

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

808 B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

May 15, 2012

SUBJECT: Mira Loma-Beach Street Storm Drain, Stage 1
Project No. 1-0-00137
Cooperative Agreement
2nd District/2nd District

RECOMMENDED MOTION:

Approve the Cooperative Agreement between the District and the Jurupa Community Services District (JCSD); 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 certain underground utilities currently owned and operated by JCSD will be relocated as a part of the Mira Loma-Beach Street Storm Drain Project.

The District is funding all construction and construction inspection costs. Upon completion of the utility relocation, JCSD will resume ownership, operation and maintenance of the relocated utilities

Continued on Page 2

Departmental Concurrence

KEC:blj:cw

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:
Michael R. Shetter

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 15, 2012
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: 2nd/2nd

Agenda Number:

11.5

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL BY NEAL R. KIPNIS DATE 12/6/12

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

**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
2nd District/2nd District

SUBMITTAL DATE: May 15, 2012
Page 2

BACKGROUND:

The relocation is necessary for the Mira Loma Beach Street Storm Drain Project to proceed. Costs for the relocation will be funded as a part of the overall project costs and will become a part of the project contract specifications.

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

KEC:blj:cw
P8/143530

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

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT" and the JURUPA COMMUNITY SERVICES DISTRICT, hereinafter called "JCSD", hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for and plans to design and construct the Mira Loma-Beach Street Storm Drain, hereinafter called "STORM DRAIN". When completed, STORM DRAIN will provide improved drainage and flood control in the Mira Loma area located within the incorporated City of Jurupa Valley; and

B. JCSD owns, operates and maintains certain water and sewer lines located within JCSD public or private rights of way, hereinafter called "JCSD FACILITIES", as shown in concept in red on Exhibit "A" attached hereto and made a part hereof. A portion of the existing JCSD FACILITIES interferes with the proposed STORM DRAIN'S vertical alignment; therefore, the interfering portion of the JCSD FACILITIES must be relocated; and

C. DISTRICT has also budgeted for and caused to be prepared the necessary plans and specifications to relocate the interfering portions of JCSD FACILITIES as part of its STORM DRAIN project; and

C. Together, STORM DRAIN and JCSD FACILITIES are hereinafter called "PROJECT"; and

D. DISTRICT desires JCSD to accept ownership and responsibility for the operation and maintenance of JCSD FACILITIES upon completion of relocation construction. Therefore, JCSD must review and approve DISTRICT'S plans and specifications for JCSD FACILITIES and subsequently inspect and approve the construction of JCSD FACILITIES

1 and, subsequent to approved inspection, accept JCSD facilities for operation and maintenance;
2 and

3 D. The purpose of this Agreement is to memorialize the mutual
4 understandings by and between DISTRICT and JCSD with respect to design, construction,
5 inspection, ownership, operation and maintenance, and funding of PROJECT.

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

7 **SECTION I**

8 DISTRICT shall:

- 9
- 10 1. Prepare plans and specifications for PROJECT, hereinafter called
11 "PROJECT PLANS", including separate plans and specifications for JCSD FACILITIES,
12 hereinafter called "RELOCATION PLANS" in accordance with JCSD standards, and submit
13 RELOCATION PLANS to JCSD for its review and approval prior to advertising PROJECT for
14 construction.
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 - 16 2. Pursuant to CEQA, assume lead agency role and responsibility for
17 preparation, circulation, and adoption of all necessary and appropriate CEQA documents
18 pertaining to the construction, operation and maintenance of PROJECT.
 - 19 3. Pay all costs associated with the preparation of RELOCATION PLANS
20 and with the processing and administration of this Agreement.
21
 - 22 4. Obtain at its sole cost and expense, all necessary licenses, permits, right of
23 way and temporary construction easements as may be needed to construct, inspect, operate and
24 maintain PROJECT.
 - 25 5. Advertise, award and administer a public works construction contract for
26 PROJECT.
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1 6. Provide JCSD with written notice that DISTRICT has awarded a
2 construction contract for PROJECT.

3 7. Notify JCSD in writing at least twenty (20) days prior to the start of
4 construction of PROJECT.

5 8. Furnish JCSD, at the time of providing written notice to JCSD of the start
6 of construction as set forth in Section I.7., a construction schedule which shall show the order
7 and dates in which DISTRICT or DISTRICT'S contractor proposes to carry on the relocation
8 construction of JCSD FACILITIES, including estimated start and completion dates.

