

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



ITEM  
11.8  
(ID # 5132)

**MEETING DATE:**

Tuesday, August 29, 2017

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement for San Jacinto Master Drainage Plan (MDP) Line E-2, Stage 1 and San Jacinto MDP Line E-2A, Stage 1 (MS 152); Project Nos. 4-0-00251 and 4-0-00252, 3rd District. [Total \$1,617,100 - District Funds 100%]

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

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

**ACTION:** Policy


  
Bob Cullen, Assistant Chief Engineer 8/17/2017

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Washington, Perez and Ashley  
Nays: None  
Absent: Tavaglione  
Date: August 29, 2017  
xc: Flood

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 1,617,100	\$ 0	\$ 1,617,100	\$ 0
<b>NET DISTRICT COST</b>	\$ 1,617,100	\$ 0	\$ 1,617,100	\$ 0
<b>SOURCE OF FUNDS:</b> 25140-947460-527980 (Zone 4 Const/Maint/Misc Contracts)			<b>Budget Adjustment:</b>	No
25140-947460-523220 Licenses and Permits- Zone 4			<b>For Fiscal Year:</b>	17/18

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

**BACKGROUND:**

**Summary**

This Cooperative Agreement (Agreement) sets forth the terms and conditions by which the District will contribute funding to the City of San Jacinto for the design and construction of San Jacinto Master Drainage Plan Line E-2, Stage 1 and San Jacinto Master Drainage Plan Line E-2A, Stage 1 as part of a City of San Jacinto administered public works construction contract. Said facilities are to be constructed by the City of San Jacinto and inspected, operated and maintained by the District, the City of San Jacinto and the City of Hemet.

The Cities of Hemet and San Jacinto are granting the District the necessary rights to access, inspect, operate and maintain the project within their respective rights of way. Upon completion of project construction, the District will assume ownership and responsibility of the operation and maintenance of the mainline storm drain systems. The City of Hemet will assume ownership and responsibility of the operation and maintenance of a 48-inch storm drain system and the project's associated appurtenances located within its respective rights of way. The City of San Jacinto will assume ownership and responsibility of the operation and maintenance of the project's associated appurtenances located within its respective rights of way.

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

**Impact on Residents and Businesses**

The District's financial contribution towards the project is funded by ad valorem property tax revenue and entails no new fees, taxes nor bonded indebtedness to residents and businesses. Upon construction completion, this project will provide drainage improvements for adjacent property owners and businesses in the area.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The District is funding all costs associated with the design and construction of said flood control facilities. Sufficient funds will be included in the District's Zone 4 budget for FY 2017-18 and will be included in the proposed budget in future years, as appropriate and necessary. Future

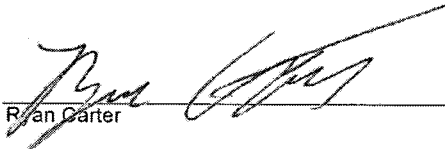
**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

operations and maintenance costs associated with the mainline storm drain that are greater than 36 inches in diameter will accrue to the District.

Pursuant to the Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) executed on June 22, 2004, the District is required to make a payment to the Western Riverside County Regional Conservation Authority (RCA) for up to 3% of the total capital costs as required mitigation for the construction of flood control facilities. The MSCHP mitigation fee is based on the engineers estimated project cost, however, the actual 3% payment will be based on the project's lowest responsive contract bid price.

**ATTACHMENTS:**

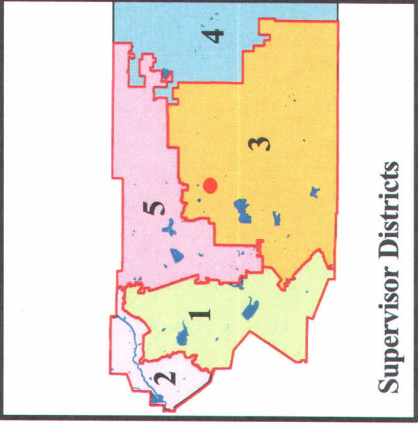
1. Vicinity Map
2. Cooperative Agreement

