

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



719B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
August 28, 2012

SUBJECT: Mira Loma-Beach Street Storm Drain, Stage 1
Project No. 1-0-00137
Cooperative Agreement
Second District/Second District

RECOMMENDED MOTION:

Approve the Cooperative Agreement between the District and the City of Jurupa Valley; and 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 Mira Loma-Beach Street Storm Drain is to be constructed by the District within the city of Jurupa Valley.

The District is funding all construction and construction inspection costs. Upon completion of project construction, the District will assume ownership, operation and maintenance of the mainline storm drain.

Future operation and maintenance costs will accrue to the District.

Continued on Page 2

Warren D. Williams

KEC:blj

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:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*
Alex Gann

County Executive Office Signature

(Empty space for County Executive Office Signature)

Prev. Agn. Ref.:

District: 2nd / 2nd Agenda Number:

11.2

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORWARDED TO COUNTY COUNSEL BY: *Alex Gann* DATE: *8/28/12*
 DEPT. RECOMM.: PER EXEC. OFF.:

Departmental Concurrence

Consent
 Policy
 Consent
 Policy

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

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

SUBJECT: Mira Loma-Beach Street Storm Drain, Stage 1
Project No. 1-0-00137
Cooperative Agreement

SUBMITTAL DATE: August 28, 2012

Page 2

BACKGROUND:

The City is granting the District the necessary rights to construct, operate and maintain the project within road right of way and, upon completion of project construction, will assume ownership, operation and maintenance of the project's associated catch basins, laterals and connector pipes.

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

KEC:blj
P8/141927

COOPERATIVE AGREEMENT
(Mira Loma-Beach Street Storm Drain, Stage 1)
(Project No. 1-0-00137-01)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and the CITY OF JURUPA VALLEY, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. DISTRICT has planned and budgeted for the construction of Mira Loma-Beach Street Storm Drain, Stage 1 hereinafter called "STORM DRAIN", as shown in concept in red on Exhibit "A", attached hereto and made a part hereof. STORM DRAIN consists of approximately 4,163 lineal feet of underground storm drain system and a certain outlet structure located within the City of Jurupa Valley; and

B. Associated with the construction of STORM DRAIN are various catch basins, inlets, laterals and connector pipes located within CITY rights of way, hereinafter altogether called "APPURTENANCES". STORM DRAIN and APPURTENANCES are hereinafter altogether called "PROJECT"; and

C. CITY will benefit from the construction of PROJECT through reduced maintenance of its streets and improved traffic safety; and

D. DISTRICT is willing to (i) prepare or cause to be prepared plans and specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS", (ii) provide CITY with an opportunity to review and approve IMPROVEMENT PLANS for compliance with applicable CITY standards prior to DISTRICT'S final approval thereof and advertising for bids, (iii) fund all costs for the design, construction and contract administration of PROJECT, (iv) obtain all rights of entry and rights of way necessary for the construction, inspection, operation and maintenance of PROJECT, (v) advertise, award and administer a public works contract for the construction of PROJECT, (vi) relocate all utilities which must be relocated and which

1 cannot be ordered relocated by CITY at the utility company's expense, (vii) provide all
2 construction surveys, materials testing and construction inspection necessary for construction of
3 PROJECT, and (viii) upon completion of PROJECT construction, assume ownership and sole
4 responsibility for the operation and maintenance of STORM DRAIN.

5 E. CITY is willing to (i) review and approve IMPROVEMENT PLANS for
6 compliance with applicable CITY standards prior to project construction, (ii) order the
7 relocation of all utilities installed by permit or franchise within CITY rights of way which
8 conflict with the construction of PROJECT and which must be relocated at the utility company's
9 expense, (iii) grant DISTRICT the necessary rights to construct, operate and maintain STORM
10 DRAIN within CITY rights of way, and (iv) upon completion of the construction of PROJECT,
11 assume ownership and sole responsibility for the operation and maintenance of all
12 APPURTENANCES; and
13

14 F. It is in the public interest to proceed with the construction of PROJECT at the
15 earliest possible date.
16

17 NOW, THEREFORE, the parties hereto mutually agree as follows:

18 SECTION I

19 DISTRICT shall:

20 1. Pursuant to the California Environmental Quality Act (CEQA), assume lead
21 agency role and responsibility for the preparation, circulation and adoption of all appropriate
22 CEQA documents pertaining to the construction, operation and maintenance of PROJECT.
23

24 2. Prepare or cause to be prepared IMPROVEMENT PLANS, as shown on
25 District Drawing No. 1-692, in accordance with DISTRICT and CITY standards.

26 3. Provide CITY the opportunity to review and approve IMPROVEMENT
27 PLANS for compliance with applicable CITY standards prior to DISTRICT advertising
28 PROJECT for construction.

1 4. Obtain at its sole cost and expense, all necessary permits, approvals or
2 agreements as may be required by any Federal, State or local resource or regulatory agencies
3 pertaining to the construction, operation and maintenance of PROJECT. Such documents may
4 include, but are not limited to, a Section 404 permit issued by the U.S. Army Corps of
5 Engineers, a Section 401 Water Quality Certification issued by the California Regional Water
6 Quality Control Board (CRWQCB), a Section 1602 Streambed Alteration Agreement issued by
7 the California Department of Fish and Game and the National Pollutant Discharge Elimination
8 System General Permit for Stormwater Discharges Associated with Construction Activity issued
9 by the State Water Resources Control Board or CRWQCB.
10

11 5. Secure, at its sole cost and expense, all necessary licenses, permits, rights of
12 entry, rights of way and easements as may be needed for the construction, operation and
13 maintenance of PROJECT.

