

FORM APPROVED COUNTY COUNSEL 3/9/16
 BY: GREGORY P. PRAMOS DATE

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

404B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

April 26, 2016

SUBJECT: Approval of Cooperative Agreement for Cantu-Galleano Ranch Road Bridge Widening (EP 3643), Tract No. 31644-1; District 2; [N/A]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the District, the City of Jurupa Valley (City) and Pulte Home Corporation (Developer); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

Summary

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which the Developer will construct a certain vehicular bridge on Cantu-Galleano Ranch Road and reconstruct certain portions of District's Day Creek Channel as a condition of approval for Tract No. 31644-1 and inspected, operated and maintained by the District, City and Developer.

(Continued on Page 2)

AMR:bjp
 P8/203014

[Signature]
 JASON UHLEY
 Acting General Manager-Chief
 Engineer

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

SOURCE OF FUNDS:	Budget Adjustment: No
	For Fiscal Year: N/A

C.E.O. RECOMMENDATION:

APPROVE
[Signature]
 BY: Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.:

District: 2nd

Agenda Number:

11-2

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

FORM 11: Approval of Cooperative Agreement for Cantu-Galleano Ranch Road Bridge Widening
(EP 3643), Tract No. 31644-1; District 2; [\$N/A]

DATE: April 26, 2016

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

Said vehicular bridge spanning District's Day Creek Channel will not conflict with the Channel's primary function and the City will assure unimpeded passage on the access road for the District to continue operation and maintenance of Channel.

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 reconstructed facilities. Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of the Channel and a maintenance access road. The City will assume ownership and responsibility for the operation and maintenance of the vehicular bridge located within its rights of way.

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

Impact on Residents and Businesses

The residents and businesses of City of Jurupa Valley will be the primary beneficiaries of the proposed expansion of vehicular bridge project.

SUPPLEMENTAL:

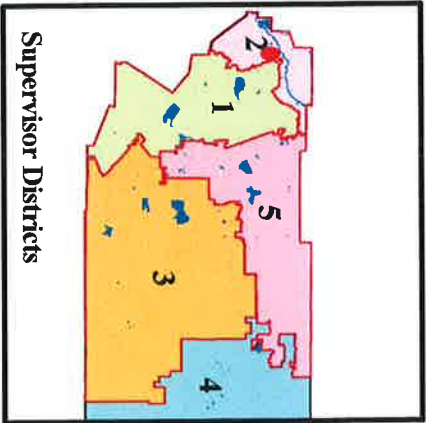
Additional Fiscal Information

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

ATTACHMENT:

1. Vicinity Map
2. Cooperative Agreement

AMR:bjp
P8/203014



Supervisor Districts

LEGEND:

- Project Vicinity
- Supervisorial District

DESCRIPTION:

Cantu-Galleano Ranch Road Bridge Widening (EP 3643)



COOPERATIVE AGREEMENT
Cantu-Galleano Ranch Road Bridge Widening (EP 3643)
Tract No. 31644-1

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", the City of Jurupa Valley, hereinafter called "CITY", and Pulte Home Corporation, a Michigan corporation, hereinafter called "DEVELOPER", hereby agree as follows:

RECITALS

A. DISTRICT operates and maintains Day Creek Channel, Stage 4 (Project No. 1-0-00250), hereinafter called "CHANNEL", located in the city of Jurupa Valley. CHANNEL was constructed by DISTRICT for the purpose of providing flood protection and drainage improvements to the area; and

B. DEVELOPER is the legal owner of record of certain real property, including Tract No. 31644-1, located within the County of Riverside. DEVELOPER has submitted for approval Tract No. 31644-1 located in the city of Jurupa Valley. As a condition of approval for Tract No. 31644-1, DEVELOPER must widen a certain vehicular bridge within Cantu-Galleano Ranch Road spanning CHANNEL; and

C. The required construction includes (i) the removal and reconstruction of approximately 55 lineal feet of DISTRICT'S CHANNEL, hereinafter called "RECONSTRUCTED CHANNEL", (ii) the removal and relocation of DISTRICT'S existing access maintenance road, fence and gates, hereinafter called "RECONSTRUCTED ACCESS ROAD", and (iii) construction of approximately 3,390 square feet of slab bridge and ancillary structures, hereinafter collectively called "BRIDGE WIDENING", as shown in concept in red on Exhibit "A" attached hereto and made a part hereof. Together, RECONSTRUCTED CHANNEL and RECONSTRUCTED ACCESS ROAD are hereinafter called "DISTRICT FACILITIES". Together DISTRICT FACILITIES and BRIDGE WIDENING are hereinafter called "PROJECT"; and

D. Said BRIDGE WIDENING is proposed to be constructed, in part, within DISTRICT'S existing CHANNEL right of way, as described in an Easement recorded April 24,

