

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



ITEM: 11.5
(ID # 18287)

MEETING DATE:
Tuesday, March 01, 2022

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, County of Riverside, on behalf of its Transportation Department, and Lennar Homes of California, Inc. for Warm Springs Valley – Washington St. Detention Basin, Stage 1, Project No. 7-0-00244-01, Tract Map No. 37028, Nothing Further Required Under CEQA. District 3. [\$0] (Companion Item to MT Item No. 18347)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Cooperative Agreement and acceptance of the flood control facilities will not have a significant adverse effect on the environment and that any potentially significant environmental effects have been adequately analyzed in Mitigated Negative Declaration No. 42844, adopted by the Lead Agency (County of Riverside) on December 28, 2017;
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District ("District"), County of Riverside, on behalf of its Transportation Department ("County"), and Lennar Homes of California, Inc. ("Developer");
3. Authorize the Chair of the District's Board of Supervisors to execute the Cooperative Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to take necessary steps to implement the Cooperative Agreement, including the negotiation, approval and execution of any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to review by County Counsel; and
5. Direct the Clerk of the Board to return six (6) copies of the executed Cooperative Agreement to the District.

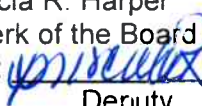
ACTION:Policy


Jason Uhley, GENERAL MGR-CHIEF FLD CNTRL ENG 2/10/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 1, 2022
xc: Flood, TLMA-Trans.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

(Companion Item 3.51)

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: The Developer is funding all construction and construction inspection costs (100%)			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cooperative Agreement ("Agreement") sets forth the terms and conditions by which certain flood control facilities required as a condition of approval for Tract Map No. 37028 are to be constructed by Developer and will be inspected, operated and maintained by the District and County.

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

Upon construction completion of the drainage facilities, the District will assume operation and maintenance of the detention basin and its associated concrete spillway, splitter structure with a 40' weir, maintenance turnaround, access ramp and access road around the basin, and safety devices.

The County will assume ownership, operation, and maintenance of the drainage systems 36 inches or less in diameter, an 8' x 3' reinforced concrete box, an outlet structure, and a certain headwall located within the County rights of way within the boundary of Tract Map No. 37028.

Additionally, the County has partnered with Valley-Wide Recreation and Park District ("Valley-Wide") for maintenance of certain features by entering into a Memorandum of Understanding ("MOU") between Valley-Wide and the County on December 17, 2019. In accordance with the MOU, Valley-Wide will assume ownership, operation and maintenance of the project's landscape features, tubular steel fence, wall, gates and split-face site wall features within the boundary of Tract Map No. 37028. In the event (i) any maintenance roles change in the future due to changes in MOU, or (ii) the MOU is amended or terminated, the County will assume ownership, operation and maintenance of Valley-Wide structures.

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

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Environmental Findings

Pursuant to Section 15096 of the State CEQA Guidelines, Making Responsible Agency Findings, the District has considered the Initial Study/Mitigated Negative Declaration prepared for Tentative Tract Map No. 37028 (Environmental Assessment Number 42844). The District in its limited capacity as a Responsible Agency finds that the inspection, acceptance, operation, and maintenance as described in the Agreement are adequately addressed by the Initial Study/Mitigated Negative Declaration. The District's inspection, acceptance, operation, and maintenance of the proposed facilities will not have a significant impact on the environment. Therefore, no further analysis is required under the California Environmental Quality Act.

Impact on Residents and Businesses

As noted above, construction of these drainage improvements is a requirement for the development of Tract Map No. 37028. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public who will utilize the tract's roadways.

