

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



ITEM
11.5
(ID # 3967)

MEETING DATE:

Tuesday, April 11, 2017

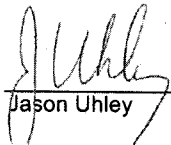
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement for Menifee Valley- Southshore Drive Storm Drain, Stage 1 and Menifee Valley- Shire Horse Way Storm Drain, Stage 1 (Tract No. 32277) Project Nos. 4-0-00383 and 4-0-00384; 5th District [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

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

ACTION: Policy



Jason Uhley

3/30/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione and Ashley
Nays: None
Absent: Washington
Date: April 11, 2017
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET DISTRICT COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment:	No
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cooperative Agreement (Agreement) sets forth the terms and conditions by which certain flood control facilities, required as a condition of approval for Tract No. 32277, are to be constructed by Developer and inspected, operated and maintained by the District, City and Developer.

The Agreement is necessary to provide for District 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. The City will assume ownership and responsibility for the project's associated catch basins, connector pipes, curbs and gutters and retention basin located within City rights of way.

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

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Tract No 32277. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public 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

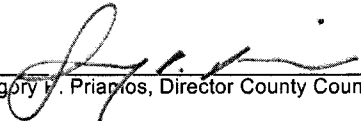
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SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

P8/211334


Elizabeth Olson

4/3/2017


Gregory V. Priamos, Director County Counsel

3/28/2017

COOPERATIVE AGREEMENT

Menifee Valley - Southshore Drive Storm Drain, Stage 1
Menifee Valley - Shire Horse Way Storm Drain, Stage 1
Project Nos. 4-0-00383, 4-0-00384
Tract No. 32277

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

RECITALS

A. DEVELOPER has submitted for approval Tract No. 32277 located in the city of Menifee. As a condition of approval for Tract No. 32277, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER'S planned development; and

B. The legal description of Tract No. 32277 is provided on Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities, all as shown on District Drawing No. 4-1091, include construction of:

1. Approximately 3,300 lineal feet of underground storm drain system, including an associated transition structure along Southshore Drive, hereinafter known as "LINE C" as shown in concept in red on Exhibit "B" attached hereto and made a part hereof;

2. Approximately 350 lineal feet of underground storm drain system hereinafter known as "LINE D" as shown in concept in blue on Exhibit "B". Together, LINE C and LINE D are hereinafter called "SOUTHSHORE DRIVE STORM DRAIN STAGE 1"; and

3. Approximately 1,200 lineal feet of underground storm drain system, hereinafter called "SHIRE HORSE WAY STORM DRAIN STAGE 1" as shown in concept in green on Exhibit "B".

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1 Together, SOUTHSORE DRIVE STORM DRAIN STAGE 1 and SHIRE HORSE WAY
2 STORM DRAIN STAGE 1 are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

3 D. Associated with the construction of DISTRICT DRAINAGE FACILITIES
4 is the construction of certain underground storm drain laterals that are 36 inches or less in
5 diameter, outlets, catch basins and connector pipes located within CITY-held easements or rights
6 of way, hereinafter called "APPURTENANCES"; and
7

8 E. Together, DISTRICT DRAINAGE FACILITIES and APPURTENANCES
9 are hereinafter called "PROJECT"; and

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

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

21 H. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and
22 specifications for PROJECT; (ii) inspect the construction of DISTRICT DRAINAGE
23 FACILITIES; and (iii) accept ownership and responsibility for the operation and maintenance of
24 DISTRICT DRAINAGE FACILITIES, provided DEVELOPER (a) complies with this
25 Agreement; (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans
26 and specifications; and (c) obtains and conveys to DISTRICT the necessary rights of way for the
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1 inspection, operation and maintenance of DISTRICT DRAINAGE FACILITIES as set forth
2 herein; and

3 I. CITY is willing to (i) review and approve DEVELOPER'S plans and
4 specifications for PROJECT; (ii) inspect the construction of PROJECT; (iii) accept and hold
5 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT
6 DRAINAGE FACILITIES; (iv) grant DISTRICT the right to inspect, operate and maintain
7 DISTRICT DRAINAGE FACILITIES within CITY rights of way; and (v) accept ownership and
8 responsibility for the operation and maintenance of APPURTENANCES, provided
9 DEVELOPER (a) complies with this Agreement; and (b) constructs PROJECT in accordance
10 with DISTRICT and CITY approved plans and specifications.
11

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

13 SECTION I

14 DEVELOPER shall:

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

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

25 3. Deposit with DISTRICT (Attention: Business Office - Accounts
26 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
27 construction as set forth in Section I.8., the estimated cost of providing construction inspection
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1 for DISTRICT DRAINAGE FACILITIES, in an amount as determined and approved by
2 DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including
3 any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITIES.

