

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



ITEM
11.3
(ID # 3951)

MEETING DATE:

Tuesday, April 11, 2017

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement for Foothill Parkway Reclaimed Water Pipeline, Lincoln Avenue Reclaimed Water Pipeline, Old Temescal Avenue Reclaimed Water Pipeline, River Road Reclaimed Water Pipeline, WRCRWA - Bluff Street Reclaimed Water Pipeline; Project No. 2-6-00993; 2nd District, [\$4,847,000], District Funds 50%

RECOMMENDED MOTION: That the Board of Supervisors:

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

ACTION: Policy

Handwritten signature of Jason Uhley in blue ink.

Jason Uhley

3/30/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione and Ashley
Nays: None
Absent: Washington
Date: April 11, 2017
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 9,694,000	\$ 9,694,000	\$ 0
NET DISTRICT COST	\$ 0	\$ 4,847,000	\$ 4,847,000	\$ 0
SOURCE OF FUNDS: 536200-25120-947420 (Contribution to Non-County Agency Zone 2 Const/Maint/Misc)			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

These five (5) Funding Agreements (Agreements) set forth the terms and conditions by which the District will contribute funding to the City for the design and construction of water reclamation facilities of as part of a City administered public works construction contract. Said facilities are to be constructed, inspected, operated and maintained by City. District wishes to provide only financial assistance to City and have no other role.

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 to the project 50% of the actual project construction costs for each project (not to exceed the combined total of \$4,847,000 for all five projects) in Fiscal Year 2017-2018, as shown below:

- Foothill Parkway Reclaimed Water Pipeline: \$787,000
- River Road Reclaimed Water Pipeline: \$1,560,000
- Lincoln Avenue Reclaimed Water Pipeline: \$500,000
- Old Temescal Avenue Reclaimed Water Pipeline: \$500,000
- WRCRWA - Bluff Street Reclaimed Water Pipeline: \$1,500,000

Funding of these projects supports water conservation efforts within Zone 2.

County Counsel has approved the Agreement as to legal form, and the City 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 nor bonded indebtedness to residents and businesses.

SUPPLEMENTAL:

Additional Fiscal Information

Sufficient funding is available in the District's Zone 2 budget for FY 2017-2018 and will be included in the proposed budget in future years as appropriate and necessary.

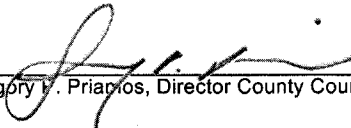
**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

ATTACHMENTS:

1. Vicinity Map
2. Foothill Parkway Reclaimed Water Pipeline Funding Agreement
3. Lincoln Avenue Reclaimed Water Pipeline Funding Agreement
4. Old Temescal Avenue Reclaimed Water Pipeline Funding Agreement
5. River Road Reclaimed Water Pipeline Funding Agreement
6. WRCRWA- Bluff Street Reclaimed Water Pipeline Funding Agreement


Elizabeth Olson

4/3/2017


Gregory V. Priamos, Director County Counsel

3/30/2017

FUNDING AGREEMENT
River Road Reclaimed Water Pipeline
Project No. 2-6-00993

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. CITY has budgeted for and plans to design, construct, operate and maintain certain water reclamation facilities within the city of Corona. These water reclamation facilities will help alleviate reliance on and allow for replenishment of the Temescal Groundwater Basin; and

B. These water reclamation facilities will consist of River Road Reclaimed Water Pipeline ("PROJECT") – approximately 7,800 lineal feet of reclaimed water pipeline system to be constructed within River Road from Croydon Street to Lincoln Avenue, as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

C. CITY desires that DISTRICT, pursuant to California Water Code Appendix 48-1 et seq., contribute funding for the construction of PROJECT which benefits the zone in which the project is located; and

D. DISTRICT wishes to support CITY'S efforts to construct PROJECT by providing financial contributions towards the following:

- (i) Approved cost of construction bid amount for PROJECT by lowest responsible bidder ("BID AMOUNT"); and
- (ii) District-approved change orders ("CHANGE ORDERS") for PROJECT.

Together, BID AMOUNT and CHANGE ORDERS are called ("ACTUAL CONSTRUCTION COSTS"); and

E. DISTRICT wishes to provide only financial assistance to CITY and have no other role; and

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 2 F. DISTRICT wishes to contribute fifty percent (50%) of ACTUAL
 3 CONSTRUCTION COSTS for the construction of PROJECT. DISTRICT will contribute fifty
 4 percent (50%) of the cost of BID AMOUNT ("INITIAL DISTRICT CONTRIBUTION") and
 5 fifty percent (50%) of the cost of CHANGE ORDERS ("FINAL DISTRICT
 6 CONTRIBUTION"). Together, INITIAL DISTRICT CONTRIBUTION and FINAL
 7 DISTRICT CONTRIBUTION are called "TOTAL DISTRICT CONTRIBUTION"; and

8 G. TOTAL DISTRICT CONTRIBUTION shall not exceed one million five hundred
 9 sixty thousand dollars (\$1,560,000).

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

12
 13 SECTION I

14 CITY shall:

- 15 1. Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead
 16 Agency and assume responsibility for preparation, circulation and adoption of all necessary and
 17 appropriate CEQA documents pertaining to the construction, operation and maintenance of
 18 PROJECT.
- 19 2. Obtain, at its sole cost and expense, all necessary permits, approvals or
 20 agreements required by any federal, state and local resource or regulatory agencies pertaining to
 21 PROJECT.
- 22 3. Obtain all necessary rights of way, rights of entry and temporary construction
 23 easements, if any, necessary to construct, operate and maintain PROJECT.
- 24 4. Advertise, award and administer a public works construction contract for
 25 PROJECT at its sole cost and expense.
- 26 5. Provide DISTRICT with written notice (Attention: Water Conservation Planning
 27 Section) that CITY has awarded a construction contract for PROJECT. The written notice shall
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1 include the Contractor's actual bid amount for PROJECT, setting forth the lowest responsible bid
2 contract price for PROJECT construction as set forth herein.
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4 6. Prior to commencing PROJECT construction, furnish DISTRICT with copies of
5 final plans signed by all parties.

6 7. Keep an accurate accounting of ACTUAL CONSTRUCTION COSTS for
7 PROJECT, and include this accounting when invoicing DISTRICT for payment of INITIAL
8 DISTRICT CONTRIBUTION and FINAL DISTRICT CONTRIBUTION.

9 8. Invoice DISTRICT (Attention: Chief of Watershed Protection) for INITIAL
10 DISTRICT CONTRIBUTION for PROJECT at the time of providing written notice of the award
11 of a construction contract for PROJECT as set forth in Section I.5.

12 9. Construct or cause to be constructed PROJECT pursuant to a CITY administered
13 construction contract, and pay all costs associated therewith.

14 10. Inspect PROJECT construction or cause PROJECT'S construction to be inspected
15 by its construction manager(s).

16 11. Furnish or cause its construction manager(s) to furnish all construction survey and
17 materials testing services necessary to construct PROJECT.

18 12. Assume ownership and sole responsibility for the operation and maintenance of
19 PROJECT.

20 13. Upon completion of construction of PROJECT, provide or cause its civil engineer
21 of record or construction civil engineer of record, duly registered in the State of California, to
22 provide DISTRICT with "RECORD DRAWING" plans.

23 14. Upon completion of construction of PROJECT, provide DISTRICT with written
24 justification and accounting for any CHANGE ORDERS, and provide DISTRICT with the
25 opportunity to review and approve said CHANGE ORDERS.

26 15. Upon DISTRICT'S approval or rejection of CHANGE ORDERS, conduct a final
27 accounting of ACTUAL CONSTRUCTION COSTS for PROJECT, invoice DISTRICT
28 (Attention: Chief of Watershed Protection) for FINAL DISTRICT CONTRIBUTION for

1 PROJECT and provide DISTRICT with a copy of the CITY'S recorded Notice of Completion
2 for PROJECT.
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5 SECTION II

6 DISTRICT shall:

- 7 1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate
8 action to comply with CEQA for PROJECT.
- 9 2. Within thirty (30) calendar days following CITY'S providing justification for and
10 accounting of any CHANGE ORDERS, review and approve or reject CHANGE ORDERS.
- 11 3. Pay CITY within forty-five (45) days after receipt of CITY'S appropriate
12 invoice(s) for INITIAL DISTRICT CONTRIBUTION and FINAL DISTRICT
13 CONTRIBUTION as set forth in Sections I.8. and I.15.

