



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

510B

**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**

July 17, 2012

**SUBJECT:** Murrieta Creek MDP Line D, Stage 2  
Project No. 7-0-00135-02  
MS 119  
Cooperative Agreement  
District 3/District 3

**RECOMMENDED MOTION:**

1. Approve the Cooperative Agreement (Agreement) between the District and the City of Murrieta (City); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

**BACKGROUND:**

The Agreement sets forth the terms and conditions by which the City will construct certain flood control improvements for the District's Murrieta Creek MDP Line D. Said improvements are to be constructed inspected, operated and maintained by the City, until such time as District assumes ownership, operation and maintenance in accordance with the terms and conditions as set forth in the Agreement.

Continued on page 2

*Warren D. Williams*  
**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	<b>Current F.Y. District Cost:</b>	N/A	<b>In Current Year Budget:</b>	Yes
	<b>Current F.Y. County Cost:</b>	N/A	<b>Budget Adjustment:</b>	N/A
	<b>Annual Net District Cost:</b>	\$1,000,000	<b>For Fiscal Year:</b>	12-13, 13-14, 14-15 & 15-16

**SOURCE OF FUNDS:** 25170 947520 536200  
Contributions to Non-County Agency – Zone 7

**Positions To Be Deleted Per A-30** ☐

**Requires 4/5 Vote** ☐

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

APPROVE

BY: *Michael R. Shetler*  
Michael R. Shetler

**County Executive Office Signature**

☐ Policy  
☐ Policy  
☐ Consent  
☐ Consent  
☐ Consent  
☐ Consent

Dep't Recomm.:  
 Per Exec. Ofc.:

**Prev. Agn. Ref.:**

**District:** 3<sup>rd</sup>/3<sup>rd</sup>

**Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

11.7

BY: *Deanne J. Grey*  
 DEANNE J. GREY  
 FISCAL PROCEDURES APPROVED  
 NANCY M. CHAND, FINANCE DIRECTOR  
 FORM APPROVED COUNTY COUNSEL  
 BY: *Neal R. Kipnis*  
 NEAL R. KIPNIS  
 DATE: *7/18/12*  
 Departmental Concurrence

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

**SUBJECT:** Murrieta Creek MDP Line D  
Project No. 7-0-00135-02  
MS 119  
Cooperative Agreement  
District 3/District 3

**SUBMITTAL DATE:** July 17, 2012  
**Page 2**

**BACKGROUND (continued):**

This Agreement is necessary to formalize the transfer of required rights of way to provide for District construction inspection, and operation and maintenance of the referenced facilities associated with MS 119 as well as the reimbursement of construction costs.

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

**FINANCIAL:**

Sufficient funds will be included in the District's proposed budget for the fiscal years the project is constructed and completed.

CLC:blj

COOPERATIVE FUNDING AGREEMENT

Murrieta Creek MDP Line D, Stage 2

Project No. 7-0-00135-02

MS 119

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and CITY OF MURRIETA, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. DISTRICT owns, operates and maintains the Murrieta Creek Channel principally located in western Riverside County. The Murrieta Creek Channel is an essential and integral part of DISTRICT'S regional system of stormwater management infrastructure that provides critical flood control and drainage to the area; and

B. CITY has budgeted for and plans to design and construct certain street improvements for Guava Street between Jefferson Avenue and Murrieta Creek Channel in the City of Murrieta (CIP 8059). As part of its Guava Street capital improvement project, CITY is willing to design and construct a segment of a certain flood control facility that is identified in DISTRICT'S Murrieta Creek Master Drainage Plan ("MDP") as Line D; and

C. The segment of Line D, to be designed and constructed by CITY, consists of approximately 1,100 lineal feet of underground reinforced concrete box system, hereinafter called "LINE D, STAGE 2", as shown on District Drawing No. 7-494. At its downstream terminus, LINE D, STAGE 2 will connect to the existing Murrieta Creek Channel. However, LINE D, STAGE 2 will not be a fully functional flood control facility and will not drain freely into the existing Murrieta Creek Channel until such time that the construction of the Murrieta Creek Flood Control, Environmental Restoration and Recreation Project for this reach is completed; and

1 D. Associated with the construction of LINE D, STAGE 2 is the construction  
2 of laterals, various catch basins and connector pipes located within CITY held rights of way,  
3 hereinafter called "APPURTENANCES". LINE D, STAGE 2 and APPURTENANCES are  
4 hereinafter altogether called "PROJECT"; and

5 E. Construction of PROJECT will benefit the community of Murrieta and its  
6 adjacent surrounding communities through reduced street closures due to flooding, improved  
7 traffic safety and circulation, and reduced street maintenance costs; and

8 F. CITY is willing to construct PROJECT pursuant to a CITY administered  
9 public works contract as provided herein, with the recognition and understanding that CITY will  
10 assume ownership, operation and maintenance responsibilities of PROJECT and the actual  
11 acceptance of LINE D, STAGE 2 for ownership, operation and maintenance responsibilities by  
12 DISTRICT is entirely dependent upon (i) the construction of the Murrieta Creek Flood Control,  
13 Environmental Restoration and Recreation Project for this reach being complete, (ii) LINE D,  
14 STAGE 2 draining freely into the Murrieta Creek Channel, and (iii) LINE D, STAGE 2 being  
15 constructed in accordance with plans and specifications approved by DISTRICT and as set forth  
16 herein; and

