



EXECUTIVE COMMITTEE AGENDA

**MONDAY, SEPTEMBER 25, 2023
4:30 p.m.**

**CVAG Conference Room
73-710 Fred Waring Drive, Suite 104 (Formerly 119)
Palm Desert, CA 92260**

**Members of the Committee and the public may attend and participate by video
at the following remote location:**

**Blythe City Hall
235 N Broadway, Room A
Blythe, CA 92225**

Members of the public may use the following link for listening access and ability to address the Executive Committee when called upon:

<https://us02web.zoom.us/j/85679859264?pwd=d2p2NDdrVjJCS1Vhd3JQRmtReFJidz09>

Dial In: +1 669 900 9128 US

Webinar ID: 856 7985 9264

Password: 903053

IF YOU ARE UNABLE TO CONNECT VIA DIAL IN OPTION, PLEASE CALL 760-346-1127

Public Comment is encouraged to be emailed to the Executive Committee prior to the meeting at cvag@cvag.org by 5:00 p.m. on the day prior to the committee meeting. Comments intended to be read aloud should be no more than 300 characters.

**THIS MEETING IS HANDICAPPED ACCESSIBLE.
ACTION MAY RESULT ON ANY ITEMS ON THIS AGENDA**

1. **CALL TO ORDER** – Chair Scott Matas, Mayor, City of Desert Hot Springs

2. **ROLL CALL**

A. Member Roster

P6

3. **PLEDGE OF ALLEGIANCE**

4. **AGENDA MODIFICATIONS (IF ANY)**

5. **PUBLIC COMMENTS ON AGENDA ITEMS**

This is the time and place for members of the public to address the Executive Committee on agenda items. At the discretion of the Chair, comments may be taken at the time items are presented. Please limit comments to three (3) minutes.

6. **CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS**

7. **CONSENT CALENDAR**

A. Approve the June 26, 2023 Executive Committee Meeting Minutes

P7

B. Approve CVAG Resolution 2023-004/ Policy 23-02, amending the Conflict of Interest Code for CVAG and submit the code for approval and filing to its Code Reviewing Body, the Riverside County Board of Supervisors

P15

C. Receive and file the quarterly report for the CV Housing First program, representing clients served in the second quarter of 2023

P28

D. Authorize the Executive Director to take the necessary steps to accept \$34,393.59 in additional funding from the California Emergency Solutions and Housing (CESH) Program, including amending the scope of work to reflect services offered by the CV Housing Program

P32

E. Appoint the Rancho Mirage Councilmember Ted Weill and City of Indio Environmental Programs Coordinator Sara Toyoda as CVAG's representatives on the Solid Waste Advisory Council/Countywide Local Taskforce, and City of Cathedral City Environmental Conservation Manager Deanna Pressgrove and City of Palm Springs Director of Sustainability Lindsey-Paige McCloy as taskforce alternates, for two-year terms

P34

F. Adopt Resolution No. 2023-003 promoting California Clean Air Day to raise awareness of the importance of improving air quality to improve public health

P36

G. Authorize the Executive Director to execute a one-year services contract with

P39

HF&H Consultants, LLC for a total not-to-exceed annual amount of \$56,995 for the Used Oil Recycling Program, with the option for two additional years, all contingent on receiving a CalRecycle grant

- H. Approve Amendment No. 3 to the Reimbursement Agreement with the County of Riverside and the City of Coachella for the Avenue 48 Between Van Buren Street and Dillon Road Widening Project, extending the time trigger to commence construction to August 31, 2024; and authorize the Executive Director and/or Legal Counsel to make clarifying changes before execution P64
- I. Authorize the Executive Director to negotiate and execute a professional service agreement with HR Green Pacific, Inc. in an amount not to exceed \$978,460 to provide engineering services for the Coachella Valley Broadband Strategic Plan P70
- J. Authorize the Executive Director to execute Amendment No. 5 with Advantec Consulting Engineers, Inc. for an additional amount not-to-exceed \$1,500,000 for construction support services for the CV Sync – Phase II project P109
- K. Authorize the Executive Director to commit regional transportation funding to maximize the competitiveness for the 2023 Reconnecting Communities and Neighborhoods grant program and other federal funding opportunities, with the condition that actual expenditure of funds would be dependent on securing grant funding and funding contributions by local jurisdictions P113

7.1 **ITEM(S) HELD OVER FROM CONSENT CALENDAR**

8. **DISCUSSION / ACTION**

- A. Regional Efforts to Secure Funding to Address the Impacts of Tropical Storm Hilary – Tom Kirk P115

Recommendation: Authorize the Chair and/or Executive Director to take any steps necessary to advocate for a federal emergency declaration and secure additional funding to address the devastating impacts of Tropical Storm Hilary

- B. Contract Amendment with Michael Baker International (MBI) for the Western Coachella Valley Flooding and Blowsand Projects – Phase One – Jonathan Hoy P124

Recommendation: Authorize the Chair and/ or Executive Director to

- 1) Execute Amendment No. 1 to the Professional Service Agreement with Michael Baker International (MBI) increasing the fee an additional \$794,786 to establish a revised amount not to exceed of \$5,259,417.58 to provide design, engineering and environmental services for the Western Coachella Valley Flooding and Blowsand Projects – Phase One; and
- 2) Execute new or amended Reimbursement Agreements with the Palm Springs, Cathedral City and Desert Hot Springs to outline the local share of project costs, with CVAG's share not to exceed \$3,944,562.75, and allowing the Executive Director and/or legal counsel to make minor modifications prior to execution

- C. **Creation of an Ad Hoc Committee Focused on Improving Interstate 10 –** **P131**
Tom Kirk
- Recommendation:** Create an ad hoc committee to work with Caltrans on highway improvements and approve members nominated by the Transportation Committee
- D. **Reimbursement Agreement for Avenue 50 Bridge Project over the La Quinta Evacuation Channel –** **P132**
Gustavo Gomez
- Recommendation:** Approve the Reimbursement Agreement with the City of La Quinta for the Avenue 50 Bridge project from Washington Street spanning the Evacuation Channel, providing a total not-to-exceed amount of \$3,849,750 in regional funding for the project's Plans, Specifications & Estimates, right-of-way, and construction phases
- E. **Designation of 2024 State Transportation Improvement Program (STIP) Funds –** **P148**
Jonathan Hoy
- Recommendation:** 1. Approve Riverside County Transportation Commission (RCTC) staff's recommendation to program \$6,632,729 of Coachella Valley's 2024 STIP funding toward CV Rail Tier 2 environmental phase; and
2. Authorize the Executive Director to recommend to RCTC that it designate an estimated \$6,778,587 in available 2024 STIP funding to the Interstate 10/Monroe Street Interchange Project, contingent on an evaluation of the project's estimated construction cost increases, project schedule and local funding
- F. **Regional Approach to Regulating Mylar Balloons in Public Spaces –** **P152**
Erica Felci
- Recommendation from the Public Safety Committee:** Adopt the Palm Desert ordinance on mylar balloon restrictions and distribute to cities
- Recommendation from the Energy & Sustainability Committee:** In lieu of supporting an ordinance, launch a public awareness campaign about dangers of improper use of Mylar balloons
9. **INFORMATION**
- a) Executive Committee Attendance **P157**
- b) Status of I-10 Interchange Projects **P158**
- c) CVAG Regional Arterial Program – Project Status Report **P159**
- d) Bicycle/Pedestrian Safety Program – Project Status Report **P160**
- e) CVAG Quarterly Investment Report **P161**
- f) Letter from CVAG Chairman Scott Matas **P162**
- g) Funding from REAP 2.0 County Transportation Commission Partnership Program **P163**
- h) Active Transportation Program Cycle 7 Update **P166**

- i) Update on Property Assessed Clean Energy (PACE) Program P168
- j) Efforts to fund regional shade and tree initiatives P170
- k) Demand Side Grid Support and Distributed Electricity Backup Assets Programs P172
- l) Update on the Inland Regional Energy Network P175
- m) Update on efforts to identify funding for electric vehicle planning and infrastructure P178
- n) Imperial Irrigation District Governance and Electricity Services Study Update P180
- o) Riverside County's Coordinated Response to Asylum Seekers P182
- p) National Preparedness Month P183
- q) Riverside County's Homeless Action Plan P184
- r) Rollout of the State's Community Assistance, Recovery and Empowerment (CARE) Court P186
- s) Annual Point-in-Time Count of Homeless Individuals P189

10. LEGISLATIVE ITEMS –

- a) Update on CVAG's state advocacy efforts – Emmanuel Martinez P190

11. PUBLIC COMMENTS ON NON-AGENDA ITEMS

This is the time and place for members of the public to address the Executive Committee on items of general interest within the purview of this committee. Please limit comments to two (2) minutes.

12. ANNOUNCEMENTS

The next meeting of the **Executive Committee** will be held on Monday, December 4, 2023, at 4:30 p.m. at the CVAG conference room, 73-710 Fred Waring Drive, Suite 104, Palm Desert, 92260.

13. ADJOURNMENT

ITEM 2A**EXECUTIVE COMMITTEE
2023-2024 ROSTER**

Jurisdiction	Members
City of Coachella, Past Chair	Steven Hernandez Mayor
City of Palm Springs	Grace Garner Mayor
City of Indio	Oscar Ortiz Mayor
Twenty-Nine Palms Band of Mission Indians	Darrell Mike Tribal Chair
Torres Martinez Desert Cahuilla Indians	Joseph Mirelez Tribal Vice Chair
Cabazon Band of Cahuilla Indians	Brenda Soulliere Tribal Member
Agua Caliente Band of Cahuilla Indians	Reid Milanovich Chairman
City of Indian Wells	Donna Griffith Mayor
City of Cathedral City	Rita Lamb Mayor
City of Palm Desert	Kathleen Kelly Mayor
City of La Quinta	Linda Evans Mayor
City of Blythe	Joseph DeConinck Mayor
County of Riverside	Kevin Jeffries , 1st District Supervisor Karen Spiegel , 2 nd District Supervisor Chuck Washington , 3 rd District Supervisor V. Manuel Perez , 4 th District Supervisor Yxstian Gutierrez , 5 th District Supervisor
City of Rancho Mirage, Vice Chair	Ted Weill Councilmember
City of Desert Hot Springs, Chair	Scott Matas Mayor

ITEM 7A

EXECUTIVE COMMITTEE MINUTES OF MEETING JUNE 26, 2023



The audio file for this committee meeting can be found at: <http://www.cvag.org/audio.htm>
Any handouts distributed during the meeting will placed in the meeting file.

1. CALL TO ORDER

The Executive Committee meeting was called to order by Chair Steven Hernandez, Mayor, City of Coachella, at 4:32 p.m. at The Penney and Parlour, Desert Island Country Club, 71777 Frank Sinatra Drive in Rancho Mirage.

2. ROLL CALL

A roll call was taken, and it was determined that a quorum was present. Those in attendance were as follows:

MEMBERS PRESENT

Mayor Grace Garner
Mayor Oscar Ortiz
Mayor Donna Griffith
Mayor Rita Lamb
Mayor Kathleen Kelly
Mayor Linda Evans
Mayor Joseph DeConinck
Supervisor Karen Spiegel
Supervisor V. Manuel Perez
Councilmember Ted Weill
Mayor Scott Matas, Vice Chair
Mayor Steven Hernandez, Chair

AGENCY

City of Palm Springs
City of Indio
City of Indian Wells
City of Cathedral City
City of Palm Desert
City of La Quinta
City of Blythe
County of Riverside 2nd District (*arrived at Item 7*)
County of Riverside 4th District
City of Rancho Mirage
City of Desert Hot Springs
City of Coachella

MEMBERS NOT PRESENT

Tribal Chair Darrell Mike
Tribal Member Brenda Soulliere
Tribal Vice Chair Joseph Mirelez
Tribal Chair Reid Milanovich
Supervisor Kevin Jeffries
Supervisor Chuck Washington
Supervisor Yxstian Gutierrez

AGENCY

Twenty-Nine Palms Band of Mission Indians
Cabazon Band of Mission Indians
Torres Martinez Desert Cahuilla Indians
Agua Caliente Band of Cahuilla Indians
County of Riverside 1st District
County of Riverside 3rd District
County of Riverside 5th District

3. PLEDGE OF ALLEGIANCE

Mayor Grace Garner led the Executive Committee in the Pledge of Allegiance.

4. AGENDA MODIFICATIONS (IF ANY)

None.

5. PUBLIC COMMENTS ON AGENDA ITEMS

Brad Anderson, Rancho Mirage resident, requested that he be provided a chance to provide public comment after the staff report was presented for Item 8E. Chair Hernandez noted he would open public comment again at that time.

6. CHAIR / EXECUTIVE DIRECTOR ANNOUNCEMENTS

None.

7. CONSENT CALENDAR

IT WAS MOVED BY MAYOR KELLY AND SECONDED BY SUPERVISOR PEREZ TO APPROVE THE CONSENT CALENDAR.

- A. Approve the June 5, 2023 Executive Committee Meeting Minutes**
- B. Authorize the updating of the signature cards and signatories for CVAG investments and banking, subject to General Assembly approving the rotation for the 2023/2024 Chair**
- C. Accept the Transportation Uniform Mitigation Fee (TUMF) Annual and Five-Year Report for Fiscal Year 2021/2022**
- D. Authorize the Executive Director to execute Amendment No. 12 to the agreement with Alta Planning & Design for a total not-to-exceed amount of \$287,500**
- E. Authorize the Executive Director to take the necessary steps to execute a contract change order with Crosstown Electric and Data, Inc. that provides for the co-location of City of Indio Broadband fiber with construction of CV Sync Phase II, including executing a reimbursement agreement with the City of Indio to cover all costs associated with the co-location; and to execute similar agreements with other jurisdictions should the opportunity arise**
- F. Authorize the Executive Director to negotiate and execute a services agreement with Reillyworld to provide janitorial and maintenance services at CVAG office locations for an amount not to exceed \$110,000 from July 15, 2023 through December 2024, with an option for two, one-year extensions at a 3 percent cost of living increase**

THE MOTION TO CARRIED WITH 12 AYES AND 7 MEMBERS ABSENT.

MAYOR GARNER	AYE
MAYOR ORTIZ	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL VICE CHAIR MIRELEZ	ABSENT

TRIBAL COUNCILMEMBER SOULLIERE	ABSENT
TRIBAL CHAIR MILANOVICH	ABSENT
MAYOR GRIFFITH	AYE
MAYOR LAMB	AYE
MAYOR KELLY	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR JEFFRIES	ABSENT
SUPERVISOR SPIEGEL	AYE
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
COUNCILMEMBER WEILL	AYE
MAYOR MATAS	AYE
MAYOR HERNANDEZ	AYE

7.1 ITEM(S) HELD OVER FROM CONSENT CALENDAR

None.

8. DISCUSSION / ACTION

A. CVAG Officer Rotation for FY 2023/2024

Executive Director Tom Kirk provided the staff report.

IT WAS MOVED BY MAYOR EVANS AND SECONDED BY MAYOR ORTIZ TO NOMINATE THE REPRESENTATIVE FROM THE CITY OF DESERT HOT SPRINGS TO SERVE AS FY 2023/2024 CHAIR AND THE REPRESENTATIVE FROM THE CITY OF RANCHO MIRAGE TO SERVE AS FY 2023/2024 VICE CHAIR.

THE MOTION TO CARRIED WITH 12 AYES AND 7 MEMBERS ABSENT.

MAYOR GARNER	AYE
MAYOR ORTIZ	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL VICE CHAIR MIRELEZ	ABSENT
TRIBAL COUNCILMEMBER SOULLIERE	ABSENT
TRIBAL CHAIR MILANOVICH	ABSENT
MAYOR GRIFFITH	AYE
MAYOR LAMB	AYE
MAYOR KELLY	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR JEFFRIES	ABSENT
SUPERVISOR SPIEGEL	AYE
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
COUNCILMEMBER WEILL	AYE
MAYOR MATAS	AYE

MAYOR HERNANDEZ

AYE

B. CVAG Fiscal Year 2023/24 Budget

Members provided brief comments praising staff for the budget and comprehensive update at the previous meeting.

IT WAS MOVED BY SUPERVISOR PEREZ AND SECONDED BY COUNCILMEMBER WEILL TO APPROVE RESOLUTION NO. 2023-002 ADOPTING CVAG'S 2023/2024 FISCAL YEAR ANNUAL BUDGET, SALARY SCHEDULE, AND ALLOCATED POSITIONS

THE MOTION TO CARRIED WITH 12 AYES AND 7 MEMBERS ABSENT.

MAYOR GARNER	AYE
MAYOR ORTIZ	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL VICE CHAIR MIRELEZ	ABSENT
TRIBAL COUNCILMEMBER SOULLIERE	ABSENT
TRIBAL CHAIR MILANOVICH	ABSENT
MAYOR GRIFFITH	AYE
MAYOR LAMB	AYE
MAYOR KELLY	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR JEFFRIES	ABSENT
SUPERVISOR SPIEGEL	AYE
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
COUNCILMEMBER WEILL	AYE
MAYOR MATAS	AYE
MAYOR HERNANDEZ	AYE

C. Reimbursement Agreement for Airport Boulevard Bridge Replacement Project (Orange Street to Desert Cactus Drive)

Transportation Director Jonathan Hoy provided the staff report.

IT WAS MOVED BY SUPERVISOR PEREZ AND SECONDED BY MAYOR HERNANDEZ TO APPROVE THE REIMBURSEMENT AGREEMENT WITH THE COUNTY OF RIVERSIDE AS THE LEAD AGENCY FOR THE AIRPORT BOULEVARD BRIDGE REPLACEMENT PROJECT (ORANGE STREET TO DESERT CACTUS DRIVE), PROVIDING A NOT-TO-EXCEED AMOUNT OF \$4,950,000 IN REGIONAL FUNDING FOR ELIGIBLE DESIGN AND CONSTRUCTION COSTS.

THE MOTION TO CARRIED WITH 12 AYES AND 7 MEMBERS ABSENT.

MAYOR GARNER	AYE
MAYOR ORTIZ	AYE
TRIBAL CHAIR MIKE	ABSENT

TRIBAL VICE CHAIR MIRELEZ	ABSENT
TRIBAL COUNCILMEMBER SOULLIERE	ABSENT
TRIBAL CHAIR MILANOVICH	ABSENT
MAYOR GRIFFITH	AYE
MAYOR LAMB	AYE
MAYOR KELLY	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR JEFFRIES	ABSENT
SUPERVISOR SPIEGEL	AYE
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
COUNCILMEMBER WEILL	AYE
MAYOR MATAS	AYE
MAYOR HERNANDEZ	AYE

D. Reimbursement Agreement Amendment for the Improvement of Date Palm Drive between Interstate 10 and Varner Road

Mr. Hoy provided the staff report.

IT WAS MOVED BY MAYOR LAMB AND SECONDED BY MAYOR EVANS TO APPROVE AMENDMENT NO. 1 TO THE REIMBURSEMENT AGREEMENT WITH THE CITY OF CATHEDRAL CITY FOR THE IMPROVEMENT OF DATE PALM DRIVE BETWEEN INTERSTATE 10 AND VARNER ROAD, ADDING AN ADDITIONAL \$516,000 FOR A TOTAL, NOT-TO-EXCEED COST OF \$2,853,000 IN REGIONAL FUNDS FOR DESIGN AND CONSTRUCTION

THE MOTION TO CARRIED WITH 12 AYES AND 7 MEMBERS ABSENT.

MAYOR GARNER	AYE
MAYOR ORTIZ	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL VICE CHAIR MIRELEZ	ABSENT
TRIBAL COUNCILMEMBER SOULLIERE	ABSENT
TRIBAL CHAIR MILANOVICH	ABSENT
MAYOR GRIFFITH	AYE
MAYOR LAMB	AYE
MAYOR KELLY	AYE
MAYOR EVANS	AYE
MAYOR DECONINCK	AYE
SUPERVISOR JEFFRIES	ABSENT
SUPERVISOR SPIEGEL	AYE
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
COUNCILMEMBER WEILL	AYE
MAYOR MATAS	AYE
MAYOR HERNANDEZ	AYE

E. Senate Bill 583 and the Proposed Salton Sea Conservancy

Program Manager Emmanuel Martinez provided the staff report. Supervisor V. Manuel Perez noted that he was requesting the Executive Committee table the item.

Public comment was received from Mr. Anderson, who encouraged the Executive Committee to not take a stance on SB 583.

Supervisor Perez provided an update on efforts to negotiate with the bill's author and introduced Oracio Gonzalez, a lobbyist for the Salton Sea Authority, who joined by phone and provided additional details on negotiations for an amendment.

Member discussion ensued, with members expressing concern on the timing of the legislative calendar as compared with the next Executive Committee meeting. Members also questioned how much compromise could be reached.

IT WAS MOVED BY MAYOR EVANS TO SUPPORT THE ENERGY & ENVIRONMENTAL RESOURCES COMMITTEE RECOMMENDATION TO OPPOSE SENATE BILL 583 RELATED TO ESTABLISHING THE SALTON SEA CONSERVANCY, UNTIL THE LEGISLATION IS AMENDED AND THERE ARE FURTHER DISCUSSIONS THAT SORT OUT DETAILS AND REACH A BETTER POSITION COLLECTIVELY FOR MOVING FORWARD BECAUSE OF THE PASSION THAT IS SHARED FOR THE SALTON SEA.

THE MOTION FAILED FOR LACK OF A SECOND.

Member discussion continued and Mr. Kirk suggested that, due to the Executive Committee's meeting schedule, a position could be taken but pocketed or not communicated until a later date. Members discussed the options, including a special meeting.

IT WAS MOVED BY MAYOR KELLY AND SECONDED BY MAYOR GRIFFITH TO TAKE AN OPPOSE UNLESS AMENDED POSITION ON SENATE BILL 583 RELATED TO ESTABLISHING THE SALTON SEA CONSERVANCY, BUT WITHHOLD COMMUNICATING THAT POSITION TO THE LEGISLATURE UNTIL THE EXECUTIVE DIRECTOR CONSULTS WITH THE CHAIR AND VICE CHAIR OF BOTH THE EXECUTIVE COMMITTEE AND THE ENERGY & SUSTAINABILITY COMMITTEE, AS WELL AS SUPERVISOR PEREZ, ON THE TIMING OF ANY COMMUNICATIONS.

THE MOTION TO CARRIED WITH 11 AYES, 1 NO AND 7 MEMBERS ABSENT.

MAYOR GARNER	AYE
MAYOR ORTIZ	AYE
TRIBAL CHAIR MIKE	ABSENT
TRIBAL VICE CHAIR MIRELEZ	ABSENT
TRIBAL COUNCILMEMBER SOULLIERE	ABSENT
TRIBAL CHAIR MILANOVICH	ABSENT
MAYOR GRIFFITH	AYE
MAYOR LAMB	AYE
MAYOR KELLY	AYE
MAYOR EVANS	NO

MAYOR DECONINCK	AYE
SUPERVISOR JEFFRIES	ABSENT
SUPERVISOR SPIEGEL	AYE
SUPERVISOR WASHINGTON	ABSENT
SUPERVISOR PEREZ	AYE
SUPERVISOR GUTIERREZ	ABSENT
COUNCILMEMBER WEILL	AYE
MAYOR MATAS	AYE
MAYOR HERNANDEZ	AYE

9. **INFORMATION**

- a) Executive Committee Attendance
- b) Transportation Uniform Mitigation Fee (TUMF) Compliance Report
- c) Update on Colorado River Negotiations
- d) Update on the Inland Regional Energy Network
- e) Update on Property Assessed Clean Energy (PACE) Program
- f) Southern California Edison General Rate Case and Imperial Irrigation District Rate Comparison
- g) California Air Resources Board - Advanced Clean Fleets regulation

10. **LEGISLATIVE ITEMS –**

- a) Update on Federal and State Advocacy Efforts
- b) Update from the League of California Cities

Erin Sasse from the League of California Cities provided an update on the state budget and the League's division activities.

11. **PUBLIC COMMENTS ON NON-AGENDA ITEMS**

None.

12. **ANNOUNCEMENTS**

The next meeting of the **Executive Committee** will be held on Monday, September 25 at 4:30 p.m. at the CVAG Conference Room, 73-710 Fred Waring Drive, Suite 119, Palm Desert, 92260.

The next meeting of the **General Assembly** will be held on Monday, June 26 at 6 p.m. at The Penney & Parlour at Desert Island, 71777 Frank Sinatra Dr, Rancho Mirage, 92270.

14. **ADJOURNMENT** – Chair Hernandez adjourned the meeting at 5:09 p.m.

Respectfully submitted,
Erica Felci, Chief Operating Officer

ITEM 7B

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: Update Conflict of Interest Code, Resolution #2023-004/CVAG Policy #23-02

Contact: Elysia Regalado, Management Analyst- Administration (eregalado@cvag.org)

Recommendation: Approve CVAG Resolution 2023-004/ Policy 23-02, amending the Conflict of Interest Code for CVAG and submit the code for approval and filing to its Code Reviewing Body, the Riverside County Board of Supervisors

Background: In November 1989, CVAG's Executive Committee adopted a Conflict of Interest Code along with its appendices.

The Political Reform Act (the "Act") requires all public agencies to adopt and maintain a Conflict of Interest Code containing the rules for disclosure of personal assets. Except for positions listed in Gov. Code § 87200, the Conflict of Interest Code must specifically designate all CVAG positions that make or participate in the making of decisions and assign specific types of personal assets to be disclosed that may be affected by the exercise of powers and duties of that position.

The Act further requires that an agency amend its Conflict of Interest Code when change is necessitated by changed circumstances which include the need to designate positions. CVAG's Executive Committee last updated the Conflict of Interest Code in January 2020.

The 2023/2024 Fiscal Budget, which was approved by the Executive Committee and then adopted by the General Assembly in June, includes new classification and position titles. CVAG is required to file an updated Conflict of Interest Code with the amended positions. These changes include the addition of new positions that must be designated, deletion of positions not required to be designated and revisions to disclosure categories. It also formally adopts the standard code of the Fair Political Practices Commission (FPPC), updating the language as currently used by the FPPC.

A copy of the proposed CVAG Conflict of Interest Code (CVAG Policy 23-02), along with Resolution 2023-004 are included with the staff report.

Fiscal Analysis: There is no cost to CVAG for adopting this policy

Attached: Redlined version of code showing changes
Proposed Conflict of Interest Code (CVAG Policy 23-02)
Resolution 2023-004

CONFLICT OF INTEREST CODE FOR THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

(A Joint Powers Authority created pursuant
to Government Code Section 6501 et seq.)

(Amended ~~January 27, 2020~~ September 25, 2023)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing, Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the Coachella Valley Association of Governments (CVAG).

All officials and designated positions required to submit a statement of economic interests shall file their statements with the ~~Executive Assistant Management Analyst I (Administration)~~ as CVAG's Filing Officer. The ~~Executive Assistant Management Analyst I (Administration)~~ shall make and retain a copy of all statements filed by the Executive Committee and the Executive Director and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of Riverside. The ~~Executive Assistant Management Analyst I (Administration)~~ shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code Sec. 81008).

All officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The CVAG's Filing Officer shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

APPENDIX

CONFLICT OF INTEREST CODE

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

(Amended ~~January 27, 2020~~ September 25, 2023)

PART "A"

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Officials who manage public investments, as defined by 2 California Code of Regulations section 18700.3, are NOT covered by the conflict of interest code but must file disclosure statements pursuant to Government Code section 87200. [Regs §18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments¹:

Members of the Executive Committee

Executive Director

Chief Operating Officer

Deputy Executive Director

Director of ~~Administrative Services~~ Finance and Administration

Investment Consultant

¹ An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200.

DESIGNATED POSITIONS

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Assistant Regional Planner - Transportation	2, 5
Associate Regional Planner	2, 5
<u>Clerk</u>	<u>5</u>
Director of Community Resources	5, 6
<u>Director of Energy and Sustainability</u>	<u>2, 3, 5, 6</u>
Director of Environmental Resources	2, 3, 5, 6
<u>Director of Land and Habitat Conservation</u>	<u>2, 3, 5, 6</u>
Director of Transportation	2, 3, 5
Executive Assistant	5
General Counsel	1, 2
Geographic Information Systems Analyst	5
GIS/Fees Program Director	2, 5
Governmental Projects Analyst	6
Governmental Projects Manager	5, 6
Information Technology Manager	5
<u>Management Analyst (Administration)</u>	<u>5</u>
Management Analyst (Biological Monitoring) <u>(Land and Habitat Conservation)</u>	5
<u>Management Analyst I/II (Coachella Valley Housing First – CVHF)</u>	<u>5, 6</u>
Management Analyst <u>I/II</u> (Community Resources)	5
<u>Management Analyst I/II (Contract Analyst)</u>	<u>5, 6</u>
<u>Management Analyst I/II (Energy and Sustainability)</u>	<u>5, 6</u>

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

<u>Management Analyst (Environmental Resources)</u>	<u>5</u>
<u>Management Analyst (Governmental Projects)</u>	<u>6</u>
Management Analyst <u>I/II</u> (Transportation)	<u>5, 6</u>
<u>Office Manager</u>	<u>5</u>
<u>Program Manager (Conservation)</u>	<u>2, 3, 5</u>
<u>Program Manager (Energy and Sustainability)</u>	<u>5, 6</u>
<u>Program Manager (External Affairs)</u>	<u>5, 6</u>
Transportation Engineer	2, 3, 5
Transportation Program Manager	2, 5

MEMBERS OF BOARDS,
COMMISSIONS AND COMMITTEES

Energy & Environmental Resources <u>Sustainability</u> Committee	1, 2
Finance Committee	1, 2
Homelessness Committee	1, 2
Public Safety Committee	1, 2
Technical Planning Sub-Committee	1, 2 [No longer exist]
Transportation Committee	1, 2
Transportation Technical Advisory Sub-Committee	1, 2 [No longer exist]

Consultants and New Positions²

² Individuals providing services as a Consultant defined in Regulation 18700.3 or in a new position created since this Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Executive Director may determine in writing that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code § 82019; FPPC Regs 18219 and 18734.) The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Gov. Code § 81008.)

PART B

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which ~~he or she~~ the designated is assigned.³ "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in, doing business in, planning to do business in, or have done business during the previous two years in the jurisdiction of CVAG.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of CVAG.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of CVAG, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of CVAG.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by CVAG.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit or other organization, if the source is of the type to receive grants or other monies from or through CVAG or its subdivisions.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)
65285.00001\41594790.2

CONFLICT OF INTEREST CODE FOR THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

(A Joint Powers Authority created pursuant
to Government Code Section 6501 et seq.)

(Amended September 25, 2023)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing, Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the Coachella Valley Association of Governments (CVAG).

All officials and designated positions required to submit a statement of economic interests shall file their statements with the Management Analyst I (Administration) as CVAG's Filing Officer. The Management Analyst I (Administration) shall make and retain a copy of all statements filed by the Executive Committee and the Executive Director and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of Riverside. The Management Analyst I (Administration) shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code Sec. 81008).

All officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The CVAG's Filing Officer shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

APPENDIX

CONFLICT OF INTEREST CODE

COACHELLA VALLEY ASSOCIATION

OF GOVERNMENTS

(Amended September 25, 2023)

PART “A”

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Officials who manage public investments, as defined by 2 California Code of Regulations section 18700.3, are NOT covered by the conflict of interest code but must file disclosure statements pursuant to Government Code section 87200. [Regs §18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments¹:

Members of the Executive Committee

Executive Director

Chief Operating Officer

Deputy Executive Director

Director of Finance and Administration Investment Consultant

¹ An individual holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200.

DESIGNATED POSITIONS

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Assistant Regional Planner - Transportation	2, 5
Associate Regional Planner	2, 5
Clerk	5
Director of Energy and Sustainability	2, 3, 5, 6
Director of Land and Habitat Conservation	2, 3, 5, 6
Director of Transportation	2, 3, 5
General Counsel	1, 2
Management Analyst (Administration)	5
Management Analyst(Land and Habitat Conservation)	5
Management Analyst I/II (Coachella Valley Housing First – CVHF)	5, 6
Management Analyst I/II (Community Resources)	5
Management Analyst I/II (Contract Analyst)	5, 6
Management Analyst I/II (Energy and Sustainability)	5, 6
Management Analyst I/II (Transportation)	5, 6
Office Manager	5
Program Manager (Conservation)	2, 3, 5
Program Manager (Energy and Sustainability)	5, 6
Program Manager (External Affairs)	5, 6
Transportation Engineer	2, 3, 5
Transportation Program Manager	2, 5

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
<u>MEMBERS OF BOARDS,</u> <u>COMMISSIONS AND COMMITTEES</u>	
Energy & Sustainability Committee	1, 2
Finance Committee	1, 2
Homelessness Committee	1, 2
Public Safety Committee	1, 2
Transportation Committee	1, 2

Consultants and New Positions²

² Individuals providing services as a Consultant defined in Regulation 18700.3 or in a new position created since this Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation:

The Executive Director may determine in writing that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code § 82019; FPPC Regs 18219 and 18734.)The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code. (Gov. Code § 81008.)

PART B

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the designated is assigned.³ “Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in, doing business in, planning to do business in, or have done business during the previous two years in the jurisdiction of CVAG.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of CVAG.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of CVAG, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of CVAG.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by CVAG.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit or other organization, if the source is of the type to receive grants or other monies from or through CVAG or its subdivisions.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

RESOLUTION NO. 2023-004

**RESOLUTION OF THE EXECUTIVE COMMITTEE OF
THE COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS TO AMEND THE CONFLICT OF
INTEREST CODE PURSUANT TO THE POLITICAL
REFORM ACT OF 1974**

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code section 81000 et seq. (the “Act”), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the Coachella Valley Association of Governments (“CVAG”) and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the Executive Committee adopted a Conflict of Interest Code (the “Code”) which was amended on January 7, 2020; and

WHEREAS, subsequent changed circumstances within CVAG have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update CVAG’s Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in CVAG being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Executive Committee of, the proposed amended Code was provided for each affected designated position and publicly posted for review; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the Executive Committee on September 25, 2023, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE COMMITTEE OF THE COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS AS FOLLOWS:

1. The Executive Committee does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Management Analyst-Administration and available to the public for inspection and copying during regular business hours;
2. The said amended Code shall be submitted to the Riverside County Board of Supervisors for approval and said Code shall become effective immediately after the date of approval of the proposed amended Code.

3. All previously adopted conflict of interest codes and amendments are rescinded upon the effective date of approval by the Riverside County Board of Supervisors.

PASSED AND ADOPTED by the Executive Committee of the Coachella Valley Association of Governments, this 25th day of September, 2023.

Scott Matas
CVAG Chair

ATTEST:

TOM KIRK
Executive Director

ITEM 7C

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**

**STAFF REPORT**

Subject: CV Housing First: Second Quarter Report for 2023

Contact: Ivan Tenorio, Management Analyst (itenorio@cvag.org)

Recommendation: Receive and file the quarterly report for the CV Housing First program, representing clients served in the second quarter of 2023

Homelessness Committee: Concurs (Meeting of September 18)

Background: CVAG is now in its third year of operating the CV Housing First program with staff. The program is focused on the CV 200, a by-name list of chronically homeless individuals residing in desert cities that have frequent contacts with law enforcement and who are likely to be shelter resistant or who have already fallen out of housing. The list was developed in partnership with CVAG's member jurisdictions and local law enforcement.

CVAG staff has committed to adjusting CV Housing First programming based on the data, and provides quarterly updates to its members about the program. The CV Housing First team uses two primary methods to get clients to housing solutions: rapid resolution and crisis stabilization units, which are residential units, apartments and hotel rooms that CVAG rents to case manage CV Housing First clients. CVAG staff will continue to provide quarterly reports as it provides services in 2023.

CV Housing First Clients – By the Numbers through June 30, 2023

CV 200 as of 6/30/2023	Q1	Q2	Q3	Q4	TOTAL
Clients housed in Crisis Stabilization Units (CSH)	25	36			61
Clients being helped through Rapid Resolution (RR)	0	0			0
Clients returned to the street (failures)	7	9			16
Clients moved into permanent housing from CSH (successes)	18	14			32
Clients moved into permanent housing through RR (successes)	0	0			
Clients moved into permanent housing through Outreach (successes)*	6	1			7

TOTAL HOUSED FROM LIST OF 200	24	15			39
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NON-CV 200 as of 6/30/2023	Q1	Q2	Q3	Q4	TOTAL
Households Housed in CSH Units	0	0			0
Households being helped through RR	0	0			0

Households returned to the street (failures)	0	0			0
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Households moved into permanent housing from CSH (successes)	0	0			0
Clients moved into permanent housing through Outreach (successes)*	0	1			1
Households moved into permanent housing from RR (successes)	0	0			0
TOTAL HOUSEHOLDS HOUSED	0	0			0
TOTAL INDIVIDUALS HOUSED	0	1			1

The data is divided by CV 200 clients – the by-name list of chronically homeless individuals that CVAG maintains in partnership with law enforcement and code enforcement – and non-CV 200 clients. This year, CVAG staff set an internal goal of permanently housing 65 of the CV 200 clients. This would be higher than last year's total of 54 individuals but not quite as high as the 2021 results of housing 75 CV 200 clients. The total number of clients housed or returning to the streets is less than the total helped each quarter, as the grand total includes clients who may remain in their units at the end of the quarter.

CVAG continues to refine its data metrics in order to be transparent about how many and how quickly individuals are housed. This year, CVAG staff added a row to account for CV 200 and non-CV 200 clients who are being permanently housed by the CV Housing First program via outreach efforts, and not case management based in the crisis stabilization units. This group may include CV 200 clients who timed out of a CVAG unit but still were open to outreach services, and were eventually housed by the team. The other group being non-CV 200 clients who engaged with the CVHF outreach team and were provided resources and possibly housed.

During this second quarter, the CV Housing First team also learned that two CV 200 clients were housed by other agencies. These two individuals will be noted in CVAG's records as housed and are not counted in CVAG's totals.

CVAG staff also tracks how long individuals are staying in the program before being housed or returning to the street. The goal is to exit clients within 90 days to permanent housing solutions. Over the past two years, it was not uncommon for the length of stay to exceed 100 days. For the second quarter, the CV 200 clients who successfully exited the program into permanent housing stayed in a crisis stabilization unit on average for **64 days**. Those CV 200 clients who exited the program unsuccessfully stayed on average **59 days**.

