

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



ITEM: 11.3
(ID # 26357)

MEETING DATE:

Tuesday, December 03, 2024

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 Eastvale for Eastvale MDP Line F-3, Stage 1 (Parcel Map No. 35865), Project No. 2-0-00356, Encroachment Permit No. 4015, Nothing Further is Required Under CEQA, District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Find** that nothing further is required under the California Environmental Quality Act ("CEQA") for approval of this Cooperative Maintenance Agreement ("Maintenance Agreement") because all potentially significant environmental effects have been adequately analyzed in the Initial Study/Mitigated Negative Declaration adopted by the Lead Agency (City of Eastvale) on September 9, 2020;
2. **Approve** the Maintenance Agreement Between the Riverside County Flood Control and Water Conservation District ("District") and the City of Eastvale ("City") for Eastvale MDP Line F-3, Stage 1 (Parcel Map No. 35865);
3. **Authorize** the Chair of the District's Board of Supervisors ("Board") to execute the Maintenance Agreement on behalf of the District;
4. **Authorize** the General Manager-Chief Engineer, at his sole discretion, to administer and terminate the Maintenance Agreement, if necessary, in accordance with the terms and conditions of the Maintenance Agreement; and
5. **Direct** the Clerk of the Board to return two (2) executed copies of the Maintenance Agreement to the District.

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

11/14/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: December 3, 2024
xc: Flood

Kimberly A. Rector
Clerk of the Board

By:
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District owns, operates, and maintains the Eastvale MDP Line F-3, Stage 1 ("Project") facility that provides flood protection and drainage improvements to the area. The City desires to (i) reconstruct a portion of the Project with a higher D-load storm drain system to accommodate increased loads and fill, (ii) construct a pre-cast concrete girder bridge, and (iii) associated appurtenances. The primary objective is to improve the service and vehicular capacity of Limonite Avenue and connect Limonite Avenue across the Cucamonga Creek Channel.

This Maintenance Agreement sets forth the terms and conditions by which the District will allow the City to construct, inspect, operate, and maintain Limonite Bridge and associated appurtenances within District held easements.

Limonite Bridge will not conflict with the Project's primary function or the District's continued operation and maintenance of said facility. The District, in accordance with the terms of the Maintenance Agreement, will grant the dual use of the right of way to the City. Upon completion of construction, the City will assume ownership and responsibility for the operation and maintenance of the portion of the bridge and associated appurtenances located within the District's easements. The District will assume the operation and maintenance of the reconstructed portion of the Project.

County Counsel has approved the Maintenance Agreement as to legal form, and the City executed the Maintenance Agreement on its November 13, 2024 meeting agenda. The City's executed Maintenance Agreement is forthcoming.

Environmental Findings

As the CEQA lead agency, the City has prepared and adopted a Final Mitigated Negative Declaration ("MND") for the Project, which contains mitigation measures to reduce the potential of significant impacts resulting from the Project and is responsible for the implementation of the measures addressed in the MND. Pursuant to Section 15096 of the CEQA Guidelines, the District, acting as a responsible agency, has considered the MND and has determined that the MND provided by the Lead Agency covers the proposed work within the District's right of way. No further consideration is required under CEQA. As the City adopted a negative declaration,

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and upon review from the District, there is no potential for a significant physical environmental impact to occur.

Impact on Residents and Businesses

The proposed action entails no new fees, taxes, or bonded indebtedness to residents or businesses. This Project is required by the City to accommodate traffic volume. The residents and businesses within the City are the primary beneficiaries of the proposed bridge project.

Additional Fiscal Information

The City is funding the operation and maintenance costs associated with the public use components of the bridge within its rights of way. The operation and maintenance of the existing flood control facility will continue to be a District responsibility.

ATTACHMENTS:

1. Vicinity Map
2. Maintenance Agreement

AMR:blj
P8/259565



Douglas Ordóñez Jr. 11/24/2024



Aaron Gettis, Chief of Deputy County Counsel 11/19/2024

COOPERATIVE MAINTENANCE AGREEMENT

Eastvale MDP Line F-3, Stage 1

Project No. 2-0-00356

Parcel Map No. 35865

Encroachment Permit No. 4015

City File No. 93026

This Cooperative Maintenance Agreement ("Agreement"), dated as of Dec. 3, 2024, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"), and the City of Eastvale, a California municipal corporation ("CITY"). DISTRICT and CITY may be referred to collectively as the "Parties" and individually as a "Party". The Parties hereto agree as follows:

RECITALS

A. DISTRICT owns, operates and maintains the Eastvale MDP Line F-3, Stage 1 facility ("LINE F-3 STAGE 1") principally located in the CITY. LINE F-3 STAGE 1 was constructed for the purpose of providing flood protection and drainage improvements to the area; and

B. A portion of LINE F-3 STAGE 1 outlets to the Cucamonga Creek Channel, which is operated and maintained by the San Bernardino County Flood Control District as part of a levee system administered by the Army Corps of Engineers. DISTRICT will continue to operate and maintain LINE F-3 STAGE 1 within San Bernardino County held rights of way or easements; and

