

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

815B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
September 13, 2011

SUBJECT: Homeland MDP Line 2, Stage 2 Project
Project No. 4-0-00337-02
Cooperative Agreement

RECOMMENDED MOTION:

1. Approve the Cooperative Agreement between the District and County of Riverside Transportation Department (County); 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 the Homeland MDP Line 2, Stage 2 project. The District is going to design, construct, operate and maintain an underground storm drain system within County road rights of way.

Continued on Page 2

TT:seb
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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: N/A	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

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Tavaglione and Benoit
Nays: None
Absent: Stone
Date: September 13, 2011

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

xc: Flood, Transp.
Supervisor Ashley submitted a letter of potential conflict of interest

Prev. Agn. Ref.: District: 5 Agenda Number:

11.2

FORM APPROVED COUNTY COMPTROLLER BY: MICHAEL R. SHETLER DAT

Departmental Concurrence

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

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

SUBJECT: Homeland MDP Line 2, Stage 2 Project
Project No. 4-0-00337-02
Cooperative Agreement

SUBMITTAL DATE: September 13, 2011
Page 2

BACKGROUND:

The County is granting the District the necessary rights to construct, operate and maintain the project within Transportation road rights of way and, upon completion of project construction, will assume ownership, operation and maintenance responsibilities of all connector pipes and inlets.

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

County of Riverside



SUPERVISOR MARION ASHLEY FIFTH DISTRICT

September 13, 2011

Ms. Pamela J. Walls, County Counsel
County of Riverside, Office of County Counsel
3690 Orange Street, Suite 500
Riverside, California 92501

Potential Conflict of Interest, Board of Supervisors' Agenda,
September 13, 2011, Items 3.92, 11.2 and 11.3

Dear Ms. Walls:

In an abundance of caution, I will not be participating in items 3.92, 11.2 and 11.3 due to a potential conflict of interest as I own property in Romoland that could conceivably benefit from this project.

In an effort to keep the record on this subject as clear as possible, I will not participate in these discussions.

Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in black ink that reads "Marion Ashley". The signature is written in a cursive style.

MARION ASHLEY
5th District Supervisor

MA:rnh

COOPERATIVE AGREEMENT

Homeland MDP Line 2, Stage 2

(Project No. 4-0-00337-02)

1
2
3 The RIVERSIDE COUNTY FLOOD CONTROL AND WATER
4 CONSERVATION DISTRICT, hereinafter called "DISTRICT" and the COUNTY of
5 RIVERSIDE, hereinafter called "COUNTY" on behalf of its Transportation Department, hereby
6 agree as follows:

7
8 **RECITALS**

9 A. DISTRICT has budgeted for and plans to design and construct Homeland
10 MDP Line 2, Stage 2 project. This project will provide improved drainage and flood control in
11 the unincorporated Homeland community of Riverside County; and

12 B. The project consists of the construction and subsequent maintenance of
13 approximately 800 lineal feet of underground storm drain system, hereinafter called "STORM
14 DRAIN IMPROVEMENTS" as shown in concept in red on Exhibit "A" attached hereto and
15 made a part hereof; and

16
17 C. Associated with the construction of STORM DRAIN IMPROVEMENTS is
18 the construction of various inlets and connector pipes located within COUNTY rights of way,
19 hereinafter called "APPURTENANCES". STORM DRAIN IMPROVEMENTS and
20 APPURTENANCES are hereinafter called together called "PROJECT"; and

21 D. DISTRICT desires COUNTY to accept ownership and responsibility for the
22 operation and maintenance of APPURTENANCES upon completion. Therefore, COUNTY
23 must review and approve DISTRICT'S plans and specifications for PROJECT and subsequently
24 inspect the construction of PROJECT; and
25
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1 E. The purpose of this Agreement is to memorialize the mutual understandings
2 by and between DISTRICT and COUNTY in regards to its respective roles and responsibilities
3 associated with PROJECT.

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

5 **SECTION I**

6 DISTRICT shall:

7
8 1. Prepare or cause to be prepared plans and specifications for PROJECT, as
9 shown on District Drawing No. 4-1009, hereinafter called "IMPROVEMENT PLANS", in
10 accordance with DISTRICT and COUNTY standards, and submit IMPROVEMENT PLANS to
11 COUNTY for its review and approval prior to advertising PROJECT for construction.

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

17 4. [This Section Intentionally Left Blank.]

18 5. [This Section Intentionally Left Blank.]

19 6. Obtain at its sole cost and expense, all necessary licenses, agreements,
20 permits, and rights of entry as may be needed to construct, inspect, operate and maintain
21 PROJECT.
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23 7. Advertise, award and administer a public works PROJECT construction
24 contract.

25 8. Provide COUNTY with written notice that DISTRICT has awarded a
26 construction contract for PROJECT.
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1 9. Notify COUNTY in writing at least twenty (20) days prior to the start of
2 construction of PROJECT.

