

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



ITEM
11.1
(ID # 1817)

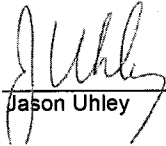
MEETING DATE:
Tuesday, March 7, 2017

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 [\$236,000]; District Funds 50%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the District and Western Municipal Water District (WMWD); and
2. Authorize the Chairman to execute the Cooperative Agreement documents on behalf of the District.

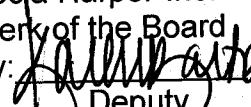

Jason Uhley

2/23/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: March 7, 2017
xc: Flood

Kecja Harper-Ihem
Clerk of the Board
By: 
Deputy

**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.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 212,400	\$ 23,600	\$ 236,000	\$ 0
NET DISTRICT COST	\$ 106,200	\$ 11,800	\$ 118,000	\$ 0
SOURCE OF FUNDS: 25120-947420-527980 (Zone 2 Const/Maint/Misc Contracts)			Budget Adjustment: No	
			For Fiscal Year: 16/17, 17/18	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary (continued)

The Agreement is necessary as a certain interfering portion of WMWDs existing waterline will be relocated as a part of the District's construction project. Under this Agreement, WMWD and the District will contribute funding toward the project based on a 50-50 cost share formula to cover costs toward the design, inspection and relocation of a certain WMWD-owned waterline. Upon completion of waterline relocation, WMWD will accept ownership and responsibilities for the operation and maintenance of the relocated waterline.

County Counsel has approved the Agreement as to legal form and WMWD 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

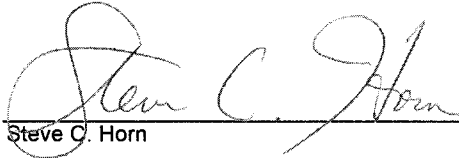
The District is funding 50% of the design, construction and construction inspection costs for the project. Sufficient funding is available in the District's Zone 2 budget for FY 2016-17 and will be included in the proposed budget in future years as appropriate.

ATTACHMENTS:

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

1. Vicinity Map
2. Cooperative Agreement

AMR:blm
P8/206134


Steve C. Horn 2/27/2017

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COOPERATIVE 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, 2-0-000163 and 2-0-00165

The Riverside County Flood Control and Water Conservation District (the "DISTRICT"), and the Western Municipal Water District (the "WMWD"), 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 of trapezoidal channel and reinforced concrete box, hereinafter called "STAGE 6"; and
- (ii) Norco Master Drainage Plan Line S-1, Stage 1 – construction of approximately 2,550 lineal feet of underground reinforced concrete pipe system, hereinafter called "LINE S-1"; and
- (iii) Norco Master Drainage Plan S-5, Stage 1 – construction of approximately 3,250 lineal feet of underground reinforced concrete pipe system, hereinafter called "LINE S-5". Together, STAGE 6, LINE S-5 and LINE S-1 are hereinafter called "DISTRICT DRAINAGE FACILITIES"; and

1 C. Within the project footprint, WMWD owns, operates and maintains a 30-
2 inch waterline located within public or private rights of way, hereinafter called "WMWD
3 WATERLINE". DISTRICT has determined that a portion of WMWD WATERLINE is in
4 conflict with the construction of STAGE 6. Therefore, the interfering and affected portion of the
5 WMWD WATERLINE must be relocated. The interfering portion of WMWD WATERLINE
6 that must be relocated is shown in concept on Exhibit "A", attached hereto and made a part hereof;
7
8 and

9 D. Together, DISTRICT DRAINAGE FACILITIES and the relocation of an
10 interfering and affected portion of WMWD WATERLINE are hereinafter called "PROJECT";
11
12 and

13 E. WMWD is willing to (i) prepare, or cause to be prepared, the necessary plans
14 and specifications for the relocation of the interfering portion of WMWD WATERLINE,
15 hereinafter called "WATERLINE RELOCATION PLAN"; and

16 F. DISTRICT is willing to incorporate WMWD WATERLINE RELOCATION
17 PLAN as part of its construction contract for PROJECT; and

18 G. Due to mutual interests in this PROJECT, DISTRICT and WMWD are
19 willing to make a financial contribution to WMWD WATERLINE based on a 50-50 cost share
20 formula, as provided in this agreement for an estimated total project cost of two hundred thirty-
21 six thousand dollars (\$236,000); and

