

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.35  
(ID # 18523)

MEETING DATE:  
Tuesday, April 26, 2022

FROM : OFFICE OF ECONOMIC DEVELOPMENT:

SUBJECT: OFFICE OF ECONOMIC DEVELOPMENT: Approve and Execute the Inter-Agency Funding Agreement Between the County of Riverside and City of Riverside for the Van Buren Boulevard Sewer Improvement Project. 1st District. [\$6,440,000 Total Cost - Flood Control District Zone 2 Funding - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Inter-Agency Funding Agreement Between the County of Riverside and City of Riverside for the Van Buren Boulevard Sewer Improvement Project; and
2. Authorize the Chair of the Board of Supervisors to Execute the Inter-Agency Funding Agreement on behalf of the County.

ACTION:Policy

*Suzanne Holland*  
Suzanne Holland, Director of Office of Economic Development

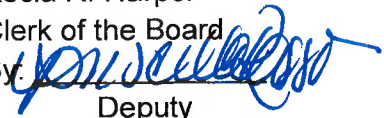
4/5/2022

---

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Perez, and Hewitt  
Nays: None  
Absent: Washington  
Date: April 26, 2022  
xc: O.E.D.

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE 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>	\$ 0	\$ 3,220,000	\$ 6,440,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Flood Control District Zone 2 Funding			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 22/23 - 24/25	

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

**BACKGROUND:**

**Summary**

The County of Riverside is partnering with the City of Riverside's Public Works department to complete an extension of the sanitary sewer system along the Van Buren corridor. Van Buren Boulevard is a major transportation arterial between the 91 and 215 freeways crossing the jurisdictions of both the County and City. There are significant development challenges within the portion of the Van Buren corridor between Wood Road and King Avenue due to a lack of sanitary sewer infrastructure. The general area of Van Buren Boulevard near the southern boundary of the City and unincorporated community of Woodcrest has generally relied on individual septic systems for wastewater disposal which are not adequate to support current or anticipated growth due to water quality concerns and physical factors impacting septic system performance.

The Project has a cost estimate of \$14 million. 46% of the project area is located in unincorporated Riverside County; therefore, the cost share for this project will be 54% (\$7,560,000) City and 46% (\$6,440,000) County. Expansion of sanitary sewer to this region will potentially provide environmental benefits and serve future commercial properties, including Woodcrest Elementary, the only remaining Riverside Unified School District school on a septic system. Stakeholders have been engaged through this process and some have provided letters of support, particularly the Woodcrest Municipal Advisory District, Riverside Chamber of Commerce, the Riverside Unified School District, Stater Brothers, the KZ Companies LLC, Riverside County Flood Control and Water Conservation District ("District"), County of Riverside Department of Environmental Health, and Ward 4 Councilmember as the Project is considered a catalyst for economic growth.

Approximately 340 acres of undeveloped and underdeveloped property within the project limits would benefit from this project. Sanitary sewer allows for maximum use of an undeveloped lot and can spur redevelopment. Septic systems can be limited by inadequate or inappropriate soils, excessive slopes, or high ground water tables which can influence or limit large development projects. Sewer connection and monthly service fees collected from new and existing commercial development on and near Washington Street would help offset project investment within a 20 to 25-year period. Sewer lines have a service life up to 100 years which brings stability to the area and expands services to new customers. The expansion of services

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

would secure new customers and generate increased funding for continued system financial health, operation, maintenance and repair which are consistent with good utility practice. Indirect benefits can also include increased property values, new jobs, and increased sales tax associated with new commercial development.

The project is located on Van Buren Boulevard between King Avenue and Wood Road and is fully within the Western Municipal Water District (WMWD) and the City sewer service areas, which overlap. The specific sewer service boundaries between the City and WMWD are governed by interagency agreements. While some parcels are outside of the City's municipal boundaries, they are within the sewer service boundaries. In 2010, WMWD pursued a sewer project in this area, but in 2012, it dissolved the assessment district due to legal challenges that prevented them from securing bond funds to construct the projects. In 2015, WMWD and the City of Riverside conducted Cost of Sewer Analysis studies which concluded that construction costs were similar between the two agencies, but the City has lower sewer connection and monthly service fees. WMWD conceded that due to the rate structure, the City should take the lead to construct the project as sewer connection and monthly service cost savings will be passed on to customers.

