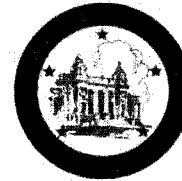


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.59
(ID # 5826)

MEETING DATE:

Tuesday, February 27, 2018

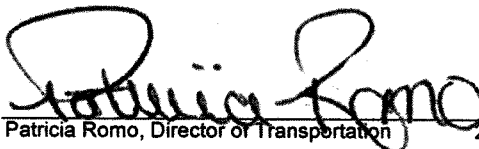
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION - Reimbursement Agreement between Coachella Valley Association of Governments, the County of Riverside, and the City of Palm Springs for the North Indian Canyon Drive Widening Project; in the Cities of Palm Springs and Desert Hot Springs, and the Community of North Palm Springs. 4th & 5th Districts. [\$3,000,000]; CVAG 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Agency Reimbursement Agreement By and Between CVAG and the County of Riverside and the City of Palm Springs for the North Indian Canyon Drive Widening Project and;
2. Ratify and approve Amendment Number One to the CVAG Reimbursement Agreement with the City of Palm Springs and the County of Riverside for the North Indian Canyon Drive Widening Project and;
3. Authorize the Chairman of the Board to execute the Agency Reimbursement Agreement and Amendment Number One on behalf of the County.

ACTION: Policy


Patricia Romo, Director of Transportation 2/6/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: February 27, 2018
xc: Transp.

Kezia Harper-Ihem
Clerk of the Board

By 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,000,000	\$ 2,000,000 0	\$ 3,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: CVAG (100%). There are no General Funds used on this project			Budget Adjustment:	No
			For Fiscal Year:	17/18, 18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

North Indian Canyon Drive is a major north-south arterial that connects the Cities of Palm Springs, Desert Hot Springs, and the County of Riverside. North Indian Canyon Drive is a vital corridor that provides connectivity between Interstate 10, Dillon Road, and State Highway 62. North Indian Canyon Drive between 20th Avenue and Dillon Road is currently one lane in each direction. The Coachella Valley Association of Governments (CVAG), the Cities, and the County desire to resurface and widen North Indian Canyon Drive between 20th Avenue and Dillon Road to add an additional lane of travel in each direction and to add a new traffic signal at the intersection of Dillon Road to help improve traffic mobility. To expedite project improvements, the project has been divided into two phases.

Phase I:

The first phase includes the resurfacing of the existing pavement of North Indian Canyon Road between 18th Avenue and 19th Avenue and was completed by the City of Palm Springs in February of 2017.

Phase II:

The second phase of the project is being led by the County of Riverside and proposes to widen North Indian Canyon Road between 20th Avenue and Dillon Road, and includes a new traffic signal at Dillon Road. Additional work includes, resurfacing Dillon Road north of 18th Avenue and resurfacing and reconstructing Dillon Road south of 19th Avenue. Phase II is estimated to begin construction in Summer 2018.

The Agency Reimbursement Agreement between CVAG, the County, and the City of Palm Springs, designates the City of Palm Springs as the lead agency for Phase I and the County as the lead agency for Phase II. The agreed reimbursement amount by CVAG will be a not to exceed amount of \$3 million.

Amendment Number One to the CVAG Reimbursement Agreement with the County and the City of Palm Springs, amends the scope of Phase II to include the signalized intersection at Dillon Road and North Indian Canyon Drive.

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

CVAG will fund 75% of engineering, environmental, right of way, and construction costs, up to \$3,000,000, for Phases I and II of North Indian Canyon Drive Widening Project (Regional Share). The remaining 25% of the project costs will be funded by fair share contributions by the Cities of Palm Springs, Desert Hot Springs, and the County of Riverside (Local Share). Upon execution of the Agency Reimbursement Agreement and Amendment Number One, CVAG will prepare a sub-agreement for the 25% proportional cost sharing (local share) with the individual jurisdictions.

County Counsel has approved the Agreement as to form.

