

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



ITEM
11.2
(ID # 6171)

MEETING DATE:

Tuesday, January 30, 2018

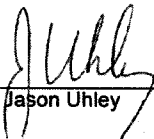
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement for Perris Valley Master Drainage Plan (MDP) Line A-J, Stage 1, Project No. 4-0-00279 [District 5] [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the District, the City of Perris (City) and Val Verde Unified School District (School District);
2. Authorize the Chairman to execute the Agreement on behalf of the District; and
3. Direct the Clerk of the Board to return four (4) executed Cooperative Agreements to the District.

ACTION: Policy



Jason Uhley

1/18/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: January 30, 2018
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS			Budget Adjustment:	No
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection, and subsequent operation and maintenance of the referenced drainage facilities. Upon completion of the drainage facilities' construction, the City will assume ownership, operation and maintenance of the mainline storm drains until such time as District assumes ownership, operation and maintenance in accordance the terms and conditions as set forth in the Agreement. The City will also assume ownership, operation and maintenance of the project's associated catch basins, connector pipes, and laterals that are 36 inches or less in diameter located within City rights of way. The School District will assume ownership, operation and maintenance of two 42-inch connector pipes, laterals and certain underground storm drain system located within its rights of way.

County Counsel has approved the Agreement as to legal form, and the City and the School District have executed the Agreement.

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of School District's high school. The principal beneficiary is the School District. Ancillary benefits will accrue to residents who will utilize the roadways.

SUPPLEMENTAL:

Additional Fiscal Information

The School District is funding all construction and construction inspection costs. Future operation and maintenance costs of mainline storm drain facilities will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement

AMR:blm
P8/200522

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



Scott Bruckner 1/22/2018



Gregory V. Priamos, Director County Counsel 1/18/2018

COOPERATIVE AGREEMENT

Perris Valley Master Drainage Plan (MDP) - Line A-J, Stage 1

Project No. 4-0-00279

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", the City of Perris, hereinafter called "CITY", and Val Verde Unified School District, a California school district, hereinafter called "SCHOOL DISTRICT", hereby agree as follows:

RECITALS

A. SCHOOL DISTRICT is the legal owner of record of certain real property located within the County of Riverside. SCHOOL DISTRICT wishes to construct certain storm drain facilities in order to provide flood protection and drainage for SCHOOL DISTRICT'S existing high school; and

B. The legal description is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities, all as shown in District Drawing No. 4-1077, include construction of (i) approximately 2,200 lineal feet of a double reinforced concrete box, concrete headwall, concrete pads, maintenance access roads with turnaround, gates and chain link fence; and (ii) approximately 40 lineal feet of an interim inlet structure, hereinafter collectively called "DISTRICT DRAINAGE FACILITIES", as shown in concept in red on Exhibit "B" attached hereto and made a part hereof. At its downstream terminus, DISTRICT DRAINAGE FACILITIES will drain into CITY's existing Evans Road Channel; and

D. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of certain catch basins, outlets, inlets, riprap energy dissipater, connector pipes, and various lateral storm drains that are thirty-six inches (36") or less in diameter that are located within CITY held easements or rights of way, hereinafter called "CITY APPURTENANCES; and

1 E. Also associated with the construction of DISTRICT DRAINAGE
2 FACILITIES is the construction of two (2) forty-two inches (42") connector pipes, and various
3 lateral storm drains that are thirty-six inches (36") or less in diameter that are located within
4 SCHOOL DISTRICT held easements or rights of way, hereinafter called "SCHOOL DISTRICT
5 FACILITIES; and

6 F. Together, DISTRICT DRAINAGE FACILITIES, CITY
7 APPURTENANCES and SCHOOL DISTRICT FACILITIES are hereinafter called "PROJECT";
8 and
9

10 G. All parties recognize and acknowledge that DISTRICT DRAINAGE
11 FACILITIES will not be accepted for ownership, operation and maintenance responsibilities by
12 DISTRICT until the proposed Perris Valley MDP - Line A-H, to be constructed by others,
13 hereinafter called "PROPOSED LINE A-H" is completed and accepted by DISTRICT; and
14

15 H. On or about July 9, 2015, DISTRICT and SCHOOL DISTRICT entered
16 into a Right of Entry and Inspection Agreement that authorizes SCHOOL DISTRICT to construct
17 DISTRICT DRAINAGE FACILITIES. Pursuant to the Right of Entry and Inspection Agreement,
18 SCHOOL DISTRICT has commenced construction of DISTRICT DRAINAGE FACILITIES,
19 which consists of approximately 2,200 lineal feet of double reinforced concrete box; and

20 I. CITY is willing to assume ownership, operation and maintenance
21 responsibilities of DISTRICT DRAINAGE FACILITIES on an interim basis as set forth herein,
22 with the recognition and understanding that the actual acceptance of DISTRICT DRAINAGE
23 FACILITIES for ownership, operation and maintenance responsibilities by DISTRICT is entirely
24 dependent upon: (i) the construction of PROPOSED LINE A-H being complete; (ii) DISTRICT
25 acceptance of ownership and responsibility for the operation and maintenance of PROPOSED
26 LINE A-H; (iii) DISTRICT DRAINAGE FACILITIES being constructed in accordance with
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1 plans and specifications approved by DISTRICT and as set forth herein; (iv) DISTRICT'S sole
2 determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained
3 condition; and (v) DISTRICT DRAINAGE FACILITIES are fully functioning as a flood control
4 drainage system as solely determined by the DISTRICT; and

5 J. CITY and SCHOOL DISTRICT desire DISTRICT to ultimately accept
6 ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE
7 FACILITIES. Therefore, DISTRICT must review and approve SCHOOL DISTRICT'S plans and
8 specifications for DISTRICT DRAINAGE FACILITIES and subsequently inspect the
9 construction of DISTRICT DRAINAGE FACILITIES; and
10

11 K. DISTRICT and SCHOOL DISTRICT desire CITY to accept ownership
12 and responsibility for the operation and maintenance of CITY APPURTENANCES.
13 Additionally, it is mutually understood and agreed that CITY shall assume ownership and sole
14 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES until
15 such time as DISTRICT accepts ownership and responsibility for the operation and maintenance
16 of DISTRICT DRAINAGE FACILITIES as set forth herein. Therefore, CITY must review and
17 approve SCHOOL DISTRICT'S plans and specifications for PROJECT and subsequently inspect
18 the construction of CITY APPURTENANCES; and
19

