

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

209 B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
April 23, 2013

SUBJECT: Belltown Market Street Storm Drain, Stage 1
Project No. 1-0-00148
Reimbursement Agreement
District Two/District Two

RECOMMENDED MOTION:

- 1) Approve the Reimbursement Agreement between the District, the County of Riverside, and the City of Jurupa Valley; and
- 2) Authorize the Chairman to execute the Reimbursement Agreement documents on behalf of the District.

BACKGROUND:

Continued on Page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$68,000	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$68,000	For Fiscal Year:	2013-2014

SOURCE OF FUNDS: 25110 947400 527980 Zone 1 Const/Maint/Misc Contracts	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY:
Steven C. Horn, MPA

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. HOPKINS 3/11/13 DATE

Departmental Concurrence

FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY: JEANINE J. REY 4/18/13

- Consent
- Policy
- Consent
- Policy

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: April 23, 2013
xc: Flood, Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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

(Comp. Item 3-62)

Prev. Agn. Ref.: ATTACHMENTS FILED WITH THE CLERK OF THE BOARD District: 2nd/2nd Agenda Number:

11-5

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

SUBJECT: Belltown Market Street Storm Drain, Stage 1
Project No. 1-0-00148
Reimbursement Agreement
District Two/District Two

SUBMITTAL DATE: April 23, 2013

Page 2

BACKGROUND (continued):

The Agreement sets forth the terms and conditions by which the District will reimburse the County of Riverside (County) for the actual construction costs of certain catch basins and connector pipes located within Agua Mansa Road rights of way. Upon completion of construction, the City of Jurupa Valley will accept sole ownership and responsibility for operation and maintenance of these certain catch basins and connector pipes.

County Counsel has approved the Agreement as to legal form and the City has executed the Agreement. A companion item appears on the County of Riverside's agenda this same date.

FINANCIAL:

Sufficient funding is available in the District's Zone 1 budget for FY 2013-14 and will be included in the proposed budget in future years, as appropriate and necessary.

TNK:bjj

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

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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).
10

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.
18

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

24 2. Assume no responsibility, obligation, or liability whatsoever for the
25 construction, ownership, operation and maintenance of STAGE 1 APPURTENANCES.
26

27 SECTION IV

28 It is further mutually agreed:

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.

7
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
22 5. Pursuant to Government Code Sections 895.4 and 895.6, if any party hereto is
23 held liable upon any judgment for damages caused by a negligent or wrongful act or
24 omission in connection with the performance of their respective duties and obligations
25 set forth in this Agreement and pays in excess of its pro rata share in satisfaction of such
26 judgment, such party shall be entitled to contribution from the other party to this
27 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.
11

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.
18

19 7. This Agreement is to be construed in accordance with the laws of the State of
20 California.
21

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

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

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

9. 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.

10. 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.

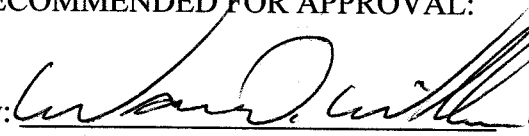
11. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof. This Agreement may be changed or modified only upon the written consent of the parties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

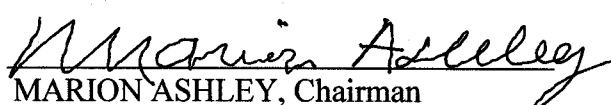
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement and
shall be effective as of APR 23 2013
2 (to be filled in by the Clerk of the Board)

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

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

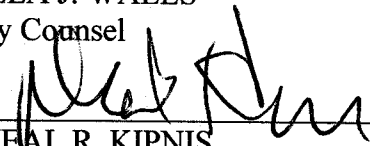
By: 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

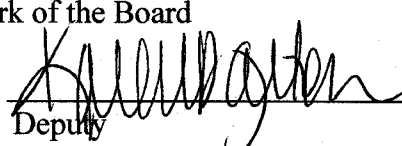
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9 APPROVED AS TO FORM:

ATTEST:

10 PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

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12 By: 
13 NEAL R. KIPNIS
Deputy County Counsel

By: 
Deputy


(SEAL)

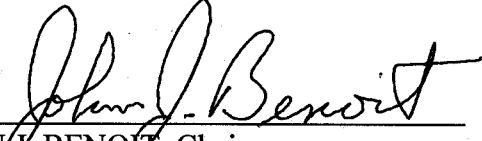
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25 Belltown Market Street Reimbursement Agreement
02/19/13
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RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By: 
JUAN C. PEREZ
Director of Transportation


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

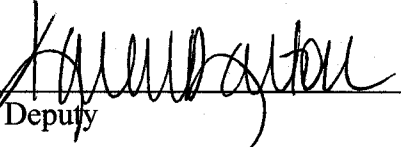
APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

