

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

922B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
July 15, 2014

SUBJECT: Approve Funding Agreement for Moreno Master Drainage Plan Lines K-1 (Stage 3) and K-4, Project Nos. 4-0-00766 and 4-0-00786, District 5/District 5, [\$500,000], District funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Funding Agreement between the District and City of Moreno Valley; and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

Summary

The City of Moreno Valley proposes to design and construct Moreno Master Drainage Plan Lines K-1 (Stage 3) and K-4. The Funding Agreement sets forth the terms and conditions by which the District will make a one-time contribution not to exceed \$500,000 for the design and construction of the Moreno Master Drainage Plan Lines K-1 (Stage 3) and K-4.

Continued on Page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 500,000	\$ 0	\$ 500,000	\$ 0	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 500,000	\$ 0	\$ 500,000	\$ 0	

SOURCE OF FUNDS: 25140 947460 527980 Zone 4 Const./Maint./Misc. contracts	Budget Adjustment: NO
	For Fiscal Year: N/A

C.E.O. RECOMMENDATION:

APPROVE

BY:
Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY:
JEANINE J. REY

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
DATE: 5/12/14
BY: NEAL R. KIPNIS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: | District: 5th/5th | Agenda Number:

11-9

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

FORM 11: Approve Funding Agreement for Moreno Master Drainage Plan Lines K-1 (Stage 3) and K-4, Project Nos. 4-0-00766 and -00786, District 5/District 5, [\$500,000], District funds 100%

DATE: July 15, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The estimated cost for the design and construction of Moreno Master Drainage Plan Lines K-1 (Stage 3) and K-4 is two million dollars (\$2,000,000). The City of Moreno Valley (City) has received a Hazard Mitigation Grant Program award in the amount of approximately \$1,442,000 for the design and construction of these storm drain improvements. The aforementioned grant would fund seventy-five percent (75%) of the design and construction costs for the project while requiring a twenty-five percent (25%) local funding match. The District will contribute an amount not to exceed \$500,000 for the design and construction of the Moreno Master Drainage Plan Lines K-1 (Stage 3) and K-4.

Upon completion of construction, the City will accept sole responsibility for the ownership, operation and maintenance of these storm drain improvements until such time that the District and City enter into a separate Cooperative Agreement setting forth the particular provisions by which the District will accept certain portions of these storm drain improvements for subsequent ownership, operation and maintenance.

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

Impact on Residents and Businesses

The District's financial contribution toward the City's project is funded by ad-valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. The San Timoteo Foothill residents will benefit from the storm drain improvements that are to be designed and constructed by the City.

SUPPLEMENTAL:

Additional Fiscal Information

Sufficient funding will be included in the District's proposed Zone 2 budget for FY 2014-15 and will also be included in the proposed budget in future years, as appropriate and necessary.

TT:bad:rlp
P8/160855

FUNDING AGREEMENT

Moreno Master Drainage Plan Lines K-1 (Stage 3) and K-4
Project Nos. 4-0-00766 and 4-0-00786

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. CITY has received a Hazard Mitigation Grant Program award in the
amount of approximately one million four hundred forty-two thousand dollars (\$1,442,000) for
the design and construction of Moreno Master Drainage Plan (MDP) Lines K-1 and K-4; and

B. The Moreno MDP Lines K-1 and K-4 consist of the following discrete
segments:

1. Moreno MDP Line K-1 – an underground storm drain from Pettit
Street approximately 700 lineal feet north of Juniper Avenue to
Kalmia Avenue, then continues east on Kalmia Avenue to Carrie
Lane where the alignment continues northerly on Carrie Lane to
Locust Avenue, hereinafter called "LINE K-1", as shown in concept
in blue on Exhibit A, attached hereto and made a part hereof;

2. Moreno MDP Line K-4 – an underground storm drain located within
Locust Avenue from Carrie Lane to Bonnie View Avenue, hereinafter
called "LINE K-4", as shown in concept in red on Exhibit A; and

C. The upstream terminus of LINE K-1 will be connected to LINE K-4.
Together, LINE K-1 and LINE K-4 are hereinafter called "PROJECT". The Engineer's
estimated cost for the design and construction of PROJECT is two million dollars (\$2,000,000);
and

