

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



**ITEM: 14.9**  
(ID # 28613)

**MEETING DATE:**

Tuesday, August 26, 2025

**FROM :** FLOOD CONTROL DISTRICT

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the Riverside County Regional Park and Open-Space District and the City of Menifee for Bradley Road Bridge Trail Detour, Encroachment Permit No. 4184, Nothing Further is Required Under CEQA, District 3. [\$0] (Companion Item to MT Item No. 28648)

**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 Agreement ("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 Menifee) on February 22, 2017;
2. Approve the Agreement between the Riverside County Flood Control and Water Conservation District ("District"), the Riverside County Regional Park and Open-Space District ("Parks") and the City of Menifee ("City");
3. Authorize the current Chair of the District's Board of Supervisors to execute the Agreement on behalf of the District;
4. Authorize the General Manager-Chief Engineer, at his sole discretion, to administer the Agreement and to terminate the Agreement, in accordance with the terms and conditions of the Agreement; and
5. Direct the Clerk of the Board to return two (2) executed Agreements to the District, and one (1) executed Agreement to Parks.

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

8/13/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: August 26, 2025  
xc: Flood, Parks

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

(Companion Item 16.2)

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: N/A</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The District owns, operates and maintains the Salt Creek Channel and the Salt Creek I-215 Channel facilities that provide flood protection and drainage improvements to the area. The City desires to detour a portion of the Salt Creek Channel Trail from Desert Hills Road, easterly on Pebble Beach Drive and southerly along the Salt Creek I-215 Channel. The City anticipates the estimated time frame for the temporary trail detour to be approximately fifteen (15) months, concluding in November 2026. The primary objective is to accommodate the construction of the Bradley Road Bridge between Potomac Drive to the north and Rio Vista Drive to the south.

On July 31, 2018 [Board Agenda Item No. 11.4], the District's Board of Supervisors approved the Cooperative Agreement between the District and Parks, which set forth the terms and conditions by which Parks will operate and maintain the 4.3-mile multi-purpose trail along the Salt Creek Channel. On August 30, 2022 [Board Agenda Item No. 11.3], the District's Board of Supervisors approved the Cooperative Maintenance Agreement between the District and City, which set forth the terms and conditions by which the City will construct the Bradley Road Bridge over the Salt Creek Channel.

This Agreement sets forth the terms and conditions by which the District will allow the City to construct, inspect, operate and maintain the temporary trail detour within District held right of way, and Parks will allow a total closure of the Salt Creek Channel Trail along this section.

The temporary trail detour will not conflict with the primary function of the Salt Creek Channel and the Salt Creek I-215 Channel or the District's continued operation and maintenance of said facilities. Upon completion of the Bradley Road Bridge construction by the City, the City will remove the temporary trail detour, including fencing and gates located within the District's right of way, and restore the Salt Creek I-215 Channel access road to the as-built conditions.

County Counsel has approved the Agreement as to legal form, and the City intends to sign a counterpart to the Agreement on its August 20<sup>th</sup> Meeting Agenda. The City's executed agreement is forthcoming. A companion item (Item No. 28648) appears on the Parks' agenda this same date.

**Prev. Agn. Ref.:** MT 7524, 11.4 of 07/31/18

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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

MT 18042, 11.3 of 08/30/22

**Environmental Findings**

As the CEQA lead agency, the City of Menifee 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.

**Impact on Residents and Businesses**

The proposed action entails no new fees, taxes or bonded indebtedness to residents or businesses. This Bradley Road Bridge project is required by the City to mitigate ongoing Bradley Road flooding, which poses risks to drivers and leads to road closures. The residents and businesses within the City are the primary beneficiaries of the proposed bridge project. The temporary trail will continue to offer residents the opportunity for pedestrian and bicycle use.

**Additional Fiscal Information**

The City is funding the operation and maintenance costs associated with the temporary trail detour. The operation and maintenance of the existing flood control facilities will continue to be a District responsibility.

