

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



**ITEM: 11.2**  
(ID # 22197)

**MEETING DATE:**  
Tuesday, August 01, 2023

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the City of Desert Hot Springs and the City of Palm Springs for the West Desert Hot Springs Master Drainage Plan, Project No. 6-0-00831, CEQA Exempt, District 4. [\$0]

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

1. Find that the Cooperative Agreement is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15262 and 15061(b)(3);
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District ("District"), the City of Desert Hot Springs and the City of Palm Springs ("Cities");

**Continued on page 2**

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 6/28/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Gutierrez, and Perez  
Nays: None  
Absent: None  
Date: August 1, 2023  
xc: Flood

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

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

3. Authorize the Chair of the District's Board of Supervisors to execute the Cooperative Agreement on behalf of the District;
4. Authorize the District's General Manager-Chief Engineer or designee to take all necessary steps to implement the Cooperative Agreement, including, but not limited to, negotiating, approving and executing any future non-substantive amendments to the Cooperative Agreement that do not increase the cost to the District or materially change the provisions of the Cooperative Agreement, subject to approval as to form by County Counsel, and to have the delegated authority to terminate the Cooperative Agreement in accordance with the terms and conditions in the Cooperative Agreement, if such action is desired by the District; and
5. Direct the Clerk of the Board to return two (2) fully executed originals of the Cooperative Agreement to the District.

| <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>                 | \$ 0                        | \$ 0                     | \$ 0                                | \$ 0                |
| <b>NET COUNTY COST</b>      | \$ 0                        | \$ 0                     | \$ 0                                | \$ 0                |
| <b>SOURCE OF FUNDS:</b> N/A |                             |                          | <b>Budget Adjustment:</b> No        |                     |
|                             |                             |                          | <b>For Fiscal Year:</b> 23/24-24/25 |                     |

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

**BACKGROUND:**

**Summary**

This Cooperative Agreement ("Agreement") sets forth the terms and conditions by which the District, the City of Desert Hot Springs, and the City of Palm Springs will collaborate to develop a Master Drainage Plan (MDP) for the West Desert Hot Springs area. The MDP will provide a blueprint for the development of the necessary flood control and drainage system infrastructure within the MDP area; however, the MDP does not authorize any construction. Pursuant to the Agreement, the City of Desert Hot Springs will lead the development of the MDP and serve as CEQA lead agency, the District will prepare the Environmental Impact Report ("EIR"), and the District and City of Palm Springs will provide input on the MDP as responsible agencies under CEQA. In addition, the City of Desert Hot Springs has agreed to fund 50% of the District's cost for the EIR. Once completed, EIR and MDP will be presented to the Board for approval / adoption at future Board dates.

County Counsel has approved the Agreement as to legal form, and the Cities have executed the Agreement.

**Environmental Findings**

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

The Agreement is exempt from CEQA pursuant to CEQA Guidelines Section 15262, the Statutory Exemption for Feasibility and Planning Studies, which provides, "A project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or negative declaration but does require consideration of environmental factors." The action proposed under the Agreement includes funding for studies specifically considering environmental factors. The Agreement does not authorize any construction or physical development. Such development, if it occurs at all, will be the result of subsequent actions subject to CEQA prior to construction. The Agreement would not have a legally binding effect on any future actions, as the Agreement for the environmental document is merely for planning purposes and does not dictate or approve any subsequent actions or projects.

Additionally, the Agreement is exempt from CEQA under CEQA Guidelines Section 15061(b)(3) (the "Common Sense" exemption), which provides, "The activity is covered by the 'Common Sense' exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The Agreement does not authorize any construction or physical development. Such development, if it occurs at all, will be the result of subsequent actions subject to CEQA prior to construction. The Agreement merely establishes the terms by which the District and Cities will contribute funding toward preparation of an environmental document. It can be seen with certainty that there is no possibility the Agreement will have a significant effect on the environment.

**Impact on Residents and Businesses**

Upon approval and adoption, the residents and businesses of the Cities will be the primary beneficiaries of the implemented MDP. The MDP will support the development of necessary flood control and drainage system infrastructure to prevent and reduce flooding in the Cities.

**Additional Fiscal Information**

The District's costs associated with its obligations under this agreement are funded by ad valorem property tax revenue in the budget approved by this Board, and entails no new fees, taxes or bonded indebtedness to residents and businesses. Fifty Percent (50%) of the District cost for preparation of the EIR will be offset by a financial contribution to the District from the City of Desert Hot Springs.

**Prev. Agn. Ref.:** MT Item No. 18723, 11.2 of 04/26/22

**ATTACHMENTS:**

1. Vicinity Map
2. Cooperative Agreement

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

ESS:rlp  
P8/251339



Jason Farin, Principal Management Analyst 7/25/2023



Kristine Bell-Valdez, Supervising Deputy County Counsel 7/14/2023

COOPERATIVE AGREEMENT

West Desert Hot Springs Master Drainage Plan (MDP)

Project No. 6-0-00831

This Cooperative Agreement ("Agreement"), in effect and dated as of August 1<sup>st</sup>, 2023, is entered into by the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Desert Hot Springs, a municipal corporation ("DESERT HOT SPRINGS"), and the City of Palm Springs, a municipal corporation ("PALM SPRINGS"). DISTRICT, DESERT HOT SPRINGS and PALM SPRINGS are collectively referred to herein as "PARTIES" and individually as "PARTY". DESERT HOT SPRINGS and PALM SPRINGS are collectively referred to herein as "CITIES". PARTIES hereto agree as follows:

RECITALS

A. CITIES wish to accommodate orderly growth in areas currently within their respective City boundaries and spheres of influence by preparing the West Desert Hot Springs Master Drainage Plan which will provide a comprehensive blueprint for the orderly development of the necessary flood control and drainage system infrastructure (hereinafter, the "MDP" or "PROJECT"); and

B. The proposed study area for the new MDP will encompass areas of interest as mutually agreed by PARTIES; and

C. PARTIES agree that this is a collaborative effort, and that each agency plays an important role in the successful completion of the PROJECT and agrees to be responsive and diligent therein; and

D. DESERT HOT SPRINGS is willing to assume the lead engineering role for the MDP and, therefore, will provide the administrative, technical, managerial and support services necessary to plan and design the MDP; and

E. DISTRICT is willing to provide technical advice, consultation and review of various engineering elements of the MDP; and

F. DISTRICT is willing to assume the primary role for the preparation of the Environmental Impact Report ("EIR"), related technical studies and California Environmental Quality Act ("CEQA") findings for the MDP, although it is noted that DISTRICT is merely a responsible agency; and

G. DISTRICT, in cooperation with DESERT HOT SPRINGS, (i) has selected a qualified environmental consultant, Psomas, hereinafter called "ENVIRONMENTAL CONSULTANT", to prepare the EIR, related technical studies and CEQA findings for the MDP; (ii) has negotiated a fee of \$200,000 for such services and (iii) subsequent to the execution of this Agreement, will enter into a separate agreement with ENVIRONMENTAL CONSULTANT; and

H. The cost of ENVIRONMENTAL CONSULTANT's contract shall be shared equally between DISTRICT and DESERT HOT SPRINGS, including appropriate expenses and any approved extra work; and

I. Prior to authorizing ENVIRONMENTAL CONSULTANT to perform any work that exceeds the initial cost of \$200,000, DISTRICT and DESERT HOT SPRINGS shall mutually agree in writing that the additional services are desired, and DESERT HOT SPRINGS and DISTRICT shall share the additional cost equally. The overall additional amount shall not exceed \$50,000. This additional amount may be approved by DESERT HOT SPRINGS' City Manager and the DISTRICT's General Manager-Chief Engineer or his designee; and

J. PARTIES shall each be responsible for their respective staff costs and expenses including the cost of any additional consultants retained by their agency to assist with the administration of their respective responsibilities or with their review of ENVIRONMENTAL CONSULTANT's work pursuant to this Agreement.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, PARTIES hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

DESERT HOT SPRINGS shall:

1. Provide DISTRICT with copies of engineering documents prepared for the MDP, including supporting documentation, for review, comment and approval to ensure consistency with DISTRICT MDP standards.
2. Pursuant to CEQA, act as Lead Agency and assume responsibility for adoption of all environmental documents for the MDP.
3. Within thirty (30) business days of executing this Agreement, pay DISTRICT fifty percent (50%) of their total contribution of \$100,000 for ENVIRONMENTAL CONSULTANT's contract cost.
4. Review all deliverables prepared by ENVIRONMENTAL CONSULTANT in accordance with the applicable DESERT HOT SPRINGS standards and provide any comments to DISTRICT concerning the general completeness and adequacy within twenty-one (21) days of receipt.
5. Pay DISTRICT for the remaining fifty percent (50%) of their total contribution of \$100,000 for ENVIRONMENTAL CONSULTANT's contract cost and their additional share of any overage to the original contract amount as agreed upon pursuant to Section I of the Recitals herein within thirty (30) business days of DISTRICT providing the Final EIR to DESERT HOT SPRINGS.
6. If deemed appropriate by the City Council, in its sole discretion and independent judgment, formally adopt the MDP, file the appropriate CEQA documents prepared

by ENVIRONMENTAL CONSULTANT with the County Clerk and State Clearinghouse and pay associated filing fees for the CEQA Notice of Determination.

7. Reimburse DISTRICT for 100% of their costs of the amount spent on ENVIRONMENTAL CONSULTANT's contract if DESERT HOT SPRINGS elects not to proceed with the preparation and/or adoption of the MDP.

## SECTION II

PALM SPRINGS shall:

1. Act as Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA for the MDP.

2. Review all deliverables prepared by the ENVIRONMENTAL CONSULTANT in accordance with the applicable PALM SPRINGS standards and provide any comments to DISTRICT concerning the general completeness and adequacy within twenty-one (21) days of receipt.

3. Present the prepared MDP and CEQA documents to the Palm Springs City Council for approval and adoption.

4. If PALM SPRINGS adopts the MDP, file the appropriate Responsible Agency CEQA documents after DESERT HOT SPRINGS has adopted the MDP and filed the appropriate Lead Agency CEQA documents.

## SECTION III

DISTRICT shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA for the MDP.

2. Assume the primary responsibility for the preparation of the MDP CEQA documentation and the administration of ENVIRONMENTAL CONSULTANT's contract.



