

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



ITEM
11.2
(ID # 7086)

MEETING DATE:
Tuesday, June 5, 2018

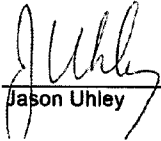
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Cooperative Funding Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Eastvale for the Eastvale MDP Line H Extension, Stage 2 and the Eastvale Line H Lateral, Project No. 2-6-10026, District 2. [Not to exceed \$764,000 - District Zone 2 Funding 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Funding Agreement between the Riverside County Flood Control and Water Conservation District (District) and the City of Eastvale (City); and
2. Authorize the Chairman to execute the Cooperative Funding Agreement documents on behalf of the District; and
3. Direct the Clerk of the Board to return three (3) copies of the executed Cooperative Funding Agreement

ACTION: Policy


Jason Uhley

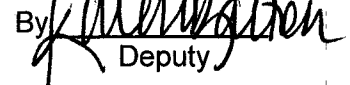
5/22/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley 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 5, 2018
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 | \$764,000 | \$764,000 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: 25120-947420-536200 Contribution to Non County Agency (97%); 25120-947420-523220 License and Permits (3%) | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 18/19 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Cooperative Funding Agreement (Agreement) sets forth the terms and conditions by which the District will contribute funding to the City for design and construction of certain Eastvale Master Drainage Plan facilities as part of a City-administered public works construction contract. Said facilities are to be constructed by City and inspected, operated and maintained by the District and City.

Upon completion of the facilities' construction, the District will assume ownership and responsibility for the operation and maintenance of storm drains that are greater than 36-inches in diameter. The City will assume ownership and responsibility for the operation and maintenance of storm drains that are 36 inches or less in diameter and various catch basins and connector pipes located within the City's rights of way.

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.

Upon construction completion, the facilities will provide flood protection along Hamner Avenue and conveyance for runoff from undeveloped parcels east and west of Hamner Avenue.

As noted above, design and construction of these drainage improvements are part of a City-administered public works construction contract. The principal beneficiaries are the residents and businesses in the area. Ancillary benefits will accrue to the public who will utilize the roadways.

SUPPLEMENTAL:

Additional Fiscal Information

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

The District is funding all cost associated with the design and construction of said flood control facilities. Sufficient funding is available in the District's Zone 2 proposed budget for FY 18/19, and will be included in the proposed budget in future years as appropriate and necessary. Future operations and maintenance costs associated with said storm drains that are greater than 36 inches in diameter will accrue to the District.

Pursuant to the Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) executed on June 22, 2004, the District is a participating agency. The District is making a payment to the Western Riverside County Regional Conservation Authority (RCA) for up to 3% of the total capital costs as required mitigation for the construction of flood control facilities in cooperation with and on behalf of the City. The MSCHP mitigation fee is based on the engineers estimated project cost, however, the actual 3% payment will be based on the project's lowest responsive contract bid price. The actual mitigation payment that will be made by the District may be reduced based on the acquisition of a replacement habitat for the benefit of Covered Species, as defined in the Implementing Agreement and the MSHCP.

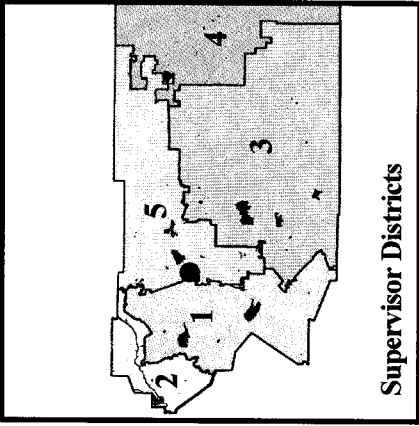
ATTACHMENTS:

1. Vicinity Map
2. Cooperative Funding Agreement

TRl:blm
P8/221031



Gregory V. Priamos, Director County Counsel 5/23/2018

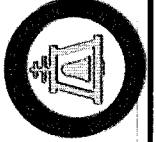
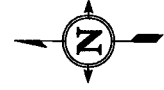


LEGEND:

