

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

615 B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
July 21, 2009

**SUBJECT:** Norco MDP Line NA-3 – Project No. 2-0-0075  
Norco MDP Line N-1, Stage 2 – Project No. 2-0-0143-02  
Cooperative Agreement

**RECOMMENDED MOTION:**

Approve the Cooperative Agreement between the District and the City of Norco; and authorize the Chairman to execute the Agreement documents on behalf of the District.

**BACKGROUND:**

The Agreement sets forth the terms and conditions by which the District will design and construct both projects.

The District is funding all construction and construction inspection costs. Upon completion of project construction, the District will assume ownership, operation and sole responsibility for the operation and maintenance of Norco MDP Line NA-3. Future operation and maintenance cost for Norco MDP Line NA-3 will accrue to the District.

The City of Norco is granting the District the necessary rights to construct, operate and maintain the project within road rights of way and, upon completion of project construction, will assume ownership, and sole responsibility for the operation and maintenance of City drainage facilities which include Norco MDP Line N-1, Stage 2 and certain catch basins, inlets and connector pipes for both projects.

County Council has approved the Agreement as to legal form.

*Steve Thomas*

TLC:blj

*FOR* **WARREN D. WILLIAMS**  
General Manager-Chief Engineer

|                       |                             |     |                         |     |
|-----------------------|-----------------------------|-----|-------------------------|-----|
| <b>FINANCIAL DATA</b> | Current F.Y. District Cost: | N/A | In Current Year Budget: | N/A |
|                       | Current F.Y. County Cost:   | N/A | Budget Adjustment:      | N/A |
|                       | Annual Net District Cost:   | N/A | For Fiscal Year:        | N/A |

|                             |   |                          |
|-----------------------------|---|--------------------------|
| <b>SOURCE OF FUNDS:</b> N/A | <b>Positions To Be Deleted Per A-30</b> | <input type="checkbox"/> |
|                             | <b>Requires 4/5 Vote</b>                | <input type="checkbox"/> |

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

APPROVE

BY: *Michael R. Shetler*  
Michael R. Shetler

**County Executive Office Signature**

- Dept't Recomm.:  Consent
- Per Exec. Ofc.:  Consent
- Policy

Prev. Agn. Ref.:

District: 2nd

Agenda Number:

**11.5**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY-COUNSEL  
BY: *Neal R. Kipnis* DATE: \_\_\_\_\_  
Departmental Concurrence

COOPERATIVE AGREEMENT  
NORCO MDP LINE NA-3 (Project No. 222-2-8-00075-01)  
NORTH NORCO CHANNEL Line N-1, Stage 2 (Project No. 222-2-8-0143-02)

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "DISTRICT" and the CITY OF NORCO, hereinafter called "CITY", agree as follows:

RECITALS

A. DISTRICT has planned and budgeted for the design and construction of Norco Master Drainage Plan Line NA-3 storm drain, hereinafter called "STORM DRAIN", and Norco Channel Line N-1, Stage 2 storm drain, hereinafter called "LINE N-1", located city of Norco; and

B. STORM DRAIN consists of approximately 1,470 lineal feet of underground storm drain located in Pedley Avenue between 5<sup>th</sup> Street and 6<sup>th</sup> Street as shown in concept blue on Exhibit "B", attached hereto and made a part hereof. At its downstream terminus STORM DRAIN connects to DISTRICT'S existing North Norco Channel, as shown in District Drawing No. 2-219; and

C. LINE N-1 consists of two segments (i) approximately 1,183 lineal feet of underground storm drain located in 7<sup>th</sup> Street between Pedley Avenue and California Avenue and (ii) approximately 994 lineal feet of underground storm drain located in California Avenue between 7<sup>th</sup> Street and Proctor Lane. Both segments are shown in concept in red on Exhibit "C", attached hereto and made a part hereof. At its downstream terminus LINE N-1 connects to DISTRICT'S existing North Norco Channel Line N-1, Stage 1, as shown in District Drawing No. 2-190; and