1 1990 as Instrument No. 148520 in Book 444 on Page 58 through 66 of the Official Records of the
2 County of Riverside (Assessor's Parcel No. 160-060-050), hereinafter called "CHANNEL RIGHT
3 OF WAY"; and

4 E. CHANNEL is an essential and integral part of DISTRICT'S regional system
5 of stormwater management infrastructure that provides critical flood control and drainage to the
6 area; however, the flood control function of CHANNEL is sporadic in nature. Therefore,
7 construction and operation of BRIDGE WIDENING may be accommodated within CHANNEL
8 RIGHT OF WAY to the extent that such uses do not unreasonably interfere with CHANNEL'S
9 principal function or DISTRICT'S ability to operate and maintain CHANNEL; and

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

14 G. DEVELOPER and DISTRICT desire CITY to accept ownership and
15 responsibility for the operation and maintenance of BRIDGE WIDENING. Therefore, CITY
16 must review and approve DEVELOPER'S plans and specifications for PROJECT and
17 subsequently inspect the construction of BRIDGE WIDENING; and

18 H. DISTRICT is willing to (i) allow DEVELOPER to construct, operate and
19 maintain BRIDGE WIDENING within CHANNEL RIGHT OF WAY, (ii) accept and hold letter
20 of credit submitted by DEVELOPER for DISTRICT FACILITIES, (iii) review and approve
21 DEVELOPER'S plans and specifications for PROJECT, (iv) inspect the construction of
22 DISTRICT FACILITIES, (v) convey to CITY all rights of way necessary for the inspection,
23 operation and maintenance of BRIDGE WIDENING, (vi) allow the public to utilize BRIDGE
24 WIDENING for public conveyance, and (vii) accept ownership and responsibility for the
25 operation and maintenance of DISTRICT FACILITIES, provided DEVELOPER (a) complies
26 with this Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved
27 plans and specifications, and (c) accepts ownership and responsibility for the operation and
28 maintenance of PROJECT following completion of PROJECT construction until such time as

1 DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT
2 FACILITIES; and

3 I. CITY is willing to (i) review and approve DEVELOPER'S plans and
4 specifications for PROJECT, (ii) inspect the construction of BRIDGE WIDENING, (iii) accept
5 ownership and responsibility for the structural integrity of BRIDGE WIDENING, (iv) indemnify
6 and hold DISTRICT harmless from any alleged claims for damage arising from CITY'S design,
7 use and operation of BRIDGE WIDENING, and (v) accept ownership and responsibility for the
8 operation and maintenance of BRIDGE WIDENING, provided PROJECT is constructed in
9 accordance with plans and specifications approved by DISTRICT and CITY.

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

11 SECTION I

12 DEVELOPER shall:

13 1. Prepare PROJECT plans and specifications, hereinafter called
14 "IMPROVEMENT PLANS", including separate plans and specifications for DISTRICT
15 FACILITIES, in accordance with applicable DISTRICT and CITY standards and submit to
16 DISTRICT and CITY for their respective review and approval.

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

26 3. Deposit with DISTRICT (Attention: Business Office – Accounts
27 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
28 construction as set forth in Section I.7. herein, the estimated cost of providing construction

1 inspection for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT
2 in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any
3 amendments thereto, based upon the bonded value of DISTRICT FACILITIES. Additionally,
4 DEVELOPER shall deposit with CITY, at the time of providing written notice to DISTRICT of
5 the start of PROJECT construction as set forth in Section I.7. herein, the estimated cost of
6 providing construction inspection in an amount as determined and approved by CITY in
7 accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any
8 amendments thereto, as adopted by CITY pursuant to Chapter 1.35 of the Jurupa Valley Municipal
9 Code and based upon the bonded value of BRIDGE WIDENING.

10 4. Secure, at its sole cost and expense, all necessary licenses, agreements,
11 permits and rights of entry as may be needed for the construction, inspection, operation and
12 maintenance of DISTRICT FACILITIES and BRIDGE WIDENING. DEVELOPER shall furnish
13 DISTRICT and CITY, at the time of providing written notice to DISTRICT of the start of
14 construction as set forth in Section I.7. or not less than twenty (20) days prior to recordation of
15 the final map for Tract No. 31644-1 or any phase thereof, whichever occurs first, with sufficient
16 evidence of DEVELOPER having secured such necessary licenses, agreements, permits and
17 rights of entry as determined and approved by DISTRICT and/or CITY, as appropriate.

18 5. Prior to commencing PROJECT construction, furnish DISTRICT and CITY
19 with copies of all permits, approvals or agreements required by any federal, state or local resource
20 and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such
21 documents include but are not limited to those issued by the U.S. Army Corps of Engineers,
22 California Regional Water Quality Control Board, California State Department of Fish and
23 Wildlife, State Water Resources Control Board and Western Riverside County Regional
24 Conservation Authority.