20 L. DISTRICT is willing to (i) review and approve SCHOOL DISTRICT'S
21 plans and specifications for DISTRICT DRAINAGE FACILITIES, (ii) inspect the construction
22 of DISTRICT DRAINAGE FACILITIES, and (iii) ultimately assume ownership and
23 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES,
24 provided that SCHOOL DISTRICT (a) complies with this Agreement, (b) pays DISTRICT the
25 amounts specified herein to cover DISTRICT'S plan check review and construction inspection
26 costs for DISTRICT DRAINAGE FACILITIES, (c) constructs PROJECT in accordance with
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1 DISTRICT and CITY approved plans and specifications, (d) accepts ownership and responsibility
 2 for the operation and maintenance of PROJECT following completion of PROJECT construction
 3 until such time as CITY accepts ownership and responsibility for the operation and maintenance
 4 of both DISTRICT DRAINAGE FACILITIES and CITY APPURTENANCES, (e) accepts sole
 5 ownership and responsibility of the operation and maintenance of SCHOOL DISTRICT
 6 FACILITIES, and (f) obtains and conveys to DISTRICT and CITY the necessary rights of way
 7 for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES and
 8 CITY APPURTENANCES as set forth herein; and
 9

10 M. CITY is willing to (i) review and approve PROJECT plans and
 11 specifications, (ii) inspect the construction of PROJECT, (iii) accept and hold faithful
 12 performance and payment bonds submitted by SCHOOL DISTRICT for DISTRICT DRAINAGE
 13 FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain portions of
 14 DISTRICT DRAINAGE FACILITIES located within CITY rights of way, (v) assume ownership
 15 and responsibility for the operation and maintenance of CITY APPURTENANCES upon
 16 completion of PROJECT construction, and (vi) assume ownership and responsibility for the
 17 operation and maintenance of DISTRICT DRAINAGE FACILITIES following completion of
 18 PROJECT construction until such time as DISTRICT accepts ownership and responsibility for
 19 the operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein,
 20 provided PROJECT is constructed in accordance with plans and specifications approved by
 21 DISTRICT and CITY.
 22

23 NOW, THEREFORE, the parties hereto mutually agree as follows:
 24

25 SECTION I

26 SCHOOL DISTRICT shall:
 27
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1 1. Prepare PROJECT plans and specifications, hereinafter called
2 "IMPROVEMENT PLANS", including separate plans and specifications for DISTRICT
3 DRAINAGE FACILITIES, in accordance with applicable DISTRICT and CITY standards, and
4 submit to DISTRICT and CITY for their respective review and approval.

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

10 3. Deposit with DISTRICT (Attention: Business Office - Accounts
11 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
12 construction as set forth in Section I.8. herein, the estimated cost of providing construction
13 inspection for DISTRICT DRAINAGE FACILITIES, in an amount as determined and approved
14 by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside,
15 including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE
16 FACILITIES.

17 4. Secure, at its sole cost and expense, all necessary licenses, agreements,
18 permits, approvals, rights of way, rights of entry and temporary construction easements as may
19 be needed for the construction, inspection, operation and maintenance of PROJECT. SCHOOL
20 DISTRICT shall furnish DISTRICT, at the time of providing written notice to DISTRICT of the
21 start of construction as set forth in Section I.8., with sufficient evidence of SCHOOL DISTRICT
22 having secured such necessary licenses, agreements, permits, approvals, rights of way, rights of
23 entry and temporary construction easements, as determined and approved by DISTRICT and
24 CITY.

1 5. Prior to commencing PROJECT construction, furnish DISTRICT and CITY
2 with copies of all permits, approvals or agreements required by any Federal, State or local resource
3 and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such
4 documents include but are not limited to those issued by the U.S. Army Corps of Engineers,
5 California Regional Water Quality Control Board, California State Department of Fish and
6 Wildlife, State Water Resources Control Board, and Western Riverside County Regional
7 Conservation Authority.
8

9 6. Grant DISTRICT and CITY, by execution of this Agreement, the right to
10 enter upon SCHOOL DISTRICT'S property where necessary and convenient for the purpose of
11 gaining access to and performing inspection service for the construction of PROJECT as set forth
12 herein.
13

14 7. Provide CITY, at the time of providing written notice to DISTRICT of the
15 start of construction as set forth in Section 1.8., with faithful performance and payment bonds,
16 each in the amount of one hundred percent (100%) of the estimated cost for construction of
17 DISTRICT DRAINAGE FACILITIES as determined by DISTRICT. The surety, amount and
18 form of the bonds, shall be subject to the approval of DISTRICT and CITY. The bonds shall
19 remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by
20 DISTRICT and CITY as complete; at which time the bond amount may be reduced to five percent
21 (5%) for a period of one (1) year to guarantee against any defective work, labor or materials.
22

23 8. Notify DISTRICT in writing (Attention: Contract Services Section), at least
24 twenty (20) days prior to the start of construction of PROJECT. Construction shall not begin on
25 any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to SCHOOL
26 DISTRICT a written Notice to Proceed authorizing SCHOOL DISTRICT to commence
27 construction of PROJECT.
28

1 9. Obtain and provide DISTRICT (Attention: Right of Way Acquisition
2 Section), at the time of providing written notice to DISTRICT of the start of construction as set
3 forth in Section I.8., with duly executed Irrevocable Offer(s) of Dedication to the public for flood
4 control and drainage purposes, including ingress and egress, for the rights of way deemed
5 necessary by DISTRICT for the construction, inspection, operation and maintenance of
6 DISTRICT DRAINAGE FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form
7 approved by DISTRICT and shall be executed by all legal and equitable owners of the property
8 described in the offer(s).
9

10 10. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication
11 as set forth in Section I.9., with Preliminary Reports on Title dated not more than thirty (30) days
12 prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.
13

14 11. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
15 the start of construction as set forth in Section I.8., with a complete list of all contractors and
16 subcontractors to be performing work on DISTRICT DRAINAGE FACILITIES, including the
17 corresponding license number and license classification of each. At such time, SCHOOL
18 DISTRICT shall further identify in writing its designated superintendent for PROJECT
19 construction.
20

21 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
22 the start of construction as set forth in Section I.8., a construction schedule which shall show the
23 order and dates in which SCHOOL DISTRICT or SCHOOL DISTRICT'S contractor proposes to
24 carry out the various parts of work, including estimated start and completion dates. As
25 construction of PROJECT progress, SCHOOL DISTRICT shall update said construction schedule
26 as requested by DISTRICT.
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1 13. Furnish DISTRICT and CITY each with a set of final mylar plans for
2 DISTRICT DRAINAGE FACILITIES, and assign their ownership to DISTRICT and CITY,
3 respectively, prior to the start on any portion of PROJECT construction.

