

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



ITEM: 11.5
(ID # 23039)

MEETING DATE:
Tuesday, September 26, 2023

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the First Amendment to Cooperative Funding Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Riverside for Riverside Northside Specific Plan Master Drainage Plan, Project No. 1-0-10001, Nothing Further Required Under CEQA, District 1. [\$183,530 Not-to-Exceed Cost – District Zone 1 Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) because all potentially significant effects have been adequately analyzed in an earlier certified Programmatic Environmental Impact Report (PEIR), and the potential impacts have been avoided or mitigated pursuant to that earlier PEIR; Moreover the funding agreement would be exempt under CEQA per State CEQA Guidelines section 15061(b)(3) as the agreement would have no potential to have a significant environmental impact;

Continued on Page 2

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 9/14/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: September 26, 2023
xc: Flood

Kimberly A. Rector
Clerk of the Board
By:
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve the First Amendment to Cooperative Funding Agreement ("First Amendment") between the Riverside County Flood Control and Water Conservation District ("District") and the City of Riverside ("City");
3. Authorize the Chair of the District's Board of Supervisors to execute the First Amendment documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to approve, sign and execute any future non-substantive amendments to the First Amendment 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 the District.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$183,530	\$0	\$183,530	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Zone 1 Funds 100% (See Additional Fiscal Information)			Budget Adjustment: No	
			For Fiscal Year: 23/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 17, 2021 (Agenda Item No. 11.2), the District's Board of Supervisors approved the Cooperative Funding Agreement between the District and City which set forth the terms and conditions by which the District would contribute funding to the City for the preparation of the Riverside Northside Specific Plan Master Drainage Plan. Pursuant to the original Cooperative Funding Agreement, the District would contribute a not to exceed amount of One Hundred Eighty Thousand Dollars (\$180,000) for the Riverside Northside Specific Plan Master Drainage Plan. However, in collaboration between the District and City, the District agreed to contribute an additional amount of One Hundred Eight-Three Thousand Five Hundred Thirty Dollars (\$183,530).

This First Amendment sets forth the terms and conditions by which the District will increase its financial contribution by One Hundred Eighty-Three Thousand Five Hundred Thirty Dollars (\$183,530) to the City toward the development of the Riverside Northside Specific Plan Master Drainage Plan.

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

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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Environmental Findings

Pursuant to Section 15096 of the CEQA Statutes and Guidelines, the District, in its limited capacity as a Responsible Agency, considered the PEIR that was certified by the Lead Agency (City) and independently finds that the PEIR adequately covers environmental impacts associated with the District's contribution of funding to the City in support of the City's effort toward the development of the Riverside Northside Specific Plan (SP) Master Drainage Plan (MDP), which is the subject of this First Amendment. Moreover, the agreement would be exempt under CEQA pursuant to State CEQA Guidelines section 15061(b)(3). No significant adverse impacts will occur as a result of contributing funds to the City for the development of the Riverside Northside SP MDP and as such, no further analysis under CEQA is required for the First Amendment.

Impact on Residents and Businesses

The District's financial contribution toward the City's project is funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. The MDP will develop solutions to reduce Federal Emergency Management Agency mapped floodplains within the plan boundary and protect neighboring residents and businesses from street flooding in the City's Northside area when future facilities are constructed. The residents and businesses of the City's Northside area are primary beneficiaries of the project. Ancillary benefits will accrue to the public who will utilize the roadways.

Prev. Agn. Ref. MT Item No. 15448, 11.2 of 08/17/21

Additional Fiscal Information

In the original Cooperative Funding Agreement approved by the District's Board of Supervisors in 2021, the District was to contribute an amount not to exceed One Hundred Eighty Thousand Dollars (\$180,000) to the City. Due to the updated scope of work and tasks needed to complete the project, under this First Amendment, the District is providing up to One Hundred Eighty-Three Thousand Five Hundred Thirty Dollars (\$183,530) in additional funding to the City for the project. Sufficient funding is available in the District's Zone 1 budget for FY 2023-2024.

Funding Summary:

Original District Contribution Amount	\$180,000
Additional District Contribution	\$183,530
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Total District Contribution to the City	\$363,530

SOURCE OF FUNDS: (Continued)

25110-947400-536200 Contribution to Non-County Agency – Zone 1

ATTACHMENTS:

1. Vicinity Map
2. Funding Agreement

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

AGR:blm
P8/252736



Jason Farin, Principal Management Analyst 9/18/2023



Aaron Gettis, Deputy County Counsel 9/14/2023

First Amendment To Cooperative Funding Agreement
Riverside Northside Specific Plan Master Drainage Plan
Project No. 1-0-10001

This First Amendment to Funding Agreement ("First Amendment"), dated September 26, 2023 is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the City of Riverside, a municipal corporation ("CITY"). DISTRICT and CITY will be referenced herein individually as a "Party" and collectively as "Parties". Parties hereby agree as follows:

RECITALS

A. DISTRICT and CITY have entered into that certain Cooperative Funding Agreement dated August 17, 2021 [DISTRICT's Board Agenda Item No. 11.2], hereinafter called ("Original Agreement") to support the development of CITY's Northside Specific Plan's Master Drainage Plan Report to reduce the Federal Emergency Management Agency ("FEMA") floodplains and protect neighboring residents and businesses from street flooding in CITY's Northside area.

