

COOPERATIVE AGREEMENT

Perris – Ethanac Road Storm Drain, Stage 1

Project No. 4-0-00272

Miscellaneous No. 211

Tract Map No. 32666

This Cooperative Agreement ("Agreement"), dated as of OCT 28 2025, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"), the City of Perris, a municipal corporation of the State of California ("CITY"), and Richland Ventures, Inc., a Florida corporation ("DEVELOPER"). DISTRICT, CITY, and DEVELOPER individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereto hereby agree as follows:

RECITALS

A. CITY is the legal owner of record of certain real property located within the city of Perris. The legal description is provided in Exhibit "A" attached hereto and made a part hereof; and

B. DEVELOPER is an affiliate of WSI MOJAVE INVESTMENTS, LLC, a Delaware limited liability company ("WSI MOJAVE") and the option agreement provides that DEVELOPER may process plans for the property, and WSI MOJAVE will cooperate with DEVELOPER's efforts; and

C. The consent of WSI MOJAVE to this Agreement is required and provided herein; and

D. The required flood control facilities and drainage improvements related to Miscellaneous Number 211 ("MS 211") are shown on DISTRICT's Drawing No. 4-1249 and shown in concept on Exhibit "B" attached hereto and made a part hereof, and include the construction of the following:

- (i). Perris – Ethanac Road Storm Drain, Stage 1 ("ETHANAC ROAD STORM DRAIN STAGE 1") consists of approximately 288 lineal feet of 108-inch reinforced concrete pipe, including its associated headwall, riprap, concrete drainage apron, cutoff wall, wing wall, concrete bulkhead, junction structures as shown in blue in Exhibit "B". At its downstream terminus ETHANAC ROAD STORM DRAIN STAGE 1 will connect to headwall/wingwall outlet structure to the San Jacinto River. At its upstream terminus ETHANAC ROAD STORM DRAIN STAGE 1 terminates with a concrete bulkhead for future connection; 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 CITY or CITY's contractor and subject to DISTRICT's inspection and approval; and

E. Together, ETHANAC ROAD STORM DRAIN STAGE 1 and SAFETY DEVICES are hereinafter called "DISTRICT FACILITIES"; and

F. Associated with the construction of DISTRICT FACILITIES includes the construction of certain inlets, connector pipes, riprap, junction structures, curbs and gutters, sidewalks, driveways, catch basins, and various lateral storm drains within CITY rights of way that are 36 inches or less in diameter, hereinafter called "CITY FACILITIES"; and

G. Together, DISTRICT FACILITIES and CITY FACILITIES are hereinafter called "PROJECT"; and

H. Tract Map No. 32666 includes approximately 117 gross acres, consisting of residential lots and other related infrastructure and amenities. CITY requested DISTRICT to review the flood control facilities associated with MS 211 and to ultimately accept DISTRICT FACILITIES for ownership, operation, and maintenance; and

I. To obtain entitlement for PROJECT, DISTRICT and DEVELOPER wish to support CITY by entering into this Agreement; and

J. All Parties recognize and acknowledge that DISTRICT FACILITIES will not be a fully functioning flood control drainage system at construction completion. DISTRICT will not accept DISTRICT FACILITIES for ownership, operation, and maintenance until system is fully connected and operational; and

K. CITY is willing to assume ownership, operation and maintenance responsibilities of DISTRICT FACILITIES during an interim period, recognizing that DISTRICT FACILITIES will function primarily as a dry system upon initial construction completion, with only limited local runoff conveyed through connector pipes. DISTRICT shall not accept DISTRICT FACILITIES for ownership, operation and maintenance until such time as (i) DISTRICT FACILITIES being constructed in accordance with plans and specifications approved by DISTRICT and as set forth herein, (ii) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition and (iii) DISTRICT FACILITIES are fully connected at upstream end and conveying 100-year flood flows as a functioning component of the regional flood control drainage system as solely determined by DISTRICT; and

L. To facilitate CITY's construction of PROJECT, DEVELOPER has caused to be prepared, at no cost to DISTRICT, (i) the necessary environmental studies for CITY's use in adopting an appropriate California Environmental Quality Act ("CEQA") document, (ii) permits for the rights of way and easements necessary for PROJECT, (iii) regulatory permits,

and (iv) PROJECT plans. In addition, DEVELOPER has paid all DISTRICT's costs to date associated with (i) the review of PROJECT plans and (ii) the processing and administration of this Agreement; and

M. CITY and DEVELOPER desire DISTRICT to ultimately accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES. Therefore, DISTRICT is willing to (i) review and approve PROJECT plans for PROJECT, (ii) inspect the construction of DISTRICT FACILITIES, provided DEVELOPER complies with this Agreement; and

