

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



ITEM: 11.9
(ID # 19771)

MEETING DATE:
Tuesday, August 30, 2022

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 Western Municipal Water District for South Norco Channel, Stage 6, Norco Master Drainage Plan Line S-1, Stage 1 and Norco Master Drainage Plan Line S-5, Stage 1, Project Nos. 2-0-00150, 2-0-000163 and 2-0-00165, CEQA Exempt, District 2. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the First Amendment to Cooperative Agreement for the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) "Common Sense" exemption;
2. Approve the First Amendment to Cooperative Agreement between the Riverside County Flood Control and Water Conservation District ("District") and the Western Municipal Water District (WMWD);

Continued on page 2

ACTION:Policy

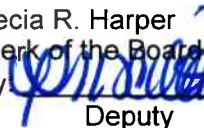
Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

8/18/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Perez 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: August 30, 2022
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 to Cooperative Agreement for the project 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:			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On March 7, 2017 [Agenda Item No. 11.1], the District's Board of Supervisors approved the Cooperative Agreement between the District and WMWD, which set forth the terms and conditions whereby the District will design and construct certain flood control facilities within the Norco Master Drainage Plan. Under this Cooperative Agreement, WMWD and the District contributed funding, based on a 50-50 cost share formula, to cover costs for the relocation of a 30-inch waterline located within public or private rights of way.

The District has completed the construction of said facility, however, additional relocation costs resulted from the City of Norco's requirement to maintain continuous water supply to its residents. The relocation costs were substantially higher than the original estimate in the Cooperative Agreement. The original engineering cost for the waterline relocation was estimated at Two Hundred Thirty-Six Thousand Dollars (\$236,000), and the increased amount is Three Hundred Sixty-One Thousand Dollars (\$361,000). Based on the updated relocation cost, WMWD's new 50-50 cost share is One Hundred Eight Thousand Five Hundred Dollars (\$180,500), of which WMWD has already been credited Thirty-Five Thousand Five Hundred Dollars (\$35,500) in internal design and administrative costs.

The First Amendment to Cooperative Agreement ("First Amendment") is necessary to change WMWD's financial contribution in the Cooperative Agreement approved on March 7, 2017 from the original not to exceed amount of Eighty-Two Thousand Five Hundred Dollars (\$82,500) to a

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new not to exceed amount of One Hundred Forty-Five Thousand Dollars (\$145,000) to cover their remaining cost share amount.

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

Environmental Findings

This First Amendment is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), which provides, "The activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA". 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 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. Moreover, District has already completed construction of the facility. The First Amendment merely sets forth the allocation of funding for the already-constructed facility. Any development, if it occurs at all, will be the result of subsequent actions subject to CEQA review prior to construction. 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 relocation cost.

This First Amendment is also not a "project" under the California Environmental Quality Act (CEQA). Pursuant to Section 15378 of the State CEQA Guidelines because the First Amendment does not have the potential to result in a direct physical change in the environment and it is not reasonably foreseeable that the First Amendment will result in an indirect physical change in the environment. Pursuant to Section 15378(b)(5) of the State CEQA Guidelines, a "project" does not include "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment." As stated, District has already completed construction of the facility and this First Amendment merely sets forth the allocation of funding for the already-constructed facility. Therefore, it is reasonable that the First Amendment will not result in any direct or indirect physical change in the environment.

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. This project will (i) provide an outlet for adjacent development; (ii) provide immediate flood relief for adjacent areas; (iii) improve traffic safety during periods of flooding; and (iv) help reduce the floodplain limits along the mainline storm drain.

Prev. Agn. Ref.: MT#1817 11.1 of 03/07/17

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Additional Fiscal Information

The original engineering cost for the waterline relocation was estimated at Two Hundred Thirty-Six Thousand Dollars (\$236,000), and the increased amount is Three Hundred Sixty-One Thousand Dollars (\$361,000). WMWD reimbursed the District for its 50% cost share of the relocation cost. The District funded the remaining balance for the waterline relocation. The project was funded by Zone 2 ad valorem property tax revenue.

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

AMR:blm
P8/245186



Jason Farin, Principal Management Analyst

8/23/2022



Aaron Gettis, Deputy County Counsel

8/18/2022

AMENDMENT NO. 1
to
COOPERATIVE AGREEMENT

This Amendment No. 1 ("Amendment") to the Cooperative Agreement is made and entered into this 30 day of August 2022 by and between the **WESTERN MUNICIPAL WATER DISTRICT** ("WMWD") and the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT** ("DISTRICT") (WMWD and the DISTRICT are hereinafter individually referred to as "Party" and collectively referred to as the "Parties").