9 9. Construct or cause to be constructed PROJECT, including relocation of
10 JCSD FACILITIES, pursuant to a DISTRICT administered public works construction contract
11 and pay all costs associated therewith.

12 10. Inspect construction of PROJECT.

13 11. Furnish, or cause its construction manager to furnish, all construction
14 survey and materials testing services necessary to construct PROJECT.

15 12. Not permit any change to or modification of the JCSD approved
16 RELOCATION PLANS relative to the relocation of JCSD FACILITIES without the prior
17 written permission and consent of JCSD.

18 13. Require its construction contractor(s) to comply with all Cal/OSHA safety
19 regulations including regulations concerning confined space and maintain a safe working
20 environment for all DISTRICT and JCSD employees on the site.

21 14. Require its prime construction contractor to furnish DISTRICT, following
22 DISTRICT'S award of a PROJECT construction contract, a confined space entry procedure
23 specific to PROJECT. The procedure shall comply with requirements contained in California
24 Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157,
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1 Permit Required Confined Space and District confined Space Procedures, SOM-18. The
2 procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to
3 Proceed.

4 15. Require its prime construction contractor(s), following DISTRICT'S
5 award of a PROJECT construction contract, to include JCSD as an additional insured under the
6 liability insurance coverage required by DISTRICT'S construction contract for PROJECT.

7 16. Within two (2) weeks of completing RELOCATION PLANS construction,
8 provide JCSD with written notice that relocation construction is substantially complete and
9 requesting that JCSD conduct a final inspection of JCSD FACILITIES and subsequently accept
10 JCSD FACILITIES as operational.

11 17. Upon DISTRICT'S acceptance of PROJECT construction as complete,
12 provide JCSD with a reproducible copy of "record drawings" for JCSD FACILITIES
13 relocation.

14 SECTION II

15 JCSD shall:

16 1. Review and approve RELOCATION PLANS prior to DISTRICT
17 advertising PROJECT for construction.

18 2. Act as a Responsible Agency under CEQA, taking all necessary and
19 appropriate action to comply with CEQA.

20 3. Grant DISTRICT, by execution of this Agreement, the right to construct,
21 inspect, operate and maintain STORM DRAIN within JCSD rights of way.

22 4. Order the relocation of all utilities installed by permit or franchise within
23 JCSD rights of way which conflict with the construction of PROJECT and which must be
24 relocated at the utility company's expense.

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5. Issue DISTRICT'S contractor(s) a no fee permit to construct PROJECT.

6. Inspect JCSD FACILITIES construction at its sole cost, 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 construction of JCSD FACILITIES relocation is substantially complete, conduct a final inspection of JCSD FACILITIES.

8. Issue a Notice of Final Acceptance to DISTRICT and assume sole responsibility for ownership, operation and maintenance of JCSD FACILITIES upon receipt of notice from DISTRICT that relocation of JCSD FACILITIES is substantially complete as set forth in Section I.16.

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. DISTRICT shall indemnify, defend, save and hold harmless JCSD (including its officers, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this

1 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
2 payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

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

14 4. JCSD FACILITIES shall, at all times, remain sole ownership and
15 exclusive responsibility of JCSD. Nothing herein shall be construed as creating any obligation
16 or responsibility on the part of DISTRICT to operate or maintain JCSD FACILITIES.
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18 5. Any waiver by DISTRICT or by JCSD of any breach of any one or more
19 of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
20 breach of the same or of any other term hereof. Failure on the part of DISTRICT or JCSD to
21 require exact, full and complete compliance with any terms of this Agreement shall not be
22 construed as in any manner changing the terms hereof, or estopping DISTRICT or JCSD from
23 enforcement hereof.
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25 6. This Agreement is to be construed in accordance with the laws of the State
26 of California.
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7. 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 WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Engineering Services Section

JURUPA COMMUNITY
SERVICES DISTRICT
11201 Harrel Street
Mira Loma, CA 91752

8. 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.

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

10. 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. This Agreement may be changed or modified only upon the written consent of the parties hereto.

