

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



ITEM  
11.5  
(ID # 7449)

MEETING DATE:  
Tuesday, July 17, 2018

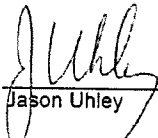
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approve Funding Agreement for Norco Minor Drainage Improvements Norco MDP Line SA-2, CEQA Exempt, District 2. [Not-to-Exceed \$415,509-District Zone 2 Funds 100%] (CLERK TO POST NOTICE)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301(b), 15303(d), 15304(f); and 15061(b)(3); 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 documents on behalf of the District; and
4. Direct the Clerk of the Board to file the Notice of Exemption within five (5) days of approval by this Board; and
5. Direct the Clerk of the Board to return two (2) fully executed originals to the District.

ACTION: Policy

  
Jason Uhley

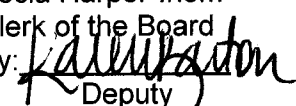
7/3/2018

---

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: July 17, 2018  
xc: Flood, Recorder

Kecia 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**

| <b>FINANCIAL DATA</b>  | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>        | <b>Ongoing Cost</b> |
|--|-----------------------------|--------------------------|---------------------------|---------------------|
| <b>COST</b>  | \$ 415,509                  | \$ 0                     | \$ 415,509                | \$ 0                |
| <b>NET COUNTY COST</b>   | \$ 0                        | \$ 0                     | \$ 0                      | \$ 0                |
| <b>SOURCE OF FUNDS:</b> 25120-947420-536200 Contribution Non-County Agency Zone 2 (97%); 25120-947420-523220 License and Permits Zone 2 (3%) |                             |                          | <b>Budget Adjustment:</b> | <b>No</b>           |
|  |                             |                          | <b>For Fiscal Year:</b>   | <b>18/19</b>        |

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Funding Agreement (Agreement) sets forth the terms and conditions by which the District will contribute up to four hundred six thousand one hundred thirty-seven dollars (\$406,137) in funding to the City of Norco (City) for the construction of Norco MDP Line SA-2 (Project) 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.

Pursuant to CEQA, the Project was reviewed and determined to be categorically exempt from CEQA pursuant to State Guidelines Sections 15301(b) for existing facilities, 15303(d) for construction of public facilities and 15304(f) for minor alterations to land. The Agreement is between public agencies to provide funding, rights and responsibilities involving certain minor improvements, including storm drain pipe, curb inlets and catch basins within Corona Avenue. The State CEQA Guidelines provide this exemption based on the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed Project will have a significant effect on the environment.

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

**Impact on Residents and Businesses**

The Agreement will be funded by ad valorem property tax revenue and entails no new fees, taxes or bonded indebtedness to residents and businesses. The storm drain improvements will capture runoff along Corona Avenue to alleviate flooding to existing homes on the westerly side of the street.

**Additional Fiscal Information**

Engineer's Estimated Project Cost  
 \$312,413      Estimated Bid Price  
 \$ 62,483      Additional Contribution – 20%

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

|                  |  |
|------------------|--|
| \$374,896        | Construction Contribution  |
| <u>\$ 31,241</u> | <u>Construction Contingency – 10%</u>                            |
| \$406,137        | Total District Contribution to City                              |
| <u>\$ 9,372</u>  | <u>Multiple Species Habitat Conservation Plan Mitigation Fee</u> |
| \$415,509        | Total Estimated Project Cost                                     |

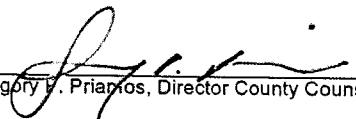
The District is providing up to \$406,137 in funding to City for project construction. Sufficient funds are available in the District's Zone 2 budget for FY 2018-2019, and will be included in the proposed budget in future years as appropriate. Future operations and maintenance costs associated with the project will accrue to the City.

