

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 10/15

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

414B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**

October 20, 2015

**SUBJECT:** Approval of Cooperative Agreement for Santa Gertrudis Valley – Leon Road (S. Van Gaale Lane) Storm Drain (Parcel Map No. 33691), Project No. 7-0-00063; District 3 [\$/N/A]

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

1. Approve the Cooperative Agreement between the District, the County of Riverside (County) and French Valley Airport Center LLC (Developer); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

**BACKGROUND:**

Summary

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain flood control facilities, required as a condition of approval for Parcel Map No. 33691, are to be constructed by Developer and inspected, operated and maintained by the District, County, and Developer.

Continued on Page 2

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 P8/172049

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:**

Budget Adjustment: No
For Fiscal Year: N/A

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

APPROVE  
 BY:   
 Steven E. Horn

County Executive Office Signature

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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

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

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

(Companion Item 3-31)

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

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

11-2

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT  
BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Approval of Cooperative Agreement for Santa Gertrudis Valley – Leon Road (S. Van Gaale  
Lane) Storm Drain (Parcel Map No. 33691), Project No. 7-0-00063; District 3 [\$N/A]**

**DATE:** October 20, 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 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 (i) a 54-inch storm drain system, a 24-inch storm drain system and a 7' by 12' RCB; and (ii) the project's associated catch basins, outlets, inlets, riprap, curb and gutter 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 36-inch and a 24-inch storm drain systems, maintenance access road and laterals and connector pipes that are 36 inches or less in diameter located within privately held rights of way.

County Counsel has approved the Agreement as to legal form, and the Developer has executed the Agreement. A companion item appears on the Riverside County Transportation Department's agenda this same date.

**Impact on Residents and Businesses**

As noted above, construction of these drainage improvements is a requirement for the development of Parcel Map No. 33691. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to citizens who will utilize the tract's roadways.

