

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

912B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

August 31, 2010

SUBJECT: Perris Valley Channel – Lateral A, Stage 2
Project No. 4-0-00008-02
Heacock Street Bridge Replacement
Cooperative Agreement

RECOMMENDED MOTION:

Approve the Cooperative Agreement between the District and the City of Moreno Valley and authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

The Agreement sets forth the terms and conditions by which certain portions of District's Perris Valley Channel – Lateral A, required to be relocated and reconstructed in association with the City's replacement of its Heacock Street bridge, are to be constructed by the City and inspected, operated and maintained by the District.

Continued on Page 2

JPS:blj

Steve Thomas
For WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	N/A	For Fiscal Year:	N/A

SOURCE OF FUNDS: N/A

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY:

Alex Gann
Alex Gann

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: August 31, 2010
xc: Flood

Kecia Harper-Ihem
Clerk of the Board

By: *[Signature]*
Deputy

Prev. Agn. Ref.:

District: 5th

Agenda Number:

11.2

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 3/16/10
NEAL R. KIPNIS DATE

Departmental Concurrence

Policy



Consent



Policy



Consent



Dep't Recomm.:

Per Exec. Ofc.:

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

SUBJECT: Perris Valley Channel – Lateral A, Stage 2
Project No. 4-0-00008-02
Heacock Street Bridge Replacement
Cooperative Agreement

SUBMITTAL DATE: August 31, 2010
Page 2

BACKGROUND:

The Agreement is necessary to provide for District construction inspection of the referenced facilities associated with City's replacement of its Heacock Street bridge. Upon completion of the facilities' construction, the District will assume ownership, operation and maintenance of the reconstructed facilities.

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

The City of Moreno Valley is funding all construction and construction inspection costs. Future operation and maintenance costs will accrue to the District.

JPS:blj

COOPERATIVE AGREEMENT
Perris Valley Channel – Lateral A, Stage 2
(Heacock Street Bridge Replacement)
(Project No. 4-0-00008-02)

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. CITY has proposed to construct a new crossing for Heacock Street over DISTRICT'S Perris Valley Channel Lateral A, hereinafter called "CHANNEL", within the city of Moreno Valley; and

B. Construction of said crossing, as shown on DISTRICT Drawing No. 4-1006, will require (i) the removal and reconstruction of approximately 150 lineal feet of CHANNEL, hereinafter called "NEW CHANNEL", as shown in concept in blue on Exhibit "A" attached hereto and made a part hereof, and (ii) construction of approximately 150 lineal feet of four-cell box culvert, hereinafter called "BRIDGE", as shown in concept in red on Exhibit "A"; and

C. In order to accomplish construction of BRIDGE, CITY is willing to acquire from DISTRICT in fee a portion of DISTRICT'S existing Perris Valley Channel Lateral A right of way for incorporation into the public right of way. Said portion, hereinafter called "TRANSFER PARCEL", is shown in concept cross-hatched in red on Exhibit "B" attached hereto and made a part hereof; and

D. Concurrently with the execution of this Agreement, CITY and DISTRICT anticipate entering into a separate agreement entitled "Purchase and Sales Agreement",

1 hereinafter called "ACQUISITION AGREEMENT", to accomplish the necessary transfer of fee
2 title to CITY; and

3 E. Together, NEW CHANNEL and BRIDGE are hereinafter called
4 "PROJECT"; and

5 F. CITY desires DISTRICT to accept ownership and responsibility for the
6 operation and maintenance of NEW CHANNEL. Therefore, DISTRICT must (i) review and
7 approve CITY'S plans for BRIDGE, (ii) review and approve CITY'S plans and specifications for
8 NEW CHANNEL, and (iii) subsequently inspect the construction of NEW CHANNEL; and

10 G. DISTRICT is willing to (i) review and approve CITY'S plans for BRIDGE,
11 (ii) review and approve CITY'S plans and specifications for NEW CHANNEL, (iii) convey
12 TRANSFER PARCEL to CITY in fee as specified herein, (iv) inspect the construction of NEW
13 CHANNEL, (v) accept ownership and responsibility for the operation and maintenance of NEW
14 CHANNEL, and (vi) accept responsibility for keeping BRIDGE free and clear of sediment and
15 debris provided CITY (i) complies with this Agreement, (ii) pays DISTRICT the amounts
16 specified herein to cover DISTRICT'S plan review and construction inspection costs, (iii) pays
17 DISTRICT the relinquishment fee specified herein for TRANSFER PARCEL, (iv) constructs
18 NEW CHANNEL in accordance with plans and specifications approved by DISTRICT and
19 CITY, (v) obtains all necessary permits, regulatory permits, licenses and rights of entry as set
20 forth herein, and (vi) accepts ownership and responsibility for the operation and maintenance of
21 PROJECT following completion of PROJECT construction until such time as DISTRICT
22 accepts ownership and responsibility for the operation and maintenance of NEW CHANNEL;
23 and

24 H. CITY is willing to (i) accept and hold faithful performance and payment
25 bonds submitted by CITY'S contractor(s) for NEW CHANNEL, (ii) grant DISTRICT the right
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1 to inspect, operate and maintain NEW CHANNEL within CITY rights of way, (iii) grant
2 DISTRICT the rights necessary to keep BRIDGE free and clear of sediment and debris, and (iv)
3 accept ownership and responsibility for the operation and maintenance of the structural integrity
4 of BRIDGE.

