

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

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FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 18, 2015

SUBJECT: Approval of Assignment and Assumption Agreement between Riverside County Flood Control and Water Conservation District, City of Jurupa Valley, and County of Riverside for Pedley Hills – Bolero Drive Storm Drain, Stage 1. District 1; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Assignment and Assumption Agreement between the County of Riverside, City of Jurupa Valley, and Riverside County Flood Control and Water Conservation District; and
2. Authorize the Chairman of the Board of Supervisors to execute the attached Assignment and Assumption Agreement on behalf of the County of Riverside.

BACKGROUND:

Summary

On June 8, 2010 (Agenda Item 3-66), the Riverside County Flood Control and Water Conservation District (District) and the County of Riverside (County), on behalf of its Transportation Department, entered into a certain cooperative agreement to facilitate the construction, ownership, operation, and maintenance of storm drain facilities.

Patricia Romo

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	

SOURCE OF FUNDS: N/A

Budget Adjustment: N/A

For Fiscal Year:

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 Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Benoit and Ashley
Nays: None
Absent: None
Date: February 3, 2015
xc: Transp.

Keçia Harper-Ihem
Clerk of the Board
By: *Keçia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 3-66, 6/8/10; 3-42, 12/7/10

District: 1

Agenda Number:

3-17

FORM APPROVED COUNTY COUNSEL 1/5/15
BY: *GREGORY P. PRIAMOS*
DATE: _____
Departmental Concurrence

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Approval of Assignment and Assumption Agreement between Riverside County Flood Control and Water Conservation District, City of Jurupa Valley, and County of Riverside for Pedley Hills – Bolero Drive Storm Drain, Stage 1. District 1; [\$0]
DATE: December 18, 2015
PAGE: 2 of 2

BACKGROUND:

Summary (continued)

Subsequently, the County and the District amended the cooperative agreement and entered into a certain amended and restated cooperative agreement dated December 7, 2010 (Agenda Item 3-42), (Cooperative Agreement), to address the parties' respective roles and responsibilities for the drainage facilities that were required to provide improved drainage and flood control. When the Cooperative Agreement was entered into between the parties, the proposed drainage facilities were located within the unincorporated Pedley area of northwestern Riverside County. On July 1, 2011, the City of Jurupa Valley (City) incorporated, and this area was included within the City's jurisdiction and territory. The parties now desire to complete the conveyance as provided in the Cooperative Agreement. Since the area is now within the City's jurisdiction and territory, the following is desired by the parties: 1) County assigns to the City and the City assumes from the County the Cooperative Agreement via an Assignment and Assumption Agreement; 2) District consents to the Assignment and Assumption Agreement; and 3) District conveys to City and City accepts from the District the easement interests pursuant to the Cooperative Agreement.

These drainage facilities provide improved drainage and flood control in the City and consists of an underground storm drain commencing on the southwesterly boundary of Ironstone Drive, approximately 200 feet southeasterly from its intersection with Bolero Drive, thence northwesterly along Ironstone Drive to Bolero Drive, thence northeasterly along Bolero Drive to Sebring Drive, thence northwesterly along Sebring Drive to its intersection with Big Rock Drive, thence continuing northwesterly along the common boundary between lots 23 and 24 of Tract No. 3318, as shown on map recorded in Map Book 54, pages 12 and 13.

The City has agreed to accept the easement interests and shall assume ownership, operation, and maintenance of the Pedley Hills – Bolero Drive Storm Drain Project's (Project) mainline storm drain, associated laterals, and catch basins.

Therefore, staff recommends that the County consent to the assignment and assumption of the Cooperative Agreement.

County Counsel has approved the agreement as to legal form.

A companion item appears on the Riverside County Flood Control and Water Conservation District Agenda this same date.

Impact on Residents and Businesses

No fiscal impact on the citizens and businesses for this is a conveyance of easement interests to satisfy performance provisions in the Cooperative Agreement.

SUPPLEMENTAL:

Additional Fiscal Information

The cost associated with the operation and maintenance of storm system will be assumed by the City of Jurupa Valley.

