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



ITEM: 11.2 (ID # 12134) MEETING DATE: Tuesday, May 19, 2020

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District and the Elsinore Valley Municipal Water District for Lakeland Village Master Drainage Plan Line H, Stage 1, Project No. 3-0-00020, CEQA Nothing Further Required, District 1. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

- Find that nothing further is required under the California Environmental Quality Act ("CEQA") because all potentially significant effects have been adequately analyzed in an earlier certified Programmatic Environmental Impact Report ("PEIR") and an Addendum to the PEIR, and the potential impacts have been avoided or mitigated pursuant to that earlier PEIR;
- Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District ("District") and the Elsinore Valley Municipal Water District ("EVMWD"), and authorize the Chairwoman of the Board to execute the same on behalf of the District:

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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 Hewitt

Navs:

None

Absent:

None

Date:

May 19, 2020

XC:

FLOOD

Kecia R. Harper

Clerk of the Board

Denuty

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

- Authorize the District's General Manager-Chief Engineer to sign future amendments that do not change the substantive terms of the Cooperative Agreement, subject to County Counsel approval; and
- 4. Direct the Clerk of the Board to return one (1) executed Cooperative Agreement to the District.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost			
COST	\$0	\$0	\$0	\$			
NET COUNTY COST	\$0	\$0	\$0	\$0			
SOURCE OF FUNDS:			Budget Adjus	Budget Adjustment: No			
Not Applicable			For Fiscal Ye	ar: N/A			

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District has budgeted for and plans to construct Lakeland Village Master Drainage Plan Line H, Stage 1 ("Line H, Stage 1"), which consists of approximately 1.2 miles of underground storm drain system located in the community of Lakeland Village to capture storm flows at four locations in the nearby foothills and convey them, primarily underground, to Lake Elsinore.

On March 10, 2020 (Minute Order 11.1), the Board of Supervisors for the District approved the Cooperative Agreement for Line H, Stage 1 between the District and the County of Riverside ("County"), on behalf of its Transportation Department. That Cooperative Agreement set forth the terms and conditions by which (i) the District would (a) design and construct Line H, Stage 1 and (b) transfer certain property easements to County, and (ii) the County would (a) grant the District the necessary rights to access, construct, operate and maintain the flood control facilities within County rights of way and (b) reimburse the District for a portion of the street improvements along Maiden Lane.

The District has identified existing waterlines, which are owned and operated by EVMWD, that need to be relocated in order for Line H, Stage 1 to be built. This Cooperative Agreement with EVMWD sets forth the terms and conditions by which the District will design and construct the three waterline relocations. EVMWD will be responsible for its review of the waterline relocation plans.

County Counsel has approved the Cooperative Agreement as to legal form. The Cooperative Agreement is scheduled for EVMWD's May 28, 2020 agenda for approval.

Prev. Agn. Ref.: MT#10554 11.1 of 03/10/2020

11-8 of 03/10/15

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11-9 of 01/06/15

Environmental Findings

Lakeland Village Master Drainage Plan Line H, Stage 1 is part of the Lakeland Village Master Drainage Plan for which a PEIR was certified by the District's Board of Supervisors on March 10, 2015 in Resolution No. F2015-09. The Lakeland Village Master Drainage Plan analyzed in the PEIR included Line H, Stage 1; however, since the certification of the PEIR, the alignment for Line H, Stage 1 has changed slightly, and a sediment basin has been added. As a result, an Addendum to the final PEIR was prepared and approved by the District on February 6, 2018 (collectively, referred to as the "Documents").

Entering into this Cooperative Agreement will not result in any new significant environmental effects not identified in the Documents; the actions will not substantially increase the severity of the environmental effects identified in the documents; no considerably different mitigation measures have been identified; and no mitigation measures found infeasible have become feasible. As a result, no further environmental documentation is required for California Environmental Quality Act purposes.

Impact on Residents and Businesses

These flood control facilities are funded by ad valorem property tax revenue and entail no new fees, taxes or bonded indebtedness to residents and businesses. Upon construction completion, these flood control facilities will (i) provide drainage and street improvements for adjacent property owners and businesses and (ii) eliminate approximately 40 acres of floodplain affecting residential and commercial properties and various streets within the Lakeland Village community.

Additional Fiscal Information

The engineer's estimate for the construction of Line H, Stage 1 is estimated at \$9.4 million; however, the final amount of the construction contract will be determined by competitive bidding through the California Public Works Contract Process. The District is funding all design, construction and its construction inspection costs for the flood control facilities.

EVMWD will reimburse the District up to \$100,000 in funding toward the design and relocation costs for two of the waterlines. On April 3, 2018, the District deposited \$20,000 with EVMWD for early potholing inspection. The potholing has been completed, and EVMWD has agreed that the remaining deposit will be applied to EVMWD's construction inspection costs for the Maiden Line waterline relocation.

The District will ensure sufficient funding is secured for Line H, Stage 1, which includes the waterline relocations, prior to construction contract award by the Board of Supervisors. Future operation and maintenance costs associated with the mainline storm drain system will accrue to the District. The operation and maintenance costs associated with the relocated waterlines will accrue to EVMWD.

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

ATTACHMENTS:

- 1. Vicinity Map
- 2. Cooperative Agreement

RKM:blm P8/231041

Jason Farin, Senior Management Analyst

5/13/2020 Gregory J. Priagros, Director County Counsel

5/7/2020

WHEN DOCUMENT IS FULLY EXECUTED RETURN ERK'S COPY

to Riverside County Clerk of the Board, Stop 1010 Post Office Box 1147, Riverside, Ca 92502-1147

230102

COOPERATIVE AGREEMENT

Lakeland Village Master Drainage Plan Line H, Stage 1 RCFC Project No. 3-0-00020

This Cooperative Agreement ("Agreement"), dated as of , is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the Elsinore Valley Municipal Water District, a municipal water district ("EVMWD"). Sometimes hereinafter, DISTRICT and EVMWD may be referred to individually as a "PARTY" or collectively as the "PARTIES."

RECITALS

DISTRICT has budgeted for and now plans to design and construct the

Lakeland Village Master Drainage Plan Line II St reinafter referred to as "LINE H,

STAGE 1", to pro

Village, which is l

Riverside County;

B.

shown in concept

consists of the follo

MT 12134 5-19-2020 11.2 ts for the community of Lakeland Isinore in unincorporated Western

CT Drawing No. 3-0207 and as

I hereto and made a part hereof,

Approximately 4,445 lineal feet of underground storm drain system to be constructed within Gillette Street, Coleman Avenue, Cottrell Boulevard and Maiden Lane, starting from DISTRICT Parcel Number 3020-4 (Riverside County Assessor's Parcel Number 383-062-046) and extending northerly along Gillette Street, easterly along Coleman Avenue, easterly along Cottrell Boulevard and northerly and northeasterly along Maiden Lane to outlet into Lake Elsinore; and

a. Line H Sedimentation Basin ("BASIN")

A sedimentation basin to be constructed on DISTRICT Parcel Numbers 3020-6 and 3020-7 (Riverside County Assessor's Parcel Numbers 381-252-011 and 381-252-012); and

b. Lateral H1 ("LATERAL H1")

Approximately 103 lineal feet of underground storm drain system to start from BASIN and extend northwesterly to outlet into MAINLINE; and

c. Lateral H2 ("LATERAL H2")

Approximately 69 lineal feet of underground storm drain system to start from MAINLINE and extend northeasterly to outlet into BASIN; and

ii. Line H1 ("LINE H1")

Approximately 1,157 lineal feet of underground storm drain system to be constructed within Anthony Avenue and Landerville Boulevard, starting from DISTRICT Parcel Number 3020-3 (Riverside County Assessor's Parcel Number 383-075-004) and extending easterly along Anthony Avenue and northerly and northeasterly along Landerville Boulevard to outlet into MAINLINE near the intersection of Cottrell Boulevard and Landerville Boulevard; and

iii. Line H2 ("LINE H2")

Approximately 585 lineal feet of underground storm drain system to be constructed within Adelfa Street, starting from DISTRICT Parcel Numbers 3020-1 and 3020-2 (Riverside County Assessor's Parcel

