

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



ITEM: 14.2
(ID # 26830)

MEETING DATE:

Tuesday, January 14, 2025

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District and Lake Hemet Municipal Water District for Little Lake MDP Line B, Stage 2, Little Lake MDP Line B-1, Stage 2, Little Lake MDP Line B-2, Stage 1 and Little Lake MDP Line B-3, Stage 1, Project Nos. 4-0-00265, 4-0-00266, 4-0-00267 and 4-0-00268, CEQA Exempt per CEQA Guidelines Section 15061(b)(3), District 3. [\$1,600,000 Total Cost – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Cooperative Agreement ("Agreement") is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the Agreement between the Riverside County Flood Control and Water Conservation District ("District") and the Lake Hemet Municipal Water District ("LHMWD");
3. Authorize the Chair of the District's Board of Supervisors to execute the Agreement documents on behalf of the District;
4. Authorize the District's General Manager-Chief Engineer to approve, sign and execute any future non-substantive amendments to the Agreement for the project that do not increase the cost to the District and do not materially change the scope of services, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return two (2) copies of the executed Agreement to the District.

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 12/31/2024

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: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 14, 2025
xc: Flood

Kimberly A. Rector
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,600,000	\$ 0	\$ 1,600,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 25140-947460-536200 Contribution to Non-County Agency – Zone 4 (100%)			Budget Adjustment: No	
			For Fiscal Year: 24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The purpose of this Agreement is to contract with LHMWD to perform the administration, engineering and construction of utility relocations in support of the District's proposed Little Lake MDP Line B, Stage 2, Little Lake MDP Line B-1, Stage 2, Little Lake MDP Line B-2, Stage 1 and Little Lake MDP Line B-3, Stage 1 ("Project"). Under this Agreement, the District will contribute funding toward the construction of utility relocations of certain LHMWD owned water line facilities.

The Agreement sets forth the terms and conditions by which LHMWD will relocate approximately 3,600 lineal feet of said water lines located within South Meridian Street that are in conflict with the Project in an expedited manner. Since LHMWD has established its prior rights, the District is responsible for the necessary utility relocations. The relocation of these certain LHMWD facilities is necessary in order for the District to proceed with the construction of the Project located within unincorporated western Riverside County. The District will benefit from LHMWD's expertise in design and relocation of its facilities.

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

Environmental Findings

Execution of the Agreement is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), 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. This Agreement would not authorize any development, construction, maintenance, operation or any other activity that would have the potential to result in any significant effect on the environment.

Impact on Residents and Businesses

The District's financial contribution toward the Project is funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. Upon the completion of the relocation, the water lines will no longer conflict with the storm drain plans for the Project. Ancillary benefits will accrue to the public who will utilize the roadways.

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Additional Fiscal Information

The District is providing up to \$1,600,000 in funding to LHMWD for the water line relocations. The District will ensure sufficient funding is secured for the relocation prior to construction contract award. Actual costs will be determined based upon actual invoices received but not to exceed the contract amount.

Funding Summary

Estimated Construction Contribution	\$1,500,000
Estimated Construction Change Order	\$ 100,000
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Total Estimated District Cost	\$1,600,000

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement

AGR:blj
P8/260037



Douglas Cordonez Jr. 1/6/2025



Aaron Gettis, Chief of Deputy County Counsel 12/31/2024

COOPERATIVE AGREEMENT

Little Lake MDP Line B, Stage 2
 Little Lake MDP Line B-1, Stage 2
 Little Lake MDP Line B-2, Stage 1
 Little Lake MDP Line B-3, Stage 1
 Project Nos. 4-0-00265, 4-0-00266,
 4-0-00267 and 4-0-00268

This Cooperative Agreement ("Agreement"), dated as of January 14, 2025, is entered into by and between the Riverside County Flood Control and Water Conservation District, a body corporate and politic ("DISTRICT") and Lake Hemet Municipal Water District, a municipal corporation ("LHMWD"). DISTRICT and LHMWD are individually referred to herein as "Party" and collectively referred to herein as the "Parties". The Parties hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for and now plans to design, construct and subsequently operate and maintain certain flood control facilities to collect and convey stormwater runoff for the Little Lake MDP Line B, Stage 2, Little Lake MDP Line B-1, Stage 2, Little Lake MDP Line B-2, Stage 1, and Little Lake MDP Line B-3, Stage 1 ("STORM DRAIN"), as shown on DISTRICT's Drawing No. 4-1181; and

