

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



ITEM
11.3
(ID # 4405)

MEETING DATE:

Tuesday, June 6, 2017

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement for Eastvale
MDP Line F-3, Stage 1 (Parcel Map No. 35865), Project No. 2-0-00356, 2nd
District [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:


1. Approve the Cooperative Agreement between the District, the City of Eastvale (City) and Campus Eastvale Property Owner, LLC (Developer); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

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, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: June 6, 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 Parcel Map No. 35865, 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 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. The City will assume ownership and responsibility for the operation and maintenance of the project's associated catch basins, inlets, connector pipes, and lateral that is 36 inches or less in diameter 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 Parcel Map No. 35865. 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

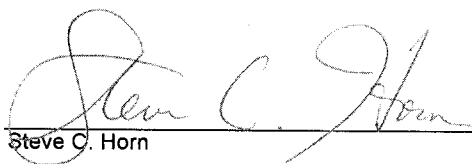
The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the District maintained storm drain facilities will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement

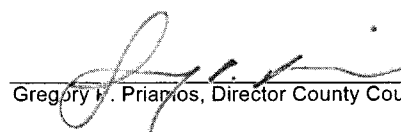
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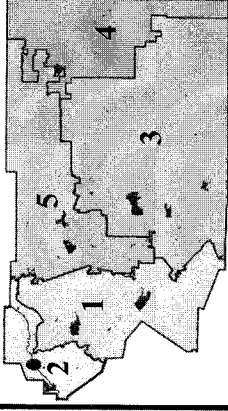
Steve C. Horn

5/30/2017



Gregory H. Priamos, Director County Counsel

5/23/2017



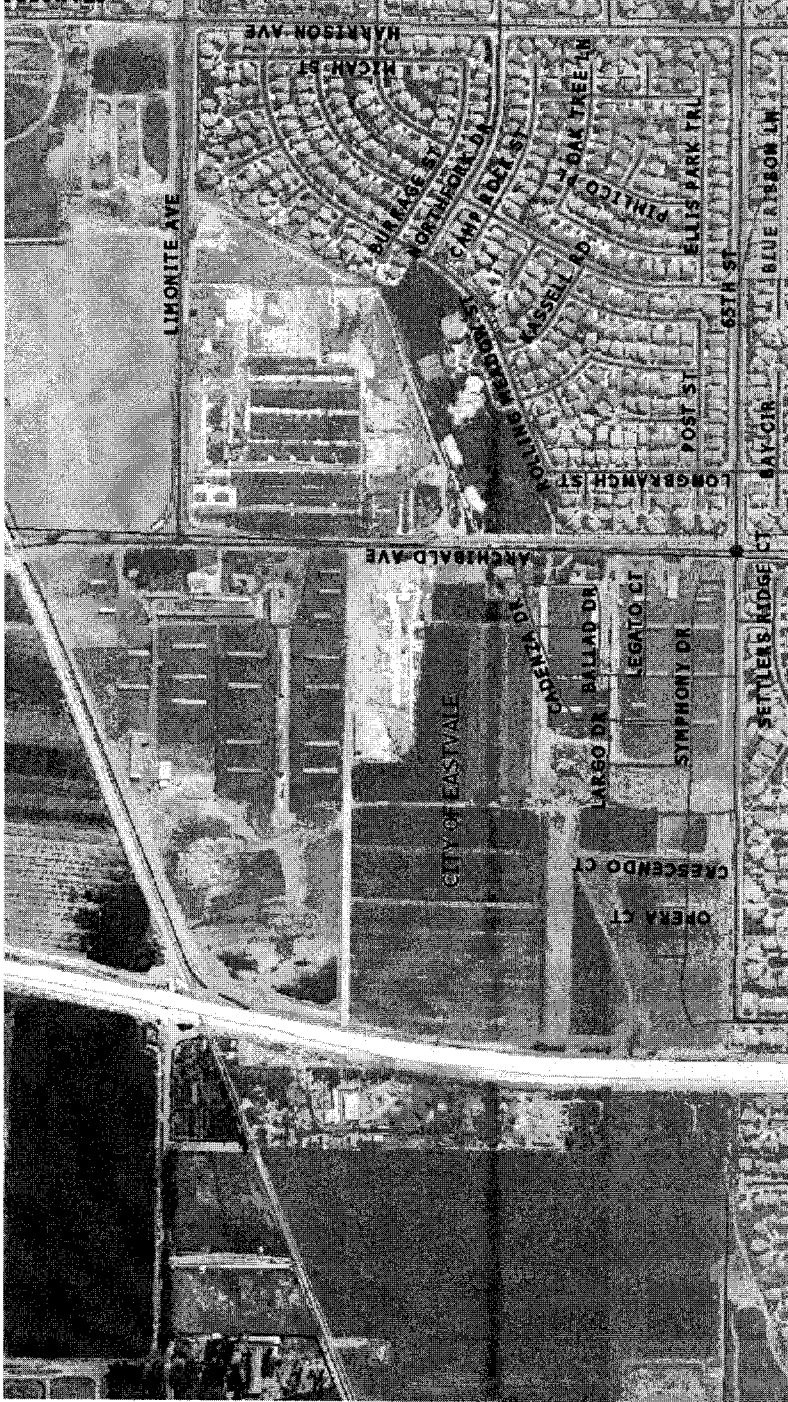
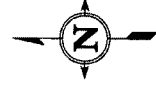
Supervisor Districts

