

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



ITEM: 11.1
(ID # 14090)

MEETING DATE:

Tuesday, February 02, 2021

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the County of Riverside, on behalf of its Transportation Department, and the City of Jurupa Valley for Felspar Street Storm Drain, Stage 1; Jamestown Storm Drain, Stage 2; Bly Channel and Freeway Collector, Stage 5, Project Nos. 1-0-00081, 1-0-00260 and 1-0-00090 (MS 185 - Jurupa Road Grade Separation Project), CEQA Exempt, District 2. [\$0] (Companion Item to MT Item No. 14433)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Cooperative Agreement ("Agreement") is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15282(g) of the State CEQA Guidelines; and
2. Approve the Agreement between the Riverside County Flood Control and Water Conservation District ("District"), the County of Riverside ("County"), on behalf of its Transportation Department, and the City of Jurupa Valley ("City"), and authorize the Chairwoman of the Board to execute the same on behalf of the District; and
3. Direct the Clerk of the Board to return two (2) executed Agreements to the District and one (1) executed Agreement to the County.

ACTION:

Handwritten signature of Jason Unley in blue ink.

Jason Unley, GENERAL MGR-CHF FLD CNTRL ENG 12/23/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: February 2, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board

By: Deputy

(companion item 3.32)

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: N/A	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Agreement sets forth the terms and conditions by which certain flood control facilities are to be constructed by the County as a part of a County administered public works construction contract for the Jurupa Road Grade Separation Project ("Project"). The flood control facilities are to be inspected by the County, District and City and operated and maintained by the District and City.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of (i) approximately 1,600 lineal feet of underground storm drain (Felspar Street Storm Drain, Stage 1), (ii) approximately 530 lineal feet of relocated underground storm drain (Jamestown Storm Drain, Stage 2) and (iii) approximately 63 lineal feet of the reinforced concrete box culvert and the associated outlet structure (Bly Channel and Freeway Collector, Stage 5). The City will assume ownership and responsibility for the operation and maintenance for the flood control facilities associated catch basins, a pump station, connector pipes and storm drains that are thirty-six inches (36") or less in diameter that are located within City held easements or rights of way.

In addition, the City will also assume ownership and responsibility for the structural integrity and maintenance of approximately 26 lineal feet of the reinforced concrete box culvert that is located within City held easements or rights of way. The District will assume responsibility for the removal of sediment and debris from the Jurupa Road culvert along Bly Channel.

County Counsel has approved the Agreement as to legal form. The City has executed the Agreement. A companion item from the County's Transportation Department appears on the County Agenda this same date.

Environmental Findings

The Project will eliminate an existing at-grade crossing at the Union Pacific Railroad grade crossing located on Jurupa Road in the city of Jurupa Valley. Thus, the Agreement, which is for flood control facilities that are to be constructed as a part of the Project, qualifies for the CEQA Statutory Exemption 15282(g), as the Project clearly constitutes an action as described in Public

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Resource Code 21080.13 which exempts projects that eliminate or separate existing grade crossings. No further CEQA analysis is required.

Impact on Residents and Businesses

Upon construction completion, the flood control facilities will provide flood protection and drainage improvements for the Project and the adjoining properties.

Additional Fiscal Information

The County is funding all plan check and construction costs for the Project. Future operation and maintenance costs associated with the District-maintained flood control facilities will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement

RKM:blm
P8/235524


Scott Bruzner 1/25/2021


Gregory V. Priarios, Director County Counsel 12/24/2020


Cynthia M. Guarez, Chief Deputy County Counsel 12/23/2020

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

COOPERATIVE AGREEMENT
Felspar Street Storm Drain, Stage 1
Jamestown Storm Drain, Stage 2
Bly Channel and Freeway Collector, Stage 5
Project Nos. 1-0-00081, 1-0-00260 and 1-0-00090
MS 185 - Jurupa Road Grade Separation Project

This Cooperative Funding Agreement ("Agreement"), dated as of February 2, 2021, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the County of Riverside, a political subdivision of the State of California ("COUNTY"), on behalf of its Transportation Department, and the City of Jurupa Valley, a municipal corporation ("CITY"). DISTRICT, COUNTY, and CITY are collectively referred to herein as "Parties" and individually as "Party". The Parties hereto agree as follows:

RECITALS

A. COUNTY has entered into a separate Cooperative Agreement with CITY and the Riverside County Transportation Commission to budget for, design and construct the Jurupa Road Grade Separation Project ("GRADE SEPARATION"), which is located within the city of Jurupa Valley. As a part of GRADE SEPARATION, COUNTY must construct and relocate certain flood control facilities in order to provide continued flood protection and drainage for COUNTY's planned GRADE SEPARATION and adjoining properties; and

B. Within GRADE SEPARATION footprint, DISTRICT owns, operates and maintains (i) Jamestown Storm Drain, Stage 1 ("JAMESTOWN SD STAGE 1"), as shown on District Drawing No. 1-0399, (ii) Bly Channel – Jurupa Road Storm Drain, Stage 3 ("JURUPA SD STAGE 3"), as shown on District Drawing No. 1-0493, and (iii) Bly Channel and Freeway Collector, Stage 1 ("BLY CHANNEL STAGE 1"), as shown on District Drawing No. 1-0114. It has been determined that JURUPA SD STAGE 3, a portion of JAMESTOWN SD STAGE 1, and a portion of BLY CHANNEL STAGE 1 conflict with the construction of GRADE SEPARATION. Therefore, to construct GRADE SEPARATION, COUNTY must: (i) relocate the interfering and affected portion of JAMESTOWN SD STAGE 1 ("AFFECTED PORTION"),

shown in concept as a dashed magenta line on Exhibit "A", attached hereto and made a part hereof, (ii) remove JURUPA SD STAGE 3, shown in concept as a dashed brown line on Exhibit "A", and the interfering and affected portion of BLY CHANNEL STAGE 1 ("AFFECTED BLY STAGE 1"); and

C. The required flood control facilities, as shown in concept on Exhibit "A", include the construction of:

- i. Felspar Street Storm Drain, Stage 1 ("FELSPAR STAGE 1"), which is comprised of (i) approximately 1,600 lineal feet of underground storm drain, as shown in purple on Exhibit "A" and as shown on District Drawing No. 1-0739, including the associated inlet structure. At its downstream terminus, FELSPAR STAGE 1 will connect to DISTRICT's existing Bly Channel and Freeway Collector, Stage 2 ("BLY CHANNEL STAGE 2"), as shown on District Drawing No. 1-0192. BLY CHANNEL STAGE 2 is shown in green on Exhibit "A"; and
- ii. Jamestown Storm Drain, Stage 2 ("JAMESTOWN STAGE 2"), which is comprised of approximately 530 lineal feet of underground storm drain, as shown in gold on Exhibit "A" and as shown on District Drawing No. 1-0740. JAMESTOWN STAGE 2 will replace AFFECTED PORTION. The portion of DISTRICT's existing JAMESTOWN SD STAGE 1 that is to remain after the removal of AFFECTED PORTION and the completion of JAMESTOWN STAGE 2 is hereinafter called "REMAINING JAMESTOWN STAGE 1" and is shown as a dotted blue line on Exhibit "A". JAMESTOWN STAGE 2 will connect to REMAINING JAMESTOWN STAGE 1; and