D. Associated with the construction of STORM DRAIN and LINE N-1 is the construction of certain catch basins, inlets and connector pipes within CITY'S rights of way,

1 hereinafter called "APPURTENANCES". Together, LINE N-1 and APPURTENANCES are  
2 hereinafter called CITY DRAINAGE FACILITIES. Together, STORM DRAIN and CITY  
3 DRAINAGE FACILITIES are hereinafter called "PROJECT"; and

4 E. DISTRICT and CITY agree to equally share the actual cost of potholing  
5 services, provided by CITY through its procurement process, for existing utilities that may be  
6 in conflict with LINE N-1 alignment; and

7 F. DISTRICT is willing to (i) prepare or cause to be prepared plans and  
8 specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS", (ii) provide CITY  
9 an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT'S final  
10 approval thereof and advertising for bids, (iii) prepare contract documents incorporating  
11 IMPROVEMENT PLANS and to advertise, award and administer a public works contract for  
12 the construction of PROJECT, (iv) fund all costs for the design, construction and contract  
13 administration of PROJECT except as set forth herein, (v) except as otherwise provided herein,  
14 relocate all sanitary sewers and all other utilities which must be relocated and which cannot be  
15 ordered relocated by the CITY at the utility company's expense, (vi) provide all construction  
16 surveys, materials testing and construction inspection necessary for construction of PROJECT,  
17 (vii) reimburse CITY, as set forth herein, its share of the actual cost for potholing services  
18 provided by CITY, and (viii) upon completion of PROJECT construction, assume ownership  
19 and sole responsibility for the operation and maintenance of STORM DRAIN; and

22 G. CITY is willing to (i) review and approve IMPROVEMENT PLANS prior to  
23 project construction, (ii) order the relocation of all utilities installed by permit or franchise  
24 within CITY rights of way which conflict with the construction of PROJECT and which must  
25 be relocated at the utility company's expense, (iii) grant DISTRICT the necessary rights to  
26 construct PROJECT, and operate and maintain STORM DRAIN within CITY rights of way,  
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1 (iv) provide, or cause to be provided, as directed by DISTRICT, potholing services for utilities  
2 that may be in conflict with construction of LINE N-1 alignment, and contribute its share for  
3 such services as set forth herein, and (v) upon completion of PROJECT construction, assume  
4 ownership and sole responsibility for the operation and maintenance of CITY DRAINAGE  
5 FACILITIES; and

6 H. It is in the public interest to proceed with the construction as set forth herein.

7 NOW, THEREFORE, DISTRICT and CITY mutually agree as follows:

8 SECTION I

9 DISTRICT shall:

- 10
- 11 1. Prepare, or cause to be prepared, IMPROVEMENT PLANS in accordance with  
12 DISTRICT and CITY standards prior to award of PROJECT construction contract.
  - 13 2. Provide CITY the opportunity to review and approve IMPROVEMENT PLANS  
14 prior to DISTRICT'S final approval thereof and prior to soliciting bids for PROJECT  
15 construction.
  - 16 3. Upon approval of IMPROVEMENT PLANS by CITY and DISTRICT, prepare  
17 the necessary contract documents, solicit bids and award a contract for PROJECT construction  
18 in accordance with the provisions of the Public Contract Code at DISTRICT sole cost and  
19 expense.
  - 20 4. Secure, at its sole cost and expense, all environmental and regulatory permits  
21 necessary to construct PROJECT including the applicable National Pollutant Discharge  
22 Elimination System General Permit for Stormwater Discharges Associated with Construction  
23 Activity.
  - 24 5. Construct PROJECT pursuant to a DISTRICT administered public works  
25 contract and pay all costs associated with PROJECT'S design, construction, materials testing,  
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1 construction inspection and surveys, contract administration and all other PROJECT costs  
2 except for those costs for potholing services as provided herein.

3 6. Upon DISTRICT'S acceptance of PROJECT construction as complete, accept  
4 ownership and sole responsibility for the operation and maintenance of STORM DRAIN.

