

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



ITEM: 11.5
(ID # 20665)

MEETING DATE:
Tuesday, December 13, 2022

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Funding Agreement Between the Riverside County Flood Control and Water Conservation District and the Jurupa Community Services District for Regional Recycled Water Program, Project No. 2-0-10018, CEQA Exempt, District 2. [\$15,850,000 Total Cost – District Zone 2 Funds 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 CEQA Guidelines Section 15061 (b)(3), the "Common Sense Exemption";
2. Approve the Funding Agreement between the Riverside County Flood Control and Water Conservation District ("District") and the Jurupa Community Services District ("JCSD");
3. Authorize the Chair of the District's Board of Supervisors to execute the Funding Agreement documents on behalf of the District; and
4. Direct the Clerk of the Board to return two (2) executed Funding Agreements to the District.

ACTION:Policy

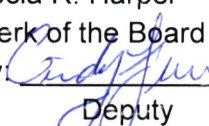


Claudio Padres 11/30/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, and Hewitt
Nays: None
Absent: Perez
Date: December 13, 2022
xc: Flood

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,500,000	\$ 14,350,000	\$ 15,850,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Zone 2 Funds 100% (See Additional Fiscal Information)			Budget Adjustment: No	
			For Fiscal Year: 22/23 – 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Funding Agreement ("Agreement") sets forth the terms and conditions by which JCSD proposes to construct a new regional, non-potable, reclamation water distribution system ("New Reclamation System") to replace the existing potable water system. JCSD desires the District to share in the cost to construct the New Reclamation System, and the District is willing to support JCSD's efforts by contributing funding toward the design and construction of the New Reclamation System for a total sum amount of Fifteen Million Eight Hundred Fifty Thousand Dollars (\$15,850,000). The District will have no other role.

The New Reclamation System will consist of approximately 37,000 lineal feet of various diameter pipelines and individual onsite booster stations ("Project") ranging within the boundaries of the city of Eastvale and certain surrounding cities. The Project will irrigate 102 acres of park and landscape frontage with 500 acre-feet of reclaimed water per year.

JCSD will assume the lead role in providing the administrative, technical and support services necessary to plan, design, inspect and construct the Project. Upon construction completion, JCSD will accept ownership, operation and maintenance of the Project.

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

Environmental Findings

The Agreement is exempt from CEQA pursuant to the CEQA Guidelines Section 15061 (b)(3)(Common Sense Exemption), which provides, "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. Such development, if it occurs at all, will be the result of subsequent actions subject to CEQA review by JCSD prior to construction. The Agreement merely establishes the terms by which the District will contribute funding to JCSD. It can be

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seen with certainty that there is no possibility the Agreement will have a significant effect on the environment.

Impact on Residents and Businesses

The District's financial contribution toward JCSD'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 improve the water supplied within the communities of the city of Eastvale and will benefit residents and businesses in the area.

Additional Fiscal Information

The District is contributing up to \$15,850,000 in funding to JCSD. Sufficient funding is available in the District's Zone 2 budget for FY 2022-2023 and will be included in the proposed budget in future years as appropriate and necessary.

Funding Summary

Estimated Design and Administration Contribution	\$	1,500,000
Estimated Construction Contribution	\$	14,350,000
<hr/>		
Maximum District Contribution to the City	\$	15,850,000
Estimated MSHCP Mitigation Fee	\$	0
(3% of Estimated Construction Contribution)		
<hr/>		
Total Estimated District Cost	\$	15,850,000

SOURCE OF FUNDS: (Continued)

- 25120-947420-536200 Contribution to Non-County Agency – Zone 2

ATTACHMENTS:

1. Vicinity Map
2. Funding Agreement

AK:AMR:blm:ju
P8/247201

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



Jason Farin, Principal Management Analyst 12/5/2022



Kristine Bell-Valdez, Supervising Deputy County Counsel 11/30/2022

FUNDING AGREEMENT

Jurupa Community Services District
Regional Reclamation Water Distribution System
Project No. 2-0-10018

The Funding Agreement ("Agreement"), dated as of December 13, 2022, is entered in by Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and Jurupa Community Services District, a municipal water district ("JCSD"). DISTRICT and JCSD are collectively referred to herein as "Parties" and individually as "Party". The Parties hereto agree as follows:

RECITALS

A. JCSD has proposed plans to design, construct, operate and maintain a new regional non-potable water reclamation ("New Water Reclamation") system within regions of the City of Eastvale and certain surrounding cities. The purpose of the New Water Reclamation system is to replace the existing potable water system which will irrigate 102 acres of park and landscape frontage with approximately 500 acre-feet of reclaimed water per year. The New Water Reclamation system consists of approximately 37,000 lineal feet of various diameter pipelines and individual on-site booster stations ("JCSD FACILITIES") as shown in concept in blue on Exhibit "A" attached hereto and made a part hereof. Design, construction, operation and maintenance of JCSD FACILITIES are hereinafter called "PROJECT".

B. JCSD is willing to assume the lead role for PROJECT and, therefore, will provide the administrative, technical, managerial and support services necessary to plan, design and construct PROJECT.

