

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



ITEM: 11.2  
(ID # 18145)

**MEETING DATE:**

Tuesday, February 08, 2022

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of the Amended and Restated Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the City of Menifee, and Woodside 05S, LP for Salt Creek – La Ladera Road Storm Drain, Stage 3 and Salt Creek – Ridgemoor Road Storm Drain, Stage 4, Project Nos. 4-0-00144 and 4-0-00113 (Tract No. 28859), Not a Project Under CEQA, District 5. [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the Amended and Restated Cooperative Agreement is not a project under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15378(a);
2. Approve the Amended and Restated Cooperative Agreement ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District"), the City of Menifee ("City") and Woodside 05S, LP ("Developer");
3. Authorize the Chair of the District's Board of Supervisors ("Board") to execute the same on behalf of the District;
4. Authorize the District's General Manager-Chief Engineer or designee to take all necessary steps to implement the Agreement, including, but not limited to, negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return four (4) executed originals of the Agreement to the District.

**ACTION:Policy**

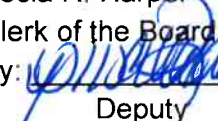
  
Jason Uhley, GENERAL MGR-CHIEF FLD CNTRL ENG 1/25/2022

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**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: February 8, 2022  
xc: Flood

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> N/A			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> N/A	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On July 15, 2008 (Board Agenda Item No. 11.2), the Board of Supervisors approved the Cooperative Agreement ("Previous Agreement") between the District, County of Riverside and OTI-Oak Hills, LP ("Previous Developer") to design and construct certain flood control and drainage facilities required as a condition of approval for Tract No. 28859. Subsequent to the execution of Previous Agreement, the City of Menifee ("City") was incorporated. Also, Woodside 05S, LP ("Developer") became the owner of the property and Tract No. 28859. On November 1, 2019, the District and Developer entered into a Right of Entry and Inspection Agreement that authorized the Developer to construct said facilities. This Amended and Restated Cooperative Agreement ("Agreement") between the District, City and Developer supersedes the Previous Agreement between the District, County and Previous Developer, in its entirety, and sets forth the terms and conditions by which certain flood control facilities, required as a condition of approval for Tract No. 28859, that were already constructed by the Developer are to be inspected, operated and maintained by the District and City.

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for subsequent operation and maintenance of the referenced flood control facilities. The District will assume ownership and responsibility for the operation and maintenance of (i) Salt Creek – La Ladera Road Storm Drain, Stage 3, (ii) Salt Creek – Ridgemoor Road Storm Drain, Stage 4 and (iii) associated safety devices. The District will also assume responsibility for the interim operation and maintenance of approximately 65 lineal feet of underground storm drain system and inlet structure with riprap and a trash rack ("Interim Line A"), including the associated maintenance access road with turnaround, gate and fencing. The District is to operate and maintain the Interim Line A until the proposed ultimate Salt Creek – La Ladera Road Storm Drain, Stage 4 facility is constructed.

The City will assume ownership and responsibility for the operation and maintenance for the flood control facilities' associated curbs and gutters, catch basins, inlets, outlets, water quality features, cutoff walls, connector pipes and various storm drains that are thirty-six inches (36") or less in diameter that are located within City held easements or rights of way.

County Counsel has approved the Agreement as to legal form. The Developer has executed the Agreement.

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
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**Environmental Findings**

Pursuant to Section 15378(a) of the CEQA Guidelines, the Amended and Restated Cooperative is not a "project" under CEQA because it will not result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. The subject flood facilities were constructed following the November 1, 2019 Right of Entry and Inspection Agreement between the District and Developer, and the statute of limitations would have expired 180 days after construction was complete. Additionally, the Previous Agreement for the design and construction of the flood control and drainage facilities was approved on July 15, 2008. The Amended and Restated Cooperative Agreement does not authorize to any extent whatsoever actual physical development, construction, maintenance, operation or any other activity that would have the potential to result in any significant effect on the environment. This Amended and Restated Cooperative Agreement merely sets for the terms and conditions of inspection, operation and maintenance of the project by the District and City, which has no potential to result in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

**Impact on Residents and Businesses**

As noted above, construction of these drainage improvements is a requirement for the development of Tract No. 28859. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public 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 the District-maintained flood control facilities will accrue to the District.

**ATTACHMENTS:**

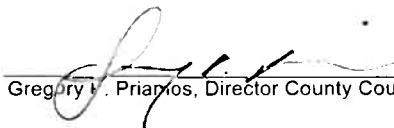
1. Vicinity Map
2. Amended and Restated Cooperative Agreement

RKM:blm  
P8/241983



Jason Farin, Principal Management Analyst

2/1/2022



Gregory L. Priamos, Director County Counsel

1/27/2022

AMENDED AND RESTATED COOPERATIVE AGREEMENT

Salt Creek – La Ladera Road Storm Drain, Stage 3  
 Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
 Project Nos. 4-0-00144 and 4-0-00113  
 Tract No. 28859

This Amended and Restated Cooperative Agreement ("Agreement"), dated as of \_\_\_\_\_, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Menifee, a California municipal corporation ("CITY"), and Woodside 05S, LP, a California limited partnership ("DEVELOPER") (together, "the Parties").

RECITALS

A. On July 15, 2008 [DISTRICT's Board Agenda Item No. 11.2], DISTRICT, the County of Riverside and OTI – Oak Hills, L.P. ("PREVIOUS DEVELOPER") entered into a certain cooperative agreement, which was recorded as Document No. 2008 – 0460063 in the Official Records of the County of Riverside, hereinafter referred to as "PREVIOUS AGREEMENT".

B. PREVIOUS AGREEMENT set forth the Parties' respective rights and obligations concerning PREVIOUS DEVELOPER's proposed design and construction of certain flood control and drainage facilities required as a condition of approval for Tract No. 28859 located in western Riverside County, State of California; and

C. The legal description of Tract No. 28859 is provided in Exhibit "A", attached hereto and made a part hereof. The real property located within this legal description is hereinafter referred to as "PROPERTY"; and

D. Subsequent to the execution of said PREVIOUS AGREEMENT on October 1, 2008, CITY was incorporated; and

- 1 -

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
 CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
 Post Office Box 1147, Riverside, Ca 92502-1147  
 Thank you.

FEB 08 2022 11.2

E. PREVIOUS DEVELOPER submitted Tract Map No. 28859 for approval. Tract Map No. 28859 was recorded on December 24, 2008; and

F. To date, PREVIOUS DEVELOPER has not constructed the Salt Creek – La Ladera Road Storm Drain, Stage 3 or Salt Creek – Ridgemoor Road Storm Drain, Stage 4 required by PREVIOUS AGREEMENT; and

G. PREVIOUS DEVELOPER has ceased operation of its business; and

H. Pursuant to a certain Grant Deed dated March 1, 2011, Menifce 28859 LLC, a California limited liability company, acquired fee title to PROPERTY from PREVIOUS DEVELOPER; and

I. Pursuant to a certain Grant Deed dated February 14, 2019, DEVELOPER has acquired fee title to PROPERTY from Menifce 28859 LLC; and

J. DISTRICT, CITY and DEVELOPER now desire to enter into this Agreement with the intent that this Agreement shall supersede the terms of PREVIOUS AGREEMENT; and

K. As a condition of approval for Tract No. 28859, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

L. The required flood control facilities and drainage improvements, as shown on District Drawing No. 4-0890, include the construction of:

a. Line A ("LA LADERA STAGE 3")

Approximately 800 lineal feet of underground storm drain system, as shown in concept in blue on Exhibit "B", attached hereto and made a part hereof. At its downstream terminus, LA LADERA STAGE 3 will connect to DISTRICT's existing Salt Creek – La

Ladera Road Storm Drain, Stage 2 facility ("EXISTING LA LADERA STAGE 2"), as shown on District Drawing No. 4-0780; and

b. Line B ("RIDGEMOOR STAGE 4")

Approximately 70 lineal feet of underground storm drain system, as shown in concept in orange on Exhibit "B". At its downstream terminus, RIDGEMOOR STAGE 4 will connect to DISTRICT's existing Salt Creek – Ridgemoor Road Storm Drain, Stage 3 facility ("EXISTING RIDGEMOOR STAGE 3"), as shown on District Drawing No. 4-0795; and

c. All safety devices requested by DISTRICT, including, but not limited to, concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER and subject to DISTRICT's inspection and approval.

d. Altogether, LA LADERA STAGE 3, RIDGEMOOR STAGE 4 and SAFETY DEVICES are hereinafter called "DISTRICT ULTIMATE FACILITIES"; and

M. To construct LA LADERA STAGE 3, DEVELOPER must remove certain portions of DISTRICT's EXISTING LA LADERA STAGE 2; and

N. To construct RIDGEMOOR STAGE 4, DEVELOPER must remove certain portions of DISTRICT's EXISTING RIDGEMOOR STAGE 3; and

O. Associated with the construction of LA LADERA STAGE 3 is the construction of approximately 60 lineal feet of underground storm drain system and inlet

structure with riprap and a trash rack ("INTERIM LINE A"), as shown in concept in red on Exhibit "B", including the associated maintenance access road with turnaround, gate and fencing. At its downstream terminus, INTERIM LINE A will connect to LA LADERA STAGE 3. INTERIM LINE A is to be operated and maintained by DISTRICT until the proposed ultimate Salt Creek – La Ladera Road Storm Drain, Stage 4 facility ("LA LADERA STAGE 4") is constructed and accepted by DISTRICT for ownership, operation and maintenance; and

P. Altogether, DISTRICT ULTIMATE FACILITIES and INTERIM LINE A are hereinafter called "DISTRICT FACILITIES"; and

Q. Associated with the construction of DISTRICT FACILITIES are the construction of certain curbs and gutters, catch basins, inlets, outlets, water quality features, cutoff walls, connector pipes and various storm drains that are thirty-six inches (36") or less in diameter that are located within CITY held easements or rights of way, hereinafter called "APPURTENANCES", which are defined in District Drawing No. 4-0890. The various connector pipes and storm drains to be owned, operated and maintained by CITY are shown in concept in purple on Exhibit "C", attached hereto and made a part hereof. Together, DISTRICT FACILITIES and APPURTENANCES are hereinafter called "PROJECT"; and

R. On or about November 1, 2019, DISTRICT and DEVELOPER entered into a Right of Entry and Inspection Agreement that authorized DEVELOPER to construct DISTRICT FACILITIES. Pursuant to the Right of Entry and Inspection Agreement, DEVELOPER has constructed PROJECT; and

S. DEVELOPER and CITY desire DISTRICT to accept (i) responsibility for the operation and maintenance of INTERIM LINE A and (ii) ownership and responsibility for the operation and maintenance of DISTRICT ULTIMATE FACILITIES. Therefore, DISTRICT

must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect the construction of DISTRICT FACILITIES; and

T. DEVELOPER and DISTRICT desire CITY to accept ownership and responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect and approve the construction of the PROJECT; and

U. DISTRICT is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of DISTRICT FACILITIES, (iii) assume responsibility for the operation and maintenance of INTERIM LINE A until LA LADERA STAGE 4 is constructed and (iv) assume ownership and responsibility for the operation and maintenance of DISTRICT ULTIMATE FACILITIES, provided DEVELOPER (a) complies with this Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications, (c) obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts (1) ownership and responsibility for the operation and maintenance of DISTRICT ULTIMATE FACILITIES and (2) responsibility for the operation and maintenance of INTERIM LINE A and CITY accepts ownership and responsibility for operation and maintenance of APPURTENANCES; and

V. CITY is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold faithful performance and payment bonds submitted by DEVELOPER for DISTRICT FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT



FACILITIES within CITY rights of way subject to the terms of this Agreement and (v) accept ownership and responsibility for the operation and maintenance of APPURTENANCES, provided DEVELOPER (a) complies with this Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications, (c) obtains and conveys to CITY all rights of way necessary for the inspection, operation and maintenance of APPURTENANCES as set forth herein and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts (1) ownership and responsibility for the operation and maintenance of DISTRICT ULTIMATE FACILITIES and (2) responsibility for the operation and maintenance of INTERIM LINE A, and CITY accepts ownership and responsibility for the operation and maintenance of APPURTENANCES; and

W. Pursuant to Water Code Appendix Section 10, the Board of Supervisors of the County of Riverside is designated as and is empowered to act as ex officio the Board of Supervisors of DISTRICT, therefore, the County of Riverside is included as an indemnified party.

X. For the purposes of this Agreement, the term "CITY" shall mean and refer to the City of Menifee, including its governing bodies, agencies, districts, special districts and departments, their respective directors, councilmembers, officers, elected and appointed officials, employees, agents and representatives.

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

#### SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and CITY for their respective review and approval.
2. Continue to pay DISTRICT and CITY, within thirty (30) days after receipt of periodic billings from DISTRICT and CITY, any and all such amounts as are deemed reasonably necessary by DISTRICT and CITY to cover DISTRICT's and CITY's costs associated with the review and implementation of IMPROVEMENT PLANS, review and approval of rights of way and conveyance documents and with the processing and administration of this Agreement.
3. Deposit with DISTRICT (Attention: Business Office - Accounts Receivable), at the time of providing written notice to DISTRICT and CITY of the start of PROJECT construction as set forth in Section 1.8., the estimated cost of providing construction inspection for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the County of Riverside, including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES. If at any time the costs exceed the deposit or are anticipated by DISTRICT to exceed the deposit with DISTRICT, DEVELOPER shall pay such additional amount(s), as deemed reasonably necessary by DISTRICT to complete inspection of PROJECT, within thirty (30) days after receipt of billing from DISTRICT.
4. Deposit with CITY, at the time of providing written notice to DISTRICT and CITY of the start of PROJECT construction as set forth in Section 1.8., the estimated cost of providing construction inspection for PROJECT, in an amount as determined and approved by CITY in accordance with CITY's municipal code and regulations. If at any time the costs exceed the deposit or are anticipated by CITY to exceed the deposit with CITY, DEVELOPER shall pay

such additional amount(s), as deemed reasonably necessary by CITY to complete inspection of PROJECT, within thirty (30) days after receipt of billing from CITY.

5. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation and maintenance of PROJECT. DEVELOPER shall furnish DISTRICT and CITY, at the time of providing written notice to DISTRICT and CITY of the start of construction as set forth in Section 1.8., or not less than twenty (20) days prior to recordation of the final map for Tract No. 28859 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry, as determined and approved by DISTRICT and CITY.

6. Prior to commencing construction, furnish DISTRICT and CITY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents 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 ("REGULATORY PERMITS").

7. Provide CITY, at the time of providing written notice to DISTRICT and CITY of the start of construction as set forth in Section 1.8. or not less than twenty (20) days prior to recordation of the final map for Tract No. 28859 or any phase thereof, whichever occurs first, with faithful performance and payment bonds, each in the amount of one hundred percent (100%) of the estimated cost for construction of DISTRICT FACILITIES and APPURTENANCES as determined by DISTRICT and CITY, respectively. The surety, amount and form of the bonds shall be subject to the approval of DISTRICT and CITY. The bonds shall remain in full force

and effect until DISTRICT FACILITIES and APPURTENANCES are accepted by DISTRICT and CITY respectively as complete; at which time, the bond amount may be reduced to ten percent (10%) for a period of one year to guarantee against any defective work, labor or materials.

