

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE: 6/8/16

Departmental Concurrence

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



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
 August 23, 2016

**SUBJECT:** Approval of Cooperative Agreement for Moreno Master Drainage Plan Line K-1 (MS 122), Project No. 4-0-00766; District 5 [\$0]

- RECOMMENDED MOTION:** That the Board of Supervisors:
1. Approve the Cooperative Agreement (Agreement) between the District and the City of Moreno Valley; and
  2. Authorize the Chairman to execute the Agreement on behalf of the District.

**BACKGROUND:**  
**Summary**

This Agreement sets forth the terms and conditions by which the City will design and construct the Moreno Master Drainage Plan Line K-1 as part of a City administered public works construction contract. Said facility is to be inspected, operated and maintained by the District and City.

Continued on Page 2.

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[Signature]  
**JASON E. UHLEY**  
 General Manager-Chief Engineer

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

**SOURCE OF FUNDS:** Budget Adjustment: No  
 For Fiscal Year: N/A

**C.E.O. RECOMMENDATION:** APPROVE  
 BY: [Signature]  
 Steven C. Horn  
**County Executive Office Signature**

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: August 23, 2016  
 xc: Flood

Kecia Harper-Ihem  
 Clerk of the Board  
 By: [Signature]  
 Deputy

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

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

**11-8**

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Approval of Cooperative Agreement for Moreno Master Drainage Plan Line K-1 (MS 122),  
Project No. 4-0-00766; District 5 [\$0]**

**DATE:** August 23, 2016

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

Upon completion of the facility's construction, the District will assume ownership and responsibility of operation and maintenance of storm drains that are greater than 36 inches in diameter. The City will assume ownership and responsibility of operation and maintenance of (i) a 72-inch storm drain system; (ii) three (3) 48-inch storm drain systems; and (iii) two (2) grated inlet catch basins within the City's rights of way.

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

**Impact on Residents and Businesses**

Upon construction completion, the facility will alleviate ongoing flooding problems and will benefit residents and businesses in the area.

