

**FUNDING AGREEMENT
BY AND BETWEEN
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
AND
CITY OF CORONA**

This FUNDING AGREEMENT ("AGREEMENT") is entered into on _____ by and between the RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT, a special district, hereinafter called "DISTRICT", and the CITY of CORONA, a California municipal corporation, hereinafter called "CITY". The DISTRICT and CITY are sometimes hereinafter referred to collectively as the Parties.

RECITALS

WHEREAS, the Water Resources Development Act of 1986, P.L. 99-662 authorized construction of certain flood control improvements on the Santa Ana River and Santiago Creek, California, which includes as a component thereof, improvements to the Prado Dam and Basin ("PRADO DAM"), the Phase II construction of the Auxiliary Embankment, adding on roughly 640 feet of length and about 25 feet of height onto an existing earth embankment, all within and adjacent to approximately 18.2 acres of land owned in fee title by the Orange County Flood Control District and located within jurisdictional boundaries of the City of Corona; and

WHEREAS, due to the improvements project undertaken for PRADO DAM, Orange County Flood Control District requires relocation of cathodic protection equipment owned by the CITY and concrete encasement for existing reclaimed waterline and sewer pipe also owned by City, hereinafter referred to as "PROJECT"; and

WHEREAS, CITY is the lead agency and local sponsor of PROJECT responsible for the preparation of PROJECT plans, specifications, and estimates and construction administration; and

WHEREAS, DISTRICT desires to include as part of the PROJECT replacement of an existing public sewer manhole, installation of a sewer stub and line extension to serve future DISTRICT facility to be located along the Santa Ana River Trail, as shown in Exhibit A, attached hereto and by this reference incorporated herein, hereinafter referred to as "IMPROVEMENTS;" and

WHEREAS, it is understood by DISTRICT that this AGREEMENT addresses the present desired construction of the IMPROVEMENTS and does not ensure future acceptance of ownership or maintenance by CITY of IMPROVEMENTS to allow the incorporation of Sewer Stub line and components as part of City sanitary system; and that any future request for approval of such use or modifications will require DISTRICT to provide and pay for the appropriate environmental documentation to demonstrate compliance with CEQA and/or NEPA; and

WHEREAS, PARTIES desire to prepare an agreement which delineates the roles and responsibilities of the PARTIES for funding, design, administration, and construction of IMPROVEMENTS; and

WHEREAS, it is understood by the PARTIES that at such time the DISTRICT constructs a facility and connects to the IMPROVEMENTS, the DISTRICT will establish a sewer service account with the CITY as a utility user for the DISTRICT's facility along the Santa Ana River Trail; and

WHEREAS, DISTRICT will provide the design plans, specifications and cost estimate for IMPROVEMENTS; and

WHEREAS, CITY is willing to 1) review the plans for IMPROVEMENTS, including with respect to compatibility with relocation of its cathodic protection equipment, and 2) undertake all activities necessary to administer and implement the construction of IMPROVEMENTS as part of the PROJECT; and

WHEREAS, CITY is willing to accept the funds from DISTRICT that are needed to undertake all activities necessary to administer and implement the construction of IMPROVEMENTS, hereinafter referred to as "IMPROVEMENT FUND".

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by this reference.
2. **Purpose.** The purpose of this AGREEMENT between the PARTIES is to establish the terms and conditions for implementation of the IMPROVEMENTS.
3. **Term.** The term of this AGREEMENT shall commence upon the last date this AGREEMENT has been executed by the CITY's City Council and DISTRICT's Board of Directors. Thereafter, the AGREEMENT shall remain in effect unless terminated by either PARTY provided that written notice of termination is given to the other PARTY pursuant to Paragraph 7.
4. **DISTRICT Responsibilities.**
 - a. The DISTRICT agrees to provide funds in an amount estimated to be Two Hundred Fifty Thousand Dollars (\$250,000) for implementation of the IMPROVEMENTS and to reimburse the CITY for administrative costs in an amount estimated to be Seventy Thousand Dollars (\$70,000). Nothing in this AGREEMENT is intended to commit the DISTRICT to funding any portion of the PROJECT beyond the Improvements. The estimated costs for the Improvements are provided in this section. DISTRICT agrees should circumstances arise which result in an increase of any costs over those shown herein, DISTRICT will in good faith approve any necessary change orders and reimburse City for any such costs under this AGREEMENT.
 - b. Upon CITY's request and based upon an engineer's estimate of IMPROVEMENTS that have been approved by the DISTRICT, DISTRICT shall provide to CITY the requested funds over the estimated amounts within the time provided for in paragraph 4(e) below.
 - c. The DISTRICT, at no cost to the PROJECT, shall have the right of oversight of the IMPROVEMENTS portion of the PROJECT, to provide prompt reviews and approvals, as appropriate, of submittals by CITY, and to cooperate in timely processing of the PROJECT.
 - d. DISTRICT may at its discretion, at no cost to CITY, furnish a resident engineer during construction of the IMPROVEMENTS portion of the PROJECT. DISTRICT shall be entitled to consult and cooperate with CITY's resident engineer, ensure conformance of the construction of IMPROVEMENTS with the approved plans and specifications and provide review and approval for any change orders.