17 G. DISTRICT is willing to provide a financial contribution, hereinafter called  
18 "DISTRICT CONTRIBUTION", as set forth herein toward CITY'S actual construction costs for  
19 LINE D, STAGE 2 provided DISTRICT CONTRIBUTION does not exceed a total sum of one  
20 million dollars (\$1,000,000); and

21 H. The purpose of this Agreement is to memorialize the understandings by and  
22 amongst CITY and DISTRICT with respect to the construction, inspection, ownership,  
23 operation and maintenance, and funding of PROJECT.  
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1 NOW, THEREFORE, in consideration of the preceding recitals and the mutual  
2 covenants hereinafter contained, the parties hereto mutually agree as follows:

3 SECTION I

4 CITY shall:

5 1. Prepare, or cause to be prepared, engineering drawings and specifications  
6 for PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable  
7 DISTRICT and CITY standards, and submit to DISTRICT for review and approval prior to  
8 awarding a public works construction contract for PROJECT.  
9

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

14 3. Secure, at its sole cost and expense, all necessary licenses, agreements,  
15 permits and rights of entry as may be needed for the construction, inspection, operation and  
16 maintenance of PROJECT.  
17

18 4. Obtain at its sole cost and expense, all necessary permits, approvals or  
19 agreements and any associated subsequent renewal or amendments thereafter, as may be  
20 required by any Federal, State and local resource or regulatory agencies pertaining to the  
21 construction, operation and maintenance of PROJECT. Such documents, hereinafter called  
22 "REGULATORY PERMITS", may include, but are not limited to, a Section 404 permit issued  
23 by U.S. Army Corps of Engineers, a Section 401 Water Quality Certification issued by the  
24 California Regional Water Quality Control Board (CRWQB), a Streambed Alteration  
25 Agreement, issued by the California Department of Fish and Game and a National Pollutant  
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1 Discharge Elimination System Permit issued by the State Water Resources Control Board or  
2 CRWQCB.

3 5. Endeavor to begin construction of PROJECT within twelve (12) months of  
4 execution of this Agreement.

5 6. Prior to advertising PROJECT for construction, provide DISTRICT an  
6 opportunity to review and approve all REGULATORY PERMITS and rights of way documents.

7 7. Prior to awarding a public works construction contract for PROJECT,  
8 provide DISTRICT within seven (7) calendar days following construction bid opening to review  
9 and approve or reject bids for construction of PROJECT. DISTRICT may only reject bids  
10 found by DISTRICT to be either (i) unreasonably high, or (ii) unbalanced so as to shift the  
11 burden of overall construction costs unduly upon construction of PROJECT. DISTRICT shall  
12 not unreasonably withhold approval of contract.  
13

14 8. Advertise, award and administer a public works construction contract for  
15 PROJECT at its sole cost and expense.  
16

17 9. Provide DISTRICT with written notice (Attention: Contract Administration  
18 Section) that CITY has awarded a construction contract for PROJECT. The written notice shall  
19 include the Contractor's actual bid amounts for PROJECT.

20 10. Invoice DISTRICT, at the time of providing written notice to DISTRICT of  
21 the award of a construction contract, as set forth in Section I.9, for five hundred thousand dollars  
22 (\$500,000) toward DISTRICT CONTRIBUTION.  
23

24 11. Prior to commencing PROJECT construction, schedule and conduct a  
25 mandatory pre-construction meeting between CITY, CITY'S construction manager, CITY'S  
26 construction contractor(s), DISTRICT and other affected entities. CITY shall notify DISTRICT  
27  
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1 (Attention: Contract Administration Section) in writing at least twenty (20) days prior to  
2 conducting the pre-construction meeting.

3 12. Prior to commencing PROJECT construction, furnish DISTRICT with final  
4 mylar engineering drawings for PROJECT and assign ownership of the engineering drawings to  
5 DISTRICT.

6 13. CITY shall not perform any construction or improvement work on or  
7 within DISTRICT held rights of way or easements for Murrieta Creek Channel during the rainy  
8 season occurring between October 1st and March 31st.

9 14. Construct or cause to be constructed, PROJECT pursuant to a CITY  
10 administered construction contract, in accordance with IMPROVEMENT PLANS approved by  
11 DISTRICT and CITY, and pay all costs associated therewith subject to those reimbursements as  
12 set forth herein.

13 15. Inspect construction of PROJECT.

14 16. Furnish or cause its construction manager to furnish, all construction survey  
15 and materials testing services necessary to ensure PROJECT construction is accomplished in  
16 accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

17 17. Grant DISTRICT, by execution of this Agreement, the right to enter upon  
18 property owned or controlled by CITY where necessary and convenient for the purpose of  
19 gaining access to, and performing inspection service for, the construction of PROJECT as set  
20 forth herein.

21 18. Not permit any change to or modification of DISTRICT approved  
22 IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT.  
23 Failure to do so shall be deemed a material breach of this Agreement and shall authorize and  
24 constitute authority for DISTRICT, at its sole discretion, to provide written notice to CITY that  
25

1 DISTRICT is unable to perform its obligations hereunder, nor will it accept responsibility for  
2 ownership, operation and maintenance of LINE D, STAGE 2 due, either in whole or in part, to  
3 said breach of this Agreement.

4 19. Not approve any change orders involving the construction of LINE D,  
5 STAGE 2 without the prior written approval of DISTRICT. Failure to do so will result in any  
6 CITY incurred costs related to such change orders being ineligible for reimbursement by  
7 DISTRICT.