N. DISTRICT and DEVELOPER desire CITY to accept ownership and responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES as set forth herein; and

O. CITY is willing to (i) act as Lead Agency for the purposes of CEQA, (ii) review environmental studies and regulatory permits, including those necessary for CITY's use in adopting an appropriate CEQA document for PROJECT, (iii) review and approve, in conjunction with DISTRICT, DEVELOPER's plans for PROJECT, (iv) review the necessary right of way documents for the inspection, operation and maintenance of PROJECT, (v) pay all costs related to preparation of bid documents and specifications, bid administration, construction survey and staking, actual construction, including inspection fees, management and administration, material testing, and the Multiple Species Habitat Conservation Plan ("MSHCP") fee for PROJECT, (vi) advertise, award and administer a public works construction contract for PROJECT, (vii) accept and hold faithful performance and payment bonds submitted by CITY's construction contractor on behalf of DISTRICT for DISTRICT FACILITIES and CITY for CITY FACILITIES, (viii) inspect the construction of PROJECT, (ix) grant DISTRICT the right

to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way, (x) accept ownership and responsibility for the operation and maintenance of CITY FACILITIES and (xi) assume ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES as set forth herein, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY, as set forth herein.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

DEVELOPER shall:

1. Prior to the date hereof, has prepared or caused to be prepared at its sole cost and expense, the necessary environmental studies for CITY's use in adopting the appropriate CEQA documents for PROJECT, naming CITY as permittee, and furnished such studies to DISTRICT and CITY for its review and approval.
2. Prior to the date hereof, has prepared, or caused to be prepared, at its sole cost and expense, PROJECT plans, hereinafter called "IMPROVEMENT PLANS" prior to CITY's advertising PROJECT for construction bids, in accordance with applicable DISTRICT and CITY standards and submitted such plans to DISTRICT and CITY for their respective review and approval.
3. Prior to the date hereof, has paid DISTRICT, all amounts deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with (i) the review of IMPROVEMENT PLANS and (ii) the processing and administration of this Agreement.

4. Prior to the date hereof, has secured all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency pertaining to PROJECT, naming CITY as permittee, and furnished to DISTRICT and CITY with copies for their review and approval. Such documents included, but are not limited to, a Section 404 permit issued by the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification issued by the California Regional Water Quality Control Board ("CRWQCB"), a Streambed Alteration agreement issued by the California Department of Fish and Wildlife, and a National Pollutant Discharge Elimination System Permit issued by the State Water Resources Control Board or CRWQCB and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

5. Prior to the date hereof, has furnished DISTRICT and CITY with sufficient evidence of DEVELOPER having obtained the necessary licenses, agreements, permits, approvals, rights of way as being free and clear of all liens, encumbrances, assessments, easements, taxes and leases (recorded or unrecorded) rights of entry and temporary construction easements, as may be needed for the construction, inspection, operation and maintenance of PROJECT as determined and approved by DISTRICT and CITY.

6. Prior to the date hereof, has furnished DISTRICT and CITY each with a set of final mylar of IMPROVEMENT PLANS, including all necessary georeferenced digital files in formats specified by DISTRICT and CITY. All digital files complied with DISTRICT's Computer Aided-Design ("CAD") requirements and coordinate system specifications. DISTRICT and CITY shall have full rights to use, modify, and reproduced the plans for any purpose related to PROJECT.

7. Shall not cause any change to or modification of DISTRICT and CITY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and CITY.

8. Prior to the date hereof, ensured that all work performed with respect to PROJECT by DEVELOPER, its agents or contractors has been 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 has been solely responsible for all costs associated with compliance with all laws and regulations applicable to DEVELOPER's obligations.

9. By execution of this Agreement, grant DISTRICT and CITY the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to, constructing, performing inspection services, and operation and maintenance of PROJECT as set forth herein.

10. Pay, if suit is brought upon this Agreement, 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 and approve IMPROVEMENT PLANS prior to CITY's advertising PROJECT for construction bids. IMPROVEMENT PLANS shall be approved when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT.

2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.
3. Review REGULATORY PERMITS, as provided by DEVELOPER, to confirm that the scope and conditions of such permits are consistent with DISTRICT's operational and maintenance requirements and do not impede DISTRICT's ability to accept, operate, or maintain DISTRICT FACILITIES.
4. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated with (i) the review and approval of IMPROVEMENT PLANS and (ii) the processing and administration of this Agreement.
5. 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 CITY. If the deposit as set forth in Section III.5., exceeds such inspection costs, DISTRICT shall reimburse CITY the excess amount within sixty (60) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.
6. Within seven (7) calendar days following CITY's public works construction bid opening, review and approve or reject bids for construction of PROJECT. DISTRICT may only reject bids found by DISTRICT to be unreasonably high. DISTRICT shall not unreasonably withhold approval of contract.
7. Upon receipt, of CITY's clearance items for PROJECT construction as set forth in Sections I.1-I.6., Section III.13., and Sections III.19-III.24., review, approve and provide administrative clearance for PROJECT construction and notify CITY and CITY's construction contractor of its approval.

