

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



623A

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
FEBRUARY 28, 2013

SUBJECT: Little Lake MDP Line B, Stage 1, and a portion of MDP Line B-4
Project No. 4-0-00265-01
Cooperative Agreement
District 3/District 3

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement (Agreement) between the District, the County of Riverside on behalf of the Transportation Department (County) and the City of Hemet (City); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

Juan C. Perez
Director of Transportation & Land Management Agency

MS:yc
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A

There are no General Funds used in this project.

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<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 Ashley, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: March 12, 2013
xc: Transp., Flood

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

(Comp. Item 11-2)

Prev. Agn. Ref.

District: 3/3

Agenda Number:

3-48

FORM APPROVED COUNTY COUNSEL
DATE 12/13/12
BY: MARSHAL VICTOR

Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Little Lake MDP Line B, Stage 1, and a portion of MDP Line B-4

Project No. 4-0-00265-01

December 6, 2012

Page 2 of 2

BACKGROUND: The Agreement sets forth the terms and conditions by which the District will construct the Little Lake Master Drainage Plan (MDP) Line B, Stage 1 and a portion of MDP Line B-4.

The County and City are granting the District the necessary rights to access, construct, operate and maintain the project within County and City road rights of way. Upon completion of project construction, the County and City will assume ownership, operation and maintenance responsibilities of the project's associated catch basins, laterals 36-inch or less in diameter and connector pipes located within their respective rights of way while the District will assume ownership, operation and maintenance of the mainline storm drain and laterals greater than 36-inches in diameter.

County Counsel has approved the Agreement as to legal form and the City has executed the Agreement. A companion item appears on the Riverside County Flood Control and Water Conservation District's Board Agenda this same date.

FINANCIAL:

Future ongoing operations and maintenance costs will accrue to the District, County and City.

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



FROM: General Manager-Chief Engineer

SUBMITTAL DATE: December 4, 2012

SUBJECT: Little Lake MDP Line B, Stage 1, and a portion of MDP Line B-4 Project No. 4-0-00265-01 Cooperative Agreement District 3/District 3

RECOMMENDED MOTION:

- 1. Approve the Cooperative Agreement (Agreement) between the District, the County of Riverside on behalf of the Transportation Department (County) and the City of Hemet (City); 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 will construct the Little Lake Master Drainage Plan (MDP) Line B, Stage 1 and a portion of MDP Line B-4.

Continued on page 2.

TK:rlp

COPY

WARREN D. WILLIAMS General Manager-Chief Engineer

Table with 4 columns: FINANCIAL DATA, Current F.Y. District Cost, Current F.Y. County Cost, Annual Net District Cost, In Current Year Budget, Budget Adjustment, For Fiscal Year. All values are N/A.

Table with 2 columns: SOURCE OF FUNDS, Positions To Be Deleted Per A-30, Requires 4/5 Vote. Includes checkboxes.

C.E.O. RECOMMENDATION:

County Executive Office Signature

Large empty box for County Executive Office Signature.

FORWARDED TO COUNTY COUNSEL BY: [Signature] DATE: 11/12

Departmental Concurrence

- Consent Policy checkboxes

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

Prev. Agn. Ref.:

District: 3rd/3rd

Agenda Number:

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

SUBJECT: Little Lake MDP Line B, Stage 1, and a portion of MDP Line B-4
Project No. 4-0-00265-01
Cooperative Agreement
District 3/District 3

SUBMITTAL DATE: December 4, 2012
Page 2

BACKGROUND (continued):

The County and City are granting the District the necessary rights to access, construct, operate and maintain the project within County and City road rights of way. Upon completion of project construction, the County and City will assume ownership, operation and maintenance responsibilities of the project's associated catch basins, laterals 36-inch or less in diameter and connector pipes located within their respective rights of way while the District will assume ownership, operation and maintenance of the mainline storm drain and laterals greater than 36-inches in diameter.

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

FINANCIAL:

Sufficient funds have been included in the District's proposed Zone 4 Capital Improvement Plan budget. Future ongoing operations and maintenance costs will accrue to the District, County and City.