3. Upon execution of this Agreement, issue a first invoice to DESERT HOT SPRINGS' City Manager's Office for fifty percent (50%) of their total contribution of the ENVIRONMENTAL CONSULTANT's contract cost.

4. Issue a second invoice to DESERT HOT SPRINGS' City Manager's Office for the remaining fifty percent (50%) of their total contribution, including any additional costs, of ENVIRONMENTAL CONSULTANT's contract cost upon delivering the Final EIR to DESERT HOT SPRINGS.

5. Adopt the MDP and file the appropriate Responsible Agency CEQA documents after DESERT HOT SPRINGS has adopted the MDP and filed the appropriate Lead Agency CEQA documents.

#### SECTION IV

It is further mutually agreed:

1. PARTIES shall cooperate with the right to review and copy any records and supporting documentation, provided disclosure of such records is not contrary to applicable law, pertaining to the performance of this Agreement by any duly authorized representative of the County of Riverside, the State of California or other regulatory agency (collectively, "Auditing Parties"). DISTRICT agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. DISTRICT agrees to allow the Auditing Parties access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

2. DISTRICT shall indemnify, defend, save and hold harmless CITIES and each of their respective officers, agents, servants, employees and independent contractors free and harmless from any and all claims, demands, debts, suits, actions and causes of action of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death, the expenses of the defense of said parties and the payment of attorneys' fees in any such action,

arising out of or in any manner connected with any act or omission of DISTRICT, its officers, agents, servants and employees, done or performed pursuant to this Agreement.

3. DESERT HOT SPRINGS shall indemnify, defend, save and hold harmless CITY OF PALM SPRINGS and DISTRICT and their respective officers, agents, servants, employees and independent contractors free and harmless from any and all claims, demands, debts, suits, actions and causes of action of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death, the expenses of the defense of said parties and the payment of attorneys' fees in any such action, arising out of or in any manner connected with any act or omission of DESERT HOT SPRINGS, its officers, agents, servants and employees, done or performed pursuant to this Agreement. DESERT HOT SPRINGS' obligation hereunder shall be satisfied when DESERT HOT SPRINGS has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

4. PALM SPRINGS shall indemnify, defend, save and hold harmless CITY OF DESERT HOT SPRINGS and DISTRICT and their respective officers, agents, servants, employees and independent contractors from any and all claims, demands, debts, suits, actions and causes of action of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death, the expenses of the defense of said parties and the payment of attorneys' fees in any such action, arising out of or in any manner connected with any act or omission of PALM SPRINGS, its officers, agents, servants and employees, done or performed pursuant to this Agreement. PALM SPRINGS' obligation(s) in this Section shall be satisfied when PALM SPRINGS has provided to DISTRICT or DESERT HOT SPRINGS the appropriate form of dismissal relieving DISTRICT or DESERT HOT SPRINGS, as the case may be, from any liability for the action or claim involved.

5. With respect to any action or claim subject to indemnification herein by CITIES, DISTRICT and each of them, shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DESERT HOT SPRINGS or PALM SPRINGS indemnification of DISTRICT as set forth herein.

6. In the event there is conflict between this Section IV and California Civil Code Section 2782, this Section shall be interpreted so as to comply with Civil Code 2782, such that no PARTY may be held liable for the active negligence of a public agency indemnitee. Such interpretation shall not relieve PARTIES from indemnifying their respective indemnitees to the fullest extent allowed by law.

7. 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.

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

9. 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.

10. Neither DESERT HOT SPRINGS, nor PALM SPRINGS, nor DISTRICT shall assign this Agreement without the written consent of the PARTIES. Any attempt to delegate or assign any interest herein shall be deemed void and of no effect.

11. 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 of action based upon the provisions of this Agreement.

12. 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: Joan Valle, Chief of Regulatory

CITY OF DESERT HOT SPRINGS  
11-999 Palm Drive  
Desert Hot Springs, CA 92240  
Attn: Doria Wilms, Interim City Manager

CITY OF PALM SPRINGS  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262  
Attn: Joel Montalvo, MPA, PE, City Engineer

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 importance 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, or DESERT HOT SPRINGS, or PALM SPRINGS of 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 DESERT HOT SPRINGS, or PALM SPRINGS 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 DESERT HOT SPRINGS, or PALM SPRINGS 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 or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the PARTIES hereto.

16. No alternation or variation of the terms of this Agreement shall be valid unless made in writing and signed by all PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on the PARTIES hereto.

17. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in parties not parties to this Agreement.

18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same 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 CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signatures on next pages]

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

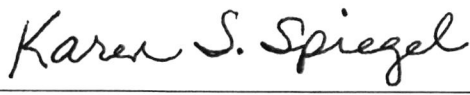
8/1/23

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By   
JASON E. UHLEY  
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

MING TRAN  
COUNTY COUNSEL

KIMBERLY RECTOR  
Clerk of the Board

By   
KRISTINE BELL-VALDEZ  
Deputy County Counsel

By   
Deputy

(SEAL)

Cooperative Agreement w/City of Desert Hot Springs and Palm Springs  
West Desert Hot Springs MDP  
05/30/23  
JDS:rlp

AUG 01 2023 11.2

RECOMMENDED FOR APPROVAL:

**CITY OF DESERT HOT SPRINGS**

By \_\_\_\_\_  
DORIA WILMS  
Interim City Manager

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
JENNIFER A. MIZRAHI  
City Attorney

