

FORM APPROVED COUNTY COUNSEL 7/22/15
 BY: GREGORY P. PRIAMOS DATE
 Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

724 A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 July 8, 2015

SUBJECT: Cooperative Agreement for Salt Creek – Emperor Road Storm Drain (Tract 30972-F), Project No. 4-0-00157. District 3; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:


1. Approve the Cooperative Agreement between the County of Riverside, Flood Control and Water Conservation District, and Stone Star Riverside, LLC; and
2. Authorize the Chairman of the Board to execute the Cooperative Agreement documents on behalf of the County of Riverside.

BACKGROUND:

Summary

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain Flood Control facilities, required as a condition of approval for Tract 30972-F, are to be constructed by Stone Star Riverside, LLC (Developer) and inspected, operated, and maintained by the District, County of Riverside (County), and Developer.


 Patricia Romo
 Assistant Director of Transportation


 Juan C. Perez
 Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Developer is funding all construction and construction inspection costs. There are no General Funds used in this project. **Budget Adjustment:** No
For Fiscal Year: N/A

C.E.O. RECOMMENDATION: APPROVE
 BY: 
 Alex Gann
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Cooperative Agreement for Salt Creek – Emperor Road Storm Drain (Tract 30972-F), Project No. 4-0-00157. District 3; [\$0]

DATE: July 8, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The Agreement is necessary to formalize the transfer of necessary rights-of-way for Flood Control facilities that provide flood protection and drainage for development Tract 30972-F near the community of Homeland and to provide for District inspection and subsequent operation and maintenance of the referenced storm drain facilities. Upon completion of construction by the developer, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain systems and maintenance access road. The County will assume ownership and responsibility for the operation and maintenance of the associated catch basins, outlets, inlets, laterals, and connector pipes that are 36 inches or less in diameter located within County rights-of-way. The Developer, and ultimately the homeowners association, will retain ownership and assume operation and maintenance responsibility for three detention basins and inlet structure.

County Counsel has approved the Agreement as to legal form, and the Developer has executed the Agreement. A Riverside County Flood Control and Conservation District companion item appears on the Board agenda this same date.

Project No.: 4-0-00157

Impact on Residents and Businesses

Construction of these drainage improvements is a requirement for the development of Tract No. 30972-F. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to citizens who will utilize the tract's roadways.

SUPPLEMENTAL:

Additional Fiscal Information

The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the facilities within County rights-of-way will accrue to Transportation Department.

ATTACHMENTS:

Vicinity Map
Cooperative Agreement



LOCAL VICINITY MAP

N.T.S.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

COOPERATIVE AGREEMENT
Salt Creek – Emperor Road Storm Drain
Project No. 4-0-00157
Tract No. 30972-F

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", the County of Riverside, hereinafter called "COUNTY", and Stone Star Riverside, LLC., a California limited liability company, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DEVELOPER has submitted for approval Tract No. 30972-F located in an unincorporated area of western Riverside County. As a condition of approval for Tract No. 30972-F, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER'S planned development; and

B. The legal description of Tract No. 30972-F is provided on Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities, all as shown on District Drawing No. 4-870, include construction of:

(i) approximately 1,600 lineal feet of underground storm drain system and associated outlet structure, hereinafter known as "EMPEROR ROAD STORM DRAIN", as shown in concept in red on Exhibit "B" attached hereto and made a part hereof; and

(ii) approximately 1,300 lineal feet of underground storm drain system and associated inlet and outlet, hereinafter known as "LINE F-1", as shown in concept in blue on Exhibit "B"; and

1 (iii) approximately 220 lineal feet of reinforced concrete pipe and
 2 associated inlet, hereinafter known as "LATERAL F1-C", as shown in
 3 concept in green on Exhibit "B", and

4 (iv) approximately 1,000 lineal feet of access road associated with
 5 EMPEROR ROAD STORM DRAIN, hereinafter known as ACCESS
 6 ROAD, as shown in concept in orange on Exhibit "B".
 7

