

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRAMOS
 DATE: 11/13/14

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

300 A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 November 10, 2014

SUBJECT: Agreement for Provision of Road Maintenance between the County of Riverside and the City of Cathedral City. 4th/4th District; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement for Provision of Road Maintenance between the County of Riverside and the City of Cathedral City; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

BACKGROUND:

Summary

This agreement is a requirement of the LAFCO 2014-08-04 Annexation of a portion of Riverside County (County) land to the City of Cathedral City (City). The City's goal is to complete the annexation by December of 2014.

Patricia Romo
 Assistant Director of Transportation
 for Juan C. Perez
 Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A
Budget Adjustment: No
For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY:
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Jeffries and duly carried,
IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: November 24, 2014
 xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: District: 4/4 Agenda Number:

3-91

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Agreement for Provision of Road Maintenance between the County of Riverside and the City of Cathedral City. 4th/4th District; [\$0]
DATE: November 10, 2014
PAGE: 2 of 2

BACKGROUND:

Summary (continued)

Under this agreement, and as required by the LAFCO approval process, the City will maintain the full width of Varner Road from Rio Del Sol Road westerly for approximately 2.6 miles to east of DaVall Drive. The jurisdictional boundaries created by the annexation create a hop-scotch pattern, weaving in and out of County and tribal land. The public will benefit by having the City maintain all of Varner Road between DaVall Drive and Rio Del Sol Road.

The northern half of the Bob Hope Drive and Interstate 10 interchange that will be within the City jurisdiction as a result of annexation contains aesthetic features, including bridge fencing and decorative colored patterns on concrete features on both the northern and southern half of the interchange. These are currently maintained by the County through a maintenance agreement with the California Department of Transportation (Caltrans) and the Agua Caliente Band of Cahuilla Indians (Tribe). For efficiency purposes, the agreement specifies that the County will retain responsibility for maintenance of these decorative features within the boundaries of the annexation area due to the funding agreement the County already has with the Tribe. This will prevent bifurcation of any claims for reimbursement and will satisfy the intent of the LAFCO condition for maintenance of the aesthetic features within the annexation area.

The agreement was approved by the City at their November 12 City Council meeting.

Impact on Residents and Businesses

The public will benefit from having the City maintain Varner Road in its entirety from DaVall Drive to Rio Del Sol Road rather than the checkerboard pattern of maintenance that would occur without this agreement in place.

SUPPLEMENTAL:

Additional Fiscal Information

The City will fund all maintenance activities along the portion of Varner Road that are within the County jurisdiction.

Contract History and Price Reasonableness

N/A

**AGREEMENT FOR PROVISION OF
ROAD MAINTENANCE**

This Agreement ("Agreement") is made and entered into this 24th day of NOV, 2014, by and between the County of Riverside ("County") and the City of Cathedral City, a municipal corporation ("City") ("Record Date"). Said Agreement shall become effective on the date as provided in Section 21 herein ("Effective Date").

RECITALS

WHEREAS, the City submitted an application to the County's Local Agency Formation Commission ("LAFCO") for annexation into the City's jurisdictional boundaries of approximately 670 acres of vacant land located in the unincorporated jurisdictional boundaries of the County, north of the centerline of Interstate 10, generally south of Varner Road, generally west of Rio Del Sol Road, and generally east of DaVall Road, with the proposed property to be annexed ("Annexation Property") more particularly described and depicted in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, on or about September 25, 2014 through LAFCO's Case No. 2014-08-4, LAFCO approved the City's application for annexation of the Annexation Property into the jurisdictional boundaries of the City, subject to certain "Specific Recommendations"; and

WHEREAS, annexation of the Annexation Property as proposed in LAFCO's Case No. 2014-08-4 would result in boundaries that would create an inefficient maintenance pattern on a portion of Varner Road due to ownership of portions of Varner Road being staggered in a way that portions of Varner Road from Rio Del Sol Road to approximately 2.6 miles west of Rio Del Sol Road, would be owned by both the County and City; and

WHEREAS, Specific Recommendation No. 5e as contained in LAFCO's September 25, 2014, staff report, states that "Prior to the recordation of a Certificate of Completion for this proposal, the City of Cathedral City shall enter into an agreement with the County of Riverside requiring the City to assume responsibility for maintenance of the full width of Varner Road from Rio Del Sol north to the current City boundary", and

WHEREAS, annexation of the Annexation Property as proposed in LAFCO's Case No. 2014-08-4 would result in the northern half of the Bob Hope Drive and Interstate 10 interchange being within the proposed City boundaries which contains certain aesthetics features including intricate bridge fencing and decorative colored patterns on concrete features on both the northern and southern half of the interchange that are currently maintained by the County through a maintenance agreement with Caltrans and a funding agreement with the Aqua Caliente Band of Cahuilla Indians ("Tribe"), and

WHEREAS, Specific Recommendation No. 5d as contained in LAFCO's September 25, 2014, staff report, states that "Prior to the recordation of a Certificate of Completion for this proposal, the City of Cathedral City shall enter into an agreement with the County of Riverside to assume responsibility for maintenance of decorative features on the Bob Hope Drive overcrossing structure within the boundaries of the annexation", and

WHEREAS, the County and the City have determined that it would be best and more efficient for the County to retain the responsibilities for maintenance of the decorative features on the Bob Hope Drive overcrossing structure for the areas within the boundaries of the annexation due to the funding agreement that the County already has with the Tribe and to prevent the bifurcation of any claims for reimbursements submitted to the Tribe, and

WHEREAS, the City desires to satisfy Specific Recommendations Nos. 5d and 5e as contained in LAFCO's September 25, 2014 staff report, and is hereby entering into this Agreement with the County, subject to the terms and conditions noted herein.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual promises, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and City agree as follows:

AGREEMENT

Section 1. RECITALS

The Recitals set forth above are hereby incorporated into this Agreement by this reference, as though fully set forth herein.

Section 2. MAINTENANCE OF ROAD AND TERM

a. The City shall perform routine maintenance services, as described below, on the following described portions of Varner Road that are within the County's jurisdiction:

1. Those portions of Varner Road within Sections 2 and 12, in Township 4 South, Range 5 East, San Bernardino Meridian;
2. The Northeasterly half of Varner Road, in Section 11, in Township 4 South, Range 5 East, San Bernardino Meridian.

Such routine maintenance shall be provided in perpetuity. This Agreement shall remain in effect until such time the City acquires jurisdiction over the above described portions or until this Agreement may be modified or terminated pursuant to Section 6 herein. The entire length of Varner Road, from Rio Del Sol Road northwesterly to the current City boundary, over which the City shall have routine maintenance responsibilities shall hereinafter be referred to as the

“Maintained Annexation Road,” which is depicted in Exhibit “A,” attached hereto and incorporated herein by this reference.

b. The above-referenced routine maintenance services shall be performed at the same level of service as that provided throughout the City’s boundaries. The City and its contractors, agents, and employees, at the sole cost of the City, shall perform routine maintenance services, as necessary, to the Maintained Annexation Road. Said routine maintenance shall be limited to patching pot holes, sealing cracks, slurry work, replacing signs and markers, providing repair of the road surface and shoulder area as a result of storm or other damage, and cleaning culverts and removing debris from the right-of-way. The County shall be responsible for any and all additional maintenance services to the portions of the Maintained Annexation Road within its jurisdiction; all betterments as part of the County’s Capital Improvement Program; and shall also perform annual inspections of those portions of the Maintained Annexation Road that are within its jurisdiction and submit those findings to the City, which findings must include any improvements and maintenance that may be reasonably necessary, as determined jointly by the City and the County. The City and County agree that both agencies shall have the authority to close the above road in the event of an emergency.

**Section 3. MAINTENANCE OF ARCHITECTURAL TREATMENTS
AT THE BOB HOPE DRIVE/I-10 INTERCHANGE**

The County shall continue to be fully responsible for the maintenance of the decorative features located at the Bob Hope Drive/Interstate 10 interchange within the City’s jurisdiction and shall maintain same in good repair and good condition. It is understood that as a result of the annexation described above, the portion of the interchange northeasterly of the centerline of the Interstate 10 freeway is located within the City’s jurisdiction and the portion southeasterly of said centerline is located within the County’s jurisdiction. The County shall continue to be fully responsible for the maintenance of and maintain, in good repair and good condition, the architectural treatments as shown in Exhibits A-1 through A-22, as described in the Interchange Agreement for Maintenance between the County and the State Department of Transportation (“Caltrans”), dated May 19, 2009, and as described in the Funding Agreement between the County and the Agua Caliente Band of Cahuilla Indians, dated May 10, 2011, which agreements are attached hereto as Exhibit “B” and Exhibit “C”, respectively, and incorporated herein by this reference. The City shall have no responsibility to maintain said architectural treatments or any decorative features at the Bob Hope Drive/I-10 Interchange within the City’s jurisdiction.

Section 4. INDEMNITY; INSURANCE; COMPLIANCE WITH LAWS

a. The City shall indemnify and hold harmless the County, its officers, employees and agents from and against all liability, claims, losses, damages, penalties, fines, injuries and judgments, including but not limited to reasonable attorneys’ fees, court costs, and investigative or administrative costs arising out of or relating to any portion of the Maintained Annexation

Road, that arises out of, pertains to, or relates to the City's acts or omissions associated with performance of routine maintenance of said road as is required in this Agreement. Notwithstanding anything else herein, the City shall fully indemnify, defend and hold the County harmless from any liability imposed for any injury or damage occurring by reason of anything done or omitted to be done by the City under or in connection with any obligation delegated to the City under this Agreement.

b. The County shall indemnify and hold harmless the City, its officers, employees and agents from and against all liability, claims, losses, damages, penalties, fines, injuries and judgments, including but not limited to reasonable attorneys' fees, court costs, and investigative or administrative costs arising out of or relating to (1) the County's acts or omissions on or over any portion of the Maintained Annexation Road that is within the County's jurisdiction and that do not arise out of, pertain to, or relate to the City's acts or omissions associated with performance of routine maintenance of said road as is required in this Agreement, and (2) the County's acts or omissions associated with the County's performance of maintenance services to the decorative features located at the Bob Hope Drive/Interstate 10 interchange within the City's jurisdiction, as required in this Agreement. Notwithstanding anything else herein, the County shall fully indemnify, defend and hold the City harmless from any liability imposed for any injury or damage occurring by reason of anything done or omitted to be done by the County under or in connection with any obligation delegated to the County under this agreement.

c. If the City uses a contractor for routine road maintenance services, the services shall be administered in accordance with applicable laws, including the California Labor Code provisions regarding prevailing wages, if required. City shall also cause City's contractor to maintain in force, a policy of contractual liability insurance, including coverage of bodily injury, liability and property damage liability, in the amount of Two Million Dollars (\$2,000,000) minimum single limit coverage, and a policy of automobile liability insurance in the amount of One Million Dollars (\$1,000,000) minimum. Endorsements to each policy shall be required which name the County, its officers, agents and employees as additionally insured. The City shall also require City's contractor to maintain workers' compensation insurance. The City shall provide certificates of insurance and additional insured endorsements which meet the requirements of this section to County prior to any contractor performing services on the road within County's jurisdiction.

Section 5. NO THIRD PARTY BENEFICIARIES

Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

Section 6.

MODIFICATION AND TERMINATION

This Agreement may not be modified, terminated or rescinded, in whole or part, except by a written instrument duly executed and attested by the parties hereto or their successors or assigns. Upon detachment from the City of any portion(s) of the Maintained Annexation Road within the City's jurisdiction, or any other change of organization involving the Maintained Annexation Road, this Agreement may be modified, terminated, or rescinded, in same manner.

Section 7.

DEFAULT

a. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided, however, that if the party who is otherwise claimed to be in default by the other party commences, in good faith, to cure, correct or remedy the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

b. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or any rights or remedies associated with a default.

d. In the event a default of any party to this Agreement may remain uncured for more than fifteen (15) calendar days following receipt of written notice, as provided above, and the alleged breaching party has not commenced, in good faith, to cure, correct or remedy the alleged default, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

e. Neither party shall be responsible for damages or be deemed in default by reason of any delay outside of the party's control, including but not limited to delay caused by strike, lockouts, accidents, acts of God or by the timeline for the Tribe's right to review and approve any maintenance or repair work of the decorative features located at the Bob Hope Drive/Interstate 10 interchange pursuant to the above referenced Funding Agreement.

Section 8.

BOOKS AND RECORDS; KEEPING OF DOCUMENTS

Each party shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to the work completed under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of performance pursuant to this Agreement. Any records or documents either created by or provided to either party in connection with the performance of this Agreement shall be kept in the ordinary course of business by that party.

Section 9. DOCUMENTATION

Upon request, each party shall provide the other party with documentation of work completed.

Section 10. REQUEST FOR DOCUMENTS FROM A NON-PARTY

In the event of any request for documents from a non-party to this Agreement, related to this Agreement, such as a public records request, submitted directly to a party, that party shall be solely responsible for responding to said request. Should that party require assistance from the other party, the other party may assist the party in responding to said request. Such assistance shall not be unreasonably withheld.

Section 11. NO AGENCY RELATIONSHIP CREATED

Nothing contained in this Agreement shall be deemed, construed, or represented by the parties or any third party to create the relationship of principal and agent. City shall have no authority, expressed or implied, to act on behalf of County in any capacity whatsoever as an agent. County shall have no authority, expressed or implied, to act on behalf of City in any capacity whatsoever as an agent.