- iii. Bly Channel and Freeway Collector, Stage 5 ("BLY STAGE 5"), which is comprised of approximately 63 lineal feet of triple cell 10' wide by 5' high reinforced concrete box culvert and the associated outlet structure, as shown in yellow on Exhibit "A" and as shown on District Drawing No. 1-0746; and
- D. Altogether, FELSPAR STAGE 1, JAMESTOWN STAGE 2 and BLY STAGE 5 are hereinafter called "DISTRICT FACILITIES"; and
- E. Associated with the construction of DISTRICT FACILITIES is the construction of:
- i. Catch basins, a pump station, connector pipes and storm drains that are thirty-six inches (36") or less in diameter that are located within CITY held easements or rights of way, hereinafter called "APPURTENANCES"; and
 - ii. Approximately 26 lineal feet of triple cell 10' wide by 5' high reinforced concrete box culvert located within CITY-held easements or rights of way ("EXTENSION"), as shown in concept in turquoise on Exhibit "A". EXTENSION is an extension of the existing triple cell 10' wide by 5' high reinforced concrete box culvert ("EXISTING RCB"), as shown in concept in orange on Exhibit "A". Altogether EXISTING RCB and EXTENSION are hereinafter called "CULVERT". With regard to the ownership, operation and maintenance of CULVERT, DISTRICT is willing to keep CULVERT free and clear of sediment and debris and CITY is willing to (i) continue to own, operate and maintain EXISTING RCB and (ii) accept ownership and responsibility for the structural integrity and maintenance of EXTENSION; and

F. Together DISTRICT FACILITIES, EXTENSION and APPURTENANCES are hereinafter called "PROJECT"; and

G. BLY STAGE 5 and EXTENSION will replace a portion of DISTRICT's existing BLY CHANNEL STAGE 1. The portion of DISTRICT's existing BLY CHANNEL STAGE 1 that is to remain after the removal of AFFECTED BLY STAGE 1 and the completion of BLY STAGE 5 and EXTENSION is hereinafter called "REMAINING BLY STAGE 1". REMAINING BLY STAGE 1 is shown in concept in pink on Exhibit "A"; and

H. Altogether, REMAINING BLY STAGE 1, BLY CHANNEL STAGE 2, and REMAINING JAMESTOWN STAGE 1 are hereafter called "EXISTING RCFC FACILITIES"; and

I. COUNTY, DISTRICT, and CITY acknowledge it is in the best interest of the public to proceed with construction of PROJECT at the earliest possible date; and

J. The purpose of this Agreement is to memorialize the mutual understandings by and between COUNTY, DISTRICT, and CITY with respect to design, construction, inspection, ownership, operation and maintenance of PROJECT.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree as follows:

SECTION I

COUNTY shall:

1. Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.
2. Prepare or cause to be prepared, the necessary plans and specifications for PROJECT ("IMPROVEMENT PLANS"), in accordance with the applicable COUNTY, DISTRICT and CITY standards, and submit to DISTRICT and CITY for their review and

approval prior to advertising GRADE SEPARATION, which includes PROJECT, for construction bids.

3. Obtain, at its sole cost and expense, all necessary licenses, permits, agreements, approvals, rights of way, rights of entry and temporary construction easements as may be necessary to construct, inspect, operate and maintain PROJECT ("ROW DOCUMENTS").

4. Prior to commencing construction, obtain at its sole cost and expense, all necessary permits, approvals or agreements required by any federal, state and local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT ("REGULATORY PERMITS"). REGULATORY PERMITS may include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority.

5. Prior to commencing construction, provide DISTRICT an opportunity to review and make a determination on all REGULATORY PERMITS and ROW DOCUMENTS. DISTRICT approval of any such document(s) may be withheld when, in the sole judgment of DISTRICT's General Manager-Chief Engineer, said document(s) unreasonably constrains, inhibits or impairs DISTRICT's ability to operate and maintain DISTRICT FACILITIES or EXISTING RCFC FACILITIES.

6. Advertise, award and administer a public works construction contract for GRADE SEPARATION, which includes PROJECT, at its sole cost and expense.

7. Provide DISTRICT (Attention: Plan Check Section) and CITY (Attention: City Engineer) with written notice that COUNTY has awarded a construction contract for GRADE SEPARATION, which includes PROJECT.

8. Within thirty (30) days of awarding PROJECT, pay the Western Riverside County Regional Conservation Agency the mitigation fee for GRADE SEPARATION, which

also includes PROJECT, per the 2004 Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP).

9. Prior to commencing PROJECT construction, furnish DISTRICT with final mylar PROJECT plans and assign ownership of PROJECT plans to DISTRICT.

10. Not permit any change to, or modification of, COUNTY-, DISTRICT- and CITY-approved IMPROVEMENT PLANS without DISTRICT's and CITY's prior written permission and consent. Failure to do so shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to COUNTY that DISTRICT is unable to: a) perform its obligations hereunder, and b) to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

11. Prior to commencing PROJECT construction, schedule and conduct a mandatory pre-construction meeting between COUNTY, COUNTY's construction manager, COUNTY's construction contractor(s), DISTRICT, CITY, and other affected entities. COUNTY shall notify DISTRICT (Attention: Construction Management Section) and CITY (Attention: City Engineer) in writing at least twenty (20) days prior to conducting the pre-construction meeting.

12. Furnish DISTRICT (Attention: Construction Management) and CITY (Attention: City Engineer), at the time of providing written notice of the pre-construction meeting as set forth in Section I.11., with:

- A. A construction schedule which shall show the order and dates in which COUNTY or COUNTY's contractor proposes to carry on the various parts of work, including estimated start and completion dates, and
- B. A confined space procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space

Operations, Section 5157, Permit Required Confined Space and District confined Space Procedures, SOM-18. The procedure shall be provided to DISTRICT. The procedure shall be reviewed and approved by DISTRICT prior to the start of PROJECT construction.

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

14. Procure or caused to be procured insurance coverages during the term of this Agreement. COUNTY shall require its construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in Exhibit "B", attached hereto and made a part hereof. Prior to COUNTY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT and CITY.

15. Construct PROJECT pursuant to a COUNTY-administered construction contract, in accordance with IMPROVEMENT PLANS approved by COUNTY, DISTRICT and COUNTY, and pay all costs associated therewith.

16. Inspect or cause to be inspected, construction of PROJECT and pay all costs associated therewith.

17. Furnish or cause its construction manager to furnish, DISTRICT (Attention: Construction Management) and CITY (Attention: City Engineer) all construction survey and materials testing services necessary to ensure PROJECT construction is accomplished in accordance with the COUNTY-, DISTRICT-, and CITY-approved plans and specifications.

