

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



ITEM: 3.19
(ID # 14660)

MEETING DATE:
Tuesday, March 30, 2021

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Cooperative agreement Between the County of Riverside and Riverside County Flood Control and Water Conservation District for the Beaumont MDP Line 16, Stage 50, Project No. 5-0-00201, District 5. [\$0] (Companion Item to MT Item No. 14631)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the County of Riverside (County) and the Riverside County Flood Control and Water Conservation District (District) for the Beaumont MDP Line 16, Stage 50 Project No. 5-0-00201, and Authorize the Chairwoman of the Board to execute the same.

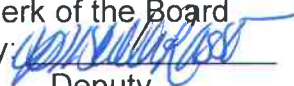
ACTION: Policy


Mark Lancaster, Director of Transportation 3/1/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Perez 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 30, 2021
xc: Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

(Companion item 11.2)

**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	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Not Applicable.			Budget Adjustment: No	
			For Fiscal Year: NA	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which the County will grant the District the necessary rights to access, construct, operate and maintain the Project within County rights of way. The District will design and construct the Project.

Upon completion of construction, the County will assume ownership and responsibility for the operation and maintenance for the Project's various catch basins, curb and gutter, inlets, connector pipes and storm drains that are thirty-six inches (36") or less in diameter (with exception to the portion of Line 16-D described above) that are located within County held easements or rights of way; this includes Line 16-B.

The District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain system:

- Line 16 - Approximately 5,675 lineal feet of 54-inch to 84-inch reinforced concrete pipe to be constructed within Winesap Avenue and Grand Avenue. Line 16 will outlet into BCVWD's existing Noble Creek Recharge Facility;
- Line 16-A - Approximately 205 lineal feet of 48-inch reinforced concrete pipe to be constructed within Noble Street. Line 16-A will outlet into Line 16;
- Line 16-C - Approximately 350 lineal feet of 54-inch reinforced concrete pipe to be constructed within Jonathan Avenue. Line 16-C will outlet into Line 16; and
- Line 16-D - Approximately 1,300 lineal feet of 24-inch reinforced concrete pipe to be constructed in within Grand Avenue. This portion of Line 16-D will outlet into Line 16. The remainder of Line 16-D near Bellflower Avenue will be maintained by BCVWD.

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

Impact on Residents and Businesses

The flood control facilities will provide flood protection for adjacent property owners, businesses and future developments and allow the collected storm runoff to recharge the local groundwater system.

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

Additional Fiscal Information

Future operations and maintenance costs associated with the mainline storm drain system will accrue to the District.

ATTACHMENTS:

