

Departmental Concurrence

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

312B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
 September 9, 2014

**SUBJECT:** Consideration of a CEQA Addendum; and Approval of Cooperative Agreement for Romoland Master Drainage Plan (MDP) Line A, Stages 4, 5 and 6, Romoland MDP Lines A-2 and A-3, Homeland MDP Line 1, Homeland MDP Briggs Road and Juniper Flats Road Basins; Project Nos. 4-0-00310, -00312 and -00345; District 3, 5, 5/District 5, 3, 5

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

1. Consider the attached California Environmental Quality Act (CEQA) Addendum to the previously certified Final Environmental Impact Report for the Homeland MDP (Revision No. 1) and Romoland MDP (Revision No. 1);
2. Adopt Resolution No. F2014-40 which finds that the project will not have a new significant adverse effect upon the environment and is in compliance with the Western Riverside County Multiple Species Habitat Conservation Plan;
3. Approve the Cooperative Agreement between the District, the County of Riverside, City of Perris and City of Menifee;
4. Authorize the Chairman to execute the Cooperative Agreement documents on behalf of the District, and

Recommended Motion continued to Page 2.

TT:blm  
 163358

Warren D. Williams  
 WARREN D. WILLIAMS  
 General Manager-Chief Engineer

| FINANCIAL DATA    | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost:         | POLICY/CONSENT<br>(per Exec. Office)                             |
|-------------------|----------------------|-------------------|-------------|-----------------------|------------------------------------------------------------------|
| COST              | \$ N/A               | \$ N/A            | \$ N/A      | \$ N/A                | Consent <input type="checkbox"/> Policy <input type="checkbox"/> |
| NET DISTRICT COST | \$ N/A               | \$ N/A            | \$ N/A      | \$ N/A                |                                                                  |
| SOURCE OF FUNDS:  |                      |                   |             | Budget Adjustment: No |                                                                  |
|                   |                      |                   |             | For Fiscal Year: N/A  |                                                                  |

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

APPROVE

BY: Steven C. Horn

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Prev. Agn. Ref.:

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

Agenda Number:

11-2

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

**FORM 11:** Consideration of a CEQA Addendum; and Approval of Cooperative Agreement for Romoland Master Drainage Plan (MDP) Line A, Stages 4, 5 and 6, Romoland MDP Lines A-2 and A-3, Homeland MDP Line 1, Homeland MDP Briggs Road and Juniper Flats Road Basins; Project Nos. 4-0-00310, -00312 and -00345; District 3, 5, 5/District 5, 3, 5

**DATE:** September 9, 2014

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**RECOMMENDED MOTION: (Continued from Page 1)**

5. Direct the Clerk of the Board to deliver the attached Notice of Determination to the office of the Assessor-County Clerk Recorder and the State Office of Planning and Research for filing within 5 working days of this Board hearing.

**BACKGROUND:**

**Summary**

**Project Background**

A collection of drainage facilities, which were then known as Proposed Phase 1 Facilities, received project-specific CEQA analysis in the previously certified *Homeland Master Drainage Plan (Revision No. 1)*, *Romoland Master Drainage Plan (Revision No. 1)*, *Homeland/Romoland Area Drainage Plan (Amendment No. 1) Final EIR (FEIR)*. The District is constructing the Proposed Phase 1 Facilities in stages. Romoland Master Drainage Plan (MDP) Line A Stage 3, which generally runs from the I-215 to the San Jacinto River floodplain, is currently under construction. Romoland MDP Line A Stage 4 (Line A Stage 4) is the collective name for the construction, operation and maintenance of the remainder of the Proposed Phase 1 Facilities. Line A Stage 4 includes a portion of Romoland MDP Line A, as well as Romoland MDP Lines A-2 and A-3, Homeland MDP Line 1, Juniper Flats Basin and Briggs Road Basin. Line A Stage 4 is about 41,000 feet long and consists of open channels, underground storm drains and two detention basins.

