

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

706B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

June 4, 2013

SUBJECT: West End Moreno Master Drainage Plan Line LL, Stage 1
Project No. 4-0-00783-01
Cooperative Agreement
District Five/District Five

RECOMMENDED MOTION:

1. Approve the Cooperative Agreement (Agreement) between the District and the City of Moreno Valley (City); 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 this storm drain facility is to be constructed and inspected by the District as part of its ongoing Capital Improvement Program. Under the agreement, the City will grant the District the necessary rights to construct, operate and maintain this facility within City rights of way.

Continued on Page 2

Steve Thomas
FOR WARREN D. WILLIAMS
General Manager-Chief Engineer

**FINANCIAL
DATA**

Current F.Y. District Cost: N/A
Current F.Y. County Cost: N/A
Annual Net District Cost: N/A

In Current Year Budget: N/A
Budget Adjustment: N/A
For Fiscal Year: N/A

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*
Alex Gann

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Jeffries, Stone, Benoit and Ashley

Nays: None

Absent: Tavaglione

Date: June 4, 2013

Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

2013 JUN 5 10:58 AM

RECEIVED RIVERSIDE COUNTY

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

11-3

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE

R/C

Dept Recomm.: ☐ Consent ☐ Policy ☐
Per Exec. Ofc.: ☒ Consent ☒ Policy ☒

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

SUBJECT: Moreno Master Drainage Plan Line LL, Stage 1
Project No. 4-0-00783-01
Cooperative Agreement
District Five/District Five

SUBMITTAL DATE: June 4, 2013

Page 2

BACKGROUND (cont):

The storm drain improvements are to be jointly inspected by the District and City. Upon completion of the construction, the District will assume ownership, operation and maintenance of the mainline storm drain and the City will assume ownership, operation and maintenance of the associated laterals and appurtenances such as catch basins, connector pipes, etc.

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

AMR:blj

West End Moreno MDP Line LL, Stage 1
(Project No. 4-0-00783-01)

RECITALS

D. 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

1 E. CITY is willing to (i) review and approve plans and specifications for PROJECT,
2 (ii) grant DISTRICT the right to construct PROJECT within CITY rights of way, (iii) inspect
3 construction of PROJECT, and (iv) upon completion of PROJECT construction of, assume
4 ownership, operation and maintenance responsibility of APPURTENANCES; and

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

7 G. The purpose of this Agreement is to memorialize the understandings by and
8 amongst CITY and DISTRICT with respect to the funding, construction, inspection, ownership,
9 operation and maintenance of PROJECT.
10

11 H. NOW THEREFORE, the parties hereto mutually agree as follows:

12 SECTION I

13 DISTRICT shall:

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

19 2. Prepare, at its sole cost and expense, construction plans and specification
20 documents for PROJECT in accordance with applicable DISTRICT and CITY standards and
21 submit to CITY for review and approval prior to advertising a public works construction
22 contract for PROJECT.

23
24 3. Obtain all necessary rights of way, rights of entry and temporary construction
25 easements necessary to construct, inspect, operate and maintain PROJECT.
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1 4. Secure, at its sole cost and expense, all necessary permits, approvals, licenses or
2 agreements required by any Federal or State resource or regulatory agencies pertaining to the
3 construction, operation and maintenance of PROJECT.

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

6 6. Provide CITY with written notice that DISTRICT has awarded a construction
7 contract for PROJECT.

8 7. Notify CITY in writing at least twenty (20) days prior to the start of construction
9 of PROJECT.

10 8. Construct or cause to be constructed, PROJECT pursuant to a DISTRICT
11 administered public works contract in accordance with DISTRICT and CITY approved plans
12 and specifications and pay all costs associated therewith.

13 9. Inspect the construction of PROJECT.

14 10. At its own expense, relocate all sanitary sewers and all other utilities which
15 conflict with the construction of PROJECT, except for any utilities that CITY orders to be
16 relocated at the utility company's expense.

17 11. Not permit any change to or modification of CITY approved PROJECT plans and
18 specifications that would result in change of function or maintainability of
19 APPURTENANCES without the prior written permission and consent of CITY.

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

23 13. Provide CITY with a copy of the Notice of Completion upon completion of
24 PROJECT construction and settlement of any outstanding claims.
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1 14. Provide CITY with a duplicate copy of 'Record Drawing' plans for PROJECT
2 following DISTRICT'S acceptance of PROJECT construction as being complete.

3 SECTION II

4 CITY shall:

5 1. Act as a Responsible Agency under CEQA, and take all necessary and appropriate
6 action to comply with CEQA.

7 2. Review and approve PROJECT plans and specifications, at its sole cost and
8 expense, prior to DISTRICT advertising PROJECT for construction bids.

9 3. Grant DISTRICT, by execution of this Agreement, all rights to construct, inspect
10 operate and maintain PROJECT within CITY rights of way.

11 4. Issue a no fee encroachment permit to DISTRICT'S contractor(s) to construct
12 PROJECT within CITY rights of way.

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

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

18 7. Upon receipt of DISTRICT'S written notice that PROJECT construction is
19 substantially complete as set forth in Section I.12, conduct a final inspection of PROJECT.

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

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

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

3. CITY shall indemnify, defend, save and hold harmless DISTRICT and the County of Riverside (including their respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CITY (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b)

1 bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or
2 nature whatsoever.