Vicinity Map
Cooperative Agreement



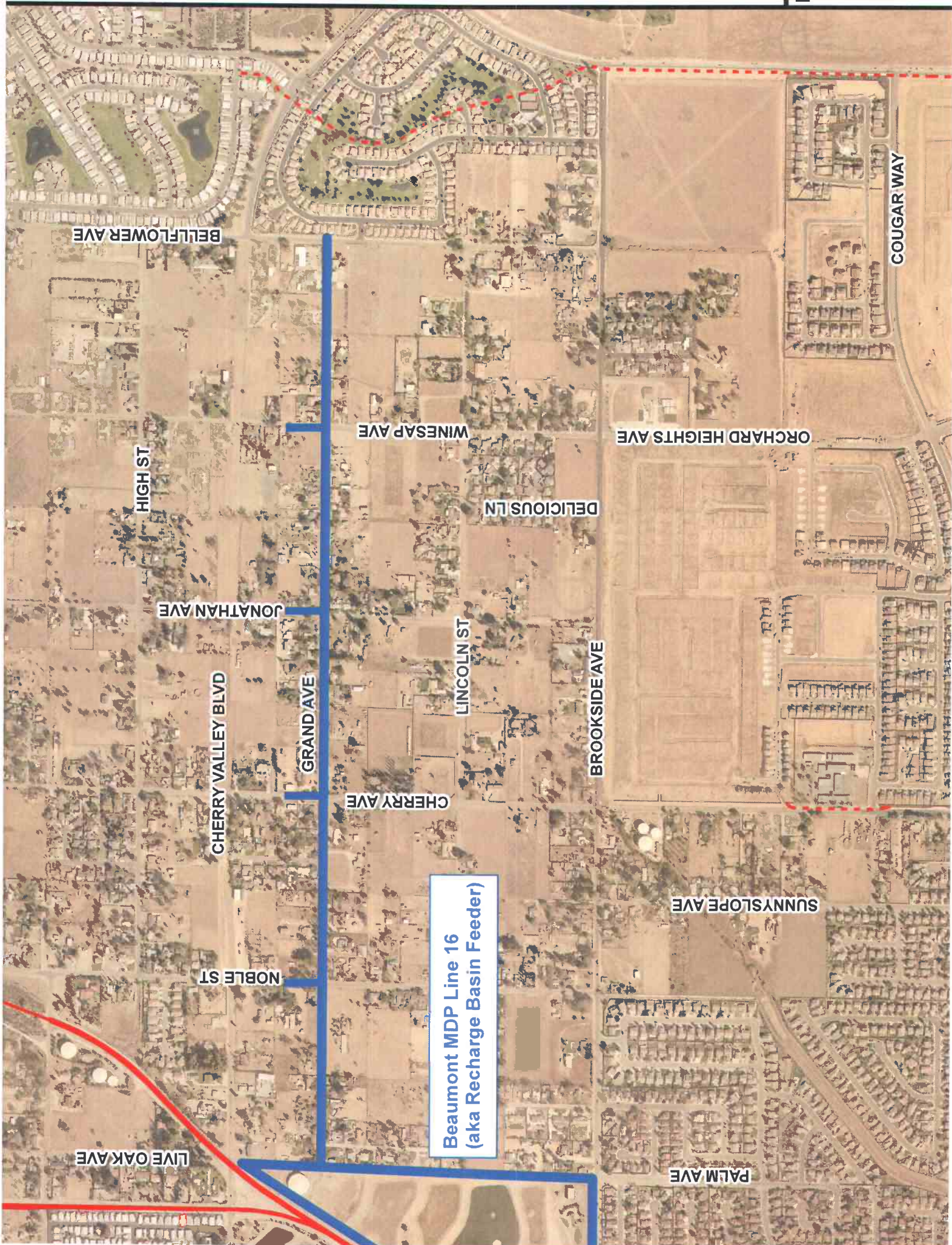
Jason Farin, Principal Management Analyst

3/23/2021



Gregory L. Priamos, Director County Counsel

3/10/2021



Beaumont MDP Line 16
(aka Recharge Basin Feeder)

BELFLOWER AVE

COUGAR WAY

HIGH ST

WINESAP AVE

ORCHARD HEIGHTS AVE

JONATHAN AVE

DELICIOUS LN

CHERRY VALLEY BLVD

GRAND AVE

LINCOLN ST

BROOKSIDE AVE

CHERRY AVE

SUNNYSLOPE AVE

NOBLE ST

LIVE OAK AVE

PALM AVE

COOPERATIVE AGREEMENT
 Beaumont MDP Line 16, Stage 50
 Project No. 5-0-00201

This Cooperative Agreement ("Agreement"), dated as of March 30, 2021 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. DISTRICT and COUNTY are collectively referred to herein as "PARTIES" and individually as "PARTY". The Parties hereto agree as follows:

RECITALS

- A. DISTRICT has budgeted for and plans to design and construct the Beaumont MDP Line 16, Stage 50 to help provide necessary drainage improvements for the immediate adjacent areas in the unincorporated community of Cherry Valley; and
- B. In partnership with Beaumont-Cherry Valley Water District ("BCVWD"), DISTRICT has been awarded a 2015 Integrated Regional Water Management ("IRWM") Implementation Grant from the Santa Ana Watershed Project Authority ("SAWPA"), funded by Proposition 84 (The Safe Drinking Water, Water Quality Supply, Flood Control, River and Coastal Protection Bond Act of 2006) for several projects including Beaumont MDP Line 16, Stage 50; and
- C. DISTRICT intends to enter into a separate agreement with BCVWD that sets forth the funding, ownership, operations and maintenance responsibilities for Beaumont MDP Line 16, Stage 50 ("BCVWD AGREEMENT") between BCVWD and DISTRICT; and
- D. Beaumont MDP Line 16, Stage 50, as shown on DISTRICT Drawing No. 5-0226, consists of the following:
- i. Line 16 ("MAINLINE")

Approximately 5,700 lineal feet of underground storm drain system, as shown in concept in magenta on Exhibit "A" attached hereto and made a part hereof, including the associated outlet structure with concrete wingwalls and riprap. MAINLINE is to be constructed within Winesap Avenue and Grand Avenue. At its downstream terminus, MAINLINE will outlet into BCVWD's existing Noble Creek Recharge Facility ("BCVWD FACILITY"), as shown in concept in orange on Exhibit "A"; and

ii. Line 16-A ("LINE 16-A")