5 NOW, THEREFORE, the parties hereto mutually agree as follows:

6
7 SECTION I

8 CITY shall:

9 1. Prepare or cause to be prepared, PROJECT plans and specifications,
10 hereinafter called "IMPROVEMENT PLANS" (including separate plans for NEW CHANNEL,
11 hereinafter called "NEW CHANNEL PLANS", as shown on District Drawing No. 4-1006), at
12 CITY'S sole cost and expense in accordance with DISTRICT and CITY standards, and submit
13 to DISTRICT for review and approval.

14 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic
15 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by
16 DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT
17 PLANS, preparation, review and approval of right of way and conveyance documents, and with
18 the processing and administration of this Agreement.

19 3. Deposit with DISTRICT (Attention: Business Office - Accounts
20 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
21 construction as set forth in Section I.8. herein, the estimated cost of providing construction
22 inspection for NEW CHANNEL, in an amount as determined and approved by DISTRICT in
23 accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any
24 amendments thereto, based upon the estimated bonded value of NEW CHANNEL.
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1 4. Advertise PROJECT for bids upon DISTRICT approval of
2 IMPROVEMENT PLANS.

3 5. Secure, at its sole cost and expense, all necessary licenses, agreements,
4 permits and rights of entry as may be needed for the construction, inspection, operation and
5 maintenance of NEW CHANNEL. CITY shall furnish DISTRICT, at the time of providing
6 written notice to DISTRICT of the start of construction as set forth in Section I.8., with
7 sufficient evidence of CITY having secured such necessary licenses, agreements, permits and
8 rights of entry, as determined and approved by DISTRICT.

9
10 6. Furnish DISTRICT with copies of all permits, approvals or agreements
11 required by any Federal or State resource and/or regulatory agency for the construction,
12 operation and maintenance of NEW CHANNEL. Such documents include but are not limited to
13 those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control
14 Board, California State Department of Fish and Game, and State Water Resources Control
15 Board.

16
17 7. Provide DISTRICT, as part of CITY'S providing written notice to
18 DISTRICT of the start of construction as set forth in Section I.8., with copies of CITY'S
19 Notice(s) of Acceptance of faithful performance and payment bonds provided by CITY'S
20 contractor(s), the faithful performance bond being in the amount of one hundred percent (100%)
21 of the estimated cost for construction of NEW CHANNEL as determined by DISTRICT and the
22 material and labor payment bond being in the amount of fifty percent (50%) of the estimated
23 cost for construction of NEW CHANNEL as determined by DISTRICT. The surety, amount
24 and form of the bonds shall be subject to the approval of DISTRICT and CITY. The bonds shall
25 remain in full force and effect until NEW CHANNEL is accepted by DISTRICT as complete; at
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1 which time the faithful performance bond amount may be reduced to ten percent (10%) for a
2 period of one year to guarantee against any defective work, labor or materials.

3 8. Notify DISTRICT in writing (Attention: Administrative Services Section),
4 at least twenty (20) days prior to the start of construction of NEW CHANNEL. Construction
5 shall not begin on any element of NEW CHANNEL, for any reason whatsoever, until
6 DISTRICT has issued to CITY a written Notice to Proceed authorizing CITY to commence
7 construction of NEW CHANNEL.
8

9 9. Acquire TRANSFER PARCEL from DISTRICT and pay DISTRICT a
10 relinquishment fee of \$10,000 in accordance with the terms of ACQUISITION AGREEMENT.

11 10. Construct PROJECT pursuant to a CITY awarded and administered public
12 works contract.

13 11. Supervise and inspect all aspects of PROJECT construction.

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

19 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
20 the start of construction as set forth in Section I.8., with a complete list of all contractors and
21 subcontractors to be performing work on NEW CHANNEL, including the corresponding license
22 number and license classification of each. At such time, CITY shall further identify in writing
23 its designated superintendent for NEW CHANNEL construction.
24

25 14. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
26 the start of construction as set forth in Section I.8., a construction schedule which shall show the
27 order and dates in which CITY or CITY'S contractor(s) proposes to carry on the various parts of
28

1 work, including estimated start and completion dates. As construction of NEW CHANNEL
2 progresses, CITY shall update said construction schedule as requested by DISTRICT.

3 15. Furnish DISTRICT with final mylar NEW CHANNEL PLANS and assign
4 their ownership to DISTRICT at the time DISTRICT approves and signs said final mylar
5 IMPROVEMENT PLANS, and prior to the start of NEW CHANNEL construction.
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7 16. Not permit any change to or modification of IMPROVEMENT PLANS
8 without the prior written permission and consent of DISTRICT.

