

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



ITEM: 14.2
(ID # 26373)

MEETING DATE:
Tuesday, January 28, 2025

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District and the County of Riverside, on Behalf of its Transportation Department, 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, Nothing Further is Required Under CEQA, District 3. [\$0] (Companion Item to MT Item No. 26727)

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Find** that approval of the Cooperative Agreement ("Agreement") and acceptance of the flood control facilities will not have a significant effect on the environment pursuant to the provisions of the California Environmental Quality Act ("CEQA") and that nothing further is required because all potentially significant effects have been adequately analyzed in an earlier adopted Mitigated Negative Declaration [Board Agenda Item No. 11.5] and the accompanying Notice of Determination;

Continued on Page 2

ACTION:Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

12/30/2024

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 28, 2025
xc: Flood, Transp.

Kimberly A. Rector
Clerk of the Board

By:
Deputy

(Companion item 3.30)

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

2. **Approve** the Agreement between the Riverside County Flood Control and Water Conservation District ("District") and the County of Riverside ("County");
3. **Authorize** the Chair of the District's Board of Supervisors to execute the Agreement documents on behalf of the District;
4. **Authorize** the General Manager-Chief Engineer or his designee to approve, sign and execute any future non-substantive amendments to the Agreement 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 one executed Agreement to the District and one executed Agreement to the County.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 24/25-28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Agreement sets forth the terms and conditions by which the District will design and construct 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 facilities ("Project"). The Project consists of approximately 4,000 feet of underground storm drain along Meridian Street between Florida Avenue/Highway 74 and Whittier Avenue. The Project is necessary to complete the backbone of the Line B system, which will allow for the future construction of additional master-planned storm drains that will extend easterly along Acacia Avenue, Mayberry Avenue and Whittier Avenue.

The Project will (i) provide flood control and drainage improvements, (ii) provide for the 100-year flood protection to the community and (iii) collect storm runoff along the Project's reach and convey the flows to the existing Little Lake MDP Line B, Stage 1 facility at Florida Avenue/Highway 74. The Agreement is needed for the County to grant the District the necessary rights to access, construct, operate and maintain the flood control facilities within County rights of way.

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

Upon construction completion of the Project, the District will assume ownership, operation and maintenance of the mainline storm drain systems that are greater than 36 inches in diameter for the Project. The County will assume ownership and responsibility for the operation and maintenance of the Project's associated catch basins, inlets, connector pipes and storm drain laterals that are 36 inches or less in diameter that are located within County held easements or rights of way.

County Counsel has approved the Agreement as to legal form. A companion item appears on the Riverside County Transportation Department's Agenda this same date.

Environmental Findings

A Mitigated Negative Declaration ("MND") and an accompanying Notice of Determination ("NOD") were prepared by the District and adopted for the Project by the District's Board of Supervisors on June 19, 2012 [Board Agenda Item No. 11.5]. The Agreement is an action in furtherance of the Project, and nothing further is required because this proposed action was adequately analyzed in the earlier adopted MND by this Board.

Prev. Agn. Ref.: 11.5 of 06/19/12

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 construction completion, this Project will (i) provide flood control and drainage improvements, (ii) provide adequate collection for the 100-year flow rates and (iii) 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.

Additional Fiscal Information

The engineer's estimate for the Project is estimated to be \$13,306,778; however, the final amount of the construction contract will be determined by competitive bidding through the California Public Works Contract Process. The District is funding all design, construction and its construction inspection costs for the flood control facility.

The District will ensure sufficient funding is secured for the Project prior to construction contract award by its Board of Supervisors. Future operation and maintenance costs associated with the mainline storm drain system will accrue to the District.

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement

AMR:blj
P8/259805


Douglas Ordóñez Jr. 1/6/2025


Aaron Gettis, Chief of Deputy County Counsel 1/2/2025

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 Jan. 28, 2025

is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("DISTRICT"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("COUNTY"), on behalf of its Transportation Department. DISTRICT and COUNTY are individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereto agree as follows:

RECITALS

A. DISTRICT has budgeted for and now plans to design and construct portions of the Little Lake Master Drainage Plan to (i) provide flood control and drainage improvements; (ii) provide for the 100-year flood protection to the community and (iii) collect storm runoff along 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 unincorporated Western Riverside County; and

B. Little Lake Master Drainage Plan facilities consist of the following segments:

- i. Little Lake MDP Line B, Stage 2 ("LINE B STAGE 2"), approximately 4,000 feet of underground storm drain system along Meridian Street between Florida Avenue/Highway 74 and Whittier Avenue;