8 Together, EMPEROR ROAD STORM DRAIN, LINE F-1, LATERAL F1-
 9 C, and ACCESS ROAD are hereinafter called "DISTRICT DRAINAGE FACILITIES";
 10 and

11 D. Associated with the construction of DISTRICT DRAINAGE FACILITIES
 12 is the construction of certain underground storm drain laterals that are 36 inches or less in
 13 diameter, inlets, catch basins and connector pipes located within COUNTY held easements or
 14 rights of way, hereinafter called "APPURTENANCES"; and

15 E. Also associated with the construction of DISTRICT DRAINAGE
 16 FACILITIES is the construction of:
 17

18 (i) three (3) detention basins that are to be located within privately held
 19 easements or rights of way, hereinafter collectively called
 20 "DEVELOPER BASINS". DEVELOPER BASINS are to be initially
 21 owned and maintained by DEVELOPER, and subsequently owned
 22 and maintained by the Home Owners' Association for Tract No.
 23 30972-F; and
 24

25 (ii) one (1) orifice plate and forebay approach structure associated with
 26 the inlet of EMPEROR ROAD STORM DRAIN, hereinafter called
 27 "DEVELOPER INLET STRUCTURE". DEVELOPER INLET
 28 STRUCTURE is to be initially owned and maintained by

1 DEVELOPER, and subsequently owned and maintained by the Home
2 Owners' Association for Tract No. 30972-F; and

3 Together, DEVELOPER BASINS and DEVELOPER INLET
4 STRUCTURE are hereinafter known as "DEVELOPER DRAINAGE FACILITIES"; and

5 F. Together, DISTRICT DRAINAGE FACILITIES, APPURTENANCES and
6 DEVELOPER DRAINAGE FACILITIES are hereinafter called "PROJECT"; and

7 G. At its downstream terminus, EMPEROR ROAD STORM DRAIN will
8 discharge into an existing basin, hereinafter called "BRIGGS BASIN" that is currently owned,
9 operated and maintained by Strata Mountain Gate, LLC, a California limited liability
10 corporation, and is to be eventually owned, operated and maintained by Valley Wide Recreation
11 and Park District, as shown on District Drawing No. 4-778 (Sheet No. 3) and pursuant to a
12 separate cooperative agreement between DISTRICT, COUNTY, Valley Wide Recreation and
13 Park District, and Heller Development Company, hereinafter called "VALLEY WIDE
14 AGREEMENT"; and

15 H. DEVELOPER and COUNTY desire DISTRICT to accept ownership and
16 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.

17 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for
18 PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES;
19 and

20 I. DEVELOPER and DISTRICT desire COUNTY to accept ownership and
21 responsibility for the operation and maintenance of APPURTENANCES. Therefore, COUNTY
22 must review and approve DEVELOPER'S plans and specifications for PROJECT and
23 subsequently inspect the construction of APPURTENANCES; and

24 J. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and
25 specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE
26

1 FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of
 2 DISTRICT DRAINAGE FACILITIES, provided DEVELOPER (a) complies with this
 3 Agreement, (b) constructs PROJECT in accordance with DISTRICT and COUNTY approved
 4 plans and specifications, (c) accepts ownership and responsibility for the operation and
 5 maintenance of DEVELOPER DRAINAGE FACILITIES following completion of PROJECT
 6 construction until such time as ownership and responsibility for the operation and maintenance
 7 of DEVELOPER DRAINAGE FACILITIES is assumed by the Home Owners' Association for
 8 Tract No. 30972-F, and (d) obtains and conveys to DISTRICT the necessary rights of way for
 9 the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth
 10 herein; and
 11
 12

13 K. COUNTY is willing to (i) review and approve DEVELOPER'S plans and
 14 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold
 15 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT
 16 DRAINAGE FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain
 17 DISTRICT DRAINAGE FACILITIES within COUNTY rights of way, and (v) accept
 18 ownership and responsibility for the operation and maintenance of APPURTENANCES,
 19 provided PROJECT is constructed in accordance with plans and specifications approved by
 20 DISTRICT and COUNTY.
 21

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

23 SECTION I

24 DEVELOPER shall:

- 25 1. Prepare PROJECT plans and specifications, hereinafter called
 26 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and COUNTY
 27 standards, and submit to DISTRICT and COUNTY for their respective review and approval.
 28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 rights 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., 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. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit with DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to complete inspection of PROJECT, within thirty (30) days after receipt of billing from DISTRICT.

4. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry 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., with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry, as determined and approved by DISTRICT.

5. Furnish DISTRICT 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 DISTRICT DRAINAGE FACILITIES. Such documents include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional

1 Water Quality Control Board, California State Department of Fish and Wildlife, State Water
2 Resources Control Board, and Western Riverside County Regional Conservation Authority.

3
4 6. Provide COUNTY, prior to providing written notice to DISTRICT of the
5 start of construction as set forth in Section I.8. or not less than twenty (20) days prior to
6 recordation of the final map for Tract No. 30972-F or any phase thereof, whichever occurs first,
7 with faithful performance and payment bonds, each in the amount of one hundred percent
8 (100%) of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES as
9 determined by DISTRICT. The surety, amount and form of the bonds, shall be subject to
10 approval of DISTRICT and COUNTY. The bonds shall remain in full force and effect until
11 DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT as complete, at which time
12 the bond amount may be reduced to five percent (5%) for a period of one year to guarantee
13 against any defective work, labor or materials.
14

15 7. [THIS SECTION INTENTIONALLY LEFT BLANK]

16 8. Notify DISTRICT in writing (Attention: Administrative Services Section),
17 at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not
18 begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to
19 DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence
20 construction of PROJECT.
21

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

27 10. Obtain and provide DISTRICT, at the time of providing written notice to
28 DISTRICT of the start of construction of PROJECT as set forth in Section I.8., or not less than
twenty (20) days prior to the recordation of the final map for Tract No. 30972-F or any phase

1 thereof, whichever occurs first, with duly executed Irrevocable Offers(s) of Dedication to the
2 public for flood control and drainage purposes, including ingress and egress, for the rights of
3 way deemed necessary by DISTRICT for the construction, inspection, operation and
4 maintenance of DISTRICT DRAINAGE FACILITIES as shown in concept in purple on Exhibit
5 "C" attached hereto and made a part hereof. The Irrevocable Offer(s) of Dedication shall be in a
6 form approved by DISTRICT and shall be executed by all legal and equitable owners of the
7 property described in the offer(s).
8

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

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

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

27 14. Furnish DISTRICT with final mylar PROJECT plans and assign their
28 ownership to DISTRICT prior to the start of PROJECT construction.

1 15. Not permit any change to or modification of DISTRICT and COUNTY
2 approved IMPROVEMENT PLANS without the prior written permission and consent of
3 DISTRICT and COUNTY.
4

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

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

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

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

- 24 (a) Provide and maintain or cause its contractor(s) to provide and
25 maintain comprehensive liability insurance coverage which shall
26 protect DEVELOPER from claims for damages for personal injury,
27 including accidental and wrongful death, as well as from claims for
28 property damage which may arise from DEVELOPER'S construction

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

of PROJECT or the performance of its obligations hereunder, whether such construction or performance be by DEVELOPER, by any of its contractors, subcontractors, or by anyone employed directly or indirectly by any of them. Such insurance shall name DISTRICT and COUNTY as additional insureds with respect to this Agreement and the obligations of DEVELOPER hereunder. Such insurance shall provide for limits of not less than two million dollars (\$2,000,000) per occurrence.

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

1 Failure to maintain the insurance required by this paragraph shall be
2 deemed a material breach of this Agreement and shall authorize and constitute authority for
3 DISTRICT, at its sole discretion, to proceed to perform the remaining work pursuant to Section
4 IV.3.
5

6 20. Construct or cause to be constructed, PROJECT at DEVELOPER'S sole
7 cost and expense, in accordance with DISTRICT and COUNTY approved IMPROVEMENT
8 PLANS.

