

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



ITEM: 11.2
(ID # 13575)

MEETING DATE:

Tuesday, November 03, 2020

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the City of Jurupa Valley and Lennar Homes of California, Inc. for Santa Ana River Riverbend Slope Revetment, Stage 1, Jurupa Valley Riverbend Storm Drain and Laterals, Stage 1 (Tract Map No. 36391), Project No. 1-0-00014, CEQA Exempt, District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Cooperative Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), Section 15301 (Existing Facilities), and Section 15304 (Minor Alterations to Land);
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the City of Jurupa Valley (City) and Lennar Homes of California, Inc. (Developer);
3. Authorize the Chairwoman to execute the Cooperative Agreement documents on behalf of the District; and
4. Direct the Clerk of the Board to return four executed copies of the Cooperative Agreement to the District.

ACTION:

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 10/21/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: November 3, 2020
xc: Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

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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: The 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 (Agreement) sets forth the terms and conditions by which certain flood control facilities required as a condition of approval for Tract Map No. 36391 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 for the District's operation and maintenance of the referenced facilities. Upon completion of the drainage facilities' construction, the District will assume ownership and responsibility for the operation and maintenance of the Santa Ana River Riverbend Slope Revetment, Stage 1 and Jurupa Valley Riverbend Storm Drain and Laterals, Stage 1 facilities. The City will assume ownership, operation and maintenance of the project's associated inlets, catch basins, connector pipes, v-ditch and subdrain system, and laterals that are 36 inches or less in diameter located within City's rights of way. The Developer will retain ownership, operation and maintenance of certain fill slope over the levee and a fill slope by v-ditch located within Developer held rights of way.

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

Environmental Findings

The Agreement is exempt from CEQA pursuant to State CEQA Guidelines section 15061(b)(3) (Common Sense Exemption), which provides "The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." This project only involves the future maintenance of already-constructed flood control facilities.

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Further, section 15301 (Existing Facilities) provides a CEQA exemption for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The flood control facilities associated with this project have already been constructed, and this agreement provides for the maintenance of the existing facilities only. Therefore, this exemption would also apply.

Lastly, section 15304 provides a CEQA exemption for minor public or private alterations in the condition of land, water, and/or vegetation which does not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. Because the Agreement is solely for the District to conduct future maintenance of the soil cement slope, underground storm drains and associated outlet structures, it can be seen with certainty that there will be no significant effect on the environment. Further, none of the Exceptions provided in section 15300 apply. No cumulative impacts or unusual circumstances exist that could have a significant effect on the environment. The project is not located on or near a scenic highway, hazardous waste site, or historical resource. Therefore, nothing further is required.

Impact on Residents and Businesses

As noted above, construction of these improvements is a requirement for the development of Tract Map No. 36391. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public who will be protected from flooding.