Due to the benefits and potential service cost savings, the County anticipates that many businesses and property owners within the project limits would connect to the public sewer. Nonetheless, businesses that do not construct significant tenant improvements nor wish to connect to the sewer line will not be required to do so. Through public and stakeholder engagement, the project is anticipated to meet a strong need for a public sewer in the area to spur economic growth, better serve two schools, protect the environment, and help improve the quality of life of the local community in both City and County unincorporated areas.

The City of Riverside City Council approved the Interagency Funding Agreement on April 5, 2022.

County Counsel has approved the Interagency Funding Agreement as to legal form.

**Impact on Residents and Businesses**

The installation of sanitary sewer within this zone would serve the existing community by providing environmental benefits, and infrastructure for future economic growth. By partnering with the City, Riverside County will be able to connect unincorporated businesses and residential communities to the City's system for regional sewer collection, transmission, and treatment.

**Additional Fiscal Information**

The County's portion of costs associated with this Project will be funded utilizing Flood Control District Zone 2 Funding, which is proposed to be secured pursuant to a separate funding agreement with the Riverside County Flood Control District that is set for Board consideration on this same date, April 26, 2022. Fifty percent (50%) of County's contribution is due to the City

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

within thirty (30) days' notice of award of construction contract. The remaining contribution is due within thirty (30) days of issuance of Notice of Completion.

**Attachments:**

Interagency Funding Agreement  
Exhibit A (Vicinity Map)

SH;AJ;RM;mf  
G:\CFD\Van Buren\MOU\Form 11\Van Buren Sewer Interagency Funding Agreement F11.doc

VAN BUREN BOULEVARD SEWER IMPROVEMENTS PROJECT  
INTERAGENCY FUNDING AGREEMENT

This Interagency Funding Agreement (hereinafter, "Agreement") is made and entered into this 26<sup>TH</sup> day of April, 2022, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, (hereinafter "CITY") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (hereinafter "COUNTY").

RECITALS

A. WHEREAS, Van Buren Boulevard is a major transportation arterial between the 91 and 215 freeways crossing the jurisdictions of both the COUNTY and CITY.

B. WHEREAS, the section of Van Buren Boulevard between Dauchy Avenue and King Avenue faces development challenges due to the lack of a public sanitary sewer system.

C. WHEREAS, the Van Buren Boulevard Sewer Improvements Project ("Project") is generally defined, as shown in Exhibit A, as the construction of a gravity sewer main within Van Buren Boulevard, the construction of a lift station on the north easterly corner of Krameria Avenue and Washington Street, and the construction of a force main to carry effluent and join into the CITY's gravity sewer system at Wood Road. The Project's general sewer service area is for frontage parcels along Van Buren Boulevard from Wood Road to King Avenue.

D. WHEREAS, the CITY and COUNTY have mutually agreed that the Project area requires a sanitary sewer system be constructed to mitigate failing private septic systems and to create infrastructure for future economic development.

E. WHEREAS, in 2015, the COUNTY coordinated with the CITY and Western Municipal Water District (WMWD) for cost proposals to serve the Project area with a sanitary sewer system. Based upon this exercise, property owners would pay significantly less in connection fees if the Project was constructed and maintained by the CITY.

F. WHEREAS, CITY provides regional sewer collection, transmission, and treatment services within areas of Riverside County, and whose boundaries include the City of Riverside and neighboring unincorporated communities of the County of Riverside.

G. WHEREAS, the Project facilities will consist of backbone infrastructure designed to accommodate wastewater flows generated from, but not limited to, current and future commercial, industrial, residential, and public facilities, and other sources.

H. WHEREAS, the COUNTY was tasked with resolving the financial constraints of the proposed Project and to represent those property owners within the unincorporated area of the COUNTY.