22 H. DISTRICT contribution toward the design, inspection and construction costs
23 are as follows:
24

- 25 (i) An amount not to exceed seventeen thousand five hundred dollars
26 (\$17,500) for the engineering design and cost proposal for the
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1 preparation of WATERLINE RELOCATION PLAN, hereinafter
2 called "WMWD DESIGN COST"; and

3 (ii) One hundred percent (100%) of the lowest responsible construction
4 contract bid amount price for the construction of WMWD
5 WATERLINE, plus an additional ten percent (10%) in the event of
6 changed or unforeseen field conditions during construction that
7 resulted in construction costs increase above the lowest responsible bid
8 contract price for the construction, hereinafter called "ACTUAL
9 WATERLINE CONSTRUCTION COST"; and

10 (iii) An amount not to exceed eighteen thousand dollars (\$18,000) for
11 construction inspection services of WMWD WATERLINE, in
12 accordance with DISTRICT and WMWD approved WATERLINE
13 RELOCATION PLAN, hereinafter called "WMWD
14 ADMINISTRATIVE COST"; and

15 I. WMWD is willing to reimburse DISTRICT for fifty (50%) of the ACTUAL
16 WATERLINE CONSTRUCTION COST, hereinafter called "WMWD CONSTRUCTION
17 COST", provided that the total amount shall not exceed eighty-two thousand five hundred dollars
18 (\$82,500); and

19 J. DISTRICT and WMWD acknowledge it is in the best interest of the public
20 to proceed with the construction of PROJECT at the earliest possible date; and

21 K. The purpose of this Agreement is to memorialize the mutual understandings
22 by and between DISTRICT and WMWD with respect to funding, design, inspection and
23 construction of the relocation of the interfering and affected portion of WMWD WATERLINE.
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1 NOW, THEREFORE, in consideration of the preceding recitals and the mutual
2 covenants hereinafter contained, the parties hereto mutually agree as follows:

3 SECTION I

4 DISTRICT shall:

5
6 1. Pursuant to the California Environmental Quality Act (CEQA), act as Lead
7 Agency and assume responsibility for preparation, circulation and adoption of all necessary and
8 appropriate CEQA documents pertaining to the construction, operation and maintenance of
9 PROJECT.

10 2. Prepare or cause to be prepared, plans and specifications for DISTRICT
11 DRAINAGE FACILITIES, hereinafter called "DDF PLANS".

12 3. Include WMWD approved and signed WATERLINE RELOCATION PLAN
13 as part of DISTRICT'S construction contract for PROJECT.

14 4. Provide WMWD an opportunity to review and approve, as appropriate,
15 portions of DDF PLANS associated with WATERLINE RELOCATION PLAN prior to awarding
16 a public works construction contract for PROJECT.

17 5. Obtain, at its sole cost and expense, all necessary rights of way, rights of
18 entry and temporary construction easements as may be necessary to construct, inspect, operate
19 and maintain DISTRICT DRAINAGE FACILITIES.

20 6. Secure, at its sole cost and expense, all necessary permits, approvals, licenses
21 or agreements required by any Federal or State resource or regulatory agencies pertaining to the
22 construction, operation and maintenance of DISTRICT DRAINAGE FACILITIES.

23 7. Advertise, award and administer a public works construction contract for
24 PROJECT, including WATERLINE RELOCATION PLAN.
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1 8. Prior to commencing construction, provide WMWD with written notice that
2 DISTRICT has awarded a construction contract. DISTRICT shall also notify and invite WMWD
3 personnel to attend PROJECT pre-construction meeting.

4 9. Notify WMWD in writing at least fourteen (14) days prior to the start of
5 construction of WMWD WATERLINE as set forth in WATERLINE RELOCATION PLAN.

6 10. Not permit any change to, or modification of, WMWD prepared
7 WATERLINE RELOCATION PLAN without the prior written permission and consent of
8 WMWD.

9 11. Construct, or cause to be constructed, PROJECT, including WATERLINE
10 RELOCATION PLAN and pay its respective shared costs associated herewith.

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

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

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

19 15. Within two (2) weeks of completing WMWD WATERLINE relocation
20 construction, provide WMWD with written notice that construction is complete and requesting
21 that WMWD conduct final inspections of WMWD WATERLINE.

22 16. Upon completion of WMWD WATERLINE RELOCATION construction,
23 provide WMWD with notice that the relocation of WMWD WATERLINE is complete.
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1 17. At the time WMWD WATERLINE is functional and backfilled, invoice
2 WMWD for WMWD CONSTRUCTION COST less the sum of WMWD DESIGN COST and
3 WMWD ADMINISTRATIVE COST.
4

5 18. Upon WMWD'S acceptance of the relocated WMWD WATERLINE for
6 ownership, operation and maintenance, provide WMWD with a reproducible duplicate set of
7 "record drawings" plans for the relocation of WMWD WATERLINE.

