

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



ITEM
11.4
(ID # 4546)

MEETING DATE:
Tuesday, June 20, 2017

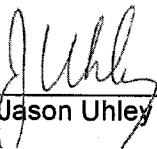
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement for Cucamonga Creek – Schleisman Road Lateral, Stage 1; Cucamonga Creek – Taylor Way Storm Drain, Stage 1; Cucamonga Creek - Summit Drive Storm Drain, Stage 1; Cucamonga Creek – Kimball Avenue Storm Drain, Stage 1 (Parcel Map No. 36787); Project Nos. 2-0-00116, 2-0-00117, 2-0-00118 and 2-0-00119; 2nd District; [\$0].

RECOMMENDED MOTION: That the Board of Supervisors:

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

ACTION: Policy


Jason Uhley

6/7/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: June 20, 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. 36787, are to be constructed by Developer and inspected, operated and maintained by the District, City, and Developer.

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection, and subsequent operation and maintenance of the referenced storm drain facilities.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain system, outlet and headwall structure. The City will assume ownership and responsibility for the operation and maintenance of the project's associated catch basins, inlets, connector pipes and laterals that are 36 inches or less in diameter located within City rights of way. The Developer will retain ownership and assume operation and maintenance responsibility of (i) 54-inch and 48-inch storm drain systems and (ii) the project's associated catch basins, inlets and water quality basin located within privately held 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. 36787. 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

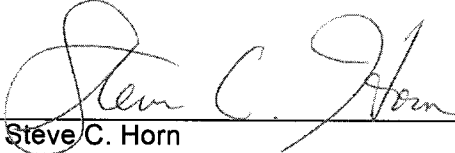
The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the District maintained storm drain facilities will accrue to the District.


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

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement

AMR:rlp
P8211162


Steve C. Horn 6/12/2017


Gregory V. Priamos, Director County Counsel 6/7/2017

COOPERATIVE AGREEMENT

Cucamonga Creek – Schleisman Road Lateral, Stage 1
Cucamonga Creek – Taylor Way Storm Drain, Stage 1
Cucamonga Creek- Summit Drive Storm Drain, Stage 1
Cucamonga Creek – Kimball Avenue Storm Drain, Stage 1
Project Nos. 2-0-00116, 2-0-00117, 2-0-00118 and 2-0-00119
Parcel Map No. 36787

The Riverside County Flood Control and Water Conservation District ("DISTRICT"), the City of Eastvale ("CITY"), and FR The Ranch, 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. 36787, located within the County of Riverside. DEVELOPER has submitted for approval Parcel Map No. 36787 located in the city of Eastvale. As a condition of approval for Parcel Map No. 36787, 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. 36787 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. 2-0476, includes the construction of:

i) Approximately 360 lineal feet of underground storm drain system and outlet structure ("LINE A") as shown in concept in blue on Exhibit "B" attached hereto and made a part hereof; and

ii) Approximately 900 lineal feet of underground storm drain system and headwall structure ("LINE B") as shown in concept in red on Exhibit "B"; and

iii) Approximately 700 lineal feet of underground storm drain system ("LINE C") as shown in concept in green on Exhibit "B"; and

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1 iv) Approximately 460 lineal feet of underground storm drain system
2 ("LINE E") as shown in concept in purple on Exhibit "B". Together, LINE A, LINE B, LINE C
3 and LINE E, are hereinafter called "DISTRICT FACILITIES"; and

4 D. At its downstream terminus, LINE A will connect to the existing Cucamonga
5 Creek-Schleisman Road Storm Drain, Stage 2 facility ("STORM DRAIN"). STORM DRAIN has
6 not been accepted by DISTRICT for ownership, operation and maintenance; and

7 E. Associated with the construction of DISTRICT FACILITIES is the
8 construction of certain inlets, catch basins, connector pipes and various lateral storm drains that
9 are thirty-six inches (36") or less in diameter located within CITY-held easements or rights of
10 way ("APPURTENANCES"); and

11 F. Also associated with the construction of DISTRICT FACILITIES is the
12 construction of (i) approximately 600 lineal feet of 54-inch underground storm drain system; (ii)
13 approximately 420 lineal feet of 48-inch underground storm drain system; and (iii) certain catch
14 basins, inlets, and water quality basin located within DEVELOPER held rights of way or
15 easements ("DEVELOPER FACILITIES"). DEVELOPER FACILITIES are to be initially
16 owned and maintained by DEVELOPER, and subsequently owned and maintained by the
17 Property Owners' Association for Parcel Map No. 36787; and

