

FORM APPROVED COUNTY COUNSEL 9/24/15
 BY: GREGORY P. PRIAMOS DATE

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

402A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 September 18, 2015

SUBJECT: Approval of Cooperative Agreement for Santa Gertrudis Valley – Leon Road (S. Van Gaale Lane) Storm Drain. District 3; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the County of Riverside (County), Riverside County Flood Control and Water Conservation District (District), and French Valley Airport Center, LLC (Developer); and
2. Authorize the Chairman of the County Board of Supervisors to execute the same.

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 Parcel Map No. 33691, are to be constructed by the Developer and inspected, operated, and maintained by the District, the County and the Developer.

Departmental Concurrence

Patricia Romo
 Assistant Director of Transportation

Juan C. Perez
 Director of Transportation and Land Management

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

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

C.E.O. RECOMMENDATION:

APPROVE
 BY:
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Benoit
 Nays: None
 Absent: Ashley
 Date: October 20, 2015
 xc: Transp., Flood

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

(Companion Item 11-2)

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

Prev. Agn. Ref.: District: 3 Agenda Number:

3-31

BACKGROUND:

Summary (continued)

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 referenced storm drain facilities.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain system and a maintenance access road. The County will assume ownership and responsibility for the operation and maintenance of the project's associated catch basins, outlets, inlets, riprap, laterals, and connector pipes that are 36 inches or less in diameter located within county rights-of-way. The Developer will retain ownership and assume operation and maintenance responsibility for a storm drain system, maintenance access road and laterals, and connector pipes located within privately held rights-of-way that will subsequently be owned and maintained by the property owners association for Parcel Map 33691.

County Counsel has approved the Agreement as to legal form. A District companion item appears on the Riverside County Board of Supervisors Agenda this same date.

Impact on Residents and Businesses

Construction of these drainage improvements will provide flood protection and drainage improvements for the future businesses in Parcel Map No. 31597. Ancillary benefits will accrue to citizens who will utilize the parcel map's roadways.

SUPPLEMENTAL:

Additional Fiscal Information

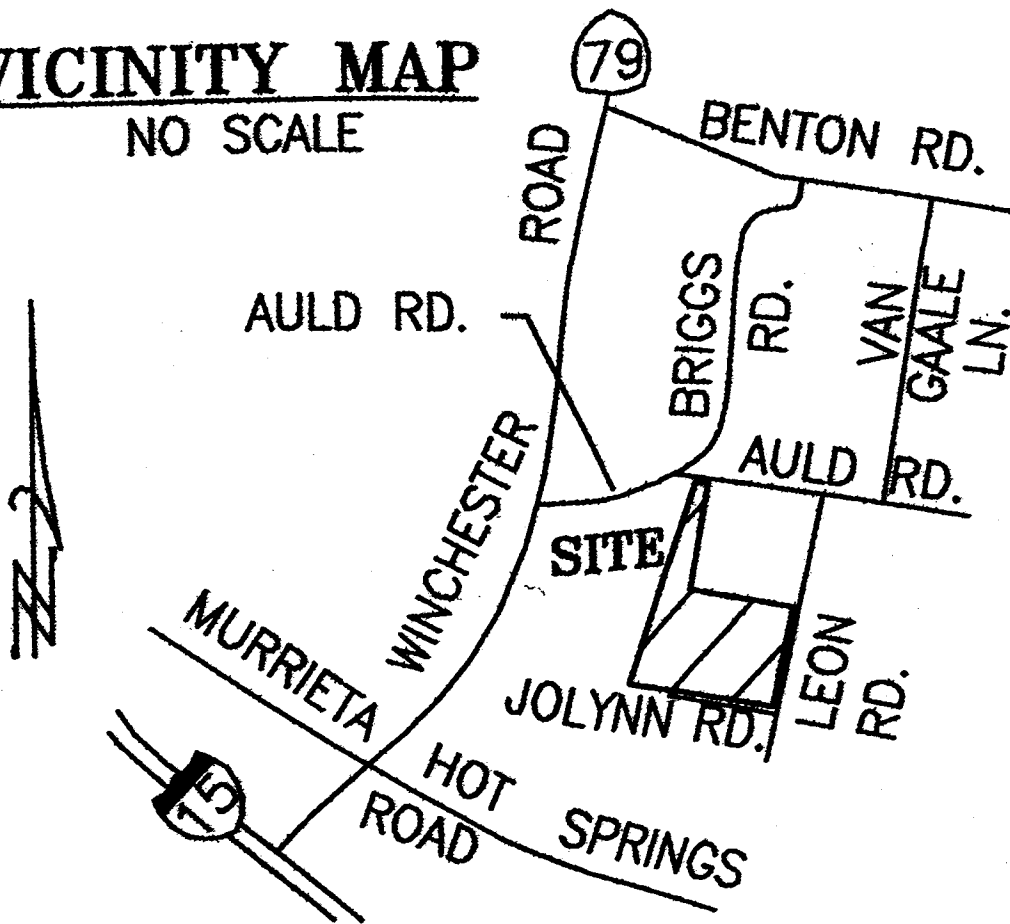
The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the facilities within Transportation Department rights-of-way will vary and will accrue to the Transportation Department. Future operation and maintenance costs of the facilities within District or private rights-of-way will accrue to the District or private ownership, respectively.