Section 12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 13. NOTICE

All notices to be delivered hereunder if personally delivered shall be deemed received when delivered; such notices, if mailed in the United States mail, shall be mailed postage prepaid, registered or certified, with return receipt requested, and shall be deemed delivered on the date stated on the return receipt; and no such notices if mailed in any other manner shall be deemed received on actual receipt. Notices shall be mailed in the above manner to the following addresses:

County

City

Assistant Director of Transportation
Riverside County Transportation Dept.
4080 Lemon Street, 8th Floor
P.O. Box 1385
Riverside, CA 92502-1385

City Manager
City of Cathedral City
68700 Avenida Lalo Guerrero
Cathedral City, CA 92234

Either party may from time to time change the address for notice by notifying the other party of such new address in the manner set forth in this Section 13.

Section 14. **LITIGATION EXPENSES AND ATTORNEY'S FEES**

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 15. **REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT**

a. Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.

b. The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

c. Both parties were involved in the drafting of this Agreement, and this Agreement shall not be interpreted against either party on the grounds that one of the parties was solely responsible for preparing it or caused it to be prepared.

Section 16. **VENUE**

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in the Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

Section 17. **SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs or sections contained herein is

declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

Section 18. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 19. RIGHTS AND REMEDIES

Except with respect to the rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the party.

Section 20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

Section 21. EFFECTIVE DATE

This Agreement shall immediately become effective upon the recordation of the Certificate of Completion by the Riverside County LAFCO, whereupon the annexation of the Annexation Property shall become effective.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF CATHEDRAL CITY

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

Kathleen J. DeRosa, Mayor




Patricia Romo, Assistant Director of Transportation

APPROVED AS TO CONTENT:

Dated: 11/10/14

APPROVAL:

Charles P. McClendon, City Manager



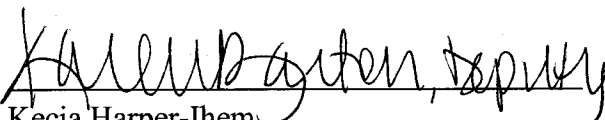
Jeff Stone, Chairman
Riverside County Board of Supervisors

Dated: NOV 24 2014

ATTEST:

ATTEST:

Gary F. Howell, City Clerk



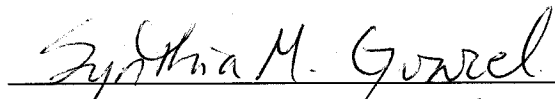
Kecia Harper-Ihem
Clerk of the Board of Supervisors

Dated: NOV 24 2014

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Charles Green, City Attorney



Gregory P. Priamos, County Counsel

Dated: 11-13-14

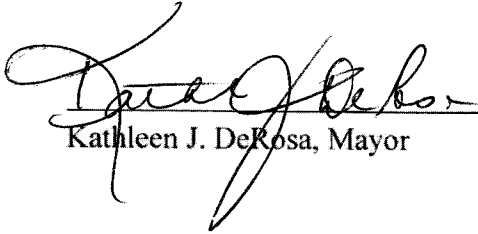
SYNTHIA M. GUNZEL
Deputy County Counsel

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF CATHEDRAL CITY

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

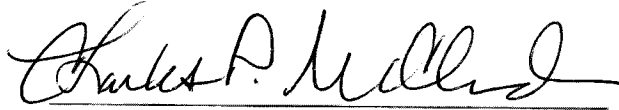

Kathleen J. DeRosa, Mayor

Patricia Romo, Assistant Director of
Transportation

Dated: _____

APPROVED AS TO CONTENT:

APPROVAL:

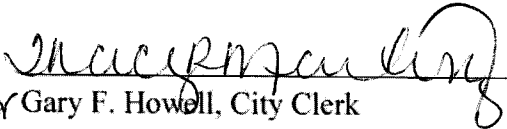

Charles P. McClendon, City Manager

Jeff Stone, Chairman
Riverside County Board of Supervisors

Dated: _____

ATTEST:

ATTEST:



for Gary F. Howell, City Clerk

Kecia Harper-Ihem
Clerk of the Board of Supervisors

Dated: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:


For Charles Green, City Attorney

Gregory P. Priamos, County Counsel

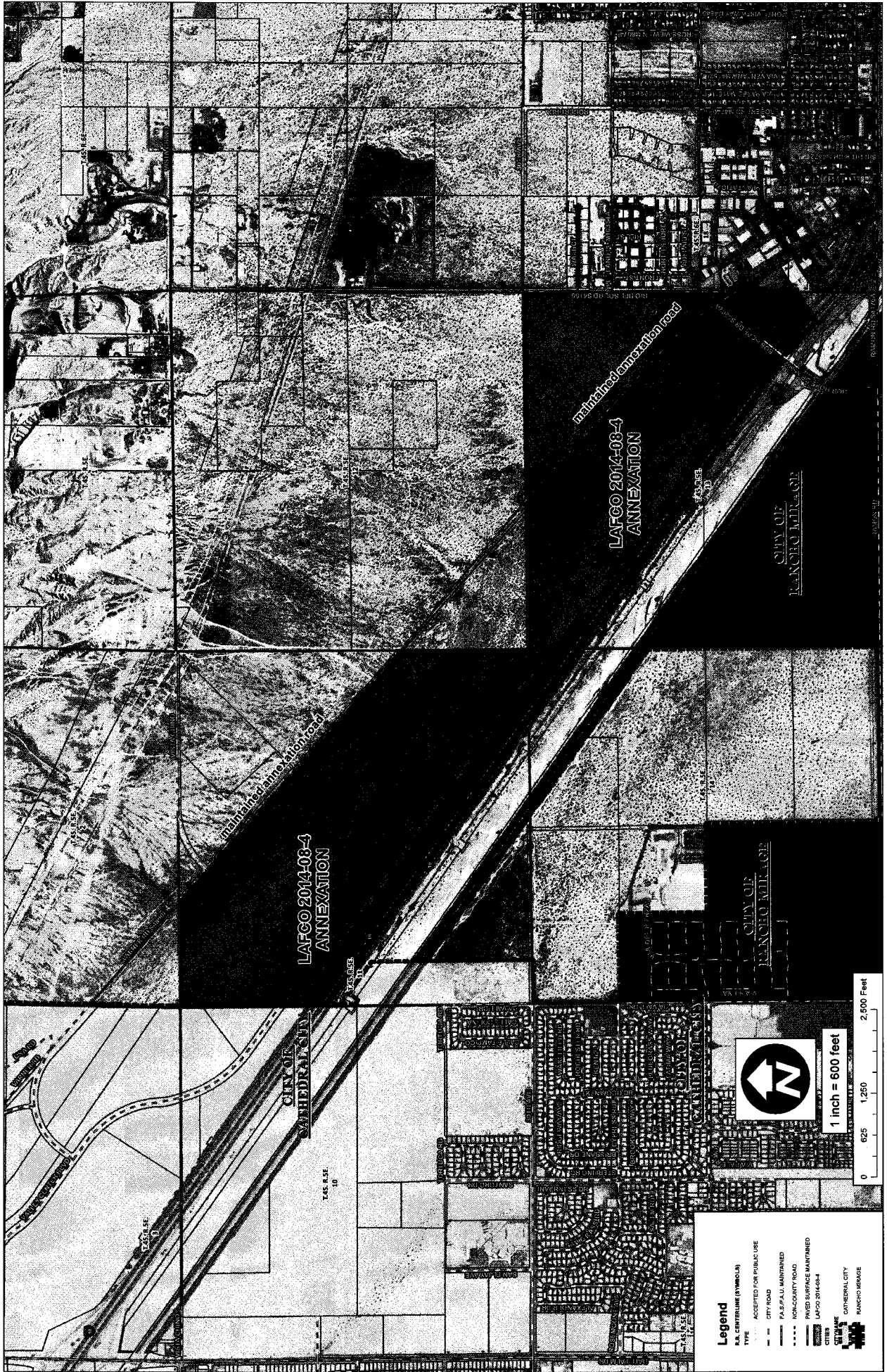
Dated: _____

EXHIBIT "A"

**DESCRIPTION AND DEPICTION
OF THE ANNEXATION PROPERTY**

[SEE ATTACHED]

LAFCO ANNEXATION 2014-08-4 - EXHIBIT A



- Legend**
- U.A. CENTERLINE (SYMBOLS)
 - ACCEPTED FOR PUBLIC USE
 - CITY ROAD
 - F.A.S.P.A.U. MAINTAINED
 - NON-COUNTY ROAD
 - PAVED SURFACE MAINTAINED
 - UNPAVED SURFACE MAINTAINED
 - LAFCO 2014-08-4
 - CITY OF RANCHO MIRAGE
 - CITY OF CALIBUR
 - CITY OF CALIBUR



1 inch = 600 feet



EXHIBIT "B"

**AGREEMENT FOR MAINTENANCE OF THE INTERSTATE 10/BOB HOPE DRIVE
INTERCHANGE IN THE COUNTY OF RIVERSIDE**

[SEE ATTACHED]

**AGREEMENT FOR MAINTENANCE OF THE INTERSTATE-10/
BOB HOPE DRIVE INTERCHANGE IN THE COUNTY OF RIVERSIDE**

THIS AGREEMENT is made and entered into in duplicate, effective this 19th day of MAY, 2009, by and between the State of California, acting by and through its Department of Transportation, hereinafter referred to as "STATE" and the COUNTY of RIVERSIDE hereinafter referred to as "COUNTY", and collectively referred to as "PARTIES."

WITNESSETH:

- A. WHEREAS, Cooperative Agreement No. 1379 was executed between COUNTY and STATE to construct Interstate 10 (I-10)/Bob Hope Drive extension and interchange realignment with Ramon Road, near the Thousand Palms area, hereinafter referred to as "PROJECT", and
- B. WHEREAS, in accordance with the said Cooperative Agreement it was agreed by PARTIES that prior to or upon PROJECT completion, COUNTY and STATE will enter into a maintenance agreement.
- C. WHEREAS, the PARTIES hereto mutually desire to clarify the division of maintenance responsibility, as defined in section 27 of the California Streets and Highways Code, and their respective responsibilities as to PROJECT constructed under the Cooperative Agreement No. 1379.
- D. WHEREAS there is an existing Freeway Maintenance Agreement 06-08-014 with COUNTY of RIVERSIDE, dated August 29, 2006. This Agreement is not meant to replace or supersede the earlier agreement/agreements.

NOW THEREFORE, IT IS AGREED:

1. Exhibits A1-A22 consists of plan drawings that delineated the areas within STATE right of way which are the responsibility of the COUNTY to maintain in accordance with this Maintenance Agreement.
2. COUNTY must obtain the necessary Encroachment Permits from STATE's District 8 Encroachment Permit Office prior to entering STATE right of way to perform COUNTY maintenance responsibilities. This permit will be issued at no cost to COUNTY.
3. **VEHICULAR AND PEDESTRIAN OVERCROSSING**
 - 3.1 COUNTY, at COUNTY expense, will maintain the deck surfacing (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck. The bridge structural maintenance shall be as provided for in Article 3.2 hereinbelow. The above deck portions include, but not limited to, screening, railing posts, illuminated pipe rails, lighting installations, all traffic service facilities provided for the benefit

Exhibit B

or control of pedestrian traffic such as guide and regulatory signs, bollards and striping, debris and graffiti removal from the walls facing the freeway and the COUNTY traffic .

3.2 STATE will maintain, at STATE expense, the structural integrity of the overcrossing of I-10 below the deck surface.

3.3 At such locations as shall be determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed as directed by section 92.6 of the Streets and Highways Code. All screens installed under this program will be maintained by STATE, at STATE expense except as provided in Article 3.4.1 hereinbelow.

3.4.1 COUNTY, at COUNTY expense, will maintain the architectural treatments to the slope pavement, columns, and the chain link railing provided for pedestrian screening above the bridge deck.

4. INTERCHANGE OPERATION

It is STATE'S responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads.

5. LEGAL RELATIONS AND RESPONSIBILITIES:

5.1 Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

5.2 Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless COUNTY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

5.3 Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY shall fully defend, indemnify and save harmless STATE and all

Exhibit B

of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.

6. EFFECTIVE DATE

This Agreement shall be effective upon the date appearing on its face, and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the parties or until terminated by STATE for cause. It is being understood and agreed, however, that the execution of this Agreement shall not affect any pre-existing obligations of COUNTY to maintain other designated areas until a written notice from STATE has been issued that work in such areas, which COUNTY has agreed to maintain pursuant to the terms of an agreement, has been completed.