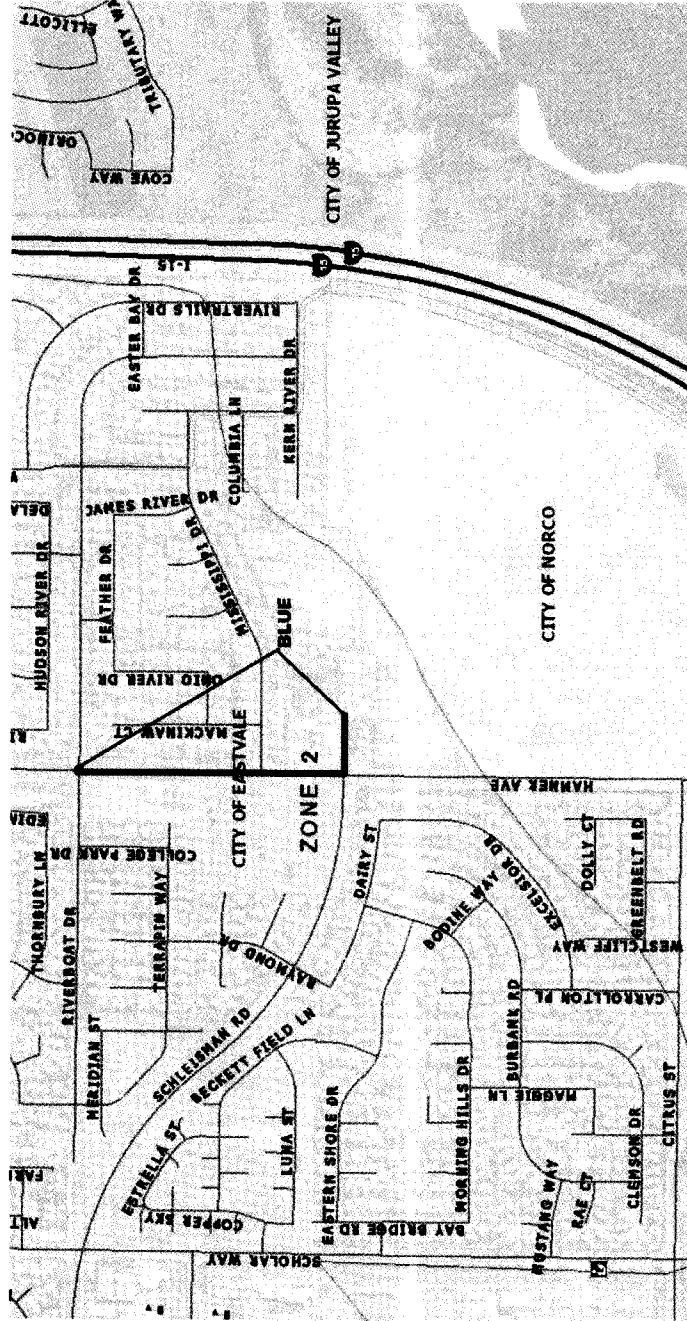
- Project Vicinity
- Supervisorial District

DESCRIPTION:

Eastvale MDP Line H Extension, Stage 2
 Eastvale Line H Lateral



Vicinity Map



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COOPERATIVE FUNDING AGREEMENT
Eastvale MDP Line H Extension, Stage 2
Eastvale Line H Lateral
Project No. 2-6-10026

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic ("DISTRICT"), and the CITY OF EASTVALE, a municipal corporation ("CITY"), hereby enter into this Cooperative Funding Agreement ("AGREEMENT") and agree as follows:

RECITALS

A. CITY has budgeted for and plans to design, construct and subsequently operate and maintain: Eastvale Master Drainage Plan ("MDP") Line H Extension ("EXTENSION") and Eastvale Line H Lateral ("LATERAL"). Upon construction completion, these flood control facilities will provide improved drainage and flood protection for the immediate adjacent area located within CITY; and

B. EXTENSION as identified in DISTRICT's Eastvale MDP consists of approximately 1,473 lineal feet of underground storm drain system to be constructed to extend the existing DISTRICT's Eastvale MDP Line H from the intersection of Hamner Avenue and Schleisman Road; northerly to the intersection of Riverboat Drive and Hamner Avenue as shown in concept in blue on Exhibit "A" attached hereto and made a part hereof; and

C. LATERAL as identified in DISTRICT's Eastvale MDP consists of approximately 716 lineal feet of underground storm drain system to be constructed east of the existing DISTRICT's MDP Line H at the intersection of Schleisman Road and Hamner Avenue as shown in concept in blue on Exhibit "A" attached hereto and made a part hereof; and

1 D. Together, EXTENSION and LATERAL are called "PROJECT"; and

2 E. CITY desires that DISTRICT contribute funding for the design and
3 construction of PROJECT; and

4 F. DISTRICT wishes to support CITY's efforts to construct PROJECT by
5 providing a financial contribution towards PROJECT's design and construction costs as set forth
6 herein; and

7 G. DISTRICT's financial contributions shall be as follows:

8 (i) One hundred percent (100%) of DISTRICT approved CITY's engineering
9 design proposal cost to offset CITY's costs associated with mapping, surveying, engineering, and
10 other typical ancillary costs related to the preparation of the necessary plans and specifications to
11 construct PROJECT ("DESIGN CONTRIBUTION"). In the event that CITY chooses to hire an
12 engineering consulting firm to prepare the necessary plans and specifications to construct
13 PROJECT, DISTRICT is also willing to contribute an additional twenty percent (20%) of the
14 DESIGN CONTRIBUTION to offset CITY's administrative costs associated with contract
15 administration ("DESIGN ADMINISTRATION CONTRIBUTION"). Together, DESIGN
16 CONTRIBUTION and DESIGN ADMINISTRATION CONTRIBUTION are hereinafter called
17 "TOTAL DESIGN CONTRIBUTION";

