

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



ITEM
11.1
(ID # 6724)

MEETING DATE:

Tuesday, May 22, 2018

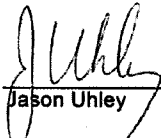
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Funding Agreement between the Riverside County Flood Control and Water Conservation District and the City of Norco for Norco Minor Drainage Improvements Andalusian Drive and Spencer Boulevard Storm Drains, Project No. 2-6-10022, District 2. [Not to Exceed \$210,669 - District Zone 2 Funds 100%] (CLERK TO POST NOTICE)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Finds that this Funding Agreement (the Project) is exempt from the California Environmental Quality Act ("CEQA") as it has been determined that the Project qualifies for "Class 1 Categorical Exemption" pursuant to the State CEQA Guidelines: Section 15301 (c) "Existing Facilities", and the Project is also consistent with Section 15332 Class 32 "In-Fill Development Projects"; and
2. Approve the Funding Agreement between the Riverside County Flood Control and Water Conservation District (District) and the City of Norco (City); and
3. Authorize the Chairman to execute the Funding Agreement on behalf of the District; and
4. Direct the Clerk of the Board to return two (2) copies of the executed Funding Agreement to the District; and
5. Direct the Clerk of the Board to file the CEQA Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

ACTION: Policy



Jason Uhley

5/8/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Tavaglione 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: May 22, 2018
xc: Flood, Recorder

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**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$194,830	\$15,839	\$210,669	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 25120-947420-536200 Contribution to Non-County Agency – Zone 2 (97.7%); 25120-947420-523220 License and Permits – Zone 2 (2.3%)			Budget Adjustment: No	
			For Fiscal Year: 17/18 – 18/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Funding Agreement sets for the terms and conditions by which the District will contribute funding to the City for the construction of the Andalusian Drive and Spencer Boulevard Storm Drains as part of a City-administered contract.

The District desires to support the City's efforts to construct the Andalusian Drive and Spencer Boulevard Storm Drains, two minor storm drain improvements that will reduce erosion and provide flood protection to the adjacent residents and businesses. Therefore, the District will contribute up to two hundred five thousand nine hundred seventeen dollars (\$205,917) in funding to the City for the construction of the Andalusian Drive and Spencer Boulevard Storm Drains. The City will be solely responsible for the design and construction of the project. Upon completion of construction, the City will accept sole responsibility for the ownership, operation and maintenance of the facilities.

Pursuant to the California Environmental Quality Act (CEQA), the Project was reviewed and has been determined to be categorically exempt from CEQA under State CEQA Guidelines. The Project qualifies for a "Class 1 Categorical Exemption" pursuant to Section 15301(c) of the California Environmental Quality Act ("CEQA") Guidelines. In addition, pursuant to Section 15332 of the State CEQA Guidelines, the minor drainage improvements meet the conditions described in Section 15332 for In-Fill Development Projects. The District's Board is authorizing the funding of minor storm drain improvements to private property and an existing road.

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

Impact on Residents and Businesses

The Funding Agreement will be 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 resolve ongoing flooding/ponding and erosion issues and benefit residents and businesses in the area.

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SUPPLEMENTAL:

Additional Fiscal Information

Project Funding Summary

\$205,917	Maximum District Contribution
\$ 4,752	Multiple Species Habitat Conservation Plan Fee
<hr/>	<hr/>
\$210,669	Total Estimated Project Cost

The District is providing up to \$205,917 in funding to the City for the project's construction. Sufficient funds are available in the District's Zone 2 budget for FY 2017-2018 and will be included in the proposed budget in future years as appropriate. Future operations and maintenance costs associated with the project will accrue to the City.

Pursuant to the Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) executed on June 22, 2004, the District is a participating agency. The District is making a payment to the Western Riverside County Regional Conservation Authority (RCA) for up to 3% of the total capital costs as required mitigation for the construction of flood control facilities in cooperation with and on behalf of the City. The MSCHP 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. The minor drainage improvements within a developed area will not affect any MSHCP conservation areas or conflict with any MSHCP policies.