This quarter's length of stay is a slight increase over the first quarter. But the overall trend is that the length of stay is shortening and staying under CVAG's 90-day goal. Part of this decrease can be attributed to the work CV Housing First staff does during outreach as they prepare clients for transitioning to living in one of CVAG's residential units, hotel rooms or apartments. The Housing First outreach team has a focus on addressing the lack of vital documentation for the CV 200 clients prior to entry, including obtaining their birth certificates and identification cards that are needed to secure a housing voucher. If the case managers can spend less time gathering these documents when they are in the crisis stabilization units, more time can be spent on the client itself regardless if that is self-care, addressing health concerns, and or even their behavioral health. The CV Housing First team is also working to serve CV 200 clients by coordinating with other outreach efforts, including the newer City-led efforts in both Palm Springs and Palm Desert.

Of the 15 permanent housing resolutions in the second quarter, the breakdown of clients' Exit Destination is as follows:

- Family/Friends – 1
- Rental With Ongoing Subsidy (Permanent Supportive Housing) – 7
- Rental With Ongoing Subsidy (Low Income Senior Housing) – 0
- Rental With Ongoing Subsidy (Voucher for veterans housing) –
- Rental With Ongoing Subsidy (Project-Based Vouchers) – 4
- Rental with No Ongoing Subsidy – 1
- Shared Housing – 2
- Long-term care facility or nursing home – 0

Voucher availability

The second quarter was a drop over the first quarter. This is a trend CVAG also saw in 2022. In both instances, as the fiscal years were wrapping, CVAG staff faced challenges securing both permanent supportive Housing and project-based vouchers. Staff would caution that the lack of vouchers is also impacting the third quarter success rates, which are sluggish as compared to the previous two quarters. This challenge is further exasperated by the limited amount of affordable housing in the Coachella Valley.

The availability of Permanent Supportive Housing and Project-based vouchers was key to success in the first quarter of 2023, when CVAG saw five clients secure housing St. Michaels in the City of Riverside. CVAG staff is keeping an eye on future opportunities, including the Monarch Apartments in Palm Springs that is expected to open this year or the Hadley Villas in La Qunita that is now accepting County vouchers.

Fiscal Analysis: The CV Housing First program, including the staffing and CV 200 program, is incorporated into the CV Housing First budget, which has been funded by contributions from cities, Riverside County, and grants.

ITEM 7D

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: Additional funding from the California Emergency Solutions and Housing Program

Contact: Erica Felci, Chief Operating Officer (efelci@cvag.org)

Recommendation: Authorize the Executive Director to take the necessary steps to accept \$34,393.59 in additional funding from the California Emergency Solutions and Housing (CESH) Program, including amending the scope of work to reflect services offered by the CV Housing Program

Homelessness Committee: Concurs (Meeting of September 18)

Background: The Riverside County Continuum of Care received two rounds of funding from the state's Department of Housing and Community Development (HCD) to administer the California Emergency Solutions and Housing (CESH) Program. The funds can be used for a variety of services to serve the homeless population or individuals who are at risk of homelessness. The State considers eligible services to include housing relocation and stabilization services (such as rental assistance); operating subsidies for permanent housing; flexible housing subsidy funds; operating support for emergency housing interventions; and systems support for homelessness services.

In Riverside County, these funds are distributed through the Continuum of Care Board of Governance. In the first two rounds of funding, the County received more than \$2 million in funding to implement the CESH program. CVAG in 2020 received \$551,930.57 in funding for what was dubbed the "25 Familiar Faces" project, a bridge housing concept that served as a precursor to the CV 200 program and CVAG's current focus on using a Housing First model to serve the chronically homeless population. In 2021, after the Executive Committee authorized bringing the program in-house, Amendment No. 1 was executed to shift funding among the line items. These funds have been spent.

County staff recently identified \$71,778.69 of unspent funding and recommended the funding be reallocated to ensure it was spent. On September 6, 2023, the Board of Governance authorized allocating \$34,393.59 from CESH I to CVAG and \$37,385.10 from CESH II to the Coachella Valley Rescue Mission in Indio. The funds must be spent by May 6, 2024.

Because CVAG's program has evolved since the CESH funding was first awarded, CVAG staff will need to work with County staff to better align the scope of work with CV Housing First programming. Staff is recommending the Executive Director be authorized to take these steps to coordinate the contract amendment and accept the funding.

Fiscal Analysis: The recommended action will provide an additional \$34,393.59 in CESH funding for the CV Housing First program this year. Funding must be spent by May 6, 2024. That will increase the total amount of CESH funding received by CVAG to \$586,324.16 since 2020.

ITEM 7E

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: Representation on the Solid Waste Advisory Council/Countywide Local Taskforce

Contact: Savannah Gil, Program Specialist (sgil@cvag.org)

Recommendation: Appoint the Rancho Mirage Councilmember Ted Weill and City of Indio Environmental Programs Coordinator Sara Toyoda as CVAG's representatives on the Solid Waste Advisory Council/Countywide Local Taskforce, and City of Cathedral City Environmental Conservation Manager Deanna Pressgrove and City of Palm Springs Director of Sustainability Lindsey-Paige McCloy as taskforce alternates, for two-year terms

Energy & Sustainability Committee: Concurred (Meeting of September 14)

Background: The Solid Waste Advisory Council was established by the Riverside County Board of Supervisors in 1981. In 1989, the California Integrated Waste Management Act of 1989 (AB 939) was passed, which established mandated solid waste diversion and recycling requirements. With that, the role of the Solid Waste Advisory Council was expanded to include the AB 939 State-mandated duties of a Local Task Force, forming the Riverside County Solid Waste Advisory Council/Countywide Local Task Force (SWAC/LTF).

With this added function, the responsibilities of the SWAC/LTF were increased to include not only making findings and providing advisory recommendations to Riverside County's Planning Commission and Board of *Supervisors* on all substantive waste management issues and solid waste facility land use matters but also assisting the County and its cities in meeting AB 939 requirements, the preparation and revision of the Countywide Integrated Waste Management Plan (CIWMP), reviewing and commenting on solid waste facilities and their expansions for consistency with the CIWMP, and sending recycling goals to the California Integrated Waste Management Board.

Meetings of the SWAC/LTF are held as needed, generally on the third Thursday of the month, and require a quorum of 11 members. The Riverside County SWAC/LTF provides members with the opportunity to assist the County and its cities in complying with AB 939 mandates, plan for adequate waste disposal capacity and facilities, evaluate waste disposal alternatives and technologies, and influence the direction of waste management practices and legislation.

From 2013 to 2015, CVAG was an active member of the SWAC/LTF. There have been no meetings since 2015. In July 2023, CVAG received a letter from the Riverside County Department of Waste Resources requesting that CVAG re-appoint two primary members and two alternate members to represent the region on the SWAC/LTF. CVAG staff solicited volunteers by contacting its member jurisdictions by email. Four individuals expressed interest.

CVAG staff is recommending Rancho Mirage Councilmember Ted Weill, who is CVAG's Vice Chair this fiscal year, and Indio Environmental Programs Coordinator Sara Toyoda be appointed as primary members. Staff is also recommending Cathedral City Environmental Conservation Manager Deanna Pressgrove and Palm Springs Director of Sustainability Lindsey-Paige McCloy be named as alternates. CVAG staff is recommending the individuals be appointed for two-year terms.

Fiscal Analysis: The SWAC/LTF is organized by the Riverside County Department of Waste Resources. There is no cost to CVAG for this taskforce.

ITEM 7F

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: Clean Air Day – October 4, 2023

Contact: Emmanuel Martinez, Program Manager – External Affairs (emartinez@cvag.org)

Recommendation: Adopt Resolution No. 2023-003 promoting California Clean Air Day to raise awareness of the importance of improving air quality to improve public health

Energy & Sustainability Committee: Concurred (Meeting of September 14)

Background: California Clean Air Day is an annual event celebrated on the first Wednesday in October. As a project of the Coalition for Clean Air, the purpose of Clean Air Day is to raise awareness about the importance of clean air and encourage individuals, communities, and organizations to take steps to improve air quality. It also serves as a platform to engage communities in collective action to reduce air pollution and protect public health.

The Coalition for Clean Air (CCA) was established in 1971 and is California's only statewide public interest organization advocating for clean air. Past accomplishments of the CCA include establishing California's Smog Check program in 1981 as well as banning the dry cleaning chemical "perc," which is considered toxic.

As part of the CCA's efforts, Clean Air Day is an opportunity to educate the public about the impact of air pollution on health, climate change, and equity. According to organizers, government entities, non-profits and other stakeholders can leverage Clean Air Day to disseminate information through various channels, including social media, public health campaigns, community events, and partnerships with local organizations about the importance of clean air and its nexus to public health. It also provides an opportunity to engage communities and encourage community participation and involvement.

Air Day promotes the health and well-being of communities by emphasizing the link between clean air and public health outcomes. Improving air quality is important to reducing respiratory diseases, cardiovascular problems, and other related health issues. In addition, Clean Air Day is an opportunity to advocate for policies and initiatives that support clean air goals. Organizations can collaborate with other stakeholders, such as environmental agencies, transportation departments, and policymakers, to advocate for stricter emission standards, sustainable transportation options, and regulations that reduce air pollution sources.

According to the CCA, Clean Air Day reaches 2 million participants across the state of California. This year Clean Air Day will be targeting kids and students ranging from Pre-K through college age. CCA has created pledges for elementary students, middle school students and high school students that include age-appropriate pledge tasks for each group. More

information about the Coalition for Clean Air and Clean Air Day can be found at CleanAirDay.org.

CVAG staff recently received a request from the South Coast Air Quality Management District to support the efforts. CVAG staff recommends the adoption of the attached resolution.

Fiscal Analysis: There is no cost to adopting the resolution.

RESOLUTION NO. 2023-003

**A RESOLUTION OF THE
COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
RECOGNIZING CALIFORNIA CLEAN AIR DAY**

WHEREAS, Air pollution contributes to higher rates of cancer and heart and lung diseases, which adversely affect health; and

WHEREAS, Riverside County and the Coachella Valley are non-attainment areas and have amongst the poorest air quality in the United States; and

WHEREAS, Emissions from vehicles, industry, and even household sources significantly affects the natural environment, air quality and well-being of Coachella Valley residents; and

WHEREAS, Individual actions such as not idling vehicles, walking or biking to work and school, carpooling, and conserving energy can directly improve air quality in our region; and

WHEREAS, government employees, vendors and elected officials have tremendous power to help lower emissions; and

WHEREAS, Pledges by individuals have shown to result in action; and

WHEREAS, Education about air quality can raise community awareness, encourage our community to develop better habits and improve our community health; and

WHEREAS, Californians will be joining together across the state to clear the air on October 4, 2023; and

WHEREAS, the Coachella Valley Association of Governments is committed to the health of our residents, workforce, visitors, and community at large; now, therefore be it

NOW THEREFORE BE IT RESOLVED that CVAG encourages individuals to recognize that the first Wednesday of October as "Clean Air Day" to protect the health and well-being of our residents, visitors, and workforce.

PASSED AND ADOPTED, by the Executive of the Coachella Valley Association of Governments, County of Riverside, State of California on September 25, 2023.

By: _____

Scott Matas

CVAG Chair

Witnessed By: _____

Tom Kirk

Executive Director

ITEM 7G

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: Contract for Used Oil Recycling Program

Contact: Emily Langenbahn, Management Analyst (elangenbahn@cvag.org)

Recommendation: Authorize the Executive Director to execute a one-year services contract with HF&H Consultants, LLC for a total not-to-exceed annual amount of \$56,995 for the Used Oil Recycling Program, with the option for two additional years, all contingent on receiving a CalRecycle grant

Energy & Sustainability Committee: Concurred (Meeting of September 14)

Background: CVAG, in partnership with its member jurisdictions, has long maintained successful recycling programs for waste tires and for used oil. These programs are implemented through the use of consultants to provide program event coordination and staff services and are traditionally funded through grants secured from the California Department of Resources Recycling and Recovery (CalRecycle). In April 2023, the CVAG Executive Committee approved Resolution 2023-01 authorizing grant applications for tire and oil recycling programs through 2028.

The state's Used Oil Recycling Event Grant program provides funds for local jurisdictions to collect and recycle used oil that would likely be discarded illegally or left on site, leading to unsafe conditions. CVAG has provided used oil recycling events throughout the region since 2003. CVAG generally offers seven events per cycle at various AutoZone locations throughout the Coachella Valley and in the City of Blythe, CVAG also coordinates with Riverside County for collection events to include the unincorporated areas in CVAG's territory, namely Mecca and Thermal.

HF&H Consults, LLC (HF&H) has been assisting CVAG with Used Oil Grant Program services since September 2011, and the firm was selected through a formal procurement process. HF&H has performed these services in a professional and efficient manner, while keeping costs under budget. The contract has been amended several times over the years, with the most recent being Amendment No. 5 that ended as of August 30, 2023.

Rather than just recommend another contract extension, CVAG staff earlier this year issued a request for proposals (RFP) for a consultant to provide grant-funded program services. Staff in June 2023 had provided a recommendation for the Committee's consideration. However, due to a concern that was raised about the procurement process, CVAG staff pulled the agenda item and opted to restart the procurement process.

On July 12, 2023, CVAG staff re-issued the RFP to solicit qualifications-based proposals for a consultant to provide services for the FY 2023-2024 Used Oil Grant Program. The proposal submission period closed on August 9, 2023. CVAG received two proposals: HF&H Consultants, the existing contractor, and Southern California Mountains Foundation – Urban Conservation Corps (SCMF-UCC), which is the contractor for CVAG's tire amnesty program.

A selection committee of three CVAG staff members was established to review, score, and rank the two proposals based on the firm's proposal. Both firms were invited for interviews with the selection committee on August 29, which included questions and a presentation of their understanding of the project and proposed services. The selection committee met immediately following the finalist

interviews, and unanimously recommended HF&H be awarded the FY 2023-2024 Used Oil Grant Program Services.

CVAG is recommending HF&H be awarded the FY 2023-2024 Used Oil Program Grant Program Services contract, with options to extend for the 2024-2025 and 2025-2026 cycles. The contract is contingent upon the CalRecycle Used Oil Grant Program award and funding. The recommended action would also authorize the Executive Director and/or Legal Counsel to make clarifying changes to the contract before execution.

Fiscal Analysis: HF&H cost proposal for FY 2023-2024 is for an amount not-to-exceed \$56,995. The contract's award is contingent upon receiving the CalRecycle Used Oil Grant Award, which covers all costs for the program, including the consultant contract, CVAG staff time, city staff time, advertising, and all necessary expenses for the program. CVAG staff will be applying for another grant from CalRecycle for the 2023-2024 Used Oil Recycling program in June 2023.

The contract provides for two, one-year grant extensions contingent on additional grant funding. Staff would return to the committees for additional authorization should the proposed annual costs for those additional years exceed the current proposal.

Attachments:

HF&H Used Oil Recycling Grant Program Services Contract
HF&H Work and Cost Proposals

SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)

and

HF&F CONSULTANTS, LLC

THIS AGREEMENT is made and effective as of **September 25, 2023** between the **Coachella Valley Association of Governments ("CVAG")** and **HF&H Consultants, LLC ("Consultant")**. In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **October 1, 2023** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **September 30, 2024** unless sooner terminated or extended pursuant to the provisions of this Agreement. CVAG shall have the **unilateral option**, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than **two additional one-year terms**. If the parties are unable to reach an agreement, CVAG, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

2. SERVICES

Consultant shall perform **Used Oil Recycling Program** services consistent with the provisions of the Request for Bids/Proposals for the proposed **CalRecycle 2023-2024 Used Oil Recycling Grant Program** cycle, released on **July 12, 2023**, (the "IFB/RFP,") and any modification thereto adopted in writing by the parties and identified herein as an exhibit to this Agreement, upon issuance by CVAG of written authority to proceed (a "Notice to Proceed") as to either (a) a portion of the work if separate and independent tasks are contemplated or (b) all work if it constitutes a single project.

Except as amended by the exhibits hereto, Consultant is bound by the contents of the RFP and Consultant's response thereto. In the event of conflict, the requirements of this Agreement, including any exhibits, then the Request for Proposals, shall take precedence over those contained in Consultant's response.

The following exhibit(s) are attached and incorporated herein by reference:

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultants Proposal/Bid)

3. PRICE FORMULA

CVAG agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula, and by reference incorporated herein. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$56,995 without a written amendment.

4. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all tasks required hereunder. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

Consultant shall submit informal progress reports to CVAG's Project Manager by telephone, e-mail or in person, on a weekly basis, in a form acceptable to CVAG, describing the state of work performed. The purpose of the reports is to allow CVAG to determine if the contract objectives and activities are being completed in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered.

The Consultant's Project Manager shall meet with the CVAG Project Manager as needed.

5. PAYMENT

(a) If independent and separate Work Orders are contemplated, CVAG shall pay Consultant upon satisfactory completion of each Work Order; and, unless Consultant provides a performance bond, progress payments will not be made on individual or a collection of Work Orders. If all the work constitutes a single project, Consultant shall submit invoices for work completed on a periodic basis, no more frequently than monthly.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth in a duly issued Work Order.

(c) Consultant shall submit invoices for services performed in accordance with the payment rates and terms set forth in Exhibit B. The invoice shall be in a form approved by CVAG.

(d) A formal report of tasks performed and tasks in process, in a form acceptable to CVAG, shall be attached to each invoice.

(e) All invoices shall be consistent with current progress reports as well as the budget and work schedule set out in the RFP and, if modified or supplemented thereby, the exhibits to this Agreement.

(f) Upon approval by CVAG's Project Manager, payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CVAG disputes any of

Consultant's invoiced fees it shall give written notice to Consultant within thirty (30) days of receipt of the invoice.

6. INSPECTION OF WORK

Consultant shall permit CVAG the opportunity to review and inspect the project activities at all reasonable times during the performance period of this Agreement including review and inspection on a daily basis.

7. SCOPE OF WORK CHANGES

The scope of work shall be subject to change by additions, deletions or revisions by CVAG. Consultant shall be advised of any such changes by written notice. Consultant shall promptly perform and strictly comply with each such notice. If Consultant believes that performance of any change would justify modification of the Agreement price or time for performance, Consultant shall comply with the provisions for dispute resolution set out hereinbelow.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) CVAG may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant seven (7) days prior written notice. Upon tender of said notice, Consultant shall immediately cease all work under this Agreement, unless further work is authorized by CVAG. If CVAG suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CVAG shall pay Consultant only for work that has been accepted by CVAG. Work in process will not be paid unless CVAG agrees in writing to accept the partial work, in which case, prorated fees may be authorized. Upon termination of the Agreement pursuant to this Section, Consultant will submit a final invoice to CVAG. Payment of the final invoice shall be subject to approval by the CVAG Project Manager as set out above.

9. DEFAULT OF CONSULTANT

(a) Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CVAG shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to Consultant. Provided, however, if such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) As an alternative to notice of immediate termination, the CVAG Executive Director or his/her delegate may cause to be served upon Consultant a written notice of the default.

Consultant shall then have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, CVAG shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to work performed, costs, expenses, receipts, and other such information that relates to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of CVAG or its designees at reasonable times to such books and records; shall give CVAG the right to examine and audit said books and records; shall permit CVAG to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Unless the RFP or exhibits hereto expressly provide otherwise, upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CVAG and may be used, reused, or otherwise disposed of by CVAG without the permission of Consultant. With respect to computer files, Consultant shall make available to CVAG, at Consultant's office and upon reasonable written request by CVAG, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CVAG, its members and any and all of their officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, which arise out of, pertain to, or relate to Consultant's alleged act(s) or failure(s) to act.

12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain the following: (1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury,

personal injury and property damage; (2) Professional Liability/Errors and Omissions insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 per accident combined single limit, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than \$1,000,000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include CVAG, its member agencies and any other interested and related party designated by CVAG, as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVAG with a certificate and endorsement verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance and endorsements evidencing insurance coverage as required herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVAG. In the event Consultant fails to keep in effect at all times insurance coverage as required herein, CVAG may, in addition to any other remedies it may have, terminate this Agreement.

(c) Consultant's insurance coverage shall be primary insurance as respects CVAG, its member agencies, and any other interested and related party designated by CVAG as additional insureds. Any insurance or self-insurance maintained by said additional insureds shall be in excess of Consultant's insurance and shall not contribute with it and, to the extent obtainable, such coverage shall be payable notwithstanding any act of negligence of CVAG, its members, or any other additional insured, that might otherwise result in forfeiture of coverage. Any failure to comply with reporting or other provisions of the policies, including breach of warranties, shall not affect coverage provided to said additional insureds. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by any party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CVAG.

(d) Said insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California.

(e) Evidence of all insurance coverage shall be provided to CVAG prior to issuance of the Notice to Proceed. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold CVAG, its members and any other additional insureds free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the acts or omissions of Consultant.

13. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to CVAG a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CVAG, its members, nor any of their officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CVAG or its members. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CVAG or its members, or bind CVAG or its members in any manner except as expressly authorized by CVAG.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CVAG shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder. CVAG shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State, Federal and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CVAG, its members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or any other unlawful basis.

15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or will be used against or in concert with any officer or employee of CVAG in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CVAG will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as

a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CVAG to any and all remedies at law or in equity.

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CVAG, nor its designees or agents, and no public official who exercises authority over or responsibilities with respect to the subject of this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without CVAG's prior written authorization. Consultant, its officers, employees, agents, or sub-consultants, shall not without written authorization from the CVAG Task Manager or unless requested by the CVAG Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property of CVAG. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CVAG notice of such court order or subpoena.

(b) Consultant shall promptly notify CVAG should Consultant, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property of CVAG or its members. CVAG retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with CVAG and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CVAG's right to review any such response does not imply or mean the right by CVAG to control, direct, or rewrite said response.

(c) Consultant covenants that neither it nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer, employee, agent, or subcontractor.

18. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CVAG:

Tom Kirk, Executive Director
Coachella Valley Association of Governments
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

To Consultant:

Laith B. Ezzet, Senior Vice President
HF&H Consultants, LLC
2081 Business Center Drive, Suite 265
Irvine, CA 92612]

19. ASSIGNMENT/PERSONNEL

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CVAG.

Because of the personal nature of the services to be rendered pursuant to this Agreement, there shall be no change in Consultant's Project Manager or members of the project team without prior written approval by CVAG.

20. MANAGEMENT

CVAG's Executive Director shall represent CVAG in all matters pertaining to the administration of this Agreement, review and approval of all services submitted by Consultant.

During the term of this Agreement, Consultant shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof.

21. SUBCONTRACTS

Unless expressly permitted in the RFP or the exhibits hereto, Consultant shall obtain the prior written approval of CVAG before subcontracting any services related to this Agreement. CVAG reserves the right to contract directly with any necessary subcontractors in the unlikely event it becomes necessary.

22. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

23. GOVERNING LAW

CVAG and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Riverside County Superior Court, Desert Branch.

Any dispute arising under this Agreement shall first be decided by the CVAG Executive Director or designee. Consultant shall give CVAG written notice within seven (7) days after any event which Consultant believes may give rise to a claim for an increase in compensation or a change in the performance schedule. Within fourteen (14) days thereafter, Consultant shall supply CVAG with a statement supporting the claim. CVAG shall not be liable for and Consultant hereby waives any claim or potential claim which Consultant knew or should have known about and which was not reported in accordance with the provisions of this paragraph. Consultant agrees to continue performance of the services during the time any claim is pending. No claim shall be allowed if asserted after final payment.

24. FINAL PAYMENT CERTIFICATION AND RELEASE

CVAG shall not be obligated to make final payment to Consultant until Consultant has fully performed under this Agreement and has provided CVAG written assurances that Consultant has paid in full all outstanding obligations incurred as a result of Consultant's performance hereunder. All obligations owing by CVAG to Consultant shall be deemed satisfied upon Consultant's acceptance of the final payment. Thereafter, no property of CVAG shall be subject to any unsatisfied lien or claim arising out of this Agreement.

25. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

26. FORCE MAJEURE

Neither party hereto shall be liable to the other for its failure to perform under this Agreement when such failure is caused by strikes, accidents, acts of God, fire, war, flood, governmental restrictions, or any other cause beyond the control of the party charged with performance; provided that the party so unable to perform shall promptly advise the other party of the extent of its inability to perform. Any suspension of performance by reason of this paragraph shall be limited to the period during which such cause of failure exists.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____
Tom Kirk, Executive Director

HF&H CONSULTANTS, LLC

By: _____
Laith B. Ezzet, Senior Vice President

EXHIBIT “A”

SCOPE OF WORK

See following page.

DRAFT

Section 2: Project Understanding & Approach



Approach

HF&H has assisted CVAG with the used oil and filter recycling programs since 2006. Over the past seventeen years, HF&H has developed an advertising strategy based on event-participant statistical data gathered during the used oil and filter recycling events. This data has been the foundation of the ongoing success of the used oil recycling program. HF&H will use the event-participant data gathered during the fiscal year 2022/23 used oil filter recycling events to plan an effective event advertising campaign for this upcoming fiscal year 2023/24.

Beyond statistical data, HF&H has formed strong relationships with event participants and Certified Collection Centers (CCCs). Since 2018, HF&H has gathered and maintained an electronic mailing list for interested residents to receive updates on used oil and filter recycling events. Through this e-mail list, residents have come to rely on HF&H for used oil recycling event information, including email inquiries throughout the year to learn about used oil recycling outside of the events. HF&H has not only performed the CCC site visits in accordance with CalRecycle's requirements, but also connected interested CCCs with free signage from CalRecycle to discourage illegal dumping and encourage proper recycling. HF&H will continue our commitment to fostering strong relationships in the community by maintaining a professional and friendly presence for residents and CCCs alike.

Our experience with assisting CVAG and other jurisdictions with the Oil Payment Program (OPP) grant application and annual report allows us to navigate the complexity of the State's reporting requirements. HF&H will ensure that all documentation, including expenditures, meet CalRecycle's OPP requirements.



Understanding and Experience

CalRecycle administers the Used Oil Payment Program. Cities are eligible to receive funds annually in proportion to their population. CVAG manages the used oil grant programs for nine of its member cities. HF&H Consultants administers the used oil grant programs on behalf of CVAG. HF&H has employed a dynamic public education and outreach program which has resulted in the collection of over 15,000 filters at the used oil filter recycling events since 2006 and over 93,000 filters recycled at Certified Collection Centers (CCCs) since 2008. This success is a direct result of HF&H's demographic research conducted at events and the resulting program enhancements. HF&H's management of the OPP program helped increase the number of filters collected at each event from less than 250 in 2006 to an average of over 1,350 filters annually for the five years ending fiscal year 2019, the last year prior to event cancelations and reductions associated with COVID and reductions in grant funding.

HF&H has developed several tools to facilitate CVAG's used oil and filter recycling events. These tools include a resource for projecting, planning, and tracking the annual budget. The estimated available budget for FY 2023/24 is \$91,280, as shown in Table 1 below, the grant funds are used to pay for:

- Event advertising, such as radio ads, flyers and posters, and utility bill inserts,
- New oil filters for attendees that recycle their used oil filter at a recycling event,
- CVAG staff administrative costs, and
- HF&H costs for planning and staffing the used oil filter recycling event and completing the grant application and annual report.

Table 1 Estimated FY 2023-24 Budget

Prior Year Remaining Funds	\$ 38,351
Estimated OPP 14 Funds	\$ 51,758
Total OPP Estimated FY 2023-24 Budget	\$ 90,109

Promoting Sustained Behavior Change and Developing Well-Informed Recyclers

HF&H's main goal is to increase awareness on the importance of recycling used motor oil and oil filters. To encourage behavior change, HF&H developed a comprehensive survey for event attendees. The survey gathers demographic information, used oil and filter recycling attitudes, obstacles to proper recycling, and other important information that is used to refine the events every year to ensure continued success. At each event, bilingual event staff provide important information on the proper methods of used oil and filter recycling. For the past five years, HF&H has seen a positive trend in oil filter recycling awareness. In fiscal year 2018/19 eighty-four percent (84%) of participants reported they knew that oil filters are recyclable as compared to ninety-seven percent (97%) in fiscal year 2022/23.

Each year, participants are becoming better-informed of proper oil and filter recycling methods, which has also affected recycling behaviors. The number of "self-recycled filters" (filters taken to a local Certified Collection Center on non-event days) increased by over 300%, from 2,372 filters in 2008/09 to 9,500 filters in 2022/23! As shown in Figure 1 below, we have found that oil filter recycling increases, not only on the day of the recycling event, but continues at a high level long after the event, because participants have learned and adopted a new behavior of recycling oil and filters. Over 93,000 filters were self-recycled from 2008/09 to 2022/23.

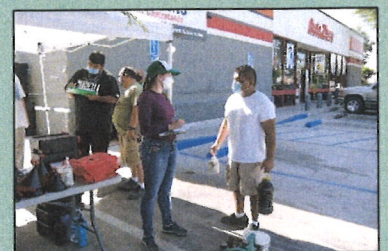
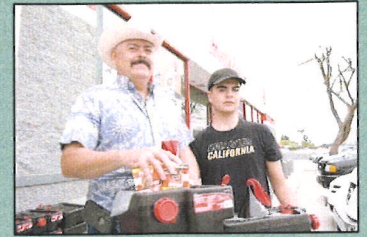
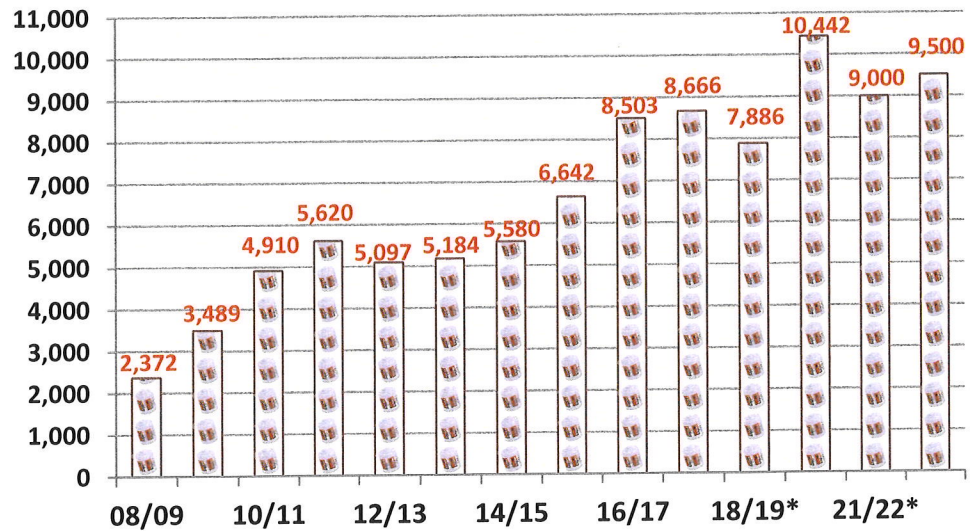


Figure 1: Self-Recycled Oil Filters



*The City of Palm Desert joined CVAG's used oil and filter collection events in 2017/18. Self-Recycled oil filter data is only included for Palm Desert in 2017/18 and after.

Efficiency Through Sustained Long-Lasting Relationships

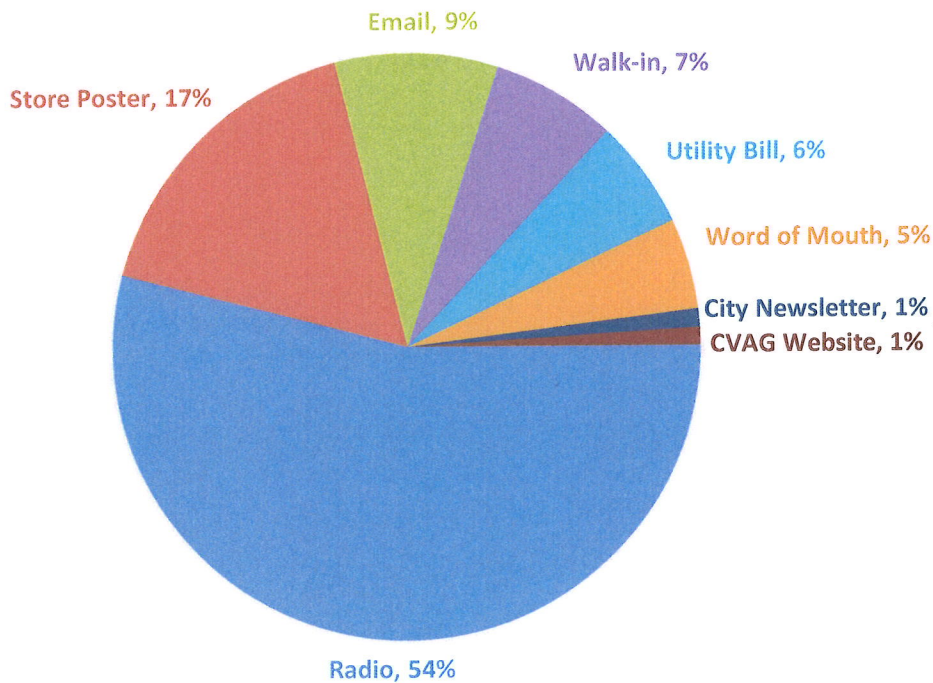
In fiscal year 2006/07, HF&H initiated the use of local radio stations to advertise CVAG's used oil filter recycling events. This targeted outreach has proven to be the most effective event advertising method to date. As shown in Figure 2 below, in fiscal year 2022/23, fifty-four percent (54%) of event participants heard about the events through the radio, the majority of which cited La Poderosa 96.7 (KUNA) radio station explicitly.

HF&H's long-term relationships with KUNA Radio and other vendors used for CVAG's public education and outreach has afforded HF&H the ability to develop successful advertising campaigns for the used oil filter recycling events.

Beyond relationships with vendors, HF&H has worked to establish relationships with regular and repeat attendees. In 2017/18, HF&H began an email list to inform interested community members about the oil and filter recycling events. HF&H reaches out to nearly two-hundred and fifty (250) attendees directly, encouraging them to invite friends and family to the events. As shown in Figure 2 below, in 2022/23, nine percent (9%) of attendees reported that they heard about the event through our email list. Another five percent (5%) heard about the event by word of mouth.



Figure 2: FY 2022/23 Attendance by Advertising Method



Scope of Work

HF&H will perform the scope of work outlined in CVAG's Request for Proposals for the Used Oil Recycling Program. We have described below our experience providing the requested services to CVAG and have included proposed enhancements to the scope of work where appropriate.

Task 1: Pre-Event Coordination

In working with CVAG over the course of seventeen years, HF&H has developed pre-event protocols and tools designed specifically for the CVAG used oil and filter recycling events. These tools include event scheduling surveys, project schedules, task lists, contact lists for jurisdictions and vendors, drawing contest templates, budget guidelines, and pre-event and post-event checklists. HF&H uses these event protocols and tools to coordinate with host cities and event locations, procure advertisements and promotional items, and ensure expenditures fall within the annual planned budget.

For fiscal year 2023/24, HF&H proposes to utilize these protocols and tools to continue the success of CVAG's used oil filter recycling events.

Task 1 Activities:

- Coordinate with CVAG staff to develop an event budget to include event marketing and advertising (radio, print, other media), promotional items, oil filter recycling costs, staff time, and other expenses necessary to complete the program.
- Work with school districts to coordinate a poster drawing contest, coordinate with the CVAG council to select winners, and work with sponsors to obtain prizes for the drawing contest winners.



- Implement social media advertising including CVAG Facebook page, participating cities' social media outlets, and Nextdoor. Implement additional advertising which may include city utility bill inserts, e-blasts to the mailing list, and other creative marketing strategies.
- Design and print promotional flyer and other print media in coordination with CVAG and member jurisdictions.
- Obtain quotes from vendors for promotional items, and media expenditures consistent with CalRecycle allowable expenses, to be approved by CVAG.

Task 2: Used Oil Filter Exchange Events

Since 2006, HF&H has been planning and staffing CVAG's used oil filter recycling events. Through the term of this agreement, HF&H will assist CVAG with the preparation and execution of eight used oil and oil filter recycling events in the member cities, executing the tasks as outlined in this scope of work.

HF&H sees these events as more than a one-time oil and filter recycling opportunity. Staff at the events are trained to provide event participants with information on the negative environmental impacts of improperly disposing of used motor oil and filters to promote sustained behavioral change. HF&H also uses this opportunity to provide important information on the proper handling and disposal of household hazardous waste (HHW) and informs each participant of the curbside recycling opportunities in their city.

In 2008, HF&H initiated a drawing contest at local elementary schools to design the event flyers. This has proven to be a great opportunity to provide environmental information to the future Coachella Valley automobile owners! Each year, HF&H organizes a used oil drawing contest at three local school districts. The contest winner and runners-up are invited to the largest used oil and filter recycling event of the season to accept their prizes and to have their pictures taken for local newspapers.

Task 2 Activities:

- Survey participating cities to create a schedule of events, determine level of city staff participation at the events, assess advertising opportunities and preferences, and identify support needs for member jurisdictions.
- Coordinate with auto parts stores and local jurisdictions to reserve event dates.
- Coordinate the preparation and submittal of special land use permits and certificates of insurance where required.
- Coordinate purchase and delivery of used oil recycling items for each event location.
- Coordinate the development of contracts as appropriate for CVAG approval with media outlets for pre-event advertising and onsite programs.
- Coordinate design, printing, and distribution of event flyers and other printed material.
- Prepare on-site documentation materials for used oil events (pledge card, coupons, and household hazardous waste informational brochures).
- Prior to each event, contact participating store to ensure sufficient capacity for used oil and filters, that promotional items have been delivered, and confirm all event logistics.
- Provide event staffing for all used oil and filter recycling events, including at least one Spanish speaking staff member.



Task 3: Program Measurement and Monitoring

HF&H has gathered attendee data on demographics, recycling behaviors and awareness, and public education and outreach effectiveness through a participant survey administered by event staff. HF&H has also worked closely with the event locations to gather used oil and filter data for periods prior to and after the events. This data has driven the development and revision of the public education and outreach campaigns and informed CalRecycle's annual OPP report.

Task 3 Activities:

- For each filter recycling event, track and document various program measurements including:
 - Number of participants
 - Recycling behaviors and awareness
 - Public education and outreach effectiveness
 - Gallons of oil collected, and
 - Number of filters collected.
- Provide event data to participating auto parts stores.
- Include event data in reports prepared under Task 7 to CVAG staff.
- Coordinate with the event locations to collect data before and after each event.
- Provide a memorandum documenting the event statistics and assessment of program effectiveness.

