

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

2088



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
October 22, 2013

SUBJECT: San Jacinto Master Drainage Plan Line B, Stage 1, Line C, Stage 2, Line C-4, Stage 1, and Line C-5, Stage 1
Project Nos. 4-0-00042, 4-0-00124, 4-0-00039 and 4-0-00040
Cooperative Agreement
District 3/District 3

RECOMMENDED MOTION:

1. Approve the Cooperative Agreement (Agreement) between the District, the City of San Jacinto and the City of Hemet; and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

Continued on page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

P8\155018

FINANCIAL DATA	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: Steven C. Horn, MPA

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

Dep't Recomm.:

Per Exec. Ofc.:

2013 OCT 12 VWID: 02

Prev. Agn. Ref.:

District: 3rd/3rd

Agenda Number:

11-1

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE

Departmental Concurrence

SUBJECT: San Jacinto Master Drainage Plan Line C, Stage 2, Lines C-4, C-5 and B
Project Nos. 4-0-00042, 4-0-00124, 4-0-00039 and 4-0-00040
Cooperative Agreement
District 3/District 3

SUBMITTAL DATE: October 22, 2013

Page 2

BACKGROUND (continued):

The Agreement sets forth the terms and conditions by which the District will construct the San Jacinto Master Drainage Plan (MDP) Line B, Stage 1, Line C, Stage 2, Line C-4, Stage 1 and Line C-5, Stage 1.

The Cities of Hemet and San Jacinto are granting 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 Cities of Hemet and San Jacinto will assume ownership and responsibility for the operation and maintenance of the project's associated appurtenances located within their respective rights of way, while the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain and laterals that are greater than 36-inches in diameter.

County Counsel has approved the Agreement as to legal form. The City of Hemet and the City of San Jacinto have executed the Agreement.

AMR:bjp
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COOPERATIVE AGREEMENT

San Jacinto Master Drainage Plan Line B, Stage 1, Line C, Stage 2,
Line C-4, Stage 1, and Line C-5, Stage 1
Project Nos. 4-0-00042, 4-0-00124, 4-0-00039, and 4-0-00040

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", the CITY OF HEMET, hereinafter called "HEMET", and the CITY OF SAN JACINTO, hereinafter called "SAN JACINTO", hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for and plans to design and construct San Jacinto Master Drainage Plan (MDP) Line B, Stage 1, Line C, Stage 2, Line C-4, Stage 1, and Line C-5, Stage 1, as shown on District Drawing No. 4-0713 in order to provide necessary flood protection and improved drainage for existing development located within portions of the cities of Hemet and San Jacinto; and

B. San Jacinto MDP Line B, Stage 1 consists of approximately 2,200 lineal feet of underground storm drain system, hereinafter called "LINE B", as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

C. San Jacinto MDP Line C, Stage 2 consists of approximately 5,000 lineal feet of underground storm drain system, hereinafter called "LINE C", as shown in concept in red on Exhibit "A"; and

D. San Jacinto MDP Line C-4, Stage 1 consists of approximately 270 lineal feet of underground storm drain system, hereinafter called "LINE C-4", as shown in concept in red on Exhibit "A"; and

1 E. San Jacinto MDP Line C-5, Stage 1 consists of approximately 670 lineal feet of
2 underground storm drain system, hereinafter called "LINE C-5", as shown in concept in red on
3 Exhibit "A"; and

4 F. Together, LINE B, LINE C, LINE C-4, and LINE C-5 are hereinafter called
5 "DISTRICT DRAINAGE FACILITIES"; and

6 G. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the
7 construction of lateral storm drains that are thirty-six inches (36") or less in diameter, various
8 catch basins, certain inlet structures and connector pipes located within HEMET or SAN
9 JACINTO jurisdiction or rights of way, hereinafter called "APPURTENANCES"; and

10 H. Those APPURTENANCES located within HEMET jurisdiction or rights of way
11 are hereinafter called "HEMET APPURTENANCES". Those APPURTENANCES located
12 within SAN JACINTO jurisdiction or rights of way are hereinafter called "SAN JACINTO
13 APPURTENANCES"; and

14 I. DISTRICT DRAINAGE FACILITIES, HEMET APPURTENANCES, and SAN
15 JACINTO APURTENANCES are hereinafter altogether called "PROJECT"; and

16 J. The purpose of this Agreement is to memorialize the mutual understandings by
17 and between DISTRICT, HEMET and SAN JACINTO with respect to design, construction,
18 ownership, and operation and maintenance of PROJECT.

