

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: TLMA – Transportation Department

307 B

SUBMITTAL DATE:
August 20, 2014

SUBJECT: Approval of Cooperative Agreement between the County of Riverside, the County of Riverside Flood Control and Water Conservation District, the City of Menifee and the City of Perris for Romoland Master Drainage Plan Line A, Stage 4,5,6 Project No. 4-0-00310,-00312, and -00345. 3rd/5th District, 5th/3rd District, 5th/5th District; [\$44,000]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the County of Riverside, The County of Riverside Flood Control and Water Conservation District, the City of Menifee, and the City of Perris; and
2. Authorize the Chairman of the Board to execute the Cooperative Agreement documents on behalf of the County of Riverside.

BACKGROUND:

Summary

The County of Riverside Flood Control and Water Conservation District (District) is proposing to design and construct a collection of drainage facilities known as Homeland/MDP Line 1 from Juniper Flats Basin to Briggs Road Basin in the City of Menifee and a portion of unincorporated County area.


Patricia Romo
Assistant Director of Transportation
for Juan C. Perez
Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent ☐ Policy ☒
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Gas Tax (\$44,000 financial contribution). There are no General Funds used in the project.				Budget Adjustment: No	
				For Fiscal Year: 14/15	

C.E.O. RECOMMENDATION:

APPROVE

BY:


Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.:

District: 3/5, 5/3, 5/5

Agenda Number:

3-109

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of Cooperative Agreement between the County of Riverside, the County of Riverside Flood Control and Water Conservation District, the City of Menifee and the City of Perris for Romoland Master Drainage Plan Line A, Stage 4,5,6 Project No. 4-0-00310,-00312, and -00345. 3rd/5th District, 5th/3rd District, 5th/5th District; [\$0]; Local Funds 100%

DATE: August 20, 2014

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

This Cooperative Agreement (Agreement) sets forth the terms and conditions by which the District will design and construct the Homeland and Romoland Master Drainage Plans.

The Agreement is necessary for the County of Riverside (County), the City of Menifee, and the City of Perris (Cities) to grant the District the necessary rights to access, construct, operate, and maintain the project within their respective rights-of-way. Upon completion of project construction, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain facilities, open channel, and basins while (A) the Cities will assume ownership and responsibility for the operation and maintenance of (i) the structural integrity of reinforced concrete box road crossings, (ii) laterals that are 36-inches or less in diameter, and (iii) associated appurtenances such as catch basins, connector pipes, etc. that are located within their respective rights-of-way; and (B) County will assume ownership and responsibility for the operation and maintenance of (i) laterals that are 36-inches or less in diameter, and (ii) associated appurtenances such as catch basins, connector pipes, etc. that are located within its rights of way.

Certain interfering traffic signal poles owned and operated by the County, on Briggs Road at the Heritage High School main entrance, will be relocated as a part of the District's public works construction contract for project. Under this Agreement, the County will prepare the necessary construction plans to relocate the traffic signal, and the District will include the signal relocation plans as part of the Master Drainage Plan project. The County and District will share in the cost to design and construct the signal pole relocation. The estimated cost is \$66,000 and the District will contribute an amount based on the lesser of either; (A) 1/3 of the actual design and construction costs associated with the traffic signal pole relocation, or (B) \$25,000 toward the design and construction of the traffic signal pole relocation. Upon completion of construction, the County will accept ownership and responsibility for the operation and maintenance of the relocated traffic signal pole.

The District is funding all design, construction, and construction inspection costs for the Drainage project.

County Counsel has approved the Agreement as to legal form, and the Cities have executed the Agreement. A companion item appears on the District's Board Agenda this same date.

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, this project will (i) provide an outlet for adjacent development, (ii) provide immediate flooding relief for the area east of I-215 Freeway at McLaughlin Road, (iii) improve traffic safety during periods of flooding and (iv) help reduce the floodplain limits along the mainline storm drain system.

SUPPLEMENTAL:

Additional Fiscal Information

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

Future operations and maintenance costs associated with drainage pipes and appurtenances less than 36-inches will accrue to the County or Cities.

