

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

408 B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
November 6, 2012

**SUBJECT:** Sunnymead MDP Line P-6, Stage 2  
Project No. 4-0-00716  
Cooperative Agreement  
District 5/District 5

**RECOMMENDED MOTION:**

Approve the Cooperative Agreement between the District and the City of Moreno Valley (City); and authorize the Chairman to execute the Cooperative Agreement documents on behalf of the District.

**BACKGROUND:**

This Agreement set forth the terms and conditions by which this storm drain facility is to be constructed and inspected by the District as part of a public works construction project and by which the City will grant the District the right to construct this facility within City rights of way.

Continued on page 2

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

<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:   
Michael R. Shetler

**County Executive Office Signature**

- Policy
- Policy
- Consent
- Consent

Dep't Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref.: District: 5<sup>th</sup>/5<sup>th</sup> Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

11.4

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS  
DATE: 11/5/12  
Departmental Concurrence

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

**SUBJECT:** Sunnymead MDP Line P-6, Stage 2  
Project No. 4-0-00716  
Cooperative Agreement  
District 5/District 5

**SUBMITTAL DATE:** November 6, 2012  
**Page 2**

**BACKGROUND (continued):**

Upon completion of the construction of this facility, the City will assume ownership, operation and maintenance responsibility of the storm drain facility including all inlets, catch basins and connector pipes.

The District is funding all construction and inspection costs. Future operation and maintenance costs will accrue to the City.

County Counsel has approved the Agreement as to legal form. The City has executed this Agreement.

**FINANCIAL:**

The District is funding all design, construction and inspection cost. Future maintenance and operational costs will accrue to the City.

ER:blj

COOPERATIVE AGREEMENT  
SUNNYMEAD MDP LINE P-6, STAGE 2  
(Project No. 4-0-00716)

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

RECITALS

A. DISTRICT has planned and budgeted for the construction of Sunnymead Master Drainage Plan (MDP) Line P-6, Stage 2, hereinafter called "PROJECT", as shown in concept on Exhibit "A" attached hereto and made a part hereof. PROJECT will be connected to an existing underground storm drain located within Eucalyptus Avenue east of Perris Boulevard in the City of Moreno Valley; and

B. PROJECT, as shown on DISTRICT Drawing No. 4-1030, consists of approximately 700 lineal feet of reinforced concrete pipe along with associated connector pipes and catch basins; and

C. DISTRICT is willing to (i) prepare plans and specifications for PROJECT in accordance with applicable DISTRICT and CITY standards, (ii) advertise, award and administer a public works construction contract for PROJECT, (iii) inspect the construction of PROJECT, and (iv) fund all costs for the design, construction and inspection of PROJECT as set forth herein; and

D. Construction of PROJECT will benefit CITY through reduced maintenance of its streets and improved traffic safety during periods of flooding to the extent that CITY is willing to (i) review and approve plans and specifications for PROJECT, (ii) grant DISTRICT the right to construct PROJECT within CITY rights of way, and (iii) upon completion of the construction of PROJECT, assume ownership, operation and maintenance responsibility of PROJECT; and

1 E. The purpose of this Agreement is to memorialize the understandings by and  
2 amongst CITY and DISTRICT with respect to the funding, construction, inspection, ownership,  
3 operation and maintenance of PROJECT; and

4 F. It is in the best interest of the public to proceed with the construction of PROJECT  
5 at the earliest possible date.

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

7 SECTION I

8 DISTRICT shall:

9  
10 1. Prepare, at its sole cost and expense, construction plans and specification  
11 documents for PROJECT in accordance with applicable DISTRICT and CITY standards and  
12 submit to CITY for review and approval prior to advertising a public works construction  
13 contract for PROJECT.

14 2. Pursuant to the California Environmental Quality Act (CEQA), act as the Lead  
15 Agency and assume responsibility for the preparation, circulation, and adoption of all necessary  
16 and appropriate CEQA documents pertaining to the construction, operation and maintenance of  
17 PROJECT.  
18

19 3. Secure, at its sole cost and expense, all necessary environmental, permits, licenses,  
20 agreements, approvals, rights of way, rights of entry and temporary construction easements as  
21 may be necessary for the construction, operation and maintenance of PROJECT unless  
22 otherwise provided herein.

23 4. Advertise, award and administer a public works contract for the construction of  
24 PROJECT.  
25

26 5. Provide CITY with written notice that DISTRICT has awarded a construction  
27 contract for PROJECT.  
28

1           6.    Notify CITY in writing at least twenty (20) days prior to the start of construction of  
2 PROJECT.

3           7.    Construct or cause to be constructed, PROJECT pursuant to a DISTRICT  
4 administered public works contract in accordance with DISTRICT and CITY approved plans  
5 and specifications and pay all costs associated therewith.

6           8.    Inspect the construction of PROJECT including all surveying and materials testing.