LEGEND:

- Project Vicinity
- Supervisory District

DESCRIPTION:

Eastvale MDP Line F-3, Stage 1
(PM35865)



COOPERATIVE AGREEMENT

Eastvale MDP Line F-3, Stage 1

Project No. 2-0-00356

Parcel Map No. 35865

The Riverside County Flood Control and Water Conservation District ("DISTRICT"), the City of Eastvale ("CITY"), and Campus Eastvale Property Owner, LLC a Delaware limited liability company ("DEVELOPER"), hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property, including Parcel Map No. 35865, located within the County of Riverside. DEVELOPER has submitted for approval Parcel Map No. 35865 located in the City of Eastvale. As a condition of approval for Parcel Map No. 35865, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER'S planned development; and

B. The legal description of Parcel Map No. 35865 is provided on Exhibit "A" attached hereto and made a part hereof; and

C. The required flood control facilities, as shown on District Drawing No. 2-0475, include construction of approximately 650 lineal feet of underground storm drain system ("DISTRICT DRAINAGE FACILITY") as shown in concept in red on Exhibit "B" attached hereto and made a part hereof. At its upstream terminus, DISTRICT DRAINAGE FACILITY terminates with a concrete bulkhead for future extension. At its downstream terminus, DISTRICT DRAINAGE FACILITY will outlet to the Cucamonga Creek Channel, which is operated and maintained by San Bernardino County Flood Control District as part of a levee system administered by the Army Corps of Engineers; and

D. Associated with the construction of DISTRICT DRAINAGE FACILITY is the construction of certain inlets, catch basins, connector pipes, and a lateral storm drain that is thirty-six inches (36") or less in diameter, that are located within CITY held easements or rights

1 of way ("APPURTENANCES"). Together, DISTRICT DRAINAGE FACILITY and
2 APPURTENANCES are hereinafter called "PROJECT"; and

3 E. DISTRICT DRAINAGE FACILITY includes a segment of DISTRICT'S
4 Eastvale MDP Line F-3 ("ADP FACILITY"), which is an identified segment of CITY'S Eastvale
5 Area Drainage Plan (ADP); and
6

7 F. The ADP Fee obligation for Parcel Map No. 35865 ("OBLIGATION") is
8 calculated based on the current fee at the time of issuance of building permits; and

9 G. If DISTRICT estimates that upon constructing DISTRICT DRAINAGE
10 FACILITY, DEVELOPER would earn ADP Fee credit ("CREDIT"). The estimated difference
11 between OBLIGATION and CREDIT will result in an excess ADP Fee credit ("EXCESS
12 CREDIT"); and
13

14 H. Pursuant to Section IV.b.1 of the "Rules and Regulations for Administration
15 of Area Drainage Plans", dated June 10, 1980, as amended, hereinafter called "RULES", and the
16 provisions of this Agreement, CREDIT earned by DEVELOPER for the construction of ADP
17 FACILITY may be used to satisfy OBLIGATION; and

18 I. Pursuant to RULES and this Agreement, EXCESS CREDIT may be used to
19 satisfy the requirement to pay ADP Fees for certain properties located within the boundaries of
20 the Eastvale ADP, hereinafter called "ELIGIBLE PROPERTIES"; and
21

22 J. DEVELOPER and the owner(s) of other ELIGIBLE PROPERTIES may
23 desire to transfer some or all of DEVELOPER'S EXCESS CREDIT to ELIGIBLE
24 PROPERTIES. In such event, DEVELOPER and owner(s) will enter into (a) separate
25 agreement(s) concerning the transfer of DEVELOPER'S EXCESS CREDIT from DEVELOPER
26 to said owner(s) as set forth herein; and
27
28

1 K. DEVELOPER and CITY desire DISTRICT to accept ownership and
2 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITY.
3 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications for
4 PROJECT and subsequently inspect the construction of DISTRICT DRAINAGE FACILITY;
5 and
6

7 L. DEVELOPER and DISTRICT desire CITY to accept ownership and
8 responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY must
9 review and approve DEVELOPER'S plans and specifications for PROJECT and subsequently
10 inspect the construction of APPURTENANCES; and
11

12 M. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and
13 specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE
14 FACILITY, and (iii) accept ownership and responsibility for the operation and maintenance of
15 DISTRICT DRAINAGE FACILITY, provided DEVELOPER (a) complies with this Agreement,
16 (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans and
17 specifications, and (c) obtains and conveys to DISTRICT the necessary rights of way for the
18 inspection, operation and maintenance of DISTRICT DRAINAGE FACILITY as set forth
19 herein, and (d) accepts ownership and responsibility for the operation and maintenance of
20 PROJECT following completion of PROJECT construction until such time as DISTRICT accepts
21 ownership and responsibility for the operation and maintenance of DISTRICT DRAINAGE
22 FACILITY; and
23