  
Ryan Carter

8/22/2017

  
Gregory L. Priaplos, Director County Counsel

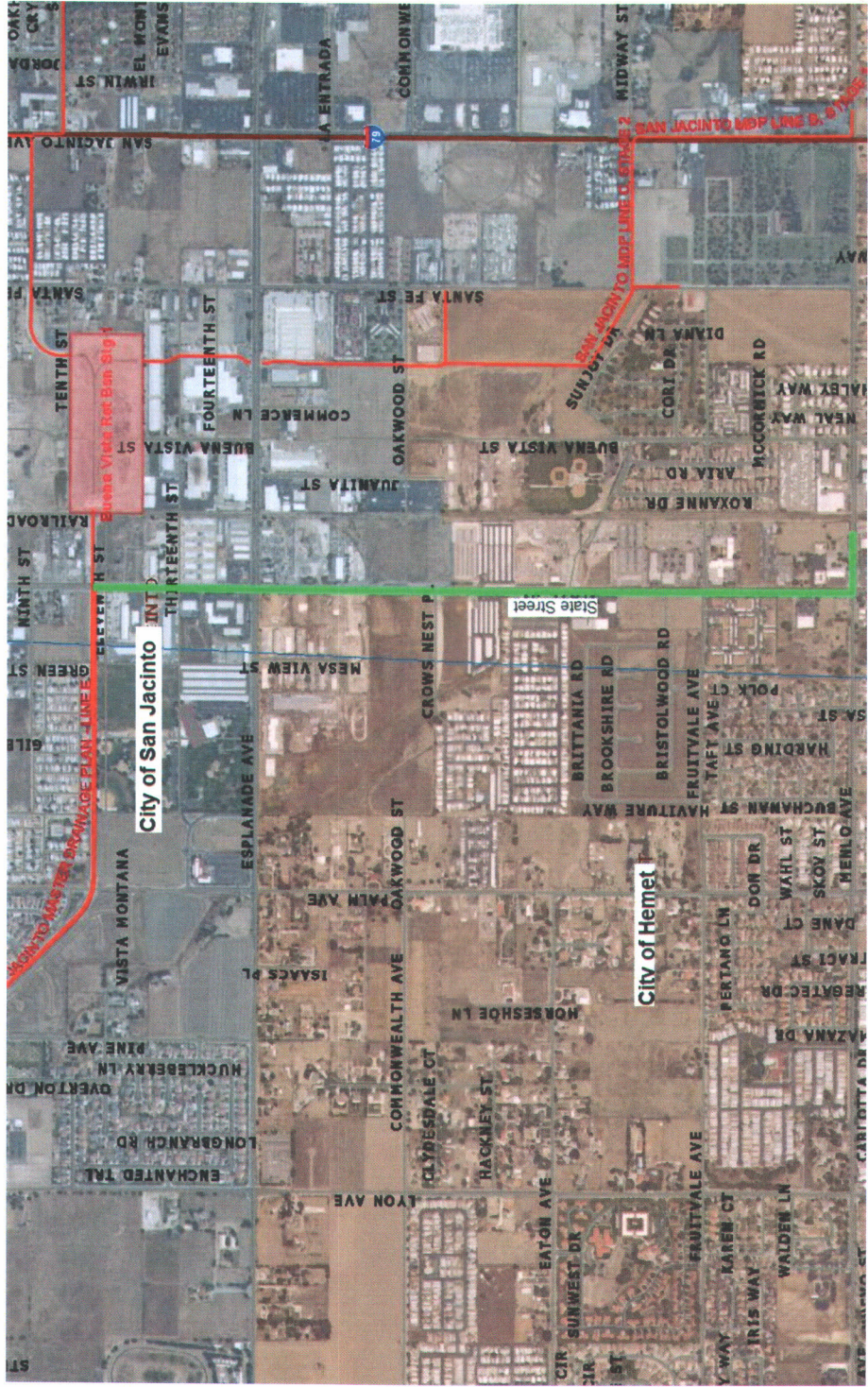
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- LEGEND:**
- Project Vicinity
  - Supervisory District
  - Existing Facility

**DESCRIPTION:**

San Jacinto MDP Line E-2, Stage 1 and San Jacinto MDP Line E-2A (MS152)  
 Project Nos. 4-0-00251 & 4-0-00252  
 Partners: District, San Jacinto, Hemet



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COOPERATIVE AGREEMENT  
San Jacinto Master Drainage Plan Line E-2, Stage 1  
San Jacinto Master Drainage Plan Line E-2A, Stage 1  
Project Nos. 4-0-00251 and 4-0-00252  
(MS 152)

The Riverside County Flood Control and Water Conservation District ("DISTRICT"), the City of Hemet ("HEMET") and the City of San Jacinto ("SAN JACINTO"), hereby agree as follows:

RECITALS

A. HEMET and SAN JACINTO have budgeted for and plan to design and construct San Jacinto Master Drainage Plan Line E-2, Stage 1 ("LINE E-2") and San Jacinto Master Drainage Plan Line E-2A, Stage 1 ("LINE E-2A"), as shown on District Drawing No. 4-1082, 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. LINE E-2 consists of approximately 1,605 lineal feet of underground storm drain system, and LINE E-2A consists of approximately 5,889 lineal feet of underground storm drain system. The proposed facilities are shown in concept on Exhibit "A" attached hereto and made a part hereof. At its upstream terminus, LINE E-2 will connect to DISTRICT'S existing San Jacinto Master Drainage Plan – Line E; and

C. Together, LINE E-2 and LINE E-2A are called "DISTRICT DRAINAGE FACILITIES"; and

D. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of (i) approximately 5 lineal feet (5') of 48-inch (48") reinforced concrete pipe and (ii) certain catch basins, inlets, laterals and connector pipes that are thirty-six inches (36") or less in diameter located within HEMET jurisdiction or rights of way ("HEMET APPURTENANCES"); and