Numbers 383-062-044 and 383-062-020) and extending northerly along Adelfa Street to outlet into MAINLINE near the intersection of Cottrell Boulevard and Adelfa Street; and

iv. Appurtenances

Various catch basins, inlets, laterals, connector pipes and storm drains that are thirty-six inches (36") or less in diameter that are associated with the construction of MAINLINE, BASIN, LATERAL H1, LATERAL H2, LINE H1 and LINE H2; and

- C. Within the LINE H STAGE 1 footprint, EVMWD owns, operates and maintains a waterline located within public rights of way and private rights of way (claimed by EVMWD through prescriptive rights) within a certain portion of Maiden Lane between Cottrell Boulevard and BASIN, hereinafter called "MAIDEN LANE WATERLINE". DISTRICT has determined that a portion of MAIDEN LANE WATERLINE is in conflict with the construction of LINE H STAGE 1. Therefore, the interfering and affected portion of MAIDEN LANE WATERLINE must be relocated. The relocation of the interfering and affected portion of MAIDEN LANE WATERLINE is hereinafter called "MAIDEN LANE RELOCATION"; and
- D. EVMWD claims that EVMWD has prior rights to Maiden Lane. In good faith, DISTRICT is proceeding with the assumption that EVMWD has such rights and, therefore, the DISTRICT is responsible for the design, construction and inspection costs associated with the MAIDEN LANE RELOCATION; and
- E. Also, within the LINE H STAGE 1 footprint, EVMWD owns, operates and maintains two waterlines located within public rights of way, hereinafter called "OTHER WATERLINES". DISTRICT has determined that portions of OTHER WATERLINES are in conflict with the construction of LINE H STAGE 1. Therefore, the interfering and affected

portions of the OTHER WATERLINES must also be relocated. The relocation of the interfering and affected portions of OTHER WATERLINES are hereinafter called "OTHER RELOCATIONS"; and

- F. Altogether, MAIDEN LANE WATERLINE and OTHER WATERLINES are hereinafter called "EVMWD WATERLINES". The interfering and affected portions of EVMWD WATERLINES are shown in concept in purple on Exhibit "A"; and
- G. Altogether, MAIDEN LANE RELOCATION and OTHER RELOCATIONS are hereinafter called "WATERLINE RELOCATIONS"; and
- H. Together, LINE H STAGE 1 and WATERLINE RELOCATIONS are hereinafter called "PROJECT"; and
- I. EVMWD desires DISTRICT to include WATERLINE RELOCATIONS as part of its public works construction contract. EVMWD is willing to work with DISTRICT to prepare or cause to be prepared the necessary plans and specifications for WATERLINE RELOCATIONS, hereinafter called "WATERLINE RELOCATION PLAN"; and
 - J. EVMWD is willing to reimburse DISTRICT for:
 - i. One hundred percent (100%) of the total design cost for the preparation of WATERLINE RELOCATION PLAN less the design cost for MAIDEN LANE RELOCATION, hereinafter called "EVMWD DESIGN COST", as shown in Exhibit "B" attached hereto and made a part hereof;
 - ii. One hundred percent (100%) of the lowest responsible construction contract bid price for OTHER RELOCATIONS ("INITIAL CONSTRUCTION PAYMENT"); and

- iii. One hundred percent (100%) of the costs associated with OTHER RELOCATIONS contract change orders generated as a result of unforeseen conditions (e.g., unmarked utility crossing), which sometimes hereinafter may be referred to individually as a CHANGE "WATERLINES ORDER" collectively "WATERLINES CHANGE ORDERS". EVMWD shall have an opportunity to review all WATERLINES CHANGE ORDERS. If EVMWD determines that the change order is not due to unforeseen conditions and DISTRICT agrees, then EVMWD shall not be responsible to pay such change order cost. EVMWD shall not be required to pay any change order costs associated with MAIDEN LANE RELOCATION; and
- iv. Together, EVMWD DESIGN COST, INITIAL CONSTRUCTION PAYMENT and WATERLINES CHANGE ORDERS are hereinafter called "EVMWD CONTRIBUTION"; and
- v. EVMWD is willing to provide a financial contribution to DISTRICT for EVMWD CONTRIBUTION in the amount not to exceed \$100,000 as shown in Exhibit "C", attached hereto and made a part hereof. Any financial contribution in excess of \$100,000 will require an amendment to this Agreement; and
- K. DISTRICT is willing to provide a financial contribution for EVMWD's construction inspections associated with MAIDEN LANE RELOCATION, which are hereinafter called "EVMWD COSTS"; and

- L. On April 3, 2018, DISTRICT deposited with EVMWD a payment in the amount of twenty thousand dollars (\$20,000.00) ("DISTRICT DEPOSIT") toward early PROJECT work for potholing inspection. The potholing has been completed and EVMWD has agreed that all remaining DISTRICT DEPOSIT will be applied to EVMWD COSTS; and
- M. If EVMWD COSTS exceed DISTRICT DEPOSIT, said costs are hereinafter called "ADDITIONAL COSTS". In the event that EVMWD COSTS exceed DISTRICT DEPOSIT, EVMWD shall provide DISTRICT with its claim for any ADDITIONAL COSTS for DISTRICT review; and
- N. If EVMWD COSTS are less than DISTRICT DEPOSIT, said remaining funds are hereinafter called "REMAINING DEPOSIT". In the event that EVMWD COSTS are less than DISTRICT DEPOSIT, EVMWD shall refund REMAINING DEPOSIT to DISTRICT within sixty (60) days after EVMWDs receipt of DISTRICT's notice for WATERLINE RELOCATION completion; and
- O. DISTRICT is willing to incorporate WATERLINE RELOCATION PLAN as part of its public works construction contract for PROJECT provided that EVMWD pays EVMWD CONTRIBUTION; and
- P. DISTRICT 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
- Q. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and EVMWD with respect to funding, design, inspection 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

DISTRICT shall:

- 1. Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.
- 2. Prepare or cause to be prepared (i) plans and specifications for LINE H STAGE 1, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT standards, and (ii) WATERLINE RELOCATION PLAN in accordance with applicable DISTRICT and EVMWD standards.
- Provide EVMWD an opportunity to review, comment and approve, as appropriate, WATERLINE RELOCATION PLAN prior to advertising PROJECT for public works construction contract bid.
- Include EVMWD approved and signed WATERLINE RELOCATION
 PLAN as part of DISTRICT's construction contract for PROJECT.
- Obtain, at its sole cost and expense, all necessary rights of way, rights of entry and temporary construction easements as may be necessary to construct, inspect, operate and maintain PROJECT.
- 6. Secure at its sole cost and expense all necessary permits, approvals, licenses or agreements required by any federal or state resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT.
- 7. Upon the execution of this Agreement, invoice EVMWD for EVMWD DESIGN COST, as shown in Exhibits "B" and "C".

- Advertise, award and administer a public works construction contract for PROJECT.
- 9. Prior to awarding a public works construction contract for PROJECT, provide EVMWD with an opportunity to review the lowest responsible bid for construction of PROJECT, which includes WATERLINE RELOCATIONS, and provide comments to DISTRICT within seven (7) calendar days following construction bid opening. However, DISTRICT shall have the ultimate authority to approve or reject all bids for construction of PROJECT. All of the bid prices received for PROJECT shall be shared with EVMWD.
- 10. Provide EVMWD with written notice that DISTRICT has awarded a construction contract for PROJECT. The written notice to EVMWD shall include a copy of the actual bid documents for OTHER RELOCATIONS, setting forth herein the INITIAL CONSTRUCTION PAYMENT amount.
- 11. Invoice EVMWD (Attention: Engineering Manager) for INITIAL CONSTRUCTION PAYMENT at the time of providing written notice pursuant to Section I.10.
- 12. Prior to commencing PROJECT construction, schedule and conduct a preconstruction meeting between DISTRICT, EVMWD and other affected entities. DISTRICT shall notify EVMWD at least twenty (20) days prior to conducting the pre-construction meeting.
- 13. Notify EVMWD in writing at least fourteen (14) days prior to the start of construction of WATERLINE RELOCATIONS as set forth in WATERLINE RELOCATION PLAN.
- 14. Require its contractor to submit an inspection application to EVMWD including all material submittals for approval by EVMWD and DISTRICT in accordance with the WATERLINE RELOCATION PLAN.

