

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
12.1
(ID # 6195)

MEETING DATE:
Tuesday, January 30, 2018

FROM : DEPARTMENT OF WASTE RESOURCES:

SUBJECT: DEPARTMENT OF WASTE RESOURCES: Approval of Funding Agreement between the Riverside County Department of Waste Resources and the Riverside County Flood Control and Water Conservation District for the Corona Landfill Southeast Drainage Channel Improvement Project, District 2. Total [\$0 Department of Waste Resources Enterprise Funds], CEQA – Nothing Further Required. (Companion Item to MinuteTraj Item #5914).

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required pursuant to the California Environmental Quality Act (CEQA), whereas on June 21, 2016, the Board of Supervisors adopted a Mitigated Negative Declaration (MND) and Mitigation Monitoring Program (MMP) for the Corona Landfill Southeast Drainage Improvement Project, based on the findings incorporated in Environmental Assessment (EA) Corona No. 2015-02, concluding that with mitigation, the Project would not cause significant environmental impacts; and
2. Approve the Funding Agreement (Agreement) between the County of Riverside Department of Waste Resources (County) and the Riverside County Flood Control and Water Conservation District (District); and
3. Authorize the Chairman to execute the Agreement documents on behalf of the County; and
4. Direct the Department of Waste Resources to file the Notice of Determination with the County Clerk within five working days of approval by this Board.

ACTION: Policy

Hans Keinkamp, General Manager - Chief Engineer

1/18/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley 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
Page 1 of 3 Waste

ID# 6195

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Department of Waste Resources Enterprise Funds			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Agreement sets forth the terms and conditions by which the Flood Control District (District) will contribute funding to the Department of Waste Resources (County) for the construction of the Corona Landfill Southeast Drainage Channel Improvement Project (Project).

On September 12, 2017 (Agenda Item 12.2), the Board approved the Project's construction contract for approximately \$3.4 million to H&H General Contractors, Inc. The District wishes to support the County's efforts to construct said improvements. Therefore, the District will contribute a lump sum amount not-to-exceed nine hundred thousand dollars (\$900,000) towards the actual project construction. Upon completion of construction, the County 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 District agenda this same date.

California Environmental Quality Act (CEQA) Findings

On June 21, 2016 (Agenda Item 12-2C), the Board of Supervisors adopted the MND and MMP for the Corona Landfill Southeast Drainage Improvement Project based on the analysis and findings contained in EA No. Corona 2015-02, which concluded that with mitigation, the Project would not cause significant environmental impacts. The Project contemplated in this Form 11 merely involves approval of the Funding Agreement between County and District addressing work within the Southeast Channel at the Corona Landfill. The work contemplated in the Funding Agreement, which was already evaluated under CEQA in the adopted EAMND, involves increasing the hydraulic capacity of the channel through earthwork excavation, engineered fill construction, buried refuse excavation, onsite re-burial of landfill waste, construction of concrete retaining walls, armoring the landfill slope and placing riprap along the channel bottom. Project construction started in October 2017, with Project completion estimated for February/March 2018. As determined in the adopted EAMND, the Project would not cause significant environmental impacts; as such, a Notice of Determination shall be filed by the Department with the County Clerk within in five days of Project approval (Funding Agreement).

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Impact on Residents and Businesses

District's financial contribution towards the County's actual construction cost of 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 shall 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 the MSHCP fee for this project.

ATTACHMENTS:

1. Funding Agreement
2. CEQA Notice of Determination



Scott Bruckner 1/22/2018



Gregory V. Priamos, Director County Counsel 1/18/2018

**COUNTY OF RIVERSIDE
DEPARTMENT WASTE RESOURCES
NOTICE OF DETERMINATION**

TO:

Office of Planning and Research (OPR)
1400 Tenth Street
Sacramento, CA 95814

X County Clerk
County of Riverside

FROM:

Riverside County
Department of Waste Resources
14310 Frederick Street
Moreno Valley, CA 92553

For County Clerk's Use Only:

Subject: Filing of Notice of Determination in compliance with Section 21152 of the Public Resources Code

Project Title: Corona Landfill Southeast Drainage Channel Improvement Project

State Clearinghouse (SCH) No.: 2016041027 **Contact:** Ryan Ross **Phone:** 951-486-3200

Project Applicant/Property Owner & Address: Riverside County Department of Waste Resources
14310 Frederick Street, Moreno Valley, CA 92553

Project Location: The inactive Corona Landfill is located south of the junction of Magnolia Avenue at the intersection of Magnolia Avenue and Sherborn Street, immediate adjacent to Interstate 15, in the City of Corona, Riverside County (Section 32, T3S, R6W of SBBM). APNs 107-080-010;-034;-005; and -006.