18 (ii) The lowest responsible bid contract price for PROJECT construction
19 ("ORIGINAL BID"). DISTRICT is willing to contribute one hundred percent (100%) of
20 ORIGINAL BID ("INITIAL CONSTRUCTION CONTRIBUTION"), plus an additional ten
21 percent (10%) of ORIGINAL BID to offset CITY's administrative costs associated with
22 construction contract administration and other typical ancillary costs related to the delivery of a
23 flood control facility ("CONTRACT ADMINISTRATION CONTRIBUTION"), and up to
24 another additional ten percent (10%) of ORIGINAL BID to offset any construction contract

1 change orders ("CONSTRUCTION CHANGE ORDERS CONTRIBUTION"). Together,
2 INITIAL CONSTRUCTION CONTRIBUTION, CONTRACT ADMINISTRATION
3 CONTRIBUTION and CONSTRUCTION CHANGE ORDERS CONTRIBUTION are
4 hereinafter called "TOTAL CONSTRUCTION CONTRIBUTION"; and

5 (iii) One hundred percent (100%) of the actual cost of the Western
6 Riverside County Multiple Species Habitat Conservation Plan ("MSHCP") fee as set forth herein
7 ("MSHCP CONTRIBUTION"); and

8 H. Altogether, TOTAL DESIGN CONTRIBUTION, TOTAL
9 CONSTRUCTION CONTRIBUTION and MSHCP CONTRIBUTION are hereinafter called
10 "DISTRICT TOTAL CONTRIBUTION". DISTRICT TOTAL CONTRIBUTION shall not
11 exceed a total sum of seven hundred sixty four thousand dollars (\$764,000); and

12 I. It is in the best interest of the public to proceed with the construction of
13 PROJECT at the earliest possible date; and

14 J. The purpose of this AGREEMENT is to memorialize the mutual
15 understandings by and between DISTRICT and CITY with respect to funding, design,
16 construction, inspection, ownership, operation and maintenance of PROJECT.

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

19 SECTION I

20 CITY shall:

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

1 2. Endeavor to award a public works construction contract for PROJECT and
2 begin construction within twenty-four (24) months of execution of AGREEMENT.

3 3. Provide DISTRICT an opportunity to review and approve PROJECT
4 engineering design cost proposal and associated design schedule. As PROJECT design
5 progresses, CITY shall update said design schedule as requested by DISTRICT.

6 4. Prepare or cause to be prepared, all the necessary plans and specifications for
7 PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with the applicable
8 DISTRICT and CITY standards, and submit to DISTRICT for its review and approval prior to
9 advertising PROJECT for construction bids.

10 5. Obtain a no fee encroachment permit from DISTRICT in accordance with its
11 rules and regulations prior to commencing construction of any improvements within DISTRICT's
12 rights of way or easements by submitting applicable portions of IMPROVEMENT PLANS to
13 DISTRICT (Attn: Encroachment Permit Section) for review and approval prior to advertising
14 PROJECT for public works construction contract bids.

15 6. Prior to commencing construction, obtain, at its sole cost and expense, all
16 necessary permits, approvals, or agreements as may be required by any Federal, State and local
17 resource or regulatory agencies pertaining to the construction, operation and maintenance of
18 PROJECT. Such documents may include, but are not limited to, a Section 404 permit issued by
19 the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification issued by the
20 California Regional Water Quality Control Board (CRWQCB), a Streambed Alteration
21 Agreement issued by the California Department of Fish and Wildlife, and a National Pollutant
22 Discharge Elimination System Permit issued by the State Water Resources Control Board or
23 CRWQCB and Western Riverside County Regional Conservation Authority ("REGULATORY
24 PERMITS").

1 7. Keep an accurate accounting of all design costs associated with the
2 preparation of plans and specifications for PROJECT, in conformance with DISTRICT approved
3 CITY's engineering design cost proposal and schedule as set forth in Section I.3, and include this
4 accounting when invoicing DISTRICT for final payment of DESIGN CONTRIBUTION and, if
5 applicable, DESIGN ADMINISTRATION CONTRIBUTION, as set forth in Section I.10.

6 8. Invoice DISTRICT (Attention: Special Projects Section) for fifty percent
7 (50%) of DESIGN CONTRIBUTION upon execution of this Agreement or upon DISTRICT's
8 approval of CITY's engineering design cost proposal and schedule as set forth in Section I.3,
9 whichever is later.

10 9. Prior to commencing PROJECT design, provide DISTRICT an opportunity
11 to review and approve the geotechnical report.

