



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

703B

**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**

March 19, 2013

**SUBJECT:** Moreno Master Drainage Plan Line F, Stage 2  
Project No. 4-0-00752  
Cooperative Agreement  
District Five/District Five

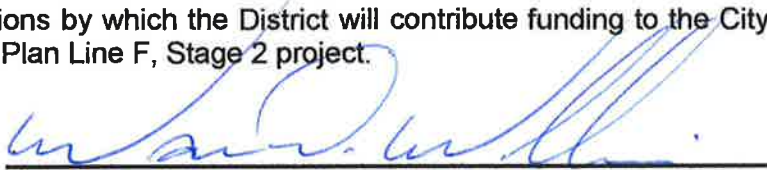
**RECOMMENDED MOTION:**

1. Approve the Cooperative Agreement (Agreement) between the District and the City of Moreno Valley (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 District will contribute funding to the City for the construction of Moreno Master Drainage Plan Line F, Stage 2 project.

Continued on Page 2

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

<b>FINANCIAL DATA</b>	Current F.Y. District Cost:	\$4,000,000	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$4,000,000	For Fiscal Year:	FY 12/13

<b>SOURCE OF FUNDS:</b> 25140-947460-527980 Zone 4 Const/Maint/Misc Contracts	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

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

APPROVE  
 BY:   
 Steven C. Horn, MPA

**County Executive Office Signature**

Dept't Recomm.:  Consent  Policy

Per Exec. Ofc.:  Consent  Policy

Prev. Aan. Ref.:

District: 5<sup>th</sup>/5<sup>th</sup>

Aaenda Number:

11-2

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FOR MAP FROM COUNTY COUNSEL  
 BY:  DATE: 12/13

FISCAL PROCEDURES APPROVED  
 JEANINE J. REY, FINANCE DIRECTOR  
 BY:  1/13/2013  
 JEANINE J. REY

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

**SUBJECT:** Moreno Master Drainage Plan Line F, Stage 2  
Project No. 4-0-00752  
Cooperative Agreement  
District Five/District Five

**SUBMITTAL DATE:** March 19, 2013  
**Page 2**

**BACKGROUND:**

The Agreement is necessary to formalize the transfer of necessary rights of way to provide for District construction inspection of the referenced facility. Upon completion of project construction, the District will assume ownership, operation and maintenance of Line F and certain underground storm drain segments located within District's right of way and the City will assume ownership, operation and maintenance of a mitigation channel and various lateral storm drain facilities located outside of District's right of way.

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

**FINANCIAL:**

Sufficient funding is available in the District's Zone 4 budget for FY 2012-2013 and will be included in the proposed budget in future years, as appropriate and necessary.

TT:blj

COOPERATIVE AGREEMENT  
Moreno Master Drainage Plan Line F, Stage 2  
(Project No. 4-0-00752)

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

RECITALS

A. DISTRICT, CITY and Moreno Valley Properties, L.P. previously entered into that certain cooperative agreement, hereinafter called "AGREEMENT", dated June 17, 2008, providing for Moreno Valley Properties, L.P. to construct Moreno Master Drainage Plan (MDP) Line F, Stage 2 project in order to provide flood protection and drainage for its planned development of Parcel Map No. 33532; and

B. Pursuant to AGREEMENT, CITY and DISTRICT reviewed and approved the improvement plans for Moreno MDP Line F, Stage 2 project as shown on District Drawing No. 4-912 on November 9, 2007 and October 31, 2008, respectively; and

C. At the Moreno Valley Properties, L.P.'s request due to unfavorable changes in market conditions following the execution of AGREEMENT, DISTRICT, CITY and Moreno Valley Properties, L.P. entered into that certain other agreement, hereinafter called "TERMINATION AGREEMENT", dated May 18, 2010, setting forth the terms and conditions by which DISTRICT, CITY and Moreno Valley Properties, L.P. were each released from their respective obligations set forth in AGREEMENT; and

D. CITY now wishes to expedite the construction of the Moreno MDP Line F, Stage 2 project; and

E. The Moreno MDP Line F, Stage 2 project consists of the construction of (i) approximately 4,500 lineal feet of concrete trapezoidal channel, hereinafter called

1 "CHANNEL", as shown in concept in green on Exhibit "A" attached hereto and made a part  
2 hereof, and (ii) thirteen (13) underground storm drain segments, totaling approximately 1,200  
3 lineal feet, and their associated outlet structures that are to be located within portions of  
4 DISTRICT'S future CHANNEL right of way, hereinafter called "LATERALS", as shown in  
5 concept in red on Exhibit "A". At the downstream terminus of CHANNEL, CHANNEL  
6 connects to DISTRICT'S existing Line F Channel, as shown on DISTRICT Drawing No. 4-527.  
7 Construction of CHANNEL also includes the removal and replacement of approximately 470  
8 lineal feet of DISTRICT's existing Line F Channel. Together, CHANNEL and LATERALS are  
9 hereinafter called "DISTRICT DRAINAGE FACILITIES"; and  
10

11 F. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the  
12 construction of a mitigation channel and various lateral storm drain facilities, hereinafter called  
13 "APPURTENANCES", which are to be located outside of DISTRICT'S future CHANNEL right  
14 of way. Together, DISTRICT DRAINAGE FACILITIES and APPURTENANCES are  
15 hereinafter called "PROJECT"; and  
16

17 G. CITY desires DISTRICT to contribute funding towards CITY'S construction of  
18 PROJECT; and

19 H. CITY also desires DISTRICT to accept ownership and responsibility for the  
20 operation and maintenance of DISTRICT DRAINAGE FACILITIES, with the recognition and  
21 understanding that the actual acceptance of DISTRICT DRAINAGE FACILITIES for  
22 ownership, operation and maintenance by DISTRICT is entirely dependent upon the execution  
23 of this Cooperative Agreement and DISTRICT DRAINAGE FACILITIES being constructed in  
24 strict accordance with plans and specifications approved by DISTRICT; and  
25

26 I. DISTRICT wishes to provide a financial contribution as set forth herein in support  
27 of CITY's efforts to construct PROJECT; and  
28

J. DISTRICT'S financial contributions shall be as follows:

(i) One hundred percent (100%) of the lowest responsible bid contract price for PROJECT, hereinafter called "INITIAL CONTRIBUTION", plus up to an additional ten percent (10%) to offset any construction contract change orders, hereinafter called "CHANGE ORDERS CONTRIBUTION"; and

(ii) An additional ten percent (10%) of the lowest responsible bid contract price to offset CITY's costs associated with construction contract administration, construction inspection, construction survey and materials testing services, hereinafter called "ADMINISTRATIVE CONTRIBUTION"; and.