- 15. Not authorize its contractor to start construction of WATERLINE RELOCATIONS until all material submittals are approved by EVMWD and DISTRICT.
- 16. Require its contractor to submit a 48-hour inspection notice to EVMWD prior to performing construction in accordance with the WATERLINE RELOCATION PLAN.
- 17. Not permit any change to or modification of WATERLINE RELOCATION PLAN without the prior written permission and consent of EVMWD.
- 18. Construct or cause to be constructed PROJECT pursuant to a DISTRICT administered public works contract in accordance with IMPROVEMENT PLANS and WATERLINE RELOCATION PLAN, and pay all costs associated herewith.
- 19. Submit any and all proposed WATERLINE CHANGE ORDERS for PROJECT to EVMWD (Attn: Engineering Manager) via letter or email for review.
- 20. Keep an accurate accounting of all DISTRICT costs associated with the construction of OTHER RELOCATIONS and include the final accounting when invoicing EVMWD for WATERLINES CHANGE ORDERS. The final accounting of construction costs shall include a detailed breakdown of all costs, including but not limited to DISTRICT's costs associated with administering the construction contract for OTHER WATERLINES, payment vouchers, EVMWD accepted change orders and other such construction contract documents as may be necessary to establish the actual cost of construction for OTHER RELOCATIONS.
 - 21. Inspect or cause to be inspected construction of PROJECT.
- 22. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all DISTRICT and EVMWD employees on the site.
- 23. Require its construction contractor(s) to include EVMWD as an additional insured under the liability insurance coverage for PROJECT, and also require its construction

contractor(s) to include EVMWD as a third-party beneficiary of any and all warranties of the contractor's work with regard to WATERLINE RELOCATIONS.

- 24. Within two (2) weeks of completing construction of WATERLINE RELOCATIONS, provide EVMWD with written notice that construction is complete and requesting that EVMWD conduct final inspections of WATERLINE RELOCATIONS.
- 25. Upon completion of final inspection of WATERLINE RELOCATIONS, provide EVMWD with notice that the relocation of EVMWD WATERLINES is complete.
- 26. At the time EVMWD WATERLINES are functional and backfilled, invoice EVMWD for WATERLINES CHANGE ORDERS. The invoice shall include the final accounting as set forth in Section I.20.
- 27. Pay EVMWD, in the event that EVMWD COSTS exceed DISTRICT DEPOSIT, for ADDITIONAL COSTS within forty-five (45) days after receipt of EVMWD's appropriate invoice.
 - 28. Receive and file EVMWD's written Notice of Final Acceptance.
- 29. Upon DISTRICT's acceptance of PROJECT construction as complete, provide EVMWD with a copy of DISTRICT's Notice of Completion.
- 30. Upon DISTRICT's acceptance of PROJECT construction as complete, provide EVMWD with a reproducible duplicate set of "record drawings" of WATERLINE RELOCATION PLAN.
- 31. Ensure that all work performed pursuant to this Agreement by DISTRICT, 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. DISTRICT shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

SECTION II

EVMWD shall:

- 1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
- Work with DISTRICT to prepare WATERLINE RELOCATION PLAN in accordance with applicable DISTRICT and EVMWD standards, which includes providing DISTRICT with EVMWD specifications specific to WATERLINE RELOCATIONS.
- 3. Not permit any change to or modification of WATERLINE RELOCATION PLAN without the prior written permission and consent of DISTRICT.
- 4. Prior to DISTRICT's advertising PROJECT for construction bids, review, comment and approve, as appropriate, WATERLINE RELOCATION PLAN at its sole cost.
- 5. Grant DISTRICT, by execution of this Agreement, all rights necessary to construct, inspect, operate and maintain PROJECT within EVMWD rights of way or easements, including the relocation of the interfering and affected portions of EVMWD WATERLINES.
- 6. Issue, at no cost to DISTRICT or DISTRICT's contractor(s), the necessary encroachment permit(s) required to construct PROJECT.
- 7. Pay DISTRICT, within thirty (30) days after receipt of DISTRICT's appropriate invoice, for EVMWD DESIGN COST as set forth in Section I.7.
- 8. Within seven (7) calendar days following receipt of DISTRICT's public works construction bid opening documents, review the lowest responsible bid for construction of PROJECT, which includes WATERLINE RELOCATIONS, and provide comments to DISTRICT.
- 9. Pay DISTRICT, within thirty (30) days after receipt of DISTRICT's appropriate invoice, for INITIAL CONSTRUCTION PAYMENT as set forth in Section I.11.

- 10. Review inspection application and materials submittals related to WATERLINE RELOCATIONS within seven (7) calendar days.
- 11. Inspect the construction of OTHER RELOCATIONS at its sole cost but communicate all comments or concerns to DISTRICT personnel who shall be solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT.
- 12. Inspect the construction of MAIDEN LANE RELOCATION but communicate all comments or concerns to DISTRICT personnel who shall be solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT.
- 13. Review each WATERLINE CHANGE ORDER proposal as soon as possible and not unreasonably withhold its approval of the WATERLINE CHANGE ORDER. If EVMWD does not object to a WATERLINE CHANGE ORDER within five (5) working days of receipt of letter or email, it shall be deemed approved by EVMWD.
- 14. Keep an accurate accounting of all EVMWD costs associated with the inspection of MAIDEN LANE RELOCATION and include the final accounting when invoicing DISTRICT for payment. The final accounting shall include a detailed breakdown of all associated costs and documentation supporting said costs.
- Invoice DISTRICT, within thirty (30) days of completion of inspection of
 MAIDEN LANE RELOCATION, for ADDITIONAL COSTS.
- 16. Upon receipt of DISTRICT's written notice that the relocation of EVMWD WATERLINES is substantially complete, conduct a final inspection of WATERLINE RELOCATIONS as set forth in Section I.24.

- 17. Upon its determination that WATERLINE RELOCATIONS is deemed complete, provide DISTRICT with a written Notice of Final Acceptance and, thereupon, assume sole responsibility for ownership, operation and maintenance of the relocated EVMWD WATERLINES.
- 18. Pay DISTRICT, within thirty (30) days after receipt of DISTRICT's appropriate invoice, for WATERLINE CHANGE ORDERS as set forth in Section I.26.
- 19. Refund DISTRICT, in the event that EVMWD COSTS are less than DISTRICT DEPOSIT, REMAINING DEPOSIT within sixty (60) days after EVWMD's receipt of DISTRICT's notice for WATERLINE RELOCATION completion.

SECTION III

It is further mutually agreed:

- EVMWD WATERLINES shall at all times remain solely owned by and the exclusive responsibility of EVMWD. Nothing herein shall be construed as creating any obligation or responsibility on the part of DISTRICT to operate, maintain or warranty EVMWD WATERLINES.
- Except as otherwise provided herein, all construction work involved with WATERLINE RELOCATIONS shall be inspected by DISTRICT and EVMWD, and shall not be deemed complete until approved and accepted as complete by DISTRICT and EVMWD.
- Except as otherwise provided herein, DISTRICT shall not be responsible
 for any additional repairs or improvements not shown on IMPROVEMENT PLANS or
 WATERLINE RELOCATION PLAN and not as a result of PROJECT construction.
- 4. In the event EVMWD desires to include any additional work as part of the WATERLINE RELOCATIONS, EVMWD shall submit a written request to DISTRICT describing the additional work desired and agree to pay DISTRICT for any agreed upon work

requested. Payment for EVMWD requested additional work shall be based upon actual quantities of materials installed at the contract unit prices bid or at the negotiated change order prices.