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

9. 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.

10. Obtain and provide DISTRICT (Attention: Real Estate Services Section), at the time of providing written notice to DISTRICT and CITY of the start of construction as set forth in Section I.8., or not less than twenty (20) days prior to the recordation of the final map for Tract No. 28859, with duly executed Irrevocable Offer(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

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

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

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

14. Furnish DISTRICT with final mylar plans ("RECORD DRAWINGS") for PROJECT, and assign their ownership to DISTRICT prior to the start on any portion of PROJECT construction.

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

16. Comply with all Cal/OSHA safety regulations, including, but not limited to, regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY employees on the site.

17. Furnish DISTRICT and CITY, at the time of providing written notice to DISTRICT and CITY of the start of construction as set forth in Section I.8., 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 and CITY prior to the issuance of a Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY's approval.

18. DEVELOPER shall not commence operations until DISTRICT and CITY 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. Prior to DISTRICT issuing a Notice to Proceed to DEVELOPER and/or DEVELOPER's construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT and CITY. At minimum, the procured insurance coverages should adhere to DISTRICT's and CITY's required insurance provided in Exhibit "D", 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 and CITY, at their individual sole discretion, to provide written notice to DEVELOPER that either DISTRICT or CITY will no longer be required to perform their obligations hereunder, nor accept responsibility for ownership, operation and maintenance of PROJECT due, either in whole or in part, to said breach of this Agreement.

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

20. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice that

PROJECT construction is substantially complete and requesting that DISTRICT conduct a final inspection of DISTRICT FACILITIES and CITY conduct a final inspection of PROJECT.

21. If right of way conveyance to DISTRICT is required, upon completion of PROJECT construction, and upon acceptance by CITY of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of (i) DISTRICT ULTIMATE FACILITIES for ownership, operation and maintenance and (ii) INTERIM LINE A for operation and maintenance, convey or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, or grant deed(s) of fee title where appropriate.

22. At the time of recordation of the conveyance document(s) as set forth in Section 1.21., furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement parcel to be conveyed to DISTRICT or (ii) one hundred percent (100%) of the estimated value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except those which, in the sole discretion of DISTRICT, are acceptable.

23. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT ULTIMATE FACILITIES, (ii) DISTRICT accepts responsibility for the operation and maintenance of INTERIM LINE A and (iii) CITY accepts ownership and responsibility for the operation and maintenance of APPURTENANCES.

24. Accept all liability whatsoever associated with the ownership, operation and maintenance of PROJECT until such time as (i) DISTRICT ULTIMATE FACILITIES are

formally accepted by DISTRICT for ownership, operation and maintenance, (ii) INTERIM LINE A is formally accepted by DISTRICT for operation and maintenance and (iii) APPURTENANCES are formally accepted by CITY for ownership, operation and maintenance.

25. 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.

26. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of (i) DISTRICT ULTIMATE FACILITIES for ownership, operation and maintenance and (ii) INTERIM LINE A for operation and maintenance and CITY acceptance of APPURTENANCES 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 and CITY with a redlined RECORD DRAWINGS copy of PROJECT plans. After DISTRICT and CITY approval of the redlined RECORD DRAWINGS, DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original RECORD DRAWINGS at DISTRICT's office, after which the engineer shall review, stamp and sign the original PROJECT engineering plans RECORD DRAWINGS.

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



SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.
2. Provide CITY an opportunity to review and, if CITY deems appropriate in its sole and absolute discretion, approve IMPROVEMENT PLANS prior to DISTRICT's final approval. DISTRICT shall not approve IMPROVEMENT PLANS until CITY has provided its approval pursuant to this Section.
3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.
4. If applicable, record or cause to be recorded the Irrevocable Offer(s) of Dedication pursuant to Section I.10. Neither this section nor Section I.10. restricts CITY's ability to require any other lawful Irrevocable Offer(s) of Dedication from DEVELOPER.
5. Inspect construction of DISTRICT FACILITIES.
6. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents, and the processing and administration of this Agreement.
7. 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.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.

8. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, PROJECT 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.

9. Accept (a) ownership and sole responsibility for the operation and maintenance of DISTRICT ULTIMATE FACILITIES and (b) sole responsibility for the operation and maintenance of INTERIM LINE A from DEVELOPER upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.20., (ii) DISTRICT acceptance of DISTRICT FACILITIES construction as being complete, (iii) DISTRICT receipt of stamped and signed RECORD DRAWINGS of PROJECT plans, as set forth in Section I.26., (iv) DISTRICT acceptance of all rights of way as deemed necessary by DISTRICT and CITY for the ownership, operation, and maintenance of DISTRICT FACILITIES and APPURTENANCES, (v) CITY acceptance of APPURTENANCES for ownership, operation, and maintenance and (vi) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

10. Provide CITY with a reproducible duplicate copy of RECORD DRAWINGS of PROJECT plans within ten (10) days of receipt.

11. In the event CITY wishes to utilize DISTRICT's construction inspection, materials testing and construction survey services, and CITY provides DISTRICT with a written request for such services under Section III.3., DISTRICT shall provide a timely response whether or not they have the resources to perform such services. If DISTRICT wishes to provide such services, DISTRICT shall provide all necessary construction inspection, materials testing and construction survey services for PROJECT and assist CITY as needed with the administration of

PROJECT's construction contract. DISTRICT hereby agrees to pay all DISTRICT costs associated with the inspection of PROJECT construction, as set forth herein.

### SECTION III

CITY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.
2. Accept CITY 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 or cause PROJECT's construction to be inspected by its construction manager, to be reimbursed by DEVELOPER. In the event CITY wishes to utilize DISTRICT's construction inspection, materials testing and construction survey services, CITY shall provide DISTRICT with a written request (Attn: Construction Management) for such services pursuant to Section II.11, above.
4. Upon request by DISTRICT, CITY shall review any requested Irrevocable Offer(s) of Dedication in connection with PROJECT, and accept any such Irrevocable Offers of Dedication on behalf of DISTRICT. In the same action, CITY shall immediately convey the property interest(s) associated with the requested Irrevocable Offer(s) of Dedication to DISTRICT via quitclaim or other similar conveyance document, which shall be prepared by DISTRICT. DISTRICT shall be deemed to have accepted the property interest(s) associated with the requested Irrevocable Offer(s) of Dedication upon the recordation of the conveyance document.
5. Grant DISTRICT, by execution of this Agreement, the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way, provided DISTRICT

(including its employees, supervisors, agents, contractors, and anyone else operating under their direction) exercises such right(s) in a safe and reasonable manner that does not adversely impact the public health and safety.

6. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon (i) CITY inspection of PROJECT in accordance with Section I.20., (ii) CITY and DISTRICT acceptance of PROJECT construction as being complete, (iii) CITY receipt of signed reproducible duplicate copy of RECORD DRAWINGS of PROJECT plans, as set forth in Section II.10., (iv) CITY acceptance of all rights of way as deemed necessary by DISTRICT and CITY for the ownership, operation, and maintenance of DISTRICT FACILITIES and APPURTENANCES and the (v) CITY's sole determination that PROJECT is in a satisfactorily maintained condition. In addition to the foregoing, CITY's acceptance under this section shall not be effective until DISTRICT's acceptance of DISTRICT FACILITIES as provided in Section II, above. As such, until DISTRICT accepts DISTRICT FACILITIES, the ownership and maintenance obligations regarding APPURTENANCES shall be the sole responsibility of DEVELOPER.

7. Release occupancy permits in accordance with the approved conditions of approval.

8. Notwithstanding any of the foregoing, prior to accepting ownership of APPURTENANCES, PROJECT shall be in a satisfactorily maintained condition as solely determined by CITY. If, subsequent to the inspection and in the sole discretion of CITY, APPURTENANCES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

9. Upon DISTRICT and CITY 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 portion of DISTRICT FACILITIES is 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 by the Parties hereto that:

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

2. CITY and DEVELOPER personnel may observe and inspect all work being done on PROJECT, but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT. Prior to any communication with DEVELOPER under this section, DISTRICT and CITY personnel shall meet and confer, and agree to all communications conveyed to DEVELOPER. If DISTRICT and CITY should disagree as to the content of any particular communication, DISTRICT personnel agree to communicate CITY comments to DEVELOPER in addition to DISTRICT comments.

3. DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after execution of this Agreement and within one hundred twenty (120) consecutive calendar days after commencing work on PROJECT. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining

work and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

4. If DEVELOPER fails to commence construction of PROJECT within nine (9) months after execution of this Agreement, then DISTRICT and CITY reserve the right to withhold issuance of the Notice(s) to Proceed pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT and CITY of the start of construction as set forth in Section I.8. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES or CITY's ability to operate and maintain APPURTENANCES, DISTRICT or CITY may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT or CITY. Under no circumstances shall either DISTRICT or CITY be allowed to modify IMPROVEMENT PLANS without the consent of the other.

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

In the event DEVELOPER wishes to expedite issuance of the Notice(s) to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT and CITY for review and, if appropriate, approval, as determined by DISTRICT and CITY in their reasonable discretion. DISTRICT and CITY shall review the individual's qualifications and experience and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be

authorized to act on DISTRICT's and CITY's behalf on all PROJECT construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.3., exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars (\$10,000) shall be retained on account.

6. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT or CITY designated legal holidays, unless otherwise approved in writing by DISTRICT and CITY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written request for permission to DISTRICT and CITY to work the additional hours. The request shall be submitted to DISTRICT and CITY at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT and CITY, whose respective decisions can be given in their sole discretion and shall be final. If permission is granted by DISTRICT and CITY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside, as well as CITY's applicable fee schedule and/or other related ordinance or regulation. Notwithstanding the foregoing, should DISTRICT agree to provide inspection and management services to CITY pursuant to a request by CITY under Section II.11. and Section III.3., above, CITY can also agree to not require its consent under this section.

7. INDEMNIFICATION OBLIGATIONS.

- i. Developer Indemnification of DISTRICT and the County of Riverside. DEVELOPER shall indemnify and hold harmless DISTRICT and the County of Riverside, 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 "DISTRICT 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 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), DISTRICT 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 and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to DISTRICT INDEMNITEES as set forth herein.

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

- ii. DEVELOPER INDEMNIFICATION OF CITY. DEVELOPER shall indemnify and hold harmless CITY (including its governing bodies, agencies, districts, special districts and departments, their respective directors, officers, councilmembers, elected and appointed officials, employees, agents and representatives [collectively CITY INDEMNITEES]) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to this Agreement, or DEVELOPER's (including its officers,

employees, subcontractors and agents) actual or alleged acts or omissions related to this Agreement, DEVELOPER's performance under this Agreement, or DEVELOPER's 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. 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), CITY INDEMNITEES with legal counsel reasonably satisfactory to CITY in any claim proceeding or action for which indemnification is required. If DEVELOPER fails to meet its indemnification obligation, CITY shall have the right, but not the obligation, to do so with counsel of their own choosing, with no right of approval by DEVELOPER and, if it does, DEVELOPER shall promptly pay CITY's full cost thereof, with payments made at least on a monthly basis.

DEVELOPER's indemnification obligations as to CITY INDEMNITEES shall be satisfied when DEVELOPER has provided to CITY a form of dismissal regarding any liability for the claim, proceeding or action involved, and CITY determines that the form of

dismissal is adequate in their sole and absolute discretion. Notwithstanding the foregoing, DEVELOPER shall enter into no settlement agreement or final resolution of any pending claim covered under this subsection, without CITY's prior written approval.

- iii. Should DISTRICT and CITY fail to agree with the implementation of this section or if a pending claim pertains to only one of the two Parties, DEVELOPER shall be required to comply with this section as to DISTRICT and CITY individually.
- iv. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless DISTRICT INDEMNITEES and CITY INDEMNITEES from third party claims.
- v. 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 DISTRICT INDEMNITEES and CITY INDEMNITEES to the fullest extent allowed by law.

8. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the County of Riverside and CITY (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 or the County of Riverside or their 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 (i) the acceptance of ownership, operation and maintenance of DISTRICT ULTIMATE FACILITIES by DISTRICT and (ii) the acceptance of INTERIM LINE A for operation and maintenance by DISTRICT.

9. 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.

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

11. 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:

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

To CITY: City of Menifee  
29844 Haun Road  
Menifee, CA 92586  
Attn: Yolanda Macalalad, Assistant City Engineer, Land  
Development Section

To DEVELOPER: WOODSIDE 05S, LP  
1250 Corona Pointe, Suite 500  
Corona, CA 92879  
Attn: Chris Chambers

12. 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.

13. This Agreement is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel; as such, the authorship of this Agreement 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. Likewise, any uncertainty or ambiguity in this Agreement shall not be construed against CITY because CITY participated in the preparation of this Agreement.

14. The rights, obligations and releases (including the indemnification obligations) of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

15. DEVELOPER shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the unanimous 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.

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

17. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter 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.

