

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



710B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
April 28, 2015

SUBJECT: Approval of Cooperative Funding Agreement for Romoland Master Drainage Plan (MDP) Line A, Stages 3, 4, 5 and 6, Romoland MDP Lines A-2 and A-3, Homeland MDP Line 1, Homeland MDP Briggs Road and Juniper Flats Road Basins; Project Nos. 4-0-00310, -00312, and -00345; District 3 & 5 [Not-to-exceed \$3,857,000]; District funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Funding Agreement between the District and the Eastern Municipal Water District (EMWD); and
2. Authorize the Chairman to execute the Cooperative Funding Agreement documents on behalf of the District.

Continued on Page 2

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WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 2,888,000	\$ 969,000	\$ 3,857,000	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 2,888,000	\$ 969,000	\$ 3,857,000	\$ N/A	
SOURCE OF FUNDS: 25140-947460-527980 (Zone 4 Const/Maint/Misc Contracts)				Budget Adjustment: No	
				For Fiscal Year:	14/15 to 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY:
Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY:
DATE: 3/25/15
GREGORY P. PRIAMOS
Departmental Concurrence

FISCAL PROCEDURES APPROVED
JEANINE V. REY, FINANCE DIRECTOR
BY:
JEANINE V. REY

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

Prev. Agn. Ref.:

District: 3rd & 5th

Agenda Number: **11-1**

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

FORM 11: Approval of Cooperative Funding Agreement for Romoland Master Drainage Plan (MDP) Line A, Stages 3, 4, 5 and 6, Romoland MDP Lines A-2 and A-3, Homeland MDP Line 1, Homeland MDP Briggs Road and Juniper Flats Road Basins; Project Nos. 4-0-00310, -00312, and -00345; District 3 & 5; [Not-to-exceed \$3,857,000]; District funds 100%

DATE: April 28, 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary

The District is constructing Romoland MDP Line A, Stages 3 and 4 in phases. Romoland MDP Line A, Stage 4 (Line A, Stage 4) is the collective name for the construction, operation and maintenance of portions of Romoland MDP Line A, Stages 4, 5, and 6, as well as Romoland MDP Lines A-2 and A-3, Homeland MDP Line 1, Juniper Flats Basin and Briggs Road Basin. Within the Line A, Stages 3 and 4 project footprint area, EMWD owns, operates and maintains all utilities including, but not limited to, sewer lines, waterlines, brine lines, fiber optic lines and reclaimed waterlines located within EMWD held rights of way, easements or public rights of way. Many of these EMWD facilities are either in definite conflict or potential conflict with the construction of the Romoland MDP Line A, Stage 3 and Line A, Stage 4 project.

This Cooperative Funding Agreement (Agreement) sets forth the terms and conditions by which the District will provide a financial contribution toward EMWD's design and construction of the relocation of all interfering and affected portions of EMWD facilities within Romoland MDP Line A, Stage 3 and Line A, Stage 4 project footprint area.

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

Impact on Residents and Businesses

This project is funded by ad-valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. The relocation of EMWD's conflicting facilities will facilitate the construction of the Romoland MDP Line A, Stage 3 and Line A, Stage 4 project. The Romoland MDP Line A, Stage 3 and Line A, Stage 4 project, upon construction completion, will (i) provide an outlet for adjacent development, (ii) provide immediate flooding relief for the area east of the I-215 Freeway at McLaughlin Road, (iii) improve traffic safety during periods of flooding, and (iv) help reduce the floodplain limits along the mainline storm drain system.

SUPPLEMENTAL:

Additional Fiscal Information

Sufficient funding is available in the District's Zone 4 budget for FY 2014-15 and will be included in the proposed budget in future years as appropriate.

Attachment:

1. Cooperative Funding Agreement

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COOPERATIVE FUNDING AGREEMENT

Romoland Master Drainage Plan (MDP) Line A, Stages 3, 4, 5 and 6
Romoland MDP Line A-2, Stage 1
Romoland MDP Line A-3, Stage 1
Homeland MDP Line 1, Stage 1
Homeland MDP Briggs Road and Juniper Flats Road Basins
Project Nos. 4-0-00310, 4-0-00312 and 4-0-00345

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and the Eastern Municipal Water District, hereinafter called "EMWD", hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for and plans to construct certain flood control facilities to provide necessary flood control and drainage improvements for certain areas within portions of the Cities of Menifee and Perris and unincorporated Homeland area of Riverside County; and

B. These certain flood control facilities consist of (i) Romoland Master Drainage Plan (MDP) Line A, Stage 3, as shown on District Drawing No. 4-0856 and in concept in magenta on Exhibit A, attached hereto and made a part hereof, hereinafter called "STAGE 3", (ii) Romoland MDP Line A, Stage 4, as shown on District Drawing No. 4-0846 and in concept in blue on Exhibit A, hereinafter called "STAGE 4", (iii) Romoland MDP Line A, Stage 5, as shown on District Drawing No. 4-0861 and in concept in red on Exhibit A, hereinafter called "STAGE 5", (iv) Romoland MPD Line A, Stage 6, as shown on District Drawing No. 4-0860 and in concept in green on Exhibit A, hereinafter called "STAGE 6", (v) Romoland MDP Line A-2, Stage 1, as shown on District Drawing No. 4-0869 and in concept in orange on Exhibit A, hereinafter called "LINE A-2", (vi) a segment of Romoland MDP Line A-3, Stage 1, as shown on District Drawing No. 4-0871 (Sheet 2, from approximately Sta. 10+90 to Sta. 14+90) and in concept in yellow on Exhibit A, hereinafter called "LINE A-3", (vii) the remainder segment of LINE A-3, as shown on District Drawing No. 4-0871 (Sheets 2-14, from approximately Sta. 14+90 to Sta. 112+50) and in concept in green dashed on Exhibit A, hereinafter called

