

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

859



**FROM:** Executive Office

**SUBMITTAL DATE:**  
September 12, 2013

**SUBJECT:** 1st Amendment to Extend the Original Ten Year Term of the Agreement for the Operation and Maintenance of the Axial Flow Water Pump Destratification System for Lake Elsinore (for one FY)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve the attached Amendment to extend the expiration of the Agreement to June 20, 2014; and
2. Authorize the Chairman of the Board of Supervisors to execute the Amendment.

**BACKGROUND:**

**Summary**

The original ten-year operation and maintenance agreement for the Axial Flow Water Pump and Destratification System was approved by the Board of Supervisors on February 11, 2003. The agreement stipulated that the total estimated annual operation and maintenance cost of \$146,000 was to be evenly divided amongst the County, the City of Lake Elsinore (operator), and Elsinore Valley Municipal Water District (EVMWD). This amendment request extends the term of the agreement to expire on June 30, 2014. All other terms of the agreement remain unchanged.

  
 Steven Horn  
 Senior Management Analyst

FORM APPROVED COUNTY COUNSEL  
 BY: Karin L. Watts-Bazan DATE: 9/12/13  
 KARIN L. WATTS-BAZAN  
 Departmental Concurrence

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 48,667	\$ 0	\$ 48,667	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 48,667	\$ 0	\$ 48,667	\$ 0	
<b>SOURCE OF FUNDS:</b> NPDES - 11050				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 13/14	

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
 Debra Cournoyer

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 3.24 of 2/11/2003 | District: 1,2,3,5 | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3-8

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** 1st Amendment to Extend the Original Ten Year Term of the Agreement for the Operation and Maintenance of the Axial Flow Water Pump Destratification System for Lake Elsinore

**DATE:** September 12, 2013

**PAGE:** Page 2 of 2

**BACKGROUND:**

**Summary (continued)**

The approval of this extension of the original agreement will authorize continued general fund support to the City of Lake Elsinore for the operation and maintenance costs associated with operating the Axial Flow system until a new long-term agreement is reached.

**Impact on Citizens and Businesses**

No additional fees or new taxes on citizens and businesses are proposed as part of this recommended action. In fact, the impact on citizens and businesses in the area would be positive as the extension of this agreement will allow for the continuation of previously approved funding from the County to the City of Lake Elsinore for the continued operation and maintenance of the Axial Flow system until a new long-term agreement is negotiated. This ensures that the system is operated and maintained per installation and operational specifications so that lake water quality is maintained.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The original ten-year agreement between the three agencies identified ongoing operation and maintenance costs of \$146,000 per FY to be equally shared by all three agencies. The extension of this agreement will have no additional Net County Cost beyond what was proposed in the original agreement. The original agreement was approved on February 11, 2003 and thus required Net County Cost of \$48,667 per fiscal year for ongoing operation and maintenance expenses associated with the Axial Flow system.

**First Amendment to Extend the Term of the Agreement  
for the Operation and Maintenance of the Axial Flow Water Pump  
Destratification System for Lake Elsinore**

This amendment is made by and among the COUNTY OF RIVERSIDE ("COUNTY"), the CITY OF LAKE ELSINORE ("CITY") and the ELSINORE VALLEY MUNICIPAL WATER DISTRICT ("DISTRICT"). The COUNTY, CITY and DISTRICT are hereinafter collectively referred to as the "PARTIES."

**RECITALS**

- A. The COUNTY, CITY and DISTRICT are PARTIES to an existing Agreement for the Operation and Maintenance of the Axial Flow Water Pump Destratification System ("AGREEMENT") signed and made effective December 2002 (copy attached as Appendix A).
- B. The initial term (Section 4) of the existing AGREEMENT was for ten years and was scheduled to terminate on June 30, 2013 unless otherwise extended by the PARTIES.
- C. The PARTIES concur that it would be mutually beneficial to enact a new O&M Agreement in order to ensure stable operation of the Axial Flow Water Pump Destratification System. Consequently, the PARTIES are actively engaged in developing a new long-term O&M Agreement.
- D. The PARTIES believe it is essential to continue operation of the Axial Flow Water Pump Destratification System during negotiations of the terms and conditions for a new long-term O&M Agreement as a show of good faith and the PARTIES sincere commitment to improving water quality in Lake Elsinore.

NOW, THEREFORE, in consideration of the facts recited above, and the covenant, conditions and promises contained in the existing AGREEMENT, the PARTIES mutually agree as follows:

**AMENDMENT**

- 1. Per Section 5, **Extension of Term**, of the AGREEMENT the PARTIES hereby mutually agree to extend the term of the AGREEMENT so that the initial term expires on June 30, 2014 rather than June 30, 2013.
- 2. All other terms and conditions in the existing AGREEMENT shall remain unchanged by this amendment during the extended term.
- 3. The CITY shall continue to render services for the operation and maintenance of the Destratification System during said extended term.

4. This Amendment may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.
5. This Amendment shall be in effect June 30, 2013 upon execution by all three PARTIES.

IN WITNESS WHEREOF, the PARTIES have caused this Amendment to become effective by their respective endorsements (below):

**For the CITY OF LAKE ELSINORE**

By \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

**For ELSINORE VALLEY MUNICIPAL WATER DISTRICT**

By \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

**For the COUNTY OF RIVERSIDE**

By \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: Karin L. Watts-Bazan 9/12/13  
KARIN L. WATTS-BAZAN DATE

## APPENDIX - "A"