

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



311 B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

September 9, 2014

SUBJECT: Approval of Cooperative Agreement for Romoland Master Drainage Plan Line A, Stage 3, Project No. 4-0-00310, 5th District/3rd & 5th Districts; [\$13,000 total]; District Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the District, City of Menifee, City of Perris, and Eastern Municipal Water District (EMWD); and
2. Authorize the Chairman to execute the Cooperative Agreement documents on behalf of the District.

BACKGROUND:

Summary

This Cooperative Agreement (Agreement) sets forth the terms and conditions by which District will construct Romoland Master Drainage Plan Line A, Stage 3 project.

Continued on page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

AMR:blj
P8/162603

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 3,000	\$ 10,000	\$ 13,000	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 3,000	\$ 10,000	\$ 13,000	\$ N/A	

SOURCE OF FUNDS: 25140/947460/527980 Zone 4-Const/Maint/Misc	Budget Adjustment: No
	For Fiscal Year: 14/15 - 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY: Steven C. Horn

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

On motion of Supervisor Stone, seconded by Supervisor Benoit 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: September 9, 2014
xc: Flood

Kecia Harper-Ihem
Clerk of the Board

By: Deputy

Prev. Agn. Ref.:

District: 5th/3rd, 5th

Agenda Number:

11 - 1

FISCAL PROCEDURES APPROVED BY JEANINE J. REY, FINANCE DIRECTOR
 BY: 9/21/14
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL BY: NEAL R. KIPNIS DATE: 9/11/14

A-30
 4/5 Vote
 Positions Added
 Change Order

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

FORM 11: Approval of Cooperative Agreement for Romoland Master Drainage Plan Line A, Stage 3,
Project No. 4-0-00310, 5th District/3rd & 5th Districts; [\$13,000 total]; District Funds 100%

DATE: September 9, 2014

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The Agreement is necessary as certain interfering portions of the existing 27-inch and 33-inch waterlines owned and operated by EMWD will be relocated as a part of the District's construction project. Under this Agreement, the District will pay EMWD an amount not to exceed \$13,000 to cover EMWD's plan review and construction inspection costs associated with the waterlines relocation.

The Agreement is also necessary for the Cities of Menifee and Perris 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 open channel and Cities of Menifee and Perris will assume ownership and responsibility for the operation and maintenance of the structural integrity of box crossings located within their respective rights of way. Also upon completion of project construction, EMWD will accept ownership and responsibilities for the operation and maintenance of the relocated waterlines.

County Counsel has approved the Agreement as to legal form. The City of Menifee, the City of Perris and EMWD have executed the Agreement.

Impact on Residents and Businesses

The construction of this project will (i) provide outlets for adjacent developments, (ii) provide immediate flooding relief for the area east of the I-215 Freeway at Encanto Drive, and (iii) improve traffic safety during periods of flooding.

SUPPLEMENTAL:

Additional Fiscal Information

Future operation and maintenance costs associated with the open channel facility will accrue to the District.

AMR:blj

P8/162603

1 COOPERATIVE AGREEMENT
2 Romoland Master Drainage Plan Line A, Stage 3
3 Project No. 4-0-00310

4 The Riverside County Flood Control and Water Conservation District,
5 hereinafter called "DISTRICT", the City of Menifee, hereinafter called "MENIFEE", the City of
6 Perris, hereinafter called "PERRIS" and Eastern Municipal Water District, hereinafter called
7 "EMWD", hereby agree as follows:

8 RECITALS

9 A. DISTRICT has budgeted for and plans to construct Romoland Master
10 Drainage Plan (MDP) Line A, Stage 3, as shown on District Drawing No. 4-0856 to provide
11 necessary flood control and drainage improvements for certain areas within portions of the cities
12 of Menifee and Perris; and

13
14 B. Romoland MDP Line A, Stage 3 consists of (i) approximately 10,100 lineal
15 feet of interim unlined trapezoidal channel, as shown in concept in blue on Exhibit "A", attached
16 hereto and made a part hereof, and hereinafter called "UNLINED CHANNEL", (ii)
17 approximately 330 lineal feet of rock-lined trapezoidal channel, as shown in concept in red on
18 Exhibit "A" and hereinafter called "ROCK-LINED CHANNEL", and (iii) approximately 290
19 lineal feet of concrete lined trapezoidal channel, as shown in concept in green on Exhibit "A"
20 and hereinafter called "CONCRETE LINED CHANNEL". Together, UNLINED CHANNEL,
21 ROCK-LINED CHANNEL and CONCRETE LINED CHANNEL are hereinafter called
22 "DISTRICT DRAINAGE FACILITIES"; and