B. STORM DRAIN will provide for the 100-year flood protection to the community; and collect storm runoff along the project reach and convey the flows to the existing Little Lake MDP Line B, Stage 1 facility at Florida Avenue/Highway 74, which is located in the unincorporated Western Riverside County; and

C. Within STORM DRAIN area, LHMWD owns, operates, and maintains existing waterlines and appurtenances located within South Meridian Street. DISTRICT has determined approximately 3,600 lineal feet of said water lines are conflicting with STORM DRAIN and, therefore, must be relocated as set forth in Exhibit "A", attached hereto and made a part hereof, and are hereinafter called "WATER LINE

RELOCATION"; and

D. LHMWD is willing to prepare or cause to be prepared the necessary plans and specifications for WATER LINE RELOCATION, hereinafter called "WATER LINE RELOCATION PLANS"; and

E. In the spirit of mutual cooperation, LHMWD is willing to absorb the design and administration costs for WATER LINE RELOCATION. DISTRICT is willing to bear responsibility for direct construction costs associated with WATER LINE RELOCATION including any unforeseen conditions that cause additional work related to WATER LINE RELOCATION; and

F. DISTRICT acknowledges that LHMWD has superior rights, and that all construction costs associated with the necessary WATER LINE RELOCATION are DISTRICT's responsibility; and

G. DISTRICT has included the sum of One Million Six Hundred Thousand Dollars (\$1,600,000) in its Fiscal Year 2024/2025 budget, for the purpose of contributing funds to LHMWD's construction of WATER LINE RELOCATION, hereinafter called "DISTRICT TOTAL CONTRIBUTION". DISTRICT TOTAL CONTRIBUTION shall be as follows:

- i. One hundred percent (100%) of the bid contract price for WATER LINE RELOCATION, hereinafter called "WATER LINE RELOCATION BID", estimated to be One Million Five Hundred Thousand Dollars (\$1,500,000).
- ii. One hundred percent (100%) of construction contract change order cost, in the event of changed or unforeseen field conditions during construction related to WATER LINE RELOCATION. The sum of all DISTRICT approved change

orders shall not exceed One Hundred Thousand Dollars (\$100,000).

- iii. In the event that unforeseen circumstances result in escalation of WATER LINE RELOCATION cost beyond that provided herein, pursuant to the acknowledgment of responsibility in Recital E and F above, DISTRICT is willing to bring an amended reimbursement agreement to its Board of Supervisors for approval; and

H. DISTRICT is willing to make an initial contribution to LHMWD, hereinafter called "INITIAL CONTRIBUTION", of an amount equal to fifty percent (50%) of WATER LINE RELOCATION BID; and

I. DISTRICT TOTAL CONTRIBUTION, which includes both WATER LINE RELOCATION BID, INITIAL CONTRIBUTION, and the sum of all DISTRICT approved change orders, shall not exceed One Million Six Hundred Thousand Dollars (\$1,600,000); and

J. DISTRICT and LHMWD acknowledge it is in the best interest of the public to proceed with the construction of STORM DRAIN at the earliest possible date; and

K. The purpose of this Agreement is to memorialize the mutual understandings by and between LHMWD and DISTRICT with respect to the construction, engineering, and administration required to complete the necessary WATER LINE RELOCATION in support of DISTRICT's STORM DRAIN project.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the 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

LHMWD shall:

1. Act as a Responsible Agency under the California Environmental Quality Act ("CEQA"), taking all necessary and appropriate action to comply with CEQA.
2. Prepare WATER LINE RELOCATION PLANS, at its sole cost and expense.
3. Provide DISTRICT an opportunity to review and approve WATER LINE RELOCATION PLANS and its contract documents prior to advertising for construction bids.
4. Advertise, award, and administer a public works construction contract for WATER LINE RELOCATION at its sole cost and expense in compliance with applicable state law, including the Public Contract Code and LHMWD's Municipal Code.
5. Construct or cause to be constructed, WATER LINE RELOCATION pursuant to an LHMWD administered contract in accordance with DISTRICT approved WATER LINE RELOCATION PLANS.
6. Prior to awarding a public works construction contract for WATER LINE RELOCATION, provide DISTRICT with seven (7) calendar days following construction bid opening to review and approve or reject bids for construction of WATER LINE RELOCATION.
7. Not permit any change to or modification of WATER LINE RELOCATION PLANS without the prior written permission and consent of DISTRICT after WATER LINE RELOCATION has been advertised.
8. Upon award of construction contract for WATER LINE

RELOCATION, invoice DISTRICT for INITIAL CONTRIBUTION amount.