4 If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit
5 with DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably
6 necessary by DISTRICT to complete inspection of PROJECT, within thirty (30) days after receipt
7 of billing from DISTRICT.
8

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

16 5. Furnish DISTRICT and CITY with copies of all permits, approvals or
17 agreements required by any Federal, State or local resource and/or regulatory agency for the
18 construction, operation and maintenance of PROJECT. Such documents include but are not
19 limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality
20 Control Board, California State Department of Fish and Game, State Water Resources Control
21 Board, and Western Riverside County Regional Conservation Authority.
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23 6. Provide CITY, prior to providing written notice to DISTRICT of the start of
24 construction as set forth in Section I.8. or not less than twenty (20) days prior to recordation of
25 the final map for Tract No. 32277 or any phase thereof, whichever occurs first, with faithful
26 performance and payment bonds, each in the amount of one hundred percent (100%) of the
27 estimated cost for construction of DISTRICT DRAINAGE FACILITIES as determined by
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1 DISTRICT. The surety, amount and form of the bonds, shall be subject to approval of DISTRICT
2 and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE
3 FACILITIES are accepted by DISTRICT as complete, at which time the bond amount may be
4 reduced to five percent (5%) for a period of one year to guarantee against any defective work,
5 labor or materials.

6
7 7. [THIS SECTION INTENTIONALLY LEFT BLANK]

8 8. Notify DISTRICT in writing (Attention: Administrative Services Section),
9 at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not
10 begin on any element of PROJECT, for any reason whatsoever, until DISTRICT and CITY have
11 issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence
12 construction of PROJECT.

13
14 9. Grant DISTRICT and CITY, by execution of this Agreement, the right to
15 enter upon DEVELOPER'S property where necessary and convenient for the purpose of gaining
16 access to, and performing inspection service for, the construction of PROJECT as set forth herein.

17 10. [THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK]

18 11. [THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK]

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

25
26 13. Furnish DISTRICT and CITY, at the time of providing written notice to
27 DISTRICT and CITY of the start of construction as set forth in Section I.8., a construction
28 schedule which shall show the order and dates in which DEVELOPER or DEVELOPER'S

1 contractor proposes to carry out the various parts of work, including estimated start and
2 completion dates. As construction of PROJECT progresses, DEVELOPER shall update said
3 construction schedule as requested by DISTRICT and/or CITY.

4 14. Furnish DISTRICT and CITY with final mylar PROJECT plans and assign
5 their ownership to DISTRICT prior to the start of PROJECT construction.

6 15. Not permit any change to or modification of DISTRICT and CITY approved
7 IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and
8 CITY.

9 16. Comply with all Cal/OSHA safety regulations including, but not limited to,
10 regulations concerning confined space and maintain a safe working environment for
11 DEVELOPER, CITY and DISTRICT employees on the site.

12 17. Furnish DISTRICT and CITY, at the time of providing written notice to
13 DISTRICT of the start of construction as set forth in Section I.8., with a confined space entry
14 procedure specific to PROJECT. The procedure shall comply with requirements contained in
15 California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section
16 5157, Permit Required Confined Space and District Confined Space Procedures, SOM-18. The
17 procedure shall be reviewed and approved by DISTRICT and CITY prior to the issuance of a
18 Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT'S and
19 CITY'S approval.

20 18. DEVELOPER shall not commence operations until DISTRICT and CITY
21 have been furnished with original certificate(s) of insurance and original certified copies of
22 endorsements and if requested, certified original policies of insurance including all endorsements
23 and any and all other attachments as required in this section.