**CEQA Document**

Based on the findings and conclusions of the Line A Stage 4 Initial Study (IS) dated August, 2014, the changes incorporated into Line A Stage 4 are considered minor and a subsequent EIR is not necessary. The attached Addendum has been prepared to address minor changes and/or additions that Line A Stage 4 makes to the Proposed Phase 1 Facilities previously analyzed in the certified FEIR and addresses changes in circumstances since the FEIR was certified on March 28, 2006. In general, the minor changes from the FEIR include short realignments and the associated acquisition of additional right of way, utility relocations, construction phasing, potential rock excavation, and additional excavation in Briggs Road Basin to enhance its water quality benefit. The attached Addendum describes the potential environmental impacts from Line A Stage 4 which is a minor technical change to the FEIR that will not result in substantial changes or new significant impacts. Based on the attached Addendum, District staff determined that none of the conditions described in CEQA Guidelines Section 15162 calling for the preparation of a subsequent EIR have occurred. Pursuant to CEQA Guidelines Section 15164, the Board of Supervisors shall consider the Addendum with the FEIR prior to making a decision on Line A Stage 4.

**Cooperative Agreement**

This Cooperative Agreement (Agreement) sets forth the terms and conditions by which District will construct certain flood control facilities within the Homeland and Romoland Master Drainage Plans. The Agreement is necessary for the County of Riverside, City of Perris and City of Menifee to grant District the necessary rights to access, construct, operate and maintain certain flood control facilities within their respective rights of way. Upon completion of 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) Cities of Perris and Menifee 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 of Riverside will assume ownership and responsibility for the operation and

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BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** Consideration of a CEQA Addendum; and Approval of Cooperative Agreement for Romoland Master Drainage Plan (MDP) Line A, Stages 4, 5 and 6, Romoland MDP Lines A-2 and A-3, Homeland MDP Line 1, Homeland MDP Briggs Road and Juniper Flats Road Basins; Project Nos. 4-0-00310, -00312 and -00345; District 3, 5, 5/District 5, 3, 5

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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.

Also the Agreement is necessary as certain interfering traffic signal poles owned and operated by the County of Riverside will be relocated as a part of the District's public works construction contract for project. Under this Agreement, 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 poles relocation, or (B) \$25,000 toward the design and construction of the traffic signal poles relocation. Upon completion of construction, the County of Riverside will accept ownership and responsibility for the operation and maintenance of the relocated traffic signal poles.

County Counsel has approved the Agreement as to legal form. A companion item appears on the Riverside County Transportation Department'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 completion, 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.

TT:blm

1  
2 BOARD OF SUPERVISORS

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

3 RESOLUTION NO. F2014-40  
4 ROMOLAND MASTER DRAINAGE PLAN LINE A, STAGE 4  
5 FLOOD CONTROL PROJECT

6 WHEREAS, on September 9, 2014, the Board of Supervisors of the Riverside County  
7 Flood Control and Water Conservation District (hereinafter referred to as the "Board") met to  
8 further consider the environmental impacts of the Romoland Master Drainage Plan Line A,  
9 Stage 4 project (Line A, Stage 4); and

10 WHEREAS, on March 28, 2006, the Board acting as the lead agency under the  
11 California Environmental Quality Act (hereinafter referred to as "CEQA"), certified the  
12 Environmental Impact Report (hereinafter referred to as "EIR"), and adopted mitigation  
13 measures and a statement of overriding considerations (Resolution No. F2006-01); and

14 WHEREAS, on March 28, 2006, the Board found that the project is in compliance with  
15 the Western Riverside County MSHCP and authorized the District to proceed with the project;  
16 and