SUPPLEMENTAL:

Additional Fiscal Information

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

ATTACHMENTS:

1. Vicinity Map
2. Warm Springs Valley Cooperative Agreement

AK:blm
P8/242238

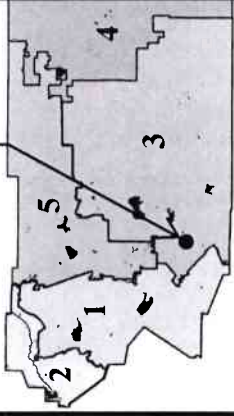


Jason Farin, Principal Management Analyst 2/24/2022



Gregory V. Priamos, Director County Counsel 2/16/2022

Project Location

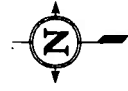


Supervisor District (3)

LEGEND:

- TR 37028 Project Vicinity
- Supervisor District

Project Name:
Warm Springs Valley -
Washington Street Detention
Basin, Stage 1; TR 37028
Project Nos. 7-0-00224-01



Attachment 1



VICINITY MAP

COOPERATIVE AGREEMENT

Warm Springs Valley – Washington St. Detention Basin, Stage 1
Project No. 7-0-00224-01
Tract Map No. 37028

This Cooperative Agreement ("Agreement"), dated as of MAR 01 2022,

is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the County of Riverside, a political subdivision of the State of California, on behalf of its Transportation Department ("COUNTY"), and Lennar Homes of California, Inc, a California corporation ("DEVELOPER"). DISTRICT, COUNTY and DEVELOPER are individually referred to herein as "Party" and collectively referred to herein as the "Parties". The Parties hereto hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the County of Riverside. The legal descriptions of Tract Map No. 37028 are provided in Exhibit "A", attached hereto and made a part hereof; and

B. DEVELOPER has submitted for approval Tract Map No. 37028, located in an unincorporated area of western Riverside County. Pursuant to the conditions of approval for the proposed development of Tract Map No. 37028, DEVELOPER must construct certain flood control facilities to provide flood protection and drainage for DEVELOPER's planned development; and

C. Tract Map No. 37028 are also located within the Jurisdictional Boundaries of the Valley-Wide Recreation and Park District, a special district created pursuant to the California Public Resources Code Section 5780 et seq. ("VALLEY-WIDE"). COUNTY and VALLEY-WIDE executed a Memorandum of Understanding ("MOU") on December 17, 2019 to identify the operation and maintenance responsibilities between COUNTY and VALLEY-WIDE within such Jurisdictional Boundaries; and

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D. The required flood control facilities and drainage improvements, as shown on DISTRICT's Drawing No. 7-0556, and as shown in concept in red on Exhibit "B", attached hereto and made a part hereof, include the construction of the following:

- i. Approximately six (6) acres of a detention basin ("WARM SPRINGS VALLEY - WASHINGTON ST. DETENTION BASIN, STAGE 1"), and its associated concrete spillway, splitter structure with a 40' weir, maintenance turnaround, access ramp and access road as shown in concept in red on Exhibit "B". DISTRICT shall maintain the lines and grade for WARM SPRINGS VALLEY - WASHINGTON ST. DETENTION BASIN, STAGE 1 for the portions which are not proposed to be landscaped. WARM SPRINGS VALLEY - WASHINGTON ST. DETENTION BASIN, STAGE 1 property shall be privately owned by DEVELOPER and subsequently owned by the Homeowner's Association of Tract 37028; and
- ii. All safety devices requested by DISTRICT staff during the course of project construction and during any final field inspections, including, but not limited to, concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor and are subject to DISTRICT's inspection and approval.
- iii. Together, WARM SPRINGS VALLEY - WASHINGTON ST. DETENTION BASIN, STAGE 1 and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and

E. Associated with the construction of DISTRICT FACILITIES is the construction of certain lateral storm drains thirty-six inches (36") or less in diameter, an 8' x 3' reinforced concrete box, a certain outlet structure and its associated headwall located within COUNTY rights of way ("COUNTY FACILITIES"); and

F. Together, DISTRICT FACILITIES and COUNTY FACILITIES are hereinafter called "PROJECT"; and

G. Associated with construction of PROJECT includes the construction of certain landscape features within WARM SPRINGS VALLEY - WASHINGTON ST. DETENTION BASIN, STAGE 1, tubular steel fence, wall, gates and split-face site wall located within DEVELOPER's held rights of way or easements, hereinafter called "VALLEY-WIDE APPURTENANCES", which shall be operated and maintained by VALLEY-WIDE in accordance with the MOU. In the event VALLEY-WIDE's maintenance responsibilities associated with Tract Map No. 37028 change in the future (i) due to changes in MOU or (ii) if the MOU is amended or terminated, COUNTY shall be responsible for the operation and maintenance of VALLEY-WIDE APPURTENANCES; and

