

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT BOARD  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

821 B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
February 9, 2010

**SUBJECT:** San Jacinto River, Stage 4  
Project No. 4-8-0020-04  
Amendment No 1  
Cooperative Agreement

**RECOMMENDED MOTION:**

Approve the Amendment to the Cooperative (joint funding) Agreement between the District and the City of San Jacinto; and authorize the Chairman to execute the Agreement documents on behalf of the District.

**BACKGROUND:**

The Amendment changes the amount of the overall District contribution in the Agreement approved on December 23, 2002 from the original amount of seven million dollar (\$7,000,000) total contribution to an overall twelve million dollar (\$12,000,000) contribution. The District and the City will each contribute funding to the project on an equal sharing basis.

Continued on Page 2

KEC:bjj

**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	Current F.Y. District Cost:	\$755,380	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	N/A	For Fiscal Year:	2009-10

<b>SOURCE OF FUNDS:</b>		<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
25140		<b>Requires 4/5 Vote</b>	<input type="checkbox"/>
Zone 4 Construction/Maintenance/Miscellaneous			

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Alex Gann

County Executive Office Signature

Dep't Recomm.:  Consent  Policy   
 Per Exec. Ofc.:  Consent  Policy

FISCAL PROCEDURES APPROVED  
 IAN M. CHAND, FINANCE DIRECTOR  
 1/19/09  
 IAN M. CHAND

FORM APPROVED COUNTY COUNSEL  
 BY: NEAL R. KIPNIS  
 DATE:

Departmental Concurrence

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**SUBJECT:** San Jacinto River, Stage 4  
Project No. 4-8-0020-04  
Amendment No. 1  
Cooperative Agreement

**SUBMITTAL DATE:** February 9, 2010  
**Page 2**

**BACKGROUND continued:**

The City will be solely responsible for and will fund all costs associated with right of way acquisition.

County Counsel has approved the Agreement as to legal form and the original Agreement documents have been executed by the City.

**FINANCIAL:**

Pursuant to the Amendment and subject to the approval of future budgets by the District's Board of Supervisors, the District will provide a maximum contribution of twelve million dollars (\$12,000,000) toward the project's planning, design and construction. The District and City of San Jacinto agree to cost share on an equal (50%-50%) basis up to twenty-four million dollars (\$24,000,000) of the project's actual cost.

Sufficient funds are included in the District's Zone 4 budget for FY 2009-10.

KEC:bjj



1           E.     DISTRICT and CITY on December 23, 2002, entered into two separate  
2 Agreements setting forth (i) the general terms and conditions by which the DISTRICT would  
3 contribute technical assistance and funding for the planning, design and construction of  
4 PROJECT (hereinafter the "COOPERATIVE AGREEMENT") and (ii) the terms and conditions  
5 by which DISTRICT would reimburse CITY for specific PROJECT planning and design  
6 activities carried out by CITY'S consultant(s) (hereinafter called "REIMBURSEMENT  
7 AGREEMENT").

8           F.     DISTRICT and CITY, as the PROJECT has proceeded, recognize the  
9 original estimates of costs will exceed the mutual contributions described in the  
10 COOPERATIVE AGREEMENT, agree to raise the amount each party shall contribute to  
11 PROJECT.

12                     NOW, THEREFORE, in consideration of the preceding recitals and the mutual  
13 covenants hereinafter contained, CITY and DISTRICT agree to amend the December 23, 2002  
14 COOPERATIVE AGREEMENT as follows:

15           1.     Paragraph 6 of RECITALS is amended to read:

16           WHEREAS, DISTRICT has previously provided funding to conduct an initial biological  
17 assessment for PROJECT and is willing to continue to support and assist CITY in its efforts to  
18 plan, design, finance and construct PROJECT such that DISTRICT is willing to (i) provide  
19 matching funds for CITY'S efforts to plan, design, finance and construct PROJECT up to a  
20 maximum amount of twelve million dollars (\$12,000,000.00) as provided herein, (ii) assist  
21 CITY, as requested, in selecting qualified professionals, hereinafter called "CONSULTANTS",  
22 to prepare the necessary studies, plans, specifications, cost estimates, and secure all regulatory  
23 permits and funding needed to construct PROJECT pursuant to the provisions of the California  
24 Environmental Quality Act and the Public Contract Code, (iii) assist CITY, as requested, in the  
25 review of any documents prepared by CONSULTANTS for PROJECT, and (iv) assume  
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1 ownership and responsibility for the operation and maintenance of PROJECT upon completion  
2 and acceptance of PROJECT construction, provided that PROJECT is constructed by CITY in  
3 accordance with DISTRICT approved plans and standards;

