

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



ITEM: 11.3
(ID # 13464)

MEETING DATE:
Tuesday, October 06, 2020

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Funding Agreement between the Riverside County Flood Control and Water Conservation District and the City of San Jacinto for the San Jacinto Valley MDP Line D-2 Extension (Hewitt Street Storm Drain), Project No. 4-8-09102, CEQA Exempt, District 3. [Not-to-Exceed \$473,800 – District Zone 4 Funding - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Funding Agreement is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Approve the Funding Agreement ("Agreement") between the Riverside County Flood Control and Water Conservation District ("District") and the City of San Jacinto ("City");
3. Authorize the Chairwoman of the Board to execute the Agreement documents on behalf of the District; and
4. Direct the Clerk of the Board to return three (3) fully executed original Funding Agreement documents to the District.

ACTION: Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

9/24/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: October 06, 2020
xc: Flood

Kecia R. Harper
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 | \$ 473,800 | \$ 0 | \$ 473,800 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: Zone 4 Funds 100% (See Additional Fiscal Information) | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 20/21 – 24/25 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Funding Agreement ("Agreement") sets forth the terms and conditions by which the District will contribute up to Four Hundred Sixty Thousand Dollars (\$460,000) in funding to the City of San Jacinto for construction of the San Jacinto Valley MDP Line D-2 Extension (Hewitt Street Storm Drain) ("Project") as part of a City-administered public works construction contract. Upon completion of construction, the City will accept sole responsibility for the ownership, operation, and maintenance of the facility.

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

Environmental Findings

The Agreement is exempt from CEQA pursuant to Guidelines Section 15061(b)(3), which states "The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The Agreement does not authorize to any extent whatsoever actual physical development of the underlining property. Such development, if it occurs at all, will be the result of subsequent actions subject to further public agency approvals and CEQA review by the City of San Jacinto. Because the Agreement is merely for the funding of construction of an underground storm drain, it can be seen with certainty that there is no possibility that the Agreement will have a significant effect on the environment. Therefore, nothing further is required under CEQA.

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 alleviate ongoing flooding concerns to the residents in the city of San Jacinto area by reducing runoff on Hewitt Street from the Park Avenue basin. The residents and businesses of city of San Jacinto are the primary beneficiaries of the project. Ancillary benefits will accrue to the public who will utilize the roadways.

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

Additional Fiscal Information

The District is providing up to \$460,000 in funding to the City for the project. Sufficient funding is available in the District's Zone 4 budget for FY 2020/21.

Funding Summary:

| | |
|---|------------|
| Estimated Project Contribution | \$ 460,000 |
| Maximum District Contribution to the City | \$ 460,000 |
| Estimated MSHCP Mitigation Fee (3% of Estimated Construction Contribution) | \$ 13,800 |
| Total Estimated District Cost | \$ 473,800 |


SOURCE OF FUNDS: (Continued)

- 25140-947460-536200 Contribution to Non-County Agency – Zone 4
- 25140-947460-523220 License and Permits – Zone 4

ATTACHMENT:

1. Vicinity Map
2. Funding Agreement

AK:blm
P8/233342


Jason Farin, Principal Management Analyst 9/29/2020


Gregory L. Priamos, Director County Counsel 9/25/2020

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



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
October 6, 2020

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Funding Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Jacinto for the San Jacinto Valley MDP Line D-2 Extension (Hewitt Street Storm Drain), Project No. 4-8-09102, CEQA Exempt, District 3. [Not-to-Exceed \$473,800 – District Zone 4 Funding - 100%]

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JASON E. UHLEY
General Manager-Chief Engineer

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office) |
|-----------------|----------------------|-------------------|-------------|---------------|--|
| COST | \$ 473,800 | \$ 0 | \$ 473,800 | \$ 0 | Consent <input type="checkbox"/> Policy <input type="checkbox"/> |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 | |

| | |
|--|---------------------------------------|
| SOURCE OF FUNDS: Zone 4 Funds 100% (See Additional Fiscal Information) | Budget Adjustment: No |
| | For Fiscal Year: 20/21 – 24/25 |

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

Departmental Concurrence

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: _____ **District:** _____ **Agenda Number:** _____

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

FORM 11: FLOOD CONTROL DISTRICT: Approval of the Funding Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Jacinto for the San Jacinto Valley MDP Line D-2 Extension (Hewitt Street Storm Drain), Project No. 4-8-09102, CEQA Exempt, District 3. [Not-to-Exceed \$473,800 – District Zone 4 Funding - 100%]