H. Tract Map No. 37028 is located within Murrieta Creek/Santa Gertrudis Valley Area Drainage Plan ("MURRIETA CREEK ADP"). The MURRIETA CREEK ADP fee obligation for Tract Map No. 37028 ("MURRIETA CREEK ADP OBLIGATION") shall be calculated in accordance with the "Rules and Regulations for Administration of Area Drainage Plans" dated June 10, 1980, as amended ("RULES"); and

I. DEVELOPER and COUNTY desire DISTRICT to accept responsibility for the operation and maintenance of DISTRICT FACILITIES; and

J. DEVELOPER and DISTRICT desire COUNTY to accept ownership and responsibility for the operation and maintenance of COUNTY FACILITIES; and

K. DISTRICT is willing to accept responsibility for the operation and maintenance of DISTRICT FACILITIES provided DEVELOPER (a) complies with this Agreement; (b) constructs PROJECT in accordance with DISTRICT and COUNTY 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; (d) accepts ownership of PROJECT within DEVELOPER held right of way; and (e) accepts responsibility for the operation and maintenance of PROJECT following completion of PROJECT construction until such time as DISTRICT accepts responsibility for the operation and maintenance of DISTRICT FACILITIES, COUNTY accepts ownership and responsibility for the operation and maintenance of COUNTY FACILITIES as set forth herein; and

L. COUNTY is willing to (i) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT FACILITIES; (ii) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within COUNTY rights of way; and (iii) accept ownership and responsibility for the operation and maintenance of COUNTY FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and COUNTY.

NOW, THEREFORE, in consideration of the preceding recitals, which are true and correct and incorporated into the term of this Agreement and the mutual covenants hereinafter contained, 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 COUNTY standards, and submit to DISTRICT and COUNTY for their respective review and approval.

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

3. Grant DISTRICT and COUNTY, 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.

4. Provide COUNTY, upon execution of this Agreement or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 37028 or any phase thereof, whichever occurs first, with faithful performance and payment bonds in accordance with COUNTY's Ordinance No. 460, including any amendments thereto, for the estimated cost of construction of i) DISTRICT FACILITIES as determined by DISTRICT; and ii) of COUNTY FACILITIES as determined by COUNTY. The surety, amount and form of the bonds shall be subject to approval of DISTRICT (Attention: Contract Services Section) and COUNTY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and COUNTY FACILITIES are accepted by COUNTY as complete.

5. Deposit with DISTRICT (Attention: Business Office – Accounts Receivable) and notify Contract Services Section, upon DISTRICT's approval of IMPROVEMENT PLANS, 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.

6. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS, 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.

7. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT approval of IMPROVEMENT PLANS, with 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 COUNTY.

8. Furnish DISTRICT (Attention: Contract Services Section), upon DISTRICT's approval of IMPROVEMENT PLANS and prior to commencing construction of PROJECT, with a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations; Section 5157, Permit Required Confined Space; and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by

DISTRICT prior to the issuance of a Notice to Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and COUNTY's approval.

9. DEVELOPER shall not commence construction until DISTRICT (Attention: Contract Services Section) and COUNTY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments. Upon approval DISTRICT's approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

10. Secure, at its sole cost and expense, all necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as may be needed for the construction, inspection, operation and maintenance of PROJECT. Upon DISTRICT approval of IMPROVEMENT PLANS, or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map No. 37028 or any phase thereof, whichever occurs first, DEVELOPER shall furnish DISTRICT (Attention: Plan Check Services Section) and COUNTY with sufficient evidence of DEVELOPER having secured such necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements, as determined and approved by DISTRICT and COUNTY.

11. Obtain and provide DISTRICT (Attention: Plan Check Services Section), upon DISTRICT approval of IMPROVEMENT PLANS, 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).

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

13. Furnish DISTRICT (Attention: Plan Check Section) and COUNTY each with a set of final mylar PROJECT plans and assign their ownership to DISTRICT and COUNTY, respectively, prior to the start on any portion of PROJECT construction.

