

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



ITEM  
11.1  
(ID # 4378)

**MEETING DATE:**  
Tuesday, June 20, 2017

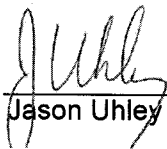
**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of Funding Agreement for the Upstream Extension of the Stoneman Street Channel Project, Project No. 3-0-00060, 1st District, [\$275,000]. District Funds 100%

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

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

**ACTION:** Policy

  
Jason Uhley

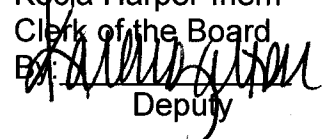
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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: June 20, 2017  
xc: Flood

Kecia Harper-Ihem  
Clerk of the Board  
  
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$275,000	\$ 0	\$275,000	\$ 0
<b>NET DISTRICT COST</b>	\$275,000	\$ 0	\$275,000	\$ 0
<b>SOURCE OF FUNDS:</b> 25130-947440-536200 Zone 3 Contribution to Non-County Agency			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 16/17	

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

**BACKGROUND:**

**Summary**

The Agreement sets forth the terms and conditions by which the District will contribute funding to the County for the construction of the upstream extension of the Stoneman Street Channel as part of a County construction project.

The District wishes to support the County's efforts to construct said improvements. Therefore, the District will contribute a lump sum amount not to exceed two hundred seventy-five thousand dollars (\$275,000) toward the actual project construction. Upon completion of construction, the County will accept sole responsibility for the ownership, operation and maintenance of the project.

County Counsel has approved the Agreement as to legal form. A companion item appears on the Riverside County Transportation Department's agenda this same date.

**Impact on Residents and Businesses**

District's financial contribution towards the County's actual construction cost of the project is funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion, the project would provide enhanced access to existing residences while reducing erosion and sediment delivery to the intersection of Grand Avenue and Stoneman Street.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

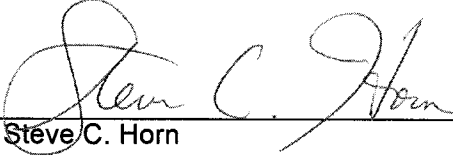
Sufficient funds are available in the Zone 3 budget for Fiscal Year 2016-2017 and will be included in the future proposed budget(s), if necessary.

**ATTACHMENTS:**

1. Vicinity Map
2. Funding Agreement

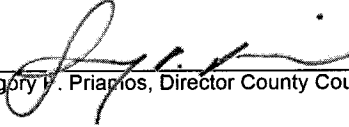
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**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD  
OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



Steve C. Horn

6/12/2017



Gregory V. Priamos, Director County Counsel

5/22/2017

FUNDING AGREEMENT

For the Upstream Extension of the Stoneman Street Channel Project  
Project No. 3-0-00060

The Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the County of Riverside ("COUNTY"), a political subdivision of the State of California, hereby agree as follows:

RECITALS

A. The Stoneman Street Channel Improvement Project, as shown on DISTRICT'S As Built Drawing No. 3-0079, was constructed in order to convey flows tributary to the Lakeland Village area to Lake Elsinore. These improvements extended downstream approximately 2,600 feet northeasterly from Grand Avenue to Palomar Street, and included the construction of a paved roadway with an inverted street section capable of carrying flows; and

B. Both DISTRICT and COUNTY agree that extending the paved inverted street section on Stoneman Street upstream from 700 feet southwest of Grand Avenue to approximately 2,600 feet southwesterly ("PROJECT") as described in Exhibit A, attached hereto and made a part hereof, would provide enhanced access to existing residences while reducing erosion and sediment delivery to the intersection of Grand Avenue and Stoneman Street; and

C. DISTRICT and COUNTY desire to have one agency take a lead role in the development and implementation of PROJECT; and

D. DISTRICT and COUNTY desire to designate COUNTY as the lead agency for PROJECT and COUNTY will, therefore, provide the administrative, technical, managerial and support services necessary to develop and implement PROJECT; and

E. Due to mutual interests in this PROJECT, DISTRICT wishes to support COUNTY'S efforts to construct PROJECT by providing a financial contribution of two hundred fifty thousand dollars (\$250,000) toward the actual PROJECT construction

