

**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	
<b>SOURCE OF FUNDS:</b> 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 FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: July 15, 2014  
 xc: Flood

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

Prev. Agn. Ref.:

District: 5<sup>th</sup>/5<sup>th</sup>

Agenda Number:

11-9

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

FOR APPROVAL BY COUNTY COUNSEL  
 DATE: 5/12/14  
 BY: NEAL R. KIPNIS

A-30  
 4/5 Vote  
 Positions Added  
 Change Order

Departmental Concurrence

**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  
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  
24 invoice shall be supported by CITY'S bid abstracts for PROJECT.  
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1           6. Construct or cause to be constructed PROJECT, pursuant to a CITY  
2 administered public works contract in accordance with IMPROVEMENT PLANS, and pay all  
3 costs associated therewith.

4           7. Supervise and inspect all aspects of PROJECT construction.

5           8. Upon completion of PROJECT construction and CITY'S acceptance  
6 thereof, accept sole responsibility for the ownership, operation and maintenance of PROJECT.  
7

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

10   SECTION II

11           DISTRICT shall:

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

14           2. Pay CITY, within thirty (30) days after receipt of CITY'S appropriate  
15 invoice as set forth in Section I.5.  
16

17   SECTION III

18           It is further mutually agreed:

19           1. DISTRICT'S funding contribution for PROJECT shall not exceed a total  
20 sum of five hundred thousand dollars (\$500,000) and shall be used by CITY solely for the  
21 purpose of designing and constructing PROJECT as set forth herein.  
22

23           2. Under the provisions of this Agreement, DISTRICT shall bear no  
24 responsibility whatsoever for the design, construction, ownership, operation or maintenance of  
25 PROJECT. Nevertheless, CITY and DISTRICT anticipate entering into a separate Cooperative  
26 Agreement whereby the two parties will stipulate their respective responsibilities with regard to  
27 ownership, operation and maintenance of the constructed PROJECT.  
28

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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27  
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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  
27



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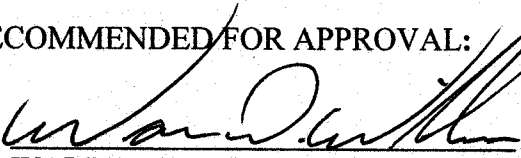
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

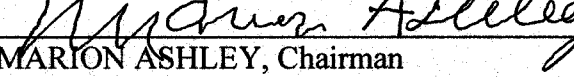
2 JUL 15 2014

(to be filled in by Clerk of the Board)

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4 RECOMMENDED FOR APPROVAL:

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

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

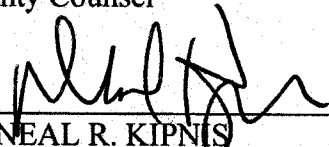
By   
MARION ASHLEY, Chairman  
8 Riverside County Flood Control and Water  
Conservation District Board of Supervisors

9 APPROVED AS TO FORM:

ATTEST:

10 PAMELA J. WALLS  
11 County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

12 By   
13 NEAL R. KIPNIS  
14 Deputy County Counsel

By   
Deputy


(SEAL)


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24 Funding Agreement: City of Moreno Valley  
25 Moreno Master Drainage Plan Lines K-1 (Stage 3) and K-4  
26 Project Nos. 4-0-00766 and 4-0-00786  
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**CITY OF MORENO VALLEY**  
A municipal corporation


RECOMMENDED FOR APPROVAL:

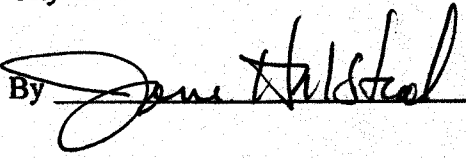
By   
AHMAD R. ANSARI, P.E.  
Public Works Director/City Engineer

By   
MICHELLE DAWSON  
City Manager

APPROVED AS TO FORM:

ATTEST:

By   
SUZANNE BRYANT  
City Attorney

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  
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**Exhibit A**