25 6. Grant DISTRICT and CITY, by execution of this Agreement, the right to
26 enter upon DEVELOPER'S property where necessary and convenient for the purpose of gaining
27 access to and performing inspection service for the construction of PROJECT as set forth herein.
28

1 7. Notify DISTRICT in writing (Attention: Development Review Section) at
2 least twenty (20) days prior to the start of construction of PROJECT. Construction shall not begin
3 on any element of PROJECT for any reason whatsoever until DISTRICT has issued to
4 DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction
5 of PROJECT.

6 8. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
7 the start of construction as set forth in Section I.7., cash or a DISTRICT approved letter of credit
8 from a DISTRICT approved financial institution in the amount equal to one hundred twenty
9 percent (120%) of the engineer's approved DISTRICT FACILITIES construction cost estimate.
10 Said deposit shall be retained by DISTRICT for a period of four (4) years from the date DISTRICT
11 accepts DISTRICT FACILITIES as complete as surety against any claim or liability resulting
12 from a determination that PROJECT is a Public Works project, including but not limited to the
13 failure of DEVELOPER or its agent(s) or contractor(s) to pay prevailing wages in connection
14 with PROJECT'S construction as a result of PROJECT having been deemed to be a Public Work
15 within the meaning of Section 1720 of the California Labor Code.

16 9. Furnish DISTRICT and CITY, at the time of providing written notice to
17 DISTRICT of the start of construction as set forth in Section I.7., with a complete list of all
18 contractors and subcontractors to be performing work on PROJECT, including the corresponding
19 license number and license classification of each. At such time, DEVELOPER shall further
20 identify in writing its designated superintendent for PROJECT construction.

21 10. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
22 the start of construction as set forth in Section I.7., a construction schedule which shall show the
23 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out the
24 various parts of work, including estimated start and completion dates. As construction of
25 PROJECT progress, DEVELOPER shall update said construction schedule as requested by
26 DISTRICT.
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28

1 11. Furnish DISTRICT and CITY each with a set of final mylar plans for
2 PROJECT and assign their ownership to DISTRICT and CITY, respectively, prior to the start on
3 any portion of PROJECT construction.

4 12. Not permit any change to or modification of DISTRICT and CITY approved
5 IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and
6 CITY.

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

10 14. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
11 the start of construction as set forth in Section I.7., a confined space entry procedure specific to
12 PROJECT. The procedure shall comply with requirements contained in California Code of
13 Regulations, Title 8 Section 5158, Other Confined Space Operations, Section 5157, Permit
14 Required Confined Space and District Confined Space Procedures, SOM-18. The procedure shall
15 be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.

16 15. DEVELOPER shall not commence operations until DISTRICT has been
17 furnished with original certificate(s) of insurance and original certified copies of endorsements
18 and, if requested, certified original policies of insurance including all endorsements and any and
19 all other attachments as required in this Section.

20 Without limiting or diminishing DEVELOPER'S obligation to indemnify or
21 hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained,
22 at its sole cost and expense, the following insurance coverages during the term of this Agreement:

23 A. Workers' Compensation:

24 If DEVELOPER has employees as defined by the State of California,
25 DEVELOPER shall maintain statutory Workers' Compensation
26 Insurance (Coverage A) as prescribed by the laws of the State of
27 California. Policy shall include Employers' Liability (Coverage B)
28 including Occupational Disease with limits not less than \$1,000,000

1 per person per accident. Policy shall be endorsed to waive subrogation
2 in favor of DISTRICT, the County of Riverside and CITY and, if
3 applicable, to provide a Borrowed Servant/Alternate Employer
4 Endorsement.

5 B. Commercial General Liability:

6 Commercial General Liability insurance coverage including but not
7 limited to premises liability, unmodified contractual liability, products
8 and completed operations liability, personal and advertising injury and
9 cross liability coverage, covering claims which may arise from or out
10 of DEVELOPER'S performance of its obligations hereunder. Policy
11 shall name the DISTRICT, the County of Riverside and CITY, its
12 agencies, districts, special districts, and departments, their respective
13 directors, officers, Board of Supervisors, employees, elected or
14 appointed officials, agents or representatives as additional insureds.
15 Policy's limit of liability shall not be less than \$2,000,000 per
16 occurrence combined single limit. If such insurance contains a general
17 aggregate limit, it shall apply separately to this Agreement or be no less
18 than two (2) times the occurrence limit.

19 C. Vehicle Liability:

20 If DEVELOPER'S vehicles or mobile equipment are used in the
21 performance of the obligations under this Agreement, then
22 DEVELOPER shall maintain liability insurance for all owned, non-
23 owned or hired vehicles so used in an amount not less than \$1,000,000
24 per occurrence combined single limit. If such insurance contains a
25 general aggregate limit, it shall apply separately to this Agreement or
26 be no less than two (2) times the occurrence limit. Policy shall name
27 DISTRICT, the County of Riverside and CITY, its agencies, districts,
28 special districts and departments, their respective directors, officers,

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Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insureds.

