

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



**ITEM:** 3.29  
(ID # 26545)

**MEETING DATE:**  
Tuesday, January 28, 2025

**FROM :** TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of Federal and State Funding Cooperative Agreement between the Riverside County Transportation Commission (RCTC), the City of Indio, and the County of Riverside for the Interstate 10 / Monroe Street Interchange. 4th District. [\$0];

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

1. Approve the Federal and State Funding Cooperative Agreement between the Riverside County Transportation Commission (RCTC), the City of Indio, and the County of Riverside for the Interstate 10 / Monroe Street Interchange; and
2. Authorize the Chairman of the Board to execute the same.

**ACTION:Policy**

  
Dennis Acuna, Director of Transportation 12/6/2024

---

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: January 28, 2025  
xc: Transp.

Kimberly A. Rector  
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>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> RCTC (100%). There are no General Funds used in this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25 - 28/29	

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

**BACKGROUND:**

**Summary**

The Monroe Street Interchange is located on I-10 between Jefferson Street and Jackson Street in the City of Indio. The interchange is a major access point for existing residential and retail sites. Significant growth and development has taken place in the past 30 years and has resulted in traffic congestion at the interchange. The interchange was originally constructed in 1972. Current and long-term growth in the area will cause an increase in traffic volume throughout the City. Constructing improvements to the Monroe Street interchange and Whitewater River bridge will address existing deficiencies, remove the existing bottleneck, and accommodate future growth and development.

The City of Indio (City) in cooperation with the California Department of Transportation (Caltrans) and the Coachella Valley Association of Governments (CVAG) are proposing to construct a new interchange on Interstate 10 (I-10) at Monroe Street (Project) in replacement of the existing interchange. Interchange improvements will include the construction of new structures crossing I-10 and the Whitewater River and construction of associated on- and off-ramps. The project will also include pedestrian and golf cart facilities compatible with CV Link.

The interchange is located within the jurisdictional boundaries of the City. The County Transportation Department has extensive experience in the development and implementation of Interchange projects. The City, County and CVAG have designated the County as the lead agency in the development and implementation of the Project in part due to the experience and expertise of the County.

The Surface Transportation Block Grant (STBG) Program, initiated by Congress in 1991, was reauthorized in 2021 through the Infrastructure Investment and Jobs Act (IIJA). Under the IIJA, STBG funds are designated for projects aimed at enhancing Federal-aid highways, bridges, tunnels, and pedestrian, bicycle, and transit infrastructure, provided these projects align with State or Federal Transportation Improvement Plans. In Riverside County, the Riverside County Transportation Commission (RCTC) oversees the allocation of STBG funds for eligible projects. The City and County submitted a funding request to RCTC for the Interstate 10 / Monroe Street

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

Interchange a priority project, which was deemed eligible. On March 8, 2023, RCTC's Board approved up to \$26,232,000 in STBG funding.

Senate Bill 1 (SB 1), enacted in 2017, introduced new funding for California transportation, including the Local Partnership Program (LPP), which features both competitive and formula-based funding. The formulaic portion, LPP-F, is allocated to jurisdictions with voter-approved taxes dedicated to transportation. As Riverside County's administrator of Measure A, a transportation-dedicated sales tax, RCTC receives LPP-F funds. In the 2024 cycle, Coachella Valley's share of LPP-F funds reached approximately \$14.3 million, reflecting its accumulated allocation since the program's inception.

The terms and conditions of this funding cooperative agreement define the roles and responsibility of each party as well as how the state and federal funds are to be received and coordinated. The City is the implementing agency and is responsible for funding and seeking funds for the project. The County is the lead agency and will be receiving the state and federal funds. RCTC will be responsible for providing assistance in securing state and federal funds.

Interstate 10 / Monroe Street Interchange Project Number: C7-0048  
Caltrans Project Number: EA 0K730

**Impact on Citizens and Businesses**

The proposed improvements will improve safety and enhance operational efficiency for local, regional, and interregional traveling motorists. The project will also incorporate a pedestrian, bicycle, and Neighborhood Electric Vehicle (NEV) connection with the Coachella Valley (CV) Link project along the Whitewater River. The mixed-use path is designed to encourage alternative forms of transportation and recreation.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

County of Riverside, City of Indio, and CVAG

A funding agreement between the City and CVAG for the Monroe Street at I-10 Interchange Project was approved by the CVAG Executive Committee on October 17, 2007. The agreement provided funding for the preparation of a Project Study Report (PSR).

