

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



ITEM: 11.4
(ID # 20882)

MEETING DATE:

Tuesday, January 10, 2023

FROM : FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of Funding Agreement Between the Riverside County Flood Control and Water Conservation District and the City of Norco for Norco Minor Drainage Improvements – Catch Basin Retrofit Project, Project No. 2-0-10022, CEQA Exempt, District 2. [\$23,259 Not-to-Exceed Cost – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Funding Agreement is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3), the "Common Sense" exemption;
2. Approve the Funding Agreement between the Riverside County Flood Control and Water Conservation District ("District") and the City of Norco ("City");
3. Authorize the Chair of the District's Board of Supervisors ("Board") to execute the Funding Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to approve, sign and execute any future non-substantive amendments to the Funding Agreement that do not increase the cost to the District and do not materially change the scope of services, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the Board to return two (2) copies of the executed Funding Agreements to the District.

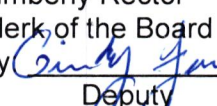
ACTION:Policy


Edwin Quinonez 12/27/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: January 10, 2023
xc: Flood

Kimberly Rector
Clerk of the Board
By 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 23,259	\$ 0	\$ 23,259	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Zone 2 Funds 100% (See Additional Fiscal Information)			Budget Adjustment: No	
			For Fiscal Year: 22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

This Funding Agreement ("Agreement") sets forth the terms and conditions by which the District will contribute funding to the City to construct the Norco Minor Drainage Improvements – Catch Basin Retrofit Project as part of a City administered public works construction contract. Said facility is to be inspected, operated and maintained by the City.

The Norco Minor Drainage Improvements – Catch Basin Retrofit Project will be located within Hamner Avenue and 6th Street and will retrofit and install trash capture devices within select catch basins.

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

Environmental Findings

The Agreement is exempt from CEQA pursuant to the CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), which provides, "The activity is covered by the Common Sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." The Agreement does not authorize to any extent whatsoever actual physical development of the underlining property. Such development, if it occurs at all, will be the result of subsequent actions subject to CEQA review by the City prior to construction. The Agreement merely establishes the terms by which the District will contribute funding to the City and assume ownership and responsibility for operation and maintenance of completed facilities greater than 36 inches in diameter. It can be seen with certainty that there is no possibility the Agreement will have a significant effect on the environment. Therefore, nothing further is required under CEQA.

Impact on Residents and Businesses

The District's financial contribution toward the City's project is funded by ad valorem property tax revenue and entails no new fees, taxes nor bonded indebtedness to residents and businesses.

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Upon construction completion, the project will reduce pollutants entering storm systems located within Hamner Avenue and 6th Street.

Additional Fiscal Information

The District is providing up to \$23,259 in funding to the City. Sufficient funding is available in the District's Zone 2 budget for FY 2022-2023 and will be included in the proposed budget in future years as appropriate and necessary.

SOURCE OF FUNDS: (Continued)


- 25120-947240-536200 Contribution to Non-County Agency – Zone 2.

ATTACHMENTS:

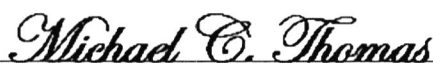
1. Vicinity Map
2. Funding Agreement

MS:AMR:blm

P8/247873



Jason Farin, Principal Management Analyst 1/4/2023



Michael C. Thomas 12/27/2022

FUNDING AGREEMENT

Norco Minor Drainage Improvements – Catch Basin Retrofit Project
Project No. 2-0-10022

This Funding Agreement ("Agreement"), dated as of January 10, 202³, is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body politic ("DISTRICT") and the CITY OF NORCO, a municipal corporation ("CITY"). DISTRICT and CITY are collectively referred to herein as "Parties" and individually as "Party". The Parties hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for, and CITY has prepared plans and specifications ("IMPROVEMENT PLANS") for the construction, operation and maintenance of Norco Minor Drainage Improvements – Catch Basin Retrofit Project ("PROJECT"); and

B. These IMPROVEMENT PLANS generally consist of the following:

- i. Retrofitting existing catch basins and installing trash capture devices along 6th Street and Hamner Avenue which will adequately collect and convey local flows within CITY-held easements or rights of way; and

C. CITY plans to advertise, award and administer a public works construction contract for PROJECT during Fiscal Year 2022/2023; and

D. CITY desires that DISTRICT contribute funding toward the construction of PROJECT; and

E. DISTRICT wishes to support CITY's efforts to construct PROJECT by providing a financial contribution toward PROJECT's construction along with associated administrative and ancillary costs subject to the not to exceed amount in RECITALS 'F'; and

