

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

841A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 24, 2013

SUBJECT: Cooperative Agreement between the County of Riverside and Coachella Valley Water District for Replacement of United States Bureau of Reclamation Irrigation Lateral on 75th Avenue between Fillmore Street and Harrison Street in the Thermal Area. 4th/4th District. [\$38,500]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the Cooperative Agreement between the County of Riverside and Coachella Valley Water District for roadway improvements on 75th Avenue; and
2. Direct the Auditor-Controller to make the budget adjustments shown on Schedule A.

Patricia Romo
Assistant Director of Transportation

Patricia Romo

Juan C. Perez
Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 38,500	\$ 0	\$ 38,500	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: District IV Funds (100%)				Budget Adjustment: Yes	
				For Fiscal Year: 2013/2014	

C.E.O. RECOMMENDATION:

APPROVE

BY: *Alex Gann*
Alex Gann

County Executive Office Signature

Positions Added
 Change Order

A-30
 4/5 Vote

Prev. Agn. Ref.:

District: 4/4

Agenda Number:

3-41

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
Departmental Budget Officer
12/20/13

FORM APPROVED COUNTY COUNSEL
BY: *YB Carty* DATE: 12-19-13
MARSHAL VICTOR

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Cooperative Agreement between County of Riverside and Coachella Valley Water District for Replacement of United States Bureau of Reclamation Irrigation Lateral on 75th Avenue between Fillmore Street and Harrison Street in the Thermal Area. 4th/4th District. [\$38,500]; Local Funds 100%
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BACKGROUND:

Summary

The County of Riverside (County) plans to pave the existing dirt road on 75th Avenue between Fillmore Street and Harrison Street in the Thermal area. The paving project will include the realignment of 75th Avenue at the intersection of Harrison Street to eliminate the existing skewed intersection.

An irrigation line owned by the United States Bureau of Reclamation and operated by Coachella Valley Water District (CVWD) currently exists just north of the proposed roadbed. The realignment of 75th Avenue at Harrison Street will cause the new road to cross this irrigation line. This existing irrigation line is old and brittle and CVWD desires to replace the entire line between Fillmore Street and Harrison Street prior to the construction of the paved road. The total cost of the installation of a new irrigation line and appurtenances is \$154,000. The County will contribute \$38,500 towards the cost to replace the old irrigation line and appurtenances that are impacted by the proposed project.

Approximately 25% of this cost is due to the direct impact of the proposed project and an obligation of the County. This agreement sets forth the terms and obligations of each agency.

Impact on Residents and Businesses

The proposed project will reduce dust and improve access and traffic circulation to local businesses and residences.

SUPPLEMENTAL:

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

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PAGE: 3 of 3

TLMA – Transportation Department
SCHEDULE A – FY 2013/14

Increase Appropriations:		
22400-3130400000-528060	Materials	\$38,500
Use of Fund Balance		
22400-3130400000-321101	Restricted Program Money	\$38,500

**COOPERATIVE AGREEMENT BY AND BETWEEN
COUNTY OF RIVERSIDE
AND
COACHELLA VALLEY WATER DISTRICT
FOR 75TH AVENUE IRRIGATION LATERAL REPLACEMENT
BETWEEN FILLMORE STREET AND HARRISON STREET**

This Agreement ("AGREEMENT") is entered into this _____ day of _____, 2014, by and between the County of Riverside, (hereinafter "COUNTY"), and the Coachella Valley Water District, (hereinafter "CVWD"). COUNTY and CVWD are sometimes collectively referred to herein as the "PARTIES."

RECITALS

- A. COUNTY intends to construct approximately one thousand three hundred feet (1,300') of road improvements on 75th Avenue between Fillmore and Harrison ("PROJECT"). The PROJECT location is depicted on **Exhibit "A"** attached hereto and by this reference incorporated herein.
- B. The United States of America, acting by and through the Bureau of Reclamation ("USBR") owns an irrigation lateral and appurtenances thereto (collectively, "USBR LATERAL") which will be adversely affected by the PROJECT.
- C. CVWD operates the USBR LATERAL on behalf of the USBR, pursuant to their agreement with USBR entered into October 15, 1934. CVWD shall install, on behalf of the USBR, a new lateral and appurtenances thereto ("CVWD IMPROVEMENTS") at such location depicted on **Exhibit "B"** attached hereto and by this reference incorporated herein.
- D. CVWD is the lead agency for the installation of the CVWD IMPROVEMENTS and CVWD will provide the administrative, technical, managerial, and support services necessary to develop and implement the CVWD IMPROVEMENTS.
- E. COUNTY and CVWD desire to define herein the terms and conditions under which CVWD IMPROVEMENTS are to be administered, coordinated, constructed, managed, maintained and financed.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereto agree as follows:

SECTION 1 • COUNTY AGREES:

1. The Recitals set forth above are true and correct and are hereby incorporated into this Cooperative Agreement.
2. To fully fund the PROJECT, including, but not limited to, construction costs.
3. To reimburse CVWD for twenty-five percent (25%) of the costs to create the CVWD IMPROVEMENTS, including, but not limited to, the planning, design, CEQA (as defined below) and construction costs which are estimated to be **\$38,500 Dollars** (\$) ("COUNTY SHARE"), which may not be exceeded without prior approval by COUNTY, which approval shall not be unreasonably withheld. COUNTY shall have five (5) days from a written request from CVWD to increase the COUNTY SHARE to approve or disapprove. In the event of a disapproval, COUNTY shall provide CVWD with specific reasons for the disapproval.
4. To issue, at no cost to CVWD or its contractors, upon proper application by CVWD or CVWD's contractor, an encroachment permit (a) authorizing entry onto COUNTY's right of way to perform survey and other investigative activities required for pre-construction and construction activities of the CVWD IMPROVEMENTS.
5. To pay within forty-five (45) days of receipt all invoices submitted by CVWD for the COUNTY SHARE in accordance with this AGREEMENT.

SECTION 2 • CVWD AGREES:

1. The Recitals set forth above are true and correct and are hereby incorporated into this Cooperative Agreement.
2. To fund seventy-five percent (75%) of the cost of preparing plans, specifications and estimates, preparing environmental documents and obtaining environmental clearance, provide utility coordination and relocation of impacted utilities, acquiring right-of-ways, advertise, award and administer a construction contract necessary to construct CVWD IMPROVEMENTS
3. To design, construct and install the CVWD IMPROVEMENTS. The PARTIES agree that CVWD may abandon in place, that portion of the USBR LATERAL located within the 75th Avenue right-of-way which is

adversely affected by the PROJECT.

4. To identify and locate all utility facilities within the PROJECT area as part of its responsibility to design the CVWD IMPROVEMENTS, if applicable. If any existing public and/or private utility facilities conflict with construction of the CVWD IMPROVEMENTS, CVWD shall make all necessary arrangements with the owners of utility facilities conflicting with construction of CVWD IMPROVEMENTS for their protection, relocation, or removal.
5. Pursuant to, and in accordance with, the California Environmental Quality Act (hereinafter "CEQA"), assume lead agency role and responsibility for preparation, circulation, and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of the CVWD IMPROVEMENTS.
6. Except as set forth in Section 1, subparagraph 3 above, to obtain all necessary permits, approvals or agreements required by any Federal or State resource or regulatory agencies, and secure all necessary rights of way, rights of entry and temporary construction easements pertaining to the construction of the CVWD IMPROVEMENTS.
7. Construct CVWD IMPROVEMENTS in substantial accordance with the specifications therefor.
8. To cause CVWD's contractor to maintain in force until completion of the CVWD IMPROVEMENTS, a policy of Commercial General Liability Insurance including coverage for premises liability, unmodified contractual liability coverage, products and completed operations liability, personal and advertising injury, and cross liability coverage for claims which may arise out of contractor's performance in the amount of \$2,000,000 minimum single limit coverage; and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum per occurrence. Endorsements to each policy shall be required which name the COUNTY, its officers, agents and employees as additional insured. CVWD shall also require CVWD's contractor to maintain Workers' Compensation Insurance. CVWD shall provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section.
9. To furnish COUNTY a single invoice with a final reconciliation of project expenses within ninety (90) days following the completion of the constructed CVWD IMPROVEMENTS.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. Ownership and title to all materials, equipment, and appurtenances for the CVWD IMPROVEMENTS

installed as part of this AGREEMENT will automatically be vested with the USBR and no further agreement will be necessary to transfer ownership.

2. No alteration 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.
3. CVWD shall retain or cause to be retained for audit, all records and accounts relating to the CVWD IMPROVEMENTS for a period of three (3) years from the date of final payment.
4. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CVWD under or in connection with any work, authority or jurisdiction delegated to CVWD under this AGREEMENT. It is further agreed that pursuant to Government Code Section 895.4, CVWD shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CVWD under or in connection with any work, authority or jurisdiction delegated to CVWD under this AGREEMENT.
5. Neither CVWD nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this AGREEMENT. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CVWD harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this AGREEMENT.
6. This AGREEMENT and the exhibits herein contain the entire agreement between the PARTIES, and are intended by the PARTIES to completely state the AGREEMENT in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this AGREEMENT, is null and void.
7. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not party to this AGREEMENT or affect the legal liability of either party to the AGREEMENT by imposing any standard of care with respect to the maintenance of roads different from the standard of


care imposed by law.

8. It is the intention of the PARTIES that CVWD install the CVWD IMPROVEMENTS prior to the COUNTY completing the PROJECT. The PARTIES shall work cooperatively on a schedule for the installation of the CVWD IMPROVEMENTS.
9. This AGREEMENT may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.
10. This AGREEMENT shall terminate upon completion of construction and reconciliation of final invoicing for the CVWD IMPROVEMENTS.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed by their duly authorized representatives to be effective on the day and year first above-written.

