



**RESOURCE
MANAGEMENT AGENCY
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

J. STEVEN WORTHLEY
District Four

MIKE ENNIS
District Five

AGENDA DATE: March 13, 2018

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010

SUBJECT: Cooperative Agreement with the Department of Transportation (Caltrans) for Construction of the Poplar Drainage Improvement Project

REQUEST(S):
That the Board of Supervisors sitting as the Flood Control District:

1. Approve Cooperative Agreement with the Department of Transportation (Caltrans) for Construction of the Poplar Drainage Improvement Project; and
2. Authorize the Chairman to sign the Cooperative Agreement.

SUMMARY:
The community of Poplar experiences flooding issues during large rain events, as does the portion of State Route 190 located on the south of the community. The California Department of Transportation (Caltrans) is undertaking a project to address the flooding along SR 190 and has proposed partnering with the Flood Control District to extend the existing storm drain system in Poplar to SR 190 in a way that also benefits the community and works in conjunction with future improvement plans in Poplar.

Caltrans has proposed a solution that collects water along SR 190 and conveys it in new pipes to be installed in the community, then connect to the existing storm drain system and drainage basin to the northwest of Poplar. This plan requires a new storm sewer system to be constructed along county roads Road 191 and Avenue 145 to tie in to the existing storm drain pipe at the intersection of the Avenue 145 and Walker Road. This new design will allow the installation of area drains on Road 191 and Avenue 145 to collect and discharge stormwater in this location. Further,

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these drainage system improvements are being designed to integrate with a future complete street project per the Complete Street Policy for the community of Poplar and will provide better drainage along Road 191 and Avenue 145.

Caltrans is expecting to complete the Project Approval and Environmental Documents (PA&ED) as soon as possible, complete Plans, Specifications and Estimate (PS&E) by fall 2018, construction in summer 2019, and project completion by fall 2019.

This Cooperative Agreement outlines the specific responsibilities for each entity including the financial responsibilities. Caltrans will take the lead on the project and complete environmental, design and construction phases in cooperation with the Flood Control District acting through Resource Management Agency staff. The Flood Control District will review and comment on the design and assist during construction phase. The Flood Control District will also be responsible to reimburse up to \$200,000 to Caltrans for Construction Capital costs for this project to cover a portion of the storm drain system along Road 191 and Avenue 145 to pay for the capacity required to provide drainage within the community and outside of the state highway. This funding is from the Flood Control District Budget and was included as part of the approved FY2017/18 budget.

This project has also been included as Project #6 on the Flood Control Projects List by the Flood Commission.

FISCAL IMPACT/FINANCING:

There is no Net County Cost to the General Fund.

The \$200,000 reimbursement costs for Construction Capital costs for Poplar Drainage Improvement Project is fully funded by Tulare County Flood Control District funds and was included as part of the FY2017/2018 budget.

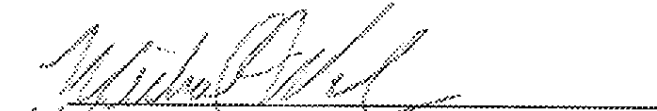
LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the "Safety and Security" initiative and the "Quality of Life" initiative. This project will improve the quality of life through the construction of storm sewer system, that will reduce flooding from the community of Poplar by managing storm water runoff during rain storm events, and will enhance safety and security by improving flood protection in the area.

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ADMINISTRATIVE SIGN-OFF:



Reed Schenke P.E.
Director

RS:rm/jk

Cc: Auditor-Controller
County Counsel
County Administrative Office (2)

Attachments: A – Project Map
B – Cooperative Agreement with the District of Transportation

**BEFORE THE BOARD OF SUPERVISORS
SITTING AS THE FLOOD CONTROL DISTRICT
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF COOPERATIVE)
AGREEMENT WITH THE DEPARTMENT OF) Resolution No. FC _____
TRANSPORTATION (CALTRANS) FOR) Agreement No. FC _____
CONSTRUCTION OF THE POPLAR)
DRAINAGE IMPROVEMENT PROJECT)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE BOARD
OF SUPERVISORS, AT AN OFFICIAL MEETING HELD MARCH 13, 2018, BY THE
FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: MICHAEL C. SPATA
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

