

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 12/9/14

Departmental Concurrence

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



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
 January 6, 2015

SUBJECT: Approval of Cooperative Agreement for Perris Valley Master Drainage Plan
 Line A-B (MS 94) Project No. 4-0-00537, 5th District/ : [\$0]

- RECOMMENDED MOTION:** That the Board of Supervisors:
1. Approve the Cooperative Agreement between the District, the City of Perris (City) and Duke Realty Limited Partnership; and
 2. Authorize the Chairman to execute the Cooperative Agreement documents on behalf of the District.

BACKGROUND:

Summary

The Cooperative Agreement sets forth the terms and conditions by which certain flood control facilities, required as a condition of approval for MS 94, are to be constructed by Developer and inspected, operated and maintained by the District and City.

Continued on Page 2

WARREN D. WILLIAMS
 General Manager-Chief Engineer

LMD:blm
 P8/166039

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ N/A	\$ N/A	\$ N/A	\$ N/A	

SOURCE OF FUNDS: Developer is funding all construction and construction inspection costs.

Budget Adjustment: N/A
 For Fiscal Year: N/A

C.E.O. RECOMMENDATION:

APPROVE
 BY:
 Imelda Delos Santos

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: District: 5th Agenda Number:

11-4

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

FORM 11: Approval of Cooperative Agreement for Perris Valley Master Drainage Plan

Line A-B (MS 94) Project No. 4-0-00537, 5th District/ [\$0]

DATE: January 6, 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection of the referenced drainage facilities. Upon completion of the facilities' construction, the District will assume ownership, operation and maintenance of the mainline storm drain, as well as four (4) lateral storm drains that are greater than 36 inches in diameter. City will assume ownership and maintenance of storm drain laterals that are 36 inches or less in diameter and drainage facilities' associated appurtenances such as catch basins, connector pipes and inlets located within City's rights of way.

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

Impact on Residents and Businesses

Developer's planned development will benefit from the storm drain facilities that are to be constructed by the Developer.

SUPPLEMENTAL:

Additional Fiscal Information

Future operations and maintenance costs associated with the mainline storm drain and four (4) lateral storm drains that are greater than 36 inches in diameter will accrue to the District.

LMD:blm

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COOPERATIVE AGREEMENT
Perris Valley Master Drainage Plan Line A-B
Project No. 4-0-00537
MS 94

The Riverside County Flood Control And Water Conservation District, hereinafter called "DISTRICT", the City of Perris, hereinafter called "CITY", and Duke Realty Limited Partnership, an Indiana limited partnership, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DEVELOPER has submitted for approval MS 94 located in the City of Perris. As a condition for approval, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER'S planned development; and

B. Legal description of MS 94 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities, as shown on District Drawing No. 4-1063, include the construction of i) approximately 4,800 lineal feet of underground reinforced concrete box and its associated outlet structure, hereinafter called "LINE A-B", as shown in concept in red on Exhibit "B" attached hereto and made a part hereof, ii) four (4) lateral storm drains that are forty-two inches (42") in diameter, hereinafter called "LATERALS", as shown in concept in blue on Exhibit "B", and iii) an access ramp, hereinafter called "ACCESS RAMP", as shown in concept in green on Exhibit "B". At its upstream terminus, LINE A-B terminates with a concrete bulkhead for future extension. At its downstream terminus, LINE A-B connects to DISTRICT'S existing Perris Valley Channel. Together, LINE A-B, LATERALS, and ACCESS RAMP are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

D. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of certain catch basins, inlets, and various lateral storm drains that are thirty-

1 six inches (36") or less in diameter located within CITY held easements or rights of way,
2 hereinafter called "CITY APPURTENANCES". Together, DISTRICT DRAINAGE
3 FACILITIES and CITY APPURTENANCES are hereinafter called "PROJECT"; and
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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 F. DEVELOPER and DISTRICT desire CITY to accept ownership and
11 responsibility for the operation and maintenance of CITY APPURTENANCES. Therefore,
12 CITY must review and approve DEVELOPER'S plans and specifications for PROJECT and
13 subsequently inspect the construction of CITY APPURTENANCES; and

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

27 H. CITY is willing to (i) review and approve DEVELOPER'S plans and
28 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold

1 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT
2 DRAINAGE FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain
3 DISTRICT DRAINAGE FACILITIES within CITY rights of way, and (v) accept ownership
4 and responsibility for the operation and maintenance of CITY APPURTENANCES, provided
5 PROJECT is constructed in accordance with DISTRICT and CITY approved plans and
6 specifications.

