

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.19
(ID # 24397)**

MEETING DATE:

Tuesday, March 19, 2024

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the First Amendment to Cooperative Agreement Between the County of Riverside and the Riverside County Flood Control and Water Conservation District for the Woodcrest-Rinehart Acres Drainage Plan Improvements, Project No. 2-0-00406, CEQA Exempt per State CEQA Guidelines Section 15061(b)(3), Districts 1 and 2. [\$0] (Companion MT Item No. 24220)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that execution of the First Amendment to Cooperative Agreement ("First Amendment") is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the First Amendment to Cooperative Agreement between the County of Riverside ("County") and the Riverside County Flood Control and Water Conservation District ("District");
3. Authorize the Chair of the Board of Supervisors to execute the First Amendment to the Cooperative Agreement on behalf of the County; and
4. Authorize the Director of Transportation or designee to approve, sign and execute any future non-substantive amendments to the First Amendment to Cooperative Agreement for the project that do not increase the cost to the County and do not materially change the scope of services, subject to approval as to form by County Counsel.

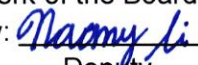
ACTION:Policy


Patricia Romo, Director of Transportation 3/4/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez
Date: March 19, 2024
xc: Trans., Flood

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

(Companion Item 11.1)

**SUBMITTAL TO THE 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: Developer Funded 100%. No General Funds will be used on this project.			Budget Adjustment: No	
			For Fiscal Year: NA	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On August 29, 2023 (Agenda Item No 3.73), the Board of Supervisors approved the Cooperative Agreement between the County and the District which set forth the terms and conditions by which the County and District will share responsibility for planning, designing, constructing, and maintaining roadway improvements and certain flood control facilities within the Woodcrest-Rinehart Acres subdivision.

This First Amendment adds certain road improvements located along Mariposa Avenue (south of centerline), Granite Avenue, Boulder Avenue, and Dallas Avenue. Road improvements for each road will be located between Taft Street and Wood Road and will be part of the County's maintenance responsibilities.

County Counsel has approved the First Amendment as to legal form. A companion item appears on the Riverside County Flood Control and Water Conservation Agenda this same date.

Environmental Findings

Execution of the Agreement is exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), 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 to the Cooperative Agreement would 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.

Impact on Residents and Businesses

This project will provide flood control and drainage improvements in the Woodcrest-Rinehart Acres subdivision.

Additional Fiscal Information

Future operation and maintenance costs associated with the County maintained storm drain facilities will accrue to the County. Future operation and maintenance costs associated with the mainline storm drain system will accrue to the District.

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STATE OF CALIFORNIA

ATTACHMENTS:

Vicinity Map

First Amendment to Cooperative Agreement



Jason Farin, Principal Management Analyst 3/12/2024



Aaron Gettis 3/8/2024

FIRST AMENDMENT TO COOPERATIVE AGREEMENT
Woodcrest-Rinehart Acres Drainage Plan Improvements
Project No. 2-0-00406

This First Amendment to Cooperative Agreement ("First Amendment"), dated March 19, 2024, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic, ("DISTRICT") and the County of Riverside, a political subdivision of the State of California ("COUNTY") on behalf of its Transportation Department. DISTRICT and COUNTY are individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereto agree as follows:

RECITALS

A. DISTRICT and COUNTY have entered into that certain Cooperative Agreement dated August 29, 2023 [DISTRICT's Board Agenda Item No. 11.3], hereinafter called "Original Agreement", to design and construct the Woodcrest-Rinehart Acres Drainage Plan Improvements Project ("Project"), to convey flows from the streets of Mariposa Avenue, Granite Avenue, Boulder Avenue, Dallas Avenue, Obsidian Drive, and Wood Road to their natural outlet southeast of the intersection of Wood Road and Dallas Avenue. Certain street improvements are necessary to collect and deliver runoff to the proposed storm drain inlets along the Project alignment.

B. Subsequent to the execution of Original Agreement, the Parties hereto wish to amend Original Agreement to add language to clarify the street improvements involved with PROJECT.