Additional Fiscal Information

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

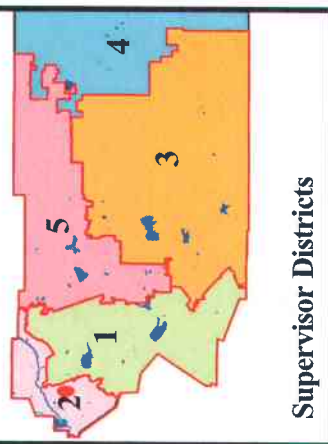
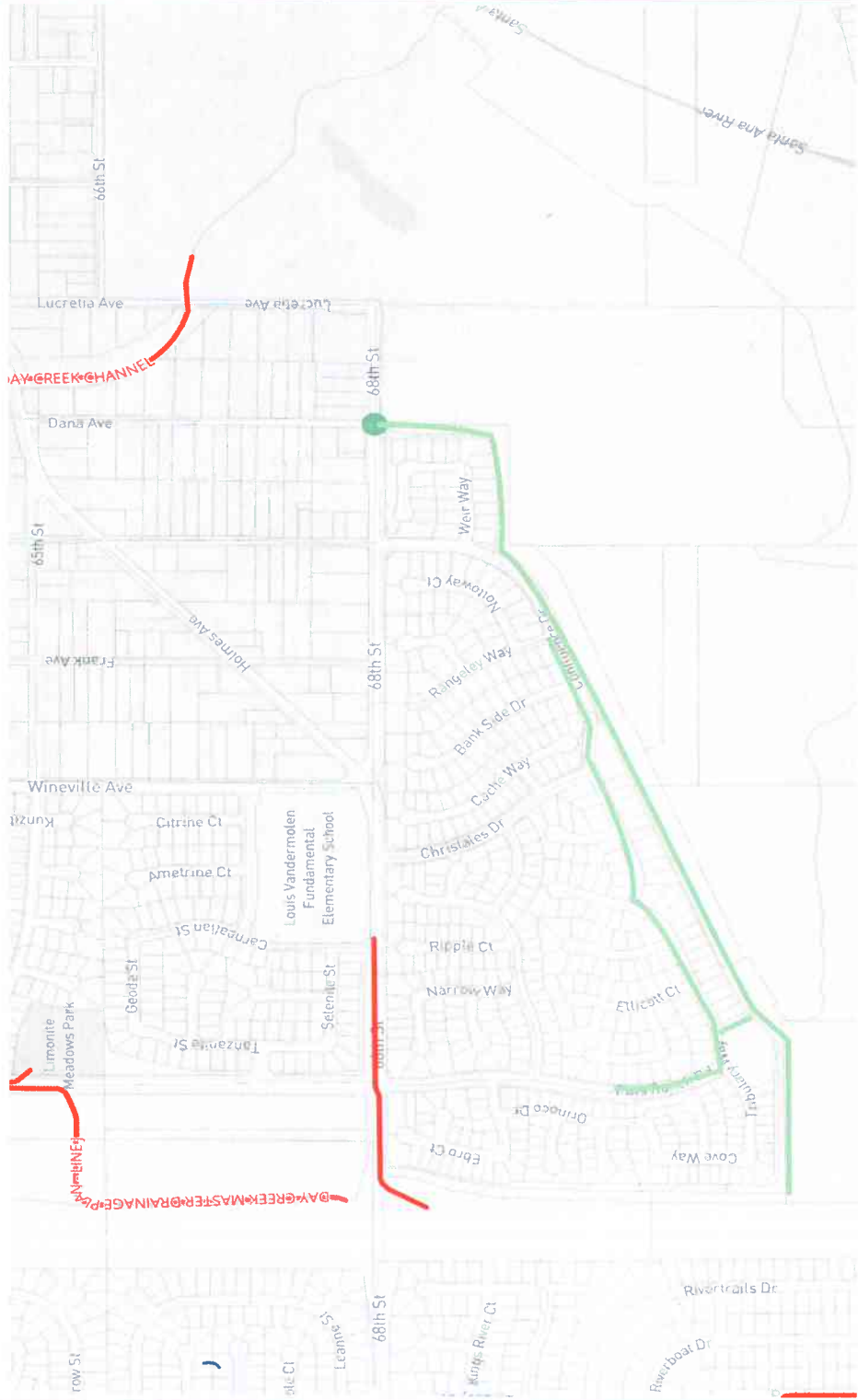
ATTACHMENTS (if any, in this order):

1. Vicinity Map
2. Funding Agreement

AMR:blm
P8/231231





Scott Bruzner 10/26/2020


Gregory V. Priamos, Director County Counsel 10/26/2020



Supervisor Districts

LEGEND:

-  Existing Facilities
-  Project Vicinity
-  Supervisorial District

DESCRIPTION:

Santa Ana River Riverbend Slope Revetment, Stage 1; Jurupa Valley Riverbend Storm Drain and aterals, Stage 1; Project No. 1-0-00014 Tract Map No. 36391