DATE: October 6, 2020

PAGE: Page 2 of 2

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ATTACHMENT:

1. Vicinity Map
2. Funding Agreement

AK:blm
P8/233342

Mustafa, Rohini

From: Gunzel, Synthia
Sent: Tuesday, September 15, 2020 5:50 PM
To: Mustafa, Rohini
Cc: Massie, Rita; Kilgo, Angela
Subject: RE: AATF request for Line D-2 extension
Attachments: Final Funding Agreement San Jacinto Valley MDP Line D-2 Ext (Hewitt) AAT....pdf

Attached is the Funding Agreement approved as to form. Please contact me should you have any questions. Thank you.

Synthia M. Gunzel
Chief Deputy County Counsel
Contracts, Public Works & Finance Division
County of Riverside
Phone: (951) 955-6300
Fax: (951) 955-6363
Email: smgunzel@rivco.org

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From: Mustafa, Rohini
Sent: Tuesday, September 15, 2020 4:32 PM
To: Gunzel, Synthia <SMGunzel@RIVCO.ORG>
Cc: Massie, Rita <RMassie@RIVCO.ORG>; Kilgo, Angela <AKilgo@RIVCO.ORG>
Subject: AATF request for Line D-2 extension

Dear Synthia,

Please approve the attached funding agreement. We just received the signatures from the city of San Jacinto.

I will send an updated priority table.

Thank you,
Rohini

From: Cassandra Sanchez <cassandra@trilakeconsultants.com>
Sent: Tuesday, September 15, 2020 4:20 PM
To: Mustafa, Rohini <RoMustaf@rivco.org>
Subject: Fw: Cooperative Agreement signatures

FUNDING AGREEMENT

San Jacinto Valley MDP Line D-2 Extension (Hewitt Street Storm Drain)
Project No. 4-8-09102

This Funding Agreement ("Agreement"), dated as of October 6, 2020, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic, ("DISTRICT") and the City of San Jacinto, a municipal corporation, ("CITY"). DISTRICT and CITY are individually referred to herein as "party" and collectively referred to herein as "parties". The parties hereto hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for and CITY has plans to design, construct, operate and maintain Hewitt Street Line D-2 Extension ("LINE D-2") from Commonwealth Avenue to Park Avenue. Upon construction completion, LINE D-2 will provide 10-year flood protection for the residents and reduce runoff on Hewitt Street in the City of San Jacinto; and

B. LINE D-2, as identified in the DISTRICT's San Jacinto Valley Master Drainage Plan ("MDP") Line D, project consists of approximately 2,488 lineal feet of various underground sized storm drain systems, as shown in concept in blue on Exhibit "A" attached hereto and made a part hereof. LINE D-2 is hereinafter called "CITY's FACILITY". At the downstream terminus, CITY's FACILITY connects to existing DISTRICT facility as shown on DISTRICT Drawing No. 4-0551, as shown in concept in dashed red on Exhibit "A"; and

C. Associated with the construction of CITY's FACILITY, are the catch basins, manholes, a transition structure, and associated traffic loop detectors, which are hereinafter called "CITY's APPURTENANCES"; and

D. Together, CITY's FACILITY and CITY's APPURTENANCES are hereinafter called "PROJECT"; and

E. Associated with the construction of PROJECT are the street improvements including, but not limited to, the installation of a sidewalk, curb and gutters, minor turning lane

widening, and associated pavement rehabilitation, hereinafter called "STREET IMPROVEMENTS"; and

F. CITY plans to advertise, award and administer a public works construction contract for PROJECT during Fiscal Year 2020/2021; and

G. DISTRICT is willing to review and inspect any CITY's proposed storm drain connections to the DISTRICT maintained facilities; and

H. DISTRICT wishes to support CITY's efforts to construct PROJECT by providing a financial contribution toward PROJECT's construction costs; and

I. DISTRICT's contributions shall be as follows subject to the not to exceed amount provided in Recital J below:

i. One hundred percent (100%) of the lowest responsible bid contract price, excluding the price of any STREET IMPROVEMENTS not associated with the PROJECT ("CONSTRUCTION CONTRIBUTION"), plus an additional ten percent (10%) of the lowest responsible bid price to offset CITY's administrative costs associated with construction contract administration and other typical ancillary costs related to the delivery of PROJECT ("CONTRACT ADMINISTRATION CONTRIBUTION"), plus an additional ten percent (10%) for construction contract change orders ("CONSTRUCTION CHANGE ORDERS CONTRIBUTION").