1 D. The aforementioned grant would fund seventy-five percent (75%) of the
2 design and construction costs for PROJECT, while requiring a twenty-five percent (25%) local
3 funding match. The grant further requires CITY to complete the design and construction of
4 PROJECT by July 2016. CITY desires that DISTRICT contribute the twenty-five percent
5 (25%) local share of funding for the design and construction of PROJECT; and

6 E. DISTRICT wishes to support CITY'S efforts to design and construct
7 PROJECT by providing a financial contribution in an amount not to exceed five hundred
8 thousand dollars (\$500,000) as set forth herein; and

9 F. Pursuant to the California Environmental Quality Act (CEQA), CITY shall
10 act as Lead Agency and assume responsibility for preparation, circulation and adoption of all
11 necessary and appropriate CEQA documents pertaining to the construction, operation and
12 maintenance of PROJECT; and

13 G. CITY shall prepare or cause to be prepared the necessary plans and
14 specifications and shall be responsible for the advertising, award and administration of a public
15 works construction contract for the PROJECT; and

16 H. Upon completion of PROJECT construction, DISTRICT is willing to
17 accept PROJECT for ownership, operation and maintenance provided i) CITY constructs
18 PROJECT in accordance with DISTRICT approved PROJECT plans and specifications; ii)
19 DISTRICT staff performs construction inspection services throughout the construction of
20 PROJECT; and iii) CITY and DISTRICT enter into a separate Cooperative Agreement setting
21 forth the particular provisions by which DISTRICT will accept PROJECT for subsequent
22 ownership, operation and maintenance; and
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1 I. It is the intent of DISTRICT and CITY that this Agreement shall
2 principally address matters pertaining to the local share of funding for the design and
3 construction of PROJECT.

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

6 SECTION I

7 CITY shall:

8 1. Prepare or cause to be prepared, PROJECT construction plans and
9 specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable
10 DISTRICT and CITY standards and submit to DISTRICT for its review and approval, as
11 appropriate, prior to advertising PROJECT for construction bids.

12 2. Secure, at its sole cost and expense, all necessary rights of way, rights of
13 entry and temporary construction easements necessary to construct, inspect, operate and
14 maintain PROJECT.

15 3. Secure, at its sole cost and expense, all necessary permits, approvals,
16 licenses or agreements required by any federal, state or local resource or regulatory agencies
17 pertaining to the construction, operation and maintenance of PROJECT.

18 4. Advertise, award and administer a public works construction contract for
19 PROJECT.

20 5. Upon DISTRICT'S approval of IMPROVEMENT PLANS, invoice
21 DISTRICT for a total amount of not to exceed five hundred thousand dollars (\$500,000). The
22 invoice shall be supported by CITY'S bid abstracts for PROJECT.
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1 3. CITY shall indemnify, defend, save and hold harmless DISTRICT and
2 County of Riverside (including their respective officers, districts, special districts and
3 departments, their respective directors, officers, Board of Supervisors, elected and appointed
4 officials, employees, agents, representatives, independent contractors, and subcontractors) from
5 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of
6 or in any way relating to CITY'S (including its officers, employees, agents, representatives,
7 independent contractors, and subcontractors) actual or alleged acts or omissions related to this
8 Agreement, performance under this Agreement, or failure to comply with the requirements of
9 this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c)
10 payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

12 4. In the event of any arbitration, action or suit brought by either CITY or
13 DISTRICT against the other party by reason of any breach on the part of the other party of any
14 of the covenants and agreements set forth in this Agreement, or any other dispute between
15 DISTRICT and CITY concerning this Agreement, the prevailing party in any such action or
16 dispute, by a final judgment or arbitration award, shall be entitled to have and recover from the
17 other party all costs and expenses or claims, including but not limited to, attorney's fees and
18 expert witness fees. This section shall survive any termination of this Agreement.

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

24 6. Any and all notices sent or required to be sent to the parties of this
25 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:
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1 RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
2 1995 Market Street
Riverside, CA 92501
3 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

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

8 8. This Agreement is to be construed in accordance with the laws of the State
9 of California. Neither CITY nor DISTRICT shall assign this Agreement without the written
10 consent of the other party.

