

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



ITEM: 11.2
(ID # 23887)

MEETING DATE:
Tuesday, May 21, 2024

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Funding Agreement Between the Riverside County Flood Control and Water Conservation District, the County of Riverside, on Behalf of its Economic Development Department, and the City of Perris for Metz Road Lateral Storm Drain, Project No. 4-0-00081 (Miscellaneous No. 213), CEQA Exempt per CEQA Guidelines Section 15061(b)(3), District 1. [\$512,000 Not-to-Exceed Cost – District Funds 100%] (Companion to MT Item 23040)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that execution of the Cooperative Funding Agreement ("Agreement") is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;

Continued on Page 2

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 5/8/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 21, 2024
xc: Flood, OED

Kimberly A. Rector
Clerk of the Board
By:
Deputy

(Companion Item 3.30)

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the Agreement between the Riverside County Flood Control and Water Conservation District ("District"), the County of Riverside, on Behalf of its Economic Development Department, ("County") and the City of Perris ("City");
3. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Agreement, including, but not limited to, negotiating, approving and executing any future non-substantive amendments to the Agreement that do not increase the cost to the District or materially change the scope of services, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return two (2) copies of the executed Agreements to the District and one (1) copy of the executed original Agreement to the Riverside County Office of Economic Development Department.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 100,000	\$ 512,000	\$ 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: 24/25 – 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Agreement sets forth the terms and conditions by which the District will contribute funding to the County to develop and implement the Metz Road Lateral Storm Drain project as part of a County administered public works construction contract. Said facility is to be constructed by the County and inspected, operated and maintained by the District and City.

The Metz Road Lateral Storm Drain project will be located within North Perris Boulevard between Metz Road and Bowen Road in the city of Perris. The project will consist of an underground storm drain system that will collect water along North Perris Boulevard in front of the Perris Valley Cemetery and convey flows to the existing Metz Road Channel. The District will assume ownership, operation and maintenance of the project's storm drain facilities that are greater than 36 inches in diameter located within existing road rights of way. The City will assume ownership, operation and maintenance of the project's associated inlets, connector pipes and certain lateral storm drains that are 36 inches or less in diameter located within the City's right of way.

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County Counsel has approved the Agreement as to legal form, and the City has executed the Agreement. A companion item appears on the County's Board agenda this same date.

Environmental Findings

The Agreement is exempt from CEQA pursuant to the CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), which provides, "The activity [executing an agreement] 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 actual physical development of the underlying property to any extent whatsoever. The Agreement merely establishes the terms and conditions under which the District will accept future operation and maintenance responsibilities of the facilities identified in the Agreement if and when they are constructed. Such development, if it occurs at all, is subject to separate CEQA review by the Lead Agency with land use authority over the development prior to construction. As such, execution of this Agreement is a separate and distinct project under CEQA from the development of the site, therefore, it can be seen with certainty that there is no possibility that executing this Agreement will have a significant effect on the environment.

Impact on Residents and Businesses

The Agreement will be funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion, the flood control facility will provide flood protection and drainage improvements, reducing street flooding and alleviating flooding to the Perris Valley Cemetery and North Perris Boulevard. The residents and businesses in the city of Perris area are the primary beneficiaries of the project. Ancillary benefits will accrue to the public who will utilize the roadways.

Additional Fiscal Information

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

The District is providing up to \$500,000 in funding to the County. Sufficient funding is available in the District's Zone 4 budget for Fiscal Year 2024-2025 and will be included in the proposed budget in future years as appropriate and necessary.

