

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



208B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

March 27, 2012

SUBJECT: Central Riverside MDP Line C-4, Stage 2 (MS 142)
Project No. 1-0-00195-02 District 1-1
Cooperative Agreement

RECOMMENDED MOTION:

1. Approve the Cooperative Agreement (Agreement) between the District and the California Department of Transportation (Caltrans).
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.
3. Authorize the General Manager-Chief Engineer or his designee to execute any other related documents and administer all actions necessary to complete the transactions contemplated in this Agreement.

BACKGROUND:

See Page 2.

FINANCIAL:

N/A

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, Benoit and Ashley
 Nays: None
 Absent: Stone
 Date: March 27, 2012
 xc: Flood

Kecia Harper-Ihem
 Clerk of the Board
 BY:
 Deputy

Prev. Agn. Ref.: 11.2 of 05/18/10 | **District:** 1st | **Agenda Number:**

11.2

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 3/27/12

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: Central Riverside MDP Line C-4, Stage 2 (MS 142)
Project No. 1-0-00195-02
Cooperative Agreement
District 1-1

SUBMITTAL DATE: March 27, 2012

Page 2

BACKGROUND:

On May 18, 2010, the Board approved a Cooperative Agreement between the District, the City of Riverside and Westminster Arlington LLC setting forth the terms and conditions under which the District would take over the maintenance of the District's Central Riverside MDP Line C-4 storm drain. Said agreement identified that a future segment of the line would be constructed by the California Department of Transportation (Caltrans) under a separate cooperative agreement.

This Agreement sets forth the terms and conditions by which a segment of the District's Central Riverside MDP Line C-4, Stage 2 storm drain facility, required to be constructed along with certain other improvements in association with MS 142, are to be constructed by Caltrans and inspected, operated and maintained by the District and Caltrans.

This Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection and operation and maintenance of the referenced storm drain facility associated with MS 142. Upon completion of construction, transfer of the necessary rights of way and District's acceptance for operation and maintenance of the Central Riverside MDP Line C-4, Stage 1 storm drain facility pursuant to the terms and conditions of that certain Cooperative Agreement dated May 18, 2010, the District will assume ownership, operation and maintenance of the Central Riverside MDP Line C-4, Stage 2 storm drain facility.

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

FINANCIAL:

Caltrans is funding all construction and construction inspection costs. Future operation and maintenance costs associated with the District's Central Riverside MDP Line C-4, Stage 2 storm drain facility will accrue to the District.

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COOPERATIVE AGREEMENT
Central Riverside MDP Line C-4
Project No. 1-0-00195-02
MS 142

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and the CALIFORNIA DEPARTMENT OF TRANSPORTATION, hereinafter called "CALTRANS", hereby agree as follows:

RECITALS

A. CALTRANS has submitted for approval of MS 142 generally located east of State Route 91, west of the Riverside Canal and north of Arlington Avenue within the city of Riverside, as shown in concept on Exhibit "A", attached hereto and made a part hereof. As a condition for approval, CALTRANS must construct Stage 2 of Line C-4 of the DISTRICT'S Central Riverside Master Drainage Plan; and

B. The required flood control facility, as shown on DISTRICT Drawing No. 1-0701, includes approximately 620 lineal feet of underground storm drain system and its associated 15-foot wide maintenance access road, hereinafter called "DISTRICT DRAINAGE FACILITY", as shown in concept in red on Exhibit "A"; and

C. DISTRICT DRAINAGE FACILITY connects to an existing underground storm drain pipe, hereinafter called "STAGE 1" as shown in concept in green on Exhibit "A", constructed by Westminster Arlington LLC and inspected by DISTRICT under the authority of a separate Cooperative Agreement executed on May 18, 2010, recorded as Document No. 2010-0264705 in the Official Records of the Riverside County Recorder, between DISTRICT, the City of Riverside, and Westminster Arlington LLC; and

1 D. STAGE 1 has not been accepted by DISTRICT for ownership, operation
2 and maintenance responsibilities pursuant to the terms and conditions of said separate
3 Cooperative Agreement; and
4

5 E. Associated with the construction of DISTRICT DRAINAGE FACILITY, is
6 the construction of that certain detention basin, a 12-foot wide maintenance access road, and
7 other improvements located within DISTRICT held easements, rights of way or CALTRANS
8 property, hereinafter called "APPURTENANCES"; and

9 F. CALTRANS also proposes to construct approximately 33 lineal feet of 24"
10 underground storm drain, as shown on Sheet 2 of District Drawing No. 1-0701, that connects to
11 DISTRICT'S existing 87" Magnolia Center Storm Drain, Stage 3 facility, as shown on sheet nos.
12 5 and 6 of District Drawing No. 1-0266, hereinafter referred to as "CONNECTOR PIPE".
13 CONNECTOR PIPE is located within CALTRANS rights of way, and is shown in concept in
14 yellow on Exhibit "B", attached hereto and made a part hereof; and
15

16 G. Together, DISTRICT DRAINAGE FACILITY, CONNECTOR PIPE and
17 APPURTENANCES are hereinafter altogether called "CALTRANS PROJECT"; and
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19 H. CALTRANS desires DISTRICT to accept ownership and responsibility for
20 the operation and maintenance of DISTRICT DRAINAGE FACILITY. Therefore, DISTRICT
21 must review and approve CALTRANS' plans and specifications for CALTRANS PROJECT and
22 subsequently inspect the construction of CALTRANS PROJECT; and

23 NOW, THEREFORE, in consideration of the preceding recitals and the mutual
24 covenants hereinafter contained, the parties hereto mutually agree as follows:
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SECTION I

CALTRANS shall:

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

2. Prepare, or cause to be prepared, engineering drawings and specifications for CALTRANS PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable CALTRANS and DISTRICT standards, and submit to DISTRICT for its review and approval prior to advertising for bids to construct CALTRANS PROJECT.

3. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT PLANS, review and approval of rights of way and conveyance documents, and with the processing and administration of this Agreement.

4. Deposit with DISTRICT (Attention: Business Office - Accounts Receivable), at the time of providing written notice to DISTRICT prior to conducting the pre-construction meeting as set forth in Section I.8. herein, the estimated cost of providing construction inspection for CALTRANS PROJECT, in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITY.

