

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

204B



FORM APPROVED COUNTY COUNSEL
BY: GREGORY P. PRIAMOS
DATE: 9/17/15
Departmental Concurrence

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
September 22, 2015

SUBJECT: Approve Cooperative Agreement for Canyon Hills – Tassel Way Storm Drain (Tract Nos. 36117 and 36118), Project No. 3-0-00065, District 1 [\$/N/A]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the District, the City of Lake Elsinore (City) and Pardee Homes (Developer); and
2. Authorize the Chairman to execute the Cooperative Agreement documents on behalf of the District.

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 Nos. 36117 and 36118, are to be constructed by Developer and inspected, operated and maintained by the District and City.

Continued on Page 2

P8\172376
LMD:rlp

Warren D. Williams
WARREN D. WILLIAMS
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: Developer is funding all construction and construction inspection costs. **Budget Adjustment:** N/A
For Fiscal Year: N/A

C.E.O. RECOMMENDATION:

APPROVE
Steven C. Horn
BY: Steven C. Horn

County Executive Office Signature

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Disqualify: Jeffries
Date: September 22, 2015
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
Kecia Harper-Ihem
BY: Deputy

Prev. Agn. Ref.: | District: 1st | Agenda Number: **11-4**

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

**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 Canyon Hills – Tassel Way Storm Drain (Tract Nos. 36117 and 36118), Project No. 3-0-00065, District 1 [N/A]

DATE: September 22, 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary (continued)

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for the District construction inspection of the referenced drainage facilities. Upon completion of the facilities' construction, the District will assume ownership, operation and maintenance of the mainline storm drains that are greater than 36 inches in diameter. The City will assume ownership and maintenance of channel and storm drain facilities that are 36 inches or less in diameter and drainage facilities associated appurtenances such as catch basins, outlets, inlets, etc., located within the City's right of way boundaries.

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

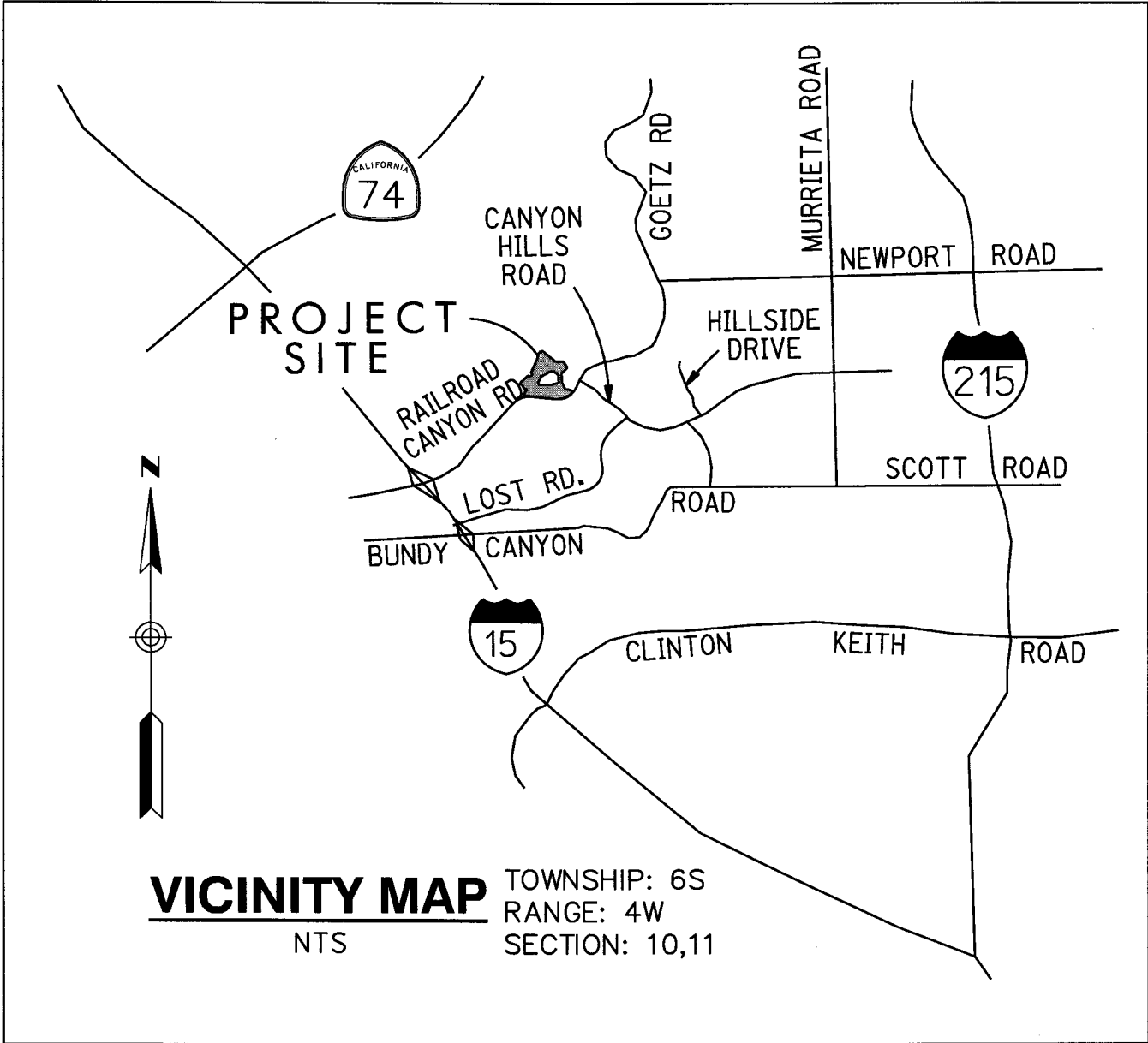
SUPPLEMENTAL:

Additional Fiscal Information

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

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement



VICINITY MAP

NTS

TOWNSHIP: 6S
RANGE: 4W
SECTION: 10,11

1 COOPERATIVE AGREEMENT
2 Canyon Hills – Tassel Way Storm Drain
3 Project No. 3-0-00065
4 Tract Nos. 36117 and 36118

5 The Riverside County Flood Control and Water Conservation District,
6 hereinafter called "DISTRICT", the City of Lake Elsinore, hereinafter called "CITY", and
7 Pardee Homes, a California corporation, hereinafter called "DEVELOPER", hereby agree as
8 follows:

9 RECITALS

10 A. DEVELOPER has submitted for approval Tract Nos. 36117 and 36118
11 located in the City of Lake Elsinore. As a condition of approval for Tract Nos. 36117 and
12 36118, DEVELOPER must construct certain flood control facilities in order to provide flood
13 protection and drainage for DEVELOPER'S planned development; and

14 B. The legal description of Tract Nos. 36117 and 36118 is provided on Exhibit
15 "A" attached hereto and made a part hereof; and

16 C. The required flood control facilities, all as shown on District Drawing No.
17 3-205, include construction of approximately 1,100 lineal feet of underground storm drain
18 system and associated headwall at the downstream terminus and transition structure at the
19 upstream terminus, hereinafter known as "DISTRICT DRAINAGE FACILITIES", as shown in
20 concept in red on Exhibit "B" attached hereto and made a part hereof; and

21 D. Associated with the construction of DISTRICT DRAINAGE FACILITIES
22 is the construction of a certain rip rap drainage area, hereinafter called "CITY
23 APPURTENANCES"; and

24 E. Also associated with the construction of DISTRICT DRAINAGE
25 FACILITIES is the construction of certain connector pipes, inlets and catch basins located
26
27
28

1 within privately held property, hereinafter called "MISCELLANEOUS APPURTENANCES",
2 which are to be initially maintained by DEVELOPER and subsequently maintained by the
3 Homeowners' Association for Tract Nos. 36117 and 36118; and

4 F. Together, DISTRICT DRAINAGE FACILITIES, CITY
5 APPURTENANCES and MISCELLANEOUS APPURTENANCES are hereinafter called
6 "PROJECT"; and
7

8 G. At its upstream terminus, DISTRICT DRAINAGE FACILITIES will
9 connect to an existing 84-inch reinforced concrete pipe storm drain system, per the City of Lake
10 Elsinore Improvement Plans for Railroad Canyon Road Storm Drain Crossing (Sheet 33), that is
11 owned, operated and maintained by CITY; and
12

