

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

606B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
March 12, 2013

SUBJECT: Sunnymead Master Drainage Plan – Line B, Stage 3
Project No. 4-0-00011
Cooperative Agreement
District Five/District Five

RECOMMENDED MOTION:

1. Approve the Cooperative Agreement (Agreement) between the District, the City of Moreno Valley and the March Joint Powers Authority; and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

This Agreement sets forth the terms and conditions by which the District will construct the Sunnymead Master Drainage Plan (MDP) – Line B, Stage 3 project (aka Heacock Channel).

Continued on page 2

Steve Thomas
FOR **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: N/A	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*
Steven C. Horn, MPA

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
DATE: 2/13

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

Prev. Agn. Ref.:

District: 5th/5th

Agenda Number:

11-3

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

SUBJECT: Sunnymead Master Drainage Plan – Line B, Stage 3
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Page 2

BACKGROUND (continued):

Upon completion of project construction, the City of Moreno Valley and March Joint Powers Authority (MJPA) will assume ownership, operation and maintenance responsibilities of the project's associated appurtenances located within their respective rights of way while the District will accept ownership and responsibility for the operation and maintenance of mainline facility.

County Counsel has approved the Agreement as to legal form. The City of Moreno Valley and MJPA have executed the Agreement.

TT:blj

COOPERATIVE AGREEMENT

Sunnymead MDP – Line B, Stage 3 (Heacock Channel)
Project No. 4-0-00011

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

RECITALS

A. DISTRICT, CITY and MJPA wish to work collaboratively to expedite the completion of certain stormwater management facilities identified in DISTRICT'S Sunnymead Master Drainage Plan (MDP) as Line B, hereinafter called "HEACOCK CHANNEL-STAGE 3", in order to provide necessary flood control and drainage to the adjacent area; and

B. HEACOCK CHANNEL-STAGE 3 consists of the following channel segments: (i) from Cactus Avenue southerly to approximately 1,000 LF south of Meyer Drive, hereinafter called PHASE 1, (ii) from PHASE 1 southerly to March Air Reserve Base's (MARB) Z-Street Channel located approximately 1,000 LF south of Gentian Avenue, hereinafter called PHASE 2, and (iii) from Z-Street Channel southerly to Perris Valley Channel Lateral A, hereinafter called PHASE 3, as collectively shown in concept in red on Exhibit "A" attached hereto and made a part hereof. PHASE 1, PHASE 2 and PHASE 3 are hereinafter collectively called "DISTRICT DRAINAGE FACILITIES"; and

C. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of certain inlet structures, certain catch basins, connector pipes and any other associated improvements located within CITY held easements or rights of way, hereinafter called "CITY APPURTENANCES"; and

D. Associated with the construction of DISTRICT DRAINAGE FACILITIES

1 is the construction of certain inlet structures, certain catch basins, connector pipes and any other
2 associated improvements located within MJPA held easements or rights of way, hereinafter
3 called "MJPA APPURTENANCES"; and

4 E. Together DISTRICT DRAINAGE FACILITIES, CITY
5 APPURTENANCES and MJPA APPURTENANCES are hereinafter called "PROJECT"; and

6 F. All parties recognize and acknowledge that the complete engineering
7 design and subsequent construction of PHASE 3 will be deferred until such time that
8 significant funding is secured from the March Air Reserve Base (MARB) and/or from alternate
9 sources; and, therefore, CITY will limit its funding for engineering design, environmental
10 review, and regulatory permitting efforts on PHASE 3 to a preliminary design level analysis
11 and report, hereinafter called "PDR", consisting of properly defined design parameters such as
12 i) the vertical and horizontal alignments, (ii) channel configuration, and (iii) hydraulics capacity
13 necessary for PHASE 3 to ensure that PHASE 1 and PHASE 2 will be a fully functional flood
14 control system upon construction completion; and

15 G. With that said, CITY has budgeted one million two hundred fifty thousand
16 dollars (\$1,250,000) to fund MJPA to (i) prepare all aspects of engineering design, including
17 the preparation, processing, implementation and administration of all necessary environmental
18 studies and documents, environmental regulatory permits, and any associated mitigation
19 requirements for the construction, operation, and maintenance of PHASE 1 and PHASE 2, and
20 (ii) prepare a PDR for PHASE 3 as set forth herein; and