Romoland Master Drainage Plan (MDP) Line A, Stages 4, 5 and 6
Romoland MDP Line A-2, Stage 1
Romoland MDP Line A-3, Stage 1
Homeland MDP Line 1, Stage 1
Homeland MDP Briggs Road and Juniper Flats Road Basins
Project Nos. 4-0-00310; 4-0-00312 and 4-0-00345

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", the County of Riverside, hereinafter called "COUNTY", the City of Perris, hereinafter called "PERRIS", and the City of Menifee, hereinafter called "MENIFEE", hereby agree as follows:

A. DISTRICT has budgeted for and plans to construct certain flood control
provide necessary flood control and drainage improvements for certain areas within
the Cities of Meniffee and Perris and unincorporated Homeland area of Riverside

B. These flood control facilities consist of: (i) Romoland Master Drainage Plan (MDP) Line A, Stage 4, as shown on District Drawing No. 4-0846 and in concept, in blue on Exhibit A, attached hereto and made a part hereof, hereinafter called "STAGE 4", (ii) Romoland MDP Line A, Stage 5, as shown on District Drawing No. 4-0861 and in concept, in red on Exhibit A, hereinafter called "STAGE 5", (iii) Romoland MPD Line A, Stage 6, as shown on District Drawing No. 4-0860 and in concept, in green on Exhibit A, hereinafter called "STAGE 6", (iv) Romoland MDP Line A-2, Stage 1, as shown on District Drawing No. 4-0869 and in concept, in orange on Exhibit A, hereinafter called "LINE A-2", (v) a segment of Romoland MDP Line A-3, Stage 1, as shown on District Drawing No. 4-0871 and in concept, in yellow on Exhibit A, hereinafter called "LINE A-3", (vi) Homeland MDP Line 1, Stage 1, as shown on District Drawing No. 4-0859 and in concept, in blue dashed on Exhibit A, hereinafter

1 called "LINE 1", (vii) Homeland MDP Briggs Road Basin, as shown on District Drawing No. 4-
2 0859 and in concept, in red cross-hatched on Exhibit A, hereinafter called "BRIGGS BASIN",
3 and (viii) Homeland MDP Juniper Flats Road Basin, as shown on District Drawing No. 4-0859
4 and in concept, in green cross-hatched on Exhibit A, hereinafter called "JUNIPER FLATS
5 BASIN". Altogether, STAGE 4, STAGE 5, STAGE 6, LINE A-2, LINE A-3, LINE 1,
6 BRIGGS BASIN, and JUNIPER FLATS BASIN are hereinafter called "STORM DRAIN
7 FACILITIES"; and
8

9 C. STORM DRAIN FACILITIES consist of the construction and subsequent
10 operation and maintenance of the following components:

- 11 (1) STAGE 4 - (i) approximately 6,300 lineal feet of trapezoidal channel with
12 associated transition structures, hereinafter called "STAGE 4 CHANNEL",
13 (ii) approximately 60 lineal feet of 4-cell reinforced concrete box (RCB)
14 crossing at Trumble Road, hereinafter called "TRUMBLE ROAD
15 CROSSING", (iii) approximately 120 lineal feet of 4-cell RCB crossing at
16 Sherman Road, hereinafter called "SHERMAN ROAD CROSSING", (iv)
17 approximately 60 lineal feet of 3-cell RCB crossing at Dawson Road,
18 hereinafter called "DAWSON ROAD CROSSING", (v) approximately 100
19 lineal feet of 3-cell RCB crossing at Antelope Road, hereinafter called
20 "ANTELOPE ROAD CROSSING", (vi) approximately 60 lineal feet of 3-
21 cell RCB crossing at San Jacinto Road, hereinafter called "SAN JACINTO
22 ROAD CROSSING", and (vii) approximately 1,030 lineal feet of 2-cell
23 RCB with associated transition structures, hereinafter called "STAGE 4
24 RCB";
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- 1 (2) STAGE 5 - approximately 1,850 lineal feet of 2-cell RCB with associated
2 transition structure, hereinafter called "STAGE 5 RCB";
- 3 (3) STAGE 6 - (i) approximately 2,720 lineal feet of 1-cell RCB with
4 associated transition structures, hereinafter called "STAGE 6 RCB", and (ii)
5 approximately 2,570 lineal feet of reinforced concrete pipe (RCP),
6 hereinafter called "STAGE 6 RCP";
- 7 (4) LINE A-2 - (i) approximately 2,800 lineal feet of trapezoidal channel with
8 associated transition structures, hereinafter called "LINE A-2 CHANNEL",
9 (ii) approximately 440 lineal feet of 2-cell RCB and 120 lineal feet of 1-cell
10 RCB, hereinafter called "LINE A-2 RCB", (iii) approximately 120 lineal
11 feet of 2-cell RCB crossing at Rouse Road, hereinafter called "ROUSE
12 ROAD CROSSING", (iv) approximately 60 lineal feet of 1-cell RCB
13 crossing at Street "J", hereinafter called "STREET J CROSSING", (v)
14 approximately 60 lineal feet of 1-cell RCB crossing at Palomar Road,
15 hereinafter called "PALOMAR ROAD CROSSING", and (vi)
16 approximately 8 lineal feet of 48-inches RCP and associated inlet structure,
17 hereinafter called "LINE A-2 INLET";
- 18 (5) A segment of LINE A-3 - approximately 530 lineal feet of 1-cell RCB with
19 associated concrete bulkhead, hereinafter called "LINE A-3 RCB";
- 20 (6) LINE 1 - (i) approximately 1,880 lineal feet of 2-cell RCB and 2,500 lineal
21 feet of 1-cell RCB with associated transition structure, hereinafter called
22 "LINE 1 RCB", (ii) approximately 1,850 lineal feet of trapezoidal channel
23 with associated transition structures, hereinafter called "LINE 1
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1 CHANNEL", and (iii) approximately 4,030 lineal feet of RCP with
2 associated transition structures, hereinafter called "LINE 1 RCP;