RECITALS

- A. WHEREAS, on March 7, 2017, the Parties entered into a Cooperative Agreement which provides, among other things, for the Parties to engage in a 50-50 cost share to fund the design, inspection, construction, and relocation of a portion of the WMWD WATERLINE. As set forth in Recital G of the Cooperative Agreement, the total PROJECT cost for the WMWD WATERLINE was estimated to be \$236,000. A copy of the Cooperative Agreement is attached hereto as Exhibit "A" and incorporated herein by reference. Unless otherwise specifically set forth herein, capitalized terms in this Amendment shall have the same meaning as said terms are defined in the Cooperative Agreement; and
- B. WHEREAS, Recital I of the Cooperative Agreement also provides that WMWD is willing to engage in the 50-50 cost share of the construction cost so long as the total amount to be paid by WMWD does not exceed \$82,500. Said amount takes into account deductions for the WMWD DESIGN COST and the WMWD ADMINISTRATIVE COST; and
- C. WHEREAS, the final amount of the PROJECT cost for the WMWD WATERLINE increased to \$361,000, which exceeds the amount of the original PROJECT cost estimate, as provided in Recital G. Said increase was due to additional relocation costs incurred as a result of a requirement from the City of Norco to maintain a continuous water supply to its customers during construction. Said requirement was not anticipated at the time of the original PROJECT cost estimate; and
- D. WHEREAS, the Parties are willing to enter into this Amendment in order to provide for additional payments under the 50-50 cost share to cover the increased final PROJECT cost of \$361,000; and
- E. WHEREAS, pursuant to Section III.15 of the Cooperative Agreement, the Cooperative Agreement may be changed or modified only upon the written consent of the Parties hereto.

NOW, THEREFORE, in consideration of the preceding recitals, which are true and correct and incorporated into the term of this Agreement and the mutual covenants hereinafter contained, the Parties hereto mutually agree to amend the Cooperative Agreement as follows:

AMENDMENT

1. Recital G of the Cooperative Agreement is hereby amended and replaced as follows:

"G. Due to mutual interests in this PROJECT, DISTRICT and WMWD are willing to make a financial contribution to WMWD WATERLINE based on a 50-50 cost share formula, as provided in this agreement for an actual total project cost of Three Hundred Sixty-One Thousand Dollars (\$361,000)."

2. Recital H of the Cooperative Agreement is hereby amended and replaced as follows:

"H. DISTRICT contribution toward the design, inspection and construction costs are as follows:

- (i) Fifty percent (50%) of the cost for the engineering design and cost proposal for the preparation of WATERLINE RELOCATION PLAN in an amount not to exceed Seventeen Thousand Five Hundred Dollars (\$17,500), hereinafter called "WMWD DESIGN COST"; and
- (ii) An amount not to exceed Two Hundred Ninety Thousand Dollars (\$290,000) for one hundred percent (100%) of the lowest responsible construction contract bid amount price for the construction of WMWD WATERLINE, hereinafter called "ACTUAL WATERLINE CONSTRUCTION COST"; and
- (iii) Fifty percent (50%) of the cost for construction inspection services of WMWD WATERLINE, in accordance with DISTRICT and WMWD approved WATERLINE RELOCATION PLAN in an amount not to exceed Eighteen Thousand Dollars (\$18,000), hereinafter called "WMWD ADMINISTRATIVE COST"; and"

3. Recital I of the Cooperative Agreement is hereby amended and replaced as follows:

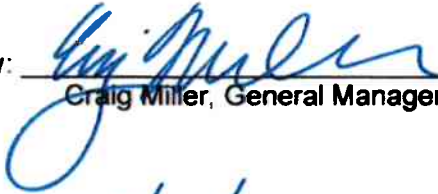
"I. WMWD is willing to reimburse DISTRICT for fifty (50%) of the ACTUAL WATERLINE CONSTRUCTION COST, hereinafter called "WMWD CONSTRUCTION COST", provided that the total amount shall not exceed one hundred forty-five thousand dollars (\$145,000)."

- 4. The Recitals set forth above are incorporated into, and are a part of, this Amendment.
- 5. Except as amended herein by this Amendment, all other terms, covenants and conditions of the March 7, 2017, Cooperative Agreement shall remain unchanged and in full force and effect between the Parties.
- 6. This Amendment may be executed in any number of counterparts, each of which shall be an original but all of which together constitutes one instrument. The Amendment shall be without force or effect unless and until all Parties hereto have executed this Amendment, or a counterpart.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first above written.

[signatures are on the following page]

WESTERN MUNICIPAL WATER DISTRICT

By: 
Craig Miller, General Manager

Dated: 4/21/22

RECOMMENDED FOR APPROVAL:

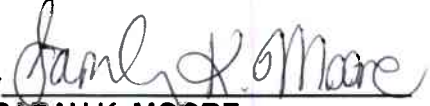
By: 
JASON E. UHLEY
General Manager- Chief Engineer

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

By: 
Karen Spiegel Chairman
Riverside County Flood Control 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)