1 "REMAINDER LINE A-3", (viii) Homeland MDP Line 1, Stage 1, as shown on District
2 Drawing No. 4-0859 and in concept in blue dashed on Exhibit A, hereinafter called "LINE 1",
3 (ix) Homeland MDP Briggs Road Basin, as shown on District Drawing No. 4-0859 and in
4 concept in red cross-hatched on Exhibit A, hereinafter called "BRIGGS BASIN", and (x)
5 Homeland MDP Juniper Flats Road Basin, as shown on District Drawing No. 4-0859 and in
6 concept in green cross-hatched on Exhibit A, hereinafter called "JUNIPER FLATS BASIN".
7 STAGE 3, STAGE 4, STAGE 5, STAGE 6, LINE A-2, LINE A-3 and BRIGGS BASIN are
8 hereinafter called "PHASE 1", as shown in concept within the red boundary on Exhibit B
9 attached hereto and made a part hereof. LINE 1 and JUNIPER FLATS BASIN are hereinafter
10 called "PHASE 2", as shown in concept within the blue boundary on Exhibit B. REMAINDER
11 LINE A-3 is hereinafter called "PHASE 3", as shown in concept within the green boundary on
12 Exhibit B. Together, PHASE 1, PHASE 2 and PHASE 3 are hereinafter called "STORM
13 DRAIN SYSTEM"; and

14 C. STORM DRAIN SYSTEM consists of the construction and subsequent
15 operation and maintenance of approximately 52,000 lineal feet of a combination of open
16 channel and underground storm drain system with two detention basins; and

17 D. Within the STORM DRAIN SYSTEM footprint area, EMWD owns,
18 operates and maintains certain utilities, including but not limited to, sewer lines, sewer mains,
19 waterlines, water mains, brine lines, fiber optic lines and reclaimed waterlines located within
20 EMWD held rights of way or easements or public rights of way, hereinafter called "EMWD
21 FACILITIES"; and

22 E. DISTRICT has determined that numerous EMWD FACILITIES are either
23 in definite conflict or potential conflict with the construction of the proposed STORM DRAIN
24 SYSTEM. Therefore, all interfering and affected portions of EMWD FACILITIES must be
25 identified and subsequently relocated; and

26 F. Together, STORM DRAIN SYSTEM and the relocation of all interfering
27 and affected portions of EMWD FACILITIES are hereinafter called "PROJECT"; and
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2 G. EMWD agrees to (i) research and identify all EMWD FACILITIES that are
3 in conflict with the proposed STORM DRAIN SYSTEM, (ii) administer a design contract for
4 the preparation of the necessary plans and specifications for the relocation of all interfering and
5 affected portions of EMWD FACILITIES, including separate plans and specifications for
6 PHASE 1, PHASE 2 and PHASE 3, hereinafter called "PHASE 1 RELOCATION", "PHASE 2
7 RELOCATION" and "PHASE 3 RELOCATION", respectively, and (iii) complete construction
8 of the relocation of all interfering and affected portions of EMWD FACILITIES in accordance
9 with PHASE 1 RELOCATION by July 31, 2015, PHASE 2 RELOCATION by October 30,
10 2015 and PHASE 3 RELOCATION by January 29, 2016 and;

11 H. DISTRICT agrees to provide a financial contribution towards the design
12 and construction of the relocation of all interfering and affected portions of EMWD
13 FACILITIES as follows:

14 1. PHASE 1

- 15 (a) One hundred percent (100%) of the actual engineering design
16 cost, plus an additional twenty percent (20%) to offset EMWD'S
17 administrative cost associated with administering the design
18 contract for the preparation of PHASE 1 RELOCATION,
19 hereinafter called "PHASE 1 DESIGN CONTRIBUTION",
20 provided PHASE 1 DESIGN CONTRIBUTION does not
21 unreasonably exceed the Engineer's estimated amounts as
22 shown in Exhibit C, attached hereto and made a part hereof, as
23 determined by DISTRICT. However, such determination by
24 DISTRICT shall not be unreasonably withheld or delayed.
- 25 (b) One hundred percent (100%) of the lowest responsible
26 construction contract bid amounts for PHASE 1
27 RELOCATION, hereinafter called "PHASE 1 ORIGINAL
28 BID", plus up to an additional twenty-two percent (22%) of the

1 PHASE 1 ORIGINAL BID to offset EMWD'S actual
2 administrative cost associated with administering the
3 construction contract, including construction surveys, materials
4 testing, construction inspection and any typical ancillary costs
5 related to the delivery of EMWD FACILITIES pursuant to the
6 EMWD and DISTRICT approved PHASE 1 RELOCATION,
7 hereinafter called "PHASE 1 CONTRACT
8 ADMINISTRATION", and up to another additional ten percent
9 (10%) of the PHASE 1 ORIGINAL BID to offset EMWD'S
10 actual construction cost associated with construction contract
11 change orders related to actual conflict with PHASE 1,
12 hereinafter called "PHASE 1 CHANGE ORDERS", provided
13 PHASE 1 ORIGINAL BID does not unreasonably exceed the
14 Engineer's estimated amounts as shown in Exhibit C as
15 determined by DISTRICT. However, such determination by
16 DISTRICT shall not be unreasonably withheld or delayed.
17 Together, PHASE 1 ORIGINAL BID and PHASE 1
18 CONTRACT ADMINISTRATION are hereinafter called
19 "INITIAL PHASE 1 CONSTRUCTION CONTRIBUTION".
20 INITIAL PHASE 1 CONSTRUCTION CONTRIBUTION and
21 PHASE 1 CHANGE ORDERS are hereinafter together called
22 "PHASE 1 CONSTRUCTION CONTRIBUTION".