ATTACHMENTS:

1. Vicinity Map
2. Funding Agreement
3. CEQA Notice of Exemption
4. Authorization to Bill

RKM:cw
P8/220722

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



Jeanine Rey, Finance Director

5/7/2018



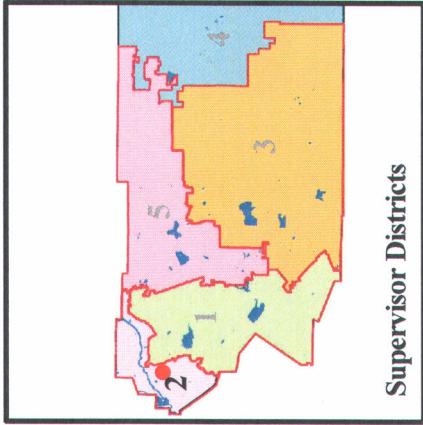
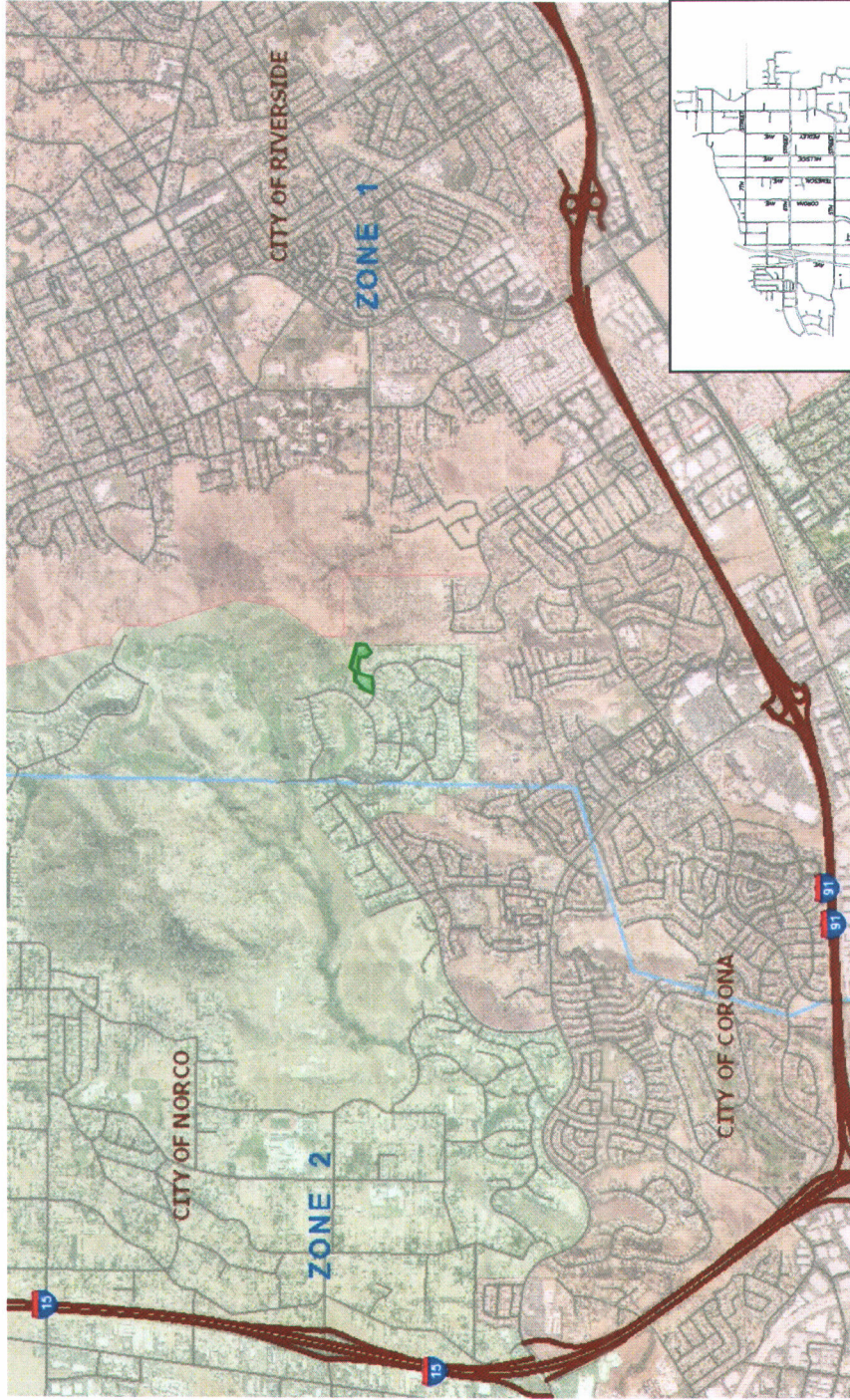
Jason Farin, Senior Management Analyst