18. 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

February 8, 2022.  
(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, Chair  
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   
Deputy County Counsel  
Michelle Clark

By   
Deputy

(SEAL)

Amended and Restated Cooperative Agreement  
Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113  
Tract No. 28859  
10/14/2021  
RMI:blm

RECOMMENDED FOR APPROVAL:

**CITY OF MENIFEE**

By \_\_\_\_\_  
NICK FIDLER  
City Engineer

By \_\_\_\_\_  
ARMANDO G. VILLA  
City Manager

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
JEFFREY T. MELCHING  
City Attorney

By \_\_\_\_\_  
SARAH MANWARING  
City Clerk

(SEAL)

Amended and Restated Cooperative Agreement  
Salt Creek – La Ladera Road Storm Drain, Stage 3  
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Project Nos. 4-0-00144 and 4-0-00113  
Tract No. 28859  
10/14/2021  
RMI:blm



**WOODSIDE O5S, LP,**  
a California limited partnership  
By WDS GP, Inc.  
a California corporation,  
its Manager

By   
CHRIS CHAMBERS  
Vice President

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Amended and Restated Cooperative Agreement  
Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113  
Tract No. 28859  
10/14/2021  
RMI:blm

**CALIFORNIA 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

Nov 12 2021

Date

before me,

Denise Jove Notary Public

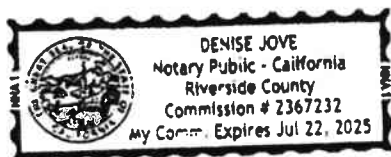
Here Insert Name and Title of the Officer

personally appeared

Chris Chambers

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 Jove

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 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: \_\_\_\_\_

## Exhibit A

### **LEGAL DESCRIPTION**

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

LOTS 1 THROUGH 165, INCLUSIVE, AND LOTS A THROUGH O, INCLUSIVE, OF TRACT NO. 28859, IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 431, PAGES 66 THROUGH 81 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

### COOPERATIVE AGREEMENT

Salt Creek – La Ladera Road Storm Drain, Stage 3

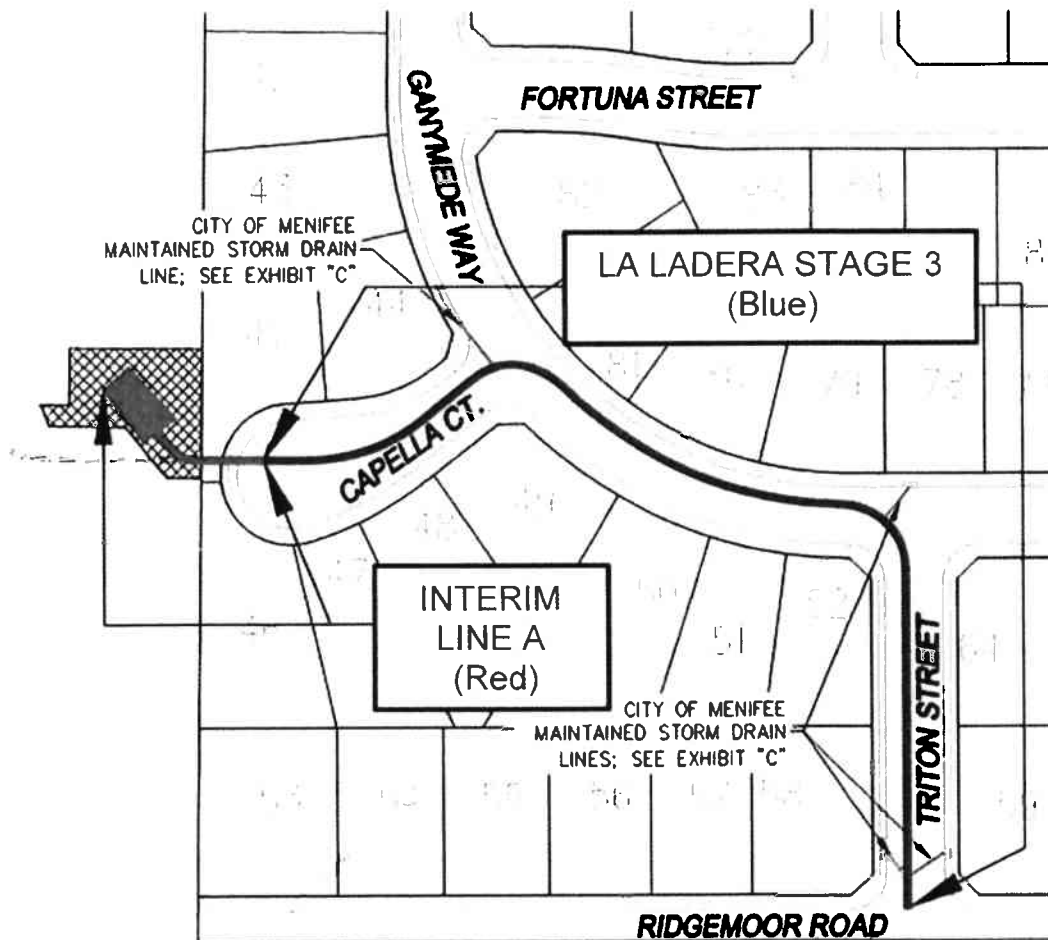
Salt Creek – Ridgemoor Road Storm Drain, Stage 4

Project Nos. 4-0-00144 and 4-0-00113

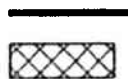
Tract No. 28859

Page 1 of 1

## Exhibit B



### LEGEND



STORM DRAIN PIPE MAINTAINED BY RIVERSIDE COUNTY  
FLOOD CONTROL & WATER CONSERVATION DISTRICT  
INLET AND RIP-RAP MAINTAINED BY RIVERSIDE COUNTY  
FLOOD CONTROL & WATER CONSERVATION DISTRICT

### COOPERATIVE AGREEMENT

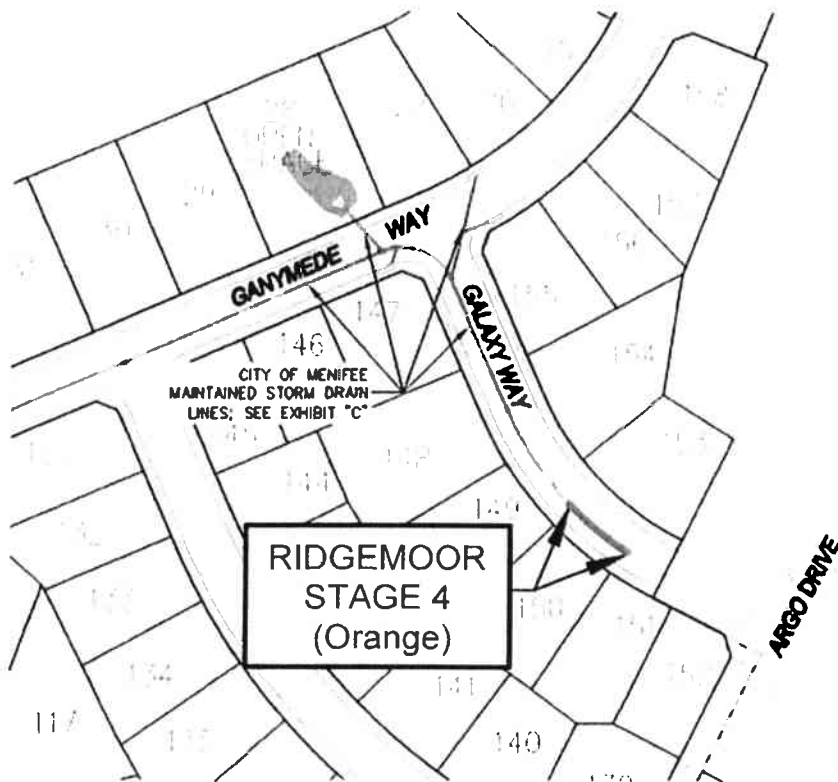
Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4

Project Nos. 4-0-00144 and 4-0-00113

Tract No. 28859

Page 1 of 2

## Exhibit B



### LEGEND

— STORM DRAIN PIPE MAINTAINED BY RIVERSIDE COUNTY  
FLOOD CONTROL & WATER CONSERVATION DISTRICT



### COOPERATIVE AGREEMENT

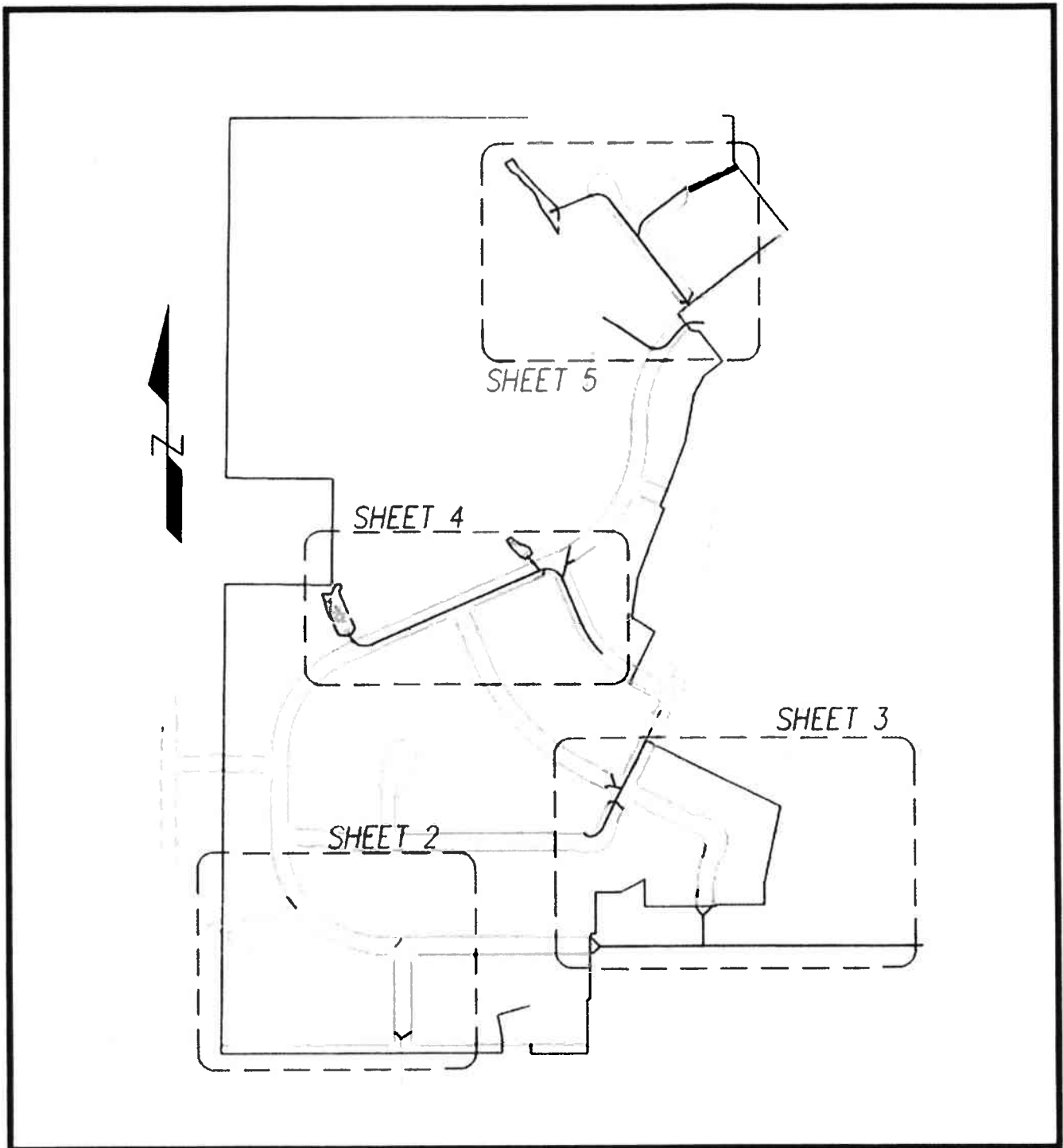
Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4

Project Nos. 4-0-00144 and 4-0-00113

Tract No. 28859

Page 2 of 2

## Exhibit C



### COOPERATIVE AGREEMENT

Salt Creek – La Ladera Road Storm Drain, Stage 3

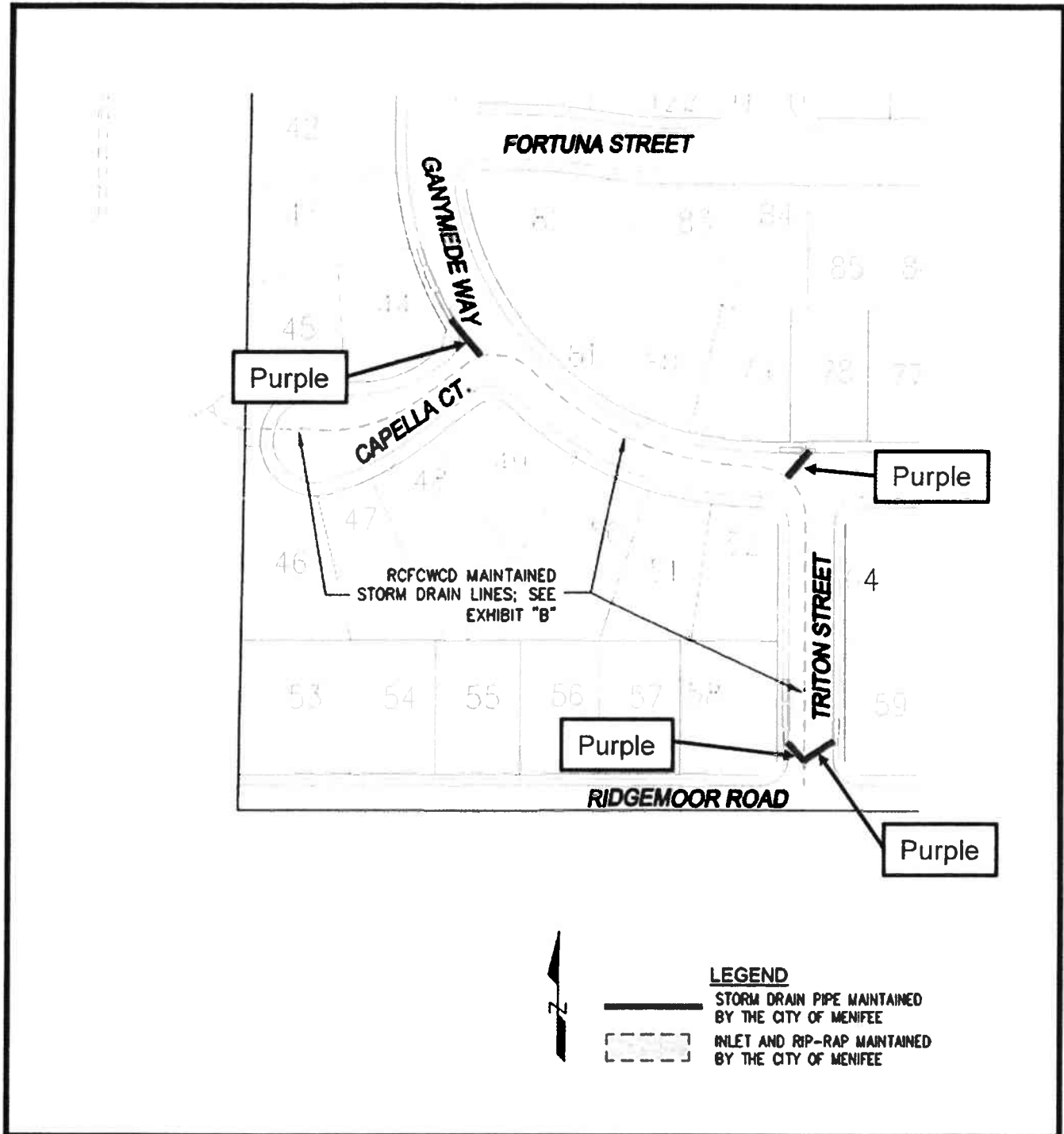
Salt Creek – Ridgemoor Road Storm Drain, Stage 4