18. Grant DISTRICT and CITY, by execution of this Agreement, the right to enter upon property owned or controlled by COUNTY where necessary and convenient for the

purpose of gaining access to, and performing inspection service for, the construction of PROJECT.

19. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY (Attention: City Engineer) with written notice that PROJECT construction is substantially complete and requesting that (i) DISTRICT conduct a final inspection of DISTRICT FACILITIES and (ii) CITY conduct a final inspection of APPURTENANCES and EXTENSION.

20. Assume ownership and sole responsibility for the operation and maintenance of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES as set forth herein and (ii) CITY accepts (a) ownership and responsibility for the operation and maintenance of APPURTENANCES and (b) ownership and responsibility for the structural integrity and maintenance of EXTENSION as set forth herein. Further, it is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT.

21. Upon completion of PROJECT construction, provide DISTRICT and CITY with a copy of COUNTY's Notice of Completion.

22. Upon completion of PROJECT construction but prior to (i) DISTRICT's acceptance of DISTRICT FACILITIES for ownership, operation and maintenance and (ii) CITY's acceptance of APPURTENANCES and EXTENSION for ownership, operation and maintenance, provide DISTRICT and CITY with appropriate engineering documentation necessary to establish that PROJECT was constructed in accordance with COUNTY-, DISTRICT-, and CITY-approved IMPROVEMENT PLANS.

23. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed, to DISTRICT the flood control easement(s), and/or grant deed(s) of fee

title where appropriate, deemed necessary by DISTRICT for the operation and maintenance of DISTRICT FACILITIES. The easement(s) or grant deed(s) shall be in a form approved by DISTRICT, to the rights of way as shown in concept in red diagonal hatching on Exhibit "C", attached hereto and made a part hereof, and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

24. At the time of recordation of the conveyance document(s) as set forth in Section I.23., furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value as determined by DISTRICT for each easement parcel to be conveyed to DISTRICT; or (ii) one hundred percent (100%) of the estimated value as determined by DISTRICT for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except those which in the sole discretion of DISTRICT are acceptable.

25. Upon completion of construction of PROJECT, but prior to DISTRICT's acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, COUNTY's civil engineer of record or construction civil engineer of record duly registered in the State of California, shall provide DISTRICT with redlined "record drawing" plans for IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawing", COUNTY's engineer shall schedule with DISTRICT a time to transfer the redlined changes into DISTRICT's original mylars at DISTRICT's office, after which the engineer shall review, stamp and sign mylars "record drawing".

SECTION II

DISTRICT shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
2. Review and make a determination on all necessary REGULATORY PERMITS and ROW DOCUMENTS prior to COUNTY advertising GRADE SEPARATION,

which includes PROJECT, for bids. Said REGULATORY PERMITS and ROW DOCUMENTS shall not unreasonably constrain, inhibit or impair DISTRICT's ability to operate and maintain DISTRICT FACILITIES or EXISTING RCFC FACILITIES. DISTRICT may withhold approval of any such document(s) when, in the sole judgment of DISTRICT's General Manager-Chief Engineer, the said document(s) unreasonably constrains, inhibits or impairs DISTRICT's ability to operate and maintain DISTRICT FACILITIES or EXISTING RCFC FACILITIES.

3. Review and approve IMPROVEMENT PLANS prior to COUNTY advertising GRADE SEPARATION, which includes PROJECT, for construction bids.

4. Conduct periodic inspections of DISTRICT FACILITIES construction for quality control purposes and provide any comments to COUNTY's designated PROJECT construction inspector.

5. Upon receipt of COUNTY's written notice that PROJECT construction is substantially complete, conduct a final inspection of DISTRICT FACILITIES.

6. Accept sole responsibility for ownership, operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Sections I.19. and II.5., (ii) DISTRICT acceptance of DISTRICT FACILITIES as being complete, (iii) receipt of COUNTY's written Notice of Completion as set forth in Section I.21.; (iv) receipt of appropriate engineering documentation as set forth in Section I.22.; (v) receipt of "record drawing" as set forth in Section I.25.; (vi) receipt of all necessary rights of way and easements as set forth in Section I.23.; and (vii) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

7. Accept sole responsibility for keeping CULVERT free and clear of sediment and debris upon (i) DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance and (ii) CITY acceptance of ownership and responsibility for the structural integrity and maintenance of EXTENSION.

8. Upon DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide COUNTY and CITY with a reproducible duplicate set of "record drawings" of PROJECT plans.

SECTION III

CITY shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
2. Grant DISTRICT, by execution of this Agreement, the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way.
3. Review and make a determination on all necessary REGULATORY PERMITS and ROW DOCUMENTS prior to COUNTY advertising GRADE SEPARATION, which includes PROJECT, for bids.
4. Review and approve IMPROVEMENT PLANS prior to COUNTY advertising GRADE SEPARATION, which includes PROJECT, for construction bids.
5. Order the relocation of all utilities within CITY rights of way which conflict with the construction of PROJECT and which must be relocated at the utility owner's expense.
6. Conduct periodic inspections of DISTRICT FACILITIES construction for quality control purposes at its sole cost and provide any comments to COUNTY's designated PROJECT construction inspector.
7. Upon receipt of COUNTY's written notice that PROJECT construction is substantially complete, conduct a final inspection of APPURTENANCES and EXTENSION.
8. Accept (i) ownership and sole responsibility for the operation and maintenance of APPURTENANCES and (ii) ownership and sole responsibility for the structural integrity and maintenance of EXTENSION upon (a) CITY inspection of APPURTENANCES and EXTENSION in accordance with Sections I.19. and III.7., (b) CITY acceptance of APPURTENANCES and EXTENSION as being complete, (c) receipt of COUNTY's written

Notice of Completion as set forth in Section I.21.; (d) receipt of appropriate engineering documentation as set forth in Section I.22.; (e) receipt of "record drawing" as set forth in Section II.8.; and (f) receipt of all rights of way and easements necessary for CITY to operate and maintain APPURTENANCES and EXTENSION.

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

SECTION IV

It is further mutually agreed:

1. In the event COUNTY's construction contractor does not complete the construction of the PROJECT in accordance with DISTRICT standards, COUNTY shall cause the PROJECT to be completed utilizing the bonds and insurances secured for the PROJECT.
2. Except as otherwise provided herein, all construction work involved with PROJECT shall be inspected by COUNTY but shall not be deemed complete until COUNTY, DISTRICT, and CITY mutually agree that construction is completed in accordance with COUNTY-, DISTRICT- and CITY-approved IMPROVEMENT PLANS. COUNTY shall not request DISTRICT or CITY to accept any portion of PROJECT for ownership, operation or maintenance until PROJECT construction is deemed fully complete and all necessary rights of way have been conveyed as set forth herein.
3. DISTRICT and CITY personnel may observe and inspect all work being done on PROJECT but shall provide any comments to COUNTY personnel who shall be solely responsible for all communications with COUNTY's construction contractor(s).
4. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a

satisfactorily maintained condition as solely determined by DISTRICT. If, in the sole discretion of DISTRICT, DISTRICT FACILITIES is not in an acceptable condition, corrections will be made at sole expense of COUNTY.

