

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

984 A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
May 1, 2014

SUBJECT: Cooperative Agreement with the City of Menifee for Homeland/Romoland Area Drainage Plan Fee Administration. District 5/District 3; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement with the City of Menifee for Homeland/Romoland Area Drainage Plan Fee Administration; and
2. Authorize the Chairman of the Board to execute the same.

BACKGROUND:

Summary

This Cooperative Agreement sets forth the terms and conditions by which the County of Riverside (County) will administer the Homeland/Romoland Area Drainage Plan (HRADP) fee program for the City of Menifee (City).

Juan C. Perez, Director of Transportation and Land Management

Patricia Romo
Patricia Romo

Assistant Director of Transportation

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS:

Budget Adjustment: No
For Fiscal Year: NA

C.E.O. RECOMMENDATION:

APPROVE

BY: *Tina Grande*
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone and Benoit
Nays: None
Absent: None
Disqualify: Ashley
Date: July 15, 2014
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

BY: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.:

District: 5/3

Agenda Number:

3-68

FORM APPROVED COUNTY COUNSEL
BY: *NEAL R. KIPNIS*
DATE: 7/15/14

Departmental Concurrence

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Cooperative Agreement with the City of Menifee for Homeland/Romoland Area Drainage
Plan Fee Administration. District 5/District 3; [\$0]

DATE: May 1, 2014

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The County adopted the HRADP fee program in 1988 (Resolution 88-108), and it was last revised in March 2006 (Resolution 2006-001). The City incorporated in October 2008 and adopted all ordinances and resolutions of the County then in effect, including the provisions of Ordinance 460.144 and Resolution 2006-001, which established drainage fees within the HRADP, a portion of which is now located within the City.

By adoption of Ordinance 460.144 and Resolution 2006-001, the City legally assumed the role of the County with regard to the imposition, adjustment, and implementation of the HRADP fee program for City approved land divisions located within the HRADP boundaries. However, in order to assure that the HRADP is consistently and equitably implemented within the City and the adjacent unincorporated County area, the City desires that the Riverside County Flood Control and Water Conservation District act as the lead agency for the collection, adjustment, and disbursement of HRADP drainage fees.

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

Impact on Residents and Businesses

NA

SUPPLEMENTAL:

Additional Fiscal Information

The HRADP fee is a one-time fee that is imposed on new development projects to defray the cost of constructing the critically needed flood control and drainage facilities identified within the HRADP. The current HRADP fee is \$12,636 per acre within the "Line A" sub-watershed and \$5,923 per acre within the "Line B" sub-watershed. HRADP fees are paid directly to the Riverside County Flood Control and Water Conservation District.

Contract History and Price Reasonableness

NA

**COOPERATIVE AGREEMENT BY AND BETWEEN
THE COUNTY OF RIVERSIDE
AND THE CITY OF MENIFEE
RELATING TO IMPLEMENTATION OF THE
HOMELAND/ROMOLAND AREA DRAINAGE PLAN**

This Agreement is entered this 15th day of July, 2014, by and between the County of Riverside, (hereinafter "County") and the City of Menifee (hereinafter "City"), relating to the imposition of drainage fees pursuant to the Homeland/Romoland Area Drainage Plan ("HRADP") established by the County of Riverside by Resolution No. 88-108 on April 12, 1988 and amendments thereto.

RECITALS

- A. Section 10.25 of County of Riverside Ordinance 460 establishes a comprehensive listing of Area Drainage Plans (ADPs) located within the County of Riverside for the purpose of identifying specific needs for drainage facilities, estimating the cost of such facilities in each ADP and the specific benefit to be derived therefrom, specifying the location of such facilities and providing funding for the construction of such facilities by ADP fees.
- B. Section 10.25 (B) of Ordinance 460 provides that whenever land located within the boundary of an ADP is proposed to be divided, a drainage fee in the amount stipulated by the ADP, as adopted by the County Board of Supervisors, shall be required as a condition of approval.
- C. Section 10.25(E) of Ordinance 460 provides that ADP fees are to be paid directly to the Riverside County Flood Control and Water Conservation District at the time of issuance of grading permits or building permits if no grading permit is required.
- D. The City of Menifee was incorporated effective October 1, 2008 and enacted Ordinance 2008-1 which adopted all ordinances and resolutions of the County of

JUL 15 2014 3-68

Riverside then in effect as required by law, including without limitation, Ordinance 460 including the provisions of Ordinance 460.144 and Resolution 2006-001 which established revised drainage fees within the HRADP, a portion of which is now located within the City of Menifee.