Approximately 205 lineal feet of 48-inch reinforced concrete pipe, as shown in concept in purple on Exhibit "A", which is to be constructed within Noble Street and extend southerly to outlet into MAINLINE. At its upstream terminus, LINE 16-A will terminate with a concrete bulkhead for future extension; and

iii. Line 16-C ("LINE 16-C")

Approximately 350 lineal feet of 54-inch reinforced concrete pipe, as shown in concept in dark blue on Exhibit "A", which is to be constructed within Jonathan Avenue and extend southerly to outlet into MAINLINE. At its upstream terminus, LINE 16-C will terminate with a concrete bulkhead for future extension; and

iv. Line 16-D ("LINE 16-D")

Approximately 1,300 lineal feet of 24-inch reinforced concrete pipe, as shown in concept in teal on Exhibit "A", which is to be constructed within Grand Avenue and extend westerly to outlet into

MAINLINE. At its upstream terminus, LINE 16-D will terminate with a drop inlet structure located within Bellflower Avenue; and

v. Altogether, MAINLINE, LINE 16-A, LINE 16-C, and LINE 16-D are hereinafter called "DISTRICT FACILITIES"; and

E. Associated with the construction of DISTRICT FACILITIES is the construction of certain catch basins, curb and gutter, AC dike, drop inlets, connector pipes and storm drains that are thirty-six inches (36") or less in diameter located within COUNTY held easements or rights of way, hereinafter called "APPURTENANCES". APPURTENANCES also include Line 16-B ("LINE 16-B"), which is shown in concept in green on Exhibit "A". LINE 16-D is excluded from APPURTENANCES; and

F. Also associated with the construction of LINE H STAGE 1 is the construction of certain street improvements, as depicted on DISTRICT Drawing No. 5-0226, hereinafter called "STREET IMPROVEMENTS"; and

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

H. Together, DISTRICT FACILITIES and COUNTY FACILITIES are hereinafter called "PROJECT"; and

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

J. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and COUNTY in regards to their respective roles and responsibilities associated with 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, hereinafter called "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 public works construction contract for PROJECT.
7. Provide COUNTY with written notice that DISTRICT has awarded a construction contract for PROJECT.
8. Within thirty (30) days of DISTRICT awarding PROJECT construction contract, pay the Western Riverside County Regional Conservation Authority ("RCA") the costs

associated with the mitigation fee per the 2004 Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP"), which is either the lesser of (i) three percent (3%) of the lowest responsible bid price or (ii) three percent (3%) of the lowest responsible bid price, less the value of the applicable project specific mitigation.

9. 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.

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

11. 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.

12. Inspect, or cause to be inspected, construction of PROJECT.

13. 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.

14. 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.

15. 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.8. DISTRICT shall continue thereafter to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES.

16. 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.

17. Upon DISTRICT's acceptance of PROJECT CONSTRUCTION as complete, provide COUNTY with a copy of DISTRICT's Notice of Completion.

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

19. 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 and expense, IMPROVEMENT PLANS prior to DISTRICT advertising PROJECT for construction bids.

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 within COUNTY rights of way which conflict with the construction of PROJECT and which must be relocated at the utility company's expense.
5. Issue, at no cost to DISTRICT or DISTRICT's contractor(s), the necessary encroachment permit(s) required to construct PROJECT.
6. Inspect PROJECT construction for quality control purposes at its sole cost and expense, but 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 as set forth in Section I.16, conduct a final inspection of PROJECT.
8. 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.17 and (ii) receipt of a reproducible duplicate set of "record drawings" of IMPROVEMENT PLANS as set forth in Section I.18.
9. 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. 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.
- b. 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.