5/14/2018



Gregory V. Priamos, Director County Counsel

5/9/2018



Supervisor Districts

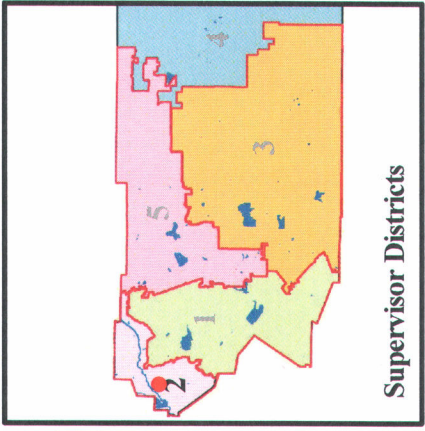
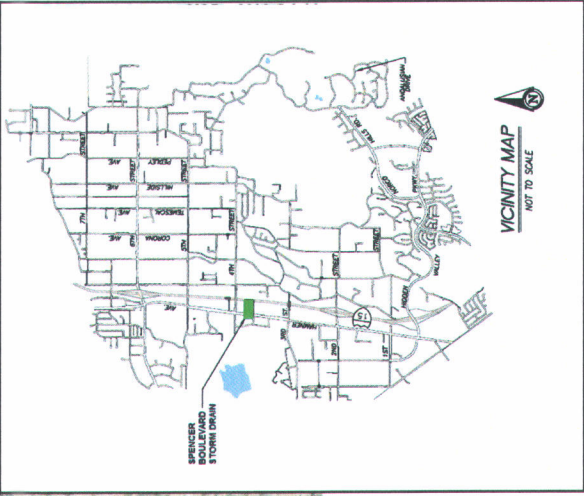
LEGEND:

- Project Vicinity
- Supervisor District

DESCRIPTION:

Norco Minor Drainage Improvements
 Andalusian Drive Storm Drain
 Project No. 2-6-10022
 Supervisor District 2





Supervisor Districts

LEGEND:

- Project Vicinity
- Existing District Facilities
- Supervisor District

DESCRIPTION:

Norco Minor Drainage Improvements
 Spencer Boulevard Storm Drain
 Project No. 2-6-10022
 Supervisor District 2



FUNDING AGREEMENT

Norco Minor Drainage Improvements
Andalusian Drive and Spencer Boulevard Storm Drains
Project No. 2-6-10022

The RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT, a body politic, ("DISTRICT") and the CITY OF NORCO, a
municipal corporation ("CITY") hereby enter into this Funding Agreement ("Agreement") and
agree as follows:

RECITALS

A. CITY has prepared plans and specifications ("IMPROVEMENT PLANS")
for the construction of the following:

1. Certain storm drain improvements as part of its Andalusian Drive
Improvements project ("ANDALUSIAN STORM DRAIN"), as
shown in concept in red on Exhibit "A" attached hereto and made a
part hereof; and
2. Certain storm drain improvements as part of its Spencer Boulevard
Improvements project ("SPENCER STORM DRAIN"), as shown in
concept in blue on Exhibit "A" attached hereto and made a part hereof;
and
3. Together, ANDALUSIAN STORM DRAIN and SPENCER STORM
DRAIN are hereinafter called "CITY FACILITIES"; and

B. Associated with the construction of CITY FACILITIES is the construction
of certain underground connector pipes, inlets, outlets, curb and gutter, catch basins and
connector pipes located within CITY-held easements or rights of way, hereinafter called
"APPURTENANCES"; and

1 C. Together, CITY FACILITIES and APPURTENANCES are hereinafter
2 called "PROJECT"; and

3 D. CITY plans to advertise, award and administer a public works construction
4 contract for PROJECT during Fiscal Year 2017/18; and

5 E. CITY desires that DISTRICT contribute funding for the construction of
6 PROJECT; and

7 F. DISTRICT has reviewed IMPROVEMENT PLANS; and

8 G. DISTRICT wishes to support CITY's efforts to construct PROJECT by
9 providing a financial contribution toward PROJECT's construction along with associated
10 administrative and ancillary costs as set forth herein; and

11 H. DISTRICT's financial contributions shall be as follows:

12 1. Up to one hundred percent (100%) of the lowest responsive and
13 responsible bid contract amount for the construction of PROJECT ("BID PRICE"); and

14 2. Up to an additional ten percent (10%) of BID PRICE paid in the event
15 that the final PROJECT construction cost exceeds BID PRICE ("CONSTRUCTION
16 CONTINGENCY"); and

