

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



ITEM: 11.3
(ID # 18042)

MEETING DATE:
Tuesday, August 30, 2022

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Maintenance Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Menifee for Bradley Road Bridge Over Salt Creek, Project No. 4-6-10000, EP 3552, CEQA Exempt, District 5. [\$2,000,000 Not-to-exceed Cost – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Cooperative Maintenance Agreement is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the Cooperative Maintenance Agreement ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and the City of Menifee ("City");
3. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents on behalf of the District; and
4. Direct the Clerk of the Board to return two (2) copies of the executed Agreement to the District.

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

8/11/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 30, 2022
xc: Flood

Kecia R. Harper
Clerk of the Board
By:
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 2,000,000	\$ 2,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Zone 4 Funds 100% (See additional Fiscal Information)			Budget Adjustment: No	
			For Fiscal Year: 23/24-26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Agreement sets forth the terms and conditions by which the District will contribute up to two million dollars (\$2,000,000) in funding to the City for the construction of the Bradley Road Bridge Over Salt Creek project.

Salt Creek Channel was originally engineered to retain flows up to a 100-year storm event and reduce flooding. Currently, Bradley Road crosses Salt Creek Channel in a north to south direction at an almost equal elevation, which causes Bradley Road to flood during rain events, presenting hazards to motorists and resulting in closure of the roadway.

The District has budgeted for and the City has plans to design and construct the Bradley Road Bridge over Salt Creek Channel. Upon construction completion, the Bradley Road Bridge Over Salt Creek Channel project will mitigate ongoing Bradley Road flooding and road closures at the existing low flow crossing by raising the road approximately 12 feet above Salt Creek Channel and providing 100-year flood protection.

Upon completion of the construction, the City will assume ownership and responsibility of operation and maintenance of Bradley Road Bridge and bridge improvements including (i) structural integrity of the Bradley Road Bridge, (ii) associated appurtenances, including, but not limited to, piers, abutments, scour and slope protection, guardrails, fencing, street surfacing, street inlets, catch basins and connector pipes, (iii) general beautification maintenance over and under Bradley Road Bridge, including, but not limited to, weed abatement, trash removal, graffiti removal and (iv) all of the improvements as shown on City's Storm Drain Plans for CIP 13-04.

Upon completion of the construction, the District will assume ownership and responsibility of operation and maintenance of storm drain improvements within the portion of Salt Creek Channel right of way owned by the District, including certain outlets, connector pipes, headwall, toe down and outlet riprap.

County Counsel has approved the Agreement as to legal form, and the City has executed the Agreement.

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Environmental Findings

The Agreement is exempt from CEQA pursuant to the CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption, which provides, "The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The Agreement does not authorize to any extent whatsoever actual physical development of the underlining property. Such development, if it occurs at all, will be the result of subsequent actions subject to CEQA review by the City prior to construction. The Agreement merely establishes the terms by which the District will contribute funding to the City, and the City will assume ownership and responsibility for operation and maintenance of the bridge, and the District will assume responsibility for operation and maintenance of storm drain features within District right of way. Therefore, it can be seen with certainty that there is no possibility the Agreement will have a significant effect on the environment.

Impact on Residents and Businesses

The project will mitigate flooding and reduce road closures on Bradley Road.

Additional Fiscal Information

The District is providing up to \$2,000,000 in funding to the City. Sufficient funding will be included in the District's Zone 4 budget for FY 2023-2024 and will be included in the proposed budget in future years as appropriate and necessary. Future operation and maintenance costs associated with the mainline system will accrue to the District.

Funding Summary

Maximum District Contribution to the City \$2,000,000

SOURCE OF FUNDS:

- 25140-947460-536200 Contribution to Non-County Agency – Zone 4

Attachment:

1. Vicinity Map
2. Cooperative Maintenance Agreement

RSM:blm
P8/244197

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



Jason Farin, Principal Management Analyst 8/23/2022



Cynthia M. Gurzel, Chief Deputy County Counsel 8/11/2022

COOPERATIVE MAINTENANCE AGREEMENT

Bradley Road Bridge Over Salt Creek

Project No. 4-6-10000

Encroachment Permit No. 3552

This Cooperative Maintenance Agreement ("Agreement"), dated as of August 30, 2022, is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic ("DISTRICT"), and the CITY OF MENIFEE, a municipal corporation ("CITY"). Sometimes hereinafter, DISTRICT and CITY may be referred to individually as a "Party" or collectively as the "Parties". The Parties hereby agree as follows:

RECITALS

A. DISTRICT operates and maintains Salt Creek Channel, a wide, shallow, east to west flood control channel that directly discharges into Canyon Lake in the city of Menifee, as shown in concept in green on Exhibit "A", attached hereto and made a part hereof, identified as District Parcel Nos. 4110-101 and 4110-102 (Riverside County Assessor's Parcel Nos. 336-170-001, 336-170-002, 338-090-007 and 338-090-022) ("SALT CREEK CHANNEL"); and

B. SALT CREEK CHANNEL is an essential and integral part of DISTRICT's regional stormwater management system that provides critical flood protection to the city of Menifee, as shown on District Drawing No. 4-0309, and

C. SALT CREEK CHANNEL was originally engineered to convey 100-year storm flows to provide flood protection to the adjacent areas. Currently, Bradley Road is an at-grade crossing in a north to south direction across SALT CREEK CHANNEL, which is subject to flooding during rain events, presenting hazards to motorists and resulting in closure of the roadway; and

D. CITY wishes to enter upon SALT CREEK CHANNEL as part of Encroachment Permit No. 3552 ("EP 3552") to replace Bradley Road between Potomac Drive to

the north and Rio Vista Drive to the south with an elevated bridge structure over Salt Creek Channel ("BRADLEY BRIDGE").

E. CITY has budgeted for and plans to design, prepare plans and specifications, construct and subsequently operate and maintain BRADLEY BRIDGE. Upon construction completion, BRADLEY BRIDGE will alleviate the frequent flooding and closure of Bradley Road at the existing low flow crossing by raising the road approximately twelve (12) feet above SALT CREEK CHANNEL bottom, and will improve the flow of SALT CREEK CHANNEL at this location; and

F. BRADLEY BRIDGE will consist of the construction of a bridge spanning approximately three hundred thirty-five (335) feet over SALT CREEK CHANNEL and a width of approximately sixty-four (64) feet to replace the existing at-grade crossing, as shown in concept in blue on Exhibit "B", attached hereto and made a part hereof; and

G. In addition to the construction of BRADLEY BRIDGE, CITY will be responsible for the maintenance of BRADLEY BRIDGE features as follows: (i) structural integrity of BRADLEY BRIDGE, (ii) associated appurtenances, including, but not limited to, piers, abutments, scour and slope protection, guardrails, fencing, street surfacing, street inlets, catch basins and connector pipes, (iii) general beautification maintenance over and under BRADLEY BRIDGE, including, but not limited to, weed abatement, trash removal, graffiti removal and any issues arising from homeless encampments and (iv) all of the improvements as shown on CITY's Storm Drain Plans for CIP 13-04 ("CIP 13-04") with the exception of DISTRICT APPURTENANCES as described in Recital I and as marked on CIP 13-04, including, but not limited to, the piers, abutments, scour, slope protection, fencing, street surface, street subsurface, street inlets, catch basins and connector pipes within CITY right of way ("BRIDGE IMPROVEMENTS") as approved under EP 3552; and

H. Together, BRADLEY BRIDGE and BRIDGE IMPROVEMENTS are hereinafter called "CITY FACILITIES"; and

I. Certain storm drain improvements, channel access ramps, certain outlets, connector pipes, headwall, toe down and outlet riprap within SALT CREEK CHANNEL shall be constructed by CITY as part of EP 3552, which shall be maintained by DISTRICT ("DISTRICT APPURTENANCES"); and

J. In addition to DISTRICT APPURTENANCES, DISTRICT will be responsible for the removal of storm related sediment and debris under BRADLEY BRIDGE ("DISTRICT SEDIMENT REMOVAL"); and

K. Together, DISTRICT APPURTENANCE and DISTRICT SEDIMENT REMOVAL are hereinafter called "DISTRICT FACILITIES"; and

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

K. CITY desires that DISTRICT contribute funding for the construction of PROJECT; and

L. DISTRICT wishes to support CITY's efforts to construct PROJECT by providing a financial contribution toward PROJECT's construction (DISTRICT CONTRIBUTION); and

M. DISTRICT CONTRIBUTION for PROJECT shall not exceed Two Million Dollars (\$2,000,000); and

N. It is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date; and

O. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to funding, design, acquisition,

construction, inspection, ownership, operation and maintenance, and monitoring and mitigation of PROJECT.