24 N. CITY is willing to (i) review and approve DEVELOPER'S plans and
25 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold
26 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT
27 DRAINAGE FACILITY, (iv) grant DISTRICT the right to inspect, operate and maintain
28

1 DISTRICT DRAINAGE FACILITY within CITY rights of way, and (v) accept ownership and
2 responsibility for the operation and maintenance of APPURTENANCES, provided PROJECT is
3 constructed in accordance with plans and specifications approved by DISTRICT and CITY; and
4

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

6 SECTION I

7 DEVELOPER shall:

8 1. Prepare PROJECT plans and specifications, hereinafter called
9 "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and
10 submit to DISTRICT and CITY for their respective review and approval.
11

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

17 3. Deposit with DISTRICT (Attention: Business Office – Accounts
18 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
19 construction as set forth in Section I.8., the estimated cost of providing construction inspection
20 for DISTRICT DRAINAGE FACILITY, in an amount as determined and approved by
21 DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including
22 any amendments thereto, based upon the bonded value of DISTRICT DRAINAGE FACILITY.
23 If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit
24 with DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably
25 necessary by DISTRICT to complete inspection of PROJECT, within thirty (30) days after
26 receipt of billing from DISTRICT.
27
28

1 4. Secure, at its sole cost and expense, all necessary licenses, agreements,
2 permits and rights of entry as may be needed for the construction, inspection, operation and
3 maintenance of PROJECT. DEVELOPER shall furnish DISTRICT, at the time of providing
4 written notice to DISTRICT of the start of construction as set forth in Section I.8., with sufficient
5 evidence of DEVELOPER having secured such necessary licenses, agreements, permits and
6 rights of entry, as determined and approved by DISTRICT.
7

8 5. Prior to commencing construction, furnish DISTRICT with copies of all
9 permits, approvals or agreements required by any federal, state or local resource and/or
10 regulatory agency for the construction, operation and maintenance of DISTRICT DRAINAGE
11 FACILITY. Such documents include but are not limited to those issued by the U.S. Army Corps
12 of Engineers, California Regional Water Quality Control Board, California State Department of
13 Fish and Wildlife, State Water Resources Control Board, and Western Riverside County
14 Regional Conservation Authority.
15

16 6. Provide CITY, prior to providing written notice to DISTRICT of the start of
17 construction as set forth in Section I.8. or not less than twenty (20) days prior to recordation of
18 the final map for Parcel Map No. 35865 or any phase thereof, whichever occurs first, with faithful
19 performance and payment bonds, each in the amount of one hundred percent (100%) of the
20 estimated cost for construction of DISTRICT DRAINAGE FACILITY as determined by
21 DISTRICT. The surety, amount and form of the bonds, shall be subject to approval of DISTRICT
22 and CITY. The bonds shall remain in full force and effect until DISTRICT DRAINAGE
23 FACILITY are accepted by DISTRICT as complete, at which time the bond amount may be
24 reduced to five percent (5%) for a period of one year to guarantee against any defective work,
25 labor or materials.
26
27

28 7. [THIS SECTION INTENTIONALLY LEFT BLANK]

1 8. Notify DISTRICT in writing (Attention: Administrative Services Section),
2 at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not
3 begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to
4 DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction
5 of PROJECT.
6

7 9. Grant DISTRICT and CITY, by execution of this Agreement, the right to
8 enter upon DEVELOPER'S property where necessary and convenient for the purpose of gaining
9 access to, and performing inspection service for, the construction of PROJECT as set forth herein.
10

11 10. Obtain and provide DISTRICT, at the time of providing written notice to
12 DISTRICT of the start of construction of PROJECT as set forth in Section I.8., with duly
13 executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage
14 purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT
15 for the construction, inspection, operation and maintenance of DISTRICT DRAINAGE
16 FACILITY as shown in concept in blue on Exhibit "C" attached hereto and made a part hereof.
17 The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be
18 executed by all legal and equitable owners of the property described in the offer(s).
19

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

24 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
25 the start of construction as set forth in Section I.8., with a complete list of all contractors and
26 subcontractors to be performing work on PROJECT, including the corresponding license number
27
28

1 and license classification of each. At such time, DEVELOPER shall further identify in writing
2 its designated superintendent for PROJECT construction.