**ATTACHMENTS:**

1. Vicinity Map
2. Cooperative Agreement

AMR:blj  
P8/263060

  
\_\_\_\_\_  
Douglas Cordonez Jr. 8/19/2025

  
\_\_\_\_\_  
Aaron Gettis, Chief of Deputy County Counsel 8/13/2025

COOPERATIVE AGREEMENT  
Bradley Road Bridge Trail Detour  
Encroachment Permit No. 4184

This Cooperative Agreement ("Agreement"), dated as of AUG 26 2025, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"), the Riverside County Regional Park and Open-Space District, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3 ("PARKS"), and the City of Menifee, a California municipal corporation ("CITY"). DISTRICT, PARKS and CITY may be referred to collectively as the "Parties" and individually as a "Party". The Parties hereto agree as follows:

RECITALS

A. DISTRICT operates and maintains Salt Creek Channel (Project No. 4-0-00110), hereinafter called "CHANNEL", and the Salt Creek I-215 Channel (Project No. 4-0-00109, hereinafter called "I-215 CHANNEL", principally located in the city of Menifee; and

B. CHANNEL and the I-215 CHANNEL are essential and integral parts of DISTRICT's regional system of stormwater management infrastructure that provides critical flood control and drainage to the CITY, adjacent cities and unincorporated areas; and

C. DISTRICT and PARKS have previously entered into and executed a certain License Agreement ("License Agreement") on July 31, 2018 [DISTRICT's Board Agenda Item No. 11.4, PARKS' Board Agenda Item No. 13.2] setting forth the respective rights and obligations concerning the 4.3 mile multi-purpose trail at the intersection of Goetz Road and Canyon Lake Drive then continuing easterly along CHANNEL passing the Interstate 215 Freeway to the intersection of Antelope Road and Aldergate Drive ("SALT CREEK TRAIL"); and

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY  
to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

D. DISTRICT and CITY have previously entered into and executed a certain Cooperative Maintenance Agreement ("Maintenance Agreement") on August 30, 2022 [DISTRICT's Board Agenda Item No. 11.3], setting forth the respective rights and obligations concerning the elevated bridge structure over CHANNEL between Potomac Drive to the north and Rio Vista Drive to the south ("BRADLEY BRIDGE"); and

E. Pursuant to a CITY administered public works contract, BRADLEY BRIDGE construction is scheduled to commence on August 4, 2025; and

F. CITY desires to detour a portion of SALT CREEK TRAIL from Desert Hills Road, easterly on Pebble Beach Drive and southerly along the I-215 CHANNEL ("TEMPORARY TRAIL DETOUR"), as shown in concept in green on Exhibit "A", attached hereto and made a part hereof; and

G. CITY anticipates the estimated time frame for TEMPORARY TRAIL DETOUR to be approximately fifteen (15) months, concluding in November 2026; and

H. TEMPORARY TRAIL DETOUR may be accommodated within DISTRICT's held rights of way or easements to the extent that such uses do not unreasonably interfere with DISTRICT's principal function or ability to operate and maintain the I-215 CHANNEL, or PARKS' ability to operate and maintain SALT CREEK TRAIL; and

I. CITY desires to operate and maintain TEMPORARY TRAIL DETOUR within DISTRICT held rights of way or easements ("DISTRICT's RIGHTS OF WAY"), as shown in concept in green on Exhibit "B", attached hereto and made a part hereof; and

J. To accommodate CITY's BRADLEY BRIDGE project, PARKS is willing to allow a total closure of SALT CREEK TRAIL, as shown in concept in red on Exhibit "A", pending the execution of this Agreement; and

K. Subject to the provisions of this Agreement, DISTRICT is willing to (i) allow TEMPORARY TRAIL DETOUR, (ii) conduct periodic inspections of TEMPORARY TRAIL DETOUR and (iii) allow CITY to operate and maintain TEMPORARY TRAIL DETOUR located within DISTRICT's RIGHTS OF WAY; and

L. In accordance with the provisions of this Agreement, CITY will (i) prepare or cause to be prepared schematic plans for TEMPORARY TRAIL DETOUR and submit to DISTRICT for its review and written approval, (ii) cause the construction, inspection and repair of TEMPORARY TRAIL DETOUR at no cost to DISTRICT, (iii) conduct periodic safety inspections of TEMPORARY TRAIL DETOUR, (iv) accept operation and maintenance of TEMPORARY TRAIL DETOUR and (v) indemnify, defend and hold DISTRICT and PARKS harmless from any claims arising from CITY's or the public's use of TEMPORARY TRAIL DETOUR or from CITY's responsibilities in connection therewith or the condition thereof; and

M. In addition, CITY will be responsible for the following (i) routine maintenance of surface improvements and associated appurtenances, including, but not limited to, fencing, 15-foot wide double swing gates, and 4-inch thick decomposed granite path with stabilizer and (ii) general beautification maintenance of TEMPORARY TRAIL DETOUR, including, but not limited to, weed abatement, trash removal, graffiti removal and any issues arising from homeless encampments, both to the same or better standard than other regularly maintained trails in the area; and

N. It is in the best interest of the public to proceed with TEMPORARY TRAIL DETOUR at the earliest possible date; and

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

construction, inspection, ownership, operation and maintenance of TEMPORARY TRAIL DETOUR.

