

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



**ITEM: 3.77
(ID # 27877)**

MEETING DATE:
Tuesday, June 24, 2025

FROM : TLMA-TRANSPORTATION

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Ratification and Approval of the Reimbursement Agreement between the County of Riverside and the Coachella Valley Association of Governments for the CVAG CV link Mecca / North Shore Extension Project. District 4. [\$613,751 Total Cost - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Reimbursement Agreement between the County of Riverside and the Coachella Valley Association of Governments for the CVAG CV Link Mecca / North Shore Extension Project, and authorize the Chairman of the Board to execute the same.

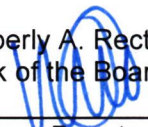
ACTION:Policy


Dennis Acuna, Director of Transportation 5/9/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Medina 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: June 24, 2025
xc: TLMA-Transp.

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Annual Cost:	Ongoing Annual Cost
COST	\$ 613,751	\$ 0	\$ 613,751	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Gas Tax/HUTA (100%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 25/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The "Coachella Valley Area Transportation Study", a valley-wide study prepared under the auspices of CVAG, has identified various transportation and highway projects and corridors throughout the Coachella Valley to be of regional importance. 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 County area of Coachella.

In April 2025, CVAG's Executive Committee authorized the Executive Director to execute an engineering services contract with Dokken Engineering for a total not-to-exceed amount of \$1,227,502, to conduct a Project Study Report-Project Development Support (PSR-PDS) Project Initiation Document for the CV Link Mecca/North Shore Extension project. The document will inform CVAG, County of Riverside and stakeholders of feasible alignment options, including early environmental, right-of-way, design, potential costs, constructability challenges, and provide a foundation for CVAG to pursue state and federal funding for subsequent phases of the project. The County of Riverside Transportation Department and CVAG are partnering for this phase of the CV Link Mecca/North Shore extension project. It was determined Riverside County's share for this effort is \$613,751.

Impact on Residents and Businesses

The CV Link Mecca/North Shore extension project study will evaluate improvements that will enhance access and increase transportation effectiveness throughout the Coachella Valley area for all residents and businesses.

Additional Fiscal Information

The County of Riverside Transportation will provide \$613,751 to CVAG for the CV Link Mecca/North Shore extension PSR-PDS. This effort will be funded using Gas Tax/HUTA. No General Funds will be used for this agreement.

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

ATTACHMENTS:

Attachment A: Reimbursement Agreement between the County of Riverside and the Coachella Valley Association of Governments



Jason Farin, Principal Policy Analyst 6/19/2025



Aaron Gettis, Chief of Deputy County Counsel 6/9/2025

**REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE COUNTY OF RIVERSIDE
FOR THE
CVAG CV LINK MECCA/NORTH SHORE EXTENSION PROJECT**

THIS AGREEMENT is made and entered into this **28th day of April 2025**, by and between the **County of Riverside**, a political subdivision of the State of California, ("**County**") 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

The "Coachella Valley Area Transportation Study", a valley-wide study prepared under the auspices of CVAG, has identified various transportation and highway projects and corridors throughout the Coachella Valley to be of regional importance. This project is included in the 2016 Transportation Project Prioritization Study (TPPS) document; and,

Approval of a highway financing measure by the voters of Riverside County in November of 1988, as well as the approval of an extension of Measure A by the voters in November of 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,

CVAG Executive Committee, on July 31, 2006, approved the implementation of the amended Transportation Uniform Mitigation Fee "TUMF" Fee Ordinance to increase the collected TUMF Fee, effective January 1, 2007; and,

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 County of Coachella; and,

In February 2016, the Executive Committee approved the Master Plan for CV Link; and,

In April 2025, CVAG's Executive Committee authorized the Executive Director to execute an engineering services contract with Dokken Engineering for a total not-to-exceed amount of \$1,227,502, to conduct a Project Study Report-Project Development Support (PSR-PDS) Project Initiation Document for the CV Link Mecca/North Shore extension; and to negotiate and execute a reimbursement agreement with the County of Riverside for costs related to the CV Link Mecca/North Shore Extension Project (Project).

Whereas, CVAG will expend Measure A or TUMF funds to front the cost of the CV Link Mecca/North Shore Extension Project with said expended funds to be reimbursed in part by the County of Riverside.

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the parties do agree as follows:

1. The Project is generally described as and consists of the following: **CV Link Mecca/North Shore Extension Project**. These services will hereinafter be referred to as the "Project".
2. The scope of work of 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"** - "Estimate of Cost", attached hereto and made a part hereof.
3. The total estimated cost of the Project shall not exceed \$1,227,502. CVAG shall coordinate the Project Study Report-Project Development Support (PSR-PDS) Project Initiation Document for the Project. CVAG shall be responsible to pay CVAG's Consultant for the Project. County shall reimburse CVAG its proportional share, 50% of the Project equal to \$613,751, as detailed in **Exhibit "B"**.
4. CVAG may decline or delay regional funds to the Project should CVAG determine that such action is necessary to maintain a minimum balance of TUMF or Measure A funds.
5. CVAG shall be responsible for initial payment of all covered Project costs as they are incurred. Following payment of such costs, CVAG shall submit invoices to County requesting reimbursement of the County's Local Share of the Project. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to CVAG, and documents evidencing CVAG's payment of the invoices or demands for payment. CVAG shall also submit a Project Completion Report, in a form acceptable to County, with each statement. CVAG shall submit invoices not more often than monthly and not less often than quarterly.

5.1 Upon receipt of an invoice from CVAG, County may request additional documentation or explanation of the Project costs. Undisputed

reimbursement amounts shall be paid by County to CVAG within thirty (30) days.