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15 SECTION III

16 It is further mutually agreed:

- 17 1. Total DISTRICT CONTRIBUTION shall not exceed one million five hundred
18 sixty thousand dollars (\$1,560,000), and shall be used by CITY solely for the purpose of
19 designing, constructing and inspecting PROJECT as set forth herein.
- 20 2. CITY shall indemnify, defend, save and hold harmless DISTRICT and County of
21 Riverside (including their respective officers, districts, special districts and departments, their
22 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
23 agents, representatives, independent contractors and subcontractors) from any liabilities, claim,
24 damage, proceeding or action, present or future, based upon, arising out of or in any way relating
25 to CITY'S (including its officers, employees, agents, representatives, independent contractors
26 and subcontractors) actual or alleged acts or omissions related to this Agreement, performance
27 under this Agreement or failure to comply with the requirements of this Agreement including,
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1 but not limited to (a) property damage, (b) bodily injury or death, (c) payment of attorney's fees
2 or (d) any other element of any kind or nature whatsoever.

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

13 4. Any waiver by DISTRICT or by CITY of any breach of any one or more of the
14 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach
15 of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require
16 exact, full and complete compliance with any terms of this Agreement shall not be construed as
17 in any manner changing the terms hereof or estopping DISTRICT or CITY from enforcement
18 hereof.

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

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

23 RIVERSIDE COUNTY FLOOD CONTROL
24 AND WATER CONSERVATION DISTRICT
25 1995 Market Street
26 Riverside, CA 92501

CITY OF CORONA
755 Corporation Yard Way
Corona, CA 92880

27 Attn: Watershed Protection Division

28 Attn: Tom Koper (Department of
Water and Power)

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

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

9. 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.

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

11. In the event of any arbitration, action or suit brought by either CITY or DISTRICT 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 and CITY 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 fess. This section shall survive any termination of this Agreement.

12. Time is of the essence in prosecuting the work contemplated under this Agreement. At any time during the term of this Agreement, DISTRICT may terminate this Agreement for cause including, but not limited to, CITY'S failure to prosecute the work in a timely manner, upon providing CITY thirty (30) days written notice stating the extent and effective date of termination.

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13. The obligation(s) of DISTRICT is limited by and contingent upon the availability of DISTRICT funds for DISTRICT'S financial contribution towards the PROJECT as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CITY in writing.

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

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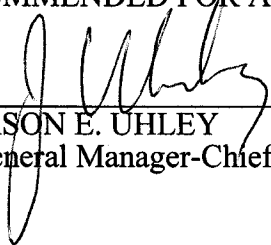
1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

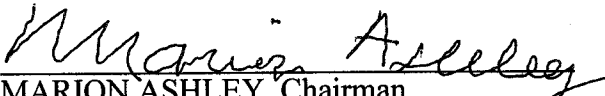
2 APR 11 2017

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

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6 RECOMMENDED FOR APPROVAL:

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

7 By 
8 JASON E. UHLEY
9 General Manager-Chief Engineer

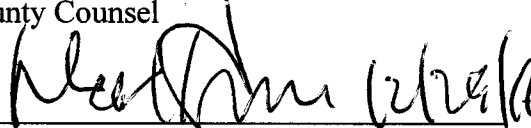
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

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11 APPROVED AS TO FORM:

ATTEST:

12 GREGORY P. PRIAMOS
13 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

14 By 
NEAL R. KIPNIS
15 Deputy County Counsel

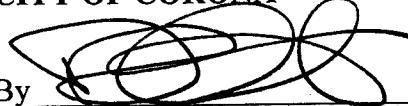
By 
Deputy

16 (SEAL)

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26 Funding Agreement – City of Corona
27 River Road Reclaimed Water Pipeline
28 Project No. 2-6-00993
LMD:bad
11/04/16

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CITY OF CORONA

By 
DARRELL TALBERT
City Manager

APPROVED AS TO FORM:

By 
DEAN DERLETH
City Attorney

ATTEST:

By 
LISA MOBLEY
City Clerk

(SEAL)

Funding Agreement – City of Corona
River Road Reclaimed Water Pipeline
Project No. 2-6-00993
LMD:bad
11/04/16

FUNDING AGREEMENT
Foothill Parkway Reclaimed Water Pipeline
Project No. 2-6-00993

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. CITY has budgeted for and begun design and construction of certain water reclamation facilities within the city of Corona. These water reclamation facilities will help alleviate reliance on and allow for replenishment of the Temescal Groundwater Basin; and

B. These water reclamation facilities will consist of Foothill Parkway Reclaimed Water Pipeline ("PROJECT") – approximately 10,000 lineal feet of reclaimed water pipeline system to be constructed within the proposed alignment of the future Foothill Parkway from Trudy Way to Green River Road, as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

C. CITY desires that DISTRICT, pursuant to California Water Code Appendix 48-1 et seq., contribute funding for the construction of PROJECT which benefits the zone in which the project is located; and

D. DISTRICT wishes to support CITY'S efforts to construct PROJECT by providing financial contributions toward the following:

(i) Approved cost of construction bid amount for PROJECT by lowest responsible bidder ("BID AMOUNT"); and

(ii) District-approved change orders ("CHANGE ORDERS") for PROJECT.

Together, BID AMOUNT and CHANGE ORDERS are called ("ACTUAL CONSTRUCTION COSTS"); and

E. DISTRICT wishes to provide only financial assistance to CITY and have no other role; and

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F. DISTRICT wishes to contribute fifty percent (50%) of ACTUAL CONSTRUCTION COSTS for the construction of PROJECT ("TOTAL DISTRICT CONTRIBUTION"); and

G. TOTAL DISTRICT CONTRIBUTION shall not exceed seven hundred eighty-seven thousand dollars (\$787,000).

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants 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 and/or maintain, 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 PROJECT.

3. Obtain and/or maintain all necessary rights of way, rights of entry and temporary construction easements, if any, necessary to construct, operate and maintain PROJECT.

4. Continue to administer the current public works construction contract for PROJECT at its sole cost and expense.

5. Within ten (10) working days of the execution of this Agreement, provide DISTRICT with written notice (Attention: Water Conservation Planning Section) confirming that CITY has awarded a construction contract for PROJECT. The written notice shall include the Contractor's actual bid amount for PROJECT, setting forth the lowest responsible bid contract price for PROJECT construction as set forth herein.

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2 6. Within ten (10) working days of the execution of this Agreement, provide
3 DISTRICT with copies of final plans signed by all parties.

4 7. Keep an accurate accounting of ACTUAL CONSTRUCTION COSTS for
5 PROJECT, and include this accounting when invoicing DISTRICT for payment of TOTAL
6 DISTRICT CONTRIBUTION.

7 8. Construct or cause to be constructed PROJECT pursuant to a CITY administered
8 construction contract, and pay all costs associated therewith.

9 9. Inspect PROJECT construction or cause PROJECT'S construction to be inspected
10 by its construction manager(s).

11 10. Furnish or cause its construction manager(s) to furnish all construction survey and
12 materials testing services necessary to construct PROJECT.

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

15 12. Upon completion of construction of PROJECT, provide or cause its civil engineer
16 of record or construction civil engineer of record, duly registered in the State of California, to
17 provide DISTRICT with "RECORD DRAWING" plans.

18 13. Upon completion of construction of PROJECT, provide DISTRICT with written
19 justification and accounting for any CHANGE ORDERS, and provide DISTRICT with the
20 opportunity to review and approve said CHANGE ORDERS.

21 14. Upon DISTRICT'S approval or rejection of CHANGE ORDERS, conduct a final
22 accounting of ACTUAL CONSTRUCTION COSTS for PROJECT, invoice DISTRICT
23 (Attention: Chief of Watershed Protection) for TOTAL DISTRICT CONTRIBUTION for
24 PROJECT and provide DISTRICT with a copy of the CITY'S recorded Notice of Completion
25 for PROJECT.
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2 SECTION II

3 DISTRICT shall:

- 4 1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate
5 action to comply with CEQA for PROJECT.
6 2. Within thirty (30) calendar days following CITY'S providing justification for and
7 accounting of any CHANGE ORDERS, review and approve or reject CHANGE ORDERS.
8 3. Pay CITY within forty-five (45) days after receipt of CITY'S appropriate
9 invoice(s) for TOTAL DISTRICT CONTRIBUTION as set forth in Section I.14.
10

11 SECTION III

12 It is further mutually agreed:

- 13 1. TOTAL DISTRICT CONTRIBUTION shall not exceed seven hundred eighty-
14 seven thousand dollars (\$787,000) and shall be used by CITY solely for the purpose of
15 constructing PROJECT as set forth herein.
16 2. CITY shall indemnify, defend, save and hold harmless DISTRICT and County of
17 Riverside (including their respective officers, districts, special districts and departments, their
18 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
19 agents, representatives, independent contractors and subcontractors) from any liabilities, claim,
20 damage, proceeding or action, present or future, based upon, arising out of or in any way relating
21 to CITY'S (including its officers, employees, agents, representatives, independent contractors
22 and subcontractors) actual or alleged acts or omissions related to this Agreement, performance
23 under this Agreement or failure to comply with the requirements of this Agreement including,
24 but not limited to (a) property damage, (b) bodily injury or death, (c) payment of attorney's fees
25 or (d) any other element of any kind or nature whatsoever.
26 3. DISTRICT shall indemnify, defend, save and hold harmless CITY (including its
27 officers, employees, agents, representatives, independent contractors and subcontractors) from
28 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of

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2 or in any way relating to DISTRICT'S (including its officers, Board of Supervisors, elected and
3 appointed officials, employees, agents, representatives, independent contractors and
4 subcontractors) actual or alleged acts or omissions related to this Agreement, performance under
5 this Agreement or failure to comply with the requirements of this Agreement including, but not
6 limited to (a) property damage, (b) bodily injury or death, (c) payment of attorney's fees or (d)
7 any other element of any kind or nature whatsoever.

