



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

105B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

October 8, 2013

SUBJECT: Stagecoach Park Reclaimed Water Pipeline
Funding Agreement
District 2/District 2

RECOMMENDED MOTION:

1. Approve the Funding Agreement (Agreement) between the District and the City of Corona (City); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

The Agreement sets forth the terms and conditions by which the District will contribute funding to the City for the construction of Stagecoach Park Reclaimed Water Pipeline as part of a City administered public works construction project.

Continued on Page 2.

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$1,030,000	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	N/A	For Fiscal Year:	FY 13/14

SOURCE OF FUNDS: 25120-947420-536200
Zone 2 Contribution to Non-County Agency

Positions To Be
Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY:
Steven C. Horn, MPA

County Executive Office Signature

Policy ☐

Consent ☐

Dep't Recomm.: ☐

Policy ☐

Consent ☐

Per Exec. Ofc.: ☐

2013 OCT -1 AM 10:10

Prev. Agn. Ref.: ☐

District: 2nd/2nd

Agenda Number:

11-2

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

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

SUBJECT: Stagecoach Park Reclaimed Water Pipeline
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District 2/District 2

SUBMITTAL DATE: October 8, 2013

Page 2

BACKGROUND:

The District wishes to support the City's efforts to augment municipal water supplies and stabilize the Temescal Groundwater Basin. Therefore, the District will contribute a lump sum amount equal to thirty-four percent (34%) of the actual project construction costs not-to-exceed one million thirty thousand dollars (\$1,030,000) in Fiscal Year 2013-2014. The project is anticipated to save approximately 2,464 acre-feet of water over a 20 year period. Funding of this project supports water conservation efforts within Zone 2.

Upon completion of construction, the City will accept sole responsibility for the ownership, operation and maintenance of the facility.

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

FINANCIAL:

Sufficient funding is available in the District's Zone 2 budget for FY 2013-2014. Future operation and maintenance cost will accrue to the City.

AMR:mcv

Stagecoach Park Reclaimed Water Pipeline

RECITALS

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

SECTION I

CITY shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Obtain at its sole cost and expense, all necessary permits, approvals or agreements required by any Federal, State and local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT. Such documents, hereinafter called "REGULATORY PERMITS", may include but are not limited to, a Section 404 permit issued by U.S. Army Corps of Engineers, a Section 401 Water Quality Certification issued by the Santa Ana Regional Water Quality Control Board (SARWQCB), a Section 1602 Streambed Alteration Agreement issued by the California Department of Fish and Wildlife, and National Pollutant Discharge Elimination System Permit issued by the State Water Resources Control Board or SARWQCB.

3. Prepare, or cause to be prepared, all necessary plans and specifications for PROJECT.

4. Obtain, at its sole cost and expense, all necessary licenses, permits, agreements, approvals, rights of way, rights of entry and temporary construction easements as may be necessary to construct, inspect, operate and maintain PROJECT.

5. Advertise, award and administer a public works PROJECT construction contract.

6. Endeavor to commence construction of PROJECT within twelve (12) months of execution of this Agreement.

7. Provide DISTRICT with written notice (Attention: Contract Administration Section) that CITY has awarded a construction contract for PROJECT. The written notice shall include the Contractor's actual bid amounts for PROJECT, setting forth the lowest responsible original bid contract price for PROJECT construction as set forth herein.

8. Invoice DISTRICT at the time of providing written notice of the award of a construction contract as set forth in Section I.7., for DISTRICT CONTRIBUTION.

9. Construct or cause to be constructed, PROJECT pursuant to a CITY administered public works construction contract.

10. Inspect PROJECT construction or cause PROJECT'S construction to be inspected by its construction manager.

11. Assume ownership and sole responsibility for the operation and maintenance of PROJECT.

12. Upon completion of PROJECT construction and settlement of any outstanding claims, provide DISTRICT with a copy of CITY'S recorded Notice of Completion.