5.2 If a post-payment audit or review indicates that County has provided reimbursement to CVAG in an amount in excess of the County's Local Share of eligible costs, CVAG shall reimburse County for the excess payments within thirty (30) days of notification by CVAG.

6. Prior to any final payment to CVAG by County, a final report shall be submitted to County by CVAG 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 County in accordance with CVAG rules, regulations and policies concerning project cost determination and expense eligibility.
7. 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. Mutually agreeable non-substantive changes may be made to this agreement subject to either parties General Counsel's approval.
8. CVAG shall maintain an accounting of all funds received from County pursuant to this Agreement in accordance with generally accepted accounting principles. CVAG 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 CVAG 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. CVAG shall permit County, at any reasonable time, upon reasonable notice, to inspect any records maintained in connection with the Project. County 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.
9. The occurrence of any one or more of the following events shall, at CVAG's option, constitute an event of default and County shall provide CVAG with immediate notice thereof.

9.1 Any warranty, representation, statement, report or certificate made or delivered to CVAG by County or any of County's officers, employees or agents now or hereafter which is incorrect, false, untrue or misleading in any material respect;

9.2 County 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,

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

10. 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.
11. This Agreement is made and entered into for the sole mutual protection and benefit of CVAG and County and no third person shall have any right of action under this Agreement.
12. This Agreement is for funding purposes only and nothing herein shall be construed so as to constitute CVAG as an owner or a partner or joint venture with County as to the Project. CVAG shall assume the defense of, indemnify and hold harmless the County 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 CVAG related to the Project or taken in the performance of this Agreement or any agreement entered into by County with reference to the Project.
13. 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 County. This decision shall be issued in writing. 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 County from full and timely performance in accordance with the terms of this Agreement.

14. 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, County 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.
15. County and CVAG warrant that all aspects of the Project undertaken by them shall be undertaken in compliance with all applicable local, state and federal rules, regulations and laws. County 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.
16. This Agreement may not be assigned without the express written consent of the other party first being obtained.
17. Both parties and their successors in interest and assigns shall be bound by all the provisions contained in this Agreement.
18. No officer or employee of either party shall be personally liable to either party or any successor in interest, in the event of any default or breach by either party or for any amount with may become due to either party or to its successor, or for breach of any obligation of the terms of this Agreement.
19. 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.
20. CVAG warrants that the funds received by County 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.
21. 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 **County of Riverside:** Dennis Acuna
Director of Transportation
County of Riverside
4080 Lemon Street
Riverside, CA 92501
Telephone: (951) 955-6880

If to **CVAG:** Tom Kirk
Executive Director
Coachella Valley Association of Governments
74-199 El Paseo, Suite 100
Palm Desert, CA 92260
Telephone: (760) 346-1127

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.


22. 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.
23. 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.

24. 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.
25. Time is of the essence in this Agreement, and each and every provision hereof in which time is an element.
26. 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.
27. County and CVAG warrant 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.
28. 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. 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
29. Consistent with CVAG Policy 21-02, this amendment shall be executed with the use of electronic or digital signatures in order to be in effect.

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

ATTEST:

KIMBERLY A. RECTOR

By: 
DEPUTY Clerk

COUNTY OF RIVERSIDE

By: 
Chair, Board of Supervisors
V. MANUEL PEREZ

FORM APPROVED COUNTY COUNSEL:

By: 
Danielle Maland

ATTEST:

By: 
Allen McMillen, Contracts Analyst II

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

By: 
Tom Kirk (May 30, 2025 14:22 PDT)
Tom Kirk, Executive Director

EXHIBIT "A"

SCOPE OF SERVICES

**REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE COUNTY OF RIVERSIDE
FOR THE
CVAG CV LINK MECCA/NORTH SHORE EXTENSION PROJECT**

The eastern terminus of the CV Link at Airport Boulevard provides multi-modal access to the administrative offices of the Coachella Valley Unified School District (CVUSD), John Kelley Elementary School, La Familia Continuing Education High School, Thermal and Mecca Sheriff's Stations, Jacqueline Cochran Airport, Desert International Horse Park, and the Thermal Club Race Track.

Beyond Airport Boulevard, a future extension of CV Link to the Salton Sea approximately twenty-three miles in total length was envisioned in the 2016 CV Link Master Plan. The route for the extension would pass through rural agricultural areas and the jurisdiction of Tores Martinez Band of Cahuilla Indians to connect to the Salton Sea via two proposed routes. The main route is proposed to Whitewater River to its outfall at the Salton Sea with a second connection branching off at Avenue 66 and following existing roadways through the Mecca and North Shore communities. The CV Link Master Plan proposes the routes as either a two-way, 12-foot-wide concrete path on one side of existing roadways or the channel, or a widening of the roadways to include minimum 7-foot-wide shoulders on both sides.

Dokken Engineering will conduct a Project Study Report-Project Development Support (PSR-PDS) Project Initiation Document of the CV Link Mecca/North Shore extension. The document will inform CVAG and stakeholders of the alignment options, including early environmental, right-of-way, design, potential costs, constructability challenges, and provide a foundation for CVAG to pursue state and federal funding for subsequent phases of the project.

EXHIBIT "B"

ESTIMATE OF COST

**REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE COUNTY OF RIVERSIDE
FOR THE
CVAG CV LINK MECCA/NORTH SHORE EXTENSION PROJECT**

Dokken Engineering Total Contract \$1,227,502

<u>CVAG Share</u>	<u>County Share</u>
\$613,751 (50%)	\$613,751 (50%)