8 4. Any waiver by DISTRICT or by CITY of any breach of any one or more of the
9 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach
10 of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require
11 exact, full and complete compliance with any terms of this Agreement shall not be construed as
12 in any manner changing the terms hereof or estopping DISTRICT or CITY from enforcement
13 hereof.

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

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

18 RIVERSIDE COUNTY FLOOD CONTROL
19 AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501

CITY OF CORONA
755 Corporation Yard Way
Corona, CA 92880

20 Attn: Watershed Protection Division

Attn: Tom Koper (Department of
Water and Power)

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

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

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

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

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

18 12. Time is of the essence in prosecuting the work contemplated under this
19 Agreement. At any time during the term of this Agreement, DISTRICT may terminate this
20 Agreement for cause including, but not limited to, CITY'S failure to prosecute the work in a
21 timely manner, upon providing CITY thirty (30) days written notice stating the extent and
22 effective date of termination.

23 13. The obligation(s) of DISTRICT is limited by and contingent upon the availability
24 of DISTRICT funds for DISTRICT'S financial contribution towards the PROJECT as set forth
25 herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall
26 immediately notify CITY in writing.

27 14. This Agreement is intended by the parties hereto as a final expression of their
28 understanding with respect to the subject matter hereof and as a complete and exclusive statement

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of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith. This 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

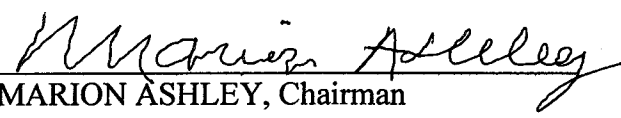
APR 11 2017

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
JASON E. UHLEY
General Manager-Chief Engineer

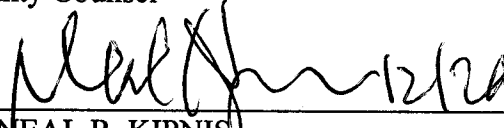
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

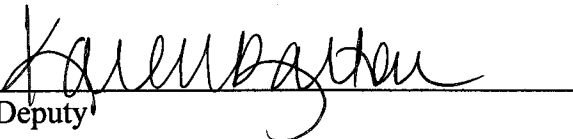
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

By 
Deputy

(SEAL)

Funding Agreement – City of Corona
Foothill Parkway Reclaimed Water Pipeline
Project No. 2-6-00993
LMD:bad
11/04/16

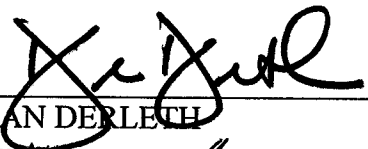
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CITY OF CORONA

By 

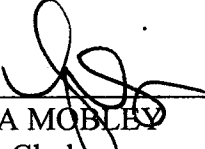
DARRELL TALBERT
City Manager

APPROVED AS TO FORM:

By 

DEAN DERLETH
City Attorney 

ATTEST:

By 

LISA MOBLEY
City Clerk

(SEAL)

Funding Agreement – City of Corona
Foothill Parkway Reclaimed Water Pipeline
Project No. 2-6-00993
LMD:bad
11/04/16



City of Corona

Foothill Pkwy Reclaimed Water Pipeline

- Legend**
- Proposed Reclaimed Water Line
 - ▨ Storm Basin
 - ▨ Park
 - ▨ School

RED

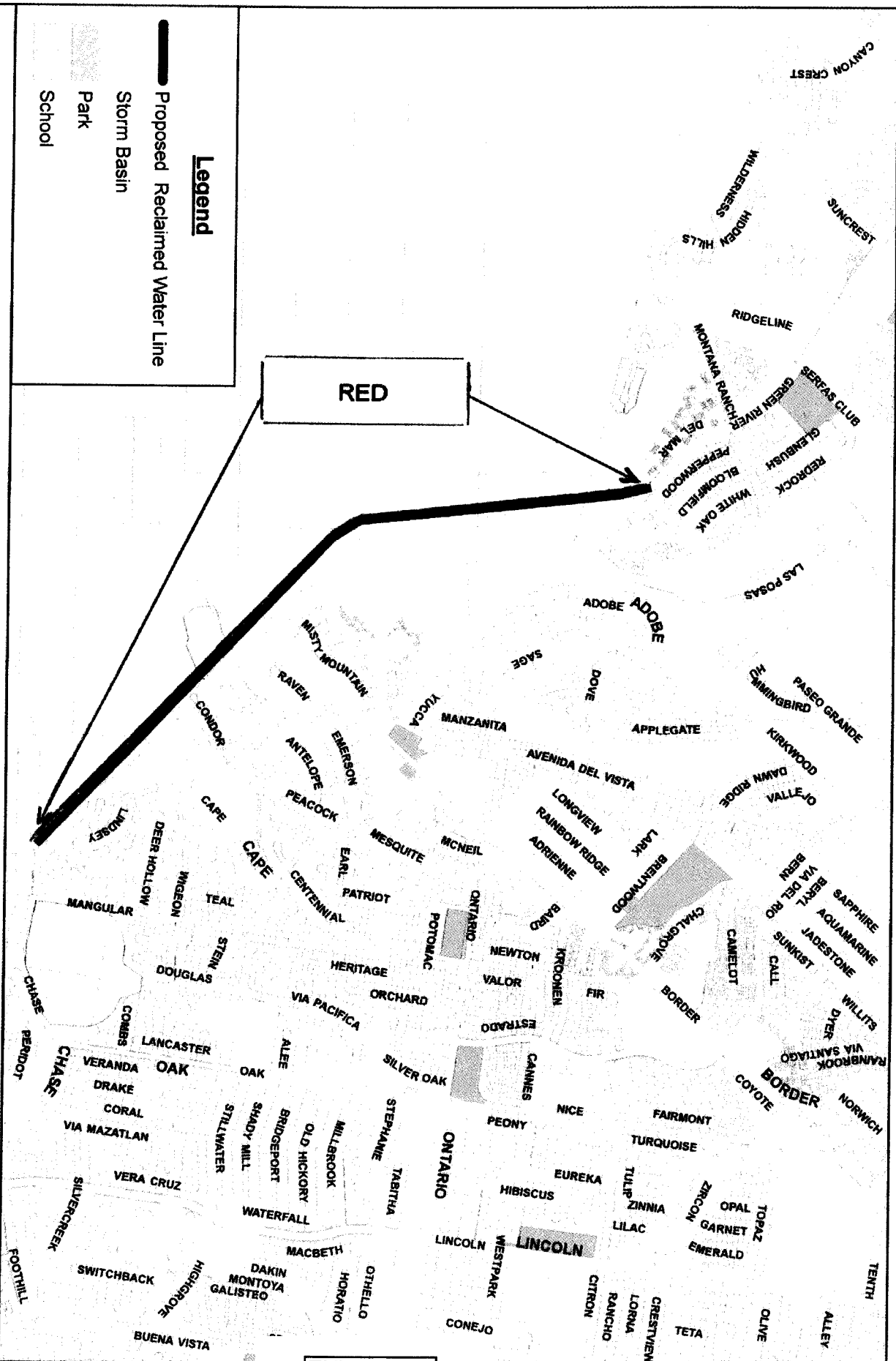
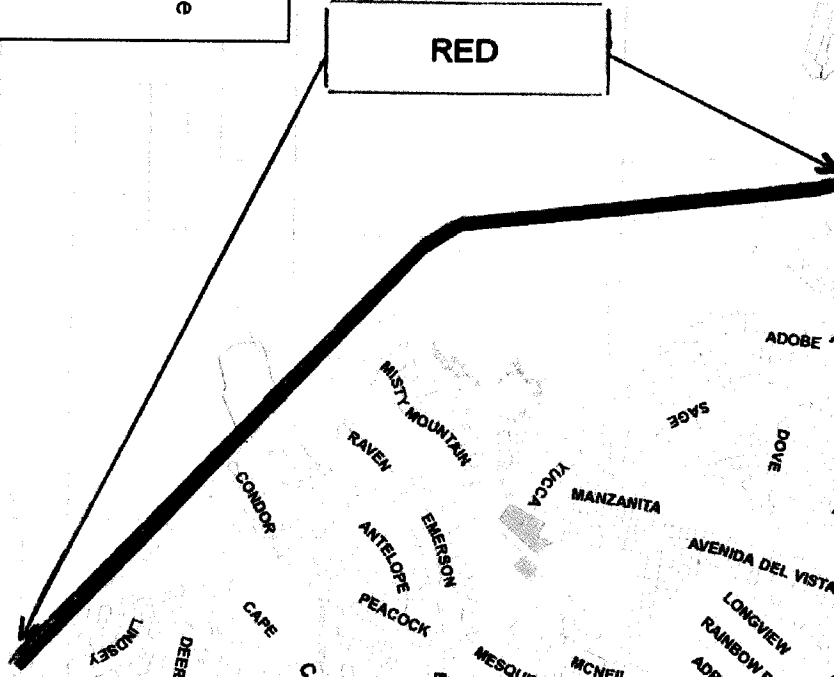


