

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



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
August 28, 2012

719B

**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*  
\_\_\_\_\_  
**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

KEC:blj

<b>FINANCIAL DATA</b>	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

<b>SOURCE OF FUNDS:</b>	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**

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

On motion of Supervisor Tavaglione, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Benoit and Ashley  
Nays: None  
Absent: Stone  
Date: August 28, 2012  
xc: Flood

Kecia Harper-Ihem  
Clerk of the Board  
By: *Kecia Harper-Ihem*  
\_\_\_\_\_  
Deputy

Prev. Agn. Ref.:

District: 2nd / 2nd

Agenda Number:

**11.2**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

COPY AT COUNTY COUNSEL  
 BY: *Alex R. Kipnis*  
 DATE: *1/16/12*

Departmental Concurrence

- Policy
- Consent
- Policy
- Consent

Dept 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:bjj  
P8/141927

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

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

7 RECITALS

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

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

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

19 D. DISTRICT is willing to (i) prepare or cause to be prepared plans and  
20 specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS", (ii) provide CITY  
21 with an opportunity to review and approve IMPROVEMENT PLANS for compliance with  
22 applicable CITY standards prior to DISTRICT'S final approval thereof and advertising for bids,  
23 (iii) fund all costs for the design, construction and contract administration of PROJECT, (iv)  
24 obtain all rights of entry and rights of way necessary for the construction, inspection, operation  
25 and maintenance of PROJECT, (v) advertise, award and administer a public works contract for  
26 the construction of PROJECT, (vi) relocate all utilities which must be relocated and which  
27  
28

AUG 28 2012 11.2

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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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 54<sup>th</sup> 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 5. Issue, at no cost to DISTRICT or DISTRICT'S contractor, the necessary  
2 encroachment permit(s) required to construct PROJECT.

3 6. Order the relocation of all utilities installed by permit or franchise within  
4 CITY rights-of-way that are in conflict with PROJECT and which must be relocated at the  
5 utility company's expense.

6 7. Inspect PROJECT construction at its sole cost, but provide any comments to  
7 DISTRICT personnel who shall be solely responsible for all quality control communications  
8 with DISTRICT'S contractor(s) during the construction of PROJECT.

9 8. Upon receipt of DISTRICT'S written notice that PROJECT construction is  
10 substantially complete, conduct a final inspection of PROJECT.

11 9. Accept ownership and sole responsibility for the operation and maintenance  
12 of APPURTENANCES upon receipt of notice by DISTRICT that PROJECT construction is  
13 complete.  
14

15 10. Upon DISTRICT acceptance of PROJECT as being complete, accept sole  
16 responsibility for the adjustment of all PROJECT manhole rings and covers located within  
17 CITY rights-of-way which must be performed at such time(s) that the finished grade along and  
18 above the underground portions of PROJECT are improved, repaired, replaced or changed. It  
19 being further understood and agreed that any such adjustments shall be performed at no cost to  
20 DISTRICT.  
21

22 SECTION III

23 It is further mutually agreed:

24 1. All construction work involved with PROJECT shall be inspected by  
25 DISTRICT and shall not be deemed complete until approved and accepted as complete by  
26 DISTRICT.  
27  
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

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

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

11           8. Any waiver by DISTRICT or by CITY of any breach by the other of any one  
12 or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent  
13 or other breach of the same or of any other term thereof. Failure on the part of DISTRICT or  
14 CITY to require from the other exact, full and complete compliance with any terms of this  
15 Agreement shall not be construed as in any manner changing the terms hereof, or estopping  
16 DISTRICT or CITY from enforcement hereof.  
17

18           9. This Agreement is intended by the parties hereto as their final expression  
19 with respect to the matters herein, and is a complete and exclusive statement of the terms and  
20 conditions thereof. This Agreement shall not be changed or modified except by the written  
21 consent of both parties hereto.  
22

23 //  
24 //

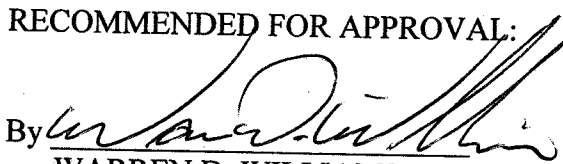
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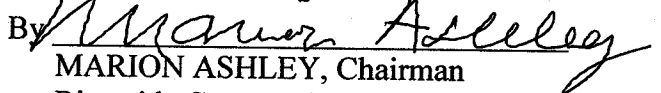
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on  
AUG 28 2012

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

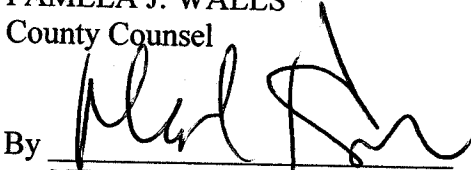
By   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