4 14. Not permit any change to, or modification of, DISTRICT and CITY
5 approved IMPROVEMENT PLANS without the prior written permission and consent of
6 DISTRICT and CITY.

7 15. Comply with all Cal/OSHA safety regulations including regulations
8 concerning confined space and maintain a safe working environment for SCHOOL DISTRICT,
9 DISTRICT and CITY employees on the site.

10 16. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
11 the start of construction as set forth in Section I.8., a confined space entry procedure specific to
12 DISTRICT DRAINAGE FACILITIES. The procedure shall comply with requirements contained
13 in California Code of Regulations, Title 8 Section 5158, Other Confined Space Operations,
14 Section 5157, Permit Required Confined Space and District Confined Space Procedures, SOM-
15 18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice
16 to Proceed.

17 17. SCHOOL DISTRICT shall not commence operations until DISTRICT has
18 been furnished with original certificate(s) of insurance and original certified copies of
19 endorsements and if requested, certified original policies of insurance including all endorsements
20 and any and all other attachments as required in this Section.

21 Without limiting or diminishing SCHOOL DISTRICT obligation to
22 indemnify or hold DISTRICT harmless, SCHOOL DISTRICT shall procure and maintain or
23 cause to be maintained, at its sole cost and expense, the following insurance coverages during the
24 term of this Agreement:
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1 A. Workers' Compensation:

2 If SCHOOL DISTRICT has employees as defined by the State of California,
3 SCHOOL DISTRICT shall maintain statutory Workers' Compensation
4 Insurance (Coverage A) as prescribed by the laws of the State of California.
5 Policy shall include Employers' Liability (Coverage B) including
6 Occupational Disease with limits not less than \$1,000,000 per person per
7 accident. Policy shall be endorsed to waive subrogation in favor of
8 DISTRICT, the County of Riverside and CITY, and, if applicable, to provide
9 a Borrowed Servant/Alternate Employer Endorsement.
10

11 B. Commercial General Liability:

12 Commercial General Liability insurance coverage, including but not limited
13 to, premises liability, unmodified contractual liability, products and
14 completed operations liability, personal and advertising injury, and cross
15 liability coverage, covering claims which may arise from or out of SCHOOL
16 DISTRICT performance of its obligations hereunder. Policy shall name the
17 DISTRICT, the County of Riverside and CITY, its agencies, districts, special
18 districts, and departments, their respective directors, officers, Board of
19 Supervisors, employees, elected or appointed officials, agents or
20 representatives as additional insureds. Policy's limit of liability shall not be
21 less than \$2,000,000 per occurrence combined single limit. If such insurance
22 contains a general aggregate limit, it shall apply separately to this Agreement
23 or be no less than two (2) times the occurrence limit.
24

25 C. Vehicle Liability:

1 If SCHOOL DISTRICT vehicles or mobile equipment are used in the
2 performance of the obligations under this Agreement, then SCHOOL
3 DISTRICT shall maintain liability insurance for all owned, non-owned or
4 hired vehicles so used in an amount not less than \$1,000,000 per occurrence
5 combined single limit. If such insurance contains a general aggregate limit,
6 it shall apply separately to this Agreement or be no less than two (2) times
7 the occurrence limit. Policy shall name the DISTRICT, the County of
8 Riverside and CITY, its agencies, districts, special districts, and departments,
9 their respective directors, officers, Board of Supervisors, employees, elected
10 or appointed officials, agents or representatives as additional insureds.

11
12 D. Professional Liability:

13 SCHOOL DISTRICT shall maintain Professional Liability Insurance
14 providing coverage for SCHOOL DISTRICT performance of work included
15 within this Agreement, with a limit of liability of not less than \$2,000,000
16 per occurrence and \$4,000,000 annual aggregate. If SCHOOL DISTRICT
17 Professional Liability Insurance is written on a claims made basis rather than
18 an occurrence basis, such insurance shall continue through the term of this
19 Agreement and SCHOOL DISTRICT shall purchase at his sole expense
20 either 1) an Extended Reporting Endorsement (also known as Tail
21 Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive
22 date back to the date of, or prior to, the inception of this Agreement; or 3)
23 demonstrate through Certificates of Insurance that SCHOOL DISTRICT has
24 maintained continuous coverage with the same or original insurer. Coverage
25 provided under items: 1), 2) or 3) will continue as long as the law allows.
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1 E. General Insurance Provisions – All Lines:

- 2 i. Any insurance carrier providing insurance coverage hereunder shall be
3 admitted to the State of California and have an A.M. BEST rating of not
4 less than an A: VIII (A: 8) unless such requirements are waived, in
5 writing, by the County Risk Manager. If the County Risk Manager
6 waives a requirement for a particular insurer such waiver is only valid
7 for that specific insurer and only for one policy term.
- 8
- 9 ii. The SCHOOL DISTRICT must declare its insurance self-insured
10 retention for each coverage required herein. If any such self-insured
11 retention exceeds \$500,000 per occurrence each such retention shall
12 have the prior written consent of the County Risk Manager before the
13 commencement of operations under this Agreement. Upon notification
14 of self-insured retention deemed unacceptable to the DISTRICT, and at
15 the election of the County Risk Manager, SCHOOL DISTRICT carriers
16 shall either: 1) reduce or eliminate such self-insured retention with
17 respect to this Agreement with DISTRICT, or 2) procure a bond which
18 guarantees payment of losses and related investigations, claims
19 administration, and defense costs and expenses.
- 20
- 21 iii. SCHOOL DISTRICT shall cause their insurance carrier(s) to furnish
22 DISTRICT with 1) a properly executed original certificate(s) of
23 insurance and certified original copies of endorsements effecting
24 coverage as required herein; and 2) if requested to do so orally or in
25 writing by the County Risk Manager, provide original certified copies
26 of policies including all endorsements and all attachments thereto,
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1 showing such insurance is in full force and effect. Further, said
2 certificate(s) and policies of insurance shall contain the covenant of the
3 insurance carrier(s) that a minimum of sixty (60) days written notice
4 shall be given to the DISTRICT prior to any material modification,
5 cancellation, expiration or reduction in coverage of such insurance. If
6 SCHOOL DISTRICT insurance carrier(s) policies does not meet the
7 minimum notice requirement found herein, SCHOOL DISTRICT shall
8 cause SCHOOL DISTRICT insurance carrier(s) to furnish a 60 day
9 Notice of Cancellation Endorsement. In the event of a material
10 modification, cancellation, expiration or reduction in coverage, this
11 Agreement shall terminate forthwith, unless DISTRICT receives, prior
12 to such effective date, another properly executed original certificate of
13 insurance and original copies of endorsements or certified original
14 policies, including all endorsements and attachments thereto,
15 evidencing coverages set forth herein and the insurance required herein
16 is in full force and effect. An individual authorized by the insurance
17 carrier to do so on its behalf shall sign the original endorsements for
18 each policy and the certificate of insurance.

