

FUNDING AGREEMENT

Coldwater Canyon Recharge Basin Study
Project No. 2-0-10055

The Funding Agreement ("Agreement"), dated as of _____, 2024, is entered into by the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("DISTRICT"), and the CITY OF CORONA, a municipal corporation ("CITY"). DISTRICT and CITY are collectively referred to herein as the "Parties" and individually as "Party". The Parties hereto agree as follows:

RECITALS

A. CITY plans to review and update designs for the Coldwater Canyon Recharge Basin, which consists of CITY designed retention basins, the Chandler mining pit and associated appurtenances ("COLDWATER CANYON RECHARGE STUDY"). COLDWATER CANYON RECHARGE STUDY would (i) re-evaluate runoff from Coldwater Canyon and Mayhew Canyon for water conservation efforts, (ii) mitigate downstream flood impacts and (iii) study solutions to potential water quality impacts from the Chandler mining pit; and

B. Due to mutual interest in COLDWATER CANYON RECHARGE STUDY, CITY desires DISTRICT to contribute funding and DISTRICT has budgeted for and desires to support CITY's efforts toward this objective as set forth herein; and

C. DISTRICT's financial contribution toward COLDWATER CANYON RECHARGE STUDY will pay for the costs associated with the preparation and development of COLDWATER CANYON RECHARGE STUDY by CITY's selected consultant ("STUDY COSTS"). DISTRICT's financial contribution toward STUDY COSTS shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000), hereinafter called "TOTAL DISTRICT CONTRIBUTION"; and

D. It is in the best interest of the public to proceed with preparation of COLDWATER CANYON RECHARGE STUDY at the earliest possible date; and

E. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to COLDWATER CANYON RECHARGE STUDY 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

CITY shall:

1. Prepare or cause to be prepared the necessary documents and reports for CITY's selected consultant to begin the preparation of COLDWATER CANYON RECHARGE STUDY in accordance with applicable CITY standards.

2. Keep an accurate accounting of all STUDY COSTS and provide this accounting to DISTRICT along with invoices as provided herein. The final accounting of STUDY COSTS shall include a detailed breakdown of all costs to CITY, including, but not limited to, payment vouchers to CITY's selected consultant to establish the actual cost of assessment for the CITY.

3. Upon execution of this Agreement and issuance of Notice to Proceed to CITY's selected consultant, invoice DISTRICT (Attention: Special Projects Section) for STUDY COSTS.

4. Be responsible to pay any amount in excess of TOTAL DISTRICT CONTRIBUTION for STUDY COSTS.

SECTION II

DISTRICT shall:

1. Within thirty (30) calendar days of receipt of CITY's invoice (i) review and approve the associated documents as set forth in Section I.2. and (ii) pay STUDY COSTS as set

forth in Section I.3., subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000).

2. Not be responsible to pay any amount in excess of TOTAL DISTRICT CONTRIBUTION.

SECTION III

It is further mutually agreed:

1. Notwithstanding any other provision herein for this Agreement, TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Two Hundred Fifty Thousand Dollars (\$250,000) and shall be used by CITY solely for the preparation of COLDWATER CANYON RECHARGE STUDY. No additional funding whatsoever shall be provided by DISTRICT for any subsequent COLDWATER CANYON RECHARGE STUDY modifications or scope extensions. In the event the actual cost for COLDWATER CANYON RECHARGE STUDY is less than the TOTAL DISTRICT CONTRIBUTION, CITY shall refund the difference to DISTRICT within thirty (30) calendar days of completion of CITY's COLDWATER CANYON RECHARGE STUDY.

2. The obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution toward COLDWATER CANYON RECHARGE STUDY as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CITY in writing. Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by CITY. If CITY has executed any third-party contracts for STUDY COSTS prior to DISTRICT terminating the Agreement pursuant to this provision, DISTRICT shall compensate CITY for any actual documented costs incurred for work performed by CITY's selected consultant(s) prior to DISTRICT terminating the Agreement.

3. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the content or use of COLDWATER CANYON RECHARGE STUDY.

4. CITY or CITY's consultant(s) shall indemnify, defend and hold harmless and require its consultant(s) to indemnify, defend and hold harmless DISTRICT and the County of Riverside (their Agencies, Districts, Special Districts And Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives) (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any acts, omissions or services of CITY or CITY'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. CITY or CITY'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.

5. With respect to any action or claim subject to indemnification herein by CITY or CITY's consultant(s), CITY or CITY'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. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe CITY or CITY's consultant(s) indemnification to Indemnitees as set forth herein.

6. CITY or CITY's consultant(s) obligation hereunder shall be satisfied when CITY or CITY'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.

7. 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 CITY or CITY's consultant(s) from indemnifying the Indemnitees to the fullest extent allowed by law.

8. 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.

9. 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.