5 7. Upon DISTRICT'S acceptance of PROJECT construction as complete, provide  
6 CITY with a reproducible copy of "as-built" IMPROVEMENT PLANS.

7 8. Pay CITY, within thirty (30) days of receipt of CITY'S invoice, for potholing  
8 services. DISTRICT will share 50% of the actual potholing costs with CITY as described on  
9 Exhibit "D" attached hereto and made a part hereof.  
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## 11 SECTION II

12 CITY shall:

13 1. Review and approve IMPROVEMENT PLANS prior to DISTRICT'S  
14 advertising for PROJECT construction bids.

15 2. Issue, at no cost to DISTRICT or DISTRICT'S contractor, the necessary  
16 Encroachment Permit(s) required to construct PROJECT.  
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18 3. Upon DISTRICT acceptance of PROJECT construction as being complete,  
19 accept sole responsibility for the adjustment of all PROJECT manhole rings, covers and grates  
20 located within CITY rights of way which must be performed at such time(s) that the finished  
21 grade along and above the underground portions of PROJECT are improved, repaired, replaced  
22 or changed. Furthermore CITY agrees that any such adjustments shall be performed at no cost  
23 to DISTRICT.  
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25 4. Order the relocation of all utilities installed by permit or franchise, with the  
26 exception of sanitary sewers, within CITY rights of way which conflict with the construction of  
27 PROJECT and must be relocated at the utility company's expense.  
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1           4.       CITY shall indemnify, defend, save and hold harmless DISTRICT and County  
2 of Riverside (including their respective officers, districts, special districts and departments,  
3 their respective directors, officers, Board of Supervisors, elected and appointed officials,  
4 employees, agents, representatives, independent contractors, and subcontractors) from any  
5 liabilities, claim, damage, proceeding or action, present or future, based upon, arising out of or  
6 in any way relating to CITY (including its officers, employees, agents, representatives,  
7 independent contractors, and subcontractors) actual or alleged acts or omissions related to this  
8 Agreement, performance under this Agreement, or failure to comply with the requirements of  
9 this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death;  
10 (c) payment of attorney's fees or (d) any other element of any kind or nature whatsoever.  
11

12                 DISTRICT shall indemnify, defend, save and hold harmless CITY (including its  
13 officers, employees, agents, representatives, independent contractors, and subcontractors ) from  
14 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out  
15 of or in any way relating to DISTRICT (including its officers, Board of Supervisors, elected  
16 and appointed officials, employees, agents, representatives, independent contractors, and  
17 subcontractors) actual or alleged acts or omissions related to this Agreement, performance  
18 under this Agreement, or failure to comply with the requirements of this Agreement, including  
19 but not limited to: (a) property damage; (b) bodily injury or death; (c) payment of attorney's  
20 fees or; (d) any other element of any kind or nature whatsoever.  
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22           6.       This Agreement is to be construed in accordance with the laws of the State of  
23 California.  
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25           7.       This Agreement is the result of negotiations between the parties hereto and with  
26 the advice and assistance of their respective counsel. No provision contained herein shall be  
27 construed against DISTRICT solely because, as a matter of convenience, it prepared the  
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1 Agreement in final form.

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

8 9. This Agreement is intended by the parties hereto as their final expression with  
9 respect to the matters herein, and is a complete and exclusive statement of the terms and  
10 conditions thereof. This Agreement shall not be changed or modified except by the written  
11 consent of the parties hereto.  
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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(to be filled in by the Clerk of the Board)

**RECOMMENDED FOR APPROVAL:**

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

By Steve Thomas  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

**APPROVED AS TO FORM:**

**ATTEST:**

PAMELA J. WALLS  
County Counsel  
By Neal Kipnis  
NEAL KIPNIS  
Deputy County Counsel

KECIA HARPER-IHEM  
Clerk of the Board  
By \_\_\_\_\_  
Deputy

(SEAL)

