

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



ITEM  
11.6  
(ID # 7522)

MEETING DATE:  
Tuesday, July 17, 2018

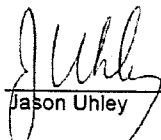
FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approve Funding Agreement Norco Minor Drainage Improvements Bluff Street Storm Drain, CEQA Exempt, District 2. [Not-to-Exceed \$389,192 - 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

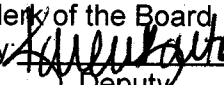
7/3/2018

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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>	\$ 389,192	\$ 0	\$ 389,192	\$ 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>	No
			<b>For Fiscal Year:</b>	18/19

**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 three hundred eighty thousand four hundred thirteen dollars (\$380,413) in funding to the City of Norco (City) for the construction of Bluff Street Storm Drain (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 Bluff Street. 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 on Bluff Street to alleviate flooding and erosion to residential properties along the roadway.

**Additional Fiscal Information**

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

**Additional Fiscal Information**

Engineer's Estimated Project Cost	
\$292,625	Estimated Bid Price
<u>\$ 58,525</u>	<u>Additional Contribution – 20%</u>
\$351,150	Construction Contribution
<u>\$ 29,263</u>	<u>Construction Contingency – 10%</u>
\$380,413	Total District Contribution to City
<u>\$ 8,779</u>	<u>Multiple Species Habitat Conservation Plan Mitigation Fee</u>
\$389,192	Total Estimated Project Cost

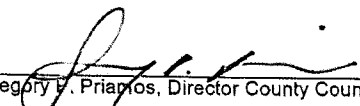
The District is providing up to \$380,413 in funding to City for project construction. Sufficient funds are available in the District's Zone 2 budget for FY 2018-2019, and will be included in the proposed budget in the future years as appropriate. Future operations and maintenance costs associated with the project will accrue to the City.

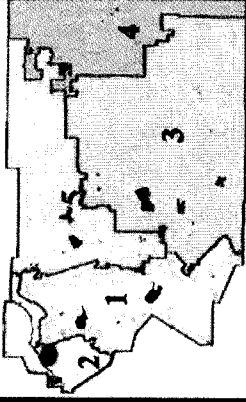
Pursuant to the Implementing Agreement for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) executed on June 22, 2004, the District is a participating agency. The District is making a payment to the Western Riverside County Regional Conservation Authority (RCA) for up to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

TIR:blm

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



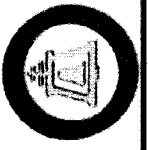
Supervisor Districts

**LEGEND:**

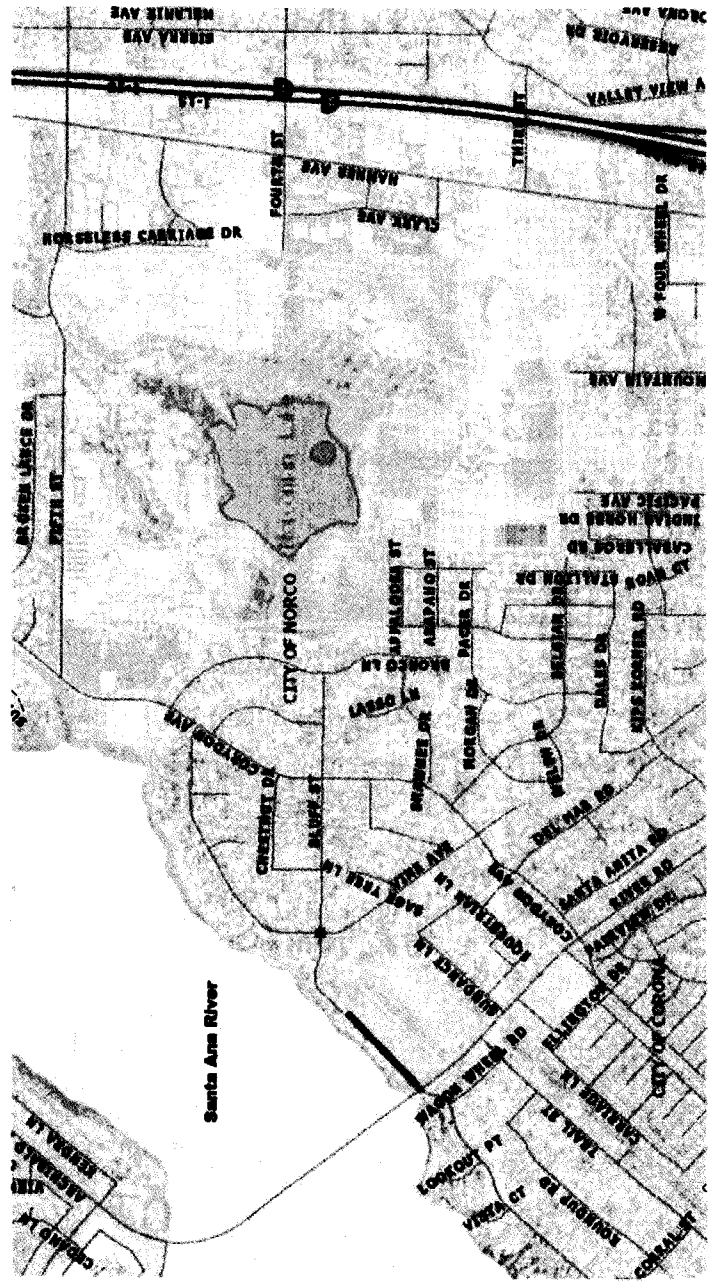
- Project Vicinity
- Supervisorial District

