

1 irrigation meter located within public or private rights of way, hereinafter called "CITY
2 IRRIGATION WATER METER". DISTRICT has determined certain STREET LIGHTS AND
3 CONDUITS and CITY IRRIGATION WATER METER interfere with the proposed
4 construction of project; therefore, the interfering portions of STREET LIGHTS AND
5 CONDUITS must be relocated, and CITY IRRIGATION WATER METER must be deactivated
6 and reactivated; and
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8 E. Together STAGE 4, APPURTENANCES, and the relocation of the
9 interfering and affected portions of STREET LIGHTS AND CONDUITS are hereinafter
10 together called "PROJECT"; and
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12 F. CITY also owns, operates and maintains certain power poles located within
13 the project area, hereinafter called "POWER POLES". DISTRICT has budgeted for and is
14 willing to prepare, or cause to be prepared, the necessary plans and specifications for POWER
15 POLES located within CITY rights of way, hereinafter called "POWER POLE PROTECTION
16 PLANS"; and
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18 G. CITY is willing to prepare, or cause to be prepared, the necessary plans and
19 specifications for the relocation of the interfering portions of STREET LIGHTS AND
20 CONDUITS, hereinafter called "STREET LIGHTS AND CONDUITS RELOCATION
21 PLANS"; and
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23 H. CITY desires DISTRICT to include the STREET LIGHTS AND
24 CONDUITS RELOCATION PLANS as part of its public works construction contract for
25 PROJECT; and
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27 I. DISTRICT is willing to incorporate STREET LIGHTS AND CONDUITS
28 RELOCATION PLANS as part of its construction contract for PROJECT; and
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30 J. DISTRICT desires CITY to accept ownership and responsibility for the
operation and maintenance of APPURTENANCES, STREET LIGHTS AND CONDUITS, and
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1 POWER POLES upon completion of PROJECT construction. Therefore, CITY must review
2 and approve DISTRICT'S plans and specifications for PROJECT and POWER POLES and
3 subsequently inspect and approve the relocation construction; and

4 K. CITY proposes to construct certain surface treatments and landscape
5 features for public access within CITY streets' rights of way, hereinafter called "ROADWAY
6 FEATURES" configured so as not to impede upon DISTRICT'S ability to operate and maintain
7 STAGE 4 or restrict DISTRICT'S ingress, egress, or access to STAGE 4. CITY also proposes
8 the removal and replacement of structural pavement, hereinafter called "STREET
9 BETTERMENTS"; and
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11 L. To expedite construction of the PROJECT, DISTRICT is willing to provide
12 a lump sum financial contribution as follows:

13 (i) An amount not to exceed fourteen thousand five hundred dollars
14 (\$14,500) to cover CITY'S cost share associated with the removal of certain interfering portions
15 of STREET LIGHTS AND CONDUITS, hereinafter called "STREET LIGHTS AND
16 CONDUITS CONTRIBUTION"; and
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18 (ii) An amount not to exceed three thousand dollars (\$3,000) for CITY'S
19 cost share of deactivating and reactivating CITY IRRIGATION WATER METER, hereinafter
20 called "CITY IRRIGATION WATER METER CONTRIBUTION"; and
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22 (iii) An amount not to exceed thirty-nine thousand dollars (\$39,000) for
23 CITY'S cost of STREET BETTERMENTS, hereinafter called "STREET BETTERMENTS
24 CONTRIBUTION". Together, STREET LIGHTS AND CONDUITS CONTRIBUTION, CITY
25 IRRIGATION WATER METER CONTRIBUTION and STREET BETTERMENTS
26 CONTRIBUTION are hereinafter called "DISTRICT TOTAL CONTRIBUTION". DISTRICT
27 TOTAL CONTRIBUTION shall not exceed a total sum of fifty-six thousand five hundred
28 dollars (\$56,500); and

1 M. DISTRICT and CITY acknowledge it is in the best interest of the public to
2 proceed with construction of PROJECT at the earliest possible date; and