- 5. DISTRICT and EVMWD each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.
 - 6. DISTRICT and EVMWD agree to indemnify each other as follows:
 - DISTRICT shall indemnify, defend, save and hold harmless EVMWD (including its directors, officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, caused by, 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) negligence or willful misconduct 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 attorneys' fees; or (d) any other element of any kind or nature whatsoever.
 - b. EVMWD shall indemnify, defend, save and hold harmless DISTRICT and the County of Riverside (including its Agencies, Districts, Special Districts and Departments, 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, caused by, based upon, arising out of or in any way relating to EVMWD's (including its directors, officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) negligence or willful misconduct 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 attorneys' fees; or (d) any other element of any kind or nature whatsoever.

- c. This indemnification provision shall survive termination or expiration of this Agreement until such a time as the statute of limitations shall run for any claims that may arise out of this Agreement.
- 7. Any waiver by DISTRICT 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 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 stopping DISTRICT or EVMWD from enforcing this Agreement.
- 8. This Agreement is to be construed in accordance with the laws of the State of California.
- 9. 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: Design III

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

- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.

- This Agreement may be executed in any number of counterparts, each of 15. which will be an original, but all of which together will constitute one 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 the CUETA as amended from time to time. The 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.
- 16. The recitals above are true and correct and are hereby incorporated herein by this reference.
- 17. The persons signing this Agreement hereby warrant that he or she has the authority to bind the PARTY for which he or she is signing.
- 18. If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing PARTY will have the right to recover its reasonable attorneys' fees and costs of suit from the other PARTY.

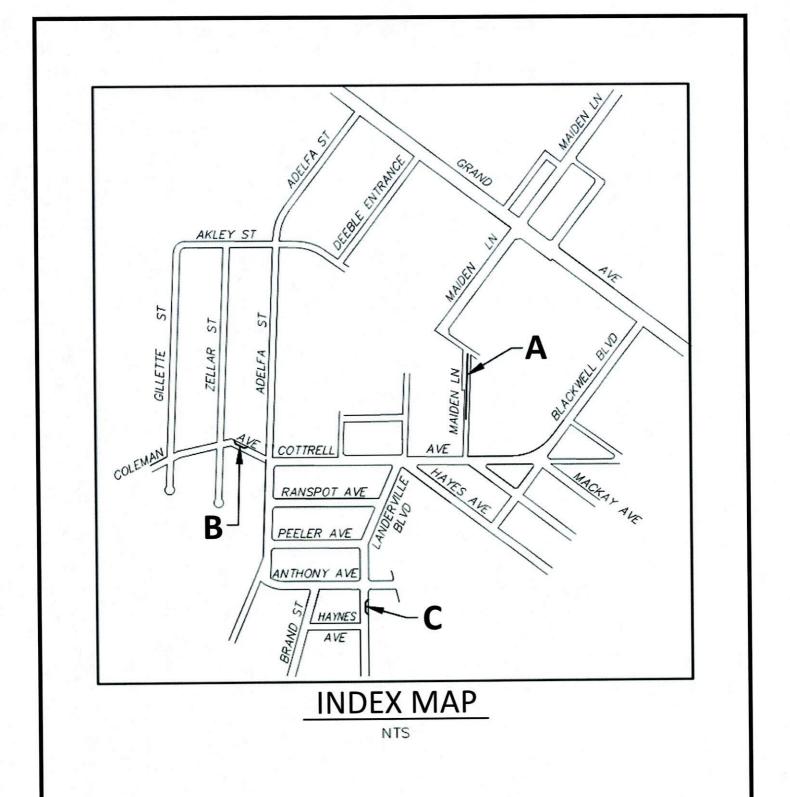
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IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on (to be filled in by Clerk of the Board) RIVERSIDE COUNTY FLOOD CONTROL RECOMMENDED FOR APPROVAL: AND WATER CONSERVATION DISTRICT By JASON E. UHLEY KAREN SPIEGEL, Chairwoman General Manager-Chief Engineer Riverside County Flood Control and Water Conservation District Board of Supervisors APPROVED AS TO FORM: ATTEST: **GREGORY P. PRIAMOS KECIA HARPER** County Counsel Clerk of the Board Deputy County Counsel

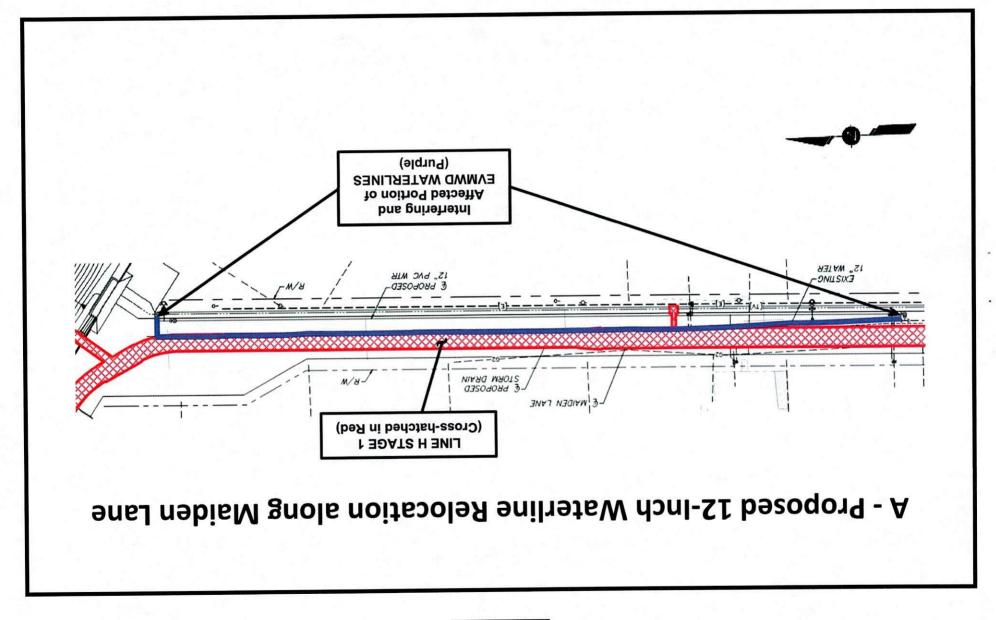
Cooperative Agreement w/EVMWD Lakeland Village Master Drainage Plan Line H, Stage 1 Project No. 3-0-00020 RKM:rlp 03/12/20

ELSINORE VALLEY MUNICIP	AL WATER DISTRICT				
Ву					
GREG THOMAS General Manager					
APPROVED AS TO FORM:	ATTEST:				
By:STEVE ANDERSON General Counsel	By TERESE QUINTANAR District Secretary				

Cooperative Agreement w/EVMWD Lakeland Village Master Drainage Plan Line H, Stage 1 Project No. 3-0-00020 RKM:rlp 03/12/20