D. Professional Liability:

DEVELOPER shall maintain Professional Liability Insurance providing coverage for DEVELOPER'S performance of 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. If DEVELOPER'S 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 DEVELOPER shall purchase at his 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 DEVELOPER has maintained continuous coverage with the same or original insurer. Coverage provided under items 1), 2) or 3) will continue 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. 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

1 shall have the prior written consent of the County Risk Manager
2 before the commencement of operations under this Agreement.
3 Upon notification of self-insured retention deemed unacceptable
4 to the DISTRICT and at the election of the County Risk Manager,
5 DEVELOPER'S carriers shall either 1) reduce or eliminate such
6 self-insured retention with respect to this Agreement with
7 DISTRICT, or 2) procure a bond which guarantees payment of
8 losses and related investigations, claims administration and
9 defense costs and expenses.

- 10 iii. DEVELOPER shall cause their insurance carrier(s) to furnish
11 DISTRICT with 1) a properly executed original certificate(s) of
12 insurance and certified original copies of endorsements effecting
13 coverage as required herein, and 2) if requested to do so orally or
14 in writing by the County Risk Manager, provide original certified
15 copies of policies including all endorsements and all attachments
16 thereto showing such insurance is in full force and effect. Further,
17 said certificate(s) and policies of insurance shall contain the
18 covenant of the insurance carrier(s) that a minimum of sixty (60)
19 days written notice shall be given to DISTRICT prior to any
20 material modification, cancellation, expiration or reduction in
21 coverage of such insurance. If DEVELOPER insurance carrier(s)
22 policies do not meet the minimum notice requirement found
23 herein, DEVELOPER shall cause DEVELOPER'S insurance
24 carrier(s) to furnish a 60-day Notice of Cancellation
25 Endorsement. In the event of a material modification,
26 cancellation, expiration or reduction in coverage, this Agreement
27 shall terminate forthwith unless DISTRICT receives, prior to
28 such effective date, another properly executed original certificate

1 of insurance and original copies of endorsements or certified
2 original policies, including all endorsements and attachments
3 thereto, evidencing coverages set forth herein and the insurance
4 required herein is in full force and effect. An individual
5 authorized by the insurance carrier to do so on its behalf shall sign
6 the original endorsements for each policy and the certificate of
7 insurance.

- 8 iv. It is understood and agreed by the parties hereto that
9 DEVELOPER'S insurance shall be construed as primary
10 insurance, and DISTRICT'S insurance and/or deductibles and/or
11 self-insured retentions or self-insured programs shall not be
12 construed as contributory.
- 13 v. If, during the term of this Agreement or any extension thereof,
14 there is a material change in the scope of services or there is a
15 material change in the equipment to be used in the performance
16 of the scope of work which will add additional exposures (such
17 as the use of aircraft, watercraft, cranes, etc.) or the term of this
18 Agreement, including any extensions thereof, exceeds five (5)
19 years, DISTRICT reserves the right to adjust the types of
20 insurance required under this Agreement and the monetary limits
21 of liability for the insurance coverages currently required herein
22 if, in the County Risk Manager's reasonable judgment, the
23 amount or type of insurance carried by DEVELOPER has
24 become inadequate.
- 25 vi. DEVELOPER shall pass down the insurance obligations
26 contained herein to all tiers of subcontractors working under this
27 Agreement.
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- 1 vii. The insurance requirements contained in this Agreement may be
2 met with a program(s) of self-insurance acceptable to DISTRICT.
3 viii. DEVELOPER agrees to notify DISTRICT of any claim by a third
4 party or any incident or event that may give rise to a claim arising
5 from the performance of this Agreement.

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

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

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

19 18. Accept ownership and sole responsibility for the operation and maintenance
20 of PROJECT until such time as (i) DISTRICT'S acceptance of DISTRICT FACILITIES
21 construction as being complete, and (ii) CITY accepts ownership and responsibility for the
22 operation and maintenance of BRIDGE WIDENING.

23 19. Upon completion of PROJECT construction but prior to DISTRICT'S
24 acceptance of ownership and responsibility for the operation and maintenance of DISTRICT
25 FACILITIES, provide or cause its civil engineer of record or construction civil engineer of record,
26 duly registered in the State of California, to provide DISTRICT with redlined "record drawings"
27 of DISTRICT FACILITIES plans. After DISTRICT approval of the redlined "record drawings",
28 DEVELOPER'S engineer shall schedule with DISTRICT a time to transfer the redlined changes

1 onto DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review,
2 stamp and sign DISTRICT FACILITIES plans "record drawings".