JUN 20 2017 11.1

1 ("CONSTRUCTION CONTRIBUTION"), plus an additional ten percent (10%) of  
 2 CONSTRUCTION CONTRIBUTION to offset any increase in PROJECT'S budgeted costs  
 3 ("BUDGET INCREASE"). Together, CONSTRUCTION CONTRIBUTION and BUDGET  
 4 INCREASE are hereinafter called "DISTRICT CONTRIBUTION". DISTRICT  
 5 CONTRIBUTION shall not exceed the sum of two hundred seventy-five thousand dollars  
 6 (\$275,000); and  
 7

8 F. DISTRICT and COUNTY acknowledge it is in the best interest of the  
 9 public to proceed with the construction of PROJECT at the earliest possible date; and

10 G. The purpose of this Agreement is to memorialize the mutual  
 11 understandings by and between COUNTY and DISTRICT with respect to the construction,  
 12 ownership, operation and maintenance of PROJECT and payment of DISTRICT  
 13 CONTRIBUTION.  
 14

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

#### 17 SECTION I

18 COUNTY shall:

19 1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead  
 20 Agency and assume responsibility for preparation, circulation and adoption of all necessary and  
 21 appropriate CEQA documents pertaining to the construction, operation and maintenance of  
 22 PROJECT, if applicable.  
 23

24 2. Upon execution of this Agreement, invoice DISTRICT (Attn: Chief of  
 25 Design and Construction Division) for CONSTRUCTION CONTRIBUTION, as set forth herein.  
 26

27 3. Obtain all necessary rights of way, rights of entry and temporary construction  
 28 easements necessary to construct, operate and maintain PROJECT.



SECTION III

It is further mutually agreed:

1. DISTRICT CONTRIBUTION shall not exceed a total sum of two hundred seventy-five thousand dollars (\$275,000) and shall be used by COUNTY solely for the purpose of constructing PROJECT as set forth herein.

2. PROJECT shall, at all times, remain solely owned by and the exclusive responsibility of COUNTY. Nothing herein shall be construed as creating any obligation or responsibility on the part of DISTRICT to operate, maintain or warranty PROJECT.

3. COUNTY shall indemnify, defend, save and hold harmless DISTRICT (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 COUNTY'S (including its officers, employees, agents, representatives, 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 (i) property damage, (ii) bodily injury or death, (iii) payment of attorney's fees or (iv) any other element of any kind or nature whatsoever. This section shall survive any termination of this Agreement.

4. 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.

5. 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

1 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty  
 2 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT  
 3 prepared this Agreement in its final form.

4  
 5 6. The obligation(s) of DISTRICT under this Agreement are limited by and  
 6 contingent upon the availability of DISTRICT funds. In the event that such funds are not  
 7 forthcoming for any reason, DISTRICT shall immediately notify COUNTY in writing. Upon  
 8 COUNTY'S receipt of DISTRICT'S notification, this Agreement shall remain in force and effect  
 9 through the remainder of that Fiscal Year, but shall be deemed terminated and have no further  
 10 force or effect thereafter.

11  
 12 7. Any and all notices sent or required to be sent to the parties of this Agreement  
 13 will be mailed by first class mail, postage prepaid, to the following addresses:

14 RIVERSIDE COUNTY FLOOD CONTROL  
 15 AND WATER CONSERVATION DISTRICT  
 16 1995 Market Street  
 17 Riverside, CA 92501  
 Attn: Design and Construction Division

COUNTY OF RIVERSIDE  
 TRANSPORTATION DEPARTMENT  
 4080 Lemon Street, 8<sup>th</sup> Floor  
 Riverside, CA 92501  
 Attn: Patricia Romo  
 Director of Transportation

18  
 19 8. This Agreement is to be construed in accordance with the laws of the State  
 20 of California.

21 9. If any provision of this Agreement is held by a court of competent  
 22 jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared  
 23 severable and shall be given full force and effect to the extent possible.

24 10. Any action at law or in equity brought by any of the parties hereto for the  
 25 purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of  
 26 competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive  
 27 all provisions of law providing for change of venue in such proceedings to any other county.  
 28



1           11. Neither this Agreement nor any part thereof shall be assigned by COUNTY  
2 without the prior written consent of DISTRICT.