ATTACHMENTS:

- Vicinity Map
- Cooperative Agreement with Exhibits A, B, & C

VICINITY MAP

NO SCALE



COOPERATIVE AGREEMENT

Santa Gertrudis Valley – Leon Road (S. Van Gaale Lane) Storm Drain
Project No. 7-0-00063
Parcel Map No. 33691

COPY

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

RECITALS

A. DEVELOPER has submitted for approval Parcel Map No. 33691 located in an unincorporated area of western Riverside County. As a condition of approval for Parcel Map No. 33691, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER'S planned development; and

B. The legal description of Parcel Map No. 33691 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities and drainage improvements, all as shown on District Drawing No. 7-0432, include construction of approximately 1,388 lineal feet of 66-inch reinforced concrete pipe and its associated transition structure, headwall and a 15-foot wide maintenance access road, hereinafter called "DISTRICT FACILITIES", as shown in concept in blue on Exhibit "B";

D. Associated with the construction of DISTRICT FACILITIES is the construction of (i) approximately 163 lineal feet of 54-inch reinforced concrete pipe, approximately 554 lineal feet of 24-inch reinforced concrete pipe, 90 lineal feet of 7-foot by 12-foot reinforced concrete box located within street right of way, hereinafter called "DRAINAGE FACILITIES", and (ii) certain catch basins, outlets, inlets, connector pipes, riprap, curb and

1 gutter and various lateral storm drains that are thirty-six inches (36") or less in diameter that are
2 located within COUNTY held easements or rights of way, hereinafter called
3 "APPURTENANCES". Together DRAINAGE FACILITIES and APPURTENANCES are
4 hereinafter called "COUNTY FACILITIES"; and
5

6 E. Also associated with the construction of DISTRICT FACILITIES is the
7 construction of (i) approximately 96 lineal feet of 36-inch reinforced concrete pipe and
8 approximately 293 lineal feet of 24-inch reinforced concrete pipe; (ii) a 15-foot wide
9 maintenance access road with turnaround; and (iii) certain catch basins, inlets, detention basin,
10 emergency spillway, laterals and connector pipes that are 36-inch or less in diameter located
11 within DEVELOPER held rights of way or easements, hereinafter collectively called
12 "DEVELOPER FACILITIES". DEVELOPER FACILITIES are to be initially owned and
13 maintained by DEVELOPER, and subsequently owned and maintained by the Property Owners'
14 Association for Parcel Map No. 33691; and
15

16 F. Together, DISTRICT FACILITIES, COUNTY FACILITIES and
17 DEVELOPER FACILITIES are hereinafter called "PROJECT"; and
18

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

24 H. DEVELOPER and DISTRICT desire COUNTY to accept ownership and
25 responsibility for the operation and maintenance of COUNTY FACILITIES. Therefore,
26 COUNTY must review and approve DEVELOPER'S plans and specifications for PROJECT
27 and subsequently inspect the construction of COUNTY FACILITIES; and
28

1 I. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and
 2 specifications for PROJECT, (ii) inspect the construction of DISTRICT FACILITIES, and (iii)
 3 accept ownership and responsibility for the operation and maintenance of DISTRICT
 4 FACILITIES, provided DEVELOPER (a) complies with this Agreement, (b) constructs
 5 PROJECT in accordance with DISTRICT and COUNTY approved plans and specifications, (c)
 6 obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and
 7 maintenance of DISTRICT FACILITIES as set forth herein, and (d) accepts ownership and
 8 responsibility for the operation and maintenance of PROJECT following completion of
 9 PROJECT construction until such time as DISTRICT accepts ownership and responsibility for
 10 the operation and maintenance of DISTRICT FACILITIES; and
 11

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

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

22 SECTION I

23 DEVELOPER shall:

- 24 1. Prepare PROJECT plans and specifications, hereinafter called
 25 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and COUNTY
 26 standards, and submit to DISTRICT and COUNTY for their respective review and approval.
 27
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1 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic
2 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by
3 DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT
4 PLANS, review and approval of rights of way and conveyance documents, and with the
5 processing and administration of this Cooperative Agreement.
6

7 3. Deposit with DISTRICT (Attention: Business Office - Accounts
8 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
9 construction as set forth in Section I.8. herein, the estimated cost of providing construction
10 inspection for DISTRICT FACILITIES, in an amount as determined and approved by
11 DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside,
12 including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES.
13 If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit
14 with DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably
15 necessary by DISTRICT to complete inspection of DISTRICT FACILITIES, within thirty (30)
16 days after receipt of billing from DISTRICT.
17

