

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



ITEM: 11.5
(ID # 26282)

MEETING DATE:

Tuesday, November 05, 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 Jurupa Community Services District for the Regional Recycled Water Program, Project No. 2-0-10018, CEQA Exempt per CEQA Guidelines Section 15061(b)(3), District 2. [\$6,550,000 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 Jurupa Community Services District ("JCSD");
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


JOHN O'NEIL, GENERAL MANAGER, FLOOD CONTROL DISTRICT 10/23/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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: November 5, 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	\$3,275,000	\$ 3,275,000	\$ 6,550,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 25120-94720-536200 – Zone 2 Contribution to Non-County Agency			Budget Adjustment: No	
			For Fiscal Year: 24/25-25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On December 13, 2022 [Agenda Item No. 11.5], the District's Board approved a Funding Agreement ("Agreement") by which the District will contribute up to Fifteen Million Eight Hundred Fifty Thousand Dollars (\$15,850,000) to JCSD for the construction of the Regional Reclamation Water Distribution System ("Project").

JCSD is requesting an increase in the District's contribution to support the increased capacity of the proposed pump station and a series of recycled water pipelines throughout the city of Eastvale. Also, in collaboration with the City of Corona, the increased capacity will allow the Project to expand recycled water usage from the original 660-acre feet per year to over 3,800-acre feet per year to both JCSD and Corona service areas. JCSD will be responsible for the operation and maintenance of these facilities.

The Amendment is necessary to change the District's financial contribution in the Agreement from the original amount of Fifteen Million Eight Hundred Fifty Thousand Dollars (\$15,850,000) to Twenty-Two Million Four Hundred Thousand Dollars (\$22,400,000).

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

Environmental Findings

Pursuant to CEQA, the Project was reviewed and determined to be categorically exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), the "General Rule" exemption. The 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. With certainty, there is no possibility that the Project will have a significant effect on the environment as the Project is merely an amendment between public agencies to provide additional funding for the construction of the Project.

Impact on Residents and Businesses

The District's financial contribution toward the JCSD Project is funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and

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businesses. Upon construction completion, the facilities will allow the Project to deliver more recycled water which will benefit the residents.

Prev. Agn. Ref.: MT 20665, 11.5 of 12/13/2022

Additional Fiscal Information

In the original Agreement approved by the District's Board in 2022, the District was to contribute up to Fifteen Million Eight Hundred Fifty Thousand Dollars (\$15,850,000) to JCSD for the design and construction of the Project. This Amendment increases the District's contribution by Six Million Five Hundred Fifty Thousand Dollars (\$6,550,000) 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	\$	1,500,000
<u>Estimated Construction Contribution</u>	<u>\$</u>	<u>14,350,000</u>
Maximum District Contribution to JCSD	\$	15,850,000
Estimated MSHCP Mitigation Fee	\$	0
(3% of Estimated Construction Contribution)		
Total Estimated District Cost	\$	15,850,000

Amendment

Increased Construction (based on increased project scope)		
Maximum District Contribution to JCSD	\$	22,400,000
The difference between Original Agreement and Amendment	\$	6,550,000

ATTACHMENTS:

1. Vicinity Map
2. First Amendment to Funding Agreement

MER:rlp
P8/259349

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Douglas Ordóñez Jr. 10/29/2024



Aaron Gettis, Chief of Deputy County Counsel 10/24/2024

FIRST AMENDMENT TO FUNDING AGREEMENT

JCSD – Regional Recycled Water Program

Project No. 2-0-10018

This First Amendment to Funding Agreement ("First Amendment"), dated as of November 05, 2024, is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("DISTRICT"), and the JURUPA COMMUNITY SERVICE DISTRICT, a municipal water district ("JCSD"). DISTRICT and JCSD are collectively referred to herein as "Parties" and individually as "Party". The Parties hereby agree as follows:

RECITALS

A. DISTRICT and JCSD have entered into a Funding Agreement dated December 13, 2022 [DISTRICT's Board Agenda Item No. 11.5], hereinafter called "Original Agreement", to support the construction of the Regional Reclamation Water Distribution System ("PROJECT") for a regional solution to enhance reclaimed water use and includes a series of recycled water pipelines throughout Eastvale and a pump station at the Western Riverside County Regional Wastewater Authority.