C. Original Agreement, together with the First Amendment, are collectively referred to herein as "AGREEMENT".

D. Section III.14 of Original Agreement specifies that any alternation or variation of terms are subject to the written consent of Parties thereto.

MAR 19 2024 3.19/11.1

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree to amend AGREEMENT as follows:

1. RECITAL E through RECITAL H of AGREEMENT are hereby re-lettered as RECITALS F through I of AGREEMENT.

2. The following is hereby inserted as RECITAL E of AGREEMENT:

"COUNTY desires DISTRICT to include as a part of its construction contract, certain road improvements located along Mariposa Avenue, south of centerline, Granite Avenue, Boulder Avenue and Dallas Avenue. Road improvements for each road will be located between Taft Street and Wood Road, which are along and near the alignment of DISTRICT FACILITIES and COUNTY APPURTENANCES, as shown in concept on Exhibit "B", attached hereto and made a part hereof. These road improvements, include, but are not limited to regrading to meet design profiles, paving, placement of dikes, installation of signs, and placement of stripes, etc. ("COUNTY BETTERMENTS"). The scope of COUNTY BETTERMENTS shall be determined and mutually agreed upon by DISTRICT and COUNTY prior to advertising project. COUNTY APPURTENANCES and COUNTY BETTERMENTS are called "COUNTY FACILITIES."

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

"DISTRICT FACILITIES and COUNTY FACILITIES are hereinafter altogether called "PROJECT"; and"

Following RECITAL E, all references to COUNTY APPURTENANCES, throughout the Agreement shall read as COUNTY FACILITIES.

4. The following is hereby added to Section III.2 of AGREEMENT:

"COUNTY BETTERMENTS shall, at all times, remain sole ownership and exclusive responsibility of COUNTY. Nothing herein shall be construed as creating any obligation or responsibility on the part of DISTRICT to operate or maintain COUNTY BETTERMENTS."

5. Sections III.3 through III.17 of AGREEMENT are re-numbered as III.4 through III.18 of AGREEMENT.

6. 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 29, 2023 shall remain in full force and effect between Parties hereto.

7. This First Amendment shall not be binding or consummated until its approval by DISTRICT's Board of Supervisors and fully executed by Parties.

9. 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.

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IN WITNESS WHEREOF, Parties hereto have executed this First Amendment on

3/19/2024

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By J Uhly
JASON UHLEY
General Manager-Chief Engineer

By Karen S. Spiegel
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 Ryan
RYAN YABKO
County Counsel

By Naomy Li
Deputy

(SEAL)

First Amendment to Cooperative Agreement
Woodcrest-Rinehart Acres Drainage Plan Improvements
Project No. 2-0-00406
1/11/24
AGR:blm

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By 
PATRICIA ROMO
Interim Director of Transportation


By 
CHUCK WASHINGTON, Chair
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
STEPHANIE K. NELSON
Deputy County Counsel