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

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

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

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

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(to be filled in by Clerk of the Board)

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

By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

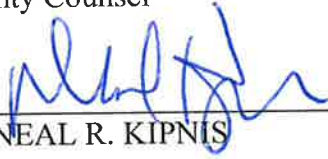
By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel


By _____
Deputy

(SEAL)

Funding Agreement: City of Moreno Valley
Moreno Master Drainage Plan Lines K-1 (Stage 3) and K-4
Project Nos. 4-0-00766 and 4-0-00786
05/07/14
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RECOMMENDED FOR APPROVAL:

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

CITY OF MORENO VALLEY
A municipal corporation

By 
MICHELLE DAWSON
City Manager

APPROVED AS TO FORM:

By 
SUZANNE BRYANT
City Attorney

ATTEST:

JANE HALSTEAD
City Clerk

By 

(SEAL)

Funding Agreement: City of Moreno Valley
Moreno Master Drainage Plan Lines K-1 (Stage 3) and K-4
Project Nos. 4-0-00766 and 4-0-00786
05/07/14
TT:bad
P8/160856

Exhibit A



FUNDING AGREEMENT

Moreno Master Drainage Plan Lines K-1 (Stage 3) and K-4
Project Nos. 4-0-00766 and 4-0-00786

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. CITY has received a Hazard Mitigation Grant Program award in the
amount of approximately one million four hundred forty-two thousand dollars (\$1,442,000) for
the design and construction of Moreno Master Drainage Plan (MDP) Lines K-1 and K-4; and

B. The Moreno MDP Lines K-1 and K-4 consist of the following discrete
segments:

1. Moreno MDP Line K-1 – an underground storm drain from Pettit
Street approximately 700 lineal feet north of Juniper Avenue to
Kalmia Avenue, then continues east on Kalmia Avenue to Carrie
Lane where the alignment continues northerly on Carrie Lane to
Locust Avenue, hereinafter called "LINE K-1", as shown in concept
in blue on Exhibit A, attached hereto and made a part hereof;

2. Moreno MDP Line K-4 – an underground storm drain located within
Locust Avenue from Carrie Lane to Bonnie View Avenue, hereinafter
called "LINE K-4", as shown in concept in red on Exhibit A; and

C. The upstream terminus of LINE K-1 will be connected to LINE K-4.
Together, LINE K-1 and LINE K-4 are hereinafter called "PROJECT". The Engineer's
estimated cost for the design and construction of PROJECT is two million dollars (\$2,000,000);
and

1 D. The aforementioned grant would fund seventy-five percent (75%) of the
2 design and construction costs for PROJECT, while requiring a twenty-five percent (25%) local
3 funding match. The grant further requires CITY to complete the design and construction of
4 PROJECT by July 2016. CITY desires that DISTRICT contribute the twenty-five percent
5 (25%) local share of funding for the design and construction of PROJECT; and

6 E. DISTRICT wishes to support CITY'S efforts to design and construct
7 PROJECT by providing a financial contribution in an amount not to exceed five hundred
8 thousand dollars (\$500,000) as set forth herein; and

9 F. Pursuant to the California Environmental Quality Act (CEQA), CITY shall
10 act as Lead Agency and assume responsibility for preparation, circulation and adoption of all
11 necessary and appropriate CEQA documents pertaining to the construction, operation and
12 maintenance of PROJECT; and

13 G. CITY shall prepare or cause to be prepared the necessary plans and
14 specifications and shall be responsible for the advertising, award and administration of a public
15 works construction contract for the PROJECT; and

16 H. Upon completion of PROJECT construction, DISTRICT is willing to
17 accept PROJECT for ownership, operation and maintenance provided i) CITY constructs
18 PROJECT in accordance with DISTRICT approved PROJECT plans and specifications; ii)
19 DISTRICT staff performs construction inspection services throughout the construction of
20 PROJECT; and iii) CITY and DISTRICT enter into a separate Cooperative Agreement setting
21 forth the particular provisions by which DISTRICT will accept PROJECT for subsequent
22 ownership, operation and maintenance; and
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1 I. It is the intent of DISTRICT and CITY that this Agreement shall
2 principally address matters pertaining to the local share of funding for the design and
3 construction of PROJECT.

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

6 SECTION I

7 CITY shall:

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9 1. Prepare or cause to be prepared, PROJECT construction plans and
10 specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable
11 DISTRICT and CITY standards and submit to DISTRICT for its review and approval, as
12 appropriate, prior to advertising PROJECT for construction bids.

13 2. Secure, at its sole cost and expense, all necessary rights of way, rights of
14 entry and temporary construction easements necessary to construct, inspect, operate and
15 maintain PROJECT.

