

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

805 B



SUBMITTAL DATE:
May 15, 2012

FROM: General Manager-Chief Engineer
SUBJECT: Temescal Groundwater Basin Exploratory Program
Funding Agreement
District 2/District 2

RECOMMENDED MOTION:

1. Approve the Funding Agreement between the District and the City of Corona; 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 of Corona (City) for the construction of exploratory boreholes and monitoring wells within the City. Upon completion of construction, the City will accept sole responsibility for the ownership, operation and maintenance of the facilities. The City will provide information gathered from the facilities to the District on an annual basis.

Continued on Page 2

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	N/A	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$385,000	For Fiscal Year:	11-12, 12-13

SOURCE OF FUNDS: 25120 947420 536200 – Contributions to Non-County Agency Zone 2	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Michael R. Shetter

County Executive Office Signature

Dep't Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 15, 2012
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.:

District: 2nd/2nd

Agenda Number:

11.2

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 IVAN M. CHAND, FINANCE DIRECTOR
 BY:
 JEANINE REY

FORM APPROVED COUNTY COUNSEL
 BY:
 NEAL R. KIPNIS
 DATE: 5/15/12
 Departmental Concurrence

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

SUBJECT: Temescal Groundwater Basin Exploratory Program
Funding Agreement
District 2/District 2

SUBMITTAL DATE: May 15,, 2012
Page 2

BACKGROUND:

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

FINANCIAL:

Sufficient funds are available in the District's Zone 2 budget for FY 2011-2012 and will be included in the District's proposed budget for FY 2012-13.

CLC:blj
P8/145236

FUNDING AGREEMENT

TEMESCAL GROUNDWATER BASIN EXPLORATORY PROGRAM

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT", and the CITY OF CORONA, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. The CITY desires to conduct the Temescal Groundwater Basin Exploratory Program which includes the drilling of six (6) exploratory boreholes and the installation of up to six (6) monitoring wells, hereinafter referred to as "PROJECT". PROJECT is located in the northwest section of the City of Corona generally in the area bordered by the 91 Freeway to the south and Temescal Creek to the north, as shown on Exhibit "A" attached hereto and made a part hereof; and

B. PROJECT will help CITY to identify potential groundwater recharge basin locations and anticipated percolation rates. CITY intends to share the information gathered from PROJECT with DISTRICT in report form on an annual basis, hereinafter referred to as "ANNUAL REPORT"; and

C. DISTRICT wishes to further its water conservation efforts by partnering on this PROJECT. Future groundwater recharge basin sites have the potential to also serve as water quality basin sites that will benefit DISTRICT'S Watershed Protection and Stormwater Quality Program; and

D. DISTRICT wishes to provide a financial contribution as set forth herein in support of CITY'S efforts toward PROJECT in exchange for ANNUAL REPORT; and

E. DISTRICT has included the sum of three hundred eighty-five thousand dollars (\$385,000) in its Fiscal Year 2011-2012 budget, hereinafter called "DISTRICT

11.2 MAY 15 2012

1 CONTRIBUTION" for the purpose of contributing funds toward the CITY'S construction of
2 PROJECT; and

3 F. DISTRICT'S financial contribution toward CITY'S actual construction cost
4 for PROJECT is based on a 50-50 cost-share formula provided DISTRICT CONTRIBUTION
5 does not exceed three hundred eighty-five thousand dollars (\$385,000); and

6 G. CITY will prepare, or cause to be prepared, the necessary plans and
7 specifications to advertise, award, and administer a public works construction contract for
8 PROJECT. Upon completion of PROJECT construction, CITY will accept ownership and sole
9 responsibility for the operation and maintenance of PROJECT; and
10

11 H. The purpose of this Agreement is to memorialize the mutual understandings
12 by and between CITY and DISTRICT with respect to the construction, ownership, operation
13 and maintenance of PROJECT, submittal of ANNUAL REPORT, and the payment of
14 DISTRICT CONTRIBUTION; and

15 I. It is in the best interest of the public to proceed with construction of
16 PROJECT at the earliest possible date.

17
18 NOW, THEREFORE, in consideration of the preceding recitals and the mutual
19 covenants hereinafter contained, the parties hereto mutually agree as follows:

20 SECTION I

21 CITY shall:

22 1. Prepare, or cause to be prepared, all necessary plans and specifications for
23 PROJECT.

24 2. Pursuant to the California Environmental Quality Act (CEQA), act as Lead
25 Agency and assume responsibility for preparation, circulation and adoption of all necessary and
26

1 appropriate CEQA documents pertaining to the construction, operation and maintenance of
2 PROJECT.

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

6 4. Advertise, award and administer a public works PROJECT construction
7 contract.

8 5. Provide DISTRICT with written notice that CITY has awarded a
9 construction contract for PROJECT.

