

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

409 B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
December 22, 2009

SUBJECT: University Area MDP Line 7-A
Project No. 1-0-00126, Parcel Map 30485
Amended and Restated Cooperative Agreement

RECOMMENDED MOTION:

Approve the Amended and Restated Cooperative Agreement between the District, the City of Riverside and the Operating Engineers Fund, Inc., and Columbia Business Center LLC (Developer); and authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

The Amended and Restated Cooperative Agreement revises a Cooperative Agreement previously approved June 15, 2004 (Item 11.3), setting forth the terms and conditions by which certain stormwater drainage facilities, required as a condition for approval of Parcel Map No. 30485, were to be constructed by the Developer and inspected, operated and maintained by the District and City.

Continued on Page 2

KEC:bjp

Warren D. Williams
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 COUNTY COUNSEL
BY: *Neal R. Kipnis*
NEAL R. KIPNIS
DATE

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

Prev. Agn. Ref.: | District: 1st | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

11.1

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

SUBJECT: University Area MDP Line 7-A
Project No. 1-0-00126, Parcel Map 30485
Amended and Restated Cooperative Agreement

SUBMITTAL DATE: December 22, 2009

Page 2

BACKGROUND (continued):

This revision reflects changes made in the original design and subsequent addition of the required facilities. The Agreement is necessary to formalize the operation and maintenance obligations and transfer of necessary rights of way associated with Parcel Map No. 30485 to District and City.

Upon final acceptance of the facilities, the District will assume ownership, operation and maintenance of a portion of the mainline storm drain. The City will assume ownership, operation and maintenance of the downstream mainline storm drain and appurtenances located within their 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 has funded all construction and construction inspection costs. Future operation and maintenance costs will accrue to the District.

KEC:blj:bjp

1 AMENDED AND RESTATED COOPERATIVE AGREEMENT
2 UNIVERSITY AREA MASTER DRAINAGE PLAN LINE 7-A, STORM DRAIN
3 PROJECT NO. 1-0-0126
4 (Parcel Map No. 30485 and Plot Plan DR 075-012 in the City of Riverside)

5 The RIVERSIDE COUNTY FLOOD CONTROL AND WATER
6 CONSERVATION DISTRICT, hereinafter called "DISTRICT", the CITY OF RIVERSIDE,
7 hereinafter called "CITY", and OPERATING ENGINEERS FUNDS, INC., a California
8 corporation and COLUMBIA BUSINESS CENTER, LLC a California limited liability
9 company, hereinafter together called "DEVELOPERS", hereby agree as follows:

10 RECITALS

11 A. On or about June 15, 2004 DISTRICT, CITY AND DEVELOP
12 entered into a cooperative agreement to facilitate the construction and operation of cer
13 drainage facilities required in order to provide flood protection and drainage
14 DEVELOPERS' planned development. CITY approved Parcel Map No. 30485 and Plot 1
15 No. DR 075-012 in the city of Riverside. This document replaces the June 15, 2004 agree
16 in its entirety; and

17 B. The required facilities include approximately 1,584 lineal feet of
18 underground storm drain system, hereinafter called "STORM DRAIN", as shown on District
19 Drawing No. 1-616 from Sta. 12+50 (page 7 of 8) upstream to Sta. 28+35.75 (page 4 of 8) and
20 represented in concept in red on Exhibit "A", attached hereto and made a part hereof; and

21 C. Associated with the construction of STORM DRAIN is the construction of
22 (i) certain inlets, culverts, catch basins, laterals and connector pipes and (ii) approximately 250
23 lineal feet of mainline underground storm drain and a certain outlet structure as shown on
24 District Drawing No. 1-616 (page 7 of 8) from Sta. 10+00 upstream to Sta. 12+50 located at the
25 downstream terminus of STORM DRAIN and within CITY held easements or rights of way,
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1 hereinafter called "CITY STORM DRAIN". Together, STORM DRAIN and CITY STORM
2 DRAIN are hereinafter called "PROJECT"; and

3 D. DEVELOPERS and CITY desire DISTRICT to accept ownership and
4 responsibility for the operation and maintenance STORM DRAIN, therefore, DISTRICT must
5 review and approve DEVELOPERS' improvement plans and specifications and subsequently
6 inspect the construction of the respective facilities; and
7

8 E DEVELOPERS and DISTRICT desire CITY to accept ownership and
9 responsibility for operation and maintenance of CITY STORM DRAIN located within CITY
10 held rights of way, as shown highlighted in green on Exhibit "A". Therefore, CITY must review
11 and approve DEVELOPERS' improvement plans and specifications and subsequently inspect
12 the construction of the respective facilities; and
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14 F. DISTRICT is willing to (i) review and approve DEVELOPERS' plans and
15 specifications for PROJECT, (ii) inspect the construction of STORM DRAIN and (iii) accept
16 ownership and responsibility for the operation and maintenance of STORM DRAIN as set forth
17 herein, provided DEVELOPERS (i) comply with this Agreement, (ii) pay DISTRICT the
18 amounts specified herein to cover DISTRICT'S costs for plan review, construction inspection,
19 and the preparation and administration of this Agreement, (iii) construct PROJECT in
20 accordance with plans and specifications approved by DISTRICT and CITY, (iv) obtain and
21 convey to DISTRICT and CITY the necessary rights of way as set forth herein for the
22 construction, inspection, operation and maintenance of PROJECT, and (v) accept ownership and
23 sole responsibility for the operation and maintenance of PROJECT until such time as
24 DISTRICT accepts ownership and responsibility for the operation and maintenance of STORM
25 DRAIN and CITY accepts ownership and responsibility for the operation and maintenance of
26 CITY STORM DRAIN, and (vi) obtain all necessary permits as set forth herein; and
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G. CITY is willing to (i) review and approve DEVELOPERS' improvement plans and specifications for PROJECT, (ii) accept and hold faithful performance and payment bonds submitted by DEVELOPERS for STORM DRAIN, (iii) grant DISTRICT the right to inspect, operate and maintain STORM DRAIN within CITY rights of way, (iv) inspect the construction of CITY STORM DRAIN, and (v) accept ownership and responsibility for the operation and maintenance of CITY STORM DRAIN, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY.