Project Description: The Project involves all permitting, agreements, funding, contracts, and work necessary to facilitate erosion control improvements to the existing Southeast Drainage Channel (SE Channel) at the inactive Corona Landfill. The Project will repair and improve landfill slope armoring and increase the capacity of the existing drainage channel. This proposed Project activity involves a Funding Agreement between the Riverside County Department of Waste Resources and the Riverside County Flood Control and Water Conservation District to facilitate the erosion control improvements.

This is to advise that the Riverside County Board of Supervisors has approved the above-referenced project on January 30, 2018 and has made the following determinations regarding that project:

1. The Project will not have a significant effect on the environment. Project impacts were previously analyzed and mitigated through mitigation measures adopted as part of the Project's Environmental Assessment (EA)/Mitigated Negative Declaration (MND) No. Corona 2015-02 (SCH No. 2016041027), which was previously adopted on June 21, 2016, pursuant to the provisions of the California Environmental Quality Act (Public Resources Code, § 21000 et seq.).
2. A MND was prepared for this Project pursuant to the provisions of CEQA.
3. Mitigation measures were made a condition of the approval of the Project.
4. A mitigation monitoring program was adopted for this Project.
5. A statement of overriding considerations was not adopted for this Project.
6. Findings were made pursuant to the provisions of CEQA.

This is to certify that the Mitigated Negative Declaration and record of project approval is available to the general public at: Riverside County Department of Waste Resources
14310 Frederick Street, Moreno Valley, CA 92553

Signature: 

Ryan Ross

Title: Principal Planner

Date: 1/30/18

FUNDING AGREEMENT
Corona 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

JAN 30 2018 12.10

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

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

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

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

14 NOW, THEREFORE, in consideration of the preceding recitals and the mutual
15 covenants hereinafter contained, the parties hereto mutually agree as follows:

16 SECTION I

17 COUNTY shall:

18 1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead
19 Agency and assume responsibility for preparation, circulation and adoption of all necessary and
20 appropriate CEQA documents pertaining to the construction, operation and maintenance of
21 PROJECT, if applicable.

22 2. Upon execution of this Agreement, invoice DISTRICT (Attn: Chief of
23 Planning Division) for DISTRICT CONTRIBUTION, as set forth herein.

24 3. Obtain all necessary rights of way, rights of entry and temporary construction
25 easements necessary to construct, operate and maintain PROJECT.
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1 1. DISTRICT CONTRIBUTION shall not exceed a total sum of nine hundred
2 thousand dollars (\$900,000) and shall be used by COUNTY solely for the purpose of constructing
3 PROJECT as set forth herein.

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

7 3. COUNTY shall indemnify, defend, save and hold harmless DISTRICT
8 (including its officers, directors, Board of Supervisors, elected and appointed officials, employees,
9 agents, representatives, independent contractors and subcontractors) from any liabilities, claim,
10 damage, proceeding or action, present or future, based upon, arising out of or in any way relating
11 to COUNTY's (including its officers, employees, agents, representatives, contractors and
12 subcontractors) actual negligent acts or omissions related to this Agreement, negligent
13 performance under this Agreement or failure to comply with the requirements of this Agreement,
14 including but not limited to: (i) property damage; (ii) bodily injury or death; (iii) payment of
15 attorney's fees; or (iv) any other element of any kind or nature whatsoever. This section shall
16 survive any termination of this Agreement until the statute of limitations period has run for any
17 claims that could be asserted under this Agreement.

18 4. This Agreement is made and entered into for the sole protection and benefit
19 of the parties hereto. No other person or entity shall have any right or action based upon the
20 provisions of this Agreement.

21 5. This Agreement is the result of negotiations between the parties hereto, and
22 the advice and assistance of their respective counsel. The fact that this Agreement was prepared
23 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty
24 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
25 prepared this Agreement in its final form.

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

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8 7. Any and all notices sent or required to be sent to the parties of this Agreement
9 will be mailed by first class mail, postage prepaid, to the following addresses:

11 RIVERSIDE COUNTY FLOOD CONTROL	COUNTY OF RIVERSIDE
12 AND WATER CONSERVATION DISTRICT	DEPARTMENT OF WASTE RESOURCES
13 1995 Market Street	14310 Frederick Street
Riverside, CA 92501	Moreno Valley, CA 92553
Attn: Stuart McKibbin	Attn: Andy Cortez
14 Chief of Planning Division	Waste Management Principal Engineer

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

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

20
21 10. Any action at law or in equity brought by any of the parties hereto for the
22 purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of
23 competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive
24 all provisions of law providing for change of venue in such proceedings to any other county.

25 11. Neither this Agreement nor any part thereof shall be assigned by COUNTY
26 without the prior written consent of DISTRICT.

27
28 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

1 or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or
2 COUNTY to require from the other exact, full and complete compliance with any terms of the
3 Agreement shall not be construed as in any manner changing the terms hereof, or estopping
4 DISTRICT or COUNTY from enforcement hereof.
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6 13. This Agreement is intended by the parties hereto as their final expression
7 with respect to the matters herein, and is a complete and exclusive statement of the terms and
8 conditions thereof. This Agreement may be changed or modified only upon the written consent
9 of the parties hereto.