23
24 C. Associated with the construction of DISTRICT DRAINAGE FACILITIES
25 is the construction of i) approximately 130 lineal feet of 11'H by 14'W four-cell reinforced
26 concrete box crossing at Murrieta Road, as shown in concept in green on Exhibit "B", attached
27 hereto and made a part hereof, and hereinafter called "MURRIETA CROSSING", ii)
28

1 approximately 440 lineal feet of 11'H by 14'W four-cell reinforced concrete box crossing at
 2 Ethanac Road, as shown in concept in red on Exhibit "B" and hereinafter called "ETHANAC
 3 CROSSING", (iii) approximately 110 lineal feet of 10'H by 14'W four-cell reinforced concrete
 4 crossing at Barnett Road, as shown in concept in blue on Exhibit "B" and hereinafter called
 5 "BARNETT CROSSING", and (iv) approximately 60 lineal feet of 10.75'H by 12'W four-cell
 6 reinforced concrete box crossing at Encanto Drive, as shown in concept in orange on Exhibit
 7 "B" and hereinafter called "ENCANTO CROSSING". Together, MURRIETA CROSSING,
 8 ETHANAC CROSSING, BARNETT CROSSING and ENCANTO CROSSING are hereinafter
 9 called "CROSSINGS"; and
 10

11 D. MURRIETA CROSSING and ENCANTO CROSSING are located entirely
 12 within the jurisdictional boundaries of PERRIS. ETHANAC CROSSING and BARNETT
 13 CROSSING are located within the jurisdictional boundaries of PERRIS and MENIFEE; and
 14

15 E. MURRIETA CROSSING, ENCANTO CROSSING and those portions of
 16 ETHANAC CROSSING and BARNETT CROSSING that are located within the jurisdictional
 17 boundaries of PERRIS, as shown in concept in blue on Exhibit "C", attached hereto and made a
 18 part hereof, are hereinafter called "PERRIS CROSSINGS". Those portions of ETHANAC
 19 CROSSING and BARNETT CROSSING that are located within the jurisdictional boundaries
 20 of MENIFEE as shown in concept in red on Exhibit "C", are hereinafter called "MENIFEE
 21 CROSSINGS"; and
 22

23 F. EMWD owns, operates and maintains a 33-inch diameter waterline and a
 24 27-inch diameter waterline that are located along Murrieta Road and Ethanac Road,
 25 respectively, and are hereinafter together called "EMWD FACILITIES". DISTRICT has
 26 determined that portions of EMWD FACILITIES interfere with the proposed DISTRICT
 27 DRAINAGE FACILITIES; therefore, the interfering portions of EMWD FACILITIES must be
 28

1 relocated. The interfering portions of EMWD FACILITIES that must be relocated are
2 hereinafter called "EMWD FACILITIES RELOCATION"; and

3 G. Together, DISTRICT DRAINAGE FACILITIES, CROSSINGS, and
4 EMWD FACILITIES RELOCATION are hereinafter altogether called "PROJECT"; and

5 H. DISTRICT has also budgeted for and caused to be prepared the necessary
6 plans and specifications for EMWD FACILITIES RELOCATION, hereinafter called
7 "RELOCATION PLANS"; and

8 I. DISTRICT desires EMWD to accept ownership and responsibility for the
9 operation and maintenance of EMWD FACILITIES RELOCATION upon completion of
10 construction. Therefore, EMWD must review and approve DISTRICT'S plans and
11 specifications for EMWD FACILITIES RELOCATION and subsequently inspect and approve
12 the relocation construction; and

13 J. DISTRICT also desires PERRIS to accept ownership and responsibility for
14 the operation and maintenance of the structural integrity of PERRIS CROSSINGS upon
15 completion of construction. Therefore, PERRIS must review and approve DISTRICT'S plans
16 and specifications for PERRIS CROSSINGS and subsequently inspect and approve its
17 construction; and

18 K. DISTRICT also desires MENIFEE to accept ownership and responsibility
19 for the operation and maintenance of the structural integrity of MENIFEE CROSSINGS upon
20 completion of construction. Therefore, MENIFEE must review and approved DISTRICT'S
21 plans and specifications for MENIFEE CROSSINGS and subsequently inspect and approve its
22 construction; and

23 L. DISTRICT is willing to (i) provide EMWD an opportunity to review and
24 approve RELOCATION PLANS prior to DISTRICT'S final approval thereof and advertising
25