C. JCSD desires DISTRICT to share in the cost of PROJECT and contribute funding for PROJECT as set forth herein.

D. Due to the Parties mutual interest in PROJECT, DISTRICT wishes to support JCSD's efforts by providing partial financial contribution up to Fifteen Million Eight

Hundred Fifty Thousand Dollars (\$15,850,000.00) toward PROJECT's design and administrative costs, construction and construction change order costs, environmental clearance and right of way acquisition costs, and utility relocation costs as set forth herein. DISTRICT's contribution will assist JCSD in meeting the local match requirements to leverage grant opportunities that JCSD is seeking, such as federal grant opportunity listed under the WaterSMART: Title XVI Program Funding under Section 4009(c) of the Water Infrastructure Improvements for the Nation (WIIN) Act, Water Reclamation and Reuse Projects. DISTRICT shall have no other role.

E. DISTRICT's financial contribution shall be as follows subject to the not to exceed amount provided in Recital F below:

- (i). Up to Twenty-Five percent (25%) of JCSD's selected consultant's proposal cost associated with initial engineering design, hydrology and hydraulics, geo-tech analysis, and potholing ("INITIAL DESIGN PROPOSAL COST"); and
- (ii). Up to Twenty-Five percent (25%) of JCSD's selected consultant's proposal cost associated with final engineering design, hydrology and hydraulics, geo-tech analysis, and potholing ("FINAL DESIGN PROPOSAL COST"); and
- (iii). Up to Fifty percent (50%) of JCSD's costs associated with design administration ("DESIGN ADMIN COST"); and
- (iv). Up to Fifty percent (50%) of all costs associated with the California Environmental Quality Act determination required for PROJECT ("CEQA COST"); and
- (v). Up to Fifty percent (50%) of all costs associated with the preparation, application and obtaining the environmental clearance and permits if required for PROJECT

- ("REGULATORY PERMIT COST"); and
- (vi). Up to Fifty percent (50%) of the actual costs associated with the mitigation efforts for PROJECT ("MITIGATION COST"); and
 - (vii). Up to Fifty percent (50%) of the actual costs associated with the preparation of right of way acquisition and rights of entry documents for PROJECT ("ROW PREP COST"). Altogether, DESIGN ADMIN COST, CEQA COST, REGULATORY PERMIT COST, MITIGATION COST and ROW PREP COST, are hereinafter called "DESIGN CONTRIBUTION COST"; and
 - (viii). Up to Fifty percent (50%) of the actual costs (not to exceed appraised value and estimated escrow and closing costs as determined by DISTRICT) for right of way acquisition and rights of entry for PROJECT ("ROW ACQUISITION COST"); and
 - (ix). Up to Fifty percent (50%) of costs associated with each lowest responsible, public works construction bid contract ("CONSTRUCTION BID COST"). DISTRICT may contribute toward CONSTRUCTION BID COST over several installments as JCSD proposes to construct PROJECT in multiple phases and therefore JCSD shall have multiple public works construction contracts associated with each PROJECT construction phase; and
 - (x). Up to Fifty percent (50%) of JCSD's administrative costs associated with CONSTRUCTION BID COST administration and other typical ancillary costs related to the delivery of

PROJECT ("CONSTRUCTION ADMIN COST"). DISTRICT may contribute toward CONSTRUCTION ADMIN COST over several installments as JCSD proposes to construct PROJECT in multiple phases and therefore JCSD shall have multiple public works construction contracts associated with each PROJECT construction phase; and

(xi). Up to Fifty percent (50%) of construction contract change orders ("CONSTRUCTION CHANGE ORDER"). DISTRICT may contribute toward CONSTRUCTION CHANGE ORDER over several installments as JCSD proposes to construct PROJECT in multiple phases and therefore JCSD shall have multiple public works construction contracts associated with each PROJECT construction phase; and

(xii). Up to Fifty percent (50%) of the costs associated with the unavoidable relocations of the conflicting utilities within PROJECT that cannot be relocated by others under JCSD's franchise authority ("UTILITY COSTS"). DISTRICT may contribute toward UTILITY COSTS over several installments as JCSD proposes to construct PROJECT in multiple phases and therefore JCSD shall have multiple public works construction contracts associated with each PROJECT construction phase.

F. Altogether, INITIAL DESIGN PROPOSAL COST, FINAL DESIGN PROPOSAL COST, DESIGN CONTRIBUTION COST, ROW ACQUISITION COST, CONSTRUCTION BID COST, CONSTRUCTION ADMIN COST, CONSTRUCTION CHANGE ORDER, and UTILITY COSTS are hereinafter called ("TOTAL DISTRICT

CONTRIBUTION"). TOTAL DISTRICT CONTRIBUTION for PROJECT shall not exceed a total sum amount of Fifteen Million Eight Hundred Fifty Thousand Dollars (\$15,850,000.00). JCSD shall be responsible to pay any amounts in excess of TOTAL DISTRICT CONTRIBUTION.

G. It is in the best interest of the public to proceed with PROJECT at the earliest possible date.

H. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and JCSD with respect to 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

JCSD 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 award of a design contract to JCSD's selected consultant on PROJECT, issue an invoice to DISTRICT (Attention: Special Projects Section) for INITIAL DESIGN PROPOSAL COST as set forth in Recital E(i) and provide DISTRICT with a copy of selected consultant's engineering design proposal.

3. Prepare or cause to be prepared the necessary plans, bid documents and specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with the applicable JCSD standards.

