

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



**ITEM: 3.37
(ID # 11499)**

MEETING DATE:
Tuesday, March 10, 2020

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION DEPARTMENT: Approval of the Cooperative Agreement by and between the County of Riverside and the Riverside County Flood Control and Water Conservation District for the Lakeland Village Master Drainage Plan Line H, Stage 1, Project No. 3-0-00020. District 1. [\$143,000 Total - 100% Local Funds] (Companion Item to MT Item No. 10554)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the County of Riverside (County) and Riverside County Flood Control and Water Conservation District (District) for the Lakeland Village Master Drainage Plan Line H, Stage 1, Project No. 3-0-00020 and authorize the Chairman of the Board to execute the same.

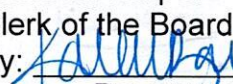
ACTION:Policy


Patricia Romo, Director of Transportation 2/19/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 10, 2020
xc: Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 143,000	\$ 0	\$ 143,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax/HUTA 100%. No General Funds will be used on this project.			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cooperative Agreement sets forth the terms and conditions by which the District will design and construct certain flood control facilities within the Lakeland Village Master Drainage Plan. These flood control facilities, Lakeland Village Master Drainage Plan Line H, Stage 1, consists of approximately 1.2 miles of an underground storm drain system located in the community of Lakeland Village to capture storm flows at four locations in the nearby foothills and convey them, primarily underground, to the lake.

The Agreement sets forth the terms and conditions for the Transportation Department to reimburse the District for a portion of the street improvements along Maiden Lane and for the District to transfer certain property easements along a section of Maiden Lane between Cottrell Boulevard and the Line H sedimentation basin to the County upon completion of construction, for road and storm drain maintenance.

The Transportation Department will assume ownership and responsibility for the operation and maintenance for the various street improvements, catch basins, inlets, laterals, connector pipes and storm drains that are thirty-six inches (36") or less in diameter that are located within County held easements or rights of way.

Construction is expected to begin in late 2020.

County Counsel has approved the Agreement as to legal form. A companion item appears on the Riverside County Flood Control and Water Conservation District agenda this same date.

Transportation Department Project Number C8-0083.

Impact on Residents and Businesses

Upon construction completion, these flood control facilities will provide drainage and street improvements for adjacent property owners and businesses and eliminate approximately 40 acres of floodplain affecting residential and commercial properties and various streets within the

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

Lakeland Village community. Additionally, the Line H sedimentation basin will help to improve low flow water quality before it enters the lake and provide incidental groundwater recharge.

Additional Fiscal Information

The County will reimburse the District an estimated \$143,000 for some street improvements along Maiden Lane north of Cottrell Boulevard. The District will ensure sufficient funding is secured for the project prior to construction contract award by the Board of Supervisors. Future operations and maintenance costs associated with the mainline storm drain system will accrue to the District.

ATTACHMENTS:

Coop Agreement Lakeland Village Master Drainage Plan Line H, Stage 1 Project No. 3-0-00020
Vicinity Map