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

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

12 SECTION II

13 DISTRICT shall:

14 1. Act as a Responsible Agency under CEQA, taking all necessary and
15 appropriate action to comply with CEQA.

16 2. Review and approve IMPROVEMENT PLANS prior to the start of
17 PROJECT construction.

18 3. Provide CITY an opportunity to review and approve IMPROVEMENT
19 PLANS prior to DISTRICT'S final approval.

20 4. Upon execution of this Agreement, record or cause to be recorded a copy of
21 this Agreement in the Official Records of the Riverside County Recorder.

22 5. Accept and hold said letter of credit or other surety submitted by
23 DEVELOPER as set forth in Section I.8.

24 6. Inspect DISTRICT FACILITIES construction.

25 7. By execution of this Agreement, grant CITY, its agents and contractors all
26 rights to construct, operate and maintain BRIDGE WIDENING within CHANNEL RIGHT OF
27 WAY for public conveyance purposes which are (i) not incompatible with CHANNEL'S primary
28 flood control purpose and which do not interfere with or impair DISTRICT'S ability to operate

1 and maintain CHANNEL or any of its appurtenant works, and (ii) within the authority of
2 DISTRICT to grant pursuant to the existing easement(s) held by DISTRICT.

3 8. Keep an accurate accounting of all DISTRICT costs associated with the
4 review and approval of IMPROVEMENT PLANS, the review and approval of right of way and
5 conveyance documents and the processing and administration of this Agreement.

6 9. Keep an accurate accounting of all DISTRICT construction inspection costs
7 and, within forty-five (45) days after DISTRICT acceptance of DISTRICT FACILITIES as being
8 complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section
9 I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty
10 (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete. If at any
11 time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit with
12 DISTRICT, DEVELOPER shall pay such additional amount(s) as deemed reasonably necessary
13 by DISTRICT to complete inspection of DISTRICT FACILITIES within thirty (30) days after
14 receipt of billing from DISTRICT.

15 10. Upon completion of PROJECT construction and upon acceptance by CITY
16 of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance
17 of BRIDGE WIDENING but prior to DISTRICT acceptance of DISTRICT FACILITIES for
18 ownership, operation and maintenance, convey or cause to be conveyed to CITY the flood control
19 easement(s), including ingress and egress, in a form approved by DISTRICT, the rights of way as
20 shown in concept in grey on Exhibit "B" attached hereto and made a part hereof.

21 11. Accept ownership and sole responsibility for the operation and maintenance
22 of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in
23 accordance with Section I.17., (ii) DISTRICT acceptance of DISTRICT FACILITIES
24 construction as being complete, (iii) DISTRICT receipt of stamped and signed "record drawings"
25 of PROJECT plans, as set forth in Section I.19., (iv) CITY acceptance of BRIDGE WIDENING
26 for ownership, operation and maintenance, (v) DISTRICT'S sole determination that DISTRICT
27 FACILITIES are in a satisfactorily maintained condition, (vi) DISTRICT'S sole determination
28 that CHANNEL and DISTRICT FACILITIES are fully functioning as a flood control drainage

1 system, and (vii) DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and
2 maintenance.

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

5 13. Give written notice to CITY of any non-compatible use of BRIDGE
6 WIDENING and CHANNEL RIGHT OF WAY that is not in conformity with the provisions of
7 this Agreement or which may adversely affect CHANNEL'S flood control function and grant
8 CITY thirty (30) days from and after such notice to correct any such nonconforming use.

9 14. Assume no responsibility, obligation or liability whatsoever for (i) the
10 design, construction, inspection, operation and maintenance of BRIDGE WIDENING, or (ii)
11 CITY'S public's use of CHANNEL RIGHT OF WAY as granted herein unless done so expressly
12 in writing, approved by both parties as an amendment or addendum to this agreement

13 SECTION III

14 CITY shall:

15 1. Pursuant to the California Environmental Quality Act (CEQA), act as the
16 Lead Agency and assume responsibility for the preparation, circulation and adoption of all
17 necessary and appropriate CEQA documents pertaining to the construction, operation and
18 maintenance of PROJECT.

19 2. Review and approve IMPROVEMENT PLANS prior to the start of
20 PROJECT construction.

21 3. Inspect BRIDGE WIDENING construction.

22 4. Grant DISTRICT, by execution of this Agreement, the right to inspect,
23 operate and maintain DISTRICT FACILITIES within CITY rights of way as set forth herein.

24 5. Accept ownership and sole responsibility for the operation and maintenance
25 of BRIDGE WIDENING upon DISTRICT acceptance of DISTRICT FACILITIES for ownership,
26 operation and maintenance.

