FUNDING AGREEMENT
For the Upstream Extension of the Stoneman Street Channel Project
Project No. 3-0-00060

The Riverside County Flood Control and Water Conservation District, a body
politic ("DISTRICT"), and the County of Riverside ("COUNTY"), a political subdivision of the
State of California, hereby agree as follows:

RECATALS

A. The Stoneman Street Channel Improvement Project, as shown on
DISTRICT'S As Built Drawing No. 3-0079, was constructed in order to convey flows tributary
to the Lakeland Village area to Lake Elsinore. These improvements extended downstream
approximately 2,600 feet northeasterly from Grand Avenue to Palomar Street, and included the
construction of a paved roadway with an inverted street section capable of carrying flows; and

B. Both DISTRICT and COUNTY agree that extending the paved inverted
street section on Stoneman Street upstream from 700 feet southwest of Grand Avenue to
approximately 2,600 feet southwesterly ("PROJECT") as described in Exhibit A, attached hereto
and made a part hereof, would provide enhanced access to existing residences while reducing
erosion and sediment delivery to the intersection of Grand Avenue and Stoneman Street; and

C. DISTRICT and COUNTY desire to have one agency take a lead role in the
development and implementation of PROJECT; and

D. DISTRICT and COUNTY desire to designate COUNTY as the lead agency
for PROJECT and COUNTY will, therefore, provide the administrative, technical, managerial
and support services necessary to develop and implement PROJECT; and

E. Due to mutual interests in this PROJECT, DISTRICT wishes to support
COUNTY'S efforts to construct PROJECT by providing a financial contribution of two
hundred fifty thousand dollars ($250,000) toward the actual PROJECT construction
("CONSTRUCTION CONTRIBUTION"), plus an additional ten percent (10%) of CONSTRUCTION CONTRIBUTION to offset any increase in PROJECT's budgeted costs ("BUDGET INCREASE"). Together, CONSTRUCTION CONTRIBUTION and BUDGET INCREASE are hereinafter called "DISTRICT CONTRIBUTION". DISTRICT CONTRIBUTION shall not exceed the sum of two hundred seventy-five thousand dollars ($275,000); and

F. DISTRICT and COUNTY acknowledge it is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date; and

G. The purpose of this Agreement is to memorialize the mutual understandings by and between COUNTY and DISTRICT with respect to the construction, ownership, operation and maintenance of PROJECT and payment of DISTRICT CONTRIBUTION.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree 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, if applicable.

2. Upon execution of this Agreement, invoice DISTRICT (Attn: Chief of Design and Construction Division) for CONSTRUCTION CONTRIBUTION, as set forth herein.

3. Obtain all necessary rights of way, rights of entry and temporary construction easements necessary to construct, operate and maintain PROJECT.
4. Construct or cause to be constructed PROJECT using COUNTY forces.

5. Identify and locate all utility facilities within PROJECT area as part of its PROJECT design responsibility, if applicable. If any existing public and/or private utility facilities conflict with PROJECT construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their protection, relocation or removal.

6. Inspect PROJECT construction or cause PROJECT'S construction to be inspected by its construction manager.

7. Assume ownership and sole responsibility for the operation and maintenance of PROJECT.

8. Furnish DISTRICT with a single invoice of the final reconciliation of PROJECT expenses within thirty (30) days following the completion of PROJECT improvements. The final accounting of construction costs shall include a detailed breakdown of all costs, including but not limited to COUNTY'S administrative cost associated with PROJECT.

SECTION II

DISTRICT shall:

1. Upon execution of this Agreement and within thirty (30) days after receipt of COUNTY'S appropriate invoice, deposit with COUNTY, CONSTRUCTION CONTRIBUTION in the amount of $250,000 as set forth in Section I.2.

2. Authorize COUNTY to approve an increase in PROJECT'S budget, however, DISTRICT CONTRIBUTION will be limited to an additional ten percent (10%) of CONSTRUCTION CONTRIBUTION should the PROJECT cost estimate exceed through no fault of COUNTY.