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24 2. PHASE 2

- 25 (a) One hundred percent (100%) of the estimated engineering
26 design cost, plus an additional twenty percent (20%) to offset
27 EMWD'S administrative cost associated with administering the
28 design contract for the preparation of PHASE 2 RELOCATION,

1 hereinafter called "PHASE 2 DESIGN CONTRIBUTION",
2 provided PHASE 2 DESIGN CONTRIBUTION does not
3 unreasonably exceed the Engineer's estimated amounts as
4 shown in Exhibit C as determined by DISTRICT. However,
5 such determination by DISTRICT shall not be unreasonably
6 withheld or delayed.

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8 (b) One hundred percent (100%) of the lowest responsible
9 construction contract bid amount for PHASE 2 RELOCATION,
10 hereinafter called "PHASE 2 ORIGINAL BID", plus up to an
11 additional twenty-two percent (22%) of the PHASE 2
12 ORIGINAL BID to offset EMWD'S actual administrative cost
13 associated with administering the construction contract,
14 including construction surveys, materials testing, construction
15 inspection and any typical ancillary costs related to the delivery
16 of EMWD FACILITIES pursuant to the EMWD and DISTRICT
17 approved PHASE 2 RELOCATION, hereinafter called "PHASE
18 2 CONTRACT ADMINISTRATION", and up to another
19 additional ten percent (10%) of the PHASE 2 ORIGINAL BID
20 to offset EMWD'S actual construction cost associated with
21 construction contract change orders related to actual conflict
22 with PHASE 2, hereinafter called "PHASE 2 CHANGE
23 ORDERS", provided PHASE 2 ORIGINAL BID does not
24 unreasonably exceed the Engineer's estimated amounts as
25 shown in Exhibit C as determined by DISTRICT. However,
26 such determination by DISTRICT shall not be unreasonably
27 withheld or delayed. Together, PHASE 2 ORIGINAL BID and
28 PHASE 2 CONTRACT ADMINISTRATION are hereinafter

1 called "INITIAL PHASE 2 CONSTRUCTION
2 CONTRIBUTION". INITIAL PHASE 2 CONSTRUCTION
3 CONTRIBUTION and PHASE 2 CHANGE ORDERS are
4 hereinafter together called "PHASE 2 CONSTRUCTION
5 CONTRIBUTION".
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7 3. PHASE 3

8 (a) One hundred percent (100%) of the estimated engineering
9 design cost, plus an additional twenty percent (20%) to offset
10 EMWD'S administrative cost associated with administering the
11 design contract for the preparation of PHASE 3 RELOCATION,
12 hereinafter called "PHASE 3 DESIGN CONTRIBUTION",
13 provided PHASE 3 DESIGN CONTRIBUTION does not
14 unreasonably exceed the Engineer's estimated amounts as
15 shown in Exhibit C as determined by DISTRICT. However,
16 such determination by DISTRICT shall not be unreasonably
17 withheld or delayed.

18 (b) One hundred percent (100%) of the lowest responsible
19 construction contract bid amount for PHASE 3 RELOCATION,
20 hereinafter called "PHASE 3 ORIGINAL BID", plus up to an
21 additional twenty-two percent (22%) of the PHASE 3
22 ORIGINAL BID to offset EMWD'S actual administrative cost
23 associated with administering the construction contract,
24 including construction surveys, materials testing, construction
25 inspection and any typical ancillary costs related to the delivery
26 of EMWD FACILITIES pursuant to the EMWD and DISTRICT
27 approved PHASE 3 RELOCATION, hereinafter called "PHASE
28 3 CONTRACT ADMINISTRATION", and up to another

1 additional ten percent (10%) of the PHASE 3 ORIGINAL BID
2 to offset EMWD'S actual construction cost associated with
3 construction contract change orders related to actual conflict
4 with PHASE 3, hereinafter called "PHASE 3 CHANGE
5 ORDERS", provided PHASE 3 ORIGINAL BID does not
6 unreasonably exceed the Engineer's estimated amounts as
7 shown in Exhibit C as determined by DISTRICT. However,
8 such determination by DISTRICT shall not be unreasonably
9 withheld or delayed. Together, PHASE 3 ORIGINAL BID and
10 PHASE 3 CONTRACT ADMINISTRATION are hereinafter
11 called "INITIAL PHASE 3 CONSTRUCTION
12 CONTRIBUTION". INITIAL PHASE 3 CONSTRUCTION
13 CONTRIBUTION and PHASE 3 CHANGE ORDERS are
14 hereinafter together called "PHASE 3 CONSTRUCTION
15 CONTRIBUTION".

16 Altogether, PHASE 1 DESIGN CONTRIBUTION, PHASE 1
17 CONSTRUCTION CONTRIBUTION, PHASE 2 DESIGN CONTRIBUTION, PHASE 2
18 CONSTRUCTION CONTRIBUTION, PHASE 3 DESIGN CONTRIBUTION and PHASE 3
19 CONSTRUCTION CONTRIBUTION are hereinafter called "TOTAL CONTRIBUTION".
20 DISTRICT'S TOTAL CONTRIBUTION shall not exceed a total sum of three million eight
21 hundred fifty-seven thousand dollars (\$3,857,000) without written amendment to this
22 Agreement. However, notwithstanding anything contained in this Agreement to the contrary;
23 DISTRICT, subject to its review and approval, which such approval shall not be unreasonably
24 withheld or delayed, hereby acknowledges and agrees to pay EMWD for all actual and
25 verifiable costs incurred by EMWD in designing, administering and constructing the PHASE 1
26 RELOCATION, PHASE 2 RELOCATION OR PHASE 3 RELOCATION contemplated herein;
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I. DISTRICT and EMWD acknowledge it is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date; and

J. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and EMWD with respect to funding, design and construction of the relocation of all interfering and affected portions of EMWD FACILITIES.

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

SECTION I

EMWD shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as a Responsible Agency and take all necessary and appropriate action to comply with CEQA.

