

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



ITEM
3.24
(ID # 5798)

MEETING DATE:
Tuesday, February 6, 2018

FROM : TLMA-TRANSPORTATION:

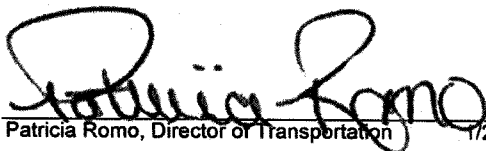
SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:

Approval of the Cooperative Agreement between the County of Riverside, Riverside County Flood Control and Water Conservation District and SR Conestoga, LLC for Salt Creek – Leon Road Storm Drain, Stage 2, Salt Creek – Leon Lateral Storm Drain, Stage 1, Salt Creek – Fox Hollow Drive Storm Drain, Stage 1, Winchester Hills – Line 1, Stage 1, Winchester Hills – Frontier Loop Storm Drain, Stage 1, (Tract No. 30806), Project Nos. 4-0-00176, 4-0-00183, 4-0-00184, 4-0-00569 and 4-0-0575; 3rd District [\$0], (Companion Item to MT 5956)

RECOMMENDED MOTION: That the Board of Supervisors:

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

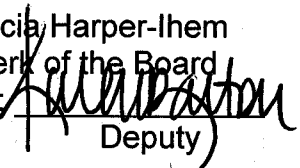
ACTION: Policy


Patricia Romo, Director of Transportation 1/24/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley 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: February 6, 2018
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE 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 COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Developer is funding all construction and construction inspection costs. 100%			Budget Adjustment:	No
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cooperative Agreement sets forth the terms and conditions by which certain flood control facilities, required as a condition of approval for Tract No. 30806, are to be constructed by the Developer, and inspected, operated and maintained by the Riverside County Flood Control and Water Conservation District (District) and the County Transportation Department (Transportation Department). The Tract is located in the Winchester area and is east of Leon Road and south of Domenigoni Parkway.

The Agreement is necessary for the Transportation Department to provide construction inspection, and subsequent operation and maintenance of the referenced storm drain appurtenances.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of (i) the mainline storm drain systems that are greater than 36 inches in diameter, (ii) concrete bulkheads, (iii) rip-rap inlet structure, and (iv) reinforced concrete pipe. The Transportation Department will assume ownership and responsibility for the operation and maintenance of the project's associated catch basins, outlets, inlets, laterals, rip-rap, drainage ditch, maintenance access roads and connector pipes that are 36 inches or less in diameter located within County rights of way. The Developer will retain ownership and assume operation and maintenance responsibility for two (2) water quality basins, both of which will be located within privately held easement or rights of way.

County Counsel has approved the Agreement as to legal form, and the Developer has executed the Agreement. A companion item appears on the Riverside County Flood Control and Water Conservation District Agenda this same date.

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Tract No. 30806. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to citizens who will utilize the tract's roadways.

Additional Fiscal Information

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

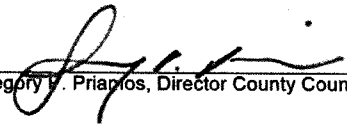
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Future operation and maintenance costs of the County maintained storm drain facilities located within the County right of way will accrue to County Transportation Department.