Project No.: C6-0089

Impact on Residents and Businesses

North Indian Canyon Drive is of regional importance and connects the Cities and communities of Desert Hot Springs and Palm Springs with Interstate 10, State Highway 62, and Dillon Road. The lane widening and new signal proposed for North Indian Canyon Road will add capacity as well as provide a smooth paved roadway that will improve the safety and efficiency of vehicular traffic.

Additional Fiscal Information

The total project cost is estimated to be approximately \$4,000,000. CVAG will contribute up to \$3,000,000, and the County of Riverside, City of Palm Springs, and City of Desert Hot Springs will contribute the remaining \$1,000,000 based on their proportional Local Share of the project costs.

The County of Riverside's cost share is estimated to be \$560,000 and will be funded with Development Impact Fees, Major Improvement Fund for Area Plan 2 funds, that were authorized for use by minute order 3.26 on November 27, 2012.

Construction is expected to begin in FY 2018/2019.

There are no General Funds used in this project.

Contract History and Price Reasonableness

NA

ATTACHMENTS:

Agency Reimbursement Agreement
Amendment Number One
Vicinity Map

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



Kristine Bell-Valdez, Deputy County Counsel 2/7/2018



Scott Bruckner 2/20/2018



Gregory V. Priaplos, Director County Counsel 2/15/2018

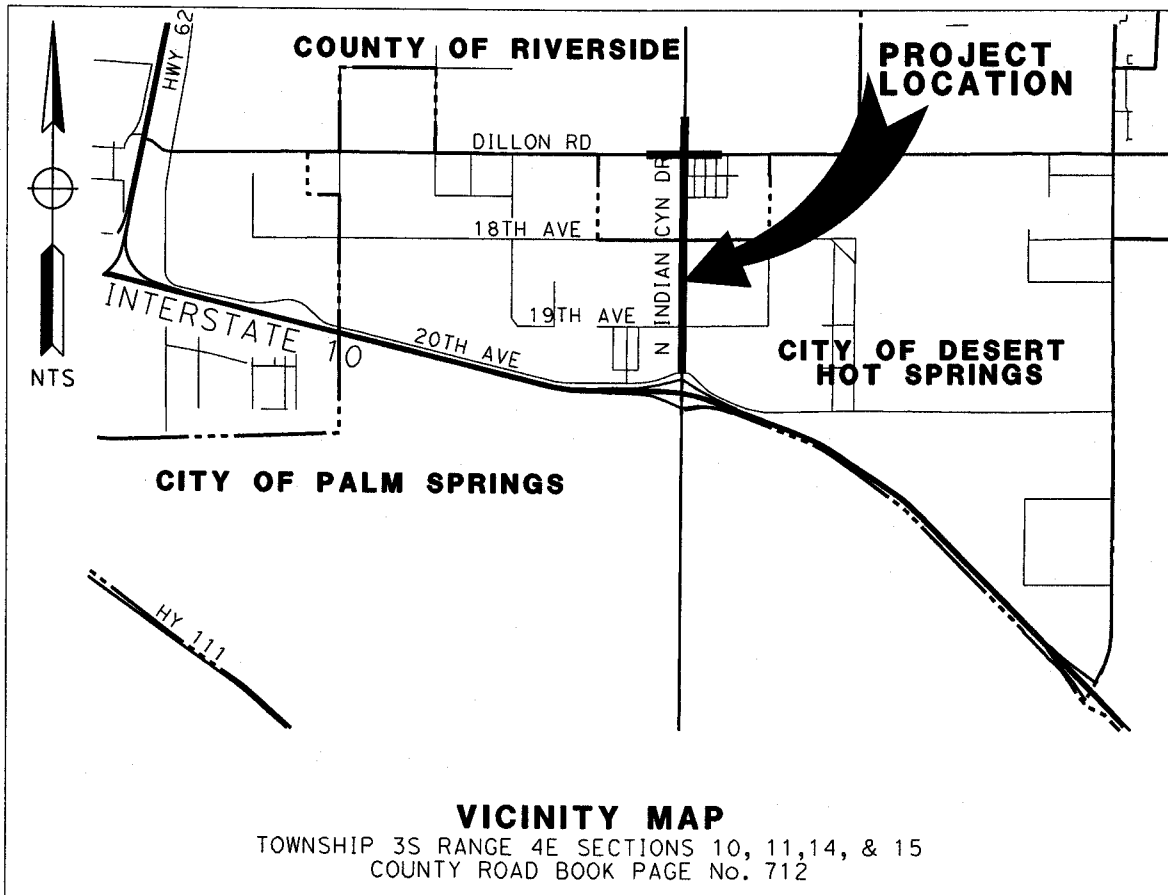
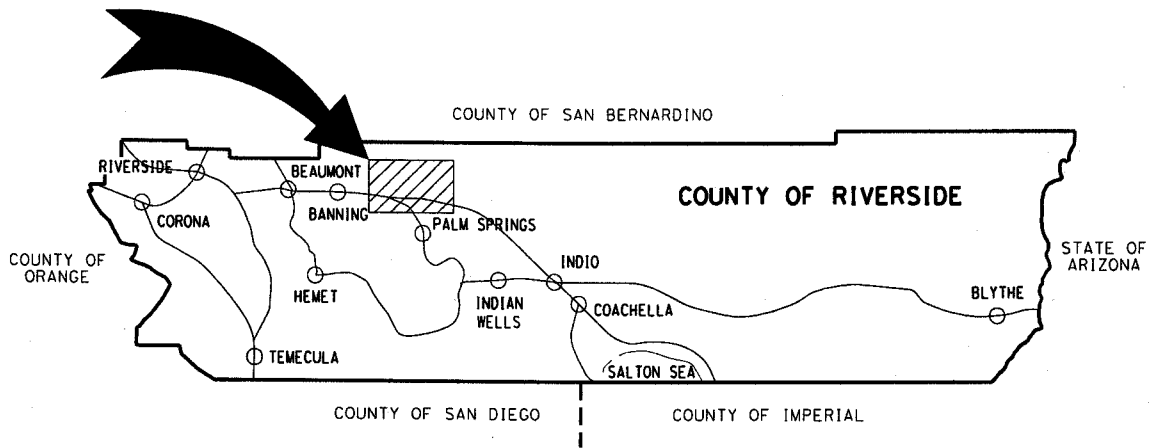
COUNTY OF RIVERSIDE
TRANSPORTATION DEPARTMENT

