

COPY No. 5 - DISTRICT AGREEMENTS FILE

07-ORA-57 19.8/22.6
Imperial Highway to LA/ORA
Co. Line

07208 - 032201

AGREEMENT NO. 2185
O.C.F.C.D. Agreement No. C 330

C O O P E R A T I V E A G R E E M E N T

BREA CANYON CHANNEL (A04)

AND TONNER CANYON CHANNEL (A09)

THIS AGREEMENT, made and entered into

BY AND BETWEEN

ORANGE COUNTY FLOOD CONTROL DISTRICT
a public corporation,
hereinafter referred to as
"DISTRICT"

AND

STATE OF CALIFORNIA
acting by and through its
Transportation Agency,
Department of Public Works,
Division of Highways,
hereinafter referred to as
"STATE"

WITNESSETH:

WHEREAS, STATE contemplates construction of a portion
of the Route 57 Freeway in Orange County and in the City of
Brea, hereinafter referred to as "Freeway"; and

WHEREAS, a portion of said Freeway is within the flood
plain of Brea Canyon Channel (A04), and Tonner Canyon Channel
(A09), and certain channel construction will be necessary to
protect the Freeway; and

WHEREAS, DISTRICT proposes, at an unspecified future
date, to construct a channel between Tonner Canyon Road and the

1 facility for present and future development, said channel to be
2 hereinafter referred to as "Storm Drain"; and

3 WHEREAS, DISTRICT can not be expected to construct
4 Storm Drain until much later than Freeway construction is pro-
5 posed; and

6 WHEREAS, to avoid delay of Freeway construction,
7 STATE is willing to include construction of Storm Drain in its
8 Freeway project, generally as shown on Exhibit "A", a copy of
9 which is attached to and by this reference made a part of this
10 Agreement; and

11 WHEREAS, DISTRICT is willing to accept and maintain
12 said Storm Drain on completion of construction by STATE; and

13 WHEREAS, STATE will benefit by avoiding a delay in
14 Freeway construction and by a savings in cost of maintenance;
15 and

16 WHEREAS, DISTRICT will benefit from savings in cost
17 of constructing said Storm Drain.

18 NOW, THEREFORE, in consideration of the premises and
19 mutual benefits arising from incorporating said Storm Drain in
20 STATE'S Freeway contract, it is mutually agreed by and between
21 the parties hereto, as follows:

22 SECTION I
23

24 DISTRICT AGREES:

25 1. To accept and maintain said Storm Drain on comple-
26 tion of construction by STATE, which acceptance shall be signi-
27 fied upon completion of conveyance to DISTRICT of said Storm
28 Drain right of way.

29 2. To accept conveyance of said Storm Drain right of
30 way.

1 Storm Drain subsequent to construction under the terms of this
2 Agreement.

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4 SECTION II

5 STATE AGREES:

6 1. At no cost to DISTRICT, to prepare all plans and
7 specifications required to construct said Storm Drain, said
8 plans and specifications to be in accordance with STATE stand-
9 ards for geometric and structural sections and to submit said
10 plans and specifications to DISTRICT for approval prior to
11 advertising the project; and

12 2. At no cost to DISTRICT, to acquire right of way
13 necessary for construction of said Storm Drain as generally
14 shown on said Exhibit "A".

15 3. To convey to DISTRICT, upon completion of con-
16 struction by STATE, said Storm Drain right of way.

17 4. At no cost to DISTRICT, to construct Storm Drain
18 in accordance with plans and specifications approved by
19 DISTRICT.

20 5. To convey in fee to DISTRICT by Director's Deed
21 right of way required for said Storm Drain, as shown outlined
22 in green on Exhibit "A". The conveyance of saidlands shall be
23 made subject to all encumbrances of record reserving unto STATE
24 access rights to or from the freeway. This conveyance shall be
25 made at no expense to DISTRICT after acceptance of freeway con-
26 struction by STATE.

27 6. To arrange to have easement conveyed to DISTRICT
28 for maintenance of a flood control channel in the area shaded in
29 orange on Exhibit "A", which area is required for use by both
30 Metropolitan Water District and DISTRICT. This easement shall

1 continuing rights of STATE. This easement conveyance shall be
2 limited to the right for DISTRICT to maintain a flood control
3 channel with entry to the surface of the freeway specifically
4 prohibited. Entry by DISTRICT to the channel shall be made
5 from a point outside of the freeway right of way.

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7 SECTION III

8 IT IS MUTUALLY UNDERSTOOD AND AGREED:

9 1. The obligations of both parties under this Agree-
10 ment are contingent upon the budgeting of the necessary funds
11 for the project by the STATE.

12 2. That neither STATE nor any officer or employee
13 thereof is responsible for any damage or liability occurring
14 by reason of anything done or omitted to be done by DISTRICT
15 under or in connection with any work, authority or jurisdiction
16 delegated to DISTRICT under this Agreement. It is also under-
17 stood and agreed that, pursuant to Government Code Section 895.4,
18 DISTRICT shall fully indemnify and hold STATE harmless from any
19 damage or liability occurring by reason of anything done or
20 omitted to be done by DISTRICT under or in connection with any
21 work, authority or jurisdiction delegated to DISTRICT under this
22 Agreement.

23 3. That neither DISTRICT nor any officer or employee
24 thereof, is responsible for any damage or liability occurring by
25 reason of anything done or omitted to be done by STATE under or
26 in connection with any work, authority or jurisdiction not del-
27 egated to DISTRICT under this Agreement. It is also understood
28 and agreed that, pursuant to Government Code Section 895.4,
29 STATE shall fully indemnify and hold DISTRICT harmless from any
30 damage or liability occurring by reason of anything done or

1 authority or jurisdiction not delegated to DISTRICT under this
2 Agreement.

3 4. That DISTRICT will hold STATE and its officers,
4 agents and employees harmless for any and all claims for damages
5 alleged to have resulted from alterations in the previously ex-
6 isting drainage pattern due to the construction of the facilities
7 referred to in this Agreement other than damages alleged to have
8 resulted from work performed by or on behalf of the STATE within
9 rights of way acquired by STATE.

10 5. That during construction of said Freeway project,
11 the STATE will furnish a Resident Engineer to perform the usual
12 functions of a Resident Engineer. The DISTRICT may also furnish
13 a Resident Engineer for like purpose and function. Said Resi-
14 dent Engineers shall cooperate and consult with each other, but
15 the orders of STATE'S Resident Engineer shall prevail over those
16 of DISTRICT'S Resident Engineer.

17 IN WITNESS WHEREOF, the parties hereto have caused
18 this Agreement to be executed by their respective officers, duly
19 authorized by DISTRICT this 23rd day of January, 1968,
20 and by STATE this 28th day of February, 1968.
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1 ATTEST:

ORANGE COUNTY FLOOD CONTROL DISTRICT

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3 W. E. ST JOHN
County Clerk
4 Clerk of the Board of
Supervisors

BY

E. M. Featherly
Chairman, Board of Supervisors

5 *Malcolm L. Baster*
DEPUTY

6 Approved as to Form & Procedure

7
8 *James J. ...*
9 Attorney for the District

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11
12
13 STATE OF CALIFORNIA
Transportation Agency
14 Department of Public Works
Division of Highways

15 *Robert A. Legarra*
16 J. A. LEGARRA
State Highway Engineer

17 BY

18 *Sam Helmer*
19 Deputy State Highway Engineer
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