

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



ITEM: 11.2
(ID # 26133)

MEETING DATE:

Tuesday, December 03, 2024

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Funding Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Corona for the Coldwater Canyon Recharge Basin Study, Project No. 2-0-10055, CEQA Exempt per CEQA Guidelines Section 15061(b)(3), District 2. [\$250,000 Not-to-Exceed Costs - District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Find** that the Funding Agreement ("Agreement") is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061 (b)(3), the "Common Sense Exemption";
2. **Approve** the Agreement between the Riverside County Flood Control and Water Conservation District ("District") and the City of Corona ("City");
3. **Authorize** the Chair of the District's Board of Supervisors to execute the Agreement 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 Agreement 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) fully executed Agreement documents to the District.

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

11/14/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez seconded by Supervisor Spiegel 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: December 3, 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	\$ 250,000	\$ 0	\$ 250,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 25120-947420-536200 Contribution to Non-County Agency – Zone 2 (100%)			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Agreement sets forth the terms and conditions by which the District will contribute up to Two Hundred Fifty Thousand Dollars (\$250,000) in funding to support the City's review and update designs for the Coldwater Canyon Recharge Basin ("Coldwater Canyon Recharge Study"). The Coldwater Canyon Recharge Study would (i) re-evaluate runoff from Coldwater Canyon and Mayhew Canyon for water conservation efforts, (ii) mitigate downstream flood impacts and (iii) study solutions to potential water quality impacts from the Chandler mining pit.

County Counsel has approved the Agreement as to legal form, and the City has signed a counterpart to the Agreement on its November 20, 2024, meeting agenda. The City's executed agreement is forthcoming.

Environmental Findings

The Agreement is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (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 Agreement does not authorize to any extent whatsoever actual physical development. 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 Agreement merely establishes the terms by which the District will contribute funding to the City. It can be seen with certainty that there is no possibility the Agreement will have a significant effect on the environment.

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 residents and businesses of the City are the primary beneficiaries of the project. Ancillary benefits will accrue to the public who will utilize the roadways.

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Additional Fiscal Information

The District is contributing up to \$250,000 in funding for the City for the Coldwater Canyon Recharge Study. Sufficient funding is available in the District's Zone 2 budget for FY 2024/2025 and will be included in the proposed budget in future years as appropriate and necessary.

ATTACHMENTS:

1. Vicinity Map
2. Funding Agreement

AMR:blj
P8/259557


Douglas Cordonez Jr. 11/24/2024


Aaron Gettis, Chief of Deputy County Counsel 11/18/2024

FUNDING AGREEMENT

Coldwater Canyon Recharge Basin Study
Project No. 2-0-10055

The Funding Agreement ("Agreement"), dated as of December 3, 2024, is entered into by the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("DISTRICT"), and the CITY OF CORONA, a municipal corporation ("CITY"). DISTRICT and CITY are collectively referred to herein as the "Parties" and individually as "Party". The Parties hereto agree as follows:

RECITALS

A. CITY plans to review and update designs for the Coldwater Canyon Recharge Basin, which consists of CITY designed retention basins, the Chandler mining pit and associated appurtenances ("COLDWATER CANYON RECHARGE STUDY"). COLDWATER CANYON RECHARGE STUDY would (i) re-evaluate runoff from Coldwater Canyon and Mayhew Canyon for water conservation efforts, (ii) mitigate downstream flood impacts and (iii) study solutions to potential water quality impacts from the Chandler mining pit; and

B. Due to mutual interest in COLDWATER CANYON RECHARGE STUDY, CITY desires DISTRICT to contribute funding and DISTRICT has budgeted for and desires to support CITY's efforts toward this objective as set forth herein; and

C. DISTRICT's financial contribution toward COLDWATER CANYON RECHARGE STUDY will pay for the costs associated with the preparation and development of COLDWATER CANYON RECHARGE STUDY by CITY's selected consultant ("STUDY COSTS"). DISTRICT's financial contribution toward STUDY COSTS shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000), hereinafter called "TOTAL DISTRICT CONTRIBUTION"; and

D. It is in the best interest of the public to proceed with preparation of COLDWATER CANYON RECHARGE STUDY at the earliest possible date; and

E. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and CITY with respect to COLDWATER CANYON RECHARGE STUDY and the payment of TOTAL DISTRICT CONTRIBUTION.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

CITY shall:

1. Prepare or cause to be prepared the necessary documents and reports for CITY's selected consultant to begin the preparation of COLDWATER CANYON RECHARGE STUDY in accordance with applicable CITY standards.

