

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



ITEM
11.1
(ID # 4034)

MEETING DATE:
Tuesday, March 13, 2018

FROM : FLOOD CONTROL DISTRICT:

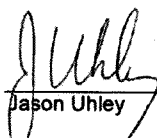
SUBJECT: FLOOD CONTROL DISTRICT: Approval of Amended and Restated Cooperative Funding Agreement for South Norco Channel, Stage 6; Norco Master Drainage Plan Line S-1, Stage 1; and Norco Master Drainage Plan Line S-5, Stage 1; Project Nos. 2-0-00150, 2-0-00163, and 2-0-000165; [District 2] [\$7,792,877 - Total Estimated Project Cost] District Zone 2 Funds - 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Amended and Restated Cooperative Funding Agreement between the Riverside County Flood Control and Water Conservation District (District) and the City of Norco (City); and
2. Authorize the Chairman to execute the Amended and Restated Cooperative Funding Agreement documents on behalf of the District; and
3. Direct the Clerk of the Board to return three (3) copies of the executed Agreement to the District.

Prev. Agn. Ref.: MT#1795 11-1 of 12/13/16

ACTION: Policy

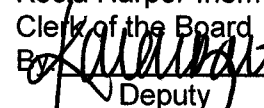

Jason Uhley

2/22/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: March 13, 2018
xc: Flood

Kecia Harper-Ihem
Clerk of the Board

Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,273,267	\$ 6,519,610	\$ 7,792,877	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 25120-947420-548200 Zone 2 Construction (Infrastructure)			Budget Adjustment: No	
			For Fiscal Year: 17/18 – 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This document replaces the December 13, 2016 Cooperative Funding Agreement in its entirety. The Cooperative Funding Agreement is being amended and restated to include certain waterline relocation design plans and detailed specifications as prepared by the City. The City shall reimburse the District 100% for all waterline relocation costs.

This Amended and Restated Cooperative Funding 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.

An Initial Study/Mitigated Negative Declaration was prepared by the District and adopted for the project by the Board of Supervisors on January 5, 2016. No further environmental review is warranted for the project at this time.

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

Prev. Agn. Ref.: MT#1795 11-1 of 12/13/16

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

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areas; (iii) improve traffic safety during periods of flooding; and (iv) 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 which is estimated to cost \$7,792,877. 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.

Project Funding Summary

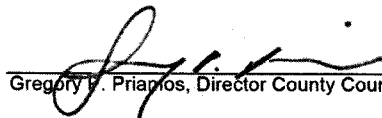
\$1,273,267	Current Fiscal Year Project Appropriation
<u>\$6,519,610</u>	<u>Next Fiscal Year Estimated Project Appropriation</u>
\$7,792,877	Total Estimated Project Cost

Pursuant to the Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) executed on June 22, 2004, the District is required to make a payment to the Western Riverside County Regional Conservation Authority (RCA) for up to 3% of the bid price as required mitigation for the construction of flood control facilities. The MSHCP mitigation fee is based on the engineers estimated project cost, however, the actual 3% payment will be based on the project's lowest responsive contract bid price. The actual mitigation payment that will be made by the District may be reduced based on acquisition of replacement habitat for the benefit of Covered Species, as defined in the Implementing Agreement and the MSHCP.

ATTACHMENTS:

1. Vicinity Map
2. Cooperative Funding Agreement

TRI:blm
P8/218160



Gregory P. Priaplos, Director County Counsel 1/22/2018

AMENDED and RESTATED COOPERATIVE
FUNDING AGREEMENT

South Norco Channel, Stage 6
Norco Master Drainage Plan Line S-1, Stage 1
Norco Master Drainage Plan Line 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, a body politic, hereinafter called "DISTRICT", and the City of Norco, a municipal corporation, hereinafter called "CITY", hereby agree as follows:

RECITALS

A. On December 13, 2016 [DISTRICT's Board Agenda Item No. 11-1], DISTRICT and CITY entered into a Cooperative Funding Agreement ("PRIOR AGREEMENT"), which set forth the terms and conditions by which DISTRICT would design and construct certain flood control facilities within the Norco Master Drainage Plan (MDP) as shown on District Drawing No. 2-0458.