18 4. Pay DISTRICT, upon execution of this Cooperative Agreement, the one-
19 time cash sum of seven thousand dollars (\$7,000), the amount agreed upon to cover
20 DISTRICT'S estimated cost to operate and maintain DISTRICT FACILITIES for a period of ten
21 (10) years (Zone 7 - Maintenance Trust Fund) commencing upon DISTRICT'S acceptance of
22 DISTRICT FACILITIES as complete for ownership, operation and maintenance.
23

24 5. Secure, at its sole cost and expense, all necessary licenses, agreements,
25 permits and rights of entry as may be needed for the construction, inspection, operation and
26 maintenance of DISTRICT FACILITIES. DEVELOPER shall furnish DISTRICT, at the time
27 of providing written notice to DISTRICT of the start of construction as set forth in Section I.8.,
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1 or not less than twenty (20) days prior to recordation of the final map for Parcel Map No. 33691
2 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having
3 secured such necessary licenses, agreements, permits and rights of entry, as determined and
4 approved by DISTRICT.

5
6 6. Prior to commencing construction, furnish DISTRICT with copies of all
7 permits, approvals or agreements required by any federal, state or local resource and/or
8 regulatory agency for the construction, operation and maintenance of DISTRICT FACILITIES.
9 Such documents include but are not limited to those issued by the U.S. Army Corps of
10 Engineers, California Regional Water Quality Control Board, California State Department of
11 Fish and Wildlife, State Water Resources Control Board, and Western Riverside County
12 Regional Conservation Authority.

13
14 7. Provide COUNTY, at the time of providing written notice to DISTRICT of
15 the start of construction as set forth in Section I.8. or not less than twenty (20) days prior to
16 recordation of the final map for Parcel Map No. 33691 or any phase thereof, whichever occurs
17 first, with faithful performance and payment bonds, each in the amount of one hundred percent
18 (100%) of the estimated cost for construction of DISTRICT FACILITIES as determined by
19 DISTRICT. The surety, amount and form of the bonds, shall be subject to approval of
20 DISTRICT and COUNTY. The bonds shall remain in full force and effect until DISTRICT
21 DRAINAGE FACILITIES are accepted by DISTRICT as complete; at which time the bond
22 amount may be reduced to five percent (5%) for a period of one (1) year to guarantee against
23 any defective work, labor or materials.

24
25 8. Notify DISTRICT in writing (Attention: Administrative Services Section),
26 at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not
27 begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to
28

1 DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence
2 construction of PROJECT.

3 9. Grant DISTRICT and COUNTY, by execution of this Cooperative
4 Agreement, the right to enter upon DEVELOPER'S property where necessary and convenient
5 for the purpose of gaining access to, and performing inspection service for, the construction of
6 PROJECT as set forth herein.

7 10. Obtain and provide DISTRICT, at the time of providing written notice to
8 DISTRICT of the start of construction of PROJECT as set forth in Section I.8. or not less than
9 twenty (20) days prior to the recordation of the final map for Parcel Map No. 33691 or any
10 phase thereof, whichever occurs first, with duly executed Irrevocable Offers(s) of Dedication to
11 the public for flood control and drainage purposes, including ingress and egress, for the rights of
12 way deemed necessary by DISTRICT for the construction, inspection, operation and
13 maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a
14 form approved by DISTRICT and shall be executed by all legal and equitable owners of the
15 property described in the offer(s).

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

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

1 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
2 the start of construction as set forth in Section I.8., a construction schedule which shall show the
3 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out the
4 various parts of work, including estimated start and completion dates. As construction of
5 DISTRICT FACILITIES progresses, DEVELOPER shall update said construction schedule as
6 requested by DISTRICT.
7

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

10 15. Not permit any change to or modification of DISTRICT and COUNTY
11 approved IMPROVEMENT PLANS without the prior written permission and consent of
12 DISTRICT and COUNTY.
13

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

17 17. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
18 the start of construction as set forth in Section I.8., a confined space entry procedure specific to
19 PROJECT. The procedure shall comply with requirements contained in California Code of
20 Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit
21 Required Confined Space and District Confined Space Procedures, SOM-18. The procedure
22 shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.
23

24 18. DEVELOPER shall not commence operations until DISTRICT has been
25 furnished with original certificate(s) of insurance and original certified copies of endorsements
26 and if requested, certified original policies of insurance including all endorsements and any and
27 all other attachments as required in this Section.
28

1 Without limiting or diminishing DEVELOPER'S obligation to indemnify or
2 hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained,
3 at its sole cost and expense, the following insurance coverage's during the term of this
4 Agreement:

5
6 A. Workers' Compensation:

7 If DEVELOPER has employees as defined by the State of California,
8 DEVELOPER shall maintain statutory Workers' Compensation
9 Insurance (Coverage A) as prescribed by the laws of the State of
10 California. Policy shall include Employers' Liability (Coverage B)
11 including Occupational Disease with limits not less than \$1,000,000
12 per person per accident. Policy shall be endorsed to waive
13 subrogation in favor of DISTRICT and COUNTY, and, if applicable,
14 to provide a Borrowed Servant/Alternate Employer Endorsement.