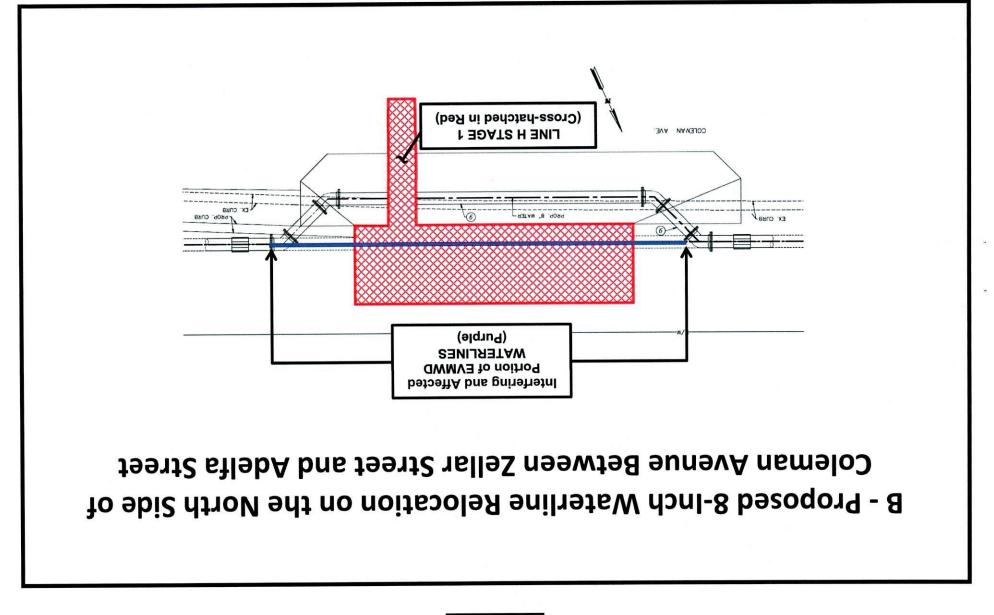
COOPERATIVE AGREEMENT



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Page 2 of 4

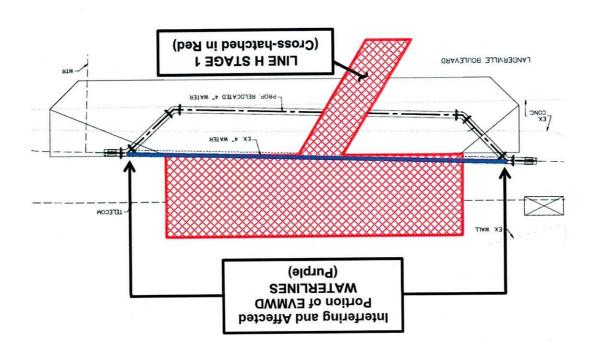
Page 2 of 4

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COOPERATIVE AGREEMENT
Project No. 3-0-00020
Prage 3 of 4

C - Proposed 4-Inch Waterline Relocation South of the Intersection of Anthony Avenue and Landerville Boulevard



COOPERATIVE AGREEMENT
Project No. 3-0-00020
Project No. 3-0-00020

Exhibit B

MEMORANDUM

Estimated cost for preparing Water Line relocation details

Prepared For:

Riverside County Flood Control

Prepared By:

K & A Engineering

Date Prepared:

March 18, 2019

Location:

Lakeland Village Line H

Elsinore Valley Municipal Water District

Estimated cost for preparing Water line relocation details:

For each location requiring a waterline relocation to clear the proposed Storm Drain and/or catch basin, currently there are three of these relocations within the Line II project. Typically a short realignment of the existing waterline, 8" or smaller in diameter around the point of conflict. The relocation details would be added to the projects waterline relocation plans.

Design/Engineering Steps to Prepare Relocation Detail:

- Determine location of potential conflict based upon existing Utility location as plotted by RCFC on base topo, and review Utility reference plans.
- Pot hole of potential conflict to verify location (horizontal & vertical), type and size of utility.
- Layout proposed waterline relocation typically using 45 degree bends to relocate waterline to clear outer edge of storm drain facility.
- Add proposed realignment to Storm Drain Acad drawings base and calc files.
- Prepare realignment detail (typically at 1"=10"), with construction notes and stationing calls.
- Detail to be added to next available block within waterline plan set.
- Add reference calls to water plans and storm drain plans, update quantities/bid schedule.

Estimated Fee for preparing each Waterline Relocation Detail:

Project Designer Project Engineer Project Manager	8	hours hours hours	(a) (a) (a)	\$ 110/hr \$ 125/hr \$ 160/hr	= = =	7.7	2,420 1,000 480
Total Est	imated 1	Fee – Ea	ch Loca	ation:		S	3,900

*Total Estimated Design Cost is \$7,800 for Two (2) Waterline Relocations

Exhibit C

Estimated EVMWD Contribution

EVMWD Waterlines		Estimated Design Costs		Estimated Construction Costs		Contingency		Total	
Coleman Ave Water Relocation	\$	3,900.00	\$	43,200.00	\$	2,900.00		50,000.00	
Landerville Blvd Water Relocation	\$	3,900.00	\$	43,200.00	\$	2,900.00		50,000.00	
Total	\$	7,800.00	\$	86,400.00	\$	5,800.00	\$	100,000.00	



MEMORANDUM

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

June 17, 2020

TO:

Kecia Harper, Clerk of the Board

FROM:

Rohini Mustafa, Senior Civil Engineer

RE:

Cooperative Agreement with Elsinore Valley Municipal Water District

Lakeland Village MDP Line H, Stage 1

MT# 12134

Enclosed please find a fully executed cooperative agreement between Riverside County Flood Control and Water Conservation District (District) and Elsinore Valley Municipal Water District (EVMWD) for recording. The cooperative agreement was approved by the District's Board of Supervisors as Item 11.2 on May 19, 2020.

Since EVMWD signed the agreement via DocuSign, a copy of the cooperative agreement with the District's original signatures is also enclosed. A copy of the approved Form 11 (MT# 12134) is included for reference purposes.

Please call me at 951.955.1282 if you have any questions or require additional information. Thank you for your assistance.

Enclosure

RKM:blm P8/231728

COOPERATIVE AGREEMENT

Lakeland Village Master Drainage Plan Line H, Stage 1 RCFC Project No. 3-0-00020

This Cooperative Agreement ("Agreement"), dated as of __________, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), and the Elsinore Valley Municipal Water District, a municipal water district ("EVMWD"). Sometimes hereinafter, DISTRICT and EVMWD may be referred to individually as a "PARTY" or collectively as the "PARTIES."

RECITALS

- A. DISTRICT has budgeted for and now plans to design and construct the Lakeland Village Master Drainage Plan Line H, Stage 1, hereinafter referred to as "LINE H, STAGE 1", to provide flood control and drainage improvements for the community of Lakeland Village, which is located in the southwesterly portion of Lake Elsinore in unincorporated Western Riverside County; and
- B. LINE H STAGE 1, as shown on DISTRICT Drawing No. 3-0207 and as shown in concept cross-hatched in red on Exhibit "A" attached hereto and made a part hereof, consists of the following:
 - i. Line H ("MAINLINE")

Approximately 4,445 lineal feet of underground storm drain system to be constructed within Gillette Street, Coleman Avenue, Cottrell Boulevard and Maiden Lane, starting from DISTRICT Parcel Number 3020-4 (Riverside County Assessor's Parcel Number 383-062-046) and extending northerly along Gillette Street, easterly along Coleman Avenue, easterly along Cottrell Boulevard and northerly and northeasterly along Maiden Lane to outlet into Lake Elsinore; and

a. Line H Sedimentation Basin ("BASIN")

A sedimentation basin to be constructed on DISTRICT Parcel Numbers 3020-6 and 3020-7 (Riverside County Assessor's Parcel Numbers 381-252-011 and 381-252-012); and

b. Lateral H1 ("LATERAL H1")

Approximately 103 lineal feet of underground storm drain system to start from BASIN and extend northwesterly to outlet into MAINLINE; and

c. Lateral H2 ("LATERAL H2")

Approximately 69 lineal feet of underground storm drain system to start from MAINLINE and extend northeasterly to outlet into BASIN; and

ii. Line H1 ("LINE H1")

Approximately 1,157 lineal feet of underground storm drain system to be constructed within Anthony Avenue and Landerville Boulevard, starting from DISTRICT Parcel Number 3020-3 (Riverside County Assessor's Parcel Number 383-075-004) and extending easterly along Anthony Avenue and northerly and northeasterly along Landerville Boulevard to outlet into MAINLINE near the intersection of Cottrell Boulevard and Landerville Boulevard; and

iii. Line H2 ("LINE H2")

Approximately 585 lineal feet of underground storm drain system to be constructed within Adelfa Street, starting from DISTRICT Parcel Numbers 3020-1 and 3020-2 (Riverside County Assessor's Parcel

Numbers 383-062-044 and 383-062-020) and extending northerly along Adelfa Street to outlet into MAINLINE near the intersection of Cottrell Boulevard and Adelfa Street; and

iv. Appurtenances

Various catch basins, inlets, laterals, connector pipes and storm drains that are thirty-six inches (36") or less in diameter that are associated with the construction of MAINLINE, BASIN, LATERAL H1, LATERAL H2, LINE H1 and LINE H2; and