1 5. Secure, at its sole cost and expense, all necessary licenses, agreements,
2 permits and rights of entry as may be needed for the construction, inspection, operation and
3 maintenance of CALTRANS PROJECT. CALTRANS shall furnish DISTRICT, at the time of
4 providing written notice to DISTRICT of the start of construction as set forth in Section I.8.,
5 with sufficient evidence of CALTRANS having secured such necessary licenses, agreements,
6 permits and rights of entry, as determined and approved by DISTRICT.
7

8 6. Furnish DISTRICT with copies of all permits, approvals or agreements
9 required by any Federal, State or local resource and/or regulatory agency for the construction,
10 operation and maintenance of DISTRICT DRAINAGE FACILITY. Such documents include but
11 are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water
12 Quality Control Board, California State Department of Fish and Game, and State Water
13 Resources Control Board.
14

15 7. [THIS SECTION INTENTIONALLY LEFT BLANK]

16 8. Prior to commencing CALTRANS PROJECT construction, schedule and
17 conduct a mandatory pre-construction meeting between CALTRANS, CALTRANS'
18 construction manager, CALTRANS' construction contractor(s), DISTRICT and other affected
19 entities. CALTRANS shall notify DISTRICT in writing (Attention: Contract Administration
20 Section), of CALTRANS PROJECT construction and conduct the pre-construction meeting at
21 least twenty (20) days prior to project construction.
22

23 9. Grant DISTRICT, by execution of this Agreement, the right to enter upon
24 CALTRANS' property where necessary and convenient for the purpose of gaining access to, and
25 performing inspection service for, the construction of CALTRANS PROJECT.
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1 10. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
2 the start of construction pursuant to Section I.8 (Attention: Administrative Services Section), a
3 right of entry and inspection document, in a form acceptable to DISTRICT, executed by all legal
4 and equitable owners of the property, including but not limited to Riverside County
5 Transportation Commission, where necessary and convenient for the purpose of gaining access
6 to, and performing inspection service for, the construction of CALTRANS PROJECT as set forth
7 herein.
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9 11. Obtain and provide DISTRICT (Attention: Right of Way Acquisition
10 Section), at the time of providing written notice to DISTRICT as set forth in Section I.8., with
11 duly executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage
12 purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for
13 the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITY,
14 as shown in concept cross-hatched in blue and green on Exhibit "C" attached hereto and made a
15 part hereof. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT
16 and shall be executed by all legal and equitable owners of the property described in the offer(s).
17

18 12. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication
19 as set forth in Section I.11., with Preliminary Reports on Title dated not more than thirty (30)
20 days prior to date of submission of all the property described in the Irrevocable Offer(s) of
21 Dedication.
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23 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT as
24 set forth in Section I.8., with a complete list of all contractors and subcontractors to be
25 performing work on DISTRICT DRAINAGE FACILITY and CONNECTOR PIPE, including
26 the corresponding license number and license classification of each. At such time, CALTRANS
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1 shall further identify in writing its designated superintendent for DISTRICT DRAINAGE
2 FACILITY and CONNECTOR PIPE construction.

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4 14. Furnish DISTRICT, at the time of providing written notice to DISTRICT as
5 set forth in Section I.8., a construction schedule which shall show the order and dates in which
6 CALTRANS or CALTRANS' contractor proposes to carry on the various parts of work,
7 including estimated start and completion dates. As construction of DRAINAGE FACILITY and
8 CONNECTOR PIPE progress, CALTRANS shall update said construction schedule as requested
9 by DISTRICT.

10 15. Furnish DISTRICT with final mylar IMPROVEMENT PLANS and assign
11 their ownership to DISTRICT prior to the start of DISTRICT DRAINAGE FACILITY and
12 CONNECTOR PIPE construction.

13
14 16. Not permit any change to or modification of DISTRICT approved
15 IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT.

16 17. 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 CALTRANS and DISTRICT employees on the site.

19
20 18. Require its construction contractor(s) to furnish DISTRICT, at the time of
21 providing written notice to DISTRICT as set forth in Section I.8., a confined space entry
22 procedure specific to CALTRANS PROJECT. The procedure shall comply with requirements
23 contained in California Code of Regulations, Title 8 Section 5158, Other Confined Space
24 Operations, Section 5157, Permit Required Confined Space and District Confined Space
25 Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the
26 start of construction of CALTRANS PROJECT.
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1 19. Require its contractor(s), during the term of construction of CALTRANS
2 PROJECT to provide and maintain Comprehensive General and Automobile Liability Insurance
3 including contractual coverage and automobile liability coverage for owned, hired and non-
4 owned vehicles which shall protect DISTRICT, County of Riverside and CALTRANS from
5 claim for damages from personal injury, including accidental and wrongful death, as well as
6 from claims for property damage which may arise from construction of CALTRANS PROJECT
7 or the performance of its obligations hereunder, whether such construction or performance be by
8 CALTRANS, the aforementioned construction contractor(s), or by anyone employed directly or
9 indirectly by said construction contractor(s) or subcontractors. Such insurance shall name
10 DISTRICT, County of Riverside and CALTRANS, and their respective directors, officers, Board
11 of Supervisors, employees, elected or appointed officials, agents or representatives as additional
12 insureds and shall provide for limits of not less than two million dollars (\$2,000,000) per
13 occurrence. CALTRANS shall also require its contractor(s) to provide Workers' Compensation
14 insurance or a State-approved Self-Insurance Program in an amount and form to meet all
15 applicable requirements of the Labor code of the State of California, including Employer's
16 Liability with one million dollar (\$1,000,000) limits, covering all persons, providing services on
17 behalf of CALTRANS PROJECT and all risks to such persons under this Agreement. In
18 addition, CALTRANS shall require its insurance carrier(s) or contractor(s) insurance carrier(s) of
19 the above required coverages to waive all rights of subrogation against DISTRICT, County of
20 Riverside and CALTRANS. Said insurance coverage shall be provided by an insurance company
21 licensed to transact the business of insurance in the State of California, having an AM Best rating
22 of A: VIII (A: 8) or better, and shall be evidenced by a certificate (or certificates) of insurance
23 and applicable policy endorsements indicating that the insurance is in full force and effect and
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1 that DISTRICT, County of Riverside and CALTRANS, and their respective directors, officers,
2 Board of Supervisors, elected or appointed officials, employees, agents, representatives,
3 independent contractors, and subcontractors are named as additional insureds. Said certificate(s)
4 of insurance shall contain the covenant of the insurance carrier(s) that sixty (60) days written
5 notice shall be provided to CALTRANS and DISTRICT prior to any modification, cancellation,
6 or reduction in coverage of said insurance.
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8 20. Prior to CALTRANS issuing a Notice to Proceed to its construction
9 contractor(s) to begin construction of CALTRANS PROJECT, provide DISTRICT with an
10 original certificate of insurance evidencing the required insurance coverage.
11

