

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



ITEM
11.1
(ID # 1795)

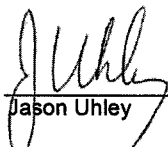
MEETING DATE:
Tuesday, December 13, 2016

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT - Approval of Cooperative Agreement for South Norco Channel, Stage 6; Norco Master Drainage Plan Line S-1, Stage 1 and Norco Master Drainage Plan Line S-5, Stage 1; Project Nos. 2-0-00150, 2-0-00163, and 2-0-00165; 2nd District [0]

RECOMMENDED MOTION: That the Board of Supervisors:

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


Jason Uhley

11/30/2016

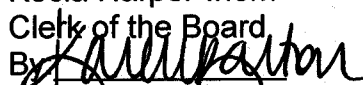
FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET DISTRICT COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment:	No
			For Fiscal Year:	N/A

C.E.O. RECOMMENDATION: APPROVE

MINUTES OF THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: Benoit
Date: December 13, 2016
xc: Flood

Kecia Harper-Ihem
Clerk of the Board
By 
Deputy

11-1

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

BACKGROUND:

Summary

This Cooperative Agreement (Agreement) sets forth the terms and conditions by which District will design and construct certain flood control facilities within the Norco Master Drainage Plan.

The Agreement is necessary for the City to grant the District the necessary rights to access, construct, operate and maintain the project within City rights of way. Upon completion of construction, the District will assume ownership and responsibility for the operation and maintenance of the mainline storm drain facilities. The City will assume ownership and responsibility for (i) the operation and maintenance of the project's associated catch basins, inlets, curbs and gutters, connector pipes and storm drains that are 36 inches or less in diameter as shown on the improvement plans, and (ii) the maintenance of street improvements located within City rights of way.

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

Impact on Residents and Businesses

This 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 an outlet for adjacent development, (ii) provide immediate flood relief for adjacent areas, (iii) improve traffic safety during periods of flooding, and (v) help reduce the floodplain limits along the mainline storm drain.

SUPPLEMENTAL:

Additional Fiscal Information

The District is funding all design, construction and construction inspection costs for the project. Sufficient funding is available in the District's Zone 2 budget and will be included in the proposed budget in future years as appropriate. Future operations and maintenance costs associated with the mainline storm drain will accrue to the District.

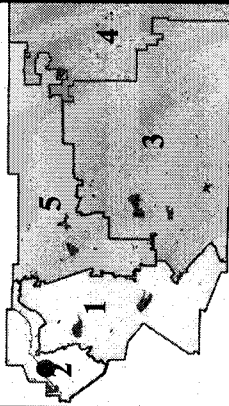
ATTACHMENTS:

1. Vicinity Map
2. Cooperative Agreement

AMR:blm
P8/206115

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


Steve C. Horn 12/5/2016



Supervisor Districts

LEGEND:

Project Vicinity

Supervisor District

DESCRIPTION:

- South Norco Channel, Stage 6
- Norco MDP Line S-1, Stage 1
- Norco MDP Line S-5, Stage 1



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COOPERATIVE FUNDING AGREEMENT

South Norco Channel, Stage 6
Norco Master Drainage Plan Line S-1, Stage 1
Norco Master Drainage Plan S-5, Stage 1
Project Nos. 2-0-00150, 2-0-00163 and 2-0-00165

The Riverside County Flood Control and Water Conservation District (the "DISTRICT"), and the City of Norco (the "CITY"), hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for and plans to construct certain flood control facilities to provide necessary flood control and drainage improvements for certain areas within the city of Norco; and

B. These certain flood control facilities are identified in DISTRICT'S Norco Master Drainage Plan ("MDP"), and shown on District Drawing No. 2-0458, and generally consist of the following segments:

- (i) South Norco Channel; Stage 6 – replace existing interim channel with approximately 4,100 lineal feet trapezoidal channel and reinforced concrete box (the "STAGE 6") as shown in concept in red on Exhibit "A", attached hereto and made a part hereof, and
- (ii) Norco Master Drainage Plan Line S-1, Stage 1 – construction of approximately 2,550 lineal feet of underground reinforced concrete pipe system extending from STAGE 6 within Third Street, then northerly and southerly within Hillside Avenue (the "LINE S-1") as shown in concept in purple on Exhibit A, and
- (iii) Norco Master Drainage Plan S-5, Stage 1 – construction of approximately 3,250 lineal feet of underground reinforced concrete pipe system from the upstream end of STAGE 6, then northeasterly

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along Hillside Lane, and then northerly within Hillside Avenue (the "LINE S-5") as shown in concept in green on Exhibit A. Together, STAGE 6, LINE S-1, and LINE S-5 are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

C. DISTRICT has also budgeted for and plans to construct additional street improvements along Temescal Avenue, Third Street and Hillside Lane (the "STREET IMPROVEMENTS"); and

D. Associated with the construction of DISTRICT DRAINAGE FACILITIES is the construction of various curb and gutter, catch basins, laterals, connector pipes and storm drains that are thirty-six inches (36") or less in diameter as depicted on Drawing No. 2-0458 (the "APPURTENANCES"). Together, STREET IMPROVEMENTS and APPURTENANCES are hereinafter called "CITY FACILITIES"; and

E. Together DISTRICT DRAINAGE FACILITIES and CITY FACILITIES are hereinafter together called "PROJECT"; and

F. DISTRICT and CITY 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 CITY with respect to design, construction, inspection, 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 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 (the "IMPROVEMENT PLANS"), in accordance with applicable DISTRICT and CITY standards.

3. Obtain, at its sole cost and expense, all necessary rights of way, rights of entry and temporary construction easements necessary to construct, inspect, operate and maintain PROJECT.

4. 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.

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

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

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

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

1 9. Furnish CITY, at the time of providing written notice for the pre-
2 construction meeting as set forth in Section I.8., with a construction schedule which shall show
3 the order and dates in which DISTRICT or DISTRICT'S contractor proposes to carry on the
4 various parts of work, including estimated start and completion dates.
5

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

9 11. Inspect, or cause to be inspected, construction of PROJECT.

10 12. Require its construction contractor(s) to comply with all Cal/OSHA safety
11 regulations including regulations concerning confined space and maintain a safe working
12 environment for all DISTRICT and CITY employees on the site.
13

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

18 14. Accept ownership and sole responsibility for the operation and maintenance
19 of PROJECT until such time as CITY accepts ownership and responsibility for operation and
20 maintenance of CITY FACILITIES.
21

22 15. Within two (2) weeks of completing PROJECT construction, provide CITY
23 with written notice that PROJECT construction is substantially complete and requesting that
24 CITY conduct a final inspection of PROJECT.

25 16. Upon DISTRICT'S acceptance of PROJECT construction as complete,
26 provide CITY with a copy of DISTRICT'S Notice of Completion.
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1 17. Upon CITY'S acceptance of CITY FACILITIES for ownership, operation
2 and maintenance, provide CITY with a reproducible duplicate set of "record drawings" of
3 PROJECT plans.

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

15 2. Review and approve, as appropriate, IMPROVEMENT PLANS prior to
16 DISTRICT'S advertising PROJECT for construction bids.

17 3. Grant DISTRICT, by execution of this Agreement, all rights necessary to
18 construct, inspect, operate and maintain PROJECT within CITY rights of way or easements.
19

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

22 5. Order the relocation of all utilities installed by permit or franchise within
23 CITY rights of way which conflict with the construction of PROJECT and which must be
24 relocated at the utility owner's expense.