3 N. The purpose of this Agreement is to memorialize the mutual understandings
4 by and between DISTRICT and CITY with respect to design, construction, ownership, operation
5 and maintenance of PROJECT and DISTRICT'S financial contributions toward CITY'S
6 electrical conduits and construction of certain street repairs.
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

11 SECTION I

12 DISTRICT shall:

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

18 2. Pay CITY within thirty (30) days after receipt of CITY'S appropriate
19 invoice for DISTRICT TOTAL CONTRIBUTION as set forth in Section II.2, provided that
20 DISTRICT TOTAL CONTRIBUTION shall not exceed fifty-six thousand five hundred dollars
21 (\$56,500).
22

23 3. Prepare, or cause to be prepared, plans and specifications for PROJECT,
24 hereinafter called "IMPROVEMENT PLANS", including separate POWER POLE
25 PROTECTION PLANS, in accordance with applicable DISTRICT and CITY standards.

26 4. Obtain all necessary rights of way, rights of entry and temporary
27 construction easements necessary to construct, inspect, operate and maintain PROJECT except
28 as otherwise provided herein.

1 5. Secure, at its sole cost and expense, all necessary permits, approvals,
2 licenses or agreements required by any federal or state resource or regulatory agencies
3 pertaining to the construction, operation and maintenance of PROJECT.

4 6. Include CITY prepared STREET LIGHTS AND CONDUITS
5 RELOCATION PLANS as part of the construction contract for PROJECT.
6

7 7. Prior to advertising PROJECT for public works construction contract bids,
8 submit IMPROVEMENT PLANS to CITY for its review and approval, as appropriate.

9 8. Advertise, award and administer a public works construction contract for
10 PROJECT, including POWER POLES, and relocation of STREET LIGHTS AND CONDUITS
11 at its cost and expense.

12 9. Provide CITY with written notice that DISTRICT has awarded a
13 construction contract for PROJECT. The written notice to CITY shall include the contractor's
14 actual bid amounts for STREET LIGHTS AND CONDUITS RELOCATION PLANS.
15

16 10. Prior to commencing PROJECT construction, submit or cause its
17 construction contractor to submit, POWER POLE PROTECTION PLANS to CITY for its
18 review and approval, as appropriate.

19 11. Prior to commencing PROJECT construction, schedule and conduct a pre-
20 construction meeting between DISTRICT, CITY and other affected entities. DISTRICT shall
21 notify CITY at least twenty (20) days prior to conducting the pre-construction meeting.
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23 12. Furnish CITY, at the time of providing written notice for the
24 preconstruction meeting as set forth in Section I.11., with a construction schedule which shall
25 show the order and dates in which DISTRICT or DISTRICT'S contractor proposes to carry on
26 the various parts of work, including estimated start and completion dates.
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1 13. Not permit any change to, or modification of, CITY prepared STREET
2 LIGHTS AND CONDUITS RELOCATION PLANS without the prior written permission and
3 consent of CITY.

4 14. Cause PROJECT to be constructed, including relocation of STREET
5 LIGHTS AND CONDUITS, pursuant to a DISTRICT administered public works construction
6 contract, in accordance with IMPROVEMENT PLANS and STREET LIGHTS AND
7 CONDUITS RELOCATION PLANS approved by DISTRICT and CITY, and pay all costs
8 associated therewith.

9
10 15. Protect or require its construction contractor(s) to protect in place POWER
11 POLES, as set forth in CITY approved POWER POLE PROTECTION PLANS.

12 16. Inspect, or cause to be inspected, construction of PROJECT.

13
14 17. Require its construction contractor(s) to comply with all Cal/OSHA safety
15 regulations including regulations concerning confined space and maintain a safe working
16 environment for all DISTRICT and CITY employees on the site.