8. Upon receipt of CITY's pre-construction items as set forth in Section III.25., review, comment and provide approval to CITY or CITY's construction contractor, as appropriate.

9. Inspect construction of DISTRICT FACILITIES.

10. Upon receipt of CITY's Notice of Completion that PROJECT construction is substantially complete, conduct a final inspection of DISTRICT FACILITIES.

11. Ultimately accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES from CITY once all of the following have occurred: (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section II.10., (ii) DISTRICT acceptance of DISTRICT FACILITIES construction as being complete, (iii) DISTRICT's receipt of CITY's recorded Notice of Completion as set forth in Section III.38., (iv) DISTRICT's receipt of appropriate engineering documentation as set forth in Section III.27., (v) DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section III.39., (vi) DISTRICT FACILITIES are fully connected at the upstream end and conveying 100-year flood flows, and are functioning as a flood control drainage system as solely determined by DISTRICT and (vii) DISTRICT has determined, in its sole discretion, that DISTRICT FACILITIES are in a satisfactorily maintained condition.

12. Upon both of the following: DISTRICT acceptance of PROJECT construction as being complete and DISTRICT receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section III.39., provide CITY with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS, and request CITY to release bonds held for DISTRICT FACILITIES and CITY FACILITIES.

13. Prior to DISTRICT's acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a

satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to any inspection and, in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of CITY.

SECTION III

CITY shall:

1. Pursuant to CEQA, act as Lead Agency taking all necessary and appropriate action to comply with CEQA and assume responsibility for preparation, circulation, adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.
2. Process the appropriate CEQA documents to cover the construction of PROJECT as part of its review process for MS 211.
3. Endeavor to award a public works construction contract for PROJECT and begin construction within twenty-four (24) months of execution of this Agreement.
4. Review IMPROVEMENT PLANS prepared by DEVELOPER and approve when CITY has determined that such plans meet CITY standards and are found acceptable to CITY prior to the start of PROJECT construction.
5. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, deposit with DISTRICT (Attention: Business Office – Accounts Receivable), and notify Contract Services Section, the estimated cost of providing construction inspection for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT in accordance with County of Riverside Ordinance Nos. 671 and 749, including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES.
6. Review and approve all right of way and easement documents necessary for the construction, operation and maintenance of PROJECT, as provided by DEVELOPER.

7. Review REGULATORY PERMITS, as provided by DEVELOPER, to confirm consistency with CITY codes, conditions of approval, and any applicable local requirements.
8. Implement or cause to be implemented, all environmental mitigation required in association with the construction, operation and maintenance of PROJECT.
9. Comply with all mitigation measures, including all applicable provisions of CEQA, the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP") and any CITY established conditions of approval for PROJECT.
10. Assume sole responsibility for compliance with the requirements of all REGULATORY PERMITS, including any amendments thereto, pertaining to the construction, operation and maintenance of PROJECT.
11. Ensure that REGULATORY PERMITS, including any subsequent renewal or amendments thereto, will not (i) unreasonably impede DISTRICT's ability to perform all necessary operation and maintenance activities for DISTRICT FACILITIES as determined by DISTRICT, or (ii) include any stipulations that would result in additional mitigation obligations being placed upon DISTRICT for maintenance operations within DISTRICT FACILITIES right of way.
12. Prepare or cause to be prepared, specifications and bid documents, advertise for bids and award a construction contract for PROJECT within six (6) months following such completion.
13. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by CITY's construction contractor, which meet the requirements of CITY's municipal code or ordinances, including any amendments thereto, for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT and CITY FACILITIES

as determined by CITY and hold said bonds as provided in this Agreement. The surety, amount and form of the bonds, shall list CITY as obligee and shall be subject to the approval of DISTRICT (Attention: Contract Services Section) and CITY. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT for operation and maintenance, at which time the bond amount may be reduced to ten percent (10%) for a period of one (1) year to guarantee against any defective work, labor or materials. 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 VIII or larger. Should any bond or surety become insufficient, CITY's contractor shall furnish a new bond within ten (10) calendar days after receiving notice from CITY. CITY shall not release said bonds until DISTRICT provides CITY with a reproducible duplicate copy of "record drawings" and written notification that PROJECT is complete, as set forth in Section III.36 and III.39.

14. Pay all costs associated with preparation of specifications and bid documents, bid administration, construction survey and staking, actual construction, including management and administration, material testing, and its construction inspection required in association with the construction of PROJECT.

