

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



ITEM
11.1
(ID # 5914)

MEETING DATE:

Tuesday, January 30, 2018

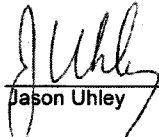
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Funding Agreement between the Riverside County Flood Control District and County of Riverside Waste Resources Department for the Corona Landfill Southeast Drainage Channel Improvement Project, Project No. 2-6-10025, [2nd District] [\$900,000] District Funds 100% (Companion Item to MT Item No. 6195)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Funding Agreement (Agreement) between the Riverside County Flood Control District (District) and the County of Riverside Waste Resources Department (Waste Resources); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District; and
3. Direct the Clerk of the Board to return two (2) copies of the executed agreement back to the District.

ACTION: Policy


Jason Uhley

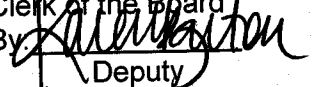
12/19/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: January 30, 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	\$ 900,000	\$ 0	\$ 900,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 25120-947420-536200 Zone 2 Contribution to Non-County Agency			Budget Adjustment: No	
			For Fiscal Year: 17/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District desires to support Waste Resource's efforts to construct the Corona Landfill Southeast Drainage Channel which will reduce erosion, increase the hydraulic capacity of the channel, provide flood protection and protect the public health and safety from potential exposure to landfill material. Therefore, the District will contribute a lump sum amount not to exceed nine hundred thousand dollars (\$900,000) toward the actual project construction. Waste Resources will be responsible for the design and construction of project. Upon completion of construction, Waste Resources will accept sole responsibility for the ownership and maintenance of the project.

County Counsel has approved the Agreement as to legal form. A companion item appears on the County of Riverside Waste Resource Department's agenda this same date.

Impact on Residents and Businesses

The District's financial contribution toward Waste Resources' actual construction cost of the project is funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion, the project will reduce erosion, provide flood protection and protect the public health and safety from potential exposure of landfill material within the area.

Additional Fiscal Information

The District will not be required to pay Multiple Species Habitat Conservation Plan (MSHCP) fee for this project.

Sufficient funds is available in the Zone 2 budget for Fiscal Year 2017-2018 and will be included in the future proposed budget(s), if necessary.

ATTACHMENTS:

1. Vicinity Map
2. Funding Agreement

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OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

AMR:blm
P8/217552



Scott Bruckner 1/22/2018



Gregory V. Priamos, Director County Counsel 1/17/2018

FUNDING AGREEMENTCorona Landfill Southeast Drainage Channel Improvement Project
Project No. 2-6-10025

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

RECITALS

A. The Corona Landfill Southeast Drainage Channel is an essential and integral part of the City of Corona's stormwater drainage system that conveys stormwater from approximately one third of the City of Corona's watershed through the landfill property to DISTRICT's Temescal Creek Channel; and

B. The Corona Landfill Southeast Drainage Channel is currently undersized and suffers severe erosion due to an inadequate revetment system. The proposed improvements will facilitate erosion control by repairing and improving landfill slope protection and increasing the hydraulic capacity to a 100-year 24-hour storm event located at the intersection of Magnolia Avenue and Sherborn Street, adjacent to Interstate 15 in the City of Corona; and

C. Both DISTRICT and COUNTY both agree that the Corona Landfill Southeast Drainage Channel ("PROJECT"), as shown in concept in Exhibit A, attached hereto and made a part hereof, will reduce erosion, provide flood protection and protect the public health and safety from potential exposure of landfill material; and

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

E. DISTRICT and COUNTY desire to designate COUNTY as the lead agency for PROJECT, therefore COUNTY will design, construct, and maintain PROJECT; and

F. DISTRICT is willing, pursuant to Division 2, Title 27, California Code of Regulations Section 20365, to contribute funding for the construction of PROJECT which benefits the zone in which PROJECT is located; and

G. Due to mutual interests in this PROJECT, DISTRICT wishes to support COUNTY'S efforts to construct PROJECT by providing a financial contribution of an amount not to exceed nine hundred thousand dollars (\$900,000) towards the actual PROJECT construction ("DISTRICT CONTRIBUTION"); and

H. 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

I. 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 Planning Division) for DISTRICT 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. Pay Riverside Conservation Agency (RCA), the mitigation fee per the 2004 Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan ("MSHCP").

5. Construct or cause to be constructed, PROJECT pursuant to a COUNTY administered construction contract.

6. 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.

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

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

9. 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 administering the construction contract for 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, DISTRICT CONTRIBUTION in the amount of \$900,000 as set forth in Section I.2.

SECTION III

It is further mutually agreed:

1. DISTRICT CONTRIBUTION shall not exceed a total sum of nine hundred thousand dollars (\$900,000) 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 its officers, directors, 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 negligent acts or omissions related to this Agreement, negligent 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 until the statute of limitations period has run for any claims that could be asserted under 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: Stuart McKibbin
Chief of Planning Division

COUNTY OF RIVERSIDE
DEPARTMENT OF WASTE RESOURCES
14310 Frederick Street
Moreno Valley, CA 92553
Attn: Andy Cortez
Waste Management Principal Engineer

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.

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

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By _____
NAZIK HASSAN
Deputy County Counsel

By _____
Deputy

(SEAL)

Funding Agreement:
Corona Landfill Southeast Drainage Channel Improvement Project
Project No. 2-0-09054
11/21/17
AMR:blm

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By _____
HANS W. KERNKAMP
General Manager – Chief Engineer

By _____
JOHN TAVAGLIONE, Chairman
Riverside County Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By _____
SYNTHIA M. GUNZEL
Supervising Deputy County Counsel

By _____
Deputy

(SEAL)

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Corona Landfill Southeast Drainage Channel Improvement Project
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11/21/17
AMR:blm