N INDIAN CANYON DR

WIDENING PROJECT
20TH AVE TO DILLON RD

CITIES OF PALM SPRINGS & DESERT HOT SPRINGS
AND COMMUNITY OF NORTH PALM SPRINGS

WO No. C6-0089



AMENDMENT NUMBER ONE
to the
CVAG REIMBURSEMENT AGREEMENT
With the CITY of PALM SPRINGS and the COUNTY of RIVERSIDE

NORTH INDIAN CANYON DRIVE WIDENING PROJECT

THIS AMENDMENT NUMBER ONE is made and entered into this 26th day of June, 2017, by and among the **County of Riverside (Lead Agency, Phase II)**, the **City of Palm Springs (Lead Agency, Phase I)** and the **Coachella Valley Association of Governments (CVAG)**, a California joint powers authority.

In September of 2016, CVAG's Executive Committee agreed to a Reimbursement Agreement with the City of Palm Springs and the County of Riverside for the North Indian Canyon Drive Widening Project. It was the agreement between CVAG and Lead Agencies that, of the total estimated cost of the Project, \$3,000,000, CVAG shall pay the estimated Regional Share amount of \$2,250,000 but not-to-exceed \$3,000,000, and Local Agencies shall pay their proportional Local Share of project costs, as well as one hundred percent (100%) of all costs not eligible for reimbursement by CVAG.

This Amendment Number One Amends the SCOPE of the original Reimbursement Agreement to include a signalized intersection at Dillon Road and North Indian Canyon Drive, including transitions and turn lanes on all legs to Riverside County standards.

This Amendment Number One Amends the construction cost estimate from \$3 million to \$4 million to accommodate the added signalized intersection improvements.

CVAG's regional share of a not-to-exceed \$3 million remains unchanged.