F. DISTRICT's financial contribution to PROJECT shall be as follows, subject to the not to exceed amount provided herein: Up to fifty percent (50%) of the lowest responsive

and responsible bid contract amount for the construction of PROJECT ("TOTAL DISTRICT CONTRIBUTION"). TOTAL DISTRICT CONTRIBUTION for PROJECT shall not exceed a total sum of Twenty-Three Thousand Two Hundred Fifty-Eight Dollars and Fifty Cents (\$23,258.50); and

G. DISTRICT wishes to provide only financial assistance to CITY and have no other role; and

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

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

CITY shall:

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

2. Prior to advertising PROJECT for public works construction contract, obtain all necessary permits, licenses, agreements, approvals, rights of way, rights of entry, encroachment permits, and temporary construction easements as may be needed to construct, operate and maintain PROJECT.

3. Upon execution of this Agreement, advertise, award and administer PROJECT pursuant to the applicable provisions of the California Public Contract Code. At the

time of advertising for bids, provide DISTRICT with a copy of PROJECT plans, specifications, bid documents and any subsequent addenda thereto.

4. Provide DISTRICT with written notice (Attention: Special Projects Section) that CITY has awarded a public works construction contract for PROJECT. The written notice shall include the Contractor's actual bid amounts for PROJECT, setting forth the lowest responsible bid contract amount.

5. At the time of providing written notice of the award of a construction contract for PROJECT, invoice DISTRICT (Attention: Special Projects Section) for TOTAL DISTRICT CONTRIBUTION, subject to and provided that TOTAL DISTRICT CONTRIBUTION does not exceed a total sum of Twenty-Three Thousand Two Hundred Fifty-Eight Dollars and Fifty Cents (\$23,258.50) for PROJECT. Bid contract amount shall be supported by a copy of CITY's bid abstracts for PROJECT.

6. Procure or caused to be procured insurance coverages during the term of this Agreement. CITY shall require its PROJECT construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments. Prior to CITY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. The procured insurance coverages shall name DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured. CITY shall notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

7. Construct or cause to be constructed PROJECT pursuant to a CITY administered public works contract in accordance with IMPROVEMENT PLANS.

8. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager.

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

10. Upon completion of PROJECT construction and CITY's acceptance thereof, accept ownership and sole responsibility for the design, operation and maintenance of PROJECT.

11. Upon completion of PROJECT construction, provide DISTRICT with a copy of CITY's Notice of Completion.

SECTION II

DISTRICT shall:

1. Within thirty (30) days after receipt of CITY's invoices (i) pay all approved CITY's invoices and (ii) review and approve associated documents as described in the RECITALS and SECTION I herein this Agreement, subject to and provided that TOTAL DISTRICT CONTRIBUTION shall not exceed, Twenty-Three Thousand Two Hundred Fifty-Eight Dollars and Fifty Cents (\$23,258.50) for PROJECT.

2. Not be responsible to pay any amounts that exceed the TOTAL DISTRICT CONTRIBUTION for PROJECT.

SECTION III

It is further mutually agreed:

1. Notwithstanding any other provision herein this Agreement, TOTAL DISTRICT CONTRIBUTION shall not exceed a total sum of Twenty-Three Thousand Two Hundred Fifty-Eight Dollars and Fifty Cents (\$23,258.50) 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 contract amount, 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.

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

6. This Agreement is to be construed in accordance with the laws of the State of California. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county. Neither CITY nor DISTRICT shall assign this Agreement without the written consent of the other Party.

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

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

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Planning Division

CITY OF NORCO
2870 Clark Avenue
Norco, CA 92860
Attn: Director of Public Works

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

10. Any waiver by DISTRICT or CITY of any breach by any other Party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of DISTRICT or CITY to require from any other Party exact, full and complete compliance with any of the provisions of

this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT or CITY from enforcing this Agreement.

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

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

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

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

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with

an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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

January 10, 23
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By

J Uhley
JASON E. UHLEY
General Manager-Chief Engineer

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

By

Karen S. Spiegel

KAREN SPIEGEL, Chair
Board of Supervisors, Riverside County
Flood Control and Water Conservation
District

APPROVED AS TO FORM:

MINH TRAN
County Counsel

By

KBa
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

ATTEST:

KIMBERLY A. RECTOR
Clerk of the Board

By

Bruna Smith
Deputy

(SEAL)

Funding Agreement with City of Norco
Norco Minor Drainage Improvements – Catch Basin Retrofit Project
Project No. 2-0-10022
11/07/22
MS:AMR:bmm

JAN 10 2023 11.4

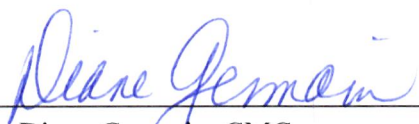
RECOMMENDED FOR APPROVAL:

CITY OF NORCO

Date December 7, 2022By 
GREG NEWTON
Mayor

APPROVED AS TO FORM:

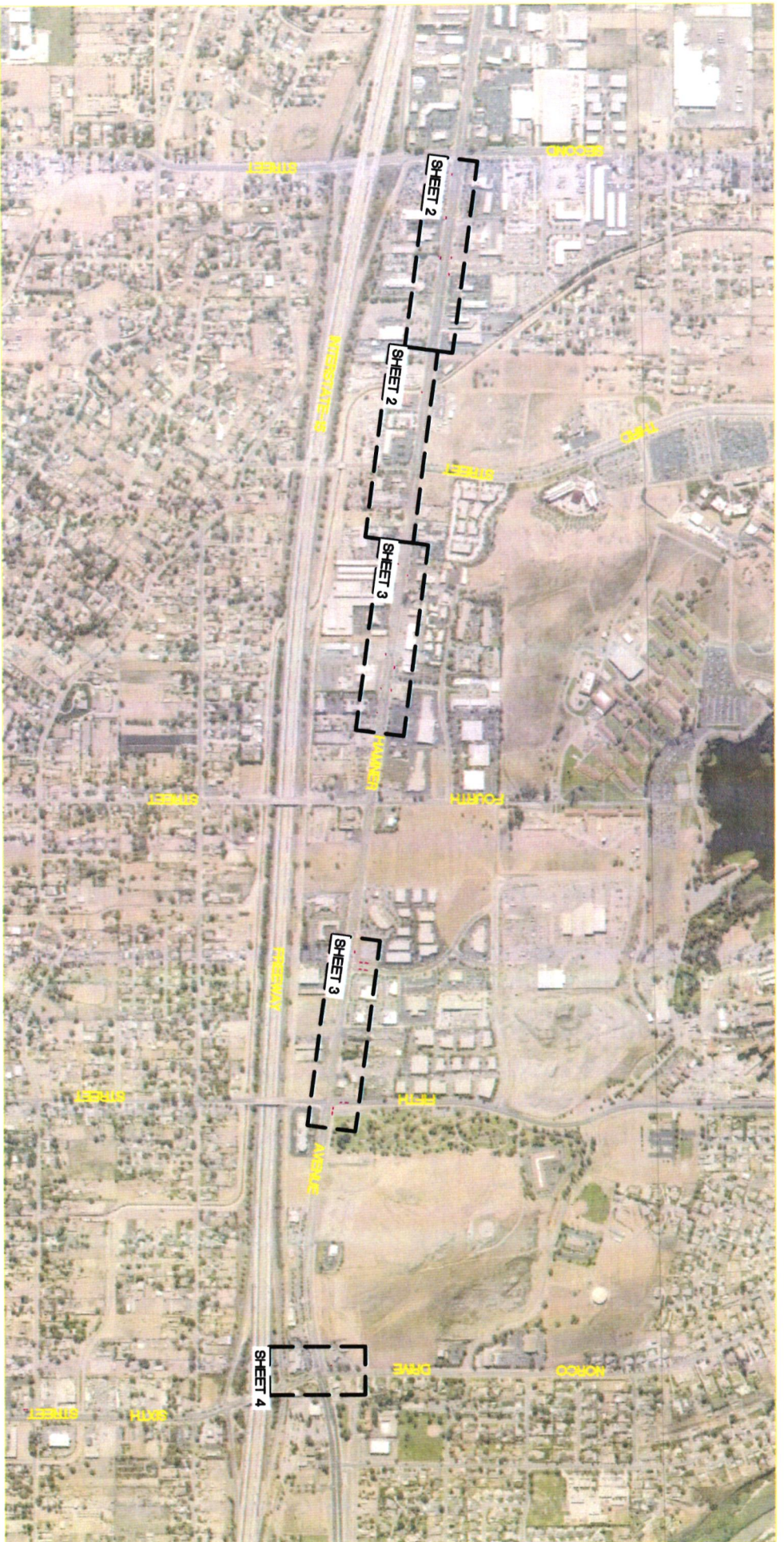
ATTEST:

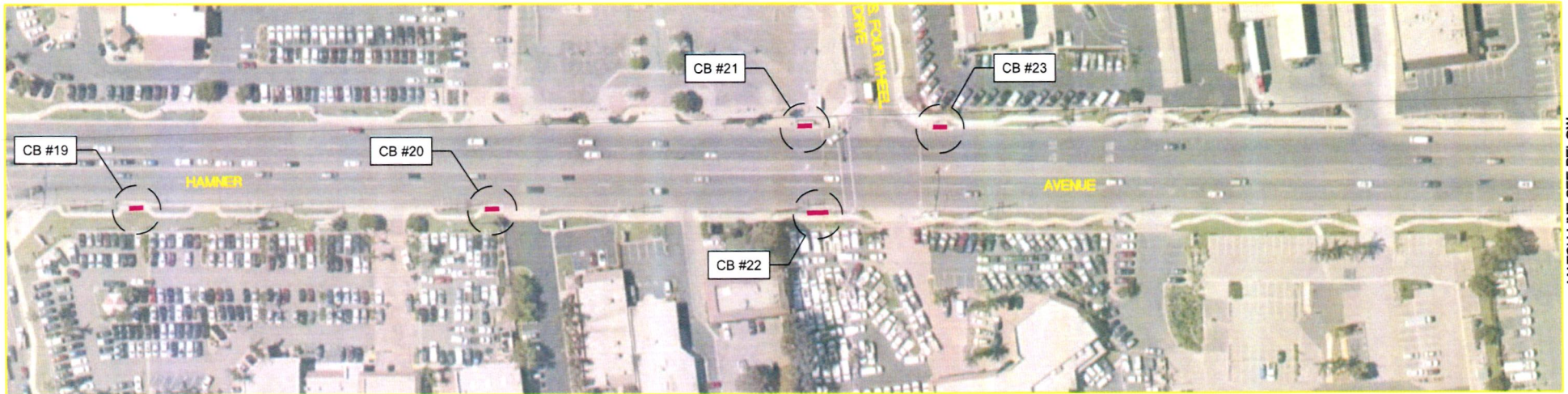
By 
HARPER & BURNS, LLP
City AttorneyBy 
Diane Germain, CMC
Deputy City Clerk

Funding Agreement with City of Norco
Norco Minor Drainage Improvements – Catch Basin Retrofit Project
Project No. 2-0-10022
11/07/22
MS:AMR:blm



CITY OF NORCO
CATCH BASIN
FULL TRASH CAPTURE DEVICE





MATCH LINE SEE BELOW



MATCH LINE SEE ABOVE

MATCH LINE SEE SHEET 3

LEGEND

— CATCH BASIN



CITY OF NORCO
CATCH BASIN
FULL TRASH CAPTURE DEVICE

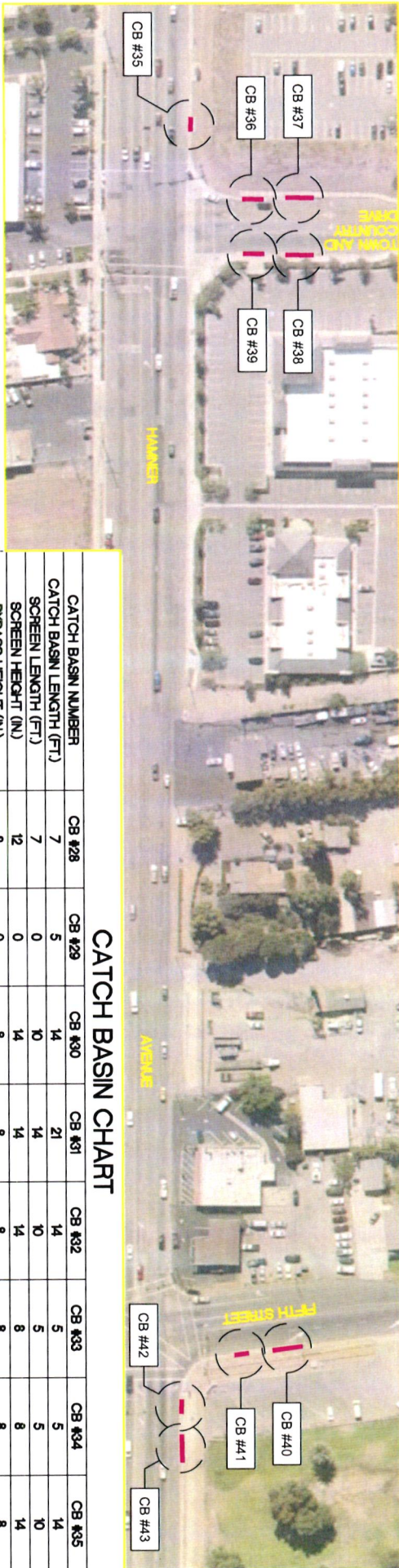
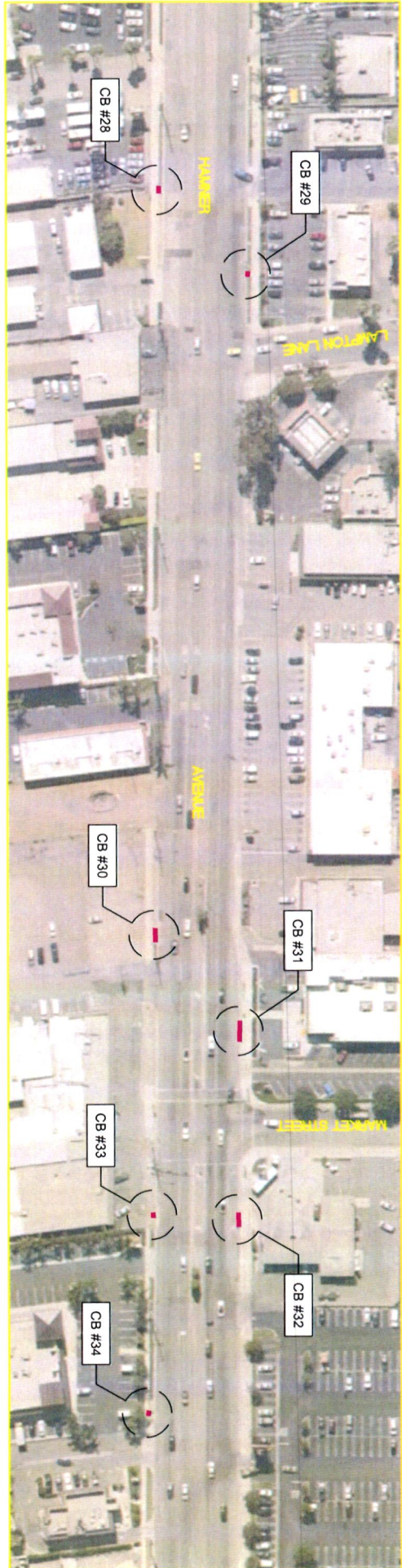
CATCH BASIN CHART