17 18. Require its construction contractor(s) to include CITY as an additional
18 insured under the liability insurance coverage for PROJECT, and also require its construction
19 contractor(s) to include CITY as a third party beneficiary of any and all warranties of the
20 contractor's work with regard to POWER POLE PROTECTION PLANS and STREET LIGHTS
21 AND CONDUITS RELOCATION PLANS.

22
23 19. Within two (2) weeks of completing construction, provide CITY with
24 written notice that PROJECT construction is substantially complete and requesting that CITY
25 conduct a final inspection of APPURTENANCES, STREET LIGHTS AND CONDUITS and
26 POWER POLES.

27 20. Upon DISTRICT'S acceptance of PROJECT construction as complete,
28 provide CITY with a copy of DISTRICT'S Notice of Completion.

21. Upon CITY'S acceptance of APPURTENANCES, STREET LIGHTS AND CONDUITS, and POWER POLES for ownership, operation and maintenance, provide CITY with a reproducible duplicate set of "record drawings" of PROJECT plans and POWER POLE PROTECTION PLANS.

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

SECTION II

CITY shall:

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

2. Upon execution of this Agreement, invoice DISTRICT (Attn: Chief of Design and Construction Division) for DISTRICT TOTAL CONTRIBUTION, as set forth herein.

3. Prepare or cause to be prepared, STREET LIGHTS AND CONDUITS RELOCATION PLANS in accordance with applicable DISTRICT and CITY standards and submit to DISTRICT for its review and approval, as appropriate.

4. Review and approve, as appropriate, IMPROVEMENT PLANS and prior to DISTRICT'S advertising PROJECT for construction bids.

5. Review and approve, as appropriate, POWER POLE PROTECTION PLANS prior to construction of PROJECT.

6. Grant DISTRICT, by execution of this Agreement, all rights necessary to construct, inspect, operate and maintain PROJECT within CITY rights of way or easements.

1 7. Issue, at no cost to DISTRICT or DISTRICT'S contractor, the necessary
2 encroachment permit(s) required to construct PROJECT.

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

6 9. Not permit any change to or modification of CITY approved POWER
7 POLE PROTECTION PLANS without the prior written permission and consent of DISTRICT.

8 10. Inspect the construction of PROJECT, including POWER POLES, for
9 quality control purposes at its sole cost, and provide any comments to DISTRICT personnel
10 who shall be solely responsible for all quality control communications with DISTRICT'S
11 contractor(s) during the construction of PROJECT and implementation of POWER POLE
12 PROTECTION PLANS.

13 11. Upon receipt of DISTRICT'S written notice that PROJECT construction is
14 substantially complete, conduct a final inspection of APPURTENANCES, POWER POLES,
15 including relocation of STREET LIGHTS AND CONDUITS.

16 12. Upon its determination that POWER POLES and the relocation of STREET
17 LIGHTS AND CONDUITS are satisfactorily completed, provide DISTRICT with a written
18 Notice of Final Acceptance and, thereupon, assume sole responsibility for ownership, operation
19 and maintenance of POWER POLES and the relocated STREET LIGHTS AND CONDUITS.

20 13. Accept ownership and sole responsibility for the operation and maintenance
21 of APPURTENANCES, upon (i) receipt of DISTRICT'S written Notice of Completion as set
22 forth in Section I.20, and (ii) receipt of reproducible duplicate set of "record drawings" for
23 PROJECT plans and POWER POLE PROTECTION PLANS as set forth in Section I.21.

24 14. Assume sole responsibility for the construction, operation and maintenance
25 of ROADWAY FEATURES, including all necessary modifications or corrections as deemed
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1 necessary by CITY for the continuing function, reconstruction, repair or operation and
2 maintenance of ROADWAY FEATURES and assumes all liability in conjunction with the
3 public's use of ROADWAY FEATURES including claims of third persons for injury or death or
4 damage to property.

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

12 SECTION III

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14 It is further mutually agreed:

15 1. DISTRICT TOTAL CONTRIBUTION shall not exceed a total sum of
16 fifty-six thousand five hundred dollars (\$56,500) and shall be used by CITY solely for the
17 purpose of designing and constructing STREET BETTERMENTS, the relocation of STREET
18 LIGHTS AND CONDUITS and the deactivation and reactivation of CITY IRRIGATION
19 WATER METER as set forth herein.