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

8 SECTION I

9 DEVELOPER shall:

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

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

18 3. Deposit with DISTRICT (Attention: Business Office – Accounts
19 Receivable), at the time of providing written notice to DISTRICT of the start of DISTRICT
20 DRAINAGE FACILITIES construction as set forth in Section I.8. herein, the estimated cost of
21 providing construction inspection for DISTRICT DRAINAGE FACILITIES, in an amount as
22 determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the
23 County of Riverside, including any amendments thereto, based upon the bonded value of
24 DISTRICT DRAINAGE FACILITIES.

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

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4 5. Secure, at its sole cost and expense, all necessary licenses, agreements,
5 permits, approvals, rights of way, rights of entry and temporary construction easements as may
6 be needed for the construction, inspection, operation and maintenance of DISTRICT
7 DRAINAGE FACILITIES. DEVELOPER shall furnish DISTRICT, at the time of providing
8 written notice to DISTRICT of the start of construction as set forth in Section I.8., with
9 sufficient evidence of DEVELOPER having secured such necessary licenses, agreements,
10 permits, approvals, rights of way, rights of entry and temporary construction easements as
11 determined and approved by DISTRICT.

12 6. Furnish DISTRICT with copies of all permits, approvals or agreements
13 required by any Federal, State or local resource and/or regulatory agency for the construction,
14 operation and maintenance of DISTRICT DRAINAGE FACILITIES. Such documents include
15 but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional
16 Water Quality Control Board, California State Department of Fish and Wildlife, State Water
17 Resources Control Board, and Western Riverside County Regional Conservation Authority.

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.8., with faithful performance and payment bonds,
20 each in the amount of one hundred percent (100%) of the estimated cost for construction of
21 DISTRICT DRAINAGE FACILITIES as determined by DISTRICT. The surety, amount and
22 form of the bonds shall be subject to the approval of DISTRICT and CITY. The bonds shall
23 remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by
24 DISTRICT as complete, at which time the bond amount may be reduced to five percent (5%)
25 for a period of one (1) year to guarantee against any defective work, labor or materials.

26 8. Notify DISTRICT in writing (Attention: Administrative Services Section)
27 at least twenty (20) days prior to the start of construction of DISTRICT DRAINAGE
28 FACILITIES. Construction shall not begin on any element of DISTRICT DRAINAGE

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FACILITIES for any reason whatsoever, until DISTRICT has issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of DISTRICT DRAINAGE FACILITIES.

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

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

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

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

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13. [This Section Intentionally Left Blank.]

14. Furnish DISTRICT with final mylar plans for DISTRICT DRAINAGE FACILITIES and assign their ownership to DISTRICT prior to the start of DISTRICT DRAINAGE FACILITIES construction.

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

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

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

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

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

- (a) Provide and maintain or cause its contractor(s) to provide and maintain comprehensive liability insurance coverage which shall protect DEVELOPER from claim from damages for personal injury,

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

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

3 Failure to maintain the insurance required by this paragraph shall be
4 deemed a material breach of this Agreement and shall authorize and constitute authority for
5 DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is
6 unable to perform its obligations hereunder, nor to accept responsibility for ownership,
7 operation and maintenance of DISTRICT DRAINAGE FACILITIES due, either in whole or in
8 part, to said breach of this Agreement.

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

13 21. Within two (2) weeks of completing PROJECT construction, provide
14 DISTRICT with written notice (Attention: Development Review Section) that PROJECT
15 construction is substantially complete and requesting that DISTRICT conduct a final inspection
16 of DISTRICT DRAINAGE FACILITIES and CITY conduct a final inspection of CITY
17 APPURTENANCES.