By \_\_\_\_\_  
JERRYL SORIANO, CMC  
City Clerk

(SEAL)

Cooperative Agreement w/City of Desert Hot Springs and Palm Springs  
West Desert Hot Springs MDP  
05/31/23  
JDS:rlp

**CITY OF PALM SPRINGS**

By \_\_\_\_\_  
SCOTT STILES  
City Manager

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
JEFFREY S. BALLINGER  
City Attorney

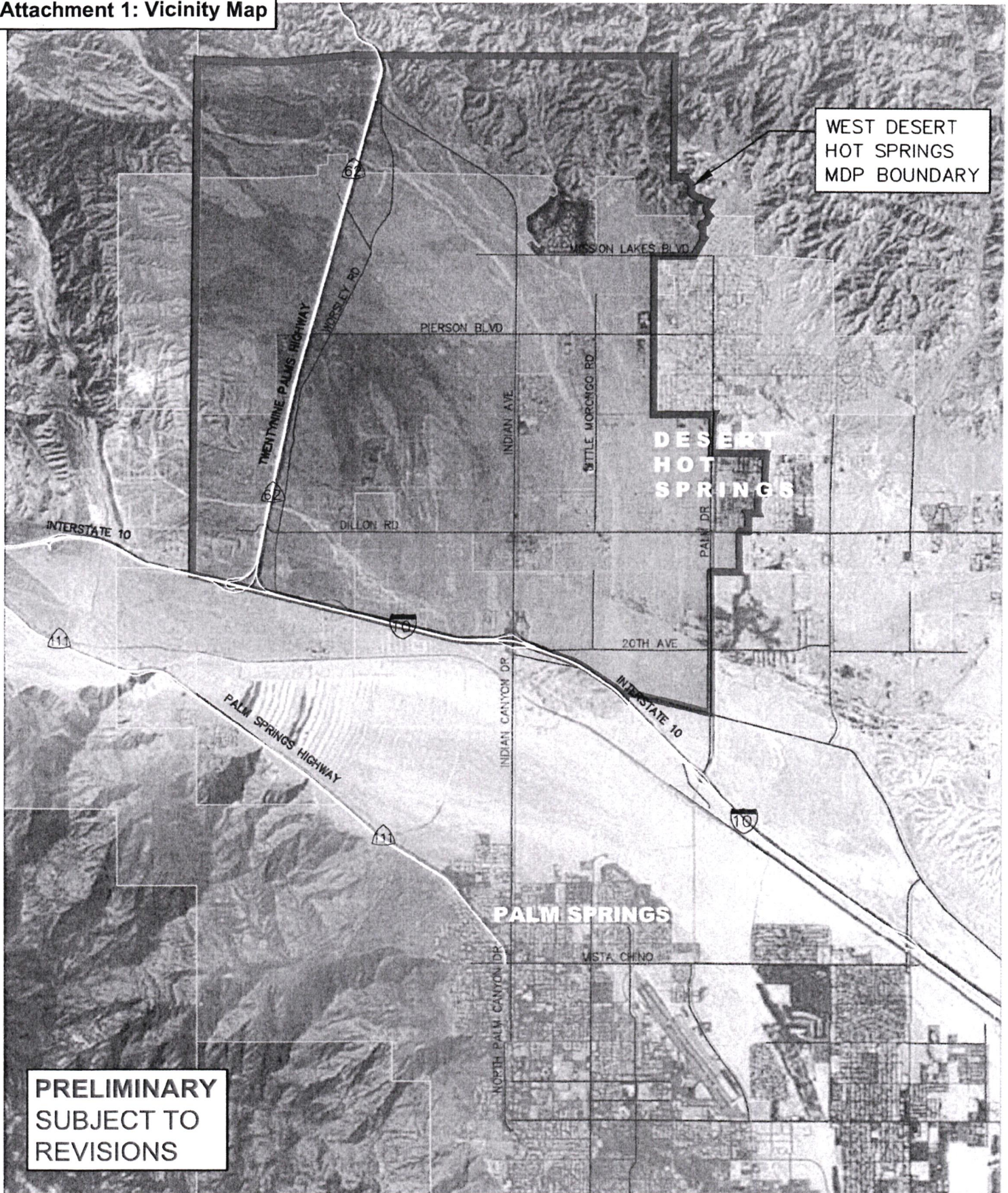
By \_\_\_\_\_  
BRENDA PREE, MMC  
City Clerk

(SEAL)

Cooperative Agreement w/City of Desert Hot Springs and Palm Springs  
West Desert Hot Springs MDP  
05/31/23  
JDS:rlp

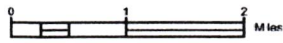
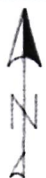


**Attachment 1: Vicinity Map**



**PRELIMINARY  
SUBJECT TO  
REVISIONS**

**WEST DESERT  
HOT SPRINGS  
MDP BOUNDARY**



-  Master Drainage Plan Boundary
-  City/County Boundary
-  Freeway/Highway
-  Major Roads