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. Prior to constructing any improvements on or performing any physical modifications within DISTRICT's RIGHTS OF WAY, prepare or cause to be prepared schematic plans for TEMPORARY TRAIL DETOUR ("SCHEMATIC PLANS") and submit to DISTRICT (Attention: Permitting Services Section) for review and approval.
2. Pay all costs associated with preparation of SCHEMATIC PLANS, including DISTRICT's review and approval thereof.
3. Pay all reasonable and actual accrued costs associated with DISTRICT's preparation and administration of this Agreement, not to exceed an amount of Six Thousand Dollars (\$6,000).
4. 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 TEMPORARY TRAIL DETOUR.
5. Obtain an encroachment permit from DISTRICT (Attention: Permitting Services Section) pursuant to its rules and regulations and comply with all provisions set forth therein prior to commencing construction of TEMPORARY TRAIL DETOUR or any other improvements within DISTRICT's held rights of way or easements.

6. Take reasonable action to ensure that any necessary permits, approvals, licenses or agreements as may be required by any federal, state or local resource or regulatory agencies, including any subsequent renewal or amendments thereto, will not (i) unreasonably impede DISTRICT's ability to perform all necessary operation and maintenance activities for I-215 CHANNEL 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's RIGHTS OF WAY.

7. Cause TEMPORARY TRAIL DETOUR to be constructed in DISTRICT's RIGHTS OF WAY in accordance with SCHEMATIC PLANS approved by DISTRICT and pay all costs associated therewith.

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

9. Obtain a new encroachment permit from DISTRICT (Attention: Permitting Services Section) if any subsequent modifications are needed to TEMPORARY TRAIL DETOUR.

10. Grant DISTRICT, by execution of this Agreement, the right to enter upon adjacent public rights of way owned or controlled by CITY where necessary and convenient for the purpose of gaining access to and performing inspection service for the TEMPORARY TRAIL DETOUR.

11. 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 TEMPORARY TRAIL DETOUR, 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.

12. 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.

13. Inspect TEMPORARY TRAIL DETOUR construction or cause TEMPORARY TRAIL DETOUR's construction to be inspected by its construction manager and pay all costs associated therewith.

14. Within two (2) weeks of completing TEMPORARY TRAIL DETOUR construction, provide DISTRICT with written notice (Attention: Permitting Services Section) that TEMPORARY TRAIL DETOUR construction is substantially complete and requesting that DISTRICT conduct a final inspection of TEMPORARY TRAIL DETOUR.

15. Upon completion of TEMPORARY TRAIL DETOUR construction, provide DISTRICT with a copy of CITY's Notice of Completion.

16. Upon completion of TEMPORARY TRAIL DETOUR construction and CITY's acceptance thereof, assume sole responsibility for the design, construction and inspection of TEMPORARY TRAIL DETOUR, 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 I-215 CHANNEL facility.

17. Within DISTRICT's RIGHTS OF WAY, assume sole responsibility for (i) the operation and maintenance of TEMPORARY TRAIL DETOUR, 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's RIGHTS OF WAY, (ii) its responsibilities under Recitals L and M and (iii) as between DISTRICT and CITY, assume all liability associated with the public use of TEMPORARY TRAIL DETOUR within DISTRICT's RIGHTS OF WAY, 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 its I-215 CHANNEL facility or TEMPORARY TRAIL DETOUR improvements related thereto unless such liability is the result of CITY's operations.

18. Conduct periodic safety inspections on TEMPORARY TRAIL DETOUR and promptly making repairs that are necessary to safeguard the public and its use thereof.

19. Promptly repair any damage to TEMPORARY TRAIL DETOUR within DISTRICT's RIGHTS OF WAY upon CITY learning of such damage, under the rights 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.