17 WHEREAS, the project consists of the construction, operation and maintenance of  
18 Romoland MDP Lines A, A-2, A-3, Homeland MDP Line 1, Juniper Flats Basin and Briggs  
19 Road Basin, which are hereinafter collectively known as Line A, Stage 4. This collection of  
20 Master Drainage Plan (MDP) facilities is a smaller subset of the facilities, which were then  
21 known as Proposed Phase 1 facilities that received project-specific analysis in the previously  
22 certified *Homeland Master Drainage Plan (Revision No. 1)*, *Romoland Master Drainage Plan*  
23 *(Revision No. 1)*, *Homeland/Romoland Area Drainage Plan (Amendment No. 1) Final EIR*.  
24 Line A, Stage 4 is about 41,000 feet long and consists of open channels, underground storm  
25 drains and two detention basins; and

26  
27  
28 WHEREAS, all requirements of CEQA and the District Rules to Implement the Act  
have been met and the General Manager-Chief Engineer of the District has found that the

FORM APPROVED COUNTY COUNSEL  
BY: Aaron C. Gettis 8-26-14 DATE  
AARON C. GETTIS

1 project will not have a new significant adverse effect upon the environment, and has completed  
2 an Addendum to the EIR.

3         NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the  
4 Board of Supervisors of the Riverside County Flood Control and Water Conservation District  
5 in regular session assembled on September 9, 2014, based upon the evidence and testimony  
6 presented on the matter, both written and oral, that:  
7

8             1.     Line A, Stage 4 is **not** within the Criteria Area set forth in and established  
9 by the Western Riverside County Multiple Species Habitat Conservation Plan (WR-MSHCP).

10            2.     Line A, Stage 4 is consistent with the Riparian/Riverine Area and Vernal  
11 Pool requirements of the WR-MSHCP. Pursuant to Section 6.1.2 of the WR-MSHCP,  
12 Riparian/Riverine Areas are lands which contain habitat dominated by trees, shrubs, persistent  
13 emergents, or emergent mosses and lichens, which occur close to or which depend upon soil  
14 moisture from a nearby fresh water source, or areas with freshwater flow during all or a portion  
15 of the year. Vernal Pools are seasonal wetlands that occur in depression areas that have  
16 wetland indicators of all three parameters (soils, vegetation, and hydrology) during the wetter  
17 portion of the growing season. It has been determined that the Line A, Stage 4 area does not  
18 contain any vernal pools, nor does it include Riparian/Riverine Areas as defined by the WR-  
19 MSHCP. In addition, the proposed Line A, Stage 4 alignment does not contain suitable habitat  
20 for least Bell's Vireo, Southwestern Willow Flycatcher, or Western Yellow-Billed Cuckoo.  
21 Therefore, no further surveys or conservation measures are required.  
22

23            3.     Line A, Stage 4 is consistent with the Narrow Endemic Plant Species  
24 requirements of the WR-MSHCP. Pursuant to Section 6.1.3 of the WR-MSHCP, habitat  
25 assessments and/or focused surveys for certain Narrow Endemic Plant Species are required for  
26 properties within mapped survey areas. The survey area maps have been reviewed and Line A,  
27  
28

1 Stage 4 is not within a mapped survey area for Narrow Endemic Plant Species. Therefore, no  
2 further surveys or conservation measures are required.

3           4. Line A, Stage 4 is consistent with the Urban-Wildlands Interface  
4 requirements of the WR-MSHCP. Section 6.1.4 of the WR-MSHCP presents guidelines to  
5 minimize indirect effects of a project in proximity to the WR-MSHCP Conservation Area.  
6 This section provides mitigation measures for impacts associated with: Drainage, Toxics,  
7 Lighting, Noise, Invasives, Barriers, and Grading/Land Development. Line A, Stage 4 has  
8 been reviewed and it has been determined that Line A, Stage 4 does not occur within or  
9 adjacent to the Criteria Area or WR-MSHCP-designated Public/Quasi-Public conservation  
10 lands. Therefore, no further analysis or implementation of any conservation measures is  
11 required.  
12

13  
14           5. Line A, Stage 4 is consistent with the Database Updates/Additional Surveys  
15 requirements of the WR-MSHCP. Pursuant to Section 6.3.2 of the WR-MSHCP, habitat  
16 assessments and/or focused surveys for certain additional plant and animal species are required  
17 for properties within mapped survey areas. The survey area maps have been reviewed and Line  
18 A, Stage 4 is only within the mapped survey area for burrowing owl. A focused burrowing owl  
19 survey was negative. A pre-construction burrowing owl survey will be conducted. Therefore, no  
20 further surveys or conservation measures are required.  
21

