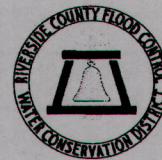


**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



159149

408 B

**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
May 6, 2014

**SUBJECT:** Amended and Restated Funding Agreement for Mockingbird Canyon Reservoir and Dam Mechanical Excavation Project, District 1/District 1; [\$700,000]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Amended and Restated Funding Agreement between the District and the City of Riverside; and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

**BACKGROUND:**

Summary

This Agreement restates the terms and conditions by which the District will contribute funding to the City of Riverside for restoring some storage capacity of the City's existing Mockingbird Canyon Reservoir and Dam with focus on clearing its obstructed outlet works.

Continued on page 2

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	\$ 700,000	\$ 0	\$ 700,000	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 700,000	\$ 0	\$ 700,000	\$ N/A	
<b>SOURCE OF FUNDS:</b> 25110 947400 536200 – Zone 1 Contributions to Non-County Agency				<b>Budget Adjustment:</b> NO <b>For Fiscal Year:</b> N/A	

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

APPROVE

BY:   
Steven C. Horn

County Executive Office Signature

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: May 6, 2014  
xc: Flood

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: 11.3 (1/10/12) | District: 1<sup>st</sup>/1<sup>st</sup> | Agenda Number:

11-3

FISCAL PROCEDURES APPROVED  
JEANINE J. REY, FINANCE DIRECTOR  
  
JEANINE J. REY

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
DATE: 5/13/14  
BY: NEAL R. KIPNIS

A-30  
 4/5 Vote  
 Positions Added  
 Change Order

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

**FORM 11:** Amended and Restated Funding Agreement for Mockingbird Canyon Reservoir and Dam  
Mechanical Excavation Project, District 1/District 1; [\$700,000]

**DATE:** May 6, 2014

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

This Amended and Restated Funding Agreement (Agreement) revises the previous Funding Agreement (approved by the District's Board of Supervisors on January 10, 2012 as Agenda Item No. 11.3 that sets forth the terms and conditions under which District will contribute funding to the City for dredging of accumulated sediment to restore the storage capacity of the Mockingbird Canyon Reservoir and Dam. Subsequent to the execution of the previous Funding Agreement, City now wishes to optimize opportunities for stormwater harvesting, groundwater recharge and water conservation of the Mockingbird Canyon Reservoir and Dam by revising the project.

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

**Impact on Residents and Businesses**

The District's financial contribution toward the City's project is funded by ad-valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to citizens and businesses. Upon construction completion, citizens and businesses will benefit from the project through its enhanced opportunity for groundwater recharge operations both onsite and downstream within the Arlington Mockingbird groundwater basin.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Sufficient funds are included in District's budget for FY 2013-2014 and will be included in the future proposed budgets as necessary and appropriate.

TT:blj

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



159149

408 B

**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
May 6, 2014

**SUBJECT:** Amended and Restated Funding Agreement for Mockingbird Canyon Reservoir and Dam Mechanical Excavation Project, District 1/District 1; [\$700,000]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Amended and Restated Funding Agreement between the District and the City of Riverside; and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

**BACKGROUND:**

Summary

This Agreement restates the terms and conditions by which the District will contribute funding to the City of Riverside for restoring some storage capacity of the City's existing Mockingbird Canyon Reservoir and Dam with focus on clearing its obstructed outlet works.

Continued on page 2

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	\$ 700,000	\$ 0	\$ 700,000	\$ N/A	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET DISTRICT COST	\$ 700,000	\$ 0	\$ 700,000	\$ N/A	
<b>SOURCE OF FUNDS:</b> 25110 947400 536200 – Zone 1 Contributions to Non-County Agency				<b>Budget Adjustment:</b> NO <b>For Fiscal Year:</b> N/A	

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

APPROVE  
BY:   
Steven C. Horn

County Executive Office Signature

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: May 6, 2014  
xc: Flood

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

Prev. Agn. Ref.: 11.3 (1/10/12) | District: 1<sup>st</sup>/1<sup>st</sup> | Agenda Number:

11-3

LOCAL PROCEDURES APPROVED  
 JEANINE J. REY, FINANCE DIRECTOR  
 JEANINE J. REY  
 3/24/14

Departmental Concurrence  
 DATE: 5/13/14

FORM APPROVED COUNTY COUNSEL  
 BY: NEAL R. KIPNIS  
 DATE: 5/13/14

A-30  
 4/5 Vote  
 Positions Added  
 Change Order

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

**FORM 11:** Amended and Restated Funding Agreement for Mockingbird Canyon Reservoir and Dam  
Mechanical Excavation Project, District 1/District 1; [\$700,000]

**DATE:** May 6, 2014

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

This Amended and Restated Funding Agreement (Agreement) revises the previous Funding Agreement (approved by the District's Board of Supervisors on January 10, 2012 as Agenda Item No. 11.3 that sets forth the terms and conditions under which District will contribute funding to the City for dredging of accumulated sediment to restore the storage capacity of the Mockingbird Canyon Reservoir and Dam. Subsequent to the execution of the previous Funding Agreement, City now wishes to optimize opportunities for stormwater harvesting, groundwater recharge and water conservation of the Mockingbird Canyon Reservoir and Dam by revising the project.

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

**Impact on Residents and Businesses**

The District's financial contribution toward the City's project is funded by ad-valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to citizens and businesses. Upon construction completion, citizens and businesses will benefit from the project through its enhanced opportunity for groundwater recharge operations both onsite and downstream within the Arlington Mockingbird groundwater basin.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Sufficient funds are included in District's budget for FY 2013-2014 and will be included in the future proposed budgets as necessary and appropriate.

TT:blj

**AMENDED AND RESTATED FUNDING AGREEMENT**  
**MOCKINGBIRD CANYON RESERVOIR AND DAM**  
**MECHANICAL EXCAVATION PROJECT**  
Project No. 1-00993

1  
2  
3  
4 The Riverside County Flood Control and Water Conservation District, hereinafter  
5 called "DISTRICT", and the City of Riverside, hereinafter called "CITY", hereby agree as  
6 follows:

7 **RECITALS**

8 A. CITY owns the Mockingbird Canyon Reservoir and Dam, hereinafter called  
9 "CITY FACILITY". CITY, through the Gage Canal Company, operates CITY FACILITY for  
10 irrigation and groundwater recharge purposes; and

11  
12 B. Over time, the storage capacity of CITY FACILITY has been reduced  
13 significantly by the accumulation of sediment by the natural wash. Storm flows that would be  
14 captured by a fully operational CITY FACILITY, conserved and utilized for irrigation and  
15 groundwater recharge purposes, must now be discharged and wasted. Moreover sediment  
16 accumulation has further adversely impacted CITY FACILITY by blocking its outlet works;  
17 and

18  
19 C. On January 10, 2012 DISTRICT and CITY entered into a funding agreement  
20 entitled Mockingbird Canyon Reservoir And Dam Dredging For Water Conservation,  
21 hereinafter called "PREVIOUS AGREEMENT", which set forth the terms and conditions under  
22 which DISTRICT will contribute funding in support of CITY'S efforts to restore the storage  
23 capacity of CITY FACILITY; and

24  
25 D. Subsequent to the execution of PREVIOUS AGREEMENT, CITY caused to  
26 be prepared a Preliminary Dredging Design Report to investigate various options for restoring  
27 the capacity of CITY FACILITY; and  
28

1 E. Now, CITY wishes to restore some storage capacity of CITY FACILITY  
2 with focus on clearing its obstructed outlet works, hereinafter called "PROJECT", to optimize  
3 opportunities for stormwater harvesting, groundwater recharge and water conservation; and

4 F. DISTRICT will benefit from PROJECT through its enhanced opportunity for  
5 groundwater recharge operations both onsite and downstream within the Arlington groundwater  
6 basin; and

7 G. CITY and DISTRICT now wish to amend and restate their respective  
8 understandings, roles and responsibilities pertaining to PROJECT as set forth herein.  
9 Furthermore, CITY and DISTRICT mutually agree that the provisions of this Agreement shall  
10 supersede all provisions of PREVIOUS AGREEMENT; and

11 H. DISTRICT wishes to support CITY'S efforts to construct PROJECT by  
12 providing financial contribution as set forth herein:

13 (i) Fifty percent (50%) of the design consulting cost to offset CITY'S costs  
14 associated with the design, surveying, and other typical ancillary costs related  
15 to the preparation of the necessary engineering plans and specifications to  
16 construct PROJECT, hereinafter called "DESIGN CONTRIBUTION";