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

SECTION I

CITY shall:

1. Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.
2. Prepare or cause to be prepared all the necessary plans and specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with the applicable DISTRICT standards.
3. Obtain an encroachment permit from DISTRICT to provide DISTRICT an opportunity to review IMPROVEMENT PLANS prior to advertising PROJECT.
4. Upon execution of this Agreement, advertise, award and administer PROJECT pursuant to the applicable provisions of the California Public Contract Code. At the time of advertising for bids, provide DISTRICT with a copy of PROJECT plans, specifications, bid documents and any subsequent addenda thereto.
5. Provide DISTRICT with written notice (Attention: Special Projects Section) that CITY has awarded a public works construction contract for PROJECT. The written notice shall include the Contractor's actual bid amounts for PROJECT, setting forth the lowest responsible bid contract amount.

6. Issue an invoice to DISTRICT (Attention: Special Projects Section) for one hundred percent (100%) of DISTRICT CONTRIBUTION at the time of providing written notice of the award of a construction contract, as set forth in Section I.5, subject to and provided that DISTRICT CONTRIBUTION does not exceed a total sum of Two Million Dollars (\$2,000,000).

7. Within thirty (30) days of awarding PROJECT construction contract, pay the Western Riverside County Multiple Species Habitat Conservation Plan fees to Western Riverside County Regional Conservation Authority.

8. Prior to commencing construction, obtain, at its sole cost and expense, all necessary permits, licenses, agreements, approvals, rights of way, rights of entry, encroachment permits and temporary construction easements as may be needed to construct, operate and maintain PROJECT. Such documents may include, 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").

9. Order the relocation of all other utilities installed by permit or franchise within CITY rights of way that conflict with the construction of PROJECT and that must be relocated at the utility company's expense.

10. Construct or cause to be constructed PROJECT pursuant to a CITY administered public works construction contract in accordance with IMPROVEMENT PLANS.

11. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager.

12. Grant DISTRICT, by execution of this Agreement, the right to enter upon property owned or controlled by CITY where necessary and convenient for the purpose of gaining access to and performing inspection service for any CITY's proposed storm drain connections to DISTRICT maintained facilities.

13. 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. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof.

14. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations, including regulations concerning confined space and maintain a safe working environment for all CITY and DISTRICT employees on the site.

15. Upon completion of PROJECT construction and CITY's acceptance thereof, accept ownership and sole responsibility for the design, operation and maintenance of CITY FACILITIES.

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

17. Upon DISTRICTS's acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide DISTRICT with a reproducible duplicate set of "record drawings" of PROJECT plans.

SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS in accordance with the applicable DISTRICT and CITY standards and approve prior to advertising PROJECT for construction bids.
2. Issue an encroachment permit ("Encroachment Permit") for the construction of PROJECT facilities in accordance with the approved IMPROVEMENT PLANS and subject to the provisions set forth in DISTRICT's Encroachment Permit.
3. Pay CITY within forty-five (45) days after receipt of CITY's invoice for DISTRICT CONTRIBUTION as set forth in Section I. 6, subject to and provided that DISTRICT CONTRIBUTION does not exceed a total sum of Two Million Dollars (\$2,000,000).
4. Grant rights to CITY to construct, operate and maintain CITY FACILITIES within SALT CREEK CHANNEL.
5. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) receipt of CITY's Notice of Completion as set forth in Section I.17, (ii) receipt of a reproducible duplicate set of "record drawings" of PROJECT plans as set forth in Section I.18 and (iii) DISTRICT's review and approval of DISTRICT FACILITIES; such approval can be given in DISTRICT's sole and absolute discretion.