The PARTIES are empowered by Street and Highways Code section 114 & 130 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

COUNTY OF RIVERSIDE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

BY Jeff Stone
JEFF STONE

WILL KEMPTON
Director of Transportation

CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:
KECIA HARPER-IHEM

BY C. J. [Signature]
COUNTY Clerk

BY Stephen R. Pusey
STEPHEN R. PUSEY
Deputy District Director
Maintenance

APPROVED AS TO FORM:

BY Marsha L. Victor 5/16/09
COUNTY Attorney
Marsha L. Victor

BY _____
**Legal Attorney
Department of Transportation

Exhibit B

*****Approval by STATE'S Attorney is not required unless changes are made to this form, in which case, the draft will be submitted to Headquarters for review and approval by STATE's Attorney as to form and procedures.***

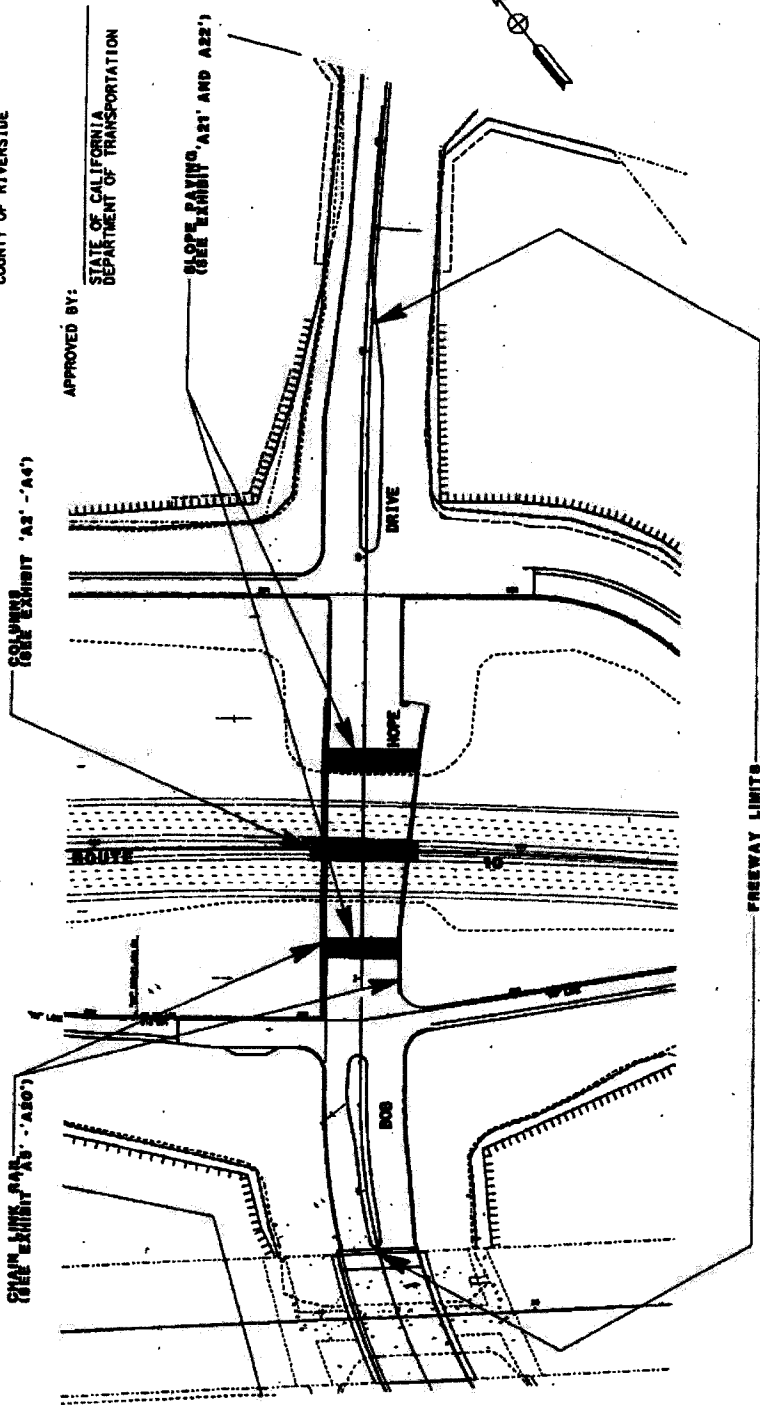
Exhibit B

*****Approval by STATE'S Attorney is not required unless changes are made to this form, in which case, the draft will be submitted to Headquarters for review and approval by STATE's Attorney as to form and procedures.***




Exhibit B

APPROVED BY: COUNTY OF RIVERSIDE DATE

APPROVED BY: STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION DATE



LEGEND

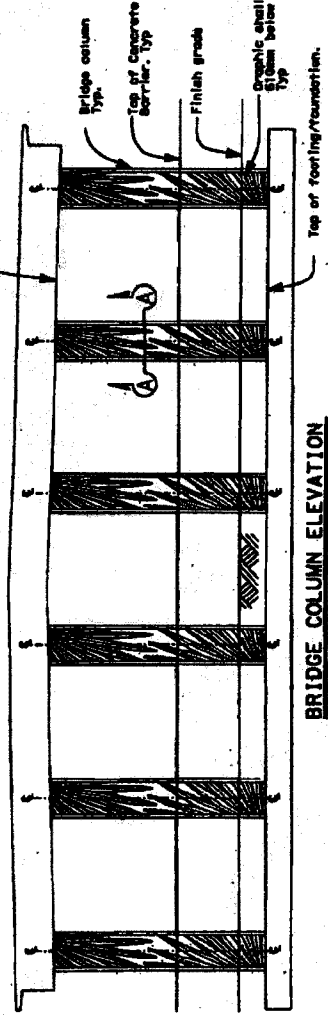
-  SLOPE PAVING AREA TO BE MAINTAINED BY THE COUNTY. (SEE EXHIBIT 'A21' AND 'A22')
-  COLUMNS TO BE MAINTAINED BY THE COUNTY. (SEE EXHIBIT 'A2' - 'A4')
-  CHAIN LINK RAILING TO BE MAINTAINED BY THE COUNTY. (SEE EXHIBIT 'A5' - 'A20')

RIV 10 - PM 41.3/44.6
EXHIBIT "A1"
BOB HOPE DRIVE O.C.

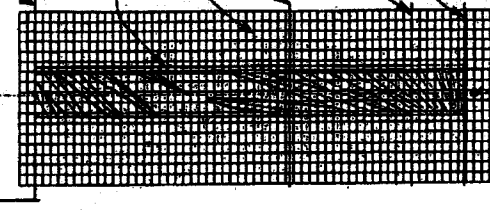
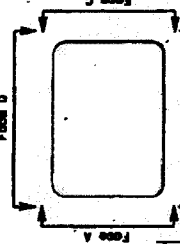
Exhibit 'A'

DIST COUNTY STATE DATE SHEET NO. 10
 REGISTERED CIVIL ENGINEER DATE
 PROFESSIONAL SEAL
 ALL ENGINEERS AND ENGINEERS-TO-BE
 LICENSED BY THE BOARD OF PROFESSIONAL ENGINEERS
 AND ARCHITECTS OF THE STATE OF CALIFORNIA
 License No. 10000
 State of California
 License expires 12/31/2000

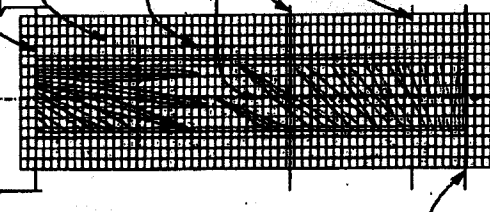
Refer to construction details of Legend, page 10 of these plans for details of bridge structure, street lighting and utility poles. All columns to be finished with special provisions. Refer to Section 10100, Standard Specifications for Highway Construction, for details of concrete bridge columns. The four sides of the largest bridge column located at the site shall be finished with a height of 0.30m from the top of the column. The remaining bridge columns shall be finished with a height of 0.30m from the top of the column. The bridge deck on the point of departure shall be finished with a height of 0.30m from the top of the column. The bridge deck on the point of departure shall be finished with a height of 0.30m from the top of the column. The bridge deck on the point of departure shall be finished with a height of 0.30m from the top of the column.



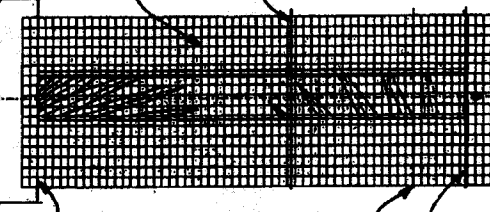
BRIDGE COLUMN ELEVATION



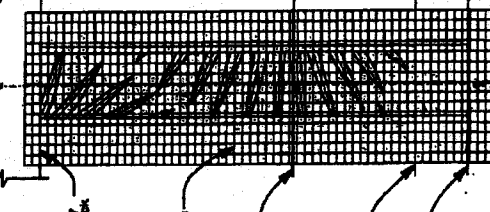
ENLARGEMENT BRIDGE COLUMN FACE A



ENLARGEMENT BRIDGE COLUMN FACE B



ENLARGEMENT BRIDGE COLUMN FACE C



ENLARGEMENT BRIDGE COLUMN FACE D

Gordon Banks Senior Engineer License No. 10000 State of California License expires 12/31/2000	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	PROJECT NO. 04-0911 SHEET NO. 23 OF 44
E. Engman 1-8-59 F. H. Nelson 1-8-59 G. J. Caplan 1-8-59	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	PROJECT NO. 04-0911 SHEET NO. 23 OF 44
E. Engman 1-8-59 F. H. Nelson 1-8-59 G. J. Caplan 1-8-59	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	PROJECT NO. 04-0911 SHEET NO. 23 OF 44

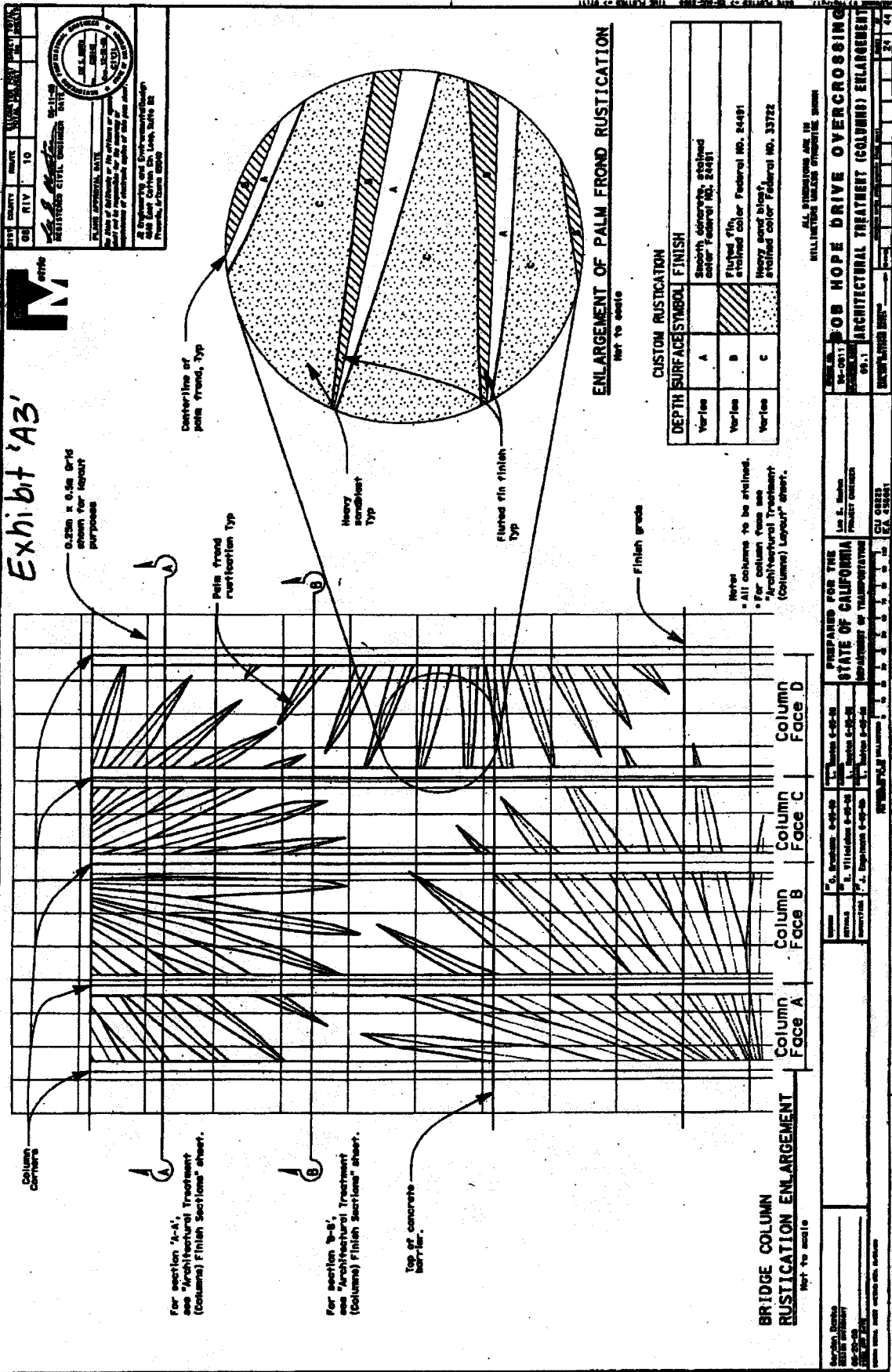


Exhibit 'A3'

DATE: _____ DRAWN BY: _____ CHECKED BY: _____
 JOB NO.: _____ TO: _____
 REGISTERED CIVIL ENGINEER STATE OF CALIFORNIA
 EXPIRES: _____
 ENGINEER'S SEAL AND SIGNATURE: _____
 PROJECT: _____
 SHEET NO.: _____ OF _____

