

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

702 B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE:

March 19, 2013

SUBJECT: Norco MDP Lateral N-1D and Norco Spirit Knoll Court Storm Drain
Project Nos. 2-0-00083 and 2-0-00084
Cooperative Agreement
District Two/District Two

RECOMMENDED MOTION:

1. Approve the Cooperative Agreement (Agreement) between the District and the City of Norco (City); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

See Page 2.

FINANCIAL:

See Page 2.

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	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

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY:
Steven C. Horn, MPA

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: DATE: 3/19/13
NEAL R. KIPNIS

Departmental Concurrence

Policy
 Policy
 Consent
 Consent
 Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.:

District: 2nd/2nd

Agenda Number:

11-1

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

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

SUBJECT: Norco MDP Lateral N-1D and Norco Spirit Knoll Court Storm Drain
Project No. 2-0-00083
Cooperative Agreement
District Two/District Two

SUBMITTAL DATE: March 19, 2013

Page 2

BACKGROUND:

The Agreement sets forth the terms and conditions by which the District will construct the Norco MDP Lateral N-1D and Norco Spirit Knoll Court Storm Drain project. The City of Norco is granting the District the necessary rights to construct, operate and maintain the project within City street right of way. Upon completion of project construction, the District will assume ownership, operation and maintenance of the Norco MDP Lateral N-1D, and the City of Norco will assume ownership and maintenance of the Spirit Knoll Court Storm Drain and all appurtenances such as catch basins and laterals located within its right of way.

County Counsel has approved the Agreement as to legal form and the City of Norco has executed the Agreement.

FINANCIAL:

Sufficient funds have been included in the District's Zone 2 Capital Improvement Plan budget. Future operations and maintenance costs will accrue to the District and City.

TNK:bjj

COOPERATIVE AGREEMENT

Norco MDP Lateral N-1D and Norco Spirit Knoll Court Storm Drain
Project Nos. 2-0-00083 and 2-0-00084

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

RECITALS

A. DISTRICT has budgeted for and plans to design and construct certain
flood control facilities located within the City of Norco; and

B. These certain flood control facilities consist of (i) approximately 1,000
lineal feet of storm drain system, hereinafter called "NORCO MDP LATERAL N-1D", as
shown in concept in red on Exhibit "A" attached hereto and made a part hereof, and (ii)
approximately 1,200 lineal feet of underground storm drain system, hereinafter called "SPIRIT
KNOLL LATERAL", as shown in concept in green on Exhibit "A". Together NORCO MDP
LATERAL N-1D and SPIRIT KNOLL LATERAL are hereinafter called "STORM DRAIN";
and

C. Associated with the construction of STORM DRAIN are various catch
basins, laterals and connector pipes located within CITY held easements or rights of way,
hereinafter called "APPURTENANCES". Together, STORM DRAIN and
APPURTENANCES are hereinafter called "PROJECT"; and

D. DISTRICT desires CITY to contribute funding toward the construction of
PROJECT; and

E. CITY owns, operates and maintains certain utility lines located within
CITY rights of way, hereinafter called "CITY UTILITIES". CITY wishes to support
DISTRICT'S efforts to construct PROJECT by providing a financial contribution in an amount

1 of seven thousand seven hundred dollars (\$7,700), hereinafter called "CITY
2 CONTRIBUTION", toward the relocation of any CITY UTILITIES which interfere with the
3 construction of PROJECT; and

4 F. DISTRICT desires CITY to accept ownership and responsibility for
5 operation and maintenance of SPIRIT KNOLL LATERAL and APPURTENANCES upon
6 completion of construction. Therefore, CITY must review and approve DISTRICT'S plans and
7 specifications for PROJECT and subsequently inspect the construction of PROJECT; and
8

9 G. CITY owns, operates and maintains all waterlines located within public or
10 private rights of way. Certain existing waterlines interfere with PROJECT'S alignment,
11 hereinafter called "CITY WATERLINES"; therefore, those interfering portions of CITY
12 WATERLINES must be relocated as shown in concept on Exhibit "A"; and

13 H. The purpose of this Agreement is to memorialize the understandings by
14 and amongst CITY and DISTRICT with respect to the funding, design, construction,
15 inspection, ownership, operation and maintenance of PROJECT; and
16

17 I. DISTRICT and CITY acknowledge it is in the best interest of the public to
18 proceed with the construction of PROJECT at the earliest possible date.