3 (7) BRIGGS BASIN – a detention basin with associated inlets, outlet, v-ditch,
4 access ramps, and maintenance road;

5 (8) JUNIPER FLATS BASIN – a detention basin with associated inlet
6 structure, outlet, spillway, v-ditch, access ramps, and maintenance road;
7
8 and

9 D. Associated with the construction of STORM DRAIN FACILITIES is the
10 construction of certain catch basins, connector pipes and laterals that are 36 inches or less in
11 diameter located within COUNTY, MENIFEE, or PERRIS held easements or rights of way are
12 hereinafter called "COUNTY APPURTENANCES", "MENIFEE APPURTENANCES", or
13 "PERRIS APPURTENANCES", respectively; and
14

15 E. STAGE 4 CHANNEL, STAGE 4 RCB, STAGE 5 RCB, STAGE 6 RCB,
16 STAGE 6 RCP, LINE A-2 CHANNEL, LINE A-2 RCB, STREET J CROSSING, LINE A-3
17 RCB, LINE 1 RCB, LINE 1 CHANNEL, LINE 1 RCP, BRIGGS BASIN, and JUNIPER
18 FLATS BASIN are hereinafter altogether called "DISTRICT FACILITIES"; and
19

20 F. TRUMBLE ROAD CROSSING is to be located within the jurisdictional
21 boundaries of MENIFEE and PERRIS. Those portions of TRUMBLE ROAD CROSSING that
22 are within the jurisdictional boundaries of PERRIS, as shown in concept in blue on Exhibit "B"
23 attached hereto and made a part hereof, is hereinafter called "PERRIS FACILITY"; and
24

25 G. SHERMAN ROAD CROSSING, DAWSON ROAD CROSSING,
26 ANTELOPE ROAD CROSSING, SAN JACINTO ROAD CROSSING, ROUSE ROAD
27 CROSSING, PALOMAR ROAD CROSSING, LINE A-2 INLET and those portions of
28 TRUMBLE ROAD CROSSING that are within the jurisdictional boundaries of MENIFEE, as

1 shown in concept in red on Exhibit B, are hereinafter altogether called "MENIFEE
2 FACILITIES"; and

3
4 H. Together, STORM DRAIN FACILITIES, COUNTY APPURTENANCES,
5 PERRIS APPURTENANCES, and MENIFEE APPURTENANCES are hereinafter called
6 "PROJECT"; and

7
8 I. COUNTY and MENIFEE jointly own, operate and maintain a traffic signal
9 system that is located within Briggs Road right of way at the Heritage High School's main
10 entrance. DISTRICT has determined that the traffic signal poles located within COUNTY'S
11 jurisdiction interfere with the proposed LINE 1 facility; therefore, the traffic signal poles must
12 be relocated. The estimated costs for the design and construction of the traffic signal poles
13 relocation are sixteen thousand dollars (\$16,000) and fifty thousand dollars (\$50,000),
14 respectively. COUNTY is willing to prepare the necessary construction plans and specifications
15 to relocate the traffic signal poles, hereinafter called "TRAFFIC SIGNAL POLE
16 RELOCATION PLAN". COUNTY desires DISTRICT to include TRAFFIC SIGNAL POLE
17 RELOCATION PLAN as part of its public works construction contract for PROJECT; and
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19

20 J. DISTRICT is willing to include TRAFFIC SIGNAL POLE RELOCATION
21 PLAN into its public works construction contract for PROJECT provided that COUNTY
22 reimburses DISTRICT for COUNTY'S share of actual cost of constructing the traffic signal
23 poles relocation as set forth herein; and

24
25 K. To expedite construction of PROJECT, DISTRICT is also willing to
26 provide a financial contribution in an amount of not to exceed twenty-five thousand dollars
27 (\$25,000) toward the design and construction of the traffic signal poles relocation as follows:
28