9 21. Within two (2) weeks of completing PROJECT construction, provide
10 DISTRICT (Attention: Development Review Section) and COUNTY with written notice that
11 PROJECT construction is substantially complete and requesting that DISTRICT conduct a final
12 inspection of DISTRICT DRAINAGE FACILITIES and COUNTY conduct a final inspection
13 of PROJECT.
14

15 22. Upon completion of PROJECT construction, and upon acceptance by
16 COUNTY of all street rights of way deemed necessary by DISTRICT and COUNTY for the
17 operation and maintenance of DISTRICT DRAINAGE FACILITIES and APPURTENANCES,
18 but prior to DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES for ownership,
19 operation and maintenance, convey, or cause to be conveyed to DISTRICT the flood control
20 easement(s), including ingress and egress, for the rights of way deemed necessary by
21 DISTRICT for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, in a
22 form approved by DISTRICT, for the rights of way as shown in concept in purple on Exhibit
23 "C".
24

25 23. At the time of recordation of the conveyance document(s), as set forth in
26 Section I.22., furnish DISTRICT with policies of title insurance, each in the amount of not less
27 than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
28 easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said

1 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and
2 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are
3 deemed acceptable.

4
5 24. [THIS SECTION INTENTIONALLY LEFT BLANK.]

6 25. Accept ownership and sole responsibility for the operation and maintenance
7 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation
8 and maintenance of DISTRICT DRAINAGE FACILITIES, COUNTY accepts ownership and
9 responsibility for operation and maintenance of APPURTENANCES, and the Home Owners'
10 Association for Tract No. 30972-F accepts ownership and responsibility for operation and
11 maintenance of DEVELOPER DRAINAGE FACILITIES. Further, it is mutually understood by
12 the parties hereto that prior to DISTRICT acceptance of ownership and responsibility for the
13 operation and maintenance of DISTRICT DRAINAGE FACILITIES, PROJECT shall be in a
14 satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the
15 inspection and, in the sole discretion of DISTRICT, DISTRICT DRAINAGE FACILITIES are
16 not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.
17

18
19 26. [THIS SECTION INTENTIONALLY LEFT BLANK]

20 27. Upon completion of PROJECT construction, but prior to DISTRICT
21 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,
22 provide or cause its civil engineer of record or construction civil engineer of record, duly
23 registered in the State of California, to provide DISTRICT with a redlined "record drawings"
24 copy of PROJECT plans. After DISTRICT approval of the redlined "record drawings",
25 DEVELOPER'S engineer shall schedule with DISTRICT a time to transfer the redlined changes
26 onto DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review,
27 stamp and sign the original PROJECT engineering plans "record drawings".
28

1 28. Ensure that all work performed pursuant to this Agreement by
2 DEVELOPER, its agents or contractors is done in accordance with all applicable laws and
3 regulations, including but not limited to all applicable provisions of the Labor Code, Business
4 and Professions Code and Water Code. DEVELOPER shall be solely responsible for all costs
5 associated with compliance with applicable laws and regulations.
6

7 SECTION II

8 DISTRICT shall:

- 9 1. Review and approve IMPROVEMENT PLANS prior to the start of
10 PROJECT construction.
- 11 2. Provide COUNTY with an opportunity to review and approve
12 IMPROVEMENT PLANS prior to DISTRICT'S final approval.
- 13 3. Upon execution of this Agreement, record or cause to be recorded, a copy
14 of this Agreement in the Official Records of the Riverside County Recorder.
- 15 4. Record or cause to be recorded, the Irrevocable Offer(s) of Dedication
16 provided by DEVELOPER pursuant to Section I.10.
- 17 5. Inspect DISTRICT DRAINAGE FACILITIES' construction.
- 18 6. Keep an accurate accounting of all DISTRICT costs associated with the
19 review and approval of IMPROVEMENT PLANS, the review and approval of right of way and
20 conveyance documents and the processing and administration of this Agreement.
- 21 7. Keep an accurate accounting of all DISTRICT construction inspection
22 costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE
23 FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit,
24 as set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the
25 excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE
26 FACILITIES as being complete.
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.21., (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.27., (iv) recordation of all conveyance documents described in Section I.22., (v) COUNTY acceptance of all necessary street rights of way as deemed necessary by DISTRICT and COUNTY for the operation and maintenance of DISTRICT DRAINAGE FACILITIES and APPURTENANCES, (vi) COUNTY acceptance of APPURTENANCES for ownership, operation, and maintenance, and (vii) DISTRICT'S sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactorily maintained condition.

