

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

211 B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE: June 23, 2009

SUBJECT: Perris Valley - Grove View Road Storm Drain, Stage 2 Project No. 4-0-00527-02 PA 08-0135 (Moreno Valley) Cooperative Agreement

RECOMMENDED MOTION:

Approve the Cooperative Agreement between the District, the City of Moreno Valley and Waste Management Collection and Recycling, Inc. (Developer); 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 flood control facilities, required as a condition for approval of City Case No. PA 08-0135, are to be constructed by the Developer and inspected, operated and maintained by the District.

Continued on Page 2

*Warren D. Williams*

JPS:bjj

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	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*  
Alex Gann

County Executive Office Signature

FORM APPROVED BY COUNTY COUNSEL BY: NEAL R. KIPNIS DATE

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

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

**SUBJECT:** Perris Valley – Grove View Road Storm Drain, Stage 2  
Project No. 4-0-00527-02  
PA 08-0135 (Moreno Valley)  
Cooperative Agreement

**SUBMITTAL DATE:** June 23, 2009

**Page 2**

**BACKGROUND (continued):**

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection of the referenced facilities associated with City Case No. PA 08-0135. Upon completion of the facilities' construction, the District will assume ownership, operation and maintenance of the mainline storm drain. The City will assume ownership, operation and maintenance of the associated catch basins, laterals and connector pipes located within its rights of way.

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

The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs will accrue to the District.

JPS:blj:bjp



1 D. Construction of PROJECT has commenced prior to execution of this  
2 Agreement pursuant to the terms of a Right of Entry and Inspection Agreement, hereinafter  
3 called "INSPECTION AGREEMENT", executed December 17, 2008, between DISTRICT and  
4 DEVELOPER; and

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

11 F. DEVELOPER and DISTRICT desire CITY to accept ownership and  
12 responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY  
13 must review and approve DEVELOPER'S plans and specifications for PROJECT and  
14 subsequently inspect the construction of APPURTENANCES; and  
15

16 G. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and  
17 specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE  
18 FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of  
19 DISTRICT DRAINAGE FACILITIES, provided DEVELOPER (i) complies with this  
20 Agreement, (ii) pays DISTRICT the amounts specified herein to cover DISTRICT'S plan review  
21 and construction inspection costs, (iii) constructs PROJECT in accordance with plans and  
22 specifications approved by DISTRICT and CITY, (iv) obtains all necessary permits, regulatory  
23 permits, licenses and rights of entry as set forth herein, (v) accepts ownership and responsibility  
24 for the operation and maintenance of PROJECT following completion of PROJECT  
25 construction until such time as DISTRICT accepts ownership and responsibility for the  
26 operation and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts  
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1 ownership and responsibility for the operation and maintenance of APPURTENANCES, and  
 2 (vi) obtains and conveys to DISTRICT the necessary rights of way for the inspection, operation  
 3 and maintenance of DISTRICT DRAINAGE FACILITIES as set forth herein; and

4 H. CITY is willing to (i) review and approve plans and specifications prepared  
 5 by DEVELOPER for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold  
 6 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT  
 7 DRAINAGE FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain  
 8 DISTRICT DRAINAGE FACILITIES within CITY rights of way, (v) consent to the  
 9 recordation and conveyance of Irrevocable Offer(s) of Dedication furnished by DEVELOPER  
 10 as provided herein, and (vi) accept ownership and responsibility for the operation and  
 11 maintenance of APPURTENANCES, provided PROJECT is constructed in accordance with  
 12 plans and specifications approved by DISTRICT and CITY.  
 13

14 NOW, THEREFORE, the parties hereto mutually agree as follows:  
 15

16 SECTION I

17 DEVELOPER shall:

18 1. Prepare PROJECT plans and specifications, hereinafter called  
 19 "IMPROVEMENT PLANS", in accordance with DISTRICT and CITY standards, and submit to  
 20 DISTRICT and CITY for their review and approval.

21 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic  
 22 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by  
 23 DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT  
 24 PLANS, review and approval of right of way and conveyance documents, and with the  
 25 processing and administration of this Agreement. Additionally, deposit with CITY any and all  
 26 such amounts as are deemed reasonably necessary by CITY to cover CITY'S costs associated  
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1 with the review of IMPROVEMENT PLANS, review and approval of right of way and  
2 conveyance documents, and with the processing and administration of this Agreement.

3           3. Deposit with DISTRICT (Attention: Business Office – Accounts  
4 Receivable), at the time of providing written notice to DISTRICT of the start of DISTRICT  
5 DRAINAGE FACILITIES construction as set forth in Section I.8. herein, the estimated cost of  
6 providing construction inspection for DISTRICT DRAINAGE FACILITIES, in an amount as  
7 determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the  
8 County of Riverside, including any amendments thereto, based upon the bonded value of  
9 DISTRICT DRAINAGE FACILITIES. Additionally, deposit with CITY (Attention: Public  
10 Works/Land Development), at the time of providing written notice to DISTRICT of the start of  
11 DISTRICT DRAINAGE FACILITIES construction as set forth in Section I.8., the estimated  
12 cost of providing construction inspection in an amount as determined and approved by CITY in  
13 accordance with the most recent City Code and Fee Resolution of CITY, including any  
14 amendments thereto.  
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17           4. [This Section Intentionally Left Blank.]