7           9.    At its own expense, relocate all sanitary sewers and all other utilities which conflict  
8 with the construction of PROJECT and cannot be ordered to relocate by CITY at the utility  
9 company's expense.  
10

11           10.   Within two (2) weeks of completing PROJECT construction, provide CITY with  
12 written notice that PROJECT construction is substantially complete and request CITY to  
13 conduct a final inspection of PROJECT.

14           11.   Provide CITY with a copy of the Notice of Completion.

15           12.   Provide CITY with a duplicate copy of 'Record Drawing' plans for PROJECT  
16 following DISTRICT'S acceptance of PROJECT construction as being complete.  
17

## SECTION II

18  
19           CITY shall:

20           1.    Review and approve PROJECT plans and specifications, at its sole cost and  
21 expense, prior to DISTRICT advertising PROJECT for construction bids.

22           2.    Grant DISTRICT, by execution of this Agreement, all rights to construct, inspect  
23 operate and maintain PROJECT within CITY rights of way.

24           3.    Issue a no fee encroachment permit to DISTRICT'S contractor(s) to construct  
25 PROJECT within CITY rights of way.  
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1 4. With the exception of sanitary sewers, relocate, or cause to be relocated at its own  
2 expense, all CITY owned utilities that are in conflict with the construction of PROJECT.

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

6 6. Inspect construction of PROJECT, at its sole cost and expense, as set forth in  
7 Section III.1.

8 7. Upon receipt of DISTRICT'S written notice that PROJECT construction is  
9 substantially complete as set forth in Section I.10, conduct a final inspection of PROJECT.  
10

11 8. Accept ownership and sole responsibility for the operation and maintenance of  
12 PROJECT upon (i) receipt of DISTRICT'S Notice of Completion as set forth in Section I.11 and  
13 (ii) receipt of a duplicate copy of 'Record Drawing' plans for PROJECT as set forth in Section  
14 I.12.

### 15 SECTION III

16 It is further mutually agreed:

17 1. CITY personnel may observe and inspect all work being done on PROJECT but  
18 shall provide any comments to DISTRICT personnel who shall be responsible for all  
19 communications with DISTRICT construction contractor(s).  
20

21 2. Except as otherwise provided herein, all construction work involved with  
22 PROJECT shall be inspected by DISTRICT but shall not be deemed complete until DISTRICT  
23 and CITY mutually agree that construction is completed.  
24

25 3. In the event CITY desires to include any additional work as part of PROJECT,  
26 CITY shall submit a written request to DISTRICT describing the additional work desired and  
27 agree to pay DISTRICT for any agreed upon work requested. Payment for any additional work  
28

1 shall be based upon actual quantities of materials installed at the contract unit prices bid or at the  
2 negotiated change order prices.

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

15 5. DISTRICT shall indemnify, defend, save and hold harmless CITY (including its  
16 officers, elected and appointed officials, employees, agents, representatives, independent  
17 contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action,  
18 present or future, based upon, arising out of or in any way relating to DISTRICT (including its  
19 officers, Board of Supervisors, elected and appointed officials, employees, agents,  
20 representatives, independent contractors, and subcontractors) actual or alleged acts or omissions  
21 related to this Agreement, performance under this Agreement, or failure to comply with the  
22 requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily  
23 injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature  
24 whatsoever.  
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1           6. Any waiver by DISTRICT or CITY of any breach by the other of any one or more  
 2 of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other  
 3 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to  
 4 require from the others exact, full and complete compliance with any terms of this Agreement  
 5 shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or  
 6 CITY from enforcement hereof.

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

10 RIVERSIDE COUNTY FLOOD CONTROL	CITY OF MORENO VALLEY
11 AND WATER CONSERVATION DISTRICT	14177 Frederick Street
12 1995 Market Street	Moreno Valley, CA 92553
Riverside, CA 92501	Attn: Mark Sambito
Attn: Design I Section	

13           8. If any provision in this Agreement is held by a court of competent jurisdiction to  
 14 be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect  
 15 without being impaired or invalidated in any way.

16           9. This Agreement is to be construed in accordance with the laws of the State of  
 17 California.

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

21           11. This Agreement is the result of negotiations between the parties hereto, and with  
 22 the advice and assistance of their respective counsel. No provision contained herein shall be  
 23 construed against DISTRICT solely because, as a matter of convenience, it prepared this  
 24 Agreement in its final form.  
 25  
 26  
 27  
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1           12. This Agreement is intended by the parties hereto as a final expression of their  
2 understanding with respect to the subject matter hereof, and is a complete and exclusive  
3 statement of the terms and conditions thereof. This Agreement may be changed or modified  
4 only upon the written consent of the parties hereto.

