

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



**ITEM: 11.3**  
(ID # 25606)

**MEETING DATE:**

Tuesday, July 30, 2024

**FROM :** FLOOD CONTROL DISTRICT

**SUBJECT:** FLOOD CONTROL DISTRICT: Request for Delegation of Authority to General Manager-Chief Engineer of the Riverside County Flood Control and Water Conservation District to Authorize Utility Relocations, Adjustments or Protection for Murrieta Creek Flood Control, Environmental Restoration and Recreation Project, Project No. 7-0-00021, CEQA Exempt, District 3. [\$3,500,000 Not-to-Exceed Cost – District Zone 7 Funds 100%]

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

1. Find that the delegation of authority and any resulting, necessary paperwork or agreements are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3);

Continued on Page 2

**ACTION:**Policy

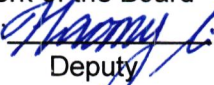
  
Edwin Quinonez 7/22/2024

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: July 30, 2024  
xc: Flood

Kimberly A. Rector  
Clerk of the Board  
By   
Deputy

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

2. Authorize the General Manager-Chief Engineer or his designee to, on behalf of the District, execute necessary paperwork or agreements ("Agreement" or "Agreements") between the Riverside County Flood Control and Water Conservation District ("District") and applicable utility owners, subject to approval by County Counsel, and authorize payments to utility owners for necessary utility relocations, adjustments or protection up to the amount of \$3,500,000 for the Murrieta Creek Flood Control, Environmental Restoration and Recreation Project ("Project") Phase 2B construction; and
3. Authorize the General Manager-Chief Engineer or his designee to take all necessary steps to implement the necessary utility relocations, adjustments or protection for construction of Phase 2B of the Project, including, but not limited to, the following:
  - a. Negotiating, approving and executing amendments to the Agreements, subject to approval by County Counsel;
  - b. Signing subsequent essential and relevant documents, subject to approval by County Counsel;
  - c. Terminating an Agreement in accordance with the terms and conditions of said Agreement, subject to approval by County Counsel; or
  - d. Accepting any funds refunded by a utility owner.

<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>	\$3,000,000	\$250,000	\$3,500,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Zone 7 Funds 100% (See Additional Fiscal Information)			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25-29/30	

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

**BACKGROUND:**

**Summary**

The delegation of authority requested in this action is necessary for the Riverside County Flood Control and Water Conservation District ("District") to relocate, adjust or protect conflicting utilities located within the footprint of the federal Murrieta Creek Flood Control, Environmental Restoration and Recreation Project ("Project") Phase 2B construction in a timely manner. It is currently estimated that relocation, adjustment or protection of existing utilities that are in conflict with the construction for Phase 2B may cost up to Three Million Five Hundred Thousand Dollars (\$3,500,000). The primary utility relocation will be a main gas line owned by Southern California Gas Company ("SoCal Gas") that provides service to a significant portion of Temecula. The cost of this gas line relocation is currently estimated between \$2.7 million and \$3.5 million. A sample SoCal Gas Collectible Work Authorization is attached for reference purposes.

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This delegation of authority will also be implemented if utility conflicts are discovered during construction of Phase 2B. Owners of these potential conflicting utilities may include, but are not limited to:

- Southern California Gas Company
- Eastern Municipal Water District
- Rancho California Water District
- Southern California Edison

The United States Army Corps of Engineers ("USACE") recently secured \$47,834,000 in federal funding for the construction of Phase 2B of the Project. USACE must advertise the Phase 2B bid package by the end of September 2024 to minimize the risk of losing the funding to other federal priorities. To meet this September 2024 deadline, USACE needs fully-executed agreements between the District and each of the applicable utility owners for the relocation, adjustment or protection of currently identified conflicting utilities. Pursuant to the 2003 Project Cooperation Agreement, the District, as the local sponsor for the Project, is required to provide for any utility relocation, adjustment or protection necessary for the construction of the Project.

The Project is a federally authorized, multi-purpose flood risk management, ecosystem restoration and recreation project that will provide flood protection to portions of the cities of Murrieta and Temecula along Murrieta Creek. The Project is divided into the following phases:

1. Phase 1 – Channel improvements from Old Town Front Street/Highway 79 south junction upstream to 1,000 feet downstream of First Street in the city of Temecula (constructed);
2. Phase 2A – Channel improvements from 1,000 feet downstream of First Street to 500 feet downstream of Rancho California Road (constructed);
3. Phase 2B – Channel improvements from 500 feet downstream of Rancho California Road to approximately Winchester Road;
4. Phase 3 – A detention basin/environmental restoration/sports park between Winchester Road and Elm Street; and
5. Phase 4 – Channel improvements from Elm Street upstream to Vineyard Parkway in the City of Murrieta.