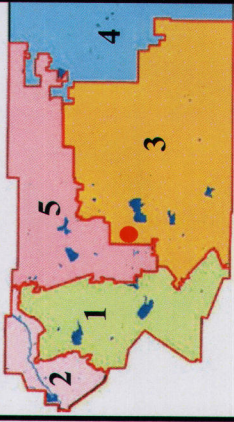
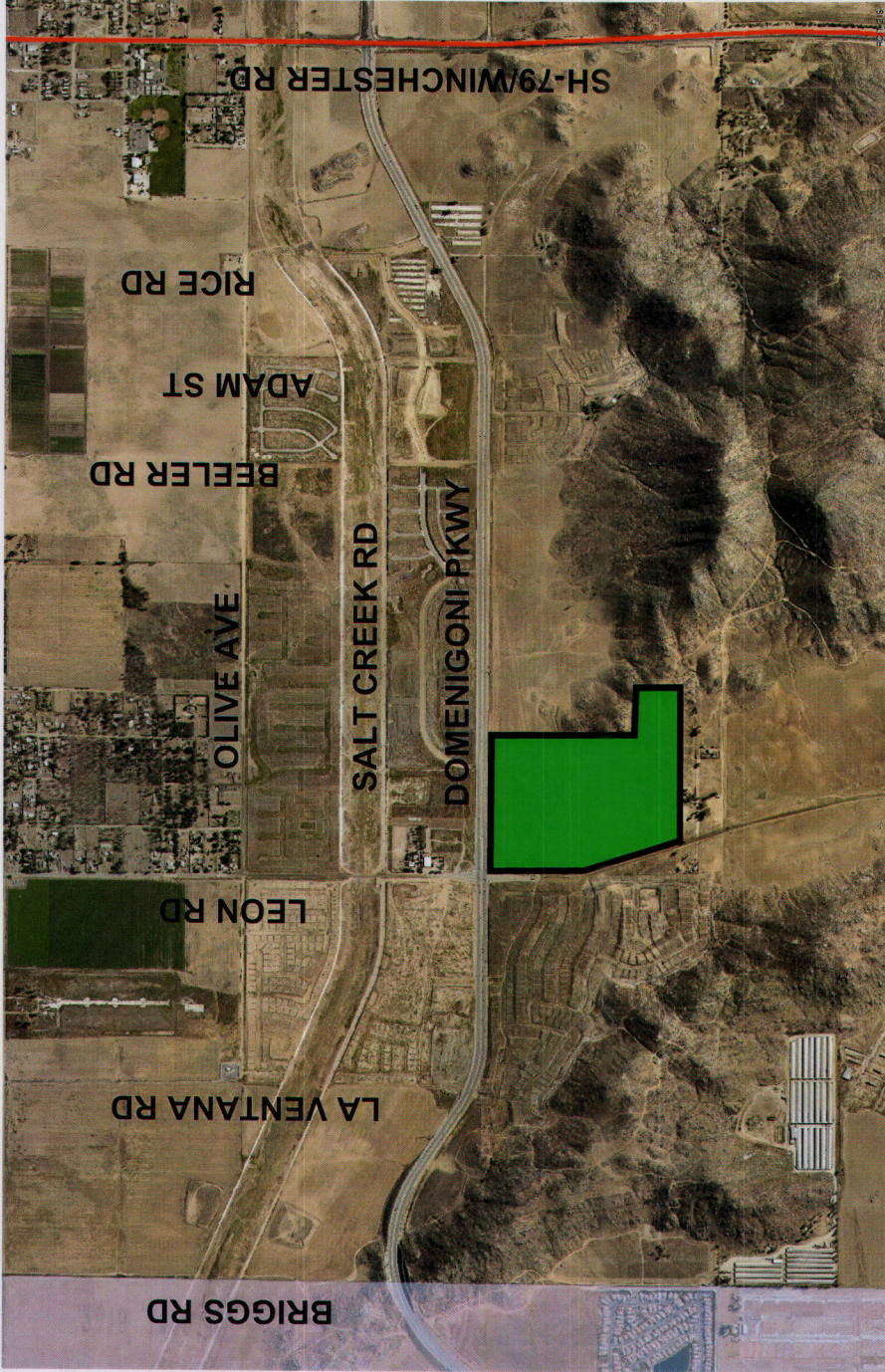
ATTACHMENTS:

Cooperative Agreement

Vicinity Map



Gregory V. Priaplos, Director County Counsel 1/25/2018



Supervisor Districts

LEGEND:

- Project Vicinity
- Supervisorial District

DESCRIPTION:

Tract No. 30806

Winchester Hills – Line 1, Stage 1
storm drain



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COOPERATIVE AGREEMENT
Salt Creek – Leon Road Storm Drain, Stage 2
Salt Creek – Leon Lateral Storm Drain, Stage 1
Salt Creek – Fox Hollow Drive Storm Drain, Stage 1
Winchester Hills – Line 1, Stage 1
Winchester Hills – Frontier Loop Storm Drain, Stage 1
Project Nos. 4-0-00176, 4-0-00183, 4-0-00184, 4-0-00569 and 4-0-00575
Tract No. 30806

The Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the County of Riverside, a political subdivision of the State of California ("COUNTY"), and SR Conestoga, 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 Tract No. 30806, located within the County of Riverside. DEVELOPER has submitted for approval Tract No. 30806 located in an unincorporated area of western Riverside County. As a condition of approval for Tract No. 30806, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

B. The required DISTRICT flood control facilities and drainage improvements, are shown in concept in blue on Exhibit "A" attached hereto and a part hereof, and on District Drawing Nos. 4-0895 and 4-0897, include construction of:

- (i) Approximately 2,660 lineal feet of underground storm drain system structure ("STORM DRAIN"). At its downstream terminus, STORM DRAIN will connect to DISTRICT's existing Salt Creek – Leon Road Storm Drain, Stage 1 facility, as shown on District Drawing No. 4-

1 0827. At its upstream, STORM DRAIN terminates with a concrete
2 bulkhead for future extension;

3 (ii) Approximately 33 lineal feet of reinforced concrete pipe ("LEON
4 LATERAL"). At its upstream terminus, LEON LATERAL terminates
5 with a concrete bulkhead for future extension;
6

