

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



**FROM :** General Manager-Chief Engineer and  
FLOOD CONTROL DISTRICT

**SUBMITTAL DATE:**  
October 5, 2016

**SUBJECT:** Regional Agricultural Pipeline Conversion Project, Lake Elsinore Outlet Channel  
Project No. 3-0-00040, 1st District, \$35,000 District Funds 100%

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

1. Approve the Cooperative Funding Agreement between and among the District, the Elsinore Valley Municipal Water District (EVMWD) and the City of Lake Elsinore (City) for the design of the rehabilitation, repair and partial construction of an existing agricultural pipeline to convey discharges of reclaimed water from EVMWD's Regional Water Reclamation Facility to Lake Elsinore.

**BACKGROUND:**

**Summary**

Currently the discharge of reclaimed water is done just south of Wasson Canyon junction with the Lake Elsinore Outlet Channel and the flows travel to Lake Elsinore via the Outlet Channel. This has caused the excessive growth of vegetation in the channel, thereby increasing the maintenance effort and cost of keeping the channel's design conveyance capacity. Removing the discharges from the channel will reduce the cost of maintenance substantially.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 35,000	\$ 0	\$35,000	\$ 0
<b>NET COUNTY COST</b>	\$ 35,000	\$ 0	\$35,000	\$ 0
<b>SOURCE OF FUNDS:</b> 25130-947440-527980 Const/Maint/Misc			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b>	16/17

**C.E.O. RECOMMENDATION**

---

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Tavaglione, Washington, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** October 25, 2016  
**xc:** Flood

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *[Signature]*  
 Deputy

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

**Impact on Residents and Businesses**

The design of this project will not impact residents or business along the Elsinore Outlet Channel.

**ATTACHMENT:**

**A. Cooperative Funding Agreement**

COOPERATIVE FUNDING AGREEMENT

Regional Agricultural Pipeline Conversion Project –  
Lake Elsinore Outlet Channel

The Riverside County Flood Control and Water Conservation District ("DISTRICT"), the City of Lake Elsinore ("CITY"), and the Elsinore Valley Municipal Water District ("EVMWD"), which are collectively referred to herein as "Parties" and individually as "Party," hereby agree as follows:

RECITALS

A. DISTRICT currently owns and maintains the Lake Elsinore Outlet Channel, hereinafter called "CHANNEL", located within the City of Lake Elsinore; and

B. CHANNEL's primary purpose is that of a flood control facility; and

C. EVMWD currently owns and operates the Regional Water Reclamation Facility, hereinafter known as "EVMWD FACILITIES", and recycled water discharges from EVMWD FACILITIES, hereinafter called "DISCHARGES", currently outflow through CHANNEL to Lake Elsinore; and

D. Current DISCHARGES through CHANNEL have caused the growth of vegetation and other organic matter in CHANNEL, causing maintenance costs to substantially increase for DISTRICT; and

E. DISTRICT has determined that removal of outflow of DISCHARGES through CHANNEL will substantially reduce the cost of maintenance operations; and

F. DISTRICT, CITY, and EVMWD desire to jointly fund the rehabilitation, repair and partial construction of an existing facility to convey DISCHARGES to Lake Elsinore and remove DISCHARGES from CHANNEL via the improvement, repurposing and extension of an already existing agricultural irrigation pipeline, hereinafter known as "PIPELINE"; and

G. The improvement of "PIPELINE", as shown on Exhibit "A" attached hereto and made a part hereof, will include the connection to PIPELINE of a segment of approximately 1,500 lineal feet of

OCT 25 2016 113

10-25-16  
MT 2613

underground pipe with outflow to Lake Elsinore, hereinafter called "EXTENSION", as well as the replacement of pumps located within EVMWD FACILITIES as required to convey DISCHARGES from EVMWD FACILITIES to Lake Elsinore, hereinafter called "PUMP STATION IMPROVEMENTS". Together, EXTENSION and PUMP STATION IMPROVEMENTS are hereinafter known as "PROJECT"; and

H. The PROJECT will be completed into two phases: (1) design phase, hereinafter known as "PROJECT DESIGN", and (2) construction phase, which includes construction, construction management, inspection services, and any other cost incurred by EVMWD associated with the construction of the project, hereinafter known as "PROJECT CONSTRUCTION"; and

I. DISTRICT agrees to (i) provide a financial contribution comprised of one third (1/3) of total PROJECT DESIGN costs, not to exceed \$35,000, hereinafter known as "DISTRICT CONTRIBUTION", (ii) consider providing financial contribution comprised of one third (1/3) of total PROJECT CONSTRUCTION costs once a cost estimate is available, and (iii) upon PROJECT completion, grant EVMWD an easement within DISTRICT right of way necessary for the operation and maintenance of PROJECT; and

