

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



ITEM: 11.6
(ID # 14610)

MEETING DATE:

Tuesday, March 23, 2021

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Assignment, Assumption and Amendment Agreement to Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the County of Riverside, FVS Partners, LLC and Pulte Home Company, LLC for Warm Springs Valley – Washington Street Storm Drain, Stage 1 and Warm Springs Valley – Yates Road Storm Drain, Stage 1, Tract No. 30837-1 (Miscellaneous No. 4132), Project Nos. 7-0-00197 and 7-0-00198, Nothing Further is Required Under CEQA, District 3. [\$0] (Companion Item to MT Item No. 14629)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) because all potentially significant effects have been considered by the Addendum to a Mitigated Negative Declaration for Tract 30837-1, adopted by Resolution No. F2019-08 on April 9, 2019 by this Board;
2. Approve the Assignment, Assumption and Amendment Agreement to Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (District), the County of Riverside (County), FVS Partners, LLC (Assignor) and Pulte Home Company, LLC (Assignee) ("Agreement");

Continued on Page 2

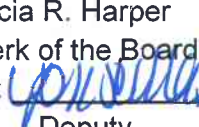
ACTION: Policy


Jason Uhley, GENERAL MGR-CHIEF FLD CNTRL ENG 3/10/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, 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: March 23, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board
By: 
Deputy

(Companion item 3.36)

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Cooperative Agreement including the negotiation, approval and execution of any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to review by County Counsel;
4. Authorize the Chair to execute the Agreement documents on behalf of the District; and
5. Direct the Clerk of the Board to return five (5) executed Agreements to the District.

Continued on Page 3

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: The Assignee 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 Assignment, Assumption and Amendment Agreement (Agreement) transfers the rights and responsibilities as established by the original cooperative agreement executed on April 9, 2019 (Board Agenda Item No. 11.2) from FVS Partners, LLC (Assignor) to Pulte Home Company, LLC (Assignee). Once executed, the Assignee will assume responsibility for the construction of the storm drain facilities, as originally required as a condition of development for Tract No. 30837-1. Upon completion of the facility's construction, the District will assume ownership, operation and maintenance of the mainline storm drain greater than 36 inches in diameter for the Warm Springs Valley Washington Street Storm Drain, Stage 1 and Warm Springs Valley Yates Road Storm Drain, Stage 1 facilities. The County will assume ownership and responsibility for the project's associated curb and gutter, catch basins, curb inlets and outlets, outlet structures and laterals that are 36 inches or less in diameter located within City rights of way. The Assignee will retain ownership of a 42-inch reinforced concrete pipe and a basin located within private-held rights of way.

County Counsel has approved the Agreement as to legal form, and the Assignor and Assignee have executed the Agreement. A companion item appears on the Riverside County Transportation Department's agenda this same date.

Environmental Findings

Resolution No. F2019-08, Considering an Addendum to a Mitigated Negative Declaration for Tract 30837-1, Making Responsible Agency Findings Pursuant to the California Environmental Quality Act (CEQA) and Issuing Certain Limited Approvals for the Cooperative Agreement, and an accompanying Notice of Determination (NOD) was prepared by the District and adopted for Tract Map No. 30837-1 by the Board of Supervisors on April 9, 2019 (Agenda Item No. 11.2). The impacts of processing Tract Map No. 30837-1 have been evaluated through the Mitigated Negative Declaration, and there will be no significant environmental impacts within Tract 30837-1. The Agreement is an action in furtherance of the project and transfers the rights and responsibilities established by the previous cooperative agreement to the Assignee. Nothing further is required for CEQA compliance because this proposed action was adequately analyzed in the earlier adopted NOD by this Board.