EXHIBIT A



FUNDING AGREEMENT
Lincoln Avenue Reclaimed Water Pipeline
Project No. 2-6-00993

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. CITY has budgeted for and plans to design, construct, operate and maintain certain water reclamation facilities within the city of Corona. These water reclamation facilities will help alleviate reliance on and allow for replenishment of the Temescal Groundwater Basin; and

B. These water reclamation facilities will consist of Lincoln Avenue Reclaimed Water Pipeline ("PROJECT") – approximately 2,500 lineal feet of reclaimed water pipeline system to be constructed within Lincoln Avenue from Railroad Street to Pomona Road, as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

C. CITY desires that DISTRICT, pursuant to California Water Code Appendix 48-1 et seq., contribute funding for the construction of PROJECT which benefits the zone in which the project is located; and

D. DISTRICT wishes to support CITY'S efforts to construct PROJECT by providing financial contributions towards the following:

(i) Approved cost of construction bid amount for PROJECT by lowest responsible bidder ("BID AMOUNT"); and

(ii) District-approved change orders ("CHANGE ORDERS") for PROJECT.

Together, BID AMOUNT and CHANGE ORDERS are called ("ACTUAL CONSTRUCTION COSTS"); and

E. DISTRICT wishes to provide only financial assistance to CITY and have no other role; and

APR 11 2017 11.3

1 F. DISTRICT wishes to contribute fifty percent (50%) of ACTUAL
2 CONSTRUCTION COSTS for the construction of PROJECT. DISTRICT will contribute fifty
3 percent (50%) of the cost of BID AMOUNT ("INITIAL DISTRICT CONTRIBUTION") and
4 fifty percent (50%) of the cost of CHANGE ORDERS ("FINAL DISTRICT
5 CONTRIBUTION"). Together, INITIAL DISTRICT CONTRIBUTION and FINAL
6 DISTRICT CONTRIBUTION are called "TOTAL DISTRICT CONTRIBUTION"; and

7 G. TOTAL DISTRICT CONTRIBUTION shall not exceed five hundred thousand
8 dollars (\$500,000).

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

11
12 SECTION I

13 CITY shall:

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

18 2. Obtain, at its sole cost and expense, all necessary permits, approvals or
19 agreements required by any federal, state and local resource or regulatory agencies pertaining to
20 PROJECT.

21 3. Obtain all necessary rights of way, rights of entry and temporary construction
22 easements, if any, necessary to construct, operate and maintain PROJECT.

23 4. Advertise, award and administer a public works construction contract for
24 PROJECT at its sole cost and expense.

25 5. Provide DISTRICT with written notice (Attention: Water Conservation Planning
26 Section) that CITY has awarded a construction contract for PROJECT. The written notice shall
27

1 include the Contractor's actual bid amount for PROJECT, setting forth the lowest responsible bid
2 contract price for PROJECT construction as set forth herein.

3 6. Prior to commencing PROJECT construction, furnish DISTRICT with copies of
4 final plans signed by all parties.

5 7. Keep an accurate accounting of ACTUAL CONSTRUCTION COSTS for
6 PROJECT, and include this accounting when invoicing DISTRICT for payment of INITIAL
7 DISTRICT CONTRIBUTION and FINAL DISTRICT CONTRIBUTION.

8 8. Invoice DISTRICT (Attention: Chief of Watershed Protection) for INITIAL
9 DISTRICT CONTRIBUTION for PROJECT at the time of providing written notice of the award
10 of a construction contract for PROJECT as set forth in Section I.5.

11 9. Construct or cause to be constructed PROJECT pursuant to a CITY administered
12 construction contract, and pay all costs associated therewith.

13 10. Inspect PROJECT construction or cause PROJECT'S construction to be inspected
14 by its construction manager(s).

15 11. Furnish or cause its construction manager(s) to furnish all construction survey and
16 materials testing services necessary to construct PROJECT.

17 12. Assume ownership and sole responsibility for the operation and maintenance of
18 PROJECT.

19 13. Upon completion of construction of PROJECT, provide or cause its civil engineer
20 of record or construction civil engineer of record, duly registered in the State of California, to
21 provide DISTRICT with "RECORD DRAWING" plans.

22 14. Upon completion of construction of PROJECT, provide DISTRICT with written
23 justification and accounting for any CHANGE ORDERS, and provide DISTRICT with the
24 opportunity to review and approve said CHANGE ORDERS.

25 15. Upon DISTRICT'S approval or rejection of CHANGE ORDERS, conduct a final
26 accounting of ACTUAL CONSTRUCTION COSTS for PROJECT, invoice DISTRICT
27 (Attention: Chief of Watershed Protection) for FINAL DISTRICT CONTRIBUTION for
28

1 PROJECT and provide DISTRICT with a copy of the CITY'S recorded Notice of Completion
2 for PROJECT.
3

4
5 SECTION II

6 DISTRICT shall:

- 7 1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate
8 action to comply with CEQA for PROJECT.
- 9 2. Within thirty (30) calendar days following CITY'S providing justification for and
10 accounting of any CHANGE ORDERS, review and approve or reject CHANGE ORDERS.
- 11 3. Pay CITY, within forty-five (45) days after receipt of CITY'S appropriate
12 invoice(s) for INITIAL DISTRICT CONTRIBUTION and FINAL DISTRICT
13 CONTRIBUTION as set forth in Sections I.8. and I.15.

14
15 SECTION III

16 It is further mutually agreed:

- 17 1. Total DISTRICT CONTRIBUTION shall not exceed five hundred thousand
18 dollars (\$500,000) and shall be used by CITY solely for the purpose of designing, constructing
19 and inspecting PROJECT as set forth herein.
- 20 2. CITY shall indemnify, defend, save and hold harmless DISTRICT and County of
21 Riverside (including their respective officers, districts, special districts and departments, their
22 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
23 agents, representatives, independent contractors and subcontractors) from any liabilities, claim,
24 damage, proceeding or action, present or future, based upon, arising out of or in any way relating
25 to CITY'S (including its officers, employees, agents, representatives, independent contractors
26 and subcontractors) actual or alleged acts or omissions related to this Agreement, performance
27 under this Agreement or failure to comply with the requirements of this Agreement including,
28

1 but not limited to (a) property damage, (b) bodily injury or death, (c) payment of attorney's fees
2 or (d) any other element of any kind or nature whatsoever.
3

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

13 4. Any waiver by DISTRICT or by CITY of any breach of any one or more of the
14 terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach
15 of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require
16 exact, full and complete compliance with any terms of this Agreement shall not be construed as
17 in any manner changing the terms hereof or estopping DISTRICT or CITY from enforcement
18 hereof.