15
16 B. Commercial General Liability:

17 Commercial General Liability insurance coverage, including but not
18 limited to, premises liability, unmodified contractual liability,
19 products and completed operations liability, personal and advertising
20 injury, and cross liability coverage, covering claims which may arise
21 from or out of DEVELOPER'S performance of its obligations
22 hereunder. Policy shall name the Riverside County Flood Control and
23 Water Conservation District and COUNTY, its agencies, districts,
24 special districts, and departments, their respective directors, officers,
25 Board of Supervisors, employees, elected or appointed officials,
26 agents or representatives as additional insureds. Policy's limit of
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1 liability shall not be less than \$2,000,000 per occurrence combined
2 single limit. If such insurance contains a general aggregate limit, it
3 shall apply separately to this Agreement or be no less than two (2)
4 times the occurrence limit.
5

6 C. Vehicle Liability:

7 If DEVELOPER'S vehicles or mobile equipment are used in the
8 performance of the obligations under this Agreement, then
9 DEVELOPER shall maintain liability insurance for all owned, non-
10 owned or hired vehicles so used in an amount not less than
11 \$1,000,000 per occurrence combined single limit. If such insurance
12 contains a general aggregate limit, it shall apply separately to this
13 Agreement or be no less than two (2) times the occurrence limit.
14 Policy shall name the Riverside County Flood Control and Water
15 Conservation District and COUNTY, its agencies, districts, special
16 districts, and departments, their respective directors, officers, Board
17 of Supervisors, employees, elected or appointed officials, agents or
18 representatives as additional insureds.
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21 D. Professional Liability:

22 DEVELOPER shall maintain Professional Liability Insurance
23 providing coverage for DEVELOPER'S performance of work
24 included within this Agreement, with a limit of liability of not less
25 than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If
26 DEVELOPER'S Professional Liability Insurance is written on a
27 claims made basis rather than an occurrence basis, such insurance
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1 shall continue through the term of this Agreement and DEVELOPER
2 shall purchase at his sole expense either 1) an Extended Reporting
3 Endorsement (also known as Tail Coverage); or 2) Prior Dates
4 Coverage from a new insurer with a retroactive date back to the date
5 of, or prior to, the inception of this Agreement; or 3) demonstrate
6 through Certificates of Insurance that DEVELOPER has maintained
7 continuous coverage with the same or original insurer. Coverage
8 provided under items: 1), 2) or 3) will continue as long as the law
9 allows.
10

11 E. General Insurance Provisions – All Lines:

- 12
- 13 i. Any insurance carrier providing insurance coverage hereunder
14 shall be admitted to the State of California and have an A.M.
15 BEST rating of not less than an A: VIII (A: 8) unless such
16 requirements are waived, in writing, by the County Risk
17 Manager. If the County Risk Manager waives a requirement for
18 a particular insurer such waiver is only valid for that specific
19 insurer and only for one policy term.
- 20
- 21 ii. DEVELOPER must declare its insurance self-insured retention
22 for each coverage required herein. If any such self-insured
23 retention exceeds \$500,000 per occurrence each such retention
24 shall have the prior written consent of the County Risk Manager
25 before the commencement of operations under this Agreement.
26 Upon notification of self-insured retention deemed unacceptable
27 to DISTRICT, and at the election of the County Risk Manager,
28

1 DEVELOPER'S carriers shall either: 1) reduce or eliminate such
2 self-insured retention with respect to this Agreement with
3 DISTRICT, or 2) procure a bond which guarantees payment of
4 losses and related investigations, claims administration, and
5 defense costs and expenses.
6

7 iii. DEVELOPER shall cause their insurance carrier(s) to furnish
8 DISTRICT with 1) a properly executed original certificate(s) of
9 insurance and certified original copies of endorsements effecting
10 coverage as required herein; and 2) if requested to do so orally
11 or in writing by the County Risk Manager, provide original
12 certified copies of policies including all endorsements and all
13 attachments thereto, showing such insurance is in full force and
14 effect. Further, said certificate(s) and policies of insurance shall
15 contain the covenant of the insurance carrier(s) that a minimum
16 of sixty (60) days written notice shall be given to DISTRICT
17 prior to any material modification, cancellation, expiration or
18 reduction in coverage of such insurance. If DEVELOPER
19 insurance carrier(s) policies does not meet the minimum notice
20 requirement found herein, DEVELOPER shall cause
21 DEVELOPER'S insurance carrier(s) to furnish a 60 day Notice
22 of Cancellation Endorsement. In the event of a material
23 modification, cancellation, expiration or reduction in coverage,
24 this Agreement shall terminate forthwith, unless DISTRICT
25 receives, prior to such effective date, another properly executed
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1 original certificate of insurance and original copies of
2 endorsements or certified original policies, including all
3 endorsements and attachments thereto, evidencing coverages set
4 forth herein and the insurance required herein is in full force and
5 effect. An individual authorized by the insurance carrier to do
6 so on its behalf shall sign the original endorsements for each
7 policy and the certificate of insurance.
8