18           5. Secure, at its sole cost and expense, all necessary licenses, agreements,  
19 permits and rights of entry as may be needed for the construction, inspection, operation and  
20 maintenance of DISTRICT DRAINAGE FACILITIES. DEVELOPER shall furnish  
21 DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as  
22 set forth in Section I.8., with sufficient evidence of DEVELOPER having secured such  
23 necessary licenses, agreements, permits and rights of entry, as determined and approved by  
24 DISTRICT.  
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26           6. Furnish DISTRICT with copies of all permits, approvals or agreements  
27 required by any Federal or State resource and/or regulatory agency for the construction,  
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1 operation and maintenance of DISTRICT DRAINAGE FACILITIES. Such documents include  
2 but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional  
3 Water Quality Control Board, California State Department of Fish and Game and State Water  
4 Resources Control Board.

5           7. Provide CITY, prior to providing written notice to DISTRICT of the start  
6 of construction as set forth in Section I.8., with a faithful performance bond in the amount of  
7 100% of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as  
8 determined by DISTRICT and a material and labor bond in the amount of 50% of the estimated  
9 cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT.  
10 The surety, amount and form of the bonds shall be subject to the approval of DISTRICT and  
11 CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE  
12 FACILITIES are accepted by DISTRICT as complete; at which time the faithful performance  
13 bond amount may be reduced to 10% for a period of one year to guarantee against any defective  
14 work, labor or materials.  
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16           8. Notify DISTRICT in writing (Attention: Administrative Services Section),  
17 at least twenty (20) days prior to the start of construction of DISTRICT DRAINAGE  
18 FACILITIES. Construction shall not begin on any element of DISTRICT DRAINAGE  
19 FACILITIES, for any reason whatsoever, until DISTRICT has issued to DEVELOPER a written  
20 Notice to Proceed authorizing DEVELOPER to commence construction of DISTRICT  
21 DRAINAGE FACILITIES.  
22

23           9. Grant DISTRICT, by execution of this Agreement, the right to enter upon  
24 DEVELOPER'S property where necessary and convenient for the purpose of gaining access to,  
25 and performing inspection service for, the construction of DISTRICT DRAINAGE  
26 FACILITIES as set forth herein.  
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1           10. Obtain and provide DISTRICT, at the time of providing written notice to  
2 DISTRICT of the start of construction of DISTRICT DRAINAGE FACILITIES as set forth in  
3 Section I.8., with duly executed Irrevocable Offers(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, as shown in concept cross-hatched in blue, red and  
7 green on Exhibit "B" attached hereto and made a part hereof. The Irrevocable Offer(s) of  
8 Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and  
9 equitable owners of the property described in the offer(s).  
10

11           11. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of  
12 Dedication as set forth in Section I.10., with Preliminary Reports on Title dated not more than  
13 thirty (30) days prior to date of submission of all the property described in the Irrevocable  
14 Offer(s) of Dedication.  
15

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

23           13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of  
24 the start of construction as set forth in Section I.8., a construction schedule which shall show the  
25 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry on the  
26 various parts of work, including estimated start and completion dates. As construction of  
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1 DISTRICT DRAINAGE FACILITIES progresses, DEVELOPER shall update said construction  
2 schedule as requested by DISTRICT.

3 14. Furnish DISTRICT with final mylar IMPROVEMENT PLANS and assign  
4 their ownership to DISTRICT at the time DISTRICT approves and signs said final mylar  
5 IMPROVEMENT PLANS.

6 15. Not permit any change to or modification of IMPROVEMENT PLANS  
7 without the prior written permission and consent of DISTRICT.

8 16. Comply with all Cal/OSHA safety regulations including regulations  
9 concerning confined space and maintain a safe working environment for DEVELOPER and  
10 DISTRICT employees on the site.

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

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

22 19. Commencing on the date notice is given pursuant to Section I.8. and  
23 continuing until DISTRICT accepts DISTRICT DRAINAGE FACILITIES for operation and  
24 maintenance:

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- 1 (a) Provide and maintain or cause its contractor(s) to provide and  
2 maintain comprehensive liability insurance coverage which shall  
3 protect DEVELOPER from claim from damages for personal injury,  
4 including accidental and wrongful death, as well as from claims for  
5 property damage which may arise from DEVELOPER'S construction  
6 of PROJECT or the performance of its obligations hereunder,  
7 whether such construction or performance be by DEVELOPER, by  
8 any of its contractors, subcontractors, or by anyone employed  
9 directly or indirectly by any of them. Such insurance shall name  
10 DISTRICT, the County of Riverside and CITY as additional insureds  
11 with respect to this Agreement and the obligations of DEVELOPER  
12 hereunder. Such insurance shall provide for limits of not less than  
13 two million dollars (\$2,000,000) per occurrence.  
14
- 15 (b) Cause its insurance carrier(s) or its contractor's insurance carrier(s),  
16 who shall be authorized by the California Department of Insurance to  
17 transact the business of insurance in the State of California, to  
18 furnish DISTRICT, the County of Riverside and CITY at the time of  
19 providing written notice to DISTRICT of the start of construction as  
20 set forth in Section I.8., with certificate(s) of insurance and  
21 applicable policy endorsements showing that such insurance is in full  
22 force and effect and that DISTRICT, the County of Riverside and  
23 CITY are named as additional insureds with respect to this  
24 Agreement and the obligations of DEVELOPER hereunder. Further,  
25 said certificate(s) shall state that the issuing company shall give  
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1 DISTRICT, the County of Riverside and CITY sixty (60) days  
2 written notice in the event of any cancellation, termination, non-  
3 renewal or reduction in coverage of the policies evidenced by the  
4 certificate(s). In the event of any such cancellation, termination,  
5 non-renewal or reduction in coverage, DEVELOPER shall,  
6 forthwith, secure replacement insurance meeting the provisions of  
7 this paragraph.  
8

9 Failure to maintain the insurance required by this paragraph shall be  
10 deemed a material breach of this Agreement and shall authorize and constitute authority for  
11 DISTRICT, at its sole discretion, to proceed to perform the remaining work pursuant to Section  
12 IV.3.

13 20. Construct, or cause to be constructed, PROJECT at DEVELOPER'S sole  
14 cost and expense in accordance with DISTRICT and CITY approved IMPROVEMENT  
15 PLANS.  
16

17 21. 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 DISTRICT DRAINAGE FACILITIES.

21 22. Upon completion of PROJECT construction, and upon acceptance by CITY  
22 of all street rights of way deemed necessary by DISTRICT and CITY for the operation and  
23 maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE  
24 FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed to  
25 DISTRICT flood control and inundation easement(s), including ingress and egress, in a form  
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1 approved by DISTRICT, for the rights of way as shown in concept cross-hatched in blue, in red  
2 and in green on Exhibit "B".

3 23. At the time of recordation of the conveyance document(s) as set forth in  
4 Section I.22., furnish DISTRICT with policies of title insurance, each in the amount of not less  
5 than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each  
6 easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said  
7 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and  
8 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are  
9 deemed acceptable.  
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11 24. [This Section Intentionally Left Blank.]

12 25. Accept ownership and sole responsibility for the operation and maintenance  
13 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation  
14 and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts ownership and  
15 responsibility for operation and maintenance of APPURTENANCES. Further, it is mutually  
16 understood by the parties hereto that prior to DISTRICT acceptance of ownership and  
17 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES,  
18 PROJECT shall be in a satisfactorily maintained condition as solely determined by DISTRICT.  
19

20 26. Pay, if suit is brought upon this Agreement or any bond guaranteeing the  
21 completion of DISTRICT DRAINAGE FACILITIES, all costs and reasonable expenses and  
22 fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all  
23 such costs, expenses and fees shall be computed as costs and included in any judgment  
24 rendered.  
25

26 27. Upon completion of construction of PROJECT, but prior to DISTRICT  
27 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,  
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1 personnel who shall be solely responsible for all quality control communications with the  
2 DEVELOPER'S contractor(s) during the construction of DISTRICT DRAINAGE FACILITIES.

3 3. DEVELOPER shall complete construction of DISTRICT DRAINAGE  
4 FACILITIES within twelve (12) consecutive months after execution of this Agreement and  
5 within ninety (90) consecutive calendar days after commencing work on DISTRICT  
6 DRAINAGE FACILITIES. It is expressly understood that since time is of the essence in this  
7 Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall  
8 constitute authority for DISTRICT to perform the remaining work and require DEVELOPER'S  
9 surety to pay to CITY the penal sum of any and all bonds. In which case, CITY shall  
10 subsequently reimburse DISTRICT for DISTRICT costs incurred.

12 4. DEVELOPER shall not request DISTRICT to accept any portion or  
13 portions of DISTRICT DRAINAGE FACILITIES or CITY to accept any portion or portions of  
14 APPURTENANCES prior to the completion of PROJECT construction.

16 5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed  
17 within twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in  
18 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.

21 In the event DEVELOPER wishes to expedite issuance of a Notice to  
22 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at  
23 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation  
24 of the individual's credentials and experience to DISTRICT for review and, if appropriate,  
25 approval. DISTRICT shall review the individual's qualifications and experience and, upon  
26 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be  
27 authorized to act on DISTRICT'S behalf on all DISTRICT DRAINAGE FACILITIES  
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1 construction and quality control matters. If DEVELOPER'S initial construction inspection  
2 deposit furnished pursuant to Section I.3. exceeds ten thousand dollars (\$10,000.00), DISTRICT  
3 shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER'S initial inspection  
4 deposit within forty-five (45) days of DISTRICT'S approval of DEPUTY INSPECTOR;  
5 however, a minimum balance of ten thousand dollars (\$10,000.00) shall be retained on account.  
6