8 20. Require its principal PROJECT construction contractor to procure and  
9 maintain comprehensive liability insurance which shall protect DISTRICT and County of  
10 Riverside from claims for damages for personal injury, including accidental or wrongful death,  
11 as well as from claims for property damage, which may arise from CITY'S construction of  
12 PROJECT or the performance of its obligations hereunder, whether such construction or  
13 performance be by CITY, the aforementioned construction contractor(s), or any subcontractors  
14 to said construction contractor(s), or by anyone employed directly or indirectly by said  
15 construction contractor(s) or subcontractors. Such insurance shall provide for coverage limits of  
16 not less than two million dollars (\$2,000,000) per occurrence and shall name DISTRICT and  
17 County of Riverside as additional insureds with respect to this Agreement and the obligations of  
18 CITY hereunder. Said insurance coverage shall be provided by an insurance company licensed  
19 to transact insurance business in the State of California, having an A.M. Best rating of A:VIII  
20 (A:8) or better and shall be evidenced by a certificate (or certificates) of insurance indicating  
21 that the insurance is in full force and effect and that DISTRICT and County of Riverside are  
22 named as additional insureds. Said certificates(s) of insurance shall contain the covenant of the  
23 insurance carrier(s) that thirty (30) days written notice shall be provided to DISTRICT and  
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1 County of Riverside prior to any modification, cancellation, or reduction in coverage of said  
2 insurance.

3 Prior to CITY issuing a Notice to Proceed to its construction contractor(s)  
4 to begin construction of PROJECT, an original certificate of insurance evidencing the required  
5 insurance coverage shall be provided to DISTRICT.

6 21. Require its construction contractor(s) to comply with all Cal/OSHA safety  
7 regulations including regulations concerning confined space and maintain a safe working  
8 environment for CITY and DISTRICT employees on the site.

9  
10 22. Require its construction contractor(s) to furnish DISTRICT (Attention:  
11 Contract Administration Section) with a confined space entry procedure specific to PROJECT.  
12 The procedure shall comply with requirements contained in California Code of Regulations,  
13 Title 8 Section 5158, Other Confined Space Operations, Section 5157, Permit Required  
14 Confined Space and District Confined Space Procedures, SOM-18. The procedure shall be  
15 provided to DISTRICT no less than twenty (20) days prior to requesting that DISTRICT  
16 perform a final inspection of LINE D, STAGE 2. The procedure shall be reviewed and approved  
17 by DISTRICT prior to conducting the final inspection.

18  
19 23. Within two (2) weeks of completing PROJECT construction, provide  
20 DISTRICT with written notice (Attention: Contract Administration Section) that PROJECT  
21 construction is substantially complete and requesting that DISTRICT conduct a final inspection  
22 of LINE D, STAGE 2. Further, it is mutually understood by the parties hereto that prior to  
23 DISTRICT acceptance of ownership and responsibility for the operation and maintenance of  
24 LINE D, STAGE 2, PROJECT shall be in a satisfactorily maintained condition as solely  
25 determined by DISTRICT. If, in the sole discretion of DISTRICT, LINE D, STAGE 2 is not in  
26 an acceptable condition, corrections will be made at sole expense of CITY.  
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1           24. Upon completion of PROJECT construction but prior to DISTRICT'S  
2 acceptance of LINE D, STAGE 2 for ownership, operation and maintenance, provide  
3 DISTRICT with appropriate engineering documentation necessary to establish that LINE D,  
4 STAGE 2 was constructed in accordance with DISTRICT and CITY approved  
5 IMPROVEMENT PLANS.

6           25. Upon completion of construction of PROJECT, but prior to DISTRICT'S  
7 acceptance of LINE D, STAGE 2 for ownership, operation and maintenance, CITY'S civil  
8 engineer of record or construction civil engineer of record duly registered in the State of  
9 California, shall provide DISTRICT with a redlined "record drawing" copy of engineering  
10 drawings for PROJECT. After DISTRICT approval of the redlined "record drawing", CITY'S  
11 engineer shall schedule with DISTRICT a time to transfer the redlined changes onto  
12 DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review,  
13 stamp and sign the original engineering drawings "RECORD DRAWING".  
14

15           26. Upon completion of PROJECT construction, but prior to DISTRICT  
16 acceptance of LINE D, STAGE 2 for ownership, operation and maintenance, convey, or cause  
17 to be conveyed to DISTRICT all rights of way and easements deemed necessary by DISTRICT  
18 for the operation and maintenance of LINE D, STAGE 2, including ingress and egress, in a form  
19 approved by DISTRICT, as shown in concept highlighted in green on Exhibit "A", attached  
20 hereto and made a part hereof.  
21

22           27. Upon completion of PROJECT construction, but prior to DISTRICT  
23 acceptance of LINE D, STAGE 2 for ownership, operation and maintenance, furnish DISTRICT  
24 with copies of all REGULATORY PERMITS for the operation and maintenance of LINE D,  
25 STAGE 2. If in the sole judgment of DISTRICT, said REGULATORY PERMITS unreasonably  
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1 constrain, inhibit or impair DISTRICT'S ability to operate and maintain LINE D, STAGE 2,  
2 corrections will be made at sole the expense of CITY.

3 28. Assume ownership and sole responsibility for the operation and  
4 maintenance of APPURTENANCES.