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Estimated Design and Administration Contribution	\$ 100,000
Estimated Construction Contribution	\$ 400,000
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Maximum District Contribution to the City	\$ 500,000
Estimated MSHCP Mitigation Fee	\$ 12,000
(3% of Estimated Construction Contribution)	
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Total Estimated District Cost	\$ 512,000


SOURCE OF FUNDS:

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

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Funding Agreement

MM:blj
P8/256048



Jason Farin, Principal Management Analyst 5/14/2024



Aaron Gettis, Chief of Deputy County Counsel 5/9/2024

COOPERATIVE FUNDING AGREEMENT

Metz Road Lateral Storm Drain
 Project No. 4-0-00081
 Miscellaneous No. 213

This Cooperative Funding Agreement ("Agreement"), dated as of May 21, 2024, is entered into by the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT"), the County of Riverside, a political subdivision of the State of California, on behalf of its Office of Economic Development ("COUNTY"), and the City of Perris, a municipal corporation ("CITY"). DISTRICT, COUNTY, and CITY are collectively referred to herein as "Parties" and individually as "Party." The Parties hereto agree as follows:

RECITALS

A. DISTRICT has budgeted for, and COUNTY plans to design and construct Metz Road Lateral Storm Drain, within North Perris Boulevard, east of the I-215 freeway in the city of Perris. Upon construction completion, Metz Road Storm Drain will collect runoff from North Perris Boulevard in front of the Perris Valley Cemetery and convey flows to the existing Metz Road Channel; and

B. Metz Road Storm Drain, as shown on DISTRICT's Drawing No. 4-1233, and as shown in concept in blue on Exhibit "A", attached hereto and made a part hereof, includes approximately 400 lineal feet of 42-inch diameter underground storm drain, hereinafter called "DISTRICT FACILITY." At its downstream terminus, DISTRICT FACILITY will connect to DISTRICT's existing Metz Road Channel, as shown on DISTRICT's Drawing No. 4-0168; and

C. Associated with the construction of DISTRICT FACILITY, are certain inlets, connector pipes and storm drains that are thirty-six inches (36") or less in diameter within CITY rights of way, hereinafter called ("APPURTENANCES"); and

D. DISTRICT FACILITY and APPURTENANCES are hereinafter called "PROJECT"; and

E. COUNTY 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; and

F. COUNTY desires that DISTRICT include certain unavoidable utility relocations as part of the DISTRICT's financial contribution to construct PROJECT. "UTILITY RELOCATIONS" is defined as (i) the relocation of CITY owned utilities that conflict with the construction of PROJECT; and (ii) the unavoidable relocation of utilities not owned by CITY that (a) conflict with the construction of PROJECT; and (b) cannot be relocated by others under CITY's franchise authority. These certain unavoidable UTILITY RELOCATIONS shall be included in the public works construction contract for PROJECT; and

G. Due to the Parties' mutual interest in PROJECT, DISTRICT wishes to support COUNTY's efforts by providing a financial contribution to implement PROJECT; and

H. DISTRICT is willing to provide up to Five Hundred Thousand Dollars (\$500,000.00) toward PROJECT. All excess costs shall be borne by COUNTY.

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

- i. One hundred percent (100%) of costs associated with engineering design, hydrology and hydraulics, geo-technical analysis and potholing required to complete the design of PROJECT; California Environmental Quality Act ("CEQA") determination; preparation, application, and acquisition of the environmental clearance and permits if required for PROJECT; and other typical ancillary costs related to the preparation of improvement plans ("DESIGN CONTRIBUTION"). However, DESIGN CONTRIBUTION shall

not include the fees associated with the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP"); and

- ii. In the event that COUNTY chooses to hire an engineering consulting firm to prepare improvement plans, DISTRICT is also willing to contribute an additional ten percent (10%) of design proposal cost to offset COUNTY's administrative costs associated with design contract administration ("DESIGN ADMIN"); and
- iii. One hundred percent (100%) of the lowest responsible bid contract price for construction of PROJECT and the costs associated with UTILITY RELOCATIONS ("CONSTRUCTION CONTRIBUTION"); and
- iv. Up to an additional ten percent (10%) of CONSTRUCTION CONTRIBUTION to offset COUNTY's administrative costs associated with construction contract administration and other typical ancillary costs related to the delivery of PROJECT ("CONSTRUCTION ADMINISTRATION CONTRIBUTION"); and
- v. Up to an additional ten percent (10%) of CONSTRUCTION CONTRIBUTION for construction contract change orders ("CONSTRUCTION CHANGE ORDERS CONTRIBUTION"); and

