

1 MEMORANDUM OF UNDERSTANDING
2 BY AND BETWEEN THE COUNTY OF RIVERSIDE, THE
3 CITY OF RIVERSIDE AND WESTERN MUNICIPAL WATER DISTRICT
4 FOR
5 VAN BUREN BOULEVARD SEWER IMPROVEMENTS PROJECT

6 This Memorandum of Understanding, hereinafter referred to as MOU, is entered into on the 1st day
7 of March, 2019, by the County of Riverside hereinafter referred to as "County", City of
8 Riverside, hereinafter referred to as "City" and Western Municipal Water District, hereinafter referred to as
9 "WMWD."

10 WITNESSETH

11 A. Van Buren Boulevard is a major transportation arterial between the 91 and 215 freeways crossing the
12 jurisdictions of both the County and City.

13 B. The section of Van Buren Boulevard between Dauchy Avenue and King Avenue faces development
14 challenges due to the lack of a public sanitary sewer system.

15 C. The County's Transportation and Land Management Agency (TLMA) is working on a capital
16 improvement project to widen Van Buren Boulevard to three lanes, install center medians, and sidewalk
17 improvements from Wood Road to Washington Street, known as the Van Burden Boulevard Widening Project.

18 D. Many of the existing retail and commercial frontage properties along Van Buren Boulevard struggle
19 with failed private septic systems.

20 E. The Van Buren Sewer Improvements Project ("Project") is generally defined, as shown in Exhibit A, as
21 the construction of a gravity sewer main within Van Buren Boulevard, the construction of a lift station on the north
22 easterly corner of Krameria Avenue and Washington Street, and the construction of a force main to carry effluent
23 and join into the City's gravity sewer system at Wood Road. The Project's general sewer service area is for
24 frontage parcels along Van Buren Blvd from Wood Road to King Avenue.

25 F. In 2015, the County coordinated with the City and WMWD for cost proposals to serve the Project area
26 with a sanitary sewer system. Based upon this exercise, property owners would pay significantly less in connection
27 fees if the project was constructed and maintained by the City.
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1 G. The City and County have mutually agreed that the Project area requires a sanitary sewer system be
2 constructed to mitigate failing private septic systems and to create infrastructure for future economic development.

3 H. For parcels within the Project area, both in the City and County jurisdictions, the City will be
4 remunerated for the cost of the infrastructure by charging applicable sewer service charges and fees as per the City
5 wide Sewer Service Monthly Rates schedule, as under effect at the time of private sewer connection by a property
6 owner.

7 I. WMWD will sell, and the City will purchase, a vacant parcel of land on the north easterly corner of
8 Washington Street and Krameria Avenue ("Western Property") for the location of the City's sewer lift station as
9 part of the Project. Said land transaction between WMWD and the City will be a mutually agreed price based upon
10 a fair market appraisal and other considerations, and shall be completed as an "arm's length" transaction.

11 J. WMWD and the City will revise their service areas to reflect parcels that will be served by the City's
12 sewer system as a result of the Project as shown in Exhibit B. Said revisions shall be complete pursuant to
13 applicable legal requirements, and any Cooperative Agreements for Sewer Service between WMWD and the City,
14 and any other applicable requirements. The service area revision shall be completed at the City's sole cost and
15 expense.

16 K. The intent of the City is that the Project will be constructed prior to or at the same time as the County's
17 TLMA Van Buren Boulevard Widening Project.

18 L. The County was tasked with resolving the financial constraints of the proposed Project and to represent
19 those property owners within the unincorporated area of the County. The County worked with the City to
20 determine that the City's Sewer Enterprise Fund has the capacity to finance the Project.

21 THEREFORE, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

22 SECTION I. Design, Construction And Installation of the Project

23 (a) The Project Facilities. City shall be responsible, at its sole cost and expense, for the design,
24 installation, ownership, operation, repair and maintenance of the Project facilities as set forth in Exhibit
25 A.

