

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



ITEM: 11.3  
(ID # 12071)

**MEETING DATE:**

Tuesday, April 07, 2020

**FROM:** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Moreno Valley for Sunnymead – Flaming Arrow Drive Storm Drain, Stage 1, Project No. 4-0-00365, CEQA Exempt, District 5. [Not-to-Exceed \$366,175 – District Zone 4 Funds - 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Finds that approval of this Cooperative Agreement (Agreement) for Sunnymead – Flaming Arrow Drive Storm Drain, Stage 1 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(1) or (b)(3) of the State CEQA Guidelines;
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District) and the City of Moreno Valley (City);
3. Authorize the Chairwoman to execute the Cooperative Agreement documents on behalf of the District;
4. Direct the Clerk of the Board to return two (2) copies of the executed Agreement to the District; and
5. Direct the Clerk of the Board to file the CEQA Notice of Exemption (NOE) with the County Clerk within five (5) days of approval by the Board.

**ACTION: Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 3/12/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: April 7, 2020  
xc: Flood

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 366,175	\$ 0	\$ 366,175	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 25140-947460-536200 (Zone 4 Contribution to Non-County Agency – 97%) 25140-947460-523320 License and Permits (Zone 4 - 3%)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b>	19/20

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

This Cooperative Agreement (Agreement) sets forth the terms and conditions by which the District will design the referenced facility and will contribute funding to the City for the construction of Sunnymead – Flaming Arrow Drive Storm Drain, Stage 1 as part of a City-administered public works construction project.

Under this Agreement, the District will also contribute funding to the City to cover costs associated with City's relocation of certain power poles within the project area. Said facility is to be inspected, operated and maintained by the City. Upon completion of construction, the City will assume ownership and responsibility for the operation and maintenance of the project located within City's rights of way.

**Environmental Findings**

Pursuant to CEQA, the Project was reviewed and determined to be categorically exempt from CEQA pursuant to State Guidelines Sections 15061(b)(1) or (b)(3). The Cooperative Agreement is between public agencies to provide funding, rights and responsibilities involving certain storm drainpipe, curb inlets and catch basins along St. Christopher Lane. The Cooperative Agreement does not authorize to any extent whatsoever actual physical development of the underlining property. Such development, if it occurs at all, will be the result of subsequent actions subject to further public agency approvals and CEQA review by the City of Moreno Valley. Therefore, the Cooperative Agreement is not a project within the meaning of CEQA because it will not, in and of itself, result in a physical change to the environment. No further CEQA analysis is required.

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

**Impact on Residents and Businesses**

This project is funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion, this project

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will (i) improve flood protection; (ii) provide a safe outlet for drainage connections from the adjacent properties (i.e., Saint Christopher Church); and (iii) and will benefit residents and businesses in the area.

**Additional Fiscal Information**

Pursuant to the Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) executed on June 22, 2004, the District is a participating agency. The District is making a payment to the Western Riverside County Regional Conservation Authority (RCA) for up to 3% of the total capital costs as required mitigation for the construction of flood control facilities in cooperation with and on behalf of the City. The MSCHP mitigation fee is based on the engineers estimated project cost, however, the actual 3% payment will be based on the project's lowest responsive contract bid price. The actual mitigation payment that will be made by the District may be reduced based on acquisition of replacement habitat for the benefit of Covered Species, as defined in the Implementing Agreement and the MSHCP. The cooperative agreement will not affect any MSCHP conservation areas or conflict with and MSCHP policies.

The District is providing up to \$355,510 in funding to the City for project construction. Sufficient funding is available in the District's Zone 4 budget and will be included in the proposed budget in future years as appropriate. Future operations and maintenance costs associated with the project will accrue to the City.

**Project Funding Summary**

\$ 355,510	Maximum District Contribution
\$ <u>10,665</u>	Multiple Species Habitat Conservation Plan Mitigation Fee – 3%
\$ 366,175	Total Estimated Project Cost

**ATTACHMENTS:**

1. Vicinity Map
2. Cooperative Agreement
3. Notice of Exemption
4. Authorization to Bill

AMR:mc  
P8/229971



Jason Farin, Senior Management Analyst

3/24/2020



Gregory L. Priamos, Director County Counsel

3/13/2020





RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 8/28/2018 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

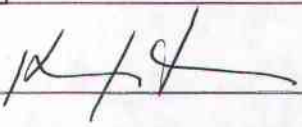
ACCOUNT: 526410 FUND: 25140  
DEPT ID: 947460 PROGRAM: \_\_\_\_\_