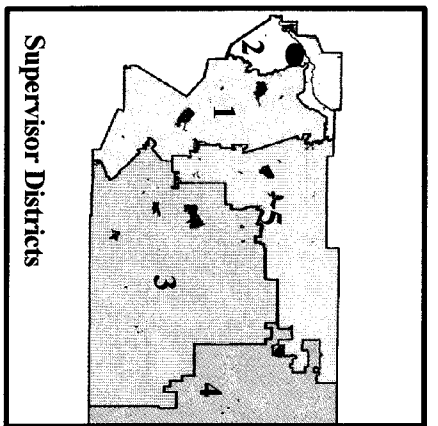
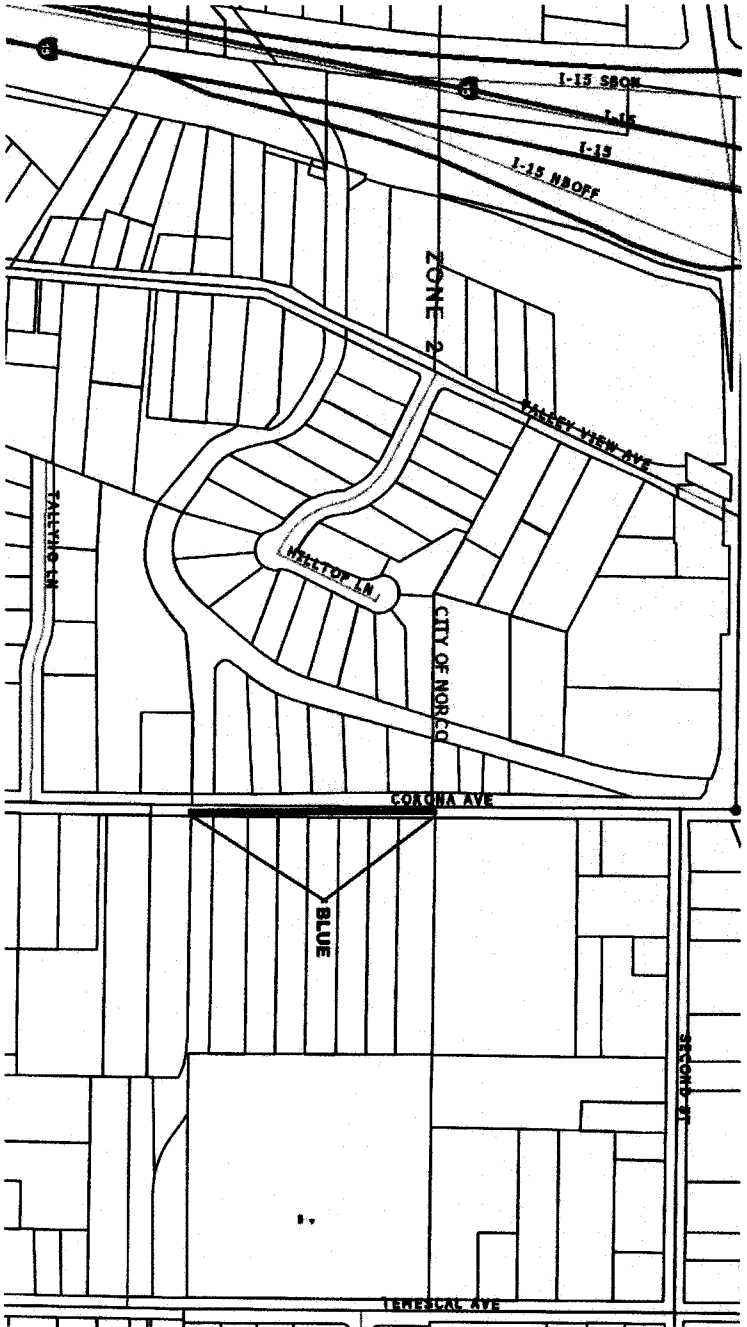
Pursuant to the Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) executed on June 22, 2004, the District is a participating agency. The District is making a payment to the Western Riverside County Regional Conservation Authority (RCA) for up to 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 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. Funding Agreement
3. Notice of Exemption and Authorization to Bill

TRI:cw  
P8/220683

  
\_\_\_\_\_  
Gregory V. Priaros, Director County Counsel      7/7/2018

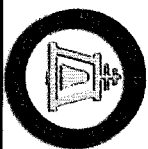


**LEGEND:**

- Project Vicinity
- Supervisorial District

**DESCRIPTION:**

Norco MDP Line SA-2



Vicinity Map



**RIVERSIDE COUNTY CLERK-RECORDER**

**AUTHORIZATION TO BILL**

**TO BE FILLED OUT BY SUBMITTING AGENCY**

DATE: 6/14/2018 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25120

DEPT ID: 947420 PROGRAM: \_\_\_\_\_

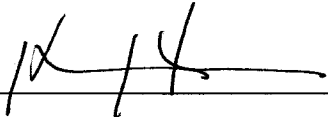
AMOUNT: \$50.00

REF: CDFW Filing Fees CEQA Notice of Exemption for Norco MDP line SA-2 Funding Agreement. Project No. 222-2-6-00840-00-00-0000-922

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: Drew Marshall Ext 54643  
CONTACT: Joan Valle Ext 58856

**TO BE FILLED OUT BY COUNTY CLERK**

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DOCUMENT NO(S)/INVOICE NO(S):  
\_\_\_\_\_  
\_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

**FUNDING AGREEMENT**

Norco Minor Drainage Improvements  
Norco MDP Line SA-2

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 certain storm drain improvements as part of its Norco Master Drainage Plan ("MDP") Line SA-2 Improvements project ("LINE SA-2"), including the construction of various size storm drain pipe and new catch basins as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