J. Together, CONSTRUCTION CONTRIBUTION, CONTRACT ADMINISTRATION CONTRIBUTION and CONSTRUCTION CHANGE ORDER CONTRIBUTION are hereinafter called "TOTAL DISTRICT CONTRIBUTION". TOTAL DISTRICT CONTRIBUTION for PROJECT shall not exceed a total of Four Hundred Sixty Thousand Dollars (\$460,000); and

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

L. The purpose of this Agreement is to memorialize the mutual understandings by and between CITY and DISTRICT with respect to the construction, ownership, operation and maintenance of PROJECT and the payment of TOTAL DISTRICT CONTRIBUTION.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and 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. Upon execution of this Agreement, advertise, award, and administer a Public Works construction contract of the bids for PROJECT pursuant to the applicable provisions of the California Public Contract Code. At the time of advertising for bids, provide DISTRICT with a copy of PROJECT plans, specifications, bid documents and any subsequent addenda thereto. If the bid documents include items associated with any STREET IMPROVEMENTS not associated with the PROJECT, CITY shall separate such bid items.

3. Provide DISTRICT with written notice (Attention: Contract Services Section) that CITY has awarded a public works construction contract for PROJECT. The written notice shall include the Contractor's actual bid amounts for PROJECT, setting forth the lowest responsible bid contract amount.

4. Prior to commencing construction of PROJECT for any connections to DISTRICT facilities as set forth in Recital B, obtain a no fee encroachment permit from DISTRICT, pursuant to its rules and regulations and comply with all provisions set forth therein.

5. Issue a first invoice to DISTRICT (Attention: Contract Services Section) for one hundred percent (100%) of the CONSTRUCTION CONTRIBUTION at the time of providing written notice of the award of a construction contract, as set forth in Section I.3
6. Construct or cause to be constructed PROJECT pursuant to a CITY administered public works construction contract in accordance with IMPROVEMENT PLANS.
7. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager.
8. Grant DISTRICT, by execution of this Agreement, the right to enter upon property owned or controlled by CITY where necessary and convenient for the purpose of gaining access to and performing inspection service for any CITY's proposed storm drain connections to the DISTRICT maintained facilities.
9. Procure or caused to be procured insurance coverages during the term of this Agreement. CITY shall require its PROJECT construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Prior to CITY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. At minimum, the procured insurance coverages should adhere to the DISTRICT's required insurance provided in EXHIBIT "B", attached hereto and made a part hereof.
10. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all CITY and DISTRICT employees on the site.
11. Upon completion of PROJECT construction and CITY's acceptance thereof, accept ownership and sole responsibility for the design, operation and maintenance of PROJECT.

12. Upon completion of PROJECT construction, provide DISTRICT with a copy of CITY's Notice of Completion.

13. Keep an accurate accounting of all PROJECT costs along with the CITY's CONSTRUCTION ADMINISTRATION CONTRIBUTION and provide this accounting to DISTRICT with CITY's Notice of Completion, as set forth in Section I.12. The final accounting of construction costs shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, CITY approved change orders and other such construction contract documents as may be necessary, to establish the actual cost of construction for the DISTRICT and CITY approved IMPROVEMENT PLANS.

14. Upon Notice of Completion, issue a second invoice to DISTRICT for ten percent (10%) of the CITY's CONSTRUCTION ADMINISTRATION CONTRIBUTION and if applicable, ten percent (10%) of the CITY's CONSTRUCTION CHANGE ORDERS CONTRIBUTION, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed Four Hundred Sixty Thousand Dollars (\$460,000).

SECTION II

DISTRICT shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA for PROJECT.
2. Review the IMPROVEMENT PLANS in accordance with the applicable DISTRICT and CITY standards and approve prior to advertising PROJECT for construction bids.
3. Issue a no fee encroachment permit ("Encroachment Permit") for the construction of PROJECT facilities as set forth in Recital B, in accordance with the approved IMPROVEMENT PLANS and subject to the provisions set forth in DISTRICT's Encroachment Permit.

4. Within thirty (30) days of receiving of CITY's first invoice, pay one hundred percent (100%) of CITY's CONSTRUCTION CONTRIBUTION, as set forth in Section I.5.