20. Waive any claim against DISTRICT for damages to TEMPORARY TRAIL DETOUR resulting from DISTRICT's customary operation and maintenance activities performed within DISTRICT's RIGHTS OF WAY 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.

21. Immediately remove, upon written request by DISTRICT's General Manager-Chief Engineer, any improvements and/or equipment CITY has placed on TEMPORARY TRAIL DETOUR within DISTRICT's RIGHTS OF WAY 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 the I-215 CHANNEL. If DISTRICT invokes this provision, it shall be required to communicate a detailed explanation of the basis for its determination that TEMPORARY TRAIL DETOUR has become detrimental to the operation of the I-215 CHANNEL in writing to CITY and shall be required to meet and confer with CITY's designated representatives prior to finalizing such opinion.

22. If, in the opinion of the General Manager-Chief Engineer, CITY's or the public's use of TEMPORARY TRAIL DETOUR 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 and, if remediation is unsuccessful, to terminate this Agreement.

- a) CITY shall remove, at its sole cost and expense, any elements of TEMPORARY TRAIL DETOUR (and any associated improvements within DISTRICT's RIGHTS OF WAY) within sixty (60) calendar days of receipt of written notice from DISTRICT should DISTRICT, in its sole discretion, determine that such elements of TEMPORARY TRAIL DETOUR or its associated use are incompatible with the operation and maintenance of the I-215 CHANNEL facility. Should CITY fail to perform all necessary work as directed by LICENSOR within sixty (60) calendar days of receipt of written notice from DISTRICT, DISTRICT reserves the right to terminate this Agreement.

- b) In the event of a dispute between CITY and DISTRICT as to whether public use of DISTRICT's RIGHTS OF WAY may cause or contribute to a public hazard, a public nuisance, degradation of water quality, incompatible with the operation and maintenance of the I-215 CHANNEL facility, or any other matter of substantial concern, the Parties shall meet and confer for at least thirty (30) days in an attempt to resolve the dispute.

23. Upon completion of BRADELY BRIDGE construction, provide DISTRICT with a copy of CITY's Notice of Completion as per the Maintenance Agreement.

24. Upon completion of BRADLEY BRIDGE construction, CITY shall remove TEMPORARY TRAIL DETOUR, including fencing and gates, and restore the I-215 CHANNEL access road returned to the same condition (or as close to), in which they were in prior to the construction, installation or maintenance of TEMPORARY TRAIL DETOUR. Restoration to the as-built conditions, should ensure ninety-five percent (95%) compaction, as shown on DISTRICT's Drawing No. 4-0546. CITY agrees not to damage DISTRICT's RIGHTS OF WAY in the process of performing the permitted activities.

## SECTION II

DISTRICT shall:

1. Review, comment and approve, as appropriate, SCHEMATIC PLANS prior to the start of constructing any improvements on or performing any physical modifications within DISTRICT's RIGHTS OF WAY.
2. Upon DISTRICT approval of SCHEMATIC PLANS, issue an encroachment permit to CITY for the construction and the operation and maintenance of

TEMPORARY TRAIL DETOUR in accordance with DISTRICT approved SCHEMATIC PLANS and subject to the provisions set forth in DISTRICT's EP 4184.

3. Keep an accurate accounting of all DISTRICT costs associated with the review, approval, processing and administration of this Agreement. DISTRICT shall reimburse CITY the excess amount within sixty (60) calendar days after DISTRICT's acceptance of TEMPORARY TRAIL DETOUR as being complete.

4. Grant rights to CITY to construct, operate and maintain TEMPORARY TRAIL DETOUR within DISTRICT's RIGHTS OF WAY.

5. Inspect TEMPORARY TRAIL DETOUR construction, as appropriate.

6. Upon receipt of CITY's written notice that TEMPORARY TRAIL DETOUR construction is substantially complete, conduct a final inspection of TEMPORARY TRAIL DETOUR.

7. 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 the I-215 CHANNEL, and grant CITY ten (10) days or more from and after such notice to correct any such nonconforming use or condition.

8. Assume no responsibility, obligation or liability whatsoever for (i) the design, construction, inspection and repair of TEMPORARY TRAIL DETOUR, (ii) operation and maintenance of TEMPORARY TRAIL DETOUR, including the public use of these facilities or (iii) CITY's use of DISTRICT's RIGHTS OF WAY as granted herein, unless done so expressly in writing approved by the Parties as an amendment or addendum to this Agreement.