9. In the event changed or unforeseen field conditions are encountered during construction that warrant additional work associated with WATER LINE RELOCATION, submit a written request to DISTRICT for approval prior to authorizing such construction.

10. Keep an accurate accounting of all actual construction costs associated with WATER LINE RELOCATION and provide DISTRICT with a final accounting of WATER LINE RELOCATION cost. The final accounting of construction costs shall include a detailed breakdown of all costs, including, but not limited to, payment vouchers, DISTRICT approved change orders and other such construction contract documents and will be included when invoicing DISTRICT.

11. Upon acceptance of WATER LINE RELOCATION construction as being complete, provide DISTRICT with a copy of the recorded Notice of Completion and a reproducible duplicate set of "record drawings" of WATER LINE RELOCATION PLANS.

12. Cover all expenses incurred for the construction of WATER LINE RELOCATION, prior to receiving final lump sum payment of DISTRICT TOTAL CONTRIBUTION.

13. Upon completion of WATER LINE RELOCATION construction and settlement of any outstanding claims, provide DISTRICT (Attention: Design I Section) with a final invoice for remaining lump sum portion of DISTRICT TOTAL CONTRIBUTION for WATER LINE RELOCATION. The invoice shall include a detailed breakdown of all actual construction documents set forth in Section I.10.

14. Upon completion of WATER LINE RELOCATION construction, LHMWD shall own, operate, and maintain WATER LINE RELOCATION.

15. Endeavor to complete construction of WATER LINE RELOCATION before March 31, 2025, unless any delays are caused by DISTRICT, work stoppages, force majeure, inability to obtain material, and acts of God.

16. 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 California Public Contract Code, 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

DISTRICT shall:

1. Review and approve WATER LINE RELOCATION PLANS prior to LHMWD's final approval. DISTRICT shall respond to LHMWD within seven (7) calendar days.
2. Within seven (7) calendar days following LHMWD's public works construction bid opening, review and approve or reject bids for construction of WATER LINE RELOCATION. DISTRICT may only reject bids found to be unreasonably high and shall not unreasonably withhold its approval of contract.
3. Within thirty (30) calendar days of the receipt of invoice from LHMWD, pay LHMWD the INITIAL CONTRIBUTION as set forth in Section I.8.
4. In the event changed or unforeseen field conditions associated with WATER LINE RELOCATION, pursuant to Recitals G.(iii) and Section I.9, DISTRICT shall review and approve or disapprove said request within five (5) working days following the receipt of LHMWD's written request.
5. Upon completion of WATER LINE RELOCATION construction,

settlement of any outstanding claims, receipt of LHMWD's recorded Notice of Completion, and a copy of "record drawings" of WATER LINE RELOCATION PLANS, DISTRICT shall remit the remainder of DISTRICT TOTAL CONTRIBUTION, not to exceed One Million Six Hundred Thousand Dollars (\$1,600,000), within thirty (30) calendar days of the receipt of the final invoice.

SECTION III

It is further mutually agreed:

1. All Recital set forth above are hereby incorporated herein by reference as if set forth fully in the body of this Agreement.
2. WATER LINE RELOCATION shall at all times remain solely owned by and the exclusive responsibility of LHMWD. Nothing herein shall be construed as creating any obligation or responsibility on the part of DISTRICT to operate, maintain or warranty WATER LINE RELOCATION.
3. Except as otherwise provided herein, all construction work involved with WATER LINE RELOCATION shall be inspected by DISTRICT and LHMWD and shall not be deemed complete until approved and accepted as complete by DISTRICT and LHMWD.
4. Except as otherwise provided herein, DISTRICT shall not be responsible for any additional repairs or improvements not shown on WATER LINE RELOCATION PLANS and as a result of WATER LINE RELOCATION construction.
5. DISTRICT and LHMWD each pledge to cooperate in regard to the operation and maintenance of their respective water systems 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' system.