CATCH BASIN NUMBER	CB #19	CB #20	CB #21	CB #22	CB #23	CB #24	CB #25	CB #26	CB #27
CATCH BASIN LENGTH (FT.)	14	14	14	21	14	14	7	5	5
SCREEN LENGTH (FT.)	10	10	10	14	10	10	7	5	5
SCREEN HEIGHT (IN.)	14	14	14	14	14	14	12	8	8
BYPASS HEIGHT (IN.)	8	8	8	8	8	8	8	8	8
REMOVABLE SCREEN WIDTH (IN.)	36	36	36	36	36	36	36	24	24



NTS NOTE: CONTRACTOR TO VERIFY BASIN DIMENSIONS IN THE FIELD

SHEET 2 OF 4



CATCH BASIN CHART

CATCH BASIN NUMBER	CB #28	CB #29	CB #30	CB #31	CB #32	CB #33	CB #34	CB #35
CATCH BASIN LENGTH (FT.)	7	5	14	21	14	5	5	14
SCREEN LENGTH (FT.)	7	0	10	14	10	5	5	10
SCREEN HEIGHT (IN.)	12	0	14	14	14	8	8	14
BYPASS HEIGHT (IN.)	8	0	8	8	8	8	8	8
REMOVABLE SCREEN WIDTH (IN.)	36	0	36	36	36	24	24	36
CATCH BASIN NUMBER	CB #36	CB #37	CB #38	CB #39	CB #40	CB #41	CB #42	CB #43
CATCH BASIN LENGTH (FT.)	21	28	28	21	30	14	28	14
SCREEN LENGTH (FT.)	14	18	18	14	18	10	18	10
SCREEN HEIGHT (IN.)	14	14	14	14	14	14	14	14
BYPASS HEIGHT (IN.)	8	8	8	8	8	8	8	8
REMOVABLE SCREEN WIDTH (IN.)	36	36	36	36	36	36	36	36

LEGEND

— CATCH BASIN

CITY OF NORCO
CATCH BASIN
FULL TRASH CAPTURE DEVICE



N.T.S. NOTE: CONTRACTOR TO VERIFY BASIN DIMENSIONS IN THE FIELD





CATCH BASIN CHART	
CATCH BASIN NUMBER	CB #44
CATCH BASIN LENGTH (FT.)	5
SCREEN LENGTH (FT.)	5
SCREEN HEIGHT (IN.)	8
BYPASS HEIGHT (IN.)	8
REMOVABLE SCREEN WIDTH (IN.)	24