K. Altogether, INITIAL CONTRIBUTION, CHANGE ORDERS CONTRIBUTION and ADMINISTRATIVE CONTRIBUTION are hereinafter called "DISTRICT TOTAL CONTRIBUTION". DISTRICT TOTAL CONTRIBUTION shall not exceed a total sum of four million dollars (\$4,000,000) ; and

L. The purpose of this Cooperative Agreement is to memorialize the understandings by and between CITY and DISTRICT with respect to the funding, design, construction, inspection, ownership, operation and maintenance of PROJECT.

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

SECTION I

CITY shall:

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

1           2.    Prior to advertising PROJECT for construction, submit to DISTRICT for review  
2 and approval any changes to the PROJECT plans as previously approved by DISTRICT on  
3 October 31, 2008, hereinafter called "PROJECT PLANS".

4           3.    Obtain, at its sole cost and expense, all necessary licenses, permits, agreements,  
5 approvals, rights of way, rights of entry and temporary construction easements as may be  
6 necessary to construct, inspect, operate and maintain PROJECT.

7           4.    Submit to DISTRICT for review and approval copies of all permits, approvals or  
8 agreements as may be required by any Federal, State or local resource and/or regulatory agency  
9 for the construction, operation and maintenance of PROJECT prior to CITY's acceptance or  
10 execution thereof. Such documents, hereinafter called "REGULATORY PERMITS", may  
11 include, but are not limited to, a Section 404 permit issued by the U.S. Army Corps of  
12 Engineers, a Streambed Alteration Agreement issued by the California Department of Fish and  
13 Game, a Section 401 Water Quality Certification issued by the California Regional Water  
14 Quality Control Board (CRWQCB) and National Pollutant Discharge Elimination System  
15 Permit issued by the State Water Resources Control Board or CRWQCB.

16  
17  
18           5.    Advertise, award and administer a public works construction contract for the  
19 PROJECT.

20           6.    Provide DISTRICT with written notice that CITY has awarded a construction  
21 contract for PROJECT. The written notice shall include the Contractor's actual bid amount for  
22 PROJECT, which shall establish the amount for INITIAL CONTRIBUTION as set forth herein.

23           7.    Invoice DISTRICT for one hundred percent (100%) of INITIAL  
24 CONTRIBUTION and an additional ten percent (10%) for ADMINISTRATIVE  
25 CONTRIBUTION, at the time of providing written notice to DISTRICT of the award of a  
26 construction contract, as set forth in Section I.6.

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1           8. Endeavor to begin PROJECT construction within twelve (12) months of execution  
2 of this Agreement.

3           9. Keep an accurate accounting of all construction change orders; payment vouchers  
4 and any other construction contract documents as may be necessary to establish the actual cost  
5 of construction change orders for PROJECT.

6           10. Construct or cause to be constructed, PROJECT pursuant to a CITY administered  
7 public works construction contract, in accordance with DISTRICT approved PROJECT  
8 PLANS, and pay all costs associated therewith.

9           11. Inspect PROJECT construction or cause PROJECT's construction to be inspected  
10 by its construction manager.

11           12. Furnish, or cause its construction manager to furnish all construction survey and  
12 materials testing services necessary to construct PROJECT.

13           13. Grant DISTRICT, by execution of this Agreement, the right to enter upon property  
14 owned or controlled by CITY where necessary and convenient for the purpose of gaining access  
15 to, and performing inspection service for, the construction of PROJECT.

16           14. Not permit any change to, or modification of, the DISTRICT approved PROJECT  
17 PLANS without DISTRICT's prior written consent. Failure to do so shall be deemed a material  
18 breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole  
19 discretion, to provide written notice to CITY that DISTRICT is unable to perform its obligations  
20 hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT  
21 DRAINAGE FACILITIES due, either in whole or in part, to said breach of this Agreement.

22           15. Require its PROJECT construction contractor(s) to procure and maintain  
23 comprehensive liability insurance which shall protect DISTRICT and County of Riverside from  
24 claims for damages for personal injury, including accidental or wrongful death, as well as from  
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1 claims for property damage, which may arise from CITY's or its contractor's(s') construction of  
2 PROJECT or the performance of its obligations hereunder, whether such construction or  
3 performance be by CITY, the aforementioned construction contractor(s), or any subcontractors  
4 to said construction contractor(s), or by anyone employed directly or indirectly by said  
5 construction contractor(s) or subcontractors. Such insurance shall provide for coverage limits of  
6 not less than two million dollars (\$2,000,000) per occurrence and shall name DISTRICT and  
7 County of Riverside as additional insureds with respect to this Agreement and the obligations of  
8 CITY hereunder. Said insurance coverage shall be provided by an insurance company licensed  
9 to transact insurance business in the State of California, having an A.M. Best rating of A: VIII  
10 (A:8) or better, and shall be evidenced by a certificate (or certificates) of insurance indicating  
11 that the insurance is in full force and effect and that the DISTRICT and the County of Riverside  
12 are named as additional insureds. Said certificate(s) of insurance shall contain the covenant of  
13 the insurance carrier(s) that sixty (60) days written notice shall be provided to DISTRICT prior  
14 to any modification, cancellation, or reduction in coverage of said insurance.  
15  
16

17           Prior to CITY issuing a Notice to Proceed to its construction contractor(s) to begin  
18 construction of PROJECT, an original certificate of insurance evidencing the required insurance  
19 coverage shall be provided to DISTRICT.  
20

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

24           17.     Within two (2) weeks of completing PROJECT construction, provide DISTRICT  
25 (Attention: Contract Administration Section) with written notice that PROJECT construction is  
26 substantially complete and request DISTRICT to conduct a final inspection of PROJECT.  
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1 18. Assume ownership and sole responsibility for the operation and maintenance of  
2 PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation  
3 and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein. CITY shall  
4 continue thereafter to own and have sole responsibility for the operation and maintenance of  
5 APPURTENANCES.

6 19. Upon completion of PROJECT construction but prior to DISTRICT'S acceptance  
7 of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, provide or  
8 cause its construction manager to provide DISTRICT with appropriate engineering  
9 documentation necessary to establish that PROJECT was constructed in accordance with  
10 DISTRICT approved PROJECT PLANS.