J. CITY agrees to (i) provide a financial contribution comprised of one third (1/3) of total PROJECT DESIGN costs, not to exceed \$35,000, hereinafter known as "CITY CONTRIBUTION", and (ii) consider providing financial contribution comprised of one third (1/3) of total PROJECT CONSTRUCTION costs once a cost estimate is available; and

K. EVMWD agrees to (i) provide a financial contribution comprised of one third (1/3) of total PROJECT DESIGN costs, not to exceed \$35,000, (ii) consider providing financial contribution comprised of one third (1/3) of total PROJECT CONSTRUCTION costs once a cost estimate is available, and (iii) advertise for bids, award, and administer the design and construction of PROJECT, including the administration of a design contract for the preparation of the necessary plans and

specifications for PROJECT, (iii) inspect PROJECT construction, and (iv) upon PROJECT completion, accept PROJECT for operation and maintenance; and

L. DISTRICT, CITY and EVMWD acknowledge it is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date; and

M. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT, CITY and EVMWD with respect to funding, design and construction of PROJECT.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the parties hereto mutually agree as follows:

#### SECTION I

EVMWD shall:

1. Pursuant to the California Environmental Quality Act (CEQA), act as the Lead Agency and assume responsibility for the circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Pursuant to an EVMWD administered Request for Proposals and resulting construction contract, design or cause to be designed, PROJECT.

3. Keep an accurate accounting of all PROJECT DESIGN costs and include this final accounting when invoicing DISTRICT and CITY for payment. The final accounting of design costs shall include a detailed breakdown of all costs, including but not limited to, payment vouchers, change orders and other such contract documents as may be necessary to establish the actual costs of design.

4. Upon receiving invoices for PROJECT DESIGN costs, (i) invoice DISTRICT (Attn: Chief of Operations and Maintenance Division) for DISTRICT CONTRIBUTION, and (ii) invoice CITY for CITY CONTRIBUTION.

5. Ensure that all work performed pursuant to this Agreement by EVMWD, its agents or contractors is done in accordance with all applicable laws and regulations, including but not limited to,

all applicable provisions of the Labor Code, Business and Professions Code and Water Code. EVMWD shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

6. As the Lead CEQA Agency, assume responsibility for circulation and adoption of the CEQA documents pertaining to the construction, operation and maintenance of PROJECT, and timely provide all such CEQA documents to EVMWD for review, circulation and adoption.

## SECTION II

DISTRICT shall:

1. Pursuant to CEQA, assume responsibility for the preparation of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Grant EVMWD, its agents or contractors, by execution of this Agreement, the right to enter upon DISTRICT's property for the purpose of constructing and performing inspection service for PROJECT as set forth herein.

3. Pay EVMWD within thirty (30) days after receipt of EVMWD's appropriate invoice for DISTRICT CONTRIBUTION.

4. Convey or cause to be conveyed to EVMWD the easement(s), including ingress and egress, for the rights of way deemed necessary by EVMWD for the operation and maintenance of PROJECT.

## SECTION III

CITY shall:

1. Grant EVMWD, its agents or contractors, by execution of this Agreement, the right to enter upon CITY's property for the purpose of constructing and performing inspection service for PROJECT as set forth herein.

2. Pay EVMWD within thirty (30) days after receipt of EVMWD's appropriate invoice for CITY CONTRIBUTION.

3. Convey or cause to be conveyed to EVMWD the easement(s), including ingress and egress, for the rights of way deemed necessary by EVMWD for the operation and maintenance of PROJECT.

#### SECTION IV

It is further mutually agreed:

1. DISTRICT CONTRIBUTION shall not exceed a total sum of thirty-five thousand dollars (\$35,000) without written amendment to this Agreement and shall be used by EVMWD solely for the purpose of designing PROJECT as set forth herein.

2. CITY CONTRIBUTION shall not exceed a total sum of thirty-five thousand dollars (\$35,000) without written amendment to this Agreement and shall be used by EVMWD solely for the purpose of designing PROJECT as set forth herein.

3. EVMWD shall indemnify, defend, save and hold harmless DISTRICT, CITY and the County of Riverside (including their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to EVMWD's (including its officers, employees, agents, representatives, independent contractors and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to, (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

4. DISTRICT shall indemnify, defend, save and hold harmless EVMWD and CITY (including their respective officers, Board of Directors, elected and appointed officials, employees,

agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to DISTRICT's (including its officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to, (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees or (d) any other element of any kind or nature whatsoever.

5. CITY shall indemnify, defend, save and hold harmless EVMWD, DISTRICT and the County of Riverside (including their respective officers, Board of Supervisors, Board of Directors, appointed or elected officials, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CITY's (including its officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) actual or alleged acts or omissions related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including but not limited to, (a) property damage; (b) bodily injury or death; (c) payment of attorney's fees or (d) any other element of any kind or nature whatsoever.