**SUPPLEMENTAL:**

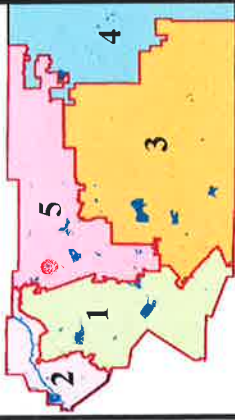
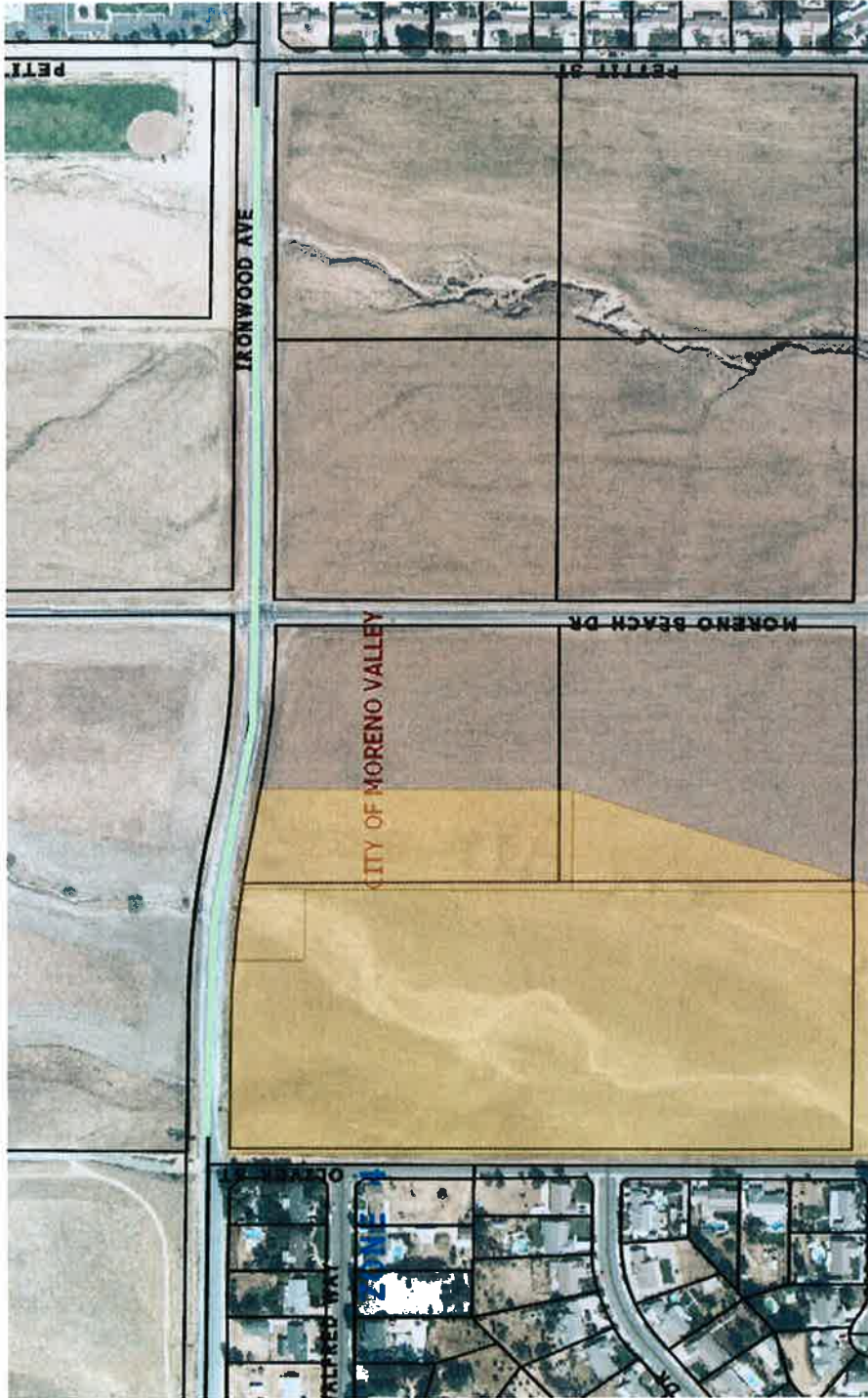
**Additional Fiscal Information**

Future operations and maintenance costs associated with the mainline storm drain that is greater than 36 inches in diameter will accrue to the District.

**ATTACHMENTS:**

1. Vicinity Map
2. Cooperative Agreement

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Supervisor Districts

**LEGEND:**

- Project Vicinity
- Supervisorial District

**DESCRIPTION:**

Moreno Master Drainage Plan Line  
K-1 (MS 122)



1 COOPERATIVE AGREEMENT  
2 Moreno Master Drainage Plan Line K-1  
3 Project No. 4-0-00766  
4 (MS 122)

5 The Riverside County Flood Control and Water Conservation District, hereinafter  
6 called "DISTRICT", and the City of Moreno Valley, hereinafter called "CITY", hereby agree as  
7 follows:

8 RECITALS

9 A. CITY has budgeted for and plans to design and construct certain  
10 stormwater management facilities identified in DISTRICT'S Moreno Master Drainage Plan  
11 (MDP) in order to provide necessary flood protection and drainage for Ironwood Avenue and  
12 adjoining properties, located in the city of Moreno Valley; and

13 B. Moreno MDP Line K-1 consists of (i) approximately 1,500 lineal feet of  
14 90-inch underground storm drain to be constructed in Ironwood Avenue from Oliver Street and  
15 Petit Street; and (ii) a certain riprap outlet structure, earthen channel and maintenance access road  
16 with turnaround, hereinafter called "DISTRICT DRAINAGE FACILITIES", as shown in concept  
17 on Exhibit "A", attached hereto and made a part hereof. At its downstream terminus, DISTRICT  
18 DRAINAGE FACILITIES shall outlet to the proposed channel as shown in DISTRICT Drawing  
19 No. 4-1001; and