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

26 23. Upon completion of PROJECT construction, and upon acceptance by
27 CITY of all street rights of way deemed necessary by DISTRICT and CITY for the operation
28 and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT DRAINAGE

1 FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed to
2 DISTRICT the flood control easement(s) where appropriate, including ingress and egress, in a
3 formed approved by DISTRICT.
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5 24. At the time of recordation of the conveyance document(s), as set forth in
6 Section I.23., furnish DISTRICT with policies of title insurance, each in the amount of not less
7 than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
8 easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said
9 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and
10 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are
11 deemed acceptable.

12 25. Upon completion of construction of PROJECT, but prior to DISTRICT
13 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and
14 maintenance, provide or cause its civil engineer of record or construction civil engineer of
15 record, duly registered in the State of California, to provide DISTRICT with a redlined "record
16 drawings" copy of engineering plans for DISTRICT DRAINAGE FACILITIES. After
17 DISTRICT'S approval of the redlined "record drawings", DEVELOPER'S engineer shall
18 schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT'S original
19 mylars at DISTRICT'S office, after which the engineer shall review, stamp and sign the original
20 engineering plans "record drawings".

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

26 27. Ensure that all work performed pursuant to this Agreement by
27 DEVELOPER, its agents or contractors is done in accordance with all applicable laws and
28 regulations, including but not limited to all applicable provisions of the Labor Code, Business

1 and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs
2 associated with compliance with applicable laws and regulations.

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4 SECTION II

DISTRICT shall:

5 1. Review and approve IMPROVEMENT PLANS prior to the start of
6 DISTRICT DRAINAGE FACILITIES construction.

7 2. Provide CITY an opportunity to review and approve IMPROVEMENT
8 PLANS prior to DISTRICT'S final approval.

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

11 4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication as
12 set forth in Sections I.11.

13 5. Inspect construction of DISTRICT DRAINAGE FACILITIES.

14 6. Keep an accurate accounting of all DISTRICT costs associated with the
15 review and approval of IMPROVEMENT PLANS, the review and approval of right of way and
16 conveyance documents, and the processing and administration of this Agreement.

17 7. Keep an accurate accounting of all DISTRICT construction inspection
18 costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE
19 FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit,
20 as set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the
21 excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE
22 FACILITIES as being complete. If at any time the costs exceed the deposit or are anticipated
23 by DISTRICT to exceed the deposit, DEVELOPER shall pay such additional amount(s), as
24 deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT
25 DRAINAGE FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.

26 8. Accept ownership and sole responsibility for the operation and
27 maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of
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6. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication, as set forth herein, and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES.

7. Accept ownership and sole responsibility for the operation and maintenance of CITY APPURTENANCES upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

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

SECTION IV

It is further mutually agreed:

1. Prior to DISTRICT'S acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT.

2. All work involved with DISTRICT DRAINAGE FACILITIES shall be inspected by DISTRICT and shall not be deemed complete until approved and accepted in writing as complete by DISTRICT.

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

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2 4. DEVELOPER shall complete construction of DISTRICT DRAINAGE
3 FACILITIES within twelve (12) consecutive months after execution of this Agreement and
4 within two hundred fifty (250) consecutive calendar days after commencing work on
5 DISTRICT DRAINAGE FACILITIES. It is expressly understood that since time is of the
6 essence in this Agreement, failure of DEVELOPER to perform the work within the agreed
7 upon time shall constitute authority for DISTRICT to perform the remaining work and require
8 DEVELOPER' surety to pay to CITY the penal sum of any and all bonds. In which case, CITY
9 shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

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

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

27 6. DISTRICT DRAINAGE FACILITIES construction work shall be on a five
28 (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT

1 designated legal holidays, unless otherwise approved in writing by DISTRICT. If
2 DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or
3 on holidays, DEVELOPER shall make a written request for permission from DISTRICT to
4 work the additional hours. The request shall be submitted to DISTRICT at least seventy-two
5 (72) hours prior to the requested additional work hours and state the reasons for the overtime
6 and the specific time frames required. The decision of granting permission for overtime work
7 shall be made by DISTRICT at its sole discretion and shall be final. If permission is granted by
8 DISTRICT, DEVELOPER will be charged the cost incurred at the overtime rates for additional
9 inspection time required in connection with the overtime work in accordance with Ordinance
10 Nos. 671 and 749, including any amendments thereto, of the County of Riverside.

