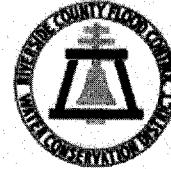


**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
11.1  
(ID # 8142)

**MEETING DATE:**

Tuesday, October 16, 2018

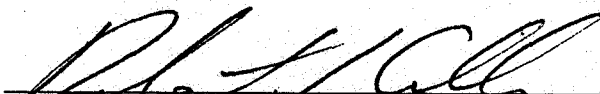
**FROM : FLOOD CONTROL DISTRICT:**

**SUBJECT: FLOOD CONTROL DISTRICT:** Approval of Cooperative Agreement between the Riverside County Flood Control and Water Conservation District, the City of Moreno Valley and Duke Realty Limited Partnership for Perris Valley MDP – Perris Boulevard Storm Drain, Stage 1 and Perris Valley MDP – Lateral B-1, Stage 4, Planning Entitlement Number 16- 0125/17-0098, Project Nos. 4-0-00464 and 4-0-00486, Nothing Further is Required under CEQA, District 5. [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that Nothing Further is Required under the California Environmental Quality Act (CEQA) because all potentially significant effects have been adequately analyzed in an earlier Mitigated Negative Declaration (MND), and have been avoided or mitigated pursuant to that earlier MND;
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the City of Moreno Valley (City) and Duke Realty Limited Partnership (Developer);
3. Authorize the Chairman to execute the agreement documents on behalf of the District;
4. Direct the Clerk of the Board to return four (4) executed Cooperative Agreements to the District; and
5. Direct the Clerk of the Board to file the Notice of Determination (NOD) with the County Clerk within five days of approval by the Board.

**ACTION: Policy**

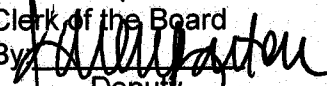
  
Bob Cullen, Assistant Chief Engineer 10/3/2018

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: October 16, 2018  
xc: Flood, Recorder

Kecia Harper-Ihem  
Clerk of the Board  
By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> The Developer is funding all construction and construction inspection costs (100%)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> N/A	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain flood control facilities are to be constructed by Developer and inspected, operated and maintained by the District, City and Developer. The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection and subsequent operation and maintenance of the facilities.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain system. The City will assume ownership and responsibility for the operation and maintenance of the project's associated catch basins, inlets, connector pipes and laterals that are 36 inches or less in diameter located within City rights of way. The Developer will retain ownership and assume operation and maintenance responsibility of two (2) 24-inch reinforced concrete pipes located within privately held rights of way.

**California Environmental Quality Act (CEQA) Findings**

An Initial Study/Mitigated Negative Declaration (MND) was prepared by the City and adopted on April 21, 2017. Pursuant to Section 15096 of the State CEQA Guidelines, the District, in its limited capacity as a responsible agency, considered the MND that was prepared for the project and independently finds that the MND adequately covers the construction, operation and ongoing maintenance of the flood control facilities that are the subject of the Agreement. Furthermore, the District finds that no significant adverse impacts will occur as a result of the operation and ongoing maintenance of the proposed storm drain facilities that are the subject of the Agreement, and no further analysis under CEQA is required. Therefore, the District prepared the attached NOD and requests that the Clerk of the Board file the NOD with the County Clerk within five working days of approval by the Board.

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

**Impact on Residents and Businesses**

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

As noted above, construction of these improvements is a requirement for the development of PEN 16-0125/PEN 17-0098. The principal beneficiaries are the future tenants of the property.

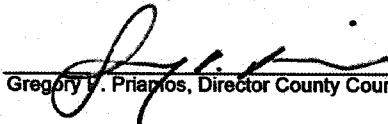
**Additional Fiscal Information**

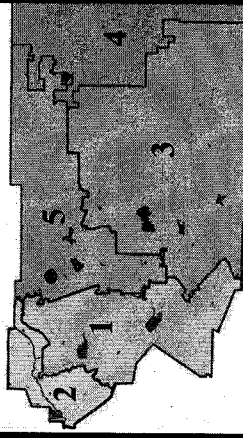
The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the facilities will accrue to the District.