26 (b) Western Property. WMWD will sell, and the City will purchase, the Western Property described in
27 Exhibit C and generally located on the north easterly corner of Krameria Avenue and Washington
28 Street. The City represents and warrants that the Western Property shall be used only for the proposed

1 lift station, which is needed to receive wastewater deliveries from the properties within the County's
2 jurisdiction. Therefore, the purchase and sale transaction shall include terms and conditions whereby
3 the Western Property will not be sold, and/or shall be re-conveyed to WMWD, if the City does not
4 utilize the Western Property for the construction, installation, and operation of the lift station.

5 (c) County Construction Project. If the Project is deemed ready to construct and TLMA is one year or less
6 from beginning construction of the Van Buren Boulevard Widening Project, the City will coordinate
7 with TLMA for a single construction project through a subsequent Cooperative Agreement. If TLMA is
8 one year or greater from beginning construction on the Van Buren Boulevard Widening Project, then
9 the City will proceed with construction of the Project. The County will not make any financial
10 contribution to the design or construction of the Project.

11 (d) Project Entitlements. For the area of the Project within County jurisdiction, the County will provide the
12 City expedited and no-fee construction review, construction permits and recorded easement(s) for the
13 Project improvements.

14 (e) Boundary Revisions. Minor revisions to the service area boundaries described above may be made
15 with the approval of the Local Agency Formation Commission (LAFCO) (if required), City Council,
16 and WMWD Board of Directors and subject to the Cooperative Agreement and any other contractual
17 arrangements between the City and WMWD in regard to boundary lines.

18 **SECTION II. Delivery and Acceptance of Wastewater Flows**

19 (a) Coordination between City and County. The City and County will coordinate the points of connection
20 and land use for all properties within the County's jurisdiction of the Project to assist the City with the
21 determination of the connection fee(s). Additionally, the City will work with the County to determine
22 the appropriate construction staging, closures and detours that may be required for the Project in an
23 effort to minimize disruptions to the businesses and public travel.

24 (b) Customer Relationships. City will develop and maintain all customer relationships within the City and
25 the properties that are within the County's jurisdiction that will be connecting to the Project including,
26 but not limited to, wastewater billing and wastewater services.

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1 (c) Connection Fees. All properties within the boundaries as identified in Exhibit "A" shall pay a
2 connection fee as set by the City's current adopted schedules of sewer rates, charges, and fees, as they may
3 be revised from time to time.

4 **SECTION III. Term and Termination:**

5 (a) TERM OF MOU. The term of this MOU shall be effective on the date of full execution by all parties
6 ("Effective Date"). The term of this MOU shall be from the Effective Date to the date of termination by
7 one or more parties under one of the following procedures:

8 (i) Notice of Opportunity to Cure. If any party to this MOU believes that the other party has
9 failed to perform any obligation of that party in accordance with the terms of this MOU
10 ("Default"), the party alleging the Default shall provide written notice ("Default Notice")
11 to the other party, setting forth the nature of the alleged Default. Unless otherwise
12 provided for by a specific term of this MOU, the party claimed to be in Default shall have:
13 thirty (30) days from the receipt of the Default Notice to completely cure such Default or,
14 if such Default cannot reasonably be cured within such thirty (30) day period, to
15 commence the cure of such Default within the thirty (30) day period and diligently
16 prosecute the cure to completion thereafter. If the party claimed to be in Default does not
17 cure such Default within the time periods and procedures as set forth herein, the party
18 alleging Default may then terminate this MOU.

19 (ii) All parties have mutually agreed to dissolve this MOU.

20 (iii) All work referenced herein has been completed and the sanitary sewer is available for all
21 properties located within the Project that can reasonably connect.

22 **SECTION IV. IT IS FURTHER MUTUALLY AGREED:**

23 (a) AMENDMENTS TO WORK PROGRAM. County/City/WMD is authorized to approve and execute
24 changes to this MOU. Such changes shall be mutually agreed upon by and between the County, City or
25 WMD.

26 (b) CONFLICT OF INTEREST. No member, official, or employee of the County, City, or WMD shall
27 have any personal interest, direct, or indirect, in this MOU, nor shall any such member, official, or
28 employee participate in any decision relative to this MOU which affects his or her personal interests or the

1 interests of any corporation, partnership, or association in which he or she is directly or indirectly
2 interested.