Project Nos. 4-0-00144 and 4-0-00113

Tract No. 28859

Sheet 1 of 5

## Exhibit C



### COOPERATIVE AGREEMENT

Salt Creek – La Ladera Road Storm Drain, Stage 3

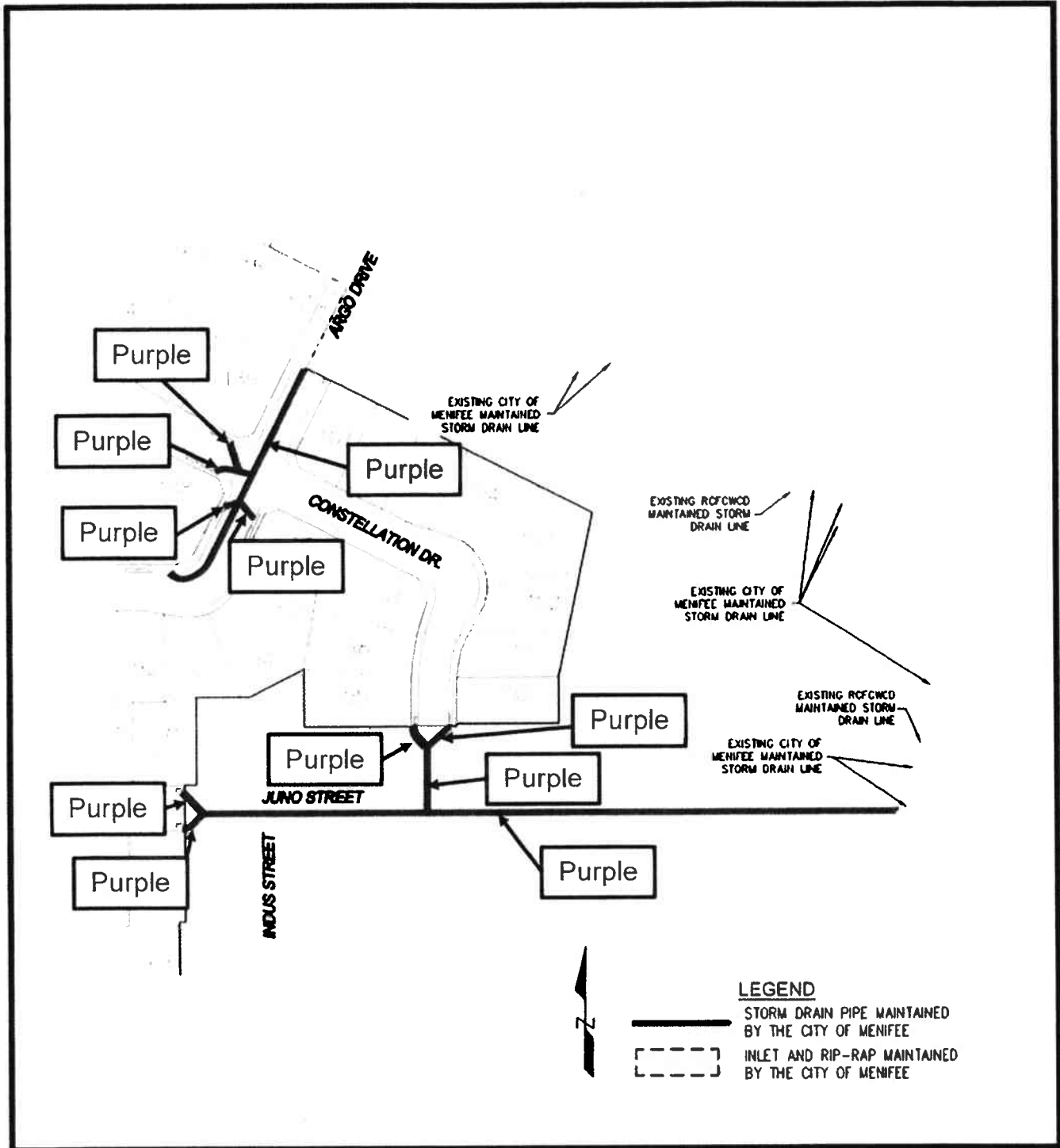
Salt Creek – Ridgemoor Road Storm Drain, Stage 4

Project Nos. 4-0-00144 and 4-0-00113

Tract No. 28859

Sheet 2 of 5

## Exhibit C



### COOPERATIVE AGREEMENT

Salt Creek - La Ladera Road Storm Drain, Stage 3

Salt Creek - Ridgemoor Road Storm Drain, Stage 4

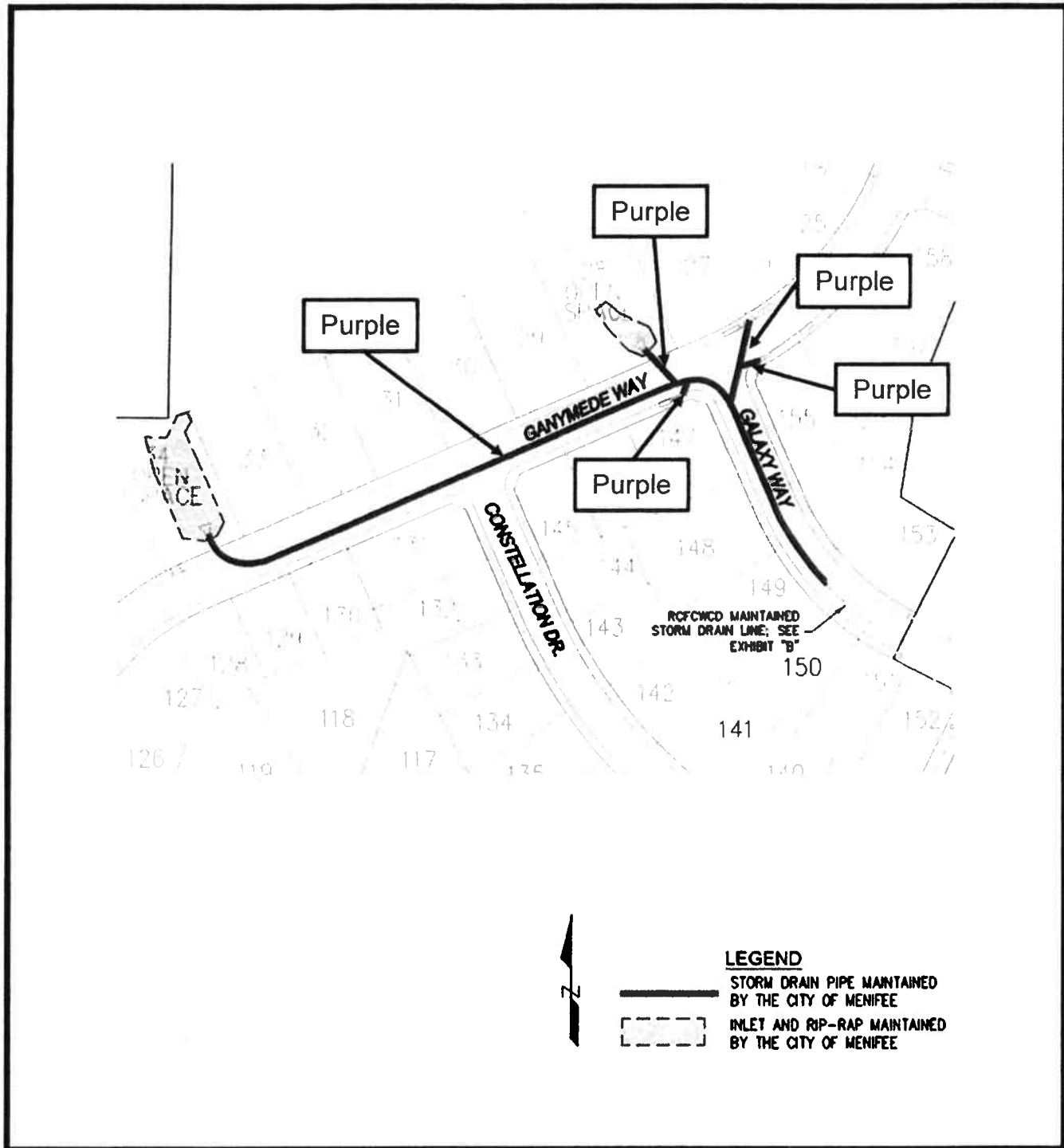
Project Nos. 4-0-00144 and 4-0-00113

Tract No. 28859

Sheet 3 of 5



## Exhibit C



### COOPERATIVE AGREEMENT

Salt Creek - La Ladera Road Storm Drain, Stage 3

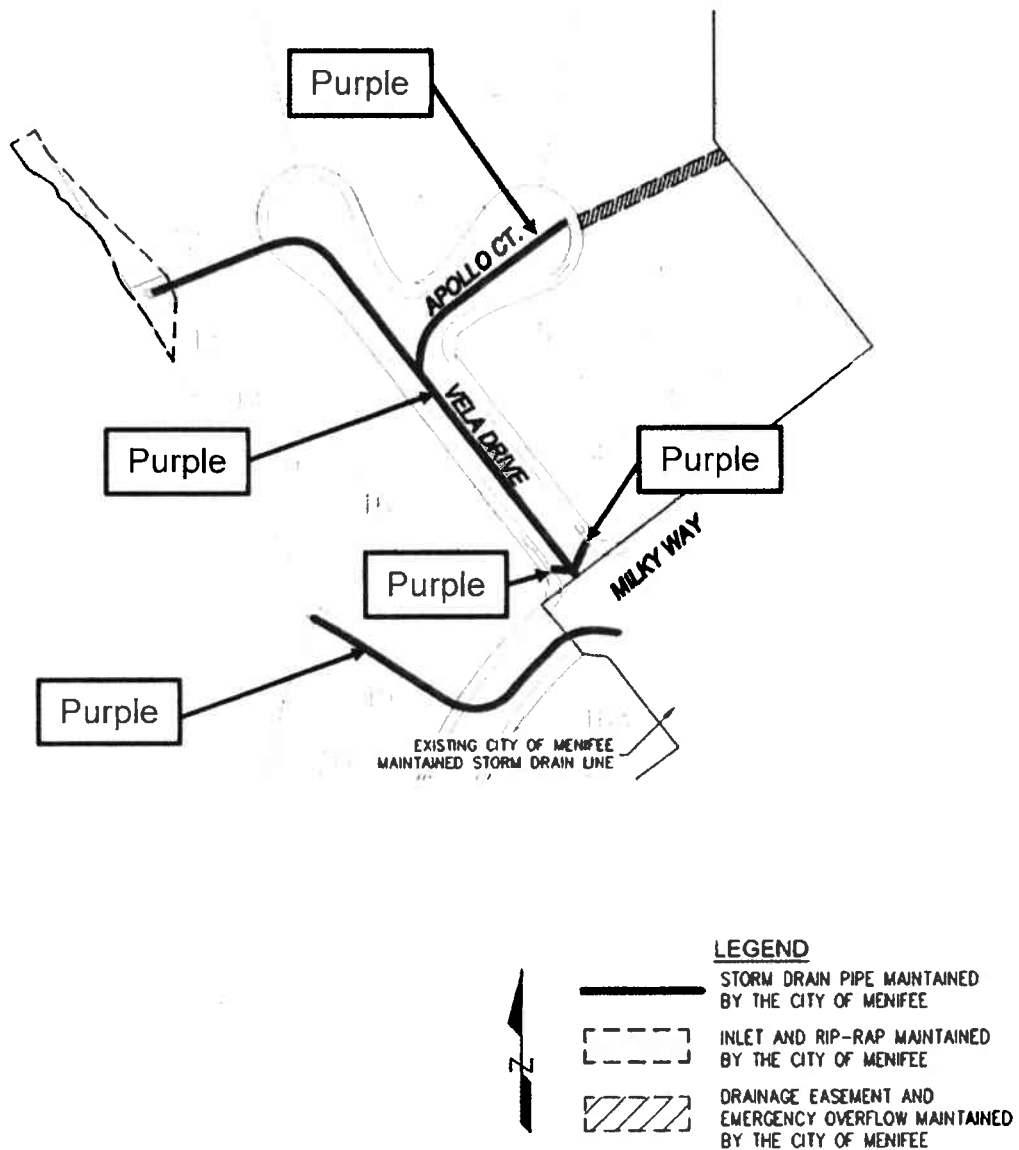
Salt Creek - Ridgemoor Road Storm Drain, Stage 4

Project Nos. 4-0-00144 and 4-0-00113

Tract No. 28859

Sheet 4 of 5

## Exhibit C



### COOPERATIVE AGREEMENT

Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4

Project Nos. 4-0-00144 and 4-0-00113

Tract No. 28859

Sheet 5 of 5

## **Exhibit D**

### **DISTRICT's and CITY's Required Insurance is as follows:**

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT or CITY harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages 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 the Riverside County Flood Control and Water Conservation District, the County of Riverside, and CITY.

#### **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,

### **COOPERATIVE AGREEMENT**

Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4

Project Nos. 4-0-00144 and 4-0-00113

Tract No. 28859

Page 1 of 7

## **Exhibit D**

covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Additionally, Commercial General Liability insurance no less broad than ISO form CG 00 01. Policy shall name DISTRICT and CITY and 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. Policy's limit of liability shall not be less than \$5,000,000 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. DISTRICT and CITY must be an additional insured for liability arising out of ongoing and completed operations by or on behalf of DEVELOPER. DISTRICT and CITY shall continue to be an additional insured for completed operations for two years after completion of the work. If DEVELOPER maintains higher limits than the specified minimum limits, DISTRICT and CITY require and shall be entitled to coverage for the higher limits maintained by DEVELOPER.

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

### **COOPERATIVE AGREEMENT**

Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4

Project Nos. 4-0-00144 and 4-0-00113

Tract No. 28859

Page 2 of 7

## **Exhibit D**

than two (2) times the occurrence limit. Policy shall name DISTRICT and CITY and 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 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, which shall be reasonably acceptable to DISTRICT and CITY.

### **COOPERATIVE AGREEMENT**

Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113  
Tract No. 28859  
Page 3 of 7

## **Exhibit D**

### **F. General Insurance Provisions – All Lines:**

- i. 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 and CITY. If the DISTRICT's Risk Manager and CITY waive a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii. 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 and CITY before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT or CITY and at the election of CITY or 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.
- iii. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT and CITY with 1) a properly executed original certificate(s) of insurance and certified original copies of

### **COOPERATIVE AGREEMENT**

Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113  
Tract No. 28859  
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## **Exhibit D**

endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by CITY or 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 DISTRICT and CITY 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.

- iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT and CITY receive, 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.

### **COOPERATIVE AGREEMENT**

Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113  
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## **Exhibit D**

- v. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's and CITY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. 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 and CITY reserve 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 CITY's or the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.
- vii. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of contractors and subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT and CITY.
- ix. DEVELOPER agrees to notify DISTRICT and CITY 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.