14 6. Relocate, at its sole cost and expense, all utilities that are in conflict with
15 PROJECT and which cannot be ordered relocation by CITY at the utility company's expense.
16

17 7. Advertise, award and administer a public works project construction contract.

18 8. Provide CITY with written notice that DISTRICT has awarded a construction
19 contract for PROJECT.

20 9. Notify CITY in writing at least twenty (20) days prior to the start of
21 construction of PROJECT.
22

23 10. Furnish CITY, at the time of providing written notice to CITY of the start of
24 construction as set forth in Section I.9., a construction schedule which shall allow the order and
25 dates in which DISTRICT or DISTRICT'S contractor proposes to carry on the various parts of
26 work, including estimated start and completion dates.
27
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1 11. Construct or cause to be constructed, PROJECT pursuant to a DISTRICT
2 administered public works contract, in accordance with IMPROVEMENT PLANS approved by
3 DISTRICT and CITY, and pay all costs associated therewith.

4 12. Grant CITY, by execution of this Agreement, the right to enter upon
5 DISTRICT controlled property where necessary and convenient for the purpose of gaining
6 access to, and performing quality control inspection service for, the construction of PROJECT
7 as set forth herein.

8 13. Require its PROJECT construction contractor(s), following DISTRICT'S
9 award of a PROJECT construction contract, to procure and maintain comprehensive liability
10 insurance which shall protect DISTRICT, the County of Riverside and CITY from claims for
11 damages for personal injury, including accidental or wrongful death, as well as from claims for
12 property damage, which may arise from DISTRICT'S construction of PROJECT or the
13 performance of its obligations hereunder, whether such construction or performance be by
14 DISTRICT, the aforementioned construction contractor(s), or any subcontractors to said
15 construction contractor(s), or by anyone employed directly or indirectly by said construction
16 contractor(s) or subcontractors. Such insurance shall provide for coverage limits of not less than
17 two million dollars (\$2,000,000) per occurrence and shall name DISTRICT, the County of
18 Riverside and CITY as additional insureds with respect to this Agreement and the obligations of
19 DISTRICT hereunder. Said insurance coverage shall be provided by an insurance company
20 licensed to transact insurance business in the State of California, having an A.M. Best rating of
21 A:VIII (A:8) or better, and shall be evidenced by a certificate (or certificates) of insurance
22 indicating that the insurance is in full force and effect and that DISTRICT, the County of
23 Riverside and CITY are named as additional insureds. Said certificate(s) of insurance shall
24 contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be
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26
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1 provided to DISTRICT and CITY prior to any modification, cancellation, or reduction in
2 coverage of said insurance.

3 14. Accept ownership and sole responsibility for the operation and maintenance
4 of PROJECT until such time as CITY accepts ownership and responsibility for operation and
5 maintenance of APPURTENANCES.

6
7 15. Within two (2) weeks of completing PROJECT construction, provide CITY
8 with written notice that PROJECT construction is substantially complete and requesting that
9 CITY conduct a final inspection of PROJECT.

10 16. Upon completion of PROJECT construction and CITY'S acceptance of
11 APPURTENANCES for ownership, operation and maintenance, provide CITY with a
12 reproducible copy of "RECORD DRAWING" plans for PROJECT.

13 SECTION II

14 CITY shall:

15 1. [THIS SECTION INTENTIONALLY LEFT BLANK]

16 2. Review and approve IMPROVEMENT PLANS for compliance with
17 applicable CITY standards prior to DISTRICT'S advertising PROJECT for construction bids.
18

19 3. Prior to commencement of PROJECT construction, accept the dedication of
20 street right-of-way for 54th Street between Rutile Street and Beach Street as shown in concept
21 and cross-hatched in red on EXHIBIT "B", attached hereto and made a part of, and grant
22 DISTRICT all rights necessary to construct PROJECT and to operate and maintain STORM
23 DRAIN.
24

25 4. Grant DISTRICT, by execution of this Agreement, all rights necessary to
26 construct PROJECT, and to inspect, operate and maintain STORM DRAIN within CITY rights
27 of way.
28

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

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

20 4. Any notices sent or required to be sent to either party shall be mailed to the
 21 following addresses:

22
 23
 24
 25 RIVERSIDE COUNTY FLOOD CONTROL
 26 AND WATER CONSERVATION DISTRICT
 27 1995 Market Street
 28 Riverside, CA 92501-1719

CITY OF JURUPA VALLEY
 8304 Limonite Avenue, Suite M
 Jurupa Valley, CA 92509
 Attn: Roy Stephenson, City Engineer

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

4 6. This Agreement is to be construed in accordance with the laws of the State of
5 California.

6 7. This Agreement is the result of negotiations between the parties hereto and
7 with the advice and assistance of their respective counsel. No provision contained herein shall
8 be construed against DISTRICT solely because, as a matter of convenience, it prepared this
9 Agreement in its final form.

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

16 9. This Agreement is intended by the parties hereto as their final expression
17 with respect to the matters herein, and is a complete and exclusive statement of the terms and
18 conditions thereof. This Agreement shall not be changed or modified except by the written
19 consent of both parties hereto.