18 G. Together, DISTRICT FACILITIES, APPURTENANCES, and
19 DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

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

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

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

15 K. CITY is willing to (i) review and approve DEVELOPER'S plans and
16 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold
17 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT
18 FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT
19 FACILITIES within CITY rights of way, (v) consent to the recordation and conveyance of the
20 Irrevocable Offer(s) of Dedication furnished by DEVELOPER as provided herein, and (vi) accept
21 ownership and responsibility for the operation and maintenance of APPURTENANCES, provided
22 PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and
23 CITY.

24 NOW, THEREFORE, the parties hereto mutually agree as follows:
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SECTION I

DEVELOPER shall:

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

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

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

4. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation and maintenance of PROJECT. DEVELOPER shall furnish DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with sufficient

1 evidence of DEVELOPER having secured such necessary licenses, agreements, permits and
2 rights of entry, as determined and approved by DISTRICT.

3 5. Furnish DISTRICT with copies of all permits, approvals or agreements
4 required by any federal, state or local resource and/or regulatory agency for the construction,
5 operation and maintenance of DISTRICT FACILITIES. Such documents include but are not
6 limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality
7 Control Board, California State Department of Fish and Wildlife, State Water Resources Control
8 Board, and Western Riverside County Regional Conservation Authority ("REGULATORY
9 PERMITS").
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11 6. Provide CITY, prior to providing written notice to DISTRICT of the start of
12 construction as set forth in Section I.8., with faithful performance and payment bonds, each in the
13 amount of one hundred percent (100%) of the estimated cost for construction of DISTRICT
14 FACILITIES as determined by DISTRICT. The surety, amount and form of the bonds, shall be
15 subject to approval of DISTRICT and CITY. The bonds shall remain in full force and effect until
16 DISTRICT FACILITIES are accepted by DISTRICT as complete, at which time the bond amount
17 may be reduced to five percent (5%) for a period of one year to guarantee against any defective
18 work, labor or materials.
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20 7. [THIS SECTION INTENTIONALLY LEFT BLANK]
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22 8. Notify DISTRICT in writing (Attention: Administrative Services Section),
23 at least twenty (20) days prior to the start of construction of PROJECT. Construction shall not
24 begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to
25 DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction
26 of PROJECT.
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1 9. Grant DISTRICT and CITY, by execution of this Agreement, the right to
2 enter upon DEVELOPER'S property where necessary and convenient for the purpose of gaining
3 access to, and performing inspection service for, the construction of PROJECT as set forth herein.

4 10. Obtain and provide DISTRICT, at the time of providing written notice to
5 DISTRICT of the start of construction of PROJECT as set forth in Section I.8., with duly executed
6 Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes,
7 including ingress and egress, for the rights of way deemed necessary by DISTRICT for the
8 construction, inspection, operation and maintenance of DISTRICT FACILITIES as shown in
9 concept cross-hatched in black on Exhibit "C" attached hereto and made a part hereof. The
10 Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be
11 executed by all legal and equitable owners of the property described in the offer(s).
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13 11. Furnish DISTRICT, when submitting the Irrevocable Offer(s) of Dedication
14 as set forth in Section I.10., with Preliminary Reports on Title dated not more than thirty (30) days
15 prior to date of submission of all the property described in the Irrevocable Offer(s) of Dedication.
16

17 12. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
18 the start of construction as set forth in Section I.8., with a complete list of all contractors and
19 subcontractors to be performing work on PROJECT, including the corresponding license number
20 and license classification of each. At such time, DEVELOPER shall further identify in writing
21 its designated superintendent for PROJECT construction.
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23 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
24 the start of construction as set forth in Section I.8., a construction schedule which shall show the
25 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry out the
26 various parts of work, including estimated start and completion dates. As construction of
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1 PROJECT progresses, DEVELOPER shall update said construction schedule as requested by
2 DISTRICT.