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

**WEST DESERT  
HOT SPRINGS  
MASTER DRAINAGE PLAN**

COOPERATIVE AGREEMENT

West Desert Hot Springs Master Drainage Plan (MDP)  
Project No. 6-0-00831

This Cooperative Agreement ("Agreement"), in effect and dated as of August 1<sup>st</sup>, 2023, is entered into by the Riverside County Flood Control and Water Conservation District, a body politic ("DISTRICT"), the City of Desert Hot Springs, a municipal corporation ("DESERT HOT SPRINGS"), and the City of Palm Springs, a municipal corporation ("PALM SPRINGS"). DISTRICT, DESERT HOT SPRINGS and PALM SPRINGS are collectively referred to herein as "PARTIES" and individually as "PARTY". DESERT HOT SPRINGS and PALM SPRINGS are collectively referred to herein as "CITIES". PARTIES hereto agree as follows:

RECITALS

- A. CITIES wish to accommodate orderly growth in areas currently within their respective City boundaries and spheres of influence by preparing the West Desert Hot Springs Master Drainage Plan which will provide a comprehensive blueprint for the orderly development of the necessary flood control and drainage system infrastructure (hereinafter, the "MDP" or "PROJECT"); and
- B. The proposed study area for the new MDP will encompass areas of interest as mutually agreed by PARTIES; and
- C. PARTIES agree that this is a collaborative effort, and that each agency plays an important role in the successful completion of the PROJECT and agrees to be responsive and diligent therein; and
- D. DESERT HOT SPRINGS is willing to assume the lead engineering role for the MDP and, therefore, will provide the administrative, technical, managerial and support services necessary to plan and design the MDP; and

E. DISTRICT is willing to provide technical advice, consultation and review of various engineering elements of the MDP; and

F. DISTRICT is willing to assume the primary role for the preparation of the Environmental Impact Report ("EIR"), related technical studies and California Environmental Quality Act ("CEQA") findings for the MDP, although it is noted that DISTRICT is merely a responsible agency; and

G. DISTRICT, in cooperation with DESERT HOT SPRINGS, (i) has selected a qualified environmental consultant, Psomas, hereinafter called "ENVIRONMENTAL CONSULTANT", to prepare the EIR, related technical studies and CEQA findings for the MDP; (ii) has negotiated a fee of \$200,000 for such services and (iii) subsequent to the execution of this Agreement, will enter into a separate agreement with ENVIRONMENTAL CONSULTANT; and

H. The cost of ENVIRONMENTAL CONSULTANT's contract shall be shared equally between DISTRICT and DESERT HOT SPRINGS, including appropriate expenses and any approved extra work; and

I. Prior to authorizing ENVIRONMENTAL CONSULTANT to perform any work that exceeds the initial cost of \$200,000, DISTRICT and DESERT HOT SPRINGS shall mutually agree in writing that the additional services are desired, and DESERT HOT SPRINGS and DISTRICT shall share the additional cost equally. The overall additional amount shall not exceed \$50,000. This additional amount may be approved by DESERT HOT SPRINGS' City Manager and the DISTRICT's General Manager-Chief Engineer or his designee; and

J. PARTIES shall each be responsible for their respective staff costs and expenses including the cost of any additional consultants retained by their agency to assist with the administration of their respective responsibilities or with their review of ENVIRONMENTAL CONSULTANT's work pursuant to this Agreement.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, PARTIES hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

DESERT HOT SPRINGS shall:

1. Provide DISTRICT with copies of engineering documents prepared for the MDP, including supporting documentation, for review, comment and approval to ensure consistency with DISTRICT MDP standards.
2. Pursuant to CEQA, act as Lead Agency and assume responsibility for adoption of all environmental documents for the MDP.
3. Within thirty (30) business days of executing this Agreement, pay DISTRICT fifty percent (50%) of their total contribution of \$100,000 for ENVIRONMENTAL CONSULTANT's contract cost.
4. Review all deliverables prepared by ENVIRONMENTAL CONSULTANT in accordance with the applicable DESERT HOT SPRINGS standards and provide any comments to DISTRICT concerning the general completeness and adequacy within twenty-one (21) days of receipt.
5. Pay DISTRICT for the remaining fifty percent (50%) of their total contribution of \$100,000 for ENVIRONMENTAL CONSULTANT's contract cost and their additional share of any overage to the original contract amount as agreed upon pursuant to Section I of the Recitals herein within thirty (30) business days of DISTRICT providing the Final EIR to DESERT HOT SPRINGS.
6. If deemed appropriate by the City Council, in its sole discretion and independent judgment, formally adopt the MDP, file the appropriate CEQA documents prepared

by ENVIRONMENTAL CONSULTANT with the County Clerk and State Clearinghouse and pay associated filing fees for the CEQA Notice of Determination.

7. Reimburse DISTRICT for 100% of their costs of the amount spent on ENVIRONMENTAL CONSULTANT's contract if DESERT HOT SPRINGS elects not to proceed with the preparation and/or adoption of the MDP.

## SECTION II

PALM SPRINGS shall:

1. Act as Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA for the MDP.

2. Review all deliverables prepared by the ENVIRONMENTAL CONSULTANT in accordance with the applicable PALM SPRINGS standards and provide any comments to DISTRICT concerning the general completeness and adequacy within twenty-one (21) days of receipt.

3. Present the prepared MDP and CEQA documents to the Palm Springs City Council for approval and adoption.

4. If PALM SPRINGS adopts the MDP, file the appropriate Responsible Agency CEQA documents after DESERT HOT SPRINGS has adopted the MDP and filed the appropriate Lead Agency CEQA documents.