### **COOPERATIVE AGREEMENT**

Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113

Tract No. 28859

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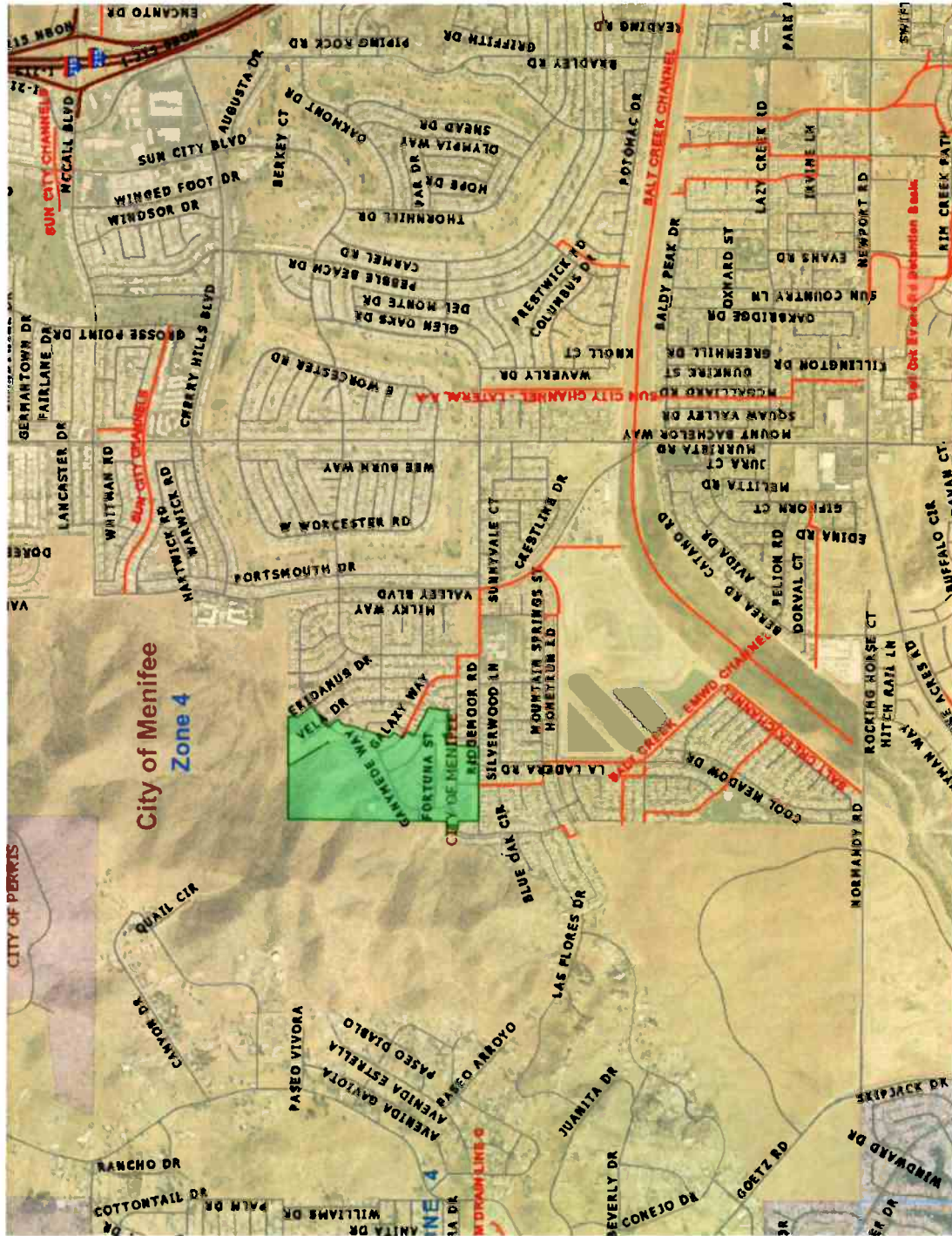
## **Exhibit D**

DEVELOPER hereby agrees to waive rights of subrogation which any insurer of DEVELOPER may acquire from DEVELOPER by virtue of the payment of any loss. DEVELOPER agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY or DISTRICT has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County of Riverside, CITY, and the Riverside County Flood Control and Water Conservation District for all work performed by the DEVELOPER, its employees, agents, contractors and subcontractors.

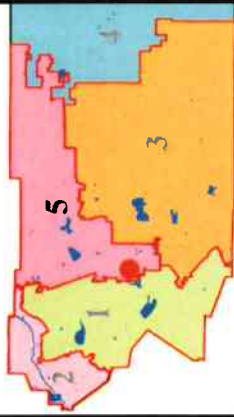
The insurance required by this section must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the DEVELOPER must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

### **COOPERATIVE AGREEMENT**

Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113  
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City of Menifee  
Zone 4



Supervisor Districts

LEGEND:

- Project Vicinity
- Supervisorial District

DESCRIPTION:

Tract No. 28859

Salt Creek – La Ladera Road Storm  
Drain, Stage 3  
Project No. 4-0-00144

Salt Creek Ridgemoor Road Storm  
Drain, Stage 4  
Project No. 4-0-00113



Attachment 1

VICINITY MAP

AMENDED AND RESTATED COOPERATIVE AGREEMENT

Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113  
Tract No. 28859

This Amended and Restated Cooperative Agreement ("Agreement"), dated as of February 8, 2022, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Menifee, a California municipal corporation ("CITY"), and Woodside 05S, LP, a California limited partnership ("DEVELOPER") (together, "the Parties").

RECITALS

A. On July 15, 2008 [DISTRICT's Board Agenda Item No. 11.2], DISTRICT, the County of Riverside and OTI – Oak Hills, L.P. ("PREVIOUS DEVELOPER") entered into a certain cooperative agreement, which was recorded as Document No. 2008 – 0460063 in the Official Records of the County of Riverside, hereinafter referred to as "PREVIOUS AGREEMENT".

B. PREVIOUS AGREEMENT set forth the Parties' respective rights and obligations concerning PREVIOUS DEVELOPER's proposed design and construction of certain flood control and drainage facilities required as a condition of approval for Tract No. 28859 located in western Riverside County, State of California; and

C. The legal description of Tract No. 28859 is provided in Exhibit "A", attached hereto and made a part hereof. The real property located within this legal description is hereinafter referred to as "PROPERTY"; and

D. Subsequent to the execution of said PREVIOUS AGREEMENT on October 1, 2008, CITY was incorporated; and

E. PREVIOUS DEVELOPER submitted Tract Map No. 28859 for approval. Tract Map No. 28859 was recorded on December 24, 2008; and

F. To date, PREVIOUS DEVELOPER has not constructed the Salt Creek – La Ladera Road Storm Drain, Stage 3 or Salt Creek – Ridgemoor Road Storm Drain, Stage 4 required by PREVIOUS AGREEMENT; and

G. PREVIOUS DEVELOPER has ceased operation of its business; and

H. Pursuant to a certain Grant Deed dated March 1, 2011, Menifee 28859 LLC, a California limited liability company, acquired fee title to PROPERTY from PREVIOUS DEVELOPER; and

I. Pursuant to a certain Grant Deed dated February 14, 2019, DEVELOPER has acquired fee title to PROPERTY from Menifee 28859 LLC; and

J. DISTRICT, CITY and DEVELOPER now desire to enter into this Agreement with the intent that this Agreement shall supersede the terms of PREVIOUS AGREEMENT; and

K. As a condition of approval for Tract No. 28859, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

L. The required flood control facilities and drainage improvements, as shown on District Drawing No. 4-0890, include the construction of:

a. Line A ("LA LADERA STAGE 3")

Approximately 800 lineal feet of underground storm drain system, as shown in concept in blue on Exhibit "B", attached hereto and made a part hereof. At its downstream terminus, LA LADERA STAGE 3 will connect to DISTRICT's existing Salt Creek – La

Ladera Road Storm Drain, Stage 2 facility ("EXISTING LA LADERA STAGE 2"), as shown on District Drawing No. 4-0780; and

b. Line B ("RIDGEMOOR STAGE 4")

Approximately 70 lineal feet of underground storm drain system, as shown in concept in orange on Exhibit "B". At its downstream terminus, RIDGEMOOR STAGE 4 will connect to DISTRICT's existing Salt Creek – Ridgemoor Road Storm Drain, Stage 3 facility ("EXISTING RIDGEMOOR STAGE 3"), as shown on District Drawing No. 4-0795; and

c. All safety devices requested by DISTRICT, including, but not limited to, concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER and subject to DISTRICT's inspection and approval.

d. Altogether, LA LADERA STAGE 3, RIDGEMOOR STAGE 4 and SAFETY DEVICES are hereinafter called "DISTRICT ULTIMATE FACILITIES"; and

M. To construct LA LADERA STAGE 3, DEVELOPER must remove certain portions of DISTRICT's EXISTING LA LADERA STAGE 2; and

N. To construct RIDGEMOOR STAGE 4, DEVELOPER must remove certain portions of DISTRICT's EXISTING RIDGEMOOR STAGE 3; and

O. Associated with the construction of LA LADERA STAGE 3 is the construction of approximately 60 lineal feet of underground storm drain system and inlet

structure with riprap and a trash rack ("INTERIM LINE A"), as shown in concept in red on Exhibit "B", including the associated maintenance access road with turnaround, gate and fencing. At its downstream terminus, INTERIM LINE A will connect to LA LADERA STAGE 3. INTERIM LINE A is to be operated and maintained by DISTRICT until the proposed ultimate Salt Creek – La Ladera Road Storm Drain, Stage 4 facility ("LA LADERA STAGE 4") is constructed and accepted by DISTRICT for ownership, operation and maintenance; and

P. Altogether, DISTRICT ULTIMATE FACILITIES and INTERIM LINE A are hereinafter called "DISTRICT FACILITIES"; and

Q. Associated with the construction of DISTRICT FACILITIES are the construction of certain curbs and gutters, catch basins, inlets, outlets, water quality features, cutoff walls, connector pipes and various storm drains that are thirty-six inches (36") or less in diameter that are located within CITY held easements or rights of way, hereinafter called "APPURTENANCES", which are defined in District Drawing No. 4-0890. The various connector pipes and storm drains to be owned, operated and maintained by CITY are shown in concept in purple on Exhibit "C", attached hereto and made a part hereof. Together, DISTRICT FACILITIES and APPURTENANCES are hereinafter called "PROJECT"; and

R. On or about November 1, 2019, DISTRICT and DEVELOPER entered into a Right of Entry and Inspection Agreement that authorized DEVELOPER to construct DISTRICT FACILITIES. Pursuant to the Right of Entry and Inspection Agreement, DEVELOPER has constructed PROJECT; and

S. DEVELOPER and CITY desire DISTRICT to accept (i) responsibility for the operation and maintenance of INTERIM LINE A and (ii) ownership and responsibility for the operation and maintenance of DISTRICT ULTIMATE FACILITIES. Therefore, DISTRICT

must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect the construction of DISTRICT FACILITIES; and

T. DEVELOPER and DISTRICT desire CITY to accept ownership and responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect and approve the construction of the PROJECT; and

U. DISTRICT is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of DISTRICT FACILITIES, (iii) assume responsibility for the operation and maintenance of INTERIM LINE A until LA LADERA STAGE 4 is constructed and (iv) assume ownership and responsibility for the operation and maintenance of DISTRICT ULTIMATE FACILITIES, provided DEVELOPER (a) complies with this Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications, (c) obtains and conveys to DISTRICT all rights of way necessary for the inspection, operation and maintenance of DISTRICT FACILITIES as set forth herein and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts (1) ownership and responsibility for the operation and maintenance of DISTRICT ULTIMATE FACILITIES and (2) responsibility for the operation and maintenance of INTERIM LINE A and CITY accepts ownership and responsibility for operation and maintenance of APPURTENANCES; and

V. CITY is willing to (i) review and approve DEVELOPER's plans and specifications for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold faithful performance and payment bonds submitted by DEVELOPER for DISTRICT FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT



FACILITIES within CITY rights of way subject to the terms of this Agreement and (v) accept ownership and responsibility for the operation and maintenance of APPURTENANCES, provided DEVELOPER (a) complies with this Agreement, (b) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications, (c) obtains and conveys to CITY all rights of way necessary for the inspection, operation and maintenance of APPURTENANCES as set forth herein and (d) accepts ownership and responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts (1) ownership and responsibility for the operation and maintenance of DISTRICT ULTIMATE FACILITIES and (2) responsibility for the operation and maintenance of INTERIM LINE A, and CITY accepts ownership and responsibility for the operation and maintenance of APPURTENANCES; and

W. Pursuant to Water Code Appendix Section 10, the Board of Supervisors of the County of Riverside is designated as and is empowered to act as ex officio the Board of Supervisors of DISTRICT, therefore, the County of Riverside is included as an indemnified party.

X. For the purposes of this Agreement, the term "CITY" shall mean and refer to the City of Menifee, including its governing bodies, agencies, districts, special districts and departments, their respective directors, councilmembers, officers, elected and appointed officials, employees, agents and representatives.

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

#### SECTION I

DEVELOPER shall:



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

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

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

4. Deposit with CITY, at the time of providing written notice to DISTRICT and CITY of the start of PROJECT construction as set forth in Section I.8., the estimated cost of providing construction inspection for PROJECT, in an amount as determined and approved by CITY in accordance with CITY's municipal code and regulations. If at any time the costs exceed the deposit or are anticipated by CITY to exceed the deposit with CITY, DEVELOPER shall pay

such additional amount(s), as deemed reasonably necessary by CITY to complete inspection of PROJECT, within thirty (30) days after receipt of billing from CITY.

5. Secure, at its sole cost and expense, all necessary licenses, agreements, permits and rights of entry as may be needed for the construction, inspection, operation and maintenance of PROJECT. DEVELOPER shall furnish DISTRICT and CITY, at the time of providing written notice to DISTRICT and CITY of the start of construction as set forth in Section I.8., or not less than twenty (20) days prior to recordation of the final map for Tract No. 28859 or any phase thereof, whichever occurs first, with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits and rights of entry, as determined and approved by DISTRICT and CITY.

6. Prior to commencing construction, furnish DISTRICT and CITY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents 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 ("REGULATORY PERMITS").

7. Provide CITY, at the time of providing written notice to DISTRICT and CITY of the start of construction as set forth in Section I.8. or not less than twenty (20) days prior to recordation of the final map for Tract No. 28859 or any phase thereof, whichever occurs first, with faithful performance and payment bonds, each in the amount of one hundred percent (100%) of the estimated cost for construction of DISTRICT FACILITIES and APPURTENANCES as determined by DISTRICT and CITY, respectively. The surety, amount and form of the bonds shall be subject to the approval of DISTRICT and CITY. The bonds shall remain in full force

and effect until DISTRICT FACILITIES and APPURTENANCES are accepted by DISTRICT and CITY respectively as complete; at which time, the bond amount may be reduced to ten percent (10%) for a period of one year to guarantee against any defective work, labor or materials.

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

9. 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.

10. Obtain and provide DISTRICT (Attention: Real Estate Services Section), at the time of providing written notice to DISTRICT and CITY of the start of construction as set forth in Section I.8., or not less than twenty (20) days prior to the recordation of the final map for Tract No. 28859, with duly executed Irrevocable Offers(s) of Dedication to the public for flood control and drainage purposes, including ingress and egress, for the rights of way deemed necessary by DISTRICT for the construction, inspection, operation and maintenance of DISTRICT FACILITIES. The Irrevocable Offer(s) of Dedication shall be in a form approved by DISTRICT and shall be executed by all legal and equitable owners of the property described in the offer(s).

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

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

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

14. Furnish DISTRICT with final mylar plans ("RECORD DRAWINGS") for PROJECT, and assign their ownership to DISTRICT prior to the start on any portion of PROJECT construction.

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

16. Comply with all Cal/OSHA safety regulations, including, but not limited to, regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY employees on the site.