Amendment No. 1 to the Agreement provided additional funding for preparation of the Project Report and was approved by CVAG on March 12<sup>th</sup>, 2009.

Amendment No. 2 to the Agreement provided additional funding allocations for the preparation of the Project Approval and Environmental Document (PA&ED) and was approved by CVAG on September 26, 2016.



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

Amendment No. 3 to the Agreement assigned the County as the lead agency and was approved by CVAG on February 27<sup>th</sup>, 2017 and approved by the City on December 20<sup>th</sup>, 2017. Amendment No. 3 to the Agreement can be retitled as "Amended and Restated Reimbursement Agreement". The Amended and Restated Reimbursement Agreement to an Inter-Agency Cooperative Agreement between CVAG, the City, and County was approved by the County Board of Supervisors on January 9<sup>th</sup>, 2018 (Agenda Item No. 3.28).

On November 23, 2020, CVAG approved Amendment No. 4 to the Agreement indicating that CVAG and the City would provide the necessary funding and assigned responsibility to the County to deliver Phase II of the Project - Plans, Specifications, and Estimates (PS&E). Amendment No. 4 was approved by the Board of Supervisors on March 23, 2021 (Agenda Item No. 3.34).

Amendment No. 5 assigned responsibility to the County to provide Right-of-Way (ROW) support and acquisition services and obligated CVAG and the City to provide the necessary funding in the amount of \$6,572,000. Amendment No. 5 also fulfilled a time trigger established by Amendment No. 4 to advance ROW activities to February 27, 2024. Amendment No. 5 was approved by the Board of Supervisors on May 17, 2022 (Agenda Item No. 3.26).

Amendment No. 6 extended the time trigger to commence construction to December 31, 2025. Amendment No. 6 was approved by the Board of Supervisors on May 7, 2024 (Agenda Item No. 3.25).

County of Riverside and Caltrans

A cooperative agreement between Caltrans and County was executed on January 25, 2018 assigning responsibilities and authorizing work to complete the PA&ED, PS&E, and Right-of-Way project components. The cooperative agreement was approved by the County Board of Supervisors on January 9<sup>th</sup>, 2018 (Agenda Item No. 3.28). A future amendment will provide the terms and responsibilities of each agency for the construction phase of the Project.

The County is not responsible for funding any portion of this project.

**ATTACHMENTS:**

Vicinity Map

Funding Cooperative Agreement between RCTC, City of Indio, and County of Riverside

  
Douglas Cordonez Jr.

  
1/21/2025

  
Aaron Gettis, Chief of Deputy County Counsel 1/13/2025

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

Agreement No. 23-72-051-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
FEDERAL AND STATE FUNDING COOPERATIVE AGREEMENT  
WITH THE CITY OF INDIO AND THE COUNTY OF RIVERSIDE  
FOR THE INTERSTATE 10/MONROE STREET INTERCHANGE PROJECT**

1. Parties and Date. This Agreement is made and entered into this 28 day of January, 2025, by and amongst the Riverside County Transportation Commission, hereinafter referred to as "RCTC," the City of Indio, hereinafter referred to as "City," and the County of Riverside, hereinafter referred to as "Agency".

