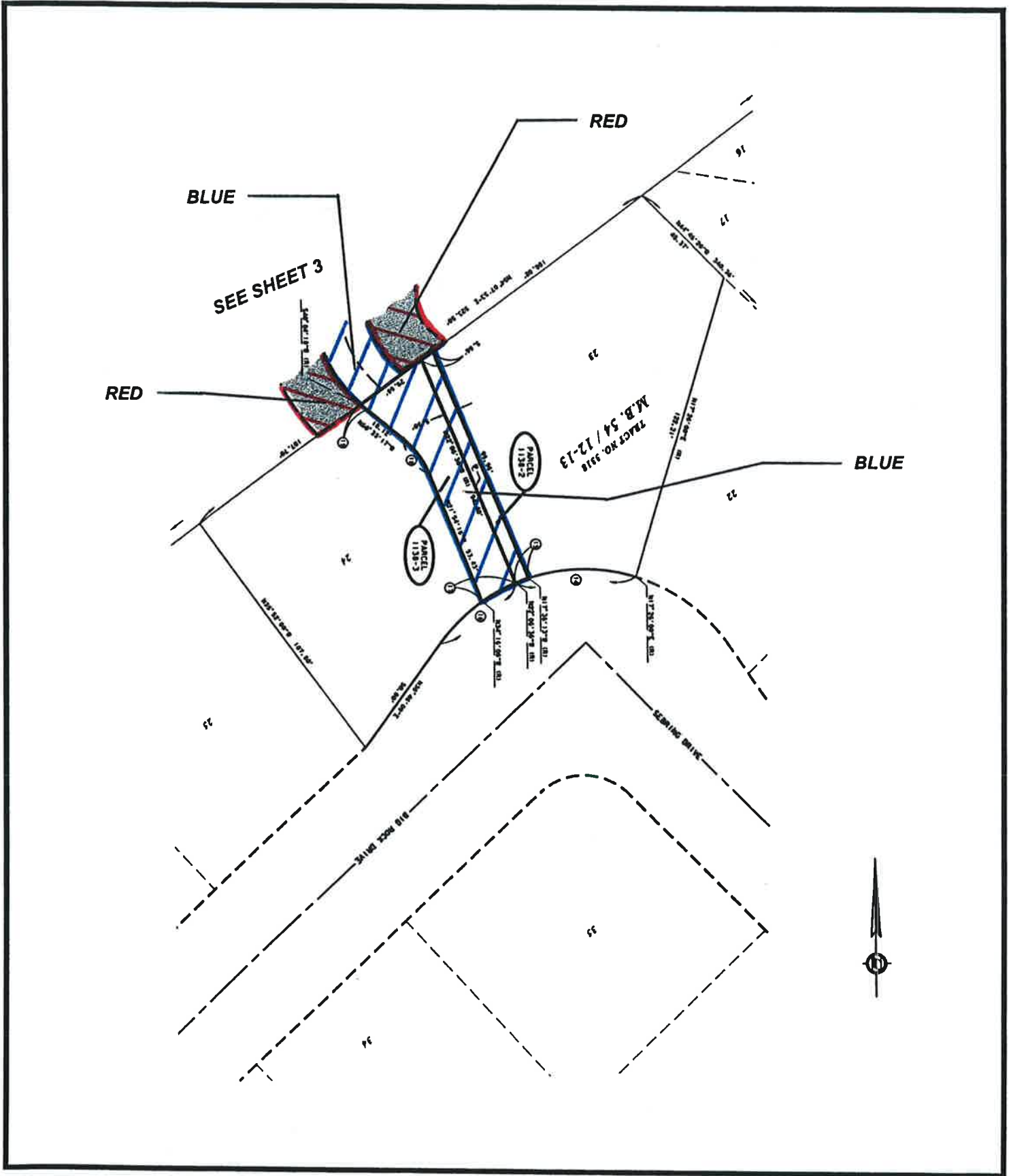


Exhibit B



**Exhibit B**