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

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

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

12 17. Furnish DISTRICT, at the time of providing written notice to DISTRICT of
13 the start of construction as set forth in Section I.8., with a confined space entry procedure specific
14 to PROJECT. The procedure shall comply with requirements contained in California Code of
15 Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit
16 Required Confined Space and District Confined Space Procedures, SOM-18. The procedure shall
17 be reviewed and approved by DISTRICT prior to the issuance of a Notice to Proceed.
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19 18. For the purposes of this Paragraph 18, DEVELOPER shall be deemed to
20 include DEVELOPER or any of DEVELOPER'S contractors, subcontractors or consultants.
21 DEVELOPER shall not commence operations until DISTRICT has been furnished with original
22 certificate(s) of insurance and original certified copies of endorsements and if requested, certified
23 original policies of insurance including all endorsements and any and all other attachments as
24 required in this Section.
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1 Without limiting or diminishing DEVELOPER'S obligation to indemnify or
2 hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained,
3 at its sole cost and expense, the following insurance coverages during the term of this Agreement:

4 A. Workers' Compensation:

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

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

3 C. Vehicle Liability:

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

15 D. Professional Liability:

16 DEVELOPER shall maintain Professional Liability Insurance
17 providing coverage for DEVELOPER'S performance of work included
18 within this Agreement, with a limit of liability of not less than
19 \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If
20 DEVELOPER'S Professional Liability Insurance is written on a claims
21 made basis rather than an occurrence basis, such insurance shall
22 continue through the term of this Agreement and DEVELOPER shall
23 purchase at his sole expense either 1) an Extended Reporting
24 Endorsement (also known as Tail Coverage); or 2) Prior Dates
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1 Coverage from a new insurer with a retroactive date back to the date
2 of, or prior to, the inception of this Agreement; or 3) demonstrate
3 through Certificates of Insurance that DEVELOPER has maintained
4 continuous coverage with the same or original insurer. Coverage
5 provided under items: 1), 2) or 3) will continue as long as the law
6 allows.
7

8 E. General Insurance Provisions – All Lines:

9 i. Any insurance carrier providing insurance coverage hereunder
10 shall be admitted to the State of California and have an A.M.
11 BEST rating of not less than an A: VIII (A: 8) unless such
12 requirements are waived, in writing, by the County Risk
13 Manager. If the County Risk Manager waives a requirement for
14 a particular insurer such waiver is only valid for that specific
15 insurer and only for one policy term.
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17 ii. DEVELOPER must declare its insurance self-insured retention
18 for each coverage required herein. If any such self-insured
19 retention exceeds \$500,000 per occurrence each such retention
20 shall have the prior written consent of the County Risk Manager
21 before the commencement of operations under this Agreement.
22 Upon notification of self-insured retention deemed unacceptable
23 to DISTRICT, and at the election of the County Risk Manager,
24 DEVELOPER'S carriers shall either: 1) reduce or eliminate such
25 self-insured retention with respect to this Agreement with
26 DISTRICT, or 2) procure a bond which guarantees payment of
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1 losses and related investigations, claims administration, and
2 defense costs and expenses.

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

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

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

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25 vi. DEVELOPER shall pass down the insurance obligations
26 contained herein to all tiers of subcontractors working under this
27 Agreement.
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vii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

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

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

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

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

21. Upon completion of PROJECT construction, and upon acceptance by CITY of all street rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of DISTRICT FACILITIES and APPURTENANCES, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, convey, or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, for the rights of way deemed necessary by DISTRICT for the operation and maintenance of

1 DISTRICT FACILITIES, in a form approved by DISTRICT, for the rights of way as shown in
2 concept cross-hatched in black on Exhibit "C".

3 22. At the time of recordation of the conveyance document(s), as set forth in
4 Section I.21., furnish DISTRICT with policies of title insurance, each in the amount of not less
5 than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each
6 easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT'S interest in said property
7 as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases
8 (recorded or unrecorded), except those which, in the sole discretion of DISTRICT, are deemed
9 acceptable.
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11 23. [THIS SECTION INTENTIONALLY LEFT BLANK.]