- 1 (i) An amount based on the lesser of either: (a) $\frac{1}{3}$ (one-third) of the
2 estimated design cost of sixteen thousand dollars (\$16,000), or (b) $\frac{1}{3}$
3 (one-third) of COUNTY'S actual costs associated with the preparation
4 of TRAFFIC SIGNAL POLE RELOCATION PLAN, hereinafter
5 called "DESIGN CONTRIBUTION", and
6
7 (ii) The lowest responsible bid contract price for the construction of the
8 traffic signal poles relocation, in accordance with the approved
9 TRAFFIC SIGNAL POLE RELOCATION PLAN, is hereinafter
10 called "ORIGINAL BID". An amount based on $\frac{1}{3}$ (one-third) of
11 ORIGINAL BID, hereinafter called "CONSTRUCTION
12 CONTRIBUTION", provided that DESIGN CONTRIBUTION plus
13 CONSTRUCTION CONTRIBUTION shall not exceed a total sum of
14 twenty-five thousand dollars (\$25,000).
15
16 Together, DESIGN CONTRIBUTION and CONSTRUCTION
17 CONTRIBUTION are hereinafter called "DISTRICT TOTAL
18 CONTRIBUTION". DISTRICT TOTAL CONTRIBUTION shall not
19 exceed a total sum of twenty-five thousand dollars (\$25,000); and
20

21 L. DISTRICT desires PERRIS to accept ownership and responsibility for the
22 operation and maintenance of the structural integrity of PERRIS FACILITY. DISTRICT also
23 desires PERRIS to accept ownership and responsibility for the operation and maintenance of
24 PERRIS APPURTENANCES. Therefore, PERRIS must review and approve DISTRICT'S
25 plans and specifications for PERRIS FACILITY and PERRIS APPURTENANCES and
26 subsequently inspect and approve its construction; and
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28

1 M. DISTRICT desires MENIFEE to accept ownership and responsibility for
2 the operation and maintenance of the structural integrity of MENIFEE FACILITIES.
3 DISTRICT also desires MENIFEE to accept ownership and responsibility for the operation and
4 maintenance of MENIFEE APPURTENANCES. Therefore, MENIFEE must review and
5 approve DISTRICT'S plans and specifications for MENIFEE FACILITIES and MENIFEE
6 APPURTENANCES and subsequently inspect and approve its construction; and

8 N. DISTRICT desires COUNTY to accept ownership and responsibility for
9 the operation and maintenance of COUNTY APPURTENANCES. Therefore, COUNTY must
10 review and approve DISTRICT'S plans and specifications for COUNTY APPURTENANCES
11 and subsequently inspect and approve its construction. DISTRICT also desires COUNTY to
12 accept ownership and responsibility for the operation and maintenance of the relocated traffic
13 signal poles upon completion of construction. Therefore, COUNTY must inspect and approve
14 the construction of the traffic signal poles relocation; and

16 O. It is in the best interest of the public to proceed with the construction of
17 PROJECT at the earliest possible date; and

19 P. The purpose of this Agreement is to memorialize the mutual understandings
20 by and between DISTRICT, COUNTY, PERRIS and MENIFEE with respect to design,
21 construction, ownership, operation and maintenance of PROJECT and DISTRICT'S financial
22 contributions toward the design and construction of COUNTY'S traffic signal poles relocation.

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

DISTRICT shall:

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

2. Prepare, or cause to be prepared, plans and specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT, COUNTY, PERRIS, and MENIFEE standards.

3. Include COUNTY prepared and approved TRAFFIC SIGNAL POLE RELOCATION PLAN as part of its public works construction contract for PROJECT.

4. Obtain all necessary rights of way, rights of entry and temporary construction easements necessary to construct, inspect, operate and maintain PROJECT.

5. Secure, at its sole cost and expense, all necessary permits, approvals, licenses or agreements as may be required by any Federal, State and local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT.

6. Prior to advertising PROJECT for public works construction contract bids, submit IMPROVEMENT PLANS to COUNTY, PERRIS, and MENIFEE for their review and approval, as appropriate.

7. Advertise, award and administer a public works construction contract for IMPROVEMENT PLANS, including TRAFFIC SIGNAL POLE RELOCATION PLAN at its sole cost and expense.