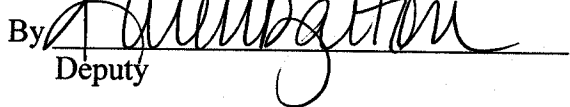
APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By   
NEAL KIPNIS  
Deputy County Counsel


By   
Deputy

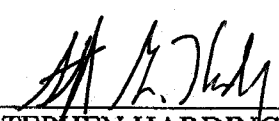
(SEAL)

Cooperative Agreement:  
Mira Loma-Beach Street  
03/19/12  
KEC:blj:bjp

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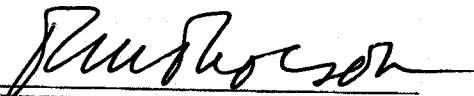
RECOMMENDED FOR APPROVAL: CITY OF JURUPA VALLEY

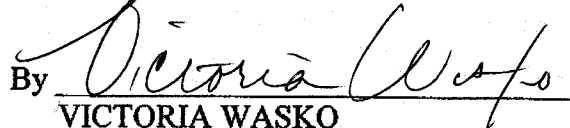
By   
ROY STEPHENSON, P.E.  
City Engineer

By   
STEPHEN HARDING  
City Manager

APPROVED AS TO FORM:

ATTEST:

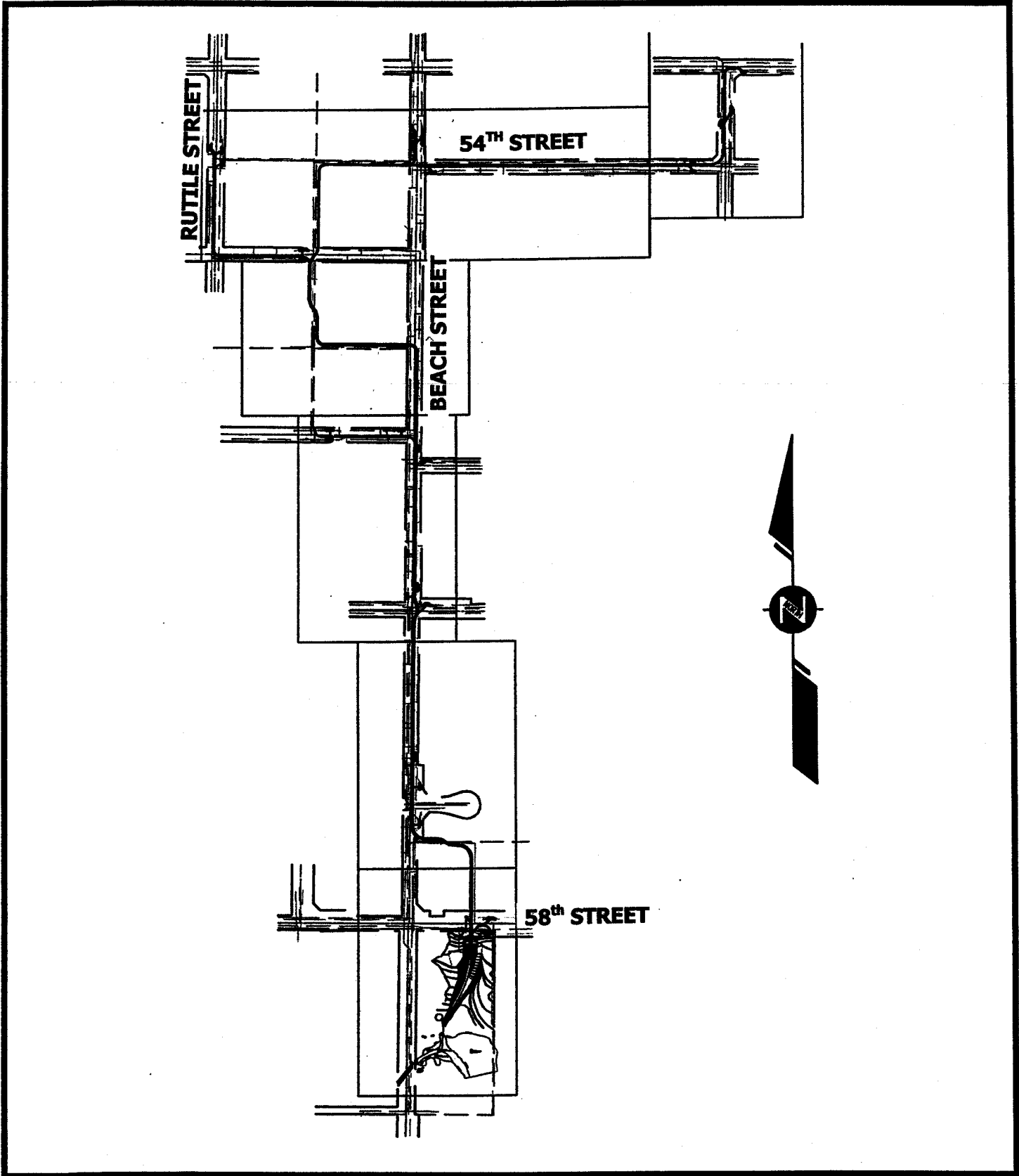
By   
PETER M. THORSON  
City Attorney

By   
VICTORIA WASKO  
City Clerk

(SEAL)

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

**Exhibit A**



# Exhibit A

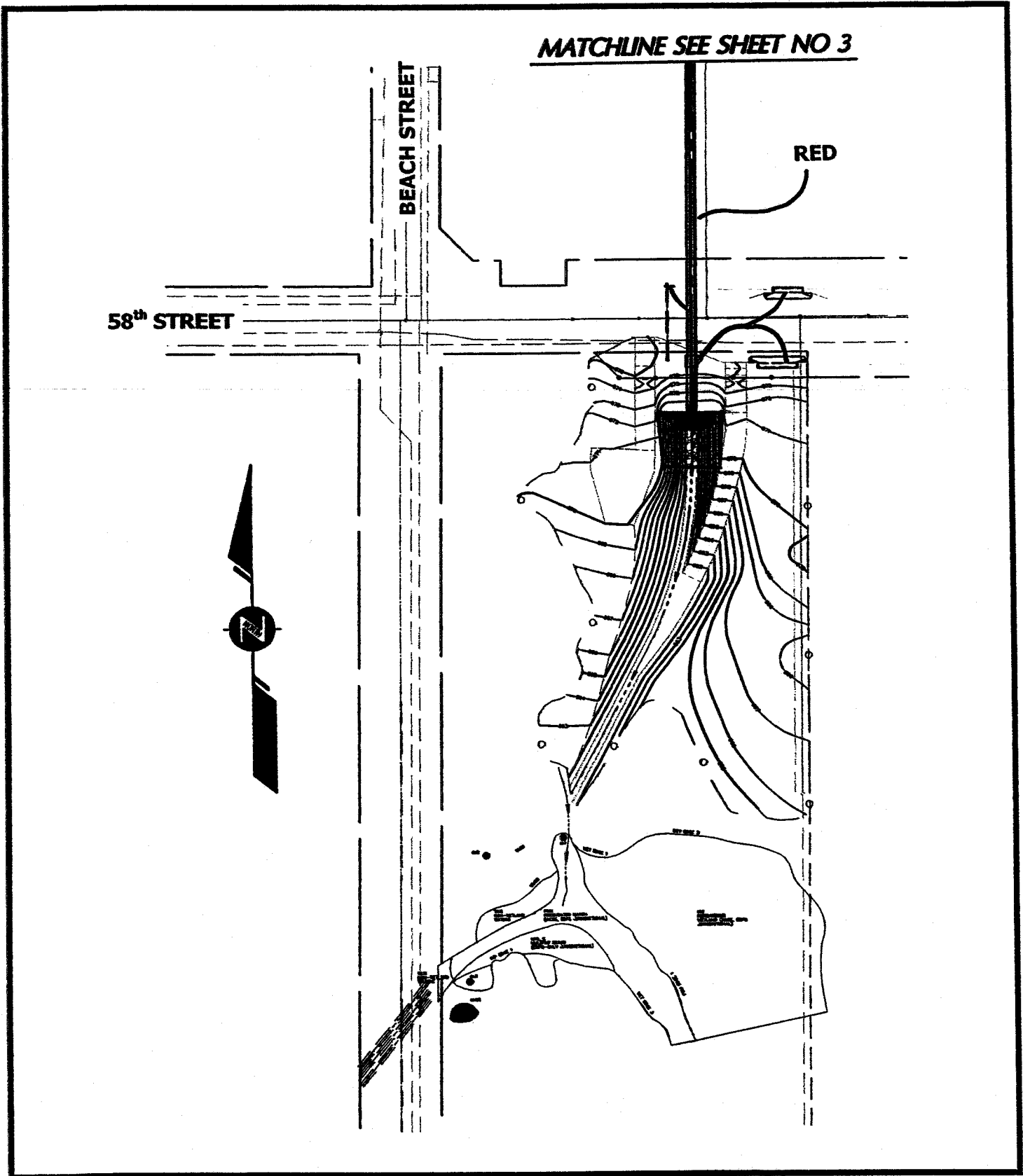
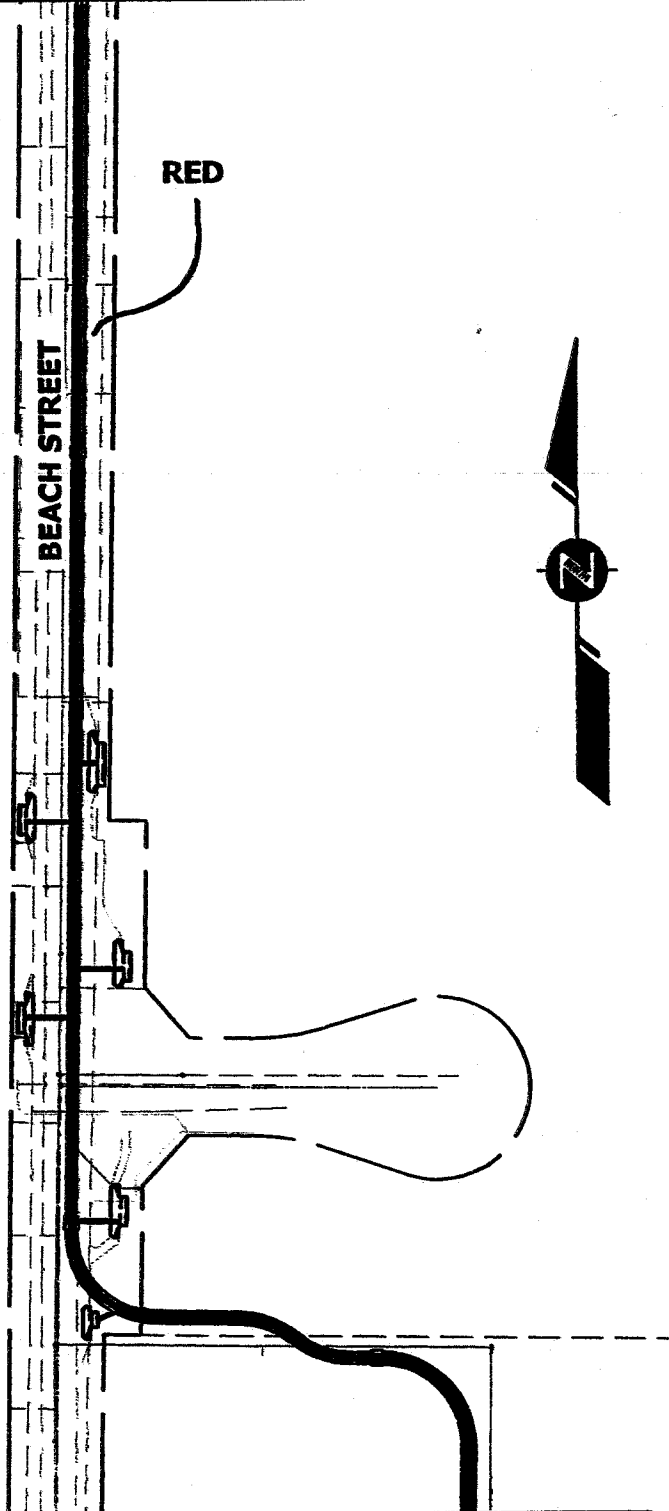