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

SECTION I

DEVELOPERS shall:

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

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

3. Deposit with DISTRICT, at the time of providing written notice to DISTRICT of the start of STORM DRAIN construction as set forth in Section I.10., the estimated cost of providing construction inspection for STORM DRAIN, in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of the STORM DRAIN to be inspected, operated and maintained by DISTRICT.

1 4. Grant DISTRICT and CITY, by execution of this Agreement, the right to
2 enter upon DEVELOPERS' property where necessary and convenient for the purpose of gaining
3 access to and performing inspection service for the construction of PROJECT, as set forth
4 herein.

5 5. Secure, at their sole cost and expense, all necessary licenses, agreements,
6 permits and rights of entry, as may be needed for the construction, inspection, operation and
7 maintenance of PROJECT. At the time of providing written notice to DISTRICT of the start of
8 construction as set forth in Section I.10., DEVELOPERS shall provide DISTRICT with
9 appropriate documentation that all licenses, agreements, permits, temporary construction
10 easements and rights of entry necessary to construct PROJECT, as determined by DISTRICT
11 and CITY, have been secured.

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

18 7. Provide CITY, at the time of providing written notice to DISTRICT of the
19 start of construction as set forth in Section I.10., with faithful performance and payment bonds,
20 each in the amount of one hundred percent (100%) of the estimated cost for construction of
21 STORM DRAIN as determined by DISTRICT. The surety, amount and form of the bonds shall
22 be subject to the approval of DISTRICT and CITY. The bonds shall remain in full force and
23 effect until STORM DRAIN is accepted by DISTRICT as complete; at which time the bond
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1 amount may be reduced to ten percent (10%) for a period of one year to guarantee against any
2 defective work, labor or materials.

3 8. Obtain and provide DISTRICT, at the time of providing written
4 notification to DISTRICT of the start of construction as set forth in Section I.10., with duly
5 executed Irrevocable Offer(s) of Dedication to the public for flood control purposes, including
6 ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction,
7 inspection, operation and maintenance of STORM DRAIN as shown in concept cross-hatched in
8 blue on Exhibit "B", attached hereto and made a part hereof. The Irrevocable Offer(s) of
9 Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and
10 equitable owners described in the offer.

12 9. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of
13 Dedication as set forth in Section I.8., with Preliminary Title Reports dated not more than thirty
14 (30) days prior to the date of submission for all property described in the Irrevocable Offer(s) of
15 Dedication.

17 10. Notify DISTRICT in writing (Attention: Administrative Services Section),
18 at least twenty (20) days prior to the start of construction of STORM DRAIN. Construction
19 shall not begin on STORM DRAIN, for any reason whatsoever, until DISTRICT has issued to
20 DEVELOPERS a written Notice to Proceed authorizing DEVELOPERS to initiate construction.

22 11. Furnish DISTRICT, at the time of providing written notice to DISTRICT
23 of the start of construction as set forth in Section I.10., with a complete list of all contractors and
24 subcontractors to be performing work on STORM DRAIN, including the corresponding license
25 number and license classification of each. At such time, DEVELOPERS shall further identify
26 in writing their designated superintendent for STORM DRAIN construction.

1 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT
2 of the start of construction as set forth in Section I.10., a construction schedule which shall show
3 the order and dates in which DEVELOPERS or DEVELOPERS' contractor proposes to carry on
4 the various parts of work, including estimated start and completion dates. As construction
5 progresses, DEVELOPERS shall update said construction schedule upon request.

6 13. At all times during STORM DRAIN construction, comply with all
7 Cal/OSHA safety regulations including regulations concerning confined space and maintain a
8 safe working environment for DEVELOPERS, DISTRICT and CITY employees on the site.

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

15 15. Furnish DISTRICT with the final mylar IMPROVEMENT PLANS and
16 assign their ownership to DISTRICT prior to the start of STORM DRAIN construction.

17 16. Not permit any change to or modification of IMPROVEMENT PLANS
18 without the prior written permission and consent of DISTRICT.

19 17. Construct or cause to be constructed, PROJECT at DEVELOPERS' sole
20 cost and expense in accordance with IMPROVEMENT PLANS approved by DISTRICT and
21 CITY.

22 18. During the construction period of STORM DRAIN, maintain Workers'
23 Compensation Insurance in an amount required by law. A certificate of said insurance policy
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1 shall be provided to DISTRICT and CITY at the time of providing written notice to DISTRICT
2 of the start of construction as set forth in Section I.10.