(Signatures on Following Page)

FEB 27 2018 3.59

ORIGINAL BID
AND/OR AGREEMENT

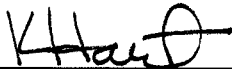
COACHELLA VALLEY ASSOCIATION of GOVERNMENTS

The parties hereto have caused this Amendment Number One to be executed by their duly authorized representatives on the above-referenced date.

ATTEST:


AGENCY:

CITY OF PALM SPRINGS

By: 
Kathleen D. Hart, MMC
Interim City Clerk

APPROVED AS TO FORM



CITY ATTORNEY


TG
ERK By: 
David H. Ready
City Manager

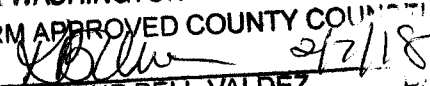
APPROVED BY CITY COUNCIL

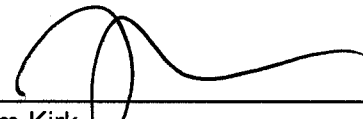
Item J.H. 9/7/16 A7027

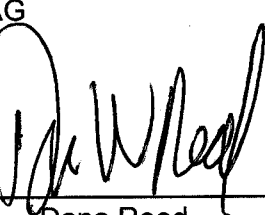
COUNTY OF RIVERSIDE

By: 
Karen Washington, Deputy
Clerk of the Board of Supervisors

By: 
Chairman of the Board of Supervisors
CHUCK WASHINGTON

FORM APPROVED COUNTY COUNCIL
BY  2/2/18
KRISTINE BELL-VALDEZ

By: 
Tom Kirk
Executive Director

CVAG
By: 
Dana Reed
CVAG Chair

APPROVED BY THE BOARD
TSOPH J. H. I. 1982

APPROVED BY THE BOARD

YIPHOYAYED

**AGENCY REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE COUNTY OF RIVERSIDE AND THE CITY OF
PALM SPRINGS**

NORTH INDIAN CANYON DRIVE WIDENING PROJECT

THIS AGREEMENT is made and entered into this 26th day of September, 2016, by and between the **County of Riverside** (Lead Agency, Phase II), the **City of Palm Springs** (Lead Agency, Phase I) and **Coachella Valley Association of Governments (CVAG)**, a California joint powers agency, and is made with reference to the following background facts and circumstances:

The Coachella Valley Area Transportation Study, a valley-wide study prepared under the auspices of CVAG, has identified various transportation and highway projects throughout the Coachella Valley as projects of regional importance. These projects are listed in the 2016 Update of the Transportation Project Prioritization Study document; and,

Approval of a highway financing measure by the voters of Riverside County in November, 1988, (Measure A), as well as the approval of an extension by the voters in November, 2000, has created a source of funds with which to construct such projects; and,

CVAG, by agreement with its member agencies and with the Riverside County Transportation Commission (RCTC), has been designated as the agency through which such funds are to be conveyed and disbursed for the purpose of completing said regional transportation projects; and,

The CVAG Executive Committee, on July 31, 2006, approved the implementation of the amended Transportation Uniform Mitigation Fee (TUMF) Ordinance to increase the collected TUMF, effective January 1, 2000; and,

Under CVAG's policy of funding eligible projects by member jurisdictions, effective January 1, 2007, the responsible jurisdiction(s) will be responsible for paying Twenty-five Percent (25%) of the project costs (the Local Share), as well as any ineligible project costs, and CVAG will be responsible for Seventy-five Percent (75%) of eligible project costs (the Regional Share). Historically, the CVAG Regional Share has been paid as a reimbursement to the jurisdiction, as invoices are submitted and approved. Agency participants 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; and,

CVAG has determined that as to member jurisdictions that do not participate in the TUMF program, projects will continue to go forward under the existing Reimbursement Policy; and,

Agencies desires to proceed with the design, environmental clearance and construction of a project known as the **North Indian Canyon Drive Widening Project** (hereinafter, the "Project"). The total estimated cost of the Project is \$3,000,000. In

FEB 27 2018

3.59

**ORIGINAL BID
AND/OR AGREEMENT**

accordance with CVAG policy, CVAG agrees to pay 75% of the qualified project costs, in this case estimated as \$2,250,000 but **not-to-exceed \$3,000,000**.

