

**COOPERATIVE AGREEMENT  
BY AND BETWEEN CVAG AND THE CITY OF COACHELLA  
CVAG COACHELLA CV LINK COMMUNITY CONNECTOR PROJECT**

**THIS AGREEMENT** is made and entered into this **30<sup>th</sup> day of June 2025**, by and between the **City of Coachella**, a municipal corporation, ("**City**") and the **Coachella Valley Association of Governments**, a California joint powers authority, ("**CVAG**"), and is made with reference to the following background facts and circumstances:

**RECITALS**

- A. The CV Link is forty miles of shared use path aligned along the Whitewater River Channel that serves as a stormwater conveyance facility for the valley, throughout the Coachella Valley. The CV Link is designed for pedestrian mobility, bicycles, and low speed neighborhood electric vehicles such as golf carts, and it extends from Highway 111 and the Chino Wash in North Palm Springs to Airport Boulevard in the CVAG of Coachella; and,
- B. In February 2016, the Executive Committee approved the Master Plan for CV Link; and,
- C. The proposed "CV Link Community Connector Project" entails construction of a multi-use path and access point to the regional CV Link network west of the Whitewater Channel to the east side of the Dream Home Park in the City of Cathedral.
- D. Design and engineering of the proposed CV Link connector to Cathedral City's Dream Homes Park is complete; and construction is expected to begin early 2024;
- E. The Parties wish to enter into this cooperative agreement whereby the City will manage the construction of the CV Link Community Connector Project consistent with Engineering Plans and Specifications approved by City and CVAG;
- F. CVAG will pay for the cost of constructing striping improvements consistent with the approved CV Link Community Connector Project design. This cost will be determined by the value of construction change order bid that is accepted by the City for the CV Link Community Connector Project.;

**NOW, THEREFORE**, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties mutually agree as follows:

1. The final design of the CV Link Community Connector Project prepared by CVAG shall be subject to review and reasonable approval by the City prior to the commencement of any construction and shall be finalized in consultation with CVAG.

2. CVAG shall reimburse the City for costs in the manner provided herein. Notwithstanding any other provisions herein, CVAG shall not be obligated for any monetary contributions that have not been approved and budgeted for this project. The City would be reimbursed for work related to the construction of the CV Link community connector striping improvements in an amount not-to-exceed \$60,000. The budget for this project is based on the Engineer's Estimate and approved by CVAG based on the bid received. Should the contractor's bid be in excess of the CVAG approved project budget, CVAG shall have the option of funding the difference between the budgeted amount and the lowest responsive bid or terminating the project and cooperative agreement.

3. Upon approval of the project design by the City and CVAG, funds shall be authorized and budgeted by CVAG for reimbursement to the City for construction and construction management costs associated with the CV Link Community Connector Project. Reimbursement of project costs incurred by the City shall be made as follows: The City shall be responsible for initial payment of all covered costs as they are incurred. Following payment of such costs, City shall submit invoices to CVAG requesting reimbursement. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to City, and documents evidencing City's payment of the invoices or demands for payment. City shall also submit a Project Completion Report, in a form acceptable to CVAG, with each statement. City shall submit invoices not more often than monthly and not less often than quarterly.

3.1 Upon receipt of an invoice from City, CVAG may request additional documentation or explanation of the costs for which reimbursement is sought. Undisputed reimbursement amounts shall be paid by CVAG to City within thirty (30) days. Any disputes between the City and CVAG on Project Costs shall be negotiated between the City Manager and Executive Director.

3.2 If a post-payment audit or review indicates to the parties' mutual satisfaction that CVAG has provided reimbursement to City in an amount in excess of that permitted under this agreement, City shall reimburse CVAG for the excess or ineligible payments within thirty (30) days of notification by CVAG.

3.3 Prior to any final payment to City by CVAG, a final report shall be submitted to CVAG by City containing a record of all payments made for the CV Link Community Connector 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 within thirty (30) days of in accordance with its rules, regulations and policies concerning project cost determination and expense eligibility for the CV Link Community Connector Project.

3.4 The format used for all bids solicited by City for the CV Link Community Connector Project shall require itemization sufficient to allow quantities of each bid item to be easily discernible. If requested by CVAG prior to the award of the bid, it shall be the responsibility of City to determine what, if any, portion of the work is an enhancement to any specifications adopted for the CV Link model, for which there shall be no reimbursement.

3.5. City shall maintain an accounting of all funds received from CVAG pursuant to this agreement in accordance with generally accepted accounting principles. City agrees to keep all contracts and records for a period of not less than three years from the date a notice of completion is recorded by the City for the CV Link Community Connector Project. The City may keep the records in either electronic or hard copy format. City shall permit CVAG, at any reasonable time, upon reasonable notice, to inspect any records maintained in connection with the CV Link Community Connector 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.

3.6 CVAG shall allow City access to and use of all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of the planning, approval and construction of the bike path element of the CV Link Community Connector Project. Any copies of said originals obtained by City may be used, reused, or destroyed by City without the permission of CVAG, unless otherwise provided by law.

