

**FUNDING AGREEMENT**

Corona Storm Drain Catch Basin Retrofit  
Project No. 2-0-10045

This Funding Agreement ("Agreement"), dated as of \_\_\_\_\_, 2025, is entered into by and between 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 "Parties" and individually as "Party". The Parties hereby agree as follows:

**RECITALS**

A. DISTRICT has budgeted for and CITY is preparing plans and specifications ("IMPROVEMENT PLANS") for the construction, operation and maintenance of Corona Storm Drain Catch Basin Retrofit ("CATCH BASIN RETROFIT"); and

B. These IMPROVEMENT PLANS generally consist of the following:

1. Installing approximately 1,200 trash capture devices inside existing catch basins to comply with the Santa Ana Regional Water Quality Control Board's Trash Provisions to address the impacts of trash on surface waters. The approved trash capture devices will be installed in existing catch basins located in high density areas in the CITY limits; and
2. Certain inlets, and connector pipes associated with CATCH BASIN RETROFIT within CITY held easements or rights of way ("APPURTENANCES"). Together, CATCH BASIN RETROFIT and APPURTENANCES are hereinafter called "PROJECT"; and

C. CITY plans to advertise, award and administer a public works construction contract for PROJECT in multiple phases during Fiscal Years 2024/2025 through Fiscal Years 2027/2028; and

D. CITY desires that DISTRICT contribute funding toward the construction of PROJECT; and

E. DISTRICT wishes to support CITY's efforts to construct PROJECT by providing a financial contribution toward PROJECT's construction along with associated administrative and ancillary costs subject to the not to exceed amount in RECITAL F; and

F. DISTRICT's financial contribution to PROJECT shall be as follows subject to the not to exceed amount provided herein. Up to fifty percent (50%) of all DISTRICT approved invoice costs associated with the lowest responsible bid contract price for construction of each phase of PROJECT. CITY is responsible for the periodic invoicing to DISTRICT for each construction phase of PROJECT. DISTRICT approved invoices shall not exceed a total of One Million Dollars (\$1,000,000) hereinafter called "CONSTRUCTION CONTRIBUTION" for PROJECT; and

G. DISTRICT wishes to provide only financial assistance to CITY and have no other role in PROJECT; and

H. The purpose of this Agreement is to memorialize the mutual understandings by and between CITY and DISTRICT with respect to the construction, ownership, operation and maintenance of PROJECT and the payment of CONSTRUCTION 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. Pursuant to 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. Prior to advertising PROJECT for public works construction contract, obtain all necessary permits, licenses, agreements, approvals, rights of way, rights of entry, encroachment permits and temporary construction easements as may be needed to construct, operate and maintain PROJECT.

3. Upon execution of this Agreement, advertise, award and administer PROJECT pursuant to the applicable provisions of the California Public Contract Code. At the time of advertising for bids, provide DISTRICT with a copy of IMPROVEMENT PLANS, specifications, bid documents and any subsequent addenda thereto.

4. Provide DISTRICT with written notice (Attention: Special Projects Section) that CITY has awarded a public works construction contract for PROJECT. The written notice shall include the Contractor's actual bid amounts for each construction phase of PROJECT, and CONSTRUCTION CONTRIBUTION amount for each phase of PROJECT.

5. At the time of providing written notice of the award of a construction contract for PROJECT for each phase of PROJECT, issue periodic invoicing to DISTRICT (Attention: Special Projects Section) for CONSTRUCTION CONTRIBUTION, subject to and provided that, CONSTRUCTION CONTRIBUTION does not exceed a total sum of One Million Dollars (\$1,000,000) for PROJECT. The lowest responsible bid contract amount shall be supported by a copy of CITY's bid abstracts for PROJECT.

6. Procure or cause to be procured insurance coverages during the term of this Agreement. CITY 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 CITY 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. The procured insurance coverages shall name DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insured. CITY shall notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

7. Construct or cause to be constructed PROJECT pursuant to a CITY administered public works contract.

8. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager.

9. 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.

10. Upon completion of PROJECT construction and CITY's acceptance thereof, accept ownership and sole responsibility for the design, inspection, operation and maintenance of PROJECT.

11. Upon completion of PROJECT construction, provide DISTRICT with a copy of CITY's Notice of Completion.

## SECTION II

DISTRICT shall:

1. Within thirty (30) days after receipt of CITY invoices, (i) pay all approved CITY invoices and (ii) review and approve associated documents as described in RECITALS and SECTION I of this Agreement, subject to and provided that CONSTRUCTION CONTRIBUTION shall not exceed One Million Dollars (\$1,000,000) for PROJECT.

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

### SECTION III

It is further mutually agreed:

1. Notwithstanding any other provision in this Agreement, CONSTRUCTION CONTRIBUTION shall not exceed a total sum of One Million Dollars (\$1,000,000) and shall be used by CITY solely for the purpose of constructing 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 the CONSTRUCTION CONTRIBUTION, CITY shall refund the difference to DISTRICT within thirty (30) days of filing the Notice of Completion for PROJECT.

3. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the design, construction, ownership, operation or maintenance of PROJECT.

4. CITY shall indemnify, defend, save and hold harmless DISTRICT and the County of Riverside (including their agencies, districts, special districts and departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, 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 CITY'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.

5. 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.

6. 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 this 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. Neither CITY nor DISTRICT shall assign this Agreement without the written consent of the other party.

7. 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.

8. 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: Planning Division

CITY OF CORONA  
400 S. Vicentia Avenue  
Corona, CA 92882  
Attn: Kenny T. Nguyen

9. 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 importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

10. 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.

11. 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 such funds are not forth coming for any reason, DISTRICT shall immediately notify CITY in writing. The 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 PROJECT prior to DISTRICT terminating this Agreement pursuant to this provision, DISTRICT shall compensate CITY for any work performed prior to DISTRICT terminating this Agreement.

12. 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.

13. No alteration 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.

14. 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.

15. 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**

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 \_\_\_\_\_  
RYAN YABKO  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

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Corona Storm Drain Catch Basin Retrofit  
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12/16/24  
AGR:blj

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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