21 H. MJPA agrees to (i) administer a design contract, (ii) complete all necessary
22 environmental studies and documents, (iii) secure all necessary environmental regulatory
23 permits, (iv) implement all mitigation required as part of the environmental and regulatory
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1 permitting processes for the construction, operation, and maintenance of PHASE 1 and PHASE
2 2 and (v) prepare a PDR for PHASE 3 as set forth herein; and

3 I. MJPA shall collect drainage fees, hereinafter called "DRAINAGE FEES",
4 from those developments, including the master developer of March LifeCare Campus, that are
5 located within the MJPA jurisdiction and whose storm runoff is tributary to HEACOCK
6 CHANNEL-STAGE 3. MJPA agrees to forward to DISTRICT any DRAINAGE FEES
7 collected for the purpose of constructing PHASE 1 and/or PHASE 2 under the terms and
8 conditions of this Agreement.

9
10 J. MJPA has also conditioned the master developer of March LifeCare
11 Campus to fully fund and construct an ultimate bridge structure at Meyer Drive, hereinafter
12 called "BRIDGE". MJPA agrees to accept ownership and responsibility for the operation and
13 maintenance of BRIDGE upon completion of construction. In the event that MJPA chooses to
14 allow master developer of March LifeCare Campus, in lieu of constructing BRIDGE, to deposit
15 funding for BRIDGE construction in advance of DISTRICT DRAINAGE FACILITIES
16 construction, MJPA agrees to transfer said funds to DISTRICT for the construction of BRIDGE
17 as a part of DISTRICT'S construction for PHASE 1. DISTRICT is willing to incorporate
18 BRIDGE into its PHASE 1 construction contract provided that MJPA pays DISTRICT for the
19 cost of constructing BRIDGE as set forth herein; and

20
21 K. CITY and MJPA agree to fund and secure, respectively, all temporary
22 construction easements and permanent rights of way or easements necessary for the design,
23 construction, operation, and maintenance of PHASE 1 and PHASE 2; and

24
25 L. CITY and MJPA agree to fund and secure, respectively, all rights of way
26 and easements as may be necessary for all mitigation required as part of the environmental and
27 regulatory permitting processes to offset any potential adverse impacts associated with the
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1 design, construction, operation, and maintenance of PHASE 1 and PHASE 2; and

2 M. In the event that significant funding is secured from the MARB and/or
3 alternate sources for the completion of engineering design and subsequent construction of
4 PHASE 3, MJPA agrees to complete PHASE 3 by (i) administering a design contract, (ii)
5 completing all necessary environmental studies and documents, (iii) securing all necessary
6 environmental regulatory permits for the construction, operation and maintenance of PHASE 3,
7 (iv) securing all necessary temporary construction easements and permanent rights of way or
8 easements for construction, operation and maintenance of PHASE 3, (v) securing all rights of
9 way and easements as may be necessary for all mitigation required for construction, operation
10 and maintenance of PHASE 3, and (vi) implementing all mitigation required as part of the
11 environmental and regulatory permitting processes for the construction, operation, and
12 maintenance of PHASE 3; and

14 N. DISTRICT agrees to construct DISTRICT DRAINAGE FACILITIES
15 provided that (i) funding becomes available and is appropriately budgeted for and approved by
16 DISTRICT'S Board of Supervisors, and (ii) CITY and MJPA comply with all applicable terms
17 and conditions as set forth in this Agreement; and

19 O. DISTRICT may choose to construct DISTRICT DRAINAGE
20 FACILITIES either in segments or in its entirety depending upon the availability of funds; and

21 P. CITY and MJPA agree to accept ownership and responsibility for the
22 operation and maintenance of CITY APPURTENANCES and MJPA APPURTENANCES,
23 respectively, upon completion of construction; and

24 Q. DISTRICT agrees to accept ownership and responsibility for the operation
25 and maintenance of PHASE 1, PHASE 2 or PHASE 3 as applicable, upon completion of
26 construction for that particular segment of DISTRICT DRAINAGE FACILITIES; and
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1 R. MJPA agrees to continue to negotiate with MARB regarding MARB'S
2 financial participation in the design and construction of PHASE 3. In the event that MJPA is
3 successful in their negotiations, MJPA agrees to forward to DISTRICT any funding received
4 from MARB as a contribution for completion of PHASE 3 construction; and

5 S. DISTRICT, CITY and MJPA acknowledge it is in the best interest of the
6 public to proceed with the construction of PROJECT at the earliest possible date.