22           6. Line A, Stage 4 is consistent with the Public/Quasi-Public Land provisions  
23 contained in Section 3.2.1 of the WR-MSHCP. Section 3.2.1 describes lands within the WR-  
24 MSHCP conservation area including those designated as Public/Quasi-Public (PQP) lands.  
25 Section 3.2.1 states that if a Permittee elects to use property currently depicted as PQP Lands in  
26 a way that alters the land use such that it would not contribute to Reserve Assembly, the  
27 Permittee shall locate and acquire or otherwise encumber replacement acreage at a minimum  
28 ratio of 1:1. The Permittee must make findings that the replacement acreage is biologically

1 equivalent or superior to the existing property. Line A, Stage 4 has been reviewed and it has  
2 been determined that Line A, Stage 4 does not occur within WR-MSHCP-designated PQP  
3 conservation lands. Therefore, no further analysis is required.

4  
5 7. Line A, Stage 4 is within the scope of the EIR and the Addendum, and  
6 taken together, the environmental effects of Line A, Stage 4 have been adequately addressed in  
7 the EIR and the Addendum.

8 8. An environmental assessment (initial study), attached hereto and  
9 incorporated herein by reference, was prepared for the Line A, Stage 4 project which concluded  
10 that some changes or additions are necessary for the project but that none of these changes are  
11 sufficient to necessitate the preparation of a subsequent EIR pursuant to State CEQA  
12 Guidelines Section 15162. Accordingly, an Addendum to the previously certified EIR was  
13 prepared.  
14

15 BE IT FURTHER RESOLVED that, within five (5) working days of this Board  
16 hearing, the Clerk of the Board is directed to deliver the Notice of Determination to the Office  
17 of the County Clerk and Recorder, who are thereby directed to file same, and the Clerk of the  
18 Board is further directed to deliver the Notice of Determination to the State Office of Planning  
19 and Research, all as required by law.  
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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";  
25  
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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 G. SHERMAN ROAD CROSSING, DAWSON ROAD CROSSING,  
25 ANTELOPE ROAD CROSSING, SAN JACINTO ROAD CROSSING, ROUSE ROAD  
26 CROSSING, PALOMAR ROAD CROSSING, LINE A-2 INLET and those portions of  
27 TRUMBLE ROAD CROSSING that are within the jurisdictional boundaries of MENIFEE, as  
28

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

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

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  
18  
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  
27  
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  
7

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  
15

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  
18

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

24 NOW, THEREFORE, in consideration of the preceding recitals and the mutual  
25 covenants hereinafter contained, the parties hereto mutually agree as follows:  
26  
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28

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

5           14. Pursuant to a DISTRICT administered public works construction contract,  
6 construct, or cause to be constructed, PROJECT in accordance with DISTRICT, COUNTY,  
7 PERRIS, and MENIFEE approved IMPROVEMENT PLANS and traffic signal poles relocation  
8 in accordance with DISTRICT and COUNTY approved TRAFFIC SIGNAL POLE  
9 RELOCATION PLAN.  
10

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

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

15           17. Require its prime construction contractor(s) to include COUNTY, PERRIS,  
16 and MENIFEE as additional insureds under the liability insurance coverage for PROJECT and  
17 the traffic signal poles relocation, and also require its construction contractor(s) to include (i)  
18 COUNTY as a third party beneficiary of any and all warranties of the contractor's work with  
19 regard to TRAFFIC SIGNAL POLE RELOCATION PLAN and COUNTY  
20 APPURTENANCES, (ii) PERRIS as a third party beneficiary of any and all warranties of the  
21 contractor's work with regard to PERRIS FACILITY and PERRIS APPURTENANCES, and  
22 (iii) MENIFEE as a third party beneficiary of any and all warranties of the contractor's work  
23 with regard to MENIFEE FACILITIES and MENIFEE APPURTENANCES.  
24

25           18. Within two (2) weeks of completing PROJECT construction, provide  
26 COUNTY, PERRIS, and MENIFEE with written notice that PROJECT construction is  
27 substantially complete and requesting that (i) COUNTY conduct a final inspection of COUNTY  
28

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  
18 free and clear of sediment and debris.