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

Impact on Residents and Businesses

Assignee's planned development will benefit from the storm drain facilities that are to be constructed by the Assignee. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

Prev. Agn. Ref.: MT 9308, Item 11.2 of 04/09/19

Additional Fiscal Information

The Assignee is funding all construction and construction inspection costs. Future operations and maintenance costs associated with said mainline storm drain facility will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. Assignment Assumption and Amendment Agreement

AMR:blm
P8/236836



Jason Farin, Principal Management Analyst

3/16/2021

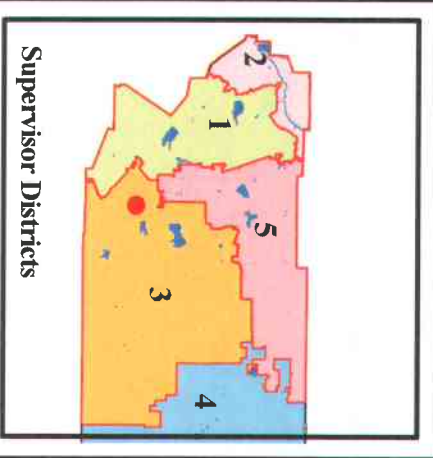


Gregory L. Priamos, Director County Counsel

3/11/2021



VICINITY MAP



Supervisor Districts

LEGEND:

- Existing Facilities
- Project Vicinity
- Supervisorial District

DESCRIPTION:

Warm Springs Valley -
Washington Street Storm
Drain, Stage 1

Warm Springs Valley - Yates
Road Storm Drain, Stage 1
Project Nos. 7-0-00197 and
7-0-00198
Tract No. 30837-1
(Miscellaneous No. 4132)



ASSIGNMENT, ASSUMPTION AND AMENDMENT TO
COOPERATIVE AGREEMENT

Warm Springs Valley – Washington Street Storm Drain, Stage 1
Warm Springs Valley – Yates Road Storm Drain, Stage 1
Project Nos. 7-0-00197 and 7-0-00198
Tract No. 30837-1 (Miscellaneous No. 4132)

This Assignment, Assumption and Amendment to Cooperative Agreement ("ASSIGNMENT") is made by and between (i) the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"); (ii) the County of Riverside, a political subdivision of the State of California ("COUNTY"); (iii) FVS Partners, LLC, a Delaware limited liability company ("ASSIGNOR"); and (iv) Pulte Home Company, LLC, a Michigan limited liability company ("ASSIGNEE"), (together, the "Parties"). The Parties hereto agree as follows:

RECITALS

A. DISTRICT, COUNTY and ASSIGNOR have previously entered into that certain Agreement which was executed on April 9, 2019, (DISTRICT's Board Agenda Item No. 11.2) and recorded as Document No. 2019-0135367 in the Official Records of the County of Riverside ("AGREEMENT"), setting forth the Parties' respective rights and obligations concerning ASSIGNOR's proposed design and construction of certain flood control and drainage facilities required as a condition of approval for Tract No. 30837-1 located in an unincorporated area of western Riverside County, State of California (hereinafter, the "PROPERTY"); and

B. Subsequent to the execution of said AGREEMENT, ASSIGNEE has acquired fee title to the PROPERTY pursuant to a certain Grant Deed dated August 20, 2019 and plans to proceed in accordance with the AGREEMENT; and

C. A true copy of AGREEMENT, has been provided to ASSIGNEE and said AGREEMENT describes the terms and conditions by which those certain flood control and drainage improvements that are required in connection with the development of Tract No. 30837-1 are to be designed and constructed by ASSIGNOR, and inspected and accepted for operation and maintenance by DISTRICT and COUNTY; and

D. AGREEMENT stipulates that ASSIGNOR may assign its rights and responsibilities as set forth therein subject to the written consent of the Parties thereto; and

E. ASSIGNOR, ASSIGNEE, COUNTY and DISTRICT intend that, by execution of this ASSIGNMENT, ASSIGNEE shall assume and agrees to perform all of ASSIGNOR's rights and obligations as stated in the AGREEMENT; and

F. In addition, DISTRICT desires to make certain amendments to the AGREEMENT.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto do hereby mutually agree as follows:

1. The above Recitals are true and correct.

2. For the benefit of COUNTY and DISTRICT, ASSIGNEE hereby agrees to be fully bound by the terms of the AGREEMENT that are stated and imposed on the ASSIGNOR in the AGREEMENT.