B. DISTRICT and CITY now wish to amend and restate their respective understandings, roles and responsibilities pertaining to the project set forth herein to include certain waterline relocation design plans and detailed specifications as prepared by CITY. Furthermore, DISTRICT and CITY mutually agree that the provisions of this Agreement shall supersede all provisions of PRIOR AGREEMENT; and

C. DISTRICT has budgeted for and plans to construct certain flood control facilities to provide necessary flood control and drainage improvements for certain areas within CITY; and

D. 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

1 with approximately 4,100 lineal feet trapezoidal channel and
2 reinforced concrete box ("STAGE 6") as shown in concept in red
3 on Exhibit "A", attached hereto and made a part hereof, and
4

5 (ii) Norco Master Drainage Plan Line S-1, Stage 1 – construction of
6 approximately 2,550 lineal feet of underground reinforced
7 concrete pipe system extending from STAGE 6 within Third
8 Street, then northerly and southerly within Hillside Avenue (the
9 "LINE S-1") as shown in concept in purple on Exhibit A, and

10 (iii) Norco Master Drainage Plan S-5, Stage 1 – construction of
11 approximately 3,250 lineal feet of underground reinforced
12 concrete pipe system from the upstream end of STAGE 6, then
13 northeasterly along Hillside Lane, and then northerly within
14 Hillside Avenue ("LINE S-5") as shown in concept in green on
15 Exhibit A. Together, STAGE 6, LINE S-1 and LINE S-5 are
16 called "DISTRICT DRAINAGE FACILITIES"; and
17

18 E. DISTRICT has also budgeted for and plans to construct additional
19 street improvements along Temescal Avenue and Third Street ("STREET IMPROVEMENTS");
20 and
21

22 F. Associated with the construction of DISTRICT DRAINAGE
23 FACILITIES is the construction of various curb and gutter, sidewalks, catch basins, laterals,
24 connector pipes and storm drains that are thirty-six inches (36") or less in diameter as depicted
25 on Drawing No. 2-0458 ("APPURTENANCES"). District shall convey the storm drain
26 easements within privately owned streets to CITY where APPURTENANCES are proposed.
27 Together, STREET IMPROVEMENTS and APPURTENANCES are called "CITY
28 FACILITIES"; and

1 G. DISTRICT will include the waterline relocation design plans and
2 detailed specifications as prepared by CITY as part of DISTRICT drawings called "SOUTH
3 NORCO CHANNEL, STAGE 6 WATERLINE RELOCATION" (WATERLINE
4 RELOCATION) and generally consist of the following:

- 5
- 6 (i) Relocate three (3) waterlines on Third Street between Temescal
7 Avenue and Hillside Avenue as shown in concept in blue on
8 Exhibit B, attached hereto and made a part thereof; and
- 9 (ii) Relocate two (2) waterlines along STAGE 6 between Willow
10 Drive and Ridgecrest Avenue as shown in concept in blue on
11 Exhibit B, attached hereto and made a part thereof; and
- 12 (iii) Two (2) waterlines which CITY will relocate and abandon the
13 waterlines in place for contractor to remove, on STAGE 6
14 between Willow Drive and Third Street as shown in concept in
15 pink on Exhibit B, attached hereto and made a part thereof; and
- 16 (iv) One (1) minor service laterals which contractor will relocate per
17 CITY standard drawing numbers 410 and 412 near Temescal
18 Avenue and Third Street as shown in concept in green on Exhibit
19 B attached hereto and made a part thereof.

20
21
22 H. Together DISTRICT DRAINAGE FACILITIES, CITY FACILITIES
23 and WATERLINE RELOCATION are called "PROJECT"; and

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

26 J. The purpose of this Agreement is to memorialize the mutual
27 understandings by and between DISTRICT and CITY with respect to design, construction,
28 inspection, ownership, operation and maintenance of PROJECT.

1 NOW, THEREFORE, in consideration of the preceding recitals and the
2 mutual 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
7 as the Lead Agency and assume responsibility for the preparation, circulation, and adoption
8 of all necessary and appropriate CEQA documents pertaining to the construction, operation
9 and maintenance of PROJECT.

10 2. Prepare or cause to be prepared, plans and specifications for
11 PROJECT ("IMPROVEMENT PLANS"), in accordance with applicable DISTRICT and CITY
12 standards.

13
14 3. Obtain, at its sole cost and expense, all necessary rights of way,
15 rights of entry and temporary construction easements necessary to construct, inspect, operate
16 and maintain PROJECT.