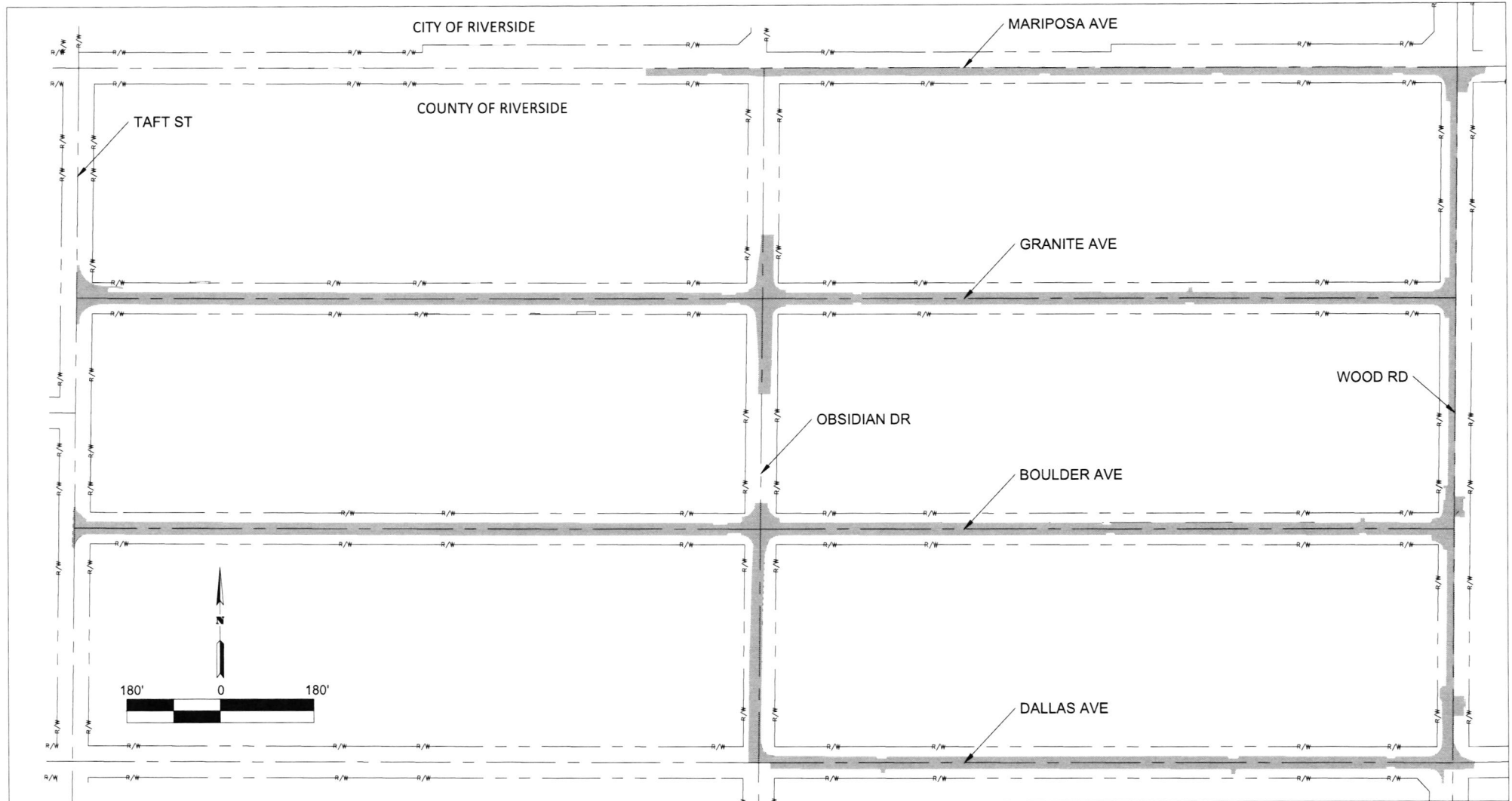
By 
Deputy

(SEAL)

First Amendment to Cooperative Agreement
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Project No. 2-0-00406
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3.19 / 11.1

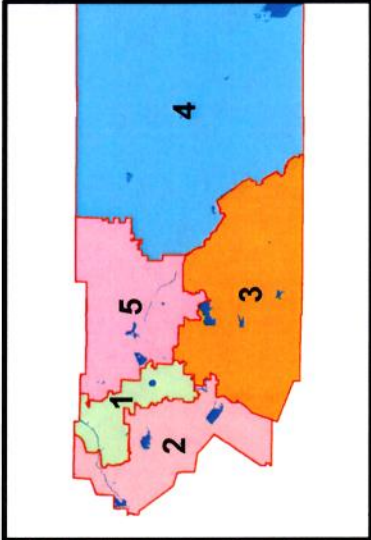


LEGEND


 LIMITS OF STREET IMPROVEMENTS TO BE MAINTAINED BY RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT. REFER TO WOODCREST-RINEHART STREET IMPROVEMENT PLANS FOR ADDITIONAL DETAILS.

COUNTY OF RIVERSIDE (TRANSPORTATION DEPARTMENT)
EXHIBIT B
 WOODCREST-RINEHART ACRES DRAINAGE PLAN IMPROVEMENTS
 COOPERATIVE AGREEMENT

PROJECT NO. 2-0-00406
 DATE: 12/04/2023
 ENGINEER: S.CHEONG



Legend

Description