14. Notify DISTRICT (Attention: Construction Management Section) and COUNTY in writing after receiving DISTRICT's plan check, right of way and administrative clearance for PROJECT as set forth in Sections I.1 through I.13, with twenty (20) calendar days written notice of intent to start of construction of PROJECT, and include PROJECT's geotechnical firm, concrete lab/test firm, D-Load test forms, trench shoring/false work calculations and concrete mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT has issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT.

15. Prior to commencing construction, obtain and furnish DISTRICT (Attention: Plan Check Section) and COUNTY each 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").

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

17. 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 COUNTY employees on the site.

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

19. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and COUNTY with written notice that PROJECT construction is substantially complete and request: (i) DISTRICT conduct a final inspection of DISTRICT FACILITIES; and (ii) COUNTY conduct a final inspection of COUNTY FACILITIES.

20. Upon completion of PROJECT construction, and upon acceptance by COUNTY of all rights of way deemed necessary by DISTRICT and COUNTY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES for operation and maintenance, convey or cause to be conveyed to COUNTY the flood control

easement(s), including ingress and egress, in a form approved by DISTRICT, to the rights of way as shown in concept in cross-hatched on Exhibit "D", attached hereto and made a part hereof. The easement(s) or grant deed(s) shall be in a form approved by both DISTRICT and COUNTY and shall be executed by all legal and equitable owners of the property described in the easement(s) or grant deed(s).

21. At the time of recordation of the conveyance document(s) as set forth in Section 1.20, 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.

22. Accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of PROJECT until such time as (i) DISTRICT accepts responsibility for operation and maintenance of DISTRICT FACILITIES; (ii) COUNTY accepts ownership and responsibility for operation and maintenance of COUNTY FACILITIES; and (iii) VALLEY-WIDE accepts responsibility for operation and maintenance of VALLEY-WIDE APPURTENANCES. DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and in the sole discretion of DISTRICT, DISTRICT FACILITIES is not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

23. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for operation and maintenance, provide or cause its civil

engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section) with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer; (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record; and (iii) a redlined "record drawings" copy of PROJECT plans. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office; after which, the engineer shall review, stamp and sign the original IMPROVEMENT PLANS as "record drawings".

24. 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.

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

SECTION II

DISTRICT shall:

1. 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 COUNTY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.

3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the County of Riverside Recorder.
4. Record or cause to be recorded the Irrevocable Offer(s) of Dedication provided by DEVELOPER pursuant to Section I.11.
5. Endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) calendar days of receipt of DEVELOPER's complete written notice as set forth in Section I.14.; however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.
6. Reserves the right to withhold issuance of the Notice to Proceed pursuant to Section IV.4.
7. Inspect construction of DISTRICT FACILITIES.
8. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated (i) with the review and approval of IMPROVEMENT PLANS; (ii) the review and approval of right of way and conveyance documents; and (iii) the processing and administration of this Agreement.
9. Keep an accurate accounting of all DISTRICT construction inspection costs and, within forty-five (45) calendar 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.5. exceeds such costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.
10. Provide DEVELOPER with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS upon (i) DISTRICT acceptance of PROJECT

construction as being complete; and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLANS as set forth in Section I.23.

11. Accept responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.19.; (ii) DISTRICT acceptance of PROJECT construction as being complete; (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.23.; (iv) recordation of all conveyance documents described in Section I.20.; (v) DISTRICT FACILITIES are fully functioning as a flood control drainage system as solely determined by DISTRICT; and (vi) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

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

13. Provide COUNTY with a reproducible duplicate copy of "record drawings" of DISTRICT FACILITIES plans upon (i) DISTRICT acceptance of PROJECT construction as being complete; and (ii) DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section I.23.

SECTION III

COUNTY shall:

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

2. Accept COUNTY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER, which meet the requirements of Ordinance No. 460 of COUNTY, including any amendments thereto, as set forth in Section I.4., for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT and of COUNTY FACILITIES as determined by COUNTY and hold said bonds as provided herein. The surety, amount and form of the bonds shall list DISTRICT and COUNTY as obliges, be subject to approval of DISTRICT (Attention: Contract Services Section) and COUNTY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and COUNTY FACILITIES are accepted by COUNTY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) days after receiving notice from COUNTY.