3. AGREEMENT is hereby amended as follows:

I. RECITALS 'G' of AGREEMENT is re-lettered as RECITALS 'H' of AGREEMENT; and

II. New RECITALS 'G' of AGREEMENT is added to read:

"Also associated with the construction of DISTRICT FACILITIES is the construction of (i) approximately 57 lineal feet of 54-inch reinforced concrete pipe and its associated riprap outlet structure, and two (2) detention and water quality basins ("CFD FACILITIES"). DEVELOPER intends to enter into a separate agreement with the COUNTY, on behalf of COUNTY's Economic Development Agency, setting forth the maintenance responsibilities for CFD FACILITIES; and"

III. RECITALS 'H' of AGREEMENT is revised to read:

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

- IV. RECITALS 'H - L' of AGREEMENT are re-lettered as RECITALS 'I - M' of AGREEMENT; and
- V. New RECITALS 'N' of AGREEMENT is added to read:
- "PROJECT or a portion thereof, is among the identified drainage improvements that may be included in the Community Facilities District No. 17-5M (French Valley South), hereinafter called "FRENCH VALLEY SOUTH CFD", formed by COUNTY under the authority of the Mello-Roos Community Facilities Act of 1982 to provide, among other things, a means of financing the construction of the subject drainage facilities; and"
- VI. New RECITALS 'O' of AGREEMENT is added to read:
- "It is the intent of DISTRICT, COUNTY and DEVELOPER that this Agreement shall principally address matters pertaining to the design, construction and inspection of DISTRICT FACILITIES and DISTRICT's acceptance thereof for ownership, operation and maintenance; and"
- VII. New RECITALS 'P' of AGREEMENT is added to read:
- "COUNTY and DEVELOPER have entered into a separate Joint Community Facilities Agreement, approved by the Board of Supervisors on April 9, 2019 [MT Item No. 9398, Agenda Item No. 3.19], hereinafter called the "FRENCH VALLEY SOUTH JCFA", whereby the FRENCH VALLEY SOUTH CFD will attempt to sell bonds for the purpose of reimbursing DEVELOPER for costs associated with the maintenance of PROJECT or a portion thereof. Additionally, in accordance with the provisions of the FRENCH VALLEY SOUTH JCFA, COUNTY is willing to (i) review and approve DEVELOPER's bid documents prior to DEVELOPER's award of a construction contract for PROJECT and (ii) monitor DEVELOPER's bidding and contract procedures for conformance with the applicable provisions of the Public Contract Code; and"

VIII. Section I.18 is revised to read:

"DEVELOPER shall not commence operations until DISTRICT (Attention: Contract Services Section) and COUNTY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Upon approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. 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 DRAINAGE FACILITIES due, either in whole or in part, to said breach of this Agreement."

IX. Section III.8 is revised to read:

"Release occupancy permits in accordance with the approved conditions of Approval for Tract No. 30837-1."

X. Section IV.16 is revised to read:

"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 DEVELOPER sells Tract No. 30837-1, DEVELOPER shall notify DISTRICT and COUNTY of any such transfer or assignment in

writing no later than 30 days from the date of the sale. 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 until DISTRICT, COUNTY, DEVELOPER and the new owner(s) of Tract No. 30837-1 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations hereunder to the new owner(s) of Tract No. 30837-1."

4. DISTRICT and COUNTY consent to ASSIGNEE's assumption of the AGREEMENT. In further clarification of the intent of the Parties, ASSIGNEE specifically agrees with DISTRICT that access to or granting of real property interests required by DISTRICT pursuant to AGREEMENT, if any, shall be satisfied by ASSIGNEE and in regard to all financial obligations DISTRICT shall invoice ASSIGNEE for all charges incurred pursuant to AGREEMENT.

5. This ASSIGNMENT is to be construed in accordance with the laws of the State of California.

6. This ASSIGNMENT may be changed or modified only upon the written consent of the Parties hereto

7. Any and all notices sent or required to be sent to ASSIGNEE arising from either this ASSIGNMENT or the obligations contained in 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

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

FVS PARTNERS, LLC
27401 Los Altos, Suite 400
Mission Viejo, CA 92691
Attn: Steven Ford

PULTE HOME COMPANY, LLC
27401 Los Altos, Suite 400
Mission Viejo, CA 92691
Attn: Steven Ford

8. The individuals executing this ASSIGNMENT on behalf of ASSIGNEE hereby certify that they have the authority within their respective companies to enter into and execute this ASSIGNMENT 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 respective companies which have the authority to authorize or deny entering into this ASSIGNMENT.