7 (iii) Approximately 49 lineal feet of reinforced concrete pipe ("FOX
8 HOLLOW LATERAL"). At its upstream terminus, FOX HOLLOW
9 LATERAL terminates with a concrete bulkhead for future extension.
10 Together, STORM DRAIN, LEON LATERAL and FOX HOLLOW
11 LATERAL are called "STAGE 2 FACILITIES".
12

13 (iv) Approximately 1,935 lineal feet of underground storm drain system
14 ("LINE 1"). At its downstream terminus, LINE 1 will connect to
15 DISTRICT's existing Salt Creek – Leon Road Storm Drain, Stage 1
16 facility, as shown on District Drawing No. 4-0827;

17 (v) Approximately 124 lineal feet of reinforced concrete pipe and rip-rap
18 inlet structure ("FRONTIER LOOP LATERAL"). LINE 1 and
19 FRONTIER LOOP LATERAL are called "LINE 1 FACILITIES".
20 Together, STAGE 2 FACILITIES and LINE 1 FACILITIES are called
21 "DISTRICT FACILITIES; and
22

23 C. Associated with the construction of DISTRICT FACILITIES is the
24 construction of certain catch basins, inlets, outlets, connector pipes, riprap, drainage ditch, curbs
25 and gutters, maintenance access roads and various lateral storm drains that are thirty-six inches
26 (36") or less in diameter that are located within COUNTY held easements or rights of way
27 ("APPURTENANCES"); and
28

1 D. Also associated with the construction of DISTRICT FACILITIES is the
2 construction of two (2) water quality basins ("DEVELOPER BASINS") to be located within
3 privately held easements or rights of way, and to be initially owned and maintained by
4 DEVELOPER and, subsequently, owned by the Home Owners' Association for Tract No. 30806
5 and maintained by either the Home Owners' Association for Tract No. 30806 or via the anticipated
6 formation of a maintenance Community Facilities District ("CFD"); and
7

8 E. Altogether, DISTRICT FACILITIES, APPURTENANCES and
9 DEVELOPER BASINS are called "PROJECT"; and

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

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

20 H. DISTRICT is willing to (i) review and approve DEVELOPER's plans and
21 specifications for PROJECT, (ii) inspect the construction of DISTRICT FACILITIES, and (iii)
22 accept ownership and responsibility for the operation and maintenance of DISTRICT
23 FACILITIES, provided DEVELOPER (a) complies with this Agreement, (b) constructs
24 PROJECT in accordance with DISTRICT and COUNTY approved plans and specifications, and
25 (c) accepts ownership and responsibility for the operation and maintenance of PROJECT
26 following completion of PROJECT construction until such time as DISTRICT accepts ownership
27 and responsibility for the operation and maintenance of DISTRICT FACILITIES; and
28

1 I. COUNTY is willing to (i) review and approve DEVELOPER's plans and
2 specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold
3 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT
4 FACILITIES and APPURTENANCES, (iv) grant DISTRICT the right to inspect, operate and
5 maintain DISTRICT FACILITIES within COUNTY rights of way, and (v) accept ownership and
6 responsibility for the operation and maintenance of APPURTENANCES, provided PROJECT is
7 constructed in accordance with plans and specifications approved by DISTRICT and COUNTY.
8

9 J. DISTRICT understands that DEVELOPER will enter into a Lien Agreement
10 with COUNTY as security for PROJECT. Pursuant to County Ordinance 460, Section 17.3,
11 DEVELOPER shall substitute the Lien Agreement with performance bonds at the time of
12 providing written notice of the start of construction of PROJECT and as set forth in Section I.7 of
13 this Cooperative Agreement.
14

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

16 SECTION I

17 DEVELOPER shall:

18
19 1. Prepare PROJECT plans and specifications ("IMPROVEMENT PLANS"),
20 in accordance with applicable DISTRICT and COUNTY standards, and submit to DISTRICT and
21 COUNTY for their respective review and approval.

22 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic
23 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by
24 DISTRICT to cover DISTRICT's costs associated with the review of IMPROVEMENT PLANS,
25 review and approval of rights of way and conveyance documents, and with the processing and
26 administration of this Cooperative Agreement.
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1 3. Deposit with DISTRICT (Attention: Business Office – Accounts
2 Receivable), at the time of providing written notice to DISTRICT of the start of PROJECT
3 construction as set forth in Section I.8. herein, the estimated cost of providing construction
4 inspection for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT
5 in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any
6 amendments thereto, based upon the bonded value of DISTRICT FACILITIES. If at any time the
7 costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit with DISTRICT,
8 DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary by
9 DISTRICT to complete inspection of DISTRICT FACILITIES, within thirty (30) days after
10 receipt of billing from DISTRICT.
11