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1 IN WITNESS WHEREOF, the parties hereto have executed this ASSIGNMENT on
2 May 15, 2012
3 (to be filled in by Clerk of the Board)

4 RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

5 By Warren D. Williams
6 WARREN D. WILLIAMS
7 General Manager-Chief Engineer

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

8 APPROVED AS TO FORM:

ATTEST:

9 PAMELA J. WALLS
10 County Counsel
11 By Neal Kipnis
12 NEAL KIPNIS
13 Deputy County Counsel

KECIA HARPER-IHEM
Clerk of the Board
14 By Kecia Harper-Ihem
15 Deputy

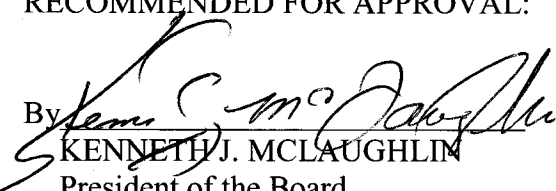
(SEAL)

26 Mira Loma-Beach Street Storm Drain
27 1/11/12
28 KEC:blj

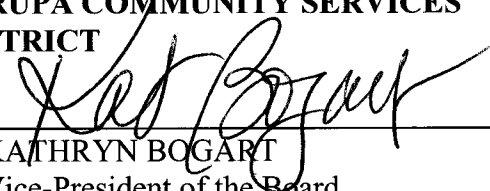
RECOMMENDED FOR APPROVAL:

**JURUPA COMMUNITY SERVICES
DISTRICT**

By


KENNETH J. MCLAUGHLIN
President of the Board

By


KATHRYN BOGART
Vice-President of the Board


APPROVED AS TO FORM:

ATTEST:

By


MICHAEL RIDDELL
General Counsel

By


JULIE B. SABA
Board Secretary

(SEAL)

