

**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

<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

**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: NEAL R. KIPNIS  
DATE: 3/19/13  
Departmental Concurrence

Consent  Policy  
 Consent  Policy

**MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

On motion of Supervisor Benoit, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: March 19, 2013  
xc: Flood

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

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

Prev. Agn. Ref.:

District: 2<sup>nd</sup>/2<sup>nd</sup>

Agenda Number:

11-1

**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:blj

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

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

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

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

18 **SECTION I**

19 DISTRICT shall:

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

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

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

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

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

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

15           8. Furnish CITY, at the time of providing written notice of the start of  
16 construction as set forth in Section I.7., with a construction schedule which shall show the order  
17 and dates in which DISTRICT or DISTRICT'S contractor proposes to carry on the various parts  
18 of work, including estimated start and completion dates.

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

22           10. Inspect the construction of PROJECT.  
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1 7. Pay DISTRICT, within thirty (30) days after receipt of DISTRICT'S  
2 written notice of the start of construction as set forth in Section I.7., seven thousand seven  
3 hundred dollars (\$7,700) for CITY CONTRIBUTION. .

4 8. Inspect, at its sole cost, PROJECT construction.

5 9. Upon receipt of DISTRICT'S written notice that PROJECT construction is  
6 substantially complete, conduct a final inspection of PROJECT.  
7

8 10. Accept sole responsibility for ownership, operation and maintenance of  
9 SPIRIT KNOLL LATERAL and APPURTENANCES upon (i) receipt of DISTRICT'S Notice  
10 of Completion as set forth in Section I.12., and (ii) receipt of reproducible duplicate set of  
11 "record drawing" PROJECT plans for STORM DRAIN as set forth in Section I.13.

12 11. Upon CITY acceptance of PROJECT as being complete, accept sole  
13 responsibility for the adjustment of all PROJECT manhole rings and covers located within  
14 CITY held easements or rights of way which must be performed at such time(s) that the  
15 finished grade along and above the underground portions of PROJECT are improved, repaired,  
16 replaced or changed. It being further understood and agreed that any such adjustments shall be  
17 performed at no cost to DISTRICT.  
18

19 **SECTION III**

20 It is further mutually agreed:

21 1. Except as otherwise provided herein, all construction work involved with  
22 PROJECT shall be inspected by DISTRICT and shall not be deemed complete until approved  
23 and accepted as complete by DISTRICT.  
24

25 2. CITY personnel may observe and inspect all work being done on  
26 PROJECT, but shall provide any comments to DISTRICT personnel who shall be solely  
27 responsible for all communications with DISTRICT'S construction contractor(s).  
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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.  
10

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.  
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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  
MAR 19 2013

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

By Warren D. Williams  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

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

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By Neal Kipnis  
NEAL KIPNIS  
Deputy County Counsel

By Kellie Burton  
Deputy


(SEAL)

Cooperative Agreement: Norco MDP Lateral N-1D  
and Norco Spirit Knoll Court Storm Drain

TNK:blj  
01/24/13

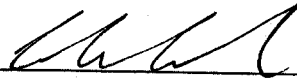
CITY OF NORCO


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By   
BETH GROVES  
City Manager

APPROVED AS TO FORM:

ATTEST:

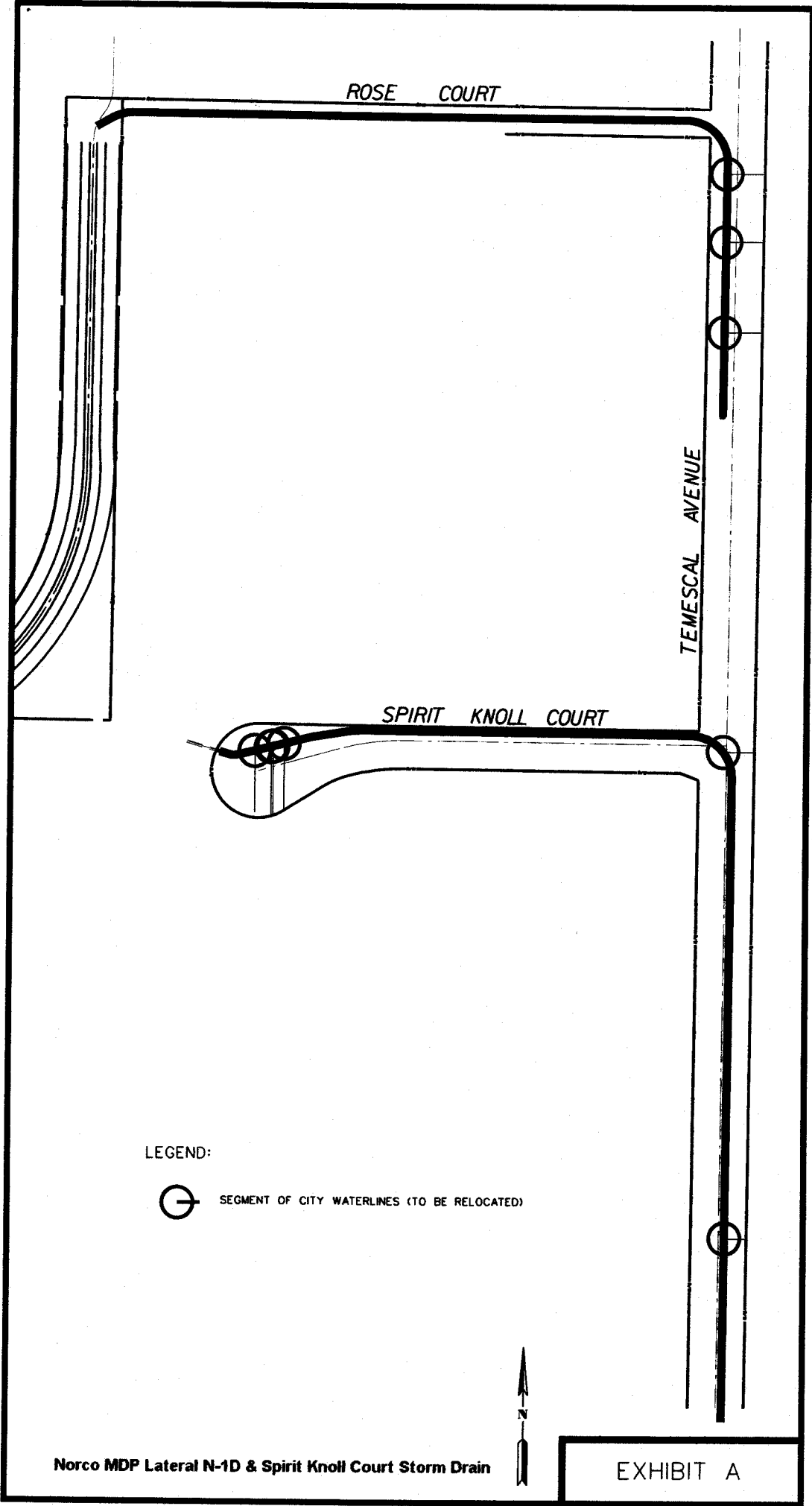
By   
JOHN HARPER  
City Attorney

By   
BRENDA JACOBS  
City Clerk

(SEAL)

Cooperative Agreement: Norco MDP Lateral N-1D  
and Norco Spirit Knoll Court Storm Drain

TNK:bj  
01/24/13



LEGEND:

 SEGMENT OF CITY WATERLINES (TO BE RELOCATED)



Norco MDP Lateral N-1D & Spirit Knoll Court Storm Drain

EXHIBIT A