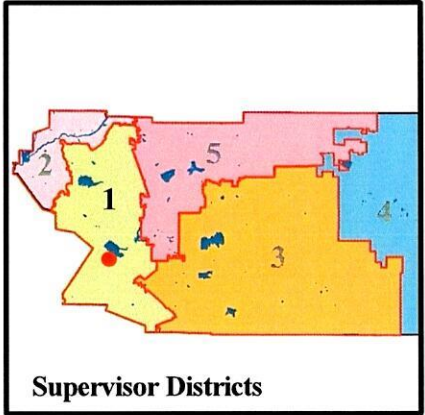
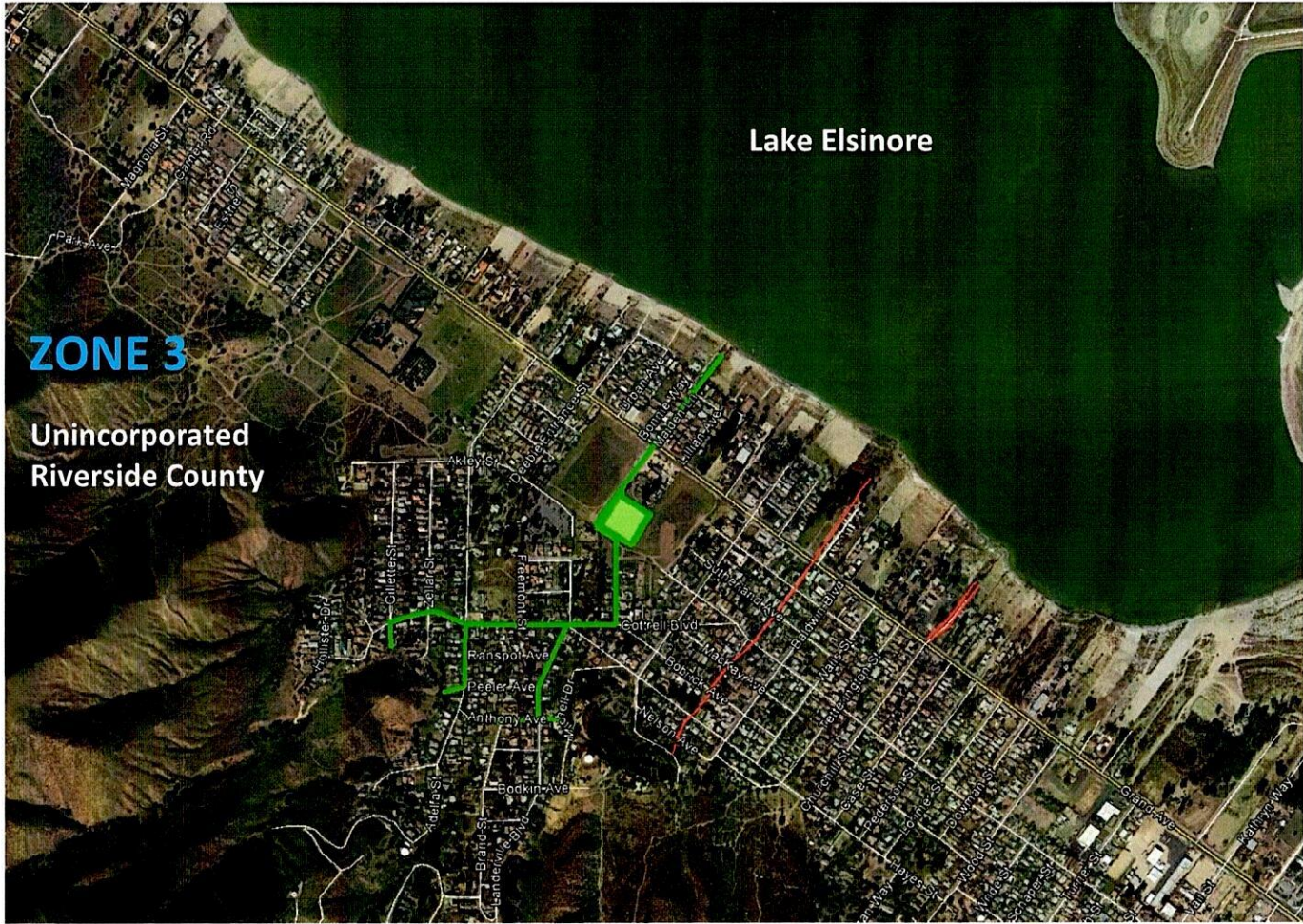
Jason Farin, Senior Management Analyst

3/4/2020



Gregory L. Priarios, Director County Counsel

2/24/2020



Supervisorial Districts

LEGEND:

- Project Vicinity
- Existing District Facilities
- Supervisorial District

DESCRIPTION:

Lakeland Village MDP Line H
 Stage 1
 Project No. 3-0-00020



VICINITY MAP



COOPERATIVE AGREEMENT
Lakeland Village Master Drainage Plan Line H, Stage 1
Project No. 3-0-00020

This Cooperative Agreement ("Agreement"), dated as of March 10, 2020, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic, ("DISTRICT") and the County of Riverside, a political subdivision of the State of California ("COUNTY") on behalf of its Transportation Department.