12 21. Construct or cause to be constructed, DISTRICT DRAINAGE FACILITY
13 at CALTRANS' sole cost and expense in accordance with DISTRICT approved
14 IMPROVEMENT PLANS.

15 22. Within two (2) weeks of completing DISTRICT DRAINAGE FACILITY
16 and CONNECTOR PIPE construction, provide DISTRICT with written notice (Attention:
17 Contract Administration Section) that DISTRICT DRAINAGE FACILITY and CONNECTOR
18 PIPE construction is substantially complete and requesting that DISTRICT conduct a final
19 inspection of DISTRICT DRAINAGE FACILITY and CONNECTOR PIPE.
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21 23. Upon completion of DISTRICT DRAINAGE FACILITY construction but
22 prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITY for ownership, operation
23 and maintenance, convey, or cause to be conveyed to DISTRICT flood control easement(s),
24 including ingress and egress, in a form approved by DISTRICT, for the rights of way as shown
25 in concept cross-hatched in blue and green on Exhibit "C".
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1 24. At the time of recordation of the conveyance document(s) as set forth in
2 Section I.23., furnish DISTRICT with policies of title insurance, each in the amount of not less
3 than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
4 easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said
5 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and
6 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are
7 deemed acceptable.
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9 25. Upon completion of CALTRANS PROJECT construction but prior to
10 DISTRICT'S acceptance of DISTRICT DRAINAGE FACILITY for ownership, operation and
11 maintenance, provide or cause its construction manager to provide DISTRICT with appropriate
12 engineering documentation necessary to establish that DISTRICT DRAINAGE FACILITY was
13 constructed in accordance with the approved IMPROVEMENT PLANS.
14

15 26. Accept ownership and sole responsibility for the operation and maintenance
16 of DISTRICT DRAINAGE FACILITY until such time as DISTRICT accepts ownership and
17 responsibility for operation and maintenance of DISTRICT DRAINAGE FACILITY and
18 STAGE 1 pursuant to the terms and conditions of said separate Cooperative Agreement. Further,
19 it is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership
20 and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITY,
21 DISTRICT DRAINAGE FACILITY shall be in a satisfactorily maintained condition as solely
22 determined by DISTRICT. If, subsequent to the inspection and, in the sole discretion of
23 DISTRICT, DISTRICT DRAINAGE FACILITY is not in an acceptable condition, corrections
24 will be made at sole expense of CALTRANS. District acceptance of ownership and
25 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITY shall
26 not be unreasonably withheld by DISTRICT.
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1 27. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITY
2 construction as being complete, accept sole responsibility for the adjustment of all CALTRANS
3 PROJECT manhole rings and covers located within CALTRANS rights of way which must be
4 performed at such time(s) that the finished grade along and above the underground portions of
5 CALTRANS PROJECT are improved, repaired, replaced or changed. It being further understood
6 and agreed that any such adjustments shall be performed at no cost to DISTRICT.
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8 28. Pay, if suit is brought upon this Agreement, all costs and reasonable
9 expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of
10 judgment, all such costs, expenses and fees shall be computed as costs and included in any
11 judgment rendered.
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13 29. Upon completion of construction of CALTRANS PROJECT, but prior to
14 DISTRICT acceptance of DISTRICT DRAINAGE FACILITY for ownership, operation and
15 maintenance, CALTRANS' civil engineer of record or construction civil engineer of record, duly
16 registered in the State of California, shall provide DISTRICT a redlined "RECORD DRAWING"
17 copy of engineering drawings. After DISTRICT approval of the redlined "RECORD
18 DRAWING", CALTRANS' engineer shall schedule with DISTRICT a time to transfer the
19 redlined changes onto DISTRICT'S original mylars at DISTRICT'S office, after which the
20 engineer shall review, stamp and sign the original engineering drawings "RECORD
21 DRAWING".
22

23 30. Ensure that all work performed pursuant to this Agreement by CALTRANS,
24 its agents or contractors is done in accordance with all applicable laws and regulations, including
25 but not limited to all applicable provisions of the Labor Code, Business and Professions Code,
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1 and Water Code. CALTRANS shall be solely responsible for all costs associated with
2 compliance with applicable laws and regulations.

3 SECTION II

4 DISTRICT shall:

5 1. Review and approve IMPROVEMENT PLANS prior to the start of
6 CALTRANS PROJECT construction.

7 2. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication
8 provided by CALTRANS pursuant to Section I.11.

9 3. Grant CALTRANS, by execution of this Agreement, the right to construct,
10 inspect, operate and maintain CONNECTOR PIPE within DISTRICT'S existing facility,
11 easements or rights of way.

12 4. Keep an accurate accounting of all DISTRICT costs associated with
13 DISTRICT'S performance under this Agreement. If at any time such costs exceed the deposit(s)
14 as set forth herein or are anticipated to exceed the deposit(s), CALTRANS shall pay, within
15 thirty (30) days of receipt of DISTRICT'S invoice, such additional amounts as are deemed
16 reasonably necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE
17 FACILITY and CONNECTOR PIPE.