10 14. No alternation or variation of the terms of this Agreement shall be valid
11 unless made in writing and signed by both parties and no oral understanding or agreement not
12 incorporated herein shall be binding on either party hereto.
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14 15. Nothing in the provisions of this Agreement is intended to create duties or
15 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

JAN 30 2018

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

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

By Marion Ashley
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 Gregory P. Priamos
NAZIK HASSAN
Deputy County Counsel

By Kecia Harper-Ihem
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

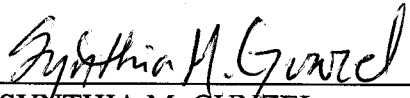
By 
CHUCK WASHINGTON, Chairman
Riverside County Board of Supervisors


APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

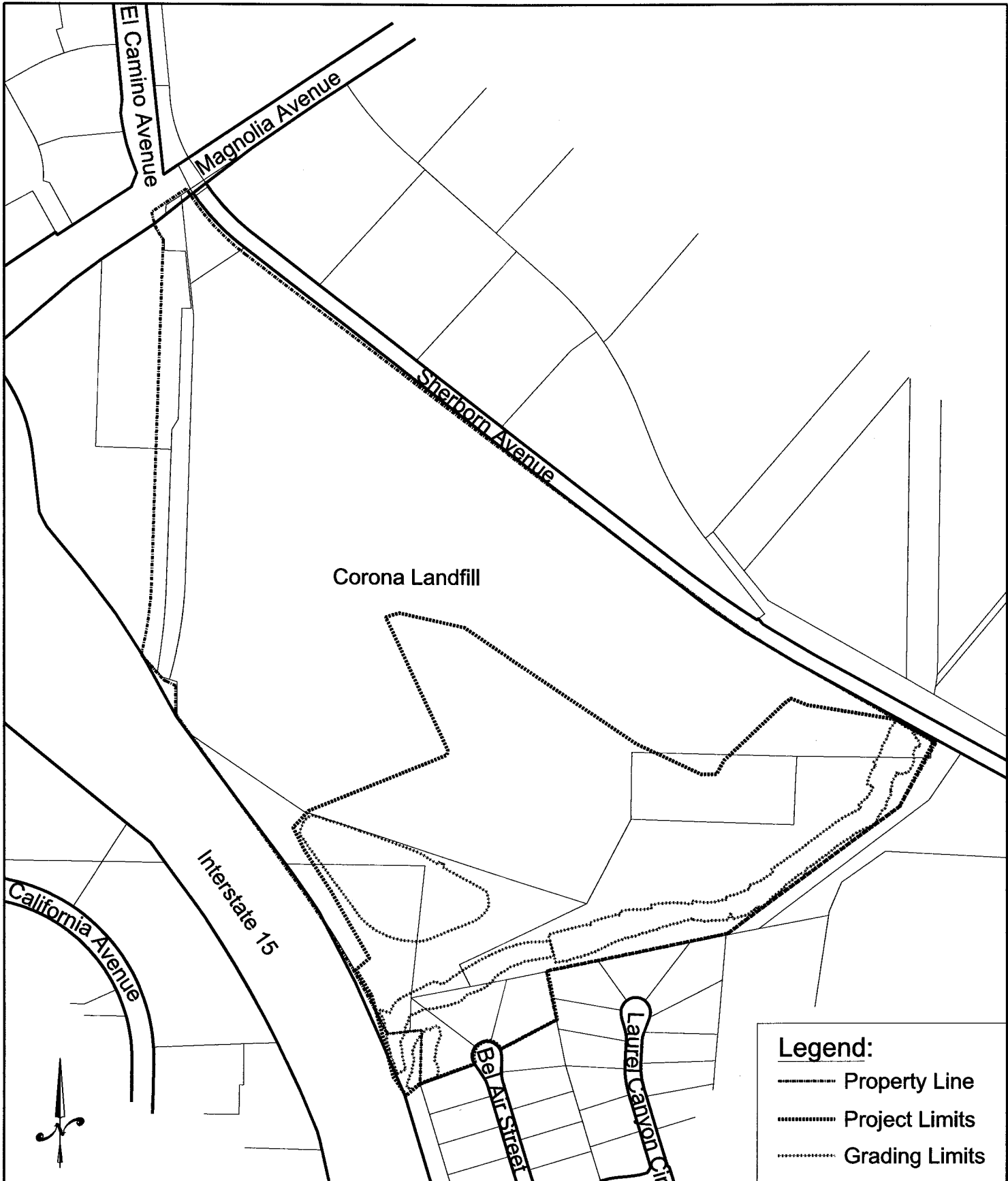
KECIA HARPER-IHEM
Clerk of the Board

By 
SYNTHIA M. GUNZEL
Chief 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



Corona Sanitary Landfill
SE Drainage Channel Improvement Project

Project Limits

Exhibit A

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