15. Prior to awarding a public works construction contract for PROJECT, provide DISTRICT seven (7) calendar days following construction bid opening to review and approve or reject bids for construction of PROJECT. CITY shall follow State law, and its Municipal Code related to public works contracts.

16. Advertise, award and administer PROJECT pursuant to the applicable provisions of the California Public Contract Code.

17. Provide DISTRICT with written notice (Attention: Plan Check and Construction Management Sections) that CITY has awarded a public works construction contract for PROJECT.

18. Within thirty (30) days of awarding PROJECT construction contract, pay the Western Riverside County Regional Conservation Authority CITY's contribution percentage, which is CITY's portion of the mitigation fee per 2004 Implementing Agreement for MSHCP.

19. Upon award of a construction contract for PROJECT, furnish DISTRICT with a copy of the approved faithful performance and payment bonds submitted by CITY's contractor, as set forth in Section III.13.

20. Upon award of a construction contract for PROJECT, procure or caused to be procured insurance coverages during the term of this Agreement. CITY shall require its PROJECT construction contractor(s) to furnish 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 CITY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT (Attention: Contract Services Section). At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "C" attached hereto and made a part hereof.

21. Require its construction contractor(s) to include DISTRICT as an additional insured under the liability insurance coverage for PROJECT and also require its construction contractor(s) to include DISTRICT as a third party beneficiary of any and all warranties of the contractor's work with regard to PROJECT.

22. Upon award of a construction contract for PROJECT, furnish DISTRICT (Attention: Contract Services Section) 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, CITY shall further identify in writing its designated superintendent for PROJECT construction.

23. Upon award of a construction contract for PROJECT, furnish DISTRICT (Attention: Contract Services Section) with a construction schedule which shall show the order and dates in which CITY or CITY's construction contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progresses, CITY shall update said construction schedule as requested by DISTRICT.

24. Upon award of a construction contract for PROJECT, furnish DISTRICT (Attention: Contract Services Section) with CITY's construction contractor(s) 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.

25. Not issue a Notice to Proceed for PROJECT, until DISTRICT has provided its written approval to CITY that DISTRICT has provided administrative clearance for PROJECT construction as set forth in Sections II.7, II.8, and III.25.

26. Prior to commencing construction of PROJECT, schedule and conduct a mandatory pre-construction meeting between DISTRICT, CITY, DEVELOPER and other affected entities. CITY shall notify DISTRICT (Attention: Construction Management Section) and DEVELOPER in writing at least twenty (20) days prior to conducting the pre-construction meeting.

27. Furnish DISTRICT (Attention: Construction Management Section), at the time of providing written notice for pre-construction meeting as set forth in Section III.26., with PROJECT's geotechnical firm, concrete lab/test firm, d-load test forms, trench shoring/false Work calculations, concrete mix designs for review and approval.

28. Construction shall not begin on any element of DISTRICT FACILITIES, for any reason whatsoever until DISTRICT has issued to CITY a written Notice to Proceed authorizing CITY to commence construction of DISTRICT FACILITIES. DISTRICT reserves the right to withhold issuance of the Notice to Proceed in accordance with Section IV.5.

29. Grant DISTRICT, by execution of this Agreement, the right to enter upon property owned and controlled by CITY where necessary and convenient for the purpose of gaining access to, and performing inspection services, operation and maintenance of DISTRICT FACILITIES within CITY rights of way.

30. Construct or cause to be constructed PROJECT pursuant to a CITY's administered public works contract in accordance with IMPROVEMENT PLANS approved by DISTRICT and CITY, and pay all costs associated therewith.

31. Relocate or cause to be relocated, at its sole cost and expense, all conflicting CITY owned utilities within CITY rights of way. CITY shall also order the relocation of all other utilities installed by permit or franchise within CITY rights of way which conflict with the construction of PROJECT.

32. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager, and pay all costs associated therewith. 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 (Attention: Construction

Management) for such services. However, CITY will continue to serve as construction contract manager.

33. Perform all survey and construction staking work as needed for PROJECT as specified herein.

34. Furnish, or cause its construction manager to furnish, all construction survey and materials testing services necessary to ensure PROJECT construction is accomplished in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

35. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations, including, but not limited to, regulations concerning confined space and maintain a safe working environment for all DISTRICT and CITY employees on the site.

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

37. Accept ownership and sole responsibility for the operation and maintenance of both CITY FACILITIES and DISTRICT FACILITIES upon (i) CITY's inspection of PROJECT, (ii) CITY's acceptance of PROJECT construction as being complete, (iii) DISTRICT acceptance of DISTRICT FACILITIES construction as being complete, (iv) CITY's receipt of stamped and signed "record drawings" of IMPROVEMENT PLANS as set forth in Section III.39 and (v) CITY's sole determination that CITY FACILITIES are in a satisfactorily maintained condition.