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

9           13. This Agreement is intended by the parties hereto as their final expression  
10 with respect to the matters herein, and is a complete and exclusive statement of the terms and  
11 conditions thereof. This Agreement may be changed or modified only upon the written consent  
12 of the parties hereto.

13           14. No alternation or variation of the terms of this Agreement shall be valid  
14 unless made in writing and signed by both parties, and no oral understanding or agreement not  
15 incorporated herein shall be binding on either party hereto.

16           15. Nothing in the provisions of this Agreement is intended to create duties or  
17 obligations to or rights in third parties not parties to this Agreement or affect the legal liability of  
18 either party to the Agreement by imposing any standard of care with respect to the maintenance  
19 of roads different from the standard of care imposed by law.

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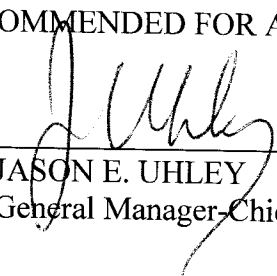
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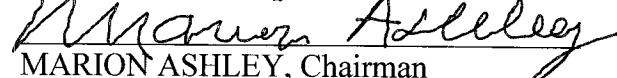
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on  
JUN 20 2017

(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

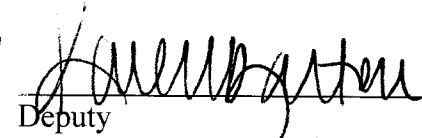
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By   
NEAL R. KIPNIS  
Deputy County Counsel

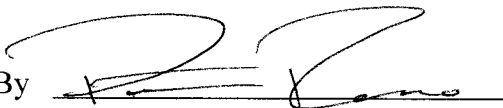
By   
Deputy

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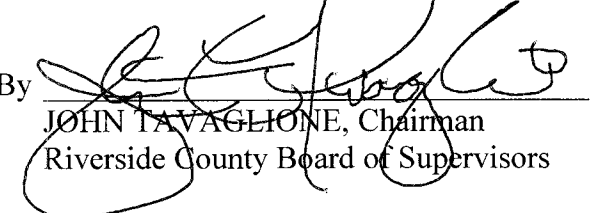
Funding Agreement:  
Stoneman Street Channel Project  
Project No. 3-0-00060  
04/13/17  
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RECOMMENDED FOR APPROVAL:


By   
PATRICIA ROMO  
Director of Transportation

COUNTY OF RIVERSIDE

By   
JOHN TAVAGLIONE, Chairman  
Riverside County Board of Supervisors

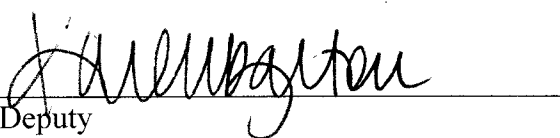
APPROVED AS TO FORM:

GREGORY P. PRIAMOS  
County Counsel

By   
CYNTHIA M. GUNZEL  
Supervising Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By   
Deputy

(SEAL)

Funding Agreement:  
Stoneman Street Channel Project  
Project No. 3-0-00060  
04/13/17  
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**EXHIBIT A**

**SCOPE OF WORK**

**DESCRIPTION:** Grade and construct a 24 feet wide paved roadway with 3 foot width paved shoulders utilizing an inverted section to convey existing drainage flows. Project limits, Stoneman Street from 700' SW of Grand Ave to 2, 600' SW of Grand Ave (1, 900 ft.). Estimated total planform area of improvement, 6,333 square-yards.

<b>Cost Estimate</b>	<b>Unit</b>	<b>Estimated Cost</b>	<b>PROJECT COST</b>
Labor and Materials (AC, Base, grading, installation of pavement structural section, and ancillary work at driveways)	6,333 square-yards	71.06 \$/square-yard	\$450,000
<b>DISTRICT CONTRIBUTION</b>			
Construction Contribution			\$250,000
10% of construction cost contingency allocated towards project, if project budget cost increases			25,000
Total Contribution (not to exceed)			\$275,000