5. COUNTY shall indemnify and hold harmless and require its construction contractor(s) to indemnify, defend and hold harmless DISTRICT and CITY, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnites") from any liability whatsoever, based or asserted upon any services of COUNTY, their officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of COUNTY, its officers, employees, subcontractors, agents or representatives ("Indemnitors") from this Agreement. COUNTY shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnites in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by COUNTY, COUNTY shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT and CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes COUNTY indemnification to Indemnites as set forth herein or imposes upon CITY any additional maintenance or construction responsibilities or any payments not specifically set forth in this Agreement.

COUNTY obligation hereunder shall be satisfied when COUNTY has provided to DISTRICT and CITY the appropriate form of dismissal relieving DISTRICT and CITY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe COUNTY's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve COUNTY from indemnifying the Indemnitees to the fullest extent allowed by law.

COUNTY shall require its construction contractor(s) to indemnify the CITY and DISTRICT in compliance with this section.

6. This agreement is to be construed in accordance with the laws of the State of California.

7. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Plan Check Section

To COUNTY: COUNTY OF RIVERSIDE
4080 Lemon Street, 8th Floor
Riverside, CA 92502-1090
Attn: Transportation Department
Project Development Division

To CITY: CITY OF JURUPA VALLEY
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attn: City Engineer

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. Any waiver by COUNTY or DISTRICT or CITY of any breach by any other Party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of COUNTY, or DISTRICT, or CITY to require from any other Party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping COUNTY, or DISTRICT, or CITY from enforcing this Agreement.

10. This Agreement is the result of negotiations between the Parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

11. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

12. Neither COUNTY, CITY, nor DISTRICT shall assign this Agreement without the written consent of the other Parties.

13. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

14. DISTRICT and CITY each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.

15. 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 and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

16. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

February 2, 2021
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By Jason E. Uhley
JASON E. UHLEY
General Manager-Chief Engineer

By Karen S. Spiegel
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

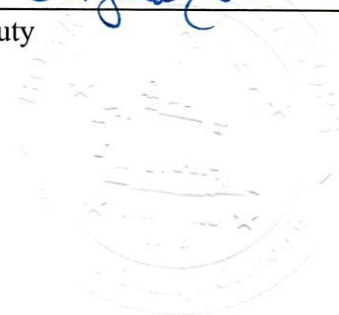
GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By Synthia M. Gunzel
Synthia M. Gunzel
Chief Deputy County Counsel

By Kezia Harper
Deputy

(SEAL)



Cooperative Agreement: County of Riverside and City of Jurupa Valley
Felspar Street Storm Drain, Stage 1
Jamestown Storm Drain, Stage 2
Bly Channel and Freeway Collector, Stage 5
Project Nos. 1-0-00081, 1-0-00260 and 1-0-00090
MS 185 - Jurupa Road Grade Separation Project
11/23/2020
RKM:blm:rlp

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By *Patricia Romo*
FOR PATRICIA ROMO
Director of Transportation

By *Karen S. Spiegel*
KAREN SPIEGEL, Chair
Board of Supervisors
FEB 02 2021

APPROVED AS TO FORM:

ATTEST:

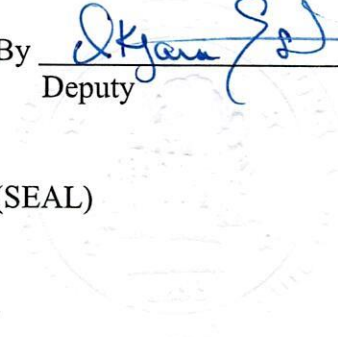
GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By *Kristine Bell-Valdez*
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By *Kecia Harper*
Deputy

(SEAL)



Cooperative Agreement: County of Riverside and City of Jurupa Valley
Felspar Street Storm Drain, Stage 1
Jamestown Storm Drain, Stage 2
Bly Channel and Freeway Collector, Stage 5
Project Nos. 1-0-00081, 1-0-00260 and 1-0-00090
MS 185 - Jurupa Road Grade Separation Project
11/23/2020
RKM:blm:rlp

RECOMMENDED FOR APPROVAL:

CITY OF JURUPA VALLEY

By Rod B. Butler
ROD BUTLER
City Manager

By Lorena Barajas
LORENA BARAJAS
Mayor

APPROVED AS TO FORM:

ATTEST:

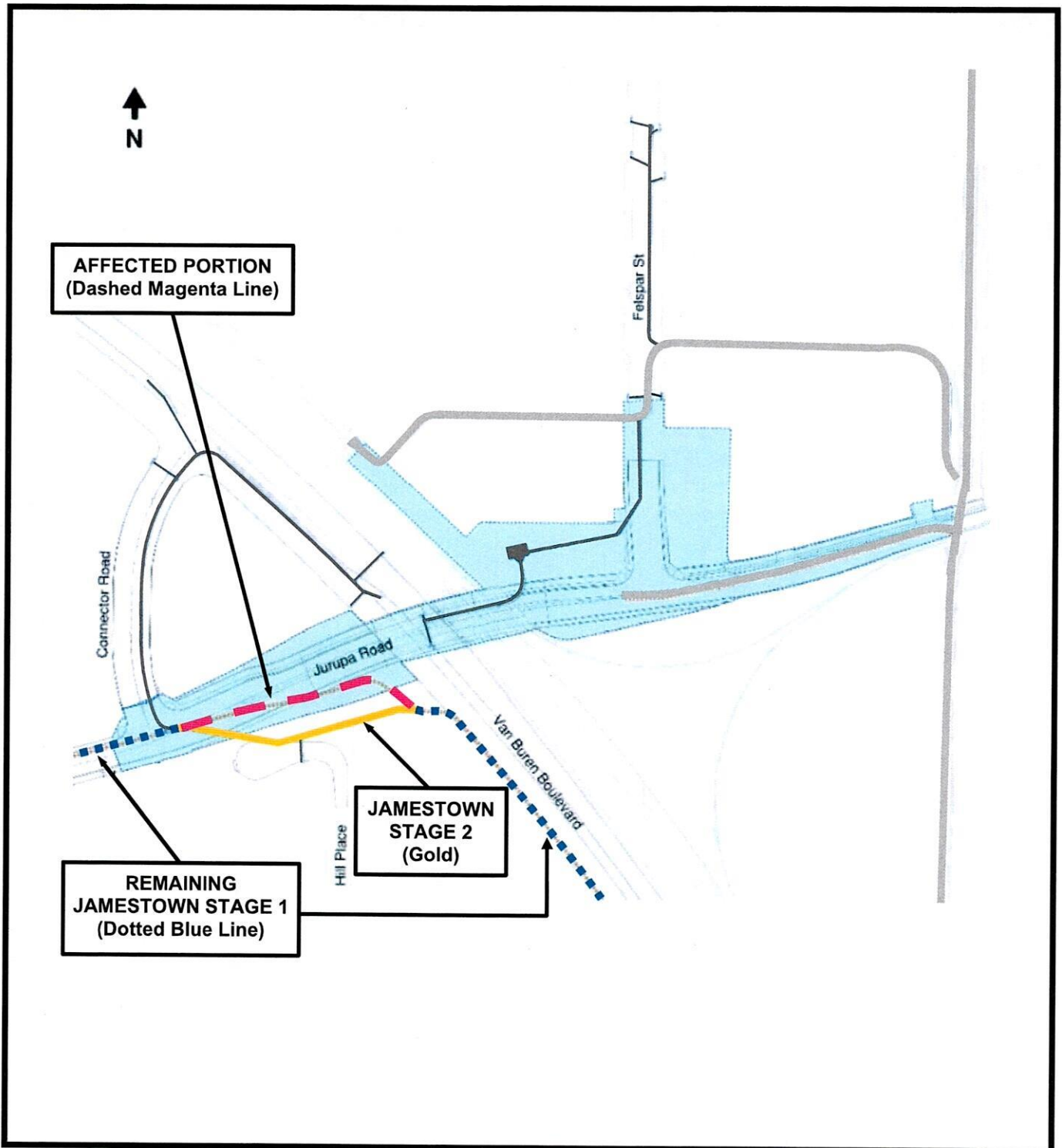
By Peter M. Thorson
PETER M. THORSON
City Attorney

