



510B

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

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
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	N/A	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Annual Net District Cost:	\$1,000,000	For Fiscal Year:	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	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Michael R. Shetler

County Executive Office Signature

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

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Benoit and Ashley
Nays: None
Absent: Tavaglione and Stone
Date: July 17, 2012
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

FISCAL PROCEDURES APPROVED
 MAAN M. SHAMAD, FINANCE DIRECTOR
 BY:
 DEANINE J. REY
 FORM APPROVED COUNTY COUNSEL
 BY:
 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 8. Advertise, award and administer a public works construction contract for
14 PROJECT at its sole cost and expense.

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

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

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

17 23. Within two (2) weeks of completing PROJECT construction, provide
18 DISTRICT with written notice (Attention: Contract Administration Section) that PROJECT
19 construction is substantially complete and requesting that DISTRICT conduct a final inspection
20 of LINE D, STAGE 2. Further, it is mutually understood by the parties hereto that prior to
21 DISTRICT acceptance of ownership and responsibility for the operation and maintenance of
22 LINE D, STAGE 2, PROJECT shall be in a satisfactorily maintained condition as solely
23 determined by DISTRICT. If, in the sole discretion of DISTRICT, LINE D, STAGE 2 is not in
24 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.
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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.
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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 10. Any waiver by DISTRICT or CITY of any breach of any one or more of
15 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
16 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to
17 require exact, full and complete compliance with any terms of this Agreement shall not be
18 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from
19 enforcement hereof.

20 11. In the event of any arbitration, action or suit brought by either CITY or
21 DISTRICT against the other party by reason of any breach on the part of the other party of any
22 of the covenants and agreements set forth in this Agreement, or any other dispute between
23 DISTRICT and CITY concerning this Agreement, the prevailing party in any such action or
24 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
10 AND WATER CONSERVATION DISTRICT
11 1995 Market Street
12 Riverside, CA 92501
13 Attn: Administrative Services Section

CITY OF MURRIETA
1 Town Square,
24601 Jefferson Avenue
Murrieta, CA 92562
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.
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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.

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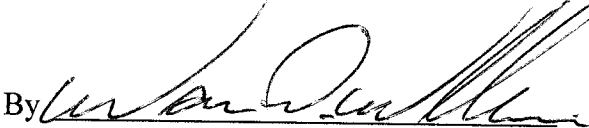
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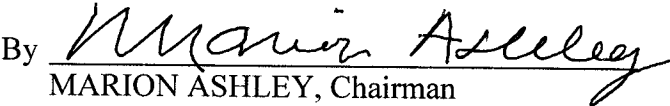
JUL 17 2012

(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

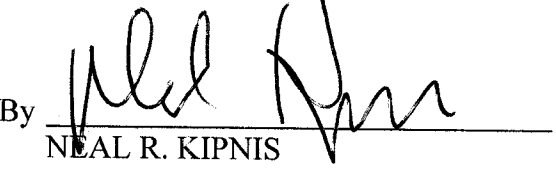
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

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:bjj

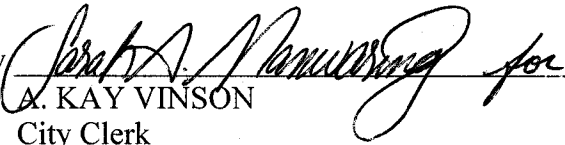
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CITY OF MURRIETA

By 
DOUGLAS R. MCALLISTER
Mayor

ATTEST:

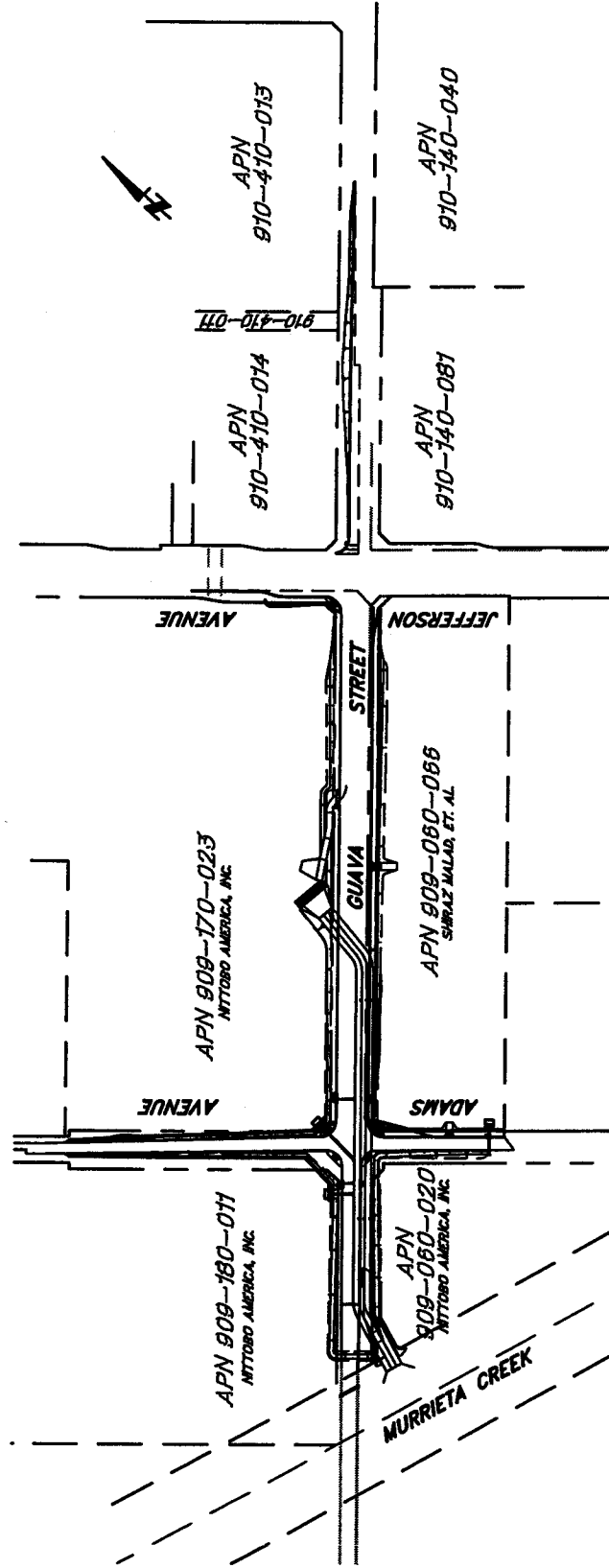
By 
A. KAY VINSON
City Clerk

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