9 iv. It is understood and agreed by the parties hereto that
10 DEVELOPER'S insurance shall be construed as primary
11 insurance, and DISTRICT'S insurance and/or deductibles and/or
12 self-insured retentions or self-insured programs shall not be
13 construed as contributory.
14

15 v. If, during the term of this Agreement or any extension thereof,
16 there is a material change in the scope of services or there is a
17 material change in the equipment to be used in the performance
18 of the scope of work which will add additional exposures (such
19 as the use of aircraft, watercraft, cranes, etc.); or the term of this
20 Agreement, including any extensions thereof, exceeds five (5)
21 years, DISTRICT reserves the right to adjust the types of
22 insurance required under this Agreement and the monetary
23 limits of liability for the insurance coverages currently required
24 herein, if, in the County Risk Manager's reasonable judgment,
25 the amount or type of insurance carried by DEVELOPER has
26 become inadequate.
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vi. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

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

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

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

20. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Development Review Section) and COUNTY with written notice that PROJECT construction is substantially complete and requesting that DISTRICT conduct a final inspection of DISTRICT FACILITIES and COUNTY conduct a final inspection of COUNTY FACILITIES.

1 21. Upon completion of PROJECT construction, and upon acceptance by
2 COUNTY of all rights of way deemed necessary by DISTRICT and COUNTY for the operation
3 and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES
4 for ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT (i)
5 the flood control easement(s) including ingress and egress, in a form approved by DISTRICT, to
6 the rights of way as shown in concept cross-hatched in red on Exhibit "C".
7

8 22. At the time of recordation of the conveyance document(s) as set forth in
9 Section I.21., furnish DISTRICT with policies of title insurance, each in the amount of not less
10 than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
11 easement parcel to be conveyed to DISTRICT, or (ii) one hundred percent (100%) of the
12 estimated value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT,
13 guaranteeing DISTRICT'S interest in said property as being free and clear of all liens,
14 encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except
15 those which, in the sole discretion of DISTRICT, are acceptable.
16

17 23. Accept ownership and sole responsibility for the operation and maintenance
18 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation
19 and maintenance of DISTRICT FACILITIES, COUNTY accepts ownership and responsibility
20 for operation and maintenance of COUNTY FACILITIES, and the Property Owners'
21 Association for Parcel Map No. 33691 accepts ownership and responsibility for operation and
22 maintenance of DEVELOPER FACILITIES. Further, it is mutually understood by the parties
23 hereto that prior to DISTRICT acceptance of ownership and responsibility for the operation and
24 maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a satisfactorily
25 maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and,
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1 in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition,
2 corrections shall be made at sole expense of DEVELOPER.

3 24. Pay, if suit is brought upon this Cooperative Agreement or any bond
4 guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including
5 reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs,
6 expenses and fees shall be computed as costs and included in any judgment rendered.
7

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

17 26. Ensure that all work performed pursuant to this Cooperative Agreement by
18 DEVELOPER, its agents or contractors is done in accordance with all applicable laws and
19 regulations, including but not limited to all applicable provisions of the Labor Code, Business
20 and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs
21 associated with compliance with applicable laws and regulations.
22

23 SECTION II

24 DISTRICT shall:

25 1. Review and approve IMPROVEMENT PLANS prior to the start of
26 PROJECT construction.
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1 2. Provide COUNTY an opportunity to review and approve IMPROVEMENT
2 PLANS prior to DISTRICT'S final approval.

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

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

8 5. Inspect DISTRICT FACILITIES construction.

9 6. Keep an accurate accounting of all DISTRICT costs associated with the
10 review and approval of IMPROVEMENT PLANS, the review and approval of right of way and
11 conveyance documents, and the processing and administration of this Cooperative Agreement.
12

13 7. Keep an accurate accounting of all DISTRICT construction inspection
14 costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT FACILITIES
15 as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in
16 Section I.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount
17 within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being
18 complete.
19

20 8. Accept ownership and sole responsibility for the operation and maintenance
21 of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in
22 accordance with Section I.20., (ii) DISTRICT acceptance of PROJECT construction as being
23 complete, (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans,
24 as set forth in Section I.25., (iv) recordation of all conveyance documents described in Section
25 I.21., (v) COUNTY acceptance of COUNTY FACILITIES for ownership, operation, and
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1 maintenance, and (vi) DISTRICT'S sole determination that DISTRICT FACILITIES are in a
2 satisfactorily maintained condition.

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

5
6 SECTION III

7 COUNTY shall:

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

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

13 3. Inspect PROJECT construction.

14 4. Consent, by execution of this Cooperative Agreement, to the recording of
15 any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Cooperative
16 Agreement.
17 Agreement.

18 5. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication
19 as set forth herein, and any other outstanding offers of dedication necessary for the construction,
20 inspection, operation and maintenance of DISTRICT FACILITIES, and, convey sufficient rights
21 of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT
22 FACILITIES.
23 FACILITIES.