3 19. At the time of providing written notice to DISTRICT of the start of
4 construction as set forth in Section I.10. and continuing until DISTRICT accepts STORM
5 DRAIN as complete for ownership, operation and maintenance:

6 (a) Provide and maintain or cause their contractor(s) to provide
7 and maintain comprehensive liability insurance coverage
8 which shall protect DEVELOPERS from claim from damages
9 for personal injury, including accidental and wrongful death,
10 as well as from claims for property damage which may arise
11 from DEVELOPERS' construction of STORM DRAIN or the
12 performance of their obligations hereunder, whether such
13 construction or performance be by DEVELOPERS, by any of
14 their contractors, subcontractors, or by anyone employed
15 directly or indirectly by any of them. Such insurance shall
16 name DISTRICT, the County of Riverside and CITY as
17 additional insureds with respect to this Agreement and the
18 obligations of DEVELOPERS hereunder. Such insurance
19 shall provide for limits of not less than two million dollars
20 (\$2,000,000) per occurrence.

21 (b) Cause their insurance carrier(s) or their contractor's insurance
22 carrier(s), who shall be authorized by the California
23 Department of Insurance to transact the business of insurance
24 in the State of California, to furnish DISTRICT and CITY at
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1 the time of providing written notice to DISTRICT of the start
2 of construction as set forth in Section I.10. herein, with
3 certificate(s) of insurance and applicable policy endorsements
4 showing that such insurance is in full force and effect and that
5 DISTRICT, the County of Riverside and CITY are named as
6 additional insureds with respect to this Agreement and the
7 obligations of DEVELOPERS hereunder. Further, said
8 certificate(s) shall state that the issuing company shall give
9 DISTRICT and CITY sixty (60) days written notice in the
10 event of any cancellation, termination, non-renewal or
11 reduction in coverage of the policies evidenced by the
12 certificate(s). In the event of any such cancellation,
13 termination, non-renewal or reduction in coverage,
14 DEVELOPERS shall, forthwith, secure replacement
15 insurance meeting the provision of this paragraph.
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18 Failure to maintain the insurance required by this paragraph shall be
19 deemed a material breach of this Agreement and shall authorize and constitute authority for
20 DISTRICT, at their sole discretion, to proceed to perform the remaining work pursuant to
21 Section IV.3. herein.
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23 20. Upon completion of construction of STORM DRAIN and upon acceptance
24 by CITY of all rights of way as deemed necessary by DISTRICT and CITY for the operation
25 and maintenance of STORM DRAIN, but prior to DISTRICT'S acceptance of STORM DRAIN
26 for ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT,
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1 flood control easements, including ingress and egress, in a form approved by DISTRICT, to the
2 rights of way as shown in concept cross-hatched in blue on Exhibit "B".

3 21. At the time of recordation of the conveyancing document(s) as set forth in
4 Section I.20. herein, furnish DISTRICT with policies of title insurance, each in the amount of
5 not less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for
6 each parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said property as
7 being free and clear of all liens, encumbrances, assessments, easements, taxes and leases
8 (recorded or unrecorded) and except those which, in the sole discretion of the DISTRICT, are
9 acceptable.
10

11 22. Accept ownership and sole responsibility for the operation and
12 maintenance of PROJECT, until such time as DISTRICT accepts ownership and sole
13 responsibility for operation and maintenance of STORM DRAIN and CITY accepts ownership
14 and sole responsibility for the operation and maintenance of CITY STORM DRAIN. Further, it
15 is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership
16 and responsibility for the operation and maintenance of STORM DRAIN as provided herein,
17 STORM DRAIN shall be in a satisfactorily maintained condition as solely determined by
18 DISTRICT.
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20 23. Upon completion of construction of STORM DRAIN, but prior to
21 DISTRICT acceptance of STORM DRAIN for ownership, operation and maintenance,
22 DEVELOPERS' civil engineer of record or construction civil engineer of record, duly registered
23 in the State of California, shall provide to DISTRICT a redlined "as-built" copy of
24 IMPROVEMENT PLANS. After DISTRICT approval of the "as-built" drawings,
25 DEVELOPERS' engineer shall schedule with DISTRICT a time to transfer the redlines on to
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SECTION IV

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2 It is further mutually agreed:

3 1. All work involved with STORM DRAIN shall be inspected by DISTRICT
4 and shall not be deemed complete until approved and accepted in writing as complete by
5 DISTRICT.

6 2. CITY and DEVELOPERS personnel may observe and inspect all work
7 being done on STORM DRAIN, but shall provide any comments to DISTRICT personnel who
8 shall be solely responsible for all quality control communications with the contractor during the
9 construction of STORM DRAIN.
10

11 3. DEVELOPERS shall complete construction of STORM DRAIN within
12 twelve (12) consecutive months after execution of this Agreement and within thirty (30)
13 consecutive calendar days after commencing work on STORM DRAIN. It is expressly
14 understood that since time is of the essence in this Agreement, failure of DEVELOPERS to
15 perform the work within the agreed upon time shall constitute authority for DISTRICT to
16 perform the remaining work and require DEVELOPERS' surety to pay to CITY the penal sum
17 of any and all bonds. In which case, CITY shall subsequently reimburse DISTRICT for
18 DISTRICT costs incurred.
19

20 4. STORM DRAIN construction work shall be on a five (5) day, forty (40)
21 hour work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays,
22 unless otherwise approved in writing by DISTRICT. If DEVELOPERS feels it is necessary to
23 work more than the normal forty (40) hour work week or on holidays, DEVELOPERS shall
24 make a written request for permission from DISTRICT to work the additional hours. The
25 request shall be submitted to DISTRICT at least 72 hours prior to the requested additional work
26 hours and state the reasons for the overtime and the specific time frames required. The decision
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1 of granting permission for overtime work shall be made by DISTRICT at its sole discretion and
2 shall be final. If permission is granted by DISTRICT, DEVELOPERS will be charged the cost
3 incurred at the overtime rates for additional inspection time required in connection with the
4 overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments
5 thereto, of the County of Riverside.