Exhibit A

***MATCHLINE SEE SHEET NO. 4***



***MATCHLINE SEE SHEET NO. 2***

**Exhibit A**

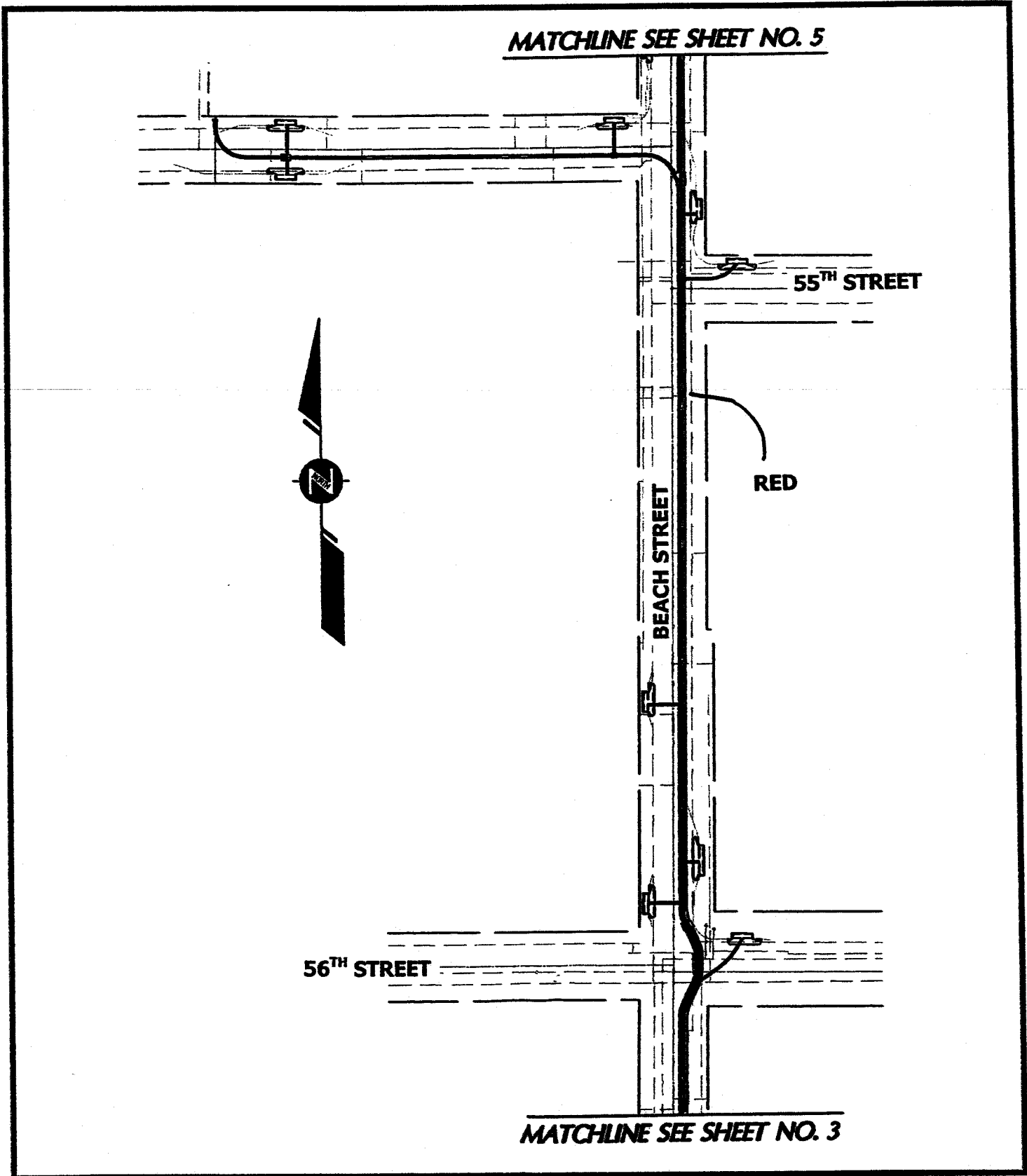
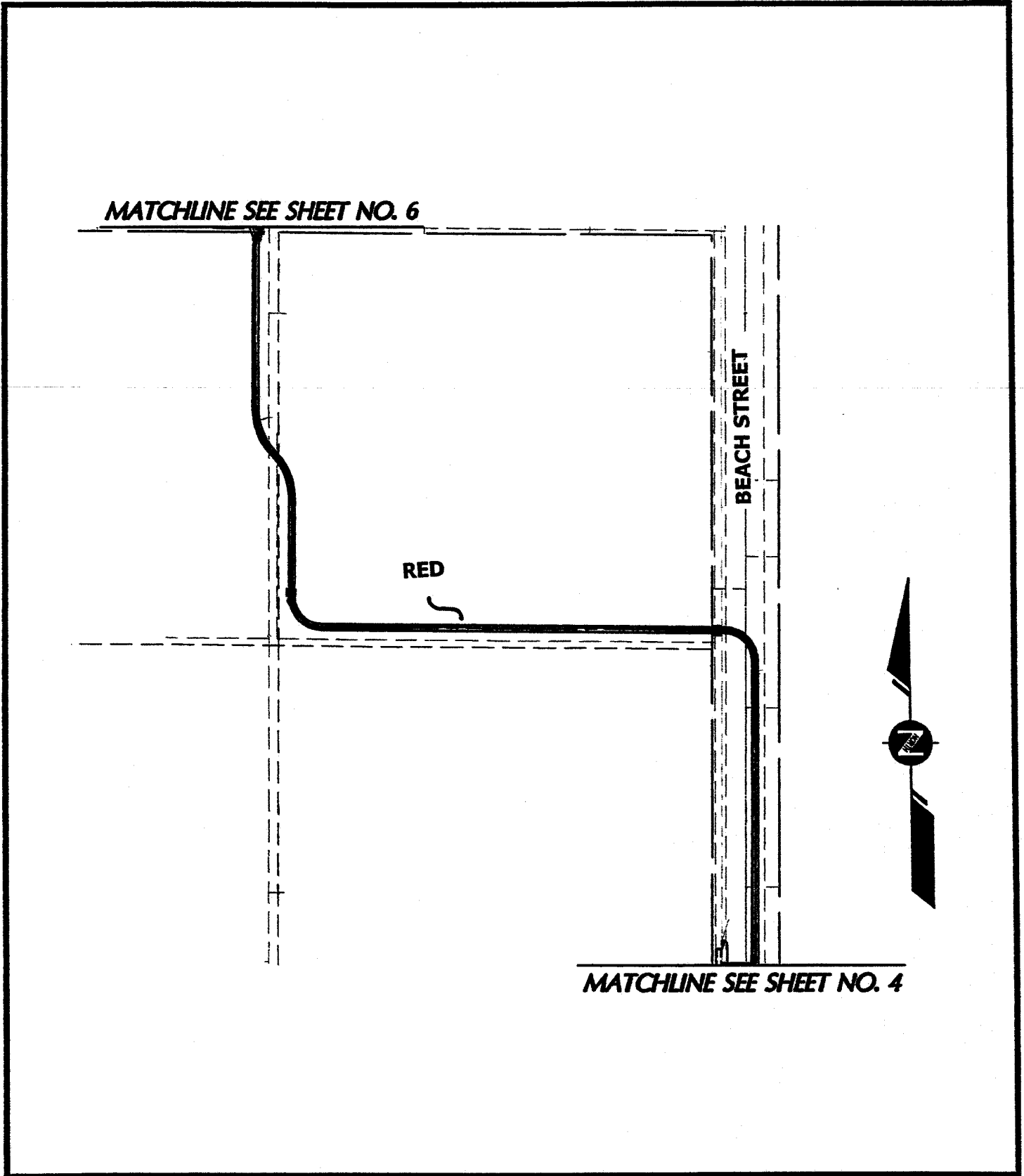
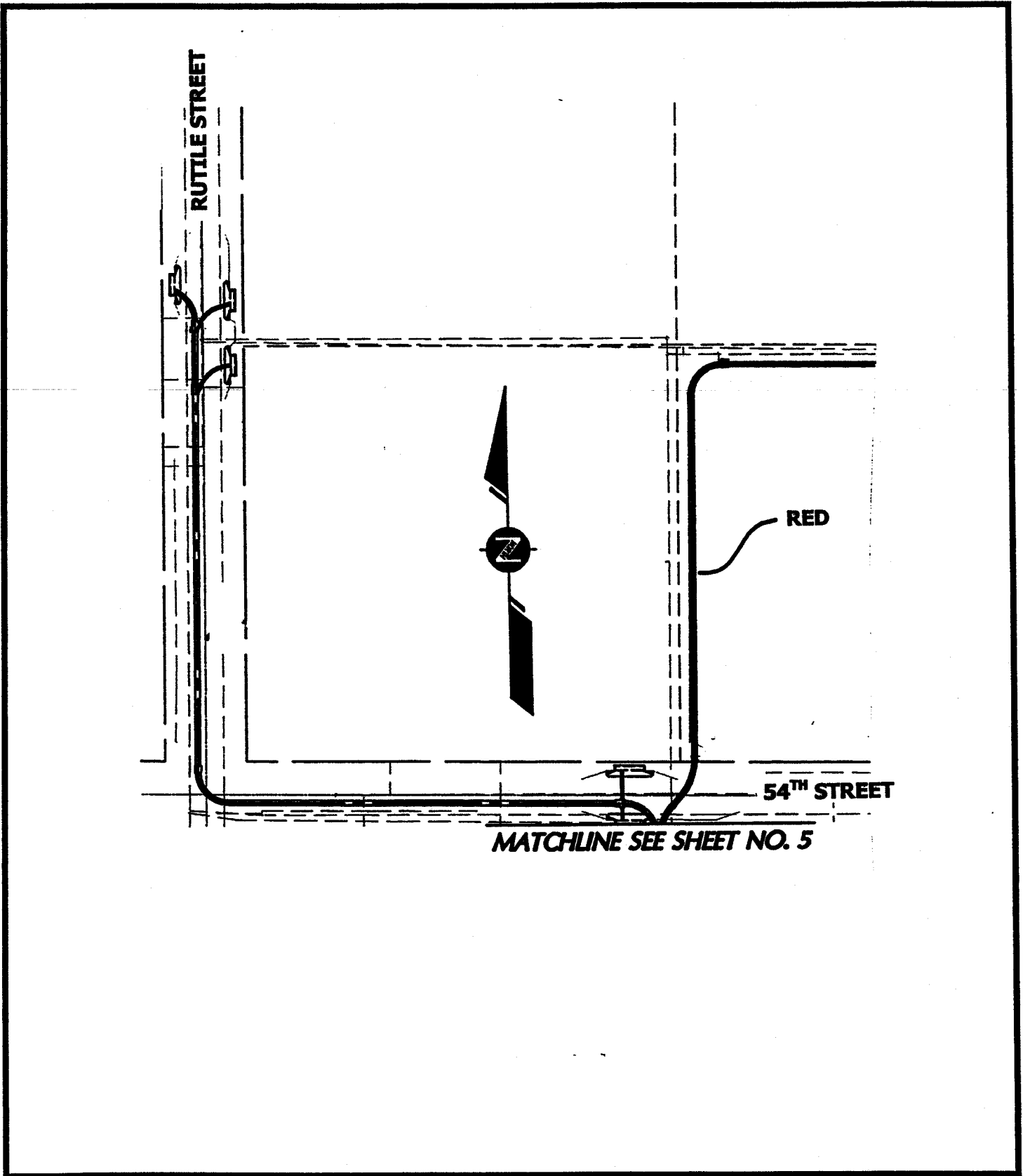