- C. Within the LINE H STAGE 1 footprint, EVMWD owns, operates and maintains a waterline located within public rights of way and private rights of way (claimed by EVMWD through prescriptive rights) within a certain portion of Maiden Lane between Cottrell Boulevard and BASIN, hereinafter called "MAIDEN LANE WATERLINE". DISTRICT has determined that a portion of MAIDEN LANE WATERLINE is in conflict with the construction of LINE H STAGE 1. Therefore, the interfering and affected portion of MAIDEN LANE WATERLINE must be relocated. The relocation of the interfering and affected portion of MAIDEN LANE WATERLINE is hereinafter called "MAIDEN LANE RELOCATION"; and
- D. EVMWD claims that EVMWD has prior rights to Maiden Lane. In good faith, DISTRICT is proceeding with the assumption that EVMWD has such rights and, therefore, the DISTRICT is responsible for the design, construction and inspection costs associated with the MAIDEN LANE RELOCATION; and
- E. Also, within the LINE H STAGE 1 footprint, EVMWD owns, operates and maintains two waterlines located within public rights of way, hereinafter called "OTHER WATERLINES". DISTRICT has determined that portions of OTHER WATERLINES are in conflict with the construction of LINE H STAGE 1. Therefore, the interfering and affected

portions of the OTHER WATERLINES must also be relocated. The relocation of the interfering and affected portions of OTHER WATERLINES are hereinafter called "OTHER RELOCATIONS"; and

- F. Altogether, MAIDEN LANE WATERLINE and OTHER WATERLINES are hereinafter called "EVMWD WATERLINES". The interfering and affected portions of EVMWD WATERLINES are shown in concept in purple on Exhibit "A"; and
- G. Altogether, MAIDEN LANE RELOCATION and OTHER RELOCATIONS are hereinafter called "WATERLINE RELOCATIONS"; and
- H. Together, LINE H STAGE 1 and WATERLINE RELOCATIONS are hereinafter called "PROJECT"; and
- I. EVMWD desires DISTRICT to include WATERLINE RELOCATIONS as part of its public works construction contract. EVMWD is willing to work with DISTRICT to prepare or cause to be prepared the necessary plans and specifications for WATERLINE RELOCATIONS, hereinafter called "WATERLINE RELOCATION PLAN"; and
 - J. EVMWD is willing to reimburse DISTRICT for:
 - i. One hundred percent (100%) of the total design cost for the preparation of WATERLINE RELOCATION PLAN less the design cost for MAIDEN LANE RELOCATION, hereinafter called "EVMWD DESIGN COST", as shown in Exhibit "B" attached hereto and made a part hereof;
 - ii. One hundred percent (100%) of the lowest responsible construction contract bid price for OTHER RELOCATIONS ("INITIAL CONSTRUCTION PAYMENT"); and

- iii. One hundred percent (100%) of the costs associated with OTHER RELOCATIONS contract change orders generated as a result of unforeseen conditions (e.g., unmarked utility crossing), which sometimes hereinafter may be referred to individually as a "WATERLINES CHANGE ORDER" or collectively "WATERLINES CHANGE ORDERS". EVMWD shall have an opportunity to review all WATERLINES CHANGE ORDERS. If EVMWD determines that the change order is not due to unforeseen conditions and DISTRICT agrees, then EVMWD shall not be responsible to pay such change order cost. EVMWD shall not be required to pay any change order costs associated with MAIDEN LANE RELOCATION; and
- iv. Together, EVMWD DESIGN COST, INITIAL CONSTRUCTION PAYMENT and WATERLINES CHANGE ORDERS are hereinafter called "EVMWD CONTRIBUTION"; and
- v. EVMWD is willing to provide a financial contribution to DISTRICT for EVMWD CONTRIBUTION in the amount not to exceed \$100,000 as shown in Exhibit "C", attached hereto and made a part hereof. Any financial contribution in excess of \$100,000 will require an amendment to this Agreement; and
- K. DISTRICT is willing to provide a financial contribution for EVMWD's construction inspections associated with MAIDEN LANE RELOCATION, which are hereinafter called "EVMWD COSTS"; and

- L. On April 3, 2018, DISTRICT deposited with EVMWD a payment in the amount of twenty thousand dollars (\$20,000.00) ("DISTRICT DEPOSIT") toward early PROJECT work for potholing inspection. The potholing has been completed and EVMWD has agreed that all remaining DISTRICT DEPOSIT will be applied to EVMWD COSTS; and
- M. If EVMWD COSTS exceed DISTRICT DEPOSIT, said costs are hereinafter called "ADDITIONAL COSTS". In the event that EVMWD COSTS exceed DISTRICT DEPOSIT, EVMWD shall provide DISTRICT with its claim for any ADDITIONAL COSTS for DISTRICT review; and
- N. If EVMWD COSTS are less than DISTRICT DEPOSIT, said remaining funds are hereinafter called "REMAINING DEPOSIT". In the event that EVMWD COSTS are less than DISTRICT DEPOSIT, EVMWD shall refund REMAINING DEPOSIT to DISTRICT within sixty (60) days after EVMWDs receipt of DISTRICT's notice for WATERLINE RELOCATION completion; and
- O. DISTRICT is willing to incorporate WATERLINE RELOCATION PLAN as part of its public works construction contract for PROJECT provided that EVMWD pays EVMWD CONTRIBUTION; and
- P. DISTRICT 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
- Q. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and EVMWD with respect to funding, design, inspection 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

DISTRICT shall:

- Pursuant to the California Environmental Quality Act ("CEQA"), act as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.
- 2. Prepare or cause to be prepared (i) plans and specifications for LINE H STAGE 1, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT standards, and (ii) WATERLINE RELOCATION PLAN in accordance with applicable DISTRICT and EVMWD standards.
- Provide EVMWD an opportunity to review, comment and approve, as appropriate, WATERLINE RELOCATION PLAN prior to advertising PROJECT for public works construction contract bid.
- Include EVMWD approved and signed WATERLINE RELOCATION
 PLAN as part of DISTRICT's construction contract for PROJECT.
- Obtain, at its sole cost and expense, all necessary rights of way, rights of entry and temporary construction easements as may be necessary to construct, inspect, operate and maintain PROJECT.
- 6. Secure at its sole cost and expense all necessary permits, approvals, licenses or agreements required by any federal or state resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT.
- 7. Upon the execution of this Agreement, invoice EVMWD for EVMWD DESIGN COST, as shown in Exhibits "B" and "C".

- Advertise, award and administer a public works construction contract for PROJECT.
- 9. Prior to awarding a public works construction contract for PROJECT, provide EVMWD with an opportunity to review the lowest responsible bid for construction of PROJECT, which includes WATERLINE RELOCATIONS, and provide comments to DISTRICT within seven (7) calendar days following construction bid opening. However, DISTRICT shall have the ultimate authority to approve or reject all bids for construction of PROJECT. All of the bid prices received for PROJECT shall be shared with EVMWD.
- 10. Provide EVMWD with written notice that DISTRICT has awarded a construction contract for PROJECT. The written notice to EVMWD shall include a copy of the actual bid documents for OTHER RELOCATIONS, setting forth herein the INITIAL CONSTRUCTION PAYMENT amount.
- 11. Invoice EVMWD (Attention: Engineering Manager) for INITIAL CONSTRUCTION PAYMENT at the time of providing written notice pursuant to Section I.10.
- 12. Prior to commencing PROJECT construction, schedule and conduct a preconstruction meeting between DISTRICT, EVMWD and other affected entities. DISTRICT shall notify EVMWD at least twenty (20) days prior to conducting the pre-construction meeting.
- 13. Notify EVMWD in writing at least fourteen (14) days prior to the start of construction of WATERLINE RELOCATIONS as set forth in WATERLINE RELOCATION PLAN.
- 14. Require its contractor to submit an inspection application to EVMWD including all material submittals for approval by EVMWD and DISTRICT in accordance with the WATERLINE RELOCATION PLAN.