**ATTACHMENTS:**

1. Vicinity Map
2. Cooperative Agreement
3. Notice of Determination

AMR:blm  
P8/222736

  
\_\_\_\_\_  
Gregory V. Priamos, Director County Counsel 10/3/2018



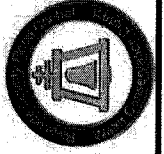
**Supervisor Districts**

**LEGEND:**

- Existing Facilities
- Project Vicinity
- Supervisorial District

**DESCRIPTION:**

Perris Valley MDP – Perris Boulevard  
 Storm Drain, Stage 1  
 Perris Valley MDP – Lateral B-1, Stage 4  
 Project Nos. 4-0-00464 and 4-0-00486  
 (Planning Entitlement Number 16-0125/  
 17-0098)



**NOTICE OF DETERMINATION**

**To:** County Clerk  
County of Riverside  
2724 Gateway Drive  
Riverside, CA 92507

**Responsible Agency:** **Riverside County Flood Control  
and Water Conservation District**  
1995 Market Street  
Riverside, CA 92501  
*Contact: Kevin Cunningham*

Original Negative Declaration/Notice of  
Determination was routed to County  
Clerks for posting on.

10/16/18  
Date

**Lead Agency:** **City of Moreno Valley  
Community Development Department**  
14177 Frederick Street  
Moreno Valley, CA 92553  
*Contact: Gabriel Diaz*

kb  
Initial

**Subject:** Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code

**State Clearinghouse Number:** N/A

**Project Title:** Perris Valley MDP – Perris Boulevard Storm Drain, Stage 1 and Perris Valley MDP Lateral B-1, Stage 4 – Cooperative Agreement

**Project Location:** The project site is located within the city of Moreno Valley. More specifically, the project is located within the Perris Boulevard right of way between San Michele Road and Rivard Road. The project area is located in Township 3 South, Range 3 West, Section 31 of the Perris 7.5 Series USGS Topographic Quadrangle map. The site is centered at approximately 33° 52' 14.28" N, 117° 13' 34.30" W (latitude, longitude).

**Project Description:** The project proponent proposes to implement development plans for an undeveloped site as described in the Initial Study/Mitigated Negative Declaration (MND) adopted by the City. As discussed in the MND that was adopted for the project, in order to provide adequate site drainage, the project proponent proposes removal and realignment of a segment of the Riverside County Flood Control and Water Conservation District's (District) Perris Valley MDP Lateral B-1, Stage 3 consisting of approximately 47 lineal feet of 66-inch reinforced concrete pipe and construction of approximately 680 lineal feet 42-inch reinforced concrete pipe that terminates with a concrete bulkhead for future extension. The "Project" referenced in this Notice of Determination is the discretionary approval by the District to enter into a cooperative agreement with the project proponent(s) which defines the terms and conditions under which the District will conduct ongoing maintenance activities for these facilities. Operations and maintenance of said facilities and acquisition of associated right of way will not result in significant adverse impacts.

**CEQA Determination:** This is to advise that the District, as a Responsible Agency for the Project, has considered the City's MND that was adopted for the project on April 21, 2017 and has made the following determinations:

1. Accepting the flood control facilities as described in the Cooperative Agreement for future maintenance is within the scope of the City's MND for the San Michele Business Center, and all environmental effects of the Project have been adequately addressed, therefore, no further CEQA review is required.
2. The Project, subject to District approval, will not have a significant effect on the environment.
3. Mitigation measures were made a condition of approval for the project and a mitigation monitoring plan/program was adopted by the Lead Agency for the project.
4. Findings were made pursuant to the provisions of CEQA.

**Documents Available for Review:** This is to certify that the records of this project's approval are available to the general public at: City of Moreno Valley Planning Department, 14177 Frederick Street, Moreno Valley, CA 92553.

**Responsible Agency Signature:**

*Joan Valle*  
JOAN VALLE  
Senior Flood Control Planner  
Riverside County Flood Control  
and Water Conservation District

**Date:**

9-13-18

OCT 16 2018 11.1

KCC:mcv

# RIVERSIDE COUNTY CLERK-RECORDER

## AUTHORIZATION TO BILL

### TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 9/12/2018 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

#### ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 40660  
DEPT ID: 947140 PROGRAM: \_\_\_\_\_

AMOUNT: \$50.00

#### REF:

CDFW Filing Fees CEQA Notice of Determination filing for Perris Valley MDP - Perris Boulevard Storm Drain, Stage 1 and Perris Valley MDP Lateral B-1, Stage 4 (PEN 16-0125) Cooperative Agreement. Project No. 137-0-3-90224

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED:

1

AUTHORIZED BY:

Karinne Hansen Ext 54330

PRESENTED BY:

Kevin Cunningham Ext 51526

CONTACT:

Joan Valle Ext 58856

### TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DOCUMENT NO(S)/INVOICE NO(S): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COOPERATIVE AGREEMENT

Perris Valley MDP Perris Boulevard Storm Drain, Stage 1  
Perris Valley MDP Lateral B-1, Stage 4  
Project Nos. 4-0-00464 and 4-0-00486  
(Planning Entitlement Nos. 16-0125 and 17-0098)

The Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Moreno Valley, a municipal corporation ("CITY"), and Duke Realty Limited Partnership, an Indiana limited partnership ("DEVELOPER"), hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. DEVELOPER has submitted for approval PEN 16-0125/17-0098 located in the City of Moreno Valley. As a condition of approval, DEVELOPER must construct certain flood control facilities identified in DISTRICT's Perris Valley MDP in order to provide flood protection and drainage for DEVELOPER's planned development; and

B. The required flood control facilities are shown in concept in blue on Exhibit "A" attached hereto and a part hereof, and as shown in DISTRICT's Drawing No. 4-1123, include the:

(i) Removal and realignment of a segment of DISTRICT's Perris Valley MDP Lateral B-1, Stage 3 consisting of approximately 47 lineal feet of 66-inch reinforced concrete pipe ("STAGE 4"); and

(ii) Construction of approximately 680 lineal feet 42-inch reinforced concrete pipe ("STORM DRAIN"). At its upstream terminus, STORM DRAIN terminates with a concrete bulkhead for future extension. STAGE 4 and STORM DRAIN are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

C. Associated with the construction of DISTRICT DRAINAGE FACILITIES

is the construction of certain catch basins, inlets, connector pipes, and various lateral storm drains that are thirty-six inches (36") or less in diameter that are located within CITY held easements or rights of way, hereinafter called "APPURTENANCES"; and

D. Also associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of two (2) 24-inch reinforced concrete pipe located within DEVELOPER held rights of way or easements, hereinafter called "DEVELOPER FACILITIES". DEVELOPER FACILITIES are to be initially owned and maintained by DEVELOPER, and subsequently owned and maintained by the Property Owners' Association for PEN 16-0125/17-0098; and

E. Together, DISTRICT DRAINAGE FACILITIES, APPURTENANCES and DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

F. CITY and DEVELOPER desire DISTRICT to ultimately accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES. Therefore, DISTRICT must review and approve DEVELOPER's plans and specifications for DISTRICT DRAINAGE FACILITIES and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES; and

G. DISTRICT and DEVELOPER desire CITY to accept ownership and responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect the construction of PROJECT; and

H. DISTRICT is willing to (i) review and approve DEVELOPER's plans and specifications for DISTRICT DRAINAGE FACILITIES, (ii) inspect the construction of DISTRICT DRAINAGE FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, provided that



DEVELOPER (i) complies with this Agreement, (ii) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications, and (iii) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES; and

I. CITY is willing to (i) review and approve PROJECT plans and specifications, (ii) inspect the construction of PROJECT, (iii) accept and hold faithful performance and payment bonds submitted by DEVELOPER for DISTRICT DRAINAGE FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain portions of DISTRICT DRAINAGE FACILITIES located within CITY rights of way, (v) accept ownership and responsibility for the operation and maintenance of APPURTENANCES, 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

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", including separate plans and specifications for DISTRICT DRAINAGE FACILITIES, in accordance with applicable DISTRICT and CITY standards, and submit 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 of IMPROVEMENT PLANS,

review and approval of right of way and conveyance documents, and with the processing and administration of this Agreement.

3. Deposit with DISTRICT (Attention: Business Office - Accounts Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT construction as set forth in Section I.8. herein, the estimated cost of providing construction inspection for DISTRICT DRAINAGE FACILITIES, 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 DISTRICT DRAINAGE FACILITIES.

4. Secure, at its sole cost and expense, all necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as may be needed for the construction, inspection, operation and maintenance of PROJECT. DEVELOPER shall furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., or not less than twenty (20) days prior to recordation of the final map for PEN 16-0125/17-0098 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as determined and approved by DISTRICT and CITY.