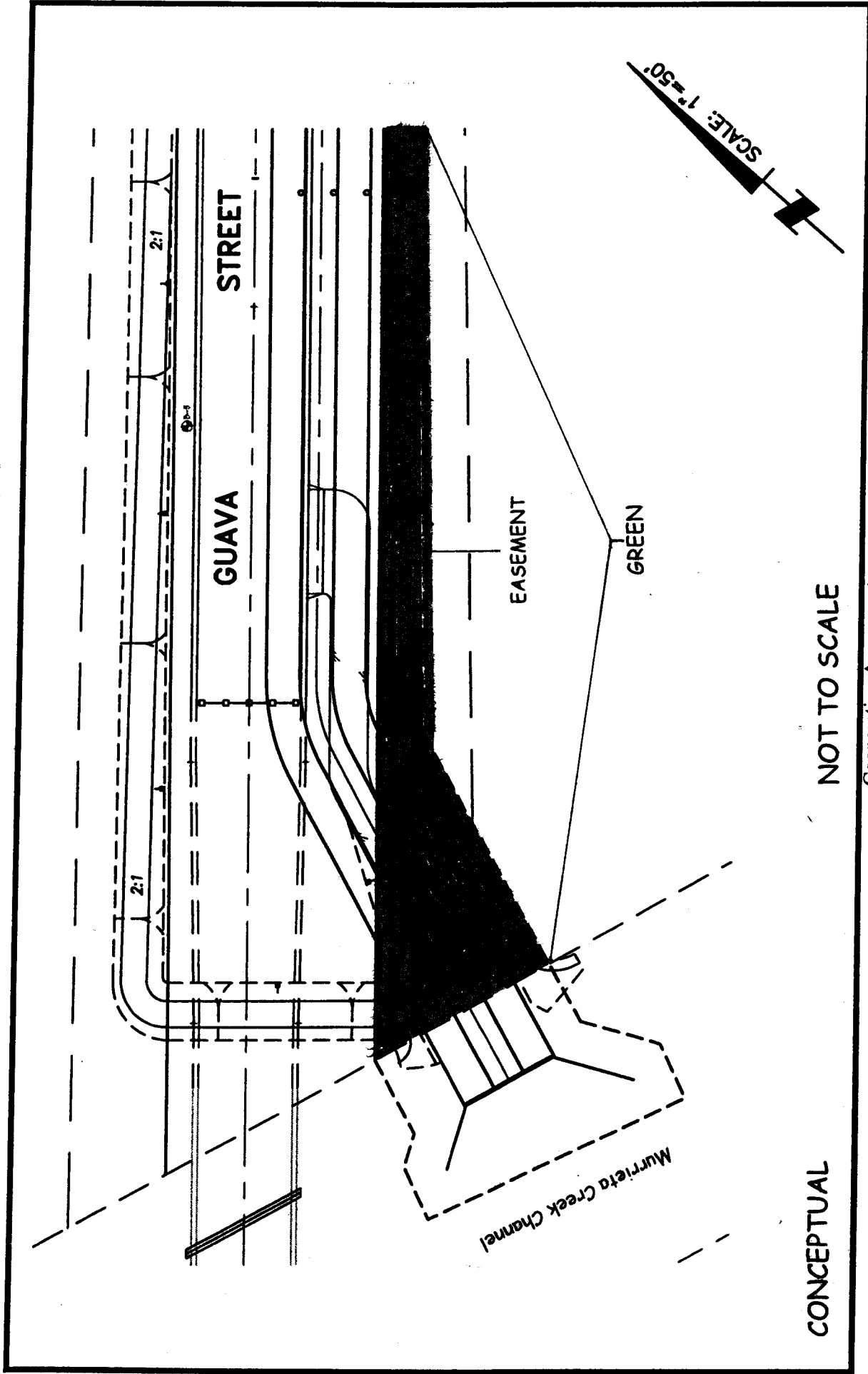
NOT TO SCALE

INDEX MAP

CONCEPTUAL

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

EXHIBIT A