Task 4: Identify Alternative Program Implementation Options

Each year, HF&H has developed an "Alternative Advertising Campaign" to encourage increased participation at the events and to encourage proper disposal of used oil and used oil filters throughout the Coachella Valley. HF&H collaborates with each participating city to determine the best approach to advertising for their city. Advertising methods employed include:

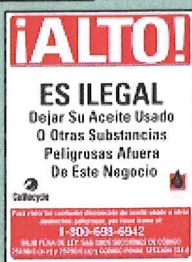
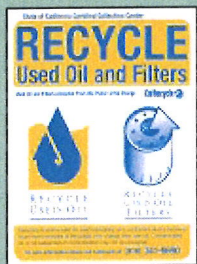
- Radio stations, including Spanish-language, oldies, contemporary, and alternative music
- Newspaper articles
- Online community calendars
- Utility bill inserts
- E-mail sign-up list
- Outreach at College of the Desert and Lucas Motor Speedway
- Large arrow sign at each event
- City websites and newsletters
- Informational calendars

HF&H will assess historical outreach data, gathered during the administration of the event survey, and update advertising methods based on the most effective approaches.

Task 4 Activities:

- Research alternative program implementation options.
- Coordinate programmatic updates with CVAG staff.





Task 5: Certified Center Inspections

Since 2006, HF&H has completed over two hundred (200) CCC site visits throughout the Coachella Valley. HF&H uses the forms and guidelines developed by CalRecycle to perform these visits. Beyond performing the site visits as required, HF&H ensures each CCC visited has appropriate signage and orders new signage from CalRecycle for interested CCCs. HF&H will continue to perform the tasks outlined in CVAG's scope of work and engage with the interested CCCs.

Under CalRecycle's Oil Payment Program, grantees are not required to submit the Certified Center Site Visits Forms with the electronic annual reports; rather, grantees are required to perform one site visit per 100,000 residents and retain documentation of the site visits. HF&H will perform the twelve (12) site visits required through the scope of work, complete the documentation forms, and forward the original forms to CVAG for retention.

Task 5 Activities:

- Conduct inspections at 12 CCCs in accordance with CalRecycle's guidelines for conducting such inspections.
- Inform CVAG if a center refuses to cooperate with an inspection request.
- Compile the results of the inspections in reports prepared for CVAG.
- Arrange for free signage for interested CCCs.

Task 6: Grant Application and Report Assistance

Since 2006, HF&H has assisted in applying for the CalRecycle OPP grant each year, which includes completing the oil program requirements, requesting letters of authorization from each participating city, and completing the annual report.

HF&H has developed a database to record all grant funds expended by CalRecycle expenditure category. This database provides CVAG with the assurance that in the event of an audit by CalRecycle, all grant funds and expenditure records are easily accessible and accurately documented. Each year, HF&H communicates with CVAG's Director of Finance and Administrative Services to compare HF&H's database with CVAG's records. HF&H proposes to continue monitoring the grant funds database and complete the annual report due to CalRecycle each year.

In addition, HF&H gathers used oil and oil filter data from local auto parts stores, hauler curbside collection, HHW and ABOP collection centers, and used oil and filter claims reported by CalRecycle, for inclusion in the annual report.

Task 6 Activities:

- Maintain invoices and receipts for activities related to used oil program.
- Record all used oil program expenditures in database and send database to CVAG annually for review and approval.
- Assist CVAG with filing the used oil grant application, including gathering letters of authorization from each participating city.
- Complete OPP annual report, due August 15 of each year.

Task 7: Provide Support at Meetings as Requested by CVAG

HF&H will provide brief written Used Oil Program Updates for inclusion in the Solid Waste and Recycling Technical Working Group's quarterly meeting packets as requested by CVAG

staff. HF&H would be pleased to attend a meeting and prepare a presentation to share the final results of the used oil and filter recycling events, at the request of CVAG.

Task 7 Activities:

- Provide used oil and filter recycling event participation results following each event.
- Provide updated budget expenditure sheet on a quarterly basis or upon staff request.

Task 8: Solid Waste Presentation at No Additional Charge

HF&H can add additional value to members of CVAG working group through our knowledge and understanding of broader solid waste legislation and industry developments throughout the State. We also have a robust understanding of the solid waste industry in the Coachella Valley from providing consulting services to CVAG member cities including the cities of Palm Springs, Palm Desert, Indio, Coachella, La Quinta, and Indian Wells. In the past, we have presented to CVAG staff and member cities on a variety of industry topics including AB 341 Mandatory Commercial Recycling and SB 1383 compliance, at no additional charge to CVAG. We would be pleased to present on an annual basis upon request. Potential topics may include edible food recovery, recovered organic waste product procurement, SB 1383 compliance, negotiating solid waste agreements, grant opportunities, and more.

Project Timeline

We have prepared the proposed project schedule in Table 2 based on the historical time needed to complete each task.

Table 2 Proposed Schedule for CVAG Used Oil Recycling Program

Activity	Target Date
Task 1: Pre-Event Coordination	October 2023 – January 2024
Task 2: Used Oil Filter Exchange Events	October 2023 – June 2024
Task 3: Project Measurement and Monitoring (i.e., Record Event Data)	December 2023 – June 2024
Task 4: Identify Alternative Program Implementation Options	October – November 2023
Task 5: Twelve Certified Center Inspections	February – July 2024
Task 6: Grant Application and Report Assistance	
A. Grant Application for OPP 15	May – June 2024
B. FY 2023/24 Annual Report Assistance	June – August 2024
Task 7: Provide Support at Meetings as Requested by CVAG	October 2023 – August 2024
Task 8: Optional Solid Waste Presentation at No Additional Charge	Per CVAG's Request



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Exhibit “B”

PRICE FORMULA

See following page.

DRAFT

COST PROPOSAL

HF&H will perform the scope of work as described in our work proposal. Our proposed billing rates and budgets for the project are shown in the tables below and includes event staffing for up to eight used oil filter collection events. Out-of-pocket travel expenses will be billed at actual cost and are included in the proposed cost estimate below. The budget does not include purchasing give-aways, printing, radio promotion, or filter exchange reimbursement.

Proposed HF&H Cost

<u>Base Year</u>		
FY 2023/24	\$150	\$56,995
<u>Option Years</u>		
FY 2024/25	\$155	To Be Determined
FY 2025/26	\$159	To Be Determined

* Budgets for FY 2024/25 and beyond will be determined after available grant funding is determined.

Budgets for FY 2024/25 and beyond will be determined after available grant funding is determined. A detailed workplan for FY 2023/24 is shown on the following page.

Workplan

TASK DESCRIPTION	Engagement Director & Advisor	Project Manager	Event Coordinator and Event Staff	Total Hours
Used Oil Filter-Exchange Events				
1. Pre- Event Coordination				
A. Prepare annual event budget and advertising strategy with CVAG staff.	4	2	4	10
B. Coordinate a Poster Drawing Contest with local school districts.	0	1	8	9
C. Implement additional advertising such as social media, utility bill inserts, and mailing list event announcements.	0	0	8	8
D. Design campaign flyer/posters and other print media. Coordinate production and distribution to stores and other targeted locations.	0	1	10	11
E. Obtain vendor quotes for advertising and promotional items.	0	0	14	14
Task 1: Hours	4	4	44	52
Task 1: Budget				\$ 7,793
2. Used Oil Filter Exchange Events (8 events)				
A. Survey participating cities to create the schedule of events.	0	1	3	4
B. Contact/coordinate with event sites and local jurisdictions.	0	0	8	8
C. Prepare and submit special land use permits and certificates of insurance.	0	1	8	9
D. Coordinate promotional item purchase and distribution.	0	0	4	4
E. Coordinate advertising contracts for CVAG approval.	0	0	4	4
F. Coordinate design, production, and distribution of event advertisements.	0	0	4	4
G. Coordinate on-site equipment and prepare on-site documentation.	0	0	4	4
H. Confirm all event logistics prior to each event.	0	0	2	2
I. Provide staffing for 8 events, including at least one Spanish speaking staff member.	0	16	152	168
Task 2: Hours	0	18	189	207
Task 2: Budget				\$ 31,021
3. Project Measurement and Monitoring (i.e. Record Event Data)				
A. Track and document program measurements for each filter exchange event.	0	1	9	10
B. Provide event data to participating auto parts stores.	0	0	2	2
C. Include event data in reports prepared under Task 7 to CVAG (time shown under Task 7).	0	0	0	0
D. Coordinate with event location to collect pre and post event data.	0	0	5	5
E. Provide a memorandum documenting event statistics and assessment of program effectiveness.	1	1	4	6
Task 3: Hours	1	2	20	23
Task 3: Budget				\$ 3,447
4. Identify Alternative Program Implementation Options	0	1	5	6
Task 4: Budget				\$ 899
5. Twelve (12) Certified Center Inspections	0	0	16	16
Task 5: Budget				\$ 2,398
6. Grant Application and Report Assistance				
A. Grant Application for OPP 15.	0	1	12	13
B. FY 2023/2024 Report Assistance.	2	4	35	41
Task 6: Hours	2	5	47	54
Task 6: Budget				\$ 8,092
7. Provide Support at Meetings as Requested by CVAG				
A. Provide event participation results after each event.	0	1	4	5
B. Provide updated budget expenditure sheet on a quarterly basis or upon staff request.	0	1	4	5
Task 7: Hours	0	2	8	10
Task 7: Budget				\$ 1,499
8. Solid Waste Presentation	Per CVAG's Request At No Additional Charge			
Total Hours				368
Average Hourly Rate				\$ 150
Total Professional Fees				\$ 55,148
Travel Expenses				\$ 1,847
Total FY Fees and Expenses				\$ 56,995

ITEM 7H

Coachella Valley Association of Governments Executive Committee September 25, 2023



STAFF REPORT

Subject: Amendment No. 3 to the Reimbursement Agreement for the Avenue 48 between Van Buren Street and Dillon Road Widening Project

Contact: Randy Bowman, Transportation Program Manager (rbowman@cvag.org)

Recommendation: Approve Amendment No. 3 to the Reimbursement Agreement with the County of Riverside and the City of Coachella for the Avenue 48 Between Van Buren Street and Dillon Road Widening Project, extending the time trigger to commence construction to August 31, 2024; and authorize the Executive Director and/or Legal Counsel to make clarifying changes before execution

Transportation Committee: Concurred (Meeting of September 11)

Background: At its September 2016 meeting, the CVAG Executive Committee received a request from Coachella Mayor Steven Hernandez to make improvements along Avenue 48 in Coachella. The Mayor's request was made in large part as a response to accidents in the area, particularly two pedestrian fatalities that had occurred on Avenue 48 and Luzon Street several days earlier. The Executive Committee considered the project at its December 5, 2016 meeting and approved an agreement with the County of Riverside to perform preliminary engineering and preparation of necessary environmental documentation for the stretch of Avenue 48 between Van Buren Street and Dillon Road.

This segment of Avenue 48 is within the top ten percent of CVAG's 2016 Transportation Project Prioritization Study (TPPS) with 13 points, tying it for the tenth ranked project overall. The proposed roadway improvements will provide two lanes in each direction and include bicycle and pedestrian facilities. The northern portion of the project is within the County of Riverside's jurisdiction, and the southern portion is within the City of Coachella. The County of Riverside is the lead agency for this project.

The reimbursement agreement has been amended twice to allocate additional funding to stages of the project. Amendment No. One, authorized in September 2020, provided for final design and right-of-way (ROW) acquisition. It also established a time trigger to construct construction by August 31, 2022. Amendment No. Two, which was approved in September 2022, authorized the construction phase and extended the time trigger to commence construction to August 31, 2023.

County staff is now seeking another one-year extension on the time trigger. According to the County, ongoing negotiations with property owners for easements and the need to coordinate the design with CVAG's Arts and Music Line has made it difficult to maintain the original project schedule. Construction was not able to start in August. along the south side of Avenue 48 to coordinate with the Arts and Music Line Project and is in final negotiations with the last few property owners.

With the design and right of way activities in the final stages, the County is preparing for the construction phase of the project. County staff has requested a the time trigger to commence construction be extended to August 31, 2024. CVAG staff supports the County's request and is recommending approval of Amendment No. 3.

Fiscal Analysis: There are no additional costs associated with Amendment No. 3. The reimbursement agreement anticipates a total budget of \$4.7 million, with the County and City splitting the local share. CVAG has regional transportation funds available to cover its costs.

Attachments:

Amendment No. 3 to the Reimbursement Agreement
Letter from County of Riverside
Project location map

**AMENDMENT NUMBER THREE
TO THE
REIMBURSEMENT AGREEMENT
BETWEEN
CVAG, THE COUNTY OF RIVERSIDE AND CITY OF COACHELLA
FOR THE
AVENUE 48 WIDENING PROJECT BETWEEN VAN BUREN STREET AND DILLON ROAD**

This **AMENDMENT NUMBER THREE** is made and entered into this 25th day of September 2023, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), the **City of Coachella (City)** and the **County of Riverside (County)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated December 5, 2016 for the Avenue 48 Widening Project between Van Buren and Dillon Road.

- 1. This Amendment Number Three extends the time trigger to commence construction to August 31, 2024.**

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

ATTEST

COUNTY OF RIVERSIDE

Clerk of the Board of Supervisors

Chair of the Board of Supervisors

ATTEST

CITY OF COACHELLA

Gabriel Martin, City Manager

Steven Hernandez, Mayor

ATTEST

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

Tom Kirk, CVAG Executive Director

Scott Matas, CVAG Chair



Mark Lancaster
Director of Transportation

COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY

Mojahed Salama, P.E.
Deputy for Transportation/Capital Projects
Richard Lantis, P.L.S.
*Deputy for Transportation/Planning and
Development*

Transportation Department

May 22, 2023

Tom Kirk
Executive Director
Coachella Valley Association of Governments
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

RE: Request for Time Extension to Begin Construction for the Avenue 48 Widening Project

Dear Mr. Kirk,

The County of Riverside (County) and the Coachella Valley Association of Governments (CVAG) have entered into a reimbursement agreement for Avenue 48 between Van Buren Street and Dillon Road Widening Project (Project) which will add one westbound lane and two eastbound lanes with a raised median between Van Buren Avenue to Dillon Road. Additionally, bike lanes and sidewalks will be constructed on each side of Avenue 48. The initial Reimbursement Agreement was executed on June 20, 2017 for the PA/ED phase of the project in the amount of \$600,000; \$450,000 regional share and \$150,000 local share. On April 27, 2021 Amendment Number One to the Reimbursement Agreement between the County, CVAG and the City of Coachella (City) further divided the local share of the PA/ED so that the \$150,000 would be split evenly between County and City. Amendment Number One also provided funding for Final Design Phase in the amount of \$350,000 and Right of Way Phase in the amount of \$300,000. The additional \$650,000 was split into \$487,500 as the regional share, and both the City and County contributing \$81,250 for the local share. Amendment Number One also established a construction commencement date of August 31, 2022. On September 26, 2022 Amendment Number Two provided funding for Construction, Construction Management/Inspection, and Construction Surveying which will be split into \$2,587,500 as the regional share along with the City and County each contributing \$431,250 for the local share. In addition, the construction commencement date was extended to August 31, 2023.

The County has tried to commit to maintaining the project schedule, but due to ongoing negotiations with property owners for TCEs and PECs along the north side of Avenue 48 and the need to coordinate the design with the recently awarded grant funding for the CVAG Arts and Music Line ATP Project (ATP Project), it is no longer possible to commence construction by August 31, 2023. The County is in the process of completing the Final Design changes along the south side of Avenue 48 to coordinate with the ATP Project and in final negotiations with the last few property owners on the north side. In addition, Imperial Irrigation District (IID) has been put on notice to begin their relocation process for the existing power poles in conflict along the south side within the Project limits. The power pole relocations will be coordinated to stay clear

4080 Lemon Street, 8th Floor · Riverside, CA 92501 · (951) 955-6740
P.O. Box 1090 · Riverside, CA 92502-1090 · FAX (951) 955-3198

of the ATP Project as well.

With the final design and right of way activities in the final stages, the County is preparing for the construction phase of the project and respectfully requests a 1-year time extension to commence construction by August 31, 2024.

Thank you for your consideration to approve this time extension. Please feel free to contact me at mlancaster@rivco.org or at 951-955-6740 if you have further questions.

Best regards,



Mark Lancaster
Director of Transportation

Unincorporated
Riverside County

City of Indio

Lingayan Ave

Luzon Ave

Bataan St

Avenue 48

Indio Blvd

City of Coachella

Dillon Rd

Frederick St

Van Buren St

0

0.03

0.07

0.13 Miles

N



ITEM 7I

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: Engineering Services for the Coachella Valley Broadband Strategic Plan

Contact: Randy Bowman, Transportation Program Manager (rbowman@cvaq.org)

Recommendation: Authorize the Executive Director to negotiate and execute a professional service agreement with HR Green Pacific, Inc. in an amount not to exceed \$978,460 to provide engineering services for the Coachella Valley Broadband Strategic Plan

Transportation Committee: Concurred (Meeting of September 11)

Background: During the 2021-22 California legislative session, the California Legislature passed, and the Governor signed Senate Bill 156, which directed the California Department of Technology to develop a statewide, open-access middle-mile network and allocated a historic \$6 billion to make broadband more accessible. As part of this effort, the legislation allocated \$3.25 billion for middle-mile capital investment in broadband infrastructure to help decrease the digital divide in the state. To increase internet access to homes, businesses and community anchor institutions in underserved and unserved communities, SB 156 also included \$2 billion for last-mile programs, of which \$50 million was allocated for the California Public Utility Commission's (CPUC) Local Agency Technical Assistance (LATA) grant program to support local agencies and tribes expand broadband service to unserved and underserved communities.

In August 2022, the CPUC began accepting grant applications for LATA funding. CVAG staff attended multiple workshops to gather information related to criteria and requirements of the program, and determined the proposed middle-mile infrastructure can be leveraged to facilitate last-mile connections. Such a proposal would bolster the work being done by CV Sync, the regional signal synchronization project now under construction, and coincide with CVAG's coordination with the State on bringing its own middle-mile project to the desert.

At its March 16, 2023 meeting, the CPUC voted to approve \$978,460, the full amount requested by CVAG, to develop a Coachella Valley Broadband Strategic Plan. The Broadband Strategic Plan will include planning, design and engineering work to promote and implement a regional plan to increase access to broadband in unserved and underserved areas. The plan will identify needs, gaps, implementation options, challenges and opportunities to increase broadband access and will leverage middle-mile infrastructure being planned by the state in the Coachella Valley. Ultimately, the plan will facilitate the build of last-mile projects that provide symmetrical 100 Mbps download and upload speeds. Per the grant requirements, the plan will have a focus on underserved and unserved areas in the Coachella Valley. To accomplish this, CVAG staff will continue coordination with all Coachella Valley cities and tribal nations, the Inland Empire Regional Broadband Consortium, Riverside County Department of Education, County of Riverside, the Connectivity Task Force and the Coachella Valley Economic Partnership.

In April 2023, the CVAG Executive Committee, at the recommendation of the Transportation Committee, authorized the Executive Director to take the necessary actions to accept the grant funds and move ahead with the project.

This grant-funded plan is an opportunity to engage and coordinate with CVAG member agencies, various stakeholders and SCAG to identify the Coachella Valley's vision for a broadband initiative, anticipated benefits, challenges, and opportunities, and the strategy and action plan to carry out the vision. The plan is envisioned to ultimately lead to shovel-ready last-mile projects that can reliably provide symmetrical 100 Mbps upload and download speeds to residents, public institutions, and businesses. In addition, the plan and its deliverables will be key to any further applications for broadband grant funding, which continues to be available through various state and federal programs. The scope includes data collection; a market and a needs assessment; gap analysis; phased implementation plan; and the related engineering design and financial analysis.

A Request for Proposals (RFP) was issued in May 2023 that includes the elements contained in the LATA grant proposal. The RFP was properly advertised and posted on June 1, 2023. Five proposals were received by the July 13, 2023 submittal deadline. CVAG assembled a proposal review committee comprised of CVAG staff and representatives of the four CVAG member jurisdictions, which also received LATA grant funding. Proposals were evaluated on July 27, 2023, and a short list of three proposers was selected for interviews. Interviews of the short list were conducted on August 1, 2023.

Consultant	Location	Short-Listed
Guidehouse, Inc.	McLean, VA	Yes
HR Green Pacific, Inc.	Palm Desert, CA	Yes
Magellan Advisors, LLC	Denver, CO	No
Michael Baker International, Inc.	Palm Desert, CA	Yes
Minager & Associates, Inc.	Laguna Hills, CA	No

HR Green Pacific, Inc. received the highest ranking from the proposal evaluation committee for both the proposal and the interviews. HR Green is an established engineering consultant with offices in eight states, a local office in the City of Palm Desert and previous experience in several of CVAG's member jurisdictions. As noted in the proposal, HR Green has conducted similar types of multi-jurisdictional broadband planning in Texas, Minnesota, and Iowa and brings a national perspective. HR Green is currently working on broadband planning with the cities of Palm Springs and Palm Desert, and has identified the CV Sync project designer as a subconsultant.

Based on the proposal evaluation committee's feedback, staff is recommending the Executive Director be authorized to execute a contract with HR Green Pacific, Inc. to proceed with the work on Coachella Valley Broadband Strategic Plan. CVAG staff and HR Green Pacific, Inc. are presently negotiating the terms of the contract, which are expected to be completed for the September 25, 2023 Executive Committee.

Fiscal Analysis: The contract for HR Green is for a not-to-exceed amount of \$978,460, and it will be fully covered by the LATA grant. The work must be completed within two-years of CPUC approval, which would be March 16, 2025.

To date, CPUC has received a total of 126 LATA grant applications, including 117 applications from Non-Tribal Agencies and 9 applications from Tribal Local Agencies. Of those, CPUC has awarded funding to 97 Non-Tribal agencies for a total of \$44,992,171; and four Tribal Local Agencies have been awarded a total of \$2,605,304 with review continuing on the remaining applications. CPUC is no longer accepting applications as funding has been fully committed, for Non-Tribal Agencies, and funding is expected to be fully committed for Tribal Local Agencies upon completion of the review of remaining applications.

In addition to submitting the LATA grant application, CVAG staff reached out to all its member jurisdictions to make them aware of the grant opportunity. This approach helped to identify potential partnerships and also helped increase the potential of these grant dollars coming to the Coachella Valley. Furthermore, the coordination helped to ensure no overlap in the work between CVAG and other cities. CVAG and four member agencies have been awarded LATA grant funds as follows:

CVAG:	\$978,460
County of Riverside:	\$500,000
City of Coachella:	\$234,000
City of Palm Springs:	\$233,500
City of Indio:	\$256,746

The Southern California Association of Governments (SCAG) also received a LATA grant award for \$996,058. SCAG and CVAG are in the top five largest LATA grants awarded to date.

Attachments:

1. HR Green Pacific, Inc. Technical & Fee Proposal:
https://cvag.org/downloads/admin/exec/20230925_HRGreen.pdf
2. Profession services contract for HR Green

PROFESSIONAL SERVICES CONTRACT

between

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS (CVAG)

and

HR GREEN PACIFIC, INC.

THIS AGREEMENT is made and effective as of September 25, 2023 between the Coachella Valley Association of Governments, a California joint powers authority ("CVAG") and HR Green Pacific, Inc., a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on September 25, 2023 and shall remain and continue in effect until tasks described herein are completed, but in no event later than March 31, 2025 unless sooner terminated or extended pursuant to the provisions of this Agreement. CVAG shall have the unilateral option, at its sole discretion, to renew this Agreement and negotiate a revised price, if any, for no more than one (1) additional one-year (1) term. If the parties are unable to reach an agreement, CVAG, at its sole discretion, will not move forward with the renewal option and shall re-bid the work.

2. SERVICES

Consultant shall perform **PROFESSIONAL ENGINEERING SERVICES** consistent with the provisions of the Request for Proposals for the proposed **COACHELLA VALLEY BROADBAND STRATEGIC PLAN**, released on June 1, 2023, (the "RFP,") and any modification thereto adopted in writing by the parties and identified herein as an exhibit to this Agreement, upon issuance by CVAG of written authority to proceed (a "Notice to Proceed") as to either (a) a portion of the work if separate and independent tasks are contemplated, or (b) all work if it constitutes a single project.

Except as amended by the exhibits attached hereto, Consultant is bound by the contents of the RFP and Consultant's response thereto. In the event of a conflict, the requirements of this Agreement, including any exhibits, then the Request for Proposals, shall take precedence over those contained in Consultant's response.

The following exhibit(s) are attached hereto and incorporated herein by reference:

Exhibit A: Scope of Work

Exhibit B: Price Formula (Consultants Proposal)

3. PRICE FORMULA

CVAG agrees to pay Consultant at the rates set forth in Exhibit B, the Price Formula. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of Nine Hundred Seventy Eight Thousand, Four Hundred Sixty dollars (\$978,460.00) without a written amendment.

4. PERFORMANCE

Consultant shall at all times competently perform all tasks required hereunder. Consultant shall employ, at a minimum, generally accepted standards and custom and practice utilized by persons engaged in providing the same or similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

Consultant shall submit informal progress reports to CVAG's Project Manager by telephone, e-mail or in person, on a weekly basis, in a form acceptable to CVAG, describing the state of work performed. The purpose of the reports is to allow CVAG to determine if the contract objectives and activities are being completed in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered.

The Consultant's Project Manager shall meet with the CVAG Project Manager as needed.

5. PAYMENT

(a) If independent and separate Work Orders are contemplated, CVAG shall pay Consultant upon satisfactory completion of each Work Order. If all the work constitutes a single project, Consultant shall submit invoices for work completed on a periodic basis, no more frequently than monthly.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth in a duly issued Work Order.

(c) Consultant shall submit invoices for services performed in accordance with the payment rates and terms set forth in Exhibit B. The invoice shall be in a form approved by CVAG.

(d) A formal report of tasks performed and tasks in process, in a form acceptable to CVAG, shall be attached to each invoice.

(e) All invoices shall be consistent with current progress reports as well as the budget and work schedule set out in the RFP and, if modified or supplemented thereby, the exhibits to this Agreement.

(f) Upon approval by CVAG's Project Manager, payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If CVAG disputes any of Consultant's invoiced fees it shall give written notice to Consultant within thirty (30) days of receipt of the invoice.

6. INSPECTION OF WORK

Consultant shall permit CVAG the opportunity to review Consultant's services at all reasonable times during the performance period of this Agreement.

7. SCOPE OF WORK CHANGES

The scope of work shall be subject to requested changes, additions, deletions or revisions by CVAG. CVAG may request such changes by written notice. Consultant shall promptly perform and strictly comply with each such notice. If any change justifies modification of the Agreement price or time for performance, CVAG and Consultant shall reasonably negotiate any modifications.

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) CVAG may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon Consultant seven (7) days prior written notice. Upon tender of said notice, Consultant shall immediately cease all work under this Agreement, unless further work is authorized by CVAG. If CVAG suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CVAG shall pay Consultant only for work that has been accepted by CVAG. Work in process will not be paid unless CVAG agrees in writing to accept the partial work, in which case, prorated fees may be authorized. Upon termination of the Agreement pursuant to this Section, Consultant will submit a final invoice to CVAG. Payment of the final invoice shall be subject to approval by the CVAG Project Manager as set out above.

9. DEFAULT OF CONSULTANT

(a) Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, CVAG shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default, unless expressly authorized by CVAG, and can terminate this Agreement immediately by written notice to Consultant. Provided, however, if such failure by Consultant to make progress in the performance of work hereunder arises out of causes beyond Consultant's control, and without fault or negligence of Consultant, it shall not be considered a default.

(b) As an alternative to notice of immediate termination, the CVAG Executive Director or his/her designee may cause to be served upon Consultant a written notice of the default. Consultant shall then have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, CVAG shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

10. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to work performed, costs, expenses, receipts, and other such information that relates to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of CVAG or its designees at reasonable times to such books and records; shall give CVAG the right to examine and audit said books and records; shall permit CVAG to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Unless the RFP or exhibits hereto expressly provide otherwise, upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CVAG and may be

used, reused, or otherwise disposed of by CVAG without the permission of Consultant. With respect to computer files, Consultant shall make available to CVAG, at Consultant's office and upon reasonable written request by CVAG, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CVAG, its members and any and all of their officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs, to the extent caused by Consultant's willful, reckless or negligent acts, errors or omissions during Consultant's performance under this Agreement.

12. INSURANCE

(a) Throughout the term of this Agreement, Consultant shall procure and maintain the following: (1) Commercial General Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, personal injury and property damage; (2) Professional Liability/Errors and Omissions insurance in an amount not less than \$1,000,000.00 per claim and in the aggregate; (3) Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 per accident combined single limit, at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto); (4) Workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in an amount not less than \$1,000,000 per accident or disease, Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Agency, its officers, agents, employees and volunteers.

(b) Consultant shall include CVAG, as additional insureds on the commercial general liability policy and the automobile liability policy for liabilities caused by Consultant in its performance of services under this Agreement and shall provide CVAG with a certificate and endorsement verifying such coverage. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least five (5) days notice prior to said expiration date and, prior to said expiration date, a new certificate of insurance and endorsements evidencing insurance coverage as required herein for no less than the remainder of the term of the Agreement, or for a total period of not less than one (1) year. New certificates of insurance are subject to the approval of CVAG. In the event Consultant fails to keep in effect at all times insurance coverage as required herein, CVAG may, in addition to any other remedies it may have, terminate this Agreement.

(c) Consultant's insurance coverage shall be primary insurance as respects CVAG. Any insurance or self-insurance maintained by said additional insureds shall be in excess of Consultant's insurance and shall not contribute with it. Any failure to comply with reporting or other provisions of the policies, including breach of warranties, shall not affect coverage provided to said additional insureds. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by any party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CVAG.

(d) Said insurance policy or policies shall be issued by a responsible insurance company with a minimum A. M. Best Rating of "A-" Financial Category "X", and authorized and admitted to do business in, and regulated by, the State of California.

(e) Evidence of all insurance coverage shall be provided to CVAG prior to issuance of the Notice to Proceed. Consultant acknowledges and agrees that such insurance is in addition to Consultant's obligation to fully indemnify and hold CVAG, its members and any other additional insureds free and harmless from and against any and all claims arising out of an injury or damage to property or persons caused by the acts or omissions of Consultant.

13. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to CVAG a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CVAG, its members, nor any of their officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of CVAG or its members. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against CVAG or its members, or bind CVAG or its members in any manner except as expressly authorized by CVAG.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CVAG shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder. CVAG shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State, Federal and local laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. CVAG, its members, and their officers and employees, shall not be liable at law or in equity for any liability occasioned by failure of Consultant to comply with this Section.

Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, national origin, or any other unlawful basis.

15. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or will be used against or in concert with any officer or employee of CVAG in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of CVAG will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CVAG to any and all remedies at law or in equity.

16. LATA GRANT REQUIREMENT

The sub-grantee, consultant, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

17. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of CVAG, nor its designees or agents, and no public official who exercises authority over or responsibilities with respect to the subject of this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement.

18. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without CVAG's prior written authorization. Consultant, its officers, employees, agents, or sub-consultants, shall not without written authorization from the CVAG Task Manager or unless requested by the CVAG Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property of CVAG. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CVAG notice of such court order or subpoena.

(b) Consultant shall promptly notify CVAG should Consultant, its officers, employees, agents, or sub-consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property of CVAG or its members. CVAG retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with CVAG and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CVAG's right to review any such response does not imply or mean the right by CVAG to control, direct, or rewrite said response.

(c) Consultant covenants that neither it nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer, employee, agent, or subcontractor.

19. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CVAG:

Executive Director
Coachella Valley Association of Governments
74-199 El Paseo, Suite 100
Palm Desert, CA 92260

To Consultant:
Broadband Services

Edward Barrett, Vice President & Practice Leader – Fiber &
HR Green Pacific, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404

20. ASSIGNMENT/PERSONNEL

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of CVAG.

Because of the personal nature of the services to be rendered pursuant to this Agreement, there shall be no change in Consultant's Project Manager or members of the project team without prior written approval by CVAG.

21. MANAGEMENT

CVAG's Executive Director shall represent CVAG in all matters pertaining to the administration of this Agreement, review and approval of all services submitted by Consultant.

During the term of this Agreement, Consultant shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof.

22. SUBCONTRACTS

Unless expressly permitted in the RFP or the exhibits hereto, Consultant shall obtain the prior written approval of CVAG before subcontracting any services related to this Agreement. CVAG reserves the right to contract directly with any necessary subcontractors in the unlikely event it becomes necessary.

23. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the services described in this Agreement.

24. GOVERNING LAW

CVAG and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Riverside County Superior Court, Desert Branch.

Any dispute arising under this Agreement shall first be decided by the CVAG Executive Director or designee. Consultant shall give CVAG written notice within seven (7) days after any event which Consultant believes may give rise to a claim for an increase in compensation or a change in the performance schedule. Within fourteen (14) days thereafter, Consultant shall supply CVAG with a statement supporting the claim. CVAG shall not be liable for and Consultant hereby waives any claim or potential claim which Consultant knew or should have known about and which was not reported in accordance with the provisions of this paragraph. Consultant agrees to continue performance of the services during the time any claim is pending. No claim shall be allowed if asserted after final payment.

25. FINAL PAYMENT CERTIFICATION AND RELEASE

CVAG shall not be obligated to make final payment to Consultant until Consultant has fully performed under this Agreement and has provided CVAG written assurances that Consultant has paid in full all outstanding obligations incurred as a result of Consultant's performance hereunder. All obligations owing by CVAG to Consultant shall be deemed satisfied upon Consultant's acceptance of the final payment. Thereafter, no property of CVAG shall be subject to any unsatisfied lien or claim arising out of this Agreement.

26. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

27. FORCE MAJEURE

Neither party hereto shall be liable to the other for its failure to perform under this Agreement when such failure is caused by strikes, accidents, acts of God, fire, war, flood, governmental restrictions, or any other cause beyond the control of the party charged with performance; provided that the party so unable to perform shall promptly advise the other party of the extent of its inability to perform. Any suspension of performance by reason of this paragraph shall be limited to the period during which such cause of failure exists.

28. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

By: _____
Tom Kirk, Executive Director

HR GREEN PACIFIC, INC.

By: _____
Edward Barrett, Vice President & Practice Leader – Fiber & Broadband Services

EXHIBIT “A”

SCOPE OF WORK

Scope of Work

Task 1: Project Management & Meetings

Task 1.1 – Project Management

Our Project Manager will be responsible for project management activities throughout the life of the contract. We will manage the scope of activities including, but not limited to, coordinating and being responsible for scheduling meetings, managing the project schedule, preparing, and distributing minutes, field reviews, tracking action items for CVAG and our subcontractors, and preparing all exhibits and presentations for CVAG to submit to its committees, peer agencies, stakeholders, and public meetings, as applicable.

Our team's PM, along with other members of the HR Green project team and CVAG staff will engage in the development of a detailed Project Management Plan. The Plan will identify roles and responsibilities related to the project. These roles and responsibilities, which will be identified during the project kickoff meeting, include, but are not limited to, communications, decision-making, project timeline, and administration.

In addition to technical-focused meetings with CVAG, which may or may not need to be in person, our project manager will make provisions to conduct an in-person kick-off meeting; bi-weekly progress meetings with CVAG; and stakeholder involvement meetings.

Our Project Manager is charged with the pivotal role of bringing our company's efforts together with your expectations, budget, and schedule. In our experience, an intermediate deliverable approach is the best way to accomplish this.

We will be accessible and responsive to you at all junctures in the project. Specifically, HR Green proposes the following methods to guide our overall project communication for this project:

Proactive Project Manager: To ensure continuity of the project, our PM, will serve as your main point of contact and oversee all aspects of efficient project management, on-time, and within budget.

The HR Green project manager will be responsible for managing all project tasks, including meeting preparation and maintaining a project management plan, and documentation of all activities and meetings of the project.

Project Scheduling: MS Project, or a similar tool, will be utilized as the primary tool to create and manage the project schedule, including milestones and deliverables. This will be modified based on your needs throughout the project. We will utilize this tool to document progress, to illustrate and track what percentage of each task has been completed, and who completed the task.

Program Coordination: HR Green's Project Manager will be available, as needed, to participate in broader coordination discussions with other members of the project team to ensure interdependencies of schedule and technical natures are understood and planned for.

Additionally, as we approach project milestones, a formal meeting can be held, allowing a focused opportunity to sit down together and review progress on the project.

This approach requires careful listening from the Project Manager to client input. It also requires the Project Manager to closely monitor the project schedule and budget to know when these milestones are approaching. Please note, finally, that it invites active participation from you as part of our team. Your voice is crucial to the success of this management approach.

Meetings and Stakeholder Involvement: Our team will conduct bi-weekly project meetings. In addition, we will conduct stakeholder involvement meetings and presentations to CVAG committees.

We will facilitate bi-weekly virtual meetings throughout the project to provide updates to CVAG's project team and stakeholders. Topics could include the status of the project, major milestones, deliverables, potential problems, plans for the next period, other progress issues, and ensuring alignment on project goals. We will also use these meetings to seek approval of CVAG's project team leader of our team's recommendations.

Our Project Manager will work with CVAG to establish the dates and times of these meetings. Prior to each meeting we will provide CVAG with a written agenda for the meeting and prepare written meeting minutes and submit them to CVAG after the meeting. The minutes will include issues discussed and the resolution or action required to resolve any issues. At each Progress Meeting, we will provide a four-week horizon schedule to be used in monitoring the progress of the work.

Our team's Project Manager will conduct or otherwise assist CVAG in preparation for and participation in the following meetings:

- One kickoff meeting
- Bi-weekly project meetings (in-person or remote, as approved by CVAG)
- Meetings with stakeholders and member agencies
- CVAG Transportation Committee (up to 2 meetings)
- CVAG Executive Committee (up to 2 meetings)
- Three staff-level meetings each per nine cities, County of Riverside, four tribal councils, and CPUC representatives
- Stakeholder meetings with regional telecommunications providers, education sector representatives, business sector representatives

Our team will conduct a mutually agreed upon number of stakeholder interviews with local businesses, business organizations, health care providers, educational providers, other governmental organizations, the residential and non-residential development community, the residential and non-residential brokerage community, regional site selection individuals or companies and broadband providers regarding current and future broadband needs. We will be responsible for arranging, coordinating, and providing technical information, exhibits, and documentation for presentations.

Quality Assurance

Our Project Manager has total responsibility for the accuracy and completeness of the deliverables furnished under the Project and will meet that responsibility through quality assurance practices standard to the profession.

