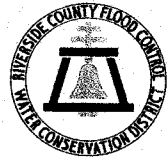


**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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

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:	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

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: November 6, 2012
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: 5th/5th

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

11.4

FORM APPROVED COUNTY COUNSEL
BY:
NEAL R. KIPNIS
DATE: 11/6/12
Departmental Concurrence

Dep't Recomm.: Policy Consent Policy Consent

**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

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

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

18 SECTION II

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

25 3. Issue a no fee encroachment permit to DISTRICT'S contractor(s) to construct
26 PROJECT within CITY rights of way.
27

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:
9

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
13 Riverside, CA 92501 Attn: Mark Sambito
14 Attn: Design I Section

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

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

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

23 11. This Agreement is the result of negotiations between the parties hereto, and with
24 the advice and assistance of their respective counsel. No provision contained herein shall be
25 construed against DISTRICT solely because, as a matter of convenience, it prepared this
26 Agreement in its final form.
27
28

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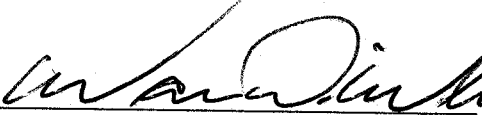
IN WITNESS WEHREOF, the parties hereto have executed this Agreement on

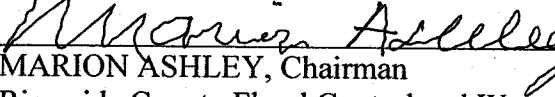
NOV 06 2012

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

RECOMMENDED FOR APPROVAL:

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

By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

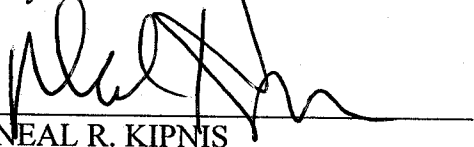
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

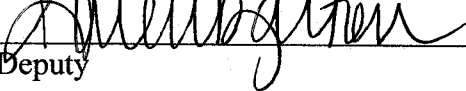
APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

By 
Deputy


(SEAL)

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
 City Manager

APPROVED AS TO FORM:

ATTEST:

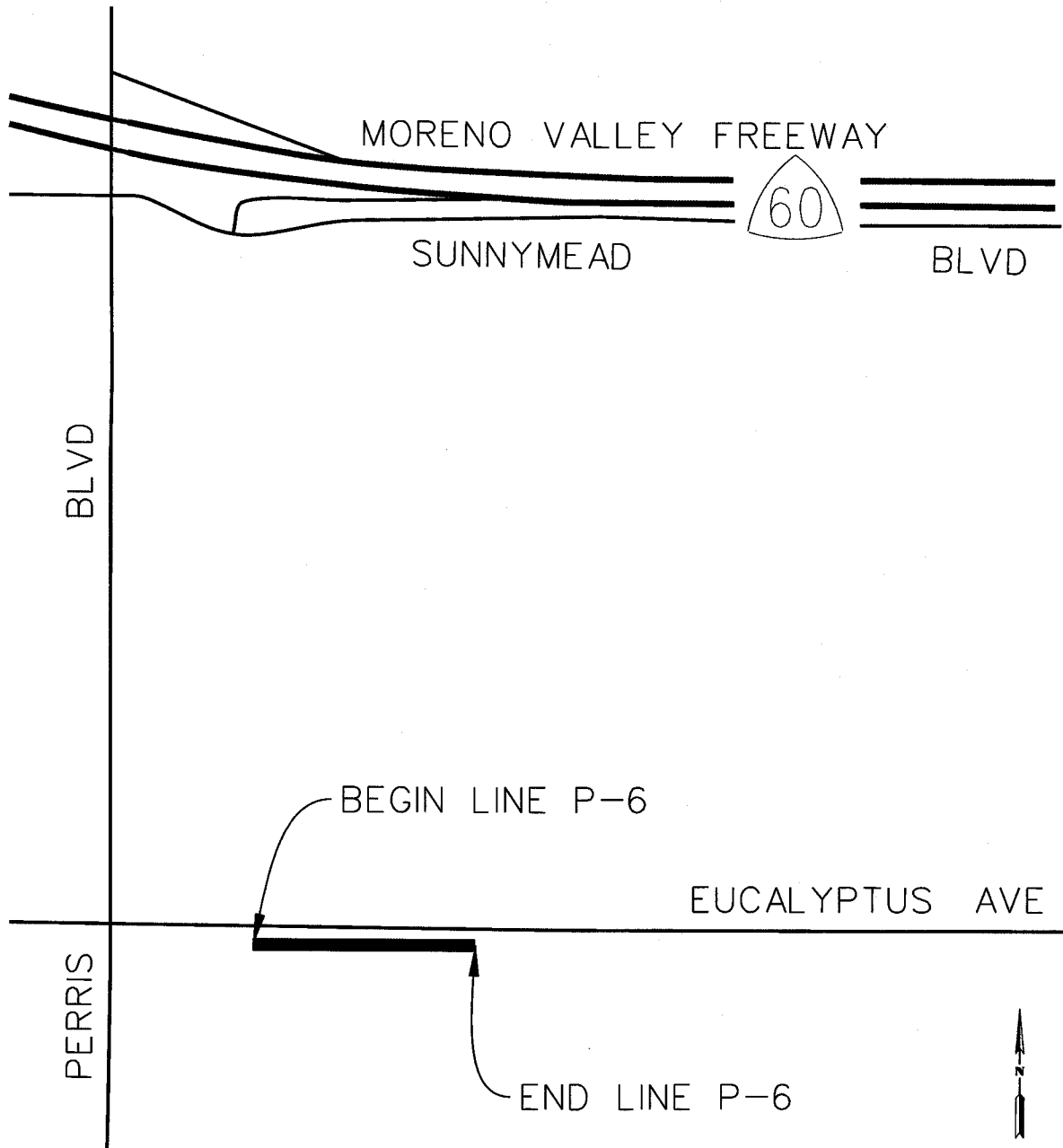
By 
for ROBERT HANSEN
City Attorney

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



█ LINE P-6

LOCATION MAP
NTS

EXHIBIT "A"