25 6. Order the relocation of all CITY owned utilities within CITY rights of way
26 which conflict with the construction of PROJECT and which must be relocated at the CITY'S
27 expense.
28

1 7. Inspect PROJECT construction for quality control purposes at its sole cost,
2 but provide any comments to DISTRICT personnel who shall be solely responsible for all
3 quality control communications with DISTRICT'S contractor(s) during the construction of
4 PROJECT.

5
6 8. Upon receipt of DISTRICT'S written notice that PROJECT construction is
7 substantially complete as set forth in Section I.16, conduct a final inspection of PROJECT.

8 9. Accept ownership and sole responsibility for the operation and maintenance
9 of CITY FACILITIES upon (i) receipt of DISTRICT'S Notice of Completion as set forth in
10 Section I.16 and (ii) receipt of a reproducible duplicate set of "record drawings" of PROJECT
11 plans as set forth in Section I.17.

12 10. Assume sole responsibility for the operation and maintenance of STREET
13 IMPROVEMENTS located within CITY rights of way, including all necessary modifications or
14 corrections as deemed necessary by CITY for the continuing function, reconstruction, repair or
15 operation and maintenance of STREET IMPROVEMENTS and assumes all liability in
16 conjunction with the public's use including claims of third persons for injury or death or damage
17 to property.

18
19 11. Upon DISTRICT acceptance of PROJECT construction as being complete,
20 accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located
21 within CITY rights of way and jurisdiction which must be performed at such time(s) that the
22 finished grade along and above the underground portions of PROJECT are improved, repaired,
23 replaced or changed. It being further understood and agreed that any such adjustments shall be
24 performed at no cost to DISTRICT.
25

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27 SECTION III

28 It is further mutually agreed:

1 1. Except as otherwise provided herein, all construction work involved with
2 PROJECT shall be inspected by DISTRICT but shall not be deemed complete until DISTRICT
3 and CITY mutually agree that construction is completed in accordance with DISTRICT and
4 CITY approved IMPROVEMENT PLANS.
5

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

9 3. DISTRICT and CITY each pledge to cooperate in regard to the operation
10 and maintenance of their respective facilities as set forth herein and to discharge their respective
11 maintenance responsibilities in an expeditious fashion so as to avoid the creation of any
12 nuisance condition or undue maintenance impact upon the others' facilities.
13

14 4. DISTRICT shall indemnify, defend, save and hold harmless CITY
15 (including their respective officers, districts, special districts and departments, their respective
16 directors, officers, Board of Supervisors, elected and appointed officials, employees, agents,
17 representatives, independent contractors, and subcontractors) from any liabilities, claim,
18 damage, proceeding or action, present or future, based upon, arising out of or in any way
19 relating to DISTRICT'S (including its officers, employees, agents, representatives, independent
20 contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement,
21 performance under this Agreement, or failure to comply with the requirements of this
22 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death (c)
23 payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.
24

25 5. CITY shall indemnify, defend, save and hold harmless DISTRICT
26 (including its officers, employees, agents, representatives, independent contractors, and
27 subcontractors) from any liabilities, claim, damage, proceeding or action, present or future,
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1 based upon, arising out of or in any way relating to CITY'S (including its officers, Board of
2 Supervisors, elected and appointed officials, employees, agents, representatives, independent
3 contractors, and subcontractors) actual or alleged acts or omissions related to this Agreement,
4 performance under this Agreement, or failure to comply with the requirements of this
5 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)
6 payment of attorney's fees; or (d) any other element of any kind or nature whatsoever.
7

8 6. Any waiver by DISTRICT or by CITY of any breach of any one or more of
9 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other
10 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to
11 require exact, full and complete compliance with any terms of this Agreement shall not be
12 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from
13 enforcement hereof.
14

15 7. This Agreement is to be construed in accordance with the laws of the State
16 of California.