20 C. Associated with the construction of DISTRICT DRAINAGE FACILITIES  
21 is the construction of (i) approximately 58 lineal feet of 72-inch corrugated metal pipe  
22 underground storm drain system; (ii) three (3) approximately 10 lineal feet of 48-inch reinforced  
23 concrete pipes; and (iii) two (2) grated inlet catch basins that are located within CITY held  
24 easements or rights of way, hereinafter called "APPURTENANCES"; and

25 D. Together DISTRICT DRAINAGE FACILITIES and APPURTENANCES  
26 are hereinafter called "PROJECT"; and

27 E. CITY has prepared plans and specifications for PROJECT, hereinafter  
28 called "IMPROVEMENT PLANS" and submitted to DISTRICT for its review; and

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F. DISTRICT has reviewed and approved IMPROVEMENT PLANS for the public works construction contract; and

G. DISTRICT and CITY acknowledge it is in the best interest of the public to proceed with construction of PROJECT at the earliest possible date; and

H. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to design, construction, inspection, ownership, operation and maintenance of PROJECT.

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

SECTION I

CITY shall:

- 1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.
- 2. Obtain, at its sole cost and expense, all necessary licenses, permits, agreements, approvals, rights of way, rights of entry and temporary construction easements as may be necessary to construct, inspect, operate and maintain PROJECT.
- 3. Prior to commencing construction, obtain at its sole cost and expense, all necessary permits, approvals or agreements required by any Federal, State and local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such documents, hereinafter called "REGULATORY PERMITS", may include, but are not limited to, a Section 404 permit issued by USACOE, a Section 401 Water Quality Certification issued by the California Regional Water Quality Control Board (CRWQCB), a Section 1602 Streambed Alteration Agreement issued by the California Department of Fish and Wildlife, National Pollutant Discharge Elimination System Permit issued by the State Water Resources Control Board or CRWQCB and Western Riverside County Regional Conservation Authority.

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4. Prior to advertising PROJECT for public works construction contract, provide DISTRICT an opportunity to review and approve all updated REGULATORY PERMITS and rights of way documents. DISTRICT approval of any such document(s) may be withheld when, in the sole judgment of DISTRICT'S General Manager-Chief Engineer, said document(s) unreasonably constrains, inhibits or impairs DISTRICT'S ability to operate and maintain DISTRICT DRAINAGE FACILITIES.

5. Prior to awarding a public works construction contract for PROJECT, provide DISTRICT seven (7) calendar days following construction bid opening to review and approve or reject bids for construction of PROJECT. DISTRICT may only reject bids found by DISTRICT to be either (i) unreasonably high; or (ii) unbalanced such that the burden of the overall construction cost is unduly shifted upon construction of PROJECT. DISTRICT shall not unreasonably withhold approval of contract.

6. Advertise, award and administer a public works construction contract for PROJECT at its sole cost and expense.

7. Provide DISTRICT with written notice (Attention: Development Review Section) that CITY has awarded a construction contract for PROJECT.

8. Prior to commencing PROJECT construction, schedule and conduct a mandatory pre-construction meeting between CITY, CITY'S construction manager, CITY'S construction contractor(s), DISTRICT and other affected entities. CITY shall notify DISTRICT (Attention: Development Review Section) in writing at least twenty (20) days prior to conducting the pre-construction meeting.

9. Construct PROJECT pursuant to a CITY administered construction contract, in accordance with the IMPROVEMENT PLANS approved by DISTRICT and CITY, and pay all costs associated therewith.

10. Inspect, or cause to be inspected, construction of PROJECT, and pays all costs associated therewith.

1                   11.     Furnish, or cause its construction manager to furnish, all construction  
2 survey and materials testing services necessary to ensure PROJECT construction is accomplished  
3 in accordance with the approved plans and specifications.