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

8 SECTION I

9 CITY shall:

10 1. Pursuant to California Environmental Quality Act (CEQA), act as a
11 Responsible Agency and, as such, will have the corresponding responsibility to fulfill the
12 obligations of a CEQA Responsible Agency with respect to PROJECT.

13 2. Pay MJPA to prepare, or cause to be prepared, separate plans and
14 specifications for PHASE 1 and PHASE 2, hereinafter called "PHASE 1 IMPROVEMENT
15 PLANS" and "PHASE 2 IMPROVEMENT PLANS", respectively, in accordance with
16 applicable CITY and DISTRICT standards and to submit to DISTRICT for review and
17 approval.
18 approval.

19 3. Pay MJPA to prepare, or cause to be prepared, PDR for PHASE 3.

20 4. Secure or cause to be secured, all necessary rights of way, easements,
21 rights of entry and temporary construction easements as may be needed to construct, inspect,
22 mitigate, operate and maintain PHASE 1 and PHASE 2 located within CITY'S jurisdictional
23 boundaries.
24 boundaries.

25 5. Pay MJPA to secure, or cause to be secured, all necessary permits,
26 approvals, licenses or agreements required by any Federal, State, or local resource or regulatory
27 approvals, licenses or agreements required by any Federal, State, or local resource or regulatory
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1 agencies pertaining to the construction, operation and maintenance of PHASE 1 and PHASE 2.
2 Such documents, hereinafter called "REGULATORY PERMITS", may include, but are not
3 limited to, a Section 404 permit issued by U.S. Army Corps of Engineers, a Section 401 Water
4 Quality Certification and/or Waste Discharge Requirements issued by the California Regional
5 Water Quality Control Board (CRWQCB) and/or State Water Resources Control Board, a
6 Streambed Alteration Agreement issued by the California Department of Fish and Wildlife.

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8 6. Pay MJPA to implement, or cause to be implemented, all environmental
9 mitigation required in association with the construction, operation and maintenance of PHASE
10 1 and PHASE 2.

11 7. Pay MJPA to prepare, or cause to be prepared, all rights of way and
12 easements documents deemed necessary by DISTRICT for the construction, operation and
13 maintenance of PHASE 1 and PHASE 2.

14 8. Provide DISTRICT with copies of all REGULATORY PERMITS for the
15 construction, operation and maintenance of PHASE 1 and PHASE 2, including any subsequent
16 renewal or amendments thereto, for review and approval prior to final execution or acceptance
17 by CITY or MJPA.

18 9. Provide DISTRICT, at the time of providing PHASE 1 and/or PHASE 2
19 IMPROVEMENT PLANS as set forth in Section I.2., and prior to DISTRICT'S solicitation of
20 bids for the construction of PHASE 1 and/or PHASE 2 pursuant to Section III.6., with duly
21 executed easement(s) to the public for flood control and drainage purposes, including ingress
22 and egress, or grant deed(s) of fee title where appropriate, for the rights of way deemed
23 necessary by DISTRICT for the construction, inspection, operation and maintenance of PHASE
24 1 and/or PHASE 2, as appropriate. The easement(s) or grant deed(s) shall be in a form
25 approved by DISTRICT and shall be executed by all legal and equitable owners of the property
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described in the easement(s) or grant deed(s).