1 Without limiting or diminishing DEVELOPER'S obligation to indemnify or
2 hold DISTRICT or CITY harmless, DEVELOPER shall procure and maintain or cause to be
3 maintained, at its sole cost and expense, the following insurance coverages 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 subrogation
13 in favor of DISTRICT, CITY, and the County of Riverside
14 ("COUNTY"), and, if applicable, to provide a Borrowed
15 Servant/Alternate Employer Endorsement.
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17 B. Commercial General Liability:

18 Commercial General Liability insurance coverage, including but not
19 limited to, premises liability, unmodified contractual liability, products
20 and completed operations liability, personal and advertising injury, and
21 cross liability coverage, covering claims which may arise from or out
22 of DEVELOPER'S performance of its obligations hereunder.
23 Additionally, Commercial General Liability insurance no less broad
24 than ISO form CG 00 01. Policy shall name DISTRICT, CITY, and
25 COUNTY, and their agencies, districts, special districts, and
26 departments, their respective directors, officers, Board of Supervisors,
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1 employees, elected or appointed officials, agents or representatives as
2 additional insureds. Policy's limit of liability shall not be less than
3 \$5,000,000 per occurrence combined single limit. If such insurance
4 contains a general aggregate limit, it shall apply separately to this
5 Agreement or be no less than two (2) times the occurrence limit.
6 DISTRICT, CITY and COUNTY must be an additional insured for
7 liability arising out of ongoing and completed operations by or on
8 behalf of DEVELOPER. DISTRICT, CITY and COUNTY shall
9 continue to be an additional insured for completed operations for two
10 years after completion of the work. If DEVELOPER maintains higher
11 limits than the specified minimum limits, DISTRICT, CITY and
12 COUNTY requires and shall be entitled to coverage for the higher
13 limits maintained by DEVELOPER.
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16 C. Vehicle Liability:

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

3 D. Professional Liability:

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

- 23 i. Any insurance carrier providing insurance coverage hereunder
24 shall be admitted to the State of California and have an A.M.
25 BEST rating of not less than an A: VIII (A: 8) unless such
26 requirements are waived, in writing, by the County Risk
27 Manager and CITY. If the County Risk Manager and CITY
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waive a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

ii. DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager and CITY, before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT or CITY, and at the election of CITY or the County Risk Manager, 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 CITY and 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 CITY or 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

1 covenant of the insurance carrier(s) that a minimum of sixty
2 (60) days written notice shall be given to CITY and DISTRICT
3 prior to any material modification, cancellation, expiration or
4 reduction in coverage of such insurance. If DEVELOPER
5 insurance carrier(s) policies does not meet the minimum notice
6 requirement found herein, DEVELOPER shall cause
7 DEVELOPER'S insurance carrier(s) to furnish a 60 day Notice
8 of Cancellation Endorsement. In the event of a material
9 modification, cancellation, expiration or reduction in coverage,
10 this Agreement shall terminate forthwith, unless DISTRICT
11 and CITY receive, prior to such effective date, another properly
12 executed original certificate of insurance and original copies of
13 endorsements or certified original policies, including all
14 endorsements and attachments thereto, evidencing coverages
15 set forth herein and the insurance required herein is in full force
16 and effect. An individual authorized by the insurance carrier to
17 do so on its behalf shall sign the original endorsements for each
18 policy and the certificate of insurance.
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- 22 iv. It is understood and agreed by the parties hereto that
23 DEVELOPER'S insurance shall be construed as primary
24 insurance, and CITY and DISTRICT'S insurance and/or
25 deductibles and/or self-insured retentions or self-insured
26 programs shall not be construed as contributory.
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v. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT and CITY reserve the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in CITY'S or the County Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

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 CITY and DISTRICT.

viii. DEVELOPER agrees to notify CITY and 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 CITY or DISTRICT, at their sole discretion, to provide written notice to DEVELOPER that neither

1 DISTRICT or CITY are able to perform their obligations hereunder, nor to accept responsibility
2 for ownership, operation and maintenance of PROJECT due, either in whole or in part, to said
3 breach of this Agreement.

4
5 19. Construct or cause to be constructed, PROJECT at DEVELOPER'S sole cost
6 and expense, in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

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

- 13 21. [THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK]
- 14 22. [THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK]
- 15 23. [THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK]

16 24. Accept ownership and sole responsibility for the operation and maintenance
17 of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation
18 and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts ownership and
19 responsibility for the operation and maintenance of APPURTENANCES. Further, it is mutually
20 understood by the parties hereto that prior to DISTRICT acceptance of ownership and
21 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, and
22 PROJECT and shall be in a satisfactorily maintained condition as solely determined by
23 DISTRICT. If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT
24 DRAINAGE FACILITIES are not in an acceptable condition, corrections shall be made at sole
25 expense of DEVELOPER.
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- 27 25. [THIS SECTION HAS BEEN INTENTIONALLY LEFT BLANK]
- 28

1 5. Inspect DISTRICT DRAINAGE FACILITIES' construction.