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1 E. Also associated with the construction of DISTRICT DRAINAGE  
2 FACILITIES is the construction of catch basins, inlets, laterals and connector pipes that are thirty-  
3 six inches (36") or less in diameter located within SAN JACINTO jurisdiction or rights of way  
4 ("SAN JACINTO APPURTENANCES"); and  
5

6 F. Altogether, DISTRICT DRAINAGE FACILITIES, HEMET  
7 APPURTENANCES and SAN JACINTO APURTENANCES are hereinafter called  
8 "PROJECT"; and

9 G. SAN JACINTO, HEMET and DISTRICT desire to contribute funding  
10 towards the design and construction of PROJECT as follows:

- 11
- 12 i. DISTRICT wishes to support SAN JACINTO'S efforts to construct  
13 PROJECT by providing a financial contribution in an amount not to  
14 exceed one million five hundred seventy thousand dollars (\$1,570,000)  
15 toward the PROJECT'S construction costs ("DISTRICT  
16 CONTRIBUTION");
  - 17 ii. HEMET wishes to support SAN JACINTO'S efforts to construct  
18 PROJECT by providing a financial contribution in an amount not to  
19 exceed one million five hundred seventy thousand dollars (\$1,570,000)  
20 toward the PROJECT'S design and construction costs ("HEMET  
21 CONTRIBUTION");
  - 22 iii. SAN JACINTO is willing to contribute an amount not to exceed one  
23 million five hundred seventy thousand dollars (\$1,570,000) toward the  
24 PROJECT'S design and construction costs ("SAN JACINTO  
25 CONTRIBUTION"); and  
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1 H. The purpose of this Agreement is to memorialize the mutual understandings  
2 by and between DISTRICT, SAN JACINTO and HEMET with respect to funding, design,  
3 construction, inspection, ownership operation and maintenance of PROJECT.  
4

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

7 SECTION I

8 SAN JACINTO shall:

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

14 2. Prepare or cause to be prepared plans and specifications, hereinafter called  
15 "IMPROVEMENT PLANS", in accordance with DISTRICT and HEMET standards, and submit  
16 to DISTRICT and HEMET for its review and approval prior to advertising for bids to construct  
17 PROJECT.  
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19 3. Obtain all necessary rights of way, rights of entry and temporary construction  
20 easements necessary to construct, operate and maintain PROJECT.

21 4. Prior to commencing construction, obtain at its sole cost and expense, all  
22 necessary permits, approvals or agreements required by any federal, state and local resource or  
23 regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such  
24 documents may include, but are not limited to, a Section 404 Permit issued by the U.S. Army  
25 Corps of Engineers (USACOE), a Section 401 Water Quality Certification issued by the  
26 California Regional Water Quality Control Board (CRWQCB), a Section 1602 Streambed  
27 Alteration Agreement issued by the California Department of Fish and Wildlife, National  
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1 Pollutant Discharge Elimination System Permit issued by the State Water Resources Control  
2 Board or CRWQCB and Western Riverside County Regional Conservation Authority  
3 ("REGULATORY PERMITS").  
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5 5. Prior to advertising PROJECT for construction, provide DISTRICT an  
6 opportunity to review and approve all REGULATORY PERMITS and rights of way documents.  
7 DISTRICT approval of any such document(s) may be withheld when, in the sole judgment of  
8 DISTRICT'S General Manager – Chief Engineer, the said document(s) unreasonably constrains,  
9 inhibits or impairs DISTRICT'S ability to operate and maintain DISTRICT DRAINAGE  
10 FACILITIES.

11 6. Prior to awarding a public works construction contract for PROJECT,  
12 provide DISTRICT seven (7) calendar days following construction bid opening to review and  
13 approve or reject bids for construction of PROJECT. DISTRICT may only reject bids found by  
14 DISTRICT to be either (i) unreasonably high or (ii) unbalanced such that the burden of the overall  
15 construction cost is unduly shifted upon construction of PROJECT. DISTRICT shall not  
16 unreasonably withhold approval of contract.  
17

18 7. Advertise, award and administer a public works construction contract for  
19 PROJECT at its sole cost and expense.  
20

21 8. Provide DISTRICT (Attention: Development Review Section) and HEMET  
22 (Attention: City Engineer) with written notice that SAN JACINTO has awarded a construction  
23 contract for PROJECT.

24 9. Invoice DISTRICT (Attn: Chief of Design and Construction Division) for  
25 DISTRICT CONTRIBUTION at the time of providing written notice of the award of a  
26 construction contract as set forth in Section I.8.  
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1           10. Invoice HEMET (Attn: City Engineer) for HEMET CONTRIBUTION at the  
2 time of providing written notice of the award of a construction contract as set forth in Section I.8.