- ii. Little Lake MDP Line B-1, Stage 2 ("LINE B-1 STAGE 2"), approximately 200 lineal feet of 78-inch reinforced concrete pipe in Whittier Avenue;
- iii. Little Lake MDP Line B-2, Stage 1 ("LINE B-2 STAGE 1"), approximately 90 lineal feet of 84-inch reinforced concrete pipe in Mayberry Avenue;
- iv. Little Lake MDP Line B-3, Stage 1 ("LINE B-3 STAGE 1"), approximately 100 lineal feet of 60-inch reinforced concrete pipe in Acacia Avenue;
- v. LINE B STAGE 2, LINE B-1 STAGE 2, LINE B-2 STAGE 1 and LINE B-3 STAGE 1 are hereinafter called "DISTRICT DRAINAGE FACILITIES", as shown on DISTRICT Drawing No. 4-1181 and in concept in blue on Exhibit "A", attached hereto and made a part hereof; and

C. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of various catch basins, inlets, connector pipes and storm drain that are 36-inches or less in diameter located within COUNTY rights of way ("COUNTY APPURTENANCES"); and

D. DISTRICT DRAINAGE FACILITIES and COUNTY APPURTENANCES are hereinafter altogether called "PROJECT"; and

E. PROJECT is necessary to complete the backbone of the Line B system, which will allow for the future construction of additional master-planned storm drains that will extend easterly along Acacia Avenue, Mayberry Avenue and Whittier Avenue. However, until

the future planned facilities are constructed, only the neighborhoods west of Meridian Street along the project alignment will have flood protection during moderate storm events; and

F. DISTRICT and COUNTY acknowledge it is in the best interest of the public to proceed with the construction of PROJECT at the earliest possible date; and

G. The purpose of this Agreement is to memorialize the mutual understandings by and between DISTRICT and COUNTY with respect to design, construction, inspection, funding, ownership, operation and maintenance of 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

DISTRICT shall:

1. Pursuant to the California Environmental Quality Act ("CEQA"), act as the Lead Agency and assume responsibility for the preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.
2. Prepare or cause to be prepared plans and specifications for PROJECT ("IMPROVEMENT PLANS") in accordance with applicable DISTRICT and COUNTY standards.
3. At its sole cost and expense, prepare or cause to be prepared all rights of way and easement documents, legal and plats, aerial topography and survey control, including any requests for waivers and variances from policies ("RIGHTS OF WAY"), deemed necessary for the construction, operation and maintenance of PROJECT.

4. Prior to commencing construction, obtain at its sole cost and expense all necessary permits, approvals or agreements required by any federal, state and local resource or regulatory agencies pertaining to the construction, operation and maintenance of DISTRICT FACILITIES. Such documents may include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority and are exclusive of any permits required for water rights ("REGULATORY PERMITS").

5. Prior to commencing construction of PROJECT, secure all necessary RIGHTS OF WAY, rights of entry and temporary construction easements necessary to construct, inspect and operate and maintain PROJECT.

6. Secure, at its sole cost and expense, all necessary permits, approvals, licenses or agreements required by any federal, state or local resource or regulatory agencies pertaining to the construction, operation and maintenance of PROJECT.

7. Prior to advertising PROJECT for public works construction contract bids, submit IMPROVEMENT PLANS to COUNTY for its review, comment and approval, as appropriate.

8. Advertise, award and administer PROJECT pursuant to the applicable provisions of the California Public Contract Code.

9. Provide COUNTY with written notice that DISTRICT awarded a construction contract for PROJECT.

10. Within thirty (30) business days of the effective date of the construction contract, pay the Western Riverside County Regional Conservation Authority for the costs associated with the Multiple Species Habitat Conservation Plan, which is either the lesser of (i)

three percent (3%) of the lowest responsible bid price or (ii) three percent (3%) of lowest responsible bid price less the value of applicable PROJECT-specific mitigation.

11. Prior to commencing PROJECT construction, schedule and conduct a pre-construction meeting between DISTRICT, COUNTY and other affected entities. DISTRICT shall notify COUNTY at least twenty (20) days prior to conducting the pre-construction meeting.

12. Furnish COUNTY, at the time of providing written notice for the pre-construction meeting, with a construction schedule which shall show the order and dates in which DISTRICT or DISTRICT's contractor proposes to carry on the various parts of work, including estimated start and completion dates.

13. Construct or cause to be constructed PROJECT pursuant to a DISTRICT administered public works construction contract in accordance with IMPROVEMENT PLANS approved by DISTRICT and COUNTY, and pay all costs associated therewith.