Our quality assurance practices ensure the following:

- All work is done in accordance with good engineering practice and all analysis and technical work meets the standards set forth herein.
- A process has been established whereby all deliverables and analysis are checked, corrected, and backchecked in accordance with accepted practices.
- Deliverables and computations are accompanied by supporting documentation that may include copies of appropriate lists of deliverables, tables, etc.

Project Progress

Our team has well-established internal accounting methods and procedures, which we will share with CVAG to ensure that they are acceptable for documenting and monitoring contract costs.

Our project manager will report in a timely manner, through correspondence or progress reports, whenever it appears that approved schedules will not be met, and whether the reasons are within our team's control. In the event the Scope and Schedule of the Services are modified, and the modified Schedule is approved by CVAG, our team's project manager will submit a revised schedule.

On a monthly basis, our project manager will prepare and submit to CVAG a monthly status report that indicates the work progress achieved during the period. Our report will summarize the actual work progress compared with estimated progress and will identify problem areas, provide evaluations, recommendations, and an outline of the process which our team will follow to rectify the problem(s). The progress report will be submitted with our monthly invoice. Progress reports will include the total number of hours worked by our team and our subconsultant. Our monthly report will address the following areas:

- Physical progress
- Amendment summary history
- Narrative status report
- Comparisons for actual progress vs. earned and planned progress for physical (%complete), performance (hours complete) and cash flow

➤ DELIVERABLES

- Meeting agendas
- Minutes
- Technical memos and reports
- Staff reports and attachments
- Presentation materials
- Ongoing project management

Task 1.2 – Kickoff Meeting

Our team will conduct a project kickoff meeting with CVAG to refine and clarify the project's objectives. We will provide an anticipated project schedule at the meeting.

Our Project Manager and core project team members will meet with the City's project manager and staff to launch the project. The kick-off meeting will enable an understanding of CVAG's long-term vision and expected timeline. Our team will seek guidance on any potential hurdles or areas of concern, as well as insight into CVAG's knowledge of broadband service providers' plans for future expansion.

An effective kickoff meeting sets an important tone for the work to follow. In this meeting, we will facilitate important discussions to create alignment between CVAG staff and HR Green team members. Specific agenda items for the kick-off meeting include:

- Introduce team members, identify project stakeholders, and clarify responsibilities.
- Confirm project goals, objectives, and milestones.
- Discuss the data and information request with the CVAG's project team. The items in the request could include relevant maps, studies, documents, existing CVAG GIS data (e.g., fiber assets, other related infrastructure) and data related to permitted construction projects, upcoming capital projects, and existing CVAG policies.
- Discuss initial project plan, which will be submitted to the CVAG's project manager prior to the meeting.

The goal of this meeting is to hear from the CVAG's project team. During this meeting, our team will present an overview of our approach, as well as lessons learned from similar client projects. Based on the project goals and priorities discussed at the meeting, as well as other feedback received, we will refine the initial project plan to reflect any updates or changes to the scope or timeline.

➤ DELIVERABLES

- Kickoff meeting agenda
- Initial Project Management Plan that outlines tasks, deliverables, schedules, and responsibilities
- Data and information request

Task 2: Grant Administration & Application Development

Task 2.1: Grant Administration Assistance

Per CPUC requirements, our experienced grant administration team will assist CVAG with administering the LATA grant and periodic reporting. We will utilize the information available on the CPUC LATA grant website to guide our administrative work, as well as the information available on the LATA reporting requirements website to guide our work regarding periodic reporting.

➤ DELIVERABLES

- Grant administration assistance
- Grant reporting assistance

Task 2.2: Grant Funding Application Development

To find appropriate funding sources, our approach will include the evaluation of options for fund development. The ability to leverage federal, state, and regional grants and programs can provide substantial benefits when economic feasibility is being studied. Our team will help CVAG evaluate federal and state programs that fund community networks and allow you to piggyback on these programs to offset the cost of buildout.

The HR Green team will assist CVAG in reviewing and determining eligibility for state and local grants and develop one or more grant applications in collaboration with staff. If CVAG decides to apply for funding for the construction of proposed improvements, our team will be responsible for assembling the necessary grant applications and supporting documents for each grant CVAG elects to pursue.

➤ DELIVERABLE

- Federal and state sources of funds matrix for relevant programs
- Grant application materials and attachments

Task 3: Broadband Strategic Plan

Task 3.1: Data Collection

The network architecture is the basis for network design and engineering. HR Green team members will evaluate valley-wide existing fiber-optic network and its architecture to understand its capability and how best to leverage this asset. This evaluation will reflect existing conduit, fiber-optic, vaults, and boxes and related outside plant infrastructure. It will also reflect capacity and usability, as well as the existing electronics and communication equipment and their appropriateness to serve the extended network.

HR Green has robust internal GIS services. Because of the in-depth GIS we use, we have developed tools that are an important part of our broadband feasibility and analysis. Not only do they show current information, but the tools that we developed also provide project costing information and, thus, the ability to do near-real-time “what if” modeling, a key for fluid evaluations like this one. Many consultants will provide you with a static map. We believe it is important for you to have real-time, GIS-based information. Our tools will help you better understand what you are seeing, give you the ability to explore various models, and retain the information for future phases.

The HR Green team along with our subconsultant, Advantec will assess existing broadband infrastructure assets, as well as fiber assets and related facilities within the Valley and other key locations included in this planning effort. This assessment will reflect existing conduit, fiber-optic, vaults, and boxes and related outside plant infrastructure, as well as the existing electronics and communication equipment and their appropriateness to serve the extended network. We will collect this information and then update and organize it. Our team will evaluate these assets' condition, capacity, and suitability to the degree this can be done within the budget. Advantec's knowledge and data from infrastructure owners will play significant roles in asset evaluation. As part of this assessment, our team will coordinate with CVAG on their deployment of the CV-SYNC project and other regional middle-mile network deployment efforts including CENIC and Caltrans along I-10. It is worth noting that our team coordinated with CVAG and other regional organizations during our broadband planning work with the City of Palm Desert, and our subconsultant team, Advantec was the primary design and engineering team for both phases of the CV Sync project.

Communities can make key public policy decisions that can protect its interests while incentivizing fiber deployment within preferred public right-of-way locations; expedite the fiber application review and approval process that incorporates colocation and incentives; and establish permit fees for fiber deployments.

We will conduct an inventory of local policies and plans, and physical assets pertaining to broadband infrastructure. Our team will obtain current administrative and codified policies from each stakeholder pertaining to the planning, design, installation, permitting and operations of underground and overhead facilities. In addition, we will obtain from each stakeholder GIS data regarding their current broadband assets in the public right-of-way throughout the Coachella Valley including conduit, fiber, antennas, poles, towers, abandoned facilities, active facilities, and other infrastructure to determine their usefulness for expanding broadband within the region. The following components will be analyzed:

- General plan, master plans and other land use policies
- Broadband-specific plans, policies, and ordinances, including dig once/open trench/shadow conduit/ excavation policies, aesthetics policy, GIS logging and digital plan submission
- Broadband infrastructure construction standards, including conduit specifications, broadband building standards, smart building requirements, and
- specifications for public facilities, new construction, and major remodeling projects
- Fiduciary requirements, constraints, and procedures, including those related to municipal network
- operations and ownership, and the private use of municipal assets, including but not limited to master leases
- Overhead and underground facility maintenance procedures
- Underground conduit, innerduct, empty and available conduit
- Fiber cables, strand counts, splice points, terminations and utilized strands
- Vault and handhole locations
- Available and reserved capacity throughout the network
- Construction and placement method policies
- Current as-built plans and documentation
- Terminating locations and public facilities

- Converting to GIS CAD files from the CV Sync project
- GIS mapping including publicly owned property, right of way, easements
- Location of capital improvement projects and economic development zones
- Current and planned locations of public safety cameras and traffic signal interconnect

The budget on this project will be tight. Most of the above data will need to be shared in GIS files for HR Green to import. Data conversion from CAD to GIS in the CV Sync project will focus on the assets needed for visioning and design in this project and what will not consume too much of the budget.

Our team, in partnership with CVAG, will request GIS files, capital projects, regulatory, planning and development data from the partner agencies to develop a broadband asset report and map. Using this data, our team will build geo-correct layers with metadata of the following:

- Conduit and fiber, identifying placed conduit, type, size, status (occupied/vacant) and related information
- Poles, traffic signal cabinets and other assets to be used for expanding broadband
- General, Economic Development, Transportation and Capital Projects Plans to identify strategic and cost-effective methods of deploying and expanding broadband in a planned, organized and phased approach

We will assess planned projects that may create opportunities to install additional conduit and fiber through long-term capital projects schedules, public rights-of-way encroachments and development agreements, and build a map that identifies the projects where broadband infrastructure could be installed over a 10-year period.

➤ **DELIVERABLES**

- Regulations and procedure inventory report
- GIS mapping with metadata of existing and proposed broadband and broadband-related infrastructure
- Broadband infrastructure implementation report
- 5-to-10-year CIP plan

Task 3.2: Market Assessment

The broadband coverage available has changed from something nice to have, to becoming incredibly important. Education, working from home, Economic Development, keeping youth in the area, telemedicine, etc. all need good connectivity. Competitive analysis of the availability of coverage is challenging due to the fluidity of market pricing, products offered and differences in the various sectors that need to be understood. We begin the task of understanding coverage with a Market Assessment. This is an analysis of industry data that shows what providers report their coverage to be.

To begin this analysis, the service offerings of each primary provider throughout the Valley will be examined, cataloged, and compared with a few other areas of similar size. This information will come from a variety of sources, including CVAG's comprehensive broadband database, local agencies, third-party research, and information obtained from the providers themselves.

A second step to verify this data can be focused feedback. We will discuss options for that in the next task. This Analyzing Survey Data can shed light on the actual practice of providers and, more importantly, on pricing and satisfaction, as well as determining what needs are in demand and are not supplied by the marketplace.

This market analysis will help CVAG gain an understanding of what service offerings are currently available to governments, businesses, and residents in CVAG's service area. It will identify the available services, providers, service levels, pricing, and access. Our team will document all privately-owned networks and research incumbent providers that currently serve the market as well as potential new entrants.

We will analyze the current market and delineate served, underserved, and unserved areas that have a need for broadband but currently lack the necessary infrastructure. Our team will also work with the local providers to understand and document their current needs.

The provider reported data provides a good starting point of data, but it is known to have inaccuracies. We check this data with the survey results to either confirm or challenge the Market Assessment data. This is an important process because the provider reported data is what government agencies use to determine grant eligibility. Checking it to make sure areas that have broadband issues are shown as grant-eligible is an important step in this process.

➤ **DELIVERABLE**

- Market assessment report

Task 3.3: Needs Assessment

HR Green team members will coordinate with CVAG staff to develop and implement a valley-wide engagement program that includes residents and business owners, as well as other key stakeholder groups. Surveys of residents and business owners will help your decision makers better understand needs throughout the Coachella Valley. In key economic areas, we will incorporate questions around providing public Wi-Fi that could be used to bridge the digital divide, EV charging stations, smart streetlights/ poles, and other opportunities to make these business districts to be a point of destination and retain consumers in these areas for a longer period of time.

Outreach Plan

Our outreach plan includes the delivery of surveys for residents and businesses to determine the desire for broadband service; current market conditions and deficiencies, predicted take rate and optimum monthly cost users would be willing to pay for the service; stakeholder needs and what role government organizations such as CVAG should take in providing the service.

Our team will work together with CVAG to effectively market the survey to ensure a strong response rate, including the use of social media, partnering with local business groups and partner agencies, and posting the survey on CVAG's website. Result rates strongly mirror the survey promotion efforts. We will work with CVAG to develop a promotion process that incorporates the stakeholders who have the greatest influence on their constituents (cities, counties, etc.) and enlist their expertise and efforts for promotion. It is important to note that the survey will include a link to a speed test website. Once on the speed test website, testing will be conducted to determine actual upload/download speeds in a manner that can be verified and documented. To obtain the best possible speed test results, the person completing the survey should complete it from their residence or business.

Survey data will be collected via GIS-enabled tools to enable a deep understanding of conditions neighborhood by neighborhood.

Constituent Survey

The survey will include a detailed list of questions to capture the data needed. The survey will request information about phone, television, and Internet services: which provider is used; at what costs; what they like and dislike today or would wish in the future; and even a bit about what they do with Internet services.

We will ask questions about the composition of their household, do they have children; do they work at home, solely or occasionally, and the age of the respondent. We will also ask what is important to them personally, what do they value about communications services and what is important to the community and, most importantly, what they think the CVAG should do. If business districts offered free public Wi-Fi, would that encourage you to stay and shop longer?

Stakeholder Agreement

In terms of assessing the needs for communications infrastructure in particular, our team will conduct in-depth discussions with representatives of the city and county governments, as well as other key stakeholders who have technical knowledge and operational responsibilities for activities that include or could include communications infrastructure. HR Green will approach this needs assessment effort broadly, seeking to gather input from staff not just on governmental operations, but also on needs for public facing Wi-Fi, commercial broadband services, residential broadband services, and communications support for emerging technologies. In this way, the outreach to city and county staff will provide inputs on needs in the other sectors, as well.

Through this outreach we will seek to identify fiber broadband needs, and to develop an anecdotal inventory of opportunities and functions that fiber connectivity might support. This outreach will include, to the extent feasible, an attempt to identify the leased circuit costs that could be reduced or eliminated through potential expanded CVAG-owned fiber.

Through these discussions our team will also seek to identify current or necessary policies, procedures, regulations, engineering standards, budgets, etc. that would have a positive effect on the CVAG's ability to implement the Plan.

These discussions shall also enable us to identify opportunities for efficient, cost-effective deployment options. Across the Valley, there may be many initiatives, such as street furniture replacement, that could become part of an overall strategic plan for technology deployment

(Kiosks, bus shelters, streetlights, traffic signals, and benches are all potential targets of opportunity for a coordinated plan).

Because our team routinely works closely with public agencies, we are keenly aware of the importance of creating alignment in key stakeholder groups. To develop a list of stakeholders, our team will work with the CVAG Household Composition Survey about the composition of their household, to identify a comprehensive list of key stakeholders to include in the engagement (e.g., Airport, Public Works, Economic Development, Public Safety, Traffic, and other Internet of Things [IoT]-related project areas), as well as representatives of other stakeholder groups (e.g., the business community, schools, anchor institutions).

We will conduct meetings via videoconference or teleconference with representatives of key potential user groups (e.g., government, schools, anchor institutions, businesses, residential) to gain a better understanding of current and future broadband and technology needs and issues. We find the most effective format for these interviews to be in group settings where participants are encouraged to share open, honest feedback with our team. During these meetings, we will uncover key information about the needs of the community including what locations are underserved or unserved and digital equity issues including access, affordability, availability of devices, and digital literacy.

One of the key objectives of this stakeholder engagement will be to identify how best to position and future proof CVAG to maximize economic development, including retaining current businesses and attracting new businesses. Our team will conduct stakeholder meetings to explore the impacts of the Valley's current and potential future broadband services on economic development.

Potential individuals or groups to be considered could consist of the following examples:

- CVAG staff
- City and County staff
- Tribal leadership
- Airport staff
- Caltrans, CENIC
- Other regional government organizations, such as SCAG, OneFuture Coachella Valley, and the Inland Empire Regional Broadband Consortium
- School Districts
- Private and Public Charter Schools
- Higher education institutions including College of the Desert; California State University, San Bernardino; and University of California, Riverside
- Business community and nonprofit organizations including impacts on home-based businesses and workforce attraction, including Chamber of Commerce and the Coachella Valley Economic Partnership
- Healthcare providers
- Public Libraries
- Senior resources
- Public safety organizations
- Public Housing Authorities
- Local utility companies, including SCE and IID

From a regional planning/infrastructure engagement perspective, HR Green is actively involved in the planning and execution of large scale, regional infrastructure programs. This outreach is crucial for the development of accurate costs on a project of this scale, as alignment with regional projects can offer significant cost savings by creating opportunities to collocate the deployment of fiber and broadband infrastructure alongside planned projects.

In addition to these meetings, our team will meet with Internet Service Providers. These meetings would focus on involving them in the process, building relationships, and discussing infrastructure and backhaul options.

We will also work with Coachella Valley cities and tribes, as well as the County of Riverside to develop a tool for residents and businesses in the Coachella Valley to access and learn information about what service offerings are available in their neighborhood or Census block, including speeds, pricing, and other key information for service selection. The tool may be a website, online portal, or similar setup and may consist of existing tools such as publicly available broadband mapping data, links to service providers availability websites, and/or newly collected data from the service providers or other resources specific to CVAG.

Our team and CVAG will work with stakeholders and cities to investigate the most feasible option and assist with collecting data and designing the chosen tool.

➤ **DELIVERABLES**

- Broadband survey and results
- Survey marketing plan
- Online broadband look-up tool

Task 3.4: Gap Analysis

Based on the deliverables of Tasks 3.1 through 3.3, and our team's work experience, we will develop a gap analysis that identifies key issues and barriers related to ensuring that CVAG communities have access to 100 Mbps symmetrical broadband services. Our analysis will review gaps in:

- Local regulations affecting the planning, design, installation and operation of broadband infrastructure
- Broadband infrastructure including fiber-optic and wireless assets
- Broadband availability, affordability, and speeds
- Digital equity
- Digital literacy programs

The outcome from our analysis will include recommendations for filling each of these gaps. These recommendations could include updating and/or aligning local regulations, the deployment of new fiber-optic and wireless broadband infrastructure, working with broadband providers to improve availability and quality of services, approaches to ensuring that all locations of the community have equal access, assisting in developing partnerships with Community-Based Organizations, and recommending educational programs to increase digital literacy.

➤ DELIVERABLE

- Broadband gap analysis report

Task 3.5: Phased Implementation Plan

Taking into account the deliverables from the previous tasks, the HR Green team will develop a prioritized, phased approach to deploying additional fiber. This approach may include recommendations for using wireless infrastructure, such as Wi-Fi or CBRS, to meet the immediate needs of the community. We will identify near term, high-impact projects that will demonstrate capabilities and competence for the Coachella Valley, while minimizing capital investment. Our team will provide a roadmap for fiber infrastructure deployment, based on the priorities of various communities and with clear milestones that should be achieved along the way.

➤ DELIVERABLES

- Phased implementation plan and report
- GIS mapping with metadata
- Concept-level project cost estimates and schedules

Task 3.6: Governance

We will utilize our team's experience to develop a plan for governance in coordination with regional stakeholders including city, county, and tribal governments, schools, community college districts, and other regional stakeholders. Working in tandem with CVAG, our team will engage these entities to understand their broadband needs and willingness to collaborate with CVAG on deploying additional broadband infrastructure to benefit their constituents.

We anticipate working with the following community partners. This is by no means a final list, as we expect to be adding to this list as we develop the governance plan.

- Tribal, County, and City departments including IT, Planning, Public Works, Economic Development, and the City Manager's Offices
- Anchor Institutions such as Healthcare facilities, schools, and libraries
- Public safety agencies
- Transportation & Utilities
- Residents & Community groups
- Non-profit organizations

While we develop the plan, we will identify best practices for forming governance structures and assist with building support for the network's governance. This process which may include:

- Engaging councils, commissions, and community stakeholders
- Educating and achieving support from internal champions and cities wanting to connect to the middle mile network
- Organize diverse task force and project advocates
- Providing recommendations about best practices for a governance structure which may include a joint powers agreement or other joint organization.

➤ DELIVERABLE

- Governance strategy report

Task 3.7: Business Model Evaluation

Based on the community information gathered during preceding tasks, the HR Green team will identify and develop the most appropriate business model option for broadband expansion which may include opportunities for joint build, partnership options, regional collaborations, considerations about the competitive environment, and funding.

HR Green staff will help CVAG to set a vision and goals for the potential future planned wireless and fiber deployment throughout the Valley. Agencies considering deployments typically share common objectives when considering an investment in a telecommunications network. In our experience, most communities have some or all the following goals:

- Ubiquity
- Ownership and Control of Assets
- Affordability
- Performance
- Consumer Choice
- Risk Aversion
- Competition in the Market
- Positive Cash Flow

In many cases, decisions on these factors can and will drive the selection of the preferred ownership and operating structures. Choosing which goals and objectives can be complementary, while others lie in strict opposition. Our work will surface these competing objectives and provide the staff with a sound footing upon which to make recommendations on a path on which to base its future decisions.

Our team, in collaboration with CVAG will investigate and provide various scenarios including all feasible public or private options or a combination of public and private options for fiber construction and implementation. We will explore various options around public and private ownership, as well as the possibility of leasing conduit and fiber. We will share best practices in other communities that have had experience with leading a broadband effort in their communities. Business model strategies that will be shared include:

- Full Municipal Broadband
- Publicly owned, private services
- Hybrid ownership
- Private developer open access
- Full private broadband

Some of the key questions that our team will address in this task could include:

- What opportunities exist for CVAG to leverage its existing infrastructure to provide additional broadband service options to unserved and underserved locations?
- How might joint investment in broadband infrastructure be accomplished between CVAG and other public or private sector organizations?

- What legal and operational structures should be considered by CVAG and other organizations in use of the proposed infrastructure?
- How will CVAG balance private sector goals of revenue growth and profitability with public goals of providing affordable and available broadband services across the region?
- How will future system expansion be handled between CVAG and private sector providers and what contributions will the parties make to this infrastructure?
- What regional opportunities exist for collaboration?

The HR Green team will evaluate options and provide a recommendation for the most appropriate business model structure for the Coachella Valley and its partners and stakeholders.

➤ **DELIVERABLE**

- Business model evaluation report

Task 3.8: Financial Analysis

HR Green's team will evaluate the current financial and budgetary environment for the network. Our evaluation will include financial analysis of the proposed hardware solutions and the operational costs that will be incurred in deploying the selected solutions. It is important to understand that these operational costs could include more than equipment service contracts; the selected solution may have financial impacts across many aspects of CVAG's operations. We will ensure that these impacts are evaluated so partners and stakeholders understand all financial impacts.

Using financial tools, the following process will be used to conduct the business model analysis and make recommendations. Our team will use a 10-year period to analyze the project.

Based upon our team's recommendation for the most appropriate business model structure for the Coachella Valley, we will develop pro forma data for the potential network. These financial analyses will be based on the recommended conceptual design and related cost estimates from Task 4.1, which will be executed concurrently with Tasks 1 through 3. This high-level financial model for proposed network construction will include a range of likely costs including financing, operations, and maintenance.

Our analysis will outline operational attributes and processes including policies, staffing levels, maintenance agreements and other considerations.

We will pay particular attention to back office and other operating requirements, as well as working capital projections. We will discuss a strategy for network maintenance and management based on best practices. The model will include an overall analysis of viable potential services and will provide the following:

Sensitivities of Key Assumptions

- Customer segmentation
- Operating costs
- Tiered revenue structure
- System construction
- Pricing

- Staffing Levels
- Best-and Worst-case scenario

Pro Forma

- Operating income and cash flow
- Debt Service-Analysis
- Subscriber revenue by service
- Subscriber revenue by customer/customer class
- Operating expenses
- Reserve fund requirements
- Net present value analysis

Depreciation Summary

- Uses and sources of funds.
- Return on Investment (ROI)
- Operational savings
- Project construction costs for network, hardware, buildings, and other equipment

All assumptions and price sensitivities will be clearly stated and justified. The financial model will provide you with order-of-magnitude estimates of the overall project cost and will support the implementation roadmap by providing inputs for potential business models, financing options, and partnering opportunities. In addition to the narrative report, they will provide a detailed Excel workbook that includes all underlying data and assumptions and can be manipulated to illustrate the impact of changing costs or revenue on the network's potential income statement. This is crucial as some vendors will provide you only with summary data, leaving you with nothing upon which you can build in the future.

It is important to point out the reality of the budget for the entire project. Determining the relevance of financial analysis data to the possible scenarios is significant in understanding how this project will fit into the budget. The scenarios and related financial data will fall into three categories:

Grant Applications

The financial data needed for grant applications mainly focuses on cost data – that will be produced in the high-level design (HLD) and further financial detail and analysis are not, typically, necessary

Provider Projects

Projects that private providers will undertake also mainly need more input from providers than financial work from CVAG and HR Green. A detailed financial analysis is very rarely necessary from the coordinating agency (in this case, CVAG). Providers have their own network access equipment and operations and costing processes. Therefore, a further analysis is usually an unnecessary use of budget dollars.

CVAG Projects

The need for detailed financial modeling is mainly related to projects CVAG might build. The key for those projects is determining financial feasibility.

To preserve budget dollars and to use them most efficiently, we would recommend an order and prioritization of financial analysis work. HLD and related costing should be developed for grant applications and to see what project(s) CVAG might want to build. With that information as an analytical tool, full feasibility should be done on the project that CVAG chooses to be directly involved in (and that is realistic based on HLD costs). Feasibility usually only needs to be performed on projects that will need detail design and construction documents. For a full fiber to the home for the entire CVAG area, HLD and feasibility would consume most of the budget and the detail design budget could be multiples of the existing budget (depending on the number of addresses that would be included).

➤ DELIVERABLE

- Broadband financial sustainability model and report

Task 3.9: Partner RFP Development and Evaluation

Based upon the network design, CVAG may need to leverage funding for both core network and last-mile construction available through federal or state grants, or other funding sources. This will mean that CVAG might need to identify one or more potential for-profit partners who are interested in leasing the core network asset, and in building and managing last-mile connectivity. Identifying interested partners, therefore, is an important step to help the CVAG envision a path forward and may be required by some funding sources.

The approach used to engage with potential partners includes building a list of potential partners and other interested parties, developing a request for expressions of interest (RFEI), sending the RFEI to the list of potential partners, processing responses to the RFEI, and selecting potential partners based on the level of interest. This approach will create a faster-moving cycle in which partners can be identified and brought to the table more quickly and with a higher likelihood of successful progress.

The RFEI process will be useful to determine interested parties but does not provide CVAG with enough details to fully determine a proposed partner nor the form of the partnership. It is recommended that a formal request for proposal (RFP) be developed to identify and select partner(s) for the potential buildout.

Aligned with CVAG project goals and adhering to procurement processes, we will develop and draft an RFP to solicit comprehensive proposals from Internet Services Providers (ISP) that are qualified and capable of operating CVAG's future fiber network. These ISPs were identified through the RFEI process. The RFP will leverage CVAG assets, infrastructure, and planned network construction to maximize the proposed contribution of RFP respondents.

At the request of CVAG, we can also assist with the evaluation of proposals based on detailed and transparent criteria, including working closely with CVAG-appointed evaluators. Our team will also prepare reports, memos, and presentation slide decks in preparation for any public meetings where member agency, city council, or other legislative deliberation and action is required.

As mentioned in the previous section, it will likely be important to determine the interest of providers before full feasibility and design are done. If providers provide options for projects that CVAG considers to be good solutions to fill broadband gaps, then CVAG would only need to do feasibility and detail design for any areas or infrastructure the providers are not willing to do.

➤ **DELIVERABLES**

- Request for expressions of interest (RFEI)
- List of potential private sector partners
- RFP and scope of work for ISP operations

Task 3.10: Report Compilation & Approval Process

HR Green's analysis and discussions will culminate in the preparation of a draft Broadband Strategic Plan that lays out strategies for CVAG to implement its community broadband initiatives. The draft Plan will include all work, tasks, and deliverables from the previous Tasks. The draft Plan will include actionable steps to expand broadband access and adoption among CVAG's population to address the digital divide.

We will be prepared to present the draft Plan and findings to stakeholders and partners. This will be an opportunity for them to review the draft Plan. Our team will also work with CVAG member agencies to ensure that the draft Plan is 100% representative of the needs of the community. After the review opportunity is concluded, the Plan will be finalized by incorporating all the comments from the review opportunity with CVAG's stakeholder groups and partners. Once the Plan is finalized, our team, in partnership with CVAG, will present the findings and recommendations to the CVAG Transportation Committee and Executive Committee for adoption of the Plan.

As part of our proposed compensation, we have included the rate for additional two-hour videoconference-based meetings. This fee would be applicable for any additional meetings beyond two review meetings with stakeholders and partners, the Transportation Committee meeting, and the Executive Committee meeting.

➤ **DELIVERABLES**

- Development of a draft Broadband Strategic Plan that includes an Executive Summary and deliverables from prior tasks
- Development of draft Plan presentation materials (PowerPoint) for review meetings with CVAG stakeholders and partners
- Facilitation of up to two review meetings with CVAG stakeholders and partners to share the draft Plan and solicit comments and input
- Development of a final version of the Broadband Strategic Plan incorporating the comments from the review meetings
- Facilitation of a meeting with CVAG's Transportation Committee for adoption of the Broadband Strategic Plan
- Facilitation of a meeting with CVAG's Executive Committee for adoption of the Broadband Strategic Plan
- All maps and analysis will be conveyed in a mutually agreed format such as Excel, Word, PowerPoint, and GIS Shapefiles, etc.

Task 3.11: Partner Terms & Negotiations

If requested by CVAG, the HR Green team will assist with negotiating terms and conditions of an agreement with CVAG's selected ISP partner for a long-term public- private partnership agreement. Additionally, upon request, our team may also advise CVAG and its member agency partners throughout the negotiation process, including developing and drafting the outline of a proposed partnership agreement for review and preparing for CVAG's Executive Committee consideration. We will collaborate with CVAG on negotiating the best terms that address the following key considerations:

- Coachella Valley broadband services for public facilities
- Retail services & pricing to a range of customer segments, which may include residential and/or commercial
- Retail services & pricing to government, education, healthcare and anchor organizations
- Retail services that leverage other utilities for outsourced content and services
- Fiber leasing arrangements
- Revenue sharing agreements
- Open Access Model compliance
- Phased roll-out of lit services to customers
- Milestones & performance schedules to guarantee delivery of services
- Partnership arrangements with third-party asset owners (County, other private telecoms)
- Others to be determined throughout the course of negotiations.

It is important to note that we are not a legal firm, therefore we cannot provide legal advice. Our input will be related to industry related issues and typical arrangements. We recommend your legal department or typical legal resource be your expert on legal matters. If needed, we can recommend respected attorneys in the broadband industry (their fees are not included in our proposal).

➤ DELIVERABLES

- Draft the outline of a proposed partnership agreement
- Assist with negotiating terms and conditions of a proposed partnership agreement

Task 4: Design Engineering

Task 4.1: Conceptual Design

In areas where this is determined to be needed (where private providers are not providing acceptable solutions), drawing on desk surveys and GIS maps, our design and engineering team, which includes designers and engineers from our subconsultant, Advantec, will prepare a conceptual design (30%) and cost estimate for developing next generation network scenarios that align with the CVAG's goals. In developing this approach, our focus will be on creating a robust, reliable, and cost-effective approach to meeting networking needs. To that end, for example, the design will include excess dark fiber designed to enable the implementation of smart solutions (IoT) across the Valley. We will execute this task concurrently with Tasks 1 through 3.

To be clear, we will not be providing a blueprint-level network design in this task. Rather, we will provide an analysis of existing infrastructure, of high-level maps and routing, candidate specifications and a system-level overview of the potential infrastructure—which in turn will become a roadmap for financial analysis and business modeling (when needed), and for future decisions (including detailed engineering, construction, and operations – again, when needed).

To determine the best running lines, infrastructure, and locations where fiber should be constructed, our team will work with CVAG, its member agencies, stakeholder partners, and in coordination with public and private utility providers with infrastructure present or planned within proposed project locations.

Our design process will begin with fiber alignments, placements, structures, cable sizes and splice points identified in the network. As part of the process, we will analyze any existing fiber backbone routes and develop the best construction strategy and methods. We will take into consideration minor changes in the backbone routes that may be preferred to avoid congestion or those planned for replacement in the next few years.

Our team will also investigate and evaluate opportunities to optimize the backbone for future Coachella Valley services and broadband applications that may provide advantages for expanding the network in the future with lower initial cost. Our conceptual design could include reports, illustrations, and geo-located GIS data layers for the following:

- Review of construction standards, policies, and practices
- Placement of new backbone cable
- Right of way analysis
- Sites to connect on the backbone
- Laterals to each site
- Interconnection with core data centers/utility sites

The HR Green team will complete a conceptual design of the fiber network based on the information obtained from the needs assessment, data collection, stakeholder meetings, and collaboration with broadband providers. We will prepare a conceptual design that focuses on four key components that will inform and guide the engineering of the final design:

Backhaul/Redundant Connections

Connecting CVAG's local, publicly owned fiber network to other public and/or private regional middle-mile and long-haul transport circuits to procure diverse, redundant pathways to colocation and data facilities that ensure connection to the Internet. A resilient Coachella Valley network will require at least two independent fiber paths to ensure that service is not interrupted due to technical issues, construction, accidental cable cuts, natural disasters/fire, or other unforeseen events.

Core Fiber Backbone

Connecting communities to one another across the Coachella Valley and building a high-capacity fiber backbone that connects to the greater internet points of presence, colocation centers and central offices. The core fiber backbone will consist of high-count fiber using redundant rings and/or mesh architectures to support a highly resilient backbone. It will include all outside plant fiber assets, hut locations, facility locations and core network elements to light the network.

Fiber Laterals to Key Organizations

Connecting community anchor organizations to the fiber backbone, providing multi-gigabit connectivity to schools, hospitals, government offices, public safety facilities, utilities, cooperatives, and other key facilities. It will include all outside plant fiber assets and network elements to connect facilities to the network.

Fiber To the Home Distribution/Access (“FTTH”)

Connecting dense fiber distribution to homes and businesses, enabling individual users to connect to the network. FTTH distribution will include outside plant fiber, distribution huts, splitter cabinets and other distribution elements to enable service drops that will connect end users to the network for fiber to the home broadband services.

Our team will provide the conceptual design, alignments, sites, laterals and connections for review and feedback from CVAG and its member agencies. Based upon the feedback received, our team will adjust the conceptual design before moving to Preliminary Design, which is the next Task.

Cost Estimate

HR Green’s team will prepare a cost estimate and supporting documentation for the proposed fiber network deployment and interconnection, inclusive of anticipated construction labor, materials, engineering, permitting, quality control and testing. Estimates will be provided in the form of a cost range, with the lower-end estimates representing most likely costs, and the higher end representing budgetary estimates with suitable contingencies included.

As is typical in this phase of a fiber construction project, the cost estimates are not based on a detailed design, environmental assessment, or geotechnical analysis of soil composition. As a result, actual costs may vary due to unknown factors, including: 1) costs of private easements, 2) utility pole replacement and make ready costs, and 3) subsurface hard rock. We will incorporate suitable assumptions to address these items based on experience.

Data Sharing

Importantly, and unlike some vendors, HR Green will share all supporting data, spreadsheets, and assumptions with CVAG officials. A written narrative will explain key construction characteristics that will impact the cost estimates. The analysis will provide guidance regarding ongoing costs, including medium and long-term needs to refresh and replace equipment and potential revenue sources to support network operations. As mentioned above, we will leverage GIS mapping and design tools. These can be utilized for current and future uses.

For example, if the CVAG does decide to build a network, this conceptual design could be used for the field survey of the detail design. Field survey is a required step in detail design and our GIS tools could eliminate having to create a field survey map. If the CVAG decides to work with partners, this GIS information could be used for those negotiations.

➤ **DELIVERABLES**

- GIS mapping with metadata
- Illustrations and calculations
- Conceptual Plans
- Conceptual estimates of cost
- Project risk register
- Utility coordination

Task 4.2: Preliminary Design (60%)

Once CVAG has approved the conceptual design for specific areas that CVAG is strongly considering your own network construction, our design and engineering team, which includes designers and engineers from our subconsultant, Advantec will conduct field surveys and reviews of all routes and fiber lines to identify features and attributes, constructability, hazards, and existing infrastructure. As part of our field survey process, we will geo-locate and photograph all surveyed features. A make-ready analysis for recommended fiber overbuilds, including opportunities to over lash new fiber infrastructure to existing cable for backbone fiber installation will also be provided.

Our team will prepare the preliminary design from the survey data and adjust the conceptual design once all field data has been collected. A route optimization and value engineering process that includes right-of-way needs assessments, geotechnical needs assessments, and coordination with public and private utility providers, will be utilized by our team to determine the best paths for fiber backbone routes, avoiding potential constructability issues encountered during the fielding process. Our preliminary design will also include fiber cable sizes, splicing diagrams, cabinet and pedestal placement, port assignments, terminations, final site connections for the new backbone, and preliminary cost estimates for the new network.

A detailed overview of the preliminary design will be provided to CVAG and its partners and stakeholders, identifying changes to the conceptual design, if applicable. Our team will provide and present GIS data, plans and other related materials, as well as preliminary cost estimates, bills of materials, bid package documents for construction, and permitting requirements, in advance of stakeholder meetings for ample review time. One of the outcomes from these stakeholder meetings will be the preliminary development of interagency agreements and permits.

➤ **DELIVERABLES**

- Updated GIS mapping with metadata
- Resolution of plan review comments matrix
- Summary of changes
- Illustrations and calculations
- Field Survey, Mapping and Right-of-Way Needs Assessment

- Geotechnical Needs Assessment
- Preliminary Utility Coordination
- Preliminary Plans, Specifications & Estimate
- Updated project risk register
- Preliminary interagency agreements and permits

Task 4.3: Final Design (90%)

Our design and engineering team, which includes designers and engineers from our subconsultant, Advantec will proceed with Final Design once CVAG has approved the preliminary design. After incorporating plan review comments into the preliminary design, and in coordination with public and private utility providers, we will finalize all routing, alignments, separations, structure sizing and placement, cabinet placement, splice plans and other components of the design. Our team will also identify all permits required, costs, and timeframes to acquire the permits. QA/QC will be provided on all documents. A formal review of the final deliverables will be conducted with CVAG and its stakeholder member agencies and stakeholders. The 90% final design plans will include the following:

- Title sheet for each agency
- Construction general notes
- Summary of quantities plans
- Communication layout plan
- Communication architecture
- Improvement plans and quantities
- Construction details
- Traffic signal modification plans, details and quantities (as required)
- Special provisions
- Right of way, access control, and temporary construction easement requirements

➤ DELIVERABLES

- Updated GIS mapping with metadata
- Resolution of plan review comments matrix
- Summary of changes
- Illustrations and calculations
- Final Utility Coordination
- Updated project risk register
- 90% Final Plans, Specifications & Estimate
- Title sheet for each agency
- Construction general notes
- Summary of quantities plans
- Communication layout plan
- Communication architecture
- Improvement plans and quantities
- Construction details
- Traffic signal modification plans, details and quantities (as required)
- Special provisions

- Right of way, access control, and temporary construction easement requirements

Task 4.4: Complete Design (100%)

Once CVAG approves the 90% Final Design, our design and engineering team, which includes designers and engineers from our subconsultant, Advantec will incorporate all final review comments and provide the 100% Final Design. On behalf of CVAG, we will coordinate permit applications and agency plan signatures. As an example of the formatting and content required for plans for this project, we will refer to the project plans and specifications for Phase I and Phase II of the CV Sync project, which were developed by our subconsultant, Advantec.