NOTE: CONTRACTOR TO VERIFY BASIN DIMENSIONS IN THE FIELD

LEGEND

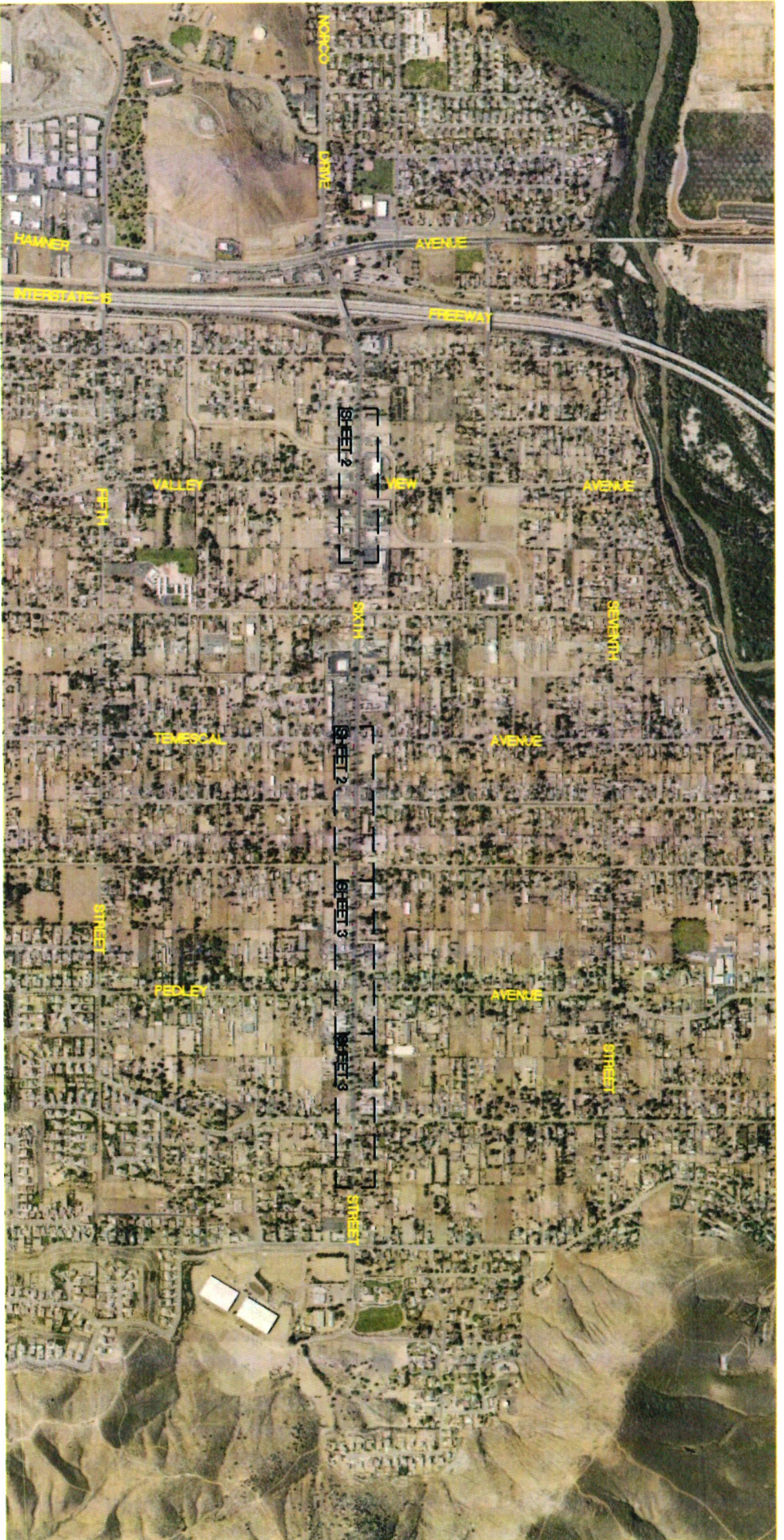
— CATCH BASIN



CITY OF NORCO
CATCH BASIN
FULL TRASH CAPTURE DEVICE



CITY OF NORCO
SIXTH STREET CATCH BASIN
FULL TRASH CAPTURE DEVICE





CITY OF NORCO
SIXTH STREET CATCH BASIN
FULL TRASH CAPTURE DEVICE

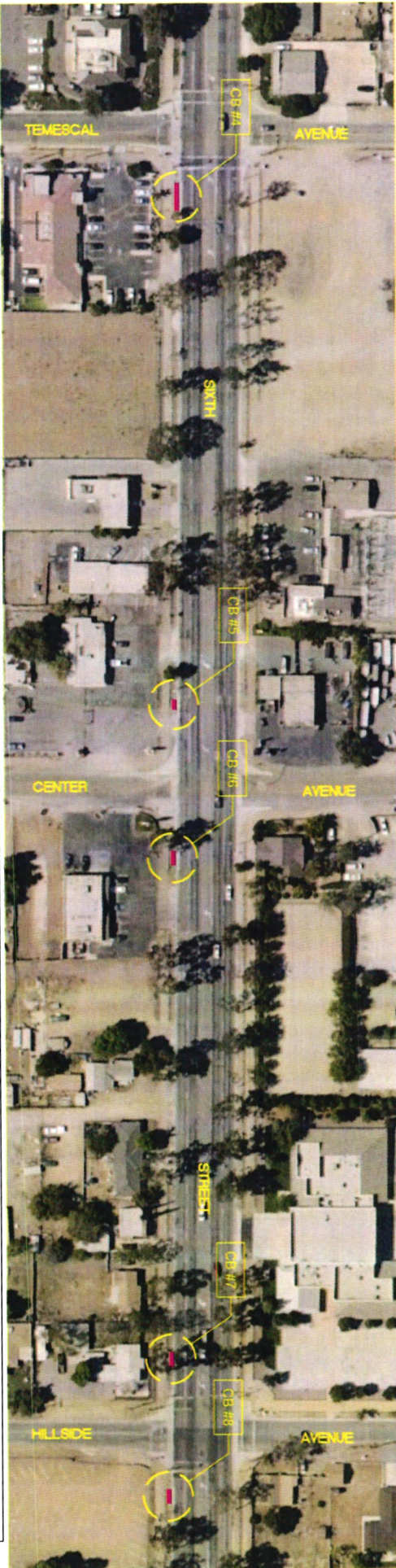
LEGEND

CATCH BASIN