4                   12.     Grant DISTRICT, by execution of this Agreement, the right to enter upon  
5 property owned or controlled by CITY where necessary and convenient for the purpose of gaining  
6 access to, and performing inspection service for, the construction of PROJECT.

7                   13.     Order the relocation of all utilities installed by permit or franchise within  
8 CITY rights of way which conflict with the construction of PROJECT and which must be  
9 relocated at the utility owner's expense.

10                  14.     Not permit any change to or modification of the DISTRICT approved  
11 IMPROVEMENT PLANS that would result in a change of functionality or maintainability of  
12 PROJECT without the prior written permission and consent of DISTRICT. Failure to do so shall  
13 be deemed a material breach of this Agreement and shall authorize and constitute authority for  
14 DISTRICT, at its sole discretion, to provide written notice to CITY that DISTRICT is unable to  
15 1) perform its obligations hereunder; and/or 2) to accept responsibility for ownership, operation  
16 and maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in part, to said  
17 breach of this Agreement.

18                  15.     CITY'S construction contractor(s) shall not commence operations until  
19 DISTRICT has been furnished with original certificate(s) of insurance and original certified  
20 copies of endorsements and if requested, certified original policies of insurance including all  
21 endorsements and any and all other attachments as required in this Section.

22                                 Without limiting or diminishing CITY'S construction contractor(s)  
23 obligation to indemnify or hold DISTRICT harmless, CITY'S construction contractor(s) shall  
24 procure and maintain or cause to be maintained, at its sole cost and expense, the following  
25 insurance coverages during the term of this Agreement:  
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A. Workers' Compensation:

If CITY'S construction contractor(s) has employees as defined by the State of California, CITY'S construction contractor(s) shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT and the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CITY'S construction contractor(s) performance of its obligations hereunder. Policy shall name the DISTRICT, and the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.



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C. Vehicle Liability:

If CITY'S construction contractor(s) vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CITY'S construction contractor(s) shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT and the County of Riverside, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds.

D. Professional Liability:

CITY'S construction contractor(s) shall maintain Professional Liability Insurance providing coverage for CITY'S construction contractor(s) performance of work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If CITY'S construction contractor(s) Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CITY'S construction contractor(s) shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance

1 that CITY'S construction contractor has maintained continuous  
2 coverage with the same or original insurer. Coverage provided  
3 under items: 1), 2) or 3) will continue as long as the law allows.  
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5 E. General Insurance Provisions – All Lines:

- 6 i. Any insurance carrier providing insurance coverage  
7 hereunder shall be admitted to the State of California and  
8 have an A.M. BEST rating of not less than an A: VIII (A:  
9 8) unless such requirements are waived, in writing, by the  
10 County Risk Manager. If the County Risk Manager waives  
11 a requirement for a particular insurer such waiver is only  
12 valid for that specific insurer and only for one policy term.
- 13 ii. The CITY'S construction contractor(s) must declare its  
14 insurance self-insured retention for each coverage required  
15 herein. If any such self-insured retention exceeds \$500,000  
16 per occurrence each such retention shall have the prior  
17 written consent of the County Risk Manager before the  
18 commencement of operations under this Agreement. Upon  
19 notification of self-insured retention deemed unacceptable  
20 to the DISTRICT, and at the election of the County Risk  
21 Manager, CITY'S construction contractor(s) carriers shall  
22 either: 1) reduce or eliminate such self-insured retention  
23 with respect to this Agreement with DISTRICT; or 2)  
24 procure a bond which guarantees payment of losses and  
25 related investigations, claims administration, and defense  
26 costs and expenses.
- 27 iii. CITY'S construction contractor(s) shall cause their  
28 insurance carrier(s) to furnish DISTRICT with 1) a properly

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executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CITY'S construction contractor(s) insurance carrier(s) policies does not meet the minimum notice requirement found herein, CITY'S construction contractor(s) shall cause CITY'S construction contractor(s) insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its

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behalf shall sign the original endorsements for each policy and the certificate of insurance.