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

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

11 8. Accept ownership and sole responsibility for the operation and maintenance
12 of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT inspection of DISTRICT
13 DRAINAGE FACILITIES in accordance with Section I.21.; (ii) DISTRICT acceptance of
14 PROJECT construction as being complete; (iii) DISTRICT receipt of stamped and signed "record
15 drawings" of PROJECT plans, as set forth in Section I.27.; (iv) recordation of all conveyance
16 documents described in Section I.22.; (v) CITY acceptance of all necessary street rights of way
17 as deemed necessary by DISTRICT and CITY for the operation and maintenance of DISTRICT
18 DRAINAGE FACILITIES and APPURTENANCES; (vi) CITY acceptance of
19 APPURTENANCES for ownership, operation, and maintenance; and (vii) DISTRICT'S sole
20 determination that DISTRICT DRAINAGE FACILITIES are in a satisfactory condition.

21 9. Provide CITY with a reproducible duplicate copy of the "record drawings"
22 of PROJECT plans upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as
23 being complete.

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1 weed abatement associated therewith. Notwithstanding the above, DISTRICT shall be
2 responsible for any damage caused to CITY'S property, associated with DISTRICT DRAINAGE
3 FACILITIES that is caused by DISTRICT'S ownership and/or operation of DISTRICT
4 DRAINAGE FACILITIES.

5
6 8. Accept ownership and sole responsibility for the operation and maintenance
7 of APPURTENANCES, upon DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES
8 for ownership and responsibility for operation and maintenance. Prior to accepting ownership of
9 the APPURTENANCES, PROJECT shall be in a satisfactorily maintained condition as solely
10 determined by CITY. If, subsequent to the inspection and, in the sole discretion of CITY, the
11 APPURTENANCES are not in an acceptable condition, corrections shall be made at sole expense
12 of DEVELOPER.

13
14 9. Upon DISTRICT and CITY acceptance of PROJECT construction as being
15 complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers
16 located within CITY rights of way which must be performed at such time(s) that the finished
17 grade along and above the underground portions of DISTRICT DRAINAGE FACILITIES are
18 improved, repaired, replaced or changed. It being further understood and agreed that any such
19 adjustments shall be performed at no cost to DISTRICT.

20
21 SECTION IV

22 It is further mutually agreed:

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

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

5 3. DEVELOPER shall complete construction of PROJECT within twelve (12)
6 consecutive months after execution of this Agreement and within one hundred twenty (120)
7 consecutive calendar days after commencing work on PROJECT. It is expressly understood that
8 since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within
9 the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and
10 require DEVELOPER'S surety to pay to CITY the penal sum of any and all bonds. In which case,
11 CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

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

20 5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within
21 twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in Section I.8.;
22 however, DISTRICT'S construction inspection staff is limited and, therefore, the issuance of a
23 Notice to Proceed is subject to staff availability.
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1 In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed,
2 DEVELOPER may elect to furnish an independent qualified construction inspector at
3 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation
4 of the individual's credentials and experience to DISTRICT for review and, if appropriate,
5 approval. DISTRICT shall review the individual's qualifications and experience, and upon
6 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized
7 to act on DISTRICT'S behalf on all PROJECT construction and quality control matters. If
8 DEVELOPER'S initial construction inspection deposit furnished pursuant to Section I.3. exceeds
9 ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent
10 (80%) of DEVELOPER'S initial inspection deposit within forty-five (45) days of DISTRICT'S
11 approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars
12 (\$10,000) shall be retained on account.
13

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

13
14 DEVELOPER shall defend, at its sole expense, including all costs and fees
15 (including but not limited to attorney fees, cost of investigation, defense and settlements or
16 awards), DISTRICT and CITY (including their governing bodies, respective directors, officers
17 elected and appointed officials, employees, agents and representatives) with legal counsel
18 reasonably satisfactory to the CITY and DISTRICT in any claim proceeding or action for which
19 indemnification is required. If DEVELOPER fails to meet its indemnification obligation, the
20 CITY and DISTRICT shall have the right but not the obligation to do so with counsel of their
21 own choosing, with no right of approval by DEVELOPER and, if they do, DEVELOPER shall
22 promptly pay the CITY and DISTRICT'S full cost thereof, with payments made at least on a
23 monthly basis.

