

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



ITEM
11.4
(ID # 5918)

MEETING DATE:

Tuesday, January 9, 2018

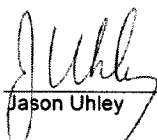
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Amendment No. 1 to Cooperative Agreement for Sunnymead MDP – Line B, Stage 3 (Heacock Channel); Project No. 4-0-00011 [5th District] [\$483,526] District Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 1 to Cooperative Agreement between the District, City of Moreno Valley (City) and the March Joint Powers Authority (MJPA) to provide for District's financial contribution toward the project; and
2. Authorize the Chairman to execute the Amendment documents on behalf of the District; and
3. Direct the Clerk of the Board to return three (3) executed Agreements to the District.

ACTION:



Jason Uhley

12/21/2017

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: January 9, 2018
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$483,526	\$ 0	\$483,526	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 25140 947460 548200 (Zone 4 Const/Maint/Misc Infrastructure) – 97%; 25140-947460-523220 (License and Permits – Zone 4) – 3%			Budget Adjustment: No	
			For Fiscal Year: 17/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Amendment No. 1 is necessary to provide for the District's financial contribution to MJPA for additional engineering services work necessary for the construction of Stage 3, and also for the District to include certain surface asphalt and concrete treatments within City street rights of way as part of its public works construction contract. The City will reimburse the District for the costs associated with the street paving.

County Counsel has approved the Amendment as to legal form; the City and MJPA have executed the Amendment.

Prev. Agn. Ref.: 11-3 of 03/12/13

Impact on Residents and Businesses

Costs incurred under this Amendment will be funded by ad valorem property tax revenue and entail no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion, these flood control facilities will alleviate ongoing flooding problems and will benefit the public in the area.

Additional Fiscal Information

Pursuant to the Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) executed on June 22, 2004, the District is required to make a payment to the Western Riverside County Regional Conservation Authority for up to 3% of the project bid amount as required mitigation for the construction of flood control facilities. The Financial Data listed is comprised of the payment to MJPA for the additional engineering design work plus the required mitigation payment. The actual mitigation payment that will be made by the District may be reduced based on acquisition of replacement habitat for the benefit of Covered Species, as defined in the Implementing Agreement and the MSHCP.

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The District is funding all design and construction costs. Sufficient funding is available in the District's Zone 4 budget for Fiscal Year 2017-2018. Future operation and maintenance costs will accrue to the District.


ATTACHMENTS:

1. Vicinity Map
2. Amendment No. 1 to Cooperative Agreement

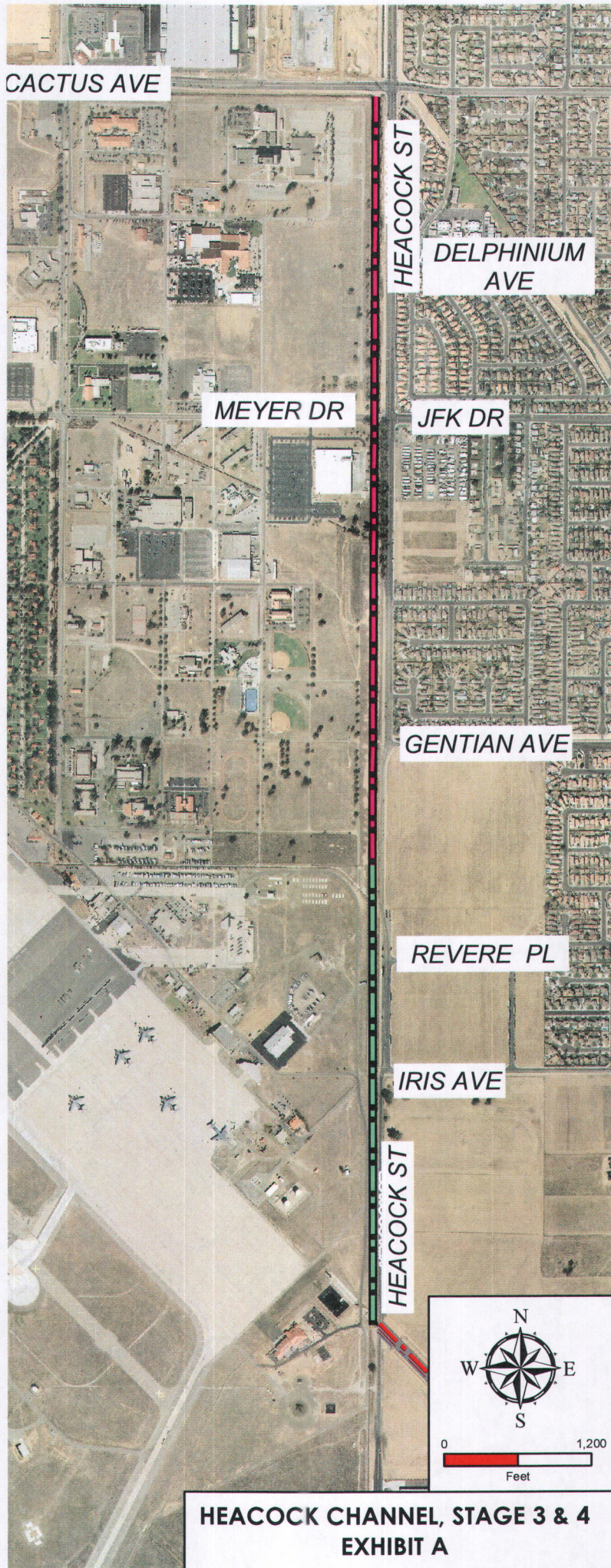
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P8/217209