VICINITY MAP



COOPERATIVE AGREEMENT

Santa Ana River – Riverbend Slope Revetment, Stage 1
 Jurupa Valley – Riverbend Storm Drain and Laterals, Stage 1
 Project No. 1-0-00014
 Tract Map No. 36391

This Cooperative Agreement ("Agreement"), dated as of November 3, 2020, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Jurupa Valley, a municipal corporation ("CITY"), and Lennar Homes of California, Inc., a California corporation ("DEVELOPER"), (together, the "Parties"). The Parties hereto agree as follows:

RECITALS

A. DEVELOPER is the owner of Tract Map No. 36391, located in the city of Jurupa Valley; and

B. The legal description of Tract No. 36391 is provided in Exhibit "A" attached hereto and made a part hereof; and

C. Pursuant to a Right of Entry and Inspection Agreement executed by and between DISTRICT and DEVELOPER on July 20, 2016, DEVELOPER constructed or caused to be constructed the required flood control facility as shown on DISTRICT's Drawing Nos. 1-0722 and 1-0723, and as shown in concept on Exhibit "B", attached hereto and made a part hereof:

- i. Santa Ana River – Riverbend Slope Revetment, Stage 1 ("EMBANKMENT"), which is comprised of approximately 5,030 lineal feet of soil cement embankment running along the north bank of the Santa Ana River;
- ii. Jurupa Valley – Riverbend Storm Drain and Laterals, Stage 1, which is comprised of (i) approximately 2,550 lineal feet of underground storm drain system, its associated transition structures

and outlet riprap structure ("LINE A"); (ii) approximately 1,670 lineal feet of underground storm drain system, including its associated transition structures ("LINE B"); and (iii) approximately 140 lineal feet of underground storm drain system and outlet structure ("LINE T"). At its downstream terminus, LINE A drains to the Santa Ana River. At its downstream terminus, LINE T outlets to Santa Ana River. Together, LINE A, LINE B and LINE T are called "STORM DRAINS"; and

D. Altogether, EMBANKMENT and STORM DRAINS are hereinafter called "DISTRICT FACILITIES"; and

E. DISTRICT FACILITIES have not been accepted by DISTRICT for ownership, operation and maintenance; and

F. Associated with the construction of DISTRICT FACILITIES, DEVELOPER constructed or caused to be constructed a water quality basin, certain underground storm drain laterals, inlets, catch basins, connector pipes, v-ditch and subdrain system located within CITY-held easements or rights of way, hereinafter called "APPURTENANCES";

G. Also associated with the construction of DISTRICT FACILITIES, DEVELOPER constructed or caused to be constructed a fill slope over EMBANKMENT and a fill slope by v-ditch ("DEVELOPER FACILITIES"), to be initially owned and maintained by DEVELOPER and subsequently owned and maintained by the Homeowners Association for Tract Map No. 36391; and

H. Together, DISTRICT FACILITIES, APPURTENANCES and DEVELOPER FACILITIES are hereinafter called "PROJECT"; and

I. CITY and DEVELOPER desire DISTRICT to accept ownership and

responsibility for the operation and maintenance of DISTRICT FACILITIES. Therefore, DISTRICT must inspect the condition of DISTRICT FACILITIES to ensure that they are in an acceptable condition; and

J. DISTRICT and DEVELOPER desire CITY to accept ownership and responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY must inspect APPURTENANCES to ensure that they are in an acceptable condition; and

K. DISTRICT is willing to (i) conduct a final inspection of DISTRICT FACILITIES, (ii) accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, provided that DEVELOPER (i) complies with this Agreement, (ii) pays DISTRICT the amounts specified herein to cover DISTRICT's construction inspection costs for DISTRICT FACILITIES, (iii) provides compaction reports documenting that all soil compaction for DISTRICT FACILITIES were accomplished in compliance with DISTRICT standards, (iv) concrete testing report(s) – stamped and wet signed by the civil engineer of record, (v) the resolution of outstanding "punch list" items applicable to PROJECT, (vi) obtains and conveys to DISTRICT and CITY the necessary rights of way for the inspection, operation and maintenance of DISTRICT FACILITIES and APPURTENANCES as set forth herein, (vii) accepts ownership and responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES and CITY accepts ownership and responsibility for the operation and maintenance of APPURTENANCES, and (viii) PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY; and

L. CITY is willing to (i) conduct a final inspection of APPURTENANCES, (ii) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES located within CITY rights of way, and (iii) assume ownership and responsibility for the operation and

maintenance of APPURTENANCES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY.