24 DEVELOPER'S indemnification obligations shall be satisfied when
25
26 DEVELOPER has provided to DISTRICT and CITY the appropriate form of dismissal (or similar
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1 document) relieving DISTRICT and CITY from any liability for the claim, proceeding or action
2 involved, and DISTRICT and CITY determine that the form of dismissal is adequate in their sole
3 and absolute discretion. Notwithstanding the foregoing, DEVELOPER shall enter into no
4 settlement agreement or final resolution of any pending claim covered under this section, without
5 the CITY'S and DISTRICT'S prior written approval.

6 Should DISTRICT and CITY fail to agree with the implementation of this section,
7 or if a pending claim pertains to only one of the two parties, DEVELOPER shall be required to
8 comply with this section as to DISTRICT and CITY individually.

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

12 In the event there is conflict between this section and California Civil Code Section
13 2782, this section shall be interpreted to comply with California Civil Code Section 2782. Such
14 interpretation shall not relieve DEVELOPER from indemnifying DISTRICT or CITY to the
15 fullest extent allowed by law.

16 8. Any waiver by DISTRICT or by CITY of any breach of any one or more of
17 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
18 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to
19 require exact, full and complete compliance with any terms of this Agreement shall not be
20 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from
21 enforcement hereof.

22 9. This Agreement is to be construed in accordance with the laws of the State
23 of California. If any provision in this Agreement is held by a court of competent jurisdiction to
24

1 be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect
2 without being impaired or invalidated in any way.

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

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

CITY OF MENIFEE
29714 Haun Road
Menifee, CA 92586
Attn: Public Works Manager

8 PARDEE HOMES
9 1250 Corona Pointe Court, Suite 600
10 Corona, CA 92879
11 Attn: Nick Lasher

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

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

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

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

3 15. The individual(s) executing this Agreement on behalf of DEVELOPER
4 certify that they have the authority within their respective company(ies) to enter into and execute
5 this Agreement, and have been authorized to do so by all boards of directors, legal counsel, and/or
6 any other board, committee or other entity within their respective company(ies) which have the
7 authority to authorize or deny entering into this Agreement.
8

9 16. This Agreement is intended by the parties hereto as a final expression of their
10 understanding with respect to the subject matter hereof and as a complete and exclusive statement
11 of the terms and conditions thereof and supersedes any and all prior and contemporaneous
12 agreements and understandings, oral or written, in connection therewith. This Agreement may be
13 changed or modified only upon the written consent of the parties hereto.
14

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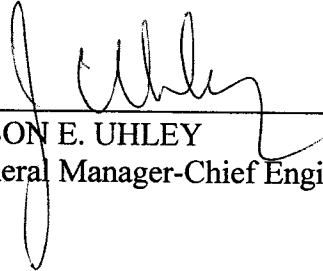
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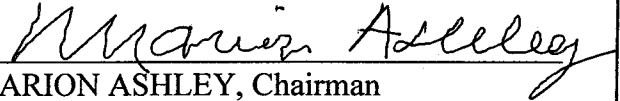
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
APR 11 2017

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By 
JASON E. UHLEY
General Manager-Chief Engineer


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

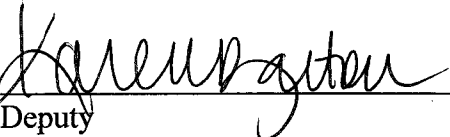
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
LEILA MOSHREF-DANESH
Deputy County Counsel

By 
Deputy

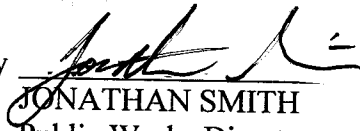
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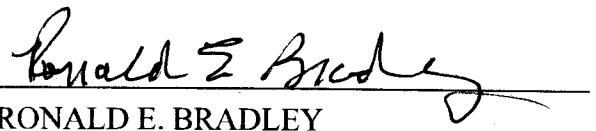
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Menifee Valley - Southshore Drive Storm Drain, Stage 1
Menifee Valley - Shire Horse Way Storm Drain, Stage 1
Project Nos. 4-0-00383 and 4-0-00384
Tract No. 32277
CSS:blm
02/27/17