5           13. This Agreement may be executed and delivered in any number of counterparts or  
6 copies, hereinafter called "COUNTERPART", by the parties hereto. When each party has  
7 signed and delivered at least one COUNTERPART to the other parties hereto, each  
8 COUNTERPART shall be deemed an original and, taken together, shall constitute one and the  
9 same Agreement, which shall be binding and effective as to the parties hereto.  
10

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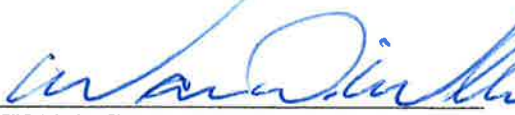
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IN WITNESS WEHREOF, the parties hereto have executed this Agreement on

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(to be filled in by the Clerk of the Board)

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


By  By \_\_\_\_\_  
WARREN D. WILLIAMS MARION ASHLEY, Chairman  
General Manager-Chief Engineer 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 R. KIPNIS  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

Cooperative Agreement: Sunnymead MDP Line P-6, Stage 2  
5/3/12  
EWR:blj

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RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY

By   
AHMAD ANSARI  
Public Works Director/City Engineer

By   
HENRY GARCIA  
*for* City Manager

APPROVED AS TO FORM:

ATTEST:

By   
*for* ROBERT HANSEN  
City Attorney

By   
JANE HALSTEAD  
City Clerk

(SEAL)

Cooperative Agreement: Sunnymead MDP Line P-6, Stage 2  
5/3/12  
EWR:blj

SUNNYMEAD MDP LINE P-6  
STAGE 2  
PROJECT NO. 4-0-00716

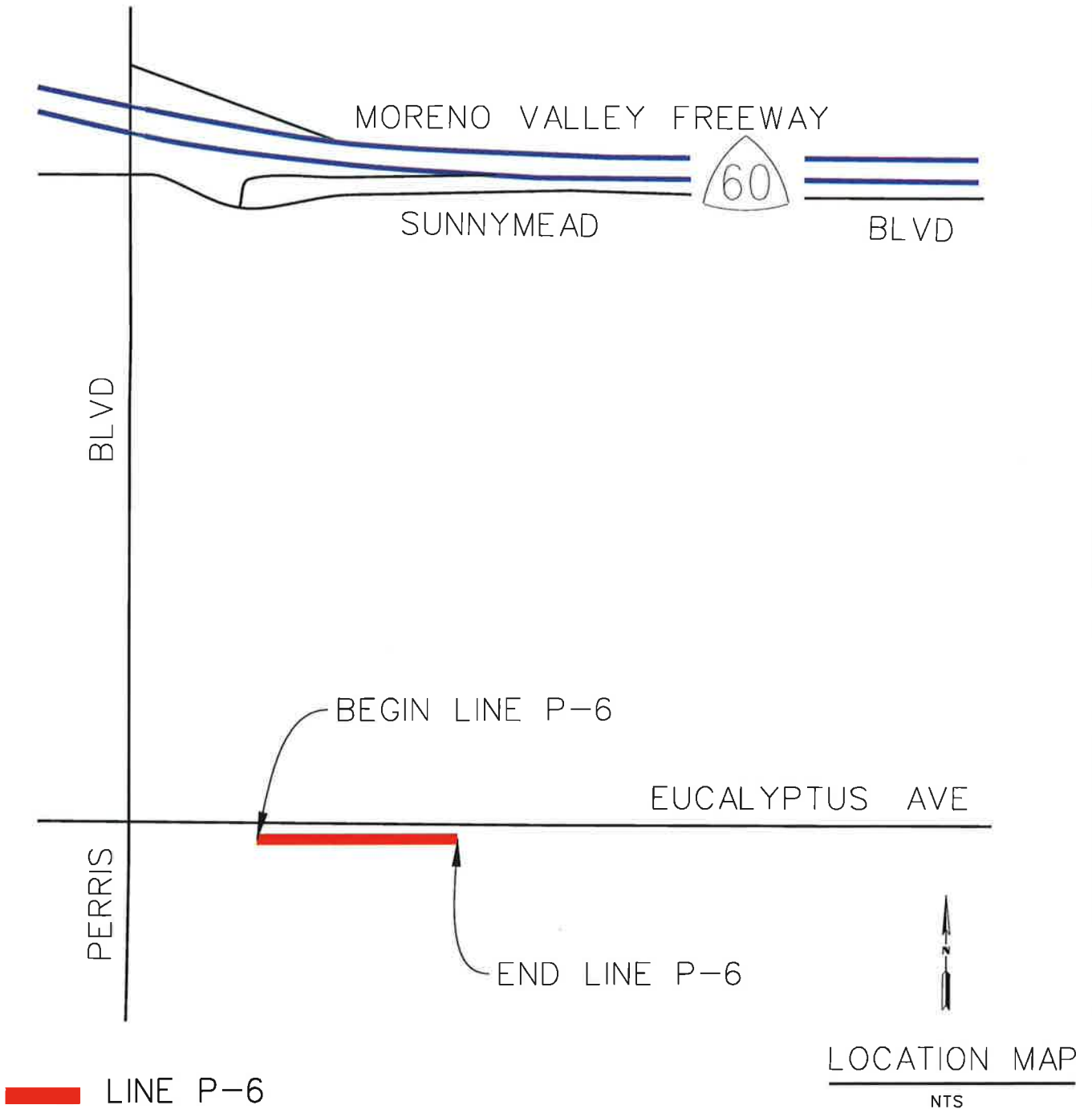


EXHIBIT "A"