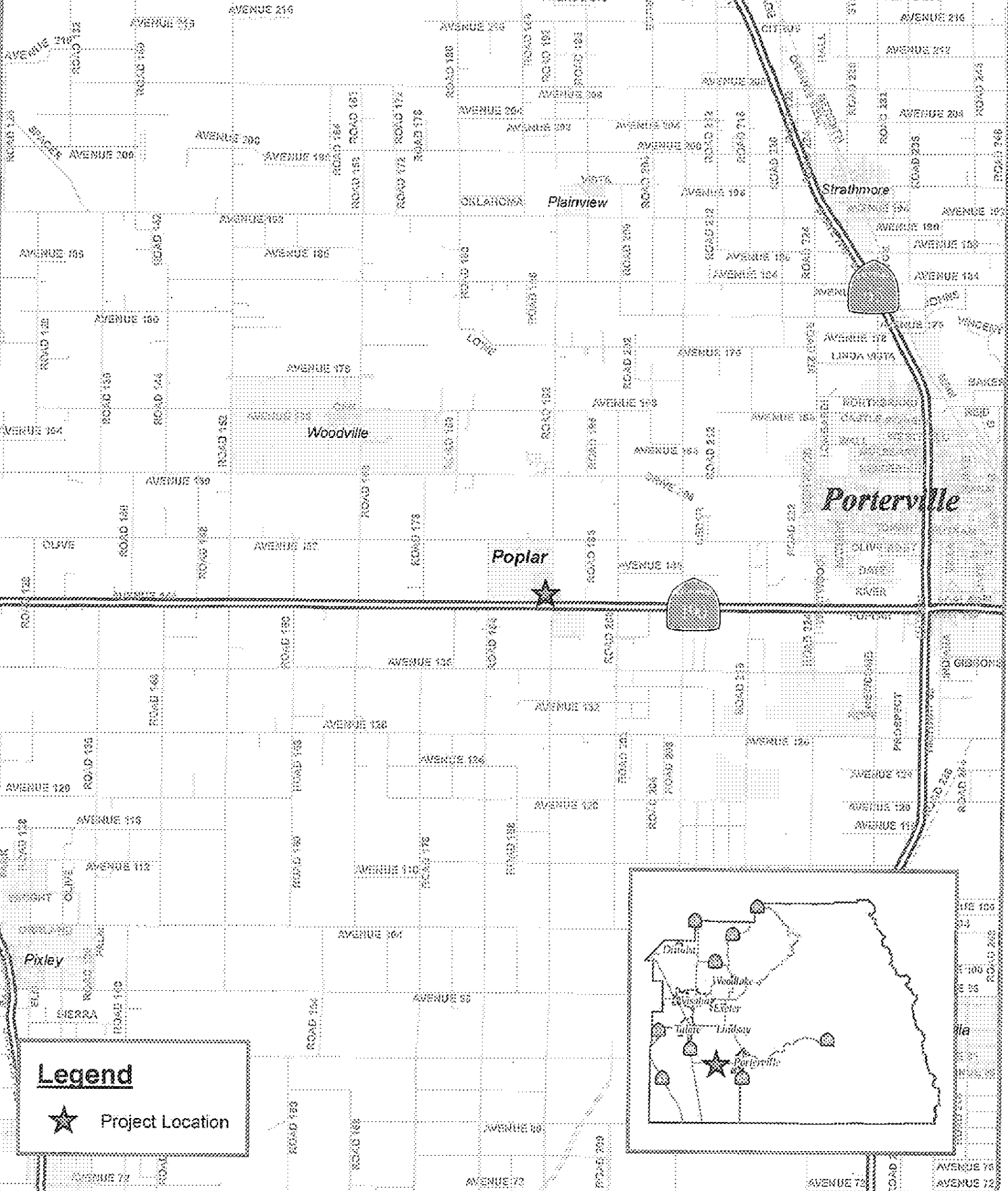
That the Board of Supervisors sitting as the Flood Control District:

1. Approved Cooperative Agreement with the Department of Transportation (Caltrans) for Construction of the Poplar Drainage Improvement Project; and
2. Authorized the Chairman to sign the Cooperative Agreement.

Attachment A

Vicinity Map

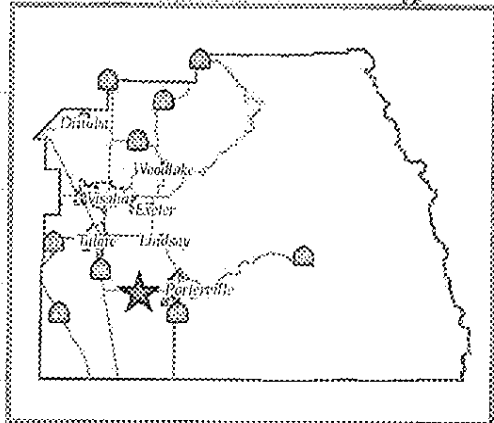
East Tulare Villa



Legend



Project Location



2



Miles

Attachment B

Cooperative Agreement with Caltrans

COOPERATIVE AGREEMENT

Local Contribution Only

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Tulare County Flood Control District, a political entity in the State of California established under Chapter 1149 of the Statutes of 1969, Water Code App. § 111-1 et seq., referred to hereinafter as DISTRICT.