13 H. DEVELOPER and CITY desire DISTRICT to accept ownership and
14 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.
15 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for
16 PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES;
17 and
18

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

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 FACILITIES, and (iii) accept ownership and responsibility for the operation and maintenance of
27 DISTRICT DRAINAGE FACILITIES, provided DEVELOPER (a) complies with this
28 Agreement, (b) constructs PROJECT in accordance with the DISTRICT and CITY approved

1 plans and specifications, and (c) obtains and conveys to DISTRICT the necessary rights of way
2 for the inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES as set
3 forth herein; and

4 K. CITY is willing to (i) review and approve DEVELOPER'S plans and
5 specifications for PROJECT, (ii) inspect the construction of CITY APPURTENANCES, (iii)
6 accept and hold faithful performance and payment bonds submitted by DEVELOPER for
7 DISTRICT DRAINAGE FACILITIES, (iv) accept ownership and responsibility for the
8 operation and maintenance of CITY APPURTENANCES, provided DEVELOPER (a) complies
9 with the Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY
10 approved plans and specifications, and (c) obtains and conveys to CITY the necessary rights of
11 way for the inspection, operation and maintenance of CITY APPURTENANCES as set forth
12 herein.
13
14

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

16 SECTION I

17 DEVELOPER shall:

18 1. Prepare PROJECT plans and specifications, hereinafter called
19 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards,
20 and submit to DISTRICT and CITY for their respective review and approval.
21

22 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic
23 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by
24 DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT
25 PLANS, review and approval of rights of way and conveyance documents and with the
26 processing and administration of this Agreement.
27
28

1 3. Deposit with DISTRICT (Attention: Business Office – Accounts
2 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
3 construction as set forth in Section I.8., the estimated cost of providing construction inspection
4 for DISTRICT DRAINAGE FACILITIES, in an amount as determined and approved by
5 DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside,
6 including any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE
7 FACILITIES. If at any time the costs exceed the deposit or are anticipated by DISTRICT to
8 exceed the deposit with DISTRICT, DEVELOPER shall pay such additional amount(s), as
9 deemed reasonably necessary by DISTRICT to complete inspection of PROJECT, within thirty
10 (30) days after receipt of billing from DISTRICT.
11

12 4. Secure, at its sole cost and expense, all necessary licenses, agreements,
13 permits and rights of entry as may be needed for the construction, inspection, operation and
14 maintenance of PROJECT. DEVELOPER shall furnish DISTRICT, at the time of providing
15 written notice to DISTRICT of the start of construction as set forth in Section I.8., with
16 sufficient evidence of DEVELOPER having secured such necessary licenses, agreements,
17 permits and rights of entry, as determined and approved by DISTRICT.
18

19 5. Furnish DISTRICT and CITY with copies of all permits, approvals or
20 agreements required by any federal, state or local resource and/or regulatory agency for the
21 construction, operation and maintenance of PROJECT. Such documents include but are not
22 limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality
23 Control Board, California State Department of Fish and Wildlife, State Water Resources
24 Control Board and Western Riverside County Regional Conservation Authority.
25

26 6. Provide CITY, prior to providing written notice to DISTRICT of the start
27 of construction as set forth in Section I.8. or not less than twenty (20) days prior to recordation
28

1 of the final map for Tract Nos. 36117 and 36118 or any phase thereof, whichever occurs first,
2 with faithful performance and payment bonds, each in the amount of one hundred percent
3 (100%) of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES and
4 CITY APPURTENANCES as determined by DISTRICT and CITY, respectively. The surety,
5 amount and form of the bonds shall be subject to approval of DISTRICT and CITY. The bonds
6 shall remain in full force and effect until DISTRICT DRAINAGE FACILITIES and CITY
7 APPURTENANCES are accepted by DISTRICT and CITY, respectively, as complete, at which
8 time the bond amount may be reduced to five percent (5%) for a period of one year to guarantee
9 against any defective work, labor or materials.
10

11 7. [THIS SECTION INTENTIONALLY LEFT BLANK]

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

18 9. Grant DISTRICT and CITY, by execution of this Agreement, the right to
19 enter upon DEVELOPER'S property where necessary and convenient for the purpose of gaining
20 access to and performing inspection service for the construction of PROJECT as set forth
21 herein.
22

23 10. Obtain and provide DISTRICT, at the time of providing written notice to
24 DISTRICT of the start of construction of PROJECT as set forth in Section I.8., with duly
25 executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage
26 purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT
27 for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE
28

1 FACILITIES as shown in concept in green on Exhibit "C" attached hereto and made a part
2 hereof. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and
3 shall be executed by all legal and equitable owners of the property described in the offer(s).