AMOUNT: \$50.00

REF: CDFW Filing Fees CEQA Notice of Exemption filing for Cooperative Agreement Sunnymead - Flaming Arrow Drive Storm Drain Prj No. 224-4-8-00365-01-30-0000-922

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED: 1

AUTHORIZED BY: Karinne Hansen Ext 54330   
PRESENTED BY: Baily Bingham Ext 53134  
CONTACT: Randy Sheppeard Ext 51306

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DOCUMENT NO(S)/INVOICE NO(S): \_\_\_\_\_  
\_\_\_\_\_

COOPERATIVE AGREEMENT

Sunnymead – Flaming Arrow Drive Storm Drain, Stage 1  
 RCFC Project No. 4-0-00365  
 City Project No. 804 0014

This Cooperative Agreement ("Agreement"), dated as of April 7, 20<sup>20</sup>~~19~~,

is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic, ("DISTRICT"), and the City of Moreno Valley, a municipal corporation, ("CITY").

RECITALS

A. DISTRICT and CITY wish to work collaboratively to expedite the construction of Sunnymead – Flaming Arrow Drive Storm Drain, Stage 1, hereinafter called "PROJECT", in order to provide drainage improvements along St. Christopher Lane and adjacent areas by collecting and conveying stormwater runoff located in the City of Moreno Valley; and

B. PROJECT consists of approximately 1,200 lineal feet of 24-inch underground storm drain system, and associated appurtenances, including all catch basins, connector pipes and interim inlets located within Flaming Arrow Drive, and Sweet Grass Drive from Bay Avenue to Saint Christopher Lane, as shown on DISTRICT's Drawing No. 4-1122 and in concept on EXHIBIT A, attached hereto and made a part hereof; and

C. Within the PROJECT area, CITY has determined that certain power pole located within privately held rights of way at the east end of Saint Christopher Lane will need to be relocated, hereinafter called "POWER POLE". CITY has budgeted for and is willing to prepare, or cause to be prepared, the necessary plans and specifications for the relocation of POWER POLE located within private rights of way, hereinafter called "POWER POLE PROTECTION PLANS"; and



D. CITY desires DISTRICT to design PROJECT and contribute funding towards CITY's design and construction of PROJECT and the relocation of POWER POLE; and

E. DISTRICT wishes to support CITY's efforts to construct PROJECT by providing a financial contribution towards PROJECT's design and construction, environmental clearance and permits along with the associated administrative and right of way acquisition costs, including the relocation of POWER POLES as set forth herein; and

F. Subject to the not to exceed total sum of Three Hundred Fifty-Five Thousand Five Hundred Ten Even Dollars (\$355,510), DISTRICT's contributions shall be as follows:

- i. One hundred percent (100%) of the actual engineering design costs associated with the review and preparation of the necessary plans and specifications to construct PROJECT, including the coordination and ordering of utilities relocation, hereinafter called "DESIGN CONTRIBUTION";
- ii. One hundred percent (100%) of all costs associated with the preparation, application and obtaining the environmental clearance and permits required for PROJECT, hereinafter called "ENVIRONMENTAL CLEARANCE AND PERMITS COST";
- iii. One hundred percent (100%) of the actual costs (not to exceed appraised value and estimated escrow and closing costs) for right of way acquisition, rights of entry and temporary construction easements, hereinafter called "ACQUISITION COST";
- iv. One hundred percent (100%) of the lowest responsible bid contract price including the actual administrative cost associated with administering the construction contract, including construction

surveys, materials testing, construction inspection and any typical ancillary costs related to the delivery of PROJECT ("CONSTRUCTION CONTRIBUTION"), plus any construction contract change orders ("CONSTRUCTION CHANGE ORDERS CONTRIBUTION");

- v. An amount not to exceed Ten Thousand Dollars (\$10,000) to cover CITY's cost associated with the relocation of certain POWER POLE ("POWER POLE CONTRIBUTION"); and

G. Altogether, DESIGN CONTRIBUTION, ENVIRONMENTAL CLEARANCE AND PERMITS COST, ACQUISITION COST, CONSTRUCTION CONTRIBUTION, CONSTRUCTION CHANGE ORDERS CONTRIBUTION and POWER POLE CONTRIBUTION are hereinafter called "DISTRICT CONTRIBUTION". DISTRICT CONTRIBUTION shall not exceed a total sum of Three Hundred Fifty-Five Thousand Five Hundred Ten Dollars (\$355,510); and