18 5. Accept ownership and sole responsibility for the operation and maintenance
19 of DISTRICT DRAINAGE FACILITY upon (i) CALTRANS acceptance of CALTRANS
20 PROJECT as being complete, (ii) DISTRICT inspection of DISTRICT DRAINAGE FACILITY
21 in accordance with Section I.22., (iii) DISTRICT acceptance of DISTRICT DRAINAGE
22 FACILITY construction as being complete, (iv) recordation of all conveyance documents
23 described in Section I.23., (v) DISTRICT receipt of appropriate engineering documentation as
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1 set forth in Section I.25., (vi) DISTRICT receipt of stamped and signed RECORD DRAWING
2 of engineering drawings of IMPROVEMENT PLANS as set forth in Section I.29., (vii)
3 DISTRICT'S sole determination that DISTRICT DRAINAGE FACILITY is in a satisfactorily
4 maintained condition, (viii) CALTRANS acceptance of APPURTENANCES and CONNECTOR
5 PIPE for ownership, operation and maintenance, and (ix) DISTRICT acceptance of STAGE 1 for
6 ownership, operation and maintenance responsibilities pursuant to the terms and conditions of
7 that certain Cooperative Agreement dated May 18, 2010.
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9 SECTION III

10 It is further mutually agreed:

11 1. Except as otherwise provided herein, all construction work involved with
12 CALTRANS PROJECT shall be inspected by CALTRANS, or its construction manager, but
13 shall not be deemed complete until DISTRICT agrees that construction is completed in
14 accordance with the DISTRICT approved IMPROVEMENT PLANS.
15

16 2. DISTRICT personnel may observe and inspect all work being done on
17 CALTRANS PROJECT, but shall provide any comments to CALTRANS personnel who shall
18 be solely responsible for all quality control communications with the CALTRANS' contractor(s)
19 during the construction of CALTRANS PROJECT.
20

21 3. Prior to DISTRICT acceptance of ownership, operation and maintenance
22 responsibilities of DISTRICT DRAINAGE FACILITY, DISTRICT DRAINAGE FACILITY
23 shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, in the
24 sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITY is not in an acceptable
25 condition, corrections will be made at sole expense of CALTRANS.
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1 4. CALTRANS shall not request DISTRICT to accept any portion or portions
2 of DISTRICT DRAINAGE FACILITY for ownership, operation or maintenance until (i)
3 CALTRANS PROJECT construction is deemed fully complete, (ii) all necessary rights of way
4 have been conveyed as set forth herein, and (iii) DISTRICT acceptance of STAGE 1 for
5 ownership, operation and maintenance responsibilities pursuant to the terms and conditions of
6 that certain Cooperative Agreement dated May 18, 2010.

8 5. DISTRICT and CALTRANS each pledge to cooperate in regard to the
9 operation and maintenance of their respective facilities as set forth herein and to discharge their
10 respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of
11 any nuisance condition or undue maintenance impact upon the others' facilities.

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

25 7. DISTRICT shall indemnify, defend, save and hold harmless CALTRANS
26 (including its officers, employees, agents, representatives, independent contractors, and
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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 DISTRICT'S (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.

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9 8. If any provision in this Agreement is held by a court of competent
10 jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full
11 force and effect without being impaired or invalidated in any way.

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

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20 10. In the event of any arbitration, action or suit brought by either CALTRANS
21 or DISTRICT against the other party by reason of any breach on the part of the other party of
22 any of the covenants and agreements set forth in this Agreement, or any other dispute between
23 the DISTRICT and CALTRANS concerning this Agreement, the prevailing party in any such
24 action or dispute, by a final judgment or arbitration award, shall be entitled to have and recover
25 from the other party all costs and expenses or claims, including but not limited to, attorney's fees
26 and expert witness fees. This section shall survive any termination of this Agreement.
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1 11. This Agreement is to be construed in accordance with the laws of the State
2 of California.

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

5 RIVERSIDE COUNTY FLOOD CONTROL
6 AND WATER CONSERVATION DISTRICT
7 1995 Market Street
8 Riverside, CA 92501

CALIFORNIA DEPARTMENT OF
TRANSPORTATION
464 W. 4th Street, 6th Floor,
MS 1164
San Bernardino, CA 92401-1400
Attn: Mark Pertile

9 13. Any action at law or in equity brought by any of the parties hereto for the
10 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of
11 competent jurisdiction in the County of Riverside, State of California, and the parties hereto
12 waive all provisions of law providing for a change of venue in such proceedings to any other
13 county.
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15 14. This Agreement is the result of negotiations between the parties hereto, and
16 the advice and assistance of their respective counsel. The fact that this Agreement was prepared
17 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty
18 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
19 prepared this Agreement in its final form.
20

21 15. The rights and obligations of CALTRANS shall inure to and be binding
22 upon all heirs, successors and assignees.

23 16. CALTRANS shall not assign or otherwise transfer any of its rights, duties or
24 obligations hereunder to any person or entity without the written consent of the other parties
25 hereto being first obtained. In the event of any such transfer or assignment, CALTRANS
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expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Agreement.

17. 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 and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

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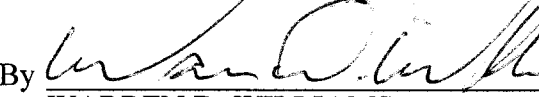
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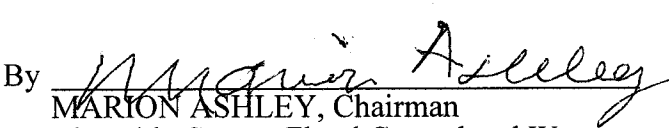
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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March 27, 2012
(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

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

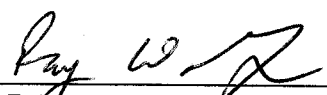
By 
Deputy

(SEAL)