10. 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, CITY's failure to pursue the work in a timely manner, upon providing CITY thirty (30) calendar days written notice stating the extent and effective date of termination.

11. Neither CITY 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.

12. 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.

13. 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

CITY OF CORONA
400 South Vicentia Avenue
Corona, CA 92882
Attn: Tom Moody
Utilities Department

14. 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.

15. 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.

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. 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

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,**
a body corporate and politic

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:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By _____
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By _____
Deputy

(SEAL)

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AMR:mm
10/17/24

RECOMMENDED FOR APPROVAL:

CITY OF CORONA

By _____
SAVAT KHAMPHOU
Public Works Director

By _____
JACOB ELLIS
City Manager

APPROVED AS TO FORM:

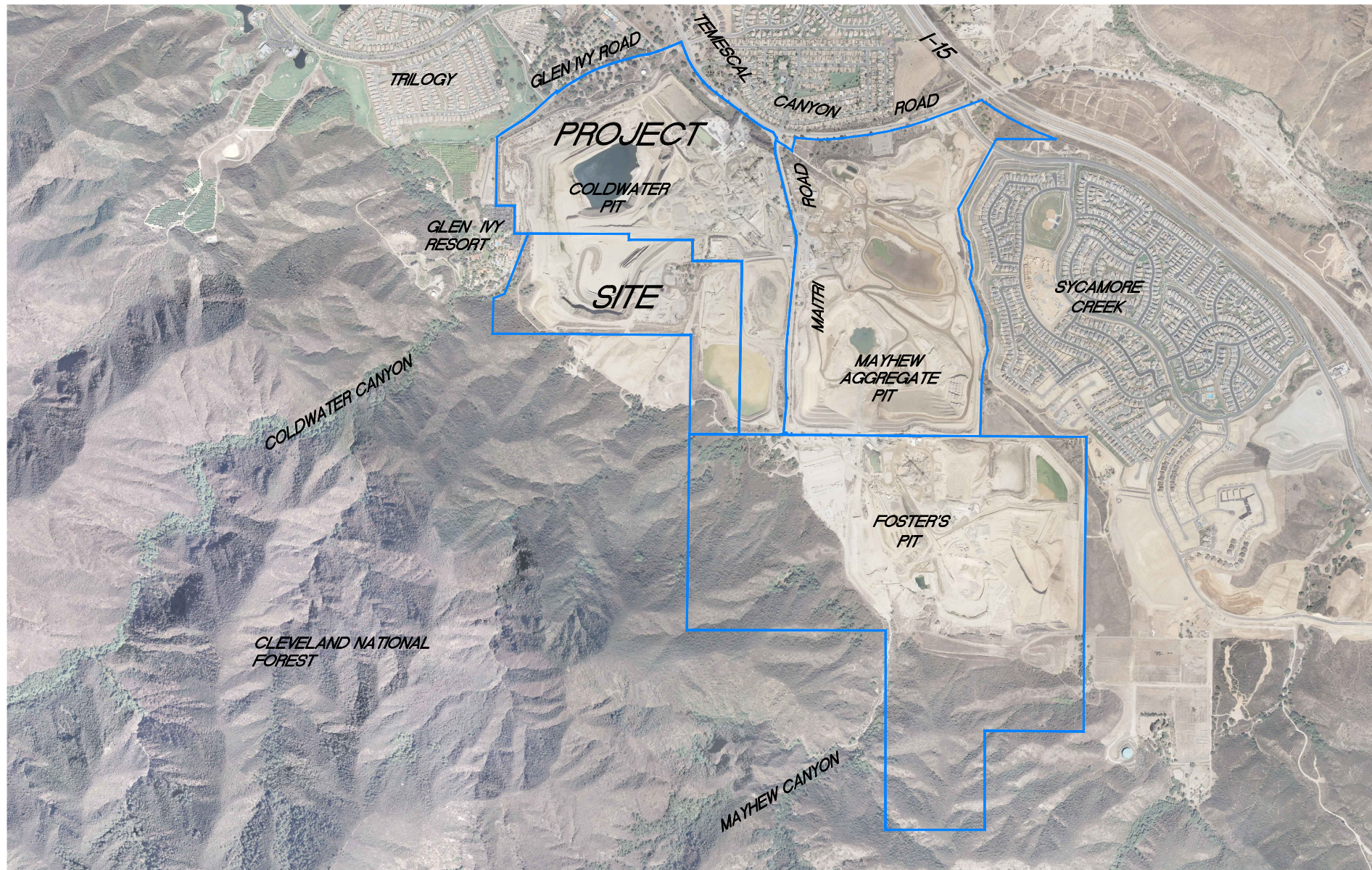
ATTEST:

By _____
DEAN DERLETH
City Attorney

By _____
SYLVIA EDWARDS
City Clerk

(SEAL)

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1" = 1200'

EXHIBIT A