17. Furnish DISTRICT and CITY, at the time of providing written notice to DISTRICT and CITY of the start of construction as set forth in Section I.8., 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 and CITY prior to the issuance of a Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY's approval.

18. DEVELOPER shall not commence operations until DISTRICT and CITY 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. Prior to DISTRICT issuing a Notice to Proceed to DEVELOPER and/or DEVELOPER's construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT and CITY. At minimum, the procured insurance coverages should adhere to DISTRICT's and CITY's required insurance provided in Exhibit "D", 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 and CITY, at their individual sole discretion, to provide written notice to DEVELOPER that either DISTRICT or CITY will no longer be required to perform their obligations hereunder, nor accept responsibility for ownership, operation and maintenance of PROJECT due, either in whole or in part, to said breach of this Agreement.

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

20. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice that

PROJECT construction is substantially complete and requesting that DISTRICT conduct a final inspection of DISTRICT FACILITIES and CITY conduct a final inspection of PROJECT.

21. If right of way conveyance to DISTRICT is required, upon completion of PROJECT construction, and upon acceptance by CITY of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of (i) DISTRICT ULTIMATE FACILITIES for ownership, operation and maintenance and (ii) INTERIM LINE A for operation and maintenance, convey or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, or grant deed(s) of fee title where appropriate.

22. At the time of recordation of the conveyance document(s) as set forth in Section I.21., furnish DISTRICT with policies of title insurance, each in the amount of not less than (i) fifty percent (50%) of the estimated fee value, as determined by DISTRICT, for each easement parcel to be conveyed to DISTRICT or (ii) one hundred percent (100%) of the estimated value, as determined by DISTRICT, for each fee parcel to be conveyed to DISTRICT, guaranteeing DISTRICT's interest in said property as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded), and except those which, in the sole discretion of DISTRICT, are acceptable.

23. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as (i) DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT ULTIMATE FACILITIES, (ii) DISTRICT accepts responsibility for the operation and maintenance of INTERIM LINE A and (iii) CITY accepts ownership and responsibility for the operation and maintenance of APPURTENANCES.

24. Accept all liability whatsoever associated with the ownership, operation and maintenance of PROJECT until such time as (i) DISTRICT ULTIMATE FACILITIES are

formally accepted by DISTRICT for ownership, operation and maintenance, (ii) INTERIM LINE A is formally accepted by DISTRICT for operation and maintenance and (iii) APPURTENANCES are formally accepted by CITY for ownership, operation and maintenance.

25. 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.

26. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of (i) DISTRICT ULTIMATE FACILITIES for ownership, operation and maintenance and (ii) INTERIM LINE A for operation and maintenance and CITY acceptance of APPURTENANCES 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 and CITY with a redlined RECORD DRAWINGS copy of PROJECT plans. After DISTRICT and CITY approval of the redlined RECORD DRAWINGS, DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original RECORD DRAWINGS at DISTRICT's office, after which the engineer shall review, stamp and sign the original PROJECT engineering plans RECORD DRAWINGS.

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

## SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.
2. Provide CITY an opportunity to review and, if CITY deems appropriate in its sole and absolute discretion, approve IMPROVEMENT PLANS prior to DISTRICT's final approval. DISTRICT shall not approve IMPROVEMENT PLANS until CITY has provided its approval pursuant to this Section.
3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.
4. If applicable, record or cause to be recorded the Irrevocable Offer(s) of Dedication pursuant to Section I.10. Neither this section nor Section I.10. restricts CITY's ability to require any other lawful Irrevocable Offer(s) of Dedication from DEVELOPER.
5. Inspect construction of DISTRICT FACILITIES.
6. Keep an accurate accounting of all DISTRICT costs associated with the review and approval of IMPROVEMENT PLANS, the review and approval of right of way and conveyance documents, and the processing and administration of this Agreement.
7. 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.3., exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.



8. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, PROJECT 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.

9. Accept (a) ownership and sole responsibility for the operation and maintenance of DISTRICT ULTIMATE FACILITIES and (b) sole responsibility for the operation and maintenance of INTERIM LINE A from DEVELOPER upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.20., (ii) DISTRICT acceptance of DISTRICT FACILITIES construction as being complete, (iii) DISTRICT receipt of stamped and signed RECORD DRAWINGS of PROJECT plans, as set forth in Section I.26., (iv) DISTRICT acceptance of all rights of way as deemed necessary by DISTRICT and CITY for the ownership, operation, and maintenance of DISTRICT FACILITIES and APPURTENANCES, (v) CITY acceptance of APPURTENANCES for ownership, operation, and maintenance and (vi) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

10. Provide CITY with a reproducible duplicate copy of RECORD DRAWINGS of PROJECT plans within ten (10) days of receipt.

11. In the event CITY wishes to utilize DISTRICT's construction inspection, materials testing and construction survey services, and CITY provides DISTRICT with a written request for such services under Section III.3., DISTRICT shall provide a timely response whether or not they have the resources to perform such services. If DISTRICT wishes to provide such services, DISTRICT shall provide all necessary construction inspection, materials testing and construction survey services for PROJECT and assist CITY as needed with the administration of

PROJECT's construction contract. DISTRICT hereby agrees to pay all DISTRICT costs associated with the inspection of PROJECT construction, as set forth herein.

### SECTION III

CITY shall:

1. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.
2. Accept CITY 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 or cause PROJECT's construction to be inspected by its construction manager, to be reimbursed by DEVELOPER. In the event CITY wishes to utilize DISTRICT's construction inspection, materials testing and construction survey services, CITY shall provide DISTRICT with a written request (Attn: Construction Management) for such services pursuant to Section II.11, above.
4. Upon request by DISTRICT, CITY shall review any requested Irrevocable Offer(s) of Dedication in connection with PROJECT, and accept any such Irrevocable Offers of Dedication on behalf of DISTRICT. In the same action, CITY shall immediately convey the property interest(s) associated with the requested Irrevocable Offer(s) of Dedication to DISTRICT via quitclaim or other similar conveyance document, which shall be prepared by DISTRICT. DISTRICT shall be deemed to have accepted the property interest(s) associated with the requested Irrevocable Offer(s) of Dedication upon the recordation of the conveyance document.
5. Grant DISTRICT, by execution of this Agreement, the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way, provided DISTRICT

(including its employees, supervisors, agents, contractors, and anyone else operating under their direction) exercises such right(s) in a safe and reasonable manner that does not adversely impact the public health and safety.

6. Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon (i) CITY inspection of PROJECT in accordance with Section I.20., (ii) CITY and DISTRICT acceptance of PROJECT construction as being complete, (iii) CITY receipt of signed reproducible duplicate copy of RECORD DRAWINGS of PROJECT plans, as set forth in Section II.10., (iv) CITY acceptance of all rights of way as deemed necessary by DISTRICT and CITY for the ownership, operation, and maintenance of DISTRICT FACILITIES and APPURTENANCES and the (v) CITY's sole determination that PROJECT is in a satisfactorily maintained condition. In addition to the foregoing, CITY's acceptance under this section shall not be effective until DISTRICT's acceptance of DISTRICT FACILITIES as provided in Section II, above. As such, until DISTRICT accepts DISTRICT FACILITIES, the ownership and maintenance obligations regarding APPURTENANCES shall be the sole responsibility of DEVELOPER.

7. Release occupancy permits in accordance with the approved conditions of approval.

8. Notwithstanding any of the foregoing, prior to accepting ownership of APPURTENANCES, PROJECT shall be in a satisfactorily maintained condition as solely determined by CITY. If, subsequent to the inspection and in the sole discretion of CITY, APPURTENANCES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

9. Upon DISTRICT and CITY 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 portion of DISTRICT FACILITIES is 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 by the Parties hereto that:

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

2. CITY and DEVELOPER personnel may observe and inspect all work being done on PROJECT, but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT. Prior to any communication with DEVELOPER under this section, DISTRICT and CITY personnel shall meet and confer, and agree to all communications conveyed to DEVELOPER. If DISTRICT and CITY should disagree as to the content of any particular communication, DISTRICT personnel agree to communicate CITY comments to DEVELOPER in addition to DISTRICT comments.

3. DEVELOPER shall complete construction of PROJECT within twelve (12) consecutive months after execution of this Agreement and within one hundred twenty (120) consecutive calendar days after commencing work on PROJECT. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining

work and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

4. If DEVELOPER fails to commence construction of PROJECT within nine (9) months after execution of this Agreement, then DISTRICT and CITY reserve the right to withhold issuance of the Notice(s) to Proceed pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT and CITY of the start of construction as set forth in Section I.8. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES or CITY's ability to operate and maintain APPURTENANCES, DISTRICT or CITY may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT or CITY. Under no circumstances shall either DISTRICT or CITY be allowed to modify IMPROVEMENT PLANS without the consent of the other.

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

In the event DEVELOPER wishes to expedite issuance of the Notice(s) to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT and CITY for review and, if appropriate, approval, as determined by DISTRICT and CITY in their reasonable discretion. DISTRICT and CITY shall review the individual's qualifications and experience and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be

authorized to act on DISTRICT's and CITY's behalf on all PROJECT construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.3., exceeds ten thousand dollars (\$10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of ten thousand dollars (\$10,000) shall be retained on account.

6. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT or CITY designated legal holidays, unless otherwise approved in writing by DISTRICT and CITY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on holidays, DEVELOPER shall make a written request for permission to DISTRICT and CITY to work the additional hours. The request shall be submitted to DISTRICT and CITY at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT and CITY, whose respective decisions can be given in their sole discretion and shall be final. If permission is granted by DISTRICT and CITY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with Ordinance Nos. 671 and 749, including any amendments thereto, of the County of Riverside, as well as CITY's applicable fee schedule and/or other related ordinance or regulation. Notwithstanding the foregoing, should DISTRICT agree to provide inspection and management services to CITY pursuant to a request by CITY under Section II.11. and Section III.3., above, CITY can also agree to not require its consent under this section.

7. INDEMNIFICATION OBLIGATIONS.

- i. Developer Indemnification of DISTRICT and the County of Riverside. DEVELOPER shall indemnify and hold harmless DISTRICT and the County of Riverside, 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 "DISTRICT 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 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), DISTRICT 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 and the County of Riverside; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DEVELOPER's indemnification obligations to DISTRICT INDEMNITEES as set forth herein.

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

- ii. DEVELOPER INDEMNIFICATION OF CITY. DEVELOPER shall indemnify and hold harmless CITY (including its governing bodies, agencies, districts, special districts and departments, their respective directors, officers, councilmembers, elected and appointed officials, employees, agents and representatives [collectively CITY INDEMNITEES]) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to this Agreement, or DEVELOPER's (including its officers,



employees, subcontractors and agents) actual or alleged acts or omissions related to this Agreement, DEVELOPER's performance under this Agreement, or DEVELOPER's 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. 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), CITY INDEMNITEES with legal counsel reasonably satisfactory to CITY in any claim proceeding or action for which indemnification is required. If DEVELOPER fails to meet its indemnification obligation, CITY shall have the right, but not the obligation, to do so with counsel of their own choosing, with no right of approval by DEVELOPER and, if it does, DEVELOPER shall promptly pay CITY's full cost thereof, with payments made at least on a monthly basis.

DEVELOPER's indemnification obligations as to CITY INDEMNITEES shall be satisfied when DEVELOPER has provided to CITY a form of dismissal regarding any liability for the claim, proceeding or action involved, and CITY determines that the form of

dismissal is adequate in their sole and absolute discretion. Notwithstanding the foregoing, DEVELOPER shall enter into no settlement agreement or final resolution of any pending claim covered under this subsection, without CITY's prior written approval.

- iii. Should DISTRICT and CITY fail to agree with the implementation of this section or if a pending claim pertains to only one of the two Parties, DEVELOPER shall be required to comply with this section as to DISTRICT and CITY individually.
- iv. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER's obligations to indemnify and hold harmless DISTRICT INDEMNITEES and CITY INDEMNITEES from third party claims.
- v. 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 DISTRICT INDEMNITEES and CITY INDEMNITEES to the fullest extent allowed by law.

8. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the County of Riverside and CITY (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 or the County of Riverside or their 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 (i) the acceptance of ownership, operation and maintenance of DISTRICT ULTIMATE FACILITIES by DISTRICT and (ii) the acceptance of INTERIM LINE A for operation and maintenance by DISTRICT.

9. 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.

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

11. 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:

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

To CITY: City of Menifee  
29844 Haun Road  
Menifee, CA 92586  
Attn: Yolanda Macalalad, Assistant City Engineer, Land  
Development Section

To DEVELOPER: WOODSIDE 05S, LP  
1250 Corona Pointe, Suite 500  
Corona, CA 92879  
Attn: Chris Chambers

12. 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.

13. This Agreement is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel; as such, the authorship of this Agreement 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. Likewise, any uncertainty or ambiguity in this Agreement shall not be construed against CITY because CITY participated in the preparation of this Agreement.

14. The rights, obligations and releases (including the indemnification obligations) of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

15. DEVELOPER shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the unanimous 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.

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

17. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter 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.

18. 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.