Cooperative Agreement: MS 142
Central Riverside MDP Line C-4
12/19/11
CLC:seb

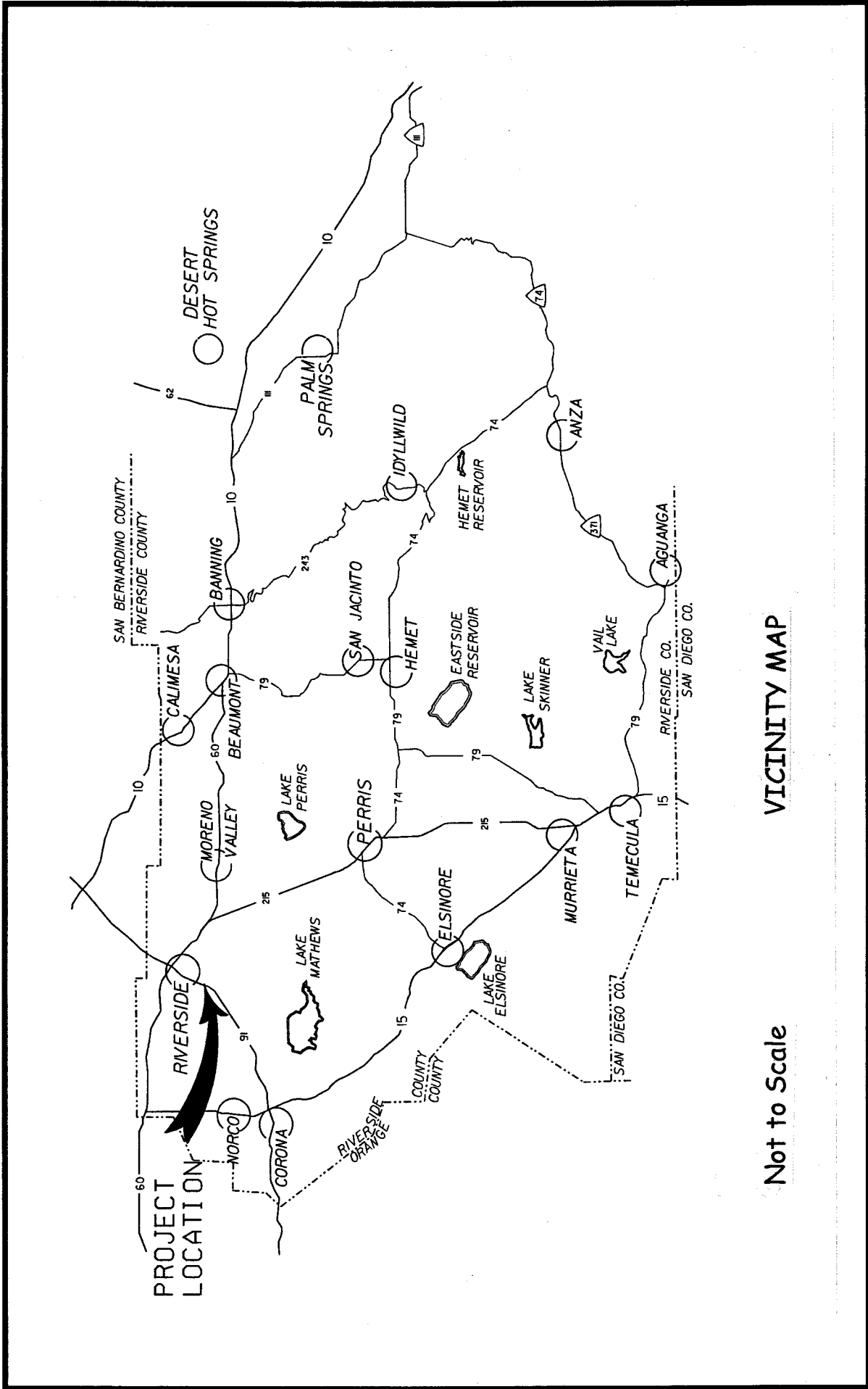
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**CALIFORNIA DEPARTMENT OF
TRANSPORTATION**