C. LINE F-3 STAGE 1, identified as DISTRICT's Drawing No. 2-0475 and within DISTRICT's Parcel Nos. 2356-500 and 2356-501 (Riverside County Assessor's Parcel Nos. 144-010-075 and 144-010-074), hereinafter called "DISTRICT EASEMENTS", is shown in concept in green on Exhibit "A", attached hereto and made part hereof; and

D. CITY desires to (i) reconstruct approximately 552 linear feet of LINE F-3 STAGE 1 with a higher D-load storm drain system to accommodate increased loads and fill ("STORM DRAIN"), (ii) construct a pre-cast concrete girder bridge to connect Limonite Avenue across Cucamonga Creek Channel ("LIMONITE BRIDGE") and (iii) associated appurtenances, including, but not limited to, piers, abutments, access ramps, scour and slope protection, guardrails, fencing, retaining walls, decorative PCC concrete, asphalt concrete base, asphalt rubberized hot mix, AC paving, street surfacing, street inlets, catch basins and connector pipes ("BRIDGE IMPROVEMENTS"). Together, STORM DRAIN, LIMONITE BRIDGE and BRIDGE IMPROVEMENTS are hereinafter called "PROJECT", as shown in concept on Exhibit "B", attached hereto and made a part hereof; and

E. CITY desires to utilize portions of DISTRICT EASEMENTS for construction of PROJECT; and

F. CITY desires to operate and maintain LIMONITE BRIDGE and BRIDGE IMPROVEMENTS within DISTRICT EASEMENTS and San Bernardino County's held rights of way or easements; and

G. CITY has obtained an Encroachment Permit (Permit No. FCCON-2021-00020) from San Bernardino County for the construction, operation and maintenance of the portions of LIMONITE BRIDGE and BRIDGE IMPROVEMENTS within San Bernardino County's held rights of way or easements; and

H. Construction and operation of PROJECT may be accommodated within DISTRICT EASEMENTS to the extent that such uses do not unreasonably interfere with the DISTRICT's principal function or ability to operate and maintain LINE F-3 STAGE 1; and

I. Subject to the provisions of this Agreement, DISTRICT is willing to (i) allow CITY to cause the construction of the PROJECT within DISTRICT EASEMENTS, (ii)

inspect construction of PROJECT and (iii) allow CITY to operate and maintain LIMONITE BRIDGE and BRIDGE IMPROVEMENTS located within DISTRICT EASEMENTS; and

J. In accordance with the provisions of this Agreement, CITY will (i) prepare or cause to be prepared plans and specifications for PROJECT and submit to DISTRICT for its review and written approval, (ii) cause the construction and inspection of PROJECT and repair of LIMONITE BRIDGE and BRIDGE IMPROVEMENTS at no cost to DISTRICT, (iii) conduct periodic safety inspections of LIMONITE BRIDGE and BRIDGE IMPROVEMENTS, (iv) accept ownership and responsibility for the structural integrity of LIMONITE BRIDGE, (v) accept operation and maintenance of LIMONITE BRIDGE and BRIDGE IMPROVEMENTS and (vi) indemnify, defend and hold DISTRICT harmless from any claims arising from CITY's or the public's use of LIMONITE BRIDGE or from CITY's responsibilities in connection therewith or the condition thereof; and

K. In addition, CITY will be responsible for the maintenance of LIMONITE BRIDGE and BRIDGE IMPROVEMENTS features within DISTRICT EASEMENTS as follows: (i) routine maintenance of surface improvements and associated appurtenances, including, but not limited to, scour and slope protection, guardrails, fencing, decorative PCC concrete, asphalt concrete base, asphalt rubberized hot mix, AC paving, street surfacing, street inlets, catch basins and connector pipes, (ii) general beautification maintenance of BRIDGE IMPROVEMENTS over (above) LINE F-3 STAGE 1, including, but not limited to, weed abatement, trash removal, graffiti removal and any issues arising from homeless encampments, (iii) operation and maintenance of the future retaining wall for LIMONITE BRIDGE maintenance access ramp and (iv) one hundred percent (100%) of the costs associated with the demolition and restoration of the retaining wall, as shown in concept in red on Exhibit "B", and its footing in the event STORM DRAIN ever needs to be replaced; and

L. Additionally, DISTRICT will be responsible for (i) operation and maintenance of the STORM DRAIN, (ii) hydraulic capacity of STORM DRAIN, (iii) one hundred percent (100%) of the costs associated with the pipe and installation in the event STORM DRAIN ever needs to be replaced and (iv) one hundred percent (100%) of cost for excavation and shoring in the event STORM DRAIN ever needs to be replaced; and

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

N. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to design, construction, inspection, ownership, operation and maintenance of PROJECT.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION I

CITY shall:

1. Pursuant to the California Environmental Quality Act ("CEQA"), continue to act in the Lead Agency role and be responsible for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to (i) construction, operation and maintenance of PROJECT and (ii) operation, repair and maintenance of LIMONITE BRIDGE and BRIDGE IMPROVEMENTS.

2. Prior to constructing any improvements on or performing any physical modifications within DISTRICT EASEMENTS, prepare or cause to be prepared plans and specifications for PROJECT ("IMPROVEMENT PLANS") and submit to DISTRICT (Attention: Permits Section) for review and approval.