Exhibit A

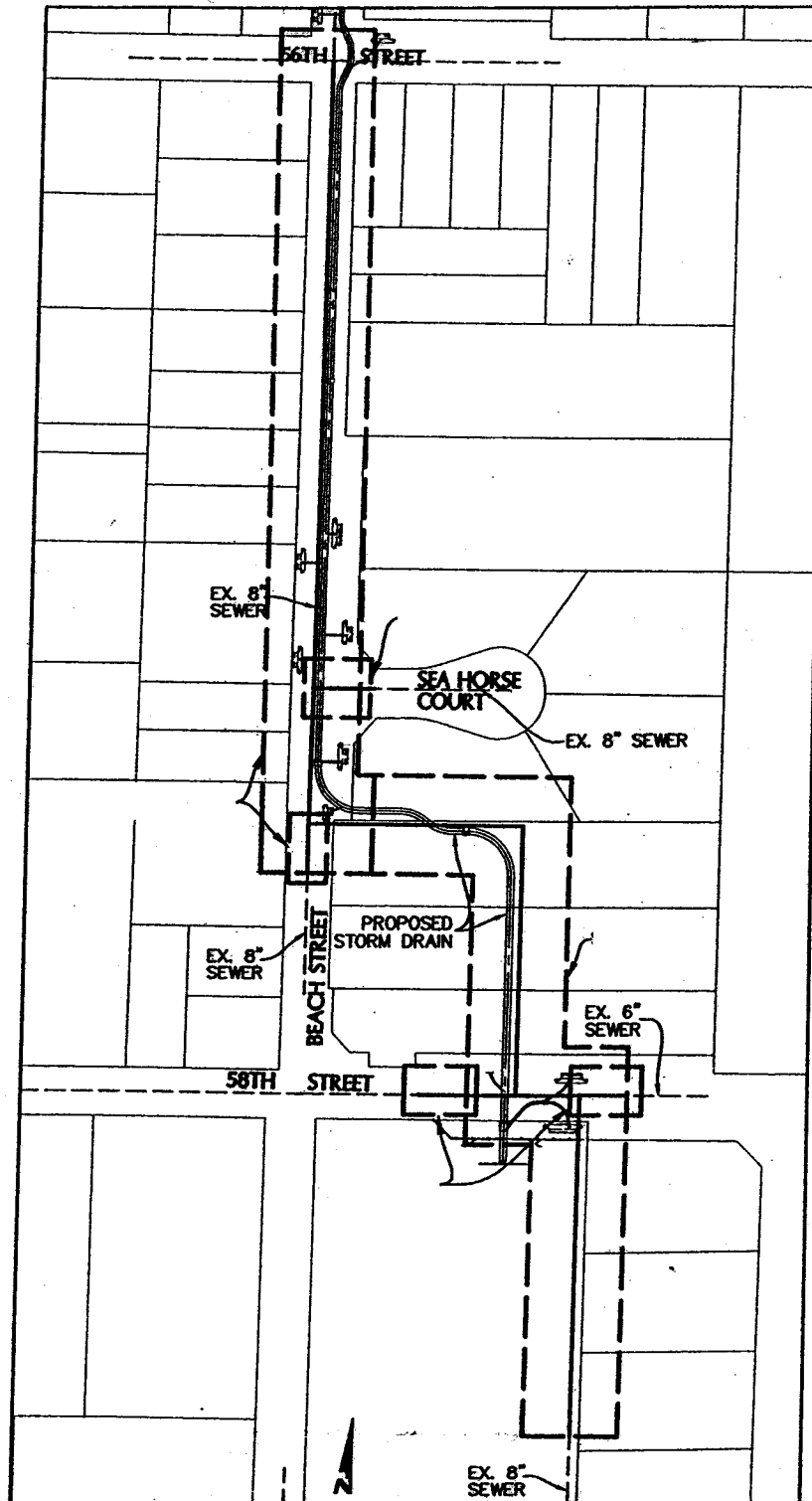


Exhibit A

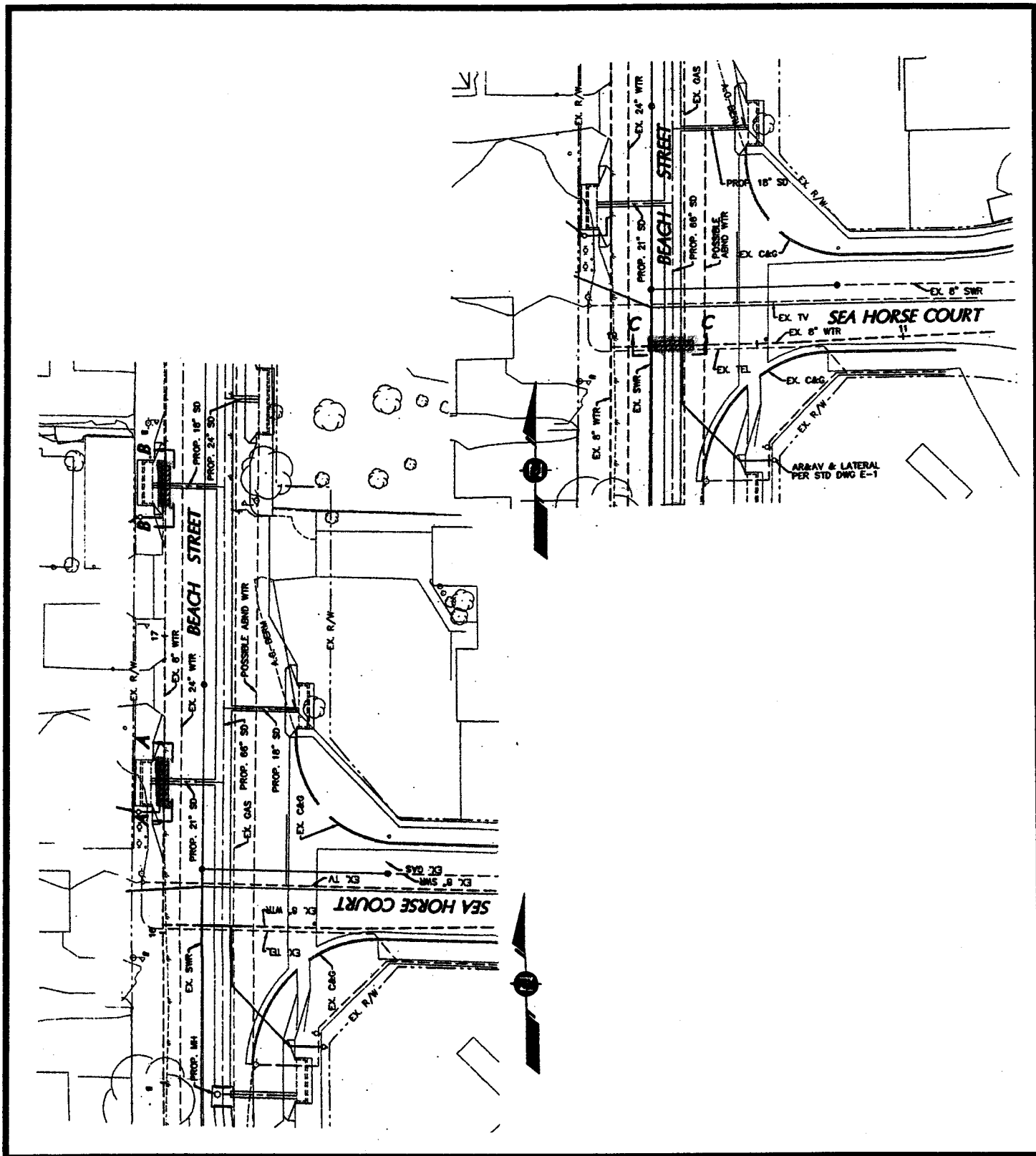