14. Inspect or cause to be inspected construction of PROJECT.

15. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations, including regulations concerning confined space and maintain a safe working environment for all DISTRICT and COUNTY employees on the site.

16. Require its construction contractor(s) to include COUNTY as an additional insured under the liability insurance coverage for PROJECT, and also require its construction contractor(s) to include COUNTY as a third-party beneficiary of any and all warranties of the contractor's work with regard to COUNTY APPURTENANCES.

17. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as COUNTY accepts ownership and responsibility for operation and maintenance of COUNTY APPURTENANCES as set forth in Section II. 8.

18. Within two (2) weeks of completing PROJECT construction, provide

COUNTY with written notice that PROJECT construction is substantially complete and request the following:

- i. Conduct a final inspection of PROJECT, at its sole cost and expense;
and
- ii. Subsequently assume ownership and responsibility for operation and maintenance of COUNTY APPURTENANCES.

19. Upon DISTRICT's acceptance of PROJECT construction as complete, provide COUNTY with a copy of DISTRICT's Notice of Completion.

20. Upon DISTRICT's acceptance of PROJECT construction as complete, provide COUNTY with a reproducible duplicate set of "record drawings" of IMPROVEMENT PLANS.

21. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES, except for the COUNTY APPURTENANCES.

22. Ensure that all work performed pursuant to this Agreement by DISTRICT, its agents or contractors is done in accordance with all applicable laws and regulations, including, but not limited to, all applicable provisions of the Labor Code, Business and Professions Code, and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

SECTION II

COUNTY shall:

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

2. Review, comment and approve, as appropriate and at its sole cost, IMPROVEMENT PLANS prior to DISTRICT advertising PROJECT for construction bids.

3. Upon execution of this Agreement, grant DISTRICT the right to enter upon COUNTY property where necessary and convenient for the purpose of gaining access to and performing inspection service for the construction of PROJECT as set forth herein.

4. Issue, at no cost to DISTRICT or DISTRICT's contractor, the necessary encroachment permit(s) required to construct PROJECT.

5. Order the relocation of all utilities within COUNTY rights of way that conflict with the construction of PROJECT and which must be relocated at the utility company's expense.

6. Inspect PROJECT construction at its sole cost but provide any comments to DISTRICT personnel who shall be solely responsible for all communications with DISTRICT's contractor(s) during the construction of PROJECT.

7. Upon receipt of DISTRICT's written notice that PROJECT construction is substantially complete as set forth in Section I.18, conduct a final inspection of PROJECT.

8. Accept ownership and sole responsibility for the operation and maintenance of COUNTY APPURTENANCES upon:

- i. Receipt of DISTRICT's Notice of Completion as set forth in Section I.19; and
- ii. Receipt of a reproducible duplicate set of "record drawings" of related IMPROVEMENT PLANS for COUNTY APPURTENANCES as set forth in Section I.20.

9. Upon DISTRICT and COUNTY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and

covers located within COUNTY rights of way and jurisdiction, which must be performed at such time(s) that the finished grade along and above the underground portions of PROJECT are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION III

It is further mutually agreed:

1. Except as otherwise provided herein, all construction work involved with PROJECT shall be inspected by DISTRICT and shall not be deemed complete until approved and accepted as complete by DISTRICT.

2. Except as otherwise provided herein, DISTRICT shall not be responsible for any additional street repairs or improvements not shown in IMPROVEMENT PLANS and not as a result of PROJECT construction.

3. DISTRICT and COUNTY each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.

4. DISTRICT and COUNTY agree to indemnify each other as follows:

- a. COUNTY shall indemnify, defend, save and hold harmless DISTRICT (including its 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 COUNTY's (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) negligence or willful misconduct related to this Agreement, performance under this Agreement or failure to comply with the requirements of this Agreement, including, but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorneys' fees or (d) any other element of any kind or nature whatsoever.

- b. DISTRICT shall indemnify, defend, save and hold harmless COUNTY (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 DISTRICT's (including its directors, 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.

- c. This indemnification provision shall survive termination or expiration of this Agreement until such a time as the statute of limitations shall run for any claims that may arise out of this Agreement.

5. Any waiver by DISTRICT or by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of DISTRICT or COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT or COUNTY from enforcement hereof.

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

7. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Design I Section

COUNTY OF RIVERSIDE
4080 Lemon Street, 8th Floor
Riverside, CA 92502-1090
Attn: Transportation Department
Plan Check Section

8. 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.

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. 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.

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 or action based upon the provisions of this Agreement.

12. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

13. 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.

14. Neither DISTRICT nor COUNTY shall assign this Agreement without the written consent of the other Party. Any attempt to delegate or assign any interest herein shall be deemed void and of no effect.