I. WHEREAS, CITY will be awarding contracts in the approximate amount of fourteen million dollars (\$14,000,000) for construction of the Project.

J. WHEREAS, the COUNTY is proposing to assist the CITY by providing a funding mechanism to offset the costs for the COUNTY's unincorporated section of the Project. The cost for the COUNTY's unincorporated section of the Project is estimated to be forty-six percent (46%) of the total Project cost.



K. WHEREAS, the purpose of this Agreement is to set forth the terms and conditions whereby the COUNTY will contribute six million four hundred forty thousand dollars (\$6,440,000) toward CITY's construction of the Project infrastructure.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereby agree as follows:

1. Incorporation of Recitals and Project Construction:

The Recitals set forth above are incorporated into and are made a part of this Agreement. The CITY shall be solely responsible for designing, constructing, owning, and maintaining the Project improvements. The CITY, in its sole discretion, may make any changes necessary to the portion of the Project within CITY's jurisdiction; however, CITY shall not make any changes to the portion of the Project within the unincorporated territory of the County of Riverside without the COUNTY's prior written consent, which shall not be unreasonably withheld. The COUNTY shall provide either written consent or the reason why consent will not be given within two (2) weeks of the CITY's notification of any such proposed changes. For the avoidance of doubt, no changes to the Project shall increase the County Contribution (as defined below) without a written amendment to this Agreement.

2. Agreement:

COUNTY, hereby, agrees to pay CITY six million four hundred forty thousand dollars (\$6,440,000) toward CITY's construction of the Project generally depicted on Exhibit A, hereto. Such payment, made by COUNTY, shall be used by CITY for the sole purpose of offsetting construction costs of the portions of Project within unincorporated territory of the County of Riverside. CITY shall reimburse COUNTY the portion of connection fees collected from properties in the unincorporated territory of the County of Riverside deemed to cover capital improvement costs. Payments by COUNTY and CITY shall be paid in accordance with the following schedule:

A. In Accordance with Project Construction - six million four hundred forty thousand dollars (\$6,440,000) payable by COUNTY to CITY

- i. COUNTY shall pay CITY six million four hundred forty thousand dollars (\$6,440,000) to assist with Project costs ("County Contribution").
- ii. COUNTY shall pay CITY fifty percent (50%) of the County Contribution within thirty (30) days' notice of the CITY's award of a construction contract.
- iii. COUNTY shall pay CITY the remaining fifty percent (50%) of the County Contribution within thirty (30) days of issuance of the Notice of Completion for the Project.

B. In Accordance with the Collection of Connection Fees – payable by CITY to COUNTY

- i. CITY shall pay COUNTY, as a reimbursement of the Project constructions costs paid by COUNTY to CITY, the portion of connection fees collected within the Project's unincorporated area of the County of Riverside to cover capital improvement costs, as determined by the CITY using the current calculation for determining the portion of connection fees calculated to cover capital improvement costs. Payments by CITY to COUNTY shall be made annually at the end of each CITY's Fiscal Year ending on the 30<sup>th</sup> day of June and shall be based on total number of connections completed within the unincorporated territory of the County of Riverside in that fiscal year. The CITY shall charge its current connection fees to COUNTY properties seeking to connect to the Project, which are in effect at the time of application.
  - a. At the time of this Agreement, CITY's calculation for portion of connection fees per EDU (equivalent dwelling unit) representing capital improvement costs, as

determined by the CITY's Sewer Master Plan, is sixty-two percent (62%) of total connection fee or, two thousand five hundred eighty-six dollars (\$2,586) of the current four thousand one hundred forty-three dollars (\$4,143) total connection fee. Should CITY adjust the total connection fee, the portion of connection fee determined to represent capital improvement costs shall remain at sixty-two percent (62%) of total connection fee at the time of application.