H. All parties recognize and acknowledge that DISTRICT has budgeted the sum of Ten Thousand Six Hundred Sixty-Five Hundred Dollars (\$10,665) for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) mitigation fee ("ESTIMATED MSHCP FEE") based on the engineers estimated PROJECT cost. However, the actual three percent (3%) payment will be based on PROJECT's lowest responsive contract bid price and/or less the value of any applicable project specific mitigation ("ACTUAL MSHCP FEE"). In the event ACTUAL MSHCP FEE exceeds ESTIMATED MSHCP FEE, DISTRICT shall deduct the difference between ACTUAL MSHCP FEE and ESTIMATED MSHCP FEE from DISTRICT CONTRIBUTION to reflect its costs to the Riverside Conservation Agency (RCA). DISTRICT's



decreased contribution shall be paid to CITY ("DECREASED CONTRIBUTION") for PROJECT and is subject to the availability of funds as set forth herein; and

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

J. 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 and DISTRICT's financial contribution towards PROJECT and relocation of POWER POLE.

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. Review and approve, PROJECT plans and recommended specifications provided by DISTRICT pursuant to Section II.1., hereinafter called "IMPROVEMENT PLANS", prior to CITY's advertising PROJECT for construction bids. Approval of IMPROVEMENT PLANS shall be indicated in writing to DISTRICT (Attention: Design II Section).

3. Prior to commencing construction, obtain and comply with, 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 the U.S. Army Corps of Engineers, 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.

4. Obtain, at its sole cost and expense, all necessary rights of way, rights of entry and temporary construction easements necessary to construct, operate and maintain PROJECT and coordinate the relocation of POWER POLES.

5. Keep an accurate accounting of all (i) design costs associated with the preparation of plans and specifications for PROJECT, in conformance with DISTRICT approved CITY's engineering design cost proposal; (ii) costs associated with obtaining environmental permits; and (iii) costs associated with obtaining all rights of way to construct, operate and maintain PROJECT. This accounting should be included when invoicing DISTRICT for payment of DESIGN CONTRIBUTION, ENVIRONMENTAL CLEARANCE AND PERMITS COST and ACQUISITION COST, as set forth in Section I.8.

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

7. Provide DISTRICT with written notice (Attention: Design II Section) that CITY has awarded a public works construction contract for PROJECT and relocation of POWER POLE. The written notice shall include the Contractor's actual bid amounts for PROJECT and relocation of POWER POLE, setting forth the lowest responsible bid contract amount.

8. Invoice DISTRICT (Attention: Chief of Design and Construction Division) for the lump sum amount of (i) DISTRICT CONTRIBUTION at the time of providing written

notice of the award of a construction contract as set forth in Section I.7., provided that DISTRICT CONTRIBUTION shall not exceed the total sum of Three Hundred Fifty-Five Thousand Five Hundred Ten Dollars (\$355,510); or (ii) DECREASED CONTRIBUTION, whichever is lower.

9. 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: Design II Section) in writing at least twenty (20) days prior to conducting the pre-construction meeting.

10. Construct or cause to be constructed, PROJECT pursuant to a CITY administered construction contract, in accordance with IMPROVEMENT PLANS approved by DISTRICT and CITY, and pay all costs associated therewith.

11. Relocate or cause to be relocated, at its sole cost and expense, all conflicting CITY owned utilities. CITY shall also order the relocation of all other utilities installed by permit or franchise within CITY rights of way which conflict with the construction of PROJECT and which could be relocated at the utility company's expense.

12. Procure or cause to be procured insurance coverages during the term of this Agreement. CITY shall require its PROJECT construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. 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. At minimum, the procured insurance coverages should conform to DISTRICT's required insurance provided in EXHIBIT "B", attached hereto and made a part hereof.



13. Indemnify and hold harmless and require its construction contractor(s) to indemnify, defend and hold harmless the Riverside County Flood Control and Water Conservation District, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any acts, omissions or services of CITY's construction contractor(s), its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CITY's construction contractor(s), its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CITY's construction contractor(s) shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CITY's construction contractor(s), CITY's construction contractor(s) shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY's construction contractor(s) indemnification to Indemnitees as set forth herein.