38. Upon completion of PROJECT construction, provide DISTRICT with a copy of CITY's Notice of Completion.

39. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section), with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record and (iii) a redlined "record drawings" copy of IMPROVEMENT PLANS. After DISTRICT's approval of the redlined "record drawings" CITY's engineer shall utilize Bluebeam Studio to transfer the redlined changes onto the electronic version of the IMPROVEMENT PLANS. Once the updates have been incorporated, the engineer shall review, stamp and sign the electronic IMPROVEMENT PLANS as "record drawings".

40. Upon completion of PROJECT construction, accept ownership, sole responsibility and all liability whatsoever for the ownership, operation and maintenance of PROJECT until such time as DISTRICT formally accepts ownership and responsibility for 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 the sole expense of CITY.

41. Until such time as DISTRICT formally accepts DISTRICT FACILITIES, CITY shall be solely responsible for their interim operation and maintenance, including, but not limited to, routine inspection, sediment and debris removal, erosion repairs, and any corrective actions necessary to maintain the facilities in a condition acceptable to DISTRICT. This interim responsibility shall apply while the system functions primarily as a dry line conveying local street

runoff and shall continue until the system is fully connected at the upstream end and conveying 100-year flood flows.

42. Following CITY's acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, not permit any change to or modification of DISTRICT FACILITIES without the prior written permission and consent of DISTRICT.

43. Release occupancy permits in accordance with the approved conditions of approval for MS 211.

44. Ensure that all work performed pursuant to this Agreement by CITY, 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. CITY shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

45. 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 portions of DISTRICT FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed by CITY at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

1. DISTRICT may withhold acceptance for ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES unless and until CITY and DEVELOPER perform all obligations under this Agreement.

2. In the event that CEQA document and environmental studies are deemed insufficient, this Agreement shall be deemed terminated.

3. All construction work involved with PROJECT shall be inspected by DEVELOPER, DISTRICT and CITY but 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.

4. DISTRICT and CITY 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 CITY's contractor(s) during the construction of PROJECT.

5. If CITY fails to commence construction of PROJECT within twenty-four (24) consecutive months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed after this period of time pending a review of the existing site conditions as they exist at the time CITY provides written notification to DISTRICT of the start of construction as set forth in Section III.26. 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.

6. CITY's contractor shall complete construction of PROJECT within four hundred (400) working days. The period may be extended by change order between CITY and its contractor after commencement of construction of PROJECT, unless CITY and DISTRICT agree to extend the time to complete construction. Failure of CITY's contractor to perform the work within the agreed upon time shall constitute authority for (i) DISTRICT to terminate the Agreement and (ii) CITY to perform the remaining work on PROJECT and require surety to pay

to CITY the penal sum of any and all bonds. Should CITY perform the remaining work on PROJECT under this section, CITY shall have the authority to access all portions of PROJECT site, including those within CITY public right of way and DISTRICT right of way, as necessary to complete construction. This right of entry shall terminate when such construction and remaining work is complete. CITY shall subsequently reimburse DISTRICT from the funds paid by CITY's contractor's surety for any DISTRICT costs incurred.

7. In the event CITY wishes to expedite construction, CITY may elect to furnish an independent qualified construction inspector at CITY's sole cost and expense. CITY 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, and 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 CITY's initial construction inspection deposit furnished pursuant to Section III.5. exceeds Ten Thousand Dollars (\$10,000), DISTRICT shall refund to CITY up to eighty percent (80%) of CITY'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.

8. 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 CITY feels it is necessary to work more than the normal forty (40) hour work week or on DISTRICT or CITY designated legal holidays, CITY shall make a written request for permission from DISTRICT to work the additional hours. The request shall be submitted to DISTRICT 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 at its sole discretion and shall be final. If permission is granted by DISTRICT, CITY will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with CITY municipal codes or ordinances, including any amendments thereto.

9. DEVELOPER shall indemnify, defend and hold harmless DISTRICT, the County of Riverside, and CITY (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) (individually and collectively hereinafter referred to as "Indemnitees") from any liability, action, claim or damage whatsoever, based or asserted upon any acts, omissions or services of DEVELOPER, (including their respective 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. DEVELOPER shall defend, at its sole expense, the Indemnitees, including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards), in any claim or action based upon such alleged acts or omissions. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of the Agreement.

10. 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 its own choice and may adjust, settle or compromise any such action or claim only with the prior consent of DISTRICT, the County of Riverside or CITY. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification obligations to Indemnitees as set forth herein.

11. DEVELOPER's indemnification obligation hereunder shall be satisfied when DEVELOPER has provided DISTRICT, the County of Riverside and CITY the appropriate form of dismissal relieving DISTRICT, the County of Riverside or CITY from any liability for the action or claim involved.