RECITALS

A. DISTRICT has budgeted for and now plans to design and construct the Lakeland Village Master Drainage Plan Line H, Stage 1, hereinafter referred to as "LINE H STAGE 1", to provide flood control and drainage improvements for the community of Lakeland Village, which is located in the southwesterly portion of Lake Elsinore in unincorporated Western Riverside County; and

B. LINE H STAGE 1, as shown on DISTRICT Drawing No. 3-0207, consists of the following:

i. Line H ("MAINLINE")

Approximately 4,445 lineal feet of underground storm drain system, as shown in concept in red on Exhibit "A" attached hereto and made a part hereof, including the associated inlet structure with concrete wing walls and trash rack, an energy dissipator outlet structure with concrete retaining walls, maintenance access road, riprap protection, concrete cutoff walls, gate and fencing. MAINLINE is to be constructed within Gillette Street, Coleman Avenue, Cottrell Boulevard and Maiden Lane, starting from DISTRICT Parcel Number 3020-4 and extending northerly along Gillette Street, easterly along Coleman Avenue, easterly along Cottrell Boulevard

and northerly and northeasterly along Maiden Lane to outlet into Lake Elsinore; and

a. Line H Sedimentation Basin ("BASIN")

A sedimentation basin to be constructed on Assessor's Parcel Numbers 381-252-011 and 381-252-012, as shown in concept cross-hatched in orange on Exhibit "A", including the associated maintenance access road, spillway, gate and fencing; and

b. Lateral H1 ("LATERAL H1")

Approximately 103 lineal feet of underground storm drain system, as shown in concept in green on Exhibit "A", including the associated basin outlet structure. LATERAL H1 is to start from BASIN and extend northwesterly to outlet into MAINLINE; and

c. Lateral H2 ("LATERAL H2")

Approximately 69 lineal feet of underground storm drain system, as shown in concept in blue on Exhibit "A", including the associated concrete wingwalls with rip rap outlet structure. LATERAL H2 is to start from MAINLINE and extend northeasterly to outlet into BASIN; and

ii. Line H1 ("LINE H1")

Approximately 1,157 lineal feet of underground storm drain system, as shown in concept in yellow on Exhibit "A", including the associated inlet structure with concrete wing walls and trash rack, maintenance access road, riprap protection, concrete cutoff wall, gate and fencing. LINE H1 is to be

constructed within Anthony Avenue and Landerville Boulevard, starting from DISTRICT Parcel Number 3020-3 and extending easterly along Anthony Avenue and northerly and northeasterly along Landerville Boulevard to outlet into MAINLINE near the intersection of Cottrell Boulevard and Landerville Boulevard; and

iii. Line H2 ("LINE H2")

Approximately 585 lineal feet of underground storm drain system, as shown in concept in purple on Exhibit "A", including the associated inlet structure with concrete wing walls and trash rack, maintenance access road, riprap protection, concrete cutoff walls, gate and fencing. LINE H2 is to be constructed within Adelfa Street, starting from DISTRICT Parcel Numbers 3020-1 and 3020-2 and extending northerly along Adelfa Street to outlet into MAINLINE near the intersection of Cottrell Boulevard and Adelfa Street; and

C. Associated with the construction of LINE H STAGE 1 is the construction of various catch basins, inlets, laterals, connector pipes and storm drains that are thirty-six inches (36") or less in diameter located within COUNTY rights of way, hereinafter called "APPURTENANCES"; and

D. Also associated with the construction of LINE H STAGE 1 is the construction of certain street improvements, including street paving, aggregate base, curb and gutter, and sidewalks, as depicted on DISTRICT Drawing No. 3-0207, hereinafter called "STREET IMPROVEMENTS"; and

E. COUNTY desires DISTRICT to include as a part of its construction contract approximately 659 lineal feet of STREET IMPROVEMENTS along a certain portion of Maiden

Lane between Cottrell Boulevard and BASIN ("MAIDEN LANE IMPROVEMENTS"), including approximately 612 feet of rolled curb and nine (9) new driveways/driveway approaches; and

F. COUNTY is willing to reimburse DISTRICT for actual costs for the rolled curb, cross gutter, bollards, mailbox and fence removals and replacements, fire hydrant relocations, water meter relocations, driveway/driveway approaches, asphalt, aggregate base, and roadway excavation for the MAIDEN LANE IMPROVEMENTS, and the related construction administration cost for this work. The estimated cost for the construction of MAIDEN LANE IMPROVEMENTS is one hundred forty three thousand dollars (\$143,000). This includes one hundred percent (100%) of the lowest responsible construction contract bid price for MAIDEN LANE IMPROVEMENTS ("INITIAL PAYMENT") and up to one hundred percent (100%) of the difference between the final construction cost of MAIDEN LANE IMPROVEMENTS and INITIAL PAYMENT plus any additional work approved in writing by COUNTY, and the related construction administration costs ("FINAL PAYMENT"). Together, INITIAL PAYMENT and FINAL PAYMENT are hereinafter called "COUNTY CONTRIBUTION"; and

G. DISTRICT is willing to incorporate STREET IMPROVEMENTS into its construction contract provided that COUNTY pays COUNTY CONTRIBUTION; and

H. Together, STREET IMPROVEMENTS and APPURTENANCES are hereinafter called "COUNTY FACILITIES"; and

I. LINE H STAGE 1 and COUNTY FACILITIES are hereinafter altogether called "PROJECT"; and

J. DISTRICT and COUNTY acknowledge it is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date; and

K. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and COUNTY with respect to design, construction, inspection, ownership, operation and maintenance of PROJECT.