ENLARGEMENT OF PALM FROND RUSTICATION
Not to scale

CUSTOM RUSTICATION

DEPTH	SURFACE SYMBOL	FINISH
Varies	A	Smooth concrete, stained color Federal No. 24491
Varies	B	Fluted rim, stained color Federal No. 24491
Varies	C	Heavy sandblast, stained color Federal No. 33722

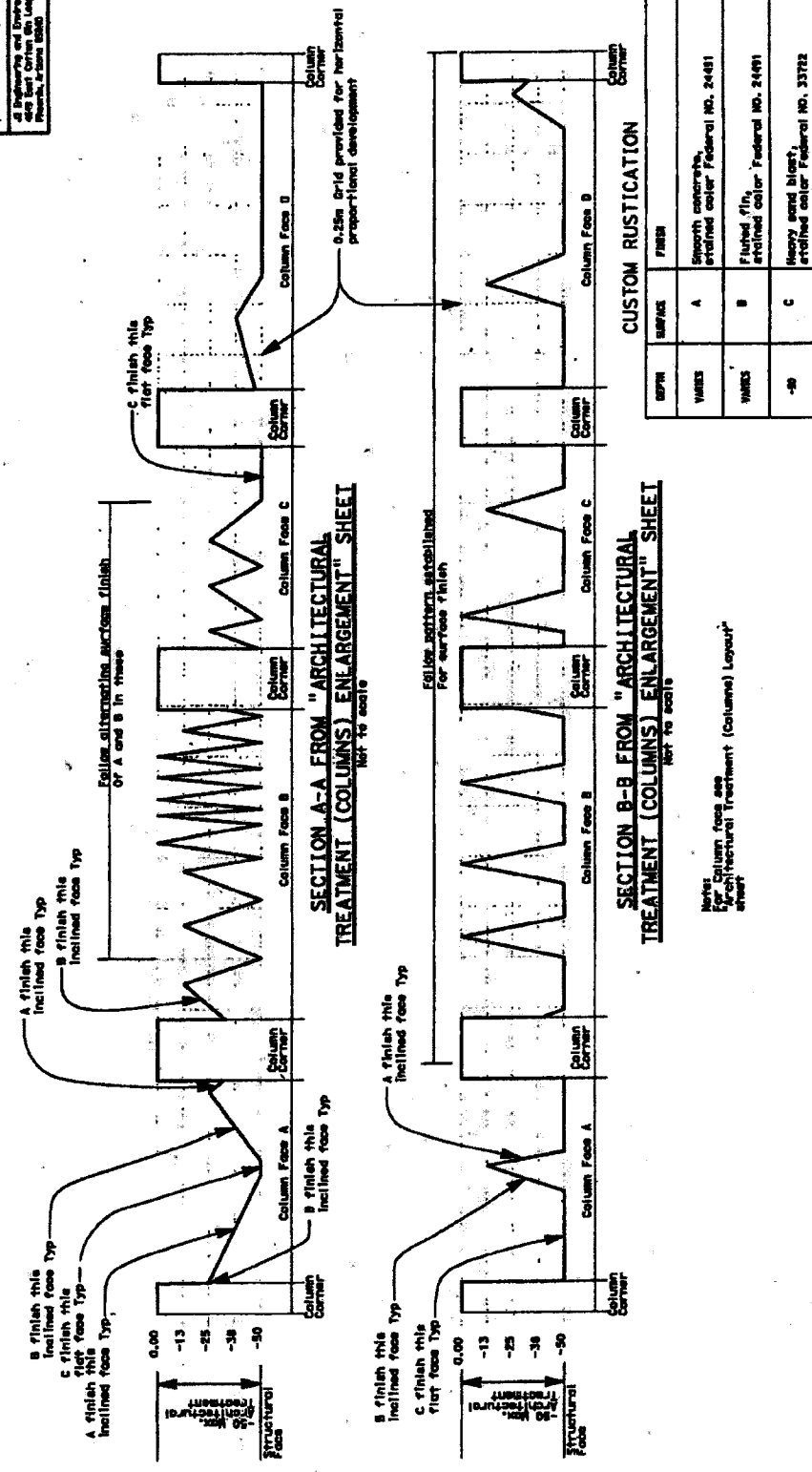
- Notes:
- All columns to be finished.
 - For column type see Architectural Treatment (Columns) Layout sheet.

BRIDGE COLUMN RUSTICATION ENLARGEMENT
Not to scale

PREPARED FOR THE STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 PROJECT NO. _____
 CONTRACT NO. _____
 SHEET NO. _____ OF _____
 DATE: _____

Exhibit 'A4'

PROJECT NO. 10
 DATE 10/10/10
 PROJECT NAME: BOB HOPE DRIVE OVERCROSSING
 DRAWING NO. 10-10-10-10
 SCALE: AS SHOWN
 DATE: 10/10/10
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]
 TITLE: ARCHITECTURAL ENLARGEMENT SHEET
 PROJECT: BOB HOPE DRIVE OVERCROSSING
 LOCATION: BOB HOPE DRIVE OVERCROSSING, BOB HOPE DRIVE, BOB HOPE DRIVE, BOB HOPE DRIVE
 SHEET NO. 10-10-10-10
 TOTAL SHEETS: 10-10-10-10



CUSTOM RUSTICATION

FINISH	FINISH
A	Smooth, enameled color, Federal No. 24481
B	Fluted, fluted, enameled color, Federal No. 24491
C	Heavy sand blast, enameled color, Federal No. 33732

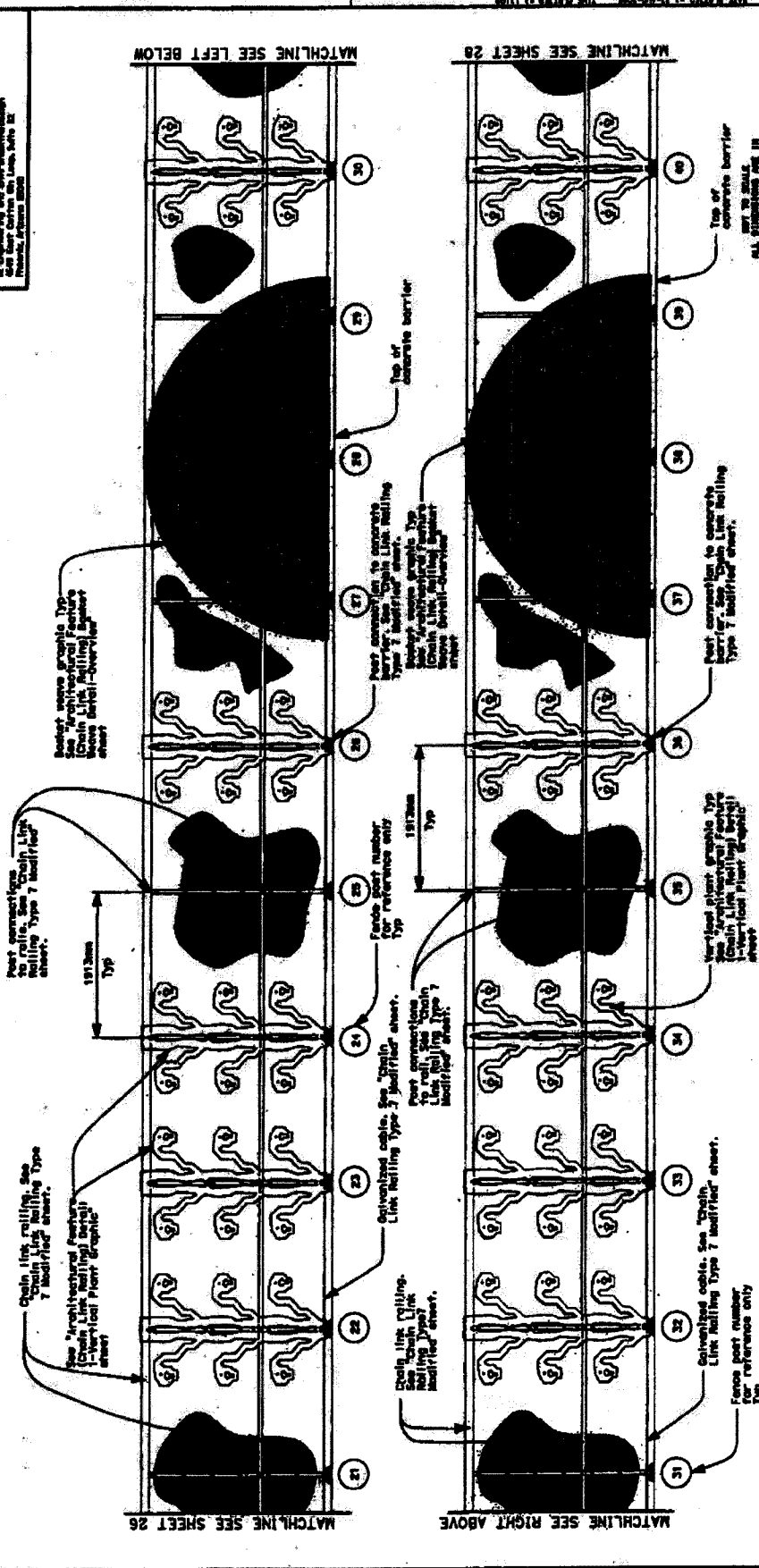
PREPARED FOR THE STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 PROJECT NO. 10-10-10-10
 SHEET NO. 10-10-10-10
 TOTAL SHEETS: 10-10-10-10
 DATE: 10/10/10
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

NO.	DATE	DESCRIPTION
1	10/10/10	10-10-10-10
2	10/10/10	10-10-10-10
3	10/10/10	10-10-10-10
4	10/10/10	10-10-10-10
5	10/10/10	10-10-10-10
6	10/10/10	10-10-10-10
7	10/10/10	10-10-10-10
8	10/10/10	10-10-10-10
9	10/10/10	10-10-10-10
10	10/10/10	10-10-10-10

Exhibit 'A6'

SHEET NO. 10
 OF 10
 RIV. TO
 DATE
 PROJECT NO. 10-10-10
 CONTRACT NO. 10-10-10
 DRAWN BY
 CHECKED BY
 APPROVED BY
 DATE

Legend:
 The post per Chain Link Rolling Type 7 modified sheet, numbered consecutively from 26 to 31, shall be rolled in accordance with the Chain Link Rolling Type 7 modified sheet. Except chain link rolling arrangements per sheet sequence, all other dimensions shall be as shown on the modified graphics sheet.



MATCHLINE SEE SHEET 26

MATCHLINE SEE SHEET 28

PROJECT NO. 10-10-10 CONTRACT NO. 10-10-10 DRAWN BY CHECKED BY APPROVED BY DATE	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	SHEET NO. 10 OF 10 RIV. TO DATE
--	---	--

Exhibit 'A7'

M **en**

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS

PROJECT NO. 10
 SHEET NO. 25

DATE: 10/1/58

BY: [Signature]

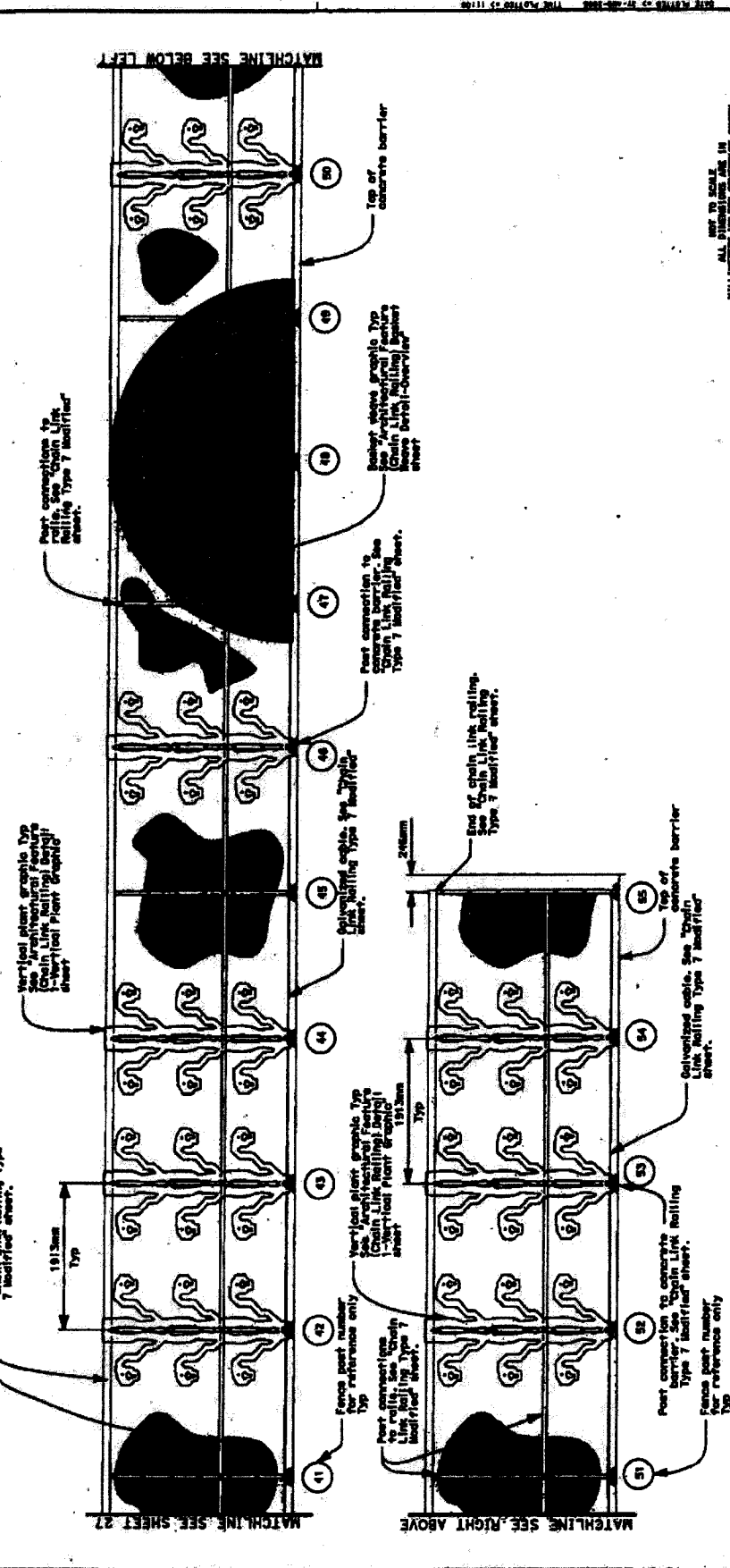
FOR: [Signature]

APPROVED: [Signature]

SCALE: AS SHOWN

Legend:
 1. Post per Chain Link Rolling Type 7
 2. Vertical plant graphic Type 7
 3. Architectural Feature (Chain Link Rolling Type 7)
 4. Chain Link Rolling Type 7
 5. Fence post number
 6. Post connection to concrete barrier
 7. Top of concrete barrier

Notes:
 1. All chain link rolling shall be in accordance with the specifications of the California Department of Transportation.
 2. All chain link rolling shall be in accordance with the specifications of the California Department of Transportation.
 3. All chain link rolling shall be in accordance with the specifications of the California Department of Transportation.



PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

PROJECT NO. 10 SHEET NO. 25

DATE: 10/1/58

BY: [Signature]

FOR: [Signature]

APPROVED: [Signature]

SCALE: AS SHOWN

ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SHOWN

BOB HOPE DRIVE OVERCROSSING

ARCHITECTURAL FEATURE (CHAIN LINK ROLLING) LAYOUT 1-POSTER SIDE

UNIVERSITY MICROFILMS

Exhibit 'A8'

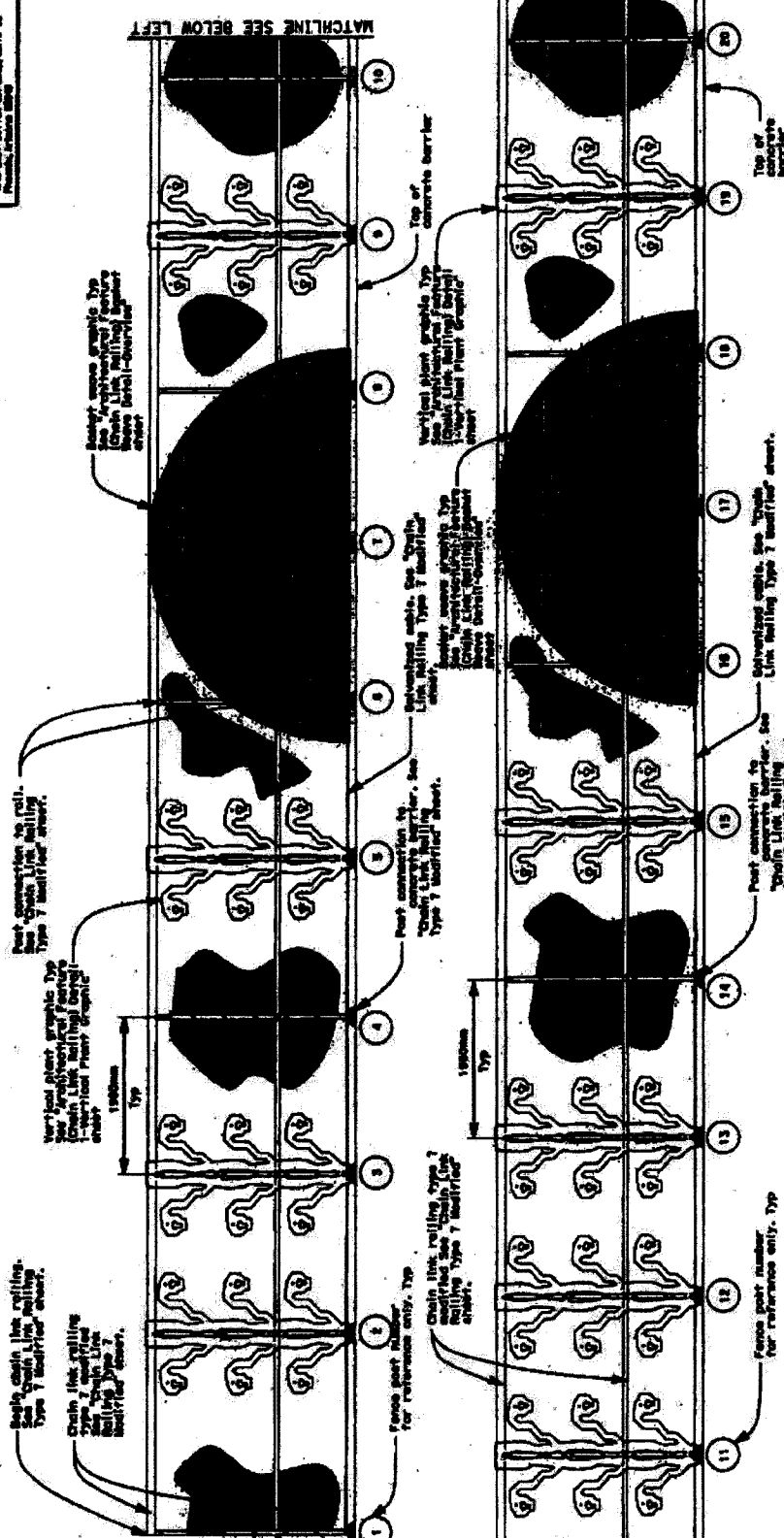
Legend for Chain Link Fencing Type 7 Modified Sheet, Standard Construction from beginning post to ending post. Dimensions are in feet. Chain link rolling shall be in accordance with the following: Chain link rolling shall be in accordance with the following: Chain link rolling shall be in accordance with the following:

1. Chain link rolling shall be in accordance with the following: Chain link rolling shall be in accordance with the following: Chain link rolling shall be in accordance with the following:

2. Chain link rolling shall be in accordance with the following: Chain link rolling shall be in accordance with the following: Chain link rolling shall be in accordance with the following:

1800mm Typ

1800mm Typ



M logo

DATE: 8/11/10
 COUNTY: 10
 PROJECT: 10
 SHEET: 10

PREPARED FOR THE
 STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

DESIGNED BY: [Name]
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: 8/11/10

DATE	8/11/10	NO.	10
CHECKED BY	[Name]	DATE	8/11/10
DRAWN BY	[Name]	NO.	10
DESIGNED BY	[Name]	PROJECT	10
SCALE	AS SHOWN	SHEET	10
TITLE	CHAIN LINK FENCING TYPE 7 MODIFIED SHEET		


MATCHLINE SEE ABOVE RIGHT

MATCHLINE SEE BELOW LEFT

MATCHLINE SEE SHY. 30

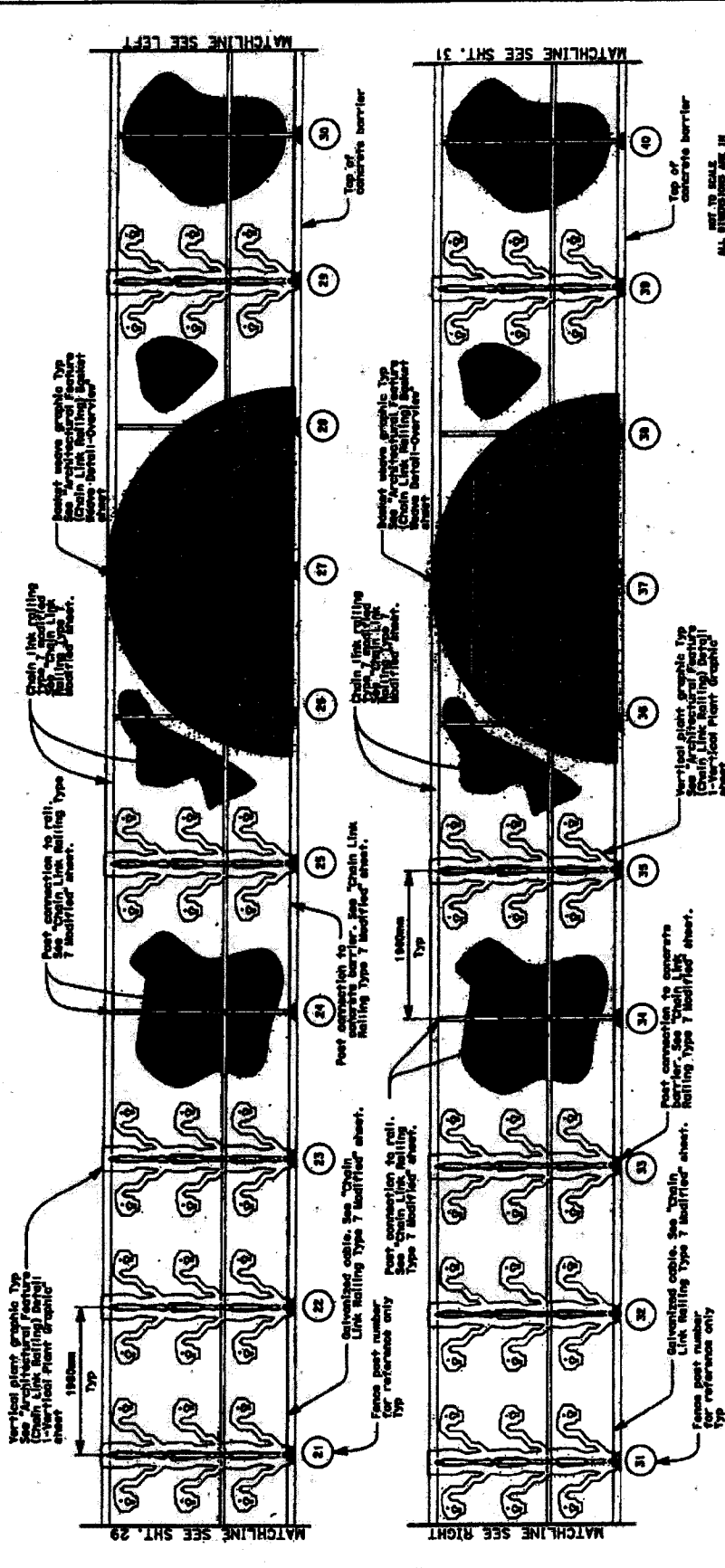
ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE SHOWN

Exhibit 'A9'



 COUNTY OF LOS ANGELES
 PUBLIC WORKS DIVISION
 1200 N. GARDEN STREET
 LOS ANGELES, CALIF. 90012
 213-229-2000
 213-229-2001
 213-229-2002
 213-229-2003
 213-229-2004
 213-229-2005
 213-229-2006
 213-229-2007
 213-229-2008
 213-229-2009
 213-229-2010

Legend:
 1. Top view of Chain Link railing Type 7
 2. Vertical plant graphic Type 7
 3. Architectural feature
 4. Vertical plant graphic
 5. Vertical plant graphic
 6. Vertical plant graphic
 7. Vertical plant graphic
 8. Vertical plant graphic
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 99. Vertical plant graphic
 100. Vertical plant graphic