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

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

11 12. Inspect construction of PROJECT.

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

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

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 which shall protect DISTRICT and the County of Riverside from claims for damages for
26 personal injury, including accidental or wrongful death, as well as from claims for property
27

1 damage, which may arise from DISTRICT'S construction of PROJECT or the performance of its
2 obligations hereunder, whether such construction or performance be by DISTRICT, the
3 aforementioned construction contractor(s), or any subcontractors to said construction
4 contractor(s), or by anyone employed directly or indirectly by said construction contractor(s) or
5 subcontractors. Such insurance shall provide for coverage limits of not less than two million
6 dollars (\$2,000,000) per occurrence and shall name DISTRICT and the County of Riverside as
7 additional insureds with respect to this Agreement and the obligations of DISTRICT hereunder.
8 Said insurance coverage shall be provided by an insurance company licensed to transact
9 insurance business in the State of California, having an A.M. Best rating of A:VIII (A:8) or
10 better, and shall be evidenced by a certificate (or certificates) of insurance indicating that the
11 insurance is in full force and effect and that DISTRICT and the County of Riverside are named
12 as additional insureds. Said certificate(s) of insurance shall contain the covenant of the insurance
13 carrier(s) that thirty (30) days written notice shall be provided to DISTRICT and the County of
14 Riverside prior to any modification, cancellation, or reduction in coverage of said insurance.
15
16

17 16. Accept ownership and sole responsibility for the operation and maintenance
18 of PROJECT until such time as COUNTY accepts ownership and responsibility for operation
19 and maintenance of APPURTENANCES. Further, it is mutually understood by the parties
20 hereto that prior to COUNTY acceptance of ownership and responsibility for the operation and
21 maintenance of APPURTENANCES, APPURTENANCES shall be in a satisfactorily maintained
22 condition as solely determined by COUNTY.
23

24 17. Within two (2) weeks of completing PROJECT construction, provide
25 COUNTY with written notice that PROJECT construction is substantially complete and
26 requesting that COUNTY conduct a final inspection of PROJECT.

27 18. Provide COUNTY with a copy of the Notice of Completion.
28

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

9 5. Any waiver by DISTRICT or by COUNTY of any breach of any one or
10 more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or
11 other breach of the same or of any other term hereof. Failure on the part of DISTRICT or
12 COUNTY to require exact, full and complete compliance with any terms of this Agreement shall
13 not be construed as in any manner changing the terms hereof, or estopping DISTRICT or
14 COUNTY from enforcement hereof.
15

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

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

20 RIVERSIDE COUNTY FLOOD CONTROL
21 AND WATER CONSERVATION DISTRICT
22 1995 Market Street
23 Riverside, CA 92501
Attn: Design I Section

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

24 8. If any provision in this Agreement is held by a court of competent
25 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
26 continue in full force without being impaired or invalidated in any way.
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9. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. No provision contained herein shall be construed against DISTRICT solely because, as a matter of convenience, it prepared this Agreement in its final form.

10. 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.

11. [This Section Intentionally Left Blank.]

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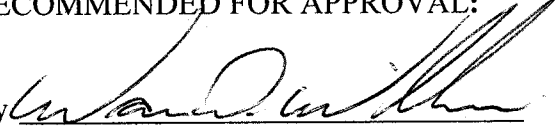
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

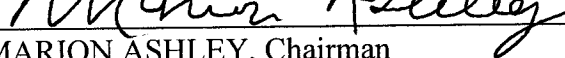
SEP 13 2011

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

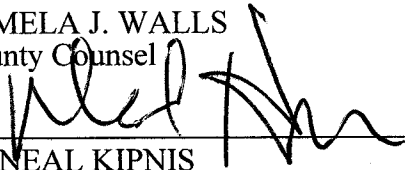
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

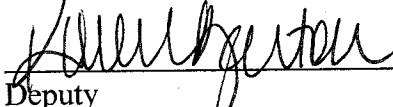
By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

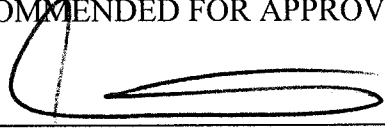
PAMELA J. WALLS
County Counsel
By 
NEAL KIPNIS
Deputy County Counsel


KECIA HARPER-IHEM
Clerk of the Board
By 
Deputy


(SEAL)

RECOMMENDED FOR APPROVAL:

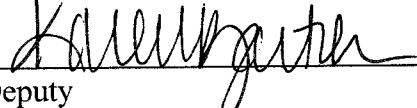
COUNTY OF RIVERSIDE

By 
JUAN C. PEREZ
Director of Transportation

By 
BOB BUSTER, Chairman
County of Riverside Board of Supervisors For Transportation Department