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 to 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. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature

means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

March 30, 2024

(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, Chair
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 Christella Rasso
Deputy

(SEAL)

Cooperative Agreement w/County of Riverside
Beaumont MDP Line 16, Stage 50
Project No. 5-0-00201
1/22/21
RKM:blm

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

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By _____
JASON E. UHLEY
General Manager-Chief Engineer

By _____
KAREN SPIEGEL, Chair
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
Chief Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement w/County of Riverside
Beaumont MDP Line 16, Stage 50
Project No. 5-0-00201
1/22/21
RKM:blm

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
MARK LANCASTER
Director of Transportation


By 
KAREN SPIEGEL, Chair
Board of Supervisors

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
Beaumont MDP Line 16, Stage 50
Project No. 5-0-00201
1/22/21
RKM:blm

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By *Mark Lancaster*
MARK LANCASTER
Director of Transportation

By _____
KAREN SPIEGEL, Chair
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

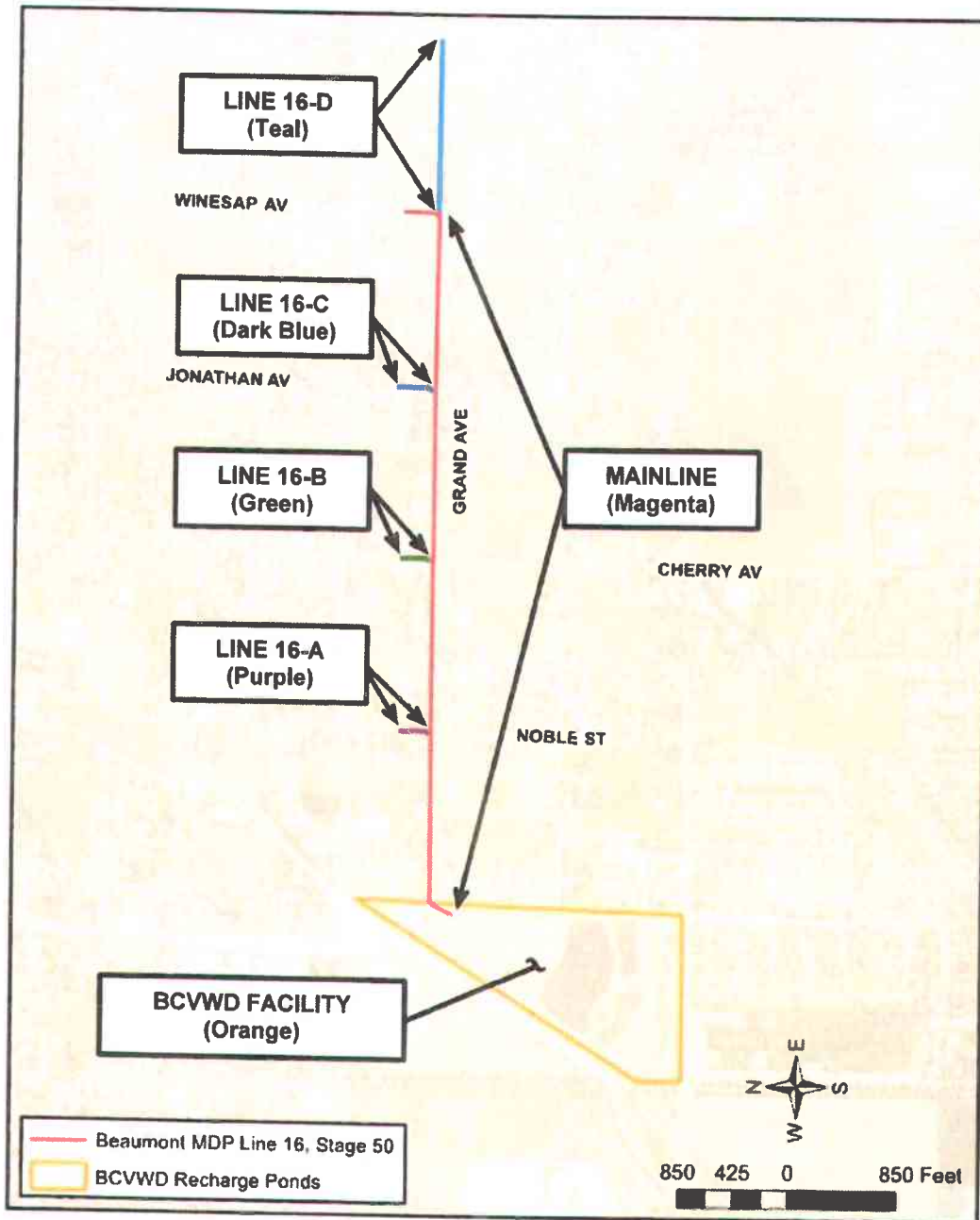
By _____
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement w/County of Riverside
Beaumont MDP Line 16, Stage 50
Project No. 5-0-00201
1/22/21
RKM:blm

Exhibit A



Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community