Cooperative Agreement – Norco MDP Line NA3 and N1, Stage 2

4/16/09

TLC:blj

RECOMMENDED FOR APPROVAL:

CITY OF NORCO

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By Beth Groves  
BETH GROVES  
Interim City Manager

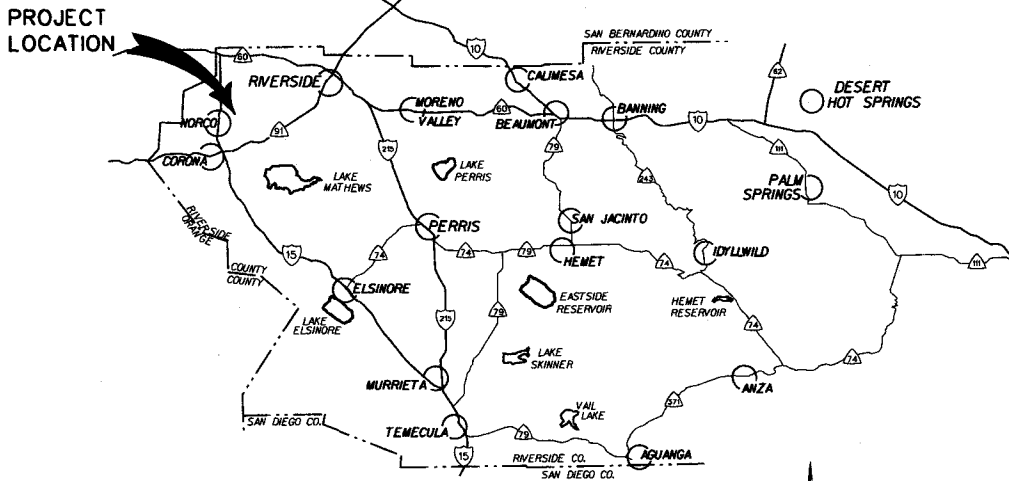
By Kathy Azevedo  
KATHY AZEVEDO  
Mayor

ATTEST:  
By Brenda K. Jacobs  
BRENDA K. JACOBS  
City Clerk

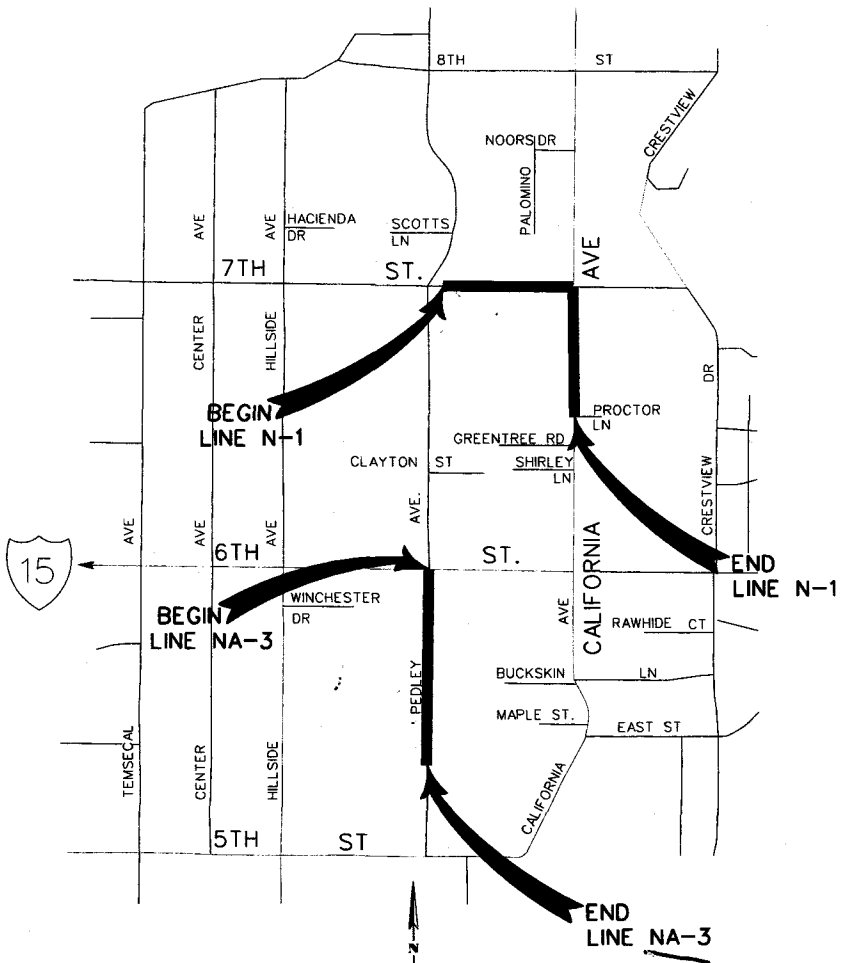
(SEAL)