6 5. DEVELOPERS shall not request DISTRICT to accept STORM DRAIN or
7 CITY to accept CITY STORM DRAIN, or any portion thereof, for operation and maintenance
8 until PROJECT construction is complete and accepted by DISTRICT and CITY pursuant to this
9 Agreement.

11 6. In the event that any claim or legal action is brought against DISTRICT or
12 CITY in connection with this Agreement because of the actual or alleged acts or omissions by
13 DEVELOPERS, including but not limited to design, construction or failure of STORM DRAIN
14 or CITY STORM DRAIN, DEVELOPERS shall defend, indemnify and hold DISTRICT and
15 CITY harmless therefrom, without cost to DISTRICT or CITY. Upon DEVELOPERS' failure
16 to do so, DISTRICT and CITY shall each be entitled to recover from DEVELOPERS all of their
17 cost and expenses, including, but not limited to, reasonable attorneys' fees.

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

5 DEVELOPERS shall defend, at its sole expense, including all costs and fees
6 (including but not limited to attorney fees, cost of investigation, defense and settlements or
7 awards), DISTRICT and CITY (including their agencies, districts, special districts and
8 departments, their respective directors, officers, Board of Supervisors, elected and appointed
9 officials, employees, agents and representatives) in any claim, proceeding or action for which
10 indemnification is required.
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12 With respect to any of DEVELOPERS' indemnification requirements,
13 DEVELOPERS shall, at their sole cost, have the right to use counsel of their own choice and
14 shall have the right to adjust, settle, or compromise any such claim, proceeding or action
15 without the prior consent of CITY; provided, however, that any such adjustment, settlement or
16 compromise in no manner whatsoever limits or circumscribes DEVELOPERS' indemnification
17 obligations to DISTRICT or CITY.
18

19 DEVELOPERS' indemnification obligations shall be satisfied when
20 DEVELOPERS have provided to DISTRICT and CITY the appropriate form of dismissal (or
21 similar document) relieving DISTRICT or CITY from any liability for the claim, proceeding or
22 action involved.
23

24 The specified insurance limits required in this Agreement shall in no way limit or
25 circumscribe DEVELOPERS's obligations to indemnify and hold harmless DISTRICT and
26 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 the DEVELOPERS from indemnifying DISTRICT or CITY to
 4 the 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

12 9. If any provision in this Agreement is held by a court of competent
 13 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
 14 continue in full force without being impaired or invalidated in any way.
 15

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

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

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

CITY OF RIVERSIDE
 3900 Main Street
 Riverside, CA 92522
 Attn: Mike Katusian

23 OPERATING ENGINEERS FUNDS, INC.
 100 East Corson Street, Suite 210
 24 Pasadena, CA 91103
 Attn: Louis Devay

COLUMBIA CENTER, LLC
 100 East Corson Street, Suite 400
 Pasadena, CA 91103

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

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

9 14. The rights and obligations of DEVELOPERS shall inure to and be binding
10 upon all heirs, successors and assignees.

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

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

21 17. This Agreement is intended by the parties hereto as a final expression of
22 their understanding with respect to the subject matter hereof and as a complete and exclusive
23 statement of the terms and conditions thereof and supersedes any and all prior and
24

1 contemporaneous agreements and understandings, oral or written, in connection therewith. This
2 Agreement may be changed or modified only upon the written consent of the parties hereto.

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

4 _____
5 (to be filled in by the Clerk to the Board)

6 **RECOMMENDED FOR APPROVAL: RIVERSIDE COUNTY FLOOD CONTROL
7 AND WATER CONSERVATION DISTRICT**

8 By Warren D. Williams By _____
9 WARREN D. WILLIAMS MARION ASHLEY, Chairman
General Manager-Chief Engineer Riverside County Flood Control and Water
Conservation District Board of Supervisors

10 APPROVED AS TO FORM:

ATTEST:

11 PAMELA J. WALLS
12 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

13 By Pamela J. Walls
14 Deputy

By _____
Deputy

(SEAL)

26 Amended and Restated
27 Cooperative Agreement: University Area MDP Line 7-A
28 5/4/09

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RECOMMENDED FOR APPROVAL:

CITY OF RIVERSIDE

TAB By *Self*

SIOBHAN FOSTER
Public Works Director

By *Belinda J. Graham*

~~RONALDO O. LOVERIDGE~~

Mayor, City of Riverside

Belinda J. Graham, Asst. City Mgr

APPROVED AS TO FROM:

ATTEST:

By *[Signature]*
Deputy City Attorney

By *[Signature]*

COLLEEN J. NICOL

City Clerk

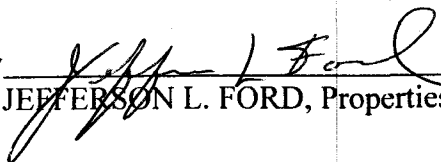
Dated _____

(SEAL)

Amended and Restated
Cooperative Agreement: University Area MDP Line 7-A
5/4/09
KEC:blj

OPERATING ENGINEERS FUNDS, INC.
a California corporation

By 
MICHAEL P. GRAYDON, Fund Manager

By 
JEFFERSON L. FORD, Properties Manager

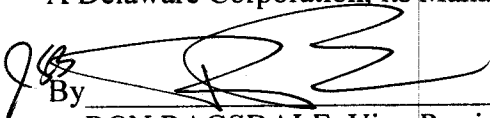
(ATTACH NOTARY WITH CAPACITY STATEMENT)

AND

COLUMBIA BUSINESS CENTER, LLC
A California limited liability company

By

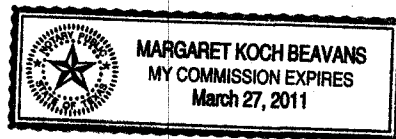
INVESCO INSTITUTIONAL (N.A.), Inc.
A Delaware Corporation, its Manager

By 
RON RAGSDALE, Vice-President

(ATTACH NOTARY WITH CAPACITY STATEMENT)

July 10, 2009
Margaret Koch Beavans

Amended and Restated
Cooperative Agreement: University Area MDP Line 7-A
5/4/09
KEC:blj



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On July 14, 2009 before me, Linda E. Hughes, notary public
(Here insert name and title of the officer)

personally appeared MICHAEL P. GRAYDON AND JEFFERSON L. FORD

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Linda E. Hughes
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