//

//

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

\_\_\_\_\_  
(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, 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 \_\_\_\_\_  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

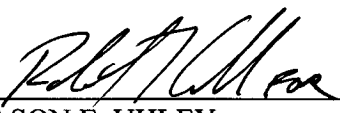
Amended and Restated Cooperative Agreement  
Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113  
Tract No. 28859  
10/14/2021  
RMI:blm

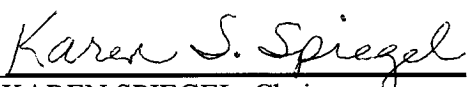
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

February 8, 2022  
(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, Chair  
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   
Deputy County Counsel  
Michelle Clark

By   
Deputy

(SEAL)

Amended and Restated Cooperative Agreement  
Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113  
Tract No. 28859  
10/14/2021  
RMI:blm

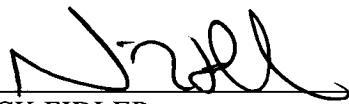




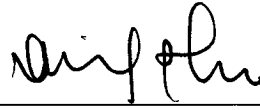
RECOMMENDED FOR APPROVAL:

CITY OF MENIFEE

By

NICK FIDLER  
City Engineer

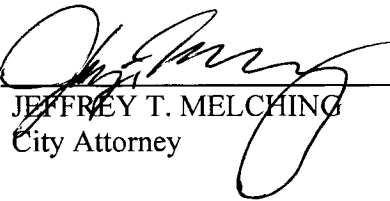
By

ARMANDO G. VILLA  
City Manager

APPROVED AS TO FORM:

ATTEST:

By

JEFFREY T. MELCHING  
City Attorney

By

SARAH MANWARING  
City Clerk

(SEAL)

Amended and Restated Cooperative Agreement  
Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113  
Tract No. 28859  
10/14/2021  
RMI:blm

**WOODSIDE O5S, LP,**  
a California limited partnership  
By WDS GP, Inc.  
a California corporation,  
its Manager

By   
CHRIS CHAMBERS  
Vice President

(ATTACH NOTARY WITH CAPACITY  
STATEMENT)

Amended and Restated Cooperative Agreement  
Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113  
Tract No. 28859  
10/14/2021  
RMI:blm

**CALIFORNIA 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

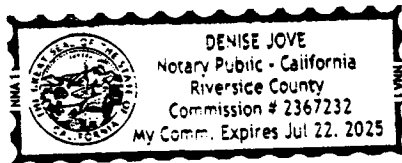
County of

Riverside }

On Nov 12 2021 before me, Denise Jove Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Chris Chambers  
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 Denise Jove  
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: \_\_\_\_\_

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): \_\_\_\_\_

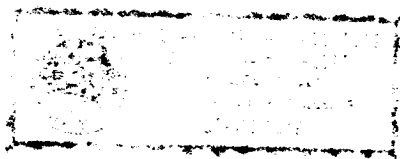
☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



## **Exhibit A**

### **LEGAL DESCRIPTION**

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

LOTS 1 THROUGH 165, INCLUSIVE, AND LOTS A THROUGH O, INCLUSIVE, OF TRACT NO. 28859, IN THE CITY OF MENIFEE, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 431, PAGES 66 THROUGH 81 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

### **COOPERATIVE AGREEMENT**

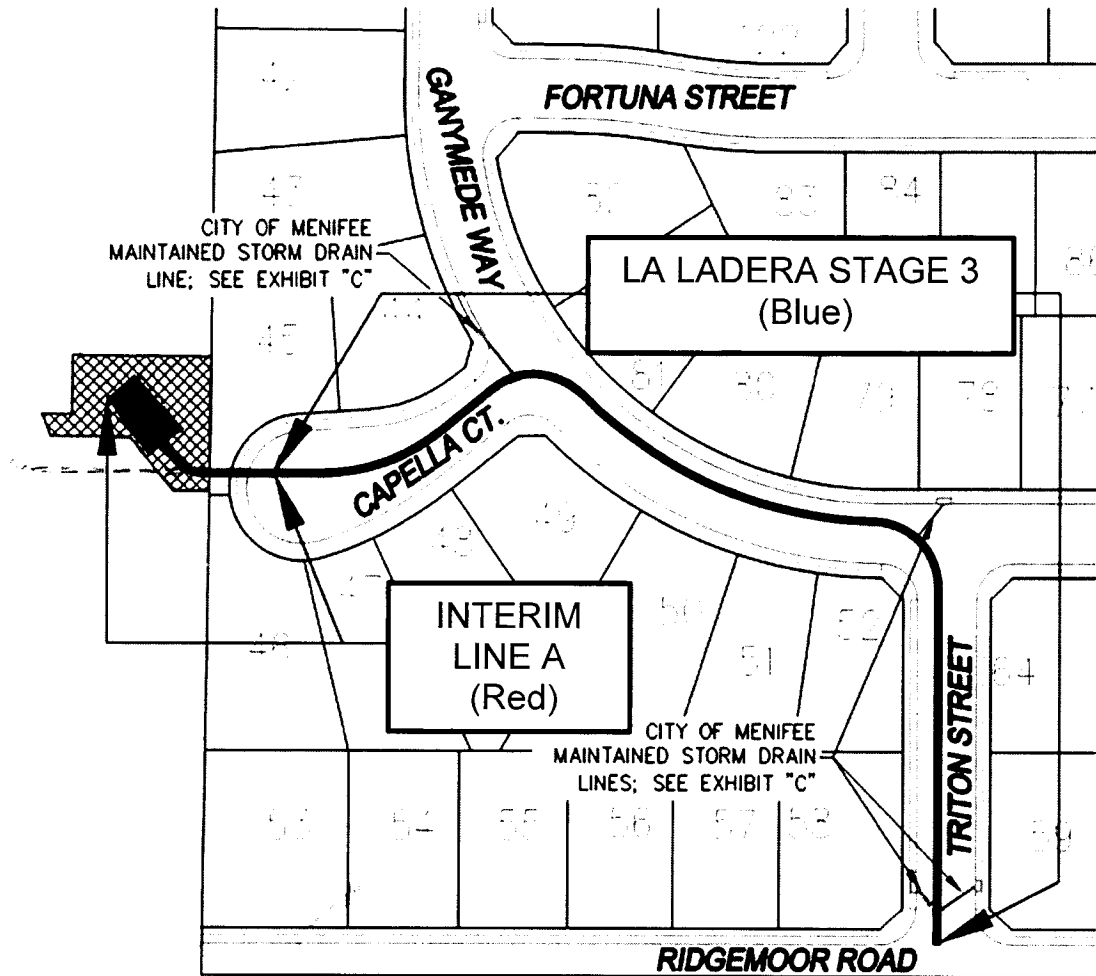
Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4

Project Nos. 4-0-00144 and 4-0-00113



Tract No. 28859

Page 1 of 1

## Exhibit B



### LEGEND

-  STORM DRAIN PIPE MAINTAINED BY RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
-  INLET AND RIP-RAP MAINTAINED BY RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