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

14 5. Any waiver by DISTRICT or CITY of any breach by the other of any one or more
15 of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
16 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to
17 require from the others exact, full and complete compliance with any terms of this Agreement
18 shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or
19 CITY from enforcement hereof.
20

21 6. Any and all notices sent or required to be sent to the parties of this Agreement will
22 be mailed by first class mail, postage prepaid, to the following addresses:
23

24 RIVERSIDE COUNTY FLOOD CONTROL
25 AND WATER CONSERVATION DISTRICT
26 1995 Market Street
27 Riverside, CA 92501
28 Attn: Engineering Services Section

CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, CA 92553
Attn: Prem Kumar

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

4 8. This Agreement is to be construed in accordance with the laws of the State of
5 California.

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

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

13 11. This Agreement is intended by the parties hereto as a final expression of their
14 understanding with respect to the subject matter hereof, and is a complete and exclusive
15 statement of the terms and conditions thereof. This Agreement may be changed or modified
16 only upon the written consent of the parties hereto.

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

21 //

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

2 JUN 04 2013

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

4 RECOMMENDED FOR APPROVAL:

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

5
6 By Steve Thomas
7 For WARREN D. WILLIAMS
General Manager-Chief Engineer

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

9 APPROVED AS TO FORM:

ATTEST:

10 PAMELA J. WALLS
11 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

12
13 By Neal R. Kipnis
14 NEAL R. KIPNIS
Deputy County Counsel

By Kellie Boyton
Deputy

(SEAL)

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25 Cooperative Agreement
26 West End Moreno MDP Line LL, Stage 1
27 Project No. 4-0-00783-01
04/10/13
28 AMR:blj

CITY OF MORENO VALLEY

By 

AHMAD ANSARI

Director of Public Works/City Engineer

APPROVED AS TO FORM:

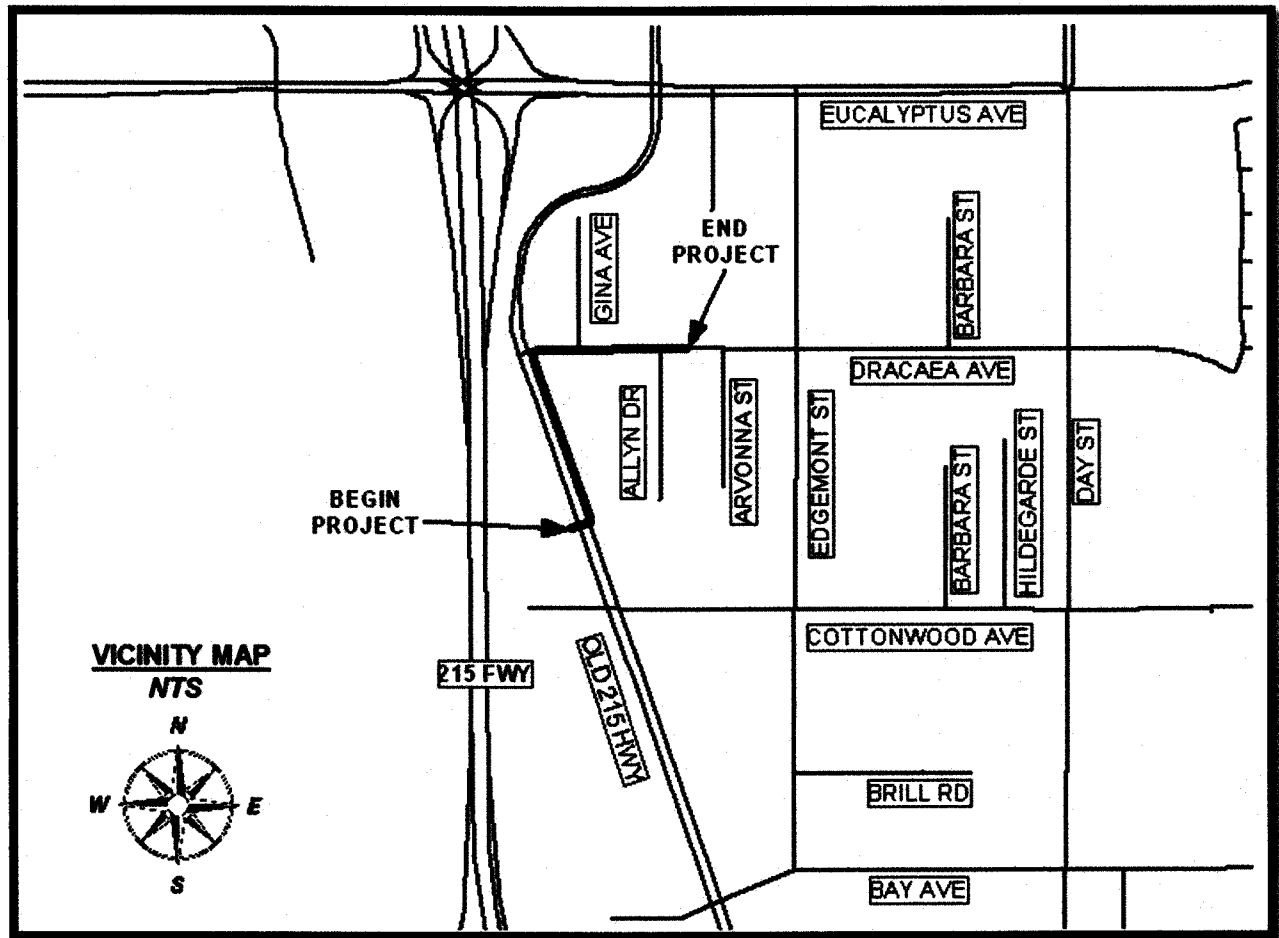
By 

SUZANNE BRYANT

Acting City Attorney

Cooperative Agreement
West End Moreno MDP Line LL, Stage 1
Project No. 4-0-00783-01
04/10/13
AMR:blj

Exhibit A



Cooperative Agreement
West End Moreno MDP Line LL, Stage 1
Project Number: 4-0-00783-01