B. Pursuant to Original Agreement, DISTRICT desired to contribute a total amount not to exceed Fifteen Million Eight Hundred Fifty Thousand Dollars (\$15,850,000) to JCSD toward JCSD's construction of PROJECT infrastructure.

C. Subsequent to the execution of Original Agreement, JCSD is requesting an increase to DISTRICT contribution to support to increased capacity of the proposed pump station. The increased capacity will allow PROJECT to increase recycled water usage from the original 660 acre-feet per year (AFY) to over 3,800 AFY to both JCSD and Corona service areas. To support the increased project scope, PROJECT costs increased from an estimated Fifteen Million Eight Hundred Fifty Thousand Dollars (\$15,850,000) to Twenty-Two Million Four Hundred Thousand Dollars (\$22,400,000).

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

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

F. Section III.17 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 D of AGREEMENT is hereby amended to read:

"Due to the Parties mutual interest in PROJECT, DISTRICT wishes to support JCSD's efforts by providing partial financial contribution up to Twenty-Two Million Four Hundred Thousand Dollars (\$22,400,000) toward PROJECT's design and administrative costs, construction and construction change order costs, environmental clearance and right of way acquisition costs, and utility relocation costs as set forth herein. DISTRICT's contribution will assist JCSD in meeting the local match requirements to leverage grant opportunities that JCSD is seeking, such as federal grant opportunity listed under the WaterSMART: Title XVI Program Funding under Section 4009(c) of the Water Infrastructure Improvements for the Nation ("WIIN") Act, Water Reclamation and Reuse Projects. DISTRICT shall have no other role"; and

2. RECITALS F of AGREEMENT last sentence is hereby amended to read:

"TOTAL DISTRICT CONTRIBUTION for PROJECT shall not exceed a total sum amount of Twenty-Two Million Four Hundred Thousand Dollars (\$22,400,000) JCSD shall be responsible to pay any amounts in excess of TOTAL DISTRICT CONTRIBUTION"; and

3. SECTION I.21 of AGREEMENT last sentence is hereby amended to read:
"If applicable, upon DISTRICT's approval of CONSTRUCTION CHANGE ORDER for each construction phase of PROJECT, issue invoices to DISTRICT (Attn: Special Projects Section) for the appropriate proportion of CONSTRUCTION CHANGE ORDER to DISTRICT as set forth in Recital E (x), subject to and provided that TOTAL DISTRICT CONTRIBUTION do not exceed a total sum amount of Twenty-Two Million Four Hundred Thousand Dollars (\$22,400,000) for PROJECT";
and
4. SECTION II.1 of AGREEMENT last sentence is hereby amended to read:
"Within thirty (30) business days after receipt of JCSD's invoices (i) pay all approved JCSD'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 payment amounts do not exceed TOTAL DISTRICT CONTRIBUTION amount of Twenty-Two Million Four Hundred Thousand Dollars (\$22,400,000) for PROJECT";
and
5. 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 Twenty-Two Million Four Hundred Thousand Dollars (\$22,400,000) solely for

PROJECT costs. JCSD shall be responsible to pay any PROJECT costs in excess of TOTAL DISTRICT CONTRIBUTION. Furthermore, no additional funding whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications or scope extensions".

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 December 13, 2022 shall remain in full force and effect between Parties hereto.

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


8. 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.


In WITNESS WHEREOF, the Parties hereto have executed this First Amendment on

November 05, 2024
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,**
a body corporate and 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 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel


By 
Deputy

(SEAL)

First Amendment to Funding Agreement with Jurupa Community Services District
Project Name: Regional Reclamation Water Distribution System
Project No. 2-0-10018
10/02/24
MER:blj

RECOMMENDED FOR APPROVAL:

JURUPA COMMUNITY SERVICES DISTRICT

By  _____
CHRIS BERCH
General Manager

APPROVED AS TO FORM:
BEST & KRIEGER LLP

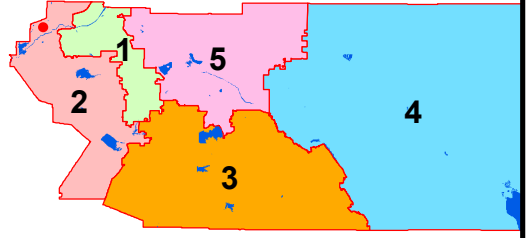
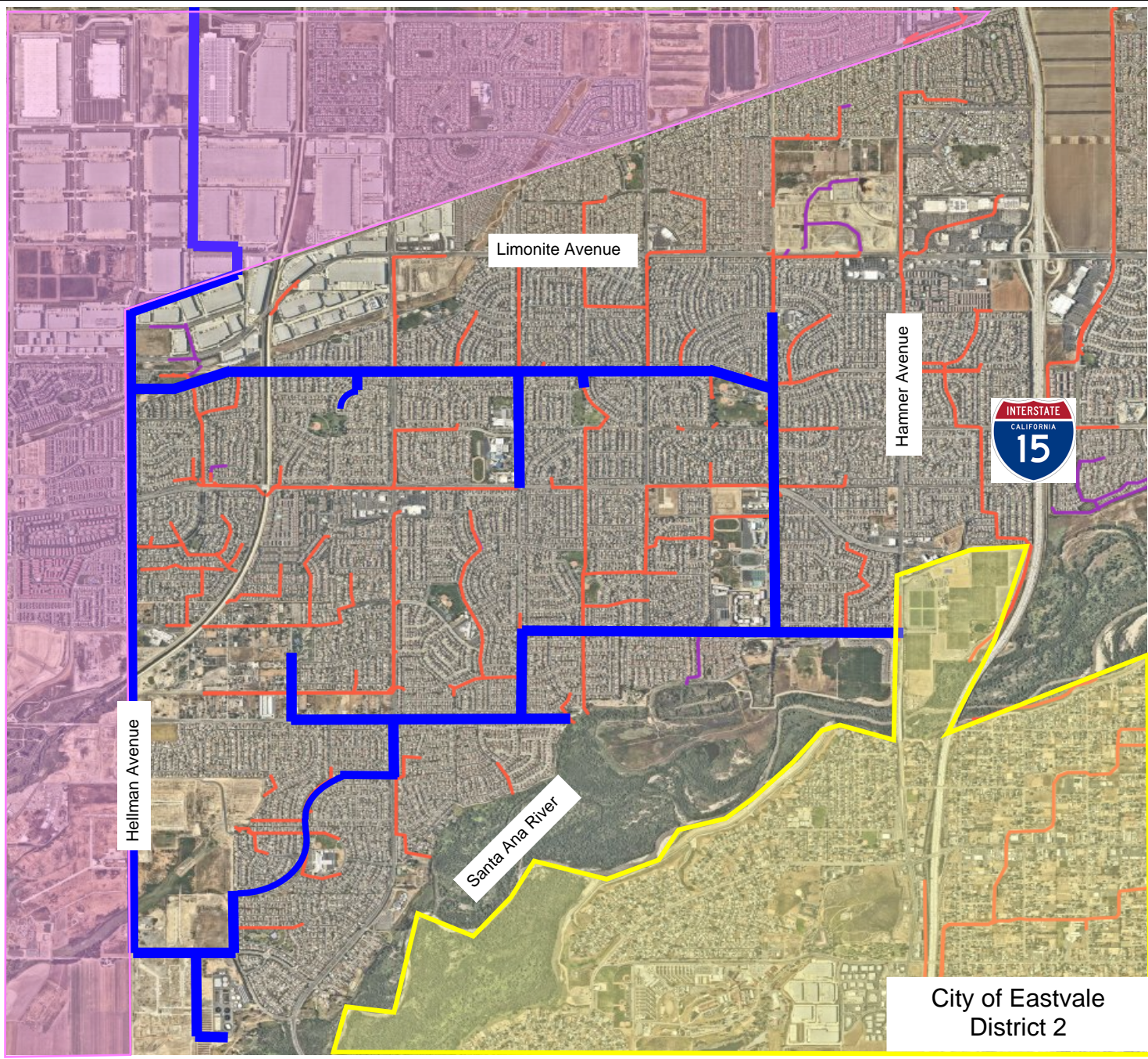
ATTEST:

By _____
NAME
Title

By _____
MARIA E. AYALA
Secretary of the Board of Directors

(SEAL)

First Amendment to Funding Agreement with Jurupa Community Services District
Project Name: Regional Reclamation Water Distribution System
Project No. 2-0-10018
10/02/24
MER:blj



Legend

- Supervisorial District
- Project Vicinity
- Existing Facilities
- Pending Facilities
- City of Norco
- County of San Bernardino

Description

JCSD - Regional Recycled Water Program

Project No. 2-0-10018



VICINITY MAP