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

SECTION I

DISTRICT shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as the Lead Agency and assume responsibility for the preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.
2. Prepare, or cause to be prepared, plans and specifications for PROJECT (the "IMPROVEMENT PLANS") in accordance with applicable DISTRICT and COUNTY standards.
3. Obtain, at its sole cost and expense, all necessary rights of way, rights of entry and temporary construction easements necessary to construct, inspect, operate and maintain PROJECT.
4. Secure, at its sole cost and expense, all necessary permits, approvals, licenses or agreements required by any federal, state or local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT.
5. Prior to advertising PROJECT for public works construction contract bids, submit IMPROVEMENT PLANS to COUNTY for its review, comment and approval, as appropriate.
6. Advertise, award and administer a public works construction contract for PROJECT.

7. Provide COUNTY with written notice that DISTRICT has awarded a construction contract for PROJECT. The written notice to COUNTY shall include a copy of the Contractor's actual bid documents for MAIDEN LANE IMPROVEMENTS, setting forth herein the INITIAL PAYMENT amount.
8. Invoice COUNTY (Attention: Transportation Department, Plan Check Section) for INITIAL PAYMENT at the time of providing written notice pursuant to Section I.7.
9. Within thirty (30) days of DISTRICT awarding PROJECT construction contract, pay Western Riverside County Regional Conservation Agency the costs associated with the Multiple Species Habitat Conservation Plan, which is either the lesser of three percent (3%) of the lowest bid price or three percent (3%) of the contract bid price, less the value of the applicable project specific mitigation.
10. Prior to commencing PROJECT construction, schedule and conduct a pre-construction meeting between DISTRICT, COUNTY and other affected entities. DISTRICT shall notify COUNTY at least twenty (20) days prior to conducting the pre-construction meeting.
11. Furnish COUNTY, at the time of providing written notice for the pre-construction meeting as set forth in Section I.10, with a construction schedule which shall show the order and dates in which DISTRICT or DISTRICT's contractor proposes to carry on the various parts of work, including estimated start and completion dates.
12. Construct or cause to be constructed PROJECT pursuant to a DISTRICT administered public works construction contract, in accordance with IMPROVEMENT PLANS approved by DISTRICT and COUNTY, and pay all costs associated therewith.
13. Keep an accurate accounting of all DISTRICT costs associated with the construction of MAIDEN LANE IMPROVEMENTS, plus any additional work approved in writing by COUNTY pursuant to Section III.3., and include the final accounting when invoicing COUNTY

for FINAL PAYMENT. The final accounting of construction costs shall include a detailed breakdown of all costs, including but not limited to DISTRICT's costs associated with administering the construction contract, payment vouchers, COUNTY approved change orders and other such construction contract documents as may be necessary, to establish the actual cost of construction for MAIDEN LANE IMPROVEMENTS.

14. Inspect or cause to be inspected construction of PROJECT.
15. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all DISTRICT and COUNTY employees on the site.
16. Require its construction contractor(s) to include COUNTY as an additional insured under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include COUNTY as a third party beneficiary of any and all warranties of the contractor's work with regard to COUNTY FACILITIES.
17. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as COUNTY accepts ownership and responsibility for operation and maintenance of COUNTY FACILITIES as set forth in Section II.10.
18. Within two (2) weeks of completing PROJECT construction, provide COUNTY with written notice that PROJECT construction is substantially complete and requesting that COUNTY conduct a final inspection of PROJECT.
19. Upon DISTRICT's acceptance of PROJECT construction as complete, provide COUNTY with a copy of DISTRICT's Notice of Completion.
20. Upon DISTRICT's acceptance of PROJECT construction as complete, quitclaim to COUNTY all right, title, and interest in the easements ("TRANSFER EASEMENTS") shown in concept cross-hatched in magenta on Exhibit "B", attached hereto and made a part hereof.