1 for PROJECT construction bids, (ii) provide PERRIS and MENIFEE an opportunity to review
2 and approve their respective portions of plans and specifications for CROSSINGS prior to
3 DISTRICT advertising for PROJECT construction bids, (iii) assume ownership and sole
4 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES upon
5 completion of PROJECT construction, and (iv) accept responsibility for keeping CROSSINGS
6 free and clear of sediment and debris, provided PERRIS (i) complies with this Agreement, and
7 (ii) assumes ownership and sole responsibility for the operation and maintenance of the
8 structural integrity of PERRIS CROSSINGS upon completion of construction, MENIFEE (i)
9 complies with this Agreement, and (ii) assumes ownership and sole responsibility for the
10 operation and maintenance of the structural integrity of MENIFEE CROSSINGS, and EMWD
11 (i) complies with this Agreement, and (ii) assumes ownership and sole responsibility for the
12 operation and maintenance of EMWD FACILITIES RELOCATION upon completion of
13 construction; and

14
15
16 M. DISTRICT is also willing to make payment to EMWD as follows:

17 (i) An amount not to exceed three thousand dollars (\$3,000) to cover
18 EMWD'S actual costs associated with the review of RELOCATION PLANS, hereinafter called
19 the "PLAN REVIEW COST"; and

20
21 (ii) One hundred percent (100%) of EMWD'S actual cost for construction
22 inspection of EMWD FACILITIES RELOCATION in accordance with DISTRICT and EMWD
23 approved RELOCATION PLANS, hereinafter called "INSPECTION PAYMENT".

24 DISTRICT'S INSPECTION PAYMENT shall not exceed a total sum of seventeen thousand
25 dollars (\$17,000). In addition, DISTRICT'S total payment to EMWD under this Agreement
26 shall not exceed a total sum of twenty thousand dollars (\$20,000); and
27
28

1 N. It is in the best interest of the public to proceed with the construction of
2 PROJECT at the earliest possible date; and

3 O. The purpose of this Agreement is to memorialize the mutual understandings
4 by and between DISTRICT, MENIFEE, PERRIS and EMWD with respect to design,
5 construction, ownership, operation and maintenance of PROJECT, and the payment of
6 DISTRICT'S PLAN REVIEW COST and INSPECTION PAYMENT to EMWD.
7

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

10 SECTION I

11 DISTRICT shall:

12 1. Pursuant to the California Environmental Quality Act (CEQA), act as the
13 Lead Agency and assume responsibility for the preparation, circulation, and adoption of all
14 necessary and appropriate CEQA documents pertaining to the construction, operation and
15 maintenance of PROJECT.
16

17 2. Prepare, or cause to be prepared, plans and specifications for DISTRICT
18 DRAINAGE FACILITIES and CROSSINGS, hereinafter called "IMPROVEMENT PLANS",
19 including separate RELOCATION PLANS, in accordance with applicable DISTRICT,
20 MENIFEE, PERRIS, and EMWD standards.
21

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

24 4. Secure, at its sole cost and expense, all necessary permits, approvals,
25 licenses or agreements required by any federal or state resource or regulatory agencies
26 pertaining to the construction, operation and maintenance of PROJECT.
27
28

1 5. Prior to advertising PROJECT for public works construction contract bids,
2 submit (i) IMPROVEMENT PLANS to MENIFEE and PERRIS for their review and approval,
3 as appropriate, and (ii) RELOCATION PLANS to EMWD for its review and approval.
4

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

7 7. Provide MENIFEE, PERRIS and EMWD with written notice that
8 DISTRICT has awarded a construction contract for PROJECT.

9 8. Within thirty (30) days after the execution of this Agreement, pay EMWD
10 (i) three thousand dollars (\$3,000) for PLAN REVIEW COST, and (ii) an initial deposit of ten
11 thousand dollars (\$10,000) for construction inspection of EMWD FACILITIES RELOCATION.
12

13 9. Prior to commencing PROJECT construction, schedule and conduct a pre-
14 construction meeting between DISTRICT, MENIFEE, PERRIS, EMWD and other affected
15 entities. DISTRICT shall notify MENIFEE, PERRIS, and EMWD at least twenty (20) days
16 prior to conducting the pre-construction meeting.