3 (c) NO THIRD PARTY BENEFICIARIES. This MOU is made and entered into for the sole protection and
4 benefit of the parties hereto. No other person or entity shall have any right of action based upon the
5 provisions of this MOU.

6 (d) INDEMNIFICATION. Each party ("Indemnitor") shall indemnify and hold the other parties
7 ("Indemnitee"), its officers, agents and employees free and harmless from liability to any person or entity
8 not a party to this MOU from any damage, loss or injury to person and/or property which primarily relates
9 to or arises from the actual or alleged negligence of, or willful misconduct of the Indemnitor, its officers,
10 agents, or employee in the execution or implementation of the MOU.

11 (e) NOTICES. Any required notices or correspondence shall be sent to the contact persons listed below:

12 **COUNTY OF RIVERSIDE**

13 **C/O County of Riverside Economic Development Agency**

14 **Assistant County Executive Officer/EDA**

15 **3403 10th Street, Ste. 400**

16 **Riverside, CA 92501**

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18 **CITY OF RIVERSIDE**

19 **Public Works Department**

20 **Public Works Director**

21 **3900 Main Street**

22 **Riverside, CA 92522**

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24 **WESTERN MUNICIPAL WATER DISTRICT**

25 **General Manager**

26 **14205 Meridian Parkway**

27 **Riverside CA 92518**
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- 1 (f) CHANGES OR MODIFICATIONS. No part of this MOU may be modified, altered, amended, waived, or
2 changed without the express written consent of all parties hereto.
- 3 (g) GOVERNING LAW AND JURISDICTION. The parties agree that in the exercise of this MOU, the
4 parties shall comply with all applicable federal, state, county, and local laws and regulations. The
5 existence, validity, construction, operation, and effect of this MOU and all of its terms and provisions shall
6 be determined in accordance with the laws of the State of California. Any action at law or in equity
7 brought by any party hereto for the purpose of enforcing a right or rights provided for by this MOU shall be
8 tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties
9 hereby waive all provisions of law providing for a change of venue in such proceedings to any other
10 county.
- 11 (h) ENTIRE MOU. This MOU embodies the entire agreement between the parties in relation to the subject
12 matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter
13 exists between the parties at the time of execution of this MOU.
- 14 (i) AUTHORITY TO EXECUTE. The individuals executing this MOU each represent and warrant that they
15 have the legal power, right, and actual authority to bind their respective parties to the terms and conditions
16 hereof and thereof.
- 17 (j) AMBIGUITY. This MOU is the result of negotiations between the parties hereto and the advice
18 and assistance of their respective counsel. The fact that this MOU was prepared as a matter of
19 convenience by the County shall have no import or significance. Any uncertainty or ambiguity in
20 this Agreement shall not be construed against the County on the basis that the County prepared
21 this MOU in its final form.
- 22 (k) COUNTERPARTS. The parties may execute duplicate originals (counterparts) of the MOU or any other
23 document that they are required to sign or furnish pursuant to this MOU.
- 24 (l) RELATIONSHIP OF THE PARTIES. Nothing contained in this MOU shall be deemed or construed by
25 the parties or by any third person to create the relationship of principal and agent, or partnership or joint
26 venture, or any association between the County, City, and WMWD, and none of the provisions contained in
27 this MOU or any act of the parties shall be deemed to create any relationship other than as specified herein,
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1 nor shall this MOU be construed, as expressly provided herein, to authorize any party to act as the agent for
2 the other.

3 (m) ATTORNEY FEES. Each Party shall bear its own costs including lawyers' fees, in relation to this
4 Agreement.

5 (n) WAIVER. Any waiver by the County, WMWD, or the CITY of any breach by any other party of any provision of
6 this MOU shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision
7 hereof. Failure on the part of the County, WMWD, or the CITY to require from any other party exact, full and
8 complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing
9 the terms hereof or estopping the County, WMWD, or the CITY from enforcing this Agreement.

10 (o) SEVERABILITY. If any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or
11 unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated
12 in any way.

13
14 IN WITNESS WHEREOF, the County, City, and WMWD have caused this MOU to be executed by their
15 respective officers. The effective date of this MOU shall be the date first above written.