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

SECTION I

DEVELOPER shall:

1. 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 the inspection, review and approval of right of way and conveyance documents, and with the processing and administration of this Agreement.
2. To the best of DEVELOPER's knowledge, without due diligence or inquiry, all necessary licenses, agreements, permits and rights of entry as may be needed for the inspection, operation and maintenance of DISTRICT FACILITIES have been secured.
3. Furnish DISTRICT (Attention: Plan Check Section) with final mylar PROJECT plans and assign their ownership to DISTRICT prior to DISTRICT's acceptance of DISTRICT FACILITIES.
4. Grant DISTRICT and CITY, by execution of this Agreement, the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to, and performing inspection service for the construction of PROJECT as set forth herein.
5. Within two (2) weeks of execution of this Agreement, provide DISTRICT with a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District Confined Space

Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to DISTRICT's final inspection of PROJECT.

6. Within two (2) weeks of execution of this Agreement, certificates of insurance evidencing the required insurance coverage and endorsements shall be provided to DISTRICT and CITY. At minimum, the procured insurance coverages should adhere to the DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. 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.

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

8. Notify DISTRICT (Attention: Construction Management Section) and CITY, after receiving DISTRICT's clearance of PROJECT, with written notice that PROJECT construction is substantially complete and request that DISTRICT conduct a final inspection of DISTRICT FACILITIES and CITY conduct a final inspection of APPURTENANCES.

9. Prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section), with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record, (iii) the resolution of outstanding "punch list" items applicable to PROJECT,

and (iv) a redlined "record drawings" copy of PROJECT plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office, after which the engineer shall review, stamp and sign the original PROJECT engineering plans "record drawings".

10. Grant access easement(s) to the Riverside Conservation Authority ("RCA"), including ingress and egress, for the rights of way across EMBANKMENT for RCA's operation and maintenance of the conservation area south of the levee, prior to conveying the rights of way deemed necessary by DISTRICT for the operation and maintenance of EMBANKMENT.

11. 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 DISTRICT FACILITIES, in a form approved by DISTRICT, for the rights of way as shown in concept in orange on Exhibit "D" attached hereto and made a part hereof.

12. Prior to the date of this Agreement, DISTRICT has obtained, reviewed and approved a preliminary commitment for title insurance covering each easement parcel to be conveyed to DISTRICT. DEVELOPER shall, at the time of recordation of the conveyance document(s), as set forth in Section I.11., furnish DISTRICT (Attention: Real Estate Services) with policies of title insurance, each in the amount of not less than fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property subject to all matters of record.

13. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES, CITY accepts ownership and responsibility for operation and maintenance of APPURTENANCES, and the Homeowners Association for Tract Map No. 36391 accepts ownership and responsibility for the operation and maintenance of DEVELOPER FACILITIES.

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

15. Prior to acceptance of DISTRICT FACILITIES, obtain the necessary permits, approvals or agreements as may be required by any Federal, State or local resource and/or regulatory agency for the continuing operation and maintenance of the DISTRICT FACILITIES ("ONGOING REGULATORY PERMITS"). Upon completion of construction, DISTRICT FACILITIES may be considered jurisdictional or may otherwise require regulatory approvals and therefore may require ONGOING REGULATORY PERMITS in order to be maintained. ONGOING REGULATORY PERMITS include but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board, and Western Riverside County Regional Conservation Authority. DISTRICT will not accept DISTRICT FACILITIES until all required regulatory permits have been issued and transferred to DISTRICT.

16. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to all applicable provisions of the Labor Code, Business and

Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

17. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

SECTION II

DISTRICT shall:

1. Upon execution of this Agreement, record or cause to be recorded, a copy of this Agreement in the Official Records of the Riverside County Recorder.
2. Conduct final inspection of DISTRICT FACILITIES.
3. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of right of way and conveyance documents, and the processing and administration of this Agreement.
4. Keep an accurate accounting of all DISTRICT construction inspection costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit, as set forth in Section I.1., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit, DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.

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

6. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT final inspection of DISTRICT FACILITIES, (ii) DISTRICT receipt of compaction reports documenting that all soil compaction for DISTRICT FACILITIES were accomplished in compliance with DISTRICT standards, (iii) concrete testing report(s) – stamped and wet signed by the civil engineer of record, (iv) the resolution of outstanding "punch list" items applicable to PROJECT, (v) DISTRICT acceptance of PROJECT construction as being complete, (vi) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans, as set forth in Section I.9., (vii) recordation of all conveyance documents described in Section I.11., (viii) DISTRICT receipt of all necessary rights of way as described in Section I.11, (ix) CITY acceptance of APPURTENANCES for ownership, operation, and maintenance, (x) DISTRICT FACILITIES are fully functioning as a flood control drainage system as solely determined by the DISTRICT, and (xi) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

7. Provide CITY with a reproducible duplicate copy of "record drawings" PROJECT plans upon DISTRICT acceptance of DISTRICT FACILITIES as being complete.

SECTION III

CITY shall:

1. As requested by DISTRICT, accept any outstanding offers of dedication necessary for the inspection, operation and maintenance of DISTRICT FACILITIES, and convey

sufficient rights of way to DISTRICT to allow DISTRICT to inspect, operate and maintain DISTRICT FACILITIES.

2. Inspect APPURTENANCES construction.
3. Grant DISTRICT, by execution of this Agreement, the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way.
4. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance.
5. Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY 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, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

1. All work involved with PROJECT shall be inspected by DISTRICT and CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing that construction is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.
2. DEVELOPER for itself, its successors and assigns hereby release DISTRICT and County of Riverside (including their agencies, districts, special districts and departments, their respective directors, officer, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions, or suits of any

kind arising out of any liability, known or unknown, present or future, including but not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release by DEVELOPER of DISTRICT, its officers, agents and employees from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of DISTRICT FACILITIES, after the acceptance of ownership, operation and maintenance of DISTRICT FACILITIES by DISTRICT.

3. DEVELOPER shall indemnify and hold harmless DISTRICT, the County of Riverside, CITY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DEVELOPER's (including its officers, employees, contractors, subcontractors and agents) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution or any other law, ordinance or regulation caused by the diversion of waters from the natural drainage patterns or the discharge of drainage within or from PROJECT; or (d) any other element of any kind or nature whatsoever arising from the performance of DEVELOPER, its officers, employees, contractors, subcontractors, agents or representatives ("Indemnitors") from this Agreement.

DEVELOPER shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), the Indemnitees in any claim, proceeding or action for which indemnification is required.

With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, compromise any such claim, proceeding or action without the prior consent of DISTRICT, the County of Riverside and CITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to Indemnitees as set forth herein.

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

The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

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

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

construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcement hereof.

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

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

CITY OF JURUPA VALLEY
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attn: Steve R. Loriso
City Engineer/Director of
Public Works

LENNAR HOMES OF CALIFORNIA, INC.
908 Montecito Drive, Suite 302
Corona, CA 92879
Attn: Brian King

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

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

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

9. The rights and obligations of DEVELOPER shall inure to and be binding

upon all heirs, successors and assignees.