CITY's construction contractor(s) obligation hereunder shall be satisfied when CITY's construction contractor(s) has provided to DISTRICT and the County the

appropriate form of dismissal relieving DISTRICT and the County of Riverside from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CITY's construction contractor(s) obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

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

15. Within two (2) weeks of completing PROJECT construction, provide DISTRICT with written notice (Attention: Design II Section) that PROJECT construction is substantially complete.

16. Upon completion of construction, assume ownership and sole responsibility for the operation and maintenance of PROJECT.

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

18. Keep an accurate accounting of all PROJECT costs and provide this accounting to DISTRICT with CITY's Notice of Completion, as set forth in Section I.17. The final accounting of construction costs shall include a detailed breakdown of all costs, including but not limited to payment vouchers, CITY approved change orders and other such construction contract documents as may be necessary, to establish the actual cost of construction for the DISTRICT and CITY approved IMPROVEMENT PLANS. If applicable, invoice DISTRICT for

CONSTRUCTION CHANGE ORDERS CONTRIBUTION, subject to and provided that DISTRICT CONTRIBUTION shall not exceed the sum of Three Hundred Fifty-Five Thousand Five Hundred Ten Dollars (\$355,510); or DECREASED CONTRIBUTION, whichever is lower.

19. Provide DISTRICT with a "courtesy copy" of reproducible duplicate set of "record drawings" of PROJECT plans.

20. Refund to DISTRICT, at the time of providing a Notice of Completion as set forth in Sections I.17 and I.18, any unexpended portions of DISTRICT CONTRIBUTION.

## SECTION II

DISTRICT shall:

1. Adhere to the financial contribution contained in paragraphs F, G and H of the recitals incorporated herein.

2. Prepare or cause to be prepared, "IMPROVEMENT PLANS", including recommended specifications, and cost estimate in accordance with DISTRICT and CITY standards, and submit to CITY for its review and approval.

3. Prepare, or cause to be prepared, legal and plat descriptions for PROJECT and provide to CITY.

4. Within thirty (30) days of CITY awarding PROJECT construction contract, pay Riverside Conservation Authority (RCA) the costs associated with the Multiple Species Habitat Conservation Plan ("MSHCP"), which is the lesser of (i) three percent (3%) of the lowest responsible bid; or ii) three percent (3%) of lowest responsible bid contract price, less the value of any applicable project specific mitigation.

5. Pay CITY within thirty (30) days after receipt of CITY's appropriate invoice and upon DISTRICT's payment to RCA, the lump sum amount of (i) DISTRICT CONTRIBUTION, as set forth in herein, subject to and provided that DISTRICT



CONTRIBUTION shall not exceed Three Hundred Fifty-Five Thousand Five Hundred Ten Dollars (\$355,510); or (ii) DECREASED CONTRIBUTION, whichever is lower.

6. If applicable, pay CITY within thirty (30) days after receipt of CITY's appropriate invoice, for CONSTRUCTION CHANGE ORDERS CONTRIBUTION as set forth in Section I.18, provided that (i) DISTRICT CONTRIBUTION shall not exceed a total sum of Three Hundred Fifty-Five Thousand Five Hundred Ten Dollars (\$355,510); or (ii) DECREASED CONTRIBUTION, whichever is lower. CITY shall be responsible to pay any amounts in excess of DISTRICT CONTRIBUTION.

### SECTION III

It is further mutually agreed:

1. DISTRICT CONTRIBUTION shall not exceed a total sum of Three Hundred Fifty-Five Thousand Five Hundred Ten Dollars (\$355,510). The DISTRICT CONTRIBUTION or DECREASED CONTRIBUTION, whichever is lower, shall be used by CITY solely for the purpose of designing and constructing PROJECT and POWER POLE relocation as set forth herein.

2. Nothing herein shall be construed as creating any obligation or responsibility on the part of DISTRICT to operate, maintain or warranty POWER POLE.

3. Except as otherwise provided herein, all construction work involved with PROJECT shall be inspected by CITY, or its construction manager, and shall not be deemed complete until approved and accepted as complete by CITY.

4. Any waiver by DISTRICT or by CITY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require exact, full and complete compliance with any terms of this Agreement shall not be

construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcement hereof.

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

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

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Attn: Design II Section

CITY OF MORENO VALLEY  
14177 Frederick Street  
Moreno Valley, CA 92552  
Attn: Margery Lazarus  
Public Works Department  
Capital Projects Division

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

8. 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.