4 11. Obtain and provide CITY with Irrevocable Offer(s) of Dedication to the
5 public for flood control and drainage purposes, including ingress and egress, for the rights of
6 way deemed necessary by CITY for the construction, inspection, operation and maintenance of
7 CITY APPURTENANCES. The Irrevocable Offer(s) of Dedication shall be in a form approved
8 by CITY and shall be executed by all legal and equitable owners of the property described in the
9 offer(s).

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

14 13. 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 14. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
20 the start of construction as set forth in Section I.8., a construction schedule which shall show the
21 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out the
22 various parts of work, including estimated start and completion dates. As construction of
23 PROJECT progresses, DEVELOPER shall update said construction schedule as requested by
24 DISTRICT.

1 15. Furnish DISTRICT with final mylar PROJECT plans and assign their
2 ownership to DISTRICT prior to the start of PROJECT construction.

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

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

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

16 19. 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 CITY at the time of providing written notice pursuant to
19 Section I.8.

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

- 23 (a) Provide and maintain or cause its contractor(s) to provide and
24 maintain comprehensive liability insurance coverage which shall
25
26
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

protect DEVELOPER from claims for damages for personal injury, including accidental and wrongful death, as well as from claims for property damage which may arise from DEVELOPER'S construction of PROJECT or the performance of its obligations hereunder, whether such construction or performance be by DEVELOPER, any of its contractors, subcontractors or anyone employed directly or indirectly by any of them. Such insurance shall name DISTRICT and CITY 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 CITY, 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 CITY 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 CITY 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,

1 DEVELOPER shall, forthwith, secure replacement insurance meeting
2 the provisions of this paragraph.

3 Failure to maintain the insurance required by this paragraph shall be
4 deemed a material breach of this Agreement and shall authorize and constitute authority for
5 DISTRICT, at its sole discretion, to proceed to perform the remaining work pursuant to Section
6 IV.3.
7

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

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

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

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

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 25. Accept ownership and sole responsibility for the operation and maintenance
5 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation
6 and maintenance of DISTRICT DRAINAGE FACILITIES, CITY accepts ownership and
7 responsibility for operation and maintenance of CITY APPURTENANCES, and the future
8 Homeowners' Association for Tract Nos. 36117 and 36118, if formed, accepts ownership and
9 responsibility for the operation and maintenance of MISCELLANEOUS FACILITIES. Further,
10 it is mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership
11 and responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES,
12 PROJECT shall be in a satisfactorily maintained condition as solely determined by DISTRICT.
13 If subsequent to the inspection and in the sole discretion of DISTRICT, DISTRICT
14 DRAINAGE FACILITIES are not in an acceptable condition, corrections shall be made at sole
15 expense of DEVELOPER.

16 26. [THIS SECTION INTENTIONALLY LEFT BLANK]

17 27. It is mutually understood by the parties hereto that prior to CITY
18 acceptance of ownership and responsibility for the operation and maintenance of CITY
19 APPURTENANCES, CITY APPURTENANCES shall be in a satisfactorily maintained
20 condition as solely determined by CITY. If subsequent to the inspection and in the sole
21 discretion of CITY, CITY APPURTENANCES are not in an acceptable condition, corrections
22 shall be made at sole expense of DEVELOPER.

23 28. Upon completion of PROJECT construction but prior to DISTRICT
24 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,
25
26
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

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

4. Record or cause to be recorded the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.10.

5. Inspect DISTRICT DRAINAGE FACILITIES construction.

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

7. Keep an accurate accounting of all DISTRICT construction inspection costs and, within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

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.22., (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.28., (iv) recordation of all conveyance documents described in Section I.23., (v) CITY acceptance of CITY APPURTENANCES for ownership, operation and maintenance, and (vi) DISTRICT'S sole determination that DISTRICT DRAINAGE FACILITIES are in a satisfactory condition.