Contract History and Price Reasonableness

N/A

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") entered into this day of _____, 20____ ("Effective Date") by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("Assignor" or "County"), and the CITY OF JURUPA VALLEY, a municipal corporation, ("Assignee" or "City").

RECITALS

WHEREAS, on July 1, 2011, the City officially incorporated and now has jurisdiction over a road right of way that was formerly within the jurisdiction of the County of Riverside; and

WHEREAS, prior to the City's incorporation, the County and the Riverside County Flood Control and Water Conservation District ("District") entered into that certain Cooperative Agreement dated June 3, 2010 and subsequently superseded when the County and the District entered into that certain Amended and Restated Cooperative Agreement dated December 7, 2010 ("Agreement"), attached hereto as Exhibit "A", and by this reference incorporated herein, setting forth each party's rights and obligations for the design, construction, operations and maintenance of storm drain facilities identified therein as Pedley Hills – Bolero Drive Storm Drain Stage 1 ("Facilities"); and

WHEREAS, the County desires to assign to the City, and the City desires to assume from the County, the benefits and obligations of the Agreement whereby the City, along with assuming the Agreement, agrees to accept the ownership and responsibility for operation and maintenance of the Facilities now within the jurisdiction of the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

- 1. Assignment and Assumption. Assignor hereby unconditionally and irrevocably assigns, grants, and transfers all rights, responsibilities and obligations in and to the Cooperative Agreement to Assignee. The Assignee hereby accepts and assumes all of Assignor's rights, responsibilities and obligations under the Agreement attached as Exhibit "A" and shall be bound by all the terms and conditions thereof.
- 2. Effective Date. The Effective Date of this Agreement shall be the date first written above. Absent the insertion of that date, the Effective Date shall be the latest date of signing of this Agreement by a Party.
- 3. Successors-In-Interests and Assigns. The Agreement shall be binding upon and inure to benefit Assignor and Assignee, and to their respective successors-in-interests and assigns.
- 4. Authority of Parties. Each person signing this Agreement represents and warrants that he or she has the proper authority to bind the Party on whose behalf he or she signs this Agreement.
- 5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.
- 6. Complete Agreement. This Agreement and all exhibits referred to in this Agreement is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the assignment between the Parties. This Agreement supersedes any prior understandings between the Parties, whether oral or written.

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1 IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set
2 forth above.

3 ASSIGNOR:

ASSIGNEE:

4 **COUNTY OF RIVERSIDE**, a political
5 subdivision of the State of California

CITY OF JURUPA VALLEY, a municipal
6 corporation

7 By: _____
8 Chairman
9 Board of Supervisors

By: 
10 GARY THOMPSON
11 Interim City Manager

12 DATED: _____

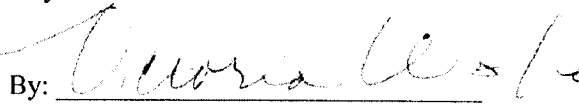
DATED: 11/14/14

13 ATTEST:
14 KECIA HARPER-IHEM
15 Clerk of the Board

COPY

ATTEST:
16 VICTORIA WASKO
17 City Clerk

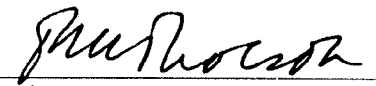
18 By: _____
19 Deputy

By: 

20 APPROVED AS TO FORM:
21 GREGORY P. PRIAMOS
22 County Counsel

APPROVED AS TO FORM
23 PETER M. THORSON
24 City Attorney

25 By:  12/11/14
26 Deputy County Counsel

By: 
27 City Attorney

28 CONSENT TO ASSIGNMENT AND ASSUMPTION BY:
29 **RIVERSIDE COUNTY FLOOD CONTROL AND**
30 **WATER CONSERVATION DISTRICT**, a body politic

31 By: _____
32 MARION ASHLEY, Chairman
33 Riverside County Flood Control and Water
34 Conservation District Board of Supervisors

35 DATED: _____

36 ATTEST:
37 KECIA HARPER-IHEM
38 Clerk of the Board

39 By: _____
40 Deputy

FORM APPROVED COUNTY COUNSEL
BY:  DATE _____
SYNTHIA M. GUNZEL