20 //

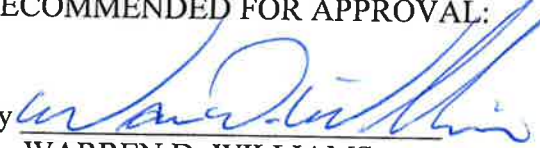
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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
General Manager-Chief Engineer

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

8 APPROVED AS TO FORM:

ATTEST:

9
10 PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

11
12 By 
13 NEAL KIPNIS
Deputy County Counsel

By _____
Deputy

14 (SEAL)

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21 Cooperative Agreement:
22 Mira Loma-Beach Street
03/19/12
23 KEC:blj:bjp
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RECOMMENDED FOR APPROVAL: CITY OF JURUPA VALLEY

By 
ROY STEPHENSON, P.E.
City Engineer

By 
STEPHEN HARDING
City Manager

APPROVED AS TO FORM:

ATTEST:

By 
PETER M. THORSON
City Attorney

By 
VICTORIA WASKO
City Clerk

(SEAL)

Cooperative Agreement:
Mira Loma-Beach Street
3/19/12
KEC:blj:bjp

Exhibit A

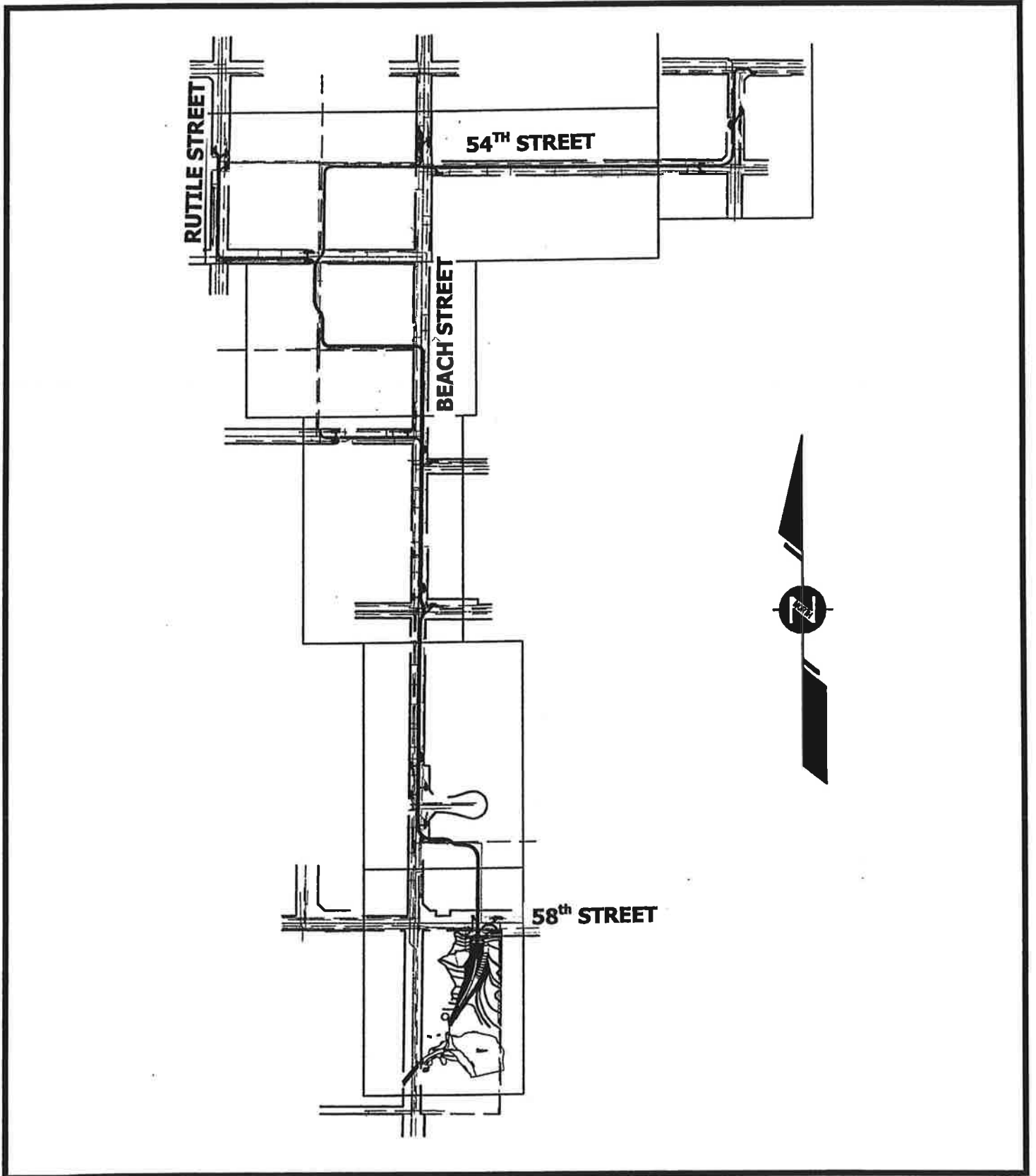


Exhibit A

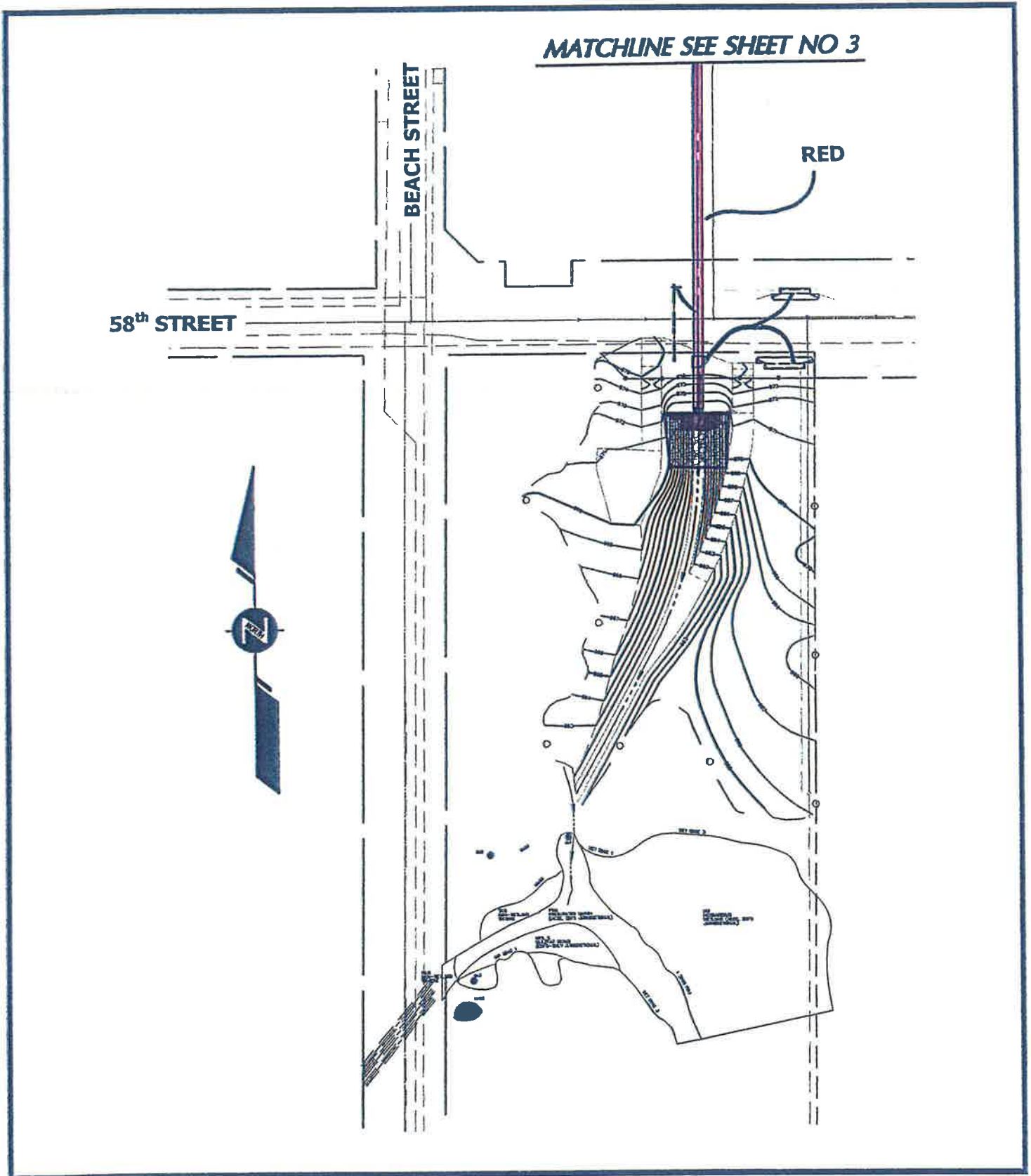
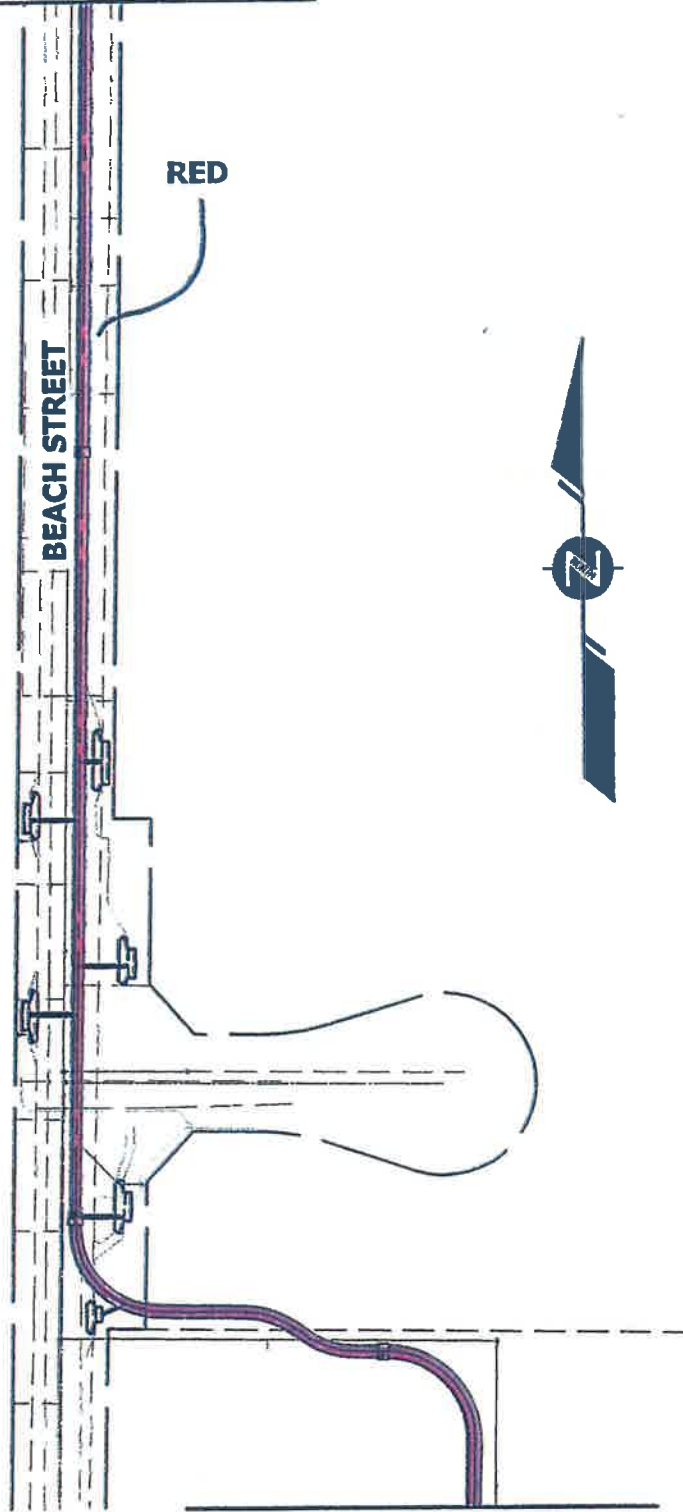