- 19
20
21 iv. It is understood and agreed by the parties hereto that SCHOOL
22 DISTRICT insurance shall be construed as primary insurance, and
23 DISTRICT'S insurance and/or deductibles and/or self-insured
24 retentions or self-insured programs shall not be construed as
25 contributory.
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- 1 v. If, during the term of this Agreement or any extension thereof, there is
2 a material change in the scope of services or there is a material change
3 in the equipment to be used in the performance of the scope of work
4 which will add additional exposures (such as the use of aircraft,
5 watercraft, cranes, etc.); or the term of this Agreement, including any
6 extensions thereof, exceeds five (5) years, DISTRICT reserves the right
7 to adjust the types of insurance required under this Agreement and the
8 monetary limits of liability for the insurance coverages currently
9 required herein, if, in the County Risk Manager's reasonable judgment,
10 the amount or type of insurance carried by SCHOOL DISTRICT has
11 become inadequate.
- 12
- 13 vi. SCHOOL DISTRICT shall pass down the insurance obligations
14 contained herein to all tiers of subcontractors working under this
15 Agreement.
- 16
- 17 vii. The insurance requirements contained in this Agreement may be met
18 with a program(s) of self-insurance acceptable to DISTRICT.
- 19
- 20 viii. SCHOOL DISTRICT agrees to notify DISTRICT of any claim by a
21 third party or any incident or event that may give rise to a claim arising
22 from the performance of this Agreement.

23 Failure to maintain the insurance required by this paragraph shall be deemed
24 a material breach of this Agreement and shall authorize and constitute authority for DISTRICT,
25 at its sole discretion, to provide written notice to SCHOOL DISTRICT that DISTRICT is unable
26 to perform its obligations hereunder, nor to accept responsibility for ownership, operation and
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1 maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in part, to said
2 breach of this Agreement.

3 18. Construct or cause to be constructed, PROJECT at SCHOOL DISTRICT'S
4 sole cost and expense in accordance with DISTRICT and CITY approved IMPROVEMENT
5 PLANS.

6 19. Within two (2) weeks of completing PROJECT construction, provide
7 DISTRICT (Attention: Contract Management Section) and CITY with written notice that
8 PROJECT construction is substantially complete and request that DISTRICT conduct a final
9 inspection of DISTRICT DRAINAGE FACILITIES and CITY conduct a final inspection of
10 PROJECT. It is mutually understood that, prior to DISTRICT acceptance of ownership and
11 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES,
12 DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely
13 determined by DISTRICT and construction of PROPOSED LINE A-H shall be complete.
14

15 20. Accept ownership and sole responsibility for the operation and maintenance
16 of PROJECT until such time as: (i) DISTRICT'S acceptance of DISTRICT DRAINAGE
17 FACILITIES construction as being complete, (ii) CITY accepts ownership and responsibility for
18 the operation and maintenance of DISTRICT DRAINAGE FACILITIES, and (iii) CITY accepts
19 ownership and responsibility for the operation and maintenance of CITY APPURTENANCES.
20

21 21. Upon completion of PROJECT construction but prior to CITY'S acceptance
22 of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE
23 FACILITIES, provide or cause its civil engineer of record or construction civil engineer of record,
24 duly registered in the State of California, to provide DISTRICT with redlined "record drawings"
25 of DISTRICT DRAINAGE FACILITIES plans. After DISTRICT approval of the redlined
26 "record drawings", SCHOOL DISTRICT'S engineer shall schedule with DISTRICT a time to
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1 transfer the redlined changes onto DISTRICT'S original mylars at DISTRICT'S office, after
2 which the engineer shall review, stamp and sign the DISTRICT DRAINAGE FACILITIES plans
3 "record drawings".

4 22. Upon completion of PROJECT construction, and upon acceptance by CITY
5 of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance
6 of PROJECT, but prior to CITY acceptance of DISTRICT DRAINAGE FACILITIES for
7 ownership, operation and maintenance, convey, or cause to be conveyed to CITY the flood control
8 easement(s) or grant deed(s) of fee title where appropriate, for the rights of way as shown in
9 concept cross-hatched in black on Exhibit "C". The easement(s) or grant deed(s) shall be in a
10 form approved by both DISTRICT and CITY and shall be executed by all legal and equitable
11 owners of the property described in the easement(s) or grant deed(s).
12

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

22 24. Upon CITY'S acceptance of DISTRICT DRAINAGE FACILITIES and
23 CITY APPURTENANCES for ownership, operation and maintenance, continue to accept
24 ownership and sole responsibility for the operation and maintenance of SCHOOL DISTRICT
25 FACILITIES.
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1 25. Pay, if suit is brought upon this Agreement or any bond guaranteeing the
 2 completion of PROJECT, all costs and reasonable expenses and fees, including reasonable
 3 attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees
 4 shall be computed as costs and included in any judgment rendered.

5 26. Ensure that all work performed pursuant to this Agreement by SCHOOL
 6 DISTRICT, its agents or contractors is done in accordance with all applicable laws and
 7 regulations, including but not limited to all applicable provisions of the Labor Code, Business
 8 and Professions Code, and Water Code. SCHOOL DISTRICT shall be solely responsible for all
 9 costs associated with compliance with applicable laws and regulations.
 10

11 SECTION II

12 CITY shall:

- 13 1. Review and approve IMPROVEMENT PLANS prior to the start of
 14 PROJECT construction.
- 15 2. Accept CITY and DISTRICT approved faithful performance and payment
 16 bonds submitted by SCHOOL DISTRICT, as set forth in Section I.7., and hold said bonds as
 17 provided herein.
- 18 3. Inspect PROJECT construction.
- 19 4. Consent, by execution of this Agreement, to the recording of any Irrevocable
 20 Offer(s) of Dedication furnished by SCHOOL DISTRICT pursuant to this Agreement.
 21
- 22 5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as
 23 set forth herein, and any other outstanding offers of dedication necessary for the construction,
 24 inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES, and convey
 25 sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and
 26 maintain DISTRICT DRAINAGE FACILITIES.
 27

1 6. Accept ownership and sole responsibility for the operation and maintenance
2 of CITY APPURTENANCES and DISTRICT DRAINAGE FACILITIES upon (i) CITY
3 inspection of PROJECT in accordance with Section I.19., (ii) CITY acceptance of PROJECT
4 construction as being complete, (iii) DISTRICT acceptance of DISTRICT DRAINAGE
5 FACILITIES construction as being complete, and (iv) CITY receipt of stamped and signed record
6 drawings of DISTRICT DRAINAGE FACILITIES plans as set forth in Section III.8.

