

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



ITEM
11.3
(ID # 9076)

MEETING DATE:

Tuesday, March 12, 2019

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Termination Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Corona for Lincoln Avenue Reclamation Water Pipeline, Project No. 2-6-00993, CEQA Exempt, District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Termination Agreement for the Lincoln Avenue Reclamation Water Pipeline project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), the General Rule Exemption;
2. Approve the Termination Agreement between the Riverside County Flood Control and Water Conservation District (District) and the City of Corona (City);
3. Authorize the Chairwoman to execute the Termination Agreement documents on behalf of the District; and
4. Direct the Clerk of the Board to return two (2) executed Termination Agreements to the District.

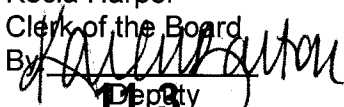
ACTION:Policy


Bob Cullen, Assistant Chief Engineer 3/4/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 12, 2019
XC: Flood

Kecia Harper
Clerk of the Board
By 
PPS

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT 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: N/A			Budget Adjustment: No	
			For Fiscal Year: 18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 11, 2017 (Agenda Item No. 11.3, MT Item No. 3951), the Board of Supervisors approved the Funding Agreement (Previous Agreement) between the District and City which set forth the terms and conditions whereby the City would design, construct, operate and maintain approximately 2,500 lineal feet of reclaimed water pipeline system within Lincoln Avenue from Railroad Street to Pomona Road.

Due to changes in market conditions following the execution of the Previous Agreement, the City does not anticipate beginning or completing construction of the project, nor anticipates proceeding with the project within any presently known period of time. This Termination Agreement (Agreement) is necessary to formally release all parties from the obligations imposed upon them in the Previous Agreement dated April 11, 2017.

County Counsel has approved the Agreement as to legal form and the City has executed the Agreement.

Prev. Agn. Ref.: MT3951 11.3 of 4/11/17

Environmental Findings

The Termination Agreement for the Lincoln Avenue Reclamation Water Pipeline project was reviewed and determined to be exempt from CEQA pursuant to the General Rule Exemption, cited in Section 15061(b)(3) of the State CEQA Guidelines. The Termination Agreement is merely an administrative action to terminate a formerly approved agreement. The act of terminating the agreement will not impact the environment. Nothing further is required.

Impact on Residents and Businesses

Execution of the Agreement imposes no additional impacts to residents and businesses.

Additional Fiscal Information


The Termination Agreement will free up \$257,500 for use on other Zone 2 projects.

ATTACHMENTS:

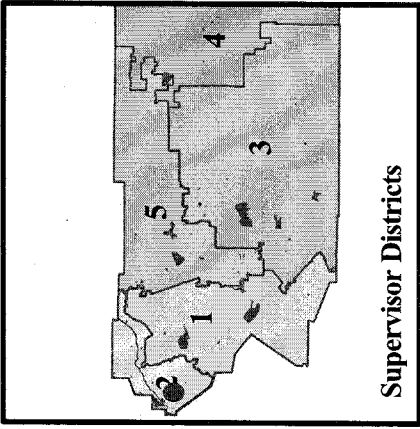
**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

1. Vicinity Map
2. Termination Agreement

AMR:blm
P8/224275



Gregory B. Priamos, Director County Counsel 3/4/2019



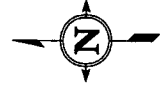
Supervisor Districts

LEGEND:

-  Project Vicinity
-  Supervisorial District

DESCRIPTION:

Lincoln Avenue Reclaimed Water Pipeline



TERMINATION AGREEMENT
Lincoln Avenue Reclamation Water Pipeline
(Project No. 2-6-00993)

This Termination Agreement, dated as of March 12, 2019, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the City of Corona, a municipal corporation ("CITY").

RECITALS

WHEREAS, DISTRICT and CITY previously entered into that certain Funding Agreement, hereinafter called "FUNDING AGREEMENT", dated April 11, 2017, providing for CITY to design, construct, operate and maintain approximately 2,500 lineal feet of reclaimed water pipeline system within Lincoln Avenue from Railroad Street to Pomona Road, hereinafter called "PROJECT", in order to help alleviate reliance on and allow for replenishment of the Temescal Groundwater Basin;

WHEREAS, Due to changes in market conditions following the execution of FUNDING AGREEMENT, CITY has not yet begun construction of PROJECT. Furthermore, CITY does not anticipate beginning or completing said construction of PROJECT, nor does CITY anticipate proceeding with PROJECT within any presently known period of time;

WHEREAS, CITY desires to terminate FUNDING AGREEMENT in order to be relieved from all obligations set forth therein;

WHEREAS, DISTRICT is willing to terminate FUNDING AGREEMENT and release CITY from all obligations set forth therein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective as of the date this Termination Agreement is fully executed by DISTRICT and CITY that certain FUNDING AGREEMENT between DISTRICT and CITY dated April 11, 2017, is hereby cancelled and forever terminated, and all provisions thereof shall become null and void.

2. Neither termination nor expiration of this Termination Agreement will release any party from any liability or obligation under this Termination Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.

3. To the maximum extent possible, each provision of this Termination Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Termination Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.

4. Any and all notices sent or required to be sent to the parties of this Termination 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: Watershed Protection Division

CITY OF CORONA
755 Corporation Yard Way
Corona, CA 92880
Attn: Tom Koper (Department of
Water and Power)

5. This Termination Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Termination Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

6. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this Termination Agreement on behalf of such Party and to bind such Party to this Termination Agreement. Any written notice required to be given under

the terms of this Termination Agreement shall be given in accordance with the terms of this Termination Agreement.

7. If any legal action is taken to enforce the terms of this Termination Agreement by any party, the prevailing party may be entitled to recover reasonable attorney's fees and costs only if such party has prevailed in a judgment by a court of competent jurisdiction.

8. This Termination Agreement contains the entire agreement between the parties regarding the matters covered in this Termination Agreement. There have been no other statements, promises, or representations made by the parties that are intended to alter, modify, or complement this Termination Agreement.

9. This Termination Agreement is governed and construed in accordance with California law. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this Termination Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

IN WITNESS WHEREOF, the parties hereto have caused this Termination Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

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Signature pages to follow.

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement on MAR 12 2019.

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By *Jason E. Uhley*
JASON E. UHLEY
General Manager-Chief Engineer

By *Karen S. Spiegel*
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER
Clerk of the Board

By *Synthia M. Gunzel*
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By *Karen Harper*
Deputy

(SEAL)

Termination Agreement – City of Corona
Lincoln Avenue Reclaimed Water Pipeline
Project No. 2-6-00993
AMR:blm
10/02/18

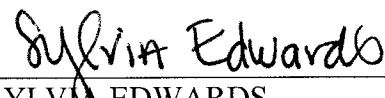
CITY OF CORONA

By 
DARRELL TALBERT
City Manager

APPROVED AS TO FORM:

By 
DEAN DERLETH
City Attorney

ATTEST:

By 
SYLVIA EDWARDS
City Clerk

(SEAL)

Termination Agreement – City of Corona
Lincoln Avenue Reclaimed Water Pipeline
Project No. 2-6-00993
AMR:blm
10/02/18