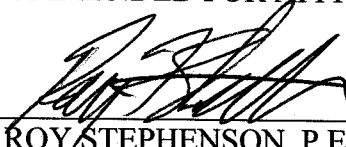
By:  4/3/13
MARSHA L. VICTOR
Principal Deputy County Counsel

By: 
Deputy

(SEAL)

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


RECOMMENDED FOR APPROVAL: CITY OF JURUPA VALLEY

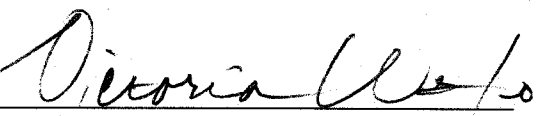
By: 
ROY STEPHENSON, P.E.
City Engineer

By: 
STEPHEN HARDING
City Manager

APPROVED AS TO FORM:

ATTEST:

By: 
PETER M. THORSON
City Attorney

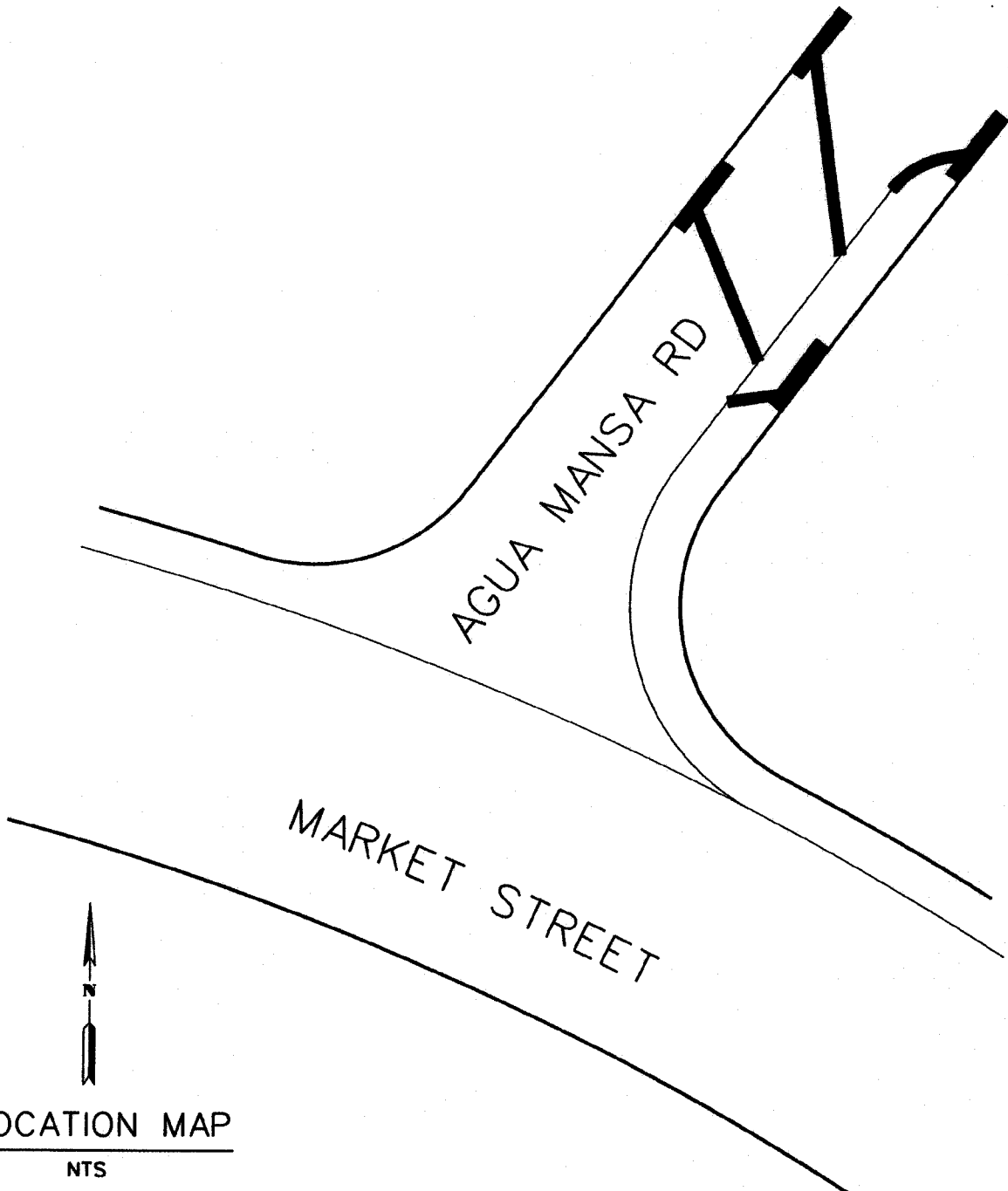
By: 
VICTORIA WASKO
City Clerk

(SEAL)

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Belltown Market Street Reimbursement Agreement
02/19/13
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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"