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

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24 SECTION I

25 DISTRICT shall:

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

3 2. Prepare, at its sole cost and expense, construction plans and specification
4 documents for PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with
5 applicable DISTRICT, HEMET and SAN JACINTO standards.

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

8 4. Secure, at its sole cost and expense, all necessary permits, approvals, licenses or
9 agreements required by any Federal or State resource or regulatory agencies pertaining to the
10 construction, operation and maintenance of PROJECT.

11 5. Prior to advertising PROJECT for public works construction contract bids,
12 submit IMPROVEMENT PLANS to HEMET and SAN JACINTO for their review and
13 approval, as appropriate.

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

16 7. Provide HEMET and SAN JACINTO with written notice that DISTRICT has
17 awarded a construction contract for PROJECT.

18 8. Notify HEMET and SAN JACINTO, in writing at least twenty (20) days prior to
19 the start of construction of PROJECT.

20 9. Furnish HEMET and SAN JACINTO, at the time of providing written notice for
21 the start of construction as set forth in Section I.8., with a construction schedule which shall
22 show the order and dates in which DISTRICT or DISTRICT'S contractor proposes to carry on
23 the various parts of work, including estimated start and completion dates.

1 10. Construct, or cause to be constructed, PROJECT pursuant to a DISTRICT
2 administered public works construction contract, in accordance with IMPROVEMENT PLANS
3 approved by DISTRICT, HEMET and SAN JACINTO, and pay all costs associated therewith.

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

5 12. Require its construction contractor(s) to comply with all Cal/OSHA safety
6 regulations including regulations concerning confined space and maintain a safe working
7 environment for all DISTRICT, HEMET and SAN JACINTO employees on the site.

8 13. Within two (2) weeks of completing PROJECT construction, provide HEMET
9 and SAN JACINTO with written notice that PROJECT construction is substantially complete
10 and requesting that HEMET and SAN JACINTO conduct a final inspection of HEMET
11 APPURTENANCES and SAN JACINTO APPURETNANCES, respectively.
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13 14. Upon completion of PROJECT construction, provide HEMET and SAN
14 JACINTO with a copy of DISTRICT'S Notice of Completion.
15

16 15. Assume ownership and sole responsibility for the operation and maintenance of
17 PROJECT until such time as HEMET and SAN JACINTO accept ownership and responsibility
18 for the operation and maintenance of HEMET APPURTENANCES and SAN JACINTO
19 APPURTENANCES, respectively.
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21 16. Upon acceptance by HEMET and SAN JACINTO of HEMET
22 APPURTENANCES and SAN JACINTO APPURTENANCES for ownership, operation and
23 maintenance, provide HEMET and SAN JACINTO each with a reproducible duplicate set of
24 "record drawings" of PROJECT plans.
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SECTION II

HEMET shall:

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

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

3. Grant DISTRICT, by execution of this Agreement, all rights necessary to construct, inspect, operate and maintain PROJECT within HEMET rights of way.

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

5. Issue, at no cost to DISTRICT or DISTRICT'S contractor(s), the necessary encroachment permit to construct PROJECT within HEMET rights of way.

6. Inspect PROJECT construction for quality control purposes at its sole cost, 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, conduct a final inspection of HEMET APPURTENANCES.

8. Accept ownership and sole responsibility for the operation and maintenance of HEMET APPURTENANCES upon (i) receipt of DISTRICT'S written Notice of Completion as set forth in Section I.14, and (ii) receipt of a duplicate copy of "record drawings" of PROJECT plans as set forth in Section I.16.