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

Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

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

7. Provide CITY, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., or not less than twenty (20) days prior to recordation of the final map for PEN 16-0125/17-0098 or any phase thereof, whichever occurs first, with faithful performance and payment bonds, each in the amount of one hundred percent (100%) of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by DISTRICT. The surety, amount and form of the bonds shall be subject to the approval of DISTRICT and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT and CITY as complete; at which time the bond amount may be reduced to five percent (5%) for a period of one year to guarantee against any defective work, labor or materials.

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

9. [INTENTIONALLY DELETED]

10. [INTENTIONALLY DELETED]

11. 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 its designated superintendent for PROJECT construction.

12. 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 out the various parts of work, including estimated start and completion dates. As construction of PROJECT progress, DEVELOPER shall update said construction schedule as requested by DISTRICT.

13. Furnish DISTRICT with final mylar PROJECT plans and assign their ownership to DISTRICT prior to the start on any portion of PROJECT construction.

14. 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.

15. 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.

16. 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.

17. DEVELOPER shall not commence operations until DISTRICT and CITY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT or CITY harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

A. Workers' Compensation:

If DEVELOPER has employees as defined by the State of California, DEVELOPER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT, the County of Riverside and CITY.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name the Riverside County Flood Control and Water Conservation District and CITY, its agencies, districts, special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or

appointed officials, agents or representatives as additional insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than

an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT, and at the election of the County Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to

this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- iii. DEVELOPER shall cause their insurance carrier(s) to furnish DISTRICT and CITY with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT and CITY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT and CITY receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein



is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

- iv. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's or CITY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- v. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT and CITY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.
- vi. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT and CITY.

- viii. DEVELOPER agrees to notify DISTRICT and CITY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

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

18. Construct or cause to be constructed, PROJECT at DEVELOPER's sole cost and expense in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

19. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice that PROJECT construction is substantially complete and request that DISTRICT conduct a final inspection of DISTRICT DRAINAGE FACILITIES and CITY conduct a final inspection of PROJECT.

20. [INTENTIONALLY DELETED]

21. [INTENTIONALLY DELETED]

22. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, CITY accepts ownership and responsibility for the operation and maintenance of APPURTENANCES, and the Home Owner's Association accepts ownership and responsibility for the operation and maintenance of DEVELOPER FACILITIES.

23. Accept all liability whatsoever associated with the ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES until such time as DISTRICT DRAINAGE FACILITIES are formally accepted by DISTRICT for ownership, operation and maintenance

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

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

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

## SECTION II

DISTRICT shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of

PROJECT construction.

2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Upon execution of this Cooperative Agreement, record or cause to be recorded, a copy of this Cooperative Agreement in the Official Records of the Riverside County Recorder.
4. [INTENTIONALLY DELETED]
5. Inspect DISTRICT DRAINAGE FACILITIES construction.
6. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents, and the processing and administration of this Cooperative Agreement.
7. Keep an accurate accounting of all DISTRICT construction inspection costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit, DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.
8. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT DRAINAGE FACILITIES in accordance with Section I.19., (ii) DISTRICT acceptance of PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed "record

drawings" of PROJECT plans, as set forth in Section I.25., (iv) CITY acceptance of APPURTENANCES for ownership, operation, and maintenance, and (v) DISTRICT's sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition.

9. Provide CITY with a reproducible duplicate copy of "record drawings" PROJECT plans upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

### SECTION III

CITY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, as set forth in Section I.7., and hold said bonds as provided herein.

3. Inspect PROJECT construction.

4. [INTENTIONALLY DELETED]

5. [INTENTIONALLY DELETED]

6. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way.

7. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance.

8. Not grant any occupancy permits for any units within any portion of PEN 16-0125/17-0098 or any phase thereof, until construction of PROJECT is complete, unless

otherwise approved in writing by DISTRICT.

9. 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. All work involved with PROJECT shall be inspected by DISTRICT and CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing that construction is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

2. 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'S contractor(s) during the construction of PROJECT.

3. DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

4. DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after execution of this Agreement and within one hundred twenty (120)

consecutive calendar days after commencing work on PROJECT. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

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

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

In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate,

approval. DISTRICT shall review the individual's qualifications and experience and, upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT DRAINAGE FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.3. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars (\$10,000) shall be retained on account.

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

8. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT and County of Riverside (including their agencies, districts, special districts and departments, their respective directors, officer, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions, or



suits of any kind arising out of any liability, known or unknown, present or future, including but not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT, its officers, agents and employees from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of DISTRICT DRAINAGE FACILITIES, after the acceptance of ownership, operation and maintenance of DISTRICT DRAINAGE FACILITIES by DISTRICT.