By 
DR. RAYMOND W. WOLFE
Director, Caltrans District 8

Cooperative Agreement: MS 142
Central Riverside MDP Line C-4
12/19/11
CLC:seb

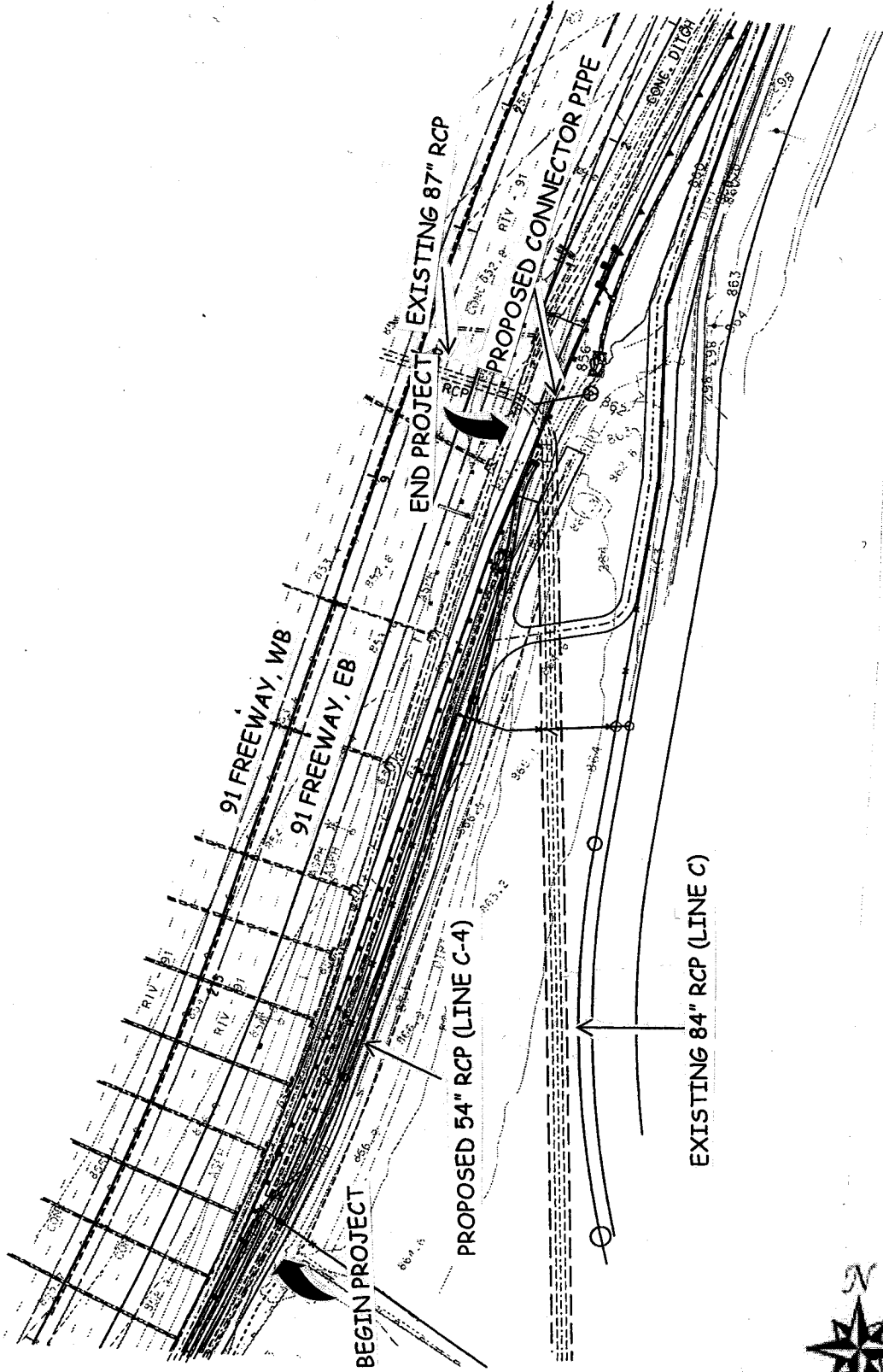
Exhibit A



Not to Scale

VICINITY MAP

Exhibit A

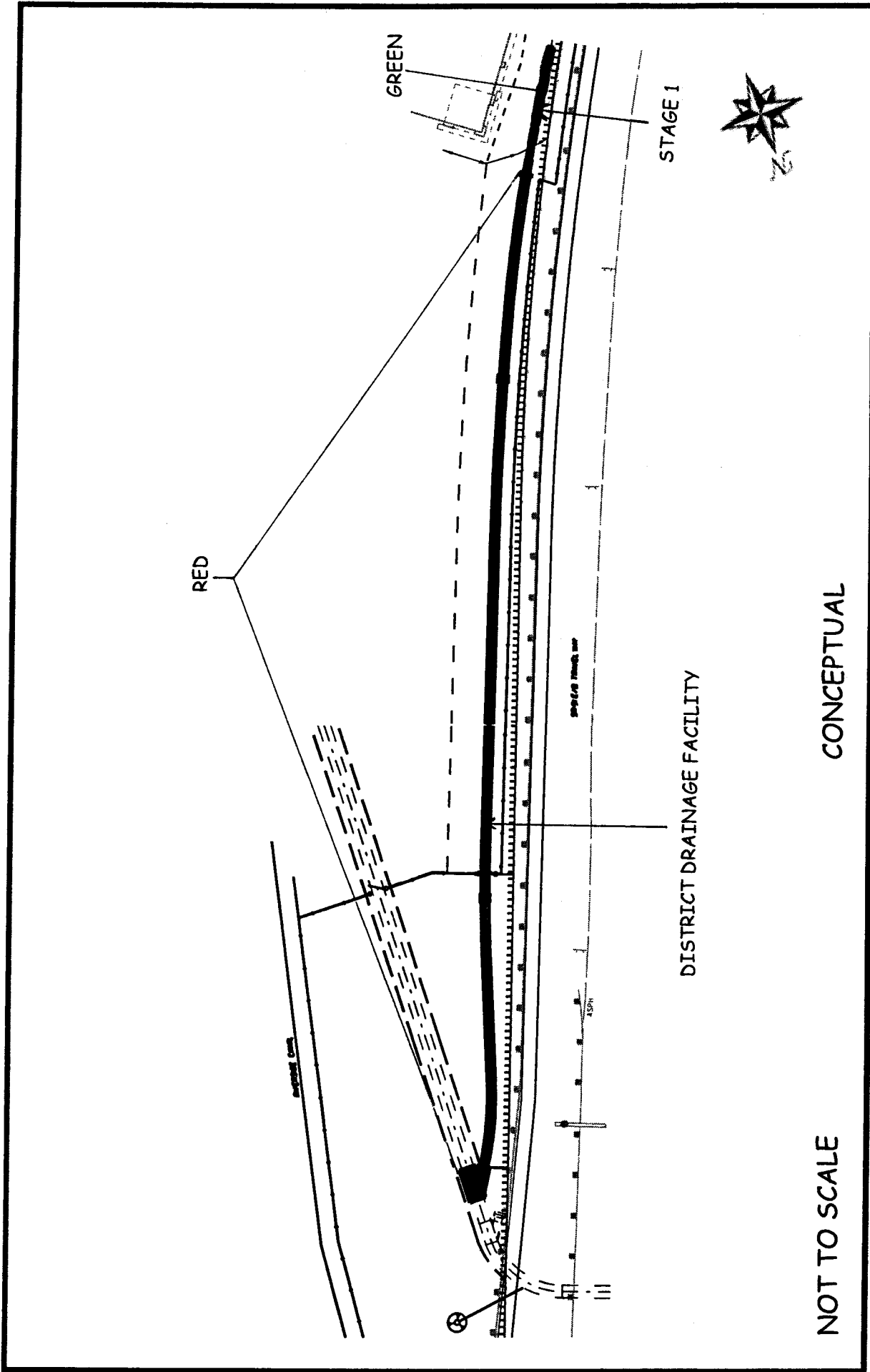


INDEX MAP

NOT TO SCALE

Cooperative Agreement
Central Riverside MDP Line C-4
Project Number: 1-0-00195-02
2/3