3 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
4 the start of construction as set forth in Section I.8., a construction schedule which shall show the
5 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out the
6 various parts of work, including estimated start and completion dates. As construction of
7 PROJECT progresses, DEVELOPER shall update said construction schedule as requested by
8 DISTRICT.
9

10 14. Furnish DISTRICT with final mylar PROJECT plans and assign their
11 ownership to DISTRICT prior to the start of PROJECT construction.
12

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

16 16. Comply with all Cal/OSHA safety regulations including regulations
17 concerning confined space and maintain a safe working environment for DEVELOPER, CITY
18 and DISTRICT employees on the site.
19

20 17. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
21 the start of construction as set forth in Section I.8., with a confined space entry procedure specific
22 to PROJECT. The procedure shall comply with requirements contained in California Code of
23 Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit
24 Required Confined Space and District Confined Space Procedures, SOM-18. The procedure
25 shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.
26

27 18. For the purposes of this Paragraph 18, DEVELOPER shall be deemed to
28 include DEVELOPER or any of DEVELOPER'S contractors, subcontractors or consultants.

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

5
6 Without limiting or diminishing DEVELOPER'S obligation to indemnify or
7 hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained,
8 at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

9 A. Workers' Compensation:

10 If DEVELOPER has employees as defined by the State of California,
11 DEVELOPER shall maintain statutory Workers' Compensation
12 Insurance (Coverage A) as prescribed by the laws of the State of
13 California. Policy shall include Employers' Liability (Coverage B)
14 including Occupational Disease with limits not less than \$1,000,000
15 per person per accident. Policy shall be endorsed to waive subrogation
16 in favor of DISTRICT, County of Riverside and CITY.

17
18 B. Commercial General Liability:

19 Commercial General Liability insurance coverage, including but not
20 limited to, premises liability, unmodified contractual liability,
21 products and completed operations liability, personal and advertising
22 injury, and cross liability coverage, covering claims which may arise
23 from or out of DEVELOPER'S performance of its obligations
24 hereunder. Policy shall name DISTRICT, County of Riverside and
25 CITY, its agencies, districts, special districts, and departments, their
26 respective directors, officers, Board of Supervisors, employees,
27
28

1 elected or appointed officials, agents or representatives as additional
2 insureds. Policy's limit of liability shall not be less than \$2,000,000
3 per occurrence combined single limit. If such insurance contains a
4 general aggregate limit, it shall apply separately to this Agreement or
5 be no less than two (2) times the occurrence limit.
6

7 C. Vehicle Liability:

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

21 D. Professional Liability:

22 DEVELOPER shall maintain Professional Liability Insurance
23 providing coverage for DEVELOPER'S performance of work
24 included within this Agreement, with a limit of liability of not less than
25 \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If
26 DEVELOPER'S Professional Liability Insurance is written on a claims
27 made basis rather than an occurrence basis, such insurance shall
28

1 continue through the term of this Agreement and DEVELOPER shall
2 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
27 unacceptable to DISTRICT, and at the election of the County
28

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

- 7 iii. DEVELOPER shall cause their insurance carrier(s) or its
8 contractor's insurance carrier(s), to furnish DISTRICT with 1)
9 a properly executed original certificate(s) of insurance and
10 certified original copies of endorsements effecting coverage as
11 required herein; and 2) if requested to do so orally or in writing
12 by the County Risk Manager, provide original certified copies
13 of policies including all endorsements and all attachments
14 thereto, showing such insurance is in full force and effect.
15 Further, said certificate(s) and policies of insurance shall
16 contain the covenant of the insurance carrier(s) that a minimum
17 of sixty (60) days written notice shall be given to DISTRICT
18 prior to any material modification, cancellation, expiration or
19 reduction in coverage of such insurance. If DEVELOPER
20 insurance carrier(s) policies does not meet the minimum notice
21 requirement found herein, DEVELOPER shall cause
22 DEVELOPER'S insurance carrier(s) to furnish a 60 day Notice
23 of Cancellation Endorsement. In the event of a material
24 modification, cancellation, expiration or reduction in coverage,
25 this Agreement shall terminate forthwith, unless DISTRICT
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27
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1 receives, prior to such effective date, another properly executed
2 original certificate of insurance and original copies of
3 endorsements or certified original policies, including all
4 endorsements and attachments thereto, evidencing coverages
5 set forth herein and the insurance required herein is in full force
6 and effect. An individual authorized by the insurance carrier to
7 do so on its behalf shall sign the original endorsements for each
8 policy and the certificate of insurance.
9

10 iv. It is understood and agreed by the parties hereto that
11 DEVELOPER'S insurance shall be construed as primary
12 insurance, and DISTRICT'S insurance and/or deductibles
13 and/or self-insured retentions or self-insured programs shall not
14 be construed as contributory.
15

16 v. If, during the term of this Agreement or any extension thereof,
17 there is a material change in the scope of services or there is a
18 material change in the equipment to be used in the performance
19 of the scope of work which will add additional exposures (such
20 as the use of aircraft, watercraft, cranes, etc.); or the term of this
21 Agreement, including any extensions thereof, exceeds five (5)
22 years, DISTRICT reserves the right to adjust the types of
23 insurance required under this Agreement and the monetary
24 limits of liability for the insurance coverages currently required
25 herein, if, in the County Risk Manager's reasonable judgment,
26
27
28

1 the amount or type of insurance carried by DEVELOPER has
2 become inadequate.

