

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



ITEM: 11.3
(ID # 17143)

MEETING DATE:

Tuesday, September 21, 2021

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the First Amendment to Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District and the Beaumont-Cherry Valley Water District for Beaumont MDP Line 16, Stage 50 (Also Known as Recharge Basin Feeder), Project No. 5-0-00201, CEQA Exempt. District 5. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the First Amendment to Cooperative Agreement for the Beaumont MDP Line 16, Stage 50 project is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the First Amendment to Cooperative Agreement between the Riverside County Flood Control and Water Conservation District ("District") and the Beaumont-Cherry Valley Water District ("BCVWD");

Continued on page 2

ACTION:

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

9/9/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, 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: September 21, 2021
xc: Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

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RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Chair of the District's Board of Supervisors to execute the First Amendment to Cooperative Agreement on behalf of the District;
4. Authorize the District's General Manager-Chief Engineer to approve, sign and execute any future non-substantive amendments to the Cooperative Agreement and First Amendment for Beaumont MDP Line 16, Stage 50 that do not increase the cost to the District and do not materially change the scope of services, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return two (2) copies of the executed First Amendment to Cooperative Agreement to the District.

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: N/A	
			For Fiscal Year: N/A	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 30, 2021 (Agenda Item No. 11.2), the District's Board of Supervisors approved the Cooperative Agreement between the District and BCVWD, which set forth the terms and conditions whereby the District will design and construct certain flood control facilities within the Beaumont Master Drainage Plan. Under this Cooperative Agreement, BCVWD and the District will contribute funding toward the project based on a 50-50 cost share formula after subtracting the Integrated Regional Water Management (IRWM) Grant to cover costs toward the construction of said facilities. The District advertised the facility for public works construction bids. The lowest responsible and responsive bid came in substantially higher than the originally estimated construction costs described in the Cooperative Agreement.

The First Amendment to Cooperative Agreement (First Amendment) is necessary to change the District's and BCVWD's financial contribution in the Cooperative Agreement approved on March 30, 2021. The BCVWD's original not to exceed amount of \$3,438,120 will be increased to a new not to exceed amount of \$3,817,445, and the District's not exceed amount of \$3,400,000 will be increased to a new amount of \$3,779,325, plus any approved change orders under the Amendment.

Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain system:

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- Line 16 - Approximately 5,675 lineal feet of 54-inch to 84-inch reinforced concrete pipe to be constructed within Winesap Avenue and Grand Avenue. Line 16 will outlet into BCVWD's existing Noble Creek Recharge Facility;
- Line 16-D (Feeder Line) - Approximately 1,250 lineal feet of 24-inch to 36-inch reinforced concrete pipe to be constructed in within Grand Avenue. This portion of Line 16-D will outlet into Line 16. The remainder of Line 16-D, approximately 90 lineal feet of 18-inch to 24-inch reinforced concrete pipe, near Bellflower Avenue will be maintained by BCVWD ("BCVWD Feeder Line").

BCVWD will accept ownership and responsibilities for the operation and maintenance of the BCVWD's Noble Creek Recharge Facility Phase II facility, BCVWD Feeder Line and the associated inlets near Bellflower Avenue.

County Counsel has approved the First Amendment as to legal form, and the BCVWD has executed the First Amendment.

Environmental Findings

Pursuant to CEQA, the project was reviewed and determined to be categorically exempt from CEQA pursuant to the State Guidelines Section 15061(b)(3) exemption by the District's Board of Supervisors on March 30, 2021 (Agenda Item No. 11.2). 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. This First Amendment does not authorize any development, construction, maintenance, operation or any other activity that would have the potential to result in any significant effect on the environment. This First Amendment does not foreclose any alternatives to the facilities, including a "no project" alternative, or to foreclose any mitigation measures that may be necessary to reduce any impacts that could potentially result from the construction, operation or maintenance of the facilities. The original Cooperative Agreement and First Amendment merely set forth the terms and conditions under which the District, BCVWD and the County will fund, operate and maintain their respective facilities that may be constructed as part of the project. The District is in the process of analyzing current environmental conditions as they relate to construction, operating and maintaining the potential facilities that are the subject of the Agreements, pursuant to CEQA. The District's CEQA findings will be completed and provided to its Board of Supervisors ("Board") for review and consideration prior to the Board approving construction or any other physical activity on the potential facilities. Thus, with certainty, there is no possibility that the project will have a significant effect on the environment as this is merely an amendment between public agencies to provide for additional funding for the construction costs associated with the Beaumont MDP Line 16, Stage 50 facility.