24 6. Grant DISTRICT, by execution of this Agreement, the right to construct,
25 inspect, operate and maintain DISTRICT FACILITIES within COUNTY rights of way.
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1 twenty (120) consecutive calendar days after commencing work on PROJECT. It is expressly
2 understood that since time is of the essence in this Cooperative Agreement, failure of
3 DEVELOPER to perform the work within the agreed upon time shall constitute authority for
4 DISTRICT to perform the remaining work and require DEVELOPER'S surety to pay to
5 COUNTY the penal sum of any and all bonds. In which case, COUNTY shall subsequently
6 reimburse DISTRICT for DISTRICT costs incurred.
7

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

17 5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed
18 within twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in
19 Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the
20 issuance of a Notice to Proceed is subject to staff availability.
21

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

8 6. PROJECT construction work shall be on a five (5) day, forty (40) hour
9 work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless
10 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work
11 more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a
12 written request for permission from DISTRICT to work the additional hours. The request shall
13 be submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional
14 work hours and state the reasons for the overtime and the specific time frames required. The
15 decision of granting permission for overtime work shall be made by DISTRICT at its sole
16 discretion and shall be final. If permission is granted by DISTRICT, DEVELOPER will be
17 charged the cost incurred at the overtime rates for additional inspection time required in
18 connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including
19 any amendments thereto, of the County of Riverside.
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22 7. DEVELOPER shall indemnify and hold harmless DISTRICT and
23 COUNTY (including their agencies, districts, special districts and departments, their respective
24 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and
25 representatives) from any liability, claim, damage, proceeding or action, present or future, based
26 upon, arising out of or in any way relating to DEVELOPER'S (including its officers, employees,
27 subcontractors and agents) actual or alleged acts or omissions related to this Agreement,
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1 performance under this Agreement, or failure to comply with the requirements of this
 2 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
 3 liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth
 4 Amendment of the United States Constitution or any other law, ordinance or regulation caused
 5 by the diversion of waters from the natural drainage patterns or the discharge of drainage within
 6 or from PROJECT; or (d) any other element of any kind or nature whatsoever.

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

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

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

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

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

8 8. DEVELOPER for itself, its successors and assigns hereby releases
9 DISTRICT and COUNTY, their respective officers, agents, and employees from any and all
10 claims, demands, actions, or suits of any kind arising out of any liability, known or unknown,
11 present or future, including, but not limited to any claim or liability, based or asserted, pursuant
12 to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States
13 Constitution, or any other law or ordinance which seeks to impose any other liability or damage,
14 whatsoever, for damage caused by the discharge of drainage within or from PROJECT.
15 Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT or
16 COUNTY, their officers, agents and employees from any and all claims, demands, actions or
17 suits of any kind arising out of any liability, known or unknown, present or future, for the
18 negligent maintenance of DISTRICT FACILITIES and COUNTY FACILITIES, after the
19 acceptance of DISTRICT FACILITIES and COUNTY FACILITIES by DISTRICT and
20 COUNTY, respectively.

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

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

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

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

10 FRENCH VALLEY AIRPORT CENTER LLC
11 515 S. Figueroa Street, Suite 1028
12 Los Angeles, CA 90071
Attn: Chi-Hung Joseph Poon

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

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

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

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

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

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

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

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IN WITNESS WHEREOF, the parties hereto have executed this Cooperative

Agreement on _____
(to be filled in by Clerk of the Board)

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

By _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

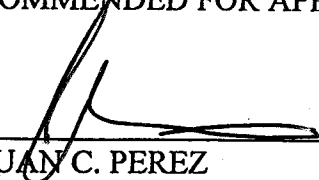
(SEAL)

Cooperative Agreement:
Santa Gertrudis Valley – Leon Road (S. Van Gaale Lane) Storm Drain
Project No. 7-0-00063
Parcel Map No. 33691
AMR:blm
08/17/15

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RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
JUAN C. PEREZ
Director of Transportation
and Land Management


By _____
MARION ASHLEY, Chairman
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By  9/23/15
MARSHA L. VICTOR
Principal Deputy County Counsel

By _____
Deputy

(SEAL)

Cooperative Agreement:
Santa Gertrudis Valley – Leon Road (S. Van Gaale Lane) Storm Drain
Project No. 7-0-00063
Parcel Map No. 33691
AMR:blm
08/17/15

FRENCH VALLEY AIRPORT CENTER LLC
a California limited liability company

By _____
CHI-HUNG JOSEPH POON
Vice President

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

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Cooperative Agreement:
Santa Gertrudis Valley – Leon Road (S. Van Gaale Lane) Storm Drain
Project No. 7-0-00063
Parcel Map No. 33691
AMR:blm
08/17/15

Exhibit A

LEGAL DESCRIPTION

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

TENTATIVE PARCEL MAP NO. 33691, BEING A SUBDIVISION OF THE FOLLOWING:

THAT PORTION OF THE NORTHEAST QUARTER (OF RECORD PER THE RECORDED CERTIFICATE OF COMPLIANCE IT STATES THE NORTHWEST QUARTER) OF SECTION 7, TOWNSHIP 7 SOUTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 7;