3. Request DEVELOPER update the construction schedule as deemed necessary.

4. Inspect PROJECT construction.

5. Consent, by execution of this Agreement, to DISTRICT recording of any Irrevocable Offer(s) of Dedication furnished by DEVELOPER pursuant to this Agreement.

6. As requested by DISTRICT, accept the Irrevocable Offer(s) of Dedication as set forth herein and any other outstanding offers of dedication necessary for the construction, inspection, operation and maintenance of DISTRICT FACILITIES and convey sufficient rights of way to DISTRICT to allow DISTRICT to construct, inspect, operate and maintain DISTRICT FACILITIES.

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

8. Upon completion of PROJECT construction, but prior to DISTRICT acceptance of DISTRICT FACILITIES for operation and maintenance, convey or cause to be conveyed to DISTRICT the flood control easement(s), including ingress and egress, to the rights of way as shown in concept in "cross-hatched" on Exhibit "D".

9. Accept ownership and sole responsibility for the operation and maintenance of COUNTY FACILITIES upon (i) DISTRICT acceptance of DISTRICT FACILITIES for operation and maintenance; (ii) COUNTY's final inspection of COUNTY FACILITIES; and (iii) COUNTY's sole determination that COUNTY FACILITIES are in a satisfactorily maintained condition. Subsequently, in the event VALLEY-WIDE's maintenance responsibilities change in the future in associated with the development of Tract Map No. 37028, COUNTY shall be responsible for the operation and maintenance of VALLEY-WIDE APPURTENANCES.

10. Upon DISTRICT and COUNTY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within COUNTY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed by COUNTY at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

1. All construction work involved with PROJECT shall be inspected by DISTRICT and COUNTY but shall not be deemed complete until DISTRICT and COUNTY

mutually agree in writing that construction is completed in accordance with DISTRICT and COUNTY approved IMPROVEMENT PLANS.

2. DISTRICT and COUNTY personnel may observe and inspect all work being done on DISTRICT FACILITIES 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 DISTRICT FACILITIES.

3. If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months after execution of this Agreement, 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 for PROJECT and require DEVELOPER's surety to pay to COUNTY the penal sum of any and all bonds. In which case, COUNTY shall subsequently reimburse DISTRICT from the funds paid by DEVELOPER's surety for any DISTRICT costs incurred to perform the remaining work to complete PROJECT.

4. If DEVELOPER fails to complete construction of PROJECT within twelve (12) months after commencement of construction of PROJECT, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification to DISTRICT of the start of construction as set forth in Section I.14. 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, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT. In the event of a change in the existing site conditions that materially affects PROJECT function or COUNTY's ability to operate and

maintain COUNTY FACILITIES, COUNTY may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by COUNTY.

5. In the event DEVELOPER wishes to expedite issuance of a Notice 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 for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience, upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit, furnished pursuant to Section I.5., 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) calendar 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 COUNTY designated legal holidays, unless otherwise approved in writing by DISTRICT and COUNTY. 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 from DISTRICT and COUNTY to work the additional hours. The request shall be submitted to DISTRICT and COUNTY 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 COUNTY at their sole discretion and shall be final. If permission is granted by DISTRICT and COUNTY, 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.

7. DEVELOPER shall indemnify and hold harmless DISTRICT and COUNTY (including each of their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) (individually and collectively referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any services of DEVELOPER, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of DEVELOPER, its officers, employees, subcontractors, agents or representatives from this Agreement. DEVELOPER shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

8. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at their sole cost, have the right to use counsel of their own choice and may adjust, settle or compromise any such action or claim only with the prior consent of DISTRICT and COUNTY. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification to Indemnitees as set forth herein.

9. DEVELOPER's obligations hereunder shall be satisfied when DEVELOPER has provided to DISTRICT and COUNTY the appropriate form of dismissal relieving DISTRICT and COUNTY from any liability for the action or claim involved.

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

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

12. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT and COUNTY (including each of their Agencies, Districts, Special Districts and Departments, their respective directors, officers, 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 DISTRICT or COUNTY (including their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) of DEVELOPER 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 PROJECT by DEVELOPER after the acceptance of PROJECT by DISTRICT or COUNTY.