3           11. Prior to commencing PROJECT construction, schedule and conduct a  
4 mandatory pre-construction meeting between SAN JACINTO, SAN JACINTO'S construction  
5 manager, SAN JACINTO'S construction contractor(s), DISTRICT, HEMET and other affected  
6 entities. SAN JACINTO shall notify DISTRICT (Attention: Contract Administration Section)  
7 and HEMET (Attention: City Engineer) in writing at least twenty (20) days prior to conducting  
8 the pre-construction meeting.  
9

10           12. Construct PROJECT pursuant to a SAN JACINTO administered  
11 construction contract, in accordance with IMPROVEMENT PLANS approved by DISTRICT and  
12 HEMET, and pay all costs associated therewith.  
13

14           13. Inspect or cause to be inspected the construction of PROJECT and pay all  
15 costs associated therewith.

16           14. Furnish or cause its construction manager to furnish all construction survey  
17 and materials testing services necessary to ensure PROJECT construction is accomplished in  
18 accordance with the approved plans and specifications.  
19

20           15. Grant DISTRICT, by execution of this Agreement, all rights necessary to  
21 construct, inspect, operate and maintain PROJECT within SAN JACINTO rights of way or  
22 easements.

23           16. Order the relocation of all utilities installed by permit or franchise within  
24 SAN JACINTO rights of way which conflict with the construction of PROJECT and which must  
25 be relocated at the utility owner's expense.  
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27           17. Not permit any change to or modification of DISTRICT and HEMET  
28 approved IMPROVEMENT PLANS that would result in a change of functionality or

1 maintainability of PROJECT without the prior written permission and consent of DISTRICT and  
2 HEMET. Failure to do so shall be deemed a material breach of this Agreement and shall authorize  
3 and constitute authority for DISTRICT and/or HEMET, in their sole discretion, to provide written  
4 notice to SAN JACINTO that DISTRICT and/or HEMET is unable to 1) perform its obligations  
5 hereunder and/or 2) to accept responsibility for ownership, operation and maintenance of  
6 DISTRICT DRAINAGE FACILITIES or HEMET APPURTENANCES due, either in whole or  
7 in part, to said breach of this Agreement.  
8

9           18. SAN JACINTO'S construction contractor(s) shall not commence operations  
10 until DISTRICT and HEMET have been furnished with original certificate(s) of insurance and  
11 original certified copies of endorsements and, if requested, certified original policies of insurance  
12 including all endorsements and any and all other attachments as required in this Section.

13 Without limiting or diminishing SAN JACINTO'S construction contractor(s) obligation to  
14 indemnify or hold DISTRICT and HEMET harmless, SAN JACINTO'S construction  
15 contractor(s) shall procure and maintain or cause to be maintained, at its sole cost and expense,  
16 the following insurance coverage's during the term of this Agreement:  
17

18           A. Workers' Compensation:

19           If SAN JACINTO'S construction contractor(s) has employees as defined  
20 by the State of California, SAN JACINTO'S construction contractor(s)  
21 shall maintain statutory Workers' Compensation Insurance (Coverage A)  
22 as prescribed by the laws of the State of California. Policy shall include  
23 Employers' Liability (Coverage B) including Occupational Disease with  
24 limits not less than \$1,000,000 per person per accident. Policy shall be  
25 endorsed to waive subrogation in favor of DISTRICT and the County of  
26 Riverside.  
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1 B. Commercial General Liability:

2 Commercial General Liability insurance coverage, including but not  
3 limited to, premises liability, unmodified contractual liability, products  
4 and completed operations liability, personal and advertising injury, and  
5 cross liability coverage, covering claims which may arise from or out of  
6 SAN JACINTO'S construction contractor(s) performance of its  
7 obligations hereunder. Policy shall name i) HEMET, its officers,  
8 employees, elected or appointed officials, agents or representatives, and  
9 2) DISTRICT, and the County of Riverside, its agencies, districts, special  
10 districts, and departments, their respective directors, officers, Board of  
11 Supervisors, employees, elected or appointed officials, agents or  
12 representatives, as additional insureds. Policy's limit of liability shall not  
13 be less than \$2,000,000 per occurrence combined single limit. If such  
14 insurance contains a general aggregate limit, it shall apply separately to  
15 this Agreement or be no less than two (2) times the occurrence limit.  
16

17 C. Vehicle Liability:

18 If SAN JANCINTO'S construction contractor(s) vehicles or mobile  
19 equipment are used in the performance of the obligations under this  
20 Agreement, then SAN JACINTO'S construction contractor(s) shall  
21 maintain liability insurance for all owned, non-owned or hired vehicles  
22 so used in an amount not less than \$1,000,000 per occurrence combined  
23 single limit. If such insurance contains a general aggregate limit, it shall  
24 apply separately to this Agreement or be no less than two (2) times the  
25 occurrence limit. Policy shall name i) HEMET, its officers, employees,  
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1 elected or appointed officials, agents or representatives, and 2)  
2 DISTRICT and the County of Riverside, its agencies, districts, special  
3 districts, and departments, their respective directors, officers, Board of  
4 Supervisors, employees, elected or appointed officials, agents or  
5 representatives, as additional insureds.  
6