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

17 5. Secure, at its sole cost and expense, all necessary licenses, agreements,
18 permits and rights of entry as may be needed for the construction, inspection, operation and
19 maintenance of DISTRICT FACILITIES. DEVELOPER shall furnish DISTRICT, at the time of
20 providing written notice to DISTRICT of the start of construction as set forth in Section I.8., with
21 sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits
22 and rights of entry, as determined and approved by DISTRICT.
23

24 6. Prior to commencing construction, furnish DISTRICT with copies of all
25 permits, approvals or agreements required by any federal, state or local resource and/or regulatory
26 agency for the construction, operation and maintenance of DISTRICT FACILITIES. Such
27 documents include but are not limited to those issued by the U.S. Army Corps of Engineers,
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1 California Regional Water Quality Control Board, California State Department of Fish and
2 Wildlife, State Water Resources Control Board, and Western Riverside County Regional
3 Conservation Authority ("REGULATORY PERMITS").

4
5 7. Provide COUNTY, at the time of providing written notice to DISTRICT of
6 the start of construction as set forth in Section I.8., with faithful performance and payment bonds,
7 each in the amount of one hundred percent (100%) of the estimated cost for construction of
8 DISTRICT FACILITIES as determined by DISTRICT and of the APPURTENANCES as
9 determined by COUNTY. The surety, amount and form of the bonds, shall be subject to approval
10 of DISTRICT and COUNTY. The bonds shall remain in full force and effect until the PROJECT
11 is accepted by DISTRICT and COUNTY as complete; at which time the bond amount may be
12 reduced to five percent (5%) for a period of one (1) year to guarantee against any defective work,
13 labor or materials.

14
15 8. Notify DISTRICT in writing (Attention: Contract Services Section), at least
16 twenty (20) days prior to the start of construction of PROJECT. Construction shall not begin on
17 any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to
18 DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction
19 of PROJECT.

20
21 9. [INTENTIONALLY DELETED]

22 10. [INTENTIONALLY DELETED]

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

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

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

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

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

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

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

1 Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT
2 harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and
3 expense, the following insurance coverage's 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 Insurance
7 (Coverage A) as prescribed by the laws of the State of California. Policy
8 shall include Employers' Liability (Coverage B) including Occupational
9 Disease with limits not less than \$1,000,000 per person per accident. Policy
10 shall be endorsed to waive subrogation in favor of DISTRICT and
11 COUNTY.
12

13 B. Commercial General Liability:

14 Commercial General Liability insurance coverage, including but not limited
15 to, premises liability, unmodified contractual liability, products and
16 completed operations liability, personal and advertising injury, and cross
17 liability coverage, covering claims which may arise from or out of
18 DEVELOPER's performance of its obligations hereunder. Policy shall name
19 the Riverside County Flood Control and Water Conservation District and
20 COUNTY, its agencies, districts, special districts, and departments, their
21 respective directors, officers, Board of Supervisors, employees, elected or
22 appointed officials, agents or representatives as additional insureds. Policy's
23 limit 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 shall
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apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

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

D. Professional Liability:

DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall

1 purchase at such architect or engineer's sole expense either 1) an Extended
2 Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates
3 Coverage from a new insurer with a retroactive date back to the date of, or
4 prior to, the inception of this Agreement; or 3) demonstrate through
5 Certificates of Insurance that such architect or engineer has maintained
6 continuous coverage with the same or original insurer. Coverage provided
7 under items: 1), 2) or 3) shall continue for the term specified in the insurance
8 policy as long as the law allows.
9

10 E. General Insurance Provisions – All Lines:

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

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

1 shall sign the original endorsements for each policy and the certificate
2 of insurance.

- 3 iv. It is understood and agreed by the parties hereto that DEVELOPER's
4 insurance shall be construed as primary insurance, and DISTRICT's
5 insurance and/or deductibles and/or self-insured retentions or self-
6 insured programs shall not be construed as contributory.
- 7
- 8 v. If, during the term of this Agreement or any extension thereof, there is
9 a material change in the scope of services or there is a material change
10 in the equipment to be used in the performance of the scope of work
11 which will add additional exposures (such as the use of aircraft,
12 watercraft, cranes, etc.); or the term of this Agreement, including any
13 extensions thereof, exceeds five (5) years, DISTRICT reserves the right
14 to adjust the types of insurance required under this Agreement and the
15 monetary limits of liability for the insurance coverages currently
16 required herein, if, in the County Risk Manager's reasonable judgment,
17 the amount or type of insurance carried by DEVELOPER has become
18 inadequate.
- 19
- 20 vi. DEVELOPER shall pass down the insurance obligations contained
21 herein to all tiers of subcontractors working under this Agreement.
- 22
- 23 vii. The insurance requirements contained in this Agreement may be met
24 with a program(s) of self-insurance acceptable to DISTRICT.
- 25
- 26 viii. DEVELOPER agrees to notify DISTRICT of any claim by a third party
27 or any incident or event that may give rise to a claim arising from the
28 performance of this Agreement.