By Victoria Wasco
VICTORIA WASKO
City Clerk

(SEAL)

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Exhibit A



COOPERATIVE AGREEMENT
Felspar Street Storm Drain, Stage 1
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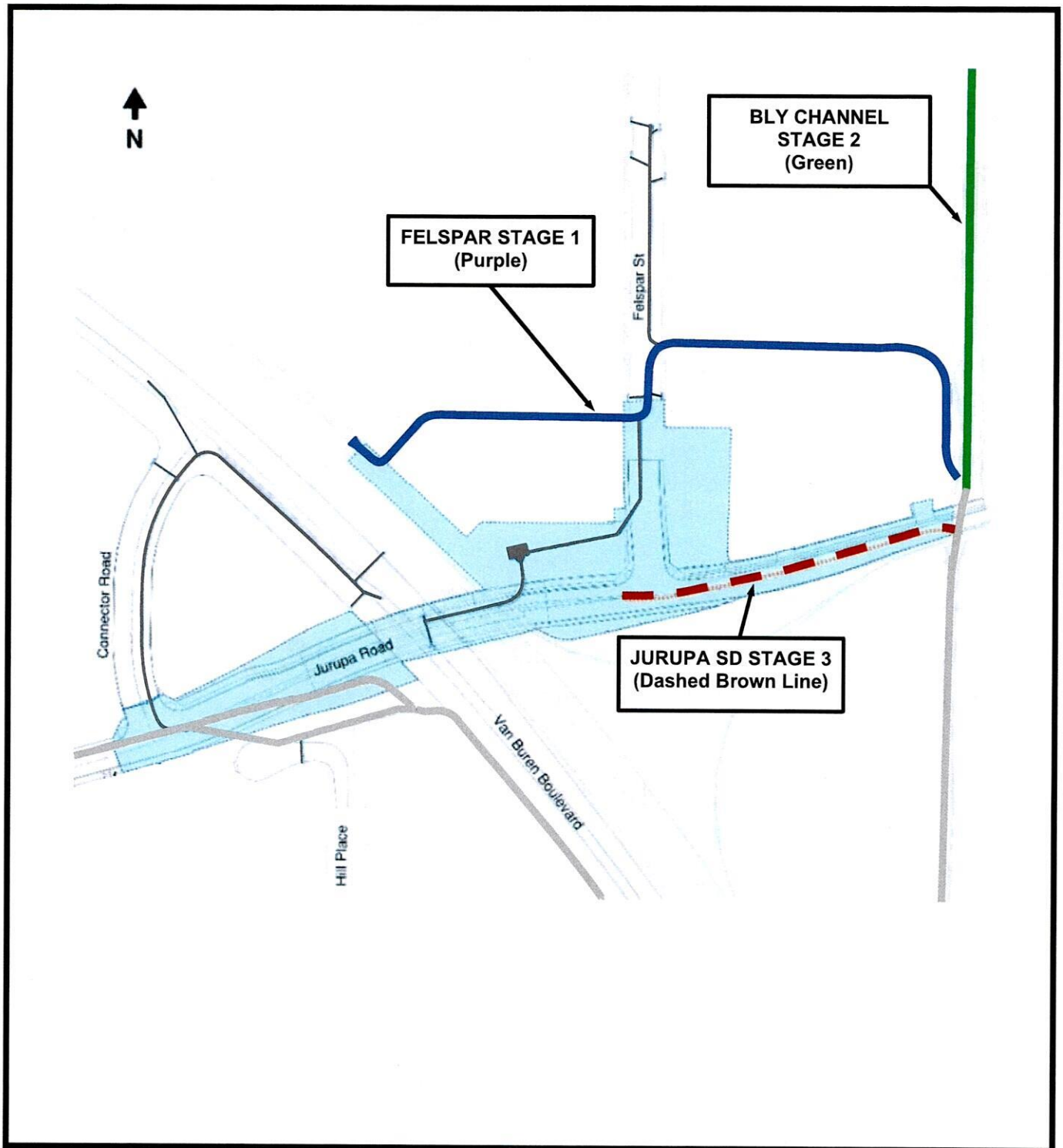