17 10. Furnish MENIFEE, PERRIS and EMWD, at the time of providing written
18 notice for the pre- construction meeting as set forth in Section I.9., with a construction schedule
19 which shall show the order and dates in which DISTRICT or DISTRICT'S contractor proposes
20 to carry out on EMWD FACILITIES RELOCATION, CROSSINGS and various parts of work,
21 including estimated start and completion dates.
22

23 11. Not permit any change to, or modification of, the DISTRICT and EMWD
24 approved RELOCATION PLANS without the prior written permission and consent of EMWD.
25

26 12. Pursuant to a DISTRICT administered public works construction contract,
27 construct, or cause to be constructed, PROJECT in accordance with DISTRICT, MENIFEE and
28

1 PERRIS approved IMPROVEMENT PLANS and DISTRICT and EMWD approved
2 RELOCATION PLANS, and pay all costs associated therewith.

3 13. Inspect, or cause to be inspected, construction of PROJECT.

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

8 15. Require its prime construction contractor(s) to include MENIFEE, PERRIS,
9 and EMWD as additional insureds under the liability insurance coverage for PROJECT, and
10 also require its construction contractor(s) to include (i) EMWD as a third party beneficiary of
11 any and all warranties of the contractor's work with regard to RELOCATION PLANS, (ii)
12 PERRIS as a third party beneficiary of any and all warranties of the contractor's work with
13 regard to PERRIS CROSSINGS, and (iii) MENIFEE as a third party beneficiary of any and all
14 warranties of the contractor's work with regard to MENIFEE CROSSINGS.
15

16 16. Within two (2) weeks of completing PROJECT construction, provide
17 MENIFEE, PERRIS and EMWD with written notice that PROJECT construction is
18 substantially complete and requesting that (i) MENIFEE conduct a final inspection of
19 MENIFEE CROSSINGS and subsequently assume ownership and responsibility for operation
20 and maintenance of the structural integrity of MENIFEE CROSSINGS, (ii) PERRIS conduct a
21 final inspection of PERRIS CROSSINGS and subsequently assume ownership and
22 responsibility for operation and maintenance of the structural integrity of PERRIS
23 CROSSINGS, and (iii) EMWD conduct a final inspection of EMWD FACILITIES
24 RELOCATION and subsequently accept EMWD FACILITIES RELOCATION as operational.
25

26 17. Pay EMWD within thirty (30) days after receipt of EMWD'S appropriate
27 invoice for the final payment of INSPECTION PAYMENT as set forth in Section IV.11.
28

1 provided DISTRICT'S total INSPECTION PAYMENT shall not exceed seventeen thousand
2 dollars (\$17,000).

3 18. Upon DISTRICT'S acceptance of PROJECT construction as complete,
4 provide MENIFEE, PERRIS and EMWD with a copy of DISTRICT'S Notice of Completion.
5

6 19. Upon DISTRICT'S acceptance of PROJECT construction as complete,
7 provide (i) MENIFEE with a reproducible copy of "record drawings" for MENIFEE
8 CROSSINGS plans, (ii) PERRIS with a reproducible copy of "record drawings" for PERRIS
9 CROSSINGS plans, and (iii) EMWD with a reproducible copy of "record drawings" for EMWD
10 FACILITIES RELOCATION plans.

11 20. Ensure that all work performed pursuant to this Agreement by DISTRICT,
12 its agents or contractors is done in accordance with all applicable laws and regulations,
13 including but not limited to all applicable provisions of the Labor Code, Business and
14 Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs
15 associated with compliance with applicable laws and regulations.
16

17 SECTION II

18 MENIFEE shall:

19 1. Act as a Responsible Agency under CEQA, taking all necessary and
20 appropriate action to comply with CEQA.
21

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

24 3. Grant DISTRICT, by execution of this Agreement, all rights necessary to
25 construct PROJECT and to subsequently operate and maintain DISTRICT DRAINAGE
26 FACILITIES within MENIFEE rights of way or easements.
27
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1 MENIFEE, and PERRIS at least twenty (20) days prior to conducting the pre-construction
2 meeting.

3 4. [THIS SECTION INTENTIONALLY LEFT BLANK]

4 5. Grant DISTRICT, by execution of this Agreement, all rights necessary to
5 (i) construct PROJECT, (ii) subsequently operate and maintain DISTRICT DRAINAGE
6 FACILITIES, and (iii) keep CROSSINGS free and clear of sediment and debris within EMWD
7 rights of way or easements.

8 6. Grant MENIFEE and PERRIS, by execution of this Agreement, all rights
9 necessary to operate MENIFEE CROSSINGS and PERRIS CROSSINGS, respectively, and to
10 maintain their respective structural integrity within EMWD rights of way or easements.