**SUPPLEMENTAL:**

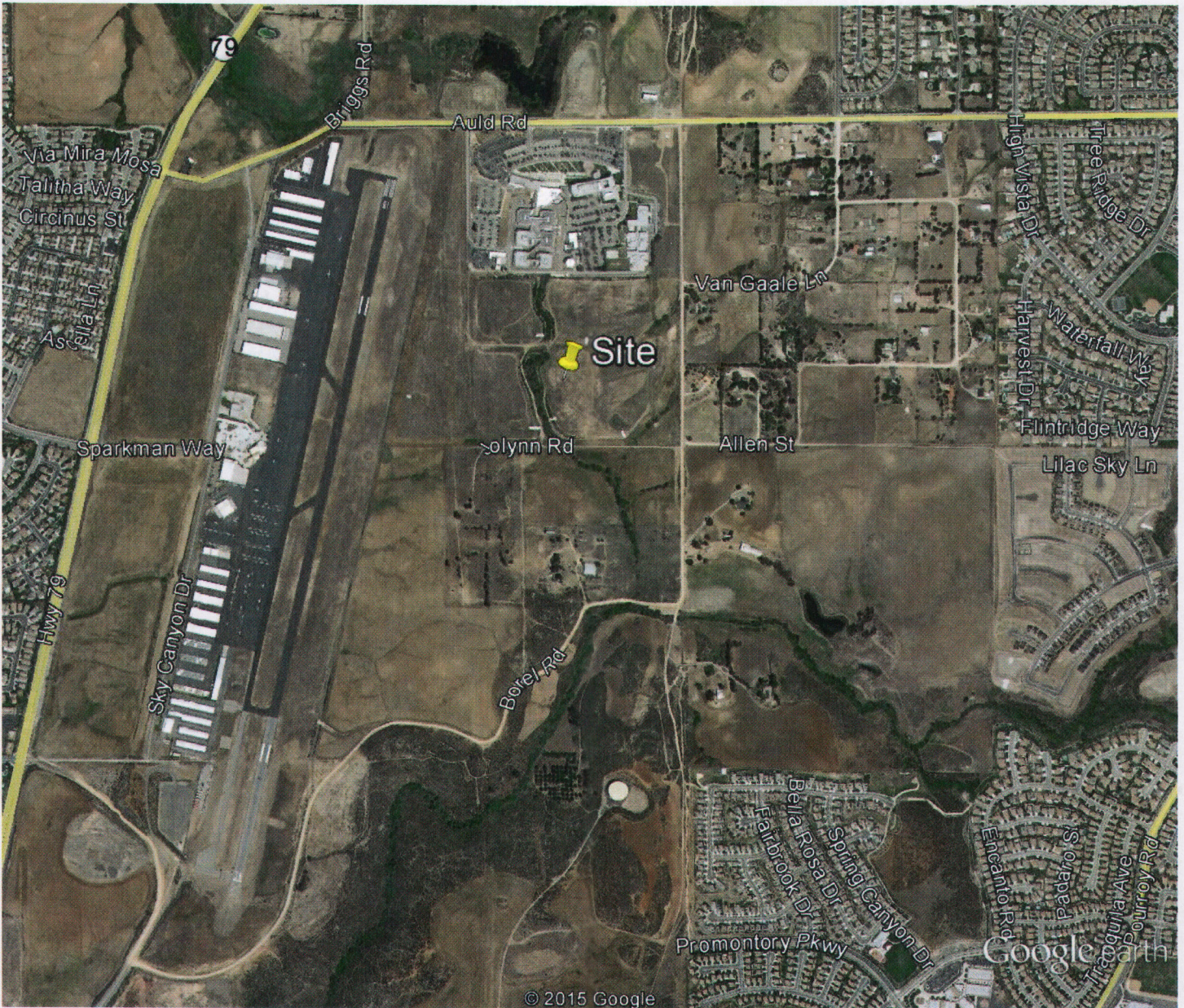
**Additional Fiscal Information**

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

**ATTACHMENTS:**

1. Vicinity Map
2. Cooperative Agreement

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Google earth



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

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

9 RECITALS

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

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

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

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

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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.,  
28

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

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

22  
23           12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of  
24 the start of construction as set forth in Section I.8., with a complete list of all contractors and  
25 subcontractors to be performing work on DISTRICT FACILITIES, including the corresponding  
26 license number and license classification of each. At such time, DEVELOPER shall further  
27 identify in writing its designated superintendent for PROJECT construction.  
28

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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liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

D. Professional Liability:

DEVELOPER shall maintain Professional Liability Insurance providing coverage for DEVELOPER'S performance of work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If DEVELOPER'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance

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

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

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           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 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  
28

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,  
28

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  
10 Riverside, CA 92501  
11 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  
13 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

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

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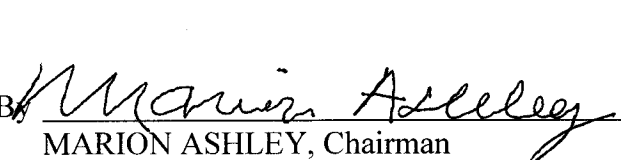
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IN WITNESS WHEREOF, the parties hereto have executed this Cooperative

Agreement on OCT 20 2015  
(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

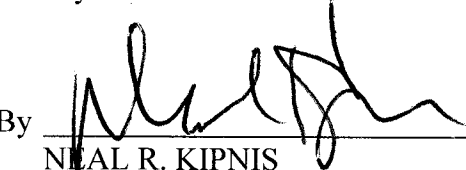
By   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water Conservation District Board of Supervisors

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

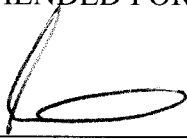
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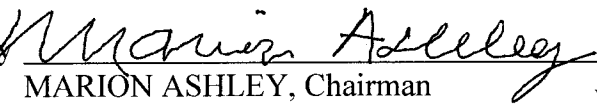
Cooperative Agreement:  
Santa Gertrudis Valley – Leon Road (S. Van Gaale Lane) Storm Drain  
Project No. 7-0-00063  
Parcel Map No. 33691  
AMR:blm  
08/17/15

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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

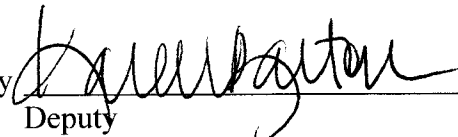
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board


By   
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  
~~is~~ 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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

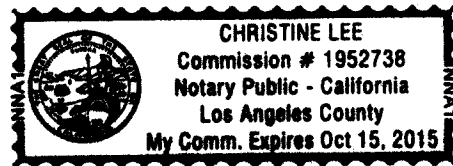
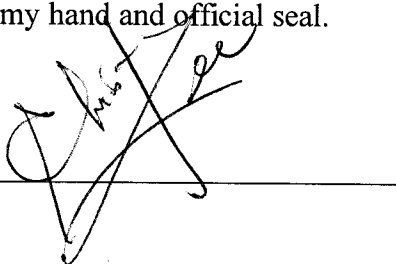
COUNTY OF LOS ANGELES

On August 24, 2015 before me, Christine Lee, Notary Public personally appeared Chi-Hung Joseph Poon, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument, and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



( Seal )

.....