2. Research and identify all affected portions of EMWD FACILITIES that are in conflict with the proposed STORM DRAIN SYSTEM.

3. Upon execution of this Agreement, invoice DISTRICT (Attn: Chief of Design and Construction Division) for fifty percent (50%) of (i) PHASE 1 DESIGN CONTRIBUTION, (ii) PHASE 2 DESIGN CONTRIBUTION and (iii) PHASE 3 DESIGN CONTRIBUTION.

4. Prepare, or cause to be prepared, PHASE 1 RELOCATION, PHASE 2 RELOCATION and PHASE 3 RELOCATION, in accordance with applicable DISTRICT and EMWD standards, and submit to DISTRICT for review and approval prior to advertising for bids to construct the relocation of all interfering and affected portions of EMWD FACILITIES.

5. Keep an accurate accounting of all design costs associated with the preparation of PHASE 1 RELOCATION, PHASE 2 RELOCATION and PHASE 3 RELOCATION and include this accounting when invoicing DISTRICT for final payment of PHASE 1 DESIGN CONTRIBUTION, PHASE 2 DESIGN CONTRIBUTION and PHASE 3 DESIGN CONTRIBUTION as set forth in Sections I.6, I.7 and I.8, respectively.

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2 6. Invoice DISTRICT (Attn: Chief of Design and Construction Division) for
3 remainder fifty percent (50%) payment of PHASE 1 DESIGN CONTRIBUTION within thirty
4 (30) days after mylar plans for PHASE 1 RELOCATION are signed by EMWD.

5 7. Invoice DISTRICT (Attn: Chief of Design and Construction Division) for
6 remainder fifty percent (50%) payment of PHASE 2 DESIGN CONTRIBUTION within thirty
7 (30) days after mylar plans for PHASE 2 RELOCATION are signed by EMWD.

8 8. Invoice DISTRICT (Attn: Chief of Design and Construction Division) for
9 remainder fifty percent (50%) payment of PHASE 3 DESIGN CONTRIBUTION within thirty
10 (30) days after mylar plans for PHASE 3 RELOCATION are signed by EMWD.

11 9. Pursuant to an EMWD administered construction contract, construct, or
12 cause to be constructed, the relocation of all interfering and affected portions of EMWD
13 FACILITIES in accordance with DISTRICT and EMWD approved PHASE 1 RELOCATION,
14 PHASE 2 RELOCATION and PHASE 3 RELOCATION.

15 10. Complete construction of (i) PHASE 1 RELOCATION by July 31, 2015,
16 (ii) PHASE 2 RELOCATION by October 30, 2015 and (iii) PHASE 3 RELOCATION by
17 January 29, 2016.

18 11. Provide DISTRICT (Attn: Chief of Design and Construction Division) with
19 written notice that EMWD has awarded a construction contract for PHASE 1 RELOCATION.
20 The written notice to DISTRICT shall include the Contractor's actual bid amounts for PHASE 1
21 RELOCATION, setting forth herein the PHASE 1 ORIGINAL BID amount.

22 12. Invoice DISTRICT (Attn: Chief of Design and Construction Division) for
23 INITIAL PHASE 1 CONSTRUCTION CONTRIBUTION at the time of providing written
24 notice to DISTRICT of the award of a construction contract for PHASE 1 RELOCATION, as
25 set forth in Section I.11.

26 13. Provide DISTRICT (Attn: Chief of Design and Construction Division) with
27 written notice that EMWD has awarded a construction contract for PHASE 2 RELOCATION.
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1 The written notice to DISTRICT shall include the Contractor's actual bid amount for PHASE 2
2 RELOCATION, setting forth herein the PHASE 2 ORIGINAL BID amount.

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4 14. Invoice DISTRICT (Attn: Chief of Design and Construction Division) for
5 INITIAL PHASE 2 CONSTRUCTION CONTRIBUTION at the time of providing written
6 notice to DISTRICT of the award of a construction contract for PHASE 2 RELOCATION, as
7 set forth in Section I.13.

8 15. Provide DISTRICT (Attn: Chief of Design and Construction Division) with
9 written notice that EMWD has awarded a construction contract for PHASE 3 RELOCATION.
10 The written notice to DISTRICT shall include the Contractor's actual bid amount for PHASE 3
11 RELOCATION, setting forth herein the PHASE 3 ORIGINAL BID amount.

12 16. Invoice DISTRICT (Attn: Chief of Design and Construction Division) for
13 INITIAL PHASE 3 CONSTRUCTION CONTRIBUTION at the time of providing written
14 notice to DISTRICT of the award of a construction contract for PHASE 3 RELOCATION, as
15 set forth in Section I.15.

16 17. Keep an accurate accounting of all PHASE 1 RELOCATION, PHASE 2
17 RELOCATION and PHASE 3 RELOCATION construction and associated construction
18 contract administration costs and include this final accounting when invoicing DISTRICT for
19 the remainder payment of PHASE 1 CONSTRUCTION CONTRIBUTION, PHASE 2
20 CONSTRUCTION CONTRIBUTION and PHASE 3 CONSTRUCTION CONTRIBUTION.
21 The final accounting of construction and construction contract administration costs shall include
22 a detailed breakdown of all costs, including but not limited to, payment vouchers, change orders
23 and other such construction contract documents as may be necessary to establish the actual costs
24 of construction and construction contract administration for the DISTRICT and EMWD
25 approved PHASE 1 RELOCATION, PHASE 2 RELOCATION and PHASE 3 RELOCATION.

26 18. Require its construction contractor(s) for PHASE 1 RELOCATION,
27 PHASE 2 RELOCATION and PHASE 3 RELOCATION to include DISTRICT and County of
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1 Riverside as additional insured under the liability insurance coverage for PHASE 1
2 RELOCATION, PHASE 2 RELOCATION and PHASE 3 RELOCATION, respectively.