Exhibit A

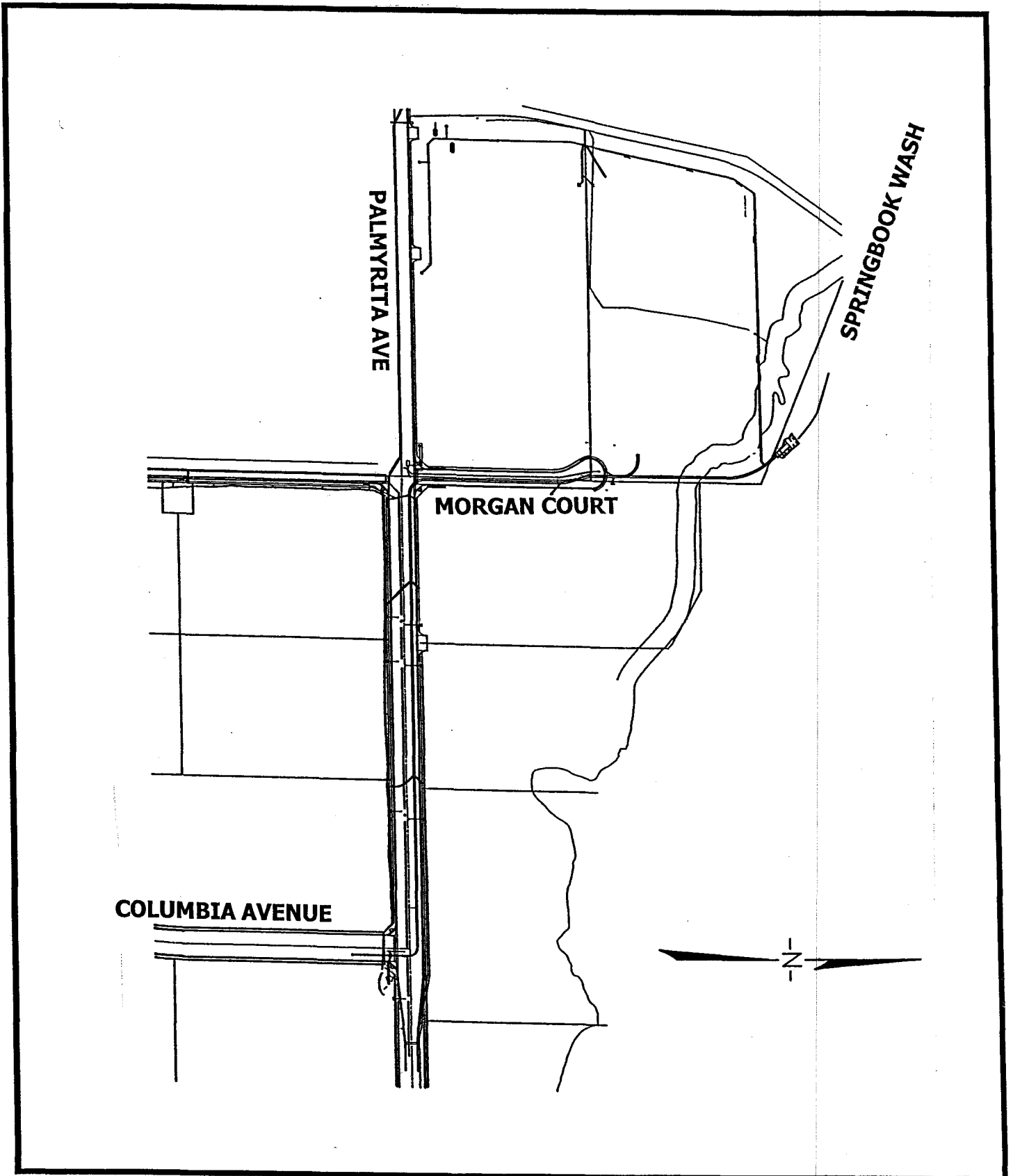


Exhibit A

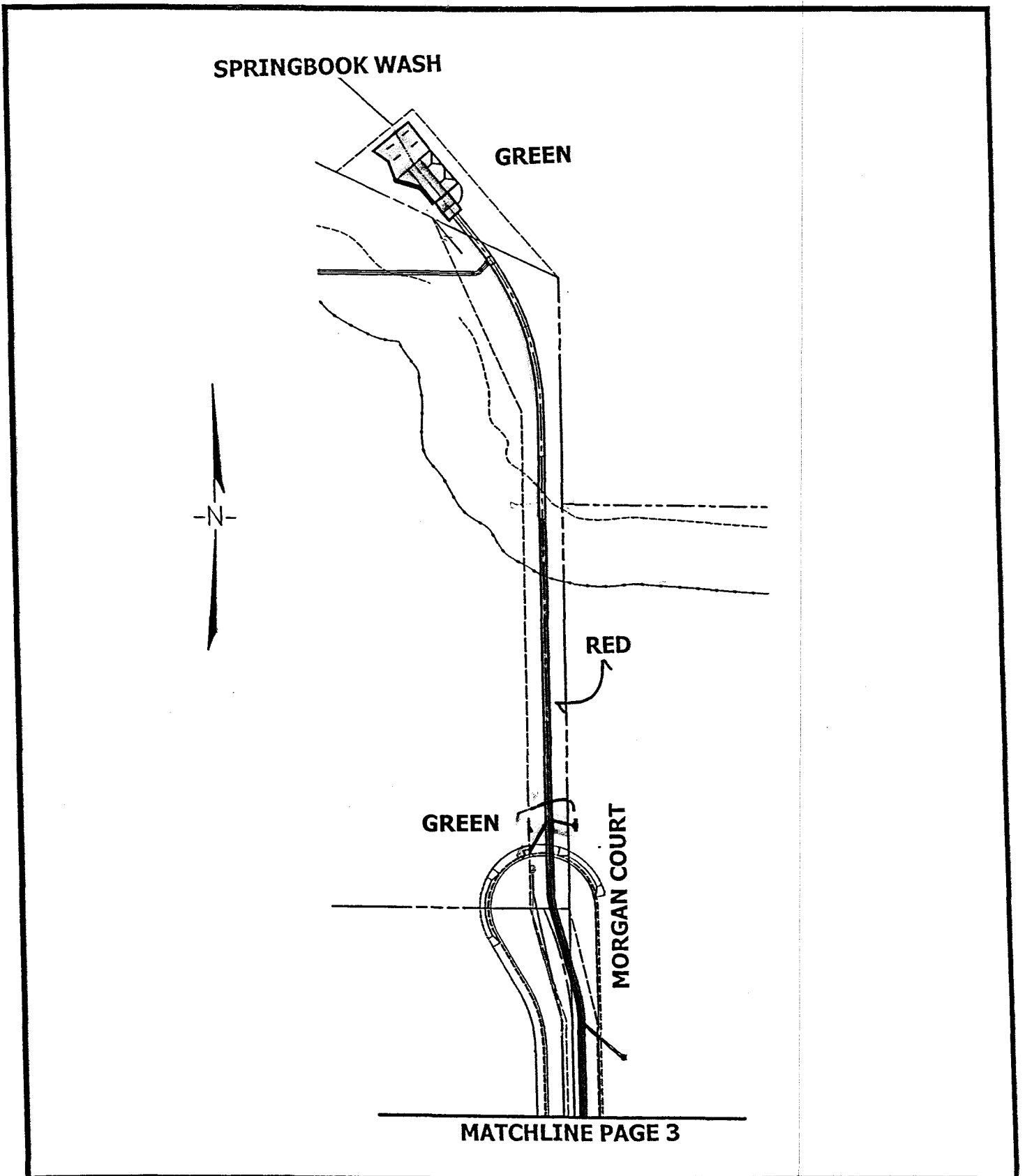