12 10. Invoice DISTRICT (Attention: Special Projects Section) for remainder of
13 DESIGN CONTRIBUTION and if applicable, DESIGN ADMINISTRATION
14 CONTRIBUTION, following signing of IMPROVEMENT PLANS by all parties.

15 11. Obtain all necessary permits, licenses, agreements, approvals, rights of way,
16 rights of entry and temporary construction easements as may be needed to construct, operate and
17 maintain PROJECT.

18 12. Prior to advertising PROJECT for public works construction contract,
19 provide DISTRICT an opportunity to review and approve applicable REGULATORY PERMITS
20 and rights of way documents.

21 13. Prior to awarding a public works construction contract for PROJECT,
22 provide DISTRICT seven (7) calendar days following construction bid opening to review and
23 approve or reject bids for construction of PROJECT. DISTRICT may only reject bids found by
24 DISTRICT to be unreasonably high.

1 14. Advertise, award and administer a public works construction contract for
2 PROJECT at its sole cost and expense. Advertise PROJECT for bids pursuant to the applicable
3 provisions of the California Public Contract Code.

4 15. Provide DISTRICT with written notice (Attention: Special Project Section)
5 that CITY has awarded a public works construction contract for PROJECT. The written notice
6 shall include the Contractor's actual bid amounts for PROJECT, setting forth herein the
7 ORIGINAL BID amount.

8 16. In the event that PROJECT cost exceeds DISTRICT TOTAL
9 CONTRIBUTION ("EXCESS COST"), within thirty (30) days of awarding PROJECT as
10 outlined in Section I.2, pay Riverside Conservation Agency (RCA) CITY's contribution
11 percentage of the EXCESS COST, which is CITY's portion of the mitigation fee per the 2004
12 Implementing Agreement for MSHCP.

13 17. Prior to commencing PROJECT construction, furnish DISTRICT with final
14 mylar PROJECT plans and assign ownership of PROJECT plans to DISTRICT.

15 18. Invoice DISTRICT (Attention: Special Projects Section) for the payment of
16 INITIAL CONSTRUCTION CONTRIBUTION at the time of providing written notice of the
17 award of a construction contract as set forth in Section I.15.

18 19. Prior to commencing PROJECT construction, schedule and conduct a
19 mandatory pre-construction meeting between CITY, CITY's construction manager, CITY's
20 construction contractor(s), DISTRICT and other affected entities. CITY shall notify DISTRICT
21 (Attention: Special Projects Section) in writing at least twenty (20) days prior to conducting the
22 pre-construction meeting.

23 20. Furnish DISTRICT, at the time of providing written notice of intent to start
24 construction as set forth in Section I.19, with a construction schedule which shall show the order

1 and dates in which CITY or CITY's contractor proposes to carry on the various parts of work,
2 including estimated start and completion dates.

3 21. Construct or cause to be constructed, PROJECT pursuant to a CITY
4 administered public works construction contract, in accordance with IMPROVEMENT PLANS
5 approved by DISTRICT and CITY, and pay all costs associated therewith.

6 22. Inspect PROJECT construction or cause PROJECT's construction to be
7 inspected by its construction manager, and pay all costs associated therewith. In the event CITY
8 wishes to utilize DISTRICT's construction inspection, materials testing and construction survey
9 services, CITY shall provide DISTRICT with written notice (Attn: Special Projects Section)
10 requesting such services. However, CITY will continue to serve as construction contract manager.

11 23. Furnish, or cause its construction manager to furnish, all construction survey
12 and materials testing services necessary to ensure PROJECT construction is accomplished in
13 accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

14 24. Grant DISTRICT, by execution of AGREEMENT, the right to enter upon
15 property owned or controlled by CITY where necessary and convenient for the purpose of gaining
16 access to, and performing inspection service for, the construction of PROJECT.

17 25. Order the relocation of all other utilities installed by permit or franchise
18 within CITY rights of way which conflict with the construction of PROJECT and which must be
19 relocated at the utility company's expense.

20 26. Not permit any change to, or modification of, DISTRICT and CITY
21 approved IMPROVEMENT PLANS that would result in a change of functionality or
22 maintainability of PROJECT without DISTRICT's prior written permission and consent. Failure
23 to do so shall be deemed a material breach of this Agreement and shall authorize and constitute
24 authority for DISTRICT, at its sole discretion, to provide written notice to CITY that DISTRICT

1 is unable to perform its obligations hereunder due, either in whole or in part, to said breach of
2 AGREEMENT.

3 27. CITY shall not permit its construction contractor(s) to commence operations
4 until DISTRICT has been furnished with original certificate(s) of insurance and original certified
5 copies of endorsements and if requested, certified original policies of insurance including all
6 endorsements and any and all other attachments as required in this Section.