7 D. Professional Liability:

8 SAN JACINTO'S construction contractor(s) shall maintain Professional  
9 Liability Insurance providing coverage for SAN JACINTO'S  
10 construction contractor(s) performance of work included within this  
11 Agreement, with a limit of liability of not less than \$2,000,000 per  
12 occurrence and \$4,000,000 annual aggregate. If SAN JACINTO'S  
13 construction contractor(s) Professional Liability Insurance is written on  
14 a claims made basis rather than an occurrence basis, such insurance shall  
15 continue through the term of this Agreement and SAN JACINTO'S  
16 construction contractor(s) shall purchase at his sole expense either 1) an  
17 Extended Reporting Endorsement (also known as Tail Coverage), or 2)  
18 Prior Dates Coverage from a new insurer with a retroactive date back to  
19 the date of, or prior to, the inception of this Agreement or 3) demonstrate  
20 through Certificates of Insurance that SAN JACINTO'S construction  
21 contractor has maintained continuous coverage with the same or original  
22 insurer. Coverage provided under items 1), 2) or 3) will continue as long  
23 as the law allows.  
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26 E. General Insurance Provisions – All Lines:  
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- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii. The construction contractor must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT, and at the election of the County Risk Manager, SAN JACINTOS construction contractor(s) carriers shall either 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. SAN JACINTO'S construction contractor(s) shall cause their insurance carrier(s) to furnish DISTRICT and HEMET with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies, including

1 all endorsements and all attachments thereto, showing such insurance  
2 is in full force and effect. Further, said certificate(s) and policies of  
3 insurance shall contain the covenant of the insurance carrier(s) that a  
4 minimum of thirty (30) days written notice shall be given to  
5 DISTRICT and HEMET prior to any material modification,  
6 cancellation, expiration or reduction in coverage of such insurance.  
7 If SAN JACINTO'S construction contractor(s) insurance carrier(s)  
8 policies does not meet the minimum notice requirement found herein,  
9 SAN JACINTO'S construction contractor(s) shall cause SAN  
10 JACINTO'S construction contractor(s) insurance carrier(s) to furnish  
11 a 30 day Notice of Cancellation Endorsement. In the event of a  
12 material modification, cancellation, expiration or reduction in  
13 coverage, this Agreement shall terminate forthwith, unless  
14 DISTRICT and HEMET receive, prior to such effective date, another  
15 properly executed original certificate of insurance and original copies  
16 of endorsements or certified original policies, including all  
17 endorsements and attachments thereto, evidencing coverages set  
18 forth herein and the insurance required herein is in full force and  
19 effect. An individual authorized by the insurance carrier to do so on  
20 its behalf shall sign the original endorsements for each policy and the  
21 certificate of insurance.

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25 iv. It is understood and agreed by the parties hereto that SAN  
26 JACINTO'S construction contractor(s) insurance shall be construed  
27 as primary insurance, and DISTRICT'S and HEMET'S insurance  
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1 and/or deductibles and/or self-insured retentions or self-insured  
2 programs shall not be construed as contributory.

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4 v. If, during the term of this Agreement or any extension thereof, there  
5 is a material change in the scope of services or there is a material  
6 change in the equipment to be used in the performance of the scope  
7 of work which will add additional exposures (such as the use of  
8 aircraft, watercraft, cranes, etc.), or the term of this Agreement,  
9 including any extensions thereof, exceeds five (5) years, DISTRICT  
10 reserves the right to adjust the types of insurance required under this  
11 Agreement and the monetary limits of liability for the insurance  
12 coverages currently required herein if, in the County Risk Manager's  
13 reasonable judgment, the amount or type of insurance carried by SAN  
14 JACINTO'S construction contractor(s) has become inadequate.
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16 vi. SAN JACINTO'S construction contractor(s) shall pass down the  
17 insurance obligations contained herein to all tiers of subcontractors  
18 working under this Agreement.
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20 vii. The insurance requirements contained in this Agreement may be met  
21 with a program(s) of self-insurance acceptable to DISTRICT.
- 22  
23 viii. SAN JACINTO'S construction contractor(s) agrees to notify  
24 DISTRICT and HEMET of any claim by a third party or any incident  
25 or event that may give rise to a claim arising from the performance  
26 of this Agreement.
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1 Prior to SAN JACINTO issuing a Notice to Proceed to its construction  
2 contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing  
3 the required insurance coverage shall be provided to DISTRICT and HEMET.  
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5 19. 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 for all SAN JACINTO, DISTRICT and HEMET employees on the site.