8. Provide COUNTY, PERRIS, and MENIFEE with written notice that DISTRICT has awarded a public works construction contract for IMPROVEMENT PLANS and

1 TRAFFIC SIGNAL POLE RELOCATION PLAN. The written notice to COUNTY shall
2 include the Contractor's actual bid amounts for TRAFFIC SIGNAL POLE RELOCATION
3 PLAN, setting forth herein the ORIGINAL BID amount.
4

5 9. Invoice COUNTY (Attn: Dowling Tsai) for the difference between $\frac{2}{3}$
6 (two-thirds) of ORIGINAL BID amount and DISTRICT'S DESIGN CONTRIBUTION,
7 hereinafter called "COUNTY'S INITIAL CONSTRUCTION PAYMENT", at the time of
8 providing written notice of the award of a construction contract as set forth in Section I.8.
9

10 10. Keep an accurate accounting of all traffic signal poles relocation
11 construction costs and include the final accounting when invoicing COUNTY for the remainder
12 payment. The final accounting of construction costs shall include a detailed breakdown of all
13 costs, including but not limited to payment vouchers, COUNTY approved change orders and
14 other such construction contract documents as may be necessary, to establish COUNTY'S share
15 of actual cost of construction for COUNTY approved TRAFFIC SIGNAL POLE
16 RELOCATION PLAN.
17

18 11. Prior to commencing PROJECT construction, schedule and conduct a pre-
19 construction meeting between DISTRICT, COUNTY, PERRIS, MENIFEE and other affected
20 entities. DISTRICT shall notify COUNTY, PERRIS, and MENIFEE at least twenty (20) days
21 prior to conducting the pre-construction meeting.
22

23 12. Furnish COUNTY, PERRIS, and MENIFEE, at the time of providing
24 written notice for the pre-construction meeting as set forth in Section I.11., with a construction
25 schedule which shall show the order and dates in which DISTRICT or DISTRICT'S contractor
26 proposes to carry out on the various parts of work, including estimated start and completion
27 dates.
28

1 13. Not permit any change to, or modification of, DISTRICT and COUNTY
2 approved TRAFFIC SIGNAL POLE RELOCATION PLAN without the prior written
3 permission and consent of COUNTY.

4 14. Pursuant to a DISTRICT administered public works construction contract,
5 construct, or cause to be constructed, PROJECT in accordance with DISTRICT, COUNTY,
6 PERRIS, and MENIFEE approved IMPROVEMENT PLANS and traffic signal poles relocation
7 in accordance with DISTRICT and COUNTY approved TRAFFIC SIGNAL POLE
8 RELOCATION PLAN.

9 15. Inspect, or cause to be inspected, construction of PROJECT.

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

13 17. Require its prime construction contractor(s) to include COUNTY, PERRIS,
14 and MENIFEE as additional insureds under the liability insurance coverage for PROJECT and
15 the traffic signal poles relocation, and also require its construction contractor(s) to include (i)
16 COUNTY as a third party beneficiary of any and all warranties of the contractor's work with
17 regard to TRAFFIC SIGNAL POLE RELOCATION PLAN and COUNTY
18 APPURTENANCES, (ii) PERRIS as a third party beneficiary of any and all warranties of the
19 contractor's work with regard to PERRIS FACILITY and PERRIS APPURTENANCES, and
20 (iii) MENIFEE as a third party beneficiary of any and all warranties of the contractor's work
21 with regard to MENIFEE FACILITIES and MENIFEE APPURTENANCES.

22 18. Within two (2) weeks of completing PROJECT construction, provide
23 COUNTY, PERRIS, and MENIFEE with written notice that PROJECT construction is
24 substantially complete and requesting that (i) COUNTY conduct a final inspection of COUNTY
25

1 APPURTENANCES and subsequently assume ownership and responsibility for operation and
2 maintenance of COUNTY APPURTENANCES, (ii) COUNTY also conduct a final inspection
3 of traffic signal poles relocation and subsequently accept the relocated traffic signal poles as
4 operational, (iii) PERRIS conduct a final inspection of PERRIS FACILITY and subsequently
5 assume ownership and responsibility for operation and maintenance of the structural integrity of
6 PERRIS FACILITY, (iv) PERRIS also conduct a final inspection of PERRIS
7 APPURTENANCES and subsequently assume ownership and responsibility for operation and
8 maintenance of PERRIS APPURTENANCES, (v) MENIFEE conduct a final inspection of
9 MENIFEE FACILITIES and subsequently assume ownership and responsibility for operation
10 and maintenance of the structural integrity of MENIFEE FACILITIES, and (vi) MENIFEE also
11 conduct a final inspection of MENIFEE APPURTENANCES and subsequently assume
12 ownership and responsibility for operation and maintenance of MENIFEE APPURTENANCES.
13
14

15 19. Upon DISTRICT'S acceptance of PROJECT construction as complete,
16 provide COUNTY, PERRIS, and MENIFEE with a copy of DISTRICT'S Notice of Completion.
17