**DESCRIPTION:**

Bluff Street Storm Drain



Vicinity Map



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**FUNDING AGREEMENT**  
Norco Minor Drainage Improvements  
Bluff Street Storm Drain

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 Bluff Street Storm Drain Improvements project ("BLUFF STREET STORM DRAIN"), including the construction of 18-inch storm drain pipe and new storm drain curb inlet catch basin as shown in concept in red on Exhibit "A" attached hereto and made a part hereof; and

B. BLUFF STREET STORM DRAIN 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 two (2) laterals 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 1,102 lineal feet northerly along Bluff Street from River Road to Vine Street; and

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

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

3           H.    DISTRICT has reviewed IMPROVEMENT PLANS.

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

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

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

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

14               3.  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           K.    Altogether, BID PRICE and ADDITIONAL CONTRIBUTION are  
18 hereinafter called "ESTIMATED CONSTRUCTION COST"; and

19           L.    Altogether, ESTIMATED CONSTRUCTION COST and  
20 CONSTRUCTION CONTINGENCY are hereinafter called "TOTAL DISTRICT  
21 CONTRIBUTION". TOTAL DISTRICT CONTRIBUTION for PROJECT shall not exceed a  
22 total of three hundred eighty thousand four hundred thirteen dollars (\$380,413); and

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

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

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

6 SECTION I

7 CITY shall:

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

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

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

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

21 5. Prior to the award of the construction contract for PROJECT, submit an  
22 invoice to DISTRICT (Attention: Chief of Planning) for ESTIMATED CONSTRUCTION  
23 COST. The invoice shall be supported by a copy of CITY's bid abstracts for PROJECT.

24 6. Order the relocation of all utilities within CITY rights of way which may  
25 conflict with the construction of PROJECT.





SECTION III

It is further mutually agreed:

1. TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of three hundred eighty thousand four hundred thirteen dollars (\$380,413), and shall be used by CITY solely for the purpose of constructing PROJECT as set forth herein. No additional funding whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications, extensions or repairs.

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

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

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

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

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

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

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

12 RIVERSIDE COUNTY FLOOD CONTROL  
13 AND WATER CONSERVATION DISTRICT  
14 1995 Market Street  
15 Riverside, CA 92501  
16 Attn: Planning Division  
17

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

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

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

1           11. The obligations of DISTRICT are limited by and contingent upon the  
2 availability of DISTRICT funds for DISTRICT's financial contribution toward PROJECT as set  
3 forth herein. In the event that such funds are not forth coming for any reason, DISTRICT shall  
4 immediately notify CITY in writing. AGREEMENT shall be deemed terminated and have no  
5 further force and effect immediately upon receipt of DISTRICT's notification by CITY.

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

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

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

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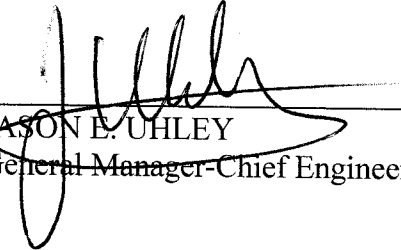
IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on

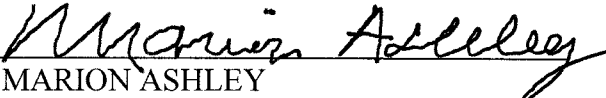
**JUL 17 2018**

(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

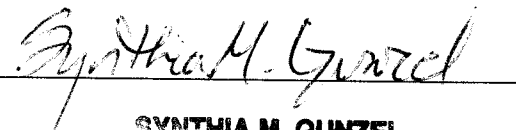
By   
**MARION ASHLEY**  
Chairman, Riverside County Flood Control  
and Water Conservation District Board of  
Supervisors

