

**INTERGOVERNMENTAL
MEMORANDUM OF UNDERSTANDING
By and Between
THE AGUA CALIENTE BAND OF CAHUILLA INDIANS
and
THE CITY OF CATHEDRAL CITY
Regarding
PROJECT CONTRIBUTIONS FOR THE
RAMON ROAD BRIDGE WIDENING
and
VISTA CHINO ROADWAY RESURFACING PROJECTS**

THIS INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____ day of _____, 2015, by and between the AGUA CALIENTE BAND OF CAHUILLA INDIANS, a federally recognized Indian tribe, (the “Tribe”) and the CITY OF CATHEDRAL CITY, a California municipal corporation (the “City”).

I.

RECITALS

WHEREAS, the Agua Caliente Band of Cahuilla Indians is a federally-recognized Indian Tribe governing itself according to a Constitution and By-Laws and exercising sovereign authority over the lands of the Agua Caliente Indian Reservation (the “Reservation”), acting through its duly elected Tribal Council, subject to federal law; and

WHEREAS, the City, acting through its duly elected City Council, is a political subdivision of the State of California, established pursuant to the Constitution of the State of California; and

WHEREAS, the Tribe receives funding through the federal Tribal Transportation Program (TTP) via the Federal Highway Administration’s (FHWA) Federal Lands Highway (FLH) Office for the planning, design, construction, and maintenance of public

roads that provide access to and within the Reservation and serve the cultural, social, economic, and/or governmental needs of the Tribe; and

WHEREAS, the Tribe and the City desire to work together in good faith to complete the planning, design, and construction of the Ramon Road Bridge Widening and Vista Chino Road Resurfacing Projects (the "Projects"); and

WHEREAS, the transportation routes designated for widening and resurfacing, are listed in the official National Tribal Transportation Facility Inventory and are eligible for TTP funding.

II.

COMMITMENTS:

1. The City will be responsible for contracting engineering design services, construction, and construction engineering and inspection services for the Projects.

2. The Tribe will make payments to the City from the TTP funding allocations it's received from FHWA, up to \$2,150,000, for use toward the design and construction of the Projects, based on work performed and progress estimates submitted to the Tribe.

3. The City will credit the Tribe the amount of TTP funds received toward the Projects as advance payment for any Tribally recognized traffic mitigation costs and/or fees associated with the development of Tribal projects as identified through the Tribal Environmental Policy Act process.

4. The City and the Tribe will enter into Subcontractor Services Agreement(s) and other such other contracts or agreements as may be required to fulfill their respective commitments as memorialized in this MOU, and as required by federal regulations for the use of TTP funding.

III.

GENERAL TERMS AND CONDITIONS:

1. Recitals. All of the above recitals are true and correct and the Tribe and City so find and determine, and incorporate such recitals as part of this MOU by this reference.

2. Modifications. This MOU may only be modified in writing, signed and duly approved by both the Tribal Council and the City Council.

3. Approval. This MOU shall be approved by formal action of the City Council and the Tribal Council.

4. Authority. The individuals signing this MOU warrant and represent that pursuant to their respective governing laws, constitutions and/or bylaws they have the full power and authority to enter into this MOU and fully perform in accordance with the terms hereof, and the Tribe and the City acknowledge that their respective legal counsels have advised that this MOU is not subject to approval of the authorized representative of the Secretary of the Interior under 25 U.S.C. §81.

5. Effective Date. This MOU shall take effect on the date first set forth above.

6. Termination Date. This MOU shall remain in effect until the Projects are completed, or until September 30, 2019, whichever is sooner.

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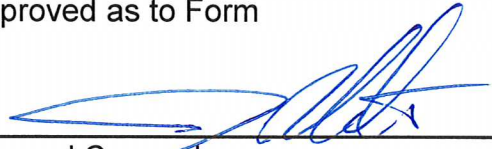
IN WITNESS WHEREOF, the Tribe and the City hereto have executed this MOU as of the date first written above.

“TRIBE”
Agua Caliente Band of Cahuilla Indians
A Federally-Recognized Sovereign Indian Tribe



Jeff L. Grubbe
Tribal Council Chairman

Approved as to Form



General Counsel

“CITY”
City of Cathedral City, California
A Municipal Corporation

ATTEST

Stan Henry
City Mayor

City Clerk

Approved as to Form

City Attorney