Exhibit A

MATCHLINE SEE SHEET NO. 4



MATCHLINE SEE SHEET NO. 2

Exhibit A

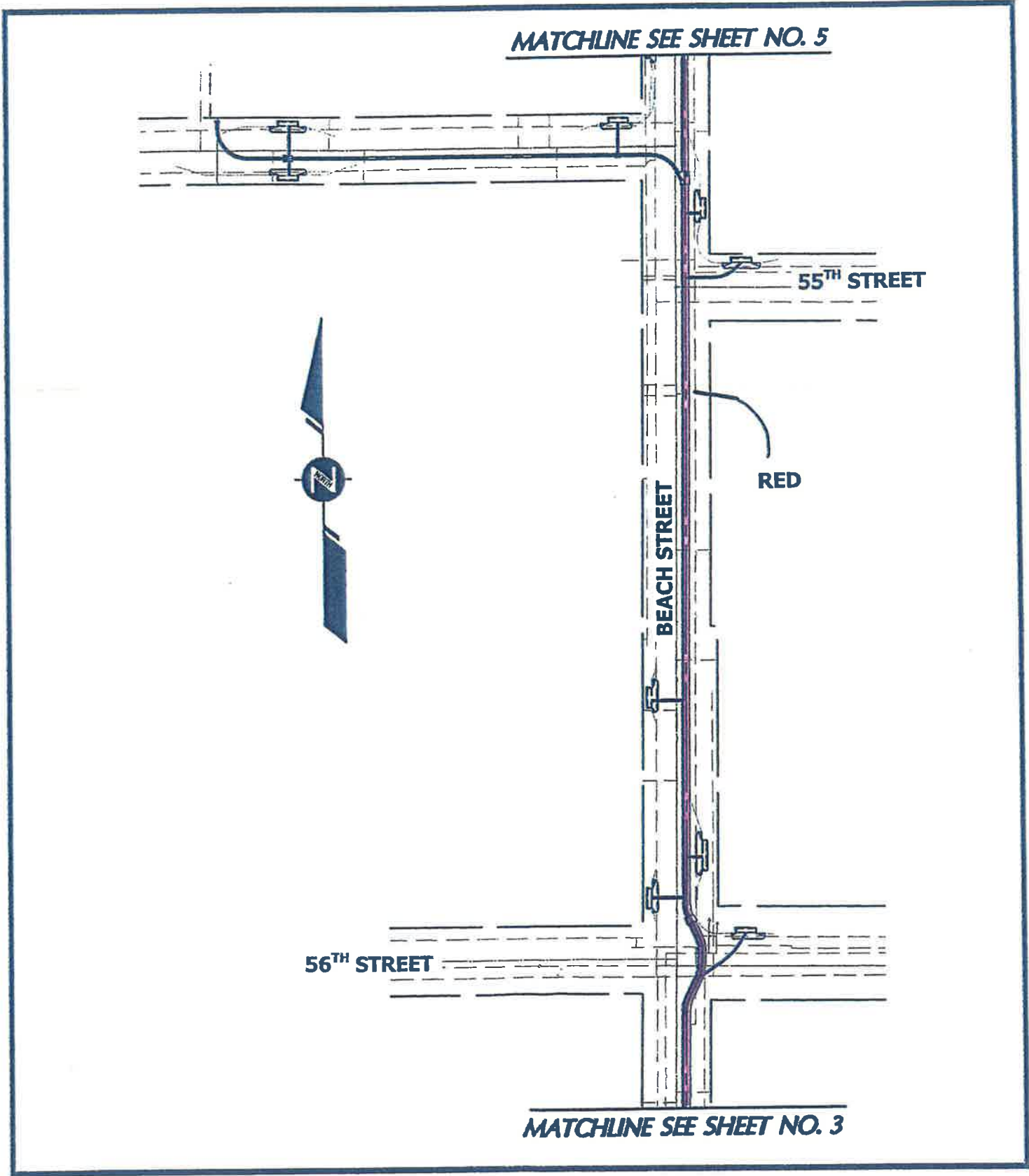