3. Pay COUNTY within thirty (30) days after receipt of COUNTY'S appropriate invoice for DISTRICT CONTRIBUTION as set forth in Section I.8.
SECTION III

It is further mutually agreed:

1. DISTRICT CONTRIBUTION shall not exceed a total sum of two hundred seventy-five thousand dollars ($275,000) and shall be used by COUNTY solely for the purpose of constructing PROJECT as set forth herein.

2. PROJECT shall, at all times, remain solely owned by and the exclusive responsibility of COUNTY. Nothing herein shall be construed as creating any obligation or responsibility on the part of DISTRICT to operate, maintain or warranty PROJECT.

3. COUNTY shall indemnify, defend, save and hold harmless DISTRICT (including their respective officers, 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 COUNTY'S (including its officers, employees, agents, representatives, 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 (i) property damage, (ii) bodily injury or death, (iii) payment of attorney's fees or (iv) any other element of any kind or nature whatsoever. This section shall survive any termination of this Agreement.

4. 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 or action based upon the provisions of this Agreement.

5. 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.

6. The obligation(s) of DISTRICT under this Agreement are limited by and contingent upon the availability of DISTRICT funds. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify COUNTY in writing. Upon COUNTY'S receipt of DISTRICT'S notification, this Agreement shall remain in force and effect through the remainder of that Fiscal Year, but shall be deemed terminated and have no further force or effect thereafter.

7. 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: Design and Construction Division

   COUNTY OF RIVERSIDE
   TRANSPORTATION DEPARTMENT
   4080 Lemon Street, 8th Floor
   Riverside, CA 92501
   Attn: Patricia Romo
   Director of Transportation

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

9. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

10. 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 change of venue in such proceedings to any other county.
11. Neither this Agreement nor any part thereof shall be assigned by COUNTY without the prior written consent of DISTRICT.

12. Any waiver by DISTRICT or COUNTY of any breach by the other 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 COUNTY to require from the other exact, full and complete compliance with any terms of the Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT or COUNTY from enforcement hereof.

13. This Agreement is intended by the parties hereto as their final expression with respect to the matters herein, and is a complete and exclusive statement of the terms and conditions thereof. This Agreement may be changed or modified only upon the written consent of the parties hereto.

14. 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.

15. 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 or affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By JASON E. UHLEY
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By NEAL R. KIPNIS
Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By Deputy

(SEAL)

Funding Agreement:
Stoneman Street Channel Project
Project No. 3-0-00060
04/13/17
AMR:blm
RECOMMENDED FOR APPROVAL:

By

PATRICIA ROMO
Director of Transportation

COUNTY OF RIVERSIDE

By

JOHN TAVAGLIONE, Chairman
Riverside County Board of Supervisors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By

SYNTHIA M. GUNZEL
Supervising Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By

Deputy

(SEAL)

Funding Agreement:
Stoneman Street Channel Project
Project No. 3-0-00060
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EXHIBIT A

SCOPE OF WORK

DESCRIPTION: Grade and construct a 24 feet wide paved roadway with 3 foot width paved shoulders utilizing an inverted section to convey existing drainage flows. Project limits, Stoneman Street from 700’ SW of Grand Ave to 2, 600’ SW of Grand Ave (1, 900 ft.). Estimated total planform area of improvement, 6,333 square-yards.

<table>
<thead>
<tr>
<th>Cost Estimate</th>
<th>Unit</th>
<th>Estimated Cost</th>
<th>PROJECT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor and Materials (AC, Base, grading, installation of pavement structural section, and ancillary work at driveways)</td>
<td>6,333 square-yards</td>
<td>71.06 $/square-yard</td>
<td>$450,000</td>
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DISTRIBUTION CONTRIBUTION

<table>
<thead>
<tr>
<th>Construction Contribution</th>
<th>$250,000</th>
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<tbody>
<tr>
<td>10% of construction cost contingency allocated towards project, if project budget cost increases</td>
<td>25,000</td>
</tr>
<tr>
<td>Total Contribution (not to exceed)</td>
<td>$275,000</td>
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</tbody>
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