3 19. Upon completion of PHASE 1 RELOCATION construction, provide
4 DISTRICT with a copy of EMWD'S recorded Notice of Acceptance.

5 20. If EMWD'S actual construction and associated construction contract
6 administration costs for PHASE 1 RELOCATION, as established in Section I.17, is greater than
7 the INITIAL PHASE 1 CONSTRUCTION CONTRIBUTION, then invoice DISTRICT (Attn:
8 Chief of Design and Construction Division) for the difference between the DISTRICT'S
9 INITIAL PHASE 1 CONSTRUCTION CONTRIBUTION and PHASE 1 CONSTRUCTION
10 CONTRIBUTION at the time of providing a Notice of Acceptance, as set forth in Section I.19.

11 21. Upon completion of PHASE 2 RELOCATION construction, provide
12 DISTRICT with a copy of EMWD'S recorded Notice of Acceptance.

13 22. If EMWD'S actual construction and associated construction contract
14 administration costs for PHASE 2 RELOCATION, as established in Section I.17, is greater than
15 the INITIAL PHASE 2 CONSTRUCTION CONTRIBUTION, then invoice DISTRICT (Attn:
16 Chief of Design and Construction Division) for the difference between the DISTRICT'S
17 INITIAL PHASE 2 CONSTRUCTION CONTRIBUTION and PHASE 2 CONSTRUCTION
18 CONTRIBUTION at the time of providing a Notice of Acceptance, as set forth in Section I.21.

19 23. Upon completion of PHASE 3 RELOCATION construction, provide
20 DISTRICT with a copy of EMWD'S recorded Notice of Acceptance.

21 24. If EMWD'S actual construction and associated construction contract
22 administration costs for PHASE 3 RELOCATION, as established in Section I.17, is greater than
23 the INITIAL PHASE 3 CONSTRUCTION CONTRIBUTION, then invoice DISTRICT (Attn:
24 Chief of Design and Construction Division) for the difference between the DISTRICT'S
25 INITIAL PHASE 3 CONSTRUCTION CONTRIBUTION and PHASE 3 CONSTRUCTION
26 CONTRIBUTION at the time of providing a Notice of Acceptance, as set forth in Section I.23.

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2 25. Refund to DISTRICT, at the time of providing a Notice of Acceptance, as
3 set forth in Section I.23, any unexpended portions of DISTRICT'S INITIAL PHASE 1
4 CONSTRUCTION CONTRIBUTION, INITIAL PHASE 2 CONSTRUCTION
5 CONTRIBUTION and INITIAL PHASE 3 CONSTRUCTION CONTRIBUTION.

6 26. Ensure that all work performed pursuant to this Agreement by EMWD, its
7 agents or contractors is done in accordance with all applicable laws and regulations, including
8 but not limited to, all applicable provisions of the Labor Code, Business and Professions Code
9 and Water Code. EMWD shall be solely responsible for all costs associated with compliance
10 with applicable laws and regulations.

11 SECTION II

12 DISTRICT shall:

13 1. Pursuant to CEQA, act as the Lead Agency and assume responsibility for
14 the preparation, circulation and adoption of all necessary and appropriate CEQA documents
15 pertaining to the construction, operation and maintenance of PROJECT.

16 2. Pay EMWD within thirty (30) days after receipt of EMWD'S appropriate
17 invoice for fifty percent (50%) of (i) PHASE 1 DESIGN CONTRIBUTION, (ii) PHASE 2
18 DESIGN CONTRIBUTION and (iii) PHASE 3 DESIGN CONTRIBUTION, as set forth in
19 Section I.3.

20 3. Review and approve, as appropriate, PHASE 1 RELOCATION, PHASE 2
21 RELOCATION and PHASE 3 RELOCATION prior to EMWD'S advertising of PHASE 1
22 RELOCATION, PHASE 2 RELOCATION and PHASE 3 RELOCATION, respectively, for
23 construction bids.

24 4. Pay EMWD within thirty (30) days after receipt of EMWD'S appropriate
25 invoice for remainder fifty percent (50%) of PHASE 1 DESIGN CONTRIBUTION, as set forth
26 in Section I.6., provided, however, that the total amount of DISTRICT'S PHASE 1 DESIGN
27 CONTRIBUTION shall not unreasonably exceed, as determined by DISTRICT, the Engineer's
28 estimated amount as shown in Exhibit C.

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2 5. Pay EMWD within thirty (30) days after receipt of EMWD'S appropriate
3 invoice for remainder fifty percent (50%) of PHASE 2 DESIGN CONTRIBUTION, as set forth
4 in Section I.7, provided, however, that the total amount of DISTRICT'S PHASE 2 DESIGN
5 CONTRIBUTION shall not unreasonably exceed, as determined by DISTRICT, the Engineer's
6 estimated amount as shown in Exhibit C.

7 6. Pay EMWD within thirty (30) days after receipt of EMWD'S appropriate
8 invoice for remainder fifty percent (50%) of PHASE 3 DESIGN CONTRIBUTION, as set forth
9 in Section I.8, provided, however, that the total amount of DISTRICT'S PHASE 3 DESIGN
10 CONTRIBUTION shall not unreasonably exceed, as determined by DISTRICT, the Engineer's
11 estimated amount as shown in Exhibit C.

12 7. Pay EMWD for INITIAL PHASE 1 CONSTRUCTION CONTRIBUTION
13 within thirty (30) days after receipt of EMWD'S appropriate invoice, as set forth in Section I.12,
14 provided, however, that INITIAL PHASE 1 CONSTRUCTION CONTRIBUTION shall not
15 unreasonably exceed, as determined by DISTRICT, the Engineer's estimated amount as shown
16 in Exhibit C.