1 Failure to maintain the insurance required by this paragraph shall be deemed a
2 material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at
3 its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform
4 its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance
5 of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.
6

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

9 19. Within two (2) weeks of completing PROJECT construction, provide
10 DISTRICT (Attention: Construction Management Section) and COUNTY with written notice that
11 PROJECT construction is substantially complete and requesting that DISTRICT conduct a final
12 inspection of DISTRICT FACILITIES and COUNTY conduct a final inspection of
13 APPURTENANCES.
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15 20. [INTENTIONALLY DELETED]

16 21. [INTENTIONALLY DELETED]

17 22. Accept ownership and sole responsibility for the operation and maintenance
18 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation
19 and maintenance of DISTRICT FACILITIES and COUNTY accepts ownership and responsibility
20 for operation and maintenance of APPURTENANCES, and the Home Owners' Association for
21 Tract No. 30806 accepts ownership and responsibility of DEVELOPER BASINS.
22

23 23. Accept all liability whatsoever associated with the ownership, operation and
24 maintenance of DISTRICT FACILITIES until such time as DISTRICT FACILITIES are formally
25 accepted by DISTRICT for ownership, operation and maintenance.
26

27 24. Pay, if suit is brought upon this Cooperative Agreement or any bond
28 guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including

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

4 4. [INTENTIONALLY DELETED]

5 5. Inspect DISTRICT FACILITIES construction.

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

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

16 8. Accept ownership and sole responsibility for the operation and maintenance
17 of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in
18 accordance with Section I.19., (ii) DISTRICT acceptance of PROJECT construction as being
19 complete, (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans,
20 as set forth in Section I.25., (iv) COUNTY acceptance of APPURTENANCES for ownership,
21 operation, and maintenance, and (v) DISTRICT's sole determination that DISTRICT
22 FACILITIES are in a satisfactorily maintained condition.
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24 9. Provide COUNTY with a reproducible duplicate copy of "record drawings"
25 PROJECT plans upon DISTRICT acceptance of DISTRICT FACILITIES as being complete.
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SECTION III

COUNTY shall:

1. Review IMPROVEMENT PLANS and approve when COUNTY has determined that such plans meet County standards and are found acceptable to COUNTY prior to the start of PROJECT construction.

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

3. Inspect PROJECT construction.

4. [INTENTIONALLY DELETED]

5. [INTENTIONALLY DELETED]

6. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain DISTRICT FACILITIES within COUNTY rights of way.

7. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance.

8. Not grant any occupancy permits for any units within any portion of Tract No. 30806 or any phase thereof, until construction of PROJECT is complete, unless otherwise approved in writing by DISTRICT.

9. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within COUNTY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT FACILITIES are improved, repaired,

1 replaced or changed. It being further understood and agreed that any such adjustments shall be
2 performed at no cost to DISTRICT.

3
4 SECTION IV

5 It is further mutually agreed:

6 1. All work involved with PROJECT shall be inspected by DISTRICT and
7 COUNTY but shall not be deemed complete until DISTRICT and COUNTY mutually agree in
8 writing that construction is completed in accordance with DISTRICT and COUNTY approved
9 IMPROVEMENT PLANS.

10 2. COUNTY and DEVELOPER personnel may observe and inspect all work
11 being done on DISTRICT FACILITIES, but shall provide any comments to DISTRICT personnel
12 who shall be solely responsible for all quality control communications with DEVELOPER's
13 contractor(s) during the construction of PROJECT.

14 3. DISTRICT acceptance of ownership and responsibility for the operation and
15 maintenance of DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely
16 determined by DISTRICT. If, subsequent to the inspection and, in the sole discretion of
17 DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be
18 made at sole expense of DEVELOPER.
19

20 4. DEVELOPER shall complete construction of PROJECT within twelve (12)
21 consecutive months after execution of this Cooperative Agreement and within one hundred twenty
22 (120) consecutive calendar days after commencing work on PROJECT. It is expressly understood
23 that since time is of the essence in this Cooperative Agreement, failure of DEVELOPER to
24 perform the work within the agreed upon time shall constitute authority for DISTRICT to perform
25 the remaining work and require DEVELOPER's surety to pay to COUNTY the penal sum of any
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1 and all bonds. In which case, COUNTY shall subsequently reimburse DISTRICT for DISTRICT
2 costs incurred.

