



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

203B

FROM: General Manager-Chief Engineer

SUBMITTAL DATE:
July 26, 2016

SUBJECT: Approve Funding Agreement for Norco Minor Drainage Improvement Corona Avenue Extension of Line NB-3; 2nd District; [Not-to-Exceed \$282,100]; District Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

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

BACKGROUND:

Summary

The Agreement sets forth the terms and conditions by which the District will contribute funding to the City of Norco (City) for the design and construction of the extension of the Line NB-3 flood control facility as part of City administered contract. Upon completion of construction, the City will accept sole responsibility for the ownership, operation and maintenance of the facilities.

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

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JASON E. UHLEY
General Manager-Chief Engineer

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost: | POLICY/CONSENT (per Exec. Office) |
|-------------------|----------------------|-------------------|-------------|---------------|--|
| COST | \$ 282,100 | \$ N/A | \$ 282,100 | \$ N/A | Consent <input type="checkbox"/> Policy <input type="checkbox"/> |
| NET DISTRICT COST | \$ 282,100 | \$ N/A | \$ 282,100 | \$ N/A | |

| | |
|---|---------------------------------|
| SOURCE OF FUNDS: 25120-947420-536200 Contribution to Non-County Agency – Zone 2 | Budget Adjustment: No |
| | For Fiscal Year: FY16-17 |

C.E.O. RECOMMENDATION:

APPROVE

BY: Steven C. Horn

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
DATE 4/21/16
BY: GREGORY P. PRIAMOS
FISCAL PROCEDURES APPROVED
JEANINE J. REY, FINANCE DIRECTOR
BY: JEANINE J. REY, *Jeannie J. Rey* *4/21/16*
Concurrent

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: | District: 2nd | Agenda Number:

11-2

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

FORM 11: Approve Funding Agreement for Norco Minor Drainage Improvement Corona Avenue
Extension of Line NB-3; 2nd District; [\$282,100]; District Funds 100%

DATE: July 27, 2016

PAGE: Page 2 of 2

Impact on Residents and Businesses

Agreement will be funded by ad-valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses.

SUPPLEMENTAL:

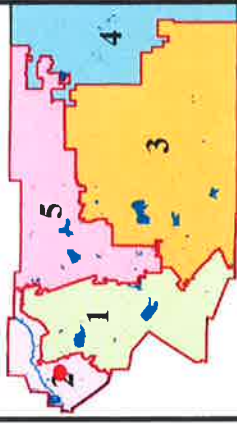
Additional Fiscal Information

Sufficient funds are available in the District's Zone 2 budget for FY 2016-2017.

ATTACHMENT:

1. Vicinity Map
2. Funding Agreement

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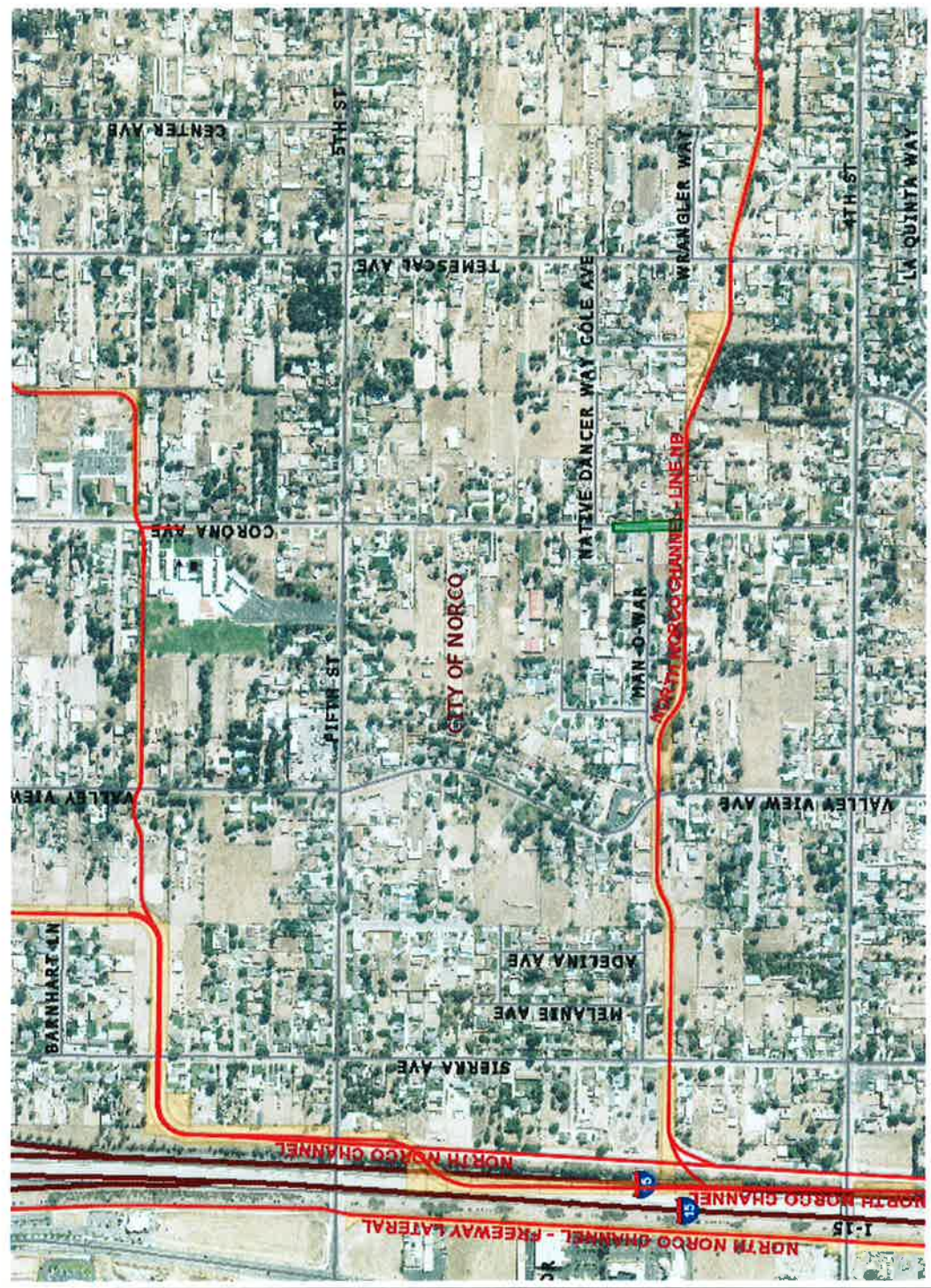
Supervisor Districts