8 20. Require its construction contractor(s) to furnish DISTRICT (Attention:  
9 Contract Administration Section) with a confined space procedure specific to PROJECT. The  
10 procedure shall comply with requirements contained in California Code of Regulations, Title 8,  
11 Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space  
12 and District confined Space Procedures, SOM-18. The procedure shall be provided to DISTRICT  
13 no less than twenty (20) days prior to requesting that DISTRICT perform a final inspection for  
14 acceptance of PROJECT. The procedure shall be reviewed and approved by DISTRICT prior to  
15 conducting the final inspection.  
16

17 21. Assume ownership and sole responsibility for the operation and maintenance  
18 of PROJECT until such time as DISTRICT and HEMET accepts ownership and responsibility for  
19 the operation and maintenance of DISTRICT DRAINAGE FACILITIES and HEMET  
20 APPURTENANCES, respectively.  
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22 22. Within two (2) weeks of completing PROJECT construction, provide  
23 DISTRICT and HEMET with written notice that PROJECT construction is substantially complete  
24 and request that DISTRICT and HEMET conduct a final inspection of DISTRICT DRAINAGE  
25 FACILITIES and HEMET APPURTENANCES.  
26

27 23. Upon completion of PROJECT construction, provide DISTRICT and  
28 HEMET with a copy of SAN JACINTO'S Notice of Completion.



1           24. Upon completion of PROJECT construction but prior to DISTRICT'S  
2 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,  
3 provide DISTRICT with appropriate engineering documentation necessary to establish that  
4 DISTRICT DRAINAGE FACILITIES were constructed in accordance with DISTRICT and  
5 HEMET approved IMPROVEMENT PLANS. Upon completion of PROJECT construction but  
6 prior to HEMET'S acceptance of HEMET APPURTENANCES for ownership, operation and  
7 maintenance, provide HEMET with appropriate engineering documentation necessary to establish  
8 that HEMET APPURTENANCES were constructed in accordance with DISTRICT and HEMET  
9 approved IMPROVEMENT PLANS.  
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11           25. Upon completion of construction of PROJECT but prior to DISTRICT'S  
12 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,  
13 SAN JACINTO'S civil engineer of record or construction civil engineer of record duly registered  
14 in the State of California shall provide DISTRICT with redlined "record drawing" plans for  
15 IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawing", SAN  
16 JACINTO'S engineer shall schedule with DISTRICT a time to transfer the redlined changes into  
17 DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review, stamp  
18 and sign mylars "record drawing".  
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21           26. Upon completion of construction of PROJECT but prior to HEMET'S  
22 acceptance of HEMET APPURTENANCES for ownership, operation and maintenance, SAN  
23 JACINTO'S civil engineer of record or construction civil engineer of record duly registered in the  
24 State of California shall provide HEMET with redlined "record drawing" plans for  
25 IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawing", SAN  
26 JACINTO'S engineer shall schedule with HEMET a time to transfer the redlined changes into  
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1           6. Grant DISTRICT, by execution of this Agreement, all rights necessary to  
2 construct, inspect, operate and maintain PROJECT within HEMET rights of way or easements.

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

6           8. Not permit any change to or modification of DISTRICT and SAN JACINTO  
7 approved IMPROVEMENT PLANS that would result in a change of functionality or  
8 maintainability of PROJECT without the prior written permission and consent of DISTRICT.  
9 Failure to do so shall be deemed a material breach of this Agreement and shall authorize and  
10 constitute authority for DISTRICT, at its sole discretion, to provide written notice to HEMET that  
11 DISTRICT is unable to 1) perform its obligations hereunder, and/or 2) to accept responsibility for  
12 ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES due, either in  
13 whole or in part, to said breach of this Agreement.

14           9. Upon receipt of SAN JACINTO'S written notice that PROJECT construction  
15 is substantially complete, conduct a final inspection of HEMET APPURTENANCES.

16           10. Upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for  
17 ownership, operation and maintenance, convey or cause to be conveyed to DISTRICT all rights  
18 of way and easements deemed necessary by DISTRICT for the operation and maintenance of  
19 DISTRICT DRAINAGE FACILITIES.

20           11. Upon DISTRICT acceptance of PROJECT construction as being complete,  
21 accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located  
22 within HEMET rights of way which must be performed at such time(s) that the finished grade  
23 along and above the underground portions of PROJECT are improved, repaired, replaced or  
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1 changed. It being further understood and agreed that any such adjustments shall be performed at  
2 no cost to DISTRICT.

3  
4 12. Pay SAN JACINTO within thirty (30) days after receipt of SAN JACINTO'S  
5 invoice for HEMET CONTRIBUTION as set forth in Section I.10, provided that HEMET  
6 CONTRIBUTION shall not exceed one million five hundred seventy thousand dollars  
7 (\$1,570,000).

8 SECTION III

9 DISTRICT shall:

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

12 2. Review and approve all necessary REGULATORY PERMITS and rights of  
13 way documents prior to SAN JACINTO advertising PROJECT for bids. DISTRICT may  
14 withhold approval of any such document(s) when, in the sole judgment of DISTRICT'S General  
15 Manager – Chief Engineer, the said document(s) unreasonably constrains, inhibits or impairs  
16 DISTRICT'S ability to operate and maintain DISTRICT DRAINAGE FACILITIES.

17 3. Review and approve IMPROVEMENT PLANS prior to SAN JACINTO  
18 advertising of construction contract.