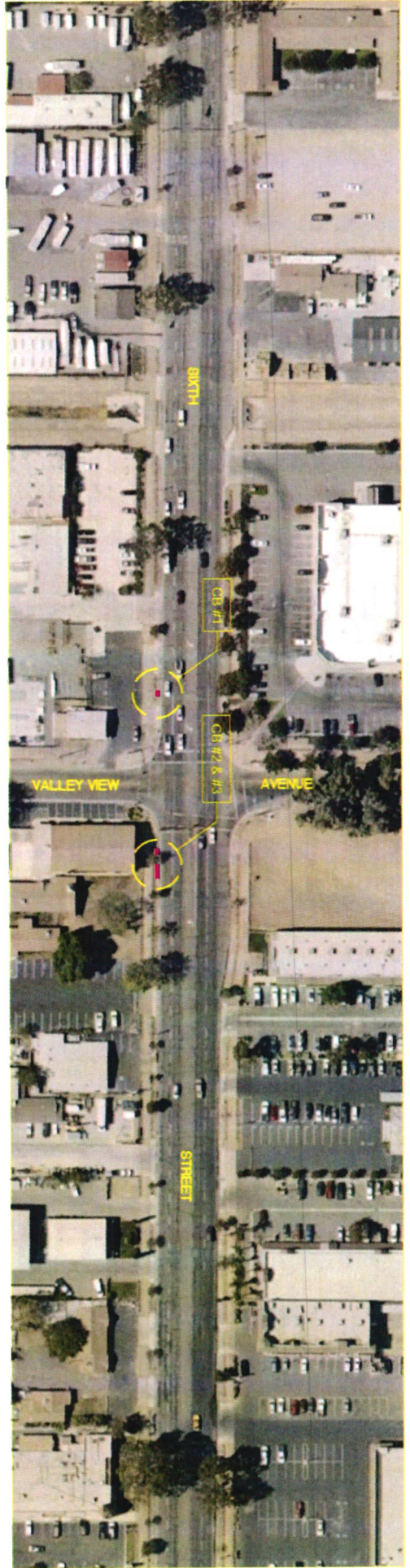
CATCH BASIN CHART

CATCH BASIN NUMBER	CB #1	CB #2	CB #3	CB #4	CB #5	CB #6	CB #7	CB #8
CATCH BASIN LENGTH (FT)	6	6	14	28	10	14	14	14
CATCH BASIN DEPTH (IN)	42	42	40	50	47	50	X	51
SCREEN LENGTH (FT)	6	X	6	8	6	6	X	6
SCREEN HEIGHT (IN)	12	12	18	20	18	20	X	20
BYPASS HEIGHT (IN)	8	8	8	12	8	12	X	12
REMOVABLE SCREEN WIDTH (IN)	24	30	30	30	24	24	X	24