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

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

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

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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


November 3, 2020

(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 
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
LEILA MOSHREF-DANESH
Deputy County Counsel

By 
Deputy


(SEAL)

Cooperative Agreement with City of Jurupa Valley and Lennar Homes of California, Inc.:
Santa Ana River – Riverbend Slope Revetment, Stage 1
Jurupa Valley – Riverbend Storm Drain and Laterals, Stage 1
Project No. 1-0-00014
Tract Map No. 36391
08/19/2020
AMR:blm

RECOMMENDED FOR APPROVAL:

CITY OF JURUPA VALLEY

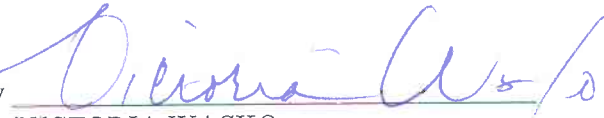
By 
STEVE LORISO
Public Works Director/City Engineer

By 
ANTHONY KELLY, JR.
Mayor

APPROVED AS TO FORM:

ATTEST:

By 
PETER M. THORSON
City Attorney

By 
VICTORIA WASKO
City Clerk

(SEAL)

Cooperative Agreement with City of Jurupa Valley and Lennar Homes of California, Inc.:
Santa Ana River – Riverbend Slope Revetment, Stage 1
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Project No. 1-0-00014
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LENNAR HOMES OF CALIFORNIA, INC.
a California corporation

By 

Geoffrey Smith
Vice President

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement with City of Jurupa Valley and Lennar Homes of California, Inc.:
Santa Ana River – Riverbend Slope Revetment, Stage 1
Jurupa Valley – Riverbend Storm Drain and Laterals, Stage 1
Project No. 1-0-00014
Tract Map No. 36391
08/19/2020
AMR:blm

California All-Purpose Certificate of 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 September 1, 2020 before me, Beth Bruley, Notary Public,
personally appeared Geoffrey Smith

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 Beth Bruley



(Seal)

Exhibit A

LEGAL DESCRIPTION

In the City of Jurupa Valley, County of Riverside, State of California:

LOTS 469, 471, 484 AND 497 OF TRACT NO. 36391, IN THE CITY OF JURUPA VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 449 OF TRACT MAPS, AT PAGES 90 THROUGH 115, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM FOR THE USE AND BENEFIT OF THE RIVERBEND COMMUNITY ASSOCIATION, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION, NONEXCLUSIVE EASEMENTS ON, OVER, UNDER AND ACROSS SAID LOTS FOR THE OPERATION, MANAGEMENT, MAINTENANCE, REPAIR AND REPLACEMENT OF LANDSCAPING, IRRIGATION AND DRAINAGE IMPROVEMENTS, IN ACCORDANCE WITH AND AS SET FORTH WITH RESPECT TO COMMON AREA LOTS IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR RIVERBEND, RECORDED ON JULY 18, 2016, AS INSTRUMENT NO. 2016-0299048, OF OFFICIAL RECORDS, AND ANY AMENDMENTS THERETO ("**DECLARATION**"), OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, AND ALL AMENDMENTS THERETO.