7
8 7. Accept sole ownership and responsibility for the operation and maintenance
9 of DISTRICT DRAINAGE FACILITIES until such time as (i) the construction of PROPOSED
10 LINE A-H is complete, and (ii) DISTRICT DRAINAGE FACILITIES are formally accepted by
11 DISTRICT for ownership, operation and maintenance. It is mutually understood that, prior to
12 DISTRICT acceptance of ownership and responsibility for the operation and maintenance of
13 DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE FACILITIES shall be in a
14 satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the
15 inspection and, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are
16 not in an acceptable condition, corrections shall be made at CITY'S sole expense.

17
18 8. Accept all liability whatsoever associated with the ownership, operation and
19 maintenance of DISTRICT DRAINAGE FACILITIES until such time as DISTRICT
20 DRAINAGE FACILITIES are formally accepted by DISTRICT for ownership, operation and
21 maintenance.

22
23 9. Following CITY'S acceptance of DISTRICT DRAINAGE FACILITIES for
24 ownership, operation and maintenance, not permit any change to, or modification of, DISTRICT
25 DRAINAGE FACILITIES without the prior written permission and consent of DISTRICT.

26 10. Upon construction completion of PROPOSED LINE A-H but prior to
27 DISTRICT acceptance of ownership and responsibility for the operation and maintenance of
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1 DISTRICT DRAINAGE FACILITIES, convey, or cause to be conveyed to DISTRICT the flood
2 control easement(s), including ingress and egress, or grant deed(s) of fee title where appropriate,
3 in a form approved by DISTRICT, for the rights of way as deemed necessary solely by the
4 DISTRICT for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.

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

12 SECTION III

13 DISTRICT shall:

14 1. Review and approve, as appropriate, IMPROVEMENT PLANS prior to the
15 start of PROJECT construction.

16 2. Provide CITY an opportunity to review and approve plans and specifications
17 for DISTRICT DRAINAGE FACILITIES prior to DISTRICT'S final approval.

18 3. Upon execution of this Agreement, record or cause to be recorded, a copy of
19 this Agreement in the Official Records of the Riverside County Recorder.

20 4. Record, or cause to be recorded, the Irrevocable Offer(s) of Dedication
21 provided by SCHOOL DISTRICT pursuant to Section I.9. herein.

22 5. Inspect construction of DISTRICT DRAINAGE FACILITIES.

23 6. Keep an accurate accounting of all DISTRICT costs associated with the
24 review and approval of IMPROVEMENT PLANS, the review and approval of right of way and
25 conveyance documents, and the processing and administration of this Agreement.
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1 7. Keep an accurate accounting of all DISTRICT construction inspection costs,
2 and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE
3 FACILITIES as being complete, submit a final cost statement to SCHOOL DISTRICT. If the
4 deposit, as set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse SCHOOL
5 DISTRICT the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT
6 DRAINAGE FACILITIES as being complete. If at any time the costs exceed the deposit or are
7 anticipated by DISTRICT to exceed the deposit, SCHOOL DISTRICT shall pay such additional
8 amount(s), as deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT
9 DRAINAGE FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.

11 8. Provide CITY with a reproducible duplicate copy of "record drawings" of
12 DISTRICT DRAINAGE FACILITIES plans upon (i) DISTRICT acceptance of PROJECT
13 construction as being complete, and (ii) DISTRICT receipt of stamped and signed "record
14 drawings" of DISTRICT DRAINAGE FACILITIES plans as set forth in Section I.21.

16 9. Accept ownership and sole responsibility for the operation and maintenance
17 of DISTRICT DRAINAGE FACILITIES from CITY upon (i) recordation of all conveyance
18 documents described in Section I.22, (ii) DISTRICT acceptance of DISTRICT DRAINAGE
19 FACILITIES construction as being complete, (iii) DISTRICT receipt of all necessary rights of
20 way as described in Section II.10, (iv) DISTRICT acceptance of PROPOSED LINE A-H
21 construction as being complete, (v) DISTRICT acceptance of PROPOSED LINE A-H for
22 ownership, operation and maintenance, (vi) DISTRICT DRAINAGE FACILITIES are fully
23 functioning as a flood control drainage system as solely determined by the DISTRICT, and (vii)
24 DISTRICT'S sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily
25 maintained condition.

27 SECTION IV

1 It is further mutually agreed:

2 1. Prior to CITY'S acceptance of ownership and responsibility for the operation
3 and maintenance of DISTRICT DRAINAGE FACILITIES from SCHOOL DISTRICT,
4 DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely
5 determined by DISTRICT. If, in the sole discretion of DISTRICT, DISTRICT DRAINAGE
6 FACILITIES are not in acceptable condition, corrections shall be at SCHOOL DISTRICT'S sole
7 expense. Following CITY'S acceptance of DISTRICT DRAINAGE FACILITIES for ownership,
8 operation and maintenance and prior to DISTRICT'S acceptance of ownership and responsibility
9 for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT
10 DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely determined
11 by DISTRICT. If, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES
12 are not in acceptable condition, corrections shall be made at CITY'S sole expense.
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15 2. All construction work involved with PROJECT shall be inspected by CITY
16 but shall not be deemed complete until DISTRICT and CITY mutually agree in writing that
17 construction is completed in accordance with DISTRICT and CITY approved IMPROVEMENT
18 PLANS.

19 3. CITY and SCHOOL DISTRICT personnel may observe and inspect all work
20 being done on DISTRICT DRAINAGE FACILITIES, but shall provide any comments to
21 DISTRICT personnel who shall be solely responsible for all quality control communications with
22 SCHOOL DISTRICT'S contractor(s) during the construction of PROJECT.
23

24 4. SCHOOL DISTRICT shall complete construction of PROJECT within
25 twelve (12) consecutive months after execution of this Agreement and within one hundred twenty
26 (120) consecutive calendar days after commencing work on PROJECT. It is expressly understood
27 that since time is of the essence in this Agreement, failure of SCHOOL DISTRICT to perform the
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1 work within the agreed upon time shall constitute authority for DISTRICT to perform the
2 remaining work and require SCHOOL DISTRICT'S surety to pay to CITY the penal sum of any
3 and all bonds. In which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs
4 incurred.