4. Secure all necessary permits, approvals or agreements required by any federal, state and local resource or regulatory agencies pertaining to PROJECT. Such documents may include, but are not limited to, a Section 404 permit issued by the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification issued by the California Regional Water Quality Control Board ("CRWQCB"), a Streambed Alteration agreement issued by the California Department of Fish and Wildlife, and a National Pollutant Discharge Elimination System Permit issued by the State Water Resources Control Board or CRWQCB and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

5. Assume sole responsibility for compliance with the requirements of all REGULATORY PERMITS, including any amendments thereto, pertaining to the construction, operation and maintenance of PROJECT.

6. Be responsible for any and all additional regulatory, mitigation and/or litigation costs, and/or mitigation measures to PROJECT resulting from this Agreement and/or REGULATORY PERMITS.

7. Secure all necessary rights of way, rights of entry, encroachment permits, construction easements, and acquire all parcels necessary to construct, inspect, operate, and maintain PROJECT ("ROW DOCUMENTS").

8. Keep an accurate accounting of all costs associated to TOTAL DISTRICT CONTRIBUTION as set forth in Recital E. The accounting shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, change orders and other such contract documents as may be necessary, to establish the actual cost of each contribution item as described in Recital E.

9. If applicable, secure all necessary appraisals (not to exceed appraised value and estimated escrow and closing costs as determined by DISTRICT) for right of way acquisition and rights of entry documents ("ROW ACQUISITION") for PROJECT and provide DISTRICT

the opportunity to review and approve ROW ACQUISITION documents prior to JCSD formal offer.

10. Upon signing of IMPROVEMENT PLANS, issue invoices to DISTRICT (Attn: Special Projects Section) for (i) FINAL DESIGN PROPOSAL COST and (ii) DESIGN CONTRIBUTION COST as set forth in Recital E(ii), E(iii), E(iv), E(v), and E(vi) respectively.

11. If applicable, upon DISTRICT's review and approval of ROW ACQUISITION, pursuant to Section I.9, issue an invoice to DISTRICT (Attn: Special Projects Section) for ROW ACQUISITION COST as set forth in Recital E(vii).

12. Advertise, award and administer a public works construction contract(s) for PROJECT of the bids pursuant to the applicable provisions of the California Public Contract Code.

13. Prior to award of public works construction contract(s) for PROJECT, provide DISTRICT with the opportunity to review all construction bids of PROJECT, pursuant to Section I.12.

14. Upon award of public works construction contract(s) for PROJECT, issue an associated invoice for each public works construction contract to DISTRICT (Attn: Special Projects Section) for the appropriate proportion of (i) CONSTRUCTION BID COST and (ii) UTILITY COSTS, if applicable, as set forth in Recital E(viii) and E(xi).

15. Prior to commencing construction of PROJECT, furnish DISTRICT with final mylar PROJECT plans.

16. Construct or cause to be constructed PROJECT pursuant to a JCSD administered public works contract in accordance with IMPROVEMENT PLANS approved by JCSD.

17. 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 JCSD employees on the site.

18. Relocate or cause to be relocated, at its sole cost and expense, all conflicting JCSD owned utilities. JCSD shall also order the relocation of all other utilities installed by permit or franchise within JCSD rights of way which conflict with the construction of PROJECT.

19. Upon filing Notice of Completion of each construction phase of PROJECT, issue invoices for the appropriate proportion of CONSTRUCTION ADMIN COST to DISTRICT (Attention: Special Projects Section) as set forth in Recital E(ix).

20. If applicable, provide DISTRICT the opportunity to review and approve CONSTRUCTION CHANGE ORDER for PROJECT.

21. If applicable, upon DISTRICT's approval of CONSTRUCTION CHANGE ORDER for each construction phase of PROJECT, issue invoices to DISTRICT (Attn: Special Projects Section) for the appropriate proportion of CONSTRUCTION CHANGE ORDER to DISTRICT as set forth in Recital E(x), subject to and provided that TOTAL DISTRICT CONTRIBUTION do not exceed the total sum amount of Fifteen Million Eight Hundred Fifty Thousand Dollars (\$15,850,000.00) for PROJECT.

22. Be responsible to pay any amounts in excess of TOTAL DISTRICT CONTRIBUTION.

23. Inspect PROJECT construction or cause PROJECT's construction to be inspected by JCSD's construction manager, and pay all costs associated therewith.

24. Upon completion of PROJECT construction, provide DISTRICT with a copy of JCSD's Notice of Completion and accept ownership, operation, and maintenance of PROJECT.

SECTION II

DISTRICT shall:

1. Within thirty (30) business days after receipt of JCSD's invoices (i) pay all approved JCSD's invoices and (ii) review and approve associated documents as described in the RECITALS and SECTION I herein this Agreement, subject to and provided the total payment amounts do not exceed TOTAL DISTRICT CONTRIBUTION amount of Fifteen Million Eight Hundred Fifty Thousand Dollars (\$15,850,000.00) for PROJECT.

2. Not be responsible to pay any amounts that exceed TOTAL DISTRICT CONTRIBUTION for PROJECT.

SECTION III

It is further mutually agreed:

1. Notwithstanding any other provision herein for this Agreement, TOTAL DISTRICT CONTRIBUTION shall not exceed the total sum amount of Fifteen Million Eight Hundred Fifty Thousand Dollars (\$15,850,000.00) solely for PROJECT costs. JCSD shall be responsible to pay any PROJECT costs in excess of TOTAL DISTRICT CONTRIBUTION. Furthermore, no additional funding whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications or scope extensions.