9 17. Comply with all Cal/OSHA safety regulations including regulations
10 concerning confined space and maintain a safe working environment for CITY and DISTRICT
11 employees on the site.
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13 18. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
14 the start of construction as set forth in Section I.8., a confined space entry procedure specific to
15 PROJECT. The procedure shall comply with requirements contained in California Code of
16 Regulations, Title 8 Section 5158, Other Confined Space Operations, Section 5157, Permit
17 Required Confined Space and DISTRICT Confined Space Procedures, SOM-18. The procedure
18 shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.
19

20 19. During the construction period of NEW CHANNEL, provide Workers'
21 Compensation Insurance in an amount required by law. A certificate of said insurance policy
22 shall be provided to DISTRICT at the time of providing written notice pursuant to Section I.8.

23 20. Commencing on the date notice is given pursuant to Section I.8. and
24 continuing until DISTRICT accepts NEW CHANNEL for ownership, operation and
25 maintenance:

26 (a) Provide and maintain or cause its contractor(s) to provide and
27 maintain comprehensive liability insurance coverage which shall
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1 protect CITY from claim from damages for personal injury,
2 including accidental and wrongful death, as well as from claims for
3 property damage which may arise from CITY'S construction of
4 PROJECT or the performance of its obligations hereunder, whether
5 such construction or performance be by CITY, by any of its
6 contractors, subcontractors, or by anyone employed directly or
7 indirectly by any of them. Such insurance shall name DISTRICT
8 and the County of Riverside as additional insureds with respect to
9 this Agreement and the obligations of CITY hereunder. Such
10 insurance shall provide for limits of not less than two million dollars
11 (\$2,000,000) per occurrence.
12

- 13 (b) Cause its insurance carrier(s) or its contractor's insurance carrier(s),
14 who shall be authorized by the California Department of Insurance to
15 transact the business of insurance in the State of California, to
16 furnish DISTRICT and the County of Riverside at the time of
17 providing written notice to DISTRICT of the start of construction as
18 set forth in Section I.8., with certificate(s) of insurance and
19 applicable policy endorsements showing that such insurance is in full
20 force and effect and that DISTRICT and the County of Riverside are
21 named as additional insureds with respect to this Agreement and the
22 obligations of CITY hereunder. Further, said certificate(s) shall state
23 that the issuing company shall give DISTRICT and the County of
24 Riverside sixty (60) days written notice in the event of any
25 cancellation, termination, non-renewal or reduction in coverage of
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1 the policies evidenced by the certificate(s). In the event of any such
2 cancellation, termination, non-renewal or reduction in coverage,
3 CITY shall, forthwith, secure replacement insurance meeting the
4 provisions of this paragraph.

5 Failure to maintain the insurance required by this paragraph shall be
6 deemed a material breach of this Agreement and shall authorize and constitute authority for
7 DISTRICT, at its sole discretion, to proceed to perform the remaining work pursuant to Section
8 III.2.
9

10 21. Construct or cause to be constructed, PROJECT at CITY'S sole cost and
11 expense in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

12 22. Within two (2) weeks of completing PROJECT construction, provide
13 DISTRICT with written notice (Attention: Contract Administration Section) that PROJECT
14 construction is substantially complete and requesting that DISTRICT conduct a final inspection
15 of NEW CHANNEL.
16

17 23. Upon completion of PROJECT construction, provide DISTRICT with a
18 copy of CITY'S Notice of Completion.

19 24. Accept ownership and sole responsibility for the operation and maintenance
20 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation
21 and maintenance of NEW CHANNEL. Further, it is mutually understood by the parties hereto
22 that prior to DISTRICT acceptance of ownership and responsibility for the operation and
23 maintenance of NEW CHANNEL, PROJECT shall be in a satisfactorily maintained condition as
24 solely determined by DISTRICT. CITY shall continue thereafter to own and have sole
25 responsibility for operating and maintaining the structural integrity of BRIDGE.
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1 25. Grant DISTRICT, by execution of this Agreement, the rights to (i) keep
2 BRIDGE free and clear of sediment and debris, and (ii) construct, inspect, operate and maintain
3 NEW CHANNEL within CITY rights of way.

4 26. Pay, if suit is brought upon this Agreement or any bond guaranteeing the
5 completion of NEW CHANNEL, all costs and reasonable expenses and fees, including
6 reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs,
7 expenses and fees shall be computed as costs and included in any judgment rendered.
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9 27. Upon completion of construction of PROJECT, but prior to DISTRICT
10 acceptance of NEW CHANNEL for ownership, operation and maintenance, CITY'S civil
11 engineer of record or construction civil engineer of record, duly registered in the State of
12 California, shall provide DISTRICT a redlined "record drawing" copy of IMPROVEMENT
13 PLANS for NEW CHANNEL. After DISTRICT approval of the redlined "record drawing"
14 drawings, CITY'S engineer shall schedule with DISTRICT a time to (i) transfer the redlined
15 changes onto DISTRICT'S original mylars and (ii) incorporate changes to DISTRICT'S Perris
16 Valley Channel – Lateral A plans (District Drawing No. 4-617) at DISTRICT'S office, after
17 which the engineer shall review, stamp and sign the original NEW CHANNEL PLANS
18 "RECORD DRAWING". Also, prior to DISTRICT acceptance of NEW CHANNEL for
19 ownership, operation and maintenance, CITY shall provide DISTRICT with mylar copies of
20 CITY'S "RECORD DRAWING" copy of PROJECT IMPROVEMENT PLANS.
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23 28. Ensure that all work performed pursuant to this Agreement by CITY, its
24 agents or contractors is done in accordance with all applicable laws and regulations, including
25 but not limited to all applicable provisions of the Labor Code, Business and Professions Code,
26 and Water Code. CITY shall be solely responsible for all costs associated with compliance with
27 applicable laws and regulations.
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SECTION II