COUNTY OF RIVERSIDE
RECOMMENDED FOR APPROVAL

COACHELLA VALLEY WATER DISTRICT
APPROVED BY

 Dated: 12-17-13
by Juan C Perez
Director of Transportation and
Land Management



_____ Dated: _____

Printed Name

Title

APPROVED AS TO FORM:

APPROVED BY:

 12-19-13

Deputy
County Counsel

Printed Name

Title

APPROVAL BY THE BOARD OF SUPERVISORS:

_____ Dated: _____

Printed Name CHAIRMAN

ATTEST:

_____ Dated: _____

Kecia Harper-Ihem
Clerk of the Board (Seal)

EXHIBIT A
DEPICTION OF PROJECT LOCATION

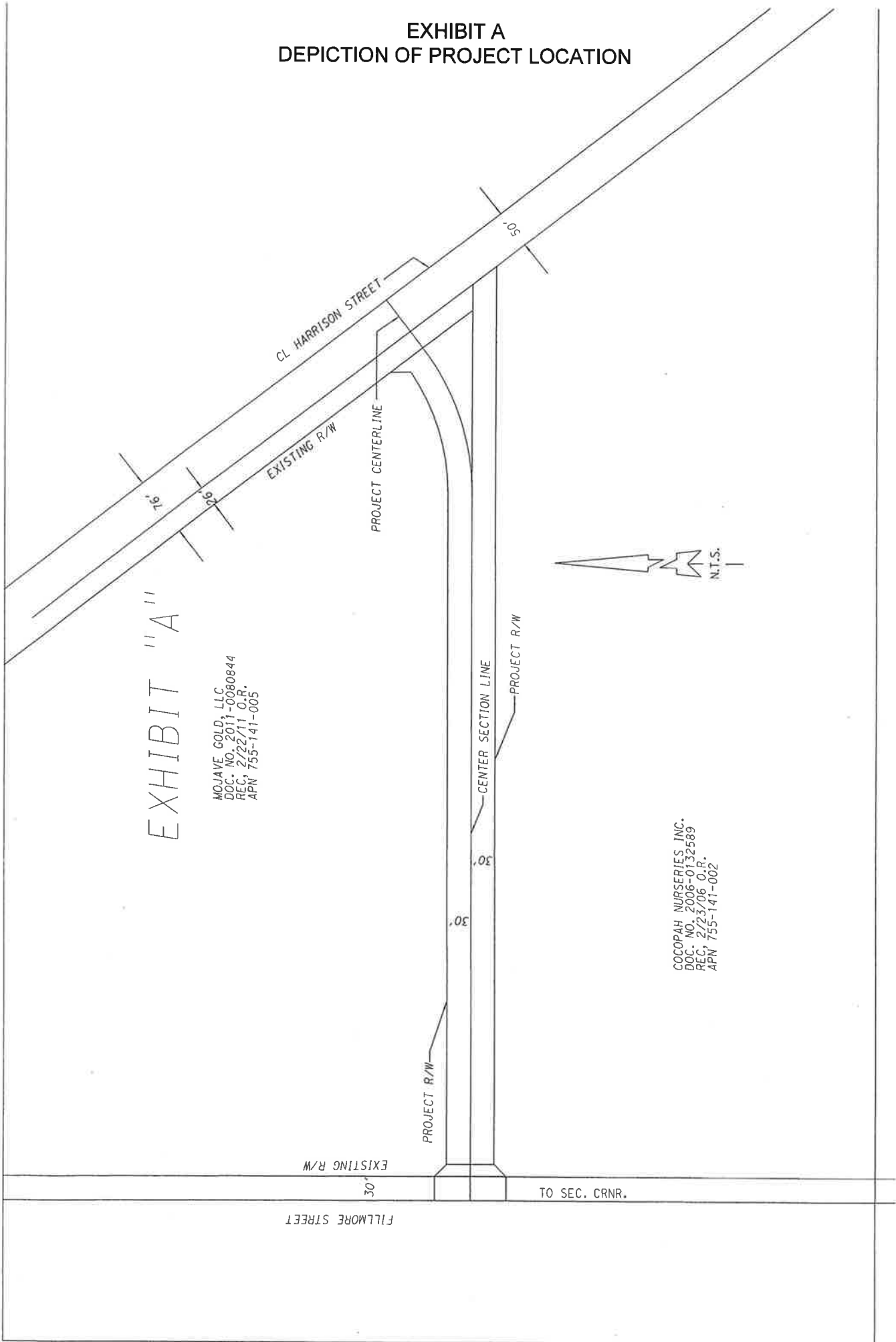


EXHIBIT "A"

MOJAVE GOLD, LLC
DOC. NO. 2011-0080844
REC. 2/22/11 O.R.
APN 755-141-005

COCOPAH NURSERIES, INC.
DOC. NO. 2008-0132589
REC. 2/23/06 O.R.
APN 755-141-002

FILLMORE STREET
30'
EXISTING R/W

TO SEC. CRNR.

CL HARRISON STREET

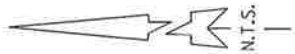
EXISTING R/W

PROJECT CENTERLINE

PROJECT R/W

CENTER SECTION LINE

PROJECT R/W



30'

30'

76'

66'

50'

EXHIBIT B
DEPICTION OF CVWD IMPROVEMENTS