COPY

COOPERATIVE AGREEMENT

Little Lake MDP Line B, Stage 1, and a portion of MDP Line B-4
Project No. 4-0-00265-01

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the COUNTY OF RIVERSIDE, hereinafter called "COUNTY" on behalf of its Transportation Department, and the CITY OF HEMET, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for and plans to design and construct Little Lake Master Drainage Plan (MDP) Line B, Stage 1 and a portion of MDP Line B-4 as shown on DISTRICT Drawing No. 4-1024. Construction of these facilities will help to alleviate flooding to existing development within the area; and

B. Little Lake MDP Line B, Stage 1 consists of approximately 4,800 LF of reinforced concrete box, hereinafter referred to as "LINE B", shown in concept as solid line and highlighted in blue on Exhibit "A" attached hereto and made a part hereof; and

C. Little Lake MDP Line B-4 consists of approximately 130 LF of reinforced concrete pipe, hereinafter referred to as "LINE B-4", shown in concept as dash line and highlighted in blue on Exhibit "A"; and

D. Associated with the construction of the above referenced storm drain facilities is the construction of lateral storm drains greater than thirty-six inches (36") in diameter, hereinafter called "DISTRICT LATERALS". Together, LINE B, LINE B-4 and DISTRICT LATERALS are hereinafter referred to as "DISTRICT FACILITIES"; and

E. Also associated with the construction of DISTRICT FACILITIES is the construction of lateral storm drains less than thirty-six inches (36") in diameter, various catch basins, inlets and connector pipes located within County of Riverside, City of Hemet and/or

1 California Department of Transportation rights of way, hereinafter called
2 "APPURTENANCES"; and

3 F. Those APPURTENANCES located within CITY and/or California
4 Department of Transportation rights of way are hereinafter called "CITY APPURTENANCES".
5 Those APPURTENANCES located within COUNTY rights of way are hereinafter called
6 "COUNTY APPURTENANCES"; and

7
8 G. DISTRICT FACILITIES, CITY APPURTENANCES, and COUNTY
9 APPURTENANCES are hereinafter altogether called "PROJECT"; and

10 H. DISTRICT, CITY and COUNTY are jointly sponsoring the facilities and
11 intend to work together to complete its construction; and

12 I. The purpose of this Agreement is to memorialize the mutual understandings
13 by and between DISTRICT, COUNTY and CITY with respect to design, construction,
14 ownership, and operation and maintenance of PROJECT.
15

16 NOW, THEREFORE, in consideration of the preceding recitals and the mutual
17 covenants hereinafter contained, the parties hereto mutually agree as follows:

18 SECTION I

19 DISTRICT shall:

20 1. Prepare, or cause to be prepared, plans and specifications for PROJECT,
21 hereinafter called "PROJECT PLANS", in accordance with the applicable DISTRICT,
22 COUNTY, CITY and California Department of Transportation standards.
23

24 2. Pursuant to the California Environmental Quality Act (CEQA), act as Lead
25 Agency and assume responsibility for preparation, circulation and adoption of all necessary and
26 appropriate CEQA documents pertaining to the construction, operation and maintenance of
27 PROJECT.
28

1 3. Pay all DISTRICT costs associated with the preparation of PROJECT
2 PLANS and with the processing and administration of this Agreement.

3 4. Obtain, at its sole cost and expense, all necessary licenses, agreements,
4 permits and rights of entry as may be necessary to construct, inspect, operate and maintain
5 PROJECT, except as otherwise provided herein.

6 5. Prior to advertising PROJECT for construction bids, submit PROJECT
7 PLANS to CITY and COUNTY for their review and approval, as appropriate.

8 6. Advertise, award and administer a public works construction contract for
9 PROJECT at its sole cost and expense.

10 7. Provide COUNTY and CITY with written notice that DISTRICT has
11 awarded a construction contract for PROJECT.

12 8. Notify COUNTY and CITY, in writing at least twenty (20) days prior to the
13 start of construction of PROJECT.

14 9. Furnish COUNTY and CITY, at the time of providing written notice to
15 COUNTY and CITY of the start of construction as set forth in Section 8, with a construction
16 schedule which shall show the order and dates in which DISTRICT or DISTRICT'S contractor
17 proposes to carry on the various parts of work, including estimated start and completion dates.

18 10. Construct, or cause to be constructed, PROJECT pursuant to a DISTRICT
19 administered public works construction contract, in accordance with PROJECT PLANS
20 approved by DISTRICT, COUNTY and CITY, and pay all costs associated therewith.

21 11. Inspect construction of PROJECT.