3. Pay all costs associated with preparation of IMPROVEMENT PLANS, including DISTRICT's review and approval thereof.

4. Pay all costs associated with DISTRICT's preparation and administration of this Agreement.

5. Secure, at its sole costs and expense, all necessary permits, approvals, licenses or agreements as may be required by any federal, state or local resource or regulatory agencies as may be needed to construct, inspect, operate and maintain PROJECT.

6. Obtain an encroachment permit from DISTRICT (Attention: Permits Section) pursuant to its rules and regulations and comply with all provisions set forth therein prior to commencing construction of PROJECT or any other improvements within DISTRICT EASEMENTS.

7. Prior to commencing construction of PROJECT within DISTRICT EASEMENTS, furnish DISTRICT with copies of all permits, approvals or agreements as may be required by any federal, state or local resource and/or regulatory agencies for the construction, operation, inspection and maintenance of PROJECT. Such documents include, but are not limited to, those issued by the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California Department of Fish and Wildlife, the State Water Resources Control Board and the Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

8. Assume sole responsibility for compliance with the requirements of all REGULATORY PERMITS, including any amendments thereto, pertaining to the construction, operation, inspection and maintenance of PROJECT.

9. Take reasonable action to ensure that REGULATORY PERMITS, including any subsequent renewal or amendments thereto, will not (i) unreasonably impede

DISTRICT's ability to perform all necessary operation and maintenance activities for LINE F-3 STAGE 1 as determined by DISTRICT or (ii) include any stipulations that would result in additional mitigation obligations being placed upon DISTRICT for maintenance operations within DISTRICT EASEMENTS.

10. Cause PROJECT to be constructed in DISTRICT EASEMENTS in accordance with IMPROVEMENT PLANS approved by DISTRICT, and pay all costs associated therewith.

11. Not permit any change to or modification of DISTRICT permitted IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT, which shall not be unreasonably withheld.

12. Obtain a new encroachment permit from DISTRICT (Attention: Permits Section) if any subsequent modifications are needed to LIMONITE BRIDGE and BRIDGE IMPROVEMENTS.

13. 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 STORM DRAIN and any CITY proposed storm drain connections to DISTRICT maintained facilities.

14. Procure or cause 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.

15. 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.

16. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager, and pay all costs associated therewith.

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

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

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

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

21. Upon completion of PROJECT construction, provide DISTRICT with appropriate engineering documentation necessary to establish STORM DRAIN was constructed in accordance with DISTRICT-approved and CITY-approved IMPROVEMENT PLANS.

22. Upon DISTRICT's acceptance of STORM DRAIN for ownership, operation and maintenance, provide DISTRICT with a reproducible duplicate set of "record drawings" of IMPROVEMENT PLANS.

23. Upon completion of PROJECT construction and CITY's acceptance thereof, assume sole responsibility for the design, construction and inspection of PROJECT, including all necessary modifications, repairs, corrections or temporary removal as reasonably deemed necessary by DISTRICT for the continuing function, reconstruction, repair or operation and maintenance of the LINE F-3 STAGE 1 facility.

24. Within DISTRICT EASEMENTS, assume sole responsibility for (i) the operation and maintenance of LIMONITE BRIDGE and BRIDGE IMPROVEMENTS, including, but not limited to, performing all necessary repairs and the routine removal of trash and debris associated with CITY's and public's use of DISTRICT EASEMENTS, (ii) the structural integrity of LIMONITE BRIDGE, (iii) its responsibilities under Recitals J and K and (iv) as between DISTRICT and CITY, assume all liability associated with the public use of LIMONITE BRIDGE within the DISTRICT EASEMENTS, including claims of third persons for injury or death or damage to property, subject to any defenses and immunities CITY may have in response to such third party claims. Said obligation shall not include any inverse condemnation liability of DISTRICT by reason of the location of LINE F-3 STAGE 1 or PROJECT improvements related thereto unless such liability is the result of CITY's operations.

25. Protect the safety of the public who may utilize LIMONITE BRIDGE within DISTRICT EASEMENTS by conducting periodic safety inspections and promptly making repairs that are necessary to safeguard the public and its use thereof.

26. Promptly repair any damage to LIMONITE BRIDGE and BRIDGE IMPROVEMENTS within DISTRICT EASEMENTS under the license granted herein unless such damage is caused by flooding or is the result of DISTRICT's customary operation, maintenance or improvements to its facilities located therein.

27. Waive any claim against DISTRICT for damages to LIMONITE BRIDGE resulting from DISTRICT's customary operation and maintenance activities performed within DISTRICT EASEMENTS or its appurtenant works, including any natural calamity, act of God or any cause or conditions beyond the control of DISTRICT, save and except damages resulting from DISTRICT's active negligence or willful misconduct.

28. Immediately remove, upon written request by DISTRICT's General Manager-Chief Engineer, any improvements and/or equipment CITY has placed on LIMONITE BRIDGE within DISTRICT EASEMENTS not previously approved by DISTRICT, if such improvements and/or equipment can be removed immediately, or cease their use if such improvements and/or equipment cannot be removed immediately, that DISTRICT's General Manager-Chief Engineer reasonably believes would be detrimental to the operation of LINE F-3 STAGE 1. If DISTRICT invokes this provision, it shall be required to communicate a detailed explanation of the basis for its determination that LIMONITE BRIDGE has become detrimental to the operation of LINE F-3 STAGE 1 in writing to CITY and shall be required to meet and confer with CITY's designated representatives prior to finalizing such opinion.