e. DISTRICT shall be responsible for payment of all approved change orders for IMPROVEMENTS portion of PROJECT. All change orders shall be subject to review, consultation and concurrence by DISTRICT prior to their execution and implementation. Subject to this paragraph and the paragraph above, DISTRICT shall pay the costs for all approved change orders that are within ten percent (10%) of the estimate of the IMPROVEMENTS work within thirty (30) days after receipt of a written request for payment from CITY provided such costs do not exceed the total estimated amount under this AGREEMENT. In the event that the costs of the changes orders exceed 10% of the estimate of the IMPROVEMENTS work and the total amount authorized by the DISTRICT in this AGREEMENT, the DISTRICT shall have sixty (60) days to pay the CITY provided CITY has submitted the change order request and documentation within Fifteen (15) days after the CITY is notified by the contractor or becomes aware that the change order is needed. Documentation for change order requests pertaining to the IMPROVEMENTS shall be provided to DISTRICT before the DISTRICT would be obligated to pay for such change order costs.

f. DISTRICT shall pay funds to CITY, in addition and separate from funds for the IMPROVEMENTS, for reasonable costs and expenses incurred by CITY in the performance of this AGREEMENT and only for such costs that are directly attributable for the CITY'S performance as it relates to the IMPROVEMENTS, hereinafter referred to as "ADMINISTRATION FUND". DISTRICT shall make an initial deposit with CITY of Twenty thousand dollars (\$20,000) towards the ADMINISTRATION FUND and DISTRICT shall deposit additional funds for ADMINISTRATION FUND within thirty (30) calendar days of receipt of written request for replenishment of ADMINISTRATION FUND from CITY. CITY shall submit documentation and justification with all requests for replenishment of the ADMINISTRATION FUND.

g. DISTRICT shall be responsible for obtaining and securing all rights of way, regulatory permits, CEQA and NEPA clearance any necessary approvals and permits, licenses, leases and/or out grants required for any future modifications of IMPROVEMENTS.

5. **CITY Responsibilities.**

a. CITY shall review plans and specifications for the IMPROVEMENTS portion of PROJECT for compatibility with CITY's standards and to incorporate the IMPROVEMENTS plans with the PROJECT plans.

b. CITY shall deposit all IMROVEMENT FUND payments received from DISTRICT to a non-interest bearing deposit account, and use said funds to cover construction costs and provide periodic accounting in a manner acceptable to both CITY and DISTRICT. CITY shall use due care to manage this deposit as prescribed herein.

c. CITY shall deposit all ADMINISTRATION FUND payments from DISTRICT in a non-interest bearing deposit account, and use said funds to cover its administrative costs only as it relates to work performed and costs incurred for administration of the IMPROVEMENTS portion of the PROJECT and provide periodic accounting in a manner acceptable to both CITY and DISTRICT. CITY shall use due care to manage this deposit as prescribed herein.

d. The CITY shall advertise, award and administer a public works contract for the

construction of the PROJECT in accordance with the Local Agency Public Construction Act, Federal Regulations, the California Labor Code, applicable state and federal requirements. Prior to advertising for bids for the PROJECT, CITY shall submit the engineer's estimate for review and approval of costs as it relates to the IMPROVEMENTS portion of the PROJECT to the DISTRICT for review and concurrence on the estimates.