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the parties do agree as follows:

1. The program embodied in this Agreement for the reimbursement of funds by CVAG shall apply only to those regional arterial projects that have heretofore been identified in the CVAG 2016 Transportation Project Prioritization Study. The Project is one of those projects and is therefore eligible.

2. The Project is generally described and referred to as the **North Indian Canyon Drive Widening Project**.

Any excess property purchased to secure the necessary right-of-way for the Project will be shared between the Agency and the Regional Arterial Program proportionately according to the funding of the purchase by each jurisdiction participating in the project. Excess property will be disposed of in the best interests of the Regional Arterial Program, in order to recapture funds expended. Any recaptured funds will reduce the overall cost of the project.

3. The scope of work for the Project is more particularly described in Exhibit "A," entitled "Scope of Services," attached hereto and made a part hereof. The cost estimate for the Project is more particularly described in Exhibit "B," entitled "Estimate of Cost," attached hereto and made a part hereof. The cost estimate includes a calculation intended to allow Agencies to recover an amount representing the time of its employed staff in working on the Project, as well as the amount Agencies shall pay to outside contractors in connection with the Project. Subject to the terms herein and all applicable rules regarding allowed costs, the amount of the Jurisdiction One-Quarter shall be calculated by reference to the cost estimates as shown on Exhibit "B", and included in a separate sub-agreement.

4. It is the agreement between CVAG and Agency that, of the total estimated cost of the Project, \$3,000,000, CVAG shall pay the estimated Regional Share amount of \$2,250,000 **but not-to-exceed \$3,000,000**, and Agencies shall pay their proportional Local Share of project costs, as well as one hundred percent (100%) of all costs not eligible for reimbursement by CVAG. The cost shares for the individual jurisdictions for each of the two phases will be established in a separate sub-agreement.

5. Agency agrees to seek reimbursement of seventy-five percent of only those costs which are eligible for reimbursement by CVAG, as outlined in the CVAG Policies and Procedures Manual for the Regional Arterial Program, as most recently amended.

6. Agency shall be responsible for initial payment of all covered costs as they are incurred. Following payment of such costs, Agency shall submit invoices to CVAG requesting reimbursement of one-hundred percent of those eligible costs associated with the Project. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to Agency, and documents evidencing Agency's payment of the invoices or demands for payment. Agency shall

also submit a Project Completion Report, in a form acceptable to CVAG, with each statement. Agency shall submit invoices not more often than monthly and not less often than quarterly. CVAG in turn will invoice the Agencies for their proportional shares of the 25% Local Share for each of the two phases, as well as for any unqualified project costs.

6.1 Agency shall, at the design stage of the Project, identify a project specific ratio, "Project Ratio", for the construction phase of the project that distinguishes between "Capacity Enhancement" items, "Rehabilitation" items or "Other" items.

Agency shall apply that "Project Ratio" to the project construction cost and provide CVAG with supporting documents that will clearly identify "Capacity Enhancement" costs, eligible for payment with TUMF revenues, "Rehabilitation" costs, eligible for payment with Measure "A" revenues, and Other costs that are not eligible for reimbursement by CVAG.

All invoices submitted to CVAG for reimbursement shall include a table identifying "Capacity Enhancement" costs eligible for payment with TUMF, "Rehabilitation" costs eligible for payment with Measure "A", and other costs that are not eligible for reimbursement by CVAG.

6.2 Upon receipt of an invoice from Agency, CVAG may request additional documentation or explanation of the Project costs. Undisputed reimbursement amounts shall be paid by CVAG to Agency within thirty (30) days.

6.3 If a post-payment audit or review indicates that CVAG has provided reimbursement to Agency in an amount in excess of Seventy-five Percent of eligible costs, or has provided reimbursement of ineligible Project costs, Agency shall reimburse CVAG for the excess or ineligible payments within thirty (30) days of notification by CVAG.