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

12 6. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within
13 twenty (20) days of receipt of DEVELOPER's complete written notice as set forth in Section I.8.;
14 however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a
15 Notice to Proceed is subject to staff availability.
16

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

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

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

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

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

17 DEVELOPER's indemnification obligations shall be satisfied when
18 DEVELOPER has provided to DISTRICT and COUNTY the appropriate form of dismissal (or
19 similar document) relieving DISTRICT or COUNTY from any liability for the claim, proceeding
20 or action involved.
21

22 The specified insurance limits required in this Cooperative Agreement shall
23 in no way limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless
24 DISTRICT and COUNTY from third party claims.

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

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

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

21 11. Any and all notices sent or required to be sent to the parties of this
22 Cooperative Agreement will be mailed by first class mail, postage prepaid, to the following
23 addresses:
24
25
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27
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1 RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
2 1995 Market Street
3 Riverside, CA 92501
Attn: Contract Services Section
4

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

5 SR CONESTOGA, LLC
41391 Kalmia Street, Suite 200
6 Murrieta, CA 92562
Attn: Jim Lytle
7

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

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

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

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

26 16. DEVELOPER shall not assign or otherwise transfer any of its rights, duties
27 or obligations hereunder to any person or entity without the written consent of the other parties
28

1 hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER
2 expressly understands and agrees that it shall remain liable with respect to any and all of the
3 obligations and duties contained in this Cooperative Agreement.
4

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

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

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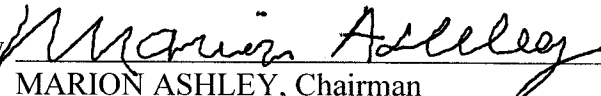
1 IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on
2 **FEB 06 2018**

3 (to be filled in by Clerk of the Board)

4 RECOMMENDED FOR APPROVAL:

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

6 By 
7 JASON UHLEY
8 General Manager-Chief Engineer

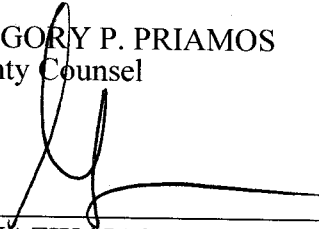
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

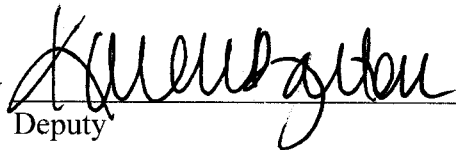
9 APPROVED AS TO FORM:

ATTEST:

10 GREGORY P. PRIAMOS
11 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

12
13 By 
14 NAZIK HASAN
15 Deputy County Counsel

By 
Deputy


(SEAL)

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21 Cooperative Agreement:
22 Salt Creek – Leon Road Storm Drain, Stage 2
23 Winchester Hills – Line 1, Stage 2
24 Project Nos. 4-0-00176, 4-0-00183, 4-0-00184,
25 4-0-00569 and 4-0-00575
26 Tract No. 30806
27 11/15/17
28 AMR:blm

1 RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

2
3 By 
4 PATRICIA ROMO
Director of Transportation

By 
CHUCK WASHINGTON, Chairman
Board of Supervisors

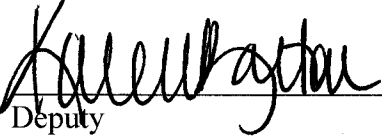
6
7 APPROVED AS TO FORM:

ATTEST:

8 GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

9
10 By  1/29/18
11 KRISTINE BELL-VALDEZ
Deputy County Counsel

By 
Deputy

(SEAL)

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21 Cooperative Agreement:
Salt Creek – Leon Road Storm Drain, Stage 2
22 Winchester Hills – Line 1, Stage 2
23 Project Nos. 4-0-00176, 4-0-00183, 4-0-00148,
4-0-00569 and 4-0-00575
24 Tract No. 30806
11/15/17
25 AMR:blm
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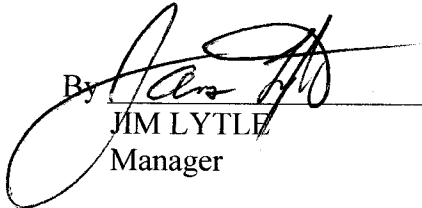
SR CONESTOGA, LLC
a Delaware limited liability company

By: Strata Conestoga, LLC
a Delaware limited liability company
Its Co-Managing Member

By 

DAVID C. MICHAN
Manager

By: Conestoga Development LLC
a California limited liability company
Its Co-Managing Member

By 

JIM LYTLE
Manager

(ATTACH NOTARY WITH CAPACITY STATEMENT)

See attached Notary Acknowledgment

Cooperative Agreement:
Salt Creek – Leon Road Storm Drain, Stage 2
Winchester Hills – Line 1, Stage 2
Project Nos. 4-0-00176, 4-0-00183, 4-0-00184,
4-0-00569 and 4-0-00575
Tract No. 30806
11/15/17
AMR:blm