17 4. Except as provided in Section II.4., secure, at its sole cost and expense,
18 all necessary permits, approvals, licenses or agreements required by any Federal, State or
19 local resource or regulatory agencies pertaining to the construction, operation and maintenance
20 of PROJECT.

21
22 5. Prior to advertising PROJECT for public works construction contract
23 bids, submit IMPROVEMENT PLANS to CITY for its review and approval, as appropriate.

24 6. Advertise, award and administer a public works construction
25 contract for PROJECT.

26 7. Provide CITY with written notice that DISTRICT has awarded a
27 construction contract for PROJECT and invoice CITY one hundred percent (100%) of the bid
28 amount related to WATERLINE RELOCATION.

1 8. Within thirty (30) days of awarding PROJECT construction contract as
2 outlined in Section I.7., pay Riverside Conservation Agency (RCA) the costs associated with the
3 Multi-Species Habitat Conservation Plan (MSHCP), which is either i) the lesser of three percent
4 (3%) of the lowest responsible bid contract price for PROJECT construction hereinafter called
5 "BID PRICE" or ii) three percent (3%) of the BID PRICE less the value of applicable project-
6 specific mitigation.
7

8 9. Prior to commencing PROJECT construction, schedule and conduct
9 a pre-construction meeting between DISTRICT, CITY and other affected entities. DISTRICT
10 will notify CITY at least twenty (20) days prior to conducting the pre-construction meeting
11

12 10. Furnish CITY, at the time of providing written notice for the pre-
13 construction meeting as set forth in Section I.9., with a construction schedule showing the
14 order and dates in which DISTRICT or DISTRICT's contractor proposes to carry on the
15 various parts of work, including estimated start and completion dates.
16

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

22 12. Inspect, or cause to be inspected, construction of PROJECT.
23

24 13. Require its construction contractor(s) to comply with all Cal/OSHA
25 safety regulations including regulations concerning confined space and maintain a safe working
26 environment for all DISTRICT and CITY employees on the site.
27

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

15. Accept ownership and sole responsibility for the operation and maintenance of PROJECT until such time as CITY accepts ownership and responsibility for operation and maintenance of CITY FACILITIES and WATERLINE RELOCATION.

16. Within two (2) weeks of completing PROJECT construction or any of PROJECT components, provide CITY with written notice that PROJECT or PROJECT component construction is substantially complete and requesting that CITY conduct a final inspection of PROJECT or PROJECT component.

17. Upon DISTRICT's and CITY's acceptance of PROJECT construction as complete, provide CITY with a copy of DISTRICT's Notice of Completion and invoice CITY for any change orders associated with WATERLINE RELOCATION.

18. Upon CITY's acceptance of CITY FACILITIES and WATERLINE RELOCATION for ownership, operation and maintenance, provide CITY with a reproducible duplicate set of "record drawings" of PROJECT plans.

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

SECTION II

CITY shall:

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

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

3. Grant DISTRICT, by execution of this Agreement, all rights of way

1 necessary to construct, inspect, operate and maintain PROJECT within CITY rights of way.

2 4. Issue, at no cost to DISTRICT or DISTRICT's contractor, the
3 necessary encroachment permit(s) and water permit(s) required to construct PROJECT.

4 5. Within thirty (30) days of receipt of DISTRICT's written notice and
5 invoice as set forth in Section I.7, reimburse DISTRICT one hundred percent (100%) of the bid
6 amount for WATERLINE RELOCATION.

7 6. Prior to start of PROJECT construction, order the relocation of all
8 utilities installed by permit or franchise within CITY rights of way that, in DISTRICT's sole
9 discretion, will conflict or interfere with the construction of PROJECT. Said utilities will be
10 relocated at the utility owner's expense.

11 Prior to start of PROJECT construction, order the relocation of CITY-owned
12 utilities within CITY rights of way that, in DISTRICT's sole discretion, will conflict or interfere
13 with the construction of PROJECT. Said utilities will be relocated at CITY's sole expense.

14 7. Prior to start of PROJECT construction, cause any portion(s) of
15 existing waterline(s) that, in DISTRICT's sole discretion, will interfere or conflict with
16 construction of PROJECT, to be isolated and abandoned at CITY's sole expense.

17 8. Inspect PROJECT construction for quality control purposes at its sole
18 expense and provide any comments to DISTRICT personnel who shall be solely responsible
19 for all quality control communications with DISTRICT's contractor(s) during the construction
20 of PROJECT.