12. 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 Indemnitees to the fullest extent allowed by law.

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

14. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the County of Riverside and CITY (including each of their respective 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 of DEVELOPER by DISTRICT, County of Riverside or CITY, (including each of their respective 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 or any kind arising out of any liability, known or unknown, present or future prior to the acceptance of PROJECT by DISTRICT and CITY, as described in this Agreement.

15. CITY shall indemnify, defend and hold harmless, and require its construction contractor(s) to indemnify, defend and hold harmless, the Indemnitees from any liability whatsoever, based or asserted upon any acts, omissions or services of CITY or CITY's construction contractor(s), 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 CITY or CITY's construction contractor(s), their officers, employees, subcontractors, agents or representatives ("Indemnitors") from this Agreement, except to the extent arising from the negligence or willful misconduct of any Indemnitees. CITY or CITY's construction contractor(s) shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, costs of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of the Agreement.

16. With respect to any action or claim subject to indemnification herein by CITY, CITY shall, at its sole cost, have the right to use counsel of its own choice and may adjust, settle, or compromise any such action or claim 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 CITY's indemnification to Indemnitees as set forth herein.

17. CITY and CITY's construction contractor(s) indemnification obligation hereunder shall be satisfied when CITY or CITY's construction contractor(s) has provided to

DISTRICT, and the County of Riverside the appropriate form of dismissal relieving DISTRICT, and the County of Riverside from any liability for the action or claim involved.

18. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CITY or CITY's construction contractor(s) obligations to indemnify and hold harmless Indemnitees from third party claims.

19. 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 CITY or CITY's construction contractor(s) from indemnifying Indemnitees to the fullest extent allowed by law.

20. CITY for itself, its successors and assigns hereby releases DISTRICT, and the County of Riverside (including each of their respective 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, except to the extent arising from the negligence or willful misconduct of any Indemnitees. Nothing contained herein shall constitute a release of CITY by DISTRICT, or County of Riverside, (including each of their respective 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, for the negligent maintenance of PROJECT by CITY prior to the acceptance of DISTRICT FACILITIES by DISTRICT, as described in this Agreement.

21. 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.

22. 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 CITY: CITY OF PERRIS
101 N. D Street
Perris, CA 92570
Attn: John Pourkazemi

To DEVELOPER: RICHLAND VENTURES, INC.
3161 Michelson Drive, Suite 425
Irvine, CA 92612
Attn: Derek Barbour

23. 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.

24. 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.

25. 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.

26. The provisions of this Agreement are solely for the benefit of the Parties, and not for the benefit of any third party. Accordingly, no third party shall have any right or action based on the provisions of this Agreement.

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

28. 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.

29. DEVELOPER and CITY acknowledge that construction of DISTRICT FACILITIES under this Agreement is occurring in advance of any formal development entitlement conditioned upon their construction. In the event DEVELOPER transfers ownership of any real property associated with the construction of DISTRICT FACILITIES contemplated under this Agreement, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later than thirty (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, CITY, DEVELOPER and the new owner(s) fully execute an assignment and assumption agreement that transfers all relevant

rights, duties and obligations. Nothing in this section shall be construed to require DISTRICT or CITY to approve any such transfer absent an acceptable successor entity and agreement.

30. 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.

31. 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.

32. 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

OCT 28 2025

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By Edwin Quinonez
for JASON E. UHLEY
General Manager-Chief Engineer

By Karen S. Spiegel
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By Ryan D. Yabko
RYAN D. YABKO
Deputy County Counsel

By [Signature]
Deputy

(SEAL)

[Signed in Counterpart]


Cooperative Agreement
Perris – Ethanac Road Storm Drain, Stage 1
Project No. 4-0-00272
Miscellaneous No. 211
MER:blj
09/23/2025

RECOMMENDED FOR APPROVAL:

CITY OF PERRIS

By 
CLARA MIRAMONTES
City Manager

APPROVED AS TO FORM:

By 
SUNNY K. SOLTANI
City Attorney

ATTEST:

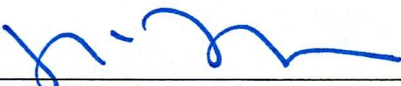
By 
NANCY SALAZAR
City Clerk



(SEAL)

Cooperative Agreement
Perris – Ethanac Road Storm Drain, Stage 1
Project No. 4-0-00272
Miscellaneous No. 211
MER:blj
09/23/2025

RICHLAND VENTURES, INC.
a Florida corporation

By 

JOHN C. TROUTMAN
Vice President

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement
Perris – Ethanac Road Storm Drain, Stage 1
Project No. 4-0-00272
Miscellaneous No. 211
MER:blj
09/23/2025