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Riverside)

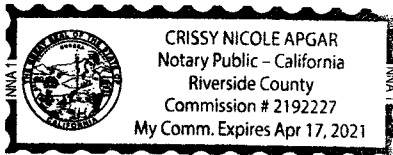
On November 22, 2017 before me, Crissy Nicole Apgar, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jim Lytle, Manager
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Crissy Apgar
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of San Diego }

On November 27, 2017 before me, Denise Rogelia Davila, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared David C. Michan
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Denise Davila
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

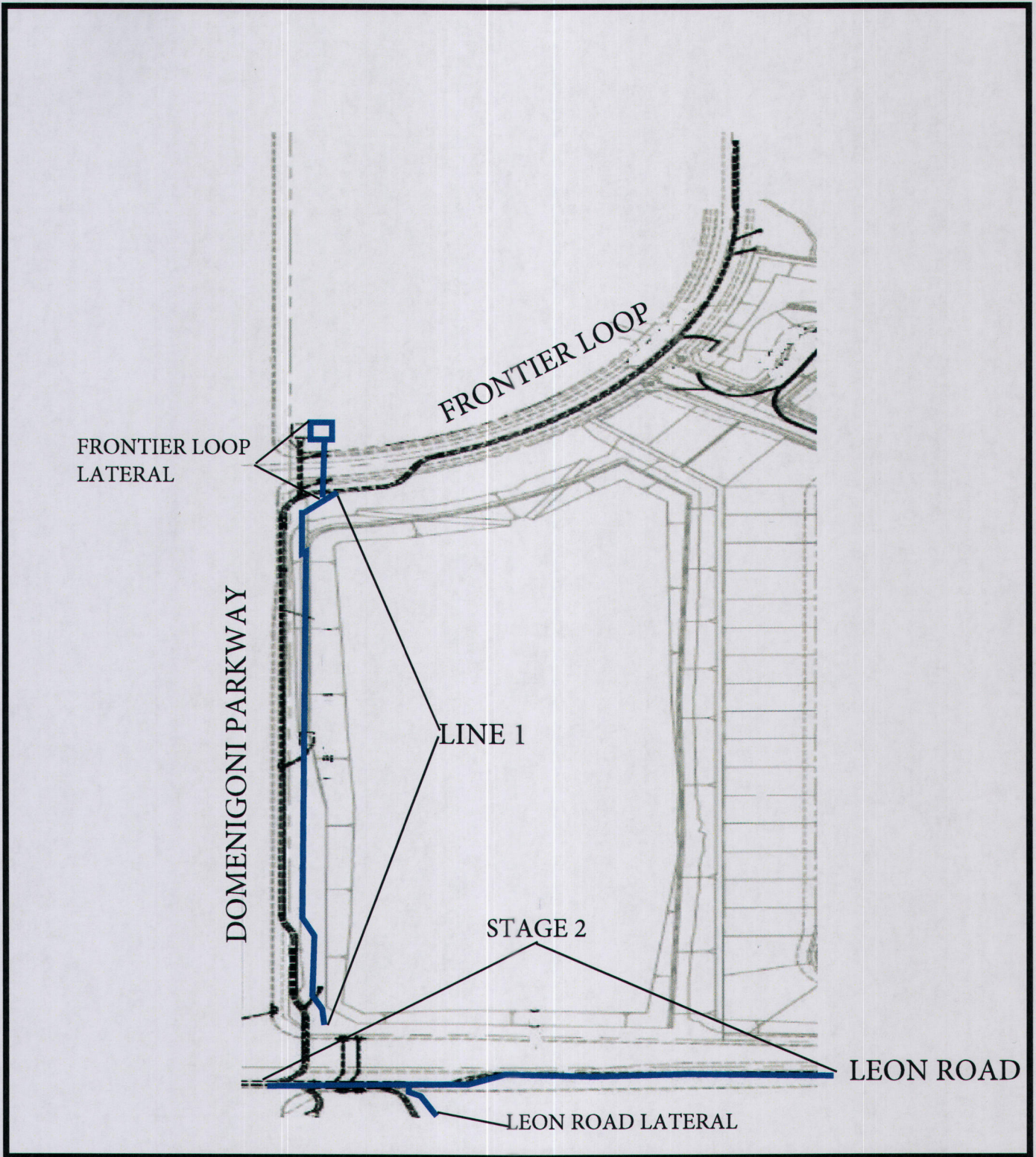
Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Exhibit A