Exhibit A

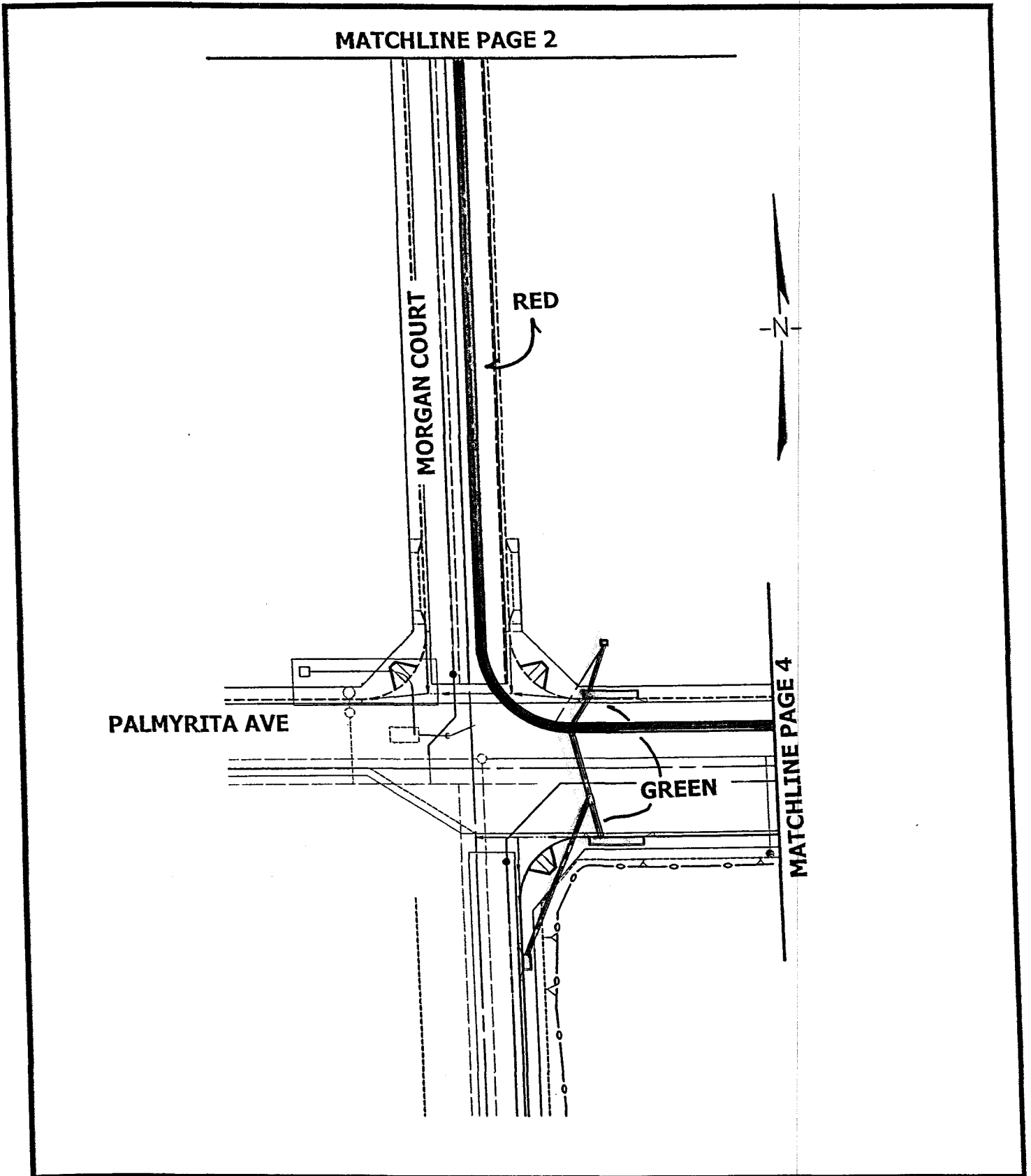


Exhibit A

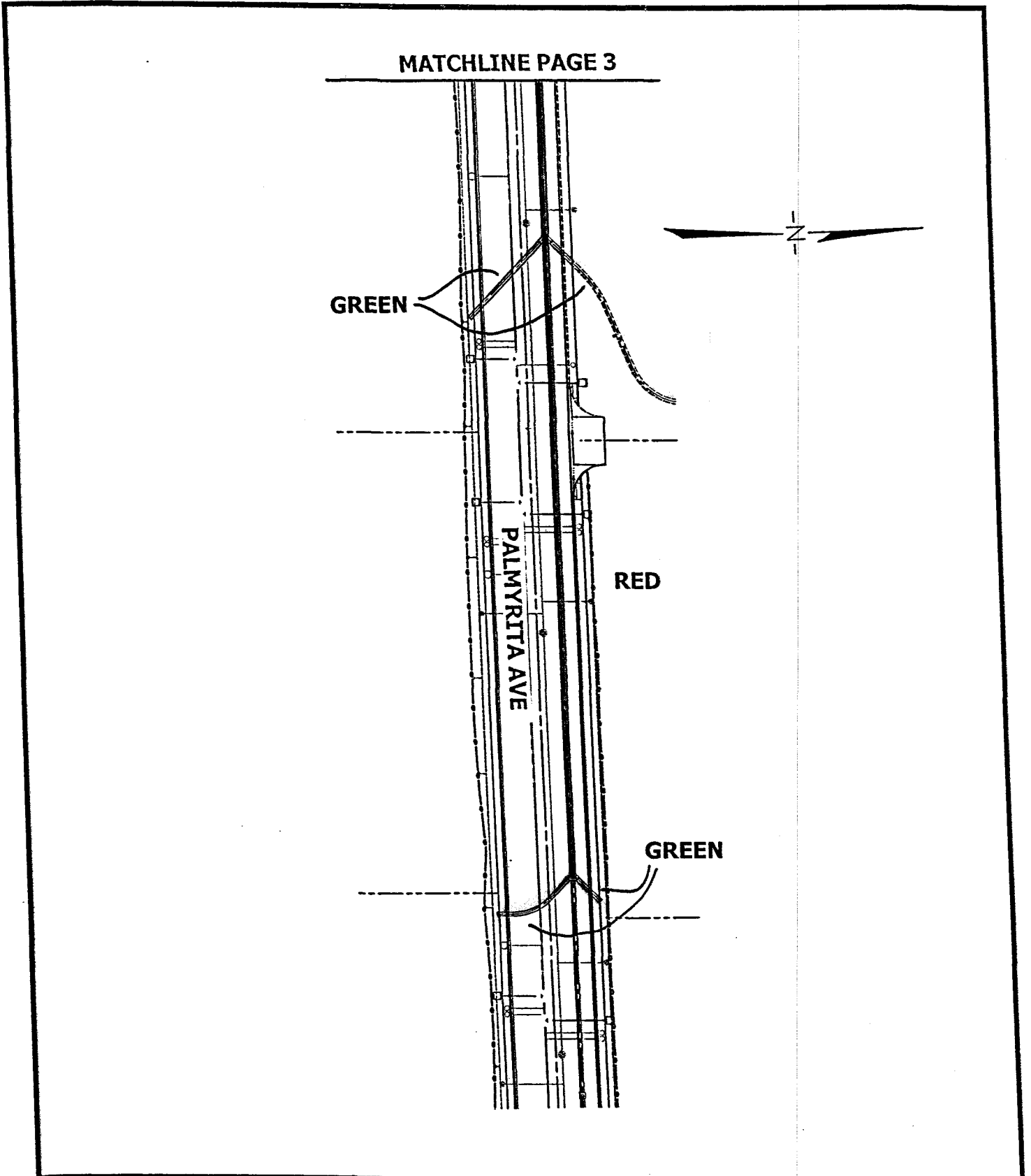