16
17 3. Secure, at its sole cost and expense, all necessary permits, approvals,
18 licenses or agreements required by any federal, state or local resource or regulatory agencies
19 pertaining to the construction, operation and maintenance of PROJECT.

20 4. Advertise, award and administer a public works construction contract for
21 PROJECT.

22 5. Upon DISTRICT'S approval of IMPROVEMENT PLANS, invoice
23 DISTRICT for a total amount of not to exceed five hundred thousand dollars (\$500,000). The
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6. Construct or cause to be constructed PROJECT, pursuant to a CITY administered public works contract in accordance with IMPROVEMENT PLANS, and pay all costs associated therewith.

7. Supervise and inspect all aspects of PROJECT construction.

8. Upon completion of PROJECT construction and CITY'S acceptance thereof, accept sole responsibility for the ownership, operation and maintenance of PROJECT.

9. Upon completion of PROJECT construction, provide DISTRICT with a copy of CITY'S Notice of Completion.

SECTION II

DISTRICT shall:

1. Review and approve, as appropriate, IMPROVEMENT PLANS prior to CITY advertising PROJECT for construction bids.

2. Pay CITY, within thirty (30) days after receipt of CITY'S appropriate invoice as set forth in Section I.5.

SECTION III

It is further mutually agreed:

1. DISTRICT'S funding contribution for PROJECT shall not exceed a total sum of five hundred thousand dollars (\$500,000) and shall be used by CITY solely for the purpose of designing and constructing PROJECT as set forth herein.

2. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the design, construction, ownership, operation or maintenance of PROJECT. Nevertheless, CITY and DISTRICT anticipate entering into a separate Cooperative Agreement whereby the two parties will stipulate their respective responsibilities with regard to ownership, operation and maintenance of the constructed PROJECT.

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

12 4. In the event of any arbitration, action or suit brought by either CITY or
13 DISTRICT against the other party by reason of any breach on the part of the other party of any
14 of the covenants and agreements set forth in this Agreement, or any other dispute between
15 DISTRICT and CITY concerning this Agreement, the prevailing party in any such action or
16 dispute, by a final judgment or arbitration award, shall be entitled to have and recover from the
17 other party all costs and expenses or claims, including but not limited to, attorney's fees and
18 expert witness fees. This section shall survive any termination of this Agreement.

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

24 6. Any and all notices sent or required to be sent to the parties of this
25 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:
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1 RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
2 1995 Market Street
Riverside, CA 92501
3 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

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

8 8. This Agreement is to be construed in accordance with the laws of the State
9 of California. Neither CITY nor DISTRICT shall assign this Agreement without the written
10 consent of the other party.

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

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

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

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

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

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
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:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Funding Agreement: City of Moreno Valley
Moreno Master Drainage Plan Lines K-1 (Stage 3) and K-4
Project Nos. 4-0-00766 and 4-0-00786
05/07/14
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P8/160856

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RECOMMENDED FOR APPROVAL:

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

CITY OF MORENO VALLEY
A municipal corporation

By 
MICHELLE DAWSON
City Manager

APPROVED AS TO FORM:

By 
SUZANNE BRYANT
City Attorney

ATTEST:

JANE HALSTEAD
City Clerk

By 

(SEAL)

Funding Agreement: City of Moreno Valley
Moreno Master Drainage Plan Lines K-1 (Stage 3) and K-4
Project Nos. 4-0-00766 and 4-0-00786
05/07/14
TT:bad
P8/160856

Exhibit A



FUNDING AGREEMENT

Moreno Master Drainage Plan Lines K-1 (Stage 3) and K-4
Project Nos. 4-0-00766 and 4-0-00786

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hereinafter called "DISTRICT", and the City of Moreno Valley, hereinafter called "CITY",
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Locust Avenue from Carrie Lane to Bonnie View Avenue, hereinafter
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Together, LINE K-1 and LINE K-4 are hereinafter called "PROJECT". The Engineer's
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1 D. The aforementioned grant would fund seventy-five percent (75%) of the
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3 funding match. The grant further requires CITY to complete the design and construction of
4 PROJECT by July 2016. CITY desires that DISTRICT contribute the twenty-five percent
5 (25%) local share of funding for the design and construction of PROJECT; and
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7 E. DISTRICT wishes to support CITY'S efforts to design and construct
8 PROJECT by providing a financial contribution in an amount not to exceed five hundred
9 thousand dollars (\$500,000) as set forth herein; and