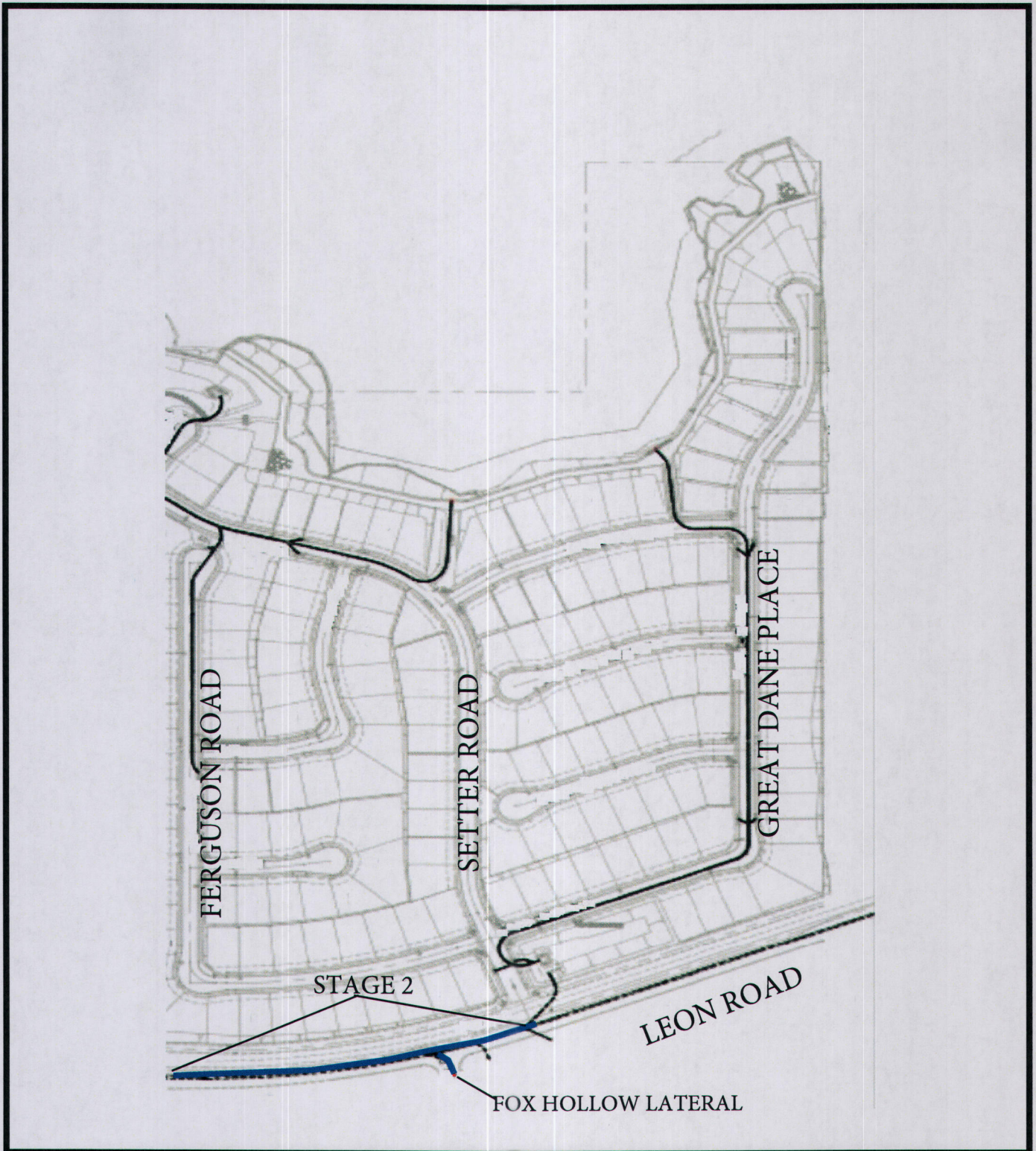
COOPERATIVE AGREEMENT

Salt Creek – Leon Road Storm Drain, Stage 2
Salt Creek – Leon Lateral Storm Drain, Stage 1
Salt Creek – Fox Hollow Drive Storm Drain, Stage 1
Winchester Hills – Line 1, Stage 1
Winchester Hills – Frontier Loop Storm Drain, Stage 1
Project Nos. 4-0-00176, 4-0-00183, 4-0-00184, 4-0-00569 and 4-0-0575

Tract No. 30806

Page 1 of 2

Exhibit A



COOPERATIVE AGREEMENT

Salt Creek – Leon Road Storm Drain, Stage 2
Salt Creek – Leon Lateral Storm Drain, Stage 1
Salt Creek – Fox Hollow Drive Storm Drain, Stage 1
Winchester Hills – Line 1, Stage 1
Winchester Hills – Frontier Loop Storm Drain, Stage 1
Project Nos. 4-0-00176, 4-0-00183, 4-0-00184, 4-0-00569 and 4-0-0575
Tract No. 30806
Page 2 of 2