## SECTION III

DISTRICT shall:

1. Act as a Responsible Agency under CEQA, taking all necessary and appropriate action to comply with CEQA for the MDP.

2. Assume the primary responsibility for the preparation of the MDP CEQA documentation and the administration of ENVIRONMENTAL CONSULTANT's contract.

3. Upon execution of this Agreement, issue a first invoice to DESERT HOT SPRINGS' City Manager's Office for fifty percent (50%) of their total contribution of the ENVIRONMENTAL CONSULTANT's contract cost.

4. Issue a second invoice to DESERT HOT SPRINGS' City Manager's Office for the remaining fifty percent (50%) of their total contribution, including any additional costs, of ENVIRONMENTAL CONSULTANT's contract cost upon delivering the Final EIR to DESERT HOT SPRINGS.

5. Adopt the MDP and file the appropriate Responsible Agency CEQA documents after DESERT HOT SPRINGS has adopted the MDP and filed the appropriate Lead Agency CEQA documents.

#### SECTION IV

It is further mutually agreed:

1. PARTIES shall cooperate with the right to review and copy any records and supporting documentation, provided disclosure of such records is not contrary to applicable law, pertaining to the performance of this Agreement by any duly authorized representative of the County of Riverside, the State of California or other regulatory agency (collectively, "Auditing Parties"). DISTRICT agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. DISTRICT agrees to allow the Auditing Parties access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

2. DISTRICT shall indemnify, defend, save and hold harmless CITIES and each of their respective officers, agents, servants, employees and independent contractors free and harmless from any and all claims, demands, debts, suits, actions and causes of action of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death, the expenses of the defense of said parties and the payment of attorneys' fees in any such action,

arising out of or in any manner connected with any act or omission of DISTRICT, its officers, agents, servants and employees, done or performed pursuant to this Agreement.

3. DESERT HOT SPRINGS shall indemnify, defend, save and hold harmless CITY OF PALM SPRINGS and DISTRICT and their respective officers, agents, servants, employees and independent contractors free and harmless from any and all claims, demands, debts, suits, actions and causes of action of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death, the expenses of the defense of said parties and the payment of attorneys' fees in any such action, arising out of or in any manner connected with any act or omission of DESERT HOT SPRINGS, its officers, agents, servants and employees, done or performed pursuant to this Agreement. DESERT HOT SPRINGS' obligation hereunder shall be satisfied when DESERT HOT SPRINGS has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

4. PALM SPRINGS shall indemnify, defend, save and hold harmless CITY OF DESERT HOT SPRINGS and DISTRICT and their respective officers, agents, servants, employees and independent contractors from any and all claims, demands, debts, suits, actions and causes of action of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death, the expenses of the defense of said parties and the payment of attorneys' fees in any such action, arising out of or in any manner connected with any act or omission of PALM SPRINGS, its officers, agents, servants and employees, done or performed pursuant to this Agreement. PALM SPRINGS' obligation(s) in this Section shall be satisfied when PALM SPRINGS has provided to DISTRICT or DESERT HOT SPRINGS the appropriate form of dismissal relieving DISTRICT or DESERT HOT SPRINGS, as the case may be, from any liability for the action or claim involved.

5. With respect to any action or claim subject to indemnification herein by CITIES, DISTRICT and each of them, shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes DESERT HOT SPRINGS or PALM SPRINGS indemnification of DISTRICT as set forth herein.

6. In the event there is conflict between this Section IV and California Civil Code Section 2782, this Section shall be interpreted so as to comply with Civil Code 2782, such that no PARTY may be held liable for the active negligence of a public agency indemnitee. Such interpretation shall not relieve PARTIES from indemnifying their respective indemnitees to the fullest extent allowed by law.

7. 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.

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

9. 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.

10. Neither DESERT HOT SPRINGS, nor PALM SPRINGS, nor DISTRICT shall assign this Agreement without the written consent of the PARTIES. Any attempt to delegate or assign any interest herein shall be deemed void and of no effect.



11. 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 of action based upon the provisions of this Agreement.

12. 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: Joan Valle, Chief of Regulatory

CITY OF DESERT HOT SPRINGS  
11-999 Palm Drive  
Desert Hot Springs, CA 92240  
Attn: Doria Wilms, Interim City Manager

CITY OF PALM SPRINGS  
3200 E. Tahquitz Canyon Way  
Palm Springs, CA 92262  
Attn: Joel Montalvo, MPA, PE, City Engineer

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 importance 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, or DESERT HOT SPRINGS, or PALM SPRINGS of 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 DESERT HOT SPRINGS, or PALM SPRINGS 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 DESERT HOT SPRINGS, or PALM SPRINGS 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 or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the PARTIES hereto.

16. No alternation or variation of the terms of this Agreement shall be valid unless made in writing and signed by all PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on the PARTIES hereto.

17. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in parties not parties to this Agreement.

18. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same 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 CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signatures on next pages]

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

8/1/23

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By   
JASON E. UHLEY  
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

MING TRAN  
COUNTY COUNSEL

KIMBERLY RECTOR  
Clerk of the Board

By   
KRISTINE BELL-VALDEZ  
Deputy County Counsel

By   
Deputy

(SEAL)

Cooperative Agreement w/City of Desert Hot Springs and Palm Springs  
West Desert Hot Springs MDP  
05/30/23  
JDS:rlp

AUG 01 2023 11.2

RECOMMENDED FOR APPROVAL:

CITY OF DESERT HOT SPRINGS

By Doria Wilms  
DORIA WILMS  
Interim City Manager

APPROVED AS TO FORM:

ATTEST:

By Jennifer Mizrahi  
JENNIFER A. MIZRAHI  
City Attorney

By Jerryl Soriano  
JERRYL SORIANO, CMC  
City Clerk

(SEAL)

Cooperative Agreement w/City of Desert Hot Springs and Palm Springs  
West Desert Hot Springs MDP  
05/31/23  
JDS:rlp












# Riverside County MDP

Final Audit Report

2023-07-13

|                 |  |
|-----------------|--|
| Created:        | 2023-07-13                                   |
| By:             | CD Admin (cdadmin@cityofdhs.org)             |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAA4J34PO96UGA-EOZnR6Gpq-fOI00DM0CS |

## "Riverside County MDP" History

-  Document created by CD Admin (cdadmin@cityofdhs.org)  
2023-07-13 - 6:53:55 PM GMT- IP address: 47.176.24.242
  
-  Document emailed to Jennifer Mizrahi (jennifer.mizrahi@streamkim.com) for signature  
2023-07-13 - 6:54:59 PM GMT
  
-  Email viewed by Jennifer Mizrahi (jennifer.mizrahi@streamkim.com)  
2023-07-13 - 6:55:11 PM GMT- IP address: 34.227.59.238
  
-  Document e-signed by Jennifer Mizrahi (jennifer.mizrahi@streamkim.com)  
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-  Document emailed to Doria Wilms (dwilms@cityofdhs.org) for signature  
2023-07-13 - 8:09:37 PM GMT
  
-  Email viewed by Doria Wilms (dwilms@cityofdhs.org)  
2023-07-13 - 8:16:06 PM GMT- IP address: 47.176.24.242
  
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Signature Date: 2023-07-13 - 8:16:55 PM GMT - Time Source: server- IP address: 47.176.24.242
  
-  Document emailed to jsoriano@cityofdhs.org for signature  
2023-07-13 - 8:16:57 PM GMT
  
-  Email viewed by jsoriano@cityofdhs.org  
2023-07-13 - 9:37:59 PM GMT- IP address: 47.176.24.242
  
-  Signer jsoriano@cityofdhs.org entered name at signing as Jerryl Soriano  
2023-07-13 - 9:39:45 PM GMT- IP address: 47.176.24.242
  
-  Document e-signed by Jerryl Soriano (jsoriano@cityofdhs.org)  
Signature Date: 2023-07-13 - 9:39:47 PM GMT - Time Source: server- IP address: 47.176.24.242



CITY OF PALM SPRINGS

DocuSigned by:  
*Scott Stiles*  
By \_\_\_\_\_  
6377D99970ED486...  
SCOTT C. STILES  
City Manager

APPROVED AS TO FORM:

DocuSigned by:  
*Jeff Ballinger*  
By \_\_\_\_\_  
9656A1483C6E407...  
JEFFREY S. BALLINGER  
City Attorney

ATTEST:

DocuSigned by:  
*Brenda Pree*  
By \_\_\_\_\_  
54C8B30D3E0E4BE...  
BRENDA PREE  
City Clerk



Cooperative Agreement w/City of Desert Hot Springs and Palm Springs  
West Desert Hot Springs MDP  
05/31/23  
JDS:rlp

**Certificate Of Completion**

Status: Completed

Envelope Id: 5A2598C189B44AA6A66E1DF6E498831

Subject: Complete with DocuSign: DHS RCF C PS MDP Cooperative Agreement

Source Envelope:

Document Pages: 13

Certificate Pages: 5

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

IP Address: 47.176.125.90

vonda.teed@palmspringsca.gov

Palm Springs, CA 92262

3200 E. Tahquitz Canyon Way

Vonda Teed

Envelope Originator:

Signatures: 3

Initials: 0

Location: DocuSign

Holder: Vonda Teed

vonda.teed@palmspringsca.gov

Pool: StateLocal

Pool: City of Palm Springs

Location: DocuSign

**Signer Events**

Jeff Ballinger

Jeff.Ballinger@bbkikaw.com

City Attorney

Security Level: Email, Account Authentication

(None)

Accepted: 7/26/2023 1:04:15 PM  
ID: a2942cb0-2340-4600-9825-b9f40376d672

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ID: a3837882-5f98-49e5-afa8-082d1ae0634c

Brenda Free

Brenda.Free@palmspringsca.gov

City Clerk

Security Level: Email, Account Authentication

(None)

Accepted: 9/7/2022 8:21:01 AM  
ID: 9be06ae2-09de-4f55-b669-f1a3d981ee3

**In Person Signer Events**

Signature

Timestamp

**Editor Delivery Events**

Status

Timestamp

**Agent Delivery Events**

Status

Timestamp

**Intermediary Delivery Events**

Status

Timestamp

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Signed: 7/26/2023 1:55:18 PM

DocuSigned by:  
*Brenda Free*  
54c83003e648e

Signature Adoption: Pre-selected Style  
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*Scott Stiles*  
e3770e970e048e