Exhibit A

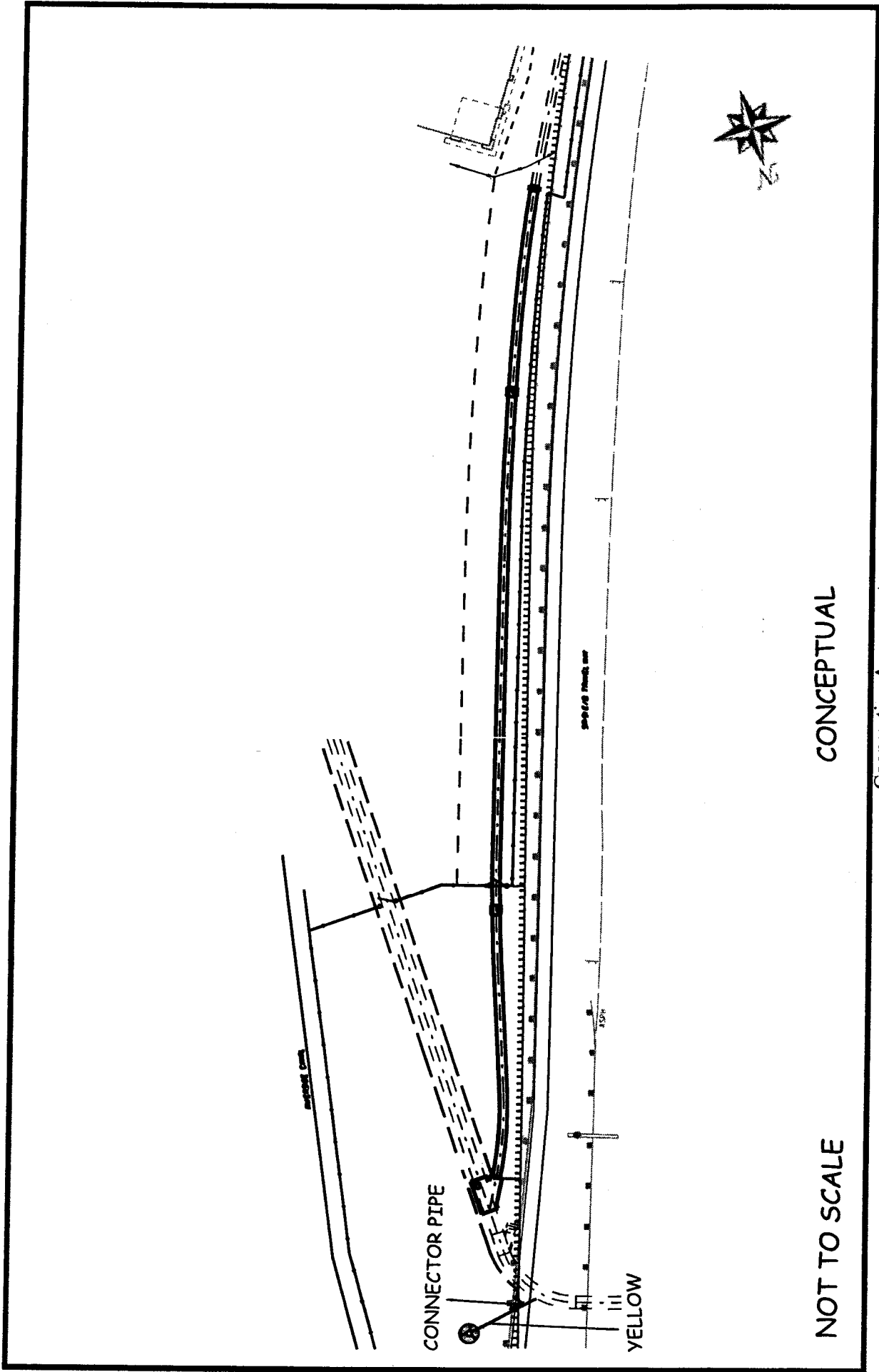


NOT TO SCALE

CONCEPTUAL

Cooperative Agreement
Central Riverside MDP Line C-4
Project Number: 1-0-00195-02
3/3

Exhibit B



CONCEPTUAL

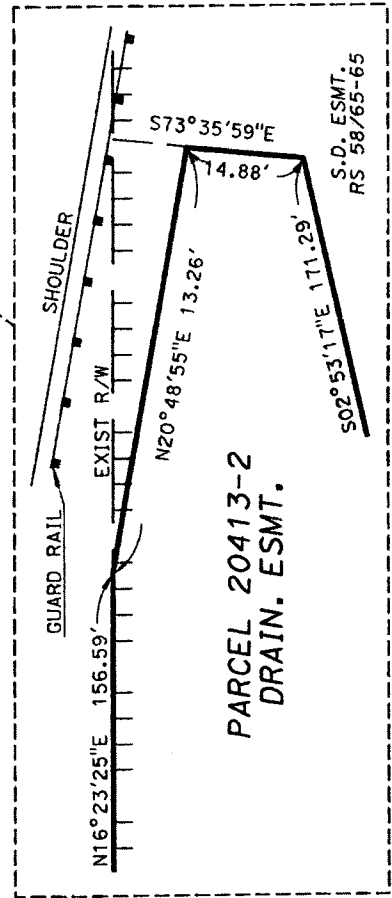
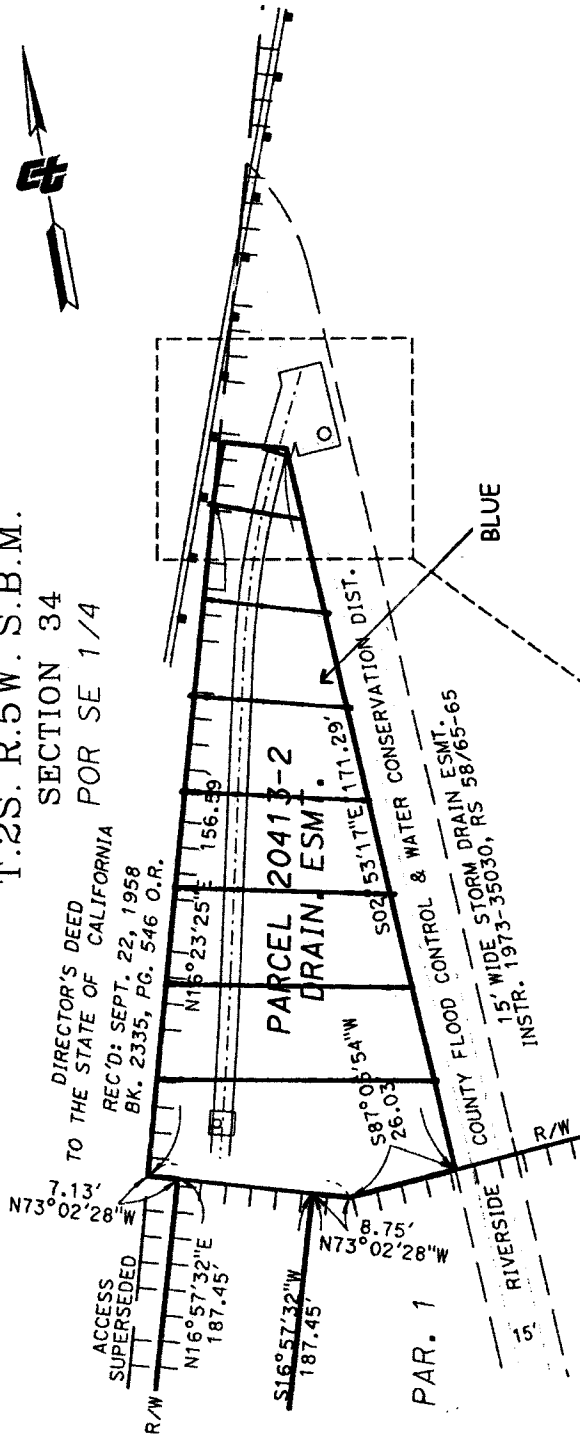
NOT TO SCALE

