

Departmental Concurrence

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

117A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
March 26, 2013

SUBJECT: Reimbursement agreement with the Riverside County Flood Control and Water Conservation District and the City of Jurupa Valley for the construction of catch basins and connector pipes along Agua Mansa Road north of Market Street in the City of Jurupa Valley.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the reimbursement agreement (Agreement) between the County of Riverside by and through its Transportation Department (County), the Riverside County Flood Control and Water Conservation District (District), and the City of Jurupa Valley (City).

Juan C. Perez
Director of Transportation and Land Management

JCP:pr:cmw
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 68,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2013/2014
SOURCE OF FUNDS: Riverside County Flood Control and Water Conservation District (100%); No General Funds are used on 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

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

Prev. Agn. Ref.

District: 2/2

Agenda Number:

3-62

The Honorable Board of Supervisors

RE: Cooperative agreement with the Riverside County Flood Control and Water Conservation District and the City of Jurupa Valley for the construction of catch basins and connector pipes along Agua Mansa Road north of Market Street in the City of Jurupa Valley

March 26, 2013

Page 2 of 2

2. Consent to the payment as identified in the Agreement by and between the County and the District for the construction of catch basins and connector pipes along Agua Mansa Road north of Market Street.
3. Authorize the Chairman to execute the Agreement documents on behalf of the County.

BACKGROUND:

The agreement sets forth the terms and conditions by which the Riverside County Flood Control and Water Conservation District (District) will reimburse the County of Riverside (County) for the construction of certain catch basins and connector pipes located within Agua Mansa Road right-of-way, in the City of Jurupa Valley, as part of the Transportation Department's proposed project to replace the existing all-way stop-controlled intersection with a traffic signal at Agua Mansa Road and Market Street.

Upon completion of construction, the City will accept the catch basins and connector pipes for ownership, operation and maintenance.

County Counsel has approved the Agreement as to legal form. A companion item appears on the District's agenda this same date.

Project No: B6-0459

REIMBURSEMENT AGREEMENT
BELLTOWN MARKET STREET STORM DRAIN, STAGE 1
PROJECT 1-0-00148

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 JURUPA VALLEY, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. COUNTY has budgeted for and plans to design and construct Market Street/Agua Mansa Road improvements, hereinafter called "COUNTY PROJECT"; and

B. DISTRICT has budgeted for the construction of the Belltown Market Street Storm Drain, Stage 1 project, hereinafter called "STAGE 1". In order to reduce traffic impact associated with STAGE 1 construction, DISTRICT desires COUNTY to incorporate the construction of four (4) catch basins and connector pipes located within Agua Mansa Road as part of COUNTY PROJECT, hereinafter called "STAGE 1 APPURTENANCES", as shown in concept in red on Exhibit 'A' attached hereto and made a part hereof; and

C. It is the intent of DISTRICT and COUNTY to enter into two separate agreements for the funding, construction, ownership, operation and maintenance of STAGE 1 and STAGE 1 APPURTENANCES, respectively. On May 5, 2009, DISTRICT and COUNTY entered into a cooperative agreement, hereinafter called "PREVIOUS AGREEMENT", pertaining to the construction, inspection, ownership, operation and maintenance of STAGE 1. Construction of STAGE 1 was completed on or about March 1, 2011 under the terms of PREVIOUS AGREEMENT. Consequently,

1 DISTRICT and COUNTY have accepted ownership and responsibility for the operation
2 and maintenance of their respective portions of STAGE 1; and

3 D. CITY was officially incorporated on July 1, 2011; and

4 E. DISTRICT has caused the necessary STAGE 1 APPURTENANCES plans and
5 specifications to be prepared; and

6 F. DISTRICT and CITY desire COUNTY to include the construction of STAGE 1
7 APPURTENANCES as part of COUNTY's public works construction contract for
8 COUNTY PROJECT; and

9 G. DISTRICT and COUNTY desire CITY to accept ownership and responsibility
10 for the operation and maintenance of STAGE 1 APPURTENANCES upon construction
11 completion; and

12 H. DISTRICT is willing to reimburse COUNTY for the actual construction costs of
13 STAGE 1 APPURTENANCES, in an amount not to exceed sixty-eight thousand dollars
14 (\$68,000), hereinafter called "REIMBURSEMENT"; and

15 I. The purpose of this Agreement is to memorialize the mutual understandings by
16 and between DISTRICT, COUNTY, and CITY with respect to the funding,
17 construction, ownership, and operation and maintenance of STAGE 1
18 APPURTENANCES.