17 3. Up to an additional twenty percent (20%) of BID PRICE to offset
18 CITY's costs associated with environmental permitting, surveying, contract administration and
19 other typical ancillary costs related to the delivery of the facility ("ADDITIONAL
20 CONTRIBUTION"); and

21 I. Altogether, BID PRICE and ADDITIONAL CONTRIBUTION are
22 hereinafter called "ESTIMATED CONSTRUCTION COST"; and

23 J. Altogether, ESTIMATED CONSTRUCTION COST and
24 CONSTRUCTION CONTINGENCY are hereinafter called "TOTAL DISTRICT

1 CONTRIBUTION". TOTAL DISTRICT CONTRIBUTION for PROJECT shall not exceed a
2 total of two hundred five thousand nine hundred seventeen dollars (\$205,917); and

3 K. DISTRICT wishes to provide only financial assistance to CITY and have
4 no other role; and

5 L. The purpose of this Agreement is to memorialize the mutual understandings
6 by and between CITY and DISTRICT with respect to the construction, ownership, operation and
7 maintenance of PROJECT and the payment of TOTAL DISTRICT CONTRIBUTION.

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

10 SECTION I

11 CITY shall:

12 1. Pursuant to the California Environmental Quality Act ("CEQA"), act as
13 Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary
14 and appropriate CEQA documents pertaining to the construction, operation and maintenance of
15 PROJECT.

16 2. Obtain, at its sole cost and expense, all necessary permits, approvals or
17 agreements required by any federal, state and local resource or regulatory agencies pertaining to
18 PROJECT ("REGULATORY PERMITS").

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

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

1 of the BID PRICE or (ii) three percent (3%) of BID PRICE less the value of applicable project-
2 specific mitigation.

3 4. Within forty-five (45) days of receiving of CITY's claim for increased
4 construction costs, pay any DISTRICT-approved outstanding claim from CONSTRUCTION
5 CONTINGENCY.

6 SECTION III

7 It is further mutually agreed:

8 1. TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of two
9 hundred five thousand nine hundred seventeen dollars (\$205,917) and shall be used by CITY
10 solely for the purpose of constructing PROJECT as set forth herein. No additional funding
11 whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications,
12 extensions or repairs.

13 2. In the event the actual construction cost for PROJECT is less than the BID
14 PRICE, CITY shall refund the difference to DISTRICT within thirty (30) days of filing the Notice
15 of Completion for PROJECT.

16 3. Under the provisions of this Agreement, DISTRICT shall bear no
17 responsibility whatsoever for the design, construction, ownership, operation or maintenance of
18 PROJECT.

19 4. CITY shall indemnify, defend, save and hold harmless DISTRICT and the
20 County of Riverside (including their agencies, districts, special districts and departments, their
21 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,
22 agents, representatives, independent contractors, and subcontractors) from any liabilities, claim,
23 damage, proceeding or action, present or future, based upon, arising out of or in any way relating
24 to CITY's (including its officers, elected and appointed officials, employees, agents,
25 representatives, independent contractors, and subcontract) actual or alleged acts or omissions

1 related to this Agreement, performance under this Agreement or failure to comply with the
 2 requirements of this Agreement including, but not limited to (a) property damage; (b) bodily
 3 injury or death; (c) payment of attorney fees; or (d) any other element of any kind or nature
 4 whatsoever.

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

8 6. This Agreement is to be construed in accordance with the laws of the State
 9 of California. Neither CITY nor DISTRICT shall assign this Agreement without the written
 10 consent of the other party.

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

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

16 RIVERSIDE COUNTY FLOOD CONTROL
 17 AND WATER CONSERVATION DISTRICT
 18 1995 Market Street
 19 Riverside, CA 92501
 20 Attn: Planning Division

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

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

26 10. Any waiver by DISTRICT or CITY of any breach by any other party of any
 27 provision of this Agreement shall not be construed to be a waiver of any subsequent or other
 28

1 breach of the same or any other provision hereof. Failure on the part of DISTRICT or CITY to
2 require from any other party exact, full and complete compliance with any of the provisions of
3 this Agreement shall not be construed as in any manner changing the terms hereof or estopping
4 DISTRICT or CITY from enforcing this Agreement.