Scott Bruckner 1/2/2018



Gregory V. Priamos, Director County Counsel 12/21/2017



HEACOCK CHANNEL, STAGE 3 & 4
EXHIBIT A

AMENDMENT NO. 1 to
COOPERATIVE AGREEMENT
Sunnymead MDP – Line B, Stage 3 (Heacock Channel)
Project No. 4-0-00011

The Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Moreno Valley, a municipal corporation of the State of California ("CITY"), and the March Joint Powers Authority, a California joint powers authority ("MJPA"), hereby agree as follows:

RECITALS

A. DISTRICT, CITY and MJPA previously entered into that certain Cooperative Agreement executed on March 12, 2013 (DISTRICT'S Board Agenda Item No. 11.3), hereinafter called "AGREEMENT", providing for DISTRICT, CITY and MJPA to collaboratively work to expedite the completion of certain stormwater management facilities, Sunnymead MDP – Line B, Stage 3 ("PROJECT") as identified in the DISTRICT'S Sunnymead Master Drainage Plan, in order to provide necessary flood control and drainage to the adjacent area; and

B. As PROJECT proceeded, DISTRICT and CITY have determined that certain surface asphalt and concrete curb and gutter along Heacock Street were needed for public roadway widening within CITY streets rights of way ("STREET PAVING") to be constructed as part of the Heacock Channel construction. DISTRICT is willing to include STREET PAVING as part of its public works construction contract and CITY is willing to reimburse DISTRICT for the costs associated with STREET PAVING; and

C. Original AGREEMENT acknowledged that the complete engineering design and subsequent construction of PHASE 3 will be deferred until such time that significant funding is secured from March Air Reserve Base ("MARB"). On April 13, 2016, DISTRICT

1 and MARB executed a memorandum of agreement securing such funds. Based on the inclusion
2 of complete design and construction of PHASE 3, MJPA has recognized that additional
3 hydraulic analysis, progress meetings and other engineering design work is necessary for
4 PROJECT, and DISTRICT is willing to contribute funding to MJPA for the additional meetings
5 and engineering services needed for the PROJECT.
6

7 NOW, therefore, in consideration of the preceding recitals and the mutual covenants
8 hereinafter contained, the parties hereto mutually agree to amend AGREEMENT as follows,
9 effective upon approval of this Amendment No. 1 by DISTRICT'S Board of Supervisors:

- 10 1. Paragraph T in the RECITALS of AGREEMENT is added to read:

11 "DISTRICT wishes to include STREET PAVING as part of its public works
12 construction contract; and"
13

- 14 2. Paragraph U in the RECITALS of AGREEMENT is added to read:

15 "CITY is willing to reimburse DISTRICT for one hundred percent (100%) of the
16 lowest responsible construction contract bid price for STREET PAVING ("CITY
17 INITIAL PAYMENT"), plus any cost associated with street paving contract change
18 orders ("STREET PAVING CHANGE ORDERS"). CITY INITIAL PAYMENT
19 and STREET PAVING CHANGE ORDERS are collectively referred to as "CITY
20 CONTRIBUTION"; and"
21

- 22 3. Paragraph V in the RECITALS of AGREEMENT is added to read:

23 "MJPA recognized that as the design of PHASE 3 proceeded, additional hydraulic
24 analysis, meetings and engineering services were necessary for the construction of
25 PHASE 3; and"
26

- 27 4. Paragraph W in the RECITALS of AGREEMENT is added to read:
28

"DISTRICT is willing to provide a financial contribution to MJPA in an amount not to exceed seventy-five thousand seven hundred seventy-seven dollars (\$75,777.00) for the channel analysis, channel design at Heacock Street and Meyer Drive, additional meetings, Stormwater Prevention Pollution Plan preparation and Soil and Groundwater Management Plan ("ADDITIONAL DESIGN CONTRIBUTION"); and"

5. Section I.15. is added to read:

"Pay DISTRICT, within thirty (30) days after receipt of DISTRICT'S appropriate invoice, for one hundred percent (100%) of CITY INITIAL PAYMENT."

