

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



ITEM: 11.1
(ID # 10966)

MEETING DATE:
Tuesday, June 02, 2020

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Amendment No. 2 to Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Corona for Corona Drains Line 52, Project No. 2-0-00350, CEQA Exempt, District 2. [Total \$1,515,016 – District Zone 2 Funds – 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that Amendment No. 2 to Cooperative Agreement (Amendment No. 2) for the Corona Drains Line 52 project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301(b), 15303(d) and 15061(b)(3);
2. Approve Amendment No. 2 between the Riverside County Flood Control and Water Conservation District (District) and the City of Corona (City);
3. Authorize the Chairwoman to execute the Amendment No. 2 documents on behalf of the District; and
4. Direct the Clerk of the Board to return two (2) copies of the fully executed Amendment No. 2 documents to the District.

ACTION: Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 5/20/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries 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: June 2, 2020
xc: Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,515,016	\$ 0	\$1,515,016	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 25120-947420-525440(Zone 2 – Const/Maint/Misc Professional Services– 100%)			Budget Adjustment: No	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On June 4, 2013 (Agenda Item No. 11.2), the Board of Supervisors approved Amendment No. 1 between the District and City to increase the contract amount to the City for the design and construction of the Corona Drains Line 52 flood control facility.

The City has completed the construction of said facility, however, an underground utility structure was discovered during construction which resulted in a redesign of the storm drain pipeline within Joy Street from the Temescal Creek Channel Bridge to Harrison Street. This required additional potholing to support the realignment of the storm drain, realignment of sewer, streetlight and traffic signal removal and replacement, and removal of curbs and gutters.

This Amendment No. 2 is necessary to increase the amount of the District's financial contribution to include the costs for the additional work from four million two hundred thousand dollars (\$4,200,000) to five million seven hundred fifteen thousand sixteen dollars (\$5,715,016).

County Counsel has approved the Amendment No. 2 as to legal form, and the City has executed Amendment No. 2.

Environmental Findings

Pursuant to CEQA, the project was reviewed and determined to be categorically exempt from CEQA pursuant to State Guidelines Sections 15301(b) for existing facilities, 15303(d) for construction of public facilities and Section 15061(b)(3) the General Rule exemption. The State CEQA Guidelines provide this exemption based on the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the project will have a significant effect on the environment as the project is merely an amended agreement between public agencies to provide for additional funding for the design and utility relocation costs associated with work completed on the existing storm drain pipeline within Joy Street from the Temescal Bridge to Harrison Street.

Impact on Residents and Businesses

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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Costs incurred under this Amendment No. 2 will be funded by ad valorem property tax revenue and entail no new fees, taxes or bonded indebtedness to residents and businesses. The flood control facility will alleviate ongoing flooding problems and will benefit the public in the area.

Prev. Agn. Ref.: 11.2 of 03/22/11, Cooperative Agreement
11.2 of 06/04/13, Amendment No. 1

Additional Fiscal Information



In the original Cooperative Agreement, approved by the Board of Supervisors in 2011, the District was to contribute up to \$3,770,000 to the City for the design and construction of Corona Drains Line 52. Amendment No. 1, approved by the Board of Supervisors in 2013, increased the District's contribution to \$4,200,000. This Amendment No. 2 increases the District's contribution by \$1,515,016 to cover the costs of the additional work.

The District is funding all design and construction costs. Sufficient funding is available in the District's Zone 2 budget for Fiscal Year 2019-2020. Future operation and maintenance costs will accrue to the District.

ATTACHMENTS:

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

AMR:blm
P8/231211

 _____ Jason Farin, Senior Management Analyst	5/26/2020	 _____ Gregory V. Priamos, Director County Counsel	5/21/2020
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AMENDMENT NO. 2
to COOPERATIVE AGREEMENT
Corona Drains Line 52

This Amendment No. 2 to Cooperative Agreement ("AMENDMENT No. 2"), dated as of the 6th day of May, 2020, is entered into by the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT") and the City of Corona, a municipal corporation ("CITY"), hereby agree as follows:

RECITALS

A. On March 22, 2011 [DISTRICT's Board Agenda Item No. 11.2], DISTRICT and CITY entered into a certain Cooperative Agreement, hereinafter called "AGREEMENT", providing for DISTRICT and CITY to cooperatively design, construct operate and maintain the Corona Drains Line 52 storm drain system, hereinafter called "PROJECT"; and

B. On June 4, 2013 [DISTRICT's Board Agenda Item No. 11.2], DISTRICT and CITY entered into Amendment No. 1 hereinafter called "AMENDMENT No. 1", to increase the total amount of compensation paid under AGREEMENT from three million seven hundred seventy thousand dollars (\$3,770,000) to four million two hundred thousand dollars (\$4,200,000); and

C. During the course of construction of PROJECT, CITY's construction contractor discovered an electrical utility duct bank structure ("UTILITY STRUCTURE") that interfered with the storm drain alignment and depth; and

D. DISTRICT and CITY determined that UTILITY STRUCTURE was interfering with and impeded construction of PROJECT; therefore, relocation of the affected portion of UTILITY STRUCTURE was done to enable construction of PROJECT to be completed; and