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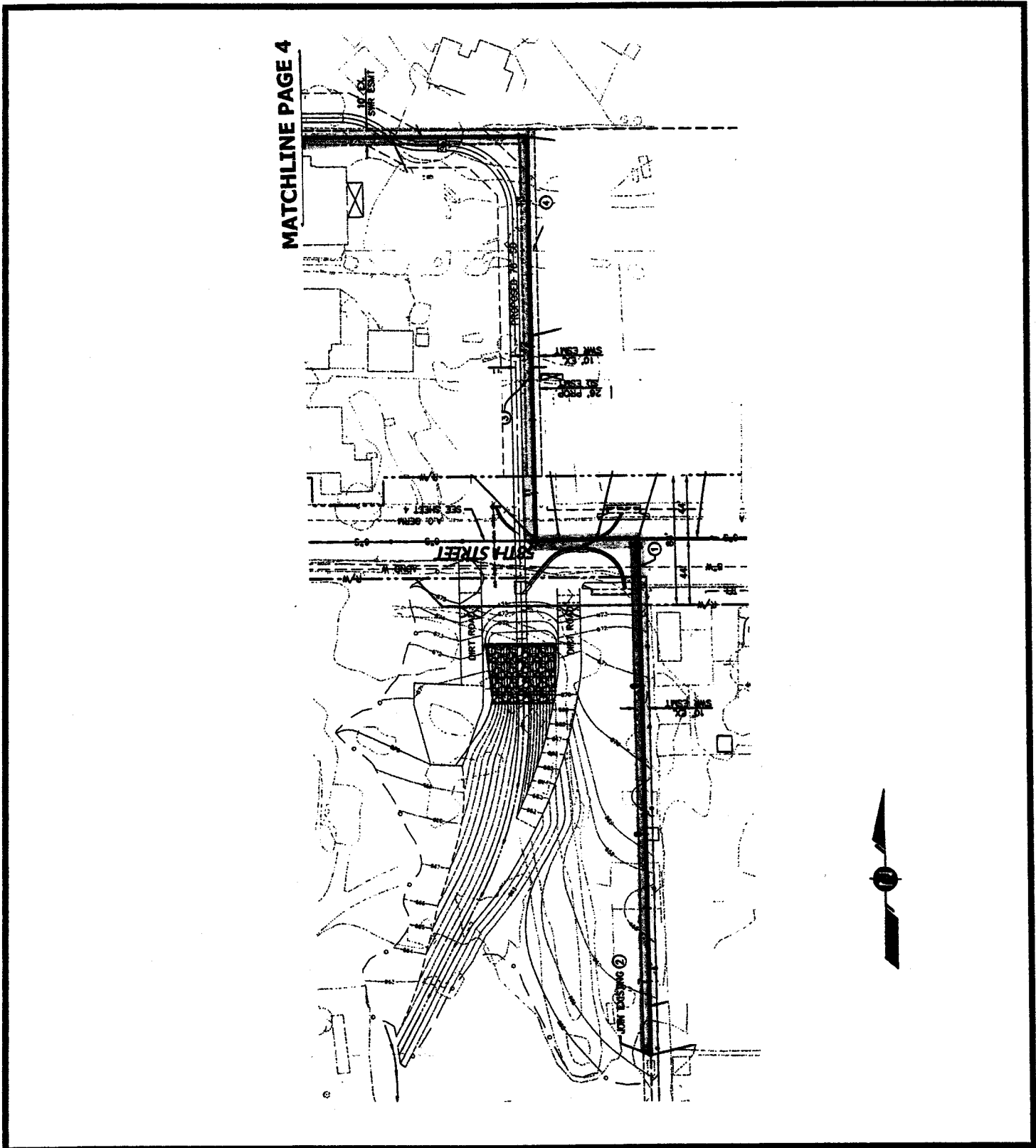