3 vi. DEVELOPER shall pass down the insurance obligations
4 contained herein to all tiers of subcontractors working under
5 this Agreement.
6

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

10 viii. DEVELOPER agrees to notify DISTRICT of any claim by a
11 third party or any incident or event that may give rise to a claim
12 arising from the performance of this Agreement.
13

14 Failure to maintain the insurance required by this paragraph shall be deemed
15 a material breach of this Agreement and shall authorize and constitute authority for DISTRICT,
16 at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to
17 perform its obligations hereunder, nor to accept responsibility for ownership, operation and
18 maintenance of DISTRICT DRAINAGE FACILITY due, either in whole or in part, to said
19 breach of this Agreement.
20

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

23 20. Within two (2) weeks of completing PROJECT construction, provide
24 DISTRICT (Attention: Contract Administration Section) and CITY with written notice that
25 PROJECT construction is substantially complete and requesting that DISTRICT conduct a final
26 inspection of DISTRICT DRAINAGE FACILITY and CITY conduct a final inspection of
27 PROJECT.
28

1 21. Upon completion of PROJECT construction, and upon acceptance by CITY
2 of all street rights of way deemed necessary by DISTRICT and CITY for the operation and
3 maintenance of DISTRICT DRAINAGE FACILITY and APPURTENANCES, but prior to
4 DISTRICT acceptance of DISTRICT DRAINAGE FACILITY for ownership, operation and
5 maintenance, convey, or cause to be conveyed to DISTRICT the flood control easement(s),
6 including ingress and egress, for the rights of way deemed necessary by DISTRICT for the
7 operation and maintenance of DISTRICT DRAINAGE FACILITY, in a form approved by
8 DISTRICT, for the rights of way as shown in concept in blue on Exhibit "C".
9

10 22. At the time of recordation of the conveyance document(s), as set forth in
11 Section I.21., furnish DISTRICT with policies of title insurance, each in the amount of not less
12 than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
13 easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said
14 property as being free and clear of all liens, encumbrances, assessments, easements, taxes and
15 leases (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are
16 deemed acceptable.
17

18 23. [THIS SECTION INTENTIONALLY LEFT BLANK.]
19

20 24. Accept ownership and sole responsibility for the operation and maintenance
21 of PROJECT until such time as DISTRICT accepts ownership and responsibility for the
22 operation and maintenance of DISTRICT DRAINAGE FACILITY and CITY accepts ownership
23 and responsibility for the operation and maintenance of APPURTENANCES. Further, it is
24 mutually understood by the parties hereto that prior to DISTRICT acceptance of ownership and
25 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITY,
26 PROJECT and shall be in a satisfactorily maintained condition as solely determined by
27 DISTRICT. If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT
28

DRAINAGE FACILITY are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

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

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

SECTION II

DISTRICT shall:

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

2. Provide CITY with an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT'S final approval.

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

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

3 5. Inspect DISTRICT DRAINAGE FACILITY'S construction.

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

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

13 8. Accept ownership and sole responsibility for the operation and maintenance
14 of DISTRICT DRAINAGE FACILITY upon (i) DISTRICT inspection of DISTRICT
15 DRAINAGE FACILITY in accordance with Section I.20., (ii) DISTRICT acceptance of
16 PROJECT construction as being complete, (iii) DISTRICT receipt of stamped and signed "record
17 drawings" of PROJECT plans, as set forth in Section I.25., (iv) recordation of all conveyance
18 documents described in Section I.21., (v) CITY acceptance of all necessary street rights of way
19 as deemed necessary by DISTRICT and CITY for the operation and maintenance of DISTRICT
20 DRAINAGE FACILITY and APPURTENANCES, (vi) CITY acceptance of
21 APPURTENANCES for ownership, operation, and maintenance, and (vii) DISTRICT'S sole
22 determination that DISTRICT DRAINAGE FACILITY are in a satisfactory condition.

SECTION III

SECTION IV

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

3. DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after execution of this Agreement and within three hundred sixty (360) consecutive calendar days after commencing work on PROJECT. It is expressly understood that, since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPER'S surety to pay to CITY the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

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

9
10 5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed
11 within twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in
12 Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the
13 issuance of a Notice to Proceed is subject to staff availability.

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

1 6. PROJECT construction work shall be on a five (5) day, forty (40) hour
2 work week with no work on Saturdays, Sundays or DISTRICT designated legal holidays, unless
3 otherwise approved in writing by DISTRICT. If DEVELOPER feels it is necessary to work more
4 than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written
5 request for permission from DISTRICT to work the additional hours. The request shall be
6 submitted to DISTRICT at least seventy-two (72) hours prior to the requested additional work
7 hours and state the reasons for the overtime and the specific time frames required. The decision
8 of granting permission for overtime work shall be made by DISTRICT at its sole discretion and
9 shall be final. If permission is granted by DISTRICT, DEVELOPER will be charged the cost
10 incurred at the overtime rates for additional inspection time required in connection with the
11 overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments
12 thereto, of the County of Riverside.
13
14