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

23 DEVELOPER shall defend, at their sole expense, including all costs and
24 fees (including but not limited to attorney fees, cost of investigation, defense and settlements or
25 awards), DISTRICT, County of Riverside and CITY (including their respective directors,
26 officers, Board of Supervisors, elected and appointed officials, employees, agents and
27 representatives) in any claim, proceeding or action for which indemnification is required.
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2 With respect to any of DEVELOPER'S indemnification requirements,
3 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall
4 have the right to adjust, settle or compromise any such claim, proceeding or action without the
5 prior consent of DISTRICT, County of Riverside, and CITY; provided, however, that any such
6 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
7 DEVELOPER'S indemnification obligations to DISTRICT, County of Riverside, or CITY.

8 DEVELOPER'S indemnification obligations shall be satisfied when
9 DEVELOPER has provided to DISTRICT and CITY the appropriate form of dismissal
10 relieving DISTRICT, County of Riverside, or CITY from any liability for the claim, proceeding
11 or action involved.

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

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

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

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

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

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

CITY OF PERRIS
101 North "D" Street
Perris, CA 92570-1998
Attn: Habib Motlagh

DUKE REALTY LIMITED PARTNERSHIP
c/o DUKE REALTY CORPORATION
600 E.96th St., Suite 100
Indianapolis, IN 46240
Attn: Jason F. Sturman

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

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

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

14. DEVELOPER shall not assign or otherwise transfer any of their 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, DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Agreement.

15. The individual(s) executing this Agreement on behalf of DEVELOPER hereby certify that they have the authority within their respective company(ies) to enter into

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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 respective company(ies) which have the authority to authorize or deny entering this Agreement.

16. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter 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

(to be filled in by Clerk of the Board)

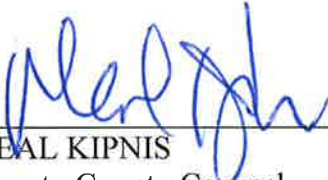
RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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:
GREGORY P. PRIAMOS
County Counsel

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL KIPNIS
Deputy County Counsel

By _____
Deputy


(SEAL)

Cooperative Agreement for
Perris Valley MDP Line A-B (MS 94)
Project No. 4-0-00537
TT:LMD:blm
11/24/14

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RECOMMENDED FOR APPROVAL:


CITY OF PERRIS

By 
HABIB MOCLAGH
City Engineer

By 
DARYL R. BUSCH
Mayor

APPROVED AS TO FORM:

ATTEST:

By 
ERIC DUNN
City Attorney

By 
NANCY SALAZAR
City Clerk


(SEAL)

Cooperative Agreement for
Perris Valley MDP Line A-B (MS 94)
Project No. 4-0-00537
TT:LMD:blm
11/24/14

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DUKE REALTY LIMITED PARTNERSHIP
an Indiana limited partnership

By: DUKE REALTY CORPORATION,
an Indiana corporation,
its sole general partner

By 

JASON F. STURMAN
Senior Vice President, Western Region

(ATTACH NOTARY WITH
CAPACITY STATEMENT)

Cooperative Agreement for
Perris Valley MDP Line A-B (MS 94)
Project No. 4-0-00537
TT:LMD:blm
11/24/14

California Acknowledgment Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange } ss.

On 12/16/2014 before me, CHARLES R. KENDALL ^{NOTARY PUBLIC}
(here insert name and title of the officer)
personally appeared JASON F STURMAN

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.

Seal



WITNESS my hand and official seal.