Exhibit B

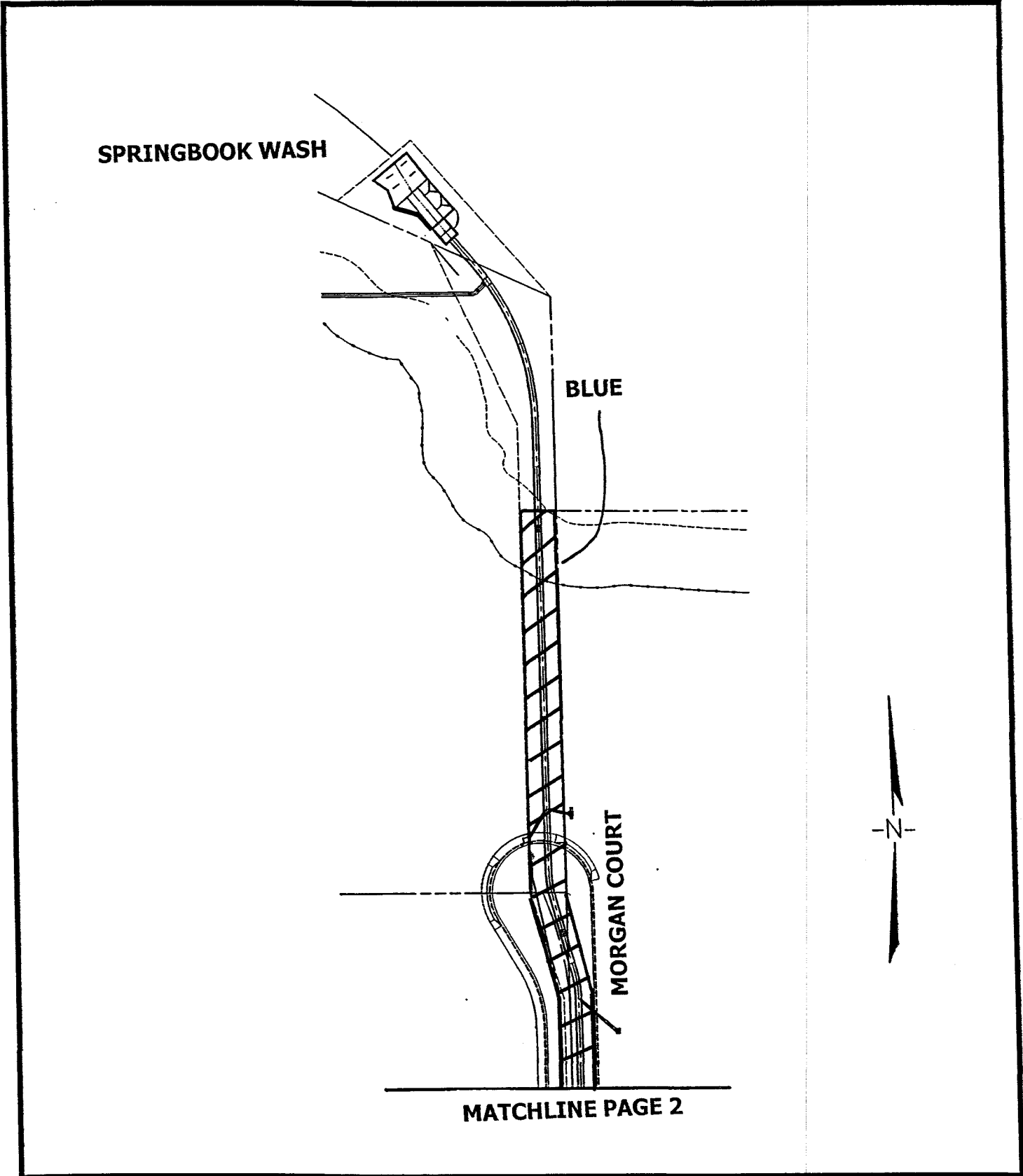


Exhibit B

MATCHLINE PAGE 1