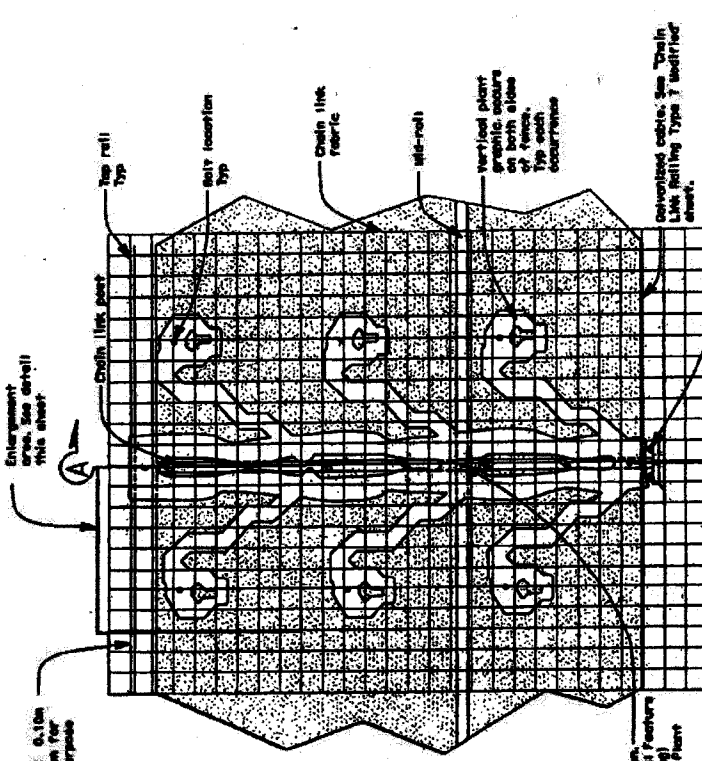
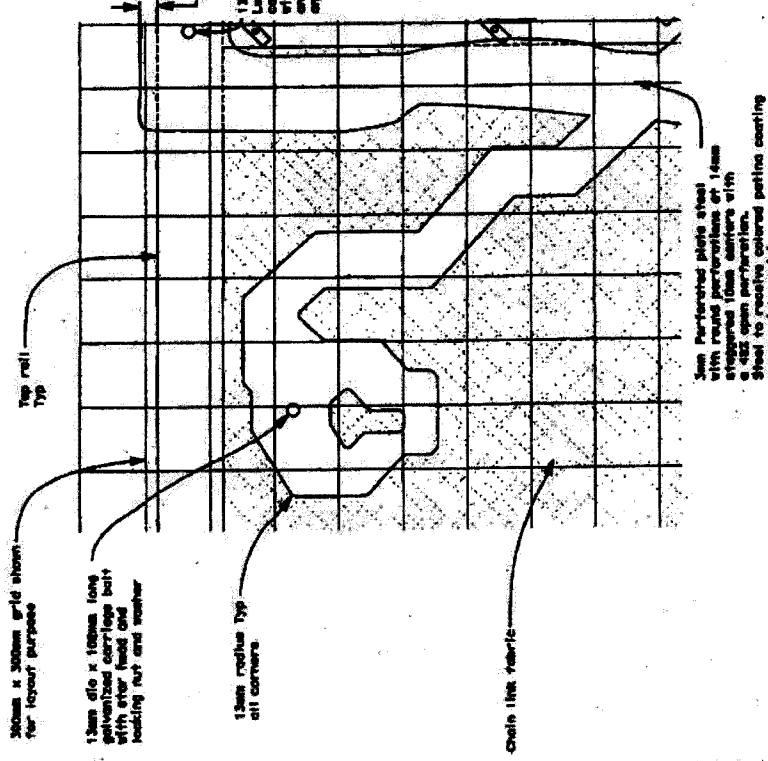


NO.	DATE	BY	CHKD.	DESCRIPTION
1	5-14-98	J. J. [unclear]	[unclear]	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
2	5-14-98	[unclear]	[unclear]	REVISIONS
3	5-14-98	[unclear]	[unclear]	REVISIONS
4	5-14-98	[unclear]	[unclear]	REVISIONS
5	5-14-98	[unclear]	[unclear]	REVISIONS
6	5-14-98	[unclear]	[unclear]	REVISIONS
7	5-14-98	[unclear]	[unclear]	REVISIONS
8	5-14-98	[unclear]	[unclear]	REVISIONS
9	5-14-98	[unclear]	[unclear]	REVISIONS
10	5-14-98	[unclear]	[unclear]	REVISIONS
11	5-14-98	[unclear]	[unclear]	REVISIONS
12	5-14-98	[unclear]	[unclear]	REVISIONS
13	5-14-98	[unclear]	[unclear]	REVISIONS
14	5-14-98	[unclear]	[unclear]	REVISIONS
15	5-14-98	[unclear]	[unclear]	REVISIONS
16	5-14-98	[unclear]	[unclear]	REVISIONS
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18	5-14-98	[unclear]	[unclear]	REVISIONS
19	5-14-98	[unclear]	[unclear]	REVISIONS
20	5-14-98	[unclear]	[unclear]	REVISIONS
21	5-14-98	[unclear]	[unclear]	REVISIONS
22	5-14-98	[unclear]	[unclear]	REVISIONS
23	5-14-98	[unclear]	[unclear]	REVISIONS
24	5-14-98	[unclear]	[unclear]	REVISIONS
25	5-14-98	[unclear]	[unclear]	REVISIONS
26	5-14-98	[unclear]	[unclear]	REVISIONS
27	5-14-98	[unclear]	[unclear]	REVISIONS
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38	5-14-98	[unclear]	[unclear]	REVISIONS
39	5-14-98	[unclear]	[unclear]	REVISIONS
40	5-14-98	[unclear]	[unclear]	REVISIONS

PREPARED FOR THE
 STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 CONTRACT NO. 98-001
 PROJECT NO. 98-001
 SHEET NO. 29 OF 40
 DATE: 5-14-98
 DRAWN BY: [unclear]
 CHECKED BY: [unclear]

Exhibit A11

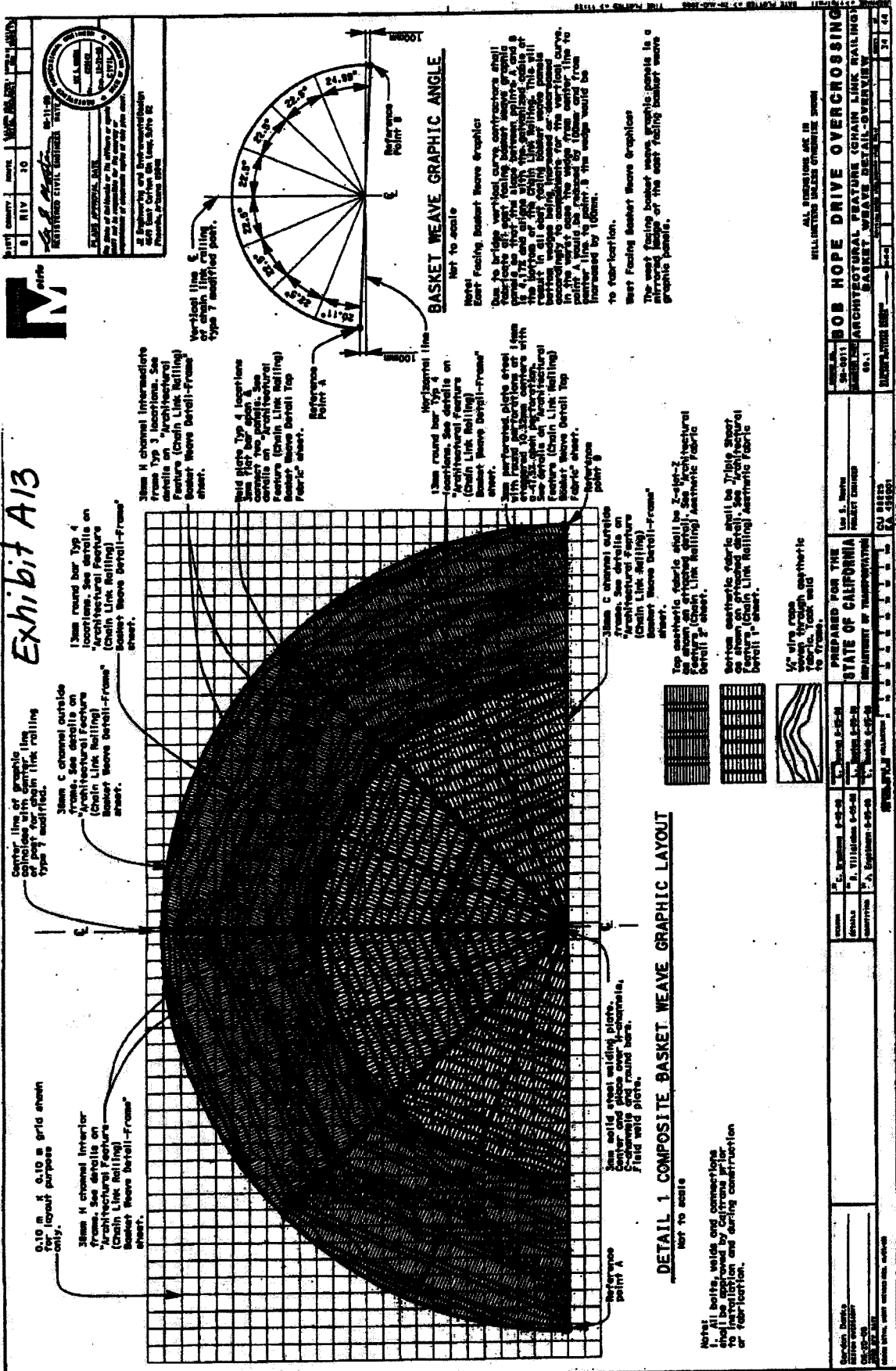
STATE OF CALIFORNIA
 LICENSE NO. 10
 MECHANICAL ENGINEERING
 EXPIRES 12/31/11
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF CALIFORNIA
 LICENSE NO. 10
 MECHANICAL ENGINEERING
 EXPIRES 12/31/11
 REGISTERED PROFESSIONAL ENGINEER



PREPARED FOR THE
STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 PROJECT NO. 44-0000-01
 CONTRACT NO. 44-0000-01-0001
 DRAWING NO. 44-0000-01-0001-001
 DATE: 11/11/11
 SCALE: AS SHOWN
 SHEET NO. 1 OF 1
 PROJECT LOCATION: BOB HOPE DRIVE OVERCROSSING
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

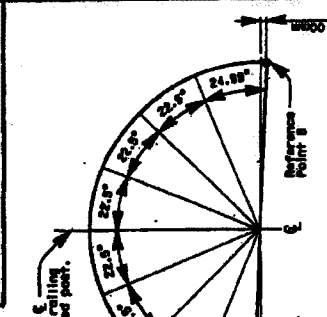
PREPARED FOR THE
STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF HIGHWAYS
 PROJECT NO. 44-0000-01
 CONTRACT NO. 44-0000-01-0001
 DRAWING NO. 44-0000-01-0001-001
 DATE: 11/11/11
 SCALE: AS SHOWN
 SHEET NO. 1 OF 1
 PROJECT LOCATION: BOB HOPE DRIVE OVERCROSSING
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

Exhibit A13



NO.	DATE	BY	REVISION
1	11/11/10	WMC	WMC

WMC ENGINEERING, INC.
10000 WILSON BLVD., SUITE 100
DALLAS, TEXAS 75243
TEL: 972-412-1111
WWW.WMCENGINEERING.COM



BASKET WEAVE GRAPHIC ANGLE
Not to scale

Vertical line E
Center line of graphic layout of part for chain link railing type Y modified part.

Reference Point A

Reference Point B

Vertical line F
Center line of graphic layout of part for chain link railing type Y modified part.

DETAIL 1 COMPOSITE BASKET WEAVE GRAPHIC LAYOUT
Not to scale

Welded steel meshing plates shall be fabricated and erected in accordance with the details shown on the drawings and during construction or fabrication.

Welded steel meshing plates shall be fabricated and erected in accordance with the details shown on the drawings and during construction or fabrication.

Welded steel meshing plates shall be fabricated and erected in accordance with the details shown on the drawings and during construction or fabrication.

NO.	DATE	BY	REVISION
1	11/11/10	WMC	WMC

WMC ENGINEERING, INC.
10000 WILSON BLVD., SUITE 100
DALLAS, TEXAS 75243
TEL: 972-412-1111
WWW.WMCENGINEERING.COM

NO.	DATE	BY	REVISION
1	11/11/10	WMC	WMC

WMC ENGINEERING, INC.
10000 WILSON BLVD., SUITE 100
DALLAS, TEXAS 75243
TEL: 972-412-1111
WWW.WMCENGINEERING.COM

ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SHOWN

BOB HOPE DRIVE OVERCROSSING

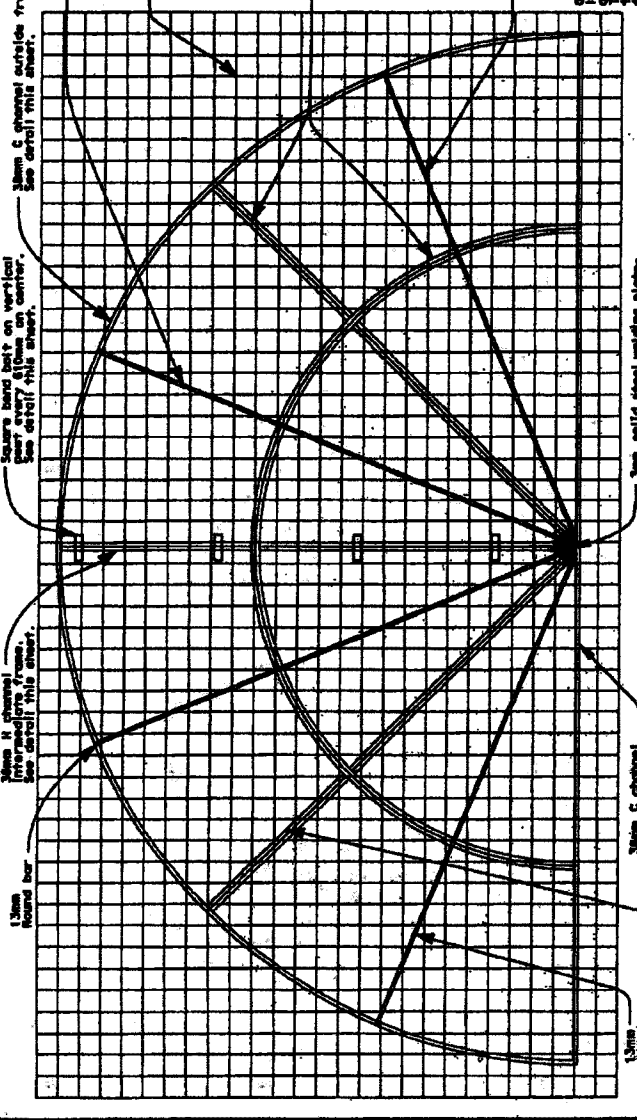
ARCHITECTURAL FEATURE (CHAIN LINK RAILING) BASKET WEAVE DETAIL-OVERVIEW

NO.	DATE	BY	REVISION
1	11/11/10	WMC	WMC

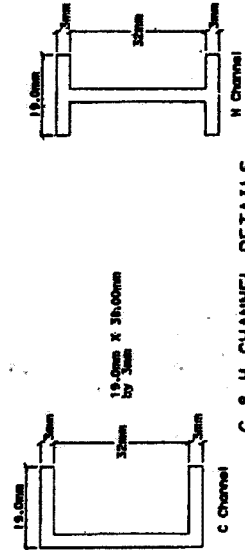
WMC ENGINEERING, INC.
10000 WILSON BLVD., SUITE 100
DALLAS, TEXAS 75243
TEL: 972-412-1111
WWW.WMCENGINEERING.COM

Exhibit A

COUNTY OF SAN DIEGO
 CIVIL ENGINEER
 JAMES H. ...
 REGISTERED CIVIL ENGINEER
 No. ...
 State of California
 License No. ...
 Exp. ...