7 Without limiting or diminishing CITY's obligation to indemnify or hold
8 DISTRICT harmless, CITY shall require its construction contractor(s) to procure and maintain or
9 cause to be maintained, at its sole cost and expense, the following insurance coverage's during the
10 term of AGREEMENT:

11 A. Workers' Compensation:

12 If CITY's construction contractor(s) has employees as defined by the
13 State of California, CITY shall require its construction contractor(s) to
14 maintain statutory Workers' Compensation Insurance (Coverage A) as
15 prescribed by the laws of the State of California. Policy shall include
16 Employers' Liability (Coverage B) including Occupational Disease
17 with limits not less than \$1,000,000 per person per accident. Policy
18 shall be endorsed to waive subrogation in favor of DISTRICT and the
19 County of Riverside.

20 B. Commercial General Liability:

21 City shall require its construction contractor(s) to maintain Commercial
22 General Liability insurance coverage, including but not limited to,
23 premises liability, unmodified contractual liability, products and
24 completed operations liability, personal and advertising injury, and

1 cross liability coverage, covering claims which may arise from or out
2 of CITY's construction contractor(s) performance of its obligations
3 hereunder. Policy shall name DISTRICT, the County of Riverside, its
4 agencies, districts, special districts, and departments, their respective
5 directors, officers, Board of Supervisors, employees, elected or
6 appointed officials, agents or representatives as additional insureds.
7 Policy's limit of liability shall not be less than \$2,000,000 per
8 occurrence combined single limit. If such insurance contains a general
9 aggregate limit, it shall apply separately to AGREEMENT or be no less
10 than two (2) times the occurrence limit.

11 C. Vehicle Liability:

12 If CITY's construction contractor(s) vehicles or mobile equipment are
13 used in the performance of the obligations under this Agreement, then
14 CITY shall require its construction contractor(s) to maintain liability
15 insurance for all owned, non-owned or hired vehicles so used in an
16 amount not less than \$1,000,000 per occurrence combined single limit.
17 If such insurance contains a general aggregate limit, it shall apply
18 separately to this Agreement or be no less than two (2) times the
19 occurrence limit. Policy shall name DISTRICT, the County of
20 Riverside, its agencies, districts, special districts, and departments,
21 their respective directors, officers, Board of Supervisors, employees,
22 elected or appointed officials, agents or representatives as additional
23 insureds.

24 D. Professional Liability:

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CITY shall require its construction contractor(s) to maintain Professional Liability Insurance providing coverage for CITY's construction contractor(s) performance of work included within this AGREEMENT, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CITY's construction contractor(s) Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this AGREEMENT and CITY shall require its construction contractor(s) to purchase at its sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this AGREEMENT; or 3) demonstrate through Certificates of Insurance that CITY's construction contractor has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) will continue as long as the law allows.

E. General Insurance Provisions – All Lines:

- i. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the County Risk Manager. If the County Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

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ii. CITY shall require its construction contractor(s) to declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this AGREEMENT. Upon notification of self-insured retention deemed unacceptable to DISTRICT, and at the election of the County Risk Manager, CITY's construction contractor(s) carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this AGREEMENT with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

iii. CITY shall require its construction contractor(s) to cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to DISTRICT prior to any material

1 modification, cancellation, expiration or reduction in coverage of
2 such insurance. If CITY's construction contractor(s) insurance
3 carrier(s) policies does not meet the minimum notice requirement
4 found herein, CITY's construction contractor(s) shall cause
5 CITY's construction contractor(s) insurance carrier(s) to furnish
6 a 30 day Notice of Cancellation Endorsement. In the event of a
7 material modification, cancellation, expiration or reduction in
8 coverage, this AGREEMENT shall terminate forthwith, unless
9 DISTRICT receives, prior to such effective date, another properly
10 executed original certificate of insurance and original copies of
11 endorsements or certified original policies, including all
12 endorsements and attachments thereto, evidencing coverages set
13 forth herein and the insurance required herein is in full force and
14 effect. An individual authorized by the insurance carrier to do so
15 on its behalf shall sign the original endorsements for each policy
16 and the certificate of insurance.

17 iv. It is understood and agreed by the parties hereto that CITY shall
18 require its construction contractor(s) insurance to be construed as
19 primary insurance, and DISTRICT's insurance and/or deductibles
20 and/or self-insured retentions or self-insured programs shall not
21 be construed as contributory.

22 v. If, during the term of this AGREEMENT or any extension
23 thereof, there is a material change in the scope of services or there
24 is a material change in the equipment to be used in the

1 performance of the scope of work which will add additional
2 exposures (such as the use of aircraft, watercraft, cranes, etc.); or
3 the term of this AGREEMENT, including any extensions thereof,
4 exceeds five (5) years, DISTRICT reserves the right to adjust the
5 types of insurance required under this AGREEMENT and the
6 monetary limits of liability for the insurance coverages currently
7 required herein, if, in the County Risk Manager's reasonable
8 judgment, the amount or type of insurance carried by CITY's
9 construction contractor(s) has become inadequate.