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

10. Upon receipt of CITY's written notice that the BRADLEY BRIDGE construction is substantially complete (i) conduct a final inspection of the removal of TEMPORARY TRAIL DETOUR, including fencing and gates, (ii) verify the restoration of DISTRICT's RIGHTS OF WAY meets the ninety-five percent (95%) compaction and (iii) verify the removal of TEMPORARY TRAIL DETOUR is returned to the as-built condition per DISTRICT's Drawing No. 4-0546.

### SECTION III

PARKS shall:

1. Grant a total closure of SALT CREEK TRAIL.
2. Assume no responsibility, obligation or liability whatsoever for (i) the design, construction, inspection and repair of TEMPORARY TRAIL DETOUR and (ii) operation and maintenance of TEMPORARY TRAIL DETOUR, including the public use of these facilities as granted herein, unless done so expressly in writing approved by the Parties as an amendment or addendum to this Agreement.

### SECTION IV

INDEMNIFICATION OBLIGATIONS:

1. CITY INDEMNIFICATION OF DISTRICT, PARKS and the County of Riverside. Indemnify, defend (with counsel selected by CITY), save and hold harmless DISTRICT, the County of Riverside and PARKS, its directors, officers, Board of Supervisors, elected and appointed officials, agents, employees, representatives, independent contractors and subcontractors (collectively "INDEMNIFIED PARTIES") from any liability whatsoever, claim,

damage, proceeding or action, present or future, based or asserted upon any act or omission of CITY (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontract), arising from, related to or in any manner connected with i) CITY's use of DISTRICT's RIGHTS OF WAY 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 TEMPORARY TRAIL DETOUR within DISTRICT's RIGHTS OF WAY. 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.

2. 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.

3. 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.

4. 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.

5. DISTRICT AND PARKS INDEMNIFICATION OF CITY: DISTRICT and PARKS shall indemnify, defend, save and hold harmless CITY (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontract) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to INDEMNIFIED PARTIES acts or omissions related to this Agreement, performance under this Agreement.

#### SECTION V

It is further mutually agreed:

1. DISTRICT hereby authorizes CITY, in accordance with the terms, covenants conditions and provisions of this Agreement, the use of DISTRICT's RIGHTS OF WAY, as depicted on Exhibit "B", for the purpose of constructing and maintaining TEMPORARY TRAIL DETOUR. It is expressly agreed that DISTRICT's RIGHTS OF WAY shall be used by CITY solely and exclusively for the purpose of accommodating TEMPORARY TRAIL DETOUR.

2. CITY shall not use DISTRICT's RIGHTS OF WAY for any other purpose unless approved in writing by DISTRICT. No change shall be made by CITY in the use of TEMPORARY TRAIL DETOUR without DISTRICT's prior written approval.

3. Term and Termination of Agreement.

(a) Term. This Agreement shall commence on the date this Agreement

is fully approved and executed by the Parties and continue in effect until receipt of CITY's written notice that BRADLEY BRIDGE construction is complete and DISTRICT's final inspection of the removal of TEMPORARY TRAIL DETOUR, as set forth in Sections I.24., and II.10.

(b) Termination for Cause. DISTRICT reserves the right to terminate this Agreement, and any encroachment permit issued thereto, for any reason whatsoever, if DISTRICT's General Manager-Chief Engineer determines that CITY's or the public's use of DISTRICT's RIGHTS OF WAY is not compatible with the I-215 CHANNEL's primary flood control purpose or function. 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 TEMPORARY TRAIL DETOUR, under the following circumstances (i) 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 sixty (60) calendar days of its receipt of said notice, unless otherwise agreed upon by the Parties, and (ii) 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.

Upon the termination of this Agreement, CITY shall return the DISTRICT's RIGHTS OF WAY to the as-built condition in accordance with Section I.24.

4. TEMPORARY TRAIL DETOUR shall at all times remain under the sole ownership and exclusive responsibility of CITY. Nothing herein shall be construed as creating

any obligation or responsibility on the part of DISTRICT and PARKS to inspect or warranty TEMPORARY TRAIL DETOUR or operate and maintain TEMPORARY TRAIL DETOUR.