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

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

23 RIVERSIDE COUNTY FLOOD CONTROL
24 AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501

CITY OF CORONA
755 Corporation Yard Way
Corona, CA 92880

25 Attn: Watershed Protection Division
26

Attn: Tom Koper (Department of
Water and Power)
27
28

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

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

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

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

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

24 12. Time is of the essence in prosecuting the work contemplated under this
25 Agreement. At any time during the term of this Agreement, DISTRICT may terminate this
26 Agreement for cause including, but not limited to, CITY'S failure to prosecute the work in a
27 timely manner, upon providing CITY thirty (30) days written notice stating the extent and
28 effective date of termination.

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13. The obligation(s) of DISTRICT is limited by and contingent upon the availability of DISTRICT funds for DISTRICT'S financial contribution towards the PROJECT as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CITY in writing.

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

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

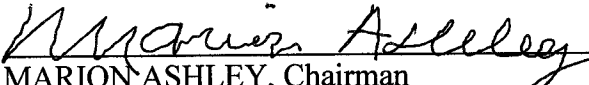
2 APR 11 2017

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 JASON E. UHLEY
General Manager-Chief Engineer

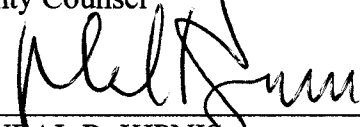
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

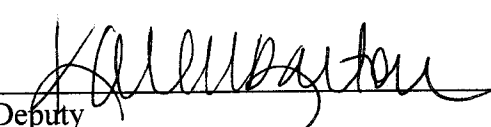
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11 APPROVED AS TO FORM:

ATTEST:

12 GREGORY P. PRIAMOS
13 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

14 By 
15 NEAL R. KIPNIS
16 Deputy County Counsel

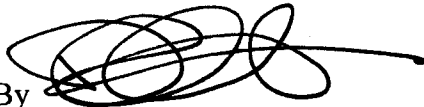

Deputy

(SEAL)

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26 Funding Agreement – City of Corona
27 Lincoln Avenue Reclaimed Water Pipeline
28 Project No. 2-6-00993
LMD:bad
11/04/16

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CITY OF CORONA

By 

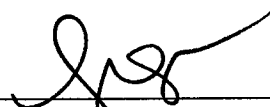
DARRELL TALBERT
City Manager

APPROVED AS TO FORM:

By 

DEAN DERKETH
City Attorney

ATTEST:

By 

LISA MOBLEY
City Clerk

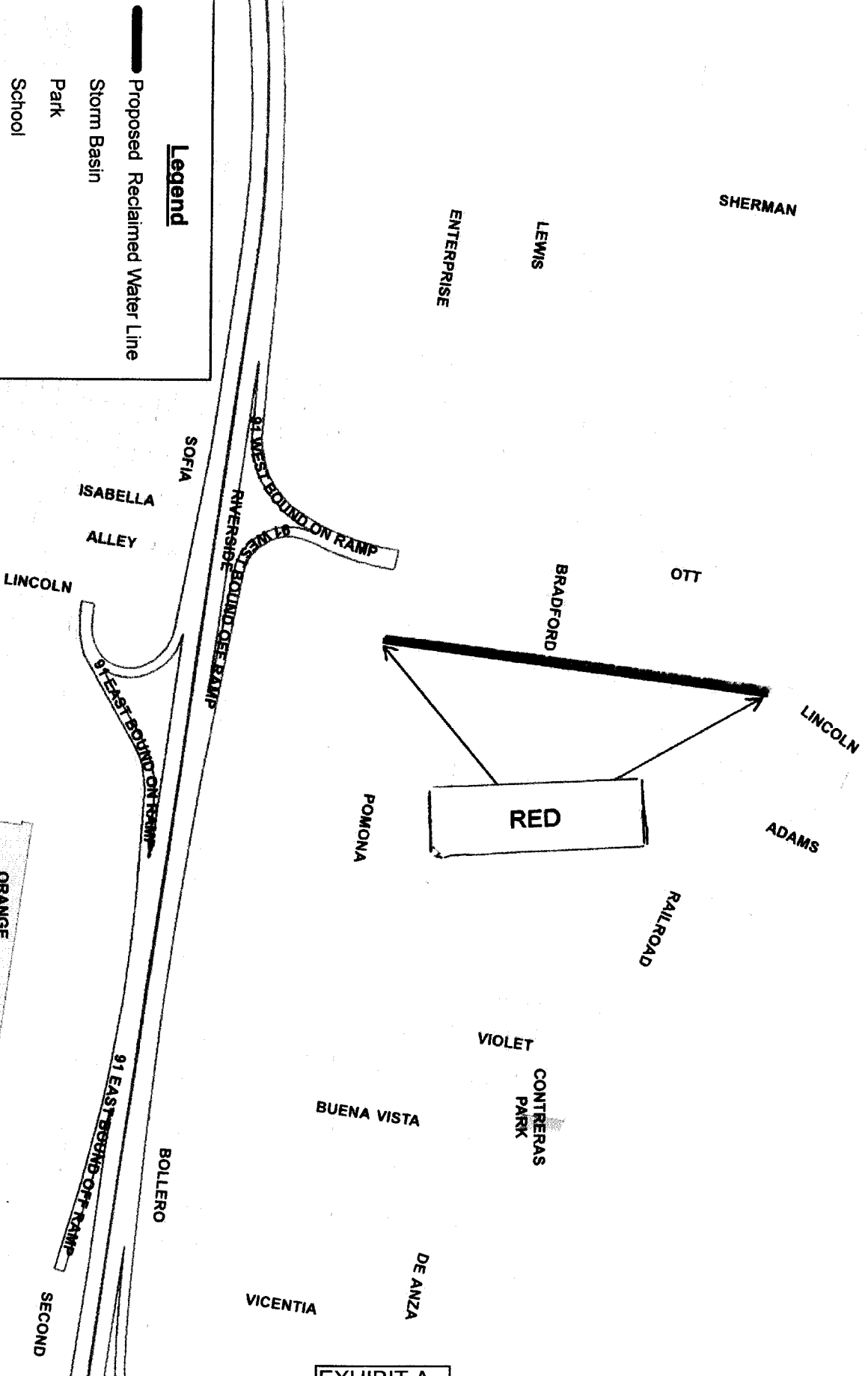
(SEAL)

Funding Agreement – City of Corona
Lincoln Avenue Reclaimed Water Pipeline
Project No. 2-6-00993
LMD:bad
11/04/16



City of Corona

Lincoln Ave Reclaimed Water Pipeline



Legend

- Proposed Reclaimed Water Line
- Storm Basin
- Park
- School

EXHIBIT A



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FUNDING AGREEMENT
Old Temescal Avenue Reclaimed Water Pipeline
Project No. 2-6-00993

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. CITY has budgeted for and plans to design, construct, operate and maintain certain water reclamation facilities within the city of Corona. These water reclamation facilities will help alleviate reliance on and allow for replenishment of the Temescal Groundwater Basin; and

B. These water reclamation facilities will consist of Old Temescal Avenue Reclaimed Water Pipeline ("PROJECT") – approximately 4,400 lineal feet of reclaimed water pipeline system to be constructed within Old Temescal Avenue from Fullerton Avenue to Compton Avenue, as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

C. CITY desires that DISTRICT, pursuant to California Water Code Appendix 48-1 et seq., contribute funding for the construction of PROJECT which benefits the zone in which the project is located; and

D. DISTRICT wishes to support CITY'S efforts to construct PROJECT by providing financial contributions towards the following:

- (i) Approved cost of construction bid amount for PROJECT by lowest responsible bidder ("BID AMOUNT"); and
- (ii) District-approved change orders ("CHANGE ORDERS") for PROJECT.

Together, BID AMOUNT and CHANGE ORDERS are called ("ACTUAL CONSTRUCTION COSTS"); and

E. DISTRICT wishes to provide only financial assistance to CITY and have no other role; and

1 F. DISTRICT wishes to contribute fifty percent (50%) of ACTUAL
 2 CONSTRUCTION COSTS for the construction of PROJECT. DISTRICT will contribute fifty
 3 percent (50%) of the cost of BID AMOUNT ("INITIAL DISTRICT CONTRIBUTION") and
 4 fifty percent (50%) of the cost of CHANGE ORDERS ("FINAL DISTRICT
 5 CONTRIBUTION"). Together, INITIAL DISTRICT CONTRIBUTION and FINAL
 6 DISTRICT CONTRIBUTION are called "TOTAL DISTRICT CONTRIBUTION"; and

7
 8 G. TOTAL DISTRICT CONTRIBUTION shall not exceed five hundred thousand
 9 dollars (\$500,000).