LEGEND:

Project Vicinity

DESCRIPTION:

Put a very brief description



FUNDING AGREEMENT

**NORCO MINOR DRAINAGE IMPROVEMENT
CORONA AVENUE EXTENSION OF LINE NB-3**

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. CITY has prepared plans and specifications for the construction of an extension of an underground storm drain "Line NB-3", hereinafter called "PROJECT"; and

B. PROJECT extends approximately 660 lineal feet north on Corona Avenue from the existing Line NB-3 storm drain; and

C. CITY plans to advertise, award and administer a public works construction contract for PROJECT during Fiscal Year 2016/17; and

D. CITY desires that DISTRICT contribute funding for the design and construction of PROJECT; and

E. DISTRICT wishes to support CITY'S efforts to construct PROJECT by providing a financial contribution toward PROJECT'S design and construction along with associated administrative and ancillary costs as set forth herein; and

F. The DISTRICT'S financial contributions shall be as follows:

(a) One hundred percent (100%) of contract bid price (the "BID PRICE");

(b) An additional ten percent (10%) of BID PRICE (the "CONSTRUCTION CONTINGENCY") paid in the event that the final PROJECT construction cost exceeds BID PRICE; and

1 (c) An additional twenty percent (20%) of BID PRICE to offset CITY'S
2 costs associated with design, environmental permitting, surveying,
3 contract administration, and other typical ancillary costs related to the
4 delivery of the facility (hereinafter called "ADDITIONAL
5 CONTRIBUTION); and
6

7 H. Altogether, BID PRICE, CONSTRUCTION CONTINGENCY and
8 ADDITIONAL CONTRIBUTION are hereinafter called "DISTRICT CONTRIBUTION". The
9 total DISTRICT CONTRIBUTION for PROJECT shall not exceed a total of two hundred
10 eighty-two thousand one hundred dollars (\$282,100); and

11 I. The purpose of this agreement is to memorialize the mutual
12 understandings by and between CITY and DISTRICT with respect to the design, construction,
13 ownership, operation and maintenance of PROJECT, and the payment of DISTRICT
14 CONTRIBUTION.
15

16 NOW, THEREFORE, in consideration of the preceding recitals and the mutual
17 covenants hereinafter contained, the parties hereto mutually agree as follows:

18 SECTION I

19 CITY shall:

20
21 1. Secure, at its sole cost and expense, all necessary rights of way, rights of
22 entry and temporary construction easements necessary to construct, inspect, operate and
23 maintain PROJECT.

24 2. Acting as the Lead Agency, comply with the applicable provisions of
25 California Environmental Quality Act (CEQA).

