



COACHELLA VALLEY WATER DISTRICT

Established in 1918 as a public agency

GENERAL MANAGER
Jim Barrett

ASSISTANT GENERAL MANAGER
Robert Cheng

CLERK OF THE BOARD
Sylvia Bermudez

ASSISTANT GENERAL MANAGER
Dan Charlton

July 22, 2022

VIA MAIL AND EMAIL AT CCRAIG@LAFCO.ORG

Crystal Craig
Riverside Local Agency Formation Commission
6216 Brockton Avenue, Suite 111-B
Riverside, CA 92506-2208

Dear Ms. Craig:

Subject: Agreement between Coachella Valley Water District and City of Coachella dated January 9, 2008

The Coachella Valley Water District was requested to provide you with a copy of the subject Agreement. Attached please find a copy for your files.

If you have any questions, please feel free to contact me at coliphant@cvwd.org or (760) 398-2661; extension 2268.

Sincerely,

Carrie Oliphant
Director of Engineering

Enclosure/1/as

cc: Cástulo R. Estrada (with enclosure)
Utilities Manager
City of Coachella
53-462 Enterprise Way
Coachella, CA 92236

Jon McMillen (with enclosure)
City Manager
City of La Quinta
78-495 Calle Tampico
La Quinta, CA 92253

CO: al/Eng. Svcs\2022\July\ Riv. Local Agency Formation Comm. Ltr.doc
File: 0933.3, 1150.10, 1150.104

Coachella Valley Water District
P.O. Box 1058 Coachella, CA 92236
Phone (760) 398-2651 Fax (760) 398-3711

www.cvwd.org
an Equal Opportunity Employer

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on this 9th day of January, 2008 ("Effective Date") by and between COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California, ("District"), and CITY OF COACHELLA, a general law city in California ("City"). District and City are sometimes referred to individually as "Party" or collectively as "Parties."

RECITALS

- A. District is a public agency organized, operating and existing under Sections 30000 et seq. of the California Water Code. Pursuant to such authority, the District is authorized to provide water and sanitation service in the Counties of Riverside, San Diego and Imperial.
- B. City is a general law city located in the County of Riverside, State of California. Pursuant to such authority, City provides water and sanitation service to customers within the City of Coachella boundaries, as depicted on Exhibit "A" attached hereto and by this reference incorporated herein.
- C. City provides water service within the boundaries of the City of Coachella through the City of Coachella Water Department.
- D. City provides sewer service within the boundaries of the City of Coachella through the City of Coachella Sanitary District.
- E. Each Party is authorized pursuant to California law to provide water and sewer service which could otherwise result in inefficient systems and duplication of services.
- F. District and City are desirous of reaching an agreement which establishes permanent boundaries for water and sewer service to be currently provided by each.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. All of the above Recitals are hereby incorporated by reference to the same extent as though herein again set forth in full.
- 2. From and after the Effective Date, this Agreement establishes the boundaries for water and sewer service between District and City
- 3. Except as provided in Paragraph 4, City will provide, and CVWD will not provide, water and sewer service to the area lying north of the centerline of Avenue 56 and within the City boundary and Sphere of Influence existing on the Effective Date and the Proposed Sphere of Influence east of Jackson Street, as depicted on Exhibit "A."