13. Any waiver by any Party hereto 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 any Party hereto 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 such Party from enforcement hereof.

14. 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: Contracts Services Section

To COUNTY: COUNTY OF RIVERSIDE
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Attn: Transportation Department
Plan Check Section

To DEVELOPER: LENNAR HOMES OF CALIFORNIA, INC.
980 Montecito Drive, Suite 206
Corona, CA 92879
Attn: Sonia Villaneda

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

16. 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.

17. This Agreement is the result of negotiations between the Parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no importance or significance. Any

uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

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

19. No Party shall assign this Agreement without the written consent of all other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect. In the event DEVELOPER sells Tract Map No. 37028, DEVELOPER shall notify DISTRICT and COUNTY of any such transfer or assignment in writing no later than (30) calendar days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties in this Agreement until DISTRICT and COUNTY, DEVELOPER and the new owner(s) of Tract Map No. 37028 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations hereunder to the new owner(s) of Tract Map No. 37028.

20. 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.

21. 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.

22. 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

March 1, 2022

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

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

By [Signature]
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 [Signature]
for SHELLIE CLACK
Chief Deputy County Counsel

By [Signature]
Deputy

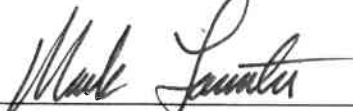
(SEAL)

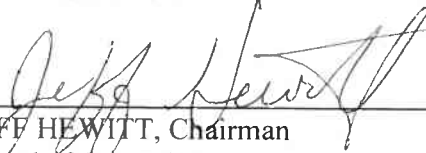
[Signed in Counterpart]

Cooperative Agreement:
Warm Springs Valley – Washington St. Detention Basin, Stage 1
Project No. 7-0-00224-01
Tract Map Nos. 37028
AK:blm
01/24/22

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
MARK LANCASTER
Director of Transportation

By 
JEFF HEWITT, Chairman
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By 
STEPHANIE K. NELSON
Deputy County Counsel

By 
Deputy

(SEAL)

[Signed in Counterpart]

Cooperative Agreement:
Warm Springs Valley – Washington St. Detention Basin, Stage 1
Project No. 7-0-00224-01
Tract Map Nos. 37028
AK:blm
01/24/22

LENNAR HOMES OF CALIFORNIA, INC.,
a California corporation

By 

GEOFFREY SMITH
Vice President

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement:
Warm Springs Valley – Washington St. Detention Basin, Stage 1
Project No. 7-0-00224-01
Tract Map Nos. 37028
AK:blm
01/24/22

California All-Purpose Certificate of Acknowledgment

CIVIL CODE 1189

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

State of California)
County of Riverside)

On January 24, 2022 before me, Beth Bruley, Notary Public,
personally appeared Geoffrey Smith,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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



(Seal)

LEGAL DESCRIPTION

Real Property in the unincorporated area of the County of Riverside, State of California, described as follows:

PARCEL 1: (964-030-008)

PARCEL 1, AS SHOWN BY PARCEL MAP 14030, RECORDED JANUARY 17, 1980 IN BOOK 74 PAGE(S) 38 AND 39, IN THE OFFICE OF THE COUNTY RECORDER OF SAID RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE SOUTHWESTERLY ON THE SOUTHEASTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 92.11 FEET; THENCE WESTERLY, PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 842.67 FEET TO THE WESTERLY LINE OF PARCEL 1, BEING A POINT ON THE CENTERLINE OF WASHINGTON STREET; THENCE NORTHERLY ON SAID CENTERLINE, 88.50 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE EASTERLY ON THE NORTHERLY LINE OF PARCEL 1 TO THE NORTHEAST CORNER OF SAID PARCEL 1 AND THE POINT OF BEGINNING.