7. Prior to any final payment to Agency by CVAG, a final report shall be submitted to CVAG by Agency containing a record of all payments made for said Project and the source of funds of all such payments, together with a record of all change orders, cost over-runs, and other expenses incurred. Final payment will thereafter be paid by CVAG in accordance with its rules, regulations and policies concerning project cost determination and expense eligibility.

8. The format used for all bids solicited by Agency for the Project shall require itemization sufficient to allow quantities of each bid item to be easily discernible. It shall be the responsibility of Agency to determine what quantity is for Capacity Enhancement and/or Rehabilitation, and to provide CVAG staff with that information.

9. The parties agree that should unforeseen circumstances arise which result in new work not covered in Exhibit "A," an increase of any costs over those shown in Exhibit "B," or other changes in the Scope of Work are proposed, CVAG will in good faith consider an amendment to this Agreement to provide for further appropriate reimbursement if the proposed amendment is in accordance with the policies, procedures, and cost determination/expense eligibility criteria adopted by CVAG. Non-substantive changes may be made to this agreement subject to CVAG's General Counsel's approval.

10. Agency shall maintain an accounting of all funds received from CVAG pursuant to this Agreement in accordance with generally accepted accounting principles. Agency agrees to keep all Project contracts and records for a period of not less than three years from the date a notice of completion is filed by the Agency on such Project; or, if the Project is not one as to which a notice of completion would normally be recorded, for three years from the date of completion. Agency shall permit CVAG, at any reasonable time, upon reasonable notice, to inspect any records maintained in connection with the Project. CVAG shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection.

11. The occurrence of any one or more of the following events shall, at CVAG's option, constitute an event of default and Agency shall provide CVAG with immediate notice thereof.

11.1 Any warranty, representation, statement, report or certificate made or delivered to CVAG by Agency or any of Agency's officers, employees or agents now or hereafter which is incorrect, false, untrue or misleading in any material respect;

11.2 Agency shall fail to pay, perform or comply with, or otherwise shall breach, any obligation, warranty, term or condition in this Agreement or any amendment to this Agreement, or any agreement delivered in connection with the Project; or,

11.3 There shall occur any of the following: dissolution, termination of existence or insolvency of Agency; the commencement of any proceeding under any bankruptcy or insolvency law by or against Agency; entry of a court order which enjoins, restrains or in any way prevents Agency from paying sums owed to creditors.

12. No waiver of any Event of Default or breach by one party hereunder shall be implied from any omission by the other party to take action on account of such default, and no express waiver shall affect any default other than the default specified in the waiver and the waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by one party to or of any act by the other party shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act.

13. This Agreement is made and entered into for the sole protection and benefit of CVAG and Agency and no third person shall have any right of action under this Agreement.

14. It is the intent of the Agency and CVAG that the Project be represented as being funded by Measure "A"/TUMF funds. All public notices, news releases, and documents shall indicate that the Project is being cooperatively developed by the Agency, RCTC, and CVAG using Measure "A"/TUMF funds. Prior to initiation of on-site construction, Agency agrees to provide at least one "Project Sign" to be placed in a safe and visible location near the site of construction so that all travelers passing the location have the opportunity to observe who the agencies are that are providing funds for the construction of the Project. CVAG's Policy and Procedures Manual provides a guide for Project Sign format.

15. This Agreement is for funding purposes only and nothing herein shall be construed so as to constitute CVAG as a party to the construction or in ownership or a partner or joint venturer with Agency as to the Project. The Agency shall assume the defense of, indemnify and hold harmless CVAG, its member agencies, and their respective officers, directors, agents, employees, servants, attorneys, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions or inactions of the Agency related to the Project or taken in the performance of this Agreement or any agreement entered into by Agency with reference to the Project. CVAG shall assume the defense of, indemnify and hold harmless the Agency, its officers, directors, agents, employees, servants, attorneys, and volunteers, and each of them, from and against all actions, damages, claims, losses, and expenses of every type and description to which they may be subjected or put by reason of or resulting from the actions of CVAG taken in the performance of this Agreement.

