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



ITEM: 14.2 (ID # 27174) MEETING DATE: Tuesday, March 18, 2025

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the First Amendment to Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District and City of Hemet, Project No. 4-0-00870, CEQA Exempt Pursuant to CEQA Guidelines Section 15061(b)(3), Districts 3 and 5. [\$153,046 (Amendment) Cost – District Zone 4 Funding 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

- Find that the First Amendment to Cooperative 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 City of Hemet ("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

AL MGR-CHF FLD CNTRL ENG

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:	Medina, Spiegel, Washington, Perez and Gutierrez
Nays:	None
Absent:	None
Date:	March 18, 2025
XC:	Flood

Kimberly A. Rector Clerk of the Board

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost					
COST	\$0 \$153,046		\$153,046	\$0					
NET COUNTY COST	\$0	\$0	\$0	\$0					
SOURCE OF FUNDS: 25140-947460-536200 – Zone 4 Contribution to Non-County Agency									
			For Fiscal Ye	ar: 25/26					

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary 5 1 1

On November 26, 2013 [Agenda Item No. 11.2], the District's Board approved a Cooperative Agreement by which the District will contribute up to One Hundred Thirteen Thousand Seven Hundred Ninety-Three Dollars (\$113,793) to the City to cooperatively fund the engineering and environmental studies necessary to produce a new master drainage plan of the West Hemet Master Drainage Plan ("Plan").

The City is requesting an increase to the District's contribution to cover additional engineering costs and fifty percent (50%) of environmental costs of the Plan. The Plan will identify existing flooding problems and the drainage infrastructure necessary to support anticipated future development within an area that is generally bounded by Warren Road on the east, Domenigoni Parkway to the south, Highway 79 to the west and West Esplanade Avenue to the north. Approximately sixty percent (60%) of the Plan is located in the city and/or city sphere of influence (Zone A); the remaining portion of the Plan is located within unincorporated Riverside County (Zone B).

The Amendment is necessary to increase the District's financial contribution from the original amount of One Hundred Thirteen Thousand Seven Hundred Ninety-Three Dollars (\$113,793) to Two Hundred Sixty-Six Thousand Eight Hundred Thirty-Nine Dollars (\$266,839).

County Counsel has approved the Amendment as to legal form, and the City has executed the Amendment on its February 11, 2025, meeting agenda. The City's executed Agreement is forthcoming.

Environmental Findings

Pursuant to CEQA, the Plan 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 Plan will have a significant effect on the environment as the Plan is merely an amendment between public agencies to provide additional funding for the studies necessary to produce the Plan.

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

Impact on Residents and Businesses

The District's financial contribution toward the Plan is funded by ad valorem property tax revenue and entails no new fees, taxes nor bonded indebtedness to residents and businesses.

Additional Fiscal Information

In the Cooperative Agreement approved by the District's Board in 2013, the District was to contribute up to One Hundred Thirteen Thousand Seven Hundred Ninety-Three Dollars (\$113,793) to the City for the engineering and environmental studies of the Plan. This Amendment increases the District's contribution from One Hundred Thirteen Thousand Seven Hundred Ninety-Three Dollars (\$113,793) to Two Hundred Sixty-Six Thousand Eight Hundred Thirty-Nine Dollars (\$266,839) to cover its financial contribution to the Plan as additional meetings and studies are needed for the Plan design.

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

Funding Summary

Consultant Contract Cost	
Original Total Consultant Contract Cost	\$ 421,847
New Total Consultant Contract Cost	\$ 598,321
Difference Between Cooperative Agreement and Amendment	\$ 176,474
District's Contribution Toward MDP Plan Preparation Cost	
Original Total Preparation Cost	\$ 113,793
New Total Preparation Cost	\$ 266,839
Difference between Cooperative Agreement and Amendment	\$ 153,046

ATTACHMENTS:

- 1. Vicinity Map
- 2. First Amendment to Cooperative Agreement

MER:blj P8/260917

rdonez Jr.

3/4/2025

Page 3 of 3

ID# 27174

FIRST AMENDMENT TO COOPERATIVE AGREEMENT West Hemet Master Drainage Plan

Project No. 4-0-00870

This First Amendment to Cooperative Agreement ("First Amendment"), dated as of <u>MAR 1 8 2025</u>, 2025, 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 Hemet, 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 acertain Cooperative Agreement dated November 26, 2013 [DISTRICT's Board Agenda Item No. 11.2], hereinafter called ("ORIGINAL AGREEMENT"), to cooperatively fund the engineering and environmental studies necessary to produce a new master drainage plan of the West Hemet Master Drainage Plan ("PLAN"), which will identify existing flooding problems and the drainage infrastructure necessary to support anticipated future development within an area that is generally bounded by Warren Road on the east; Domenigoni Parkway to the south; Highway 79 to the west; and Esplanade Avenue to the north. Approximately sixty percent (60%) of PLAN is located in CITY and/or CITY's sphere of influence. The remaining portion of PLAN is located within unincorporated Riverside County.