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

DEVELOPER shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or

awards), DISTRICT, County of Riverside, and CITY (including their respective agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) in any claim, proceeding or action for which indemnification is required.

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

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

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

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

10. Any waiver by DISTRICT or by CITY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to

require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcement hereof.

11. 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  
Attn: Administration Services Section

CITY OF MORENO VALLEY  
14177 Frederick Street  
Moreno Valley, CA 92552  
Attn: Michael Lloyd  
Engineering Division Manager/  
Assistant City Engineer

DUKE REALTY LIMITED PARTNERSHIP  
200 Spectrum Center Drive, Suite 1600  
Irvine, CA 92618  
Attn: Ricardo Rivas

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

13. 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.

14. 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.

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

16. DEVELOPER shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of the other parties hereto being first obtained. In the event of any such transfer or assignment, 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.

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

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

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


OCT 16 2018

(to be filled in by Clerk of the Board)

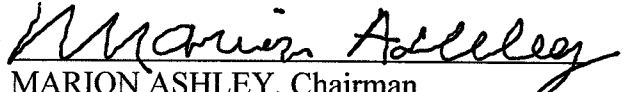
RECOMMENDED FOR APPROVAL:

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

By

  
JASON E. UHLEY  
General Manager-Chief Engineer

By

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

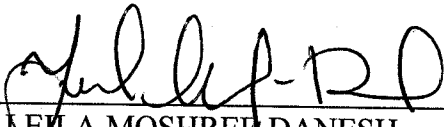
APPROVED AS TO FORM:

ATTEST:

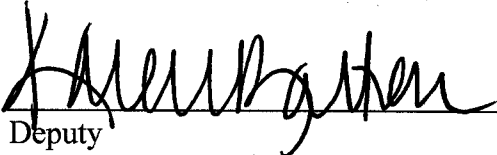
GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By

  
LEILA MOSHREF-DANESH  
Deputy County Counsel

By

  
Deputy

(SEAL)

Cooperative Agreement w/City of Perris and Duke Realty Limited Partnership:  
Perris Valley MDP – Lateral B-1, Stage 4  
Perris Valley MDP – Perris Boulevard Storm Drain, Stage 1  
Project Nos. 4-0-00486 and 4-0-00464  
PEN's 16-0125 and 17-0098  
07/02/18  
AMR:blm

RECOMMENDED FOR APPROVAL:

CITY OF MORENO VALLEY

By MZ. Wolfe  
Michael Wolfe  
Public Works Director/City Engineer

By [Signature]  
THOMAS M. DESANTIS  
City Manager

APPROVED AS TO FORM:

ATTEST:

MARTIN D. KOCZANOWICZ  
City Attorney

By [Signature]  
PAUL EARLY  
Assistant City Attorney

By [Signature]  
PAT JACQUEZ-NARES  
City Clerk


(SEAL)

Cooperative Agreement w/City of Perris and Duke Realty Limited Partnership:  
Perris Valley MDP – Lateral B-1, Stage 4  
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Project Nos. 4-0-00486 and 4-0-00464  
PEN's 16-0125 and 17-0098  
07/02/18  
AMR:blm

**DUKE REALTY LIMITED PARTNERSHIP**  
an Indiana limited partnership

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

By



CHRISTOPHER M. BURNS  
Senior Vice President,  
Southern California

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Cooperative Agreement w/City of Perris and Duke Realty Limited Partnership:  
Perris Valley MDP – Lateral B-1, Stage 4  
Perris Valley MDP – Perris Boulevard Storm Drain, Stage 1  
Project Nos. 4-0-00486 and 4-0-00464  
PEN's 16-0125 and 17-0098  
07/02/18  
AMR:blm

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

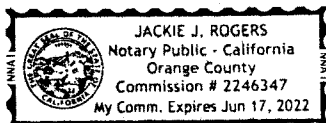
On July 9, 2018 before me, Jackie J. Rogers, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Chris Burns  
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature [Signature]  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Cooperative Agreement

Document Date: July 2, 2018 Number of Pages: 25

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Chris Burns

☒ Corporate Officer – Title(s): Regional Senior Vice President

☐ Partner – ☐ Limited ☐ General ☐ Attorney in Fact

☐ Individual ☐ Guardian of Conservator

☐ Trustee ☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General ☐ Attorney in Fact