2. In the event the actual cost for PROJECT is less than TOTAL DISTRICT CONTRIBUTION, JCSD shall refund the difference to DISTRICT within thirty (30) business days of completion of PROJECT.

3. The obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution toward PROJECT as set forth herein. In the event that such funds are not forth coming for any reason, DISTRICT shall immediately notify JCSD in writing. Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification to JCSD.

4. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for PROJECT.

5. JCSD shall indemnify, defend and hold harmless and require JCSD's consultant(s) to indemnify, defend and hold harmless DISTRICT and County of Riverside (including, their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any acts, omissions or services of JCSD and JCSD's consultant(s) (including their officers, employees, subcontractors, agents or representatives ("Indemnitors") arising out of or in any way relating to this Agreement, 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 Indemnitors from this Agreement. JCSD or JCSD's consultant(s) 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.

6. With respect to any action or claim subject to indemnification herein by JCSD or JCSD's consultant(s), JCSD or JCSD's consultant(s) 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 only with the prior consent of DISTRICT and the County of Riverside. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe JCSD or JCSD's consultant(s) indemnification to Indemnitees as set forth herein.

7. JCSD or JCSD's consultant(s) obligation hereunder shall be satisfied when JCSD or JCSD's consultant(s) has provided to DISTRICT and the County of Riverside the appropriate form of dismissal relieving DISTRICT and the County of Riverside from any liability for the action or claim involved.

8. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve JCSD or JCSD's consultant(s) from indemnifying the Indemnitees to the fullest extent allowed by law.

9. 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 the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

10. 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.

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

12. Neither JCSD nor DISTRICT shall assign this Agreement without the written consent of the other Party. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

13. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity besides the Parties shall have any right of action based upon the provisions of this Agreement. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third Parties not Parties to this Agreement.

14. 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

JURUPA COMMUNITY SERVICES DISTRICT
11201 Harrel Street
Jurupa Valley, CA 91752
Attn: Chris Berch

15. 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.

16. Any waiver by DISTRICT or JCSD 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 of this Agreement. Failure on the part of DISTRICT or JCSD 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 JCSD from enforcing this Agreement.

17. 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 changed or modified only upon the written consent of the Parties hereto.

18. 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. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

December 13, 2022
(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 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors


APPROVED AS TO FORM:

ATTEST:

COUNTY COUNSEL

KECIA HARPER
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By 
Deputy

(SEAL)

Funding Agreement: Jurupa Community Services District
Regional Reclamation Water Distribution System
10/11/22
AK:AMR:blm

RECOMMENDED FOR APPROVAL:

JURUPA COMMUNITY SERVICES DISTRICT

By _____
CHRIS BERCH
General Manager

APPROVED AS TO FORM:
BEST & KRIEGER LLP

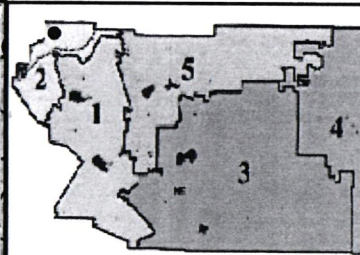
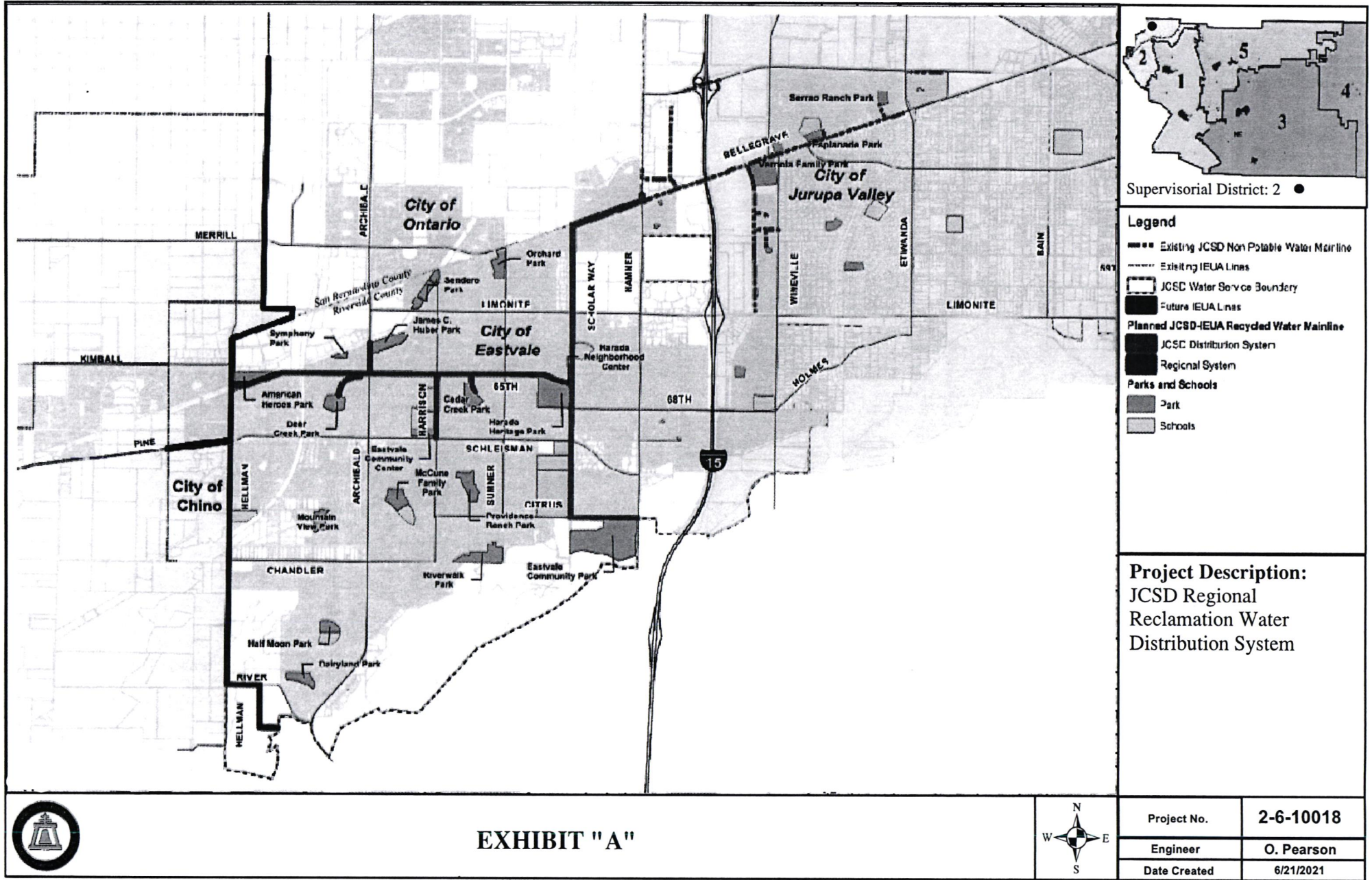
ATTEST:

By _____
MICHAEL T. RIDDELL

By _____
MARIA E. AYALA
Secretary of the Board of Directors

(SEAL)

Funding Agreement: Jurupa Community Services District
Regional Reclamation Water Distribution System
10/11/22
AK:AMR:blm



Supervisory District: 2 ●

Legend

- Existing JCSD Non Potable Water Main line
- Existing IEUA Lines
- JCSD Water Service Boundary
- Future IEUA Lines
- Planned JCSD-IEUA Recycled Water Mainline
- JCSD Distribution System
- Regional System

Parks and Schools

- Park
- Schools

Project Description:
 JCSD Regional
 Reclamation Water
 Distribution System



EXHIBIT "A"



Project No.	2-6-10018
Engineer	O. Pearson
Date Created	6/21/2021

FUNDING AGREEMENT

Jurupa Community Services District
Regional Reclamation Water Distribution System
Project No. 2-0-10018

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B. JCSD is willing to assume the lead role for PROJECT and, therefore, will provide the administrative, technical, managerial and support services necessary to plan, design and construct PROJECT.

C. JCSD desires DISTRICT to share in the cost of PROJECT and contribute funding for PROJECT as set forth herein.

D. Due to the Parties mutual interest in PROJECT, DISTRICT wishes to support JCSD's efforts by providing partial financial contribution up to Fifteen Million Eight

Hundred Fifty Thousand Dollars (\$15,850,000.00) toward PROJECT's design and administrative costs, construction and construction change order costs, environmental clearance and right of way acquisition costs, and utility relocation costs as set forth herein. DISTRICT's contribution will assist JCSD in meeting the local match requirements to leverage grant opportunities that JCSD is seeking, such as federal grant opportunity listed under the WaterSMART: Title XVI Program Funding under Section 4009(c) of the Water Infrastructure Improvements for the Nation (WIIN) Act, Water Reclamation and Reuse Projects. DISTRICT shall have no other role.

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- (iv). Up to Fifty percent (50%) of all costs associated with the California Environmental Quality Act determination required for PROJECT ("CEQA COST"); and
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- ("REGULATORY PERMIT COST"); and
- (vi). Up to Fifty percent (50%) of the actual costs associated with the mitigation efforts for PROJECT ("MITIGATION COST"); and
 - (vii). Up to Fifty percent (50%) of the actual costs associated with the preparation of right of way acquisition and rights of entry documents for PROJECT ("ROW PREP COST"). Altogether, DESIGN ADMIN COST, CEQA COST, REGULATORY PERMIT COST, MITIGATION COST and ROW PREP COST, are hereinafter called "DESIGN CONTRIBUTION COST"; and
 - (viii). Up to Fifty percent (50%) of the actual costs (not to exceed appraised value and estimated escrow and closing costs as determined by DISTRICT) for right of way acquisition and rights of entry for PROJECT ("ROW ACQUISITION COST"); and
 - (ix). Up to Fifty percent (50%) of costs associated with each lowest responsible, public works construction bid contract ("CONSTRUCTION BID COST"). DISTRICT may contribute toward CONSTRUCTION BID COST over several installments as JCSD proposes to construct PROJECT in multiple phases and therefore JCSD shall have multiple public works construction contracts associated with each PROJECT construction phase; and
 - (x). Up to Fifty percent (50%) of JCSD's administrative costs associated with CONSTRUCTION BID COST administration and other typical ancillary costs related to the delivery of