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 TEMPORARY TRAIL DETOUR and DISTRICT's RIGHTS OF WAY so that they will not at any time be a source of danger to or interference with any activities on DISTRICT's RIGHTS OF WAY. Any repair and maintenance work shall be done to DISTRICT's standards.

6. DISTRICT personnel may observe and inspect all work being done on TEMPORARY TRAIL DETOUR. 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 I-215 CHANNEL to CITY.

9. This Agreement is subordinate to all prior and future rights of DISTRICT in I-215 CHANNEL and the use of I-215 CHANNEL 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 V.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's RIGHTS OF WAY or any part thereof, any design professionals', mechanics', materialmans', contractors' or subcontractors' liens with the regard to CITY's actions upon DISTRICT's RIGHTS OF WAY 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's RIGHTS OF WAY 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:

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

To PARKS: RIVERSIDE COUNTY REGIONAL PARK AND  
OPEN-SPACE DISTRICT  
4600 Crestmore Road  
Jurupa Valley, CA 92509-6858  
Attn: General Manager

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

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 the Parties 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 the Parties 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 any Party 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 CUETA as amended from time to time. 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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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

AUG 26 2025

(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 J Uhley  
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 KBN  
KRISTINE BELL-VALDEZ  
Supervising Deputy County Counsel

By [Signature]  
Deputy

(SEAL)

Cooperative Agreement w/the Riverside County Regional Park  
and Open-Space District and the City of Menifee  
Bradley Road Bridge Trail Detour  
Encroachment Permit No. 4184  
AMR:blj  
08/07/25

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY REGIONAL PARK  
AND OPEN-SPACE DISTRICT,**  
a special district

By \_\_\_\_\_  
KYL A BROWN, CPRE  
General Manager

By \_\_\_\_\_  
**JOSE MEDINA**  
Chair, Board of Directors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN  
County Counsel

KIMBERLY RECTOR  
Clerk of the Board

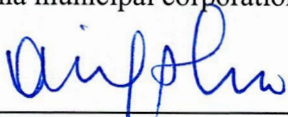
By \_\_\_\_\_  
~~KRISTINE BELL-VALDEZ~~  
Supervising Deputy County Counsel  
**RYAN YABKO**

By \_\_\_\_\_  
Deputy

(SEAL)

Cooperative Agreement w/ the Riverside County Regional Park  
and Open-Space District and the City of Menifee  
Bradley Road Bridge Trail Detour  
Encroachment Permit No. 4184  
AMR:blj  
08/07/25

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

By   
ARMANDO G. VILLA  
City Manager

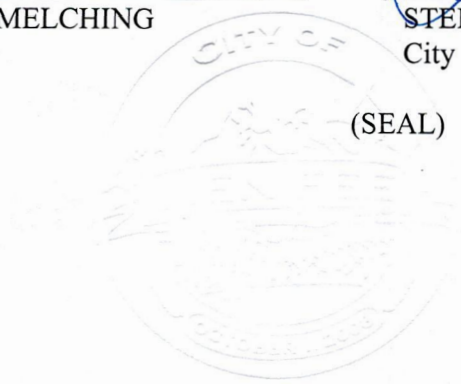
APPROVED AS TO FORM:

By   
JEFFREY T. MELCHING  
City Attorney

ATTEST:

By   
STEPHANIE ROSEEN  
City Clerk

(SEAL)



Cooperative Agreement w/ the Riverside County Regional Park  
and Open-Space District and the City of Menifee  
Bradley Road Bridge Trail Detour  
Encroachment Permit No. 4184  
AMR:blj  
08/07/25

