

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



**ITEM: 3.51  
(ID # 11891)**

**MEETING DATE:**  
Tuesday, April 07, 2020

**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION  
DEPARTMENT: Approval of the Agreement between the County of Riverside  
and the Coachella Valley Water District (CVWD) for the Coachella Valley Storm  
Channel Improvement Project in Thermal, District 4. [\$152,646 - Total Cost]

**ARECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Agreement by and between the County of Riverside and the Coachella Valley Water District (CVWD) for the Coachella Valley Storm Channel Improvement Project and authorize the Chairman of the Board to execute the same.

**ACTION:Policy**

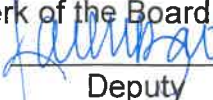
  
Patricia Romo, Director of Transportation 3/2/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: April 7, 2020  
xc: Transp.

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 152,646	\$ 0	\$ 152,646	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Gas Tax (50%), CVWD (50%). No General Funds will be used on this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 19/20	

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

**BACKGROUND:**

**Summary**

The Coachella Valley Water District (CVWD) desires to make improvements within the Coachella Valley Stormwater Channel (CVSC) between Avenue 54 and approximately 800 feet north of Avenue 58. The project proposes to lower the riverbed by approximately 5 feet, and install concrete lining from bank to bank underneath two County owned bridges, Airport Boulevard Bridge and Highway 111.

The County believes that the 5' lowering of the riverbed may impact the bridges and requested CVWD to investigate such impacts and perform a stability analysis within the CVSC. CVWD has prior rights since the Stormwater Channel existed prior to the bridges and road and therefore, believe the County is responsible for the impact investigation and stability analysis.

The County and CVWD have agreed to share in the cost to investigate the impacts of the Project improvements and perform a stability analysis within the CVSC project limits, to assist in the development of a project that will protect the County bridges.

Since the County has extensive experience in the development and implementation of similar types of projects, CVWD desires to designate the County as the agency to perform the investigation of the impacts of the improvements of the Coachella Valley project on the County's Bridges.

The Agreement between the County and CVWD for the CVSC Improvement Project, defines the terms and conditions for the County to provide the administrative, technical, managerial, and support services necessary for the completion of this Engineering Review, and for CVWD to perform the review, permit issuance, and contribution of 50% of the cost of the work. The total cost for the Engineering Review is estimated to be \$ 152,646.00, and the County and CVWD have agreed to share in the cost equally.

The agreement has been reviewed and approved by County Counsel.

**Impact on Residents and Businesses**

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

There are no impacts anticipated as the work entails Engineering Review of the recommended improvements on the Coachella Valley Stormwater Channel.

**Additional Fiscal Information**

The estimated amount of this contract, \$152,646 will be equally divided between the County and CVWD. The County contribution of \$76,323 will be funded by gas tax.

**ATTACHMENTS**

Vicinity Map

Cooperative Agreement (Coachella Valley Stormwater Channel Improvement Project)



Jason Farin, Senior Management Analyst

3/10/2020



Gregory V. Priamos, Director County Counsel

3/5/2020



(Airport Boulevard Bridge)

Vicinity Map





(Highway 111 Bridge)

Vicinity Map

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The County believes that the 5' lowering of the riverbed may impact the bridges and requested CVWD to investigate such impacts and perform a stability analysis within the CVSC. CVWD has prior rights since the Stormwater Channel existed prior to the bridges and road and therefore, believe the County is responsible for the impact investigation and stability analysis.

The County and CVWD have agreed to share in the cost to investigate the impacts of the Project improvements and perform a stability analysis within the CVSC project limits, to assist in the development of a project that will protect the County bridges.

Since the County has extensive experience in the development and implementation of similar types of projects, CVWD desires to designate the County as the agency to perform the investigation of the impacts of the improvements of the Coachella Valley project on the County's Bridges.

The Agreement between the County and CVWD for the CVSC Improvement Project, defines the terms and conditions for the County to provide the administrative, technical, managerial, and support services necessary for the completion of this Engineering Review, and for CVWD to perform the review, permit issuance, and contribution of 50% of the cost of the work. The total cost for the Engineering Review is estimated to be \$ 152,646.00, and the County and CVWD have agreed to share in the cost equally.