6. DISTRICT shall indemnify, defend, save and hold harmless LHMWD (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.

7. LHMWD 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 LHMWD'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.

8. 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.

9. Any waiver by DISTRICT or LHMWD 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 LHMWD to require from any other Party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT or LHMWD from enforcing this Agreement.

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

11. 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 WATER CONSERVATION DISTRICT 1995 Market Street Riverside, CA 92501 Attn: Design I	LAKE HEMET MUNICIPAL AND WATER DISTRICT 26385 Fairview Avenue Hemet, CA 92544 Attn: Engineering Services Manager
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12. 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.

13. 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 this 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. Neither LHMWD nor DISTRICT shall assign this Agreement without the written consent of the other party.

14. 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.

15. 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.

16. The individual(s) executing this Agreement on behalf of Parties certify that they have the authority to enter into and execute this Agreement and have been authorized to do so by all boards of directors, or Board of Supervisors.

17. 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 amended or modified only upon the written consent of the Parties hereto.

18. No alternation or variation of the terms of this Agreement shall be valid unless made in writing and signed by both Parties and no oral understanding or agreement not incorporated herein shall be binding on either Party hereto.

19. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third Parties that are not Parties to this Agreement.

20. Time is of the essence in prosecuting the work contemplated under this Agreement. At any time during the term of this Agreement, DISTRICT may terminate this Agreement for convenience, including, but not limited to, LHMWD's failure to prosecute the work in a timely manner, upon providing LHMWD thirty (30) days written notice stating the extent and effective date of termination.

21. The obligation(s) of DISTRICT is limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution toward the STORM DRAIN as set forth herein. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify LHMWD in writing. The Agreement shall be deemed terminated and have no further force and effect immediately upon DISTRICT written notification to LHMWD as set forth herein Section III.11.

22. 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.

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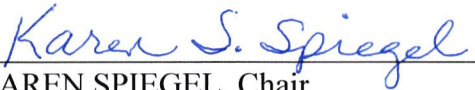
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

January 14, 2025 (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

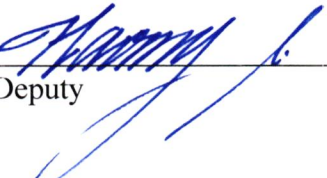
APPROVED AS TO FORM:

ATTEST:

MINH C. TRAN
County Counsel

KIMBERLY RECTOR
Clerk of the Board

By 
KRISTINE BELL-VALDEZ
Deputy County Counsel

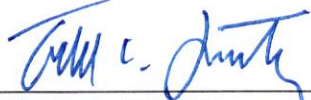
By 
Deputy
(SEAL)

Cooperative Agreement
Little Lake MDP Line B, Stage 2
Little Lake MDP Line B-1, Stage 2
Little Lake MDP Line B-2, Stage 1
Little Lake MDP Line B-3, Stage 1
Project Nos. 4-0-00265, 4-0-00266,
4-0-00267 and 4-0-00268
11/26/24
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RECOMMENDED FOR APPROVAL:

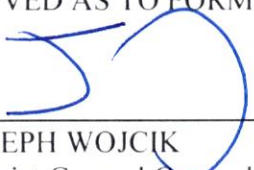
LAKE HEMET MUNICIPAL WATER DISTRICT

By 
MICHAEL A. GOW
General Manager

By 
TODD A. FOUTZ
President, LHMWD Board of Directors

APPROVED AS TO FORM:

ATTEST:

By 
JOSEPH WOJCIK
District General Counsel

By 
FRANK D. MARSHALL, III
Board Secretary

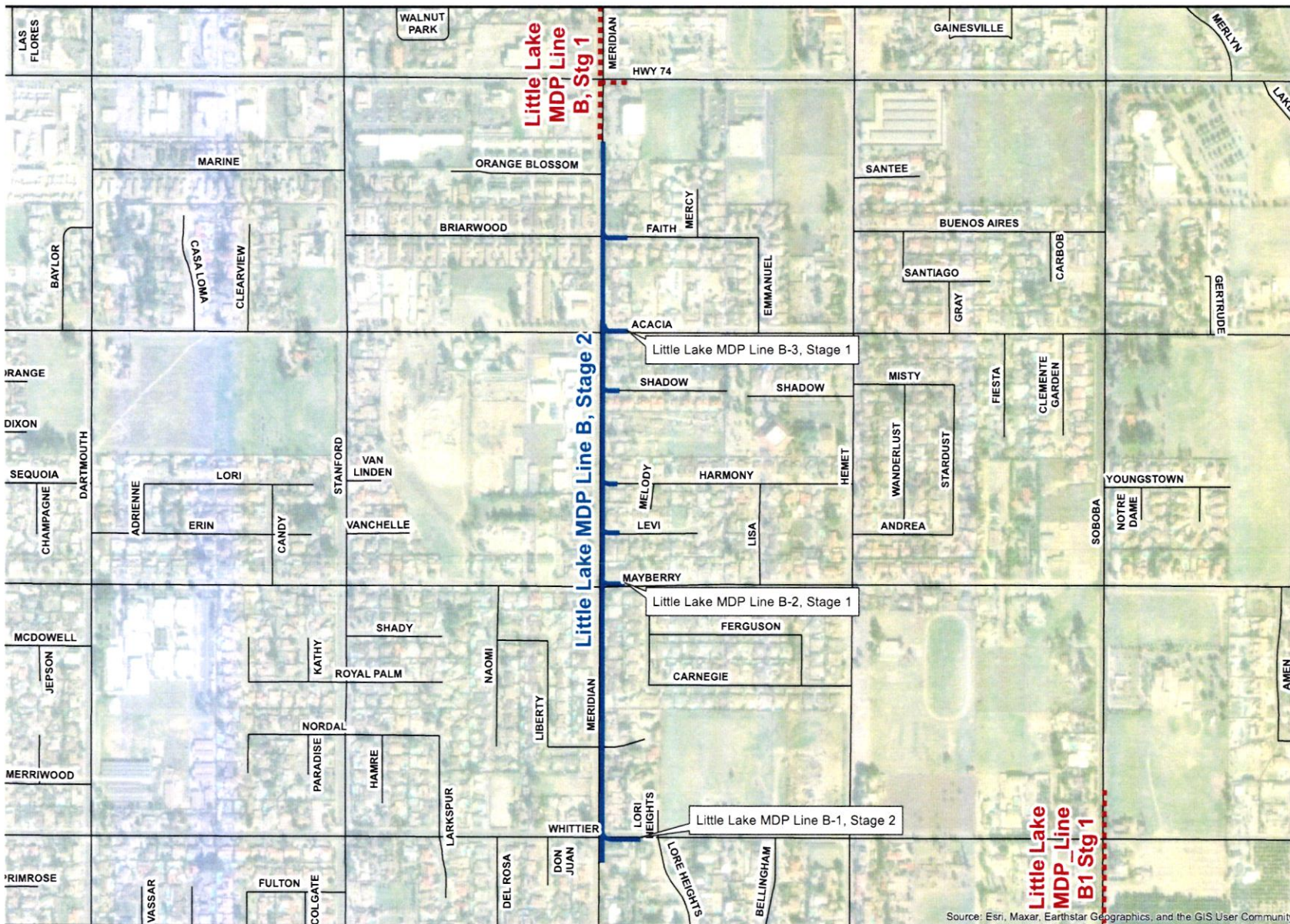
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Project Nos. 4-0-00265, 4-0-00266,
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11/26/24
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Exhibit A

Legend

- Proposed Underground District Facility
- Existing Underground District Facility