6. In the event that any dispute between the Parties arises under this Agreement, the Parties shall first attempt to resolve such dispute at the management level. If the dispute is not resolved at this level within a mutually acceptable period of time (not to exceed 60 calendar days from the date written notice of such dispute is delivered by either Party), the Parties shall attempt to resolve the dispute at the senior management level. If this process and the involvement of senior management do not result in resolution of the dispute within 60 calendar days from the date of referral to upper management, then the dispute shall be referred to and finally resolved through arbitration or legal proceedings. The use of the foregoing procedure is a condition precedent to the commencement of any legal proceedings



hereunder. Neither the pendency of a dispute nor its consideration by arbitration shall excuse EVMWD from full and timely performance of PROJECT, as set forth in this Agreement.

7. This Agreement is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right or action based upon the provisions of this Agreement.

8. 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: Operations and Maintenance Division

ELSINORE VALLEY  
MUNICIPAL WATER DISTRICT  
31315 Chaney Street  
Lake Elsinore, CA 92530  
Attn: General Manager

CITY OF LAKE ELSINORE  
130 South Main Street  
Lake Elsinore, CA 92530  
Attn: City Manager

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. This Agreement is to be construed in accordance with the laws of the State of California.

11. The parties hereto shall not assign this Agreement without the written consent of the other parties.

12. 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.

13. 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.

14. Any waiver by DISTRICT, CITY or EVMWD, or 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, CITY or EVMWD 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, CITY or EVMWD from enforcing this Agreement.

15. 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 and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

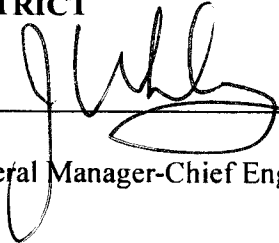
16. This Agreement may be executed and delivered in any number of counterparts or copies, hereinafter called "COUNTERPART", by the parties hereto. When each party has signed and delivered at least one COUNTERPART to the other parties hereto, each COUNTERPART shall be deemed an original and, taken together, shall constitute one and the same Agreement, which shall be binding and effective as to the parties hereto.

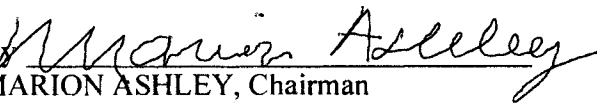
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

OCT 25 2016

(to be filled in by Clerk of the Board)

**RECOMMENDED FOR APPROVAL:  
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION  
DISTRICT**

By   
General Manager-Chief Engineer

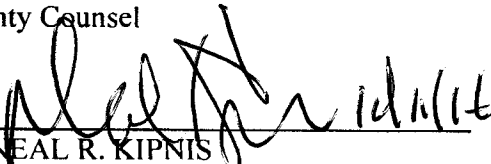
By   
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

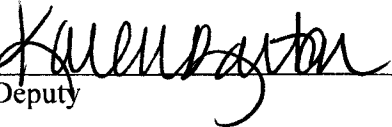
APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

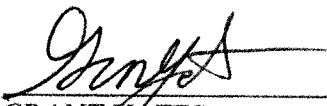
By   
NEAL R. KIPNIS  
Deputy County Counsel

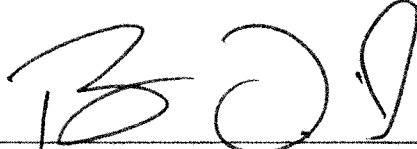
By   
Deputy

(SEAL)

Cooperative Funding Agreement w/ City of Lake Elsinore and EVMWD  
Regional Agricultural Pipeline Conversion Project –  
Lake Elsinore Outlet Channel  
4-4-16  
LMD:blm


CITY OF LAKE ELSINORE

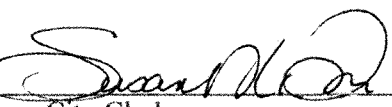
By   
GRANT YATES  
City Manager

By   
BRIAN TISDALE  
Mayor

APPROVED AS TO FORM:

ATTEST:


By   
City Attorney

By   
City Clerk

(SEAL)

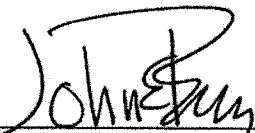
Cooperative Funding Agreement w/ City of Lake Elsinore and EVMWD  
Regional Agricultural Pipeline Conversion Project –  
Lake Elsinore Outlet Channel  
4-4-16  
LMD:blm


**ELSINORE VALLEY MUNICIPAL WATER DISTRICT**

By   
JOHN VEGA  
General Manager

APPROVED AS TO FORM:

ATTEST:

By   
JOHN E. BROWN  
General Counsel

By   
TERESE QUINTANAR  
District Secretary

(SEAL)

Cooperative Funding Agreement w/ City of Lake Elsinore and EVMWD  
Regional Agricultural Pipeline Conversion Project –  
Lake Elsinore Outlet Channel  
4-4-16  
LMD:blm