2. Keep an accurate accounting of all STUDY COSTS and provide this accounting to DISTRICT along with invoices as provided herein. The final accounting of STUDY COSTS shall include a detailed breakdown of all costs to CITY, including, but not limited to, payment vouchers to CITY's selected consultant to establish the actual cost of assessment for the CITY.

3. Upon execution of this Agreement and issuance of Notice to Proceed to CITY's selected consultant, invoice DISTRICT (Attention: Special Projects Section) for STUDY COSTS.

4. Be responsible to pay any amount in excess of TOTAL DISTRICT CONTRIBUTION for STUDY COSTS.

SECTION II

DISTRICT shall:

1. Within thirty (30) calendar days of receipt of CITY's invoice (i) review and approve the associated documents as set forth in Section I.2. and (ii) pay STUDY COSTS as set

forth in Section I.3., subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000).

2. Not be responsible to pay any amount in excess of TOTAL DISTRICT CONTRIBUTION.

SECTION III

It is further mutually agreed:

1. Notwithstanding any other provision herein for this Agreement, TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Two Hundred Fifty Thousand Dollars (\$250,000) and shall be used by CITY solely for the preparation of COLDWATER CANYON RECHARGE STUDY. No additional funding whatsoever shall be provided by DISTRICT for any subsequent COLDWATER CANYON RECHARGE STUDY modifications or scope extensions. In the event the actual cost for COLDWATER CANYON RECHARGE STUDY is less than the TOTAL DISTRICT CONTRIBUTION, CITY shall refund the difference to DISTRICT within thirty (30) calendar days of completion of CITY's COLDWATER CANYON RECHARGE STUDY.

2. The obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution toward COLDWATER CANYON RECHARGE STUDY as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CITY in writing. Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by CITY. If CITY has executed any third-party contracts for STUDY COSTS prior to DISTRICT terminating the Agreement pursuant to this provision, DISTRICT shall compensate CITY for any actual documented costs incurred for work performed by CITY's selected consultant(s) prior to DISTRICT terminating the Agreement.

3. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the content or use of COLDWATER CANYON RECHARGE STUDY.

4. CITY or CITY's consultant(s) shall indemnify, defend and hold harmless and require its consultant(s) to indemnify, defend and hold harmless DISTRICT and the County of Riverside (their Agencies, Districts, Special Districts And Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives) (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any acts, omissions or services of CITY or CITY's consultant(s) (including their officers, employees, subcontractors, agents or representatives) ("Indemnitors") arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of Indemnitors from this Agreement. CITY or CITY's consultant(s) shall defend, at its sole expense, all costs and fees, including, but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

5. With respect to any action or claim subject to indemnification herein by CITY or CITY's consultant(s), CITY or CITY's consultant(s) shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe CITY or CITY's consultant(s) indemnification to Indemnitees as set forth herein.

6. CITY or CITY's consultant(s) obligation hereunder shall be satisfied when CITY or CITY's consultant(s) has provided to DISTRICT and the County of Riverside the

appropriate form of dismissal relieving DISTRICT and the County of Riverside from any liability for the action or claim involved.

7. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve CITY or CITY's consultant(s) from indemnifying the Indemnitees to the fullest extent allowed by law.

8. This Agreement is to be construed in accordance with the laws of the State of California. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

9. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

10. Time is of the essence in pursuing the work contemplated under this Agreement. At any time during the term of this Agreement, DISTRICT may terminate this Agreement for cause, including, but not limited to, CITY's failure to pursue the work in a timely manner, upon providing CITY thirty (30) calendar days written notice stating the extent and effective date of termination.

11. Neither CITY nor DISTRICT shall assign this Agreement without the written consent of the other Party. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

12. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity besides the Parties shall have any right of action

based upon the provisions of this Agreement. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third Parties not Parties to this Agreement.

13. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Contracts Services Section

CITY OF CORONA
400 South Vicentia Avenue
Corona, CA 92882
Attn: Tom Moody
Utilities Department

14. This Agreement is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

15. Any waiver by DISTRICT or CITY of any breach by any other Party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of DISTRICT or CITY to require from any other Party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT or CITY from enforcing this Agreement.

16. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same 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. The Parties further agree that the electronic signatures of the 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 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 Agreement on

December 3, 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 
pr JASON E. UHLEY
General Manager-Chief Engineer

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

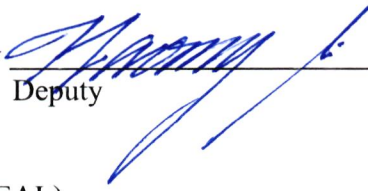
APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

By 
Deputy

(SEAL)

Funding Agreement: City of Corona
Coldwater Canyon Recharge Basin Study
Project No. 2-0-10055
AMR:mm
10/17/24

RECOMMENDED FOR APPROVAL:

CITY OF CORONA

By DocuSigned by:
Savat Khamphou
CB312E179B8E463...
SAVAT KHAMPHOU
Public Works Director

By DocuSigned by:
Jacob Ellis
8CB6AE0895944B4...
JACOB ELLIS
City Manager

APPROVED AS TO FORM:

ATTEST:

By DocuSigned by:
[Signature]
A76D5842626D4DE... ^{DS}
DEAN DERLETH
City Attorney

By DocuSigned by:
Sylvia Edwards
9A4F68CED5E6404...
SYLVIA EDWARDS
City Clerk

(SEAL)

Funding Agreement: City of Corona
Coldwater Canyon Recharge Basin Study
Project No. 2-0-10055
AMR:mm
10/17/24

Certificate Of Completion

Envelope Id: 83EEBF60E9D0444BA1FA8EA004F75D0D	Status: Completed	
Subject: Complete with Docusign: Exhibit 1 - Funding Agreement.pdf		
Source Envelope:		
Document Pages: 10	Signatures: 4	Envelope Originator:
Certificate Pages: 2	Initials: 1	Sylvia Edwards
AutoNav: Enabled		400 S Vicentia Ave
Envelopeld Stamping: Enabled		Corona, CA 92882
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Sylvia.Edwards@CoronaCA.gov
		IP Address: 50.145.25.81

Record Tracking

Status: Original	Holder: Sylvia Edwards	Location: DocuSign
12/11/2024 3:39:47 PM	Sylvia.Edwards@CoronaCA.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Corona, CA	Location: DocuSign

Signer Events

Savat Khamphou
savat.khamphou@coronaca.gov
Public Works Director
Corona, CA
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

CB312E17988E463...
Signature Adoption: Pre-selected Style
Using IP Address: 64.29.226.10

Timestamp

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Signed: 12/12/2024 8:42:23 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Maria Conzelman
Maria.Conzelman@coronaca.gov
Senior Paralegal/Claims Mgr
City of Corona, CA
Security Level: Email, Account Authentication (None)

DS

Signature Adoption: Pre-selected Style
Using IP Address: 20.38.2.147

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Viewed: 12/12/2024 3:01:42 PM
Signed: 12/12/2024 3:25:20 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dean Derleth
Dean.Derleth@coronaca.gov
City Attorney/LRM Director
City of Corona, CA
Security Level: Email, Account Authentication (None)

DocuSigned by:

A78D5842626D4DE...
Signature Adoption: Uploaded Signature Image
Using IP Address: 20.38.2.147

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Signed: 12/12/2024 3:30:25 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jacob Ellis
Jacob.Ellis@coronaca.gov
City Manager
City of Corona
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 64.29.226.10

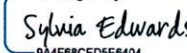
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Electronic Record and Signature Disclosure:
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Signer Events

Sylvia Edwards
 sylvia.edwards@coronaca.gov
 City Clerk
 City of Corona, CA
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 9A4F68CED5E6404...