9. This ASSIGNMENT may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto have executed this ASSIGNMENT on

March 23, 2021
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By: [Signature]
JASON E. UHLEY
General Manager-Chief Engineer

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

By: [Signature]
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

ATTEST:

KECIA HARPER
Clerk of the Board

By: [Signature]
LEILA MOSHREF-DANESH
Deputy County Counsel

By: [Signature]
Deputy

(SEAL)

Assignment, Assumption and Amendment to Cooperative Agreement: Tract No. 30837-1
Warm Springs Valley – Washington Street Storm Drain, Stage 1
Warm Springs Valley – Yates Road Storm Drain, Stage 1
Project Nos. 7-0-00197 and 7-0-00198
Tract No. 30837-1 (Miscellaneous No. 4132)
AMR:rlp
11/24/2020

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By: MARK LANCASTER
Director of TransportationBy: KAREN SPIEGEL, Chair
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County CounselKECIA HARPER
Clerk of the BoardBy: KRISTINE BELL-VALDEZ
Supervising Deputy County CounselBy: 

Deputy

(SEAL)

Assignment, Assumption and Amendment to Cooperative Agreement: Tract No. 30837-1
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 AMR:rlp
 11/24/2020

ASSIGNOR

FVS PARTNERS, LLC,
a Delaware limited liability company

By: ESA Stratford Partners, L.P.,
a California limited partnership,
its Managing Member

By: ESA Partners, LLC,
a Delaware limited liability company,
its General Partner

By: 
JOHN K. ABEL
Member and Authorized Signer

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Assignment, Assumption and Amendment to Cooperative Agreement: Tract No. 30837-1
Warm Springs Valley – Washington Street Storm Drain, Stage I
Warm Springs Valley – Yates Road Storm Drain, Stage I
Project Nos. 7-0-00197 and 7-0-00198
Tract No. 30837-1 (Miscellaneous No. 4132)
AMR:rlp
11/24/2020

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 Orange

On January 6, 2021 before me, Maryellen LaCasto, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John K. Abel

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.



Place Notary Seal and/or Stamp Above

Signature

Maryellen LaCasto

Signature of Notary Public

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: Assignment, Assumption and Amendment to Cooperative Agreement

Document Date: 01-06-2021

Number of Pages: 1

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: _____

ASSIGNEE

PULTE HOME COMPANY, LLC
a Michigan limited liability company

By: 

DARREN WARREN
Vice President Land Acquisition &
Development

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Assignment, Assumption and Amendment to Cooperative Agreement: Tract No. 30837-1
Warm Springs Valley – Washington Street Storm Drain, Stage 1
Warm Springs Valley – Yates Road Storm Drain, Stage 1
Project Nos. 7-0-00197 and 7-0-00198
Tract No. 30837-1 (Miscellaneous No. 4132)
AMR:rlp
11/24/2020

ACKNOWLEDGMENT

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

State of California
County of ORANGE)

On DECEMBER 30, 2020 before me, CRESIDA DIAZ, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared DARREN WARREN,
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 *Cresida Diaz* (Seal)

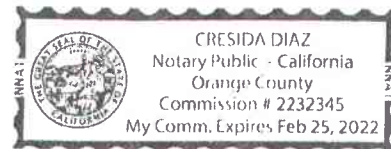


Exhibit C

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 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 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 DISTRICT as Additional Insureds.

D. 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.

ASSIGNMENT, ASSUMPTION AND AMENDMENT TO COOPERATIVE AGREEMENT

Warm Springs Valley – Washington Street Storm Drain, Stage 1

Warm Springs Valley – Yates Road Storm Drain, Stage 1

Project Nos. 7-0-00197 and 7-0-00198

Tract No. 30837-1 (Miscellaneous No. 4132)

Exhibit C

Upon notification 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.

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 required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.

g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

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

ASSIGNMENT, ASSUMPTION AND AMENDMENT TO COOPERATIVE AGREEMENT

Warm Springs Valley – Washington Street Storm Drain, Stage 1

Warm Springs Valley – Yates Road Storm Drain, Stage 1

Project Nos. 7-0-00197 and 7-0-00198

Tract No. 30837-1 (Miscellaneous No. 4132)