12 24. Accept ownership and sole responsibility for the operation and maintenance
13 of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation
14 and maintenance of DISTRICT FACILITIES and STORM DRAIN, CITY accepts ownership and
15 responsibility for the operation and maintenance of APPURTENANCES, and the Property
16 Owner(s) accepts ownership and responsibility for the operation and maintenance of
17 DEVELOPER FACILITIES. Further, it is mutually understood by the parties hereto that prior to
18 DISTRICT acceptance of ownership and responsibility for the operation and maintenance of
19 DISTRICT FACILITIES, PROJECT and shall be in a satisfactorily maintained condition as solely
20 determined by DISTRICT. If, subsequent to the inspection and, in the sole discretion of
21 DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be
22 made at sole expense of DEVELOPER.
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25 25. Upon completion of PROJECT construction, but prior to DISTRICT
26 acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or
27 cause its civil engineer of record or construction civil engineer of record, duly registered in the
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1 State of California, to provide DISTRICT with a redlined "record drawings" copy of PROJECT
2 plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER'S engineer
3 shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT'S original
4 mylars at DISTRICT'S office, after which the engineer shall review, stamp and sign the original
5 PROJECT engineering plans "record drawings".

6
7 26. Ensure that all work performed pursuant to this Agreement by
8 DEVELOPER, its agents or contractors is done in accordance with all applicable laws and
9 regulations, including but not limited to all applicable provisions of the Labor Code, Business and
10 Professions Code and Water Code. DEVELOPER shall be solely responsible for all costs
11 associated with compliance with applicable laws and regulations.

12 SECTION II

13 DISTRICT shall:

14
15 1. Review and approve IMPROVEMENT PLANS prior to the start of
16 PROJECT construction.

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

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

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

23 5. Inspect DISTRICT FACILITIES construction.

24 6. Keep an accurate accounting of all DISTRICT costs associated with the
25 review and approval of IMPROVEMENT PLANS, the review and approval of right of way and
26 conveyance documents and the processing and administration of this Agreement.
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1 1. All construction work involved with PROJECT shall be inspected by
2 DISTRICT and CITY, and shall not be deemed complete until DISTRICT and CITY mutually
3 agree in writing that construction is completed in accordance with DISTRICT and CITY approved
4 IMPROVEMENT PLANS.

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

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

16 4. If DEVELOPER fails to commence construction of PROJECT within nine
17 (9) months after execution of this Cooperative Agreement, then DISTRICT reserves the right to
18 withhold issuance of the Notice to Proceed pending a review of the existing site conditions as they
19 exist at the time DEVELOPER provides written notification to DISTRICT of the start of
20 construction as set forth in Section I.8. In the event of a change in the existing site conditions that
21 materially affects PROJECT function or DISTRICT'S ability to operate and maintain DISTRICT
22 DRAINAGE FACILITY, DISTRICT may require DEVELOPER to modify IMPROVEMENT
23 PLANS as deemed necessary by DISTRICT.
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1 5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within
2 twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in Section I.8.;
3 however, DISTRICT'S construction inspection staff is limited and, therefore, the issuance of a
4 Notice to Proceed is subject to staff availability.

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

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

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

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

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

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

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

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

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

24
25 9. This Agreement is to be construed in accordance with the laws of the State
26 of California. If any provision in this Agreement is held by a court of competent jurisdiction to be
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1 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 EASTVALE
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752
Attn: Joe Indrawan

10 FR THE RANCH, LLC
11 898 N. Sepulveda Boulevard
12 El Segundo, CA 90245
13 Attn: Michael Goodwin

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

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

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

25 14. DEVELOPER shall not assign or otherwise transfer any of its rights, duties
26 or obligations hereunder to any person or entity without the written consent of the other parties
27 hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER
28

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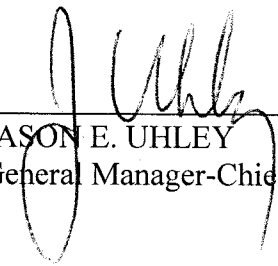
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

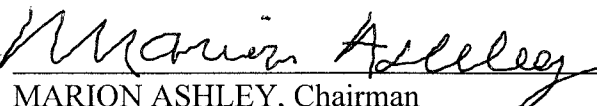
JUN 20 2017

(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

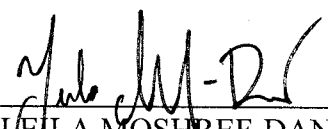
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

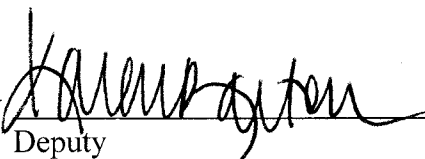
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
LEILA MOSHREF-DANESH
Deputy County Counsel