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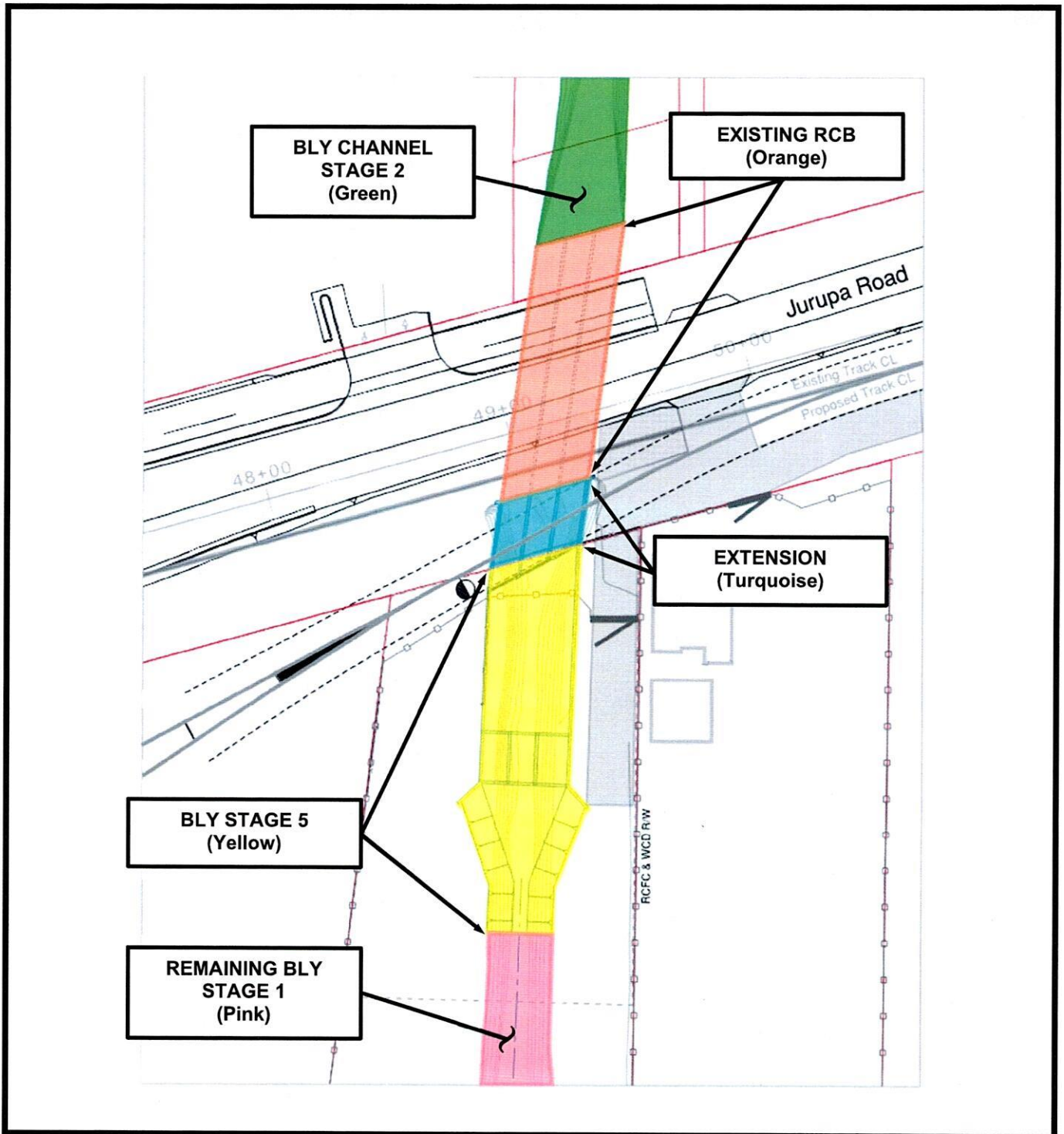


Exhibit B

DISTRICT's Required Insurance is as follows:

Without limiting or diminishing COUNTY's obligation to indemnify or hold DISTRICT and CITY harmless, COUNTY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, its officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. COUNTY shall require its construction contractor(s) to procure insurance coverage in compliance with this section.

A. Workers' Compensation:

If COUNTY's construction contractor(s) has employees as defined by the State of California, COUNTY's construction contractor(s) shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT and CITY.

B. Commercial General Liability:

Commercial General Liability insurance coverage including, but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of COUNTY's construction contractor(s) performance of its obligations hereunder. Policy shall name DISTRICT and CITY as Additional Insureds. Policy's limit of liability shall not

Exhibit B

be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then COUNTY's construction contractor(s) shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name DISTRICT and CITY as Additional Insureds.

D. Professional Liability:

COUNTY shall cause any architect or engineer retained by COUNTY in connection with the performance of COUNTY's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. COUNTY shall require that if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of or

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prior to the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. Pollution and Asbestos Liability:

COUNTY's construction contractor(s) shall obtain, at its sole expense and keep in effect during the term of the contract, Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) covering COUNTY's construction contractor(s) liability for a third party bodily injury and property damage arising from pollution conditions caused by COUNTY's construction contractor(s) while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by DISTRICT. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance.

COUNTY's construction contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount

Exhibit B

shall be submitted to DISTRICT for review and approval. If COUNTY's construction contractor(s) maintains broader coverage and/or higher limits than the minimums shown above, DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by COUNTY's construction contractor(s). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to DISTRICT. In the event COUNTY's construction contractor(s) encounters materials on the site that are believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, COUNTY's construction contractor(s) shall immediately stop work in the area affected and report the condition to DISTRICT in writing. The work in the affected area shall not thereafter be resumed except by written agreement of DISTRICT, CITY and COUNTY if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB) or when it has been rendered harmless, by written agreement of DISTRICT, CITY and COUNTY. COUNTY's construction contractor(s) shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

F. General Insurance Provisions – All Lines:

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by DISTRICT's Risk Manager. If DISTRICT's Risk Manager waives a

Exhibit B

requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.

- ii. COUNTY's construction contractor(s) must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of DISTRICT's Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT and at the election of DISTRICT's Risk Manager, COUNTY's construction contractor(s) carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT; or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. COUNTY's construction contractor(s) shall cause their insurance carrier(s) or its contractor's insurance carrier(s) to furnish DISTRICT with: 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by DISTRICT's Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material

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modification, cancellation, expiration or reduction in coverage of such insurance. If COUNTY's construction contractor(s) insurance carrier(s) policies do not meet the minimum notice requirement found herein, COUNTY's construction contractor(s) shall cause COUNTY's construction contractor(s) insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

- iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- v. It is understood and agreed by the parties hereto that COUNTY's construction contractor(s) insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will