4. Any Customer being served by District or City as of Effective Date and any property subject to a "Will Serve" letter issued by the District or City thirty (30) days prior to the Effective Date shall continue to be served by such Party, whether inside or outside the boundaries of District and City established under this Agreement. On request of either party ("Territory Party") new customers ("Temporary Customers") within its service area may be served by the other party ("Servicing Party"), if service is infeasible at that time by the Territory Party. The terms of Temporary Service shall be as agreed upon by the parties. Upon later request of the Territory Party, the Servicing Party will transfer to the Territory Party the Temporary Customer accounts, as well as any infrastructure, capacity fees, or supplemental import water rights, purchased by or on behalf of the Temporary Customers which are not otherwise retained by the Servicing Party by prior agreement.
5. All other areas within the City boundary and City's Sphere of Influence will be a service area of the District, as depicted on Exhibit "A."
6. City may provide water and / or sewer service to the area in the Northern Un-annexed Area as shown on Exhibit "A" if City is the first city to annex that area. The Northern Un-annexed Area is described as that area bounded by the existing northern Coachella City Boundary (south), Dillon/Tyler Road (west), Avenue 37 (north) and Johnson Avenue (east).
7. Neither Party can extend its service area into the service area of the other Party without prior written consent of the encroached upon Party. The consent requested shall be at the sole and absolute discretion of the encroached-upon Party.
8. Either Party may install pipelines through service area of the other provided that they are necessary and convenient to providing service in the installing Party's service area.
9. Water service by either Party to tribal property is subject to tribal consent.
10. This Agreement does not apply in any way to water service supplied by the District from the Coachella Canal or its distribution system to non-potable uses.
11. CVWD will provide two twelve-inch water connections and meters at the north side of Avenue 56, one at Fillmore Street and the other at Pierce for future connection by the City of Coachella, on such terms as may be agreed upon by the parties. Costs for these two connections and meters will be borne by the City.
12. The Parties hereto agree to cooperate with each other in furthering the purposes of this Agreement. The Parties hereby agree to take such other actions and execute such other reasonable documents as are consistent with this Agreement and as are reasonably necessary to effectuate this Agreement; provided, however, that the foregoing shall not require District to take any legislative action or exercise its discretion in any particular manner.

13. This Agreement contains the final and complete agreement between the Parties with respect to the matters herein discussed and supersedes all previous communications and agreements between them with respect to the subject matter hereof, whether oral or written, to the extent such prior communications and agreement are not consistent with this Agreement.
14. In the event that any action or proceeding is commenced between the Parties hereto to enforce or interpret any term of this Agreement, each party shall bear its own attorneys' costs and fees. The attorneys' costs and fees shall include, without limitation, attorneys' costs and fees incurred on appeal and those incurred in enforcing any judgment rendered in any such action or proceeding.
15. All notices shall be in writing and shall be considered given and received: (i) when delivered in person to the recipient named below; or (ii) three days after deposit in the United States mail, postage prepaid, addressed to the recipient named below; or (iii) on the date of delivery shown in the records of an express courier such as Federal Express or DHL; or (iv) on the date of delivery by facsimile transmission to the recipient named below. All notices shall be addressed as followed:

If to District:

General Manager/Chief Engineer
Coachella Valley Water District
P.O. Box 1058
Coachella, Ca 92236-1058

If to City:

City Manager
City of Coachella
1515 Sixth Street
Coachella, CA 92236

Any Party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a Party or an officer or representative of a Party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

16. This Agreement and all its provisions shall in all respects be interpreted, construed, enforced, and governed by and under the laws of the State of California, without regard to its conflict of laws principles.
17. Any action or proceeding brought respecting this Agreement shall be instituted and maintained in the appropriate court in the County of Riverside, California.

18. This Agreement may be modified only by another written instrument duly authorized, executed, acknowledged by both Parties.
19. The provisions of this Agreement are specifically made severable. If any clause, provision, right, or remedy provided for herein is determined to be unlawful or unenforceable, the remainder of this Agreement shall remain in effect and shall be enforced as if such clause, provision, right, or remedy were not contained herein.
20. The language in all parts of this Agreement shall in all respects be construed as a whole according to its fair meaning, and not strictly for or against any other Party. This Agreement is the product of mutual negotiation and drafting efforts. Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Agreement.
21. This Agreement may be executed in one or more counterparts, each of which shall be an original and all such counterparts together shall constitute the entire Agreement of the Parties hereto.
22. Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named Parties.
23. This Agreement shall not be extinguished or altered in any way, by any Party without the prior written consent of the District.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

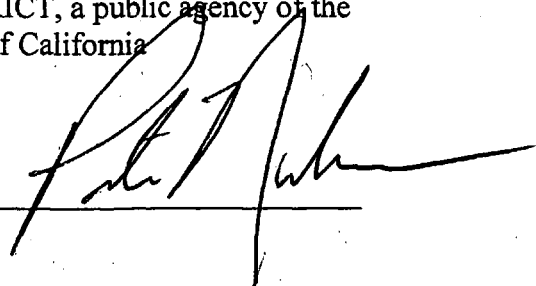
DISTRICT:

CITY:

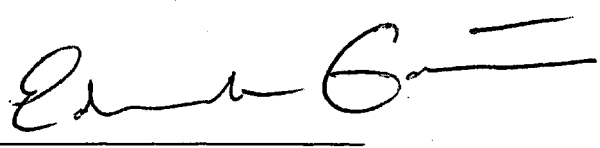
COACHELLA VALLEY WATER DISTRICT, a public agency of the State of California

CITY OF COACHELLA, a general law city of the State of California

By: _____



By: _____



Its: _____

President

Its: _____

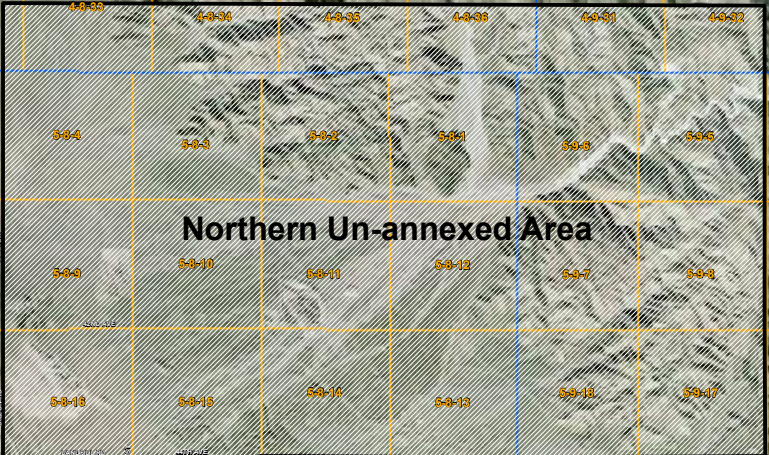
Mayor

City of Coachella / CVWD Water & Sewer Service Area Map

Exhibit "A"



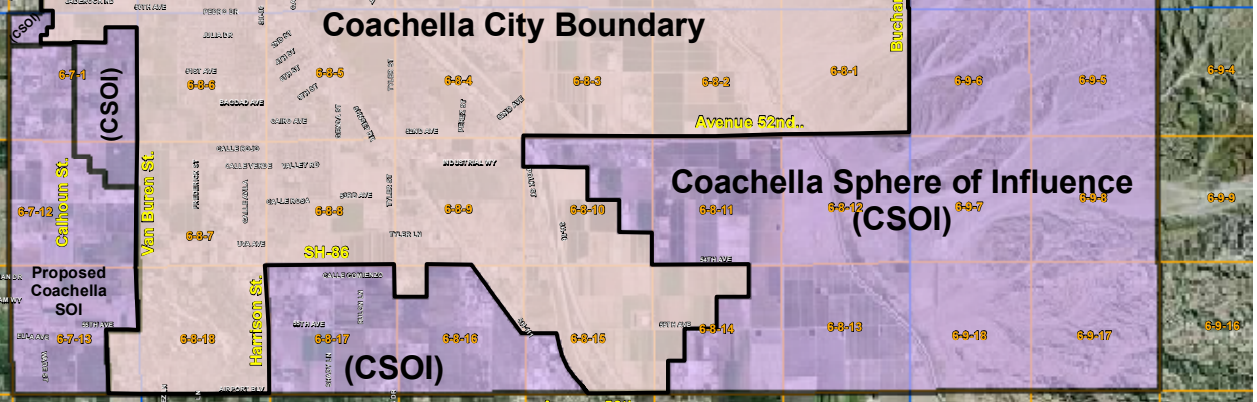
1 inch equals 1.5 miles



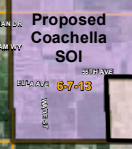
Northern Un-annexed Area



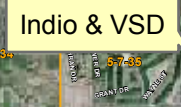
Coachella City Boundary



Coachella Sphere of Influence (CSOI)



Proposed Coachella SOI



Indio & VSD

File Name: City of Coachella-CVWD Water & Sewer Service Area Map-Exhibit A-2.mxd
 File Location: G:\GIS\GIS Projects\City of Coachella Sewer-Water\
 Date Updated: Friday, December 7, 2007 @ 8:42:52 AM
 Made for: Dan Parks
 Made By: CPP
 Department: CWD Engineering - GIS