17 (ii) The lowest responsible bid contract price for PROJECT construction is  
18 hereinafter called "ORIGINAL BID". DISTRICT is willing to contribute  
19 fifty percent (50%) of ORIGINAL BID, hereinafter called "INITIAL  
20 CONSTRUCTION CONTRIBUTION", plus an additional fifteen percent  
21 (15%) of INITIAL CONSTRUCTION CONTRIBUTION to offset CITY'S  
22 administrative cost associated with construction survey, construction  
23 inspection, and construction contract administration related to the completion  
24 of PROJECT construction, hereinafter called "CONTRACT  
25 ADMINISTRATION CONTRIBUTION". In the event that actual  
26  
27  
28

1 construction costs increase above ORIGINAL BID, DISTRICT is also  
2 willing to contribute, based on a 50-50 cost share formula, up to an additional  
3 twenty-five percent (25%) of INITIAL CONSTRUCTION  
4 CONTRIBUTION, hereinafter called "ADDITIONAL CONSTRUCTION  
5 CONTRIBUTION". Together, INITIAL CONSTRUCTION  
6 CONTRIBUTION, CONTRACT ADMINISTRATION CONTRIBUTION,  
7 and ADDITIONAL CONSTRUCTION CONTRIBUTION are hereinafter  
8 called "TOTAL CONSTRUCTION CONTRIBUTION";  
9

10 (iii) Fifty percent (50%) of the environmental consulting cost to offset  
11 CITY'S costs associated with the preparation, implementation and  
12 administration of all necessary environmental studies and documents,  
13 environmental review, environmental regulatory permits and contract  
14 administration for PROJECT construction, hereinafter called  
15 "ENVIRONMENTAL CONTRIBUTION"; and  
16

17 I. Altogether, DESIGN CONTRIBUTION, TOTAL CONSTRUCTION  
18 CONTRIBUTION and ENVIRONMENTAL CONTRIBUTION are hereinafter called  
19 "DISTRICT TOTAL CONTRIBUTION". DISTRICT TOTAL CONTRIBUTION shall not  
20 exceed a total sum of seven hundred thousand dollars (\$700,000); and  
21

22 J. The purpose of this Agreement is to memorialize the mutual understandings  
23 by and between CITY and DISTRICT with respect to the design, construction, ownership,  
24 operation, and maintenance of PROJECT, and the payment of DISTRICT TOTAL  
25 CONTRIBUTION; and

26 K. It is in the best interest of the public to proceed with construction of  
27 PROJECT at the earliest possible date.  
28

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

3 SECTION I

4 CITY shall:

5 1. Prepare, or cause to be prepared, all necessary plans and specifications for  
6 PROJECT, hereinafter called "PLANS".

7  
8 2. Keep an accurate accounting of all design consulting costs associated with  
9 the preparation of PLANS and all environmental costs associated with the construction of  
10 PROJECT. CITY shall include this accounting when invoicing DISTRICT for payments of  
11 DESIGN CONTRIBUTION and ENVIRONMENTAL CONTRIBUTION as set forth herein.  
12 The accounting of design costs shall include a detailed breakdown of all costs, including but are  
13 not limited to payment vouchers, and other such design contract documents as may be  
14 necessary, to establish DISTRICT'S share of DESIGN CONTRIBUTION. The accounting of  
15 environmental costs shall also include a detailed breakdown of all costs, including but are not  
16 limited to payment vouchers, and other such environmental contract documents as may be  
17 necessary, to establish DISTRICT'S share of ENVIRONMENTAL CONTRIBUTION for the  
18 construction of PROJECT.  
19

20 3. Invoice DISTRICT (Attn: Chief of Watershed Protection Division) for  
21 DESIGN CONTRIBUTION upon execution of this Agreement.  
22

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

26 5. Obtain all necessary permits, approvals or agreements as may be required by  
27 any Federal, State or local resource and/or regulatory agency for the construction, operation and  
28 maintenance of PROJECT. Such documents include but are not limited to those issued by the



1 U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California  
2 State Department of Fish and Wildlife, State Water Resources Control Board, and Western  
3 Riverside County Regional Conservation Authority.