2. Recitals.

2.1 In 1991, the United States Congress authorized the Surface Transportation Block Grant (STBG) Program. STBG was most recently reauthorized on November 15, 2021, when the President of the United States signed into law P.L. 117-58, the Infrastructure Investment and Jobs Act (IIJA). Under the IIJA, STBG provides funding for projects to preserve and improve the conditions and performance on any Federal-aid highway, bridge and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital projects provided that the projects are identified in the State Transportation Improvement Plan (STIP)/Federal Transportation Improvement Program (FTIP), and meet other funding requirements identified in the IIJA; and

2.2 The California Department of Transportation (hereinafter referred to as "Caltrans") administers the STBG Program on behalf of the Federal Highway Administration (hereinafter referred to as "FHWA"); and

2.3 Within Riverside County, RCTC was, at the time this Agreement was authorized by the RCTC Board of Directors, responsible for directing the programming and allocation of STBG funding to projects within Riverside County; and

2.4 City and Agency submitted a request to RCTC to utilize STBG funds for the Scope of Work described in Exhibit "A" attached hereto and incorporated herein by this reference; and

2.5 The request submitted by City and Agency describes a priority project which RCTC has determined merits funding and Agency is eligible to receive STBG funds. City's and Agency's proposed Scope of Work is referred to herein as the "Project"; and

2.6 The City is the Project sponsor, and is responsible for any match funding required for the Project under this Agreement; and

2.7 Contingent on Caltrans and/or FHWA approval of the Project, funding shall be programmed by RCTC in the form of STBG, as further specified herein; and

2.8 On March 8, 2023, RCTC's Board of Directors approved the programming by RCTC of up to Twenty-Six Million Two Hundred Thirty-Two Thousand Dollars (\$26,232,000) in STBG funds to be matched with Sixty-Two Million Seven Hundred Sixty-Eight Thousand Dollars (\$62,768,000) in other funding sources secured by the City for the Project; and

2.9 The City has secured additional funding for the Project, in excess of the match funding amount specified above, as further detailed in Exhibit "A"; and

2.10 Agency shall be the direct recipient of any federal funds provided for the Project and shall utilize the funding disbursed by Caltrans solely for the Project.

2.11 On April 28, 2017, the Governor of California signed into law Senate Bill 1 (SB 1), a bill to provide new funding for transportation in the state; and

2.12 SB 1 created a new program, the Local Partnership Program (LPP), which is comprised of a competitive program and a formulaic program. The formulaic program, LPP-F, is available to jurisdictions with voter approved taxes, tolls, or fees, which are dedicated solely to transportation improvements; and

2.13 As the administrator of Measure A, the half-cent sales tax measure dedicated to transportation improvements in Riverside County, RCTC is a recipient of LPP-F funds; and

2.14 On April 6, 2023, RCTC and the Coachella Valley Association of Governments (CVAG) entered into a Memorandum of Understanding to consolidate previously made agreements into a single document to reflect how various fund types received in Riverside County would be distributed; and

2.15 In the first four LPP-F cycles, 2017 - 2022, RCTC programmed all funds onto Western Riverside County projects; and

2.16 RCTC has kept track of the intercounty formula distribution owed to Western Riverside County, Coachella Valley, and Palo Verde Valley on an annual taxable sales basis; and

2.17 In the 2024 LPP-F cycle, it has been determined that the Coachella Valley's share of LPP-F since inception has reached approximately \$14 million and the amount available in the 2024 LPP-F cycle is currently \$14,263,000; and

2.18 On December 5, 2022, the CVAG Executive Committee directed the CVAG Executive Director to work with RCTC to allocate LPP-F to the Project.

3. Terms.

3.1 Definition; Term of Agreement.

A. Definitions.

1. Days - As used in this Agreement, "days" shall be calendar days.

2. Effective Date – Refers to the date first specified above.

3. Funding Plan – The plan included as part of the attached Exhibit "A" specifying the funding amounts and funding sources for the Project.

4. Project – The project proposed by City and Agency, as described in the Scope of Work, attached hereto as Exhibit "A", which has been reviewed and approved by RCTC.

B. Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect through December 31, 2029, or until written agreement by the Parties that the Project has been completed, unless earlier terminated as provided herein.

C. Term Contingent on Funding. Notwithstanding the term as defined in subsection B above, the continuation of this Agreement and the programming of the federal and state funds specified hereunder is contingent on funding availability under the IIJA, on the Project maintaining funding eligibility, and on FHWA, Caltrans, and California Transportation Commission (CTC) approval of the Project, and each Project phase. The parties acknowledge that RCTC is not the funding entity hereunder, and shall have no responsibility or liability to City or Agency for failure of FHWA, Caltrans, or CTC to fund the Project, or for any delay, cancellation, or reduction of federal funds.