17 8. Pay EMWD within thirty (30) days after receipt of EMWD'S appropriate
18 invoice for the remainder payment of PHASE 1 CONSTRUCTION CONTRIBUTION, as set
19 forth in Section I.20, provided, however, that PHASE 1 CONSTRUCTION CONTRIBUTION
20 shall not unreasonably exceed, as determined by DISTRICT, the Engineer's estimated amount
21 as shown in Exhibit C.

22 9. Pay EMWD for INITIAL PHASE 2 CONSTRUCTION CONTRIBUTION
23 within thirty (30) days after receipt of EMWD'S appropriate invoice, as set forth in Section I.14,
24 provided, however, that INITIAL PHASE 2 CONSTRUCTION CONTRIBUTION shall not
25 unreasonably exceed, as determined by DISTRICT, the Engineer's estimated amount as shown
26 in Exhibit C.

27 10. Pay EMWD within thirty (30) days after receipt of EMWD'S appropriate
28 invoice for the remainder payment of PHASE 2 CONSTRUCTION CONTRIBUTION, as set

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forth in Section I.22, provided, however, that PHASE 2 CONSTRUCTION CONTRIBUTION shall not unreasonably exceed, as determined by DISTRICT, the Engineer's estimated amount as shown in Exhibit C.

11. Pay EMWD for INITIAL PHASE 3 CONSTRUCTION CONTRIBUTION within thirty (30) days after receipt of EMWD'S appropriate invoice, as set forth in Section I.16, provided, however, that INITIAL PHASE 3 CONSTRUCTION CONTRIBUTION shall not unreasonably exceed, as determined by DISTRICT, the Engineer's estimated amount as shown in Exhibit C.

12. Pay EMWD within thirty (30) days after receipt of EMWD'S appropriate invoice for the remainder payment of PHASE 3 CONSTRUCTION CONTRIBUTION, as set forth in Section I.24, provided, however, that PHASE 3 CONSTRUCTION CONTRIBUTION shall not unreasonably exceed, as determined by DISTRICT, the Engineer's estimated amount as shown in Exhibit C.

13. Notwithstanding anything contained in this Agreement to the contrary; DISTRICT, subject to its review and approval, which such approval shall not be unreasonably withheld or delayed, hereby acknowledges and agrees to pay EMWD for all actual and verifiable costs incurred by EMWD in designing, administering and constructing the PHASE 1 RELOCATION, PHASE 2 RELOCATION OR PHASE 3 RELOCATION contemplated herein.

SECTION III

It is further mutually agreed:

1. EMWD FACILITIES shall, at all times, remain sole ownership and exclusive responsibility of EMWD. Nothing herein shall be construed as creating any obligation or responsibility on the part of DISTRICT to operate, maintain or warranty the relocated EMWD FACILITIES.

2. DISTRICT'S TOTAL CONTRIBUTION shall not exceed a total sum of three million eight hundred fifty-seven thousand dollars (\$3,857,000) without written amendment to this Agreement and shall be used by EMWD solely for the purpose of designing

1 and constructing PHASE 1 RELOCATION, PHASE 2 RELOCATION and PHASE 3
2 RELOCATION, as set forth herein. Furthermore, DISTRICT shall not be responsible for any
3 betterment not related to the actual conflict with DISTRICT'S STORM DRAIN SYSTEM.

4 3. EMWD shall complete construction of (i) PHASE 1 RELOCATION by
5 July 31, 2015, (ii) PHASE 2 RELOCATION by October 30, 2015 and (iii) PHASE 3
6 RELOCATION by January 29, 2016.

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

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

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6. In the event that any dispute between the Parties arises under this Agreement, the Parties shall first attempt to resolve such dispute at the management level. If the dispute is not resolved at this level within a mutually acceptable period of time (not to exceed 60 calendar days from the date written notice of such dispute is delivered by either Party), the Parties shall attempt to resolve the dispute at the senior management level. If this process and the involvement of senior management do not result in resolution of the dispute within 60 calendar days from the date of referral to upper management, then the dispute shall be referred to and finally resolved through arbitration or legal proceedings. The use of the foregoing procedure is a condition precedent to the commencement of any legal proceedings hereunder. Neither the pendency of a dispute nor its consideration by arbitration shall excuse EMWD from full and timely performance of PHASE 1 RELOCATION, PHASE 2 RELOCATION and PHASE 3 RELOCATION, as set forth in this Agreement.

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

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

9. 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: Engineering Services Section

EASTERN MUNICIPAL WATER
DISTRICT
2270 Trumble Road
Perris, CA 92570
Attn: General Manager

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

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

7 12. The parties hereto shall not assign this Agreement without the written
8 consent of the other parties.

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

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

19 15. Any waiver by DISTRICT or EMWD, or any breach by any other party of
20 any provision of this Agreement shall not be construed to be a waiver of any subsequent or other
21 breach of the same or any other provision hereof. Failure on the part of DISTRICT or EMWD to
22 require from any other party exact, full and complete compliance with any of the provisions of
23 this Agreement shall not be construed as in any manner changing the terms hereof, or estopping
24 DISTRICT or EMWD from enforcing this Agreement.

25 16. This Agreement is intended by the parties hereto as a final expression of
26 their understanding with respect to the subject matter hereof and as a complete and exclusive
27 statement of the terms and conditions thereof and supersedes any and all prior and
28 contemporaneous agreements and understandings, oral and written, in connection therewith.

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This Agreement may be changed or modified only upon the written consent of the parties hereto.

17. This Agreement may be executed and delivered in any number of counterparts or copies, hereinafter called "COUNTERPART", by the parties hereto. When each party has signed and delivered at least one COUNTERPART to the other parties hereto, each COUNTERPART shall be deemed an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the parties hereto.