Exhibit B

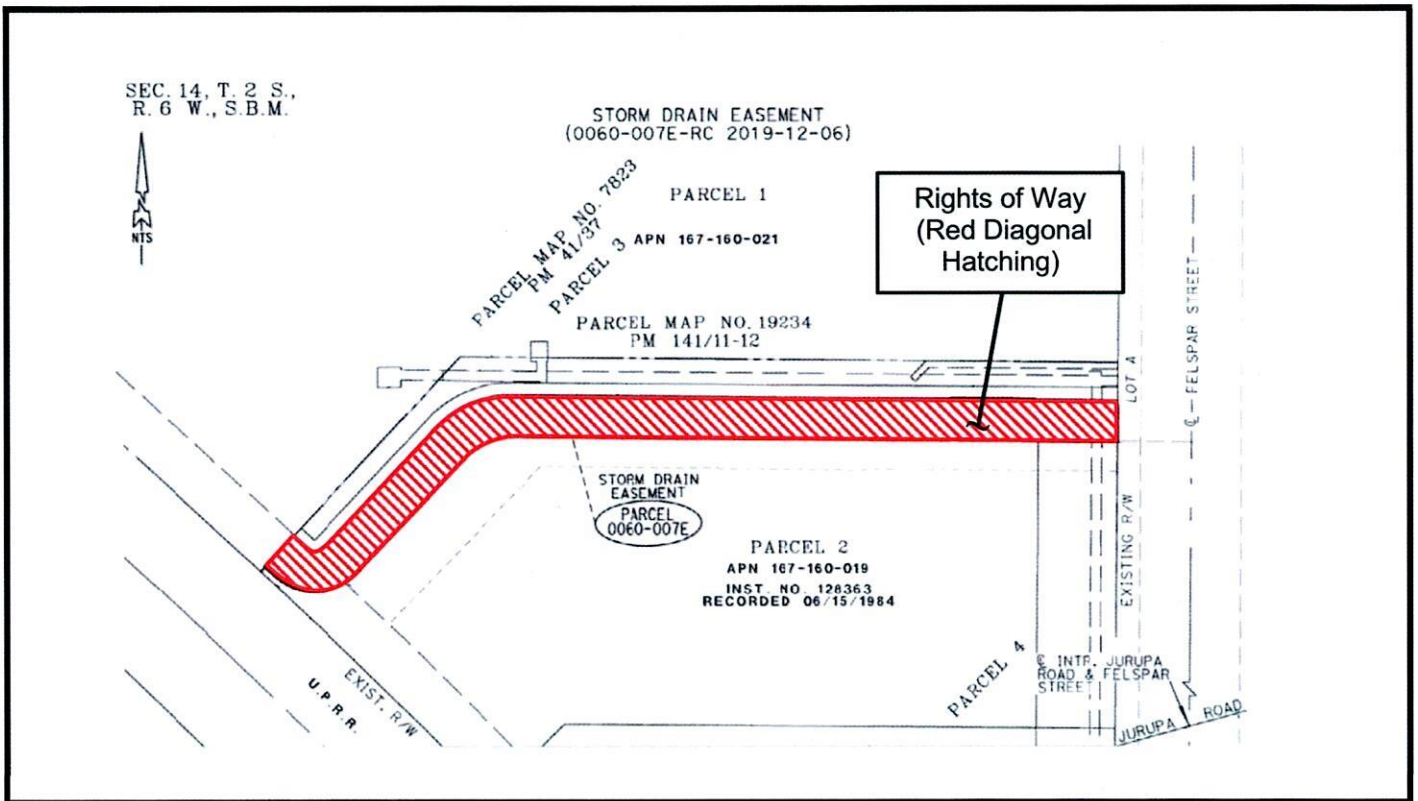
add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in DISTRICT's Risk Manager's reasonable judgment, the amount or type of insurance carried by COUNTY's construction contractor(s) has become inadequate.

- vii. COUNTY's construction contractor(s) shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- ix. COUNTY's construction contractor(s) agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

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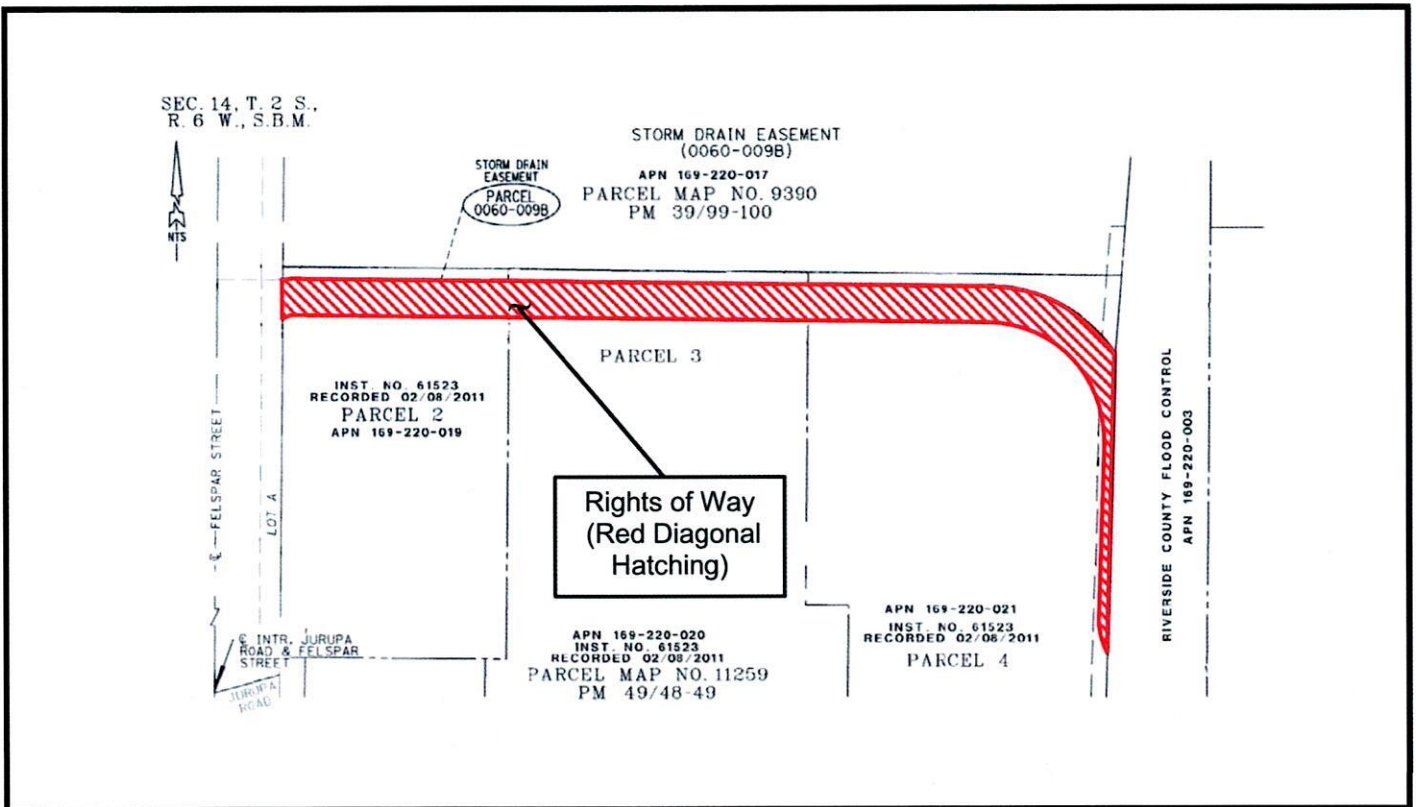
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Exhibit C