12 20. Upon completion of PROJECT construction but prior to DISTRICT's acceptance  
13 of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, provide or  
14 cause its civil engineer of record or construction civil engineer of record, duly registered in the  
15 State of California, to provide DISTRICT with a redlined "RECORD DRAWINGS" copy of  
16 PROJECT plans. After DISTRICT approval of the redlined "RECORD DRAWINGS", CITY'S  
17 engineer shall schedule with DISTRICT a time to transfer the redlined changes onto  
18 DISTRICT'S original mylars at DISTRICT'S office, after which the CITY's engineer shall  
19 review, stamp and sign PROJECT plans "RECORD DRAWINGS".  
20

21 21. Upon completion of PROJECT construction and settlement of any outstanding  
22 claims, provide DISTRICT with a copy of the CITY's recorded Notice of Completion prior to  
23 DISTRICT's acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and  
24 maintenance.  
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26 22. Upon completion of PROJECT construction but prior to DISTRICT's acceptance  
27 of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance, convey or  
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1 cause to be conveyed to DISTRICT (i) fee ownership, in a form approved by DISTRICT, for the  
2 rights of way as shown in concept cross-hatched in blue on Exhibit "B", (ii) drainage and flood  
3 control easements, in a form approved by DISTRICT, for the rights of way as shown in concept  
4 cross-hatched in orange on Exhibit "B", and (iii) ingress and egress easement(s), in a form  
5 approved by DISTRICT, for the rights of way as shown in concept cross-hatched in green and in  
6 red on Exhibit "B".

7 23. At the time of recordation of the conveyance document(s) set forth in Section  
8 I.22.(i), furnish DISTRICT with a policy of title insurance, in an amount of not less than one  
9 hundred percent (100%) of the estimated fee value, as determined by DISTRICT for each parcel  
10 to be conveyed to DISTRICT in fee, guaranteeing DISTRICT's interest in said property as being  
11 free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded  
12 and unrecorded), and except those which, in the sole discretion of DISTRICT, are deemed  
13 acceptable.  
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15 24. At the time of recordation of the conveyance document(s) set forth in Sections  
16 I.22.(ii) and (iii), furnish DISTRICT with policies of title insurance, each in an amount of not  
17 less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each  
18 easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said  
19 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and  
20 leases (recorded and unrecorded), and except those which, in the sole discretion of DISTRICT,  
21 are deemed acceptable.  
22

23 25. Upon DISTRICT's acceptance of DISTRICT DRAINAGE FACILITIES for  
24 operation and maintenance, submit a final invoice to DISTRICT for CHANGE ORDERS  
25 CONTRIBUTION up to a maximum of ten percent (10%) of INITIAL CONTRIBUTION, it  
26 being further provided that the DISTRICT TOTAL CONTRIBUTION shall not exceed a total  
27  
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1 maximum amount of four million dollars (\$4,000,000). The invoice shall include a final  
2 accounting of all construction change orders and any supporting documents as set forth in  
3 Section I.9.

## 4 SECTION II

5 DISTRICT shall:

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

8 2. Review and approve any changes made to PROJECT PLANS prior to CITY  
9 advertising of construction contract.

10 3. Pay CITY, within sixty (60) days after receipt of appropriate invoice as set forth in  
11 Section I.7, INITIAL CONTRIBUTION plus ADMINISTRATIVE CONTRIBUTION.

12 4. Review and approve all necessary REGULATORY PERMITS. DISTRICT may  
13 withhold approval of such document(s) when, in the sole judgment of DISTRICT's General  
14 Manager-Chief Engineer, the said document(s) unreasonably constrains, inhibits or impairs  
15 DISTRICT's ability to inspect, operate and maintain DISTRICT DRAINAGE FACILITIES.

16 5. At its sole cost and expense, conduct period inspections of DISTRICT  
17 DRAINAGE FACILITIES construction for quality control purposes and provide any comments  
18 to CITY's designated PROJECT construction manager.

19 6. Upon receipt of CITY'S written notice that PROJECT construction is substantially  
20 complete as set forth in Section I.17, conduct a final inspection of DISTRICT DRAINAGE  
21 FACILITIES.

22 7. Accept ownership and sole responsibility for the operation and maintenance of  
23 DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT  
24 DRAINAGE FACILITIES in accordance with Section I.17, (ii) DISTRICT acceptance of  
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1 DISTRICT DRAINAGE FACILITIES as being complete, (iii) DISTRICT receipt of CITY'S  
2 recorded Notice of Completion as set forth in Section I.21, (iv) DISTRICT receipt of  
3 appropriate engineering documentation as set forth in Section I.19, (v) DISTRICT receipt of  
4 stamped and signed RECORD DRAWINGS of PROJECT plans as set forth in Section I.20, (vi)  
5 recordation of all conveyance documents described in Section I. 22, and (vii) DISTRICT'S sole  
6 determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained  
7 condition.

8  
9 8. Pay CITY, within sixty (60) days after receipt of appropriate invoice as set forth in  
10 Section I.25, CHANGE ORDERS CONTRIBUTION up to a maximum of ten percent (10%) of  
11 INITIAL CONTRIBUTION provided the DISTRICT TOTAL CONTRIBUTION does not  
12 exceed a total maximum sum of four million dollars (\$4,000,000).

### 13 SECTION III

14 It is further mutually agreed:

15 1. DISTRICT TOTAL CONTRIBUTION shall not exceed a total maximum sum of  
16 four million dollars (\$4,000,000) and shall be used by CITY solely for the purpose of  
17 constructing DISTRICT DRAINAGE FACILITIES.  
18

19 2. Except as otherwise provided herein, all construction work involved with  
20 PROJECT shall be inspected by CITY and shall not be deemed complete until approved and  
21 accepted as complete by CITY.

22 3. DISTRICT personnel may observe and inspect all work being done on PROJECT  
23 but shall provide any comments to CITY personnel who shall be responsible for all  
24 communications with CITY'S construction contractor(s).  
25

26 4. Prior to DISTRICT'S acceptance of ownership and responsibility for the operation  
27 and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE  
28

1 FACILITIES shall be in a satisfactorily maintained condition as solely determined by  
2 DISTRICT. If, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES is  
3 not in an acceptable condition, corrections will be made at sole expense of CITY.