B. LINE SA-2 is hereinafter called "CITY FACILITY"; and

C. Associated with the construction of CITY FACILITY 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

D. Together, CITY FACILITY and APPURTENANCES are hereinafter called "PROJECT"; and

E. PROJECT extends approximately 790 lineal feet northerly along Corona Avenue from the South Norco Channel; and

F. CITY plans to advertise, award and administer a public works construction contract for PROJECT during Fiscal Year 2018-19; and

G. CITY desires that DISTRICT contribute funding for the construction of PROJECT; and

1 H. DISTRICT has reviewed IMPROVEMENT PLANS.

2 I. DISTRICT wishes to support CITY's efforts to construct PROJECT by  
3 providing a financial contribution toward PROJECT's construction along with associated  
4 administrative and ancillary costs as set forth herein; and

5 J. DISTRICT's financial contributions shall be as follows:

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

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

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

15 K. Altogether, BID PRICE and ADDITIONAL CONTRIBUTION are  
16 hereinafter called "ESTIMATED CONSTRUCTION COST"; and

17 L. Altogether, ESTIMATED CONSTRUCTION COST and  
18 CONSTRUCTION CONTINGENCY are hereinafter called "TOTAL DISTRICT  
19 CONTRIBUTION". TOTAL DISTRICT CONTRIBUTION for PROJECT shall not exceed a  
20 total of four hundred six thousand one hundred thirty-seven dollars (\$406,137); and

21 M. DISTRICT wishes to provide only financial assistance to CITY and have  
22 no other role; and

23 N. The purpose of this Agreement is to memorialize the mutual understandings  
24 by and between CITY and DISTRICT with respect to the construction, ownership, operation and  
25 maintenance of PROJECT and the payment of TOTAL DISTRICT CONTRIBUTION.







1 solely for the purpose of constructing PROJECT as set forth herein. No additional funding  
2 whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications,  
3 extensions or repairs.

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

7           3. Under the provisions of this Agreement, DISTRICT shall bear no  
8 responsibility whatsoever for the design, construction, ownership, operation or maintenance of  
9 PROJECT.

10           4. CITY shall indemnify, defend, save and hold harmless DISTRICT and the  
11 County of Riverside (including their agencies, districts, special districts and departments, their  
12 respective directors, officers, Board of Supervisors, elected and appointed officials, employees,  
13 agents, representatives, independent contractors, and subcontractors) from any liabilities, claim,  
14 damage, proceeding or action, present or future, based upon, arising out of or in any way relating  
15 to CITY's (including its officers, elected and appointed officials, employees, agents,  
16 representatives, independent contractors and subcontract) actual or alleged acts or omissions  
17 related to this Agreement, performance under this Agreement or failure to comply with the  
18 requirements of this Agreement including, but not limited to (a) property damage; (b) bodily  
19 injury or death; (c) payment of attorney fees; or (d) any other element of any kind or nature  
20 whatsoever. This section shall survive any termination of this agreement until the statute of  
21 limitations period has run for any claims that could be asserted under this agreement.

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

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

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

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

9 RIVERSIDE COUNTY FLOOD CONTROL  
10 AND WATER CONSERVATION DISTRICT  
11 1995 Market Street  
12 Riverside, CA 92501  
13 Attn: Planning Division  
14

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

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

20           10. Any waiver by DISTRICT or CITY of any breach by any other party of any  
21 provision of this Agreement shall not be construed to be a waiver of any subsequent or other  
22 breach of the same or any other provision hereof. Failure on the part of DISTRICT or CITY to  
23 require from any other party exact, full and complete compliance with any of the provisions of  
24 this Agreement shall not be construed as in any manner changing the terms hereof or estopping  
25 DISTRICT or CITY from enforcing this Agreement.

26           11. The obligations of DISTRICT are limited by and contingent upon the  
27 availability of DISTRICT funds for DISTRICT's financial contribution towards PROJECT as set  
28 forth herein. In the event that such funds are not forth coming for any reason, DISTRICT shall

1 immediately notify CITY in writing. AGREEMENT shall be deemed terminated and have no  
2 further force and effect immediately upon receipt of DISTRICT's notification by CITY.

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

8           13. No alternation or variation of the terms of this Agreement shall be valid  
9 unless made in writing and signed by both parties and no oral understanding or agreement not  
10 incorporated herein shall be binding on either party hereto.

11           14. Nothing in the provisions of this Agreement is intended to create duties or  
12 obligations to or rights in third parties not parties to this.