21 9. Within thirty (30) days of receipt of DISTRICT's written notice that
22 PROJECT construction is substantially complete as set forth in Section I.16., conduct a final
23 inspection of PROJECT.

24 10. Within thirty (30) days of receipt of DISTRICT's Notice of Completion
25 and invoice as set forth in Section I.17., reimburse DISTRICT for any change orders associated
26
27
28

1 with WATERLINE RELOCATION.

2 11. Accept ownership and sole responsibility for the operation and
3 maintenance of CITY FACILITIES and WATERLINE RELOCATION upon (i) receipt of
4 DISTRICT's Notice of Completion as set forth in Section I.17.

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

12 SECTION III

13 It is further mutually agreed:

14 1. Except as otherwise provided herein, all construction work involved
15 with PROJECT shall be inspected by DISTRICT but shall not be deemed complete until
16 DISTRICT and CITY mutually agree that construction is completed in accordance with
17 DISTRICT and CITY approved IMPROVEMENT PLANS.
18

19 2. Except as otherwise provided herein, DISTRICT shall not be
20 responsible for the relocation of any utilities, or waterlines that will, in DISTRICT's sole
21 discretion, conflict or interfere with the construction of PROJECT.
22

23 3. Except as otherwise provided herein, DISTRICT shall not be
24 responsible for any additional street repairs or improvements not shown in IMPROVEMENT
25 PLANS and not as a result of PROJECT construction.

26 4. DISTRICT and CITY each pledge to cooperate in regard to the
27 operation and maintenance of their respective facilities as set forth herein and to discharge their
28 respective maintenance responsibilities in an expeditious fashion so as to avoid the creation of

1 any nuisance condition or undue maintenance impact upon the others' facilities.

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

14 6. Any waiver by DISTRICT or by CITY of any breach of any one or
15 more of the terms of this Agreement shall not be construed to be a waiver of any subsequent
16 or other breach of the same or of any other term hereof. Failure on the part of DISTRICT
17 or CITY to require exact, full and complete compliance with any terms of this Agreement
18 shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT
19 or CITY from enforcement hereof.
20

21 7. This Agreement is to be construed in accordance with the laws of the
22 State of California.
23

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

26 RIVERSIDE COUNTY FLOOD CONTROL
27 CONSERVATION DISTRICT
28 1995 Market Street
Riverside, CA 92501
Attn: Engineering Services Section

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

1
2 9. If any provision in this Agreement is held by a court of competent
3 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless
4 continue in full force without being impaired or invalidated in any way.

5 10. Any action at law or in equity brought by any of the parties hereto
6 for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a
7 court of competent jurisdiction in the County of Riverside, State of California, and the parties
8 hereto waive all provisions of law providing for a change of venue in such proceedings to
9 any other county.
10

11 11. This Agreement is the result of negotiations between the parties
12 hereto, and the advice and assistance of their respective counsel. The fact that this Agreement
13 was prepared as a matter of convenience by DISTRICT shall have no import or significance.
14 Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT
15 because DISTRICT prepared this Agreement in its final form.
16

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

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

26 //
27
28


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

MAR 13 2018

(to be filled in by Clerk of the Board)

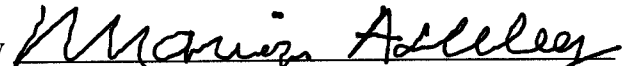
RECOMMENDED FOR APPROVAL:

By


JASON E. UHLEY
General Manager-Chief Engineer

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

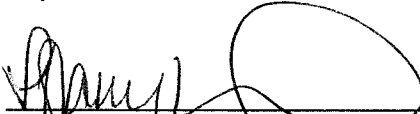
By


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

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By


TIFFANY N. NORTH
Chief Deputy County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

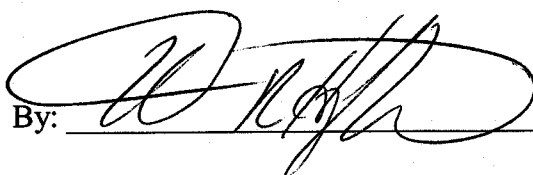
By


Deputy

(SEAL)


Amended and Restated 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 2-0-0165
10/04/17
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CITY OF NORCO

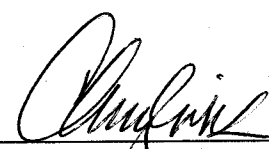
By: 