The agreement has been reviewed and approved by County Counsel.

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There are no impacts anticipated as the work entails Engineering Review of the recommended improvements on the Coachella Valley Stormwater Channel.

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Jason Farin, Senior Management Analyst

3/10/2020



Gregory V. Priamos, Director County Counsel

3/5/2020





(Airport Boulevard Bridge)  
Vicinity Map



(Highway 111 Bridge)

Vicinity Map



**COACHELLA VALLEY STORM CHANNEL IMPROVEMENT PROJECT**  
**AGREEMENT BY AND BETWEEN**  
**COUNTY OF RIVERSIDE**  
**AND**  
**COACHELLA VALLEY WATER DISTRICT**  
**FOR THE**  
**COACHELLA VALLEY STORM CHANNEL IMPROVEMENT PROJECT**

This AGREEMENT, effective on April 7, 2020, by and between the County of Riverside, a political subdivision of the State of California, acting through its Transportation Department, referred to hereinafter as COUNTY, and Coachella Valley Water District, a public agency, referred to hereinafter as CVWD, for the provision of design review of proposed improvement on Coachella Valley Stormwater Channel (CVSC) (aka Whitewater River), from Avenue 54 to the Thermal Drop Structure ("Project"). COUNTY and CVWD are sometimes collectively referred to hereinafter as PARTIES, and individually as a PARTY.

**RECITALS**

- A. CVWD currently has proposed improvements to the CVSC between Avenue 54 and the Thermal Drop Structure (referred to hereinafter as "PROJECT"). These improvements include but not limited to lowering of the riverbed by approximately 5 feet, and installing concrete lining from bank to bank underneath existing bridges. The start of these improvements is approximately 450 feet upstream (north) to 210 feet downstream (south) and approximately 800 feet upstream (north) to 400 feet downstream (south) of the County's Airport Boulevard Bridge and Highway 111 Bridge respectively, (referred to hereinafter as "BRIDGES").
- B. The COUNTY previously requested CVWD to investigate the impacts of their PROJECT on the COUNTY BRIDGES within the Project limits. The investigation and design review (referred to hereinafter as "TASK") will include a structure evaluation of the BRIDGES with or without CVWD's proposed channel improvements by a qualified Bridge Engineer and a Geotechnical Engineer.
- C. COUNTY being the owner of the BRIDGES and with COUNTY'S extensive experience in the development and implementation of similar types of projects, CVWD desires to designate the COUNTY as the agency to perform the investigation of the impacts on COUNTY'S BRIDGES.
- D. For the completion of this TASK, COUNTY has selected Wei Koo Incorporation (On-call Consultant, currently

**COACHELLA VALLEY STORM CHANNEL IMPROVEMENT PROJECT**

1 working on Project Approval & Environmental Documentation phase of the Airport Boulevard Bridge  
2 Replacement Project) under its On-Call contract, to provide the necessary engineering design services  
3 including preparation of Hydraulic and Structural Stability Studies to identify the storm level at which the  
4 BRIDGES would become structurally deficient.

5 E. Since the PROJECT is within the jurisdictional boundaries of both CVWD and COUNTY, both PARTIES are  
6 the implementing agencies responsible for sponsoring and funding the TASK. Both CVWD and COUNTY will  
7 be considered responsible agencies that will issue discretionary approval for actions within their jurisdiction.

8 F. COUNTY will provide the administrative, technical, managerial, and support services necessary for the  
9 completion of this TASK.

10 G. The total cost for the TASK is estimated to be \$ 152,646.00.

11 H. COUNTY and CVWD acknowledge and agree that any cost for the TASK will be equally shared between both  
12 PARTIES.

13 I. COUNTY and CVWD agree, should unforeseen circumstances arise which result in an increase of any costs  
14 over those shown above, COUNTY and CVWD will in good faith amend this Agreement to include any such  
15 costs under this Agreement.

16 J. California Government Code Section 6502 provides that "[if] authorized by their legislative or governing  
17 bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting  
18 parties".

19 K. The purpose of this AGREEMENT is to memorialize the mutual understandings by and between COUNTY,  
20 and CVWD with respect to each PARTY's roles and responsibilities for the TASK.