3.7 The City shall allow CVAG access to and use of all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of the planning, approval and construction of the bike path element of the CV Link Community Connector Project. Any copies of said originals obtained by CVAG may be used, reused, or destroyed by CVAG without the permission of the City, unless otherwise provided by law.

3.8 CVAG has secured local funding for this project, including regional transportation dollars and grants from the Desert Healthcare District, the South Coast Air Quality Management District, and Clean California Local Grants Program. In the event that CVAG determines that reimbursements should include funding from the South Coast Air Quality Management District, the parties agree that announcements, news releases and other communication materials describing the project shall acknowledge "The project was made possible by a grant from the South Coast Air Quality Management District AB

1318 Mitigation Fees Fund to reduce or mitigate emissions within the Coachella Valley." Additionally, should the SCAQMD funding be used, CVAG and the City will include an acknowledgement of support and disclaimer in any publication of materials.

3.9 Because the CV Link Community Connector Project is built within the City's existing right of way, the City will be responsible for the operation and maintenance of the access point and multi-use path. CVAG will work cooperatively with the City to find additional funding sources to address these costs.

4. The occurrence of any one or more of the following events shall, at the non-defaulting Party's option, constitute an Event of Default and the defaulting Party shall provide the other Party with immediate notice thereof.

4.1 Any warranty, representation, statement, report or certificate made or delivered to the other Party or any of its officers, employees or agents, now or hereafter, which is incorrect, false, untrue or misleading in any material respect;

4.2 Failure of any Party 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 CV Link Community Connector Project; If the default is reasonably capable of being cured within thirty (30) days, the party in default shall have thirty (30) days to effect a cure prior to exercise of remedies by the complaining party. If the nature of the alleged default is such that it cannot practicably be cured within such thirty (30) day period, the cure shall be deemed to have occurred within such thirty (30) day period if (i) the cure is commenced at the earliest practicable date following receipt of the notice; (ii) the cure is diligently prosecuted to completion at all times thereafter; (iii) at the earliest practicable date (in no event later than thirty (30) days after the curing party's receipt of the notice), the curing party provides written notice to the other party that the cure cannot practicably be completed within such thirty (30) day period; and (iv) the cure is completed at the earliest practicable date. In no event shall the complaining party be precluded from exercising remedies, subject to the preceding sentence if a default is not cured within sixty (60) days after the first notice of default is given.

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

5. No waiver of any Event of Default or breach by one Party hereunder shall be implied from any omission by any 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 any other Party shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act.

6. This agreement is made and entered into for the sole protection and benefit of the City and CVAG, and no third person shall have any right of action under this agreement.

7. 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 venture with City as to the CV Link Community Connector Project. The City 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 City related to the CV Link Community Connector Project or taken in the performance of this agreement or any agreement entered into by City with reference to the CV Link Community Connector Project. CVAG shall assume the defense of, indemnify and hold harmless the City, 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 (a) the actions or inactions of CVAG related to the CV Link Community Connector Project or taken in the performance of this agreement; or (b) litigation concerning compliance with environmental laws specific to CV Link and not associated with the CV Link Community Connector Project prior to any subsequent incorporation into the CV Link Community Connector Project.

8. City 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 City on each contract. City 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.

9. Any dispute concerning a question of fact arising under this agreement that is not disposed of by voluntary negotiations between the Parties shall be decided by decided jointly by the City Manager and Executive Director. However, no action in accordance with this Section shall in any way limit any 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 the City from full and timely performance in accordance with the terms of this agreement.

10. The City and CVAG mutually warrant that all aspects of the CV Link Community Connector Project shall be undertaken in compliance with all applicable local, state and federal rules, regulations and laws. The Parties will execute and deliver to each other such further documents and do other acts and things as are reasonably requested in order to comply fully with all applicable requirements and to effect fully the purposes of this agreement.

11. This agreement may not be assigned by either Party without the express written consent of the other Party.

12. The Parties and their successors in interest and assigns shall be bound by all the provisions contained in this agreement.

13. No officer or employee of either Party shall be personally liable to the other Party, or any successor in interest, in the event of any default or breach by either Party or for any amount which may become due to either Party or to its successors, or for breach of any obligation of the terms of this agreement.

14. 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.

15. No officer or employee of either Party 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.

16. City warrants that the funds received by City 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.

17. 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 <b>CVAG</b> :	Tom Kirk, Executive Director Coachella Valley Association of Governments 74-199 El Paseo, Suite 100
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Palm Desert, CA 92260  
Telephone: (760) 346-1127

If to **CITY**: Bill Pattison, City Manager  
City of Coachella  
3990 Enterprise Way  
Coachella, CA 92236  
Telephone: (760) 398-3502

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.

18. This agreement sets out 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.

19. 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.

20. In the event any 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.

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

22. 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, and State of California.

23. Each Party 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.

24. 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.

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

**ATTEST:**

**CITY OF COACHELLA**

By: \_\_\_\_\_  
Bill Pattison, City Manager

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

**ATTEST:**

**CVAG**

By: \_\_\_\_\_  
Tom Kirk, Executive Director




By: \_\_\_\_\_  
Ted Weill Chair





# Coachella CV Link Community Connector Project and Striping



-  Striping
-  Project Location
-  CV Link

