

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

814A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
June 5, 2014

SUBJECT: Construction Cooperative Agreement Between the County of Riverside and the State of California Department of Transportation for the Jefferson Street Interchange Project Located on Interstate 10. 4th/4th District; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Construction Cooperative Agreement Between the County of Riverside and the State of California Department of Transportation for the Jefferson Street Interchange Project Located on Interstate 10 (Caltrans Agreement No. 08-1583); and
2. Authorize the Chairman of the Board to execute the same; and
3. Authorize the Director of Transportation and Land Management, or his designee, to approve administrative amendments to the Funding Summary.

Patricia Romo

Juan C. Perez, Director of Transportation and Land Management

Assistant Director of Transportation

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: N/A				Budget Adjustment: No	
				For Fiscal Year: 14/15	

C.E.O. RECOMMENDATION:

APPROVE

BY:

Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: July 1, 2014
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

By:

Deputy

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL VICTOR
DATE: 6/11/14

☐ Positions Added
☐ Change Order

☐ A-30
☐ 4/5 Vote

Prev. Agn. Ref.: 12/20/11, Item 3-25
12/14/10, Item 3-55

District: 4/4

Agenda Number:

3-56

BACKGROUND:

Summary

The Jefferson Street Interchange is a vital project for the Coachella Valley Association of Governments (CVAG), the City of Indio (City), the City of La Quinta, and the County of Riverside (County) and serves as a main entrance to the City of Indio.

The existing Jefferson Street interchange was originally constructed in 1958, and the Jefferson Street overcrossing was seismically retrofitted in 1996.

The proposed Interstate 10 (I-10)/Jefferson Street Interchange Project consists of constructing a new partial cloverleaf interchange with standard diamond ramps, loop entrance ramps, and a new eight lane Jefferson Street overcrossing over I-10. Acceleration and deceleration lanes are proposed on I-10 for the westbound on-ramp and eastbound off-ramp, respectively. The on-ramps will include ramp metering. An additional lane will be added to I-10 in both directions between the ramps to accommodate the future fourth lane along I-10. Improvements to the I-10/Jefferson Street interchange will increase capacity and improve traffic operations for current and future traffic volumes.

The I-10/Jefferson Street Interchange project was first approved by the CVAG Executive Committee in September 2000. The agreement identified the City of Indio as lead agency and included Riverside County as a partnering agency. Several amendments for funding allocations took place as the project progressed between 2000 and 2010.

On December 14, 2010 (Agenda Item 3-55), the Board of Supervisors (Board) approved Amendment No. 6 to the Reimbursement Agreement between the County, the City of Indio, and the Coachella Valley Association of Governments (CVAG) for the Jefferson Street at I-10 Interchange Project. This amendment substituted the County as lead agency and provided for reimbursement of design, environment and right of way costs.

On December 20, 2011 (Agenda Item 3-25), the Board approved a cooperative agreement between the County, Caltrans, and the City of Indio that outlined each agency's responsibilities for the development of this state highway project.

The Construction Cooperative Agreement between the State of California Department of Transportation (Caltrans) and the County outlines each agency's responsibilities for the construction of the improvements of the I-10/Jefferson Street interchange. This cooperative agreement designates authority to the County to administer the construction contract for the I-10/Jefferson Street interchange improvements. The cost of project oversight and quality assurance will be borne by the State.

Construction is expected to begin in early 2015.

Work Order No.: B2-0388

Impact on Residents and Businesses

The proposed Jefferson Street Interchange Project will correct existing geometric deficiencies, reduce projected operational deficiencies from the anticipated increased traffic demand, and reduce congestion from the forecasted growth in the area.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Construction Cooperative Agreement Between the County of Riverside and the State of California
Department of Transportation for the Jefferson Street Interchange Project Located on Interstate 10. 4th/4th
District; [\$0]

DATE: June 5, 2014

PAGE: 3 of 3

SUPPLEMENTAL:

Additional Fiscal Information

N/A

Contract History and Price Reasonableness

N/A

Contract No. 14-05-009
Riverside Co. Transportation

08-RIV-10-51.7/R53.1
Project Number: 0800000755
EA: 47520
Agreement 08-1583

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

COOPERATIVE AGREEMENT to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

This Agreement, effective on July 16, 2014, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of Riverside, a political subdivision of the State of California, referred to hereinafter as COUNTY.

RECITALS

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this Agreement, Reconstruct and realign the interchange (IC) at Jefferson Street and Interstate 10 (I-10) in the City of Indio will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents per the Project Development Procedures Manual.
3. All responsibilities assigned in this Agreement to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
 - CONSTRUCTION SUPPORT
 - CONSTRUCTION CAPITAL
4. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.

5. The following work associated with this PROJECT has been completed or is in progress
 - CALTRANS developed the Project Initiation Document and was approved on 12/20/2000.
 - COUNTY developed the Initial Study/Mitigated Negative Declaration and was approved by CALTRANS on 04/30/2013.
 - COUNTY developed the Categorical Exclusion and was approved by CALTRANS on 04/30/2013.
 - COUNTY developed the Project Report and was approved by CALTRANS on 05/01/2013(Cooperative Agreement No. 08-1200 A/2).
 - COUNTY is developing the Plans, Specifications, and Estimate (Cooperative Agreement No. 08-1200 A/2).
 - COUNTY is developing the Right of Way Certification (Cooperative Agreement No. 08-1200 A/2).
 - COUNTY is developing the Right of Way Acquisition (Cooperative Agreement No. 05-1200 A/2).
6. COUNTY prepared the environmental documentation for the PROJECT.
7. CALTRANS will perform all tests; American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), California Tests and laboratory procedures on materials (aggregates, crumb rubber, cement and binders) necessary to verify and approve the Job Mix Formula (JMF) and concrete mix designs. CALTRANS shall be compensated for all the costs of quality control and quality assurance associated with these tasks. The cost for this effort is estimated to be around \$50,000.
8. In this Agreement capitalized words represent defined terms and acronyms.
9. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

10. COUNTY is SPONSOR for 100% of PROJECT.
11. The FUNDING PARTNER(S) and the details of the funding commitments are documented in the latest FUNDING SUMMARY.
12. COUNTY is IMPLEMENTING AGENCY for CONSTRUCTION.
13. CALTRANS is the CEQA lead agency for PROJECT.
14. CALTRANS is the NEPA lead agency for PROJECT.

15. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right of way. Per NEPA assignment and CEQA statutes, CALTRANS will perform its QC/QAP process review for environmental documentation.