16
17 ADOPTED, SIGNED AND APPROVED BY:

18
19 RIVERSIDE COUNTY BOARD OF SUPERVISORS on 14th day of March, 2019.

20 ATTEST:

21 Kecia Harper-Them

22 Clerk to the Board of Supervisors

23 By [Signature]

24 Chairman of the Board of Supervisors

25 KEVIN JEFFRIES

26 By [Signature]

27 Deputy

28 FORM APPROVED COUNTY COUNSEL

BY [Signature] 2/14/19
KRISTINE BELL-VALDEZ DATE

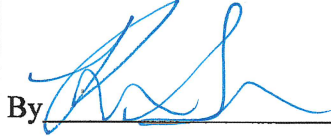
1 CITY OF RIVERSIDE on 8th day of February 2019.

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3 _____
4 Rafael Guzman
Assistant City Manager

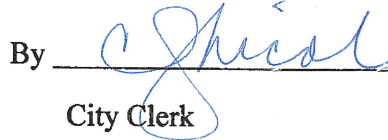
5 APPROVED AS TO FORM:

ATTEST:

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7 By _____

8 Deputy City Attorney

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By _____

10 City Clerk

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13 WESTERN MUNICIPAL WATER DISTRICT on 4 day of March, 2019.

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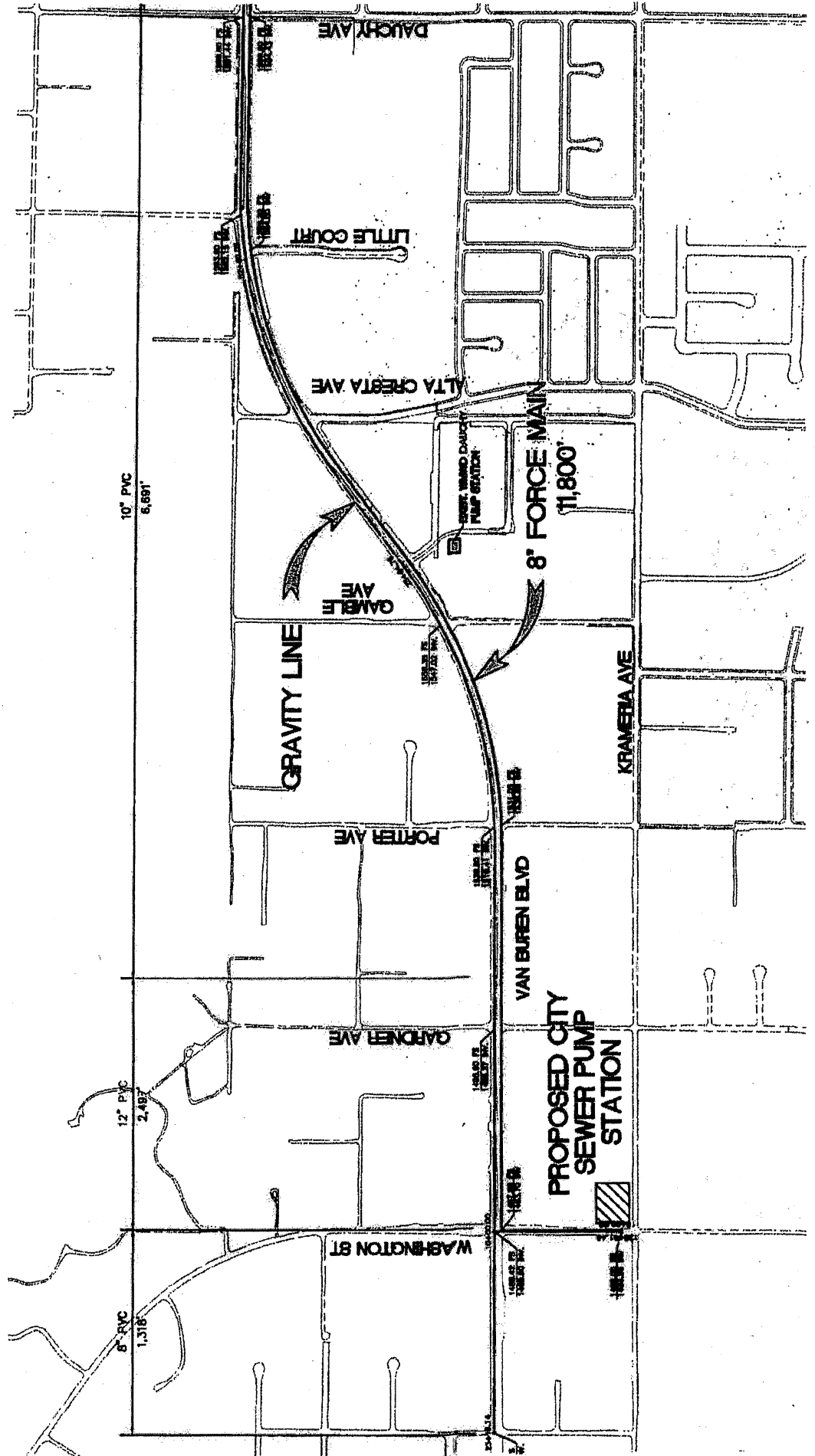
15 _____
16 Chairman of the Board