B. Pursuant to Original Agreement, DISTRICT desired to contribute a total amount not to exceed One Hundred Eighty Thousand Dollars (\$180,000) for the preparation of CITY's Northside Specific Plan's Master Drainage Plan Report.

C. Subsequent to the execution of Original Agreement, DISTRICT and CITY, recognize the original estimates of costs will exceed DISTRICT's contribution described in Original Agreement. Therefore, due to mutual interests, DISTRICT and CITY agree to revise the amount of DISTRICT's financial contribution.

D. Original Agreement together with the First Amendment are collectively referred to herein as ("AGREEMENT").

E. Parties now desire to amend AGREEMENT to, i) remove reference to optional task from Original Agreement and include as part of the project costs, and ii) increase the total

DISTRICT contribution not to exceed amount to Three Hundred Sixty-Three Thousand Five Hundred Thirty Dollars (\$363,530).

F. Section III.18 of Original Agreement, specifies that it may be changed or modified subject to the written consent of Parties thereto.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, Parties hereto mutually agree to amend AGREEMENT as follows, effective upon approval of this First Amendment by DISTRICT's Board of Supervisors:

1. Recital D of AGREEMENT is hereby amended to read:

"DISTRICT's financial contribution towards preparation of MASTER DRAINAGE PLAN will pay for CITY's engineering costs as follows:

- (i) CITY's selected consultant's proposal costs associated with: (a) assessment and study, hydrology and hydraulics development and reports, backbone storm drain recommendations, and schematic plan, and (b) CEQA determination, development impact fund determination, and interim condition of Highgrove Channel overflow ("PROJECT COSTS"); and
- (ii) CITY's selected consultant's proposal costs associated with Additional Directed Work during the development of MASTER DRAINAGE PLAN ("CONTINGENCY ITEMS")."

2. RECITALS E of AGREEMENT is amended to read:

"CITY may request DISTRICT make a financial contribution towards CONTINGENCY ITEMS and, in making such a request, CITY must justify to DISTRICT in writing the need for this financial contribution. DISTRICT will only contribute toward CONTINGENCY ITEMS if DISTRICT finds the justification

provided by CITY acceptable and provided that the total financial contribution from DISTRICT for MASTER DRAINAGE PLAN does not exceed the amounts described in Recital F."

3. RECITALS F of AGREEMENT is hereby amended to read:

"Together, PROJECT COSTS and CONTINGENCY ITEMS are hereinafter called "TOTAL DISTRICT CONTRIBUTION". TOTAL DISTRICT CONTRIBUTION for MASTER DRAINAGE PLAN shall not exceed a total of Three Hundred Sixty-Three Thousand Five Hundred Thirty Dollars (\$363,530), as follows: PROJECT COSTS shall not exceed Three Hundred Twenty-Three Thousand Five Hundred Thirty Dollars (\$323,530) and CONTINGENCY ITEMS shall not exceed Forty Thousand Dollars (\$40,000); and"

4. RECITALS I of AGREEMENT is hereby amended to read:

"The purpose of this Agreement is to memorialize the mutual understandings by and between CITY and DISTRICT with respect to the assessment and design of MASTER DRAINAGE PLAN; the payment of PROJECT COSTS and CONTINGENCY ITEMS; and TOTAL DISTRICT CONTRIBUTION."

5. SECTION I.6 of the AGREEMENT is hereby amended to read:

"Issue monthly invoices to DISTRICT (Attention: Project Planning Section) for PROJECT COSTS beginning with the initial submittal of MASTER DRAINAGE PLAN for DISTRICT's review and approval, as set forth in Recital D.i. and Section I.2., subject to and provided that PROJECT COSTS shall not exceed Three Hundred Twenty-Three Thousand Five Hundred Thirty Dollars (\$323,530) for MASTER DRAINAGE PLAN."

6. SECTION I.7 of AGREEMENT is hereby amended to read:

"If desired, request DISTRICT make a financial contribution toward CONTINGENCY ITEMS, and in making such a request, CITY must justify to DISTRICT in writing the need for this financial contribution, as set forth in Recital E."

7. SECTION I.8 of AGREEMENT is hereby deleted in its entirety.

8. SECTION I.9 of AGREEMENT is hereby deleted in its entirety.

9. SECTION I.10 of AGREEMENT is hereby amended to read:

"Only upon receiving prior approval by DISTRICT for payment of CONTINGENCY ITEMS, keep an accurate accounting of all CONTINGENCY ITEMS and provide this accounting to DISTRICT (Attention: Project Planning Section) with submittal of each monthly invoice. The accounting of monthly invoices for CONTINGENCY ITEMS shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers to CITY's selected consultant to establish the actual cost of assessment for CITY, for preparation of MASTER DRAINAGE PLAN."