Cooperative Agreement – Norco MDP Line NA3 and N1, Stage 2  
4/16/09  
TLC:blj.

# Exhibit A

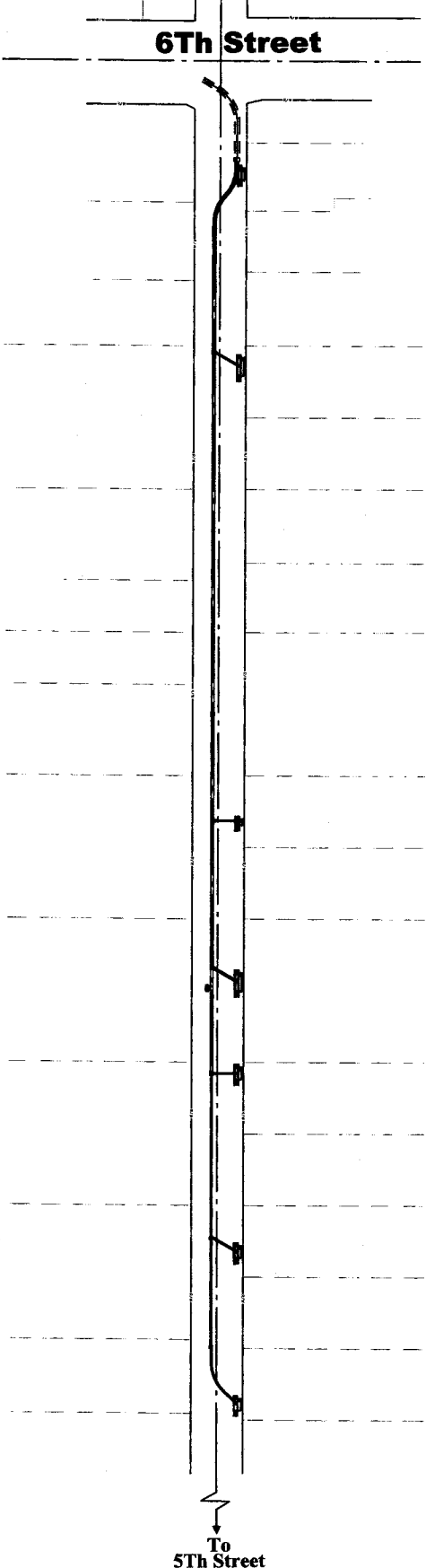


**VICINITY MAP**  
NTS



**LOCATION MAP**  
NTS

# Exhibit B

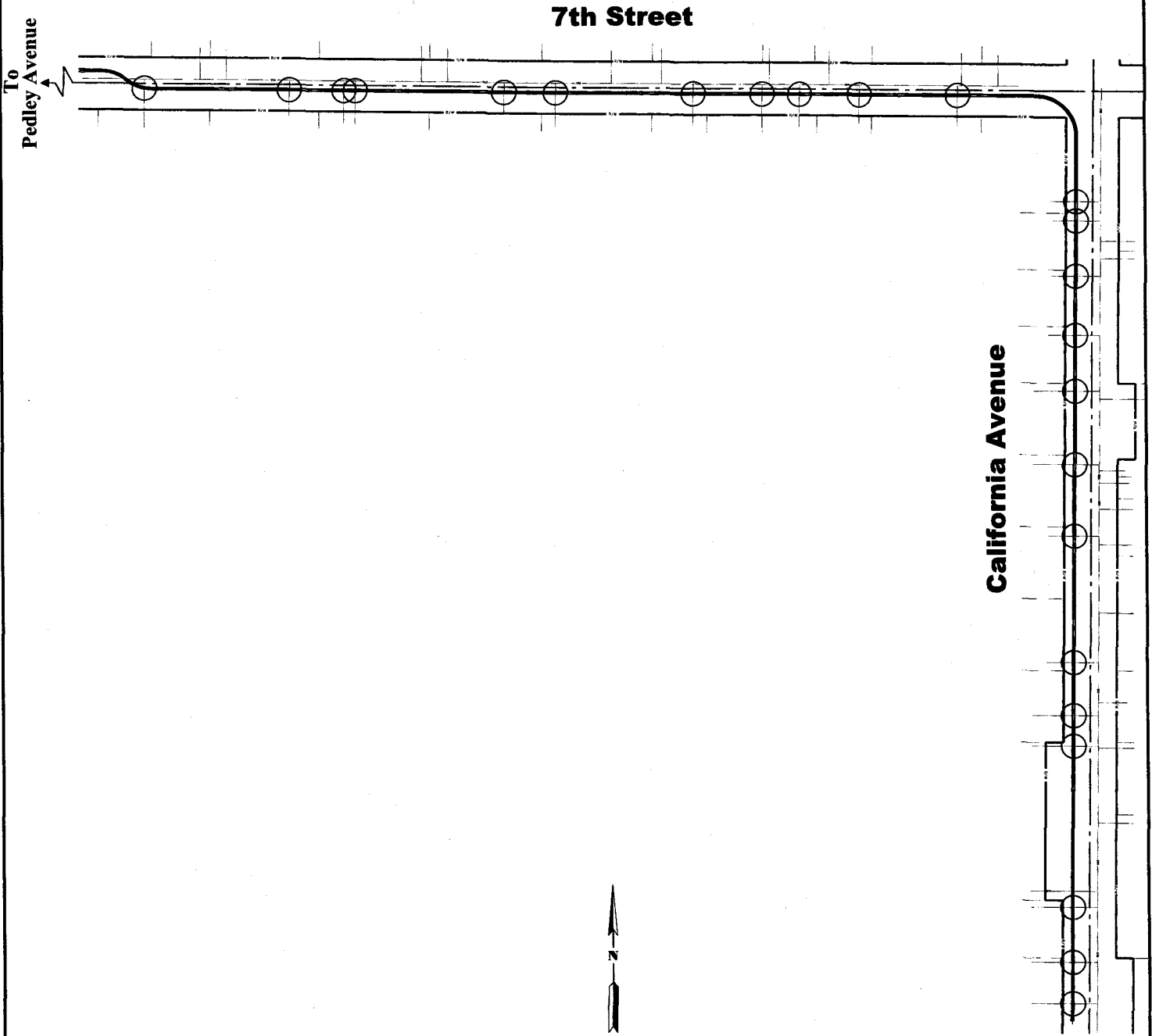


Pedley Avenue



Norco MDP  
Line NA-3 Project Limits

# Exhibit C



Norco MDP  
Line N-1, Stg. 2 Project Limits

### Notes

- Approximate Pothole Location

EXHIBIT "D"

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| <u>Description</u> | <u>Unit</u> | <u>Estimated<br/>Quantity</u> | <u>Unit Price</u> | <u>Estimated<br/>Total Cost</u> | <u>Estimated<br/>District Cost<br/>(50% of Estimated<br/>Total Cost)</u> |
|--------------------|-------------|-------------------------------|-------------------|---------------------------------|--|
| Pothole            | Each        | 24                            | \$440.00          | \$10,560.00                     | \$5,280.00   |