By 
Deputy

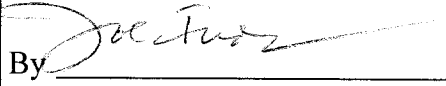
(SEAL)

Cooperative Agreement:
Cucamonga Creek – Schleisman Road Lateral, Stage 1
Cucamonga Creek – Taylor Way Storm Drain, Stage 1
Cucamonga Creek- Summit Drive Storm Drain, Stage 1
Cucamonga Creek – Kimball Avenue Storm Drain, Stage 1
Project Nos. 2-0-00116, 2-0-00117, 2-0-00118 and 2-0-00119
Parcel Map No. 36787
AMR:rlp
3/22/17


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RECOMMENDED FOR APPROVAL:

CITY OF EASTVALE

By 

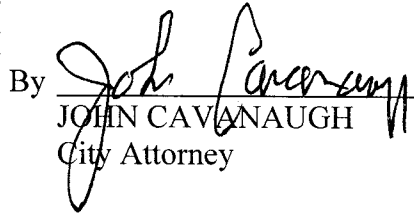
JOE INDRAWAN
City Engineer

By 


JOE TESSARI
Mayor

APPROVED AS TO FORM:

ATTEST:

By 

JOHN CAVANAUGH
City Attorney

By 

MICHELE NISSEN
City Manager

(SEAL)

Cooperative Agreement:
Cucamonga Creek – Schleisman Road Lateral, Stage 1
Cucamonga Creek – Taylor Way Storm Drain, Stage 1
Cucamonga Creek- Summit Drive Storm Drain, Stage 1
Cucamonga Creek – Kimball Avenue Storm Drain, Stage 1
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AMR:rlp
3/22/17

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FR THE RANCH, LLC
a Delaware limited liability company

By 

MICHAEL GOODWIN
Director of Development

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement:
Cucamonga Creek – Schleisman Road Lateral, Stage 1
Cucamonga Creek – Taylor Way Storm Drain, Stage 1
Cucamonga Creek- Summit Drive Storm Drain, Stage 1
Cucamonga Creek – Kimball Avenue Storm Drain, Stage 1
Project Nos. 2-0-00116, 2-0-00117, 2-0-00118 and 2-0-00119
Parcel Map No. 36787
AMR:rlp
3/22/17

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)

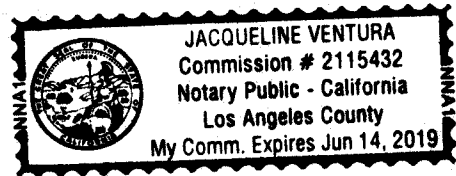
On March 28, 2017 before me, Jacqueline Ventura-Notary
(insert name and title of the officer)

personally appeared Michael Goodwin
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 *Jacqueline Ventura* (Seal)