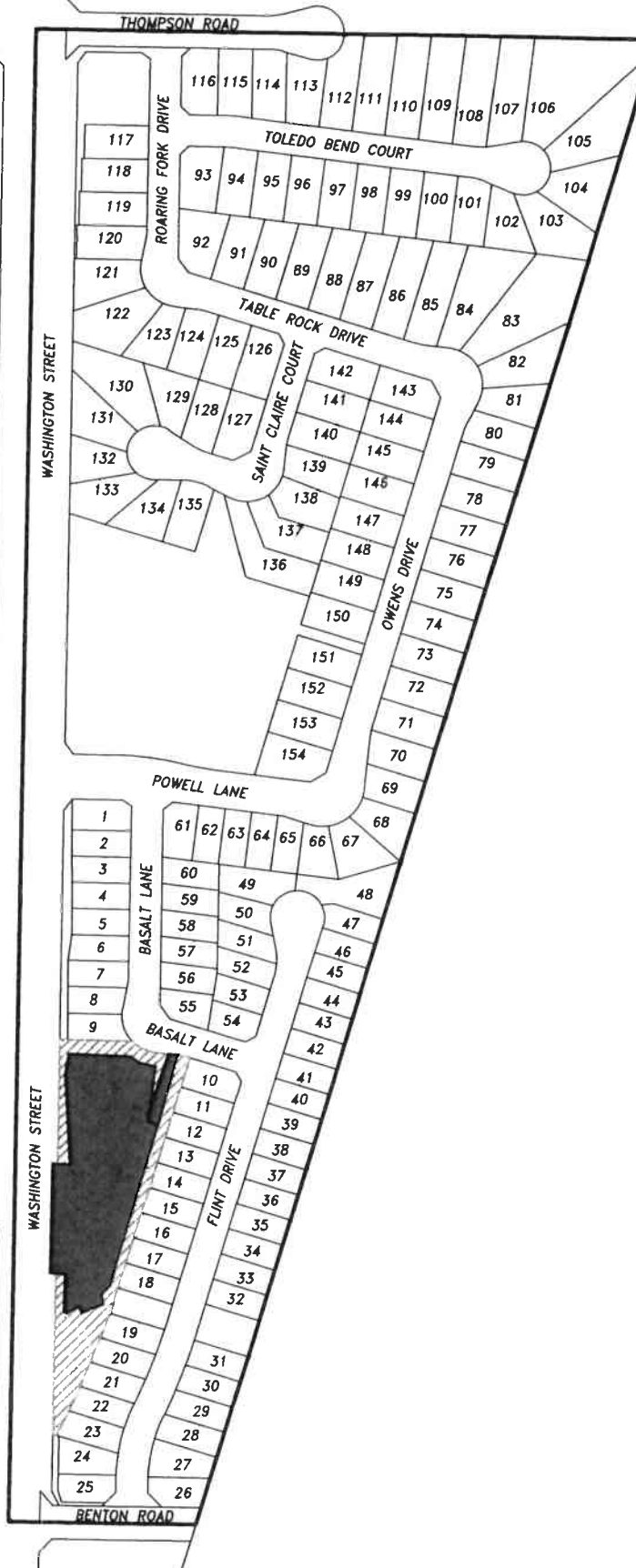
PARCEL 2: (964-030-007)

PARCEL(S) 2 OF PARCEL MAP NO. 14030, AS PER PLAT RECORDED 1-17-80 IN BOOK 74 OF PARCEL MAPS, PAGE(S) 38 AND 39, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THAT PORTION OF PARCEL 1 OF PARCEL MAP 14030, AS PER MAP THEREOF FILED 1-17-80 IN BOOK 74, PAGES 38 AND 39 OF PARCEL MAPS, RIVERSIDE COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL 1, A DISTANCE OF 93.11 FEET; THENCE WESTERLY, PARALLEL WITH THE NORTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 842.67 FEET TO THE WESTERLY LINE OF PARCEL 1, BEING A POINT ON THE CENTERLINE OF WASHINGTON STREET; THENCE NORTHERLY ALONG SAID CENTERLINE, A DISTANCE OF 88.50 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1; THENCE EASTERLY ALONG THE NORTHERLY LINE OF PARCEL 1 TO THE NORTHEAST CORNER OF SAID PARCEL 1 AND THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS PURSUANT TO LOT LINE ADJUSTMENT NO, 1465 AS APPROVED BY TILE RIVERSIDE COUNTY PLANNING DEPARTMENT APRIL 30, 1982.