The 100% Final Design Plans will include the following:

- Title sheet for each agency signed and stamped by a California-registered PE
- Construction general notes
- Summary of quantities plans
- Communication layout plan
- Communication architecture
- Improvement plans and quantities
- Construction details
- Traffic signal modification plans, details and quantities (as required)
- Special provisions

➤ DELIVERABLES

- Final GIS mapping with metadata
- Resolution of plan review comments matrix
- Summary of changes
- Final illustrations and calculations
- Final Utility Coordination
- Updated project risk register
- Final interagency agreements and permits
- Right of Way, Access Control, and Temporary Construction Easement Requirements
- 100% Final Plans, Specifications & Estimate
- Title Sheet for each agency signed and stamped by a California-registered PE
- Construction general notes
- Summary of quantities plans
- Communication layout plan
- Communication architecture
- Improvement plans and quantities
- Construction details
- Traffic signal modification plans, details and quantities (as required)
- Special provisions

Project Schedule

Please note that the following is a proposed timeline based on the number of months each task could take to complete. A more date specific timeline will be developed once an agreement has been fully executed.

Task	Description of Task	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sep 2024	Oct 2024
1.1	Project Management												
1.2	Kickoff Meeting												
2.1	Grant Administration Assistance												
2.2	Grant Funding Application Development												
3.1	Data Collection												
3.2	Market Assessment												
3.3	Needs Assessment												
3.4	Gap Analysis												
3.5	Phased Implementation Plan												
3.6	Governance												
3.7	Business Model Evaluation												
3.8	Financial Analysis												
3.9	Partner RFP Development & Evaluation												
3.10	Report Compilation & Approval Process												
3.11	Partner Terms & Negotiations												
4.1	Conceptual Design												
4.2	Preliminary Design												
4.3	Final Design												
4.4	Complete Design												

EXHIBIT “B”

PRICE FORMULA

Task					Lewis-Ramirez											Advantec
	TOTAL HOURS	5306			Wentz 2	Beever 105	GIS 4181	Demlow 214	Price 300	Stevens 218	Kazmierski 222	Zelenok 16	Jonasson 32	16		
	COST PER HOUR/UNIT (CHARGE-OUT RATE)				317	196	155	200	208	179	138	140	275	201	15%	
	TOTAL LABOR COST	858383			634	20580	648055	42800	62400	39022	30636	2240	8800	3216	100,000.00	
	% OF TOTAL COST				0.1%	2.1%	66.6%	4.4%	6.4%	4.0%	3.1%	0.2%	0.9%	0.3%		
Task	DESCRIPTION OF TASK	Labor Task Total	Subs Task Total	Task Total	EXPENSES											
															Sub Contractor Total	
1	Project Management & Meetings	21,092.00	-	21,092.00	2	2		30	60	2	2		2	2		
2	Grant Administration Assistant	7,992.00	-	7,992.00					4	40						
Broadband Strategic Plan																
3.1	Data Collection	9,568.00	57,500.00	67,068.00		4	40	4	4				2	2	50,000.00	
3.2	Market Assessment	8,104.00	-	8,104.00				4	4		40		2	2		
3.3	Needs Assessment	12,072.00	-	12,072.00		2	4	4	4	4	40	16	2	2		
3.4	Gap Analysis	10,888.00	-	10,888.00		2	24	4	4	8	20		2	2		
3.5	Phased Implementation Plan	8,006.00	-	8,006.00		2	8	4	4	8	20		2			
3.6	Governance	8,312.00	-	8,312.00				4	4	32			2	2		
3.7	Business Model Evaluation	9,985.00	-	9,985.00		2	1	4	32	8			2			
3.8	Financial Analysis	8,718.00	-	8,718.00		1		4	4	20	20		2			
3.9	Partner RFP Development and Evaluation	11,460.00	-	11,460.00		2	4	32	8	8			2	2		
3.10	Report Compilation & Approval Process	10,238.00	-	10,238.00				8	32	8			2			
3.11	Partner Terms & Negotiations	9,016.00	-	9,016.00				32	8				2	2		
Design Engineering																
4.1	Conceptual Design	40,486.00	-	40,486.00		16	200	8	8	8	8		2			
4.2	Preliminary Design (60%)	413,482.00	57,500.00	470,982.00		24	2500	24	40	24	24		2		50,000.00	
4.3	Final Design (90%)	149,982.00	-	149,982.00		24	800	24	40	24	24		2			
4.4	Complete Design (100)	118,982.00	-	118,982.00		24	600	24	40	24	24		2			
EX	Expenses	\$5,077	-	5,077.00												
		-	-	-												
	Total Budget	863,460.00	115,000.00	978,460.00												

ITEM 7J

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: **Contract Amendment for CV Sync – Phase II Construction Support Services**

Contact: Eric V. Cowle, Transportation Engineer (ecowle@cvag.org)

Recommendation: Authorize the Executive Director to execute Amendment No. 5 with Advantec Consulting Engineers, Inc. for an additional amount not-to-exceed \$1,500,000 for construction support services for the CV Sync – Phase II project

Transportation Committee: Concurred (Meeting of September 11)

Background: Phase I of CV Sync accomplished traffic signal synchronization along Highway 111, Ramon Avenue and Wahington Street as well as establishing a Regional Traffic Management Center and jurisdictional Traffic Operation Centers. Phase II of CV Sync, for which construction was authorized in December 2022, will improve travel along an additional 21 regional arterials.

Engineering design of Phase II began in April 2018 when the Executive Committee awarded the design contract to Advantec Consulting Engineers, Inc. (Advantec), which also had been selected for the design of Phase I. When Advantec submitted their engineering proposal for Phase II, it was focused on engineering design only. At the time, the Phase I construction experience was still ongoing and it was unclear precisely how Phase II design would develop – leading Advantec to purposely omit the construction support phase from their proposal. The Phase II design was completed in 2022.

Advantec's Phase II contract has been amended four times. The most recent one was authorized in February 2023, when the Executive Committee approved \$1,000,000 in construction support services. This authorization came just two months after a construction contract for Phase II was awarded and as work was starting across the Coachella Valley. At the time, Advantec estimated that the total construction support costs could exceed \$4 million. While CVAG staff and CVAG's construction manager TKE Engineering, felt the estimate to be realistic, staff recommended an initial approval of \$1 million be authorized until the team had a better understanding of the Phase II project complexities, and the managerial controls were in place to authorize and track Advantec's construction support efforts. When staff made this recommendation, it was noted that it would be very likely that additional amendments would be needed before construction is complete. This was particularly the case as support activities included Traffic Control Plans and plan revisions necessary to reflect changes in field conditions inherent in a project spanning multiple jurisdictions.

Working with CV Sync's contractor, Crosstown Electrical and Data, Inc, the construction manager TKE, and CVAG staff, detailed tracking mechanisms have been established to follow

the numerous construction support requests made to Advantec. Advantec includes a detailed spreadsheet tracking the work effort with every invoice. The CV Sync construction support tasks include construction support; preparation of traffic control plans; supporting system operations and maintenance services; coordinating with member jurisdictions, including on broadband conduit analysis; assisting with grant applications; as well as tasks related to CV Sync operations, signal timing and additional synchronization plans.

Based on construction activity underway in Phase II, Advantec will exhaust the initial \$1 million addendum this fall. The contractor has been particularly efficient in sequencing their traffic control plan requests, with more than 40 plan requests generated at the beginning of the project construction rather than distributed throughout the length of the project as originally anticipated. In addition, numerous plan revisions have been requested to reflect current and updated field conditions or specifications as directed by Transportation Systems Management and Operations Committee (TSMO).

CVAG staff is now recommending the authorization of an additional \$1.5 million in construction support services for Advantec. By working under a time-and-materials task-oriented contract, Advantec is not putting themselves at risk for an uncertain work effort, and CVAG can be sure that the work charged is commensurate with the work requested. Staff recommends the Executive Director be authorized to execute the amendment. With this recommended action, the Executive Director and/or legal counsel would also be authorized to make clarifying changes prior to execution.

Fiscal Analysis: The recommended Amendment No. 5 for Advantec's Phase II contract is for an additional \$1.5 million, bringing the total not-to-exceed total to \$8,667,784.

Staff conducted an analysis of the previous contract amendment before recommending the additional funding. As of July 14, 2023, Advantec has processed invoices totaling \$532,993.79. Advantec billing through November 2023 is anticipated to utilize the remaining funds that were authorized in February 2023.

Transportation funds are available to cover the amount of \$1.5 million for CV Sync Phase II construction support services including traffic control and other services as needed. Advantec will continue to submit invoices monthly indicating time and materials expended for specific requested tasks. CVAG will review the monthly invoices and monitor the need for additional resources as the project proceeds through the construction phase.

Attachment: Amendment No. 5 with summary of scope of work

**AMENDMENT NUMBER FIVE
to the
Advantec Consulting Engineers
ENGINEERING SERVICES CONTRACT
for the
CVAG REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM, PHASE II**

This **AMENDMENT NUMBER FIVE** is made and entered into this 25th day of September 2023, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **ADVANTEC CONSULTING ENGINEERS (Consultant)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated April 30, 2018, for the Regional Traffic Signal Synchronization Program, Phase II.

1. This Amendment Number Five authorizes CVAG funds in the amount not to exceed **\$1,500,000** for Advantec construction support services and other services as needed on a time and materials basis. Scope and rate sheet attached
2. This Amendment Number Five REVISES Article V, Section E to read “The total amount payable by Local Agency shall not exceed **\$8,667,784**”

Original Contract	April 30, 2018	\$4,580,612.00
Amendment Number One	February 22, 2021	\$ 489,640.00
Amendment Number Two	September 27, 2021	\$1,097,532.00
Amendment Number Three	November 7, 2022	No Cost
Amendment Number Four	February 27, 2023	\$1,000,000.00
Amendment Number Five	September 25, 2023	<u>\$1,500,000.00</u>
Total Contract not-to-exceed		\$8,667,784.00

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

Advantec Consulting Engineers

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Carlos Ortiz, COO

Date: _____

Date: _____

SCOPE AND RATES – Amendment Number 5

CONSTRUCTION SUPPORT TASKS

- Task 1 Construction Support, Coordination, and Meetings Attendance
- Task 2 Preparation of Traffic Control Plans
- Task 3 System Operations and Maintenance Support Services
- Task 4 Grant application support
- Task 5 Broadband Conduit analysis/coordination with Indio and Palm Springs
- Task 6 Coordination with all agencies in the Coachella Valley, projects impacting CV Sync
- Task 7 Prepare Record Drawings for the CV Sync improvements
- Task 8 On-going and additional signal timing and signal synchronization plans
- Task 9 Support in the preparation of CV Sync Operation and Maintenance Manuals
- Task 10 Support in updating CVAG's ITS Master Plan
- Task 11 Support with TSMO meetings
- Task 12 Project Closeout Support Services

ADVANTEC HOURLY RATE SHEET

Approved Caltrans Form 10-H amounts

Direct Labor

Carlos Ortiz	\$159.73
Jose Guedes	\$79.33
Bryan Elenes	\$55.29
John Cox	\$63.46
JoseAntonio Hernandez	\$43.75

Anticipated Salary Increases 5%

Fringe Benefits 49.66%

Overhead Rate 113.47%

Fee (profit) 10%

Direct costs – mileage and prints

ITEM 7k

Coachella Valley Association of Governments Executive Committee September 25, 2023



STAFF REPORT

Subject: Next Steps for Addressing Climate Change, Emergencies and Sand Storms (ACCESS) on Indian Canyon Drive

Contact: Emmanuel Martinez, Program Manager- External Affairs (emartinez@cvaq.org)

Recommendation: Authorize the Executive Director to commit regional transportation funding to maximize the competitiveness for the 2023 Reconnecting Communities and Neighborhoods grant program and other federal funding opportunities, with the condition that actual expenditure of funds would be dependent on securing grant funding and funding contributions by local jurisdictions

Background: In June 2023, the Executive Committee, at the recommendation of the Transportation Committee, endorsed the Addressing Climate Change, Emergencies and Sand Storms (ACCESS) effort along Indian Canyon Drive and other low-water crossings that are frequently closed during flooding and blow sand events. The Executive Director was also authorized to commit regional transportation funding to maximize the competitiveness for the 2023 Local Transportation Climate Adaptation Program (LTCAP), with the condition that actual expenditure of funds would be dependent on securing grant funding and funding contributions by local jurisdictions.

CVAG staff submitted the LTCAP application to the California Transportation Commission (CTC) in July 2023. The ACCESS project proposed two prefabricated all-weather bridge systems that incorporate arched wildlife crossings. The proposal includes a two-mile active transportation pathway, connecting Desert Hot Springs to CV Link, and a two-mile solar shade structure that will help generate approximately three megawatts of solar energy. Additionally, the ACCESS Indian Canyon proposal includes two miles of sand fencing will be installed which will mitigate blowsand on the roadway and help keep the tracks clear at the Palm Springs Amtrak Station. As detailed in a separate staff report, CVAG in the wake of Tropical Storm Hilary has been working closely with the Cities of Palm Springs, Cathedral City and Desert Hot Springs to advocate for funding for Indian Canyon and other projects.

In recent weeks, CVAG staff has identified additional funding opportunities for the ACCESS Indian Canyon project. One of those is the U.S Transportation Department's Reconnecting Communities and Neighborhoods (RCN) grant program. The RCN program's goals are focused on advancing community-centered transportation connection projects, with a priority for projects that benefit disadvantaged communities that improve access to daily needs such as jobs, education, healthcare, food, nature, and recreation, and foster equitable development and restoration. Applicants can submit one application for RCN's two funding pots: the Reconnecting Communities Pilot (RCP) Program and the Neighborhood Access and Equity (NAE) Program. Eligible projects include improvements along roads, streets, parkways or other transportation

facilities, such as a rail line, to address barriers to mobility, access, or economic development, due to high speeds, grade separations, or other design factors.

Flooding and blowsand on regional roads and arterials in the western Coachella Valley is a significant public health and safety concern – and has been a high priority for CVAG. Regional and local funding has already been committed to getting Indian Canyon and other priority crossings shovel-ready. But securing state or federal funding for these projects is critical to constructing them.

Staff is now recommending that the Executive Committee extend the authorization already provided for the LTCAP grant to federal grant opportunities starting with the RCN, with the condition that actual expenditure of funds would be dependent on securing grant funding and funding contributions by local jurisdictions.

Fiscal Analysis: The total cost of the CVAG's ACCESS Indian Canyon Drive is \$74.9 million. CVAG staff anticipate the request for the federal RCN grant program will mirror the request to the state's LTCAP. The application requested \$50 million, which was the maximum allowed under LTCAP. To help make projects impacted by flood and blowsand shovel-ready, the Executive Committee previously approved an agreement with Michael Baker International in the amount of \$4.5 million, to provide design, engineering and environmental work for impacted western Coachella Valley roads. An amendment to that contract is being presented as a separate staff report as part of the September Executive Committee agenda packet.

If either of these grants are awarded, CVAG's share of construction costs will be \$20.4 million. The commitment of regional transportation funding – as authorized in June 2023 and recommended with this action – was made on the condition that actual expenditure of funds would be dependent on securing grant funding and funding contributions by local jurisdictions.

ITEM 8A

Coachella Valley Association of Governments Executive Committee September 25, 2023



STAFF REPORT

Subject: Regional Efforts to Secure Funding to Address the Impacts of Tropical Storm Hilary

Contact: Tom Kirk, Executive Director (tkirk@cvag.org)

Recommendation: Authorize the Chair and/or Executive Director to take any steps necessary to advocate for a federal emergency declaration and secure additional funding to address the devastating impacts of Tropical Storm Hilary

Background: On August 20, 2023, Tropical Storm Hilary unleashed widespread damage across the Coachella Valley. The record-setting rainfall exceeded what the desert would experience all year. Combined with Hilary's fierce winds, the Coachella Valley saw washed-out roadways, downed power lines as well as flooded homes and businesses. Major arterials and entire neighborhoods were buried under several feet of mud and debris. Initial damage estimates have exceeded \$100 million. Although no casualties were reported, the flooding caused significant damage to the region's transportation infrastructure.

Given the impacts, CVAG staff has worked in coordination with the Cities of Palm Springs, Desert Hot Springs and Cathedral City to address the short-term impacts and long-term needs. Both CVAG's Public Safety Committee and the Transportation Committee were provided briefings by County and local staff about the impacts, particularly to regional roadways. At the September meeting of the Executive Committee, Bruce Barton, Riverside County's Director of Emergency Management, and Jason Uhley, General Manager of Riverside County Flood Control and Water Conservation District, will give an overview of the damage and discuss next steps to securing the funding needed to address the issues.

Staff is also recommending the Chair and Executive Director be given authority to advocate in support of a federal emergency declaration. Gov. Gavin Newsom made the request to President Biden on September 14, echoing similar requests by both Republican and Democratic congressional representatives. Gov. Newsom had seen the challenges firsthand when he visited the City of Palm Springs as Tropical Storm Hilary approached to monitor the storm and its potential impacts. City leadership used the visit as a chance to highlight CVAG's application to the state's Local Transportation Climate Adaption Program for Indian Canyon Drive. The grant application was submitted by CVAG to the California Transportation Commission in late July after being authorized by the Executive Committee earlier this summer and seeks \$50 million for resiliency improvements on Indian Canyon Drive in the City of Palm Springs. To help optimize funding competitiveness, the application centered on the recommendations for Indian Canyon Drive that were identified in CVAG's 2019 Flood and Blowsand Risk Assessment and Improvement Plan for the Western Coachella Valley. The ACCESS project proposed two prefabricated all-weather bridge systems that incorporate arched wildlife crossings. The

proposal includes a two-mile active transportation pathway, connecting Desert Hot Springs to CV Link, and a two-mile solar shade structure that will help generate approximately three megawatts of solar energy. Additionally, the ACCESS Indian Canyon proposal includes two miles of sand fencing will be installed which will mitigate blowsand on the roadway and help keep the tracks clear at the Palm Springs Amtrak Station.

Following the storm, CVAG staff took the lead on a letter to the Governor which was also sent to key members of his cabinet. The letter detailed the storm's impacts on Indian Canyon Drive and other regional roads, as well as highlighted the heightened risk to public safety due to the lack of access to this critical roadway and its connection to Desert Regional Medical Center. Staff and members of the CTC were copied on the letter as well as key Caltrans staff and local elected officials from the cities of Palm Springs, Cathedral City and Desert Hot Springs. The Aug. 23 letter (attached) was signed by Palm Springs Mayor Grace Garner, Councilmember Lisa Middleton, and Desert Hot Springs Mayor Scott Matas, who is Chair of CVAG.

As part of the efforts to elevate the vulnerability of the regions' road to climate impacts, CVAG created a page on CVAG's website. The page is www.cvag.org/flooding and it includes news coverage and images of regional roads that were significantly damaged and rendered impassable due to the storm. The link to this page was included in the letter to Governor Newsom for ease of access to supplemental information.

On August 24, CVAG's Executive Director joined other regional leaders at a press conference with city officials of the three impacted cities. The purpose of the press conference was to show the damage of the storm on regional roadways and highlight the need for all-weather bridges in the western Coachella Valley.

CVAG staff also led an effort to recognize the work done by other partners. This included a letter to Caltrans Director Tony Tavares to acknowledge the expedited efforts to restore access to the eastbound Interstate 10 interchange at Ramon Road/ Bob Hope, which was destroyed because of the storm. The Sept. 8 letter was signed by Chair Matas, CVAG Transportation Committee Chair Steven Hernandez, Agua Caliente Band of Cahuilla Indians Chair Reid Milanovich, and Riverside County Supervisor V. Manuel Perez.

In addition to the letter-writing campaign, CVAG staff coordinated meetings with Assemblymember Greg Wallis and U.S. Rep. Ken Calvert, both of whom represent the western Coachella Valley. Congressman Calvert sits on the House Appropriations Committee and strongly influences the allocation of federal funds and related programs.

CVAG will continue to work with its delegation of state and federal representatives to highlight much-needed funding to increase the resiliency of regional roads. As with past storms, such as the Valentine's Day storm of 2019, Tropical Storm Hilary once again exposed the vulnerability of the region's roads to climate-related events. These events often lead to prolonged road closures, which cause a major inconvenience to residents and visitors and jeopardize the safety of travelers. As recently witnessed with Tropical Storm Hilary, flood events can cause considerable damage to roadways and paralyze the region's transportation network. The storm washed away major arterial roads, rendering many roads in the western part of the valley to be non-functional. As a result, Indian Canyon is expected to be closed for months. These weather events, which are linked to climate change, are projected to worsen over time.

Fiscal Analysis: There is no cost to this information item. Legislative advocacy efforts are covered under existing staff time and CVAG's lobbying contract.

The total cost of the CVAG's ACCESS Indian Canyon Drive is \$74.9 million. CVAG's requested the maximum amount of funds, \$50 million. To help make projects impacted by flood and blowsand shovel-ready, the Executive Committee previously approved an agreement with Michael Baker International in the amount of \$4.5 million, to provide design, engineering and environmental work for impacted western Coachella Valley roads. An amendment to that contract is being presented as a separate staff report.

If LTCAP grant funding is awarded, CVAG's share of construction costs will be \$20.4 million. The commitment of regional transportation funding was authorized in June 2023 on the condition that actual expenditure of funds would be dependent on securing grant funding and funding contributions by local jurisdictions. As noted in a separate agenda item, CVAG staff is exploring other grant opportunities to fund improvements along Indian Canyon.

Attachments:

Letter to Gov Newsom seeking funding for Indian Canyon, August 23, 2023

Letter to Caltrans Director Tony Tavares regarding storm response, September 8, 2023



August 23, 2023

Governor Gavin Newsom
State of California
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: Urgent need for funding following Tropical Storm Hilary

Dear Gov. Newsom:

Thank you for your recent visit to the City of Palm Springs as we braced for Tropical Storm Hilary. When we met with you on Sunday, we expressed our concerns that the desert would be immobilized by devastating flood waters and high winds. The storm's destruction will no doubt impact our community for the weeks and months to come.

Your decision to mobilize state resources was hugely beneficial. But additional funding is critical if we are going to not only rebuild our communities' infrastructure and also ensure we are better positioned for future storms.

One of the hardest hit roadways was Indian Canyon Drive, a critical connection point for the Cities of Palm Springs and Desert Hot Springs and the quickest route from Interstate 10 to reach the Coachella Valley's only Level 1 trauma center. As you will see from the photos and news coverage on www.cvag.org/flooding, large chunks of Indian Canyon are washed away and the remaining roadway has sustained considerable damage. Our most optimistic estimates say the road will be closed for weeks, but it may take longer. This closure is already paralyzing the region's transportation network and preventing our residents from accessing work, school and other essential services. Alternative routes are turning into parking lots as frustrated residents try to make it to their destinations.



Climate data trends for the Palm Springs area indicate that unpredictable weather events such as extended droughts and major flood events are becoming even more frequent with climate change. Our cities have been working closely with the Coachella Valley Association of Governments (CVAG) to address roadways like Indian Canyon Drive, which has long been a top priority project for the entire Coachella Valley. Last month, CVAG submitted an application to the California Transportation Commission's (CTC) Local Transportation Climate Adaptation Program for what we are calling the Addressing Climate Change, Emergencies and Sand Storms (ACCESS) – Indian Canyon Drive Project. The ACCESS project includes improvements that increase our climate resiliency, enhance mobility, preserve the environment, and improve public health and safety for residents and

visitors. Specifically, the project includes two bridges to elevate at-grade crossings along the Whitewater River. It also includes a solar-shaded active transportation pathway that connects Desert Hot Springs to CV Link, a 40-mile bike, pedestrian, and low-speed electric vehicle pathway. The project also includes wildlife undercrossings that protects the ecosystem for threatened and endangered species, which aligns with the Coachella Valley Multiple Species Habitat Conservation Plan. We are seeking \$50 million for this \$74 million project, with CVAG and our local agencies covering the remaining costs.

The solution for Indian Canyon stemmed from a Flood and Blowsand Risk Assessment and Improvement Plan that CVAG wrapped in 2019. The study identified solutions to increase the resilience of impacted local roads and find more cost-effective alternatives to keep roads like Indian Canyon open. Thoughtful placement of pre-fabricated bridges and culverts have replaced previous plans of a \$250 million bridge that extends across the entirety of the Whitewater River.

Tropical Storm Hilary is unfortunately just the latest climate related event to wreak havoc on our community and local roads. In 2019, the Coachella Valley experienced the Valentine's Day deluge that also flooded Indian Canyon Drive Gene Autry and Vista Chino – the same roads that are now damaged and closed as a result of Tropical Storm Hilary. Even before this storm, in 2023 alone, Indian Canyon Drive has been closed for 38 days due to flood and blowsand events. It becomes nearly impossible to get in and out of our cities after these events. Emergency response times are compromised due to the impassable roads, putting lives at risk during critical situations. The repair of these roads is not just a matter of convenience but a necessity for the safety, economic stability and overall wellbeing of our residents.

As we have after previous storms, our communities are now banding together to clear our roads and repair the damage. But as the Coachella Valley continues to feel the impacts of climate change, we need the State's continued partnership in order to take a more proactive approach – and to secure funding for long-term solutions that will keep roads such as Indian Canyon open during future weather events. Should you have any questions or need additional information, please contact Tom Kirk, CVAG Executive Director, at 760-346-1127 or at tkirk@cvag.org.

Sincerely,



Grace Garner
Mayor, City of Palm Springs



Lisa Middleton
Councilmember, City of Palm Springs



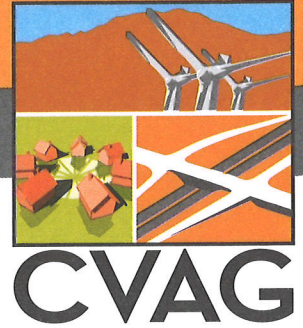
Scott Matas
Mayor, City of Desert Hot Springs
Chair, Coachella Valley Association of Governments

CC:

Eleni Kounalakis, Lt. Governor, State of California
Assemblymember Greg Wallis, Assembly District 47
Assemblymember Eduardo Garcia, Assembly District 36
Senator Kelly Seyarto, Senate District 32
Lee Ann Eager, Chair, California Transportation Commission
Carl Guardino, Vice Chair, California Transportation Commission
Jay Bradshaw, Commissioner, California Transportation Commission
Joseph Cruz, Commissioner, California Transportation Commission
Clarissa Reyes Falcon, Commissioner, California Transportation Commission
Darnell Grisby, Commissioner, California Transportation Commission
Adonia Lugo, PhD, Commissioner, California Transportation Commission
Joseph K. Lyou, Ph.D. Commissioner, California Transportation Commission
Michele Martinez, Commissioner, California Transportation Commission
Hilary Norton, Commissioner, California Transportation Commission
Joseph Tavaglione, Commissioner, California Transportation Commission
Toks Omishakin, Secretary, California State Transportation Agency
Tanisha Taylor, Executive Director, California Transportation Commission
Laurie Waters, Associate Deputy Director, California Transportation Commission
Rebecca Light, Assistant Deputy Director, California Transportation Commission
Tony Tavares, Director, Caltrans
Catalino A. Pining III, District 8 Director, Caltrans
Anne Mayer, Executive Director, Riverside County Transportation Commission
Rita Lamb, Mayor, City of Cathedral City
Mark Carnavale, Mayor Pro Tem, City of Cathedral City
Nancy Ross, Councilmember, City of Cathedral City
Ernesto Gutierrez, Councilmember, City of Cathedral City
Raymond Gregory, Councilmember, City of Cathedral City
Charlie McClendon, City Manager, City of Cathedral City
Roger Nunez, Mayor Pro Tem, City of Desert Hot Springs
Russell Betts, Councilmember, City of Desert Hot Springs
Gary Gardner, Councilmember, City of Desert Hot Springs
Jan Pye, Councilmember, City of Desert Hot Springs
Doria Wilms, Interim City Manager, City of Desert Hot Springs
Jeffrey Bernstein, Mayor Pro Tem, City of Palm Springs
Ron deHarte, Councilmember, City of Palm Springs
Christy Holstege, Councilmember, City of Palm Springs
Scott Stiles, City Manager, City of Palm Springs

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

74-199 El Paseo Drive, Suite 100, Palm Desert, CA 92260 · (760) 346-1127 · www.cvag.org



September 8, 2023

Tony Tavares
Director
California Department of Transportation (Caltrans)
1120 N Street
Sacramento, CA 95814

Re: Appreciation for Caltrans' Swift Response to Tropical Storm Hilary Road Damage and Funding Needs

Dear Mr. Tavares,

On behalf of the Coachella Valley Association of Governments (CVAG) and residents across the Coachella Valley, we are writing to express our sincere gratitude for the exceptional effort put forth by Caltrans and its contractors in swiftly responding to the extensive damage caused by Tropical Storm Hilary.

The unprecedented weather event destroyed critical infrastructure and left our community grappling with unforeseen challenges. Major arterials were washed away and others were buried in several feet of mud.



Interstate 10 was almost immediately impassable, prompting road closures that lasted several days and creating massive detours for residents and commuters. Multiple interchanges were shuttered, and parts of the Bob Hope Road onramp were destroyed. Your team's prompt response to address the aftermath and work diligently to reopen these roads for safe travel is greatly appreciated. The tireless dedication

and hard work exhibited by Caltrans employees and contractors in the face of adversity have not gone unnoticed, and we extend our heartfelt thanks for your commitment to restoring normalcy in our area. However, due to climate change, these weather-related events are projected to increase in frequency and severity. As such, the Coachella Valley desert and its transportation infrastructure is at-risk, and in desperate need for improved climate resilience in order to avoid future costly damages.

While we are grateful for the progress made in reopening key roadways, it is evident that the impact of Tropical Storm Hilary has left a lasting mark on our infrastructure. During the initial storm event, Desert Hot Springs essentially became an island, completely cut-off from the rest of the Coachella Valley due to impassable flooded roads. The situation did not get much better in the days since. Major thoroughfares in the City of Desert Hot Springs such as Dillon Road, Little Morongo Road and North Indian Canyon Drive have been destroyed and are impassable. Our experts are still analyzing the extent of the damage.

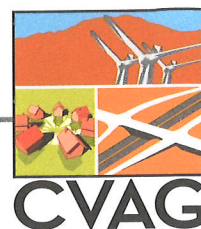
As we continue to assess the extent of the damage, it has become apparent that there is still significant work to be done to fully restore the functionality of the impacted roads. We understand that this restoration process requires substantial financial resources, and Caltrans, Riverside County Transportation Commission (RCTC) and our other partners will play a key role in ensuring the safety and efficiency of

our transportation network. As such, CVAG and impacted cities, as they have in the past, are partnering to bring attention and much needed resources to increase the resiliency of our roads, helping them to better withstand climate-related weather events, which are projected to worsen over time. In July of this year, CVAG submitted a grant application to the



California Transportation Commission's Local Transportation Climate Adaptation Program, requesting \$50 million to help increase the resilience of Indian Canyon Drive. This arterial road has been prioritized by local leaders given its connection to the region's only trauma center, Desert Regional, Interstate 10, and to disadvantaged communities north of the I-10. However, CVAG will also continue to do its part to help bring funding to protect other regional roads at risk of climate impacts. This will require continued coordination and collaboration among local and regional entities, including Caltrans, to protect the safety and well-being of residents and visitors impacted by increasingly more extreme weather events.

In light of the remaining challenges posed by the storm's aftermath, we kindly request that Caltrans continue to collaborate with local authorities and community stakeholders to secure the necessary funding for the comprehensive restoration of our roads. This investment will not only improve the daily lives of our residents but also contribute to the overall climate resilience and prosperity of our region.



Once again, we commend the entire Caltrans team for your remarkable dedication to public service and for going above and beyond to address the immediate road damage. Your hard work reflects the true spirit of cooperation and community support, and we are confident that, with your ongoing efforts, our roads will be fully restored to their former functionality.

Thank you for your attention to this matter and for your unwavering commitment to the safety and well-being of our community. If you have any questions, please feel free to contact CVAG Executive Director Tom Kirk at tkirk@cvag.org or at 760-346-1127.

Sincerely,




Scott Matas
Mayor of the City of Desert Hot Springs
Chair of CVAG



Steven Hernandez
Mayor of the City of Coachella
Chair of CVAG's Transportation Committee



Reid Milanovich
Chair of the Agua Caliente Band of Cahuilla Indians



V. Manuel Perez
Supervisor of Riverside County's 4th District

CC: Tanisha Taylor, Executive Director, California Transportation Commission
Dana Williamson, Chief of Staff, Governor Newsom
Catalino A. Pining III, Caltrans District 8 Director
Anne Mayer, RCTC Executive Director



ITEM 8B

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: Contract Amendment with Michael Baker International (MBI) for the Western Coachella Valley Flooding and Blowsand Projects – Phase One

Contact: Jonathan Hoy, Director of Transportation (jhoy@cvag.org)

Recommendation: Authorize the Chair and/or Executive Director to

- 1) Execute Amendment No. 1 to the Professional Service Agreement with Michael Baker International (MBI) increasing the fee an additional \$794,786 to establish a revised amount not to exceed of \$5,259,417.58 to provide design, engineering and environmental services for the Western Coachella Valley Flooding and Blowsand Projects – Phase One; and
- 2) Execute new or amended Reimbursement Agreements with the Palm Springs, Cathedral City and Desert Hot Springs to outline the local share of project costs, with CVAG's share not to exceed \$3,944,562.75, and allowing the Executive Director and/or legal counsel to make minor modifications prior to execution

Transportation Committee: Concurred (Meeting of September 11)

Background: The August 20 deluge caused by Tropical Storm Hilary further highlighted the great need to invest in all-weather bridges at the low-water crossings such as Ramon Road, Vista Chino Drive, Indian Canyon, and Gene Autry Trail. Extensive flooding was experienced throughout the area, resulting in the partial closure of Interstate 10 and numerous road closures along many of the valley's regional arterials. In the storm's aftermath, road closures and detours caused major delays for travelers, including emergency services personnel, jeopardizing safety within the Coachella Valley. CVAG's Transportation and Executive Committee have demonstrated commitment to finding solutions to the roadways that frequently close due to flooding and blowsand. Over a series of contracts, CVAG has been working with Michael Baker International to not only identify cost-effective solutions but then to complete additional design and get the projects construction ready.

At the September 26, 2022, meeting, after a competitive procurement process, the CVAG Executive Committee approved a professional service agreement in an amount of \$4,464,631.58 with MBI to provide design, engineering and environmental services (construction bid documents) for prioritized improvements on North Indian Canyon Road (from Sunrise Parkway to Palm Station Road), Varner Road (from Mountain View Road to Date Palm Drive) and Date Palm Drive (from I-10 to Varner Road). They had been identified in CVAG's 2019 Flood and Blowsand Risk Assessment and Improvement Plan for the Western Coachella Valley the study as project numbers INCN7, VRNR2, and DPLM5. They also were prioritized in coordination with the Cities

of Desert Hot Springs, Cathedral City and Palm Springs after considering conditions such as emergency and evacuation access, traffic volumes and stormwater flows. The scope of this design work consisted of improving the local agencies roads and bridges/culverts on the above-mentioned roads segments. Bridge/culvert structures are being designed to convey 100-year flood events at Whitewater River, Chino Canyon Creek, Willow Wash, and Long Canyon Wash crossings.

In coordination with Cathedral City staff, CVAG staff is now recommending to expand the limits of work to include Varner Road between Palm Drive and Mountain View Road. This 3.7-mile segment of Varner that connects Palm Drive to Date Palm Drive may act as an Interstate 10 bypass. MBI proposes to complete the ultimate design for this segment, including the design of bicycle and traffic signal improvements. When MBI completes their design work, Varner Road will be ready to construct as soon as those construction funds are secured.

Additionally, CVAG has requested that MBI expand their efforts to study blowsand mitigation that will include high-level research and analysis to further dive into potential alternatives for the North Indian Canyon segment. Based on more recent technologies, CVAG staff and MBI believe it is prudent to expand the potential alternatives analysis to include underground tunneling, introduction of physical means for sand deflection, and the potential for covered roadway sections to mitigate sand concerns. This project is unique, in that it needs to mitigate the blowsands from entering the road, but that any solution will also mitigate the flooding that occurs along this stretch of roadway. As part of this analysis, MBI will include cost estimates for the proposed solutions, along with coordination and documentation of the potential environmental impacts of the proposed solutions and mitigation measures that could be acceptable to allow for the proposed improvements. MBI would also explore the opportunity to work with researchers to construct field test and evaluate empirical data to test blowsand mitigation concepts. and model the improvements to determine their impacts and effectiveness. If modeling of the site becomes a viable alternative, the cost associated with modeling will be considered additional work and will be negotiated based on the cost to complete the modeling analysis.

Finally, CVAG is also requesting that MBI conduct a high-level Emergency Access Study for the City of Desert Hot Springs. The study will look at access in and out of Desert Hot Springs, in an effort to identify an all-weather corridor that would service the city during future storm events. The recent flooding caused by Tropical Storm Hilary has been noted to have severely impacted the Mission Creek Drainage and ultimately may have yielded 1,000 year storm level flows. In order to provide a resilient and continuous emergency access, MBI will utilize the 2019 Western Coachella Flooding and Blowsand Risk Assessment and Improvement Plan for Western Coachella Valley, and expand upon its findings and recommendations. The team will coordinate with Riverside County Flood Control to obtain estimated flow rates through the region based on the recent storm and look at additional infrastructure improvements that could assist in providing un-interrupted access in the case of a significant flooding event. Work will include coordination with regional agencies, environmental teams and City staff to determine potential impacts and mitigations of the proposed improvements. Each alternative will be analyzed for constructability and analyzed from a cost/benefit perspective. From this, various improvements shall be proposed and cost estimated to allow the City of Desert Hot Springs to program for and potentially apply for grant funding.