22 12. Require its construction contractor(s) to comply with all Cal/OSHA safety
23 regulations including regulations concerning confined space and maintain a safe working
24 environment for all DISTRICT, COUNTY and CITY employees on the site.
25
26
27
28

1 13. Assume ownership and sole responsibility for the operation and
2 maintenance of PROJECT until such time as COUNTY and CITY accept ownership and
3 responsibility for the operation and maintenance of COUNTY APPURTENANCES and CITY
4 APPURTENANCES, respectively. Further, it is mutually understood by the parties hereto that
5 prior to COUNTY and CITY acceptance of ownership and responsibility for the operation and
6 maintenance of COUNTY APPURTENANCES and CITY APPURTENANCES, COUNTY
7 APPURTENANCES and CITY APPURTENANCES shall be in a satisfactorily maintained
8 condition as solely determined by COUNTY and CITY.
9

10 14. Within two (2) weeks of completing PROJECT construction, provide
11 COUNTY and CITY with written notice that PROJECT construction is substantially complete
12 and requesting that COUNTY and CITY conduct a final inspection of COUNTY
13 APPURTENANCES and CITY APPURTENANCES.
14

15 15. Upon completion of PROJECT construction, provide COUNTY and CITY
16 with a copy of DISTRICT'S Notice of Completion.
17

18 16. Upon acceptance by COUNTY and CITY of COUNTY
19 APPURTENANCES and CITY APPURTENANCES for ownership, operation and
20 maintenance, provide COUNTY and CITY each with a reproducible duplicate set of "record
21 drawings" of PROJECT plans.
22

23 17. Ensure that all work performed pursuant to this Agreement by DISTRICT,
24 its agents or contractors is done in accordance with all applicable laws and regulations,
25 including but not limited to all applicable provisions of the Labor Code, Business and
26 Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs
27 associated with compliance with applicable laws and regulations.
28

SECTION II

COUNTY shall:

1. Review and approve PROJECT PLANS prior to DISTRICT'S advertising of PROJECT for construction bids.

2. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.

3. Grant DISTRICT, by execution of this Agreement, all rights necessary to construct, inspect, operate and maintain PROJECT within COUNTY rights of way.

4. Order the relocation of all utilities installed by permit or franchise within COUNTY rights of way which conflict with the construction of PROJECT and which must be relocated at the utility owner's expense.

5. Issue, at no cost to DISTRICT or DISTRICT'S contractor(s), the necessary encroachment and road closure permits required to construct PROJECT.

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

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

8. Accept sole responsibility for ownership, operation and maintenance of COUNTY APPURTENANCES upon (i) receipt of DISTRICT'S written Notice of Completion as set forth in Section I.15, and (ii) receipt of a reproducible duplicate set of "record drawings" of PROJECT plans as set forth in Section I.16.

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

3 8. Accept sole responsibility for ownership, operation and maintenance of
4 CITY APPURTENANCES upon (i) receipt of DISTRICT'S written Notice of Completion as set
5 forth in Section I.15, and (ii) receipt of a reproducible duplicate set of "record drawings" of
6 PROJECT plans as set forth in Section I.16.

7 9. Upon CITY acceptance of CITY APPURTENANCES construction as
8 being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings
9 and covers located within CITY rights of way and jurisdiction which must be performed at such
10 time(s) that the finished grade along and above the underground portions of PROJECT are
11 improved, repaired, replaced or changed. It being further understood and agreed that any such
12 adjustments shall be performed at no cost to DISTRICT.

13 10. Obtain, at its sole cost and expense, all necessary licenses, agreements,
14 permits and rights of entry as may be necessary from the California Department of
15 Transportation to maintain the portion of CITY APPURTENANCES located within the
16 California Department of Transportation's rights of way.

17 SECTION IV

18 It is further mutually agreed:

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

22 2. Except as otherwise provided herein, DISTRICT shall not be responsible
23 for any additional street repairs or improvements not shown in PROJECT PLANS and not as a
24 result of PROJECT construction.

1 3. Each party, as to any claim or liability arising out of any act or omission
2 with reference to any work to be performed by or authority delegated to such party as a result of
3 this Agreement, shall save, defend, indemnify and hold harmless the other party and its officers
4 and employees from all liability for death or injury to person, or damage to property, or claim
5 therefor. DISTRICT shall require its prime contractor to include COUNTY and CITY as
6 additional insureds under the liability insurance coverage required by DISTRICT'S construction
7 contract for PROJECT.
8