E. DISTRICT and CITY also recognized that additional work was necessary for the relocation of UTILITY STRUCTURE, including but not limited to, redesign of approximately 1,400 lineal feet of storm drain pipeline within Joy Street from Temescal Bridge to Harrison Street, additional potholing to support the realignment of the storm drain, extensive removal of concrete curb, gutter, sidewalk, realignment of sewer force main, street light relocation and traffic signal work; and

F. AGREEMENT together with AMENDMENT No. 1 are hereinafter collectively referred to as "AGREEMENT";

G. Additional work exceeded DISTRICT CONTRIBUTION described in AGREEMENT; therefore, DISTRICT and CITY desire to amend AGREEMENT to revise the amount of DISTRICT CONTRIBUTION for PROJECT to include those additional funds needed to relocate UTILITY STRUCTURE; and

H. AGREEMENT specifies that it may be changed or modified subject to the written consent of the parties thereto;

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree to amend AGREEMENT as follows, effective upon approval of this Amendment No. 2 by DISTRICT's Board of Supervisors:

1. The last sentence in RECITAL 'F' of the AGREEMENT is hereby amended as follows:

"DISTRICT CONTRIBUTION shall not exceed a total sum of Five Million Seven Hundred Fifteen Thousand Sixteen Dollars (\$5,715,016); and"

2. Section I.13 is amended to read:

"Provide DISTRICT with written notice (Attention: Construction Management Section) that CITY has awarded a construction contract for PROJECT. The written notice shall include the Contractors actual bid amounts for PROJECT, setting forth the lowest responsible original bid contract price for PROJECT construction as set forth herein."; and

3. Section I.34 is amended to read:

"Upon DISTRICT acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings, manhole covers, curb, gutter, landscaping and other parkway improvements located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of PROJECT are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT."

4. Section II.13 of AGREEMENT is amended as follows:

"Following DISTRICT's acceptance of ownership and responsibility for the operation and maintenance of STORM DRAIN, reimburse CITY within thirty (30) days after receipt of CITY's appropriate invoice as set forth in Section I.8., provided, however, that the total amount of DISTRICT CONTRIBUTION shall not exceed a total sum of Five Million Seven Hundred Fifteen Thousand Sixteen Dollars (\$5,715,016)."

5. Section III.1 is amended to read:

"DISTRICT CONTRIBUTION, including any payments made by DISTRICT prior to the execution of this Amendment No. 2, shall not

exceed a total sum of five million seven hundred fifteen thousand sixteen dollars (\$5,715,016)."

Except to the extent specifically deleted, added to, or amended herein, all of the terms, covenants, and conditions of said AGREEMENT executed on March 22, 2011 and AMENDMENT No. 1 dated June 4, 2013 shall remain in full force and effect between the parties hereto.

This AMENDMENT No. 2 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this AMENDMENT No. 2 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this AMENDMENT No. 2. The parties further agree that the electronic signatures of the parties included in this AMENDMENT No. 2 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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IN WITNESS WHEREOF, the parties hereto have executed this

AMENDMENT No. 2 on JUN 02 2020
(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 *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 R. HARPER
Clerk of the Board

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

By *Priscilla Rasso*
Deputy

(SEAL)



Amendment No. 2 to Cooperative Agreement:
Corona Drains Line 52
Project No. 2-0-00350
04/27/2020
AMR:blm

CITY OF CORONA

DocuSigned by:
Jacob Ellis
By _____
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JACOB ELLIS
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Dean Derleth
By _____
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DEAN DERLETH
City Attorney

ATTEST:

DocuSigned by:
Sylvia Edwards
By _____
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SYLVIA EDWARDS
City Clerk

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AMR:blm

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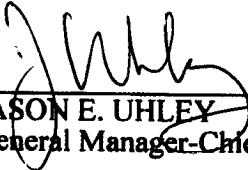
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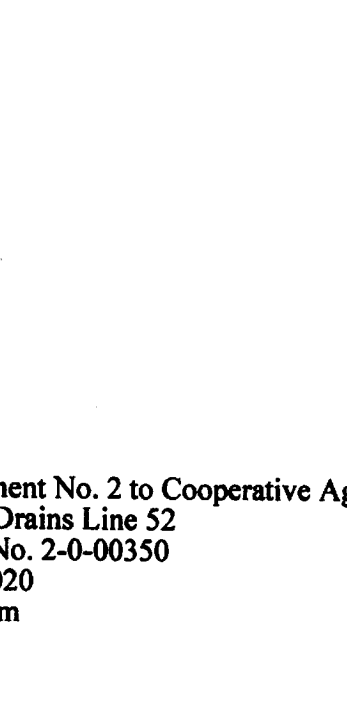
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(to be filled in by Clerk of the Board)

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

By 
JASON E. UHLEY
General Manager-Chief Engineer


By 
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 R. HARPER
Clerk of the Board

By 
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By 
Deputy

(SEAL)

Amendment No. 2 to Cooperative Agreement:
Corona Drains Line 52
Project No. 2-0-00350
04/27/2020
AMR:blm

CITY OF CORONA

DocuSigned by:
Jacob Ellis
By _____
JACOB ELLIS
City Manager

APPROVED AS TO FORM:

DocuSigned by:
Dean Derleth
By _____
DEAN DERLETH
City Attorney

ATTEST:

DocuSigned by:
Sylvia Edwards
By _____
SYLVIA EDWARDS
City Clerk

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04/27/2020
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