18 20. Upon DISTRICT'S acceptance of PROJECT construction as complete,
19 provide (i) COUNTY with a reproducible copy of "record drawing" plans for COUNTY
20 APPURTENANCES, (ii) COUNTY with a reproducible copy of "record drawing" plans for the
21 relocated traffic signal poles, (iii) PERRIS with a reproducible copy of "record drawing" plans
22 for PERRIS FACILITY and PERRIS APPURTENANCES, (iv) MENIFEE with a reproducible
23 copy of "record drawing" plans for MENIFEE FACILITIES and PERRIS APPURTENANCES,
24 and (v) MENIFEE with a reproducible copy of "record drawing" plans for the relocated traffic
25 signal poles.
26

27 21. If COUNTY'S share of actual construction costs as established in Section
28 I.10 is greater than COUNTY'S INITIAL CONSTRUCTION PAYMENT, invoice COUNTY

1 (Attn: Dowling Tsai) for the remainder payment, hereinafter called "COUNTY'S FINAL
2 CONSTRUCTION PAYMENT".

3
4 22. Accept ownership and sole responsibility for the operation and maintenance
5 of PROJECT until such time as (i) COUNTY accepts ownership and responsibility for operation
6 and maintenance of COUNTY APPURTENANCES, (ii) PERRIS accepts ownership and
7 responsibility for operation and maintenance of PERRIS APPURTENANCES, (iii) PERRIS
8 accepts ownership and responsibility for operation and maintenance of the structural integrity
9 PERRIS FACILITY, (iv) MENIFEE accepts ownership and responsibility for operation and
10 maintenance of MENIFEE APPURTENANCES, and (v) MENIFEE accepts ownership and
11 responsibility for operation and maintenance of the structural integrity of MENIFEE
12 FACILITIES. DISTRICT shall continue thereafter to accept: (a) ownership and responsibility
13 for operation and maintenance of DISTRICT FACILITIES, and (b) maintenance responsibility
14 for keeping TRUMBLE ROAD CROSSING, SHERMAN ROAD CROSSING, DAWSON
15 ROAD CROSSING, ANTELOPE ROAD CROSSING, SAN JACINTO ROAD CROSSING,
16 ROUSE ROAD CROSSING, STREET J CROSSING, and PALOMAR ROAD CROSSING
17 free and clear of sediment and debris.
18
19

20 23. Ensure that all work performed pursuant to this Agreement by DISTRICT,
21 its agents or contractors is done in accordance with all applicable laws and regulations,
22 including but not limited to all applicable provisions of the Labor Code, Business and
23 Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs
24 associated with compliance with applicable laws and regulations.
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SECTION II

COUNTY shall:

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

2. Prepare, or cause to be prepared, TRAFFIC SIGNAL POLE RELOCATION PLAN and submit to DISTRICT and MENIFEE for review and approval, as appropriate.

3. Keep an accurate accounting of all engineering design costs associated with the preparation of TRAFFIC SIGNAL POLE RELOCATION PLAN and include this final accounting when submitting DISTRICT and COUNTY approved TRAFFIC SIGNAL POLE RELOCATION PLAN to DISTRICT. This final accounting shall include a detailed breakdown of all costs, including but not limited to payment vouchers, and other such documents as may be necessary, to establish DISTRICT'S share of actual costs associated with the preparation of TRAFFIC SIGNAL POLE RELOCATION PLAN.

4. Review and approve IMPROVEMENT PLANS prior to DISTRICT'S advertising of PROJECT for construction bids.

5. Grant DISTRICT, by execution of this Agreement, all rights necessary to construct, operate and maintain portions of PROJECT that are located within COUNTY rights of way or easements.

6. Order the relocation of all utilities installed by permit or franchise within COUNTY rights of way which conflict with the construction of PROJECT or traffic signal poles relocation and which must be relocated at the utility owner's expense.

1 7. Issue, at no cost to DISTRICT or DISTRICT'S contractor(s), the necessary
2 encroachment permit to construct PROJECT or traffic signal poles relocation within COUNTY
3 rights of way.

4 8. Pay DISTRICT within thirty (30) days after receipt of DISTRICT'S
5 appropriate invoice for COUNTY'S INITIAL CONSTRUCTION PAYMENT as set forth in
6 Section I.9.

7 9. Inspect the construction of COUNTY APPURTENANCES and traffic
8 signal poles relocation construction, and provide any comments to DISTRICT personnel who
9 shall be solely responsible for all quality control communications with DISTRICT'S
10 contractor(s) during the construction of PROJECT.

11 10. Upon receipt of DISTRICT'S written notice that PROJECT construction is
12 substantially complete as set forth in Section I.18, conduct a final inspection of COUNTY
13 APPURTENANCES and traffic signal poles relocation.