- b. The unincorporated territory of the County of Riverside within the Project represents seven and forty-two hundredths percent (7.42%) of CITY's total twenty (20) year Capital Improvement Plan (7.42% of \$2,586 per EDU). CITY's reimbursement to COUNTY shall be, at a minimum, seven and forty-two hundredths percent (7.42%) of the portion of total connection fee determined to represent capital improvement costs collected within the County of Riverside's unincorporated area of the Project.

- ii. COUNTY is only entitled to the reimbursements as provided in this Agreement.

3. Term:

This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect until CITY has reimbursed COUNTY the total County Contribution to Project construction costs, totaling six million four hundred forty thousand dollars (\$6,440,000) or twenty-five years from the date of execution of this Agreement, whichever is earlier.

4. Amendments:

This Agreement may be modified only by a subsequent written amendment executed by both parties.

5. Disputes:

In the event that any dispute between the parties arises under this Agreement, the parties shall first attempt to resolve such dispute at the management level. If the dispute is not resolved at this level within a mutually acceptable period of time (not to exceed sixty (60) calendar days from the date written notice of such dispute is delivered by any party), the parties shall attempt to resolve the dispute at the senior management level. If this process and the involvement of senior management does not result in resolution of the dispute within sixty (60) days from the date of referral to upper management, then the dispute shall be referred to and finally resolved through legal proceedings. The use of the foregoing procedure is a condition precedent to the commencement of any legal proceedings hereunder.

6. Mutual Indemnification:

CITY and COUNTY each hereby agree to indemnify, defend, save and hold harmless the other and their respective Supervisors or Councilmembers/Mayor, officers, agents and employees, of and from any liabilities, claims, demands, suits, actions and causes of action arising out of or in any manner connected with any act or omission of such indemnifying party performed in connection with this Agreement.

7. Audits/Inspection of Records:

COUNTY and CITY shall make available, upon written request by the other or any duly authorized federal or state agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs related to the Project and the payments or

the basis for the payments made by COUNTY to CITY and CITY to COUNTY as described herein. All such books, documents and records shall be maintained for at least five (5) years following termination of this Agreement.

8. Public Works Contract Provisions – Insurance:

CITY shall cause CITY's contractor to maintain in force, until completion and acceptance of the construction contract for the Project, the following insurance requirements. CITY shall submit to the COUNTY a Certificate of Insurance, signed by an authorized representative of CITY's contractor's insurance provider or agency, which certifies to the COUNTY that insurance coverage is provided in accordance with the requirements of this section. Certificate holder information is as follows:

County of Riverside  
Office of Economic Development  
Attn: Director, RivCoED  
3403 10<sup>th</sup> St, #400  
Riverside, CA 92501

CITY's contractor shall not commence work under the construction contract until he has obtained the insurance required hereunder and satisfactory proof of said insurance has been submitted to and accepted by COUNTY.

- A. **Worker's Compensation:** CITY's contractor shall maintain statutory Workers' Compensation Insurance (Part 1) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Part 2) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.
- B. **Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to:
- i. Premises, operations, and mobile equipment liability
  - ii. Products and complete operations liability
  - iii. Broad form property damage (including completed operations)
  - iv. Explosions, collapse, and underground hazards
  - v. Personal and advertising injury
  - vi. Unmodified contractual liability
  - vii. Cross liability coverage
  - viii. Covering claims which may arise from or out of CITY's contractor's performance of its obligations

Commercial General Liability insurance coverage amounts are not to be less than the following:

- \$2,000,000 each occurrence
- \$4,000,000 general aggregate
- \$2,000,000 products-complete operations aggregate

Whether excess liability insurance is used in connection with primary liability insurance, the combination of such coverage sum must allow total limits of liability to be in the amounts not less than the specified amounts.

This policy shall name the County of Riverside, its agencies, special districts and



departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives as Additional Insureds.

- C. Automobile Liability: CITY's contractor shall maintain liability insurance for any auto, all owned, non-owned, and 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 COUNTY, its agencies, special districts and departments, their respective director, officers, Board of Supervisors, elected and appointed officials, employees, agents, and representatives as Additional Insureds.