29. If, in the opinion of the General Manager-Chief Engineer, CITY's or the public's use of DISTRICT EASEMENTS may cause or contribute to a public hazard, a public nuisance, degradation of water quality or any other matter of substantial concern to DISTRICT, DISTRICT reserves the right to reasonably require remediation.

30. Indemnify and hold harmless DISTRICT, its directors, officers, Board of Supervisors, elected and appointed officials, agents, employees, representatives, independent contractors and subcontractors (collectively "INDEMNIFIED PARTIES") from any liability whatsoever, based or asserted upon any act or omission of CITY, its officers, employees, subcontractors, agents or representatives, arising from, related to or in any manner connected

with i) CITY's use of DISTRICT EASEMENTS and responsibilities under this Agreement in connection therewith and ii) property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from, related to or in any manner connected with the public use of LIMONITE BRIDGE within DISTRICT EASEMENTS. CITY shall defend, at its sole expense, all costs and fees, including, but not limited to, attorneys' fees, cost of investigation, defense, and settlements or awards, INDEMNIFIED PARTIES in any claim or legal action based upon such alleged acts or omissions.

31. With respect to any action or claim subject to indemnification herein by CITY, CITY shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim without the prior consent of DISTRICT, provided however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY's indemnification to INDEMNIFIED PARTIES as set forth herein. CITY's obligation hereunder shall be satisfied when CITY has provided to INDEMNIFIED PARTIES the appropriate form of dismissal relieving INDEMNIFIED PARTIES from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CITY's obligations to indemnify and hold harmless INDEMNIFIED PARTIES herein from third party claims.

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

33. This indemnification provision shall survive termination or expiration of this Agreement until such a time as the statute of limitations shall run for any claims that may arise out of this Agreement.

SECTION II

DISTRICT shall:

1. Act as a responsible agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
2. Review, comment and approve, as appropriate, IMPROVEMENT PLANS prior to the start of constructing any improvements on or performing any physical modifications within DISTRICT EASEMENTS.
3. Review, comment and approve, as appropriate, on all REGULATORY PERMITS, including any subsequent renewal or amendments thereto, prior to final execution or acceptance by CITY.
4. Upon DISTRICT approval of IMPROVEMENT PLANS and REGULATORY PERMITS, issue an encroachment permit to CITY for the construction of PROJECT and the operation and maintenance of LIMONITE BRIDGE and BRIDGE IMPROVEMENTS in accordance with DISTRICT approved IMPROVEMENT PLANS and subject to the provisions set forth in DISTRICT's EP 4015.
5. Grant rights to CITY to construct PROJECT and operate and maintain LIMONITE BRIDGE and BRIDGE IMPROVEMENTS within DISTRICT EASEMENTS.
6. Inspect STORM DRAIN construction, as appropriate.
7. Upon receipt of CITY's written notice that PROJECT construction is substantially complete, conduct a final inspection of STORM DRAIN.

8. Accept ownership and sole responsibility for the operation and maintenance of STORM DRAIN upon (i) inspection of STORM DRAIN in accordance with Section I.17, (ii) acceptance of STORM DRAIN as being complete, (iii) receipt of CITY's recorded Notice of Completion as set forth in Section I.20., (iv) receipt of all necessary engineering documentation as described in Section I.21., (v) receipt of a reproducible duplicate set of "record drawings" of IMPROVEMENT PLANS as set forth in Section I.22., (vi) STORM DRAIN is fully functioning as a flood control drainage system as solely determined by DISTRICT and (vii) DISTRICT's sole determination that STORM DRAIN is in a satisfactorily maintained condition.

9. Provide CITY with written notice of (i) any non-compatible use or condition that is not in conformity with the provisions of this Agreement or (ii) any condition which, in the reasonable opinion of DISTRICT's General Manager-Chief Engineer, could adversely affect the primary flood control function of or DISTRICT's ability to operate and maintain LINE F-3 STAGE 1, and grant CITY ten (10) days or more from and after such notice to correct any such nonconforming use or condition.

10. Assume no responsibility, obligation or liability whatsoever for (i) the design, construction, inspection and repair of LIMONITE BRIDGE and BRIDGE IMPROVEMENTS, (ii) operation and maintenance of LIMONITE BRIDGE and BRIDGE IMPROVEMENTS, including the public use of these facilities or (iii) CITY's use of DISTRICT EASEMENTS as granted herein, unless done so expressly in writing approved by both Parties as an amendment or addendum to this Agreement.

11. Other than in emergency situations, provide thirty (30) days written notice to CITY should DISTRICT determine that a closure of LIMONITE BRIDGE for the purpose of operation, maintenance repair or re-construction is necessary.

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 DISTRICT EASEMENTS, as depicted on Exhibit "A", for the purpose of constructing PROJECT and to operate and maintain LIMONITE BRIDGE and BRIDGE IMPROVEMENTS. It is expressly agreed that DISTRICT EASEMENTS shall be used by CITY solely and exclusively for the purpose of accommodating LIMONITE BRIDGE and BRIDGE IMPROVEMENTS 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 DISTRICT EASEMENTS without DISTRICT's prior written approval.