Signature Adoption: Pre-selected Style  
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DocuSigned by:  
*Jeff Ballinger*  
665614830e407

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**Certified Delivery Events**  
Status  
Timestamp

**Carbon Copy Events**  
Status  
Timestamp

Brenda Free  
Brenda.Free@palmsprngsca.gov

Brent Rasi  
brent.rasi@palmsprngsca.gov

Deputy City Clerk  
City of Palm Springs

Signing Group: City Clerk  
Security Level: Email, Account Authentication

(None)  
Electronic Record and Signature Disclosure:

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**Envelope Summary Events**  
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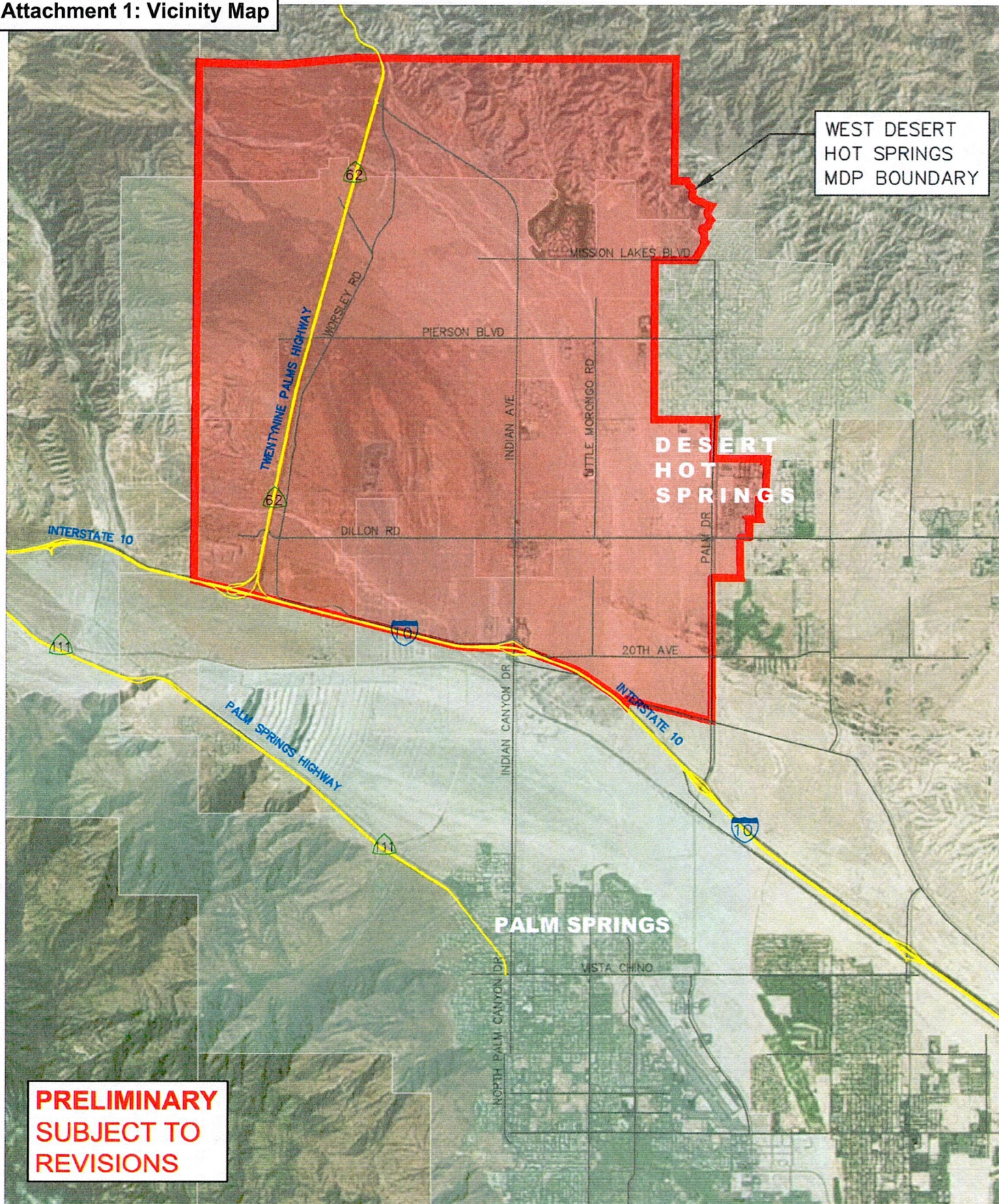
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Completed  
Security Checked

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**Electronic Record and Signature Disclosure**

**Attachment 1: Vicinity Map**

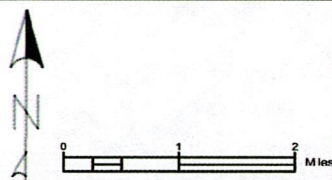


WEST DESERT  
HOT SPRINGS  
MDP BOUNDARY

DESERT  
HOT  
SPRINGS

PALM SPRINGS

**PRELIMINARY  
SUBJECT TO  
REVISIONS**



- Master Drainage Plan Boundary
- City/County Boundary
- Freeway/Highway
- Major Roads

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

**WEST DESERT  
HOT SPRINGS  
MASTER DRAINAGE PLAN**