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 11 contained, the parties hereto mutually agree as follows:

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14 CITY shall:

- 15 1. Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead
 16 Agency and assume responsibility for preparation, circulation and adoption of all necessary and
 17 appropriate CEQA documents pertaining to the construction, operation and maintenance of
 18 PROJECT.
- 19 2. Obtain, at its sole cost and expense, all necessary permits, approvals or
 20 agreements required by any federal, state and local resource or regulatory agencies pertaining to
 21 PROJECT.
- 22 3. Obtain all necessary rights of way, rights of entry and temporary construction
 23 easements, if any, necessary to construct, operate and maintain PROJECT.
- 24 4. Advertise, award and administer a public works construction contract for
 25 PROJECT at its sole cost and expense.
- 26 5. Provide DISTRICT with written notice (Attention: Water Conservation Planning
 27 Section) that CITY has awarded a construction contract for PROJECT. The written notice shall
 28

1
2 include the Contractor's actual bid amount for PROJECT, setting forth the lowest responsible bid
3 contract price for PROJECT construction as set forth herein.

4 6. Prior to commencing PROJECT construction, furnish DISTRICT with copies of
5 final plans signed by all parties.

6 7. Keep an accurate accounting of ACTUAL CONSTRUCTION COSTS for
7 PROJECT, and include this accounting when invoicing DISTRICT for payment of INITIAL
8 DISTRICT CONTRIBUTION and FINAL DISTRICT CONTRIBUTION.

9 8. Invoice DISTRICT (Attention: Chief of Watershed Protection) for INITIAL
10 DISTRICT CONTRIBUTION for PROJECT at the time of providing written notice of the award
11 of a construction contract for PROJECT as set forth in Section I.5.

12 9. Construct or cause to be constructed PROJECT pursuant to a CITY administered
13 construction contract, and pay all costs associated therewith.

14 10. Inspect PROJECT construction or cause PROJECT'S construction to be inspected
15 by its construction manager(s).

16 11. Furnish or cause its construction manager(s) to furnish all construction survey and
17 materials testing services necessary to construct PROJECT.

18 12. Assume ownership and sole responsibility for the operation and maintenance of
19 PROJECT.

20 13. Upon completion of construction of PROJECT, provide or cause its civil engineer
21 of record or construction civil engineer of record, duly registered in the State of California, to
22 provide DISTRICT with "RECORD DRAWING" plans.

23 14. Upon completion of construction of PROJECT, provide DISTRICT with written
24 justification and accounting for any CHANGE ORDERS, and provide DISTRICT with the
25 opportunity to review and approve said CHANGE ORDERS.

26 15. Upon DISTRICT'S approval or rejection of CHANGE ORDERS, conduct a final
27 accounting of ACTUAL CONSTRUCTION COSTS for PROJECT, invoice DISTRICT
28 (Attention: Chief of Watershed Protection) for FINAL DISTRICT CONTRIBUTION for

1 PROJECT and provide DISTRICT with a copy of the CITY'S recorded Notice of Completion
2 for PROJECT.
3

4
5 SECTION II

6 DISTRICT shall:

- 7 1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate
8 action to comply with CEQA for PROJECT.
- 9 2. Within thirty (30) calendar days following CITY'S providing justification for and
10 accounting of any CHANGE ORDERS, review and approve or reject CHANGE ORDERS.
- 11 3. Pay CITY within forty-five (45) days after receipt of CITY'S appropriate
12 invoice(s) for INITIAL DISTRICT CONTRIBUTION and FINAL DISTRICT
13 CONTRIBUTION as set forth in Sections I.8. and I.15.

14
15 SECTION III

16 It is further mutually agreed:

- 17 1. Total DISTRICT CONTRIBUTION shall not exceed five hundred thousand
18 dollars (\$500,000) and shall be used by CITY solely for the purpose of designing, constructing
19 and inspecting PROJECT as set forth herein.
- 20 2. CITY shall indemnify, defend, save and hold harmless DISTRICT and County of
21 Riverside (including their respective officers, districts, special districts and departments, their
22 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
23 agents, representatives, independent contractors and subcontractors) from any liabilities, claim,
24 damage, proceeding or action, present or future, based upon, arising out of or in any way relating
25 to CITY'S (including its officers, employees, agents, representatives, independent contractors
26 and subcontractors) actual or alleged acts or omissions related to this Agreement, performance
27 under this Agreement or failure to comply with the requirements of this Agreement including,
28

1 but not limited to (a) property damage, (b) bodily injury or death, (c) payment of attorney's fees
2 or (d) any other element of any kind or nature whatsoever.

3
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5 officers, employees, agents, representatives, independent contractors and subcontractors) from
6 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of
7 or in any way relating to DISTRICT'S (including its officers, Board of Supervisors, elected and
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9 subcontractors) actual or alleged acts or omissions related to this Agreement, performance under
10 this Agreement, or failure to comply with the requirements of this Agreement including, but not
11 limited to (a) property damage, (b) bodily injury or death, (c) payment of attorney's fees or (d)
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13 4. Any waiver by DISTRICT or by CITY of any breach of any one or more of the
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15 of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to require
16 exact, full and complete compliance with any terms of this Agreement shall not be construed as
17 in any manner changing the terms hereof or estopping DISTRICT or CITY from enforcement
18 hereof.

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20 California.

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24 AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501

CITY OF CORONA
755 Corporation Yard Way
Corona, CA 92880
Attn: Tom Koper (Department of
Water and Power)

25 Attn: Watershed Protection Division
26
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2 7. If any provision in this Agreement is held by a court of competent jurisdiction to
3 be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full
4 force without being impaired or invalidated in any way.

5 8. This Agreement is the result of negotiations between the parties hereto, and the
6 advice and assistance of their respective counsel. The fact that this Agreement was prepared as
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8 ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
9 prepared this Agreement in its final form.

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

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

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

24 12. Time is of the essence in prosecuting the work contemplated under this
25 Agreement. At any time during the term of this Agreement, DISTRICT may terminate this
26 Agreement for cause including, but not limited to, CITY'S failure to prosecute the work in a
27 timely manner, upon providing CITY thirty (30) days written notice stating the extent and
28 effective date of termination.

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13. The obligation(s) of DISTRICT is limited by and contingent upon the availability of DISTRICT funds for DISTRICT'S financial contribution towards the PROJECT as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CITY in writing.

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

//
//

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

2 APR 11 2017
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 *J. Uhley*
8 JASON E. UHLEY
General Manager-Chief Engineer

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

9
10
11 APPROVED AS TO FORM:

ATTEST:

12 GREGORY P. PRIAMOS
13 County Counsel

KECIA HARPER-IHEM
Clerk of the Board

14 By *Neal R. Kipnis*
15 NEAL R. KIPNIS
16 Deputy County Counsel

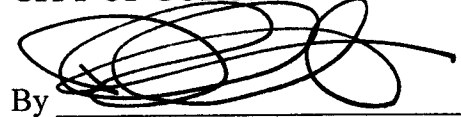
By *Kecia Harper-Ihem*
Deputy

(SEAL)

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26 Funding Agreement – City of Corona
27 Old Temescal Avenue Reclaimed Water Pipeline
28 Project No. 2-6-00993
LMD:bad
11/04/16

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CITY OF CORONA




By _____
DARRELL TALBERT

City Manager

APPROVED AS TO FORM:

ATTEST:

By  _____
DEAN DERLETH
City Attorney

By  _____
LISA MOBLEY
City Clerk

(SEAL)

Funding Agreement – City of Corona
Old Temescal Avenue Reclaimed Water Pipeline Project No. 2-6-00993
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City of Corona