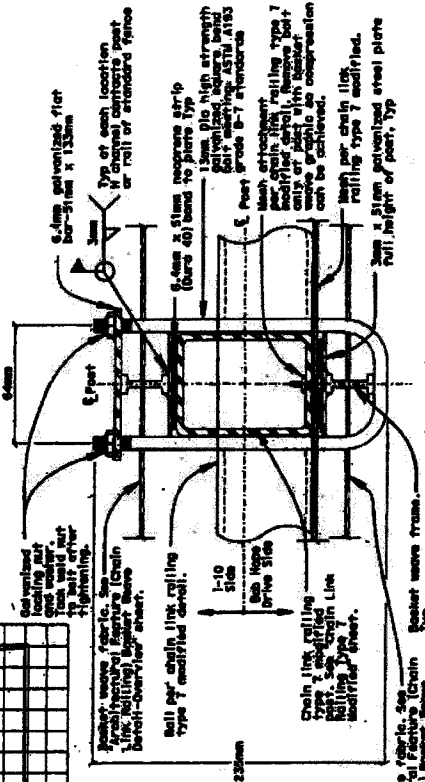
DETAIL 1 BASKET WEAVE FRAME SYSTEM
 Not to scale



C & H CHANNEL DETAILS
 Not to scale

NOTES

1. All welds shall be ground smooth.
2. All steel shall be free of oil burrs and sharp edges.
3. Welding directly to chain link railing type 7 modified post shall not be allowed.



SQUARE BEND BOLT DETAIL
 Not to scale

Notes: Square bend bolts to order of all locations where square bolts are used. Chain link railing type 7 modified post, see 'Chain Link Railing Type 7 Modified Post' sheet.

DATE	10-01-11	PROJECT	BOB HOPE DRIVE OVERCROSSING
DESIGNED BY	JAMES H. ...	CHECKED BY	JAMES H. ...
PROJECT NO.	...	CLIENT	...
SCALE	...	LOCATION	...
PREPARED FOR THE STATE OF CALIFORNIA Department of Transportation			
CONTRACT NO. ... SHEET NO. ... OF ...			

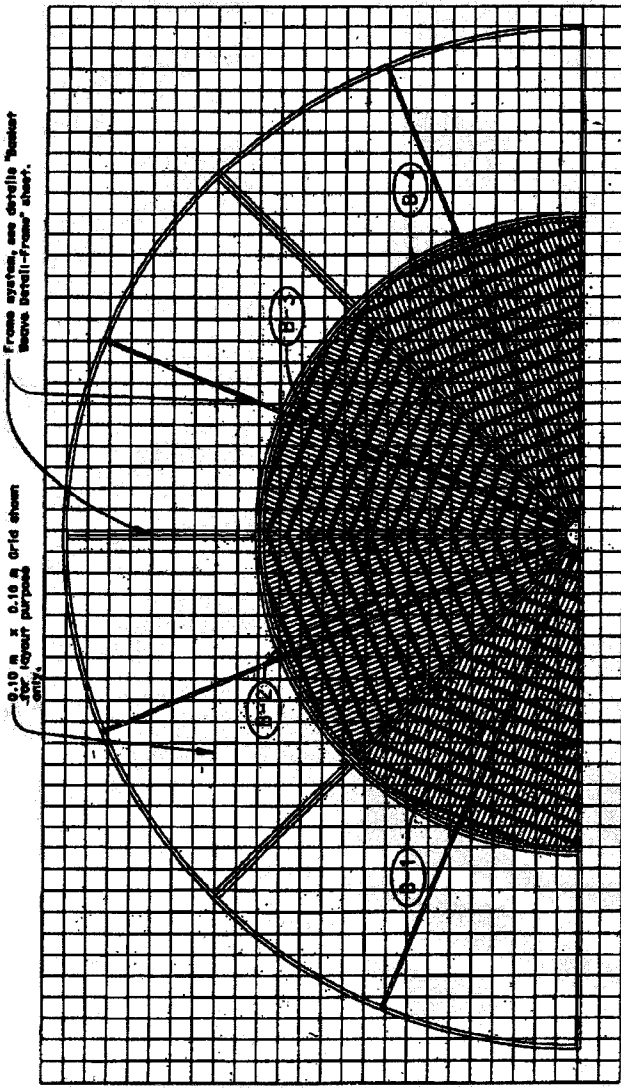
ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE NOTED

Exhibit A15

COUNTY OF RIVERSIDE
 DIVISION OF PUBLIC WORKS
 REGISTERED CIVIL ENGINEER
 STATE OF CALIFORNIA
 No. 10000
 EXPIRES 12/31/2010
 22 Engineers and Environmental Engineers
 400 East Carbon St., Los Angeles, CA 90013
 Phone: (213) 622-8200



- NOTES:
- All welds shall be ground smooth.
 - All steel shall be free of oil burrs and sharp edges.
 - Aesthetic fabric ends shall be concealed within the channel frame system and secured within the frame system through a series of field welds.



- Aesthetic fabric shall be attached fabric 'Triple Sheet' See 'Architectural Features (Chain Link Rolling) Aesthetic Fabric Detail 1' sheet.
- PANEL:
- B-1 Aesthetic fabric orientation At 157.5°
 - B-2 Aesthetic fabric orientation At 112.5°
 - B-3 Aesthetic fabric orientation At 67.5°
 - B-4 Aesthetic fabric orientation At 22.5°

BASKET WEAVE BOTTOM FENCE FABRIC LAYOUT
 Not to scale

ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE NOTED

SECTION: B-011 BOB HOPE DRIVE OVERCROSSING

PROJECT: ARCHITECTURAL FEATURE (CHAIN LINK RAILING)

DATE: 09.1 BASKET WEAVE DETAIL BOTTOM FENCE

PREPARED FOR THE STATE OF CALIFORNIA

PREPARED BY: [Signature] ENGINEER OF TRANSPORTATION

DATE: 10/1/09

SCALE: 1/4" = 1'-0"

PROJECT NO.: 09-0000

DATE: 10/1/09

BY: [Signature]

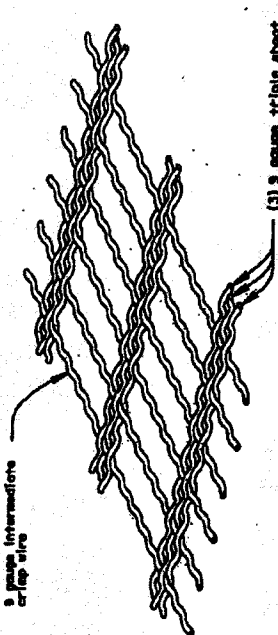
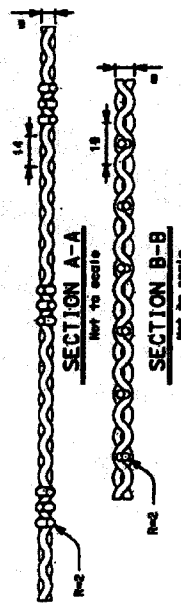
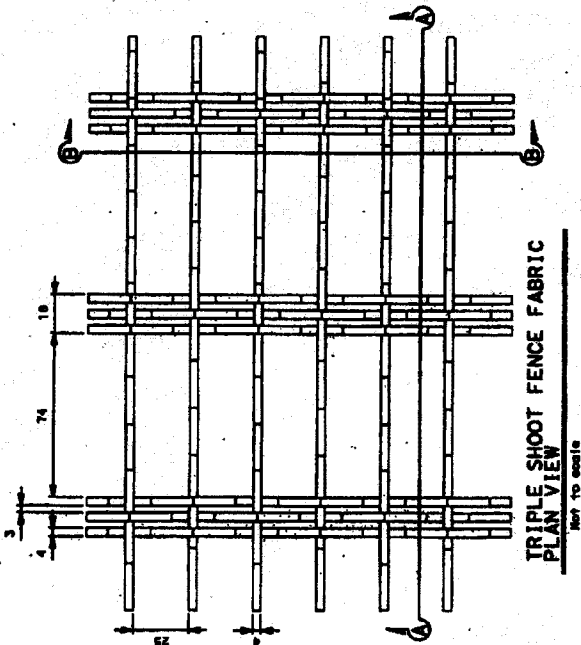
CHECKED BY: [Signature]

DATE: 10/1/09

Exhibit B

Exhibit A19

REGISTERED CIVIL ENGINEER
 STATE OF CALIFORNIA
 No. 11-10
 EXPIRES 12-31-10
 REGISTERED CIVIL ENGINEER
 J. A. BROWN
 CIVIL
 1000 S. GARDEN ST.
 ANAHEIM, CALIF. 92805
 (714) 771-1111



(3) 3 gauge triple shoot double weave wire with over and under crimp

3 gauge intermediate crimp wire

NOTE:
 1. All wire shall be galvanized.
 2. All ends shall be snipped or ground smooth.

ALL DIMENSIONS ARE IN MILLIMETERS UNLESS OTHERWISE SHOWN		JOB HOPE DRIVE OVERCROSSING	
DRAWN BY: J.A. BROWN	CHECKED BY: J.A. BROWN	PROJECT NO.: 1000	SHEET NO.: 10
PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION		ARCHITECTURAL FEATURES (CHAIN LINE RAILING) - RESTRICTED FABRIC DETAIL 1	
PROJECT NO.: 1000		SHEET NO.: 10	
DRAWN BY: J.A. BROWN		CHECKED BY: J.A. BROWN	

Exhibit B

Exhibit A20

M

REGISTERED CIVIL ENGINEER

STATE OF CALIFORNIA

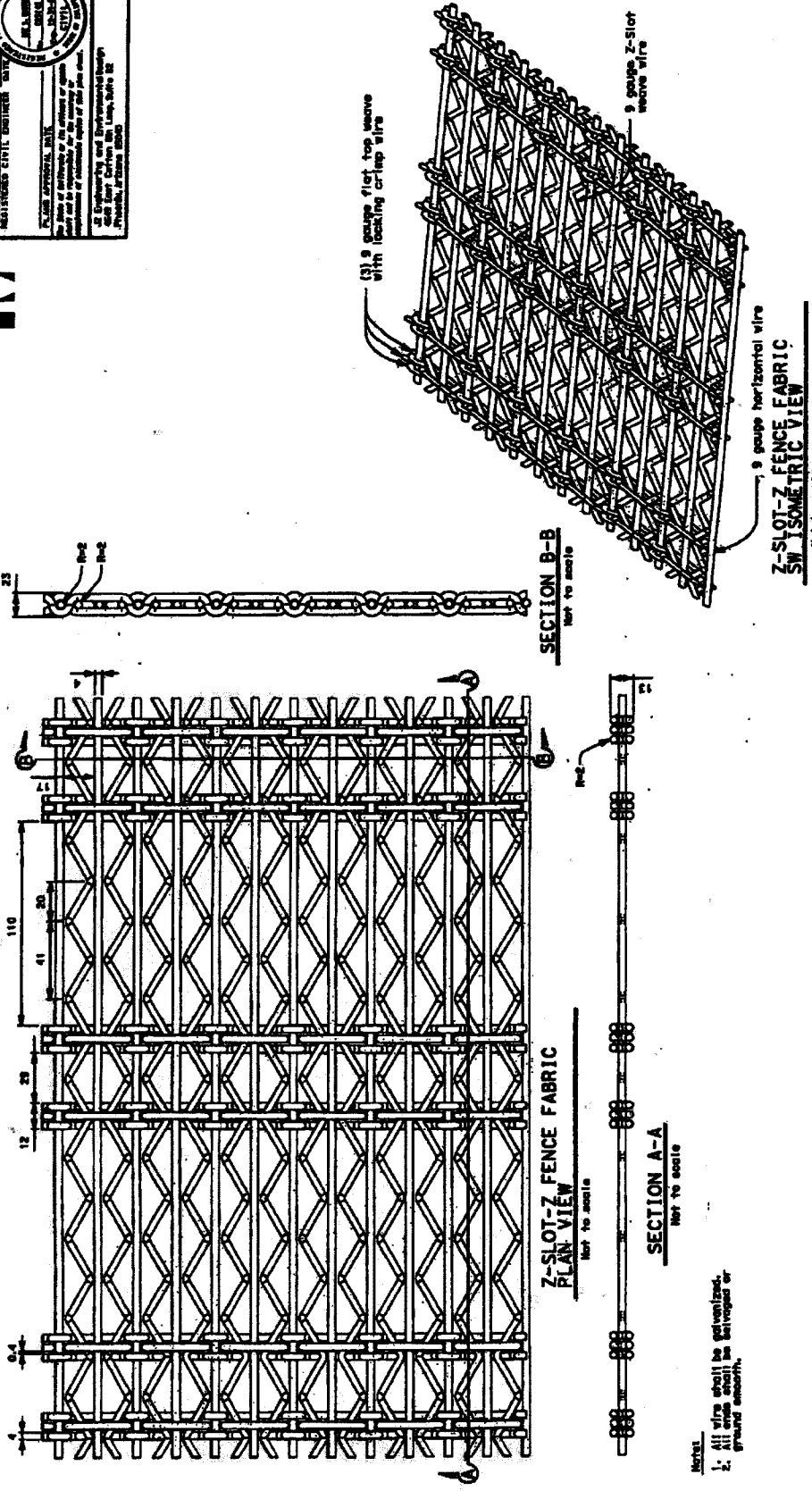
NO. 11-24

PLANS APPROVED DATE 08-11-24

FOR THE DESIGN OF AN OVERPASS AT THE INTERSECTION OF STATE ROUTE 10 AND STATE ROUTE 99, NEAR THE CITY OF SAN JOSE, CALIFORNIA.