On February 6, 2001 (Minute Order No. 9.7), the District's Board of Supervisors ("Board") authorized the District's General Manager-Chief Engineer to execute a Design Agreement between USACE and the District. The Design Agreement set forth the terms and conditions by which USACE would complete the necessary technical studies and detailed design for the construction of the Project. The Board subsequently approved the Project Cooperation Agreement between USACE and the District on September 9, 2003 (Minute Order No. 11-4). The Project Cooperation Agreement set forth the terms and conditions by which USACE would construct the Project or portions thereof. This agreement also includes cost sharing requirements and responsibilities for both parties, including the District's responsibility to provide for any utility relocation, adjustment or protection necessary for Project construction. On April 21, 2020, the Board adopted Resolution No. F2020-10, which authorized a proposal for funding from the California Department of Water Resources ("DWR"), approved the associated funding

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agreement and authorized the General Manager-Chief Engineer or designee to execute said funding agreement for the Flood Control Subvention Program; pursuant to this funding agreement, DWR may provide reimbursement for a percentage of the District's utility relocation/adjustment/protection costs for Phase 2B construction.

**Prev. Agn. Ref.:** 9.7 of 02/06/01 (Design Agreement)  
11.5 of 01/28/03 (Public Hearing; Resolution No. F2003-01)  
11.4 of 09/09/03 (Project Cooperation Agreement)  
11-5 of 08/05/14 (Resolution No. F2014-36; Amendment No. 1 to the PCA)  
MT#12263 11.2 of 04/21/20 (Subvention Program Funding Agreement)

**Environmental Findings**

The delegation of authority and any resulting Agreements are exempt from CEQA pursuant to the CEQA Guidelines Section 15061(b)(3), 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 delegation of authority and/or Agreement(s) do not authorize to any extent whatsoever actual physical development of the underlining property. Such development, if it occurs at all, will be the result of subsequent actions subject to CEQA review by the City prior to construction. The delegation of authority sets forth the terms and conditions by which the District will authorize utility relocations, adjustments or protection for the Murrieta Creek Flood Control, Environmental Restoration and Recreation Project. Therefore, it can be seen with certainty that there is no possibility that the delegation of authority and/or any resulting Agreement will have a significant effect on the environment.

**Impact on Residents and Businesses**

The District's payments for the utility relocations, adjustments or protection will be ultimately funded by a combination of Zone 7 ad valorem property tax revenue, applicable Area Drainage Plan revenues, funds allocated to the Project by the Cities of Murrieta and Temecula, and possibly State Flood Control Subvention Program funds and entail no new fees, taxes or bonded indebtedness to residents and businesses. The delegated authority will help to ensure that the federal funding for Phase 2B construction is secured and that the flood control, environmental restoration and recreation benefits are realized for the community adjacent to Phase 2B of the Project. Additionally, the ability to quickly address necessary utility relocations, adjustments or protection minimizes construction costs and traffic impacts.

**Additional Fiscal Information**

Under the Project Cooperation Agreement, the District is required to provide for utility relocations, adjustments or protection for the Project. It is currently estimated that the necessary utility relocations, adjustments or protection for Phase 2B construction may cost up to Three Million Five Hundred Thousand Dollars (\$3,500,000). Sufficient funding is available in the District's Zone 7 budget for FY 2024-2025 and will be included in the proposed budget in future years as appropriate and necessary.

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Funding Summary

\$ 3,000,000	Fiscal Year 2024-2025
\$ 250,000	Fiscal Year 2025-2026
\$ 250,000	Fiscal Year 2026-2027 to Fiscal Year 2029-2030
<hr/>	
\$ 3,500,000	Maximum District Contribution