Charles R. Kendall ^{notary public}
Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
***This is not required under California State notary public law ***

Document Title: COOPERATIVE AGREEMENT # of Pages: 24

Notes

Exhibit A

LEGAL DESCRIPTION

PARCEL A:

LOTS C, D AND E IN BLOCK 40; THAT PORTION OF BLOCKS 41 AND 42 LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA PROPERTY AS SET OUT IN THAT CERTAIN ORDER RECORDED DECEMBER 21, 1935 AS INSTRUMENT NO. 1201 IN BOOK 263 PAGE 244 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

LOTS C, D AND E IN BLOCK 43; BLOCKS 44, 45, 46 AND 47 OF FIGADOTA FARMS UNIT NO. 10, AS SHOWN BY MAP ON FILE IN BOOK 17 PAGES 44 AND 45 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

TOGETHER WITH THAT PORTION OF LOT "T" (BARRETT AVENUE) OF SAID FIGADOTA FARMS UNIT NO. 10 ADJOINING SAID BLOCK 47 AND LOTS C, D AND E, BLOCK 43, TITLE TO WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID LAND.

TOGETHER WITH THAT PORTION OF LOT "S" (INDIAN AVENUE FORMERLY RIVERSIDE AVENUE) OF SAID FIGADOTA FARMS UNIT NO. 10 ADJOINING BLOCK 44 AND LOTS C, D AND E OF BLOCK 40, TITLE TO WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID LAND.

PARCEL B:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED SEPTEMBER 5, 1933 AS INSTRUMENT NO. 3840 IN BOOK 133 PAGE 460 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL C:

THAT PORTION OF GOVERNMENT LOT 3 OF FRACTIONAL SECTION 7, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, TOGETHER WITH ALL THAT PORTION OF BLOCKS 32 THROUGH 39 INCLUSIVE OF FIGADOTA FARM NO. 10 AS PER MAP ON FILE IN BOOK 17, PAGES 44 AND 45 OF MAPS, RECORDS OF RIVERSIDE COUNTY, SAID PORTION BEING DESCRIBED AS FOLLOWS:

Exhibit A

BEGINNING AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 3;

THENCE NORTH 88° 37' 35" WEST ALONG THE CENTERLINE OF LOT W (SINCLAIR STREET) AS SHOWN ON SAID MAP, A DISTANCE OF 1320.36 FEET TO AN INTERSECTION WITH THE WEST LINE OF LOT S (RIVERSIDE AVENUE);

THENCE NORTH 00° 10' 45" WEST ALONG THE WEST LINE OF SAID LOT S (RIVERSIDE AVENUE), A DISTANCE OF 1206.35 FEET, TO A POINT OF INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTH LINE OF MORGAN STREET;

THENCE NORTH 89° 49' 08" EAST ALONG THE SOUTH LINE OF SAID MORGAN STREET, A DISTANCE OF 1319.76 FEET TO A POINT ON THE EASTERLY LINE OF LOT T (BARRETT AVENUE);

THENCE SOUTH 00° 11' 04" EAST ALONG THE EAST LINE OF SAID LOT T (BARRETT AVENUE), A DISTANCE OF 1042.15 FEET;

THENCE SOUTH 89° 24' 11" EAST, A DISTANCE OF 265.00 FEET;

THENCE SOUTH 00° 11' 04" EAST, A DISTANCE OF 200.00 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED SEPTEMBER 5, 1933 AS INSTRUMENT NO. 3840 IN BOOK 133 PAGE 460 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE NORTH 89° 24' 11" WEST ALONG SAID NORTH LINE, A DISTANCE OF 265.00 FEET TO THE POINT OF BEGINNING.

THIS LEGAL IS PURSUANT TO CERTIFICATE OF COMPLIANCE #99-0005 RECORDED FEBRUARY 3, 1999 AS INSTRUMENT NO. 43947 OFFICIAL RECORDS.

TOGETHER WITH THAT PORTION OF LOT "T" (BARRETT AVENUE) OF SAID FIGADOTA FARMS UNIT NO. 10 ADJOINING SAID BLOCKS 35 AND 39, TITLE TO WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID LAND.

TOGETHER WITH THAT PORTION OF THE NORTH 1/2 OF LOT "W" (SINCLAIR STREET) OF SAID FIGADOTA FARMS UNIT NO. 10 ADJOINING SAID BLOCKS 36 THROUGH 39, TITLE TO WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID LAND.

TOGETHER WITH THAT PORTION OF LOT "S" (INDIAN AVENUE FORMERLY RIVERSIDE AVENUE) OF SAID FIGADOTA FARMS UNIT NO. 10 ADJOINING SAID BLOCKS 32 AND 36, TITLE TO WHICH WOULD PASS BY OPERATION OF LAW WITH A CONVEYANCE OF SAID LAND.