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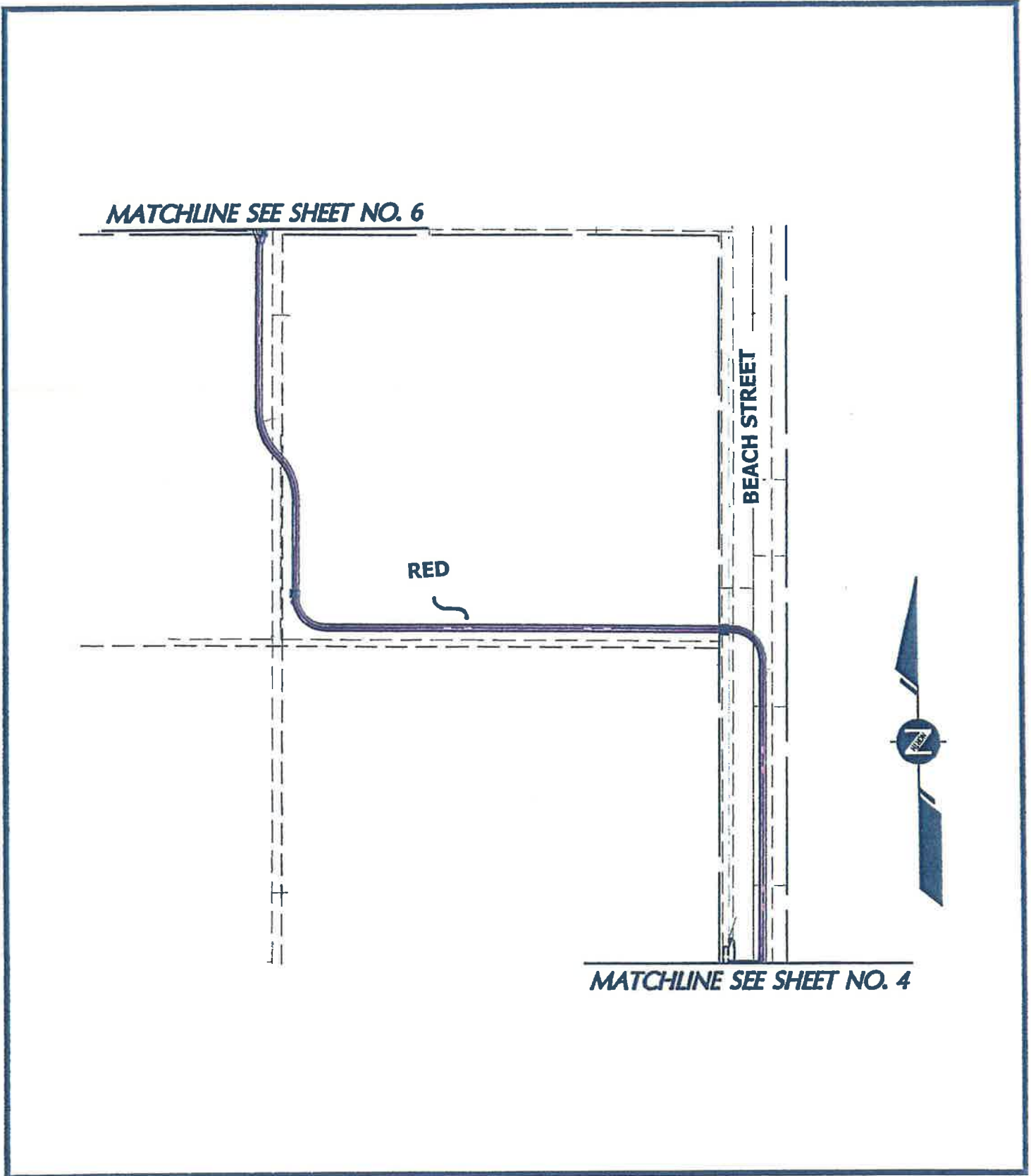