Staff is recommending approval of Amendment No. 1 and authorization to work with cities to amend the related reimbursement agreements. With this recommended action, the Executive Director and/or legal counsel would also be authorized to make clarifying changes prior to execution.

In addition to managing the agreement with MBI for pre-construction engineering services, CVAG staff is actively seeking outside funding for construction of these improvements. As detailed in a separate staff report, CVAG in July 2023 applied for \$50 million in construction funding through the Local Transportation Climate Adaption Program (LTCAP). If successful, this funding would be used to construct improvements along North Indian Canyon Road (from Sunrise Parkway to Palm Station Road). The LTCAP intends to improve the resiliency of transportation infrastructure at-risk of weather events, natural disasters or climate change.

Fiscal Analysis: Amendment No. 1 with MBI would add additional work to Indian Canyon and Varner, as well as add new tasks related to work in Desert Hot Springs. The design and engineering work required to advance these projects is for an additional \$794,786, inclusive of the \$115,000 related to work in Desert Hot Springs. This would increase the total cost from \$4,464,631.58 to an amount not to exceed of \$5,259,417.58. CVAG's share is 75% of the total cost, which is \$3,944,562.75. The Cities of Palm Springs, Cathedral City and Desert Hot Springs will provide their local shares of 25% of all associated costs, which are expected to be \$693,872.68, \$592,231.57 and \$28,750 respectively.



CVAG staff has been working closely with local staffs on this project, and there is sufficient regional transportation funding to cover the additional amendment costs.

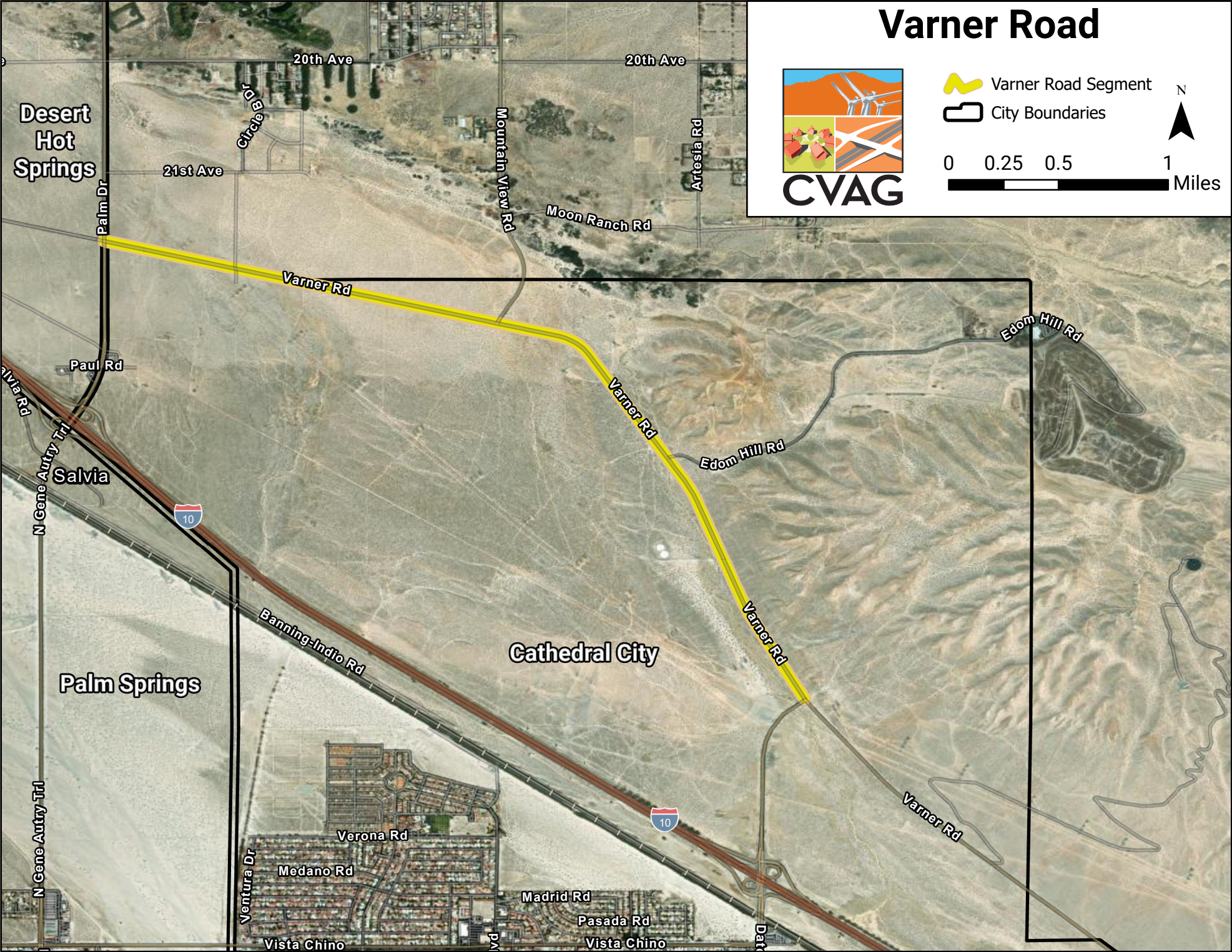
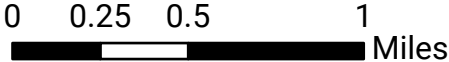
Attachments:

1. Project location map for Flooding and Blowsand Projects
2. Amendment No. 1 Professional Services Agreement with revised scope and fees

Varner Road



-  Varner Road Segment
-  City Boundaries



AMENDMENT NUMBER ONE
to the
MICHAEL BAKER INTERNATIONAL, INC.
DESIGN, ENGINEERING, AND ENVIRONMENTAL SERVICES CONTRACT
for the
WESTERN COACHELLA VALLEY
FLOOD AND BLOWSAND ROAD IMPROVEMENT PROJECT – PHASE I

This **AMENDMENT NUMBER ONE** is made and entered into this 25th day of September 2023, by and between the **Coachella Valley Association of Governments**, a California joint powers agency (**CVAG**), and **MICHAEL BAKER INTERNATIONAL, INC. (Consultant)**, and is made with reference to the following background facts and circumstances. All other terms and conditions shall remain the same as stated in the original Agreement dated September 26, 2022, for Western Coachella Valley Flood and Blowsand Road Improvement Project – Phase I.

1. This Amendment Number One authorizes CVAG funds in the amount not to exceed **\$679,786** for additional Michael Baker International (MBI) design and engineering services as outlined in Exhibit A-1. Additional Scope of Services.
2. The total amount payable under this agreement shall not exceed **\$5,144,417.58**.

Original Contract	September 26, 2022	\$4,464,631.58
Amendment Number One	September 25, 2023	<u>\$ 794,786.00</u>
Total Contract not-to-exceed		\$5,259,417.58

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

**COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS**

MICHAEL BAKER INTERNATIONAL, INC

By: _____
Tom Kirk, CVAG Executive Director

By: _____
Steve Latino, Associate Vice President

Date: _____

Date: _____

Attachment A-1

Michael Baker International – WCV Flood and Blowsand Project Amendment No. 1 Additional Scope of Services

Flooding within the Coachella Valley at specific crossings has been an ongoing concern for years. CVAG selected Michael Baker in 2019 to perform a study of twelve locations throughout the Western Coachella Valley. One of the locations was the crossing of Varner Road at the Willow Wash. In 2022, Michael Baker was selected to proceed with the design of Indian Canyon Road in Palm Springs. As the project has progressed, CVAG has asked Michael Baker to include the Varner Road crossing at the Willow Wash, with the addition of the ultimate roadway widening from Date Palm Drive to Palm Drive in the City of Cathedral City. The proposed scope of work, which will be similar in nature to the scope for Indian Canyon Road, will include additional survey work as well as significant right-of-way impacts, an EIR/EIS, and supporting drainage, traffic signal designs (2 new and 1 modification), traffic control plans, and structural work to design the Varner Crossing at Willow Wash as well as Varner Road to its General Plan Ultimate configuration from Date Palm Drive to Palm Drive. Due to the timing of the work, this project will track on a different schedule than Indian Canyon Road, which is due to the timing of the biological studies needed to complete the environmental work.

MBI will expand their efforts to study blowsand mitigation that will include high-level research and analysis to further dive into potential alternatives for the North Indian Canyon segment. Based on more recent technologies, CVAG staff and MBI believe it is prudent to expand the potential alternatives analysis to include underground tunneling, introduction of physical means for sand deflection, and the potential for covered roadway sections to mitigate sand concerns. This project is unique, in that it needs to mitigate the blowsands from entering the road, but that any solution will also mitigate the flooding that occurs along this stretch of roadway. As part of this analysis, MBI will include cost estimates for the proposed solutions, along with coordination and documentation of the potential environmental impacts of the proposed solutions and mitigation measures that could be acceptable to allow for the proposed improvements. MBI would also explore the opportunity to work with researchers to construct field test and evaluate empirical data to test blowsand mitigation concepts. and model the improvements to determine their impacts and effectiveness. If modeling of the site becomes a viable alternative, the cost associated with modeling will be considered additional work and will be negotiated based on the cost to complete the modeling analysis.

MBI will conduct a high-level Emergency Access Study for the City of Desert Hot Springs. The study will look at access in and out of Desert Hot Springs, in an effort to identify an all-weather corridor that would service the city during future storm events. The recent flooding caused by Tropical Storm Hilary has been noted to have severely impacted the Mission Creek Drainage and ultimately may have yielded 1,000 year storm level flows. In order to provide a resilient and continuous emergency access, MBI will utilize the 2019 Western Coachella Flooding and Blowsand Risk Assessment and Improvement Plan for Western Coachella Valley, and expand upon its findings and recommendations. The team will coordinate with Riverside County Flood Control to obtain estimated flow rates through the region based on the recent storm and look at additional infrastructure improvements that could assist in providing un-interrupted access in the case of a significant flooding event. Work will include coordination with regional agencies, environmental teams and City staff to determine potential impacts and mitigations of the proposed improvements. Each alternative will be analyzed for constructability and analyzed from a

cost/benefit perspective. From this, various improvements shall be proposed and cost estimated to allow the City of Desert Hot Springs to program for and potentially apply for grant funding.

DRAFT

ITEM 8C

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: Creation of an Ad Hoc Committee Focused on Improving Interstate 10

Contact: Tom Kirk, Executive Director (tkirk@cvag.org)

Recommendation: Create an ad hoc committee to work with Caltrans on highway improvements and approve members nominated by the Transportation Committee

Transportation Committee: Concurred (Meeting of September 11) and nominated the following members: *City of Desert Hot Springs Mayor Scott Matas (Chair), County of Riverside Supervisor V Manuel Perez, City of Palm Desert Councilmember Jan Harnik, City of Palm Springs Councilmember Lisa Middleton, and City of Indian Wells Councilmember Dana Reed*

Background: Interstate 10 is one of the Coachella Valley's major thoroughfares, serving as a critical corridor for interstate and international goods movement as it connects the Ports of Long Beach and Los Angeles with the rest of the country. CVAG has a longstanding partnership with both the Riverside County Transportation Commission (RCTC) and with Caltrans to deliver regional transportation projects along I-10. In recent months, members of the Transportation Committee have inquired about the status of I-10 projects as well as the need for graffiti abatement. This led to a presentation in June 2023 from Caltrans' new District 8 Director, Catalino A. Pining III.

In the daily rush to get to work or school, it can be easy to overlook the importance of Interstate 10 to the region. It does, however, come into sharp focus when the Coachella Valley experiences major events such as the Coachella and Stagecoach music festivals, which often turn the interstate into a parking lot. Tropical Storm Hilary, and the resulting flooding, further heightened awareness of how vital Interstate 10 is. It had to be closed overnight after the storm's record rainfall led to mudslides and flooding. Multiple interchanges were shuttered, and parts of the Bob Hope Road onramp were destroyed.

Improvements don't have to be just functional. Last month, CVAG Chair Scott Matas circulated a letter to CVAG's General Assembly outlining his vision for the 2023-24 fiscal year (This letter is presented as a separate item in the informational section of the agenda packet). Included in the letter was Chair Matas' proposal to establish an ad hoc committee to focus on improving Interstate 10 from the Banning Pass to the City of Blythe. The goal of this ad hoc committee would be to coordinate with Caltrans and RCTC to address longstanding traffic concerns, including through lane management and technology, as well as promote beautification and expand motorist assistance programs.

In addition to recommending the creation of the ad hoc committee, staff also ought the nomination of no more than five Transportation Committee members to serve on it. The recommended membership would be presented to the Executive Committee for approval when it meets in September.

Fiscal Analysis: Costs associated with the ad hoc committee would be covered under existing staff time.

ITEM 8D

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: Reimbursement Agreement for Avenue 50 Bridge Project over the La Quinta Evacuation Channel

Contact: Gustavo Gomez, Transportation Management Analyst (ggomez@cvag.org)

Recommendation: Approve the Reimbursement Agreement with the City of La Quinta for the Avenue 50 Bridge project from Washington Street spanning the Evacuation Channel, providing a total not-to-exceed amount of \$3,849,750 in regional funding for the project's Plans, Specifications & Estimates, right-of-way, and construction phases

Transportation Committee: Concurred (Meeting of September 11)

Background: The City of La Quinta is requesting regional transportation funding to cover the design, right-of-way, and construction of a new bridge along Avenue 50 spanning the La Quinta Evacuation Channel. Improving Avenue 50 has long been a regional priority and this project represents a partial segment described in CVAG's 2016 Transportation Project Prioritization Study (TPPS). The project is listed as the 34th ranked project with 11 points.

The City of La Quinta estimates that Plans, Specifications & Estimates (PS&E), Right of Way (ROW) and construction phases will cost \$16,349,000. The City has been successful in securing \$11,216,000, in Highway Bridge Program (HBP) funds, which is 80% of the total federal participating cost. The remaining non-participating cost is about \$5.1 million, with CVAG's regional share of the cost at \$3,849,750. Without outside funding, CVAG's share of the estimated project cost would have been nearly \$12.3 million.

While this project is not in the top 10 percent, CVAG staff are recommending approval of the reimbursement agreement based on the availability of external funding. The PS&E phase of the project should be complete by Fiscal Year 2026/2027, with construction starting by summer 2028. It is also worth noting that including this project, nearly all segments described in the 2016 TPPS for Avenue 50 are in various phases of development. CVAG staff is also recommending that the agreement include language for the future development of the Regional Traffic Signal Synchronization Master Plan (CV Sync) project and incorporate best practices with respect to bicycle and pedestrian safety. With this recommended action, the Executive Director and/or legal counsel would also be authorized to make clarifying changes prior to execution.

Fiscal Analysis: The Avenue 50 bridge over the evacuation channel is estimated to cost \$16,349,000 for all phases of the project.

The Highway Bridge Program (HBP) funds will cover \$11,216,000, which includes design through construction. The proposed agreement would cover the remaining non-participating cost of

\$5,133,000. Under CVAG's usual policy of funding Measure A eligible projects, CVAG's 75% regional share of the cost is \$3,849,750, and the city's 25% local share is \$1,283,250. There are sufficient regional transportation funds to cover the City's request for this project.

The reimbursement agreement provides that the regional share will be paid as a reimbursement to the jurisdiction as invoices are submitted and approved. The City of La Quinta shall be responsible for paying 100% of non-eligible costs for reimbursement by CVAG.

Attachments:

1. City of La Quinta Request Letter
2. Avenue 50 Bridge Conceptual Plans
3. Reimbursement Agreement



May 30, 2023

Mr. Tom Kirk
Executive Director
Coachella Valley Administration of Governments
74-199 El Paseo Suite 100
Palm Desert, CA 92260
Attention: Jonathan Hoy, PE

Subject: Request for Funding for the Avenue 50 Bridge over the Evacuation Channel Project in the City of La Quinta, BR-NBIL(547), City Project No. 2019-02

Dear Mr. Kirk,

The City of La Quinta respectfully requests the Coachella Valley Association of Governments (CVAG) to contribute 75% of the local share towards the costs of an all-weather bridge along Avenue 50 spanning the Evacuation Channel in La Quinta. The project is listed in the 2016 Transportation Project Prioritization Study (TPPS) as the 34th ranked project (Buildable Project No. B-213). The project is partially funded with Highway Bridge Program (HBP) funds. The HBP will provide 80%, up to \$11,216,000.00 towards the proposed bridge.

The following represents the estimated project budget as of May 2023, and the proposed funding shares:

	Project Cost	Federal Particip.	Federal Share (80%)	Local Share
PS&E	\$3,393,568.00	\$1,900,000.00	\$1,520,000.00	\$1,873,568.00
ROW (2024/25)	\$1,505,000.00	\$1,320,000.00	\$1,056,000.00	\$449,000.00
CON/CE (2026/27)	\$11,450,432.00	\$10,800,000.00	\$8,640,000.00	\$2,810,432.00
TOTAL	\$16,349,000.00	\$14,020,000.00	\$11,216,000.00	\$5,133,000.00

Proposed CVAG Contribution (75%): \$3,849,750

Proposed La Quinta Contribution (25%): \$1,283,250.00

The HBP funds for the first phase of the PS&E have been allocated in March 2023. It is anticipated that the second phase will be allocated by 2025/2026. The City further anticipates to complete the PS&E phase by 2026/2027, proceed into the ROW phase thereafter and start construction by 2027/2028.

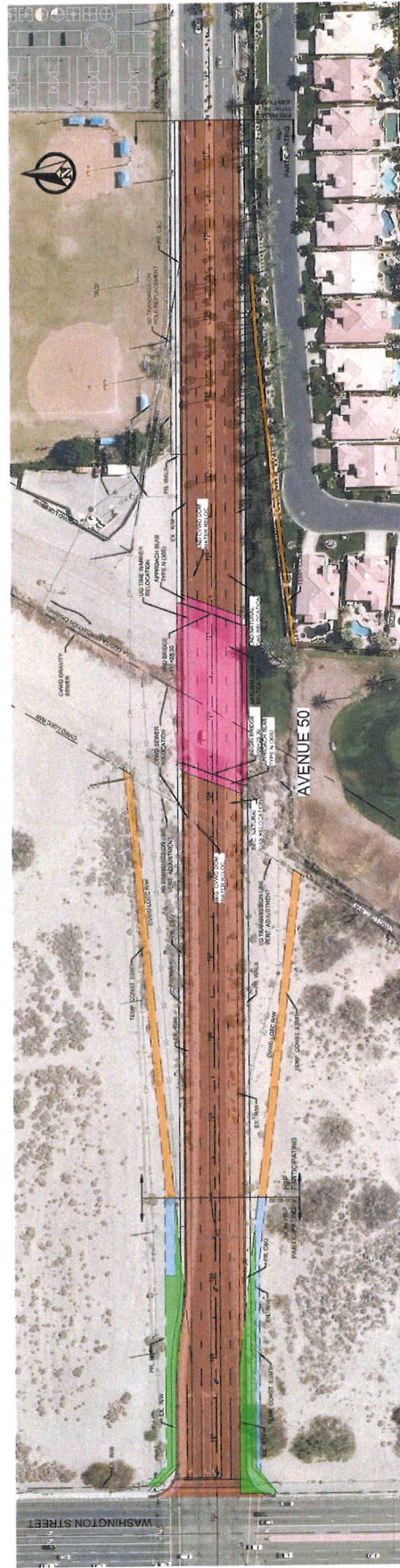
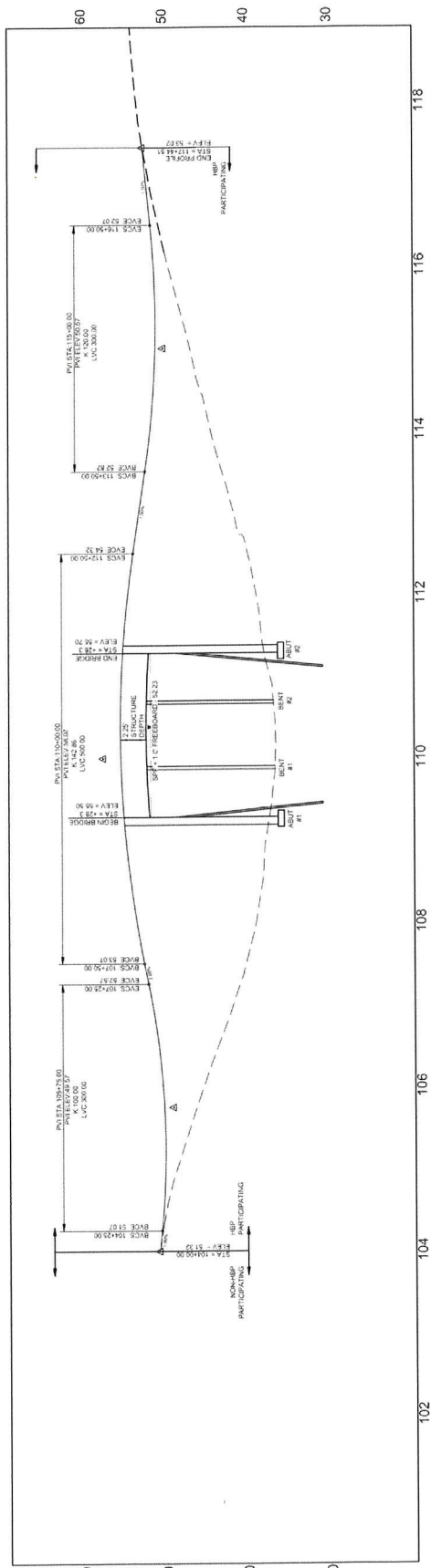
Thank you for your consideration, should you have any questions, please contact Josh Nickerson at JNickerson@naiconsulting.com or by phone at (760) 323-5344. You can also contact me at bmckinney@laquintaca.gov or by phone at (760) 777-7045.

Thank you for your consideration,



Digitally signed by Bryan McKinney
Date: 2023.05.26 15:20:12 -07'00'

Bryan McKinney, P.E.
Public Works Director/City Engineer



- LEGEND**
- PR, RW ACQUISITION (NON-HBP)
 - PR, TCE ACQUISITION (HBP)
 - PR, TCE ACQUISITION (NON-HBP)
 - PR, ROADWAY RECONSTRUCTION
 - PR, BRIDGE



AVENUE 50 BRIDGE OVER LQEC UTILITY, RW AND ROADWAY EXHIBIT

MARCH 19, 2015

**AGENCY REIMBURSEMENT AGREEMENT
BY AND BETWEEN CVAG AND THE CITY OF LA QUINTA**

**PLANS, SPECIFICATIONS & ESTIMATES (PS&E), RIGHT-OF-WAY (ROW) AND
CONSTRUCTION FOR THE AVENUE 50 BRIDGE FROM WASHINGTON STREET
TO EAST OF THE EVACUATION CHANNEL**

THIS AGREEMENT is made and entered into this 25th day of September 2023, by and between the **City of La Quinta ("Agency")**, and the **Coachella Valley Association of Governments**, a California joint powers agency, ("**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,

Under CVAG's policy of funding eligible projects with 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.

Agency desires to proceed with the Plans Specifications & Estimates (PS&E), Right of Way (ROW) and Construction for the **Avenue 50 Bridge Project from Washington Street to East of the Evacuation Channel. The estimated cost of the Project after accounting for federal high bridge program funds will be approximately \$5,133,000. CVAG's share of the Project cost is not-to-exceed \$3,849,750** being the maximum

approved Regional Share of the 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 CVAG's Transportation Project Prioritization Study or specifically authorized by CVAG's Executive Committee. The Project was specifically approved by CVAG's Executive Committee as consistent with the TPPS on 26 June 2017, and is therefore eligible.
2. The Project is generally described as and consists of the following: **plans, specifications & estimates (PS&E), right-of-way (ROW) and construction for Avenue 50 bridge from Washington Street to East of the Evacuation Channel.** These services will hereinafter be referred to as the "Project".
3. 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. The cost estimates include a calculation intended to allow the Agency to recover an amount representing the time of its employed staff in working on the Project as well as amount the Agency shall pay to outside contractors in connection with the Project. CVAG's cost share for the project will be seventy-five (75%) as shown on Exhibit "B" unless amended pursuant to the provisions of Paragraph 6.

This Agreement shall establish a Time Trigger, which will require that the start of the Construction Phase of the Project must begin by September 11th, 2028.

4. It is the agreement between CVAG and Agency that of the total estimated cost of the project, after Federal participating funds will be approximately \$5,133,000.00, CVAG's Regional Share will equal \$3,849,750.00 and the Local share shall be \$1,283,250.00 as well as equal one-hundred percent (100%) of all costs not eligible for reimbursement by CVAG. This Agreement shall establish that CVAG may decline or delay regional funds should it be determined that such action is necessary to maintain a minimum balance of regional funds.
5. Agency agrees to seek reimbursement of only those costs which are eligible for reimbursement by CVAG, as outlined in the CVAG Policies and Procedures Manual for the Regional Arterial Program, as most recently amended.
6. 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.

6.1 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.

6.2 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.

7. 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.
8. 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.
9. 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.
10. 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.

11. 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.

- 11.1 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;

- 11.2 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,

- 11.3 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.

12. 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.

13. 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.

14. 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.

15. 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.
16. 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 insureds," within 30 days of signing a contract with the prime contractor.
17. 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.
18. 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.

19. 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.
20. This Agreement may not be assigned without the express written consent of CVAG first being obtained.
21. Agency, its successors in interest and assigns shall be bound by all the provisions contained in this Agreement.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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; sent by certified or registered mail, return receipt requested, postage prepaid; or electronic mail to transportation@cvag.org to the following parties at the following addresses or numbers:

If to **City of La Quinta:**

Jon McMillen
City Manager
City of La Quinta
78495 Calle Tampico
La Quinta, CA 92253
Telephone: (760) 391-4000

If to **CVAG:**

CVAG
74199 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.

27. 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.
28. 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.
29. 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.

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

31. 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.

32. 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.

33. 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:

CITY OF LA QUINTA

By: _____ By: _____
Jon McMillen, City Manager Linda Evans, Mayor

ATTEST:

CVAG

By: _____ By: _____
Tom Kirk, Executive Director Scott Matas, Chair

EXHIBIT "A"

SCOPE OF SERVICES

AGENCY REIMBURSEMENT AGREEMENT BY AND BETWEEN CVAG AND THE CITY OF LA QUINTA

PLANS, SPECIFICATIONS & ESTIMATES (PS&E), RIGHT-OF-WAY (ROW) AND CONSTRUCTION FOR THE AVENUE 50 BRIDGE FROM WASHINGTON STREET TO EAST OF THE EVACUATION CHANNEL

The Scope of Services for this Project includes design, right of way and construction of a new bridge on Avenue 50 Bridge from Washington Street to the East side of the Evacuation Channel.

The proposed scope of work for this Project includes design improvements for Avenue 50 to the ultimate condition, with two lanes in each direction, sidewalks, and bike lanes on each side. The intersection traffic signals will be constructed to be consistent with the Regional Traffic Signal Synchronization Master Plan and incorporate best practices consistent with the Regional ATP Design Guidelines.

EXHIBIT "B"

ESTIMATE OF COST

AGENCY REIMBURSEMENT AGREEMENT BY AND BETWEEN CVAG AND THE CITY OF LA QUINTA

PLANS, SPECIFICATIONS & ESTIMATES (PS&E), RIGHT-OF-WAY (ROW) AND CONSTRUCTION FOR THE AVENUE 50 BRIDGE FROM WASHINGTON STREET TO EAST OF THE EVACUATION CHANNEL

The total estimated cost for the project after accounting for federal high bridge program funds will be approximately \$5,133,000.

In accordance with CVAG policy, CVAG agrees to pay 75% of the qualified costs, in this case the estimated as not-to-exceed \$3,849,750. The Local Share shall be \$1,283,250 as 25% of the project cost, as well as one hundred percent (100%) of all costs not eligible for reimbursement by CVAG.

The City of La Quinta as Lead Agency agrees to invoice CVAG for 75% of the eligible project cost.

Summary

Phase	Project Cost after HBP Fund.	Local Share 25%	Regional Share 75%
PS&E	\$ 1,873,568.00	\$ 468,392.00	\$ 1,405,176.00
ROW	\$ 449,000.00	\$ 112,250.00	\$ 336,750.00
CON	\$ 2,810,432.00	\$ 702,608.00	\$ 2,107,824.00
TOTAL	\$ 5,133,000.00	\$ 1,283,250.00	\$ 3,849,750.00

PS&E= Plans, Specifications & Estimates; ROW= Right-of-Way; CON= Construction

ITEM 8E

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: Designation of 2024 State Transportation Improvement Program (STIP) Funds

Contact: Jonathan Hoy, Director of Transportation (jhoy@cvag.org)

Recommendation:

1. Approve Riverside County Transportation Commission (RCTC) staff's recommendation to program \$6,632,729 of Coachella Valley's 2024 STIP funding toward CV Rail Tier 2 environmental phase; and
2. Authorize the Executive Director to recommend to RCTC that it designate an estimated \$6,778,587 in available 2024 STIP funding to the Interstate 10/Monroe Street Interchange Project, contingent on an evaluation of the project's estimated construction cost increases, project schedule and local funding

Transportation Committee: Concurred (meeting of September 11)

Background: The State Transportation Improvement Program (STIP) is a five-year program of projects administered by the California Transportation Commission (CTC). It is updated every two years outlining the commitment and programming of transportation funds for the State's multimodal transportation system, including: highways, rail, transit, local roads, and bike and pedestrian facilities. On August 16, 2023, the CTC adopted its final STIP Fund Estimate (FE) that estimates how much funding will be available for programming for the next five-year period, fiscal years 2024/25 through 2028/29.

The 2024 STIP FE identifies county share targets for each region in the state. Riverside County's target share will be distributed in accordance with the STIP intracounty distribution formula approved in 1998 through a MOU between CVAG, Riverside County Transportation Commission and Western Riverside County Council of Governments (WRCOG). STIP funds are allocated to Western County (79.91%), Coachella Valley (19.70%), and Palo Verde Valley (0.39%) based on the most recent fiscal year taxable sales by geographic area used for Measure A allocations.

The total amount of Riverside County 2024 STIP funding available for new project programming is \$57,925,465, distributed as follows:

Western County	79.91 percent	\$46,288,239
Coachella Valley	19.70 percent	\$11,411,316
Palo Verde Valley	0.39 percent	\$225,909

In addition to the \$11,411,316 of new funding identified in the 2024 STIP FE, \$2 million will be added to Coachella Valley's share to account for the de-programming of 2020 STIP funding from the Interstate 10/Avenue 50 Interchange project. This de-programming occurred because the project did not meet the required time trigger placed on it by CVAG's Executive Committee on September 30, 2019. The additional funding will bring the total Coachella Valley amount of 2024 STIP funding available for programming to \$13,411,316.

With this action, CVAG staff is recommending a proposal by RCTC to fund additional work on CV Rail. Additionally, RCTC has requested that CVAG nominate a project or projects for the remaining funds and notify them for final concurrence and submittal to the CTC for programming. Once the nomination is made, Caltrans will prepare an Interregional Transportation Improvement Plan (ITIP) and submit it to the CTC by December 15, 2023. In order to meet this timeline, CVAG staff is recommending steps be taken to allocate the remaining funding to Interstate 10/Monroe Street Interchange Project, pending an evaluation of the project's estimated construction cost increases, project schedule and local funding.

CV Rail

In the 2022 STIP, RCTC programmed \$15,658,000 on the CV Rail Tier 2 environmental document. This represented the county's maximum share, rather than their target share. The ability to program up to a county's maximum share is not without risk, and is dependent on STIP programming of other counties. Some counties, particularly smaller ones that do not receive substantive STIP funding in a single STIP cycle, opt to save up their STIP shares over several STIP cycles for use on a big-ticket project. In other instances, sometimes a big project is not ready to move forward on time so STIP capacity gets freed up for the year the project was originally programmed in. Fortunately, the CTC approved Riverside County's maximum share, and the \$15.658 million CV Rail funding was included in the 2022 STIP.

When RCTC programmed the \$15,658,000 for the CV Rail project in 2022, there was no consideration or discussion on how this programming should be split between the Western County and the Coachella Valley. RCTC staff is now recommending that there should be a proportional cost share between Riverside County geographic areas. Based on this approach, 64 percent of CV Rail's track mileage is in the Coachella Valley. Therefore, the Coachella Valley's STIP formula share contribution to CV Rail should be \$10,021,120. Utilizing its taxable sales share of the \$15,658,000 2022 STIP amount programmed on CV Rail, the Coachella Valley would only be contributing \$3,388,391; combining this with the proposed \$6,632,729 of 2024 STIP Coachella Valley share would achieve the Coachella Valley's \$10,021,120 track mileage share STIP contribution to the CV Rail Tier 2 environmental phase.

Using the approach outlined above, RCTC staff is recommending that \$6,632,729 of 2024 STIP Coachella Valley share be programmed towards the CV Rail project. CVAG staff is supporting their recommendation.

Interstate 10/Monroe Street Interchange Project

Because of the complexity of the STIP program and steps to process these funds through the CTC, CVAG has historically designated STIP funding for the largest, often "federalized," transportation projects in the Coachella Valley and for projects that have cleared or will soon clear the environmental process. STIP funds routinely are allocated to large projects, such as highway interchanges, that are going to be under construction in the next five years.

On September 27, 2021, the Executive Committee designated Coachella Valley's entire 2022 STIP share of \$7.55 million towards the Interstate 10/Monroe Street Interchange project. This interchange project was ranked number one by CVAG's 2016 Transportation Project Prioritization Study (TPPS) and was scheduled to be construction ready in early 2025.

At the December 5, 2022 meeting, the Executive Committee took additional steps to fund construction of the Interstate 10/Monroe Street Interchange Project when they allocated \$30,847,500 in regional transportation funding and authorized the Executive Director to work with RCTC to allocate \$26.232 million in federal Surface Transportation Block Grant (STBG) funds and \$14 million in state Local Partnership Program (LPP) formula funds. To secure these funds, the project must be ready for construction in 2025 as planned.

Recently, while considering the Coachella Valley's 2024 STIP project nomination, CVAG staff reached out to the City of Indio to confirm that the Interstate 10/Monroe Street Interchange Project is on schedule and on budget. CVAG was subsequently notified that the project has experienced significant cost increases between the 65% plans estimate provided in December 2022 and the 95% plans estimate developed by the project's engineer in May 2023. The total construction cost has increased from \$65 million to \$86 million, which is a 33% increase. The additional costs include additional costs related to construction, right of way acquisition and construction management. This funding gap could potentially put at risk the matching federal and state funding allocated toward the project.

A breakdown of the cost estimates are summarized here:

	65% Estimate	95% Estimate
Project Study Report (PSR)	\$1,500,000	\$1,500,000
Project Approval/ Environmental Documentation (PAED)	\$1,800,000	\$1,800,000
Plans Specifications & Estimates (PSE)	\$5,800,000	\$5,800,000
Right of way	\$6,700,000	\$7,900,000
Construction	\$65,000,000	\$86,000,000
Construction Management	\$8,200,000	\$14,340,000
Total	\$89,000,000	\$117,340,000

CVAG staff is currently working with the City of Indio, County of Riverside and their project team to evaluate the project's estimated construction cost increases, project schedule and funding to determine whether CVAG should recommend to RCTC that it designate an estimated \$6,778,587 in available 2024 STIP funding to the Interstate 10/Monroe Street Interchange Project. The work to analyze these costs is underway, but a final determination was not available by the time this staff report was issued to the Transportation Committee. Should CVAG staff confirm the figures and concur with the analysis, the recommended action would provide the Executive Director to submit the project to RCTC in accordance with the timeline to the CTC.

Fiscal Analysis: The total Coachella Valley amount of 2024 STIP funding available for programming is \$13,411,316. CVAG staff is supporting RCTC's recommendation that \$6,632,729 be used to fund the CV Rail Tier 2 environmental document.

The Executive Director would also be authorized to recommend the remaining balance of \$6,778,587 be available to program on the Interstate 10/Monroe Street Interchange Project. This authorization would be contingent on a CVAG staff analysis of the higher cost estimate recently provided by the City of Indio.

Investing STIP funding will have a positive impact on CVAG's regional funds as it preserves regional transportation funding that can be used for other transportation projects in the Coachella Valley.

ITEM 8F

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: Regional Approach to Regulating Mylar Balloons in Public Spaces

Contact: Erica Felci, Chief Operating Officer (efelci@cvag.org)

Recommendation from the Public Safety Committee: Adopt the Palm Desert ordinance on mylar balloon restrictions and distribute to cities (Meeting of September 11)

Recommendation from the Energy & Sustainability Committee: In lieu of supporting an ordinance, launch a public awareness campaign about dangers of improper use of Mylar balloons (Meeting of September 14)

Background: Over the course of several meetings last year, the Public Safety Committee was provided updates on the increasing public safety concerns related to Mylar balloons and power outages. The issue, which has drawn attention from both Southern California Edison (SCE) and Imperial Irrigation District (IID), led to discussions around both the sale and possession of Mylar balloons.

In November 2022, CVAG staff sought direction on pursuing a model ordinance being circulated by IID in order to address power outages in the Coachella Valley. The concept of limiting the sale and/or possession of Mylar balloons prompted significant discussion. At the time, the Public Safety Committee did not take a position on a model ordinance that IID had drafted, but instead requested CVAG staff continue to track the issue. Based on the Public Safety Committee's recommendation, CVAG also supported statewide legislation that better regulates Mylar balloons.

Mylar balloons are made with Mylar nylon, a non-biodegradable material, and are typically coated with a metallic finish that conducts electricity. These balloons are a common feature at celebratory events such as birthdays or graduations, and they stay inflated for two weeks or longer. When they are not sufficiently weighted and are released into the air, Mylar balloons have the potential to contact power lines, which can result in power outages and fires.

On April 13, 2023, the Palm Desert City Council discussed local regulations of Mylar balloons and provided direction to City staff about taking steps to limit their use. In June 2023, the Palm Desert City Council adopted Ordinance No. 1397, which states "*Within the limits of any public park or recreation area of the city, no person shall possess, bring, decorate with, or use a foil balloon that is filled with a gas lighter than air.*" The ordinance (attached) went into effect on August 20, 2023. According to City staff, signage is being posted in all city parks and the City is adding language to its various special events applications to inform the public. The City is currently focused on educational efforts to make sure residents and visitors are aware of the ban. In the future, should significant issues arise, City staff stated they will evaluate whether there is any need for code enforcement engagement or consideration of fines.