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 Orange }

On September 25, 2025 before me, Jessica Toohey, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared John C Troutman
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 *Jessica Toohey*
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: _____

CONSENT TO COOPERATIVE AGREEMENT

WSI MOJAVE INVESTMENTS, LLC, a Delaware limited liability company hereby consents to the foregoing Cooperative Agreement ("Agreement") for Tract Map No. 32666 by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic, the City of Perris, a municipal corporation of the State of California, and Richland Ventures, Inc., a Florida corporation. The Agreement sets forth each Party's rights and obligations for the construction, operation and maintenance of certain flood control facilities required as a Condition of Approval for Miscellaneous Number 211 (MS 211). WSI MOJAVE INVESTMENTS, LLC's, consent, including with respect to any future developments thereunder, is not, and will not be deemed or construed to modify, waive, or affect any of the provisions, covenants or conditions of the Agreement, waive any breach of the Agreement or any rights of WSI MOJAVE INVESTMENTS, LLC, or enlarge or increase the WSI MOJAVE INVESTMENTS, LLC obligations under the Agreement.

WSI MOJAVE INVESTMENTS, LLC
a Delaware limited liability company

By OAKVILLE RESERVE, LTD.,
a Florida limited partnership, sole member

By Urban Properties of California, Inc.
a Florida corporation, its general partner



JOHN C. TROUTMAN
Vice President

(ATTACH NOTARY WITH CAPACITY
STATEMENT)

Cooperative Agreement
Perris – Ethanac Road Storm Drain, Stage 1
Project No. 4-0-00272
Miscellaneous No. 211
MER:bjj
09/23/25

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 Orange

On September 25, 2025 before me, Jessica Toohey, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared John C Troutman
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.



Place Notary Seal and/or Stamp Above

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 [Handwritten Signature]
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 Perris, County of Riverside, State of California, described as follows:

LOT 225 OF TRACT NO. 32666-1, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 420, PAGES 96 THROUGH 113 OF MAPS, AMENDED BY CERTIFICATE OF CORRECTION RECORDED JUNE 11, 2007 AS INSTRUMENT NO. 2007-0382066, RIVERSIDE COUNTY RECORDS.

