

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

131 B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

January 11, 2010

SUBJECT: Corona Drains East Ontario Avenue Storm Drain, Stage 2
Project No. 2-0-00351
Cooperative Agreement

RECOMMENDED MOTION:

1. Approve the Agreement between the District and the County Transportation Department and
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 Corona Drains East Ontario Avenue Storm Drain, Stage 2 project. Upon completion of project construction, the District will assume ownership, operation and maintenance of the project's mainline storm drains greater than 36-inch in diameter.

Continued on Page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	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

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Michael R. Shetler
Michael R. Shetler

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: January 11, 2011
xc: Flood, Transp.

Kecia Harper-Ihem
Clerk of the Board
By: Kecia Harper-Ihem
Deputy

Prev. Agn. Ref.: District: 2nd Agenda Number: **11.2**

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 01/11/10

Dept's Recomm.:
Per Exec. Ofc.:

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

SUBJECT: Corona Drains East Ontario Avenue Storm Drain, Stage 2
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Page 2

BACKGROUND contd.:

The County Transportation Department is obtaining and granting the District the necessary rights of way to construct, operate, and maintain the project. Upon completion of project construction, Transportation will assume ownership, operation and maintenance of the project's associated catch basins, connector pipes and storm drain segments that are 36-inch or smaller in diameter.

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

TLC:blj

COOPERATIVE AGREEMENT

Corona Drains East Ontario Avenue Storm Drain, Stage 2
(Project No. 2-0-00351)

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 Corona Drains East Ontario Avenue Storm Drain, Stage 2, hereinafter called "STORM DRAIN". This facility will provide improved drainage and flood control in the unincorporated El Cerrito area of northwestern Riverside County and consists of approximately 1,000 lineal feet of underground storm drain system, as shown in concept in green on Exhibit "A" attached hereto and made a part hereof; and

B. Associated with the construction of STORM DRAIN are various catch basins and connector pipes located within TRANSPORTATION and/or private rights of way, hereinafter called "APPURTENANCES", as shown in concept in red on Exhibit "A" attached hereto and made a part hereof. STORM DRAIN and APPURTENANCES are hereinafter altogether called "PROJECT"; and

C. DISTRICT desires TRANSPORTATION to accept ownership and responsibility for the operation and maintenance of APPURTENANCES and STORM DRAIN segments that are 36-inch or smaller in diameter, hereinafter altogether called "TRANSPORTATION FACILITIES", upon completion. Therefore, TRANSPORTATION must review and approve DISTRICT'S plans and specifications for PROJECT and subsequently inspect the construction of PROJECT; and

1 D. The purpose of this Agreement is to memorialize the mutual understandings
2 by and between DISTRICT and TRANSPORTATION with respect to design, construction,
3 inspection, ownership, operation and maintenance, and funding of PROJECT.

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

5 **SECTION I**

6 DISTRICT shall:

7 1. Prepare or cause to be prepared IMPROVEMENT PLANS in accordance
8 with DISTRICT and TRANSPORTATION standards, and submit IMPROVEMENT PLANS to
9 TRANSPORTATION for its review and approval prior to advertising PROJECT for
10 construction.
11

12 2. Pursuant to CEQA, assume lead agency role and responsibility for
13 preparation, circulation, and adoption of all necessary and appropriate CEQA documents
14 pertaining to the construction, operation and maintenance of PROJECT.
15

16 3. Pay all DISTRICT costs associated with the preparation of
17 IMPROVEMENT PLANS and with the processing and administration of this Agreement.

18 4. Obtain at its sole cost and expense, all necessary licenses and permits as
19 may be needed to construct, inspect, operate and maintain PROJECT.

20 5. Advertise, award and administer a public works PROJECT construction
21 contract.
22

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

25 7. Notify TRANSPORTATION in writing at least twenty (20) days prior to the
26 start of construction of PROJECT.
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1 8. Furnish TRANSPORTATION, at the time of providing written notice to
2 TRANSPORTATION of the start of construction as set forth in Section I.7., a construction
3 schedule which shall show the order and dates in which DISTRICT or DISTRICT'S contractor
4 proposes to carry on the various parts of work, including estimated start and completion dates.

5 9. Construct or cause to be constructed, PROJECT pursuant to a DISTRICT
6 administered construction contract, in accordance with IMPROVEMENT PLANS approved by
7 DISTRICT and TRANSPORTATION, and pay all costs associated therewith.

8 10. Inspect construction of PROJECT.

9 11. Furnish, or cause its construction manager to furnish, all construction survey
10 and materials testing services necessary to construct PROJECT.

11 12. Not permit any change to or modification of the IMPROVEMENT PLANS
12 without the prior written permission and consent of TRANSPORTATION.

13 13. Require its construction contractor(s) to comply with all Cal/OSHA safety
14 regulations including regulations concerning confined space and maintain a safe working
15 environment for all DISTRICT and TRANSPORTATION employees on the site.