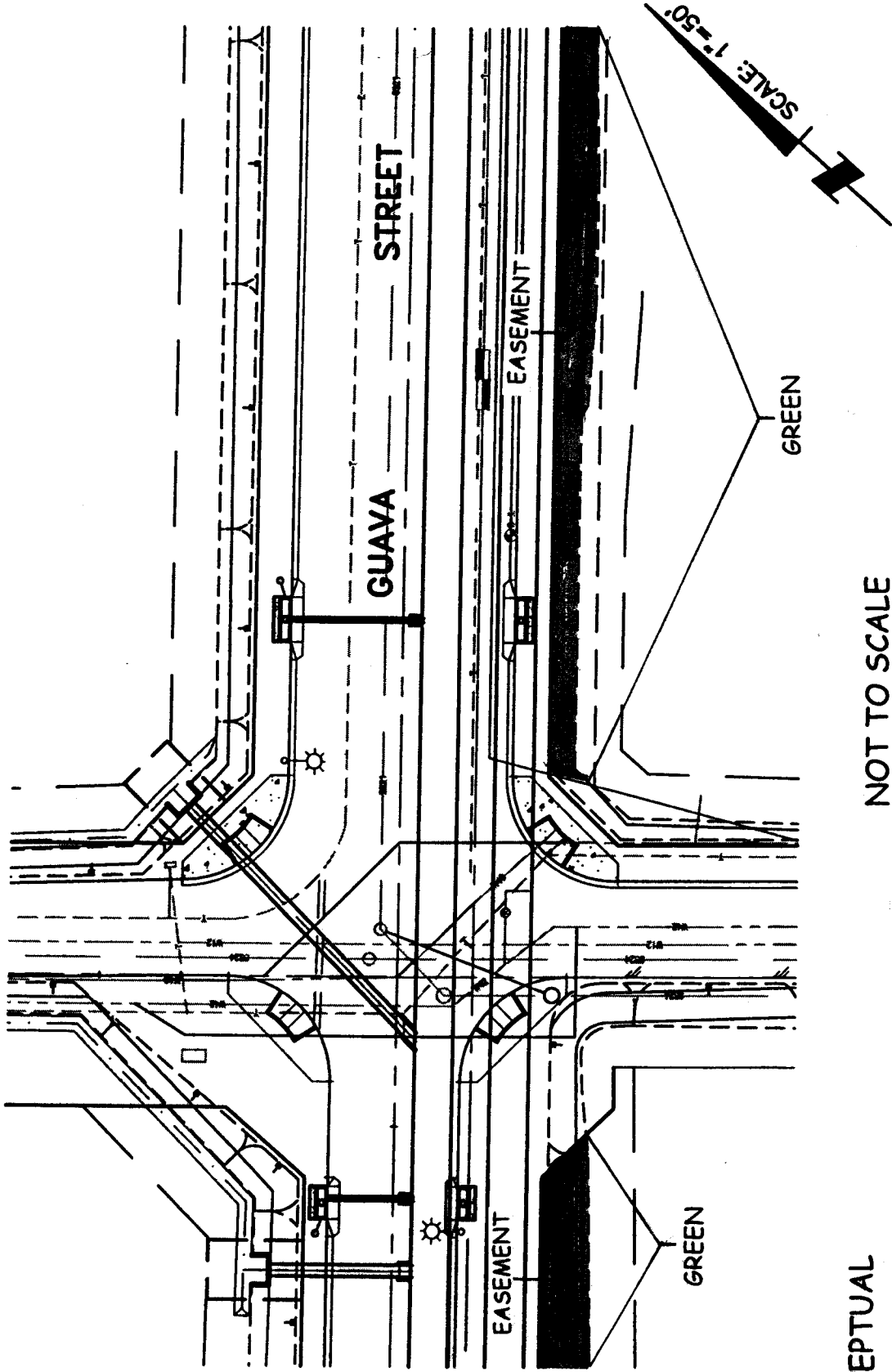


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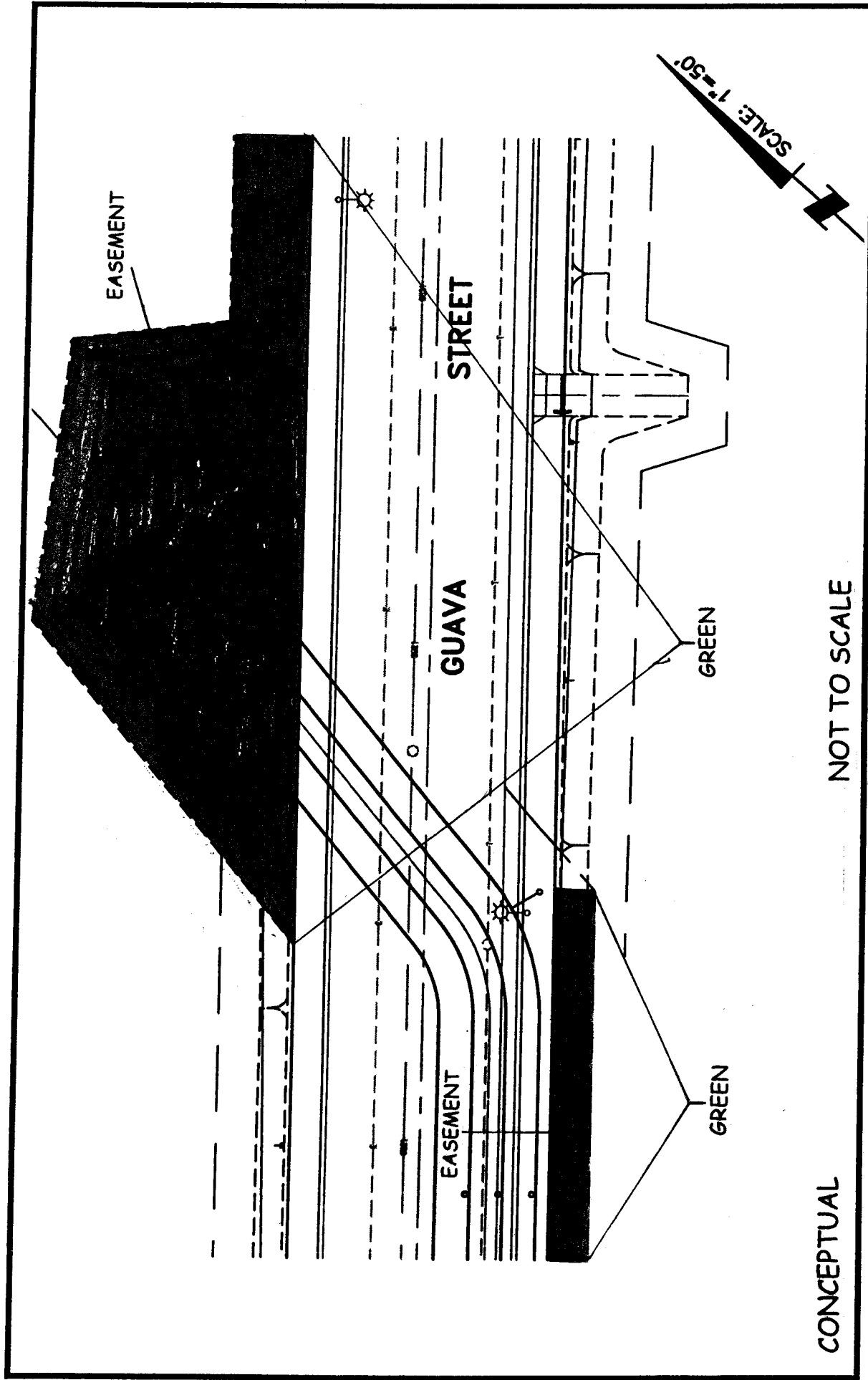