E. By adoption of Ordinance 460.144 and Resolution 2006-001 the City of Menifee legally assumed the role of the County with regard to the imposition, adjustment, implementation of the HRADP fee program for City approved land divisions located within the HRADP boundaries.

F. The County has legal authority to impose, adjust, implement, collect and disburse fees over unincorporated areas included within the HRADP.

G. In order to assure that the HRADP is consistently and equitably implemented within the City and the adjacent unincorporated County area, the City desires that the County of Riverside act as the lead agency for the collection, adjustment and disbursement of HRADP drainage fees.

H. Therefore, for the benefit of the health, safety and general welfare of the community at large including without limitation the County of Riverside and the City of Menifee, the City wishes to delegate authority for the adjustment, collection and disbursement of HRADP fees to the County.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

I. General.

A. Recitals. All Recitals set out above are true and correct.

1 B. Purpose. The purpose of this Agreement is to assure the efficient, consistent and
2 equitable implementation of the HRADP drainage fee program within the City of
3 Menifee and the adjacent unincorporated County area in a manner that protects and
4 serves the health, safety and general welfare of all persons who live, work or travel
5 through the City of Menifee and the County of Riverside.

6 C. Understanding. This Agreement is entered into by the City and the County with the
7 understanding that each will cooperate fully within their respective jurisdictions to
8 assure the proper imposition, adjustment, implementation, collection and
9 disbursement of HRADP drainage fees for the benefit of residents of the City and
10 the County.
11

12 D. Cooperation. City and County understand and agree that it will be necessary to
13 work cooperatively to assure efficient, consistent and equitable implementation of
14 Ordinance 460.144 as adopted by the City of Menifee.
15

16 E. Sharing of Information. City and County agree that it will be necessary to share
17 such information as may be required to properly establish the appropriate drainage
18 fee obligation of properties located within the HRADP.

19 F. Term. This Agreement shall take effect once both parties have executed it and shall
20 automatically renew annually unless terminated in accord with the provisions of
21 Section III.
22

23 **II. Implementation.**

24 A. City Commits:

- 25 1. To delegate by resolution all right and authority held under Ordinance 460.144
26 as adopted by the City of Menifee to the County for adjustment, collection and
27 disbursement of HRADP drainage fees.
28

- 1 2. To cooperate as necessary to assure that all proposed land divisions located
2 within City's portion of the HRADP are properly conditioned to pay the
3 appropriate drainage fee as established by County Ordinance 460.144 as
4 amended.

5 **B. County Commits:**

- 6 1. To properly impose HRADP fees in accordance with the provisions of
7 Ordinance 460.144, as amended, within the unincorporated portion of the
8 HRADP.
9
10 2. From time to time, recommend that the County Board of Supervisors adjust such
11 fees as necessary to provide sufficient revenues for completion of the identified
12 drainage facilities within the HRADP.
13
14 3. To implement the provisions of Ordinance 460.144 and Resolution 2006-001.
15
16 4. To calculate the amount of HRADP fees owed by any property located within
17 the Menifee portion of the HRADP and accept payment thereof in accordance
18 with the provisions of Ordinance 460.
19
20 5. To ensure all HRADP fees collected are appropriately disbursed and utilized for
21 the construction of HRADP drainage facilities in accordance with the provisions
22 of Ordinance 460.

23 **III. Termination.**

24 This Agreement may be terminated with or without cause by either Party upon 60 days
25 written notice.

26 **IV. Representations, Warranties and Indemnification.**

- 27 A. Indemnification. To the fullest extent provided by law, County shall indemnify,
28 protect, defend, and hold harmless the City, its officers, employees, and agents from

1 and against any and all claims, liability, costs, damages, penalties, losses and
2 expenses, and any other actions, suits, legal or administrative orders or proceedings,
3 demands or other liabilities resulting at any time from the activities set forth in this
4 Agreement.