DISTRICT shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of NEW CHANNEL construction.
2. Convey TRANSFER PARCEL to CITY in accordance with the terms of ACQUISITION AGREEMENT.
3. Inspect NEW CHANNEL construction. However, DISTRICT shall provide any comments to CITY personnel who shall be solely responsible for all quality control communications with CITY'S contractor(s) during construction of PROJECT.
4. Grant CITY, by execution of this Agreement, the right to construct, inspect, operate and maintain those portions of BRIDGE, if any, which extend beyond TRANSFER PARCEL into DISTRICT'S Perris Valley Channel - Lateral A right of way.
5. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the preparation, review and approval of right of way and conveyance documents and the processing and administration of this Agreement.
6. Keep an accurate accounting of all DISTRICT construction inspection costs, and within forty-five (45) days after DISTRICT acceptance of NEW CHANNEL as being complete, submit a final cost statement to CITY. If the deposit, as set forth in Section I.3. exceeds such costs, DISTRICT shall reimburse CITY the excess amount within sixty (60) days after DISTRICT acceptance of NEW CHANNEL as being complete. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit, CITY shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to complete inspection of NEW CHANNEL, within thirty (30) days after receipt of billing from DISTRICT.

7. Accept ownership and sole responsibility for the operation and maintenance of NEW CHANNEL and for keeping BRIDGE free and clear of debris and sediment upon (i) CITY acceptance of PROJECT construction as being complete, (ii) DISTRICT determination upon final inspection that PROJECT is in a satisfactorily maintained condition.

SECTION III

It is further mutually agreed:

1. All work involved with NEW CHANNEL shall be inspected by DISTRICT and shall not be deemed complete until approved and accepted in writing as complete by DISTRICT.

2. CITY shall complete construction of NEW CHANNEL within twelve (12) consecutive months after execution of this Agreement and within two hundred fifty (250) consecutive calendar days after commencing work on NEW CHANNEL. It is expressly understood that since time is of the essence in this Agreement, failure of CITY to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work. In which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

3. DISTRICT shall endeavor to issue CITY a Notice to Proceed within twenty (20) days of receipt of CITY'S complete written notice as set forth in Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

In the event CITY wishes to expedite issuance of a Notice to Proceed, CITY may elect to furnish an independent qualified construction inspector at CITY'S sole cost and expense. CITY shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the

1 individual's qualifications and experience and, upon approval thereof, said individual,
2 hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT'S behalf
3 on all NEW CHANNEL construction and quality control matters. If CITY'S initial construction
4 inspection deposit furnished pursuant to Section I.3. exceeds ten thousand dollars (\$10,000.00),
5 DISTRICT shall refund to CITY up to eighty percent (80%) of CITY'S initial inspection deposit
6 within forty-five (45) days of DISTRICT'S approval of DEPUTY INSPECTOR; however, a
7 minimum balance of ten thousand dollars (\$10,000.00) shall be retained on account.
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9 4. NEW CHANNEL construction work shall be on a five (5) day, forty (40)
10 hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays,
11 unless otherwise approved in writing by DISTRICT. If CITY feels it is necessary to work more
12 than the normal forty (40) hour work week or on holidays, CITY shall make a written request
13 for permission from DISTRICT to work the additional hours. The request shall be submitted to
14 DISTRICT at least seventy-two (72) hours prior to the requested additional work hours and state
15 the reasons for the overtime and the specific time frames required. The decision of granting
16 permission for overtime work shall be made by DISTRICT at its sole discretion and shall be
17 final. If permission is granted by DISTRICT, CITY will be charged the cost incurred at the
18 overtime rates for additional inspection time required in connection with the overtime work in
19 accordance with Ordinance Nos. 671 and 749, including any amendments thereto, of the County
20 of Riverside.
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23 5. DISTRICT and CITY each pledge to cooperate in regard to the operation
24 and maintenance of their respective facilities as set forth herein and to discharge their respective
25 maintenance responsibilities in an expeditious fashion so as to avoid the creation of any
26 nuisance condition or undue maintenance impact upon the others facilities.
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1 6. CITY shall indemnify, defend, save and hold harmless DISTRICT and
2 County of Riverside (including their respective officers, districts, special districts and
3 departments, their respective directors, officers, Board of Supervisors, elected and appointed
4 officials, employees, agents, representatives, independent contractors, and subcontractors) from
5 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of
6 or in any way relating to CITY (including its officers, employees, agents, representatives,
7 independent contractors, and subcontractors) actual or alleged acts or omissions related to this
8 Agreement, performance under this Agreement, or failure to comply with the requirements of
9 this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
10 payment of attorney's fees or (d) any other element of any kind or nature whatsoever.
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12 DISTRICT shall indemnify, defend, save and hold harmless CITY
13 (including its officers, employees, agents, representatives, independent contractors, and
14 subcontractors) from any liabilities, claim, damage, proceeding or action, present or future,
15 based upon, arising out of or in any way relating to DISTRICT (including its officers, Board of
16 Supervisors, elected and appointed officials, employees, agents, representatives, independent
17 contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement,
18 performance under this Agreement, or failure to comply with the requirements of this
19 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
20 payment of attorney's fees or (d) any other element of any kind or nature whatsoever.
21