APPROVED AS TO FORM:

ATTEST:

**GREGORY P. PRIAMOS**  
County Counsel

**KECIA HARPER-IHEM**  
Clerk of the Board

By   
**SYNTHIA M. GUNZEL**

By   
Deputy


(SEAL)

Funding Agreement w/ City of Norco for Minor Drainage Improvements  
Bluff Street Storm Drain  
05/02/18  
TRI:cw

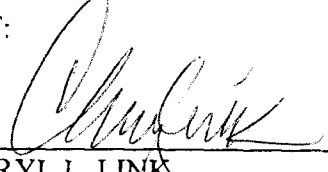
RECOMMENDED FOR APPROVAL:

CITY OF NORCO  
By   
TED HOFFMAN  
Mayor

APPROVED AS TO FORM:

By   
COLIN BURNS  
Deputy City Attorney

ATTEST:

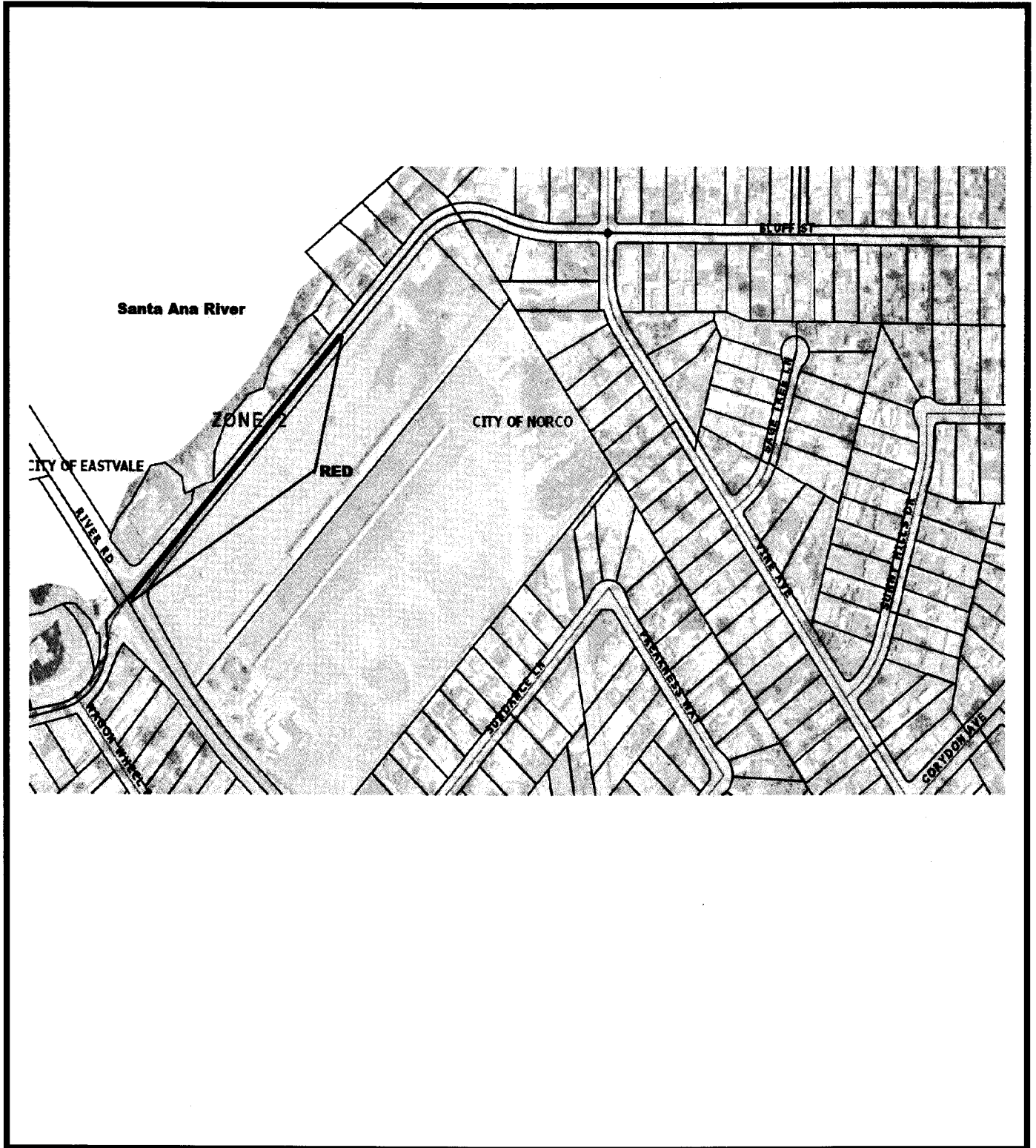
By   
CHERYL L. LINK  
City Clerk

(SEAL)