PROJECT ("CONSTRUCTION ADMIN COST"). DISTRICT may contribute toward CONSTRUCTION ADMIN COST over several installments as JCSD proposes to construct PROJECT in multiple phases and therefore JCSD shall have multiple public works construction contracts associated with each PROJECT construction phase; and

(xi). Up to Fifty percent (50%) of construction contract change orders ("CONSTRUCTION CHANGE ORDER"). DISTRICT may contribute toward CONSTRUCTION CHANGE ORDER over several installments as JCSD proposes to construct PROJECT in multiple phases and therefore JCSD shall have multiple public works construction contracts associated with each PROJECT construction phase; and

(xii). Up to Fifty percent (50%) of the costs associated with the unavoidable relocations of the conflicting utilities within PROJECT that cannot be relocated by others under JCSD's franchise authority ("UTILITY COSTS"). DISTRICT may contribute toward UTILITY COSTS over several installments as JCSD proposes to construct PROJECT in multiple phases and therefore JSCD shall have multiple public works construction contracts associated with each PROJECT construction phase.

F. Altogether, INITIAL DESIGN PROPOSAL COST, FINAL DESIGN PROPOSAL COST, DESIGN CONTRIBUTION COST, ROW ACQUISITION COST, CONSTRUCTION BID COST, CONSTRUCTION ADMIN COST, CONSTRUCTION CHANGE ORDER, and UTILITY COSTS are hereinafter called ("TOTAL DISTRICT

CONTRIBUTION"). TOTAL DISTRICT CONTRIBUTION for PROJECT shall not exceed a total sum amount of Fifteen Million Eight Hundred Fifty Thousand Dollars (\$15,850,000.00). JCSD shall be responsible to pay any amounts in excess of TOTAL DISTRICT CONTRIBUTION.

G. It is in the best interest of the public to proceed with PROJECT at the earliest possible date.

H. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and JCSD with respect to 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

JCSD 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 award of a design contract to JCSD's selected consultant on PROJECT, issue an invoice to DISTRICT (Attention: Special Projects Section) for INITIAL DESIGN PROPOSAL COST as set forth in Recital E(i) and provide DISTRICT with a copy of selected consultant's engineering design proposal.

3. Prepare or cause to be prepared the necessary plans, bid documents and specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with the applicable JCSD standards.

4. Secure all necessary permits, approvals or agreements required by any federal, state and local resource or regulatory agencies pertaining to PROJECT. Such documents may include, but are not limited to, a Section 404 permit issued by the U.S. Army Corps of Engineers, a Section 401 Water Quality Certification issued by the California Regional Water Quality Control Board ("CRWQCB"), a Streambed Alteration agreement issued by the California Department of Fish and Wildlife, and a National Pollutant Discharge Elimination System Permit issued by the State Water Resources Control Board or CRWQCB and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

5. Assume sole responsibility for compliance with the requirements of all REGULATORY PERMITS, including any amendments thereto, pertaining to the construction, operation and maintenance of PROJECT.

6. Be responsible for any and all additional regulatory, mitigation and/or litigation costs, and/or mitigation measures to PROJECT resulting from this Agreement and/or REGULATORY PERMITS.

7. Secure all necessary rights of way, rights of entry, encroachment permits, construction easements, and acquire all parcels necessary to construct, inspect, operate, and maintain PROJECT ("ROW DOCUMENTS").

8. Keep an accurate accounting of all costs associated to TOTAL DISTRICT CONTRIBUTION as set forth in Recital E. The accounting shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, change orders and other such contract documents as may be necessary, to establish the actual cost of each contribution item as described in Recital E.

9. If applicable, secure all necessary appraisals (not to exceed appraised value and estimated escrow and closing costs as determined by DISTRICT) for right of way acquisition and rights of entry documents ("ROW ACQUISITION") for PROJECT and provide DISTRICT

the opportunity to review and approve ROW ACQUISITION documents prior to JCSD formal offer.

10. Upon signing of IMPROVEMENT PLANS, issue invoices to DISTRICT (Attn: Special Projects Section) for (i) FINAL DESIGN PROPOSAL COST and (ii) DESIGN CONTRIBUTION COST as set forth in Recital E(ii), E(iii), E(iv), E(v), and E(vi) respectively.

11. If applicable, upon DISTRICT's review and approval of ROW ACQUISITION, pursuant to Section I.9, issue an invoice to DISTRICT (Attn: Special Projects Section) for ROW ACQUISITION COST as set forth in Recital E(vii).

12. Advertise, award and administer a public works construction contract(s) for PROJECT of the bids pursuant to the applicable provisions of the California Public Contract Code.

13. Prior to award of public works construction contract(s) for PROJECT, provide DISTRICT with the opportunity to review all construction bids of PROJECT, pursuant to Section I.12.

14. Upon award of public works construction contract(s) for PROJECT, issue an associated invoice for each public works construction contract to DISTRICT (Attn: Special Projects Section) for the appropriate proportion of (i) CONSTRUCTION BID COST and (ii) UTILITY COSTS, if applicable, as set forth in Recital E(viii) and E(xi).

15. Prior to commencing construction of PROJECT, furnish DISTRICT with final mylar PROJECT plans.

16. Construct or cause to be constructed PROJECT pursuant to a JCSD administered public works contract in accordance with IMPROVEMENT PLANS approved by JCSD.