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

6           7. Provide DISTRICT with written notice (Attention: Chief of Watershed  
7 Protection Division) that CITY has awarded a construction contract for PROJECT. The written  
8 notice shall include the Contractor's actual bid amounts for PROJECT, setting forth the lowest  
9 responsible bid contract price for PROJECT construction as set forth herein.

10           8. Invoice DISTRICT (Attn: Chief of Watershed Protection Division) for  
11 INITIAL CONSTRUCTION CONTRIBUTION and CONTRACT ADMINISTRATION  
12 CONTRIBUTION at the time of providing written notice to DISTRICT, or shortly thereafter, of  
13 award of construction contract.  
14

15           9. Endeavor to begin construction of PROJECT within twenty-four (24) months  
16 of execution of this Agreement.  
17

18           10. Construct, or cause to be constructed, PROJECT pursuant to a CITY  
19 administered public works contract, and pay all costs associated therewith.

20           11. Keep an accurate accounting of all actual construction costs associated with  
21 PROJECT and provide DISTRICT with a final accounting of construction costs when invoicing  
22 DISTRICT for payment of ADDITIONAL CONSTRUCTION CONTRIBUTION. This final  
23 accounting of construction costs shall include a detailed breakdown of all costs, including but  
24 are not limited to payment vouchers, contract change orders, and other such construction  
25 contract documents as may be necessary, to establish DISTRICT'S share of ADDITIONAL  
26 CONSTRUCTION CONTRIBUTION.  
27  
28

1 12. Inspect PROJECT construction or cause PROJECT'S construction to be  
2 inspected by its construction manager.

3 13. Continue to own, operate and maintain CITY FACILITY upon completion of  
4 PROJECT construction for a period of at least 10 (ten) years.

5 14. Invoice DISTRICT (Attention: Chief of Watershed Protection Division) for  
6 payments of ADDITIONAL CONSTRUCTION CONTRIBUTION and ENVIRONMENTAL  
7 CONTRIBUTION within 60 (sixty) days of completion of PROJECT construction and  
8 settlement of any outstanding claims provided DISTRICT TOTAL CONTRIBUTION will not  
9 exceed seven hundred thousand dollars (\$700,000). CITY shall also provide DISTRICT with a  
10 copy of CITY'S recorded Notice of Completion.  
11

12 SECTION II

13 DISTRICT shall:

14 1. Pay CITY, within thirty (30) days after receipt of CITY'S appropriate  
15 invoice, for DESIGN CONTRIBUTION as set forth in Section I.3.  
16

17 2. Pay CITY within thirty (30) days after receipt of CITY'S appropriate invoice,  
18 for INITIAL CONSTRUCTION CONTRIBUTION and CONTRACT ADMINISTRATION  
19 CONTRIBUTION as set forth in Section I.8.

20 3. Pay CITY, within thirty (30) days after receipt of CITY'S appropriate  
21 invoice, for ADDITIONAL CONSTRUCTION CONTRIBUTION and ENVIRONMENTAL  
22 CONTRIBUTION as set forth in Sections I.2., I.11., and I.14. DISTRICT TOTAL  
23 CONTRIBUTION shall not exceed seven hundred thousand dollars (\$700,000).  
24  
25  
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SECTION III

1  
2 It is further mutually agreed:

3 1. DISTRICT TOTAL CONTRIBUTION shall not exceed seven hundred  
4 thousand dollars (\$700,000) and shall be used by CITY solely for the purpose of designing and  
5 constructing PROJECT as set forth herein.

6 2. CITY FACILITY shall remain solely owned by and the exclusive  
7 responsibility of CITY. Nothing herein shall be construed as creating any obligation or  
8 responsibility on the part of DISTRICT to operate, maintain or warranty CITY FACILITY.

9  
10 Under the provisions of this Agreement, DISTRICT shall also bear no responsibility whatsoever  
11 for the design, construction, environmental compliance, ownership, operation or maintenance of  
12 PROJECT.