SCOPE

Scope: General

16. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
17. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
18. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The CALTRANS District Construction Division, with input from Structure Construction must approve the QMP before the encroachment permit for construction is issued.
19. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
20. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
21. IMPLEMENTING AGENCY shall retain consultants and shall invite CALTRANS to participate in the selection and retention of consultants that participate in OBLIGATIONS. At least one representative from the Construction Division of CALTRANS shall participate in the selection process. A construction management firm shall not be selected without the approval by this representative.
22. If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 COUNTY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees to include prevailing wage requirements in its contracts for public work. Work performed by COUNTY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the

subcontractor is "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY contracts.

23. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.
24. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way at no cost to COUNTY, its contractors or utility owners. Contractors and/or agents, and utility owners will not perform activities within the SHS right of way without an encroachment permit issued in their name.
25. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
26. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

27. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
28. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
29. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
30. COUNTY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. COUNTY will undertake or

cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.

31. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
32. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
33. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Agreement.
34. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.
35. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.
36. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.
37. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this Agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
38. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
39. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply, and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this Agreement.

40. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this Agreement.
41. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
42. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if PROJECT utilizes federal funds), and COUNTY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this Agreement.

43. If FUNDING PARTNERS fund any part of PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.
44. If FUNDING PARTNERS fund any part of PROJECT with federal funds, any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual*.
45. PARTNERS will not incur costs beyond the funding commitments in this Agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.
46. If WORK stops for any reason, IMPLEMENTING AGENCY will place PROJECT right of way in a safe and operable condition acceptable to CALTRANS.
47. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that

WORK stops, as they apply to each PARTNER's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.

48. Each PARTNER accepts responsibility to complete the activities as shown on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this Agreement.

Scope: Environmental Permits, Approvals and Agreements

49. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities. If PARTNERS later determine that an environmental permit, approval or agreement is necessary PARTNERS will amend this Agreement to ensure completion and implementation of all environmental permits, approvals, and agreements.

ENVIRONMENTAL PERMITS						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
NPDES SWRCB	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
FESA Section 7 USFWS	CALTRANS	COUNTY	CALTRANS	COUNTY	CALTRANS	CALTRANS

Scope: Construction

50. Physical and legal possession of right of way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.
51. COUNTY will not employ any firm to perform PROJECT construction management that prepared PROJECT plans, specifications, and estimate and COUNTY will ensure that any such firm will not be employed by or under contract to the PROJECT construction contractor. However, PARTNERS may retain such a firm to check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.
52. COUNTY will advertise, open bids, award, approve, and administer the construction contract in accordance with the California Public Contract Code and the California Labor Code.

COUNTY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

By accepting responsibility to advertise and award the construction contract, COUNTY also accepts responsibility to administer the construction contract.

PARTNERS agree that COUNTY is designated as the Legally Responsible Person and the Approved Signatory Authority pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person and the Approved Signatory Authority as mandated by the Construction General Permit.

53. COUNTY will provide a RESIDENT ENGINEER and CONSTRUCTION SUPPORT staff that are independent of the design engineering company and construction contractor.
54. COUNTY will provide a landscape architect who will be responsible for all landscaping activities within the SHS. If the Resident Engineer is not also a registered Landscape Architect, COUNTY will furnish, at COUNTY expense and subject to approval of CALTRANS Landscape Architecture, a registered Landscape Architect to perform work related to architecture treatment and landscaping and to perform the function of an Assistant Resident Engineer/Inspector who is responsible for both daily on-site inspection and final decisions including, but not limited to, any highway planting and the irrigation systems that comprise a portion of the PROJECT work, consistent with any applicable measures in the environmental commitments record. Final decisions shall continue to be subject to the satisfaction and approval of CALTRANS.
55. COUNTY will implement changes to the construction contract through Change Orders. PARTNERS will review and concur on all Change Orders over \$50,000.
56. Notwithstanding the IQA definition, CALTRANS at its own costs, will review and approve:
 - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
 - Material testing results and material exceptions.
57. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds COUNTY will use a CALTRANS-approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.
58. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within fifteen (15) working days, the IMPLEMENTING AGENCY shall not award the construction contract.

59. COUNTY will require the construction contractor to furnish payment and performance bonds naming COUNTY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.
60. COUNTY will submit a written request to CALTRANS for any DFM identified in the PROJECT plans, specifications, and estimate a minimum of forty-five (45) working days prior to the bid advertisement date for PROJECT construction contract. COUNTY will submit a written request to CALTRANS for any additional DFM deemed necessary during PROJECT construction.
61. CALTRANS will make DFM available at a CALTRANS-designated location after COUNTY requests DFM and pays CALTRANS' invoice for estimated DFM cost.
62. COUNTY will prepare a QMP which will include a description of how source inspection will be performed, and will submit the QMP to CALTRANS for review and approval by the State Materials Engineer.

CALTRANS will issue the parent permit to COUNTY upon submittal of a complete encroachment permit application. The parent permit will cite approval of the QMP by CALTRANS as a condition of issuing a double permit.

CALTRANS will issue the double permit to the contractor upon submittal of a complete encroachment permit application and all conditions cited in the parent permit have been met..

COUNTY will provide, or cause to provide, source inspection services.

63. COUNTY may request CALTRANS to complete portions of WORK as engineering services. Should CALTRANS agree to perform the requested services, PARTNERS will document the arrangement in writing. Such an arrangement does not change the responsibilities as documented in the SCOPE SUMMARY.
64. As IMPLEMENTING AGENCY for construction, COUNTY is responsible for maintenance within PROJECT limits as part of the construction contract.
65. PARTNERS will execute a separate maintenance agreement prior to OBLIGATION COMPLETION.
66. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, COUNTY shall furnish CALTRANS with a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CCOs, CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code

sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, shall contain the filing information provided by the county in which filed. COUNTY shall also submit corrected full-sized hard copy structure plans.

COST

Cost: General

67. PARTNERS will document specific funding, billing, and payment details in a FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this Agreement.

A valid FUNDING SUMMARY must be in place at all times until OBLIGATION COMPLETION.

PARTNERS will create a new FUNDING SUMMARY each time the funding, billing and payment details of PROJECT change. The FUNDING SUMMARY is only valid after each FUNDING PARTNER signs and dates the FUNDING SUMMARY. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this Agreement.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this Agreement unless the rules of the new funds require it.

Each PARTNER will designate a legally authorized representative to sign the FUNDING SUMMARY on its behalf.

68. PARTNERS may invoice the appropriate FUNDING PARTNER according to the terms documented in the FUNDING SUMMARY.
69. If COUNTY has received Electronic Funds Transfer (EFT) certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
70. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.
71. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
72. After PARTNERS agree that all WORK is complete for a PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the

final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

73. If FUNDING PARTNERS fund OBLIGATIONS with American Recovery and Reinvestment Act (ARRA) funds, PARTNERS will adopt the terms, conditions, requirements, and constraints of the American Recovery and Reinvestment Act of 2009.
74. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of California Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

75. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS cost.
76. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
77. COUNTY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.
78. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
79. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS cost.
80. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS cost.
81. Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.

Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its QC/QAP process review for environmental documentation.
82. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants, agents, and utility owners, at no cost.

83. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS cost, by the PARTNER whose actions or lack of action caused the levy.
84. If federal funds are used on PROJECT while this Agreement is active CALTRANS will administer all federal subvention funds documented on the FUNDING SUMMARY.
85. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS cost only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this Agreement.

If COUNTY invoices for rates in excess of DPA rates, COUNTY will fund the cost difference and reimburse CALTRANS for any overpayment.

86. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
87. If CALTRANS reimburses COUNTY for any costs later determined to be unallowable, COUNTY will reimburse those funds.
88. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
89. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this Agreement to place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this Agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

90. If there are insufficient funds in this Agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this Agreement.

Each PARTNER may request reimbursement for these costs during the amendment process.

91. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within thirty (30) calendar days of receipt of invoice.

Cost: Environmental Permits, Approvals and Agreements

92. The cost of coordinating, obtaining, complying with, implementing, including renewing and amending resource agency permits, agreements, and approvals is an OBLIGATIONS cost.

Cost: Construction Support

93. The cost of source inspection is an OBLIGATIONS cost.
94. The cost of engineering services provided by CALTRANS is an OBLIGATIONS cost. CALTRANS will be reimbursed for engineering services.
95. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS cost until PARTNERS execute a separate maintenance agreement.

Cost: Construction Capital

96. The cost of all DFM is a CONSTRUCTION CAPITAL cost.

SCHEDULE

97. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

98. PARTNERS understand that this Agreement is in accordance with and governed by the Constitution and laws of the State of California. This Agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this

Agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this Agreement resides, or in the Superior Court of the county in which PROJECT is physically located.

99. All OBLIGATIONS of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
100. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.
101. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
102. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under this Agreement.
103. PARTNERS do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTNERS do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
104. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.
105. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
106. A waiver of a PARTNER's performance under this Agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section

of this Agreement does not constitute an amendment to or negate all other articles or sections of this Agreement.

107. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
108. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
109. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of COUNTY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

110. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
111. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.
112. PARTNERS intend this Agreement to be their final expression and supersedes any oral understanding or writings pertaining to OBLIGATIONS.

113. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this Agreement to include completion of those additional tasks.
114. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
115. Partners agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this Agreement. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated, modified in writing by mutual agreement, or expire by the statute of limitations.
116. The following documents are attached to, and made an express part of this Agreement: SCOPE SUMMARY; FUNDING SUMMARY.

DEFINITIONS

ARRA – American Recovery and Reinvestment Act of 2009

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government

CONSTRUCTION CAPITAL – See PROJECT COMPONENT.

CONSTRUCTION SUPPORT – See PROJECT COMPONENT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this Agreement and in all amendments to this Agreement.

DFM (Department Furnished Material) – Any materials or equipment supplied by CALTRANS.

FHWA – Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER, designated in the FUNDING SUMMARY, that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this Agreement.

FUNDING SUMMARY – An executed document that lists the funding, billing, and payment commitments. Commitments include, but are not limited to, FUNDING PARTNER(S), fund source, fund type, payment method, invoice frequency, deposit amounts, and PROJECT COMPONENT(S) in which funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards

Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER is responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – Ensuring that the IMPLEMENTING AGENCY's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another PARTNER.

NEPA (National Environmental Policy Act of 1969) – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this Agreement, and all amendments to this Agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS – All responsibilities included in this Agreement.

OMB (Office of Management and Budget) – This federal office oversees the preparation of the federal budget and supervises its administration in Executive Branch agencies.

PARTNER – Any individual signatory party to this Agreement.

PARTNERS – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.

- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout that project's lifecycle.

QMP (Quality Management Plan) – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

QC/QAP (QUALITY CONTROL/QUALITY ASSURANCE PROGRAM) - Per NEPA assignment CALTRANS will review all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at <http://www.dot.ca.gov/ser/memos.htm>). This also includes the independent judgment, analysis, and determination under CEQA that the environmental documentation meets CEQA statute and Guideline requirements.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer must be independent of the design engineering company and the construction contractor.

SCOPE SUMMARY – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Workplan Standards Guide for the Delivery of Capital Projects* available at www.dot.ca.gov/hq/projmgmt/guidance.htm.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All scope activities included in this Agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:

Emad Makar, Project Manager
464 West 4th Street, 6th Floor, MS-1229
San Bernardino, California 92401-1400
Office Phone: (909) 383-4978
Mobile Phone:
Fax Number: (909) 383-6938
Email: emad_makar@dot.ca.gov

The primary Agreement contact person for COUNTY is:


Cindi Wachi, Project Manager
3525 14th Street
Riverside, CA 92501
Office Phone: (951) 955-1863
Email: cwachi@rctlma.org

SIGNATURES

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: 
CPR
FOR MGB Basem E. Muallem, P.E.
District Director

CERTIFIED AS TO FUNDS:

By: 
Lisa Pacheco
Budget Manager

COUNTY OF RIVERSIDE

By: 
Jeff Stone
Chairman, Board of Supervisors

ATTEST:

By: 
Kecia Harper-Ihem
Clerk of the Board

APPROVED AS TO FORM AND
PROCEDURE:

By:  6/11/14
Marsha Victor
Deputy County Counsel

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	COUNTY	N/A
3	265				Awarded and Approved Construction Contract		X	
5	270				Construction Engineering and General Contract Administration		X	
5	275				Construction Engineering and General Contract Administration of Structures Work		X	
5	285				Contract Change Order Administration		X	
5	290				Resolve Contract Claims		X	
5	295				Accept Contract, Prepare Final Construction Estimate, and Final Report		X	
4	300				FINAL RIGHT OF WAY ENGINEERING		X	

FUNDING SUMMARY Number 1

Project Number: 0800000755

Agreement: 08-1583

Part I – FUNDING SUMMARY table

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Totals by Fund Type
IMPLEMENTING AGENCY ->			COUNTY		
STATE	COUNTY	STIP/RIP	\$33,310,000	\$0	\$33,310,000
FEDERAL	COUNTY	STPL	\$14,490,000	\$10,000	\$14,500,000
LOCAL	COUNTY	Local	\$11,988,700	\$8,958,300	\$20,947,000
		Totals by Component	\$59,788,700	\$8,968,300	\$68,757,000

This table represents full funding of each PROJECT COMPONENT in Agreement 08-1583.

Billing and payment details follow.