15 7. DEVELOPER shall indemnify and hold harmless DISTRICT, County of
16 Riverside and CITY (including their agencies, districts, special districts and departments, their
17 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
18 agents and representatives) from any liability, claim, damage, proceeding or action, present or
19 future, based upon, arising out of or, in any way, relating to DEVELOPER'S (including its
20 officers, employees, subcontractors and agents) actual or alleged acts or omissions related to this
21 Agreement, performance under this Agreement, or failure to comply with the requirements of
22 this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
23 liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth
24 Amendment of the United States Constitution or any other law, ordinance or regulation caused
25 by the diversion of waters from the natural drainage patterns or the discharge of drainage within
26 or from PROJECT; or (d) any other element of any kind or nature whatsoever.
27
28

1 DEVELOPER shall defend, at its sole expense, including all costs and fees
2 (including but not limited to attorney fees, cost of investigation, defense and settlements or
3 awards), DISTRICT, County of Riverside and CITY (including their respective agencies,
4 districts, special districts and departments, their respective directors, officers, Board of
5 Supervisors, elected and appointed officials, employees, agents and representatives) in any claim,
6 proceeding or action for which indemnification is required.
7

8 With respect to any of DEVELOPER'S indemnification requirements,
9 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall
10 have the right to adjust, settle, or compromise any such claim, proceeding or action without the
11 prior consent of DISTRICT, County of Riverside and CITY; provided, however, that any such
12 adjustment, settlement or compromise in no manner, whatsoever, limits or circumscribes
13 DEVELOPER'S indemnification obligations to DISTRICT and CITY.
14

15 DEVELOPER'S indemnification obligations shall be satisfied when
16 DEVELOPER has provided to DISTRICT, County of Riverside and CITY the appropriate form
17 of dismissal (or similar document) relieving DISTRICT and CITY from any liability for the
18 claim, proceeding or action involved.
19

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

23 In the event there is conflict between this section and California Civil Code
24 Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782.
25 Such interpretation shall not relieve DEVELOPER from indemnifying DISTRICT or CITY to
26 the fullest extent allowed by law.
27
28

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

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

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

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

CITY OF EASTVALE
12363 Limonite Avenue Suite 910
Eastvale, CA 91752
Attn: Joe Indrawan

CAMPUS EASTVALE PROPERTY OWNER, LLC
800 West Sixth Street, Suite 800
Los Angeles, CA 90017
Attn: David A. Parker

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

12. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared

1 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty
2 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
3 prepared this Agreement in its final form.

4
5 13. The rights and obligations of DEVELOPER shall inure to and be binding
6 upon all heirs, successors and assignees.

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

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

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

24 //

25 //

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

JUN 06 2017

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

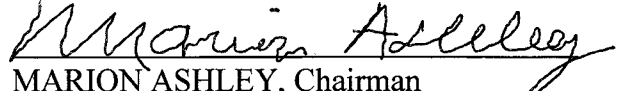
By



JASON E. UHLEY

General Manager-Chief Engineer

By



MARION ASHLEY, Chairman

Riverside County Flood Control and Water
Conservation District Board of Supervisors

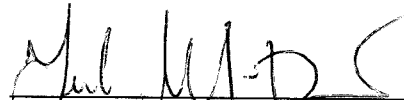
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By



LEILA MOSHREF-DANESH

Deputy County Counsel

By



Deputy

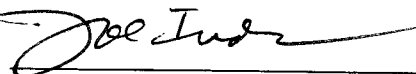
(SEAL)

Cooperative Agreement:
Eastvale MDP Line F-3, Stage 1
Project No. 2-0-00356
Parcel Map No. 35865
AMR:blm
04/06/17

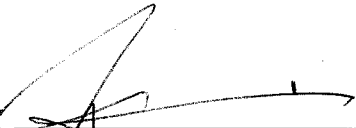
1 RECOMMENDED FOR APPROVAL:

CITY OF EASTVALE

2
3 By


JOE INDRAWAN
City Engineer

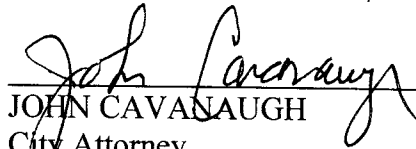
By


JOE TESSARI
Mayor


6
7 APPROVED AS TO FORM:

ATTEST:

8
9 By


JOHN CAVANAUGH
City Attorney

By


MICHELE NISSEN
City Manager

(SEAL)

24
25 Cooperative Agreement:
26 Eastvale MDP Line F-3, Stage 1
27 Project No. 2-0-00356
28 Parcel Map No. 35865
AMR:blm
04/06/17

1 **CAMPUS EASTVALE PROPERTY OWNER, LLC**
2 a Delaware limited liability company

3 By Chase Orbis Eastvale, LLC
4 a California limited liability company
5 its Manager

6 By



7 DAVID A. PARKER
8 Authorized Signatory

9 (ATTACH NOTARY WITH CAPACITY STATEMENT)