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

16 6. DISTRICT shall indemnify, defend, save and hold harmless CITY (including its  
17 officers, elected and appointed officials, employees, agents, representatives, independent  
18 contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action,  
19 present or future, based upon, arising out of or in any way relating to DISTRICT (including its  
20 officers, Board of Supervisors, elected and appointed officials, employees, agents,  
21 representatives, independent contractors, and subcontractors) actual or alleged acts or omissions  
22 related to this Agreement, performance under this Agreement, or failure to comply with the  
23 requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily  
24 injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature  
25 whatsoever.  
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1 7. Any waiver by DISTRICT or by CITY of any breach of any one or more  
2 provisions of this Agreement shall not be construed to be a waiver of any subsequent or other  
3 breach of the same or any other provision thereof. Failure on the part of DISTRICT or CITY  
4 to require from the other party exact, full and complete compliance with any of the provisions  
5 of this Agreement shall not be construed as in any manner changing the terms hereof, or  
6 estopping DISTRICT or CITY from enforcement hereof.  
7

8 8. Any and all notices sent or required to be sent to the parties of this Agreement will  
9 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  
13 Riverside, CA 92501  
14 Attn: Steve Thomas

CITY OF MORENO VALLEY  
Post Office Box 88005  
Moreno Valley, CA 92552-0805  
Attn: Prem Kumar

15 9. If any provision in this Agreement is held by a court of competent jurisdiction to  
16 be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect  
17 without being impaired or invalidated in any way.

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

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

23 12. This Agreement is the result of negotiations between the parties hereto, and with  
24 the advice and assistance of their respective counsel. No provision contained herein shall be  
25 construed against DISTRICT solely because, as a matter of convenience, DISTRICT prepared  
26 this Agreement in its final form.  
27  
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1           13. Pursuant to Government Code Sections 895.4 and 895.6, if any party hereto is held  
2 liable upon any judgment for damages caused by a negligent or wrongful act or omission in  
3 connection with the performance of their respective duties and obligations set forth in this  
4 Agreement and pays in excess of its pro rata share in satisfaction of such judgment, such party  
5 shall be entitled to contribution from the other party to this Agreement. The pro rata share of  
6 each party for purposes of this Section shall be determined according to the comparative fault of  
7 the respective party, as between them.

8           In the event of any arbitration, action or suit brought by a party hereto against  
9 another party hereunder by reason of any breach on the part of the other party of any of the  
10 mutual covenants and agreements set forth herein or any other dispute between the parties  
11 concerning this Agreement, then, the prevailing party in any such action or dispute, whether by  
12 final judgment or arbitration award, shall be entitled to have and recover from the other party all  
13 costs and expenses of suit or claim, including but not limited to, attorneys' fees and experts' fees.  
14 This Section shall survive any termination of this Agreement.

15           14. Time is of the essence in prosecuting the work contemplated under this Agreement.  
16 In the event CITY does not award a public works construction contract for PROJECT and begin  
17 PROJECT construction within twelve (12) months of the execution of this Agreement,  
18 DISTRICT may terminate this Agreement for good cause upon providing CITY with a sixty  
19 (60) days written notice stating the extent and effective date of termination.

20           15. This Agreement is intended by the parties hereto as a final expression of their  
21 understanding with respect to the subject matter hereof, and is a complete and exclusive  
22 statement of the terms and conditions thereof. This Agreement may be changed or modified  
23 only upon the written consent of the parties hereto.

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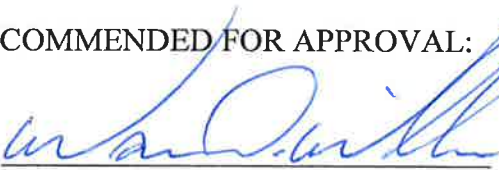
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

\_\_\_\_\_  
(to be filled in by the 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 Agreement  
Moreno Valley MDP Line F, Stage 2  
Project No. 4-0-00752  
12/17/12  
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RECOMMENDED FOR APPROVAL: CITY OF MORENO VALLEY

By   
AHMAD ANSARI  
Public Works Director/City Engineer

By   
HENRY GARCIA  
City Manager

APPROVED AS TO FORM:

By   
ROBERT HANSEN  
City Attorney  
PAUL EARLY DCA

ATTEST:  
By   
JANE HALSTEAD  
City Clerk

(SEAL)

Cooperative Agreement  
Moreno Valley MDP Line F, Stage 2  
Project No. 4-0-00752  
12/17/12  
TT:blj