3.2 Use of Funds.

A. City and Agency Responsibilities. Contingent on Southern California Association of Governments (hereinafter referred to as "SCAG"), Caltrans, FHWA, and CTC approval of the Project and the funding to be programmed hereunder, City and Agency shall have the responsibilities set forth in this Agreement, including the following.

1. Agency shall act as the lead agency for the engineering, right-of-way, construction, and construction management for the Project.

2. Agency shall submit National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) environmental documentation to Caltrans for approval.



3. City shall prepare a conforming LPP-F nomination package for submittal to CTC by RCTC.

4. Agency shall prepare and submit all necessary Caltrans-required documentation to Caltrans District 8 including the request for authorization to proceed (hereinafter referred to as "E-76 Request") as indicated on the Project schedule and Funding Plan.

5. City and Agency shall enter into any agreement(s) with Caltrans as required for receipt of STBG and LPP-F funds through Caltrans and CTC, and shall comply with all requirements of such agreement(s).

6. Agency shall be the direct recipient of all state and federal funds to be provided for the Project, and shall invoice Caltrans for Project costs at minimum once every six months, or as otherwise required by Caltrans.

7. Agency shall create any necessary Project records, reports, and financial accounts to permit disbursement of allocated funds to Agency, and shall ensure that federal and state reporting requirements are met.

B. Project Changes; Cost Overruns. The STBG funds described in Recital 2.8 and the LPP-F funds described in Recital 2.18, and as also set forth in Exhibit "A" of this Agreement, are specifically for the Project and make up the entire amount which RCTC has authorized for the Project. Any subsequent amendments to the Project scope or description are not covered by this Agreement, and the funding for any such amendments or for any Project cost overruns shall be the sole responsibility of City, unless otherwise approved in writing by RCTC. RCTC and City agree that Agency shall have no financial responsibility for Project.

D. Responsibility of City and Agency for Project Compliance with Federal and State Rules and Regulations. Agency and City shall be responsible for compliance with all federal and state rules and regulations applicable to the STBG funds and LPP-F funds, as applicable. Approval by RCTC of the Project does not evidence any opinion of or representation by RCTC of the Project's compliance with applicable federal or state rules and regulations regarding use of the STBG and LPP-F funds. If Caltrans or FHWA determine that any STBG or LPP-F funds were not spent in accordance with applicable federal or state rules and regulations, City shall be solely responsible for reimbursement of all such improperly expended funds and shall make such reimbursement in the manner specified in this Agreement.

E. Funding Reimbursement by City. If it is determined pursuant to a Project audit that any STBG or LPP-F funds provided for the Project have been improperly expended, City shall, at the direction of the agency performing the audit (e.g. RCTC, Caltrans, FHWA, or FTA) reimburse within thirty (30) days the full amount of such improperly expended funds. The funds shall be reimbursed in accordance with the



recommendations in the audit, with a notice to RCTC that the reimbursement was accomplished.

### 3.3 Additional Responsibilities of City and Agency

A. Indemnification. To the fullest extent permitted by law, City and Agency, respectively ("Indemnifying Party") shall defend, indemnify and hold RCTC, its directors, officials, officers, employees, agents, and/or volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions, or willful misconduct of the Indemnifying Party or any of its directors, officials, officers, employees, agents, volunteers, or service providers arising out of or in connection with the Indemnifying Party's performance of this Agreement, or the Project, including, without limitation, the payment of consequential damages and attorneys' fees. Further, the Indemnifying Party shall defend, at its own expense, including the payment of attorneys' fees, RCTC, its officials, officers, employees, agents, and/or volunteers in any legal action based upon such acts, omissions, or willful misconduct. The Indemnifying Party shall reimburse RCTC, its directors, officials, officers, employees, agents, and/or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

#### B. Standard of Care; Performance Standards.

1. City and Agency shall implement the Project in a skillful and competent manner and in accordance with all applicable local, state, and federal laws, rules, and regulations.