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.

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.



6. Inspect the construction of PERRIS FACILITY and PERRIS APPURTENANCES, and provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DISTRICT'S contractor(s) during the construction of PROJECT.

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.

8. Accept ownership and sole responsibility for the operation and maintenance of PERRIS APPURTENANCES and the structural integrity of PERRIS FACILITY upon (i) receipt of DISTRICT'S written Notice of Completion as set forth in Section I.19, and (ii) receipt of a reproducible copy of "record drawing" plans for PERRIS APPURTENANCES and PERRIS FACILITY as set forth in Section I.20.

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.

## SECTION IV

MENIFEE shall:

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

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  
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           9. Any and all notices sent or required to be sent to the parties of this  
25 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:  
26  
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  
 Meniffee, 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, 8<sup>th</sup> 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 //

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

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By

WARREN D. WILLIAMS

General Manager-Chief Engineer

By

MARION ASHLEY, Chairman

Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS

County Counsel

KECIA HARPER-IHEM

Clerk of the Board

By

NEAL R. KIPNIS

Deputy County Counsel

By

Deputy

(SEAL)

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;  
Homeland MDP Line 1, Briggs Road and Juniper Flats Road Basins  
Project Nos. 4-0-00310; 4-0-00312 and 4-0-00345  
08/11/14  
TT:blm

1

2

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

3

By

4

JUAN C. PEREZ  
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  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

8

9

By

10

MARSHA L. VICTOR  
Principal Deputy County Counsel

By

Deputy

11

(SEAL)

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Cooperative Agreement: County and Cities of Meniffee and Perris  
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  
Project Nos. 4-0-00310; 4-0-00312 and 4-0-00345  
08/11/14  
TT:blm

1 RECOMMENDED FOR APPROVAL:

CITY OF MENIFEE

2

3 By \_\_\_\_\_  
4 JONATHAN SMITH  
Public Works Director/Engineer

By \_\_\_\_\_  
SCOTT MANN  
Mayor

5

6 APPROVED AS TO FORM:

ATTEST:

7

8 By \_\_\_\_\_  
JULIE HAYWARD-BIGGS  
9 City Attorney

By \_\_\_\_\_  
KATHY BENNETT  
City Clerk

10

(SEAL)

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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;  
Homeland MDP Line 1, Briggs Road and Juniper Flats Road Basins  
Project Nos. 4-0-00310; 4-0-00312 and 4-0-00345  
08/11/14  
TT:blm