10 vi. CITY shall require its construction contractor(s) to pass down the
11 insurance obligations contained herein to all tiers of
12 subcontractors working under this AGREEMENT.

13 vii. The insurance requirements contained in this AGREEMENT may
14 be met with a program(s) of self-insurance acceptable to
15 DISTRICT.

16 viii. CITY shall require its construction contractor(s) to notify
17 DISTRICT of any claim by a third party or any incident or event
18 that may give rise to a claim arising from the performance of this
19 AGREEMENT.

20 Prior to CITY issuing a Notice to Proceed to its construction contractor(s) to
21 begin construction of PROJECT, CITY shall require its construction contractor(s) to provide
22 DISTRICT with an original certificate of insurance evidencing the required insurance coverage
23 shall be provided to DISTRICT.

1 28. CITY shall require its construction contractor(s) to comply with all
2 Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe
3 working environment for all CITY and DISTRICT employees on the site.

4 29. CITY shall require its construction contractor(s) to furnish DISTRICT
5 (Attention: Construction Management Section) with a confined space procedure specific to
6 PROJECT. The procedure shall comply with requirements contained in California Code of
7 Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit
8 Required Confined Space and District confined Space Procedures, SOM-18. The procedure shall
9 be provided to DISTRICT no less than twenty (20) days prior to requesting that DISTRICT
10 perform a final inspection for acceptance of PROJECT. The procedure shall be reviewed and
11 approved by DISTRICT prior to conducting the final inspection.

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

14 31. Within two (2) weeks of completing PROJECT construction, provide
15 DISTRICT with written notice (Attention: Construction Management Section) that PROJECT
16 construction is substantially complete.

17 32. Upon completion of PROJECT construction and settlement of any
18 outstanding claims, provide DISTRICT with a copy of CITY's recorded Notice of Completion.

19 33. Upon completion of PROJECT construction, provide or cause its
20 construction manager to provide DISTRICT with appropriate engineering documentation
21 necessary to establish that PROJECT was constructed in accordance with DISTRICT and CITY
22 approved IMPROVEMENT PLANS.

23 34. Keep an accurate accounting of all PROJECT construction costs and include
24 this final accounting when invoicing DISTRICT for the CONTRACT ADMINISTRATION

1 CONTRIBUTION and CONSTRUCTION CHANGE ORDERS CONTRIBUTION as set forth
2 in Section I.35. The final accounting of construction costs shall include a detailed breakdown of
3 all costs, including but not limited to CITY's costs associated with administering the construction
4 contract, payment vouchers, DISTRICT approved change orders and other such construction
5 contract documents as may be necessary, to establish the actual cost of construction and its
6 associated CITY's contract administration cost for DISTRICT and CITY approved
7 IMPROVEMENT PLANS.

8 35. Upon completion of PROJECT as set forth in Section I.32, invoice
9 DISTRICT (Attention: Special Projects Section) for the remainder payment of TOTAL
10 CONSTRUCTION CONTRIBUTION as follows: i) ten percent (10%) of ORIGINAL BID as set
11 forth in Section I.15 for CONTRACT ADMINISTRATION CONTRIBUTION, and ii) up to
12 another additional ten percent (10%) of ORIGINAL BID for CONSTRUCTION CHANGE
13 ORDERS CONTRIBUTION provided, however, that DISTRICT TOTAL CONTRIBUTION
14 shall not exceed seven hundred sixty four thousand dollars (\$764,000).

15 36. Upon DISTRICT acceptance of PROJECT construction as being complete,
16 accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located
17 within CITY rights of way which must be performed at such time(s) that the finished grade along
18 and above the underground portions of PROJECT are improved, repaired, replaced or changed. It
19 being further understood and agreed that any such adjustments shall be performed at no cost to
20 DISTRICT.

21 SECTION II

22 DISTRICT shall:

- 23 1. Bound by the funding provisions contained in paragraphs G and H of the
24 recitals incorporated herein.

1 2. Act as a Responsible Agency under CEQA, taking all necessary and
2 appropriate action to comply with CEQA.

3 3. Review and approve CITY's PROJECT engineering design cost proposal and
4 associated design schedule.

5 4. Review and approve CITY's geotechnical report prior to CITY commencing
6 PROJECT design.

7 5. Pay CITY, within thirty (30) days after receipt of CITY's appropriate invoice
8 for DESIGN CONTRIBUTION as set forth in Section I.8.

9 6. Review and approve IMPROVEMENT PLANS prior to CITY's advertising
10 PROJECT for construction bids.