END OF LEGAL DESCRIPTION

Exhibit B

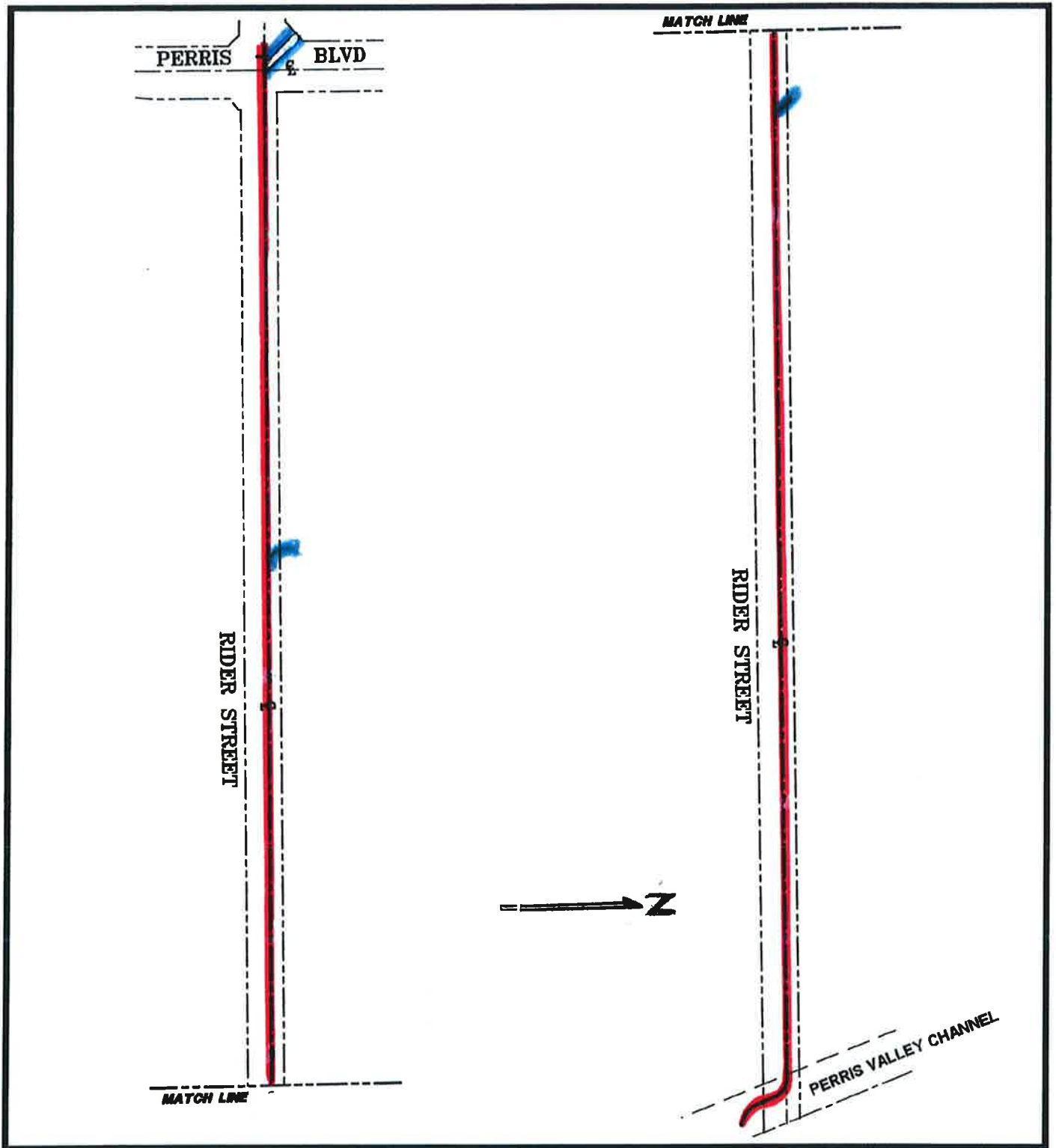


Exhibit B