22 7. CITY shall defend, indemnify and hold DISTRICT and the County of
23 Riverside free and harmless from and against any and all damages, costs, liabilities and claims
24 (including, without limitation, reasonable attorneys' fees) arising in any way from DISTRICT'S
25 performance of inspection services as set forth herein.
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1 8. Any waiver by DISTRICT or by CITY of any breach of any one or more of
2 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
3 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to
4 require exact, full and complete compliance with any terms of this Agreement shall not be
5 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from
6 enforcement hereof.
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8 9. If any provision in this Agreement is held by a court of competent
9 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
10 continue in full force without being impaired or invalidated in any way.

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

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

15
16 RIVERSIDE COUNTY FLOOD CONTROL
17 AND WATER CONSERVATION DISTRICT
18 1995 Market Street
19 Riverside, CA 92501

CITY OF MORENO VALLEY
Post Office Box 88005
Moreno Valley, CA 92552-0805
Attn: Chris A. Vogt

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

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

3 14. The rights and obligations of CITY shall inure to and be binding upon all
4 heirs, successors and assignees.

5 15. CITY shall not assign or otherwise transfer any of its rights, duties or
6 obligations hereunder to any person or entity without the written consent of the other parties
7 hereto being first obtained. In the event of any such transfer or assignment, CITY expressly
8 understands and agrees that it shall remain liable with respect to any and all of the obligations
9 and duties contained in this Agreement.
10

11 16. This Agreement is intended by the parties hereto as a final expression of
12 their understanding with respect to the subject matter hereof and as a complete and exclusive
13 statement of the terms and conditions thereof and supersedes any and all prior and
14 contemporaneous agreements and understandings, oral or written, in connection therewith. This
15 Agreement may be changed or modified only upon the written consent of the parties hereto.
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17 //

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

AUG 31 2010

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By Steve Thomas
 For WARREN D. WILLIAMS
 General Manager-Chief Engineer

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

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

APPROVED AS TO FORM:

PAMELA J. WALLS
 County Counsel

By Neal Kipnis
 NEAL KIPNIS
 Deputy County Counsel

ATTEST:

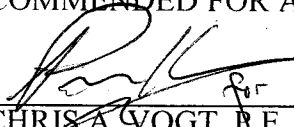
KECIA HARPER-IHEM
 Clerk of the Board

By Kecia Harper-Ihem
 Deputy


(SEAL)

Cooperative Agreement: Heacock Street Bridge
 Perris Valley Channel Lateral A
 JPS:blj
 3/16/10

1 RECOMMENDED FOR APPROVAL:

2 By  7/22/10
3 CHRIS A. VOGT, P.E.
4 Public Works Director/City Engineer

CITY OF MORENO VALLEY

By  #26-10
WILLIAM BOPF
Interim City Manager

5 APPROVED AS TO FORM:

6
7 By 
8 ROBERT HANSEN
City Attorney

ATTEST:

By _____
JANE HALSTEAD
City Clerk

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25 Cooperative Agreement: Heacock Street Bridge
26 Perris Valley Channel Lateral A
AD:blj
5/6/10