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

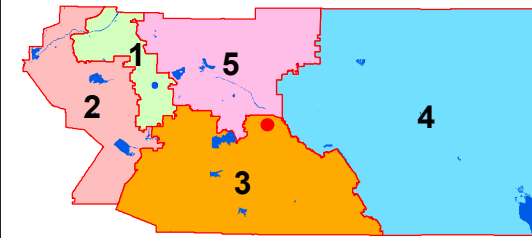
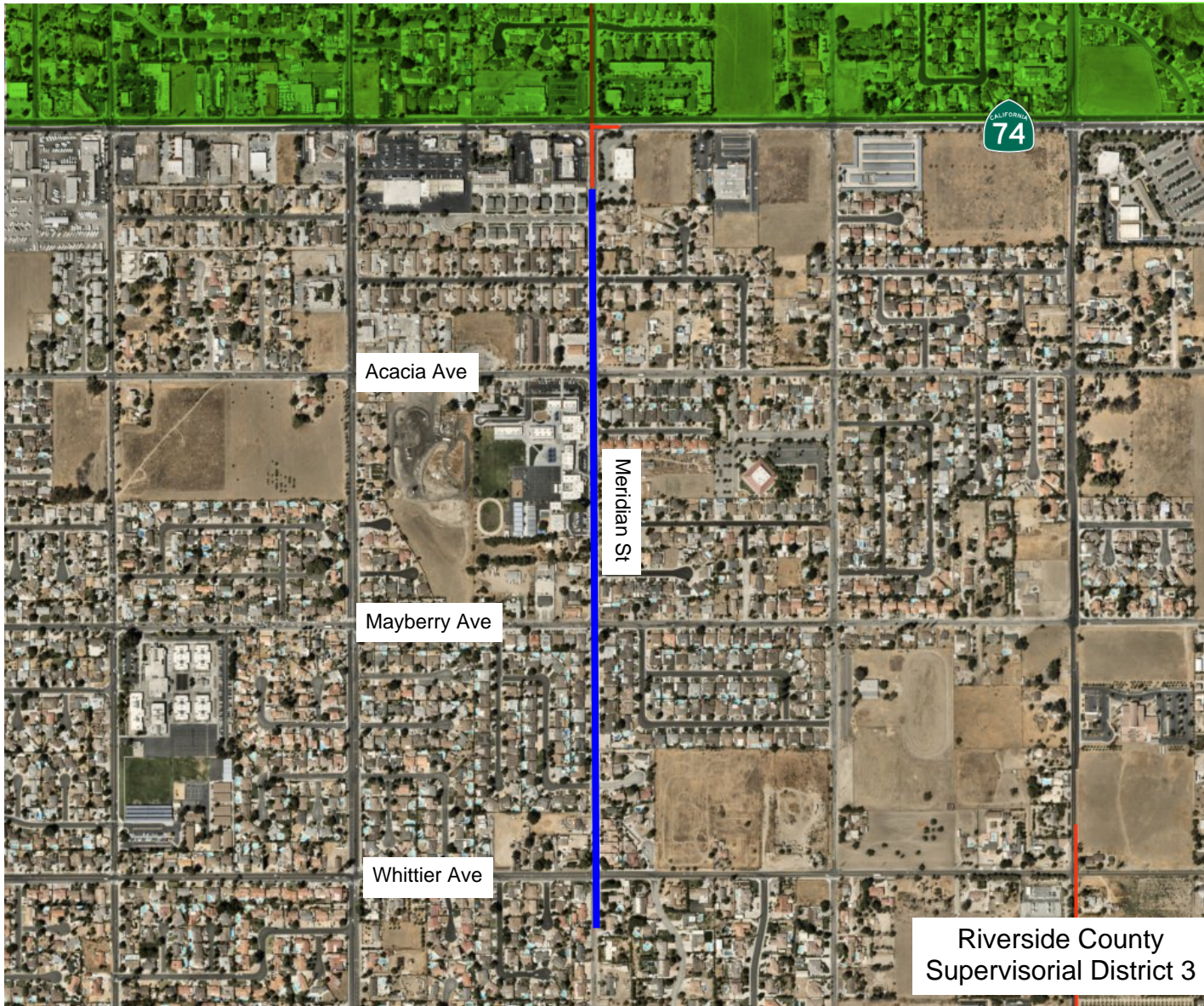


RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

Little Lake MDP Line B, Stage 2

Supervisorial District 3





Legend

- Project Vicinity
- Existing Facilities
- Supervisorial District 3
- City of Hemet

Description

Little Lake MDP Line B, Stage 2
 Little Lake MDP Line B-1, Stage 2
 Little Lake MDP Line B-2, Stage 1
 Little Lake MDP Line B-3, Stage 1
 Project Nos. 4-0-00265, 4-0-00266,
 4-0-00267 and 4-0-00268

VICINITY MAP