5 5. If SCHOOL DISTRICT fails to commence construction of PROJECT within
6 eight (8) months after execution of this Agreement, then DISTRICT reserves the right to withhold
7 issuance of the Notice to Proceed pending a review of the existing site conditions as they exist at
8 the time SCHOOL DISTRICT provides written notification to DISTRICT of the start of
9 construction as set forth in Section I.8. In the event of a change in the existing site conditions that
10 materially affects PROJECT function or DISTRICT'S ability to operate and maintain DISTRICT
11 DRAINAGE FACILITIES, DISTRICT may require SCHOOL DISTRICT to modify
12 IMPROVEMENT PLANS as deemed necessary by DISTRICT. In the event of a change in the
13 existing site conditions that materially affects PROJECT function or CITY'S ability to operate
14 and maintain CITY APPURTENANCES, CITY may require SCHOOL DISTRICT to modify
15 IMPROVEMENTS as deemed necessary by CITY.

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

20 In the event SCHOOL DISTRICT wishes to expedite issuance of a Notice to
21 Proceed, SCHOOL DISTRICT may elect to furnish an independent qualified construction
22 inspector at SCHOOL DISTRICT'S sole cost and expense. SCHOOL DISTRICT shall furnish
23 appropriate documentation of the individual's credentials and experience to DISTRICT for review
24 and, if appropriate, approval. DISTRICT shall review the individual's qualifications and
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1 experience and, upon approval thereof, said individual, hereinafter called "DEPUTY
2 INSPECTOR", shall be authorized to act on DISTRICT'S behalf on all DISTRICT DRAINAGE
3 FACILITIES construction and quality control matters. If SCHOOL DISTRICT'S initial
4 construction inspection deposit furnished pursuant to Section I.3. exceeds ten thousand dollars
5 (\$10,000), DISTRICT shall refund to SCHOOL DISTRICT up to eighty percent (80%) of
6 SCHOOL DISTRICT'S initial inspection deposit within forty-five (45) days of DISTRICT'S
7 approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars
8 (\$10,000) shall be retained on account.
9

10 7. PROJECT construction work shall be on a five (5) day, forty (40) hour work
11 week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless
12 otherwise approved in writing by DISTRICT. If SCHOOL DISTRICT feels it is necessary to
13 work more than the normal forty (40) hour work week or on holidays, SCHOOL DISTRICT shall
14 make a written request for permission from DISTRICT to work the additional hours. The request
15 shall be submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional
16 work hours and shall state the reasons for the overtime and the specific time frames required. The
17 decision of granting permission for overtime work shall be made by DISTRICT at its sole
18 discretion and shall be final. If permission is granted by DISTRICT, SCHOOL DISTRICT will
19 be charged the cost incurred at the overtime rates for additional inspection time required in
20 connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including
21 any amendments thereto, of the County of Riverside.
22

23 8. SCHOOL DISTRICT for itself, its successors and assigns hereby releases
24 DISTRICT and County of Riverside (including their agencies, districts, special districts and
25 departments, their respective directors, officer, Board of Supervisors, elected and appointed
26 officials, employees, agents and representatives) from any and all claims, demands, actions, or
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1 suits of any kind arising out of any liability, known or unknown, present or future, including but
2 not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the
3 California Constitution, the Fifth Amendment of the United States Constitution, or any other law
4 or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused
5 by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute
6 a release by SCHOOL DISTRICT of DISTRICT, its officers, agents and employees from any and
7 all claims, demands, actions or suits of any kind arising out of any liability, known or unknown,
8 present or future, for the negligent maintenance of DISTRICT DRAINAGE FACILITIES, after
9 the acceptance of ownership, operation and maintenance of DISTRICT DRAINAGE
10 FACILITIES by DISTRICT.
11

12 9. SCHOOL DISTRICT shall indemnify and hold harmless DISTRICT,
13 County of Riverside, and CITY (including their respective agencies, districts, special districts and
14 departments, their respective directors, officers, Board of Supervisors, elected and appointed
15 officials, employees, agents and representatives) from any liability, claim, damage, proceeding or
16 action, present or future, based upon, arising out of or in any way relating to SCHOOL
17 DISTRICT'S (including its officers, employees, subcontractors and agents) actual or alleged acts
18 or omissions related to this Agreement, performance under this Agreement, or failure to comply
19 with the requirements of this Agreement, including but not limited to: (a) property damage; (b)
20 bodily injury or death; (c) liability or damage pursuant to Article I, Section 19 of the California
21 Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance
22 or regulation caused by the diversion of waters from the natural drainage patterns or the discharge
23 of drainage within or from PROJECT; or, (d) any other element of any kind or nature whatsoever.
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25 SCHOOL DISTRICT shall defend, at its sole expense, including all costs
26 and fees (including but not limited to attorney fees, cost of investigation, defense and settlements
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1 or awards), DISTRICT, County of Riverside, and CITY (including their respective agencies,
2 districts, special districts and departments, their respective directors, officers, Board of
3 Supervisors, elected and appointed officials, employees, agents and representatives) in any claim,
4 proceeding or action for which indemnification is required.

5 With respect to any of SCHOOL DISTRICT'S indemnification requirements,
6 SCHOOL DISTRICT shall, at its sole cost, have the right to use counsel of their own choice and
7 shall have the right to adjust, settle, or compromise any such claim, proceeding or action without
8 the prior consent of DISTRICT, County of Riverside and CITY; provided, however, that any such
9 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes SCHOOL
10 DISTRICT'S indemnification obligations to DISTRICT, County of Riverside, or CITY.

12 SCHOOL DISTRICT'S indemnification obligations shall be satisfied when
13 SCHOOL DISTRICT has provided to DISTRICT, County of Riverside, and CITY the appropriate
14 form of dismissal (or similar document) relieving DISTRICT, County of Riverside, or CITY from
15 any liability for the claim, proceeding or action involved.

17 The specified insurance limits required in this Agreement shall in no way
18 limit or circumscribe SCHOOL DISTRICT'S obligations to indemnify and hold harmless
19 DISTRICT, County of Riverside and CITY from third party claims.

20 In the event there is conflict between this section and California Civil Code
21 Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782.
22 Such interpretation shall not relieve the SCHOOL DISTRICT from indemnifying DISTRICT,
23 County of Riverside or CITY to the fullest extent allowed by law.

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

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

6
7
8 RIVERSIDE COUNTY FLOOD CONTROL
9 AND WATER CONSERVATION DISTRICT
10 1995 Market Street
11 Riverside, CA 92501
12 Attn: Contract Services Section

CITY OF PERRIS
101 North D Street
Perris, CA 92570
Attn: Habib Motlagh, City Engineer

11 VAL VERDE UNIFIED SCHOOL DISTRICT
12 975 W. Morgan Street
13 Perris, CA 92571
14 Attn: Stacy Strawderman

15 12. This Agreement is to be construed in accordance with the laws of the State
16 of California. If any provision of this Agreement is held by a court of competent jurisdiction to
17 be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force
18 without being impaired or invalidated in any way.