9 4. In the event of any arbitration, action or suit brought by DISTRICT,
10 COUNTY or CITY against the other party by reason of any breach on the part of the other party
11 of any of the covenants and agreements set forth in this Agreement, or any other dispute
12 between the DISTRICT, COUNTY or CITY concerning this Agreement, the prevailing party in
13 any such action or dispute, by a final judgment or arbitration award, shall be entitled to have and
14 recover from the other party all costs and expenses or claims, including but not limited to,
15 attorney's fees and expert witness fees. This section shall survive any termination of this
16 Agreement.
17

18 5. This Agreement is made and entered into for the sole protection and benefit
19 of the parties hereto. No other person or entity shall have any right or action based upon the
20 provisions of this Agreement.
21

22 6. DISTRICT, COUNTY and CITY each pledge to cooperate in regard to the
23 operation and maintenance of their respective facilities as set forth herein and to discharge their
24 respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of
25 any nuisance condition or undue maintenance impact upon the others' facilities.
26

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

1 RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
2 1995 Market Street
Riverside, CA 92501
3 Attn: Contract Administration Section

CITY OF HEMET
510 East Florida Avenue
Hemet, CA 92543
Attn: Jorge Biagioni

4 COUNTY OF RIVERSIDE
TRANSPORTATION DEPT.
5 4080 Lemon Street
Riverside, CA 92502
6 Attn: Mojahed Salama

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

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

12 10. DISTRICT, COUNTY and CITY shall not assign this Agreement without
13 the written consent of the other parties.

14 11. Any action at law or in equity brought by any of the parties hereto for the
15 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of
16 competent jurisdiction in the County of Riverside, State of California, and the parties hereto
17 waive all provisions of law providing for a change of venue in such proceedings to any other
18 county.
19

20 12. This Agreement is the result of negotiations between the parties hereto, and
21 the advice and assistance of their respective counsel. The fact that this Agreement was prepared
22 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty
23 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
24 prepared this Agreement in its final form.
25

26 13. Any waiver by DISTRICT, COUNTY or CITY, or any breach by any other
27 party of any provision of this Agreement shall not be construed to be a waiver of any subsequent
28

1 or other breach of the same or any other provision hereof. Failure on the part of DISTRICT,
2 COUNTY or CITY to require from any other party exact, full and complete compliance with
3 any of the provisions of this Agreement shall not be construed as in any manner changing the
4 terms hereof, or estopping DISTRICT, COUNTY or CITY from enforcing this Agreement.

5 14. This Agreement is intended by the parties hereto as a final expression of
6 their understanding with respect to the subject matter hereof and as a complete and exclusive
7 statement of the terms and conditions thereof and supersedes any and all prior and
8 contemporaneous agreements and understandings, oral and written, in connection therewith.

9 This Agreement may be changed or modified only upon the written consent of the parties
10 hereto.
11

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

2 _____
(to be filled in by Clerk of the Board)

3
4 RECOMMENDED FOR APPROVAL:

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

5
6 By _____
7 WARREN D. WILLIAMS
8 General Manager-Chief Engineer

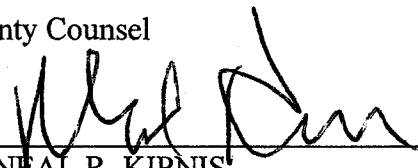
By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

9 APPROVED AS TO FORM:

ATTEST:

10 PAMELA J. WALLS
11 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

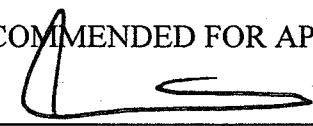
12 By  _____
13 NEAL R. KIPNIS
14 Deputy County Counsel

By _____
Deputy

(SEAL)

15
16 RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

17 By  _____
18 JUAN C. PEREZ, Director
Transportation and Land Management

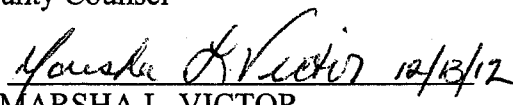
By _____
JOHN TAVAGLIONE, Chairman
County of Riverside Board of Supervisors

19 APPROVED AS TO FORM:

ATTEST:

20 PAMELA J. WALLS
21 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

22 By  _____ 12/13/12
23 MARSHA L. VICTOR
24 Principal Deputy County Counsel

By _____
Deputy

(SEAL)

25
26 Cooperative Agreement
27 Little Lake MDP Line B, Stage 1, and a portion of MDP Line B-4
28 Project No. 4-0-00265-01

1 RECOMMENDED FOR APPROVAL:

CITY OF HEMET

2 By _____
3 BRIAN NAKAMURA
4 City Manager

By _____
ROBERT YOUSSEF
Mayor

5 APPROVED AS TO FORM:

ATTEST:

6 By _____
7 ERIC VAIL
City Attorney

By _____
SARAH MCCOMAS
City Clerk

8
9 (SEAL)

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23 TK:rlp
24 10/30/12
P8/150019

25 Cooperative Agreement
26 Little Lake MDP Line B, Stage 1, and a portion of MDP Line B-4
27 Project No. 4-0-00265-01

EXHIBIT A

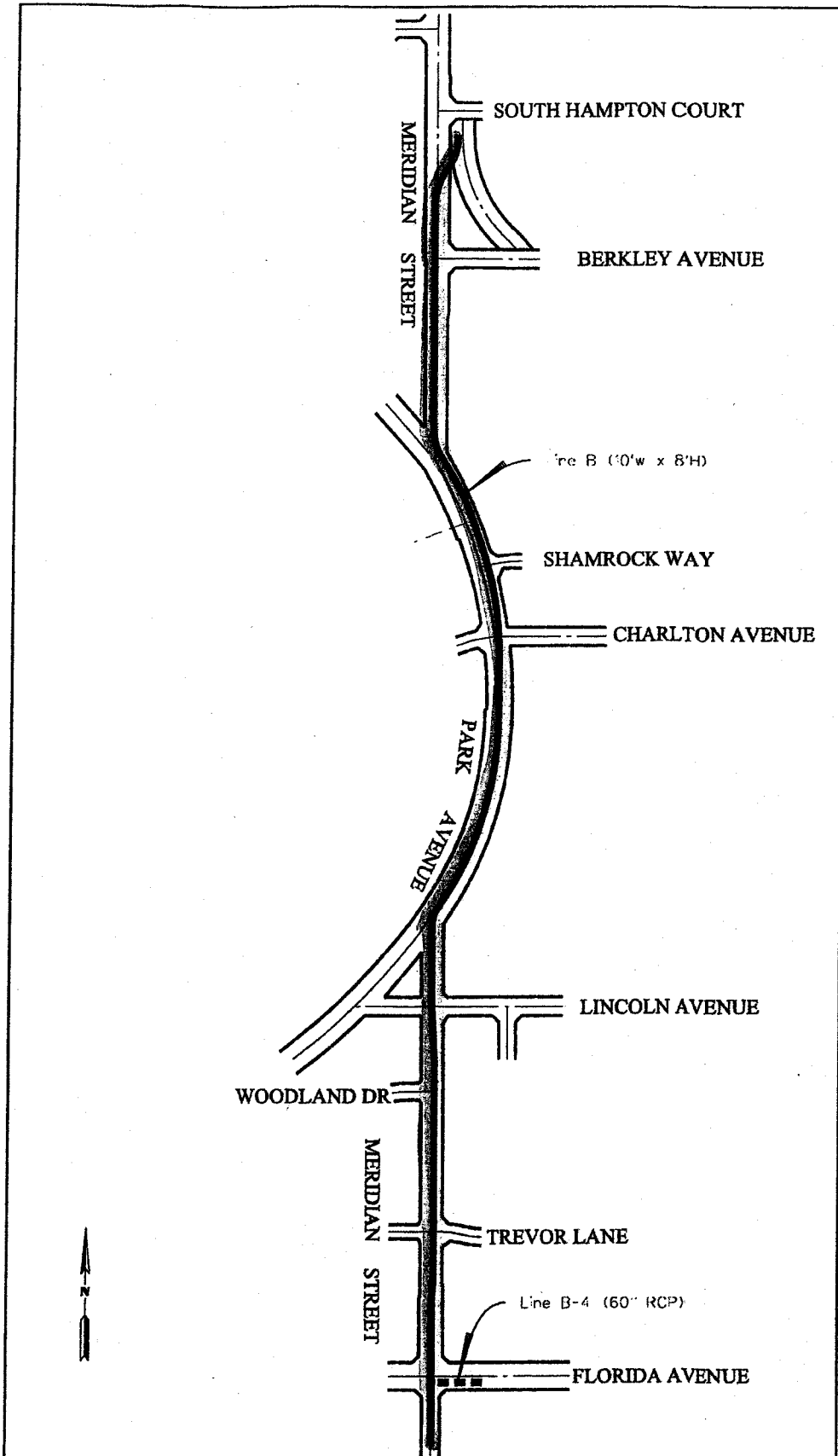


EXHIBIT "A"