e. After bid opening for PROJECT, if the total IMPROVEMENT FUND required for IMPROVEMENT portion of PROJECT, as set forth in the lowest responsible bid, as determined by the CITY, exceed the fund remitted to CITY by DISTRICT, CITY shall notify the DISTRICT of the bid amount and obtain approval of the costs prior to the CITY awarding the construction contract. CITY shall provide a written justification supporting such excess amount to DISTRICT prior to the award of the IMPROVEMENT contract by the CITY to the successful bidder. After DISTRICT receives, reviews, and approves of such written justification, DISTRICT shall provide such excess amount with CITY within sixty (60) calendar days of the receipt of a request for payment from CITY provided such increased amount does not require Board approval as described in Section 4a. herein this AGREEMENT.

f. If the successful bid is such that total IMPROVEMENT FUND required to implement IMPROVEMENTS is less than DISTRICT's initial deposit payment, CITY may retain the difference until the date the notice of completion for the PROJECT has been filed and any remaining amounts at such time shall be refunded pursuant to Section 5k. herein.

g. The CITY shall cause the CITY'S contractor to maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in an amount of at least a \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of at least a \$1,000,000 minimum. Endorsements to each policy shall be required which name the DISTRICT and CITY, their officers, agents and employees as additionally insured. The CITY shall also require its contractor to maintain Worker's Compensation Insurance. The insurance requirements imposed upon the contractors shall be of the types and in the amounts satisfactory to both CITY and DISTRICT prior to construction but not less than the amounts specified herein this section.

h. CITY shall require its contractors indemnify, defend and hold harmless, and cause all its subcontractors to indemnify, defend and hold harmless, the DISTRICT for any claims based upon and as a result of the contractor's and subcontractor's acts, omissions and performance of the work for the IMPROVEMENTS portion of the PROJECT contemplated by this AGREEMENT.

i. CITY shall construct PROJECT in accordance with approved Plans and Specifications documents for the PROJECT.

j. CITY shall submit to the DISTRICT any contract change order that relates to changes to the work for the IMPROVEMENTS portion of the PROJECT for the DISTRICT's review and approval prior to final authorization by CITY. The CITY'S will remain the point of contact for the PROJECT and all communication shall be submitted to the CITY's resident engineer assigned to the PROJECT for efficiency and to avoid confusion or disputes.

k. Upon completion of PROJECT, CITY shall provide to DISTRICT a final written

accounting of IMPROVEMENT FUND for the IMPROVEMENTS and refund any amount remaining in IMPROVEMENT FUND, as indicated by CITY's accounting within sixty (60) calendar days of the date of the notice of completion is filed for the PROJECT.

1. After completion of PROJECT, CITY shall provide to DISTRICT a final written accounting of ADMINISTRATION FUND and refund any amount remaining in ADMINISTRATION FUND as indicated by CITY's annual financial reporting within thirty (30) calendar days of the date of the completion of final financial reporting.

6. **Mutual Responsibilities.**

a. Ownership and title to all materials, equipment, and appurtenances installed as part of this AGREEMENT will automatically vest with the jurisdiction within which the improvements reside and no further agreement will be necessary to transfer ownership.

b. DISTRICT and CITY shall retain or cause to be retained for audit for a period of three (3) years from the date of final payment, all records and accounts relating to the PROJECT.

c. The CITY shall indemnify and hold harmless the DISTRICT, and its directors, officers, and employees from and against all liabilities, including, without limitation, all claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs, including, but not limited to, reasonable attorneys' fees, court costs and costs of alternative dispute resolution that arise from any occurrence within any portion of the PROJECT that arises out of, pertains to, or relates to the CITY's failure to perform the activities necessary to complete the PROJECT and to comply with the terms and conditions as is required in this Agreement (collectively, "Claims"). Notwithstanding anything else herein, the CITY shall fully indemnify, defend and hold the DISTRICT harmless from any liability imposed for any injury or damage occurring by reason of anything done or omitted to be done by the CITY under or in connection with any obligation delegated to the CITY under this Agreement.

d. The DISTRICT shall indemnify and hold harmless the CITY, and its directors, officers, and employees from and against all liabilities, including, without limitation, all claims, losses, damages, penalties, fines and judgments, associated investigation and administrative expenses, and defense costs, including, but not limited to, reasonable attorney's fees, court costs and costs of alternative dispute resolution that arise from any occurrence within any of IMPROVEMENTS portion of the PROJECT that is within the DISTRICT's jurisdiction and control and that do not arise out of, pertain to, or relate to the CITY's failure to perform the activities necessary to complete the PROJECT and to comply with the terms and conditions as is required in this Agreement. Notwithstanding anything else herein, the DISTRICT shall fully indemnify, defend and hold the CITY harmless from any liability imposed for any injury or damage occurring by reason of anything done or omitted to be done by the DISTRICT under or in connection with any obligation delegated to the DISTRICT under this Agreement.