AS ENGINEER AND THE DESIGNER OF THE OVERPASS AND THE FENCE FABRIC TO BE INSTALLED THEREON.

PROFESSIONAL SEAL



- Notes:
- All wire shall be galvanized.
 - Ground anchors.

Section, Date 08-11-24 08-11-24	PREPARED FOR THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	PROJECT NO. 10-001	DRAWING NO. 10-001-10
DRAWN BY J. J. JONES	CHECKED BY J. J. JONES	TITLE Z-SLOT-Z FENCE FABRIC	SCALE AS SHOWN
APPROVED BY J. J. JONES	DATE 08-11-24	PROJECT NO. 10-001	DRAWING NO. 10-001-10

ALL DIMENSIONS ARE IN
 FEET UNLESS OTHERWISE SHOWN

BOB HOPE DRIVE OVERCROSSING

ARCHITECTURAL FEATURES (CHAIN LINK RAILROAD)

EXHIBIT "C"

**FUNDING AGREEMENT FOR THE MAINTENANCE OF THE PROPOSED
ARCHITECTURAL TREATMENTS TO THE BOB HOPE DRIVE/I-10 INTERCHANGE**

[SEE ATTACHED]

FUNDING AGREEMENT

FOR THE MAINTENANCE OF THE PROPOSED ARCHITECTURAL TREATMENTS

TO THE FUTURE BOB HOPE DRIVE/I-10 INTERCHANGE

This FUNDING AGREEMENT ("Agreement"), dated May 10, 2011 is between the County of Riverside, a political subdivision of the State of California ("County") and Agua Caliente Band of Cahuilla Indians ("Tribe"), a federally recognized Indian Tribe whose Indian Lands are located within the boundaries of the County.

WITNESSETH:

WHEREAS, the Agua Caliente Band of Cahuilla Indians is a Federally-recognized Indian Tribe governing itself according to a Constitution and By-Laws and exercising sovereign authority over the lands of the Agua Caliente Indian Reservation ("Reservation"), acting through its duly elected Tribal Council; and

WHEREAS, the County is a subdivision of the State of California, possessing full powers with respect to legislative affairs to regulate the territory under its jurisdiction and in accordance with the California Constitution and State law, and acting through its duly elected Board of Supervisors ("Board"); and

WHEREAS, The Tribe hired an artist to upgrade the aesthetic design of the future Bob Hope Drive/I-10 Interchange ("Interchange") by incorporating architectural treatments to the slope pavement, columns, and chain link railing provided for pedestrian screening above the Interchange bridge deck; and

WHEREAS, the Tribe coordinated with the California Department of Transportation ("Caltrans") to incorporate architectural treatments to the slope pavement, columns, and chain link railing provided for pedestrian screening above the bridge deck for the Interchange; and

WHEREAS, Caltrans approved the incorporation of the proposed architectural treatments commissioned by the Tribe, subject to a separate maintenance agreement; and

WHEREAS, the County has entered into an agreement with Caltrans to take responsibility for the maintenance of the architectural treatments; and

WHEREAS, the Board of Supervisors ("Board") of the County, has resolved to enter into this Agreement with the Tribe to establish a procedure for the County to seek reimbursement for expenses associated with the maintenance of the architectural treatments.

NOW THEREFORE, IT IS AGREED:

In consideration of the above recitals and the covenants hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

MAY 10 2011 3.30

Bob Hope Drive/I-10 Interchange Maintenance Funding Agreement**Section 1. Reimbursement Agreement for Routine Maintenance Expenses.**

The Tribe shall, within 30 days of receipt of an invoice, reimburse the County for expenses incurred during routine maintenance of the aesthetic treatments to the slope pavement, columns, and chain link railing. Routine maintenance shall include, but not be limited to, graffiti removal, re-staining of faded areas, and other minor repairs. The standard amount of reimbursement under routine maintenance shall be limited to \$2,000 per calendar year. Any routine maintenance work that exceeds this amount shall be pre-approved by the Tribe.

Section 2. Non-Routine Maintenance and Damage Repair or Routine Maintenance in excess of the maximum yearly authorization.

For all non-routine related maintenance and damage repair (i.e. damage from a vehicle crash, severe weather, or natural disaster) to the aesthetic treatments of the slope pavement, columns, and chain link railing, the County shall prepare a scope and cost estimate for the needed maintenance or repair work and submit them to the Tribe for review and approval. The Tribe shall review the scope and cost estimate submitted by the County to determine if the cost estimate is reasonable and, if so, agree to reimburse the County for the maintenance or repair work. In the event that actual bid amounts received exceed the cost of the estimate, County shall submit the bids received to the Tribe for review and approval. The Tribe shall review the bids to determine if the costs are reasonable and, if so, agree to reimburse the County for the maintenance or repair work. If the Tribe does not agree with the cost estimate, scope of the maintenance or repair work or the actual bids, the Tribe shall negotiate in good faith with the County to resolve the disagreement. However, nothing in this agreement shall limit the County's ability to perform immediate repair work to the railings or other safety elements using the most expeditious means available to protect the public health and safety. In the event of a vehicle crash or other man-caused incident, the County shall make reasonable efforts to seek restitution from the at-fault party prior to seeking reimbursement from the Tribe.

Section 3. Term.

Once ratified, this Agreement shall remain in full force and effect until Caltrans assumes maintenance responsibilities for the architectural treatments.

Section 4. Amendment.

At any time, if either party to this Agreement believes that changed circumstances require an amendment to the terms of this Agreement, on request by the party claiming the changed circumstances, authorized representatives of the parties will meet and confer to review the claimed changed circumstances on a government-to-government

Bob Hope Drive/I-10 Interchange Maintenance Funding Agreement

1 basis to determine if this Agreement should be so amended. If so, any amendment will be in writing, following the
2 form of this Agreement, and signed by authorized representatives to this Agreement.

3 **Section 5. Assignment.**

4 This Agreement may not be assigned by the Tribe or the County without the formal written consent of both
5 parties, which consent shall be in the form of a written amendment to this Agreement and shall not be
6 unreasonably withheld, delayed or conditioned.

7 **Section 6. Independent Parties**

8 Notwithstanding the provision of the reimbursement agreement for routine maintenance and the non-routine
9 maintenance and damage repair procedures for the architectural treatments, it is the express intent of the parties
10 that each is an independent party, and nothing in this Agreement shall be interpreted or construed as creating or
11 establishing a joint powers authority, joint venture, or any other relationship between the parties other than as
12 separate legal entities.

13 **Section 7. Notices.**

14 Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other
15 communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or
16 at such other address as such party may provide to the other party in writing from time to time, namely:

17 Director of Transportation

18 County of Riverside

19 4080 Lemon Street

20 Riverside, CA 92502-1629

21 Fax: (951) 955-3198 Phone: (951) 955-6740

22
23 Chief Planning and Development Officer

24 Agua Caliente Band of Cahuilla Indians

25 5401 Dinah Shore Drive

26 Palm Springs, CA 92264

27 Fax: (760) 699-6959 Phone: (760) 699-6800

28 Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other
29 communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served

Bob Hope Drive/I-10 Interchange Maintenance Funding Agreement

1 or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram, or telecopy, upon
2 the sender's receipt of an appropriate answer back or other written acknowledgment, (c) if given by registered or
3 certified mail, return receipt requested, deposited in the United States mail postage prepaid, 72 hours after such
4 notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24
5 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address
6 specified in this Section.

Section 8. Warranties and Representations.

7
8 Each of the individuals signing this Agreement warrants and represents (i) the full power to enter into this
9 Agreement on behalf of itself; (ii) that the Tribe is entitled to conduct business as described herein, (iii) that all
10 actions and approvals have been taken which are necessary to make this Agreement a binding and enforceable
11 obligation of each party; (iv) that the individual signing this Agreement is authorized to execute this Agreement,
12 and (v) that the delivery, and performance of this Agreement is not in conflict with and will not cause an event of
13 default under any agreement or instrument to which each is bound. An opinion from counsel representing the
14 Tribe specifically addressing the provisions of enforceability will be delivered with the executed copy of this
15 Agreement.

Section 9. Consent to Jurisdiction: Limited Waiver of Sovereign Immunity and Exhaustion of Tribal Remedies.

16
17
18 By entering into or performing under this Agreement, the Tribe does not waive, limit, or alter its sovereign
19 immunity from unconsented suit or other proceedings except as expressly stated herein. The Tribe does hereby
20 expressly and irrevocably waives its sovereign immunity from unconsented suit by the County, and only the
21 County, solely for the enforcement by the County of the express obligations undertaken by the Tribe toward the
22 County in this Agreement. For only this purpose, the Tribe hereby consents to such suits brought by the County
23 in the State courts of the State of California (including any courts to which appeals therefrom are available).
24 Subject to the same limitations, the Tribe also hereby waives any application of the doctrine of exhaustion of tribal
25 court remedies or any similar rule of comity with respect to tribal courts. These waivers do not extend, however,
26 to any action by persons or entities not parties to this Agreement. Further, this waiver applies to permit the
27 County to enforce any final judgment or court order against the Tribe in favor of the County pertaining to the
28 enforcement of this Agreement, as described above.

Bob Hope Drive/I-10 Interchange Maintenance Funding Agreement

Section 10. General.

This Agreement contains the entire agreement between the parties with respect to the matters herein provided for, and may only be amended by a subsequent written agreement signed on behalf of all the parties. This Agreement is entered into for the sole benefit of the parties hereto and there are no third party beneficiaries to this Agreement. Unless inconsistent with Federal law, which shall be supreme, the laws of the State of California shall govern the interpretation and enforcement of this Agreement.

The parties to this Agreement and their counsel have reviewed and revised this Agreement, and the normal rule of construction to the effect that any ambiguities in an agreement are to be resolved against the drafting parties shall not be employed in the interpretation of this Agreement. If a provision of this Agreement is found to be void, illegal or unenforceable, then any such provision shall be stricken and the remaining provisions hereof shall, nevertheless, remain in full force and effect. Should any party to this Agreement commence a court action or proceeding against any other party with respect to this Agreement, the party or parties prevailing in such action or proceeding shall be entitled to receive from the losing party or parties its/their reasonable attorneys' fees, expert witness' fees, court costs and other costs incurred by it/their in prosecuting or defending such action or proceeding. The captions of the sections of this Agreement are provided for convenience only and shall not have any bearing on the interpretation of any section hereof. This Agreement constitutes the complete and entire written agreement between the parties hereto and constitutes the complete expression of the terms of the Agreement. All prior and contemporaneous agreements, representations, and negotiations are superseded and merged herein. This Agreement may be executed in several counterparts, each of which shall be an original copy of the same agreement and which together shall constitute a single agreement.

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Bob Hope Drive/I-10 Interchange Maintenance Funding Agreement

1 APPROVALS

2 COUNTY

3 APPROVED AS TO FORM:

4
5
6 *Fausta Weaver* Dated: 4/27/11

7 FAMELA J. WALLS

8 County Counsel

9
10 APPROVAL BY THE BOARD OF SUPERVISORS

11
12
13 *Bob Buster* Dated: MAY 10 2011
14 BOB BUSTER

15 PRINTED NAME

16 Chairman, Riverside County Board of Supervisors

17 ATTEST:

18
19
20 *Kecia Harper-Ihem* Dated: MAY 10 2011

21 KECIA HARPER-IHEM

22 Clerk of the Board (SEAL)

AGUA CALIENTE BAND OF CAHUILLA INDIANS

APPROVED AS TO FORM:

Michelle Carr Dated: 3/23/11

MICHELLE A. CARR

Tribal Counsel

APPROVED:

Richard M. Milanovich Dated: 3-23-11

RICHARD M. MILANOVICH

Chairman, Tribal Council

MAY 10 2011 330