FUNDING SUMMARY Number 1

Project Number: 0800000755

Agreement: 08-1583

Part II – Billing and Payment Details

Cost: CONSTRUCTION SUPPORT

1. Each PARTNER listed below will do work for CONSTRUCTION SUPPORT as described in this Agreement:

- COUNTY
- CALTRANS

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- COUNTY may invoice CALTRANS
- CALTRANS may invoice COUNTY

PARTNERS will exchange funds for actual costs.

COUNTY will submit to CALTRANS monthly invoices for the prior month's expenditures.

CALTRANS will submit to COUNTY quarterly invoices for actual expenditures for approving the JMF and concrete mixes estimated \$50,000.

After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

Cost: CONSTRUCTION CAPITAL

2. CALTRANS will invoice COUNTY for the actual cost of any DFM as a CONSTRUCTION CAPITAL cost estimated \$450,000.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all DFM costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

3. COUNTY is the IMPLEMENTING AGENCY for CONSTRUCTION CAPITAL as described in the Responsibilities section of this Agreement.

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

FUNDING SUMMARY Number 1

Project Number: 0800000755

Agreement: 08-1583

- COUNTY may invoice CALTRANS

PARTNERS will exchange funds for actual costs.

COUNTY will submit to CALTRANS monthly invoices for the prior month's expenditures.

After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

FUNDING SUMMARY Number 1

Project Number: 0800000755

Agreement: 08-1583

Part III – Signature Page

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

APPROVED

By:

*one
for MGB*


Basem E. Muallem, P.E.
District Director

Date:

7/16/14

By:


Vicki Murphy
District Budget Manager

By:

*For
Darwin Salmos*


Martin Vales
HQ Accounting

COUNTY OF RIVERSIDE

APPROVED

By:


Jeff Stone
Chairman, Board of Supervisors

Date:

JUL 01 2014

ATTEST:

KECIA HARPER-IHEM, Clerk

By:


DEPUTY

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

934A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:

December 2, 2010

SUBJECT: Amendment No. 6 to the Reimbursement Agreement between the County of Riverside, City of Indio and the Coachella Valley Association of Governments, for the Jefferson Street at Interstate 10 Interchange Project.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 6 to the Reimbursement Agreement between the County of Riverside, City of Indio and the Coachella Valley Association of Governments, and;
2. Authorize the Chairman of the Board to execute the same.

BACKGROUND: The Jefferson Street Interchange is a vital project for the Coachella Valley Association of Governments (CVAG), the City of Indio (CITY), the City of La Quinta, and the County of Riverside (COUNTY) and serves as a main entrance to the City of Indio.

Juan C. Perez
Director of Transportation

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 7,500,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11
SOURCE OF FUNDS: CVAG TUMF(100%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:

Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: December 14, 2010
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

By: Deputy

Prev. Agn. Ref.

District: 4

Agenda Number:

3.55

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
DATE 11/30/10
BY: MARSHAL L. VICTOR

Dep't Recomm.: ☐ Policy ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Consent

The Honorable Board of Supervisors

RE: Amendment No. 6 to the Reimbursement Agreement between the County of Riverside, City of Indio and the Coachella Valley Association of Governments, for the Jefferson Street at Interstate 10 Interchange Project.

December 2, 2010

Page 2 of 2

Improvements to the Jefferson Street and Interstate 10 interchange are proposed that will increase capacity and improve the traffic operations for current and future traffic volumes.

The Jefferson Street and Interstate 10 interchange project was first approved by the CVAG Executive Committee in September 2000. The agreement identified the City of Indio as lead agency and included Riverside County as a participating agency. Several amendments have been approved since then, between CVAG and the CITY, for funding allocations as the project has progressed.

Amendment No. 6 is intended to substitute Riverside County as lead agency for this project in place of the City of Indio. This action has been approved by CVAG, the CITY, and the COUNTY and is meant to take advantage of the COUNTY's experience in the role as lead agency of several other interchange projects now in, or about to start, construction.

Amendment No. 6 substitutes the County as lead agency and provides for reimbursement by CVAG of project design engineering, environmental, and right-of-way costs up to \$7.5 million.

Project No: B2-0388



COACHELLA VALLEY ASSOCIATION of GOVERNMENTS

Blythe • Cathedral City • Coachella • Desert Hot Springs • Indian Wells • Indio • La Quinta • Palm Desert • Palm Springs • Rancho Mirage
County of Riverside • Agua Caliente Band of Cahuilla Indians • Cabazon Band of Mission Indians • Torres Martinez Desert Cahuilla Indians

March 4, 2011

Director of Transportation
County Administrative Center
4080 Lemon St., 8th Floor
Mail Stop 1080
Riverside, CA 92501
ATTN: Sandie Washington

Dear Mrs. Washington:

Enclosed please find two (2) fully executed originals of AMENDMENT NUMBER SIX (with minor revisions as agreed by County Counsel and CVAG General Counsel) to the Reimbursement Agreement between the City of Indio, County of Riverside and the Coachella Valley Association of Governments (CVAG) for the Jefferson Street Interstate 10 Interchange project.

Should you have any questions regarding this agreement please contact me at (760) 346-1127 or by email at daquilar@cvag.org.

Sincerely,

COACHELLA VALLEY
ASSOCIATION OF GOVERNMENTS

A handwritten signature in black ink that reads "Diana Aguilar". The signature is fluid and cursive, with the first name "Diana" and last name "Aguilar" clearly legible.

DIANA AGUILAR
Receptionist

cc: Michael Shoberg, Trans. Prog. Mngr.

COACHELLA VALLEY ASSOCIATION of GOVERNMENTS

Contract No. 10-11-011
Riverside Co. Transportation

AMENDMENT NUMBER SIX

(with Minor Revisions as agreed by County Counsel and CVAG General Counsel)

CITY OF INDIO-COUNTY OF RIVERSIDE-CVAG REIMBURSEMENT AGREEMENT

JEFFERSON STREET INTERSTATE 10 INTERCHANGE PROJECT

THIS AMENDMENT NUMBER SIX is made and entered into this ____ day of _____, 2010, by and between the City of Indio, the County of Riverside, and the Coachella Valley Association of Governments, a California joint powers agency, (CVAG), and is made with reference to the following background facts and circumstances:

The "City of Indio-County of Riverside-CVAG Reimbursement Agreement" for the "Jefferson Street Interstate 10 Interchange Project," (the "Original Agreement,") referenced the County of Riverside as a party, however, the County of Riverside was not a signatory to the Original Agreement, nor the first through fifth amendments to the Original Agreement, which amendments primarily concerned funding sources.