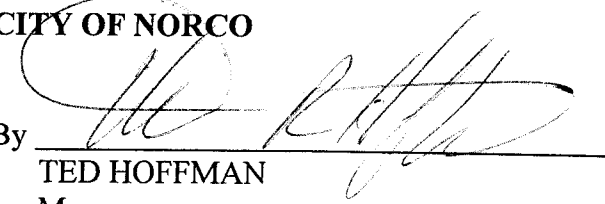
13 //

14 //




RECOMMENDED FOR APPROVAL:

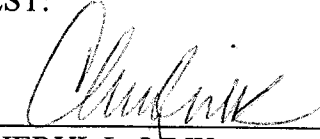
CITY OF NORCO

By   
TED HOFFMAN  
Mayor

APPROVED AS TO FORM:

ATTEST:

By   
COLIN BURNS  
Deputy City Attorney

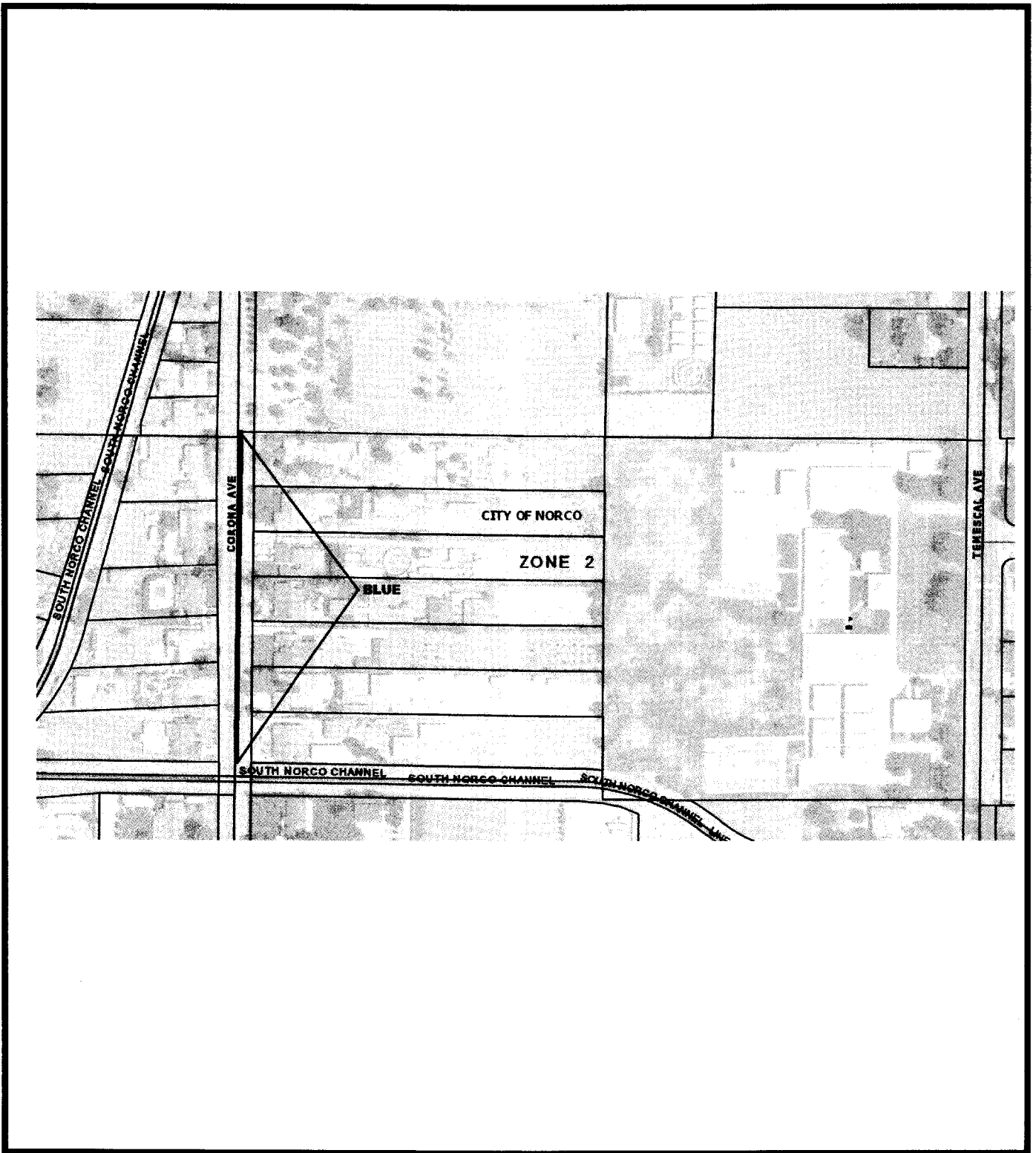
By   
CHERYL L. LINK, CMC  
City Clerk

(SEAL)

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31

Funding Agreement w/ City of Norco for Minor Drainage Improvements  
Norco MDP Line SA-2  
05/02/18  
TRI:cw

# Exhibit A



FUNDING AGREEMENT  
Norco Minor Drainage Improvements  
Norco MDP Line SA-2