

## **REIMBURSEMENT AGREEMENT**

### **VISTA DEL NORTE PAVEMENT REHABILITATION PROJECT NO. ST-121**

THIS AGREEMENT is made and entered into on \_\_\_\_\_ by and between the CITY OF COACHELLA, a Municipal Corporation (hereafter called "CITY") and CABAZON BAND OF MISSION INDIANS (hereafter called "TRIBE"), together referred to as "Parties" and shall terminate upon the parties' performance hereunder.

#### **WITNESSETH:**

WHEREAS, Vista Del Norte is a City street located on the north side of Interstate 10 and serves as a frontage road between the City limit on the west and Dillon Road on the east (approximately ½ mile in length);

WHEREAS, the City's 2016 Pavement Management Plan rated this segment of roadway with a Pavement Condition Index (PCI) of 20, and required full depth reconstruction;

WHEREAS, the Cabazon Band of Mission Indians is working on a Tribal road rehabilitation project that includes the full depth reconstruction of Vista Del Norte within Tribal Boundaries, west of the City limit;

WHEREAS, the TRIBE has reached out to the City and offered to extend the project limits to include the reconstruction of the City's portion of Vista Del Norte, in accordance with City Standards and extending the streets useful life twenty years; and

WHEREAS, the TRIBE at their own cost and expense has agreed to furnish all equipment and material necessary to perform and complete, in a good and workmanlike manner, the construction of Vista Del Norte Pavement Rehabilitation Project No. ST-121 in accordance with approved drawings on file in the office of the City Engineer provided that City reimburse TRIBE for the cost of the construction of the road segment within the City's right-of-way.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. CITY hereby agrees to reimburse TRIBE, solely as provided herein, for the cost of constructing the Vista Del Norte Pavement Rehabilitation Project No. ST-121, located on the north side of Interstate 10 between the City limit on the west and Dillon Road on the east (approximately ½ mile in length), upon completion and acceptance of said improvements by the City Engineer. The Reimbursement shall not exceed **Three Hundred Thousand Dollars** (\$300,000.00).

2. Upon completion of the improvements stated in paragraph 1 above, TRIBE agrees to notify the City Engineer and submit an itemized statement outlining TRIBE'S cost in making said improvements. Including verification that the TRIBE shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

3. TRIBE shall defend, hold harmless, and indemnify CITY as to any and all claims, judgments, liabilities or damages for personal injuries and property damage directly arising out of TRIBE'S performance of the Agreement.

4. This agreement shall be binding upon and for the benefit of the Parties and their respective agents, assigns, directors, employees, executors, officers, representatives, and successors.

5. The Parties expressly state that they have consulted with their respective attorneys of record concerning all portions of this Agreement and they have been fully advised by their attorneys with respect to their rights and obligations hereunder.

6. This Agreement constitutes the entire agreement between the Parties, and it is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever except by a writing duly executed by authorized representatives of the Parties hereto. The Parties hereby agree and acknowledge that they will make no claim at any time or place that this agreement has been orally altered or modified or otherwise changed by oral communication of any kind or character.

7. Each of the undersigned signing on behalf of a Party which is not an individual person warrants that he or she is authorized to sign it for and binds such party.

8. This Agreement shall be governed by, construed in accordance with and interpreted under the laws of the State of California and shall be deemed to have been entered into in Coachella, California, for purposes of venue no matter where actually executed.

9. If any provision of this Agreement shall be determined to be contrary to law or unenforceable, the remaining provisions shall, at the option of the party who would have been benefited by such unenforceable provision, be severable and enforceable in accordance with their terms.

10. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument but the parties agree that the agreement on file in the Office of the Coachella City Clerk is the version of the agreement that shall take precedent should any differences exist among counterparts of the document.

11. The Parties each agree that, in the event of any breach of this Agreement, the party aggrieved shall be entitled to recover from the party who breaches, in addition to any other relief provided by law, such costs and expenses as may be incurred by said party, including court costs, attorney's fees, and other costs and expenses, taxable or otherwise, reasonably necessary in preparing the defense of, defending against, or seeking or obtaining an abatement of, or an injunction against, such action or proceeding, or in enforcing this Agreement, or in establishing or maintaining the applicability of, or the validity of, this Agreement, or any provision thereof, and in the prosecuting any counterclaim or cross-complaint based thereon.

IN WITNESS WHEREOF, said authorized representatives of said parties have affixed their signatures on the date set forth above.

CITY OF COACHELLA,  
a Municipal Corporation

CABAZON BAND OF MISSION  
INDIANS

By: \_\_\_\_\_  
Steven Hernandez  
Mayor

By: \_\_\_\_\_  
Name:  
Title:

ATTEST: CITY CLERK

By: \_\_\_\_\_  
Angela M. Zepeda

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carlos Campos  
City Attorney