Mayor

APPROVED AS TO FORM:

By: 
JOHN HARPER
City Attorney

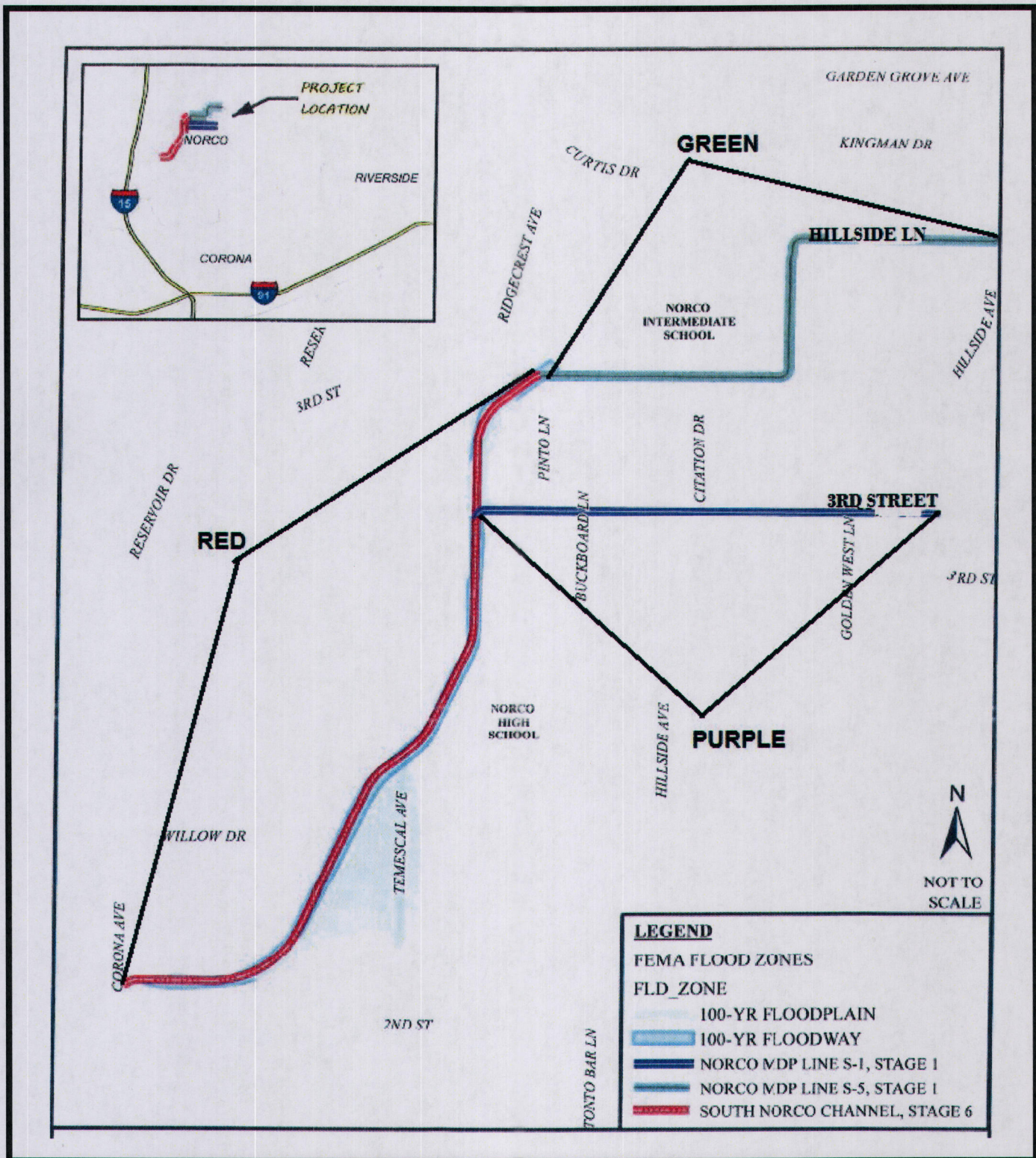
ATTEST:

By: 
CHERYL LINK, CMC
City Clerk

(SEAL)

Amended and Restated 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 2-0-0165
10/04/17
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Exhibit A