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

10. 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.

11. Time is of the essence in prosecuting the work contemplated under this Agreement. At any time during the term of this Agreement, DISTRICT may terminate this Agreement for cause, including but not limited to CITY's failure to prosecute the work in a timely manner, upon providing CITY thirty (30) days written notice stating the extent and effective date of termination.

12. The obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution towards PROJECT as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CITY in writing.

13. 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

APR 07 2020

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By J. Uhley  
JASON E. UHLEY  
General Manager/Chief Engineer

By Karen S. Spiegel  
KAREN SPIEGEL  
Chairwoman, Riverside County Flood Control  
and Water Conservation District Board of  
Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

~~KECIA HARPER-HIEM~~  
Clerk of the Board

By Marsha L. Victor 3/11/2020  
MARSHA L. VICTOR  
Deputy County Counsel

By Karen Spiegel  
Deputy


(SEAL)

Cooperative Agreement: City of Moreno Valley  
Sunnymead – Flaming Arrow Drive Storm Drain, Stage 1  
RCFC Project No. 4-0-00365  
City Project No. 804 0014  
11/19/19  
AMR:blm

**CITY OF MORENO VALLEY**

By   
MIKE LEE  
Interim City Manager

APPROVED AS TO FORM:

By   
*for* MARTIN D. KOCZANOWICZ  
City Attorney

ATTEST:

By   
PAT JACQUEZ-NARES  
City Clerk

Cooperative Agreement: City of Moreno Valley  
Sunnymead – Flaming Arrow Drive Storm Drain, Stage 1  
RCFC Project No. 4-0-00365  
City Project No. 804 0014  
11/20/19  
AMR:blm

ST CHRISTOPHER LN.

30ft

30ft

SWEET GRASS DR.

FLAMING ARROW DR.

BAY AVE.

**LEGEND**

City Maintained Storm Drains  
City Maintained Inlets  
Proposed Easement



**EXHIBIT A**

**SUNNYMEAD  
FLAMING ARROW DRIVE  
STORM DRAIN**

PROJ. NO. 4-0-00365-01



ST CHRISTOPHER LN.

30ft

30ft

SWEET GRASS DR.

FLAMING ARROW DR.

BAY AVE.

**LEGEND**

City Maintained Storm Drains  
City Maintained Inlets  
Proposed Easement



**EXHIBIT A**

**SUNNYMEAD  
FLAMING ARROW DRIVE  
STORM DRAIN**

PROJ. NO. 4-0-00365-01

## Exhibit B

### DISTRICT's Required Insurance is as follows:

Without limiting or diminishing CITY's construction contractor(s) obligation to indemnify or hold DISTRICT harmless, CITY's construction contractor(s) shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, 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 Insured:

#### 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.

#### 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 as Additional Insured. 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.

### COOPERATIVE AGREEMENT

Sunnymead – Flaming Arrow Drive Storm Drain, Stage 1

RCFC Project No. 4-0-00365

City Project No. 804 0014

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## Exhibit B

### 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 \$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. Policy shall name the DISTRICT as Additional Insured.

### D. Pollution and Asbestos Liability:

CITY's construction contractor(s) shall obtain, at its sole expense and keep in effect during the term of the contract, Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) covering CITY's construction contractor(s) liability for a third party bodily injury and property damage arising from pollution conditions caused by the CITY's construction contractor(s) while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the DISTRICT. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance.

CITY's construction contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount shall be submitted to the DISTRICT for review and approval. If CITY's construction contractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by CITY's construction contractor(s).

### COOPERATIVE AGREEMENT

Sunnymead – Flaming Arrow Drive Storm Drain, Stage 1

RCFC Project No. 4-0-00365

City Project No. 804 0014

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## Exhibit B

Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

In the event, CITY's construction contractor(s) encounters materials on the site that is believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, CITY's construction contractor(s) shall immediately stop work in the area affected and report the condition to the DISTRICT in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT and CITY, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the DISTRICT and CITY. CITY's construction contractor(s) shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

E. General Insurance Provisions – All Lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The CITY's construction contractor(s) must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, CITY's construction contractor(s) carriers shall either:

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1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c. CITY's construction contractor(s) shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly 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 DISTRICT 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.

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

e. 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.

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f. 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 DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CITY's construction contractor(s) has become inadequate.

g. CITY's construction contractor(s) shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

i. 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.

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