SECTION III

It is further mutually agreed:

1. DISTRICT hereby authorizes CITY, in accordance with the terms, covenants, conditions and provisions of this Agreement, the revocable, non-exclusive use of SALT CREEK CHANNEL, as depicted on Exhibit "A", for the purpose of constructing and maintaining CITY FACILITIES. It is expressly agreed that SALT CREEK CHANNEL shall be used by CITY solely and exclusively for the purpose of accommodating CITY FACILITIES.

2. The permission, rights and privileges granted hereunder are revocable, nonexclusive and nontransferable. The rights granted hereunder in this Agreement are subject to the prior use and property rights of DISTRICT, and all other licenses, covenants, conditions, restrictions, reservations, rights and easements, whether of record or not. CITY shall not unreasonably or materially interfere with the use, operation and activities of DISTRICT on SALT CREEK CHANNEL. CITY shall not, either voluntarily or by action of law, assign or transfer this Agreement or any obligation, right, title or interest assumed by CITY herein without the prior written consent of DISTRICT. Section III.5, notwithstanding, if CITY makes an assignment or transfer of this Agreement, any obligation, right, title or interest herein without prior written consent of DISTRICT, DISTRICT may terminate and revoke the Agreement provided CITY has received ninety (90) days advance notice of termination.

3. CITY accepts SALT CREEK CHANNEL in its "as is" condition, with all faults. CITY acknowledges and agrees that CITY is entering SALT CREEK CHANNEL under this Agreement based on CITY's own investigations and knowledge of SALT CREEK CHANNEL and that, except as otherwise specifically stated in this Agreement, neither DISTRICT nor any agent of DISTRICT has made any representation or warranty whatsoever, express or implied, with regard to the physical condition of SALT CREEK CHANNEL or the suitability of SALT CREEK CHANNEL for any particular purpose or use, including, without limitation, any representations or warranties regarding the applicability or non-applicability of any laws, the soil or subsoil, surface or subsurface conditions, topography, possible hazardous materials contamination, fill, drainage, access to public roads, availability of utilities, existence of underground storage tanks, applicability of or compliance with any environmental law or any other matter of any nature whatsoever. DISTRICT is not responsible for damage to or loss by theft of CITY's property located in, on or under SALT CREEK CHANNEL.

4. CITY shall use SALT CREEK CHANNEL solely to construct, operate and maintain CITY FACILITIES and shall not use it for any other purpose unless approved in writing by DISTRICT. No change shall be made by CITY in the use of SALT CREEK CHANNEL without DISTRICT's prior written approval.

5. Term and Termination of Agreement.

(a) Term. This Agreement shall commence on the date this Agreement is fully approved and executed by Parties and continue for so long as SALT CREEK CHANNEL is used for CITY FACILITIES unless terminated pursuant to the terms and conditions in Section III.5(b) herein.

(b) Termination for Cause. DISTRICT reserves the right to immediately terminate this Agreement and any encroachment permit issued thereto if, for any reason whatsoever, DISTRICT's General Manager-Chief Engineer determines that CITY's use of SALT CREEK CHANNEL is not compatible with the primary flood control purpose or function of DISTRICT's facilities. DISTRICT shall provide notification of such termination in writing and shall specify the effective date thereof.

DISTRICT shall have the right to terminate this Agreement and any encroachment permit issued thereto, and shall have no obligation to reimburse CITY for any of its improvements to SALT CREEK CHANNEL, under the following circumstances: (1) in the event of a default by CITY of any term or provision of this Agreement, which acts of CITY shall include, but not be limited to, the failure by CITY to perform any obligation under this Agreement, provided CITY has received written notice of default and CITY has failed to cure the default within ninety (90) days of its receipt of said notice, unless otherwise agreed upon by the Parties and (2) in the event that CITY has failed to cure the default as prescribed herein, then DISTRICT shall have the

right to immediately terminate this Agreement for cause by providing notification of such termination in writing and specifying the effective date thereof .

(c) Termination for Abandonment. In the event that CITY shall abandon the use of SALT CREEK CHANNEL or any portion thereof for the permitted purposes described herein, the Agreement shall expire and terminate upon the expiration of six (6) months following CITY's abandonment of the said property, in which case, DISTRICT shall provide written notice to CITY of termination for abandonment with the effective date of said termination.