Impact on Residents and Businesses

These flood control facilities are 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 (i) provide flood protection to adjacent property

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owners, businesses and future developments and (ii) allow the collected storm runoff to recharge the local groundwater system.

Prev. Agn. Ref.: MT#14631 11.2 of 03/30/21

Additional Fiscal Information



The original engineering cost for the project was estimated at \$6,640,000. The lowest responsible and responsive bid amount is \$7,558,650. BCVWD will reimburse the District for its 50% cost share of the construction costs for the project. Also, the Prop 84 IRWM Grant would fund a portion of the construction costs for the project. The District will fund the remaining balance, including any approved change orders for the project. The project is being funded by Zone ad valorem property tax revenue.

Sufficient funding is available in the District's Zone 5 budget for FY 2021-2022 and will be included in the proposed budget in future years as appropriate. Future operation and maintenance costs associated with the mainline storm drain system will accrue to the District.

ATTACHMENTS:

1. Vicinity Map
2. First Amendment to Cooperative Agreement
3. Bid Summary

AMR:blm
P8/239963

 _____ Scott Bruckner	 _____ Gregory L. Priamos, Director County Counsel	9/9/2021
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FIRST AMENDMENT TO COOPERATIVE AGREEMENT

Beaumont MDP Line 16, Stage 50
(Also known as Recharge Basin Feeder)
Project No. 5-0-00201

This First Amendment to Cooperative Agreement ("FIRST AMENDMENT"), dated as of September 21, 2021, is entered into by the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the Beaumont-Cherry Valley Water District, special-purpose governmental agency ("BCVWD"). DISTRICT and BCVWD are individually referred to herein as "party" and collectively referred to herein as "parties".

RECITALS

A. On March 30, 2021 [DISTRICT's Board Agenda Item No. 11.2], DISTRICT and BCVWD entered into a Cooperative Agreement, hereinafter called "AGREEMENT", which set forth the terms and conditions under which the parties will jointly fund the construction of the Beaumont MDP Line 16 facility, a feeder line and its extension, and certain storm water recharge infiltration facilities improvements located within BCVWD's Noble Creek Recharge Facility Phase II, further described in RECITALS A-D of AGREEMENT, hereinafter together called "PROJECT". Funding will be based on a 50-50 cost share formula toward the construction of PROJECT, as further described in RECITAL P of AGREEMENT; and

B. Pursuant to Section I.8 of AGREEMENT, DISTRICT completed PROJECT's advertisement for public works construction bids. The lowest responsible and responsive bid came in substantially higher than the originally estimated DISTRICT financial contribution, which was not to exceed the total amount of Three Million Four Hundred Thousand Dollars (\$3,400,000), and the BCVWD's financial contribution of a not exceed the total amount of Three Million Four Hundred Thirty-Eight Thousand One Hundred Twenty Dollars

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

(\$3,438,120), as described by RECITAL R of AGREEMENT. Therefore, DISTRICT and BCVWD wish to increase the amount of financial contribution for PROJECT; and

C. Pursuant to Section III.14 of AGREEMENT, the AGREEMENT may be changed or modified only upon the written consent of the parties hereto.

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 FIRST AMENDMENT by DISTRICT's Board of Supervisors and BCVWD:

1. RECITAL 'K' of AGREEMENT is hereby amended as follows:

Due to mutual interests in this PROJECT, DISTRICT and BCVWD are willing to make a financial contribution towards construction of the PROJECT based on a jointly funded cost share contribution, as provided in this agreement; and

2. RECITAL 'L' of AGREEMENT is hereby amended as follows:

PROJECT construction costs are set forth herein and subject to the not to exceed amount provided in RECITAL Q:

- i. "CONSTRUCTION COST", defined as one hundred percent (100%) of the lowest responsible and responsive bid amount which shall not exceed a total of Seven Million Five Hundred Fifty-Eight Thousand Six Hundred Fifty Dollars (\$7,558,650); and

- ii. "CHANGE ORDERS", defined as DISTRICT approved (and BCVWD reviewed and accepted) construction contract change orders. DISTRICT is willing to fund one hundred percent (100%) of CHANGE ORDERS; and