1 RECOMMENDED FOR APPROVAL:

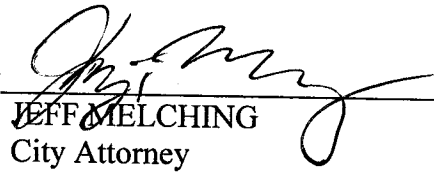
CITY OF MENIFEE

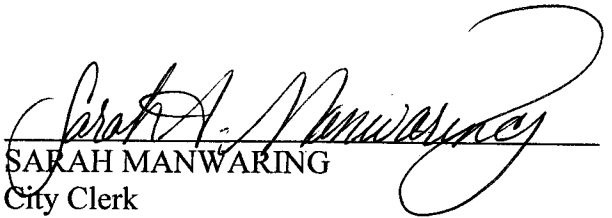
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3 By 
4 JONATHAN SMITH
Public Works Director

By 
RONALD E. BRADLEY
Interim City Manager

6 APPROVED AS TO FORM:

ATTEST:

8
9 By 
10 JEFF MELCHING
11 City Attorney

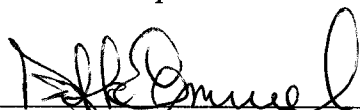
By 
SARAH MANWARING
City Clerk

13 (SEAL)

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25 Menifee Valley - Southshore Drive Storm Drain, Stage 1
26 Menifee Valley - Shire Horse Way Storm Drain, Stage 1
27 Project Nos. 4-0-00383 and 4-0-00384
28 Tract No. 32277
CSS:blm
02/27/17

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PARDEE HOMES
a California corporation

By 
PATRICK EMANUEL
Vice President, Construction Operations

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Menifee Valley - Southshore Drive Storm Drain, Stage 1
Menifee Valley - Shire Horse Way Storm Drain, Stage 1
Project Nos. 4-0-00383 and 4-0-00384
Tract No. 32277
CSS:blm
02/27/17

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

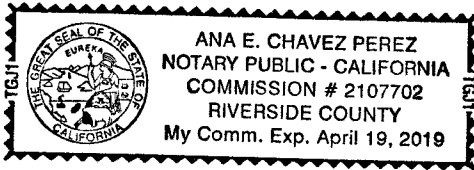
State of California)
County of Riverside)

On March 23, 2017 before me, Ana E. Chavez Perez, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Patrick Emanuel
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

Exhibit A

PARCEL A:

THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF;

EXCEPT THAT PORTION GRANTED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED FEBRUARY 25, 1976 AS INSTRUMENT NO. 24456 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR THE INSTALLATION, REPAIR, MAINTENANCE, REPLACEMENT AND RIGHTS INCIDENTAL THERETO OF IRRIGATION AND DOMESTIC WATER PIPELINES, BEING FIVE (5) FEET WIDE IN THE WEST HALF OF SECTION 6 AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, THE WESTERLY LINE OF SAID FIVE (5) FOOT EASEMENT BEING THIRTY (30) FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF SECTION 6 AND SECTION 7, SAID LINE BEING THE EASTERLY RIGHT OF WAY OF BRIGGS ROAD BEING SIXTY (60) FEET IN WIDTH, SAID WESTERLY LINE OF FIVE (5) FOOT EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT TEN (10) FEET NORTHERLY OF THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 6 AND THE EASTERLY RIGHT OF WAY OF BRIGGS ROAD;

THENCE SOUTHERLY ALONG THE EASTERLY RIGHT OF WAY OF BRIGGS ROAD TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 6;

THENCE SOUTHERLY ALONG THE EASTERLY RIGHT OF WAY OF BRIGGS ROAD TO THE SOUTH LINE OF SECTION 6;

THENCE SOUTHERLY ALONG THE EASTERLY RIGHT OF WAY OF BRIGGS ROAD FORTY (40) FEET TO A POINT.