## CITY OF PERRIS

By \_\_\_\_\_  
RICHARD BELMUDEZ  
City Manager

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
ERIC DUNN  
City Attorney

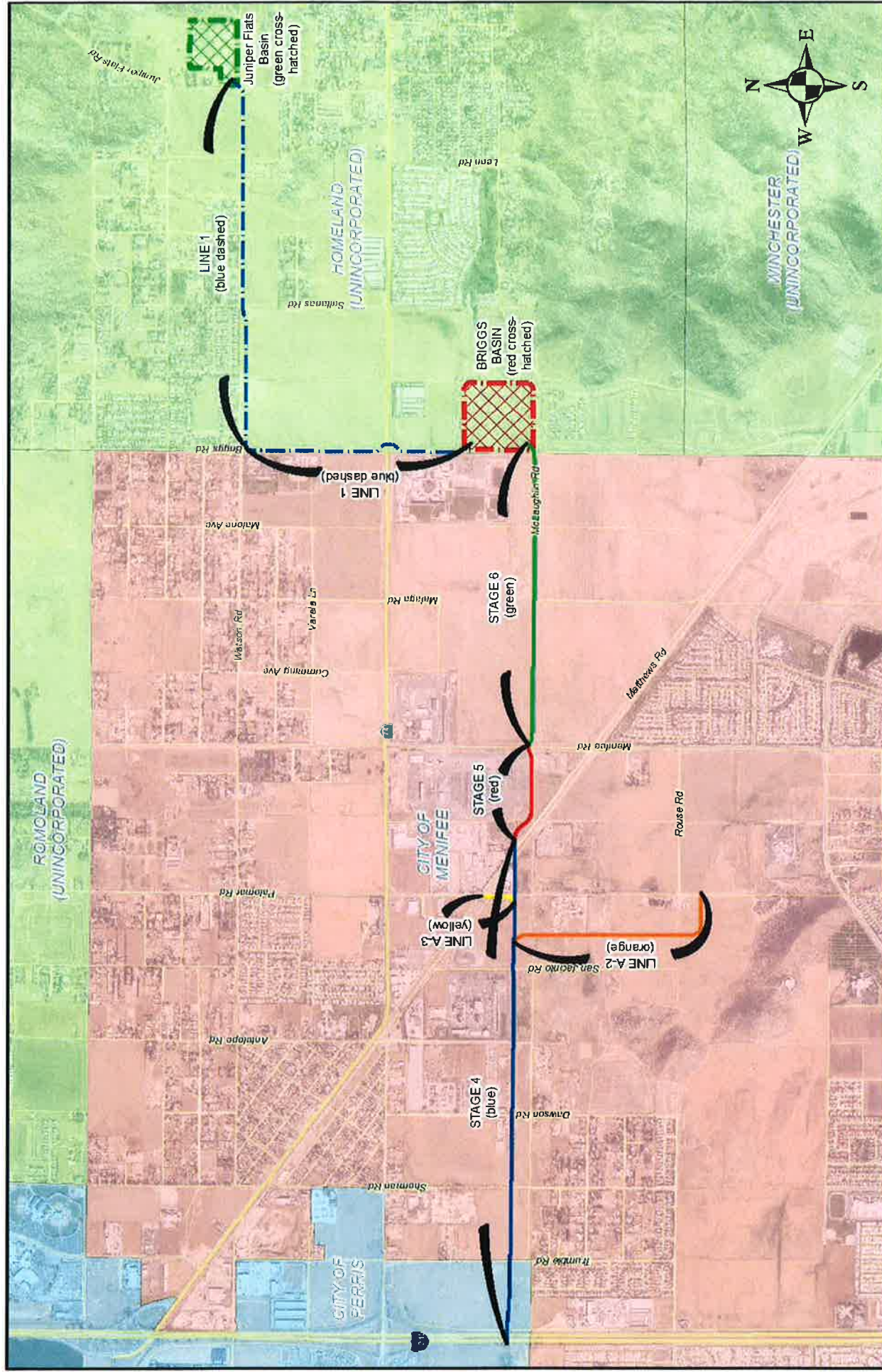
By \_\_\_\_\_  
NANCY SALAZAR  
City Clerk

(SEAL)

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;  
Homeland MDP Line 1, Briggs Road and Juniper Flats Road Basins  
Project Nos. 4-0-00310; 4-0-00312 and 4-0-00345  
08/11/14  
TT:blm