The Original Agreement provided that the City of Indio was to be the Lead Agency for the Jefferson Street Interstate 10 Interchange Project (the "Project"). The County of Riverside has now agreed to act as the Lead Agency for the Project. Accordingly, this Sixth Amendment to the Original Agreement is intended to add the County of Riverside as a party to the Original Agreement, effective as of the date of this amendment.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective as of the date of this amendment, the County of Riverside shall be the Lead Agency, in place of the City of Indio; and the City of Indio shall hereafter be deemed a participating Agency.
2. County of Riverside assumes the role of Lead Agency as of the date of execution by all parties to this Sixth Amendment, and has no duty, obligation or responsibility as either a Party or as Lead Agency to said Agreement, prior to said date.
3. All other terms in the Original Agreement and prior amendments shall remain unchanged except as noted herein; provided, however, that all such terms shall be effective as to the County of Riverside only as to obligations arising subsequent to the date of this amendment.
4. The parties acknowledge that all submitted payment requests must be eligible for reimbursement by CVAG as outlined in the CVAG Policies and Procedures Manual for the Regional Arterial Program, most recent edition update.

COACHELLA VALLEY ASSOCIATION of GOVERNMENTS

This Amendment Number Six shall identify the County of Riverside as Lead Agency.

This Amendment Number Six shall allow Riverside County to submit any invoice, and receive payment, for project related work completed in anticipation of approval of this Amendment Number Six.

Summary:

Previously obligated and authorized for expenditure (Original Agreement)	\$ 1,500,000
Previously obligated under Amendment #1 (TEA 21- SUBSTITUTED	\$ 990,000
for like funds from Original Agreement, NOW REDUCED to \$ 510,000)	\$ (480,000)
Previously obligated under Amendment #2 (Not Allocated by CTC)	\$ 10,009,760
Previously obligated under Amendment #3 (Not Allocated by CTC)	\$ 700,000
Previously obligated under Amendment #4	\$ 2,000,000
Previously obligated under Amendment #5	\$ 9,000,000
Amendment #6 substitutes County of Riverside as Lead Agency	\$ 0

Expenditures as of the date of this Sixth Amendment equal approximately \$2,900,000, leaving a remaining funding balance of approximately \$8,600,000 (pending final pay requests being processed from City of Indio).

The scope of work and cost estimate for the project with County of Riverside as Lead Agency is described in Exhibit "D" attached hereto and made a part hereof.

Estimate of Cost: Total Design Engineering and Environmental Costs - \$ 7,500,000

This Amendment Number Six further extends the term of the Original Agreement to December 30, 2016.

(Signatures on following page)

COACHELLA VALLEY ASSOCIATION of GOVERNMENTS

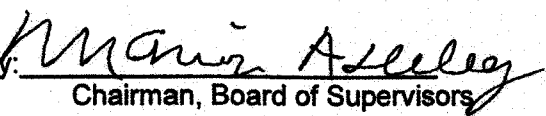
IN WITNESS WHEREOF, the parties hereto have caused this Amendment Number Six to be executed by their duly authorized representatives on this date:

ATTEST:

COUNTY OF RIVERSIDE

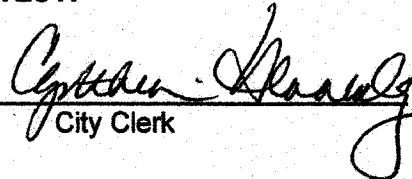
By:  DEPUTY
Clerk to the Board

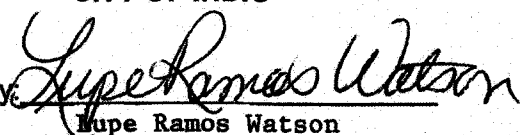
KECIA HARPER-IHEM

By: 
Chairman, Board of Supervisors
MARION ASHLEY

ATTEST:

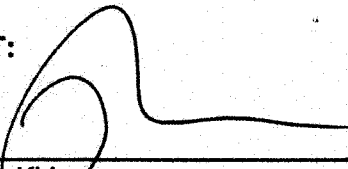
CITY OF INDIO

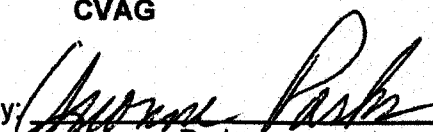
By: 
City Clerk

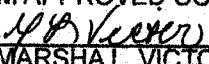
By: 
Lupe Ramos Watson
Mayor

ATTEST:

CVAG

By: 
Tom Kirk,
Executive Director

By: 
Yvonne Parks
CVAG Chair

FORM APPROVED COUNTY COUNSEL
BY:  11/30/10
MARSHAL L. VICTOR DATE

DEC 14 2010 3:55

COACHELLA VALLEY ASSOCIATION of GOVERNMENTS

EXHIBIT "D"

JEFFERSON STREET INTERSTATE 10 INTERCHANGE DESIGN ENGINEERING AND ENVIRONMENTAL

SCOPE OF SERVICES

Provided by the County of Riverside

Provide all technical and professional services including labor, material, equipment, transportation, supervision, administration, review and expertise to prepare and process and Environmental Document, Project Report, Right of Way engineering documents and Plans, Specifications and Estimates for the project.

Environmental:

Environmental services shall include the following: Preparation of technical studies, reports and all other documents necessary to obtain environmental clearances for this project; Processing of all environmental documents for approval.

The Environmental Document will meet the requirements of CEQA and NEPA.

Project Report:

Preparation of a Project Report in accordance with the current Caltrans Guidelines as described in the Caltrans Project Development Procedures Manual.

Right of Way Engineering Documents:

Prepare all documents including plats, maps and legal descriptions to acquire necessary real property of the project.

Plans, Specifications and Estimates:

Prepare Plans, Specifications and Estimates for the project in accordance with relevant Caltrans, County and City standards. Process Plans, Specifications and Estimates for approval by appropriate agencies.

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

333A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
December 8, 2011

SUBJECT: Cooperative Agreement between the County of Riverside, City of Indio and the State of California Department of Transportation (Caltrans) for I-10 at Jefferson Street Interchange.

RECOMMENDED MOTION: That the Board approve and authorize the Chairman of the Board to execute the Cooperative Agreement between the County of Riverside, City of Indio and Caltrans for the Jefferson Street Interchange project located on Interstate 10. (District Agreement No. 8-1200 A/2)

BACKGROUND: The expansion of the Jefferson Street Interchange is a vital project for the City of Indio, the Coachella Valley Association of Governments and the County of Riverside and serves as a main gateway to the City of Indio.