- iv. It is understood and agreed by the parties hereto that CITY'S construction contractor(s) insurance shall be construed as primary insurance, and DISTRICT'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- v. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by CITY'S construction contractor(s) has become inadequate.
- vi. CITY'S construction contractor(s) shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

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viii. CITY'S construction contractor(s) agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

Prior to CITY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT.

16. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all CITY and DISTRICT employees on the site.

17. Require its construction contractor(s) to furnish DISTRICT (Attention: Development Review Section) with a confined space procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District confined Space Procedures, SOM-18. The procedure shall be provided to DISTRICT no less than twenty (20) days prior to requesting that DISTRICT perform a final inspection for acceptance of PROJECT. The procedure shall be reviewed and approved by DISTRICT prior to conducting the final inspection.

18. Assume ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein. Further, it is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT.

19. Within two (2) weeks of completing PROJECT construction, provide DISTRICT with written notice (Attention: Development Review Section) that PROJECT

1 construction is substantially complete and requesting that DISTRICT conduct a final inspection  
2 of DISTRICT DRAINAGE FACILITIES.

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

5           21.     Upon completion of PROJECT construction but prior to DISTRICT'S  
6 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,  
7 provide DISTRICT with appropriate engineering documentation necessary to establish that  
8 DISTRICT DRAINAGE FACILITIES was constructed in accordance with the DISTRICT  
9 approved IMPROVEMENT PLANS.

10           22.     Upon completion of construction of PROJECT, but prior to DISTRICT'S  
11 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,  
12 CITY'S civil engineer of record or construction civil engineer of record duly registered in the  
13 State of California, shall provide DISTRICT with redlined "record drawing" plans for  
14 IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawing", CITY'S  
15 engineer shall schedule with DISTRICT a time to transfer the redlined changes into DISTRICT'S  
16 original mylars at DISTRICT'S office, after which the engineer shall review, stamp and sign  
17 mylars "record drawing".

18           23.     Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for  
19 ownership, operation and maintenance, convey, or cause to be conveyed, to DISTRICT all rights  
20 of way and easements deemed necessary by DISTRICT for the operation and maintenance of  
21 DISTRICT DRAINAGE FACILITIES.

22           24.     Upon DISTRICT acceptance of PROJECT construction as being complete,  
23 accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located  
24 within CITY rights of way which must be performed at such time(s) that the finished grade along  
25 and above the underground portions of PROJECT are improved, repaired, replaced or changed.  
26 It being further understood and agreed that any such adjustments shall be performed at no cost to  
27 DISTRICT.  
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SECTION II

DISTRICT shall:

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1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
  2. Review and approve all necessary updated REGULATORY PERMITS and rights of way documents prior to CITY advertising PROJECT for bids. DISTRICT may withhold approval of any such document(s) when, in the sole judgment of DISTRICT'S General Manager-Chief Engineer, the said document(s) unreasonably constrains, inhibits or impairs DISTRICT'S ability to operate and maintain DISTRICT DRAINAGE FACILITIES.
  3. Within seven (7) days following City's construction bid opening, review and approve or reject bids for construction of PROJECT. DISTRICT may only reject bids found by DISTRICT to be either (i) unreasonably high; or (ii) unbalanced such that the burden of the overall construction cost is unduly shifted upon construction of PROJECT. DISTRICT shall not unreasonably withhold approval of contract.
  4. Conduct periodic inspections of DISTRICT DRAINAGE FACILITIES construction for quality control purposes at its sole cost and provide any comments to CITY'S designated PROJECT construction inspector.
  5. Upon receipt of CITY'S written notice that PROJECT construction is substantially complete, conduct a final inspection of DISTRICT DRAINAGE FACILITIES.
  6. Accept sole responsibility for ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) receipt of CITY'S written Notice of Completion as set forth in Section I.20; (ii) receipt of appropriate engineering documentation as set forth in Section I.21; (iii) receipt of "record drawing" as set forth in Section I.22; and (iv) receipt of rights of way and easements as set forth in Section I.23.
  7. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, provide CITY with a reproducible duplicate set of "record drawings" of PROJECT plans.