Exhibit A

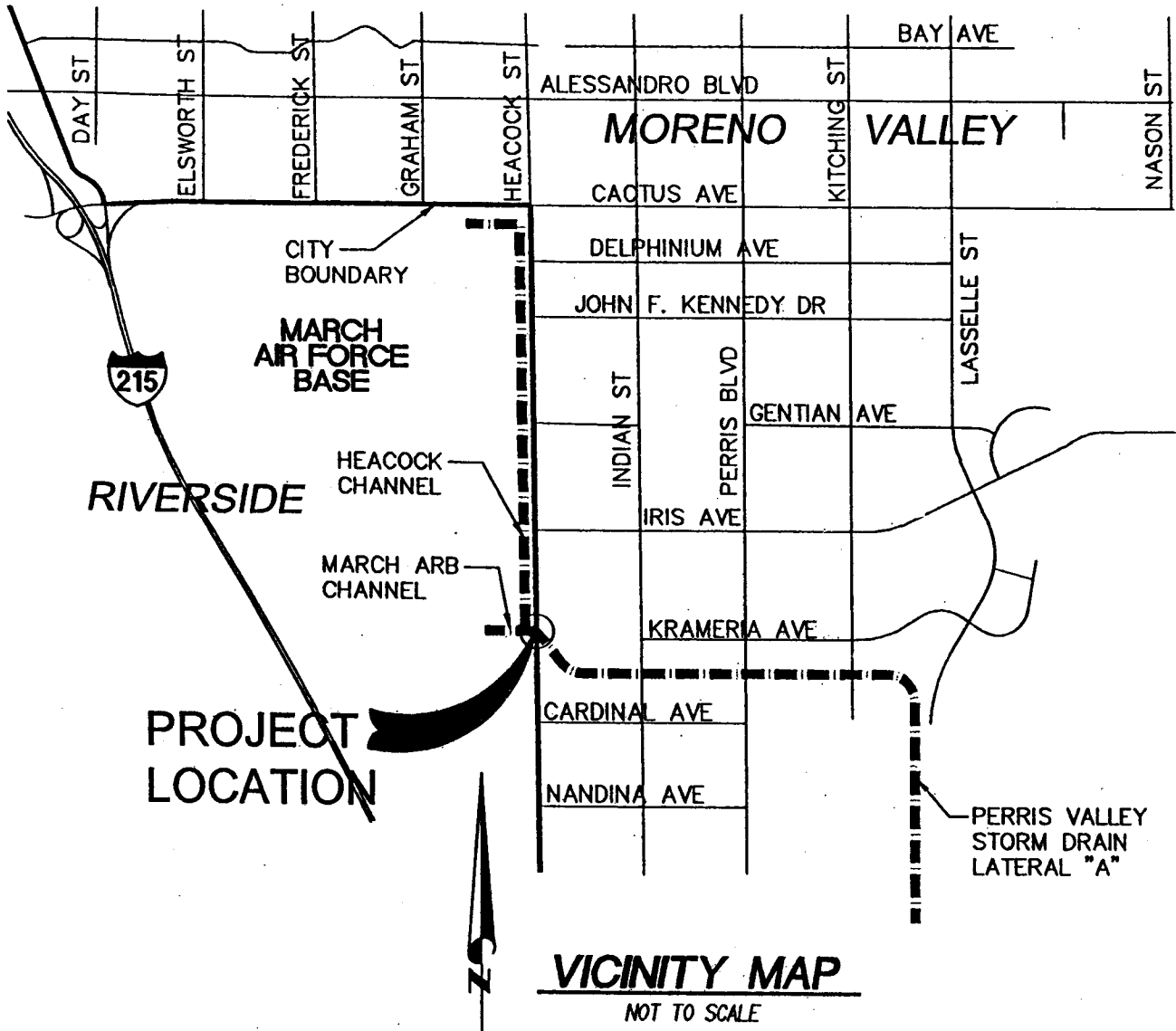


Exhibit A

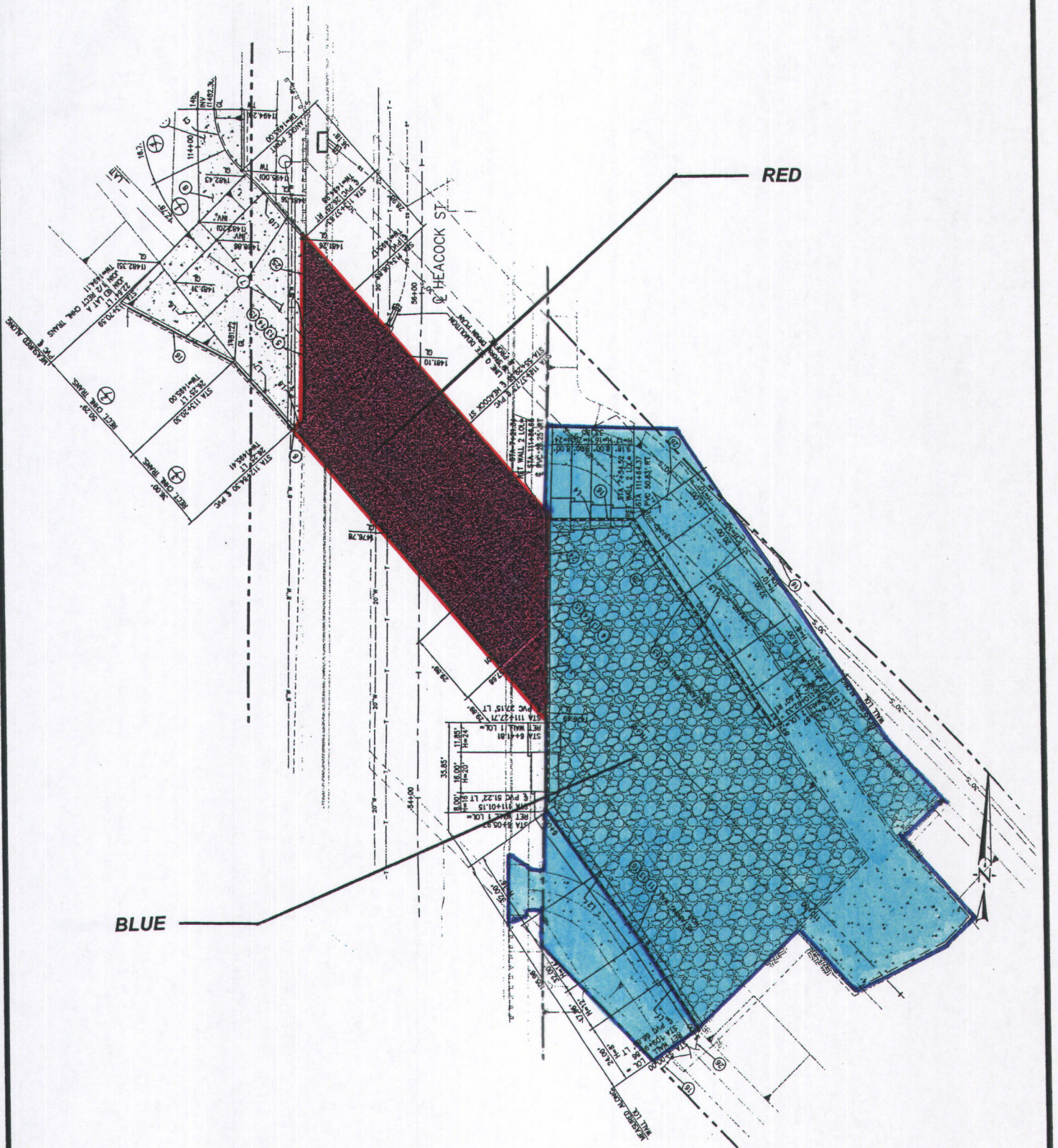