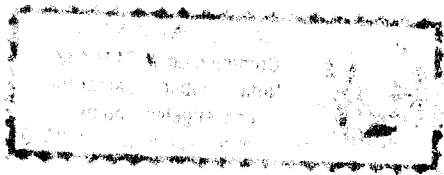


Exhibit A

LEGAL DESCRIPTION

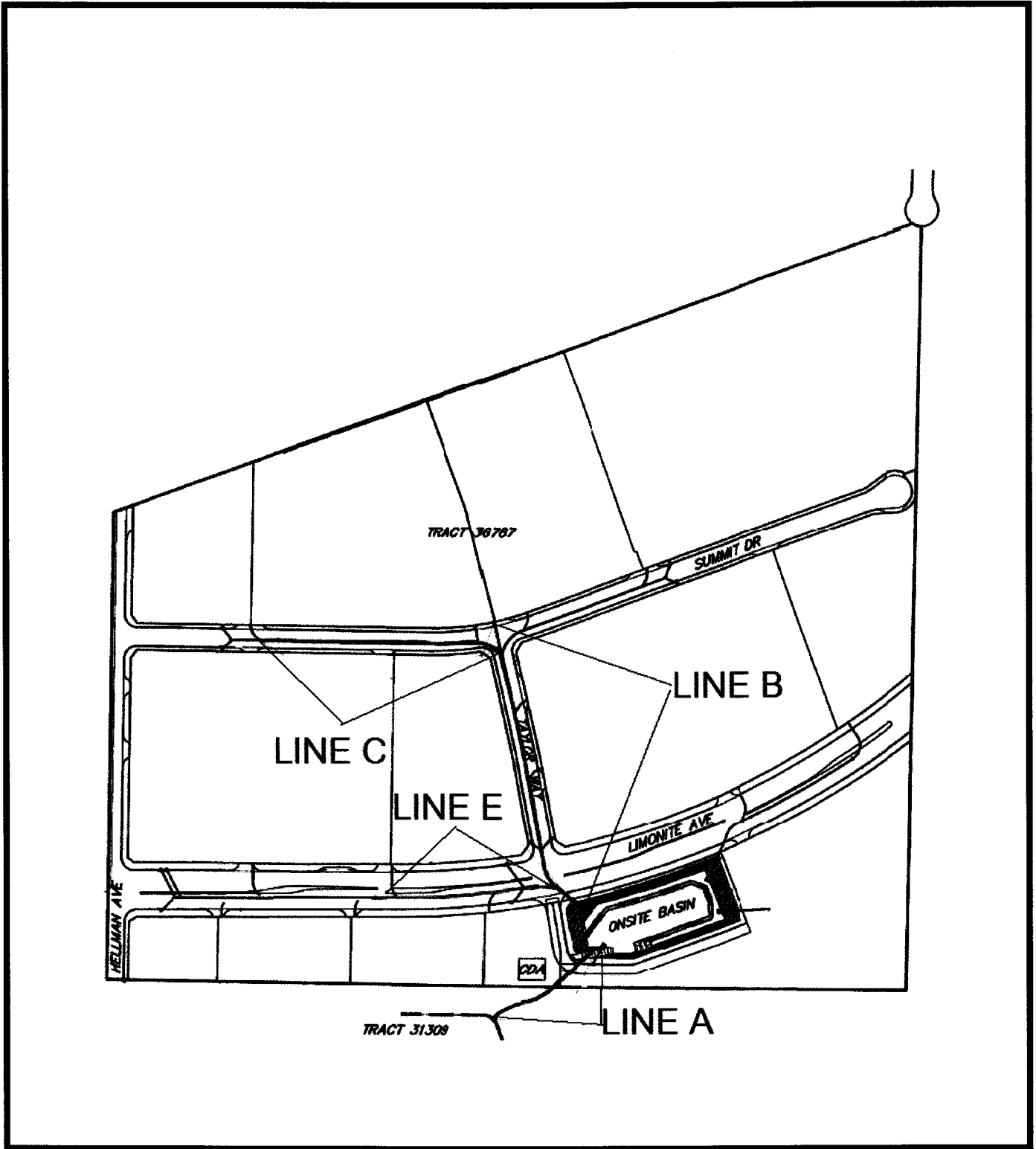
Real property in the City of Eastvale, County of Riverside, State of California, described as follows:

PARCELS 1 THROUGH 14, INCLUSIVE, AND LETTERED LOTS A THROUGH E, INCLUSIVE, OF PARCEL MAP NO. 36787, IN THE CITY OF EASTVALE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 241, PAGES 86 THROUGH 93, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 144-010-008-0 and 144-010-013-4

Cooperative Agreement
Cucamonga Creek – Schleisman Road Lateral, Stage 1
Cucamonga Creek – Taylor Way Storm Drain, Stage 1
Cucamonga Creek- Summit Drive Storm Drain, Stage 1
Cucamonga Creek – Kimball Avenue Storm Drain, Stage 1
Project Nos. 2-0-00116, 2-0-00117, 2-0-00118 and 2-0-00119
Parcel Map No. 36787