14 11. Upon its determination that the relocation of traffic signal poles is
15 satisfactorily completed, provide DISTRICT with a written Notice of Final Acceptance and,
16 thereupon, assume sole responsibility for ownership, operation and maintenance of the relocated
17 traffic signal poles.

18 12. Accept ownership and sole responsibility for the operation and maintenance
19 of COUNTY APPURTENANCES upon (i) receipt of DISTRICT'S written Notice of
20 Completion as set forth in Section I.19, and (ii) receipt of a reproducible copy of "record
21 drawing" plans for the relocated traffic signal poles and COUNTY APPURTENANCES as set
22 forth in Section I.20.

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

PERRIS shall:

2. Review and approve IMPROVEMENT PLANS prior to DISTRICT'S advertising of PROJECT for construction bids.

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

- 15 -

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

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

MENIFEE shall:

- 16 -

1 2. Review and approve IMPROVEMENT PLANS and TRAFFIC SIGNAL
2 POLE RELOCATION PLAN prior to DISTRICT'S advertising of PROJECT for construction
3 bids.

4 3. Grant DISTRICT, by execution of this Agreement, all rights necessary to
5
6 (i) construct portions of PROJECT and traffic signal poles relocation that are located within
7 MENIFEE rights of way, (ii) subsequently operate and maintain portions of DISTRICT
8 FACILITIES that are located within MENIFEE rights of way, and (iii) keep MENIFEE
9 FACILITIES free and clear of sediment and debris.

10 4. Order the relocation of all utilities installed by permit or franchise within
11 MENIFEE rights of way which conflict with the construction of PROJECT or traffic signal
12 poles relocation and which must be relocated at the utility owner's expense.

13 5. Issue, at no cost to DISTRICT or DISTRICT'S contractor(s), the necessary
14 encroachment permit to construct PROJECT or traffic signal poles relocation within MENIFEE
15 rights of way.

16 6. Inspect the construction of MENIFEE FACILITIES, MENIFEE
17 APPURTENANCES, and traffic signal poles relocation, and communicate all comments or
18 concerns to DISTRICT personnel who shall be solely responsible for all quality control
19 communications with DISTRICT'S contractor(s) during the construction of PROJECT.

20 7. Upon receipt of DISTRICT'S written notice that PROJECT construction is
21 substantially complete as set forth in Section I.18, conduct a final inspection of MENIFEE
22 FACILITIES, MENIFEE APPURTENANCES and traffic signal poles relocation.

23 8. Accept ownership and sole responsibility for the operation and maintenance
24 of MENIFEE APPURTENANCES and the structural integrity of MENIFEE FACILITIES upon
25 (i) receipt of DISTRICT'S written Notice of Completion as set forth in Section I.19, and (ii)
26
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1 receipt of a reproducible copy of "record drawing" plans for the relocated traffic signal poles,
2 MENIFEE FACILITIES and MENIFEE APPURTENANCES as set forth in Section I.20.

3
4 9. Upon DISTRICT acceptance of PROJECT construction as being complete,
5 accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located
6 within MENIFEE rights of way which must be performed at such time(s) that the finished grade
7 along and above the underground portions of PROJECT are improved, repaired, replaced or
8 changed. It being further understood and agreed that any such adjustments shall be performed
9 at no cost to DISTRICT.

10 SECTION V

11 It is further mutually agreed:

12
13 1. Traffic signal poles shall, at all times, remain sole ownership and exclusive
14 responsibility of COUNTY. Nothing herein shall be construed as creating any obligation or
15 responsibility on the part of DISTRICT to operate, maintain or warranty the relocated traffic
16 signal poles.

17 2. Except as otherwise provided herein, all construction work involved with
18 PROJECT shall be inspected by DISTRICT, and shall not be deemed complete until approved
19 and accepted as complete by DISTRICT.

20
21 3. Except as otherwise provided herein, DISTRICT shall not be responsible
22 for any additional street repairs or improvements not shown in IMPROVEMENT PLANS or
23 TRAFFIC SIGNAL POLE RELOCATION PLAN and not as a result of PROJECT
24 construction.