SECTION III

It is further mutually agreed:

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3 1. Except as otherwise provided herein, all construction work involved with  
4 PROJECT shall be inspected by CITY but shall not be deemed complete until DISTRICT and  
5 CITY mutually agree that construction is completed in accordance with DISTRICT and CITY  
6 approved IMPROVEMENT PLANS.

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8 2. DISTRICT personnel may observe and inspect all work being done on  
9 DISTRICT DRAINAGE FACILITIES but shall provide any comments to CITY personnel who  
10 shall be solely responsible for all communications with CITY'S construction contractor(s).

11 3. Prior to DISTRICT acceptance of ownership and responsibility for the  
12 operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE  
13 FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT.  
14 If, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES is not in an  
15 acceptable condition, corrections will be made at sole expense of CITY.

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

26 5. DISTRICT shall indemnify, defend, save and hold harmless CITY  
27 (including its officers, employees, agents, representatives, independent contractors, and  
28 subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based



1 upon, arising out of or in any way relating to DISTRICT'S (including its officers, Board of  
2 Supervisors, elected and appointed officials, employees, agents, representatives, independent  
3 contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement,  
4 performance under this Agreement, or failure to comply with the requirements of this Agreement,  
5 including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of  
6 attorney's fees; or (d) any other element of any kind or nature whatsoever.

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

11 7. DISTRICT and CITY each pledge to cooperate in regard to the operation  
12 and maintenance of their respective facilities as set forth herein and to discharge their respective  
13 maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance  
14 condition or undue maintenance impact upon the others' facilities.

15 8. Any and all notices sent or required to be sent to the parties of this  
16 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

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| 17 RIVERSIDE COUNTY FLOOD CONTROL<br>18 AND WATER CONSERVATION DISTRICT<br>19 1995 Market Street<br>20 Riverside, CA 92501<br>21 Attn: Administrative Services Section | 22 CITY OF MORENO VALLEY<br>23 14177 Frederick Street<br>24 Moreno Valley, CA 92552<br>25 Attn: Ahmad Ansari, P.E. |
|--|--|

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

10. This agreement is to be construed in accordance with the laws of the State  
of California.

11. Neither CITY nor DISTRICT shall assign this Agreement without the  
written consent of the other party.

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

13. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

14. Any waiver by DISTRICT or CITY or any breach by any other party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of DISTRICT or CITY to require from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof, or stopping DISTRICT or CITY from enforcing this Agreement.

15. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

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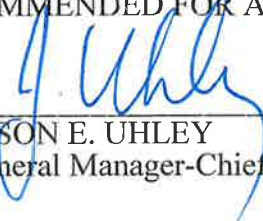
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on


AUG 23 2016

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

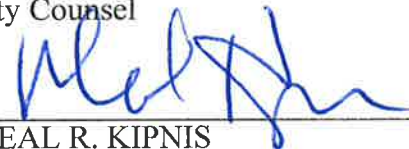
**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By   
JASON E. UHLEY  
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel  
By   
NEAL R. KIPNIS  
Deputy County Counsel


KECIA HARPER-IHEM  
Clerk of the Board  
By   
Deputy

(SEAL)

Cooperative Agreement: City of Moreno Valley  
Moreno Master Drainage Plan Line K-1  
05/31/16  
AMR:mcv