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2 10. At the time of recordation of the conveyance document(s) as set forth in
3 Section I.9., furnish DISTRICT with policies of title insurance, each in the amount of not less
4 than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
5 easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the
6 estimated fee value, as determined by DISTRICT, for each fee parcel to be conveyed to
7 DISTRICT, guaranteeing DISTRICT'S interest in said property as being free and clear of all
8 liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), except
9 those which, in the sole discretion of DISTRICT, are deemed acceptable.
10

11 11. Grant DISTRICT, by execution of this Agreement, the right to construct,
12 inspect, operate and maintain PROJECT located within CITY owned rights of way or
13 easements.

14 12. Order the relocation of all utilities installed by permit or franchise within
15 CITY rights of way that are in conflict with PROJECT and which must be relocated at the
16 utility company's expense.
17

18 13. At its sole cost and expense, conduct periodic inspections of PHASE 1,
19 PHASE 2 and/or BRIDGE construction, as applicable, for quality control purposes.

20 14. Upon completion of any segments of PROJECT construction and CITY'S
21 receipt of DISTRICT'S Notice of Completion, assume ownership and sole responsibility for the
22 operation and maintenance of CITY APPURTENANCES.
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SECTION II

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2 MJPA shall:

3 1. Pursuant to CEQA, assume the sole Lead Agency role for preparation,
4 circulation and adoption of all necessary and appropriate CEQA documents pertaining to the
5 construction, operation and maintenance of PROJECT.

6 2. Prepare, or cause to be prepared, PHASE 1 IMPROVEMENT PLANS and
7 PHASE 2 IMPROVEMENT PLANS as set forth in Section I.2., in accordance with applicable
8 CITY and DISTRICT standards, and submit to CITY and DISTRICT for their review and
9 approval. In the event that MJPA secured significant funding from the MARB and/or from
10 alternate sources for the completion of engineering design and subsequent construction of
11 PHASE 3, MJPA shall also prepare, or cause to be prepared, plans and specifications for
12 PHASE 3, hereinafter called "PHASE 3 IMPROVEMENT PLANS", in accordance with
13 applicable DISTRICT standards, and submit to DISTRICT for review and approval.
14

15 3. Prepare, or cause to be prepared, PDR for PHASE 3.

16 4. Secure, or cause to be secured, all necessary rights of way, easements,
17 rights of entry and temporary construction easements as may be needed to construct, inspect,
18 mitigate, operate and maintain PROJECT located outside of CITY'S jurisdictional boundaries.
19

20 5. Secure, or cause to be secured, all REGULATORY PERMITS necessary
21 for the construction, operation and maintenance of PROJECT.
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23 6. Ensure copies of all REGULATORY PERMITS, including any subsequent
24 renewal or amendments thereto, are provided to DISTRICT for review and approval prior to its
25 final execution or acceptance by CITY or MJPA.

26 7. Implement, or cause to be implemented, all environmental mitigation
27 required in association with the construction, operation and maintenance of PROJECT.
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1 8. Prepare, or cause to be prepared, all right of way documents deemed
2 necessary by DISTRICT for the construction, and operation and maintenance of PROJECT.

3 9. Ensure DISTRICT is provided, at the time of providing IMPROVEMENT
4 PLANS as set forth in Section II.2., and prior to DISTRICT'S soliciting of bids for the
5 construction of PROJECT pursuant to Section III.6., with duly executed easement(s) to the
6 public for flood control and drainage purposes, including ingress and egress, or grant deed(s) of
7 fee title where appropriate, for the rights of way deemed necessary by DISTRICT for the
8 construction, inspection, operation and maintenance of PROJECT. The easement(s) or grant
9 deed(s) shall be in a form approved by DISTRICT and shall be executed by all legal and
10 equitable owners of the property described in the easement(s) or grant deed(s).

12 10. At the time of recordation of the conveyance document(s) as set forth in
13 Section II.9., furnish DISTRICT with policies of title insurance, each in the amount of not less
14 than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
15 easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the
16 estimated fee value, as determined by DISTRICT, for each fee parcel to be conveyed to
17 DISTRICT, guaranteeing DISTRICT'S interest in said property as being free and clear of all
18 liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), except
19 those which, in the sole discretion of DISTRICT, are deemed acceptable.

21 11. Grant DISTRICT, by execution of this Agreement, the right to construct,
22 inspect, operate and maintain PROJECT within MIPA owned rights of way or easements.