9. Upon HEMET acceptance of HEMET APPURTENANCES construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings

1 and covers located within HEMET rights of way and jurisdiction which must be performed at
2 such time(s) that the finished grade along and above the underground portions of PROJECT are
3 improved, repaired, replaced or changed. It being further understood and agreed that any such
4 adjustments shall be performed at no cost to DISTRICT.

5 SECTION III

6 SAN JACINTO shall:

7
8 1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate
9 action to comply with CEQA.

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

12 3. Grant DISTRICT, by execution of this Agreement, all rights necessary to
13 construct, inspect, operate and maintain PROJECT within SAN JACINTO rights of way.

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

17 5. Issue, at no cost to DISTRICT or DISTRICT'S contractor(s), the necessary
18 encroachment permit to construct PROJECT within SAN JACINTO rights of way.

19 6. Inspect PROJECT construction for quality control purposes at its sole cost, and
20 provide any comments to DISTRICT personnel who shall be solely responsible for all quality
21 control communications with DISTRICT'S contractor(s) during the construction of PROJECT.

22 7. Upon receipt of DISTRICT'S written notice that PROJECT construction is
23 substantially complete, conduct a final inspection of SAN JACINTO APPURTENANCES.

24 8. Accept ownership and sole responsibility for the operation and maintenance of
25 SAN JACINTO APPURTENANCES upon (i) receipt of DISTRICT'S written Notice of
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1 Completion as set forth in Section I.14, and (ii) receipt of a duplicate copy of "record drawings"
2 of PROJECT plans as set forth in Section I.16.

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

11 It is further mutually agreed:

12 1. Except as otherwise provided herein, all construction work involved with
13 PROJECT shall be inspected by DISTRICT, and shall not be deemed complete until approved
14 and accepted as complete by DISTRICT.
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16 2. Except as otherwise provided herein, DISTRICT shall not be responsible for any
17 additional street repairs or improvements not shown in IMPROVEMENT PLANS and not as a
18 result of PROJECT construction.

19 3. Prior to HEMET and SAN JACINTO acceptance of ownership and responsibility
20 for the operation and maintenance of HEMET APPURTENANCES and SAN JACINTO
21 APPURTENANCES shall be in a satisfactorily maintained condition as solely determined by
22 HEMET and SAN JACINTO.
23

24 4. Each party, as to any claim or liability arising out of any act or omission with
25 reference to any work to be performed by or authority delegated to such party as a result of this
26 Agreement, shall save, defend, indemnify and hold harmless the other party and its officers and
27 employees from all liability for death or injury to person, or damage to property, or claim
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1 therefor. DISTRICT shall require its prime contractor to include HEMET and SAN JACINTO
2 as additional insureds under the liability insurance coverage required by DISTRICT'S
3 construction contract for PROJECT.

4 5. In the event of any arbitration, action or suit brought by DISTRICT, HEMET or
5 SAN JACINTO against the other party by reason of any breach on the part of the other party of
6 any of the covenants and agreements set forth in this Agreement, or any other dispute between
7 DISTRICT, HEMET or SAN JACINTO concerning this Agreement, the prevailing party in any
8 such action or dispute, by a final judgment or arbitration award, shall be entitled to have and
9 recover from the other party all costs and expenses or claims, including but not limited to,
10 attorney's fees and expert witness fees. This section shall survive any termination of this
11 Agreement.
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13 6. This Agreement is made and entered into for the sole protection and benefit of
14 the parties hereto. No other person or entity shall have any right or action based upon the
15 provisions of this Agreement.
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17 7. DISTRICT, HEMET and SAN JACINTO each pledge to cooperate in regard to
18 the operation and maintenance of their respective facilities as set forth herein and to discharge
19 their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation
20 of any nuisance condition or undue maintenance impact upon the others' facilities.
21

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

24 RIVERSIDE COUNTY FLOOD CONTROL
25 AND WATER CONSERVATION DISTRICT
26 1995 Market Street
27 Riverside, CA 92501
28 Attn: Design II Section

CITY OF HEMET
510 East Florida Avenue
Hemet, CA 92543
Attn: Jorge Biagioni

1 CITY OF SAN JACINTO
595 S. San Jacinto Avenue, Building A
2 San Jacinto, CA 92583
Attn: Habib Motlagh
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4 9. If any provision in this Agreement is held by a court of competent jurisdiction to
5 be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full
6 force without being impaired or invalidated in any way.