Juan C. Perez
Director of Transportation

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/12
SOURCE OF FUNDS: CVAG TUMF (100%) There are no general funds used in this project.				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:

Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Tavaglione and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione and Benoit
Nays: None
Absent: Stone and Ashley
Date: December 20, 2011
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

By: Deputy

Prev. Agn. Ref. 12/14/10 (3.55)

District: 4

Agenda Number:

3.25

FORM APPROVED COUNTY COUNSEL
BY: MARSHALL VICTOR
DATE: 12/12/11

Departmental Concurrence

Dep't Recomm.: ☐ Policy ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Consent

The Honorable Board of Supervisors

RE: Cooperative Agreement between the County of Riverside, City of Indio and the State of California Department of Transportation (Caltrans) for I-10 at Jefferson Street Interchange.

December 8, 2011

Page 2 of 2

Although located within the City of Indio, the County Transportation Department is taking the lead in delivering this interchange in cooperation with the City of Indio, the Coachella Valley Association of Governments, and Caltrans given our expertise in delivering complex interchange improvements.

This Cooperative Agreement outlines each agency's responsibilities for the development of the project. This agreement is necessary for Caltrans to provide the oversight for the project, to provide reviews and approvals, as appropriate, of submittals by County and to cooperate in timely processing of project, the cost of which will be borne by the State.

Work Order No. B2-0388

Contract No. 11-10-004
Riverside Co. Transportation

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

08-Riv-10-KP R83.3/R85.4
(PM 51.7/53.1)
Reconstruct & Realignment
Jefferson Street Interchange
City of Indio
08303 - 475200
District Agreement No. 8-1200 A/2
Project Number 0800000755

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON _____, 2011, is
between the STATE OF CALIFORNIA, acting by and through its Department of Transportation,
referred to herein as "STATE", and the

CITY OF INDIO, a body politic and a municipal
corporation of the State of California referred to
herein as "CITY."

And

COUNTY OF RIVERSIDE, a political subdivision
of the State of California, referred to herein as
"COUNTY."

RECITALS

1. STATE and COUNTY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within County's jurisdiction.
2. The STATE and CITY hereto entered into Agreement 8-1200 on January 10, 2006, said Agreement defining the terms and conditions of project improvements consisting of interchange reconstruction and realignment of the existing Jefferson Street Interchange on Interstate 10 (I-10) located within the limits of the City of Indio in Riverside County, referred to herein as "PROJECT."
3. The STATE and CITY hereto entered into Amendment No. 1 to Agreement on December 31, 2008 to extend the termination date of said Agreement.
4. COUNTY has now agreed to perform the entire project development work consisting of Project Approval and Environmental Document (PA&ED), Plans Specifications and

Estimates (PS&E), and Right of Way (R/W), all hereinafter referred to as "WORK," as specified in ATTACHMENT 1, in place of the CITY.

5. The STATE and CITY now desire to amend the District Agreement No. 8-1200 (as amendment by No. 8-1200 A/1) by replacing it in its entirety with this Agreement which adds COUNTY as a party.
6. COUNTY is willing to fund one hundred percent (100%) of all costs, except the costs of STATE' Independent Quality Assurance (IQA) of WORK, and STATE' costs incurred as the California Environmental Quality Act (CEQA) Lead Agency and National Environmental Policy Act (NEPA) Lead Agency, if NEPA applies, in the review, comment and approval of the PROJECT environmental documentation and project approval documentation prepared entirely by COUNTY, which will be borne by STATE.
7. STATE' funds will not be used to finance any of the WORK costs except as set forth in this Agreement.
8. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to WORK.
9. PROJECT construction will be the subject of a separate future agreement.
10. This Agreement will define the roles and responsibilities of the CEQA Lead Agency and CEQA Responsible Agency regarding environmental documentation, studies, and reports necessary for compliance with CEQA. This Agreement will also define the roles and responsibilities of the parties regarding environmental documentation, studies, and reports necessary for compliance with NEPA, if NEPA applies. As NEPA and CEQA lead agency, STATE will perform Quality Control Program (QCP) process review for environmental documentation.
11. The parties now define herein below the revised terms and conditions under which PROJECT is to be developed, designed, and financed.

SECTION I

COUNTY AGREES:

1. The COUNTY is the successor-in-interest to the CITY and will accept all the responsibilities, duties and rights assigned to the CITY under Agreement No. 8-1200 and No. 8-1200 A/1 as now set forth under this new Agreement No. 8-1200 A/2.
2. COUNTY is willing to fund one hundred percent (100%) of all costs, except the costs of STATE Quality Control Program (QCP), of WORK, and STATE' costs incurred as the California Environmental Quality Act (CEQA) Lead Agency and National Environmental Policy Act (NEPA) Lead Agency, if NEPA applies, in the review,

comment and approval of the PROJECT environmental documentation and project approval documentation prepared entirely by COUNTY, which will be borne by STATE.

3. To not use STATE' funds for WORK costs except as set forth in this Agreement.
4. WORK performed by COUNTY, or performed on COUNTY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow as shown in Attachment 1, attached to and made a part of this Agreement. WORK shall be submitted to STATE for STATE' review, comment, concurrence, and/or acceptance at appropriate stages of development.
5. WORK, except as set forth in this Agreement, is to be performed by COUNTY. Should COUNTY request STATE to perform any portion of WORK, except as otherwise set forth in this Agreement, COUNTY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement.
6. To have a Project Report (PR) and detailed PS&E prepared, at no cost to STATE, and to submit each to STATE for STATE' review, concurrence, and/or approval at appropriate stages of development. The PR and the final PS&E for PROJECT shall be signed on behalf of COUNTY by a Civil Engineer registered in the State of California. COUNTY agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect.
7. To have all necessary right of way maps and documents used to acquire right of way by COUNTY prepared by or under the direction of an agent authorized to practice land surveying in the State of California. Each right of way map and document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed agent in Responsible Charge of Work.
8. To permit STATE to monitor, participate, and oversee selection of personnel who will prepare the PR, prepare environmental documentation, including the investigative studies and technical environmental reports, prepare the PS&E, provide right of way engineering services, and provide right of way acquisition services for PROJECT. COUNTY agrees to consider any request by STATE to avoid a contract award or to discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
9. To submit to STATE for review, comment, concurrence, and/or approval all Right of Way Engineering Land-Net Maps and Right of Way Appraisal Maps, Records of Survey, and Right of Way Record Maps all prepared in accordance with STATE' Right of Way Manual, Chapter 6, Right of Way Engineering, STATE' Plans Preparation Manual, STATE' Surveys Manual, applicable State laws, and other pertinent reference materials and examples as provided by STATE.

