City Council Staff Report

Date: April 02, 2014 CONSENT CALENDAR

Subject: CVAG REIMBURSEMENT AGREEMENT FOR THE SOUTH PALM CANYON BRIDGE REPLACEMENT AT TAHQUITZ CREEK CHANNEL, CITY PROJECT NO. 12-02

From: David H. Ready, City Manager

Initiated by: Public Works and Engineering Department

SUMMARY

Approval of a reimbursement agreement between the City of Palm Springs and the Coachella Valley Association of Governments (CVAG) authorizes Measure A funding for the South Palm Canyon Bridge Replacement at Tahquitz Creek Channel, City Project No. 12-02.

RECOMMENDATION:

1) Approve Agreement No. _____, a Reimbursement Agreement with the Coachella Valley Association of Governments for the South Palm Canyon Bridge Replacement at Tahquitz Creek Channel, City Project No. 12-02; and

2) Authorize the City Manager to execute all necessary documents.

STAFF ANALYSIS:

South Palm Canyon Drive Bridge at the Tahquitz Creek Channel is on the federal Eligible Bridge List (EBL) with a low Sufficiency Rating (SR) of 37.1 and is flagged "Structurally Deficient (SD)". Given that the aged bridge was built in 1930 and its SR is well below 50.0, a complete bridge replacement is considered. In addition, it is expected that the new replacement bridge will be slightly elevated and the existing arch shape soffit will be redesigned and straightened to enhance the channel flow capacity. The proposed structural improvements will bring the bridge width in compliance with standard lane/shoulder/sidewalk width to match roadway approaches.

On February 22, 2012, the City approved a professional services agreement with CNS Engineers, Inc., to develop a bridge advance planning study, and Highway Bridge Program (HBP) funding application for rehabilitation/widening or replacement of the

existing South Palm Canyon Drive Bridge (Bridge 56C0408) at Tahquitz Creek Channel. CNS subsequently completed the study and the funding application, requesting over $6 Million in federal HBP funds for the project. The existing South Palm Canyon Drive Bridge (Bridge No. 56C0408) is eligible for funding under the HBP, which is administered by the State of California Department of Transportation ("Caltrans"). The HBP funds cover 88.53% of eligible project costs, requiring an 11.47% local match.

On August 30, 2013, Caltrans funded $889,000 for the Environmental and Design phase of the project. The Coachella Valley Association of Governments adopted the 2010 Update to the Transportation Project Prioritization Study ("TPPS") identifying this project in their report. Therefore, staff requested CVAG to approve a reimbursement agreement with the City to fund a share of the local match required. On January 27, 2014, the CVAG Executive Committee approved the CVAG Reimbursement Agreement for this project.

FISCAL IMPACT:

The federal grant pays 88.53% of all costs, leaving $11.47% to be funded locally. For the $889,000 awarded for the Environmental and Final Design phase of this project, $101,968 is to be locally funded. In accordance with CVAG policy, 75% (or $76,476) of this cost is to be funded with Regional Measure A funds leaving $25,492 to be funded with the City's local Measure A funds.

Phase	Programmed Amount	Federal HBP Grant (88.53%)	Local Match (11.47%)	
			CVAG Regional Measure A (75%)	City Local Measure A (25%)
Environ. & Design	$889,000	$787,032	$101,968	
			$76,476	$25,492
TOTAL	**$889,000**	**$787,032**	**$76,476**	**$25,492**

SUBMITTED:

Prepared by:

Savat Khamphou
Assistant Director of Public Works

Recommended by:

David J. Barakian
Director of Public Works/City Engineer

Approved by:

David H. Ready, City Manager

ATTACHMENT:

1. Agreement

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

AGREEMENT WITH THE CITY OF PALM SPRINGS TO PROVIDE 75% OF THE LOCAL SHARE OF COSTS FOR A HIGHWAY BRIDGE PROGRAM GRANT FOR THE ENVIRONMENTAL APPROVAL AND FINAL DESIGN FOR THE SOUTH PALM CANYON DRIVE BRIDGE OVER TAHQUITZ CREEK CHANNEL, BRIDGE REPLACEMENT PROJECT IN THE AMOUNT NOT TO EXCEED $76,476 AS THE CVAG REGIONAL SHARE OF THE PROJECT COSTS

THIS AGREEMENT, effective this 27th day of January, 2014, by and between the **City of Palm Springs** (Agency), and the **Coachella Valley Association of Governments** (CVAG), a California joint powers agency, and is made with reference to the following background facts and circumstances:

The Transportation Project Prioritization Study, a valley-wide study prepared and regularly updated under the auspices of CVAG, has identified various transportation and highway projects throughout the Coachella Valley as projects of regional importance; 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 of Measure A by the voters in November, 2002, 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, 2007; 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; 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,

Agency desires to enter an agreement for the project known as the **Environmental Approval and Final Design for the South Palm Canyon Drive Bridge over Tahquitz Creek Channel, Bridge Replacement Project**, (hereinafter, the "Project"), **in the amount not to exceed $76,476**. The total estimated cost of the

Environmental Approval and Final Design for the South Palm Canyon Drive Bridge over Tahquitz Creek Channel, Bridge Replacement Project is $889,000. The Highway Bridge Program grant provides $787,032, leaving the remaining costs as the Local Share, being $101,968. The City of Palm Springs is requesting that CVAG pay 75% of the Local Share of the South Palm Canyon Drive Bridge over Tahquitz Creek Channel, Bridge Replacement Project. **CVAG's Regional Share of Project costs is not-to-exceed $76,476**, being 75% of the anticipated Local Share of Project costs.

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 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 **Environmental Approval and Final Design for the South Palm Canyon Drive Bridge over Tahquitz Creek Channel, Bridge Replacement Project.** The Project will intersect the Coachella Valley-wide project known as the **CV Link**. As such, the design details for the new bridge on Dune Palms Road will provide the appropriate vehicle/ pedestrian undercrossing or overcrossing design elements as part of the Project. CVAG staff will coordinate with Agency on any design element requirements.

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 Agency to recover an amount representing the time of its employed staff in working on the Project, as well as the amount Agency 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 and the CVAG Three-Quarters shall be calculated by reference to the cost estimates as shown on Exhibit "B." Exhibit "C," attached hereto and made a part hereof, is the "Project Schedule."

This Agreement shall establish a "Time Trigger" which will require that start of the Environmental Approval and Final Design for the South Palm Canyon Drive Bridge over Tahquitz Creek Channel, Bridge Replacement Project, must begin within Five Years of the date of execution of the Reimbursement Agreement with the City of Palm Springs.

4. The City of Palm Springs estimates the total cost of the **Environmental Approval and Final Design for the South Palm Canyon Drive Bridge over Tahquitz**

Creek Channel, Bridge Replacement Project will be approximately **$889,000**. The City intends that the Highway Bridge Program grant provides $787,032, leaving the remaining costs as the Local Share, being $101,968. CVAG's 75% Regional Share will equal $76,476 and the City of Coachella's Local Share will equal $25,492, as well as One Hundred percent (100%) of all costs not eligible for reimbursement by CVAG. **This Agreement shall establish that CVAG may decline, or delay, to provide regional funds for the Environmental Approval and Final Design for the South Palm Canyon Drive Bridge over Tahquitz Creek Channel, Bridge Replacement Project, should it be determined that such action is necessary to maintain a minimum balance of regional funds.**

5. Agency agrees to seek reimbursement of Seventy-five Percent of only those costs, up to the not-to-exceed limit, which are eligible for reimbursement by CVAG, as outlined in the most recent update of the CVAG Policies and Procedures Manual.

5.1 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 seventy-five 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.

5.2 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.

5.3 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. In the event that the Agency is delinquent in payment of any past due invoices related to any regional transportation project, CVAG may deduct the amount owed from the reimbursement amount requested by the Agency on this project.

5.4 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

10.1 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;

10.2 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,

10.3 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.

11. 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.

12. 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.

13. 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 shall provide a guide for the Project Sign format.

14. 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.

15. 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 insured," within 30 days of signing a contract with the prime contractor.

16. 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.

17. 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.

18. 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.

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

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

21. 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 with may become due to Agency or to its successor, or for breach of any obligation of the terms of this Agreement.

22. 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.

23. 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.

24. 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.

25. 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 **Agency**: David Ready, City Manager
City of Palm Springs
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262
Telephone: 760-322-8350
FAX No.: 760-323-8207

If to **CVAG:** CVAG
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260
Telephone: (760) 346-1127
FAX No.: (760) 340-5949

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.

26. 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.

27. 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.

28. 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.

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

30. 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.

31. 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.

32. 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.