8 19. Ensure that all work performed pursuant to this Agreement by DISTRICT,
9 its agents or contractors is done in accordance with all applicable laws and regulations, including
10 but not limited to all applicable provisions of the Labor Code, Business and Professions Code,
11 and Water Code. DISTRICT shall be solely responsible for all costs associated with compliance
12 with applicable laws and regulations.
13

14 SECTION II

15 WMWD shall:

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

18 2. Prepare or cause to be prepared, WATERLINE RELOCATION PLAN in
19 accordance with applicable DISTRICT and WMWD standards, and submit to DISTRICT for its
20 review and approval, as appropriate.

21 3. Grant DISTRICT, by execution of this Agreement, all rights necessary to
22 relocate the interfering portion of WMWD WATERLINE pursuant to WMWD prepared
23 WATERLINE RELOCATION PLAN.
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25 4. Not permit any change to or modification of WMWD approved
26 WATERLINE RELOCATION PLAN without the prior written permission and consent of
27 DISTRICT.
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1 5. Inspect the construction of the relocation of WMWD WATERLINE and
2 communicate all comments or concerns to DISTRICT personnel who shall be solely responsible
3 for all quality control communications with DISTRICT'S contractor(s) during the construction of
4 PROJECT.

6 6. Upon receipt of DISTRICT'S written notice that the relocation of WMWD
7 WATERLINE is complete, conduct a final inspection of WMWD WATERLINE as set forth in
8 Section I.15.

9 7. Invoice DISTRICT, at the time of conducting a final inspection of WMWD
10 WATERLINE for WMWD DESIGN COST and WMWD ADMINISTRATIVE COST, provided
11 the total amount does not to exceed thirty-five thousand five hundred dollars (\$35,500).

13 8. Upon receipt of DISTRICT'S written notice for WMWD WATERLINE
14 relocation construction, as set forth in Section I.16., reimburse DISTRICT within thirty (30) days
15 after receipt of DISTRICT'S appropriate invoice for WMWD CONSTRUCTION COST as set
16 forth in Section I.17.

17 9. Upon its determination that WMWD WATERLINE relocation is deemed
18 complete, provide DISTRICT with a written Notice of Final Acceptance and, thereupon, assume
19 sole responsibility for ownership, operation and maintenance of the relocated WMWD
20 WATERLINE.
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22 SECTION III

23 It is further mutually agreed:

24 1. WMWD WATERLINE shall, at all times, remain solely owned by and the
25 exclusive responsibility of WMWD. Nothing herein shall be construed as creating any obligation
26 or responsibility on the part of DISTRICT to operate, maintain or warranty WMWD
27 WATERLINE.
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1 2. Except as otherwise provided herein, all construction work involved with
2 PROJECT, including relocation of WMWD WATERLINE, shall be inspected by DISTRICT and
3 WMWD, and shall not be deemed complete until approved and accepted as complete by
4 DISTRICT.

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6 3. In the event WMWD desires to include any additional work as part of the
7 relocation of WMWD WATERLINE, WMWD shall submit a written request to DISTRICT
8 describing the additional work desired and agree to pay DISTRICT for any agreed upon work
9 requested. Payment for WMWD requested additional work shall be based upon actual quantities
10 of materials installed at the contract unit prices bid or at the negotiated change order prices.

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

16 5. DISTRICT shall indemnify, defend, save and hold harmless WMWD
17 (including its officers, elected and appointed officials, employees, agents, representatives,
18 independent contractors, and subcontractors) from any liabilities, claim, damage, proceeding or
19 action, present or future, based upon, arising out of or in any way relating to DISTRICT'S
20 (including its officers, Board of Supervisors, elected and appointed officials, employees, agents,
21 representatives, independent contractors, and subcontractors) actual or alleged acts or omissions
22 related to this Agreement, performance under this Agreement, or failure to comply with the
23 requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily
24 injury or death (c) payment of attorney's fees; or (d) any other element of any kind or nature
25 whatsoever.
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1 6. WMWD shall indemnify, defend, save and hold harmless DISTRICT
2 (including its officers, Board of Supervisors, elected and appointed officials, employees, agents,
3 representatives, independent contractors, and subcontractors) from any liabilities, claim, damage,
4 proceeding or action, present or future, based upon, arising out of or in any way relating to
5 WMWD'S (including its officers, elected and appointed officials, employees, agents,
6 representatives, independent contractors, and subcontractors) actual or alleged acts or omissions
7 related to this Agreement, performance under this Agreement, or failure to comply with the
8 requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily
9 injury or death; (c) payment of attorney's fees; or (d) any other element of any kind or nature
10 whatsoever.
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12 7. This Agreement is made and entered into for the sole protection and benefit
13 of the parties hereto. No other person or entity shall have any right or action based upon the
14 provisions of this Agreement.
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16 8. Any and all notices sent or required to be sent to the parties of this Agreement
17 will be mailed by first class mail, postage prepaid, to the following addresses:
18