- 15. Not authorize its contractor to start construction of WATERLINE RELOCATIONS until all material submittals are approved by EVMWD and DISTRICT.
- 16. Require its contractor to submit a 48-hour inspection notice to EVMWD prior to performing construction in accordance with the WATERLINE RELOCATION PLAN.
- 17. Not permit any change to or modification of WATERLINE RELOCATION PLAN without the prior written permission and consent of EVMWD.
- 18. Construct or cause to be constructed PROJECT pursuant to a DISTRICT administered public works contract in accordance with IMPROVEMENT PLANS and WATERLINE RELOCATION PLAN, and pay all costs associated herewith.
- 19. Submit any and all proposed WATERLINE CHANGE ORDERS for PROJECT to EVMWD (Attn: Engineering Manager) via letter or email for review.
- 20. Keep an accurate accounting of all DISTRICT costs associated with the construction of OTHER RELOCATIONS and include the final accounting when invoicing EVMWD for WATERLINES CHANGE ORDERS. The final accounting of construction costs shall include a detailed breakdown of all costs, including but not limited to DISTRICT's costs associated with administering the construction contract for OTHER WATERLINES, payment vouchers, EVMWD accepted change orders and other such construction contract documents as may be necessary to establish the actual cost of construction for OTHER RELOCATIONS.
 - 21. Inspect or cause to be inspected construction of PROJECT.
- 22. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all DISTRICT and EVMWD employees on the site.
- 23. Require its construction contractor(s) to include EVMWD as an additional insured under the liability insurance coverage for PROJECT, and also require its construction

contractor(s) to include EVMWD as a third-party beneficiary of any and all warranties of the contractor's work with regard to WATERLINE RELOCATIONS.

- 24. Within two (2) weeks of completing construction of WATERLINE RELOCATIONS, provide EVMWD with written notice that construction is complete and requesting that EVMWD conduct final inspections of WATERLINE RELOCATIONS.
- 25. Upon completion of final inspection of WATERLINE RELOCATIONS, provide EVMWD with notice that the relocation of EVMWD WATERLINES is complete.
- 26. At the time EVMWD WATERLINES are functional and backfilled, invoice EVMWD for WATERLINES CHANGE ORDERS. The invoice shall include the final accounting as set forth in Section I.20.
- 27. Pay EVMWD, in the event that EVMWD COSTS exceed DISTRICT DEPOSIT, for ADDITIONAL COSTS within forty-five (45) days after receipt of EVMWD's appropriate invoice.
 - 28. Receive and file EVMWD's written Notice of Final Acceptance.
- 29. Upon DISTRICT's acceptance of PROJECT construction as complete, provide EVMWD with a copy of DISTRICT's Notice of Completion.
- 30. Upon DISTRICT's acceptance of PROJECT construction as complete, provide EVMWD with a reproducible duplicate set of "record drawings" of WATERLINE RELOCATION PLAN.
- 31. Ensure that all work performed pursuant to this Agreement by DISTRICT, 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. DISTRICT shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

SECTION II

EVMWD shall:

- Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA.
- Work with DISTRICT to prepare WATERLINE RELOCATION PLAN in accordance with applicable DISTRICT and EVMWD standards, which includes providing DISTRICT with EVMWD specifications specific to WATERLINE RELOCATIONS.
- 3. Not permit any change to or modification of WATERLINE RELOCATION PLAN without the prior written permission and consent of DISTRICT.
- 4. Prior to DISTRICT's advertising PROJECT for construction bids, review, comment and approve, as appropriate, WATERLINE RELOCATION PLAN at its sole cost.
- 5. Grant DISTRICT, by execution of this Agreement, all rights necessary to construct, inspect, operate and maintain PROJECT within EVMWD rights of way or easements, including the relocation of the interfering and affected portions of EVMWD WATERLINES.
- 6. Issue, at no cost to DISTRICT or DISTRICT's contractor(s), the necessary encroachment permit(s) required to construct PROJECT.
- 7. Pay DISTRICT, within thirty (30) days after receipt of DISTRICT's appropriate invoice, for EVMWD DESIGN COST as set forth in Section I.7.
- 8. Within seven (7) calendar days following receipt of DISTRICT's public works construction bid opening documents, review the lowest responsible bid for construction of PROJECT, which includes WATERLINE RELOCATIONS, and provide comments to DISTRICT.
- 9. Pay DISTRICT, within thirty (30) days after receipt of DISTRICT's appropriate invoice, for INITIAL CONSTRUCTION PAYMENT as set forth in Section I.11.

- 10. Review inspection application and materials submittals related to WATERLINE RELOCATIONS within seven (7) calendar days.
- 11. Inspect the construction of OTHER RELOCATIONS at its sole cost but communicate all comments or concerns to DISTRICT personnel who shall be solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT.
- 12. Inspect the construction of MAIDEN LANE RELOCATION but communicate all comments or concerns to DISTRICT personnel who shall be solely responsible for all quality control communications with DISTRICT's contractor(s) during the construction of PROJECT.
- 13. Review each WATERLINE CHANGE ORDER proposal as soon as possible and not unreasonably withhold its approval of the WATERLINE CHANGE ORDER. If EVMWD does not object to a WATERLINE CHANGE ORDER within five (5) working days of receipt of letter or email, it shall be deemed approved by EVMWD.
- 14. Keep an accurate accounting of all EVMWD costs associated with the inspection of MAIDEN LANE RELOCATION and include the final accounting when invoicing DISTRICT for payment. The final accounting shall include a detailed breakdown of all associated costs and documentation supporting said costs.
- 15. Invoice DISTRICT, within thirty (30) days of completion of inspection of MAIDEN LANE RELOCATION, for ADDITIONAL COSTS.
- 16. Upon receipt of DISTRICT's written notice that the relocation of EVMWD WATERLINES is substantially complete, conduct a final inspection of WATERLINE RELOCATIONS as set forth in Section I.24.

- 17. Upon its determination that WATERLINE RELOCATIONS is deemed complete, provide DISTRICT with a written Notice of Final Acceptance and, thereupon, assume sole responsibility for ownership, operation and maintenance of the relocated EVMWD WATERLINES.
- 18. Pay DISTRICT, within thirty (30) days after receipt of DISTRICT's appropriate invoice, for WATERLINE CHANGE ORDERS as set forth in Section I.26.
- 19. Refund DISTRICT, in the event that EVMWD COSTS are less than DISTRICT DEPOSIT, REMAINING DEPOSIT within sixty (60) days after EVWMD's receipt of DISTRICT's notice for WATERLINE RELOCATION completion.

SECTION III

It is further mutually agreed:

- EVMWD WATERLINES shall at all times remain solely owned by and the exclusive responsibility of EVMWD. Nothing herein shall be construed as creating any obligation or responsibility on the part of DISTRICT to operate, maintain or warranty EVMWD WATERLINES.
- Except as otherwise provided herein, all construction work involved with WATERLINE RELOCATIONS shall be inspected by DISTRICT and EVMWD, and shall not be deemed complete until approved and accepted as complete by DISTRICT and EVMWD.
- Except as otherwise provided herein, DISTRICT shall not be responsible
 for any additional repairs or improvements not shown on IMPROVEMENT PLANS or
 WATERLINE RELOCATION PLAN and not as a result of PROJECT construction.
- 4. In the event EVMWD desires to include any additional work as part of the WATERLINE RELOCATIONS, EVMWD shall submit a written request to DISTRICT describing the additional work desired and agree to pay DISTRICT for any agreed upon work

requested. Payment for EVMWD requested additional work shall be based upon actual quantities of materials installed at the contract unit prices bid or at the negotiated change order prices.

- 5. DISTRICT and EVMWD each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.
 - 6. DISTRICT and EVMWD agree to indemnify each other as follows:
 - (including its directors, officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) from any liabilities, claim, damage, proceeding or action, present or future, caused by, 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) negligence or willful misconduct 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 attorneys' fees; or (d) any other element of any kind or nature whatsoever.
 - b. EVMWD shall indemnify, defend, save and hold harmless DISTRICT and the County of Riverside (including its Agencies, Districts, Special Districts and Departments, 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, caused by, based upon, arising out of or in any way relating to EVMWD's (including its directors, officers, elected and appointed officials, employees, agents, representatives, independent contractors and subcontractors) negligence or willful misconduct 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 attorneys' fees; or (d) any other element of any kind or nature whatsoever.