16 14. Require its prime construction contractor to furnish DISTRICT, following
17 DISTRICT'S award of a PROJECT construction contract, a confined space entry procedure
18 specific to PROJECT. The procedure shall comply with requirements contained in California
19 Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157,
20 Permit Required Confined Space and District confined Space Procedures, SOM-18. The
21 procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to
22 Proceed.

23 15. Require its prime construction contractor(s), following DISTRICT'S award
24 of a PROJECT construction contract, to procure and maintain comprehensive liability insurance
25

1 which shall protect DISTRICT and the County of Riverside from claims for damages for
2 personal injury, including accidental or wrongful death, as well as from claims for property
3 damage, which may arise from DISTRICT'S construction of PROJECT or the performance of its
4 obligations hereunder, whether such construction or performance be by DISTRICT, the
5 aforementioned construction contractor(s), or any subcontractors to said construction
6 contractor(s), or by anyone employed directly or indirectly by said construction contractor(s) or
7 subcontractors. Such insurance shall provide for coverage limits of not less than two million
8 dollars (\$2,000,000) per occurrence and shall name DISTRICT and the County of Riverside as
9 additional insureds with respect to this Agreement and the obligations of DISTRICT hereunder.
10 Said insurance coverage shall be provided by an insurance company licensed to transact
11 insurance business in the State of California, having an A.M. Best rating of A:VIII (A:8) or
12 better, and shall be evidenced by a certificate (or certificates) of insurance indicating that the
13 insurance is in full force and effect and that DISTRICT and the County of Riverside are named
14 as additional insureds. Said certificate(s) of insurance shall contain the covenant of the insurance
15 carrier(s) that thirty (30) days written notice shall be provided to DISTRICT and the County of
16 Riverside prior to any modification, cancellation, or reduction in coverage of said insurance.
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19 16. Accept ownership and sole responsibility for the operation and maintenance
20 of PROJECT until such time as TRANSPORTATION accepts ownership and responsibility for
21 operation and maintenance of TRANSPORTATION FACILITIES. Further, it is mutually
22 understood by the parties hereto that prior to TRANSPORTATION acceptance of ownership and
23 responsibility for the operation and maintenance of TRANSPORTATION FACILITIES,
24 TRANSPORTATION FACILITIES shall be in a satisfactorily maintained condition as solely
25 determined by TRANSPORTATION.
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1 4. Order the relocation of all utilities installed by permit or franchise within
2 TRANSPORTATION rights of way which conflict with the construction of PROJECT and
3 which must be relocated at the utility company's expense.

4 5. Issue DISTRICT'S contractor(s) a no fee permit to construct PROJECT.

5 6. Inspect PROJECT construction at its sole cost, but provide any comments to
6 DISTRICT personnel who shall be solely responsible for all quality control communications
7 with DISTRICT'S contractor(s) during the construction of PROJECT.

8 7. Upon receipt of DISTRICT'S written notice that PROJECT construction is
9 substantially complete, conduct a final inspection of PROJECT.

10 8. Accept sole responsibility for ownership, operation and maintenance of
11 TRANSPORTATION FACILITIES upon (i) receipt of DISTRICT'S Notice of Completion of
12 PROJECT, (ii) receipt of appropriate engineering documentation as set forth in Section I.18, and
13 (iii) receipt of original "record drawings" as set forth in Section I.19.

14 SECTION III

15 It is further mutually agreed:

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

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

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

15 4. Any waiver by DISTRICT or by TRANSPORTATION of any breach of any
16 one or more of the terms of this Agreement shall not be construed to be a waiver of any
17 subsequent or other breach of the same or of any other term hereof. Failure on the part of
18 DISTRICT or TRANSPORTATION to require exact, full and complete compliance with any
19 terms of this Agreement shall not be construed as in any manner changing the terms hereof, or
20 estopping DISTRICT or TRANSPORTATION from enforcement hereof.
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22 5. This Agreement is to be construed in accordance with the laws of the State
23 of California.
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25 6. Any and all notices sent or required to be sent to the parties to this
26 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:
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1 RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
2 1995 Market Street
Riverside, CA 92501
3 Attn: Administrative Services Section

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

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

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

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

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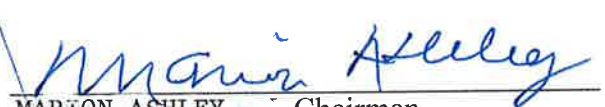
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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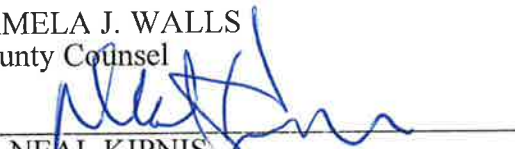
JAN 11 2011
(to be filled in by Clerk of the Board)