Palm Desert City officials have asked CVAG staff to renew discussions around a regional approach on addressing Mylar balloons, and specifically requested that the City's ordinance be brought to the Energy & Sustainability Committee. Because this issue had previously originated with the Public Safety Committee, CVAG staff this month provided both Committees with this update and sought direction on whether to pursue a regional ordinance to address the use of Mylar balloons. Staff noted that the Committees could recommend that CVAG endorse Palm Desert's approach and circulate it to member jurisdictions for their individual considerations. The Committee could also recommend that a broader approach is considered, which would require additional CVAG staff time before the item to be brought back at a future meeting.

The issue prompted a lively discussion at both Committees when it was presented. However, the Committees recommended different next steps. The Public Safety Committee, which met on September 11, recommended CVAG make a regional adoption of the Palm Desert ordinance on Mylar balloon restrictions and distribute to cities. The Energy & Sustainability Committee, which met on September 14, did not recommend supporting the ordinance. Instead, they recommended a regional public awareness campaign about dangers of improper use of Mylar balloons. Staff is now presenting both recommendations to the Executive Committee for consideration.

CVAG staff would also note that, since 1990, California has prohibited the release of Mylar balloons into the air in an effort to help reduce power outages. Additional legislative efforts have sought to limit the manufacture or sale of celebratory foil balloons. In June 2022, based on the direction and recommendation of the Public Safety Committee, the CVAG Executive Committee issued support for Assembly Bill 847, authored by Assemblymember Bill Quirk (D-Hayward), which aimed to impose additional regulations to govern the manufacture or sale of celebratory foil balloons. The version of AB 847 that was signed by the Governor was amended after CVAG's committees endorsed it. Whereas the bill initially aimed to ban the sale of Mylar balloons in 2026 if they cannot pass certain standards and requirements, the final version has a much longer phase-out that will start no sooner than January 2027 and could extend past 2031.

Fiscal Analysis: There is no cost to CVAG for this informational update. The distribution of a model ordinance can be covered under existing staff time, should the Executive Committee endorse a regional approach to addressing Mylar balloons.

It was unclear from the Energy & Sustainability Committee's recommendation if members were encouraging a regional informational campaign led by cities, or if they anticipated CVAG leading such an outreach effort. Such a campaign was not anticipated in this year's budget. CVAG staff would have to return with the financial impacts and recommendations on how to fund them should staff be directed to lead a regional education campaign.

Attachment: Palm Desert City Ordinance No. 1397, banning Mylar balloons from public parks

ORDINANCE NO. 1397

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM DESERT, CALIFORNIA, AMENDING TITLE 11 PARKS, CHAPTER 11.01 GENERAL PROVISIONS, PROHIBITING MYLAR BALLOON USE IN CITY PARKS, AND MAKING A FINDING OF EXEMPTION UNDER CEQA

WHEREAS, balloons made of foil, metallic foil, or other electrically conductive material, also known as Mylar Balloons, pose a safety hazard when released into the air as they can cause power outages, explosions, downed power lines and damaged infrastructure when coming near or into direct contact with high-voltage power lines, resulting in costly repairs and/or hours of power outages affecting City of Palm Desert residents and businesses; and

WHEREAS, State law prohibits the outdoor release of any balloon made of electrically conductive material that is inflated with a gas lighter than air (California Penal Code Section 653.1), and requires an object of sufficient weight to be affixed to each balloon at the time of sale or distribution to counter the lift capability of the balloon, and also requires a permanent warning notice regarding the conductivity and danger of Mylar Balloons, along with the manufacturer's name printed on the balloon (California Business & Professions Code Section 22942); and

WHEREAS, on September 18, 2022, AB 847 Electrically Conductive Balloons was chaptered into state law, further requiring any person who sells, offers for sale, or manufacturers for sale in this state, any foil balloon, shall comply with the standardized testing requirements to be established by the Institute of Electrical and Electronics Engineers (IEEE) ensuring the balloon will not cause a fault at high-voltage electric distribution levels no later than four (4) years from the commencement date, or on or around January 1, 2031 (California Business & Professions Code Section 22942); and

WHEREAS, the City of Palm Desert desires to implement an additional measure to prohibit the use of Mylar balloons at City parks to mitigate the dangerous impacts from these balloons coming into contact with power lines and otherwise creating a negative impact on the environment; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred.

THE CITY COUNCIL OF THE CITY OF PALM DESERT DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. Amendment to Municipal Code. Palm Desert Municipal Code Title 11 *Parks*, Chapter 11.01 *General Provisions*, Section 11.01.010 *Definitions* is hereby amended to include the definition of "Foil balloon" in alphabetical order as follows:

“Foil balloon” means any balloon constructed of electrically conductive material, including, foil, metallic foil, Mylar, or other transparent plastic/polyester resin designed to be inflated with air or other gas including a gas lighter than air causing it to float, and may be used for decorative, toy, or entertainment purposes.”

SECTION 3. Amendment to Municipal Code. Palm Desert Municipal Code Title 11 *Parks*, Chapter 11.01 *General Provisions*, Section 11.01.010 *Definitions* is hereby amended to include the definition of “Gas lighter than air” in alphabetical order as follows:

“Gas lighter than air” means a gas that has a lower density than normal atmospheric gases and rises above them as a result, including, but are not limited to helium, hydrogen, nitrous oxide, methane, and nitrogen.”

SECTION 4. Addition to Municipal Code. Subsection AA. is added to Section 11.01.080 *Prohibited conduct generally*, Chapter 11.01 *General Provisions*, Title 11 *Parks* of the Palm Desert Municipal Code to read as follows:

“11.01.080 Prohibited conduct generally.

Within the limits of any public park or recreation area of the city, no person shall:

[...]

AA. Possess, bring, decorate with, or use a foil balloon that is filled with a gas lighter than air.”

SECTION 5. Severability. If any section, subsection, clause or phrase of this Ordinance or any part thereof is for any reason held to be invalid, unconstitutional, or unenforceable by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Ordinance. The City Council declares that it would have passed each section, subsection, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause or phrase would be declared invalid, unconstitutional or unenforceable.

SECTION 6. CEQA. The City Council finds that this Ordinance is exempt from the provisions of the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Sections 15060(c)(2) and 15061(b)(3) in that the proposed changes are not anticipated to result in a direct or reasonably foreseeable indirect physical change in the environment, nor will the proposed changes have the potential for causing a significant effect on the environment. This Ordinance is further exempt from the provisions of CEQA pursuant to Section 15308 of the State CEQA Guidelines as an action to assure the maintenance, restoration, enhancement, or protection of the environment.

SECTION 7. Publication. The City Clerk of the City of Palm Desert, California, is hereby directed to publish this Ordinance in the Desert Sun, a newspaper of general circulation, published and circulated in the City of Palm Desert, California, and shall be in full force and effective thirty (30) days after its adoption.

ADOPTED ON June 22, 2023.

DocuSigned by:

Kathleen Kelly

002E74011AG0404...

KATHLEEN KELLY
MAYOR

ATTEST:

DocuSigned by:

Anthony J. Mejia

0000A100720D407...

ANTHONY J. MEJIA
CITY CLERK

I, Anthony J. Mejia, City Clerk of the City of Palm Desert, California, do hereby certify that Ordinance No. 1397 is a full, true, and correct copy, and was introduced at a regular meeting of the Palm Desert City Council on June 08, 2023, and adopted at a regular meeting of the City Council held on June 22, 2023, by the following vote:

AYES: HARNIK, NESTANDE, QUINTANILLA, TRUBEE, AND KELLY
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE
RECUSED: NONE

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Palm Desert, California, on 6/23/2023.

DocuSigned by:

Anthony J. Mejia

0000A100720D407...


ANTHONY J. MEJIA
CITY CLERK

ITEM 9a

2022/2023 EXECUTIVE COMMITTEE ATTENDANCE ROSTER



CVAG JURISDICTION	JUL	AUG	SEP	OCT	NOV(Dec)	DEC	JAN	FEB	MAR	APR	MAY(JUN)	JUN
Blythe	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Cathedral City	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Coachella	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Desert Hot Springs	-	-	✓	-	✓	-	-	✓	-		✓	✓
Indian Wells	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Indio	-	-	✓	-		-	-	✓	-	✓	✓	✓
La Quinta	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Palm Desert	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Palm Springs	-	-	✓	-	✓	-	-	✓	-	✓		✓
Rancho Mirage	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Riverside County	-	-	✓	-	✓	-	-	✓	-	✓	✓	✓
Agua Caliente Band of Cahuilla Indians	-	-		-	✓	-	-		-	✓	✓	
Cabazon Band of Mission Indians	-	-	✓	-	✓	-	-	✓	-			
Torres Martinez Desert Cahuilla Indians	-	-	✓	-		-	-	✓	-		✓	
Twenty-Nine Palms Band of Mission Indians	-	-		-		-	-		-			

Absent 
 No Meeting -
 Present ✓

ITEM 9b

Coachella Valley Association of Governments Executive Committee September 25, 2023



STAFF REPORT

Subject: Status of I-10 Interchange Projects

Contact: Gustavo Gomez, Transportation Management Analyst (ggomez@cvag.org)

Recommendation: Information

Background: Attached is the status for Interstate 10 interchange projects as of August 2023:

Completed

- | | |
|-------------------------------------------|------------------------------------------|
| 1) Indian Canyon @ I-10 (Mar '12) | 4) Monterey Avenue Ramp @ I-10 (Apr '15) |
| 2) Gene Autry/Palm Drive @ I-10 (Mar '12) | 5) Bob Hope/Ramon @ I-10 (Sep '11) |
| 3) Date Palm Drive @ I-10 (May '14) | 6) Jefferson Street @ I-10 (Nov '17) |

Monroe @ I-10

Final environmental document approved by Caltrans & PS&E phase is ongoing. The 95% plans are being reviewed. Additional funding sources have been secured to fully fund construction.

Jackson @ I-10

Environmental document was approved in September 2021. CVAG approved funding for PS&E. PS&E phase started in May 2022 and work is ongoing.

Avenue 50 @ I-10

PS&E contract underway.

Avenue 50 @ SR 86

Funding agreement amendment for PS&E and ROW acquisition approved by Executive Committee in September 2020.

Dillon Road @ I-10 @ SR 86

PA&ED underway. Caltrans Approved Preliminary Environmental Study (PES) on July 13, 2020.

Golf Center Parkway @ I-10

PSR on hold.

Da Vall Drive @ I-10

PSR/PDS is complete and approved by Caltrans. Caltrans submitted an agreement to proceed with PA&ED phase for evaluation.

Portola @ I-10

County completed PS&E and obtained Caltrans approval to shelve the project in April 2022. Per CVAG approval in June 2022, project has been suspended.

Fiscal Analysis: Funding for these projects has been budgeted through the project phase indicated and secured through various funding sources. There is no additional fiscal impact.

ITEM 9c

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
Regional Arterial Program - Project Status Report
9/20/2023



Project Description	Lead	CVAG Funded						Status
	Agency	PEng	ENV	PS&E	ROW	CON	Through	
Interchanges								
Avenue 50 @ 86S	COA						PS&E	CVAG approved funding for PS&E & ROW.
Avenue 50 @ I-10	COA						PS&E	PS&E contract underway.
Jackson Street @ I-10	COR						PS&E	Final Env Doc approved by Caltrans. CVAG approved PS&E funds. PS&E phase ongoing.
Monroe Street @ I-10	COR						Construction	Final Env Doc approved by Caltrans. 95% PSE submittal being reviewed.

Arterial Links								
Avenue 48 (Van Buren St to Dillon Rd)	COA						ROW	Final design and ROW underway. CVAG approved Construction funds.
Avenue 50 (Calhoun St to Harrison St)	COA						Construction	PS&E under way.
Avenue 50 (Jefferson St to Jackson St)	Indio						Environmental	Under design and environmental phase.
Date Palm Drive (I-10 to Varner Rd)	CC						PS&E	Phase II is completed. The final design for Phase III in underway.
Jackson Street Widening (Ave 49 to Ave 52)	Indio						PS&E	Environmental filed on October 2021. PS&E & ROW underway.
Jefferson Street (Ave 38 to Sun City Blvd)	Indio						Environmental	Under design and environmental phase.
Madison Street (Highway 111 to Ave 48)	Indio						Construction	Under construction.

Bridges								
Airport Boulevard Bridge	COR						Design	CVAG approved design & construction funding.
Avenue 44 Bridge over WWR	Indio						Construction	Enviro cleared. ROW cleared. Plans are at 99%. Pending funding from Caltrans.
Avenue 50 Bridge over WWR	COA						PS&E	95% PS&E underway.
Avenue 66 Grade Separation over UPRR	COR						Construction	Finalizing landscaping and awaiting final acceptance for maintenance by Caltrans.
Cathedral Canyon Drive Bridge	CC						Construction	Construction complete. Completing close out documentation by Caltrans.
Dune Palms Road Bridge over WWR	LQ						Construction	Project under construction. City constructing project by advancing Highway Bridge Project (HBP) funding.
East Palm Canyon Drive Bridge over Palm Canyon Wash	PS						PS&E	In final design. Plans submitted for review.
Indian Canyon Drive (Garnet Incl. RR Crossing)	PS						Construction	Project in construction.
Ramon Road Bridge	PS						Construction	ROW pending CVWD final agreement almost complete.
South Palm Canyon Drive Bridge over Tahquitz Creek	PS						PS&E	Plans complete. Requesting funding from Caltrans for construction.
Vista Chino Bridge over WWR	PS						PEng	Project is in PEng phase. Extensive negotiations with SCE for utility relocation.

Interchange Preparation Fund Projects								
Da Vall Drive @ I-10	CC						PSR	PSR-PDS approved by Caltrans.
Dillon Road @ I-10, SR86, WWR	COA						PSR	PA&ED underway.
Golf Center Parkway @ I-10	Indio						PSR	PSR on hold.
Portola Avenue @ I-10	COR						PS&E	PS&E completed. Caltrans agreed to shelve. Suspend until funding for ROW, utilities and construction is obtained.

Regional Projects								
Broadband Strategic Plan	CVAG							LATA grant awarded. Advertised RFP in June and contract being recommended for approval this month.
CV Sync - Phase 1	CVAG						Construction	Executive Committee authorized CVAG to file the Notice of Completion.
CV Sync - Phase 2	CVAG						Construction	Construction underway. Contractor ordering supplies, transitioning to Phase II.
Flooding and Blowsand - Phase 1	CVAG						PEng/ENV	Survey & traffic study completed. Design, Engineering and Environmental on going. Preliminary Design 30%.

COR=County of Riverside; RM=Rancho Mirage; IW=Indian Wells; PD=Palm Desert; PS=Palm Springs; CC=Cathedral City; COA=Coachella LQ=La Quinta;

Other Acronyms: PAED = Project Approval and Environmental Design; PE = Preliminary Engineering; PSR = Project Study Report; RR = Railroad; UPRR = Union Pacific Railroad; WWR = Whitewater River; SCE = Southern California Edison; HBP = Highway Bridge Program; CVWD = Coachella Valley Water District

LATA = Local Agency Technical Assistance; RFP = Request for Proposal

CVAG Funded Phase Legend	
PEng	Preliminary Engineering
ENV	Environmental
PS&E	Plans Specifications & Estimates
ROW	Right-of-way
CON	Construction

ITEM 9d**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS**

Bicycle & Pedestrian Safety Program - Project Status Report

9/20/2023



Bike & Pedestrian Safety Projects Project Description	Lead Agency	CVAG Funded			Status
		Design	CON	Through	
Avenue 48 Bicycle Lanes	Indio			Construction	Project completed.
Calhoun Street Improvements	Indio			Construction	Project completed.
Date Palm Sidewalk Gaps	CC			Construction	Project completed.
Dinah Shore Mid-Block Crossing	CC			Construction	Project completed.
Indian Canyon Intersection Pedestrian Enhancements	PS			Construction	Project completed.
Palm Canyon Crosswalks	PS			Construction	Project completed.
Palm Canyon Intersection Pedestrian Enhancements	PS			Construction	Construction ongoing. Expected completion date October 2023.
Palm Drive Signals and Lighting	DHS			Construction	Project completed.
S. Palm Canyon, E. Palm Canyon Improvements	PS			Construction	Project completed.
Vista Chino Signals	PS			Construction	Project completed.

Project Description	Lead Agency	Grant Funded			Status
		Design	App	CON	
CV Link	CVAG				Construction ongoing in multiple cities. Additional groundbreakings forthcoming.
ATP - Arts & Music Line	CVAG				Design & NEPA underway. 65% plans are being reviewed by staff.
ATP - Cathedral City Downtown Connectors	CC				Design complete. Initiating bid process.
ATP - DHS CV Link Extension	DHS				Under design.

COR-County of Riverside; RM-Rancho Mirage; IW-Indian Wells; PD-Palm Desert, PS-Palm Springs; CC-Cathedral City; COA-Coachella; LQ-La Quinta; DHS-Desert Hot Springs

ATP-Active Transportation Program; ROW-Right of Way, NEPA- National Environmental Policy Act, MPO-Metropolitan Planning Organization

**COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
INVESTMENT REPORT
FOR JUNE 30, 2023**

Description	Carrying Amount	% of Total	Fair Market Value		% of Total	Interest Rate Yield
CASH AND INVESTMENTS UNDER THE DIRECTION OF CVAG						
County of Riverside Treasury	\$ 26,233,452	45.35%	\$ 25,678,614	[a]	45.20%	3.86%
Local Agency Investment Fund (LAIF)	\$ 31,108,724	53.78%	\$ 30,636,758	[b]	53.92%	3.17%
Wells Fargo - Imprest Checking	\$ 393,753	0.68%	\$ 393,753		0.69%	N/A
Wells Fargo - Payroll Checking	\$ 96,378	0.17%	\$ 96,378		0.17%	N/A
PayPal	\$ 12,730	0.02%	\$ 12,730	[c]	0.02%	N/A
Petty Cash	\$ 300	0.00%	\$ 300		0.00%	N/A
Overall Total	\$ 57,845,337	100.00%	\$ 56,818,534		100.00%	

Note:

[a] Source of Market Values - County of Riverside Treasurer's Pooled Investment Fund Monthly Report - June 2023. Paper Gain/(Loss) was (2.115)%. Fair market value does not include accrued interest.

[b] Source of Market Values - LAIF, State of California Pooled Money Investment Account Market Valuation - June 2023. Paper Gain/(Loss) was (1.517)%. Fair market value includes accrued interest.

[c] The PayPal account was created to receive sponsorship and ticket sales for the CVAG General Assembly.

I hereby certify that the investment portfolio of the Coachella Valley Association of Governments (CVAG) complies with the California Government Sections pertaining to the investment of agency funds. CVAG's written Investment Policy is more stringent than the requirements of California law, as this policy requires diversity of investments. The policy also states that no more than 55% of the total investment portfolio will be invested in a single security type or with a single financial institution, with the exception of LAIF, whereby CVAG has the option of investing up to the maximum allowable by LAIF.

The investment portfolio provides CVAG the ability to meet its expenditure requirements.

Submitted by:

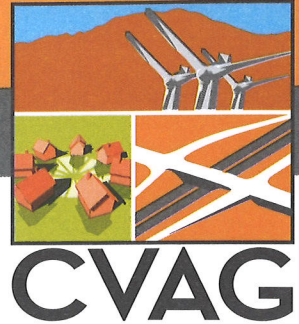


Claude T. Kilgore, CPA
Director of Finance/Administration

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

74-199 El Paseo Drive, Suite 100, Palm Desert, CA 92260 • (760) 346-1127 • www.cvag.org

August 15, 2023



Honorable Colleagues of the CVAG General Assembly,

As we embark on a new fiscal year, I wanted to share my excitement about the year ahead. I am assuming the role of CVAG Chairman with an enormous amount of gratitude and appreciation for my elected colleagues. I also am looking forward to working with our Vice Chairman, Rancho Mirage Councilmember Ted Weill, to advocate for the regional programs and policies that promote sustainability, help the homeless, conserve habitat for threatened wildlife and ensure our region's transportation network is safe for drivers as well as cyclists and pedestrians.

I am inspired by what our predecessors accomplished in CVAG's first 50 years. I'd encourage you to rewatch the videos that were presented at the recent General Assembly gathering, which can be found at www.cvag.org/50th. I dare say most of us will not be in our elected positions when CVAG celebrates its next 50 years. But the work that will be reflected upon starts with us today. This is why I wanted to share my thoughts about how we focus our efforts during my tenure.

Multi-modal transportation improvements will be critical to our region's economic future. The Interstate 10/ Monroe Street interchange is fully funded, and I hope we will continue to combine advocacy efforts to secure similar cash infusions for priority projects across the valley. The investments we are making – and should continue making – in CV Link and CV Sync are vital to safe travel for our residents and visitors. As I shared at the General Assembly, I am proposing an ad hoc committee that focuses on improving Interstate 10 from the Banning Pass to the City of Blythe, allowing us to better work with Caltrans to promote beautification, expand motorist assistance programs and address traffic delays through technology and better lane management. I anticipate that we will make progress on the low-water crossings such as Indian Canyon Drive in order to end the closures due to flooding and blowsand. I believe our strong support of CV Rail will also benefit Riverside County Transportation Commission's efforts to bring regular passenger rail service to the desert.

As our desert grows, I hope you reflect on our region's commitment to preserve the majestic desert landscape. The Coachella Valley Conservation Commission (CVCC) is doing a fantastic job of acquiring properties. Increasingly, we will need to discuss how we manage and maintain that land over the coming decades, as well as balance it with the public's interest in outdoor recreation. I hope we also build on the call to action for urban greening that Coachella Mayor Steven Hernandez made while he was Chairman, including additional ideas for planting more trees and increasing shade. Collaboration will also be needed to address two of our region's biggest environmental quandaries: the future of the Salton Sea and the future of electricity service in the eastern Coachella Valley.

Our quality of life will no doubt benefit from the Public Safety Committee's debates as well as the coordinated effort to house the chronically homeless population through CV Housing First. I encourage us to think about what else may be threatening our quality of life – and tackle them by moving ahead with resolve and thoughtful discussion.

We have both big challenges and big opportunities ahead of us. I look forward to working with you.

Sincerely,

Scott Matas
CVAG Chairman, Fiscal Year 2023-24

ITEM 9g

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: Funding from REAP 2.0 County Transportation Commission Partnership Program

Contact: Peter Satin, Conservation Program Manager (psatin@cvag.org)

Recommendation: Information

Background: In February 2023, CVAG staff provided to the Transportation Committee information on the Regional Early Action Planning Grants of 2021 (REAP 2.0), a State of California-funded program to accelerate meeting the State's housing and climate goals. REAP 2.0 is being administered regionally by the Southern California Association of Governments (SCAG), which has set aside \$80 million for use in its County Transportation Commission (CTC) Partnership Program. The CTC Partnership Program is designed to facilitate the development of transit and other multimodal services to reduce vehicle miles travelled (VMT) and promote infill development. Funds are being made available to CTCs based on a competitive application process and will be disbursed locally to the Riverside County Transportation Commission (RCTC).

RCTC staff invited CVAG staff to put forward potential projects for funding through the program and solicited the services of KOA Consulting to assist in the application process. CVAG staff submitted four projects for consideration: the creation of a multimodal corridor plan, a regional VMT study, an update to the Active Transportation Plan, and design work for community connectors to CV Link. The combined cost of CVAG's request was \$8.168 million, or approximately 53% of RCTC's total ask.

SCAG announced funding recipients in June 2023, with RCTC receiving \$11,088,635 for five projects countywide. CVAG's proposed regional VMT study received full funding for \$2,005,000, and the proposed community connectors project received partial funding for \$1,700,000 to initiate the community scoping and conceptual mapping phase of the project. Given the partial funding, there is no expectation from SCAG or RCTC staffs that CVAG would independently fund the remaining phases of the community connectors project. The available funding will allow for a conceptual plan that will inform any subsequent design and engineering phases. Additional RCTC projects funded include a core capacity innovative transit study for RCTC, a rail station feasibility study for the City of Coachella, and an extension of Riverside Transit Agency's microtransit pilot program. A full list of all funding recipients is available online at https://scag.ca.gov/sites/main/files/file-attachments/23-3111-reap-2.0-ctc-partnership-program-awards-pr-general_0.pdf?1688675654

CVAG staff are currently coordinating with staff from RCTC and SCAG on a Memorandum of Understanding (MOU) to accept the funding, which is expected to be ready for approval and execution later this year. Pending execution of the MOU, CVAG staff will prepare Requests for

Proposals for each project, and anticipate bringing contracts forward for approval by February 2024. Projects must be completed by December 31, 2025.

Fiscal Analysis: CVAG will receive \$3,705,000 in REAP 2.0 funding for two projects.

Funds will be available on a reimbursement basis through Fiscal Year 2025-2026. CVAG's regional VMT study received full funding for \$2,005,000. Of the awarded amount, \$5,000 has been allocated from the VMT study to RCTC for project administration costs. The remainder will be available to CVAG for consultant costs as well as project management and administration.

CVAG also received \$1.7 million for a proposed CV Link community connectors project. The funding will allow CVAG to initiate the community scoping and conceptual mapping phase of the project.

Attachments:

RCTC funded projects under REAP 2.0

Attachment 1
CTC Partnership Program Award and Contingency List for RCTC

Project	Priority	Requested Budget	Award	Awarded Budget	Contingency (If Applicable)
RCTC Core Capacity Innovative Transit Study	1	\$ 3,000,000	Full	\$ 3,000,000	NA
Coachella Rail Station Feasibility Study and Integrated Land Use and Transit Network	2	\$ 2,005,000	Full	\$ 2,005,000	NA
Riverside Transit Agency GoMicro Microtransit Pilot Program Extension	3	\$ 2,378,635	Full	\$ 2,378,635	NA
Vehicle Miles Traveled Study	5	\$ 2,005,000	Full	\$ 2,005,000	NA
CV Link Community Connectors Analysis	6	\$ 3,905,000	Partial	\$ 1,700,000	\$2,205,000
Revised Active Transportation Plan for Coachella Valley	7	\$754,000	Unfunded	\$ -	\$754,000
Coachella Valley Multimodal Corridor Plan	4	\$1,504,000	Unfunded	\$ -	\$0

ITEM 9h

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: Active Transportation Program Cycle 7 Update

Contact: Emmanuel Martinez, Program Manager – External Affairs (emartinez@cvaq.org)

Recommendation: Information

Background: The state's Active Transportation Program (ATP) provides funding to increase active modes of transportation, such as biking and walking. This funding has been key to helping fund projects such as CV Link. Most recently, in Cycle 6, CVAG secured its largest ever ATP award: \$36.4 million for the Arts and Music Line Project, which will provide improvements all along Avenue 48 across the Cities of La Quinta, Indio and Coachella and provide two connections to CV Link. However, the state's ATP is an oversubscribed and highly competitive state program, making every point count when competing for funds. To help optimize funding opportunities for the Coachella Valley from the program, coordinating and collaborating on projects and ensuring a robust community engagement and outreach strategy is critical to maximizing points and helping to secure ATP dollars for the region.

On August 16, 2023, the California Transportation Commission, which oversees the ATP, held its first Cycle 7 workshop to review the program's guidelines, receive input and discuss potential changes to the program. Staff indicated that they do not anticipate any major changes to the guidelines or scoring of the application. They are implementing a new online application system, which is intended to make the application process easier and more user-friendly. The use of this new platform will also streamline the evaluation process and make it easier for the CTC staff to implement and monitor the evaluation process. The CTC will continue to hold workshops through October to discuss the program's guidelines.

The ATP applications are scored on a 100-point scale and the evaluation and scoring are competitive. For Cycle 6, the point threshold for awarded applications was 89 points for the Statewide Component. In Cycle 5, due to less available funding, the threshold for awarded projects was 92 points and above. Because Cycle 6 benefitted from a \$1.05 billion funding augmentation, more projects were able to get awarded. For Cycle 7, there is no funding augmentation. In effect, scoring will be more competitive than the last cycle. As such, ensuring projects from the Coachella Valley can secure every possible point will be critical to receiving additional investment for active transportation improvements from the state.

CVAG previously used its Bicycle and Pedestrian Safety Program to create shovel-ready projects and make Coachella Valley competitive for the ATP grant opportunity. Through this CVAG program, staff was authorized to procure professional design and engineering services to help

better position regional projects for funding. CVAG staff is evaluating how best to support regional projects in Cycle 7. Staff is also strongly encouraging member jurisdictions that are applying to invest in outreach and community engagement that focuses on receiving input, feedback, or support for specific projects. Completion of a robust and well-documented community engagement effort can be worth up to 10 of the project's 100 points.

The state's ATP has a strong emphasis on disadvantaged communities. To score competitively, projects must be directly located in, or benefit disadvantaged communities. To define disadvantaged communities, the state uses median household income, CalEnviroScreen, free or reduced lunches, and the Healthy Places Index Score. In recent cycles, CVAG staff has noted that focused outreach and engagement efforts in areas of the valley that meet the disadvantaged threshold helps to optimize the competitiveness of project proposals.

The outreach and community engagement work can help secure up to four points related to disadvantaged communities and their engagement. The ATP seeks to understand not only how projects benefit disadvantaged communities, but also how the project was requested or supported by the disadvantaged community residents.

Currently, the CTC is conducting workshops with stakeholders interested in applying to the program. Like last year, CTC will also hold site visits from now through March 2024. The site visits are an opportunity for potential applicants to discuss their proposed projects and received feedback from Commission staff. After the workshops are concluded, the CTC will present draft guidelines to the Commission at their meeting on January 25-26, 2024. After review and input on the guidelines, the CTC is then scheduled to adopt the guidelines during their meeting in March. Thereafter, the commission will release the call for projects on March 21, 2024. The project application deadline is June 17, 2024. Staff recommendations for statewide, small urban and rural and quick-build projects will be posted November 1, 2024.

Fiscal Analysis: There is no cost to provide this report. Staff is still analyzing additional opportunities to support regional applications, and anticipates coming back to the Transportation and Executive Committees at a future meeting with recommendations related to public engagement.

ITEM 9i

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: Update on Property Assessed Clean Energy (PACE) Program

Contact: Emily Langenbahn, Management Analyst (elangenbahn@cvag.org)

Recommendation: Information

Background: Property Assessed Clean Energy (PACE) programs provide financing to property owners to implement energy saving, renewable energy, water conservation, and seismic strengthening improvements to their homes and businesses, with little or no money out of pocket. Financing for these improvements is paid back through a lien placed on the property and collected through the annual property tax bill. CVAG staff provides quarterly updates on the PACE program to the Energy & Sustainability Committee. The attached report details the PACE activity for the second quarter of 2023, or through June 2023.

Current active residential and commercial PACE providers in Coachella Valley consist of CaliforniaFIRST/Renew Financial (Renew), HomeRun Financing/PACE Funding (HomeRun), and FortiFi (formerly known as Energy Efficient Equity or E3). Ygrene Energy Fund (Ygrene) has suspended operations as a result of an unfair practices and fraud lawsuit filed by the California Attorney General's Office on behalf of the State of California and Ygrene customers, with the Court's final judgment rendered in favor of the State of California. It is unclear at this time whether Ygrene will continue to service its existing customers. CVAG staff is actively monitoring this situation and will provide updates to the Energy & Sustainability Committee as soon as they are available.

Residential and commercial installations have slowed down since the last report to this Committee, a trend that coincides with changes in the net energy metering (NEM) program put into effect by the California Public Utilities Commission (CPUC). This change is known as NEM 3.0, or the Solar Billing Plan, for Southern California Edison customers and took effect on April 15, 2023. Under the new program, new solar customers are compensated at a significantly lower rate for excess solar generation, leading to fewer rooftop solar installations in the coming months.

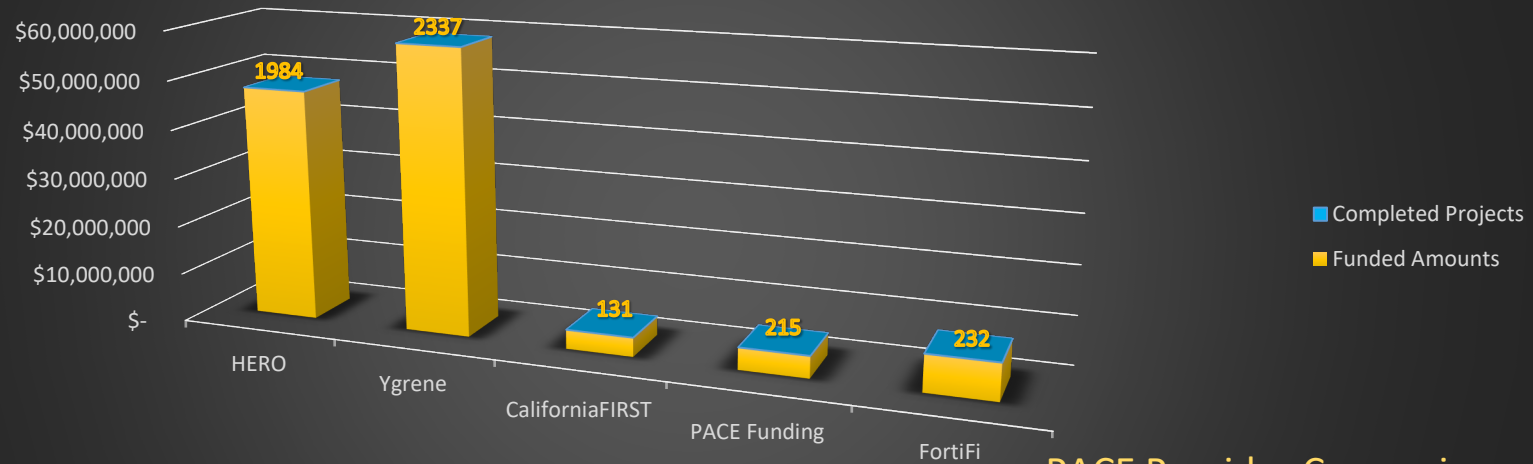
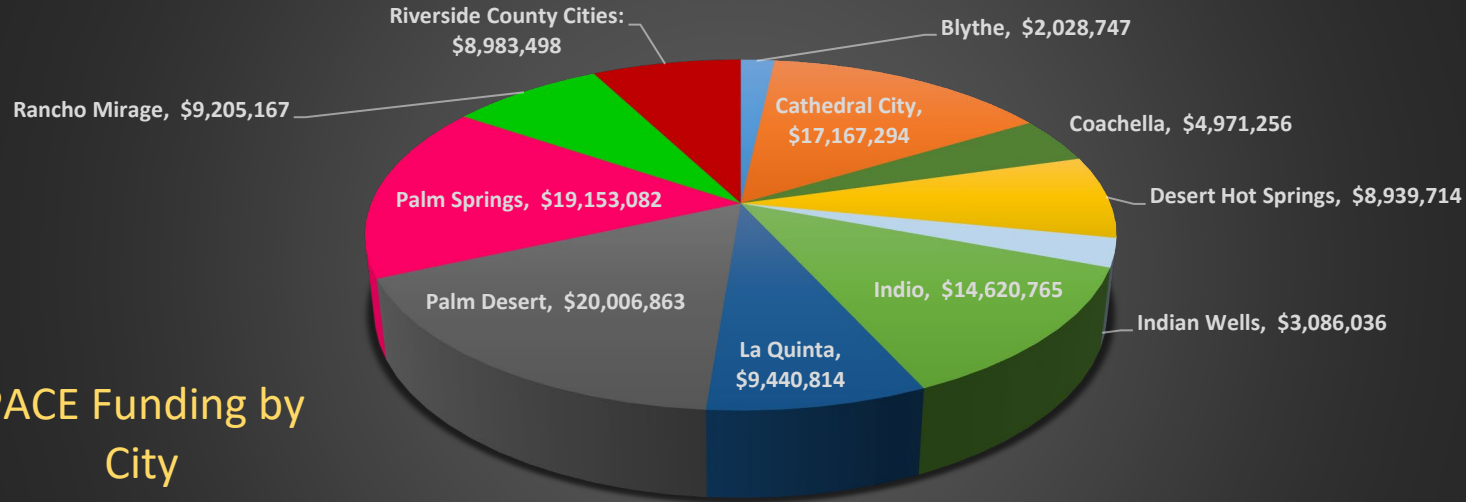
CVAG staff will continue to track and report on the status of the PACE residential and commercial PACE providers that operate in CVAG's member jurisdictions.

Fiscal Analysis: There is no cost associated with this update. CVAG's staff time spent on these programs is recovered by a participation fee collected from each provider.

Attachment: PACE Activity Report for the second quarter of 2023

CVAG PACE REPORT

PACE Funding by City



PACE Provider Comparison

CARS REMOVED FROM ROAD: 42001

PACE providers have interest rate ranges from 5.99%-10.98%

JOBS CREATED: 1069

Updated for June 30, 2023

ITEM 9j

Coachella Valley Association of Governments Executive Committee September 25, 2023



STAFF REPORT

Subject: Efforts to fund regional shade and tree initiatives

Contact: Emmanuel Martinez, Program Manager – External Affairs (emartinez@cvaq.org)

Recommendation: Information

Background: With temperatures projected to increase due to climate change, the Energy and Sustainability Committee has set as a priority procuring funding opportunities to mitigate the impacts of extreme heat. One such strategy is to plant trees. Trees provide significant benefits to combat rising temperatures and are a natural way of providing shade to reduce the heat-island effect. Trees also help to cool surrounding buildings, decreasing energy cooling costs, and providing increased access to outdoor recreation, which helps to increase physical and mental health.

In February 2023, at the recommendation of the Energy and Energy Resources Committee (now Energy & Sustainability Committee), the Executive Committee endorsed a regional urban tree planting and shade initiative to increase shading, build climate resilience and reduce the impacts of increased heat. In alignment with this priority, CVAG staff has been researching funding opportunities and seeking partnerships for various programs.

Earlier this year, CVAG applied to the state's Integrated Climate Adaptation and Resiliency Program. The grant application sought \$650,000 – the maximum allowed – from the ICARP's Adaptation Planning Grant, which aims to help identify and support a pipeline of resiliency projects throughout the state.

The grant request was to help fund community engagement costs needed to solicit community input, document specific needs for shading and heat mitigation, and prepare implementation plans. A substantial portion of the proposed funding request was also to have professional expertise by the University of California and the Desert Healthcare District/ Foundation to enable a detailed assessment of the heat exposure and heat-related illness facing each of the communities. CVAG staff learned over the summer that the grant application was not selected for funding.