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

2
3 (to be filled in by Clerk of the Board)

4
5 RECOMMENDED FOR APPROVAL:

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

6
7 By 
8 WARREN D. WILLIAMS
9 General Manager-Chief Engineer

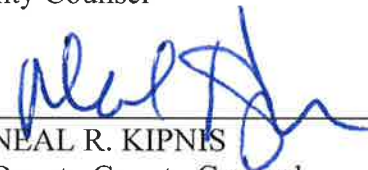
By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

10 APPROVED AS TO FORM:

ATTEST:

11 GREGORY P. PRIAMOS
12 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

13
14 By 
15 NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy


(SEAL)

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25 Cooperative Funding Agreement w/ EMWD
26 Romoland MDP Line A, Stages 3, 4, 5 and 6; Romoland MDP Lines A-2 and A-3;
27 Homeland MDP Line 1, Briggs Road and Juniper Flats Road Basins
28 Project Nos. 4-0-00310; 4-0-00312; 4-0-00345
03/23/15
AMR:bad:bjp

EASTERN MUNICIPAL WATER DISTRICT

By 
PAUL D. JONES II
General Manager

ATTEST:

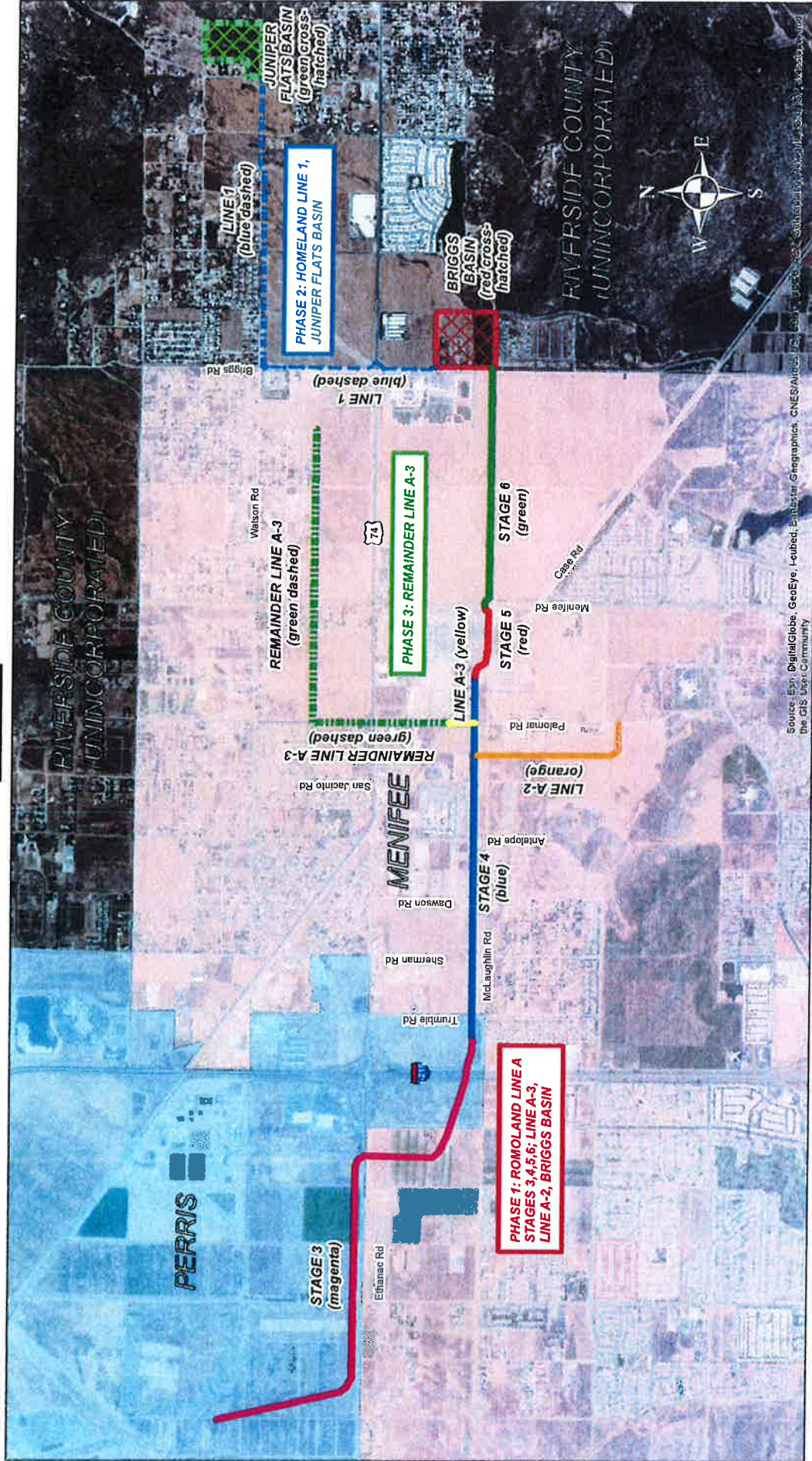
By 
SHEILA ZELAYA
Board Secretary

(SEAL)