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Funding Agreement w/ City of Norco for Minor Drainage Improvements  
Bluff Street Storm Drain  
05/02/18  
TR1:cw

# Exhibit A



FUNDING AGREEMENT  
Norco Minor Drainage Improvements  
Bluff Street Storm Drain

**Notice of Exemption**

**To:** Office of Planning and Research  
P.O. Box 3044  
1400 Tenth Street, Room 222  
Sacramento, CA 95812-3044

**From:** Riverside County Flood Control  
and Water Conservation District  
1995 Market Street  
Riverside, CA 92501  
Contact: Joan Valle, 951.955.8856

**County Clerk**  
County of Riverside  
2724 Gateway Drive  
Riverside, CA 92507

Original Negative Declaration/Notice of  
Determination was routed to County  
Clerks for posting on.

7/19/18  
Date

kb  
Initial

**Project Title:** Bluff Street Storm Drain Funding Agreement

**Project Location (City):** Norco

**Project Location (County):** Riverside

The proposed project is located in the city of Norco, Riverside County, California. Specifically, the proposed facility is located along Bluff Street between River Street and Vine Street. The project is located within Section 11, Township 3 South, Range 7 West, as shown on the United States Geological Survey (USGS) 7.5 minute Corona North, California quadrangle. The site is centered at approximately latitude 33° 55' 17.63" N and longitude 117° 35' 30.34" W.

**Project Description and Existing Setting:** In order to alleviate local flooding issues, the City of Norco (City) proposes to construct a storm drain system within Bluff Street. The project will be located along Bluff Street between River Street and Vine Street and will include approximately 1,102 linear feet of 18-inch storm drain pipe, one catch basin, three manholes and appurtenant structures. To support the City's effort of improving flood control/stormwater management, the District will contribute approximately \$380,413.00 to assist the City with costs associated with constructing the facility. The District's role is merely the contribution of funding in order to support the City's effort. The City has determined that the project is exempt from CEQA.

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

**Public Agency Carrying Out Project:** City of Norco

**Exempt Status:** Class 1 Categorical Exemption: [Section 15301(b)]; Class 3 Categorical Exemption: [Section 15303(d)]; Class 4 Categorical Exemption: [Section 15304(f)]; and General Rule [Section 15061(b)(3)]

**Reasons Why Project is Exempt:** 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 extent of the District's involvement of the proposed project is merely an Agreement with the City of Norco to provide funding and rights and responsibilities involving certain minor improvements and alterations to existing right of way and appurtenant flood facilities where negligible expansion of an existing use will occur. The project also involves the construction of drainage improvements which is of reasonable length to serve such existing right of way. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. None of the exceptions to the Class 3 and Class 4 Categorical Exemptions as listed in Section 15300.2 of the CEQA Guidelines apply. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. This is merely a funding agreement to be the mechanism for reimbursement to the City of Norco for certain costs associated with the minor drainage improvement project.

Based on the assessment of environmental impacts conducted by the District, the District hereby concludes that no significant environmental impacts will occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

**Lead Agency Signature:** 

**Date:** 05/23/2018

MEKBIB DEGAGA  
Chief of Regulatory Division  
Riverside County Flood Control  
and Water Conservation District

ARM:mcv  
P8\221122

JUL 17 2018 11.6

**RIVERSIDE COUNTY CLERK-RECORDER**

**AUTHORIZATION TO BILL**

**TO BE FILLED OUT BY SUBMITTING AGENCY**

DATE: 5/31/2018 BUSINESS UNIT/AGENCY: FLOOD CONTROL - FCARC

ACCOUNTING STRING:

ACCOUNT: 526410 FUND: 25120

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

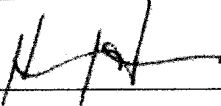
AMOUNT: \$50.00

REF: CDFW Filing Fees CEQA Notice of Exemption for Bluff Street Storm Drain Funding Agreement, Project No. 222-2-6-00840-00-00-0000-000

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

NUMBER OF DOCUMENTS INCLUDED: 

1
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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): \_\_\_\_\_  
\_\_\_\_\_