5 29. Assume ownership and sole responsibility for the operation and  
6 maintenance of LINE D, STAGE 2 until such time as (i) the construction of the Murrieta Creek  
7 Flood Control, Environmental Restoration and Recreation Project for this reach is completed as  
8 solely determined by DISTRICT, (ii) LINE D, STAGE 2 drains freely into the Murrieta Creek  
9 Channel and is a fully functional flood control facility as solely determined by DISTRICT, and  
10 (iii) DISTRICT accepts ownership and responsibility for operation and maintenance of LINE D,  
11 STAGE 2 as set forth herein.  
12

13 30. Keep an accurate accounting of all LINE D, STAGE 2 construction costs  
14 and include this accounting when invoicing DISTRICT for reimbursement of said costs.  
15

16 31. Upon completion of PROJECT construction and settlement of any  
17 outstanding claims, provide DISTRICT with a copy of CITY'S recorded Notice of Completion.

18 32. Submit a final invoice to DISTRICT for the remaining DISTRICT  
19 CONTRIBUTION and include a final accounting of construction costs in accordance with  
20 DISTRICT approved IMPROVEMENT PLANS for LINE D, STAGE 2. The final accounting  
21 of construction costs shall include a detailed breakdown of all costs, including but not limited to  
22 payment vouchers, DISTRICT approved change orders and other such construction contract  
23 documents as may be necessary to establish the actual cost of construction for the LINE D,  
24 STAGE 2 only. In no event will DISTRICT CONTRIBUTION exceed the lesser of, one million  
25 dollars (\$1,000,000) or the actual construction costs of LINE D, STAGE 2.  
26  
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34. Ensure that all work performed pursuant to this Agreement by CITY, its 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 any other applicable laws and regulations. CITY shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

DISTRICT shall:

2. Issue to CITY a no fee encroachment permit to construct, operate and maintain a portion of LINE D, STAGE 2 that is located within DISTRICT'S rights of way or easements, provided that CITY'S activities do not, in any way whatsoever, impair Murrieta Creek Channel's flood control function or otherwise DISTRICT'S ability to operate and maintain Murrieta Creek Channel or any of its appurtenant works.

- 10 -

4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication  
 TY pursuant to Section I.26.

5. Inspect LINE D, STAGE 2 construction.

6. Accept ownership and sole responsibility for the operation and maintenance of STAGE 2 upon (i) DISTRICT inspection of LINE D, STAGE 2 in accordance with (ii) DISTRICT acceptance of LINE D, STAGE 2 as being complete, (iii) CITY PROJECT construction as being complete, (iv) DISTRICT receipt of stamped and signed DRAWING as set forth in Section I.25., (v) DISTRICT receipt of CITY'S Certificate of Completion as set forth in Section I.31., (vi) construction of the Murrieta Flood Control, Environmental Restoration and Recreation Project for this reach is determined solely by DISTRICT, and (vii) DISTRICT'S sole determination that STAGE 2 is a fully functional flood control facility and drains freely into the Murrieta River.

7. Pay DISTRICT CONTRIBUTION to CITY within thirty (30) days after appropriate invoice and its supporting documents from CITY as set forth in and I.32.

### SECTION III

It is further mutually agreed:

1. All work involved with LINE D, STAGE 2 shall be inspected by \_\_\_\_\_ and shall not be deemed complete until approved and accepted in writing as \_\_\_\_\_  
STRICT.

2. Except as otherwise provided herein, all construction work involved with \_\_\_\_\_ shall be inspected by CITY and shall not be deemed complete until approved and signed by CITY.

1           3. DISTRICT personnel may observe and inspect all work being done on  
2 LINE D, STAGE 2, but shall provide any comments to CITY personnel who shall be solely  
3 responsible for all quality control communications with CITY'S contractor(s) during the  
4 construction of LINE D, STAGE 2.

5           4. DISTRICT CONTRIBUTION shall not exceed one million dollars  
6 (\$1,000,000).

7           5. DISTRICT CONTRIBUTION shall be used by CITY solely for the purpose  
8 of constructing LINE D, STAGE 2 as set forth herein.  
9

10          6. Time is of the essence in prosecuting the work contemplated under this  
11 Agreement. At any time during the term of this Agreement, DISTRICT may terminate this  
12 Agreement for cause, including but not limited to CITY'S failure to prosecute the work in a  
13 timely manner, upon providing CITY thirty (30) days written notice stating the extent and  
14 effective date of termination.  
15

16          7. CITY shall not request DISTRICT to accept any portion or portions of  
17 LINE D, STAGE 2 prior to the completion of this reach of Murrieta Creek Flood Control,  
18 Environmental Restoration and Recreation Project construction, and LINE D, STAGE 2 drains  
19 freely into the Murrieta Creek Channel and is a fully functional flood control facility as solely  
20 determined by DISTRICT.

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

5           9. DISTRICT shall indemnify, defend, save and hold harmless CITY  
6 (including its officers, employees, agents, representatives, independent contractors, and  
7 subcontractors) from any liabilities, claim, damage, proceeding or action, present or future,  
8 based upon, arising out of or in any way relating to DISTRICT'S (including its officers, Board  
9 of 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  
12 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)  
13 payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.  
14

15           10. Any waiver by DISTRICT or CITY of any breach of any one or more of  
16 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other  
17 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to  
18 require exact, full and complete compliance with any terms of this Agreement shall not be  
19 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from  
20 enforcement hereof.  
21

22           11. In the event of any arbitration, action or suit brought by either CITY or  
23 DISTRICT against the other party by reason of any breach on the part of the other party of any  
24 of the covenants and agreements set forth in this Agreement, or any other dispute between  
25 DISTRICT and CITY concerning this Agreement, the prevailing party in any such action or  
26 dispute, by a final judgment or arbitration award, shall be entitled to have and recover from the  
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1 other party all costs and expenses or claims, including but not limited to, attorney's fees and  
2 expert witness fees. This section shall survive any termination of this Agreement.