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Exhibit A

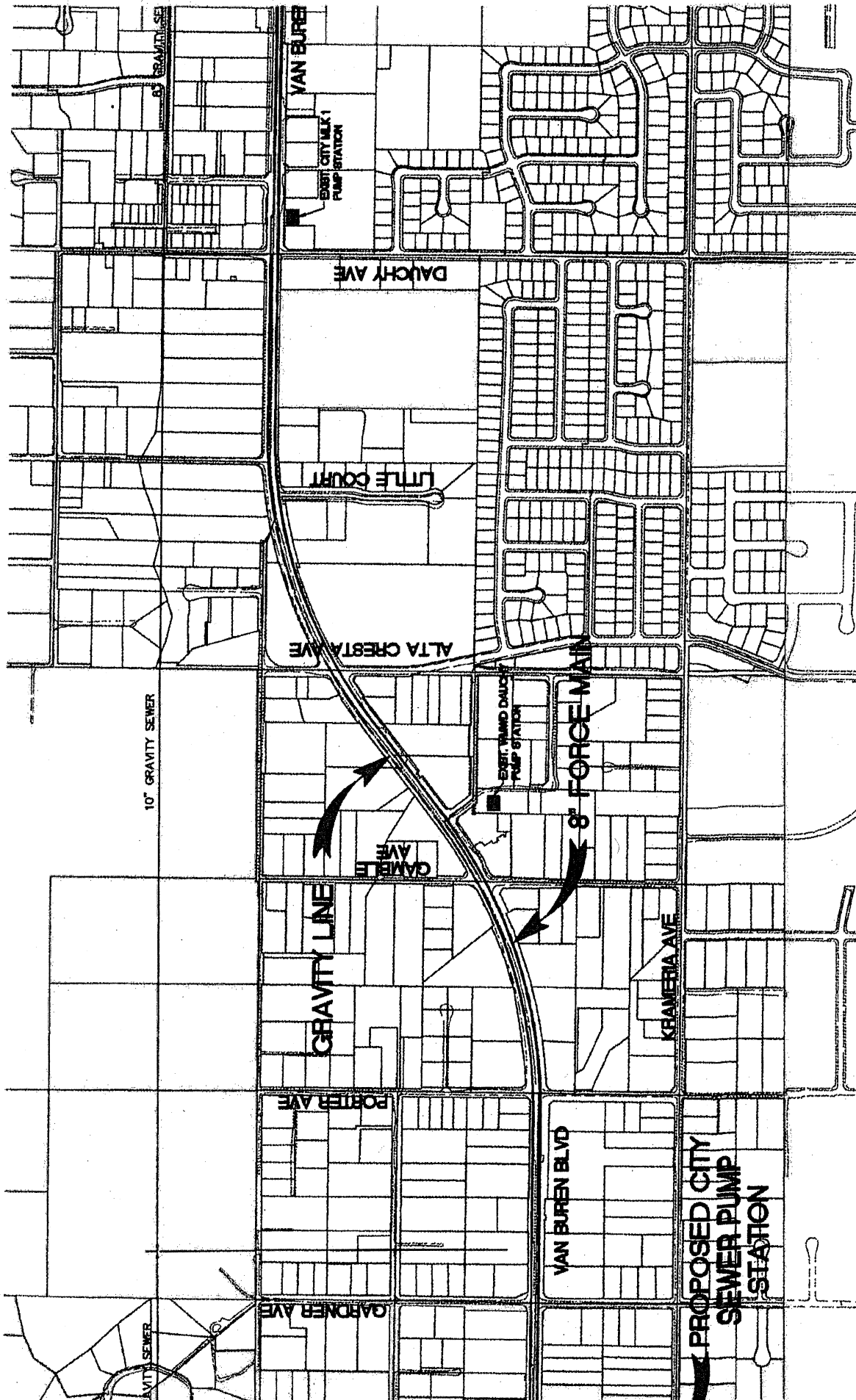
Van Buren Sewer Improvements Project Map