5 B. Indemnification. To the fullest extent provided by law, City shall indemnify,
6 protect, defend, and hold harmless the County, its officers, employees, and agents
7 from and against any and all claims, liability, costs, damages, penalties, losses and
8 expenses, and any other actions, suits, legal or administrative orders or proceedings,
9 demands or other liabilities resulting at any time from the activities set forth in this
10 Agreement.
11

12 C. Survival. Notwithstanding any other provision of this Agreement, this Section IV
13 shall survive the termination of this Agreement.

14 **V. Miscellaneous.**

15 A. General Provisions. This Agreement and all terms and conditions hereof shall be
16 governed by and construed and enforced in accordance with the laws of the State of
17 California, with venue in any action in the Superior Court of Riverside County.
18 Any term herein can be waived only by a written waiver signed by the Party against
19 whom such waiver is to be asserted. This Agreement may be executed in
20 counterparts, each of which when so executed shall be deemed an original, and all
21 of which, together, shall constitute one and the same instrument.
22

23
24 B. Attorneys' Fees. In the event of litigation between the Parties hereto arising out of
25 or in connection with this Agreement, the prevailing party shall, in addition to any
26 other relief awarded by the court, be entitled to recover its costs and reasonable
27 attorneys' fees as determined by the court.
28

1 C. Notice. Any notice to be given hereunder shall be effective only when in writing
2 and delivered to the Party to whom notice is being given personally, by fax or by
3 mail, to the address set out below:

4 City of Menifee
5 29714 Haun Road
6 Menifee, CA 92586
7 951.672.6777
8 951.679.3843 fax
9 Attn: Rob Johnson, City Manager

County of Riverside
4080 Lemon Street
Riverside, California 92501 – 14th Floor
Attn: Director of Transportation and
Land Management Agency

8 Either Party may change the place of notice to any other location by giving notice to the
9 other.

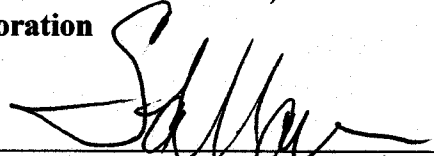
10 D. Amendment. This Agreement may only be amended by a document in writing
11 signed by the Parties.

12 E. Further Action. The Parties agree to and shall take such further action and execute
13 and deliver such additional documents as may be reasonably required to effectuate
14 the terms and conditions of this Agreement and to the extent consistent with the
15 terms hereof including without limitation adoption of resolutions.

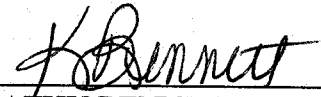
16 F. Authority. The persons executing this Agreement on behalf of the Parties hereto
17 warrant that (i) such Party is duly organized and existing, (ii) they are duly
18 authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so
19 executing this Agreement, such party is formally bound to the provisions of this
20 Agreement, and (iv) entering into this Agreement does not violate any provision of
21 any other agreement to which said party is bound.
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1 Dated: February _____, 2014

CITY OF MENIFEE, a municipal corporation

By: 
SCOTT MANN, Mayor

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4 Attest:

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7 KATHY BENNETT, City Clerk

8 APPROVED AS TO FORM:

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10 
11 JULIE H. BIGGS, City Attorney

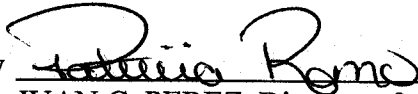
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13 Dated: _____

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RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

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By 
JUAN C. PEREZ, Director of
Transportation and Land Management

Patricia Romo
Assistant Director of Transportation

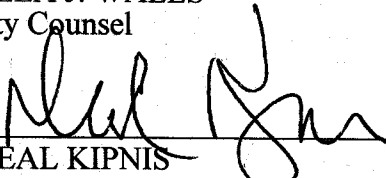
By 
JEFF STONE, Chairman
County of Riverside Board of Supervisors

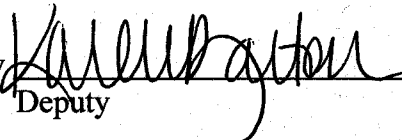
APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL KIPNIS
Deputy County Counsel

By 
Deputy

(SEAL)

Dated: 3/10/14

MHW:bj
02/27/14