SECTION IV

It is further mutually agreed:

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

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

3. DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after execution of this Agreement and within ninety (90) consecutive calendar days after commencing work on PROJECT. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPER'S surety to pay to CITY the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

4. If DEVELOPER fails to commence construction of PROJECT within nine (9) months after execution of this Cooperative Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.8. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT'S ability to operate and maintain

1 DISTRICT DRAINAGE FACILITIES, DISTRICT may require DEVELOPER to modify
2 IMPROVEMENT PLANS as deemed necessary by DISTRICT.

3 5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed
4 within twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in
5 Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the
6 issuance of a Notice to Proceed is subject to staff availability.
7

8 In the event DEVELOPER wishes to expedite issuance of a Notice to
9 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at
10 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation
11 of the individual's credentials and experience to DISTRICT for review and, if appropriate,
12 approval. DISTRICT shall review the individual's qualifications and experience and upon
13 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be
14 authorized to act on DISTRICT'S behalf on all PROJECT construction and quality control
15 matters. If DEVELOPER'S initial construction inspection deposit, furnished pursuant to
16 Section I.3., exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER
17 up to eighty percent (80%) of DEVELOPER'S initial inspection deposit within forty-five (45)
18 days of DISTRICT'S approval of DEPUTY INSPECTOR; however, a minimum balance of ten
19 thousand dollars (\$10,000) shall be retained on account.
20
21

22 6. PROJECT construction work shall be on a five (5) day, forty (40) hour
23 work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless
24 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work
25 more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a
26 written request for permission from DISTRICT to work the additional hours. The request shall
27 be submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional
28

1 work hours and state the reasons for the overtime and the specific time frames required. The
2 decision of granting permission for overtime work shall be made by DISTRICT, at its sole
3 discretion, and shall be final. If permission is granted by DISTRICT, DEVELOPER will be
4 charged the cost incurred at the overtime rates for additional inspection time required in
5 connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including
6 any amendments thereto, of the County of Riverside.
7

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

22 DEVELOPER shall defend, at its sole expense, including all costs and fees
23 (including but not limited to attorney fees, cost of investigation, defense and settlements or
24 awards), DISTRICT and CITY (including their respective agencies, districts, special districts
25 and departments, their respective directors, officers, Board of Supervisors, elected and
26 appointed officials, employees, agents and representatives) in any claim proceeding or action for
27 which indemnification is required.
28

1 With respect to any of DEVELOPER'S indemnification requirements,
2 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall
3 have the right to adjust, settle or compromise any such claim, proceeding or action without the
4 prior consent of DISTRICT and CITY, provided, however, that any such adjustment, settlement
5 or compromise in no manner whatsoever limits or circumscribes DEVELOPER'S
6 indemnification obligations to DISTRICT and CITY.
7

8 DEVELOPER'S indemnification obligations shall be satisfied when
9 DEVELOPER has provided to DISTRICT and CITY the appropriate form of dismissal (or
10 similar document) relieving DISTRICT and CITY from any liability for the claim, proceeding
11 or action involved.
12

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

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

21 8. Any waiver by DISTRICT or by CITY of any breach of any one or more of
22 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
23 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to
24 require exact, full and complete compliance with any terms of this Agreement shall not be
25 construed as, in any manner, changing the terms hereof or estopping DISTRICT or CITY from
26 enforcement hereof.
27
28

1 9. This Agreement is to be construed in accordance with the laws of the State
2 of California. If any provision in this Agreement is held by a court of competent jurisdiction to
3 be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect
4 without being impaired or invalidated in any way.
5

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

8 RIVERSIDE COUNTY FLOOD CONTROL
9 AND WATER CONSERVATION DISTRICT
10 1995 Market Street
11 Riverside, CA 92501
12 Attn: Administrative Services Section

CITY OF LAKE ELSINORE
130 South Main Street
Lake Elsinore, CA 92350
Attn: City Engineer

11 PARDEE HOMES
12 1250 Corona Pointe Court, Suite 600
13 Corona, CA 92879
14 Attn: Robert Skands

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

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

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

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

15. The individual(s) executing this Agreement on behalf of DEVELOPER certify they have the authority within their respective company(s) to enter into and execute 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(s) which have the authority to authorize or deny entering into this Agreement.

