

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



ITEM: 11.2
(ID # 26106)

MEETING DATE:

Tuesday, October 29, 2024

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the First Amendment to Funding Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Norco for the Norco Citation Drive Storm Drain, Project No. 2-0-10051, CEQA Exempt Per CEQA Guidelines Section 15061(b)(3), District 2. [\$211,818 Not-to-Exceed Cost – District Zone 2 Funding 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the First Amendment to Funding Agreement ("Amendment") is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the Amendment between the Riverside County Flood Control and Water Conservation District ("District") and the City of Norco ("City");
3. Authorize the Chair of the District's Board of Supervisors ("Board") to execute the Amendment documents on behalf of the District;
4. Authorize the District's General Manager-Chief Engineer or designee to take all necessary steps to implement the Amendment, including, but not limited to, negotiating, approving and executing any non-substantive amendments, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return two (2) fully executed original Amendment documents to the District.

ACTION:Policy

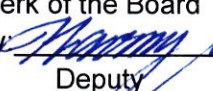

Jason Unley, GENERAL MGR-CHIEF FLD CTRL ENG

10/17/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez 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: October 29, 2024
xc: Flood

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$211,818	\$0	\$211,818	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Zone 2 Funding 100% (See Additional Fiscal Information)			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On June 4, 2024 [Agenda Item No. 11.4], the District's Board approved a Funding Agreement ("Agreement") by which the District will contribute up to Two Hundred Eighty-Eight Thousand Dollars (\$288,000) to the City for the construction of the Norco Citation Drive Storm Drain project ("Project"). The Project will consist of a 200-foot-long section of 24-inch diameter storm drain pipe to collect water from a low point in Citation Drive and convey flows north to the existing District Norco Master Drainage Plan Line S-5.

The City advertised the Project for public works construction bids. The lowest responsible bid came in substantially higher than originally estimated due to higher than anticipated design and construction costs. Based on the City's bid results, the Project costs increased from Two Hundred Eighty-Eight Thousand Dollars (\$288,000) to Four Hundred Ninety-Six Thousand Five Hundred Eighteen Dollars (\$496,518).

This Amendment is necessary to change the District's financial contribution in the Agreement from the original amount of Two Hundred Eighty-Eight Thousand Dollars (\$288,000) to Four Hundred Ninety-Six Thousand Five Hundred Eighteen Dollars (\$496,518).

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

Environmental Findings

The Agreement is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense Exemption", 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." The Amendment does not authorize to any extent whatsoever actual physical development of the underlying property. Such development, if it occurs at all, will be the result of subsequent actions subject to CEQA review by the City prior to construction. The Amendment merely establishes the terms by which the District will contribute funding to the City for the construction of the referenced facilities. It can be seen with certainty that there is no

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possibility the Amendment will have a significant effect on the environment. Therefore, nothing further is required under CEQA.

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. Upon construction completion, the facilities will alleviate flooding on the private properties on Citation Drive.

Prev. Agn. Ref. MT 25049, 11.4 of 06/04/2024

Additional Fiscal Information

In the original Agreement approved by the District's Board in June 2024, the District was to contribute up to \$288,000 to the City for the design and construction of the Project. This Amendment increases the District's contribution by Two Hundred Eight Thousand Five Hundred Eighteen Dollars (\$208,518) to the City to cover its financial contribution to the project.

The original contract amount for the Agreement and the costs of the Amendment are summarized below:

Funding Summary

Funding Agreement

Estimated Design and Administration Contribution	\$ 33,000
Estimated Construction Contribution	\$ 255,000
Maximum District Contribution to the City	\$ 288,000
Estimated MSHCP Mitigation Fee	\$ 7,650
(3% of Estimated Construction Contribution of \$255,000)	
Total Estimated District Cost	\$ 295,650