17. 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 JCSD employees on the site.

18. Relocate or cause to be relocated, at its sole cost and expense, all conflicting JCSD owned utilities. JCSD shall also order the relocation of all other utilities installed by permit or franchise within JCSD rights of way which conflict with the construction of PROJECT.

19. Upon filing Notice of Completion of each construction phase of PROJECT, issue invoices for the appropriate proportion of CONSTRUCTION ADMIN COST to DISTRICT (Attention: Special Projects Section) as set forth in Recital E(ix).

20. If applicable, provide DISTRICT the opportunity to review and approve CONSTRUCTION CHANGE ORDER for PROJECT.

21. If applicable, upon DISTRICT's approval of CONSTRUCTION CHANGE ORDER for each construction phase of PROJECT, issue invoices to DISTRICT (Attn: Special Projects Section) for the appropriate proportion of CONSTRUCTION CHANGE ORDER to DISTRICT as set forth in Recital E(x), subject to and provided that TOTAL DISTRICT CONTRIBUTION do not exceed the total sum amount of Fifteen Million Eight Hundred Fifty Thousand Dollars (\$15,850,000.00) for PROJECT.

22. Be responsible to pay any amounts in excess of TOTAL DISTRICT CONTRIBUTION.

23. Inspect PROJECT construction or cause PROJECT's construction to be inspected by JCSD's construction manager, and pay all costs associated therewith.

24. Upon completion of PROJECT construction, provide DISTRICT with a copy of JCSD's Notice of Completion and accept ownership, operation, and maintenance of PROJECT.

SECTION II

DISTRICT shall:

1. Within thirty (30) business days after receipt of JCSD's invoices (i) pay all approved JCSD's invoices and (ii) review and approve associated documents as described in the RECITALS and SECTION I herein this Agreement, subject to and provided the total payment amounts do not exceed TOTAL DISTRICT CONTRIBUTION amount of Fifteen Million Eight Hundred Fifty Thousand Dollars (\$15,850,000.00) for PROJECT.
2. Not be responsible to pay any amounts that exceed TOTAL DISTRICT CONTRIBUTION for PROJECT.

SECTION III

It is further mutually agreed:

1. Notwithstanding any other provision herein for this Agreement, TOTAL DISTRICT CONTRIBUTION shall not exceed the total sum amount of Fifteen Million Eight Hundred Fifty Thousand Dollars (\$15,850,000.00) solely for PROJECT costs. JCSD shall be responsible to pay any PROJECT costs in excess of TOTAL DISTRICT CONTRIBUTION. Furthermore, no additional funding whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications or scope extensions.
2. In the event the actual cost for PROJECT is less than TOTAL DISTRICT CONTRIBUTION, JCSD shall refund the difference to DISTRICT within thirty (30) business days of completion of PROJECT.
3. The obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution toward PROJECT as set forth herein. In the event that such funds are not forth coming for any reason, DISTRICT shall immediately notify JCSD in writing. Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification to JCSD.

4. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for PROJECT.

5. JCSD shall indemnify, defend and hold harmless and require JCSD's consultant(s) to indemnify, defend and hold harmless DISTRICT and County of Riverside (including, their Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any acts, omissions or services of JCSD and JCSD's consultant(s) (including their officers, employees, subcontractors, agents or representatives ("Indemnitors") arising out of or in any way relating to this Agreement, 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 Indemnitors from this Agreement. JCSD or JCSD's consultant(s) 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.

6. With respect to any action or claim subject to indemnification herein by JCSD or JCSD's consultant(s), JCSD or JCSD's consultant(s) 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 only with the prior consent of DISTRICT and the County of Riverside. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe JCSD or JCSD's consultant(s) indemnification to Indemnitees as set forth herein.

7. JCSD or JCSD's consultant(s) obligation hereunder shall be satisfied when JCSD or JCSD's consultant(s) has provided to DISTRICT and the County of Riverside the appropriate form of dismissal relieving DISTRICT and the County of Riverside from any liability for the action or claim involved.

8. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve JCSD or JCSD's consultant(s) from indemnifying the Indemnitees to the fullest extent allowed by law.

9. 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 the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

10. 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.

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

12. Neither JCSD nor DISTRICT shall assign this Agreement without the written consent of the other Party. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

13. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity besides the Parties shall have any right of action based upon the provisions of this Agreement. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third Parties not Parties to this Agreement.

14. 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

JURUPA COMMUNITY SERVICES DISTRICT
11201 Harrel Street
Jurupa Valley, CA 91752
Attn: Chris Berch

15. 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.

16. Any waiver by DISTRICT or JCSD 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 of this Agreement. Failure on the part of DISTRICT or JCSD 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 JCSD from enforcing this Agreement.

17. 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 changed or modified only upon the written consent of the Parties hereto.