Van Buren Sewer Improvements



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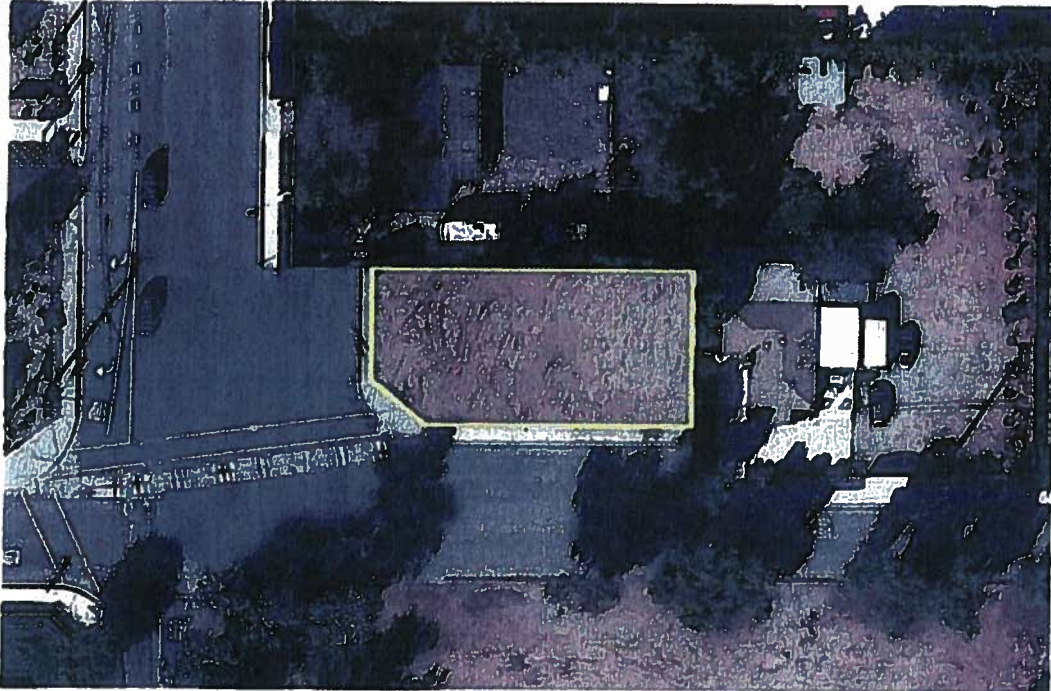
Exhibit B
Project Sewer Service Area



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Exhibit C
WMWD Property

SUBJECT PROPERTY



Aerial view of the subject property situated at the northeast corner of Washington Street and Krameria Avenue, within unincorporated Riverside County territory. See additional photograph in the Addenda Section.

APPARENT VESTEE:

County of Riverside

Mailing address: 3403 10th Street, Suite 500
Riverside, California 92501

Telephone: c/o Lorie G. Houghlan
Real Property Agent
(951) 955-8916

PROPERTY ADDRESS:

16476 Washington Street
Riverside County, California

LEGAL DESCRIPTION:

Portion of Lot 1, Woodcrest Acres No. 4, per map recorded in Book 15, Page 24 of Maps, in the office of the County Recorder, County of Riverside, California.

LIDGARD AND ASSOCIATES
APPRAISERS-CONSULTANTS



LIDGARD AND ASSOCIATES
APPRAISERS-CONSULTANTS