Old Temescal Road Reclaimed Water Pipeline

- Legend**
- Proposed Reclaimed Water Line
 - Storm Basin
 - Park
 - School

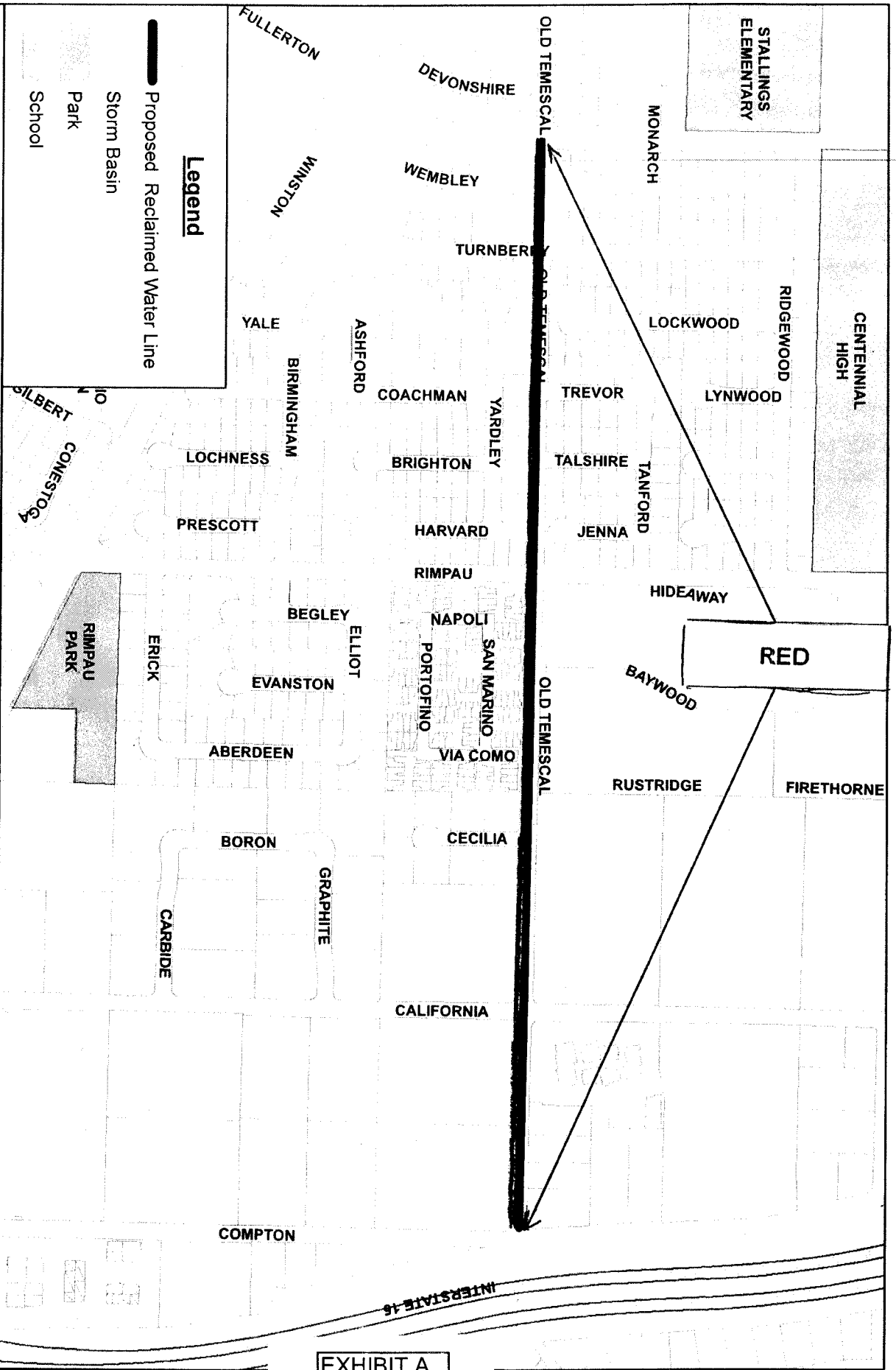


EXHIBIT A

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FUNDING AGREEMENT
WRCRWA - Bluff Street Reclaimed Water Pipeline
Project No. 2-6-00993

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. CITY has budgeted for and plans to design, construct, operate and maintain certain water reclamation facilities within the city of Corona. These water reclamation facilities will help alleviate reliance on and allow for replenishment of the Temescal Groundwater Basin; and

B. These water reclamation facilities will consist of WRCRWA - Bluff Street Reclaimed Water Pipeline ("PROJECT") consisting of approximately 5,100 lineal feet of reclaimed water pipeline system to be constructed between the Western Riverside County Regional Wastewater Authority (WRCRWA) Wastewater Treatment Plant and an existing 20-inch reclaimed water pipeline located in River Road at Bluff Street, as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

C. CITY desires that DISTRICT, pursuant to California Water Code Appendix 48-1 et seq., contribute funding for the construction of PROJECT which benefits the zone in which the project is located; and

D. DISTRICT wishes to support CITY'S efforts to design and construct PROJECT by providing financial contributions toward the following:

- (i) District-approved design costs ("DESIGN COST") for PROJECT;
- (ii) Approved cost of construction bid amount for PROJECT by lowest responsible bidder ("BID AMOUNT"); and
- (iii) District-approved change orders ("CHANGE ORDERS") for PROJECT.

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Together, DESIGN COST, BID AMOUNT and CHANGE ORDERS are called ("ACTUAL CONSTRUCTION COSTS"); and

E. DISTRICT wishes to provide only financial assistance to CITY and have no other role; and

F. DISTRICT wishes to contribute fifty percent (50%) of ACTUAL CONSTRUCTION COSTS for the construction of PROJECT. DISTRICT will contribute fifty percent (50%) of DESIGN COST ("DESIGN CONTRIBUTION"), fifty percent (50%) of BID AMOUNT ("BID CONTRIBUTION") and fifty percent (50%) of the cost of CHANGE ORDERS ("FINAL DISTRICT CONTRIBUTION"). Together, DESIGN CONTRIBUTION, BID CONTRIBUTION and FINAL DISTRICT CONTRIBUTION are called "TOTAL DISTRICT CONTRIBUTION"; and

G. TOTAL DISTRICT CONTRIBUTION shall not exceed one million five hundred thousand dollars (\$1,500,000).

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants 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. Provide DISTRICT with the estimated PROJECT engineering design cost and associated design schedule. As PROJECT design progresses, CITY shall update said design schedule as requested by DISTRICT.

1 3. Prepare or cause to be prepared the necessary plans and specifications for
2 PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with the applicable
3 DISTRICT and CITY standards, and provide a copy to DISTRICT for its record prior to
4 advertising PROJECT for construction bids.
5

6 4. Keep an accurate accounting of DESIGN COST, and include this accounting when
7 invoicing DISTRICT for payment of DESIGN CONTRIBUTION.

8 5. Invoice DISTRICT for DESIGN CONTRIBUTION following the signing of
9 IMPROVEMENT PLANS by all parties.

10 6. Obtain, at its sole cost and expense, all necessary permits, approvals or agreements
11 required by any federal, state and local resource or regulatory agencies pertaining to PROJECT.
12

13 7. Obtain all necessary rights of way, rights of entry and temporary construction
14 easements, if any, necessary to construct, operate and maintain PROJECT.

15 8. Advertise, award and administer a public works construction contract for
16 PROJECT at its sole cost and expense.

17 9. Provide DISTRICT with written notice (Attention: Water Conservation Planning
18 Section) that CITY has awarded a construction contract for PROJECT. The written notice shall
19 include the Contractor's actual bid amount for PROJECT, setting forth the lowest responsible bid
20 contract price for PROJECT construction as set forth herein.
21

22 10. Prior to commencing PROJECT construction, furnish DISTRICT with copies of
23 IMPROVEMENT PLANS signed by all parties.

24 11. Keep an accurate accounting of BID AMOUNT and CHANGE ORDERS for
25 PROJECT, and include this accounting when invoicing DISTRICT for payment of BID
26 CONTRIBUTION and FINAL DISTRICT CONTRIBUTION.
27
28

1 12. Invoice DISTRICT (Attention: Chief of Watershed Protection) for BID
2 CONTRIBUTION at the time of providing written notice of the award of a construction contract
3 for PROJECT as set forth in Section I.9.
4

5 13. Construct or cause to be constructed PROJECT pursuant to a CITY administered
6 construction contract, and pay all costs associated therewith.

7 14. Inspect PROJECT construction or cause PROJECT'S construction to be inspected
8 by its construction manager(s).

9 15. Furnish or cause its construction manager(s) to furnish all construction survey and
10 materials testing services necessary to construct PROJECT.
11

12 16. Assume ownership and sole responsibility for the operation and maintenance of
13 PROJECT.

14 17. Upon completion of construction of PROJECT, provide or cause its civil engineer
15 of record or construction civil engineer of record, duly registered in the State of California, to
16 provide DISTRICT with "RECORD DRAWING" plans.
17

18 18. Upon completion of construction of PROJECT, provide DISTRICT with written
19 justification and accounting for any CHANGE ORDERS, and provide DISTRICT with the
20 opportunity to review and approve said CHANGE ORDER(S).

21 19. Upon DISTRICT'S approval or rejection of CHANGE ORDER(S), conduct a final
22 accounting of ACTUAL CONSTRUCTION COSTS for PROJECT, invoice DISTRICT
23 (Attention: Chief of Watershed Protection) for FINAL DISTRICT CONTRIBUTION for
24 PROJECT, and provide DISTRICT with a copy of CITY'S recorded Notice of Completion for
25 PROJECT.
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27 SECTION II

28 DISTRICT shall:

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- 1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA for PROJECT.
- 2. Within thirty (30) calendar days following CITY'S providing justification for and accounting of any CHANGE ORDER(S), review and approve or reject CHANGE ORDERS.
- 3. Pay CITY within forty-five (45) days after receipt of CITY'S appropriate invoice(s) for DESIGN CONTRIBUTION, BID CONTRIBUTION and FINAL DISTRICT CONTRIBUTION as set forth in Sections I.5., I.12. and I.19.