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

16. 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.

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

January 28, 2025
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By Edwin Quinonez
for JASON E. UHLEY
General Manager-Chief Engineer

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT,
a body corporate and politic**

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

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By Ryan Yabko
for RYAN YABKO
Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By Kimberly Rector
Deputy
(SEAL)

Cooperative Agreement with County of Riverside
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
10/21/24
AMR:mm

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By

DENNIS ACUNA

Director of Transportation

By

V. MANUEL PEREZ

Chairman
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

By

MINH C. TRAN

County Counsel

By

KIMBERLY RECTOR

Clerk of the Board

(SEAL)

Cooperative Agreement with County of Riverside

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

10/21/24

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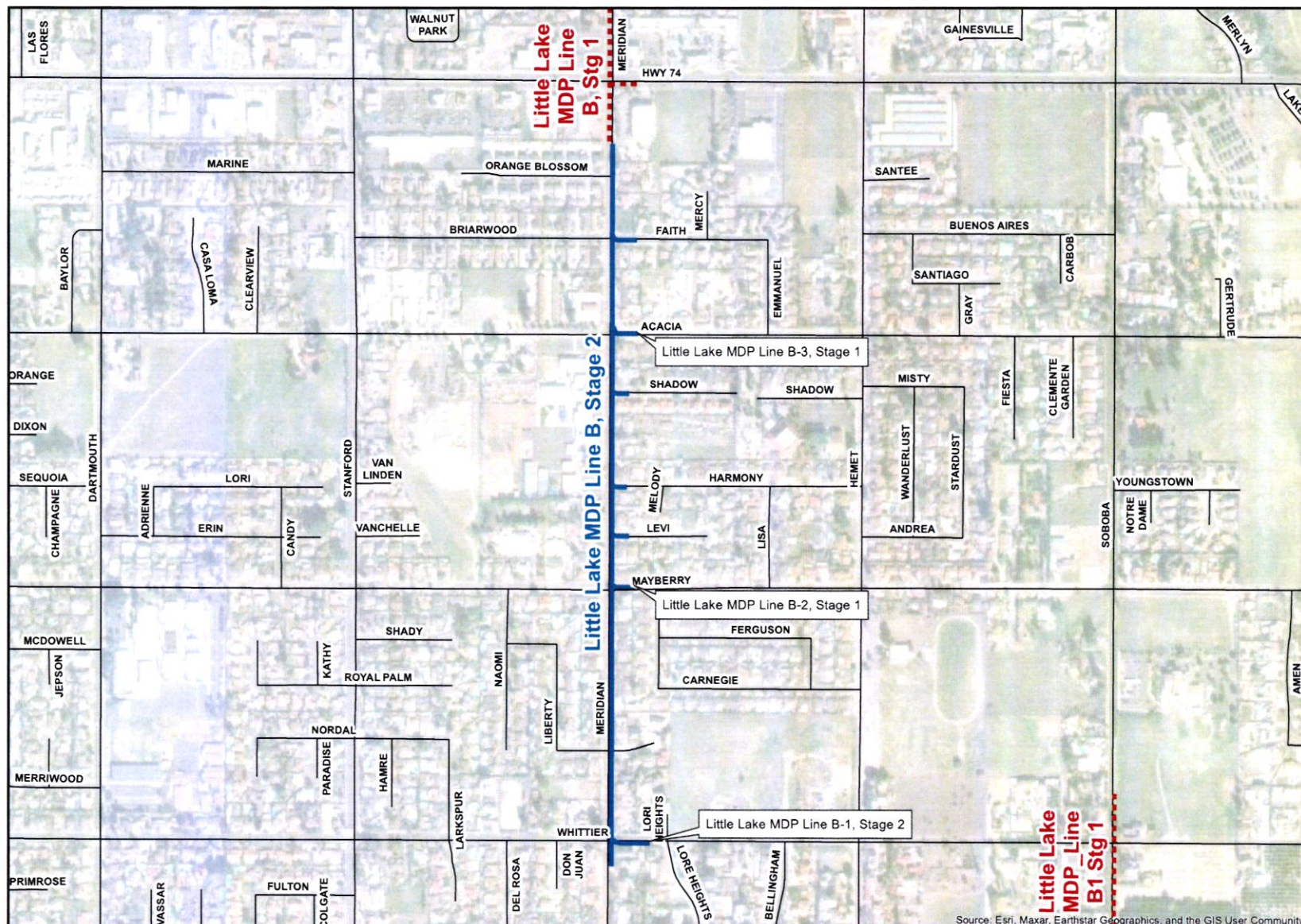