SHEET 2 OF 3



MATCH LINE SEE SHEET 3





CITY OF NORCO
SIXTH STREET CATCH BASIN
FULL TRASH CAPTURE DEVICE

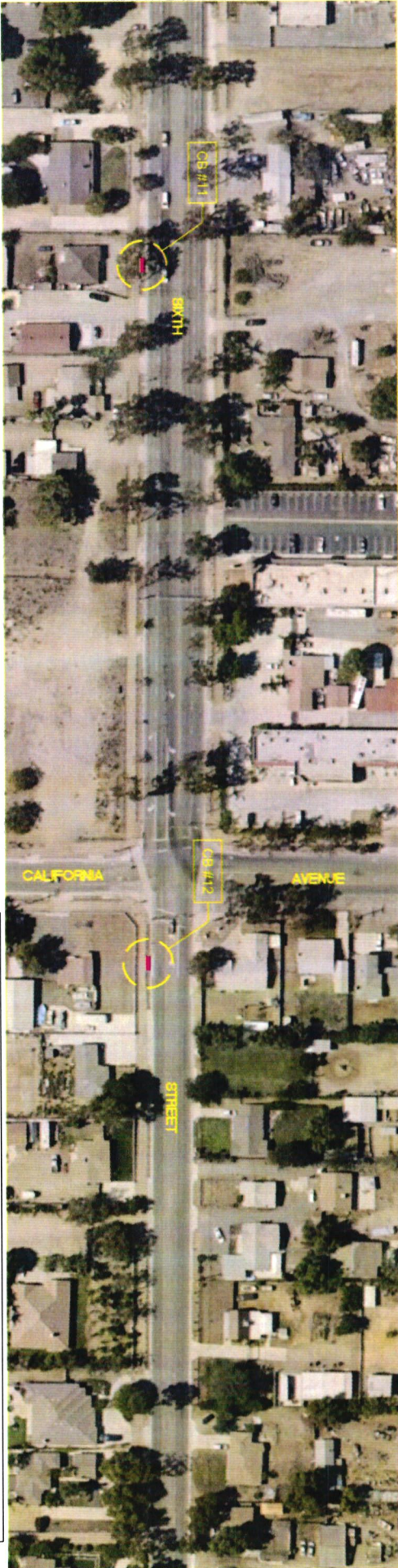
LEGEND
CATCH BASIN

CATCH BASIN CHART				
CATCH BASIN NUMBER	CB #9	CB #10	CB #11	CB #12
CATCH BASIN LENGTH (FT)	14	21	14	14
CATCH BASIN DEPTH (IN)	57	57	54	60
SCREEN LENGTH (FT)	6	7	6	6
SCREEN HEIGHT (IN)	24	24	24	24
BYPASS HEIGHT (IN)	12	12	12	12
REMOVABLE SCREEN WIDTH (IN)	24	24	24	24

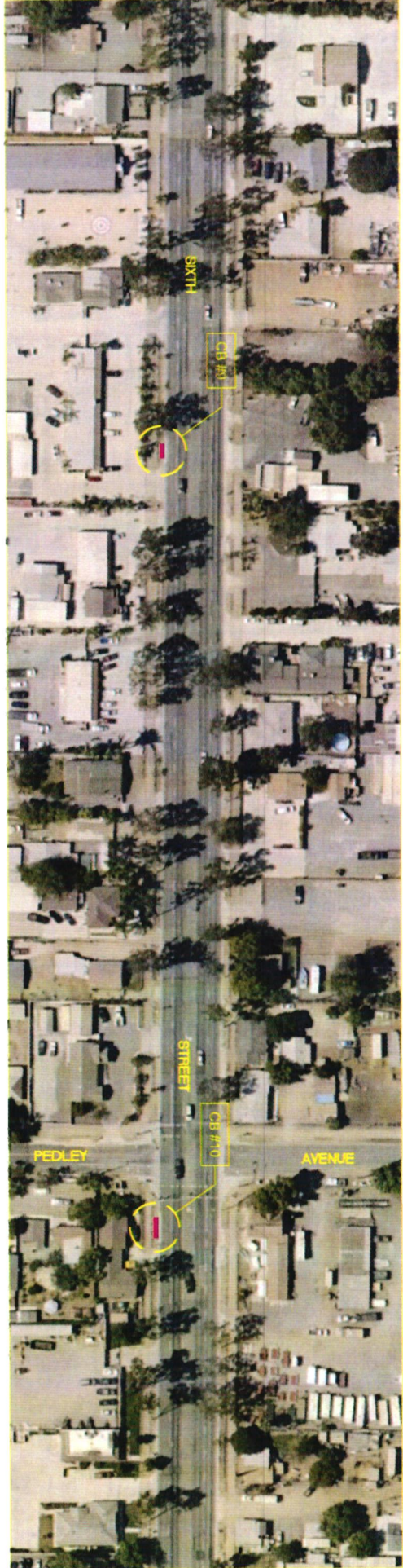
SHEET 3 OF 3



MATCH LINE SEE ABOVE



MATCH LINE SEE SHEET 2



MATCH LINE SEE BELOW