- c. This indemnification provision shall survive termination or expiration of this Agreement until such a time as the statute of limitations shall run for any claims that may arise out of this Agreement.
- 7. Any waiver by DISTRICT 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 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 stopping DISTRICT or EVMWD from enforcing this Agreement.
- 8. This Agreement is to be construed in accordance with the laws of the State of California.
- 9. 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: Design III ELSINORE VALLEY
MUNICIPAL WATER DISTRICT
31315 Chaney Street
Lake Elsinore, CA 92530
Attn: General Manager

- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.

- This Agreement may be executed in any number of counterparts, each of 15. which will be an original, but all of which together will constitute one 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 the CUETA as amended from time to time. The 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.
- 16. The recitals above are true and correct and are hereby incorporated herein by this reference.
- 17. The persons signing this Agreement hereby warrant that he or she has the authority to bind the PARTY for which he or she is signing.
- 18. If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing PARTY will have the right to recover its reasonable attorneys' fees and costs of suit from the other PARTY.

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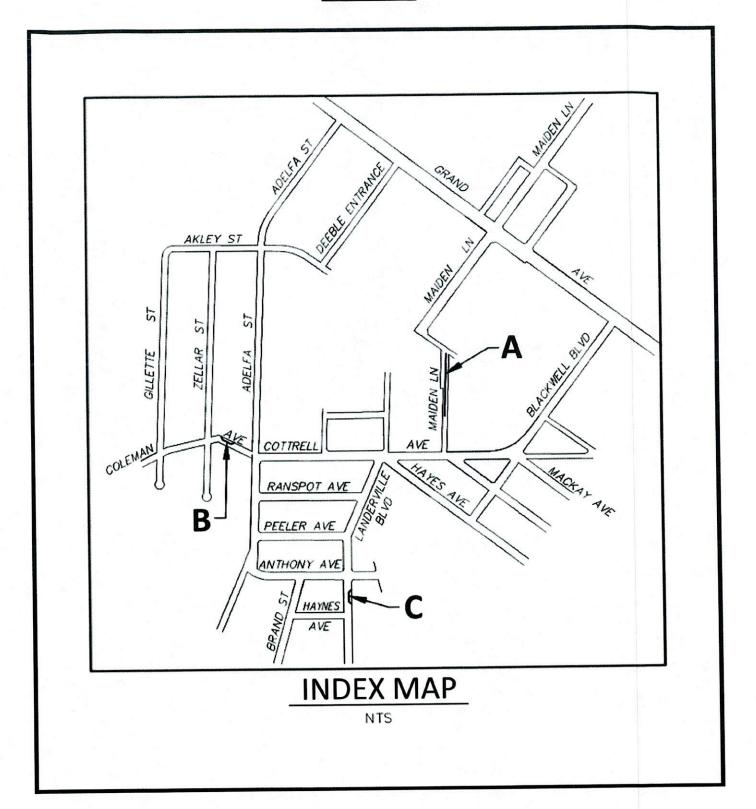
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Lakeland Village Master Drainage Plan Line H, Stage 1
Project No. 3-0-00020
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Deputy County Counsel

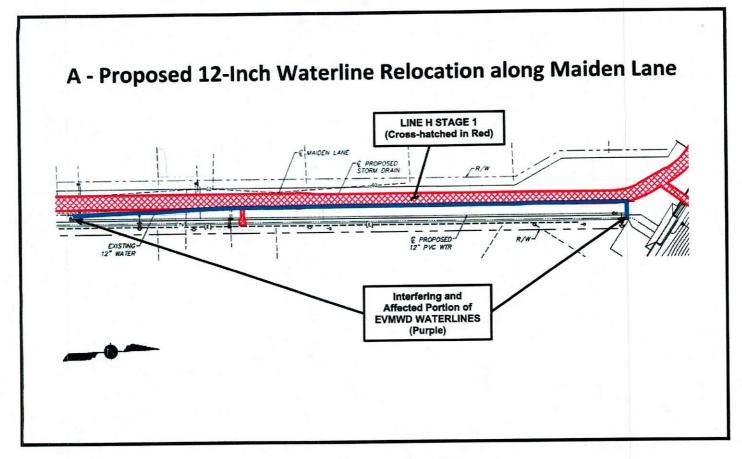
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By GREG THOMAS General Manager		
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By: STEVE ANDERSON General Counsel	By Tirise Quintanar TERESE QUINTANAR District Secretary	

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03/12/20



COOPERATIVE AGREEMENT

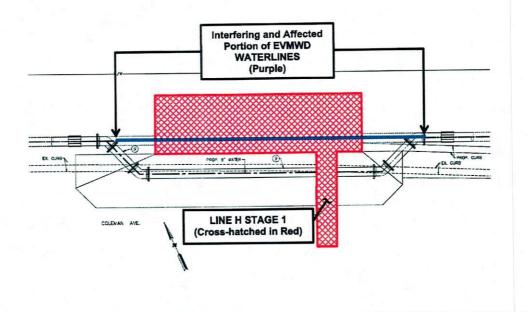
Lakeland Village Master Drainage Plan Line H, Stage 1
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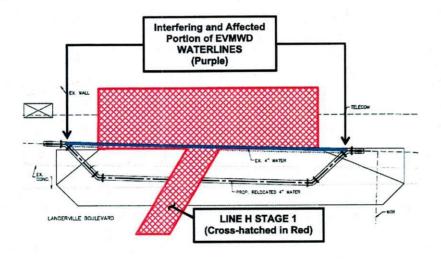
B - Proposed 8-Inch Waterline Relocation on the North Side of Coleman Avenue Between Zellar Street and Adelfa Street



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C - Proposed 4-Inch Waterline Relocation South of the Intersection of Anthony Avenue and Landerville Boulevard



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Exhibit B

MEMORANDUM

Estimated cost for preparing Water Line relocation details

Prepared For:

Riverside County Flood Control

Prepared By:

K & A Engineering

Date Prepared:

March 18, 2019

Location:

Lakeland Village Line H

Elsinore Valley Municipal Water District

Estimated cost for preparing Water line relocation details:

For each location requiring a waterline relocation to clear the proposed Storm Drain and/or catch basin, currently there are three of these relocations within the Line II project. Typically a short realignment of the existing waterline, 8" or smaller in diameter around the point of conflict. The relocation details would be added to the projects waterline relocation plans.

Design/Engineering Steps to Prepare Relocation Detail:

- Determine location of potential conflict based upon existing Utility location as plotted by RCFC on base topo, and review Utility reference plans.
- Pot hole of potential conflict to verify location (horizontal & vertical), type and size of utility.
- Layout proposed waterline relocation typically using 45 degree bends to relocate waterline to clear outer edge of storm drain facility.
- Add proposed realignment to Storm Drain Acad drawings base and calc files.
- Prepare realignment detail (typically at 1"=10"), with construction notes and stationing calls.
- Detail to be added to next available block within waterline plan set.
- Add reference calls to water plans and storm drain plans, update quantities/bid schedule.

Estimated Fee for preparing each Waterline Relocation Detail:

Project Designer	22	hours	(a)	S 110/hr	=	S	2,420
Project Engineer	8	hours	(a)	S 125/hr	=	S	1,000
Project Manager	3	hours	(a)	\$ 160/hr	=	5	480
Total Est	imated 1	Fee - Eac	ch Loca	ation:		S	3,900

*Total Estimated Design Cost is \$7,800 for Two (2) Waterline Relocations

Exhibit C

Estimated EVMWD Contribution

	51760	stimated	Estimated Construction					
EVMWD Waterlines	Design Costs		Costs		Contingency		Total	
Coleman Ave Water Relocation	\$	3,900.00	\$	43,200.00	\$	2,900.00		50,000.00
Landerville Blvd Water Relocation	\$	3,900.00	\$	43,200.00	\$	2,900.00		50,000.00
Total	\$	7,800.00	\$	86,400.00	\$	5,800.00	\$	100,000.00

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