APN: 342-250-007

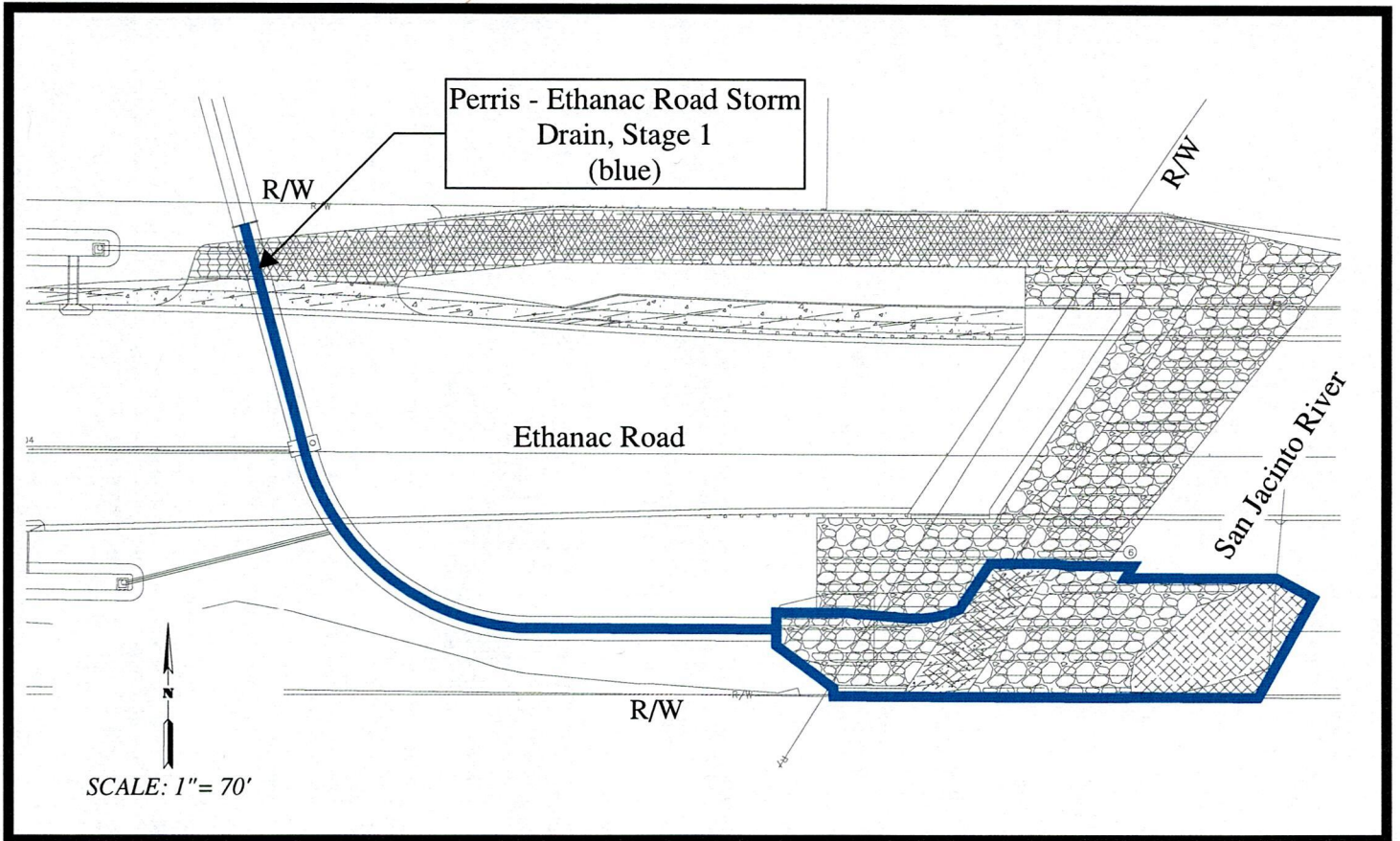
COOPERATIVE AGREEMENT

Perris - Ethanac Road Storm Drain, Stage 1

Project No. 4-0-00272

Miscellaneous No. 211 (MS 211)

EXHIBIT B



COOPERATIVE AGREEMENT
Perris - Ethanac Road Storm Drain, Stage 1
Project No. 4-0-00272
Miscellaneous No. 211 (MS 211)

Exhibit C

DISTRICT's Insurance Requirements is as follows:

CITY's contractor(s) shall not commence operations until DISTRICT has 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 as required in this Section.

Without limiting or diminishing CITY's contractor(s) obligation to indemnify or hold DISTRICT harmless, CITY contractor(s) shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If CITY contractor(s) has employees as defined by the State of California, CITY contractor(s) 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 CITY's contractor(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 CITY's contractor(s) vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CITY contractor(s) 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

COOPERATIVE AGREEMENT

Perris - Ethanac Road Storm Drain, Stage 1

Project No. 4-0-00272

Miscellaneous No. 211 (MS 211)

Insurance Requirements | Page 1 of 5

Exhibit C

name the DISTRICT as Additional Insureds.

D. Pollution and Asbestos Liability:

CITY's contractor(s) shall obtain, at its sole expense and keep in effect during the term of the contract, Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) covering CITY's contractor(s) liability for a third-party bodily injury and property damage arising from pollution conditions caused by the CITY's contractor(s) while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the DISTRICT. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance.

CITY's contractor(s) shall maintain Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any self-insured retention/deductible amount shall be submitted to the DISTRICT for review and approval. If CITY's contractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by CITY's contractor(s). Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

In the event, CITY's contractor(s) encounters materials on the site that is believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, CITY's contractor(s) shall immediately stop work in the area affected and report the condition to the DISTRICT in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT and CITY, if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the DISTRICT and CITY.

COOPERATIVE AGREEMENT

Perris - Ethanac Road Storm Drain, Stage 1

Project No. 4-0-00272

Miscellaneous No. 211 (MS 211)

Exhibit C

CITY's construction contractor(s) shall not be required to perform without consent any work relating to asbestos or polychlorinated biphenyl (PCB).

E. Professional Liability:

CITY contractor(s) shall cause any architect or engineer retained by CITY contractor(s) in connection with the performance of CITY's contractor(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 \$1,000,000 per occurrence and \$2,000,000 annual aggregate. CITY contractor(s) 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 as long as the law allows.

F. 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 CITY contractor(s) 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, CITY's contractor(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

COOPERATIVE AGREEMENT

Perris - Ethanac Road Storm Drain, Stage 1

Project No. 4-0-00272

Miscellaneous No. 211 (MS 211)

Insurance Requirements | Page 3 of 5

Exhibit C

defense costs and expenses.

- c. CITY contractor(s) shall cause their 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 CITY contractor(s) insurance carrier(s) policies does not meet the minimum notice requirement found herein, CITY contractor(s) shall cause CITY's contractor(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 CITY's contractor(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,

COOPERATIVE AGREEMENT

Perris - Ethanac Road Storm Drain, Stage 1
Project No. 4-0-00272
Miscellaneous No. 211 (MS 211)

Exhibit C

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 CITY contractor(s) has become inadequate.

- g. CITY contractor(s) 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. CITY contractor(s) 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.

COOPERATIVE AGREEMENT

Perris - Ethanac Road Storm Drain, Stage 1
Project No. 4-0-00272
Miscellaneous No. 211 (MS 211)