11 7. Inspect the construction of EMWD FACILITIES RELOCATION and
12 communicate all comments or concerns to DISTRICT personnel who shall be solely responsible
13 for all quality control communications with DISTRICT'S contractor(s) during the construction
14 of PROJECT.

15 8. Keep an accurate accounting of EMWD'S actual costs associated with the
16 construction inspection for the EMWD FACILITIES RELOCATION and provide DISTRICT
17 with a final accounting of construction inspection costs upon EMWD'S determination that
18 EMWD FACILITIES RELOCATION is satisfactorily completed as set forth in Section IV.10.

19 9. Upon receipt of DISTRICT'S written notice that the PROJECT construction
20 is substantially complete, conduct a final inspection of EMWD FACILITIES RELOCATION as
21 set forth in Section I.16.

22 10. Upon its determination that the EMWD FACILITIES RELOCATION is
23 satisfactorily completed, provide DISTRICT with a final accounting of construction inspection
24 costs as set forth in Section IV.8. and a written Notice of Final Acceptance and, thereupon,
25
26
27
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1 3. Except as otherwise provided herein, DISTRICT shall not be responsible
2 for any additional street repairs or improvements not shown in IMPROVEMENT PLANS and
3 not as a result of PROJECT construction.

4 4. DISTRICT shall pay EMWD for reasonable time expended to (i) review
5 and approve RELOCATION PLANS, and (ii) inspect the construction of EMWD FACILITIES
6 RELOCATION. The total amount paid to EMWD under this Agreement shall not exceed the
7 sum of twenty thousand dollars (\$20,000).

8 5. DISTRICT shall indemnify, defend, save and hold harmless MENIFEE,
9 PERRIS and EMWD (including their respective officers, districts, special districts and
10 departments, their respective directors, officers, Board of Supervisors, elected and appointed
11 officials, employees, agents, representatives, independent contractors and subcontractors) from
12 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of
13 or in any way relating to DISTRICT (including its officers, Board of Supervisors, elected and
14 appointed officials, employees, agents, representatives, independent contractors and
15 subcontractors) actual or alleged acts or omissions related to this Agreement, performance under
16 this Agreement, or failure to comply with the requirements of this Agreement, including but not
17 limited to (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d)
18 any other element of any kind or nature whatsoever.

19 MENIFEE shall indemnify, defend, save and hold harmless DISTRICT, County
20 of Riverside, PERRIS and EMWD (including their respective officers, districts, special districts
21 and departments, their respective directors, officers, Board of Supervisors, elected and
22 appointed officials, employees, agents, representatives, independent contractors and
23 subcontractors) from any liabilities, claim, damage, proceeding or action, present or future,
24 based upon, arising out of or in any way relating to MENIFEE (including its officers, Board of
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1 Supervisors, elected and appointed officials, employees, agents, representatives, independent
2 contractors and subcontractors) actual or alleged acts or omissions related to this Agreement,
3 performance under this Agreement, or failure to comply with the requirements of this
4 Agreement, including but not limited to (a) property damage; (b) bodily injury or death; (c)
5 payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.
6

7 PERRIS shall indemnify, defend, save and hold harmless DISTRICT, County of
8 Riverside, MENIFEE and EMWD (including their respective officers, districts, special districts
9 and departments, their respective directors, officers, Board of Supervisors, elected and
10 appointed officials, employees, agents, representatives, independent contractors and
11 subcontractors) from any liabilities, claim, damage, proceeding or action, present or future,
12 based upon, arising out of or in any way relating to PERRIS (including its officers, Board of
13 Supervisors, elected and appointed officials, employees, agents, representatives, independent
14 contractors and subcontractors) actual or alleged acts or omissions related to this Agreement,
15 performance under this Agreement, or failure to comply with the requirements of this
16 Agreement, including but not limited to (a) property damage; (b) bodily injury or death; (c)
17 payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.
18

19 EMWD shall indemnify, defend, save and hold harmless DISTRICT, County of
20 Riverside, MENIFEE and PERRIS (including their respective officers, districts, special districts
21 and departments, their respective directors, officers, Board of Supervisors, elected and
22 appointed officials, employees, agents, representatives, independent contractors and
23 subcontractors) from any liabilities, claim, damage, proceeding or action, present or future,
24 based upon, arising out of or in any way relating to EMWD (including its officers, Board of
25 Supervisors, elected and appointed officials, employees, agents, representatives, independent
26 contractors and subcontractors) actual or alleged acts or omissions related to this Agreement,
27
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1 performance under this Agreement, or failure to comply with the requirements of this
2 Agreement, including but not limited to (a) property damage; (b) bodily injury or death; (c)
3 payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.
4