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

By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

By 
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
Deputy County Counsel


ATTEST:
KECIA HARPER-IHEM
Clerk of the Board
By 
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:


JUAN C. PEREZ
Director of Transportation

COUNTY OF RIVERSIDE
By 
BOB BUSTER, Chairman
County of Riverside Board of Supervisors

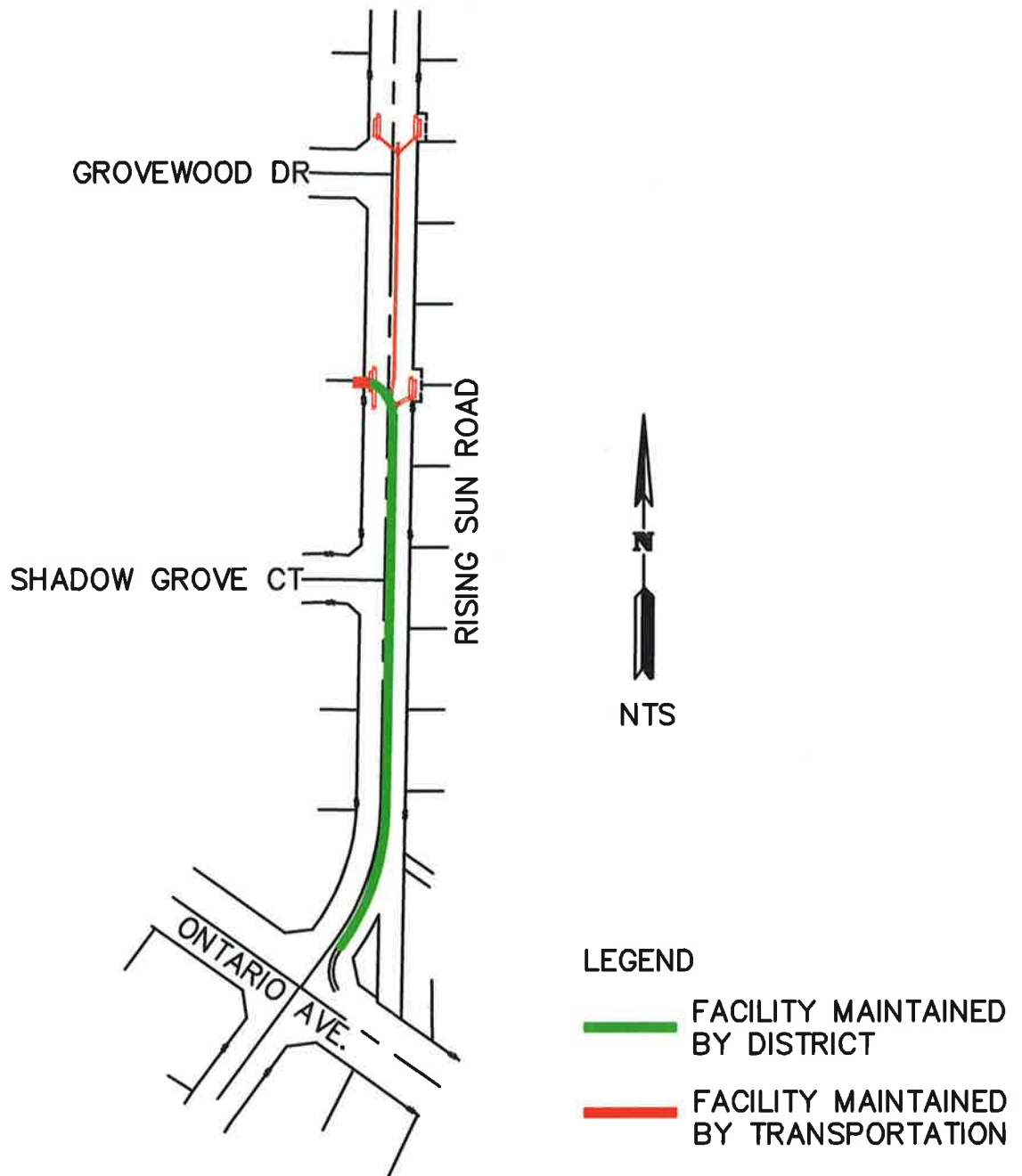
ATTEST:
KECIA HARPER-IHEM
Clerk of the Board
By 
Deputy

(SEAL)

FORM APPROVED COUNTY COUNSEL
BY:  DATE 12-28-10
SYNTHIA M. GUNZEL

Cooperative Agreement: Corona Drains East Ontario Avenue Storm Drain, Stage 2
TLC:blj
12/1/10

JAN 11 2011 11.2



COOPERATIVE AGREEMENT
 CORONA DRAINS EAST ONTARIO AVENUE STORM DRAIN, STAGE 2
 PROJECT NO. 2-0-0351