19 NOW, THEREFORE, the parties hereby mutually agree as follows:

20 SECTION I

21 COUNTY shall:

22 1. Construct STAGE 1 APPURTENANCES as part of a COUNTY administered
23 public works construction contract for COUNTY PROJECT.
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1 2. Supervise and inspect all aspects of construction for STAGE 1
2 APPURTENANCES.

3 3. Upon acceptance by CITY of STAGE 1 APPURTENANCES for ownership and
4 responsibility for operation and maintenance, provide CITY with a reproducible
5 duplicate set of record drawings of STAGE 1 APPURTENANCES plans.

6 4. Upon CITY's acceptance of STAGE 1 APPURTENANCES for ownership and
7 responsibility for operation and maintenance, submit an invoice to DISTRICT for the
8 actual construction costs associated with STAGE 1 APPURTENANCES based on a
9 lump sum not to exceed sixty-eight thousand dollars (\$68,000).

11 SECTION II

12 CITY shall:

13 1. Grant COUNTY, by execution of this Agreement, all rights necessary to
14 construct STAGE 1 APPURTENANCES within CITY rights of way.

15 2. Upon COUNTY acceptance of STAGE 1 APPURTENANCES construction as
16 being complete, accept sole responsibility for the ownership, operation and maintenance
17 of STAGE 1 APPURTENANCES.

19 SECTION III

20 DISTRICT shall:

21 1. Pay COUNTY within thirty (30) days after the receipt of appropriate invoice as
22 set forth in Section I.4.

23 2. Assume no responsibility, obligation, or liability whatsoever for the
24 construction, ownership, operation and maintenance of STAGE 1 APPURTENANCES.

26 SECTION IV

27 It is further mutually agreed:
28

1 1. DISTRICT'S REIMBURSEMENT shall be used by COUNTY solely for the
2 purpose of constructing STAGE 1 APPURTENANCES as set forth herein. The amount
3 of REIMBURSEMENT shall not exceed a total sum of sixty-eight thousand dollars
4 (\$68,000).

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

18 3. DISTRICT shall indemnify, defend, save and hold harmless COUNTY
19 (including its officers, Board of Supervisors, elected and appointed officials, employees,
20 agents, representatives, independent contractors, and subcontractors) and CITY
21 (including its officers, elected and appointed officials, employees, agents,
22 representatives, independent contractors, and subcontractors) from any liabilities, claim,
23 damage, proceeding or action, present or future, based upon, arising out of or in any
24 way relating to DISTRICT (including its officers, Board of Supervisors, elected and
25 subcontractors) from any liabilities, claim,
26 damage, proceeding or action, present or future, based upon, arising out of or in any
27 way relating to DISTRICT (including its officers, Board of Supervisors, elected and
28 subcontractors) from any liabilities, claim,

1 appointed officials, employees, agents, representatives, independent contractors, and
2 subcontractors) actual or alleged acts or omissions related to this Agreement,
3 performance under this Agreement, or failure to comply with the requirements of this
4 Agreement, including but not limited to: (a) property damage; (b) bodily injury or
5 death; (c) payment of attorney's fees; or (d) any other element of any kind or nature
6 whatsoever.