13 3. In the event that any claim or legal action is brought against DISTRICT, in  
14 connection with this Agreement and based upon the actual or alleged acts or omissions of CITY,  
15 its officers, employees, consultant, contractors or agents, including but not limited to claims or  
16 legal action related to design, construction or failure of PROJECT, CITY shall defend,  
17 indemnify and hold DISTRICT harmless therefrom without cost to DISTRICT. This shall  
18 include providing DISTRICT with legal representation and pay for related costs for any such  
19 claim or legal action, and payment of any settlement or judgment on behalf of DISTRICT, all at  
20 no cost to DISTRICT. These obligations are contingent upon DISTRICT promptly notifying  
21 CITY in writing of any claims or threatened claims, CITY having sole control over the defense  
22 and all negotiations for settlement of any such claim, and DISTRICT giving all reasonable  
23 assistance to CITY in the defense and settlement of the claim. Upon CITY'S failure to do so,  
24 DISTRICT shall be entitled to recover from CITY all of its costs and expenses, including, but  
25 not limited to, reasonable attorneys' fees.  
26  
27  
28

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

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

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

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

19           8. Any and all notices sent or required to be sent to the parties of this  
20 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

21 RIVERSIDE COUNTY FLOOD CONTROL  
22 AND WATER CONSERVATION DISTRICT  
23 1995 Market Street  
24 Riverside, CA 92501  
Attn: Steve Thomas

RIVERSIDE PUBLIC UTILITIES  
3750 University Ave, 3<sup>rd</sup> Floor  
Riverside, CA 92501  
Attn: Kevin Milligan

25           9. This Agreement is the result of negotiations between the parties hereto, and  
26 the advice and assistance of their respective counsel. The fact that this Agreement was prepared  
27 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty  
28

1 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT  
2 prepared this Agreement in its final form.

3 10. Any waiver by DISTRICT or CITY of any breach by any other party of any  
4 provision of this Agreement shall not be construed to be a waiver of any subsequent or other  
5 breach of the same or any other provision hereof. Failure on the part of DISTRICT or CITY to  
6 require from any other party exact, full and complete compliance with any of the provisions of  
7 this Agreement shall not be construed as in any manner changing the terms hereof, or estopping  
8 DISTRICT or CITY from enforcing this Agreement.  
9

10 11. This Agreement is intended by the parties hereto as a final expression of their  
11 understanding with respect to the subject matter hereof and as a complete and exclusive  
12 statement of the terms and conditions thereof and supersedes any and all prior and  
13 contemporaneous agreements and understandings, oral or written, in connection therewith. This  
14 Agreement may be changed or modified only upon the written consent of the parties hereto.  
15

16 //

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

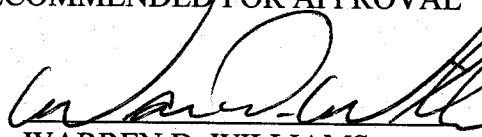
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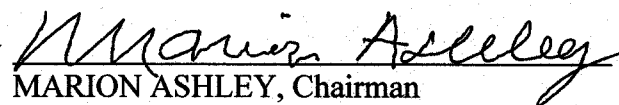
MAY 06 2014

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

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

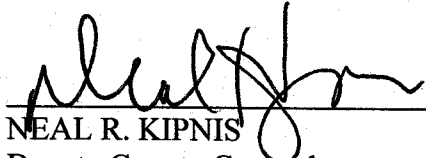
RECOMMENDED FOR APPROVAL

By   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

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

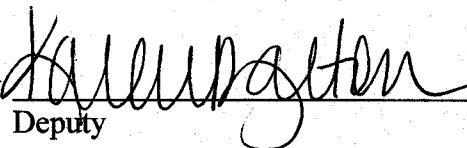
APPROVED AS TO FORM:

PAMELA J. WALLS  
County Counsel

By   
NEAL R. KIPNIS  
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By   
Deputy

(SEAL)

Amended and Restated Funding Agreement – Mockingbird Canyon Reservoir and Dam  
Mechanical Excavation Project  
3/4/14  
TT:AD:blj

1 **CITY OF RIVERSIDE,**  
2 **a California charter City**  
3 **and municipal corporation**

4  
5 By *Scott Barber* Date: April 21, 2014  
6 SCOTT BARBER  
7 City Manager

8 ATTEST:

9 By *Colleen J. Nicol*  
10 COLLEEN J. NICOL  
11 City Clerk

12 (SEAL)

13 APPROVED AS TO FORM:

14  
15 By *Susan Wilson*  
16 SUSAN WILSON  
17 Deputy City Attorney

18  
19  
20  
21  
22  
23  
24  
25  
26 Amended and Restated Funding Agreement – Mockingbird Canyon Reservoir and Dam  
27 Mechanical Excavation Project

28 3/4/14

TT:AD:blj