THENCE ON THE SOUTH LINE OF SAID NORTHEAST QUARTER, SOUTH 89° 50' 38" WEST, 2504.81 FEET, TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE COUNTY OF RIVERSIDE, RECORDED JULY 2, 1986 AS INSTRUMENT NO. 154437, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE ON THE EAST LINE OF SAID LAND, NORTH 12° 17' 07" EAST, 2682.11 FEET TO THE SOUTH LINE OF AULD ROAD AS DESCRIBED IN DEED TO THE COUNTY OF RIVERSIDE, RECORDED JULY 2, 1991, AS INSTRUMENT NO. 224780, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE ON SAID LINE, NORTH 89° 33' 36" EAST, 110.19 FEET TO THE WEST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE COUNTY OF RIVERSIDE RECORDED JULY 10, 1989, AS INSTRUMENT NO. 229162, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE ON THE WEST LINE OF SAID LAND, SOUTH 00° 46' 11" EAST, 1230.41 FEET TO THE SOUTHWEST CORNER OF SAID LAND;

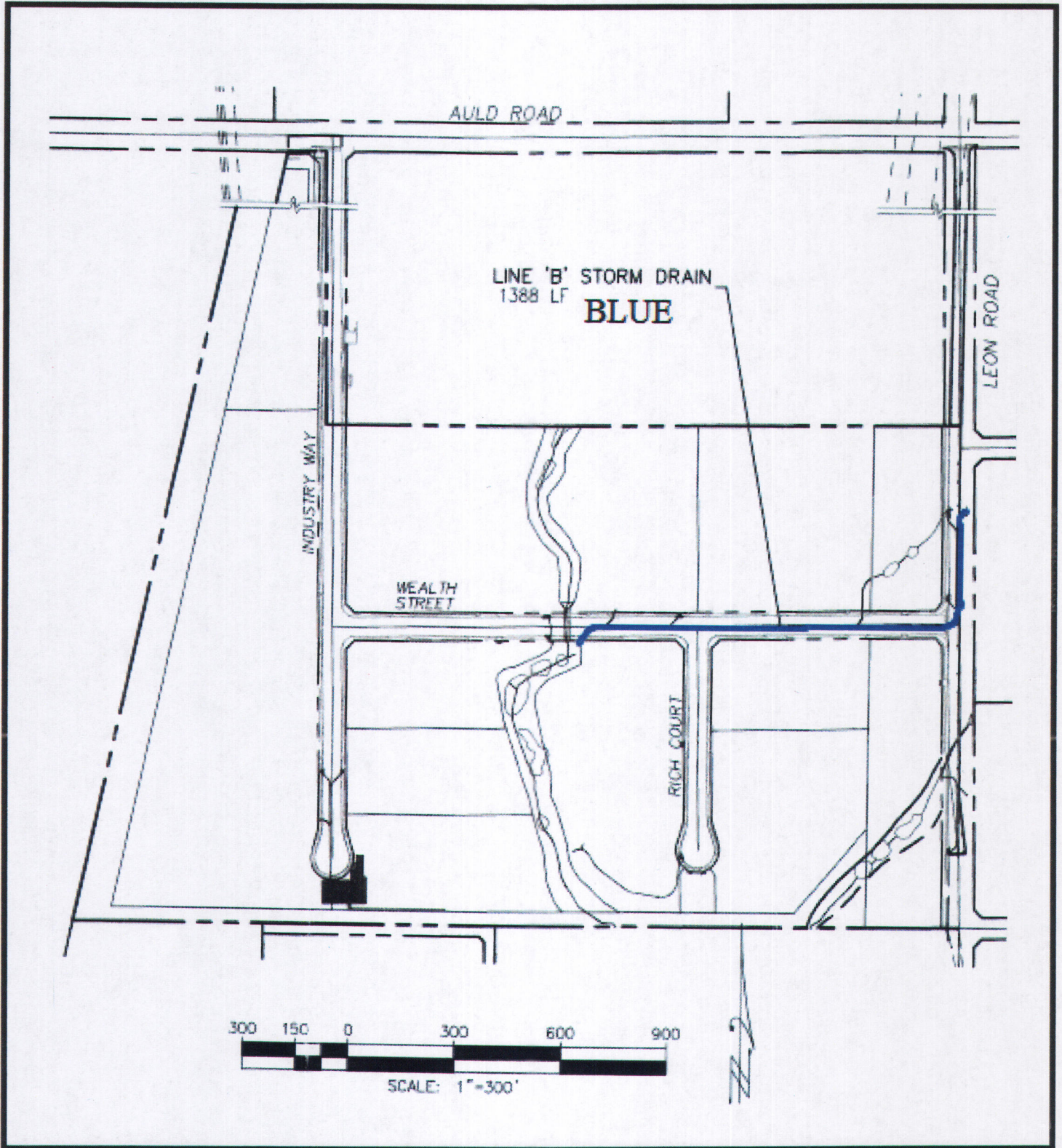
THENCE ON THE SOUTH LINE OF SAID LAND, NORTH 89° 33' 36" EAST 1788.66 FEET TO THE SOUTHWEST CORNER OF SAID LAND, SAID POINT ALSO BEING ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7;

THENCE ON THE EAST LINE OF SECTION 7, SOUTH 00° 46' 11" EAST, 1398.27 FEET TO THE TRUE POINT ON BEGINNING.