EXHIBIT A

Legend

- Proposed Underground District Facility
- - - Existing Underground District Facility

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

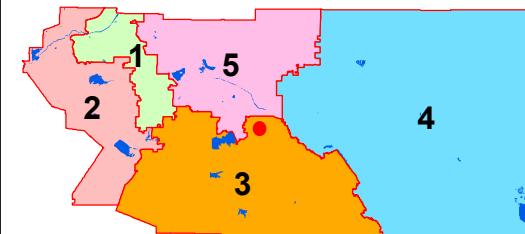
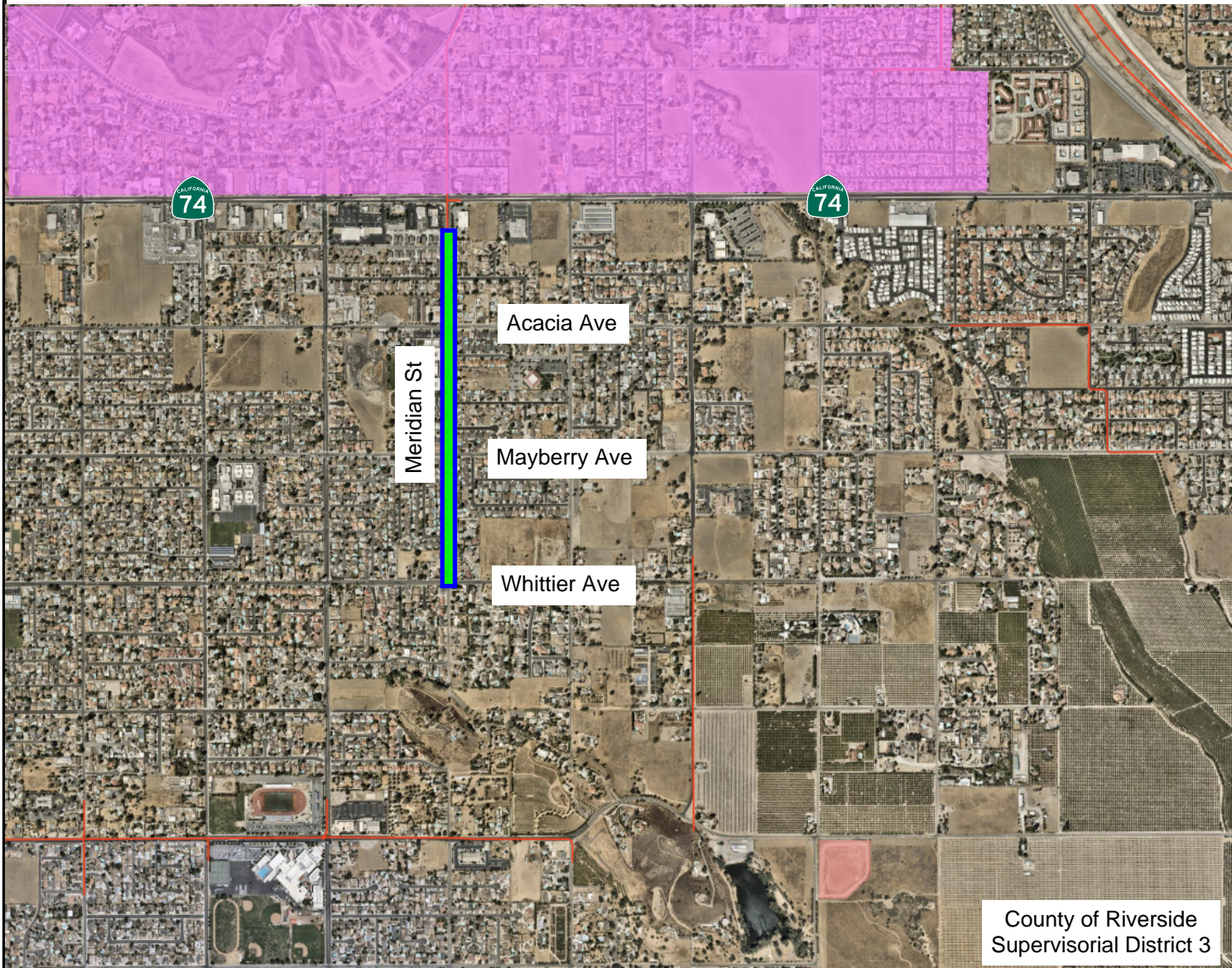


RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

Little Lake MDP Line B, Stage 2

Supervisory District 3





Legend

- Supervisorial District
- Project Vicinity
- Existing Facilities
- 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