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

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

8  
9 RIVERSIDE COUNTY FLOOD CONTROL CITY OF MURRIETA  
10 AND WATER CONSERVATION DISTRICT 1 Town Square,  
11 1995 Market Street 24601 Jefferson Avenue  
12 Riverside, CA 92501 Murrieta, CA 92562  
13 Attn: Administrative Services Section Attn: Jeff Hitch

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

17 15. This Agreement is to be construed in accordance with the laws of the State  
18 of California.

19 16. Neither CITY nor DISTRICT shall assign this Agreement without the  
20 written consent of the other party.

21 17. Any action at law or in equity brought by any of the parties hereto for the  
22 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of  
23 competent jurisdiction in the County of Riverside, State of California, and the parties hereto  
24 waive all provisions of law providing for a change of venue in such proceedings to any other  
25 county.  
26  
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1           18. This Agreement is the result of negotiations between the parties hereto, and  
2 the advice and assistance of their respective counsel. The fact that this Agreement was prepared  
3 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty  
4 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT  
5 prepared this Agreement in its final form.

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

12 //

13 //

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 

WARREN D. WILLIAMS  
General Manager-Chief Engineer

By

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

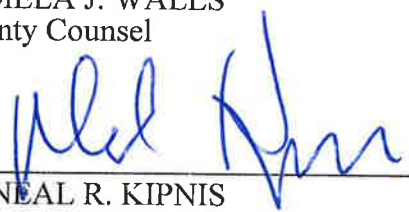
APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By

  
NEAL R. KIPNIS  
Deputy County Counsel

By

Deputy

(SEAL)

Cooperative Funding Agreement:  
Murrieta Creek MDP Line D, Stage 2 (MS 119)  
5/10/12  
CLC:blj


**CITY OF MURRIETA**

By   
DOUGLAS R. MCALLISTER  
Mayor

ATTEST:

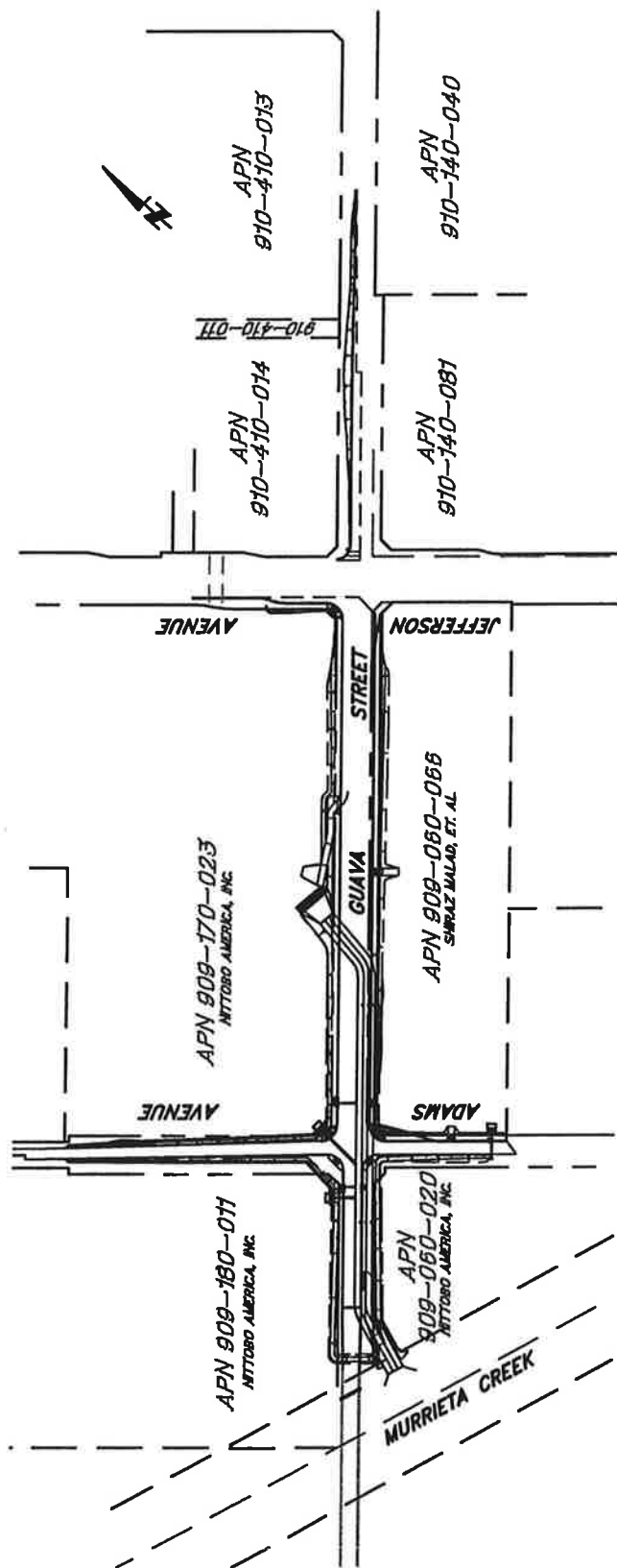
By   
A. KAY VINSON  
City Clerk

APPROVED AS TO FORM:

By   
LESLIE E. DEVANEY  
City Attorney

Cooperative Funding Agreement  
Murrieta Creek MDP Line D, Stage 2 (MS 119)  
5/10/12  
CLC:blj

# EXHIBIT A



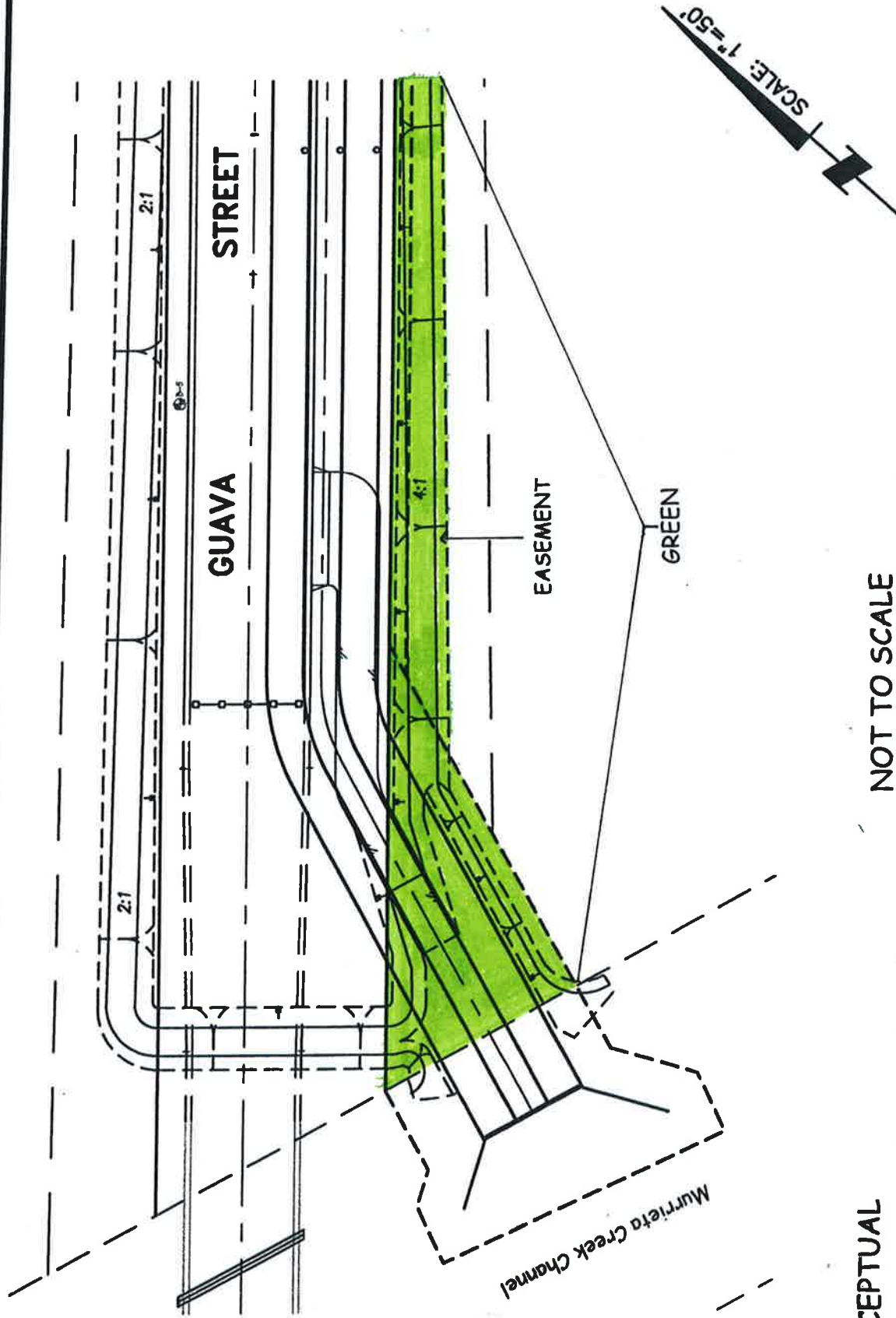
NOT TO SCALE

INDEX MAP

CONCEPTUAL

Cooperative Agreement  
 Murrieta Creek MDP Line D  
 Project No. 7-0-00135-02  
 MS 119