27 6. Subsequent to BRIDGE WIDENING construction and within CHANNEL
28 RIGHT OF WAY, (i) assume sole responsibility for the operation and maintenance of BRIDGE

1 WIDENING including but not limited to performing all necessary repairs and the routine removal
2 of trash and debris associated with public use of BRIDGE WIDENING and CHANNEL RIGHT
3 OF WAY, (ii) assume sole responsibility for the structural integrity of BRIDGE WIDENING,
4 and (iii) assume all liability associated with the public use of BRIDGE WIDENING and
5 CHANNEL RIGHT OF WAY including claims of third persons for injury or death or damage to
6 property. Said obligation shall not include any inverse condemnation liability of DISTRICT by
7 reason of the location of CHANNEL or DISTRICT'S improvements thereto unless such liability
8 is the result of CITY'S operations or use of the property by the public pursuant to CITY'S actual
9 or tacit consent.

10 7. Subsequent to BRIDGE WIDENING construction and within CHANNEL
11 RIGHT OF WAY, ensure the safety of the public who may utilize BRIDGE WIDENING by
12 conducting periodic safety inspections and promptly making such repairs as are necessary to
13 safeguard the public and its use thereof.

14 8. In its use of BRIDGE WIDENING and CHANNEL RIGHT OF WAY under
15 the rights granted herein, CITY agrees to promptly repair any damage to DISTRICT'S CHANNEL
16 improvements or CHANNEL RIGHT OF WAY unless such damage is caused by flooding or is
17 the result of DISTRICT'S customary operation, maintenance or improvements to its facilities
18 located therein.

19 SECTION IV

20 It is further mutually agreed:

21 1. BRIDGE WIDENING shall, at all times, remain sole ownership and
22 exclusive responsibility of CITY. Nothing herein shall be construed as creating any obligation or
23 responsibility on the part of DISTRICT to operate, maintain or warranty BRIDGE WIDENING.

24 2. DISTRICT shall not issue a Notice to Proceed for PROJECT construction
25 until all of the following items have been furnished by DEVELOPER: (i) IMPROVEMENT
26 PLANS, (ii) inspection deposit as set forth in Section I.3., (iii) cash, approved bonds or letter or
27 credit as set forth in Section I.8, and (iv) a complete Notice of Intent to start PROJECT
28 construction as set forth in Section I.7.

1 3. Prior to DISTRICT'S acceptance of ownership and responsibility for the
2 operation and maintenance of DISTRICT FACILITIES from DEVELOPER, DISTRICT
3 FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT.
4 If, in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in acceptable condition,
5 corrections shall be at DEVELOPER'S sole expense. Prior to CITY'S acceptance of ownership
6 and responsibility for the operation and maintenance of BRIDGE WIDENING from
7 DEVELOPER, BRIDGE WIDENING shall be in a satisfactorily maintained condition as solely
8 determined by CITY. If, in the sole discretion of CITY, BRIDGE WIDENING is not in an
9 acceptable condition, corrections will be made at the sole expense of DEVELOPER.

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

14 5. DEVELOPER shall commence construction of PROJECT within twelve (12)
15 consecutive months after execution of this Agreement and shall complete construction within one
16 hundred twenty (120) consecutive calendar days after commencing work on PROJECT. It is
17 expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER
18 to perform the work within the agreed upon time shall constitute authority for DISTRICT to
19 perform the remaining work and require DEVELOPER'S surety to surrender the letters of credit
20 or cash to DISTRICT.

21 6. If DEVELOPER fails to commence construction of PROJECT within nine
22 (9) months after execution of this Agreement, then DISTRICT reserves the right to withhold
23 issuance of the Notice to Proceed pending a review of the existing site conditions as they exist at
24 the time DEVELOPER provides written notification to DISTRICT of the start of construction as
25 set forth in Section I.7. In the event of a change in the existing site conditions that materially
26 affects PROJECT function or DISTRICT'S ability to operate and maintain DISTRICT
27 FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as
28 deemed necessary by DISTRICT.

1 7. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within
2 twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in Section I.7.;
3 however, DISTRICT'S construction inspection staff is limited and, therefore, the issuance of a
4 Notice to Proceed is subject to staff availability.

5 In the event DEVELOPER wishes to expedite issuance of a Notice to
6 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at
7 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation
8 of the individual's credentials and experience to DISTRICT for review and, if appropriate,
9 approval. DISTRICT shall review the individual's qualifications and experience and, upon
10 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized
11 to act on DISTRICT'S behalf on all DISTRICT FACILITIES construction and quality control
12 matters. If DEVELOPER'S initial construction inspection deposit furnished pursuant to Section
13 I.3. exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty
14 percent (80%) of DEVELOPER'S initial inspection deposit within forty-five (45) days of
15 DISTRICT'S approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand
16 dollars (\$10,000) shall be retained on account.