RECITALS

1. PARTIES 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 and California Water Code Appendix section 111-5.
2. The term AGREEMENT, as used herein, includes this document and any associated attachments, exhibits, and amendments.
3. For the purpose of this AGREEMENT, correcting drainage near Poplar along California Highway 190 from 0.2 miles west of Road 191 to 0.1 miles east of Road 192, including additional storm drain facilities along Road 191 and Avenue 145 to convey storm water from this vicinity to the existing County storm drain system near the intersection of Avenue 145 and Road 190, 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.
4. DISTRICT will contribute an amount of \$200,000 to the PROJECT. Contributed funds will be used for the PROJECT.
5. PARTIES agree that funds will be contributed to the following PROJECT COMPONENTS:
 - CONSTRUCTION CAPITAL

6. PARTIES hereby set forth the terms, covenants, and conditions for DISTRICT's contribution toward the PROJECT.

ROLES AND RESPONSIBILITIES

7. CALTRANS is the SPONSOR and IMPLEMENTING AGENCY for the PROJECT.
8. DISTRICT is a FUNDING PARTY contributing a fixed amount toward the PROJECT as shown in the FUNDING TABLE.
9. CALTRANS is responsible for completing all work for the PROJECT.

GENERAL CONDITIONS

10. 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.
11. 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.
12. Neither DISTRICT 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, its contractors, sub-contractors, 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 DISTRICT 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, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
13. This AGREEMENT is intended to be PARTIES' final expression and supersedes any oral understanding or writings pertaining to PROJECT.

INVOICE AND PAYMENT

14. DISTRICT will contribute the not to exceed funds listed below:

FUNDING TABLE			
Fund Source	Fund Type	Project Component	Amount
LOCAL	Local	Construction Capital	\$200,000
Total Not to Exceed Funds			\$200,000

15. CALTRANS will submit to DISTRICT monthly invoices for the prior month's expenditures.
16. DISTRICT will pay the invoiced amount within forty-five (45) calendar days of receipt of the invoice unless DISTRICT is paying with Electronic Funds Transfer (EFT). When paying with EFT, DISTRICT will pay the invoiced amount within five (5) calendar days of receipt of the invoice.
17. If DISTRICT has received Electronic Funds Transfer (EFT) certification from CALTRANS then DISTRICT will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
18. After all work for the PROJECT is complete, CALTRANS will submit a final accounting for all costs. Based on the final accounting CALTRANS will, if necessary, refund DISTRICT the unexpended local fund sources shown in the FUNDING TABLE.
19. This AGREEMENT will terminate upon CALTRANS' receipt of the PROJECT funds. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

DEFINITIONS

CONSTRUCTION CAPITAL – The funds for the construction contract.

FUNDING PARTY – A PARTY who commits a defined dollar amount to the PROJECT.

IMPLEMENTING AGENCY – The party responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

PARTY – The term that references a signatory agency to this AGREEMENT.

PARTIES – 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 party's individual actions legally bind the other PARTIES.

SPONSOR – The PARTY that accepts the obligation to secure financial resources to fully fund PROJECT. This includes any additional funds beyond those committed in this AGREEMENT necessary to complete the full scope of PROJECT.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES 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:

Curt Hatton, Project Manager
2015 East Shields, Suite 100
Fresno, CA 93726
Office Phone: (559) 243-3445
Email: Curt.Hatton@dot.ca.gov

The primary AGREEMENT contact person for DISTRICT is:

Jabed Khan, Design Engineer IV
5961 S Mooney Blvd
Visalia, CA 93277
Office Phone: (559) 624-7149
Email: jkhan@co.tulare.ca.us

SIGNATURES

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY 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.

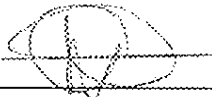
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
SHARRI BENDER EHLERT
District Director

VERIFICATION OF FUNDS AND
AUTHORITY:

By: _____
WILLIAM ETHELTON
Budget Manager

CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:

By:  _____
DARWIN SALMOS
HQ Accounting Supervisor


TULARE COUNTY FLOOD CONTROL
DISTRICT

By: _____
PETE VANDER POEL
Chairman, Flood Control Board

ATTEST: _____
County Administrative Officer/Clerk of the
Board of Supervisors

By: _____
Deputy Clerk

APPROVED AS TO FORM

By:  _____
County Counsel
#20171720