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-DISTRICT EASEMENTS. 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.11. notwithstanding, CITY must obtain DISTRICT's prior written consent in order to make an assignment or transfer of this Agreement, any obligation, right, title or interest herein. DISTRICT consent shall not be unreasonably withheld.

3. 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 DISTRICT EASEMENTS is used for LIMONITE BRIDGE and BRIDGE IMPROVEMENTS.

(b) Termination for Abandonment. In the event that CITY shall abandon the use of DISTRICT EASEMENTS 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.

4. Nothing herein shall be construed as creating any obligation or responsibility on the part of DISTRICT to inspect or warranty LIMONITE BRIDGE or operate and maintain LIMONITE BRIDGE and BRIDGE IMPROVEMENTS.

5. 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 LIMONITE BRIDGE and BRIDGE IMPROVEMENTS and DISTRICT EASEMENTS so that they will not at any time be a source of danger to or interference with any activities on DISTRICT EASEMENTS. Any repair and maintenance work shall be done to DISTRICT's standards.

6. DISTRICT personnel may observe and inspect all work being done on PROJECT. It is further mutually agreed by the parties hereto that any quality control comments from DISTRICT regarding said work shall be provided in writing to shall be provided to CITY personnel who, as CITY's construction contract administrator, shall be solely responsible for all official communications with its construction contractor(s).

7. This Agreement is to be construed in accordance with the laws of the State of California.

8. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the fullest extent possible. It is expressly understood that this Agreement is not exclusive and does not in any way whatsoever grant or convey any permanent easement, lease, fee or other real property interest in LINE F-3 STAGE 1 to CITY.

9. This Agreement is subordinate to all prior and future rights of DISTRICT in LINE F-3 STAGE 1 and the use of LINE F-3 STAGE 1 for the purposes in which it was acquired.

10. The undersigned represents that it has the authority to, and does, bind the person or entity on whose behalf and for whom it is signing this Agreement and the attendant documents provided for herein, and this Agreement and said additional documents are, accordingly, binding on said person or entity.

11. This Agreement is made for the benefit of the Parties to this Agreement and their respective successors and assigns, and except as provided in Section III.20., no other persons or entity may have or acquire any right by virtue of this Agreement.

12. CITY shall not permit to be placed against DISTRICT EASEMENTS or any part thereof, any design professionals', mechanics', materialmans', contractors' or subcontractors' liens with the regard to CITY's actions upon DISTRICT EASEMENTS and agrees to hold DISTRICT harmless for any loss or expense, including reasonable attorneys' fees, arising from any such liens which might be filed against DISTRICT EASEMENTS caused by CITY.

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: Encroach Permits Section

CITY OF EASTVALE
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752
Attn: City Engineer

14. 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 this 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.

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. Any waiver by DISTRICT or by CITY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT or CITY from enforcement hereof.

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

18. Time is of the essence in prosecuting the work contemplated under this Agreement.

19. 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.

20. This Agreement shall not be assigned by either Party, in whole or in part, without the prior written consent of the other Party.

21. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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4865-2415-4843 v1

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

December 3, 2024
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,
a body corporate and politic**

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

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

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By Ryan Yabko
RYAN YABKO
Deputy County Counsel

By Kimberly Rector
Deputy
(SEAL)

Cooperative Maintenance Agreement w/City of Eastvale
Eastvale MDP Line F-3, Stage 1
Project No. 2-0-00356
Parcel Map No. 35865
Encroachment Permit No. 4015
City File No. 93026
AMR:rlp
10/17/24

**CITY OF EASTVALE,
a California municipal corporation**

By Mark Orme
MARK ORME
City Manager

APPROVED AS TO FORM:

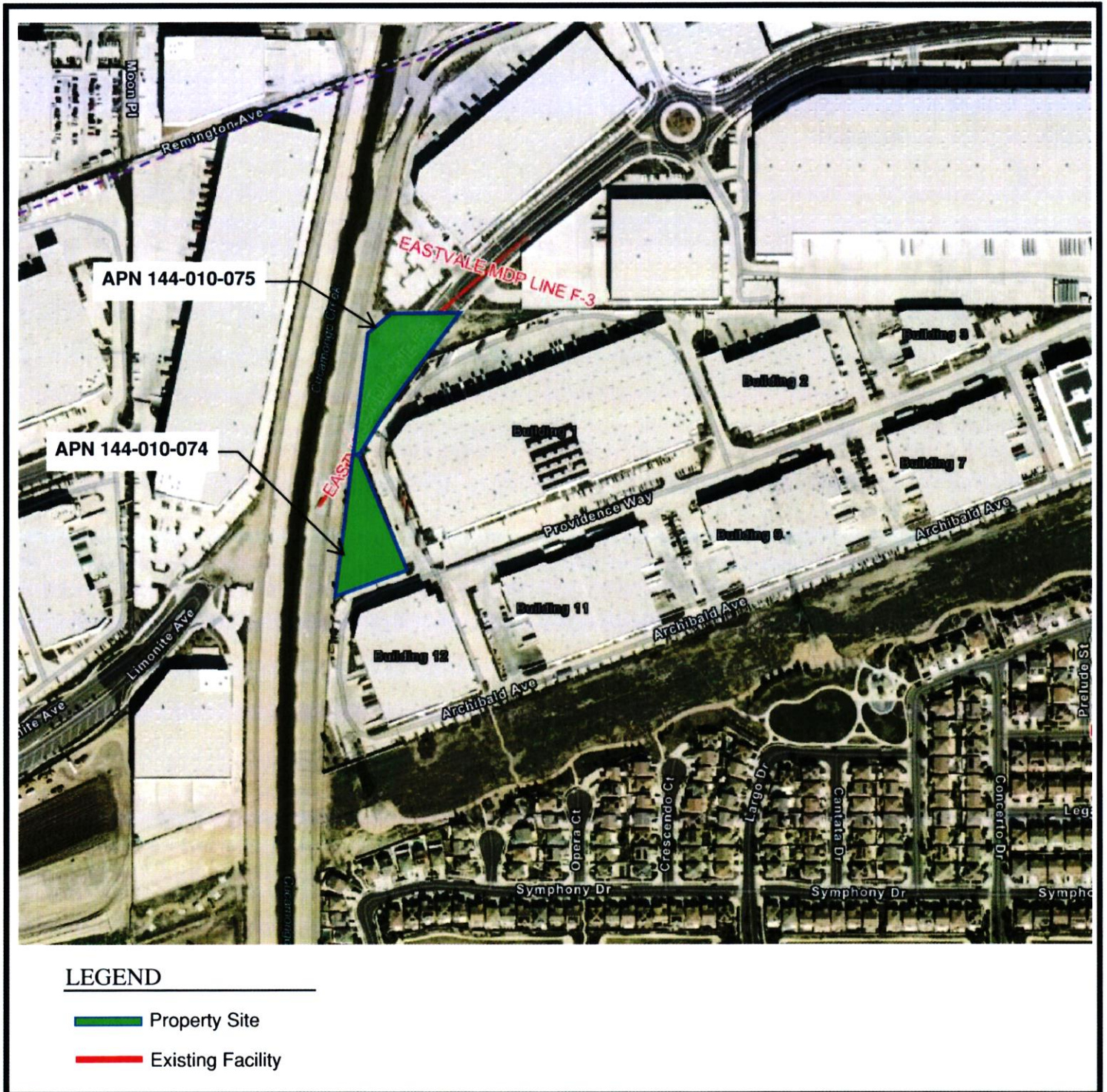
By Erica Vega
ERICA VEGA
City Attorney

ATTEST:
By Marc A. Donohue
MARC A. DONOHUE, MMC
City Clerk

(SEAL)

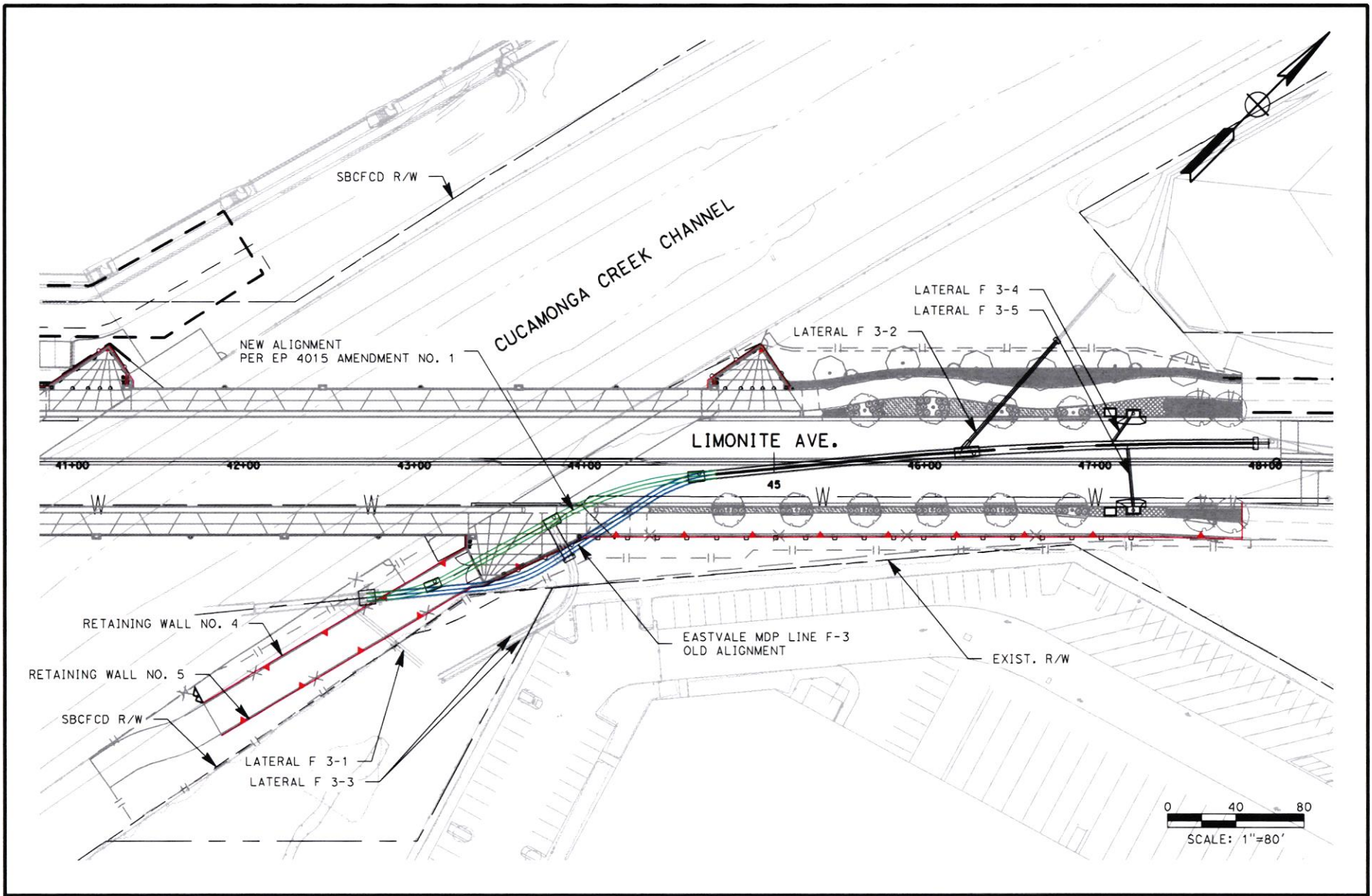
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Exhibit A



