

FUNDING AGREEMENT
WRCRWA - Bluff Street Reclaimed Water Pipeline
Project No. 2-6-00993

The Riverside County Flood Control and Water Conservation District, hereinafter called "DISTRICT", and the City of Corona, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. CITY has budgeted for and plans to design, construct, operate and maintain certain water reclamation facilities within the city of Corona. These water reclamation facilities will help alleviate reliance on and allow for replenishment of the Temescal Groundwater Basin; and

B. These water reclamation facilities will consist of WRCRWA - Bluff Street Reclaimed Water Pipeline ("PROJECT") consisting of approximately 5,100 lineal feet of reclaimed water pipeline system to be constructed between the Western Riverside County Regional Wastewater Authority (WRCRWA) Wastewater Treatment Plant and an existing 20-inch reclaimed water pipeline located in River Road at Bluff Street, as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

C. CITY desires that DISTRICT, pursuant to California Water Code Appendix 48-1 et seq., contribute funding for the construction of PROJECT which benefits the zone in which the project is located; and

D. DISTRICT wishes to support CITY'S efforts to design and construct PROJECT by providing financial contributions toward the following:

- (i) District-approved design costs ("DESIGN COST") for PROJECT;
- (ii) Approved cost of construction bid amount for PROJECT by lowest responsible bidder ("BID AMOUNT"); and
- (iii) District-approved change orders ("CHANGE ORDERS") for PROJECT.

1 Together, DESIGN COST, BID AMOUNT and CHANGE ORDERS are called
2 ("ACTUAL CONSTRUCTION COSTS"); and

3 E. DISTRICT wishes to provide only financial assistance to CITY and have no other
4 role; and

5
6 F. DISTRICT wishes to contribute fifty percent (50%) of ACTUAL
7 CONSTRUCTION COSTS for the construction of PROJECT. DISTRICT will contribute fifty
8 percent (50%) of DESIGN COST ("DESIGN CONTRIBUTION"), fifty percent (50%) of BID
9 AMOUNT ("BID CONTRIBUTION") and fifty percent (50%) of the cost of CHANGE ORDERS
10 ("FINAL DISTRICT CONTRIBUTION"). Together, DESIGN CONTRIBUTION, BID
11 CONTRIBUTION and FINAL DISTRICT CONTRIBUTION are called "TOTAL DISTRICT
12 CONTRIBUTION"; and

13
14 G. TOTAL DISTRICT CONTRIBUTION shall not exceed one million five hundred
15 thousand dollars (\$1,500,000).

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

18 SECTION I

19
20 CITY shall:

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

25 2. Provide DISTRICT with the estimated PROJECT engineering design cost and
26 associated design schedule. As PROJECT design progresses, CITY shall update said design
27 schedule as requested by DISTRICT.
28

1 3. Prepare or cause to be prepared the necessary plans and specifications for
2 PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with the applicable
3 DISTRICT and CITY standards, and provide a copy to DISTRICT for its record prior to
4 advertising PROJECT for construction bids.
5

6 4. Keep an accurate accounting of DESIGN COST, and include this accounting when
7 invoicing DISTRICT for payment of DESIGN CONTRIBUTION.

8 5. Invoice DISTRICT for DESIGN CONTRIBUTION following the signing of
9 IMPROVEMENT PLANS by all parties.

10 6. Obtain, at its sole cost and expense, all necessary permits, approvals or agreements
11 required by any federal, state and local resource or regulatory agencies pertaining to PROJECT.
12

13 7. Obtain all necessary rights of way, rights of entry and temporary construction
14 easements, if any, necessary to construct, operate and maintain PROJECT.

15 8. Advertise, award and administer a public works construction contract for
16 PROJECT at its sole cost and expense.

17 9. Provide DISTRICT with written notice (Attention: Water Conservation Planning
18 Section) that CITY has awarded a construction contract for PROJECT. The written notice shall
19 include the Contractor's actual bid amount for PROJECT, setting forth the lowest responsible bid
20 contract price for PROJECT construction as set forth herein.
21

22 10. Prior to commencing PROJECT construction, furnish DISTRICT with copies of
23 IMPROVEMENT PLANS signed by all parties.

24 11. Keep an accurate accounting of BID AMOUNT and CHANGE ORDERS for
25 PROJECT, and include this accounting when invoicing DISTRICT for payment of BID
26 CONTRIBUTION and FINAL DISTRICT CONTRIBUTION.
27
28

1 12. Invoice DISTRICT (Attention: Chief of Watershed Protection) for BID
2 CONTRIBUTION at the time of providing written notice of the award of a construction contract
3 for PROJECT as set forth in Section I.9.
4

5 13. Construct or cause to be constructed PROJECT pursuant to a CITY administered
6 construction contract, and pay all costs associated therewith.