5 This section shall survive any termination of this Agreement.

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

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

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

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

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

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

1 CITY OF PERRIS
101 North D Street
2 Perris, CA 92570
Attn: Habib Motlagh, City Engineer

EASTERN MUNICIPAL
WATER DISTRICT
2270 Trumble Road
Perris, CA 92570
Attn: Armando Arroyo, Project
Engineer

3
4 10. If any provision in this Agreement is held by a court of competent
5 jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless
6 continue in full force without being impaired or invalidated in any way.
7

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

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

12 13. 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

18 14. This Agreement is the result of negotiations between the parties hereto and
19 the advice and assistance of their respective counsel. The fact that this Agreement was prepared
20 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty
21 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
22 prepared this Agreement in its final form.
23

24 15. Any waiver by DISTRICT, MENIFEE, PERRIS or EMWD or any breach
25 by any other party of any provision of this Agreement shall not be construed to be a waiver of
26 any subsequent or other breach of the same or any other provision hereof. Failure on the part of
27 DISTRICT, MENIFEE, PERRIS or EMWD to require from any other party exact, full and
28

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, MENIFEE, PERRIS or
3 EMWD from enforcing this Agreement.
4

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

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

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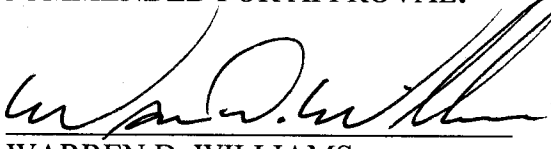
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

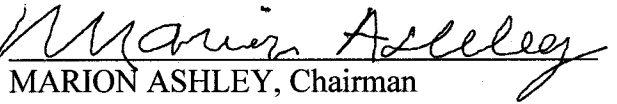
2 SEP 08 2014

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

4 RECOMMENDED FOR APPROVAL:

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

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

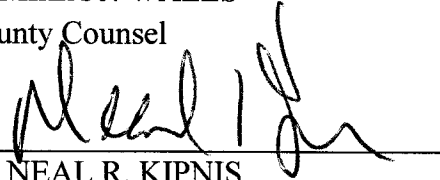
6 By 
7 MARION ASHLEY, Chairman
8 Riverside County Flood Control and Water
9 Conservation District Board of Supervisors

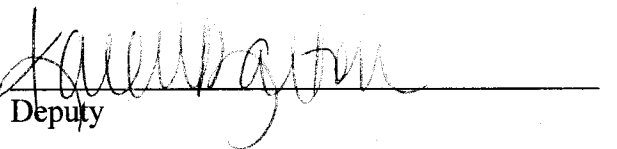
9 APPROVED AS TO FORM:

ATTEST:

10 PAMELA J. WALLS
11 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

12 By 
13 NEAL R. KIPNIS
14 Deputy County Counsel

12 By 
13 Deputy

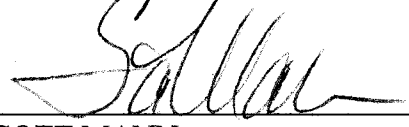
(SEAL)

25 Cooperative Agreement: Cities of Menifee and Perris, EMWD
26 Romoland MDP Line A, Stage 3
27 Project No. 4-0-00310
27 07/17/14
28 TT:AMR:blj

1 RECOMMENDED FOR APPROVAL:

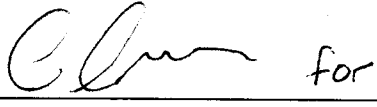
CITY OF MENIFEE

2
3 By 
4 JONATHAN SMITH
Public Works Director/Engineer

By 
SCOTT MANN
Mayor

5 APPROVED AS TO FORM:

ATTEST:

6
7 By  for
8 JULIE HAYWARD-BIGGS
City Attorney

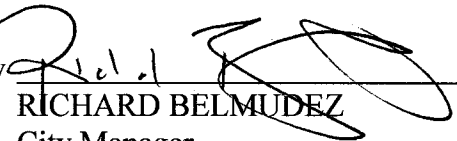
By 
KATHY BENNETT
City Clerk

(SEAL)

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Cooperative Agreement: Cities of Menifee and Perris, EMWD
Romoland MDP Line A, Stage 3
Project No. 4-0-00310
07/17/14
TT:AMR:blj