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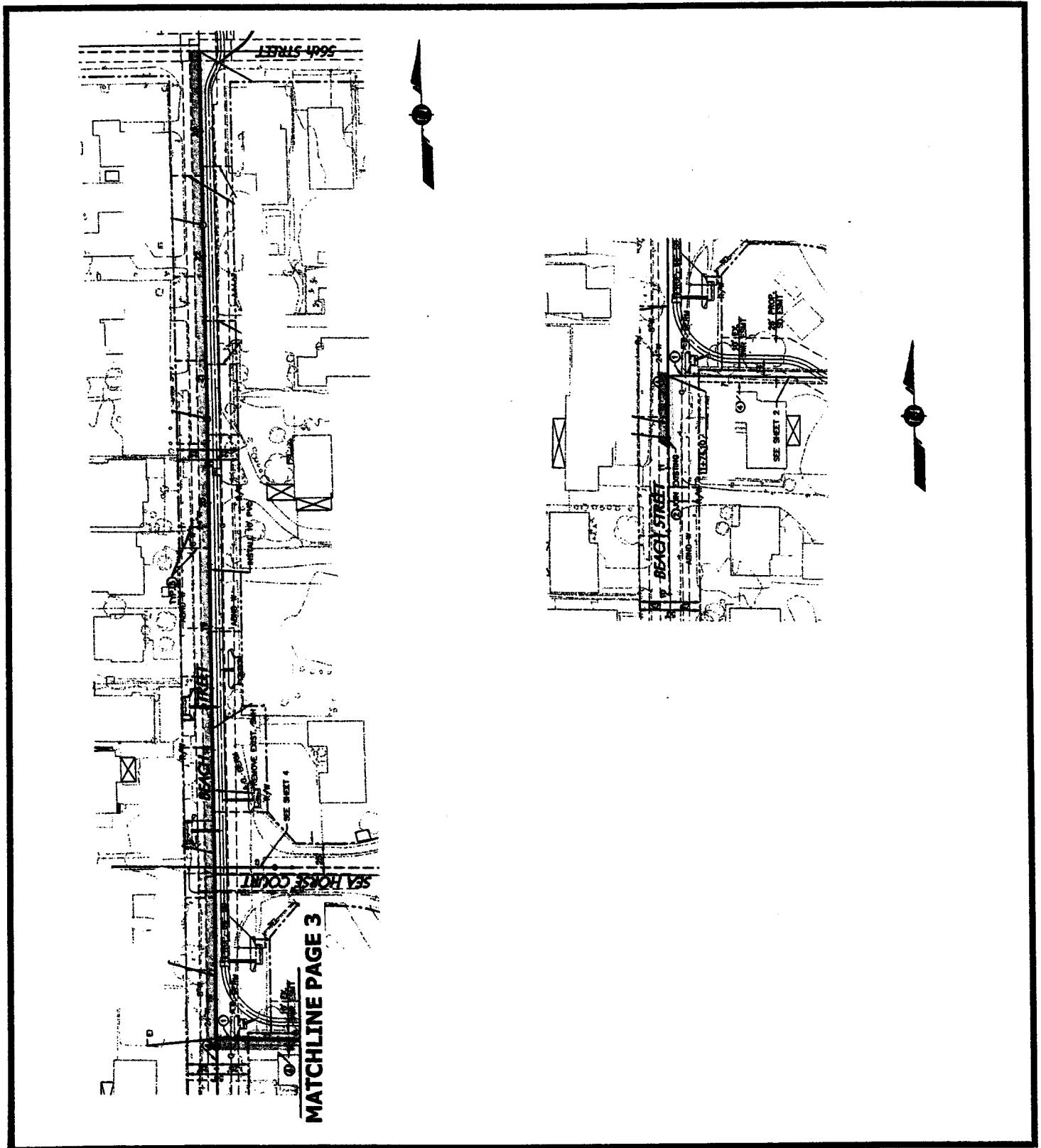


Exhibit A