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24 Cooperative Agreement:
25 Eastvale MDP Line F-3, Stage 1
26 Project No. 2-0-00356
27 Parcel Map No. 35865
28 AMR:blm
04/06/17

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

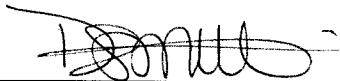
State of California

County of Los Angeles

On April 11, 2017, before me, Dawn M. Ellis, Notary Public, personally appeared David A. Parker, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 of Notary

(Seal)



Exhibit A

LEGAL DESCRIPTION

The land referred to in this Commitment is situated in the City of Eastvale, County of Riverside, State of California, and is described as follows:

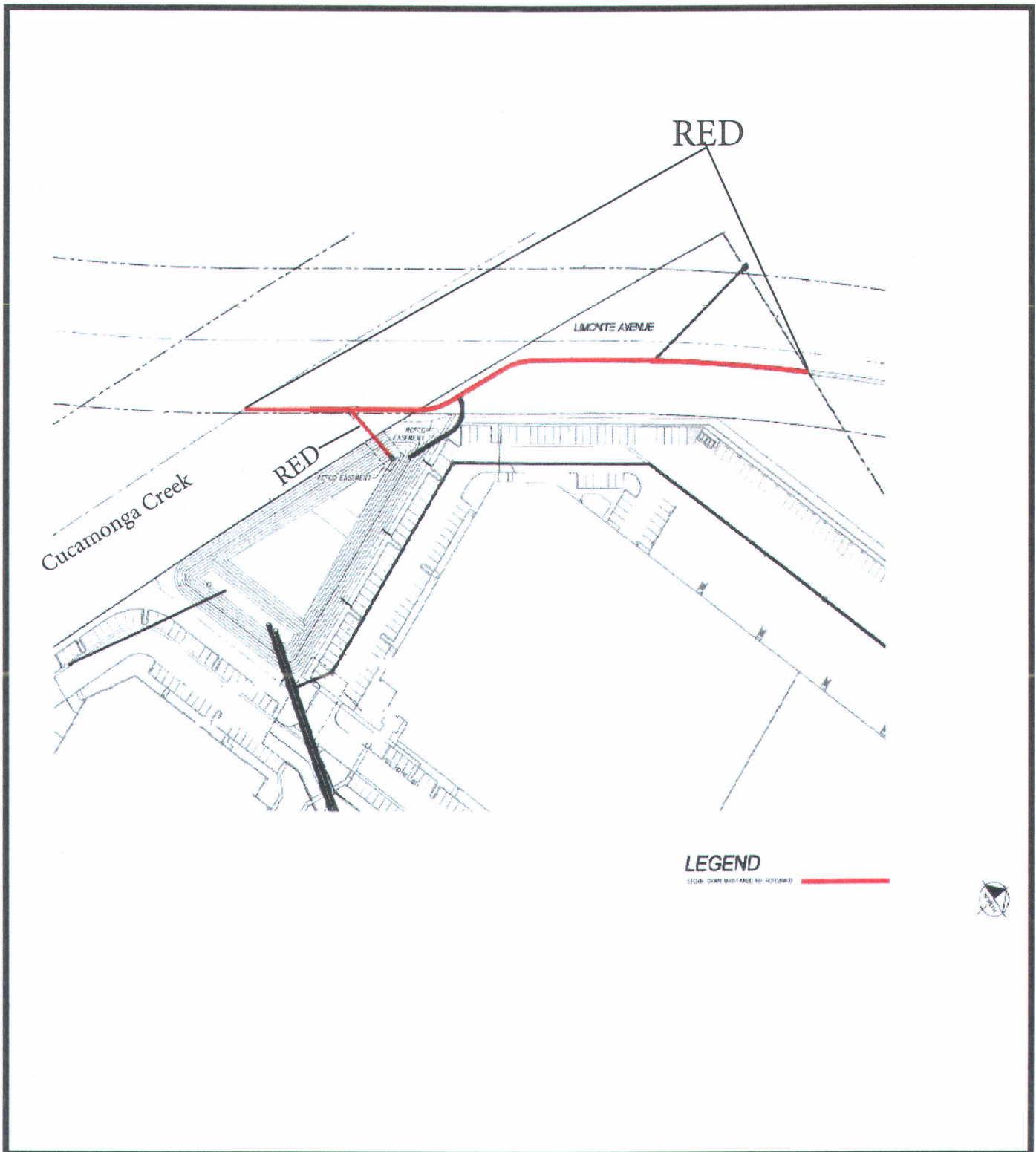
PARCELS 1 THROUGH 11 AND LOTS A THROUGH E OF PARCEL MAP NO. 35865, IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 240, PAGES 90 THROUGH 95, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL THE OIL AND MINERAL RIGHTS AS RESERVED IN DEED RECORDED MARCH 25, 1966 AS INSTRUMENT NO. 31401.