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

//
//

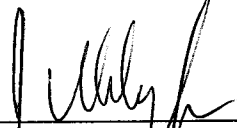
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

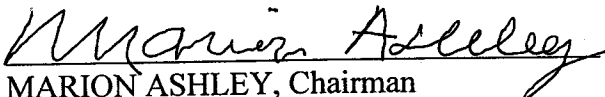
2 SEP 22 2015

3 (to be filled in by Clerk of the Board)

4
5 RECOMMENDED FOR APPROVAL:

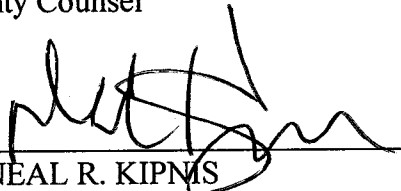
**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

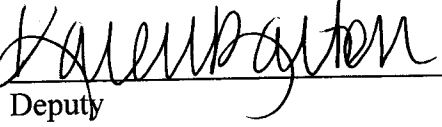
6
7 By 
8 WARREN D. WILLIAMS
9 General Manager-Chief Engineer

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

10 APPROVED AS TO FORM:

ATTEST:

11 GREGORY P. PRIAMOS
12 County Counsel
13
14 By 
15 NEAL R. KIPNIS
16 Deputy County Counsel

17
18 KECIA HARPER-IHEM
19 Clerk of the Board
20
21 By 
22 Deputy

(SEAL)

23
24
25 Cooperative Agreement
26 Canyon Hills – Tassel Way Storm Drain
27 Project No. 3-0-00065
28 Tract Nos. 36117 and 36118
LMD:bad
08/28/15
P8/172249

1 RECOMMENDED FOR APPROVAL:

CITY OF LAKE ELSINORE

2
3 By *Ken Rukavina*

4 KEN RUKAVINA
City Engineer

By *Steve Manos*

STEVE MANOS
Mayor

6 APPROVED AS TO FORM:

ATTEST:

7
8
9 By *Barbara Leibold*

10 BARBARA LEIBOLD
City Attorney

By *Diana Avon*

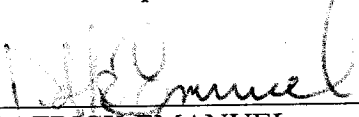
Acting
City Clerk

(SEAL)

25 Cooperative Agreement
26 Canyon Hills – Tassel Way Storm Drain
27 Project No. 3-0-00065
28 Tract Nos. 36117 and 36118
LMD:bad
08/27/15
P8/172249

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

PARDEE HOMES
a California corporation

By 
PATRICK EMANUEL
Vice President, Construction Operations

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement
Canyon Hills – Tassel Way Storm Drain
Project No. 3-0-00065
Tract Nos. 36117 and 36118
LMD:bad
08/27/15
P8/172249

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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 Riverside }

On Sept. 3rd, 2015 before me, Ana E. Chavez Perez,
(Here insert name and title of the officer)

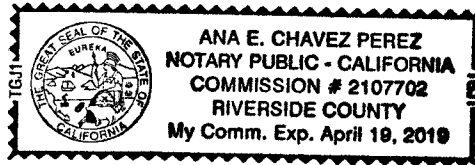
personally appeared Patrick Emanuel,
who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose
name ~~(s)~~ is are subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity ~~(ies)~~, and that 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.


Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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

Exhibit A

LEGAL DESCRIPTION

Real property in the City of Lake Elsinore, County of Riverside, State of California, described as follows:

LOTS 1 THROUGH 3 AND LETTERED LOTS A AND B OF TRACT NO. 30496, AS SHOWN BY MAP ON FILE IN BOOK 367, PAGES 17 THROUGH 25 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

APN: 363-210-014 and 363-210-015 and 363-210-016 and 363-210-034 and 363-210-035

COOPERATIVE AGREEMENT

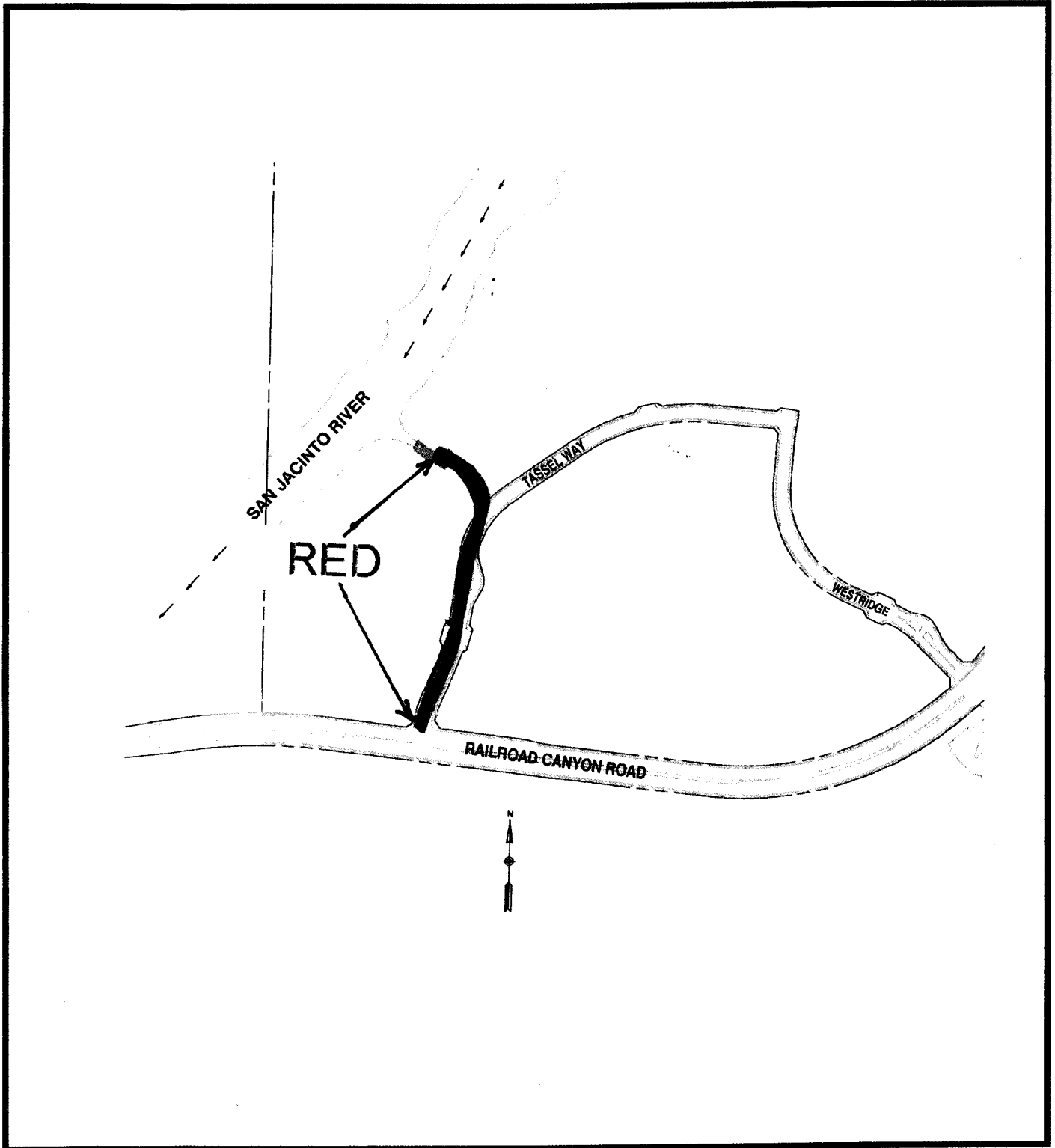
Canyon Hills – Tassel Way Storm Drain

TRACT NOS. 36117 & 36118

Project No. 3-0-00065

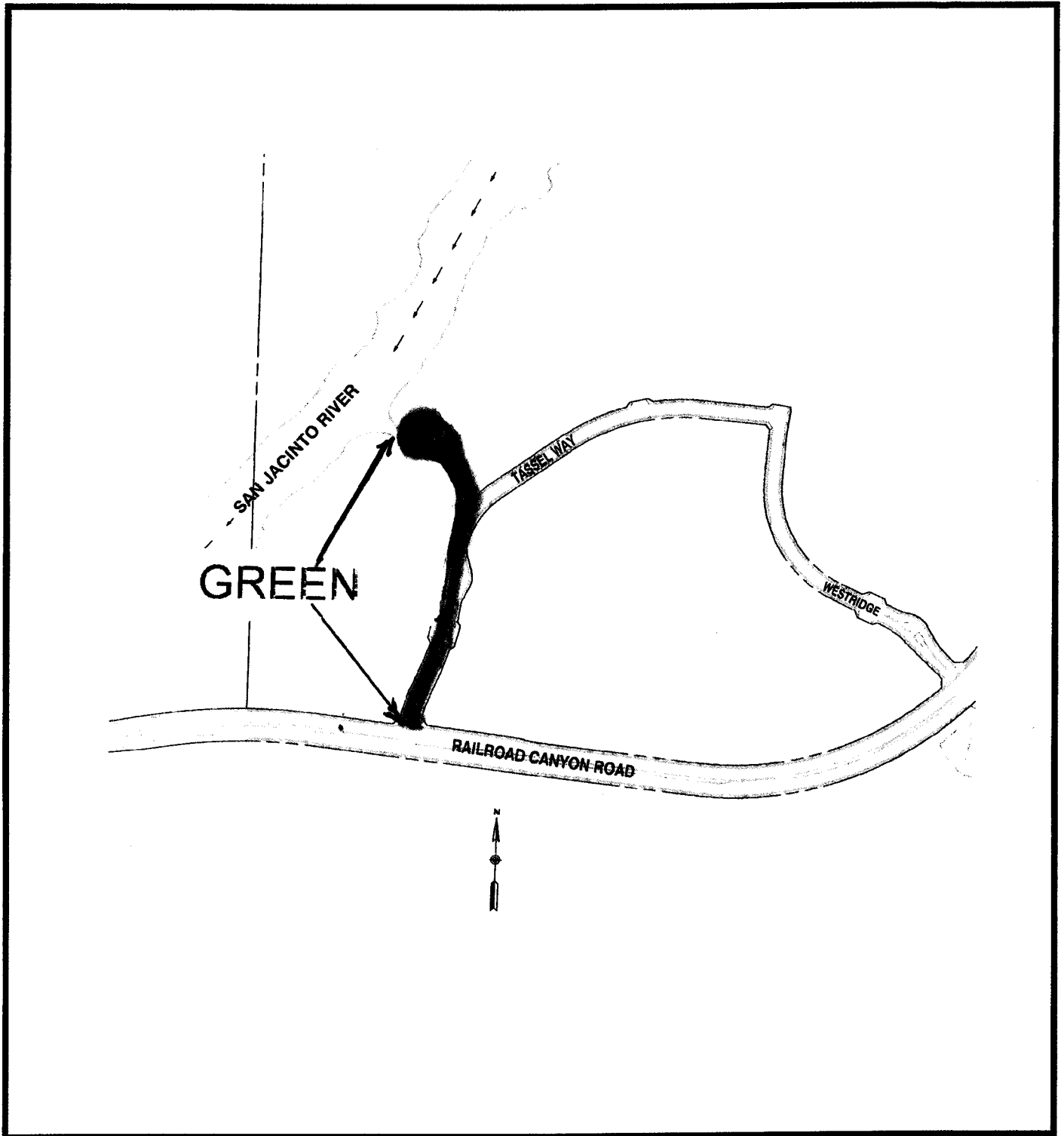
Page 1 of 1

Exhibit B



COOPERATIVE AGREEMENT
Canyon Hills – Tassel Way Storm Drain
TRACT NOS. 36117 & 36118
Project No. 3-0-00065
Page 1 of 1

Exhibit C



COOPERATIVE AGREEMENT
Canyon Hills – Tassel Way Storm Drain
TRACT NOS. 36117 & 36118
Project No. 3-0-00065
Page 1 of 1