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Santa Ana River – Riverbend Slope Revetment, Stage 1
Jurupa Valley – Riverbend Storm Drain and Laterals, Stage 1
Project No. 1-0-00014
Tract Map No. 36391
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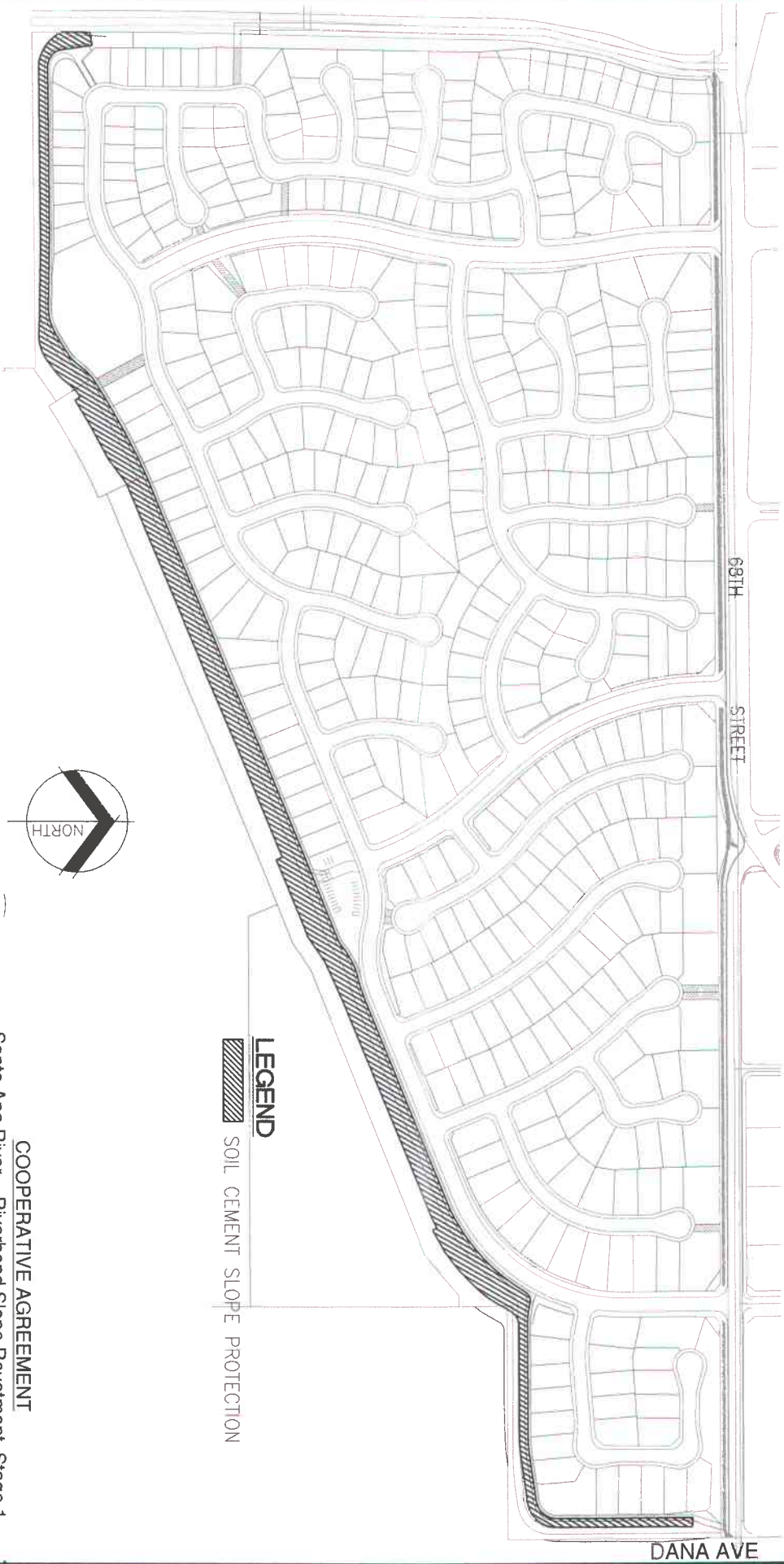
EXHIBIT B



NOT TO SCALE

COOPERATIVE AGREEMENT
Santa Ana River – Riverbend Slope Revetment, Stage 1
Jurupa Valley – Riverbend Storm Drain and Laterals, Stage 1
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EXHIBIT B



LEGEND
SOIL CEMENT SLOPE PROTECTION

NOT TO SCALE

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DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, 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.

A. Workers' Compensation:

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

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of

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DEVELOPER's performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If 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 DISTRICT 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

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

E. General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification

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

- c. 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 DISTRICT 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 thirty (30) days written notice shall be given to the 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 30 day Notice of Cancellation Endorsement.

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- d. 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 shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently

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