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

20           7. DEVELOPER shall indemnify and hold harmless DISTRICT and CITY  
21 (including their agencies, districts, special districts and departments, their respective directors,  
22 officers, Board of Supervisors, elected and appointed officials, employees, agents and  
23 representatives) from any liability, claim, damage, proceeding or action, present or future, based  
24 upon, arising out of or in any way relating to DEVELOPER'S (including its officers,  
25 employees, subcontractors and agents) actual or alleged acts or omissions related to this  
26 Agreement, performance under this Agreement, or failure to comply with the requirements of  
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1 this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)  
2 liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth  
3 Amendment of the United States Constitution or any other law, ordinance or regulation caused  
4 by the diversion of waters from the natural drainage patterns or the discharge of drainage within  
5 or from PROJECT; or (d) any other element of any kind or nature whatsoever.

6 DEVELOPER shall defend, at its sole expense, including all costs and fees  
7 (including but not limited to attorney fees, cost of investigation, defense and settlements or  
8 awards), DISTRICT and CITY (including their agencies, districts, special districts and  
9 departments, their respective directors, officers, Board of Supervisors, elected and appointed  
10 officials, employees, agents and representatives) in any claim, proceeding or action for which  
11 indemnification is required.  
12

13 With respect to any of DEVELOPER'S indemnification requirements,  
14 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall  
15 have the right to adjust, settle, or compromise any such claim, proceeding or action without the  
16 prior consent of DISTRICT and CITY; provided, however, that any such adjustment, settlement  
17 or compromise in no manner whatsoever limits or circumscribes DEVELOPER'S  
18 indemnification obligations to DISTRICT or CITY.  
19

20 DEVELOPER'S indemnification obligations shall be satisfied when  
21 DEVELOPER has provided to DISTRICT and CITY the appropriate form of dismissal relieving  
22 DISTRICT or CITY from any liability for the claim, proceeding or action involved.  
23

24 The specified insurance limits required in this Agreement shall in no way  
25 limit or circumscribe DEVELOPER'S obligations to indemnify and hold harmless DISTRICT  
26 and CITY from third party claims.  
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1           In the event there is conflict between this section and California Civil Code  
2 Section 2782, this section shall be interpreted to comply with Civil Code 2782. Such  
3 interpretation shall not relieve DEVELOPER from indemnifying DISTRICT or CITY to the  
4 fullest extent allowed by law.

5           8. Any waiver by DISTRICT or by CITY of any breach of any one or more of  
6 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other  
7 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to  
8 require exact, full and complete compliance with any terms of this Agreement shall not be  
9 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from  
10 enforcement hereof.

11           9. DISTRICT and CITY each pledge to cooperate in regard to the operation  
12 and maintenance of their respective facilities as set forth herein and to discharge their respective  
13 maintenance responsibilities in an expeditious fashion so as to avoid the creation of any  
14 nuisance condition or undue maintenance impact upon the others' facilities.

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

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

19  
20  
21 RIVERSIDE COUNTY FLOOD CONTROL  
22 AND WATER CONSERVATION DISTRICT  
23 1995 Market Street  
Riverside, CA 92501

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

24 WASTE MANAGEMENT COLLECTION  
25 AND RECYCLING, INC.  
26 17700 Indian Street  
Moreno Valley, CA 92551  
Attn: Scott Jenkins

1           12. Any action at law or inequity brought by any of the parties hereto for the  
2 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of  
3 competent jurisdiction in the County of Riverside, State of California, and the parties hereto  
4 waive all provisions of law providing for a change of venue in such proceedings to any other  
5 county.

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

11           14. The rights and obligations of DEVELOPER shall inure to and be binding  
12 upon all heirs, successors and assignees.

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

18           16. The individual(s) executing this Agreement on behalf of DEVELOPER  
19 hereby certify that they have the authority within their respective company(ies) to enter into and  
20 execute this Agreement, and have been authorized to do so by any and all boards of directors,  
21 legal counsel, and or any other board, committee or other entity within their respective  
22 company(ies) which have the authority to authorize or deny entering this Agreement.

23           17. This Agreement is intended by the parties hereto as a final expression of  
24 their understanding with respect to the subject matter hereof and as a complete and exclusive  
25

1 statement of the terms and conditions thereof and supersedes any and all prior and  
2 contemporaneous agreements and understandings, oral or written, in connection therewith. This  
3 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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(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL

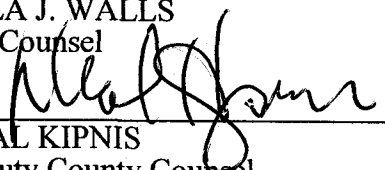
**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

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  
By   
NEAL KIPNIS  
Deputy County Counsel

NANCY ROMERO  
Clerk of the Board  
By \_\_\_\_\_  
Deputy

Cooperative Agreement: PA 08-0135  
JPS:blj  
3/12/09

RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY

By [Signature]  
CHRIS A. VOGT, P.E.  
Public Works Director/City Engineer

By [Signature]  
RICHARD A. STEWART  
Mayor

APPROVED AS TO FORM:

ATTEST:

By [Signature]  
ROBERT D. HERRICK  
City Attorney

JANE HALSTEAD  
City Clerk  
By [Signature]

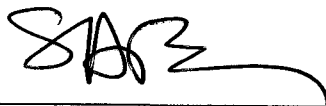
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Cooperative Agreement: PA 08-0135  
JPS:blj  
3/12/09

**WASTE MANAGEMENT COLLECTION  
AND RECYCLING, INC.,**  
a California corporation

By   
\_\_\_\_\_  
SCOTT BRADLEY  
Vice President

(ATTACH NOTARY WITH  
CAPACITY STATEMENT)

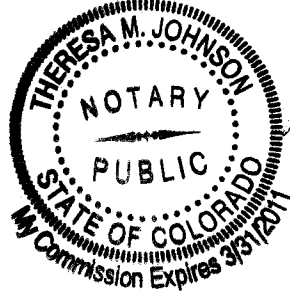
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Cooperative Agreement: PA 08-0135  
JPS:blj  
3/12/09

STATE OF COLORADO }  
COUNTY OF Arapahoe } ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of March, 2009, by Scott Bradley.

WITNESS my hand and official seal.

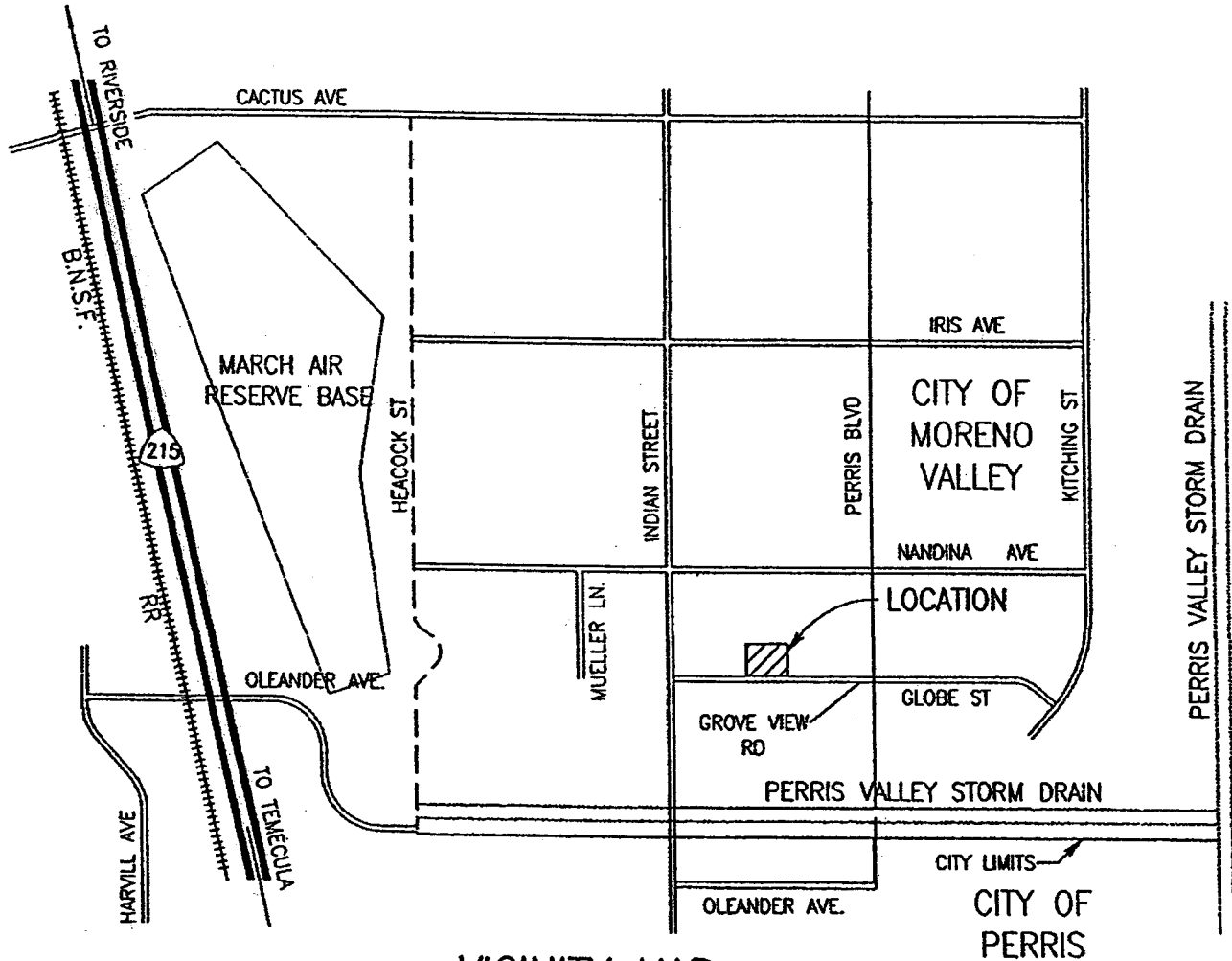


[Signature]  
Notary Public

Address: 5500 S Quebec St Ste

Greenwood Village Co, 80111

Exhibit A



VICINITY MAP

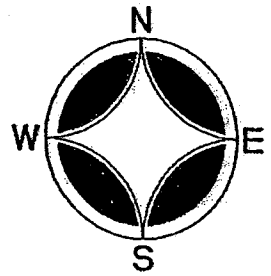
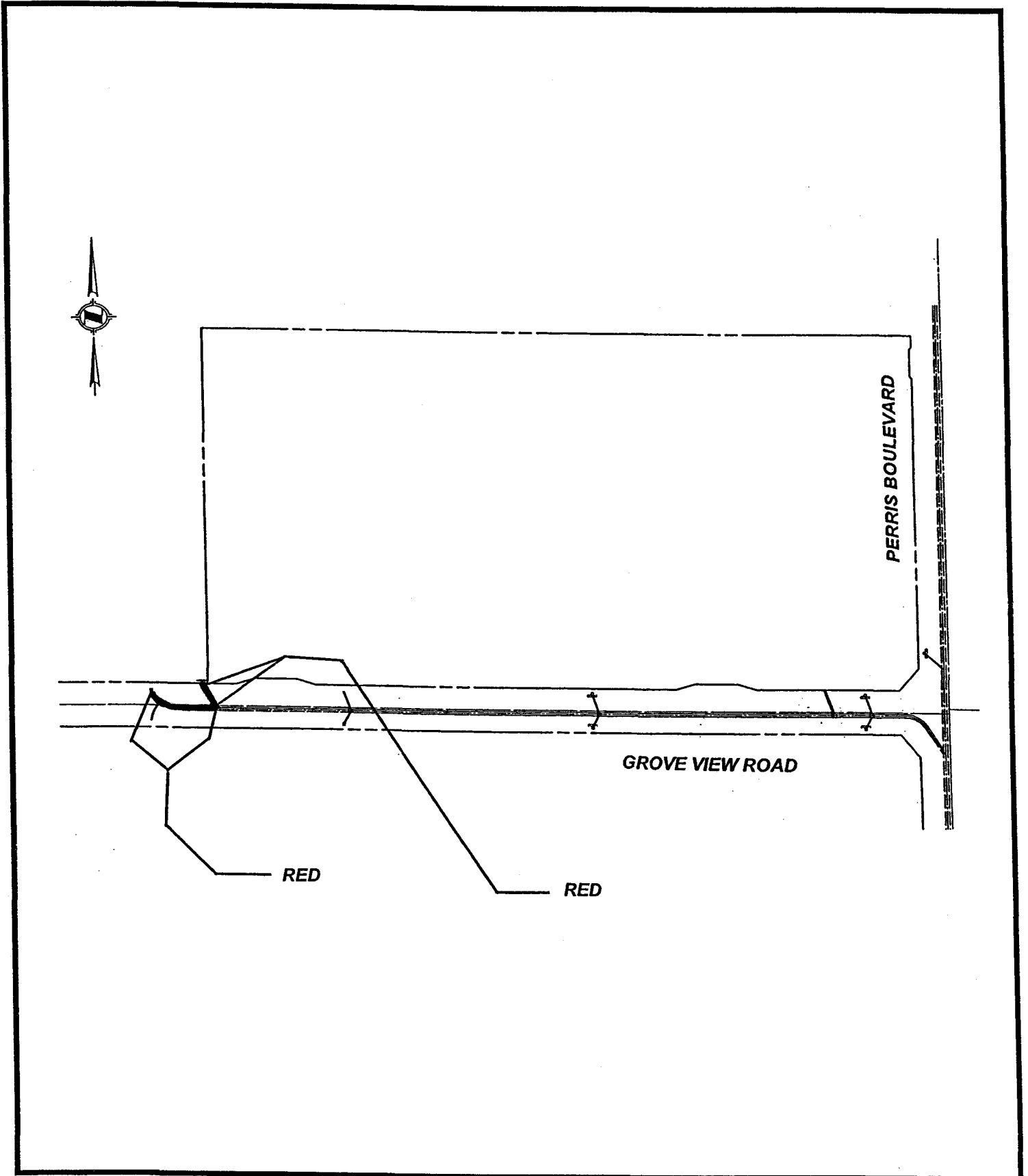
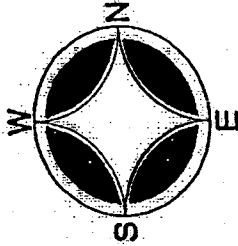


Exhibit A



**Exhibit B**



LINE	BEARING	DISTANCE
L1	N00°16'28"E	39.00'
L2	N00°16'28"E	38.00'
L3	N89°30'47"W	65.00'
L4	S00°16'28"W	38.00'
L5	S89°30'47"E	65.00'