The ICARP grants were scored on a 100-point scale and awarded projects scored between 85-94 points. CVAG's grant application scored 76 points. During a debrief with staff, ICARP staff indicated that CVAG's grant proposal was competitive but did not make the cut due to the program being oversubscribed. Ultimately, the State awarded 13 projects for a total of \$8 million.

CVAG staff is still awaiting an update on another grant application. In partnership with the Imperial Irrigation District, an application was submitted to the United States Department of

Agriculture's Urban and Community Forestry Program, which was created and funded by the Inflation Reduction Act. The IRA provided a historic \$1.5 billion investment to the program to support urban tree planting. CVAG and IID applied for \$20 million to expand IID's Tree for All Program, which if funded would expand to cities in the western Coachella Valley that are outside of IID's service area. If awarded, funds will be expended over a five-year period and help plant 20,000 trees across the Imperial Valley and the Coachella Valley. Annually, both the Imperial and Coachella Valleys will receive 2,000 trees each, broken up as 200 trees for tribal lands, 700 trees for public space, and 1,100 trees for residential homes. Awards will be announced by October 1, 2023.

CVAG staff will continue to monitor funding opportunities to improve the climate resiliency of the region through natural systems such as trees.

Fiscal Analysis: There is no cost for this information item.

ITEM 9k

Coachella Valley Association of Governments
Executive Committee
September 25, 2023



STAFF REPORT

Subject: Demand Side Grid Support and Distributed Electricity Backup Assets Programs

Contact: David Freedman, Program Manager (dfreedman@cvag.org)

Recommendation: Information

Background: Assembly Bill (AB) 205, passed in June 2022, created the Demand Side Grid Support (DSGS) and Distributed Electricity Backup Assets (DEBA) programs as part of the State's Strategic Reliability Reserve. The California Energy Commission (CEC) administers these programs. This staff report outlines opportunities for government agencies, residents, and businesses in CVAG's region to participate in the DSGS and DEBA programs.

DSGS program

The DSGS program compensates eligible customers for upfront capacity commitments and per-unit reductions in net energy load during extreme events achieved through reduced usage or use of backup generation or both. On August 10, 2022, the CEC adopted guidelines to implement the DSGS program. Participants enrolled 315 megawatts in the program to help meet grid needs during the September 2022 heatwave. The CEC adopted the second edition of the DSGS program guidelines on July 26, 2023, to implement AB 209, which passed in September 2022 and expands DSGS program eligibility. A total of \$314 million in funding is available for the DSGS program.

The DSGS program has three incentive options. Option 1 provides payments in the event of an Energy Emergency Alert issued by the California Independent System Operator (CAISO). Eligible participants include all customers of publicly owned utilities such as Imperial Irrigation District (IID), as well as water agencies and customers participating with backup generators. Enrollment in the program is generally with a DSGS provider registered with the CEC, and at least one such provider has begun reaching out to local water agencies. Direct enrollment with the CEC is also possible in certain cases.

DSGS program Options 2 and 3 are provided by demand response (DR) aggregators on behalf of their customers. Customers participating in DSGS Option 2 will provide load reduction via behavioral and/or automated means and measured using utility smart meter data, while customers participating in DSGS Option 3 will provide load reduction via stationary batteries with inverter-based metering.

One such DR aggregator is OhmConnect. Based on direction from the Executive Committee, CVAG has been working with OhmConnect since December 2021 on its free smart thermostat program, including encouraging smart energy use and providing a way for customers to save on their utility bills. This outreach includes encouraging residential customers served by Southern California Edison to avoid peak hours to save energy and money. Through the partnership with OhmConnect, customers are incentivized to switch out old thermostats with new ones and use smart plugs. The program lets customers know when they need to turn things off and rewards them with points when they meet OhmConnect hours.

Customers who enroll in OhmConnect's demand response program can receive prizes and rewards such as gift certificates and cash. There is also a \$50 incentive for joining.

DEBA program

The DEBA program incentivizes the construction of cleaner and more efficient distributed energy assets that serve as on-call emergency supply or load reduction for the state's electrical grid during extreme events, such as an Energy Emergency Alert issued by the CAISO. In August 11, 2023, the CEC issued draft guidelines for the DEBA program and accepted comments on them.

The DEBA program has two project funding categories:

1. Bulk Grid Assets: Efficiency upgrades, maintenance, and clean capacity additions to existing power generators (initial budget of up to \$100 million); and
2. Distributed Resources: New zero- or low-emission technologies, including, but not limited to, fuel cells or energy storage, at existing or new facilities (initial budget of up to \$445 million).

Funding recipients must participate as on-call emergency resources during extreme events. At least 25% of funding must go to projects in publicly owned utility territory, such as IID. At least 25% of distributed resources funding must go to projects located in or benefiting disadvantaged communities, which include those representing the 25% highest scoring census tracts in CalEnviroScreen 3.0 or 4.0 and federally recognized tribal areas. The CEC will award funding through Grant Funding Opportunity (GFO) solicitations. Technical scoring criteria will be tailored with each GFO solicitation.

All public and private entities are eligible applicants, provided they intend to own or operate the eligible project. Eligible projects must be located in California and interconnected to California's electrical grid and provide expected electricity supply or load reduction to California during extreme events. Bulk grid assets (e.g., back-up generators) are also required to comply with mandatory GHG emissions reporting requirements of the California Global Warming Solutions Act of 2006.

The CEC is expected to approve the DEBA program guidelines at its business meeting on October 18, 2023. The CEC will issue its first GFO solicitations following approval of the guidelines and will hold pre-application workshops in November 2023. The first GFO applications will be due in December 2023.

Fiscal Analysis: There is no cost to CVAG to provide this update.

Attachment: CEC summary of DSGS and DEBA programs



CEC Reliability Reserve Incentive Programs

	Demand Side Grid Support (DSGS)	Distributed Electricity Backup Assets (DEBA)
Funding	\$314 Million	\$545 Million (\$595 over 5 years)
Incentivized Activities	Use of load reduction resources during extreme events	Purchase of cleaner and more efficient distributed energy assets that will serve as on-call emergency supply or load reduction
Eligibility	Statewide	Statewide
Program Status	Launched 2022, Expanded for Summer 2023	Under Development

ITEM 9I

Coachella Valley Association of Governments Executive Committee September 25, 2023



STAFF REPORT

Subject: Update on the Inland Regional Energy Network

Contact: Jacob Alvarez, Program Manager (jalvarez@cvag.org)

Recommendation: Information

Background: CVAG is collaborating with Western Riverside Council of Governments (WRCOG) and San Bernardino Council of Governments (SBCOG) on a joint Regional Energy Network (REN) for the Inland Empire, known as Inland Regional Energy Network (I-REN). I-REN is governed by a Executive Committee, where CVAG is represented by the Chair of the Energy & Sustainability Committee. Based on previous CVAG committee direction, CVAG's Energy & Environmental Resources Committee reviews the items being presented to the I-REN Executive Committee and provides direction to the Chair on how to vote for the region.

I-REN Executive Committee Meeting Update

At the I-REN's Executive Committee meeting held on August 15, 2023, the Committee re-elected for FY 23-24 the following: The Chair is WRCOG member Crystal Ruiz, Vice-Chair is CVAG Energy & Sustainability Chair Oscar Ortiz, and 2nd Vice-Chair is SBCOG member Art Bishop.

The I-REN Executive Committee approved the following meeting schedule:

Remainder of 2023

Day and Time		AUG 2023		SEPT		OCT		NOV		DEC		
3 rd Tues @ 2:00pm		15		DARK		17		DARK		DARK		
Day and Time	JAN 2024	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
3 rd Tues @ 2:00pm	16	DARK	DARK	16	DARK	DARK	16	DARK	DARK	15	DARK	DARK

2024 Calendar Year

The I-REN Executive Committee was also provided with an update by consultant ICF on the development of the branding and marking initiatives.

The I-REN Executive Committee authorized the submittal of a True-up Letter to the California Public Utilities Commission (CPUC), which is due October 4. The Portfolio True-up Advice Letter (TUAL) is a key regulatory filing in fall 2023. The TUAL process will require I-REN to show its prior years' program expenses, any energy savings earned through its programs, and current budget of each program. I-REN will be required to provide a narrative for each of its programs to show what is working well, and what might need some adjustments, and the steps to take to improve results. This process will show the CPUC

that I-REN is being cost-effective with the ratepayer funds it has been granted. Frontier Energy, a consultant hired by I-REN, will coordinate among parties, review cost-effectiveness files, and summarize results for program leads. Program leads will establish budgets, review narrative and summary results, and ensure forecasts are realistic and achievable. The TUAL process will also identify and/or update metrics for each program. Additionally, I-REN has estimated its adjusted budget for 2022 through 2027 to reflect actual expenditures in the 2022 calendar year, 2023 calendar year-to-date (YTD) actual expenditures, and projected expenditures through December 2023. Based on actual and projected expenditures for 2022 and 2023, unspent budget is estimated and applied to years 2024- 2027 as an addition to the original CPUC approved budget.

The I-REN Executive Committee approved the draft Strategic Plan, with a final version expected to be presented at the next I-REN Executive Committee meeting.

The Strategic Plan's Goals are as follows:

- Goal 1 - Cohesive Region Strategies Effective Governance, Data Sharing and Monitoring, Program Design & Delivery.
- Goal 2 - First 2 Years Strategies Program Priorities, Roll-Out Strategy, Reporting and Performance.
- Goal 3 - Awareness & Relationships Strategies Regional Outreach, Education, and Engagement, Community Roundtables, Dedicated Partnerships, and State Actors.
- Goal 4 - Internal Organization Strategies Strong Organization, Regulatory Capacity, and Performance Management.

The I-REN Executive Committee also considered and authorized staff to provide a letter of commitment, on behalf of I-REN, to partner with SoCal REN / Los Angeles County in applying for the California Energy Commission Equitable Building Decarbonization Grant Program. SoCal REN, which is run by Los Angeles County, is interested in applying to be the Program Administrator for the entire Southern California region, which includes I-REN's service area. I-REN and SoCal REN staff have begun preliminary discussions about I-REN's participation in SoCal REN's application, and I-REN staff have attended multiple workshops about the grant program. The request for proposals for this grant is expected to open this month.

The I-REN Executive Committee will next meet on October 17, 2023.

I-REN Orientation Meetings

CVAG staff has holding three I-REN orientations for CVAG's member jurisdictions. The meetings will run from 10:00 a.m. until 1:00 p.m., with lunch being provided. The first orientation was held in the City of Blythe on June 20, 2023, at Blythe City Hall.

A second meeting focused on cities served by the Imperial Irrigation District – the cities of Coachella, Indio, and La Quinta – was held for September 13, 2023, at City of Indio's Emergency Operations Center Training Room, 100 Civic Center Mall, Indio, CA 92201. A third orientation will be held for cities primarily served by Southern California Edison – the cities of Cathedral City, Desert Hot Springs, Indian Wells, Palm Desert, Palm Springs, and Rancho Mirage. It was rescheduled for October 6, 2023, at CVAG's Parkview Building conference room, 73-710 Fred Waring Dr., Suite 104, in Palm Desert. CVAG staff has reached out to staff at member jurisdictions with additional details.

I-REN CivicSpark Fellowship

As noted in the Committee's last update, I-REN staff is working with CivicWell to identify, recruit, and place up to 27 fellows in its CivicSpark fellowship program in communities throughout I-REN's service area. Although the fellowships do not start until fall 2023, CVAG staff recommends that interested cities complete applications as soon as possible. The City of Palm Springs has already started the application process for a potential I-REN Fellow, and CVAG staff is available to assist other jurisdictions in the process.

I-REN Codes & Standards

I-REN's Codes & Standards programming formally launched in June 2023 with the first of a series of regular webinars led by I-REN consultant Frontier Energy and CVAG staff. The focus was the 2022 California Energy Code, which entered into effect on January 1, 2023. A total of 35 people (including staff from five of CVAG's 10 member cities) attended the summer trainings. Further 2022 Energy Code trainings are being held throughout the fall. Agency staff and building industry professionals can join I-REN's mailing list to learn about future trainings and ask questions on the Energy Code via I-REN's website, <https://iren.gov/131/Codes-Standards>.

CVAG's I-REN staff worked with the California Energy Commission (CEC), BayREN (serving nine Bay Area-counties) and 3C-REN (serving Ventura, Santa Barbara and San Luis Obispo Counties) to secure \$2.25 million in grant funding to the CEC from the U.S Department of Energy to promote the software app CodeCycle has developed for nonresidential lighting requirements under the Energy Code. CVAG's I-REN staff is discussing with the CEC, BayREN and 3-C REN what the RENs' role would be in this program. If a formal agreement of the RENs with the CEC is necessary, it would likely be presented to the I-REN Executive Committee at its meeting of October 17, 2023.

Additionally, CVAG's I-REN staff are providing technical assistance to City of Palm Springs staff on two draft energy-efficiency ordinances. The first ordinance would require single-family buildings built before 2011 undergoing additions, alterations, or remodels to make certain targeted energy efficiency upgrades, where applicable and feasible, to bring them closer to 2022 California Energy Code provisions, including the 2022 Energy Code's electric-ready requirements for new residential buildings. The second ordinance would pre-adopt lighting efficiency standards for indoor and greenhouse cannabis cultivation sites that are expected to be required under the 2025 Energy Code that will enter into effect on January 1, 2026. CVAG's I-REN staff will adapt both these ordinances into model ordinances that can be considered by CVAG's other member cities as well as other cities in I-REN's territory.

Fiscal Analysis: There is no cost to CVAG for participation in I-REN. Staff time dedicated to I-REN and the costs of the services of consultants are covered through the I-REN budget.

ITEM 9m

Coachella Valley Association of Governments Executive Committee September 25, 2023



STAFF REPORT

Subject: Update on efforts to identify funding for electric vehicle planning and infrastructure

Contact: Emmanuel Martinez, Program Manager – External Affairs (emartinez@cvag.org)

Recommendation: Information

Background: As electric vehicle adoption increases, planning and building infrastructure to support their electric vehicles (EV) will be critical. In August 2022, the California Air Resources Board (CARB) approved the Advanced Clean Cars II Rule establishing that by 2035 all new cars and light trucks sold in the state will be zero-emission vehicles. Given the direction of the state to address mobile source pollution, commensurate funding is needed to ensure the long-term sustainability and operability of electric vehicles. In alignment with this, CVAG staff has been tracking funding opportunities to support EV adoption in the region.

At the federal level, in 2021 the \$1.2 trillion Bipartisan Infrastructure Law (BIL) was signed into law. The BIL contains significant new funding for EV charging stations. Specifically, there are two programs under the United States Department of Transportation that were allocated funds under the BIL to implement new EV programs. These new programs include the National Electric Vehicle Infrastructure (NEVI) Formula Program, which was allocated \$5 billion over five years. This program directs funds to states, of which California will receive an estimated \$384 million in funding from this program. Caltrans and the California Energy Commission have partnered to create California's Deployment Plan for the National Electric Vehicle Infrastructure Program that describes how the State plans to spend its \$384 million share of federal NEVI funds. Generally, California plans to build out a network of modern, high-powered DC fast chargers along Interstates and National Highways throughout California. The Deployment Plan was submitted to the Joint Office of Energy and Transportation on August 1, 2022. Approval of the State's plan was in September 2022. Currently, California is working to finalize its solicitation for the NEVI program as well as seeking the Federal Highway Administration's authorization. The solicitations will then be released 2023-2025.

The NEVI program also established a discretionary grant program called the Discretionary Grant Program for Charging and Fueling Infrastructure (CFI), which was allocated \$2.5 billion. The deadline for the first round of NEVI discretionary recently passed on June 13, 2023. However, additional cycles will provide funding opportunities for the region. The first round provided \$700 million in funding in competitive funding for the nation. The CFI program established two categories for funding, the Community Program Grants and the Corridor Program Grants. The minimum award amount under the Community Program is \$500,000 and the maximum award is \$15 million. For the Corridor program, the minimum and maximum are

\$1 million and \$350 million, respectively. Both programs have a federal cost share of 80 percent.

The Congestion Mitigation and Air Quality Improvement (CMAQ) program provides a flexible funding source to State and local governments for transportation projects and programs to help meet the requirements of the Clean Air Act. CMAQ funds are apportioned to each State and administered through State DOTs or MPOs. Eligible EV activities include charging, commercial public transportation charging, workforce development, to name a few. In addition to establishing these grant programs, the BIL allowed for the USDOT Surface Transportation Grant formula program to make EV charging infrastructure and eligible expense.

CVAG staff will continue to monitor upcoming funding opportunities related to EV charging infrastructure and will work with the cities, Riverside County and Tribes to identify strategies and projects to secure funding for the region.

Fiscal Analysis: There is no cost for this information item.

ITEM 9n

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: Imperial Irrigation District Governance and Electricity Services Study Update

Contact: Emmanuel Martinez, Programs Manager – External Affairs (emartinez@cvag.org)

Recommendation: Information

Background: On April 13, 2023, the Energy and Environmental Resources Committee (now the Energy & Sustainability Committee) received an update regarding potential governance options to increase representation for Coachella Valley communities currently served by the Imperial Irrigation District. The governance options were identified in a joint Imperial County and Riverside Local Agency Formation Commission Alternative Governance and Electricity Services Study. The study was in response to AB 1021 by then-Assemblymember Chad Mayes. Although the bill was not signed into law, funds were allocated in the state budget to conduct the study.

In March 2023, the draft study was published and made available for public review and comment. As part of the community engagement process, the consultants conducting the study, Dopudja and Wells, reached out to stakeholders to provide information on the study's findings and encourage feedback to help identify the most feasible governance options. During this engagement process, general feedback demonstrated interest in a publicly owned model, a special district, or joint powers authority. Respondents made it clear that local representation is a must-have in any governance model. Other key elements that were factored into the study include affordability, economic development, financing, and tailoring of local electricity programs, among others. Ultimately, the joint study analyzed the following options: 1. Continue having IID provide electrical services to the Coachella Valley; 2. Annex the Coachella Valley into the IID service area; 3. Create a new sub-Board of Directors for electrical service; 4. Establish a joint powers authority among Coachella Valley stakeholders; 5. Merge with an Investor Owned Utility; 6. Form a Public Utility District or Special District; or 7. Create a Community Choice Aggregation.

The Coachella Valley Energy Commission (CVEC), which was established two years ago to provide short- and long-term solutions to representation, was also provided periodic updates by the Imperial County and Riverside County LAFCO's. Ultimately, through deliberations held by CVEC's Governance Committee, it was recommended that a joint powers authority be considered as the potential preferred alternative. A joint powers authority provides a publicly owned utility model while also ensuring flexible financing options, ease of implementation, and can expand public benefits, among other key principles. Considering the Governance Committee's recommendation at the CVEC's meeting in August 2023, concerns regarding a lack of a fiscal analysis of the governance options were raised. In response to these concerns, the comment period was extended from August 30 to October 15, 2023. This will allow the LAFCO's and their consultant to work on a financial analysis of the governance options identified in the study. The financial analysis is scheduled to be completed by September 30.

Although the joint study comprehensively analyzes the suite of options, there was no preferred alternative recommended. Ultimately, the study suggests actions to be taken by stakeholders to assist with ongoing efforts to arrive at a preferred alternative. These actions include continuing discussions at the Coachella Valley Energy Commission, establishing the rights and responsibilities of the parties, developing policy principles, performing a technical feasibility study, evaluating financing mechanisms and continuing public engagement.

CVAG staff will continue to work with the CVEC and local stakeholders regarding governance options and will report back to the Energy & Sustainability Committee on the outcomes regarding the financial analysis and recommendations by the CVEC.

Fiscal Analysis: Costs for this staff report and items related to IID electrical service in the Coachella Valley are covered via the memorandum of understanding between the IID and CVAG.

ITEM 9o

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: Riverside County's Coordinated Response to Asylum Seekers

Contact: Erica Felci, Chief Operating Officer (efelci@cvag.org)

Recommendation: Information

Background: Title 42 was a public health order issued by President Trump's administration that allowed Customs and Border Protection to expel migrants to Mexico or back to their home countries to prevent the spread of COVID-19 in holding facilities. The order was extended multiple times. Amid the improving health conditions, President Biden announced the COVID-19 health emergency would end in May 2023 – essentially ending the policy. The decision to end Title 42 was not without controversy, as a number of states argued that their states' healthcare, law enforcement and education systems would be overly burdened by an influx of undocumented immigrants with the public health restriction lifted.

CVAG's Public Safety Committee has received several presentations on Title 42 and the impact that border crossings have in Riverside County. Bruce Barton, Riverside County's Director of Emergency Management, provided an update on the Asylum Seeker Response Program at the Committee's September meeting.

The County's Asylum Seeker Response Program was launched in March 2021 to support the U.S. Customs and Border Protection response to asylum seekers entering the county. The response includes ensuring that asylum seekers who are released by Border Patrol, and legally seeking asylum in the United States, receive short-term transitional services. It also included testing and sheltering needed to address the COVID-19 pandemic. The County has included funding for the Galilee Center, an eastern Coachella Valley-based nonprofit organization that fulfills the food, clothing and basic needs for local disadvantaged children, families, and farmworkers.

The Asylum Seeker Response Program has engaged an array of other County departments – including public health, behavioral health, public social services and Riverside County Probation Department – to address the various social services needed, including mass care and shelter coordination, meal operations, travel assistance and other wraparound services. The typical assistance includes helping them with a stay in the county – generally for a couple of days before they head to a sponsor outside of the county.

Fiscal Analysis: There is no cost to CVAG for this informational update.

ITEM 9p

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: National Preparedness Month

Contact: Erica Felci, Chief Operating Officer (efelci@cvag.org)

Recommendation: Information

Background: Given the geographic proximity to the San Andreas fault line, earthquake preparedness is of utmost importance for the Coachella Valley. It also has been a longstanding topic of interest for CVAG's committees. In 2009, the CVAG Executive Committee approved CVAG's participation to co-lead the creation and implementation of the Coachella Valley Regional Earth Early Warning System (CREWS) with the Coachella Valley Emergency Managers Association (CVEMA). In recent years, the Public Safety Committee was provided updates on the Earthquake Warning California (EWC), which is the state's earthquake preparedness system, and its MyShake app.

Since 2004, the Federal Emergency Management Agency (FEMA) observes each September as National Preparedness Month. This is a time for individuals to take steps to prepare for emergencies in their homes, businesses, schools, and communities. FEMA's Ready Campaign includes public education and community engagement to help communities prepare for and respond to emergencies, including natural disasters. This year, the Ready Campaign will focus on preparing older adults for disaster, specifically older adults from communities that are disproportionately impacted by the all-hazard events such as extreme weather occurrences and emergencies.

Additional resources are available in both English and Spanish. They can be found online at <https://www.ready.gov/september>

Fiscal Analysis: There is no cost to CVAG for this update.

ITEM 9q

Coachella Valley Association of Governments Executive Committee September 25, 2023



STAFF REPORT

Subject: Riverside County's Homeless Action Plan

Contact: Erica Felci, Chief Operating Officer (efelci@cvag.org)

Recommendation: Information

Background: A Continuum of Care is well-established model for streamlining effective homeless services. They are made up of groups of organizations, including local government agencies and homeless service providers, that set shared goals and performance measurement mechanisms in order to redistribute pooled resources for homelessness response in a specific geographic area. CoCs are designated by and beholden to the US Department of Housing and Urban Development. In return, CoCs receive direct allocation of state and federal funds.

In 2020, Riverside County created the new Department of Housing Homeless Prevention and Workforce Solutions (HHPWS) in an effort for greater cross department collaboration, increased communication and more effective delivery of programs and funding for county and community service providers. HHPWS also took over as the lead agency for the County's CoC and Board of Governance (BOG). In 2020, the BOG and the CoC members decided they needed to update their individual homeless and housing plans and revisit a 10-year plan that Riverside County had released in 2018. The goal was to create one plan for the entire county.

HHPWS – now known Housing and Workforce Solutions (HWS) – entered into a consulting agreement with LeSar Development Consultants for a two-step process. The first was a performance assessment and gaps analysis of the County's homeless services. In September 2021, the CVAG Homelessness Committee was provided with an update on the gaps analysis, which described the existing providing system as fragmented but *"better positioned to address other systems challenges like cross-sector alignment, data integration and management, and service provider capacity."*

The second phase was to develop a strategic action plan for the County to implement. The Homeless Action Plan is now finalized and was adopted by the COC in March 2023. A copy of the report is attached. As described by County staff, the five-year strategic plan provides a framework to transition the COC network into a *"high functioning, high-performing network that sets vision and direction, engages in collective decision-making, and improves the impact of programs that address homelessness."* It also aligns with state and federal goals and funding opportunities.

Greg Rodriguez, HWS Deputy Director for Government Affairs and Community Engagement, was originally scheduled to provide an overview of the Homeless Action Plan when the CVAG

Homelessness Committee met in May. Due to timing constraints, the presentation was tabled and was provided at the September meeting.

Fiscal Analysis: There is no cost to CVAG for this report.

Attachment:

Link to the Riverside County Homeless Action Plan:

https://cvag.org/downloads/comres/hc/HC_09_18_2023_7Aa.pdf

ITEM 9r

Coachella Valley Association of Governments Executive Committee September 25, 2023



STAFF REPORT

Subject: Rollout of the State's Community Assistance, Recovery and Empowerment (CARE) Court

Contact: Erica Felci, Chief Operating Officer (efelci@cvag.org)

Recommendation: Information

Background: In September 2022, the Homelessness Committee received an update on the roll out of Gov. Gavin Newsom's Community Assistance, Recovery and Empowerment (CARE) Court. The CARE Court, which was approved by the Legislature and then signed by the Governor last year, will allow courts to order CARE plans, which would require counties to provide comprehensive treatment to the most severely impaired and untreated Californians and hold patients accountable to following their treatment plans. The program will not be for every unhoused individual, but it is touted as a way to address those who have severe mental health issues such as schizophrenia. As described by the Governor's office, *"CARE Court is a paradigm shift; it focuses on providing individuals with mental health and substance use services before they end up cycling through prison, emergency rooms, and encampments. CARE Court prioritizes the sickest Californians, helping many who live on our streets without shelter or medical care."*

The roll out of the program will be done in phases starting this year. Riverside County is among the first counties to implement the CARE Court. Services will officially start on October 1 and Riverside University Health System's Behavioral Health has already started taking referrals. A 24-hour Community Access, Referral, Evaluation and Support (CARES) number has also been established at 1-800-499-3008

Greg Rodriguez, Riverside County Housing and Workforce Solutions' Deputy Director for Government Affairs and Community Engagement, provided an update on the program's roll out when the Homelessness Committee met in September.

Fiscal Analysis: There is no cost to CVAG for this update. CV Housing First staff will be working in conjunction with county staff to identify whether CV 200 clients should be considered for CARES Court or related programs.

Attachments:

1. Factsheet on CARE Court in California
2. Background on Riverside County's CARE Court roll out:
<https://www.ruhealth.org/behavioral-health/care-court>




GOVERNOR NEWSOM'S NEW PLAN TO GET CALIFORNIANS IN CRISIS OFF THE STREETS AND INTO HOUSING, TREATMENT, AND CARE

- Community Assistance, Recovery and Empowerment (CARE) Court is a new framework to get people with mental health and substance use disorders the support and care they need.
- CARE Court is aimed at helping the thousands of Californians who are suffering from untreated mental health and substance use disorders leading to homelessness, incarceration or worse.
- California is taking a new approach to act early and get people the support they need and address underlying needs - and we're going to do it without taking away people's rights.
- CARE Court includes accountability for everyone – on the individual and on local governments – with court orders for services.

HOW CARE COURT WORKS


CALIFORNIA'S CARE COURT

Community Assistance, Recovery and Empowerment (CARE) Court is Governor Newsom's new plan to get Californians in crisis off the streets and into housing, treatment, and care.



ACTING EARLY TO GET PEOPLE THE SUPPORT THEY NEED

CARE Court is aimed at helping Californians who are suffering from untreated mental health and substance use disorders leading to homelessness, incarceration or worse. Each person is connected with a court-ordered Care Plan and Supporter for up to 24 months.



SETTING THEM UP WITH AN INDIVIDUALIZED CARE PLAN

CARE Court connects a person with a care team in the community and can include clinically prescribed, individualized treatment with supportive services, stabilizing medication, and a housing plan.

CARE Court connects a person struggling with untreated mental illness – and often also substance use challenges – with a court-ordered Care Plan for up to 24 months. Each plan is managed by a care team in the community and can include clinically prescribed, individualized interventions with several supportive services, medication, and a housing plan. The client-centered approach also includes a public defender and supporter to help make self-directed care decisions in addition to their full clinical team



CARE Court is designed on the evidence that many people can stabilize, begin healing, and exit homelessness in less restrictive, community-based care settings. It's a long-term strategy to positively impact the individual in care and the community around them. The plan focuses on people with schizophrenia spectrum and other psychotic disorders, who may also have substance use challenges, and who lack medical decision-making capacity and advances an upstream diversion from more restrictive conservatorships or incarceration.

The court-ordered response can be initiated by family, county and community-based social services, behavioral health providers, or first responders. Individuals exiting a short-term involuntary hospital hold or an arrest may be especially good candidates for CARE Court. The Care Plan can be ordered for up to 12 months, with periodic review hearings and subsequent renewal for up to another 12 months. Participants who do not successfully complete Care Plans may, under current law, be hospitalized or referred to conservatorship - with a new presumption that no suitable alternatives to conservatorship are available.

All counties across the state will participate in CARE Court under the proposal. If local governments do not meet their specified duties under court-ordered Care Plans, the court will have the ability to order sanctions and, in extreme cases, appoint an agent to ensure services are provided.

CARE Court builds on Governor Newsom's \$14 billion multi-year investment to provide 55,000 new housing units and treatment slots as well as a more than \$10 billion annual investment in community behavioral health services. The Governor's comprehensive approach combines a focus on bridge housing to quickly rehouse unsheltered individuals with behavioral health issues, all while more new units come online, while also transforming Medi-Cal to provide more behavioral health services to people struggling the most.

ITEM 9s

**Coachella Valley Association of Governments
Executive Committee
September 25, 2023**



STAFF REPORT

Subject: Annual Point-in-Time Count of Homeless Individuals

Contact: Erica Felci, Chief Operating Officer (efelci@cvaq.org)

Recommendation: Information

Background: In order to fulfill requirements from the U.S. Department of Housing and Urban Development, the Riverside County Continuum of Care (COC) coordinates a Point-in-Time (PIT) count each January to count of sheltered and unsheltered homeless persons. Each count is planned, coordinated, and carried out in partnership with local cities and agencies.

The results of Riverside County's 2023 count were released in May 2023 and the Homelessness Committee received an update at its May meeting. Countywide, a total of 3,725 individuals were counted, representing a 12 percent increase from the 3,316 individuals counted in 2022. This includes 2,441 unsheltered individuals, up 23 percent from the 1,980 counted in 2022, and 1,284 sheltered individuals, or a 4 percent decrease from 1,336 counted last year. Among the supervisorial districts, Riverside County's Fourth District– which spans eastern Riverside County and CVAG's region – represented the largest share of both categories, with 755 unsheltered individuals and 406 sheltered homeless.

When the numbers were presented to the Homelessness Committee in May, County staff was still completing a detailed analysis on a city-by-city level. The information is now available and can be downloaded here: <https://drive.google.com/file/d/1mA9xcnGMqNTVZUTrdfsF1WGk-uxCNWj/view?pli=1>

Fiscal Analysis: There is no cost to CVAG for this report.

ITEM 10a

Coachella Valley Association of Governments Executive Committee September 25, 2023



STAFF REPORT

Subject: Update on CVAG's state advocacy efforts

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Recommendation: Information

Background: On August 14, the State Legislature reconvened from summer recess. The Legislature conclude the 2022/23 session on September 14, which was the last day for each house to pass bills. Thereafter, the Governor has until October 14 to sign or veto bills passed by the Legislature on or before September 14.

Prior to the Legislature's summer recess, leadership transition officially took place in the Assembly. On June 30, 2023, the Assembly met to officially swear-in Assemblymember Robert Rivas as the new Assembly Speaker. This new leadership role for the Speaker was more than one year in the making. Assemblymember Robert Rivas represents much of the northern Central Coast of California and, prior to his election to the Assembly, served as a county supervisor in San Benito County. On August 28, 2023, Senate Leader Toni Atkins announced an agreement reached to name Senator Mike McGuire as the Pro Tem Designee. Sen. McGuire, who was elected to the Senate in 2014, has served as Majority Leader since 2022. His term as Pro Tem will not last long as he is termed out in 2026. Senate Leader Atkins had served as Pro Tem since 2018. She was the first woman to hold the position and the first person to serve as both Pro Tem and Assembly Speaker in 150 years.

Legislatively, the fiscal committees held their last hearing of the year to release bills on September 1. Approximately 22 percent of the 480 Assembly bills were held by the Senate Appropriations Committee, and another six percent were turned into two-year bills. For Senate bills, approximately 16 percent of the nearly 280 bills were held by the Assembly Appropriations Committee and six percent became two-year bills. One of those bills was SB 583, which would create the Salton See Conservancy, and staff is providing a detailed update on the legislation later in this staff report.

The California Business Roundtable's (CBRT) ballot initiative has qualified for the 2024 ballot. It aims to put in place stricter voting requirements for raising local revenue to fund critical local services. Specifically, the CBRT's "Taxpayer Protection and Government Accountability Act" would, via a constitutional amendment, increase the voter threshold for local taxes by local governments or citizens to two-thirds.

In response to the CBRT's initiative, the Legislature passed ACA 13, which would require initiative measures written to raise the voting threshold needed to meet the same voter threshold that the initiative is trying to impose. Effectively, ACA 13 would require the CBRT's

initiative to be approved by a two-thirds vote and would go before the voters on in March 2024. A related measure is ACA 1. This measure, which was approved by the Legislature, would lower the threshold needed to pass bonds and taxes that fund affordable housing and associated infrastructure to 55 percent.

Related to regional planning and transportation is AB 7 by Assemblymember Laura Freidman. This bill would require state transportation funding programs to incorporate principles in the state's Climate Action Plan for Transportation Infrastructure. It would also require a financial element in the state's Transportation Plan. This bill is a continuation of the Assemblymember's effort from last year; however, it is a more diluted and less prescriptive version. Despite an attempt for a more sensible approach, the bill was placed on the inactive file in the Senate and is now effectively a two-year bill. Staff will continue monitoring this bill in coordination with RCTC.

AB 1335 by Assemblymember Rick Chavez Zbur would require regions to ensure that the population and housing development projections in their Sustainable Communities Strategies (SCS) can accommodate population growth over the course of the regional transportation plan, as well as the total number of housing units necessary to accommodate the eight-year Regional Housing Needs Determination. The bill also expands local government housing element annual report requirements to include new and detailed housing development information as related to the SCS. AB 1335 was also made a two-year bill by the author.

Due to the increased use of online platforms to hold public meetings as a result of the pandemic, there were a number of bills related to the Brown Act that aimed at allowing and expanding the use of teleconferencing. For instance, AB 557 by Assemblymember Hart, was sponsored by the California Special Districts Association, the League of California Cities, and the California State Association of Counties. AB 557 would eliminate the sunset provisions included in AB 361 (R. Rivas, 2021), which authorized remote meetings during a state-declared emergency where social distancing is recommended. This bill would also extend the local agency renewal period for this authority from every 30 days to every 45 days. AB 557 was passed by the Legislature and is headed to the Governor's desk.

Additionally, SB 537 by Assemblymember Becker would authorize a multijurisdictional, cross-county agency to use an alternative remote meeting procedure if specified requirements are met, including that a quorum of members are participating in person and members participating remotely are located in a publicly accessible building at least 40 miles from the in-person meeting. SB 537 was passed by the Assembly Local Government Committee on July 12 with amendments, including a shortened sunset period of 2026 and a requirement that members compensated for their service participate in person. On September 14, the bill was placed on the inactive file, making it a two-year bill.

SB 583 and the Salton Sea

In June 2023, both the Energy & Environmental Resources Committee (now the Energy & Sustainability Committee) and the Executive Committee had robust discussions about SB 583 by Senator Padilla. Ultimately, the Executive Committee voted to take an oppose unless amended position on the bill, but withhold communicating that position to the Legislature until the Executive Director consults with the Chair and Vice Chair of both the Executive Committee and the Energy & Sustainability Committee, as well as Riverside County Supervisor V. Manuel Perez.

After making amendments to the bill to address local concerns and garner support, SB 583 is now a two-year bill. The bill was placed on the Senate inactive file by the author on September 11. This means that the Senator can continue efforts on the bill next year and continue moving the bill forward from where its currently located.

The amendments, which were in print on September 1, do the following:

- Limits the Conservancy's role to the operations and maintenance of projects, so after projects are built the Conservancy can acquire, hold, and manage the land within the Salton Sea region. Also, specifies that the Conservancy can assist and support economic development and recreation efforts.
- Specifies that the Salton Sea Conservancy fund created under the bill authorizes proceeds to the fund from the sale of bonds and proceeds from the Salton Sea lithium fund.
- Allows the Conservancy to award grants to state and local agencies and non-profits.
- Extends the due date of their report to the Governor and Legislature from 2025 to 2027.
- Increases the board membership from 13 to 15 by adding the Director of Fish and Wildlife and the Director of Water Resources. The board would then be comprised of the following members: two Governor appointees; one appointee each from the Speaker, the Senate Rules Committee, the appointee Riverside County Board of Supervisors and Imperial County Board of Supervisor appointee; representatives from Coachella Valley Water District (CVWD), Imperial Irrigation District (IID) and Torres Martinez Desert Cahuilla Indians; two representatives from non-governmental organizations, focused on environmental justice work and fish and wildlife work, who are appointed by the Secretary of Natural Resources; as well as the Director of Finance, Secretary of Natural Resources, Director of Fish and Wildlife and Director of Water Resources.

The Coachella Valley Water District, Salton Sea Authority, Salton Sea Action Committee, Supervisor Perez, and the Torres-Martinez Desert Cahuilla Indians registered their opposition to a prior version of SB 583. However, each of these entities are reviewing recent amendments and are considering new positions. The Energy & Sustainability Committee reviewed the legislation on September 14 and recommended that CVAG's position stay the same. The Coachella Valley Conservation Commission, which also met on September 14, remained with its position of oppose until amended position.

The Legislature will reconvene on January 3, 2024. CVAG staff will continue to monitor bills sent to the Governor for his signature, to determine which will become laws in 2024.

Fiscal Analysis: There is no cost to this information item. Legislative advocacy efforts are covered under existing staff time and CVAG's lobbying contract.