21. At the time of providing written notice pursuant to Section I.19, if the final cost of construction for MAIDEN LANE IMPROVEMENTS exceeds INITIAL PAYMENT, invoice COUNTY (Attention: Transportation Department, Plan Check Section) for FINAL PAYMENT. The invoice shall include the final accounting as set forth in Section I.13.

22. Upon DISTRICT's acceptance of PROJECT construction as complete, provide COUNTY with a reproducible duplicate set of "record drawings" of IMPROVEMENT PLANS.

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

SECTION II

COUNTY shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
2. Review, comment and approve, as appropriate and at its sole cost, IMPROVEMENT PLANS prior to DISTRICT's advertising PROJECT for construction bids.
3. Pay DISTRICT, within thirty (30) days after receipt of DISTRICT's appropriate invoice, for INITIAL PAYMENT as set forth in Section I.8.
4. Grant DISTRICT, by execution of this Agreement, all rights necessary to construct, inspect, operate and maintain PROJECT within COUNTY rights of way or easements.
5. Issue, at no cost to DISTRICT or DISTRICT's contractor, the necessary encroachment permit(s) required to construct PROJECT.

6. Order the relocation of all utilities within COUNTY rights of way that conflict with the construction of PROJECT and which must be relocated at the utility company's expense.
7. Inspect PROJECT construction at its sole cost, but provide any comments to DISTRICT personnel who shall be solely responsible for all communications with DISTRICT's contractor(s) during the construction of PROJECT.
8. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete as set forth in Section I.18, conduct a final inspection of PROJECT.
9. Pay DISTRICT, within thirty (30) days after receipt of DISTRICT's appropriate invoice, for FINAL PAYMENT as set forth in Section I.21.
10. Accept ownership and sole responsibility for the operation and maintenance of COUNTY FACILITIES upon (i) receipt of DISTRICT's Notice of Completion as set forth in Section I.19; and (ii) receipt of a reproducible duplicate set of "record drawings" of IMPROVEMENT PLANS as set forth in Section I.22.
11. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within COUNTY rights of way and jurisdiction which must be performed at such time(s) that the finished grade along and above the underground portions of PROJECT are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION III

It is further mutually agreed:

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

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

3. In the event COUNTY desires to include any additional work as part of PROJECT, COUNTY shall submit a written request to DISTRICT describing the additional work desired and agrees to pay DISTRICT for any agreed upon work requested. Payment for COUNTY-requested additional work shall be based upon actual quantities of materials installed at the contract unit prices bid or at the negotiated change order prices.

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

5. DISTRICT and COUNTY agree to indemnify each other as follows:

- a. COUNTY shall indemnify, defend, save and hold harmless DISTRICT (including its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, caused by, based upon, arising out of or in any way relating to COUNTY's (including its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) negligence or willful misconduct related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to, (a) property

damage; (b) bodily injury or death; (c) payment of attorneys' fees; or (d) any other element of any kind or nature whatsoever.

- b. DISTRICT shall indemnify, defend, save and hold harmless COUNTY (including its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, caused by, based upon, arising out of or in any way relating to DISTRICT's (including its directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) negligence or willful misconduct related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to, (a) property damage; (b) bodily injury or death; (c) payment of attorneys' fees; or (d) any other element of any kind or nature whatsoever.
- c. This indemnification provision shall survive termination or expiration of this Agreement until such a time as the statute of limitations shall run for any claims that may arise out of this Agreement.

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

7. This Agreement is to be construed in accordance with the laws of the State of California.

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

RIVERSIDE COUNTY FLOOD CONTROL
AND CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Design III

COUNTY OF RIVERSIDE
4080 Lemon Street, 8th Floor
Riverside, CA 92502-1090
Attn: Transportation Department
Plan Check Section

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

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

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

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

13. 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 and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

14. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which together will constitute one instrument.