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

23 14. This Agreement is the result of negotiations between the parties hereto, and
24 the advice and assistance of their respective counsel. The fact that this Agreement was prepared
25 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty
26 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
27 prepared this Agreement in its final form.
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15. The rights and obligations of SCHOOL DISTRICT shall inure to and be binding upon all heirs, successors and assignees.

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

17. The individual(s) executing this Agreement on behalf of SCHOOL DISTRICT hereby certify that they have the authority within their company to enter into and execute this Agreement, and have been authorized to do so by any and all boards of directors, legal counsel, and/or any other board, committee or other entity within their company which have the authority to authorize or deny entering this Agreement.

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

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

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JAN 30 2018
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By J. Uhley
JASON E. UHLEY
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By Neal Kipnis
NEAL KIPNIS
Deputy County Counsel

By Kecia Harper-Ihem
Deputy

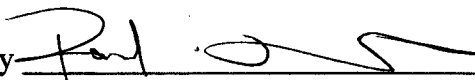
By Nazik Hasan
NAZIK HASAN
Deputy County Counsel

(SEAL)

Cooperative Agreement w/City of Perris and Val Verde Unified School District:
Perris Valley MDP-Line A-J, Stage 1
Project No. 4-0-00279
10/28/15
AMR:blm


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CITY OF PERRIS

By 
RICHARD BELMUDEZ
City Manager

APPROVED AS TO FORM:

ATTEST:

By 
ERIC DUNN
City Attorney

By 
NANCY SALAZAR
City Clerk

(SEAL)

Cooperative Agreement w/City of Perris and Val Verde Unified School District:
Perris Valley MDP-Line A-J, Stage 1
Project No. 4-0-00279
10/28/15
AMR:blm

VAL VERDE UNIFIED SCHOOL DISTRICT

By 
STACY STRAWDERMAN
Director

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Cooperative Agreement w/City of Perris and Val Verde Unified School District:
Perris Valley MDP-Line A-J, Stage 1
Project No. 4-0-00279
10/28/15
AMR:blm

Exhibit A

LEGAL DESCRIPTION

APN 320-360-007

LAND SITUATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 4 OF PARCEL MAP 7656, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 31, PAGES 27 AND 28 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN RIGHT-OF-WAY DEDICATION DOCUMENT, RECORDED JULY 9, 2014 AS DOCUMENT NUMBER 2014-0255639, THENCE ALONG THE NORTHERLY LINE OF SAID DOCUMENT, THE FOLLOWING COURSES:

1. SOUTH 89°54'16" WEST 1238.64 FEET
2. NORTH 35°44'07" WEST 30.84 FEET
3. NORTH 00°06'14" WEST 4.94 FEET; THENCE LEAVING SAID LINE,
4. NORTH 89°54'16" EAST 1256.61 FEET TO THE EAST LINE OF SAID PARCEL 4
5. SOUTH 00°06'03" EAST 30.00 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINING 0.86 ACRES (37,473 SQ. FT.) MORE OR LESS.

APN 320-360-015

LAND SITUATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A OF THAT CERTAIN LOT LINE ADJUSTMENT 05-0397 RECORDED MARCH 31, 2006 AS INSTRUMENT NO. 2006-0229832, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 30 FOOT WIDE STRIP, BEING CONTINGOUS WITH THE NORTHERLY LINE OF THAT CERTAIN RIGHT-OF-WAY DOCUMENT RECORDED JULY 9, 2014 AS DOCUMENT NUMBER 2014-0255640.

THE LIMITS OF 30 FOOT WIDE EASEMENT EXTENDING OR SHORTENING TO THE EASTERLY AND WESTERLY LINES OF SAID PARCEL A.

CONTAINING 0.56 ACRES (24,295 SQ. FT.) MORE OR LESS.

APN 320-360-015

COOPERATIVE AGREEMENT

Perris Valley Master Drainage Plan (MDP) - Line A-J, Stage 1

Project No. 4-0-00279

Page 1 of 2

Exhibit A

LAND SITUATED IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A OF THAT CERTAIN LOT LINE ADJUSTMENT 05-0397
RECORDED MARCH 31, 2006 AS INSTRUMENT NO. 2006-0229832, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEAST CORNER OF THAT CERTAIN RIVERSIDE COUNTY
FLOOD CONTROL AND WATER CONVERSATION DISTRICT DOCUMENT RECORDED _____,
2015 AS DOCUMENT NUMBER 2015-_____; THENCE ALONG THE NORTHERLY LINE
OF SAID DOCUMENT THE FOLLOWING COURSES:

1. SOUTH 89°54'16" WEST 43.16 FEET TO THE **TRUE POINT OF BEGINNING**
2. THENCE LEAVING SAID LINE NORTH 18°13'31" WEST 10.52 FEET
3. SOUTH 89°54'16" WEST 22.00 FEET
4. SOUTH 17°44'43" EAST 10.51 FEET TO THE NORTHERLY LINE OF SAID DOCUMENT
5. THENCE ALONG SAID LINE NORTH 89°54'16" EAST 28.49 FEET TO THE **TRUE POINT OF BEGINNING.**

CONTAINING 0.56 ACRES (253 SQ. FT.) MORE OR LESS.