D. 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 A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY'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.
- ii. CITY's contractor 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 COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CITY's contractor's carriers shall either: 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- iii. CITY's contractor shall cause CITY's contractor's insurance carrier(s) to furnish the County of Riverside with either 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 thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside 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 coverage's set forth herein and the insurance required herein is in full force and effect. CITY's contractor shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.
- iv. It is understood and agreed to by the parties hereto that the CITY's contractor's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

- v. CITY's contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- vi. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- vii. CITY's contractor agrees to notify COUNTY 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.

9. Public Works Contract Provisions – Indemnification:

CITY shall cause CITY's contractor to indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CITY's contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to the construction contract for the Project, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CITY's contractor, its officers, employees, subcontractors, agents or representatives from the construction contract for the Project. CITY's contractor shall defend, at its sole expense, all costs and fees including, but not limited to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by CITY's contractor, CITY's contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CITY's contractor indemnification to Indemnitees as set forth herein. CITY's contractor's obligation hereunder shall be satisfied when CITY's contractor has provided to COUNTY the form of dismissal relieving COUNTY from any liability for the action or claim involved. The specific insurance limits required above shall in no way limit or circumscribe CITY's contractor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code § 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CITY's contractor from indemnifying the Indemnitees to the fullest extent allowed by law.

10. Governing Law and Jurisdiction:

The parties agree that in the exercise of this Agreement, the parties shall comply with all applicable federal, state, county, and local laws and regulations. The existence, validity, construction, operation, and effect of this Agreement and all of its terms and provisions shall be determined in accordance with the laws of the State of California. Any action at law or in equity brought by any party hereto for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

11. Assignment:

Neither CITY nor COUNTY shall assign this Agreement without the written consent of the other party.

12. No Third Party Beneficiaries:

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.

13. Authority to Execute:

The individuals executing this Agreement each represent and warrant that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

14. Ambiguity:

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 CITY or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against the party that prepared it in its final form.

15. Counterparts:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. It shall not be necessary that any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is executed by each party.

16. Relationship of the Parties:

Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between the COUNTY and CITY, and none of the provisions contained in this Agreement or any act of the parties shall be deemed to create any relationship other than as specified herein, nor shall this Agreement be construed, as expressly provided herein, to authorize any party to act as the agent for the other.

17. Waiver:

Any waiver by COUNTY or CITY of any breach by the 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 COUNTY or CITY to require from the 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 stopping COUNTY or CITY from enforcing this Agreement.

18. Severability:

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.

19. Entire Agreement:

This Agreement is intended by the parties as a complete and exclusive statement of the terms of their agreement with regard to COUNTY's funding of the Project and supersedes all prior agreements, written or oral, as to this subject matter.

20. Notices:

Any notice required by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or mailed in the United States mail addressed as

follows:

CITY City of Riverside  
3900 Main Street, 4<sup>th</sup> Floor  
Riverside, CA 92522  
Attn: Public Works Director

COUNTY Riverside County Office of Economic Development  
3403 10<sup>th</sup> St, Suite 400  
Riverside, CA 92501  
Attn: Director, RivCoED

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

CITY OF RIVERSIDE, a California charter city and  
municipal corporation

By:

  
Jeff Hewitt, Chair  
Board of Supervisors

By:

  
Al Zelinka  
City Manager

Attest:

Kecia R. Harper  
Clerk of the Board

Attest:

Donesia Gause  
City Clerk

By:

  
Deputy

By:

  
City Clerk

APPROVED AS TO FORM:  
Gregory Priamos  
County Counsel

APPROVED AS TO FORM:  
Phaedra Norton  
City Attorney

By:

  
Deputy County Counsel

By:

  
Ruthann M. Salera  
Deputy City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:

BY:

  
Chief Financial Officer/City Treasurer



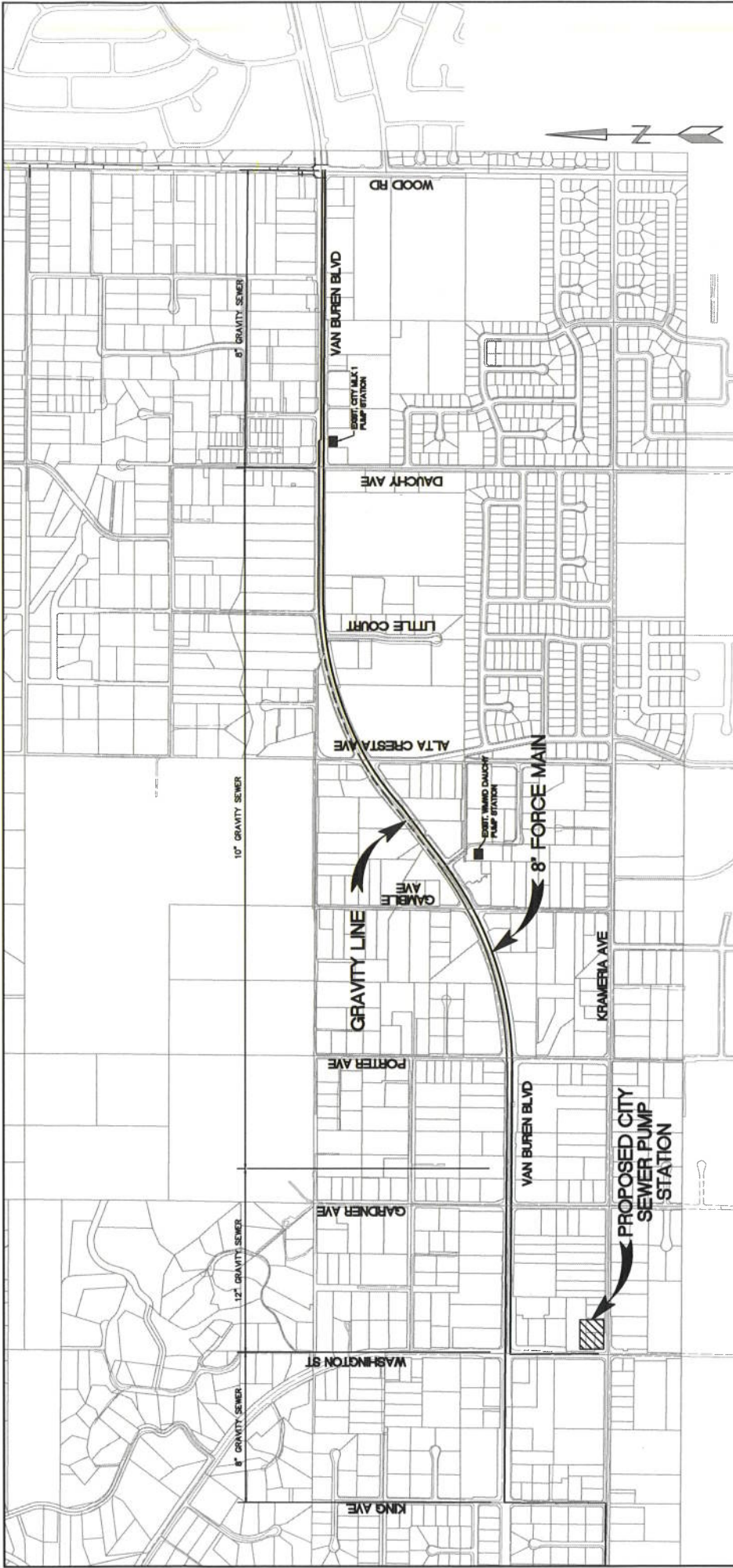


EXHIBIT "A"

VAN BUREN BOULEVARD SEWER PROJECT

SHEET 1 OF 1

SCALE: N.T.S. | DRAWN BY: TM | DATE: 12/08/18 | FILE: G:\MapInfo\Comm\Design\Projects\17-000 Van Buren Sewer\Plan King to Wood\_Courtesy\Plan\Engineering\CADD\Sewer\MOU\Exh A.dwg