2. City and Agency shall meet or exceed the following performance standards for the Project:

a. Adhere to the timeline set forth in this Agreement or as subsequently approved by RCTC.

b. Expend the funding specified herein entirely on the Project.

c. Implement the Project in a manner consistent with Exhibit "A" and all provisions of this Agreement.

d. Provide Project reporting to RCTC in a manner consistent with this Agreement.

e. Comply with any requirements and restrictions imposed by the authorizing language in the IJJA, and with all requirements and restrictions imposed by FHWA or Caltrans applicable to the STBG and the LPP-F funding including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit

Requirements for Federal Award, 2 CFR Part 200, et. seq. and Caltrans Master Agreement applicable to State funding

C. Insurance. City and Agency shall obtain and require its subcontractors or sub-consultants to obtain insurance of the types and in the amounts described below for the entire term of this Agreement.

1. Commercial General Liability Insurance. City and Agency shall maintain and require its consultants and contractors to maintain sufficient insurance to cover the risks associated with the Project.

a. Name RCTC and its officials, officers, employees, agents, and consultants, as insureds with respect to performance of this Agreement. Such insured status shall contain no special limitations on the scope of its protection to the above-listed insureds.

b. Be primary and noncontributory with respect to any insurance or self insurance programs covering RCTC and its directors, officials, officers, employees, agents, and consultants.

c. Contain standard separation of insureds provisions.

2. Business Automobile Liability Insurance. If City or Agency hires or owns any vehicle during the term of this Agreement, City and Agency shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3. Workers' Compensation Insurance. City and Agency shall maintain workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000 per accident.

4. Certificates/Insurer Rating/Cancellation Notice. City and Agency shall, prior to receiving any funding under this Agreement, furnish to RCTC properly executed certificates of insurance, certified copies of endorsements, and policies, if requested by RCTC which shall clearly evidence all insurance required in this Section. City and Agency shall not allow such insurance to be canceled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to RCTC.

D. Match Funding. Funding in the amounts shown in Exhibit "A", attached hereto and incorporated by reference, has been secured by the City as a match to the funds provided for the Project.

### 3.4 RCTC's Rights and Responsibilities.

A. RCTC shall formally request on behalf of Agency that SCAG amend the FTIP to program up to the amount in accordance with the Funding Plan.

B. RCTC shall provide assistance to Agency, as described in this Agreement, in securing the STBG funds in an amount not to exceed \$26,232,000, as further detailed in the Funding Plan.

C. RCTC shall not be obligated to program any amount in excess of the amount identified in subsection B above, or the amount ultimately approved for the Project by Caltrans and FHWA, if less than the amount set forth in subsection B above.

D. RCTC shall process any required FTIP amendments.

E. RCTC may cancel funding for the Project under this Agreement if Agency has not submitted an E-76 Request to Caltrans or has not advanced the Project to the "ready-to-list stage" as required by the Project schedule included in the attached Exhibit "A".

F. RCTC will consider requests for extensions of time if the reason for delay is above and beyond the City's or Agency's control.

G. RCTC shall submit to the CTC the LPP-F nomination package prepared by City and/or Agency upon review and concurrence that the nomination package has been adequately prepared following the CTC LPP-F guidelines.

### 4. Accounting Records.

4.1 Retention of Records. Agency shall maintain complete and accurate records with respect to costs incurred and other records generated in relation to the Project, the STBG funds, or this Agreement. All such records shall be clearly identifiable. Agency shall allow representatives of RCTC, Caltrans, FHWA, and other designated agencies during normal business hours to examine, audit, and make transcripts or copies of such records. Agency shall maintain all work, data, documents, proceedings, and activities related to the foregoing for a period of three (3) years from the expiration of this Agreement, or such longer period as required by Caltrans, and shall allow inspection hereunder during such time.

4.2 Accounting of Funds. When requested by RCTC, Agency shall within thirty (30) days provide RCTC with a full reporting and accounting of all STBG funds received by Agency.

5. Project Reports.

5.1 Reporting. Agency shall, in a timely manner, provide milestone reports detailing the Project's progress including a financial status report and milestone progress report in a form approved by RCTC, upon RCTC written request.