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21 2. STREET LIGHTS AND CONDUITS, POWER POLES, ROADWAY
22 FEATURES, and STREET BETTERMENTS shall, at all times, remain the sole ownership and
23 exclusive responsibility of CITY. Nothing herein shall be construed as creating any obligation
24 or responsibility on the part of DISTRICT to operate or maintain STREET LIGHTS AND
25 CONDUITS, POWER POLES, ROADWAY FEATURES, and STREET BETTERMENTS.

26
27 3. Except as otherwise provided herein, all construction work involved with
28 PROJECT and POWER POLES shall be inspected by DISTRICT and CITY, and shall not be
deemed complete until approved and accepted as complete by DISTRICT.

1 4. DISTRICT and CITY each pledge to cooperate in regard to the operation
2 and maintenance of their respective facilities as set forth herein and to discharge their respective
3 maintenance responsibilities in an expeditious fashion so as to avoid the creation of any
4 nuisance condition or undue maintenance impact upon the others' facilities.

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

15 6. CITY shall indemnify, defend, save and hold harmless DISTRICT
16 (including its officers, employees, agents, representatives, independent contractors, and
17 subcontractors) from any liabilities, claim, damage, proceeding or action, present or future,
18 based upon, arising out of or in any way relating to CITY'S (including its officers, Board of
19 Supervisors, elected and appointed officials, employees, agents, representatives, independent
20 contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement,
21 performance under this Agreement, or failure to comply with the requirements of this
22 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
23 payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

24 7. Any waiver by DISTRICT or by CITY of any breach of any one or more of
25 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
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1 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to
 2 require exact, full and complete compliance with any terms of this Agreement shall not be
 3 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from
 4 enforcement hereof.

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

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

10 RIVERSIDE COUNTY FLOOD CONTROL
 11 AND WATER CONSERVATION DISTRICT
 12 1995 Market Street
 Riverside, CA 92501
 Attn: Engineering Services Section

CITY OF RIVERSIDE
 3900 Main Street
 Riverside, CA 92501
 Attn: Public Works Director
 Public Works Department

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

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

21 12. This Agreement is made and entered into for the sole protection and benefit
 22 of the parties hereto. No other person or entity shall have any right or action based upon the
 23 provisions of this Agreement.

24 13. This Agreement is intended by the parties hereto as a final expression of
 25 their understanding with respect to the subject matter hereof and as a complete and exclusive
 26 statement of the terms and conditions thereof and supersedes any and all prior and
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1 contemporaneous agreements and understandings, oral and written, in connection therewith.

2 This Agreement may be changed or modified only upon the written consent of the parties
3 hereto.

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

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By _____
JASON UHLEY
Acting General Manager-Chief
Engineer

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

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By _____
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement: Monroe Master Drainage Plan-Monroe Storm Drain, Stage 4
Project No.: 1-0-00071
05/03/16
AMR:rlp

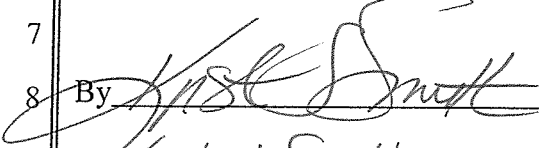
CITY OF RIVERSIDE

By _____

City Manager

APPROVED AS TO FORM:

ATTEST:

By 
Kristi J. Smith
City Attorney

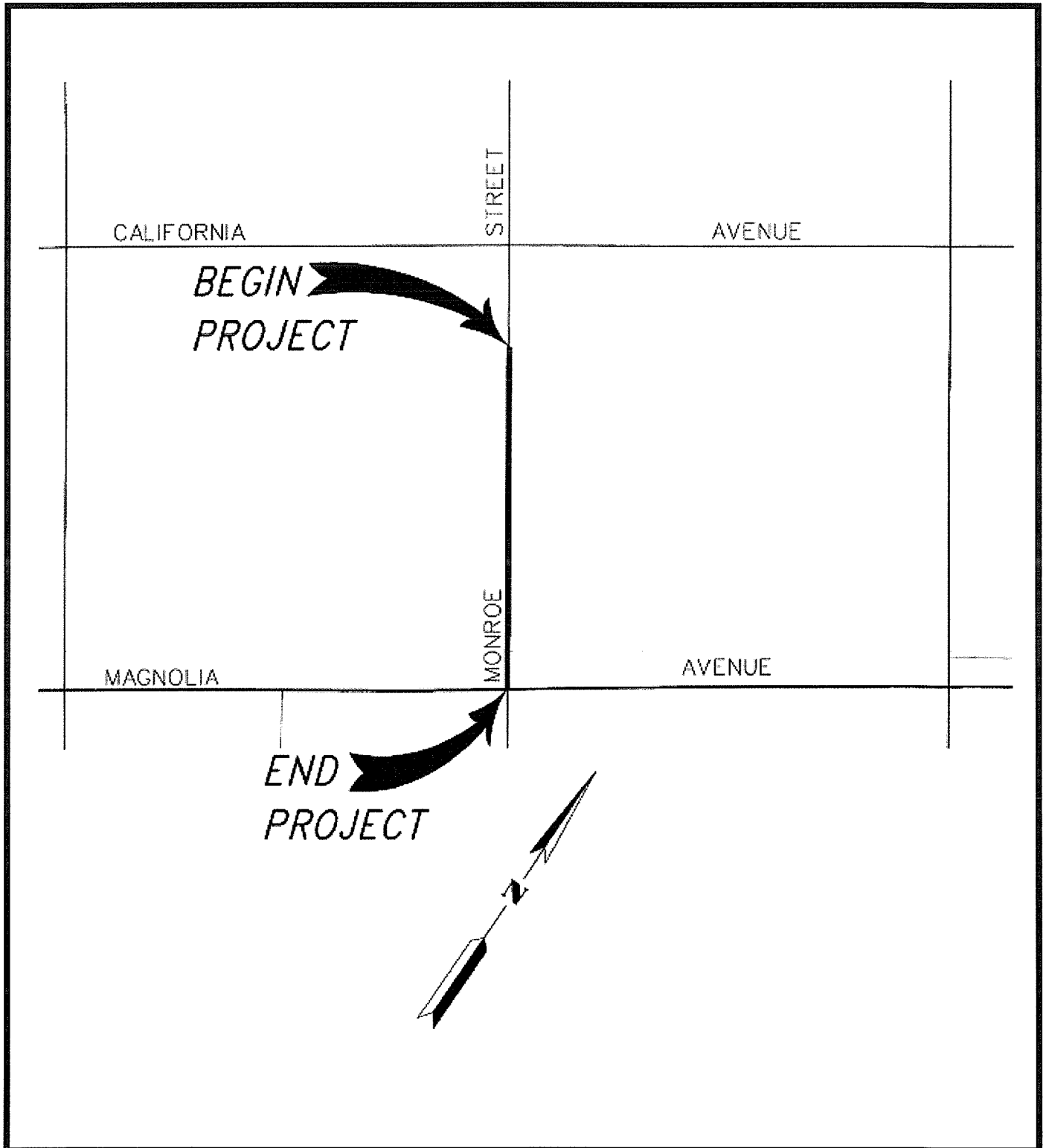
By _____

City Clerk

(SEAL)

Cooperative Agreement: Monroe Master Drainage Plan-Monroe Storm Drain, Stage 4
Project No.: 1-0-00071
05/03/16
AMR:rlp

Exhibit A



COOPERATIVE AGREEMENT

Monroe Master Drainage Plan-Monroe Storm Drain, Stage 4

Project No. 1-0-00071

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