J. Altogether, DESIGN CONTRIBUTION, DESIGN ADMIN, CONSTRUCTION CONTRIBUTION, CONSTRUCTION ADMINISTRATION CONTRIBUTION, and CONSTRUCTION CHANGE ORDERS CONTRIBUTION are hereinafter called "TOTAL DISTRICT CONTRIBUTION." TOTAL DISTRICT

CONTRIBUTION for PROJECT shall not exceed a total of Five Hundred Thousand Dollars (\$500,000.00); and

K. The purpose of this Agreement is to memorialize the mutual understandings by and between COUNTY, DISTRICT, and CITY with respect to the design, 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

COUNTY 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, issue invoice to DISTRICT (Attn: Special Projects Section) for fifty percent (50%) of DESIGN CONTRIBUTION, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT.

3. Prepare or cause to be prepared the necessary plans and specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with the applicable DISTRICT, and CITY standards, and submit to DISTRICT (Attn: Special Projects Section) and CITY (Attention: City Engineer) for their review, comment and approval prior to advertising PROJECT for construction bids.

4. Make reasonable efforts during the preparation of IMPROVEMENT PLANS to avoid utility conflicts associated with UTILITY RELOCATIONS.

5. Keep an accurate accounting of all PROJECT costs associated with the TOTAL DISTRICT CONTRIBUTION as set forth in Recital J and provide this accounting along with future invoices to DISTRICT. The final accounting of construction costs shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, approved change orders and other such construction contract documents as may be necessary to establish the actual costs associated with PROJECT.

6. Prior to advertising PROJECT for public works construction contract, 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").

7. Prior to advertising PROJECT for public works construction contract, secure all necessary rights of way, rights of entry and construction easements, and acquire all parcels necessary to construct, inspect, operate and maintain PROJECT.

8. Following the signing of improvement plans by all Parties, issue invoice to DISTRICT (Attn: Special Projects Section) for (i) the remainder of DESIGN CONTRIBUTION and, if applicable, (ii) DESIGN ADMIN. The invoice shall include an accounting of all design costs associated with the preparation of plans and specifications for PROJECT, a copy of the signed improvement plans, including, and if applicable, the associated design contract

administration cost. TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT.

9. After complying with Sections I.1 through I.8, advertise a public works construction contract for PROJECT pursuant to the applicable provisions of the California Public Contract Code.

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

11. After the end of DISTRICT's review period set forth in Section I.10, if DISTRICT has not rejected the bids for construction of PROJECT, award and administer a public works construction contract for PROJECT pursuant to the applicable provisions of the California Public Contract Code. COUNTY shall endeavor to award a public works Construction contract for PROJECT and begin construction within twenty-four (24) months of execution of this Agreement.

12. Provide DISTRICT (Attention: Special Projects Section) and CITY (Attention: City Engineer) with written notice that COUNTY has awarded a public works construction contract for PROJECT. The written notice shall include contractor's actual bid amounts for PROJECT, setting forth the lowest responsible bid contract amount.

13. At the time of providing written notice of the award of a construction contract as set forth in Section I.12, issue invoice to DISTRICT (Attention: Special Projects Section) for the payment of CONSTRUCTION CONTRIBUTION and CONSTRUCTION ADMINISTRATION CONTRIBUTION, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT.

14. Prior to commencing construction of PROJECT, schedule and conduct a mandatory pre-construction meeting between COUNTY, COUNTY's construction manager, COUNTY's construction contractor(s), DISTRICT, CITY, and other affected entities. COUNTY shall notify DISTRICT (Attention: Special Project Section) and CITY (Attention: City Engineer) in writing at least twenty (20) days prior to conducting the pre-construction meeting.

15. Prior to commencing construction of PROJECT, furnish DISTRICT and CITY with final mylar PROJECT plans and assign ownership of PROJECT plans to DISTRICT and CITY.