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**CITY OF MORENO VALLEY**

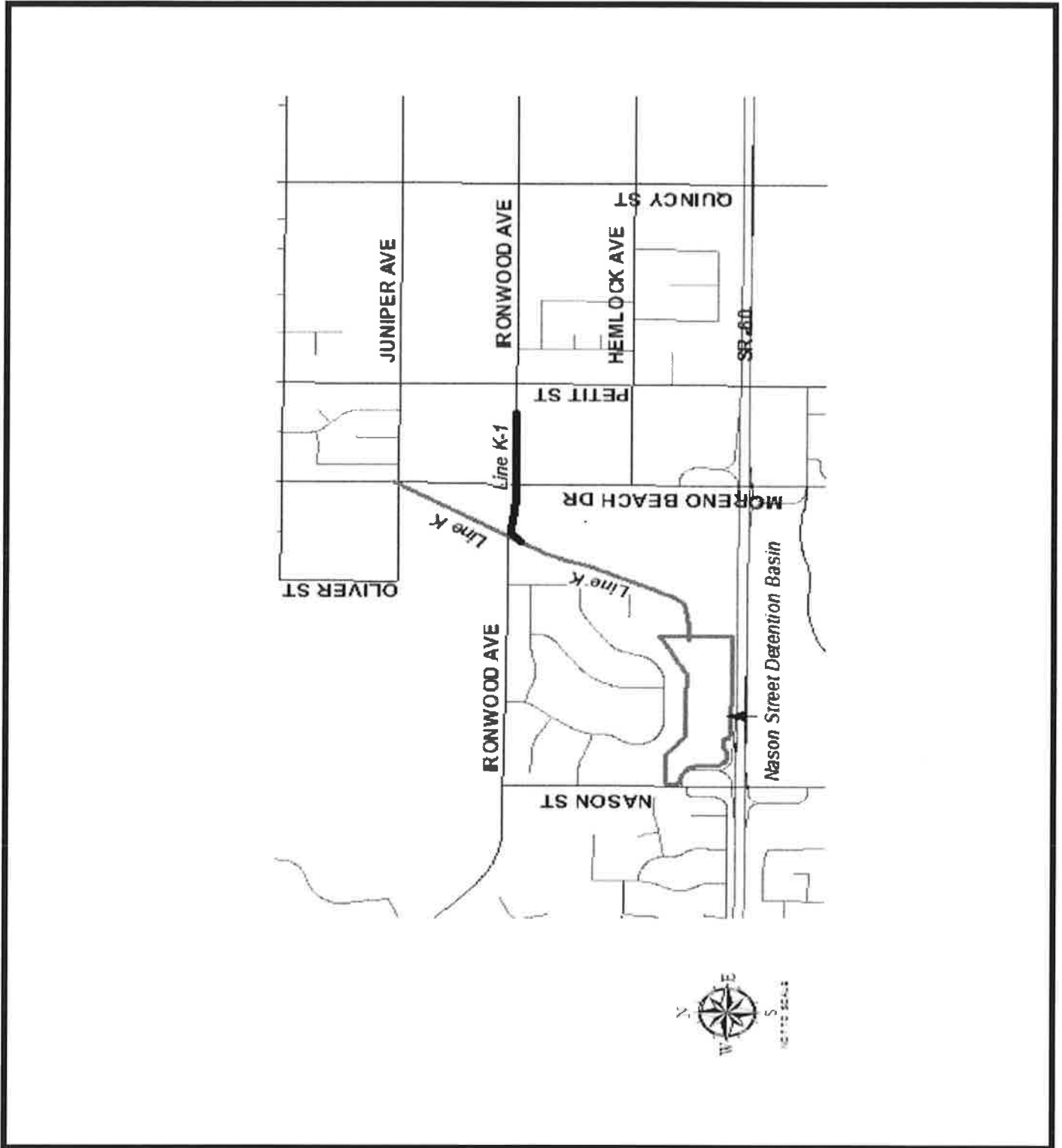
By   
\_\_\_\_\_  
AHMAD ANSARI, P.E.  
Public Works Director/City Engineer

APPROVED AS TO FORM:

By:   
\_\_\_\_\_  
for STEVEN B. QUINTANILLA  
Interim City Attorney

Cooperative Agreement: City of Moreno Valley  
Moreno Master Drainage Plan Line K-1  
05/31/16  
AMR:mcv

# Exhibit A



## COOPERATIVE AGREEMENT

Moreno Master Drainage Plan Line K-1

(MS 122)

Project No. 4-0-00766

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