B. Pursuant to ORIGINAL AGREEMENT, DISTRICT desired to contribute a total amount not to exceed One Hundred Thirteen Thousand Seven Hundred Ninety-Three Dollars (\$113,793) to CITY toward CITY's development and implementation of PLAN in an administrative, technical and financial capacity.

C. Due to rising costs since the execution of ORIGINAL AGREEMENT, DISTRICT will cover fifty percent (50%) of environmental costs and additional engineering costs of PLAN. PLAN costs increased from an estimated One Hundred Thirteen Thousand Seven Hundred Ninety-Three Dollars (\$113,793) to Two Hundred Sixty-Six Thousand Eight Hundred Thirty-Nine Dollars (\$266,839).

D. The revised 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 PLAN.

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

F. SECTION 5 of ORIGINAL AGREEMENT specifies that any changes to DISTRICT CONTRIBUTION is 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 ORIGINAL AGREEMENT as follows:

 Attachment "C" to ORIGINAL AGREEMENT is hereby deleted and replaced in its entirety by Attachment "C-1", attached hereto and made a part hereof, for the provision of new scope of services. All references in ORIGINAL AGREEMENT to Attachment "C" shall be deleted and replaced by Attachment "C-1".

2. SECTION 4 of ORIGINAL AGREEMENT is hereby amended to read:

"The total fee for the work to be performed by CONSULTANT in preparation of PLAN under CONSULTANT'S CONTRACT shall not exceed a total sum of Five Hundred Ninety-Eight Thousand Three Hundred Twenty-One Dollars (\$598,321) as set forth in Exhibit "C-1", unless a written amendment to CONSULTANT'S CONTRACT is executed by CITY and CONSULTANT prior to performance of additional services."

3. SECTION 5 of ORIGINAL AGREEMENT is hereby amended to read: "DISTRICT'S total contribution toward preparation of PLAN, hereinafter called "DISTRICT'S CONTRIBUTION", shall not exceed total sum of Two Hundred Sixty-Six Thousand Eight Hundred Thirty-Nine Dollars (\$266,839) unless a written amendment to this Agreement is executed by both parties hereto."

4. Except to the extent specifically deleted, added to or amended herein, all of the terms, covenants and conditions of said ORIGINAL AGREEMENT executed on November 26, 2013, shall remain in full force and effect between Parties hereto.

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

6. 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

MAR 1 8 2025

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By

General Manager-Chief Engineer

APPROVED AS TO FORM:

MINH C. TRAN County Counsel

By **RYAN YABKO**

Deputy County Counsel

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

By K

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

ATTEST:

KIMBERLY RECTOR Clerk of the Board

By Deputy

(SEAL)

First Amendment to Cooperative Agreement with City of Hemet West Hemet Master Drainage Plan Project No. 4-0-00870 01/16/25 MER:blj

RECOMMENDED FOR APPROVAL:

CITY OF HEMET

Ву ____

MARK PRESTWICH City Manager

APPROVED AS TO FORM:

ATTEST:

Ву ___

STEVEN GRAHAM City Attorney By_

JOHN MAIER City Clerk

(SEAL)

First Amendment to Cooperative Agreement with City of Hemet West Hemet Master Drainage Plan Project No. 4-0-00870 01/16/25 MER:blj