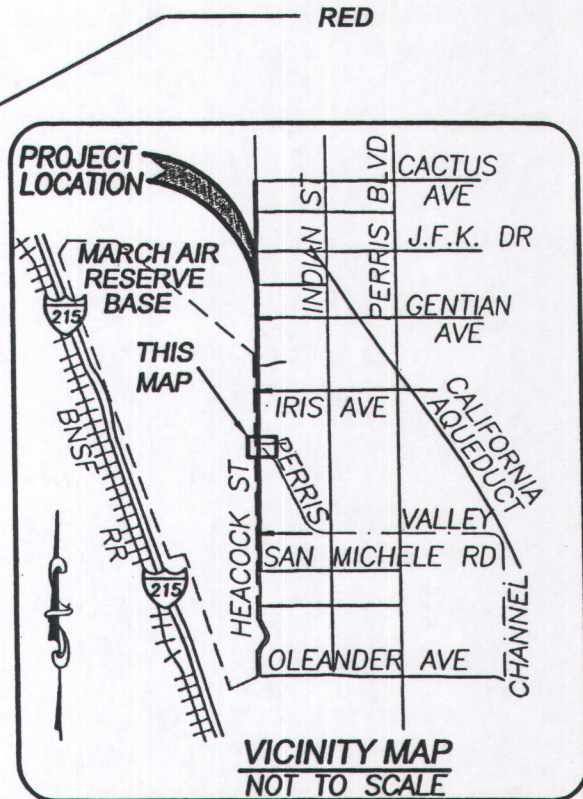
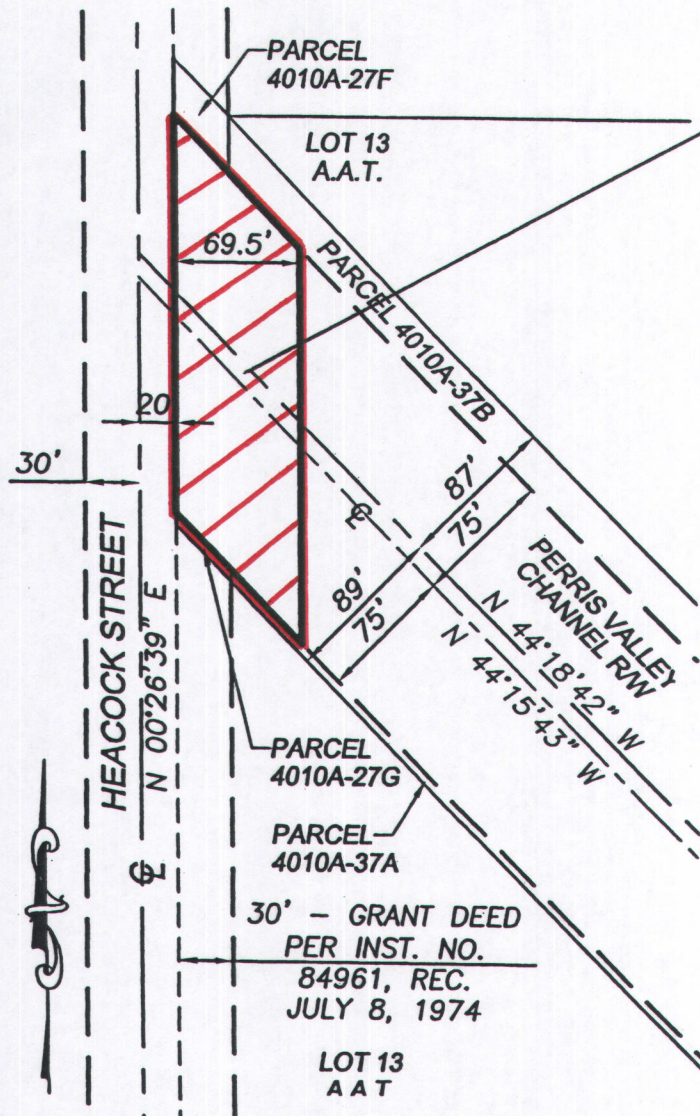