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

SECTION III

COUNTY shall:

- 1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.
- 2. Accept COUNTY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section I.6., and hold said bonds as provided herein.
- 3. Inspect PROJECT construction.
- 4. Consent, by execution of this Agreement, to the recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

5. 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, and, convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES.

6. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within COUNTY 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 and responsibility for operation and maintenance.

8. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within COUNTY 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 construction work involved with PROJECT shall be inspected by DISTRICT and COUNTY, and shall not be deemed complete until DISTRICT and COUNTY mutually agree in writing that construction is completed in accordance with DISTRICT and COUNTY approved IMPROVEMENT PLANS.

2. COUNTY and DEVELOPER personnel may observe and inspect all work being done on PROJECT, but shall provide any comments to DISTRICT personnel who shall be

1 solely responsible for all quality control communications with DEVELOPER'S contractor(s)
2 during the construction of PROJECT.

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

13 4. If DEVELOPER fails to commence construction of PROJECT within nine
14 (9) months after execution of this Cooperative Agreement, then DISTRICT reserves the right to
15 withhold issuance of the Notice to Proceed pending a review of the existing site conditions as
16 they exist at the time DEVELOPER provides written notification to DISTRICT of the start of
17 construction as set forth in Section I.8. In the event of a change in the existing site conditions
18 that materially affects PROJECT function or DISTRICT'S ability to operate and maintain
19 DISTRICT DRAINAGE FACILITIES, DISTRICT may require DEVELOPER to modify
20 IMPROVEMENT PLANS as deemed necessary by DISTRICT.
21

22 5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed
23 within twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in
24 Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the
25 issuance of a Notice to Proceed is subject to staff availability.
26

27 In the event DEVELOPER wishes to expedite issuance of a Notice to
28 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at
DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation

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

11
12 6. PROJECT construction work shall be on a five (5) day, forty (40) hour
13 work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless
14 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work
15 more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a
16 written request for permission from DISTRICT to work the additional hours. The request shall
17 be submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional
18 work hours and state the reasons for the overtime and the specific time frames required. The
19 decision of granting permission for overtime work shall be made by DISTRICT at its sole
20 discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER will be
21 charged the cost incurred at the overtime rates for additional inspection time required in
22 connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including
23 any amendments thereto, of the County of Riverside.
24

25
26 7. DEVELOPER shall indemnify and hold harmless DISTRICT and
27 COUNTY (including their agencies, districts, special districts and departments, their respective
28 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

1 upon, arising out of or in any way relating to DEVELOPER'S (including its officers, employees,
2 subcontractors and agents) actual or alleged acts or omissions related to this Agreement,
3 performance under this Agreement, or failure to comply with the requirements of this
4 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
5 liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth
6 Amendment of the United States Constitution or any other law, ordinance or regulation caused
7 by the diversion of waters from the natural drainage patterns or the discharge of drainage within
8 or from PROJECT; or (d) any other element of any kind or nature whatsoever.

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

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

23 DEVELOPER'S indemnification obligations shall be satisfied when
24 DEVELOPER has provided to DISTRICT and COUNTY the appropriate form of dismissal (or
25 similar document) relieving DISTRICT and COUNTY from any liability for the claim,
26 proceeding or action involved.