11 7. Pay CITY, within thirty (30) days after receipt of CITY's appropriate invoice,
12 for remainder of DESIGN CONTRIBUTION and if applicable, DESIGN ADMINISTRATION
13 CONTRIBUTION, as set forth in Sections I.7 and I.10.

14 8. Review and approve, as appropriate, all necessary REGULATORY
15 PERMITS and rights of way documents prior to CITY advertising PROJECT for bids.

16 9. Within seven (7) calendar days following CITY's public works construction
17 bid opening, review and approve or reject bids for construction of PROJECT. DISTRICT may
18 only reject bids found by DISTRICT to be unreasonably high. DISTRICT shall not unreasonably
19 withhold approval of contract.

20 10. Pay CITY, within thirty (30) days after receipt of CITY's appropriate invoice
21 for INITIAL CONSTRUCTION CONTRIBUTION as set forth in Section I.18.

22 11. Within thirty (30) days of CITY awarding PROJECT construction contract,
23 pay MSHCP CONTRIBUTION to Riverside Conservation Agency (RCA) which is DISTRICT's
24 portion of the mitigation fee per the 2004 Implementing Agreement for the MSHCP which is

1 either the lesser of (i) three percent (3%) of INITIAL CONSTRUCTION CONTRIBUTION or
2 (ii) three percent (3%) of the INITIAL CONSTRUCTION CONTRIBUTION, less the value of
3 the applicable project specific mitigation.

4 12. Conduct periodic inspections of PROJECT construction for quality control
5 purposes at its sole cost and provide any comments to CITY's designated PROJECT construction
6 inspector.

7 13. At the written request by CITY, DISTRICT shall provide all necessary
8 construction inspection, materials testing and construction survey services for PROJECT and
9 assist CITY as needed with the administration of PROJECT's construction contract. DISTRICT
10 hereby agrees to pay all DISTRICT costs associated with the inspection of PROJECT
11 construction, as set forth herein.

12 14. Upon receipt of CITY's written notice that PROJECT construction is
13 substantially complete, conduct a final inspection of PROJECT.

14 15. Pay CITY, within thirty (30) days after receipt of CITY's appropriate invoice,
15 for remainder of TOTAL CONSTRUCTION CONTRIBUTION as set forth in Sections I.34 and
16 I.35, provided, however, that DISTRICT TOTAL CONTRIBUTION shall not exceed a total sum
17 of seven hundred sixty four thousand dollars (\$764,000).

18 SECTION III

19 It is further mutually agreed:

20 1. DISTRICT TOTAL CONTRIBUTION shall not exceed a total sum of seven
21 hundred sixty four thousand dollars (\$764,000) and shall be used by CITY solely for the purpose
22 of designing and constructing PROJECT as set forth herein.

23 2. Except as otherwise provided herein, all construction work involved with
24 PROJECT shall be inspected by CITY, or its construction manager, but shall not be deemed

1 complete until DISTRICT and CITY mutually agree that construction is completed in accordance
2 with DISTRICT and CITY approved IMPROVEMENT PLANS.

3 3. DISTRICT personnel may observe and inspect all work being done on
4 PROJECT but shall provide any comments to CITY personnel, or its construction manager, who
5 shall be solely responsible for all communications with CITY's construction contractor(s).

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

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

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

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

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

11 RIVERSIDE COUNTY FLOOD CONTROL
12 AND WATER CONSERVATION DISTRICT
13 1995 Market Street
14 Riverside, CA 92501
15 Attn: Chief of Planning Division
16

CITY OF EASTVALE
12363 Limonite Avenue #910
Eastvale, CA 91752
Attn: Joe Indrawan
Public Works Department

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

20
21 10. This Agreement is the result of negotiations between the parties hereto, and
22 the advice and assistance of their respective counsel. The fact that this Agreement was prepared
23 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty
24 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
25 prepared this Agreement in its final form.

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

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

5 13. DISTRICT and CITY each pledge to cooperate in regard to the operation and
6 maintenance of their respective facility as set forth herein and to discharge their respective
7 maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance
8 condition or undue maintenance impact upon the others' facility.

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

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

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

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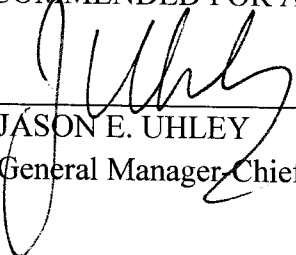
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

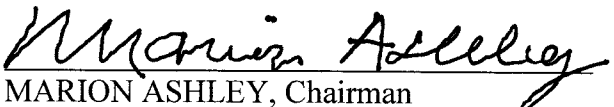
JUN 05 2018

(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

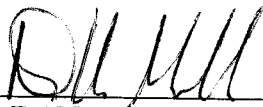
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By  5/23/18
DANIELLE MALAND
Deputy County Counsel

By 
Deputy

(SEAL)