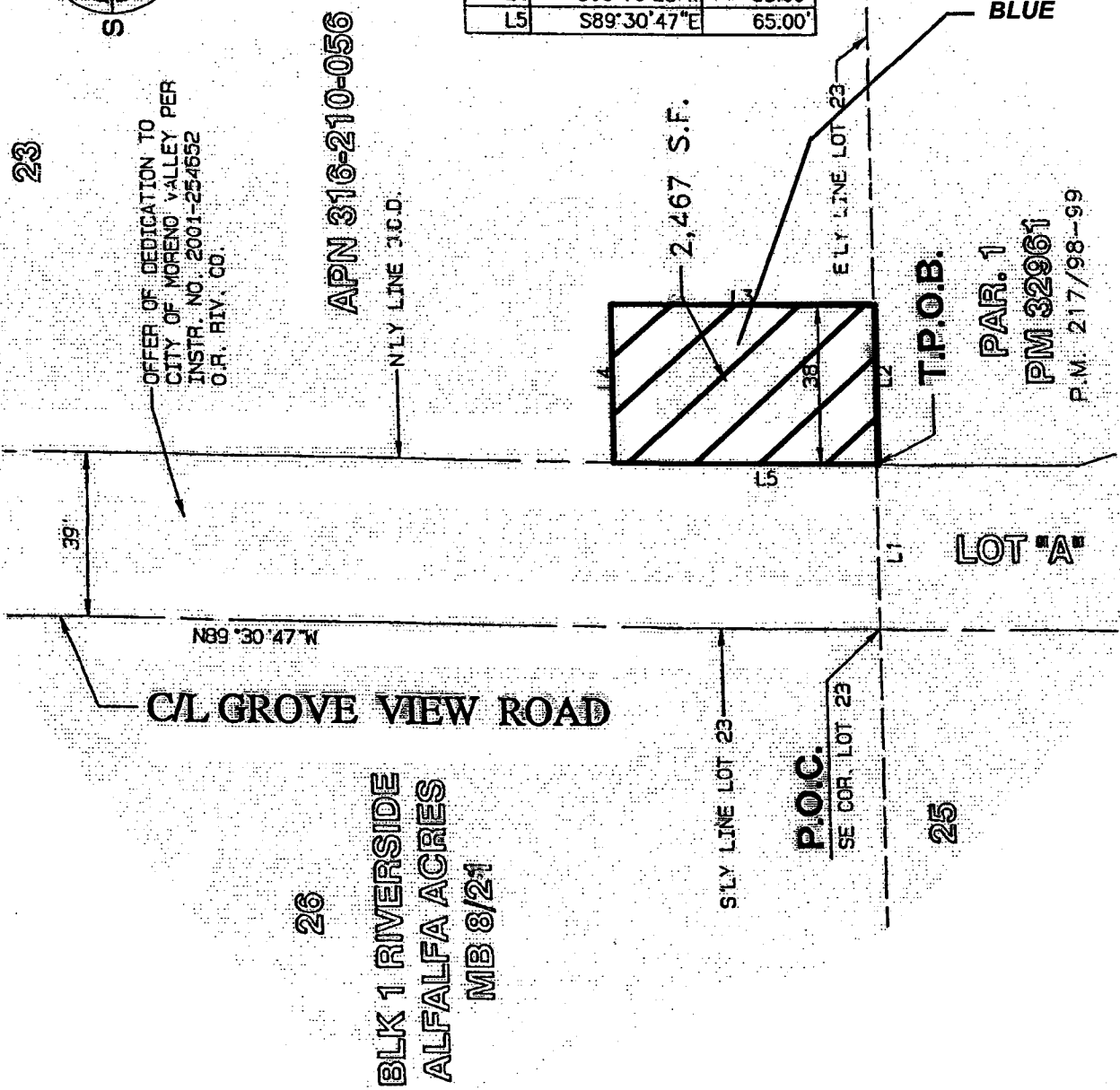
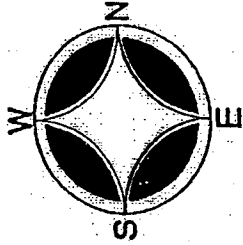