19 NOW, THEREFORE, the parties hereto mutually agree as follows:

20 **SECTION I**

21 DISTRICT shall:

22
23 1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead
24 Agency and assume responsibility for preparation, circulation and adoption of all necessary and
25 appropriate CEQA documents pertaining to the construction, operation and maintenance of
26 PROJECT.
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2. Prepare or cause to be prepared, plans and specifications for PROJECT, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards.

3. Provide CITY an opportunity to review and approve, as appropriate, IMPROVEMENT PLANS prior to DISTRICT advertising PROJECT for construction bids.

4. Obtain, at its sole cost and expense, all necessary permits, licenses, agreements, approvals, rights of way, rights of entry and temporary construction easements as may be necessary to construct, operate and maintain PROJECT.

5. Advertise, award and administer a public works construction contract for PROJECT at its sole cost and expense.

6. Provide CITY with written notice that DISTRICT has awarded a construction contract for PROJECT.

7. Notify CITY in writing at least twenty (20) days prior to the start of construction of PROJECT.

8. Furnish CITY, at the time of providing written notice of the start of construction as set forth in Section I.7., 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.

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

10. Inspect the construction of PROJECT.

1 11. Within two (2) weeks of completing PROJECT construction, provide
2 CITY with written notice that PROJECT construction is substantially complete and requesting
3 that CITY conduct a final inspection of PROJECT.

4 12. Upon completion of PROJECT construction, provide CITY with a copy of
5 DISTRICT'S Notice of Completion.

6 13. Upon acceptance by CITY of SPIRIT KNOLL LATERAL and
7 APPURTENANCES for ownership, operation and maintenance, provide CITY with a
8 reproducible duplicate set of "record drawing" PROJECT plans.
9

10 SECTION II

11 CITY shall:

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

14 2. Review and approve, as appropriate, IMPROVEMENT PLANS prior to
15 DISTRICT advertising PROJECT for construction bids.
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17 3. Grant DISTRICT, by execution of this Agreement, all rights to construct,
18 inspect, operate, and maintain PROJECT within CITY rights of way.

19 4. Order the relocation of all utilities installed by permit or franchise within
20 CITY rights of way which conflict with the construction of PROJECT and which must be
21 relocated at the utility owner's expense.
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23 5. In coordination with DISTRICT, relocate all CITY WATERLINES that
24 interfere with the PROJECT'S alignment at its sole cost and expense.

25 6. Issue, at no cost to DISTRICT or DISTRICT'S contractor, the necessary
26 encroachment and/or road closure permit(s) required to construct PROJECT.
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1 3. DISTRICT shall indemnify, defend, save and hold harmless CITY
2 (including its officers, employees, agents, representatives, independent contractors, and
3 subcontractors) from any liabilities, claim, damage, proceeding or action, present or future,
4 based upon, arising out of or in any way relating to DISTRICT (including its officers, Board of
5 Supervisors, elected and appointed officials, employees, agents, representatives, independent
6 contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement,
7 performance under this Agreement, or failure to comply with the requirements of this
8 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
9 payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

11 4. CITY shall indemnify, defend, save and hold harmless DISTRICT and
12 County of Riverside (including their respective officers, districts, special districts and
13 departments, their respective directors, officers, Board of Supervisors, elected and appointed
14 officials, employees, agents, representatives, independent contractors, and subcontractors) from
15 any liabilities, claim, damage, proceeding or action, present or future, based upon, arising out
16 of or in any way relating to CITY (including its officers, employees, agents, representatives,
17 independent contractors, and subcontractors) actual or alleged acts or omissions related to this
18 Agreement, performance under this Agreement, or failure to comply with the requirements of
19 this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death;
20 (c) payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.

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

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

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

7
8 RIVERSIDE COUNTY FLOOD CONTROL
9 AND WATER CONSERVATION DISTRICT
10 1995 Market Street
11 Riverside, CA 92501
12 Attn: Contract Administration

CITY OF NORCO
2870 Clark Avenue
Norco, CA 92860
Attn: Lori Askew, Deputy Director
of Public Works

13 8. If any provision in this Agreement is held by a court of competent
14 jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless
15 continue in full force without being impaired or invalidated in any way.

16 9. This Agreement is the result of negotiations between the parties hereto,
17 and the advice and assistance of their respective counsel. No provision contained herein shall
18 be construed against DISTRICT solely because, as a matter of convenience, it prepared this
19 Agreement in its final form.