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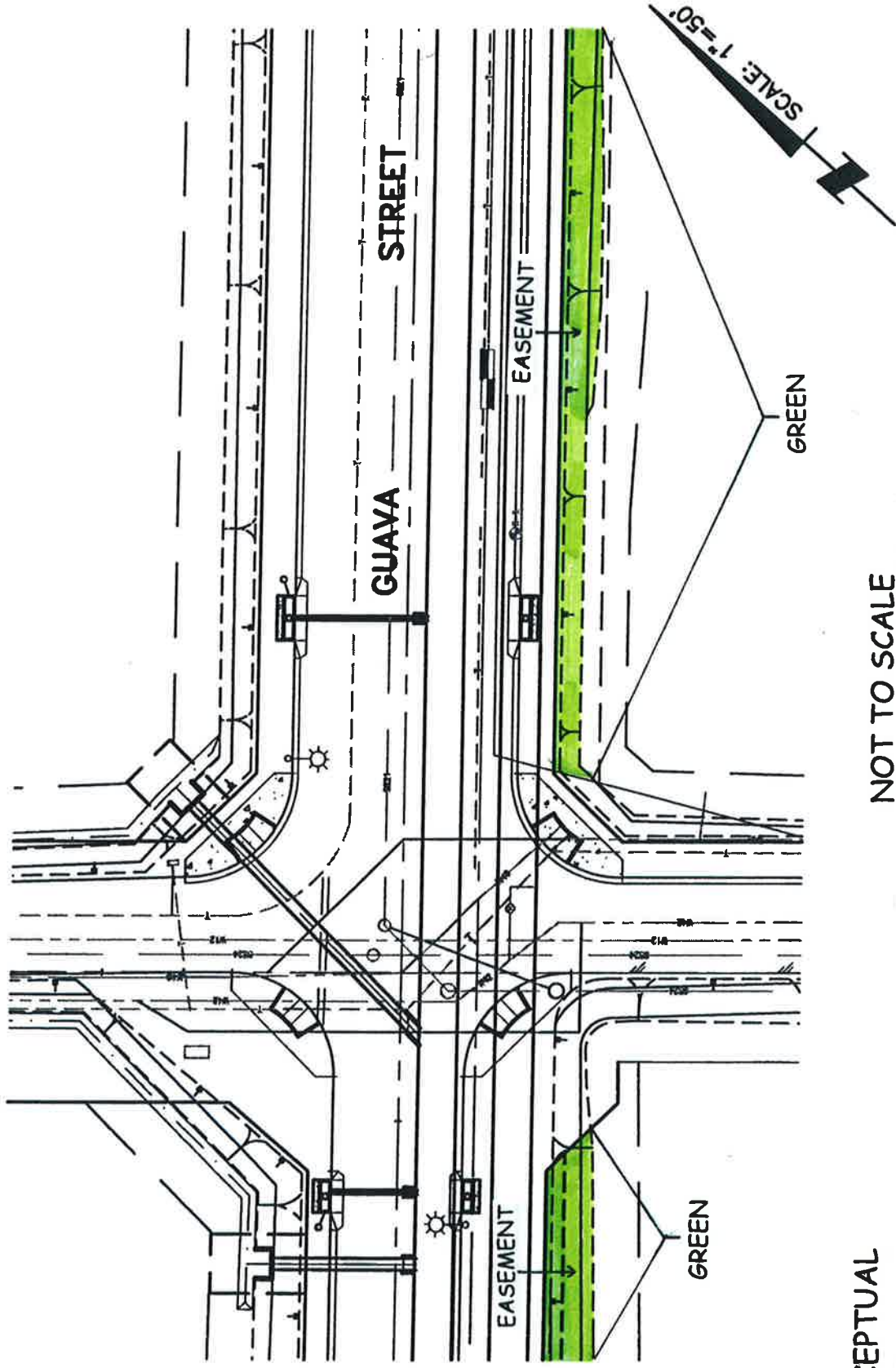


CONCEPTUAL

NOT TO SCALE

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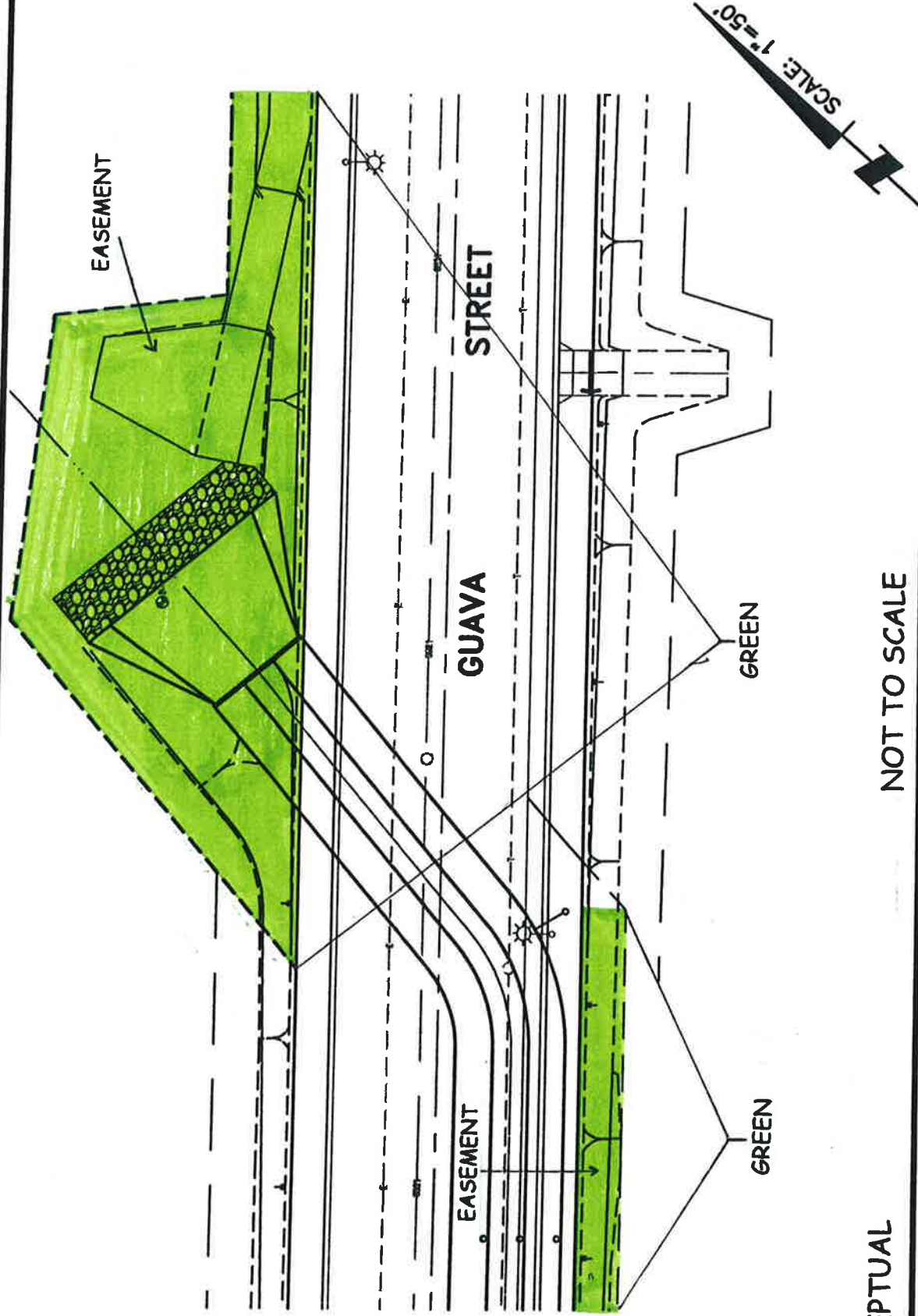
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# EXHIBIT A