CITY OF PERRIS

By 
RICHARD BELMUDEZ
City Manager

APPROVED AS TO FORM:

ATTEST:

By 
ERIC DUNN
City Attorney

By 
NANCY SALAZAR
City Clerk

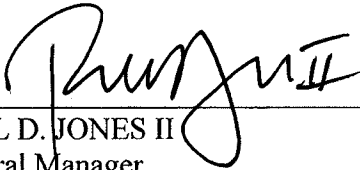
(SEAL)

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Cooperative Agreement: Cities of Menifee and Perris, EMWD
Romoland MDP Line A, Stage 3
Project No. 4-0-00310
07/17/14
TT:AMR:blj

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EASTERN MUNICIPAL WATER DISTRICT

By 
PAUL D. JONES II
General Manager

ATTEST:

By 
ROSEMARIE V. HOWARD
Secretary

(SEAL)

Cooperative Agreement: Cities of Menifee and Perris, EMWD
Romoland MDP Line A, Stage 3
Project No. 4-0-00310
07/17/14
TT:AMR:blj

Exhibit A

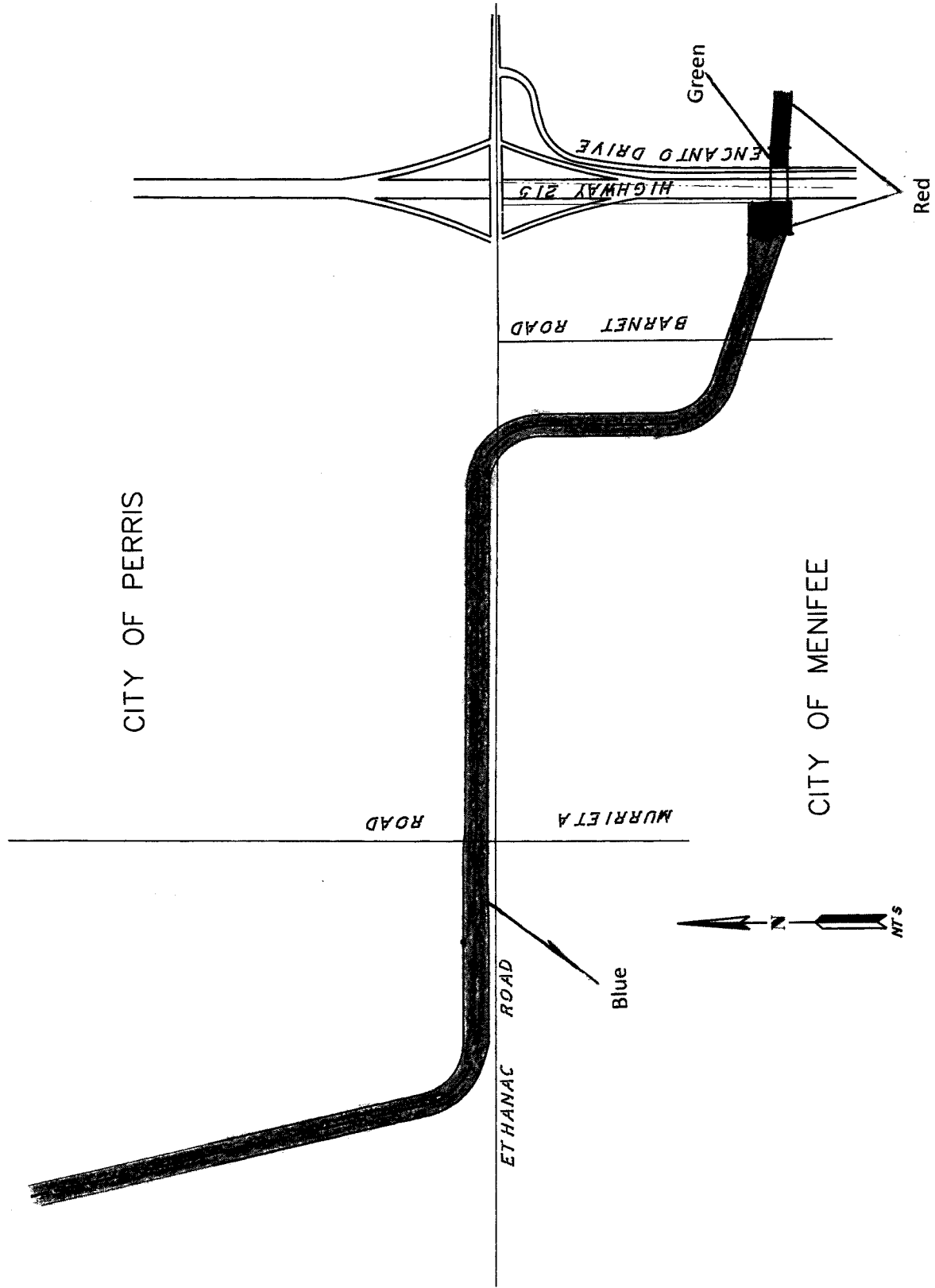


Exhibit B

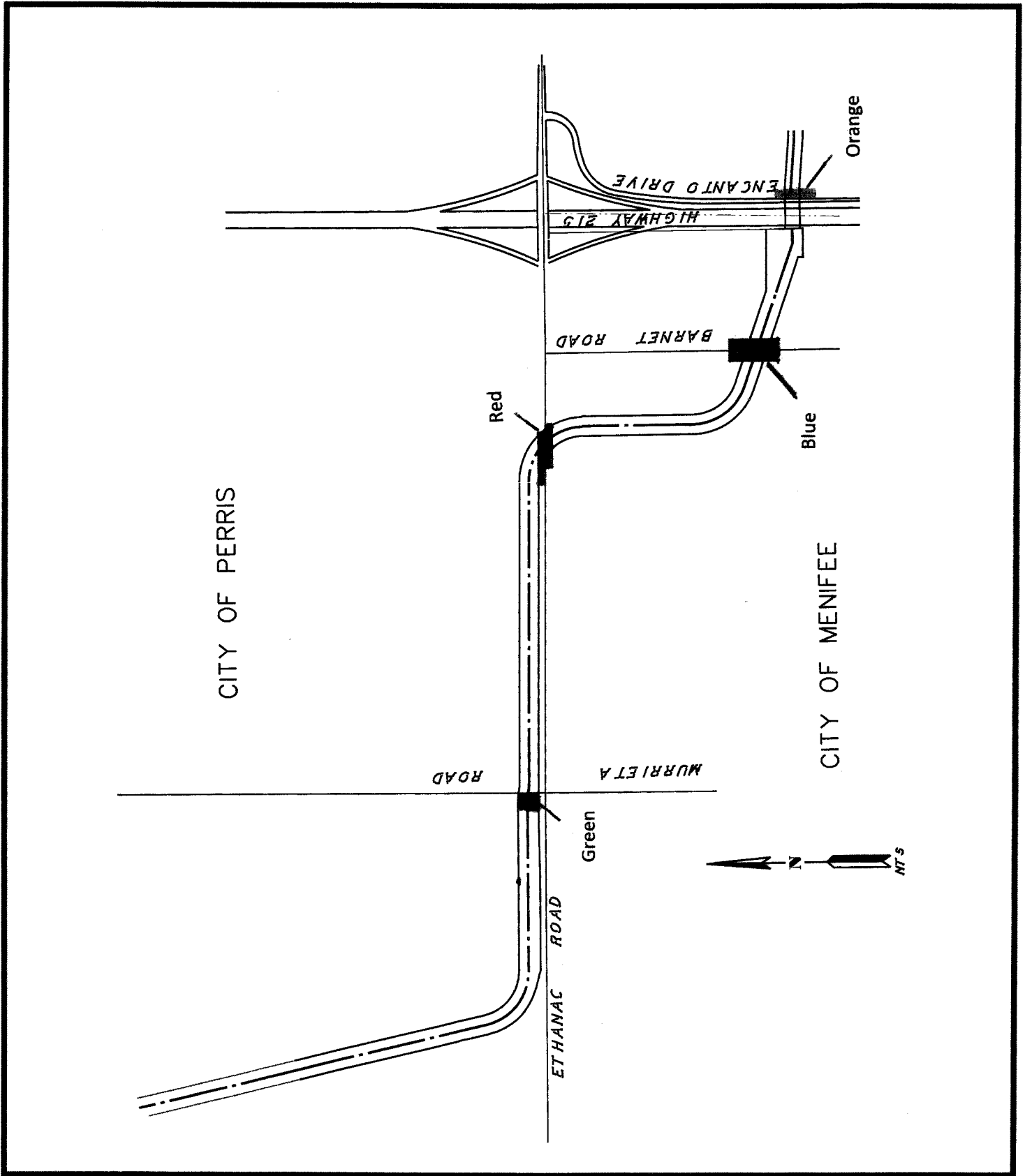


Exhibit C