**SOURCE OF FUNDS:** (Continued)

1. 525440 -25170-947520 – Zone 7 Const-Maint-Misc/ Professional Services

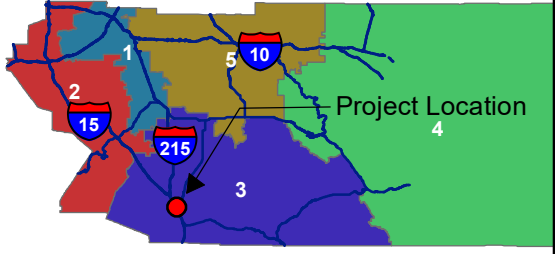
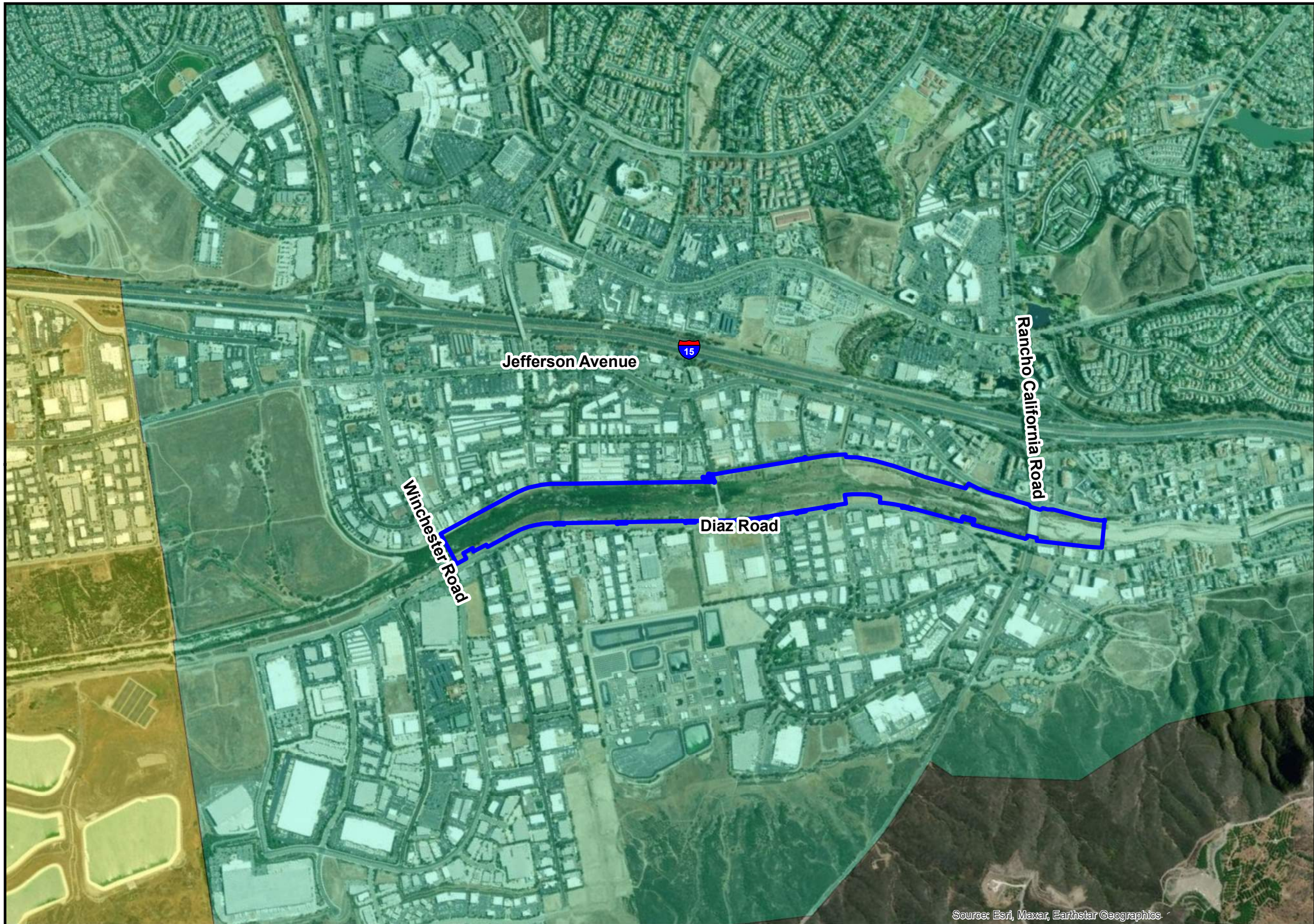
**ATTACHMENTS:**

1. Vicinity Map
2. Sample Southern California Gas Company Collectible Work Authorization

RMG:bad  
P8/257084

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst 7/23/2024

  
\_\_\_\_\_  
Aaron Gettis, Chief of Deputy County Counsel 7/22/2024



**Notes:**  
 Murrieta Creek Flood Control, Environmental Restoration, and Recreation Project - Phase 2B

- Legend**
- Phase 2B Limits
  - City of Temecula
  - City of Murrieta

Source: Esri, Maxar, Earthstar Geographics

**RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT**  
**Vicinity Map**  
 Supervisorial District 3



Project No:	7-0-00021
Engineer:	RLD
Date Created:	7/17/2024



# SOUTHERN CALIFORNIA GAS COMPANY COLLECTIBLE WORK AUTHORIZATION

Date Prepared \_\_\_\_\_  
Estimate Prepared By \_\_\_\_\_

Design # \_\_\_\_\_  
MIL \_\_\_\_\_

Notification # : \_\_\_\_\_  
MCU Order # \_\_\_\_\_  
Phone # \_\_\_\_\_

**Purchaser Name and Job Address**  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
Phone # \_\_\_\_\_  
Purchaser's SS# \_\_\_\_\_