24 12. Order the relocation of all utilities installed by permit or franchise within
25 MIPA rights of way that are in conflict with PROJECT and which must be relocated at the
26 utility company's expense.

27 13. Within thirty (30) months of execution of this Agreement, endeavor to
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1 have (i) the design for PHASE 1 and PHASE 2 completed, (ii) the PDR for PHASE 3
2 completed, (iii) all necessary environmental documents for PROJECT completed, (iv) all
3 necessary environmental permits for PROJECT secured, (v) all environmental mitigation
4 required in association with the construction, operation and maintenance of PHASE 1 and
5 PHASE 2 implemented, and (vi) all necessary rights of way for PHASE 1 and PHASE 2
6 secured.

7
8 14. In the event that MJPA wishes to have DISTRICT construct BRIDGE as
9 part of PHASE 1 construction;

- 10 (i) Submit a written request to DISTRICT (Attn: Design & Construction
11 Division) regarding MJPA'S intent for DISTRICT to construct
12 BRIDGE and provide all necessary documents for DISTRICT to
13 construct BRIDGE as part of its PHASE 1 construction contract prior
14 to DISTRICT advertising PHASE 1 for construction bids; and
15
16 (ii) Pay DISTRICT in the amount of 100% of bid price for BRIDGE
17 construction, hereinafter called "INITIAL PAYMENT", upon receipt
18 of DISTRICT invoice and bid documents; and
19
20 (iii) Pay DISTRICT for the difference between the final construction cost
21 of BRIDGE and MJPA'S INITIAL PAYMENT as established in
22 Section II.14.(ii) upon receipt of DISTRICT invoice as set forth in
23 Section III.17; and
24
25 (iv) Accept sole responsibility for ownership, operation and maintenance
26 of BRIDGE upon (a) receipt of DISTRICT'S Notice of Completion
27 of PHASE 1, and (b) receipt of reproducible copy of record drawing
28 plans for BRIDGE.

1 15. Within thirty (30) days of receiving written notice of DISTRICT'S intent to
2 advertise any phase of PROJECT for construction pursuant to Section III.6., forward to
3 DISTRICT any DRAINAGE FEES or other funds collected as a contribution for completion of
4 that particular phase of PROJECT construction, as appropriate.

5 16. At its sole cost and expense, conduct periodic inspections of PROJECT
6 and/or BRIDGE construction, as applicable, for quality control purposes.

7 17. Assume ownership and sole responsibility for the operation and
8 maintenance of MJPA APPURTENANCES upon (a) receipt of DISTRICT'S Notice of
9 Completion of PROJECT or any phase thereof, and (b) receipt of reproducible copy of record
10 drawing plans for PROJECT or any phase thereof.

11 18. At its sole cost and expense, pay for all MJPA'S administrative costs
12 associated with PROJECT.
13

14 SECTION III

15 DISTRICT shall:

16 1. Pursuant to CEQA, act as a Responsible Agency and, as such, will have
17 the corresponding responsibility to fulfill the obligations of a CEQA Responsible Agency with
18 respect to PROJECT.
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20 2. At its sole cost and expense, review, comment and approve, as appropriate,
21 all REGULATORY PERMITS, including any subsequent renewal or amendments thereto,
22 prior to final execution or acceptance by CITY and MJPA.

23 3. At its sole cost and expense, review, comment and approve, as appropriate,
24 PROJECT IMPROVEMENT PLANS.

25 4. At its sole cost and expense, review, comment and approve, as appropriate,
26 all rights of way documents necessary for the construction and operation and maintenance of
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1 PROJECT pursuant to Sections I.7 and II.8.

2 5. Record, or cause to be recorded, the easement(s) or grant deed(s) provided
3 by CITY and/or MJPA pursuant to Sections I.9 and II.9.

4 6. Provide CITY and MJPA with written notice that DISTRICT intends to
5 advertise PROJECT or any phase thereof for construction within thirty (30) days.

6 7. Advertise, award and administer a public works construction contract(s)
7 for PROJECT or any phase thereof at its sole discretion.