SECTION II

DISTRICT shall:

1. Pay CITY, within thirty (30) days after receipt of CITY'S appropriate invoice as set forth in Section I.8.

2. DISTRICT shall bear no responsibility whatsoever for the design, construction, ownership, operation or maintenance of PROJECT.

SECTION III

It is further mutually agreed:

1. The DISTRICT CONTRIBUTION shall be the lesser of thirty-four percent (34%) of the actual construction cost or one million thirty thousand dollars (\$1,030,000) and shall be used by CITY solely for the purpose of constructing PROJECT.

2. CITY shall indemnify, defend, save and hold harmless DISTRICT and County of Riverside (including their respective officers, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CITY'S (including its officers, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

3. DISTRICT shall indemnify, defend, save and hold harmless CITY (including its officers, employees, agents, representatives, independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT'S (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

1 4. Any waiver by DISTRICT or by CITY of any breach of any one or more of the
2 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach
3 of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require
4 exact, full and complete compliance with any terms of this Agreement shall not be construed as
5 in any manner changing the terms hereof, or estopping DISTRICT or CITY from enforcement
6 hereof.
7

8 5. This Agreement is to be construed in accordance with the laws of the State of
9 California.

10 6. If any provision in this Agreement is held by a court of competent jurisdiction to
11 be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full
12 force without being impaired or invalidated in any way.

13 7. This Agreement is made and entered into for the sole protection and benefit of
14 the parties hereto. No other person or entity shall have any right of action based upon the
15 provisions of this Agreement.
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17 8. Any and all notices sent or required to be sent to the parties of this Agreement
18 will be mailed by first class mail, postage prepaid, to the following addresses:

19 RIVERSIDE COUNTY FLOOD CONTROL
20 AND WATER CONSERVATION DISTRICT
21 1995 Market Street
22 Riverside, CA 92501
Attn: Steve Thomas

CITY OF CORONA
755 Corporation Yard Way
Corona, CA 92880
Attn: Tom Koper

23 9. This Agreement is the result of negotiations between the parties hereto, and the
24 advice and assistance of their respective counsel. The fact that this Agreement was prepared as
25 a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or
26 ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
27 prepared this Agreement in its final form.
28

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

4 11. Any action at law or in equity brought by any of the parties hereto for the
5 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of
6 competent jurisdiction in the County of Riverside, State of California, and the parties hereto
7 waive all provisions of law providing for a change of venue in such proceedings to any other
8 county.

10 12. In the event of any arbitration, action or suit brought by either CITY or
11 DISTRICT against the other party by reason of any breach on the part of the other party of any
12 of the covenants and agreements set forth in this Agreement, or any other dispute between
13 DISTRICT and CITY concerning this Agreement, the prevailing party in any such action or
14 dispute, by a final judgment or arbitration award, shall be entitled to have and recover from the
15 other party all costs and expenses or claims, including but not limited to, attorney's fees and
16 expert witness fees. This section shall survive any termination of this Agreement.

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

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

(to be filled in by the Clerk of the Board)

RECOMMENDED FOR APPROVAL

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

By 
WARREN D. WILLIAMS
General Manager-Chief Engineer


By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

Funding Agreement: City of Corona
Stagecoach Park Reclaimed Water Pipeline
08/01/13
AMR:mcv

CITY OF CORONA

By 
JONATHAN DALY
General Manager
Department of Water and Power

APPROVED AS TO FORM:

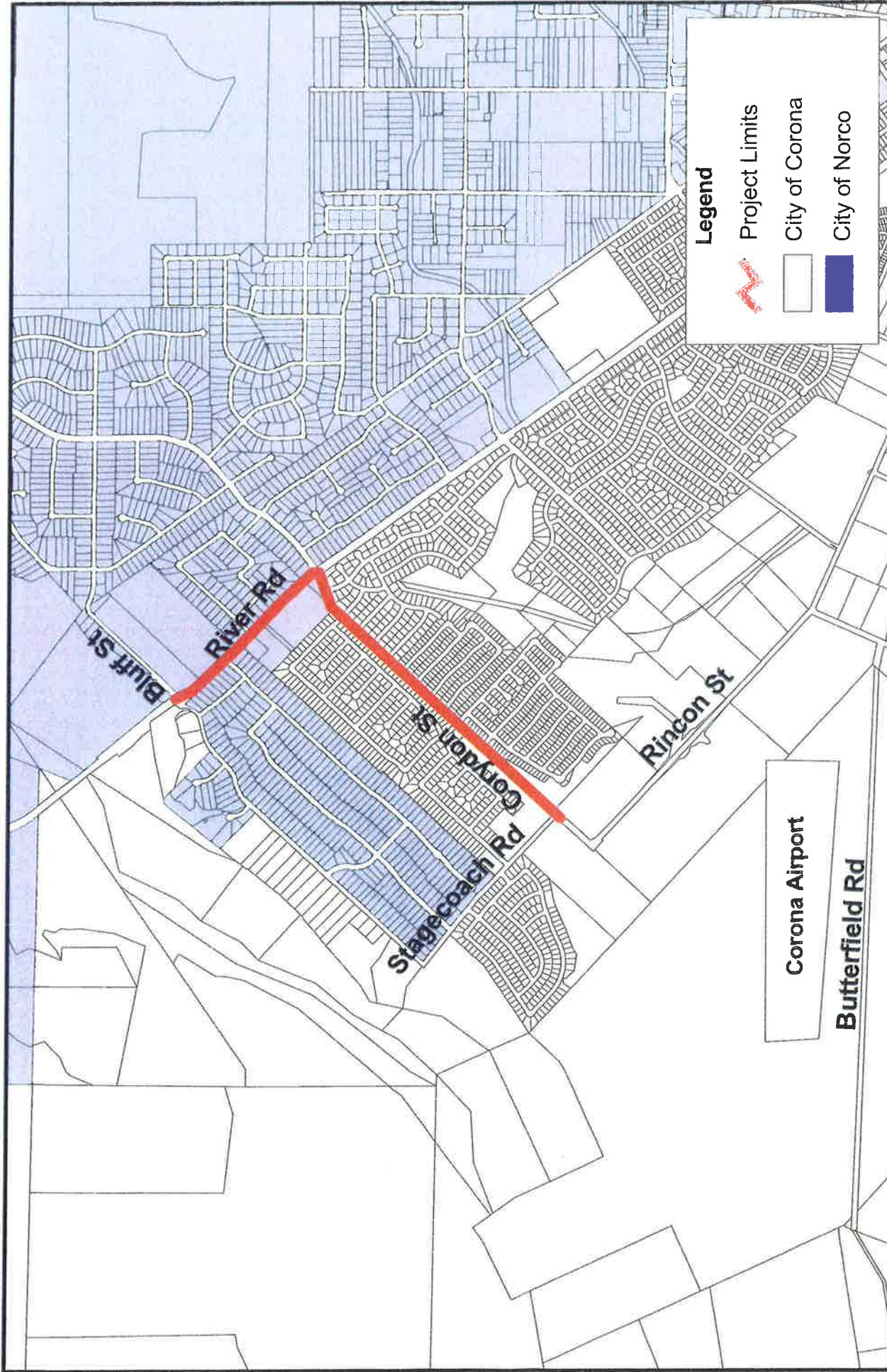
By 
DEAN DERLETH
City Attorney

ATTEST:

By 
LISA MOBLEY
Chief Deputy City Clerk

(SEAL)

Funding Agreement: City of Corona
Stagecoach Park Reclaimed Water Pipeline
08/01/13
AMR:mcv



CITY OF CORONA

Stagecoach Reclaimed Waterline

Project No. 24-0811