16. Not Permit any change to or modification of DISTRICT-approved and CITY-approved IMPROVEMENT PLANS that would result in a change of functionality or maintainability of PROJECT without DISTRICT's prior written permission and consent. Failure to do so shall immediately be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to COUNTY that DISTRICT is unable to: a) perform its obligations under the Agreement and b) to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITY due, either in whole or in part, to said breach of this Agreement.

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 CITY and DISTRICT employees on the site.

18. Require its construction contractor(s) to include DISTRICT and CITY as an additional insured under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include DISTRICT and CITY as a third-party beneficiary of any and all warranties of the contractor's work with regard to DISTRICT FACILITY and APPURTENANCES.

19. Prior to commencing construction of PROJECT, procure or caused to be procured insurance coverages during the term of this Agreement. COUNTY 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 COUNTY 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.

20. Construct or cause to be constructed PROJECT pursuant to a COUNTY administered public works contract in accordance with IMPROVEMENT PLANS approved by DISTRICT, and CITY.

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

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

23. Within two (2) weeks of completing PROJECT construction, provide DISTRICT with written notice (Attention: Special Projects Section and Construction Management Section) and CITY (Attention: City Engineer) that PROJECT construction is substantially complete and requesting that (i) DISTRICT conduct a final inspection of DISTRICT FACILITY and (ii) CITY conduct a final inspection of APPURTENANCES.

24. Assume ownership and sole responsibility for the operation and maintenance of PROJECT until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITY and CITY to accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES as set forth herein.

25. Upon completion of PROJECT construction, provide DISTRICT (Attention: Special Projects Section) and CITY with a copy of COUNTY's recorded Notice of Completion. The recorded Notice of Completion shall be accompanied by the final accounting of all PROJECT construction costs as set forth in Section I.5.

26. Keep an accurate accounting of all PROJECT costs and provide this accounting to DISTRICT with COUNTY's Notice of Completion, as set forth in Section I.25. The final accounting of construction costs shall including, but not limited to, payment vouchers, approved change orders and other such construction contract documents as may be necessary to establish the actual cost of construction for DISTRICT and CITY approved IMPROVEMENT PLANS.

27. At the time of providing a Notice of Completion as set forth in Section I.25, invoice DISTRICT (Attention: Special Projects Section) for CHANGE ORDERS CONTRIBUTION, subject to and provided that DISTRICT CONTRIBUTION does not exceed a total sum of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT.

28. Upon completion of PROJECT construction but prior to (i) DISTRICT's acceptance of DISTRICT FACILITY for ownership, operation and maintenance and (ii) CITY's acceptance of APPURTENANCES for ownership, operation and maintenance, provide DISTRICT and CITY with appropriate engineering documentation necessary to establish that PROJECT was constructed in accordance with DISTRICT-approved, and CITY-approved IMPROVEMENT PLANS.

29. Upon completion of PROJECT construction but prior to DISTRICT's acceptance of DISTRICT FACILITY and CITY's acceptance of APPURTENANCES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT and CITY with redlined "record drawings" of PROJECT plans. After DISTRICT

and CITY approval of the redlined "record drawings", COUNTY's engineer shall schedule with DISTRICT and CITY a time to transfer the redlined changes into DISTRICT's original mylars at DISTRICT's office, after which the engineer shall review, stamp and sign mylars "record drawings."

30. Refund to DISTRICT, within thirty (30) days of filing the Notice of Completion as set forth in Section I.25, any unexpected portions of TOTAL DISTRICT CONTRIBUTION.

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. Within thirty (30) business days of receiving COUNTY's invoice to DISTRICT, pay COUNTY for fifty percent (50%) of DESIGN CONTRIBUTION as set forth in Section I.2, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT.

3. Review IMPROVEMENT PLANS in accordance with the applicable DISTRICT, and CITY standards and approve IMPROVEMENT PLANS prior to advertising PROJECT for construction bids as set forth in Section I.3.