1 The specified insurance limits required in this Agreement shall in no way
2 limit or circumscribe DEVELOPER'S obligations to indemnify and hold harmless DISTRICT
3 and COUNTY from third party claims.
4

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

9 8. Any waiver by DISTRICT or by COUNTY of any breach of any one or
10 more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or
11 other breach of the same or of any other term hereof. Failure on the part of DISTRICT or
12 COUNTY to require exact, full and complete compliance with any terms of this Agreement
13 shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or
14 COUNTY from enforcement hereof.
15

16 9. This Agreement is to be construed in accordance with the laws of the State
17 of California. If any provision in this Agreement is held by a court of competent jurisdiction to
18 be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect
19 without being impaired or invalidated in any way.
20

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

23 RIVERSIDE COUNTY FLOOD CONTROL
24 AND WATER CONSERVATION DISTRICT
1995 Market Street
25 Riverside, CA 92501
Attn: Administrative Services Section
26

COUNTY OF RIVERSIDE
4080 Lemon Street, 8th Floor
Riverside, CA 92502-1090
Attn: Transportation Department
Plan Check Section
Alan French

27 STONE STAR RIVERSIDE, LLC.
c/o Lansing Companies
12671 High Bluff Drive, Suite 150
28 San Diego, CA 92130
Attn: Gregory P. Lansing

1 11. Any action at law or in equity brought by any of the parties hereto for the
2 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of
3 competent jurisdiction in the County of Riverside, State of California, and the parties hereto
4 waive all provisions of law providing for a change of venue in such proceedings to any other
5 county.
6

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

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

15 14. DEVELOPER shall not assign or otherwise transfer any of its rights, duties
16 or obligations hereunder to any person or entity without the written consent of the other parties
17 hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER
18 expressly understands and agrees that it shall remain liable with respect to any and all of the
19 obligations and duties contained in this Agreement.
20

21 15. The individual(s) executing this Agreement on behalf of DEVELOPER
22 certify that they have the authority within their respective company(ies) to enter into and
23 execute this Agreement, and have been authorized to do so by all boards of directors, legal
24 counsel, and/or any other board, committee or other entity within their respective company(ies)
25 which have the authority to authorize or deny entering into this Agreement.
26

27 16. This Agreement is intended by the parties hereto as a final expression of
28 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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

//
//

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By _____
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

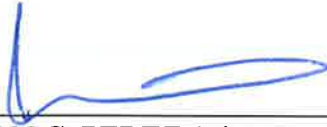
(SEAL)

Cooperative Agreement:
Salt Creek – Emperor Road Storm Drain
Project No. 4-0-00157
Tract No. 30972-F
LMD:blm
06/23/15

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
JUAN C. PEREZ, Director
Transportation and Land Management


By _____
MARION ASHLEY, Chairman
Riverside County Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
MARSHA L. VICTOR
Principal Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement:
Salt Creek – Emperor Road Storm Drain
Project No. 4-0-00157
Tract No. 30972-F
LMD:blm
06/23/15

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

STONE STAR RIVERSIDE, LLC
a California limited liability company

By _____
GREGORY P. LANSING
Managing Member

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement:
Salt Creek – Emperor Road Storm Drain
Project No. 4-0-00157
Tract No. 30972-F
LMD:blm
06/23/15

Exhibit A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL A:

PARCELS 2 AND 3 SHOWN ON PARCEL MAP 32062 RECORDED MAY 3, 2007 AS INSTRUMENT NO. 07-298206 IN BOOK 221, PAGES 25 TO 29 OF PARCEL MAPS IN THE OFFICIAL RECORDS OF RIVERSIDE COUNTY CALIFORNIA.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR PERMANENT SLOPE EASEMENT INCLUDING THE RIGHT OF INGRESS AND EGRESS THERETO, OVER, UNDER, AND ACROSS THAT CERTAIN PORTION OF THE VAN SOYE PROPERTY, SHOWN IN "EASEMENT DEED", RECORDED ON OCTOBER 6, 2006 AS INSTRUMENT NO. 06-740478 OF OFFICIAL RECORDS.