Exhibit B



LEGEND



LIMITS OF EASEMENT



RIGHT OF WAY



STREET CENTERLINE

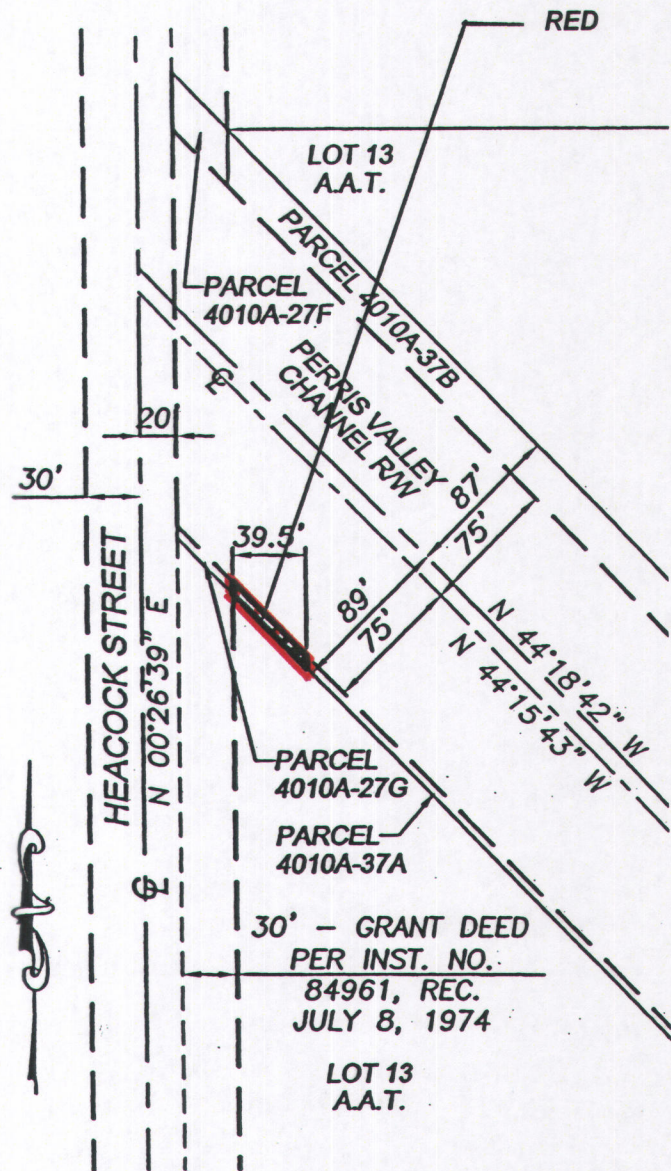
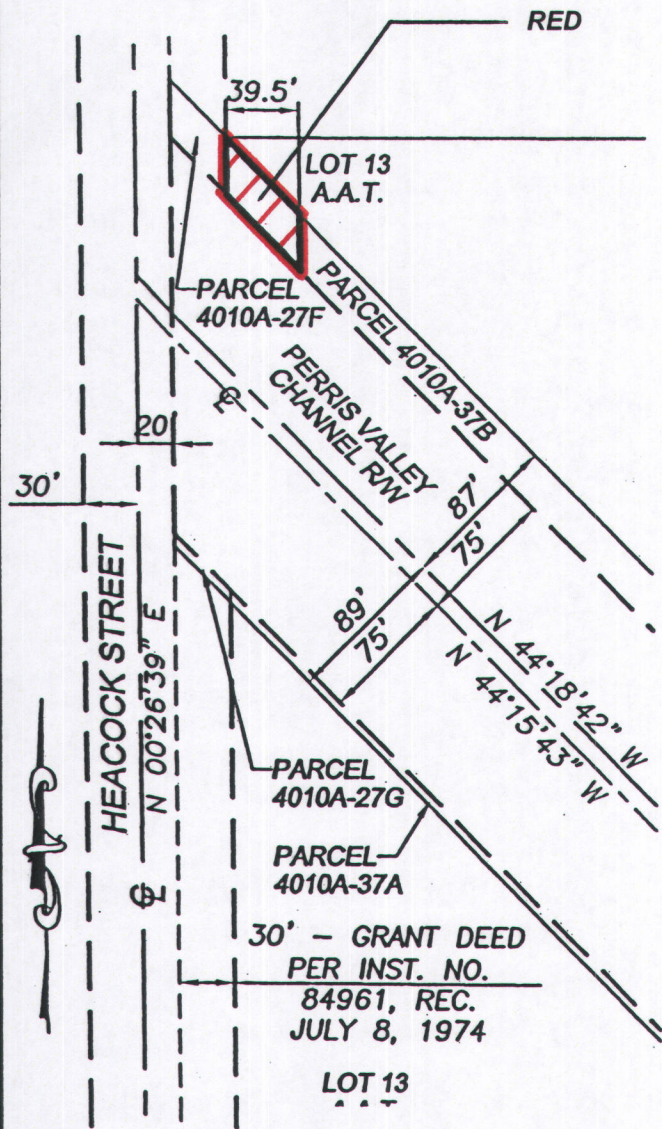


EXISTING GRANT DEED BOUNDARY



EXISTING LOT LINE

Exhibit B



LEGEND



LIMITS OF ACQUISITION



RIGHT OF WAY



STREET CENTERLINE



EXISTING GRANT DEED BOUNDARY



EXISTING LOT LINE

Cooperative Agreement
Heacock Street Bridge