Exhibit A

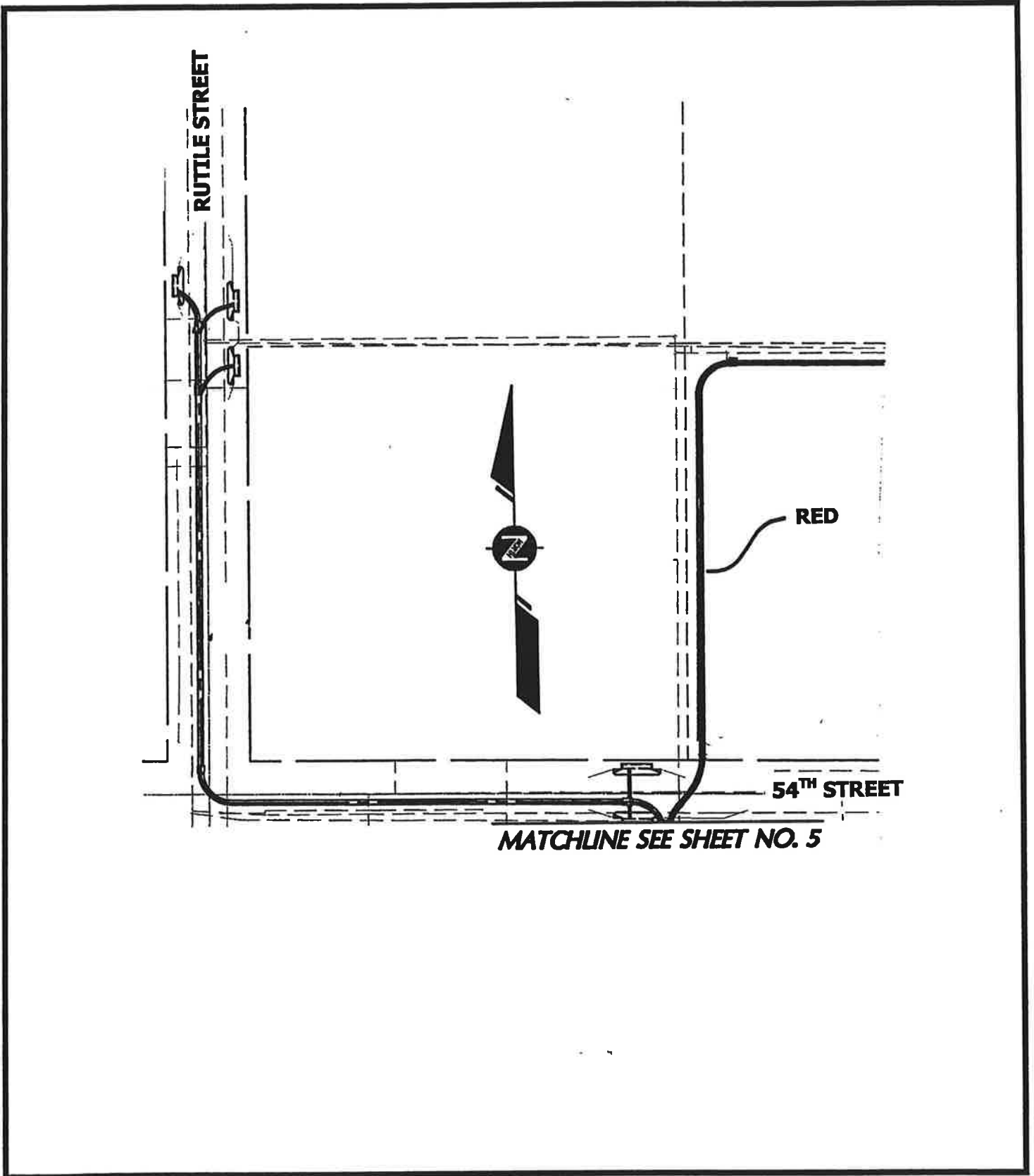


Exhibit B

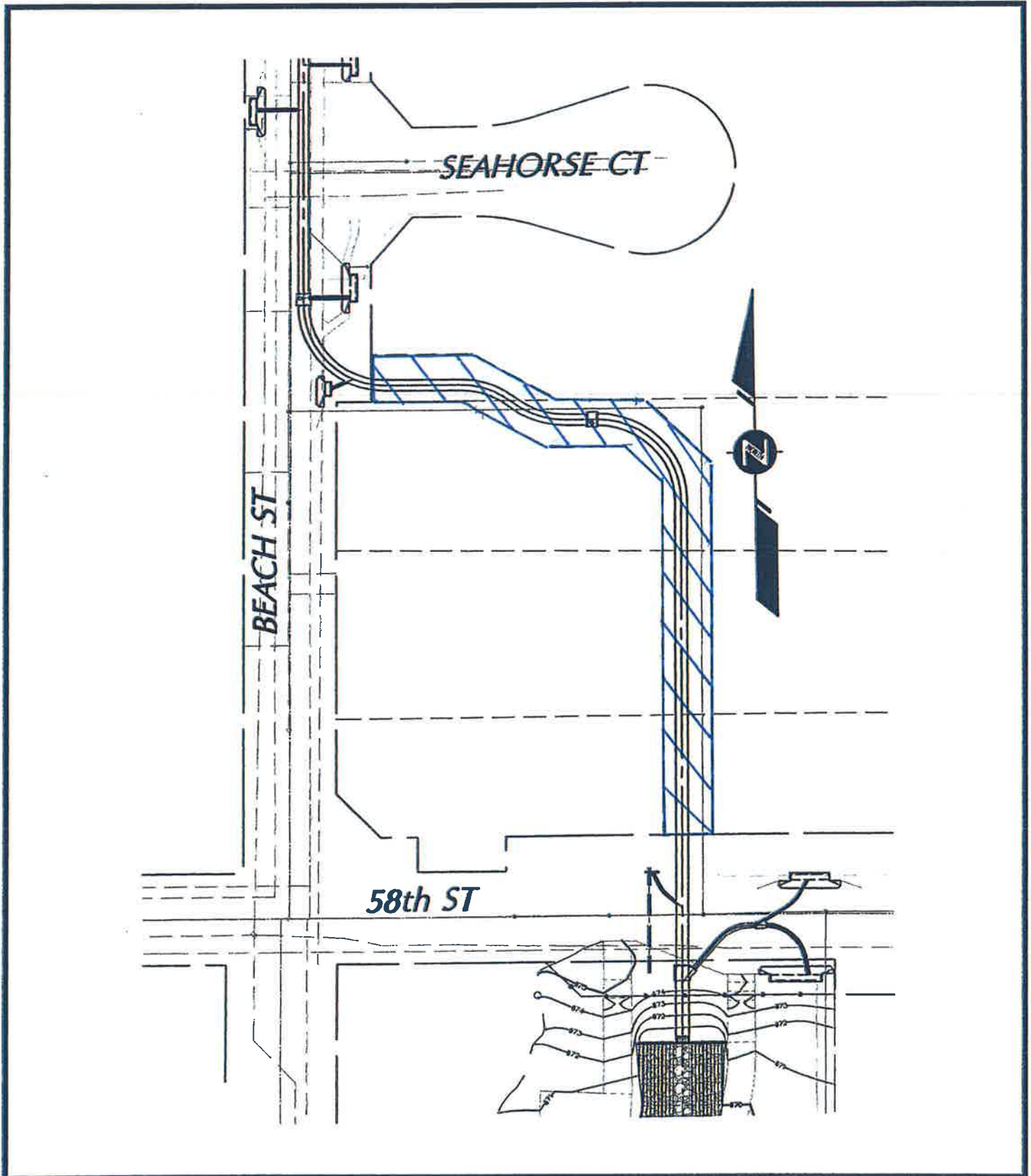