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

12 7. Inspect PROJECT construction or cause PROJECT'S construction to be
13 inspected by its construction manager.

14 8. Endeavor to complete construction of PROJECT within twelve (12) months
15 of execution of this Agreement.

16 9. Accept ownership and sole responsibility for the operation and maintenance
17 of PROJECT upon completion of PROJECT construction.

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

20 11. Submit an invoice and a final accounting of construction costs to
21 DISTRICT (Attention: Assistant Chief Engineer) for DISTRICT'S fifty percent (50%) cost-
22 share of actual construction costs for PROJECT. The final accounting of construction costs
23 shall include a detailed breakdown of all costs, including but not limited to payment vouchers,
24 change orders and other such construction contract documents as may be necessary to establish
25
26
27
28

1 DISTRICT'S fifty percent (50%) share of the actual cost of construction for PROJECT provided
2 DISTRICT CONTRIBUTION does not exceed three hundred eighty-five thousand dollars
3 (\$385,000). DISTRICT'S CONTRIBUTION shall be used by CITY solely for construction of
4 PROJECT.

5 12. Submit ANNUAL REPORT (on or before July 31 of each year) including
6 one hard copy and one electronic copy to DISTRICT (Attn: Watershed Protection Division /
7 NPDES_Training@rcflood.org).

8 SECTION II

9 DISTRICT shall:

10 1. Pay CITY within thirty (30) days after receipt of CITY'S Notice of
11 Completion and an appropriate invoice from CITY as set forth in Sections I.10 and I.11, up to
12 three hundred eighty-five thousand dollars (\$385,000) toward CITY'S actual construction costs
13 of PROJECT.
14

15 SECTION III

16 It is further mutually agreed:

17 1. Under the provisions of this Agreement, DISTRICT shall bear no
18 responsibility whatsoever for the design, construction, ownership, operation or maintenance of
19 PROJECT.
20

21 2. CITY shall indemnify, defend, save and hold harmless DISTRICT and
22 County of Riverside (including their respective officers, districts, special districts and
23 departments, their respective directors, officers, Board of Supervisors, elected and appointed
24 officials, employees, agents, representatives, independent contractors, and subcontractors) from
25 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of
26 or in any way relating to CITY'S (including its officers, employees, agents, representatives,
27
28

1 independent contractors, and subcontractors) actual or alleged acts or omissions related to this
2 Agreement, performance under this Agreement, or failure to comply with the requirements of
3 this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c)
4 payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

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

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

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

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

21 7. Any and all notices sent or required to be sent to the parties of this
22 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:
23
24
25
26
27
28

1 RIVERSIDE COUNTY FLOOD CONTROL
2 AND WATER CONSERVATION DISTRICT
3 1995 Market Street
4 Riverside, CA 92501
5 Attn: Mr. Steve Thomas

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

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

11 9. Any waiver by DISTRICT or CITY of any breach by any other party of any
12 provision of this Agreement shall not be construed to be a waiver of any subsequent or other
13 breach of the same or any other provision hereof. Failure on the part of DISTRICT or CITY to
14 require from any other party exact, full and complete compliance with any of the provisions of
15 this Agreement shall not be construed as in any manner changing the terms hereof, or estopping
16 DISTRICT or CITY from enforcing this Agreement.

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

22 //

23 //

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

1 May 15, 2012
2 (to be filed in by the Clerk of the Board)

3
4 RECOMMENDED FOR APPROVAL

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

5 By Warren D. Williams
6 WARREN D. WILLIAMS
7 General Manager-Chief Engineer

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

8 APPROVED AS TO FORM:

ATTEST:

9 PAMELA J. WALLS
10 County Counsel
11 By Pamela J. Walls
12 NEAL R. KIPNIS
Deputy County Counsel

KECIA HARPER-IHEM
Clerk of the Board
By Kecia Harper-Ihem
Deputy

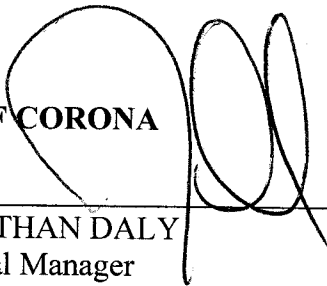
(SEAL)

24 Funding Agreement – Temescal Groundwater Basin Exploratory Program
25 City of Corona
26 3/6/12
27
28

11.2 MAY 15 2012

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CITY OF CORONA

By 

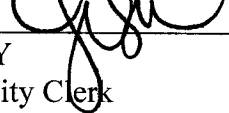
JONATHAN DALY
General Manager
Department of Water and Power

APPROVED AS TO FORM:

By 

DEAN DERLETH
City Attorney

ATTEST:

By 

LISA MOBLEY
Chief Deputy City Clerk

(SEAL)

Funding Agreement – Temescal Groundwater Basin Exploratory Program
City of Corona
3/7/12

EXHIBIT A