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8 4. CITY shall indemnify, defend, save and hold harmless COUNTY and
9 DISTRICT (including their respective officers, districts, special districts and
10 departments, their respective directors, officers, Board of Supervisors, elected and
11 appointed officials, employees, agents, representatives, independent contractors, and
12 subcontractors) from any liabilities, claim, damage, proceeding or action, present or
13 future, based upon, arising out of or in any way relating to CITY (including its officers,
14 elected and appointed officials, employees, agents, representatives, independent
15 contractors, and subcontractors) actual or alleged acts or omissions related to this
16 Agreement, performance under this Agreement, or failure to comply with the
17 requirements of this Agreement, including but not limited to: (a) property damage; (b)
18 bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any
19 kind or nature whatsoever.
20

21 5. Pursuant to Government Code Sections 895.4 and 895.6, if any party hereto is
22 held liable upon any judgment for damages caused by a negligent or wrongful act or
23 omission in connection with the performance of their respective duties and obligations
24 set forth in this Agreement and pays in excess of its pro rata share in satisfaction of such
25 judgment, such party shall be entitled to contribution from the other party to this
26 Agreement. The pro rata share of each party for purposes of this Section shall be
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1 determined according to the comparative fault of the respective party(ies), as between
2 them.

3 In the event of any arbitration, action or suit brought by a party hereto against
4 another party hereunder by reason of any breach on the part of the other party of any of
5 the mutual covenants and agreements set forth herein or any other dispute between the
6 parties concerning this Agreement, then, the prevailing party in any such action or
7 dispute, whether by final judgment or arbitration award, shall be entitled to have and
8 recover from the other party all costs and expenses of suit or claim, including but not
9 limited to, attorneys' fees and experts' fees. This Section shall survive any termination
10 of this Agreement.
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12 6. Any waiver by DISTRICT, COUNTY or CITY of any breach of any one or
13 more of the terms of this Agreement shall not be construed to be a waiver of any
14 subsequent or other breach of the same or of any other term hereof. Failure on the part
15 of DISTRICT, COUNTY or CITY to require exact, full and complete compliance with
16 any terms of this Agreement shall not be construed as in any manner changing the terms
17 hereof, or estopping DISTRICT, COUNTY or CITY from enforcement hereof.
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19 7. This Agreement is to be construed in accordance with the laws of the State of
20 California.
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22 8. Any and all notices sent or required to be sent to the parties of this Agreement
23 will be mailed by first class mail, postage prepaid, to the following addresses:

24 RIVERSIDE COUNTY FLOOD CONTROL
25 AND WATER CONSERVATION DISTRICT
26 1995 Market Street
27 Riverside, CA 92501
28 Attn: Design I Section

1 RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT
2 Post Office Box 1090
3 Riverside, CA 92502-1090
4 Attn: Cathy Wampler, Senior Civil Engineer

5 CITY OF JURUPA VALLEY
6 8304 Limonite Avenue, Suite M
7 Jurupa Valley, CA 92509
8 Attn: Roy Stephenson, Public Works Director/City Engineer