17 8. Any and all notices sent or required to be sent to the parties of this
18 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:
19

20 RIVERSIDE COUNTY FLOOD CONTROL
21 CONSERVATION DISTRICT
22 1995 Market Street
Riverside, CA 92501
Attn: Engineering Services Section

CITY OF NORCO
2870 Clark Avenue
Norco, CA 92860
Attn: Sam Nelson

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

26 10. Any action at law or in equity brought by any of the parties hereto for the
27 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of
28

1 competent jurisdiction in the County of Riverside, State of California, and the parties hereto
2 waive all provisions of law providing for a change of venue in such proceedings to any other
3 county.

4
5 11. This Agreement is the result of negotiations between the parties hereto, and
6 the advice and assistance of their respective counsel. The fact that this Agreement was prepared
7 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty
8 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
9 prepared this Agreement in its final form.

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

13
14 13. This Agreement is intended by the parties hereto as a final expression of
15 their understanding with respect to the subject matter hereof and as a complete and exclusive
16 statement of the terms and conditions thereof and supersedes any and all prior and
17 contemporaneous agreements and understandings, oral and written, in connection therewith.
18 This Agreement may be changed or modified only upon the written consent of the parties
19 hereto.

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

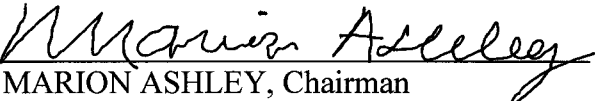
DEC 18 2016

(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

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

By 
JASON E. UHLEY
General Manager-Chief Engineer

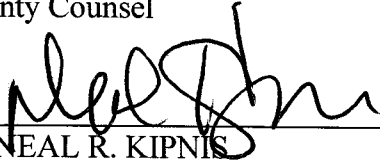
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

By 
NEAL R. KIPNIS
Deputy County Counsel

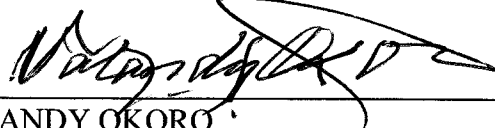
By 
Deputy

(SEAL)

Cooperative Agreement w/City of Norco
South Norco Channel, Stage 6
Norco Master Drainage Plan Line S-1, Stage 1
Norco Master Drainage Plan S-5, Stage 1
Project Nos. 2-0-00150, 2-0-000163 and 2-0-00165
08/08/16
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CITY OF NORCO

By 
ANDY OKORO
City Manager

APPROVED AS TO FORM:

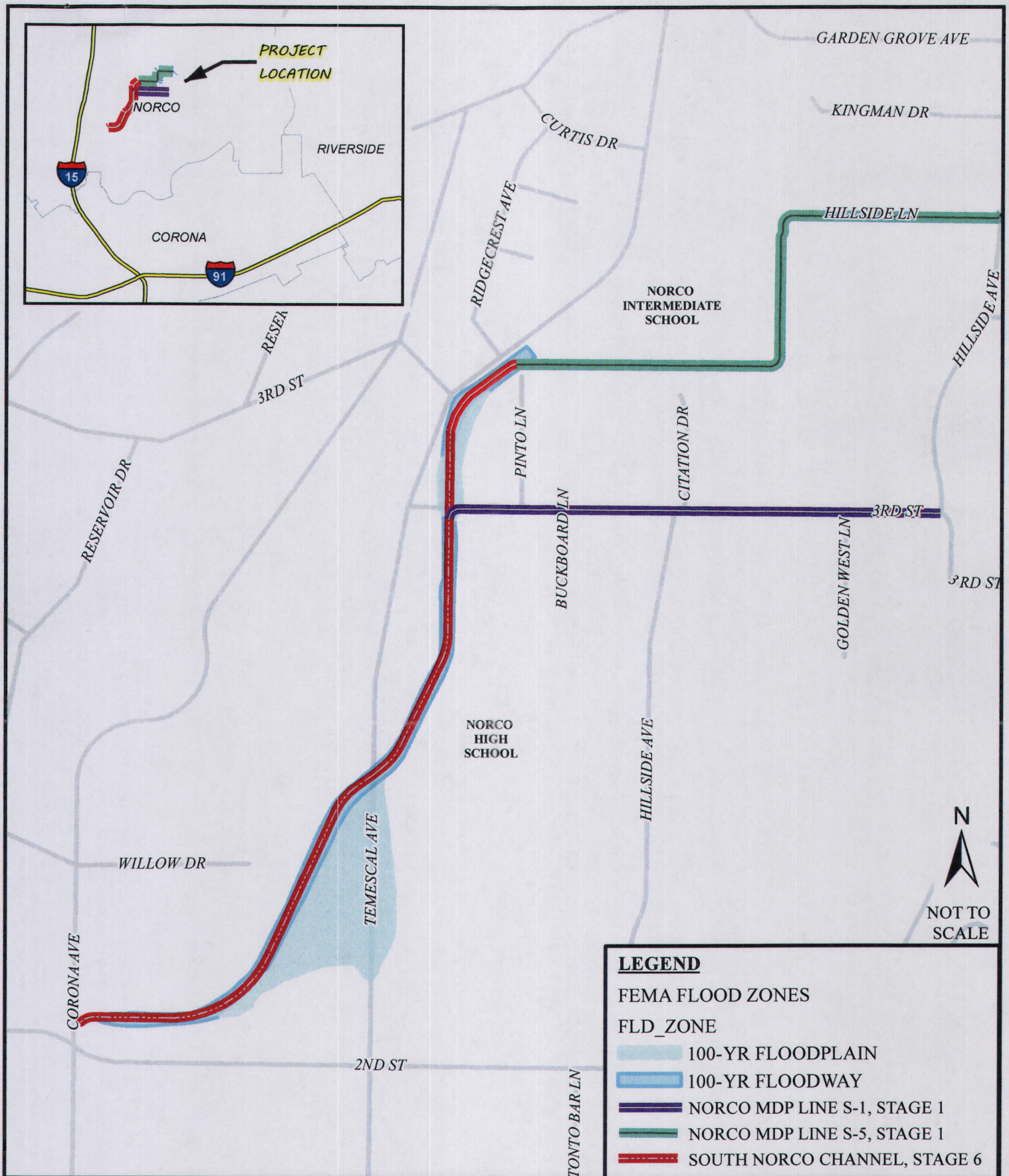
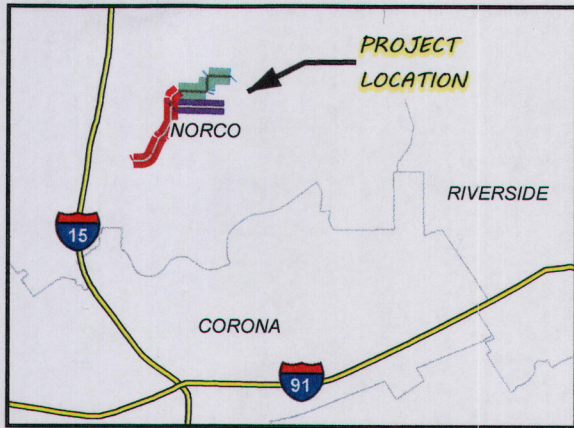
ATTEST:

By 
JOHN HARPER
City Attorney

By 
CHERYL LINK CMC
City Clerk

(SEAL)

Cooperative Agreement w/City of Norco
South Norco Channel, Stage 6
Norco Master Drainage Plan Line S-1, Stage 1
Norco Master Drainage Plan S-5, Stage 1
Project Nos. 2-0-00150, 2-0-000163 and 2-0-00165
08/08/16
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COOPERATIVE AGREEMENT

SOUTH NORCO CHANNEL, STAGE 6,
 NORCO MDP LINE S-1, & NORCO LINE S-5
 PROJECT NUMBERS: 2-0-00150-06, 2-00163-01 AND 2-00165-01