16. Agency agrees to include in its contract specifications and bid documents a requirement that all prime contractors shall name CVAG and its member agencies as "also insured" on all liability insurance coverage required by Agency on each contract. Agency will provide a copy of the Insurance Certificate to CVAG, depicting CVAG and its member agencies as "also insureds," within 30 days of signing a contract with the prime contractor.

17. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by voluntary negotiations between the parties shall first be decided by the CVAG Executive Director or designee, who may consider any written or verbal evidence submitted by Agency. This decision shall be issued in writing. However, no action in accordance with this Section shall in any way limit either party's rights and remedies through actions in a court of law with appropriate jurisdiction. Neither the pendency of dispute nor its consideration by CVAG will excuse Agency from full and timely performance in accordance with the terms of this Agreement.

18. Any agency receiving federal funds must have an approved Disadvantaged Business Enterprise program. All recipients of Federal Highway Administration (FHWA) funds must carry out the provisions of Part 26, Title 49 of the Code of Federal Regulations (CFR) which established the Federal Department of Transportation's policy supporting the fullest possible participation of firms owned and controlled by minorities and women in the Department of Transportation programs. Except to the extent that such or other contrary federal regulations may apply, Agency covenants that, by and for itself and all persons claiming under or through it, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the performance of this Agreement.

19. Agency warrants that all aspects of the Project shall be undertaken in compliance with all applicable local, state and federal rules, regulations and laws. Agency will execute and deliver to CVAG such further documents and do other acts and things as CVAG may reasonably request in order to comply fully with all applicable requirements and to effect fully the purposes of this Agreement.

20. This Agreement may not be assigned without the express written consent of CVAG first being obtained.

21. Agency, its successors in interest and assigns shall be bound by all the provisions contained in this Agreement.

22. No officer or employee of CVAG shall be personally liable to Agency, or any successor in interest, in the event of any default or breach by CVAG or for any amount which may become due to Agency or to its successor, or for breach of any obligation of the terms of this Agreement.

23. Notwithstanding any other provision herein, CVAG shall not be liable for payment or reimbursement of any sums for which CVAG has not first obtained the necessary and appropriate funding from TUMF and/or Measure "A" monies.

24. No officer or employee of CVAG shall have any personal interest, direct or indirect, in this Agreement; nor shall any such officer or employee participate in any decision relating to this Agreement which effects his or her personal interest or the interest of any corporation, partnership or association in which she or he is, directly or indirectly, interested, in violation of any state, federal or local law.

25. Agency warrants that the funds received by CVAG pursuant to this Agreement shall only be used in a manner consistent with CVAG's reimbursement policy and all applicable regulations and laws. Any provision required to be included in this type of agreement by federal or state law shall be deemed to be incorporated into this Agreement.

26. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing, such as Federal Express or UPS); sent by telecopier or facsimile machine capable of confirming transmission and receipt; or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

if to County of Riverside: Patricia Romo
Transportation Director
County of Riverside
4080 Lemon St. 8th Floor
Riverside CA 92501
Telephone: (951) 955-6740

If to City of Palm Springs: David Ready
City Manager
City of Palm Springs
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92262
Telephone: (760) 322-8380

If to CVAG:

CVAG
73-710 Fred Waring Drive
Palm Desert, CA 92260
Telephone: (760) 346-1127

Notices sent in accordance with this paragraph shall be deemed delivered upon the next business day following the: (i) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (ii) the date of actual receipt (if personally delivered by other means); (iii) date of transmission (if sent by telecopier or facsimile machine); or (iv) the date of delivery as indicated on the return receipt if sent by certified or registered mail, return receipt requested. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

27. This Agreement and the exhibits herein contain the entire agreement between the parties, and is intended by the parties to completely state the agreement in full. Any agreement or representation respecting the matter dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.

28. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

29. In the event either party hereto brings an action or proceeding for a declaration of the rights of the parties, for injunctive relief, for an alleged breach or default, or any other action arising out of this Agreement, or the transactions contemplated hereby, the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

30. Time is of the essence in this Agreement, and each and every provision hereof in which time is an element.

31. This Agreement and all documents provided for herein shall be governed by and construed in accordance with the laws of the State of California. Any litigation arising from this Agreement shall be adjudicated in the courts of Riverside County, Desert Judicial District, State of California.

32. Agency warrants that the execution, delivery and performance of this Agreement and any and all related documents are duly authorized and do not require the further consent or approval of any body, board or commission or other authority.

33. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

EXHIBIT "A"

SCOPE OF SERVICES

**AGENCY REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE COUNTY OF RIVERSIDE AND THE CITY OF
PALM SPRINGS**

NORTH INDIAN CANYON DRIVE WIDENING PROJECT

The Project shall consist of two phases:

Phase I: Replace existing North Indian Canyon Drive pavement between 19th Avenue and 18th Avenue. Work to be directed by City of Palm Springs. No engineering, environmental clearance or right-of-way will be necessary as all work is to be completed within existing pavement limits.

Phase II: Widen North Indian Canyon Drive from 2 to 4 lanes from 19th Avenue to Dillon Road, and minor widening from 19th Avenue to the Indian Canyon freeway ramps north of I-10 necessary to provide a continuous 4-lane roadway between the freeway and Dillon Road. Work to be directed by County of Riverside. Includes all engineering, environmental clearance and right-of-way necessary to complete project.

EXHIBIT "B"

ESTIMATE OF COST

**AGENCY REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE COUNTY OF RIVERSIDE AND THE CITY OF
PALM SPRINGS**

NORTH INDIAN CANYON DRIVE WIDENING PROJECT

The total estimated cost of the project is \$3,000,000.

Phase I Estimated Cost: \$300,000

Phase II Estimated Cost: \$2,700,000

In accordance with CVAG policy, CVAG agrees to pay 75% of the qualified project costs, in this case estimated as \$2,250,000 but not-to-exceed \$3,000,000.

The City of Palm Springs as Lead Agency agrees to invoice CVAG for 100% of the project costs for Phase I of the Project. The County of Riverside as Lead Agency agrees to invoice CVAG for 100% of the project costs for Phase II of the Project.

CVAG in turn will invoice the City of Palm Springs and the County of Riverside for their proportional shares of the 25% Local Share for each of the two phases, as well as for any unqualified project costs.

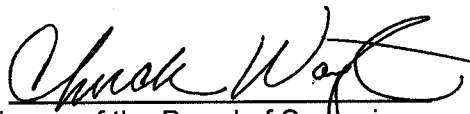
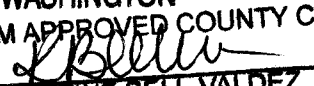
The proportional cost shares for the individual jurisdictions for each of the two phases will be established in a separate sub-agreement.

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

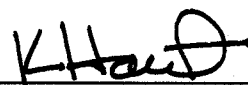
ATTEST:

By: 
Clerk of the Board of Supervisors

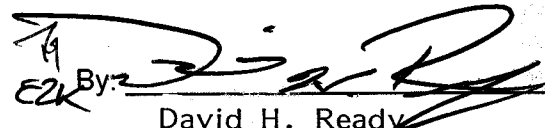
COUNTY OF RIVERSIDE

By: 
Chairman of the Board of Supervisors
CHUCK WASHINGTON
FORM APPROVED COUNTY COUNSEL
BY  9/11/16
KRISTINE BELL-VALDEZ DATE

ATTEST:


By: 
Kathleen D. Hart, MMC
Interim City Clerk


CITY OF PALM SPRINGS

By: 
David H. Reedy
City Manager

APPROVED AS TO FORM

ATTEST:

By: 
Tom Kirk
Executive Director


CITY ATTORNEY

CVAG
By: 
Dana Reed
Chair

APPROVED BY CITY COUNCIL

Item 1.H. 9/7/16 A7027

APPROVED AS TO FORM

CITY ATTORNEY

APPROVED BY CITY COUNCIL
FROM 3-11-1914