Exhibit B

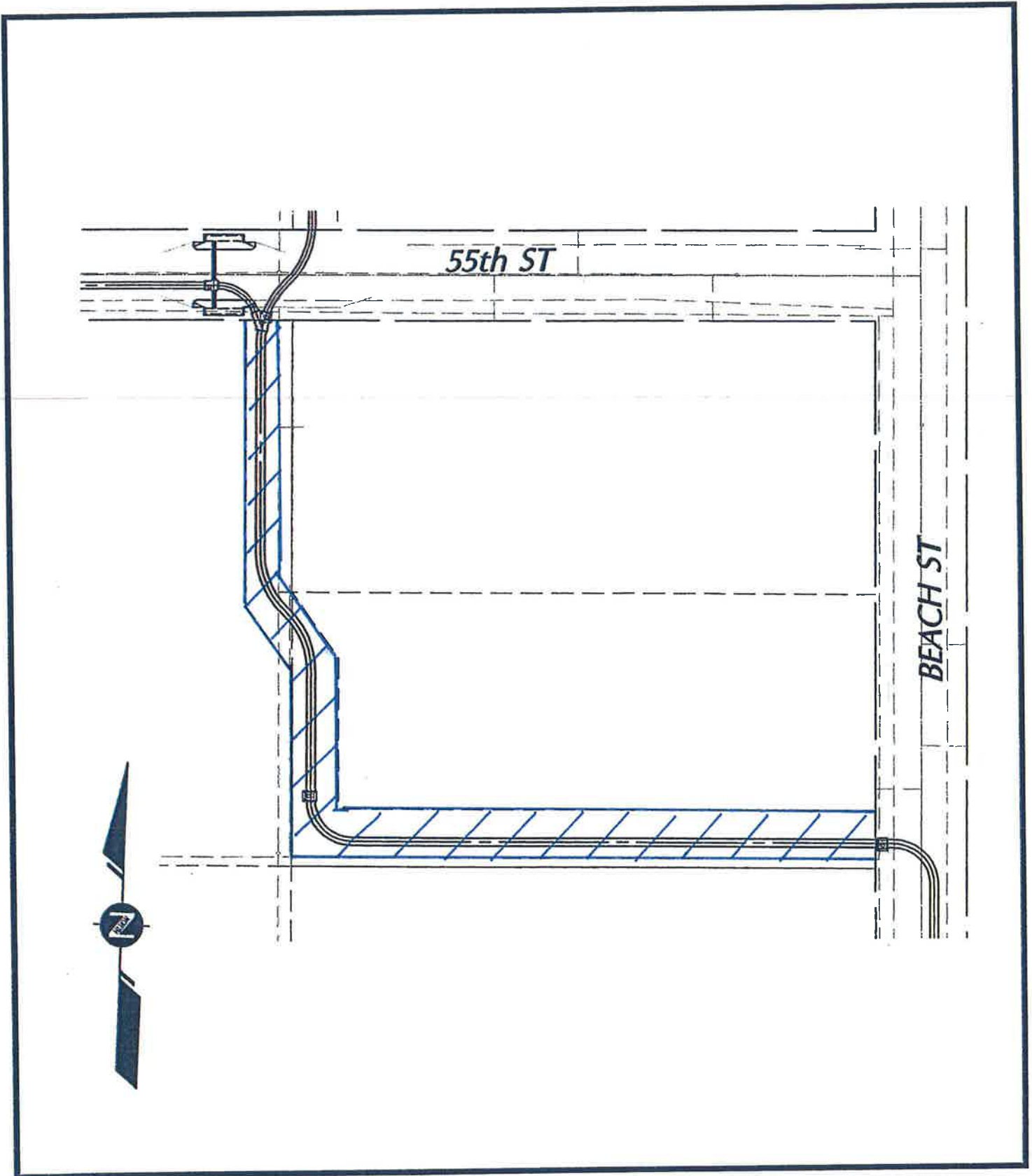


Exhibit B