5.2 Responsibility for Federal and State Reporting. The responsibility for reporting associated with the STBG and LPP-F funds shall be exclusively that of the Agency and in no manner the responsibility of RCTC.

6. Annual Audit.

6.1 RCTC shall notify Agency in writing, by the end of the fiscal year, if Agency is required to conduct an annual financial audit of records pertaining to the Project. If an audit is required, it shall be completed and submitted to RCTC by December 31<sup>st</sup> of the following fiscal year ("Audit Deadline"). In order to ensure compliance with the Audit Deadline, Agency shall respond promptly to the auditor's requests for documentation and records.

6.2 RCTC may, in its sole and absolute discretion, grant an extension of the Audit Deadline upon written request of the Agency, which request shall include an explanation for the delay. No extension of the Audit Deadline shall exceed ninety (90) days.

6.3 Agency shall promptly resolve all audit matters to the satisfaction of RCTC, Caltrans, or FHWA, as applicable.

6.4 If Agency fails to complete the audit by the Audit Deadline or by the date of any authorized extension, or if Agency fails to promptly resolve all audit matters to the satisfaction of RCTC, RCTC shall have the right to request suspension of Agency's funding by Caltrans.

7. General Provisions.

7.1 Compliance with Federal Procurement and Real Property Acquisition Requirements.

A. In addition to the terms specified herein, City and Agency shall also achieve and maintain full compliance with all federal contracting and procurement requirements and real property acquisition requirements applicable to the Project and City's and Agency's organization. It is the responsibility of the Agency to be familiar with and to be in full compliance with all applicable Caltrans and federal requirements.

B. In the event of any failure or alleged failure to comply with federal or Caltrans contracting and procurement and real property acquisition requirements on the



part of the City or Agency, City shall be solely responsible for any penalties, reimbursement of funds, costs of investigation, and remedy of such failures.

## 7.2 Termination of Agreement.

A. A party may, by written notice to the other parties, terminate the whole or any part of this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination, and specifying the effective date thereof. Notwithstanding the foregoing, Agency and City may not terminate this Agreement except for cause during such period as Agency is drawing down funding allocated under this Agreement.

B. In the event this Agreement is terminated in whole or in part as provided in subsection A of this Section, RCTC may reprogram STBG and/or LPP-F funding in its sole discretion.

C. If this Agreement is terminated as provided in subsection A of this Section, RCTC may require City or Agency, when implementing a Project, to provide to RCTC all finished or unfinished documents, including but not exclusive to, data, studies, drawings, and reports, owned by City or Agency in connection with the performance of this Agreement. The foregoing shall be provided by City and Agency "as is" and City and Agency shall not be responsible or liable for the quality, suitability, operability or condition of any design or construction, and City and Agency expressly disclaim any and all express or implied representations or warranties with respect thereto, including any warranties of suitability or fitness for use.

7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**To RCTC:** Riverside County Transportation Commission  
4080 Lemon Street, Third Floor  
P. O. Box 12008  
Riverside, California 92502-2208  
Attn: Aaron Hake, Executive Director  
AHake@rctc.org

**To City:** City of Indio  
100 Civic Center  
Indio, CA 92201  
Attn: Timothy Wassil, Director of Public Works  
twassil@indio.org  
(760) 391-4000

**To Agency:** County of Riverside  
Transportation Land Management Agency  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501  
Attn: Azan Junaid  
ajunaid@rivco.org  
(951) 955-6781

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid and addressed to the party at its applicable address. Notice may also be provided via electronic mail and shall be deemed made the date sent, provided that any notice sent via electronic mail shall also be sent by U.S. mail, per the requirements set forth in the foregoing sentence, within twenty-four (24) hours of the notice via electronic mail. Notice sent via electronic mail that is not followed by notice sent via U.S. mail, as required in this paragraph, shall not be considered notice for purposes of this Agreement.

7.4 Attorneys' Fees. If any party commences an action against the other arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party's reasonable attorneys' fees and costs of suits.

7.5 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified in writing, signed by both parties.