EXCEPTING THEREFROM ALL MINERALS, COAL, CARBONS, HYDROCARBONS, OIL, GAS, CHEMICAL ELEMENTS AND COMPOUNDS WHETHER IN SOLID, LIQUID OR GASEOUS FORM, AND ALL STEAM AND OTHER FORMS OF THERMAL ENERGY ON, IN OR UNDER THE PROPERTY, BUT WITHOUT THE RIGHT TO USE THE PROPERTY OR EXTRACT MINERALS OR OTHER SUBSTANCES FROM THE PROPERTY ABOVE A DEPTH OF 500 FEET, AND WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED FROM THE CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, RECORDED AUGUST 20, 2002 AS INSTRUMENT NO. 2002-460147, OF OFFICIAL RECORDS.

APN: 144-010-037-6, 144-010-042-0 and 144-010-043-1

Exhibit B



COOPERATIVE AGREEMENT

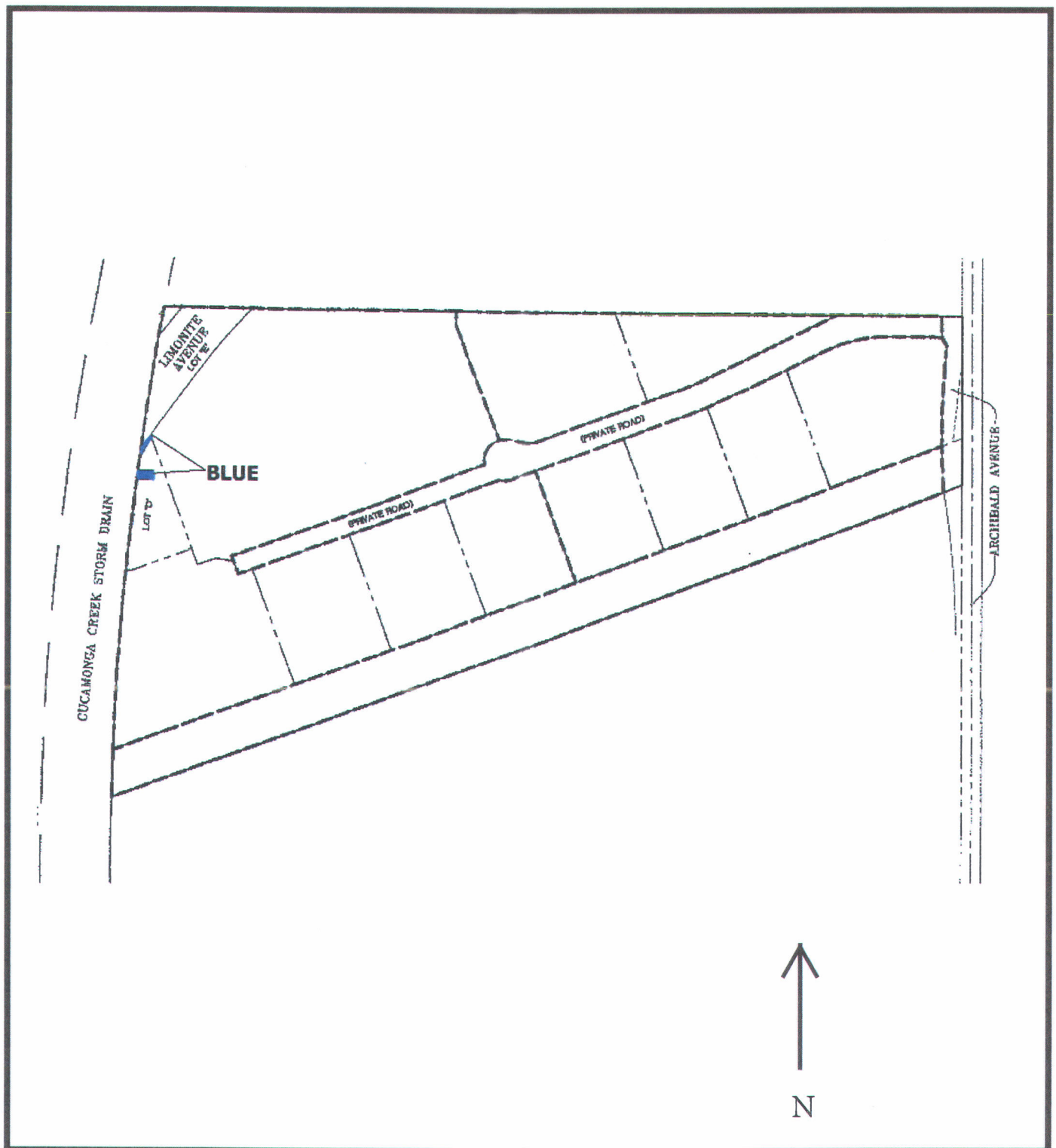
Eastvale MDP Line F-3, Stage 1

Parcel Map No. 35865

Project No. 2-0-00356

Page 1 of 1

Exhibit C



COOPERATIVE AGREEMENT

Eastvale MDP Line F-3, Stage 1

Parcel Map No. 35865

Project No. 2-0-00356

Page 1 of 1