Amendment

Increased Design and Administration Contribution	\$ 40,268
Increased Construction Contribution (based on City's bid results)	\$ 456,250
Total Amended Maximum District Contribution to City	\$ 496,518
Increased MSHCP Mitigation Fee	\$ 10,950
Total Estimated Amended District Cost	\$ 507,468

(Total Estimated Amended District Cost)	
- (Total Estimated District Cost)	
Difference between Original Agreement and Amendment	\$ <u>211,818</u>

SOURCE OF FUNDS: (Continued)

25120-947240-536200 Contribution to Non-County Agency – Zone 2

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25120-947240-523220 License and Permits – Zone 2

ATTACHMENTS:

1. Vicinity Map
2. First Amendment to Funding Agreement

JC:bjj
P8/258792

  
Douglas Cordonez Jr. 10/21/2024


Aaron Gettis, Chief of Deputy County Counsel 10/18/2024

FIRST AMENDMENT TO FUNDING AGREEMENT

Norco Citation Drive Storm Drain
Project No. 2-0-10051

This First Amendment to Funding Agreement ("First Amendment"), dated as of October 29, 2024, is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("DISTRICT"), and the CITY OF NORCO, a municipal corporation ("CITY"). DISTRICT and CITY are collectively referred to herein as "Parties" and individually as "Party". The Parties hereby agree as follows

RECITALS

A. DISTRICT and CITY have entered into that certain Funding Agreement dated June 4, 2024 [Agenda Item 11.4], hereinafter called "Original Agreement", to support the construction of the Norco Citation Drive Storm Drain ("PROJECT"), which will provide necessary flood control and drainage improvements to alleviate flooding on Citation Drive and convey flows north to the existing District Norco Master Drainage Plan Line S-5 in the city of Norco.

B. Pursuant to Original Agreement, DISTRICT desired to contribute a total amount not to exceed Two Hundred Eighty-Eight Thousand Dollars (\$288,000) to CITY toward CITY's construction of PROJECT infrastructure.

C. Subsequent to the execution of Original Agreement, CITY advertised PROJECT for public works construction bids and the anticipated design and construction costs came in substantially higher than estimated. Based on CITY's bid results, PROJECT costs increased from an estimated Two Hundred Eighty-Eight Thousand Dollars (\$288,000) to Four Hundred Ninety-Six Thousand Five Hundred Eighteen Dollars (\$496,518).

D. The original estimates of costs will exceed DISTRICT's contribution described in Original Agreement. Therefore, due to mutual interests, DISTRICT and CITY wish to increase the amount of DISTRICT's financial contribution for PROJECT.

E. Original Agreement together with this First Amendment are collectively referred to herein as "AGREEMENT".

F. Section III.13 of Original Agreement specifies that any alternation or variation of terms are subject to the written consent of 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:

1. RECITALS K of AGREEMENT is hereby amended to read:
"TOTAL DISTRICT CONTRIBUTION for PROJECT shall not exceed a total sum of Four Hundred Ninety-Six Thousand Five Hundred Eighteen Dollars (\$496,518)."
2. SECTION I.2 of AGREEMENT is amended to read:
"Invoice DISTRICT (Attention: Special Projects Section) for fifty percent (50%) of DESIGN CONTRIBUTION upon execution of this Agreement. DESIGN CONTRIBUTION shall not exceed a total sum of Four Hundred Ninety-Six Thousand Five Hundred Eighteen Dollars (\$496,518) for PROJECT."
3. Last sentence in SECTION I.4 of AGREEMENT is amended to read:
"DESIGN CONTRIBUTION and DESIGN ADMIN shall not exceed a total sum of Four Hundred Ninety-Six Thousand Five Hundred Eighteen Dollars (\$496,518) for PROJECT."
4. Section I.9 of AGREEMENT is hereby amended to read:

"At the time of providing written notice of the award of a construction contract for PROJECT, invoice DISTRICT (Attention: Special Projects Section) for BID PRICE, subject to and provided that TOTAL DISTRICT CONTRIBUTION does not exceed a total sum of Four Hundred Ninety-Six Thousand Five Hundred Eighteen Dollars (\$496,518) for PROJECT. BID PRICE shall be supported by a copy of CITY's bid abstracts for PROJECT."