6. Section I.16 is added to read:

"Pay DISTRICT, within thirty (30) days after receipt of DISTRICT'S appropriate invoice, for STREET PAVING CHANGE ORDERS."

7. Section II.19 is added to read:

"Invoice DISTRICT for ADDITIONAL DESIGN CONTRIBUTION upon approval of the MJPA'S additional engineering services cost."

8. Section III.18 is added to read:

"Pay MJPA for ADDITIONAL DESIGN CONTRIBUTION upon execution of this Agreement."

9. Section III.19 is added to read:

"Invoice CITY for the cost of STREET PAVING construction, not to exceed the CITY INITIAL PAYMENT, when construction of STREET PAVING is completed and accepted by the CITY."

10. Section III.20 is added to read:

"Within thirty (30) days of DISTRICT awarding PROJECT construction contract,

1 pay Riverside Conservation Agency (RCA) the lesser of 3% of the contract bid price
2 ("BID PRICE") or 3% of BID PRICE less the value of applicable project-specific
3 mitigation."

4
5 11. Section III.21 is added to read:

6 "Keep an accurate accounting of all PROJECT construction costs and include this
7 final accounting when invoicing CITY for STREET PAVING CHANGE ORDERS.
8 The final accounting of construction costs shall include a detailed breakdown of all
9 costs, including but not limited to DISTRICT'S costs associated with administering
10 the construction contract, payment vouchers, CITY-approved change orders and
11 other such construction contract documents as may be necessary, to establish the
12 actual cost of construction."
13

14 12. Section III.22 is added to read:

15 "Invoice CITY for STREET PAVING CHANGE ORDERS when construction is
16 completed and accepted by the CITY."

17 Except to the extent specifically deleted, added to or amended herein, all of the terms,
18 covenants and conditions of said AGREEMENT executed on March 12, 2013 shall remain in
19 full force and effect between the parties hereto.
20

21 //

22 //

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment on

2 JAN 09 2018

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

4 RECOMMENDED FOR APPROVAL:

5 By J. Uhley
6 JASON E. UHLEY
7 General Manager-Chief Engineer

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

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

8 APPROVED AS TO FORM:

9 GREGORY P. PRIAMOS
10 County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

11 By Naazik Hasan
12 NAZIK HASAN
13 Deputy County Counsel


By Karubastan
Deputy

(SEAL)


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26 Amendment No. 1 to Cooperative Agreement:
27 Sunnymead MDP – Line B, Stage 3 (Heacock Channel)
28 Project No. 4-0-00011
11/06/17
AMR:blm

MARCH JOINT POWERS AUTHORITY

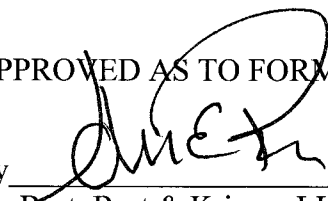
A joint powers agency

By 
DANIELLE M. WHEELER, DPA
Executive Director

ATTEST:

By 
CAREY L. ALLEN, CMC
Clerk, March Joint Powers Commission

APPROVED AS TO FORM:

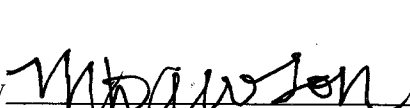
By 
Best, Best & Krieger LLP
MJP General Counsel

Amendment No. 1 to Cooperative Agreement:
Sunnymead MDP – Line B, Stage 3 (Heacock Channel)
Project No. 4-0-00011
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1 RECOMMENDED FOR APPROVAL:

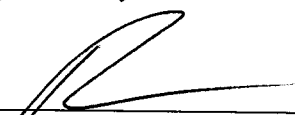
CITY OF MORENO VALLEY

2
3 By 
4 RICK C. HARTMANN
Acting Public Works Director

By 
MICHELLE DAWSON
City Manager

6 APPROVED AS TO FORM:
7 MARTIN D. KOCZANOWICZ
8 City Attorney

ATTEST:

9 By 
10 PAUL EARLY
11 Assistant City Attorney

By 
PAT JACQUEZ-NARES
City Clerk

(SEAL)

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