21 **AGREEMENT**

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

24 **SECTION 1 • COUNTY AGREES:**

- 25 1. To act as the lead agency on behalf of CVWD for the overall completion of the studies and reports for any  
26 impacts of the PROJECT on COUNTY'S BRIDGES.
- 27 2. To fund fifty percent (50%) of the total cost of the TASK ("County's Fair Share"). COUNTY agrees that  
28 should unforeseen circumstances arise which result in an increase of any costs over the estimate,  
29

**COACHELLA VALLEY STORM CHANNEL IMPROVEMENT PROJECT**

COUNTY will in good faith amend this AGREEMENT to include any such costs under this AGREEMENT. The COUNTY is providing services for the TASK on a reimbursable basis and has absolutely no obligation with regard to COUNTY funding for any portion of the CVWD's Fair Share, as defined in Section 2.1 below.

3. To furnish CVWD a final reconciliation of TASK expenses within ninety (90) days following the completion and acceptance of the TASK. If final costs associated with the TASK are in excess of the Cost shown above, COUNTY shall include a final bill with the financial reconciliation.

**SECTION 2 • CVWD AGREES:**

1. To fund fifty percent (50%) of the estimated cost of the TASK ("CVWD's Fair Share"). CVWD agrees that should unforeseen circumstances arise which result in an increase of any costs over the estimate, CVWD will in good faith amend this Agreement to include any such costs under this Agreement. CVWD has absolutely no obligation with regard to CVWD funding for any portion of the County's Fair Share, as defined in Section 1.3 above arise which result in an increase of any costs over the estimate,
2. Upon completion and acceptance of the reports and studies by CVWD and COUNTY, CVWD shall remit to County the sum of Seventy Six Thousand Three Hundred and Twenty Three Dollars (\$76,323.00) as a full payment for the 50% CVWD's Fair Share of the total cost estimate (\$152,646). This payment is an estimate based off the Scope of Work and Cost Estimate provided by the County Consultant (Wei Koo Inc.) and also includes COUNTY'S soft cost to oversee the TASK.
3. CVWD shall receive the same benefit as the COUNTY in its contract with the Consultant as to insurance, indemnities, bonds, warranties, etc., as such applies to this reimbursement AGREEMENT.
4. CVWD shall have the right to (i) review and comment on the COUNTY'S report and studies at its own cost, and (ii) ensure that all findings are applicable and pertinent to the proposed channel improvements included in the Project at the two COUNTY bridges. Nothing in this AGREEMENT shall constitute a requirement on CVWD to implement such findings.
5. Issue, at no cost to COUNTY or its consultant, upon proper application by COUNTY or COUNTY's consultant, an encroachment permit authorizing entry onto CVWD's right-of-way to perform all surveys and other field activities required for the TASK.
6. Provide a representative to coordinate with the COUNTY'S Project Manager for the completion of the



**COACHELLA VALLEY STORM CHANNEL IMPROVEMENT PROJECT**

TASK.

7. To pay, within 45 days of receipt, the amount indicated on the invoice for final reconciled cost in excess of the actual cost submitted by COUNTY pursuant to Section 1.3 of this AGREEMENT in the event the PARTIES reach an agreement in good faith to amend this AGREEMENT due to increased costs.
8. Because of the financial dead-lines on the PROJECT delivery, COUNTY has given the notice to proceed to its Consultant and their sub consultant for the timely delivery of the investigation of findings and report.

**SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

1. The total cost to complete this TASK, is estimated to be, one hundred and fifty two thousand six hundred and forty six dollars (\$152,646).
2. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on each PARTY hereto.
3. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CVWD under or in connection with any work, authority or jurisdiction delegated to CVWD under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CVWD shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CVWD under or in connection with any work, authority or jurisdiction delegated to CVWD under this AGREEMENT.
4. Neither CVWD nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this AGREEMENT. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CVWD harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this AGREEMENT.
5. In the event either PARTY defaults in the performance of any of its obligations under this AGREEMENT or materially breaches any of the provisions of this AGREEMENT, the non-defaulting PARTY shall have

**COACHELLA VALLEY STORM CHANNEL IMPROVEMENT PROJECT**

1 the option to terminate this AGREEMENT upon 90 days written notice to the other PARTY and/or pursue  
2 any other applicable remedies.