8 8. Provide CITY and MJPA with written notice that DISTRICT has awarded
9 a construction contract for PROJECT or any phase thereof.

10 9. Construct, or cause to be constructed, PROJECT or any phase thereof
11 pursuant to a DISTRICT administered public works construction contract, in accordance with
12 PROJECT IMPROVEMENT PLANS approved by DISTRICT, CITY and MJPA.

13 10. Construct, or cause to be constructed, BRIDGE as part of PHASE 1
14 provided MJPA'S written request as set forth in Section II.14 (i) allows adequate time for
15 DISTRICT to incorporate BRIDGE plans and specifications into its PHASE 1 construction
16 contract prior to DISTRICT advertising PHASE 1 for construction bids.

17 11. Invoice MJPA for INITIAL PAYMENT, at the time of providing written
18 notice to MJPA of the award of a construction contract, as set forth in Section III.8, for one
19 hundred percent (100%) of the construction bid price for BRIDGE in the event that DISTRICT
20 agrees to construct BRIDGE as part of its PHASE 1 construction contract.

21 12. Prior to commencing construction, schedule and conduct a pre-
22 construction meeting between DISTRICT, DISTRICT'S construction manager, DISTRICT'S
23 construction contractor(s), CITY and MJPA. DISTRICT shall notify CITY and MJPA at least
24 twenty (20) days prior to conducting the pre-construction meeting.
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1 13. Within two (2) weeks of completing construction, provide CITY and/or
2 MJPA with written notice that construction is substantially complete and request that CITY
3 and/or MJPA, as appropriate, conduct a final inspection of PROJECT or any phase thereof and
4 BRIDGE, if applicable.

5 14. Upon completion of construction but prior to CITY and MJPA'S
6 acceptance of CITY APPURTENANCES and MJPA APPURTENANCES, respectively, for
7 ownership and responsibility for operation and maintenance, provide CITY and MJPA with a
8 copy of the Notice of Completion and a set of reproducible record drawings of CITY
9 APPURTENANCES and MJPA APPURTENANCES, respectively.
10

11 15. Upon completion of BRIDGE construction but prior to MJPA'S acceptance
12 of BRIDGE for ownership and responsibility for operation and maintenance, provide MJPA
13 with a copy of the Notice of Completion and a set of reproducible record drawings of BRIDGE.

14 16. Upon completion of construction of PROJECT or any phase thereof
15 assume ownership and sole responsibility for the operation and maintenance of DISTRICT
16 DRAINAGE FACILITIES or that particular phase thereof.
17

18 17. Invoice MJPA for remainder of BRIDGE construction cost, provided that
19 the INITIAL PAYMENT is less than the final construction cost for BRIDGE. The invoice
20 shall include a detailed breakdown of all costs, including but not limited to payment vouchers
21 and other such documents as may be necessary, to establish the actual cost of construction.
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23 SECTION IV

24 It is further mutually agreed:

25 1. Any MJPA'S financial contribution received by DISTRICT shall be used
26 by DISTRICT solely for the purpose of constructing BRIDGE and/or PROJECT as set forth
27 herein.
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1 2. Except as otherwise provided herein, all construction work involved with
2 PROJECT or any phase thereof shall be inspected by DISTRICT and shall not be deemed
3 complete until approved and accepted as complete by DISTRICT.

4 3. CITY and MJPA personnel may observe and inspect all work being done
5 on PROJECT, or any phase thereof, and BRIDGE, as applicable, but shall provide any
6 comments to DISTRICT personnel who shall be solely responsible for all communications with
7 its construction contractor(s).

8 4. In the event MJPA desires to include any additional work as part of
9 BRIDGE construction contract, MJPA shall submit a written request to DISTRICT describing
10 the additional work desired and agree to pay DISTRICT for any agreed upon work requested.
11 Payment for any additional work shall be based upon actual quantities of materials installed at
12 the contract unit prices bid, or at the negotiated change order prices.

13 5. DISTRICT will, at its sole discretion, elect to construct PROJECT in
14 phase(s) as funding becomes available and is appropriately budgeted.