FORM APPROVED COUNTY COUNSEL
BY:  8/22/11 DATE
MARSHAL VICTOR

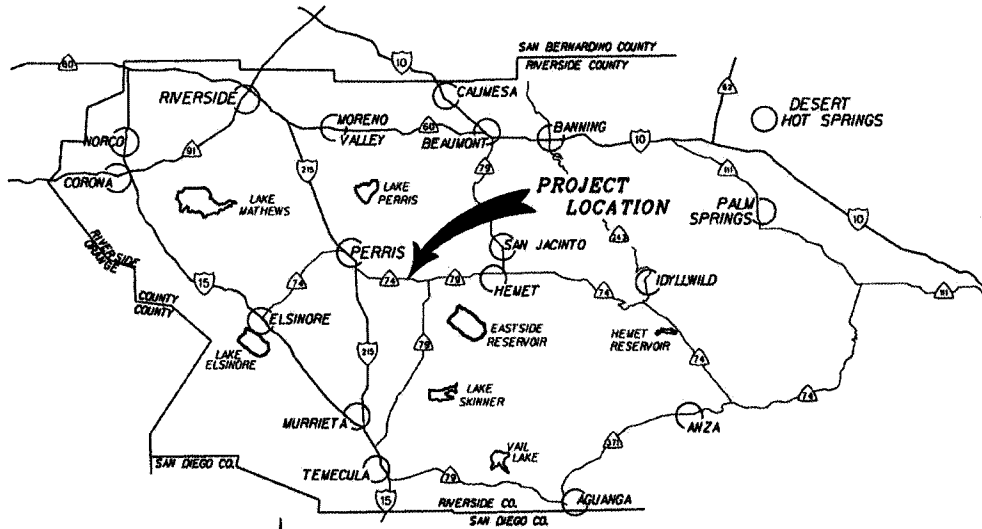
ATTEST:

KECIA HARPER-IHEM
Clerk of the Board
By 
Deputy

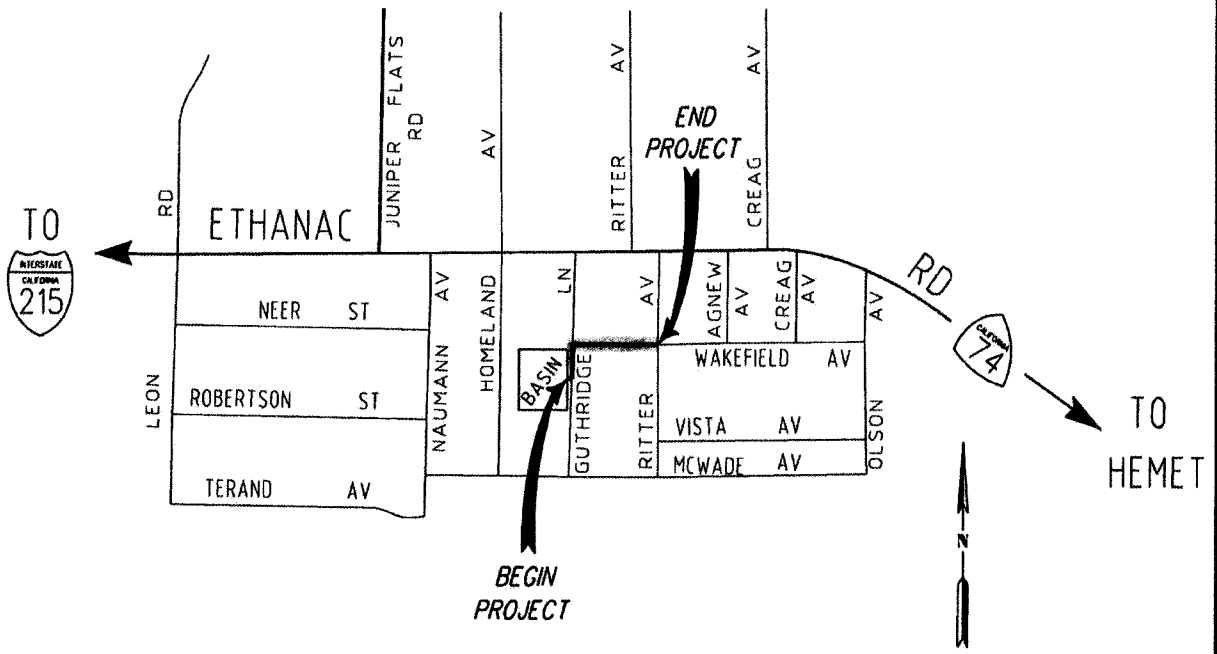
(SEAL)

Cooperative Agreement
Homeland MDP Line 2, Stage 2
TT:seb
07/20/11
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Exhibit A



VICINITY MAP
N.T.S.



INDEX MAP
NTS

Exhibit A