19 RIVERSIDE COUNTY FLOOD CONTROL
20 AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Engineering Services Section

WESTERN MUNICIPAL WATER
DISTRICT
14205 Meridian Parkway
Riverside, CA 92518
Attn: Thomas W. Thornton

21 9. If any provision in this Agreement is held by a court of competent jurisdiction
22 to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full
23 force without being impaired or invalidated in any way.
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25 10. This Agreement is to be construed in accordance with the laws of the State
26 of California.
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1 11. DISTRICT and WMWD shall not assign this Agreement without the written
2 consent of the other parties.

3 12. Any action at law or in equity brought by any of the parties hereto for the
4 purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of
5 competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive
6 all provisions of law providing for a change of venue in such proceedings to any other county.
7

8 13. This Agreement is the result of negotiations between the parties hereto, and
9 the advice and assistance of their respective counsel. The fact that this Agreement was prepared
10 as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty
11 or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT
12 prepared this Agreement in its final form.
13

14 14. Any waiver by DISTRICT or WMWD, or any breach by any other party of
15 any provision of this Agreement shall not be construed to be a waiver of any subsequent or other
16 breach of the same or any other provision hereof. Failure on the part of DISTRICT or WMWD
17 to require from any other party exact, full and complete compliance with any of the provisions of
18 this Agreement shall not be construed as in any manner changing the terms hereof, or stopping
19 DISTRICT or WMWD from enforcing this Agreement.
20

21 15. This Agreement is intended by the parties hereto as a final expression of their
22 understanding with respect to the subject matter hereof and as a complete and exclusive statement
23 of the terms and conditions thereof and supersedes any and all prior and contemporaneous
24 agreements and understandings, oral and written, in connection therewith. This Agreement may
25 be changed or modified only upon the written consent of the parties hereto.
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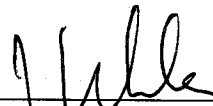
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

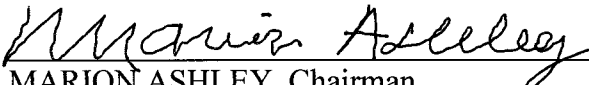
MAR 07 2017

(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

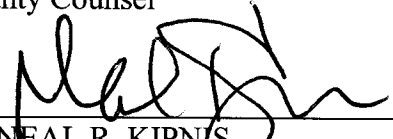
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

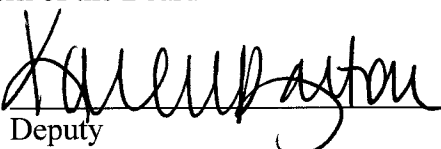
APPROVED AS TO FORM:

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: Western Municipal Water District
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
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WESTERN MUNICIPAL WATER DISTRICT