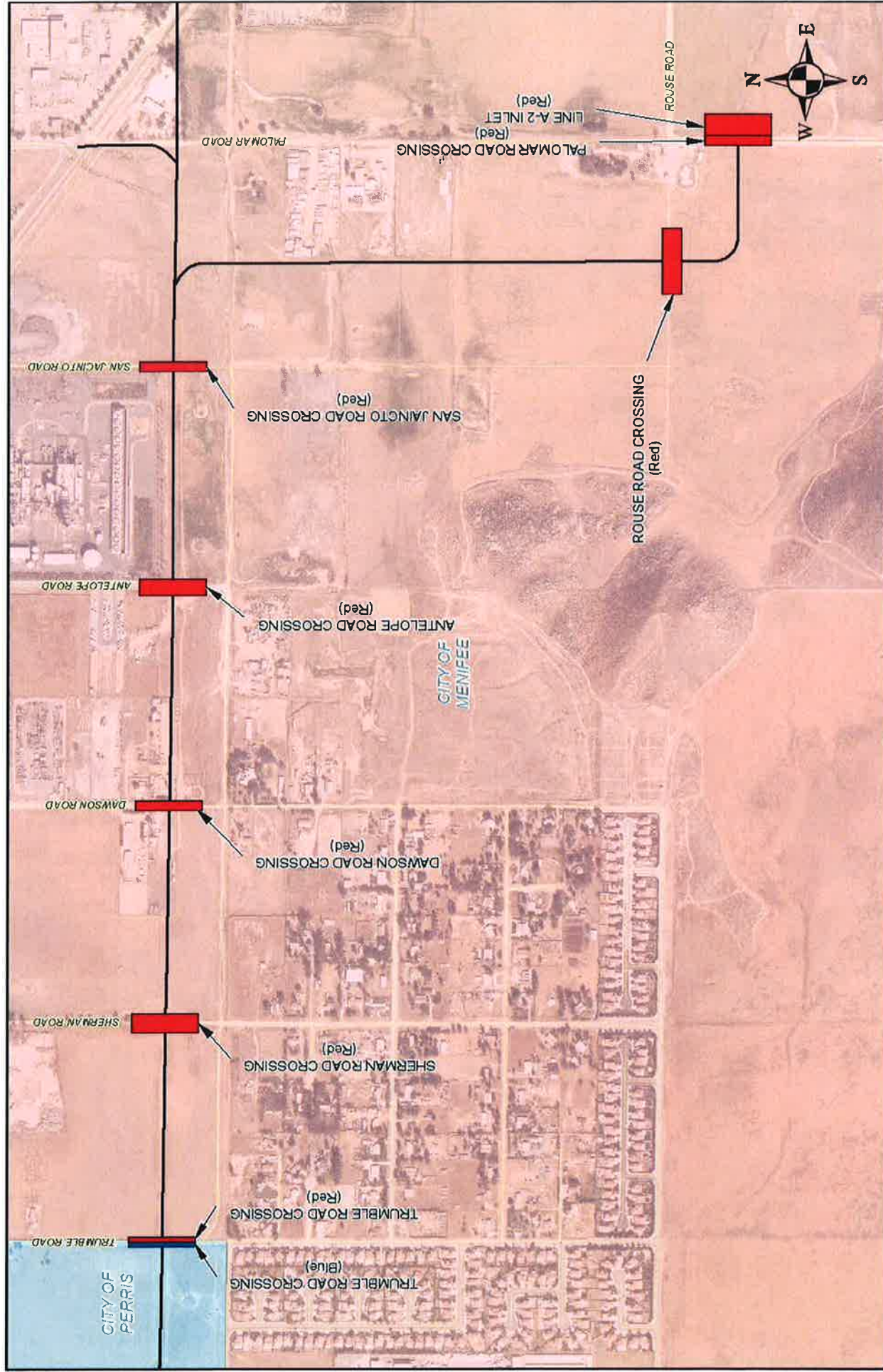
## Exhibit A



Cooperative Agreement for  
Romoland MDP Line A, Stages 4, 5 and 6;  
Romoland MDP Lines A-2 and A-3;  
Homleand MDP Line 1, Briggs Road and Juniper Flats Road Basins  
Project Nos. 4-0-00310; 4-0-00312; 4-0-00345



## Exhibit B



Cooperative Agreement for  
 Romoland MDP Line A, Stages 4, 5 and 6;  
 Romoland MDP Lines A-2 and A-3;  
 Homleand MDP Line 1, Briggs Road and Juniper Flats Road Basins  
 Project Nos. 4-0-00310; 4-0-00312; 4-0-00345