Signature Adoption: Pre-selected Style
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Timestamp

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Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Michelle Tevito
 Michelle.Tevito@coronaca.gov
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 12/12/2024 4:39:52 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Completed	Security Checked	12/12/2024 4:39:52 PM

Payment Events**Status****Timestamps**

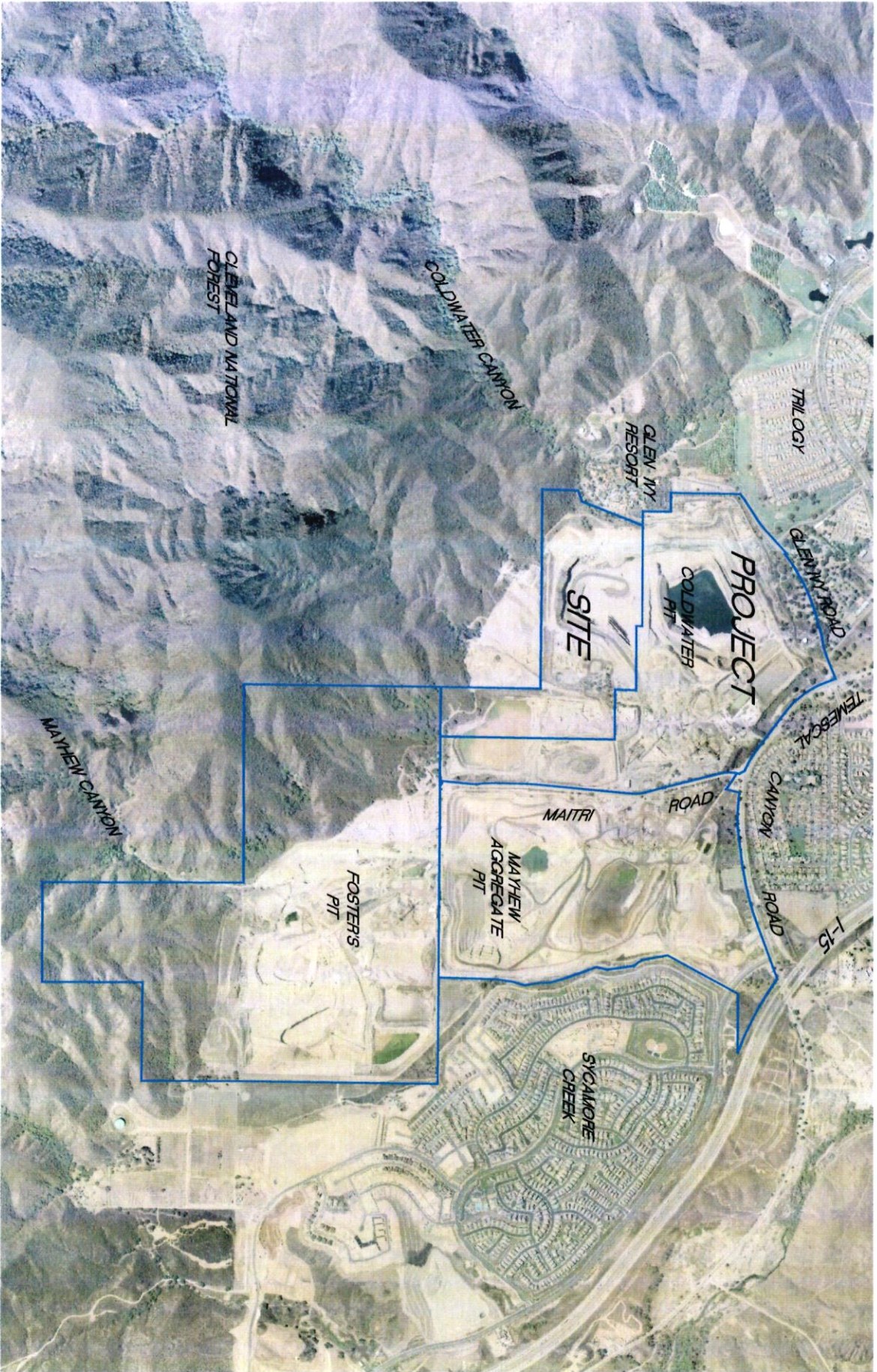


EXHIBIT A