7 14. Inspect PROJECT construction or cause PROJECT'S construction to be inspected
8 by its construction manager(s).

9 15. Furnish or cause its construction manager(s) to furnish all construction survey and
10 materials testing services necessary to construct PROJECT.
11

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

14 17. Upon completion of construction of PROJECT, provide or cause its civil engineer
15 of record or construction civil engineer of record, duly registered in the State of California, to
16 provide DISTRICT with "RECORD DRAWING" plans.
17

18 18. Upon completion of construction of PROJECT, provide DISTRICT with written
19 justification and accounting for any CHANGE ORDERS, and provide DISTRICT with the
20 opportunity to review and approve said CHANGE ORDER(S).

21 19. Upon DISTRICT'S approval or rejection of CHANGE ORDER(S), conduct a final
22 accounting of ACTUAL CONSTRUCTION COSTS for PROJECT, invoice DISTRICT
23 (Attention: Chief of Watershed Protection) for FINAL DISTRICT CONTRIBUTION for
24 PROJECT, and provide DISTRICT with a copy of CITY'S recorded Notice of Completion for
25 PROJECT.
26

27 SECTION II

28 DISTRICT shall:

any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT'S (including its officers, Board of Supervisors, 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's fees or (d) any other element of any kind or nature whatsoever.

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

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

6. 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: Watershed Protection Division

CITY OF CORONA
755 Corporation Yard Way
Corona, CA 92880
Attn: Tom Koper (Department of
Water and Power)

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.

1 8. This Agreement is the result of negotiations between the parties hereto and the
2 advice and assistance of their respective counsel. The fact that this Agreement was prepared as a
3 matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or
4 ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
5 prepared this Agreement in its final form.
6

7 9. This Agreement is made and entered into for the sole protection and benefit of the
8 parties hereto. No other person or entity shall have any right or action based upon the provisions
9 of this Agreement.
10

11 10. Any action at law or in equity brought by any of the parties hereto for the purpose
12 of enforcing a right or rights provided for by the Agreement shall be tried in a court of competent
13 jurisdiction in the County of Riverside, State of California, and the parties hereto waive all
14 provisions of law providing for a change of venue in such proceedings to any other county.
15

16 11. In the event of any arbitration, action or suit brought by either CITY or DISTRICT
17 against the other party by reason of any breach on the part of the other party of any of the
18 covenants and agreements set forth in this Agreement, or any other dispute between DISTRICT
19 and CITY concerning this Agreement, the prevailing party in any such action or dispute, by a
20 final judgment or arbitration award, shall be entitled to have and recover from the other party all
21 costs and expenses or claims including, but not limited to, attorney's fees and expert witness fees.
22 This section shall survive any termination of this Agreement.
23

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

1 13. The obligation(s) of DISTRICT are limited by and contingent upon the availability
2 of DISTRICT funds for DISTRICT'S financial contribution towards PROJECT as set forth herein.
3
4 In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately
5 notify CITY in writing.

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

11 //

12 //

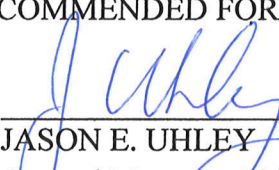
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

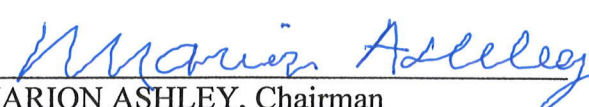
APR 11 2017

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
JASON E. UHLEY
General Manager-Chief Engineer

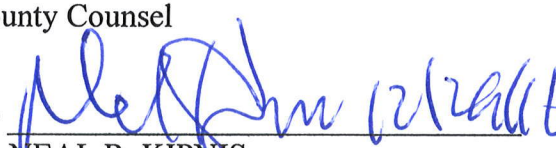
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

By 
Deputy

(SEAL)

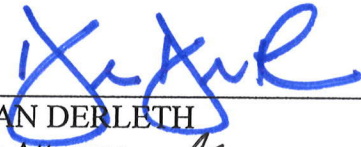
Funding Agreement - City of Corona
WRCRWA - Bluff Street Reclaimed Water Pipeline
Project No. 2-6-0993
LMD:CSS:blm
11/16/16

CITY OF CORONA

By 


DARRELL TALBERT
City Manager

APPROVED AS TO FORM:

By 

DEAN DERLETH
City Attorney

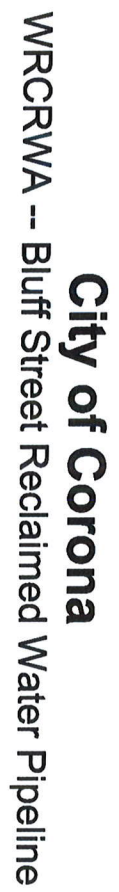
ATTEST:

By 

LISA MOBLEY
City Clerk

(SEAL)

Funding Agreement - City of Corona
WRCRWA - Bluff Street Reclaimed Water Pipeline
Project No. 2-6-0993
LMD:CSS:blm
11/16/16



Legend

 Proposed Reclaimed Water Pipe

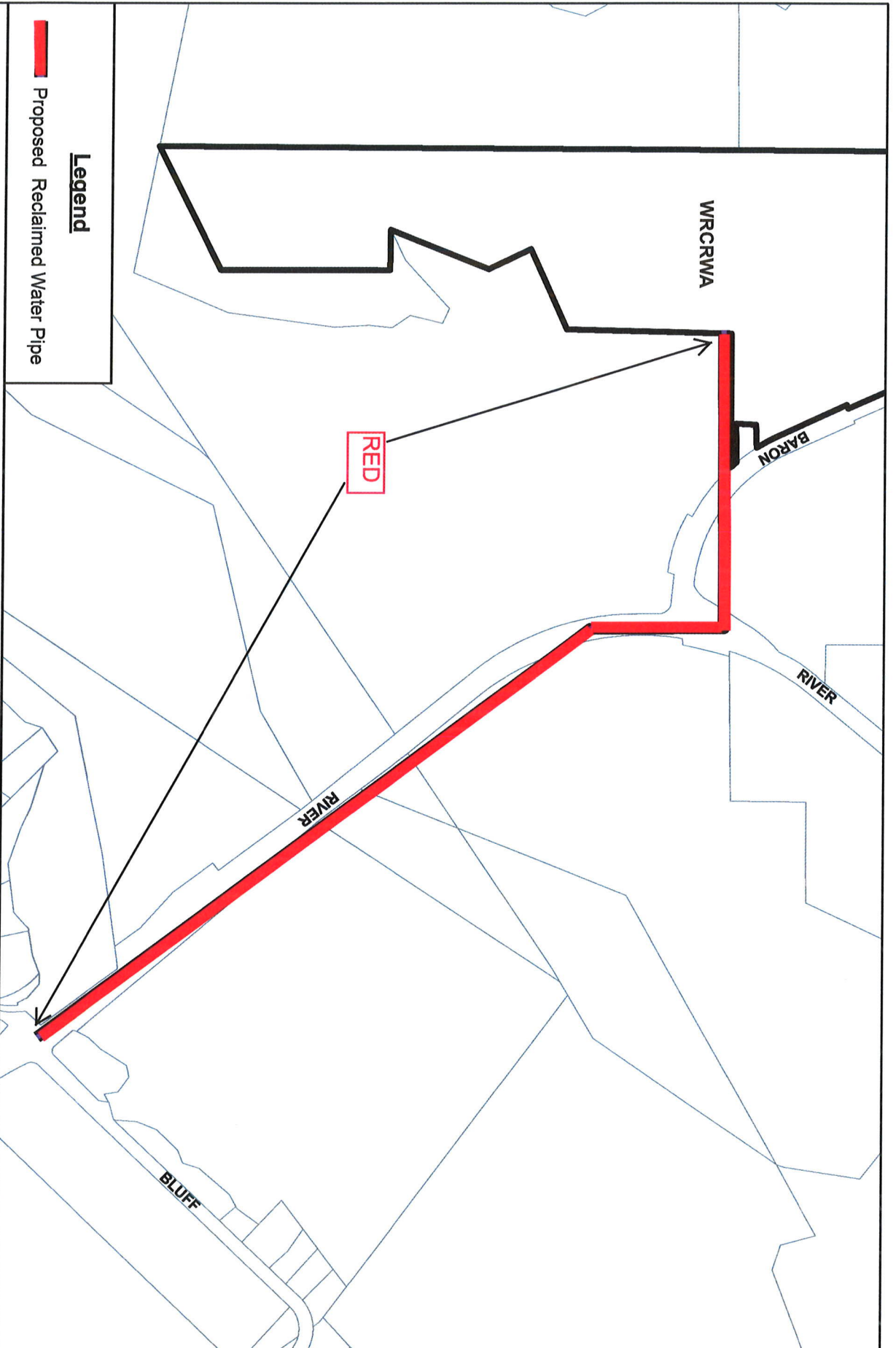


EXHIBIT A