EXHIBIT "B"



COOPERATIVE AGREEMENT

Warm Springs Valley –
Washington St. Detention
Basin, Stage 1
Project No. 7-0-00224-01
Tract Map Nos. 37028



SCALE: 1"=300'

EXHIBIT "C"

DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance 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 DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER's performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. Professional Liability:

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

EXHIBIT "C"

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 as long as the law allows.

E. General Insurance Provisions – All Lines:

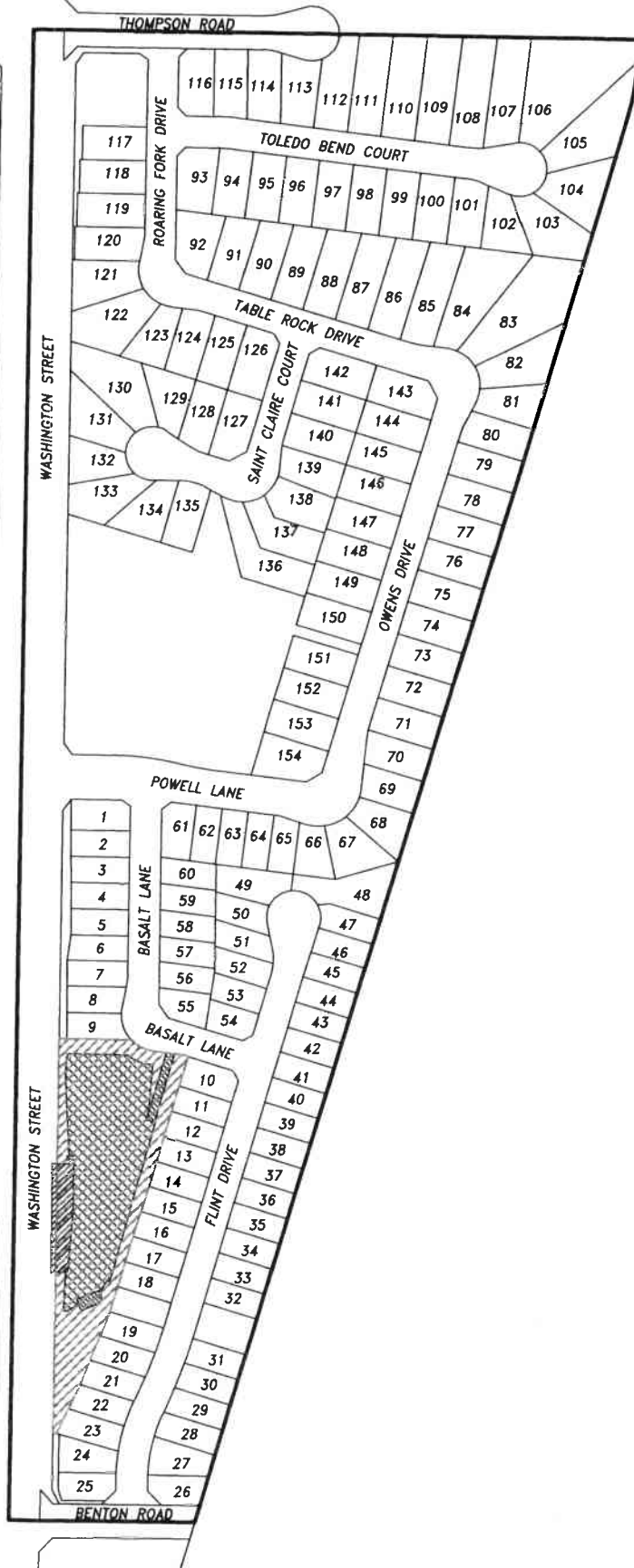
- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, DEVELOPER's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement

EXHIBIT "C"

found herein, DEVELOPER shall cause DEVELOPER's insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed by the parties hereto that DEVELOPER's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by DEVELOPER has become inadequate.
- g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

EXHIBIT "D"



COOPERATIVE AGREEMENT

Warm Springs Valley –
Washington St. Detention
Basin, Stage 1
Project No. 7-0-00224-01
Tract Map Nos. 37028



SCALE: 1"=300'