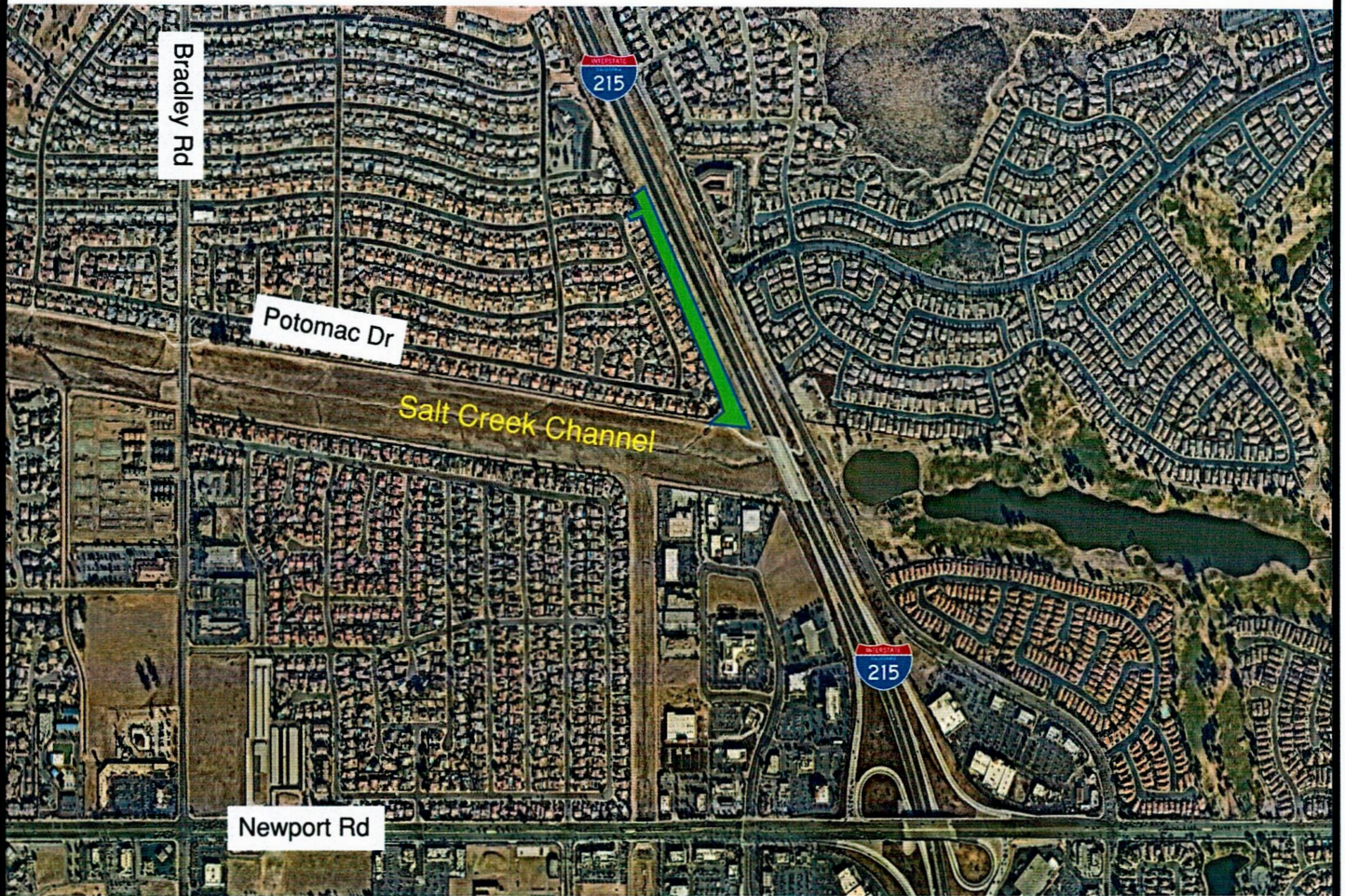



SOURCE: Riverside County 2023; Bing Maps



**EXHIBIT A**  
 Salt Creek Trail - Temporary Closure and Detour Route  
 VIA Technical Memo - Bradley Road Bridge Project

# Exhibit B



 District's Rights of Way

COOPERATIVE AGREEMENT  
Bradley Road Bridge Trail Detour  
Encroachment Permit No. 4184

## 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.

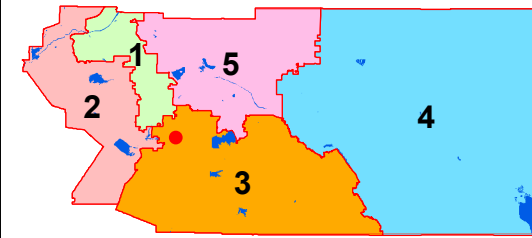
F. General Insurance Provisions – All Lines:

- 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.



**Legend**

- Supervisorial District
- Project Vicinity
- Existing Facilities

**Description**

Bradley Road Bridge Trail Detour  
Encroachment Permit No. 4184



# VICINITY MAP