APN: 372-080-031-4

COOPERATIVE AGREEMENT

Menifee Valley -- Southshore Drive Storm Drain, Stage 1

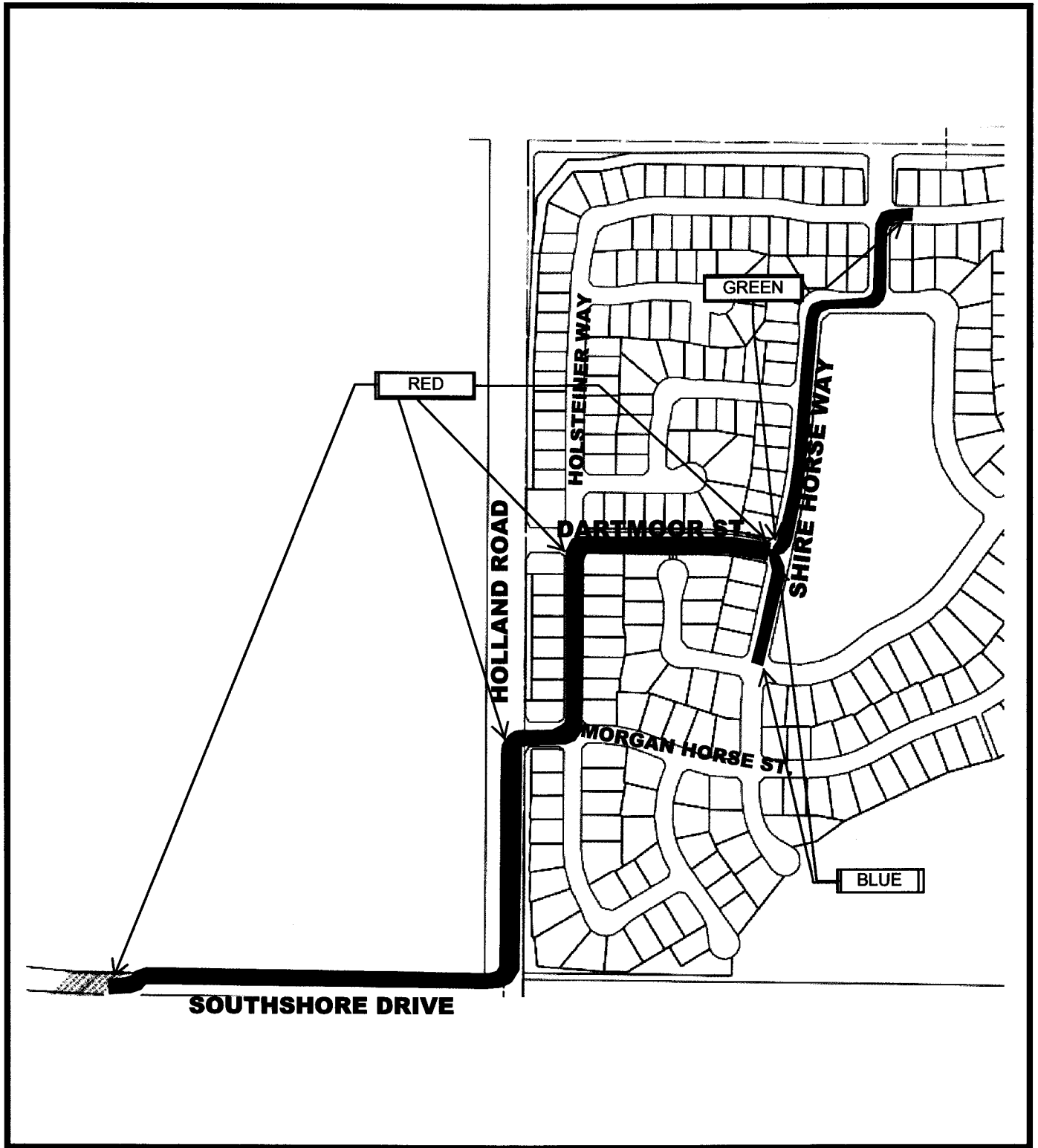
Menifee Valley -- Shire Horse Way Storm Drain, Stage 1

TR 32277

Project Nos. 4-0-00387, 4-0-00388

Page 1 of 1

Exhibit B



COOPERATIVE AGREEMENT

Menifee Valley -- Southshore Drive Storm Drain, Stage 1

Menifee Valley -- Shire Horse Way Storm Drain, Stage 1

TR 32277

Project Nos. 4-0-00387, 4-0-00388

Page 1 of 1