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

MAR 10 2020

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By *J. Uhley*
JASON E. UHLEY
General Manager-Chief Engineer

By *Karen S. Spiegel*
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

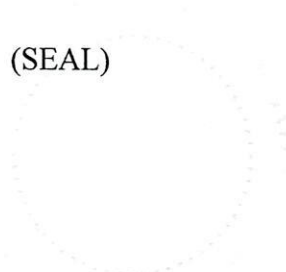
GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By *Synthia M. Gunzel*
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By *Karen Harper*
Deputy


(SEAL)



Cooperative Agreement w/County of Riverside
Lakeland Village Master Drainage Plan Line H, Stage 1
Project No. 3-0-00020
12/10/19
RKM:blm

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
PATRICIA ROMO
Director of Transportation


By 
~~KEVIN JEFFRIES~~, Chairman
Board of Supervisors **V. MANUEL PEREZ**

APPROVED AS TO FORM:

ATTEST:

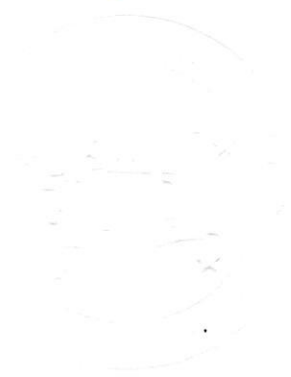
GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

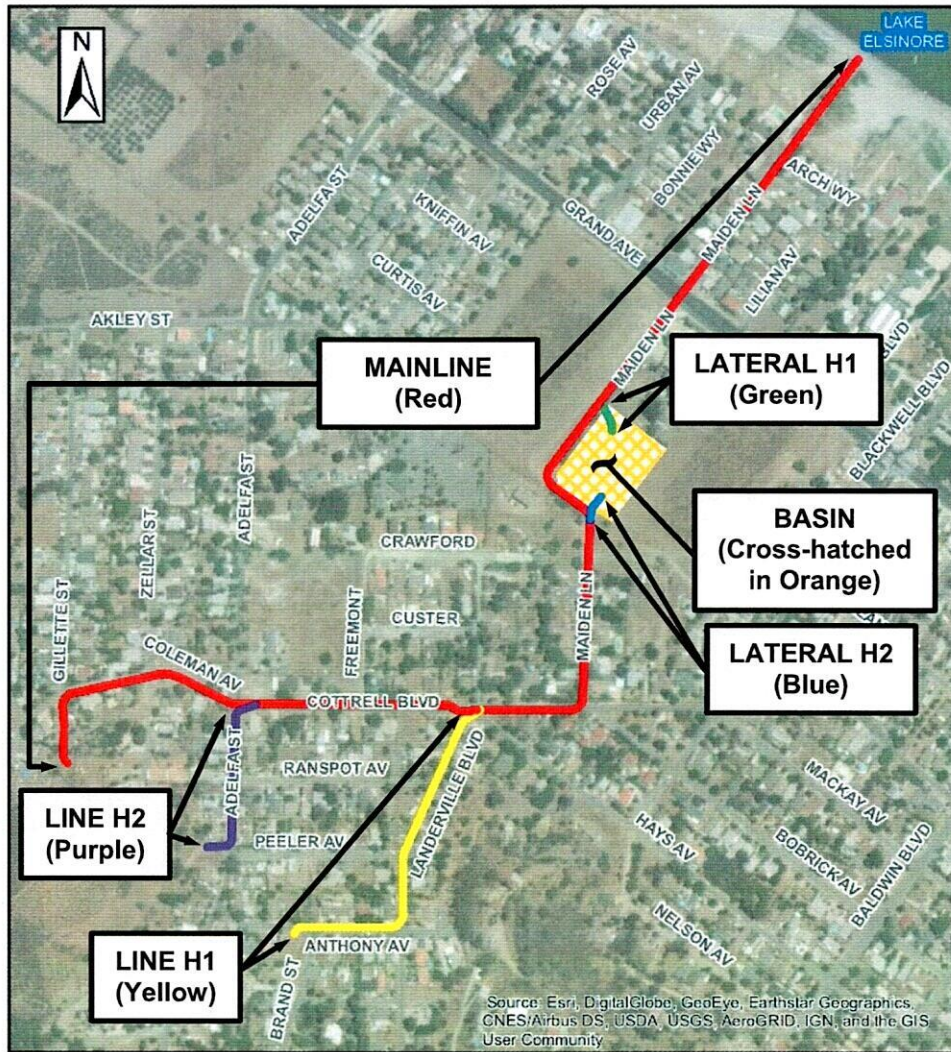
By 
Deputy

(SEAL)



Cooperative Agreement w/County of Riverside
Lakeland Village Master Drainage Plan Line H, Stage 1
Project No. 3-0-00020
12/10/19
RKM:blm

Exhibit A



District Maintained Facilities	
—	Line H
—	Lateral H1
—	Lateral H2
—	Line H1
—	Line H2
	Line H Basin

Exhibit B