5. Within thirty (30) days after receipt of CITY's second invoice, pay ten percent (10%) of the CITY's CONSTRUCTION ADMINISTRATION CONTRIBUTION, and if applicable, pay ten percent (10%) of CITY's CONSTRUCTION CHANGE ORDERS CONTRIBUTION, as set forth in Section I.14, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Four Hundred Sixty Thousand Dollars (\$460,000). CITY shall be responsible to pay any amounts in excess of TOTAL DISTRICT CONTRIBUTION.

SECTION III

It is further mutually agreed:

1. Notwithstanding any other provision herein, this Agreement's TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Four Hundred Sixty Thousand Dollars (\$460,000); and shall be used by CITY solely for the purpose of construction of said PROJECT as set forth herein. No additional funding whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications, extensions or repairs.

2. In the event the actual construction cost for PROJECT is less than the CONSTRUCTION CONTRIBUTION, CITY shall refund the difference to DISTRICT within thirty (30) days of filing the Notice of Completion for PROJECT.

3. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the design, construction, ownership, operation or maintenance of PROJECT.

4. CITY shall indemnify, defend, save and hold harmless DISTRICT and the County of Riverside (including their agencies, 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, elected and appointed officials, 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 fees; or (d) any other element of any kind or nature whatsoever. This section shall survive any termination of this Agreement until the statute of limitations period has run for any claims that could be asserted under this Agreement.

5. 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.

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

7. 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 of action based upon the provisions of this Agreement.

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

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Contracts Services Section

CITY OF SAN JACINTO
166 East Main Street, Ste 2
San Jacinto, CA 92583
Attn: Stuart McKibbin

9. 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.

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

11. The obligations 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 forth coming for any reason, DISTRICT shall immediately notify CITY in writing. AGREEMENT shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by CITY.

12. 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 or written, in connection therewith. This Agreement may be amended, changed or modified only upon the written consent of the parties hereto.

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

14. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this.

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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

October 6, 2020

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By *J. Uhley*
JASON E. UHLEY
General Manager-Chief Engineer

By *Karen S. Spiegel*
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

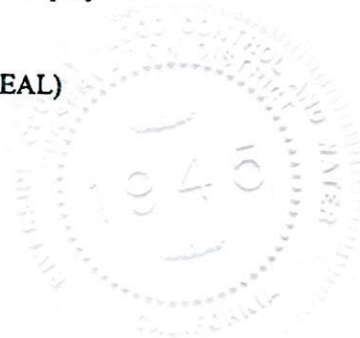
GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By *Synthia M. Gunzel*
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By *Priscilla Raso*
Deputy

(SEAL)



Funding Agreement: City of San Jacinto
San Jacinto Valley MDP Line D-2 Extension (Hewitt Street Storm Drain)
07/27/2020
AK:blm

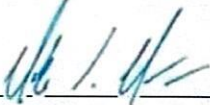
RECOMMENDED FOR APPROVAL:

CITY OF SAN JACINTO

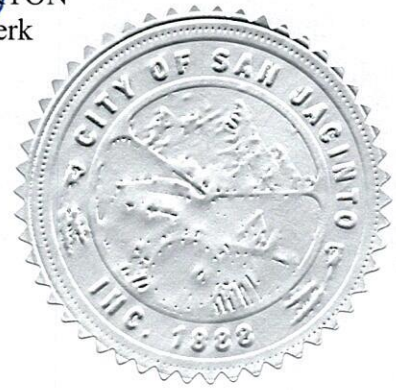
By 
ROBERT A. JOHNSON
City Manager

APPROVED AS TO FORM:

ATTEST:

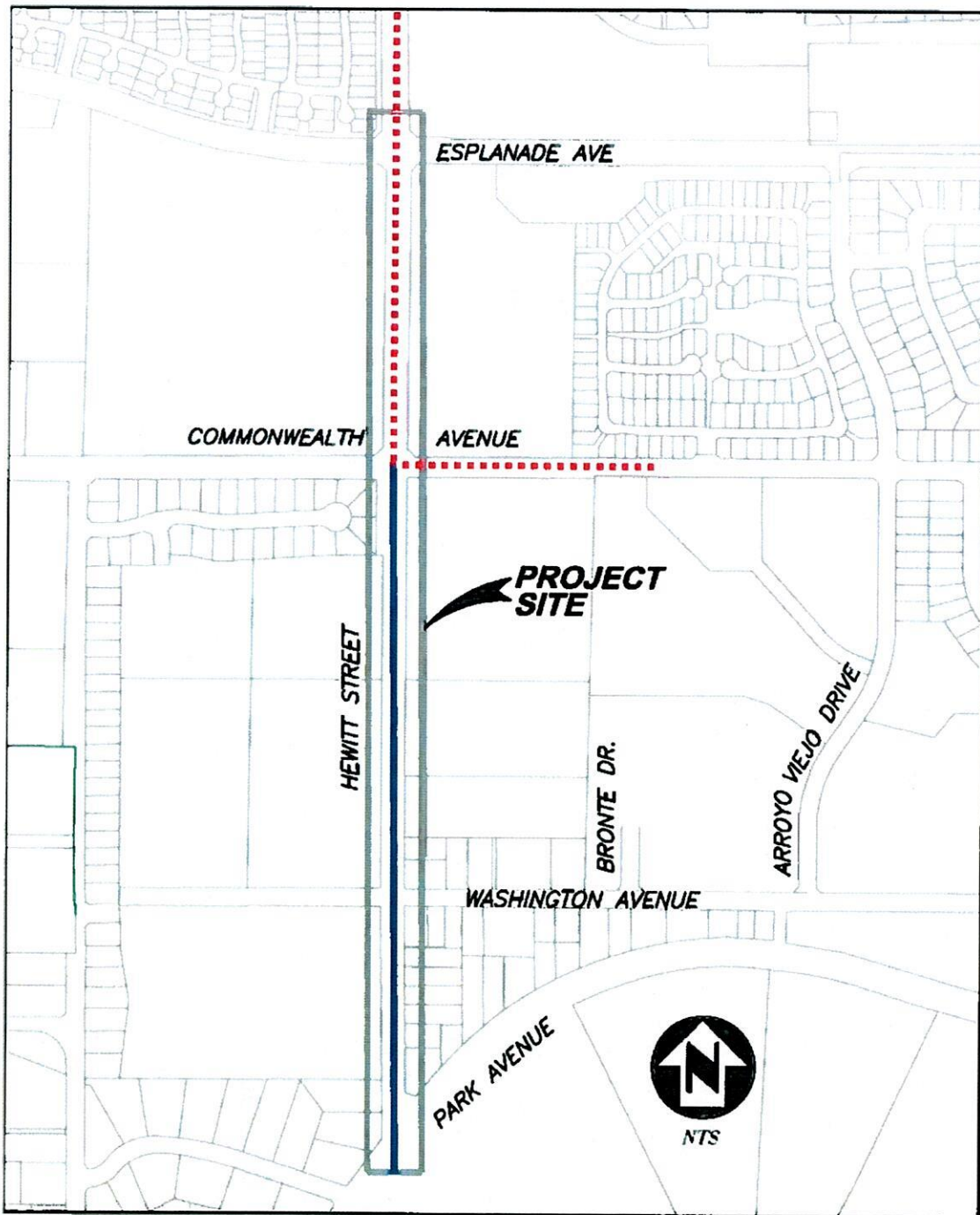
By 
MICHAEL J. MAURER
City Attorney

By 
SHERRY MORTON
Interim City Clerk



Funding Agreement: City of San Jacinto
San Jacinto Valley MDP Line D-2 Extension (Hewitt Street Storm Drain)
07/27/2020
AK:blm

EXHIBIT "A"



COOPERATIVE AGREEMENT

San Jacinto MDP Line D-2 Extension (Hewitt Street Storm Drain)

Project No. 4-8-09102

Page 1 of 1

EXHIBIT "B"

DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing CITY's obligation to indemnify or hold DISTRICT harmless, CITY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:

If CITY has employees as defined by the State of California, CITY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CITY's performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CITY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. Professional Liability:

CITY shall cause any architect or engineer retained by CITY in connection with the performance of CITY's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. CITY shall require that, if such Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of

EXHIBIT "B"

this Agreement and that such architect or engineer shall purchase at such architect or engineer's 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 such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

- a. 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 DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CITY must 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 DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, CITY'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.
- c. CITY shall cause their insurance carrier(s) or its contractor's 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 DISTRICT 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 the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If CITY insurance carrier(s) policies does not meet the minimum notice requirement found herein, CITY shall cause CITY's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

EXHIBIT "B"

- d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.
- e. It is understood and agreed by the parties hereto that CITY's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CITY has become inadequate.
- g. CITY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.
- i. CITY agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.