Exhibit C

CITY OF RIVERSIDE COUNTY OF RIVERSIDE

T.2S. R.5W. S.B.M.

SECTION 34
POR SE 1/4



NOTE: The State of California or its officers or agents are not responsible for the accuracy or completeness of digital images of this map.



CONCEPTUAL

Not to Scale

Exhibit C

CITY OF RIVERSIDE COUNTY OF RIVERSIDE

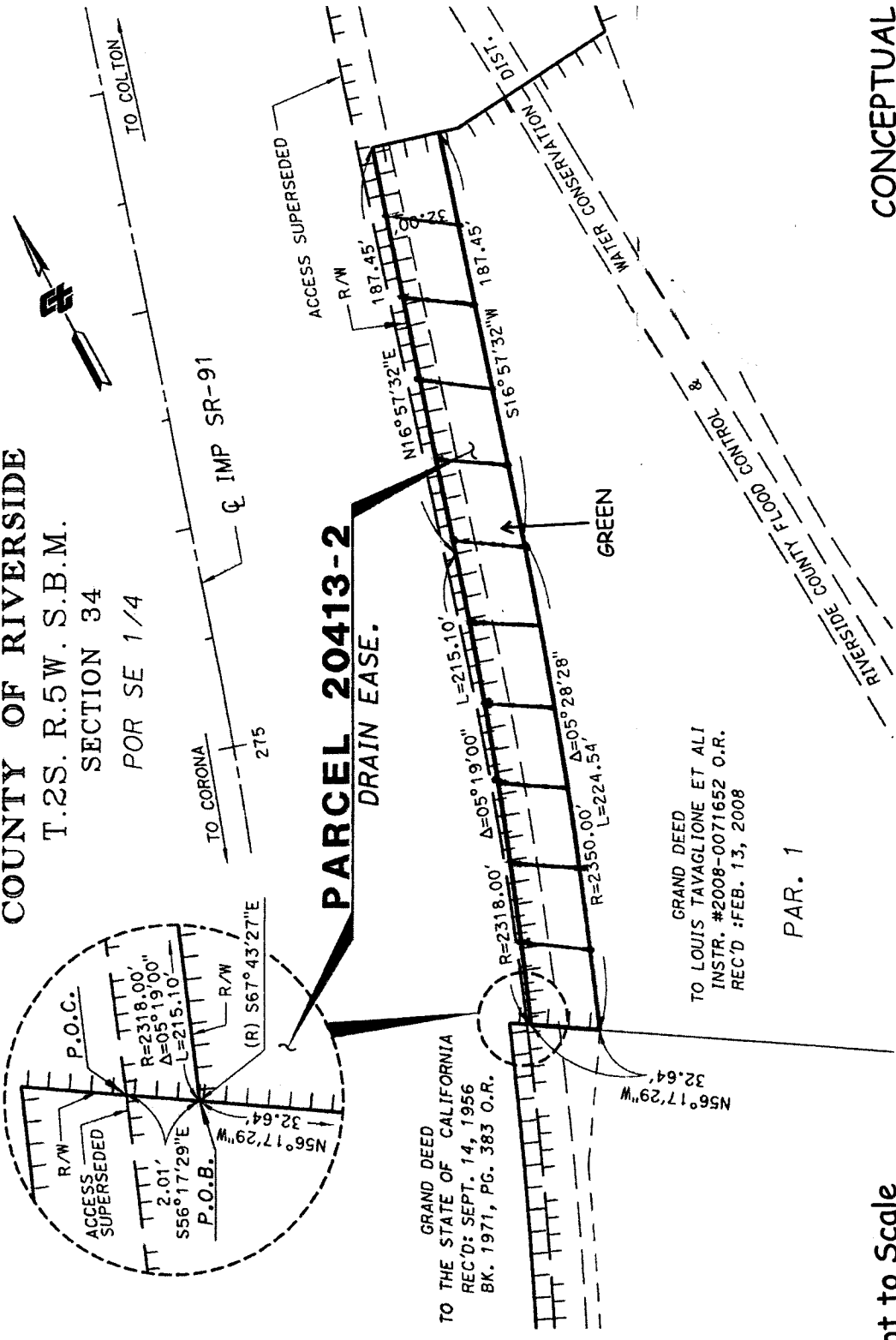
T.2S. R.5W. S.B.M.

SECTION 34

POR SE 1/4

CL IMP SR-91

NOTE: The State of California or its officers or agents do not warrant the accuracy or completeness or digital images of this map.



Not to Scale

CONCEPTUAL

Cooperative Agreement
Central Riverside MDP Line C-4
Project Number: 1-0-00195-02
2/2

PAR. 1