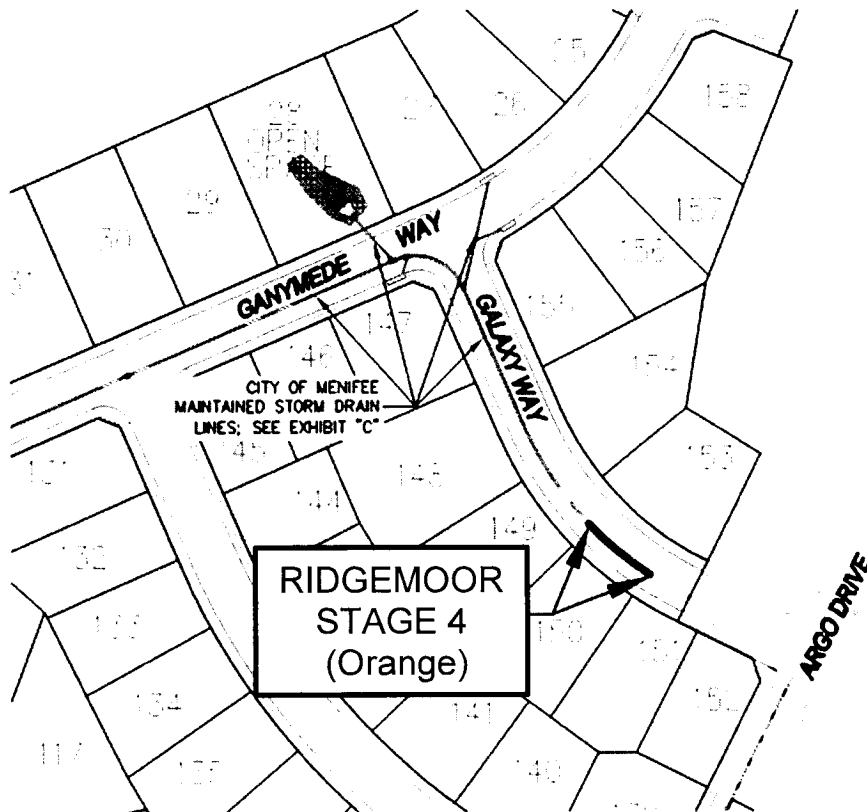
### COOPERATIVE AGREEMENT

Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113

Tract No. 28859

Page 1 of 2

## Exhibit B



### LEGEND

— STORM DRAIN PIPE MAINTAINED BY RIVERSIDE COUNTY  
FLOOD CONTROL & WATER CONSERVATION DISTRICT

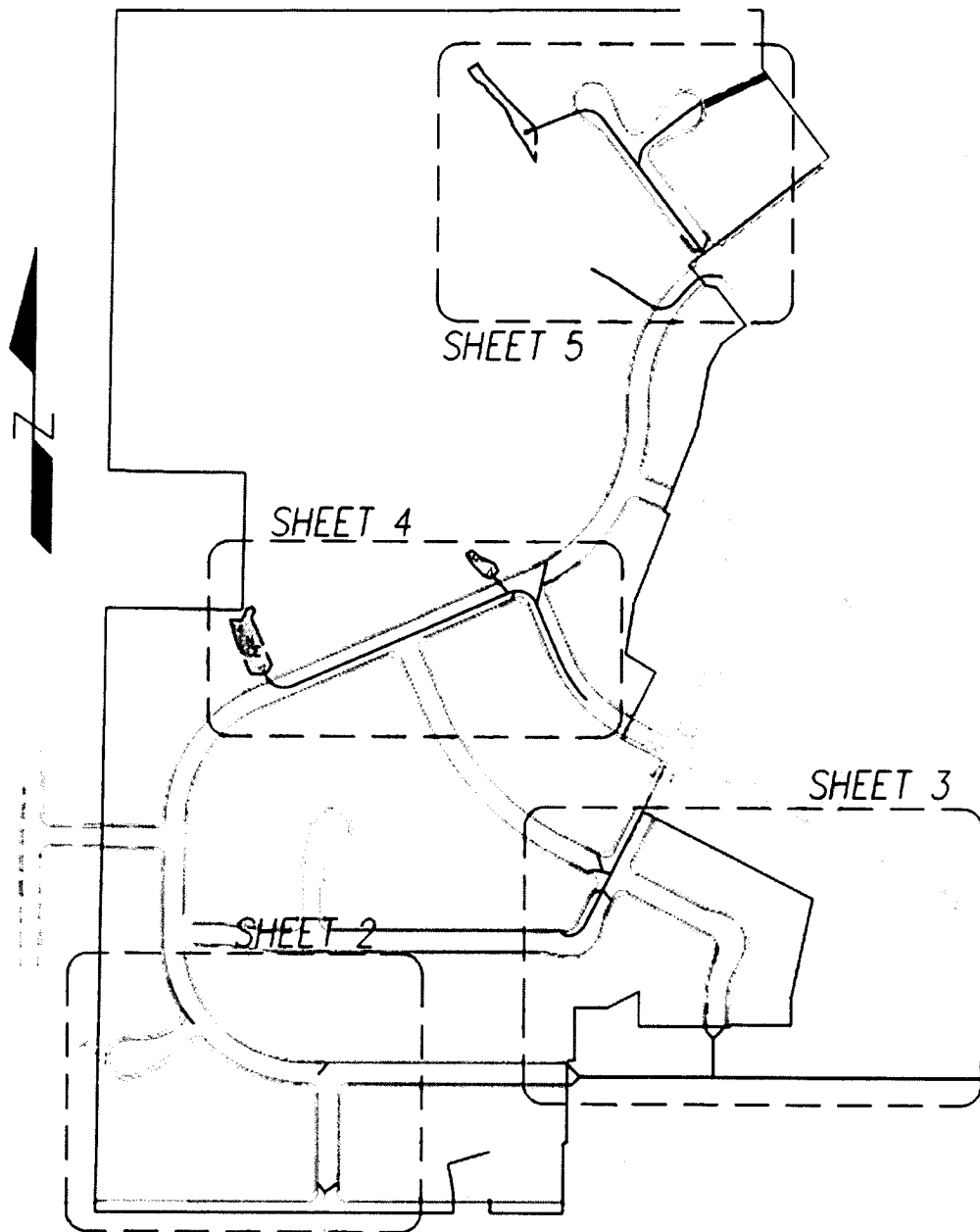
### COOPERATIVE AGREEMENT

Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113

Tract No. 28859

Page 2 of 2

## Exhibit C



### COOPERATIVE AGREEMENT

Salt Creek – La Ladera Road Storm Drain, Stage 3

Salt Creek – Ridgemoor Road Storm Drain, Stage 4

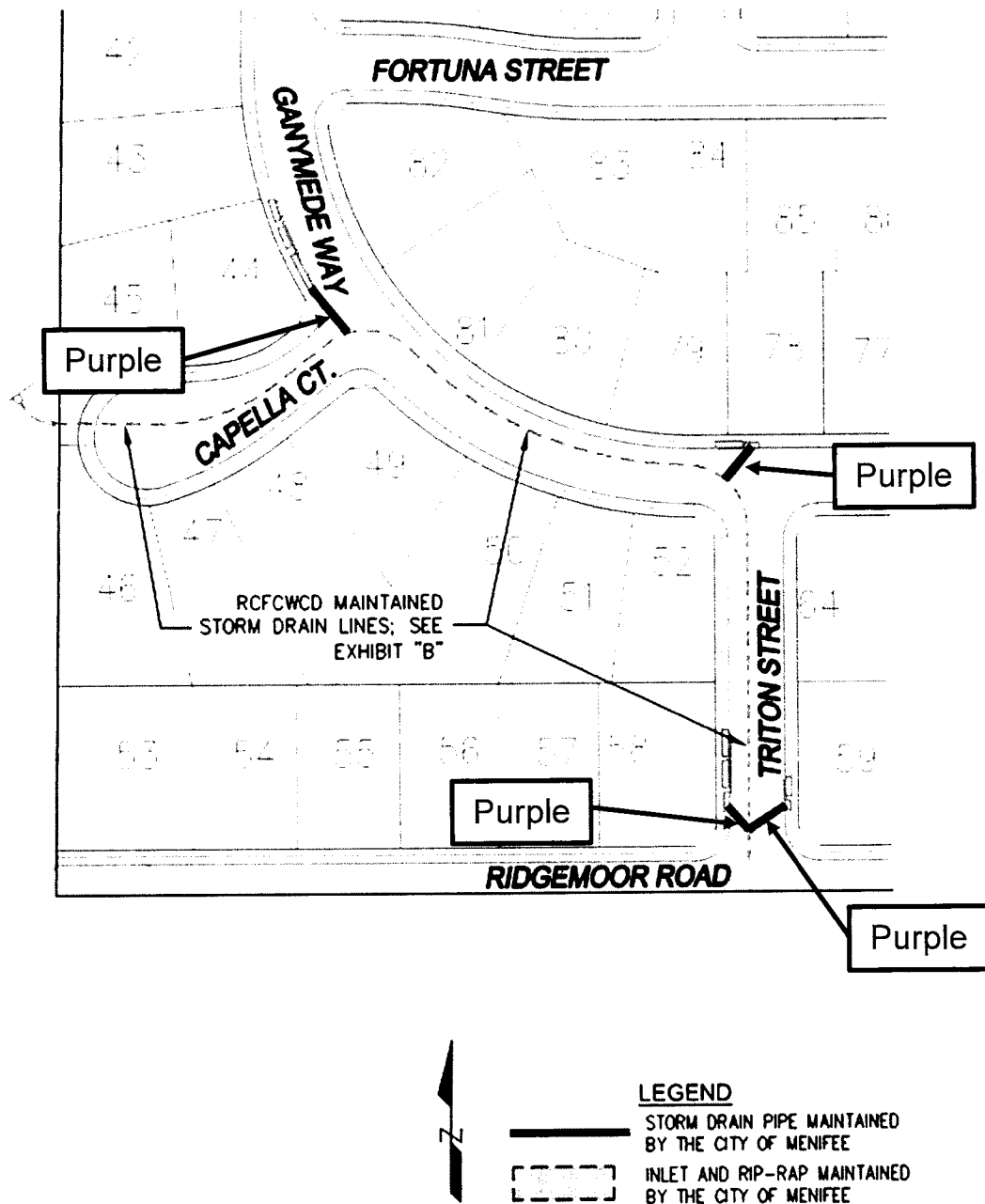
Project Nos. 4-0-00144 and 4-0-00113

Tract No. 28859

Sheet 1 of 5



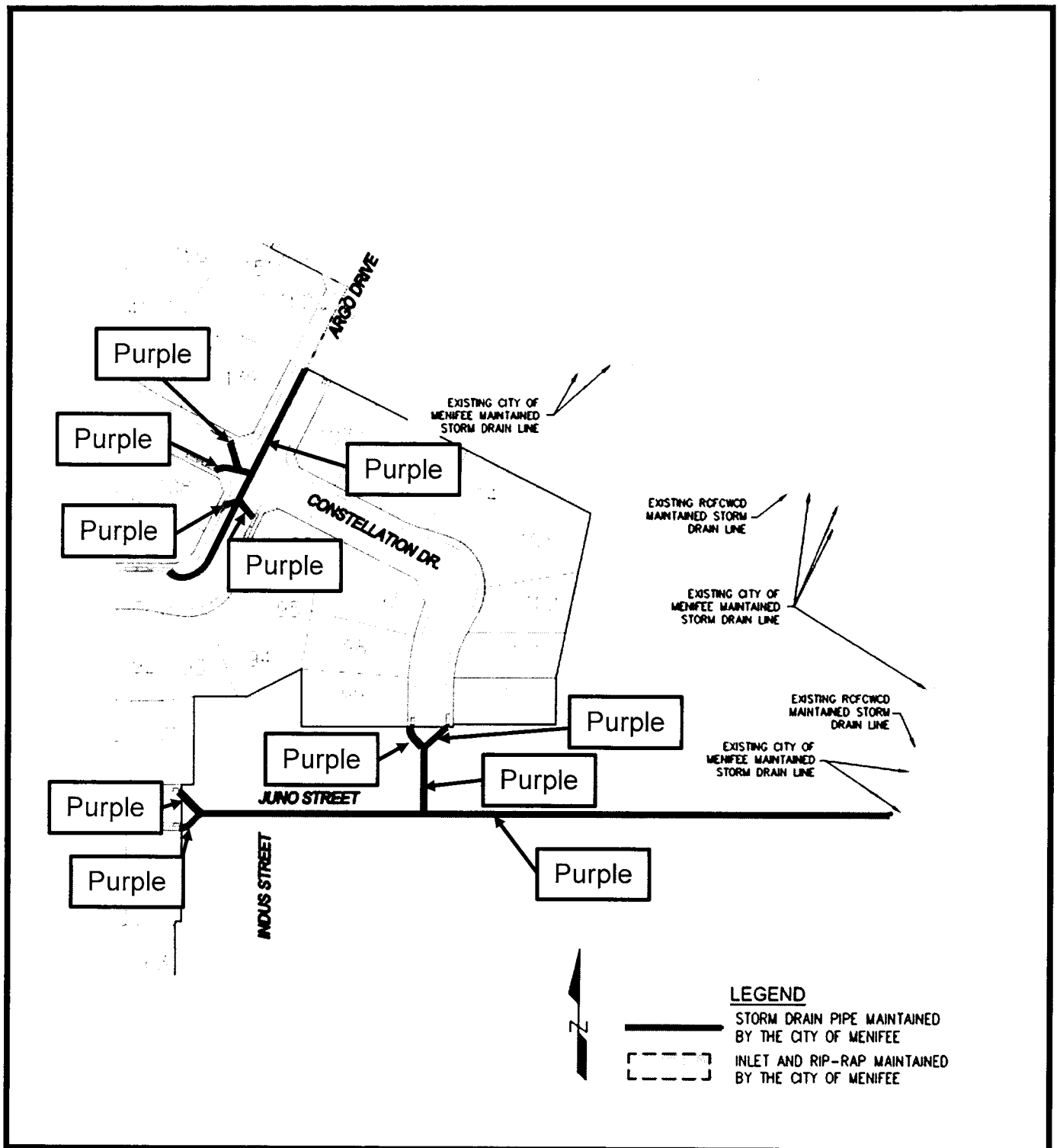
## Exhibit C



### COOPERATIVE AGREEMENT

Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113  
Tract No. 28859  
Sheet 2 of 5

## Exhibit C



### COOPERATIVE AGREEMENT

Salt Creek – La Ladera Road Storm Drain, Stage 3

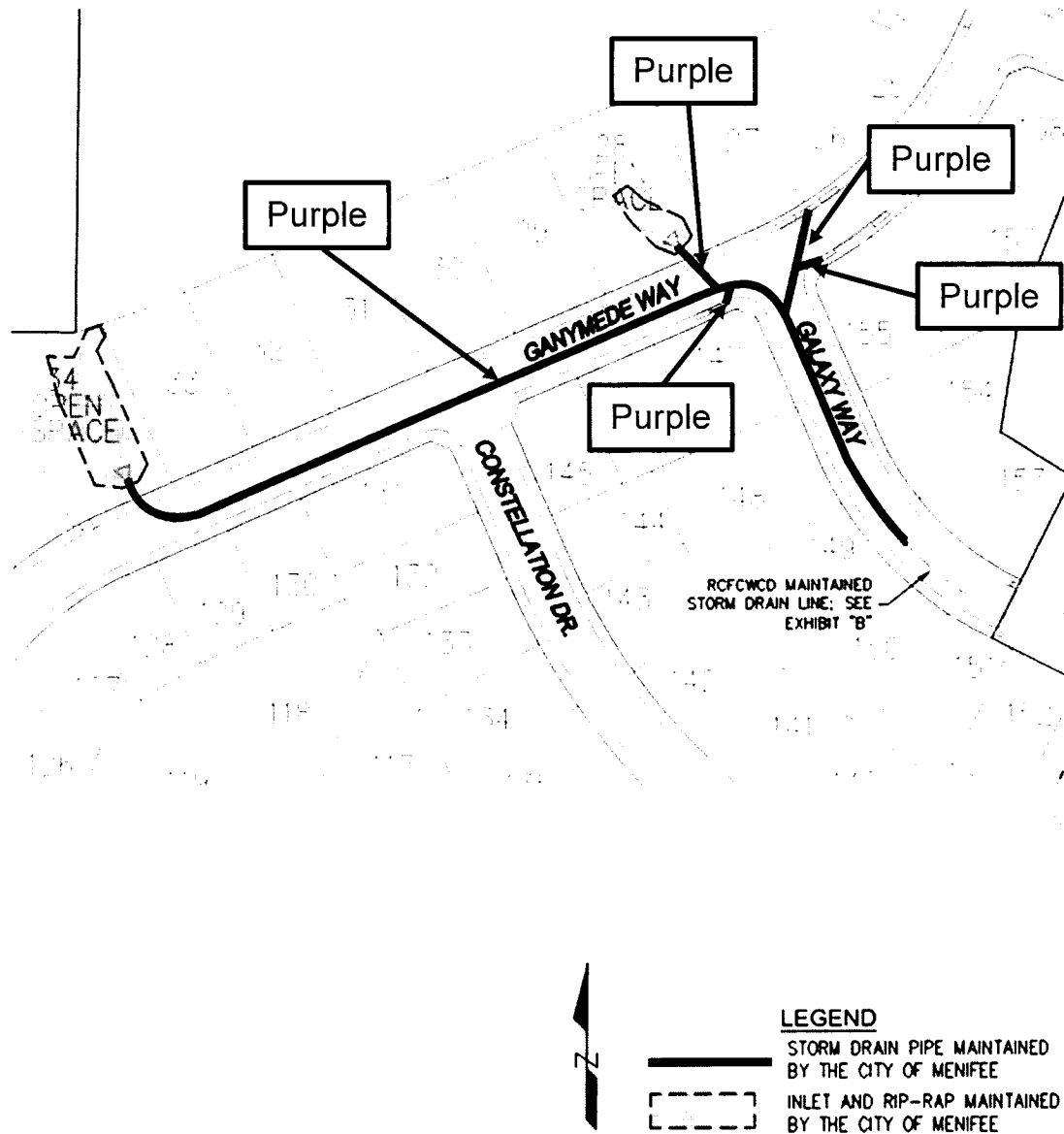
Salt Creek – Ridgemoor Road Storm Drain, Stage 4

Project Nos. 4-0-00144 and 4-0-00113

Tract No. 28859

Sheet 3 of 5

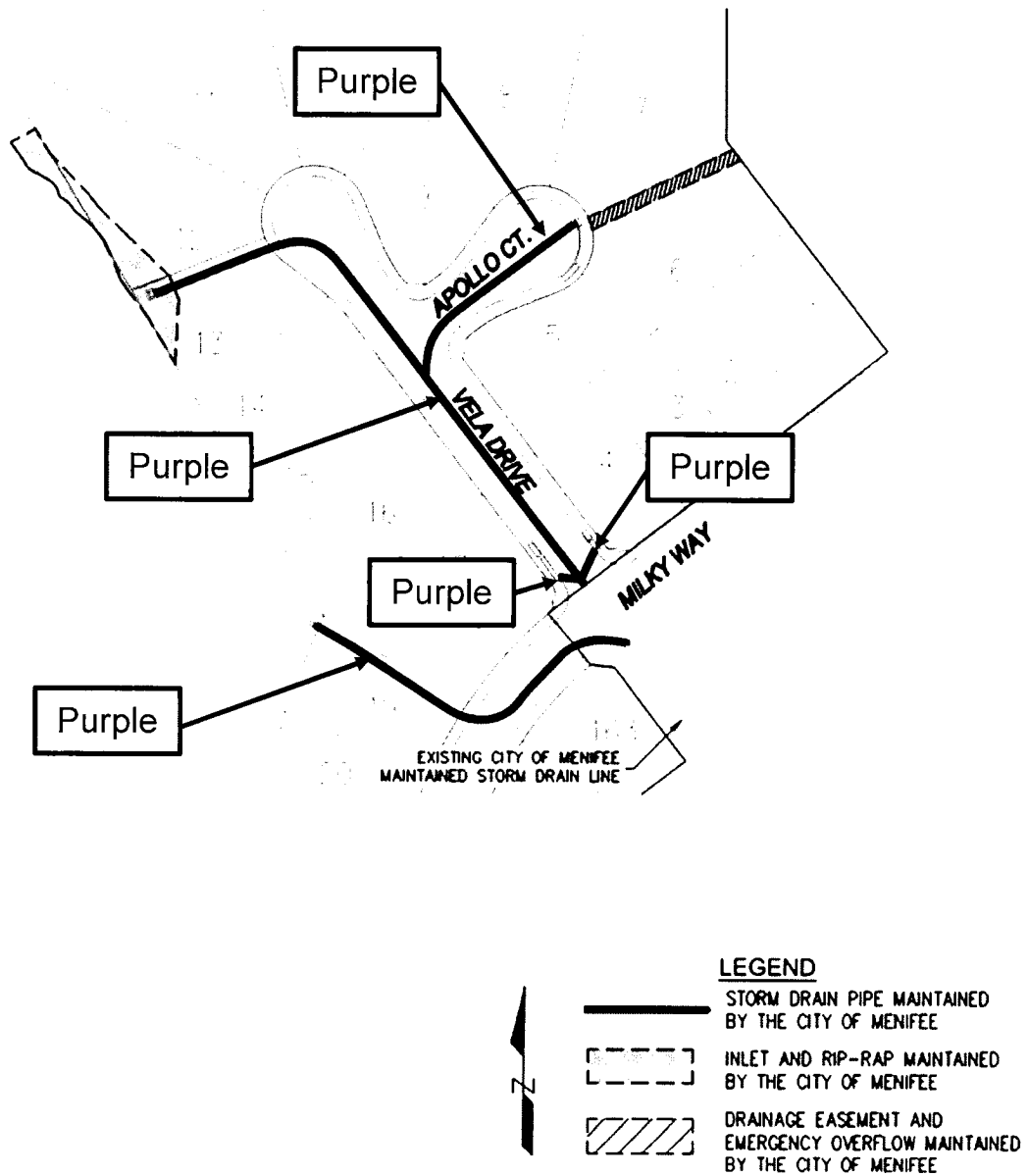
## Exhibit C



### COOPERATIVE AGREEMENT

Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113  
Tract No. 28859  
Sheet 4 of 5

## Exhibit C



### COOPERATIVE AGREEMENT

Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113  
Tract No. 28859  
Sheet 5 of 5

## **Exhibit D**

### **DISTRICT's and CITY's Required Insurance is as follows:**

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT or CITY harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages 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 the Riverside County Flood Control and Water Conservation District, the County of Riverside, and CITY.

#### **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,

### **COOPERATIVE AGREEMENT**

Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113  
Tract No. 28859  
Page 1 of 7

## **Exhibit D**

covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Additionally, Commercial General Liability insurance no less broad than ISO form CG 00 01. Policy shall name DISTRICT and CITY and 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. Policy's limit of liability shall not be less than \$5,000,000 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. DISTRICT and CITY must be an additional insured for liability arising out of ongoing and completed operations by or on behalf of DEVELOPER. DISTRICT and CITY shall continue to be an additional insured for completed operations for two years after completion of the work. If DEVELOPER maintains higher limits than the specified minimum limits, DISTRICT and CITY require and shall be entitled to coverage for the higher limits maintained by DEVELOPER.

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

### **COOPERATIVE AGREEMENT**

Salt Creek – La Ladera Road Storm Drain, Stage 3  
Salt Creek – Ridgemoor Road Storm Drain, Stage 4  
Project Nos. 4-0-00144 and 4-0-00113  
Tract No. 28859  
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## **Exhibit D**

than two (2) times the occurrence limit. Policy shall name DISTRICT and CITY and 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 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, which shall be reasonably acceptable to DISTRICT and CITY.

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### **F. General Insurance Provisions – All Lines:**

- i. 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 and CITY. If the DISTRICT's Risk Manager and CITY waive a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- ii. 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 and CITY before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to DISTRICT or CITY and at the election of CITY or 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.
- iii. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT and CITY with 1) a properly executed original certificate(s) of insurance and certified original copies of

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endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by CITY or 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 DISTRICT and CITY 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.

- iv. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT and CITY receive, 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.

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- v. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's and CITY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- vi. 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 and CITY reserve 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 CITY's or the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.
- vii. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of contractors and subcontractors working under this Agreement.
- viii. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT and CITY.
- ix. DEVELOPER agrees to notify DISTRICT and CITY 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.

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DEVELOPER hereby agrees to waive rights of subrogation which any insurer of DEVELOPER may acquire from DEVELOPER by virtue of the payment of any loss. DEVELOPER agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY or DISTRICT has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County of Riverside, CITY, and the Riverside County Flood Control and Water Conservation District for all work performed by the DEVELOPER, its employees, agents, contractors and subcontractors.

The insurance required by this section must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the DEVELOPER must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

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