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

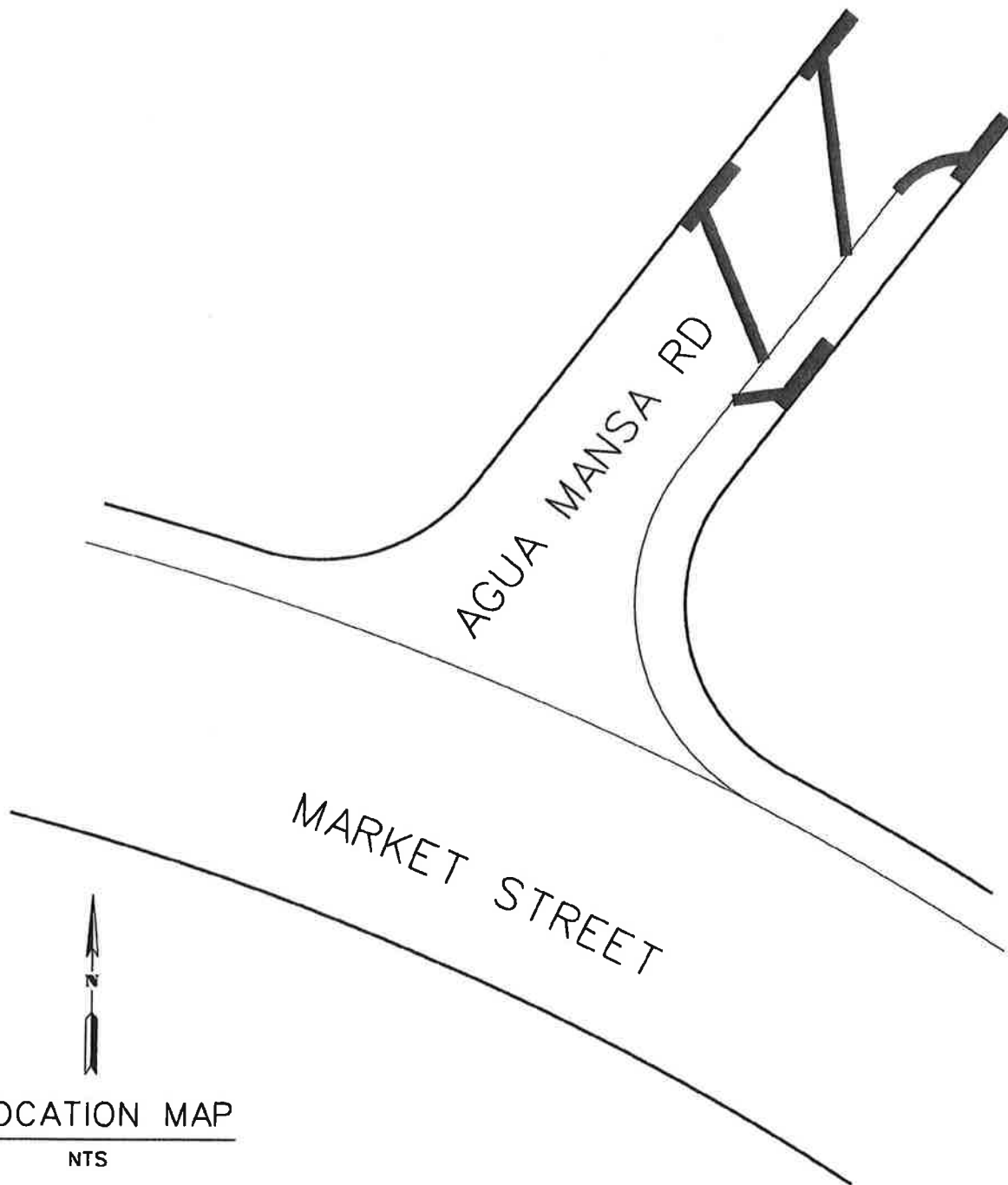
12 10. This Agreement is the result of negotiations between the parties hereto, and the
13 advice and assistance of their respective counsel. No provision contained herein shall
14 be construed against DISTRICT solely because, as a matter of convenience, it prepared
15 this Agreement in its final form.

16 11. This Agreement is intended by the parties hereto as a final expression of their
17 understanding with respect to the subject matter hereof and as a complete and exclusive
18 statement of the terms and conditions thereof. This Agreement may be changed or
19 modified only upon the written consent of the parties hereto.

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BELLTOWN MARKET STREET
STORM DRAIN STAGE 1
PROJECT NO. 1-0-00148



LOCATION MAP
NTS

— CATCH BASINS AND
CONNECTOR PIPES

EXHIBIT "A"

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement and
 2 shall be effective as of _____
 3 (to be filled in by the Clerk of the Board)

4 RECOMMENDED FOR APPROVAL:

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

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

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

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 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
 Deputy County Counsel

By: _____
 Deputy

(SEAL)

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 25 Belltown Market Street Reimbursement Agreement
 26 02/19/13
 27 TNK:blj
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RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By:

JUAN C. PEREZ
Director of Transportation

By:

JOHN J. BENOIT, Chairman
County of Riverside Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By:

Marsha L. Victor 4/3/13
MARSHA L. VICTOR
Principal Deputy County Counsel

By:

Deputy

(SEAL)

Belltown Market Street Reimbursement Agreement
02/19/13
TNK:blj

1 RECOMMENDED FOR APPROVAL:

CITY OF JURUPA VALLEY

2 By: _____

3 ROY STEPHENSON, P.E.
4 City Engineer

By: _____

STEPHEN HARDING
City Manager

5 APPROVED AS TO FORM:

ATTEST:

6 By: _____

7 PETER M. THORSON
8 City Attorney

By: _____

VICTORIA WASKO
City Clerk

(SEAL)

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26 Belltown Market Street Reimbursement Agreement
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