7.6 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

7.7 Time of Essence. Time is of the essence for each and every provision of this Agreement.

7.8 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties and shall not be assigned by any party without the prior written consent of the other parties.

7.9 Administration.

A. RCTC's Executive Director, or his or her designee, shall administer this Agreement on behalf of RCTC.

B. City hereby designates the City Manager, or his or her designee, to act as its representative to administer this Agreement on behalf of City ("City's Representative"). City's Representative shall have full authority to represent and act on behalf of City for all purposes under this Agreement.

C. Agency hereby designates the Director of Transportation, or his or her designee, to act as its representative to administer this Agreement on behalf of Agency ("Agency's Representative"). Agency's Representative shall have full authority to represent and act on behalf of Agency for all purposes under this Agreement.

7.10 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.11 Counterparts; Electronically Transmitted Signatures; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

7.12 Incorporation of Recitals. The Recitals set forth above are true and correct and are incorporated into this Agreement by reference as though fully set forth herein.

7.13 Incorporation of Exhibit. This Agreement contains one (1) exhibit (Exhibit "A") which is attached hereto and incorporated into this Agreement by reference.

7.14 Legal Authority. RCTC, City, and Agency represent and warrant that the persons signing below on behalf of each party is duly authorized to execute this Agreement on behalf of its respective party and that, by so executing, the parties hereto are formally bound to the provisions of this Agreement.

7.15 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[Signatures on following page]



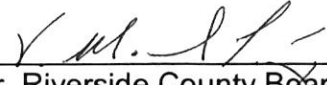
**SIGNATURE PAGE  
TO  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
FEDERAL AND STATE FUNDING COOPERATIVE AGREEMENT  
WITH THE CITY OF INDIO AND THE COUNTY OF RIVERSIDE  
FOR THE INTERSTATE 10/MONROE STREET INTERCHANGE PROJECT**

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement on the Effective Date.

**RCTC:  
RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

By: \_\_\_\_\_  
Aaron Hake, Executive Director


**AGENCY:  
COUNTY OF RIVERSIDE**

By: \_\_\_\_\_  
Chair, Riverside County Board of  
Supervisors **V. MANUEL PEREZ**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
Counsel to the Riverside  
County Transportation Commission

**ATTEST:  
Kimberly Rector  
Clerk of the Board of Supervisors**

\_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:  
COUNTY COUNSEL**

By: \_\_\_\_\_  
**DANIELLE MALAND**  
Deputy County Counsel

[Signatures continued on following page]

**SIGNATURE PAGE  
TO  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
FEDERAL AND STATE FUNDING COOPERATIVE AGREEMENT  
WITH THE CITY OF INDIO AND THE COUNTY OF RIVERSIDE  
FOR THE INTERSTATE 10/MONROE STREET INTERCHANGE PROJECT**

[continued]

**CITY:  
CITY OF INDIO**

**ATTEST:  
City Clerk**

By: \_\_\_\_\_  
Bryan H. Montgomery, City Manager  
City of Indio

By: \_\_\_\_\_  
Sabdi Sanchez, CMC  
City Clerk Administrator

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Steven P. Graham, City Attorney

## **EXHIBIT "A"**

**SCOPE OF WORK:** Replace and widen the existing Interstate 10/Monroe Street Interchange and bridge over the Coachella Valley Storm Channel, including adding dedicated pedestrian facilities and Low Speed Electric Vehicle/bike lanes within the City of Indio.

### **FUNDING:**

<b>FUNDING SOURCE</b>	<b>AMOUNT</b>
STIP	\$14,329,000
STBG	\$26,232,000
LPP Formula	\$14,263,000
CVAG Regional	\$55,944,000
Local (City)	\$16,538,000
CPFCDS	\$2,350,000
ATP	\$1,899,000
<b>TOTAL</b>	<b>\$131,555,000</b>

### **TIMETABLE:**

<b>PHASE</b>	<b>START DATE</b>	<b>END DATE</b>
Environmental	1/31/2018	12/22/2020
Design	4/14/2021	1/31/2025
Right of Way	6/29/2023	8/15/2025
Construction	5/31/2026	11/30/2028



# Vicinity Map Monroe Street Interchange Project

