

AMENDMENT NO. 2  
to  
COOPERATIVE AGREEMENT

Southwest Riverside MDP Line G, Stage 2, Line G-1, and Line F-1  
Project Nos. 1-0-00319, 1-0-00321 and 1-0-00322

The Riverside County Flood Control and Water Conservation District ("DISTRICT") and the City of Riverside ("CITY") hereby agree as follows:

RECITALS

A. On March 13, 2012 [DISTRICT'S Board Agenda Item No. 11.1], DISTRICT and CITY entered into a Cooperative Agreement ("AGREEMENT") which set forth the terms and conditions under which DISTRICT will contribute funding in support of CITY'S efforts to design and construct the Southwest Riverside MDP Line G, Stage 2, Line G-1, and Line F-1 storm drain systems ("PROJECT"); and

B. On April 7, 2015 [DISTRICT'S Board Agenda Item No. 11.1], DISTRICT and CITY entered into Amendment No. 1 to increase the total amount of compensation paid under the AGREEMENT from two million nine hundred sixteen thousand dollars (\$2,916,000) to three million four hundred seventeen thousand dollars (\$3,417,000); and

C. As the PROJECT proceeded, CITY recognized that DISTRICT'S contribution did not include costs associated with the Multiple Species Habitat Conservation Plan ("MSHCP"), as required by the Riverside Conservancy Agency; and

D. Pursuant to the AGREEMENT, CITY has completed construction for the PROJECT, and some of the authorized total remains unspent. Therefore, DISTRICT and CITY wish to increase the amount of DISTRICT'S financial contribution for the PROJECT to include those additional funds needed to fully reimburse CITY for MSHCP fees paid.

1 NOW, therefore, in consideration of the preceding recitals and the mutual covenants  
2 hereinafter contained, the parties hereto mutually agree to amend AGREEMENT as follows,  
3 effective upon approval of this Amendment No. 2 by DISTRICT'S Board of Supervisors:

4 1. Paragraph G in the RECITALS of AGREEMENT last sentence is added to read:  
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6 "(iv) One hundred percent (100%) of the actual cost of the MSHCP fee as set forth herein  
7 (hereinafter called "MSHCP CONTRIBUTION"); and"; and

8 2. Paragraph H in the RECITALS of AGREEMENT is amended in its entirety to read:  
9 "Altogether, DESIGN CONTRIBUTION, CONSTRUCTION CONTRIBUTION,  
10 ACQUISITION CONTRIBUTION and MSHCP CONTRIBUTION are hereinafter called  
11 "DISTRICT TOTAL CONTRIBUTION". DISTRICT TOTAL CONTRIBUTION shall not  
12 exceed a total sum of three million four hundred ninety-one thousand seven hundred sixty  
13 dollars (\$3,491,760); and"; and

14 3. Section I.9 is amended in its entirety to read:  
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16 "Keep an accurate accounting of all costs associated with the acquisition of rights of way, rights  
17 of entry, temporary construction easements, and MSHCP fees for the PROJECT, and include  
18 this accounting when invoicing DISTRICT for payment of ACQUISITION CONTRIBUTION  
19 and MSHCP CONTRIBUTION as provided herein."; and

20 4. Section I.10 is amended in its entirety to read:  
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22 "Invoice DISTRICT for the costs incurred by CITY for acquisition of rights of way, rights of  
23 entry, temporary construction easements, and MSHCP fees following award of construction  
24 contract for PROJECT. However, the total amount of acquisition cost invoiced to DISTRICT  
25 for ACQUISITION CONTRIBUTION of rights of way, rights of entry, and temporary  
26 construction easements shall not exceed one hundred percent (100%) of the appraised values for  
27 all acquired parcels plus customary escrow and closing costs. The total amount of MSHCP fees  
28

1 shall not exceed the lesser of three percent (3%) of the lowest bid contract price or three percent  
2 (3%) of the contract bid price, less the value of the applicable project specific mitigation or the  
3 negotiated MSHCP fee paid by the CITY."; and

4  
5 5. Section II.9 is amended in its entirety to read:

6 "Pay CITY, within thirty (30) days after receipt of CITY'S appropriate invoice, one hundred  
7 percent (100%) of ACQUISITION CONTRIBUTION and one hundred percent (100%) of  
8 MSHCP CONTRIBUTION as set forth in Sections I.9 and I.10."; and

9 6. Section III.1 is amended in its entirety to read:

10 "DISTRICT TOTAL CONTRIBUTION, including any payments made by the DISTRICT prior  
11 to the execution of this Amendment No. 2, shall not exceed a total sum of three million four  
12 hundred ninety-one thousand seven hundred sixty dollars (\$3,491,760). DISTRICT TOTAL  
13 CONTRIBUTION shall be used by CITY solely for the purpose of designing and constructing  
14 PROJECT as set forth herein."; and

15  
16 7. Section III.7 is deleted in its entirety.

17 Except to the extent specifically deleted, added to, or amended herein, all of the terms,  
18 covenants, and conditions of said AGREEMENT executed on March 13, 2012 and Amendment  
19 No. 1 dated April 5, 2015 shall remain in full force and effect between the parties hereto.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment on

2 \_\_\_\_\_  
3 (to be filled in by Clerk of the Board)

4 RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

6 By \_\_\_\_\_  
7 JASON E. UHLEY  
8 General Manager-Chief Engineer

By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

9 APPROVED AS TO FORM:

ATTEST:

10 GREGORY P. PRIAMOS  
11 County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

12 By \_\_\_\_\_  
13 NEAL KIPNIS  
14 Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

25  
26 Amendment No. 2 to  
27 Cooperative Agreement: Southwest Riverside MDP Line G, Stage 2, Line G-1, and Line F-1  
12/29/16  
AMR:bad

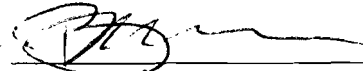
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**CITY OF RIVERSIDE**

By \_\_\_\_\_  
JOHN RUSSO  
City Manager

APPROVED AS TO FORM:

ATTEST:

By  \_\_\_\_\_  
GARY GEUSS  
City Attorney

By \_\_\_\_\_  
COLLEEN J. NICOL  
City Clerk

*Anthony Belmont  
Dep City Clerk*

(SEAL)

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Cooperative Agreement: Southwest Riverside MDP Line G, Stage 2, Line G-1, and Line F-1  
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AMR:bad