4 2. Provision number 1 within the body of COOPERATIVE AGREEMENT is  
5 amended to read:

6 1. CITY shall assume the role of "Lead Agency" in all matters pertaining to  
7 the planning, design, financing and construction of PROJECT including, without limitation,  
8 retaining CONSULTANTS to perform whatever services are deemed necessary to accomplish  
9 PROJECT planning, design, financing and construction including but not limited to  
10 environmental studies and investigations, design engineering, determination of rights of way,  
11 land appraisals, surveys and the development of viable funding source(s), which, when  
12 completed, will provide CITY with all documents necessary to proceed with administering a  
13 public works contract for the construction of PROJECT pursuant to the provisions of the  
14 California Environmental Quality Act and the Public Contract Code. City shall bear  
15 responsibility for all right of way acquisition activities and cost for PROJECT.  
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18 3. Provision number 2 within the body of COOPERATIVE AGREEMENT is  
19 amended to read:

20 2. DISTRICT shall support CITY in its efforts to bring about the  
21 construction of PROJECT by providing, at CITY'S request, for the review and evaluation of any  
22 or all plans, studies and documents necessary to construct PROJECT and by funding fifty  
23 percent (50%) of all costs associated with PROJECT'S planning, approval, design, financing and  
24 construction including but not limited to environmental studies, engineering design, assessment  
25 district formation and PROJECT construction, up to a maximum DISTRICT contribution of  
26 twelve million dollars (\$12,000,000.00). Said contribution includes a payment of fifty-seven  
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1 thousand three hundred twenty-nine dollars (\$57,329.00) for a completed PROJECT biological  
2 survey previously requested by both parties. All PROJECT costs above DISTRICT'S twelve  
3 million dollar (\$12,000,000.00) contribution shall be borne by CITY and/or another appropriate  
4 funding source(s).

5 4. Except as specifically modified herein, all other provisions of COOPERATIVE  
6 AGREEMENT shall remain in effect and unchanged.

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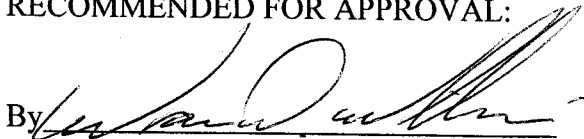
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IN WITNESS HEREOF, the parties hereto have executed this Agreement as of

(to be filled in by Clerk of the Board).

RECOMMENDED FOR APPROVAL:

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

By   
WARREN D. WILLIAMS  
General Manager-Chief Engineer

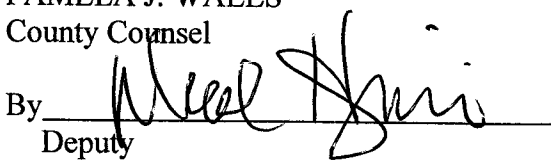
By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By   
Deputy

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

(SEAL)

Amendment to 12-02 cost sharing agreement  
KEC:blj  
10/9/09

RECOMMENDED FOR APPROVAL

CITY OF SAN JACINTO

By Tim Hults  
~~BARRY McCLELLAN~~ TIM HULTS  
City Manager

By DALE STUBBLEFIELD  
DALE STUBBLEFIELD, Mayor

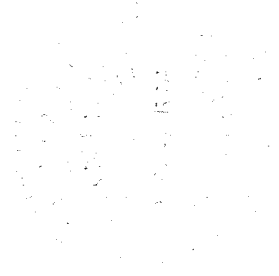
APPROVED AS TO FORM:

ATTEST:

By Jeffrey Ballinger  
JEFFREY BALLINGER  
City Attorney

By Rick Miller  
RICK MILLER  
Deputy City Clerk

(SEAL)



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Amendment to 12-02 cost sharing agreement  
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