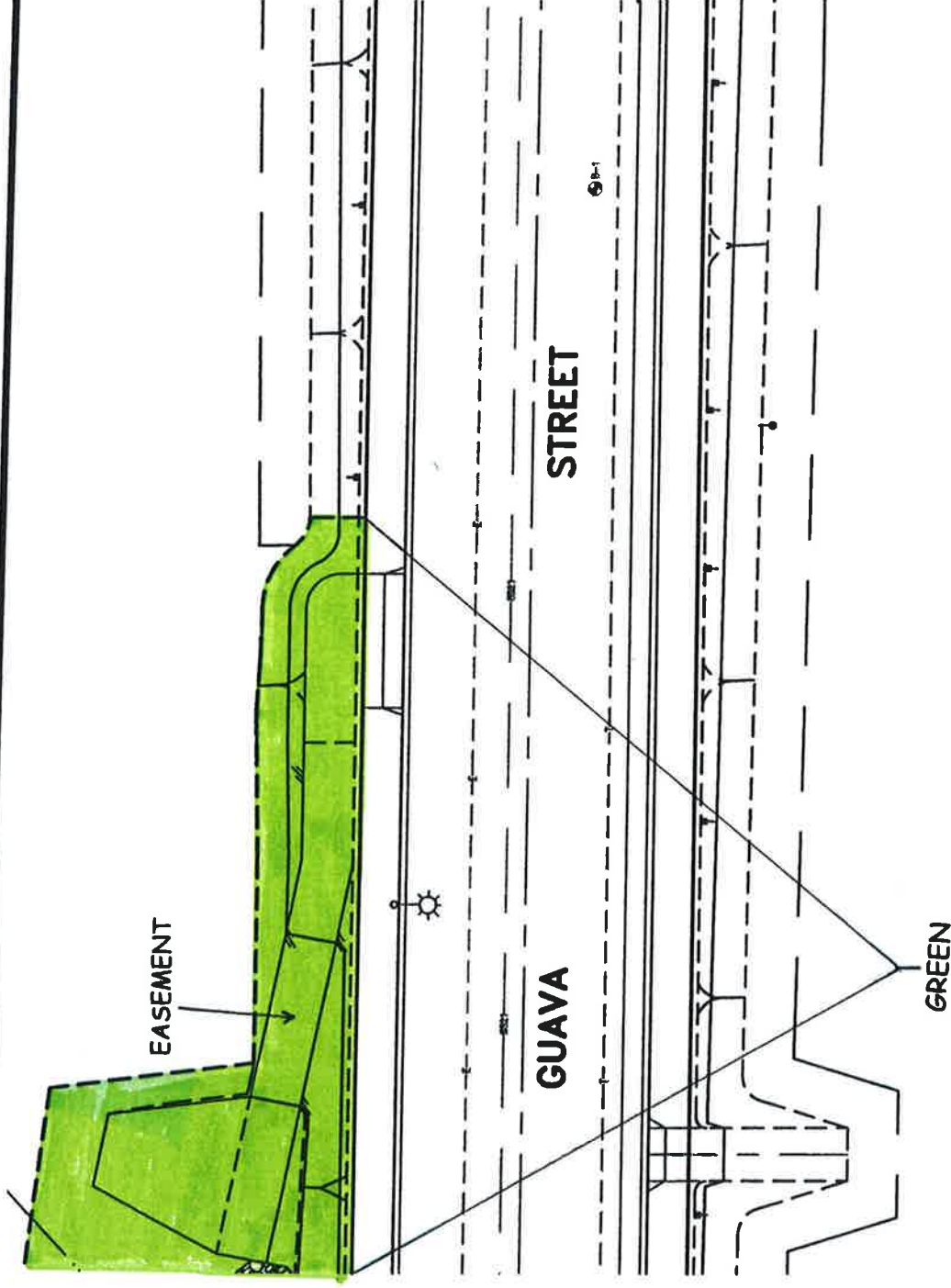


CONCEPTUAL

NOT TO SCALE

Cooperative Agreement  
Murrieta Creek MDP Line D  
Project No. 7-0-00135-02  
MS 119

# EXHIBIT A



CONCEPTUAL

NOT TO SCALE

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