25 4. DISTRICT TOTAL CONTRIBUTION toward the design and construction
26 of traffic signal poles shall not exceed the sum of twenty-five thousand dollars (\$25,000).
27
28

1 5. Each party, as to any claim or liability arising out of any act or omission
2 with reference to any work to be performed by or authority delegated to such party as a result of
3 this Agreement, shall save, defend, indemnify and hold harmless the other party and its officers
4 and employees from all liability for death or injury to person, or damage to property, or claim
5 therefor. This section shall survive any termination of this Agreement.
6

7 6. In the event of any arbitration, action or suit brought by DISTRICT,
8 COUNTY, PERRIS, or MENIFEE against the other party by reason of any breach on the part of
9 the other party of any of the covenants and agreements set forth in this Agreement, or any other
10 dispute between DISTRICT, COUNTY, PERRIS or MENIFEE concerning this Agreement, the
11 prevailing party in any such action or dispute, by a final judgment or arbitration award, shall be
12 entitled to have and recover from the other party all costs and expenses or claims, including but
13 not limited to, attorney's fees and expert witness fees. This section shall survive any termination
14 of this Agreement.
15

16 7. This Agreement is made and entered into for the sole protection and benefit
17 of the parties hereto. No other person or entity shall have any right or action based upon the
18 provisions of this Agreement.
19

20 8. The parties hereto each pledge to cooperate in regard to the operation and
21 maintenance of their respective facilities as set forth herein and to discharge their respective
22 maintenance responsibilities in an expeditious fashion so as to avoid the creation of any
23 nuisance condition or undue maintenance impact upon the others' facilities.
24

25 9. Any and all notices sent or required to be sent to the parties of this
26 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:
27
28

1 RIVERSIDE COUNTY FLOOD CONTROL
 2 AND WATER CONSERVATION DISTRICT
 3 1995 Market Street
 4 Riverside, CA 92501
 5 Attn: Administrative Services Section

CITY OF MENIFEE
 29714 Haun Road
 Menifee, CA 92586
 Attn: Jonathan Smith, Director of
 Public Works/Engineering

4 CITY OF PERRIS
 5 101 North D Street
 6 Perris, CA 92570
 7 Attn: Habib Motlagh, City Engineer

COUNTY OF RIVERSIDE
 4080 Lemon Street, 8th Floor
 Riverside, CA 92501
 Attn: Transportation Department

10. 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.

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

12. The parties hereto shall not assign this Agreement without the written consent of the other parties.

13. 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.

14. 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.

15. Any waiver by DISTRICT, COUNTY, PERRIS, or MENIFEE or any breach by any other party of any provision of this Agreement shall not be construed to be a

1 waiver of any subsequent or other breach of the same or any other provision hereof. Failure on
2 the part of DISTRICT, COUNTY, PERRIS or MENIFEE to require from any other party exact,
3 full and complete compliance with any of the provisions of this Agreement shall not be
4 construed as in any manner changing the terms hereof, or estopping DISTRICT, COUNTY,
5 PERRIS or MENIFEE from enforcing this Agreement.
6

7 16. This Agreement is intended by the parties hereto as a final expression of
8 their understanding with respect to the subject matter hereof and as a complete and exclusive
9 statement of the terms and conditions thereof and supersedes any and all prior and
10 contemporaneous agreements and understandings, oral and written, in connection therewith.
11 This Agreement may be changed or modified only upon the written consent of the parties
12 hereto.
13

14 17. This Agreement may be executed and delivered in any number of
15 counterparts or copies, hereinafter called "COUNTERPART", by the parties hereto. When each
16 party has signed and delivered at least one COUNTERPART to the other parties hereto, each
17 COUNTERPART shall be deemed an original and, taken together, shall constitute one and the
18 same Agreement, which shall be binding and effective as to the parties hereto.
19

20 //

21 //

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

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

4
5 RECOMMENDED FOR APPROVAL:

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

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

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

9
10 APPROVED AS TO FORM:

ATTEST:

11 GREGORY P. PRIAMOS
12 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

13 By _____
14 NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

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25 Cooperative Agreement: County and Cities of Menifee and Perris
Romoland MDP Line A, Stages 4, 5 and 6; Romoland MDP Lines A-2 and A-3;
26 Homeland MDP Line 1, Briggs Road and Juniper Flats Road Basins
Project Nos. 4-0-00310; 4-0-00312 and 4-0-00345
27 08/11/14
TT:blm
28

1
2 RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

3 By _____
4 JUAN C. PEREZ
5 Director of Transportation and
Land Management

By _____
JEFF STONE, Chairman
County of Riverside Board of Supervisors
for Transportation Department

6 APPROVED AS TO FORM:

ATTEST:

7 GREGORY P. PRIAMOS
8 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

9 By Marsha L. Victor 8/21/14
10 MARSHA L. VICTOR
11 Principal Deputy County Counsel

By _____
Deputy

(SEAL)

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24 Cooperative Agreement: County and Cities of Menifee and Perris
25 Romoland MDP Line A, Stages 4, 5 and 6; Romoland MDP Lines A-2 and A-3;
Homeland MDP Line 1, Briggs Road and Juniper Flats Road Basins
26 Project Nos. 4-0-00310; 4-0-00312 and 4-0-00345
08/11/14
27 TT:blm
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