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

13 8. DISTRICT shall indemnify, defend, save and hold harmless CITY and
14 MJPA (including its officers, employees, agents, representatives, independent contractors and
15 subcontractors) from any liabilities, claim, damage, proceeding or action, present or future,
16 based upon, arising out of or in any way relating to DISTRICT (including its officers, Board of
17 Supervisors, elected and appointed officials, employees, agents, representatives, independent
18 contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement,
19 performance under this Agreement, or failure to comply with the requirements of this
20 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
21 payment of attorney's fees; and (d) any other element of any kind or nature whatsoever.
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23 9. Any notices sent or required to be sent to any party shall be mailed to the
24 following addresses:
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1 RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
2 1995 Market Street
3 Riverside, CA 92501
Attn: Assistant Chief Engineer
Steve Thomas

CITY OF MORENO VALLEY
Post Office Box 88005
Moreno Valley, CA 92220
Attn: Deputy Public Works Director/
Assistant City Engineer
Prem Kumar

4 MARCH JOINT POWERS AUTHORITY
5 23555 Meyer Drive
6 Riverside, CA 92518
7 Attn: Executive Director
Lori Stone

8
9 10. If any provision of this Agreement is held by a court of competent
10 jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless
11 continue in full force without being impaired or invalidated in any way.

12 11. This Agreement is to be construed in accordance with the laws of the State
13 of California.

14 12. Any action at law or in equity brought by any of the parties hereto for the
15 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of
16 competent jurisdiction in the County of Riverside, State of California, and the parties hereto
17 waive all provisions of law providing for a change of venue in such proceedings to any other
18 county.
19

20 13. This Agreement is the result of negotiations between the parties hereto and
21 with the advice and assistance of their respective counsel. No provision contained herein shall
22 be construed against DISTRICT solely because, as a matter of convenience, it prepared this
23 Agreement in final form.
24

25 14. Any waiver by DISTRICT, CITY or MJPA of any breach by the others of
26 any one or more of the terms of this Agreement shall not be construed to be a waiver of any
27 subsequent or other breach of the same or of any other term thereof. Failure on the part of
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DISTRICT, CITY or MJPA to require from the other exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT, CITY or MJPA from enforcement hereof.

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

16. DISTRICT, CITY and MJPA 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 other's facilities.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement

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

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

By *Steve Thomas*
for WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:
PAMELA J. WALLS
County Counsel

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By *Neal Kipnis*
NEAL KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement
Sunnymead MDP - Line B, Stage 3 (Heacock Channel)
02/04/13
TT:blj

1 RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY

A municipal corporation

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3 By



AHMAD R. ANSARI, P.E.
Public Works Director/City Engineer



HENRY GARCIA
City Manager

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7 APPROVED AS TO FORM:

ATTEST:

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JANE HALSTEAD

City Clerk

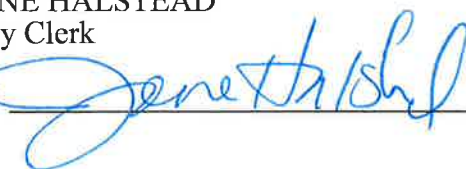
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10 By

 *foe*

SUZANNE BRYANT
Acting City Attorney

By



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(SEAL)

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Sunnymead MDP - Line B, Stage 3 (Heacock Channel)

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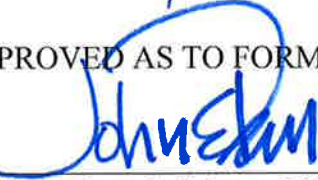
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MARCH JOINT POWERS AUTHORITY
A joint powers agency