**Billing Name and Address, If Different**  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_  
Phone # \_\_\_\_\_  
Or Federal Tax ID # \_\_\_\_\_

**Purchaser requests and authorizes The Gas Company to perform the following work:**

\_\_\_\_\_

TOTAL COMPANY LABOR	TOTAL MATERIALS	TOTAL THIRD PARTY CHARGES (Including Contractor Labor)	TOTAL PAVING PERMIT, & OTHER	SUBTOTAL	ITCCA	TOTAL ESTIMATES
\$ _____	_____	\$ _____	\$ _____	\$ _____	_____	\$ _____

Purchaser agrees to pay The Gas Company the actual cost - the estimated amount is due and payable in advance and any additional balance within 30 days of invoice

The estimated cost of the Work is furnished only for the convenience of the Purchaser. It is intended to reflect The Gas Company's general past experience of the cost of similar work under favorable conditions. Because of unforeseen contingencies and other factors, the actual cost may be considerably higher or lower than this estimate. Therefore, the estimate is not a warranty by The Gas Company of the actual cost. The actual cost shall include overhead costs contained in The Gas Company's appropriate billing formula. Purchaser agrees to pay within 30 days of invoice any additional amounts whenever The Gas Company determines the cost of Work completed exceeds any amounts previously paid. When labor costs exceed the estimate, The Gas Company may, but is not obligated to notify Purchaser, and cease all Work until approval for the increased cost is obtained from Purchaser. If the total actual cost is less than the deposit(s), The Gas Company will refund the difference (without interest). Purchaser agrees that if The Gas Company brings any action to enforce the provisions of this Agreement, it shall be entitled to recover its attorney's fees and costs, in addition to any other relief to which it is entitled.

Purchaser agrees that any excavation made by Purchaser that is to be entered by Gas Company employees, agents or subcontractors shall conform to all requirements of the State of California construction safety orders, particularly the provisions of Article 6, Sections 1539 through 1547, which relate to the safe construction of trenches and excavations. Purchaser further agrees to take all reasonable care in protecting The Gas Company's property from damage, including the use of procedures which will not place any undue strain on pipes during excavation and backfill or cause damage to pipe protective coatings.

Purchaser shall indemnify, defend and hold harmless The Gas Company from and against any and all liability of every kind and nature for - (i) injury to or death of persons, including without limitation, employees or agents of The Gas Company or of Purchaser, (ii) damage, destruction or loss, consequential or otherwise, to or of any and all property, real or personal, including without limitation, property of The Gas Company, Purchaser or any other person, (iii) violation of local, state or federal laws or regulations (excluding environmental laws or regulations), and (iv) including attorney's fees incurred in defending against such liability or enforcing this provision - resulting from or in any manner arising out of or in connection with the performance of the Work including the indemnity obligations imposed on The Gas Company by the owner of the Job Address if other than Purchaser, by the local jurisdiction in which the Work is performed or which issues a permit for any part of the Work, excepting only those liabilities arising from the sole negligence or willful misconduct of The Gas Company or its agents compared to any other person.

Purchaser shall indemnify, defend and hold The Gas Company harmless from and against any and all liability (including attorney's fees incurred in defending against such liability or in enforcing this provision) arising out of or in any way connected with the violation of or compliance with any local, state or federal environmental law or regulation as a result of pre-existing conditions at the Job Address, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or groundwater, hazardous or non-hazardous, removed from the ground as a result of the Work ("Pre-Existing Environmental Liability"), including but not limited to liability for the costs, expenses and legal liability for the environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state or federal law or regulation, attorney's fees, disbursements, and other response costs. As between Purchaser and The Gas Company, Purchaser agrees to accept full responsibility for and bear all costs associated with Pre-Existing Environmental Liability. Purchaser agrees that The Gas Company may stop Work, terminate the Work, redesign it to a different location or take other action reasonably necessary to complete the Work without incurring any Pre-Existing Environmental Liability.

AGREED AND ACCEPTED \_\_\_\_\_  
(DATE)

PURCHASER \_\_\_\_\_  
(NAME OF COMPANY)

THE GAS COMPANY BY \_\_\_\_\_  
NAME(PRINT)  
\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PURCHASER OR AUTHORIZED REPRESENTATIVE(PRINT) TITLE  
\_\_\_\_\_  
SIGNATURE OF PURCHASER OR AUTHORIZED REPRESENTATIVE

AMOUNT RECEIVED

PAYMENT INFORMATION

CASH  CHECK CHECK # \_\_\_\_\_

DATE PAYMENT TURNED IN

BY(NAME OF EMPLOYEE)

PAYMENT TURNED IN AT