19 4. Within seven (7) days following SAN JACINTO'S construction bid opening,  
20 review and approve or reject bids for construction of PROJECT. DISTRICT may only reject bids  
21 found by DISTRICT to be either (i) unreasonably high, or (ii) unbalanced such that the burden of  
22 the overall construction cost is unduly shifted upon construction of PROJECT. DISTRICT shall  
23 not unreasonably withhold approval of contract.

24 5. Pay SAN JACINTO within thirty (30) days after receipt of SAN JACINTO'S  
25 invoice for DISTRICT CONTRIBUTION as set forth in Section I.9, provided that DISTRICT  
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1 personnel who shall be solely responsible for all communications with SAN JACINTO'S  
2 construction contractor(s).

3  
4 4. Prior to DISTRICT acceptance of ownership and responsibility for the  
5 operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE  
6 FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT.  
7 If, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES is not in an  
8 acceptable condition, corrections will be made at sole expense of HEMET and SAN JACINTO.

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

21  
22 6. DISTRICT shall indemnify, defend, save and hold harmless HEMET and  
23 SAN JACINTO (including its officers, employees, agents, representatives, independent  
24 contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present  
25 or future, based upon, arising out of or in any way relating to DISTRICT'S (including its officers,  
26 Board of Supervisors, elected and appointed officials, employees, agents, representatives,  
27 independent contractors, and subcontractors) actual or alleged acts or omissions related to this  
28

1 Agreement, 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 7. SAN JACINTO shall indemnify, defend, save and hold harmless HEMET  
6 (including its officers, employees, agents, representatives, independent contractors, and  
7 subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based  
8 upon, arising out of or in any way relating to SAN JACINTO'S (including its officers, Board of  
9 Supervisors, elected and appointed officials, employees, agents, representatives, independent  
10 contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement,  
11 performance under this Agreement, or failure to comply with the requirements of this Agreement,  
12 including but not limited to (a) property damage, (b) bodily injury or death, (c) payment of  
13 attorney's fees or (d) any other element of any kind or nature whatsoever.  
14

15 8. 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 9. DISTRICT, HEMET and SAN JACINTO each pledge to cooperate in regard  
20 to the operation and maintenance of their respective facilities as set forth herein and to discharge  
21 their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation  
22 of any nuisance condition or undue maintenance impact upon the others' facilities.  
23

24 10. Any and all notices sent or required to be sent to the parties of this Agreement  
25 will be mailed by first class mail, postage prepaid, to the following addresses:  
26  
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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 HEMET  
510 East Florida Avenue  
Hemet, CA 92543  
Attn: City Engineer

4 CITY OF SAN JACINTO  
595 S. San Jacinto Avenue, Building A  
San Jacinto, CA 92583  
Attn: Habib Motlagh

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

9 12. This agreement is to be construed in accordance with the laws of the State of  
10 California.

11 13. DISTRICT, HEMET nor SAN JACINTO shall assign this Agreement  
12 without the written consent of the other party.

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

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

22 16. Any waiver by DISTRICT, HEMET or SAN JACINTO or any breach by any  
23 other party of any provision of this Agreement shall not be construed to be a waiver of any  
24 subsequent or other breach of the same or any other provision hereof. Failure on the part of  
25 DISTRICT, HEMET or SAN JACINTO to require from any other party exact, full and complete



1 compliance with any of the provisions of this Agreement shall not be construed as in any manner  
2 changing the terms hereof or estopping DISTRICT, HEMET or SAN JACINTO from enforcing  
3 this Agreement.

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

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

2 AUG 29 2017

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

4  
5 RECOMMENDED FOR APPROVAL:

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

6 By [Signature]  
7 JASON E. UHLEY  
8 General Manager-Chief Engineer

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

9 APPROVED AS TO FORM:

ATTEST:

10 GREGORY P. PRIAMOS  
11 County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

12 By [Signature] 4/25/17  
13 NEAL R. KIPNIS  
14 Deputy County Counsel

By [Signature]  
Deputy

(SEAL)

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25 Cooperative Agreement: City of Hemet and City of San Jacinto  
26 San Jacinto Master Drainage Plan Line E-2, Stage 1  
27 San Jacinto Master Drainage Plan Line E-2A, Stage 1  
04/19/17  
28 AMR:blm

1 RECOMMENDED FOR APPROVAL:

CITY OF HEMET

2  
3 By Alex Meyerhoff  
4 ALEXANDER P. MEYERHOFF  
City Manager

By Linda Krupa  
LINDA KRUPA  
Mayor

5 APPROVED AS TO FORM:

ATTEST:

6  
7 By Eric S. Vail  
8 ERIC S. VAIL  
City Attorney

By Sarah McComas  
SARAH MCCOMAS  
City Clerk

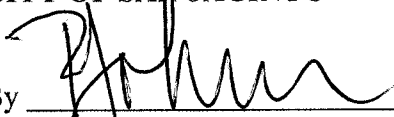
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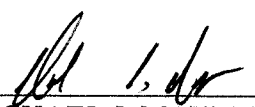
Cooperative Agreement: City of Hemet and City of San Jacinto  
San Jacinto Master Drainage Plan Line E-2, Stage 1  
San Jacinto Master Drainage Plan Line E-2A, Stage 1  
04/19/17  
AMR:blm