7. **Termination.** This AGREEMENT shall terminate upon completion of the PROJECT or upon mutual agreement of the parties in writing and duly approved by both parties.

8. **Severability.** If any provision in this AGREEMENT is adjudicated, determined or held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT will nevertheless continue in full force without being impaired or invalidated in any way.

9. **Applicable Law.** This AGREEMENT is to be construed in accordance with the laws of the State of California. In the event of any legal action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction located in Riverside County, California and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

10. **Assignment.** Neither the CITY nor DISTRICT shall assign this AGREEMENT without the written consent of the other party.

11. **No Third Party Beneficiaries.** This AGREEMENT is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this AGREEMENT.

12. **Notices.** Any and all notices which may be required or sent to the Parties of this AGREEMENT shall be in writing. Such notices will be deemed effective when delivered in person or on the second business day after deposit in the United States mail, first class, postage prepaid and addressed to the following addresses:

IF TO DISTRICT:

RIVERSIDE COUNTY REGIONAL
PARK & OPEN-SPACE DISTRICT
ATTN:
4600 Crestmore Road
Jurupa Valley, CA 92509
Facsimile No. (951) 955-4305

IF TO CITY:

CITY OF CORONA
PUBLIC WORKS DEPARTMENT
ATTN: Public Works Director
400 S Vicentia Avenue
Corona, CA 92882

Notwithstanding the above, the PARTIES may also provide notices by facsimile transmission, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or in the event of receipt after business hours, the following business day. Any notices, correspondence, reports and/or statements authorized or required by this AGREEMENT, addressed in any other fashion shall be deemed not given. Either PARTY hereto may change its address to which notices are to be sent by giving written notice of such change to the other PARTY.

12. **Interpretation.** Titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this AGREEMENT or any provisions hereof. This AGREEMENT is the result of negotiations between the Parties hereto, and the advice and assistance of their respective counsel. No provision in this AGREEMENT is to be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision.

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

14. **Entire Agreement.** 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.

15. **Amendments.** This AGREEMENT may be changed or modified only in writing and upon the approval and execution of the writing by the Parties hereto.

16. **Parties Representatives.**

a. CITY'S authorized designee, hereinafter referred to as "CITY REPRESENTATIVE," shall be CITY'S representative in all matters pertaining to this AGREEMENT.

b. DISTRICT's General Manager, or an authorized designee, hereinafter referred to as "DISTRICT REPRESENTATIVE," shall be DISTRICT's representative in all matters pertaining to this AGREEMENT.

17. **EXHIBITS.** This AGREEMENT incorporates by this reference, the following exhibit, which is attached hereto and incorporated herein.

18. **AUTHORITY.** The PARTIES to this AGREEMENT represent and warrant that this AGREEMENT has been duly authorized and executed and constitutes the legally binding obligation of their respective organizations or entities, enforceable in accordance with its terms.

[Signature Provisions on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT by their respective duly authorized representatives.

**RIVERSIDE COUNTY REGIONAL PARK
AND OPEN-SPACE DISTRICT**, a special
district

By: 
KEVIN JEFFRIES
Chairman, Board Of Directors

Date: SEP 12 2017

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
DEPUTY

(SEAL)

CITY OF CORONA, a California
municipal corporation

By: _____
Darrell Talbert
City Manager

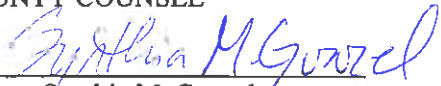
Date: _____

ATTEST:

By: _____
City Clerk of
City of Corona

APPROVED AS TO FORM:

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
COUNTY COUNSEL

By: 
Cynthia M. Gunzel
Supervising Deputy County Counsel

By: _____
Dean Derleth
City Attorney

EXHIBIT A

DEPICTION OF SEWER STUB AND LINE EXTENSION



CITY COUNCIL

DICK HALEY: MAYOR

KAREN SPIEGEL VICE MAYOR

EUGENE MONTANEZ
RANDY FOX
JASON SCOTT

CITY MANAGER

DARRYL TAI BERT

GENERAL NOTES

- ## EXCAVATION

- [illegible]

ULTIMES

- THE DIRECTOR OF THE FBI HAS REQUESTED THAT YOU ADVISE THE FBI OF ANY INFORMATION THAT YOU MAY HAVE RECEIVED FROM ANY SOURCE THAT COULD BE OF ASSISTANCE IN THE INVESTIGATION OF THE MATTER OF THE ALLEGED ATTEMPT TO OBTAIN A PASSPORT FOR THE SUBJECT OF THIS MATTER, AND TO ADVISE THE FBI OF ANY INFORMATION THAT YOU MAY HAVE RECEIVED FROM ANY SOURCE THAT COULD BE OF ASSISTANCE IN THE INVESTIGATION OF THE MATTER OF THE ALLEGED ATTEMPT TO OBTAIN A PASSPORT FOR THE SUBJECT OF THIS MATTER.

CALL TODAY TO GET YOUR FREE INFORMATION KIT

- CALL TODAY TO GET YOUR FREE INFORMATION KIT**

[illegible]

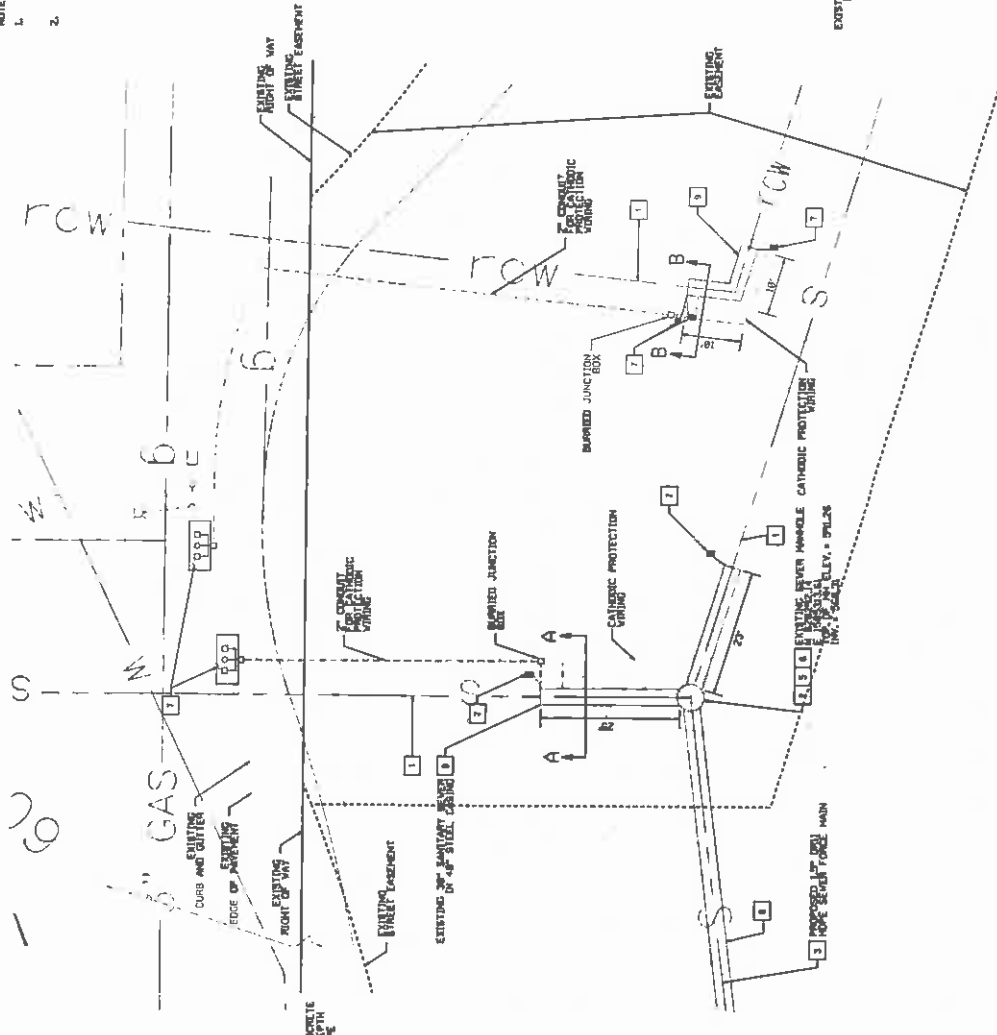
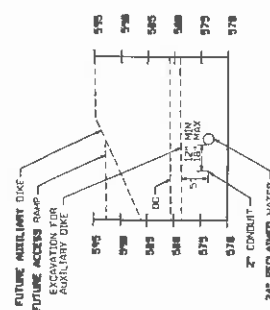
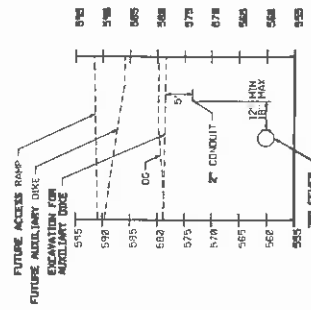
2166-7082