Exhibit A

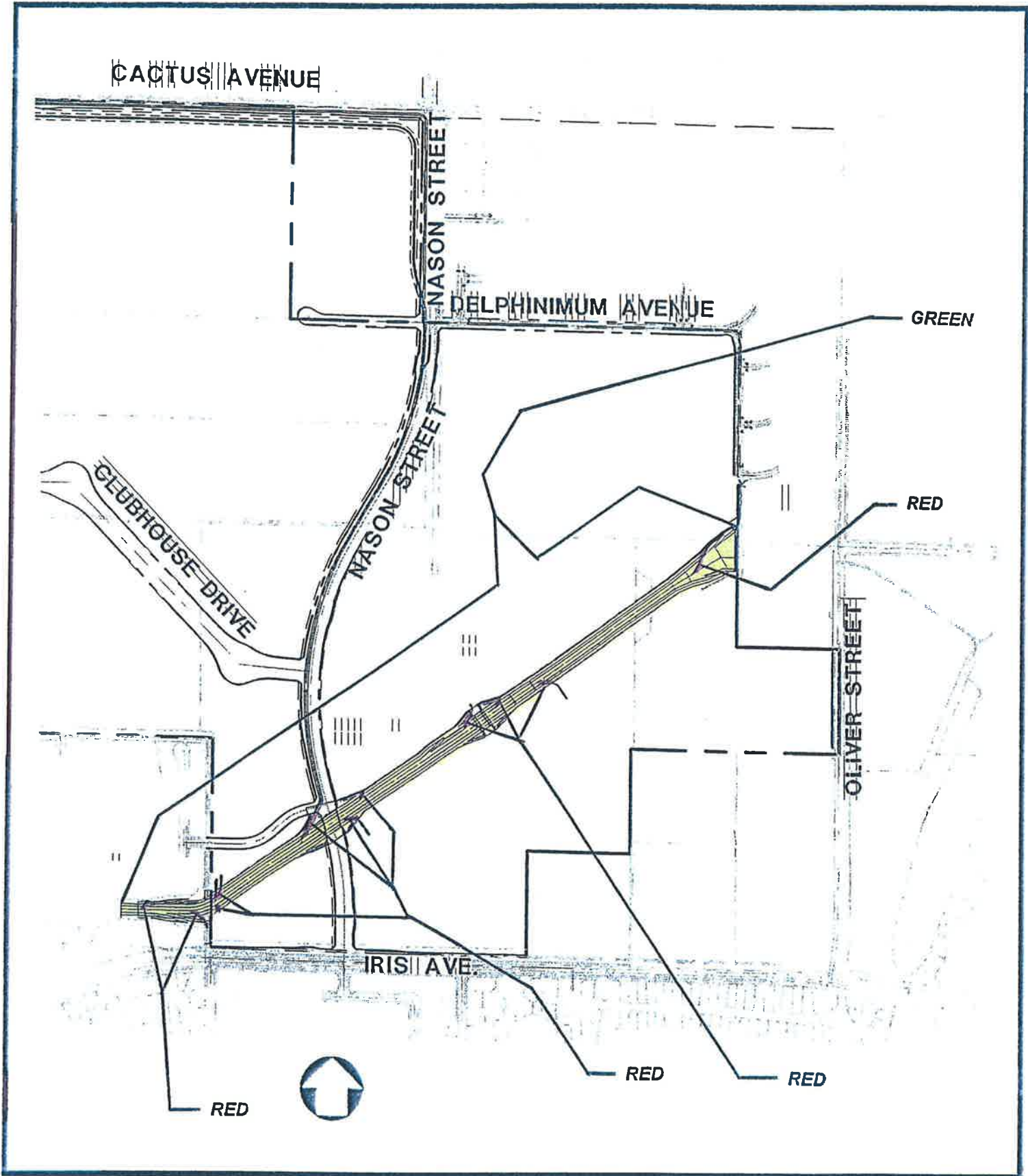


Exhibit B

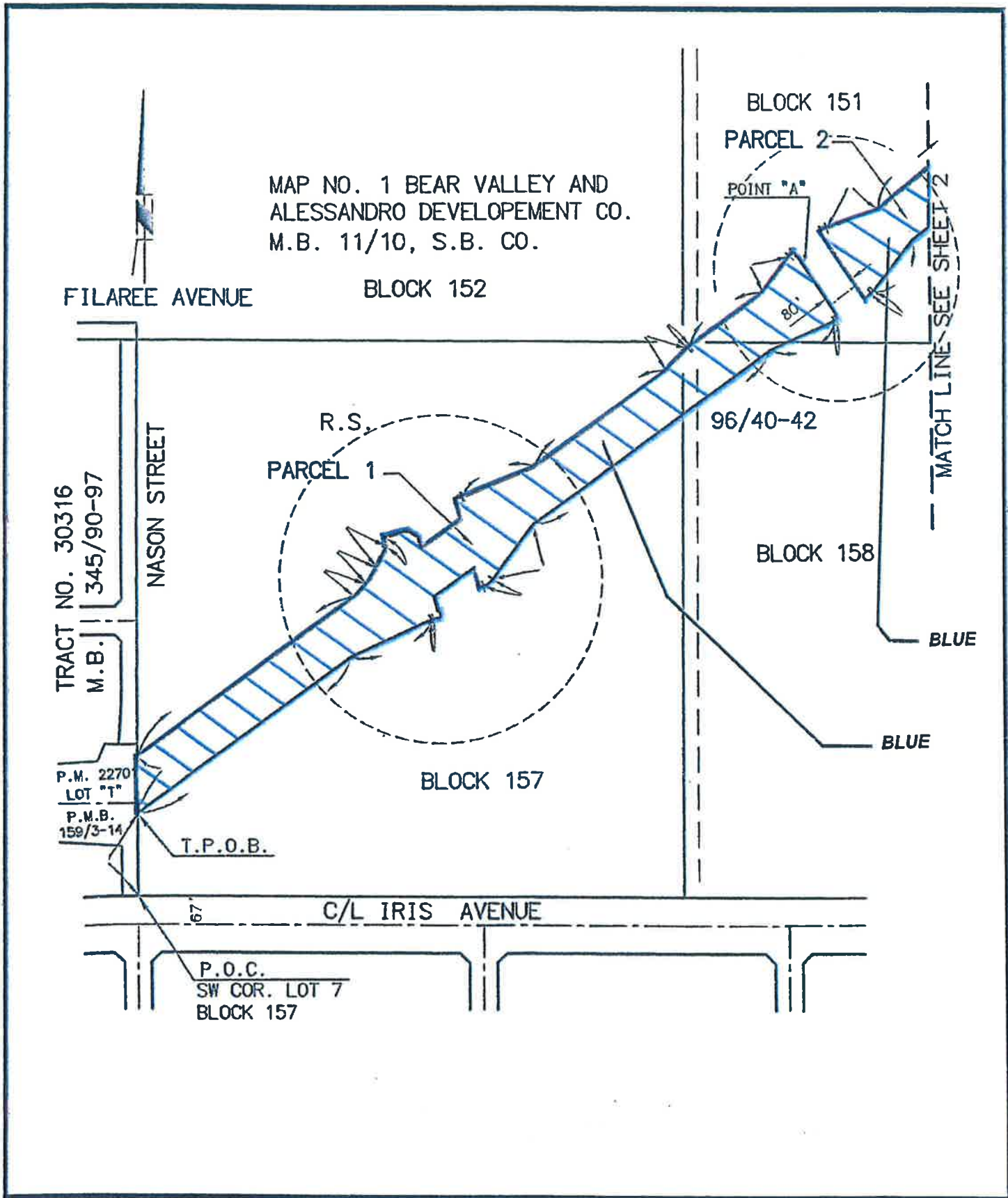


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