3. RECITAL 'M' is deleted in its entirety.
4. RECITAL 'N' is deleted in its entirety.

5. RECITAL 'Q' of AGREEMENT is hereby amended as follows:

BCVWD is willing to reimburse DISTRICT for fifty (50%) of SHARED COST ("BCVWD CONTRIBUTION"), provided that CONSTRUCTION COST shall not exceed the total amount of Seven Million Five Hundred Fifty-Eight Thousand Six Hundred Fifty Dollars (\$7,558,650); and
6. RECITAL 'R' of AGREEMENT is hereby amended as follows:

If IRWM GRANT is not disbursed, SHARED COST will become equal to CONSTRUCTION COST and subject to the financial contribution set forth herein:
 - i. DISTRICT's financial contribution towards PROJECT construction is based on a total amount of Three Million Seven Hundred Seventy-Nine Thousand Three hundred Twenty-Five Dollars (\$3,779,325) for CONSTRUCTION COST plus any CHANGE ORDERS, hereinafter called "DISTRICT CONTRIBUTION";
 - ii. BCVWD's financial contribution towards PROJECT construction shall not exceed the total amount of Three Million Eight Hundred Seventeen Thousand Four hundred Forty-Five Dollars (\$3,817,445), hereinafter called "BCVWD CONTRIBUTION CAP";
 - iii. BCVWD CONTRIBUTION CAP includes the IRWM GRANT funds which, if disbursed, reduces the BCVWD CONTRIBUTION CAP to Three Million Two Hundred Seven Thousand Four Hundred Forty-Five Dollars (\$3,207,445); and
7. Section I.20 of AGREEMENT is hereby amended as follows:

Keep an accurate accounting of all CHANGE ORDERS and other such construction contract documents as may be necessary, to establish total PROJECT cost, and include this with a copy of DISTRICT's Notice of Completion, as set forth in Section I.22.
8. Section I.23 of AGREEMENT is hereby amended as follows:

Upon completion of PROJECT construction and settlement of any outstanding claims for PROJECT, provide BCVWD with a copy of DISTRICT's Notice of Completion as set forth in Section I.22. If applicable, DISTRICT will return any unexpended BCVWD CONTRIBUTIONS to BCVWD.

9. Section II.14 of AGREEMENT is hereby amended as follows:

Upon completion of PROJECT construction and settlement of any outstanding claims and upon receipt of DISTRICT's Notice of Completion as set forth in Sections I.22 and I.23, if applicable, DISTRICT shall return any unexpended funds to BCVWD within forty-five (45) working days as described in Section I.23.

10. Section III.1. of AGREEMENT is hereby amended as follows:

CONSTRUCTION COST for PROJECT shall not exceed a total sum of Seven Million Five Hundred Fifty-Eight Thousand Six Hundred Fifty Dollars (\$7,558,650) and shall be used solely for the purpose of constructing PROJECT as set forth herein. DISTRICT is willing to fund one hundred percent (100%) of CHANGE ORDERS related to PROJECT construction.

11. Except to the extent specifically deleted, added to, or amended herein, all of the terms, covenants and conditions of said AGREEMENT executed on March 30, 2021 shall remain in full force and effect between the parties hereto.

12. This FIRST AMENDMENT 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 FIRST AMENDMENT 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 FIRST AMENDMENT. The parties further agree that the electronic signatures of the

parties included in this FIRST AMENDMENT 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 CUETA as amended from time to time. 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 on

September 21, 2021
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:


By 
JASON E. UHLEY
General Manager-Chief Engineer

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

By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By 
SARAH K. MOORE
Deputy County Counsel

ATTEST:

KECIA HARPER
Clerk of the Board

By 
Deputy

(SEAL)


First Amendment No. 1 to Cooperative Agreement:
Beaumont-Cherry Valley Water District
Beaumont MDP Line 16 (aka Recharge Basin Feeder)
08/05/21
AMR:blm

**BEAUMONT-CHERRY VALLEY WATER
DISTRICT**

By 
DANIEL K. JAGGERS
General Manager

ATTEST:

ANDY RAMIREZ
BCVWD Board Secretary

By 

(SEAL)

First Amendment No. 1 to Cooperative Agreement:
Beaumont-Cherry Valley Water District
Beaumont MDP Line 16 (aka Recharge Basin Feeder)
08/05/21
AMR:blm