By 

JOHN V. ROSSI
General Manager

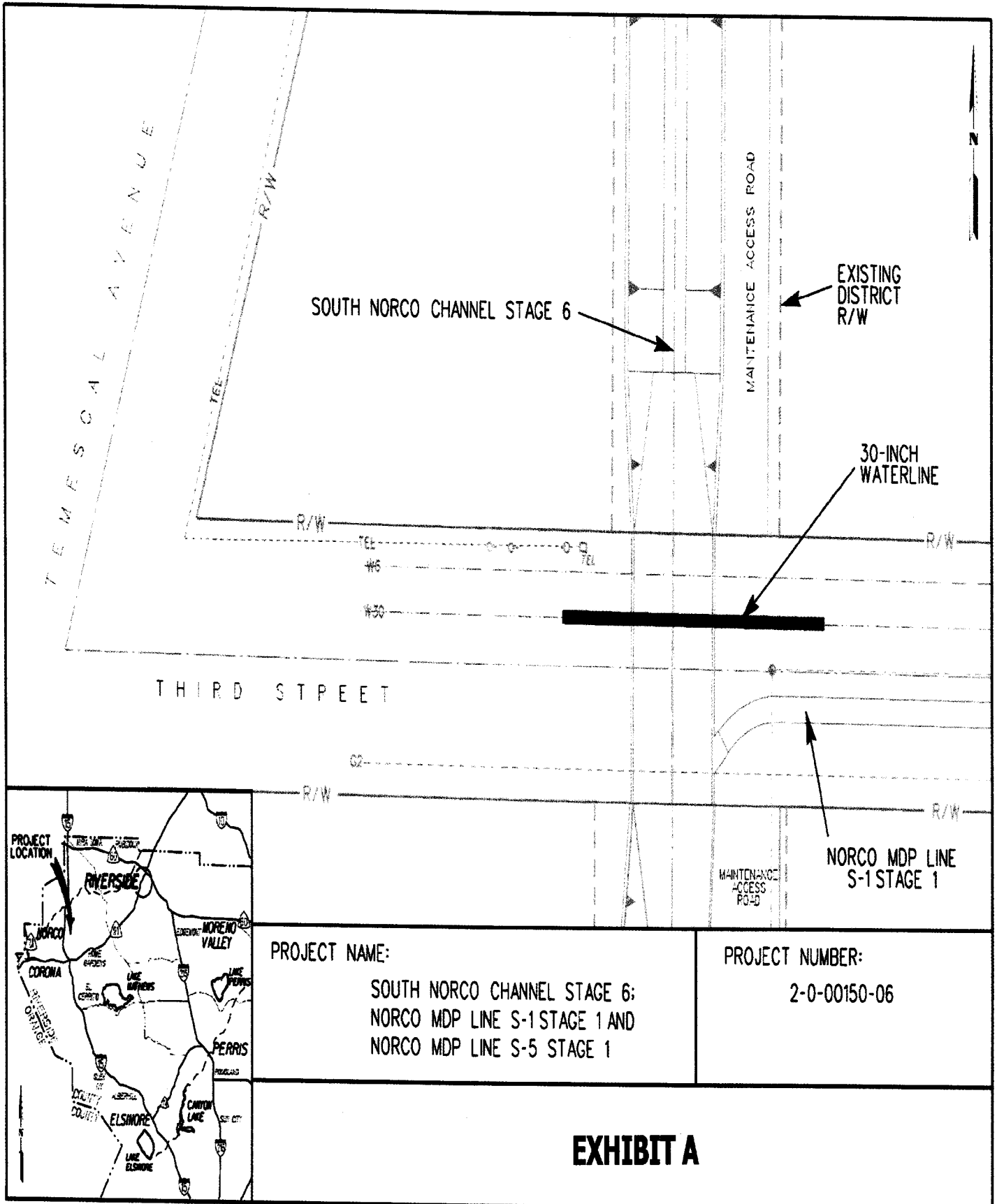
ATTEST:

By 

JEAN PERRY
Board Secretary

(SEAL)

Cooperative Agreement: Western Municipal Water District
South Norco Channel, Stage 6
Norco Master Drainage Plan Line S-1, Stage 1
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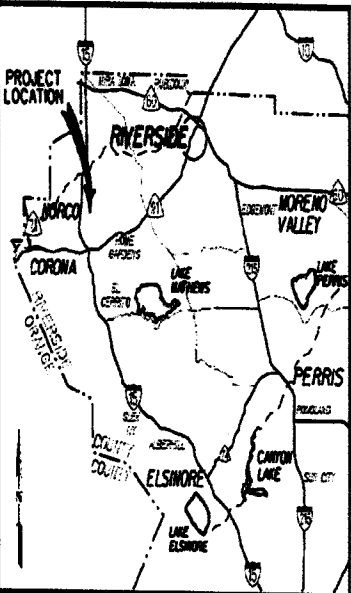
SOUTH NORCO CHANNEL STAGE 6

EXISTING DISTRICT R/W

30-INCH WATERLINE

THIRD STREET

NORCO MDP LINE S-1 STAGE 1



PROJECT NAME:
 SOUTH NORCO CHANNEL STAGE 6;
 NORCO MDP LINE S-1 STAGE 1 AND
 NORCO MDP LINE S-5 STAGE 1

PROJECT NUMBER:
 2-0-00150-06

EXHIBIT A