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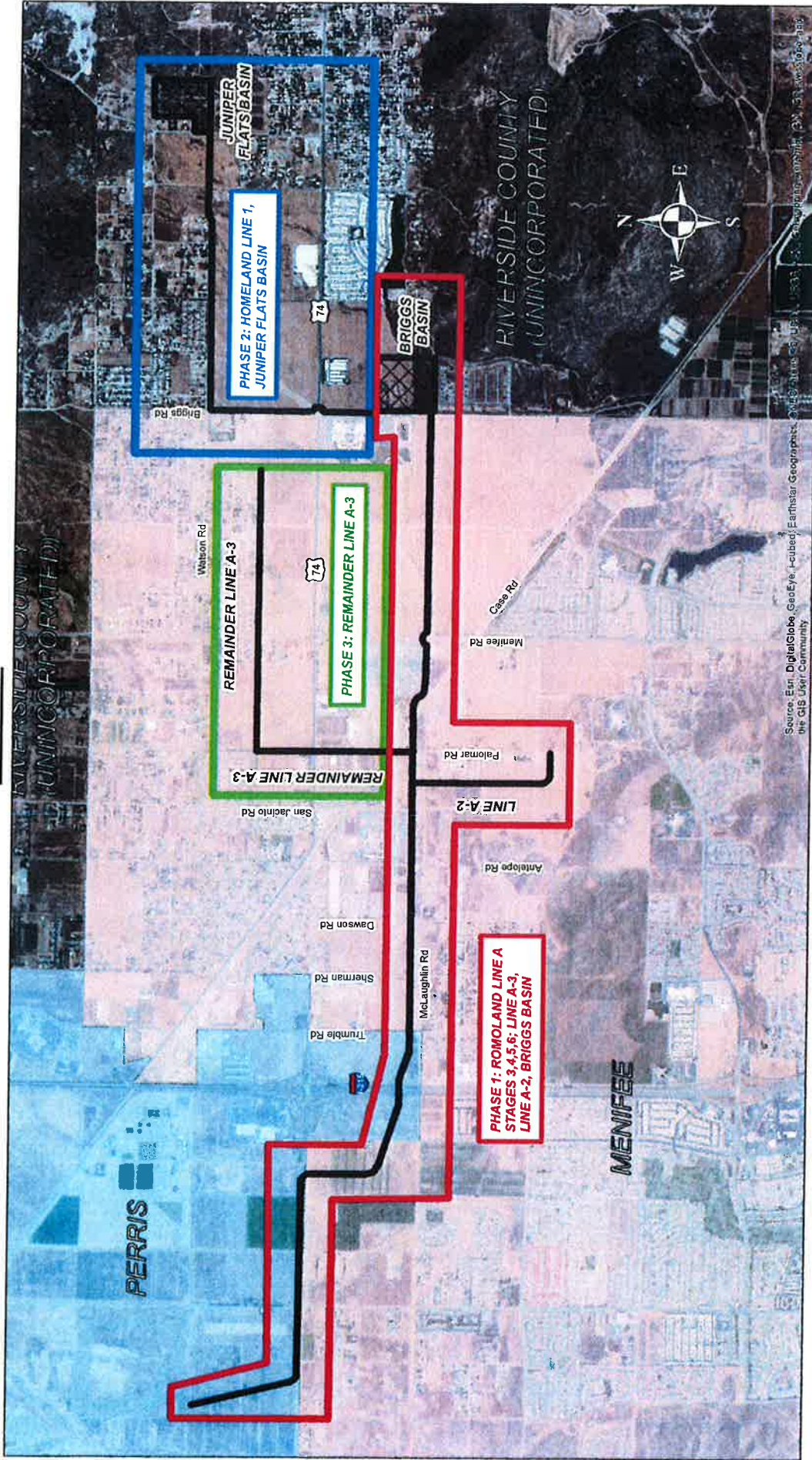
Cooperative Funding Agreement w/ EMWD
Romoland MDP Line A, Stages 3, 4, 5 and 6; Romoland MDP Lines A-2 and A-3;
Homeland MDP Line 1, Briggs Road and Juniper Flats Road Basins
Project Nos. 4-0-00310; 4-0-00312; 4-0-00345
03/23/15
AMR:bad:bjp

Exhibit A



COOPERATIVE FUNDING AGREEMENT
 Romoland MDP Line A Stages 3, 4, 5 and 6;
 Romoland MDP Lines A-2, A-3 and Remainder Line A-3;
 Homeland MDP Line 1, Briggs Road and Juniper Flats Road Basins
 Project Nos. 4-0-00310; 4-0-00312; 4-0-00345
 1 of 1

Exhibit B



COOPERATIVE FUNDING AGREEMENT

Romoland MDP Line A Stages 3,4,5 and 6;

Romoland MDP Lines A-2, A-3 and Remainder Line A-3;

Homeland MDP Line 1, Briggs Road and Juniper Flats Road Basins

Project Nos. 4-0-00310;4-0-00312;4-0-00345

Exhibit C

Engineer's cost estimates for the relocation of conflicting EMWD facilities

Engineer's cost estimates			
<u>DESIGN</u>			
Description	Phase 1	Phase 2	Phase 3
Engineering design cost associated with the preparation of construction plans and specifications for the relocation of conflicting EMWD facilities	\$101,550	\$53,650	\$58,235
Design contract administration cost	\$20,310	\$10,730	\$11,647
DESIGN CONTRIBUTION (rounded up to nearest thousand)	\$122,000	\$65,000	\$70,000
<u>CONSTRUCTION</u>			
Description	Phase 1	Phase 2	Phase 3
Construction contract bid (aka ORIGINAL BID)	\$1,953,525	\$36,750	\$735,000
Construction contract administration cost (aka CONTRACT ADMINISTRATION)	\$429,775	\$8,085	\$161,700
INITIAL CONSTRUCTION CONTRIBUTION (rounded up to the nearest thousand)	\$2,384,000	\$45,000	\$897,000
Construction contract change orders (aka CHANGE ORDERS)	\$195,353	\$3,675	\$73,500
CONSTRUCTION CONTRIBUTION (rounded up to nearest thousand)	\$2,580,000	\$49,000	\$971,000

TOTAL DESIGN + CONSTRUCTION NOT TO EXCEED: \$3,857,000

Cooperative Funding Agreement w/EMWD for
Romoland MDP Line A, Stages 3, 4, 5, and 6
Romoland MDP Line A-2, Stage 1
Romoland MDP Line A-3, Stage 1
Romoland MDP Remainder Line A-3
Homeland MDP Line 1, Stage 1
Homeland MDP Briggs and Juniper Flats Roads Basins
Project Nos. 4-0-00310; 4-0-00312; 4-0-00345