10. Personnel who prepare environmental documentation, including investigative studies and technical environmental reports shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during PS&E, Right of Way, and Construction phases of the PROJECT, and/or to supplement environmental documentation.
11. Personnel, who prepare the preliminary engineering, including investigative studies, shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during PS&E, Right of Way, and Construction phases of the PROJECT, and/or to make design revisions for contract change orders.
12. Personnel who prepare right of way maps, documents, and related materials shall be made available to STATE, at no cost to STATE, during and after construction of PROJECT until completion and acceptance by STATE of Right of Way Record Maps, Records of Survey, and title to any property intended to be transferred to STATE.
13. COUNTY shall include a "conflict of interest" requirement in the PROJECT design consultant contract(s) that prohibits the design consultant from being employed or under contract to the future PROJECT construction contractor.
14. To make written application to STATE for necessary encroachment permits authorizing entry of COUNTY onto SHS right of way to perform required WORK as more specifically defined elsewhere in this Agreement. COUNTY shall also require COUNTY's consultants and contractors to make written application to STATE for the same necessary encroachment permits.
15. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
16. If any existing utility facilities conflict with PROJECT construction or violate STATE' encroachment policy, COUNTY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.

The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside SHS right of way shall be determined in accordance with Federal and California laws and regulations, and STATE' policies and procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

17. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within SHS right of way and that such work will be completed prior to award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required SHS encroachment permits.

18. To acquire and furnish all right of way, if any, outside of existing SHS right of way and to perform all right of way activities, including all eminent domain activities, if necessary, at no cost to STATE, and in accordance with procedures acceptable to STATE. These activities shall comply with all applicable State and Federal laws and regulations, subject to STATE' IQA to ensure that completed work and title to property acquired for PROJECT is acceptable for incorporation into the SHS right of way.
19. To utilize the services of a qualified public agency or a qualified consultant, as determined by STATE' District Division Chief of Right of Way, in all matters related to acquisition of right of way in accordance with STATE' procedures as published in STATE' current Right of Way Manual. Whenever personnel other than personnel of a qualified public agency are utilized, administration of the consultant contract shall be performed by a qualified Right of Way Agent employed or retained by COUNTY.
20. To certify legal and physical control of right of way ready for construction and that all right of way parcels were acquired in accordance with applicable State and Federal laws and regulations, subject to review, comment, concurrence, and/or approval by STATE prior to the advertisement for bids for the contract to construct PROJECT.
21. To deliver to STATE legal title to the right of way, including access rights, free and clear of all encumbrances detrimental to STATE' present and future uses not later than the date of acceptance by STATE of maintenance and operation of the SHS facility. Acceptance of said title by STATE is subject to a review of a Policy of Title Insurance in the name of the State of California to be provided and paid for by COUNTY.
22. To be responsible for, and to STATE' satisfaction, the investigation of potential hazardous material sites within and outside existing SHS right of way that could impact PROJECT. If COUNTY discovers hazardous material or contamination within the PROJECT study area during said investigation, COUNTY shall immediately notify STATE.
23. If COUNTY desires to have STATE advertise, award, and administer the construction contract for PROJECT, COUNTY shall provide STATE with plans in a format acceptable to STATE. Reimbursement to STATE for costs incurred by STATE to advertise, award, and administer the construction contract for PROJECT will be covered in the separate Construction Cooperative Agreement.
24. All aerial photography and photogrammetric mapping shall conform to STATE' current standards.
25. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document

"Materials Needed to Review Consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.

26. All original recorded land title documents created by PROJECT shall be delivered to STATE and become property of STATE.
27. To submit to STATE a list of STATE horizontal and vertical control monuments that will be used to control surveying activities for PROJECT.

SECTION II

STATE AGREES:

1. At no cost to COUNTY, to complete STATE' review, comment and approval as the CEQA Lead Agency and NEPA Lead Agency, if NEPA applies, of the environmental documentation prepared entirely by COUNTY and to provide QCP of all COUNTY's WORK necessary for completion of the environmental documentation, PR and PS&E for PROJECT done by COUNTY, including, but not limited to, investigation of potential hazardous material sites and all right of way activities undertaken by COUNTY or its designee, and provide prompt reviews, comments, concurrence, and/or approvals as appropriate, of submittals by COUNTY, while cooperating in timely processing of documents necessary for completion of the environmental documentation, PR, and PS&E for PROJECT.
2. To provide encroachment permits at no cost.

SECTION III

CITY AGREES:

1. To cooperate with COUNTY and share any WORK product that they may have acquired during their attempt to complete WORK for PROJECT.

SECTION IV

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
2. The cost of any engineering or environmental documentation support performed by STATE includes all direct and applicable indirect costs. STATE calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are

subject the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and the Administration Rate are adjusted periodically.

3. The parties to this Agreement understand and agree that STATE' IQA is to ensure COUNTY's activities result in WORK being developed in accordance with standards and procedure agreed to in this Agreement. IQA does not include any work necessary to actually develop or deliver WORK nor any validation by verifying nor rechecking work performed by COUNTY, nor providing guidance to COUNTY and no liability will be assignable to STATE, its officers and employees by COUNTY under the terms of this Agreement or by third parties by reason of STATE' IQA activities.
4. The basic design features shall comply with those addressed in the approved Project Study Report (PSR) for PROJECT, approved on December 20, 2000, unless modified as required for completion of the PROJECT's environmental documentation and/or project approval documentation, and/or if applicable, requested by the Federal Highway Administration (FHWA) and/or STATE.
5. The design and right of way acquisition documentation, including investigative studies and technical reports, for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE' Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE' current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with COUNTY in a timely manner regarding the effect of proposed and/or required changes on PROJECT.
6. The preparation of the environmental documentation, including the investigative studies and technical environmental reports, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards current as of the date of performance including, but not limited to, the guidance provided in the Standard Environmental Reference available at www.dot.ca.gov/ser and if applicable, the guidance provided in the FHWA Environmental Guidebook available at www.fhwa.dot.gov/hep/index.htm.
7. STATE will be the CEQA Lead Agency and COUNTY will be a CEQA Responsible Agency. STATE will be the NEPA Lead Agency, if NEPA applies. COUNTY will assess PROJECT impacts on the environment and COUNTY will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports, as determined by STATE, in order to meet the requirements of CEQA and if NEPA applies, NEPA. COUNTY will submit to STATE all investigative studies and technical environmental reports for STATE' QCP review, comment, and approval. The environmental document and/or categorical

exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require STATE' review, comment, and approval prior to public availability.

If, during preparation of preliminary engineering, preparation of the PS&E, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and if NEPA applies, NEPA, this Agreement will be amended to include completion of those additional tasks by COUNTY.

8. COUNTY, subject to STATE' prior review and approval, shall be responsible for preparing, submitting, publicizing and circulating all public notices related to the CEQA environmental process and if NEPA applies, the NEPA environmental process, including, but not limited to, notice(s) of availability of the environmental document and/or determinations and notices of public hearings or other types of public meetings, as approved by STATE. Public notices shall comply with all State and Federal laws, regulations, policies and procedures. The cost to review, approve, prepare, submit, publicize and/or circulate the public notice(s) is a PROJECT cost. STATE will work with the appropriate Federal agency to publish notices in the Federal Register, as applicable, if NEPA applies.