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

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

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

17 DEVELOPER shall defend, at its sole expense, including all costs and fees
18 (including but not limited to attorney fees, cost of investigation, defense and settlements or
19 awards), DISTRICT, County of Riverside and CITY (including their agencies, districts, special
20 districts and departments, their respective directors, officers, Board of Supervisors, elected and
21 appointed officials, employees, agents and representatives) in any claim, proceeding or action for
22 which indemnification is required.

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

1 Developer shall have the right to adjust, settle or compromise any claim for
 2 personal injuries or property damages where the plaintiff only receives monetary damages and
 3 there is no statement or recognition of DISTRICT, County of Riverside or CITY liability for said
 4 damages. DISTRICT, County of Riverside or CITY, as respects the claims against them, shall be
 5 entitled to consent to any adjustment, settlement or compromise of any claim relating to liability
 6 or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment
 7 of the United States Constitution or any other law, ordinance or regulation caused by the diversion
 8 of waters from natural drainage patterns or the discharge of drainage within or from PROJECT or
 9 any adjustment, settlement or compromise involving obligations by DISTRICT, County of
 10 Riverside or CITY for future maintenance, reconstruction or actions by DISTRICT or CITY.

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

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

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

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

28

1 12. This Agreement is to be construed in accordance with the laws of the State
2 of California.

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

5 RIVERSIDE COUNTY FLOOD CONTROL
6 AND WATER CONSERVATION DISTRICT
7 1995 Market Street
8 Riverside, CA 92501
9 Attn: Administrative Services Section

CITY OF JURUPA VALLEY
8390 Limonite Avenue
Jurupa Valley, CA 92509
Attn: Tina York
Development Services Manager

8 PULTE HOME CORPORATION
9 27101 Puerta Real, Suite 300
10 Mission Viejo, CA 92691
11 Attn: Daniel Wozniak

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

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

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

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

27 18. The individual(s) executing this Agreement on behalf of DEVELOPER
28 certify that they have the authority within their respective company(ies) to enter into and execute

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this Agreement and have been authorized to do so by all boards of directors, legal counsel and/or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

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

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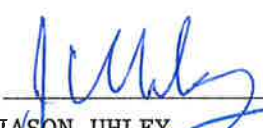
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 

JASON UHLEY
Acting 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:
Cantu-Galleano Ranch Road Bridge Widening (EP 3643)
Tract No. 31644-1
AMR:blm:bjp
03/07/16

1 RECOMMENDED FOR APPROVAL:


CITY OF JURUPA VALLEY

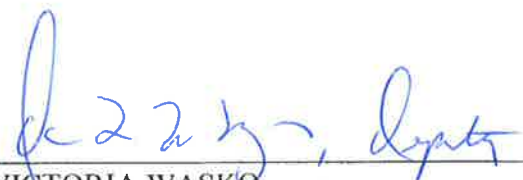
2
3 By 
4 JIM L. SMITH, P. E.
Public Works Director/City Engineer

By 
LAURA ROUGHTON
Mayor

6 APPROVED AS TO FORM:

ATTEST:


7
8
9 By 
10 PETER M. THORSON
City Attorney

By 
10 VICTORIA WASKO
City Clerk

(SEAL)

25 Cooperative Agreement:
26 Cantu-Galleano Ranch Road Bridge Widening (EP 3643)
26 Tract No. 31644-1
27 AMR:blm:bjp
27 03/07/16

PULTE HOME CORPORATION
a Michigan corporation

By 
DARREN WARREN
Vice President of Land Acquisition and
Development

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

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Cooperative Agreement:
Cantu-Galleano Ranch Road Bridge Widening (EP 3643)
Tract No. 31644-1
AMR:blm:bjp
03/07/16

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 MARCH 16, 2016 before me, J. VASQUEZ, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared DARREN WARREN
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.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