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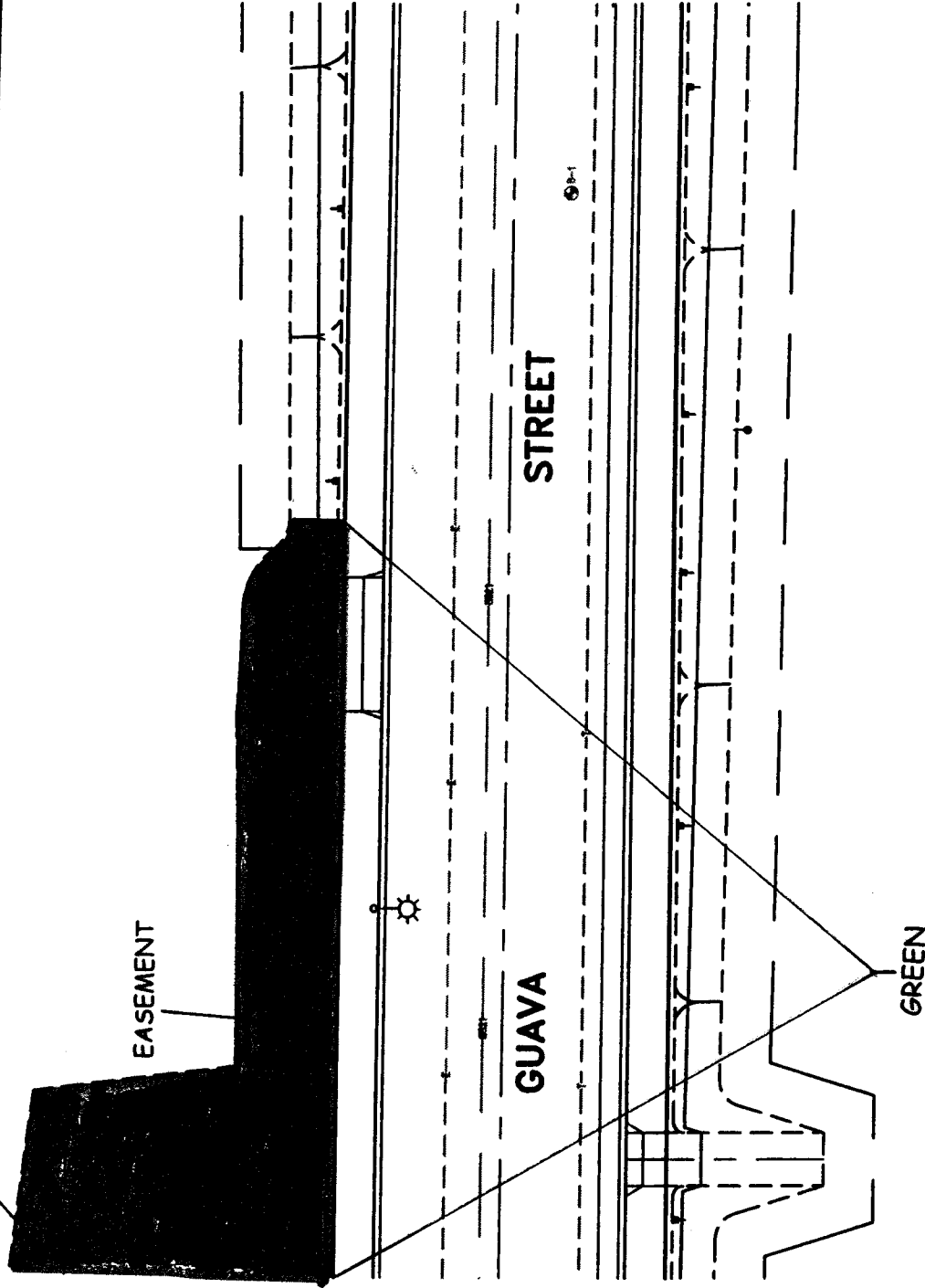


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EXHIBIT A



CONCEPTUAL

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