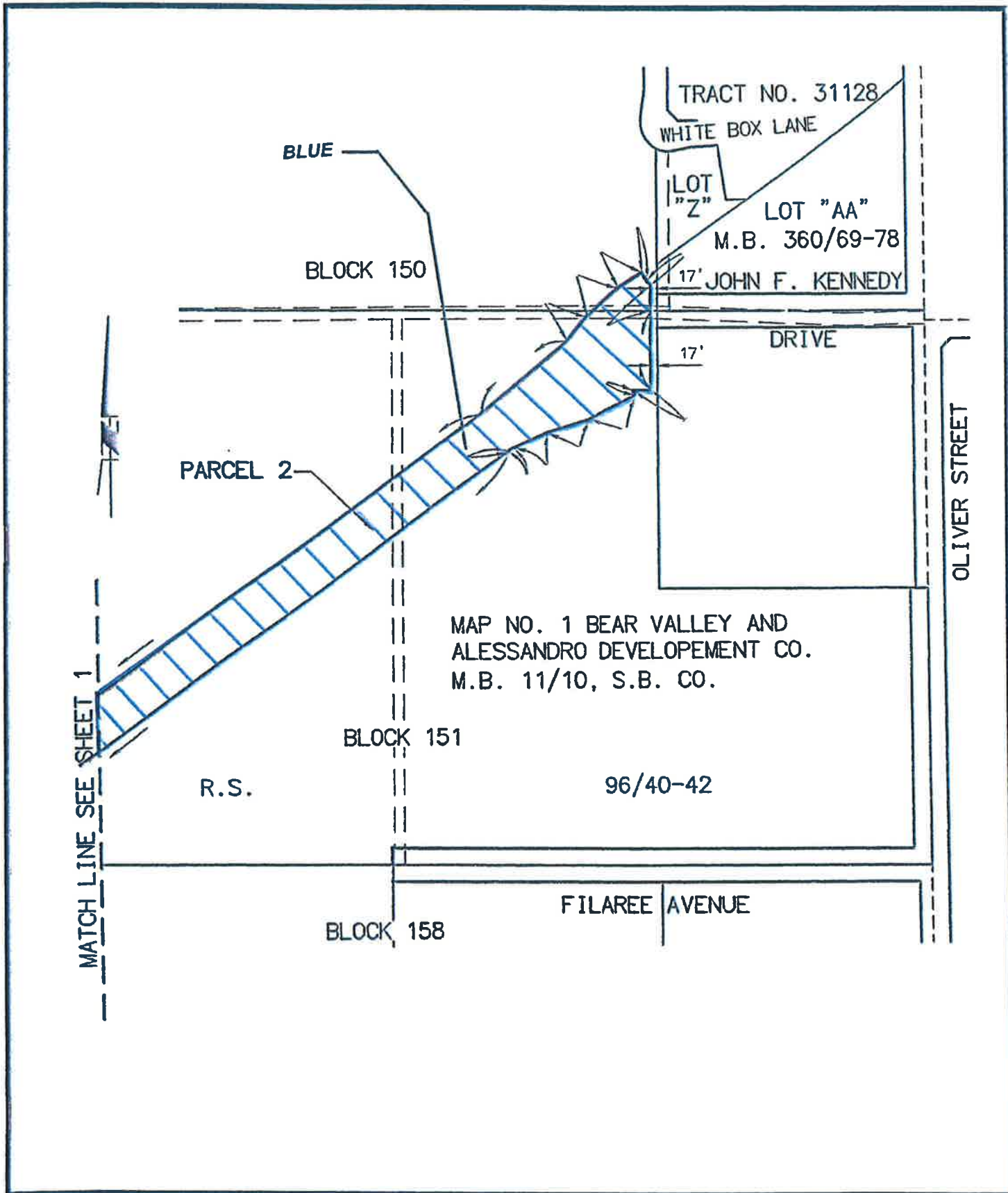


Exhibit B

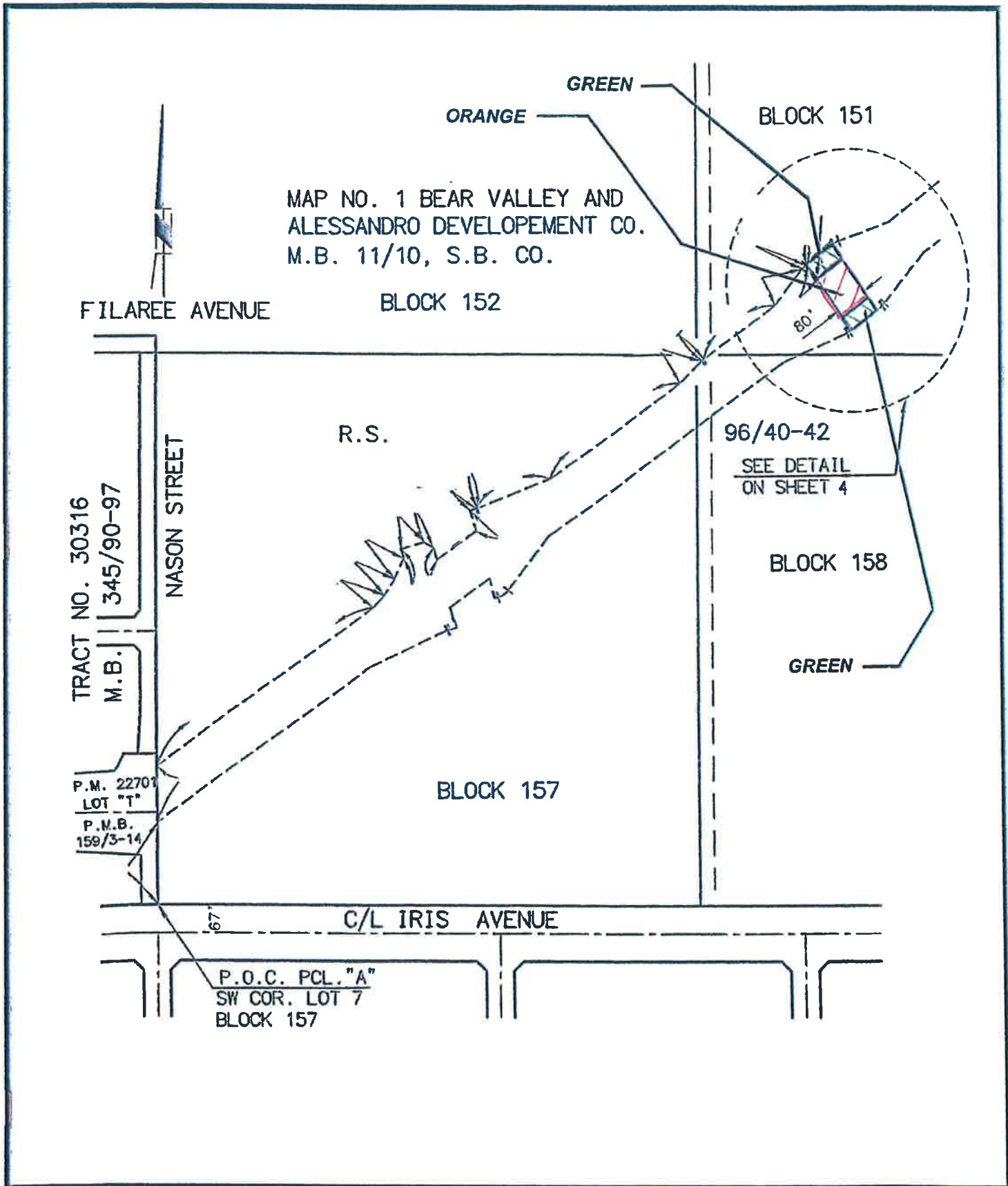


Exhibit B

MAP NO. 1 BEAR VALLEY AND  
ALESSANDRO DEVELOPEMENT CO.  
M.B. 11/10, S.B. CO.