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

ATTEST:

By: _____

City Manager

CITY OF PALM SPRINGS

By: _____

Mayor

ATTEST:

By: _____

Tom Kirk
Executive Director

CVAG

By: _____

Don Adolph
Chair

EXHIBIT "A"

SCOPE OF SERVICES

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

AGREEMENT WITH THE CITY OF PALM SPRINGS TO PROVIDE 75% OF THE LOCAL SHARE OF COSTS FOR A HIGHWAY BRIDGE PROGRAM GRANT FOR THE ENVIRONMENTAL APPROVAL AND FINAL DESIGN FOR THE SOUTH PALM CANYON DRIVE BRIDGE OVER TAHQUITZ CREEK CHANNEL, BRIDGE REPLACEMENT PROJECT IN THE AMOUNT NOT TO EXCEED $76,476 AS THE CVAG REGIONAL SHARE OF THE PROJECT COSTS

The City of Palm Springs is requesting regional funding support for the Environmental Approval and Final Design to construct the South Palm Canyon Drive Bridge over Tahquitz Creek Channel, Bridge Replacement Project. The South Palm Canyon Drive Bridge over Tahquitz Creek Channel is an approved project in CVAG's Transportation Project Prioritization Study (TPPS) and is ranked at 10.0 Priority Points, with the highest ranked projects earning 16.0 Priority Points.

Receipt of the HBP funds provides a substantial incentive to include CVAG Regional Funds in order to proceed with the project at this time.

EXHIBIT "B"

ESTIMATE OF COST

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

AGREEMENT WITH THE CITY OF PALM SPRINGS TO PROVIDE 75% OF THE LOCAL SHARE OF COSTS FOR A HIGHWAY BRIDGE PROGRAM GRANT FOR THE ENVIRONMENTAL APPROVAL AND FINAL DESIGN FOR THE SOUTH PALM CANYON DRIVE BRIDGE OVER TAHQUITZ CREEK CHANNEL, BRIDGE REPLACEMENT PROJECT IN THE AMOUNT NOT TO EXCEED $76,476 AS THE CVAG REGIONAL SHARE OF THE PROJECT COSTS

The City of Palm Springs estimates the total cost of the Environmental Approval and Final Design to construct the South Palm Canyon Drive Bridge over Tahquitz Creek Channel, Bridge Replacement Project will be approximately $889,000. The City intends that the Highway Bridge Program grant provides $787,032, leaving the remaining costs as the Local Share, being $101,968. CVAG's 75% Regional Share will equal $76,476 and the City of Palm Springs Local Share will equal $25,492, as well as one hundred percent (100%) of all costs not eligible for reimbursement by CVAG. **This Agreement shall establish that CVAG may decline, or delay, to provide regional funds for the Environmental Approval and Final Design to construct the South Palm Canyon Drive Bridge over Tahquitz Creek Channel, Bridge Replacement Project, should it be determined that such action is necessary to maintain a minimum balance of regional funds.**

In the event that the Agency is delinquent in payment of any past due invoices related to any regional transportation project, CVAG may deduct the amount owed from the reimbursement amount requested by the Agency on this project.

In addition, and as the concept has been approved through CVAG Policy 10-04, a "Time Trigger" shall be established as to when CVAG funds support may be withdrawn from this project. The Time Trigger will provide that start of work on the Project must begin within Five Years of the date of execution of the Reimbursement Agreement with the City of Palm Springs for the Environmental Approval and Final Design to construct the South Palm Canyon Drive Bridge over Tahquitz Creek Channel, Bridge Replacement Project. If work on the Project has not started after five years, the City of Palm Springs will be required to again submit the project for consideration to receive CVAG regional fund support.

Failure by the City of Palm Springs to comply with the conditions of the Time Trigger will require the City to repay any regional funds advanced for the initial phases of the project which do not meet the deadlines established by the Time Trigger as described. Regional funds subject to repayment will accrue interest at the rate for the Local Agency Investment Fund (LAIF), as determined on July 1st of each year. Repayment schedules for regional funds will be subject to negotiation and approval by the CVAG Executive Committee.

EXHIBIT "C"

PROJECT SCHEDULE

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

AGREEMENT WITH THE CITY OF PALM SPRINGS TO PROVIDE 75% OF THE LOCAL SHARE OF COSTS FOR A HIGHWAY BRIDGE PROGRAM GRANT FOR THE ENVIRONMENTAL APPROVAL AND FINAL DESIGN FOR THE SOUTH PALM CANYON DRIVE BRIDGE OVER TAHQUITZ CREEK CHANNEL, BRIDGE REPLACEMENT PROJECT IN THE AMOUNT NOT TO EXCEED $76,476 AS THE CVAG REGIONAL SHARE OF THE PROJECT COSTS

The City anticipates work on Phase One, Environmental Approval and Final Design to construct the South Palm Canyon Drive Bridge over Tahquitz Creek Channel, Bridge Replacement Project, of the project to begin in mid-2014 and will require approximately 18 months to complete.