4. Within thirty (30) business days of receiving COUNTY's invoice to DISTRICT, pay COUNTY for the remaining fifty percent (50%) of DESIGN CONTRIBUTION following the signing of IMPROVEMENT PLANS as set forth in Section I.8, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT.

5. Within seven (7) calendar days following COUNTY's public works construction bid opening, review and approve or reject bids for construction of PROJECT.

DISTRICT may only reject bids found by DISTRICT to be unreasonably high. DISTRICT shall not unreasonably withhold approval of contract.

6. Within thirty (30) business days of COUNTY awarding PROJECT construction contract, pay the costs associated with MSHCP, which is either the lesser of (i) three percent (3%) of the lowest responsible bid price, or (ii) three percent (3%) of lowest responsible bid price less the value of applicable project-specific mitigation. This amount is separate and apart from the \$500,000.00 PROJECT amount.

7. Within thirty (30) business days of receiving COUNTY's invoice to DISTRICT , pay COUNTY for CONSTRUCTION CONTRIBUTION and CONSTRUCTION ADMINISTRATION CONTRIBUTION as set forth in Section I.13, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed the total amount of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT.

8. Conduct periodic inspections of DISTRICT FACILITY construction for quality control purposes and provide any comments to COUNTY's designated PROJECT construction inspector.

9. Upon receipt of COUNTY's written Notice of Completion that PROJECT construction is substantially complete as set forth in Section 1.25, conduct a final inspection of DISTRICT FACILITY.

10. Accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITY once all of the following takes place: (i) DISTRICT's inspection of DISTRICT FACILITY in accordance with Sections I.23 and II.8, (ii) DISTRICT's acceptance of DISTRICT FACILITY construction as being complete, (iii) DISTRICT's receipt of COUNTY's recorded Notice of Completion as set forth in Section I.25., (iv) DISTRICT's receipt of appropriate engineering documentation as set forth in Section I.28, (v) DISTRICT's receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.29, and (vi)

DISTRICT's sole determination that DISTRICT FACILITY are in a satisfactorily maintained condition as set forth in Section IV.4.

11. Pay COUNTY, withing thirty (30) business days after receipt of COUNTY's appropriate invoice, for CHANGE ORDERS CONTRIBUTION, as set forth in Section I.27, subject to and provided that DISTRICT CONTRIBUTION does not exceed a total sum of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT.

SECTION III

CITY shall:

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

2. Review and approve IMPROVEMENT PLANS prior to COUNTY advertising PROJECT, for construction bids.

3. Relocate or cause to be relocated all conflicting CITY owned utilities. CITY shall also order the relocation of all other non-CITY owned utilities within CITY rights of way which conflict with the construction of PROJECT.

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

5. Upon receipt of COUNTY's written notice that PROJECT construction is substantially complete, conduct a final inspection of APPURTENANCES.

12. Accept ownership and responsibility for the operation and maintenance of APPURTENANCES once the following takes place: (i) CITY inspection of APPURTENANCES in accordance with Sections I.23. and III.4., (ii) CITY acceptance of APPURTENANCES as being complete, (iii) receipt of COUNTY's recorded Notice of Completion as set forth in Section I.25., (iv) receipt of appropriate engineering documentation as

set forth in Section I.28., and (v) CITY's receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.29.

SECTION IV

It is further mutually agreed:

1. Notwithstanding any other provision herein this agreement TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Five Hundred Thousand Dollars (\$500,000.00) for PROJECT and shall be used by COUNTY solely for the purpose of the design and 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 CONSTRUCTION CONTRIBUTION, COUNTY shall refund the difference to DISTRICT within thirty (30) business days of COUNTY's filing the Notice of Completion for PROJECT.

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

4. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITY, DISTRICT FACILITY shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, in the sole discretion of DISTRICT, DISTRICT FACILITY is not in an acceptable condition, corrections will be made at sole expense of COUNTY.

5. DISTRICT, the CITY, the State of California or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. COUNTY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. COUNTY

agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

6. COUNTY shall indemnify, defend, save and hold harmless DISTRICT and CITY (including their respective directors, officers, Board of Supervisors, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to COUNTY's (including its officers, 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.