20 10. This Agreement is intended by the parties hereto as a final expression of
21 their understanding with respect to the subject matter hereof and as a complete and exclusive
22 statement of the terms and conditions thereof. This Agreement may be changed or modified
23 only upon the written 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 Clerk of the Board)


RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By 
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:
PAMELA J. WALLS
County Counsel

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL KIPNIS
Deputy County Counsel

By _____
Deputy
(SEAL)

Cooperative Agreement: Norco MDP Lateral N-1D
and Norco Spirit Knoll Court Storm Drain
TNK:blj
01/24/13

CITY OF NORCO


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By 
BETH GROVES
City Manager

APPROVED AS TO FORM:

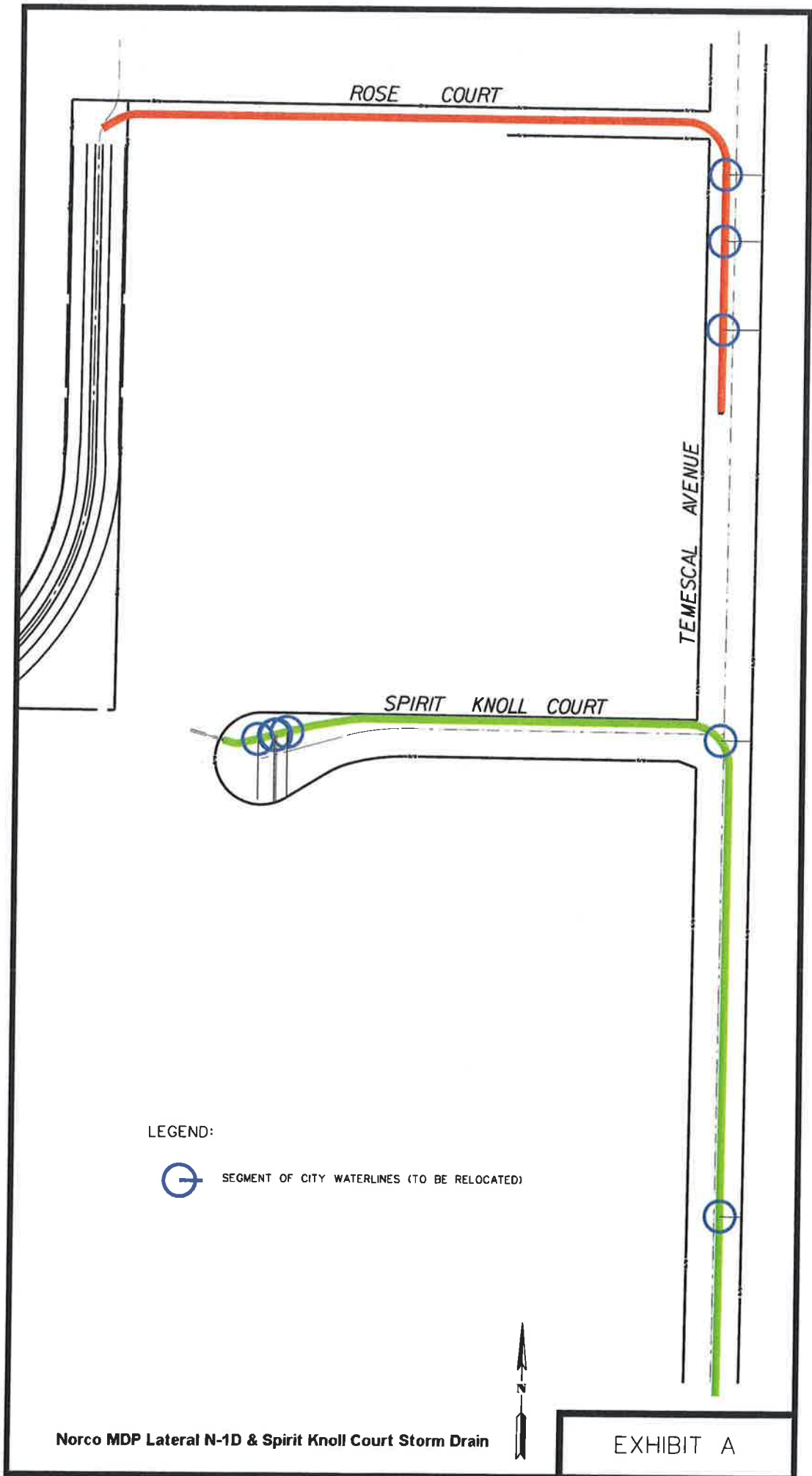
ATTEST:

By 
JOHN HARPER
City Attorney

By 
BRENDA JACOBS
City Clerk

(SEAL)

Cooperative Agreement: Norco MDP Lateral N-1D
and Norco Spirit Knoll Court Storm Drain
TNK:blj
01/24/13



LEGEND:



SEGMENT OF CITY WATERLINES (TO BE RELOCATED)