CONSTRUCTION NOTES

1. PROTECT IN PLACE (AS NOTED)
2. REMOVAL AND DISPOSE OF EXISTING CITY OF CORONA MANHOLE
3. INSTALL 450 LF OF 1.5" DIA. HOPE SEWER FORCE MAIN PER CITY OF CORONA STD PLAN 308 (SEE SHEET U-01)
4. CONSTRUCT 8' MANHOLE PER CITY OF CORONA STD PLAN 308
5. CONNECT 8" HOPE SEWER FORCE MAIN TO MANHOLE PER CITY OF CORONA STD PLAN 303 AND RECONNECT EXISTING 30" SEWER
6. RELOCATE EXISTING CATHODIC PROTECTION TEST STATION, BOXES, AND ELECTRICAL TO VOID CONFLICT WITH THE AUXILIARY DICE TIE-IN PROJECT PER CITY OF CORONA STD PLAN 450 AND 491
7. ENCASE PIPELINE WITH 75 CY OF 2500 PSI CONCRETE WITH TYPE III/4 CEMENT PER DETAIL 1 ON SHEET U-01
8. ENCASE EXISTING PIPELINE WITH 75 CY OF 2500 PSI CONCRETE WITH TYPE III/4 CEMENT PER DETAIL 1 ON SHEET U-01
9. ENCASE EXISTING PIPELINE WITH 75 CY OF 2500 PSI CONCRETE WITH TYPE III/4 CEMENT PER DETAIL 1 ON SHEET U-01

NOTES

1. CONTRACTOR SHALL COORDINATE SEWER BYPASS WITH CITY.



DETAIL 1
CATHODIC PROTECTION RELOCATION

DETAIL 2
MANHOLE ELEVATION

- NOTES:
1. CONTRACTOR SHALL ENSURE THAT PRE-CAST CONCRETE MANHOLE MANUFACTURED BY CITY OF CORONA IS IN GOOD CONDITION AND SHALL BE REPAIRED OR REPLACED AS NECESSARY.
 2. PIPE JOINT AND PIPE BASE SHALL MEET SPECIFICATIONS.

Michael Baker
INTERNATIONAL

Underground Service Alert

Call: TOLL FREE 811

CITY OF CORONA

SANTA ANA RIVER TRAIL STAGING AREA SEWER EXTENSION

SEWER FORCE MAIN BYPASS

DATE	10/1/2019	BY	Michael Baker	DATE	10/1/2019	BY	Michael Baker
PROJECT	SANTA ANA RIVER TRAIL STAGING AREA SEWER EXTENSION	DATE	10/1/2019	PROJECT	SANTA ANA RIVER TRAIL STAGING AREA SEWER EXTENSION	DATE	10/1/2019
DESCRIPTION	SEWER FORCE MAIN BYPASS	DATE	10/1/2019	DESCRIPTION	SEWER FORCE MAIN BYPASS	DATE	10/1/2019
SCALE	AS SHOWN	DATE	10/1/2019	SCALE	AS SHOWN	DATE	10/1/2019
REVISION		DATE	10/1/2019	REVISION		DATE	10/1/2019