18. 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. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

December 13, 2022
(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, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

COUNTY COUNSEL

KECIA HARPER
Clerk of the Board

By K. Bell-Valdez
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By Cindy Jaramila
Deputy

(SEAL)

Funding Agreement: Jurupa Community Services District
Regional Reclamation Water Distribution System
10/11/22
AK:AMR:blm

DEC 13 2022 11.5

RECOMMENDED FOR APPROVAL:

JURUPA COMMUNITY SERVICE DISTRICT

By *Chris Berch*
CHRIS BERCH
General Manager

APPROVED AS TO FORM:
BEST & KRIEGER LLP

ATTEST:

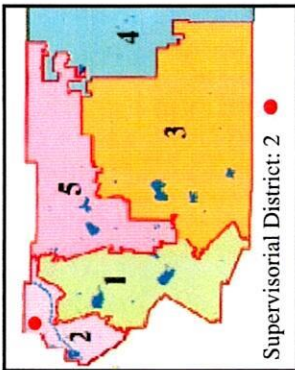
By *Michael T. Ridell*
MICHAEL T. RIDDELL

By *M. E. Ayala*
MARIA E. AYALA
Secretary of the Board of Directors



(SEAL)

Funding Agreement: Jurupa Community Service District
Regional Reclamation Water Distribution System
10/11/22
AK:AMR:blm

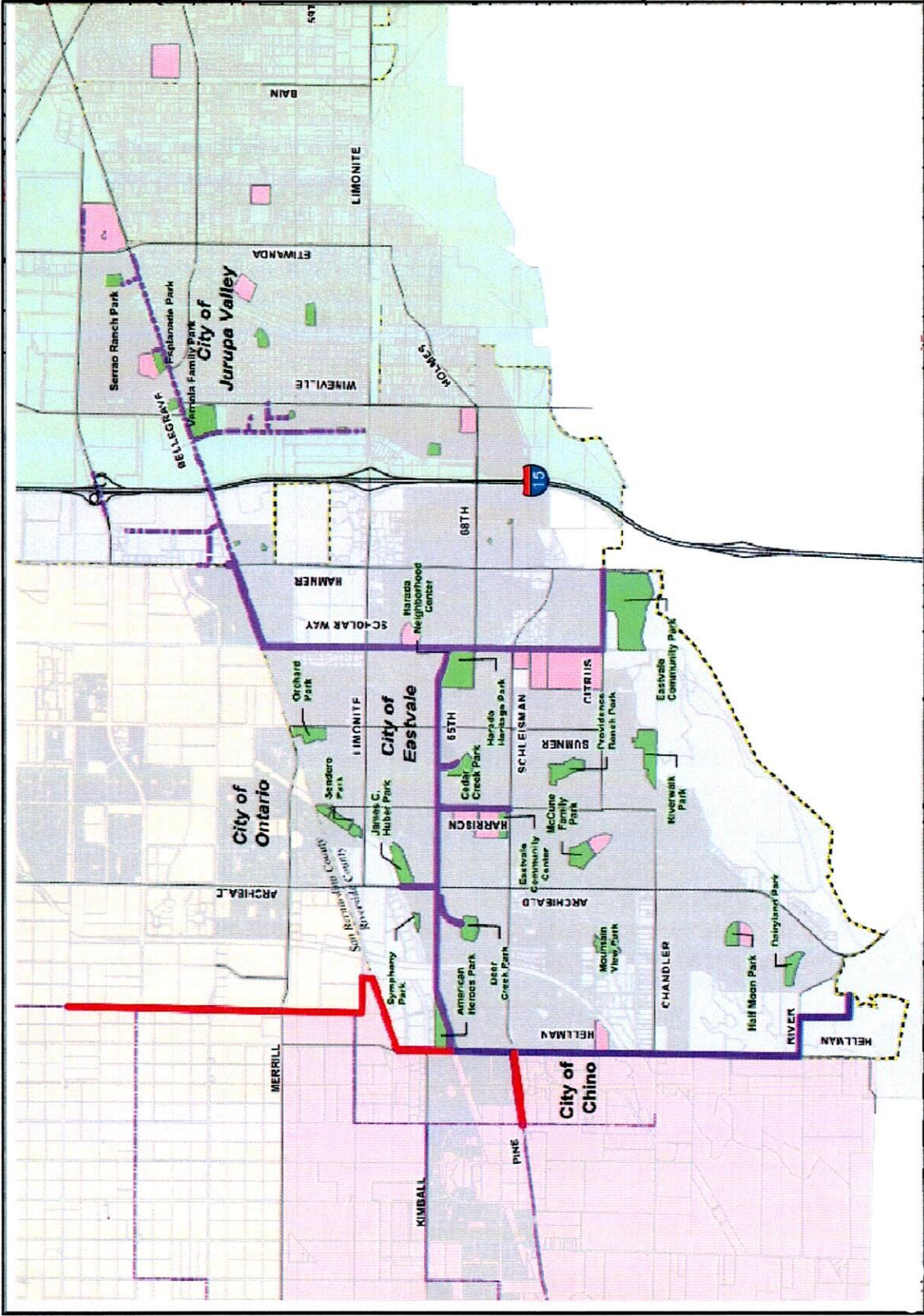


Supervisorial District: 2

Legend

- Existing JCSD Non-Potable Water Mainline
- Existing IEUA Lines
- JCSD Water Service Boundary
- Future IEUA Lines
- Planned JCSD-IEUA Recycled Water Mainline
- JCSD Distribution System
- Regional System
- Parks and Schools
- Park
- Schools

Project Description:
 JCSD Regional
 Reclamation Water
 Distribution System



Project No.	2-6-10018
Engineer	O. Pearson
Date Created	6/21/2021

EXHIBIT "A"