Exhibit B

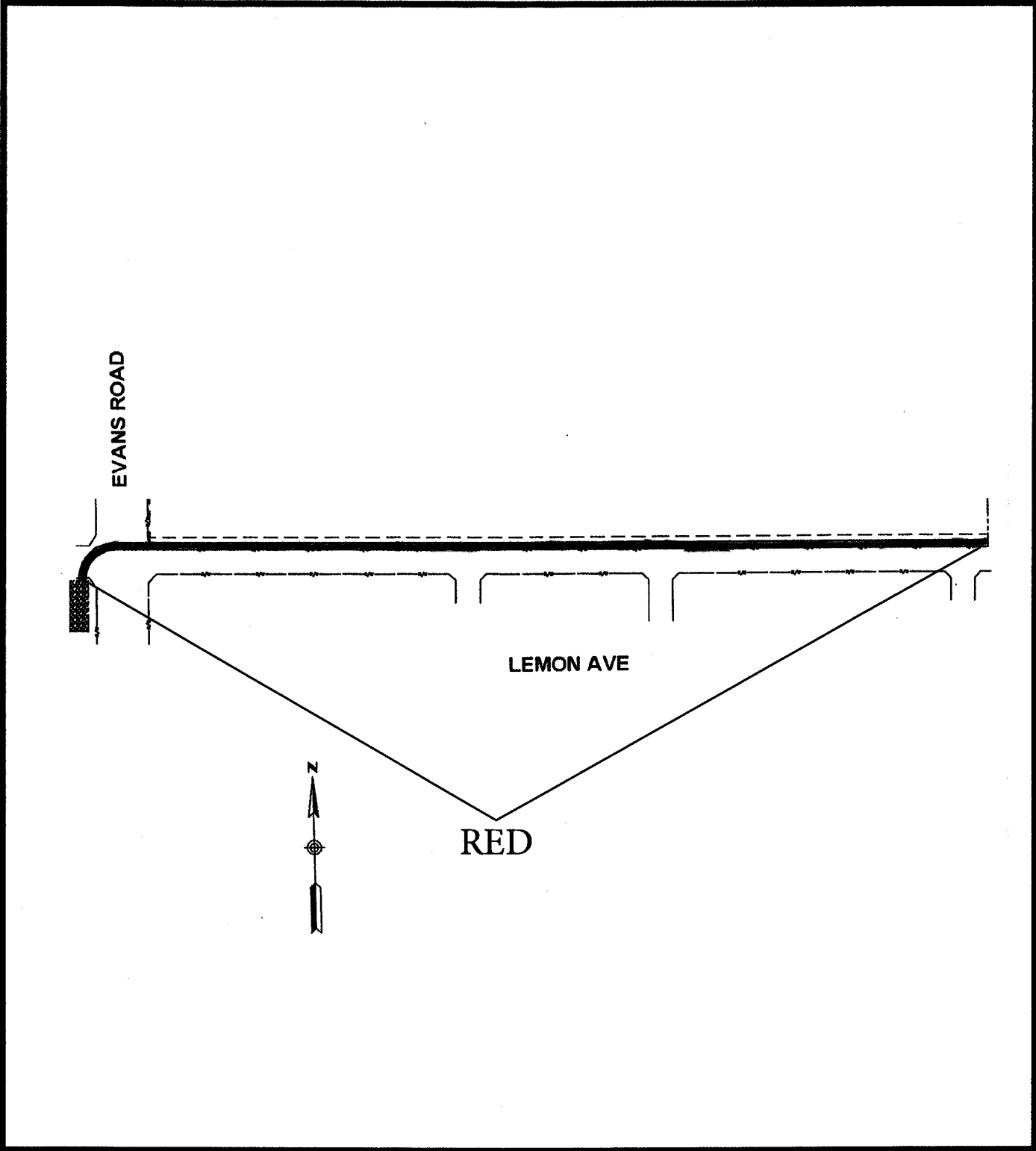
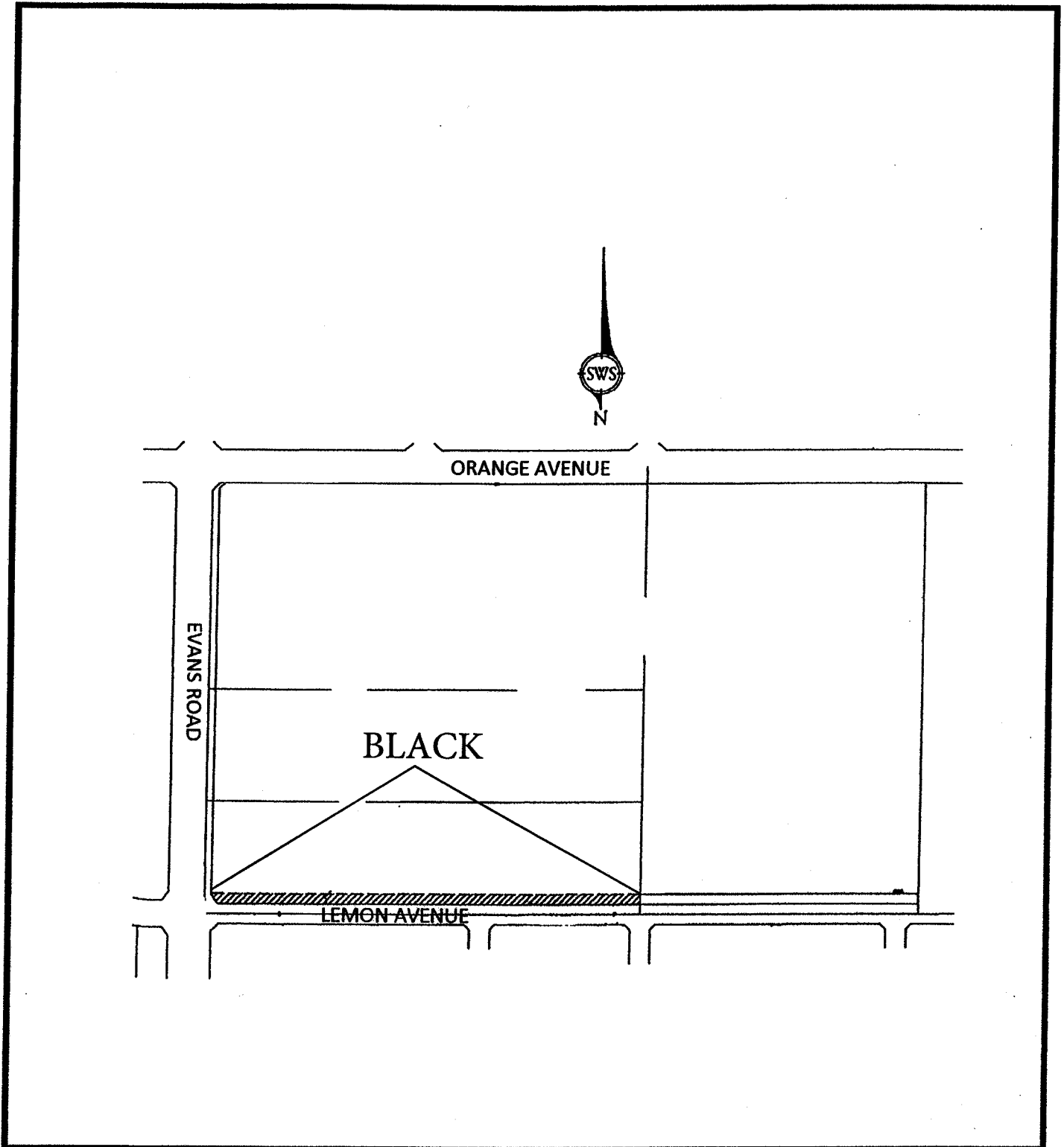


Exhibit C



COOPERATIVE AGREEMENT

Perris Valley Master Drainage Plan (MDP) – Line A-J, Stage 1

Project No. 4-0-00279

Page 2 of 3