10 F. Pursuant to the California Environmental Quality Act (CEQA), CITY shall
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14 G. CITY shall prepare or cause to be prepared the necessary plans and
15 specifications and shall be responsible for the advertising, award and administration of a public
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18 H. Upon completion of PROJECT construction, DISTRICT is willing to
19 accept PROJECT for ownership, operation and maintenance provided i) CITY constructs
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21 DISTRICT staff performs construction inspection services throughout the construction of
22 PROJECT; and iii) CITY and DISTRICT enter into a separate Cooperative Agreement setting
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10 specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable
11 DISTRICT and CITY standards and submit to DISTRICT for its review and approval, as
12 appropriate, prior to advertising PROJECT for construction bids.

13 2. Secure, at its sole cost and expense, all necessary rights of way, rights of
14 entry and temporary construction easements necessary to construct, inspect, operate and
15 maintain PROJECT.

16
17 3. Secure, at its sole cost and expense, all necessary permits, approvals,
18 licenses or agreements required by any federal, state or local resource or regulatory agencies
19 pertaining to the construction, operation and maintenance of PROJECT.

20 4. Advertise, award and administer a public works construction contract for
21 PROJECT.

22 5. Upon DISTRICT'S approval of IMPROVEMENT PLANS, invoice
23 DISTRICT for a total amount of not to exceed five hundred thousand dollars (\$500,000). The
24 invoice shall be supported by CITY'S bid abstracts for PROJECT.
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1 3. CITY shall indemnify, defend, save and hold harmless DISTRICT and
2 County of Riverside (including their respective officers, districts, special districts and
3 departments, their respective directors, officers, Board of Supervisors, elected and appointed
4 officials, employees, agents, representatives, independent contractors, and subcontractors) from
5 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of
6 or in any way relating to CITY'S (including its officers, employees, agents, representatives,
7 independent contractors, and subcontractors) actual or alleged acts or omissions related to this
8 Agreement, performance under this Agreement, or failure to comply with the requirements of
9 this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c)
10 payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.
11

12 4. In the event of any arbitration, action or suit brought by either CITY or
13 DISTRICT against the other party by reason of any breach on the part of the other party of any
14 of the covenants and agreements set forth in this Agreement, or any other dispute between
15 DISTRICT and CITY concerning this Agreement, the prevailing party in any such action or
16 dispute, by a final judgment or arbitration award, shall be entitled to have and recover from the
17 other party all costs and expenses or claims, including but not limited to, attorney's fees and
18 expert witness fees. This section shall survive any termination of this Agreement.
19

20 5. This Agreement is made and entered into for the sole protection and benefit
21 of the parties hereto. No other person or entity shall have any right or action based upon the
22 provisions of this Agreement.
23

24 6. Any and all notices sent or required to be sent to the parties of this
25 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:
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1 RIVERSIDE COUNTY FLOOD CONTROL
2 AND WATER CONSERVATION DISTRICT
3 1995 Market Street
4 Riverside, CA 92501
5 Attn: Assistant Chief Engineer
6 Steve Thomas

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

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

10 8. This Agreement is to be construed in accordance with the laws of the State
11 of California. Neither CITY nor DISTRICT shall assign this Agreement without the written
12 consent of the other party.

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

18 10. This Agreement is made and entered into for the sole protection and benefit
19 of the 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
22 with the advice and assistance of their respective counsel. No provision contained herein shall
23 be construed against DISTRICT solely because, as a matter of convenience, it prepared this
24 Agreement in its final form.

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

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

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
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:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel


By _____
Deputy

(SEAL)

Funding Agreement: City of Moreno Valley
Moreno Master Drainage Plan Lines K-1 (Stage 3) and K-4
Project Nos. 4-0-00766 and 4-0-00786
05/07/14
TT:bad
P8/160856

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RECOMMENDED FOR APPROVAL:

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


CITY OF MORENO VALLEY
A municipal corporation

By 
MICHELLE DAWSON
City Manager

APPROVED AS TO FORM:

By 
SUZANNE BRYANT
City Attorney

ATTEST:

JANE HALSTEAD
City Clerk
By 

(SEAL)

Funding Agreement: City of Moreno Valley
Moreno Master Drainage Plan Lines K-1 (Stage 3) and K-4
Project Nos. 4-0-00766 and 4-0-00786
05/07/14
TT:bad
P8/160856

Exhibit A