## Description of Attached Document

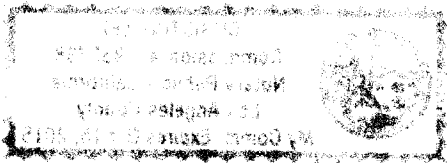
Title or Type of Document: Cooperative Agreement  
Santa Gertrudis Valley – Leon Road (S. Van Gaale Lane) Storm Drain

Document Date: August 17, 2015

Number of Pages: 27 (excluding Exhibits)

## Capacity(ies) claimed by Signer(s)

Signer's Name & Title: Chi-Hung Joseph Poon, President of French Valley Airport Center LLC





# 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;

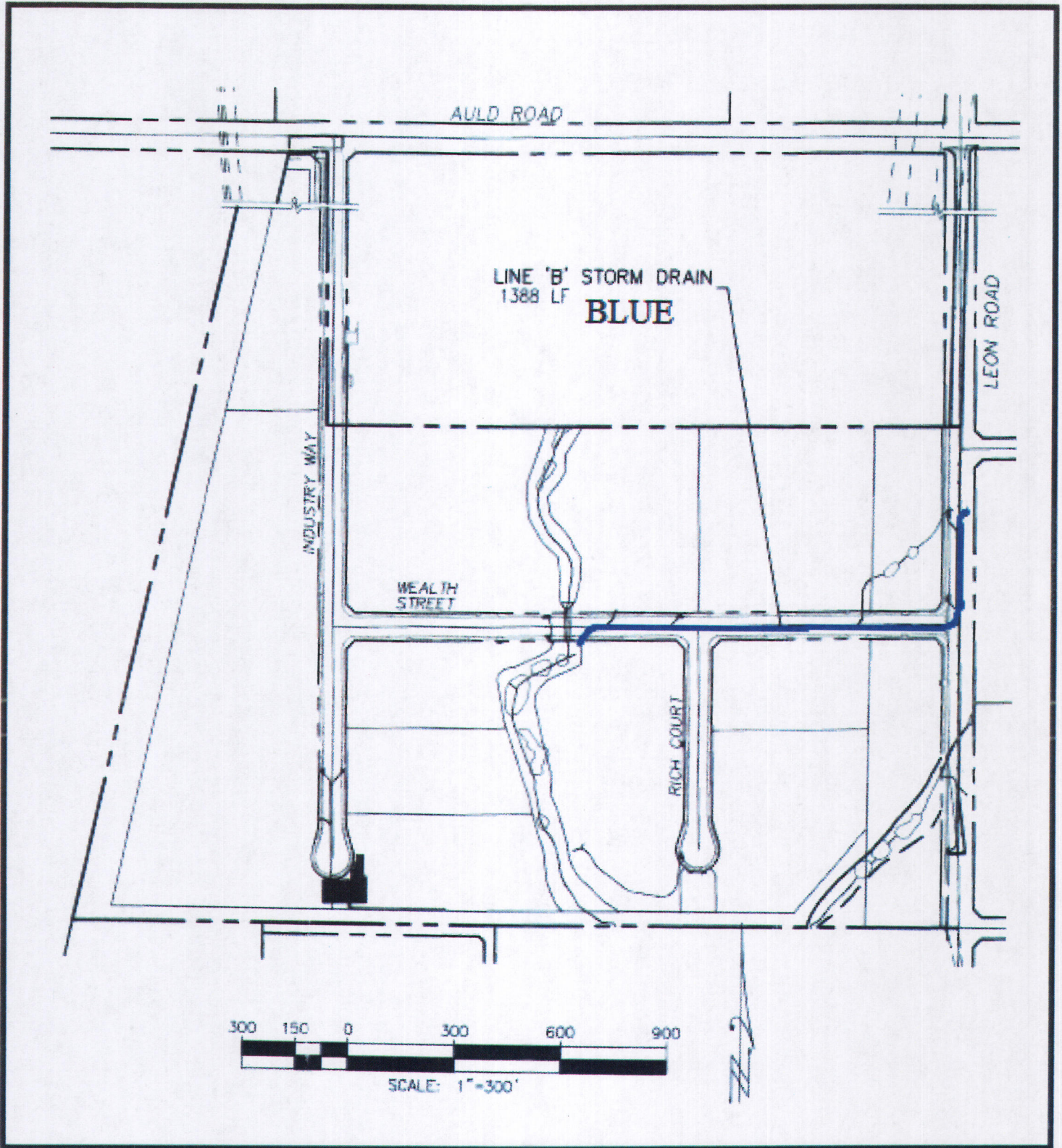
THENCE ON THE SOUTH LINE OF SAID LAND, NORTH 89° 33' 36" EAST 1788.66 FEET TO THE SOUTHWEST CORNER OF SAID LAND, SAID POINT ALSO BEING ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7;

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.