COOPERATIVE FUNDING AGREEMENT

South Norco Channel, Stage 6

Norco MDP Line S-1, Stage 1

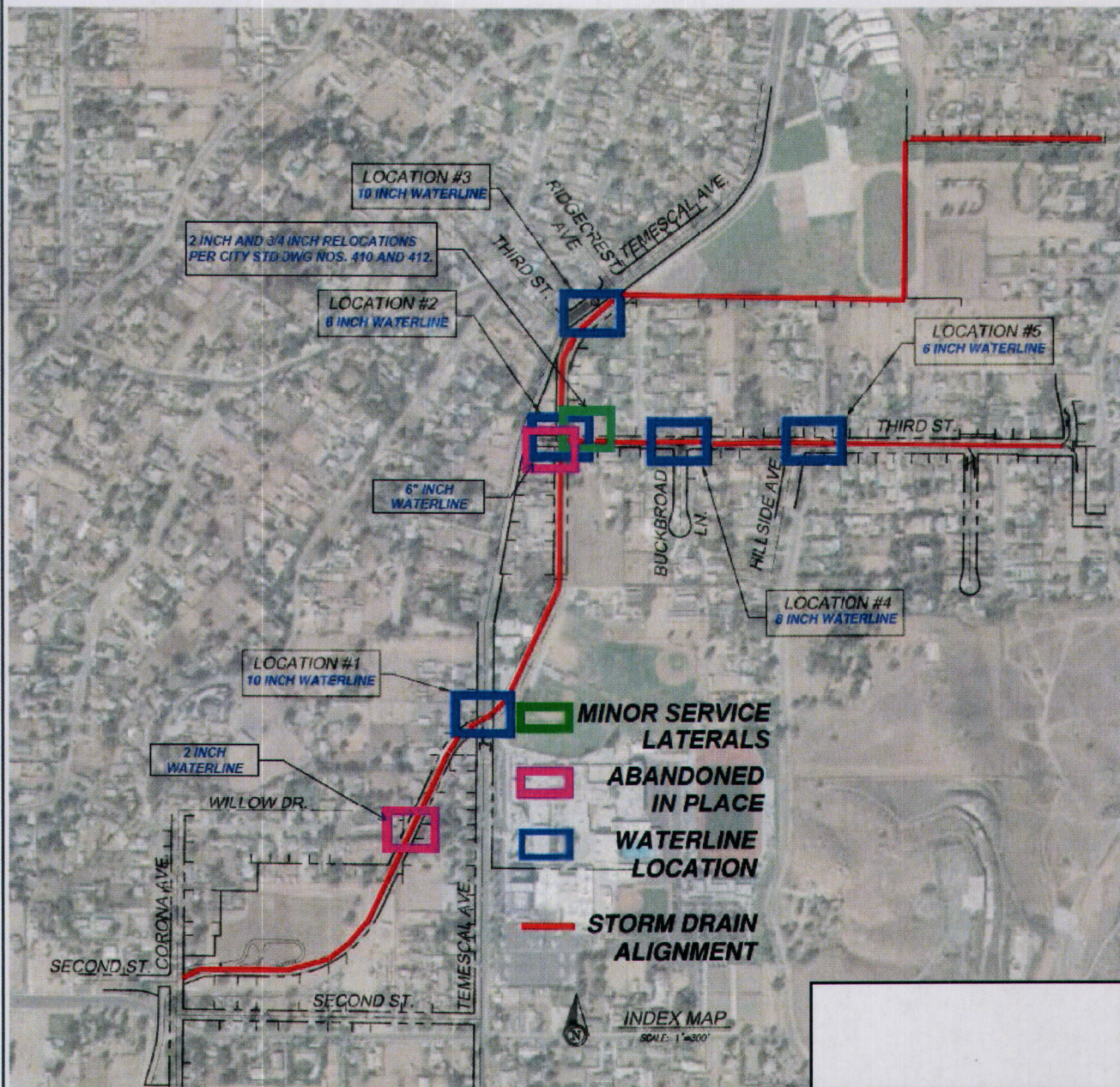
Norco MDP Line S-5, Stage 1

South Norco Channel Stage 6 Waterline Relocation

Project Nos. 2-0-00150, 2-0-00163 & 2-0-00165

Exhibit B

SOUTH NORCO CHANNEL, STAGE 6 WATERLINE RELOCATION EXHIBIT



COOPERATIVE FUNDING AGREEMENT

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

Project Nos. 2-0-00150, 2-0-00163 & 2-0-00165