PURSUANT TO CERTIFICATE OF COMPLIANCE NO. 4399 RECORDED APRIL 25, 1995 AS INSTRUMENT NO. 128297 OFFICIAL RECORDS.

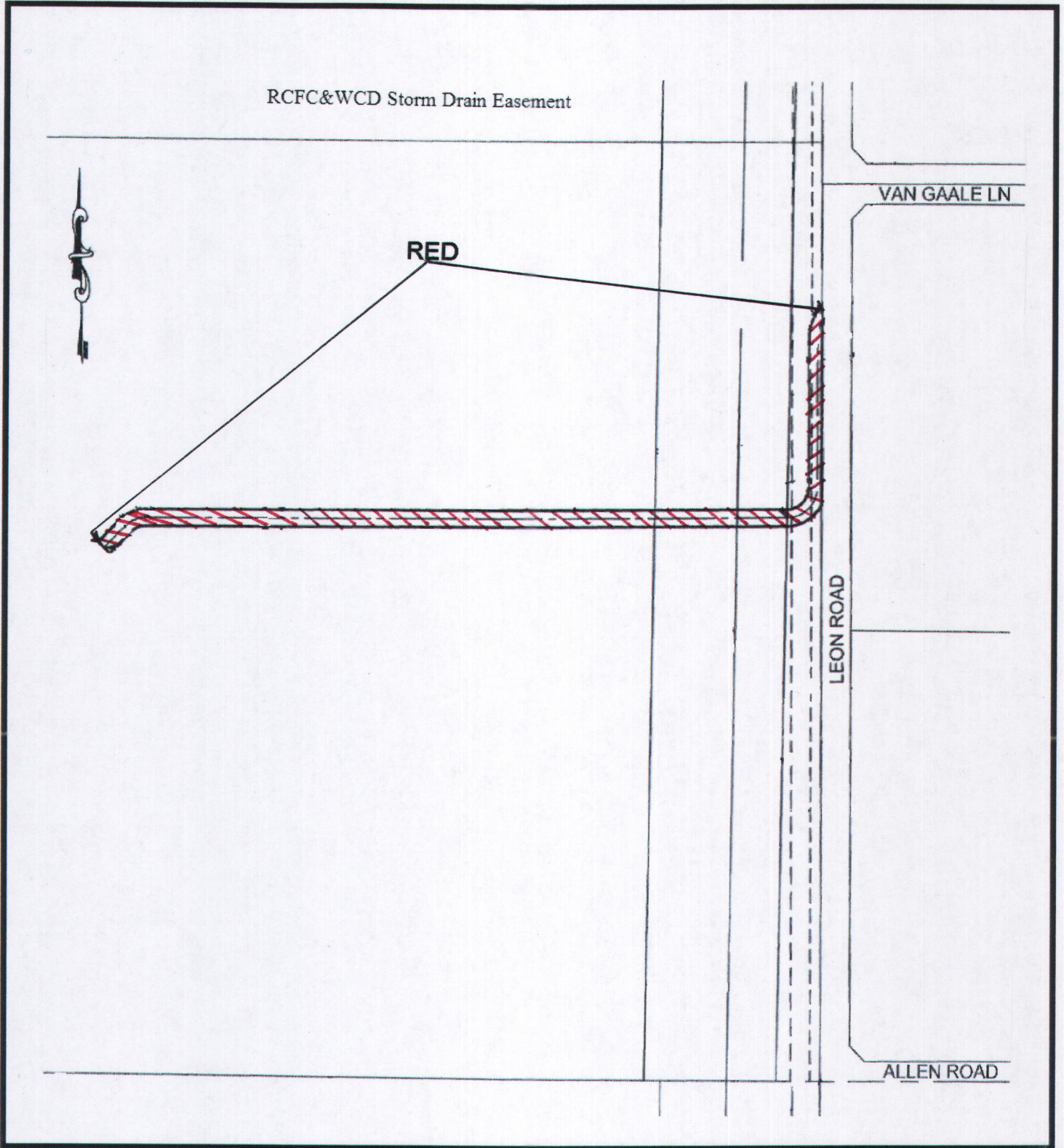
APN: 963-080-002-8

Exhibit B



COOPERATIVE AGREEMENT
Santa Gertrudis Valley – Leon Road (S. Van Gaale Lane) Storm Drain
Project No. 7-0-00063
Parcel Map No. 33691
1 of 1

Exhibit C



COOPERATIVE AGREEMENT
Santa Gertrudis Valley – Leon Road (S. Van Gaale Lane) Storm Drain
Project No. 7-0-00063
Parcel Map No. 33691
1 of 2

Exhibit C