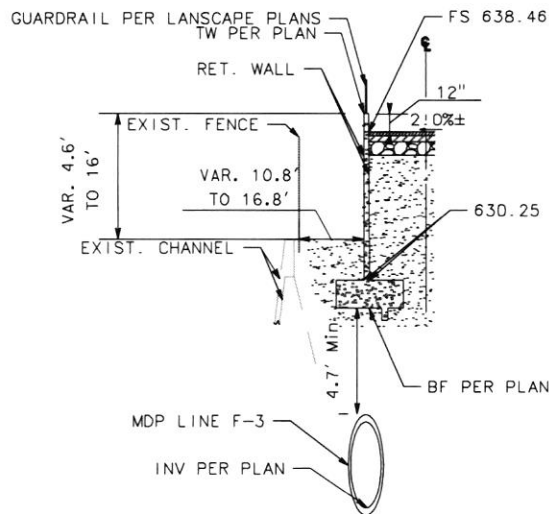
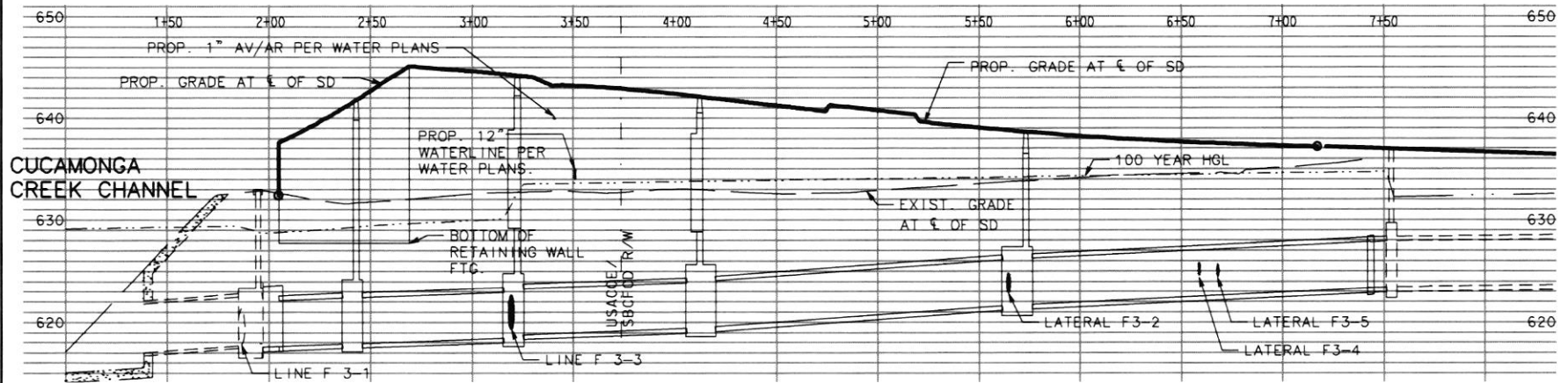
COOPERATIVE MAINTENANCE AGREEMENT

Eastvale MDP Line F-3, Stage 1
Project No. 2-0-00356
Parcel Map No. 35865
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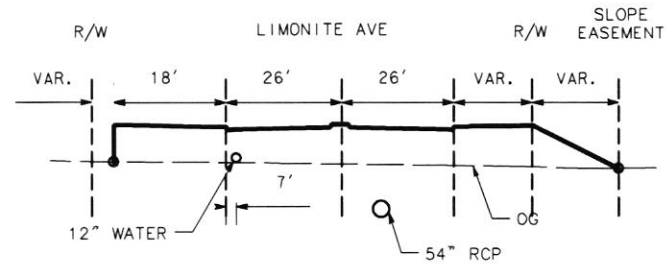


LIMONITE GAP CLOSURE

EXHIBIT B: PLAN VIEW



TYPICAL SECTION LINE F-3 WITHIN MAINTENANCE ACCESS ROAD



TYPICAL SECTION LINE F-3 WITHIN LIMONITE AVE

LIMONITE GAP CLOSURE

EXHIBIT B: PROFILE VIEW AND CROSS SECTION

EXHIBIT C

DISTRICT's Insurance Requirements is as follows:

CITY's contractor(s) shall not commence operations until DISTRICT has been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

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

A. Workers' Compensation:

If CITY contractor(s) has employees as defined by the State of California, CITY contractor(s) shall maintain statutory Workers' Compensation Insurance(Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

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

C. Vehicle Liability:

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

EXHIBIT C

D. Pollution and Asbestos Liability:

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

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

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

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

E. Professional Liability:

CITY contractor(s) shall cause any architect or engineer retained by CITY contractor(s) in connection with the performance of CITY's contractor(s) obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and

EXHIBIT C

\$2,000,000 annual aggregate. CITY contractor(s) shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

F. General Insurance Provisions – All Lines:

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

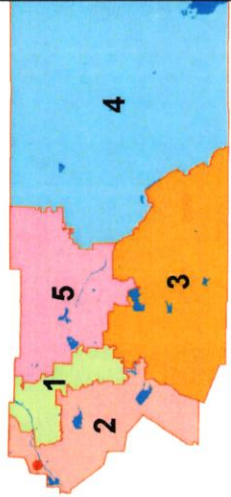
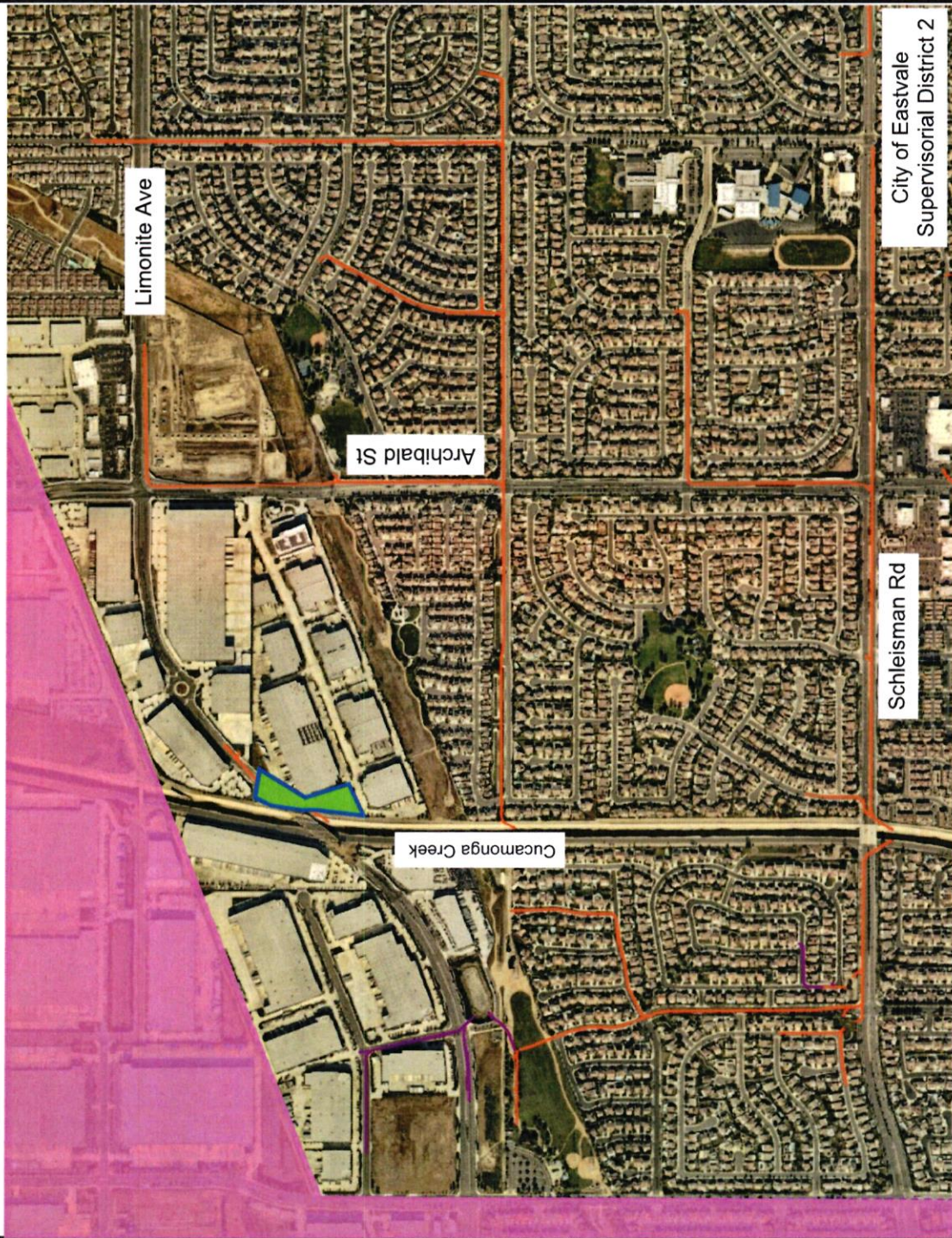
Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CITY contractor(s) insurance carrier(s) policies does not meet the minimum notice requirement found herein, CITY contractor(s) shall cause CITY's contractor(s) insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

EXHIBIT C

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



VICINITY MAP



Legend

- Supervisorial District
- Project Vicinity
- Existing Facilities
- Pending Acceptance Facilities
- County of San Bernardino

Description

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