7 10. This Agreement is to be construed in accordance with the laws of the State of
8 California.

9 11. DISTRICT, HEMET and SAN JACINTO shall not assign this Agreement
10 without the written consent of the other parties.
11

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

17 13. This Agreement is the result of negotiations between the parties hereto, and the
18 advice and assistance of their respective counsel. The fact that this Agreement was prepared as
19 a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or
20 ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
21 prepared this Agreement in its final form.
22

23 14. Any waiver by DISTRICT, HEMET, or SAN JACINTO, or any breach by any
24 other party of any provision of this Agreement shall not be construed to be a waiver of any
25 subsequent or other breach of the same or any other provision hereof. Failure on the part of
26 DISTRICT, HEMET, or SAN JACINTO to require from any other party exact, full and
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1 complete compliance with any of the provisions of this Agreement shall not be construed as in
2 any manner changing the terms hereof, or estopping DISTRICT, HEMET, or SAN JACINTO
3 from enforcing this Agreement.

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

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

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(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

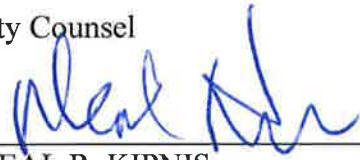
By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy


(SEAL)

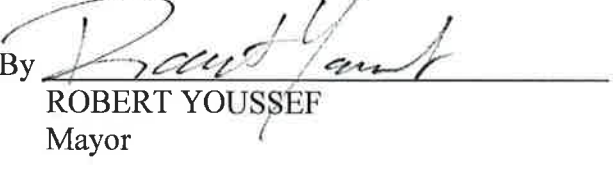
Cooperative Agreement
San Jacinto MDP Line B, Stage 1, Line C, Stage 2, Line C-4, Stage 1, and Line C-5, Stage 1
Project Nos. 4-0-00042, 4-0-00124, 4-0-00039, and 4-0-00040
7/31/13
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RECOMMENDED FOR APPROVAL:


CITY OF HEMET


By 
RONALD E. BRADLEY
Interim City Manager

By 
ROBERT YOUSSEF
Mayor

APPROVED AS TO FORM:

ATTEST:


By 
ERIC VAIL
City Attorney

By 
SARAH MCCOMAS
City Clerk

(SEAL)

Cooperative Agreement
San Jacinto MDP Line B, Stage 1, Line C, Stage 2, Line C-4, Stage 1, and Line C-5, Stage 1
Project Nos. 4-0-00042, 4-0-00124, 4-0-00039, and 4-0-00040
7/31/13
AMR:bjp

CITY OF SAN JACINTO

By 
Mike Emberton
Assistant City Manager

APPROVED AS TO FORM:

ATTEST:

By 
JEFFREY S. BALLINGER
City Attorney

By 
RICHARD MILLER
City Clerk

(SEAL)

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Cooperative Agreement
San Jacinto MDP Line B, Stage 1, Line C, Stage 2, Line C-4, Stage 1, and Line C-5 Stage 1
Project Nos. 4-0-000424-0-00124, 4-0-00039, and 4-0-00040
7/31/13
AMR:bjp



LEGEND:



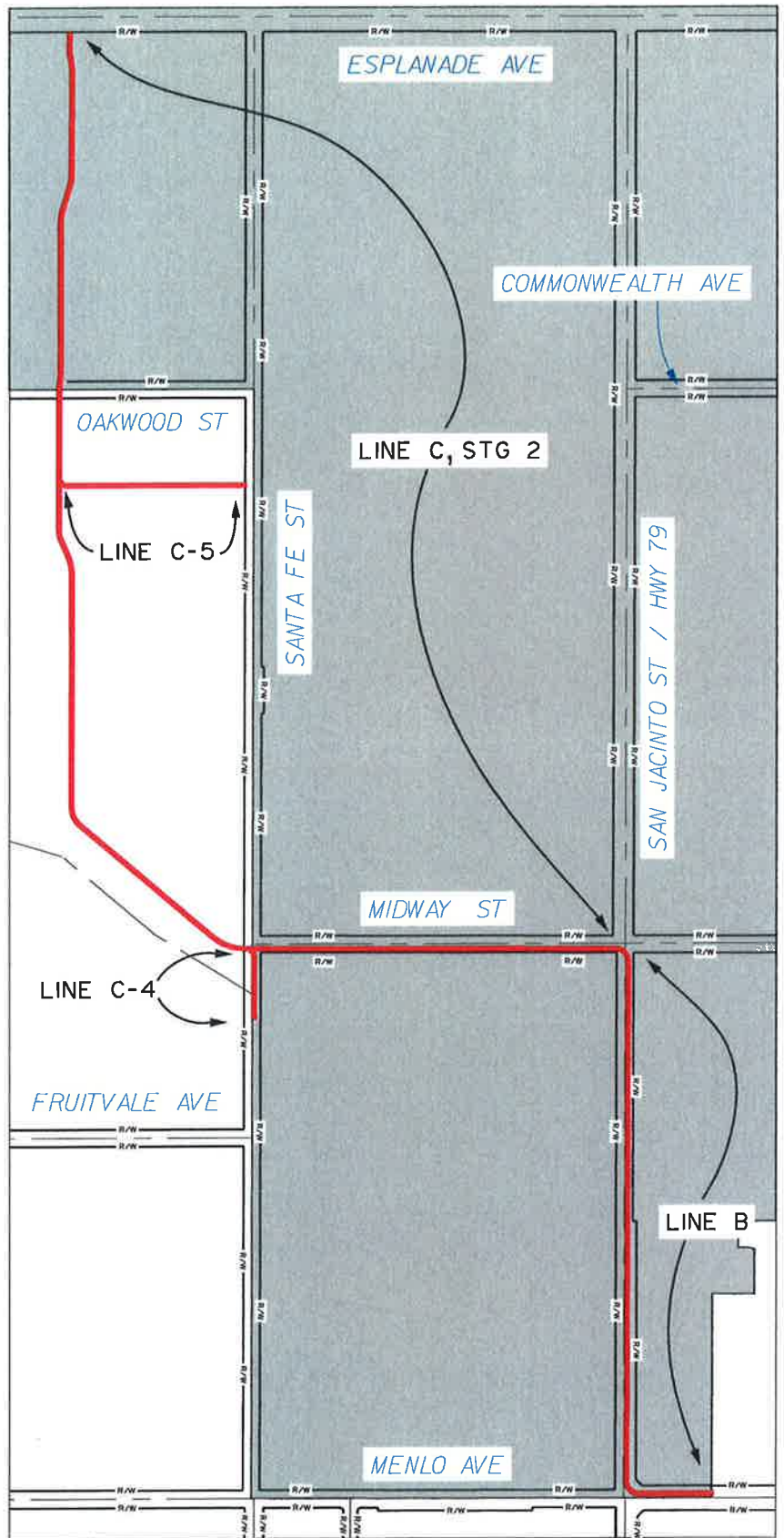
-  CITY OF SAN JACINTO
-  CITY OF HEMET

EXHIBIT A



COOPERATIVE AGREEMENT
SAN JACINTO MDP LINE B (STG 1), LINE C (STG 2), LINE C-4 (STG 1), C-5 (STG 1)
PROJ. NOS. 4-0-00042, 4-0-00124, 4-0-00039, 4-0-00040