7. 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.

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

9. 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. Neither Party 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 effect.

11. 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.

12. 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

RIVERSIDE COUNTY OFFICE OF
ECONOMIC DEVELOPMENT
3403 Tenth Street, Suite 400
Riverside, CA 92501
Attn: Erik V. Sydow

CITY OF PERRIS
101 N. D Street
Perris, CA 92570
Attn: John Pourkazemi

13. 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.

14. Any waiver by the Parties 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 the Parties 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 stopping the Parties from enforcing this Agreement.

15. 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 COUNTY in writing. Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by COUNTY.

16. 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.

17. 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.

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

19. 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 Cooperative Agreement on


May 21, 2024

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

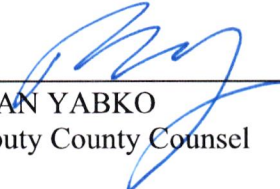
**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**


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:
MINH C. TRAN
COUNTY COUNSEL

ATTEST:
KIMBERLY RECTOR
Clerk of the Board

By 
RYAN YABKO
Deputy County Counsel

By 
Deputy

(SEAL)

Cooperative Funding Agreement with the County of Riverside and City of Perris
Metz Road Lateral Storm Drain
Project No. 4-0-00081
Miscellaneous No. 213
MM:bjj
03/18/24

RECOMMENDED FOR APPROVAL:


By 
SUZANNE HOLLAND, Director
Office of Economic Development

COUNTY OF RIVERSIDE

By 
CHUCK WASHINGTON, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

By 
STEPHANIE NELSON
Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By 
Deputy

(SEAL)

Cooperative Funding Agreement with the County of Riverside and City of Perris
Metz Road Lateral Storm Drain
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MM:blj
03/18/24

MAY 21 2024

3.30 / 11.2


RECOMMENDED FOR APPROVAL:

CITY OF PERRIS

By 
CLARA MIRAMONTES
City Manager

APPROVED AS TO FORM:

ATTEST:

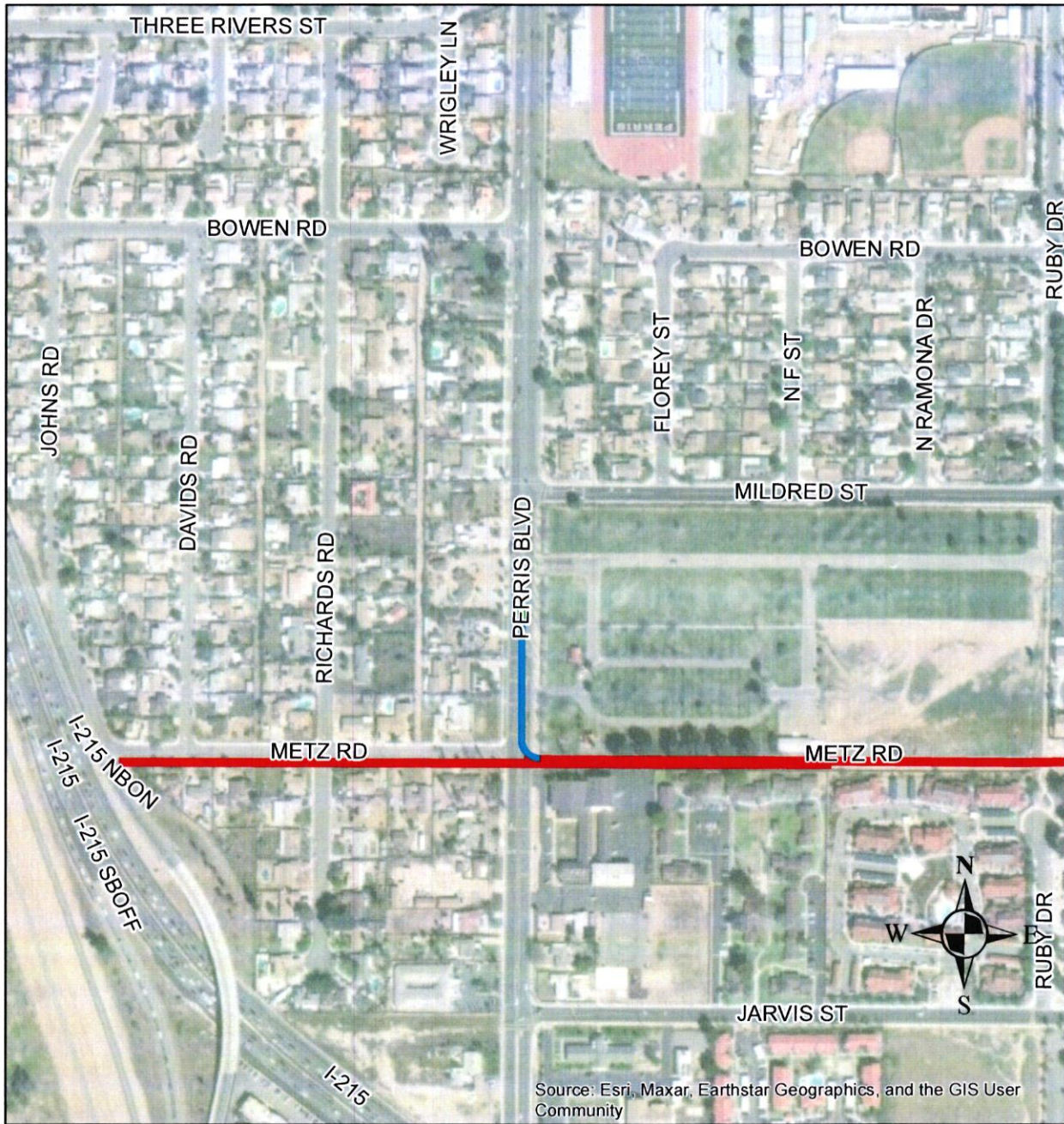
By 
ROBERT KHUU
City Attorney

By 
NANCY SALAZAR
City Clerk

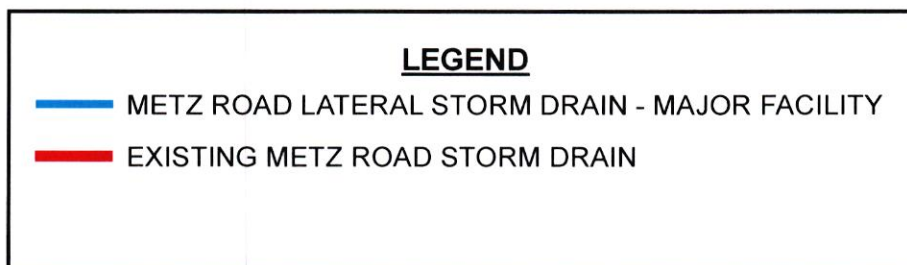
(SEAL)

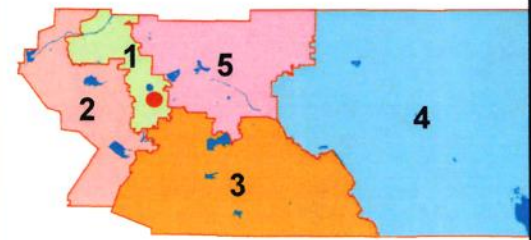
Cooperative Funding Agreement with the County of Riverside and City of Perris
Metz Road Lateral Storm Drain
Project No. 4-0-00081
Miscellaneous No. 213
MM:blj
03/18/24

Exhibit A



Cooperative Funding Agreement
Metz Road Lateral Storm Drain
Project No: 4-0-00081
Miscellaneous No. 213





Legend

-  Project Vicinity
-  Existing Facilities
-  Pending Acceptance Facilities
-  Supervisorial District
-  City of Perris
-  County of Riverside

Description

Metz Road Lateral Storm Drain
Project No. 4-0-00081



VICINITY MAP