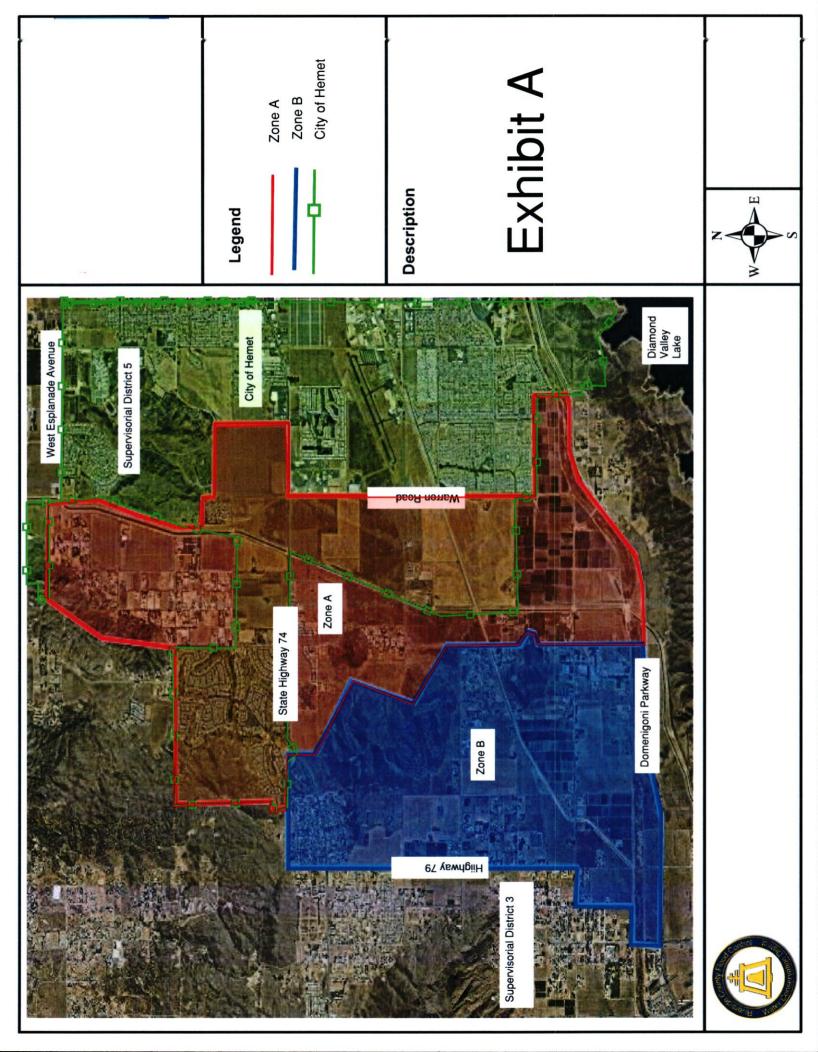


Exhibit C-1

NUME 1 1	Task	Task Description	Total Fee	Total Previously Billed	City Share (ZONE A)	RCFC&WCD Share (ZONE B)	Zone A %	Zone B %	Additional Needed to Complete	City Share (ZONE A)	RCFC&WCD Share (ZONE B)	Credit Total	Credit City Share (ZONE A)	Credit RCFC&WCD Share (ZONE B)
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6.5 Prepare Administrative DEIR \$ 50,448.00 \$ 13,116.40 \$ 25,224.00 \$ 0.00% \$ 15,210.00 \$ 7,605.00 \$				*				No. of the second second						<u> </u>
6.6 Prepare Preliminary DEIR \$ 15,854.00 \$ - \$ 7,927.00 \$ 7,927.00 \$ 0.00% \$ 1,520.00 \$ 760.00 \$ 760.00 \$ 760.00 \$ 760.00 \$ 760.00 \$ 760.00 \$ 760.00 \$ 760.00 \$ 760.00 \$ 760.00 \$ 760.00 \$ 760.00 \$ 760.00 \$ 760.00 \$ 760.00 \$ 760.00 \$ 760.00 \$ 760.00 \$ 760.00 \$ 537.50 \$ 537.50 \$ 537.50 \$ 537.50 \$ 537.50 \$ 537.50 \$ \$ 537.50 \$ \$ 537.50 \$ \$ \$ 537.50 \$ <					*		-							<u> </u>
6.7 Complete and Distribute DEIR \$ 11,228.00 \$ - \$ 5,614.00 \$ 0.00% \$ 1,075.00 \$ 337.50 \$ 537.50 6.8 Response to Comment on DEIR \$ 16,876.00 \$ - \$ 8,438.00 \$ 0.00% \$ 0.00% \$ 1,000.00 \$ 800.00 \$ 1,670.00 \$ 2,296.00 \$ 0.00% \$														
6.8 Response to Comment on DEIR \$ 16,876.00 \$ - \$ 8,438.00 \$ 0.00% \$ 0.00% \$ 1,600.00 \$ 800.00 \$ 9 0.00%				*									-	<u> </u>
6.9 Prepartion of MMRP \$ 4,592.00 \$ - \$ 2,296.00 \$ 0.00% \$ - <td></td> <td></td> <td></td> <td>*</td> <td></td>				*										
6.1 Preparation of Final EIR \$ 6,028.00 \$ - \$ 3,014.00 \$ 0.00% \$ 0.00% \$ -														
7.1 Draft Plan & Profiles \$ - \$ - \$ 50.00% \$ 41,540.00 \$ 20,770.00							-		\$ -					
7.1 Draft Plan & Profiles \$ - \$ - \$ 5 0 \$ 50.00% \$ 41,1540.00 \$ 20,770.00														
7.2 Meetings and Coordination \$			14	1.0		I	1 50 0000	L 50 0000	L 41 540 00	¢ 20.770.00	C 20 770 00	The second second	T	T
REIMBURSABLE S 20,000.00 \$ 3,510.35 \$ 10,000.00 \$ 50.00% \$ 5 - \$ - 1 \$ 103,453.92 \$ 92,384.52 \$ 35,409.25 \$ 21,208.29 MINUS REMAINING TASK 4.6 and 4.7 \$ 160,429.19 <th< td=""><td></td><td></td><td></td><td></td><td>¢ 4 142 44</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>+</td></th<>					¢ 4 142 44									+
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TOTALS ORIGINAL CONTRACT AMOUNT (City + District) \$ 421,847.00 \$ 229,377.92 PAID TO DATE TOTAL ADDITIONAL \$ 195,838.44 \$ 103,453.92 \$ 92,384.52 \$ 35,409.25 \$ 21,208.29 FIRST ADDENDUM CONTRACT AMOUNT (City + District) \$ 437,892.00 MINUS REMAINING TASK 4.6 and 4.7 \$ 160,429.19 \$ 82,245.63 \$ 78,183.56 NEW CONTRACT AMOUNT (City + District) \$ 598,321.19 \$ 113,793.00 \$ 113,793.00 \$ 113,793.00	AWR#1						CP & LO	-						
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