SECTION III

It is further mutually agreed:

- 1. TOTAL DISTRICT CONTRIBUTION shall not exceed one million five hundred thousand dollars (\$1,500,000) and shall be used by CITY solely for the purpose of designing and constructing PROJECT as set forth herein.
- 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

1 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of
2 or in any way relating to DISTRICT'S (including its officers, Board of Supervisors, elected and
3 appointed officials, employees, agents, representatives, independent contractors and
4 subcontractors) actual or alleged acts or omissions related to this Agreement, performance under
5 this Agreement, or failure to comply with the requirements of this Agreement including, but not
6 limited to (a) property damage, (b) bodily injury or death, (c) payment of attorney's fees or (d)
7 any other element of any kind or nature whatsoever.
8

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

16 5. This Agreement is to be construed in accordance with the laws of the State of
17 California.
18

19 6. Any and all notices sent or required to be sent to the parties of this Agreement will
20 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
Riverside, CA 92501
Attn: Watershed Protection Division

CITY OF CORONA
755 Corporation Yard Way
Corona, CA 92880
Attn: Tom Koper (Department of
Water and Power)

24 7. If any provision in this Agreement is held by a court of competent jurisdiction to
25 be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force
26 without being impaired or invalidated in any way.
27
28

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

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

11 10. Any action at law or in equity brought by any of the parties hereto for the purpose
12 of enforcing a right or rights provided for by the Agreement shall be tried in a court of competent
13 jurisdiction in the County of Riverside, State of California, and the parties hereto waive all
14 provisions of law providing for a change of venue in such proceedings to any other county.
15

16 11. In the event of any arbitration, action or suit brought by either CITY or DISTRICT
17 against the other party by reason of any breach on the part of the other party of any of the
18 covenants and agreements set forth in this Agreement, or any other dispute between DISTRICT
19 and CITY concerning this Agreement, the prevailing party in any such action or dispute, by a
20 final judgment or arbitration award, shall be entitled to have and recover from the other party all
21 costs and expenses or claims including, but not limited to, attorney's fees and expert witness fees.
22 This section shall survive any termination of this Agreement.
23

24 12. Time is of the essence in prosecuting the work contemplated under this
25 Agreement. At any time during the term of this Agreement, DISTRICT may terminate this
26 Agreement for cause including, but not limited to, CITY'S failure to prosecute the work in a timely
27 manner, upon providing CITY thirty (30) days written notice stating the extent and effective date
28 of termination.

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13. The obligation(s) of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT'S financial contribution towards PROJECT as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CITY in writing.

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

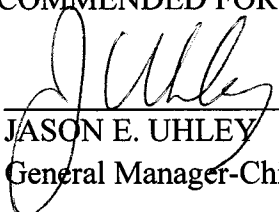
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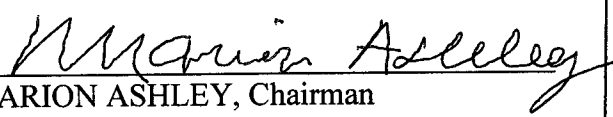
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on
APR 11 2017

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
JASON E. UHLEY
General Manager-Chief Engineer


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

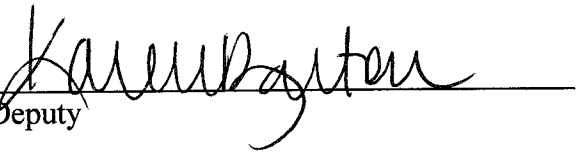
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

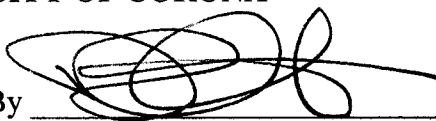
By 
Deputy

(SEAL)

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CITY OF CORONA

By 

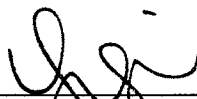
11/11 DARRELL TALBERT
City Manager

APPROVED AS TO FORM:

By 

DEAN DEBLETH
City Attorney *mc*

ATTEST:

By 

LISA MOBLEY
City Clerk

(SEAL)

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WRCRWA - Bluff Street Reclaimed Water Pipeline
Project No. 2-6-0993
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11/16/16



City of Corona

WRCRWA -- Bluff Street Reclaimed Water Pipeline

Legend

— Proposed Reclaimed Water Pipe

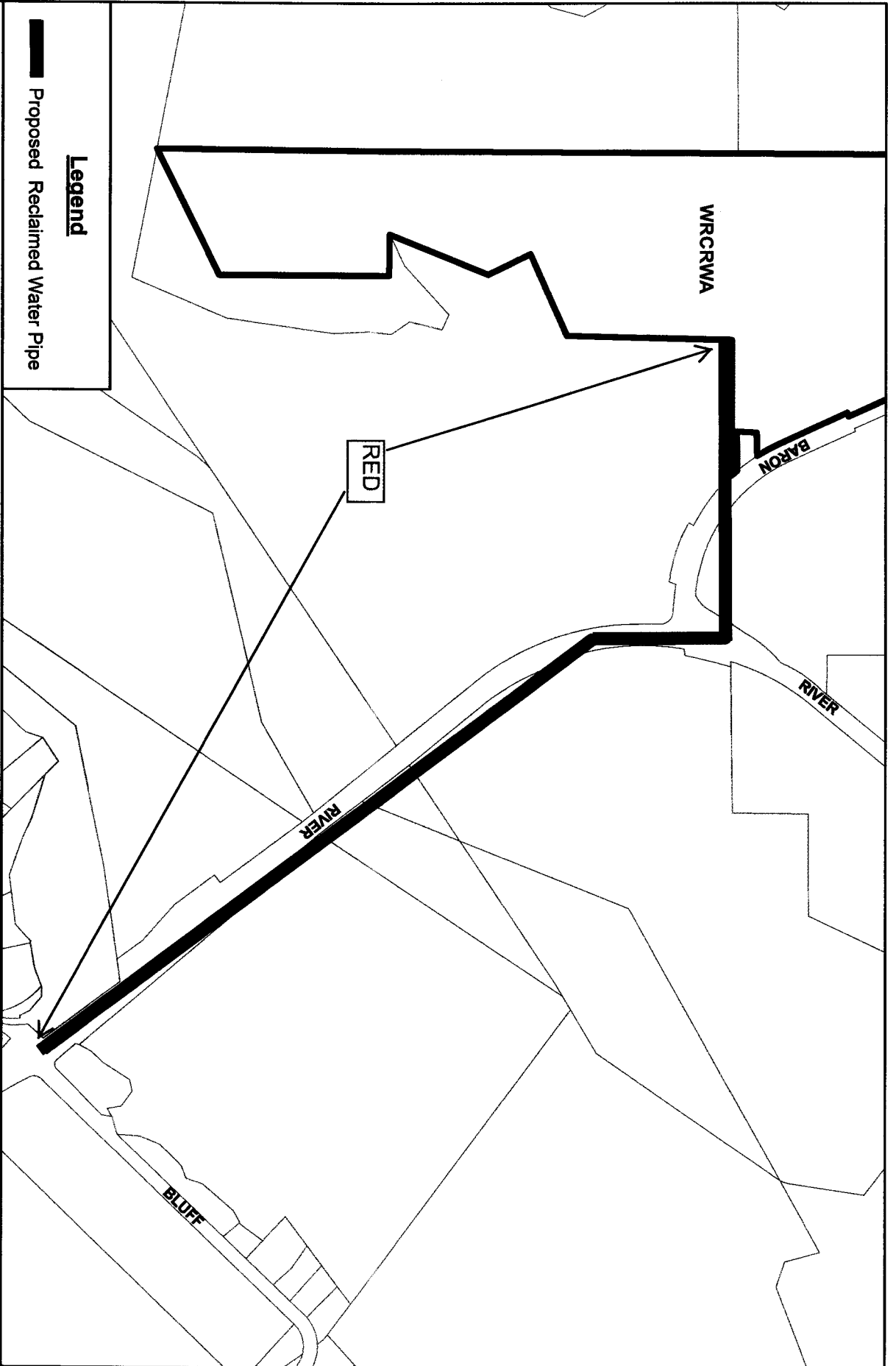


EXHIBIT A