3  
4 6. If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or  
5 unenforceable, the same shall be deemed severable from the remainder of this AGREEMENT, and the  
6 remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any  
7 way.

8 7. This AGREEMENT is to be construed in accordance with the laws of the State of California.

9 8. Neither the CVWD nor COUNTY shall assign this AGREEMENT without the written consent of the other  
10 party.

11 9. Any action at law or in equity brought by any of the PARTIES hereto for the purpose of enforcing a right  
12 or rights provided by this AGREEMENT shall be tried in a court of competent jurisdiction in the County of  
13 Riverside, State of California, and the PARTIES hereto waive all provisions of law providing for a change  
14 of venue in such proceedings to any other county.

15 10. This AGREEMENT is the result of negotiations between the PARTIES hereto, with the advice and  
16 assistance of their respective counsel. The fact that this AGREEMENT was prepared as a matter of  
17 convenience by CVWD or COUNTY shall have no importance or significance. Any uncertainty or  
18 ambiguity in this AGREEMENT shall not be construed against the PARTY that prepared it in its final form.

19 11. Any waiver by COUNTY or CVWD of any breach by any other PARTY of any provision of this  
20 AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of the same or  
21 any other provision hereof. Failure on the part of COUNTY or CVWD to require from any other PARTY  
22 exact, full and complete compliance with any of the provisions of this AGREEMENT shall not be  
23 construed as in any manner changing the terms hereof, or stopping COUNTY or CVWD from enforcing  
24 this AGREEMENT .

25 12. This AGREEMENT contains the entire agreement between the PARTIES, and is intended by the  
26 PARTIES to completely state the agreement in full. Any agreement or representation respecting the  
27 matters dealt with herein or the duties of any PARTY in relation thereto, not expressly set forth in this  
28 AGREEMENT, is null and void.

29 13. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in

**COACHELLA VALLEY STORM CHANNEL IMPROVEMENT PROJECT**

1 third parties not a party to this AGREEMENT or affect the legal liability of any PARTY to the  
2 AGREEMENT by imposing any standard of care with respect to the maintenance of roads different from  
3 the standard of care imposed by law.

4 14. CVWD and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to the  
5 TASK for a minimum period of three (3) years from the date of Notice of Completion of the TASK.

6 15. All notices, demands, invoices, and other communications required or permitted hereunder shall be in  
7 writing and delivered to the following addresses or such other address as the PARTIES may designate:

8 COUNTY:

9 Riverside County Transportation Department

10 Attn: Patricia Romo,

11 Director of Transportation

12 4080 Lemon Street, 8th Floor

13 Riverside, CA 92501

14 Phone: (951) 955-6740

CVWD:

Coachella Valley Water District

Attn: J.M. Barrett

General Manager

75-515 Hovley Lane East

Palm Desert, CA 92211

Phone: (760) 398-2651

COACHELLA VALLEY STORM CHANNEL IMPROVEMENT PROJECT

APPROVALS

COUNTY Approvals


RECOMMENDED FOR APPROVAL:



PATRICIA ROMO  
Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By   
3/4/2020  
Marsha L. Victor

Deputy County Counsel

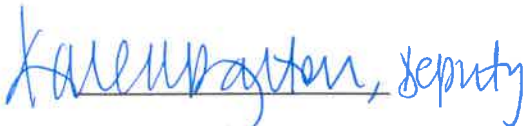
APPROVAL BY THE BOARD OF SUPERVISORS



V. MANUEL PEREZ

Chairman, Riverside County Board of Supervisors

ATTEST:



Clerk of the Board (SEAL)

CVWD Approvals

APPROVED BY:



J. M. Barrett

CVWD General Manager

APPROVED AS TO FORM:

ATTEST:

  
Sylvia Bermudez (Feb 25, 2020)

Sylvia Bermudez

Clerk of the Board

**COACHELLA VALLEY STORM CHANNEL IMPROVEMENT PROJECT**

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