6. CITY shall, at its own cost and subject to the written approval of DISTRICT's General Manager-Chief Engineer or his or her designee, repair and maintain the parts of CITY FACILITIES and SALT CREEK CHANNEL so that they will not at any time be a source of danger to or interference with any activities on SALT CREEK CHANNEL. Any repair and maintenance work shall be done to DISTRICT's standards.

7. Notwithstanding any other provision herein this Agreement DISTRICT CONTRIBUTION shall not exceed a total sum of Two Million Dollars (\$2,000,000) and shall be used by CITY solely for the purpose of constructing PROJECT as set forth herein. No additional funding whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications, extensions or repairs.

8. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the design, construction, ownership, operation or maintenance of CITY FACILITIES.

9. CITY shall indemnify, defend, save and hold harmless DISTRICT and the County of Riverside (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees,

agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CITY's (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including, but not limited to (a) property damage, (b) bodily injury or death, (c) payment of attorney fees or (d) any other element of any kind or nature whatsoever. This section shall survive any termination of this agreement until the statute of limitations period has run for any claims that could be asserted under this agreement.

10. If any provision in 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 without being impaired or invalidated in any way.

11. This Agreement is to be construed in accordance with the laws of the State of California. Neither CITY nor DISTRICT shall assign this Agreement without the written consent of the other party.

12. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

13. 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:

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

CITY OF MENIFEE
29844 Haun Road
Menifee, CA 92586
Attn: Nicolas Fidler, Public Works Director
Public Works
Engineering Department

14. If any provision in 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 without being impaired or invalidated in any way.

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

16. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

17. 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.

18. DISTRICT and CITY each pledge to cooperate in regard to the operation and maintenance of their respective facility as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facility.

19. Time is of the essence in prosecuting the work contemplated under this Agreement. At any time during the term of this Agreement, DISTRICT may terminate this Agreement for cause, including, but not limited to, CITY's failure to prosecute the work in a timely manner, upon providing CITY thirty (30) days written notice stating the extent and effective date of termination.

20. The obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution toward PROJECT as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CITY in writing.

21. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

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

August 30, 2022
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By J Uhley
JASON E. UHLEY
General Manager-Chief Engineer

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

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

APPROVED AS TO FORM:

COUNTY COUNSEL

By Synthia M. Gunzel
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

ATTEST:

KECIA HARPER
Clerk of the Board

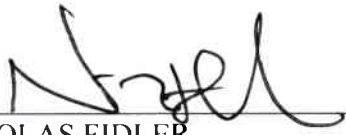
By [Signature]
Deputy

(SEAL)

Funding Agreement with City of Meniffee
Bradley Road Bridge Over Salt Creek
Project No. 4-6-10000
05/27/22
RSM:blm

RECOMMENDED FOR APPROVAL:

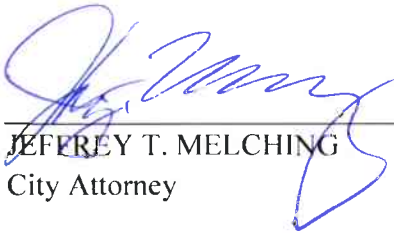
CITY OF MENIFEE

By 
NICOLAS FIDLER
Public Works Director

By 
ARMANDO G. VILLA
City Manager

APPROVED AS TO FORM:

ATTEST:

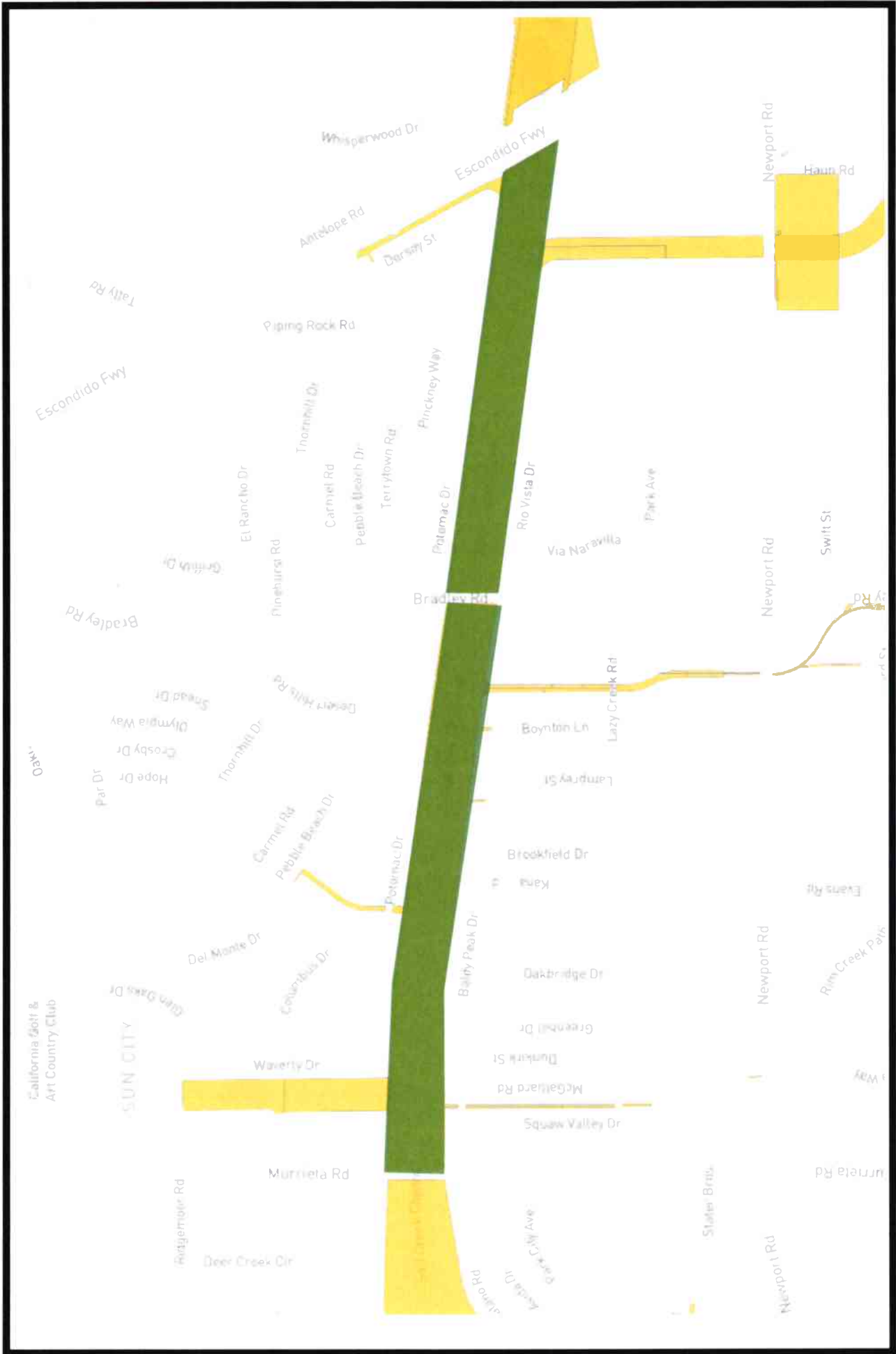
By 
JEFFREY T. MELCHING
City Attorney

By 
STEPHANIE ROSEEN
Acting City Clerk

(SEAL)