26 3. CITY shall be solely responsible for complying with all applicable
27 environmental programs and regulations including but not limited to the Federal Clean Water
28

1 Act (Sections 404 and 401), the National Flood Insurance Act (Section 1361(c)), the California
2 Fish and Game Code (Section 1600) and the Western Riverside County Multi-Species Habitat
3 Conservation Plan (WRCMSHCP); and

4 4. Advertise PROJECT for bids pursuant to the applicable provisions of the
5 California Public Contract Code. At the time of advertising for bids, provide DISTRICT with a
6 copy of PROJECT plans, specifications, bid documents and any subsequent addenda thereto.
7

8 5. Prior to the award of the construction contract for PROJECT, submit an
9 invoice to DISTRICT for the estimated cost of constructing PROJECT (equal to BID PRICE
10 plus ADDITIONAL CONTRIBUTION). The invoice shall be supported by a copy of the
11 CITY'S bid abstracts for PROJECT.

12 6. Construct PROJECT pursuant to a CITY administered public works
13 contract.
14

15 7. Supervise and inspect all aspects of PROJECT construction.

16 8. Upon completion of PROJECT construction and CITY'S acceptance
17 thereof, accept sole responsibility for the design, ownership, operation and maintenance of
18 PROJECT.

19 9. Upon completion of PROJECT construction, provide DISTRICT with a
20 copy of CITY'S Notice of Completion along with its claim for any construction cost items in
21 excess of BID PRICE.
22

23 SECTION II

24 DISTRICT shall:

25 1. Acting as a Responsible Agency, comply with the applicable provisions of
26 California Environmental Quality Act (CEQA).
27
28

1 legal action related to the design, construction, operation, maintenance or failure of PROJECT,
2 CITY shall defend, indemnify and hold DISTRICT harmless therefrom without cost to
3 DISTRICT. This shall include providing DISTRICT with legal representation and pay for
4 related costs for any such claim or legal action, and payment of any settlement or judgment on
5 behalf of DISTRICT, all at no cost to DISTRICT. Upon CITY'S failure to do so, DISTRICT
6 shall be entitled to recover from CITY all of its costs and expenses, including, but not limited to,
7 reasonable attorneys' fees.

9 5. In the event of any arbitration, action or suit brought by either CITY or
10 DISTRICT against the other party by reason of any breach on the part of the other party of any
11 of the covenants and agreements set forth in this Agreement, or any other dispute between
12 DISTRICT and CITY concerning this Agreement, the prevailing party in any such action or
13 dispute, by a final judgment or arbitration award, shall be entitled to have and recover from the
14 other party all costs and expenses or claims, including but not limited to, attorneys' fees and
15 expert witness fees. This section shall survive any termination of this Agreement.

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

21 7. This Agreement is to be construed in accordance with the laws of the State
22 of California. Neither CITY nor DISTRICT shall assign this Agreement without the written
23 consent of the other party.

24 8. This Agreement is made and entered into for the sole protection and benefit
25 of the parties hereto. No other person or entity shall have any right of action based upon the
26 provisions of this Agreement.

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

3 RIVERSIDE COUNTY FLOOD CONTROL
4 AND WATER CONSERVATION DISTRICT
5 1995 Market Street
6 Riverside, CA 92501

CITY OF NORCO
2870 Clark Avenue
Norco, CA 92860

6 10. This Agreement is the result of negotiations between the parties hereto, and
7 the advice and assistance of their respective counsel. The fact that this Agreement was prepared
8 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty
9 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
10 prepared this Agreement in its final form.

11 11. Any waiver by DISTRICT or CITY of any breach by any other party of
12 any provision of this Agreement shall not be construed to be a waiver of any subsequent or other
13 breach of the same or any other provision hereof. Failure on the part of DISTRICT or CITY to
14 require from any other party exact, full and complete compliance with any of the provisions of
15 this Agreement shall not be construed as in any manner changing the terms hereof, or estopping
16 DISTRICT or CITY from enforcing this Agreement.

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

22 //

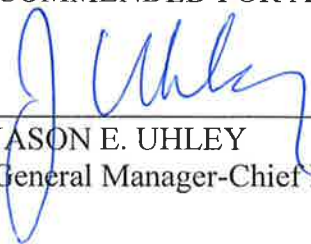
23 //

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

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

RECOMMENDED FOR APPROVAL

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By 
JASON E. UHLEY
General Manager-Chief Engineer


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

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

(SEAL)

RECOMMENDED FOR APPROVAL:

CITY OF NORCO

By _____
ANDY OKORO
City Manager

By _____
KEVIN BASH
Mayor

APPROVED AS TO FORM:

ATTEST:

By _____
JOHN HARPER
City Attorney

By _____
CHERYL L. LINK
City Clerk

(SEAL)

Funding Agreement – Norco Line NB-3
6/15/16
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