Exhibit B



APN 316-210-056

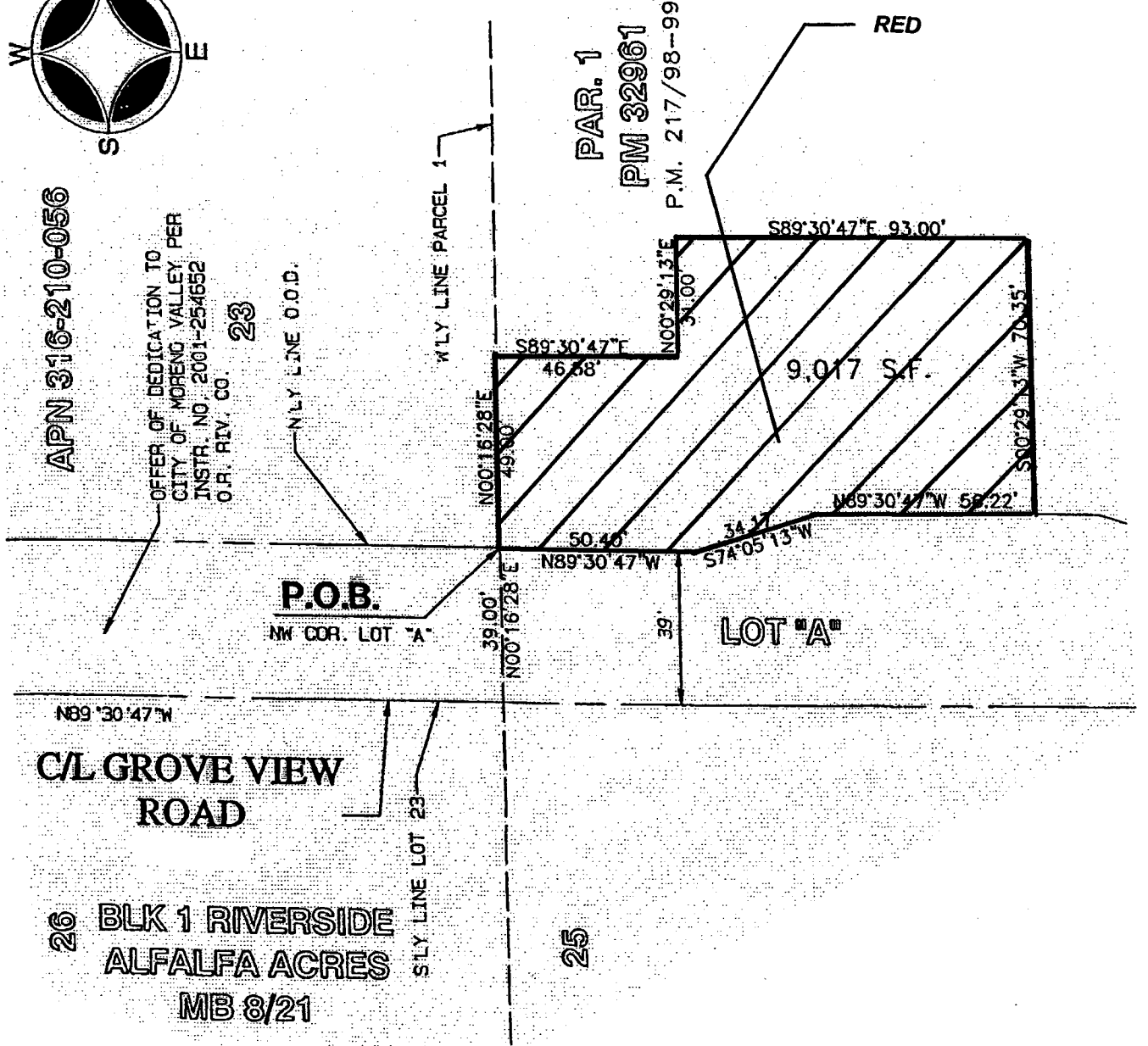
OFFER OF DEDICATION TO  
CITY OF MORENO VALLEY PER  
INSTR. NO. 2001-254652  
O.P. RIV. CO. 23

NLY LINE 0.O.D.

WLY LINE PARCEL 1

PAR. 1  
PM 32961  
P.M. 217/98-99

RED



C/L GROVE VIEW  
ROAD

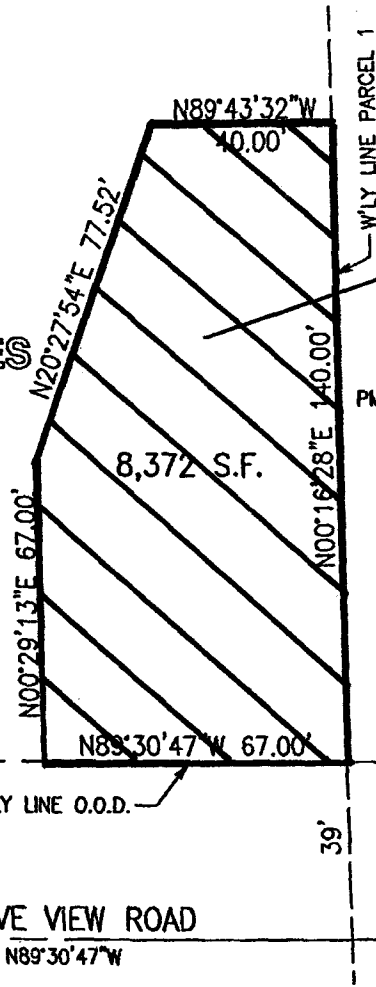
26 BLK 1 RIVERSIDE  
ALFALFA ACRES  
MB 8/21

S'LY LINE LOT 23

25

Exhibit B

APN 316-210-056  
23  
RIVERSIDE ALFALFA ACRES  
MB 8/21 RIV. CO. REC.



GREEN  
PAR. 1  
PM 32961  
PMB 217/98-99 RIV. CO. REC.

OFFER OF DEDICATION TO  
CITY OF MORENO VALLEY PER  
INSTR. NO. 2001-254652  
O.R. RIV. CO.  
N'LY LINE O.O.D.  
GROVE VIEW ROAD  
N89°30'47\"/>