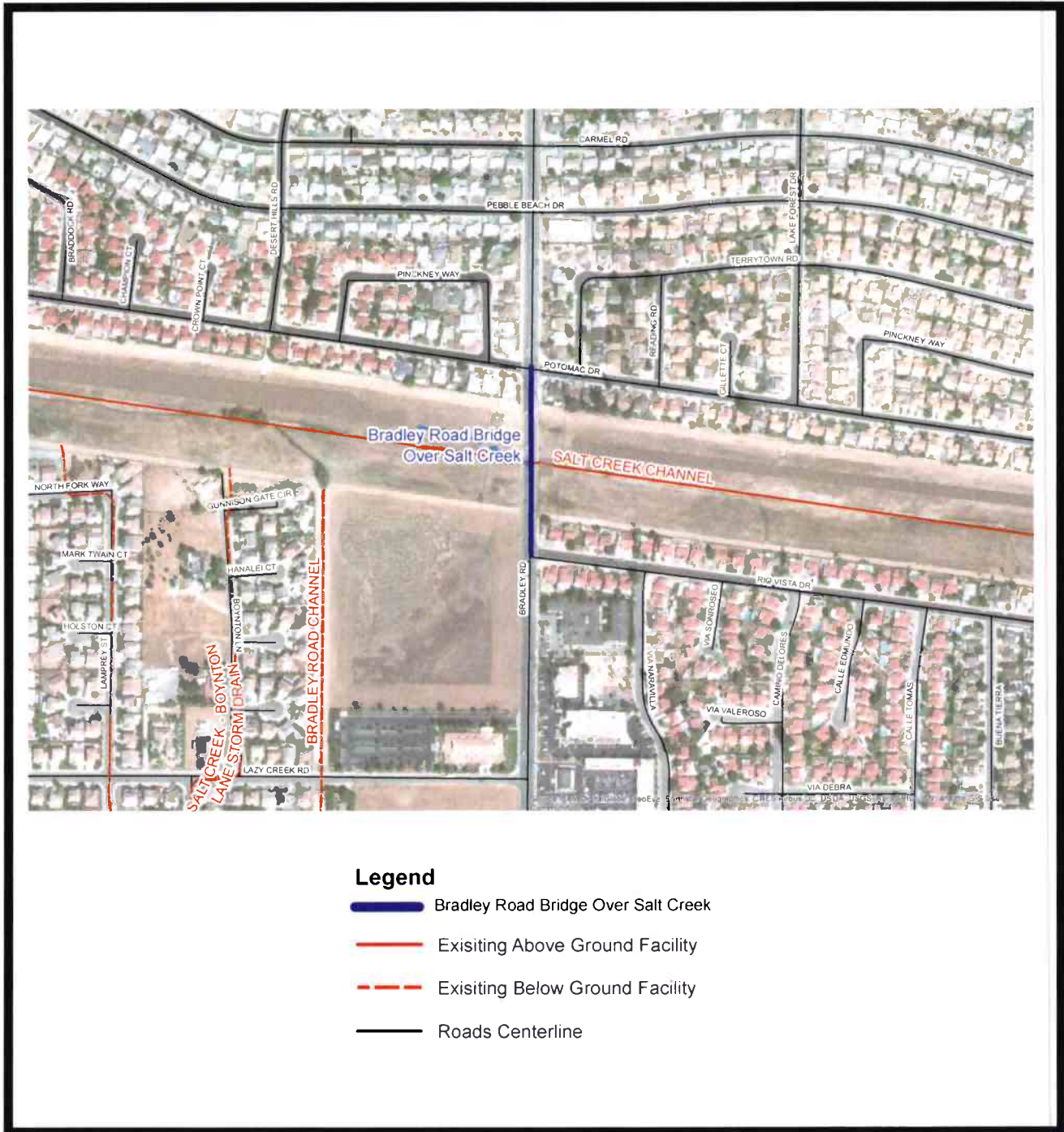
Funding Agreement with City of Meniffee
Bradley Road Bridge Over Salt Creek
Project No. 4-6-10000
05/27/22
RSM:blm

EXHIBIT A



Bradley Road Bridge
Over Salt Creek
Project Number 4-6-09087

EXHIBIT B



Bradley Road Bridge
Over Salt Creek
Project Number 4-6-09087

Exhibit C

DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing CITY's obligation to indemnify or hold DISTRICT harmless, CITY 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 has employees as defined by the State of California, CITY 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 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 vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CITY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

Exhibit C

D. Professional Liability:

CITY shall cause any architect or engineer retained by CITY in connection with the performance of CITY'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 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.

E. General Insurance Provisions – All Lines:

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CITY 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 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

Exhibit C

related investigations, claims administration, and defense costs and expenses.

c. CITY shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CITY insurance carrier(s) policies does not meet the minimum notice requirement found herein, CITY shall cause CITY'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 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,

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 has become inadequate.

g. CITY 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 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

Bradley Road Bridge Over Salt Creek

Project No. 4-6-10000

Encroachment Permit No. 3552

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