STATE shall be responsible for overseeing the planning, scheduling and holding of all public meetings/hearings related to the CEQA environmental process and if NEPA applies, the NEPA environmental process. COUNTY, to the satisfaction of STATE and subject to all of STATE' and FHWA's policies and procedures, shall be responsible for performing the planning, scheduling and details of holding all public meetings/hearings related to the CEQA environmental process and if NEPA applies, the NEPA environmental process. STATE will participate as CEQA Lead Agency and if NEPA applies, the NEPA Lead Agency, in all public meetings/hearings related to the CEQA environmental process and if NEPA applies, the NEPA environmental process, for PROJECT. COUNTY shall provide STATE the opportunity to provide comments on any public meeting/hearing exhibits, handouts or other materials at least ten (10) State working days prior to any such public meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings. The cost to oversee, plan, schedule, hold, and participate in the public meetings/hearings related to the CEQA environmental process and if NEPA applies, the NEPA environmental process, for PROJECT is a WORK cost.

9. In the event COUNTY would like to hold separate and/or additional public meetings/hearings regarding the PROJECT, COUNTY must clarify in any meeting/hearing notices, exhibits, handouts or other materials that STATE is the CEQA Lead Agency and if NEPA applies, the NEPA Lead Agency, and COUNTY is the CEQA Responsible Agency. Such notices, handouts and other materials shall also specify that public comments gathered at such meetings/hearings are not part of the CEQA and if NEPA applies, NEPA, public review process. COUNTY shall provide STATE the opportunity to provide comments on any meeting/hearing exhibits, handouts or other

materials at least ten (10) State working days prior to any such meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings solely with respect to text or graphics that could lead to public confusion over CEQA and if NEPA applies, NEPA, related roles and responsibilities.

10. STATE and COUNTY, as set forth in Exhibit A, attached hereto and incorporated herein, will coordinate, obtain, implement, renew and amend the necessary regulatory agency permits, agreements, and/or approvals. The cost to coordinate, obtain, implement, renew and amend the necessary regulatory agency permits, agreements, and/or approvals is a WORK cost.
11. COUNTY will prepare the applications for any required regulatory agency permits, agreements and/or approvals for PROJECT, unless otherwise set forth in Exhibit A. COUNTY will submit all said applications to STATE for review, comment and approval. COUNTY will submit the final applications to the appropriate regulatory agencies, unless otherwise set forth in Exhibit A. The costs to prepare, review, comment, and submit the application to the appropriate regulatory agency is a WORK cost.
12. STATE and COUNTY will comply with all of the commitments and conditions set forth in the environmental documentation, permits, approvals, and applicable agreements as those commitments and conditions apply to each parties' responsibilities in this Agreement.
13. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permits, agreements, and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a WORK cost.
14. If any unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during performance of any WORK necessary to complete Preliminary or Final Design, all WORK in that area will stop and STATE will be notified within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
15. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for WORK will be held in confidence to the extent permitted by law, and where applicable, the provisions of California Government Code section 6254.5(e) shall govern the disclosure of such documents in the event said documents are shared between the Parties. Parties will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the work described herein by this Agreement without the written consent of the party authorized to release them, unless required or authorized to do so by law.

16. The party that discovers hazardous material (HM) will immediately notify the other party(ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

17. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.

STATE has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. COUNTY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right of way. COUNTY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and COUNTY will pay, or cause to be paid, all costs associated with HM-1 management activities.

18. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities. Any management activity cost associated with HM-2 is a PROJECT construction cost.
19. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
20. STATE' acquisition of or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE' policy on such acquisition.
21. A separate Cooperative Agreement or agreements will be required to cover responsibilities and funding for the construction phase of PROJECT.
22. Nothing within the provisions of this Agreement is intended to create rights in third parties not parties to this Agreement or to affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
23. Neither STATE or CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under or in connection with any work, authority or

jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that, COUNTY will fully defend, indemnify and save harmless STATE and CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under this Agreement.

24. Neither COUNTY or CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE and/or its agents under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify and save harmless COUNTY and CITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE and/or its agents under this Agreement.
25. Neither STATE or COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under or in connection with any work, authority or jurisdiction conferred upon CITY under the Agreement No.8-1200 (as amended by 8-1200 A/1). It is understood and agreed that, CITY will fully defend, indemnify and save harmless STATE and COUNTY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY and/or its agents under the Agreement No.8-1200 (as amended by 8-1200 A/1).
26. Prior to the commencement of any work pursuant to this Agreement, either STATE or COUNTY may terminate this Agreement by written notice to the other party.
27. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
28. This Agreement will terminate upon completion of WORK that all parties have met all scope, cost, and schedule commitments included in this Agreement and have signed a cooperative agreement closure statement, which is a document signed by parties that verifies the completion of WORK.

However, all indemnification, document, retention, audit, claims, environmental commitment, legal challenge, hazardous material, operation, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

QCP (Quality Control Program) - STATE quality control procedures requiring five reviews for all environmental documents as described in the Jay Norvell Memo dated July 2, 2007. The five reviews are Resource/Technical Specialist Review, Internal Peer Review, Technical Editor Review, NEPA Quality Control Review and Environmental Branch Chief Review.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF INDIO

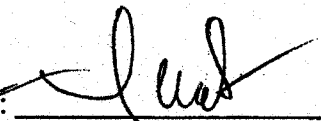
By: _____
RAYMOND W. WOLFE, PhD
District Director

By: _____
CITY Mayor

Attest: _____
CITY Clerk

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:


By: 
Attorney,
Department of Transportation

By: _____
CITY Counsel

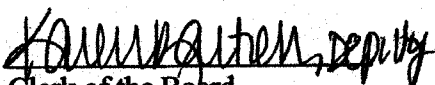
CERTIFIED AS TO FUNDS:

COUNTY OF RIVERSIDE

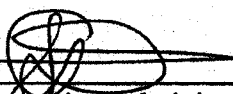
By: _____
LISA PACHECO
District Budget Manager

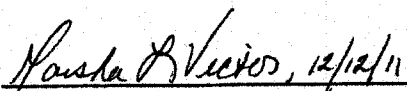
By: 
Chairman, Board of Supervisors
BOB BUSTER

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

Attest: 
Clerk of the Board
Kecia Harper-Thorn

APPROVED AS TO FORM AND
PROCEDURE:

By: 
Accounting Administrator

By: 
COUNTY Counsel