Cooperative Funding Agreement with City of Eastvale
Eastvale MDP Line H Extension
Eastvale Line H Lateral
Project No. 2-6-10026
03/01/18
TRI:blm

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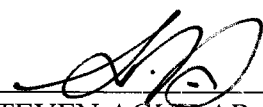
RECOMMENDED FOR APPROVAL:

CITY OF EASTVALE

By *Michael Nissen*
~~MICHAEL NISSEN~~
City Manager
Michele Nissen

By 
CLINT LORIMORE
Mayor

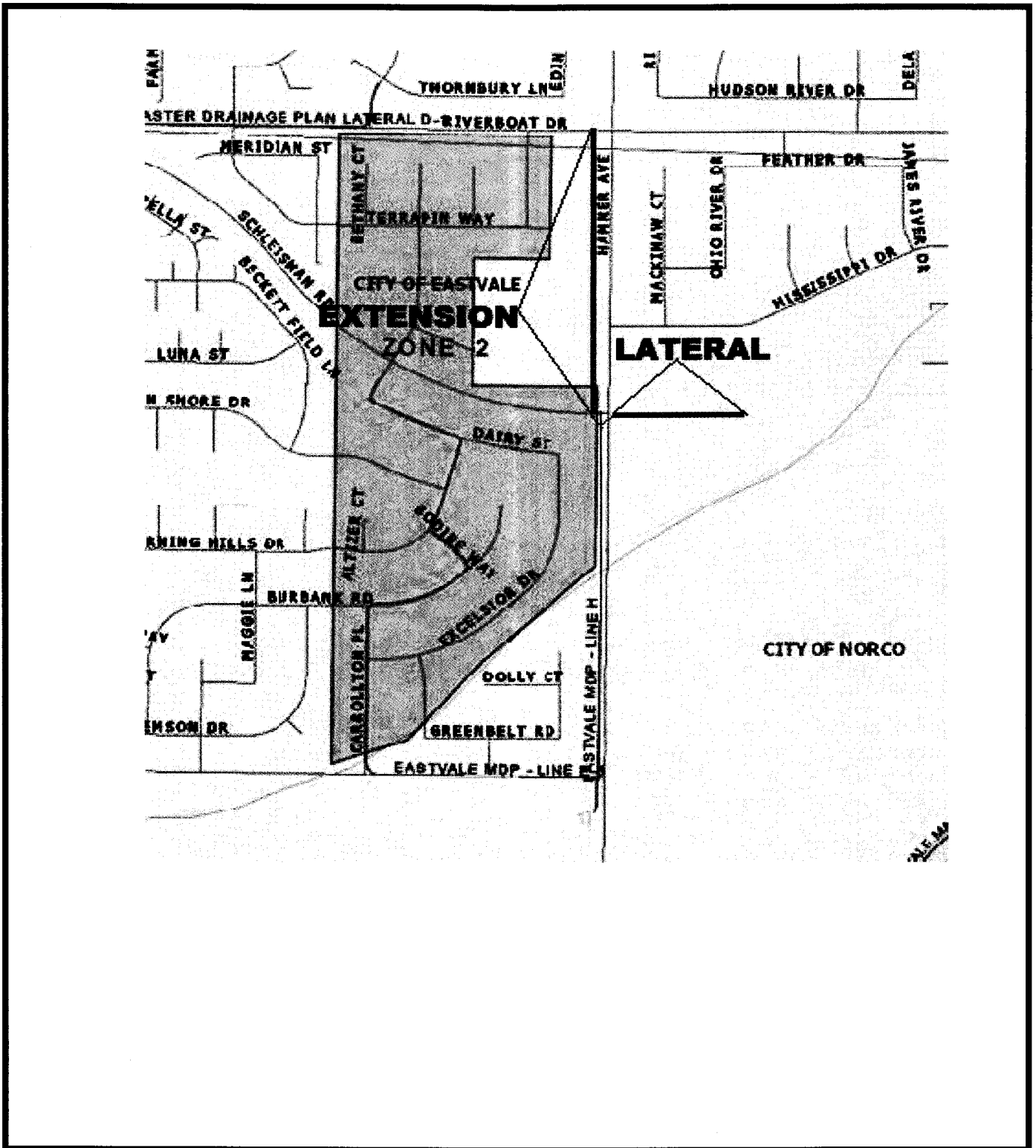
ATTEST:

By 
STEVEN AGUILAR
~~Deputy~~ City Clerk
Assistant

(SEAL)

Cooperative Funding Agreement with City of Eastvale
Eastvale MDP Line H Extension
Eastvale Line H Lateral
Project No. 2-6-10026
03/01/18
TRI:blm

Exhibit A



COOPERATIVE FUNDING AGREEMENT

Eastvale MDP Line H Extension

Eastvale Line H Lateral

Project 2-6-10026

Page 1 of 1