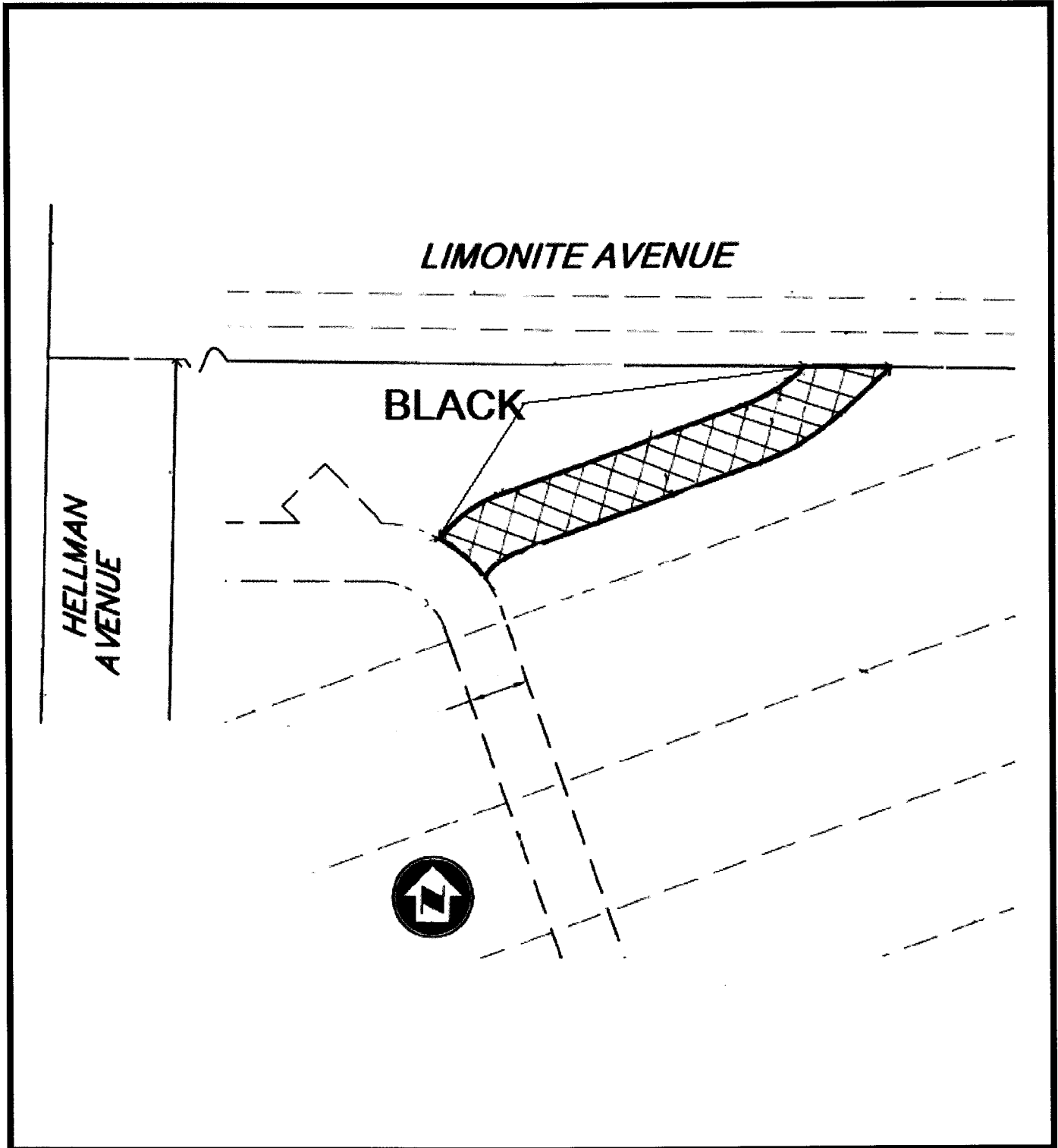
Exhibit B



COOPERATIVE AGREEMENT

Cucamonga Creek – Schleisman Road Lateral, Stage 1
Cucamonga Creek – Taylor Way Storm Drain, Stage 1
Cucamonga Creek- Summit Drive Storm Drain, Stage 1
Cucamonga Creek – Kimball Avenue Storm Drain, Stage 1
Project Nos. 2-0-00116, 2-0-00117, 2-0-00118 and 2-0-00119
Parcel Map No. 36787
Page 1 of 1

Exhibit C



COOPERATIVE AGREEMENT

Cucamonga Creek – Schleisman Road Lateral, Stage 1
Cucamonga Creek – Taylor Way Storm Drain, Stage 1
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Cucamonga Creek – Kimball Avenue Storm Drain, Stage 1
Project Nos. 2-0-00116, 2-0-00117, 2-0-00118 and 2-0-00119
Parcel Map No. 36787