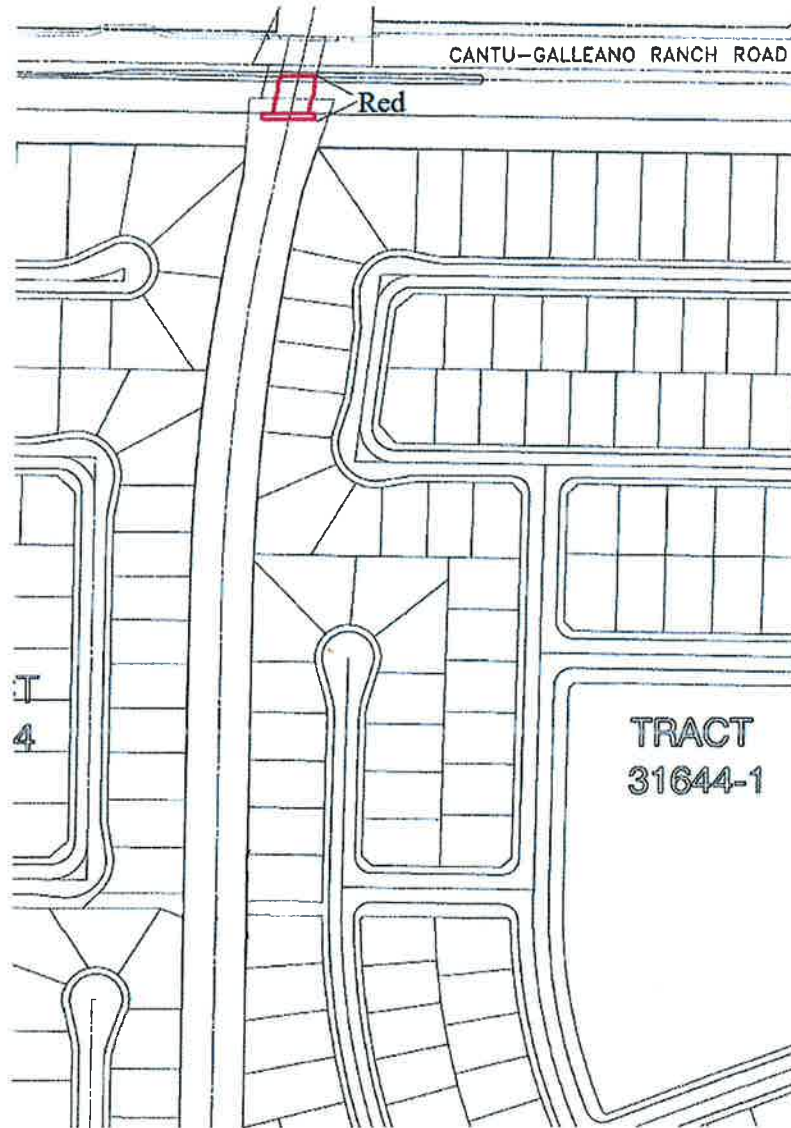
Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

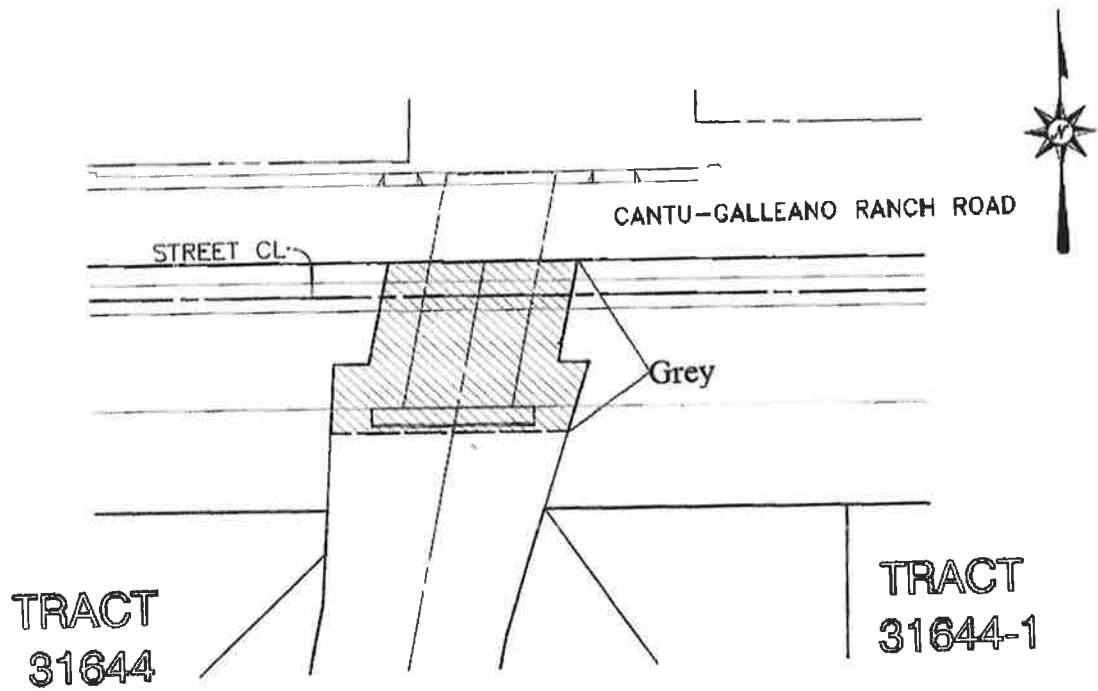
Signer's Name: _____ Signer's Name: _____
 Corporate Officer -- Title(s): _____ Corporate Officer -- Title(s): _____
 Partner -- Limited General Partner -- Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

Exhibit A



Cooperative Agreement
Cantu-Galleano Ranch Road Bridge Widening (EP 3643)
Tract No. 31644-1

Exhibit B



Cooperative Agreement
Cantu-Galleano Ranch Road Bridge Widening (EP 3643)
Tract No. 31644-1