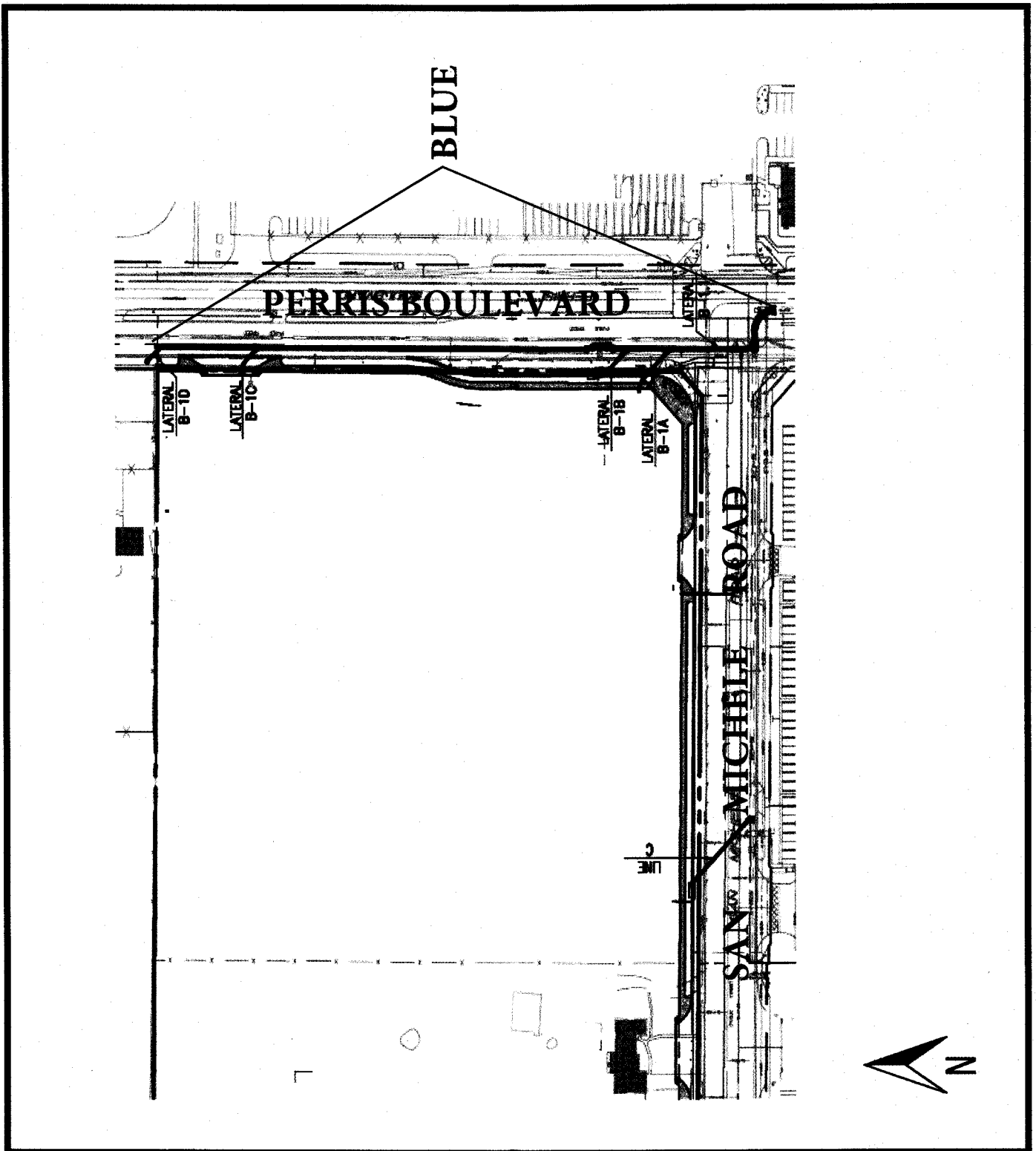
☐ Individual ☐ Guardian of Conservator

☐ Trustee ☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



## Exhibit A



### COOPERATIVE AGREEMENT

Perris Valley MDP – Perris Boulevard Storm Drain, Stage 1

Perris Valley MDP – Lateral B-1, Stage 4

Project Nos. 4-0-00464 and 4-0-00486

(Planning Entitlement Number 16-0125/17-0098)

Page 1 of 1