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

10 //

11 //

1 IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on
2 MAY 22 2018

3 (to be filled in by Clerk of the Board)
4
5

RECOMMENDED FOR APPROVAL:

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

By [Signature]
JASON E. UHLEY
General Manager-Chief Engineer

By [Signature]
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 [Signature]
^{Supervising}
Deputy County Counsel

By [Signature]
Deputy

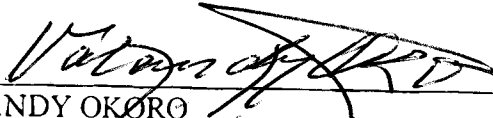
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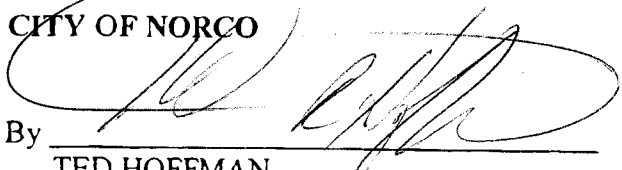
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Funding Agreement with City of Norco
Norco Andalusian Drive and Spencer Boulevard Storm Drains
02/07/18
RKM:blm

RECOMMENDED FOR APPROVAL:


CITY OF NORCO

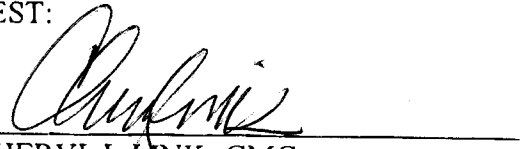
By 
ANDY OKORO
City Manager

By 
TED HOFFMAN
Mayor

APPROVED AS TO FORM:

ATTEST:

By 
JOHN HARPER
City Attorney

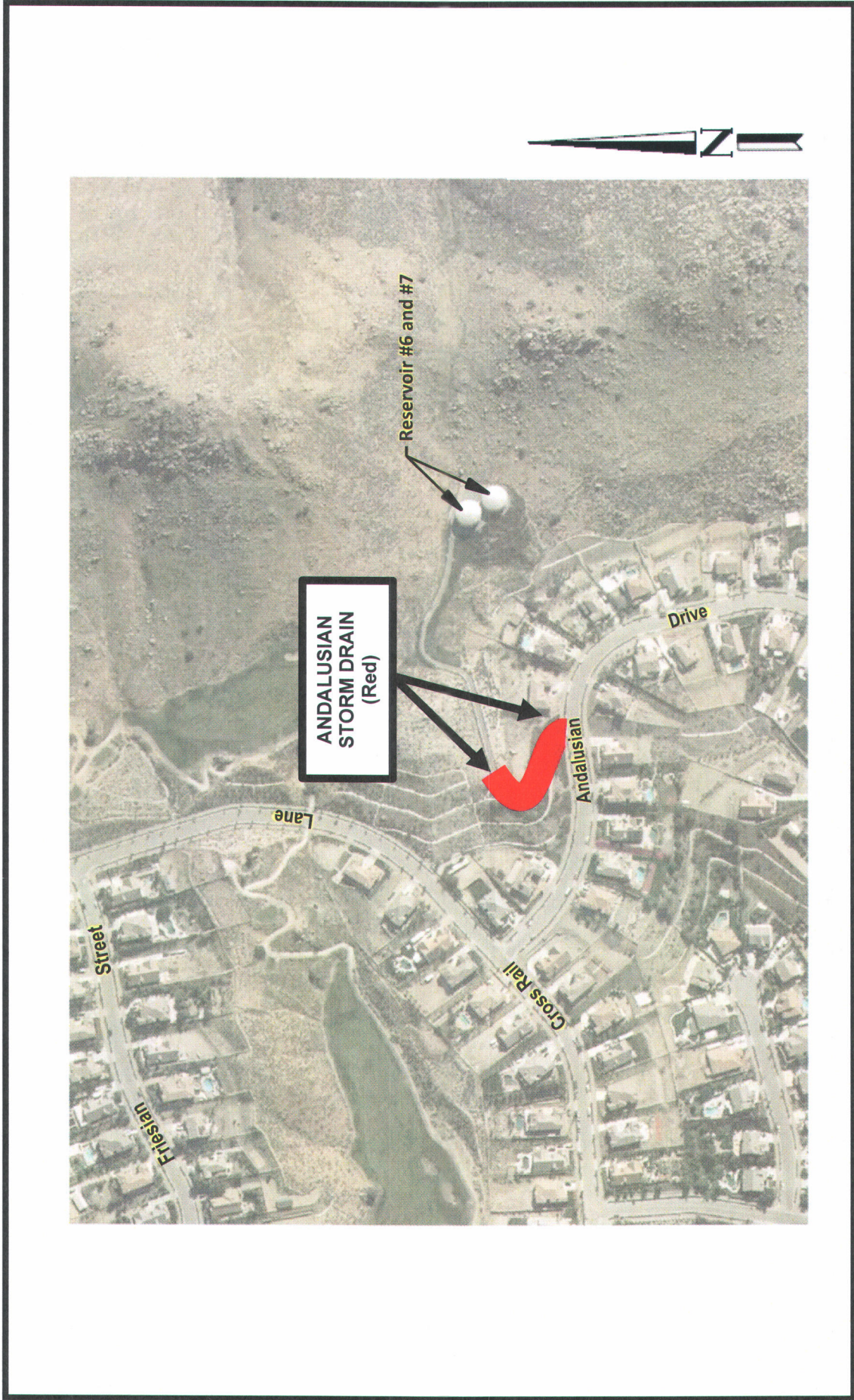
By 
CHERYL L. LINK, CMC
City Clerk

(SEAL)

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Funding Agreement with City of Norco
Norco Andalusian Drive and Spencer Boulevard Storm Drains
02/07/18
RKM:blm

Exhibit A



FUNDING AGREEMENT

Norco Minor Drainage Improvements
Andalusian Drive and Spencer Boulevard Storm Drains
Project No. 2-6-10022
Page 1 of 2

Exhibit A



Notice of Exemption

To: County Clerk
County of Riverside
2724 Gateway Drive
Riverside, CA 92507

From: Riverside County Flood Control District
1995 Market Street
Riverside, CA 92501

Project Title: Funding Agreement for City of Norco Minor Drainage Improvements

Project Location – Specific: The Funding Agreement includes the proposed Andalusian Drive and Spencer Boulevard Storm Drains within Assessor's Parcel Nos. 127-180-029, 127-180-016 and 168-250-028

Project location – City: Norco

Project Location – County: Riverside

Project Description: The Funding Agreement sets forth the terms and conditions by which the District will contribute funding to the City of Norco for the construction of the Andalusian Drive and Spencer Boulevard Storm Drains as part of a City administered contract. Upon completion of construction, the City will accept sole responsibility for the ownership, operation, and maintenance of the facility.

Name of Public Agency Approving Project: Riverside County Flood Control and Water Conservation District

Name of Person or Agency Carrying Out Project: Riverside County Flood Control and Water Conservation District

Exempt Status: Categorical Exemption. State CEQA Guidelines Sec. 15301 (c) and 15332

Reasons why project is exempt: The approval of the Funding Agreement (Project) is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemptions as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause any impacts to scenic resources, historic resources, or unique sensitive environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The Project, as proposed, involves minor storm drain improvements on private property and an existing road.

- Section 15301 (c): Consists of the operation, repair, maintenance, permitting, leasing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of use beyond that existing at the time of the Lead Agency's determination.
- Section 15332: Consists of projects characterized as in-fill development meeting the conditions listed in Section 15332.

Based upon the identified exemptions above, the Riverside County Flood Control and Water Conservation District hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Lead Agency: Riverside County Flood Control and Water Conservation District

Contact Person: Randy Sheppard **Area Code/Telephone/Extension:** 951.955.1200

Signature: [Handwritten Signature] Date: 5/8/18 Title: General Manager-Chief Engineer

BNB:RS:mgv
P8\220283

Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.
5/23/18 Date [Handwritten Initials] Initial

MAY 22 2018 11.1

RIVERSIDE COUNTY CLERK-RECORDER

AUTHORIZATION TO BILL

TO BE FILLED OUT BY SUBMITTING AGENCY

DATE: 4/3/2018 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25120
DEPT ID: 947420 PROGRAM: _____

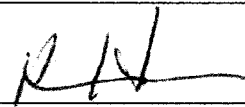
AMOUNT: \$50.00

REF: CDFW Filing Fees CEQA Notice of Exemption for Norco Minor Drainage Improvements 222-44101-2-6-00840

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO ISSUE AN INVOICE FOR PAYMENT OF ALL DOCUMENTS INCLUDED.

NUMBER OF DOCUMENTS INCLUDED:

1

AUTHORIZED BY: Karinne Hansen Ext 54330 
PRESENTED BY: Randy Sheppard Ext 51306
CONTACT: Randy Sheppard Ext 51306

TO BE FILLED OUT BY COUNTY CLERK

ACCEPTED BY: _____

DATE: _____

DOCUMENT NO(S)/INVOICE NO(S): _____