5. Section I.17 of AGREEMENT is hereby amended to read:

"At the time of providing a Notice of Completion, invoice DISTRICT (Attention: Special Projects Section) for CITY's CONTRACT ADMINISTRATION CONTRIBUTION and, if applicable, CITY's CONSTRUCTION, if applicable, CHANGE ORDERS CONTRIBUTION, subject to and provided TOTAL DISTRICT CONTRIBUTION shall not Four Hundred Ninety-Six Thousand Five Hundred Eighteen Dollars (\$496,518)."

6. Section II.1 of AGREEMENT is hereby amended to read:

"Within thirty (30) days after receipt of CITY's invoices (i) pay all approved CITY's invoices and (ii) review and approve associated documents as described in RECITALS and SECTION I herein this Agreement, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed to Four Hundred Ninety-Six Thousand Five Hundred Eighteen Dollars (\$496,518) for PROJECT."

7. Section III.1 of AGREEMENT is hereby amended to read:

"Notwithstanding any other provision herein this Agreement, TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of to Four

Hundred Ninety-Six Thousand Five Hundred Eighteen Dollars (\$496,518) and shall be used by CITY solely for the purpose of designing and constructing PROJECT as set forth herein. No additional funding whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications, extensions or repairs."

8. Except to the extent specifically deleted, added to or amended herein, all of the terms, covenants and conditions of said Original Agreement executed on June 4, 2024, shall remain in full force and effect between Parties hereto.

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

10. 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 First Amendment on


October 29, 2024

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,
a body politic**

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 
NAME
Deputy County Counsel


By 
Deputy

(SEAL)

First Amendment to Funding Agreement with City of Norco
Norco Citation Drive Storm Drain
2-0-10051
09/11/24
JC:blj

RECOMMENDED FOR APPROVAL:

CITY OF NORCO, a municipal corporation

By 

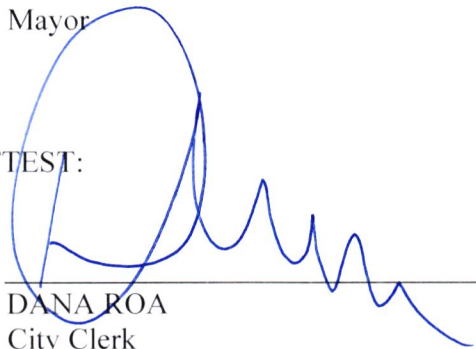
KEVIN BASH
Mayor

APPROVED AS TO FORM:

By 

COLIN BURNS
City Attorney

ATTEST:

By 

DANA ROA
City Clerk

(SEAL)

First Amendment to Funding Agreement with City of Norco
Norco Citation Drive Storm Drain
2-0-10051
09/11/24
JC:blj