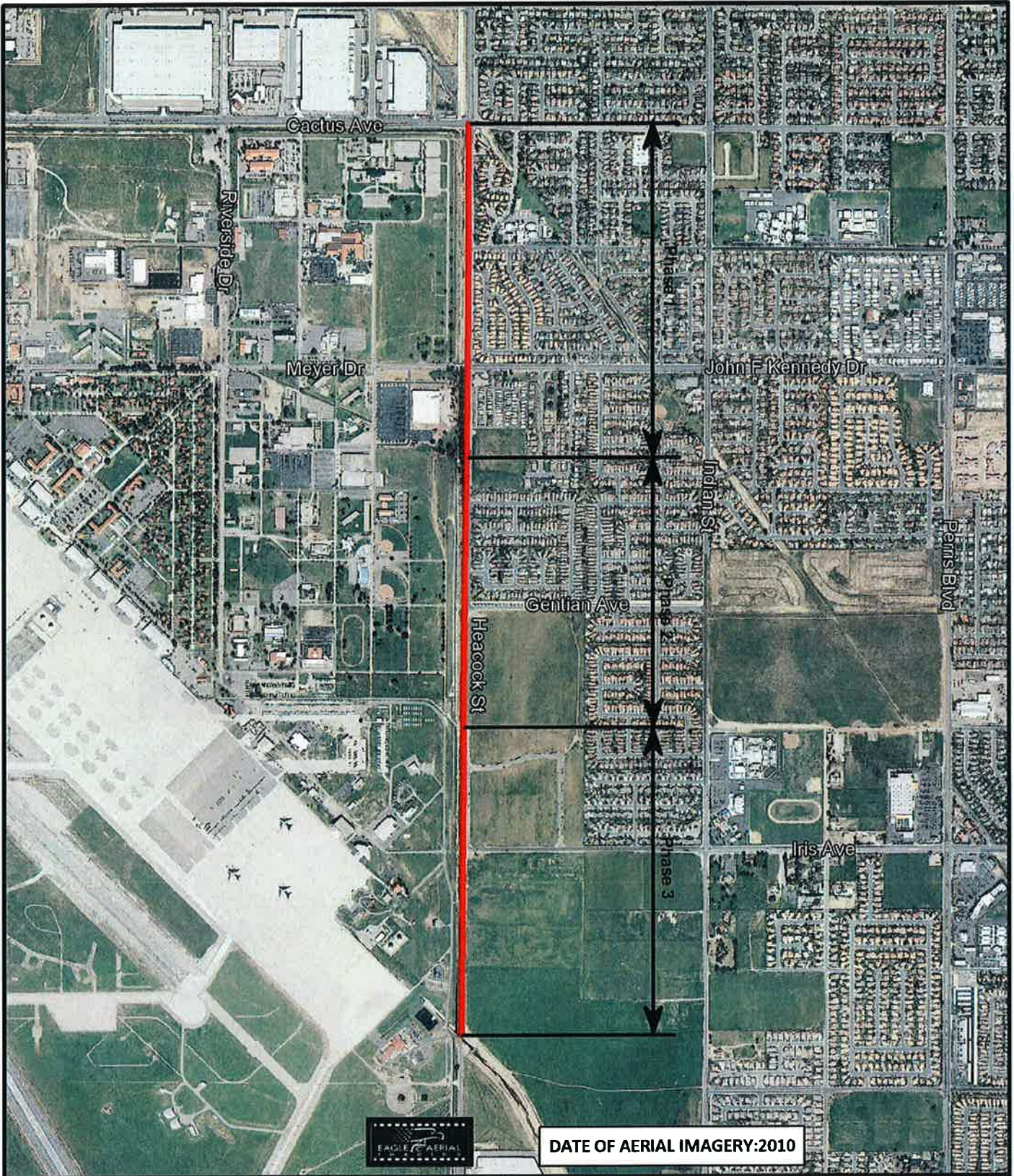
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By 
LORI STONE
Executive Director

ATTEST: 
Printed Name Carey L. Allen
Title Admin/Property Svcs/mgr

APPROVED AS TO FORM:
By 
Best, Best & Krieger LLP
MJPA General Counsel

Cooperative Agreement
Sunnymead MDP - Line B, Stage 3 (Heacock Channel)
02/04/13
TT:blj



RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

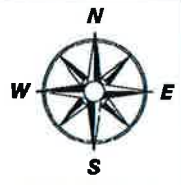
COOPERATIVE AGREEMENT
Sunnymead MDP - Line B, Stage 3 (Heacock Channel)
Project No. 4-0-00011

Exhibit A

LEGEND

 District Drainage Facilities

CONCEPTUAL



NOT TO SCALE