10. SECTION I.11 of AGREEMENT is hereby amended to read:

"Only upon receiving prior approval by DISTRICT for payment of CONTINGENCY ITEMS, issue monthly invoices to DISTRICT (Attention: Project Planning Section) for CONTINGENCY ITEMS beginning with the first submittal of CONTINGENCY ITEMS, and include an accurate accounting of these costs, as set forth in Recital D.ii and Section I.10, subject to and provided that CONTINGENCY ITEMS shall not exceed Forty Thousand Dollars (\$40,000)."

11. SECTION I.13 of AGREEMENT is hereby amended to read:

"CITY shall be responsible to pay any amounts for preparation of MASTER DRAINAGE PLAN in excess of PROJECT COSTS, CONTINGENCY ITEMS, or TOTAL DISTRICT CONTRIBUTION."

12. SECTION II.4 of AGREEMENT is hereby amended to read:

"CITY may request DISTRICT make a financial contribution toward CONTINGENCY ITEMS and, in making such a request, CITY must justify to DISTRICT in writing the need for this financial contribution, as detailed in Section I.7. DISTRICT may make a financial contribution to CITY for CONTINGENCY ITEMS if DISTRICT finds the justification for this financial contribution provided by CITY acceptable and provided that the total financial contribution from DISTRICT for MASTER DRAINAGE PLAN does not exceed the amounts described in Recital F."

13. SECTION II.5 of the AGREEMENT is hereby amended to read:

"Pay CITY, within thirty (30) business days after receipt of CITY's monthly invoice of PROJECT COSTS, as set forth in Sections I.6, subject to and provided that PROJECT COSTS shall not exceed Three Hundred Twenty-Three Thousand Five Hundred Thirty Dollars (\$323,530) for preparation of MASTER DRAINAGE PLAN."

14. SECTION II.6 of AGREEMENT is hereby deleted in its entirety.

15. SECTION II.7 of AGREEMENT is hereby amended to read:

"Only upon prior approval by DISTRICT, pay CITY within thirty (30) business days after receipt of CITY's invoice for CONTINGENCY ITEMS, as set forth in Section I.11, subject to and provided that CONTINGENCY ITEMS shall not

exceed a total sum of Forty Thousand Dollars (\$40,000) for MASTER DRAINAGE PLAN."

16. SECTION III.1 of AGREEMENT is hereby amended to read:

"Notwithstanding any other provision herein for this Agreement, TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Three Hundred Sixty-Three Thousand Five Hundred Thirty Dollars (\$363,530) for preparation of MASTER DRAINAGE PLAN and shall be used by CITY solely for the purpose of preparation of said MASTER DRAINAGE PLAN. Additionally, PROJECT COSTS shall not exceed Three Hundred Twenty-Three Thousand Five Hundred Thirty Dollars (\$323,530), and CONTINGENCY ITEMS shall not exceed Forty Thousand Dollars (\$40,000). CITY shall be responsible to pay any amounts in excess of TOTAL DISTRICT CONTRIBUTION, PROJECT COSTS, and CONTINGENCY ITEMS for preparation of MASTER DRAINAGE PLAN. Further, no additional funding whatsoever shall be provided by DISTRICT for any subsequent MASTER DRAINAGE PLAN modifications or scope extensions."

17. Except to the extent specifically deleted, added to, or amended herein, all of the terms, covenants and conditions of said Original Agreement executed on August 17, 2021 shall remain in full force and effect between Parties hereto.

18. This AGREEMENT 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 AGREEMENT 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 AGREEMENT. Parties further agree that the electronic signatures of Parties included in this AGREEMENT 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 Party using it to have the same force and effect as the use of a manual signature and shall be reasonably relied upon by 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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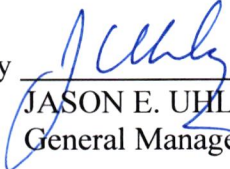
IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on

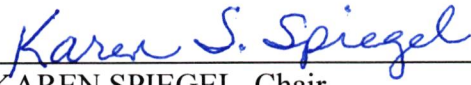
9/26/23

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
JASON E. UHLEY
General Manager-Chief Engineer

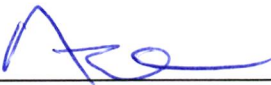
By 
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
AARON C. GETTIS
Supervising Deputy County Counsel

By 
Deputy

(SEAL)

First Amendment to Cooperative Funding Agreement
Riverside Northside Specific Plan Master Drainage Plan
06/21/23
SK:blm

SEP 26 2023 11.5

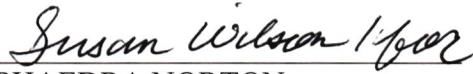
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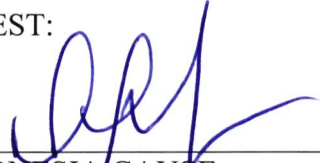
CITY OF RIVERSIDE

By 
MIKE FUTRELL
City Manager

APPROVED AS TO FORM:

ATTEST:

By 
PHAEDRA NORTON
City Attorney

By 
DONESIA GAUSE
City Clerk

(SEAL)

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