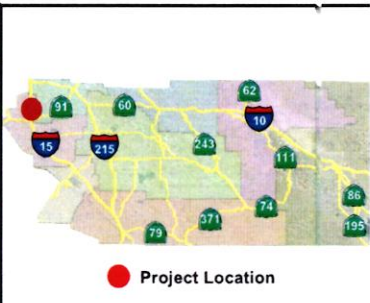
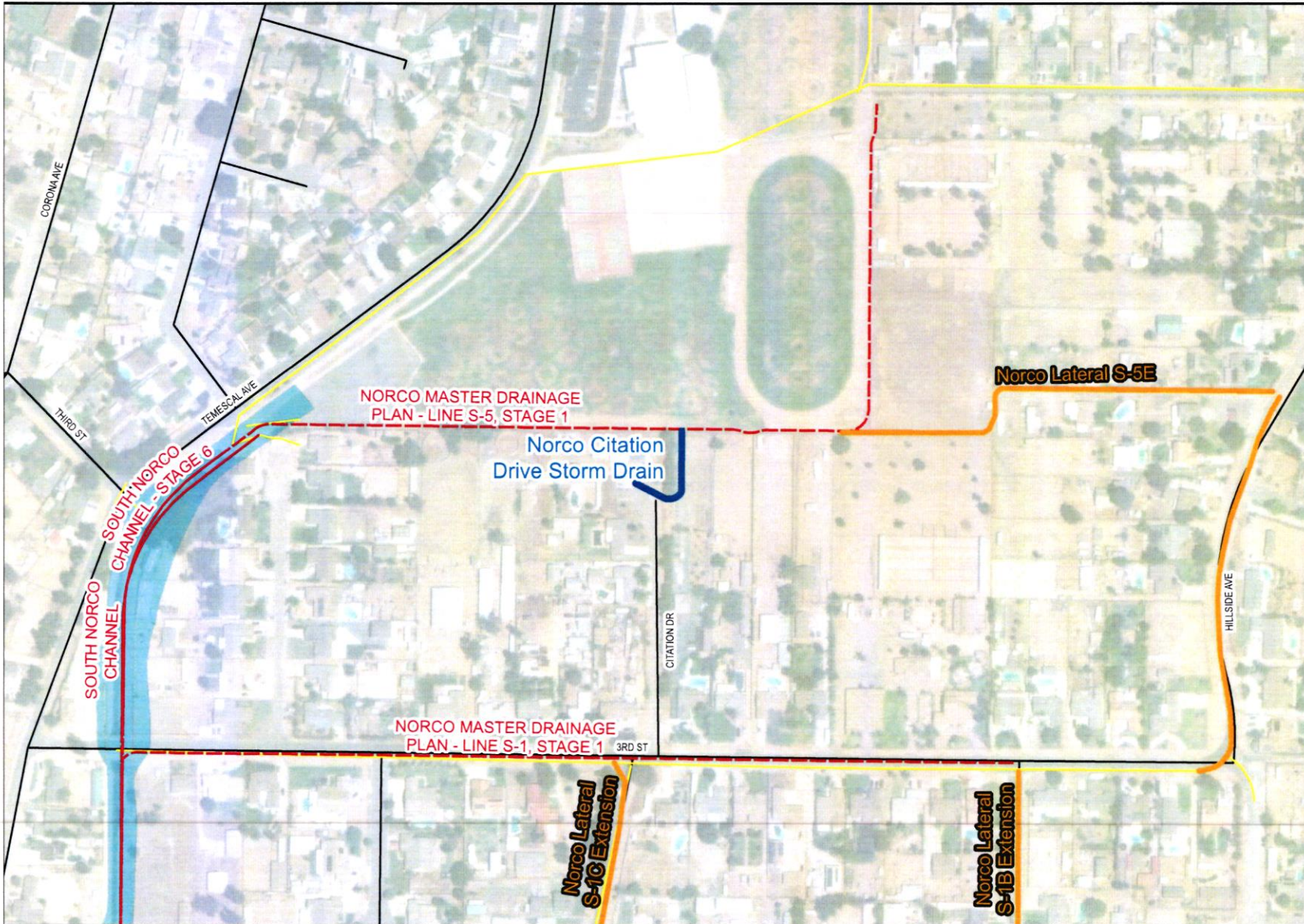
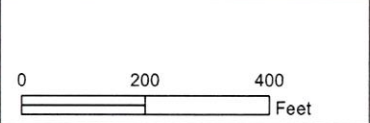


EXHIBIT A

- Legend**
- Norco Citation Drive Storm Drain
 - Existing Above Ground District Facilities
 - - - Existing Below Ground District Facilities
 - Other Budgeted CIP Facilities
 - Un-budgeted District Facilities
 - FEMA Floodplain



RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
Norco Citation Drive Storm Drain
 Supervisorial District 2



Project No.	2-6-10051-00
Engineer	
Date Created	6/3/2024