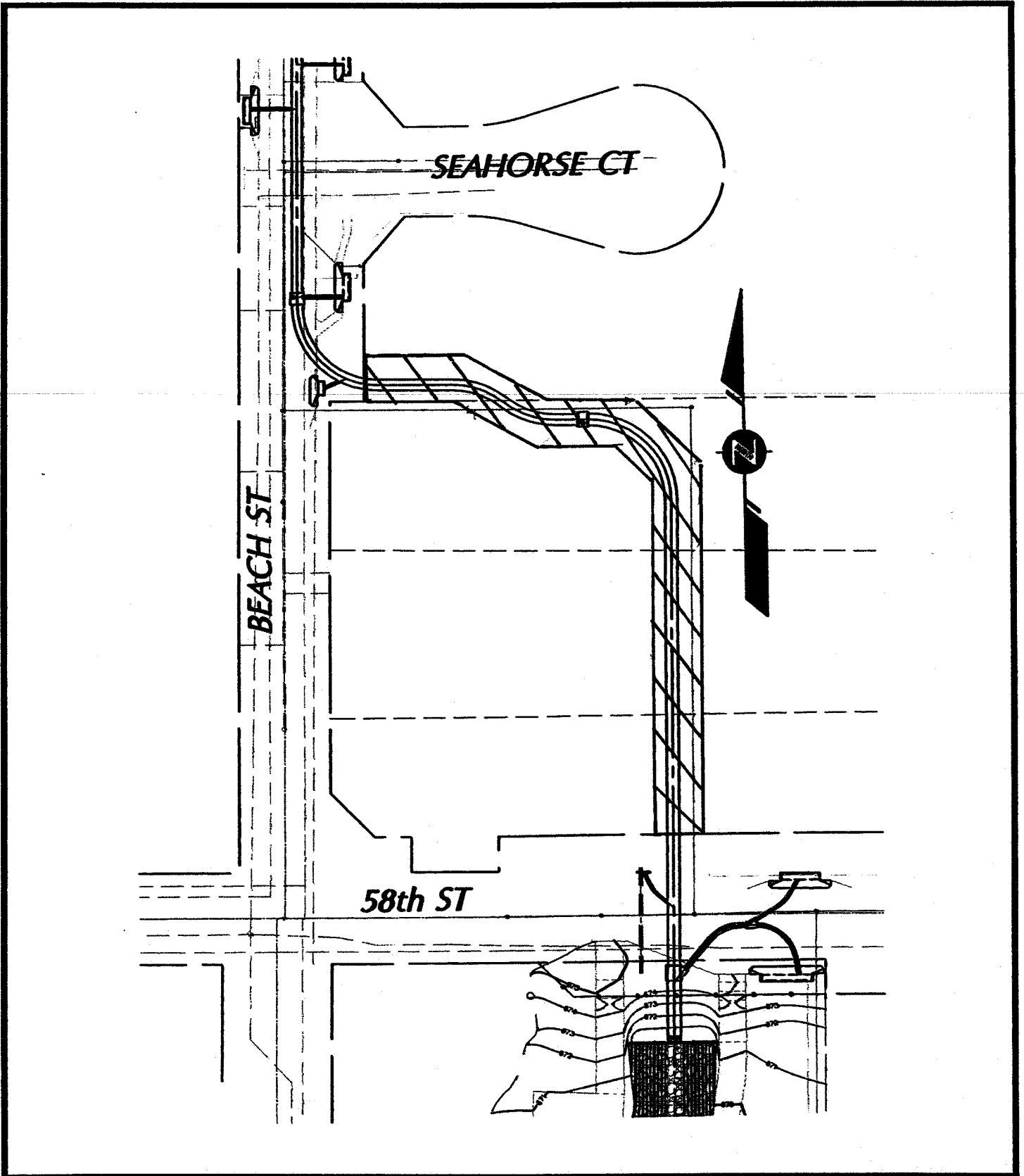
Exhibit A



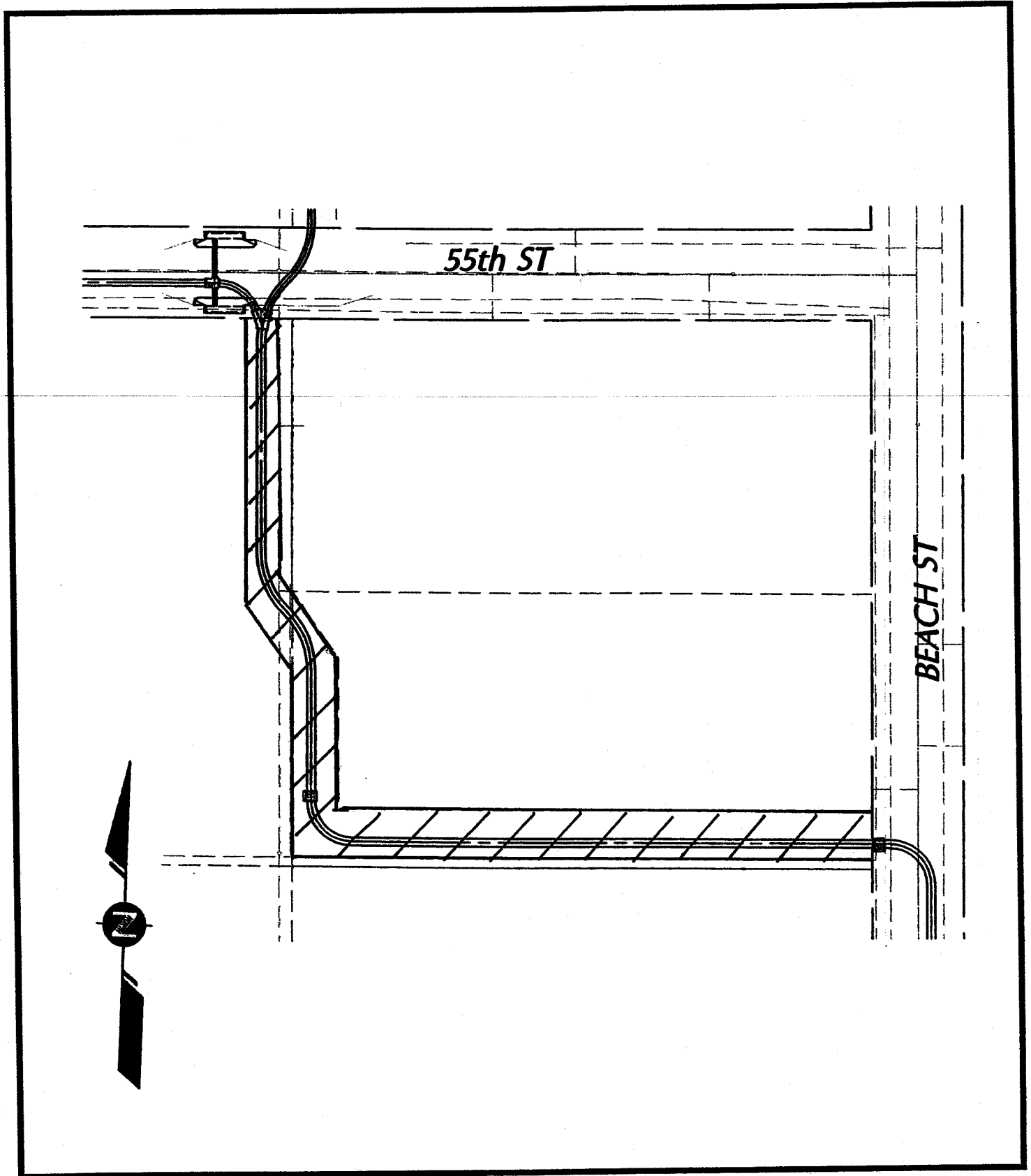
**Exhibit A**



**Exhibit B**



**Exhibit B**



**Exhibit B**