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**CITY OF SAN JACINTO**

By   
ROBERT A. JOHNSON  
City Manager

APPROVED AS TO FORM:

By   
MICHAEL J. MAURER  
City Attorney

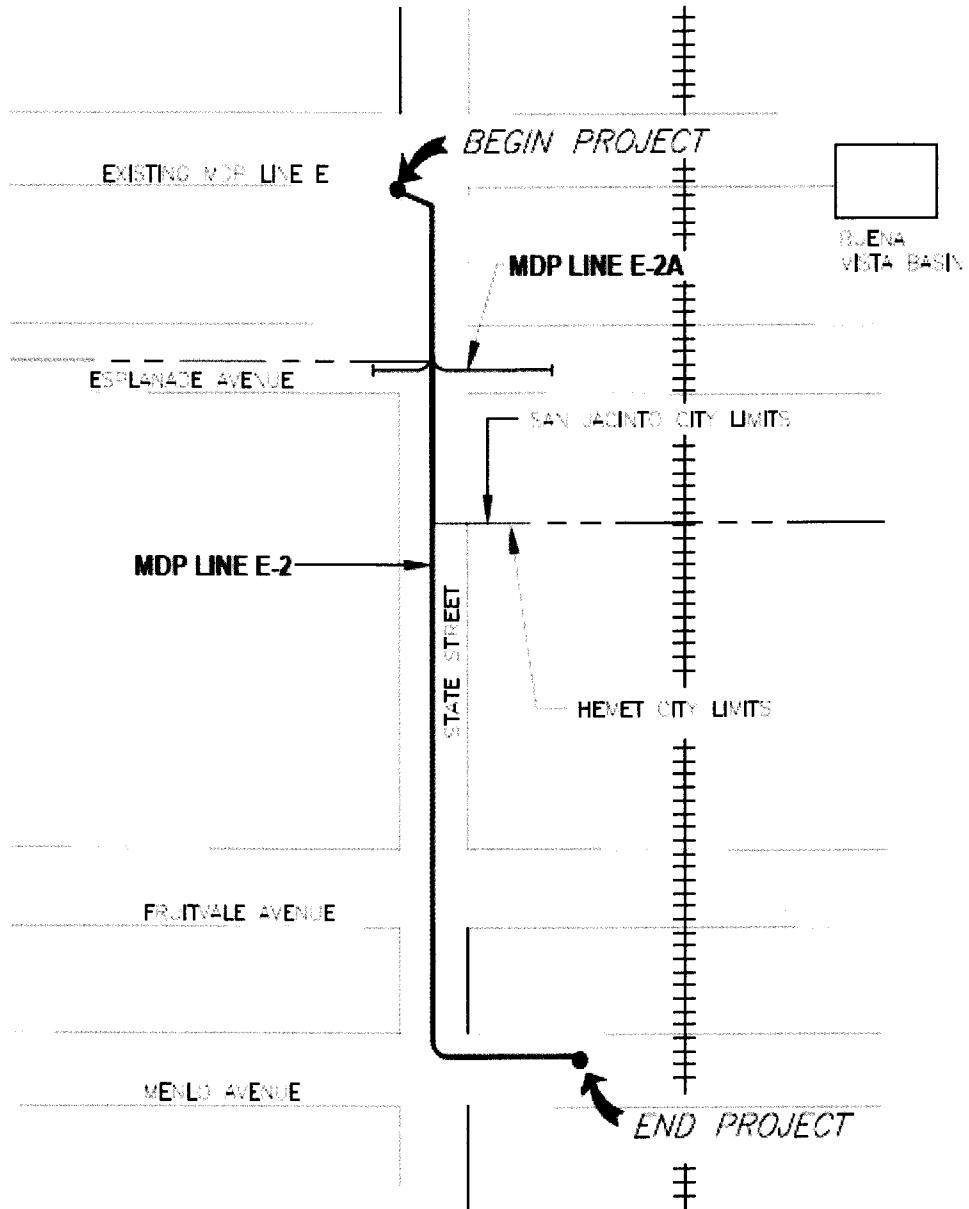
ATTEST:

By   
ANGELA WALTON  
City Clerk

(SEAL)

Cooperative Agreement: City of Hemet and City of San Jacinto  
San Jacinto Master Drainage Plan Line E-2, Stage 1  
San Jacinto Master Drainage Plan Line E-2A, Stage 1  
04/19/17  
AMR:blm

# Exhibit A



## COOPERATIVE AGREEMENT

San Jacinto Master Drainage Plan Line E-2, Stage 1  
San Jacinto Master Drainage Plan Line E-2A, Stage 1  
Project Nos. 4-0-00251 and 4-0-00252  
(MS 152)  
Page 1 of 1