APN: 459-020-068-6; 459-040-010-5 and 459-060-017-4

COOPERATIVE AGREEMENT

Salt Creek – Emperor Road Storm Drain

Tract No. 30972-F

Project No. 4-0-00157

Page 1 of 1

Exhibit B

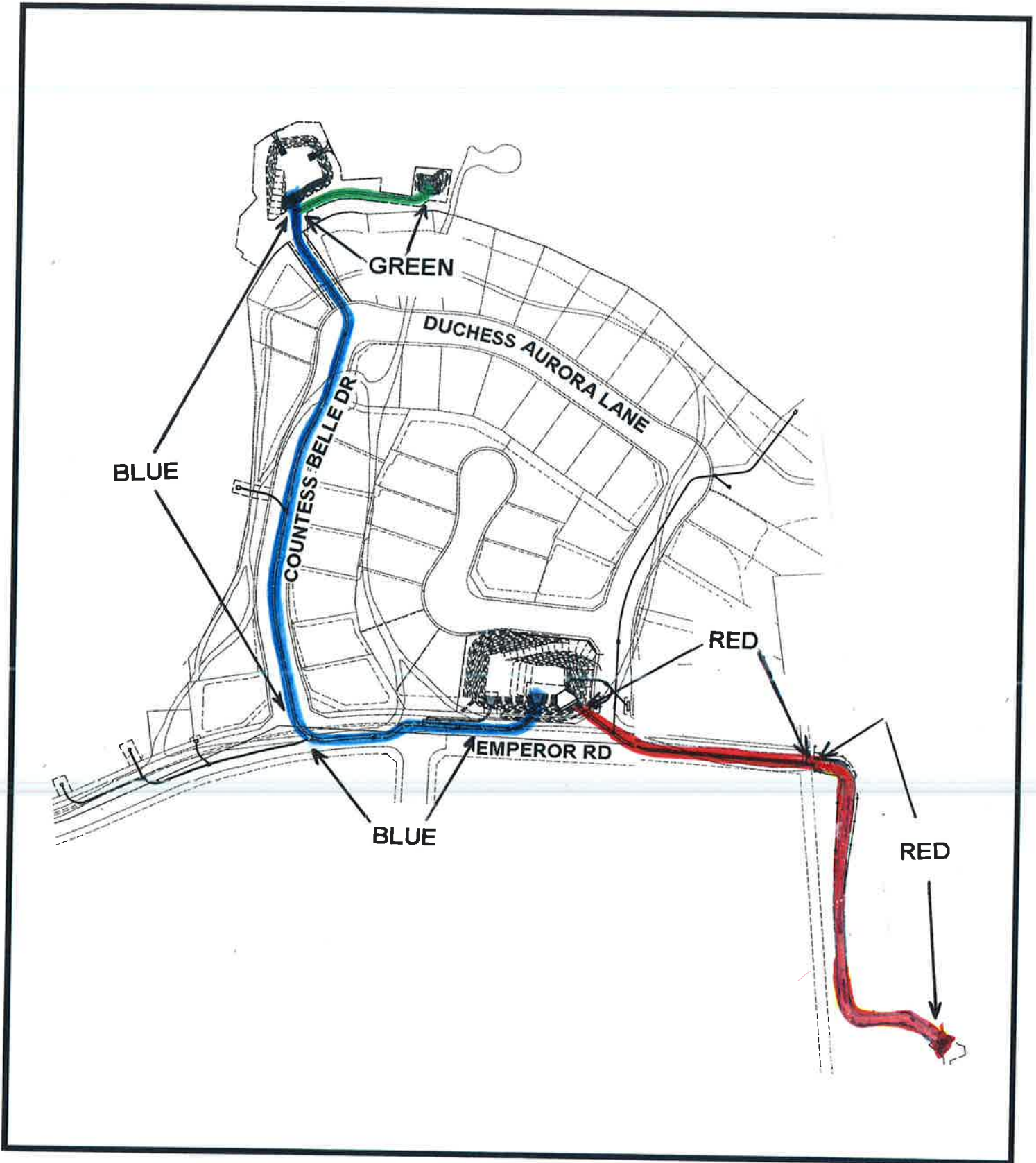


Exhibit B

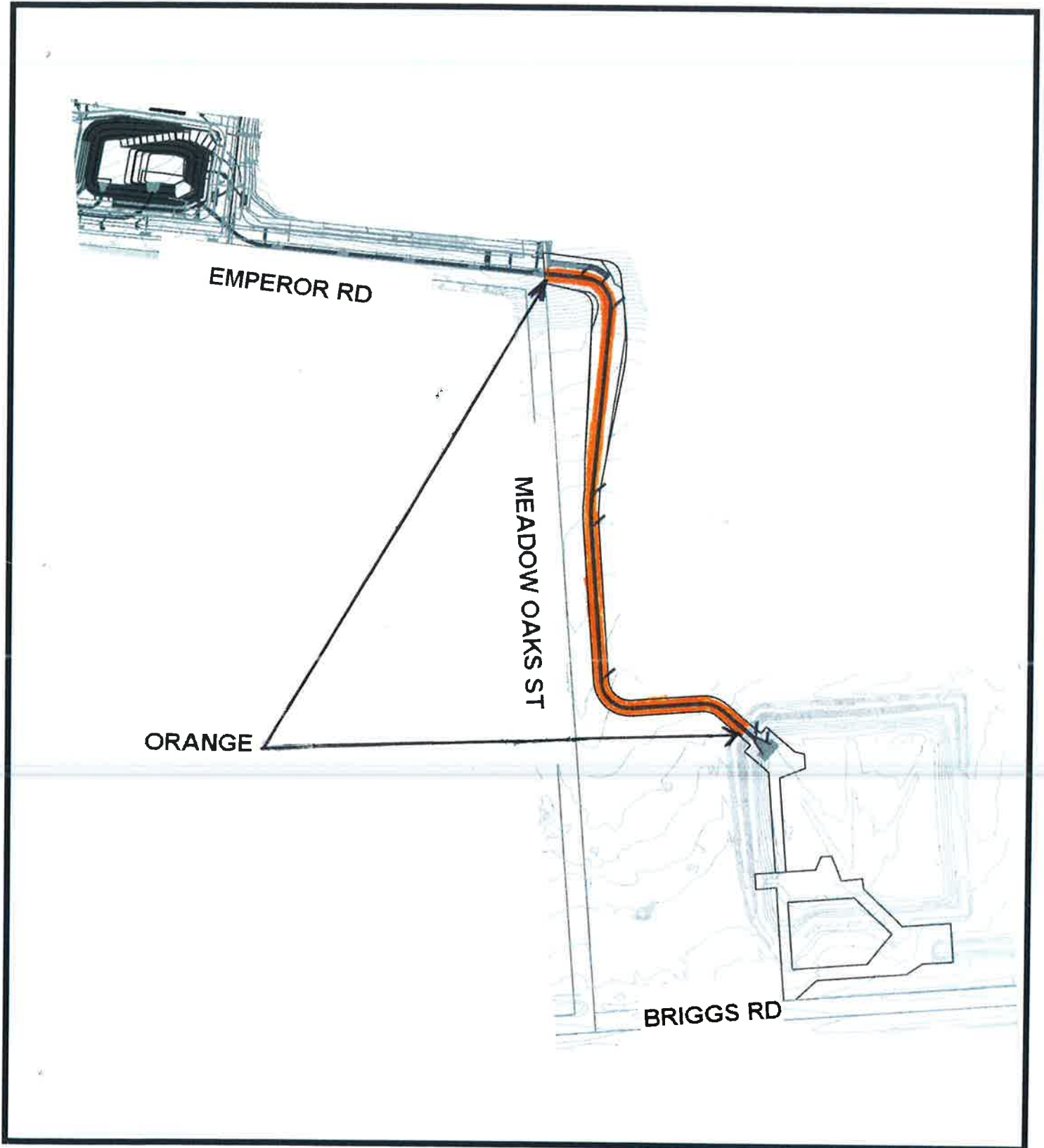


Exhibit C