BLOCK 151

CHANNEL "F"  
DRAINAGE EASEMENT

T.P.O.B.

ORANGE

MAP NO. 1 BEAR VALLEY AND  
ALESSANDRO DEVELOPEMENT CO.  
M.B. 11/10, S.B. CO.

BLOCK 151

T.P.O.B.  
PCL. "A"

PARCEL "A"

GREEN

GREEN

80'

POINT "A"  
P.O.C.  
PCL. "B"

PARCEL "B"

ACCESS EASEMENT

T.P.O.B.  
PCL. "B"

Exhibit B

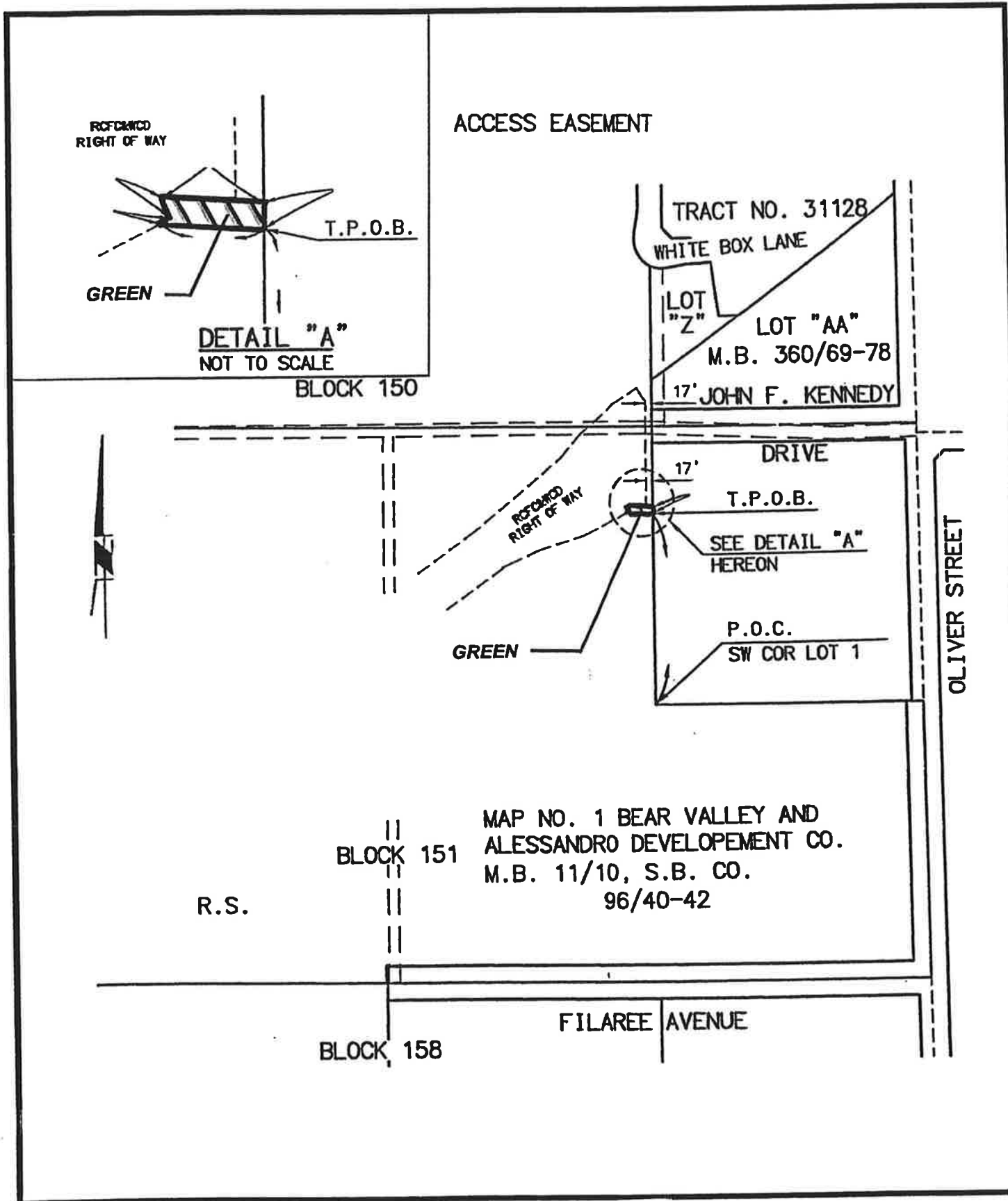


Exhibit B

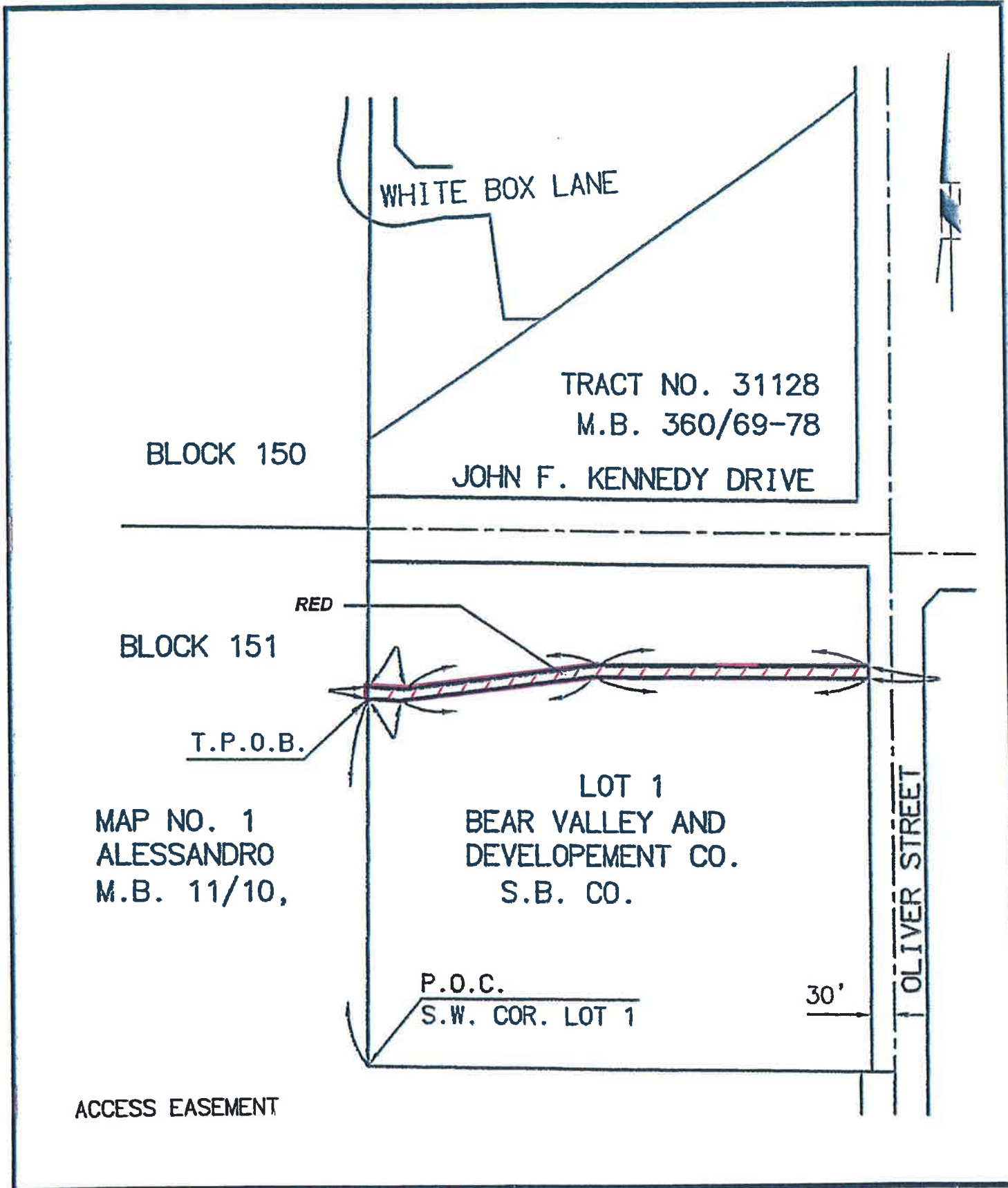




Exhibit B

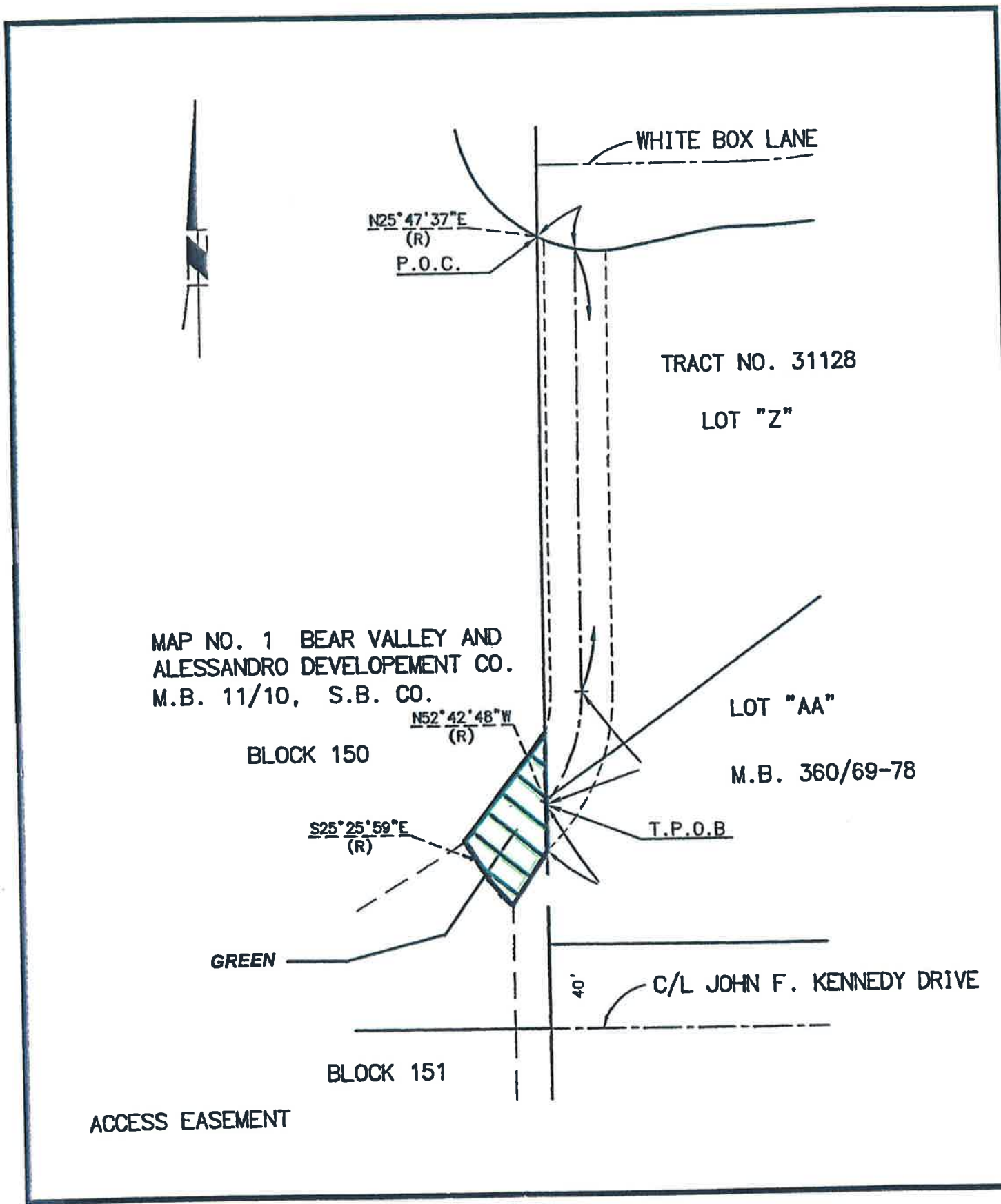


Exhibit B