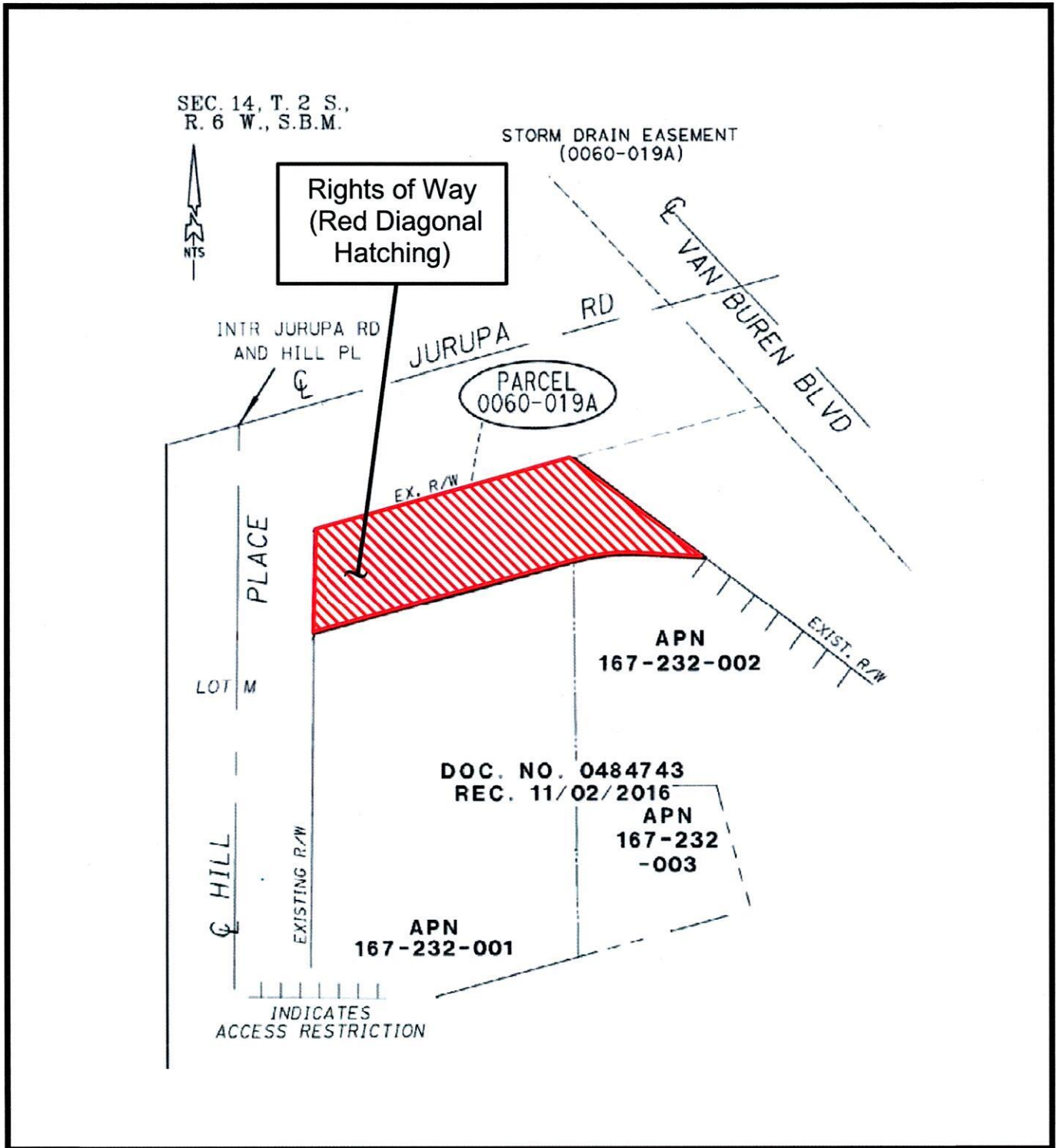
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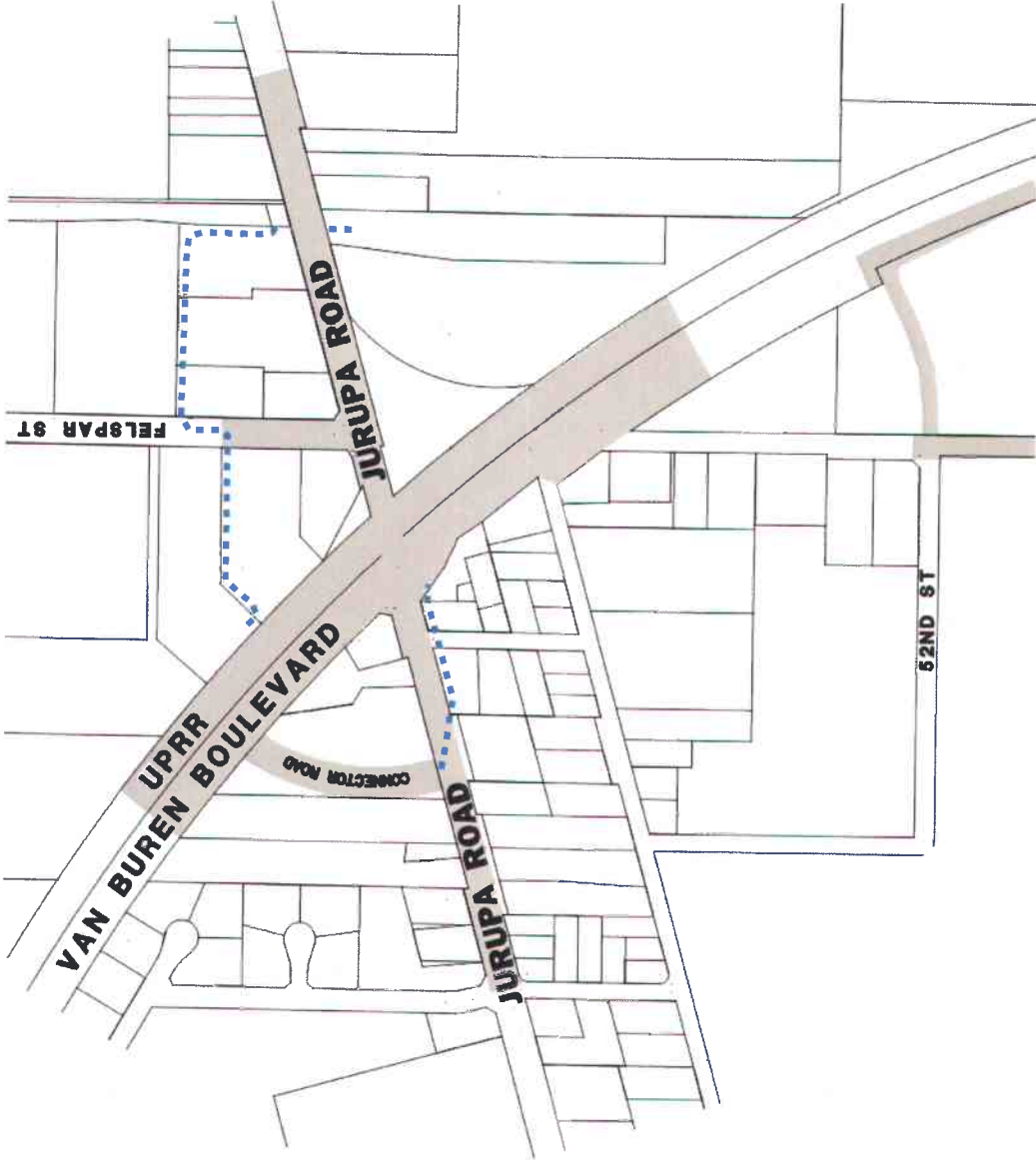
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Supervisor District: 2

LEGEND:

..... Proposed Facility

Project

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Attachment 1

VICINITY MAP