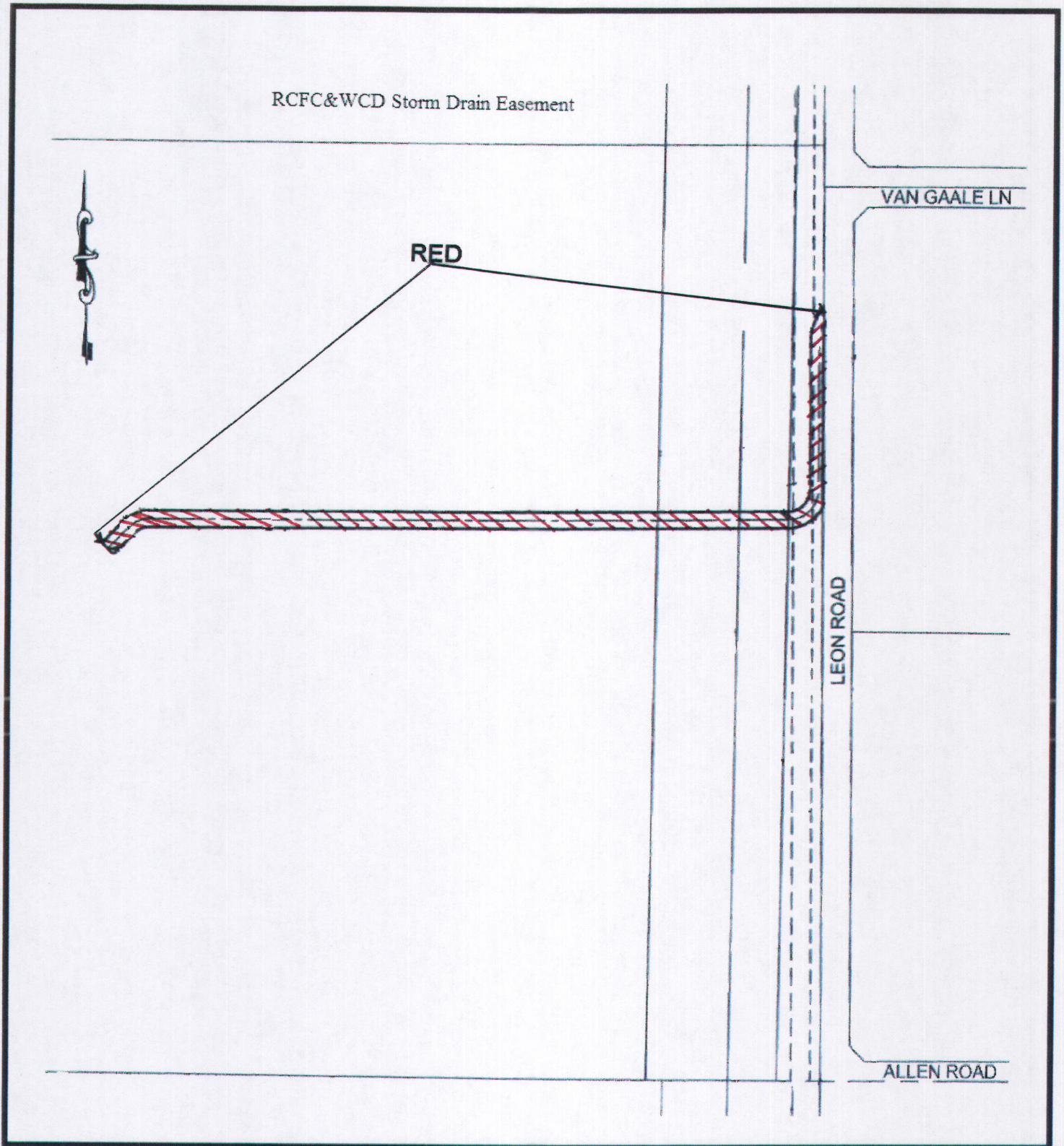
APN: 963-080-002-8

**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

